BUCKEYE, AZ

PLEASE SILENCE ALL ELECTRONIC COMMUNICATION DEVICES. THANK YOU.

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

CITY OF BUCKEYE
REGULAR COUNCIL MEETING
MAY 17, 2022
AGENDA

City Council Chambers
530 E. Monroe Ave.
Buckeye, AZ 85326
6:00 PM
REVISED AGENDA : Item 7C has been updated to include a public hearing. This agenda has been revised and reposted. May 16, 2022 at 12:35 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

Pursuant to A.R.S. § 38-431.03(A)(3) the Council may, by majority vote, recess or adjourn to executive session at one or more times during the meeting, as needed to confer with the City Attorney for legal advice regarding any item listed on this agenda.

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 Buckeye Youth Councilmember Caleb Brett will present his Senior Project to Mayor and Council.

3.B Mayor Orsborn to proclaim the months of June and July 2022 as Summer Reading Months in the City of Buckeye.

3.C Mayor Orsborn to proclaim May 15 through May 21, 2022 as Police Appreciation Week in the City of Buckeye.

3.D Colonel Olin Hogan of the Salvation Army Southwest Division will present Phil Yabes with a Service Award.

3.E Mayor Orsborn to recognize the graduates of Class 16 of the Buckeye Leadership Academy.

4. Minutes

4.A Council to take action on approval of the April 19, 2022 Council Workshop Minutes, April 19, 2022 Regular Council Meeting Minutes, and April 22, 2022 Council Retreat 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 Resolution No. 56-22, approving an intergovernmental agreement with the State of Arizona related to the Buckle Up Arizona Enforcement Campaign, and authorizing the City Manager to execute and deliver said agreement on behalf of the City.
Summary: Federal 405b funds will support personnel services (overtime) and employee related expenses to participate in the two-week Buckle Up Arizona Enforcement Campaign from May 23, 2022 through June 5, 2022 to enhance seat belt and child safety seat usage through the City of Buckeye.
Staff Liaison: Robert Sanders, Interim Police Chief, rsanders@buckeyeaz.gov, (623) 349-6430

***6.B** Council to take action on the transfer of funds from the Police Department Operational Supplies Account to the Police Department Other Equipment Capital Account and the expenditure of those funds to complete capital purchases in the Fiscal Year 2021-2022 budget.
Summary: The Police Department is requesting the transfer and expenditure of $108,000 in available funds from the Operational Supplies Account to the Other Equipment Capital Account to complete capital purchases in the Fiscal Year 2021-2022 budget. This request is to increase the efficiency and effectiveness of the Police Department by purchasing equipment. This

equipment will provide a backup communications center for emergencies and long term special event operations; increase the ability to effectively process crime scenes with the most up to date technologically advanced equipment; and increase the effectiveness of the SWAT team while increasing operator safety.
Staff Liaison: Robert Sanders, Interim Police Chief, rsanders@buckeyeaz.gov, (623) 349-6430

***6.C** Council to take action on a Map of Dedication along Jackrabbit Trail adjacent to the new Great Hearts Academy school.
Summary: On behalf of Nations Group, Hilgart Wilson, LLC is proposing a Map of Dedication for the purpose of dedicating right-of-way to the City of Buckeye. The subject site is adjacent to the new Great Hearts Academy school campus within the Jackrabbit Trail alignment. The proposed Map of Dedication will dedicate ten (10) additional feet of right-of-way (ROW) to the City of Buckeye along Jackrabbit Trail, which will ultimately provide a 140 foot full-street ROW width to accommodate the necessary infrastructure improvements.
Staff Liaison: Bart Wingard, Principal Planner, hwingard@buckeyeaz.gov, (623) 349-6207

***6.D** Council to take action on a final plat for Desert Moon Estates Phase 3-Parcel 8, generally located east of the southeast corner of West Yuma Road and South Apache Road.
Summary: The applicant is requesting approval of a Final Plat for Phase 3-Parcel 8 of Desert Moon Estates. The 19.84-acre plat is located generally east of the southeast corner of West Yuma Road and South Apache Road and includes 77 single-family home lots with a total of 4.51 acres being dedicated as right-of-way. The final plat is 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.E** Council to take action approving Contracts for On-Call Consulting for Engineering and Architectural Services between the City of Buckeye and Brown & Associates Certified Inspection Service, Inc. (Contract No. 2022003A.43), Bureau Veritas North America, Inc. (Contract No. 2022003A.44), Shums Coda Associates, Inc. (Contract No. 2022003A.48), and Willdan Engineering (Contract No. 2022003A.50); and authorizing the Mayor to execute and deliver said Contracts on behalf of the City.
Summary: The City regular updates of its On-Call List of qualified contractors to perform a variety of services. This action will update the qualified and approved vendors for Building Plan Review and Building Inspection Services. The associated contract for on-call services is for a period of one year with four optional one-year extensions as deemed appropriate by Staff.
Staff Liaison: Brian Craig, Development Services Director, bcraig@buckeyeaz.gov, (623) 349-6209

***6.F** Council to take action on Resolution No. 54-22 approving the Public Infrastructure Assurance Agreement between the City of Buckeye, an Arizona municipal corporation, and SH Asset, LLC, a Texas limited liability company, regarding Sienna Hills Parcel 4 North 6 North; and authorizing the Mayor to execute and deliver said Agreement on behalf of the City of Buckeye.

Summary: City Code requires that landowners construct and install all necessary public improvements, at no cost to the City, for the City to provide municipal services to the development. In addition, City Code requires that landowners provide financial assurance to the City to assure the City that the necessary public infrastructure will be constructed and installed by the landowner to serve the development. This Agreement allows the City, subject to the terms and conditions of the Agreement, to accept as financial assurance from the Owner the withholding of the issuance of all building permits for single-family construction in connection with the development of the Land until the date that the Owner has completed the construction of all public infrastructure for the Land in accordance with plans as approved by the City.
Staff Liaison: Scott Zipprich, City Engineer, szipprich@buckeyeaz.gov, (623) 349-6217

***6.G** Council to take action on Resolution No. 60-22 approving the Public Infrastructure Assurance Agreement between the City of Buckeye, an Arizona municipal corporation, and SH Asset, LLC, a Texas limited liability company, regarding Sienna Hills Parcel 5 North; and authorizing the Mayor to execute and deliver said Agreement on behalf of the City of Buckeye.
Summary: City Code requires that landowners construct and install all necessary public improvements, at no cost to the City, for the City to provide municipal services to the development. In addition, City Code requires that landowners provide financial assurance to the City to assure the City that the necessary public infrastructure will be constructed and installed by the landowner to serve the development. This Agreement allows the City, subject to the terms and conditions of the Agreement, to accept as financial assurance from the Owner the withholding of the issuance of all building permits for single-family construction in connection with the development of the Land until the date that the Owner has completed the construction of all public infrastructure for the Land in accordance with plans as approved by the City.
Staff Liaison: Scott Zipprich, City Engineer, szipprich@buckeyeaz.gov, (623) 349-6217

***6.H** Council to take action on Resolution No. 61-22 approving the Public Infrastructure Assurance Agreement between the City of Buckeye, an Arizona municipal corporation, and SH Asset, LLC, a Texas limited liability company, regarding Sienna Hills Parcel 7B North; and authorizing the Mayor to execute and deliver said Agreement on behalf of the City of Buckeye.
Summary: City Code requires that landowners construct and install all necessary public improvements, at no cost to the City, for the City to provide municipal services to the development. In addition, City Code requires that landowners provide financial assurance to the City to assure the City that the necessary public infrastructure will be constructed and installed by the landowner to serve the development. This Agreement allows the City, subject to the terms and conditions of the Agreement, to accept as financial assurance from the Owner the withholding of the issuance of all building permits for single-family construction in connection with the development of the Land until the date that the Owner has completed the construction of all public infrastructure for the Land in accordance with plans as approved by the City.
Staff Liaison: Scott Zipprich, City Engineer, szipprich@buckeyeaz.gov, (623) 349-6217

***6.I** Council to take action on Resolution No. 43-22 enlarging City of Buckeye Street Lighting Improvement District No. 2017-SLID-003 and ordering recording and filing of this Resolution.

Summary: Both Street Lighting Improvement Districts (SLIDS) and Maintenance Improvement Districts (MIDS) provide for the benefit of ensuring that there is a balance of revenue and expenditures to provide for the quality of life for the residents/owners of a particular development without an undue burden upon the existing community. SLIDS ensure that only owners that have benefit from the lighting in their community pay for that service. Having the costs of street and public park lighting within a SLID borne by the owners in a development ensures that the revenue needed to fund these costs is always in place.
Staff Liaison: Scott Lowe, Public Works Director, slowe@buckeyeaz.gov, (623) 349-6815

***6.J** Council to take action on Resolution No. 06-22 approving the Tentative Budgets for the following Street Lighting Improvement Districts for Fiscal Year 2022-2023, beginning July 1, 2022 and ending June 30, 2023; SLID No. 1, comprised of Sun City Festival Parcels A1 and B1; 2006-SLID-001, comprised of Vista De Montana Phases 1A, 1B, 2 and 3; 2006-SLID-002 comprised of Sundance Parcels 48 and 49A; 2006-SLID-003, comprised of Blue Horizons; 2006-SLID- 007, comprised of Festival Foothills Phase 1 and Phase 2 Units 25, 27, 29 and 31; 2006-SLID-008, comprised of Festival Foothills Phase 2; 2006-SLID-009, comprised of Crystal Vista; 2006-SLID-011, comprised of Sun City Festival Units C1 through H1, V1 and S1, and Q1; 2006-SLID-015, comprised of Riata West Unit 2; 2006-SLID-016, comprised of Sonoran Vista Units 1 and 2; 2006-SLID-017, comprised of Riata West Unit 1, Algodon; 2006-SLID-019, comprised of Sun City Festival Parcels K1, O1, M1, R1, A2, M2, U1, 4, 5, 6, A1 and Phase 3; 2007-SLID-001, comprised of Sundance Parcel 27; 2007-SLID-002, comprised of Sundance Parcel 25; 2007-SLID-003, comprised of Sundance Parcel 26; 2007-SLID-010, comprised of Watson Estates, Anderson Parc, and Desert Moon; 2007 -SLID-013, comprised of Sun City Festival Parcels I1 and P1; 2007-SLID-021, comprised of Sun City Festival Parcel J1; 2009-SLID-02A, comprised of Watson Marketplace; 2011- SLID-001, comprised of Sundance/Yuma Commercial; 2012 -SLID-002, comprised of Sienna Hills; 2013-SLID-001, comprised of Arroyo Seco North, Village 1, and Arroyo Seco South, Village 3; 2013-SLID-002, comprised of Sun City Festival Parcels L1, L1-2, HH1-1, HH1-2, HH1-3, HH1-4, HH1- 5, JJ and N1; 2015-SLID-001, comprised of Estrella Vista at Buckeye; 2017-SLID-003, comprised of Parkplace at Buckeye, Terravista Phase 1 and 2, Encantada Estates Phase 1; 2018-SLID-001, comprised of Canyon Views; 2019 -SLID-002, comprised of Westpark Phase II; 2020-SLID-001, comprised of Buckeye Parkway Center, and 2020-SLID-002, comprised of Coyote Ridge; setting a hearing date for the budgets and establishing the annual assessment.
Summary: Street Lighting Improvement Districts (SLIDs) are established with the approval of the City Council. The Council serves as the Governing Board of the SLID and the City administers the operations of the SLID which are for the purpose of operating and maintaining street lighting located with the SLID. By Arizona law, SLIDs cannot incur debt. The assessment is imposed on each property within the District and is collected through the Maricopa County property tax system. The projected amount for revenues and expenditures is $365,795.22
Staff Liaison: Scott Lowe, Public Works Director, SLowe@buckeyeaz.gov, (623) 349-6815

7. Public Hearings / Non-Consent - New Business

7.A Council to hold a public hearing and to take action on Resolution No. 47-22 approving a Major Amendment to the General Plan to amend the definition of the Employment land use category, and to amend the Land Use Map on approximately 2,649 acres in two non-continuous areas, both generally located between Hazen Road and the Roosevelt Irrigation District Canal, and between Turner Road and Rooks Road, from a mix of Neighborhood and Business Commerce uses to Employment.

Summary: This item is a request for approval of a City-initiated Major General Plan Amendment with two components: 1) An Amendment to the General Plan Land Use Map, changing the designation of approximately 2,648.9 acres from a combination of Neighborhood and Business Commerce to Employment. Land subject to the proposal includes two non-contiguous areas. The northern area is bounded by Broadway Road/RID Canal on the north, the 263rd Avenue alignment on the east, Baseline Road on the south, and Turner Road on the west. The southern area is bounded by MC85 on the north, Rooks Road on the east, Hazen Road on the south, and State Route 85 (SR85) on the west; and 2) An Amendment to the General 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.
Staff Liaison: Ken Galica, Principal Planner, kgalica@buckeyeaz.gov, (623) 349-6214

7.B Council to hold a public hearing and to take action on Resolution No. 55-22 approving a Major Amendment to the General Plan, to amend the criteria for future major amendments, and to amend the Land Use Map on approximately 1,336 acres generally located between MC-85 and Sunland Avenue, and between Dean Road and Jackrabbit Trail, from Neighborhood land use to Employment.

Summary: Alan Beaudoin of Norris Design on behalf of TGV Investments LLC / Rexco Nexgen LLC / Rexco Trust, is proposing a Major General Plan Amendment that will change the land-use category of 1,336 acres from Neighborhood to Employment land use. Also requested is a text amendment to the General Plan which modifies what constitutes a major versus minor amendment, applicable only if the land use designation is changing from the more intensive Employment land use designation to the less intensive Neighborhood designation.
Staff Liaison: Bart Wingard, Principal Planner, hwingard@buckeyeaz.gov, (623) 349-6207

7.C Council to hold a public hearing and take action on Resolution No. 36-22 determining that certain street improvements to Miller Road from Lower Buckeye Road to Pima Street within the City of Buckeye are necessary prior to development of adjacent property; declaring its intent to construct such street improvements; ordering that plans, specifications and estimates of costs for such street improvements be prepared by the City Engineer; and ordering that such street improvements be constructed by the City of Buckeye following a call for sealed bids.

Summary: Based upon the most recent approved traffic impact analysis for development in the area, there is a need to improve capacity on Miller Road from Lower Buckeye Road to Pima Street in 2024 to maintain acceptable levels of service. This project will improve the eastern half-street of Miller Road to major arterial standards. Upon completion, Miller Road will facilitate three-thru lanes in each direction with dedicated turn lanes. These improvements will be coordinated with the recent improvements constructed by the developments on the west.

Utility conflicts will be relocated to their ultimate location. The necessary right-of-way for these improvements will be acquired.
Staff Liaison: Rhiannon Zuleger, Right of Way Agent, rzuleger@buckeye.gov, (623) 349-6265

7.D Council to take action on the Professional Service Agreement (No. 2022036) between the City of Buckeye, an Arizona municipal corporation, and Holly Street Studio, an Arizona corporation, to provide professional services to assist the City in developing a comprehensive Library Master Plan for the City of Buckeye Public Library System; and authorizing the Mayor to execute and deliver said Agreement on behalf of the City.
Summary: The City of Buckeye's Community Services Department is in need of professional services to complete a comprehensive Library Master Plan that includes a needs assessment that will identify the specific library services needed in Buckeye, a facilities plan, trends analysis, benchmarking analysis, and evaluation of technology for the City of Buckeye Public Library System. The Request for Proposal was issued on Monday, February 7, 2022. There was a pre-proposal meeting held virtually on Tuesday, February 22, 2022 at 2:30 PM. After a review of the submittals, an evaluation team of five determined that Holly Street Studio was responsive and responsible and it is recommended they be awarded this agreement in the total amount not to exceed $150,000.
Staff Liaison: Miranda Gomez, Community Services Director, mgomez@buckeyeaz.gov, (623) 349-6353

7.E Council to take action on funding of three recommended Economic Development Catalyst Program requests in the amount of $28,425, plus certain City fees eligible for reimbursement.
Summary: The Economic Development Catalyst Program is intended to promote the rehabilitation of existing commercial, industrial, or mixed-use properties by offering up to $50,000 of City funding (per project) toward improvement costs. Not all commercial, industrial, or mixed use properties within the City are eligible for this program; only those that serve a public purpose which is the foundation of the adopting Ordinance authorizing this program. Fees may be included but only those fees that are associated with a project that serves a public purpose. These properties must already have applicable zoning or be rezoned before being eligible. After applications were received and reviewed, three applications have been recommended for approval, in a total amount of $28,425, plus certain City fees eligible for reimbursement, such as fees for permitting and lot combinations.
Staff Liaison: Tennille Hiller, Economic Development Coordinator, thiller@buckeyeaz.gov, (623) 349-6973

7.F Council to take action approving the proposed Exempt, Non-exempt, and Sworn Police Salary Structures, which were developed based on the comprehensive classification and compensation study by Segal Consulting and set at the 65th percentile of the City's comparator organizations, and the 2022 Classification and Compensation Study Implementation Strategy for the Exempt, Non-Exempt, and Sworn Police Salary Structures, all in the form on file in the Office of the City Clerk, with each salary structure having an effective date of December 26, 2021.
Summary: On February 16, 2021 Council approved entering into an agreement with Segal Consulting to

conduct a comprehensive classification and compensation study. The study was projected to be completed at the end of February 2022 with implementation in the spring of 2022. The purpose of the study was twofold. The first being to ensure employees are placed in appropriate position classifications based on the scope of work they are performing. The second to determine the market value of each job based on responsibilities and complexities of the work performed. As part of the process the study also took into consideration internal equity and pay compression concerns, external pay competitiveness, recruitment and retention priorities, as well as demonstrating good stewardship of our financial resources. Segal has concluded the study and provided recommendations on revisions to the City's salary structures as well as implementation approaches.
Staff Liaison: Nancy Love, Human Resources Director, nlove@buckeyeaz.gov, (623) 349-6255

7.G Council to take action approving the proposed Fire Salary Structure, which was developed based on the comprehensive classification and compensation study by Segal Consulting and set at the 65th percentile of the City's comparator organizations, and the 2022 Classification and Compensation Study Implementation Strategy for the Fire Salary Structure, each in the form on file in the Office of the City Clerk, with the salary structure having an effective date of December 26, 2021.

Summary: On February 16, 2021 Council approved entering into an agreement with Segal Consulting to conduct a comprehensive classification and compensation study. The study was projected to be completed at the end of February 2022 with implementation in the spring of 2022. The purpose of the study was twofold. The first being to ensure employees are placed in appropriate position classifications based on the scope of work they are performing. The second to determine the market value of each job based on responsibilities and complexities of the work performed. As part of the process the study also took into consideration internal equity and pay compression concerns, external pay competitiveness, recruitment and retention priorities, as well as demonstrating good stewardship of our financial resources. Segal has concluded the study and provided recommendations on revisions to the City's salary structures as well as implementation approaches.
Staff Liaison: Nancy Love, Human Resource Director, nlove@buckeyeaz.gov, (623) 349-6255

7.H Council to take action on Resolution No. 05-22 approving and adopting a Tentative Budget for Fiscal Year 2022-2023.

Summary: It is a State requirement that the City annually approve and adopt the Tentative Budget, to include estimates of revenues and expenditures. The Tentative Budget sets forth the financial resources plan for Buckeye Fiscal Year (FY) 2022-2023 service delivery programs and the Capital Improvement Plan (CIP). After approval, the Tentative Budget and State budget forms will be available for public review and inspection. The Tentative Budget estimate for Fiscal Year 2022-2023 is $520,050,060.
Staff Liaison: William Kauppi, Chief Financial Officer, wkauppi@buckeyeaz.gov, (623) 349-6161

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)

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

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

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. Adjournment

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 05/17/22	**AGENDA ITEM:** 3.B. Mayor Orsborn to proclaim the months of June and July as Summer Reading Months in the city of Buckeye.
DATE PREPARED: 05/17/22	**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 the months of June and July 2022 as Summer Reading Months in the City of Buckeye.

SUMMARY

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

ATTACHMENTS:

Smmer Reading Proclamation 2022 - DRAFT.docx

City of Buckeye Proclamation
Buckeye Public Library System
2022 Summer Reading Program
"Maricopa County Reads – Oceans of Possibilities
June-July Summer Reading Months

WHEREAS, "Maricopa County Reads" is an award winning online summer reading program provided by the Maricopa County Library District to all public libraries within the Maricopa County; and

WHEREAS, the aim of the program is to reinforce the literacy skills and positive reading habits of all residents during the summer months; and

WHEREAS, to promote lifelong reading habits by encouraging everyone to read twenty minutes a day, every day; and

WHEREAS, through library events and reading challenges, participants earn digital badges and points to earn prizes and build their home libraries thanks to support from Maricopa County Library District, Friends of the Buckeye Public Library and Rotary Club of Verrado.

NOW, THEREFORE, BE IT RESOLVED, that I Eric W. Orsborn, Mayor of the City of Buckeye, do hereby proclaim June – July as the official 2022 Summer Reading Program months for the "Maricopa County Reads – Oceans of Possibilities," and encourage Buckeye residents of all ages to visit their public libraries and to participate in the 2022 Summer Reading Program "Oceans of Possibilities."

Given under my hand in these free United States in the City of Buckeye on the 17th 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.

Signed: _____
Eric W. Orsborn, Mayor

Attest: _____
Lucinda J. Aja, City Clerk

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 05/17/22	**AGENDA ITEM:** 3.C. Mayor Orsborn to proclaim May 15th through May 21st 2022 as Police Appreciation Week in the city of Buckeye.
DATE PREPARED: 05/17/22	**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 15 through May 21, 2022 as Police Appreciation 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:

5-17-22 Police week proclamation proof.pdf

Proclamation

CITY OF BUCKEYE, ARIZONA

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Buckeye Police Department; and

WHEREAS, the Buckeye Police Department plays an essential role in safeguarding the rights and freedoms of all members of the community; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting people against violence and disorder, and protect the innocent from fraud and oppression; and

WHEREAS, the men and women of the Buckeye Police Department unceasingly provide this vital public service.

NOW, THERFORE, BE IT KNOWN, that I, Eric W. Orsborn, Mayor of the city of Buckeye, do hereby proclaim the week of **May 15th to May 21st, 2022** to be

BUCKEYE POLICE APPRECIATION WEEK

in the City of Buckeye to recognize and honor the law enforcement officers of the Buckeye Police Department who show the ultimate sacrifice in service to our community; and

BE IT FURTHER RESOLVED, that the Buckeye City Council calls upon all citizens to join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens. The Buckeye City Council publicly salutes the service of law enforcement officers in our community and in communities across the nation.

Given under my hand in these free United States in the City of Buckeye on the 17th day of May, two thousand twenty-two, and to which I have caused the Great Seal of the City of Buckeye to be affixed.

Signed:

Eric W. Orsborn, Mayor

Attest:

Lucinda J. Aja, City Clerk

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 05/17/22	**AGENDA ITEM:** 4.A. Minutes
DATE PREPARED: 05/17/22	**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 19, 2022 Council Workshop Minutes, April 19, 2022 Regular Council Meeting Minutes, and April 22, 2022 Council Retreat 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 19, 2022 Council Workshop Minutes, April 19, 2022 Regular Council Meeting Minutes, and April 22, 2022 Council Retreat Minutes.

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

ATTACHMENTS:
04.19.2022 Council Workshop Minutes.pdf
04.19.2022 Regular Council Meeting Minutes.pdf
04.22.2022 Council Retreat Minutes.pdf

CITY OF BUCKEYE
COUNCIL WORKSHOP
APRIL 19, 2022
MINUTES

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

1. Call to Order/Roll Call

Mayor Orsborn called the meeting to order at 3:32 p.m.

Members Present: Councilmember Youngker (arrived at 3:35 p.m.), Councilmember Goodman, Councilmember HagEstad, Councilmember Guy, Councilmember Hess (arrived at 3:33 p.m.), 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, and Human Resources Director Nancy Love.

2. Workshop Items

2.A Presentation and discussion related to the comprehensive classification and compensation study conducted by Segal.

Staff Liaison: Nancy Love, Human Resources Director

Ms. Love opened the presentation and introduced The Segal Group, Inc. (Segal) team: Carol Mercer, Luis Gonzalez, and Megan Ayers. Ms. Mercer provided an overview of the Segal firm and listed and described the project objectives. The City is utilizing the services of Segal to conduce a compensation and classification study to review and update the City's jobs and measure the City's pay position relative to its competitive labor market. An overview of the classification study and the compensation study was provided. Survey data was collected from local government peers and supplemented the data with compensation data for the private sector market. Councilmember Goodman requested clarification regarding job families. Ms. Mercer clarified the listed job families that resulted from the classification analysis. Mayor Orsborn requested further clarification regarding job families. Ms. Mercer confirmed the administrative support job family will have positions in most departments, but several job families are department specific. Mr. Gonzalez provided an overview of the compensation results and defined base pay and pay ranges/pay grades; Segal utilized the market 65th percentile as a basis for making comparisons for the study. Councilmember Hess requested clarification regarding the market data used. Mr. Gonzalez confirmed the market data referenced is the data received from comparator governmental agencies. Peer jurisdictions were listed; the peer jurisdictions listed were used because they are geographically close, provide similar services, have similar departments, and compete with Buckeye for employees. Overall, Buckeye is competitive to market in terms of base pay at 98 percent, pay range midpoint at 98 percent, and pay range maximum at 97 percent of the average. Mayor Orsborn requested further information regarding competitiveness among comparator jurisdictions. Ms. Love stated the City of Phoenix and other jurisdictions, depending on the period of time, have been more competitive and some jurisdictions are actively seeking out employees and

changing their pay for recruitment purposes. Ms. Mercer stated there are other jurisdictions currently in the process of conducting compensation and classification studies. Ms. Ayers provided information regarding the City's current pay structure for exempt and non-exempt salary positions. The proposed salary structure for exempt and non-exempt salary positions was displayed and described; the proposed salary structure includes 15 salary bands, has a midpoint differential of 10 to 15 percent, a range spread of 50 to 60 percent, has a minimum annual salary of $33,200 and a maximum annual salary of $222,100. Vice Mayor Heustis requested clarification regarding the current and proposed salary band structure. Ms. Ayers clarified the current structure has 24 total bands that are not numbered sequentially and the proposed structure has 15 bands numbered sequentially. Mayor Orsborn requested clarification regarding the non-sequential numbering within the current structure. Ms. Love stated that, over time and with different implementation strategies, gaps in numbering occurred; provided further information regarding the proposed structure that consolidates the 24 pay bands to 15 pay bands. Vice Mayor Heustis requested further information regarding the decision to place employees within the proposed pay band structure. Ms. Love stated during implementation of the proposed structure and moving forward, a tool provided by Segal will be utilized to determine which pay band each position will be assigned to. Ms. Ayers provided further clarification regarding the development of the proposed pay band structure. The current and proposed salary structure for sworn police positions were reviewed. The proposed structure includes three bands based on rank, nine steps within each band, a 35 percent midpoint differential between bands, a 4.75 percent step differential, and a range spread of 45 percent. Step progression through the proposed bands is based on time in position and on average the structure midpoint is 101 percent competitive to the market 65th percentile. Vice Mayor Heustis requested clarification regarding the proposed steps. Ms. Ayers stated the comparator jurisdiction police pay structures varied between a broadband and a step structure and most step structures have nine steps. Ms. Love stated Avondale has sixteen steps, Goodyear has eight steps, Phoenix and Tempe have nine steps, and Surprise and Queen Creek have eight steps in their police officer step structure. Ms. Ayers stated the proposed structure takes into account the number of steps in comparator jurisdiction structures; clarified the earning potential under the proposed structure for a police lieutenant increases at step nine from $129,251 to $159,600. Councilmember Goodman requested clarification regarding career progression. Ms. Ayers confirmed the proposed structure allows for career progression and promotion from police officer to police sergeant to police lieutenant; stated the 4.75 percent step differential is consistent among the proposed bands. The current and proposed salary structure for fire positions were reviewed. The proposed structure includes four bands; there are ten steps in the firefighter band, three steps in the fire engineer band, four steps in the fire captain band, and nine steps in the fire battalion chief band with step progression based on time in position. Mayor Orsborn requested clarification regarding competitiveness to market. Ms. Ayers stated the proposed fire structure is more competitive to market overall and the focus is based on 65 percent of the market data midpoint; clarified the proposed midpoints for each range or band vary in competitiveness but on average the midpoints are competitive to the local jurisdiction market 65 percentile. Mr. Gonzalez provided information regarding next steps and implementation of the salary structures; next steps include Council approval of salary structures, assignment of final pay grades, and implementation. Implementation approaches were reviewed and include a structure-based approach and a compa ratio approach. Regardless of the implementation approach used, no employee will lose pay and no positions will be eliminated. Councilmember Guy requested further information regarding implementation and equity among staff; stated the importance of funding an implementation strategy while balancing budget needs of the City. Ms. Love stated income disparity that has happened over time is being reviewed and will be taken into consideration during implementation; stated that, due to the difficulty finding employees in certain positions, the City has hired staff above the midpoint range and those new employees may then make more than current employees, but the goal is to maintain internal equity. Vice Mayor Heustis requested further information regarding the evaluation of employee performance; stated the importance of implementing an evaluation system to rate employee performance. Ms. Love clarified the current performance evaluation process and how employees move across the pay range with merit increases; confirmed employees must receive a successful or better annual performance evaluation in order to be eligible for approved merit increases. Councilmember Youngker stated the importance of implementation and continued support of the classification and compensation plan. Mayor Orsborn requested further information regarding employee benefits; requested benefit data be provided to Council for review; requested clarification regarding continued review of the City's

pay ranges; stated the importance of being competitive in the market. Ms. Love stated a separate analysis is conducted with regard to employee benefits and specialty pays and were not included in this classification and compensation study; confirmed continued reviews of the City's pay structures and how competitive they are in the market will occur. Mr. Cotterman stated staff is seeking direction with regard to the proposed pay ranges and competitiveness in the market as well as the implementation approach; stated staff's goal is to bring the approval of the structure and implementation approach to Council at a future meeting date; confirmed department directors will meet with Human Resources to review each employees new pay structure and where those employees will fall within the pay structure. Councilmember Hess requested clarification regarding the goal of market competitiveness. Ms. Mercer clarified the third and fourth ranked most competitive jurisdiction in the local market is approximately equal to the target of the 65th percentile. Mr. Cotterman stated employee compensation for FY 2022-2023 will be discussed during the review of the proposed budget; stated staff recommends maintaining each employee's distance from the midpoint in the current range to the new range. Ms. Love confirmed the proposed structure and implementation approaches have been provided to the directors and will be presented to the employee steering committee. Vice Mayor Heustis presented statements regarding competitiveness in the market and the impacts of other jurisdictions also updating their pay structures; requested clarification regarding employees at the top of their pay range. Ms. Love stated cost of living adjustments (COLA) increase the pay ranges and merit increases may be given to employees as a lump sum if they are at the top of their pay range; confirmed COLA increases typically adjust across the entire range. Councilmember HagEstad requested further information regarding total compensation; requested clarification regarding competitiveness; stated implementation of the proposed pay structures may impact COLA increases. Ms. Love stated the decision was made to only address classification and compensation under this study; confirmed the City's goal of being ranked the third or fourth jurisdiction with regard to competiveness is contingent on what decisions are made by other jurisdictions. General discussion was held regarding implementation of the proposed pay structures and placing individual employees within the new pay structures. Ms. Ayers provided clarification regarding the proposed minimum salary.

2.B Review and discussion of the Fiscal Year 2022-2023 Budget.
Staff Liaison: William Kauppi, Chief Financial Officer

Mr. Kauppi presented an overview of the proposed Fiscal Year 2022-2023 Budget; revenues and expenditures by fund were listed and described. State Shared Revenues (SSR) have increased 46 percent over the previous year. Capital Improvement Plan (CIP) projects are under review and the final proposed budget will be finalized once CIP projects are included and once approval of compensation implementation and/or COLA and merit increases are determined; after a review of peer jurisdiction budgets, the average peer jurisdiction is planning a six percent merit and/or COLA increase for their employees in FY 2022-2023. Councilmember Hess requested further clarification regarding proposed pay increases. Mr. Cotterman stated staff is gathering information from comparator jurisdictions to determine the best approach with regard to pay; stated he recommends a five percent COLA and two percent merit increase at this time to keep up with the market and remain competitive; provided information regarding pay approaches taken by other jurisdictions; confirmed the proposed budget includes insurance cost increases and a split of those increased costs between the City and employees. Mr. Kauppi provided information regarding the City's public safety unfunded liability and the goal of reaching a 95 percent funded plan. Councilmember Hess requested further clarification the City's public safety unfunded liability. Mr. Kauppi stated the City has an unfunded liability of approximately 28 million dollars; stated the faster the unfunded liability is paid off, the City will pay a lower pension rate; provided further clarification regarding the City's unfunded liability and plans to pay it off. Mr. Kauppi confirmed the current budget estimates include the expected eleven percent increase in health insurance premiums and the recommendation to add 67.5 new positions. General fund one-time revenues and expenditures were listed and reviewed; staff projects a fund balance of approximately 71 million dollars as of July 1, 2022 leaving $68,328,854 available for one time expenditures. Water and wastewater fund revenues and expenditures were summarized. Councilmember Hess requested further information regarding funds to purchase water. Ms. Solano stated the budget includes funds to pay for NIA/CAP water. Councilmember Goodman requested further information regarding the City's bonding capacity. Mr.

Kauppi stated bonding capacity depends on the type of debt; briefly reviewed revenue bonds, excise tax, and certificates of participation options. Staffing requests were listed and discussed; staff is recommending the addition of 67.5 positions among the departments. Proposed CIP projects were listed and reviewed; the total for all *requested* CIP projects equals approximately 100 million dollars. Councilmember Youngker requested further clarification regarding a proposed COLA for employees; presented statements regarding identifying other funding sources to pay for proposed CIP projects. Ms. Love stated the City generally uses data from the Social Security Administration to determine the appropriate amount for a COLA; stated the proposed five percent pay increase is more of a market adjustment for retention purposes. Mr. Cotterman stated other jurisdictions are providing market adjustments. Councilmember Hess requested clarification regarding additional staff requests. Mr. Kauppi stated new approved staff would be hired after July 1, 2022; stated costs and adjustments will be evaluated every year to determine compensation costs for employees. Mayor Orsborn requested further information regarding staffing requests. Chief Rhoades provided information regarding staffing of the proposed Fire Station in the Blue Horizons community; confirmed staff has submitted a grant funding request to pay for staffing of the Blue Horizons Fire Station. Chief Hall confirmed the Police Department has requested additional road officers; provided clarification regarding the placement of those additional officers if approved in the budget. Mr. Kauppi provided additional information regarding the requested staff in Water Resources. Ms. Solano stated a lead operator is needed at all four facilities and with the addition of wells the department needs maintenance mechanics; stated the department has been under-staffed and is in need of additional maintenance and electrician positions.

3. Adjournment.

A motion was made by Councilmember Hess and seconded by Vice Mayor Youngker to adjourn the meeting at 5:33 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 19, 2022. I further certify that a quorum was present.

_____
Lucinda J. Aja, City Clerk

BUCKEYE, AZ

CITY OF BUCKEYE
REGULAR COUNCIL MEETING
APRIL 19, 2022
MINUTES

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

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

Mayor Orsborn called the meeting to order at 6:00 p.m.; Minister Patrick Swayne of West Valley Church of Christ 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, Attorney John Austin Gaylord, 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.

David Robinson presented statements regarding his missing adult son and his search in the City for his son; requested help from the City to find his son.

Emilie Myth presented statements regarding the need for more reliable internet service and infrastructure in the Tartesso community.

3. Awards/Presentations/Proclamations

3.A Mayor Orsborn proclaimed April as Fair Housing Month in the City of Buckeye.

4. Minutes

4.A Council to take action on approval of the March 15, 2022 Council Workshop Minutes, March 15, 2022 Special Council Meeting and Executive Session Minutes, and March 15, 2022 Regular Council Meeting Minutes.

A motion was made by Vice Mayor Heustis and seconded by Councilmember Youngker to adopt the March 15, 2022 Council Workshop Minutes, March 15, 2022 Special Council Meeting and Executive Session Minutes, and March 15, 2022 Regular Council Meeting Minutes. Motion passed unanimously.

4. 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 Guy 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, *6.E., and *6.F. Motion passed unanimously.

***6.A Council to take action on Resolution No. 26-22 approving an Intergovernmental Agreement with the City of Litchfield Park and the Town of Wickenburg regarding use and operation of swimming pools; and authorizing the Mayor and City Manager to execute and deliver said Agreement and related documents on behalf of the City.**
Staff Liaison: Miranda Gomez, Community Services Director

Council adopted Resolution No. 26-22 approving an Intergovernmental Agreement with the City of Litchfield Park and the Town of Wickenburg regarding use and operation of swimming pools; and authorizing the Mayor and City Manager to execute and deliver said Agreement and related documents on behalf of the City.

***6.B Council to take action on Resolution No. 40-22 adopting the 2021 Maricopa County Multi-Jurisdictional Hazard Mitigation Plan.**
Staff Liaison: Jake Rhoades, Fire Chief

Council adopted Resolution No. 40-22 adopting the 2021 Maricopa County Multi-Jurisdictional Hazard Mitigation Plan.

***6.C Council to take action on a final plat for Sun City Festival Parcel J2, generally located southwest of the intersection of Sun Valley Parkway and Canyon Springs Boulevard.**
Staff Liaison: Robert Busick, Planner II

Council approved a final plat for Sun City Festival Parcel J2, generally located southwest of the intersection of Sun Valley Parkway and Canyon Springs Boulevard.

***6.D Council to take action on a final plat for Sun City Festival Parcel HH1-5, generally located northeast of the intersection of Beardsley Parkway and Desert Oasis Boulevard.**
Staff Liaison: Robert Busick, Planner II

Council approved a final plat for Sun City Festival Parcel HH1-5, generally located northeast of the intersection of Beardsley Parkway and Desert Oasis Boulevard.

***6.E Council to take action on the removal of Angel Browning as a Regular Member of the Buckeye Pollution Control Corporation and the appointment of Shelley Milton as a Regular Member of the Buckeye Pollution Control Corporation with a term expiration date of December, 2026.**
Staff Liaison: Summer Stewart, Deputy City Clerk

Council approved the removal of Angel Browning as a Regular Member of the Buckeye Pollution Control Corporation and the appointment of Shelley Milton as a Regular Member of the Buckeye Pollution Control Corporation with a term expiration date of December, 2026.

***6.F Council to take action on Resolution No. 51-22 accepting the special warranty deed from Buckeye 77 Owner, LLC, dedicating and conveying certain real property at the southeast corner of Apache Road and Southern Avenue.**
Staff Liaison: Paul Lopez, Deputy City Engineer

Council adopted Resolution No. 51-22 accepting the special warranty deed from Buckeye 77 Owner, LLC, dedicating and conveying certain real property at the southeast corner of Apache Road and Southern Avenue.

7. Public Hearings / Non-Consent - New Business

7.A Council to hold a public hearing and take action on Ordinance No. 09-22 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 40 acres located at the southeast corner of Jackrabbit Trail/195th Avenue and Encanto Boulevard.
Staff Liaison: Sean Banda, Senior Planner

Mr. Banda provided an overview of annexation Ordinance No. 09-22; vicinity maps were displayed. Jason Morris of Withey Morris, PLC on behalf of Encanto 2020, LLC, is requesting annexation of an approximately 40-acre parcel of land for a project known as Encanto 38. The subject property is located on the southeast corner of Jackrabbit Trail/195th Avenue and Encanto Boulevard. This annexation meets the requirements as outlined in A.R.S 9-471. Separate applications to Rezone and Plat the property have been submitted with the intent of rezoning and developing single-family residential and future commercial. This is the second and final public hearing; staff recommends adoption of the annexation ordinance; the applicant was available for questions. Mayor Orsborn opened a public hearing at 6:18 p.m. to hear citizen input regarding the requested annexation. Councilmember Hess requested clarification regarding the annexation process. Mr. Banda stated the applicant has twelve months to record an approved annexation ordinance. There being no further comment, Mayor Orsborn closed the public hearing at 6:20 p.m. A motion was made by Vice Mayor Heustis and seconded by Councilmember Goodman to adopt Ordinance No. 09-22 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 40 acres located at the southeast corner of Jackrabbit Trail/195th Avenue and Encanto Boulevard. Motion passed unanimously.

7.B Council to hold a public hearing and take action on Ordinance No. 10-22 amending the Zoning Map of the City of Buckeye on approximately 40 acres located at the southeast corner of Jackrabbit Trail/195th Avenue and Encanto Boulevard, from Single-Family Rural Residential (SF-43) to Community Commercial (C-2) and Single Family Residential 6 (SF-6), and designating a Planned Development Overlay.
Staff Liaison: Sean Banda, Senior Planner

Mr. Banda provided an overview of rezone Ordinance No. 10-22; vicinity maps were displayed. Jason Morris, Withey Morris PLC on behalf of Ecanto 2020, LLC, requests a rezone from Single-Family Residential 43 (SF-43) to a combination of Community Commercial (C-2) and Single-Family 6 (SF-6) with a Planned Area Development (PAD) overlay to accommodate development of a single-family residential subdivision with an adjoining pad site for future commercial use. Development of the property will add more single-family housing to the City and commercial opportunity. Staff recommends adoption of the rezone ordinance; the applicant was available for questions. Mayor Orsborn opened a public hearing at 6:21 p.m. to hear citizen input regarding the requested rezone. Councilmember Hess requested clarification regarding citizen outreach. Mr. Banda stated the applicant has been working with neighboring residents to address concerns related to

view fencing, horse properties, and single-story homes; the applicant has also worked with staff to address circulation and access concerns. Councilmember Guy thanked the applicant for working with residents to address concerns. Vice Mayor Heustis requested clarification regarding setback standards. Mr. Banda stated the setback from the street for SF-6 is eighteen feet from the garage; stated the applicant will be required to comply with driveway standards. Councilmember Youngker requested information regarding half-street improvements; expressed concern with traffic in the proposed community and outlying areas. The applicant provided information regarding street improvements related to the property and proposed projects at the site. There being no further comment, Mayor Orsborn closed the public hearing at 6:34 p.m. A motion was made by Councilmember Guy and seconded by Councilmember Goodman to adopt Ordinance No. 10-22 amending the Zoning Map of the City of Buckeye on approximately 40 acres located at the southeast corner of Jackrabbit Trail/195th Avenue and Encanto Boulevard, from Single-Family Rural Residential (SF-43) to Community Commercial (C-2) and Single Family Residential 6 (SF-6), and designating a Planned Development Overlay. Councilmember HagEstad, Councilmember Goodman, Councilmember Guy, Councilmember Hess, Vice Mayor Heustis, and Mayor Orsborn voted aye; Councilmember Youngker voted nay. Motion carried.

7.C Council to take action on Ordinance No. 07-22 declaring the document entitled "PLZM-21-00260 - Buckeye Development Code Housekeeping Amendments" as a public record; adopting PLZM-21-00260 - Buckeye Development Code Housekeeping Amendments" by reference; amending Buckeye City Code Chapter 7; 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 the proposed Buckeye Development Code Housekeeping Amendments. The Development Code is a statutory document that sets out the specific permitted land uses and development standards that apply to properties in the City of Buckeye. The Development Code was passed in 2010, updated in 2021, and is generally amended from time to time in order to make sure that code standards are accurate and as up-to-date as possible. The primary purpose of the proposed housekeeping amendments is to simplify wording, correct errors, make minor modifications, and clarify the intent of ambiguous provisions. Councilmember Hess requested further information regarding home occupation provisions in the proposed amendments. Mr. Wingard clarified the provisions relate to home based occupations and do not apply to churches; confirmed the proposed amendments do not impact boarding houses or bed and breakfast establishments. Councilmember HagEstad requested further clarification regarding cell tower provisions. Mr. Wingard clarified staff proposes that wireless facilities for municipal uses are exempt from provisions of the Development Code. Councilmember Youngker requested further information regarding paving. Mr. Wingard stated the proposed amendments include regulations for paving. Mayor Orsborn presented statements regarding the need to regularly review and update the City's Development Code as needed. A motion was made by Vice Mayor Heustis and seconded by Councilmember Hess to adopt Ordinance No. 07-22 declaring the document entitled "PLZM-21-00260 - Buckeye Development Code Housekeeping Amendments" as a public record; adopting PLZM-21-00260 - Buckeye Development Code Housekeeping Amendments" by reference; amending Buckeye City Code Chapter 7; providing for the repeal of conflicting ordinances; providing for severability; and providing for penalties. Motion passed unanimously.

7.D Council to take action on the transfer of General Fund Contingency Funds and the expenditure of funds to order and purchase 2023 model year vehicles for potential new positions and planned vehicle replacements in the Police and Fire Departments.
Staff Liaison: Scott Lowe, Public Works Director

Mr. Lowe provided an overview of the request to transfer and expend funds to order and purchase vehicles. Due to the ongoing microchip, labor, and supply chain shortages across the nation, General Motors (GM) is opening the order bank on May 5, 2022 to order model 2023 Patrol PPV Tahoe's this year. The GM order bank will only be open until the allotment of vehicles has been ordered and then it will be closed and no further orders will be accepted. GM is only accepting orders with an active purchase order to ensure the allotted vehicles are being requested by agencies. The Police Department is requesting seventeen Patrol supplemental positions

during the Fiscal Year 2022-2023 budget and the Fire Department has requested two new positions; each of these positions, if approved, will require the purchase of an additional vehicle. This request also includes purchasing five additional Chevrolet Tahoe PPV 2x4 Patrol vehicles that will be utilized in the Fleet replacement process for units that have exceeded their expected life cycle. This request includes the transfer and expenditure of not to exceed $1,111,239.60 ($46,301.65 per vehicle). Councilmember Youngker requested clarification regarding the request to purchase vehicles. Mr. Lowe confirmed the request is for the purchase of vehicles only and the funds needed to outfit the vehicles will be included in the Fiscal Year 2022-2023 budget process. Mayor Orsborn requested clarification regarding the vehicles to be purchased. Mr. Lowe stated Ford Explorer vehicles were purchased in the past as a mid-year expenditure and the City missed the deadline for the purchase of Chevy Tahoes. A motion was made by Vice Mayor Heustis and seconded by Councilmember Youngker to approve the transfer of General Fund Contingency Funds and the expenditure of funds to order and purchase 2023 model year vehicles for potential new positions and planned vehicle replacements in the Police and Fire Departments. Motion passed unanimously.

8. Comments from the Mayor and Council

Councilmember Hess: no comment.

Councilmember Guy: no comment.

Vice Mayor Heustis: no comment.

Councilmember Goodman: no comment.

Councilmember HagEstad: no comment.

Councilmember Youngker: no comment.

Mayor Orsborn: presented statements regarding the recent successful Spring event held in the City; thanked staff.

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 7:00 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 19, 2022. I further certify that a quorum was present.

_____
Lucinda J. Aja, City Clerk

BUCKEYE, AZ

CITY OF BUCKEYE
COUNCIL RETREAT
APRIL 22, 2022
MINUTES

Saguaro Room / Sun City Festival
26285 W. Marrow Dr.
Buckeye, AZ 85396
9:00 AM

1. Call to Order/Roll Call

Mayor Orsborn called the meeting to order at 9:05 a.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 City Manager James Shano, Deputy City Manager Dave Roderique, City Attorney John Gaylord, City Clerk Lucinda Aja, Presiding Judge John Burkholder, Marketing and Communications Manager Annie DeChance, Development Services Director Brian Craig, Intergovernmental Affairs Director George Diaz, Community Services Director Miranda Gomez, Assistant to Mayor Christine Grundy, Police Chief Larry Hall, Chief Financial Officer William Kauppi, Human Resources Director Nancy Love, Public Works Director Scott Lowe, Information Technology Director Greg Platacz, Fire Chief Jake Rhoades, City Engineer Scott Zipprich, Water Resources Director Alisha Solano, and City Engineer Scott Zipprich.

Facilitators: Mike Fletcher and Bill Stipp with Bridge Group

Mayor Orsborn and City Manager Dan Cotterman welcomed Council and staff and provided an overview of the day's discussions. Mike Letcher and Bill Stipp provided an overview of the workshop agenda and desired outcomes, reviewed discovering your personal and organizational "Why", and discussed identifying the City Council's vision for the City of Buckeye.

Break: 10:22 a.m. to 10:37 a.m.

General discussion was held regarding factors that influence an effective council and city manager relationship, including expectations and the relationship of the organization.

Working Lunch: 11:25 p.m.

City Manager Dan Cotterman thanked participants for their attendance. There being no further discussion the meeting was adjourned by Mayor Orsborn at 1:27 p.m.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Council Retreat held on April 22, 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: 05/17/22	**AGENDA ITEM:** 5.A. City Expenditures
DATE PREPARED: 05/17/22	**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 invoices are available at City Hall.

BUDGETED:
Yes

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Expenditures 04202022-05042022.pdf

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
141087	04/20/2022	PRTD	6820	1582, LLC	249	01/18/2022	22200034	042022AP	1,650.00
					1,650.00 10002140 520004 Medical Exams & Service				
							CHECK	141087 TOTAL:	1,650.00
141088	04/20/2022	PRTD	6456	3 MINUTE BUCKEYE LLC	1040	02/02/2022	22200427	042022AP	355.78
					177.89 40003210 521508 Automotive Expenses				
					177.89 40013220 521508 Automotive Expenses				
				3 MINUTE BUCKEYE LLC	1049	03/01/2022	22200427	042022AP	355.78
					177.89 40003210 521508 Automotive Expenses				
					177.89 40013220 521508 Automotive Expenses				
				3 MINUTE BUCKEYE LLC	1043	03/04/2022	22201315	042022AP	22.50
					22.50 10003171 520505 Vehicle & Equipment Repair				
							CHECK	141088 TOTAL:	734.06
141089	04/20/2022	PRTD	5566	ACRO SERVICE CORPORATION	1716662	04/10/2022	22200758	042022AP	341.46
					341.46 10005180 520056 Inspection Services				
				ACRO SERVICE CORPORATION	1716663	04/10/2022	22200757	042022AP	585.36
					585.36 10005180 520056 Inspection Services				
				ACRO SERVICE CORPORATION	1638896	02/06/2022	22200404	042022AP	727.75
					727.75 10002121 520012 Contract Labor				
				ACRO SERVICE CORPORATION	1716550	04/10/2022	22200874	042022AP	727.75
					727.75 10002121 520012 Contract Labor				
				ACRO SERVICE CORPORATION	1705223	04/03/2022	22200399	042022AP	509.20
					509.20 10005185 520037 Professional Services General				
				ACRO SERVICE CORPORATION	1705222	04/03/2022	22200399	042022AP	1,273.00
					1,273.00 10005185 520037 Professional Services General				
				ACRO SERVICE CORPORATION	1699355	03/27/2022	22200363	042022AP	668.88
					334.44 40003210 520012 Contract Labor				
					334.44 40013220 520012 Contract Labor				
				ACRO SERVICE CORPORATION	1705068	04/03/2022	22200363	042022AP	603.85
					301.92 40003210 520012 Contract Labor				
					301.93 40013220 520012 Contract Labor				
				ACRO SERVICE CORPORATION	1716548	04/10/2022	22200363	042022AP	743.20
					371.60 40003210 520012 Contract Labor				
					371.60 40013220 520012 Contract Labor				

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
								CHECK 141089 TOTAL:	6,180.45
141090	04/20/2022	PRTD	5141	ANDREWS REFRIGERATION	136491	03/16/2022	22200341	042022AP	479.05
					479.05 40013222 520543	WW R&M			
								CHECK 141090 TOTAL:	479.05
141091	04/20/2022	PRTD	1095	ANTHONY'S BACKFLOW INC	151-22	04/16/2022	22200170	042022AP	594.50
					594.50 38103202 520035	Landscaping Service			
								CHECK 141091 TOTAL:	594.50
141092	04/20/2022	PRTD	1104	ARAMARK UNIFORM & CAREER APPAREL	473000381079	03/31/2022	22200362	042022AP	738.65
					436.59 40003210 521922	Uniforms			
					302.06 40013220 521922	Uniforms			
								CHECK 141092 TOTAL:	738.65
141093	04/20/2022	PRTD	1116	ARIZONA ELEVATOR SOLUTIONS, INC.	51567	01/01/2022	22200195	042022AP	745.60
					745.60 10003174 520512	Building Repairs			
				ARIZONA ELEVATOR SOLUTIONS, INC.	52842	03/01/2022	22200195	042022AP	745.60
					745.60 10003174 520512	Building Repairs			
								CHECK 141093 TOTAL:	1,491.20
141094	04/20/2022	PRTD	1960	ARIZONA MACHINERY, LLC	P63038	02/25/2022	22200190	042022AP	2,912.11
					2,912.11 40003210 521508	Automotive Expenses			
				ARIZONA MACHINERY, LLC	P63518	03/08/2022	22200190	042022AP	143.27
					143.27 38103202 521508	Automotive Expenses			
								CHECK 141094 TOTAL:	3,055.38
141095	04/20/2022	PRTD	5967	ARIZONA STATE RIFLE AND PISTOL AS	BPD0322	04/06/2022	22200291	042022AP	842.00
					842.00 10002121 522155	Operational Supplies			
								CHECK 141095 TOTAL:	842.00
141096	04/20/2022	PRTD	6679	ARRINGTON WATKINS ARCHITECTS, LLC	2020572	03/31/2022	22200409	042022AP	11,100.00
					11,100.00 50212121 543143	Police Training Center			
								CHECK 141096 TOTAL:	11,100.00

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
141097	04/20/2022	PRTD	6665	ASPIN/MOHAVE	22B05487	04/06/2022	22200829	042022AP	2,601.30
					2,601.30 35754150 521502	Program Supplies/Equipment			
				ASPIN/MOHAVE	22B05969	04/13/2022	22200829	042022AP	2,440.52
					2,440.52 35754150 521502	Program Supplies/Equipment			
								CHECK 141097 TOTAL:	5,041.82
141098	04/20/2022	PRTD	6588	AVIX ACCOUNTING LLC	1786	04/19/2022	22200542	042022AP	974.11
					974.11 10001110 520037	Professional Services General			
								CHECK 141098 TOTAL:	974.11
141099	04/20/2022	PRTD	1162	ARIZONA DEPARTMENT WATER RESOURCE	FY22 Recovery Well P	04/12/2022		042022AP	1,000.00
					1,000.00 40003228 520036	Permit Fees			
				ARIZONA DEPARTMENT WATER RESOURCE	FY22 Filing Fee	04/12/2022		042022AP	30.00
					30.00 40003228 520036	Permit Fees			
								CHECK 141099 TOTAL:	1,030.00
141100	04/20/2022	PRTD	1165	ARIZONA GLOVE & SAFETY	7566752	04/07/2022	22200229	042022AP	1,376.95
					1,376.95 40003350 521514	Water Distrib System R&M			
								CHECK 141100 TOTAL:	1,376.95
141101	04/20/2022	PRTD	6937	AZ PARADISE BOUNCERS	10934	04/09/2022	22201290	042022AP	2,618.17
					2,618.17 30584160 521502	Program Supplies/Equipment			
								CHECK 141101 TOTAL:	2,618.17
141102	04/20/2022	PRTD	1193	BAKER & TAYLOR	2036518613	04/05/2022	22200156	042022AP	20.34
					20.34 10004151 521550	Library Materials			
				BAKER & TAYLOR	2036518669	04/05/2022	22200156	042022AP	20.34
					20.34 10004151 521550	Library Materials			
				BAKER & TAYLOR	2036529375	04/05/2022	22200156	042022AP	85.54
					85.54 10004151 521550	Library Materials			
				BAKER & TAYLOR	2036529383	04/05/2022	22200156	042022AP	14.32
					14.32 10004151 521550	Library Materials			
				BAKER & TAYLOR	2036518686	04/05/2022	22200712	042022AP	66.75
					66.75 35764150 521525	LSTA Grant			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK	NET
			BAKER & TAYLOR	2036518687	04/05/2022	22200712	042022AP	29.92
				29.92 35764150 521525	LSTA Grant			
			BAKER & TAYLOR	2036616078	04/05/2022	22200156	042022AP	22.34
				22.34 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036616079	04/05/2022	22200156	042022AP	23.59
				23.59 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036616080	04/05/2022	22200156	042022AP	27.58
				27.58 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036616081	04/05/2022	22200156	042022AP	28.64
				28.64 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036616082	04/05/2022	22200156	042022AP	26.66
				26.66 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036630411	03/30/2022	22200156	042022AP	31.10
				31.10 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036630413	03/30/2022	22200156	042022AP	50.08
				50.08 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036630415	03/30/2022	22200156	042022AP	107.59
				107.59 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036630416	03/30/2022	22200156	042022AP	27.58
				27.58 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036630417	03/30/2022	22200156	042022AP	159.34
				159.34 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036630421	03/30/2022	22200156	042022AP	76.56
				76.56 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036630422	03/30/2022	22200156	042022AP	23.34
				23.34 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036630423	03/30/2022	22200156	042022AP	117.20
				117.20 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036630424	03/30/2022	22200156	042022AP	19.18
				19.18 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036630425	03/30/2022	22200156	042022AP	69.33
				69.33 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036330426	03/30/2022	22200156	042022AP	77.28
				77.28 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036630427	03/30/2022	22200156	042022AP	18.65

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK	NET
			18.65 10004151 521550 Library Materials					
			BAKER & TAYLOR	2036630429	03/30/2022	22200156	042022AP	59.84
			59.84 10004151 521550 Library Materials					
			BAKER & TAYLOR	2036630431	03/30/2022	22200156	042022AP	51.23
			51.23 10004151 521550 Library Materials					
			BAKER & TAYLOR	2036330432	03/30/2022	22200156	042022AP	142.19
			142.19 10004151 521550 Library Materials					
			BAKER & TAYLOR	2036630433	03/30/2022	22200156	042022AP	408.72
			408.72 10004151 521550 Library Materials					
			BAKER & TAYLOR	2036614608	03/30/2022	22200156	042022AP	27.71
			27.71 10004151 521550 Library Materials					
			BAKER & TAYLOR	2036614609	03/30/2022	22200156	042022AP	44.88
			44.88 10004151 521550 Library Materials					
			BAKER & TAYLOR	2036614611	03/30/2022	22200156	042022AP	29.68
			29.68 10004151 521550 Library Materials					
			BAKER & TAYLOR	2036614612	03/30/2022	22200156	042022AP	37.32
			37.32 10004151 521550 Library Materials					
			BAKER & TAYLOR	2036614613	03/30/2022	22200156	042022AP	19.65
			19.65 10004151 521550 Library Materials					
			BAKER & TAYLOR	2036614614	03/30/2022	22200156	042022AP	40.68
			40.68 10004151 521550 Library Materials					
			BAKER & TAYLOR	2036614615	03/30/2022	22200156	042022AP	279.87
			279.87 10004151 521550 Library Materials					
			BAKER & TAYLOR	2036614616	03/30/2022	22200156	042022AP	53.08
			53.08 10004151 521550 Library Materials					
			BAKER & TAYLOR	2036614618	03/30/2022	22200156	042022AP	40.68
			40.68 10004151 521550 Library Materials					
			BAKER & TAYLOR	2036614619	03/30/2022	22200156	042022AP	34.94
			34.94 10004151 521550 Library Materials					
			BAKER & TAYLOR	2036614621	03/30/2022	22200156	042022AP	14.38
			14.38 10004151 521550 Library Materials					
			BAKER & TAYLOR	2036614622	03/30/2022	22200156	042022AP	39.42
			39.42 10004151 521550 Library Materials					
			BAKER & TAYLOR	2036614623	03/30/2022	22200156	042022AP	38.36
			38.36 10004151 521550 Library Materials					

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
				BAKER & TAYLOR	2036614624	03/30/2022	22200156	042022AP	138.81
					138.81 10004151 521550	Library Materials			
				BAKER & TAYLOR	2036614625	03/30/2022	22200156	042022AP	76.74
					76.74 10004151 521550	Library Materials			
				BAKER & TAYLOR	2036614626	03/30/2022	22200156	042022AP	55.43
					55.43 10004151 521550	Library Materials			
				BAKER & TAYLOR	2036614627	03/30/2022	22200156	042022AP	20.78
					20.78 10004151 521550	Library Materials			
				BAKER & TAYLOR	2036614628	03/30/2022	22200156	042022AP	177.03
					177.03 10004151 521550	Library Materials			
				BAKER & TAYLOR	2036614629	03/30/2022	22200156	042022AP	274.86
					274.86 10004151 521550	Library Materials			
								CHECK 141102 TOTAL:	3,249.53
141103	04/20/2022	PRTD	1213	BINGHAM EQUIPMENT CO	P46035	02/08/2022	22200037	042022AP	258.42
					258.42 10002140 520525	Hardware Maintenance			
								CHECK 141103 TOTAL:	258.42
141104	04/20/2022	PRTD	6624	FRESH AIRE	05-23127	04/12/2022	22200077	042022AP	54.00
					54.00 10004160 521534	Program Supplies Gen Rec			
				FRESH AIRE	05-23128	04/12/2022	22200024	042022AP	40.50
					40.50 10004151 521501	Office Supplies			
								CHECK 141104 TOTAL:	94.50
141105	04/20/2022	PRTD	1234	BROWN'S PARTSMASTER INC	149961	01/10/2022	22200176	042022AP	3,928.27
					3,928.27 10003172 521720	Shop Supplies			
								CHECK 141105 TOTAL:	3,928.27
141106	04/20/2022	PRTD	1248	BUCKEYE VALLEY CHAMBER OF COMMERC	11218	04/14/2022	22200125	042022AP	5,000.00
					5,000.00 10001187 520038	Contributions to Civic Orgs			
								CHECK 141106 TOTAL:	5,000.00
141107	04/20/2022	PRTD	5092	CAROLLO ENGINEERS, INC	FB20974	03/13/2022	22201037	042022AP	3,497.62
					3,497.62 40013220 520006	Engineering Services			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
				CAROLLO ENGINEERS, INC	FB18777	01/10/2022	22201037	042022AP	4,410.43
				4,410.43 40013220 520006	Engineering Services				
						CHECK	141107 TOTAL:		7,908.05
141108	04/20/2022	PRTD	5029	CDW GOVERNMENT LLC	V583651	04/06/2022	22201273	042022AP	1,654.04
				1,654.04 10001192 521523	Equipment <$5,000				
				CDW GOVERNMENT LLC	V681702	04/08/2022	22201274	042022AP	3,998.05
				3,998.05 10001192 521523	Equipment <$5,000				
				CDW GOVERNMENT LLC	V673706	04/08/2022	22201187	042022AP	7,487.20
				7,487.20 50212121 543143	Police Training Center				
						CHECK	141108 TOTAL:		13,139.29
141109	04/20/2022	PRTD	1299	CINTAS CORPORATION NO.2 - LOC D53	0D53189848	03/30/2022	22200995	042022AP	585.00
				585.00 40003215 520577	Reservoir/Booster Maint/Repair				
				CINTAS CORPORATION NO.2 - LOC D53	0D53189899	03/29/2022	22201296	042022AP	520.00
				520.00 40013223 520037	Professional Services General				
						CHECK	141109 TOTAL:		1,105.00
141110	04/20/2022	PRTD	6250	CLARK ELECTRIC SALES, INC	IN2994	02/01/2022	22200914	042022AP	467,139.64
				467,139.64 50213170 543119	Vehicle Detection Camera				
				CLARK ELECTRIC SALES, INC	IN3022	02/21/2022	22200914	042022AP	7,193.67
				7,193.67 50213170 543119	Vehicle Detection Camera				
						CHECK	141110 TOTAL:		474,333.31
141111	04/20/2022	PRTD	1343	CUMMINS SALES AND SERVICE	54-31928	03/29/2022	22200349	042022AP	6,369.08
				6,369.08 40003218 520515	Generator R & M				
				CUMMINS SALES AND SERVICE	54-31929	03/29/2022	22200349	042022AP	6,369.08
				6,369.08 40003218 520515	Generator R & M				
				CUMMINS SALES AND SERVICE	54-31930	03/29/2022	22200349	042022AP	6,369.08
				6,369.08 40003218 520515	Generator R & M				
				CUMMINS SALES AND SERVICE	54-31931	03/29/2022	22200349	042022AP	6,369.08
				6,369.08 40003218 520515	Generator R & M				
				CUMMINS SALES AND SERVICE	40-26707	03/21/2022	22200163	042022AP	765.36
				765.36 10003171 522155	Operational Supplies				
				CUMMINS SALES AND SERVICE	54-35014	04/13/2022	22200349	042022AP	1,481.16

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
				1,481.16	40003218 520515	Generator R & M			
						CHECK		141111 TOTAL:	27,722.84
141112	04/20/2022	PRTD	6721	DCS MANAGMENT, LLC	77475	03/31/2022	22200921	042022AP	220.00
				220.00	40013227 520049	Laboratory Fees			
						CHECK		141112 TOTAL:	220.00
141113	04/20/2022	PRTD	5295	DELL MARKETING L.P.	10576794737	04/15/2022	22201244	042022AP	2,660.07
				2,660.07	10002121 521521	IT Equipment <$5000			
						CHECK		141113 TOTAL:	2,660.07
141114	04/20/2022	PRTD	5337	DESERT CHOICE TRANSPORT, LLC	6582	03/31/2022	22200854	042022AP	625.00
				625.00	10004153 521537	Program Transportation			
						CHECK		141114 TOTAL:	625.00
141115	04/20/2022	PRTD	1363	DESERT EDGE AUTO BODY LLC	8838	03/01/2022	22201316	042022AP	661.73
				661.73	10003171 520505	Vehicle & Equipment Repair			
						CHECK		141115 TOTAL:	661.73
141116	04/20/2022	PRTD	1388	E-Z TOWING & RECOVERY LLC	10751576	04/12/2022	22200321	042022AP	434.50
				434.50	10002121 520033	Vehicle Towing			
						CHECK		141116 TOTAL:	434.50
141117	04/20/2022	PRTD	1426	FACTORY MOTOR PARTS CO	7-3537370	03/03/2022	22200368	042022AP	145.29
				145.29	10003171 522155	Operational Supplies			
				FACTORY MOTOR PARTS CO	10-1463799	03/04/2022	22200368	042022AP	249.96
				249.96	10003171 522155	Operational Supplies			
				FACTORY MOTOR PARTS CO	7-3538608	03/04/2022	22200368	042022AP	249.96
				249.96	10003171 522155	Operational Supplies			
				FACTORY MOTOR PARTS CO	10-1463649	03/03/2022	22200368	042022AP	133.51
				133.51	10003171 522155	Operational Supplies			
				FACTORY MOTOR PARTS CO	7-3537337	03/03/2022	22200368	042022AP	266.58
				266.58	10003171 522155	Operational Supplies			
				FACTORY MOTOR PARTS CO	10-1463562	03/02/2022	22200368	042022AP	817.88
				817.88	10003171 522155	Operational Supplies			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
				FACTORY MOTOR PARTS CO	7-3536240	03/02/2022	22200368	042022AP	857.43
				857.43 10003171 522155	Operational Supplies				
				FACTORY MOTOR PARTS CO	10-1462045	02/11/2022	22200368	042022AP	-547.02
				-547.02 10003171 522155	Operational Supplies				
				FACTORY MOTOR PARTS CO	10-1464812	03/16/2022	22200368	042022AP	760.91
				760.91 10003171 522155	Operational Supplies				
				FACTORY MOTOR PARTS CO	10-1465403	03/23/2022	22200368	042022AP	479.69
				479.69 10003171 522155	Operational Supplies				
				FACTORY MOTOR PARTS CO	10-1465411	03/23/2022	22200368	042022AP	104.28
				104.28 10003171 522155	Operational Supplies				
				FACTORY MOTOR PARTS CO	7-3549762	03/16/2022	22200368	042022AP	293.88
				293.88 10003171 522155	Operational Supplies				
						CHECK	141117	TOTAL:	3,812.35
141118	04/20/2022	PRTD	1402	EMPIRE SOUTHWEST, LLC	EMPS5522045	02/10/2022	22200168	042022AP	24.13
				24.13 10003171 522155	Operational Supplies				
						CHECK	141118	TOTAL:	24.13
141119	04/20/2022	PRTD	6915	EWA FENCING LLC	6/22	04/15/2022	22200924	042022AP	718.90
				718.90 10004160 520013	Contract Instruc-SIC				
						CHECK	141119	TOTAL:	718.90
141120	04/20/2022	PRTD	1414	EWING IRRIGATION PRODUCTS INC	16417979	04/04/2022	22200057	042022AP	1,031.13
				1,031.13 10004155 520586	Irrigation Systems Parts/Mater				
				EWING IRRIGATION PRODUCTS INC	16429638	04/05/2022	22200057	042022AP	86.52
				86.52 10004155 520586	Irrigation Systems Parts/Mater				
				EWING IRRIGATION PRODUCTS INC	16448779	04/07/2022	22200057	042022AP	532.62
				532.62 10004155 520586	Irrigation Systems Parts/Mater				
				EWING IRRIGATION PRODUCTS INC	16428517	04/05/2022	22200057	042022AP	37.44
				37.44 10004155 520586	Irrigation Systems Parts/Mater				
				EWING IRRIGATION PRODUCTS INC	16477220	04/11/2022	22200057	042022AP	701.70
				701.70 10004155 520586	Irrigation Systems Parts/Mater				
						CHECK	141120	TOTAL:	2,389.41

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
141121	04/20/2022	PRTD	1432	FERGUSON WATERWORKS #3083	0457865	03/30/2022	22200526	042022AP	459.65
				459.65 40003351 520575	Water Meters R & M				
							CHECK	141121 TOTAL:	459.65
141122	04/20/2022	PRTD	1432	FERGUSON ENTERPRISES INC.	0208131	02/14/2022	22200379	042022AP	142.56
				142.56 40003350 521514	Water Distrib System R&M				
							CHECK	141122 TOTAL:	142.56
141123	04/20/2022	PRTD	1440	FLEETPRIDE, INC	93711556	02/25/2022	22200301	042022AP	213.70
				213.70 10003171 522155	Operational Supplies				
				FLEETPRIDE, INC	93231282	02/17/2022	22200301	042022AP	112.60
				112.60 10003171 522155	Operational Supplies				
				FLEETPRIDE, INC	93186184	02/17/2022	22200301	042022AP	7.20
				7.20 10003171 522155	Operational Supplies				
				FLEETPRIDE, INC	94223336	03/04/2022	22200301	042022AP	42.39
				42.39 10003171 522155	Operational Supplies				
							CHECK	141123 TOTAL:	375.89
141124	04/20/2022	PRTD	6035	FORENSIC LOGIC, LLC	1456	04/13/2022	22201320	042022AP	12,359.00
				12,359.00 10002121 520525	Hardware Maintenance				
							CHECK	141124 TOTAL:	12,359.00
141125	04/20/2022	PRTD	3037	FORESITE DESIGN & CONSTRUCTION IN 7		04/10/2022	22200696	042022AP	533,546.38
				533,546.38 50212121 543143	Police Training Center				
							CHECK	141125 TOTAL:	533,546.38
141126	04/20/2022	PRTD	5939	FORTILINE, INC	5586112	03/09/2022	22200138	042022AP	238.01
				238.01 40003350 521514	Water Distrib System R&M				
				FORTILINE, INC	5595616	03/09/2022	22200138	042022AP	5,528.60
				5,528.60 40003350 520574	Fire Hydrant Maint/Replacement				
				FORTILINE, INC	5603732	03/22/2022	22200138	042022AP	152.55
				152.55 40003350 521514	Water Distrib System R&M				
							CHECK	141126 TOTAL:	5,919.16

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
141127	04/20/2022	PRTD	5719	FREIGHTLINER OF ARIZONA, LLC	XA310521903:01	03/16/2022	22200300	042022AP	106.17
				106.17 10003171 522155	Operational Supplies				
				FREIGHTLINER OF ARIZONA, LLC	XA310527024:01	03/29/2022	22200300	042022AP	77.66
				77.66 38103202 521508	Automotive Expenses				
				FREIGHTLINER OF ARIZONA, LLC	XA340113070:01	03/16/2022	22200300	042022AP	144.78
				144.78 38103202 521508	Automotive Expenses				
				FREIGHTLINER OF ARIZONA, LLC	XA310504592:01	02/02/2022	22200300	042022AP	486.87
				486.87 10003171 522155	Operational Supplies				
				FREIGHTLINER OF ARIZONA, LLC	XA310522151:01	03/16/2022	22200300	042022AP	745.52
				745.52 10003171 522155	Operational Supplies				
				FREIGHTLINER OF ARIZONA, LLC	XA310519167:01	03/10/2022	22200300	042022AP	109.19
				109.19 38103202 521508	Automotive Expenses				
								CHECK 141127 TOTAL:	1,670.19
141128	04/20/2022	PRTD	5419	FX TACTICAL	I1-10021377	04/12/2022	22200080	042022AP	1,000.00
				500.00 10002121 521509	Public Safety Equipment				
				500.00 35732121 523106	DOJ COPS BVP Grant				
								CHECK 141128 TOTAL:	1,000.00
141129	04/20/2022	PRTD	5996	GCON INC	215173-02	03/31/2022	22200968	042022AP	92,399.63
				92,399.63 50214150 543113	CDBG - Sr Ctr Kitchen Remodel				
								CHECK 141129 TOTAL:	92,399.63
141130	04/20/2022	PRTD	1491	USA BLUE BOOK	906160	03/10/2022	22200090	042022AP	1,355.81
				1,355.81 40003218 520585	Treatment Plant O&M				
				USA BLUE BOOK	905873	03/10/2022	22200090	042022AP	6,066.98
				6,066.98 40003218 520585	Treatment Plant O&M				
				USA BLUE BOOK	934868	04/05/2022	22200090	042022AP	-3,303.72
				-3,303.72 40003218 520585	Treatment Plant O&M				
								CHECK 141130 TOTAL:	4,119.07
141131	04/20/2022	PRTD	1513	HILL BROTHERS CHEMICAL COMPANY	07127569	03/30/2022	22200133	042022AP	254.12
				254.12 40003215 521540	Chemicals				
				HILL BROTHERS CHEMICAL COMPANY	07127571	03/30/2022	22200133	042022AP	195.48
				195.48 40003214 521540	Chemicals				

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
				HILL BROTHERS CHEMICAL COMPANY	07127572	03/30/2022	22200133	042022AP	390.96
				390.96 40003216 521540	Chemicals				
				HILL BROTHERS CHEMICAL COMPANY	07127625	03/30/2022	22200133	042022AP	1,172.88
				1,172.88 40003213 521540	Chemicals				
				HILL BROTHERS CHEMICAL COMPANY	07127128	03/26/2022	22200133	042022AP	390.96
				390.96 40003216 521540	Chemicals				
				HILL BROTHERS CHEMICAL COMPANY	07127129	03/26/2022	22200133	042022AP	586.44
				586.44 40003218 521540	Chemicals				
								CHECK 141131 TOTAL:	2,990.84
141132	04/20/2022	PRTD	6703	IBCCES	02282022	02/18/2022	22201310	042022AP	5,440.00
				5,440.00 10002121 526110	Conference and Seminars				
								CHECK 141132 TOTAL:	5,440.00
141133	04/20/2022	PRTD	3050	INNOVATIVE INTERFACES INC	inv-inc30844	03/30/2022	22201181	042022AP	1,249.08
				1,249.08 10004151 520030	Software Maintenance				
								CHECK 141133 TOTAL:	1,249.08
141134	04/20/2022	PRTD	6920	INTERSTATE MECHANICAL CORP	2322096	04/12/2022	22201192	042022AP	10,695.00
				10,695.00 10003172 541070	Other Equipment >$5,000				
				INTERSTATE MECHANICAL CORP	2322122	04/12/2022	22201228	042022AP	7,950.00
				7,950.00 10003172 541070	Other Equipment >$5,000				
								CHECK 141134 TOTAL:	18,645.00
141135	04/20/2022	PRTD	5175	J2 ENGINEERING AND ENVIRONMENTAL	13740	04/18/2022	22000990	042022AP	24,986.25
				24,986.25 50214150 543055	Sundance Park Ph II				
								CHECK 141135 TOTAL:	24,986.25
141136	04/20/2022	PRTD	3051	JOHNSON CONTROLS INC	1-116781454533	03/30/2022	22200096	042022AP	397.00
				397.00 40003212 520577	Reservoir/Booster Maint/Repair				
								CHECK 141136 TOTAL:	397.00
141137	04/20/2022	PRTD	6619	KARY ENVIRONMENTAL SERVICES INC.	0221260	04/12/2022	22201247	042022AP	2,610.50
				2,610.50 10003172 520037	Professional Services General				

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
								CHECK 141137 TOTAL:	2,610.50
141138	04/20/2022	PRTD	5666	KIMLEY-HORN AND ASSOCIATES, INC.	21061951	03/31/2022	22200974	042022AP	36,845.50
					36,845.50 40001113 543154	Reach Line Connection JMWC			
								CHECK 141138 TOTAL:	36,845.50
141139	04/20/2022	PRTD	1605	LAYER 8, LLC	1670	04/10/2022	22201170	042022AP	4,875.00
					4,875.00 50212121 543143	Police Training Center			
				LAYER 8, LLC	1671	04/03/2022	22201172	042022AP	2,365.00
					2,365.00 10001189 549999	Completed Capital			
								CHECK 141139 TOTAL:	7,240.00
141140	04/20/2022	PRTD	6190	LEGEND TECHNICAL SERVICES, INC.	2205205	03/31/2022	22200425	042022AP	2,552.00
					2,552.00 40003227 520049	Laboratory Fees			
				LEGEND TECHNICAL SERVICES, INC.	2205211	03/31/2022	22200730	042022AP	1,196.00
					1,196.00 40013227 520049	Laboratory Fees			
				LEGEND TECHNICAL SERVICES, INC.	2205210	03/31/2022	22200730	042022AP	1,492.00
					1,492.00 40013227 520049	Laboratory Fees			
				LEGEND TECHNICAL SERVICES, INC.	2205208	03/31/2022	22200730	042022AP	3,840.00
					3,840.00 40013227 520049	Laboratory Fees			
				LEGEND TECHNICAL SERVICES, INC.	2205209	03/31/2022	22200730	042022AP	4,062.00
					4,062.00 40013227 520049	Laboratory Fees			
								CHECK 141140 TOTAL:	13,142.00
141141	04/20/2022	PRTD	5342	M & M PORTABLE TOILETS LLC	I11666	04/05/2022	22200040	042022AP	125.70
					125.70 10002140 521505	Equipment Rental			
				M & M PORTABLE TOILETS LLC	I11813	04/06/2022	22200100	042022AP	223.60
					223.60 40003218 520037	Professional Services General			
								CHECK 141141 TOTAL:	349.30
141142	04/20/2022	PRTD	7015	MALLORY SAFETY & SUPPLY, LLC	5321514	03/27/2022	22201160	042022AP	41.52
					41.52 40013222 520543	WW R&M			
				MALLORY SAFETY & SUPPLY, LLC	5322424	03/31/2022	22201160	042022AP	99.10
					99.10 40013222 520543	WW R&M			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
								CHECK 141142 TOTAL:	140.62
141143	04/20/2022	PRTD	1652	MARICOPA COUNTY SHERIFF'S OFFICE	FEB22HSNG	03/02/2022	22200121	042022AP	25,381.86
					25,381.86 10002121 520008	Prisoner/Incarceration (MCSO)			
								CHECK 141143 TOTAL:	25,381.86
141144	04/20/2022	PRTD	1658	MARIPOSA LANDSCAPE ARIZONA INC	30795	03/31/2022	22201161	042022AP	1,620.00
					1,620.00 40003216 520035	Landscaping			
								CHECK 141144 TOTAL:	1,620.00
141145	04/20/2022	PRTD	5975	MATRIX DESIGN GROUP	36125	04/11/2022	22201285	042022AP	29,123.00
					29,123.00 10005180 520037	Professional Services General			
								CHECK 141145 TOTAL:	29,123.00
141146	04/20/2022	PRTD	5052	MATRIX NEW WORLD ENGINEERING, LAN	35424	03/22/2022	22200925	042022AP	10,183.70
					10,183.70 40001113 543151	Pilot Well Exploration			
								CHECK 141146 TOTAL:	10,183.70
141147	04/20/2022	PRTD	5741	MICHAEL WILSON KELLY-ARCHITECTS L	2019.14.03	04/13/2022	22201098	042022AP	2,100.00
					2,100.00 50214150 543059	Perf Arts Center (A-Wing)			
								CHECK 141147 TOTAL:	2,100.00
141148	04/20/2022	PRTD	6918	MIDWEST TAPE, LLC	501954082	04/11/2022	22200396	042022AP	174.47
					174.47 10004151 521550	Library Materials			
				MIDWEST TAPE, LLC	501913583	04/01/2022	22200396	042022AP	148.34
					148.34 10004151 521550	Library Materials			
								CHECK 141148 TOTAL:	322.81
141149	04/20/2022	PRTD	1203	MRW ENTERPRISES	232629	02/04/2022	22200021	042022AP	391.96
					391.96 10002140 522150	Personal Protective Equipment			
								CHECK 141149 TOTAL:	391.96
141150	04/20/2022	PRTD	6852	NESBITT CONTRACTING CO., INC	11313	03/31/2022	22101286	042022AP	401,887.90
					401,887.90 50213170 543069	Miller & Southern TS			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
								CHECK 141150 TOTAL:	401,887.90
141151	04/20/2022	PRTD	6451	NESTLE WATERS NORTH AMERICA	02a6700459139	02/02/2022	22200196	042022AP	31.00
					31.00 10001101 521501 Office Supplies				
								CHECK 141151 TOTAL:	31.00
141152	04/20/2022	PRTD	6451	NESTLE WATERS NORTH AMERICA	02b6700459139	03/02/2022	22200196	042022AP	12.76
					12.76 10001101 521501 Office Supplies				
								CHECK 141152 TOTAL:	12.76
141153	04/20/2022	PRTD	6451	NESTLE WATERS NORTH AMERICA	02c6700459139	04/04/2022	22200196	042022AP	12.76
					12.76 10001101 521501 Office Supplies				
								CHECK 141153 TOTAL:	12.76
141154	04/20/2022	PRTD	6451	NESTLE WATERS NORTH AMERICA	02C6700441336	04/04/2022	22200289	042022AP	49.45
					49.45 10001189 521501 Office Supplies				
								CHECK 141154 TOTAL:	49.45
141155	04/20/2022	PRTD	6451	NESTLE WATERS NORTH AMERICA	02C6700442463	04/04/2022	22200227	042022AP	265.14
					132.57 40003210 521501 Office Supplies				
					132.57 40013220 521501 Office Supplies				
								CHECK 141155 TOTAL:	265.14
141156	04/20/2022	PRTD	1736	O'REILLY AUTO PARTS	3589-355943	03/22/2022	22200285	042022AP	21.40
					21.40 10003171 522155 Operational Supplies				
				O'REILLY AUTO PARTS	3589-355984	03/22/2022	22200285	042022AP	295.07
					295.07 10003171 522155 Operational Supplies				
				O'REILLY AUTO PARTS	3589-358638	03/31/2022	22200285	042022AP	23.77
					23.77 40003210 521508 Automotive Expenses				
				O'REILLY AUTO PARTS	3589-352174	03/10/2022	22200285	042022AP	3.96
					3.96 10003171 522155 Operational Supplies				
				O'REILLY AUTO PARTS	3589-351732	03/08/2022	22200285	042022AP	237.86
					237.86 10003171 522155 Operational Supplies				
				O'REILLY AUTO PARTS	3589-361188	04/08/2022	22200285	042022AP	22.94
					22.94 10003171 522155 Operational Supplies				

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK	NET
			O'REILLY AUTO PARTS	3589-358810	03/31/2022	22200285	042022AP	62.60
			62.60 10003171 522155	Operational Supplies				
			O'REILLY AUTO PARTS	3589-358816	03/31/2022	22200285	042022AP	9.83
			9.83 10003171 522155	Operational Supplies				
			O'REILLY AUTO PARTS	3589-362051	04/11/2022	22200285	042022AP	180.73
			180.73 10003171 522155	Operational Supplies				
			O'REILLY AUTO PARTS	3589-362103	04/11/2022	22200285	042022AP	77.65
			77.65 10003171 522155	Operational Supplies				
			O'REILLY AUTO PARTS	3589-362319	04/12/2022	22200285	042022AP	5.45
			5.45 10003171 522155	Operational Supplies				
			O'REILLY AUTO PARTS	3589-362972	04/14/2022	22200285	042022AP	10.89
			10.89 10003171 522155	Operational Supplies				
			O'REILLY AUTO PARTS	3589-362782	04/13/2022	22200285	042022AP	156.28
			156.28 10003171 522155	Operational Supplies				
			O'REILLY AUTO PARTS	3589-360363	04/05/2022	22200285	042022AP	22.92
			22.92 10003171 522155	Operational Supplies				
			O'REILLY AUTO PARTS	3589-360779	04/07/2022	22200285	042022AP	75.05
			75.05 10003171 522155	Operational Supplies				
			O'REILLY AUTO PARTS	3589-360794	04/07/2022	22200285	042022AP	85.86
			85.86 10003171 522155	Operational Supplies				
			O'REILLY AUTO PARTS	3589-359865	04/04/2022	22200285	042022AP	897.06
			897.06 10003171 522155	Operational Supplies				
			O'REILLY AUTO PARTS	3589-358679	03/31/2022	22200285	042022AP	72.66
			72.66 10003171 522155	Operational Supplies				
			O'REILLY AUTO PARTS	3589-358652	03/31/2022	22200285	042022AP	163.11
			163.11 10003171 522155	Operational Supplies				
			O'REILLY AUTO PARTS	3589-360493	04/06/2022	22200285	042022AP	-102.74
			-102.74 10003171 522155	Operational Supplies				
			O'REILLY AUTO PARTS	3589-359949	04/04/2022	22200285	042022AP	281.60
			281.60 10003171 522155	Operational Supplies				
			O'REILLY AUTO PARTS	3589-358166	03/29/2022	22200285	042022AP	-131.16
			-131.16 10003171 522155	Operational Supplies				
			O'REILLY AUTO PARTS	3589-358665	03/31/2022	22200285	042022AP	-24.05
			-24.05 10003171 522155	Operational Supplies				
			O'REILLY AUTO PARTS	3589-358692	03/31/2022	22200285	042022AP	-10.34

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
				-10.34 10003171 522155	Operational Supplies				
				O'REILLY AUTO PARTS	3589-358135	03/29/2022	22200285	042022AP	53.11
				53.11 10003171 522155	Operational Supplies				
				O'REILLY AUTO PARTS	3589-355860	03/22/2022	22200285	042022AP	8.73
				8.73 38103202 521508	Automotive Expenses				
								CHECK 141156 TOTAL:	2,500.24
141157	04/20/2022	PRTD	5513	PARTS MART	766885S	03/03/2022	22200303	042022AP	55.55
				55.55 10003171 522155	Operational Supplies				
								CHECK 141157 TOTAL:	55.55
141158	04/20/2022	PRTD	3024	PBC PHOENIX INC	544871	02/16/2022	22200657	042022AP	1,375.00
				1,375.00 10003177 520019	Custodial Contract				
				PBC PHOENIX INC	544742	02/28/2022	22200656	042022AP	1,704.32
				1,704.32 10003176 520019	Custodial Contract				
								CHECK 141158 TOTAL:	3,079.32
141159	04/20/2022	PRTD	6741	AIMS COMPANIES	931260	04/06/2022	22200491	042022AP	8,539.62
				8,539.62 40013224 520037	Professional Services General				
								CHECK 141159 TOTAL:	8,539.62
141160	04/20/2022	PRTD	5574	PRECISION INTEGRATED SYSTEMS, LLC	2713	02/24/2022	22201021	042022AP	17,622.40
				17,622.40 40013221 541070	Other Equipment >$5,000				
								CHECK 141160 TOTAL:	17,622.40
141161	04/20/2022	PRTD	1805	PURCELL TIRE COMPANY	60270514	03/24/2022	22200287	042022AP	2,527.52
				2,527.52 10003171 521528	Tires				
								CHECK 141161 TOTAL:	2,527.52
141162	04/20/2022	PRTD	7022	RESA POWER, LLC	INV414540	03/31/2022	22201205	042022AP	4,995.00
				4,995.00 40003213 520515	Generator R & M				
								CHECK 141162 TOTAL:	4,995.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
141163	04/20/2022	PRTD	5194	RICOH USA, INC.	1091961501	03/28/2022	22201070	042022AP	6,180.08
				6,180.08 10004160 541090	Equipment > $5,000				
						CHECK	141163 TOTAL:		6,180.08
141164	04/20/2022	PRTD	1847	RODEO FORD INC	164596	03/29/2022	22200343	042022AP	95.18
				95.18 10003171 522155	Operational Supplies				
						CHECK	141164 TOTAL:		95.18
141165	04/20/2022	PRTD	1849	ROOSEVELT IRRIGATION DISTRICT	103121866	01/01/2022	22201326	042022AP	3,100.92
				3,100.92 40013220 526027	RID Recharge Fees				
				ROOSEVELT IRRIGATION DISTRICT	103121867	02/01/2022	22201326	042022AP	3,100.92
				3,100.92 40013220 526027	RID Recharge Fees				
				ROOSEVELT IRRIGATION DISTRICT	103121868	03/01/2022	22201326	042022AP	3,100.92
				3,100.92 40013220 526027	RID Recharge Fees				
				ROOSEVELT IRRIGATION DISTRICT	103121869	01/31/2022	22201326	042022AP	3,803.00
				3,803.00 40013220 526027	RID Recharge Fees				
				ROOSEVELT IRRIGATION DISTRICT	103121870	02/28/2022	22201326	042022AP	3,399.64
				3,399.64 40013220 526027	RID Recharge Fees				
				ROOSEVELT IRRIGATION DISTRICT	103121871	03/31/2022	22201326	042022AP	3,355.98
				3,355.98 40013220 526027	RID Recharge Fees				
						CHECK	141165 TOTAL:		19,861.38
141166	04/20/2022	PRTD	5310	SANDS CHEVROLET, LLC	597057	03/21/2022	22200282	042022AP	89.95
				89.95 10003171 522155	Operational Supplies				
				SANDS CHEVROLET, LLC	142882	03/31/2022	22200282	042022AP	106.98
				106.98 10003171 522155	Operational Supplies				
				SANDS CHEVROLET, LLC	143038	04/04/2022	22200282	042022AP	39.49
				39.49 10003171 522155	Operational Supplies				
						CHECK	141166 TOTAL:		236.42
141167	04/20/2022	PRTD	5401	LOCKBOX SCOTTS AZ ELECTRIC MOTOR	124957	04/06/2022	22200241	042022AP	1,060.39
				1,060.39 40013224 520543	WW R&M				
				LOCKBOX SCOTTS AZ ELECTRIC MOTOR	125132	03/31/2022	22200241	042022AP	1,600.00
				1,600.00 40013224 520543	WW R&M				

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
								CHECK 141167 TOTAL:	2,660.39
141168	04/20/2022	PRTD	5324	SHUMS CODA ASSOCIATES	7260	04/11/2022	22200135	042022AP	13,700.00
					13,700.00 10005180 520056	Inspection Services			
				SHUMS CODA ASSOCIATES	7261	04/11/2022	22200135	042022AP	10,650.00
					10,650.00 10005180 520056	Inspection Services			
				SHUMS CODA ASSOCIATES	7262	04/11/2022	22200135	042022AP	10,640.00
					10,640.00 10005180 520056	Inspection Services			
				SHUMS CODA ASSOCIATES	7263	04/11/2022	22200135	042022AP	16,800.00
					16,800.00 10005180 520056	Inspection Services			
				SHUMS CODA ASSOCIATES	7264	04/11/2022	22200135	042022AP	2,540.00
					2,540.00 10005180 520056	Inspection Services			
								CHECK 141168 TOTAL:	54,330.00
141169	04/20/2022	PRTD	5318	SOLENIS LLC	131975509	03/25/2022	22200306	042022AP	15,766.92
					15,766.92 40013222 521540	Chemicals			
								CHECK 141169 TOTAL:	15,766.92
141170	04/20/2022	PRTD	6161	SOUTHERN TIRE MART, LLC	6130068954	03/12/2022	22200371	042022AP	2,213.52
					2,213.52 40003210 521508	Automotive Expenses			
								CHECK 141170 TOTAL:	2,213.52
141171	04/20/2022	PRTD	1929	SOUTHWEST WELDING LLC	052182	03/31/2022	22200450	042022AP	338.78
					338.78 40003218 520577	Reservoir/Booster Maint/Repair			
								CHECK 141171 TOTAL:	338.78
141172	04/20/2022	PRTD	6167	STARFISH AQUATICS INSTITUTE, LLC	21012	03/10/2022	22201277	042022AP	3,108.00
					3,108.00 10004154 526110	Conference and Seminars			
								CHECK 141172 TOTAL:	3,108.00
141173	04/20/2022	PRTD	6738	TERRY'S PEST CONTROL, LLC	0211136	04/10/2022	22200226	042022AP	220.00
					70.00 40003210 520037	Professional Services General			
					150.00 40013220 520037	Professional Services General			
								CHECK 141173 TOTAL:	220.00

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
141174	04/20/2022	PRTD	1884	THE SEGAL COMPANY	432672	03/31/2022	22200136	042022AP	2,416.67
					2,416.67 10001115 520037	Professional Services General			
						CHECK	141174 TOTAL:		2,416.67
141175	04/20/2022	PRTD	6872	TIFFANY WEATHERLY	032022	04/05/2022	22200272	042022AP	1,423.00
					1,423.00 10004160 520013	Contract Instruc-SIC			
						CHECK	141175 TOTAL:		1,423.00
141176	04/20/2022	PRTD	2035	UNIFIRST CORPORATION	3152521943	03/30/2022	22200055	042022AP	12.05
					12.05 35754150 521502	Program Supplies/Equipment			
				UNIFIRST CORPORATION	3152510083	03/02/2022	22200055	042022AP	12.05
					12.05 35754150 521502	Program Supplies/Equipment			
				UNIFIRST CORPORATION	3152513095	03/09/2022	22200055	042022AP	10.19
					10.19 35754150 521502	Program Supplies/Equipment			
				UNIFIRST CORPORATION	3152516094	03/16/2022	22200055	042022AP	12.49
					12.49 35754150 521502	Program Supplies/Equipment			
				UNIFIRST CORPORATION	3152519033	03/23/2022	22200055	042022AP	10.19
					10.19 35754150 521502	Program Supplies/Equipment			
						CHECK	141176 TOTAL:		56.97
141177	04/20/2022	PRTD	5605	NAPA AUTO PARTS	648480	03/21/2022	22200302	042022AP	78.43
					78.43 10003171 522155	Operational Supplies			
				NAPA AUTO PARTS	649253	03/25/2022	22200302	042022AP	46.51
					46.51 10003171 522155	Operational Supplies			
				NAPA AUTO PARTS	651369	04/12/2022	22200302	042022AP	12.60
					12.60 10003171 522155	Operational Supplies			
				NAPA AUTO PARTS	651542	04/13/2022	22200302	042022AP	9.28
					9.28 10003171 522155	Operational Supplies			
				NAPA AUTO PARTS	651801	04/14/2022	22200302	042022AP	31.50
					31.50 10003171 522155	Operational Supplies			
				NAPA AUTO PARTS	651285	04/11/2022	22200302	042022AP	44.36
					44.36 10003171 522155	Operational Supplies			
				NAPA AUTO PARTS	651291	04/11/2022	22200302	042022AP	23.13
					23.13 10003171 522155	Operational Supplies			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
				NAPA AUTO PARTS	651280	04/11/2022	22200302	042022AP	23.13
				23.13 10003171 522155	Operational Supplies				
				NAPA AUTO PARTS	650877	04/07/2022	22200302	042022AP	42.07
				42.07 10003171 522155	Operational Supplies				
				NAPA AUTO PARTS	650814	04/07/2022	22200302	042022AP	6.93
				6.93 10003171 522155	Operational Supplies				
				NAPA AUTO PARTS	650809	04/07/2022	22200302	042022AP	6.08
				6.08 10003171 522155	Operational Supplies				
				NAPA AUTO PARTS	650785	04/07/2022	22200302	042022AP	58.61
				58.61 10003171 522155	Operational Supplies				
				NAPA AUTO PARTS	650749	04/06/2022	22200302	042022AP	12.37
				12.37 10003171 522155	Operational Supplies				
				NAPA AUTO PARTS	650500	04/05/2022	22200302	042022AP	6.87
				6.87 10003171 522155	Operational Supplies				
				NAPA AUTO PARTS	650726	04/06/2022	22200302	042022AP	18.24
				18.24 10003171 522155	Operational Supplies				
				NAPA AUTO PARTS	650329	04/04/2022	22200302	042022AP	449.51
				449.51 10003171 522155	Operational Supplies				
				NAPA AUTO PARTS	651781	04/14/2022	22200302	042022AP	155.30
				155.30 38103202 521508	Automotive Expenses				
				NAPA AUTO PARTS	650448	04/05/2022	22200302	042022AP	163.73
				163.73 10003171 522155	Operational Supplies				
								CHECK 141177 TOTAL:	1,188.65
141178	04/20/2022	PRTD	2061	VERN LEWIS WELDING SUPPLY INC	RI22030205	03/31/2022	22200069	042022AP	57.12
				57.12 10002140 522153	Medical Supplies				
				VERN LEWIS WELDING SUPPLY INC	RI22030204	03/31/2022	22200069	042022AP	149.87
				149.87 10002140 522153	Medical Supplies				
								CHECK 141178 TOTAL:	206.99
141179	04/20/2022	PRTD	5425	VORTEX INDUSTRIES	20-1579870	03/24/2022	22200193	042022AP	798.90
				798.90 10003172 520525	Hardware Maintenance				
								CHECK 141179 TOTAL:	798.90

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
141180	04/20/2022	PRTD	2071	W.W. GRAINGER, INC	9224689720	02/24/2022	22200246	042022AP	219.88
					219.88 40013224 520543	WW R&M			
				W.W. GRAINGER, INC	9248074834	03/17/2022	22200091	042022AP	32.88
					32.88 40003214 520577	Reservoir/Booster Maint/Repair			
				W.W. GRAINGER, INC	9247591218	03/16/2022	22200091	042022AP	247.44
					247.44 40003214 520577	Reservoir/Booster Maint/Repair			
				W.W. GRAINGER, INC	9275738863	04/12/2022	22200929	042022AP	114.53
					114.53 40013231 521512	Parts/Materials			
				W.W. GRAINGER, INC	9229277851	03/01/2022	22200243	042022AP	110.37
					110.37 40013223 520543	WW R&M			
				W.W. GRAINGER, INC	9248074768	03/17/2022	22201243	042022AP	1,024.75
					1,024.75 40013226 521520	Small Tools<$5,000			
				W.W. GRAINGER, INC	9248074792	03/17/2022	22201243	042022AP	297.95
					297.95 40013226 521520	Small Tools<$5,000			
				W.W. GRAINGER, INC	9248074818	03/17/2022	22201243	042022AP	984.21
					984.21 40013226 521520	Small Tools<$5,000			
				W.W. GRAINGER, INC	9267011915	04/04/2022	22201293	042022AP	159.68
					159.68 40013226 520541	Wastewater System R & M			
				W.W. GRAINGER, INC	9270060933	04/06/2022	22200230	042022AP	55.23
					55.23 40003231 521512	Parts/Materials			
				W.W. GRAINGER, INC	9256445769	03/24/2022	22200929	042022AP	74.07
					74.07 40013231 521512	Parts/Materials			
						CHECK	141180	TOTAL:	3,320.99
141181	04/20/2022	PRTD	2080	WAXIE SANITARY SUPPLY	80662585	02/10/2022	22200440	042022AP	2,541.83
					2,541.83 10002140 522155	Operational Supplies			
						CHECK	141181	TOTAL:	2,541.83
141182	04/20/2022	PRTD	2092	WEST VALLEY ARTS COUNCIL	CA-04052022	04/05/2022	22201305	042022AP	990.00
					990.00 35754150 520018	General Contractual Services			
						CHECK	141182	TOTAL:	990.00

NUMBER OF CHECKS 96 *** CASH ACCOUNT TOTAL *** 1,980,875.92

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	96	1,980,875.92

*** GRAND TOTAL *** 1,980,875.92

JOURNAL ENTRIES TO BE CREATED

CLERK: acruz

YEAR PER JNL SRC ACCOUNT EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2022 10 765								
APP 1000-201000					Accounts Payable		220,156.80	
04/20/2022	042022AP	AP0420			AP CASH DISBURSEMENTS JOURNAL			
APP 9999-104000					Cash in Bank - Checking			1,980,875.92
04/20/2022	042022AP	AP0420			AP CASH DISBURSEMENTS JOURNAL			
APP 4000-201000					Accounts Payable		108,224.14	
04/20/2022	042022AP	AP0420			AP CASH DISBURSEMENTS JOURNAL			
APP 4001-201000					Accounts Payable		89,242.25	
04/20/2022	042022AP	AP0420			AP CASH DISBURSEMENTS JOURNAL			
APP 3810-201000					Accounts Payable		1,233.43	
04/20/2022	042022AP	AP0420			AP CASH DISBURSEMENTS JOURNAL			
APP 5021-201000					Accounts Payable		1,552,715.67	
04/20/2022	042022AP	AP0420			AP CASH DISBURSEMENTS JOURNAL			
APP 3575-201000					Accounts Payable		6,088.79	
04/20/2022	042022AP	AP0420			AP CASH DISBURSEMENTS JOURNAL			
APP 3058-201000					Accounts Payable		2,618.17	
04/20/2022	042022AP	AP0420			AP CASH DISBURSEMENTS JOURNAL			
APP 3576-201000					Accounts Payable		96.67	
04/20/2022	042022AP	AP0420			AP CASH DISBURSEMENTS JOURNAL			
APP 3573-201000					Accounts Payable		500.00	
04/20/2022	042022AP	AP0420			AP CASH DISBURSEMENTS JOURNAL			
					GENERAL LEDGER TOTAL		1,980,875.92	1,980,875.92
APP 9999-201010					DT DF		1,980,875.92	
04/20/2022	042022AP	AP0420						
APP 1000-101010					Pooled Cash Equity			220,156.80
04/20/2022	042022AP	AP0420						
APP 4000-101010					Pooled Cash Equity			108,224.14
04/20/2022	042022AP	AP0420						
APP 4001-101010					Pooled Cash Equity			89,242.25
04/20/2022	042022AP	AP0420						
APP 3810-101010					Pooled Cash Equity			1,233.43
04/20/2022	042022AP	AP0420						
APP 5021-101010					Pooled Cash Equity			1,552,715.67
04/20/2022	042022AP	AP0420						
APP 3575-101010					Pooled Cash Equity			6,088.79
04/20/2022	042022AP	AP0420						
APP 3058-101010					Pooled Cash Equity			2,618.17
04/20/2022	042022AP	AP0420						
APP 3576-101010					Pooled Cash Equity			96.67
04/20/2022	042022AP	AP0420						
APP 3573-101010					Pooled Cash Equity			500.00
04/20/2022	042022AP	AP0420						
					SYSTEM GENERATED ENTRIES TOTAL		1,980,875.92	1,980,875.92

JOURNAL ENTRIES TO BE CREATED

YEAR PER JNL SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
						JOURNAL 2022/10/765	TOTAL	3,961,751.84	3,961,751.84

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1000 General Fund	2022	10	765	04/20/2022			
1000-101010					Pooled Cash Equity		220,156.80
1000-201000					Accounts Payable	220,156.80	
					FUND TOTAL	220,156.80	220,156.80
3058 Comm Services Programs	2022	10	765	04/20/2022			
3058-101010					Pooled Cash Equity		2,618.17
3058-201000					Accounts Payable	2,618.17	
					FUND TOTAL	2,618.17	2,618.17
3573 Police Department Grants	2022	10	765	04/20/2022			
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	10	765	04/20/2022			
3575-101010					Pooled Cash Equity		6,088.79
3575-201000					Accounts Payable	6,088.79	
					FUND TOTAL	6,088.79	6,088.79
3576 Community Services Grants	2022	10	765	04/20/2022			
3576-101010					Pooled Cash Equity		96.67
3576-201000					Accounts Payable	96.67	
					FUND TOTAL	96.67	96.67
3810 Highway User Revenue Fund	2022	10	765	04/20/2022			
3810-101010					Pooled Cash Equity		1,233.43
3810-201000					Accounts Payable	1,233.43	
					FUND TOTAL	1,233.43	1,233.43
4000 Water Utility Fund	2022	10	765	04/20/2022			
4000-101010					Pooled Cash Equity		108,224.14
4000-201000					Accounts Payable	108,224.14	
					FUND TOTAL	108,224.14	108,224.14
4001 Wastewater Fund	2022	10	765	04/20/2022			
4001-101010					Pooled Cash Equity		89,242.25
4001-201000					Accounts Payable	89,242.25	
					FUND TOTAL	89,242.25	89,242.25
5021 CIP General	2022	10	765	04/20/2022			

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
5021-101010				Pooled Cash Equity		1,552,715.67
5021-201000				Accounts Payable	1,552,715.67	
				FUND TOTAL	1,552,715.67	1,552,715.67
9999 Pooled Cash	2022 10	765	04/20/2022			
9999-104000				Cash in Bank - Checking		1,980,875.92
9999-201010				DT DF	1,980,875.92	
				FUND TOTAL	1,980,875.92	1,980,875.92

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
1000 General Fund		220,156.80
3058 Comm Services Programs		2,618.17
3573 Police Department Grants		500.00
3575 Area Agency on Aging		6,088.79
3576 Community Services Grants		96.67
3810 Highway User Revenue Fund		1,233.43
4000 Water Utility Fund		108,224.14
4001 Wastewater Fund		89,242.25
5021 CIP General		1,552,715.67
9999 Pooled Cash	1,980,875.92	
TOTAL	1,980,875.92	1,980,875.92

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

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
141244	04/27/2022	PRTD	6456	3 MINUTE BUCKEYE LLC	1054	04/05/2022	22200256	042722AP	95.94
					95.94 10005185 521508	Automotive Expenses			
				3 MINUTE BUCKEYE LLC	1058	04/20/2022	22200937	042722AP	75.00
					75.00 10001189 521508	Automotive Expenses			
						CHECK	141244 TOTAL:		170.94
141245	04/27/2022	PRTD	6450	ACE FITNESS EQUIPMENT SERVICE AND	4894	03/30/2022	22200578	042722AP	181.00
					181.00 10002140 520525	Hardware Maintenance			
						CHECK	141245 TOTAL:		181.00
141246	04/27/2022	PRTD	5566	ACRO SERVICE CORPORATION	1716549	04/10/2022	22200404	042722AP	727.75
					727.75 10002121 520012	Contract Labor			
						CHECK	141246 TOTAL:		727.75
141247	04/27/2022	PRTD	5097	ALFA LAVAL INC	282016425	03/23/2022	22201109	042722AP	1,941.34
					1,941.34 40013221 520540	Wastewater Plant R & M			
				ALFA LAVAL INC	282019245	04/06/2022	22201109	042722AP	6,038.41
					6,038.41 40013221 520540	Wastewater Plant R & M			
						CHECK	141247 TOTAL:		7,979.75
141248	04/27/2022	PRTD	5019	ARIZONA GENERATOR TECHNOLOGY, INC	39594-1	02/02/2022	22200280	042722AP	359.10
					359.10 10003171 520515	Generator R & M			
				ARIZONA GENERATOR TECHNOLOGY, INC	39592-1	02/02/2022	22200280	042722AP	486.25
					486.25 10003171 520515	Generator R & M			
				ARIZONA GENERATOR TECHNOLOGY, INC	39601-1	02/02/2022	22200280	042722AP	202.25
					202.25 10003171 520515	Generator R & M			
				ARIZONA GENERATOR TECHNOLOGY, INC	39602-1	02/02/2022	22200280	042722AP	314.00
					314.00 10003171 520515	Generator R & M			
				ARIZONA GENERATOR TECHNOLOGY, INC	39603-1	02/02/2022	22200280	042722AP	540.50
					540.50 10003171 520515	Generator R & M			
				ARIZONA GENERATOR TECHNOLOGY, INC	39606-1	02/02/2022	22200280	042722AP	388.00
					388.00 10003171 520515	Generator R & M			
				ARIZONA GENERATOR TECHNOLOGY, INC	39607-1	02/02/2022	22200280	042722AP	431.00
					431.00 10003171 520515	Generator R & M			
				ARIZONA GENERATOR TECHNOLOGY, INC	39648-1	02/03/2022	22200280	042722AP	139.00

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
				139.00	10003171 520515	Generator R & M			
				ARIZONA GENERATOR TECHNOLOGY, INC	41332-1	02/24/2022	22200280	042722AP	832.98
				832.98	10003171 520515	Generator R & M			
						CHECK	141248 TOTAL:		3,693.08
141249	04/27/2022	PRTD	5686	ARIZONA PPE RECON, INC.	3409	03/10/2022	22200022	042722AP	2,500.00
				2,500.00	10002140 520518	Equip Testing & Certification			
						CHECK	141249 TOTAL:		2,500.00
141250	04/27/2022	PRTD	6665	ASPIN/MOHAVE	22B06428	04/20/2022	22200829	042722AP	2,219.91
				2,219.91	35754150 521502	Program Supplies/Equipment			
						CHECK	141250 TOTAL:		2,219.91
141251	04/27/2022	PRTD	6937	AZ PARADISE BOUNCERS	10594	10/02/2021	22200559	042722AP	279.57
				279.57	30584160 521502	Program Supplies/Equipment			
						CHECK	141251 TOTAL:		279.57
141252	04/27/2022	PRTD	1193	BAKER & TAYLOR	2036512244	04/05/2022	22200156	042722AP	25.48
				25.48	10004151 521550	Library Materials			
				BAKER & TAYLOR	2036512245	04/05/2022	22200156	042722AP	23.08
				23.08	10004151 521550	Library Materials			
				BAKER & TAYLOR	2036512246	04/05/2022	22200156	042722AP	39.42
				39.42	10004151 521550	Library Materials			
				BAKER & TAYLOR	2036512248	04/05/2022	22200156	042722AP	24.02
				24.02	10004151 521550	Library Materials			
				BAKER & TAYLOR	2036512249	04/05/2022	22200156	042722AP	28.64
				28.64	10004151 521550	Library Materials			
				BAKER & TAYLOR	2036512250	04/05/2022	22200156	042722AP	29.68
				29.68	10004151 521550	Library Materials			
				BAKER & TAYLOR	2036512251	04/05/2022	22200156	042722AP	29.92
				29.92	10004151 521550	Library Materials			
				BAKER & TAYLOR	2036512252	04/05/2022	22200156	042722AP	77.82
				77.82	10004151 521550	Library Materials			
				BAKER & TAYLOR	2036512253	04/05/2022	22200156	042722AP	37.30
				37.30	10004151 521550	Library Materials			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK	NET
			BAKER & TAYLOR	2036512254	04/05/2022	22200156	042722AP	38.32
				38.32 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036512255	04/05/2022	22200156	042722AP	33.90
				33.90 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036512256	04/05/2022	22200156	042722AP	1,367.24
				1,367.24 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036652208	04/08/2022	22200156	042722AP	55.16
				55.16 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036652209	04/08/2022	22200156	042722AP	154.52
				154.52 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036652210	04/08/2022	22200156	042722AP	518.54
				518.54 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036652211	04/08/2022	22200156	042722AP	32.84
				32.84 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036652212	04/08/2022	22200156	042722AP	53.08
				53.08 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036652213	04/08/2022	22200156	042722AP	20.34
				20.34 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036652214	04/08/2022	22200156	042722AP	157.74
				157.74 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036652215	04/08/2022	22200156	042722AP	34.94
				34.94 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036652216	04/08/2022	22200156	042722AP	23.34
				23.34 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036652218	04/08/2022	22200156	042722AP	19.19
				19.19 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036652219	04/08/2022	22200156	042722AP	17.07
				17.07 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036652220	04/08/2022	22200156	042722AP	38.90
				38.90 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036652221	04/08/2022	22200156	042722AP	39.95
				39.95 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036652222	04/08/2022	22200156	042722AP	19.19
				19.19 10004151 521550	Library Materials			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK	NET
			BAKER & TAYLOR	2036652223	04/08/2022	22200156	042722AP	83.90
				83.90 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036652225	04/08/2022	22200156	042722AP	133.58
				133.58 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036652226	04/08/2022	22200156	042722AP	184.52
				184.52 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036652227	04/08/2022	22200156	042722AP	133.77
				133.77 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036652229	04/08/2022	22200156	042722AP	103.22
				103.22 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036529395	04/12/2022	22200156	042722AP	116.18
				116.18 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036529396	04/13/2022	22200156	042722AP	69.50
				69.50 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036529398	04/13/2022	22200156	042722AP	28.64
				28.64 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036529428	04/12/2022	22200156	042722AP	39.42
				39.42 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036541832	04/14/2022	22200156	042722AP	63.04
				63.04 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036658217	04/14/2022	22200156	042722AP	26.54
				26.54 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036658318	04/14/2022	22200156	042722AP	19.18
				19.18 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036658319	04/14/2022	22200156	042722AP	46.68
				46.68 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036658320	04/14/2022	22200156	042722AP	38.38
				38.38 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036658321	04/14/2022	22200156	042722AP	31.78
				31.78 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036658322	04/14/2022	22200156	042722AP	37.82
				37.82 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036658323	04/14/2022	22200156	042722AP	50.26
				50.26 10004151 521550	Library Materials			
			BAKER & TAYLOR	2036542469	04/15/2022	22200156	042722AP	18.13

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CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK	NET
				18.13 10004151 521550 Library Materials				
			BAKER & TAYLOR	2036542470	04/15/2022	22200156	042722AP	56.51
				56.51 10004151 521550 Library Materials				
			BAKER & TAYLOR	2036542471	04/15/2022	22200156	042722AP	22.54
				22.54 10004151 521550 Library Materials				
			BAKER & TAYLOR	2036542472	04/15/2022	22200156	042722AP	42.68
				42.68 10004151 521550 Library Materials				
			BAKER & TAYLOR	2036542473	04/15/2022	22200156	042722AP	88.00
				88.00 10004151 521550 Library Materials				
			BAKER & TAYLOR	2036542474	04/15/2022	22200156	042722AP	31.10
				31.10 10004151 521550 Library Materials				
			BAKER & TAYLOR	2036542475	04/15/2022	22200156	042722AP	246.73
				246.73 10004151 521550 Library Materials				
			BAKER & TAYLOR	2036542476	04/15/2022	22200156	042722AP	84.22
				84.22 10004151 521550 Library Materials				
			BAKER & TAYLOR	2036542477	04/15/2022	22200156	042722AP	21.46
				21.46 10004151 521550 Library Materials				
			BAKER & TAYLOR	2036542478	04/15/2022	22200156	042722AP	162.00
				162.00 10004151 521550 Library Materials				
			BAKER & TAYLOR	2036542479	04/15/2022	22200156	042722AP	69.08
				69.08 10004151 521550 Library Materials				
			BAKER & TAYLOR	2036542480	04/15/2022	22200156	042722AP	27.58
				27.58 10004151 521550 Library Materials				
			BAKER & TAYLOR	2036542481	04/15/2022	22200156	042722AP	136.59
				136.59 10004151 521550 Library Materials				
			BAKER & TAYLOR	2036542482	04/15/2022	22200156	042722AP	9.65
				9.65 10004151 521550 Library Materials				
			BAKER & TAYLOR	2036542483	04/15/2022	22200156	042722AP	80.60
				80.60 10004151 521550 Library Materials				
			BAKER & TAYLOR	2036542484	04/15/2022	22200156	042722AP	45.04
				45.04 10004151 521550 Library Materials				
			BAKER & TAYLOR	2036542485	04/15/2022	22200156	042722AP	213.91
				213.91 10004151 521550 Library Materials				

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
								CHECK 141252 TOTAL:	5,501.85
141253	04/27/2022	PRTD	5131	BANNER ESTRELLA MED CENTER	45830536	04/05/2022	04/05/2022	22200093 042722AP	16.10
					16.10 10002140 522153	Medical Supplies			
								CHECK 141253 TOTAL:	16.10
141254	04/27/2022	PRTD	1213	BINGHAM EQUIPMENT CO	P72137	04/12/2022	22200037	042722AP	316.98
					316.98 10002140 520525	Hardware Maintenance			
								CHECK 141254 TOTAL:	316.98
141255	04/27/2022	PRTD	1124	ARIZONA LANGUAGE SPECIALISTS	10002120520037	03/31/2022	22200028	042722AP	1,080.00
					1,080.00 10002120 520037	Professional Services General			
								CHECK 141255 TOTAL:	1,080.00
141256	04/27/2022	PRTD	6946	BUCKEYE ELEMENTARY SCHOOL DISTRIC	04252022	04/25/2022		042722AP	9,763.51
					9,763.51 10001108 475508	IGA Reimbursement			
								CHECK 141256 TOTAL:	9,763.51
141257	04/27/2022	PRTD	5465	BUCKEYE UNION HIGH SCHOOL DISTRIC	April 25, 2022	04/25/2022		042722AP	456,098.38
					456,098.38 10001108 475508	IGA Reimbursement			
								CHECK 141257 TOTAL:	456,098.38
141258	04/27/2022	PRTD	1248	BUCKEYE VALLEY CHAMBER OF COMMERC	11217	04/06/2022	22200194	042722AP	9,000.00
					9,000.00 10001187 520038	Contributions to Civic Orgs			
								CHECK 141258 TOTAL:	9,000.00
141259	04/27/2022	PRTD	3107	CALMAT CO	80954041	04/15/2022	22200336	042722AP	181.92
					181.92 38103202 520502	Street Overlay R & M			
				CALMAT CO	80952791	04/13/2022	22200336	042722AP	365.67
					365.67 38103202 520502	Street Overlay R & M			
				CALMAT CO	80951077	04/08/2022	22200336	042722AP	274.25
					274.25 38103202 520502	Street Overlay R & M			
				CALMAT CO	80936898	03/04/2022	22200336	042722AP	276.08
					276.08 38103202 520502	Street Overlay R & M			
				CALMAT CO	80936899	03/04/2022	22200336	042722AP	320.88

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
				320.88 38103202 520502	Street Overlay R & M				
				CALMAT CO	80940592	03/14/2022	22200336	042722AP	350.41
				350.41 38103202 520502	Street Overlay R & M				
								CHECK 141259 TOTAL:	1,769.21
141260	04/27/2022	PRTD	5629	CARDNO, INC.	531691	04/08/2022	22200595	042722AP	5,397.66
				5,397.66 10005185 520037	Professional Services General				
								CHECK 141260 TOTAL:	5,397.66
141261	04/27/2022	PRTD	5029	CDW GOVERNMENT LLC	V904952	04/13/2022	22201334	042722AP	997.20
				997.20 10001192 521523	Equipment <$5,000				
				CDW GOVERNMENT LLC	V716223	04/09/2022	22200887	042722AP	601.85
				601.85 40003210 543028	Jackie A Meck Wtr Campus/BRWC				
								CHECK 141261 TOTAL:	1,599.05
141262	04/27/2022	PRTD	1289	CENTURY GLASS & MIRROR LLC	04152022	04/15/2022	22201221	042722AP	4,997.51
				4,997.51 10002120 521523	Equipment <$5,000				
								CHECK 141262 TOTAL:	4,997.51
141263	04/27/2022	PRTD	3021	CINTAS CORPORATION NO 3	4116551688	04/14/2022	22200171	042722AP	71.23
				71.23 10003171 521922	Uniforms				
								CHECK 141263 TOTAL:	71.23
141264	04/27/2022	PRTD	1303	CITY ELECTRIC SUPPLY	GOO/072230	03/30/2022	22200180	042722AP	489.60
				489.60 10003172 522155	Operational Supplies				
				CITY ELECTRIC SUPPLY	GOO/072380	04/06/2022	22200180	042722AP	204.04
				204.04 10003172 522155	Operational Supplies				
								CHECK 141264 TOTAL:	693.64
141265	04/27/2022	PRTD	1308	CITY OF PHOENIX	400958606	04/18/2022	22200158	042722AP	40,653.90
				31,017.42 10002121 520041	RWC Subscriber Fees				
				9,636.48 10002140 520041	RWC Subscriber Fees				
				CITY OF PHOENIX	400958676	04/19/2022	22200158	042722AP	2,960.64
				2,960.64 10002140 520041	RWC Subscriber Fees				

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
								CHECK 141265 TOTAL:	43,614.54
141266	04/27/2022	PRTD	6436	CODE 3 TECHNOLOGY	22-053	04/20/2022	22201175	042722AP	80,251.33
					80,251.33 10001192 521523	Equipment <$5,000			
								CHECK 141266 TOTAL:	80,251.33
141267	04/27/2022	PRTD	5299	COLT CONCRETE LLC	2022033-2	04/20/2022	22201096	042722AP	85,576.92
					85,576.92 10003172 520018	General Contractual Services			
								CHECK 141267 TOTAL:	85,576.92
141268	04/27/2022	PRTD	6862	CREATING COMMUNITY LLC	0118	03/30/2022	22201215	042722AP	1,750.00
					1,750.00 35764153 526110	Conference and Seminars			
								CHECK 141268 TOTAL:	1,750.00
141269	04/27/2022	PRTD	1343	CUMMINS SALES AND SERVICE	54-36062	04/19/2022	22201333	042722AP	554.13
					554.13 40013226 520541	Wastewater System R & M			
								CHECK 141269 TOTAL:	554.13
141270	04/27/2022	PRTD	1344	WEST VALLEY ROCK	WV2-456	02/16/2022	22201078	042722AP	4,534.49
					4,534.49 50012140 521507	Landscaping Materials			
				WEST VALLEY ROCK	WV2-491	02/17/2022	22201078	042722AP	4,640.29
					4,640.29 50012140 521507	Landscaping Materials			
								CHECK 141270 TOTAL:	9,174.78
141271	04/27/2022	PRTD	5295	DELL MARKETING L.P.	10577703268	04/19/2022	22201342	042722AP	4,210.99
					4,210.99 10005185 521521	IT Equipment <$5000			
								CHECK 141271 TOTAL:	4,210.99
141272	04/27/2022	PRTD	5094	DUCK'S SEPTIC PUMP & INSTALL, INC	9304	04/01/2022	22200876	042722AP	2,520.00
					1,350.00 10003172 520018	General Contractual Services			
					1,170.00 10003172 520514	General Equipment Repairs			
								CHECK 141272 TOTAL:	2,520.00
141273	04/27/2022	PRTD	3032	ECD SYSTEMS LLC	23083	02/10/2022	22200173	042722AP	26.00
					26.00 10003176 526121	On-line Subscriptions			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
								CHECK 141273 TOTAL:	26.00
141274	04/27/2022	PRTD	5011	ELM USA INC	48852	04/20/2022	22200020	042722AP	25.00
					25.00 10004151 521501	Office Supplies			
								CHECK 141274 TOTAL:	25.00
141275	04/27/2022	PRTD	1402	EMPIRE SOUTHWEST, LLC	EMPS5574929	04/05/2022	22200199	042722AP	966.35
					966.35 38103202 521520	Small Tools<$5,000			
				EMPIRE SOUTHWEST, LLC	EMPC0760857	03/04/2022	22200199	042722AP	-129.41
					-129.41 38103202 521520	Small Tools<$5,000			
								CHECK 141275 TOTAL:	836.94
141276	04/27/2022	PRTD	1414	EWING IRRIGATION PRODUCTS INC	16071832	02/11/2022	22200449	042722AP	797.68
					797.68 40103200 520035	Landscaping			
								CHECK 141276 TOTAL:	797.68
141277	04/27/2022	PRTD	6165	FIRE CATT, LLC	10428	01/26/2022	22200019	042722AP	6,800.30
					6,800.30 10002140 520518	Equip Testing & Certification			
								CHECK 141277 TOTAL:	6,800.30
141278	04/27/2022	PRTD	5279	ACTON CONTRACTING LLC	9177	02/14/2022	22200189	042722AP	135.00
					135.00 10003171 520509	Fuel Yard Maintenance			
				ACTON CONTRACTING LLC	9211	03/23/2022	22200189	042722AP	2,140.36
					2,140.36 10003171 520509	Fuel Yard Maintenance			
				ACTON CONTRACTING LLC	9241	04/14/2022	22200189	042722AP	464.89
					464.89 10003171 520509	Fuel Yard Maintenance			
								CHECK 141278 TOTAL:	2,740.25
141279	04/27/2022	PRTD	1485	GOVERNOR'S OFFICE OF HIGHWAY SAFE	04202022	04/20/2022		042722AP	100.00
					100.00 10002121 526110	Conference and Seminars			
								CHECK 141279 TOTAL:	100.00
141280	04/27/2022	PRTD	1491	USA BLUE BOOK	947299	04/15/2022	22200234	042722AP	397.85
					397.85 40013224 521503	Lab Supplies			
				USA BLUE BOOK	905860	03/10/2022	22200223	042722AP	3,187.94

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
				3,187.94 40013221 520540 Wastewater Plant R & M					
								CHECK 141280 TOTAL:	3,585.79
141281	04/27/2022	PRTD	1509	HENRY SCHEIN INC	18566819	03/24/2022	22200250	042722AP	3.45
				3.45 10002140 522153 Medical Supplies					
				HENRY SCHEIN INC	18860784	03/31/2022	22200250	042722AP	3.45
				3.45 10002140 522153 Medical Supplies					
								CHECK 141281 TOTAL:	6.90
141282	04/27/2022	PRTD	1513	HILL BROTHERS CHEMICAL COMPANY	07127130	03/26/2022	22200133	042722AP	488.70
				488.70 40003218 521540 Chemicals					
				HILL BROTHERS CHEMICAL COMPANY	07127127	03/26/2022	22200133	042722AP	390.96
				390.96 40003218 521540 Chemicals					
								CHECK 141282 TOTAL:	879.66
141283	04/27/2022	PRTD	6556	ABRAZO WEST CAMPUS ATTN: ACCOUNTI	AWC 033122-Fire	04/19/2022	22200068	042722AP	3.56
				3.56 10002140 522153 Medical Supplies					
								CHECK 141283 TOTAL:	3.56
141284	04/27/2022	PRTD	1548	INSTRUMENTATION AND CONTROLS, LLC	30145	04/11/2022	22201280	042722AP	604.78
				604.78 40013222 520543 WW R&M					
				INSTRUMENTATION AND CONTROLS, LLC	30146	04/11/2022	22201280	042722AP	1,179.59
				1,179.59 40013222 520543 WW R&M					
								CHECK 141284 TOTAL:	1,784.37
141285	04/27/2022	PRTD	6823	INTEGRITY MUNICIPAL SYSTEMS LLC	11091	03/31/2022	22201218	042722AP	2,620.97
				2,620.97 40013226 520541 Wastewater System R & M					
								CHECK 141285 TOTAL:	2,620.97
141286	04/27/2022	PRTD	6920	INTERSTATE MECHANICAL CORP	2322097	04/19/2022	22201193	042722AP	34,106.00
				34,106.00 10003172 541070 Other Equipment >$5,000					
								CHECK 141286 TOTAL:	34,106.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
141287	04/27/2022	PRTD	6065	JULIE JONES	042122	04/19/2022	22200270	042722AP	375.00
					375.00 10004160 520013	Contract Instruc-SIC			
							CHECK	141287 TOTAL:	375.00
141288	04/27/2022	PRTD	1596	LSH LIGHTS	202466	02/24/2022	22201041	042722AP	350.51
					350.51 10002140 549999	Completed Capital			
				LSH LIGHTS	202636	02/24/2022	22201041	042722AP	175.26
					175.26 10002140 549999	Completed Capital			
				LSH LIGHTS	SI202542	03/21/2022	22201011	042722AP	2,980.10
					2,980.10 38103202 541240	Other Vehicles			
				LSH LIGHTS	SI202540	03/21/2022	22100918	042722AP	1,471.23
					1,471.23 38103202 541210	Automobiles			
							CHECK	141288 TOTAL:	4,977.10
141289	04/27/2022	PRTD	5666	KIMLEY-HORN AND ASSOCIATES, INC.	21188755	03/31/2022	22200476	042722AP	37,485.00
					37,485.00 50213170 543137	Miller Rd Exp-Durango-LBuckeye			
				KIMLEY-HORN AND ASSOCIATES, INC.	21188765	03/31/2022	22200475	042722AP	38,585.60
					38,585.60 50213170 543150	Watson-Broadway DCR			
							CHECK	141289 TOTAL:	76,070.60
141290	04/27/2022	PRTD	5205	SYMBOLARTS LLC	0427141-IN	04/05/2022	22200083	042722AP	64.65
					64.65 10002140 521922	Uniforms			
							CHECK	141290 TOTAL:	64.65
141291	04/27/2022	PRTD	6896	LIGHTDAY SOLAR INC.	2021036-5	04/20/2022	22200474	042722AP	108,909.00
					108,909.00 50211000 543080	Emergency Backup Generators			
							CHECK	141291 TOTAL:	108,909.00
141292	04/27/2022	PRTD	1621	LOGICALIS, INC	IN207007	04/14/2022	22201262	042722AP	30,551.21
					30,551.21 10001192 521523	Equipment <$5,000			
							CHECK	141292 TOTAL:	30,551.21
141293	04/27/2022	PRTD	1622	LOOMIS	12988798	03/31/2022	22200041	042722AP	626.06
					626.06 10002120 520053	Armored Car Services			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
								CHECK 141293 TOTAL:	626.06
141294	04/27/2022	PRTD	5342	M & M PORTABLE TOILETS LLC	I11656	04/05/2022	22200146	042722AP	163.95
				163.95 50012140 521505	Equipment Rental				
								CHECK 141294 TOTAL:	163.95
141295	04/27/2022	PRTD	1203	MRW ENTERPRISES	236155	04/13/2022	22200021	042722AP	599.90
				599.90 10002140 520505	Vehicle & Equipment Repair				
								CHECK 141295 TOTAL:	599.90
141296	04/27/2022	PRTD	1687	MUNICIPAL EMERGENCY SERVICES	IN1674188	02/07/2022	22200081	042722AP	1,027.32
				1,027.32 10002140 520525	Hardware Maintenance				
				MUNICIPAL EMERGENCY SERVICES	IN1701014	04/14/2022	22200081	042722AP	465.53
				465.53 10002140 520525	Hardware Maintenance				
								CHECK 141296 TOTAL:	1,492.85
141297	04/27/2022	PRTD	6451	NESTLE WATERS NORTH AMERICA	02C6700441328	04/04/2022	22200120	042722AP	747.61
				747.61 10002140 522155	Operational Supplies				
								CHECK 141297 TOTAL:	747.61
141298	04/27/2022	PRTD	7005	NEXXUS CONSULTING LLC	321424	02/28/2022	22201343	042722AP	8,046.00
				8,046.00 10001101 520037	Professional Services General				
				NEXXUS CONSULTING LLC	321440	03/31/2022	22201343	042722AP	8,559.93
				8,559.93 10001101 520037	Professional Services General				
				NEXXUS CONSULTING LLC	321409	01/31/2022	22201343	042722AP	1,523.81
				1,523.81 10001101 520037	Professional Services General				
								CHECK 141298 TOTAL:	18,129.74
141299	04/27/2022	PRTD	1725	NORWOOD EQUIPMENT LLC	66209N	03/10/2022	22200460	042722AP	838.05
				838.05 38103202 521726	Sweeper Parts				
				NORWOOD EQUIPMENT LLC	66208N	02/17/2022	22200460	042722AP	820.01
				820.01 38103202 521726	Sweeper Parts				
								CHECK 141299 TOTAL:	1,658.06

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
141300	04/27/2022	PRTD	1736	O'REILLY AUTO PARTS	3589-353963	03/16/2022	22200285	042722AP	110.13
					110.13 10003171 522155 Operational Supplies				
								CHECK 141300 TOTAL:	110.13
141301	04/27/2022	PRTD	999994	DALILA CARROLL	1-A	04/20/2022		042722AP	100.00
					100.00 35754150 520018 General Contractual Services				
								CHECK 141301 TOTAL:	100.00
141302	04/27/2022	PRTD	999996	Dolphin Pools	BLDR-21-3743	04/21/2022		042722AP	209.00
					209.00 10005180 431600 Vertical Construction				
								CHECK 141302 TOTAL:	209.00
141303	04/27/2022	PRTD	999997	Thomas Moore	04202022	04/20/2022		042722AP	484.14
					484.14 4000 230000 Security Deposits Refundable				
								CHECK 141303 TOTAL:	484.14
141304	04/27/2022	PRTD	5513	PARTS MART	907210P	02/25/2022	22200303	042722AP	120.34
					120.34 10003171 522155 Operational Supplies				
								CHECK 141304 TOTAL:	120.34
141305	04/27/2022	PRTD	3024	PBC PHOENIX INC	544743	02/28/2022	22200652	042722AP	828.60
					828.60 35754150 520019 Custodial Contract (PW)				
				PBC PHOENIX INC	541133	01/31/2022	22200651	042722AP	1,084.86
					1,084.86 35754150 520019 Custodial Contract (PW)				
								CHECK 141305 TOTAL:	1,913.46
141306	04/27/2022	PRTD	6741	AIMS COMPANIES	931339	04/13/2022	22200644	042722AP	5,945.79
					5,945.79 40013226 520037 Professional Services General				
				AIMS COMPANIES	930899	03/09/2022	22200644	042722AP	14,213.00
					14,213.00 40013226 520037 Professional Services General				
				AIMS COMPANIES	931417	04/19/2022	22200644	042722AP	5,829.79
					5,829.79 40013226 520037 Professional Services General				
								CHECK 141306 TOTAL:	25,988.58

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
141307	04/27/2022	PRTD	5374	RDO EQUIPMENT CO.	W7277031	05/12/2021	22200211	042722AP	934.16
				934.16 38103202 521508 Automotive Expenses					
				RDO EQUIPMENT CO.	P4357031	12/09/2021	22200211	042722AP	6,883.34
				6,883.34 38103202 521508 Automotive Expenses					
				RDO EQUIPMENT CO.	P4634331	01/13/2022	22200211	042722AP	-1,445.95
				-1,445.95 38103202 521508 Automotive Expenses					
				RDO EQUIPMENT CO.	W7789631	03/29/2022	22200211	042722AP	4,389.27
				4,389.27 38103202 521508 Automotive Expenses					
				RDO EQUIPMENT CO.	000888 1	12/28/2020	22200211	042722AP	-789.71
				-789.71 38103202 521508 Automotive Expenses					
				RDO EQUIPMENT CO.	W7500631	09/22/2021	22200211	042722AP	816.40
				816.40 38103202 521508 Automotive Expenses					
				RDO EQUIPMENT CO.	W7528831	10/06/2021	22200211	042722AP	155.26
				155.26 38103202 521508 Automotive Expenses					
								CHECK 141307 TOTAL:	10,942.77
141308	04/27/2022	PRTD	1847	RODEO FORD INC	157000	03/11/2022	22200343	042722AP	68.29
				68.29 10003171 522155 Operational Supplies					
								CHECK 141308 TOTAL:	68.29
141309	04/27/2022	PRTD	2170	RWC INTERNATIONAL LTD	XA101050487:01	10/27/2021	22200167	042722AP	102.13
				102.13 38103202 521508 Automotive Expenses					
				RWC INTERNATIONAL LTD	RA101007085:01	10/21/2021	22200167	042722AP	141.29
				141.29 38103202 521508 Automotive Expenses					
				RWC INTERNATIONAL LTD	XA101050489:01	10/26/2021	22200167	042722AP	20.99
				20.99 10003171 522155 Operational Supplies					
				RWC INTERNATIONAL LTD	XA110055049:01	03/24/2022	22200167	042722AP	653.79
				653.79 38103202 521508 Automotive Expenses					
								CHECK 141309 TOTAL:	918.20
141310	04/27/2022	PRTD	1858	SHI INTERNATIONAL CORP	B15075261	04/15/2022	22201291	042722AP	87,524.69
				87,524.69 10001189 549999 Completed Capital					
								CHECK 141310 TOTAL:	87,524.69

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
141311	04/27/2022	PRTD	1903	SIERRA TRANSPORTATION & TECH	6464	04/13/2022	22200316	042722AP	7,314.36
				7,314.36 38103202 520602	Traffic Signal R&M				
						CHECK	141311 TOTAL:		7,314.36
141312	04/27/2022	PRTD	5436	SKAGGS COMPANIES INC	20220401	04/01/2022	22200042	042722AP	3,018.73
				3,018.73 10002140 521922	Uniforms				
						CHECK	141312 TOTAL:		3,018.73
141313	04/27/2022	PRTD	3089	SOMERSET LANDSCAPE LLC	PHXW 345394	03/31/2022	22200403	042722AP	6,020.79
				610.15 40003212 520035	Landscaping				
				1,214.94 40003213 520035	Landscaping				
				637.39 40003214 520035	Landscaping				
				575.33 40003215 520035	Landscaping				
				983.90 40003216 520035	Landscaping				
				197.29 40003217 520035	Landscaping				
				1,801.79 40003218 520035	Landscaping				
				SOMERSET LANDSCAPE LLC	PHXW 335085	03/01/2022	22200439	042722AP	1,420.00
				1,420.00 50012140 520035	Landscaping Service				
						CHECK	141313 TOTAL:		7,440.79
141314	04/27/2022	PRTD	6391	SOUTHWEST FABRICATION, LLC	15381	04/19/2022	22200283	042722AP	19,924.84
				19,924.84 38103202 520503	Street Lighting O & M				
						CHECK	141314 TOTAL:		19,924.84
141315	04/27/2022	PRTD	7070	SOUTHWEST FIREWORKS, LLC.	3841	04/20/2022		042722AP	9,500.00
				9,500.00 30584160 521502	Program Supplies/Equipment				
						CHECK	141315 TOTAL:		9,500.00
141316	04/27/2022	PRTD	1929	SOUTHWEST WELDING LLC	SW6866	04/13/2022	22201135	042722AP	4,280.26
				4,280.26 50012140 522155	Operational Supplies				
						CHECK	141316 TOTAL:		4,280.26
141317	04/27/2022	PRTD	1942	STABILIZER SOLUTIONS INC	0048508-IN	03/17/2022	22201132	042722AP	6,023.47
				6,023.47 10004155 522155	Operational Supplies				
						CHECK	141317 TOTAL:		6,023.47

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
141318	04/27/2022	PRTD	1944	STANDARD PRINTING COMPANY INC	265599	04/01/2022	22200350	042722AP	14.11
				4.37 40003230 520037	Professional Services General				
				4.37 40013230 520037	Professional Services General				
				5.37 40053230 520037	Professional Services General				
				STANDARD PRINTING COMPANY INC	265704	04/13/2022	22200350	042722AP	5,419.24
				729.12 40003230 520037	Professional Services General				
				729.12 40013230 520037	Professional Services General				
				2,929.74 40053205 523021	Public Education				
				1,031.26 40053230 520037	Professional Services General				
				STANDARD PRINTING COMPANY INC	265551	03/25/2022	22200350	042722AP	1,182.53
				366.59 40003230 520037	Professional Services General				
				366.58 40013230 520037	Professional Services General				
				449.36 40053205 523021	Public Education				
								CHECK 141318 TOTAL:	6,615.88
141319	04/27/2022	PRTD	5971	STANLEY CONSULTANTS, INC.	237926	04/14/2022	22201119	042722AP	34,875.75
				34,875.75 50213170 543075	Rdwy Imrp-Watson-85 toSouthern				
								CHECK 141319 TOTAL:	34,875.75
141320	04/27/2022	PRTD	1661	STEVEN MCCLURE	April 2022	04/21/2022	22200027	042722AP	2,000.00
				2,000.00 10002120 520016	Public Defender				
								CHECK 141320 TOTAL:	2,000.00
141321	04/27/2022	PRTD	6622	SUNRISE ENGINEERING INC	0124572	04/05/2022	22200591	042722AP	29,575.00
				29,575.00 10005185 520006	Engineering Services				
								CHECK 141321 TOTAL:	29,575.00
141322	04/27/2022	PRTD	6553	SUPERCHARGED ELECTRIC INC.	21048	03/28/2022	22200481	042722AP	345.00
				345.00 10003172 520512	Building Repairs				
								CHECK 141322 TOTAL:	345.00
141323	04/27/2022	PRTD	5542	THE LUNSFORD GROUP LLC	1192	04/01/2022	22200097	042722AP	4,000.00
				4,000.00 10001101 520047	Government Relations Program				
								CHECK 141323 TOTAL:	4,000.00

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
141324	04/27/2022	PRTD	2041	UNITED ROTARY BRUSH CORP	CI282706	04/18/2022	22200377	042722AP	6,583.71
				6,583.71 38103202 521726 Sweeper Parts					
								CHECK 141324 TOTAL:	6,583.71
141325	04/27/2022	PRTD	2050	VALLEY METRO OFFICIALS LLC	33122	04/05/2022	22201245	042722AP	1,380.00
				1,380.00 10004156 520014 Contract Instruc - Sports					
				VALLEY METRO OFFICIALS LLC	033122	04/04/2022	22201245	042722AP	3,300.00
				3,300.00 10004156 520014 Contract Instruc - Sports					
				VALLEY METRO OFFICIALS LLC	0033122	04/04/2022	22201245	042722AP	420.00
				420.00 10004156 520014 Contract Instruc - Sports					
								CHECK 141325 TOTAL:	5,100.00
141326	04/27/2022	PRTD	5605	NAPA AUTO PARTS	651727	04/14/2022	22200302	042722AP	127.41
				127.41 38103202 521508 Automotive Expenses					
				NAPA AUTO PARTS	652396	04/20/2022	22200302	042722AP	15.55
				15.55 10003171 522155 Operational Supplies					
				NAPA AUTO PARTS	652282	04/19/2022	22200302	042722AP	9.29
				9.29 10003171 522155 Operational Supplies					
								CHECK 141326 TOTAL:	152.25
141327	04/27/2022	PRTD	5660	VERTECH INDUSTRIAL SYSTEMS, LLC	P210362.00-11836	04/15/2022	22200918	042722AP	15,706.88
				15,706.88 40013222 520037 Professional Services General					
								CHECK 141327 TOTAL:	15,706.88
141328	04/27/2022	PRTD	5425	VORTEX INDUSTRIES	20-1584183	04/13/2022	22200193	042722AP	625.12
				625.12 10003172 520525 Hardware Maintenance					
				VORTEX INDUSTRIES	20-1579047	03/23/2022	22200193	042722AP	744.12
				744.12 10003172 520525 Hardware Maintenance					
								CHECK 141328 TOTAL:	1,369.24
141329	04/27/2022	PRTD	2080	WAXIE SANITARY SUPPLY	80825594	04/15/2022	22200420	042722AP	3,260.84
				3,260.84 10003170 520019 Custodial Contract (PW)					
				WAXIE SANITARY SUPPLY	80807348	04/07/2022	22200440	042722AP	212.31
				212.31 10002140 522155 Operational Supplies					

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK	NET
			WAXIE SANITARY SUPPLY	80807351	04/07/2022	22200440	042722AP	240.48
			240.48 10002140 522155	Operational Supplies				
			WAXIE SANITARY SUPPLY	80807368	04/07/2022	22200420	042722AP	585.14
			585.14 10003170 520019	Custodial Contract (PW)				
			WAXIE SANITARY SUPPLY	80807377	04/07/2022	22200420	042722AP	614.49
			614.49 10003170 520019	Custodial Contract (PW)				
							CHECK 141329 TOTAL:	4,913.26

NUMBER OF CHECKS 86 *** CASH ACCOUNT TOTAL *** 1,337,507.98

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	86	1,337,507.98

*** GRAND TOTAL *** 1,337,507.98

JOURNAL ENTRIES TO BE CREATED

CLERK: acruz

YEAR PER JNL SRC ACCOUNT EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2022 10 1065								
APP 1000-201000					Accounts Payable		958,724.39	
04/27/2022	042722AP	AP0427			AP CASH DISBURSEMENTS JOURNAL			
APP 9999-104000					Cash in Bank - Checking			1,337,507.98
04/27/2022	042722AP	AP0427			AP CASH DISBURSEMENTS JOURNAL			
APP 4001-201000					Accounts Payable		59,320.54	
04/27/2022	042722AP	AP0427			AP CASH DISBURSEMENTS JOURNAL			
APP 3575-201000					Accounts Payable		4,233.37	
04/27/2022	042722AP	AP0427			AP CASH DISBURSEMENTS JOURNAL			
APP 3058-201000					Accounts Payable		9,779.57	
04/27/2022	042722AP	AP0427			AP CASH DISBURSEMENTS JOURNAL			
APP 3810-201000					Accounts Payable		54,505.84	
04/27/2022	042722AP	AP0427			AP CASH DISBURSEMENTS JOURNAL			
APP 4000-201000					Accounts Payable		9,086.52	
04/27/2022	042722AP	AP0427			AP CASH DISBURSEMENTS JOURNAL			
APP 3576-201000					Accounts Payable		1,750.00	
04/27/2022	042722AP	AP0427			AP CASH DISBURSEMENTS JOURNAL			
APP 5001-201000					Accounts Payable		15,038.99	
04/27/2022	042722AP	AP0427			AP CASH DISBURSEMENTS JOURNAL			
APP 4010-201000					Accounts Payable		797.68	
04/27/2022	042722AP	AP0427			AP CASH DISBURSEMENTS JOURNAL			
APP 5021-201000					Accounts Payable		219,855.35	
04/27/2022	042722AP	AP0427			AP CASH DISBURSEMENTS JOURNAL			
APP 4005-201000					Accounts Payable		4,415.73	
04/27/2022	042722AP	AP0427			AP CASH DISBURSEMENTS JOURNAL			
							---	---
					GENERAL LEDGER TOTAL		1,337,507.98	1,337,507.98
APP 9999-201010					DT DF		1,337,507.98	
04/27/2022	042722AP	AP0427						
APP 1000-101010					Pooled Cash Equity			958,724.39
04/27/2022	042722AP	AP0427						
APP 4001-101010					Pooled Cash Equity			59,320.54
04/27/2022	042722AP	AP0427						
APP 3575-101010					Pooled Cash Equity			4,233.37
04/27/2022	042722AP	AP0427						
APP 3058-101010					Pooled Cash Equity			9,779.57
04/27/2022	042722AP	AP0427						
APP 3810-101010					Pooled Cash Equity			54,505.84
04/27/2022	042722AP	AP0427						
APP 4000-101010					Pooled Cash Equity			9,086.52
04/27/2022	042722AP	AP0427						
APP 3576-101010					Pooled Cash Equity			1,750.00
04/27/2022	042722AP	AP0427						
APP 5001-101010					Pooled Cash Equity			15,038.99
04/27/2022	042722AP	AP0427						
APP 4010-101010					Pooled Cash Equity			797.68

JOURNAL ENTRIES TO BE CREATED

YEAR PER JNL SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
	04/27/2022	042722AP	AP0427							
APP 5021-101010						Pooled Cash Equity				219,855.35
	04/27/2022	042722AP	AP0427							
APP 4005-101010						Pooled Cash Equity				4,415.73
	04/27/2022	042722AP	AP0427							
						SYSTEM GENERATED ENTRIES TOTAL			1,337,507.98	1,337,507.98
						JOURNAL 2022/10/1065 TOTAL			2,675,015.96	2,675,015.96

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1000 General Fund	2022	10	1065	04/27/2022			
1000-101010					Pooled Cash Equity		958,724.39
1000-201000					Accounts Payable	958,724.39	
					FUND TOTAL	958,724.39	958,724.39
3058 Comm Services Programs	2022	10	1065	04/27/2022			
3058-101010					Pooled Cash Equity		9,779.57
3058-201000					Accounts Payable	9,779.57	
					FUND TOTAL	9,779.57	9,779.57
3575 Area Agency on Aging	2022	10	1065	04/27/2022			
3575-101010					Pooled Cash Equity		4,233.37
3575-201000					Accounts Payable	4,233.37	
					FUND TOTAL	4,233.37	4,233.37
3576 Community Services Grants	2022	10	1065	04/27/2022			
3576-101010					Pooled Cash Equity		1,750.00
3576-201000					Accounts Payable	1,750.00	
					FUND TOTAL	1,750.00	1,750.00
3810 Highway User Revenue Fund	2022	10	1065	04/27/2022			
3810-101010					Pooled Cash Equity		54,505.84
3810-201000					Accounts Payable	54,505.84	
					FUND TOTAL	54,505.84	54,505.84
4000 Water Utility Fund	2022	10	1065	04/27/2022			
4000-101010					Pooled Cash Equity		9,086.52
4000-201000					Accounts Payable	9,086.52	
					FUND TOTAL	9,086.52	9,086.52
4001 Wastewater Fund	2022	10	1065	04/27/2022			
4001-101010					Pooled Cash Equity		59,320.54
4001-201000					Accounts Payable	59,320.54	
					FUND TOTAL	59,320.54	59,320.54
4005 Environmental Services	2022	10	1065	04/27/2022			
4005-101010					Pooled Cash Equity		4,415.73
4005-201000					Accounts Payable	4,415.73	
					FUND TOTAL	4,415.73	4,415.73
4010 Airport Fund	2022	10	1065	04/27/2022			

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
4010-101010					Pooled Cash Equity		797.68
4010-201000					Accounts Payable	797.68	
					FUND TOTAL	797.68	797.68
5001 Cemetery Improvement Fund	2022	10	1065	04/27/2022			
5001-101010					Pooled Cash Equity		15,038.99
5001-201000					Accounts Payable	15,038.99	
					FUND TOTAL	15,038.99	15,038.99
5021 CIP General	2022	10	1065	04/27/2022			
5021-101010					Pooled Cash Equity		219,855.35
5021-201000					Accounts Payable	219,855.35	
					FUND TOTAL	219,855.35	219,855.35
9999 Pooled Cash	2022	10	1065	04/27/2022			
9999-104000					Cash in Bank - Checking		1,337,507.98
9999-201010					DT DF	1,337,507.98	
					FUND TOTAL	1,337,507.98	1,337,507.98

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
1000 General Fund		958,724.39
3058 Comm Services Programs		9,779.57
3575 Area Agency on Aging		4,233.37
3576 Community Services Grants		1,750.00
3810 Highway User Revenue Fund		54,505.84
4000 Water Utility Fund		9,086.52
4001 Wastewater Fund		59,320.54
4005 Environmental Services		4,415.73
4010 Airport Fund		797.68
5001 Cemetery Improvement Fund		15,038.99
5021 CIP General		219,855.35
9999 Pooled Cash	1,337,507.98	
TOTAL	1,337,507.98	1,337,507.98

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

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
141242	04/26/2022	PRTD	1290	CENTURY GRAPHICS INC	16296	04/19/2022	22201359	042622AP	6,466.57
				6,466.57	10001100 523056	Copying/Printing/Binding			
						CHECK	141242 TOTAL:		6,466.57
141243	04/26/2022	PRTD	5666	KIMLEY-HORN AND ASSOCIATES, INC.	21171105	03/31/2022	22201097	042622AP	11,055.00
				11,055.00	50213170 543077	Miller & Baseline TS			
						CHECK	141243 TOTAL:		11,055.00
				NUMBER OF CHECKS 2		*** CASH ACCOUNT TOTAL ***			17,521.57

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	2	17,521.57

*** GRAND TOTAL *** 17,521.57

JOURNAL ENTRIES TO BE CREATED

CLERK: acruz

YEAR PER JNL SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2022 10 961									
APP 1000-201000						Accounts Payable		6,466.57	
	04/26/2022	042622AP	AP0426			AP CASH DISBURSEMENTS JOURNAL			
APP 9999-104000						Cash in Bank - Checking			17,521.57
	04/26/2022	042622AP	AP0426			AP CASH DISBURSEMENTS JOURNAL			
APP 5021-201000						Accounts Payable		11,055.00	
	04/26/2022	042622AP	AP0426			AP CASH DISBURSEMENTS JOURNAL			
						GENERAL LEDGER TOTAL		17,521.57	17,521.57
APP 9999-201010						DT DF		17,521.57	
	04/26/2022	042622AP	AP0426						
APP 1000-101010						Pooled Cash Equity			6,466.57
	04/26/2022	042622AP	AP0426						
APP 5021-101010						Pooled Cash Equity			11,055.00
	04/26/2022	042622AP	AP0426						
						SYSTEM GENERATED ENTRIES TOTAL		17,521.57	17,521.57
						JOURNAL 2022/10/961 TOTAL		35,043.14	35,043.14

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1000 General Fund	2022	10	961	04/26/2022			
1000-101010					Pooled Cash Equity		6,466.57
1000-201000					Accounts Payable	6,466.57	
					FUND TOTAL	6,466.57	6,466.57
5021 CIP General	2022	10	961	04/26/2022			
5021-101010					Pooled Cash Equity		11,055.00
5021-201000					Accounts Payable	11,055.00	
					FUND TOTAL	11,055.00	11,055.00
9999 Pooled Cash	2022	10	961	04/26/2022			
9999-104000					Cash in Bank - Checking		17,521.57
9999-201010					DT DF	17,521.57	
					FUND TOTAL	17,521.57	17,521.57

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
1000 General Fund		6,466.57
5021 CIP General		11,055.00
9999 Pooled Cash	17,521.57	
TOTAL	17,521.57	17,521.57

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

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK	NET
141455	05/04/2022	PRTD	999998 Buckeye Police Association	050422	05/04/2022		50422AP	45.00
			45.00 1030	213130	Buckeye Police Assoc			
						CHECK	141455 TOTAL:	45.00
			NUMBER OF CHECKS 1		*** CASH ACCOUNT TOTAL ***			45.00

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	45.00

*** GRAND TOTAL *** 45.00

JOURNAL ENTRIES TO BE CREATED

CLERK: acruz

YEAR PER JNL SRC ACCOUNT EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2022 11 182								
APP 1030-201000					Accounts Payable		45.00	
05/04/2022	50422AP	AP5042			AP CASH DISBURSEMENTS JOURNAL			
APP 9999-104000					Cash in Bank - Checking			45.00
05/04/2022	50422AP	AP5042			AP CASH DISBURSEMENTS JOURNAL			
					GENERAL LEDGER TOTAL		45.00	45.00
APP 9999-201010					DT DF		45.00	
05/04/2022	50422AP	AP5042						
APP 1030-101010					Pooled Cash Equity			45.00
05/04/2022	50422AP	AP5042						
					SYSTEM GENERATED ENTRIES TOTAL		45.00	45.00
					JOURNAL 2022/11/182 TOTAL		90.00	90.00

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1030 Payroll Fund	2022	11	182	05/04/2022			
1030-101010					Pooled Cash Equity		45.00
1030-201000					Accounts Payable	45.00	
					FUND TOTAL	45.00	45.00
9999 Pooled Cash	2022	11	182	05/04/2022			
9999-104000					Cash in Bank - Checking		45.00
9999-201010					DT DF	45.00	
					FUND TOTAL	45.00	45.00

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
1030 Payroll Fund		45.00
9999 Pooled Cash	45.00	
TOTAL	45.00	45.00

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

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 05/17/22	**AGENDA ITEM:** 6.A. Buckle Up Arizona Campaign /Click it or Ticket (CIOT)
DATE PREPARED: 05/17/22	**DISTRICT NO.:** ALL
STAFF LIAISON: Robert Sanders, Interim Police Chief, rsanders@buckeyeaz.gov, (623) 349-6430	
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. 56-22, approving an intergovernmental agreement with the State of Arizona related to the Buckle Up Arizona Enforcement Campaign, and authorizing the City Manager to execute and deliver said agreement on behalf of the City.

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

SUMMARY

PROJECT DESCRIPTION:
The purpose of the campaign is for Buckeye PD to engage in aggressive traffic enforcement with a zero tolerance approach to seat belt and child safety seat violations. The goal is to sustain seatbelt usage rates. Arizona currently came near the national average seat belt usage rate of 90.7% in 2019.

BENEFITS:
Seat belts and child safety seats have proven to significantly reduce the chance of death and injuries of passengers in vehicles. Seat belt use reduces serious crash related injuries and deaths by 50%. The campaign also unites state wide law enforcement agencies to engage in aggressive traffic enforcement with a zero tolerance approach to seat belt and child safety.

FUTURE ACTION:
The enforcement statistics will be tabulated during the campaign and reported to the Arizona Governor's Office of Highway Safety.

FINANCIAL IMPACT STATEMENT:
Personnel services and employee related expenses of $5,000 will be reimbursed to the City of Buckeye for participation in the enforcement campaign to cover participating officer costs.

CURRENT FISCAL YEAR TOTAL COST:
$5,000

BUDGETED:
Yes

FISCAL YEAR:

2022

FUND/DEPARTMENT:
35732121-523111

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

ATTACHMENTS:

CIOT contract BPD.pdf
RES 56-22 Buckle Up Arizona IGA.pdf

GOVERNOR'S OFFICE OF HIGHWAY SAFETY (GOHS)

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

	FAIN: 69A3752230000405bAZL	**Assistance Listings: 20.616**
1.	**APPLICANT AGENCY** Buckeye Police Department	**GOHS CONTRACT NUMBER** **2022-CIOT-003**
	ADDRESS 21699 W. Yuma Rd., Buckeye, AZ 85326	**PROGRAM AREA** **405b**
2.	**GOVERNMENTAL UNIT** City of Buckeye	**AGENCY CONTACT** Lamar Brown
	ADDRESS 530 E. Monroe Ave., Buckeye, AZ 85326	**3. PROJECT TITLE** Buckle Up Arizona Enforcement Campaign (CIOT)
4.	**GUIDELINES** 405b – Occupant Protection (OP)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 405b funds will support Personnel Services (Overtime) and Employee Related Expenses to participate in the two-week Buckle Up Arizona Enforcement Campaign from May 23, 2022 through June 5, 2022 to enhance seat belt and child safety seat usage throughout the City of Buckeye.

6.	**BUDGET** **COST CATEGORY**	**Project Period** **FY 2022**
I.	**Personnel Services**	$4,000.00
II.	**Employee Related Expenses (25%)**	$1,000.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$5,000.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 6-5-2022
CURRENT GRANT PERIOD	**FROM:** 5-23-2022	**TO:** 6-5-2022

TOTAL FEDERAL FUNDS OBLIGATED THIS FY: $5,000.00

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

PROBLEM IDENTIFICATION AND RESOLUTION:

Motor vehicle collisions continue to be the leading cause of death, injury and property damage in Arizona and the United States. A number of factors contribute to the risk of collision including; vehicle design, speed of operation, road design, road environment, driver skill and/or impairment and driver behavior. The human factor that has been consistently identified in reducing collisions and minimizing their effects is consistent usage of seat belts and child safety seats.

According to the Arizona Motor Vehicle Crash Facts, there were 970 vehicle occupants (driver/passenger) fatalities in 2020, of which 313 (**32%**) were unrestrained. Children under the age of five accounted for 7 passenger fatalities in 2020, of which 1 (**14%**) were unrestrained.

In 2021, seat belt usage in Arizona reached **88.8%**, a decrease of **1.8%** since 2019. The noted decrease is attributed partly to the Arizona Governor's Office of Highway Safety (GOHS) funded statewide enforcement campaigns, enhanced earned media, and extensive outreach support of educational and public awareness activities.

The summary of the 2016 through 2021 Arizona Seat Belt Use Survey results are presented in the following table:

GROUPS OBSERVED	2016	2017	2018	2019	2020	2021
Total Front Seat Occupants Seat Belt Use	88.0%	86.1%	85.9%	90.6%	90.6%	88.8%
All Drivers Seat Belt Use	88.2%	86.1%	88.4%	92.1%	N/A	90.3%
Front Seat Passenger Seat Belt Use	87.3%	86.0%	90.8%	95.4%	N/A	93.5%
Children Safety Restraint Use	N/A	N/A	N/A	N/A	83%	N/A

Seat belts and child safety seats have proven to significantly reduce the chance of death and injuries of passengers in vehicles. According to the Center for Disease Control and Prevention, seat belt use reduces serious crash-related injuries and deaths by about **50%**. The proper and consistent use of Child Safety Seats has been found to reduce the risk of fatal injury by **71%** for infants (younger than 1-year-old) and by **54%** for toddlers (1 to 4 years old) in passenger cars. Properly installed booster seats reduce the risk for serious injury by **45%** among children ages 4 to 8-year-old.

Numerous factors affect the occupant protection enforcement program in Arizona:

- Arizona presently conducts enforcement under a secondary seat belt law and a primary child safety seat law
- Arizona currently came near the national average seat belt usage rate of 90.7% in 2019
- Arizona continues to develop and expand a highly visible Occupant Protection Enforcement Program

Selective Traffic Enforcement Programs (STEP) is a proven approach that can be used to quickly change motorists' behavior in a short period of time. This particular STEP is a widely-publicized enforcement campaign focused on changing a particular behavior among motorists.

As part of the National Click It or Ticket Campaign, Arizona has developed and promoted the **"Buckle Up Arizona… It's the Law!"** program, which has been an effective enforcement message in a secondary law state.

This program unites state-wide law enforcement agencies to engage in aggressive traffic enforcement with a **"zero tolerance"** approach to seat belt and child safety seat violations. The goal is to sustain and increase seatbelt usage rates in the designated geographical areas of the participating agencies.

The mobilizations begin with earned media generated at the State and local level followed by a high visibility enforcement campaign lasting two weeks. Paid media phases in approximately one week later followed by high-visibility enforcement lasting for two weeks. Additional earned media conducted through the GOHS has been paramount in enhancing occupant protection message.

OVERVIEW OF PROGRAM:

Federal 405b funding will support Personnel Services (Overtime) and Employee Related Expenses to participate in the national two-week **"Buckle Up Arizona"** enforcement campaign from **May 23, 2022 through June 5, 2022**.

The purpose of the campaign is for the Buckeye Police Department to engage in aggressive traffic enforcement with a **"zero tolerance"** approach to seat belt and child safety seat violations. The goal is to sustain seatbelt usage rates in the designated geographical areas of the participating agencies.

The campaign will be supported by earned media to reinforce the occupant protection message. The Buckeye Police Department will participate in other educational and public awareness activities to support the enforcement component.

Occupant protection usage surveys will be conducted subsequent to the enforcement campaign by an independent research organization to analyze the effectiveness of the program. Results will be provided to the respective law enforcement agency upon receipt of the completed study.

GOALS/OBJECTIVES:

The Buckeye Police Department is required to complete the following goals and objectives under the guidelines of the contract:

- Provide intensive traffic enforcement during designated period with zero tolerance for safety belt/child restraint laws
- Heighten enforcement visibility through news media contacts, safety belt/child seat inspections, and other public awareness and educational activities
- The Buckeye Police Department shall provide a written press release announcing the enforcement program to the local media affecting their respective areas (a copy of this press release shall be sent to the GOHS Director prior to the initiation of the enforcement campaign)

- The Buckeye Police Department is additionally encouraged to invite media representatives for live interviews and ride-a-longs during the enforcement activities

- The Buckeye Police Department shall develop and participate in some form of enforcement activity, such as saturation patrols, multi-agency enforcement task forces etc. related to respective areas with low restraint usage.

- The Buckeye Police Department shall submit a Final Enforcement Summary Report to GOHS no later than **June 10, 2022.**

- The Buckeye Police Department shall a Final Statement of Accomplishments Report including press releases, news stories, educational/public awareness activities, enforcement statistics and quality photographs by **June 17, 2022.**

- The Buckeye Police Department shall provide the names of top enforcement performers for possible future recognition by GOHS and their respective agency

MEDIA RELEASE

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

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

PURSUIT POLICY:

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

METHOD OF PROCEDURE:

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

Personnel Services – To support Overtime for two-week Buckle Up Arizona Enforcement Campaign from May 23, 2022 through June 5, 2022

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

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety. A sample press release for the Buckle Up Arizona Campaign will be provided to the agency.

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

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

Gabriela Gallegos, Occupant Protection Coordinator, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety within thirty (30) days of the enforcement period in correlation with the required report.

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

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

FINAL ENFORCEMENT SUMMARY REPORT:

All participating agencies shall complete and submit total enforcement statistical data implementing the attached form no later than **June 10, 2022,** to the Governor's Office of Highway Safety.

FINAL STATEMENT OF ACCOMPLISHMENTS:

The Project Director shall complete and submit the attached Final Statement of Accomplishments Report no later than **June 17, 2022,** to the Governor's Office of Highway Safety. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. The report is a summary overview of the contracted project and is reviewed by the Governor's Office of Highway Safety project coordinator to determine the effectiveness of the project.

PROJECT MONITORING:

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

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

Project monitoring also serves as a management tool for:

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

Types of Monitoring

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

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

Monitoring Schedule	
Total Awarded Amount:	**Type of Monitoring:**
Under $50,000	Desk Review/Phone Conference
$50,000 and over	May have an In-House GOHS Review
$100,000+	May have an On-Site Review
Capital Outlay Greater than $25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.

In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

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

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

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

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

Documentation

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

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on June 5, 2022 of that or subsequent year as indicated on the Highway Safety Contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	**Personnel Services (overtime)**	**$4,000.00**
II.	**Employee Related Expenses (40%)**	**$1,000.00**
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	**$5,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Buckeye Police Department shall absorb any and all expenditures in excess of **$5,000.00**.

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

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

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

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

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

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.

D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.

E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

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

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

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

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*

OMB Circular No. A-102 (Revised): *Grants and Cooperative Agreements with State and Local Governments*

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

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

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;

C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:

   1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and

   2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.

G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to

the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

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

XXI. Cancellation Statute

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

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

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations

for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.

B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Report of Costs Incurred:**

Name: LaMar Brown

Title: Grant Program Administrator

Telephone Number: 623-349-6447 Fax Number: 623-349-6506

E-mail Address: lbrown@buckeyeaz.gov

2. **Agency's Fiscal Contact:**

Name Sherri Meredith

Title: Finance Manager

Telephone Number: 623-349-6164

E-mail Address: Smeredith@buckeyeaz.gov

Federal Identification Number: 86-6000236

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

City of Buckeye Police Department

Warrant/Check to be mailed to:

City of Buckeye Finance Department
(Agency)

530 E. Monroe
(Address)

Buckeye, AZ 85326
(City, State, Zip Code)

4. ***DUNS NUMBER***

085452928
(DUNS #)

530 E. Monroe , Buckeye, AZ 85326
(Registered Address & Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:

Larry Hall, Chief
Buckeye Police Department

4/20/22 623-349-6438
Date Telephone

Signature of Authorized Official of Governmental Unit:

Daniel Cotterman, City Manager
City of Buckeye

Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §**405b** and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS § 28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area **405b–OP**, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** — *Authorization to Proceed Date*

   B. FEDERAL FUNDS: — **$5,000.00**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
   by State Official responsible to Governor for the administration of the State Highway Safety Agency

Alberto Gutier, Director Governor's Office of Highway Safety Governor's Highway Safety Representative	Approval Date

RESOLUTION NO. 56-22

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATED TO THE BUCKLE UP ARIZONA ENFORCEMENT CAMPAIGN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER SAID AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the "Buckle Up Arizona" enforcement campaign is scheduled from May 23, 2022 through June 5, 2022; and

WHEREAS, the campaign calls for coordinated enforcement efforts by Arizona law enforcement agencies, supported by media engagement and other public awareness efforts, to target seat belt and child safety seat violations; and

WHEREAS, the State of Arizona, through the Governor's Office of Highway Safety, is facilitating the use of federal 405(b) grant funds to help offset overtime and employee related expenses for participating officers;

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. Intergovernmental Agreement No. 2022-CIOT-003 between the City of Buckeye and the State of Arizona regarding the Buckle Up Arizona Enforcement Campaign (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 City Manager is hereby authorized to execute and deliver the IGA, and the Mayor, the City Manager, the City Clerk, the Police Chief, 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 17th day of May, 2022.

_____
Eric Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

JAG:jag 4464787.1 5/9/2022

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 05/17/22	**AGENDA ITEM:** 6.B. Police Funds Transfer Request
DATE PREPARED: 05/17/22	**DISTRICT NO.:** ALL
STAFF LIAISON: Robert Sanders, Interim Police Chief, rsanders@buckeyeaz.gov, (623) 349-6430	
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 the transfer of funds from the Police Department Operational Supplies Account to the Police Department Other Equipment Capital Account and the expenditure of those funds to complete capital purchases in the Fiscal Year 2021-2022 budget.

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

SUMMARY

PROJECT DESCRIPTION:
This request is to increase the efficiency and effectiveness of the Police Department by purchasing equipment. This equipment will provide a backup communications center for emergencies and long term special event operations; increase the ability to effectively process crime scenes with the most up to date technologically advanced equipment; and increase the effectiveness of the SWAT team while increasing operator safety.

The Police Department is requesting the transfer of $108,000 in available funds from the Operational Supplies Account to the Other Equipment Capital Account to complete the following capital purchases for the FY22 Budget year:

- 2 Motorola Radios for the Communications Trailer-Backup Emergency Location or Special Events Use $20,000
- FARO Handheld to capture 3D Crime Scene Images of rooms, vehicles and trailers $25,000
- 2 SWAT Drones-Utilized for building searches, two-way communications with suspects and reconnaissance $23,000
- Crime Lite-Infrared on-scene crime scene processing or laboratory use forgoes need for chemical and black light $40,000

The total for all transfers is $108,000.

BENEFITS:
The transfer will increase department effectiveness, improve crime scene processing efficiency, provide for an emergency communication center and reduce the risk to SWAT operators along with the

community.

FUTURE ACTION:
No future action is required

FINANCIAL IMPACT STATEMENT:
The total cost for all transfers is $108,000.

CURRENT FISCAL YEAR TOTAL COST:
The total current fiscal year cost of $108,000 is as follows:

- 2 Motorola Radios for the Communications Trailer-Backup Emergency Location or Special Events Use $20,000
- FARO Handheld to capture 3D Crime Scene Images of rooms, vehicles and trailers $25,000
- 2 SWAT Drones-Utilized for building searches, two-way communications with suspects and reconnaissance $23,000
- Crime Lite-Infrared on-scene crime scene processing or laboratory use forgoes need for chemical and black light $40,000

BUDGETED:
Yes

FISCAL YEAR:
2022

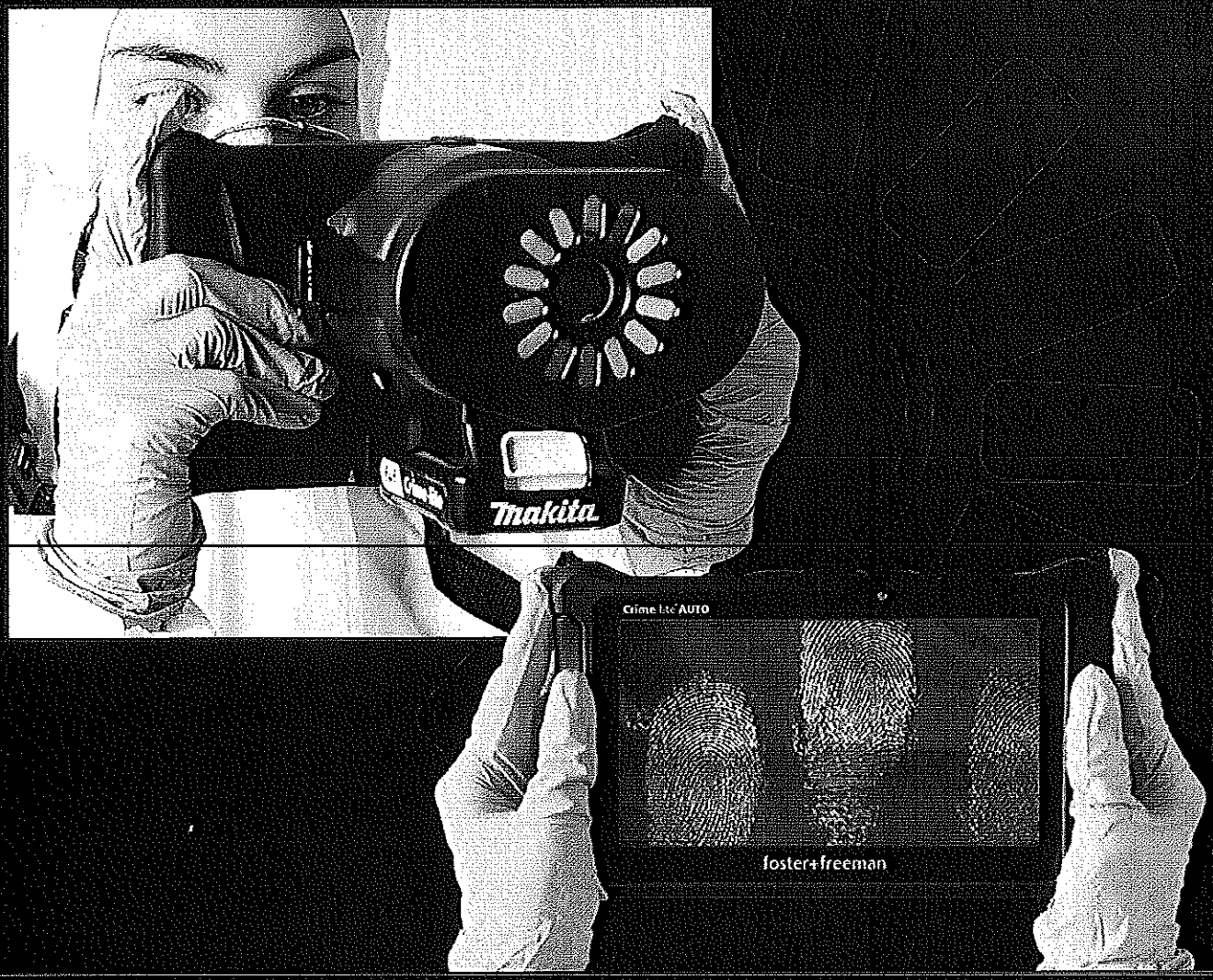
Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Crimelite.pdf
Radioa-2)MCC8500Mobile.pdf
2SWATDrones.pdf
FARO handheld.pdf

foster+freeman

Crime-lite

AUTO

FOR CRIME SCENE & LABORATORY



The most integrated, complete and compact forensics digital camera solution in existence

Crime-lite AUTO

Forensic Search and Capture

Full Spectrum UV-Vis-IR Camera with 55x Illumination Wavebands

Introducing the first in a new generation of forensic search and detection tools.

Combining the latest forensic imaging technology with high-intensity multi-spectral illumination, the new Crime-lite AUTO is a complete solution to the search, detection and capture of evidence.

A compact handheld device, with the weight and feel of a pro-grade digital SLR camera, the Crime-lite AUTO can reveal evidence including, body fluids (semen, saliva, and urine etc.); blood on dark fabrics; fingerprints; gunshot residues; and traces of physical evidence (glass, fibres, hairs, etc.)

Precision Imaging Camera

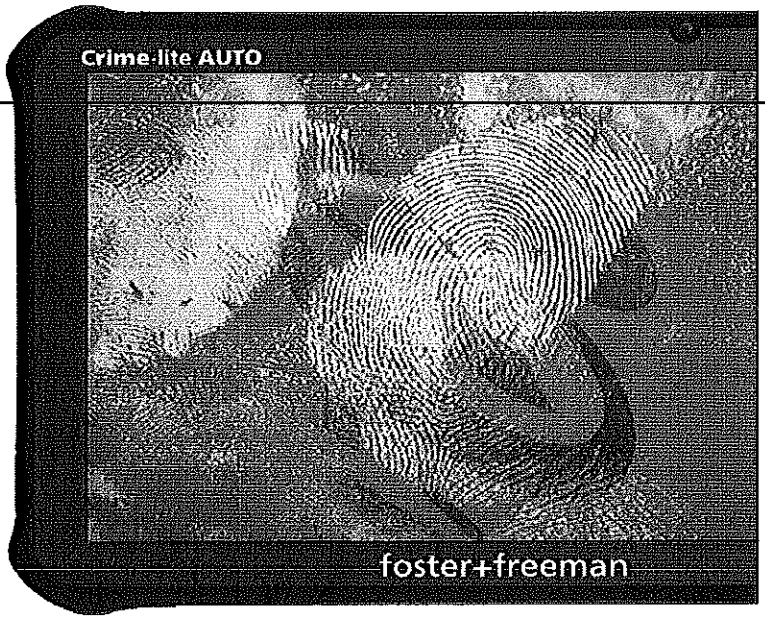
Document evidence at the crime scene using a UV-IR sensitive camera with autofocus macro lens.

UV-Vis-IR Illumination

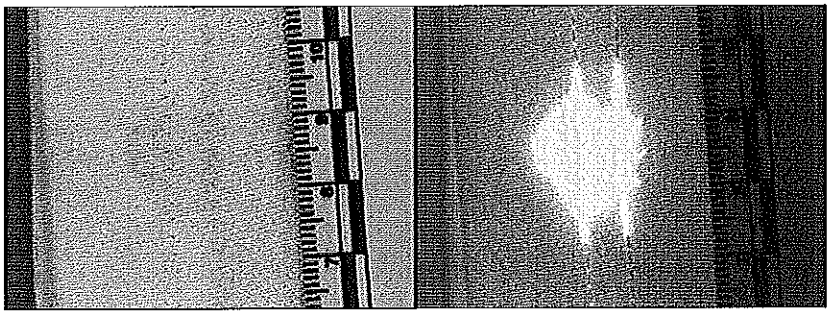
Utilise up to 55 waveband combinations to detect a wide range of evidence types.
Search beyond the visible spectrum using UV, Vis, and IR wide-angle lighting.

Intelligent Interface

View crystal clear live video and captured images on the Crime-lite AUTO's simply controlled, integral 7" touchscreen interface.



Detect, Examine, and Capture Evidence at the Crime Scene



DETECT BODY FLUIDS

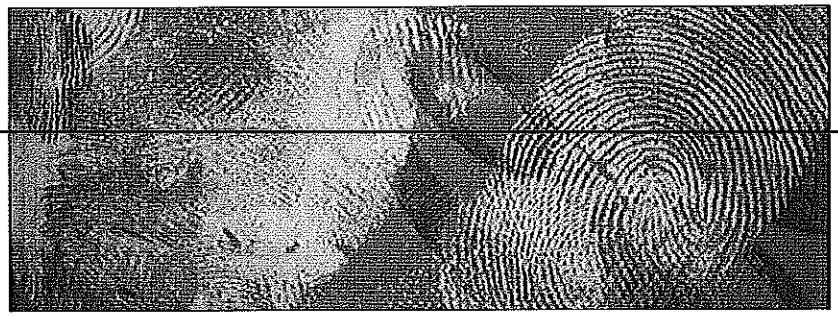
Fluorescence Examination

Powerful multispectral illumination reveals naturally fluorescent body fluids including semen, saliva, urine, vaginal fluids etc.

REVEAL BLOOD STAINS

Live Infrared Examination

Realtime infrared examination can quickly locate the presence of blood against dark backgrounds.



VISUALISE FINGERMARKS

Contrast Examination

Powerful illumination and camera technology enables the examiner to visualise fingerprints on a variety of substrates.

Reveal and Enhance the Visibility of Evidence

Performing real-time visible, fluorescent, and infrared examinations, the Crime-lite AUTO can quickly reveal the presence of evidence including body fluids (semen, saliva, sweat etc.), fingerprints, fragments of bone and tooth, hair, and suspect fibres, etc.

Optimised for mobile use, to be operated by examiners in full CSI-PPE kit, the compact device further improves the evidence workflow and increases the efficiency of examinations, by allowing video and images to be stored internally or exported to an external device for immediate digital transfer to the forensic laboratory.

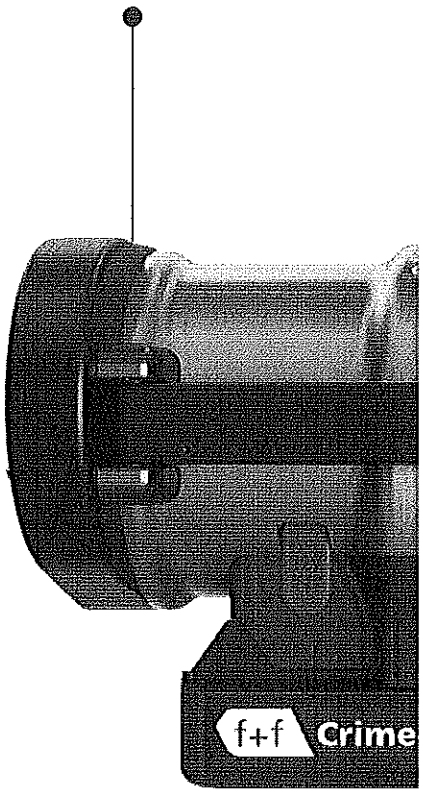
- ☑ Body Fluids
- ☑ Fingerprints
- ☑ Trace Evidence

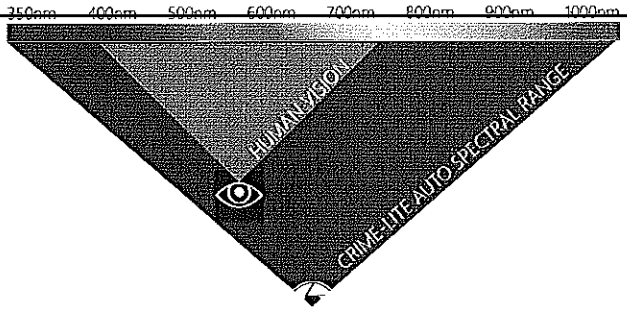
Powerful Forensic DSLR Camera | Multi-Spectral Light Source

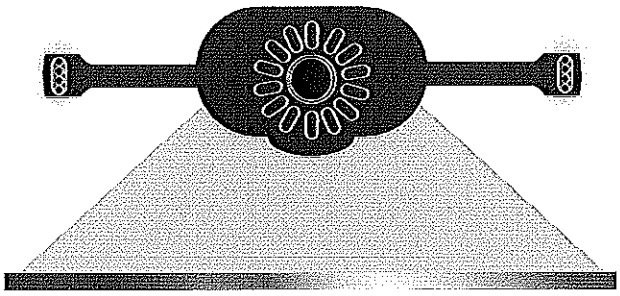
Wide-Angle Illumination
with UV, White and IR LEDs

Multi-Spectral Illumination
provides up to 55 waveband combinations

Precision 20MP Camera
sensitive from UV-IR







Crime Scene Photography Without Limitations

Search for traces of evidence under UV, Visible and Infrared illumination, before documenting the scene using multi-spectral of photography to reveal evidence that cannot be seen by the naked eye.

Optimise Illumination to Reveal More Evidence

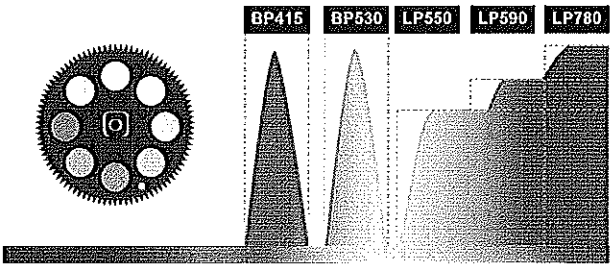
Select LEDs individually or in combination to create up to 55x wavebands of illumination for the detection of evidence, and for the excitation of fingerprint powders and naturally fluorescent body fluids.

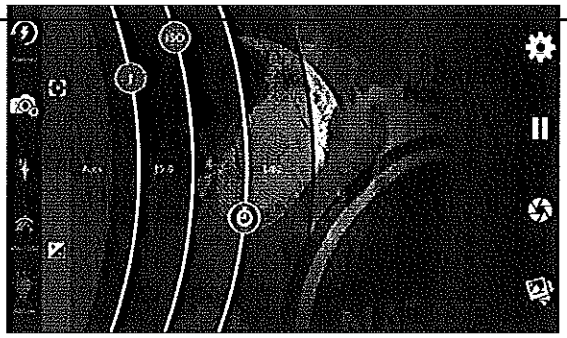
Integral Touch Screen Display | Advanced Connectivity

Advanced Connectivity
Bluetooth, Micro SD, USB & HDMI

Motorised Filter Wheel
with intelligent filter selection

Integrated 7" Multi-Touch Display
with forensic capture software





Intelligent Fluorescence Filter Selection

When alternating between illumination wavebands, the Crime-lite AUTO automatically selects the corresponding fluorescence imaging filter to optimise evidence visualisation. Full manual control of filter selection is also available.

Uncomplicated 7" multi-touch interface

Intuitive and easy to use, the Crime-lite AUTO's large touch screen interface provides complete control of all camera and illumination functions and settings whilst displaying crystal clear live and stored images of evidence.

Crime-lite AUTO System Specifications

System Hardware

CAMERA
- High sensitivity colour/IR camera
- Autofocus macro lens
- High resolution still images (5456x3632px)
- HDMI live video output

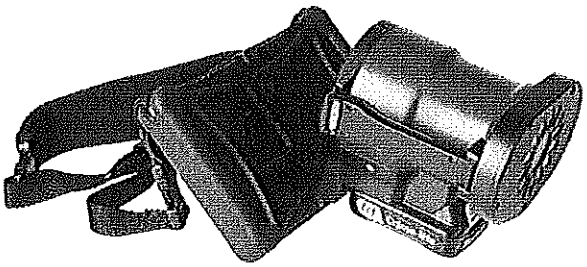
ILLUMINATION
High intensity LED illumination ring:
- UV 365nm, Violet 410nm, Blue 445nm, Blue Green 475nm, Green 520nm, Orange 590nm, Red 640nm
- 4x LED per wavelength
- Combine LEDs to provide up to 55 combinations
- Brightness control function

2x Wide-angle LED illumination arms:
- UV 365nm, White VIS, IR 850nm
- 2x UV LED, 1x White LED, and 1xIR LED per arm

IMAGING FILTERS
9-position motorised filter wheel
- Longpass filters at: VIS, 455nm, 495nm, 550nm, 590nm, and 780nm
- Bandpass filters at: UV 315-380nm, 415nm, and 530nm

INTERFACE
7" multi-touch IPS TFT display
Internal processor (no PC required)
App' style user interface
WiFi and Bluetooth connectivity

Dimensions



- H 126mm x W 207mm x D 159mm (excluding battery)
- Weight (when fitted with 2Ah battery) 1.6kg (approx.)

System Software

Crime-lite AUTO functions are carried out via an 'App' style interface using the system's integrated multi-touch display:

- Live video search and capture (AVI)
- High-resolution capture of still images (BMP, TIFF, PNG, JPG)
- Complete control of all camera settings
- Complete control of all illumination settings
- Manual or semi-automated 'intelligent' filter selection
- Pull-out image gallery of all recent work
- Live/stored image comparison
- Save and Recall images with examination settings
- Timestamp captured video and images
- Export images and data to external USB
- Option to connect secondary viewing monitor via HDMI

Optional Accessories

SPARE 2AH BATTERY — QCL/AUTO/ACC/1
High capacity 12V V 2Ah Lithium Ion battery with battery fuel gauge and battery protection circuit

SPARE 4AH BATTERY — QCL/AUTO/ACC/2
High capacity 12V 4Ah Lithium Ion battery with battery fuel gauge and battery protection circuit

RAPID BATTERY CHARGER — QCL/AUTO/ACC/3
Charge Crime-lite AUTO Li-Ion batteries. Includes charge status display

AC MAINS POWER ADAPTOR — QCL/AUTO/ACC/8
Operate the Crime-lite auto via AC mains power

CARRY CASE — QCL/AUTO/ACC/4
Rugged, waterproof case with machined foam cut-outs

ADJUSTABLE SHOULDER/NECK STRAP — QCL/AUTO/ACC/5

HIGH SPEED 128GB MICRO SD CARD — QCL/AUTO/ACC/6
Store >2000 uncompressed images

HIGH SPEED USB MEMORY STICK — QCL/AUTO/ACC/7

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Forensic Science Innovation

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Federal Tax ID No 56-2316304
GST/HST No. 81939 6300 RT0001

Your Reference: RFQ: CRIME-LITE AUTO KIT

Our Reference: C107345

Quote Reference: Q207323

Date: December 16, 2021

Buckeye Police Department
21699 W, Yuma Road
Suite 104
Buckeye
AZ 85326
USA

Attention of Aime Prusick

QUOTATION Q207323 - FOR THE SUPPLY OF:

LINE	PRODUCT DESCRIPTION	QTY	UNIT PRICE	SUB TOTAL
1	**CL AUTO KIT 120V CHARGER (QCL/AUTO/KIT120V)** **Comprising:** CRIME-LITE AUTO RECHARGEABLE 2Ah BATTERY (Quantity x 2.0) (QCL/AUTO/ACC/1) - 10.8 V 2Ah Lithium Ion battery - High capacity - Individual cell monitoring - Battery protection circuit - Battery fuel gauge (4-stage LEDs) CRIME-LITE AUTO RECHARGEABLE 4Ah BATTERY (QCL/AUTO/ACC/2) - 10.8 V 4Ah Lithium Ion battery - High capacity - Individual cell monitoring - Battery protection circuit - Battery fuel gauge (4-stage LEDs) CRIME-LITE AUTO CARRY CASE (QCL/AUTO/ACC/4) - machined foam cut-outs to accommodate Crime-lite AUTO plus batteries and accessories - rugged, waterproof and shock resistant - dimensions 430X260X235mm - weight 2.7kg CRIME-LITE AUTO SHOULDER/NECK STRAP 257-187-00 (QCL/AUTO/ACC/5) - Adjustable shoulder/neck strap	1	30,142.82	30,142.82

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Your Reference: RFQ: CRIME-LITE AUTO KIT

Our Reference: C107345

Quote Reference: Q207323

Date: December 16, 2021

CRIME-LITE AUTO HIGH SPEED MICRO SD CARD READER
(QCL/AUTO/ACC/6)
- Micro SD card Reader

CRIME-LITE AUTO HIGH SPEED USB STICK
(QCL/AUTO/ACC/7)
- High capacity USB stick with rapid read/write performance

CRIME-LITE AUTO MAINS ADAPTOR
(QCL/AUTO/ACC/8)
- Operate the Crime-Lite Auto via AC mains power

CRIME-LITE AUTO
(QCL/AUTO)
All-in-one forensic evidence imaging system for CSI and laboratory use

CAMERA AND LENSES

HIGH SENSITIVITY COLOUR/IR CAMERA
- Precision 20.1MP image capture (5456x3632px)
- Sensitive from 350 to 1000nm
- HDMI Live video output
- Autofocus 30mm f/3.5 macro lens
- Shutter speed/exposure time up to 30 seconds

Selectable advanced camera controls
-- Exposure control
-- Auto and Fine Manual focus modes
-- White balance
ILLUMINATION AND FILTRATION

HIGH INTENSITY LED ILLUMINATION RING
- Wavelengths: UV 365nm, Violet 410nm, Blue 445nm, Blue Green 475nm, Green 520nm, Orange 590nm, Red 640nm
- 4x LED per wavelength
- Combine LEDs to provide up to 55 wavelength combinations
- - Brightness control function

2X WIDE-ANGLE LED ILLUMINATION ARMS
- Wavelengths: UV 365nm, White, IR 860nm
- 2x UV LED, 1x White LED, 1x IR LED per arm

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Your Reference: RFQ: CRIME-LITE AUTO KIT

Our Reference: C107345

Quote Reference: Q207323

Date: December 16, 2021

MOTORISED FILTER WHEEL
- Motorised housing with 9-position filter wheel

FLUORESCENCE IMAGING FILTERS
- Longpass filters at: 420nm, 455nm, 495nm, 550nm, 590nm, and 780nm
- Bandpass filters at: 415nm, 530nm and UV 315-380nm

INTERFACE

TOUCHSCREEN DISPLAY
- Integrated 7" multi-touch IPS TFT display (1024x600)
- HDMI live video output
- Micro SD input, USB and Micro-USB connectivity
- Ambient light sensor with auto screen brightness
- WiFi and Bluetooth connectivity

INTERNAL PROCESSOR
- Fully-integrated processor
- Image capture (BMP, TIFF, PNG, JPG) to SD Card
- Video capture (AVI) 1920x1080 to SD Card
- Real time clock for image capture time-stamping

PHYSICAL AND ELECTRICAL

SYSTEM DIMENSIONS
- H 126mm x W 207mm x D 159mm (excluding battery)
- Weight (when fitted with 2Ah battery) 1.75kg (approx.)
- 1/4-20 UNC tripod mounting thread

ELECTRICAL
- Designed for use with 2Ah or 4Ah Li-Ion removable battery
- Up to 2-hours battery runtime
- 12Vdc power input

ACCESSORIES
- Magnetic Lens cap
- 2m Premium HDMI Lead
- UV safety glasses
- Micro fibre cloth
- Evidence scale stickers
- 128GB MICRO SD CARD SDHC/SDXC USH-I CLASS 10

SYSTEM SOFTWARE
Crime-lite AUTO functions are carried out via an 'App' style interface using the system's integrated 7" multi-touch display.

GENERAL SOFTWARE FEATURES

- Live video search and capture (AVI)
- High-resolution capture of still images (BMP, TIFF, PNG, JPG)

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GST/HST No. 81939 6300 RT0001

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Date: December 16, 2021

- Complete control of all camera settings including: Exposure, white balance, focus, shooting mode (single-shot or continuous),
- Complete control of all illumination settings including: Select single or multiple LED combinations, brightness adjust.
- Complete control of all filtration settings including: Manual or semi-automated 'intelligent' filter selection
- Pull-out image gallery of all recent work allowing comparison with current and previous images
- Save and Recall images complete with all examination settings
- Timestamp captured video and images
- Image hashing
- Option to export images and data to external USB
- Option to connect secondary viewing monitor via HDMI

SOFTWARE UPDATES
- Software suite updates for 2 years

LED Safety: Crime-lite AUTO is provisionally classified to European safety standard risk group 2 (IEC/EN 62471:2008)

CRIME-LITE AUTO BATTERY CHARGER (QCL/AUTO/ACC/3120V)
- Rapid charging of Crime-lite auto Li-Ion batteries
- Charge status display

L-SHAPE FORENSIC SCALE RULE (ASSY DWG 035-106-AS-00) (DCS/RULE)

2	**CRIME-LITE AUTO OBLIQUE LIGHTING RING ACCESSORY (QCL/AUTO/ACC/9)** - Oblique ring light accessory for use with CRIME-LITE AUTO - 5700K White OR UV 365nm (Software selectable – one at a time) - 12 LEDs per wavelength - Intensity control - Lighting direction control – Quadrant selection - Quadrant, wavelength and brightness controls appear on CRIME-LITE AUTO screen when connected.	1	1,429.63	1,429.63
3	**CRIME-LITE AUTO COAX LIGHTING ACCESSORY (QCL/AUTO/ACC/10)** - Clip-on accessory module for Crime-lite Auto - 5700K diffuse white coaxial light - On-screen 'on-axis' and 'off-axis' illumination mode control (0-9) - On-screen illumination intensity control	1	1,763.21	1,763.21

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GST/I-ST No. 81939 0300 RT0001

Your Reference: RFQ: CRIME-LITE AUTO KIT

Our Reference: C107345

Quote Reference: Q207323

Date: December 16, 2021

- On-screen focus adjustment
- Powered via USB connection to Crime-lite AUTO

4	**INTERACTIVE EVIDENCE SAMPLE KIT (QCL/AUTO/INT-SAMPLES)**	1	1,956.25	1,956.25

Video presentation box for Crime-lite Sample Kit.
Custom-made video box with integral 7" HD screen and two foam inserts to accommodate up to 20 evidence samples.
Video Screen:
- 7" HD display
- Pre-loaded video content
- Re-chargeable Li-Ion batteries
- Approximately 2-hours runtime

ACCELERANT (SIMULATED) (QCL/SAMPLE/A)
- Accelerant (simulated) on blue fabric to be used with blue light source (495nm LP or 530nm BP filter), blue-green light source (550nm LP or 550nm BP filter) or green light source (590nm LP filter) light source

FLUORESCENT FINGERMARK (QCL/SAMPLE/B)
- Fluorescent fingermark (plastic sample box) to be used with UV light source (visible pass or 420nm LP filter), violet light source (455nm LP), blue light source (495nm or 530nm BP filter), blue-green light source (550nm LP or 550nm BP filter) or green light source (590nm LP filter)

POLYCYANO FINGERMARK (QCL/SAMPLE/C)
- Polycyano (plastic bag) to be used with UV light source (visible pass or 420nm LP filter)

TEXTILE FIBRES (QCL/SAMPLE/D) (QCL/SAMPLE/D)
- Textile Fibres (green fabric with fibres) to be used with violet light source (455nm LP filter), blue light source (495nm LP or 530nm BP filter) or blue-green light source (550nm LP or 550nm BP filter)

GENERAL DEBRIS (QCL/SAMPLE/E)
- Debris to be used with UV light source (visible pass or 420nm LP filter), violet light source (455nm LP filter), blue light source (495nm LP or 530nm BP filter), blue-green light source (550nm LP or 550nm BP filter) or green light source (590nm LP filter)

FOOTWEAR MARK (GEL LIFT) (QCL/SAMPLE/F)
- Footwear mark (gel lift) with white light source with visible pass filter

BODY FLUID (SIMULATED) (QCL/SAMPLE/G)

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Your Reference: RFQ: CRIME-LITE AUTO KIT

Our Reference: C107345

Quote Reference: Q207323

Date: December 16, 2021

- Body fluid (simulated) on white fabric with black backing to be used with UV light source (visible pass or 420nm LP filter), violet light source (455nm LP filter), blue light source (495nm LP or 530nm BP filter) or blue-green light source (550nm LP or 550nm BP filter)

DRUGS SAMPLE (SIMULATED) (QCL/SAMPLE/H)
- Drugs (simulated) in tiny grip seal polybag to be used with UV light source (visible pass or 420nm LP filter) or violet light source (455nm LP filter)

BODY FLUID (SIMULATED) (QCL/SAMPLE/I)
- Body fluid (simulated) on black cotton to be used with UV light source (visible pass or 420nm LP filter), violet light source (455nm LP filter), blue light source (495nm LP or 530nm BP filter) or blue-green light source (550nm LP or 550nm BP filter)

BODY FLUID (SIMULATED) (QCL/SAMPLE/J)
- Body fluid (simulated) on pink and black patterned fabric to be used with UV light source (420nm LP filter), violet light source (455nm LP), blue light source (495nm or 530nm BP filter) or blue-green light source (550nm LP or 550 BP filter) – demonstrates use of bandpass for best visualisation

CYANOACRYLATE FINGERMARK (QCL/SAMPLE/K)
- Cyanoacrylate fingermark on plastic grip-seal bag to be used with UV light source (330-385nm BP filter)

Fp NATURAL 1 FINGERMARK (QCL/SAMPLE/L)
- Fp Natural 1 fingermark on aluminium foil to be used with blue light source (715 or 780nm LP filter) or red light source (715nm or 780nm LP filter)

Fp NATURAL 2 FINGERMARK (QCL/SAMPLE/M)
- Fp Natural 2 fingermark on wrapping paper to be used with red light source (715nm or 780nm LP filter) or IR light source (850nm filter)

NINHYDRIN FINGERMARK (SIMULATED) (QCL/SAMPLE/N)
- Ninhydrin fingermark (simulated) on green cardboard with green light source and visible pass filter for colour-contrast imaging

BLOOD STAIN SIMULATED (QCL/SAMPLE/O)
- Blood stain (simulated) on black with red pattern fabric to be used with IR light source (IR pass filter to block out visible light either 715nm or 780nm LP filter)

GUNSHOT RESIDUE SAMPLES (SIMULATED) (QCL/SAMPLE/P)
- GSR (simulated) on black fabric with white backing to be used with IR light source (IR pass filter to block out visible light either 715nm or 780nm LP filter)

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Our Reference: C107345

Quote Reference: Q207323

Date: December 16, 2021

	BLOOD STAIN (SIMULATED) (QCL/SAMPLE/Q) - Blood stain (simulated) on red patterned fabric to be used with IR light source (IR pass filter to block out visible light either 715nm or 780nm LP filter) PAINT (QCL/SAMPLE/R) - Paint on cardboard – two paints; midnight sapphire (blue) under dark angel (purple) on top to be used with IR light source (IR pass filter to block out visible light either 715nm or 780nm LP filter) 3D FINGERMARK (OBLIQUE ACCESSORY) (QCL/SAMPLE/S) - Oblique (3D fingermark in mikrosil) with white light source and visible filter or UV light source (visible pass or 420nm LP filter) with oblique accessory for the CL Auto only. RECOVER FINGERMARK (COAXIAL ACCESSORY) (QCL/SAMPLE/T) - Coaxial (brass plate) – Recover fingermark to be used with white light source and visible pass filter with coaxial accessory for the CL Auto only. PRINTED INSTRUCTION MANUAL STORED IN THE SAMPLE BOX FOR EASY REFERENCE			
5	**PRODUCT TRAINING** 1-day site visit by Foster & Freeman Applications Specialist. Includes unpacking and setup of equipment, followed by comprehensive operator training and optional testing. Training will cover both theory and practical applications, using realistic samples and scenarios. Equipment safety and maintenance will also be covered. Training and testing certificates provided. Costs are based on a single visit and include associated expenses for the Applications Specialist.	1	1,850.00	1,850.00
6	**SHIPPING AND HANDLING**	1	200.00	200.00

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GST/PST No. 81939 6350 RT0001

FORENSIC SCIENCE EQUIPMENT

Your Reference: RFQ: CRIME-LITE AUTO KIT

Our Reference: C107345

Quote Reference: Q207323

Date: December 16, 2021

TOTAL PRICE	**USD**	**37,341.91**
TOTAL TAX	**USD**	**0.00**
TOTAL VALUE	**USD**	**37,341.91**

DESPATCH PERIOD:

8 working weeks from receipt of order, subject to terms of payment details below. **Please note** despatch times are estimates and will be confirmed at time of order acknowledgement.

TERMS OF DELIVERY:

This price covers delivery including customs clearance, duties and local delivery, but excludes local sales tax.

TERMS OF PAYMENT:

Nett 30 Days from date of invoice Please note that a surcharge of 3% will apply to all credit card payments

BANK DETAILS:

United Bank, McLean, VA. Routing No 056004445, Foster & Freeman USA Inc., Account No. 70061289

WARRANTY:
One year from date of shipment

VALIDITY UNTIL:
March 16, 2022

SIGNED: Jason Cole

Foster & Freeman Ltd. terms and conditions of sale apply.

MOTOROLA SOLUTIONS

QUOTE-1721950
Buckeye PD_J.Tortora_(2) MCC8500 Mobile

Billing Address:
BUCKEYE POLICE DEPT
530 E MONROE AVE
BUCKEYE, AZ 85326
US

Shipping Address:
BUCKEYE POLICE DEPT
21699 W YUMA RD
BUCKEYE, AZ 85326
US

Quote Date:04/07/2022
Expiration Date:06/06/2022
Quote Created By:
JARED ZYGOWICZ
Sr Account Manager
JARED.ZYGOWICZ@
motorolasolutions.com
480-604-5122

End Customer:
BUCKEYE POLICE DEPT
Jim Tortora
jtortora@buckeyeaz.gov
(623) 349-6408

Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
	APX™ 8500						
1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	2	$5,667.00	27.0%	$4,136.91	$8,273.82
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	2	$6.00	27.0%	$4.38	$8.76
1b	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	2	$0.00	0.0%	$0.00	$0.00
1c	GA00255AF	ADD: 5Y ESSENTIAL ACCIDENTAL DAMAGE	2	$558.00	0.0%	$558.00	$1,116.00
1d	GA00580AA	ADD: TDMA OPERATION	2	$495.00	27.0%	$361.35	$722.70
1e	G51AT	ENH:SMARTZONE	2	$1,650.00	27.0%	$1,204.50	$2,409.00
1f	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	2	$0.00	0.0%	$0.00	$0.00
1g	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY	2	$814.00	27.0%	$594.22	$1,188.44
1h	GA09001AA	ADD: WI-FI CAPABILITY	2	$330.00	27.0%	$240.90	$481.80
1i	G843AH	ADD: AES ENCRYPTION AND ADP	2	$523.00	27.0%	$381.79	$763.58

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
1j	G89AC	ADD: NO RF ANTENNA NEEDED	2	$0.00	0.0%	$0.00	$0.00
1k	G444AH	ADD: APX CONTROL HEAD SOFTWARE	2	$0.00	0.0%	$0.00	$0.00
1l	G67EH	ADD: REMOTE MOUNT E5 MP	2	$327.00	27.0%	$238.71	$477.42
1m	GA00268AB	ADD: RFID LABEL APX	2	$28.00	27.0%	$20.44	$40.88
1n	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	2	$0.00	0.0%	$0.00	$0.00
1o	G806BL	ENH: ASTRO DIGITAL CAI OP APX	2	$567.00	27.0%	$413.91	$827.82
1p	GA01670AA	ADD: APX E5 CONTROL HEAD	2	$717.00	27.0%	$523.41	$1,046.82
1q	G361AH	ENH: P25 TRUNKING SOFTWARE APX	2	$330.00	27.0%	$240.90	$481.80
1r	W22BA	ADD: STD PALM MICROPHONE APX	2	$79.00	27.0%	$57.67	$115.34
1s	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	2	$66.00	27.0%	$48.18	$96.36
	Product Services						
2	LSV00Q00202A	DEVICE PROGRAMMING	2	$75.00	0.0%	$75.00	$150.00

Subtotal $18,200.54

Estimated Tax $1,692.65

Grand Total $19,893.19(USD)

Notes:

- Pricing reflects Motorola's Arizona State Contract CTR046830 with taxes estimated at 9.3%. Shipping via FedEx Ground is included.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Buckeye PD, AZ Lemur S Quote

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530 E Monroe Ave
Buckeye, AZ 85326
United States

Greg Nevin
Training Division/SWAT
gnevin@buckeyeaz.gov
+1 (623) 764-7509

Reference: 20220419-202208306
Quote created: April 19, 2022
Quote expires: July 18, 2022
Quote created by: Joe Schmidt
Regional Sales Manager
joe.schmidt@brincdrones.com
503-551-8494

Comments from Joe Schmidt

Purchase Order: Please send your purchase order, referencing quote number, along with a tax exempt certificate, if applicable, directly to:

Joe Schmidt, Regional Sales Manager
joe.schmidt@brincdrones.com
503-551-8494

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
LEMUR Drone S Kit	L-0001	2	$8,999.00	$17,998.00
Drone Video Receiver/Repeater Box	L-0013	1	$2,999.00	$2,999.00
LEMUR S FPV Goggles Headset	L-0004	1	$1,499.00	$1,499.00
LEMUR Drone Battery	L-0002	1	$499.00	$499.00

Subtotals

One-time subtotal	$22,995.00

Other Fees

Free Battery	−$499.00

Total $22,496.00

Purchase Terms

Payment: 30% down payment required. Remaining balance to be paid upon delivery of order. Payment methods accepted include VISA, Mastercard, AMEX, wire transfer, ACH.

Questions? Contact me

Joe Schmidt
Regional Sales Manager
joe.schmidt@brincdrones.com
503-551-8494

BRINC Drones
5040 W. Post Road, Suite 150
Las Vegas, NV 89118
United States

FARO

FARO Technologies, Inc.
250 Technology Park
Lake Mary FL 32746-7115
Phone No: 407-333-9911
Fax No: 407-333-4181

Email: kevin.schneider@faro.com

Remit to:
FARO Technologies, Inc.
P.O. Box 116908
Atlanta, GA 30368-6908

Quotation No:	20447868
Quotation Date:	02/28/2022
Expiration Date:	05/22/2022
Regional Manager:	Craig Cupach
Account Manager:	Kevin Schneider
Sales Support:	Bob Zink
Ship:	Standard/Ground
Payment Terms:	Net due in 30 days
Delivery Terms:	EXW Origin
Lead Time:	2-6 Weeks
Tracker Lead Time:	10-12 Weeks
PO Number:	

Bill To:
Buckeye Police Department
Accounts Payable Dept.
530 E Monroe Ave
85326-2806 Buckeye, AZ
USA

Ship To:
Police Department
Aaron Price
100 N Apache Rd Ste D
85326-9699 Buckeye, AZ
USA

Contact Person: Aaron Price

Item No.	Description	Qty			Amount
SB_900091	Freestyle 2 Kit	1			0.00
900-000099-000	Freestyle2_Sensor_FARO FARO Freestyle 2 Core Kit. Includes the Freestyle 2 Sensor and One (1) year of manufacturer warranty. A compatible Android smartphone is required.	1			13,495.00
810-000138-000	dS_AccessoryKit_FARO Freestyle 2 accessories Kit. Includes, On-site Calibration plate, Magnetic Kit for Mobile Phone, USB cable, One (1) Battery, Power Charger, High Speed USB stick, Targets Kit, Optical cleaning cloth, Quick start guide a rugged transport case.	1			2,000.00
FA0215	MobilePC_Faro	1			2,495.00

Confidential

Item No.	Description	Qty			Amount
ACCSS8039	3D_AC_FS2_Mobile_Phone High-end Smartphone compatible with FARO® Cobalt Detail 3D.	1			780.00
TR-AS-SCN-O	Scanner Tr. AS-Customer Site. One day hands-on Scanner training session to help solve customer specific applications. Customer site trainings are designed for up to four people to ensure proper transfer of knowledge and understanding. Price per class.	1			2,893.00
ACCS-PWR-0014	3D_AC_LS_FocusS Battery Power Block Power Block battery for Focus laser scanner and Freestyle.	1			580.00
ACCS-PWR-0013	3D_AC_LS_FocusS Battery Power Dock Power Dock charging cradle for Focus laser scanner.	1			580.00
ACCSS8006	3D_AC_LS_FocusS 90W Power Sup Power supply for Focus laser scanner V8.	1			135.00

Confidential

Total Unit Price		22,958.00
Shipping & Handling		33.65

Total	USD	22,991.65

**Note: Taxes on this quote are budgetary estimates and are not binding. Taxes charged will be based on applicable tax rates assessed at the time of final invoice.

Signature:_____ Print:_____ Title:_____ Date:_____

Accounts Payable Name:_____ Email:_____

Can we send your future invoice(s) to the email address provided (__) No (__) Yes

Do you require a PO to process this order (__) No (__) Yes - PO #:_____

Signature:_____ Print:_____ Title:_____ Date:_____

*Any order over $150,000 will need a secondary signature to process your order.

COVID-19
FARO does not assume any risk for (i) late deliveries of goods, (ii) customers' inability or impracticability to receive or use our devices or software, and for (iii) delivery disruptions, that are due to the COVID-19 pandemic and ensuing government measures (shut downs, lock-downs, quarantines).

PURCHASE AGREEMENT AND CONDITIONS OF SALE: As a condition of this agreement, the applicable contract terms are FARO's Standard Terms and Conditions of Sale, or, if the Parties have entered into current master sales terms, such negotiated master terms.

The FARO Standard Terms and Conditions can be found at the following Web link (if such is not an active link, please copy and paste the Web address into a Web browser):
https://www.faro.com/en/Terms

The following article contains all our calibration information under their respective product headings
https://knowledge.faro.com/Essentials/Hardware/Compensation_Calibration_and_Certification_Standards_for_FARO_Devices

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 05/17/22	**AGENDA ITEM:** 6.C. PLZM-21-00334 - Great Hearts Academy Map of Dedication
DATE PREPARED: 05/17/22	**DISTRICT NO.:** 3
STAFF LIAISON: Bart Wingard, Principal Planner, hwingard@buckeyeaz.gov, (623) 349-6207	
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 along Jackrabbit Trail adjacent to the new Great Hearts Academy school.

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 proposed Map of Dedication will dedicate ten (10) additional feet of right-of-way (ROW) to the City of Buckeye along Jackrabbit Trail, which will ultimately provide a 140 foot full-street ROW width to accommodate the necessary infrastructure improvements. The ROW dedication area contains 14,522 square feet (0.3334 acres) excluding the proposed eight (8) foot wide public utility easement. Following the approval of the MOD, the ROW will be de-annexed to Maricopa County who maintains Jackrabbit Trail.

BENEFITS:
The proposed Map of Dedication will dedicate ten (10) additional feet of right-of-way (ROW) to the City of Buckeye to ultimately provide a 140 foot full street width for Jackrabbit Trail.

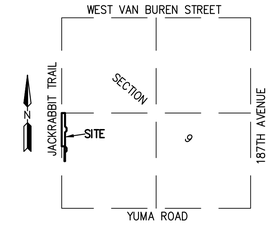
FUTURE ACTION:
The dedicated lands will be de-annexed to Maricopa County who maintains Jackrabbit Trail.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
02 - PLZM-21-00334 - GHA MOD - MOD - 050322.pdf
PLZM-21-00334 Great Hearts Academies.pdf

3rd REVIEW
PLZM-21-00334
RECEIVED
MAR 29 2022
CITY OF BUCKEYE
PLANNING & ZONING
WD

MAP OF DEDICATION
FOR
GHA BUCKEYE

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



VICINITY MAP
NOT TO SCALE

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT **GREAT HEARTS ARIZONA, AN ARIZONA NON-PROFIT CORPORATION,** AS OWNER, HAS DEDICATED UNDER THE NAME OF "MAP OF DEDICATION FOR GHA BUCKEYE", LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON AND HEREBY PUBLISH THIS MAP OF DEDICATION AS AND FOR THE "MAP OF DEDICATION FOR GHA BUCKEY", AND HEREBY DECLARES THAT SAID MAP OF DEDICATION SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH STREET AND EASEMENT CONSTITUTING SAME, AND THAT EACH STREET AND EASEMENT SHALL BE KNOWN BY THE NAME THAT IS GIVEN TO EACH RESPECTIVELY ON SAID MAP OF DEDICATION.

GREAT HEARTS ARIZONA, AN ARIZONA NON-PROFIT CORPORATION, AS OWNER, HEREBY DEDICATES TO THE CITY OF BUCKEYE FEE TITLE TO ALL PUBLIC RIGHT-OF-WAYS AS SHOWN ON THE PLAT.

GREAT HEARTS ARIZONA, AN ARIZONA NON-PROFIT CORPORATION, AS 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.

GREAT HEARTS ARIZONA, AN ARIZONA NON-PROFIT CORPORATION, AS OWNER, HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO; THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

GREAT HEARTS ARIZONA, AN ARIZONA NON-PROFIT CORPORATION, ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE USAF AND 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 AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE. THIS INSTRUMENT 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. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES

GREAT HEARTS ARIZONA, AN ARIZONA NON-PROFIT CORPORATION, AS 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 OF BUCKEYE. 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.

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

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2022.

GREAT HEARTS ARIZONA, AN ARIZONA NON-PROFIT CORPORATION, AS OWNER

BY _____ .

ITS _____ .

ACKNOWLEDGMENT

STATE OF)
) SS
COUNTY OF)

ON THIS, THE ____ DAY OF _____ 2022, BEFORE ME THE UNDERSIGNED NOTARY, _____ PERSONALLY APPEARED WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE AUTHORIZED SIGNATORY OF **GREAT HEARTS ARIZONA, AN ARIZONA NON-PROFIT 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

NOTES

1. THE PROPERTY DEPICTED ON THIS PLAT IS LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE STATUTORILY REQUIRED SOUND ATTENUATION STANDARDS.
2. 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
3. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF BUCKEYE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE GENERAL PLAN.
4. PURSUANT TO A.R.S. § 42-11102, THE CITY OF BUCKEYE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.

REFERENCE DOCUMENTS

1. RECORD OF SURVEY, PER BOOK 219, PAGE 381, MCR.
2. RECORD OF SURVEY, PER BOOK 230, PAGE 311, MCR.
3. RECORD OF SURVEY, PER BOOK 638, PAGE 338, MCR.
4. FINAL PLAT, PER BOOK 819, PAGE 404, MCR.
5. FINAL PLAT, PER BOOK 821, PAGE 8, MCR.
6. FINAL PLAT, PER BOOK 966, PAGE 42, MCR.
7. RECORD OF SURVEY, PER BOOK 1274, PAGE 391

BASIS OF BEARING

BASIS OF BEARING IS S00°02'10"W ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BETWEEN THE MONUMENTS AS SHOWN HEREON.

FLOOD ZONE DESIGNATION

THE FOLLOWING FLOOD PLAIN DESIGNATION AND ASSOCIATED COMMENTS ARE COPIED DIRECTLY FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) WEBSITE. HILGARTWILSON, LLC AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR MAKE NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE FOLLOWING FLOOD ZONE DESIGNATION STATEMENT.

THE PROPERTY IS LOCATED WITHIN AN AREA DESIGNATED AS HAVING FLOOD ZONE SHADED "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C2130L, 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.

SHEET INDEX

MOD01 COVER SHEET
MOD02 MAP OF DEDICATION

OWNER

GREAT HEARTS ARIZONA, AN ARIZONA NON-PROFIT CORPORATION
7205 NORTH PIMA ROAD
SCOTTSDALE, AZ 85258
CONTACT: MR.JOSH FERNANDEZ

SURVEYOR

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

AREA

JACKRABBIT TRAIL RIGHT OF WAY DEDICATION AREA CONTAINS 14,522 SQ. FT. OR 0.3334 ACRES, MORE LESS. (DOES NOT INCLUDE EASEMENT AREAS)

APPROVAL

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

LAND SURVEYOR CERTIFICATION

I, KIRK J. PANGUS, 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 MARCH, 2020. THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN, THAT ALL MONUMENTS EXIST OR WILL BE SET AND, THAT THEIR POSITIONS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY:
KIRK J PANGUS, RLS
ARIZONA RLS 19344
HILGARTWILSON, LLC.
2141 E. HIGHLAND AVENUE, SUITE 250
PHOENIX, ARIZONA 85016
P: (602) 490-0535
kpangus@hilgartwilson.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
3/29/2022
Date Signed
ARIZONA, U.S.A.
Expires 12/31/2024

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.

U:\2100\2198\SURVEY\PLAT\MOD\2198-MOD-01.dwg 3/28/2022 3:49 PM

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE., STE. 250 | P: 602.490.0535 / F: 602.368.2436
PHOENIX, AZ 85016 www.hilgartwilson.com

GHA BUCKEYE
S.W.C. OF VAN BUREN STREET AND JACKRABBIT TRAIL
BUCKEYE, ARIZONA
MAP OF DEDICATION

STATUS:
PROJ. NO.: 2198
DATE: Mar 2022
SCALE: NONE
DRAWN: JK/JHVD
APPROVED: KJP
MUNICIPAL TRACKING NO:
PLZM-21-00334

DWG. NO.
MOD01
SHT. 1 OF 2

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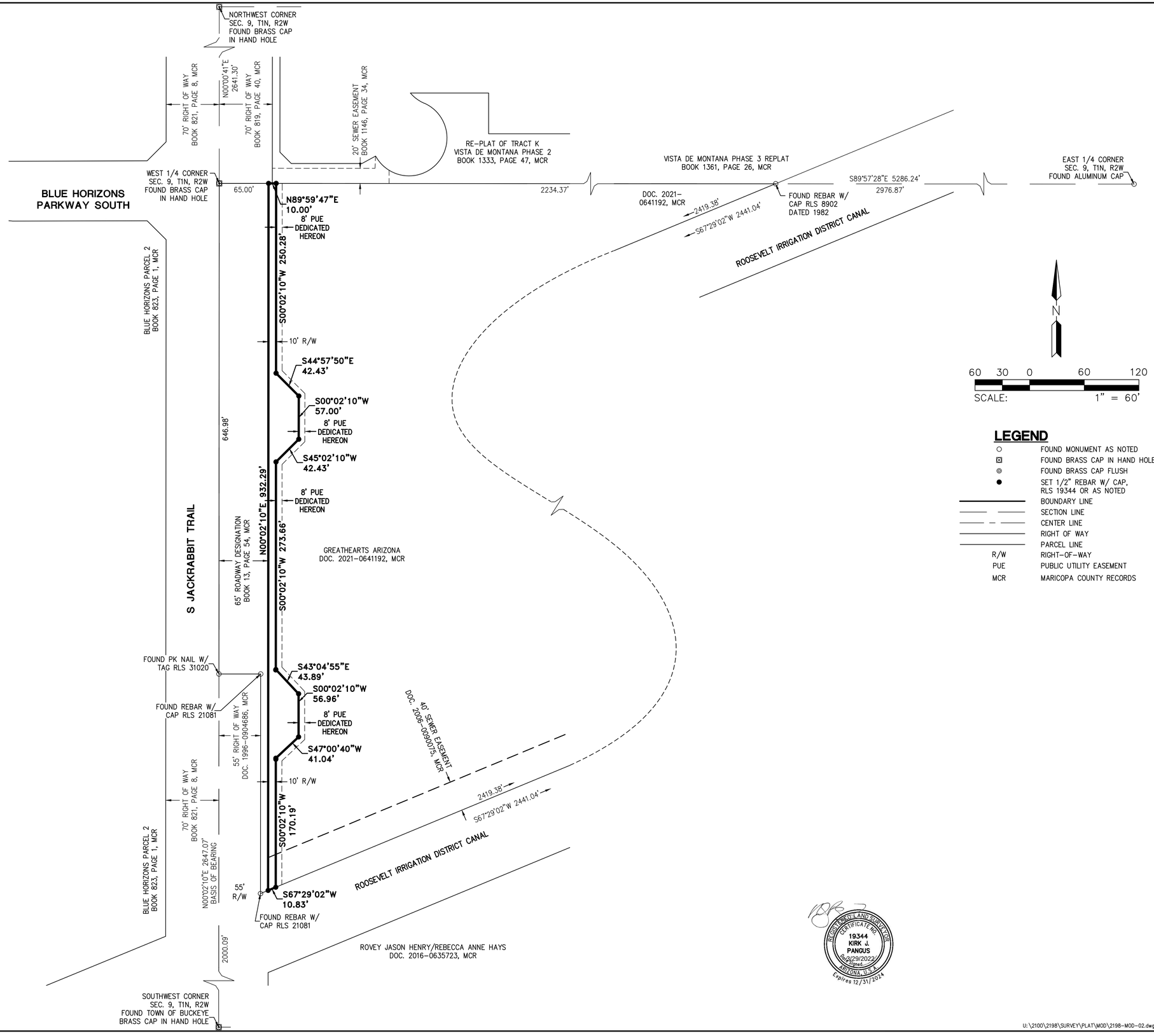

LEGEND

○	FOUND MONUMENT AS NOTED
⊡	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
———	BOUNDARY LINE
—— ——	SECTION LINE
—— – ——	CENTER LINE
———	RIGHT OF WAY
———	PARCEL LINE
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
MCR	MARICOPA COUNTY RECORDS

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
3/29/2022
Signature
ARIZONA U.S.A.
Expires 12/31/2024

U:\2100\2198\SURVEY\PLAT\MOD\2198-MOD-02.dwg 2/18/2022 1:26 PM

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE., STE. 250 | P: 602.490.0535 / F: 602.368.2436
PHOENIX, AZ 85016 www.hilgartwilson.com

GHA BUCKEYE

S.W.C. OF VAN BUREN STREET AND JACKRABBIT TRAIL
BUCKEYE, ARIZONA

MAP OF DEDICATION

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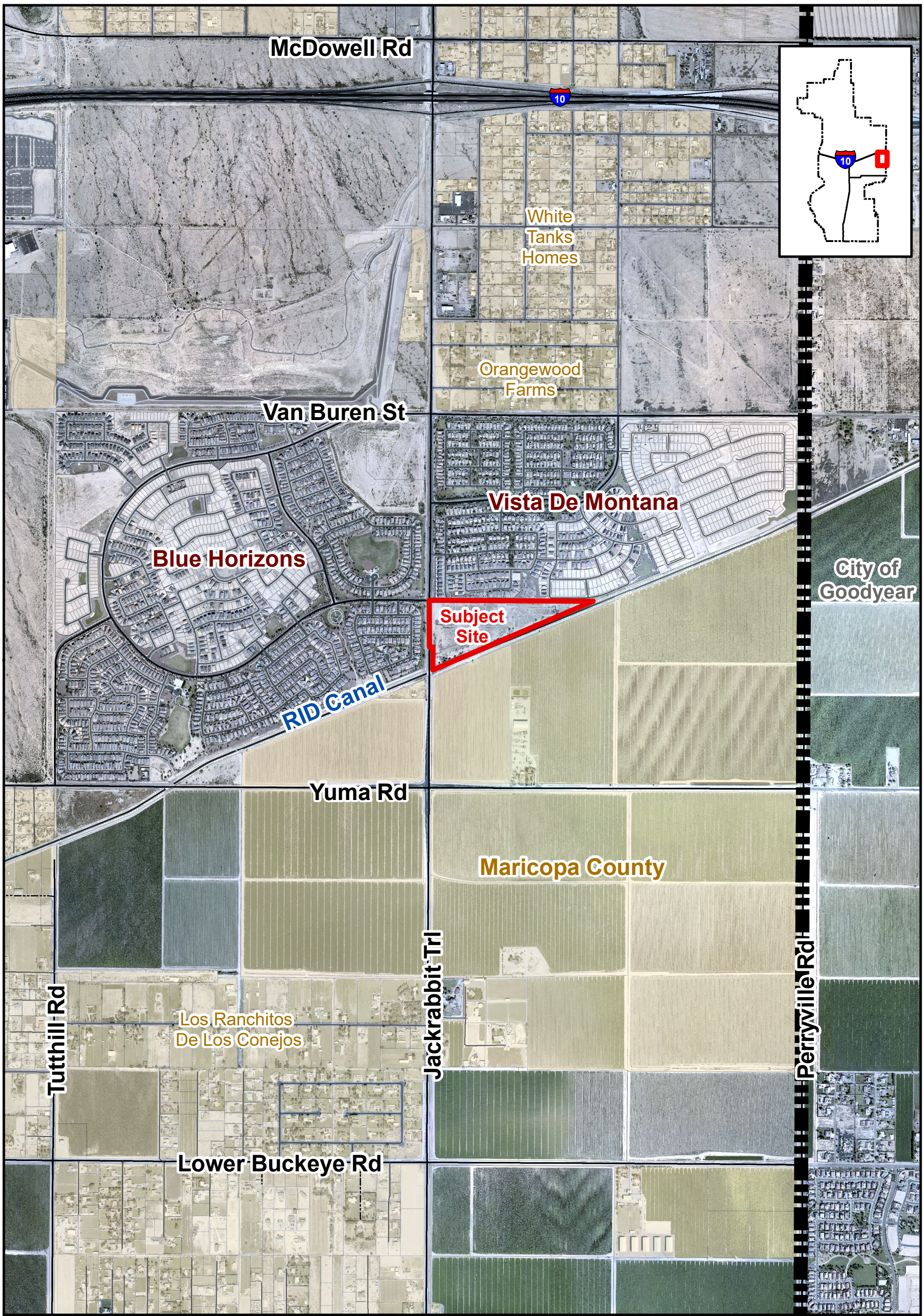
PROJ. NO.: 2198	STATUS:
DATE: Feb 2022	
SCALE: AS SHOWN	MUNICIPAL TRACKING NO:
DRAWN: JK/JHVD	PLZM-21-00334
APPROVED: KJP	

DWG. NO.
MOD02
SHT. 2 OF 2



VICINITY MAP

BUCKEYE, AZ

PLZM-21-00298
Great Hearts Academies
City Council District #1

N W E S

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 05/17/22	**AGENDA ITEM:** 6.D. Desert Moon Estates Phase 3 - Parcel 8 Final Plat
DATE PREPARED: 05/17/22	**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 8, generally located east 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 is requesting approval of a Final Plat for Phase 3 - Parcel 8 of Desert Moon Estates consisting of approximately 19.84 acres. The project is located generally east of the southeast corner of West Yuma Road and South Apache Road. The project includes 77 single-family home lots with an overall gross density of 3.88 dwelling units per acre. The typical lot size is 55' x 120'. 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-21-00108 - Desert Moon Estates Phase 3-Parcel 8 Final Plat.pdf
PLZS-21-00108 - Desert Moon Estates Phase 3-Parcel 8 Narrative.pdf
PLZS-21-00108 - Certificate of Assured Water Supply.pdf
PLZS-21-00108 - Desert Moon Estates Phase 3-Parcel 8 Vicinity Map.pdf

4TH REVIEW
PLZS-21-00108
RECEIVED
MAR 29 2022
CITY OF BUCKEYE
PLANNING & ZONING
WD

FINAL PLAT
FOR
"DESERT MOON ESTATES PHASE 3 - PARCEL 8"

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

DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA

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 8"**, 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 PUBLISHES THIS PLAT AS AND FOR THE PLAT OF **"DESERT MOON ESTATES PHASE 3 – PARCEL 8"** 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. OWNER 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 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 8A AND TRACT 8C ARE DECLARED TO BE FOR LANDSCAPE, DRAINAGE, OPEN SPACE AND PEDESTRIAN ACCESS AS SHOWN IN THE TRACT TABLE INCLUDED HEREON.

TRACT 8B, TRACT 8D, TRACT 8E, TRACT 8F, TRACT 8G AND TRACT 8H 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 ESTATES.

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 8A AND TRACT 8C. 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.

THAT PORTION OF THE TEMPORARY ACCESS AND UTILITY EASEMENT RECORDED IN DOCUMENT NO. 2008–0937263, RECORDS OF MARICOPA COUNTY ARIZONA, LYING WITHIN THE BOUNDARY OF THIS FINAL PLAT FOR DESERT MOON ESTATES PHASE 3 – PARCEL 8 AS DEFINED AND SHOWN HEREON, IS TO BE ABANDONED UPON RECORDATION OF THIS PLAT.

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: DIVISION PRESIDENT

ACKNOWLEDGMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA

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, BEING DULY AUTHORIZED SO TO DO, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

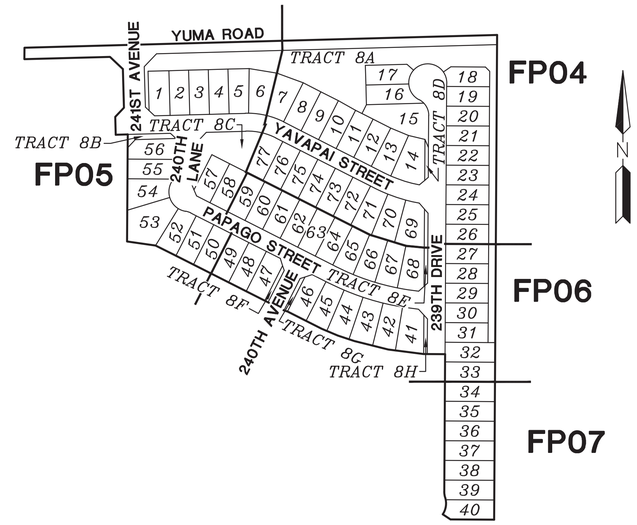
IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL:

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

NOTES

1. 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 AND RECORDING UNTIL FINANCIAL ASSURANCES ARE IN PLACE.
2. NO BUILDING PERMITS FOR ANY HOMES, OTHER THAN MODEL COMPLEXES, WILL BE ISSUED UNTIL 2 PAVED POINTS OF ACCESS ARE PROVIDED.



NOTES CONTINUED

3. A TEMPORARY DETENTION BASIN EASEMENT AGREEMENT (AGREEMENT), AS RECORDED IN 2019–0645366, MARICOPA COUNTY RECORDER'S OFFICE, ARIZONA REQUIRES THE ADJACENT ANDERSON PARC PROPERTY OWNER TO PROVIDE A TEMPORARY DETENTION BASIN EASEMENT (TEMPORARY EASEMENT). THIS TEMPORARY EASEMENT IS TO THE BENEFIT OF DESERT MOON ESTATES, AND ALLOWS THE CONSTRUCTION OF TEMPORARY DRAINAGE IMPROVEMENTS ON THE ANDERSON PARC PROPERTY TO CONTROL AND LIMIT RUNOFF TO THAT AMOUNT THAT WOULD OCCUR AFTER PERMANENT GRADING IMPROVEMENTS ARE MADE ON THE ANDERSON PARC PROPERTY. THE AGREEMENT STATES THAT THE TEMPORARY EASEMENT WILL BE PREPARED, SIGNED AND RECORDED FOLLOWING ISSUANCE OF A GRADING PERMIT FOR DESERT MOON ESTATES. THE CITY AND OWNER AGREE THAT CERTIFICATES OF OCCUPANCY WILL NOT BE ISSUED FOR DESERT MOON ESTATES UNLESS THE TEMPORARY EASEMENT HAS BEEN PREPARED, SIGNED AND RECORDED OR THE ANDERSON PARC PERMANENT GRADING IMPROVEMENTS ARE IN PLACE, WHICH NEGATES THE NEED FOR THE TEMPORARY EASEMENT.
4. 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.
5. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND EXCEPT POWER LINES 69KV AND LARGER.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. THIS SUBDIVISION IS SUBJECT TO A MAINTENANCE IMPROVEMENT DISTRICT (2019–MID–006) AND STREET LIGHT IMPROVEMENT DISTRICT (2007–SLID–010).
13. 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.
14. 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.
15. 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.

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF BUCKEYE ON THIS _____ DAY OF _____2022.

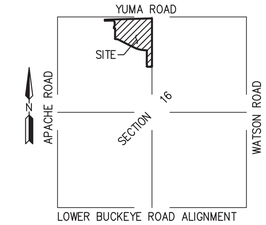
BY: _____
MAYOR

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
AREA = 864,149 SQ. FT.
OR 19.8381 ACRES

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

SHEET INDEX

FP01	COVER SHEET, SHEET INDEX MAP & NOTES
FP02	LOT, R/W & TRACT AREA TABLE, LOT SETBACK DETAIL
FP03	BOUNDARY MAP
FP04–FP07	FINAL PLAT

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 S00°20'42"W ALONG THE WEST LINE OF THE SOUTHWEST 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 7 SHEETS CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME DURING THE MONTH OF FEBRUARY, 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

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J.
BENEDICT
Date Signed 3/21/22
ARIZONA, U.S.A.
Expires 03/31/2022

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.

U:\1800\1826\SURVEY\PLAT\PARCEL 8\1826–P8–FP01.dwg 3/16/2022 6:15 AM

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE., STE. 250 | P: 602.490.0535 / F: 602.368.2436
PHOENIX, AZ 85016 www.hilgartwilson.com

DESERT MOON ESTATES PHASE 3 - PARCEL 8
APACHE ROAD AND YUMA ROAD
BUCKEYE, ARIZONA
FINAL PLAT

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PROJ. NO.: 1826
DATE: MAR 2022
SCALE: NONE
DRAWN: GS
APPROVED: BJB
STATUS:
MUNICIPAL TRACKING NO:
PLZS–21–00108

DWG. NO.
FP01
SHT. 1 OF 7

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1	7189	0.1650
LOT : 2	6875	0.1578
LOT : 3	6875	0.1578
LOT : 4	6875	0.1578
LOT : 5	7103	0.1631
LOT : 6	7894	0.1812
LOT : 7	7774	0.1785
LOT : 8	6743	0.1548
LOT : 9	6721	0.1543
LOT : 10	6661	0.1529
LOT : 11	6600	0.1515
LOT : 12	6600	0.1515
LOT : 13	6988	0.1604
LOT : 14	9117	0.2093
LOT : 15	12771	0.2932
LOT : 16	7313	0.1679
LOT : 17	6857	0.1574
LOT : 18	6613	0.1518
LOT : 19	6600	0.1515
LOT : 20	6600	0.1515

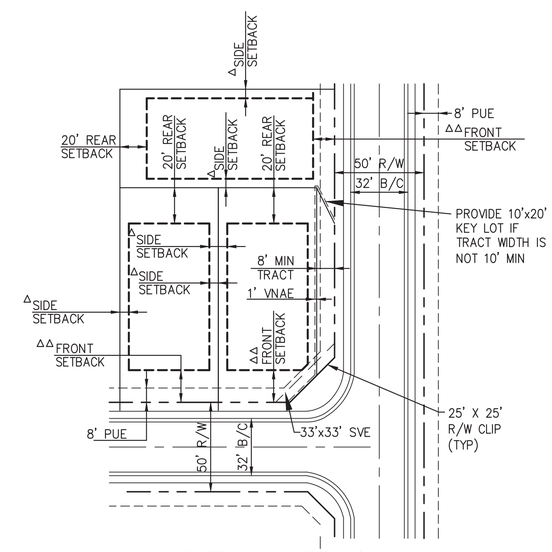
LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 21	6600	0.1515
LOT : 22	6600	0.1515
LOT : 23	6600	0.1515
LOT : 24	6600	0.1515
LOT : 25	6600	0.1515
LOT : 26	6600	0.1515
LOT : 27	6600	0.1515
LOT : 28	6600	0.1515
LOT : 29	6600	0.1515
LOT : 30	6600	0.1515
LOT : 31	6600	0.1515
LOT : 32	7700	0.1768
LOT : 33	7700	0.1768
LOT : 34	7700	0.1768
LOT : 35	7700	0.1768
LOT : 36	7700	0.1768
LOT : 37	7700	0.1768
LOT : 38	7700	0.1768
LOT : 39	7668	0.1760
LOT : 40	7488	0.1719

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 41	8435	0.1937
LOT : 42	7424	0.1704
LOT : 43	7818	0.1795
LOT : 44	7620	0.1749
LOT : 45	7417	0.1703
LOT : 46	7071	0.1623
LOT : 47	7188	0.1650
LOT : 48	6875	0.1578
LOT : 49	6875	0.1578
LOT : 50	6875	0.1578
LOT : 51	6875	0.1578
LOT : 52	7213	0.1656
LOT : 53	12854	0.2951
LOT : 54	8295	0.1904
LOT : 55	7502	0.1722
LOT : 56	7834	0.1798
LOT : 57	6747	0.1549
LOT : 58	6710	0.1540
LOT : 59	6710	0.1540
LOT : 60	6710	0.1540

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 61	6710	0.1540
LOT : 62	6710	0.1540
LOT : 63	6710	0.1540
LOT : 64	6710	0.1540
LOT : 65	7059	0.1620
LOT : 66	7164	0.1645
LOT : 67	7159	0.1644
LOT : 68	7636	0.1753
LOT : 69	8389	0.1926
LOT : 70	7364	0.1690
LOT : 71	7229	0.1660
LOT : 72	6737	0.1547
LOT : 73	6737	0.1547
LOT : 74	6737	0.1547
LOT : 75	6737	0.1547
LOT : 76	6737	0.1547
LOT : 77	7046	0.1618

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	
8	PR	55' X 120'	12' (1,4)	18' (2,4)	12' (3,4)	20'	5' & 5' 10' TOTAL (7)	(8)

1) TO LIVABLE AREA WHEN HOME HAS A RECESSED GARAGE.
2) FOR FRONT LOADING GARAGES
3) FOR SIDE LOADING GARAGES
4) MINIMUM DRIVEWAY LENGTH MEASURED FROM BACK OF SIDEWALK TO FACE OF GARAGE SHALL BE A 20' MINIMUM.
5) LOT WIDTH IS MEASURED AT FRONT SETBACK OF 18' OR REAR SETBACK OF 20'. WHICH EVER IS SMALLER FOR ALL LOTS.
6) TYPICAL LOT DEPTH MAY BE REDUCED BY UP TO 10 FEET AS LONG AS MINIMUM LOT AREA IS MET.
7) THE SUM OF THE SIDE SETBACK FOR A LOT SHALL COMBINE FOR A MINIMUM TOTAL OF 10'
8) NOT APPLICABLE. CONTROLLED BY BUILDING SETBACKS.



Δ SIDE SETBACK SHALL BE 5' MIN/
10' TOTAL PER LOT

ΔΔ 12' FRONT SETBACK FOR FORWARD LIVABLE AREA,
PORCHES, PATIOS AND SIDE ENTRY GARAGES.
18' FRONT SETBACK FOR FORWARD FACING GARAGES.

TYPICAL LOT LAYOUT 55'X120' (1,2)

SCALE: 1"=40'

NOTES:
1. LOT WIDTHS NOTED ARE MINIMUM LOT WIDTHS AT FRONT 18' SETBACK.
2. LOT DEPTHS ARE TYPICAL BUT MAY BE LESS AT CUL-DE-SACS, KNUCKLES OR OTHER CRITICAL LOCATIONS.
3. THE MINIMUM DRIVEWAY LENGTH IS 20 FEET MEASURED TO BACK OF SIDEWALK. (SEE SITE SUMMARY TABLE HEREON)

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT 8A	1.9428	LANDSCAPE, DRAINAGE, OPEN SPACE AND PEDESTRAIN ACCESS
TRACT 8B	0.0492	LANDSCAPE AND OPEN SPACE
TRACT 8C	0.3595	LANDSCAPE, DRAINAGE, OPEN SPACE AND PEDESTRAIN ACCESS
TRACT 8D	0.0227	LANDSCAPE AND OPEN SPACE
TRACT 8E	0.0472	LANDSCAPE AND OPEN SPACE
TRACT 8F	0.0241	LANDSCAPE AND OPEN SPACE
TRACT 8G	0.0239	LANDSCAPE AND OPEN SPACE
TRACT 8H	0.0238	LANDSCAPE AND OPEN SPACE
TOTAL	2.4932	

RIGHT OF WAY TABLE		
STREET NAME	AREA (SQ.FT)	AREA (ACRES)
239TH DRIVE	48,660	1.1171
240TH AVENUE	5,000	0.1148
240TH LANE	5,278	0.1212
241ST AVENUE	6,630	0.1522
PAPAGO STREET	41,763	0.9587
YAVAPAI STREET	48,648	1.1168
YUMA ROAD	40,523	0.9303
TOTAL	196,502	4.5111

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J.
BENEDICT
Date Signed 3/21/22
ARIZONA, U.S.A.
Expires 03/31/2022

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
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PHOENIX, AZ 85016 www.hilgartwilson.com

DESERT MOON ESTATES PHASE 3 - PARCEL 8
APACHE ROAD AND YUMA ROAD
BUCKEYE, ARIZONA

FINAL PLAT

STATUS:

PROJ. NO.: 1826
DATE: MAR 2022
SCALE: NONE
DRAWN: GS
APPROVED: BJB

MUNICIPAL TRACKING NO:
PLZS-21-00108

DWG. NO.
FP02
SHT. 2 OF 7

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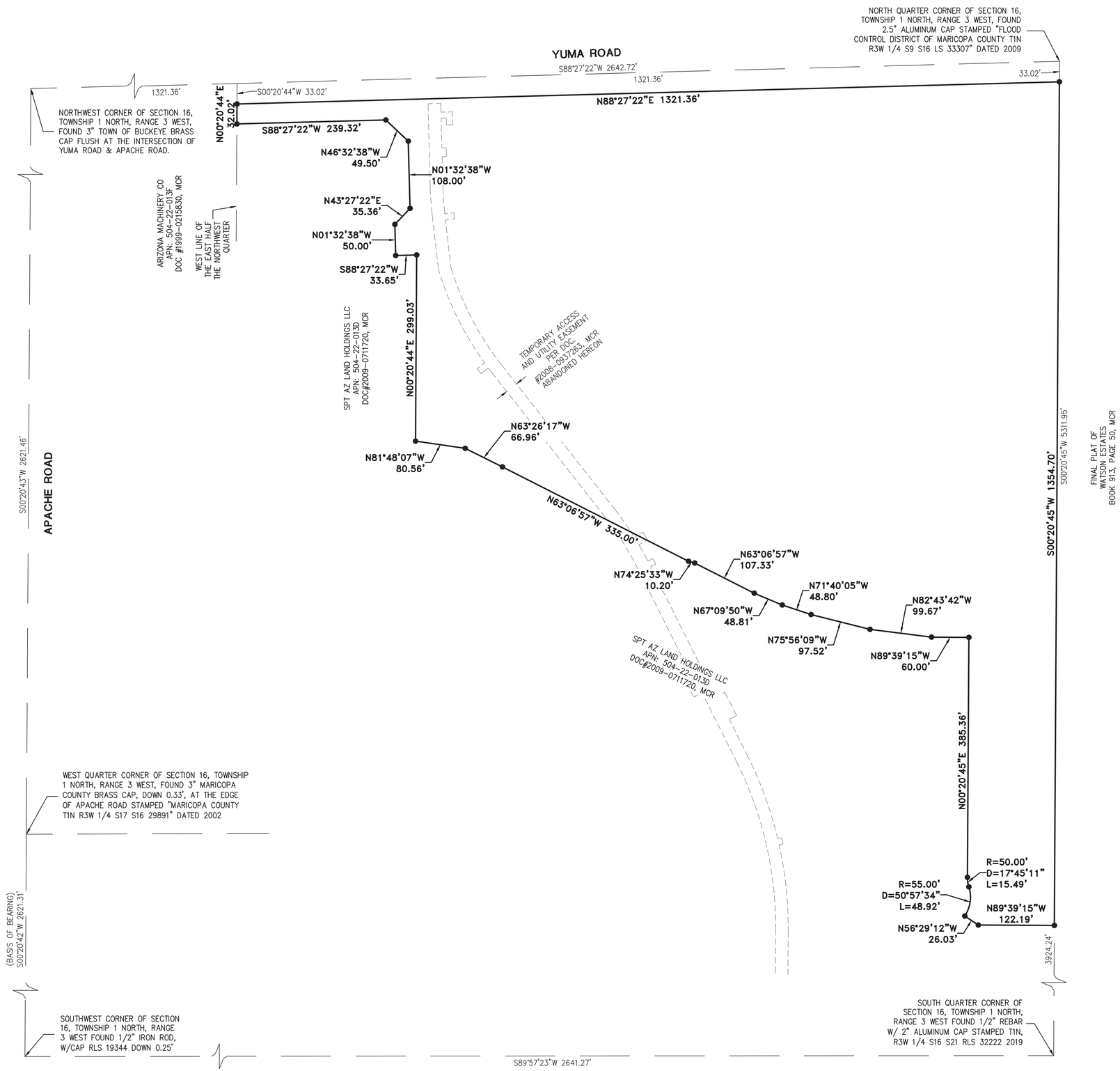

LEGEND

○	FOUND MONUMENT AS NOTED
⊡	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
◉	BRASS CAP FLUSH PER MAG STANDARD DETAIL 120 TYPE "B"
———	BOUNDARY LINE
——— ———	SECTION LINE
——— – ———	CENTER LINE
——— – – – ———	RIGHT OF WAY
———	PARCEL LINE
– – – – – – – – – –	EASEMENT LINE
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
(1)	33'X33' SIGHT VISIBILITY EASEMENT

N

80 40 0 80 160

SCALE: 1" = 80 FEET

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J.
BENEDICT
Date signed 3/21/22
ARIZONA, U.S.A.
Expires 03/31/2022

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PHOENIX, AZ 85016
www.hilgartwilson.com

DESERT MOON ESTATES PHASE 3 - PARCEL 8

APACHE ROAD AND YUMA ROAD
BUCKEYE, ARIZONA

FINAL PLAT

STATUS:

PROJ. NO.:1826
DATE: MAR 2022
SCALE: AS SHOWN
DRAWN: GS
APPROVED: BJB

MUNICIPAL TRACKING NO:
PLZS-21-00108

DWG. NO.
FP03
SHT. 3 OF 7

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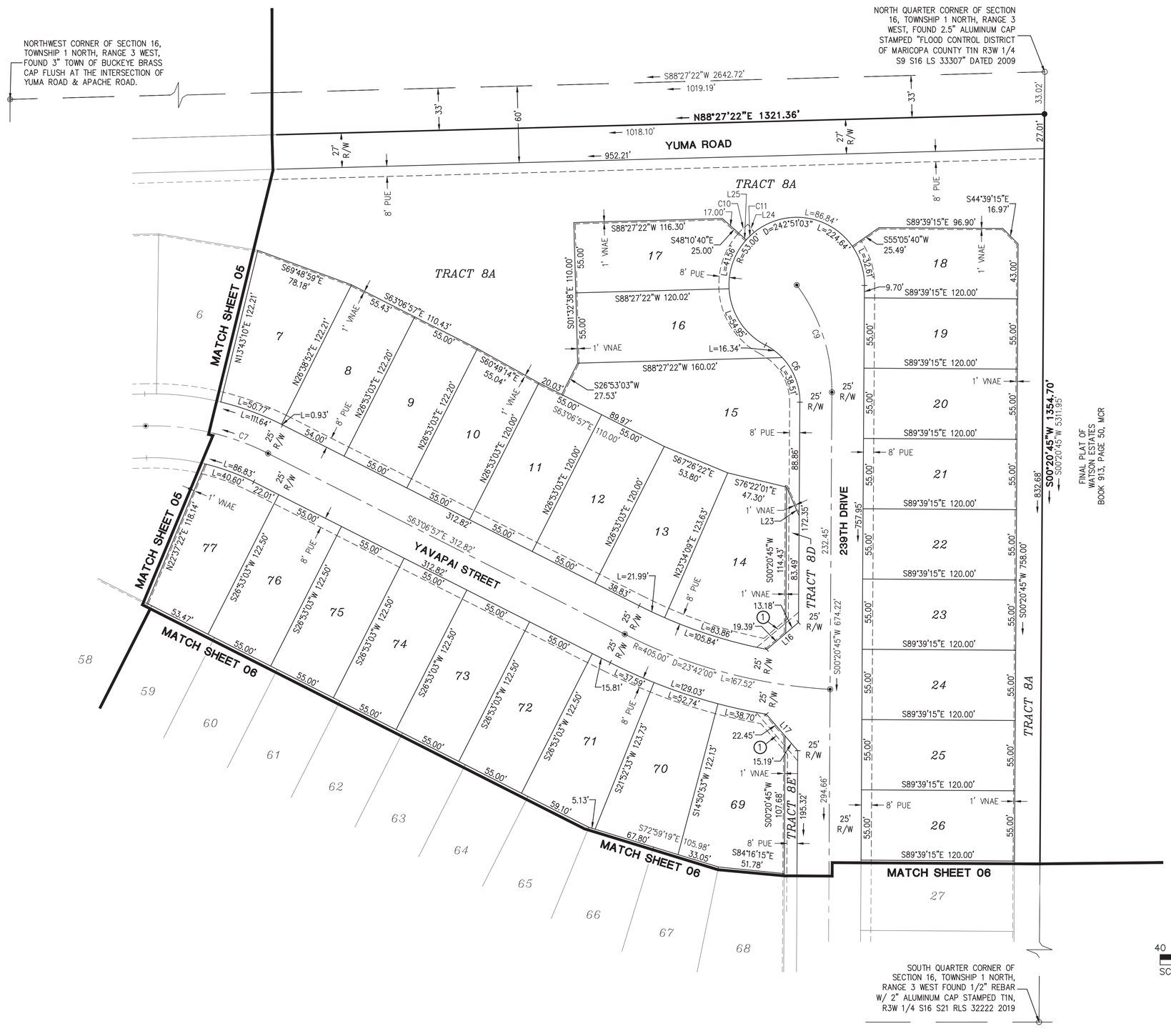

LEGEND

○	FOUND MONUMENT AS NOTED
⊡	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
⊙	BRASS CAP FLUSH PER MAG STANDARD DETAIL 120 TYPE "B"
———	BOUNDARY LINE
———	SECTION LINE
— · —	CENTER LINE
— — —	RIGHT OF WAY
———	PARCEL LINE
- - - -	EASEMENT LINE
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
①	33'X33' SIGHT VISIBILITY EASEMENT

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L16	N49°41'35"E	32.57'
L17	N40°48'50"W	37.64'
L23	S23°44'53"E	24.50'
L24	S38°47'06"E	8.00'
L25	N48°10'40"W	8.00'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C6	50.00'	62°51'03"	54.85'
C7	200.00'	28°25'41"	99.23'
C9	139.20'	36°58'48"	89.84'
C10	61.00'	9°23'34"	10.00'
C11	53.00'	9°23'34"	8.69'

REGISTERED LAND SURVEYOR
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BRIAN J.
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DESERT MOON ESTATES PHASE 3 - PARCEL 8

APACHE ROAD AND YUMA ROAD
BUCKEYE, ARIZONA

FINAL PLAT

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PLZS-21-00108

DWG. NO.
FP04
SHT. 4 OF 7

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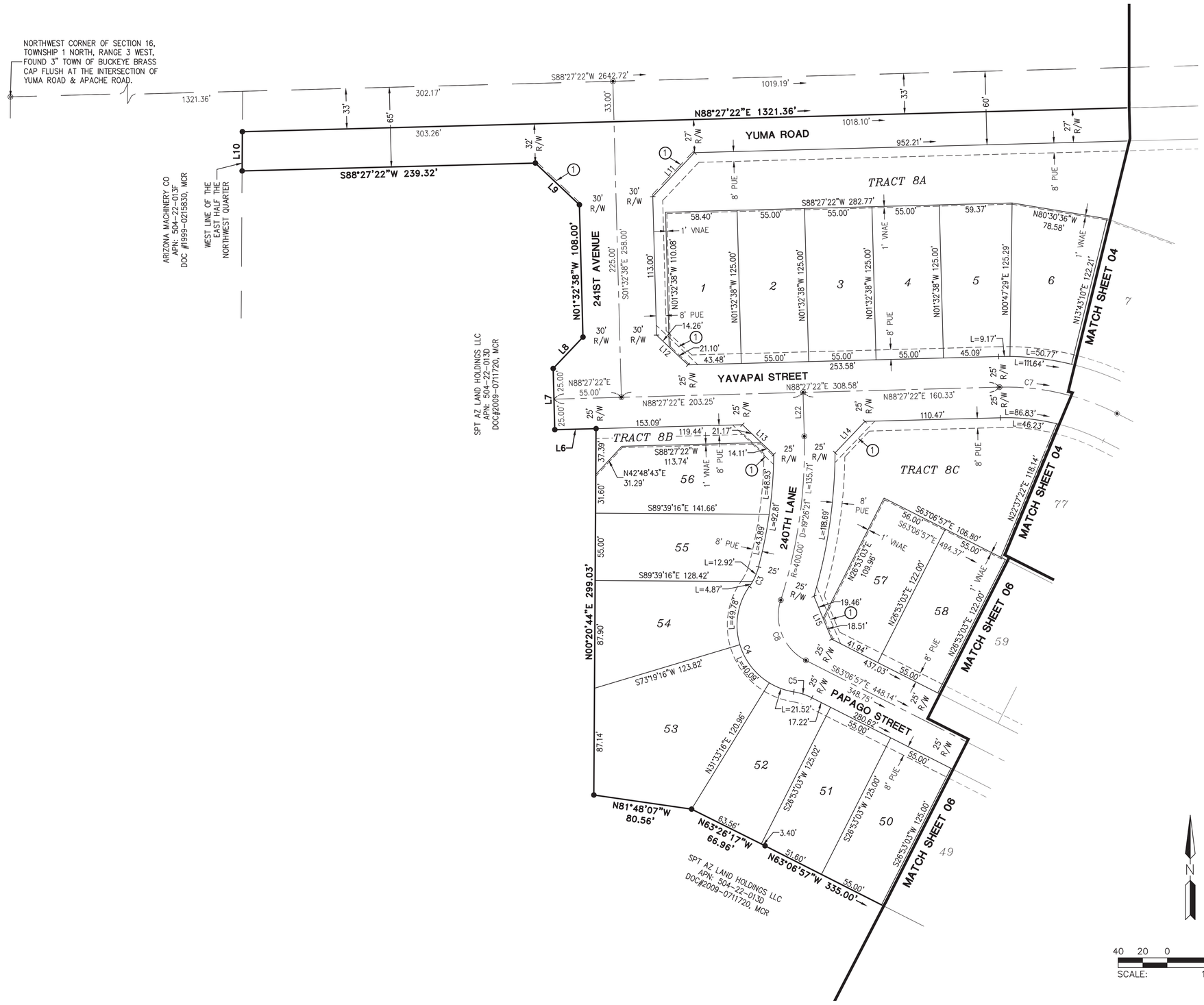

LEGEND

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- - -	EASEMENT LINE
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
(1)	33'X33' SIGHT VISIBILITY EASEMENT

CURVE TABLE

CURVE NO.	RADIUS	DELTA	LENGTH
C3	50.00'	20°23'12"	17.79'
C4	55.00'	116°03'06"	111.40'
C5	50.00'	17°45'10"	15.49'
C7	200.00'	28°25'41"	99.23'
C8	41.00'	81°00'40"	57.97'

LINE TABLE

LINE NO.	DIRECTION	LENGTH
L6	S88°27'22"W	33.65'
L7	N01°32'38"W	50.00'
L8	N43°27'22"E	35.36'
L9	N46°32'38"W	49.50'
L10	N00°20'44"E	32.02'
L11	S43°27'22"W	49.50'
L12	S46°32'38"E	35.36'
L13	S46°25'28"E	35.27'
L14	N43°34'14"E	35.42'
L15	N22°32'14"W	37.97'
L22	N01°32'38"W	35.86'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J.
BENEDICT
Date signed 3/21/22
ARIZONA, U.S.A.
Expires 03/31/2022

N

40 20 0 40 80
SCALE: 1" = 40 FEET

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DESERT MOON ESTATES PHASE 3 - PARCEL 8

APACHE ROAD AND YUMA ROAD
BUCKEYE, ARIZONA

FINAL PLAT

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PROJ. NO.: 1826
DATE: MAR 2022
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STATUS:
MUNICIPAL TRACKING NO: PLZS-21-00108

DWG. NO.
FP05
SHT. 5 OF 7

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LEGEND

○	FOUND MONUMENT AS NOTED
⊡	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
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PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
(1)	33'X33' SIGHT VISIBILITY EASEMENT

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L2	N89°39'15"W	60.00'
L3	N71°40'05"W	48.80'
L4	N67°09'50"W	48.81'
L5	N74°25'33"W	10.20'
L18	N47°47'03"E	33.82'
L19	N42°23'04"W	36.73'
L20	S18°06'57"E	35.36'
L21	S71°53'03"W	35.36'

BRIAN J. BENEDICT
REGISTERED LAND SURVEYOR
CERTIFICATE NO. 32222
Date signed 3/21/22
ARIZONA, U.S.A.
Expires 03/31/2022

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DESERT MOON ESTATES PHASE 3 - PARCEL 8

APACHE ROAD AND YUMA ROAD
BUCKEYE, ARIZONA

FINAL PLAT

STATUS:

MUNICIPAL TRACKING NO: **PLZS-21-00108**

PROJ. NO.: 1826
DATE: MAR 2022
SCALE: AS SHOWN
DRAWN: GS
APPROVED: BJB

DWG. NO.
FP06
SHT. 6 OF 7

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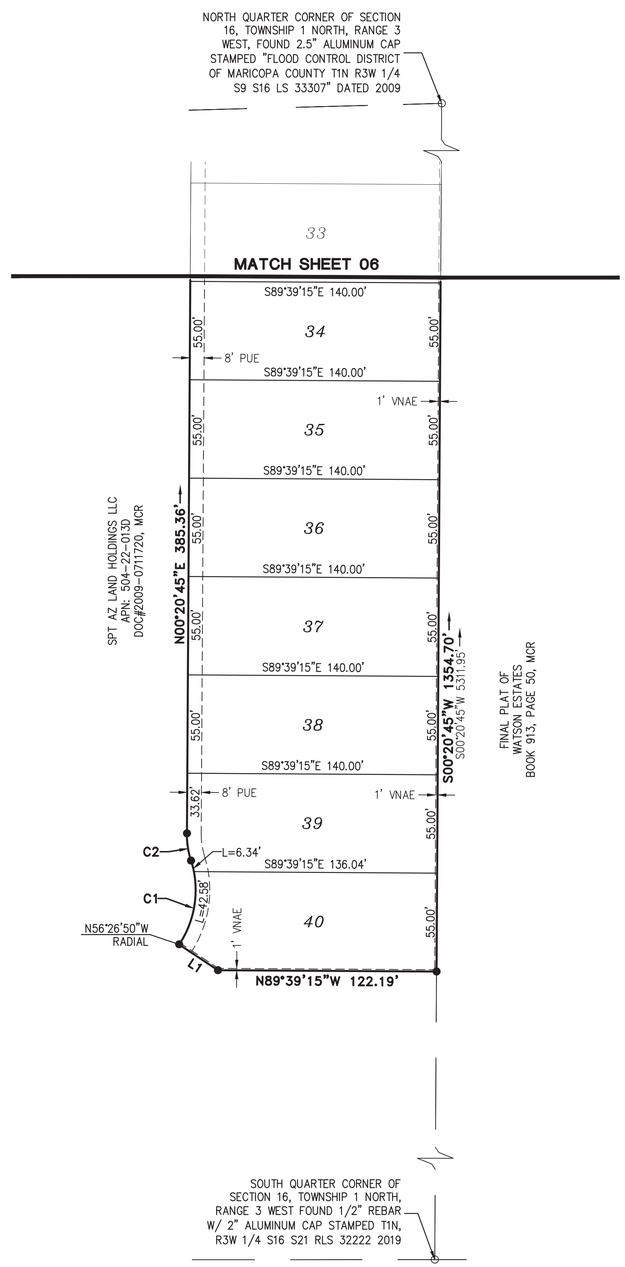

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VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
(1)	33'X33' SIGHT VISIBILITY EASEMENT

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N56°29'12"W	26.03'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	55.00'	50°57'34"	48.92'
C2	50.00'	17°45'11"	15.49'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J.
BENEDICT
Date signed 3/21/22
ARIZONA, U.S.A.
Expires 03/31/2022

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SCALE: 1" = 40 FEET

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DESERT MOON ESTATES PHASE 3 - PARCEL 8

APACHE ROAD AND YUMA ROAD
BUCKEYE, ARIZONA

FINAL PLAT

STATUS:

PROJ. NO.: 1826
DATE: MAR 2022
SCALE: AS SHOWN
DRAWN: GS
APPROVED: BJB

MUNICIPAL TRACKING NO:
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DWG. NO.
FP07
SHT. 7 OF 7

3rd REVIEW
PLZS-21-00108
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CITY OF BUCKEYE
PLANNING & ZONING
WD

Desert Moon Estates

Parcel 8 Final Plat Narrative

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

December 15, 2021

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE

Desert Moon Estates

Parcel 8 Final Plat Narrative

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PROJECT OVERVIEW 3
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WATER SOURCE 5
WASTEWATER MANAGEMENT 5
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FIRE PROTECTION 5
POLICE PROTECTION 5
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PROJECT OVERVIEW

Desert Moon Estates is a 200-acre property 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 Parcel 8 in Phase 3 (hereinafter referred to as the Project). The Project is about 19.84 acres and will provide 77 single family lots.

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 for the property 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	Neighborhood	Planned Residential (PR)	Vacant Desert
North	Neighborhood/MPC	Planned Residential (PR) Planned Community (PC)	Single Family Residential (Acacia Crossing & Sundance Parcel 2)
East	Neighborhood/MPC	Planned Residential (PR)	Single Family Residential (Watson Estates)
South	MPC	Planned Community (PC)	Vacant Desert
West	Neighborhood/ Business Commerce	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 77 lots with a typical lot size of 55'x120'.

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 3.88 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 77 single family lots with a typical lot size of 55'x120'.

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. Existing sewer and utility easements located along the southern boundary of phase 1 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 for the Desert Moon Estates will consist of network 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 8 will connect to the 8-inch water infrastructure in Parcel 7 developed as a part of the Phase 3 improvements. In addition, Parcel 8 will connect to the 12-inch water main to be installed along Yuma Road as a part of the Phase 3 Offsite improvements. An 8-inch main is proposed in the Parcel 8 improvements to connect Parcels 7 & 8 to the offsite Yuma Road improvements. The Parcel 8 water system contains multiple points of connection to Parcel 7 and a point of connection to the Yuma Road improvements. It is anticipated that the improvements to Parcel 5, Parcel 7, and Yuma Road will be completed prior to, or concurrently with, any development within Parcel 8. 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 Project 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 8 will convey wastewater through 8-inch mains generally to the south to connect to the 8-inch main installed as a part of Parcel 7. Wastewater from Parcels 7 & 8 is conveyed to the south through 8-inch and 10-inch sewer mains in Parcel 5 to the Durango Street Phase 2 – Offsite sewer infrastructure. Wastewater is then conveyed through a 10-inch main to the west along Durango Street to 240th Avenue.

Sewer flows from the Project area will be treated by the Central Buckeye Water Reclamation Facility (WRF) located south of Beloat 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

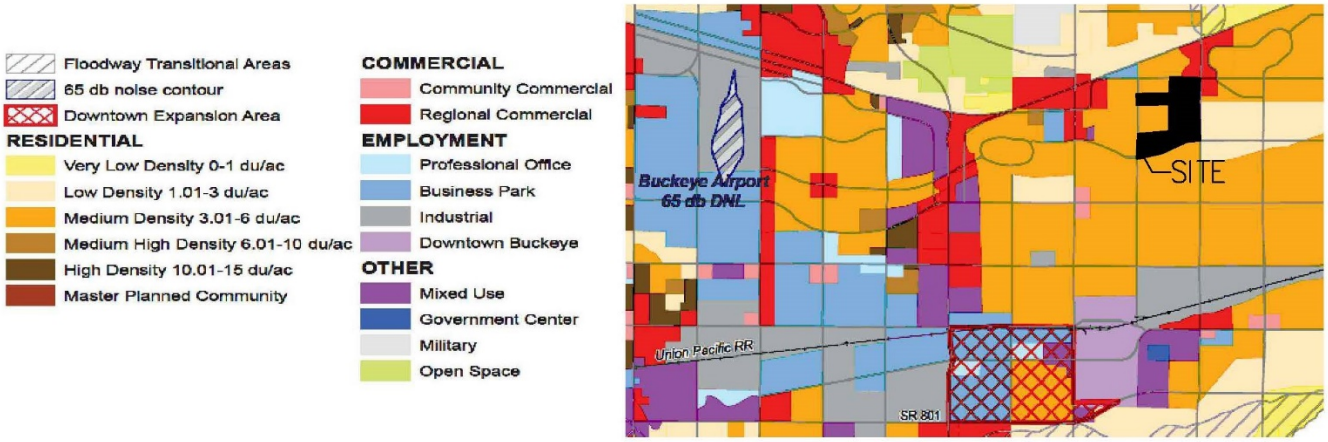
The proposed development standards are outlined below:

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	
8	PR	55' X 120'	12' (1,4)	18' (2,4)	12' (3,4)	20'	5' & 5' 10' TOTAL (7)	(8)

1) TO LIVABLE AREA WHEN HOME HAS A RECESSED GARAGE.
2) FOR FRONT LOADING GARAGES
3) FOR SIDE LOADING GARAGES
4) MINIMUM DRIVEWAY LENGTH MEASURED FROM BACK OF SIDEWALK TO FACE OF GARAGE SHALL BE A 20' MINIMUM.
5) LOT WIDTH IS MEASURED AT FRONT SETBACK OF 18' OR REAR SETBACK OF 20', WHICH EVER IS SMALLER FOR ALL LOTS.
6) TYPICAL LOT DEPTH MAY BE REDUCED BY UP TO 10 FEET AS LONG AS MINIMUM LOT AREA IS MET.
7) THE SUM OF THE SIDE SETBACK FOR A LOT SHALL COMBINE FOR A MINIMUM TOTAL OF 10'
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

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

N

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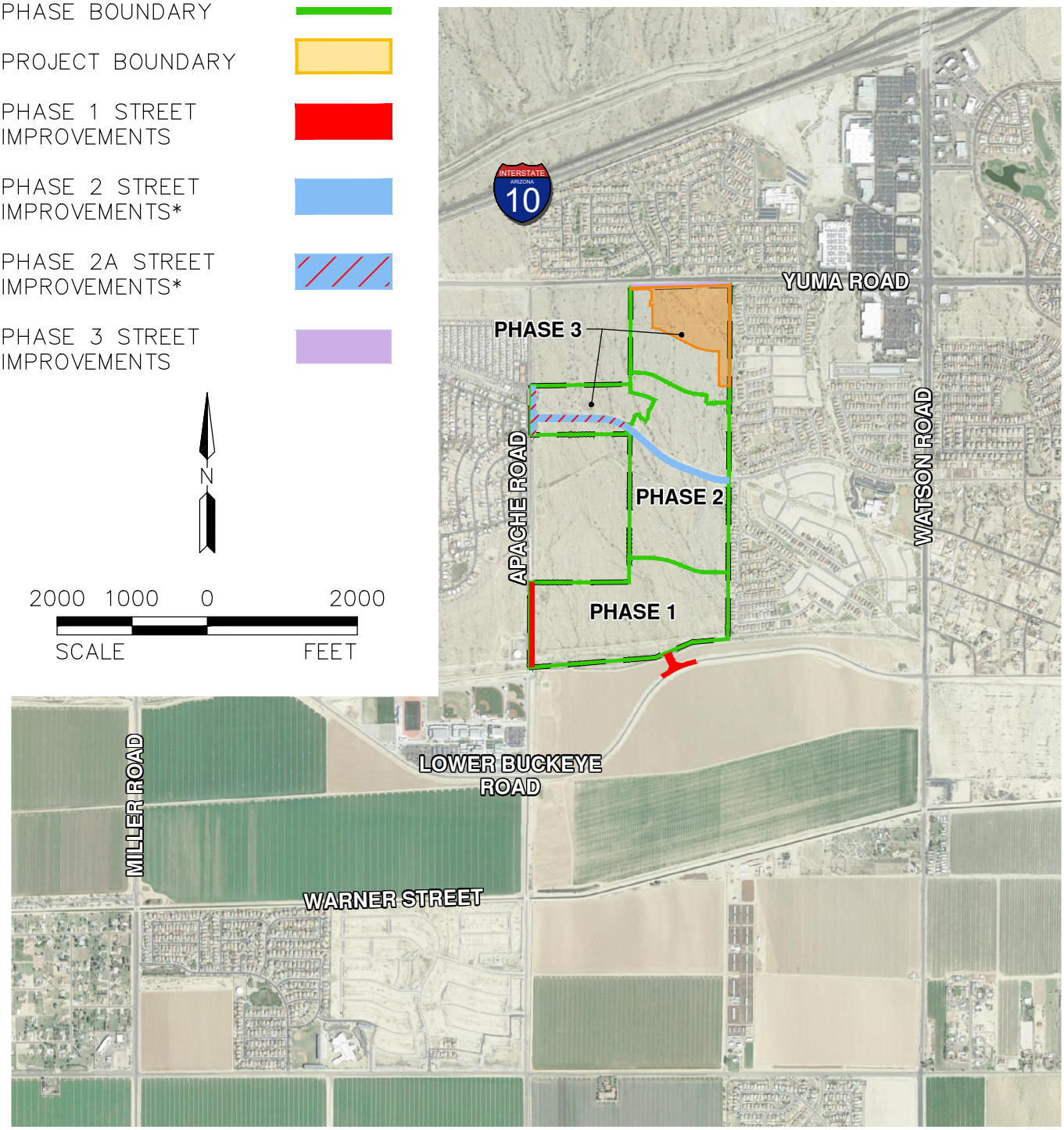
SCALE FEET



PROJ.NO.:	1826
DATE:	FEB 2021
SCALE:	1" = 2,000'
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CHECKED BY:	AT

DESERT MOON ESTATES - PHASE 3: PARCEL 8
N.E.C. OF LOWER BUCKEYE ROAD & APACHE ROAD
CITY OF BUCKEYE, ARIZONA

FIG 1: VICINITY MAP

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PHOENIX, AZ 85016
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©COPR 2021, HILGARTWILSON,LLC 0800\1826\1826.0101 – SPT AZ Land Holdings, LLC\REPORTS\NARRATIVES\Phase 3\1826 FIG 1 – Phase 3 – Parcel 8 – Vicinity Map.dwg 2/12/2021 8:58 PM

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20120984877 10/30/2012 12:35
ELECTRONIC RECORDING

1351623110353-2-3-2--
Sotor

RECORDING REQUESTED BY:

NCS 550013

WHEN RECORDED MAIL TO AND
ALL TAX STATEMENTS TO:

SPT AZ land Holdngs
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

BUCKEYE, AZ

PLZS-21-00108
Desert Moon Estates Phase 3 Parcel 8
City Council District #4

N W E S

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 05/17/22	**AGENDA ITEM:** 6.E. On-Call Consulting for Engineering and Architectural Services (re-advertised categories) Contracts between the City of Buckeye and individually awarded consultants
DATE PREPARED: 05/17/22	**DISTRICT NO.:** All
STAFF LIAISON: Brian Craig, Development Services Director, bcraig@buckeyeaz.gov, (623) 349-6209	
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 approving Contracts for On-Call Consulting for Engineering and Architectural Services between the City of Buckeye and Brown & Associates Certified Inspection Service, Inc. (Contract No. 2022003A.43), Bureau Veritas North America, Inc. (Contract No. 2022003A.44), Shums Coda Associates, Inc. (Contract No. 2022003A.48), and Willdan Engineering (Contract No. 2022003A.50); and authorizing the Mayor to execute and deliver said Contracts on behalf of the City.

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

ADDITIONAL RELEVANT GOALS:
GOAL 3: A Well-Planned Urban Community

SUMMARY

PROJECT DESCRIPTION:

On September 16, 2021 the Construction and Contracting Division issued a Request for Qualifications (RFQ) for twenty-one (21) Consultant On-Call categories and at the close of evaluations, forty-two (42) contracts were awarded and approved by City Council on March 1, 2022.

Of the twenty-one categories, the following categories were not awarded due to lack of Statement of Qualifications (SOQ) response and on February 17, 2022 were re-advertised as RFQ 2022003A:

Category 15: Building Plan Review

Category 17: Building Inspection Services

A pre-submittal meeting open to the public was held on March 10, 2022 with twenty-five (25) in attendance. Statements of Qualifications (SOQs) were due on March 28, 2022 and ten (10) SOQ packets were received.

An evaluation team of five (5) panel members were formed, team meeting scheduled and conducted on April 14, 2022 and the ten (10) detailed SOQ submittals were reviewed and ranked. As a result, the following contracts were awarded:

2022003A.43 Brown & Associates, categories 15 & 17

2022003A.44 Bureau Veritas North America, Inc., categories 15 & 17

2022003A.48 Shums Coda Associates, categories 15 & 17

2022003A.50 Willdan Engineering, categories 15 & 17

The contract period for each of the awarded contracts is for an initial term of one (1) year with no more than four (4) additional one-year extensions. During the term of the contract, work shall be conducted as a series of individual Task Orders with estimated values of $50,000 to $500,000. As Capital Improvement Projects (CIP) are developed and funded, each Task Order shall be approved in strict accordance with the City procurement code.

Over the next five (5) years, the City expects to execute several Capital Improvement Projects (CIP). As these projects are funded and developed, having a qualified group of Consultants available to perform these projects and meet the City's requirements is essential.

BENEFITS:

Having On-Call Consulting Contracts in place for Engineering and Architectural Services streamlines the procurement process and allows for expeditious project execution for Design Projects.

FUTURE ACTION:

Task Orders under these Contracts will be awarded to the Consultant with the most experience and qualified staff to meet the budget parameters of the project being developed. Depending upon the cost of the service required, Task Orders may require City Council approval and Mayor execution.

FINANCIAL IMPACT STATEMENT:

No cost implications or encumbrances occur with this action until individual Task Orders are issued.

CURRENT FISCAL YEAR TOTAL COST:

As funded and developed

BUDGETED:
No

FISCAL YEAR:
As developed

FUND/DEPARTMENT:
As developed

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

ATTACHMENTS:
Shums Coda -2022003A.48-signed.pdf
Willdan -2022003.50 signed.pdf
Brown & Associates-2022003A.43 signed.pdf
Bureau Veritas -2022003A.44-signed.pdf

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

CATEGORY 15: BUILDING PLAN REVIEW
CATEGORY 17: BUILDING INSPECTION SERVICES

SHUMS CODA ASSOCIATES, INC.
Contract No: 2022003A.48

THIS CONTRACT, ("Contract") is entered into by and between the CITY OF BUCKEYE, an Arizona municipal corporation, hereafter called (the "CITY") and Shums Coda Associates, Inc., a California corporation, hereafter called ("CONSULTANT").

RECITALS

The CITY OF BUCKEYE, Arizona, is authorized and empowered by the City Code to execute contracts.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, The City and Consultant agree as follows:

This Contract shall be in full force and effect only when it has been approved as required by the City Code and executed by the duly authorized City officials.

1.0 SCOPE OF SERVICES

The City desires to obtain Professional Architectural and Engineering services for City-wide Improvement projects. In accordance with the contract documents, including the General Scope of Services, Requirements, and Standards attached to this contract as Exhibit A, a specific scope of services shall be negotiated for each project and executed by individual Task Orders. Services provided by the Consultant under this agreement shall be performed in a manner consistent with that degree of care and skills ordinarily exercised by members of the same profession currently practicing under similar conditions.

The Consultant shall perform all services within the cost and time frames defined in executed Task Orders, and comply in all respects, with the terms, conditions, and requirements described herein for the consideration stipulated, and in compliance with applicable Federal, State and City Codes. Services at the City's request may include, in general, but are not limited to the following:

1.1 CATEGORY 15: Building Plan Review – May include but not limited to the following services:

- Plan Check for complex construction of buildings and structural, to include, Commercial, Industrial and Residential Construction.
- Plan review may include; structural, architectural, grading, energy, electrical, mechanical, plumbing, and specifications summited as part of a building permit.

- Work may include; review of plan and specifications, drafting of written corrections and redlining of plans, communicating both orally and in writing to the applicant and providing code interpretation.
- The selected firm(s) may be required to work at City Hall or within another facility within the City of Buckeye.
- Attend Comment Resolution meetings, virtual or in person, at no additional cost as part of the plan review fee.

1.2 CATEGORY 17: Building Inspection Services – May include but not limited to the following services:

- Building Construction inspection services to ensure construction conforms to the approved plans and the standards and codes adopted by the City of Buckeye.
- Provide written documentation of inspections performed, issuance of stop work orders, and notices of corrections.
- The selected firm(s) must be able to provide inspection services within 24-hour notice.
- Perform inspections virtual or in person.

A detailed scope of services will be prepared for each individual project by the Consultant and submitted to the City. Requests for services will be issued in the form of a written Task Order ("Task Order") document initiated by the Manager, Construction and Contracting. The Task Order will include a description of the project, detailed scope of services, project schedule, and the approved fee. The Consultant should receive prior approval from the Manager, Construction and Contracting prior to commencement of services on project assignments released under this Contract.

2.0 FEES AND PAYMENTS

2.1 REGISTRATION REQUIREMENT IN VENDOR SELF SERVICE (VSS)

In order to do business with the City, register at https://selfservice.buckeyeaz.gov/MSS. Please be aware vendors that do not register and verify their information, including uploading a W-9 form to their profile, may experience delays in processing of invoices and will not be able to do business with the City.

2.2 FEE SCHEDULE

Consultant shall be paid according to the fee schedule set forth in Exhibit B. Each “Task Order” over One Hundred Thousand Dollars ($100,000.00) shall be subject to City Council Approval.

2.3 PAYMENT APPROVAL

The time spent for each task shall be recorded and submitted to the Contracting Officer. Consultant shall maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and make such materials available at all reasonable times during the contract period.

Monthly payments shall be made to the Consultant on the basis of a progress report prepared and submitted by the Consultant for work completed through the last day of the preceding calendar month. Each task shall be subject to review and approval by the Contracting Officer to determine acceptable percentage of completion.

The Contracting Officer reserves the exclusive right to determine the amount of work performed and payment due the Consultant on a monthly basis.

All charges must be approved by the Contracting Officer prior to payment.

3.0 GENERAL TERMS AND CONDITIONS

3.1 CONTRACTING OFFICER

The Contracting Officer for the City shall be the Contracting Officer in the Construction and Contracting Division or designee. The Contracting Officer shall oversee the performance of this Contract; assist the Consultant in contacting members associated with the project, audit billings, and approve payments. The Consultant shall submit all reports and special requests through the Contracting Officer.

3.2 TERM OF CONTRACT

The Contract initial term is established for a one (1) year term commencing on the date of execution with automatic renewals, unless otherwise terminated by either party, for four (4) additional one-year terms. Consultant shall provide services under the contract for specific project assignments with a Task Order issued no later than the final day of the effective Contract terms.

3.3 TERMINATION OF CONTRACT

The City has the right to terminate this Contract or abandon any portion of a Task Order, which has not been performed by the Consultant.

Termination for Convenience: City and Consultant reserve the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Consultant shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and Subconsultants to cease such work. As compensation in full for services performed to the date of such termination, the Consultant shall receive a fee for the percentage of services actually completed. This fee shall be in the amount to be mutually agreed upon by the Consultant and the City, based on the agreed Scope of Work and the value to the City of the services completed. If there is no mutual agreement, the Contracting Officer shall determine the percentage of completion of each task detailed in the Scope of Work and the Consultant's compensation shall be based upon such determination. The City shall make this final payment within sixty (60) days after the Consultant has delivered the last of the partially completed items. Consultant shall not be paid for any work done after receipt of the notice of termination, or for any costs incurred by Consultant's suppliers or Subconsultants, which Consultant could reasonably have avoided.

Termination for Cause: City may also terminate this contract or any part hereof with seven (7) days written notice for cause in the event of any default by the Consultant, or if the Consultant fails to comply with any of the material terms and conditions of this contract. By way of example and not limitation, unsatisfactory performance as judged by the Contracting Officer and failure to provide City, upon written request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause. In the event of termination for cause, City shall not be liable to Consultant for any amount after the issuance of written notice, and Consultant shall be liable to City for any and all damages sustained by reason of the default that gave rise to the termination.

In the event Consultant is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving written notice to the Consultant.

In the event the City shall terminate this Contract or any part of the services as herein provided, the City shall notify the Consultant in writing, and immediately upon receiving such written notice, the Consultant shall discontinue advancing the work under this Contract and/or awarded Task Order.

Upon such termination or abandonment, the Consultant shall deliver to the City all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City.

The Consultant shall appraise the work it has completed and submit its appraisal to the City for evaluation.

If through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

3.4 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal period, or at the time that funds are no longer available to meet the City's payment obligations hereunder. The City agrees to give written notice of termination to the Consultant at least thirty (30) days prior to any termination for a lack of funds and will pay to the Consultant all approved charges incurred prior to Consultant's receipt of such notice, subject to the availability of funds therefore.

3.5 AUDIT

The City may audit all of the Consultant's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place.

Consultant's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Consultant or any of his payees pursuant to the execution of the contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Consultant's Records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

Consultant shall require all Subconsultants, to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Consultant and payee. Such requirements will also apply to any and all Subconsultants.

If an audit in accordance with this article, discloses overcharges, of any nature, by the Consultant to the City in excess of five percent (5%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Consultant.

Any adjustments and/or payments, which must be made as a result of any, such audit or inspection of the Consultant's invoices and/or records, shall be made within a reasonable amount of time (not to exceed 60 days) from presentation of City's findings to Consultant.

3.6 OWNERSHIP OF PROJECT DOCUMENTS

All documents, including but not limited to, field notes, design notes, tracings, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, which are prepared in the performance of this Contract will become and are the property of City.

3.7 COMPLETENESS AND ACCURACY

The Consultant shall be responsible for the accuracy of its work, including but not limited to, survey work, reports, supporting data, and drawings, sketches, etc. prepared or compiled pursuant to this Contract and shall correct, at its expense, all negligent errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to the engineering errors shall be chargeable to the Consultant. Additional Scope(s) of work which may be added to the Task Order shall not be considered the responsibility of the Consultant unless the need for same was created solely by any negligent error, omission, or negligent act of the Consultant and does not result in betterment to the City. The fact that the City has accepted or approved the Consultant's work shall in no way relieve the Consultant of any of its responsibilities.

3.8 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, which shall be deemed

to have accrued from the commencement of such action.

3.9 SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon the Consultant, its successors and assigns, including any individual, company, partnership, or other entity with or into which the Consultant shall merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which the Consultant shall sell its assets.

3.10 ASSIGNMENT

Services covered by this Contract shall not be assigned or subcontracted in whole or in part without the prior written consent of the Contracting Officer.

3.11 SUBCONSULTANTS

During the performance of the Contract, the Consultant may engage such additional Subconsultants as may be required for the timely completion of this Contract. The addition of any Subconsultants shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Consultant.

3.12 ALTERATIONS OR ADDITIONS TO SCOPE OF SERVICES

The total scope of Services to be performed in accordance with this Contract will be identified in each Task Order. Services, which are not included in this Contract, will be considered Additional Services. The Consultant shall not perform these Additional Services without written authorization in the form of an approved Change Order from the City.

3.13 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

3.14 CONFLICT OF INTEREST

This Contract is subject to cancellation pursuant to the provisions of A.R.S. 38-511.

3.15 FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or

earthquakes.

3.16 TAXES

The fee listed in this Contract includes any and all taxes applicable to the activities hereunder. The City shall have no obligation to pay additional amounts for taxes of any type.

3.17 ADVERTISING

No advertising or publicity concerning the City using the Consultant's services shall be undertaken without prior written approval of such advertising or publicity by the Contracting Officer.

3.18 COUNTERPARTS

This Contract may be executed in one or more counterparts, and each executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

3.19 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein.

3.20 ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona.

3.21 EQUAL EMPLOYMENT OPPORTUNITY

The Consultant shall comply with Executive Order No. 11245, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

3.22 NOTICES

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

On behalf of the Consultant:

Christine Godinez, Chief Operating Officer
Shums Coda Associates, Inc.
1616 N. Litchfield Road, Suite A-210
Goodyear, AZ 85395
P: (925) 413-5626
christine.godinez@shumscoda.com

On behalf of the City:

Christopher A. Williams, Manager
Construction and Contracting Division
530 East Monroe Ave.
Buckeye, AZ 85326
P: (623) 349-6225
cwilliams@buckeyeaz.gov

With a copy to:

Gust Rosenfeld, P.L.C.
One E. Washington, Suite 1600
Phoenix, AZ 85004-2553
Attention: Sheila Schmidt
P: (602) 257-7432
F: (602) 254-4878

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

3.23 INDEPENDENT CONSULTANT

The services Consultant provides under the terms of this Contract to the City are that of an Independent Consultant, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Consultant may be subject to I.R.S. provisions for payment of estimated income tax. Consultant is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

3.24 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant shall indemnify 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) are caused by 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 Subconsultant in the performance of this Contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

3.25 E-VERIFY REQUIREMENTS

To the extent applicable under Arizona Revised Statues § 41-4401, the Consultant and its Subconsultants warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. Revised Statues. § 23-214(A). The Consultant or Subconsultant’s breach of the above-mentioned warranty shall be deemed a material breach of the Contract and may result in the termination of the Contract by the City of Buckeye. The City of Buckeye retains the legal right to randomly inspect the papers and records of the Consultant or Subconsultant employee who work on the Contract to ensure that the Consultant and its Subconsultants are complying with the above-mentioned warranty.

The Consultant and its Subconsultants warrant keeping the papers and records open for random inspection during normal business hours by the City. The Consultant and its Subconsultants shall cooperate with City's random inspections including granting the City’s entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

3.26 SCRUTINIZED BUSINESS OPERATIONS

Pursuant to Arizona Revised Statues §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in ARIZ. Revised Statues § 35-391 or and 35-393, as applicable. If the City determines that the Consultant submitted a false Certification, the City may impose remedies as provided by law including terminating this Contract.

3.27 COMPLIANCE WITH LAWS

In performing any work required hereunder, Consultant shall comply with all applicable laws, ordinances, and codes of Federal, State and local governments, in effect during this Contract.

3.28 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 Eligible Procurement Unit and the Consultant or Contractor. 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.

4.0 INSURANCE

A Standard Accord Certificate of Insurance is acceptable provided it contains the additional language and deleted language as required in this contract. Failure to provide a Certificate of Insurance with the appropriate verbiage as required by this contract will result in rejection of the Certificate and delay contract execution.

Additionally, Certificates of Insurance submitted without referencing a Contract number will be subject to rejection and returned or discarded.

4.1 Insurance Representations and Requirements

4.1.1 General: Consultant agrees to comply with all City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Buckeye. Failure to maintain insurance as specified may result in termination of this Contract at City of Buckeye's option.

No Representation of Coverage Adequacy: By requiring insurance herein, City of Buckeye does not represent that coverage and limits will be adequate to protect Consultant. City of Buckeye reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but have 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 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 Contract.

4.1.2 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 contract, City of Buckeye, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this agreement.

4.1.3 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 subject contract is satisfactorily performed, completed and formally accepted by the City of Buckeye, unless specified otherwise in this Contract.

4.1.4 Primary Insurance: Consultant's insurance shall be primary insurance as respects performance of subject contract and in the protection of City of Buckeye as an Additional Insured.

4.1.5 Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

4.1.6 Waiver: All policies, except Professional Liability insurance, shall contain a waiver of rights of recovery (subrogation) against City of Buckeye, its agents, representatives, officials, directors, officers, and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.1.7 Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage, which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to City of Buckeye. Consultant shall be solely responsible for any such deductible or self-insured retention amount. The City of Buckeye, at its option and cost, may require Consultant to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.1.8 Use of Subconsultants: If any work under this agreement is subcontracted in any way, Consultant shall execute written agreement with Subconsultant containing the same Indemnification Clause and Insurance Requirements set forth herein protecting City of Buckeye and Consultant. Consultant shall be responsible for executing the agreement with Subconsultant and obtaining Certificates of Insurance verifying the insurance requirements.

4.1.9 Evidence of Insurance: Prior to commencing any work or services under this Contract, Consultant shall furnish City of Buckeye with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable Insurers as specified herein and provide the required coverage(s), conditions, and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Buckeye shall reasonably rely upon the Certificate of Insurance 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. Such certificates shall identify the Contract work number and be sent to the designated City of Buckeye- Contracting Officer. If any of the above cited policies expire during the life of this Contract, it shall be Consultant's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

1. City of Buckeye, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

A) Commercial General Liability - Under ISO Form CG 20 10 11 85 or equivalent.
b) Auto Liability- under ISO Form CA 20 48 or equivalent.
c) Excess Liability- Follow Form to underlying insurance.

2. Consultant's insurance shall be primary insurance as respects performance of subject contract.

3. All policies, except Professional Liability, waive rights of recovery (subrogation) against City of Buckeye, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Consultant under this contract.

4. Certificate shall cite a 30-day advance notice cancellation provision. If ACORD Certificate of Insurance form 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.

4.2 Required Coverage

4.2.1 Commercial General Liability: 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, and independent Consultants, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insureds clause. To the fullest extent allowed by law, for claims arising out of the performance of this contract, the City of Buckeye, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under Insurance Service Offices, Inc. Commercial General Liability Additional Insured Endorsement form CG 20 10 11 85, 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 paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope then underlying insurance.

4.2.2 Professional Liability: If the Contract is the subject of any professional services or work, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Contract, Consultant shall maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liable, with liability insurance limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the work or services, and Consultant shall be required to submit

Certificates of Insurance evidencing proper coverage is in effect as required above.

4.2.3 Vehicle Liability: Consultant shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on Consultant's owned, hired, and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Contract. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this contract, the City of Buckeye, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope then underlying insurance.

4.2.4 Worker's Compensation Insurance: Consultant shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of work or services under this Contract and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

Umbrella/Excess Liability: Umbrella/Excess Liability insurance with a limit of not less than $2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above.

5.0 SOFTWARE LICENSES

As to all software licenses provided to the City as part of Consultant's obligations under this Contract, the following provisions apply:

5.1 SOURCE CODE AVAILABILITY

Consultant shall furnish City, without charge, a single copy of the Source Code for the Software immediately upon the occurrence of any of the following:

1. Consultant becomes insolvent; or

2. Consultant ceases to conduct business; or

3. Consultant makes a general assignment for the benefit of creditors; or

4. A petition is filed in Bankruptcy by or against Consultant.

5.1.1 Use of the Source Code shall be subject to the same restrictions as to which the Software itself is subject.

5.1.2 City shall have the right to modify Source Code in any manner it deems appropriate, provided that the Source Code as modified shall remain subject to the restrictions set forth in immediately above.

5.2 PROPRIETARY PROTECTION

5.2.1 City acknowledges that to the extent Consultant advises the City that the Software is confidential information or is a trade secret property of the Consultant, the Software is thereby disclosed on a confidential basis under this Contract and is to be used only pursuant to the terms and conditions set forth herein.

5.2.2 Consultant shall not use or disclose any knowledge, data or proprietary information relating to CITY obtained in any manner whatsoever.

5.2.3 To the extent permitted by Arizona Law, the parties agree, both during the term of this Contract and for a period of seven (7) years after termination of this Contract and of all licenses granted hereunder, to hold each other's confidential information in confidence. The parties agree, unless required by government regulations or order of court, not to make each other's confidential information available in any form to any third party or to use each other's confidential information for any purposes other than the implementation of this Contract provided, however, that if Consultant's confidential information is requested to be divulged under the provisions of the Arizona Public Records Act, A.R.S., Title 39, Consultant shall reimburse to City the full cost of City's refusal to release the information, including costs of litigation, City's attorney fees, fines, penalties or assessments of opposing party's attorney fees. Each party agrees to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the provisions of this Contract.

5.3 NON-INFRINGEMENT

Consultant warrants that the Software provided hereunder does not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary or property right of any person or entity. In the event of a claim against City asserting or involving such an allegation, Consultant will defend, at Consultant's expense, and will indemnify City and hold City harmless against any loss, cost, expense (including attorney fees) or liability arising out of such claim, whether or not such claim is successful. In the event an injunction or order should be obtained against use of the Software by reason of the allegations, or if in Consultant's opinion the Software is likely to become the subject of such a claim of infringement, Consultant will, at its option and its expense: (I) procure for the City the right to continue using the Software; or (ii) replace or modify the same so that it becomes non-infringing (such modification or replacement shall be functionally equivalent to the original); or (iii) if neither (i) nor (ii) is practicable, repurchase the Software on a depreciated basis utilizing a straight line five (5) year period, commencing on the date of acceptance.

5.4 THIRD PARTY LICENSE

Consultant shall sublicense to City any and all third party Software required in the execution of this Contract. City reserves the right to accept or reject third party license terms. If the City rejects the terms

of a third party license, it shall be Consultant's responsibility to negotiate acceptable terms or to supply Software from another source with terms acceptable to City. City's acceptance of the third party license terms shall not be unreasonably withheld.

6.0 SEVERABILITY AND AUTHORITY

6.1 SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

6.2 AUTHORITY

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each party has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Contract.

6.3 ISRAEL COMPLIANCE

Pursuant to Arizona Revised Statute § 35-393.01, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel.

[Signature page follows]

A. General Scope of Services
B. Fee Schedule

Contract No.: 2022003A.48

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

CITY OF BUCKEYE

_____
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

CONSULTANT:
SHUMS CODA ASSOCIATES, INC.

_____
Christine Godinez, Chief Operating Officer

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAaZAqJzuiH1IgndBrbiU2m63xcgUWZtfh

EXHIBIT A
GENERAL SCOPE OF SERVICES REQUIREMENTS AND STANDARDS

GENERAL SCOPE OF SERVICES REQUIREMENTS AND STANDARDS

Consultant's services involving design, construction administration and inspection services shall include, but are not limited to, the following general requirements and standards, unless otherwise provided for in the individual scope of services incorporated as a part of the project assignment Notice(s) to Proceed released under this Contract.

DESIGN SERVICES –GENERAL PROJECTS

The Consultant shall prepare plans, specifications, cost estimates and special provisions according to direction and standards of the City. All work shall be performed within the City of Buckeye.

A. General Project Administration

1. The Consultant shall attend project meetings as necessary to maintain the project budget and schedule; chair periodic regular meetings as requested by the City, set agendas and prepare and distribute meeting minutes. Meetings under basic services include:

A) Meetings with City staff and Management.
B) Meetings required obtaining a permit.
C) Meetings with internal oversight committees.

1. The Consultant shall coordinate with private, public and City utilities regarding standard utility issues and incorporate pertinent information in the plans.

2. The Consultant shall be responsible for submission and retrieval of all required Contract documents to the various reviewing agencies required under the project.

3. The Consultant shall prepare and maintain a project schedule after meeting with the project manager to determine appropriate submittal deadlines and to coordinate project submissions.

4. When applicable, the Consultant shall be responsible for obtaining or assisting the City in obtaining all federal, state, county, local and utility permits and approvals required for the project. As the project progresses, the Consultant shall timely furnish to the City copies of all communications between the Consultant and the respective agency or department related to the Contract and all approvals and permits for the projects.

5. If requested, the Consultant shall prepare necessary exhibits and make a presentation as deemed necessary by the Project Manager.

6. The Consultant shall avoid specification of construction materials known to be hazardous or potentially hazardous, including asbestos, lead or any derivative thereof, unless specifically approved in writing by the City.

7. The Consultant shall submit a written monthly "Design and Progress Report" to the City during the entire period of design.

B. 30% Plans Phase

1. The Consultant shall consult with City staff to ascertain information needed to meet the requirements of the project and shall confirm such requirements in writing and/or by sketch to the City.

2. The Consultant shall be responsible for establishing a pre-design meeting for design reviews with the City a minimum of two weeks prior to completion of schematic design. The Consultant will submit Three (3) copies of the preliminary site plan to the City at the time the request for a meeting is made.

3. The Consultant shall prepare a schedule for City approval of all required submittals for City review(s) based upon information from the pre-design meeting and current City published review times.

4. The Consultant shall prepare preliminary design studies leading to a recommended solution together with a general description of the project and shall, at no further expense to the City, submit three (3) sets of same to the City with written construction, cost estimates. The Consultant shall present these studies and estimates to the City for review, comments and approval.

5. The 30% Plans Phase will be considered completed when the City has approved the preliminary design plans and the construction cost estimate for the submitted plans is within the project construction budget.

C. 60% Plan Phase

1. After the 30% plans and construction cost estimate are approved in writing by the City, the Consultant shall prepare the 60% plans documents. These documents will consist of preliminary plans, elevations, other drawings, and specifications to fix and illustrate the size and character of the entire project including the kinds of materials; type of structure; mechanical, electrical, computer and telecommunications systems; and such other work as may be appropriate.

2. The Consultant shall design the project so that the construction shall conform to the requirements of Title 34, Arizona Revised Statutes regulating public buildings and improvements, as well as other applicable statutes and regulations.

3. Toward the end of the 60% Plans Phase, the Consultant shall hold a plan coordination meeting between the Consultant and the Subconsultants to review and address coordination and integration of the plans provided by the various disciplines. The Consultant shall invite the Project Manager to attend

this meeting.

4. After completion of the 60% Plans Phase, the Consultant shall, at no further expense to the City, deliver three (3) sets of the 60% drawings and plans, three (3) sets of the specifications, and three (3) sets of the detailed project cost estimates. The Consultant shall present all documents to the City for review, comment, and approval. If requested by the City, Consultant shall provide other design support documentation (i.e., structural, irrigation or earthwork calculations).

5. The 60% Plans Phase will be considered complete once the City has approved the submitted design development plans, agrees that the construction cost estimate is within the established project budget, and agrees that the Consultant is meeting the submittal dates for City documents as identified in the 30% Plans Phase schedule.

D. 90% Final Plans Phase

1. After the 60% plans and construction cost estimate have been approved in writing by the City, the Consultant shall prepare final, permit-ready construction drawings, plans, and specifications.

2. The consultant shall prepare its drawings in AutoCAD format compatible with the City (or other department as specified in the project assignment notice to proceed) CADD technology using City layering standards. The drawing format will be a 24" x 34" sheet size unless otherwise authorized in writing by the City. The City shall provide the City's Boilerplate and Supplemental General Conditions sections for the project specifications. No changes, deletions, or additions to these sections shall be made by the Consultant without approval by the City before inclusion in the final specifications. Final bid specifications shall be prepared in an 8-1/2" x 11" size format, single-spaced, single-sided and unbound. The Consultant shall coordinate the special provisions of the bid package to be compatible with the City's Boilerplate and Supplemental General Conditions.

3. During the preparation of construction documents, the Consultant shall inform the City in writing of any adjustments to previous construction cost estimates indicated by changes in scope, requirements, or market conditions.

4. The Consultant shall comply with all applicable federal, state, and local laws and codes in effect at the time the drawings, plans and specifications are approved by the City. The Consultant shall notify the City of any code changes that occur during the life of this Design Contract that will impact the project.

5. No later than ten calendar days prior the first advertisement date for the project bid, the Consultant shall ensure that the plans prepared by the utility companies have been incorporated into the final plans set.

6. Toward the end of the 60% plans phase, the Consultant shall hold a plan coordination meeting between the Consultant and the Subconsultants to review and address coordination and integration of the plans provided by the various disciplines. The Consultant shall invite the project manager to attend

this meeting.

7. Upon completion of construction plans, specifications and Contract documents, the Consultant shall provide, at no expense to the City, three (3) sets of all design calculations, including structural, mechanical, electrical and plumbing, and three (3) complete sets each of construction drawings, plans specifications and Contract documents for review and approval by the appropriate City agencies. These documents must be sealed and signed by the appropriate responsible party.

8. With the submission of the construction plans, specifications and Contract documents, the Consultant shall submit three (3) copies of a detailed project cost estimate.

9. The Consultant shall coordinate the building permit process and assist in filing the required documents to secure approval of all governmental authorities having jurisdiction over the design of the project. All original filing and approval fees shall be paid by the City or reimbursed to the Consultant if paid by Consultant.

10. The Consultant shall incorporate all corrections received from the reviewing entities into the final bid set of Contract documents. If required, the Consultant shall resubmit the revised plans to Project Manager for approval. Also, if required by the project manager, the Consultant shall submit a revised cost estimate reflecting the modification made for this final submittal.

11. Upon approval by the City of complete drawings, plans, and specifications, the Consultant shall deliver to the City the final original copy of the final specifications. These documents shall be sealed and signed by the appropriate responsible party.

12. The Final Design Phase will be considered complete when the City has approved the final submitted plans and specifications, agrees that the cost estimate is within the established project budget, and agrees that the plans are permit-ready.

E. Bid Phase

1. No later than eighteen calendar days prior to the first advertisement date of the project bid, the Consultant shall prepare and submit a detailed construction cost estimate of the project. This cost estimate for the base bid shall be prepared in sufficient detail to identify all trades required for the project, as well as estimated cost for those trades. The cost estimate should follow the Construction Specification Institute divisions. The Consultant shall not furnish the estimate to any one other that the City.

2. The Consultant may attend and prepare meeting minutes for the pre-bid conference, any other related meetings, and prepare all necessary addenda related to documents originated by the Consultant in a format approved by the City. The City will be responsible for distributing all addenda.

3. The Consultant shall be responsible for responding to questions regarding the plans and specifications. Consultant shall receive, review and approve/disapprove request for substitutions, and incorporate these substitution requests into the addenda as required.

4. The Consultant shall submit their final design plans including all design addenda on an electronic medium immediately useable and compatible with City of Buckeye "City CADD" technology. The resulting image produced on the viewing screen shall include all title blocks, borders, details and notes that are visible on full-size originals or blue lines. The CADD files should be accessible for reading and plotting. One copy of the final specifications including all addenda shall be submitted in print and on a computer disc compatible with City work processing standards.

Copies of documents that may be relied upon by the City are limited to the printed copies (also known as hard copies) that are signed and sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by the Consultant to the City are only for the convenience of the City. Any conclusion or information obtained or derived from such electronic files will be at the City's sole risk.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. The Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by the City.

5. The Bid Phase will be considered completed when the project construction bid has been awarded by the City Council and final construction documents have been received on electronic media.

E. GENERAL CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES

1. Consultant may perform Construction Administration and Inspection services on the project assignments released under this Contract according to the direction and standards of the City.

2. The Consultant may attend the pre-construction conference which will be arranged and called for by the City; be prepared to respond to questions; and prepare a "Record of Preconstruction Conference" which will be distributed to all attendees. Consultant will attend project meetings as necessary to maintain the project budget and schedule; chair periodic regular meetings on site and any additional meetings as requested by the City; set agendas and prepare and distribute minutes.

3. If required, Consultant shall furnish the services of a competent inspector during the progress of construction. The Consultant shall coordinate the inspection, facilitate the work in general, and perform miscellaneous inspection work as required to assure that the work is constructed in accordance with the Contract documents and accepted standards of the construction industry. The Consultant shall not have the direct control of the individual workmen and their work. The direct control shall be solely the

responsibility of the Consultant (referred to as "Consultant"), to the extent provided by the Contract between the City and the Consultant.

4. If required, Consultant shall provide Construction Administration and Inspection as required for substantial compliance with the Contract documents. Consultant will keep the City informed of the progress of the work, endeavor to guard the City against defects and deficiencies in the work of the Consultant, and shall reject or stop work, as appropriate, failing to conform to the Contract documents. The Consultant or Consultant's authorized representative shall keep adequate project records and field reports of work during construction.

5. If required, Consultant shall make recommendations to the City on matters relating to the interpretation of the Contract documents.

6. If required, Consultant shall review the Consultant's submittal schedule which will list all submissions required by Contract documents.

7. If required, Consultant shall establish a submittal control sheet to monitor the timeliness of Consultant submissions, and review and make recommendations to the City relating to the execution and progress of the project.

8. If required, Consultant shall provide the necessary survey controls for the Consultant's guidance and verify the correctness of the work as it progresses.

9. If required, Consultant shall review and monitor schedules; and review and approve or take other appropriate action on samples, shop and setting drawings; coordinate testing, review and make recommendations on reports from testing laboratory(s), and other submissions for conformance with the design concept of the project and for compliance with the information given by the Contract documents.

10. If required, Consultant shall monitor and log Consultant correspondence and provide the City with all documents, reports and correspondence pertaining to the project.

11. If required, all construction testing shall be done under the supervision of the Consultant.

12. If required, Consultant shall submit reports of the job site visit which will summarize the activities at the time of the visit and progress made since the last visit. These reports will be submitted to the City bi-weekly.

13. If required, Consultant shall make construction monthly progress reports to the City covering the general progress of the project and describing any problems or factors contributing to delay and recommending solutions or resolutions where appropriate.

14. If required, Consultant shall review and make recommendations to the City on all claims of the Consultant for extra work not covered in the Contract documents, and the recommendations shall be jointly reviewed by the Consultant and the City for final decisions. The Consultant will prepare construction change orders for approved extra work and time extensions not covered in the Contract documents brought about by Consultant(s) claims.

15. For all changes, additions or deletions requested by the City, the Consultant will obtain all information required and present Consultant's recommendations. The City will either approve or deny the recommendation.

16. If required, Consultant will verify the amount owed to the Consultant and will sign and issue an "Estimate for Payment," in such amount. This "Estimate for Payment" will constitute a representation to the City that the work has progressed to the point indicated. By issuing an "Estimate for Payment," Consultant will also represent to the City that, to the best of Consultant's knowledge, information, and belief, based on what Consultant inspections and observations have reveals, the quality of the work is in substantial accordance with the Contract documents.

17. If required, Consultant will attend joint inspections with the City to determine the dates of substantial and final completion and so inform the City Engineer in writing, when completed. After acceptance of the project by the City, Consultant will promptly issue a final "Estimate for Payment," with two completed and signed copies.

F. The Consultant may be required to perform any of the following if defined in an issued Task Order as follows:

1. Conduct final close-out inspections(s), prepare a project punch list including the owner's concerns, and verify that the items indicated on the list are corrected prior to final acceptance.

2. Verify that all documentation required of the Consultant per the construction contract has been submitted and is acceptable to the City.

3. Review, assemble and provide all warranties, files, operating manuals, logs and other closeout paperwork as described in the project specifications at the completion of the project.

4. Verify that all correspondence, shop drawings, directives, and RFI's, are delivered to the City.

5. Review and approved all lien waivers prior to the final payment to the Consultant.

6. Prepare and turn over to the City "Project record" conditions. These Records shall be signed and certified as accurate by the Consultant.

7. Verify that additional construction materials are delivered to the City by the Consultant.

8. Evaluate the Consultant's performance.

G. The Consultant shall furnish the City a letter recommending acceptance of the work, however, the City shall retain the right to determine when, and if, the construction work appears to be accomplished in accordance with the drawings, plans and specifications. In this respect, the construction work may be inspected at any time by the City or an authorized representative(s).

EXHIBIT B:
FEE SCHEDULE

Building Plan Check Fees

Fees for comprehensive plan reviews, performed at SCA offices, will be equal to sixty- five percent (65%) of the plan review fees as calculated per the jurisdiction. The City will provide SCA with jurisdiction plan review fees (project-by-project) for use in calculating SCA's fees. In return, invoicing will be done on a monthly basis with detailed description of each project.

The above fee covers all services associated with the typical plan review, including:

- Pick – up and delivery of design documents to the jurisdiction.
- First, second and quick third reviews to approve projects.

Extensive plan reviews (longer third reviews or more) may be required to be charged on an hourly rate shown on the next page. Further, smaller projects that take one or more reviews may also be charged at an hourly rate when agreed upon with the Chief Building Official. Pre-application, pre-construction, or additional meeting attendance that is necessary for unusual or complex projects may also be charged at the same hourly rate schedule.

If an expedited plan review is requested, the turn-around time can be as quick as a single day, but these types of review schedules are typically determined based on the complexity of the project and the availability of SCA staff to complete the review. Fees for expedited reviews will be negotiated directly with City's Building Official prior to beginning the review and will be a fixed fee based on determined complexity of the project, availability of SCA staff and requested expedited turnaround schedule.

If plan review staff is required to provide support in City's offices, they will be charged hourly per the hourly rates.

Building Inspection Services and Fees

SCA will provide qualified ICC Certified building inspectors as needed to the City, within the next day, if requested by noon on the previous business day. Any inspector sent to the City will need to be interviewed and/or accepted by the Building Department staff prior to their commencement of inspections on behalf of the jurisdiction, as we want our staff to be appropriately qualified for and clear of City of Buckeye's expectations. Our inspection staff will be expected to input each day's inspection results within the City's permit software at the end of daily inspections. SCA inspectors will be available to answer questions by phone or email from contractors and homeowners regarding correction items and are available to attend pre-construction meetings as needed.

The building inspection fees will be based on an hourly rate found on the next page, with final rates for each inspector being based on certifications and experience, that will assist in determining agreed upon rates per the table. We provide ranges on inspection services to reflect options related to number of certificates and level of experience provided to the City.

Hourly Rates

Inspection invoices will be submitted to the jurisdiction on a monthly basis (with the building plan review fees for the same previous month) and be based on hourly rates described below.

Fees for inspection services, Plans Examiners (outside of percentage-based fees), and Permit Technicians shall be billed at the following hourly rates:

Job Title	Hourly Rate
In-House Plan Review	$100
In-House Code Training	$150
Principal	$150
Senior Plan Review Engineer/Architect	$125
Plans Examiner	$100
Senior Fire Protection Engineer/Fire Inspector	$150
Fire Protection Engineer/Fire Inspector	$140
Permit Technician	$45-55
Clerical Support	$45
Acting Supervisor of Inspectors (I.O.R.)**	$100-115
Senior Inspector**	$90-100
Inspector II**	$80-90
Inspector I**	$70-80
Inspector in Training	$50-70

Overtime will not be charged for any plan review services, but SCA does reserve the right to negotiation additional fees for major re-designs or consistently incomplete responses to initial plan review comments (as agreed upon mutually with the jurisdiction). Inspection overtime services will be charged as stated above (see qualifying statement below.)

**** Hours for inspections in excess of 8 hours (per day) will be billed as overtime at the rate shown above. When inspection overtime is requested, on days when inspector has not already performed inspections on the site (i.e., weekends, holidays, etc.), inspection overtime services will be provided in 4-hour minimum segments.**

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

CATEGORY 15: BUILDING PLAN REVIEW
CATEGORY 17: BUILDING INSPECTION SERVICES

WILLDAN ENGINEERING
Contract No: 2022003A.50

THIS CONTRACT, ("Contract") is entered into by and between the CITY OF BUCKEYE, an Arizona municipal corporation, hereafter called (the "CITY") and Willdan Engineering, an Arizona corporation, hereafter called ("CONSULTANT").

RECITALS

The CITY OF BUCKEYE, Arizona, is authorized and empowered by the City Code to execute contracts.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, The City and Consultant agree as follows:

This Contract shall be in full force and effect only when it has been approved as required by the City Code and executed by the duly authorized City officials.

1.0 SCOPE OF SERVICES

The City desires to obtain Professional Architectural and Engineering services for City-wide Improvement projects. In accordance with the contract documents, including the General Scope of Services, Requirements, and Standards attached to this contract as Exhibit A, a specific scope of services shall be negotiated for each project and executed by individual Task Orders. Services provided by the Consultant under this agreement shall be performed in a manner consistent with that degree of care and skills ordinarily exercised by members of the same profession currently practicing under similar conditions.

The Consultant shall perform all services within the cost and time frames defined in executed Task Orders, and comply in all respects, with the terms, conditions, and requirements described herein for the consideration stipulated, and in compliance with applicable Federal, State and City Codes. Services at the City's request may include, in general, but are not limited to the following:

1.1 CATEGORY 15: Building Plan Review – May include but not limited to the following services:

- Plan Check for complex construction of buildings and structural, to include, Commercial, Industrial and Residential Construction.
- Plan review may include; structural, architectural, grading, energy, electrical, mechanical, plumbing, and specifications summited as part of a building permit.

- Work may include; review of plan and specifications, drafting of written corrections and redlining of plans, communicating both orally and in writing to the applicant and providing code interpretation.
- The selected firm(s) may be required to work at City Hall or within another facility within the City of Buckeye.
- Attend Comment Resolution meetings, virtual or in person, at no additional cost as part of the plan review fee.

1.2 CATEGORY 17: Building Inspection Services – May include but not limited to the following services:

- Building Construction inspection services to ensure construction conforms to the approved plans and the standards and codes adopted by the City of Buckeye.
- Provide written documentation of inspections performed, issuance of stop work orders, and notices of corrections.
- The selected firm(s) must be able to provide inspection services within 24-hour notice.
- Perform inspections virtual or in person.

A detailed scope of services will be prepared for each individual project by the Consultant and submitted to the City. Requests for services will be issued in the form of a written Task Order ("Task Order") document initiated by the Manager, Construction and Contracting. The Task Order will include a description of the project, detailed scope of services, project schedule, and the approved fee. The Consultant should receive prior approval from the Manager, Construction and Contracting prior to commencement of services on project assignments released under this Contract.

2.0 FEES AND PAYMENTS

2.1 REGISTRATION REQUIREMENT IN VENDOR SELF SERVICE (VSS)

In order to do business with the City, register at https://selfservice.buckeyeaz.gov/MSS. Please be aware vendors that do not register and verify their information, including uploading a W-9 form to their profile, may experience delays in processing of invoices and will not be able to do business with the City.

2.2 FEE SCHEDULE

Consultant shall be paid according to the fee schedule set forth in Exhibit B. Each “Task Order” over One Hundred Thousand Dollars ($100,000.00) shall be subject to City Council Approval.

2.3 PAYMENT APPROVAL

The time spent for each task shall be recorded and submitted to the Contracting Officer. Consultant shall maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and make such materials available at all reasonable times during the contract period.

Monthly payments shall be made to the Consultant on the basis of a progress report prepared and submitted by the Consultant for work completed through the last day of the preceding calendar month. Each task shall be subject to review and approval by the Contracting Officer to determine acceptable percentage of completion.

The Contracting Officer reserves the exclusive right to determine the amount of work performed and payment due the Consultant on a monthly basis.

All charges must be approved by the Contracting Officer prior to payment.

3.0 GENERAL TERMS AND CONDITIONS

3.1 CONTRACTING OFFICER

The Contracting Officer for the City shall be the Contracting Officer in the Construction and Contracting Division or designee. The Contracting Officer shall oversee the performance of this Contract; assist the Consultant in contacting members associated with the project, audit billings, and approve payments. The Consultant shall submit all reports and special requests through the Contracting Officer.

3.2 TERM OF CONTRACT

The Contract initial term is established for a one (1) year term commencing on the date of execution with automatic renewals, unless otherwise terminated by either party, for four (4) additional one-year terms. Consultant shall provide services under the contract for specific project assignments with a Task Order issued no later than the final day of the effective Contract terms.

3.3 TERMINATION OF CONTRACT

The City has the right to terminate this Contract or abandon any portion of a Task Order, which has not been performed by the Consultant.

Termination for Convenience: City and Consultant reserve the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Consultant shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and Subconsultants to cease such work. As compensation in full for services performed to the date of such termination, the Consultant shall receive a fee for the percentage of services actually completed. This fee shall be in the amount to be mutually agreed upon by the Consultant and the City, based on the agreed Scope of Work and the value to the City of the services completed. If there is no mutual agreement, the Contracting Officer shall determine the percentage of completion of each task detailed in the Scope of Work and the Consultant's compensation shall be based upon such determination. The City shall make this final payment within sixty (60) days after the Consultant has delivered the last of the partially completed items. Consultant shall not be paid for any work done after receipt of the notice of termination, or for any costs incurred by Consultant's suppliers or Subconsultants, which Consultant could reasonably have avoided.

Termination for Cause: City may also terminate this contract or any part hereof with seven (7) days written notice for cause in the event of any default by the Consultant, or if the Consultant fails to comply with any of the material terms and conditions of this contract. By way of example and not limitation, unsatisfactory performance as judged by the Contracting Officer and failure to provide City, upon written request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause. In the event of termination for cause, City shall not be liable to Consultant for any amount after the issuance of written notice, and Consultant shall be liable to City for any and all damages sustained by reason of the default that gave rise to the termination.

In the event Consultant is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving written notice to the Consultant.

In the event the City shall terminate this Contract or any part of the services as herein provided, the City shall notify the Consultant in writing, and immediately upon receiving such written notice, the Consultant shall discontinue advancing the work under this Contract and/or awarded Task Order.

Upon such termination or abandonment, the Consultant shall deliver to the City all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City.

The Consultant shall appraise the work it has completed and submit its appraisal to the City for evaluation.

If through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

3.4 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal period, or at the time that funds are no longer available to meet the City's payment obligations hereunder. The City agrees to give written notice of termination to the Consultant at least thirty (30) days prior to any termination for a lack of funds and will pay to the Consultant all approved charges incurred prior to Consultant's receipt of such notice, subject to the availability of funds therefore.

3.5 AUDIT

The City may audit all of the Consultant's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place.

Consultant's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Consultant or any of his payees pursuant to the execution of the contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Consultant's Records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

Consultant shall require all Subconsultants, to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Consultant and payee. Such requirements will also apply to any and all Subconsultants.

If an audit in accordance with this article, discloses overcharges, of any nature, by the Consultant to the City in excess of five percent (5%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Consultant.

Any adjustments and/or payments, which must be made as a result of any, such audit or inspection of the Consultant's invoices and/or records, shall be made within a reasonable amount of time (not to exceed 60 days) from presentation of City's findings to Consultant.

3.6 OWNERSHIP OF PROJECT DOCUMENTS

All documents, including but not limited to, field notes, design notes, tracings, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, which are prepared in the performance of this Contract will become and are the property of City.

3.7 COMPLETENESS AND ACCURACY

The Consultant shall be responsible for the accuracy of its work, including but not limited to, survey work, reports, supporting data, and drawings, sketches, etc. prepared or compiled pursuant to this Contract and shall correct, at its expense, all negligent errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to the engineering errors shall be chargeable to the Consultant. Additional Scope(s) of work which may be added to the Task Order shall not be considered the responsibility of the Consultant unless the need for same was created solely by any negligent error, omission, or negligent act of the Consultant and does not result in betterment to the City. The fact that the City has accepted or approved the Consultant's work shall in no way relieve the Consultant of any of its responsibilities.

3.8 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, which shall be deemed

to have accrued from the commencement of such action.

3.9 SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon the Consultant, its successors and assigns, including any individual, company, partnership, or other entity with or into which the Consultant shall merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which the Consultant shall sell its assets.

3.10 ASSIGNMENT

Services covered by this Contract shall not be assigned or subcontracted in whole or in part without the prior written consent of the Contracting Officer.

3.11 SUBCONSULTANTS

During the performance of the Contract, the Consultant may engage such additional Subconsultants as may be required for the timely completion of this Contract. The addition of any Subconsultants shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Consultant.

3.12 ALTERATIONS OR ADDITIONS TO SCOPE OF SERVICES

The total scope of Services to be performed in accordance with this Contract will be identified in each Task Order. Services, which are not included in this Contract, will be considered Additional Services. The Consultant shall not perform these Additional Services without written authorization in the form of an approved Change Order from the City.

3.13 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

3.14 CONFLICT OF INTEREST

This Contract is subject to cancellation pursuant to the provisions of A.R.S. 38-511.

3.15 FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or

earthquakes.

3.16 TAXES

The fee listed in this Contract includes any and all taxes applicable to the activities hereunder. The City shall have no obligation to pay additional amounts for taxes of any type.

3.17 ADVERTISING

No advertising or publicity concerning the City using the Consultant's services shall be undertaken without prior written approval of such advertising or publicity by the Contracting Officer.

3.18 COUNTERPARTS

This Contract may be executed in one or more counterparts, and each executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

3.19 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein.

3.20 ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona.

3.21 EQUAL EMPLOYMENT OPPORTUNITY

The Consultant shall comply with Executive Order No. 11245, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

3.22 NOTICES

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

On behalf of the Consultant:

Autumn Wollmann, Deputy Director of Building Safety
Willdan Engineering
1440 E. Missouri Avenue, Suite C170
Phoenix, AZ 85014
P: (602) 870-7600 x 1819
awollmann@willdan.com

On behalf of the City:

Christopher A. Williams, Manager
Construction and Contracting Division
530 East Monroe Ave.
Buckeye, AZ 85326
P: (623) 349-6225
cwilliams@buckeyeaz.gov

With a copy to:

Gust Rosenfeld, P.L.C.
One E. Washington, Suite 1600
Phoenix, AZ 85004-2553
Attention: Sheila Schmidt
P: (602) 257-7432
F: (602) 254-4878

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

3.23 INDEPENDENT CONSULTANT

The services Consultant provides under the terms of this Contract to the City are that of an Independent Consultant, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Consultant may be subject to I.R.S. provisions for payment of estimated income tax. Consultant is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

3.24 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant shall indemnify 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) are caused by 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 Subconsultant in the performance of this Contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

3.25 E-VERIFY REQUIREMENTS

To the extent applicable under Arizona Revised Statues § 41-4401, the Consultant and its Subconsultants warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. Revised Statues. § 23-214(A). The Consultant or Subconsultant’s breach of the above-mentioned warranty shall be deemed a material breach of the Contract and may result in the termination of the Contract by the City of Buckeye. The City of Buckeye retains the legal right to randomly inspect the papers and records of the Consultant or Subconsultant employee who work on the Contract to ensure that the Consultant and its Subconsultants are complying with the above-mentioned warranty.

The Consultant and its Subconsultants warrant keeping the papers and records open for random inspection during normal business hours by the City. The Consultant and its Subconsultants shall cooperate with City's random inspections including granting the City’s entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

3.26 SCRUTINIZED BUSINESS OPERATIONS

Pursuant to Arizona Revised Statues §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in ARIZ. Revised Statues § 35-391 or and 35-393, as applicable. If the City determines that the Consultant submitted a false Certification, the City may impose remedies as provided by law including terminating this Contract.

3.27 COMPLIANCE WITH LAWS

In performing any work required hereunder, Consultant shall comply with all applicable laws, ordinances, and codes of Federal, State and local governments, in effect during this Contract.

3.28 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 Eligible Procurement Unit and the Consultant or Contractor. 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.

4.0 INSURANCE

A Standard Accord Certificate of Insurance is acceptable provided it contains the additional language and deleted language as required in this contract. Failure to provide a Certificate of Insurance with the appropriate verbiage as required by this contract will result in rejection of the Certificate and delay contract execution.

Additionally, Certificates of Insurance submitted without referencing a Contract number will be subject to rejection and returned or discarded.

4.1 Insurance Representations and Requirements

4.1.1 General: Consultant agrees to comply with all City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Buckeye. Failure to maintain insurance as specified may result in termination of this Contract at City of Buckeye's option.

No Representation of Coverage Adequacy: By requiring insurance herein, City of Buckeye does not represent that coverage and limits will be adequate to protect Consultant. City of Buckeye reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but have 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 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 Contract.

4.1.2 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 contract, City of Buckeye, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this agreement.

4.1.3 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 subject contract is satisfactorily performed, completed and formally accepted by the City of Buckeye, unless specified otherwise in this Contract.

4.1.4 Primary Insurance: Consultant's insurance shall be primary insurance as respects performance of subject contract and in the protection of City of Buckeye as an Additional Insured.

4.1.5 Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

4.1.6 Waiver: All policies, except Professional Liability insurance, shall contain a waiver of rights of recovery (subrogation) against City of Buckeye, its agents, representatives, officials, directors, officers, and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.1.7 Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage, which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to City of Buckeye. Consultant shall be solely responsible for any such deductible or self-insured retention amount. The City of Buckeye, at its option and cost, may require Consultant to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.1.8 Use of Subconsultants: If any work under this agreement is subcontracted in any way, Consultant shall execute written agreement with Subconsultant containing the same Indemnification Clause and Insurance Requirements set forth herein protecting City of Buckeye and Consultant. Consultant shall be responsible for executing the agreement with Subconsultant and obtaining Certificates of Insurance verifying the insurance requirements.

4.1.9 Evidence of Insurance: Prior to commencing any work or services under this Contract, Consultant shall furnish City of Buckeye with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable Insurers as specified herein and provide the required coverage(s), conditions, and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Buckeye shall reasonably rely upon the Certificate of Insurance 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. Such certificates shall identify the Contract work number and be sent to the designated City of Buckeye- Contracting Officer. If any of the above cited policies expire during the life of this Contract, it shall be Consultant's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

1. City of Buckeye, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

A) Commercial General Liability - Under ISO Form CG 20 10 11 85 or equivalent.
b) Auto Liability- under ISO Form CA 20 48 or equivalent.
c) Excess Liability- Follow Form to underlying insurance.

2. Consultant's insurance shall be primary insurance as respects performance of subject contract.

3. All policies, except Professional Liability, waive rights of recovery (subrogation) against City of Buckeye, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Consultant under this contract.

4. Certificate shall cite a 30-day advance notice cancellation provision. If ACORD Certificate of Insurance form 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.

4.2 Required Coverage

4.2.1 Commercial General Liability: 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, and independent Consultants, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insureds clause. To the fullest extent allowed by law, for claims arising out of the performance of this contract, the City of Buckeye, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under Insurance Service Offices, Inc. Commercial General Liability Additional Insured Endorsement form CG 20 10 11 85, 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 paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope then underlying insurance.

4.2.2 Professional Liability: If the Contract is the subject of any professional services or work, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Contract, Consultant shall maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liable, with liability insurance limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the work or services, and Consultant shall be required to submit

Certificates of Insurance evidencing proper coverage is in effect as required above.

4.2.3 Vehicle Liability: Consultant shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on Consultant's owned, hired, and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Contract. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this contract, the City of Buckeye, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope then underlying insurance.

4.2.4 Worker's Compensation Insurance: Consultant shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of work or services under this Contract and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

Umbrella/Excess Liability: Umbrella/Excess Liability insurance with a limit of not less than $2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above.

5.0 SOFTWARE LICENSES

As to all software licenses provided to the City as part of Consultant's obligations under this Contract, the following provisions apply:

5.1 SOURCE CODE AVAILABILITY

Consultant shall furnish City, without charge, a single copy of the Source Code for the Software immediately upon the occurrence of any of the following:

1. Consultant becomes insolvent; or

2. Consultant ceases to conduct business; or

3. Consultant makes a general assignment for the benefit of creditors; or

4. A petition is filed in Bankruptcy by or against Consultant.

5.1.1 Use of the Source Code shall be subject to the same restrictions as to which the Software itself is subject.

5.1.2 City shall have the right to modify Source Code in any manner it deems appropriate, provided that the Source Code as modified shall remain subject to the restrictions set forth in immediately above.

5.2 PROPRIETARY PROTECTION

5.2.1 City acknowledges that to the extent Consultant advises the City that the Software is confidential information or is a trade secret property of the Consultant, the Software is thereby disclosed on a confidential basis under this Contract and is to be used only pursuant to the terms and conditions set forth herein.

5.2.2 Consultant shall not use or disclose any knowledge, data or proprietary information relating to CITY obtained in any manner whatsoever.

5.2.3 To the extent permitted by Arizona Law, the parties agree, both during the term of this Contract and for a period of seven (7) years after termination of this Contract and of all licenses granted hereunder, to hold each other's confidential information in confidence. The parties agree, unless required by government regulations or order of court, not to make each other's confidential information available in any form to any third party or to use each other's confidential information for any purposes other than the implementation of this Contract provided, however, that if Consultant's confidential information is requested to be divulged under the provisions of the Arizona Public Records Act, A.R.S., Title 39, Consultant shall reimburse to City the full cost of City's refusal to release the information, including costs of litigation, City's attorney fees, fines, penalties or assessments of opposing party's attorney fees. Each party agrees to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the provisions of this Contract.

5.3 NON-INFRINGEMENT

Consultant warrants that the Software provided hereunder does not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary or property right of any person or entity. In the event of a claim against City asserting or involving such an allegation, Consultant will defend, at Consultant's expense, and will indemnify City and hold City harmless against any loss, cost, expense (including attorney fees) or liability arising out of such claim, whether or not such claim is successful. In the event an injunction or order should be obtained against use of the Software by reason of the allegations, or if in Consultant's opinion the Software is likely to become the subject of such a claim of infringement, Consultant will, at its option and its expense: (I) procure for the City the right to continue using the Software; or (ii) replace or modify the same so that it becomes non-infringing (such modification or replacement shall be functionally equivalent to the original); or (iii) if neither (i) nor (ii) is practicable, repurchase the Software on a depreciated basis utilizing a straight line five (5) year period, commencing on the date of acceptance.

5.4 THIRD PARTY LICENSE

Consultant shall sublicense to City any and all third party Software required in the execution of this Contract. City reserves the right to accept or reject third party license terms. If the City rejects the terms

of a third party license, it shall be Consultant's responsibility to negotiate acceptable terms or to supply Software from another source with terms acceptable to City. City's acceptance of the third party license terms shall not be unreasonably withheld.

6.0 SEVERABILITY AND AUTHORITY

6.1 SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

6.2 AUTHORITY

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each party has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Contract.

6.3 ISRAEL COMPLIANCE

Pursuant to Arizona Revised Statute § 35-393.01, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel.

[Signature page follows]

A. General Scope of Services
B. Fee Schedule

Contract No.: 2022003A.50

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

CITY OF BUCKEYE

_____
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

CONSULTANT:
WILLDAN ENGINEERING

Autumn Wollmann
_____
Autumn Wollmann, Deputy Director of Building Safety

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAoRzJjLDMd-u_4SlfyalLS7dFV4rp10Xl

EXHIBIT A
GENERAL SCOPE OF SERVICES REQUIREMENTS AND STANDARDS

GENERAL SCOPE OF SERVICES REQUIREMENTS AND STANDARDS

Consultant's services involving design, construction administration and inspection services shall include, but are not limited to, the following general requirements and standards, unless otherwise provided for in the individual scope of services incorporated as a part of the project assignment Notice(s) to Proceed released under this Contract.

DESIGN SERVICES –GENERAL PROJECTS

The Consultant shall prepare plans, specifications, cost estimates and special provisions according to direction and standards of the City. All work shall be performed within the City of Buckeye.

A. General Project Administration

1. The Consultant shall attend project meetings as necessary to maintain the project budget and schedule; chair periodic regular meetings as requested by the City, set agendas and prepare and distribute meeting minutes. Meetings under basic services include:

A) Meetings with City staff and Management.
B) Meetings required obtaining a permit.
C) Meetings with internal oversight committees.

1. The Consultant shall coordinate with private, public and City utilities regarding standard utility issues and incorporate pertinent information in the plans.

2. The Consultant shall be responsible for submission and retrieval of all required Contract documents to the various reviewing agencies required under the project.

3. The Consultant shall prepare and maintain a project schedule after meeting with the project manager to determine appropriate submittal deadlines and to coordinate project submissions.

4. When applicable, the Consultant shall be responsible for obtaining or assisting the City in obtaining all federal, state, county, local and utility permits and approvals required for the project. As the project progresses, the Consultant shall timely furnish to the City copies of all communications between the Consultant and the respective agency or department related to the Contract and all approvals and permits for the projects.

5. If requested, the Consultant shall prepare necessary exhibits and make a presentation as deemed necessary by the Project Manager.

6. The Consultant shall avoid specification of construction materials known to be hazardous or potentially hazardous, including asbestos, lead or any derivative thereof, unless specifically approved in writing by the City.

7. The Consultant shall submit a written monthly "Design and Progress Report" to the City during the entire period of design.

B. 30% Plans Phase

1. The Consultant shall consult with City staff to ascertain information needed to meet the requirements of the project and shall confirm such requirements in writing and/or by sketch to the City.

2. The Consultant shall be responsible for establishing a pre-design meeting for design reviews with the City a minimum of two weeks prior to completion of schematic design. The Consultant will submit Three (3) copies of the preliminary site plan to the City at the time the request for a meeting is made.

3. The Consultant shall prepare a schedule for City approval of all required submittals for City review(s) based upon information from the pre-design meeting and current City published review times.

4. The Consultant shall prepare preliminary design studies leading to a recommended solution together with a general description of the project and shall, at no further expense to the City, submit three (3) sets of same to the City with written construction, cost estimates. The Consultant shall present these studies and estimates to the City for review, comments and approval.

5. The 30% Plans Phase will be considered completed when the City has approved the preliminary design plans and the construction cost estimate for the submitted plans is within the project construction budget.

C. 60% Plan Phase

1. After the 30% plans and construction cost estimate are approved in writing by the City, the Consultant shall prepare the 60% plans documents. These documents will consist of preliminary plans, elevations, other drawings, and specifications to fix and illustrate the size and character of the entire project including the kinds of materials; type of structure; mechanical, electrical, computer and telecommunications systems; and such other work as may be appropriate.

2. The Consultant shall design the project so that the construction shall conform to the requirements of Title 34, Arizona Revised Statutes regulating public buildings and improvements, as well as other applicable statutes and regulations.

3. Toward the end of the 60% Plans Phase, the Consultant shall hold a plan coordination meeting between the Consultant and the Subconsultants to review and address coordination and integration of the plans provided by the various disciplines. The Consultant shall invite the Project Manager to attend

this meeting.

4. After completion of the 60% Plans Phase, the Consultant shall, at no further expense to the City, deliver three (3) sets of the 60% drawings and plans, three (3) sets of the specifications, and three (3) sets of the detailed project cost estimates. The Consultant shall present all documents to the City for review, comment, and approval. If requested by the City, Consultant shall provide other design support documentation (i.e., structural, irrigation or earthwork calculations).

5. The 60% Plans Phase will be considered complete once the City has approved the submitted design development plans, agrees that the construction cost estimate is within the established project budget, and agrees that the Consultant is meeting the submittal dates for City documents as identified in the 30% Plans Phase schedule.

D. 90% Final Plans Phase

1. After the 60% plans and construction cost estimate have been approved in writing by the City, the Consultant shall prepare final, permit-ready construction drawings, plans, and specifications.

2. The consultant shall prepare its drawings in AutoCAD format compatible with the City (or other department as specified in the project assignment notice to proceed) CADD technology using City layering standards. The drawing format will be a 24" x 34" sheet size unless otherwise authorized in writing by the City. The City shall provide the City's Boilerplate and Supplemental General Conditions sections for the project specifications. No changes, deletions, or additions to these sections shall be made by the Consultant without approval by the City before inclusion in the final specifications. Final bid specifications shall be prepared in an 8-1/2" x 11" size format, single-spaced, single-sided and unbound. The Consultant shall coordinate the special provisions of the bid package to be compatible with the City's Boilerplate and Supplemental General Conditions.

3. During the preparation of construction documents, the Consultant shall inform the City in writing of any adjustments to previous construction cost estimates indicated by changes in scope, requirements, or market conditions.

4. The Consultant shall comply with all applicable federal, state, and local laws and codes in effect at the time the drawings, plans and specifications are approved by the City. The Consultant shall notify the City of any code changes that occur during the life of this Design Contract that will impact the project.

5. No later than ten calendar days prior the first advertisement date for the project bid, the Consultant shall ensure that the plans prepared by the utility companies have been incorporated into the final plans set.

6. Toward the end of the 60% plans phase, the Consultant shall hold a plan coordination meeting between the Consultant and the Subconsultants to review and address coordination and integration of the plans provided by the various disciplines. The Consultant shall invite the project manager to attend

this meeting.

7. Upon completion of construction plans, specifications and Contract documents, the Consultant shall provide, at no expense to the City, three (3) sets of all design calculations, including structural, mechanical, electrical and plumbing, and three (3) complete sets each of construction drawings, plans specifications and Contract documents for review and approval by the appropriate City agencies. These documents must be sealed and signed by the appropriate responsible party.

8. With the submission of the construction plans, specifications and Contract documents, the Consultant shall submit three (3) copies of a detailed project cost estimate.

9. The Consultant shall coordinate the building permit process and assist in filing the required documents to secure approval of all governmental authorities having jurisdiction over the design of the project. All original filing and approval fees shall be paid by the City or reimbursed to the Consultant if paid by Consultant.

10. The Consultant shall incorporate all corrections received from the reviewing entities into the final bid set of Contract documents. If required, the Consultant shall resubmit the revised plans to Project Manager for approval. Also, if required by the project manager, the Consultant shall submit a revised cost estimate reflecting the modification made for this final submittal.

11. Upon approval by the City of complete drawings, plans, and specifications, the Consultant shall deliver to the City the final original copy of the final specifications. These documents shall be sealed and signed by the appropriate responsible party.

12. The Final Design Phase will be considered complete when the City has approved the final submitted plans and specifications, agrees that the cost estimate is within the established project budget, and agrees that the plans are permit-ready.

E. Bid Phase

1. No later than eighteen calendar days prior to the first advertisement date of the project bid, the Consultant shall prepare and submit a detailed construction cost estimate of the project. This cost estimate for the base bid shall be prepared in sufficient detail to identify all trades required for the project, as well as estimated cost for those trades. The cost estimate should follow the Construction Specification Institute divisions. The Consultant shall not furnish the estimate to any one other that the City.

2. The Consultant may attend and prepare meeting minutes for the pre-bid conference, any other related meetings, and prepare all necessary addenda related to documents originated by the Consultant in a format approved by the City. The City will be responsible for distributing all addenda.

3. The Consultant shall be responsible for responding to questions regarding the plans and specifications. Consultant shall receive, review and approve/disapprove request for substitutions, and incorporate these substitution requests into the addenda as required.

4. The Consultant shall submit their final design plans including all design addenda on an electronic medium immediately useable and compatible with City of Buckeye "City CADD" technology. The resulting image produced on the viewing screen shall include all title blocks, borders, details and notes that are visible on full-size originals or blue lines. The CADD files should be accessible for reading and plotting. One copy of the final specifications including all addenda shall be submitted in print and on a computer disc compatible with City work processing standards.

Copies of documents that may be relied upon by the City are limited to the printed copies (also known as hard copies) that are signed and sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by the Consultant to the City are only for the convenience of the City. Any conclusion or information obtained or derived from such electronic files will be at the City's sole risk.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. The Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by the City.

5. The Bid Phase will be considered completed when the project construction bid has been awarded by the City Council and final construction documents have been received on electronic media.

E. GENERAL CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES

1. Consultant may perform Construction Administration and Inspection services on the project assignments released under this Contract according to the direction and standards of the City.

2. The Consultant may attend the pre-construction conference which will be arranged and called for by the City; be prepared to respond to questions; and prepare a "Record of Preconstruction Conference" which will be distributed to all attendees. Consultant will attend project meetings as necessary to maintain the project budget and schedule; chair periodic regular meetings on site and any additional meetings as requested by the City; set agendas and prepare and distribute minutes.

3. If required, Consultant shall furnish the services of a competent inspector during the progress of construction. The Consultant shall coordinate the inspection, facilitate the work in general, and perform miscellaneous inspection work as required to assure that the work is constructed in accordance with the Contract documents and accepted standards of the construction industry. The Consultant shall not have the direct control of the individual workmen and their work. The direct control shall be solely the

responsibility of the Consultant (referred to as "Consultant"), to the extent provided by the Contract between the City and the Consultant.

4. If required, Consultant shall provide Construction Administration and Inspection as required for substantial compliance with the Contract documents. Consultant will keep the City informed of the progress of the work, endeavor to guard the City against defects and deficiencies in the work of the Consultant, and shall reject or stop work, as appropriate, failing to conform to the Contract documents. The Consultant or Consultant's authorized representative shall keep adequate project records and field reports of work during construction.

5. If required, Consultant shall make recommendations to the City on matters relating to the interpretation of the Contract documents.

6. If required, Consultant shall review the Consultant's submittal schedule which will list all submissions required by Contract documents.

7. If required, Consultant shall establish a submittal control sheet to monitor the timeliness of Consultant submissions, and review and make recommendations to the City relating to the execution and progress of the project.

8. If required, Consultant shall provide the necessary survey controls for the Consultant's guidance and verify the correctness of the work as it progresses.

9. If required, Consultant shall review and monitor schedules; and review and approve or take other appropriate action on samples, shop and setting drawings; coordinate testing, review and make recommendations on reports from testing laboratory(s), and other submissions for conformance with the design concept of the project and for compliance with the information given by the Contract documents.

10. If required, Consultant shall monitor and log Consultant correspondence and provide the City with all documents, reports and correspondence pertaining to the project.

11. If required, all construction testing shall be done under the supervision of the Consultant.

12. If required, Consultant shall submit reports of the job site visit which will summarize the activities at the time of the visit and progress made since the last visit. These reports will be submitted to the City bi-weekly.

13. If required, Consultant shall make construction monthly progress reports to the City covering the general progress of the project and describing any problems or factors contributing to delay and recommending solutions or resolutions where appropriate.

14. If required, Consultant shall review and make recommendations to the City on all claims of the Consultant for extra work not covered in the Contract documents, and the recommendations shall be jointly reviewed by the Consultant and the City for final decisions. The Consultant will prepare construction change orders for approved extra work and time extensions not covered in the Contract documents brought about by Consultant(s) claims.

15. For all changes, additions or deletions requested by the City, the Consultant will obtain all information required and present Consultant's recommendations. The City will either approve or deny the recommendation.

16. If required, Consultant will verify the amount owed to the Consultant and will sign and issue an "Estimate for Payment," in such amount. This "Estimate for Payment" will constitute a representation to the City that the work has progressed to the point indicated. By issuing an "Estimate for Payment," Consultant will also represent to the City that, to the best of Consultant's knowledge, information, and belief, based on what Consultant inspections and observations have reveals, the quality of the work is in substantial accordance with the Contract documents.

17. If required, Consultant will attend joint inspections with the City to determine the dates of substantial and final completion and so inform the City Engineer in writing, when completed. After acceptance of the project by the City, Consultant will promptly issue a final "Estimate for Payment," with two completed and signed copies.

F. The Consultant may be required to perform any of the following if defined in an issued Task Order as follows:

1. Conduct final close-out inspections(s), prepare a project punch list including the owner's concerns, and verify that the items indicated on the list are corrected prior to final acceptance.

2. Verify that all documentation required of the Consultant per the construction contract has been submitted and is acceptable to the City.

3. Review, assemble and provide all warranties, files, operating manuals, logs and other closeout paperwork as described in the project specifications at the completion of the project.

4. Verify that all correspondence, shop drawings, directives, and RFI's, are delivered to the City.

5. Review and approved all lien waivers prior to the final payment to the Consultant.

6. Prepare and turn over to the City "Project record" conditions. These Records shall be signed and certified as accurate by the Consultant.

7. Verify that additional construction materials are delivered to the City by the Consultant.

8. Evaluate the Consultant's performance.

G. The Consultant shall furnish the City a letter recommending acceptance of the work, however, the City shall retain the right to determine when, and if, the construction work appears to be accomplished in accordance with the drawings, plans and specifications. In this respect, the construction work may be inspected at any time by the City or an authorized representative(s).

EXHIBIT B:
FEE SCHEDULE

Fee Proposal for Plan Review Services

Willdan will be paid a lump sum equal to a percentage of the City of Buckeye current published Valuation Data and Permit Fee tables, as adopted by the City of Buckeye, for Architectural, Structural, Electrical, Plumbing, Mechanical, Accessibility, Fire Code, and Energy plans. The services shall include an initial review and one complete recheck of the project documents. Third and subsequent reviews will be charged at the Willdan's hourly rate as stated herein. Plan Review performed in City offices will be billed at the stated hourly rate below.

Description of Service	Percent of City of Buckeye's Published Fees
Comprehensive Plan Review	75% of calculated plan review fee

The City of Buckeye may request expedited services of 5 working days in accordance with the increased fee percentages below

Description of Service	Percent of City of Buckeye's Published Fees
Expedited Plan Review	2 times the calculated plan review

The following fees are described as unit rates for the associated services.

Description of Service	Price	Unit
Permit Technician/Administration Hourly Rate	$75.00	/hour
Plan Review Hourly Rate	$125.00	/ hour

The plan review estimate amount total for each project will be emailed to you for your review. A confirmation email accepting our fees would be required to start the plan review. Our invoice will be emailed for processing when the hard copy plans or electronic files have been received or uploaded to our online Willdan IDT plan review website. Plan review status can be accessed form website at any time. Reviews past the second review, deferred reviews and revisions to approved plans will be charged at Willdan's hourly rate.

Fee Proposal for Inspection Services

The following fees are described as unit rates for the associated services.

Description of Service	Price	Unit
Permit Technician/Administration Hourly Rate	$75.00	/ hour
Inspector Hourly Rate (minimum 4 hours per day)	$100.00	/ hour
Inspector Overtime Rate	$130.00	/ hour

Our invoice will be emailed for processing on a monthly basis.

City of Buckeye - On-Call Consultant Contract 2022003A.50 - Willdan Eng.

Final Audit Report 2022-04-28

Created:	2022-04-25
By:	Purchasing Buckeye (purchasing@buckeyeaz.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoRzJjLDMd-u_4SlfyalLS7dFV4rp10Xl

"City of Buckeye - On-Call Consultant Contract 2022003A.50 - Willdan Eng." History

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Agreement completed.
2022-04-28 - 5:09:11 PM GMT

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

CATEGORY 15: BUILDING PLAN REVIEW
CATEGORY 17: BUILDING INSPECTION SERVICES

BROWN & ASSOCIATES CERTIFIED INSPECTION SERVICE, INC.
Contract No: 2022003A.43

THIS CONTRACT, ("Contract") is entered into by and between the CITY OF BUCKEYE, an Arizona municipal corporation, hereafter called (the "CITY") and Brown & Associates Certified Inspection Service, Inc., an Arizona corporation, hereafter called ("CONSULTANT").

RECITALS

The CITY OF BUCKEYE, Arizona, is authorized and empowered by the City Code to execute contracts.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, The City and Consultant agree as follows:

This Contract shall be in full force and effect only when it has been approved as required by the City Code and executed by the duly authorized City officials.

1.0 SCOPE OF SERVICES

The City desires to obtain Professional Architectural and Engineering services for City-wide Improvement projects. In accordance with the contract documents, including the General Scope of Services, Requirements, and Standards attached to this contract as Exhibit A, a specific scope of services shall be negotiated for each project and executed by individual Task Orders. Services provided by the Consultant under this agreement shall be performed in a manner consistent with that degree of care and skills ordinarily exercised by members of the same profession currently practicing under similar conditions.

The Consultant shall perform all services within the cost and time frames defined in executed Task Orders, and comply in all respects, with the terms, conditions, and requirements described herein for the consideration stipulated, and in compliance with applicable Federal, State and City Codes. Services at the City's request may include, in general, but are not limited to the following:

1.1 CATEGORY 15: Building Plan Review – May include but not limited to the following services:

- Plan Check for complex construction of buildings and structural, to include, Commercial, Industrial and Residential Construction.
- Plan review may include; structural, architectural, grading, energy, electrical, mechanical, plumbing, and specifications summited as part of a building permit.

- Work may include; review of plan and specifications, drafting of written corrections and redlining of plans, communicating both orally and in writing to the applicant and providing code interpretation.
- The selected firm(s) may be required to work at City Hall or within another facility within the City of Buckeye.
- Attend Comment Resolution meetings, virtual or in person, at no additional cost as part of the plan review fee.

1.2 CATEGORY 17: Building Inspection Services – May include but not limited to the following services:

- Building Construction inspection services to ensure construction conforms to the approved plans and the standards and codes adopted by the City of Buckeye.
- Provide written documentation of inspections performed, issuance of stop work orders, and notices of corrections.
- The selected firm(s) must be able to provide inspection services within 24-hour notice.
- Perform inspections virtual or in person.

A detailed scope of services will be prepared for each individual project by the Consultant and submitted to the City. Requests for services will be issued in the form of a written Task Order ("Task Order") document initiated by the Manager, Construction and Contracting. The Task Order will include a description of the project, detailed scope of services, project schedule, and the approved fee. The Consultant should receive prior approval from the Manager, Construction and Contracting prior to commencement of services on project assignments released under this Contract.

2.0 FEES AND PAYMENTS

2.1 REGISTRATION REQUIREMENT IN VENDOR SELF SERVICE (VSS)

In order to do business with the City, register at https://selfservice.buckeyeaz.gov/MSS. Please be aware vendors that do not register and verify their information, including uploading a W-9 form to their profile, may experience delays in processing of invoices and will not be able to do business with the City.

2.2 FEE SCHEDULE

Consultant shall be paid according to the fee schedule set forth in Exhibit B. Each “Task Order” over One Hundred Thousand Dollars ($100,000.00) shall be subject to City Council Approval.

2.3 PAYMENT APPROVAL

The time spent for each task shall be recorded and submitted to the Contracting Officer. Consultant shall maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and make such materials available at all reasonable times during the contract period.

Monthly payments shall be made to the Consultant on the basis of a progress report prepared and submitted by the Consultant for work completed through the last day of the preceding calendar month. Each task shall be subject to review and approval by the Contracting Officer to determine acceptable percentage of completion.

The Contracting Officer reserves the exclusive right to determine the amount of work performed and payment due the Consultant on a monthly basis.

All charges must be approved by the Contracting Officer prior to payment.

3.0 GENERAL TERMS AND CONDITIONS

3.1 CONTRACTING OFFICER

The Contracting Officer for the City shall be the Contracting Officer in the Construction and Contracting Division or designee. The Contracting Officer shall oversee the performance of this Contract; assist the Consultant in contacting members associated with the project, audit billings, and approve payments. The Consultant shall submit all reports and special requests through the Contracting Officer.

3.2 TERM OF CONTRACT

The Contract initial term is established for a one (1) year term commencing on the date of execution with automatic renewals, unless otherwise terminated by either party, for four (4) additional one-year terms. Consultant shall provide services under the contract for specific project assignments with a Task Order issued no later than the final day of the effective Contract terms.

3.3 TERMINATION OF CONTRACT

The City has the right to terminate this Contract or abandon any portion of a Task Order, which has not been performed by the Consultant.

Termination for Convenience: City and Consultant reserve the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Consultant shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and Subconsultants to cease such work. As compensation in full for services performed to the date of such termination, the Consultant shall receive a fee for the percentage of services actually completed. This fee shall be in the amount to be mutually agreed upon by the Consultant and the City, based on the agreed Scope of Work and the value to the City of the services completed. If there is no mutual agreement, the Contracting Officer shall determine the percentage of completion of each task detailed in the Scope of Work and the Consultant's compensation shall be based upon such determination. The City shall make this final payment within sixty (60) days after the Consultant has delivered the last of the partially completed items. Consultant shall not be paid for any work done after receipt of the notice of termination, or for any costs incurred by Consultant's suppliers or Subconsultants, which Consultant could reasonably have avoided.

Termination for Cause: City may also terminate this contract or any part hereof with seven (7) days written notice for cause in the event of any default by the Consultant, or if the Consultant fails to comply with any of the material terms and conditions of this contract. By way of example and not limitation, unsatisfactory performance as judged by the Contracting Officer and failure to provide City, upon written request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause. In the event of termination for cause, City shall not be liable to Consultant for any amount after the issuance of written notice, and Consultant shall be liable to City for any and all damages sustained by reason of the default that gave rise to the termination.

In the event Consultant is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving written notice to the Consultant.

In the event the City shall terminate this Contract or any part of the services as herein provided, the City shall notify the Consultant in writing, and immediately upon receiving such written notice, the Consultant shall discontinue advancing the work under this Contract and/or awarded Task Order.

Upon such termination or abandonment, the Consultant shall deliver to the City all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City.

The Consultant shall appraise the work it has completed and submit its appraisal to the City for evaluation.

If through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

3.4 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal period, or at the time that funds are no longer available to meet the City's payment obligations hereunder. The City agrees to give written notice of termination to the Consultant at least thirty (30) days prior to any termination for a lack of funds and will pay to the Consultant all approved charges incurred prior to Consultant's receipt of such notice, subject to the availability of funds therefore.

3.5 AUDIT

The City may audit all of the Consultant's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place.

Consultant's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Consultant or any of his payees pursuant to the execution of the contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Consultant's Records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

Consultant shall require all Subconsultants, to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Consultant and payee. Such requirements will also apply to any and all Subconsultants.

If an audit in accordance with this article, discloses overcharges, of any nature, by the Consultant to the City in excess of five percent (5%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Consultant.

Any adjustments and/or payments, which must be made as a result of any, such audit or inspection of the Consultant's invoices and/or records, shall be made within a reasonable amount of time (not to exceed 60 days) from presentation of City's findings to Consultant.

3.6 OWNERSHIP OF PROJECT DOCUMENTS

All documents, including but not limited to, field notes, design notes, tracings, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, which are prepared in the performance of this Contract will become and are the property of City.

3.7 COMPLETENESS AND ACCURACY

The Consultant shall be responsible for the accuracy of its work, including but not limited to, survey work, reports, supporting data, and drawings, sketches, etc. prepared or compiled pursuant to this Contract and shall correct, at its expense, all negligent errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to the engineering errors shall be chargeable to the Consultant. Additional Scope(s) of work which may be added to the Task Order shall not be considered the responsibility of the Consultant unless the need for same was created solely by any negligent error, omission, or negligent act of the Consultant and does not result in betterment to the City. The fact that the City has accepted or approved the Consultant's work shall in no way relieve the Consultant of any of its responsibilities.

3.8 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, which shall be deemed

to have accrued from the commencement of such action.

3.9 SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon the Consultant, its successors and assigns, including any individual, company, partnership, or other entity with or into which the Consultant shall merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which the Consultant shall sell its assets.

3.10 ASSIGNMENT

Services covered by this Contract shall not be assigned or subcontracted in whole or in part without the prior written consent of the Contracting Officer.

3.11 SUBCONSULTANTS

During the performance of the Contract, the Consultant may engage such additional Subconsultants as may be required for the timely completion of this Contract. The addition of any Subconsultants shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Consultant.

3.12 ALTERATIONS OR ADDITIONS TO SCOPE OF SERVICES

The total scope of Services to be performed in accordance with this Contract will be identified in each Task Order. Services, which are not included in this Contract, will be considered Additional Services. The Consultant shall not perform these Additional Services without written authorization in the form of an approved Change Order from the City.

3.13 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

3.14 CONFLICT OF INTEREST

This Contract is subject to cancellation pursuant to the provisions of A.R.S. 38-511.

3.15 FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or

earthquakes.

3.16 TAXES

The fee listed in this Contract includes any and all taxes applicable to the activities hereunder. The City shall have no obligation to pay additional amounts for taxes of any type.

3.17 ADVERTISING

No advertising or publicity concerning the City using the Consultant's services shall be undertaken without prior written approval of such advertising or publicity by the Contracting Officer.

3.18 COUNTERPARTS

This Contract may be executed in one or more counterparts, and each executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

3.19 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein.

3.20 ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona.

3.21 EQUAL EMPLOYMENT OPPORTUNITY

The Consultant shall comply with Executive Order No. 11245, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

3.22 NOTICES

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

On behalf of the Consultant:

Michael J. Brown, President
Brown & Associates Certified Inspection Service, Inc.
15601 N. 40th Street, Bldg. #130
Phoenix, AZ 85032
P: (480) 991-3751
mike@brownandassociates.net

On behalf of the City:

Christopher A. Williams, Manager
Construction and Contracting Division
530 East Monroe Ave.
Buckeye, AZ 85326
P: (623) 349-6225
cwilliams@buckeyeaz.gov

With a copy to:

Gust Rosenfeld, P.L.C.
One E. Washington, Suite 1600
Phoenix, AZ 85004-2553
Attention: Sheila Schmidt
P: (602) 257-7432
F: (602) 254-4878

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

3.23 INDEPENDENT CONSULTANT

The services Consultant provides under the terms of this Contract to the City are that of an Independent Consultant, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Consultant may be subject to I.R.S. provisions for payment of estimated income tax. Consultant is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

3.24 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant shall indemnify 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) are caused by 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 Subconsultant in the performance of this Contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

3.25 E-VERIFY REQUIREMENTS

To the extent applicable under Arizona Revised Statues § 41-4401, the Consultant and its Subconsultants warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. Revised Statues. § 23-214(A). The Consultant or Subconsultant’s breach of the above-mentioned warranty shall be deemed a material breach of the Contract and may result in the termination of the Contract by the City of Buckeye. The City of Buckeye retains the legal right to randomly inspect the papers and records of the Consultant or Subconsultant employee who work on the Contract to ensure that the Consultant and its Subconsultants are complying with the above-mentioned warranty.

The Consultant and its Subconsultants warrant keeping the papers and records open for random inspection during normal business hours by the City. The Consultant and its Subconsultants shall cooperate with City's random inspections including granting the City’s entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

3.26 SCRUTINIZED BUSINESS OPERATIONS

Pursuant to Arizona Revised Statues §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in ARIZ. Revised Statues § 35-391 or and 35-393, as applicable. If the City determines that the Consultant submitted a false Certification, the City may impose remedies as provided by law including terminating this Contract.

3.27 COMPLIANCE WITH LAWS

In performing any work required hereunder, Consultant shall comply with all applicable laws, ordinances, and codes of Federal, State and local governments, in effect during this Contract.

3.28 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 Eligible Procurement Unit and the Consultant or Contractor. 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.

4.0 INSURANCE

A Standard Accord Certificate of Insurance is acceptable provided it contains the additional language and deleted language as required in this contract. Failure to provide a Certificate of Insurance with the appropriate verbiage as required by this contract will result in rejection of the Certificate and delay contract execution.

Additionally, Certificates of Insurance submitted without referencing a Contract number will be subject to rejection and returned or discarded.

4.1 Insurance Representations and Requirements

4.1.1 General: Consultant agrees to comply with all City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Buckeye. Failure to maintain insurance as specified may result in termination of this Contract at City of Buckeye's option.

No Representation of Coverage Adequacy: By requiring insurance herein, City of Buckeye does not represent that coverage and limits will be adequate to protect Consultant. City of Buckeye reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but have 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 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 Contract.

4.1.2 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 contract, City of Buckeye, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this agreement.

4.1.3 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 subject contract is satisfactorily performed, completed and formally accepted by the City of Buckeye, unless specified otherwise in this Contract.

4.1.4 Primary Insurance: Consultant's insurance shall be primary insurance as respects performance of subject contract and in the protection of City of Buckeye as an Additional Insured.

4.1.5 Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

4.1.6 Waiver: All policies, except Professional Liability insurance, shall contain a waiver of rights of recovery (subrogation) against City of Buckeye, its agents, representatives, officials, directors, officers, and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.1.7 Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage, which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to City of Buckeye. Consultant shall be solely responsible for any such deductible or self-insured retention amount. The City of Buckeye, at its option and cost, may require Consultant to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.1.8 Use of Subconsultants: If any work under this agreement is subcontracted in any way, Consultant shall execute written agreement with Subconsultant containing the same Indemnification Clause and Insurance Requirements set forth herein protecting City of Buckeye and Consultant. Consultant shall be responsible for executing the agreement with Subconsultant and obtaining Certificates of Insurance verifying the insurance requirements.

4.1.9 Evidence of Insurance: Prior to commencing any work or services under this Contract, Consultant shall furnish City of Buckeye with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable Insurers as specified herein and provide the required coverage(s), conditions, and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Buckeye shall reasonably rely upon the Certificate of Insurance 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. Such certificates shall identify the Contract work number and be sent to the designated City of Buckeye- Contracting Officer. If any of the above cited policies expire during the life of this Contract, it shall be Consultant's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

1. City of Buckeye, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

A) Commercial General Liability - Under ISO Form CG 20 10 11 85 or equivalent.
b) Auto Liability- under ISO Form CA 20 48 or equivalent.
c) Excess Liability- Follow Form to underlying insurance.

2. Consultant's insurance shall be primary insurance as respects performance of subject contract.

3. All policies, except Professional Liability, waive rights of recovery (subrogation) against City of Buckeye, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Consultant under this contract.

4. Certificate shall cite a 30-day advance notice cancellation provision. If ACORD Certificate of Insurance form 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.

4.2 Required Coverage

4.2.1 Commercial General Liability: 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, and independent Consultants, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insureds clause. To the fullest extent allowed by law, for claims arising out of the performance of this contract, the City of Buckeye, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under Insurance Service Offices, Inc. Commercial General Liability Additional Insured Endorsement form CG 20 10 11 85, 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 paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope then underlying insurance.

4.2.2 Professional Liability: If the Contract is the subject of any professional services or work, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Contract, Consultant shall maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liable, with liability insurance limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the work or services, and Consultant shall be required to submit

Certificates of Insurance evidencing proper coverage is in effect as required above.

4.2.3 Vehicle Liability: Consultant shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on Consultant's owned, hired, and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Contract. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this contract, the City of Buckeye, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope then underlying insurance.

4.2.4 Worker's Compensation Insurance: Consultant shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of work or services under this Contract and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

Umbrella/Excess Liability: Umbrella/Excess Liability insurance with a limit of not less than $2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above.

5.0 SOFTWARE LICENSES

As to all software licenses provided to the City as part of Consultant's obligations under this Contract, the following provisions apply:

5.1 SOURCE CODE AVAILABILITY

Consultant shall furnish City, without charge, a single copy of the Source Code for the Software immediately upon the occurrence of any of the following:

1. Consultant becomes insolvent; or

2. Consultant ceases to conduct business; or

3. Consultant makes a general assignment for the benefit of creditors; or

4. A petition is filed in Bankruptcy by or against Consultant.

5.1.1 Use of the Source Code shall be subject to the same restrictions as to which the Software itself is subject.

5.1.2 City shall have the right to modify Source Code in any manner it deems appropriate, provided that the Source Code as modified shall remain subject to the restrictions set forth in immediately above.

5.2 PROPRIETARY PROTECTION

5.2.1 City acknowledges that to the extent Consultant advises the City that the Software is confidential information or is a trade secret property of the Consultant, the Software is thereby disclosed on a confidential basis under this Contract and is to be used only pursuant to the terms and conditions set forth herein.

5.2.2 Consultant shall not use or disclose any knowledge, data or proprietary information relating to CITY obtained in any manner whatsoever.

5.2.3 To the extent permitted by Arizona Law, the parties agree, both during the term of this Contract and for a period of seven (7) years after termination of this Contract and of all licenses granted hereunder, to hold each other's confidential information in confidence. The parties agree, unless required by government regulations or order of court, not to make each other's confidential information available in any form to any third party or to use each other's confidential information for any purposes other than the implementation of this Contract provided, however, that if Consultant's confidential information is requested to be divulged under the provisions of the Arizona Public Records Act, A.R.S., Title 39, Consultant shall reimburse to City the full cost of City's refusal to release the information, including costs of litigation, City's attorney fees, fines, penalties or assessments of opposing party's attorney fees. Each party agrees to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the provisions of this Contract.

5.3 NON-INFRINGEMENT

Consultant warrants that the Software provided hereunder does not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary or property right of any person or entity. In the event of a claim against City asserting or involving such an allegation, Consultant will defend, at Consultant's expense, and will indemnify City and hold City harmless against any loss, cost, expense (including attorney fees) or liability arising out of such claim, whether or not such claim is successful. In the event an injunction or order should be obtained against use of the Software by reason of the allegations, or if in Consultant's opinion the Software is likely to become the subject of such a claim of infringement, Consultant will, at its option and its expense: (I) procure for the City the right to continue using the Software; or (ii) replace or modify the same so that it becomes non-infringing (such modification or replacement shall be functionally equivalent to the original); or (iii) if neither (i) nor (ii) is practicable, repurchase the Software on a depreciated basis utilizing a straight line five (5) year period, commencing on the date of acceptance.

5.4 THIRD PARTY LICENSE

Consultant shall sublicense to City any and all third party Software required in the execution of this Contract. City reserves the right to accept or reject third party license terms. If the City rejects the terms

of a third party license, it shall be Consultant's responsibility to negotiate acceptable terms or to supply Software from another source with terms acceptable to City. City's acceptance of the third party license terms shall not be unreasonably withheld.

6.0 SEVERABILITY AND AUTHORITY

6.1 SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

6.2 AUTHORITY

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each party has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Contract.

6.3 ISRAEL COMPLIANCE

Pursuant to Arizona Revised Statute § 35-393.01, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel.

[Signature page follows]

A. General Scope of Services
B. Fee Schedule

Contract No.: 2022003A.43

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

CITY OF BUCKEYE

_____
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

CONSULTANT:
BROWN & ASSOCIATES CERTIFIED INSPECTION SERVICE, INC.

Michael J. Brown
_____
Michael J. Brown, President

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAiDEGw4y508gbfXekFgusWmBIgrj1cxdF

EXHIBIT A
GENERAL SCOPE OF SERVICES REQUIREMENTS AND STANDARDS

GENERAL SCOPE OF SERVICES REQUIREMENTS AND STANDARDS

Consultant's services involving design, construction administration and inspection services shall include, but are not limited to, the following general requirements and standards, unless otherwise provided for in the individual scope of services incorporated as a part of the project assignment Notice(s) to Proceed released under this Contract.

DESIGN SERVICES –GENERAL PROJECTS

The Consultant shall prepare plans, specifications, cost estimates and special provisions according to direction and standards of the City. All work shall be performed within the City of Buckeye.

A. General Project Administration

1. The Consultant shall attend project meetings as necessary to maintain the project budget and schedule; chair periodic regular meetings as requested by the City, set agendas and prepare and distribute meeting minutes. Meetings under basic services include:

A) Meetings with City staff and Management.
B) Meetings required obtaining a permit.
C) Meetings with internal oversight committees.

1. The Consultant shall coordinate with private, public and City utilities regarding standard utility issues and incorporate pertinent information in the plans.

2. The Consultant shall be responsible for submission and retrieval of all required Contract documents to the various reviewing agencies required under the project.

3. The Consultant shall prepare and maintain a project schedule after meeting with the project manager to determine appropriate submittal deadlines and to coordinate project submissions.

4. When applicable, the Consultant shall be responsible for obtaining or assisting the City in obtaining all federal, state, county, local and utility permits and approvals required for the project. As the project progresses, the Consultant shall timely furnish to the City copies of all communications between the Consultant and the respective agency or department related to the Contract and all approvals and permits for the projects.

5. If requested, the Consultant shall prepare necessary exhibits and make a presentation as deemed necessary by the Project Manager.

6. The Consultant shall avoid specification of construction materials known to be hazardous or potentially hazardous, including asbestos, lead or any derivative thereof, unless specifically approved in writing by the City.

7. The Consultant shall submit a written monthly "Design and Progress Report" to the City during the entire period of design.

B. 30% Plans Phase

1. The Consultant shall consult with City staff to ascertain information needed to meet the requirements of the project and shall confirm such requirements in writing and/or by sketch to the City.

2. The Consultant shall be responsible for establishing a pre-design meeting for design reviews with the City a minimum of two weeks prior to completion of schematic design. The Consultant will submit Three (3) copies of the preliminary site plan to the City at the time the request for a meeting is made.

3. The Consultant shall prepare a schedule for City approval of all required submittals for City review(s) based upon information from the pre-design meeting and current City published review times.

4. The Consultant shall prepare preliminary design studies leading to a recommended solution together with a general description of the project and shall, at no further expense to the City, submit three (3) sets of same to the City with written construction, cost estimates. The Consultant shall present these studies and estimates to the City for review, comments and approval.

5. The 30% Plans Phase will be considered completed when the City has approved the preliminary design plans and the construction cost estimate for the submitted plans is within the project construction budget.

C. 60% Plan Phase

1. After the 30% plans and construction cost estimate are approved in writing by the City, the Consultant shall prepare the 60% plans documents. These documents will consist of preliminary plans, elevations, other drawings, and specifications to fix and illustrate the size and character of the entire project including the kinds of materials; type of structure; mechanical, electrical, computer and telecommunications systems; and such other work as may be appropriate.

2. The Consultant shall design the project so that the construction shall conform to the requirements of Title 34, Arizona Revised Statutes regulating public buildings and improvements, as well as other applicable statutes and regulations.

3. Toward the end of the 60% Plans Phase, the Consultant shall hold a plan coordination meeting between the Consultant and the Subconsultants to review and address coordination and integration of the plans provided by the various disciplines. The Consultant shall invite the Project Manager to attend

this meeting.

4. After completion of the 60% Plans Phase, the Consultant shall, at no further expense to the City, deliver three (3) sets of the 60% drawings and plans, three (3) sets of the specifications, and three (3) sets of the detailed project cost estimates. The Consultant shall present all documents to the City for review, comment, and approval. If requested by the City, Consultant shall provide other design support documentation (i.e., structural, irrigation or earthwork calculations).

5. The 60% Plans Phase will be considered complete once the City has approved the submitted design development plans, agrees that the construction cost estimate is within the established project budget, and agrees that the Consultant is meeting the submittal dates for City documents as identified in the 30% Plans Phase schedule.

D. 90% Final Plans Phase

1. After the 60% plans and construction cost estimate have been approved in writing by the City, the Consultant shall prepare final, permit-ready construction drawings, plans, and specifications.

2. The consultant shall prepare its drawings in AutoCAD format compatible with the City (or other department as specified in the project assignment notice to proceed) CADD technology using City layering standards. The drawing format will be a 24" x 34" sheet size unless otherwise authorized in writing by the City. The City shall provide the City's Boilerplate and Supplemental General Conditions sections for the project specifications. No changes, deletions, or additions to these sections shall be made by the Consultant without approval by the City before inclusion in the final specifications. Final bid specifications shall be prepared in an 8-1/2" x 11" size format, single-spaced, single-sided and unbound. The Consultant shall coordinate the special provisions of the bid package to be compatible with the City's Boilerplate and Supplemental General Conditions.

3. During the preparation of construction documents, the Consultant shall inform the City in writing of any adjustments to previous construction cost estimates indicated by changes in scope, requirements, or market conditions.

4. The Consultant shall comply with all applicable federal, state, and local laws and codes in effect at the time the drawings, plans and specifications are approved by the City. The Consultant shall notify the City of any code changes that occur during the life of this Design Contract that will impact the project.

5. No later than ten calendar days prior the first advertisement date for the project bid, the Consultant shall ensure that the plans prepared by the utility companies have been incorporated into the final plans set.

6. Toward the end of the 60% plans phase, the Consultant shall hold a plan coordination meeting between the Consultant and the Subconsultants to review and address coordination and integration of the plans provided by the various disciplines. The Consultant shall invite the project manager to attend

this meeting.

7. Upon completion of construction plans, specifications and Contract documents, the Consultant shall provide, at no expense to the City, three (3) sets of all design calculations, including structural, mechanical, electrical and plumbing, and three (3) complete sets each of construction drawings, plans specifications and Contract documents for review and approval by the appropriate City agencies. These documents must be sealed and signed by the appropriate responsible party.

8. With the submission of the construction plans, specifications and Contract documents, the Consultant shall submit three (3) copies of a detailed project cost estimate.

9. The Consultant shall coordinate the building permit process and assist in filing the required documents to secure approval of all governmental authorities having jurisdiction over the design of the project. All original filing and approval fees shall be paid by the City or reimbursed to the Consultant if paid by Consultant.

10. The Consultant shall incorporate all corrections received from the reviewing entities into the final bid set of Contract documents. If required, the Consultant shall resubmit the revised plans to Project Manager for approval. Also, if required by the project manager, the Consultant shall submit a revised cost estimate reflecting the modification made for this final submittal.

11. Upon approval by the City of complete drawings, plans, and specifications, the Consultant shall deliver to the City the final original copy of the final specifications. These documents shall be sealed and signed by the appropriate responsible party.

12. The Final Design Phase will be considered complete when the City has approved the final submitted plans and specifications, agrees that the cost estimate is within the established project budget, and agrees that the plans are permit-ready.

E. Bid Phase

1. No later than eighteen calendar days prior to the first advertisement date of the project bid, the Consultant shall prepare and submit a detailed construction cost estimate of the project. This cost estimate for the base bid shall be prepared in sufficient detail to identify all trades required for the project, as well as estimated cost for those trades. The cost estimate should follow the Construction Specification Institute divisions. The Consultant shall not furnish the estimate to any one other that the City.

2. The Consultant may attend and prepare meeting minutes for the pre-bid conference, any other related meetings, and prepare all necessary addenda related to documents originated by the Consultant in a format approved by the City. The City will be responsible for distributing all addenda.

3. The Consultant shall be responsible for responding to questions regarding the plans and specifications. Consultant shall receive, review and approve/disapprove request for substitutions, and incorporate these substitution requests into the addenda as required.

4. The Consultant shall submit their final design plans including all design addenda on an electronic medium immediately useable and compatible with City of Buckeye "City CADD" technology. The resulting image produced on the viewing screen shall include all title blocks, borders, details and notes that are visible on full-size originals or blue lines. The CADD files should be accessible for reading and plotting. One copy of the final specifications including all addenda shall be submitted in print and on a computer disc compatible with City work processing standards.

Copies of documents that may be relied upon by the City are limited to the printed copies (also known as hard copies) that are signed and sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by the Consultant to the City are only for the convenience of the City. Any conclusion or information obtained or derived from such electronic files will be at the City's sole risk.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. The Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by the City.

5. The Bid Phase will be considered completed when the project construction bid has been awarded by the City Council and final construction documents have been received on electronic media.

E. GENERAL CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES

1. Consultant may perform Construction Administration and Inspection services on the project assignments released under this Contract according to the direction and standards of the City.

2. The Consultant may attend the pre-construction conference which will be arranged and called for by the City; be prepared to respond to questions; and prepare a "Record of Preconstruction Conference" which will be distributed to all attendees. Consultant will attend project meetings as necessary to maintain the project budget and schedule; chair periodic regular meetings on site and any additional meetings as requested by the City; set agendas and prepare and distribute minutes.

3. If required, Consultant shall furnish the services of a competent inspector during the progress of construction. The Consultant shall coordinate the inspection, facilitate the work in general, and perform miscellaneous inspection work as required to assure that the work is constructed in accordance with the Contract documents and accepted standards of the construction industry. The Consultant shall not have the direct control of the individual workmen and their work. The direct control shall be solely the

responsibility of the Consultant (referred to as "Consultant"), to the extent provided by the Contract between the City and the Consultant.

4. If required, Consultant shall provide Construction Administration and Inspection as required for substantial compliance with the Contract documents. Consultant will keep the City informed of the progress of the work, endeavor to guard the City against defects and deficiencies in the work of the Consultant, and shall reject or stop work, as appropriate, failing to conform to the Contract documents. The Consultant or Consultant's authorized representative shall keep adequate project records and field reports of work during construction.

5. If required, Consultant shall make recommendations to the City on matters relating to the interpretation of the Contract documents.

6. If required, Consultant shall review the Consultant's submittal schedule which will list all submissions required by Contract documents.

7. If required, Consultant shall establish a submittal control sheet to monitor the timeliness of Consultant submissions, and review and make recommendations to the City relating to the execution and progress of the project.

8. If required, Consultant shall provide the necessary survey controls for the Consultant's guidance and verify the correctness of the work as it progresses.

9. If required, Consultant shall review and monitor schedules; and review and approve or take other appropriate action on samples, shop and setting drawings; coordinate testing, review and make recommendations on reports from testing laboratory(s), and other submissions for conformance with the design concept of the project and for compliance with the information given by the Contract documents.

10. If required, Consultant shall monitor and log Consultant correspondence and provide the City with all documents, reports and correspondence pertaining to the project.

11. If required, all construction testing shall be done under the supervision of the Consultant.

12. If required, Consultant shall submit reports of the job site visit which will summarize the activities at the time of the visit and progress made since the last visit. These reports will be submitted to the City bi-weekly.

13. If required, Consultant shall make construction monthly progress reports to the City covering the general progress of the project and describing any problems or factors contributing to delay and recommending solutions or resolutions where appropriate.

14. If required, Consultant shall review and make recommendations to the City on all claims of the Consultant for extra work not covered in the Contract documents, and the recommendations shall be jointly reviewed by the Consultant and the City for final decisions. The Consultant will prepare construction change orders for approved extra work and time extensions not covered in the Contract documents brought about by Consultant(s) claims.

15. For all changes, additions or deletions requested by the City, the Consultant will obtain all information required and present Consultant's recommendations. The City will either approve or deny the recommendation.

16. If required, Consultant will verify the amount owed to the Consultant and will sign and issue an "Estimate for Payment," in such amount. This "Estimate for Payment" will constitute a representation to the City that the work has progressed to the point indicated. By issuing an "Estimate for Payment," Consultant will also represent to the City that, to the best of Consultant's knowledge, information, and belief, based on what Consultant inspections and observations have reveals, the quality of the work is in substantial accordance with the Contract documents.

17. If required, Consultant will attend joint inspections with the City to determine the dates of substantial and final completion and so inform the City Engineer in writing, when completed. After acceptance of the project by the City, Consultant will promptly issue a final "Estimate for Payment," with two completed and signed copies.

F. The Consultant may be required to perform any of the following if defined in an issued Task Order as follows:

1. Conduct final close-out inspections(s), prepare a project punch list including the owner's concerns, and verify that the items indicated on the list are corrected prior to final acceptance.

2. Verify that all documentation required of the Consultant per the construction contract has been submitted and is acceptable to the City.

3. Review, assemble and provide all warranties, files, operating manuals, logs and other closeout paperwork as described in the project specifications at the completion of the project.

4. Verify that all correspondence, shop drawings, directives, and RFI's, are delivered to the City.

5. Review and approved all lien waivers prior to the final payment to the Consultant.

6. Prepare and turn over to the City "Project record" conditions. These Records shall be signed and certified as accurate by the Consultant.

7. Verify that additional construction materials are delivered to the City by the Consultant.

8. Evaluate the Consultant's performance.

G. The Consultant shall furnish the City a letter recommending acceptance of the work, however, the City shall retain the right to determine when, and if, the construction work appears to be accomplished in accordance with the drawings, plans and specifications. In this respect, the construction work may be inspected at any time by the City or an authorized representative(s).

EXHIBIT B:
FEE SCHEDULE

RATE SCHEDULE FOR BUILDING PLAN REVIEW

A. BUILDING PLAN REVIEW SERVICES

For BUILDING PLAN REVIEW SERVICES of Architectural, Structural, Mechanical, Electrical, Plumbing, Accessibility and Model Energy performed for the Client, BROWN & ASSOCIATES shall be compensated at a lump sum rate of 75% of the Plan Check Fee determined by the current ICC Building Valuation Table and Permit Fee Table 1-A or the most current fee structure adopted by the City of Buckeye for an initial review and one complete recheck of the project documents. Third and subsequent, Fire and Civil review, deferred submittals, and revisions to approved plans will be at BROWN & ASSOCIATES hourly rates for personnel provided. Expedited plan review services are available at a rate of twice the calculated or hourly rate as agreed upon at acceptance of project.

PROJECT TYPE / SIZE	STANDARD REVIEW	EXPEDITED REVIEW	SUBSEQUENT RECHECKS
Single & Multi-Family Residential	7 to 10	5	5
Commercial to 75,000 sq. ft.	10	5	5
Commercial 75,001 to 150,000 sq. ft.	15	7	7
Commercial greater than 150,000 sq. ft.	15	7	7
Warehouse 150,001 to 500,000 sq. ft.	20	10	10
Warehouse 500,001 to 1,000,000+ sq. ft.	30	15	15
Fire Protection Systems & Civil Review	10	5	5

B&A PERMIT FEE TABLE 1-A

TOTAL VALUATION	FEE
$1.00 to $500.00	$60.00
$501.00 to $2,000.00	$59.88 for the first $500.00 plus $4.09 for each additional $100.00, or fraction thereof
$2,000.01 to $25,000.00	$121.26 for the first $2000.00 plus $14.00 for each additional $1,000.00, or fraction thereof
$25,001.00 to $50,000.00	$553.25 for the first $25,000.00 plus $13.54 for each additional $1,000.00, or fraction thereof
$50,001.00 to $100,000.00	$891.99 for the first $50,000.00 plus $9.39 for each additional $1,000.00, or fraction thereof
$100,001.00 to $500,000.00	$1,361.54 for the first $100,000.00 plus $7.50 for each additional $1,000.00, or fraction thereof
$500,001.00 to $1,000,000.00	$4,366.58 for the first $500,000.00 plus $6.38 for each additional $1,000.00, or fraction thereof
$1,000,001.00 and above	$7,552.77 for the first $1,000,000.00 plus $4.90 for each additional $1,000.00, or fraction thereof.

HOURLY RATES

Building Official	$125
Fire Marshal	$125
Project Manager	$125
Structural Engineer	$125
Fire Protection Engineer	$100
Civil Engineer	$100
Senior Plans Examiner	$100
Senior Building Inspector	$100
Building Inspector	$90
Assistant Inspector	$80
Senior Permit Specialist	$70
Clerical / Administration	$60

RATE SCHEDULE FOR BUILDING INSPECTION SERVICES

A. BUILDING INSPECTION SERVICES

For BUILDING INSPECTION SERVICES performed under Exhibit A of this Agreement, BROWN & ASSOCIATES shall be compensated at hourly rates for personnel provided. A minimum of 2-hours will be assessed for inspections on a given day.

Normal hours of inspection services for determination of Brown & Associates fees is at a schedule of Monday through Friday from 7:00 AM- 3:00 PM Arizona time. Inspection times may be adjusted based on seasonal conditions and not to exceed an agreed upon 8-hour work day.

Expedited, before or after hour, weekend and holiday inspection services are available for double the regular hourly rate for personnel provided with a three-hour minimum.

Brown & Associates Holiday Schedule includes: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

HOURLY RATES

Building Official	$125
Fire Marshal	$125
Project Manager	$125
Structural Engineer	$125
Fire Protection Engineer	$100
Civil Engineer	$100
Senior Plans Examiner	$100
Senior Building Inspector	$100
Building Inspector	$90
Assistant Inspector	$70
Senior Permit Specialist	$70
Clerical / Administration	$60

BROWN & ASSOCIATES shall invoice the CITY OF BUCKEYE for work performed on a monthly basis. All building safety consulting services provided will be invoiced for hours spent by the specific staff member on a task for the project. In monthly invoices, BROWN & ASSOCIATES will provide an itemized breakdown of hours and description of the task, and provide a monthly budget status report.

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

CATEGORY 15: BUILDING PLAN REVIEW
CATEGORY 17: BUILDING INSPECTION SERVICES

BUREAU VERITAS NORTH AMERICA, INC.
Contract No: 2022003A.44

THIS CONTRACT, ("Contract") is entered into by and between the CITY OF BUCKEYE, an Arizona municipal corporation, hereafter called (the "CITY") and Bureau Veritas North America, Inc., a Delaware corporation, hereafter called ("CONSULTANT").

RECITALS

The CITY OF BUCKEYE, Arizona, is authorized and empowered by the City Code to execute contracts.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, The City and Consultant agree as follows:

This Contract shall be in full force and effect only when it has been approved as required by the City Code and executed by the duly authorized City officials.

1.0 SCOPE OF SERVICES

The City desires to obtain Professional Architectural and Engineering services for City-wide Improvement projects. In accordance with the contract documents, including the General Scope of Services, Requirements, and Standards attached to this contract as Exhibit A, a specific scope of services shall be negotiated for each project and executed by individual Task Orders. Services provided by the Consultant under this agreement shall be performed in a manner consistent with that degree of care and skills ordinarily exercised by members of the same profession currently practicing under similar conditions.

The Consultant shall perform all services within the cost and time frames defined in executed Task Orders, and comply in all respects, with the terms, conditions, and requirements described herein for the consideration stipulated, and in compliance with applicable Federal, State and City Codes. Services at the City's request may include, in general, but are not limited to the following:

1.1 CATEGORY 15: Building Plan Review – May include but not limited to the following services:

- Plan Check for complex construction of buildings and structural, to include, Commercial, Industrial and Residential Construction.
- Plan review may include; structural, architectural, grading, energy, electrical, mechanical, plumbing, and specifications summited as part of a building permit.

- Work may include; review of plan and specifications, drafting of written corrections and redlining of plans, communicating both orally and in writing to the applicant and providing code interpretation.
- The selected firm(s) may be required to work at City Hall or within another facility within the City of Buckeye.
- Attend Comment Resolution meetings, virtual or in person, at no additional cost as part of the plan review fee.

1.2 CATEGORY 17: Building Inspection Services – May include but not limited to the following services:

- Building Construction inspection services to ensure construction conforms to the approved plans and the standards and codes adopted by the City of Buckeye.
- Provide written documentation of inspections performed, issuance of stop work orders, and notices of corrections.
- The selected firm(s) must be able to provide inspection services within 24-hour notice.
- Perform inspections virtual or in person.

A detailed scope of services will be prepared for each individual project by the Consultant and submitted to the City. Requests for services will be issued in the form of a written Task Order ("Task Order") document initiated by the Manager, Construction and Contracting. The Task Order will include a description of the project, detailed scope of services, project schedule, and the approved fee. The Consultant should receive prior approval from the Manager, Construction and Contracting prior to commencement of services on project assignments released under this Contract.

2.0 FEES AND PAYMENTS

2.1 REGISTRATION REQUIREMENT IN VENDOR SELF SERVICE (VSS)

In order to do business with the City, register at https://selfservice.buckeyeaz.gov/MSS. Please be aware vendors that do not register and verify their information, including uploading a W-9 form to their profile, may experience delays in processing of invoices and will not be able to do business with the City.

2.2 FEE SCHEDULE

Consultant shall be paid according to the fee schedule set forth in Exhibit B. Each “Task Order” over One Hundred Thousand Dollars ($100,000.00) shall be subject to City Council Approval.

2.3 PAYMENT APPROVAL

The time spent for each task shall be recorded and submitted to the Contracting Officer. Consultant shall maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and make such materials available at all reasonable times during the contract period.

Monthly payments shall be made to the Consultant on the basis of a progress report prepared and submitted by the Consultant for work completed through the last day of the preceding calendar month. Each task shall be subject to review and approval by the Contracting Officer to determine acceptable percentage of completion.

The Contracting Officer reserves the exclusive right to determine the amount of work performed and payment due the Consultant on a monthly basis.

All charges must be approved by the Contracting Officer prior to payment.

3.0 GENERAL TERMS AND CONDITIONS

3.1 CONTRACTING OFFICER

The Contracting Officer for the City shall be the Contracting Officer in the Construction and Contracting Division or designee. The Contracting Officer shall oversee the performance of this Contract; assist the Consultant in contacting members associated with the project, audit billings, and approve payments. The Consultant shall submit all reports and special requests through the Contracting Officer.

3.2 TERM OF CONTRACT

The Contract initial term is established for a one (1) year term commencing on the date of execution with automatic renewals, unless otherwise terminated by either party, for four (4) additional one-year terms. Consultant shall provide services under the contract for specific project assignments with a Task Order issued no later than the final day of the effective Contract terms.

3.3 TERMINATION OF CONTRACT

The City has the right to terminate this Contract or abandon any portion of a Task Order, which has not been performed by the Consultant.

Termination for Convenience: City and Consultant reserve the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Consultant shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and Subconsultants to cease such work. As compensation in full for services performed to the date of such termination, the Consultant shall receive a fee for the percentage of services actually completed. This fee shall be in the amount to be mutually agreed upon by the Consultant and the City, based on the agreed Scope of Work and the value to the City of the services completed. If there is no mutual agreement, the Contracting Officer shall determine the percentage of completion of each task detailed in the Scope of Work and the Consultant's compensation shall be based upon such determination. The City shall make this final payment within sixty (60) days after the Consultant has delivered the last of the partially completed items. Consultant shall not be paid for any work done after receipt of the notice of termination, or for any costs incurred by Consultant's suppliers or Subconsultants, which Consultant could reasonably have avoided.

Termination for Cause: City may also terminate this contract or any part hereof with seven (7) days written notice for cause in the event of any default by the Consultant, or if the Consultant fails to comply with any of the material terms and conditions of this contract. By way of example and not limitation, unsatisfactory performance as judged by the Contracting Officer and failure to provide City, upon written request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause. In the event of termination for cause, City shall not be liable to Consultant for any amount after the issuance of written notice, and Consultant shall be liable to City for any and all damages sustained by reason of the default that gave rise to the termination.

In the event Consultant is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving written notice to the Consultant.

In the event the City shall terminate this Contract or any part of the services as herein provided, the City shall notify the Consultant in writing, and immediately upon receiving such written notice, the Consultant shall discontinue advancing the work under this Contract and/or awarded Task Order.

Upon such termination or abandonment, the Consultant shall deliver to the City all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City.

The Consultant shall appraise the work it has completed and submit its appraisal to the City for evaluation.

If through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

3.4 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal period, or at the time that funds are no longer available to meet the City's payment obligations hereunder. The City agrees to give written notice of termination to the Consultant at least thirty (30) days prior to any termination for a lack of funds and will pay to the Consultant all approved charges incurred prior to Consultant's receipt of such notice, subject to the availability of funds therefore.

3.5 AUDIT

The City may audit all of the Consultant's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place.

Consultant's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Consultant or any of his payees pursuant to the execution of the contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Consultant's Records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

Consultant shall require all Subconsultants, to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Consultant and payee. Such requirements will also apply to any and all Subconsultants.

If an audit in accordance with this article, discloses overcharges, of any nature, by the Consultant to the City in excess of five percent (5%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Consultant.

Any adjustments and/or payments, which must be made as a result of any, such audit or inspection of the Consultant's invoices and/or records, shall be made within a reasonable amount of time (not to exceed 60 days) from presentation of City's findings to Consultant.

3.6 OWNERSHIP OF PROJECT DOCUMENTS

All documents, including but not limited to, field notes, design notes, tracings, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, which are prepared in the performance of this Contract will become and are the property of City.

3.7 COMPLETENESS AND ACCURACY

The Consultant shall be responsible for the accuracy of its work, including but not limited to, survey work, reports, supporting data, and drawings, sketches, etc. prepared or compiled pursuant to this Contract and shall correct, at its expense, all negligent errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to the engineering errors shall be chargeable to the Consultant. Additional Scope(s) of work which may be added to the Task Order shall not be considered the responsibility of the Consultant unless the need for same was created solely by any negligent error, omission, or negligent act of the Consultant and does not result in betterment to the City. The fact that the City has accepted or approved the Consultant's work shall in no way relieve the Consultant of any of its responsibilities.

3.8 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, which shall be deemed

to have accrued from the commencement of such action.

3.9 SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon the Consultant, its successors and assigns, including any individual, company, partnership, or other entity with or into which the Consultant shall merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which the Consultant shall sell its assets.

3.10 ASSIGNMENT

Services covered by this Contract shall not be assigned or subcontracted in whole or in part without the prior written consent of the Contracting Officer.

3.11 SUBCONSULTANTS

During the performance of the Contract, the Consultant may engage such additional Subconsultants as may be required for the timely completion of this Contract. The addition of any Subconsultants shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Consultant.

3.12 ALTERATIONS OR ADDITIONS TO SCOPE OF SERVICES

The total scope of Services to be performed in accordance with this Contract will be identified in each Task Order. Services, which are not included in this Contract, will be considered Additional Services. The Consultant shall not perform these Additional Services without written authorization in the form of an approved Change Order from the City.

3.13 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

3.14 CONFLICT OF INTEREST

This Contract is subject to cancellation pursuant to the provisions of A.R.S. 38-511.

3.15 FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or

earthquakes.

3.16 TAXES

The fee listed in this Contract includes any and all taxes applicable to the activities hereunder. The City shall have no obligation to pay additional amounts for taxes of any type.

3.17 ADVERTISING

No advertising or publicity concerning the City using the Consultant's services shall be undertaken without prior written approval of such advertising or publicity by the Contracting Officer.

3.18 COUNTERPARTS

This Contract may be executed in one or more counterparts, and each executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

3.19 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein.

3.20 ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona.

3.21 EQUAL EMPLOYMENT OPPORTUNITY

The Consultant shall comply with Executive Order No. 11245, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

3.22 NOTICES

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

On behalf of the Consultant:

Craig Baptista, Vice President –Facilities Division, West Region
Bureau Veritas North America, Inc.
17200 N. Perimeter Drive, Suite 100
Scottsdale, AZ 85255
P: (916) 514-4516
craig.baptista@bureauveritas.com

On behalf of the City:

Christopher A. Williams, Manager
Construction and Contracting Division
530 East Monroe Ave.
Buckeye, AZ 85326
P: (623) 349-6225
cwilliams@buckeyeaz.gov

With a copy to:

Gust Rosenfeld, P.L.C.
One E. Washington, Suite 1600
Phoenix, AZ 85004-2553
Attention: Sheila Schmidt
P: (602) 257-7432
F: (602) 254-4878

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

3.23 INDEPENDENT CONSULTANT

The services Consultant provides under the terms of this Contract to the City are that of an Independent Consultant, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Consultant may be subject to I.R.S. provisions for payment of estimated income tax. Consultant is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

3.24 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant shall indemnify 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) are caused by 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 Subconsultant in the performance of this Contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

3.25 E-VERIFY REQUIREMENTS

To the extent applicable under Arizona Revised Statues § 41-4401, the Consultant and its Subconsultants warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. Revised Statues. § 23-214(A). The Consultant or Subconsultant’s breach of the above-mentioned warranty shall be deemed a material breach of the Contract and may result in the termination of the Contract by the City of Buckeye. The City of Buckeye retains the legal right to randomly inspect the papers and records of the Consultant or Subconsultant employee who work on the Contract to ensure that the Consultant and its Subconsultants are complying with the above-mentioned warranty.

The Consultant and its Subconsultants warrant keeping the papers and records open for random inspection during normal business hours by the City. The Consultant and its Subconsultants shall cooperate with City's random inspections including granting the City’s entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

3.26 SCRUTINIZED BUSINESS OPERATIONS

Pursuant to Arizona Revised Statues §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in ARIZ. Revised Statues § 35-391 or and 35-393, as applicable. If the City determines that the Consultant submitted a false Certification, the City may impose remedies as provided by law including terminating this Contract.

3.27 COMPLIANCE WITH LAWS

In performing any work required hereunder, Consultant shall comply with all applicable laws, ordinances, and codes of Federal, State and local governments, in effect during this Contract.

3.28 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 Eligible Procurement Unit and the Consultant or Contractor. 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.

4.0 INSURANCE

A Standard Accord Certificate of Insurance is acceptable provided it contains the additional language and deleted language as required in this contract. Failure to provide a Certificate of Insurance with the appropriate verbiage as required by this contract will result in rejection of the Certificate and delay contract execution.

Additionally, Certificates of Insurance submitted without referencing a Contract number will be subject to rejection and returned or discarded.

4.1 Insurance Representations and Requirements

4.1.1 General: Consultant agrees to comply with all City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Buckeye. Failure to maintain insurance as specified may result in termination of this Contract at City of Buckeye's option.

No Representation of Coverage Adequacy: By requiring insurance herein, City of Buckeye does not represent that coverage and limits will be adequate to protect Consultant. City of Buckeye reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but have 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 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 Contract.

4.1.2 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 contract, City of Buckeye, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this agreement.

4.1.3 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 subject contract is satisfactorily performed, completed and formally accepted by the City of Buckeye, unless specified otherwise in this Contract.

4.1.4 Primary Insurance: Consultant's insurance shall be primary insurance as respects performance of subject contract and in the protection of City of Buckeye as an Additional Insured.

4.1.5 Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

4.1.6 Waiver: All policies, except Professional Liability insurance, shall contain a waiver of rights of recovery (subrogation) against City of Buckeye, its agents, representatives, officials, directors, officers, and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.1.7 Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage, which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to City of Buckeye. Consultant shall be solely responsible for any such deductible or self-insured retention amount. The City of Buckeye, at its option and cost, may require Consultant to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.1.8 Use of Subconsultants: If any work under this agreement is subcontracted in any way, Consultant shall execute written agreement with Subconsultant containing the same Indemnification Clause and Insurance Requirements set forth herein protecting City of Buckeye and Consultant. Consultant shall be responsible for executing the agreement with Subconsultant and obtaining Certificates of Insurance verifying the insurance requirements.

4.1.9 Evidence of Insurance: Prior to commencing any work or services under this Contract, Consultant shall furnish City of Buckeye with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable Insurers as specified herein and provide the required coverage(s), conditions, and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Buckeye shall reasonably rely upon the Certificate of Insurance 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. Such certificates shall identify the Contract work number and be sent to the designated City of Buckeye- Contracting Officer. If any of the above cited policies expire during the life of this Contract, it shall be Consultant's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

1. City of Buckeye, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

A) Commercial General Liability - Under ISO Form CG 20 10 11 85 or equivalent.
b) Auto Liability- under ISO Form CA 20 48 or equivalent.
c) Excess Liability- Follow Form to underlying insurance.

2. Consultant's insurance shall be primary insurance as respects performance of subject contract.

3. All policies, except Professional Liability, waive rights of recovery (subrogation) against City of Buckeye, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Consultant under this contract.

4. Certificate shall cite a 30-day advance notice cancellation provision. If ACORD Certificate of Insurance form 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.

4.2 Required Coverage

4.2.1 Commercial General Liability: 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, and independent Consultants, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insureds clause. To the fullest extent allowed by law, for claims arising out of the performance of this contract, the City of Buckeye, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under Insurance Service Offices, Inc. Commercial General Liability Additional Insured Endorsement form CG 20 10 11 85, 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 paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope then underlying insurance.

4.2.2 Professional Liability: If the Contract is the subject of any professional services or work, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Contract, Consultant shall maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liable, with liability insurance limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the work or services, and Consultant shall be required to submit

Certificates of Insurance evidencing proper coverage is in effect as required above.

4.2.3 Vehicle Liability: Consultant shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on Consultant's owned, hired, and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Contract. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this contract, the City of Buckeye, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope then underlying insurance.

4.2.4 Worker's Compensation Insurance: Consultant shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of work or services under this Contract and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

Umbrella/Excess Liability: Umbrella/Excess Liability insurance with a limit of not less than $2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above.

5.0 SOFTWARE LICENSES

As to all software licenses provided to the City as part of Consultant's obligations under this Contract, the following provisions apply:

5.1 SOURCE CODE AVAILABILITY

Consultant shall furnish City, without charge, a single copy of the Source Code for the Software immediately upon the occurrence of any of the following:

1. Consultant becomes insolvent; or

2. Consultant ceases to conduct business; or

3. Consultant makes a general assignment for the benefit of creditors; or

4. A petition is filed in Bankruptcy by or against Consultant.

5.1.1 Use of the Source Code shall be subject to the same restrictions as to which the Software itself is subject.

5.1.2 City shall have the right to modify Source Code in any manner it deems appropriate, provided that the Source Code as modified shall remain subject to the restrictions set forth in immediately above.

5.2 PROPRIETARY PROTECTION

5.2.1 City acknowledges that to the extent Consultant advises the City that the Software is confidential information or is a trade secret property of the Consultant, the Software is thereby disclosed on a confidential basis under this Contract and is to be used only pursuant to the terms and conditions set forth herein.

5.2.2 Consultant shall not use or disclose any knowledge, data or proprietary information relating to CITY obtained in any manner whatsoever.

5.2.3 To the extent permitted by Arizona Law, the parties agree, both during the term of this Contract and for a period of seven (7) years after termination of this Contract and of all licenses granted hereunder, to hold each other's confidential information in confidence. The parties agree, unless required by government regulations or order of court, not to make each other's confidential information available in any form to any third party or to use each other's confidential information for any purposes other than the implementation of this Contract provided, however, that if Consultant's confidential information is requested to be divulged under the provisions of the Arizona Public Records Act, A.R.S., Title 39, Consultant shall reimburse to City the full cost of City's refusal to release the information, including costs of litigation, City's attorney fees, fines, penalties or assessments of opposing party's attorney fees. Each party agrees to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the provisions of this Contract.

5.3 NON-INFRINGEMENT

Consultant warrants that the Software provided hereunder does not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary or property right of any person or entity. In the event of a claim against City asserting or involving such an allegation, Consultant will defend, at Consultant's expense, and will indemnify City and hold City harmless against any loss, cost, expense (including attorney fees) or liability arising out of such claim, whether or not such claim is successful. In the event an injunction or order should be obtained against use of the Software by reason of the allegations, or if in Consultant's opinion the Software is likely to become the subject of such a claim of infringement, Consultant will, at its option and its expense: (I) procure for the City the right to continue using the Software; or (ii) replace or modify the same so that it becomes non-infringing (such modification or replacement shall be functionally equivalent to the original); or (iii) if neither (i) nor (ii) is practicable, repurchase the Software on a depreciated basis utilizing a straight line five (5) year period, commencing on the date of acceptance.

5.4 THIRD PARTY LICENSE

Consultant shall sublicense to City any and all third party Software required in the execution of this Contract. City reserves the right to accept or reject third party license terms. If the City rejects the terms

of a third party license, it shall be Consultant's responsibility to negotiate acceptable terms or to supply Software from another source with terms acceptable to City. City's acceptance of the third party license terms shall not be unreasonably withheld.

6.0 SEVERABILITY AND AUTHORITY

6.1 SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

6.2 AUTHORITY

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each party has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Contract.

6.3 ISRAEL COMPLIANCE

Pursuant to Arizona Revised Statute § 35-393.01, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel.

[Signature page follows]

A. General Scope of Services
B. Fee Schedule

Contract No.: 2022003A.44

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

CITY OF BUCKEYE

_____
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

CONSULTANT:
BUREAU VERITAS NORTH AMERICA, INC.

Craig Baptista
_____
Craig Baptista, Vice President- Facilities Division, West Region

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAGYpQOJzMAqOjVNdQaES2IZ0Ynl0oBf53

EXHIBIT A
GENERAL SCOPE OF SERVICES REQUIREMENTS AND STANDARDS

GENERAL SCOPE OF SERVICES REQUIREMENTS AND STANDARDS

Consultant's services involving design, construction administration and inspection services shall include, but are not limited to, the following general requirements and standards, unless otherwise provided for in the individual scope of services incorporated as a part of the project assignment Notice(s) to Proceed released under this Contract.

DESIGN SERVICES –GENERAL PROJECTS

The Consultant shall prepare plans, specifications, cost estimates and special provisions according to direction and standards of the City. All work shall be performed within the City of Buckeye.

A. General Project Administration

1. The Consultant shall attend project meetings as necessary to maintain the project budget and schedule; chair periodic regular meetings as requested by the City, set agendas and prepare and distribute meeting minutes. Meetings under basic services include:

A) Meetings with City staff and Management.
B) Meetings required obtaining a permit.
C) Meetings with internal oversight committees.

1. The Consultant shall coordinate with private, public and City utilities regarding standard utility issues and incorporate pertinent information in the plans.

2. The Consultant shall be responsible for submission and retrieval of all required Contract documents to the various reviewing agencies required under the project.

3. The Consultant shall prepare and maintain a project schedule after meeting with the project manager to determine appropriate submittal deadlines and to coordinate project submissions.

4. When applicable, the Consultant shall be responsible for obtaining or assisting the City in obtaining all federal, state, county, local and utility permits and approvals required for the project. As the project progresses, the Consultant shall timely furnish to the City copies of all communications between the Consultant and the respective agency or department related to the Contract and all approvals and permits for the projects.

5. If requested, the Consultant shall prepare necessary exhibits and make a presentation as deemed necessary by the Project Manager.

6. The Consultant shall avoid specification of construction materials known to be hazardous or potentially hazardous, including asbestos, lead or any derivative thereof, unless specifically approved in writing by the City.

7. The Consultant shall submit a written monthly "Design and Progress Report" to the City during the entire period of design.

B. 30% Plans Phase

1. The Consultant shall consult with City staff to ascertain information needed to meet the requirements of the project and shall confirm such requirements in writing and/or by sketch to the City.

2. The Consultant shall be responsible for establishing a pre-design meeting for design reviews with the City a minimum of two weeks prior to completion of schematic design. The Consultant will submit Three (3) copies of the preliminary site plan to the City at the time the request for a meeting is made.

3. The Consultant shall prepare a schedule for City approval of all required submittals for City review(s) based upon information from the pre-design meeting and current City published review times.

4. The Consultant shall prepare preliminary design studies leading to a recommended solution together with a general description of the project and shall, at no further expense to the City, submit three (3) sets of same to the City with written construction, cost estimates. The Consultant shall present these studies and estimates to the City for review, comments and approval.

5. The 30% Plans Phase will be considered completed when the City has approved the preliminary design plans and the construction cost estimate for the submitted plans is within the project construction budget.

C. 60% Plan Phase

1. After the 30% plans and construction cost estimate are approved in writing by the City, the Consultant shall prepare the 60% plans documents. These documents will consist of preliminary plans, elevations, other drawings, and specifications to fix and illustrate the size and character of the entire project including the kinds of materials; type of structure; mechanical, electrical, computer and telecommunications systems; and such other work as may be appropriate.

2. The Consultant shall design the project so that the construction shall conform to the requirements of Title 34, Arizona Revised Statutes regulating public buildings and improvements, as well as other applicable statutes and regulations.

3. Toward the end of the 60% Plans Phase, the Consultant shall hold a plan coordination meeting between the Consultant and the Subconsultants to review and address coordination and integration of the plans provided by the various disciplines. The Consultant shall invite the Project Manager to attend

this meeting.

4. After completion of the 60% Plans Phase, the Consultant shall, at no further expense to the City, deliver three (3) sets of the 60% drawings and plans, three (3) sets of the specifications, and three (3) sets of the detailed project cost estimates. The Consultant shall present all documents to the City for review, comment, and approval. If requested by the City, Consultant shall provide other design support documentation (i.e., structural, irrigation or earthwork calculations).

5. The 60% Plans Phase will be considered complete once the City has approved the submitted design development plans, agrees that the construction cost estimate is within the established project budget, and agrees that the Consultant is meeting the submittal dates for City documents as identified in the 30% Plans Phase schedule.

D. 90% Final Plans Phase

1. After the 60% plans and construction cost estimate have been approved in writing by the City, the Consultant shall prepare final, permit-ready construction drawings, plans, and specifications.

2. The consultant shall prepare its drawings in AutoCAD format compatible with the City (or other department as specified in the project assignment notice to proceed) CADD technology using City layering standards. The drawing format will be a 24" x 34" sheet size unless otherwise authorized in writing by the City. The City shall provide the City's Boilerplate and Supplemental General Conditions sections for the project specifications. No changes, deletions, or additions to these sections shall be made by the Consultant without approval by the City before inclusion in the final specifications. Final bid specifications shall be prepared in an 8-1/2" x 11" size format, single-spaced, single-sided and unbound. The Consultant shall coordinate the special provisions of the bid package to be compatible with the City's Boilerplate and Supplemental General Conditions.

3. During the preparation of construction documents, the Consultant shall inform the City in writing of any adjustments to previous construction cost estimates indicated by changes in scope, requirements, or market conditions.

4. The Consultant shall comply with all applicable federal, state, and local laws and codes in effect at the time the drawings, plans and specifications are approved by the City. The Consultant shall notify the City of any code changes that occur during the life of this Design Contract that will impact the project.

5. No later than ten calendar days prior the first advertisement date for the project bid, the Consultant shall ensure that the plans prepared by the utility companies have been incorporated into the final plans set.

6. Toward the end of the 60% plans phase, the Consultant shall hold a plan coordination meeting between the Consultant and the Subconsultants to review and address coordination and integration of the plans provided by the various disciplines. The Consultant shall invite the project manager to attend

this meeting.

7. Upon completion of construction plans, specifications and Contract documents, the Consultant shall provide, at no expense to the City, three (3) sets of all design calculations, including structural, mechanical, electrical and plumbing, and three (3) complete sets each of construction drawings, plans specifications and Contract documents for review and approval by the appropriate City agencies. These documents must be sealed and signed by the appropriate responsible party.

8. With the submission of the construction plans, specifications and Contract documents, the Consultant shall submit three (3) copies of a detailed project cost estimate.

9. The Consultant shall coordinate the building permit process and assist in filing the required documents to secure approval of all governmental authorities having jurisdiction over the design of the project. All original filing and approval fees shall be paid by the City or reimbursed to the Consultant if paid by Consultant.

10. The Consultant shall incorporate all corrections received from the reviewing entities into the final bid set of Contract documents. If required, the Consultant shall resubmit the revised plans to Project Manager for approval. Also, if required by the project manager, the Consultant shall submit a revised cost estimate reflecting the modification made for this final submittal.

11. Upon approval by the City of complete drawings, plans, and specifications, the Consultant shall deliver to the City the final original copy of the final specifications. These documents shall be sealed and signed by the appropriate responsible party.

12. The Final Design Phase will be considered complete when the City has approved the final submitted plans and specifications, agrees that the cost estimate is within the established project budget, and agrees that the plans are permit-ready.

E. Bid Phase

1. No later than eighteen calendar days prior to the first advertisement date of the project bid, the Consultant shall prepare and submit a detailed construction cost estimate of the project. This cost estimate for the base bid shall be prepared in sufficient detail to identify all trades required for the project, as well as estimated cost for those trades. The cost estimate should follow the Construction Specification Institute divisions. The Consultant shall not furnish the estimate to any one other that the City.

2. The Consultant may attend and prepare meeting minutes for the pre-bid conference, any other related meetings, and prepare all necessary addenda related to documents originated by the Consultant in a format approved by the City. The City will be responsible for distributing all addenda.

3. The Consultant shall be responsible for responding to questions regarding the plans and specifications. Consultant shall receive, review and approve/disapprove request for substitutions, and incorporate these substitution requests into the addenda as required.

4. The Consultant shall submit their final design plans including all design addenda on an electronic medium immediately useable and compatible with City of Buckeye "City CADD" technology. The resulting image produced on the viewing screen shall include all title blocks, borders, details and notes that are visible on full-size originals or blue lines. The CADD files should be accessible for reading and plotting. One copy of the final specifications including all addenda shall be submitted in print and on a computer disc compatible with City work processing standards.

Copies of documents that may be relied upon by the City are limited to the printed copies (also known as hard copies) that are signed and sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by the Consultant to the City are only for the convenience of the City. Any conclusion or information obtained or derived from such electronic files will be at the City's sole risk.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. The Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by the City.

5. The Bid Phase will be considered completed when the project construction bid has been awarded by the City Council and final construction documents have been received on electronic media.

E. GENERAL CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES

1. Consultant may perform Construction Administration and Inspection services on the project assignments released under this Contract according to the direction and standards of the City.

2. The Consultant may attend the pre-construction conference which will be arranged and called for by the City; be prepared to respond to questions; and prepare a "Record of Preconstruction Conference" which will be distributed to all attendees. Consultant will attend project meetings as necessary to maintain the project budget and schedule; chair periodic regular meetings on site and any additional meetings as requested by the City; set agendas and prepare and distribute minutes.

3. If required, Consultant shall furnish the services of a competent inspector during the progress of construction. The Consultant shall coordinate the inspection, facilitate the work in general, and perform miscellaneous inspection work as required to assure that the work is constructed in accordance with the Contract documents and accepted standards of the construction industry. The Consultant shall not have the direct control of the individual workmen and their work. The direct control shall be solely the

responsibility of the Consultant (referred to as "Consultant"), to the extent provided by the Contract between the City and the Consultant.

4. If required, Consultant shall provide Construction Administration and Inspection as required for substantial compliance with the Contract documents. Consultant will keep the City informed of the progress of the work, endeavor to guard the City against defects and deficiencies in the work of the Consultant, and shall reject or stop work, as appropriate, failing to conform to the Contract documents. The Consultant or Consultant's authorized representative shall keep adequate project records and field reports of work during construction.

5. If required, Consultant shall make recommendations to the City on matters relating to the interpretation of the Contract documents.

6. If required, Consultant shall review the Consultant's submittal schedule which will list all submissions required by Contract documents.

7. If required, Consultant shall establish a submittal control sheet to monitor the timeliness of Consultant submissions, and review and make recommendations to the City relating to the execution and progress of the project.

8. If required, Consultant shall provide the necessary survey controls for the Consultant's guidance and verify the correctness of the work as it progresses.

9. If required, Consultant shall review and monitor schedules; and review and approve or take other appropriate action on samples, shop and setting drawings; coordinate testing, review and make recommendations on reports from testing laboratory(s), and other submissions for conformance with the design concept of the project and for compliance with the information given by the Contract documents.

10. If required, Consultant shall monitor and log Consultant correspondence and provide the City with all documents, reports and correspondence pertaining to the project.

11. If required, all construction testing shall be done under the supervision of the Consultant.

12. If required, Consultant shall submit reports of the job site visit which will summarize the activities at the time of the visit and progress made since the last visit. These reports will be submitted to the City bi-weekly.

13. If required, Consultant shall make construction monthly progress reports to the City covering the general progress of the project and describing any problems or factors contributing to delay and recommending solutions or resolutions where appropriate.

14. If required, Consultant shall review and make recommendations to the City on all claims of the Consultant for extra work not covered in the Contract documents, and the recommendations shall be jointly reviewed by the Consultant and the City for final decisions. The Consultant will prepare construction change orders for approved extra work and time extensions not covered in the Contract documents brought about by Consultant(s) claims.

15. For all changes, additions or deletions requested by the City, the Consultant will obtain all information required and present Consultant's recommendations. The City will either approve or deny the recommendation.

16. If required, Consultant will verify the amount owed to the Consultant and will sign and issue an "Estimate for Payment," in such amount. This "Estimate for Payment" will constitute a representation to the City that the work has progressed to the point indicated. By issuing an "Estimate for Payment," Consultant will also represent to the City that, to the best of Consultant's knowledge, information, and belief, based on what Consultant inspections and observations have reveals, the quality of the work is in substantial accordance with the Contract documents.

17. If required, Consultant will attend joint inspections with the City to determine the dates of substantial and final completion and so inform the City Engineer in writing, when completed. After acceptance of the project by the City, Consultant will promptly issue a final "Estimate for Payment," with two completed and signed copies.

F. The Consultant may be required to perform any of the following if defined in an issued Task Order as follows:

1. Conduct final close-out inspections(s), prepare a project punch list including the owner's concerns, and verify that the items indicated on the list are corrected prior to final acceptance.

2. Verify that all documentation required of the Consultant per the construction contract has been submitted and is acceptable to the City.

3. Review, assemble and provide all warranties, files, operating manuals, logs and other closeout paperwork as described in the project specifications at the completion of the project.

4. Verify that all correspondence, shop drawings, directives, and RFI's, are delivered to the City.

5. Review and approved all lien waivers prior to the final payment to the Consultant.

6. Prepare and turn over to the City "Project record" conditions. These Records shall be signed and certified as accurate by the Consultant.

7. Verify that additional construction materials are delivered to the City by the Consultant.

8. Evaluate the Consultant's performance.

G. The Consultant shall furnish the City a letter recommending acceptance of the work, however, the City shall retain the right to determine when, and if, the construction work appears to be accomplished in accordance with the drawings, plans and specifications. In this respect, the construction work may be inspected at any time by the City or an authorized representative(s).

EXHIBIT B:
FEE SCHEDULE

BUREAU VERITAS – FEES
CAT 15 – BUILDING PLAN REVIEW

Schedule of Fees
Our pricing reflects our commitment to the success of your project by helping you maintain significant quality and cost saving benefits moving forward.

These include:
- Reduced turnaround times and quick response time
- Highly qualified staff
- Confidence of working with a well-established consultant in business for 194+ years
- Plan Reviewers and Inspectors are ICC Certified

Rates for services are outlined below*:

PLAN REVIEW CONTRACT	
60% of City's Collected Fees	
ADDITIONAL CLASSIFICATIONS	**RATE**
Structural Engineer / Sr. Plan Review Engineer	$150/hr
Plan Review Engineer / Architect	$140/hr
Certified Plans Examiner	$120/hr
Solar Review of 10 KW Systems and less	$150 for Initial Review $50 for each subsequent review

*Reimbursables for employee-owned vehicles used in connection with the work will be at the current IRS Rate.

*Rates are subject to annual increase in accordance with CPI

BUREAU VERITAS 17200 N. PERIMETER DR., SUITE 100, SCOTTSDALE, AZ 85255
P 623.932.9951 | WWW.BVNA.COM

BUREAU VERITAS – FEES
CAT 17 – BUILDING INSPECTION

Schedule of Fees
Our pricing reflects our commitment to the success of your project by helping you maintain significant quality and cost saving benefits moving forward.

These include:
- Reduced turnaround times and quick response time
- Highly qualified staff
- Confidence of working with a well-established consultant in business for 194+ years
- Next day inspections
- Plan Reviewers and Inspectors are ICC Certified

Rates for services are outlined below*:

BUILDING INSPECTION SERVICES	HOURLY RATE
Inspector III	$110/hr
Inspector II	$100/hr
Inspector I	$90/hr

*Reimbursables for employee-owned vehicles used in connection with the work will be at the current IRS Rate.

*Rates presented are non-union / non-prevailing wage

*Rates are subject to annual increase in accordance with CPI

BUREAU VERITAS 17200 N. PERIMETER DR., SUITE 100, SCOTTSDALE, AZ 85255
P 623.932.9951 | WWW.BVNA.COM

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 05/17/22	**AGENDA ITEM:** 6.F. Sienna Hills 4 North and 6 North - Public Infrastructure Assurance Agreement Resolution No. 54-22
DATE PREPARED: 05/17/22	**DISTRICT NO.:** 6
STAFF LIAISON: Scott Zipprich, City Engineer, szipprich@buckeyeaz.gov, (623) 349-6217	
DEPARTMENT: Engineering	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Resolution No. 54-22 approving the Public Infrastructure Assurance Agreement between the City of Buckeye, an Arizona municipal corporation, and SH Asset, LLC, a Texas limited liability company, regarding Sienna Hills Parcel 4 North 6 North; and authorizing the Mayor to execute and deliver said Agreement on behalf of the City of Buckeye.

RELEVANT GOALS:
GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

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

SUMMARY

PROJECT DESCRIPTION:
City Code requires that landowners construct and install all necessary public improvements, at no cost to the City, for the City to provide municipal services to the development. In addition, City Code requires that landowners provide financial assurance to the City to assure the City that the necessary public infrastructure will be constructed and installed by the landowner to serve the development.

This Agreement allows the City, subject to the terms and conditions of the Agreement, to accept as financial assurance from the Owner the withholding of the issuance of all building permits for single-family construction in connection with the development of the Land until the date that the Owner has completed the construction of all public infrastructure for the Land in accordance with plans as approved by the City.

In the City Engineer's sole discretion, the City Engineer has accepted, in writing, that all of the public infrastructure necessary to serve the Land has been constructed and installed by the Owner.

BENEFITS:
Land development ensures the planning, designing, engineering, construction, acquisition, and/or provision of public services/infrastructure improvements for the land's development. The Agreement allows for future growth and provides the infrastructure to the City Of Buckeye residents.

FUTURE ACTION:

The City and Owner acknowledge that the development of the Land per this Agreement will result in the planning, design, engineering, construction, acquisition, and/or provision of public services/infrastructure improvements to support municipal services to the Land. Further, this arrangement will allow the Owner to proceed with constructing and installing the required public infrastructure without incurring the cost of performance or payment bonds as financial assurance and instead utilize the withholding of building permits according to the provisions of the Agreement until the necessary public infrastructure for the development of the Land has been completed and accepted by the City.

FINANCIAL IMPACT STATEMENT:
There is no financial impact to the City.

CURRENT FISCAL YEAR TOTAL COST:
N/A

BUDGETED:
No

FISCAL YEAR:
2022-2023

FUND/DEPARTMENT:
N/A

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Sienna Hills Parcel 4N6N Public Infrastructure Assurance Agreement.pdf
SiennaHillsParcel4North6North_8x11.pdf
RES 54-22 Sienna Hills 4 North 6 North - Public Infrastructure Assurance Agreement.pdf

WHEN RECORDED, RETURN TO:

City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
ATTN: Lucinda J. Aja, City Clerk

PUBLIC INFRASTRUCTURE ASSURANCE AGREEMENT

DATED _____, 2022

BETWEEN

THE CITY OF BUCKEYE,
an Arizona municipal corporation,

AND

SH ASSET, LLC,
a Texas limited liability company

PUBLIC INFRASTRUCTURE ASSURANCE AGREEMENT

1. **Date.** The date of this Public Infrastructure Assurance Agreement ("***Agreement***") is _____, 2022 (the ***"Effective Date"***).

2. **Parties.** The parties to this Agreement are:

(a) City of Buckeye
Attention: City Manager
530 East Monroe Avenue
Buckeye, AZ 85326 (the ***"City"***)

(b) SH ASSET, LLC
Attention: Mike Stewart, Waterloo Associates
206 Wild Basin Road, St. 203 (Bldg. A)
Austin, TX 78746
("***Owner***")

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

(a) Owner is the owner of certain real property generally located at the terminus of Sienna Hills Parkway, north of McDowell Road in the City of Buckeye, Arizona and consisting of approximately 111.59 acres, as legally described in the attached **Exhibit A** (the "***Land***") and depicted in the attached **Exhibit B**, each of which are incorporated in this Agreement as is fully set forth herein.

(b) Owner and the City are entering into this Agreement pursuant to the provisions of Arizona Revised Statutes ("***A.R.S***.") §9-500.05 to facilitate the proper development of the Land by providing for, among other things, conditions, terms, restrictions and requirements for the construction and installation of public services/infrastructure improvements and other matters related directly or indirectly to the development of the Land.

(c) Owner acknowledges that the development of the Land pursuant to this Agreement will result in benefits to Owner by providing and allowing the Owner to have the ability to develop the Land in accordance with this Agreement.

(d) Among other things, the City and Owner acknowledge that development of the Land in accordance with this Agreement will result in the planning, design, engineering, construction, acquisition, installation, and/or provision of public services/infrastructure improvements that will support development of the Land.

(e) Following the approval and execution of this Agreement by the parties, Owner intends to convey parcels within the Land to various third party homebuilders. Notwithstanding such conveyances, Owner intends to construct and install the public services/infrastructure improvements necessary for the development of the Land, and dedicate all necessary real property and easements to the City, all pursuant to the terms and conditions of this Agreement. Owner acknowledges and agrees that Owner, or Owner's successor(s) or assign(s),

is required to construct the public services/infrastructure improvements necessary for the development of the Land.

(f) City Code requires financial assurance that the public infrastructure necessary to provide municipal services to the Land will be timely completed and in accordance with City requirements. Financial assurance may be in the form of performance bonds or as provided in City Code. Owner has requested of the City, and the City is willing to agree, subject to the terms and conditions of this Agreement, that the City accept as financial assurance from the Owner the withholding of the issuance of any and all building permits for single family construction in connection with the development of the Land until the date that all of the following have occurred: (i) Owner has completed the construction of all public infrastructure for the Land in accordance with plans as approved by the City, and (ii) Owner has completed the construction of all public infrastructure for the Land in accordance with the Laws and Regulations (defined in Section 6(a) of this Agreement), and (iii) the City Engineer, in the City Engineer's sole discretion, has accepted, in writing, all of the public infrastructure necessary to serve the Land.

4. Agreement. For good and valuable consideration, including the benefits to the City and Owner as described above, the City and Owner agree as is more specifically set forth in this Agreement.

5. Recitals. The Recitals set forth in Section 3(a) through (f) above are incorporated as if fully set forth in this Agreement.

6. Laws and Regulations.

(a) The City Code, including but not limited to that portion titled the "Development Code" as amended from time to time, shall govern the development of the Land. The City must be able to regulate the planning and development of the Land and the construction and installation of improvements on the Land in order to serve the best interests of the City. Consequently, the City reserves, exercising its sole and absolute discretion, the right to amend existing or to adopt new laws, rules, regulations and standards of development for the City, including resolutions, official policies and procedures (such as, but not limited to, the Model Home Complexes Vertical Construction Permits Development Procedure No. 19-01 effective August 13, 2019), and the Development Code (all of the foregoing collectively, as amended or adopted from time to time, the ***"Laws and Regulations"***). The Laws and Regulations shall apply to the Land.

(b) Notwithstanding any provision of this Agreement, future Laws and Regulations shall apply to the Land, regardless of the impact on the development of the Land, if such future Laws and Regulations are required or mandated by federal, state or county law or regulation; required or imposed by judicial or regulatory action; or necessary to alleviate or otherwise contain threats to public health or safety.

(c) Any change to the Laws and Regulations as allowed in this section shall not discriminate against Owner and the Land, and any change shall be uniformly applied to all similar land and landowners at such time such land is within the boundaries of the City.

7. <u>Infrastructure; Necessary Property; Easements</u>.

(a) (i) The design, construction and installation of all water and wastewater facilities, public streets, parkways, alleys, curbs, gutters, sidewalks and traffic control, directional signs and other public infrastructure and public facilities in connection with the development of the Land as required by the City and the Laws and Regulations (collectively, the "***Infrastructure***") shall be in conformance with the plans and specifications as approved by the City (collectively, the "***Technical Specifications***") that are in effect at the time the Infrastructure is constructed and installed. A description of the Infrastructure to be constructed and completed by Owner, or Owner's successor(s) or assign(s), pursuant to this Agreement is attached as **<u>Exhibit C</u>** and incorporated in this Agreement as if fully set forth herein. Owner acknowledges and agrees that the Infrastructure described on **<u>Exhibit C</u>** may be modified by the City in the City's sole discretion, in order for the necessary public infrastructure to be constructed and installed for development of the Land to allow the City to provide municipal services to the Land. Owner further acknowledges and agrees that the Technical Specifications may be modified by the City from time to time in order to comply with the Laws and Regulations or to enhance operating efficiency. Any modification by the City to the Technical Specifications shall not be applied retroactively to any Infrastructure to the extent the City has already granted approval based on prior Technical Specifications and Owner has materially and substantially acted on such approval. Owner shall construct or cause to be constructed and installed, in accordance with the Technical Specifications and the Laws and Regulations and all other applicable rules, regulations, construction standards and governmental review processes, all Infrastructure required by the City and the Laws and Regulations in order to serve the Land. Owner shall construct and install, or cause to be constructed and installed, all Infrastructure at no cost to the City. All Infrastructure shall be installed in a workmanlike manner in conformity with the plans and specifications that are submitted to and approved by the City. Dedication of Infrastructure or construction of Infrastructure within public rights-of-way or easements by the Owner shall not constitute acceptance of the Infrastructure by the City or for purposes of starting any warranty period.

(ii) Owner, its agents and employees shall have the additional right, upon receipt from the City of an appropriate encroachment permit, to enter and remain upon and cross over any City easements or rights-of-way to the extent reasonably necessary to facilitate construction of the Infrastructure or to perform necessary maintenance or repairs of such Infrastructure. Owner's use of such easements and rights-of-way, pursuant to an encroachment permit, shall not impede or adversely affect the City's use and enjoyment thereof.

(iii) Owner shall restore such City easements and rights-of-way, used pursuant to the encroachment permit, to their condition prior to Owner's entry upon completion of construction of the Infrastructure, repairs, or maintenance. Owner, its agent(s), and employees, also shall have the right, upon receipt from the City of an appropriate encroachment permit, to enter and remain upon and cross over any City, easements or rights-of-way to the extent reasonably necessary to install and maintain landscaping material within the portion of the City rights-of-way not used for vehicular travel.

(b) Owner acknowledges and agrees that the Laws and Regulations require Owner to provide appropriate financial assurances in such form and amount as required by the Laws and Regulations to assure that the installation of the Infrastructure is completed in

accordance with City requirements ("***Infrastructure Assurance***"). Owner has requested, and the City agrees, subject to the terms and conditions of this Agreement, that the City accept as Infrastructure Assurance from the Owner the withholding of the issuance of any and all building permits for single family construction in connection with the development of the Land until the date that all of the following have occurred: (i) Owner has completed the construction of all Infrastructure for the Land in accordance with plans as approved by the City, and (ii) Owner has completed the construction of all Infrastructure for the Land in accordance with the Laws and Regulations, and (iii) the City Engineer, in the City Engineer's sole discretion, has accepted, in writing, all of the Infrastructure necessary to serve the Land. Notwithstanding the foregoing, Owner may request from the City, prior to completion of all Infrastructure for the Land, building permits for up to four (4) model homes on the Land. Owner acknowledges and agrees that no certificates of occupancy will be issued by the City for any model home until such time as (i) Owner has completed the construction of all Infrastructure for the Land in accordance with plans as approved by the City, and (ii) Owner has completed the construction of all Infrastructure for the Land in accordance with the Laws and Regulations, and (iii) the City Engineer, in the City Engineer's sole discretion, has accepted, in writing, all of the Infrastructure necessary to serve the Land. Except for building permits for up to four (4) model homes that may be requested by Owner pursuant to the provisions in this Agreement, Owner, or Owner's successor(s) shall not request from the City any building permits for single family construction in connection with development of the Land prior to the date of the City Engineer's Letter of Acceptance (defined in Section 7(c) below). Notwithstanding the foregoing, Owner will have the right at any time to use a substitute Infrastructure Assurance in the form of a letter of credit or performance bond that satisfies the Laws and Regulations, in which event the restrictions set forth above relating to the issuance of building permits and certificates of occupancy will no longer apply, provided that Owner, or its successor(s) or assign(s), complies with City requirements in connection with financial assurance for public improvements including entering into the City's form of Public Infrastructure Assurance Agreement.

(c) Owner shall notify the City Engineer or designee in writing of the presumptive collective completion of all Infrastructure. Owner shall give the City Engineer or designee written notice ("***Notice to Confirm***") promptly following completion of all Infrastructure. Within thirty (30) business days after its receipt of the Notice to Confirm, the City Engineer or designee shall inspect the Infrastructure as to whether it has been constructed in accordance with the City-approved plans, the Technical Specifications and Laws and Regulations as verified by the inspection of the completed Infrastructure by the City Engineer or designee. Upon completion of the inspection, the City Engineer or designee shall deliver written notice to Owner within thirty (30) business days of the inspection either (1) approving construction and agreeing to accept conveyance of such Infrastructure (the "***Acceptance Letter***"); or (2) identifying, through a punch list, all specific items that are not in accordance with the City-approved plans, Technical Specifications and Laws and Regulations and that are to be corrected by Owner. Owner shall make all such corrections within the time period determined by the City Engineer or designee. An Acceptance Letter will not be issued for outstanding punch list items. Except for building permits for up to four (4) model homes that may be requested by Owner pursuant to the provisions in this Agreement, Acceptance Letters for all Infrastructure shall be required prior to the issuance of any building permits for single family construction in connection with development of the Land. Owner shall dedicate and convey to the City, at no cost to the City, all Infrastructure lien and debt free. Acceptance of all Infrastructure is expressly conditioned upon Owner providing the warranties for all Infrastructure, as provided in

Section 7(d), below and Owner providing a bond or cash deposit for maintenance of Infrastructure as provided in Section 7(e) below. Except as provided in Section 7(e) below, after acceptance of all Infrastructure, the City thereafter shall maintain, repair and operate the Infrastructure at its own cost.

(d) Owner shall give to City a two (2)-year warranty for all Infrastructure that is accepted by the City (and not any Infrastructure that is accepted by a private utility company, the HOA, or any other third-party), which warranty shall begin on the date that the City accepts all Infrastructure as evidenced by the Acceptance Letter. Any material deficiencies in material or workmanship identified by the City during the two-year warranty period shall be brought to the attention of Owner, who shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of the City. Continuing material deficiencies in a particular portion of such Infrastructure shall be sufficient grounds for the City to require (i) an extension of the warranty for an additional two-year period or, (ii) the proper repair of, or (iii) the removal and reinstallation of that portion of such Infrastructure that is subject to such continuing deficiencies. Regardless of whether the two-year warranty period has expired, the Owner agrees to repair any damage to the Infrastructure caused by Owner's construction activities on the Land. Nothing contained herein shall prevent the City or Owner from seeking recourse against any other third party for damage to the Infrastructure caused by such third party.

(e) Owner shall maintain and repair all Infrastructure comprised of streets, parkways, alleys, curbs, gutters, sidewalks and all appurtenances thereto at its expense, for a period of two (2) years from the date of the City Engineer's Acceptance Letter (the ***"Maintenance Term"***). Such maintenance shall consist of all maintenance and repair actions reasonably required by customary engineering industry standards for each item of Infrastructure. Prior to the City Engineer issuing the Acceptance Letter, Owner shall provide the City with a maintenance bond or cash deposit in the amount that is equal to ten (10) percent of the construction value of all Infrastructure as financial assurance that Owner will maintain and repair the Infrastructure comprised of streets, parkways, alleys, curbs, gutters, sidewalks and all appurtenances thereto at its expense during the Maintenance Term. Notwithstanding the foregoing, Owner agrees to forever maintain all landscaping located within the public easements and rights-of-way located on the Land, and such obligation shall survive the termination or expiration of this Agreement; provided, however, Owner may assign this obligation to one or more home owners associations ("***HOA***") provided such HOA is legally bound to such landscaping maintenance obligation and has adequate financial ability, reasonably acceptable to the City, to bear such obligation. Once the City has consented to the assignment of this obligation to an HOA (which consent will not be unreasonably withheld, conditioned, or delayed), Owner shall be relieved of any further obligation to maintain the landscaping.

(f) Contemporaneous with the transfer of the Infrastructure to the City in accordance with the terms and conditions of this Agreement and the Laws and Regulations, Owner, at no cost to the City, shall convey to the City, by special warranty deed, all real property necessary for the City to own, operate, and maintain the Infrastructure (the "***Necessary Property***") together with all of the property and equipment comprising the Infrastructure that may properly be characterized as fixtures located thereon. In addition, Owner shall grant to the City, at no cost to the City, all rights-of-way, easements, access rights and other interests in real property necessary for the ownership, construction, installation, operation, maintenance and repair of the Infrastructure as required by the City including easements: (i) as are necessary for

the operation, maintenance and repair of the Infrastructure as part of the City's infrastructure systems, including easements for ingress, egress, utilities and, if necessary, noise and odor; and (ii) from the Infrastructure to the point of connection to the then existing or proposed infrastructure system for the Land at the nearest point of interconnection in a public right-of-way or such other location approved by the City and as are necessary for the purpose of construction, installation, operation, maintenance and repair of the property and equipment comprising Infrastructure (collectively, "***Easements***"). Owner shall provide to the City, at Owner's cost, standard coverage title insurance policies for the Necessary Property and the Easements, which policies shall be reasonably approved by the City and which policies shall be subject only to those conditions and exceptions as the City shall reasonably approve. Any endorsements requested by the City shall be paid by Owner. Prior to transfer of the Infrastructure and the conveyance of the Necessary Property and Easements to the City, Owner shall provide the City, at no cost to the City, with: (i) a title report for the Necessary Property and Easements in a form satisfactory to the City that shall be updated prior to conveyance of the Necessary Property and Easements to the City; and (ii) a viable environmental site assessment upon which the City may rely that has been performed and reported in compliance with 40 CFR Part 312, as amended, that concludes no conditions were identified at the Necessary Property or within the Easements indicative of releases and threatened releases of Hazardous Materials (as defined below) on, at, in, or to the Necessary Property or Easements.

(g) Except as set forth in any environmental assessment report delivered to the City relating to the Necessary Property and Easements, Owner represents, warrants and agrees that, to Owner's actual knowledge, (i) no Hazardous Materials (defined below) have been used or placed on the Necessary Property or Easements by Owner in violation of Environmental Laws (defined below); (ii) no written notice has been received by Owner with regard to any Hazardous Materials on the Necessary Property or Easements; (iii) no written notice has been received by Owner that the Necessary Property and Easements are in violation of any Environmental Laws; (iv) no action, investigation or proceeding is pending or to Owner's actual knowledge threatened which seeks to enforce any right or remedy against Owner in connection with the Necessary Property or Easements under any Environmental Laws; (v) Owner has permitted no release, discharge, or disposal of Hazardous Materials on, to or from the Necessary Property or Easements in violation of Environmental Laws; (vi) the Necessary Property and Easements are in compliance with Environmental Laws and are free and clear of any liens imposed pursuant to Environmental Laws; (vii) all licenses, permits and other governmental or regulatory actions necessary for the Necessary Property and Easements to comply with Environmental Laws (the "***Permits***") at the time of construction of the Infrastructure were obtained at the time of construction of the Infrastructure. Owner shall give the City prompt written notice if Owner receives any notice with regard to Hazardous Materials on or affecting the Necessary Property or Easements or groundwater beneath the Necessary Property or Easements. Owner, at Owner's sole cost, shall conduct and complete all investigations and all cleanup actions necessary to remove, in compliance with Environmental Laws, such Hazardous Materials from or beneath the Necessary Property or Easements, prior to transfer of the Infrastructure and the conveyance of the Necessary Property and Easements to the City. Owner shall, at Owner's sole cost, provide the City with a viable environmental site assessment upon which the City may rely that has been performed and reported in compliance with 40 CFR Part 312, as amended, that concludes no conditions were identified at the Necessary Property or within the Easements indicative of releases and threatened releases of Hazardous Materials (as defined below) on, at, in, or to the Necessary Property or Easements.

"***Environmental Laws***" means all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes currently in effect relating to the protection of the environment or governing, regulating or proscribing the use, storage, treatment, generation, transportation, processing, handling, production, disposal, presence, cleanup, release, or threatened release into the environment of Hazardous Materials and the rules, regulations, policies, guidelines, interpretations, permits, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto. Environmental Laws include Ariz. Rev. Stat. Ann. §49-101, *et seq*.; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§9601, *et seq*.; the Solid Waste Disposal Act or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901, *et seq*.; the Toxic Substances Control Act, 15 U.S.C. §§2601, *et seq*.; the Hazardous Materials Transportation Act of 1994, 49 U.S.C. §§5101, *et seq*.; the Federal Water Pollution Control Act, 33 U.S.C. §§1251, *et seq*.; the Oil Pollution Act of 1990, 33 U.S.C. §§2701, *et seq*.; the Federal Clean Air Act, 42 U.S.C. §§7401, *et seq*.; the Clean Water Act of 1977, 33 U.S.C. §1251, *et seq*., the Federal Insecticide, Fungicide and Rodenticide Act, Federal Pesticide Act of 1978, 7 U.S.C. §§136, *et seq*.; Public Health Service Act, 42 U.S.C. §§300f, *et seq*., as amended as of the date hereof, and the regulations promulgated pursuant to those Laws as of the date hereof. For purposes of this Section 7(g), "Laws" shall mean all federal, state, county and local laws, ordinances, rules, regulations, statutes, codes and orders, including, but not limited to, any final non-appealable judicial or administrative order or agreement, consent, decree, judgment or court decision as of the date of this Agreement.

"***Hazardous Materials***" means any substance defined as a hazardous chemical, hazardous or toxic substance, solid waste, hazardous constituent, hazardous waste, hazardous material, contaminant, or pollutant by Environmental Laws, giving those terms the broadest meaning accorded by Environmental Laws, as those Environmental Laws have been amended. Without limiting the generality of the foregoing, "Hazardous Materials" includes (i) asbestos and asbestos-containing materials; (ii) polychlorinated biphenyls; (iii) any substance the presence of which is prohibited by any applicable governmental requirements; (iv) any petroleum-based products and byproducts that are deemed hazardous by any Environmental Law; (v) underground storage tanks that are deemed hazardous by any Environmental Law; and (vi) any other substance (including liquid, solid, semi-solid and gaseous substances and materials) that, under any Environmental Law, requires special handling, permitting by or notification of any governmental agency in its collection, storage, treatment, release, discharge, emission or disposal.

(h) The environmental representations and warranties of Owner in this Section 7 shall survive the termination or expiration of this Agreement.

8. **Flood Control.** Flood control measures for the Land shall comply with the requirements of the United States Army Corp of Engineers, and the Laws and Regulations, and, to the extent they are not superseded by the United States Army Corp of Engineers or the Laws and Regulations, the requirements of the Maricopa County Flood Control District.

9. Costs, Fees, and Credits.

(a) As the Land is developed, Owner shall pay to City what are commonly referred to as development, or impact, and hookup fees (collectively, "***Development Fees***") that are imposed by City as of or after the date of this Agreement, subject to offsets and credits, as allowed by law.

(b) No credit will be given for dedication of rights-of-way, easements or other land normally required for public infrastructure; rather, a credit for land dedication is intended for dedications such as regional park sites and municipal buildings.

10. Representations and Warranties. As of the date of the execution of this Agreement, the parties represent and warrant to each other as follows:

(a) By Owner:

(i) Owner is a corporation or limited liability company duly formed and in good standing in its State of incorporation or formation and duly qualified to do business in Arizona.

(ii) Owner has the authority, including the person signing for Owner, and the right to enter into this Agreement as authorized by the board of directors or members of the Owner at duly noticed meetings at which quorums were present.

(iii) Owner is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

(iv) Owner has not relied on any representations or warranties of the City other than those expressly set forth in this Agreement.

(b) By City: This Agreement was approved at a duly noticed and held public meeting by the Mayor and City Council, at which a quorum was present and the execution of this Agreement was authorized.

11. Conflicts of Interest. The parties acknowledge that this Agreement is subject to cancellation pursuant to § 38-511, Arizona Revised Statutes, as amended.

12. Covenants Running with the Land. The provisions of this Agreement shall be for the benefit of, and shall be a burden upon, the Land, and the provisions of this Agreement shall be covenants running with the Land without the necessity of an assignment of this Agreement with the conveyance of any part of the Land.

13. Indemnity. Owner (or its successors or assigns) shall indemnify, defend and hold harmless the City and each council member, officer, official or employee thereof (the City and any such person being herein called an "***Indemnified Party***"), for, from and against any and all losses, claims, damages, liabilities costs and expenses (including reasonable attorneys' fees) to which any such Indemnified Party may become subject, at law or in equity or otherwise ("***Claims***"), insofar as such Claims (or actions in respect thereof) arise out of or are based upon

Owner's breach of this Agreement, except for those Claims which have been adjudicated to be caused by the City's gross negligence or intentional misconduct. An Indemnified Party shall, promptly after the receipt of written notice or actual knowledge of a Claim against such Indemnified Party in respect of which indemnification may be sought against Owner, notify Owner (as provided in Section 26 below) in writing of such Claim, provided that the failure of the Indemnified Party to give written notice of such Claim shall not relieve Owner from its obligations under this section except to the extent that such failure prejudices the defense of such action or proceeding by Owner. The Indemnified Party, at its expense, may employ separate counsel and participate in the defense. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify Owner of the commencement thereof, Owner shall promptly assume the defense thereof, with counsel satisfactory to such Indemnified Party and Owner. If Owner promptly assumes the defense of any such Claim and pays all costs incurred in connection therewith, Owner will not be liable to such Indemnified Party under this section for any legal or other expenses incurred by such Indemnified Party separately in connection with the defense thereof. If Owner does not promptly assume the defense of any such action after written notice from the Indemnified Party, until Owner does assume the defense of such action, the Indemnified Party shall have the right to direct the defense of such action on behalf of such Indemnified Party and settle the action without the consent or approval of Owner and Owner shall pay any settlement amounts and all reasonable attorneys' fees and other costs and expenses incurred in the defense and settlement of any such action. At any time after an Indemnified Party receives a notice of Claim for which indemnification is required under this Agreement, the City may require Owner to provide the City, within thirty (30) days after written notice from the City to Owner, with such financial assurance(s) as the City may require, in its reasonable discretion, sufficient to guarantee Owner's performance of any of its indemnity obligations under this Agreement that are the subject of the notice of Claim.

14. <u>Term of Agreement</u>. This Agreement shall automatically terminate as to the Land without the necessity of any notice, agreement or recording by and between the parties five (5) years after the Effective Date of this Agreement.

15. <u>Assignment</u>. Owner shall not transfer or assign part or all of its rights and obligations or all of the Land in bulk to any person or entity at any time during the duration of this Agreement without the prior written consent of the City, which consent will not be unreasonably withheld, conditioned, or delayed. It shall not be an unreasonable condition for the City to withhold or condition its consent to assignment based on the City's determination, in its sole discretion, that the proposed assignee does not have the financial capability to construct and install the required Infrastructure and, in such event, other forms of financial assurance shall be required by the City for construction and installation of Infrastructure pursuant to City Code. Any assignment made without the City's prior written consent required under this section shall be automatically void.

16. <u>No Agency or Partnership</u>. Neither City nor Owner are acting as the agent of the other with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture or other business relationship between City and Owner.

17. <u>No Third Party Beneficiary</u>. This Agreement shall not create any third party beneficiary rights to any person or entity who is not a party to this Agreement, including any lender to the Owner.

18. **Construction.** The provisions and exhibits of this Agreement shall be construed as a whole consistent with their plain meaning and intent, and they shall not be construed against one party or the other based upon which party prepared or influenced the drafting of any provision or exhibit of this Agreement.

19. **Recording.** The City shall record this Agreement with the County Recorder no later than ten (10) days after the Effective Date of this Agreement.

20. **Time of Essence and Merger.** Time is of the essence of this Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matters of this Agreement. All prior contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

21. **Benefit and Binding Effect.** Subject to the provisions of Section 15 of this Agreement, this Agreement shall be binding upon the successors and assigns of Owner, shall be covenants running with the Land, and shall be binding upon all future owners of the Land.

22. **Counterparts.** This Agreement, which may be executed in counterpart, shall constitute the entire agreement between the parties regarding the subject of this Agreement.

23. **Waiver of Claims.** Owner knowingly and voluntarily forever releases and discharges the City and all of its past and present elected officials, officers, directors, agents, employees, successors, assigns, attorneys and representatives from all legal and equitable claims, causes of action, debts, accounts and damages, known or unknown, asserted or unasserted, and of every nature and extent whatsoever, that the Owner has against the City and arising from actions, omissions, delays or other events that occurred prior to the date of this Agreement. The Owner, on behalf of itself and all other parties having an interest in the Land, intends to encumber the Land with the following agreements and waivers. Owner agrees and consents to all the conditions imposed by this Agreement and, by signing this Agreement, waives any and all claims, suits, damages, compensation and causes of action for diminution in value of the Land the owner of the Land may have now or in the future under the provisions of A.R.S. §§ 12-1134 through and including 12-1136 resulting from this Agreement or from any "land use law" (as such term is defined in the aforementioned statute sections) expressly permitted or contemplated by this Agreement to be enacted, adopted or applied by the City now or hereafter. Owner acknowledges and agrees the terms and conditions set forth in this Agreement cause an increase in the fair market value of the Land and such increase exceeds any possible reduction in the fair market value of the Land caused by any future land use laws, rules, ordinances, resolutions or actions expressly permitted or contemplated by this Agreement and adopted or applied by the City to the Land.

24. **Amendment.** Any amendment to this Agreement shall be in writing.

25. **Section Titles.** The section titles in this Agreement are not part of this Agreement and are for convenience only.

26. **Notices.** All notices, requests, waivers, approvals, acceptances or other communications under this Agreement shall be in writing and shall be deemed given when personally delivered or transmitted by facsimile or two (2) days after mailing by certified mail, return receipt requested and postage prepaid, to the addresses or facsimile numbers set forth below:

(a) City

City of Buckeye
Attention: City Manager
530 East Monroe Avenue
Buckeye, Arizona 85326

With a copy to:

Gust Rosenfeld, P.L.C.
Attention: Shiela B. Schmidt, Esq.
One East Washington, Suite 1600
Phoenix, Arizona 85004-2553
Email: sschmidt@gustlaw.com

(b) Owner

SH ASSET, LLC
Attention: Mike Stewart, Waterloo Associates
206 Wild Basin Road, St. 203 (Bldg. A)
Austin, TX 78746
Email: mstewart@waterloo-associates.com

With a copy to:

William Ryan Homes
Attention: Chris Bramwell
300 N. 56th Street, Suite 200
Chandler, AZ 85226
Email: cbramwell@wmryan.com

No notice to a party shall be effective unless and until a copy of such notice is given to, or, as appropriate, received by, all persons indicated above as entitled to receive required copies of notices to that party. The above described recipients of notices may change their address for notice purposes by giving the other parties notice of such change; provided, however, that no such change in notice shall be effective for a period of ten (10) days following such notice of such change. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by legal counsel for such party.

27. **Force Majeure.** The performance of either party and the duration of this Agreement shall be extended by any causes that are beyond the control of the party required to perform, such as an act of God, civil or military disturbance and labor or material shortage.

28. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Arizona, and any litigation shall take place only in Maricopa County, Arizona.

29. **Attorneys' Fees.** The prevailing party in any litigation in connection with this Agreement shall be entitled to its attorneys' fees and costs.

30. **No Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Owner of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

31. **Severability.** If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect if the remaining provisions permit the parties to achieve the practical and proportional benefits and obligations of the arrangements contemplated by this Agreement. Otherwise, either party may terminate this Agreement.

32. **Insurance.** All contractors or subcontractors performing any portion of the work to construct or complete the Infrastructure shall provide the following insurance policies, which policies shall endorse the City as an additional insured and shall not be reduced, otherwise modified, or terminated without thirty (30) days prior written notice to the City:

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

General Aggregate	$2,000,000
Products – Completed Operations	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

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

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

(c) Worker's Compensation and Employers' Liability
Policy shall contain a waiver of subrogation against the City of Buckeye.

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$1,000,000
Disease - Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

All policies shall be procured and maintained until all obligations under this Agreement have been discharged, including any warranty periods. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

33. **Signature.** The parties have executed this Agreement as of the Effective Date.

[SIGNATURES ON FOLLOWING PAGES]

CITY:

CITY OF BUCKEYE,
an Arizona municipal corporation

By: _____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

STATE OF ARIZONA
COUNTY OF MARICOPA

On this _____ day of _____, 2022, before me personally appeared Eric W. Orsborn, the Mayor of the City of Buckeye, Arizona, a municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed this Public Infrastructure Assurance Agreement on behalf of the City.

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

(Seal and Expiration Date)

_____
Notary Public in and for the State of Arizona

OWNER:

SH Asset, LLC, a Texas limited liability company

By: _____

Name: Michael Stewart

Title: Manager

STATE OF Texas
COUNTY OF Travis

On this 12 day of April, 2022, before me personally appeared Michael Stewart, the Manager of SH Asset LLC, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he/she signed this Public Infrastructure Assurance Agreement on behalf of SH Asset LLC.

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

(Seal and Expiration Date)

COALTER TY GEBHART
NOTARY PUBLIC
STATE OF TEXAS
ID. 133507338
EXP. 12-29-2025

_____
Notary Public in and for the State of Texas

SBS:sbs 4246535.1 9/16/2021

EXHIBIT A
TO
PUBLIC INFRASTRUCTURE ASSURANCE AGREEMENT

[Legal Description of Land]

See following page(s)

APRIL 8, 2022

EXHIBIT "A"
LEGAL DESCRIPTION
SIENNA HILLS PARCEL 4 NORTH 6 NORTH BOUNDARY

A PARCEL OF LAND, SITUATED IN A PORTION OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER MERIDIAN, CITY OF BUCKEYE, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND GENERAL LAND OFFICE (GLO) BRASS CAP MONUMENTING THE NORTHWEST CORNER OF SAID SECTION 36, FROM WHICH A FOUND GLO BRASS CAP MONUMENTING THE NORTH QUARTER CORNER OF SAID SECTION 36, BEARS SOUTH 89°39'16" EAST (A MEASURED GEODETIC BEARING AND BASIS OF BEARINGS FOR THIS DESCRIPTION), A DISTANCE OF 2,640.96 FEET;

THENCE SOUTH 89°39'16" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 2,640.96 FEET, TO SAID FOUND GLO BRASS CAP MONUMENTING SAID NORTH QUARTER CORNER OF SAID SECTION 36;

THENCE SOUTH 89°49'47" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36, A DISTANCE OF 1,502.43 FEET, TO THE NORTHWEST CORNER OF "PARCEL 11A NORTH" RECORDED AS THE FINAL PLAT OF "SIENNA HILLS - PARCEL 3B NORTH", RECORDED AS BOOK 1344, PAGE 27, MARICOPA COUNTY RECORDS (MCR), FROM WHICH A FOUND GLO BRASS CAP MONUMENTING THE NORTHEAST CORNER OF SAID SECTION 36, BEARS SOUTH 89°49'47" EAST, A DISTANCE OF 1,132.79 FEET;

THENCE DEPARTING SAID NORTH LINE OF SAID NORTHEAST QUARTER, ALONG SAID WESTERLY LINE OF SAID FINAL PLAT OF "SIENNA HILLS - PARCEL 3B NORTH", THE FOLLOWING ELEVEN (11) COURSES:

THENCE SOUTH 0°10'13" WEST, A DISTANCE OF 48.91 FEET, TO AN ANGLE POINT;

THENCE SOUTH 10°27'31" EAST, A DISTANCE OF 89.99 FEET, TO AN ANGLE POINT;

THENCE SOUTH 18°03'28" EAST, A DISTANCE OF 73.94 FEET, TO AN ANGLE POINT;

THENCE SOUTH 36°40'52" EAST, A DISTANCE OF 74.45 FEET, TO AN ANGLE POINT;

THENCE SOUTH 43°21'39" EAST, A DISTANCE OF 81.50 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, TO THE LEFT, CONCAVE SOUTHEASTERLY, THE RADIUS POINT OF WHICH BEARS SOUTH 35°07'32" EAST, A DISTANCE OF 170.00 FEET;

THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 8°14'06", AN ARC LENGTH OF 24.43 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°45'24" WEST AND A CHORD LENGTH OF 24.41 FEET, TO THE END OF SAID CURVE;

THENCE SOUTH 46°38'21" WEST, A DISTANCE OF 85.65 FEET, TO AN ANGLE POINT;

THENCE NORTH 88°21'39" WEST, A DISTANCE OF 21.21 FEET, TO AN ANGLE POINT;

THENCE NORTH 43°21'39" WEST, A DISTANCE OF 6.00 FEET, TO AN ANGLE POINT;

THENCE SOUTH 46°38'21" WEST, A DISTANCE OF 40.00 FEET, TO AN ANGLE POINT;

THENCE SOUTH 43°21'39" EAST, A DISTANCE OF 41.00 FEET, TO THE NORTHEASTERNMOST CORNER OF TRACT "A" RECORDED AS THE FINAL PLAT OF "SIENNA HILLS - PARCEL 12 NORTH", RECORDED AS BOOK 1240, PAGE 11, MCR;

THENCE ALONG THE NORTHERLY LINE OF SAID TRACT "A", THE FOLLOWING SEVEN (7) COURSES:

THENCE SOUTH 46°38'21" WEST, A DISTANCE OF 114.11 FEET, TO AN ANGLE POINT;

THENCE SOUTH 79°30'59" WEST, A DISTANCE OF 539.62 FEET, TO AN ANGLE POINT;

THENCE NORTH 70°04'19" WEST, A DISTANCE OF 346.47 FEET, TO AN ANGLE POINT;

THENCE SOUTH 72°32'48" WEST, A DISTANCE OF 562.38 FEET, TO THE WESTERNMOST CORNER OF SAID TRACT "A", BEING ALSO THE BEGINNING OF A NON-TANGENT CURVE, TO THE LEFT, CONCAVE NORTHEASTERLY, THE RADIUS POINT OF WHICH BEARS NORTH 57°18'17" EAST, A DISTANCE OF 240.00 FEET;

THENCE SOUTHEASTERLY, ALONG THE SOUTHWESTERLY LINE OF SAID TRACT "A" AND ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 33°53'19", AN ARC LENGTH OF 141.95 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°38'23" EAST AND A CHORD LENGTH OF 139.89 FEET, TO A REVERSE CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, THE RADIUS POINT OF WHICH BEARS SOUTH 23°24'57" WEST, A DISTANCE OF 600.00 FEET;

THENCE SOUTHEASTERLY, CONTINUING ALONG SAID SOUTHWESTERLY LINE OF SAID TRACT "A" AND ALONG SAID REVERSE CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 22°30'25", AN ARC LENGTH OF 235.69 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°19'50" EAST AND A CHORD LENGTH OF 234.18 FEET, TO THE END OF SAID CURVE;

THENCE SOUTH 44°34'35" EAST, CONTINUING ALONG SAID SOUTHWESTERLY LINE OF SAID TRACT "A", A DISTANCE OF 58.61 FEET, TO THE NORTHERNMOST POINT OF FIRESIDE PARKWAY RECORDED AS "FIRESIDE AT SIENNA HILLS MCDOWELL ROAD AND FIRESIDE PARKWAY MAP OF DEDICATION", RECORDED AS BOOK 893, PAGE 11, MCR;

THENCE SOUTH 44°44'40" WEST, ALONG THE NORTHWESTERLY RIGHT-OF WAY LINE OF SAID FIRESIDE PARKWAY, A DISTANCE OF 40.00 FEET, TO THE WESTERNMOST POINT OF SAID FIRESIDE PARKWAY;

THENCE SOUTH 44°34'54" EAST, ALONG THE SOUTHERLY RIGHT-OF WAY LINE OF SAID FIRESIDE PARKWAY, A DISTANCE OF 1,300.00 FEET, TO THE NORTHERNMOST POINT OF "PARCEL 10 NORTH" OF THE FINAL PLAT OF "SIENNA HILLS - PARCEL 9 NORTH & PARCEL 10 NORTH", RECORDED AS BOOK 1208, PAGE 34, MCR;

THENCE SOUTH 45°25'06" WEST, ALONG SAID "PARCEL 10 NORTH", A DISTANCE OF 30.00 FEET, TO A POINT ON THE NORTHWESTERLY LINE OF SAID "PARCEL 10 NORTH", BEING ALSO THE EASTERN-MOST POINT OF "TRACT NO. 2" PER THAT CERTAIN QUIT CLAIM DEED, RECORDED AS INSTRUMENT # 2005-1971305, MCR;

THENCE NORTH 44°34'54" WEST, ALONG THE NORTHEASTERLY LINE OF SAID “TRACT NO. 2”, A DISTANCE OF 1,300.00 FEET, TO NORTHERN-MOST POINT, OF SAID “TRACT NO. 2”;

THENCE SOUTH 45°25'06" WEST, ALONG THE NORTHWESTERLY LINE OF SAID “TRACT NO. 2”, A DISTANCE OF 910.32 FEET, TO AN ANGLE POINT;

THENCE DEPARTING SAID “TRACT NO. 2”, NORTH 44°34'54" WEST, A DISTANCE OF 210.00 FEET, TO AN ANGLE POINT;

THENCE NORTH 45°25'06" EAST, A DISTANCE OF 38.82 FEET, TO AN ANGLE POINT;

THENCE NORTH 44°34'54" WEST, A DISTANCE OF 132.25 FEET, TO AN ANGLE POINT;

THENCE NORTH 45°25'06" EAST, A DISTANCE OF 200.00 FEET, TO AN ANGLE POINT;

THENCE NORTH 44°34'54" WEST, A DISTANCE OF 129.06 FEET, TO AN ANGLE POINT;

THENCE SOUTH 62°39'40" WEST, A DISTANCE OF 8.66 FEET, TO AN ANGLE POINT;

THENCE NORTH 27°20'20" WEST, A DISTANCE OF 40.00 FEET, TO AN ANGLE POINT;

THENCE SOUTH 62°39'40" WEST, A DISTANCE OF 53.97 FEET, TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, THE RADIUS POINT OF WHICH BEARS SOUTH 27°20'20" EAST, A DISTANCE OF 245.00 FEET;

THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 6°42'34", AN ARC LENGTH OF 28.69 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°18'23" WEST AND A CHORD LENGTH OF 28.67 FEET, TO THE END OF SAID CURVE

THENCE NORTH 44°17'30" WEST, A DISTANCE OF 123.82 FEET, TO AN ANGLE POINT;

THENCE NORTH 47°38'05" WEST, A DISTANCE OF 325.53 FEET, TO AN ANGLE POINT;

THENCE SOUTH 38°59'05" WEST, A DISTANCE OF 725.35 FEET, TO AN ANGLE POINT;

THENCE SOUTH 60°22'04" WEST, A DISTANCE OF 615.30 FEET, TO AN ANGLE POINT;

THENCE NORTH 89°52'59" WEST, A DISTANCE OF 618.86 FEET, TO AN ANGLE POINT;

THENCE NORTH 74°17'33" WEST, A DISTANCE OF 148.02 FEET, TO A POINT ON THE WEST LINE OF SAID SECTION 36, FROM WHICH A GLO BRASS CAP MONUMENTING THE WEST QUARTER CORNER OF SAID SECTION 36, BEARS SOUTH 0°06'34" EAST, A DISTANCE OF 955.15 FEET;

THENCE NORTH 0°06'34" WEST, ALONG SAID WEST LINE OF SAID SECTION 36; A DISTANCE OF 1,678.00 FEET, TO THE **TRUE POINT OF BEGINNING.**

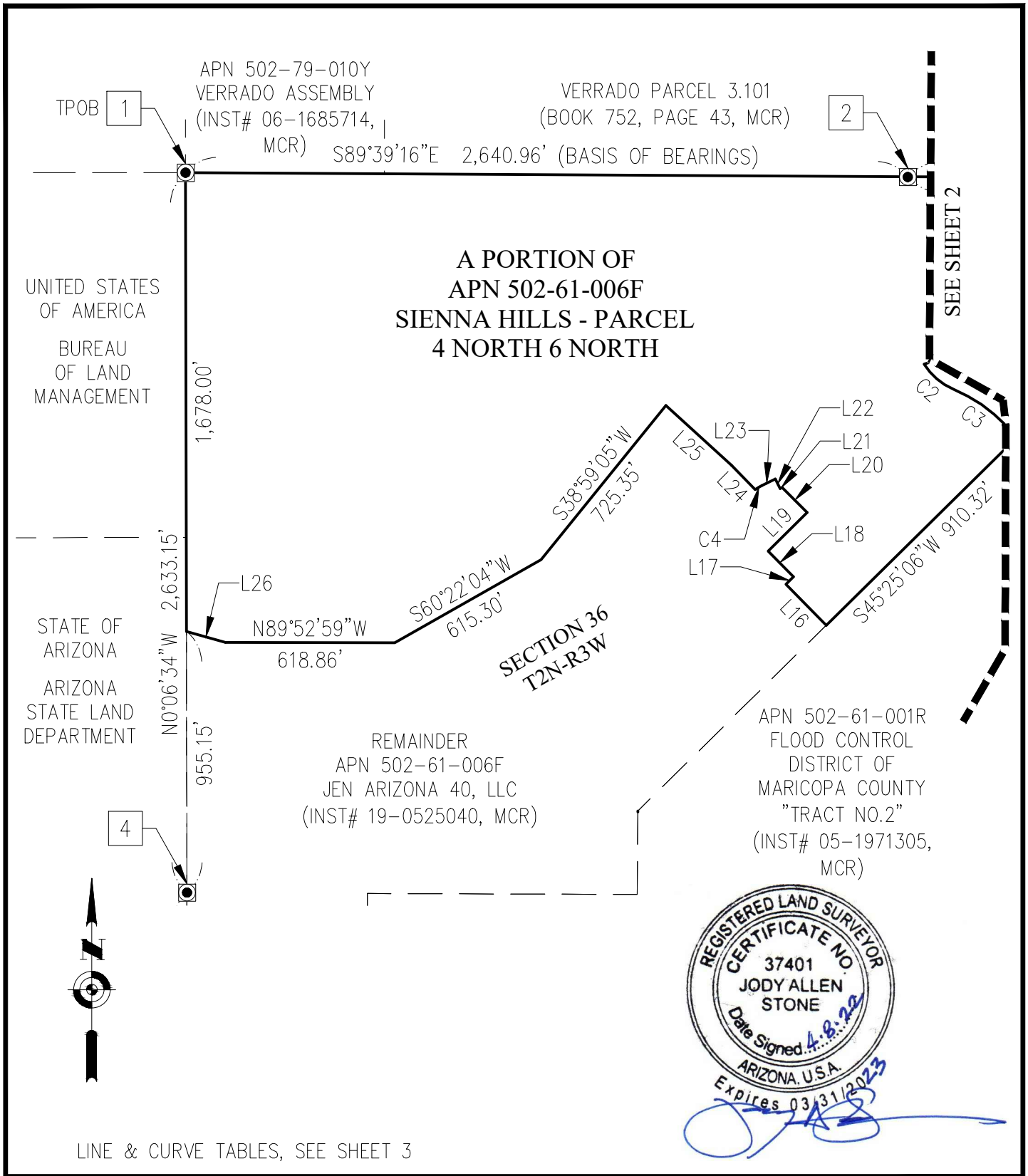
CONTAINING 4,862,624 SQUARE FEET, OR 111.6305 ACRES MORE OR LESS.
SUBJECT TO EXISTING RIGHTS-OF-WAYS AND EASEMENTS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37401
JODY ALLEN
STONE
Date Signed 4-8-22
ARIZONA, U.S.A.
Expires 03/31/2023

EXHIBIT B
TO
PUBLIC INFRASTRUCTURE ASSURANCE AGREEMENT

[Depiction of Land]

See following page(s)



LINE & CURVE TABLES, SEE SHEET 3

HUITT-ZOLLARS

5050 N. 40TH Street, Suite 100 | Phoenix, AZ 85018
Office (602) 252-8384
www.huitt-zollars.com
ADVANCEDESIGN℠

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

EXHIBIT "B"
SIENNA HILLS - PARCEL
4 NORTH 6 NORTH BOUNDARY

SHEET 1 OF 4

SCALE	*1"=500'*
DRAWN BY	*JGV*
CHECKED BY	*JAS*
DATE	*4/8/2022*
JOB NO.	*R311080.03*

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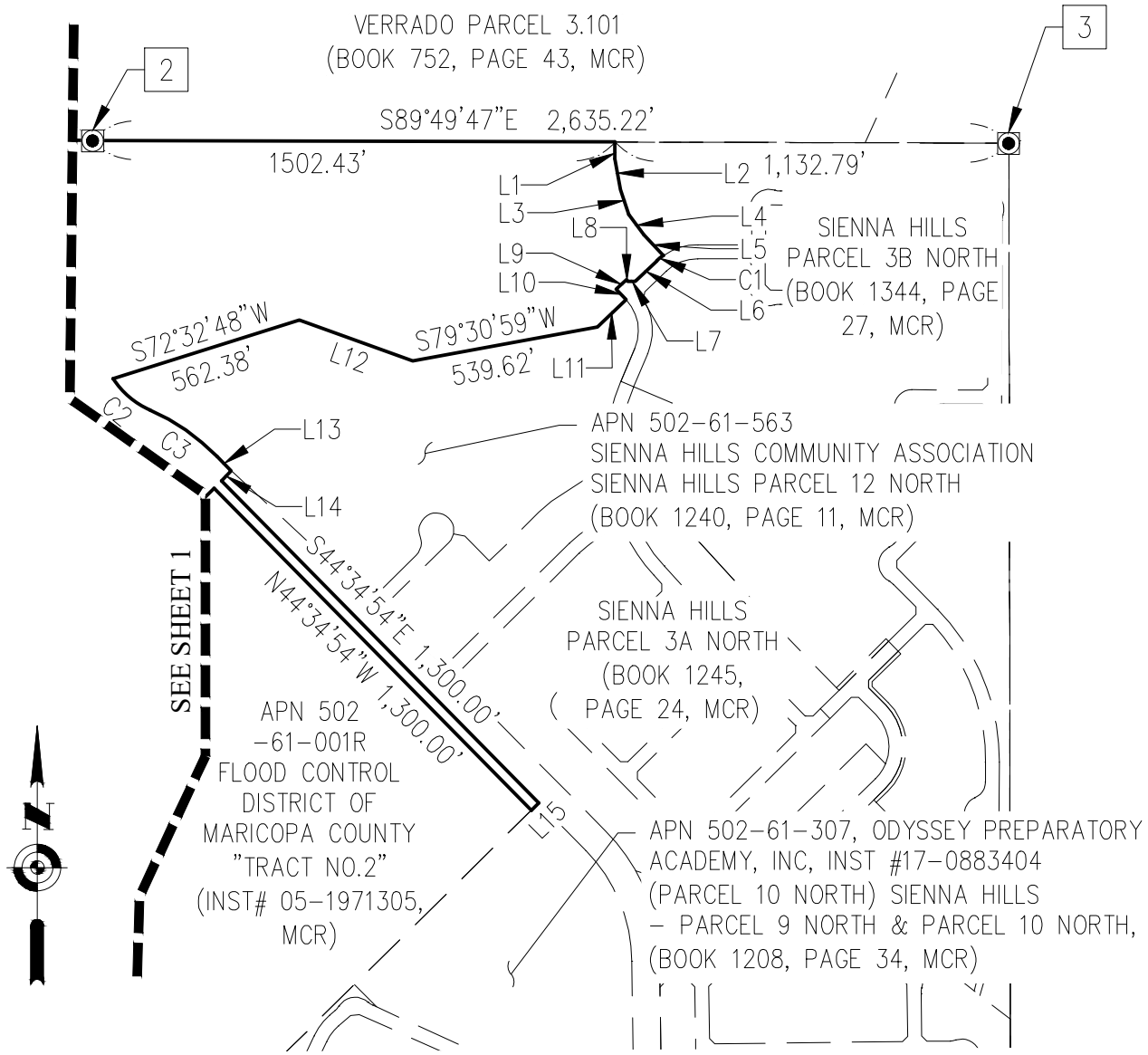

LINE & CURVE TABLES, SEE SHEET 3

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EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

EXHIBIT "B"
SIENNA HILLS - PARCEL
4 NORTH 6 NORTH BOUNDARY

SHEET 2 OF 4

SCALE	1"=500'
DRAWN BY	JGV
CHECKED BY	JAS
DATE	4/8/2022
JOB NO.	R311080.03

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LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S0°10'13"W	48.91'
L2	S10°27'31"E	89.99'
L3	S18°03'28"E	73.94'
L4	S36°40'52"E	74.45'
L5	S43°21'39"E	81.50'
L6	S46°38'21"W	85.65'
L7	N88°21'39"W	21.21'
L8	N43°21'39"W	6.00'
L9	S46°38'21"W	40.00'
L10	S43°21'39"E	41.00'
L11	S46°38'21"W	114.11'
L12	N70°04'19"W	346.47'
L13	S44°34'35"E	58.61'
L14	S44°44'40"W	40.00'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L15	S45°25'06"W	30.00'
L16	N44°34'54"W	210.00'
L17	N45°25'06"E	38.82'
L18	N44°34'54"W	132.25'
L19	N45°25'06"E	200.00'
L20	N44°34'54"W	129.06'
L21	S62°39'40"W	8.66'
L22	N27°20'20"W	40.00'
L23	S62°39'40"W	53.97'
L24	N44°17'30"W	123.82'
L25	N47°38'05"W	325.53'
L26	N74°17'33"W	148.02'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	170.00'	8°14'06"	24.43'	S50°45'24"W	24.41'
C2	240.00'	33°53'19"	141.95'	S49°38'23"E	139.89'
C3	600.00'	22°30'25"	235.69'	S55°19'50"E	234.18'
C4	245.00'	6°42'34"	28.69'	S59°18'23"W	28.67'

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EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

EXHIBIT "B"
SIENNA HILLS - PARCEL
4 NORTH 6 NORTH BOUNDARY

SHEET 3 OF 4

SCALE	*N/A*
DRAWN BY	*JGV*
CHECKED BY	*JAS*
DATE	*4/8/2022*
JOB NO.	*R311080.03*

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MONUMENT LEGEND

1	FOUND 2-1/2" GLO BRASS CAP, NORTHWEST CORNER, SECTION 36
2	FOUND 2-1/2" GLO BRASS CAP (DISTURBED), NORTH 1/4 CORNER, SECTION 36
3	FOUND 2-1/2" GLO BRASS CAP, NORTHEAST CORNER, SECTION 36
4	FOUND 2-1/2" GLO BRASS CAP, WEST 1/4 CORNER, SECTION 36

LEGEND

◉	INDICATES SECTION CORNER, AS NOTED
APN	ASSESSOR'S PARCEL NUMBER
GLO	GENERAL LAND OFFICE
BK	BOOK
PG	PAGE
R/W	RIGHT-OF-WAY
C#	CURVE NUMBER
L#	LINE NUMBER
INST	INSTRUMENT
MCR	MARICOPA COUNTY RECORDS
TPOB	TRUE POINT OF BEGINNING

———	DESCRIPTION BOUNDARY LINE
—— – ——— – ——	SECTION LINE
——— – – ———	RIGHT-OF-WAY LINE
— —— —— —— —	ADJACENT PROPERTY LINE

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EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

EXHIBIT "B"
SIENNA HILLS - PARCEL
4 NORTH 6 NORTH BOUNDARY

SHEET 4 OF 4

SCALE	*N/A*
DRAWN BY	*JGV*
CHECKED BY	*JAS*
DATE	*4/8/2022*
JOB NO.	*R311080.03*

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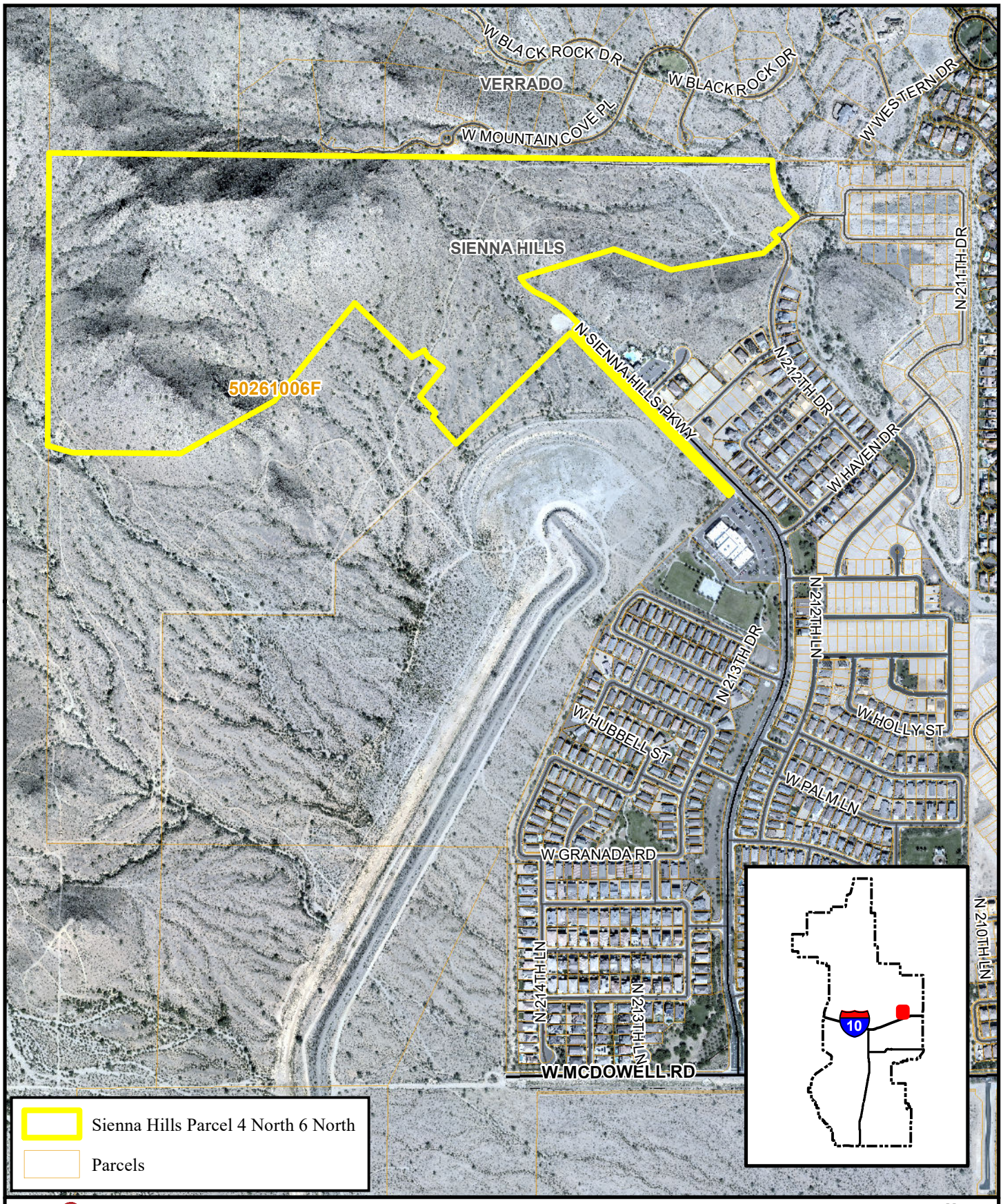
EXHIBIT C
TO
PUBLIC INFRASTRUCTURE ASSURANCE AGREEMENT

[Description of Infrastructure for the Land]

SIENNA HILLS

PARCEL 4N/6N
Schedule of Plans and Specifications

1. Sienna Hills Parcel 4N/6N – Paving Plans, Huitt-Zollars, Inc., ENG-21-0154
2. Sienna Hills Parcel 4N/6N – Water Plans, Huitt-Zollars, Inc., ENG-21-0156
3. Sienna Hills Parcel 4N/6N – Streetlight Plans, Wright Engineering, ENG-21-0158
4. Sienna Hills Parcel 4N/6N – Grading Plans, Huitt-Zollars Inc., ENG-21-0407
5. Sienna Hills Parcel 4N/6N – Sewer Plans, Huitt-Zollars, Inc., ENG-21-0157



BUCKEYE, AZ

Sienna Hills Parcel 4 North 6 North
Public Infrastructure Agreement

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

0 250 500 1,000 Feet

N

Date: 5/2/2022

Document Name: SiennaHillsParcel4North6North_8x11

RESOLUTION NO. 54-22

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING THE PUBLIC INFRASTRUCTURE ASSURANCE AGREEMENT BETWEEN THE CITY OF BUCKEYE, AN ARIZONA MUNICIPAL CORPORATION, AND SH ASSET, LLC, A TEXAS LIMITED LIABILITY COMPANY, REGARDING SIENNA HILLS PARCEL 4 NORTH 6 NORTH; AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID AGREEMENT ON BEHALF OF THE CITY OF BUCKEYE.

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

Section 1. The Public Infrastructure Assurance Agreement between the City of Buckeye, an Arizona municipal corporation, and SH Asset, LLC, a Texas limited liability company, regarding Sienna Hills Parcel 4 North 6 North, is hereby approved in substantially 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 cause the execution and delivery of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 17th day of May, 2022.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

MG2:mg2 4438322.1 5/2/2022

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 05/17/22	**AGENDA ITEM:** 6.G. Sienna Hills 5 North - Public Infrastructure Assurance Agreement Resolution No. 60-22
DATE PREPARED: 05/17/22	**DISTRICT NO.:** 6
STAFF LIAISON: Scott Zipprich, City Engineer, szipprich@buckeyeaz.gov, (623) 349-6217	
DEPARTMENT: Engineering	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Resolution No. 60-22 approving the Public Infrastructure Assurance Agreement between the City of Buckeye, an Arizona municipal corporation, and SH Asset, LLC, a Texas limited liability company, regarding Sienna Hills Parcel 5 North; and authorizing the Mayor to execute and deliver said Agreement on behalf of the City of Buckeye.

RELEVANT GOALS:
GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

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

SUMMARY

PROJECT DESCRIPTION:
City Code requires that landowners construct and install all necessary public improvements, at no cost to the City, for the City to provide municipal services to the development. In addition, City Code requires that landowners provide financial assurance to the City to assure the City that the necessary public infrastructure will be constructed and installed by the landowner to serve the development. This Agreement allows the City, subject to the terms and conditions of the Agreement, to accept as financial assurance from the Owner the withholding of the issuance of all building permits for single-family construction in connection with the development of the Land until the date that the Owner has completed the construction of all public infrastructure for the Land in accordance with plans as approved by the City.

BENEFITS:
Land development ensures the planning, designing, engineering, construction, acquisition, and/or provision of public services/infrastructure improvements for the land's development. The Agreement allows for future growth and provides the infrastructure to the City Of Buckeye residents.

FUTURE ACTION:
The City and Owner acknowledge that the development of the Land per this Agreement will result in the planning, design, engineering, construction, acquisition, and/or provision of public services/infrastructure improvements to support municipal services to the Land. Further, this arrangement will allow the Owner to proceed with constructing and installing the required public infrastructure without incurring the cost of performance or payment bonds as financial assurance and

instead utilize the withholding of building permits according to the provisions of the Agreement until the necessary public infrastructure for the development of the Land has been completed and accepted by the City.

FINANCIAL IMPACT STATEMENT:
There is no financial impact to the City.

CURRENT FISCAL YEAR TOTAL COST:
N/A

BUDGETED:
No

FISCAL YEAR:
2022-2023

FUND/DEPARTMENT:
N/A

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Sienna Hills Parcel 5N Public Infrastructure Assurance Agreement.pdf
SiennaHillsParcel5North_8x11.pdf
RES 60-22 Sienna Hills 5 North - Public Infrastructure Assurance Agreement.pdf

WHEN RECORDED, RETURN TO:

City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
ATTN: Lucinda J. Aja, City Clerk

PUBLIC INFRASTRUCTURE ASSURANCE AGREEMENT

DATED _____, 2022

BETWEEN

THE CITY OF BUCKEYE, an Arizona municipal corporation,

AND

SH ASSET, LLC, a Texas limited liability company

PUBLIC INFRASTRUCTURE ASSURANCE AGREEMENT

1. **Date.** The date of this Public Infrastructure Assurance Agreement ("***Agreement***") is _____, 2022 (the ***"Effective Date"***).

2. **Parties.** The parties to this Agreement are:

(a) City of Buckeye
Attention: City Manager
530 East Monroe Avenue
Buckeye, AZ 85326 (the ***"City"***)

(b) SH ASSET, LLC
Attention: Mike Stewart, Waterloo Associates
206 Wild Basin Road, St. 203 (Bldg. A)
Austin, TX 78746
("***Owner***")

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

(a) Owner is the owner of certain real property generally located at the terminus of Sienna Hills Parkway, north of McDowell Road in the City of Buckeye, Arizona and consisting of approximately 19.17 acres, as legally described in the attached **Exhibit A** (the "***Land***") and depicted in the attached **Exhibit B**, each of which are incorporated in this Agreement as is fully set forth herein.

(b) Owner and the City are entering into this Agreement pursuant to the provisions of Arizona Revised Statutes ("***A.R.S***.") §9-500.05 to facilitate the proper development of the Land by providing for, among other things, conditions, terms, restrictions and requirements for the construction and installation of public services/infrastructure improvements and other matters related directly or indirectly to the development of the Land.

(c) Owner acknowledges that the development of the Land pursuant to this Agreement will result in benefits to Owner by providing and allowing the Owner to have the ability to develop the Land in accordance with this Agreement.

(d) Among other things, the City and Owner acknowledge that development of the Land in accordance with this Agreement will result in the planning, design, engineering, construction, acquisition, installation, and/or provision of public services/infrastructure improvements that will support development of the Land.

(e) Following the approval and execution of this Agreement by the parties, Owner intends to convey parcels within the Land to various third party homebuilders. Notwithstanding such conveyances, Owner intends to construct and install the public services/infrastructure improvements necessary for the development of the Land, and dedicate all necessary real property and easements to the City, all pursuant to the terms and conditions of this Agreement. Owner acknowledges and agrees that Owner, or Owner's successor(s) or assign(s),

is required to construct the public services/infrastructure improvements necessary for the development of the Land.

(f) City Code requires financial assurance that the public infrastructure necessary to provide municipal services to the Land will be timely completed and in accordance with City requirements. Financial assurance may be in the form of performance bonds or as provided in City Code. Owner has requested of the City, and the City is willing to agree, subject to the terms and conditions of this Agreement, that the City accept as financial assurance from the Owner the withholding of the issuance of any and all building permits for single family construction in connection with the development of the Land until the date that all of the following have occurred: (i) Owner has completed the construction of all public infrastructure for the Land in accordance with plans as approved by the City, and (ii) Owner has completed the construction of all public infrastructure for the Land in accordance with the Laws and Regulations (defined in Section 6(a) of this Agreement), and (iii) the City Engineer, in the City Engineer's sole discretion, has accepted, in writing, all of the public infrastructure necessary to serve the Land.

4. Agreement. For good and valuable consideration, including the benefits to the City and Owner as described above, the City and Owner agree as is more specifically set forth in this Agreement.

5. Recitals. The Recitals set forth in Section 3(a) through (f) above are incorporated as if fully set forth in this Agreement.

6. Laws and Regulations.

(a) The City Code, including but not limited to that portion titled the "Development Code" as amended from time to time, shall govern the development of the Land. The City must be able to regulate the planning and development of the Land and the construction and installation of improvements on the Land in order to serve the best interests of the City. Consequently, the City reserves, exercising its sole and absolute discretion, the right to amend existing or to adopt new laws, rules, regulations and standards of development for the City, including resolutions, official policies and procedures (such as, but not limited to, the Model Home Complexes Vertical Construction Permits Development Procedure No. 19-01 effective August 13, 2019), and the Development Code (all of the foregoing collectively, as amended or adopted from time to time, the ***"Laws and Regulations"***). The Laws and Regulations shall apply to the Land.

(b) Notwithstanding any provision of this Agreement, future Laws and Regulations shall apply to the Land, regardless of the impact on the development of the Land, if such future Laws and Regulations are required or mandated by federal, state or county law or regulation; required or imposed by judicial or regulatory action; or necessary to alleviate or otherwise contain threats to public health or safety.

(c) Any change to the Laws and Regulations as allowed in this section shall not discriminate against Owner and the Land, and any change shall be uniformly applied to all similar land and landowners at such time such land is within the boundaries of the City.

7. <u>Infrastructure; Necessary Property; Easements</u>.

(a) (i) The design, construction and installation of all water and wastewater facilities, public streets, parkways, alleys, curbs, gutters, sidewalks and traffic control, directional signs and other public infrastructure and public facilities in connection with the development of the Land as required by the City and the Laws and Regulations (collectively, the "***Infrastructure***") shall be in conformance with the plans and specifications as approved by the City (collectively, the "***Technical Specifications***") that are in effect at the time the Infrastructure is constructed and installed. A description of the Infrastructure to be constructed and completed by Owner, or Owner's successor(s) or assign(s), pursuant to this Agreement is attached as **<u>Exhibit C</u>** and incorporated in this Agreement as if fully set forth herein. Owner acknowledges and agrees that the Infrastructure described on **<u>Exhibit C</u>** may be modified by the City in the City's sole discretion, in order for the necessary public infrastructure to be constructed and installed for development of the Land to allow the City to provide municipal services to the Land. Owner further acknowledges and agrees that the Technical Specifications may be modified by the City from time to time in order to comply with the Laws and Regulations or to enhance operating efficiency. Any modification by the City to the Technical Specifications shall not be applied retroactively to any Infrastructure to the extent the City has already granted approval based on prior Technical Specifications and Owner has materially and substantially acted on such approval. Owner shall construct or cause to be constructed and installed, in accordance with the Technical Specifications and the Laws and Regulations and all other applicable rules, regulations, construction standards and governmental review processes, all Infrastructure required by the City and the Laws and Regulations in order to serve the Land. Owner shall construct and install, or cause to be constructed and installed, all Infrastructure at no cost to the City. All Infrastructure shall be installed in a workmanlike manner in conformity with the plans and specifications that are submitted to and approved by the City. Dedication of Infrastructure or construction of Infrastructure within public rights-of-way or easements by the Owner shall not constitute acceptance of the Infrastructure by the City or for purposes of starting any warranty period.

(ii) Owner, its agents and employees shall have the additional right, upon receipt from the City of an appropriate encroachment permit, to enter and remain upon and cross over any City easements or rights-of-way to the extent reasonably necessary to facilitate construction of the Infrastructure or to perform necessary maintenance or repairs of such Infrastructure. Owner's use of such easements and rights-of-way, pursuant to an encroachment permit, shall not impede or adversely affect the City's use and enjoyment thereof.

(iii) Owner shall restore such City easements and rights-of-way, used pursuant to the encroachment permit, to their condition prior to Owner's entry upon completion of construction of the Infrastructure, repairs, or maintenance. Owner, its agent(s), and employees, also shall have the right, upon receipt from the City of an appropriate encroachment permit, to enter and remain upon and cross over any City, easements or rights-of-way to the extent reasonably necessary to install and maintain landscaping material within the portion of the City rights-of-way not used for vehicular travel.

(b) Owner acknowledges and agrees that the Laws and Regulations require Owner to provide appropriate financial assurances in such form and amount as required by the Laws and Regulations to assure that the installation of the Infrastructure is completed in

accordance with City requirements ("***Infrastructure Assurance***"). Owner has requested, and the City agrees, subject to the terms and conditions of this Agreement, that the City accept as Infrastructure Assurance from the Owner the withholding of the issuance of any and all building permits for single family construction in connection with the development of the Land until the date that all of the following have occurred: (i) Owner has completed the construction of all Infrastructure for the Land in accordance with plans as approved by the City, and (ii) Owner has completed the construction of all Infrastructure for the Land in accordance with the Laws and Regulations, and (iii) the City Engineer, in the City Engineer's sole discretion, has accepted, in writing, all of the Infrastructure necessary to serve the Land. Notwithstanding the foregoing, Owner may request from the City, prior to completion of all Infrastructure for the Land, building permits for up to four (4) model homes on the Land. Owner acknowledges and agrees that no certificates of occupancy will be issued by the City for any model home until such time as (i) Owner has completed the construction of all Infrastructure for the Land in accordance with plans as approved by the City, and (ii) Owner has completed the construction of all Infrastructure for the Land in accordance with the Laws and Regulations, and (iii) the City Engineer, in the City Engineer's sole discretion, has accepted, in writing, all of the Infrastructure necessary to serve the Land. Except for building permits for up to four (4) model homes that may be requested by Owner pursuant to the provisions in this Agreement, Owner, or Owner's successor(s) shall not request from the City any building permits for single family construction in connection with development of the Land prior to the date of the City Engineer's Letter of Acceptance (defined in Section 7(c) below). Notwithstanding the foregoing, Owner will have the right at any time to use a substitute Infrastructure Assurance in the form of a letter of credit or performance bond that satisfies the Laws and Regulations, in which event the restrictions set forth above relating to the issuance of building permits and certificates of occupancy will no longer apply, provided that Owner, or its successor(s) or assign(s), complies with City requirements in connection with financial assurance for public improvements including entering into the City's form of Public Infrastructure Assurance Agreement.

(c) Owner shall notify the City Engineer or designee in writing of the presumptive collective completion of all Infrastructure. Owner shall give the City Engineer or designee written notice ("***Notice to Confirm***") promptly following completion of all Infrastructure. Within thirty (30) business days after its receipt of the Notice to Confirm, the City Engineer or designee shall inspect the Infrastructure as to whether it has been constructed in accordance with the City-approved plans, the Technical Specifications and Laws and Regulations as verified by the inspection of the completed Infrastructure by the City Engineer or designee. Upon completion of the inspection, the City Engineer or designee shall deliver written notice to Owner within thirty (30) business days of the inspection either (1) approving construction and agreeing to accept conveyance of such Infrastructure (the "***Acceptance Letter***"); or (2) identifying, through a punch list, all specific items that are not in accordance with the City-approved plans, Technical Specifications and Laws and Regulations and that are to be corrected by Owner. Owner shall make all such corrections within the time period determined by the City Engineer or designee. An Acceptance Letter will not be issued for outstanding punch list items. Except for building permits for up to four (4) model homes that may be requested by Owner pursuant to the provisions in this Agreement, Acceptance Letters for all Infrastructure shall be required prior to the issuance of any building permits for single family construction in connection with development of the Land. Owner shall dedicate and convey to the City, at no cost to the City, all Infrastructure lien and debt free. Acceptance of all Infrastructure is expressly conditioned upon Owner providing the warranties for all Infrastructure, as provided in

Section 7(d), below and Owner providing a bond or cash deposit for maintenance of Infrastructure as provided in Section 7(e) below. Except as provided in Section 7(e) below, after acceptance of all Infrastructure, the City thereafter shall maintain, repair and operate the Infrastructure at its own cost.

(d) Owner shall give to City a two (2)-year warranty for all Infrastructure that is accepted by the City (and not any Infrastructure that is accepted by a private utility company, the HOA, or any other third-party), which warranty shall begin on the date that the City accepts all Infrastructure as evidenced by the Acceptance Letter. Any material deficiencies in material or workmanship identified by the City during the two-year warranty period shall be brought to the attention of Owner, who shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of the City. Continuing material deficiencies in a particular portion of such Infrastructure shall be sufficient grounds for the City to require (i) an extension of the warranty for an additional two-year period or, (ii) the proper repair of, or (iii) the removal and reinstallation of that portion of such Infrastructure that is subject to such continuing deficiencies. Regardless of whether the two-year warranty period has expired, the Owner agrees to repair any damage to the Infrastructure caused by Owner's construction activities on the Land. Nothing contained herein shall prevent the City or Owner from seeking recourse against any other third party for damage to the Infrastructure caused by such third party.

(e) Owner shall maintain and repair all Infrastructure comprised of streets, parkways, alleys, curbs, gutters, sidewalks and all appurtenances thereto at its expense, for a period of two (2) years from the date of the City Engineer's Acceptance Letter (the ***"Maintenance Term"***). Such maintenance shall consist of all maintenance and repair actions reasonably required by customary engineering industry standards for each item of Infrastructure. Prior to the City Engineer issuing the Acceptance Letter, Owner shall provide the City with a maintenance bond or cash deposit in the amount that is equal to ten (10) percent of the construction value of all Infrastructure as financial assurance that Owner will maintain and repair the Infrastructure comprised of streets, parkways, alleys, curbs, gutters, sidewalks and all appurtenances thereto at its expense during the Maintenance Term. Notwithstanding the foregoing, Owner agrees to forever maintain all landscaping located within the public easements and rights-of-way located on the Land, and such obligation shall survive the termination or expiration of this Agreement; provided, however, Owner may assign this obligation to one or more home owners associations ("***HOA***") provided such HOA is legally bound to such landscaping maintenance obligation and has adequate financial ability, reasonably acceptable to the City, to bear such obligation. Once the City has consented to the assignment of this obligation to an HOA (which consent will not be unreasonably withheld, conditioned, or delayed), Owner shall be relieved of any further obligation to maintain the landscaping.

(f) Contemporaneous with the transfer of the Infrastructure to the City in accordance with the terms and conditions of this Agreement and the Laws and Regulations, Owner, at no cost to the City, shall convey to the City, by special warranty deed, all real property necessary for the City to own, operate, and maintain the Infrastructure (the "***Necessary Property***") together with all of the property and equipment comprising the Infrastructure that may properly be characterized as fixtures located thereon. In addition, Owner shall grant to the City, at no cost to the City, all rights-of-way, easements, access rights and other interests in real property necessary for the ownership, construction, installation, operation, maintenance and repair of the Infrastructure as required by the City including easements: (i) as are necessary for

the operation, maintenance and repair of the Infrastructure as part of the City's infrastructure systems, including easements for ingress, egress, utilities and, if necessary, noise and odor; and (ii) from the Infrastructure to the point of connection to the then existing or proposed infrastructure system for the Land at the nearest point of interconnection in a public right-of-way or such other location approved by the City and as are necessary for the purpose of construction, installation, operation, maintenance and repair of the property and equipment comprising Infrastructure (collectively, "***Easements***"). Owner shall provide to the City, at Owner's cost, standard coverage title insurance policies for the Necessary Property and the Easements, which policies shall be reasonably approved by the City and which policies shall be subject only to those conditions and exceptions as the City shall reasonably approve. Any endorsements requested by the City shall be paid by Owner. Prior to transfer of the Infrastructure and the conveyance of the Necessary Property and Easements to the City, Owner shall provide the City, at no cost to the City, with: (i) a title report for the Necessary Property and Easements in a form satisfactory to the City that shall be updated prior to conveyance of the Necessary Property and Easements to the City; and (ii) a viable environmental site assessment upon which the City may rely that has been performed and reported in compliance with 40 CFR Part 312, as amended, that concludes no conditions were identified at the Necessary Property or within the Easements indicative of releases and threatened releases of Hazardous Materials (as defined below) on, at, in, or to the Necessary Property or Easements.

(g) Except as set forth in any environmental assessment report delivered to the City relating to the Necessary Property and Easements, Owner represents, warrants and agrees that, to Owner's actual knowledge, (i) no Hazardous Materials (defined below) have been used or placed on the Necessary Property or Easements by Owner in violation of Environmental Laws (defined below); (ii) no written notice has been received by Owner with regard to any Hazardous Materials on the Necessary Property or Easements; (iii) no written notice has been received by Owner that the Necessary Property and Easements are in violation of any Environmental Laws; (iv) no action, investigation or proceeding is pending or to Owner's actual knowledge threatened which seeks to enforce any right or remedy against Owner in connection with the Necessary Property or Easements under any Environmental Laws; (v) Owner has permitted no release, discharge, or disposal of Hazardous Materials on, to or from the Necessary Property or Easements in violation of Environmental Laws; (vi) the Necessary Property and Easements are in compliance with Environmental Laws and are free and clear of any liens imposed pursuant to Environmental Laws; (vii) all licenses, permits and other governmental or regulatory actions necessary for the Necessary Property and Easements to comply with Environmental Laws (the "***Permits***") at the time of construction of the Infrastructure were obtained at the time of construction of the Infrastructure. Owner shall give the City prompt written notice if Owner receives any notice with regard to Hazardous Materials on or affecting the Necessary Property or Easements or groundwater beneath the Necessary Property or Easements. Owner, at Owner's sole cost, shall conduct and complete all investigations and all cleanup actions necessary to remove, in compliance with Environmental Laws, such Hazardous Materials from or beneath the Necessary Property or Easements, prior to transfer of the Infrastructure and the conveyance of the Necessary Property and Easements to the City. Owner shall, at Owner's sole cost, provide the City with a viable environmental site assessment upon which the City may rely that has been performed and reported in compliance with 40 CFR Part 312, as amended, that concludes no conditions were identified at the Necessary Property or within the Easements indicative of releases and threatened releases of Hazardous Materials (as defined below) on, at, in, or to the Necessary Property or Easements.

"***Environmental Laws***" means all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes currently in effect relating to the protection of the environment or governing, regulating or proscribing the use, storage, treatment, generation, transportation, processing, handling, production, disposal, presence, cleanup, release, or threatened release into the environment of Hazardous Materials and the rules, regulations, policies, guidelines, interpretations, permits, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto. Environmental Laws include Ariz. Rev. Stat. Ann. §49-101, *et seq*.; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§9601, *et seq*.; the Solid Waste Disposal Act or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901, *et seq*.; the Toxic Substances Control Act, 15 U.S.C. §§2601, *et seq*.; the Hazardous Materials Transportation Act of 1994, 49 U.S.C. §§5101, *et seq*.; the Federal Water Pollution Control Act, 33 U.S.C. §§1251, *et seq*.; the Oil Pollution Act of 1990, 33 U.S.C. §§2701, *et seq*.; the Federal Clean Air Act, 42 U.S.C. §§7401, *et seq*.; the Clean Water Act of 1977, 33 U.S.C. §1251, *et seq*., the Federal Insecticide, Fungicide and Rodenticide Act, Federal Pesticide Act of 1978, 7 U.S.C. §§136, *et seq*.; Public Health Service Act, 42 U.S.C. §§300f, *et seq*., as amended as of the date hereof, and the regulations promulgated pursuant to those Laws as of the date hereof. For purposes of this Section 7(g), "Laws" shall mean all federal, state, county and local laws, ordinances, rules, regulations, statutes, codes and orders, including, but not limited to, any final non-appealable judicial or administrative order or agreement, consent, decree, judgment or court decision as of the date of this Agreement.

"***Hazardous Materials***" means any substance defined as a hazardous chemical, hazardous or toxic substance, solid waste, hazardous constituent, hazardous waste, hazardous material, contaminant, or pollutant by Environmental Laws, giving those terms the broadest meaning accorded by Environmental Laws, as those Environmental Laws have been amended. Without limiting the generality of the foregoing, "Hazardous Materials" includes (i) asbestos and asbestos-containing materials; (ii) polychlorinated biphenyls; (iii) any substance the presence of which is prohibited by any applicable governmental requirements; (iv) any petroleum-based products and byproducts that are deemed hazardous by any Environmental Law; (v) underground storage tanks that are deemed hazardous by any Environmental Law; and (vi) any other substance (including liquid, solid, semi-solid and gaseous substances and materials) that, under any Environmental Law, requires special handling, permitting by or notification of any governmental agency in its collection, storage, treatment, release, discharge, emission or disposal.

(h) The environmental representations and warranties of Owner in this Section 7 shall survive the termination or expiration of this Agreement.

8. **Flood Control.** Flood control measures for the Land shall comply with the requirements of the United States Army Corp of Engineers, and the Laws and Regulations, and, to the extent they are not superseded by the United States Army Corp of Engineers or the Laws and Regulations, the requirements of the Maricopa County Flood Control District.

9. Costs, Fees, and Credits.

(a) As the Land is developed, Owner shall pay to City what are commonly referred to as development, or impact, and hookup fees (collectively, "***Development Fees***") that are imposed by City as of or after the date of this Agreement, subject to offsets and credits, as allowed by law.

(b) No credit will be given for dedication of rights-of-way, easements or other land normally required for public infrastructure; rather, a credit for land dedication is intended for dedications such as regional park sites and municipal buildings.

10. Representations and Warranties. As of the date of the execution of this Agreement, the parties represent and warrant to each other as follows:

(a) By Owner:

(i) Owner is a corporation or limited liability company duly formed and in good standing in its State of incorporation or formation and duly qualified to do business in Arizona.

(ii) Owner has the authority, including the person signing for Owner, and the right to enter into this Agreement as authorized by the board of directors or members of the Owner at duly noticed meetings at which quorums were present.

(iii) Owner is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

(iv) Owner has not relied on any representations or warranties of the City other than those expressly set forth in this Agreement.

(b) By City: This Agreement was approved at a duly noticed and held public meeting by the Mayor and City Council, at which a quorum was present and the execution of this Agreement was authorized.

11. Conflicts of Interest. The parties acknowledge that this Agreement is subject to cancellation pursuant to § 38-511, Arizona Revised Statutes, as amended.

12. Covenants Running with the Land. The provisions of this Agreement shall be for the benefit of, and shall be a burden upon, the Land, and the provisions of this Agreement shall be covenants running with the Land without the necessity of an assignment of this Agreement with the conveyance of any part of the Land.

13. Indemnity. Owner (or its successors or assigns) shall indemnify, defend and hold harmless the City and each council member, officer, official or employee thereof (the City and any such person being herein called an "***Indemnified Party***"), for, from and against any and all losses, claims, damages, liabilities costs and expenses (including reasonable attorneys' fees) to which any such Indemnified Party may become subject, at law or in equity or otherwise ("***Claims***"), insofar as such Claims (or actions in respect thereof) arise out of or are based upon

Owner's breach of this Agreement, except for those Claims which have been adjudicated to be caused by the City's gross negligence or intentional misconduct. An Indemnified Party shall, promptly after the receipt of written notice or actual knowledge of a Claim against such Indemnified Party in respect of which indemnification may be sought against Owner, notify Owner (as provided in Section 26 below) in writing of such Claim, provided that the failure of the Indemnified Party to give written notice of such Claim shall not relieve Owner from its obligations under this section except to the extent that such failure prejudices the defense of such action or proceeding by Owner. The Indemnified Party, at its expense, may employ separate counsel and participate in the defense. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify Owner of the commencement thereof, Owner shall promptly assume the defense thereof, with counsel satisfactory to such Indemnified Party and Owner. If Owner promptly assumes the defense of any such Claim and pays all costs incurred in connection therewith, Owner will not be liable to such Indemnified Party under this section for any legal or other expenses incurred by such Indemnified Party separately in connection with the defense thereof. If Owner does not promptly assume the defense of any such action after written notice from the Indemnified Party, until Owner does assume the defense of such action, the Indemnified Party shall have the right to direct the defense of such action on behalf of such Indemnified Party and settle the action without the consent or approval of Owner and Owner shall pay any settlement amounts and all reasonable attorneys' fees and other costs and expenses incurred in the defense and settlement of any such action. At any time after an Indemnified Party receives a notice of Claim for which indemnification is required under this Agreement, the City may require Owner to provide the City, within thirty (30) days after written notice from the City to Owner, with such financial assurance(s) as the City may require, in its reasonable discretion, sufficient to guarantee Owner's performance of any of its indemnity obligations under this Agreement that are the subject of the notice of Claim.

14. <u>Term of Agreement</u>. This Agreement shall automatically terminate as to the Land without the necessity of any notice, agreement or recording by and between the parties five (5) years after the Effective Date of this Agreement.

15. <u>Assignment</u>. Owner shall not transfer or assign part or all of its rights and obligations or all of the Land in bulk to any person or entity at any time during the duration of this Agreement without the prior written consent of the City, which consent will not be unreasonably withheld, conditioned, or delayed. It shall not be an unreasonable condition for the City to withhold or condition its consent to assignment based on the City's determination, in its sole discretion, that the proposed assignee does not have the financial capability to construct and install the required Infrastructure and, in such event, other forms of financial assurance shall be required by the City for construction and installation of Infrastructure pursuant to City Code. Any assignment made without the City's prior written consent required under this section shall be automatically void.

16. <u>No Agency or Partnership</u>. Neither City nor Owner are acting as the agent of the other with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture or other business relationship between City and Owner.

17. <u>No Third Party Beneficiary</u>. This Agreement shall not create any third party beneficiary rights to any person or entity who is not a party to this Agreement, including any lender to the Owner.

18. **Construction.** The provisions and exhibits of this Agreement shall be construed as a whole consistent with their plain meaning and intent, and they shall not be construed against one party or the other based upon which party prepared or influenced the drafting of any provision or exhibit of this Agreement.

19. **Recording.** The City shall record this Agreement with the County Recorder no later than ten (10) days after the Effective Date of this Agreement.

20. **Time of Essence and Merger.** Time is of the essence of this Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matters of this Agreement. All prior contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

21. **Benefit and Binding Effect.** Subject to the provisions of Section 15 of this Agreement, this Agreement shall be binding upon the successors and assigns of Owner, shall be covenants running with the Land, and shall be binding upon all future owners of the Land.

22. **Counterparts.** This Agreement, which may be executed in counterpart, shall constitute the entire agreement between the parties regarding the subject of this Agreement.

23. **Waiver of Claims.** Owner knowingly and voluntarily forever releases and discharges the City and all of its past and present elected officials, officers, directors, agents, employees, successors, assigns, attorneys and representatives from all legal and equitable claims, causes of action, debts, accounts and damages, known or unknown, asserted or unasserted, and of every nature and extent whatsoever, that the Owner has against the City and arising from actions, omissions, delays or other events that occurred prior to the date of this Agreement. The Owner, on behalf of itself and all other parties having an interest in the Land, intends to encumber the Land with the following agreements and waivers. Owner agrees and consents to all the conditions imposed by this Agreement and, by signing this Agreement, waives any and all claims, suits, damages, compensation and causes of action for diminution in value of the Land the owner of the Land may have now or in the future under the provisions of A.R.S. §§ 12-1134 through and including 12-1136 resulting from this Agreement or from any "land use law" (as such term is defined in the aforementioned statute sections) expressly permitted or contemplated by this Agreement to be enacted, adopted or applied by the City now or hereafter. Owner acknowledges and agrees the terms and conditions set forth in this Agreement cause an increase in the fair market value of the Land and such increase exceeds any possible reduction in the fair market value of the Land caused by any future land use laws, rules, ordinances, resolutions or actions expressly permitted or contemplated by this Agreement and adopted or applied by the City to the Land.

24. **Amendment.** Any amendment to this Agreement shall be in writing.

25. **Section Titles.** The section titles in this Agreement are not part of this Agreement and are for convenience only.

26. **Notices.** All notices, requests, waivers, approvals, acceptances or other communications under this Agreement shall be in writing and shall be deemed given when personally delivered or transmitted by facsimile or two (2) days after mailing by certified mail, return receipt requested and postage prepaid, to the addresses or facsimile numbers set forth below:

(a) City

City of Buckeye
Attention: City Manager
530 East Monroe Avenue
Buckeye, Arizona 85326

With a copy to:

Gust Rosenfeld, P.L.C.
Attention: Shiela B. Schmidt, Esq.
One East Washington, Suite 1600
Phoenix, Arizona 85004-2553
Email: sschmidt@gustlaw.com

(b) Owner

SH ASSET, LLC
Attention: Mike Stewart, Waterloo Associates
206 Wild Basin Road, St. 203 (Bldg. A)
Austin, TX 78746
Email: mstewart@waterloo-associates.com

With a copy to:

William Ryan Homes
Attention: Chris Bramwell
300 N. 56th Street, Suite 200
Chandler, AZ 85226
Email: cbramwell@wmryan.com

No notice to a party shall be effective unless and until a copy of such notice is given to, or, as appropriate, received by, all persons indicated above as entitled to receive required copies of notices to that party. The above described recipients of notices may change their address for notice purposes by giving the other parties notice of such change; provided, however, that no such change in notice shall be effective for a period of ten (10) days following such notice of such change. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by legal counsel for such party.

27. **Force Majeure.** The performance of either party and the duration of this Agreement shall be extended by any causes that are beyond the control of the party required to perform, such as an act of God, civil or military disturbance and labor or material shortage.

28. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Arizona, and any litigation shall take place only in Maricopa County, Arizona.

29. **Attorneys' Fees.** The prevailing party in any litigation in connection with this Agreement shall be entitled to its attorneys' fees and costs.

30. **No Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Owner of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

31. **Severability.** If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect if the remaining provisions permit the parties to achieve the practical and proportional benefits and obligations of the arrangements contemplated by this Agreement. Otherwise, either party may terminate this Agreement.

32. **Insurance.** All contractors or subcontractors performing any portion of the work to construct or complete the Infrastructure shall provide the following insurance policies, which policies shall endorse the City as an additional insured and shall not be reduced, otherwise modified, or terminated without thirty (30) days prior written notice to the City:

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

General Aggregate	$2,000,000
Products – Completed Operations	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

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

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

(c) Worker's Compensation and Employers' Liability
Policy shall contain a waiver of subrogation against the City of Buckeye.

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$1,000,000
Disease - Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

All policies shall be procured and maintained until all obligations under this Agreement have been discharged, including any warranty periods. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

33. **<u>Signature</u>.** The parties have executed this Agreement as of the Effective Date.

[SIGNATURES ON FOLLOWING PAGES]

CITY:

CITY OF BUCKEYE,
an Arizona municipal corporation

By: _____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

STATE OF ARIZONA
COUNTY OF MARICOPA

On this _____ day of _____, 2022, before me personally appeared Eric W. Orsborn, the Mayor of the City of Buckeye, Arizona, a municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed this Public Infrastructure Assurance Agreement on behalf of the City.

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

(Seal and Expiration Date)

_____
Notary Public in and for the State of Arizona

OWNER:

SH Asset, LLC, a Texas limited liability company

By: _____

Name: Michael Stewart

Title: Manager

STATE OF Texas
COUNTY OF Travis

On this 12 day of April, 2022, before me personally appeared Michael Stewart the Manager of SH Asset LLC, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he/she signed this Public Infrastructure Assurance Agreement on behalf of SH Asset LLC.

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

(Seal and Expiration Date)

_____
Notary Public in and for the State of Texas

COALTERTY GEBHART
NOTARY PUBLIC
STATE OF TEXAS
ID 133507338
EXP. 12-29-2025

SBS:sbs 4246535.1 9/16/2021

EXHIBIT A
TO
PUBLIC INFRASTRUCTURE ASSURANCE AGREEMENT

[Legal Description of Land]

See following page(s)

APRIL 8, 2022

EXHIBIT "A"
LEGAL DESCRIPTION
SIENNA HILLS 5 NORTH BOUNDARY

A PARCEL OF LAND, SITUATED IN A PORTION OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER MERIDIAN, CITY OF BUCKEYE, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND GENERAL LAND OFFICE (GLO) BRASS CAP, MONUMENTING THE NORTHWEST CORNER OF SAID SECTION 36, FROM WHICH A FOUND GLO BRASS CAP, MONUMENTING THE NORTH QUARTER CORNER OF SAID SECTION 36, BEARS SOUTH 89°39'16" EAST (A MEASURED GEODETIC BEARING AND BASIS OF BEARINGS FOR THIS DESCRIPTION), A DISTANCE OF 2,640.96 FEET;

THENCE SOUTH 0°06'34" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 1,417.59 FEET, TO A POINT ON SAID WEST LINE OF SAID SECTION 36, FROM WHICH A FOUND GLO BRASS CAP, MONUMENTING THE WEST QUARTER CORNER OF SAID SECTION 36, BEARS SOUTH 0°06'34" EAST, A DISTANCE OF 1,215.56 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 89°53'26" EAST, A DISTANCE OF 1,296.68 FEET, TO THE **TRUE POINT OF BEGINNING;**

THENCE NORTH 38°59'05" EAST, A DISTANCE OF 725.35 FEET, TO AN ANGLE POINT;

THENCE SOUTH 47°38'05" EAST, A DISTANCE OF 325.53 FEET, TO AN ANGLE POINT;

THENCE SOUTH 44°17'30" EAST, A DISTANCE OF 123.82 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, THE RADIUS POINT OF WHICH BEARS SOUTH 34°02'54" EAST, A DISTANCE OF 245.00 FEET;

THENCE NORTHEASTERLY, ALONG SAID NON-TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 6°42'34", AN ARC LENGTH OF 28.69 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 59°18'23" EAST AND A CHORD LENGTH OF 28.67 FEET, TO THE END OF SAID CURVE;

THENCE NORTH 62°39'40" EAST, A DISTANCE OF 53.97 FEET, TO AN ANGLE POINT;

THENCE SOUTH 27°20'20" EAST, A DISTANCE OF 40.00 FEET, TO AN ANGLE POINT;

THENCE NORTH 62°39'40" EAST, A DISTANCE OF 8.66 FEET, TO AN ANGLE POINT;

THENCE SOUTH 44°34'54" EAST, A DISTANCE OF 129.06 FEET, TO AN ANGLE POINT;

THENCE SOUTH 45°25'06" WEST, A DISTANCE OF 200.00 FEET, TO AN ANGLE POINT;

THENCE SOUTH 44°34'54" EAST, A DISTANCE OF 132.25 FEET, TO AN ANGLE POINT;

THENCE SOUTH 45°25'06" WEST, A DISTANCE OF 38.82 FEET, TO AN ANGLE POINT;

THENCE SOUTH 44°34'54" EAST, A DISTANCE OF 210.00 FEET, TO A POINT ON THE NORTHWESTERLY LINE OF "TRACT NO. 2" PER THAT CERTAIN QUIT CLAIM DEED RECORDED AS INSTRUMENT # 2005-1971305, MCR;

THENCE SOUTH 45°25'06" WEST, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 876.32 FEET, TO AN ANGLE POINT;

THENCE DEPARTING SAID NORTHWESTERLY LINE, NORTH 61°52'01" WEST, A DISTANCE OF 103.06 FEET, TO AN ANGLE POINT;

THENCE NORTH 59°56'23" WEST, A DISTANCE OF 40.02 FEET, TO AN ANGLE POINT;

THENCE NORTH 61°52'01" WEST, A DISTANCE OF 120.00 FEET, TO AN ANGLE POINT;

THENCE NORTH 13°20'56" EAST, A DISTANCE OF 62.05 FEET, TO AN ANGLE POINT;

THENCE NORTH 27°41'18" EAST, A DISTANCE OF 207.17 FEET, TO AN ANGLE POINT;

THENCE NORTH 52°18'57" WEST, A DISTANCE OF 82.88 FEET, TO AN ANGLE POINT;

THENCE NORTH 53°54'06" WEST, A DISTANCE OF 240.00 FEET, TO AN ANGLE POINT;

THENCE NORTH 65°36'59" WEST, A DISTANCE OF 50.48 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, THE RADIUS POINT OF WHICH BEARS SOUTH 65°36'59" EAST, A DISTANCE OF 770.00 FEET;

THENCE NORTHEASTERLY, ALONG SAID NON-TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 11°15'41", AN ARC LENGTH OF 151.34 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 30°00'51" EAST AND A CHORD LENGTH OF 151.10 FEET, TO THE END OF SAID CURVE;

THENCE NORTH 25°33'32" WEST, A DISTANCE OF 157.34 FEET, TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 835,159 SQUARE FEET, OR 19.1726 ACRES MORE OR LESS.
SUBJECT TO EXISTING RIGHTS-OF-WAYS AND EASEMENTS.

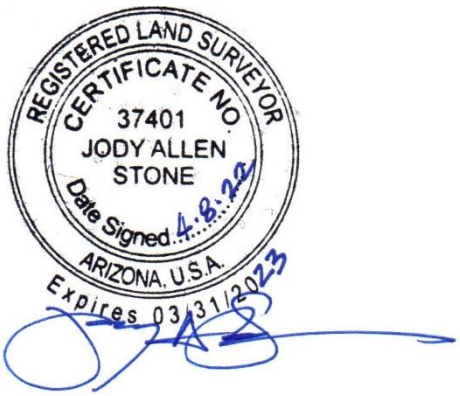
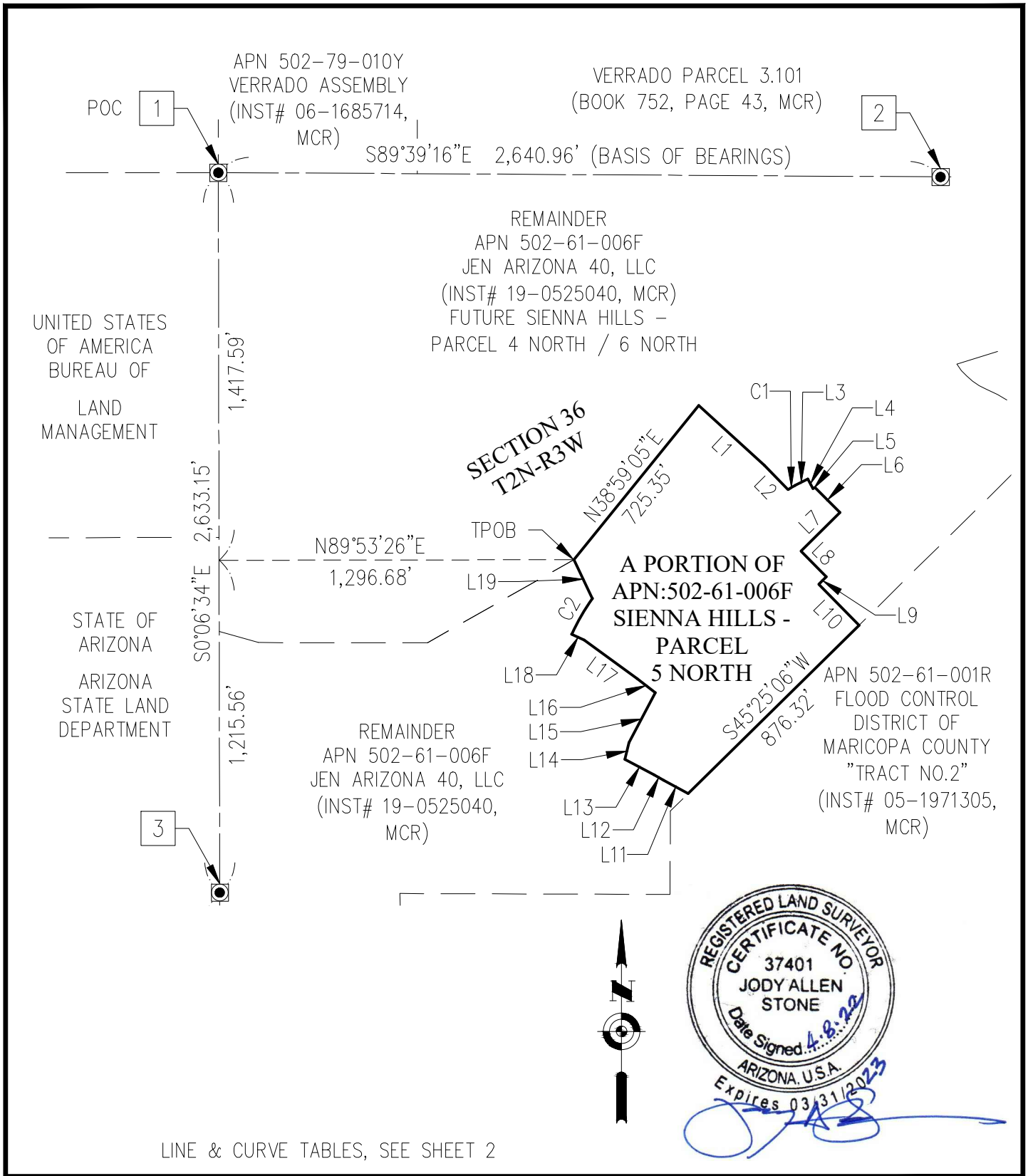


EXHIBIT B
TO
PUBLIC INFRASTRUCTURE ASSURANCE AGREEMENT

[Depiction of Land]

See following page(s)



LINE & CURVE TABLES, SEE SHEET 2

HUITT-ZOLLARS

5050 N. 40TH Street, Suite 100 | Phoenix, AZ 85018
Office (602) 252-8384
www.huitt-zollars.com
ADVANCEDESIGN℠

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

EXHIBIT "B"
SIENNA HILLS - PARCEL
5 NORTH BOUNDARY

SHEET 1 OF 3

SCALE	*1"=500'*
DRAWN BY	*JGV*
CHECKED BY	*JAS*
DATE	*4/8/2022*
JOB NO.	*R311080.03*

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LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S47°38'05"E	325.53'
L2	S44°17'30"E	123.82'
L3	N62°39'40"E	53.97'
L4	S27°20'20"E	40.00'
L5	N62°39'40"E	8.66'
L6	S44°34'54"E	129.06'
L7	S45°25'06"W	200.00'
L8	S44°34'54"E	132.25'
L9	S45°25'06"W	38.82'
L10	S44°34'54"E	210.00'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L11	N61°52'01"W	103.06'
L12	N59°56'23"W	40.02'
L13	N61°52'01"W	120.00'
L14	N13°20'56"E	62.05'
L15	N27°41'18"E	207.17'
L16	N52°18'57"W	82.88'
L17	N53°54'06"W	240.00'
L18	N65°36'59"W	50.48'
L19	N25°33'32"W	157.34'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	245.00'	6°42'34"	28.69'	N59°18'23"E	28.67'
C2	770.00'	11°15'41"	151.34'	N30°00'51"E	151.10'

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ADVANCEDESIGN℠

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

EXHIBIT "B"
SIENNA HILLS - PARCEL
5 NORTH BOUNDARY

SHEET 2 OF 3

SCALE	*N/A*
DRAWN BY	*JGV*
CHECKED BY	*JAS*
DATE	*4/8/2022*
JOB NO.	*R311080.03*

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MONUMENT LEGEND

1	FOUND 2-1/2" GLO BRASS CAP, NORTHWEST CORNER, SECTION 36
2	FOUND 2-1/2" GLO BRASS CAP (DISTURBED), NORTH 1/4 CORNER, SECTION 36
3	FOUND 2-1/2" GLO BRASS CAP, WEST 1/4 CORNER, SECTION 36

LEGEND

◉	INDICATES SECTION CORNER, AS NOTED
APN	ASSESSOR'S PARCEL NUMBER
GLO	GENERAL LAND OFFICE
BK	BOOK
PG	PAGE
R/W	RIGHT-OF-WAY
C#	CURVE NUMBER
L#	LINE NUMBER
INST	INSTRUMENT
MCR	MARICOPA COUNTY RECORDS
POC	POINT OF COMMENCEMENT
TPOB	TRUE POINT OF BEGINNING

———	DESCRIPTION BOUNDARY LINE
—— – ——— – ——	SECTION LINE
——— – – ———	RIGHT-OF-WAY LINE
— —— —— —— —	ADJACENT PROPERTY LINE

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ADVANCEDESIGN℠

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

EXHIBIT "B"
SIENNA HILLS - PARCEL
5 NORTH BOUNDARY

SHEET 3 OF 3

SCALE	*N/A*
DRAWN BY	*JGV*
CHECKED BY	*JAS*
DATE	*4/8/2022*
JOB NO.	*R311080.03*

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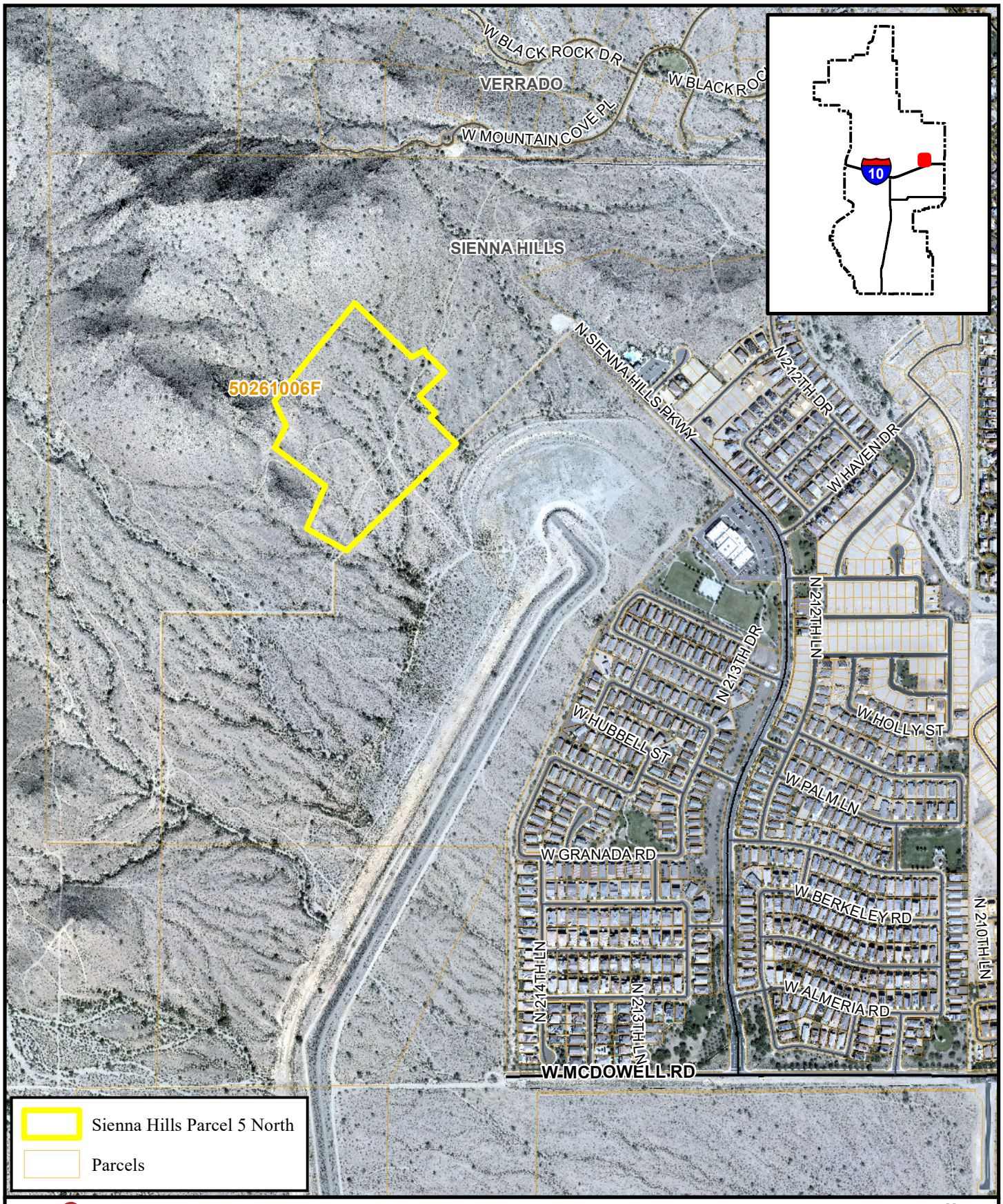
EXHIBIT C
TO
PUBLIC INFRASTRUCTURE ASSURANCE AGREEMENT

[Description of Infrastructure for the Land]

SIENNA HILLS

PARCEL 5N
Schedule of Plans and Specifications

1. Sienna Hills Parcel 5N – Paving Plans, Huitt-Zollars, Inc., ENG-21-0182
2. Sienna Hills Parcel 5N – Water Plans, Huitt-Zollars, Inc., ENG-21-0183
3. Sienna Hills Parcel 5N – Streetlight Plans, Wright Engineering, ENG-21-0185
4. Sienna Hills Parcel 5N – Grading Plans, Huitt-Zollars Inc., ENG-21-0432
5. Sienna Hills Parcel 5N – Sewer Plans, Huitt-Zollars, Inc., ENG-21-0184



BUCKEYE, AZ

Sienna Hills Parcel 5 North
Public Infrastructure Agreement

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

0 250 500 1,000 Feet

N

Date: 5/2/2022

Document Name: SiennaHillsParcel5North_8x11

RESOLUTION NO. 60-22

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING THE PUBLIC INFRASTRUCTURE ASSURANCE AGREEMENT BETWEEN THE CITY OF BUCKEYE, AN ARIZONA MUNICIPAL CORPORATION, AND SH ASSET, LLC, A TEXAS LIMITED LIABILITY COMPANY, REGARDING SIENNA HILLS PARCEL 5 NORTH; AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID AGREEMENT ON BEHALF OF THE CITY OF BUCKEYE.

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

Section 1. The Public Infrastructure Assurance Agreement between the City of Buckeye, an Arizona municipal corporation, and SH Asset, LLC, a Texas limited liability company, regarding Sienna Hills Parcel 5 North, is hereby approved in substantially 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 cause the execution and delivery of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 17th day of May, 2022.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

MG2:mg2 4438446.1 5/2/2022

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 05/17/22	**AGENDA ITEM:** 6.H. Sienna Hills Parcel 7B North - Public Infrastructure Assurance Agreement Resolution No. 61-22
DATE PREPARED: 05/17/22	**DISTRICT NO.:** 6
STAFF LIAISON: Scott Zipprich, City Engineer, szipprich@buckeyeaz.gov, (623) 349-6217	
DEPARTMENT: Engineering	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Resolution No. 61-22 approving the Public Infrastructure Assurance Agreement between the City of Buckeye, an Arizona municipal corporation, and SH Asset, LLC, a Texas limited liability company, regarding Sienna Hills Parcel 7B North; and authorizing the Mayor to execute and deliver said Agreement on behalf of the City of Buckeye.

RELEVANT GOALS:
GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

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

SUMMARY

PROJECT DESCRIPTION:
City Code requires that landowners construct and install all necessary public improvements, at no cost to the City, for the City to provide municipal services to the development. In addition, City Code requires that landowners provide financial assurance to the City to assure the City that the necessary public infrastructure will be constructed and installed by the landowner to serve the development.

This Agreement allows the City, subject to the terms and conditions of the Agreement, to accept as financial assurance from the Owner the withholding of the issuance of all building permits for single-family construction in connection with the development of the Land until the date that the Owner has completed the construction of all public infrastructure for the Land in accordance with plans as approved by the City.

In the City Engineer's sole discretion, the City Engineer has accepted, in writing, that all of the public infrastructure necessary to serve the Land has been constructed and installed by the Owner.

BENEFITS:
Land development ensures the planning, designing, engineering, construction, acquisition, and/or provision of public services/infrastructure improvements for the land's development. The Agreement allows for future growth and provides the infrastructure to the City Of Buckeye residents.

FUTURE ACTION:

The City and Owner acknowledge that the development of the Land per this Agreement will result in the planning, design, engineering, construction, acquisition, and/or provision of public services/infrastructure improvements to support municipal services to the Land. Further, this arrangement will allow the Owner to proceed with constructing and installing the required public infrastructure without incurring the cost of performance or payment bonds as financial assurance and instead utilize the withholding of building permits according to the provisions of the Agreement until the necessary public infrastructure for the development of the Land has been completed and accepted by the City.

FINANCIAL IMPACT STATEMENT:
There is no financial impact to the City.

CURRENT FISCAL YEAR TOTAL COST:
N/A

BUDGETED:
No

FISCAL YEAR:
2022-2023

FUND/DEPARTMENT:
N/A

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Sienna Hills Parcel 7BN Public Infrastructure Assurance Agreement.pdf
SiennaHillsParcel7BNorth_8x11.pdf
RES 61-22 Sienna Hills 7B North - Public Infrastructure Assurance Agreement.pdf

WHEN RECORDED, RETURN TO:

City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
ATTN: Lucinda J. Aja, City Clerk

PUBLIC INFRASTRUCTURE ASSURANCE AGREEMENT

DATED _____, 2022

BETWEEN

THE CITY OF BUCKEYE,
an Arizona municipal corporation,

AND

SH ASSET, LLC,
a Texas limited liability company

PUBLIC INFRASTRUCTURE ASSURANCE AGREEMENT

1. **Date.** The date of this Public Infrastructure Assurance Agreement ("***Agreement***") is _____, 2022 (the ***"Effective Date"***).

2. **Parties.** The parties to this Agreement are:

(a) City of Buckeye
Attention: City Manager
530 East Monroe Avenue
Buckeye, AZ 85326 (the ***"City"***)

(b) SH ASSET, LLC
Attention: Mike Stewart, Waterloo Associates
206 Wild Basin Road, St. 203 (Bldg. A)
Austin, TX 78746
("***Owner***")

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

(a) Owner is the owner of certain real property generally located at the terminus of Sienna Hills Parkway, north of McDowell Road in the City of Buckeye, Arizona and consisting of approximately 55.37 acres, as legally described in the attached **Exhibit A** (the "***Land***") and depicted in the attached **Exhibit B**, each of which are incorporated in this Agreement as is fully set forth herein.

(b) Owner and the City are entering into this Agreement pursuant to the provisions of Arizona Revised Statutes ("***A.R.S***.") §9-500.05 to facilitate the proper development of the Land by providing for, among other things, conditions, terms, restrictions and requirements for the construction and installation of public services/infrastructure improvements and other matters related directly or indirectly to the development of the Land.

(c) Owner acknowledges that the development of the Land pursuant to this Agreement will result in benefits to Owner by providing and allowing the Owner to have the ability to develop the Land in accordance with this Agreement.

(d) Among other things, the City and Owner acknowledge that development of the Land in accordance with this Agreement will result in the planning, design, engineering, construction, acquisition, installation, and/or provision of public services/infrastructure improvements that will support development of the Land.

(e) Following the approval and execution of this Agreement by the parties, Owner intends to convey parcels within the Land to various third party homebuilders. Notwithstanding such conveyances, Owner intends to construct and install the public services/infrastructure improvements necessary for the development of the Land, and dedicate all necessary real property and easements to the City, all pursuant to the terms and conditions of this Agreement. Owner acknowledges and agrees that Owner, or Owner's successor(s) or assign(s),

is required to construct the public services/infrastructure improvements necessary for the development of the Land.

(f) City Code requires financial assurance that the public infrastructure necessary to provide municipal services to the Land will be timely completed and in accordance with City requirements. Financial assurance may be in the form of performance bonds or as provided in City Code. Owner has requested of the City, and the City is willing to agree, subject to the terms and conditions of this Agreement, that the City accept as financial assurance from the Owner the withholding of the issuance of any and all building permits for single family construction in connection with the development of the Land until the date that all of the following have occurred: (i) Owner has completed the construction of all public infrastructure for the Land in accordance with plans as approved by the City, and (ii) Owner has completed the construction of all public infrastructure for the Land in accordance with the Laws and Regulations (defined in Section 6(a) of this Agreement), and (iii) the City Engineer, in the City Engineer's sole discretion, has accepted, in writing, all of the public infrastructure necessary to serve the Land.

4. Agreement. For good and valuable consideration, including the benefits to the City and Owner as described above, the City and Owner agree as is more specifically set forth in this Agreement.

5. Recitals. The Recitals set forth in Section 3(a) through (f) above are incorporated as if fully set forth in this Agreement.

6. Laws and Regulations.

(a) The City Code, including but not limited to that portion titled the "Development Code" as amended from time to time, shall govern the development of the Land. The City must be able to regulate the planning and development of the Land and the construction and installation of improvements on the Land in order to serve the best interests of the City. Consequently, the City reserves, exercising its sole and absolute discretion, the right to amend existing or to adopt new laws, rules, regulations and standards of development for the City, including resolutions, official policies and procedures (such as, but not limited to, the Model Home Complexes Vertical Construction Permits Development Procedure No. 19-01 effective August 13, 2019), and the Development Code (all of the foregoing collectively, as amended or adopted from time to time, the ***"Laws and Regulations"***). The Laws and Regulations shall apply to the Land.

(b) Notwithstanding any provision of this Agreement, future Laws and Regulations shall apply to the Land, regardless of the impact on the development of the Land, if such future Laws and Regulations are required or mandated by federal, state or county law or regulation; required or imposed by judicial or regulatory action; or necessary to alleviate or otherwise contain threats to public health or safety.

(c) Any change to the Laws and Regulations as allowed in this section shall not discriminate against Owner and the Land, and any change shall be uniformly applied to all similar land and landowners at such time such land is within the boundaries of the City.

7. <u>Infrastructure; Necessary Property; Easements</u>.

(a) (i) The design, construction and installation of all water and wastewater facilities, public streets, parkways, alleys, curbs, gutters, sidewalks and traffic control, directional signs and other public infrastructure and public facilities in connection with the development of the Land as required by the City and the Laws and Regulations (collectively, the "***Infrastructure***") shall be in conformance with the plans and specifications as approved by the City (collectively, the "***Technical Specifications***") that are in effect at the time the Infrastructure is constructed and installed. A description of the Infrastructure to be constructed and completed by Owner, or Owner's successor(s) or assign(s), pursuant to this Agreement is attached as **<u>Exhibit C</u>** and incorporated in this Agreement as if fully set forth herein. Owner acknowledges and agrees that the Infrastructure described on **<u>Exhibit C</u>** may be modified by the City in the City's sole discretion, in order for the necessary public infrastructure to be constructed and installed for development of the Land to allow the City to provide municipal services to the Land. Owner further acknowledges and agrees that the Technical Specifications may be modified by the City from time to time in order to comply with the Laws and Regulations or to enhance operating efficiency. Any modification by the City to the Technical Specifications shall not be applied retroactively to any Infrastructure to the extent the City has already granted approval based on prior Technical Specifications and Owner has materially and substantially acted on such approval. Owner shall construct or cause to be constructed and installed, in accordance with the Technical Specifications and the Laws and Regulations and all other applicable rules, regulations, construction standards and governmental review processes, all Infrastructure required by the City and the Laws and Regulations in order to serve the Land. Owner shall construct and install, or cause to be constructed and installed, all Infrastructure at no cost to the City. All Infrastructure shall be installed in a workmanlike manner in conformity with the plans and specifications that are submitted to and approved by the City. Dedication of Infrastructure or construction of Infrastructure within public rights-of-way or easements by the Owner shall not constitute acceptance of the Infrastructure by the City or for purposes of starting any warranty period.

(ii) Owner, its agents and employees shall have the additional right, upon receipt from the City of an appropriate encroachment permit, to enter and remain upon and cross over any City easements or rights-of-way to the extent reasonably necessary to facilitate construction of the Infrastructure or to perform necessary maintenance or repairs of such Infrastructure. Owner's use of such easements and rights-of-way, pursuant to an encroachment permit, shall not impede or adversely affect the City's use and enjoyment thereof.

(iii) Owner shall restore such City easements and rights-of-way, used pursuant to the encroachment permit, to their condition prior to Owner's entry upon completion of construction of the Infrastructure, repairs, or maintenance. Owner, its agent(s), and employees, also shall have the right, upon receipt from the City of an appropriate encroachment permit, to enter and remain upon and cross over any City, easements or rights-of-way to the extent reasonably necessary to install and maintain landscaping material within the portion of the City rights-of-way not used for vehicular travel.

(b) Owner acknowledges and agrees that the Laws and Regulations require Owner to provide appropriate financial assurances in such form and amount as required by the Laws and Regulations to assure that the installation of the Infrastructure is completed in

accordance with City requirements ("***Infrastructure Assurance***"). Owner has requested, and the City agrees, subject to the terms and conditions of this Agreement, that the City accept as Infrastructure Assurance from the Owner the withholding of the issuance of any and all building permits for single family construction in connection with the development of the Land until the date that all of the following have occurred: (i) Owner has completed the construction of all Infrastructure for the Land in accordance with plans as approved by the City, and (ii) Owner has completed the construction of all Infrastructure for the Land in accordance with the Laws and Regulations, and (iii) the City Engineer, in the City Engineer's sole discretion, has accepted, in writing, all of the Infrastructure necessary to serve the Land. Notwithstanding the foregoing, Owner may request from the City, prior to completion of all Infrastructure for the Land, building permits for up to four (4) model homes on the Land. Owner acknowledges and agrees that no certificates of occupancy will be issued by the City for any model home until such time as (i) Owner has completed the construction of all Infrastructure for the Land in accordance with plans as approved by the City, and (ii) Owner has completed the construction of all Infrastructure for the Land in accordance with the Laws and Regulations, and (iii) the City Engineer, in the City Engineer's sole discretion, has accepted, in writing, all of the Infrastructure necessary to serve the Land. Except for building permits for up to four (4) model homes that may be requested by Owner pursuant to the provisions in this Agreement, Owner, or Owner's successor(s) shall not request from the City any building permits for single family construction in connection with development of the Land prior to the date of the City Engineer's Letter of Acceptance (defined in Section 7(c) below). Notwithstanding the foregoing, Owner will have the right at any time to use a substitute Infrastructure Assurance in the form of a letter of credit or performance bond that satisfies the Laws and Regulations, in which event the restrictions set forth above relating to the issuance of building permits and certificates of occupancy will no longer apply, provided that Owner, or its successor(s) or assign(s), complies with City requirements in connection with financial assurance for public improvements including entering into the City's form of Public Infrastructure Assurance Agreement.

(c) Owner shall notify the City Engineer or designee in writing of the presumptive collective completion of all Infrastructure. Owner shall give the City Engineer or designee written notice ("***Notice to Confirm***") promptly following completion of all Infrastructure. Within thirty (30) business days after its receipt of the Notice to Confirm, the City Engineer or designee shall inspect the Infrastructure as to whether it has been constructed in accordance with the City-approved plans, the Technical Specifications and Laws and Regulations as verified by the inspection of the completed Infrastructure by the City Engineer or designee. Upon completion of the inspection, the City Engineer or designee shall deliver written notice to Owner within thirty (30) business days of the inspection either (1) approving construction and agreeing to accept conveyance of such Infrastructure (the "***Acceptance Letter***"); or (2) identifying, through a punch list, all specific items that are not in accordance with the City-approved plans, Technical Specifications and Laws and Regulations and that are to be corrected by Owner. Owner shall make all such corrections within the time period determined by the City Engineer or designee. An Acceptance Letter will not be issued for outstanding punch list items. Except for building permits for up to four (4) model homes that may be requested by Owner pursuant to the provisions in this Agreement, Acceptance Letters for all Infrastructure shall be required prior to the issuance of any building permits for single family construction in connection with development of the Land. Owner shall dedicate and convey to the City, at no cost to the City, all Infrastructure lien and debt free. Acceptance of all Infrastructure is expressly conditioned upon Owner providing the warranties for all Infrastructure, as provided in

Section 7(d), below and Owner providing a bond or cash deposit for maintenance of Infrastructure as provided in Section 7(e) below. Except as provided in Section 7(e) below, after acceptance of all Infrastructure, the City thereafter shall maintain, repair and operate the Infrastructure at its own cost.

(d) Owner shall give to City a two (2)-year warranty for all Infrastructure that is accepted by the City (and not any Infrastructure that is accepted by a private utility company, the HOA, or any other third-party), which warranty shall begin on the date that the City accepts all Infrastructure as evidenced by the Acceptance Letter. Any material deficiencies in material or workmanship identified by the City during the two-year warranty period shall be brought to the attention of Owner, who shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of the City. Continuing material deficiencies in a particular portion of such Infrastructure shall be sufficient grounds for the City to require (i) an extension of the warranty for an additional two-year period or, (ii) the proper repair of, or (iii) the removal and reinstallation of that portion of such Infrastructure that is subject to such continuing deficiencies. Regardless of whether the two-year warranty period has expired, the Owner agrees to repair any damage to the Infrastructure caused by Owner's construction activities on the Land. Nothing contained herein shall prevent the City or Owner from seeking recourse against any other third party for damage to the Infrastructure caused by such third party.

(e) Owner shall maintain and repair all Infrastructure comprised of streets, parkways, alleys, curbs, gutters, sidewalks and all appurtenances thereto at its expense, for a period of two (2) years from the date of the City Engineer's Acceptance Letter (the ***"Maintenance Term"***). Such maintenance shall consist of all maintenance and repair actions reasonably required by customary engineering industry standards for each item of Infrastructure. Prior to the City Engineer issuing the Acceptance Letter, Owner shall provide the City with a maintenance bond or cash deposit in the amount that is equal to ten (10) percent of the construction value of all Infrastructure as financial assurance that Owner will maintain and repair the Infrastructure comprised of streets, parkways, alleys, curbs, gutters, sidewalks and all appurtenances thereto at its expense during the Maintenance Term. Notwithstanding the foregoing, Owner agrees to forever maintain all landscaping located within the public easements and rights-of-way located on the Land, and such obligation shall survive the termination or expiration of this Agreement; provided, however, Owner may assign this obligation to one or more home owners associations ("***HOA***") provided such HOA is legally bound to such landscaping maintenance obligation and has adequate financial ability, reasonably acceptable to the City, to bear such obligation. Once the City has consented to the assignment of this obligation to an HOA (which consent will not be unreasonably withheld, conditioned, or delayed), Owner shall be relieved of any further obligation to maintain the landscaping.

(f) Contemporaneous with the transfer of the Infrastructure to the City in accordance with the terms and conditions of this Agreement and the Laws and Regulations, Owner, at no cost to the City, shall convey to the City, by special warranty deed, all real property necessary for the City to own, operate, and maintain the Infrastructure (the "***Necessary Property***") together with all of the property and equipment comprising the Infrastructure that may properly be characterized as fixtures located thereon. In addition, Owner shall grant to the City, at no cost to the City, all rights-of-way, easements, access rights and other interests in real property necessary for the ownership, construction, installation, operation, maintenance and repair of the Infrastructure as required by the City including easements: (i) as are necessary for

the operation, maintenance and repair of the Infrastructure as part of the City's infrastructure systems, including easements for ingress, egress, utilities and, if necessary, noise and odor; and (ii) from the Infrastructure to the point of connection to the then existing or proposed infrastructure system for the Land at the nearest point of interconnection in a public right-of-way or such other location approved by the City and as are necessary for the purpose of construction, installation, operation, maintenance and repair of the property and equipment comprising Infrastructure (collectively, "***Easements***"). Owner shall provide to the City, at Owner's cost, standard coverage title insurance policies for the Necessary Property and the Easements, which policies shall be reasonably approved by the City and which policies shall be subject only to those conditions and exceptions as the City shall reasonably approve. Any endorsements requested by the City shall be paid by Owner. Prior to transfer of the Infrastructure and the conveyance of the Necessary Property and Easements to the City, Owner shall provide the City, at no cost to the City, with: (i) a title report for the Necessary Property and Easements in a form satisfactory to the City that shall be updated prior to conveyance of the Necessary Property and Easements to the City; and (ii) a viable environmental site assessment upon which the City may rely that has been performed and reported in compliance with 40 CFR Part 312, as amended, that concludes no conditions were identified at the Necessary Property or within the Easements indicative of releases and threatened releases of Hazardous Materials (as defined below) on, at, in, or to the Necessary Property or Easements.

(g) Except as set forth in any environmental assessment report delivered to the City relating to the Necessary Property and Easements, Owner represents, warrants and agrees that, to Owner's actual knowledge, (i) no Hazardous Materials (defined below) have been used or placed on the Necessary Property or Easements by Owner in violation of Environmental Laws (defined below); (ii) no written notice has been received by Owner with regard to any Hazardous Materials on the Necessary Property or Easements; (iii) no written notice has been received by Owner that the Necessary Property and Easements are in violation of any Environmental Laws; (iv) no action, investigation or proceeding is pending or to Owner's actual knowledge threatened which seeks to enforce any right or remedy against Owner in connection with the Necessary Property or Easements under any Environmental Laws; (v) Owner has permitted no release, discharge, or disposal of Hazardous Materials on, to or from the Necessary Property or Easements in violation of Environmental Laws; (vi) the Necessary Property and Easements are in compliance with Environmental Laws and are free and clear of any liens imposed pursuant to Environmental Laws; (vii) all licenses, permits and other governmental or regulatory actions necessary for the Necessary Property and Easements to comply with Environmental Laws (the "***Permits***") at the time of construction of the Infrastructure were obtained at the time of construction of the Infrastructure. Owner shall give the City prompt written notice if Owner receives any notice with regard to Hazardous Materials on or affecting the Necessary Property or Easements or groundwater beneath the Necessary Property or Easements. Owner, at Owner's sole cost, shall conduct and complete all investigations and all cleanup actions necessary to remove, in compliance with Environmental Laws, such Hazardous Materials from or beneath the Necessary Property or Easements, prior to transfer of the Infrastructure and the conveyance of the Necessary Property and Easements to the City. Owner shall, at Owner's sole cost, provide the City with a viable environmental site assessment upon which the City may rely that has been performed and reported in compliance with 40 CFR Part 312, as amended, that concludes no conditions were identified at the Necessary Property or within the Easements indicative of releases and threatened releases of Hazardous Materials (as defined below) on, at, in, or to the Necessary Property or Easements.

"***Environmental Laws***" means all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes currently in effect relating to the protection of the environment or governing, regulating or proscribing the use, storage, treatment, generation, transportation, processing, handling, production, disposal, presence, cleanup, release, or threatened release into the environment of Hazardous Materials and the rules, regulations, policies, guidelines, interpretations, permits, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto. Environmental Laws include Ariz. Rev. Stat. Ann. §49-101, *et seq*.; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§9601, *et seq*.; the Solid Waste Disposal Act or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901, *et seq*.; the Toxic Substances Control Act, 15 U.S.C. §§2601, *et seq*.; the Hazardous Materials Transportation Act of 1994, 49 U.S.C. §§5101, *et seq*.; the Federal Water Pollution Control Act, 33 U.S.C. §§1251, *et seq*.; the Oil Pollution Act of 1990, 33 U.S.C. §§2701, *et seq*.; the Federal Clean Air Act, 42 U.S.C. §§7401, *et seq*.; the Clean Water Act of 1977, 33 U.S.C. §1251, *et seq*., the Federal Insecticide, Fungicide and Rodenticide Act, Federal Pesticide Act of 1978, 7 U.S.C. §§136, *et seq*.; Public Health Service Act, 42 U.S.C. §§300f, *et seq*., as amended as of the date hereof, and the regulations promulgated pursuant to those Laws as of the date hereof. For purposes of this Section 7(g), "Laws" shall mean all federal, state, county and local laws, ordinances, rules, regulations, statutes, codes and orders, including, but not limited to, any final non-appealable judicial or administrative order or agreement, consent, decree, judgment or court decision as of the date of this Agreement.

"***Hazardous Materials***" means any substance defined as a hazardous chemical, hazardous or toxic substance, solid waste, hazardous constituent, hazardous waste, hazardous material, contaminant, or pollutant by Environmental Laws, giving those terms the broadest meaning accorded by Environmental Laws, as those Environmental Laws have been amended. Without limiting the generality of the foregoing, "Hazardous Materials" includes (i) asbestos and asbestos-containing materials; (ii) polychlorinated biphenyls; (iii) any substance the presence of which is prohibited by any applicable governmental requirements; (iv) any petroleum-based products and byproducts that are deemed hazardous by any Environmental Law; (v) underground storage tanks that are deemed hazardous by any Environmental Law; and (vi) any other substance (including liquid, solid, semi-solid and gaseous substances and materials) that, under any Environmental Law, requires special handling, permitting by or notification of any governmental agency in its collection, storage, treatment, release, discharge, emission or disposal.

(h) The environmental representations and warranties of Owner in this Section 7 shall survive the termination or expiration of this Agreement.

8. **Flood Control.** Flood control measures for the Land shall comply with the requirements of the United States Army Corp of Engineers, and the Laws and Regulations, and, to the extent they are not superseded by the United States Army Corp of Engineers or the Laws and Regulations, the requirements of the Maricopa County Flood Control District.

9. Costs, Fees, and Credits.

(a) As the Land is developed, Owner shall pay to City what are commonly referred to as development, or impact, and hookup fees (collectively, "***Development Fees***") that are imposed by City as of or after the date of this Agreement, subject to offsets and credits, as allowed by law.

(b) No credit will be given for dedication of rights-of-way, easements or other land normally required for public infrastructure; rather, a credit for land dedication is intended for dedications such as regional park sites and municipal buildings.

10. Representations and Warranties. As of the date of the execution of this Agreement, the parties represent and warrant to each other as follows:

(a) By Owner:

(i) Owner is a corporation or limited liability company duly formed and in good standing in its State of incorporation or formation and duly qualified to do business in Arizona.

(ii) Owner has the authority, including the person signing for Owner, and the right to enter into this Agreement as authorized by the board of directors or members of the Owner at duly noticed meetings at which quorums were present.

(iii) Owner is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

(iv) Owner has not relied on any representations or warranties of the City other than those expressly set forth in this Agreement.

(b) By City: This Agreement was approved at a duly noticed and held public meeting by the Mayor and City Council, at which a quorum was present and the execution of this Agreement was authorized.

11. Conflicts of Interest. The parties acknowledge that this Agreement is subject to cancellation pursuant to § 38-511, Arizona Revised Statutes, as amended.

12. Covenants Running with the Land. The provisions of this Agreement shall be for the benefit of, and shall be a burden upon, the Land, and the provisions of this Agreement shall be covenants running with the Land without the necessity of an assignment of this Agreement with the conveyance of any part of the Land.

13. Indemnity. Owner (or its successors or assigns) shall indemnify, defend and hold harmless the City and each council member, officer, official or employee thereof (the City and any such person being herein called an "***Indemnified Party***"), for, from and against any and all losses, claims, damages, liabilities costs and expenses (including reasonable attorneys' fees) to which any such Indemnified Party may become subject, at law or in equity or otherwise ("***Claims***"), insofar as such Claims (or actions in respect thereof) arise out of or are based upon

Owner's breach of this Agreement, except for those Claims which have been adjudicated to be caused by the City's gross negligence or intentional misconduct. An Indemnified Party shall, promptly after the receipt of written notice or actual knowledge of a Claim against such Indemnified Party in respect of which indemnification may be sought against Owner, notify Owner (as provided in Section 26 below) in writing of such Claim, provided that the failure of the Indemnified Party to give written notice of such Claim shall not relieve Owner from its obligations under this section except to the extent that such failure prejudices the defense of such action or proceeding by Owner. The Indemnified Party, at its expense, may employ separate counsel and participate in the defense. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify Owner of the commencement thereof, Owner shall promptly assume the defense thereof, with counsel satisfactory to such Indemnified Party and Owner. If Owner promptly assumes the defense of any such Claim and pays all costs incurred in connection therewith, Owner will not be liable to such Indemnified Party under this section for any legal or other expenses incurred by such Indemnified Party separately in connection with the defense thereof. If Owner does not promptly assume the defense of any such action after written notice from the Indemnified Party, until Owner does assume the defense of such action, the Indemnified Party shall have the right to direct the defense of such action on behalf of such Indemnified Party and settle the action without the consent or approval of Owner and Owner shall pay any settlement amounts and all reasonable attorneys' fees and other costs and expenses incurred in the defense and settlement of any such action. At any time after an Indemnified Party receives a notice of Claim for which indemnification is required under this Agreement, the City may require Owner to provide the City, within thirty (30) days after written notice from the City to Owner, with such financial assurance(s) as the City may require, in its reasonable discretion, sufficient to guarantee Owner's performance of any of its indemnity obligations under this Agreement that are the subject of the notice of Claim.

14. <u>Term of Agreement</u>. This Agreement shall automatically terminate as to the Land without the necessity of any notice, agreement or recording by and between the parties five (5) years after the Effective Date of this Agreement.

15. <u>Assignment</u>. Owner shall not transfer or assign part or all of its rights and obligations or all of the Land in bulk to any person or entity at any time during the duration of this Agreement without the prior written consent of the City, which consent will not be unreasonably withheld, conditioned, or delayed. It shall not be an unreasonable condition for the City to withhold or condition its consent to assignment based on the City's determination, in its sole discretion, that the proposed assignee does not have the financial capability to construct and install the required Infrastructure and, in such event, other forms of financial assurance shall be required by the City for construction and installation of Infrastructure pursuant to City Code. Any assignment made without the City's prior written consent required under this section shall be automatically void.

16. <u>No Agency or Partnership</u>. Neither City nor Owner are acting as the agent of the other with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture or other business relationship between City and Owner.

17. <u>No Third Party Beneficiary</u>. This Agreement shall not create any third party beneficiary rights to any person or entity who is not a party to this Agreement, including any lender to the Owner.

18. **Construction.** The provisions and exhibits of this Agreement shall be construed as a whole consistent with their plain meaning and intent, and they shall not be construed against one party or the other based upon which party prepared or influenced the drafting of any provision or exhibit of this Agreement.

19. **Recording.** The City shall record this Agreement with the County Recorder no later than ten (10) days after the Effective Date of this Agreement.

20. **Time of Essence and Merger.** Time is of the essence of this Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matters of this Agreement. All prior contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

21. **Benefit and Binding Effect.** Subject to the provisions of Section 15 of this Agreement, this Agreement shall be binding upon the successors and assigns of Owner, shall be covenants running with the Land, and shall be binding upon all future owners of the Land.

22. **Counterparts.** This Agreement, which may be executed in counterpart, shall constitute the entire agreement between the parties regarding the subject of this Agreement.

23. **Waiver of Claims.** Owner knowingly and voluntarily forever releases and discharges the City and all of its past and present elected officials, officers, directors, agents, employees, successors, assigns, attorneys and representatives from all legal and equitable claims, causes of action, debts, accounts and damages, known or unknown, asserted or unasserted, and of every nature and extent whatsoever, that the Owner has against the City and arising from actions, omissions, delays or other events that occurred prior to the date of this Agreement. The Owner, on behalf of itself and all other parties having an interest in the Land, intends to encumber the Land with the following agreements and waivers. Owner agrees and consents to all the conditions imposed by this Agreement and, by signing this Agreement, waives any and all claims, suits, damages, compensation and causes of action for diminution in value of the Land the owner of the Land may have now or in the future under the provisions of A.R.S. §§ 12-1134 through and including 12-1136 resulting from this Agreement or from any "land use law" (as such term is defined in the aforementioned statute sections) expressly permitted or contemplated by this Agreement to be enacted, adopted or applied by the City now or hereafter. Owner acknowledges and agrees the terms and conditions set forth in this Agreement cause an increase in the fair market value of the Land and such increase exceeds any possible reduction in the fair market value of the Land caused by any future land use laws, rules, ordinances, resolutions or actions expressly permitted or contemplated by this Agreement and adopted or applied by the City to the Land.

24. **Amendment.** Any amendment to this Agreement shall be in writing.

25. **Section Titles.** The section titles in this Agreement are not part of this Agreement and are for convenience only.

26. **Notices.** All notices, requests, waivers, approvals, acceptances or other communications under this Agreement shall be in writing and shall be deemed given when personally delivered or transmitted by facsimile or two (2) days after mailing by certified mail, return receipt requested and postage prepaid, to the addresses or facsimile numbers set forth below:

(a) City

City of Buckeye
Attention: City Manager
530 East Monroe Avenue
Buckeye, Arizona 85326

With a copy to:

Gust Rosenfeld, P.L.C.
Attention: Shiela B. Schmidt, Esq.
One East Washington, Suite 1600
Phoenix, Arizona 85004-2553
Email: sschmidt@gustlaw.com

(b) Owner

SH ASSET, LLC
Attention: Mike Stewart, Waterloo Associates
206 Wild Basin Road, St. 203 (Bldg. A)
Austin, TX 78746
Email: mstewart@waterloo-associates.com

With a copy to:

William Ryan Homes
Attention: Chris Bramwell
300 N. 56th Street, Suite 200
Chandler, AZ 85226
Email: cbramwell@wmryan.com

No notice to a party shall be effective unless and until a copy of such notice is given to, or, as appropriate, received by, all persons indicated above as entitled to receive required copies of notices to that party. The above described recipients of notices may change their address for notice purposes by giving the other parties notice of such change; provided, however, that no such change in notice shall be effective for a period of ten (10) days following such notice of such change. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by legal counsel for such party.

27. **Force Majeure.** The performance of either party and the duration of this Agreement shall be extended by any causes that are beyond the control of the party required to perform, such as an act of God, civil or military disturbance and labor or material shortage.

28. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Arizona, and any litigation shall take place only in Maricopa County, Arizona.

29. **Attorneys' Fees.** The prevailing party in any litigation in connection with this Agreement shall be entitled to its attorneys' fees and costs.

30. **No Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Owner of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

31. **Severability.** If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect if the remaining provisions permit the parties to achieve the practical and proportional benefits and obligations of the arrangements contemplated by this Agreement. Otherwise, either party may terminate this Agreement.

32. **Insurance.** All contractors or subcontractors performing any portion of the work to construct or complete the Infrastructure shall provide the following insurance policies, which policies shall endorse the City as an additional insured and shall not be reduced, otherwise modified, or terminated without thirty (30) days prior written notice to the City:

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

General Aggregate	$2,000,000
Products – Completed Operations	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

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

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

(c) Worker's Compensation and Employers' Liability
Policy shall contain a waiver of subrogation against the City of Buckeye.

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$1,000,000
Disease - Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

All policies shall be procured and maintained until all obligations under this Agreement have been discharged, including any warranty periods. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

33. **Signature.** The parties have executed this Agreement as of the Effective Date.

[SIGNATURES ON FOLLOWING PAGES]

CITY:

CITY OF BUCKEYE,
an Arizona municipal corporation

By: _____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

STATE OF ARIZONA
COUNTY OF MARICOPA

On this _____ day of _____, 2022, before me personally appeared Eric W. Orsborn, the Mayor of the City of Buckeye, Arizona, a municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed this Public Infrastructure Assurance Agreement on behalf of the City.

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

(Seal and Expiration Date)

_____
Notary Public in and for the State of Arizona

OWNER:

SH Asset, LLC, a Texas limited liability company

By: _____

Name: Michael Stewart

Title: Manager

STATE OF Texas
COUNTY OF Travis

On this 12 day of April, 2022, before me personally appeared Michael Stewart, the Manager of SH Asset LLC, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he/she signed this Public Infrastructure Assurance Agreement on behalf of SH Asset LLC.

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

(Seal and Expiration Date)

COALTER TY GEBHART
NOTARY PUBLIC
STATE OF TEXAS
ID. 133507338
EXP. 12-29-2025

_____
Notary Public in and for the State of Texas

SBS:sbs 4246535.1 9/16/2021

EXHIBIT A
TO
PUBLIC INFRASTRUCTURE ASSURANCE AGREEMENT

[Legal Description of Land]

See following page(s)

APRIL 8, 2022

EXHIBIT "A"
LEGAL DESCRIPTION
SIENNA HILLS - PARCEL 7B NORTH BOUNDARY

A PARCEL OF LAND, SITUATED IN A PORTION OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER MERIDIAN, CITY OF BUCKEYE, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND GENERAL LAND OFFICE (GLO) BRASS CAP, MONUMENTING THE NORTHWEST CORNER OF SAID SECTION 36, FROM WHICH A FOUND GLO BRASS CAP, MONUMENTING THE NORTH QUARTER CORNER OF SAID SECTION 36, BEARS SOUTH 89°39'16" EAST (A MEASURED GEODETIC BEARING AND BASIS OF BEARINGS FOR THIS DESCRIPTION), A DISTANCE OF 2,640.96 FEET;

THENCE SOUTH 0°06'34" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 1,678.00 FEET, TO A POINT ON SAID WEST LINE OF SAID SECTION 36, FROM WHICH A FOUND GLO BRASS CAP, MONUMENTING THE WEST QUARTER CORNER OF SAID SECTION 36, BEARS SOUTH 0°06'34" EAST, A DISTANCE OF 955.15 FEET, SAID POINT BEING ALSO THE **TRUE POINT OF BEGINNING**;

THENCE DEPARTING SAID WEST LINE, SOUTH 74°17'33" EAST, A DISTANCE OF 148.02 FEET, TO AN ANGLE POINT;

THENCE SOUTH 89°52'59" EAST, A DISTANCE OF 618.86 FEET, TO AN ANGLE POINT;

THENCE NORTH 60°22'04" EAST, A DISTANCE OF 615.30 FEET, TO AN ANGLE POINT;

THENCE SOUTH 25°33'32" EAST, A DISTANCE OF 157.34 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, THE RADIUS POINT OF WHICH BEARS SOUTH 54°21'18" EAST, A DISTANCE OF 770.00 FEET;

THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 11°15'41" , AN ARC LENGTH OF 151.34 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 30°00'51" WEST AND A CHORD LENGTH OF 151.10 FEET, TO THE END OF SAID CURVE;

THENCE SOUTH 65°36'59" EAST, A DISTANCE OF 50.48 FEET, TO AN ANGLE POINT;

THENCE SOUTH 53°54'06" EAST, A DISTANCE OF 240.00 FEET, TO AN ANGLE POINT;

THENCE SOUTH 52°18'57" EAST, A DISTANCE OF 82.88 FEET, TO AN ANGLE POINT;

THENCE SOUTH 27°41'18" WEST, A DISTANCE OF 207.17 FEET, TO AN ANGLE POINT;

THENCE SOUTH 13°20'56" WEST, A DISTANCE OF 62.05 FEET, TO AN ANGLE POINT;

THENCE SOUTH 61°52'01" EAST, A DISTANCE OF 120.00 FEET, TO AN ANGLE POINT;

THENCE SOUTH 59°56'23" EAST, A DISTANCE OF 40.02 FEET, TO AN ANGLE POINT;

THENCE SOUTH 61°52'01" EAST, A DISTANCE OF 103.06 FEET, TO THE NORTHWESTERLY LINE OF “TRACT NO. 2” PER THAT CERTAIN QUIT CLAIM DEED RECORDED AS INSTRUMENT # 2005-1971305, MCR;

THENCE ALONG SAID NORTHWESTERLY LINE OF SAID “TRACT NO. 2”, THE FOLLOWING TWO (2) COURSES:

THENCE SOUTH 45°25'06" WEST, A DISTANCE OF 91.22 FEET, TO AN ANGLE POINT;

THENCE SOUTH 0°25'06" WEST, A DISTANCE OF 304.68 FEET, TO THE NORTHEAST CORNER OF “TRACT NO. 1” PER THAT CERTAIN QUIT CLAIM DEED RECORDED AS SAID INSTRUMENT # 2005-1971305, MCR;

THENCE ALONG SAID NORTHWESTERLY LINE OF SAID “TRACT NO. 1”, PER SAID INSTRUMENT # 2005-1971305, MCR, THE FOLLOWING THREE (3) COURSES:

THENCE NORTH 89°48'43" WEST, A DISTANCE OF 986.37 FEET, TO AN ANGLE POINT;

THENCE SOUTH 0°01'08" EAST, A DISTANCE OF 1,322.20 FEET, TO AN ANGLE POINT;

THENCE NORTH 89°47'47" WEST, A DISTANCE OF 659.43 FEET, TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, FROM WHICH A FOUND 2” MARICOPA COUNTY ALUMINUM CAP, MONUMENTING THE SOUTHWEST CORNER OF SAID SECTION 36, BEARS SOUTH 0°00'52" EAST, A DISTANCE OF 1,400.69 FEET;

THENCE NORTH 0°00'52" WEST, ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 1,322.02 FEET, TO A FOUND GLO BRASS CAP, MONUMENTING THE WEST QUARTER CORNER OF SAID SECTION 36;

THENCE NORTH 0°06'34" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 955.15 FEET, TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 2,411,513 SQUARE FEET, OR 55.3607 ACRES MORE OR LESS.
SUBJECT TO EXISTING RIGHTS-OF-WAYS AND EASEMENTS.

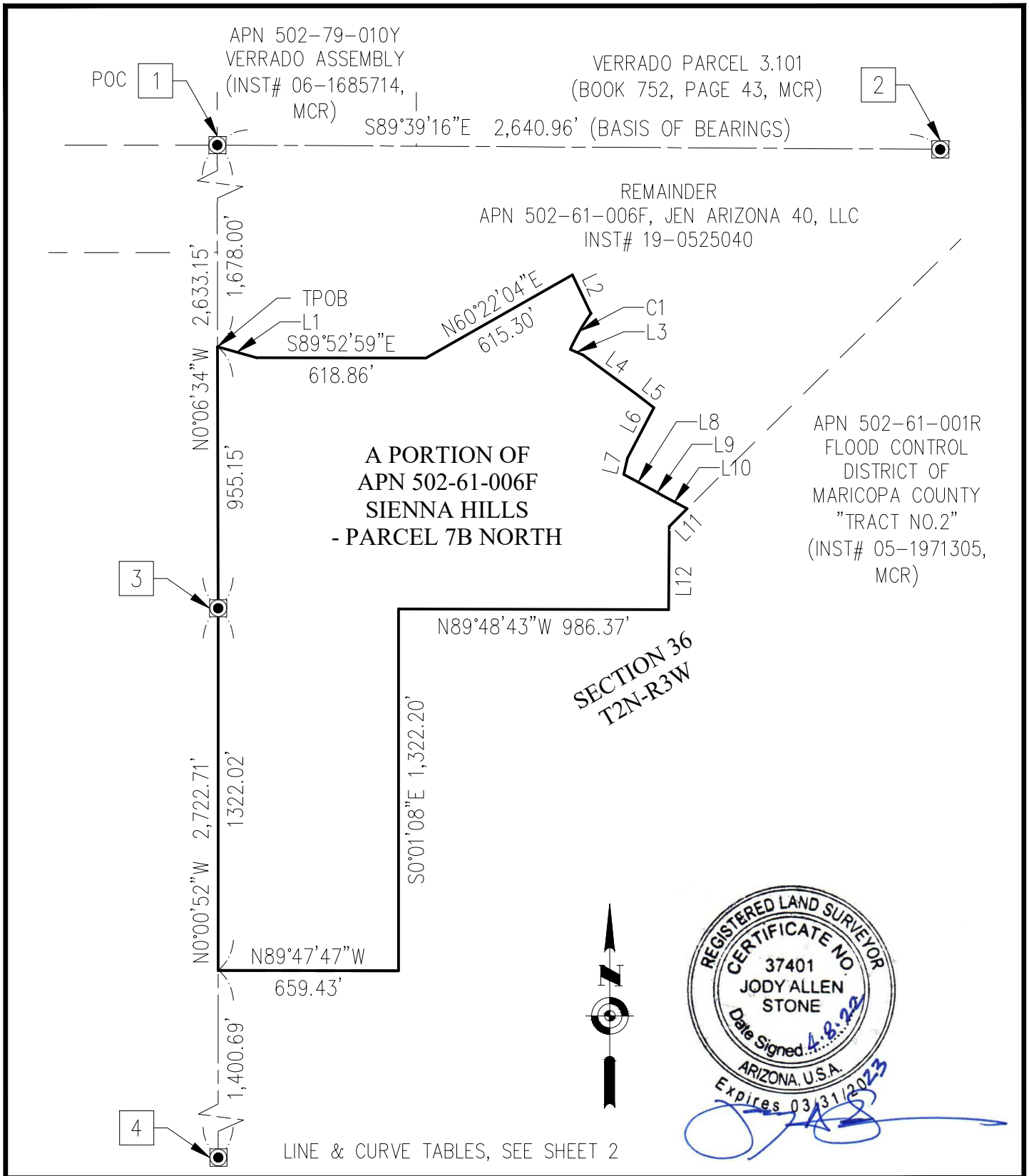
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37401
JODY ALLEN
STONE
Date Signed 4.8.22
ARIZONA, U.S.A.
Expires 03/31/2023

g:\projects\r311080.03 - sienna hills prelim and final design\10 cadd & bim\10.13 survey\legals-certifications\par 7a 7b north\31108003lg-03 7b north 220408.docx

EXHIBIT B
TO
PUBLIC INFRASTRUCTURE ASSURANCE AGREEMENT

[Depiction of Land]

See following page(s)



HUITT-ZOLLARS

5050 N. 40TH Street, Suite 100 | Phoenix, AZ 85018
Office (602) 252-8384
www.huitt-zollars.com
ADVANCEDESIGN℠

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

EXHIBIT "B"
SIENNA HILLS - PARCEL
7B NORTH BOUNDARY

SHEET 1 OF 2

SCALE	*1"=500'*
DRAWN BY	*JGV*
CHECKED BY	*JAS*
DATE	*4/8/2022*
JOB NO.	*R311080.03*

g:\projects\r311080.03 – sienna hills prelim and final design\10 cadd & bim\10.13 survey\legals-certifications\par 7a 7b north\31108003lg-03 7b bndry.dv

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S74°17'33"E	148.02'
L2	S25°33'32"E	157.34'
L3	S65°36'59"E	50.48'
L4	S53°54'06"E	240.00'
L5	S52°18'57"E	82.88'
L6	S27°41'18"W	207.17'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L7	S13°20'56"W	62.05'
L8	S61°52'01"E	120.00'
L9	S59°56'23"E	40.02'
L10	S61°52'01"E	103.06'
L11	S45°25'06"W	91.22'
L12	S0°25'06"W	304.68'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	770.00'	11°15'41"	151.34'	S30°00'51"W	151.10'

MONUMENT LEGEND

1 FOUND 2-1/2" GLO BRASS CAP, NORTHWEST CORNER, SECTION 36

2 FOUND 2-1/2" GLO BRASS CAP (DISTURBED), NORTH 1/4 CORNER, SECTION 36

3 FOUND 2-1/2" GLO BRASS CAP, WEST 1/4 CORNER, SECTION 36

4 FOUND 2" MARICOPA COUNTY ALUMINUM CAP, STAMPED "29891", SOUTHWEST CORNER, SECTION 36

LEGEND

◉ INDICATES SECTION CORNER, AS NOTED

APN ASSESSOR'S PARCEL NUMBER
GLO GENERAL LAND OFFICE
BK BOOK
PG PAGE
C# CURVE NUMBER
L# LINE NUMBER

R/W RIGHT-OF-WAY
INST INSTRUMENT
MCR MARICOPA COUNTY RECORDS
POC POINT OF COMMENCEMENT
TPOB TRUE POINT OF BEGINNING

DESCRIPTION BOUNDARY LINE
SECTION LINE
RIGHT-OF-WAY LINE
ADJACENT PROPERTY LINE

HUITT-ZOLLARS
5050 N. 40TH Street, Suite 100 | Phoenix, AZ 85018
Office (602) 252-8384
www.huitt-zollars.com
ADVANCEDESIGN℠

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT "B"
SIENNA HILLS - PARCEL 7B NORTH BOUNDARY

SHEET 2 OF 2

SCALE	N/A
DRAWN BY	JGV
CHECKED BY	JAS
DATE	4/8/2022
JOB NO.	R311080.03

g:\projects\r311080.03 – sienna hills prelim and final design\10 cadd & bim\10.13 survey\legals-certifications\par 7a 7b north\31108003lg-03 7b bndry.dv

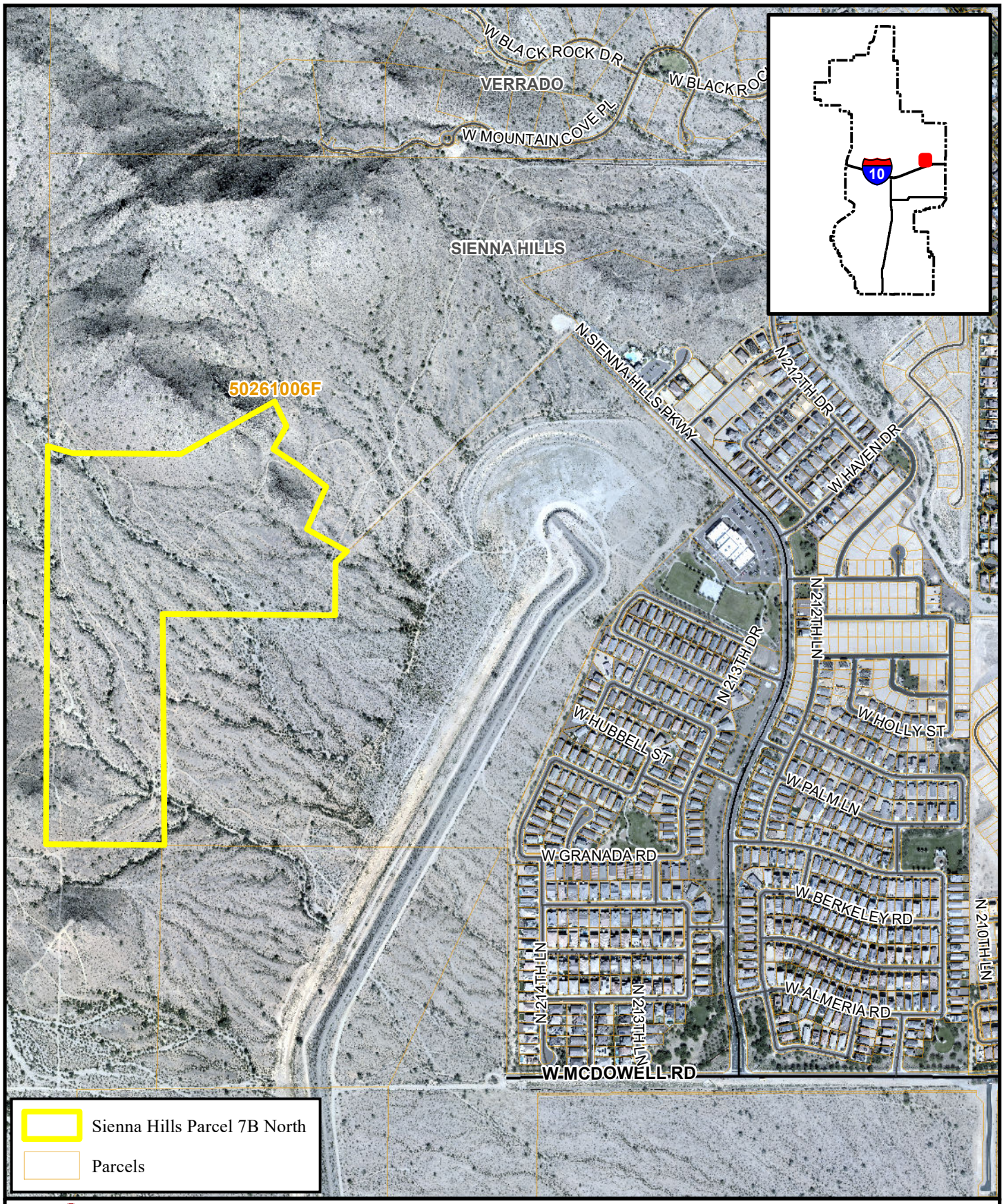
EXHIBIT C
TO
PUBLIC INFRASTRUCTURE ASSURANCE AGREEMENT

[Description of Infrastructure for the Land]

SIENNA HILLS

PARCEL 7BN
Schedule of Plans and Specifications

1. Sienna Hills Parcel 7BN – Paving Plans, Huitt-Zollars, Inc., ENG-21-0190
2. Sienna Hills Parcel 7BN – Water Plans, Huitt-Zollars, Inc., ENG-21-0191
3. Sienna Hills Parcel 7BN – Streetlight Plans, Wright Engineering, ENG-21-0193
4. Sienna Hills Parcel 7BN – Grading Plans, Huitt-Zollars Inc., ENG-21-0433
5. Sienna Hills Parcel 7BN – Sewer Plans, Huitt-Zollars, Inc., ENG-21-0192



BUCKEYE, AZ

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

Sienna Hills Parcel 7B North
Public Infrastructure Agreement

0 250 500 1,000 Feet

N

Date: 5/2/2022

Document Name: SiennaHillsParcel7BNorth_8x11

RESOLUTION NO. 61-22

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING THE PUBLIC INFRASTRUCTURE ASSURANCE AGREEMENT BETWEEN THE CITY OF BUCKEYE, AN ARIZONA MUNICIPAL CORPORATION, AND SH ASSET, LLC, A TEXAS LIMITED LIABILITY COMPANY, REGARDING SIENNA HILLS PARCEL 7B NORTH; AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID AGREEMENT ON BEHALF OF THE CITY OF BUCKEYE.

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

Section 1. The Public Infrastructure Assurance Agreement between the City of Buckeye, an Arizona municipal corporation, and SH Asset, LLC, a Texas limited liability company, regarding Sienna Hills Parcel 7B North, is hereby approved in substantially 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 cause the execution and delivery of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 17th day of May, 2022.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

MG2:mg2 4438491.1 5/2/2022

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 05/17/22	**AGENDA ITEM:** 6.I. Resolution No. 43-22 Roers Intent to expand Street Lighting Improvement District No. 2017-SLID-003
DATE PREPARED: 05/17/22	**DISTRICT NO.:** 1
STAFF LIAISON: Scott Lowe, Public Works Director, slowe@buckeyeaz.gov, (623) 349-6815	
DEPARTMENT: Public Works	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Resolution No. 43-22 enlarging City of Buckeye Street Lighting Improvement District No. 2017-SLID-003 and ordering recording and filing of this Resolution.

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

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

SUMMARY

PROJECT DESCRIPTION:
Street Lighting Improvement Districts (SLIDs) are established to purchase (not generate) energy for street lighting or public park lighting with the District and adjacent streets so that the costs are not borne by the City in its Highway User Revenue Fund.

BENEFITS:
Both SLIDS and Maintenance Improvement Districts (MIDSs) provide for the benefit of ensuring that there is a balance of revenue and expenditures to provide for the quality of life for the residents/owners of a particular development without an undue burden upon the existing community. SLIDS ensure that only owners that have benefit from the lighting in their community pay for that service. Having the costs of street and public park lighting within a SLID borne by the owners in a development ensures that the revenue needed to fund these costs is always in place.

FUTURE ACTION:
A budget and further Council action will take place at the beginning of the next fiscal year to implement this District.

FINANCIAL IMPACT STATEMENT:
N/A

CURRENT FISCAL YEAR TOTAL COST:
N/A

BUDGETED:
No

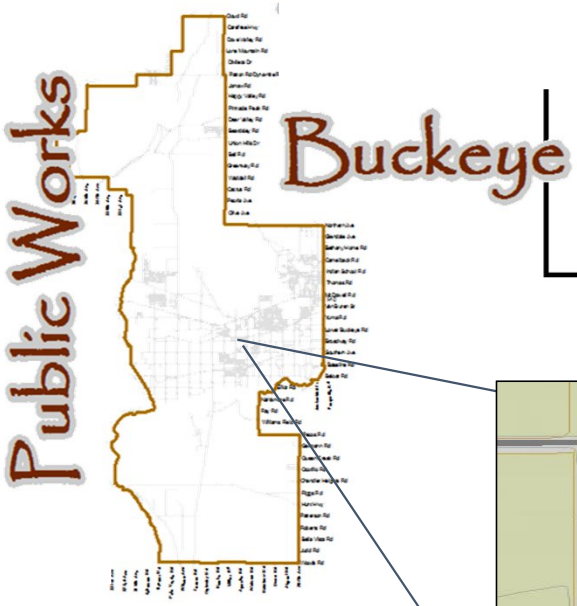
FISCAL YEAR:
FY 23/24

FUND/DEPARTMENT:
SLIDs

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

ATTACHMENTS:

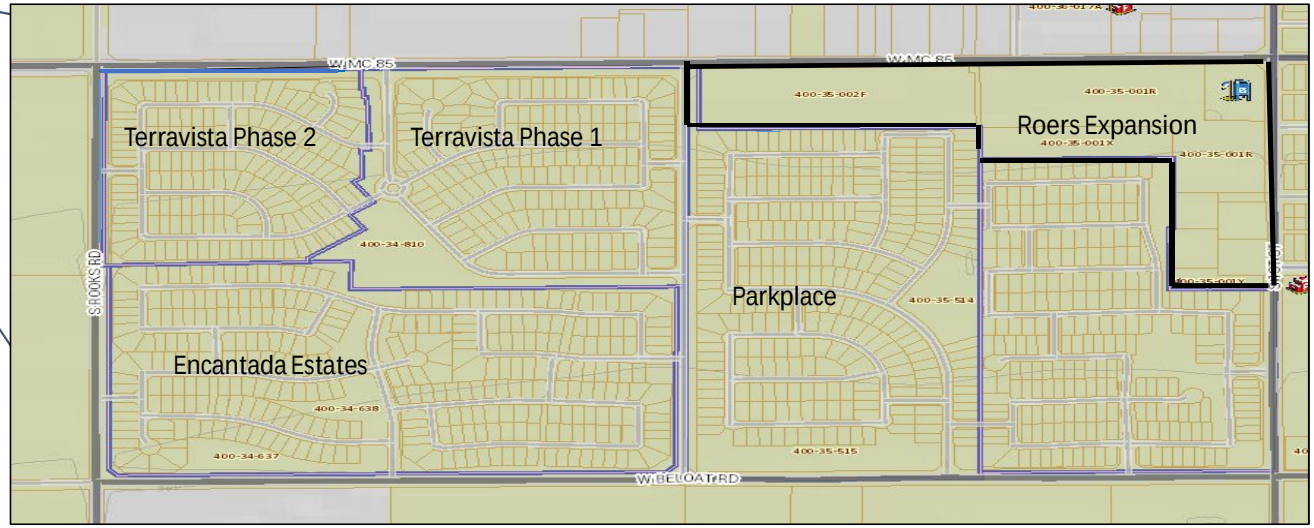
Roers Expansion.pptx
RES 43-22 2017-SLID-003 Roers Expansion Area.pdf
Petition, Waiver and Consent Roers Expansion Area Annexation 2017-SLID-003.pdf



2017-SLID-003

Roers Expansion

District 1



BUCKEYE, AZ

When Recorded, Return to:

Lucinda J. Aja, City Clerk
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

RESOLUTION NO. 43-22

RESOLUTION ENLARGING CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT NO. 2017-SLID-003 AND ORDERING RECORDING AND FILING OF THIS RESOLUTION.

WHEREAS, on December 5, 2017, the Mayor and City Council of the City of Buckeye, Arizona (the "*City*") passed and adopted Resolution No. 59-17 ordering the formation of City of Buckeye Street Lighting Improvement District No. 2017-SLID-003 (the "*District*"), solely for the purpose of purchasing (and not generating) energy for lighting of public streets and parks; and

WHEREAS, the owner of certain property adjoining the District has filed a petition seeking to enlarge the District to include the property described in the attached *Exhibits A*, *B*, and *C* (collectively, the "*Annexed Area*"); and

WHEREAS, by this Resolution the City Council of the City will enlarge the District by adding the Annexed Area to the District;

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

Section 1. District Enlargement. The District is enlarged by the addition of the Annexed Area, as shown on *Exhibits A*, *B*, and *C* attached hereto and incorporated by reference into this Resolution. The Assessor's parcel numbers shown on *Exhibit B* are for convenience only. If either the legal description set forth in *Exhibit A* or the Assessor's parcel numbers set forth in *Exhibit B* conflict with *Exhibit C*, *Exhibit C* shall govern and be determinative of a parcel's inclusion within, or exclusion from, the District, subject to the restrictions of Section 2 of this Resolution.

Section 2. Excluded Property; Annual Tax. No publicly owned land or property owned by a homeowners' association will be liable to pay any portion of the District's costs and expenses. The annual tax levied upon the District will remain in full force and effect and will apply to the District as enlarged by this Resolution. The District taxes will continue to be levied based on the number and classification of non-public parcels within the enlarged District, excluding those parcels which are publicly owned or owned by a homeowners' association.

Section 3. Recording and Filing. The City Clerk is ordered and directed to cause a certified copy of this Resolution to be recorded in the office of the Maricopa County Recorder. The City Clerk is further ordered and directed to file certified copies of this Resolution with the Director of the Arizona Department of Revenue and the Maricopa County Assessor, pursuant to A.R.S. § 42-17257.

Section 4. Extension for Filing. If either the enlargement of the District occurs after November 1 of the year preceding the year in which initial taxes are to be levied, or this Resolution is not filed with both the Arizona Department of Revenue and the Maricopa County Assessor prior to such November 1, the Mayor and City Council hereby request, subject to the November 30 deadline for such request as provided in A.R.S. § 42-17257(B), that the Director of the Arizona Department of Revenue extend the deadline prescribed by A.R.S. § 42-17257 to December 20, 2022.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 17th day of May, 2022.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

Attachments:
Exhibit A: Legal Description
Exhibit B: Assessor's Parcel Numbers
Exhibit C: Map of District Including Annexed Area

SBS:sbm 4436448.1 4/29/2022

CERTIFICATION

I, Lucinda J. Aja, the duly appointed and acting City Clerk of the City of Buckeye, Arizona, do hereby certify that the above and foregoing Resolution No. 43-22 was duly passed by the Mayor and City Council of the City of Buckeye, Arizona, at a regular meeting held on May 17, 2022, and the vote was ____ aye's, ____ nay's, ____ abstained and ____ were absent and that the Mayor and ___ Council Members were present thereat.

DATED: May 17, 2022.

_____
Lucinda J. Aja, City Clerk

SBS:sbm 4436448.1 4/29/2022

EXHIBIT A

Legal Description for Street Lighting Improvement

District No. 2017-SLID-003 Roers Expansion Area

LEGAL DESCRIPTION:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 6, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 6 BEARS SOUTH 00 DEGREES 07 MINUTES 08 SECONDS WEST A DISTANCE OF 2,644.02 FEET;

THENCE ALONG THE EAST LINE OF SAID SECTION 6, SOUTH 00 DEGREES 07 MINUTES 08 SECONDS WEST A DISTANCE OF 853.90 FEET;

THENCE NORTH 89 DEGREES 52 MINUTES 52 SECONDS WEST, A DISTANCE OF 453.00 FEET;

THENCE NORTH 00 DEGREES 07 MINUTES 08 SECONDS EAST, A DISTANCE OF 222.16 FEET;

THENCE SOUTH 89 DEGREES 45 MINUTES 48 SECONDS WEST, A DISTANCE OF 861.59 FEET;

THENCE NORTH 00 DEGREES 18 MINUTES 31 SECONDS EAST, A DISTANCE OF 196.01 FEET;

THENCE SOUTH 89 DEGREES 46 MINUTES 01 SECONDS WEST, A DISTANCE OF 1263.83 FEET;

THENCE NORTH 00 DEGREES 30 MINUTES 06 SECONDS WEST, A DISTANCE OF 433.04 FEET;

THENCE NORTH 89 DEGREES 46 MINUTES 01 SECONDS EAST, A DISTANCE OF 2,574.88 FEET TO THE POINT OF BEGINNING CONTAINING 33.847 ACRES, MORE OR LESS.

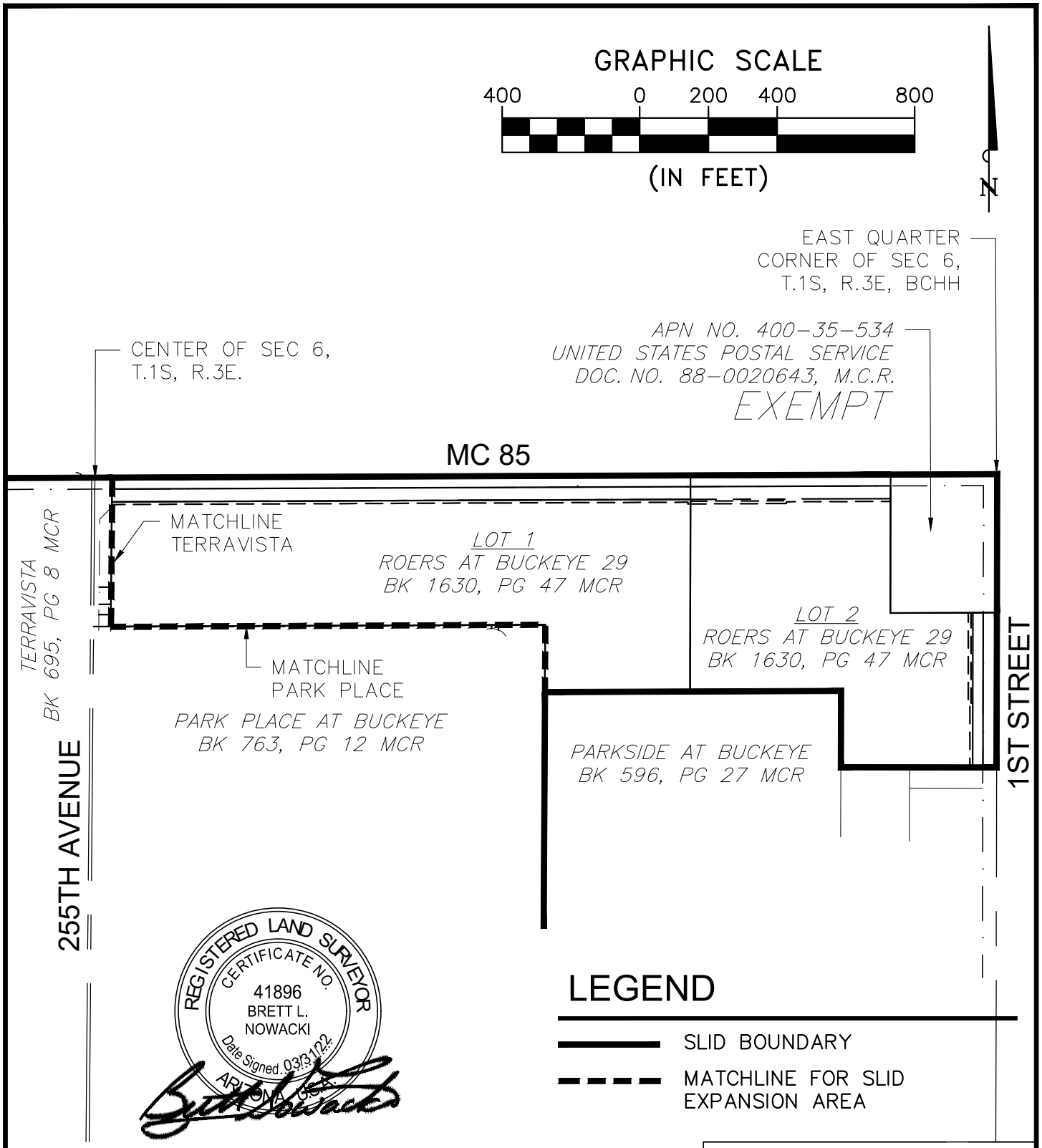
Exhibit B

Assessor Parcel Numbers For Street Lighting Improvement District No. 2017-SLID-003
Roers Expansion Area

Assessor Parcel Number	Lot Number	Owner Name
40035535	1	Carefree Buckeye 29, LLC
40035536	2	Roers Buckeye Downtown Limited Partnership

Exempt Parcels

Assessor Parcel Number	Owner Name
40035534	United States Postal Service



INFINITY ENGINEERING SERVICES, LTD.
P.O. BOX 88034
PHOENIX, AZ 85080
PHONE: (602) 670-8635

TITLE

EXHIBIT C
MAP FOR STREET LIGHT IMPROVEMENT DISTRICT NO. 2017-SLID-003
ROERS EXPANSION AREA

DATE **04/21/2022**

beck
consulting engineers

When Recorded, Return to:

Lucinda J. Aja,
City Clerk City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

PETITION, WAIVER AND CONSENT TO INCLUSION OF ADDITIONAL LAND WITHIN AN EXISTING STREET LIGHTING IMPROVEMENT DISTRICT BY THE CITY OF BUCKEYE

ROERS EXPANSION AREA
ANNEXATION TO 2017-SLID-003

To: Honorable Mayor and Councilmembers City of Buckeye, Arizona

Pursuant to Arizona Revised Statutes ("*A.R.S.*") Title 48, Chapter 4, Article 2 (the "*Improvement District Law*"), the undersigned property owners (the "*Petitioners*") respectfully petition the City Council of the City of Buckeye, Arizona ("*City Council*") to order the enlargement of the existing City of Buckeye Street Lighting Improvement District No. 2017-SLID-003 (the "*District*") under the Improvement District Law. In support of this Petition, Waiver and Consent to Inclusion of Additional Land within an Existing Street Lighting Improvement District by the City of Buckeye (this "*Petition*"), the Petitioners agree to waive certain rights under the Improvement District Law and hereby consent to the annexation and inclusion of the land shown on *Exhibits A*, *B*, and *C* to be annexed into the District.

1. Area to be Added to District. The property comprising the proposed addition to the existing District is described by a legal description, Assessor's parcel numbers and a map or plat of the area, all as set forth in *Exhibits A*, *B*, and *C*, attached hereto and incorporated herein by this reference. The proposed enlarged District consists of an aggregate of two lots and is entirely within the corporate boundaries of the City of Buckeye, Arizona (the "*City*"). The Petitioners respectfully request that the land shown on *Exhibits A*, *B*, and *C* be annexed into and become included within the District. The Assessor's parcel numbers set forth in *Exhibit B* are for convenience only. Should either the legal description set forth in *Exhibit A* or Assessor's parcel numbers set forth in *Exhibit B* conflict with *Exhibit C*, *Exhibit C* shall govern.

2. Authority. The Petitioners are the sole owners of all non-public real property within the area proposed to be annexed to the District.

3. Purpose. The District was formed solely for the purchase of energy for lighting the streets and public parks within and adjacent to the District.

4. Public Convenience and Necessity. The necessity for the enlargement of the District is the purchase of energy for lighting the streets and public parks within the proposed enlarged District by the levying of an annual ad valorem tax or by an equal apportionment of taxes upon all of the non-public real property of the District as provided in A.R.S. § 48-616(C).

5. Payment of Costs by Petitioners. The Petitioners agree to pay the costs and expenses of operation, repair and energy for street lighting within and surrounding the proposed addition to the District that operate prior to July 1, 2023, because the District will not be able to levy taxes for such expenses of the area added to the District prior to the City's fiscal year 2023/2024. Tax collections of taxes levied on the addition to be annexed to the District will not be posted to the City until on or about July 1, 2023 and the City does not expect to receive taxes from the property described in *Exhibits A*, *B* and *C* before November 1, 2023.

6. Reimbursement. The Petitioners agree to reimburse the City for all reasonable legal and engineering fees and costs incurred by the City with respect to the enlargement of the District.

7. Expansion of or Annexation to the District. The Petitioners waive any objections to, or protest against, future enlargement or enlargements of the District and also waive all notices of such enlargement or enlargements, whether required to be published, posted, or mailed with respect to the later enlargement of the District's boundaries; the Petitioners further waive any objection to, or protest against, the consolidation of the District with any other similar district or districts.

8. Waiver and Consent. The Petitioners, with full knowledge of their rights being waived hereunder, hereby expressly waive:

a) The right to challenge or object to any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings that resulted in or will result in the adoption of the Resolution(s) of Intention, the Resolution Forming the District, and the Resolution(s) Enlarging the District, or any Notices pertaining thereto;

b) Any necessity for publication, posting, or mailing of the Resolution(s) Enlarging the District, Notices of Proposed Improvements, or Notices described in A.R.S. §§ 48-574(J) and 48-616(M);

c) All protest rights whatsoever under A.R.S. §§ 48-579(A)-(B) and 48-616(M), which provide for protests against the work or objections to the extent of the enlargement of the District; and

d) Any necessity for any notice or hearing with respect to land owned by the Petitioners now within the District or within the property comprising the proposed addition to the District.

9. Fees. The Petitioners have paid, or will pay, any and all District application fees.

10. Equal Apportionment. The Petitioners hereby petition the City Council to equally apportion the District's annual taxes based on the number and classifications of properties within the proposed enlarged District pursuant to A.R.S. § 48-616(J).

11. Waiver. This Petition shall also be deemed to be a petition of more than one-half (1/2) of the taxable property units and more than one-half (1/2) of the assessed valuation within the proposed addition to the District and as such shall also be deemed to be a waiver of any and all requirements to file a petition under A.R.S. § 48-576, as amended.

12. Public Benefit. The purchase of energy to operate street lighting improvements within the area to be annexed is of more than local or ordinary public benefit.

13. Successors and Assigns. To the extent permitted by law, this Petition shall be binding on all successors or assigns of the Petitioners who hereafter own or have an interest in the property described in *Exhibits A*, *B*, and *C* attached hereto.

14. Authority to Sign Petition. The individual or individuals signing this Petition represent and warrant to the City that they are duly authorized to (i) sign the Petition to form or enlarge the District, as applicable; (ii) bind the Petitioner to the matters set forth in this Petition; and (iii) agree to hold the City harmless for, from and against any claims in connection with the formation or enlargement of the District.

15. Recordation. This Petition may be recorded in the office of the Maricopa County Recorder and in the office of the Superintendent of Streets of the City.

PROPERTY: See attached Exhibits A, B, and C

[Remainder of Page Intentionally Left Blank]

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned authorized representative has executed this Petition as of the 5th day of May, 2022.

PETITIONER

CAREFREE BUCKEYE 29, LLC,
an Arizona limited liability company

By: CAREFREE BUCKEYE MANAGEMENT 29, LLC,
an Arizona limited liability company
Its: Manager

By: MISSION WEST, LLC,
an Arizona limited liability company
Its: Member

By: _____

Name: Richard West

Title: Authorized Representative

VERIFICATION

Richard West, after being first duly sworn upon his/her oath, deposes and states:

That I am a Member of MISSION WEST, LLC, an Arizona limited liability company, a Member of CAREFREE BUCKEYE MANAGEMENT 29, LLC, an Arizona limited liability company, the Manager of the above-named Petitioner; I have been duly authorized to sign this Petition and make this Verification in that capacity; that I have read the foregoing Petition, and I know the contents thereof to be true.

SUBSCRIBED AND SWORN TO by Richard West before me, the undersigned notary public, this 5th day of May, 2022.

CRISTINE REYNOLDS
Notary Public - Arizona
Maricopa County
Commission # 592787
My Comm. Expires Dec 2, 2024

(Seal and Expiration Date)

Cristine Reynolds
Notary Public

IN WITNESS WHEREOF, the undersigned authorized representative has executed this Petition as of the 5th day of May, 2022.

PETITIONER

ROERS BUCKEYE DOWNTOWN LIMITED PARTNERSHIP,
a Minnesota limited partnership

By: ROERS BUCKEYE DOWNTOWN GP LLC,
a Minnesota limited liability company
Its: General Partner

By: ROERS COMPANIES LLC,
a Minnesota limited liability company
Its: Manager

By: _____
Brian Roers
Its: Manager

VERIFICATION

Brian Roers, after being first duly sworn upon his oath, deposes and states:

That I am the Manager of ROERS COMPANIES LLC, a Minnesota limited liability company, the Manager of ROERS BUCKEYE DOWNTOWN GP LLC, a Minnesota limited liability company, the General Partner of the above-named Petitioner; I have been duly authorized to sign this Petition and make this Verification in that capacity; that I have read the foregoing Petition, and I know the contents thereof to be true.

SUBSCRIBED AND SWORN TO by Brian Roers before me, the undersigned notary public, this 5th day of May, 2022.

PAIGE CATHERINE WEBSTER
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Jan. 31, 2025

Notary Public

(Seal and Expiration Date)

RECEIPT this _____ day of _____, 2022, of the foregoing Petition is hereby acknowledged by the City Clerk of the City of Buckeye, Arizona, who will deliver said Petition to the City Council for action.

_____

Lucinda J. Aja, City Clerk

EXHIBIT A

Legal Description for Street Lighting Improvement

District No. 2017-SLID-003 Roers Expansion Area

LEGAL DESCRIPTION:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 6, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 6 BEARS SOUTH 00 DEGREES 07 MINUTES 08 SECONDS WEST A DISTANCE OF 2,644.02 FEET;

THENCE ALONG THE EAST LINE OF SAID SECTION 6, SOUTH 00 DEGREES 07 MINUTES 08 SECONDS WEST A DISTANCE OF 853.90 FEET;

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THENCE NORTH 89 DEGREES 46 MINUTES 01 SECONDS EAST, A DISTANCE OF 2,574.88 FEET TO THE POINT OF BEGINNING CONTAINING 33.847 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
41896
BRETT L.
NOWACKI
Date Signed 03/31/22
ARIZONA, U.S.A.

Exhibit B

Assessor Parcel Numbers For Street Lighting Improvement District No. 2017-SLID-003
Roers Expansion Area

Assessor Parcel Number	Lot Number	Owner Name
40035535	1	Carefree Buckeye 29, LLC
40035536	2	Roers Buckeye Downtown Limited Partnership

Exempt Parcels

Assessor Parcel Number	Owner Name
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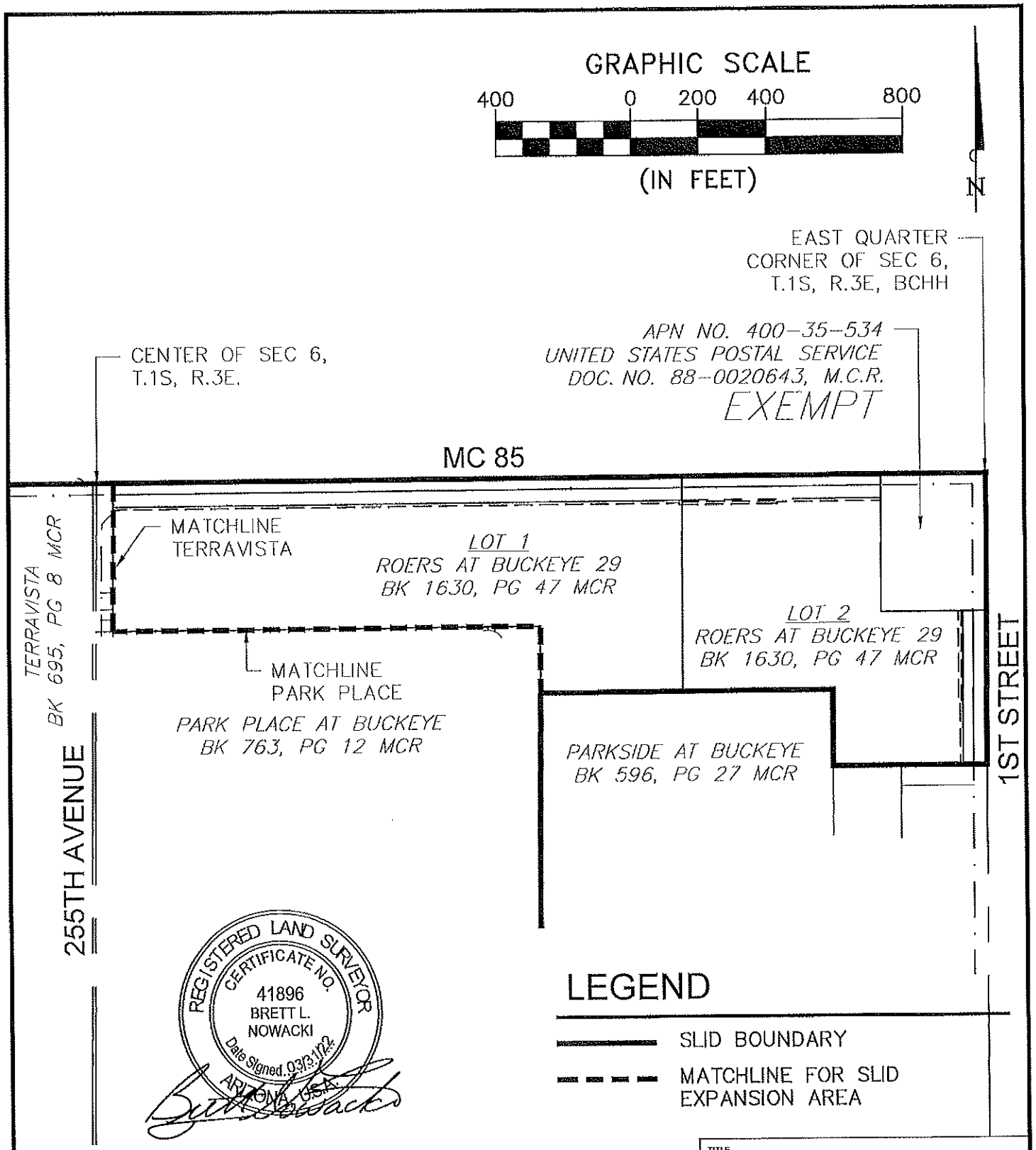


INFINITY ENGINEERING SERVICES, LTD.
P.O. BOX 88034
PHOENIX, AZ 85080
PHONE: (602) 670-8635

TITLE

EXHIBIT C
MAP FOR STREET LIGHT IMPROVEMENT DISTRICT NO. 2017-SLID-003
ROERS EXPANSION AREA

DATE 04/21/2022

beck

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 05/17/22	**AGENDA ITEM:** 6.J. Resolution No. 06-22 Approving SLID Tentative Budget FY 22/23
DATE PREPARED: 05/17/22	**DISTRICT NO.:** All
STAFF LIAISON: Scott Lowe, Public Works Director, SLowe@buckeyeaz.gov, (623) 349-6815	
DEPARTMENT: Public Works	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on Resolution No. 06-22 approving the Tentative Budgets for the following Street Lighting Improvement Districts for Fiscal Year 2022-2023, beginning July 1, 2022 and ending June 30, 2023; SLID No. 1, comprised of Sun City Festival Parcels A1 and B1; 2006-SLID-001, comprised of Vista De Montana Phases 1A, 1B, 2 and 3; 2006-SLID-002 comprised of Sundance Parcels 48 and 49A; 2006-SLID-003, comprised of Blue Horizons; 2006-SLID- 007, comprised of Festival Foothills Phase 1 and Phase 2 Units 25, 27, 29 and 31; 2006-SLID-008, comprised of Festival Foothills Phase 2; 2006-SLID-009, comprised of Crystal Vista; 2006-SLID-011, comprised of Sun City Festival Units C1 through H1, V1 and S1, and Q1; 2006-SLID-015, comprised of Riata West Unit 2; 2006-SLID-016, comprised of Sonoran Vista Units 1 and 2; 2006-SLID-017, comprised of Riata West Unit 1, Algodon; 2006-SLID-019, comprised of Sun City Festival Parcels K1, O1, M1, R1, A2, M2, U1, 4, 5, 6, A1 and Phase 3; 2007-SLID-001, comprised of Sundance Parcel 27; 2007-SLID-002, comprised of Sundance Parcel 25; 2007-SLID-003, comprised of Sundance Parcel 26; 2007-SLID-010, comprised of Watson Estates, Anderson Parc, and Desert Moon; 2007 -SLID-013, comprised of Sun City Festival Parcels I1 and P1; 2007-SLID-021, comprised of Sun City Festival Parcel J1; 2009-SLID-02A, comprised of Watson Marketplace; 2011- SLID-001, comprised of Sundance/Yuma Commercial; 2012 -SLID-002, comprised of Sienna Hills; 2013-SLID-001, comprised of Arroyo Seco North, Village 1, and Arroyo Seco South, Village 3; 2013-SLID-002, comprised of Sun City Festival Parcels L1, L1-2, HH1-1, HH1-2, HH1-3, HH1-4, HH1- 5, JJ and N1; 2015-SLID-001, comprised of Estrella Vista at Buckeye; 2017-SLID-003, comprised of Parkplace at Buckeye, Terravista Phase 1 and 2, Encantada Estates Phase 1; 2018-SLID-001, comprised of Canyon Views; 2019 -SLID-002, comprised of Westpark Phase II; 2020-SLID-001, comprised of Buckeye Parkway Center, and 2020-SLID-002, comprised of Coyote Ridge; setting a hearing date for the budgets and establishing the annual assessment.

RELEVANT GOALS:
GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

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

SUMMARY

PROJECT DESCRIPTION:
Street Lighting Improvement Districts (SLIDs) are established with the approval of the City Council. The Council serves as the Governing Board of the SLID and the City administers the operations of the

SLID which are for the purpose of operating and maintaining street lighting located with the SLID. By Arizona law, SLIDs cannot incur debt. The assessment is imposed on each property within the District and is collected through the Maricopa County property tax system. The projected amount for revenues and expenditures is $365,795.22

BENEFITS:
The establishment and operation of SLIDs contributes to community safety by ensuring that streets are well lighted and that power supplied by the electric utility is paid for by the residents benefitting from the streetlighting adjacent to their home and neighborhood.

FUTURE ACTION:
Council action to adopt final budget scheduled for June 7, 2022. Council action to establish annual assessment scheduled for June 21, 2022.

FINANCIAL IMPACT STATEMENT:
Revenues will come from property tax proceeds semi-annually.

CURRENT FISCAL YEAR TOTAL COST:
NA

BUDGETED:
Yes

FISCAL YEAR:
2022/2023

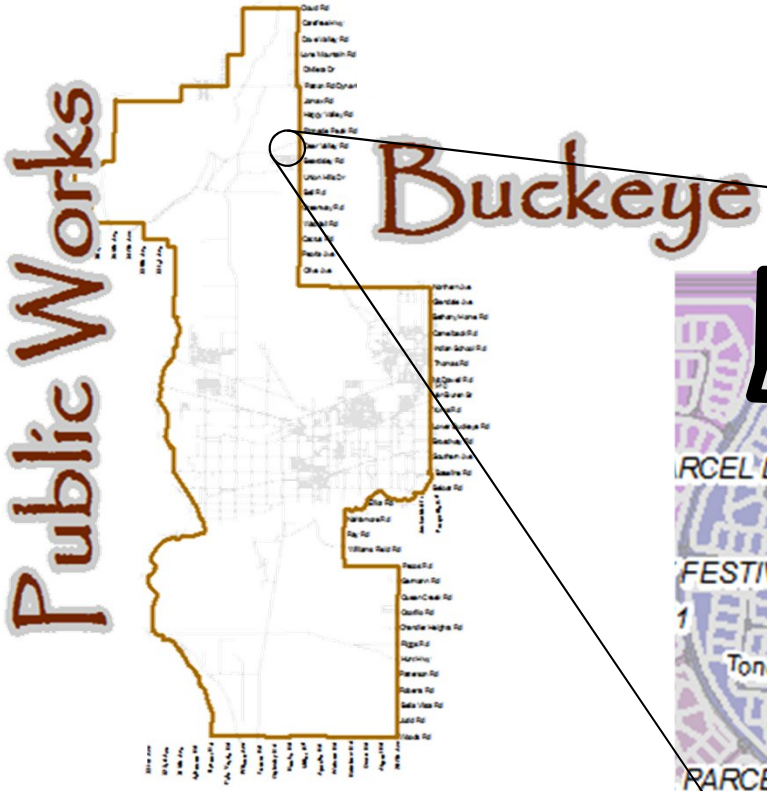
FUND/DEPARTMENT:
SLIDs

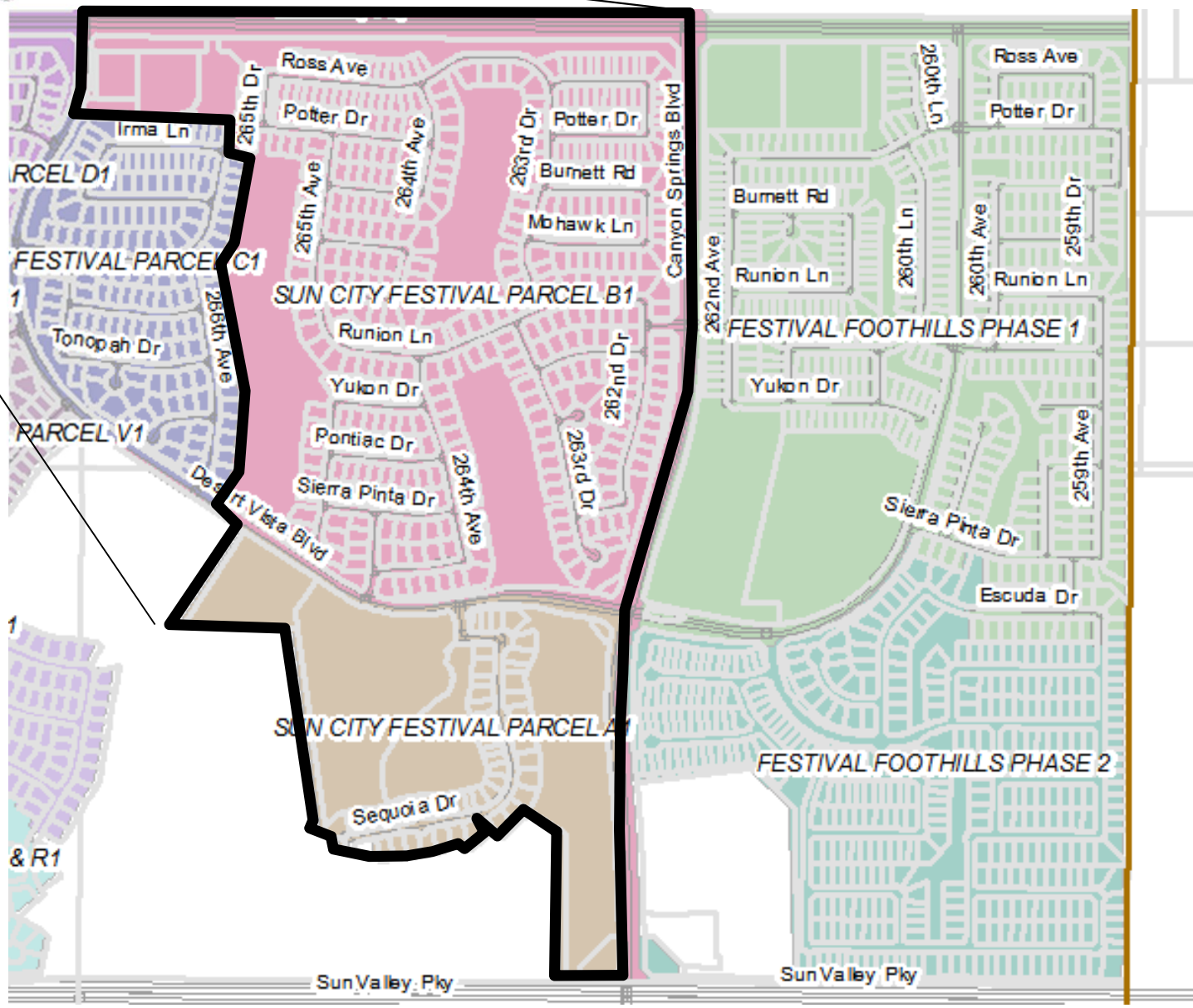
Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
SLID Location Maps 2022.pptx
RES 06-22 Approving SLID Tentative Budget FY 2022 23 5.09.2022.pdf

SLID No. 1

Sun City Festival Parcels A1 B1

District 4

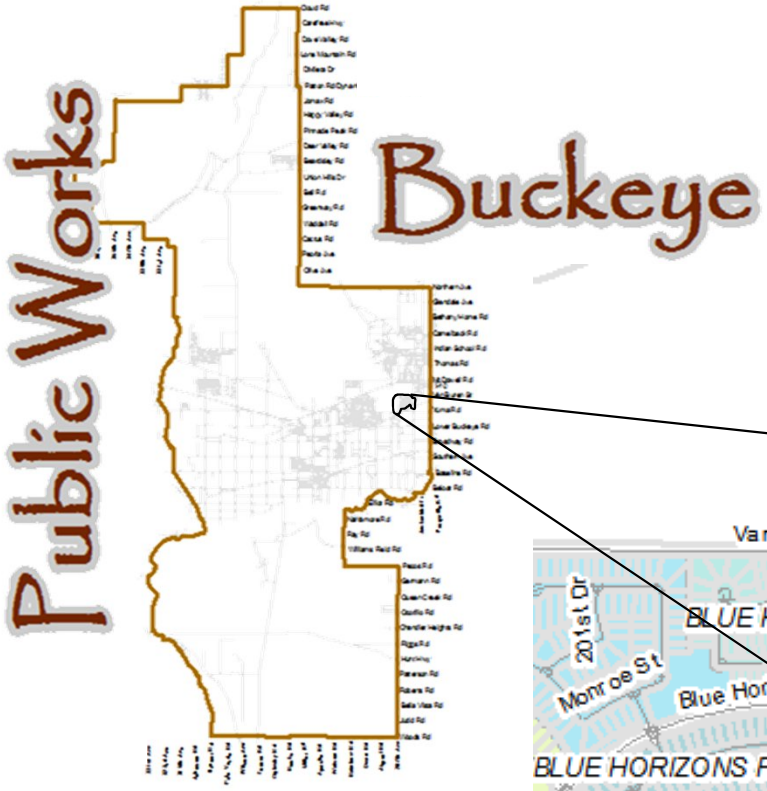


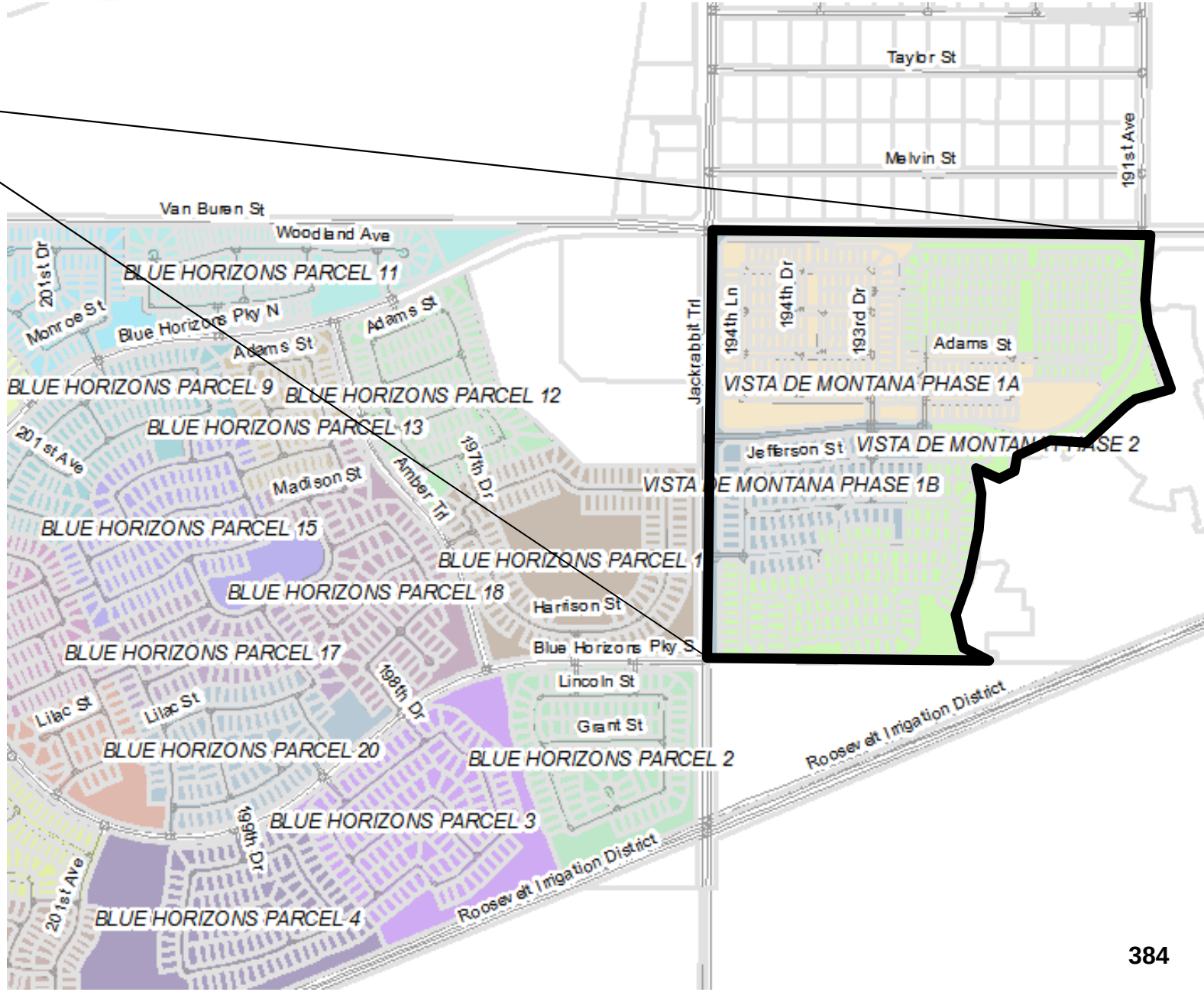


FY 2022-23
$30,364.80
450 parcels
$67.48/parcel/yr

BUCKEYE, AZ

2006-SLID-001
Vista De Montana Phases 1A, 1B, 2 & 3
District 6



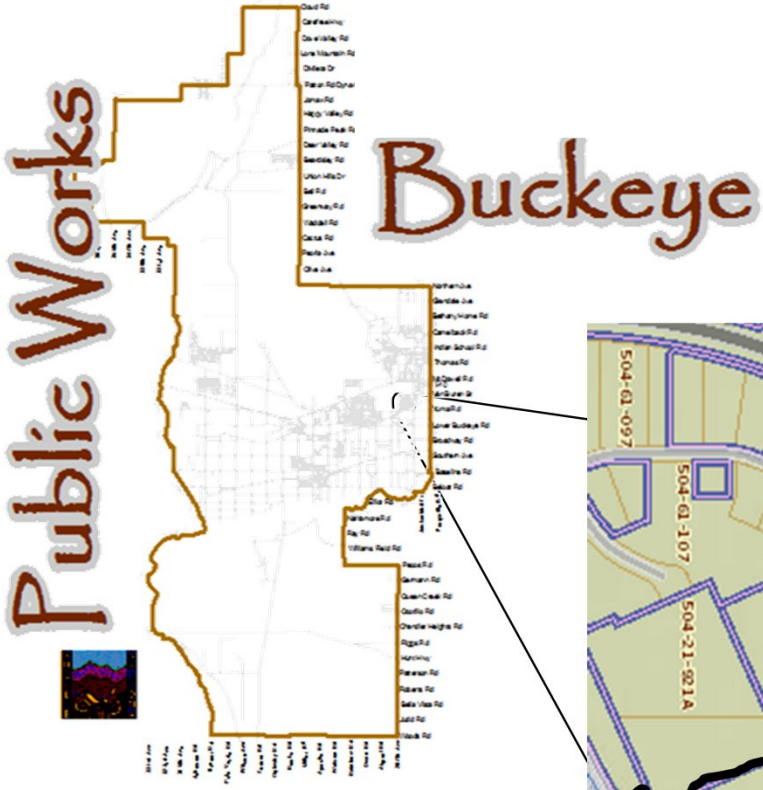


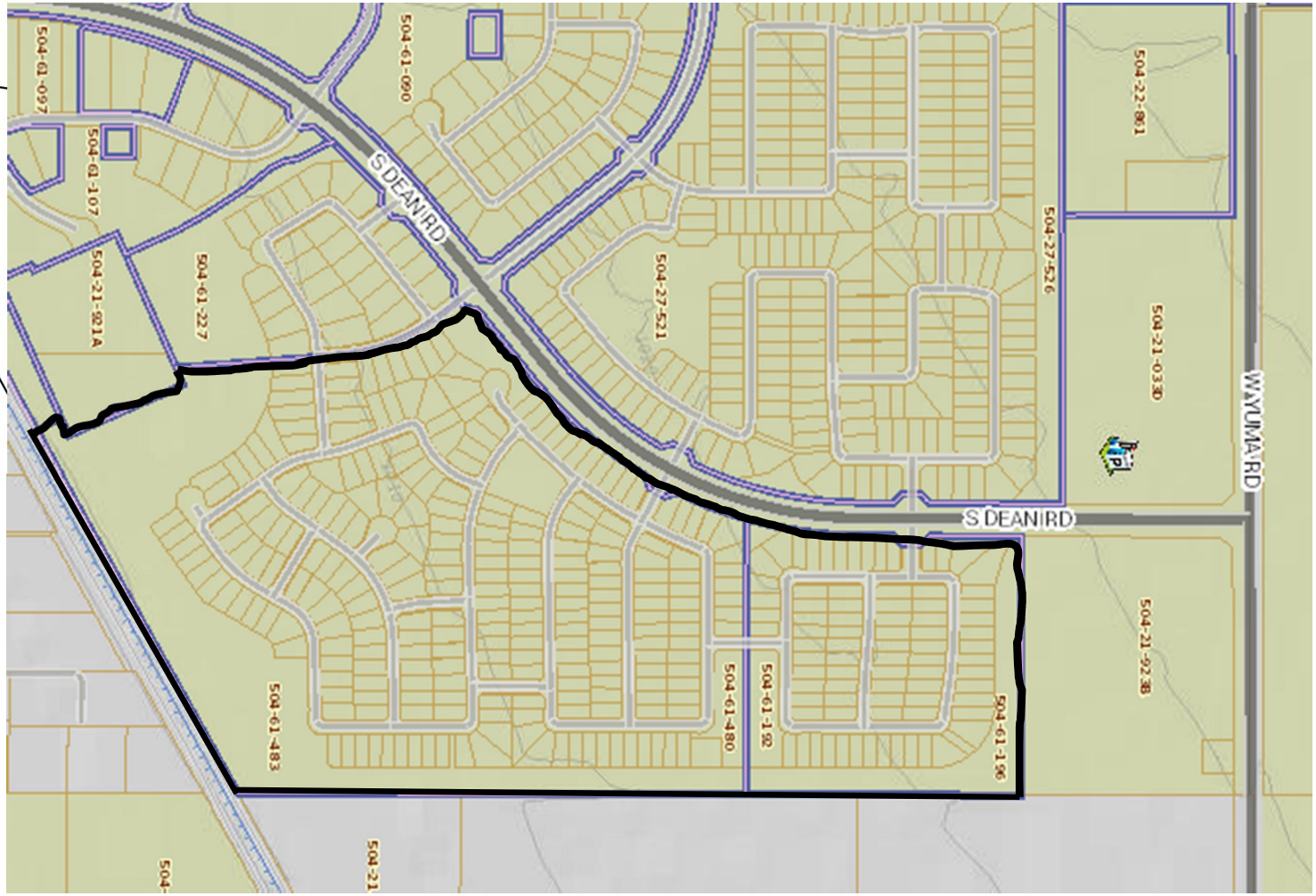
FY 2022-23
$26,055.48
1091 parcels
$23.88/parcel/yr

BUCKEYE, AZ

2006- SLID-002

Sundance Parcels 48 & 49A





FY 2022-23
$4,372.92
329 Parcels
$13.29 /parcel/yr

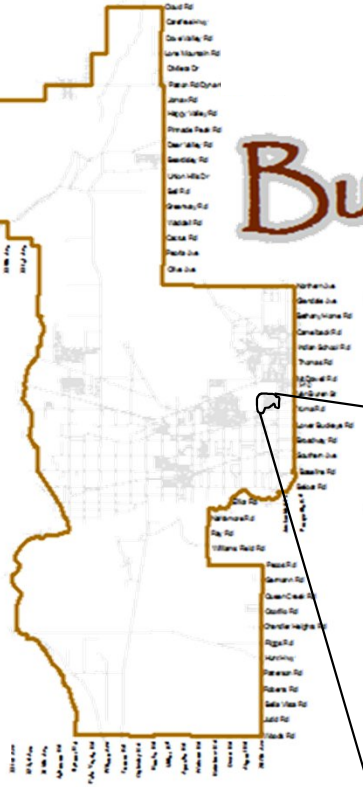
BUCKEYE, AZ

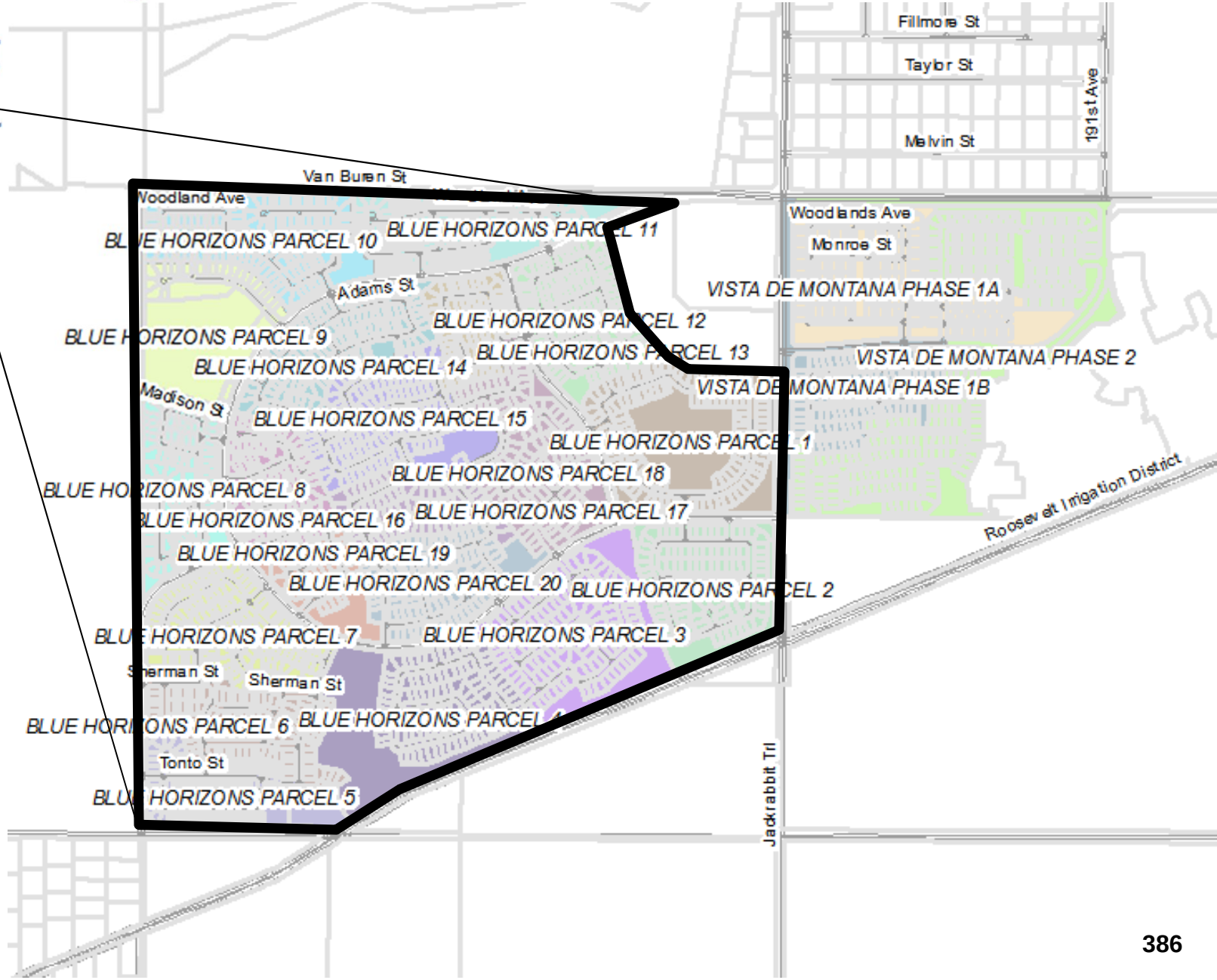
2006- SLID-003

Blue Horizons
District 6

Public Works

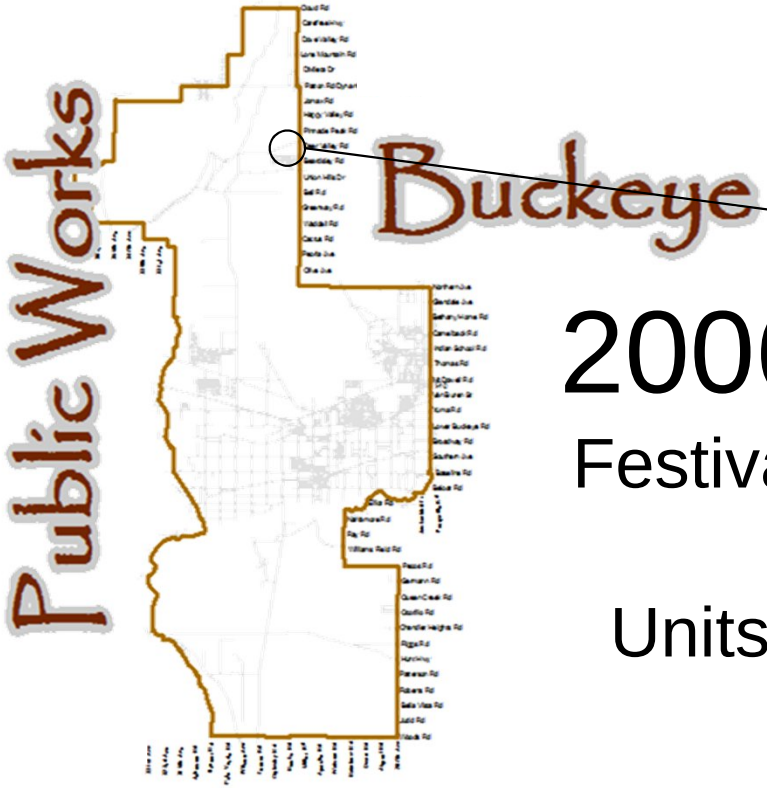
Buckeye





FY 2022-23
$42,055.56
1896 parcels
$22.18/parcel/yr

BUCKEYE, AZ

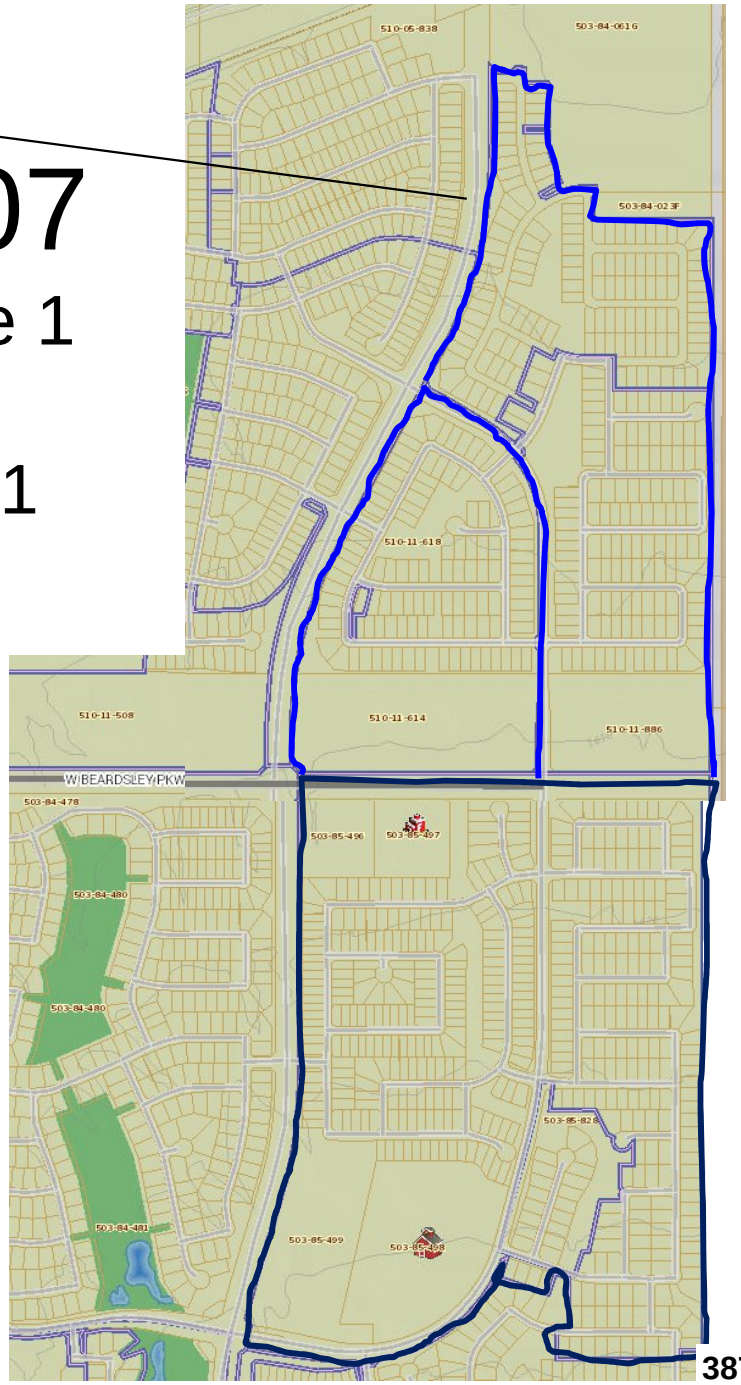


2006- SLID-007

Festival Foothills Phase 1 and Phase 2

Units 25, 27, 29 and 31

District 4

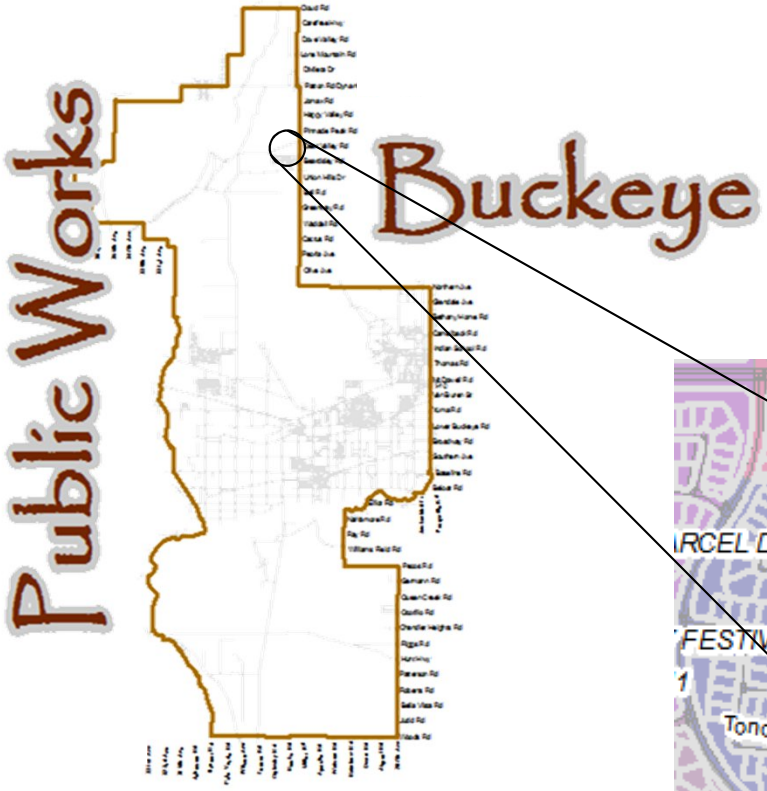


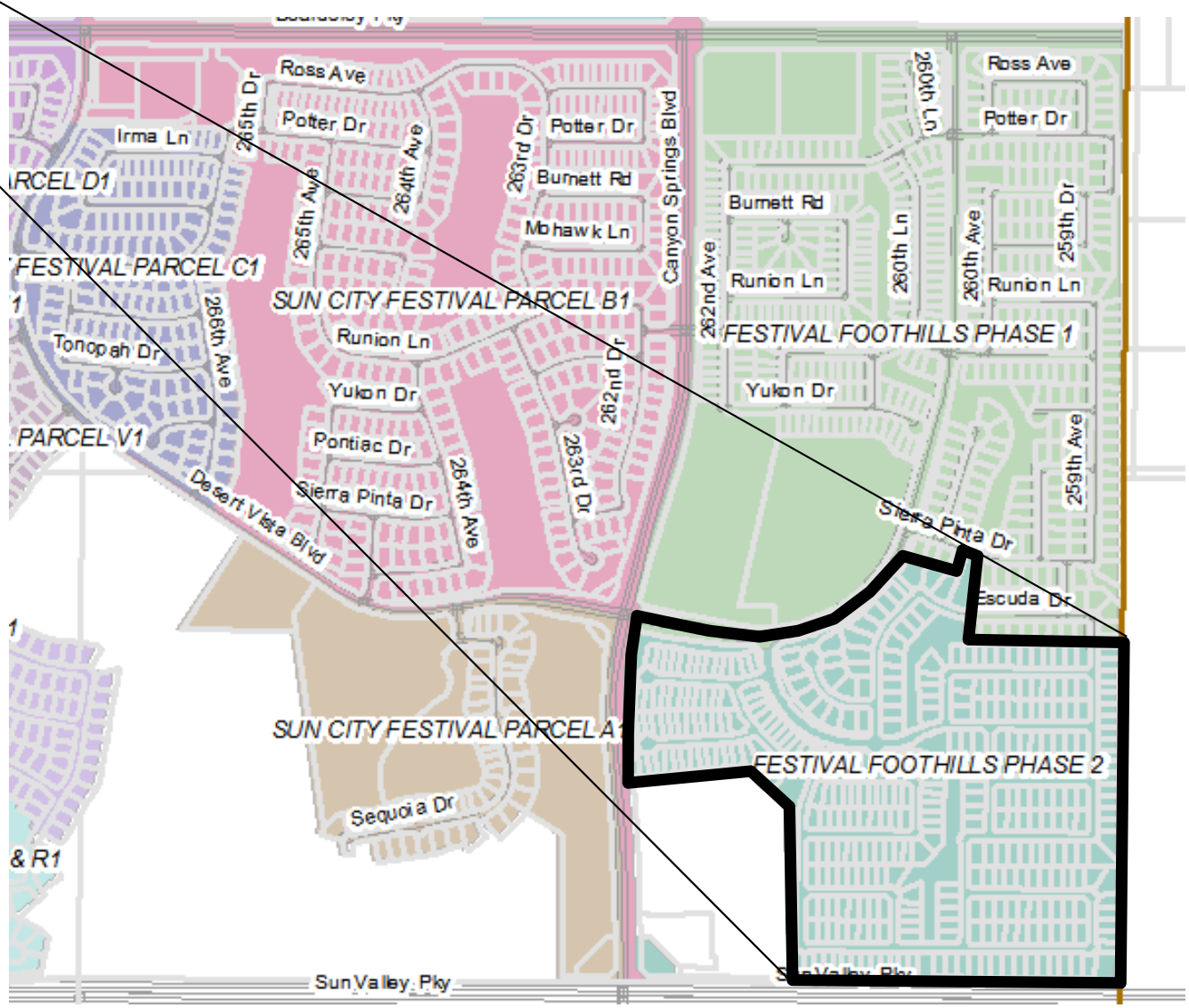
FY 2022-23
$24,961.20
927 parcels
$26.93/parcel/yr

BUCKEYE, AZ

2006-SLID-008

Festival Foothills Phase 2
District 4



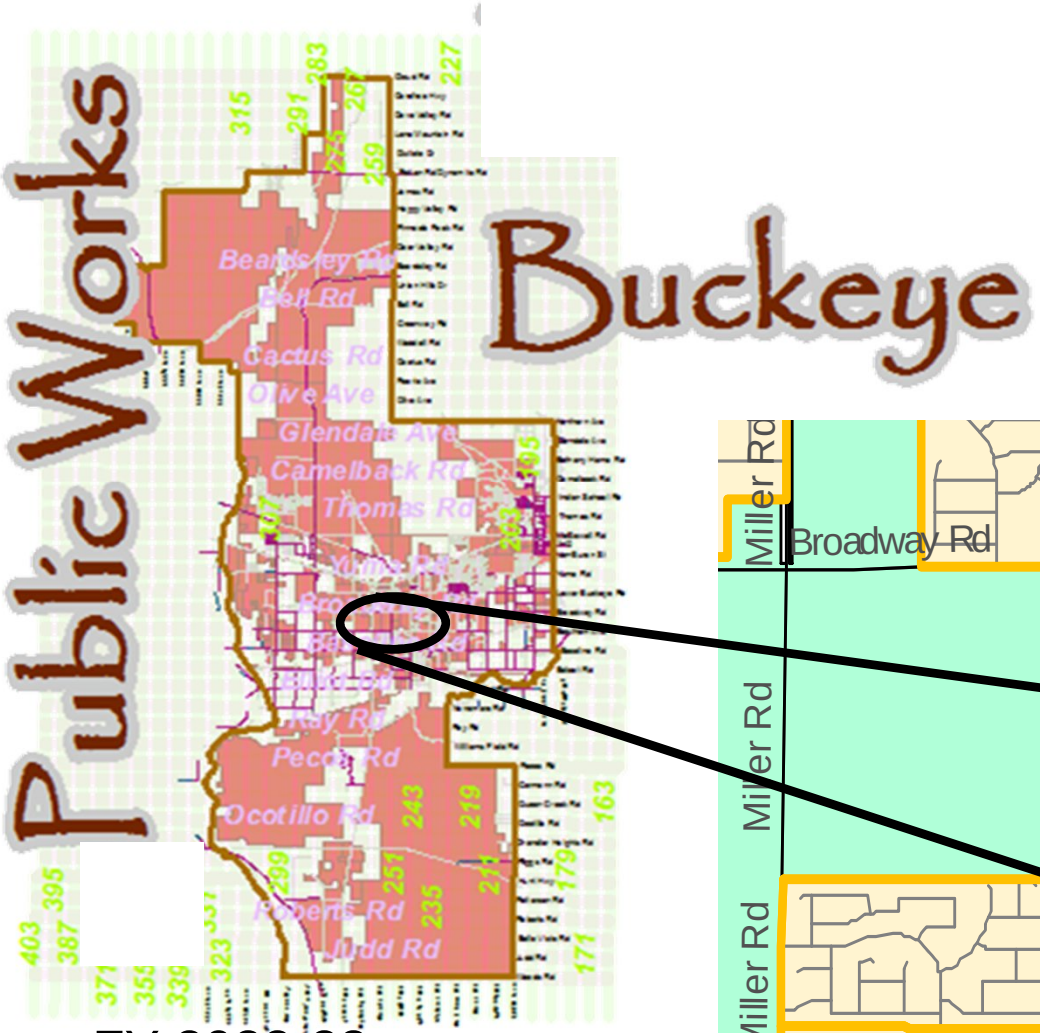


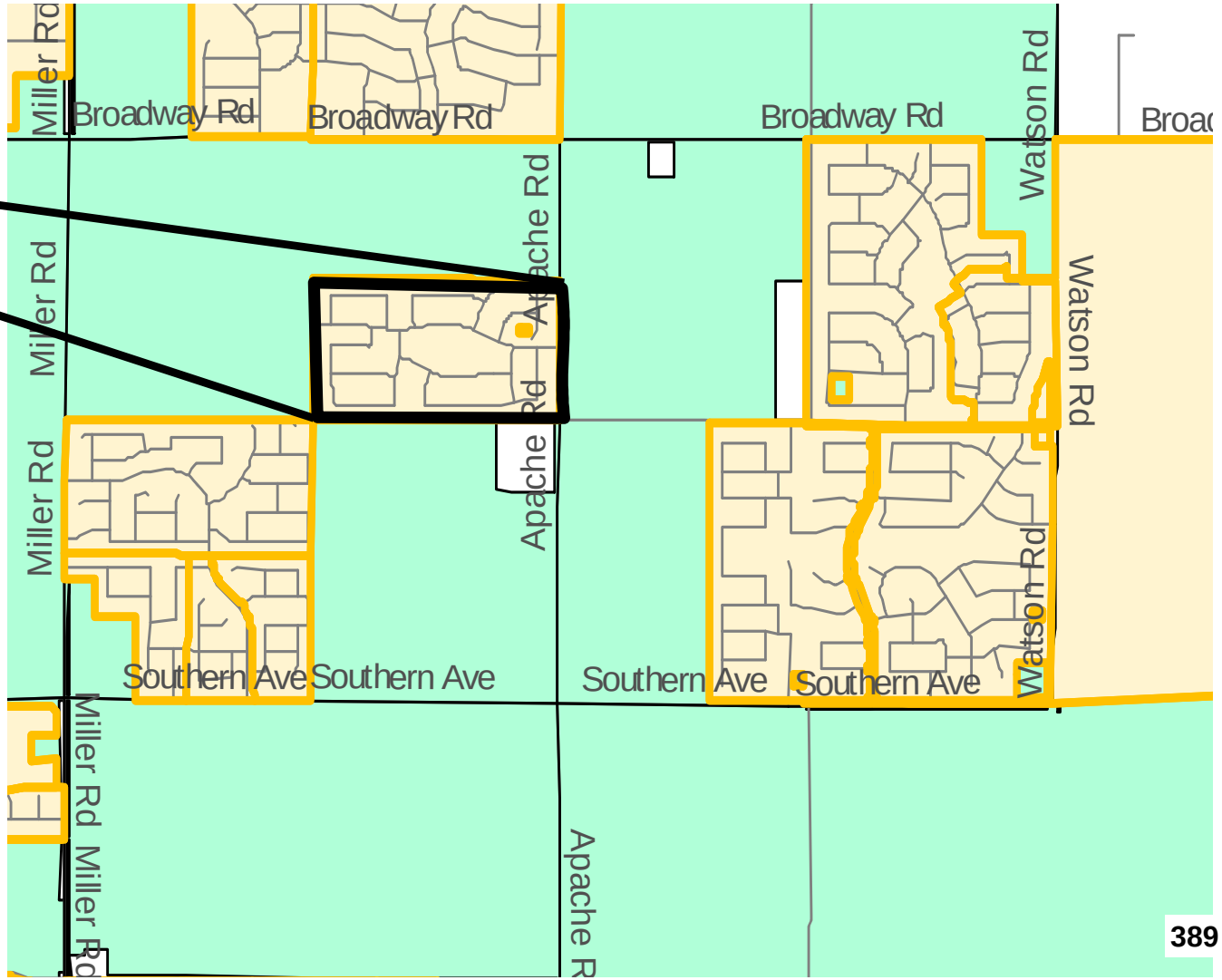
FY 2022-23
$7,886.52
355 parcels
$22.22/parcel/yr

BUCKEYE, AZ

2006-SLID-009

Crystal Vista
District 3





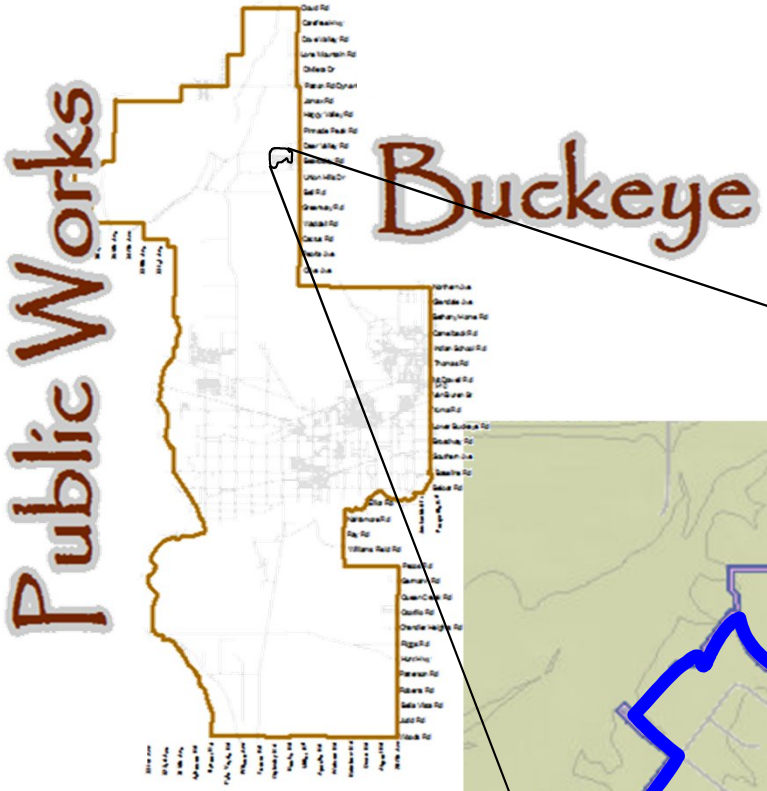
FY 2022-23
$7,967.76
311 parcels
$25.62/parcel/yr

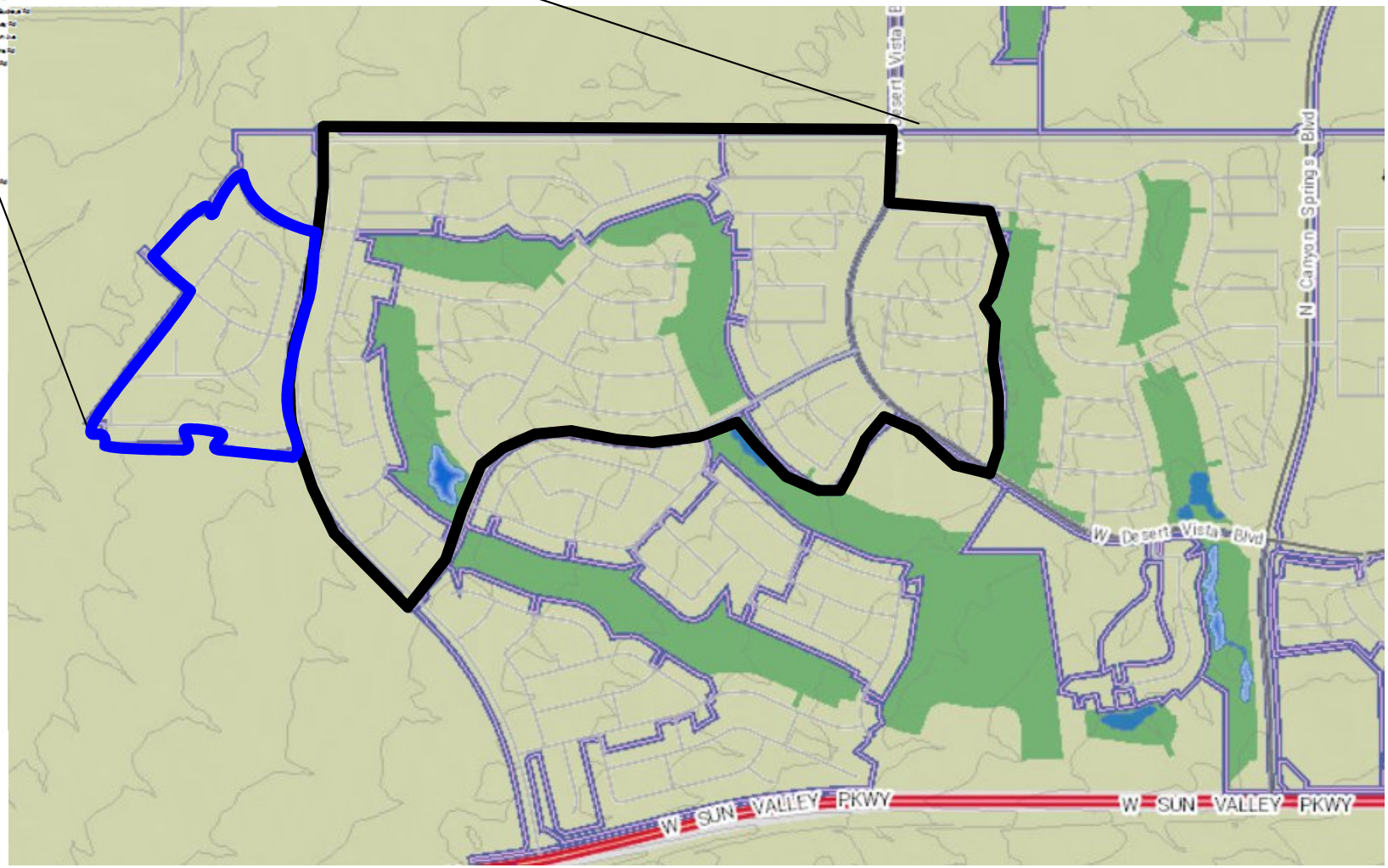
BUCKEYE, AZ

2006-SLID-011

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

District 4



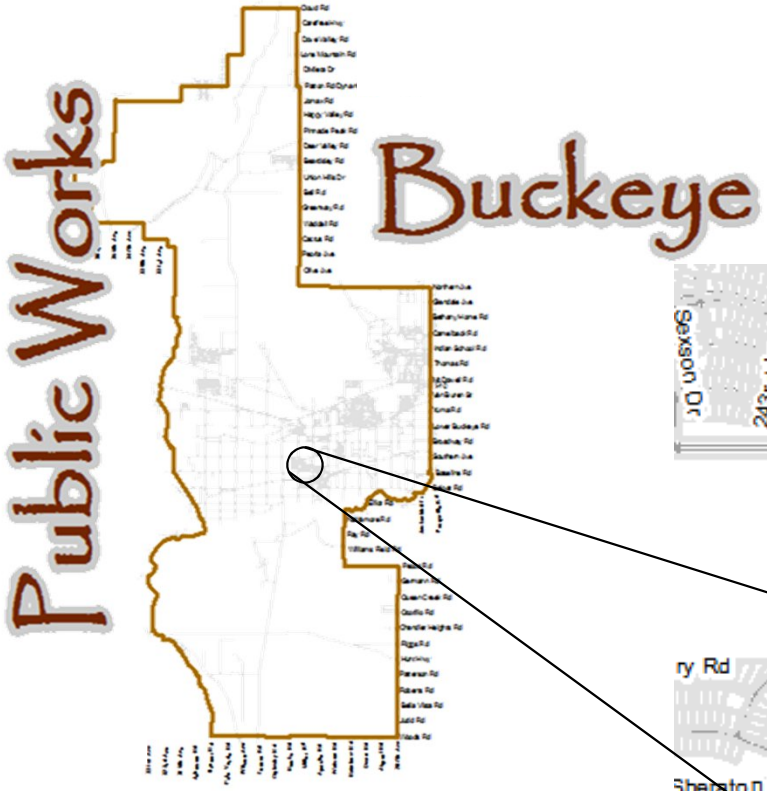


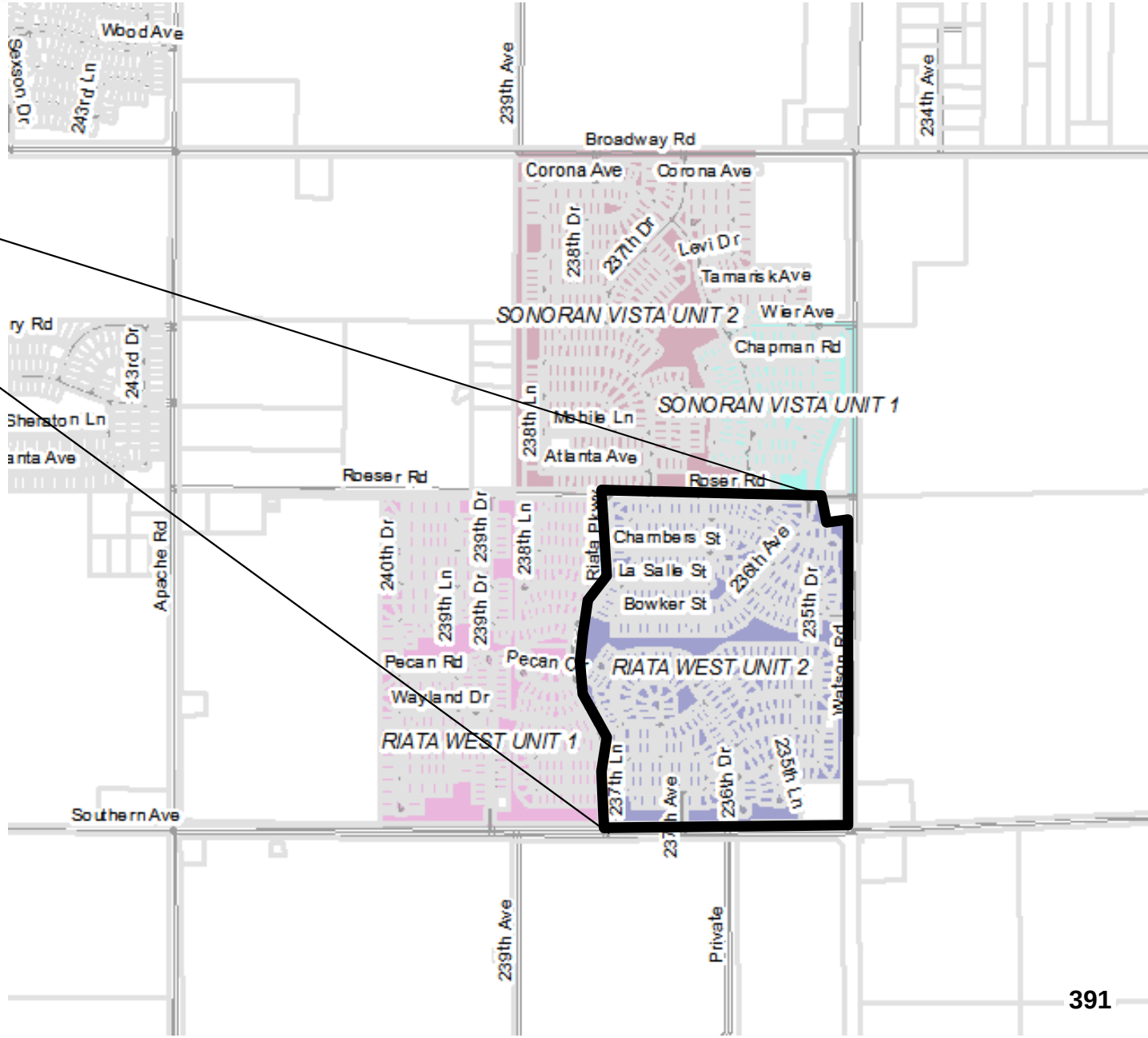
FY 2022-23
$34,414.44
1207 parcels
$28.51/parcel/yr

BUCKEYE, AZ

2006-SLID-015

Riata West Unit 2
District 3



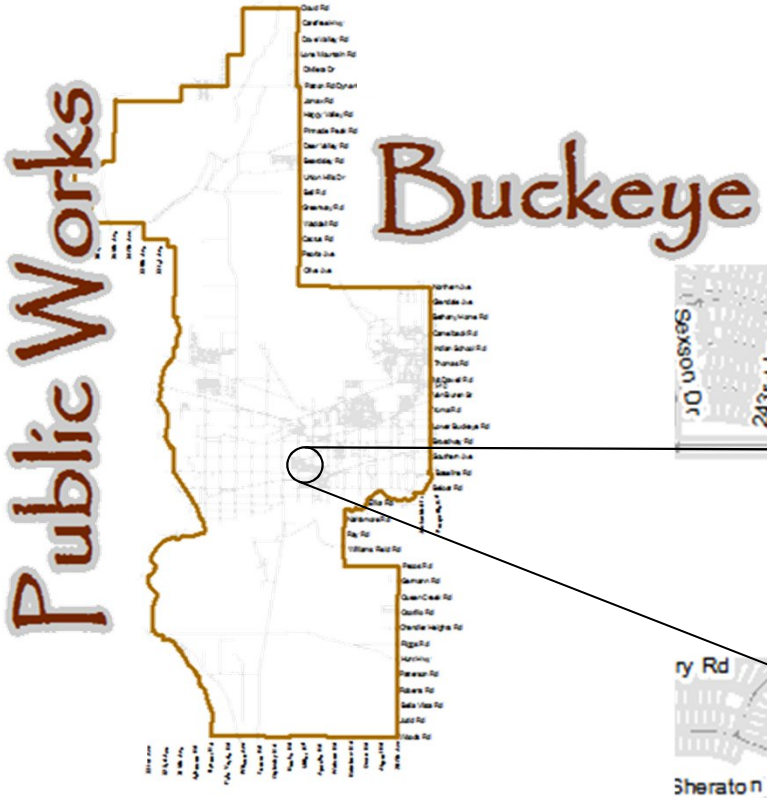


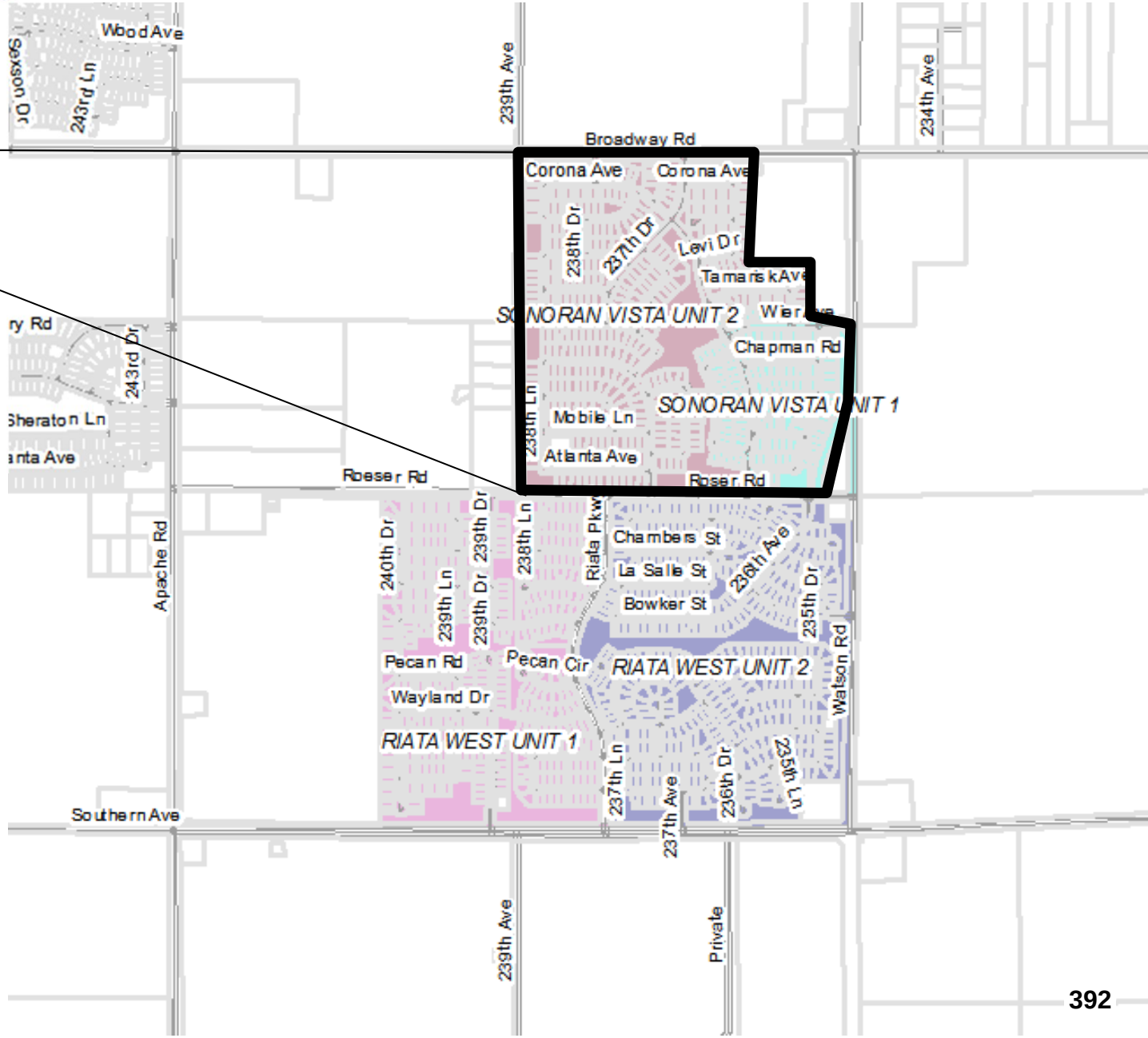
FY 2022-23
$13,603.44
453 parcels
$30.03/parcel/yr

BUCKEYE, AZ

2006-SLID-016

Sonoran Vista Units 1 & 2
District 3



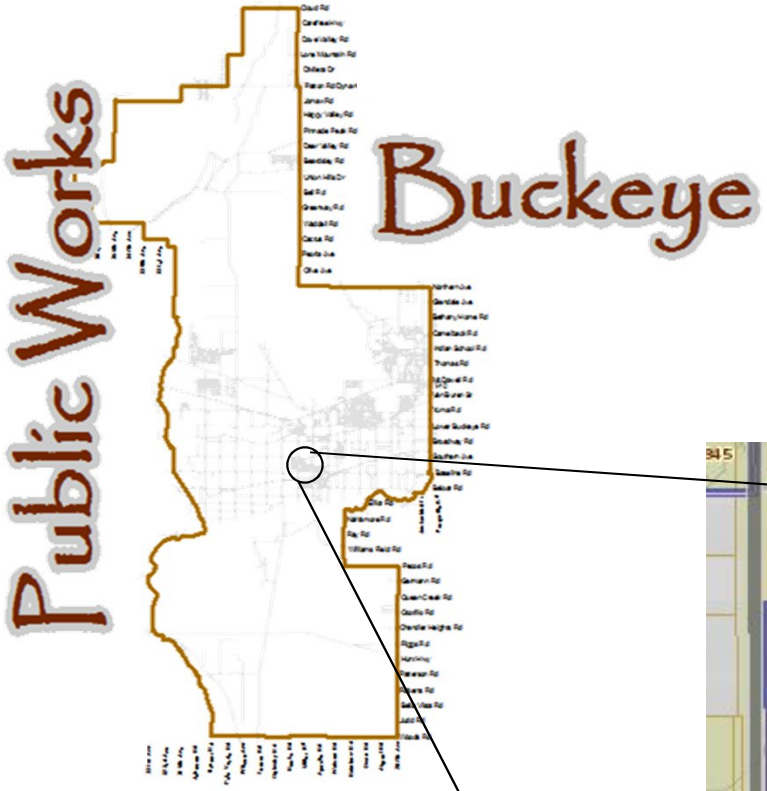


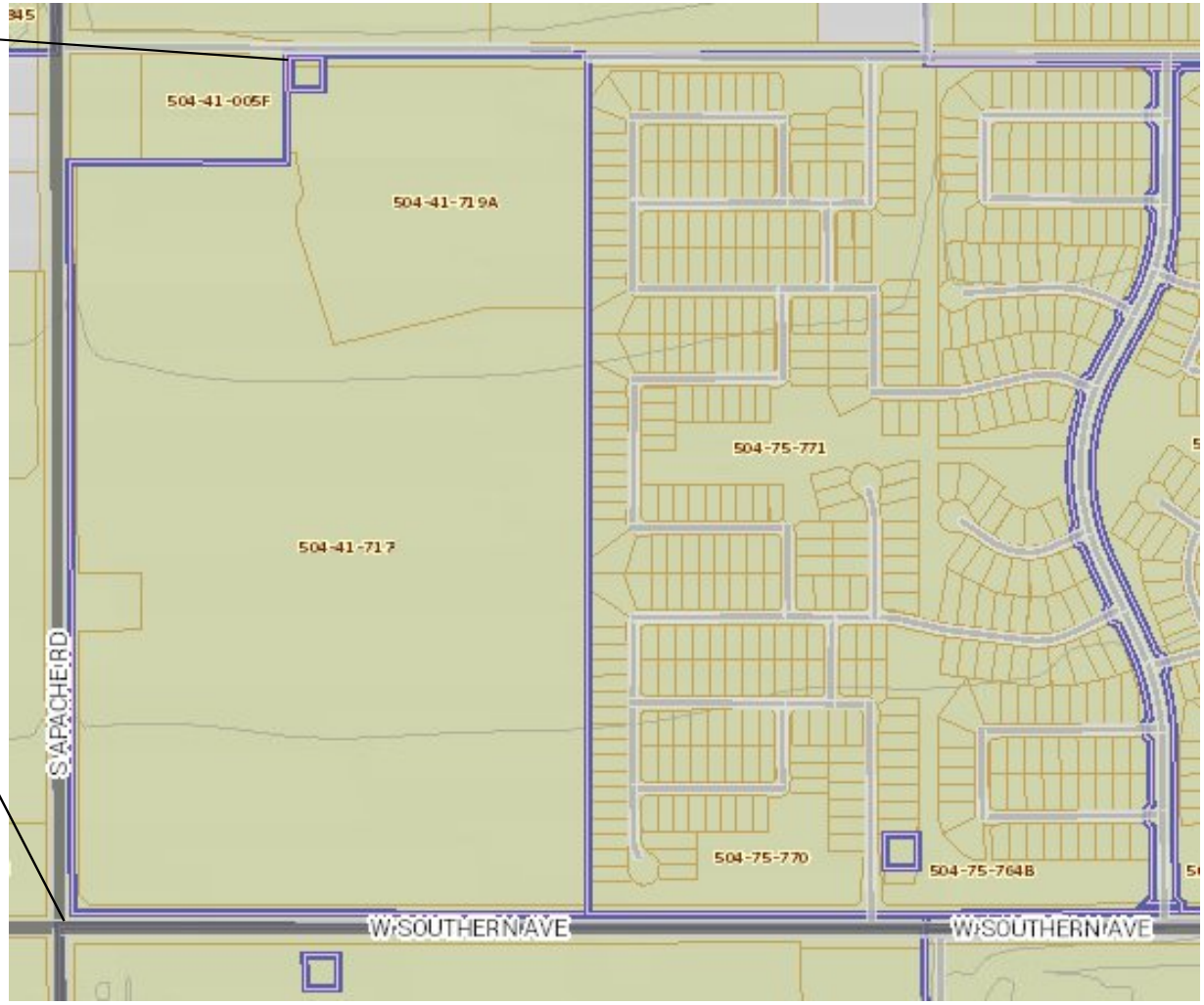
FY 2022-23
$15,391.20
537 parcels
$28.66/parcel/yr

BUCKEYE, AZ

2006- SLID-017

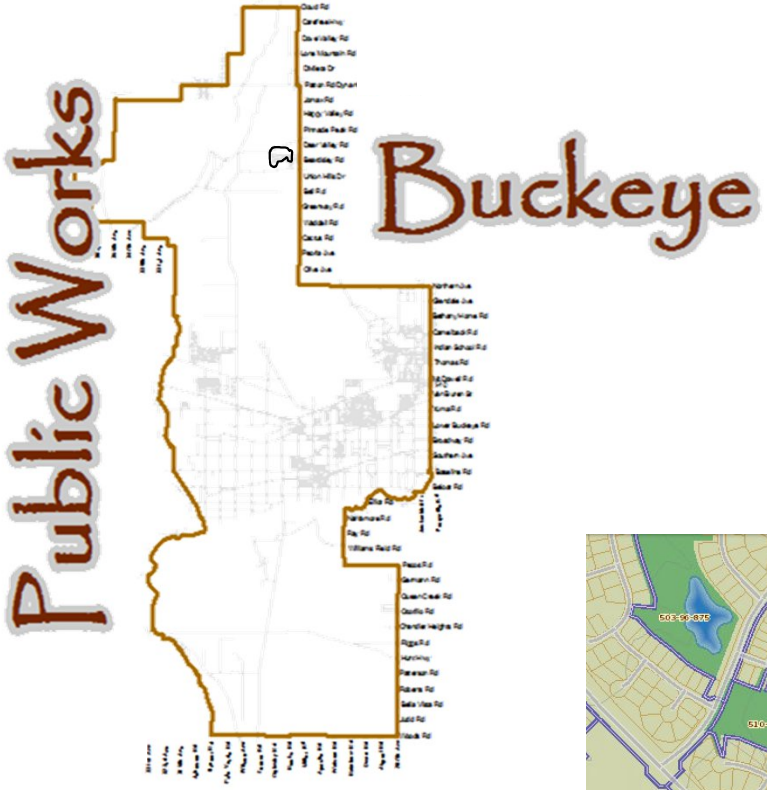
Riata West Unit 1, Algodon
Districts 1 & 3





FY 2022-23
$10,115.52
437 parcels
$23.15/parcel/yr

BUCKEYE, AZ



2006-SLID-019

Sun City Festival Parcels K1, O1, M1, R1, A2, M2, U1,4,5,6,A1, & Phase 3

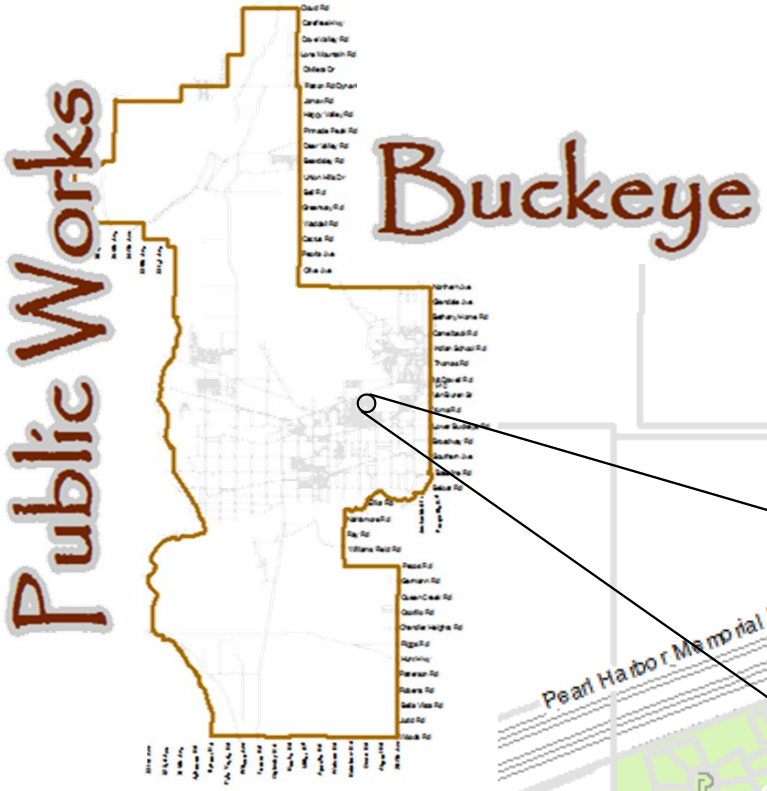
District 4

FY 2022-23
$28,723.92
1479 parcels
$19.42/parcel/yr

BUCKEYE, AZ

2007-SLID-001

Sundance Parcel 27
District 5



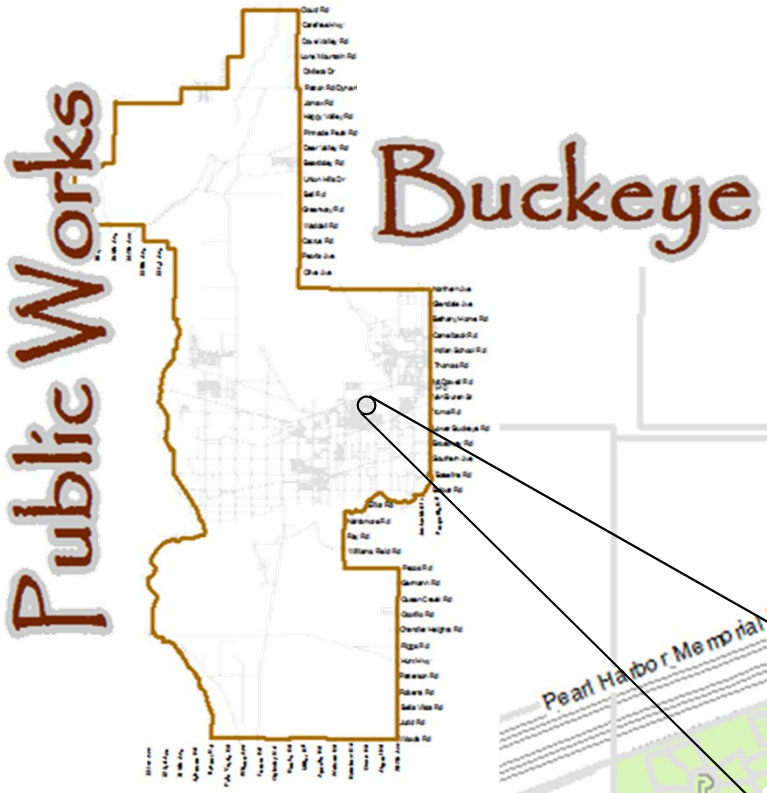
FY 2022-23
$3,891.60
162 parcels
$24.02/parcel/yr

BUCKEYE, AZ

Pearl Harbor Memorial Hwy
Woodlands Ave
Adams Dr
Mesquite Dr
SUNDANCE PARCEL 16
SUNDANCE PARCEL 17
Solano Dr
Gardenia Dr
La Pasado Blvd
SUNDANCE PARCEL 15
SUNDANCE COVE
Sundance Pky N
La Pasada Blvd
Morning Glory St
SUNDANCE PARCEL 27
SUNDANCE PARCEL 26
Harrison St
Moonlight Path
SUNDANCE PARCEL 14
SUNDANCE PARCEL 13
Moonlight Pass
SUNDANCE PARCEL 25
Twilight Trl
SUNDANCE PARCEL 28B
SUNDANCE PARCEL 23B
SUNDANCE PARCEL 28A
224th Ln
225th Dr
227th Dr
228th Ln
228th Ave
229th Dr
229th Ave
229th Ln
230th Dr
226th Ln
225th Ln
225th Ave
224th Dr
224th Ave
223rd Dr
231st Dr
232nd Ave
230th Ave
228th Dr
226th Dr

2007-SLID-002

Sundance Parcel 25
District 5



FY 2022-23
$2,439.12
112 parcels
$21.78/parcel/yr

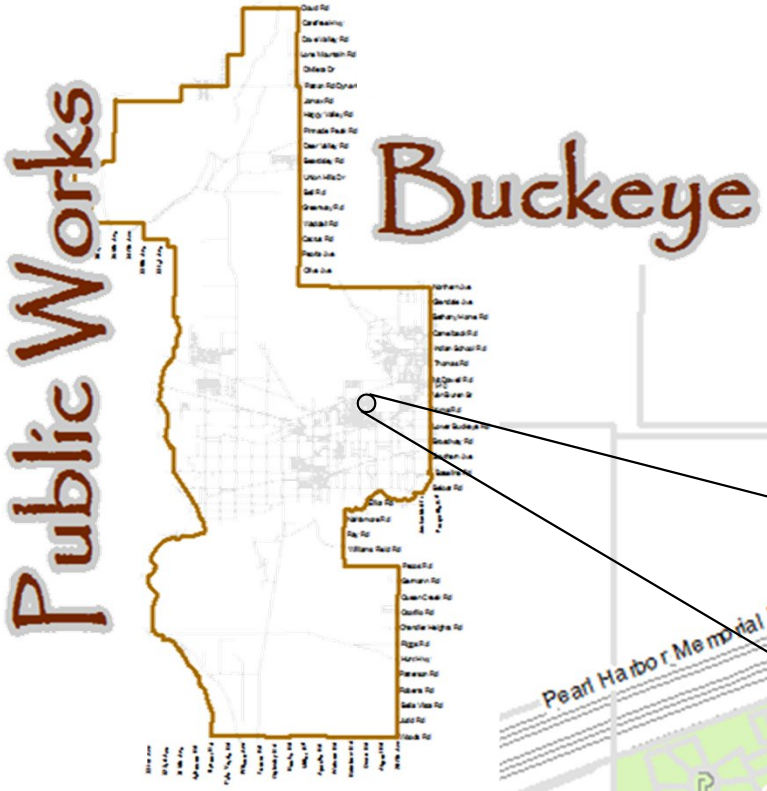
BUCKEYE, AZ

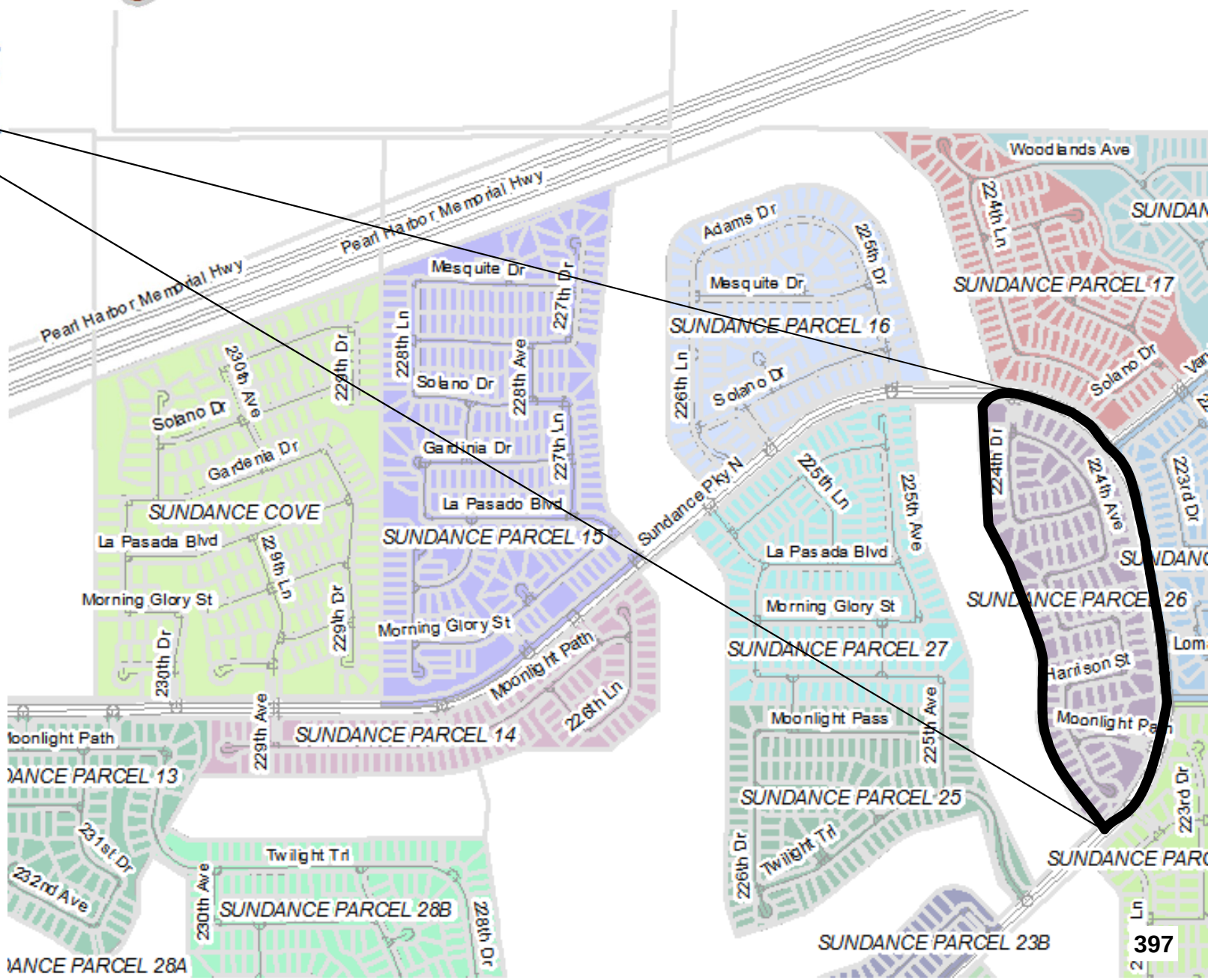
Pearl Harbor Memorial Hwy
Woodlands Ave
Adams Dr
Mesquite Dr
SUNDANCE PARCEL 16
SUNDANCE PARCEL 17
Solano Dr
Gardinia Dr
La Pasado Blvd
SUNDANCE PARCEL 15
SUNDANCE COVE
Morning Glory St
Sundance Pky N
SUNDANCE PARCEL 26
SUNDANCE PARCEL 27
Harrison St
Moonlight Path
Moonlight Pass
SUNDANCE PARCEL 14
SUNDANCE PARCEL 13
SUNDANCE PARCEL 25
Twilight Trl
SUNDANCE PARCEL 28B
SUNDANCE PARCEL 23B
SUNDANCE PARCEL 28A
224th Ln
225th Dr
226th Ln
227th Dr
228th Ln
228th Ave
229th Dr
230th Ave
229th Ln
225th Ln
225th Ave
224th Dr
224th Ave
223rd Dr
230th Dr
226th Ln
229th Ave
231st Dr
232nd Ave
230th Ave
228th Dr

2007-SLID-003

Sundance Parcel 26

District 5



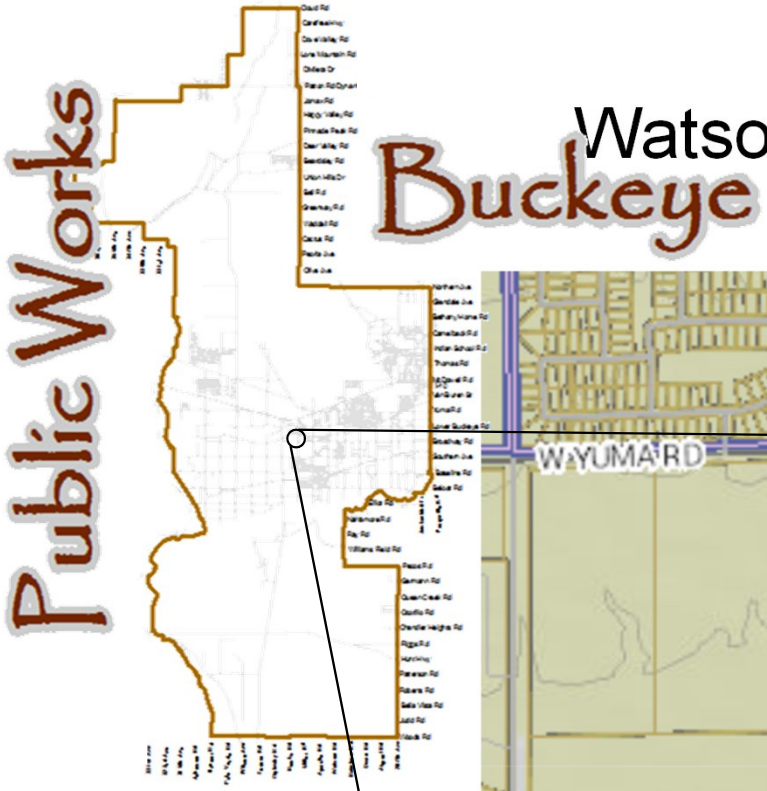


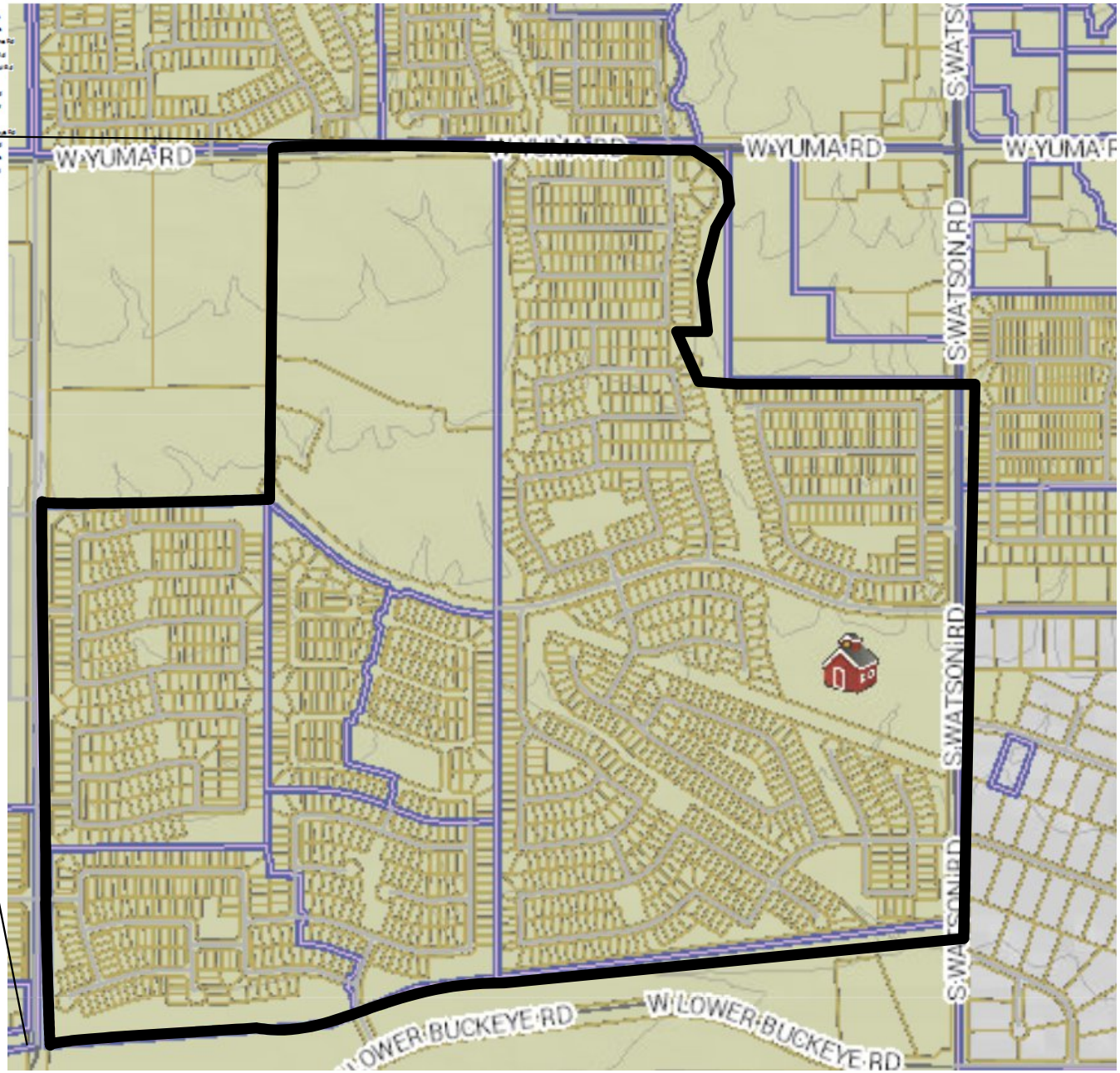
FY 2022-23
$3,880.44
111 parcels
$34.96/parcel/yr

BUCKEYE, AZ

2007-SLID-010

Watson Estates, Anderson Parc, & Desert Moon
District 4



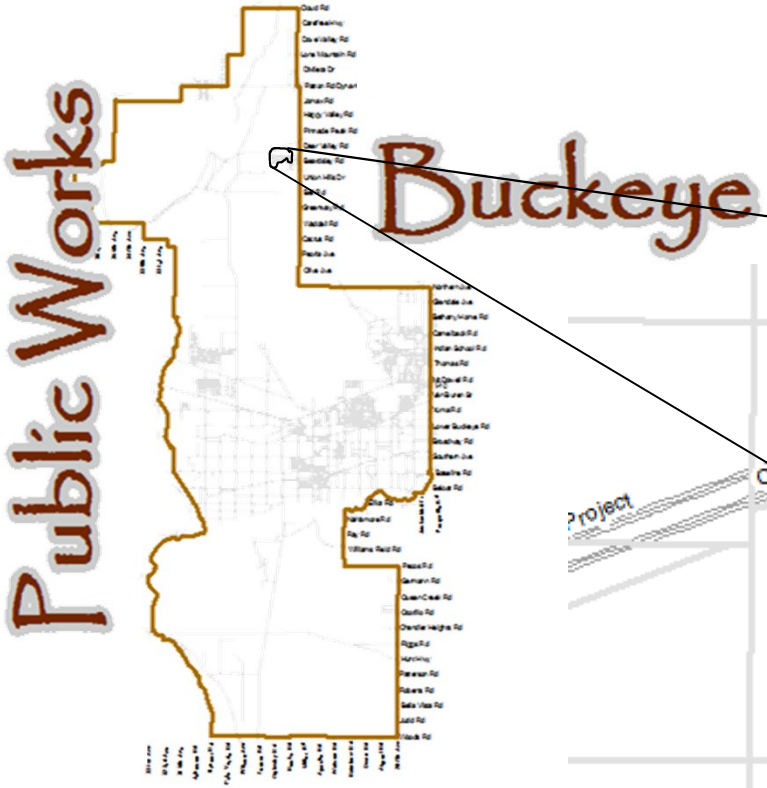


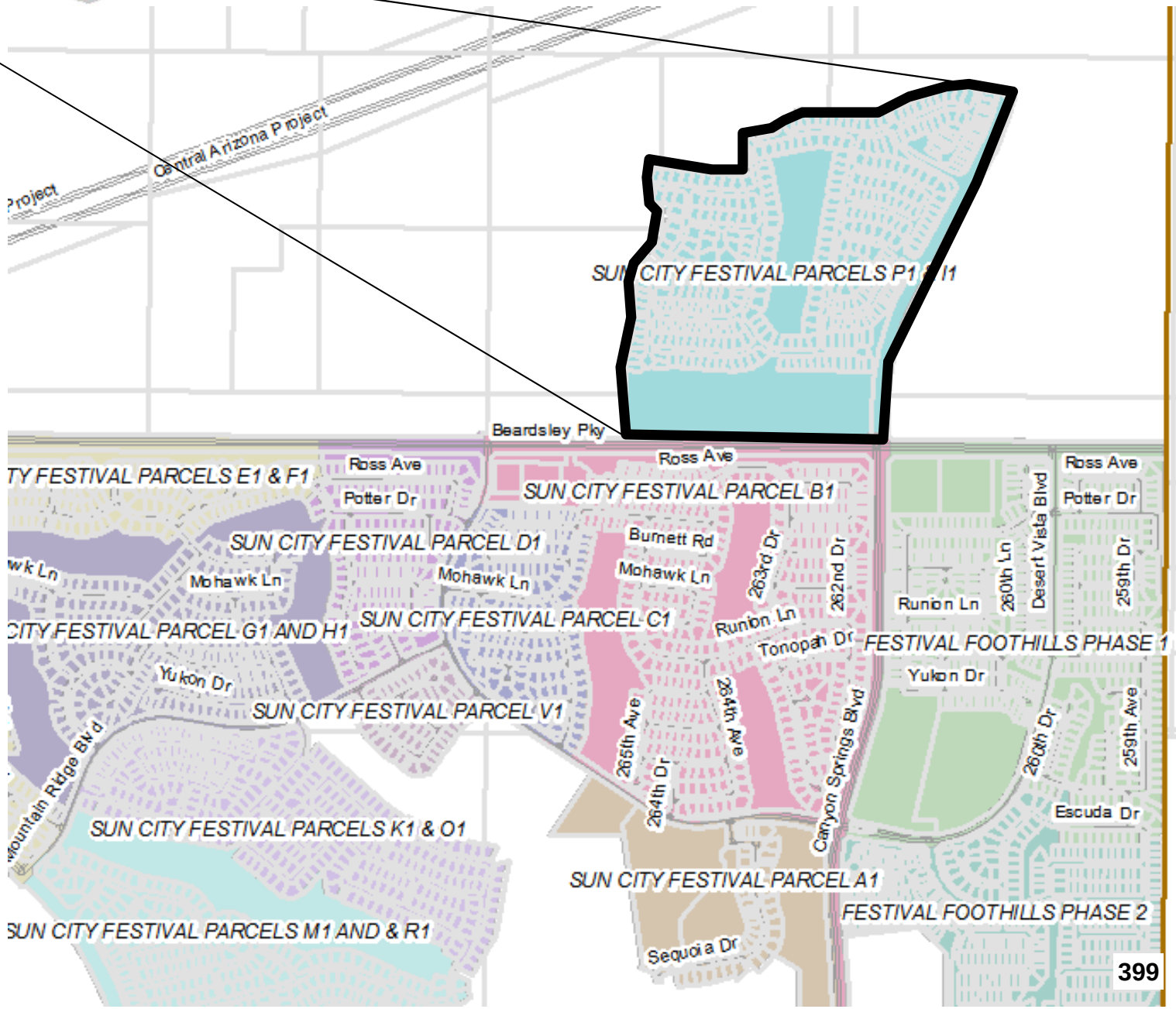
FY 2022-23
$8,536.92
868 parcels
$9.84/parcel/yr

BUCKEYE, AZ

2007-SLID-013

Sun City Festival Parcels I1 & P1
District 4



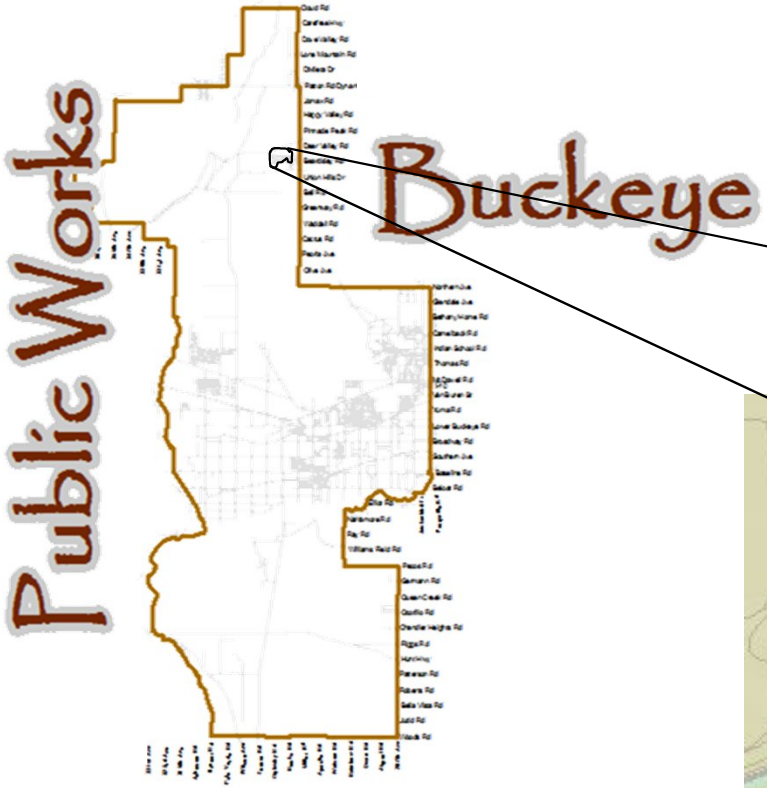


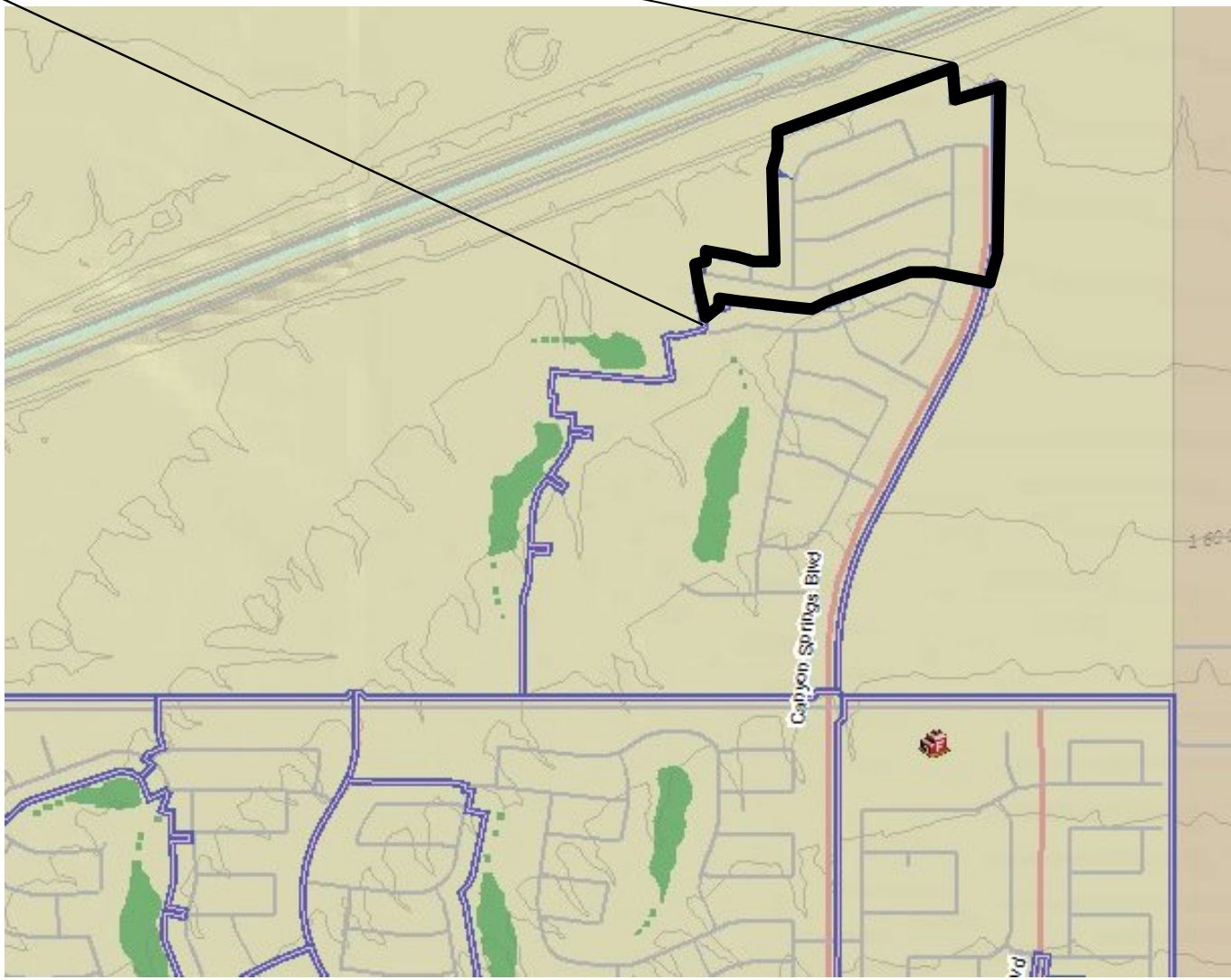
FY 2022-23
$6,110.16
322 parcels
$18.98/parcel/yr

BUCKEYE, AZ

2007-SLID-021

Sun City Festival Parcel J1
District 4



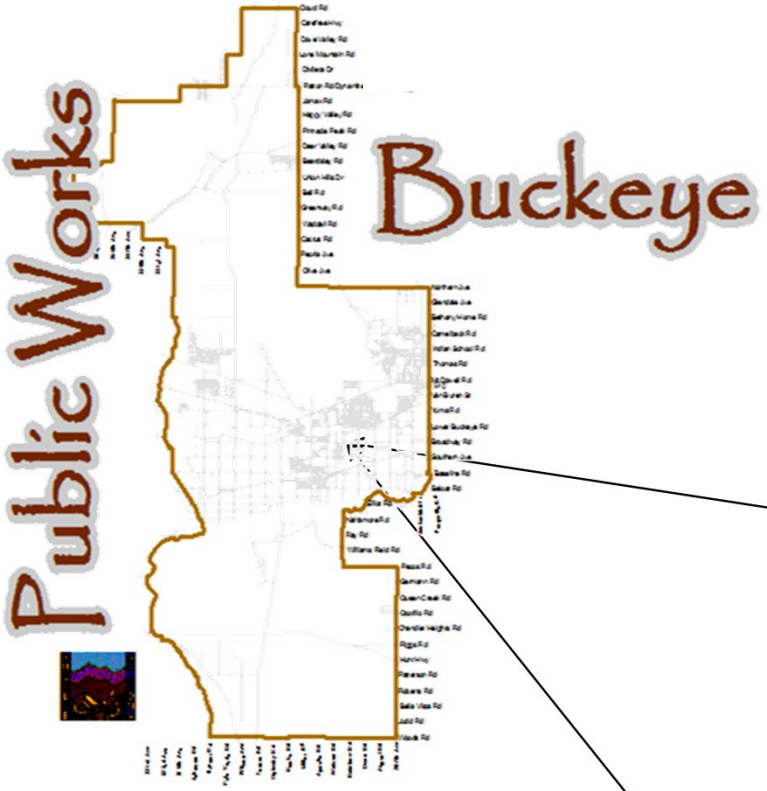


FY 2022-23
$4,495.68
176 parcels
$25.54/parcel/yr

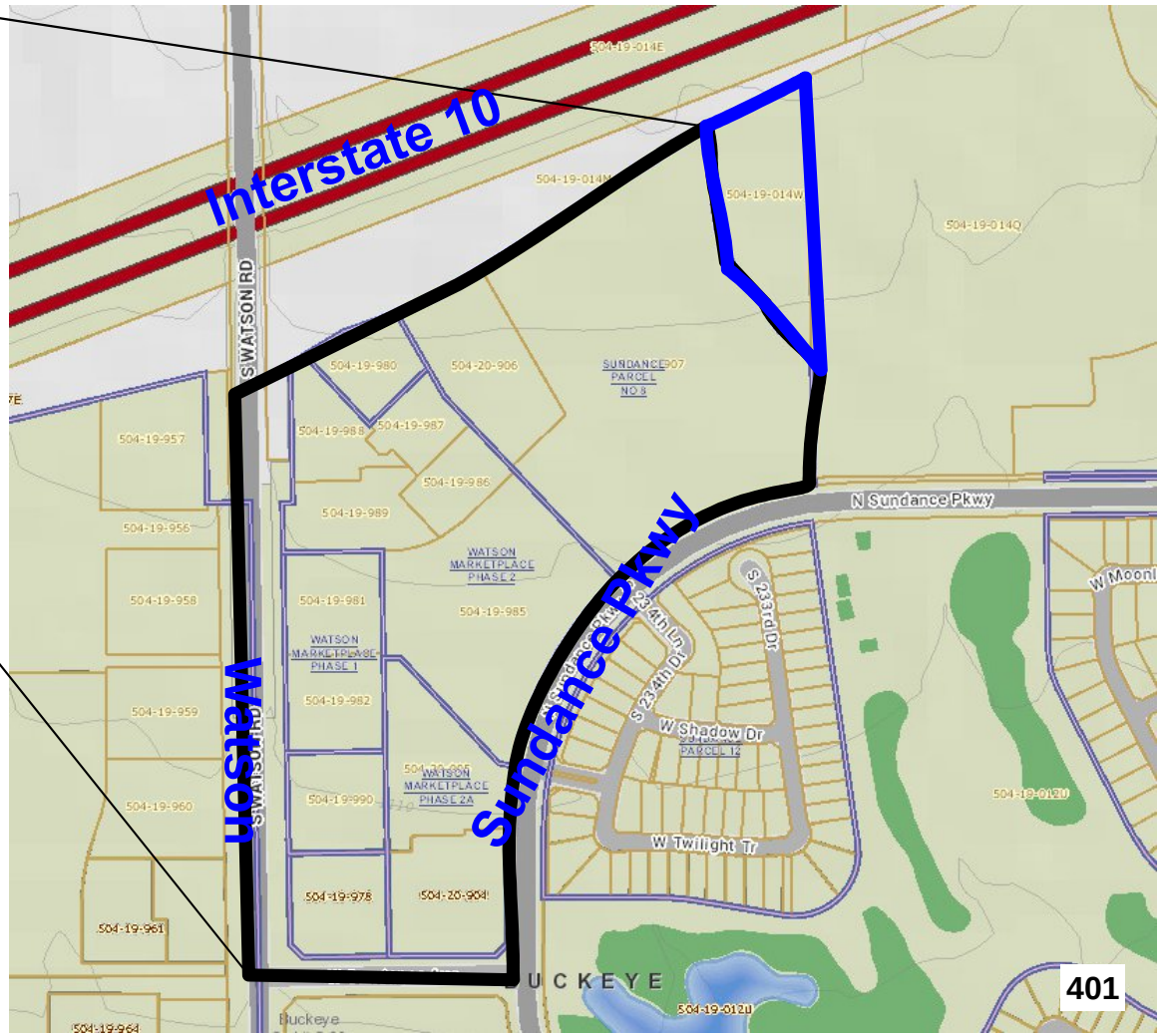
BUCKEYE, AZ

2009-SLID-02A

Watson Marketplace
District 5



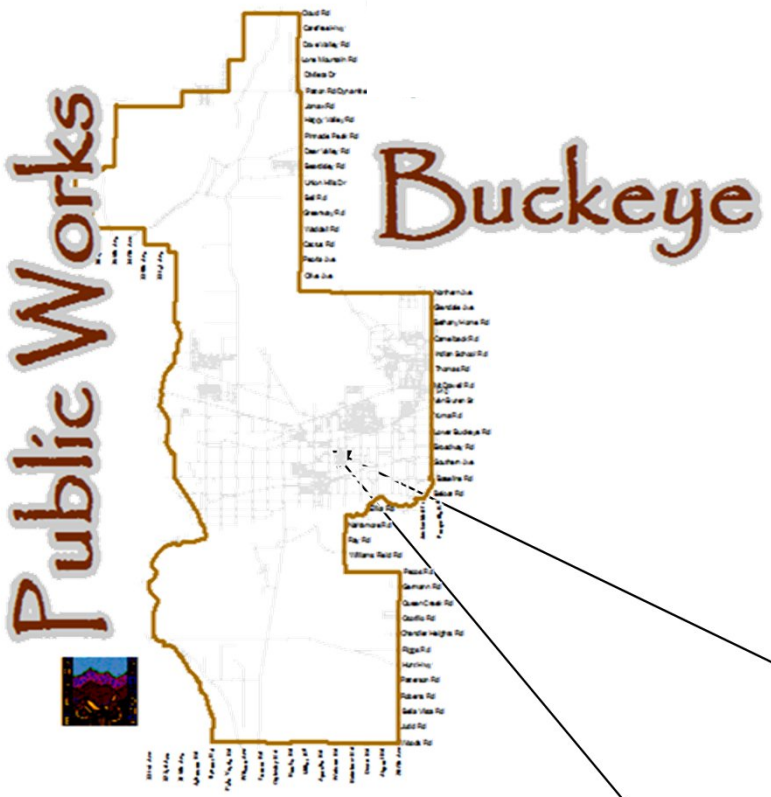
FY 2022-23
$3.830.04
13 parcels
$294.62/parcel/yr



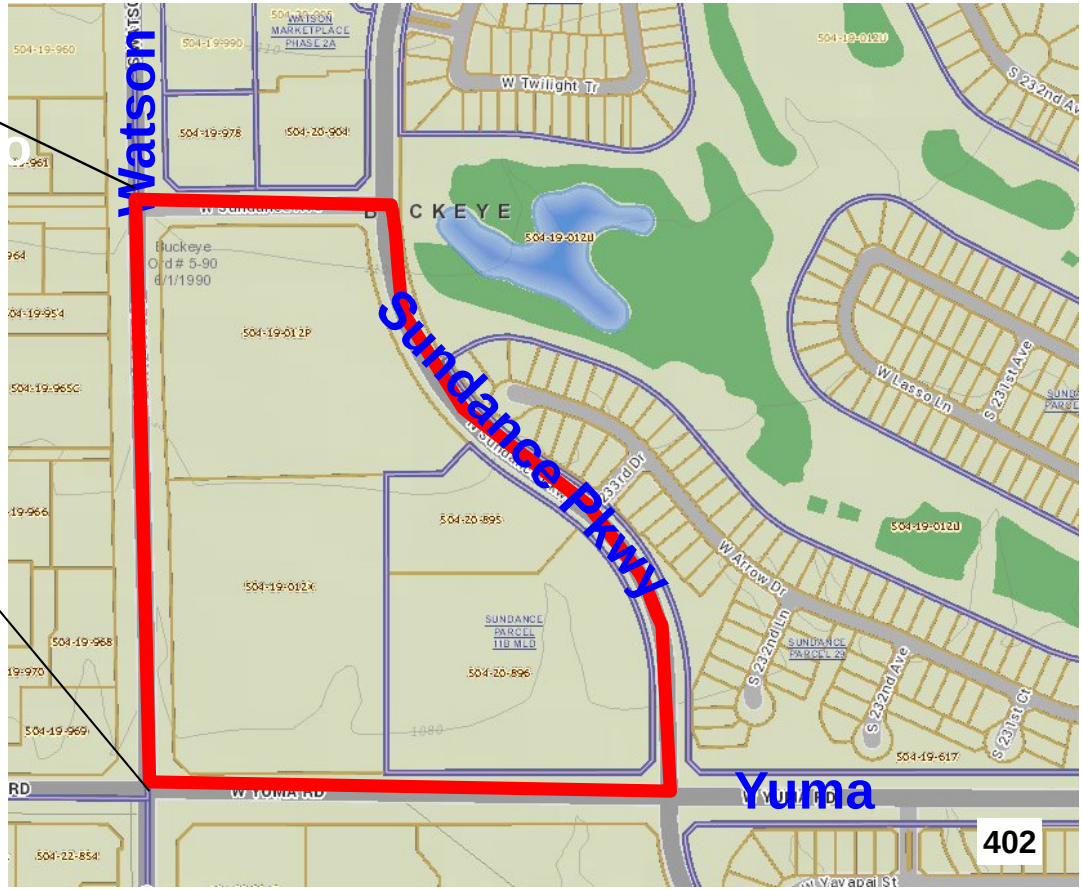
BUCKEYE, AZ

2011-SLID-001

Sundance/Yuma Commercial
District 5



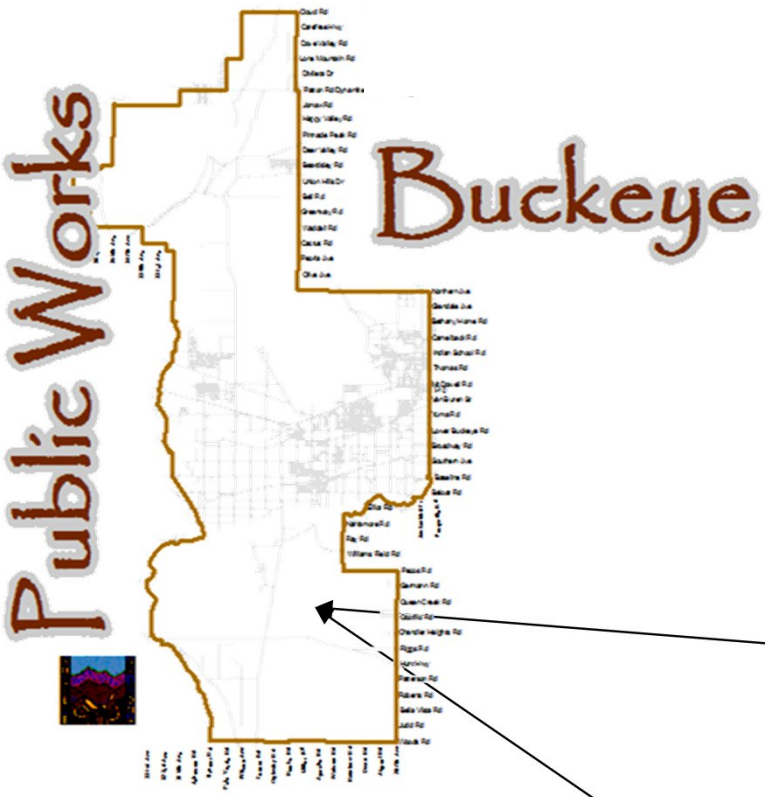
FY 2022-23
$1,497.72
5 parcels
$299.54/parcel/yr



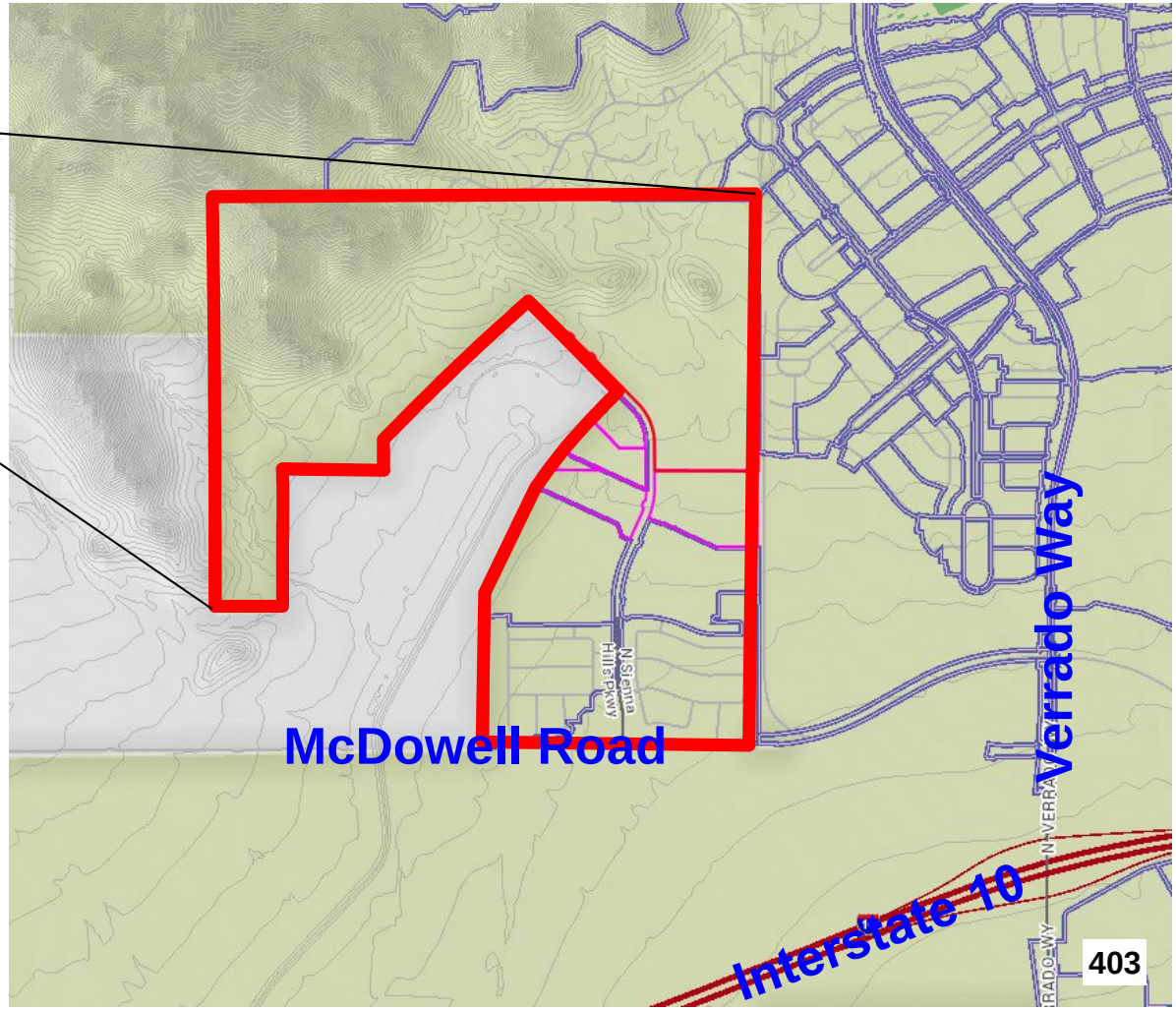
BUCKEYE, AZ

2012-SLID-002

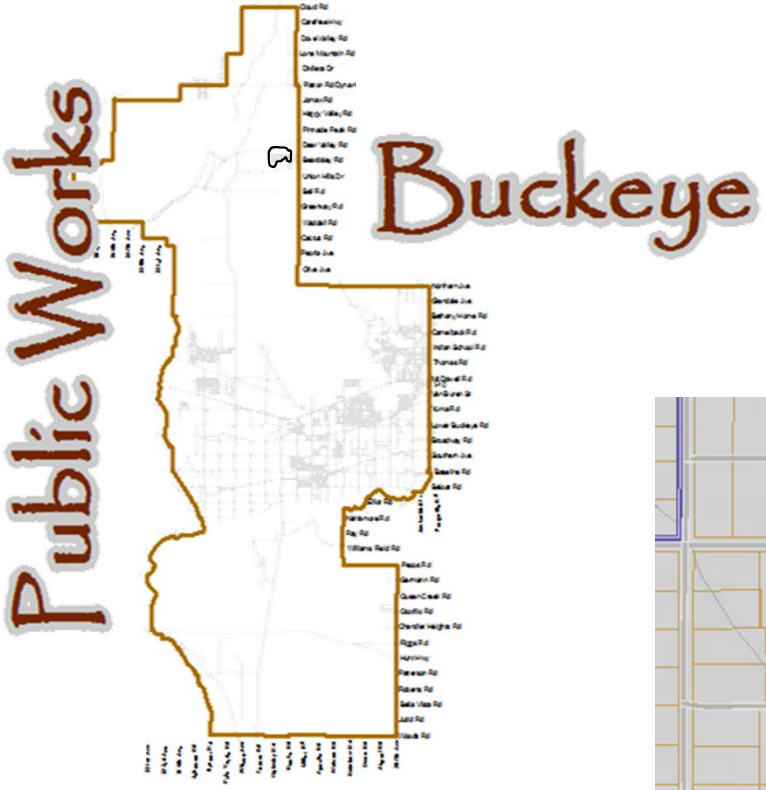
Sienna Hills
District 6



FY 2022-23
$26,105.52
887 parcels
$29.43/parcel/yr

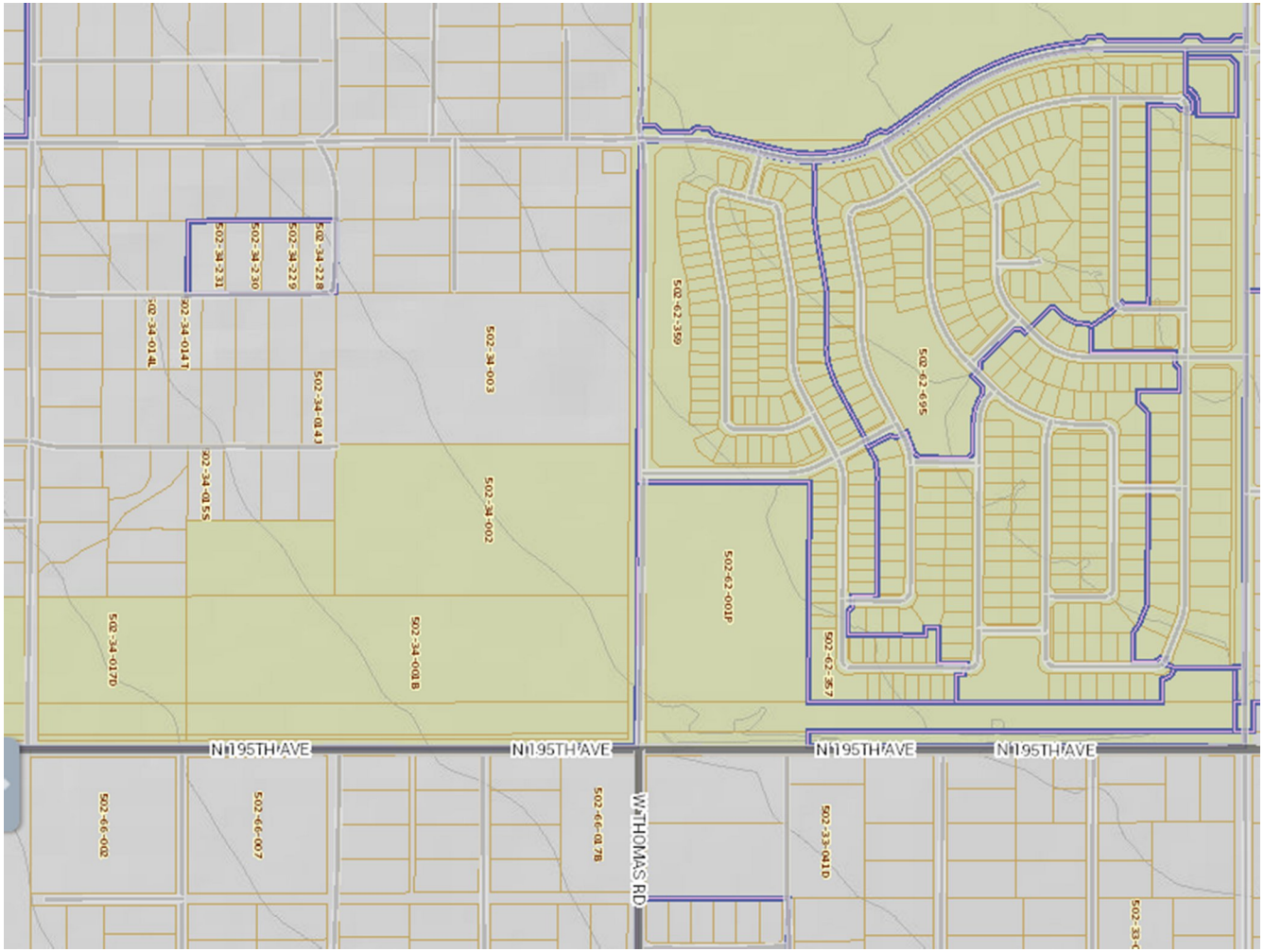


BUCKEYE, AZ



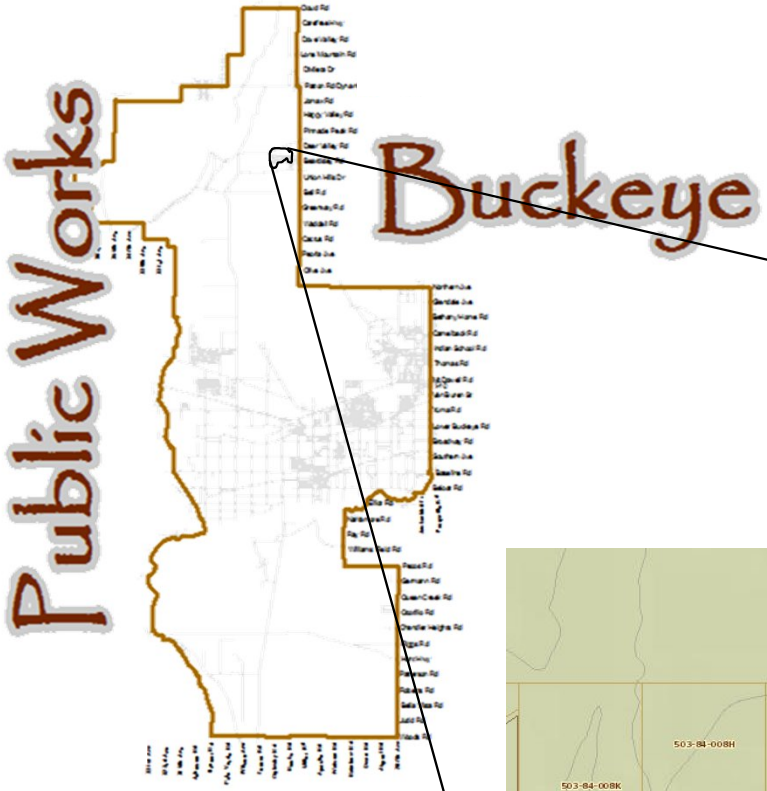
2013-SLID-001

Arroyo Seco North, Village 1
Arroyo Seco South, Village 3
District 3



FY 2022-23
$6,046.50
639 Parcels
$9.46/parcel/yr

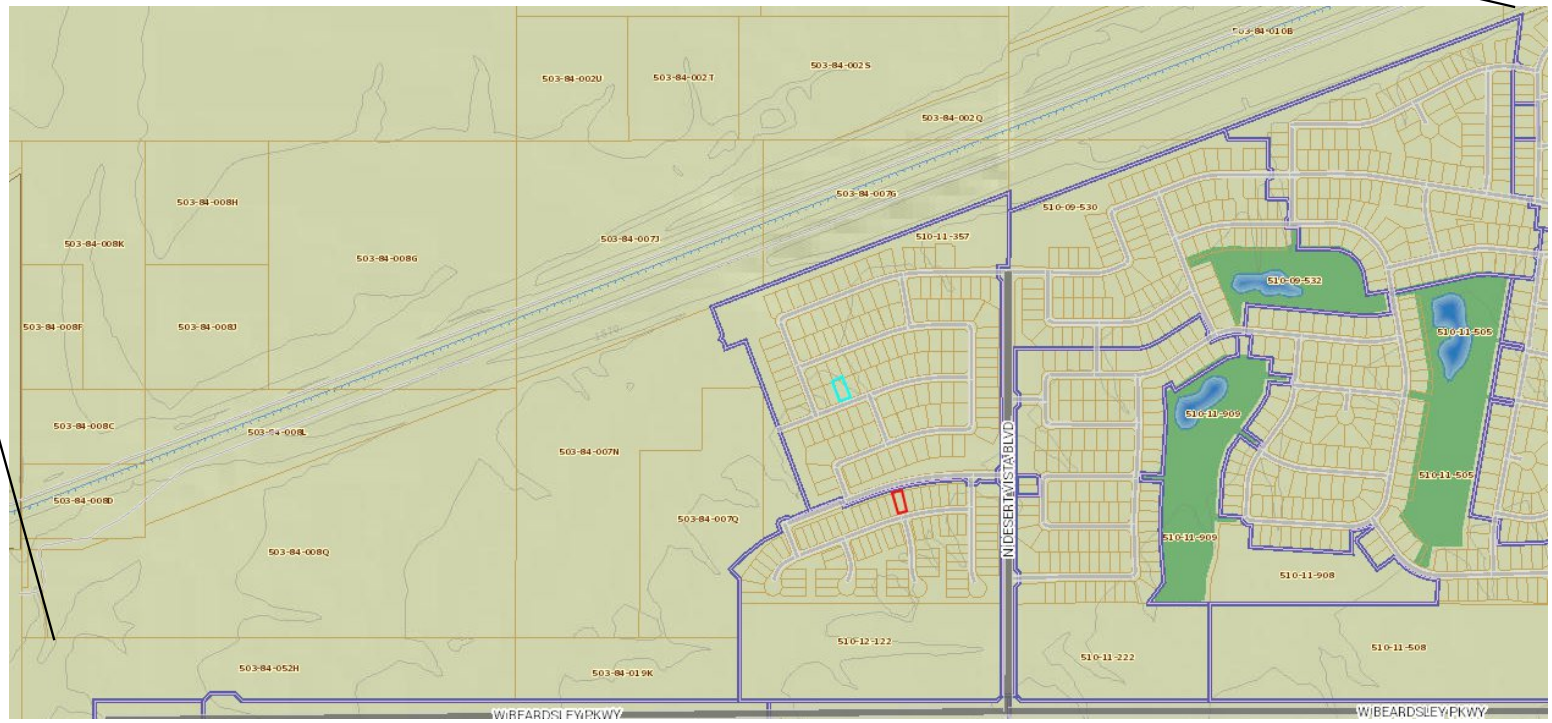
BUCKEYE, AZ



2013-SLID-002

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

District 4

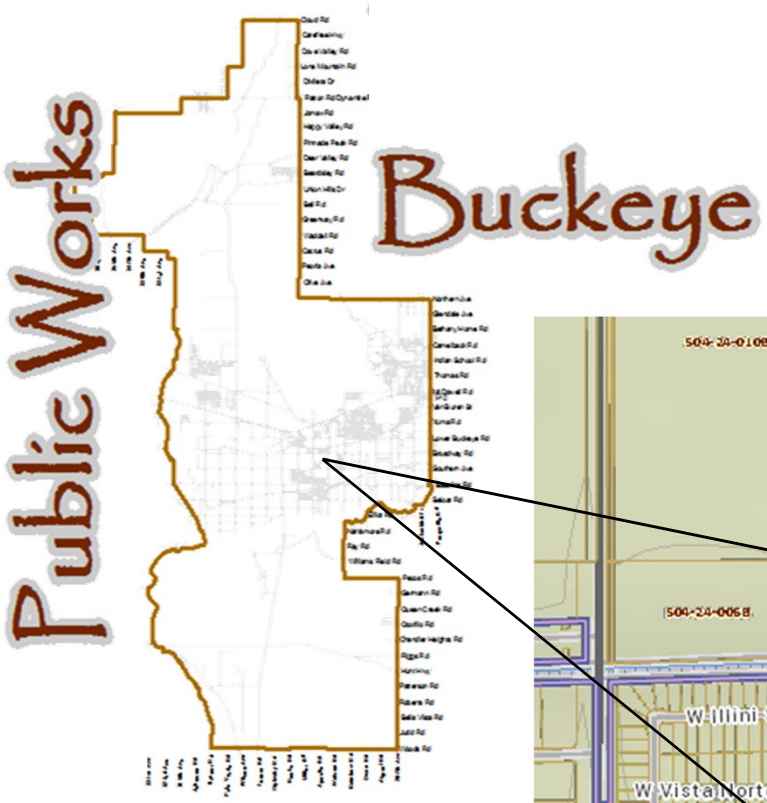


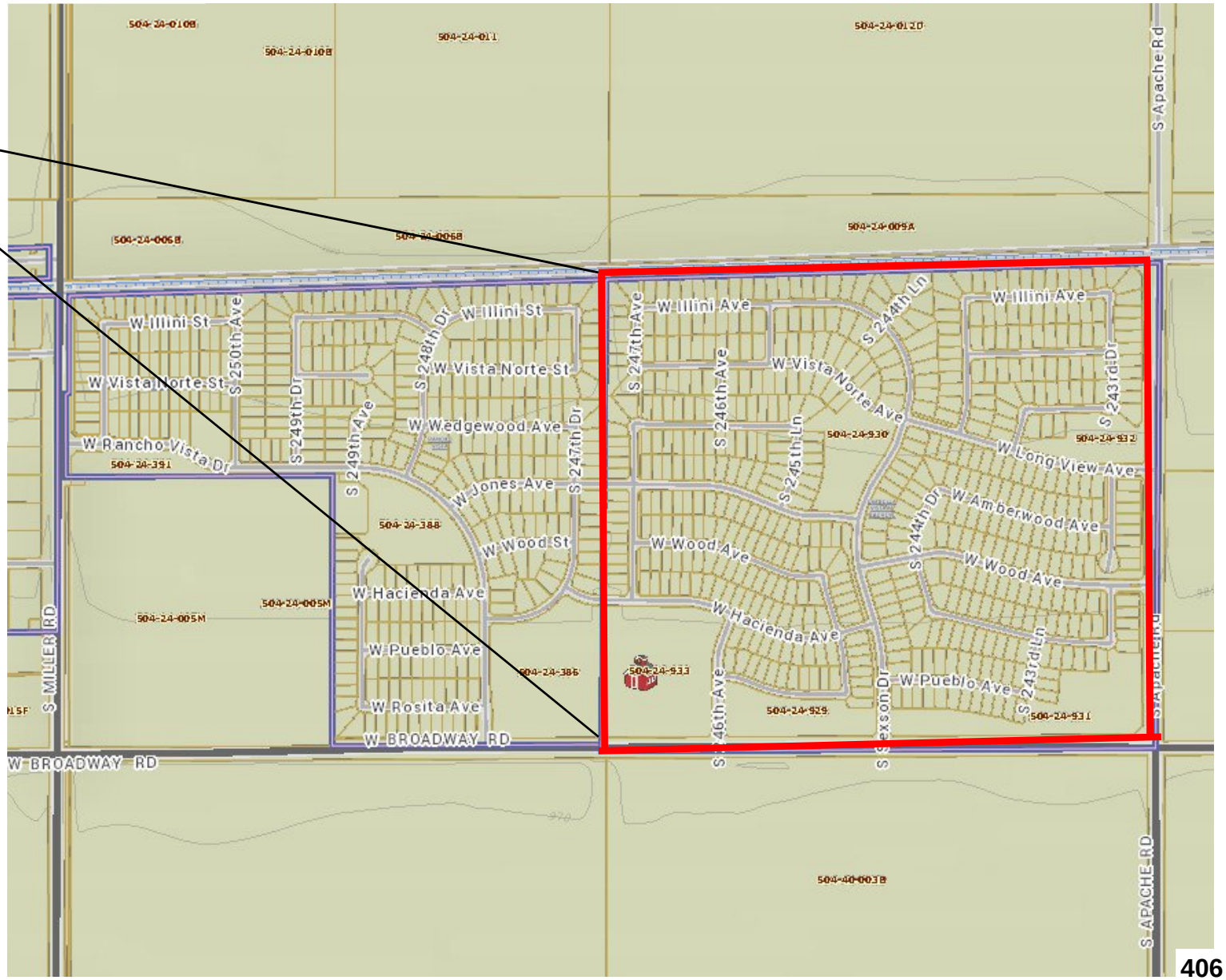
FY 2022-23
$13,799.40
709 Parcels
$19.46/parcel/yr

BUCKEYE, AZ

2015-SLID-001

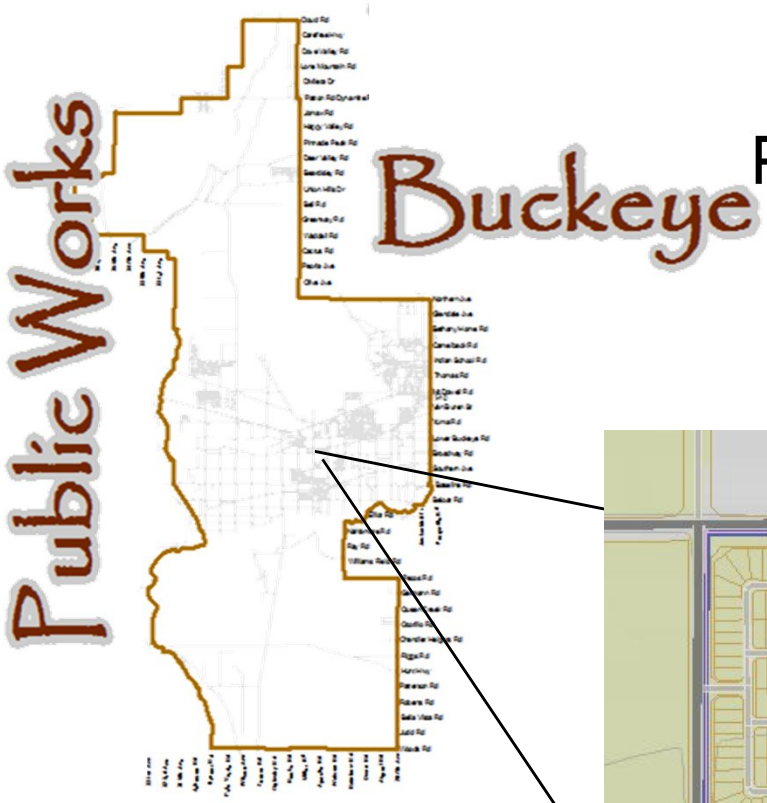
Estrella Vista at Buckeye
District 3





FY 2022-23
$14,001.36
535 parcels
$26.17/parcel/yr

BUCKEYE, AZ

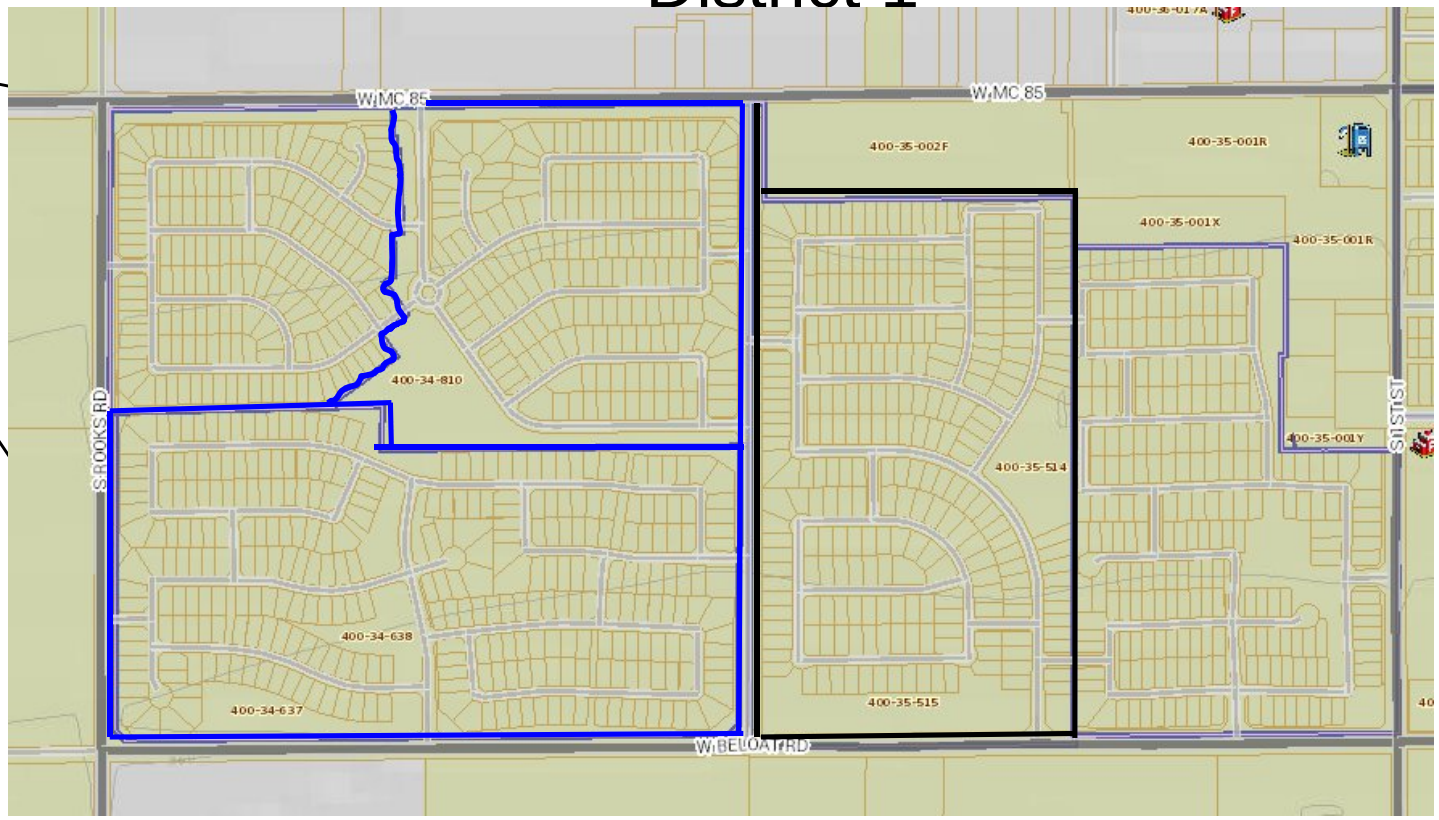


2017-SLID-003

Parkplace at Buckeye, TerraVista Phase 1 & 2

Encantada Estates Phase 1

District 1

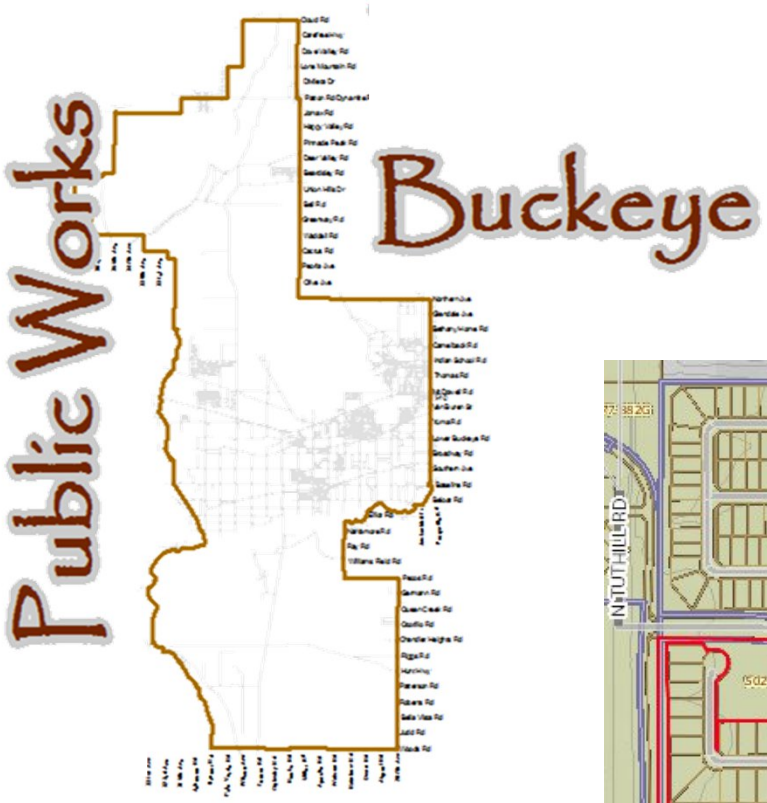


FY 2022-23
$7,251.84
729 parcels
$9.95/parcel/yr

BUCKEYE, AZ

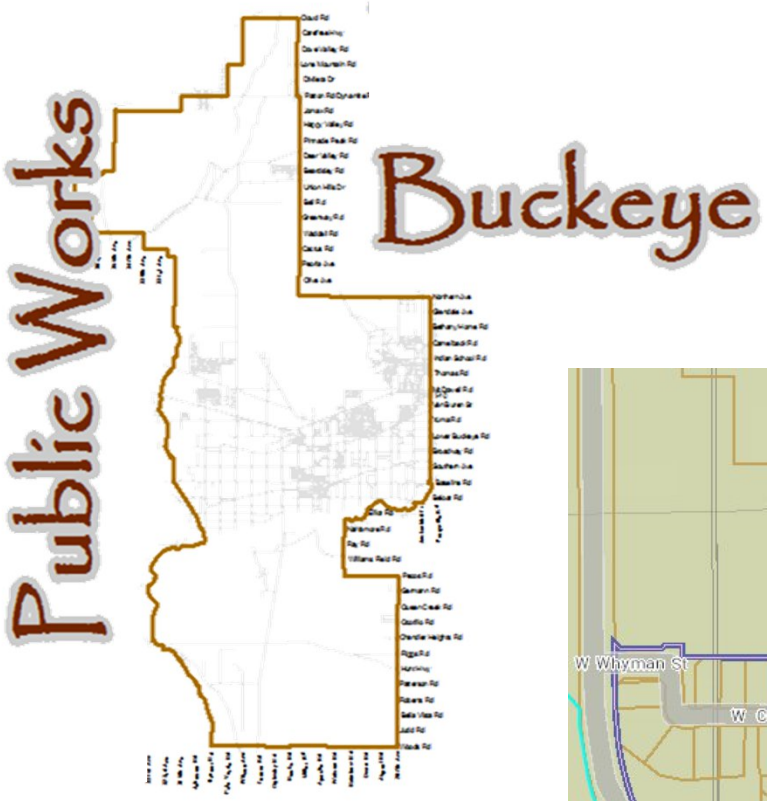
2018-SLID-001

Canyon Views
District 6



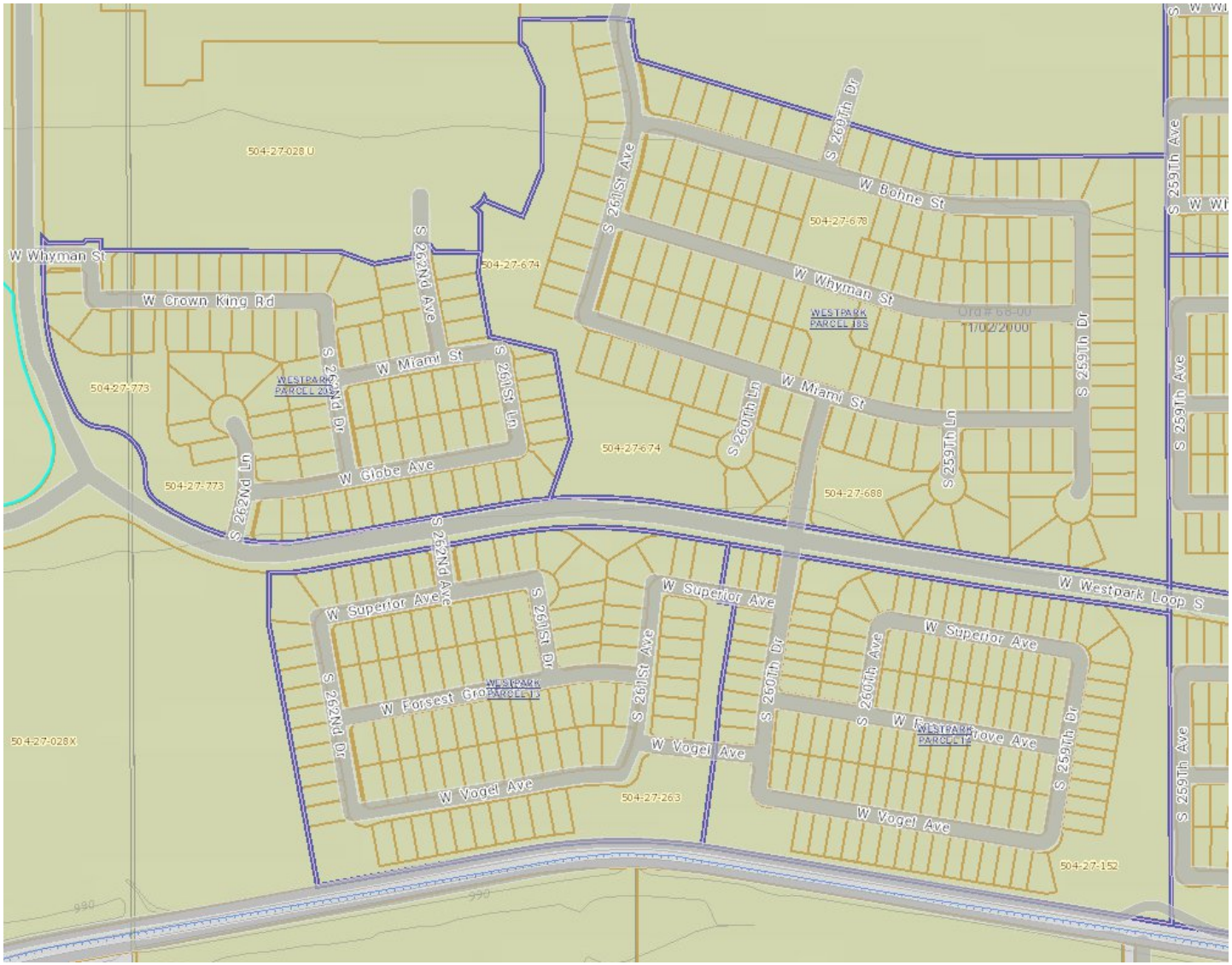
FY 2022-23
$8,447.76
1023 parcels
$8.26/parcel/yr

BUCKEYE, AZ



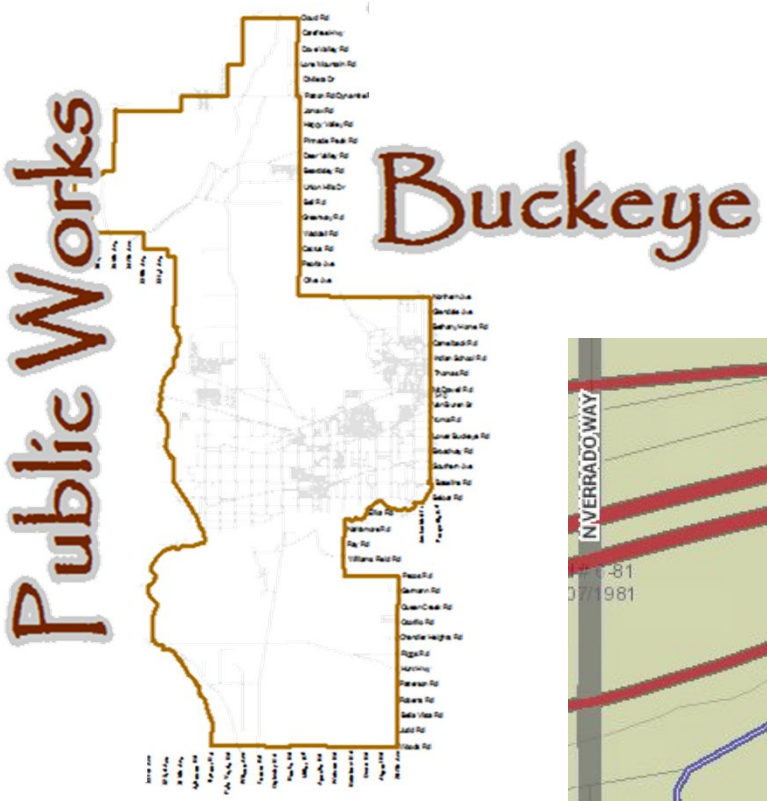
2019-SLID-002

Westpark Phase II
District 3



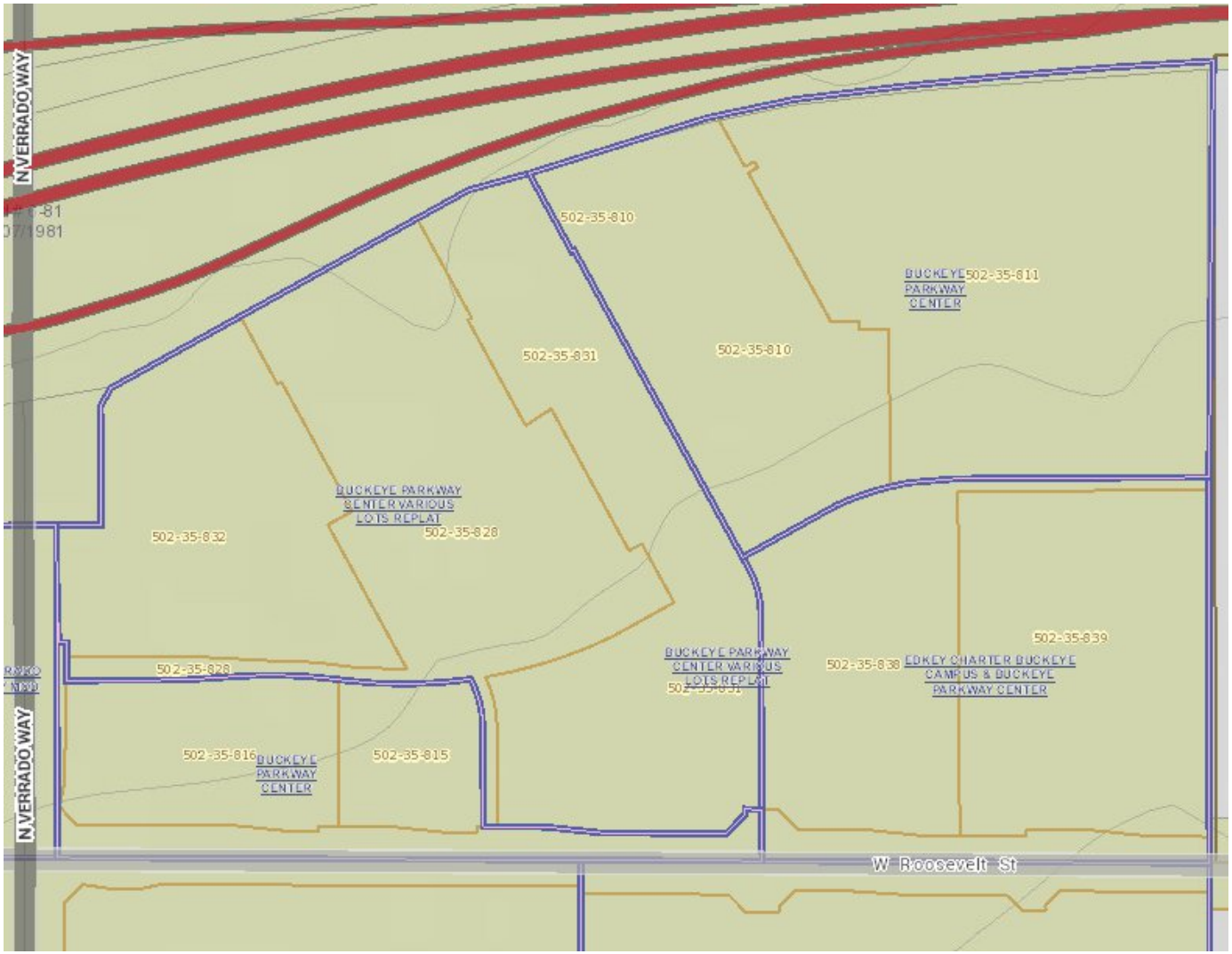
FY 2022-23
$1,791.36
492 parcels
$3.64/parcel/yr

BUCKEYE, AZ



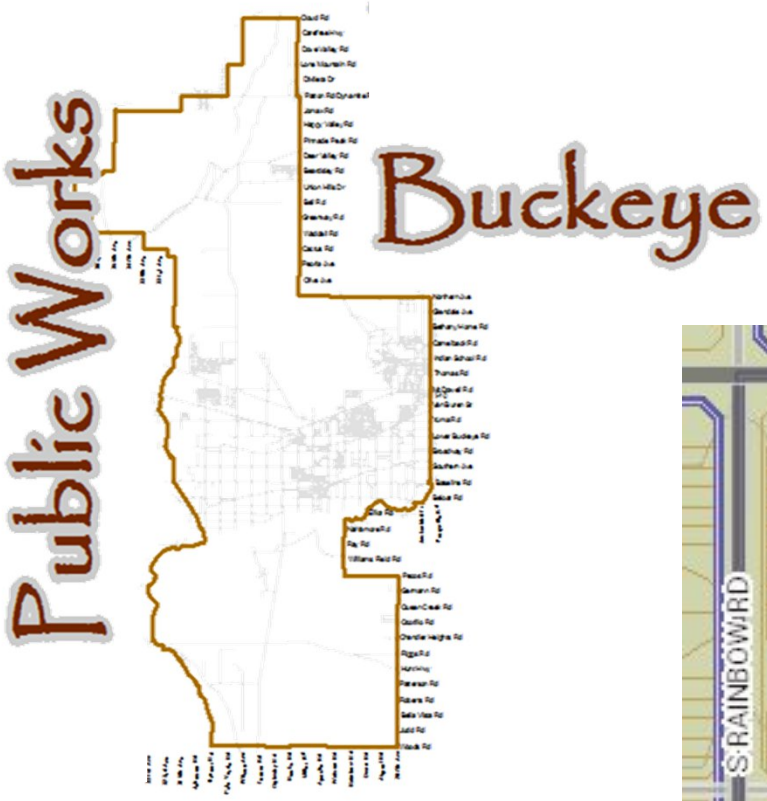
2020-SLID-001

Buckeye Parkway Center
District 6



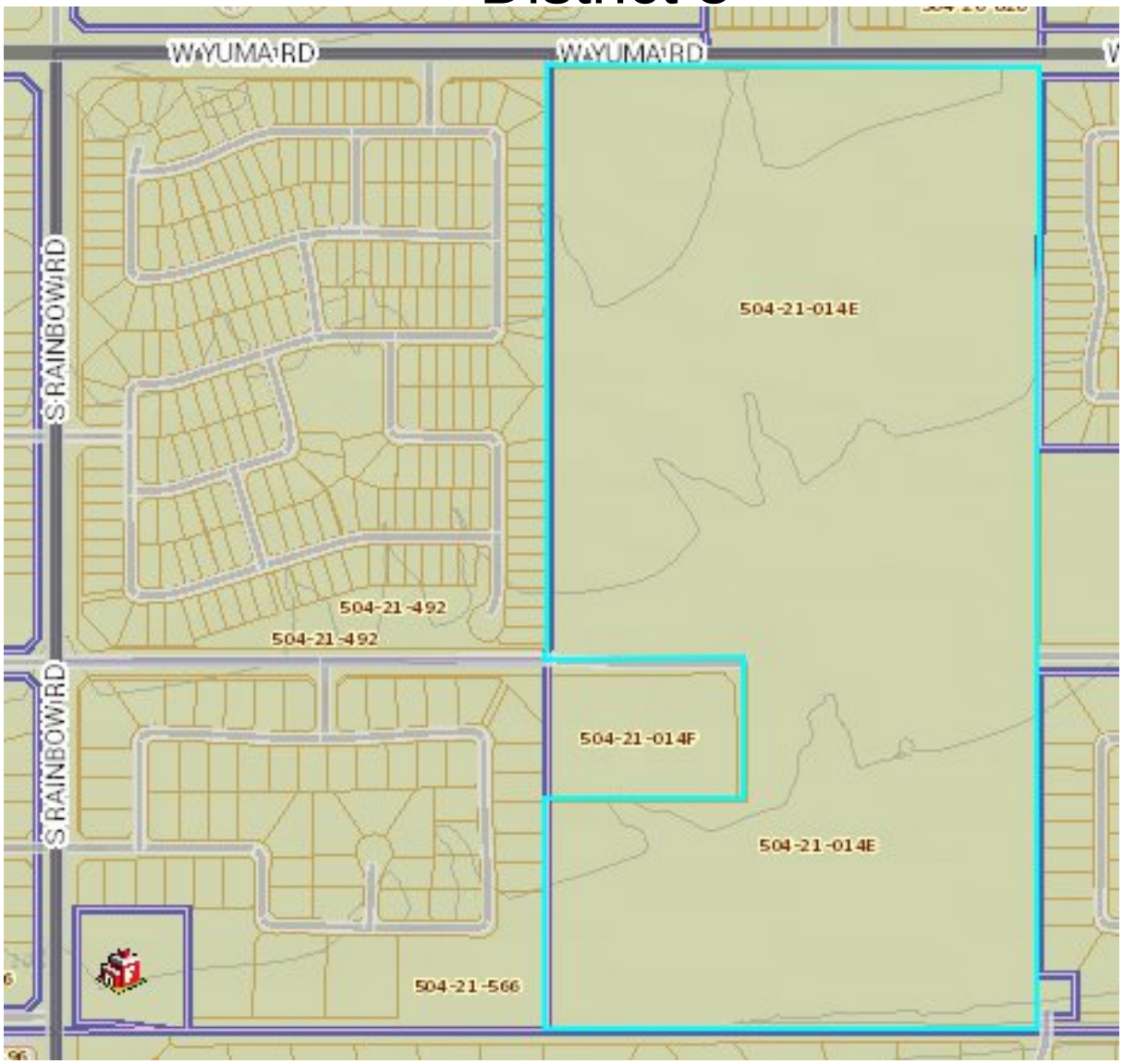
FY 2022-23
$3,445.68
7 parcels
$492.24/parcel/yr

BUCKEYE, AZ



2020-SLID-002

Coyote Ridge
District 5



FY 2022-23
$4,311.36
270parcels
$15.97/parcel/yr

BUCKEYE, AZ

RESOLUTION NO. 06-22
AND NOTICE OF HEARING

RESOLUTION OF THE GOVERNING BODY OF THE STREET LIGHTING IMPROVEMENT DISTRICTS SLID NO. 1, COMPRISED OF SUN CITY FESTIVAL PARCELS A1 AND B1; 2006-SLID-001, COMPRISED OF VISTA DE MONTANA PHASES 1A, 1B, 2, AND 3; 2006-SLID-002 COMPRISED OF SUNDANCE PARCELS 48 AND 49A; 2006-SLID-003, COMPRISED OF BLUE HORIZONS; 2006-SLID-007, COMPRISED OF FESTIVAL FOOTHILLS PHASE 1 AND PHASE 2 UNITS 25, 27, 29 AND 31; 2006-SLID-008, COMPRISED OF FESTIVAL FOOTHILLS PHASE 2; 2006-SLID-009, COMPRISED OF CRYSTAL VISTA; 2006-SLID-011, COMPRISED OF SUN CITY FESTIVAL UNITS C1 THROUGH H1, V1 AND S1, AND Q1; 2006-SLID-015, COMPRISED OF RIATA WEST UNIT 2; 2006-SLID-016, COMPRISED OF SONORAN VISTA UNITS 1 AND 2; 2006-SLID-017, COMPRISED OF RIATA WEST UNIT 1, ALGODON; 2006-SLID-019, COMPRISED OF SUN CITY FESTIVAL PARCELS K1, O1, M1, R1, A2, M2, U1, 4, 5, 6, A1 AND PHASE 3; 2007-SLID-001, COMPRISED OF SUNDANCE PARCEL 27; 2007-SLID-002, COMPRISED OF SUNDANCE PARCEL 25; 2007-SLID-003, COMPRISED OF SUNDANCE PARCEL 26; 2007-SLID-010, COMPRISED OF WATSON ESTATES, ANDERSON PARC, AND DESERT MOON; 2007-SLID-013, COMPRISED OF SUN CITY FESTIVAL PARCELS I1 AND P1; 2007-SLID-021, COMPRISED OF SUN CITY FESTIVAL PARCEL J1; 2009-SLID-02A, COMPRISED OF WATSON MARKETPLACE; 2011-SLID-001, COMPRISED OF SUNDANCE/YUMA COMMERCIAL; 2012-SLID-002, COMPRISED OF SIENNA HILLS; 2013-SLID-001, COMPRISED OF ARROYO SECO NORTH, VILLAGE 1, AND ARROYO SECO SOUTH, VILLAGE 3; 2013-SLID-002, COMPRISED OF SUN CITY FESTIVAL PARCELS L1, L1-2, HH1-1, HH1-2, HH1-3, HH1-4, HH1-5, JJ AND N1; 2015-SLID-001, COMPRISED OF ESTRELLA VISTA AT BUCKEYE; 2017-SLID-003, COMPRISED OF PARKPLACE AT BUCKEYE, TERRAVISTA PHASE 1 AND 2, ENCANTADA ESTATES PHASE 1; 2018-SLID-001, COMPRISED OF CANYON VIEWS; 2019-SLID-002, COMPRISED OF WESTPARK PHASE II; 2020-SLID-001, COMPRISED OF BUCKEYE PARKWAY CENTER, AND 2020-SLID-002, COMPRISED OF COYOTE RIDGE APPROVING THE TENTATIVE BUDGETS OF THE AFOREMENTIONED STREET LIGHTING IMPROVEMENT DISTRICTS FOR THE FISCAL YEAR 2022-23 BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023, SETTING A HEARING DATE FOR THE BUDGETS AND ESTABLISHING THE ANNUAL ASSESSMENT.

BE IT RESOLVED by the Governing Body of the Street Lighting Improvement District SLID No. 1, comprised of Sun City Festival Parcels A1 and B1; 2006-SLID-001, comprised of Vista De Montana Phases 1A, 1B, 2, and 3; 2006-SLID-002, comprised of Sundance Parcels 48

and 49A; 2006-SLID-003, comprised of Blue Horizons; 2006-SLID-007, comprised of Festival Foothills Phase 1 and Phase 2 Units 25, 27, 29 and 31; 2006-SLID-008, comprised of Festival Foothills Phase 2; 2006-SLID-009, comprised of Crystal Vista; 2006-SLID-011, comprised of Sun City Festival Units C1 through H1, V1 and S1 and Q1; 2006-SLID-015, comprised of Riata West Unit 2; 2006-SLID-016, comprised of Sonoran Vista Units 1 and 2; 2006-SLID-017, comprised of Riata West Unit 1, Algodon; 2006-SLID-019, comprised of Sun City Festival Parcels K1, O1, M1, R1, A2, M2, U1, 4, 5, 6, A1 and Phase 3; 2007-SLID-001, comprised of Sundance Parcel 27; 2007-SLID-002, comprised of Sundance Parcel 25; 2007-SLID-003, comprised of Sundance Parcel 26; 2007-SLID-010, comprised of Watson Estates, Anderson Parc, and Desert Moon; 2007-SLID-013, comprised of Sun City Festival Parcels I1 and P1; 2007-SLID-021, comprised of Sun City Festival Parcel J1; 2009-SLID-02A, comprised of Watson Marketplace; 2011-SLID-001, comprised of Sundance/Yuma Commercial; 2012-SLID-002, comprised of Sienna Hills; 2013-SLID-001, comprised of Arroyo Seco North, Village 1 and Arroyo Seco South, Village 3; 2013-SLID-002, comprised of Sun City Festival Parcels L1, L1-2, HH1-1, HH1-2, HH1-3, HH1-4, HH1-5, JJ and N1; 2015-SLID-001, comprised of Estrella Vista at Buckeye; 2017-SLID-003, comprised of Parkplace at Buckeye and Terravista Phase 1 and 2, Encantada Estates Phase 1; 2018-SLID-001, comprised of Canyon Views; 2019-SLID-002 comprised of Westpark Phase II; 2020-SLID-001, comprised of Buckeye Parkway Center, and 2020-SLID-002, comprised of Coyote Ridge (the "*Districts*"), as follows:

Section 1. The statements and schedules of expenses of the Districts, attached hereto as *Exhibit A* and incorporated by reference herein, are hereby approved for the purpose as hereinafter set forth as the tentative budgets for the Districts: SLID No. 1, 2006-SLID-001, 2006-SLID-002, 2006-SLID-003, 2006-SLID-007, 2006-SLID-008, 2006-SLID-009, 2006-SLID-011, 2006-SLID-015, 2006-SLID-016, 2006-SLID-017, 2006-SLID-019, 2007-SLID-001, 2007-SLID-002, 2007-SLID-003, 2007-SLID-010, 2007-SLID-013, 2007-SLID-021, 2009-SLID-02A, 2011-SLID-001, 2012-SLID-002, 2013-SLID-001, 2013-SLID-002, 2015-SLID-001, 2017-SLID-003, 2018-SLID-001, 2019-SLID-002, 2020-SLID-001 and 2020-SLID-002 for the fiscal year 2022-2023. The statements and estimates of the expenses for each District (the "*Expenditures*") are to be paid from annual assessments collected in each District, and are hereby filed with the Clerk.

Section 2. Each District Clerk is authorized and directed to cause to be mailed to the governing body of the City of Buckeye, Arizona (the "*City*"), and published in the official newspaper of the City in the manner prescribed by law, a notice that each District's governing body will meet for the purpose of conducting a final hearing for each District's taxpayers on the statements and estimates of each District's Expenditures filed with the applicable Clerk and on the adoption of the fiscal year 2022-23 Annual Budget for the District; said hearing to be conducted on June 7, 2022, beginning at 6:00 p.m. in the Council Chambers at City Hall, 530 East Monroe Avenue, Buckeye, Arizona 85326, with final approval of each District's annual assessment levy on June 21, 2022, beginning at 6:00 p.m. in at the Council Chambers at City Hall, 530 East Monroe Avenue, Buckeye, Arizona 85326.

[SIGNATURES ON FOLLOWING PAGES]

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District SLID No. 1 on May 17, 2022.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

SBS:cal 4426107.4 4/21/2022

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-001 on May 17, 2022.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

SBS:cal 4426107.4 4/21/2022

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-002 on May 17, 2022.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

SBS:cal 4426107.4 4/21/2022

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-003 on May 17, 2022.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

SBS:cal 4426107.4 4/21/2022

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-007 on May 17, 2022.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

SBS:cal 4426107.4 4/21/2022

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-008 on May 17, 2022.

_____
Eric W. Orsborn, Mayor

ATTEST:

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Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

SBS:cal 4426107.4 4/21/2022

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-009 on May 17, 2022.

_____
Eric W. Orsborn, Mayor

ATTEST:

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Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

SBS:cal 4426107.4 4/21/2022

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-011 on May 17, 2022.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

SBS:cal 4426107.4 4/21/2022

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-015 on May 17, 2022.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

SBS:cal 4426107.4 4/21/2022

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-016 on May 17, 2022.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

SBS:cal 4426107.4 4/21/2022

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-017 on May 17, 2022.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

SBS:cal 4426107.4 4/21/2022

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-019 on May 17, 2022.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

SBS:cal 4426107.4 4/21/2022

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2007-SLID-001 on May 17, 2022.

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Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

SBS:cal 4426107.4 4/21/2022

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2007-SLID-002 on May 17, 2022.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

SBS:cal 4426107.4 4/21/2022

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2007-SLID-003 on May 17, 2022.

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Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

SBS:cal 4426107.4 4/21/2022

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2007-SLID-010 on May 17, 2022.

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Eric W. Orsborn, Mayor

ATTEST:

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Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

SBS:cal 4426107.4 4/21/2022

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2007-SLID-013 on May 17, 2022.

_____
Eric W. Orsborn, Mayor

ATTEST:

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Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

SBS:cal 4426107.4 4/21/2022

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2007-SLID-021 on May 17, 2022.

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Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

SBS:cal 4426107.4 4/21/2022

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2009-SLID-02A on May 17, 2022.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

SBS:cal 4426107.4 4/21/2022

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2011-SLID-001 on May 17, 2022.

_____
Eric W. Orsborn, Mayor

ATTEST:

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Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

SBS:cal 4426107.4 4/21/2022

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2012-SLID-002, comprised of Sienna Hills, on May 17, 2022.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

SBS:cal 4426107.4 4/21/2022

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2013-SLID-001 on May 17, 2022.

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Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

SBS:cal 4426107.4 4/21/2022

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2013-SLID-002 on May 17, 2022.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

SBS:cal 4426107.4 4/21/2022

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2015-SLID-001 on May 17, 2022.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

SBS:cal 4426107.4 4/21/2022

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2017-SLID-003 on May 17, 2022.

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Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

SBS:cal 4426107.4 4/21/2022

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2018-SLID-001 on May 17, 2022.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

SBS:cal 4426107.4 4/21/2022

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2019-SLID-002 on May 17, 2022.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

SBS:cal 4426107.4 4/21/2022

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2020-SLID-001 on May 17, 2022.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

SBS:cal 4426107.4 4/21/2022

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2020-SLID-002 on May 17, 2022.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

SBS:cal 4426107.4 4/21/2022

EXHIBIT A

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

District Name	Parcels in 2021	Parcels in District	Common Area/Exempt Parcels	Buckeye Levied Parcels in	FY 21-22 Budget	Proposed 22-23 Budget	Levy per Parcel
SLID #1 Operations	451	451	1	450	$27,868.50	$30,364.80	$ 67.48
2006-SLID-001	1202	1204	113	1091	$35,653.88	$26,055.48	$ 23.88
2006-SLID-002	330	329	0	329	$ 1,732.50	$ 4,372.92	$ 13.29
2006-SLID-003	1897	1897	1	1896	$24,098.16	$42,055.56	$ 22.18
2006-SLID-007	927	927	0	927	$26,725.41	$24,961.20	$ 26.93
2006-SLID-008	360	360	5	355	$ 7,689.30	$ 7,886.52	$ 22.22
2006-SLID-009	311	311	0	311	$ 7,411.13	$ 7,967.76	$ 25.62
2006-SLID-011	1050	1207	0	1207	$31,825.50	$34,414.44	$ 28.51
2006-SLID-015	495	495	42	453	$12,543.57	$13,603.44	$ 30.03
2006-SLID-016	596	596	59	537	$14,246.61	$15,391.20	$ 28.66
2006-SLID-017	473	475	38	437	$ 9,382.95	$10,115.52	$ 23.15
2006-SLID-019	1166	1480	1	1479	$32,368.43	$28,723.92	$ 19.42
2007-SLID-001	162	162	0	162	$ 3,599.64	$ 3,891.60	$ 24.02
2007-SLID-002	117	117	5	112	$ 2,268.00	$ 2,439.12	$ 21.78
2007-SLID-003	118	118	7	111	$ 3,571.98	$ 3,880.44	$ 34.96
2007-SLID-010	868	868	0	868	$ 7,933.52	$ 8,536.92	$ 9.84
2007-SLID-013	325	325	3	322	$ 5,779.90	$ 6,110.16	$ 18.98
2007-SLID-021	177	177	1	176	$ 4,153.60	$ 4,495.68	$ 25.54
2009-SLID-02A	13	13	0	13	$ 3,515.33	$ 3,830.04	$294.62
2011-SLID-001	5	5	0	5	$ 1,357.30	$ 1,497.72	$299.54
2012-SLID-002	972	972	85	887	$22,636.82	$26,105.52	$ 29.43
2013-SLID-001	695	695	56	639	$ 6,046.50	$ 6,046.50	$ 9.46
2013-SLID-002	509	709	0	709	$12,979.50	$13,799.40	$ 19.46
2015-SLID-001	554	554	19	535	$ 7,960.80	$14,001.36	$ 26.17
2017-SLID-003	729	729	0	729	$ 6,706.80	$ 7,251.84	$ 9.95
2018-SLID-001	1128	1127	104	1023	$32,263.56	$ 8,447.76	$ 8.26
2019-SLID-002	492	492	0	492	$ 1,791.36	$ 1,791.36	$ 3.64
2020-SLID-001	10	8	1	7	$ 7,582.14	$ 3,445.68	$492.24
2020-SLID-002	0	270	0	270	$ -	$ 4,311.36	$ 15.97

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

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 05/17/22	**AGENDA ITEM:** 7.A. Application PLZU-22-00001 - State Route 85 Corridor Major General Plan Amendment
DATE PREPARED: 05/17/22	**DISTRICT NO.:** 1 and 2
STAFF LIAISON: Ken Galica, Principal Planner, kgalica@buckeyeaz.gov, (623) 349-6214	
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 to take action on Resolution No. 47-22 approving a Major Amendment to the General Plan to amend the definition of the Employment land use category, and to amend the Land Use Map on approximately 2,649 acres in two non-continuous areas, both generally located between Hazen Road and the Roosevelt Irrigation District Canal, and between Turner Road and Rooks Road, from a mix of Neighborhood and Business Commerce uses to Employment.

RELEVANT GOALS:
GOAL 3: A Well-Planned Urban Community

ADDITIONAL RELEVANT GOALS:
GOAL 2: Enhanced Economic Well-Being and Vitality

SUMMARY

PROJECT DESCRIPTION:
A request for approval of a City-initiated Major General Plan Amendment with two (2) components:

1) Amendment to the General Plan Land Use Map, changing the designation of approximately 2,648.9 acres from a combination of Neighborhood and Business Commerce to Employment. Land subject to the proposal includes two non-contiguous areas. The northern area is bounded by Broadway Road/RID Canal on the north, the 263rd Avenue alignment on the east, Baseline Road on the south, and Turner Road on the west. The southern area is bounded by MC85 on the north, Rooks Road on the east, Hazen Road on the south, and State Route 85 (SR85) on the west.

2) Amendment to the General Plan text (Page 2-14), 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 Planning & Zoning Commission is scheduled to forward a recommendation on the request to the Council at their May 10, 2022 meeting. Due to agenda deadlines, those results could not be included in this report but will be shared as part of staff's presentation on May 17th.

BENEFITS:

Approval of the request will further several City of Buckeye land use and economic development goals, as outlined in the attached staff report.

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

ATTACHMENTS:

01 - PLZU-22-00001 - SR85 Corridor - Major GPA - CC Staff Report 5-17-22.docx
Exhibit A - Aerial Vicinity Map.pdf
Exhibit B - Zoning Vicinity Map.pdf
Exhibit C - Existing & Proposed General Plan Land Use Map Exhibits.pdf
Exhibit D - Existing & Proposed Employment Land Use Definition.pdf
Exhibit E - Neighborhood Meeting Synopsis.pdf
Exhibit F - Compilation of Public Comment via Website and Social Media.pdf
Exhibit G - Written Support from Property Owners.pdf
Exhibit H - BDC Article 11 - Definitions of Heavy & Light Mfg.pdf
RES - 47-22 SR85 Corridor Major General Plan Amendment.pdf
Definition of Employment Land Use - Text Amendment with Tracked Changes.pdf

MAJOR GENERAL PLAN AMENDMENT

Report to the Mayor and City Council

CASE NUMBER:	PLZU-22-00001
TITLE:	State Route 85 Corridor Major General Plan Amendment
MEETING DATE:	May 17, 2022

Applicant:	City of Buckeye Development Services Department
Owner(s):	Multiple owners (34 different entities)
Request:	Major General Plan Amendment with two (2) 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 (Page 2-14), 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.
District(s)	1 and 2
Location:	Two (2) non-contiguous areas are subject to the proposed application. The northern area is bounded by Broadway Road/RID Canal on the north, the 263rd Avenue alignment on the east, Baseline Road on the south, and Turner Road on the west; the southern area is bounded by MC85 on the north, Rooks Road on the east, Hazen Road on the south, and State Route 85 (SR85) on the west.
Site size:	Approximately 2,648.9 acres
Public input:	Public input was encouraged through mailings, published advertisements, sign postings, a page on the City's website, and postings on various City social media accounts. Additionally, a neighborhood meeting was held virtually on March 23, 2022.
Recommendation:	Conduct a public hearing and adopt Resolution 47-22 approving the proposed Major General Plan Amendment

PROJECT DESCRIPTION

1. The Imagine Buckeye 2040 General Plan document (also referred to as “Imagine Buckeye 2040” or simply the "General Plan") is used by the City to guide Buckeye’s future relative to land use, public services, infrastructure, and resource management. The General Plan is designed to guide Buckeye’s future while retaining the community’s distinctive character and culture.
2. The City of Buckeye Development Services Department has initiated Application PLZU-22-00001, a proposed Major General Plan Amendment that will change the land use designation of approximately 2,648.9 acres from a combination of Neighborhood (2,118.8 acres) and Business Commerce (530.1 acres) to Employment (see attached Exhibits A, B, and C). The purpose of each of these land use categories is as follows:
    - The Neighborhood designation is applied to areas that are expected to develop with a broad range of residential types and densities, including single-family attached, single-family detached, and multi-family homes. Other land uses that support and contribute to the livability of neighborhoods, such as neighborhood scaled shops, parks, recreational facilities, religious institutions, offices, and educational uses are also permitted in the Neighborhood designation.
    - The Business Commerce designation is applied to areas with access to major streets and transit opportunities that are reserved for development of community and regional commercial, professional office, and business park uses.
    - The Employment designation is applied to areas that are intended to develop with light industrial and business park uses that contribute to the local and regional economies. Within the Employment designation, industrial uses are to be buffered when located adjacent to existing or planned residential uses.
3. In accordance with ARS §9-461.06, a change to the General Plan is to be considered a Major Amendment if the resulting change is a “substantial alteration of the municipality’s land use mixture or balance” as established in the Plan. For all areas, any change in the Future Land Use Map of more than 160 acres or any change within the Luke Compatible Area (LCA) designation currently require a Major General Plan Amendment (GPA). Comprised of 2,648.9 acres, the city-initiated proposal constitutes a Major GPA.
4. A text amendment is also proposed to revise the definition of the Employment designation contained on Page 2-14 of the General Plan. The proposed text amendment, attached as Exhibit D to this report, strengthens design expectations for industrial development occurring within one-quarter (1/4) mile of existing or planned residential

uses to limit visual and traffic impacts on neighborhoods, and restricts heavier industrial uses from occurring within the one-quarter (1/4) mile of existing or planned residential uses unless adequate performance standards can be incorporated into a zoning overlay such as a Planned Area Development (PAD) or Community Master Plan (CMP). The proposed text amendment will apply citywide and is not limited to the properties in the State Route 85 (SR85) corridor subject to the proposed map amendment.

PUBLIC PARTICIPATION SUMMARY:

5. Arizona statute governing Major General Plan Amendments mandates cities provide a 60-day period during which the Planning & Zoning Commission, City Council, abutting jurisdictions, and relevant state and county agencies, can review the request and provide feedback for incorporation into the proposal. Notice of the 60-day review period was completed on February 28, 2022, with the review period set to end on April 29, 2022. As of the writing of this report, none of the notified agencies or jurisdictions have indicated any concern with the City's proposal.
6. City staff hosted a virtual Neighborhood Meeting on Wednesday, March 23, 2022 at 6:00 P.M. All property owners within the amendment areas as well as all owners of property located within 500 feet of the boundary of the amendment areas were notified of the meeting in a mailing completed on March 7, 2022. In addition to City staff, 64 people, a combination of property owners within the amendment area, neighboring residents, and light industrial developers with interest in developing in the area, attended the virtual meeting. Topics of discussion included:
    - Future Interstate 11;
    - Anticipated arterial street improvements including future roadway widening and traffic signals in the area, specifically the impacts of those projects on existing residences in the area;
    - Development projects planned in the area including KORE Power and the APS Hub facility;
    - Impacts of planned development on the water table;
    - Buffering of residential uses and minimizing truck traffic impacts on residential uses;
    - Preservation of the rural/agricultural lifestyle and the old US 80 highway;
    - Rationale for stopping the proposed amendment at Broadway rather than extending north to I-10; and
    - Anticipated economic development-related impacts of the proposal.

A more detailed summary of the neighborhood meeting is attached to this report as Exhibit E.

7. A page on the City's website containing information about the proposed Major General Plan Amendment along with a form allowing members of the public to provide electronic comment was created on March 3, 2022. Links to the webpage were included on all mailed notices of the neighborhood meeting, mailed notices of the P&Z and Council hearings, through a City press release, and by the City through social media posts on Facebook, Instagram, and Nextdoor. As of April 12th, eighteen (18) electronic responses have been provided through the website form (see Exhibit F); upon receipt, staff provided an individualized response to each citizen addressing the concerns or questions raised. In addition, multiple comments in the form of replies to the City's social media posts were provided and are included as a separate attachment to this report. Some of the more frequently raised questions/comments received via the website and social media pertain to annexation status of residential properties in existing county islands, concerns with buffering between light industrial and residential uses, and the desire for development of retail, restaurant, and entertainment uses that will enhance the quality of life for those living near the SR85 corridor.

8. The City has received no objection from any of the 34 owners of property within the proposed amendment areas. Three letters of support from owners have been provided (see Exhibit G), with verbal support expressed by 5 to 6 additional owners.

9. Public notice of the scheduled Planning & Zoning Commission and City Council public hearings has been conducted in accordance with the Development Code and State Statute. At least 15 days of advance notice was provided for the open house and public hearings.

10. As required for Major General Plan Amendments, the Planning & Zoning Commission held an off-site public hearing for the proposal on April 26, 2022 at the Coyote Branch of the Buckeye Public Library and an on-site public hearing on May 10, 2022 in Council Chambers. At the April meeting, one speaker addressed the Commission in support of the item on behalf of two large property owners within the amendment area. Due to agenda deadlines, a summary of the May 10th meeting could not be included in this report; staff will summarize public comment from that meeting, if any, in the presentation to Council on May 17th.

11. *Table 1: Notice of Planning Commission and City Council Public Hearings*

Notification Element	Date
Published in Arizona Republic	April 10, 2022
Site posted (Six signs located at strategic locations throughout the amendment areas)	March 31, 2022
Mailing to property owners within the amendment areas and owners within 500 feet of amendment area perimeters	April 11, 2022

BACKGROUND:

12. *August 2018:* The Imagine Buckeye 2040 General Plan was ratified by the City of Buckeye voters. The approved General Plan land use map identified the future character of the State Route 85 corridor as primarily residential (Neighborhood) with pockets of supporting commercial (Business Commerce).
13. *November 2021:* The U.S. Department of Transportation filed findings for the Interstate 11 study corridor including a recommended alignment for the proposed 2,000-foot-wide, 280-mile interstate that will stretch from Nogales to Wickenburg. Within Buckeye, the recommended alignment coincides with the existing State Route 85 corridor, providing for the possible future replacement of the state highway with a much larger, higher capacity interstate highway in the future and opening the door to re-envision the type of development that will be most appropriate in this area.
14. *January 3, 2022:* The Development Services Department initiated this Major General Plan Amendment application to support development of the corridor with employment generating light industrial uses.
15. *February 22, 2022:* Staff presented an overview of the proposed Major General Plan Amendment to the Planning & Zoning Commission at a workshop. Feedback received from the Commission has been incorporated into the proposal.
16. *April 5, 2022:* Staff presented an overview of the proposed Major General Plan Amendment to the City Council at a workshop. The proposal reflects feedback received from the Council.
17. *April 26, 2022:* The Planning & Zoning Commission conducted the required off-site public hearing at the Coyote Branch of the Buckeye Public Library.

18. *May 10, 2022:* The Planning & Zoning Commission conducted a second public hearing and issued a recommendation on the proposal to the City Council. Due to agenda deadlines, the Commission's recommendation was not known at the time of this report writing.

ANALYSIS:

Land Use Map Amendment

19. The proposed General Plan map amendment will change approximately 2,648.9 acres from a combination of Neighborhood and Business Commerce to Employment. The map amendment is supported, as it will:
    - Provide a contiguous area for development of employment generating uses in furtherance of General Plan ("GP") Policy G-7.1: "The City of Buckeye should identify and protect areas suitable for large scale office park and industrial activities, such as distribution, logistics, manufacturing, and other employment type uses within the City's MPA";
    - Allow for development of the highest and best use along the major State Route 85 (and future Interstate 11) transportation corridor, providing sites for employment generating, tax revenue producing regional serving commercial and industrial uses with excellent access to I-10, in conformance with GP Policy G-9.3: "The City of Buckeye should protect its primary industrial and commercial corridors (areas with access to highways and railroads) from conversion to non-employment uses or encroachment by uses that would limit future uses on these sites";
    - Further the City's Economic Development related goals of attracting businesses in the logistics and advanced manufacturing sectors and meeting desired jobs to population ratios outlined in GP Policy G-1.8: "The City of Buckeye will encourage commerce and business employment centers that respond to the City's economic needs and that correspond with Buckeye's targeted economic sectors." and GP Policy G-7.3 "The City of Buckeye will have an average of one to one jobs per household".
    - With the enhanced design expectations and use limitations for Employment development as provided for in the proposed text amendment, result in compatible land use relationships when adjacent to residential uses, as prioritized by GP Policy G-3.6: "Business Commerce and Employment designated lands should provide appropriate buffers and or setbacks when adjacent to existing or future residential land uses."

- Reduce instances of residential uses occurring directly adjacent to a future interstate highway, a land use pattern not typically viewed as ideal due to the noise and light impacts associated with major freeways.
- Provide for public streets in all locations between light industrial uses and established or planned residential uses, providing even greater separation between uses (in addition to landscape buffers being provided on the light industrial sites).
- Maintain a significant amount of land for future development of retail, restaurant, service, and entertainment uses north of the amendment areas near the intersection of SR85 and I-10 to support the needs of current and future residents as well as future employees working within the area.

20. Approval of the proposed General Plan land use map amendment will not change the jurisdiction or zoning of a property within the amendment areas. Individual properties will retain their existing jurisdiction and zoning until such time that individual owners request annexation and/or rezoning by filing the appropriate applications with the City.
21. All map exhibits in the General Plan will be updated to reflect changes in the land use.

Text Amendment

22. The proposed text amendment component of the request, establishing design and use expectations for development in "Employment Transition Areas", will ensure that light industrial uses within the corridor will be developed in a way that is compatible with adjacent existing residential uses. Per the amendment, development of light industrial uses within one-quarter mile of established or planned residential uses will be required to present an upscale, business park-like appearance from the perspective of adjacent roadways, inwardly orient outdoor storage and/or service areas or, if not feasible, fully screen and buffer those areas from the perspective of adjacent streets, and minimize heavy truck traffic impacts on neighborhoods by designing collector street and/or on-site circulation systems and strategically locating access points to reduce conflicts with routine neighborhood traffic.
23. Heavier industrial uses, such as those permitted within the I-2 (Heavy Industrial) zoning district, will not be permitted within one-quarter mile of established or planned residential uses except as part of a Planned Area Development or Community Master Plan overlay that establishes performance standards for those uses to ensure they will not negatively impact residences in the area.
24. The text on Page 2-14 of the General Plan will be updated to reflect the text amendment. The text amendment will apply citywide to ensure that, irrespective of location, industrial

uses will be developed in a manner compatible with established or planned residential uses.

PLANNING AND ZONING COMMISSION MEETINGS:

25. As required for Major General Plan Amendments, the Planning & Zoning Commission held an off-site public hearing for the proposal on April 26, 2022 at the Coyote Branch of the Buckeye Public Library and an on-site public hearing on May 10, 2022 in Council Chambers.
26. At the April 26, 2022 meeting, one speaker addressed the Commission in support of the item on behalf of two large property owners within the amendment area.
27. At the April 26, 2022 meeting, feedback provided by the Commission included a request to consider increasing the minimum distance between heavy industrial I-2 uses and existing or planned residential to a half mile (from a quarter mile). The Commission also requested clarification on what constitutes heavy manufacturing as opposed to light manufacturing; the definitions of each is included as Exhibit H to this staff report. The Commission took no action at the April meeting.
28. Due to agenda deadlines, a summary of the May 10th meeting could not be included in this report; staff will provide a summary the Commission's recommendation and any public comment from that meeting in the presentation to Council on May 17th.

RECOMMENDATION:

29. Staff recommends the Mayor and City Council conduct a public hearing and adopt Resolution 44-22, approving the City-initiated Major General Plan Amendment for the State Route 85 Corridor. The adoption of a Major General Plan Amendment will require approval by at least two-thirds (2/3) of the members of the City Council (minimum of five (5) members).

ATTACHMENTS:

- Exhibit A – Aerial Vicinity Map
- Exhibit B – Zoning Vicinity Map
- Exhibit C – Existing and Proposed General Plan Land Use Map
- Exhibit D – Existing and Proposed Employment Land Use Definition
- Exhibit E – Summary of March 23, 2022 Virtual Neighborhood Meeting
- Exhibit F - Compilation of Public Comment via Website and Social Media
- Exhibit G - Letters of Support from Property Owners within the Amendment Area

- Exhibit H – Excerpt of Buckeye Development Code – Definitions of Heavy Manufacturing and Light Manufacturing

Prepared By:
Ken Galica, Principal Planner

Reviewed By:
Adam Copeland, Deputy Planning Director

Exhibit A

BUCKEYE, AZ

AERIAL MAP

Amendment Area

Unincorporated

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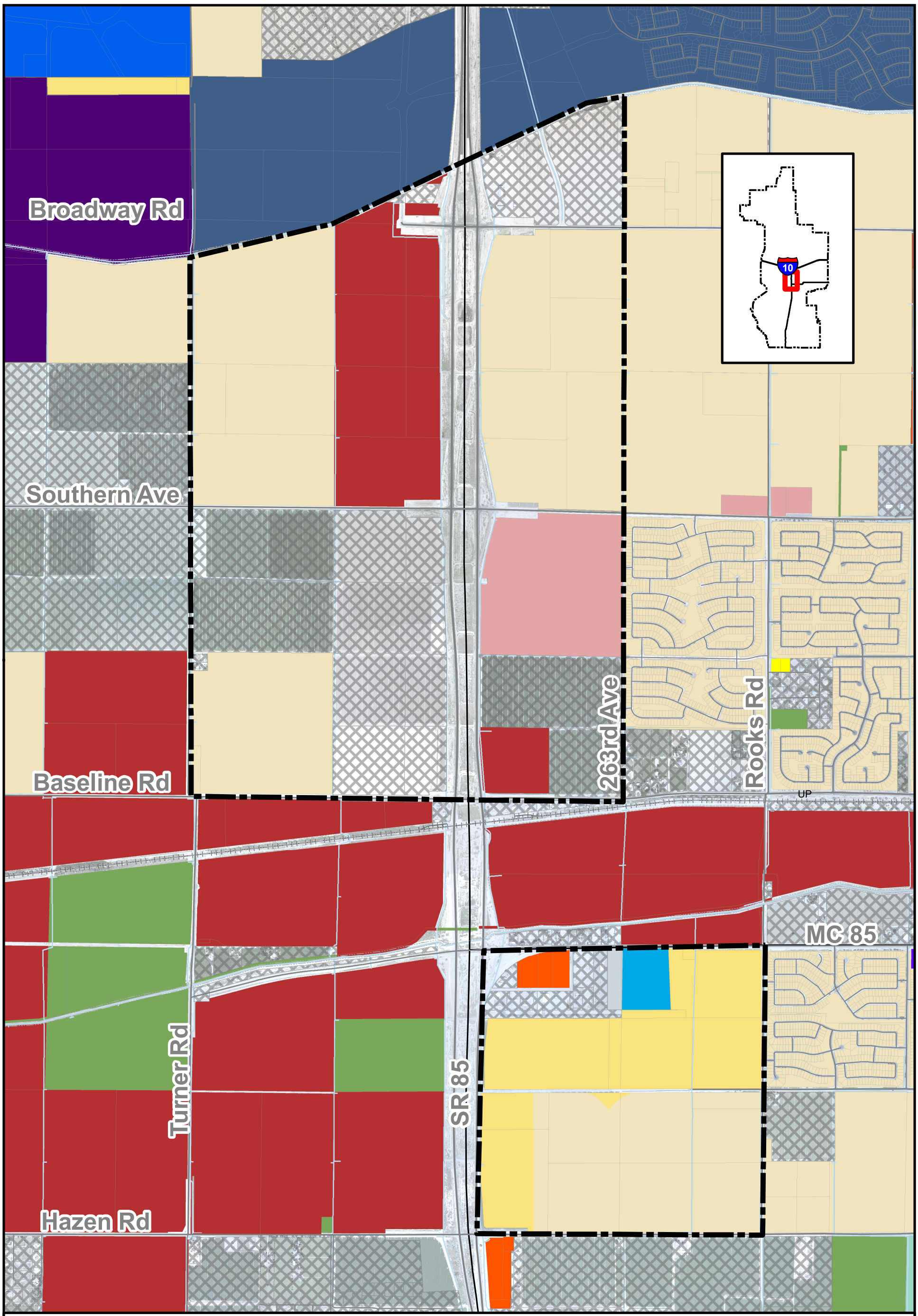
S

Exhibit B



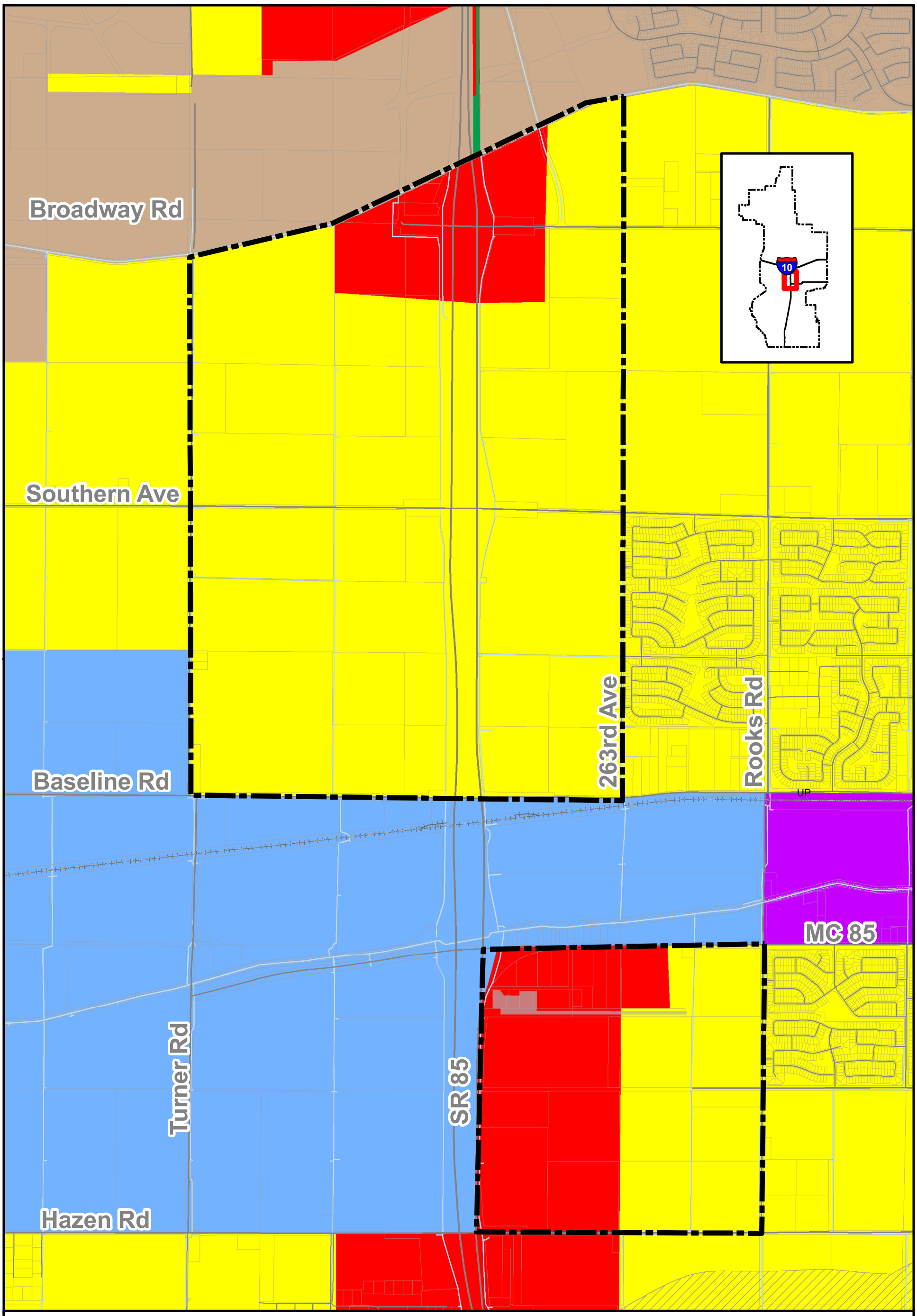
ZONING MAP

BUCKEYE, AZ

- Amendment Area
- Unincorporated
- Rural Residential (RR)
- Planned Residential (PR)
- Planned Community (PC)
- Single-Family Rural Residential (SF-43)
- Silver Rock / PC
- Westwind / PC
- Westpark / PC
- Downtown Commercial (DC)
- Commercial Center (CC)
- Regional Commercial (C-3)
- Business Park (BP)
- General Commerce (GC)
- Special Use (SU)

N W E S

Exhibit C



General Plan
Existing Land Use

BUCKEYE, AZ

- Amendment Area
- Activity Center
- Business Commerce
- Employment
- Neighborhood
- Open Space
- Master Planned Community

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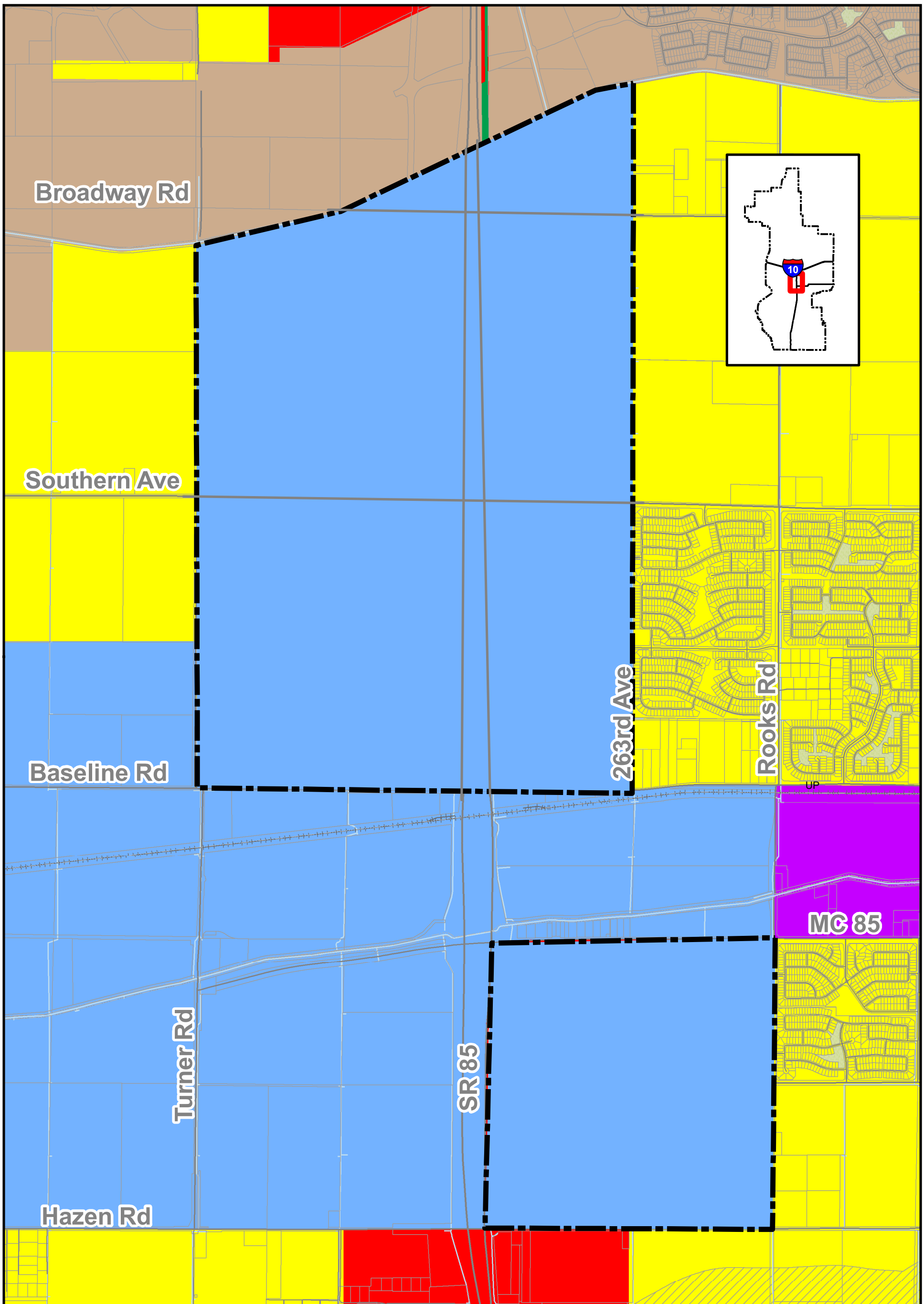

General Plan
Proposed Land Use

BUCKEYE, AZ

- Amendment Area
- Activity Center
- Business Commerce
- Employment
- Neighborhood
- Open Space
- Master Planned Community

N
W E
S

EXISTING EMPLOYMENT LAND USE DEFINITION

Employment	**E**	Employment denotes areas of development that have a focus on employment opportunities that contribute to the overall local and regional economy. This may include industrial uses, such as warehouses and manufacturing facilities, as well as business parks. Industrial uses should be buffered and / or separated from existing or planned residential uses. Planned Area Developments (PAD) within a larger center to accommodate ancillary business services and eating and retail establishments may also be appropriate in this land use designation. Uses within the Employment designation should have vehicular access to major arterials. Zoning districts consistent with this land use designation are: I-1, I-2, BP. *Employment designations closer than 1/2 mile to the Neighborhood designation will be limited to I-1, BP, and PO.

PROPOSED EMPLOYMENT LAND USE DEFINITION

Employment	E	Employment denotes areas of development that have a focus on employment opportunities that contribute to the overall local and regional economy. This may include industrial uses, such as warehouses and manufacturing facilities, as well as business parks. Industrial uses should be buffered and/or separated from existing or planned residential uses. Planned Area Developments (PAD) within a larger center to accommodate ancillary business services and eating and retail establishments may also be appropriate in this land use designation. Uses within the Employment designation should have vehicular access to major arterials. Underlying zoning districts consistent with this land use designation are: 1-1, I-2, BP, and PO. **Employment Transition Area** Property featuring an Employment land use within a quarter mile of a Neighborhood land use is considered the Employment Transition Area (ETA). Development within the ETA is intended to develop in accordance with the Employment designation, but with added emphasis on minimizing impacts to nearby existing and/or future residential uses by presenting an upscale, business park-like appearance from the perspective of adjacent arterial streets, parkways, and freeways. Development within this designation is expected to inwardly orient outdoor storage and/or service areas or, if not feasible, fully screen and buffer those areas from the perspective of adjacent streets. Every effort should be made to minimize impacts from heavy truck traffic on adjoining neighborhoods (existing or planned) by designing collector street or on-site circulation systems to limit usage of adjacent arterial streets, parkways, or freeways and strategically locating access points to reduce conflicts with routine neighborhood traffic. Application of a Planned Area Development (PAD) or Community Master Plan (CMP) overlay may be required for properties with this designation to establish development standards, performance standards, and/or design criteria to ensure the goals within the ETA are met. Underlying zoning districts consistent with this land use designation are: 1-1, BP, and PO, though certain primarily indoor I-2 uses such as heavy manufacturing may be considered as part of the required Planned Area Development (PAD) or Community Master Plan (CMP) if appropriate design measures and performance criteria are incorporated.

BUCKEYE, AZ

CITY OF BUCKEYE
DEVELOPMENT SERVICES

Neighborhood Meeting Summary

City-Initiated State Route 85 Corridor Major Plan Amendment

PLZU-22-00001

Wednesday, March 23, 2022
Virtual Teams Meeting 6:00pm to 7:30pm

Proposal:
A Major General Plan Amendment with two (2) components: 1) Amendment to the Land Use Map, changing the land use designation of approximately 2,648.9 acres from a combination of Neighborhood and Business Commerce to Employment, and 2) Amendment to the definition of the Employment land use category to emphasize and strengthen expectations for industrial development in close proximity to existing or planned residential uses.

Project Locations:
Two (2) non-contiguous areas are subject to the proposed application. The northern area is bounded by Broadway Road/Roosevelt Irrigation District (RID) Canal on the north, the 263rd Avenue alignment on the east, Baseline Road on the south, and Turner Road on the west; and, the southern area is bounded by Maricopa County 85 (MC85) on the north, Rooks Road on the east, Hazen Road on the south, and State Route 85 (SR85) on the west.

Meeting Synopsis:
Mr. Ken Galica, Principal Planner, presented meeting attendees with a comprehensive report of the City of Buckeye's initiated request to amend the General Plan Land Use Map and text to facilitate a future industrial corridor along SR-85 with a new Transitional Industrial land use requiring additional design adjacent to residentially-zoned property and/or Rights-Of-Way (ROW). The General Land Use Plan Amendment process timeline was shared including the submittal process and important hearing dates. The meeting was also intended to provide full transparency of the amendment process and bring attention to upcoming meetings and opportunities for concerned Buckeye citizens, nearby Maricopa County neighbors, and interested Development Partners to take part in future discussions. The virtual presentation was followed by an open forum discussion to engage neighbors to solicit their input on how the project will interact with the surrounding area and respond to participant questions.

<u>Summary of Questions & Concerns:</u>

1. How will the city mitigate the traffic impacts due to increased development?
2. Widening of roadways and reduction of personal property
3. Cost of infrastructure improvements
4. Losing the "small town" feeling
5. How will this investment benefit the residents of Buckeye?
6. Will the Kore Power Battery Plant contaminate wells on private properties located nearby?
7. How will this change affect my property?

Suggestions:

1. Do not change the area, leave as-is. Apply the Industrial use designation in another location.
2. Add additional green space, such as parks, to create buffer between residential and industrial uses.

Question & Answer Summary:

Paraphrased questions received prior to this meeting and their responses, shared with participants:

Question: Will this amendment impact my current zoning or annexation status?

- *Your zoning & annexation status will not change. This General Plan Amendment will provide guidance in the event you want to annex or rezone in the future and will allow you to do so and request Light Industrial (I-1) zoning and develop the site(s) with the types of buildings allowable under this use.* This amendment will not bring (annex) parcels into the city of Buckeye. Annexation will not occur without a formal request/application from the property owner to the City of Buckeye.

Question: My parcel is zoned for Commercial use, is this going to change my zoning?

- *This project will not change a parcel's zoning, only will change the zoning districts an owner can rezone to in the future in the event they may wish to rezone or annex in the future.*

Question: How will buffering be handled to reduce negative impacts to neighbors?

- *Streets will be provided between light industrial and residential uses, landscape buffers and screening will be provided, and truck traffic impacts on neighborhoods will be mitigated through design to the extent possible.*
- *Additionally, the City does not anticipate that all of the amendment area will develop as industrial. As our population increases, it is creating a demand for additional uses in the area that will offer a mix of commercial support services, such as restaurants and retail opportunities, along with entertainment and recreational uses (movies, etc.) which will allow residents to meet more of their needs within the City, instead of traveling to Goodyear, Avondale, or Phoenix.*

Question: What is the status of water and sewer infrastructure improvement? How soon will my property be able to develop?

- *Status of water and sewer improvements within the area varies by location and is parcel specific. Any owner with questions in regard to utilities can contact the City and arrange a meeting where those issues can be discussed.*

Paraphrased questions and concerns shared during this meeting and their responses:

Sebastian Trupiano: What are the dates for the widening of SR 85?

- *Ken: SR 85 does have plans to widen and expand and will likely be combined with the plans for the future Interstate 11 that will provide connection between Tucson and Las Vegas, likely within the next 15 or so years.*

Jack Gilmore: 100% in support of the GPA. Wonders why the City didn't consider extending the Employment all the way north to the interchange with I-10?

- *Ken: The City felt 2,700 acres was a significant size for now. Additionally, residents would like to see retail and commercial opportunities, movie theaters, and other entertainment options so they don't have to keep traveling outside of Buckeye. We wanted to reserve that land to the north, which is probably most visible up at the intersection of the two freeways, for future retail, restaurant, office, and similar development.*

Karen Schmul: Will a recording of this meeting be available and can it be posted to social media?

- *Ken: I would be happy to share the recording over email.*

Tommy Dee: What is being constructed at 85 & Hazen? Concerned the City is now asking for permission to zone for something currently in construction.

- *Adam Copeland, Deputy Director of Planning: The APS Hub Facility is under construction at that location.*
- *Ken: Shared the current Land Use Map with meeting participants to show APS Hub Facility is within the Employment land use designation that is already in place. This amendment will expand that designation over a wider area, tying into the existing area and building upon anticipated projects such as Kore Power.*

Tommy Dee: What is being done to preserve the historical Old US 80 that is going to fall into this corridor section?

- *Ken: Good question, unrelated to this plan, we will be working on a downtown Buckeye Specific Area Plan. As part of that plan, we will be looking at how to best preserve our historical resources. Though this amendment area is a little outside the boundaries of our downtown, it should still include some recommendations that will be applicable.*

Brandon: With 3,000 new jobs coming to Buckeye. How is the City of Buckeye going to address the additional traffic on Southern Ave and Baseline Rd and other streets around the area?

- *Ken: The capacity of these streets will be enhanced as development progresses. Ultimately will be widened to 2 or 3 lanes in each direction depending upon the street. Typically, each development would construct improvements along their frontage, if any gaps remain, those could be completed by future City projects.*

Wayne P: Lives in Encantada, off Rooks Rd is concerned about the increased traffic around home. Would like to be more green space built to enhance the buffer? Likes rural life and the lifestyle it affords; would prefer less development.

- *Ken: Green space associated with developments will be private landscaped areas, but they will be significant for the light industrial projects. Circulation and traffic may be aided by projects improving adjacent streets as well as building new collector roadways internal to the developments.*

Carren S: Who pays for the widening of the roads?

- *Developers typically pays for the road improvements adjacent to the property being developed. Where there are gaps or if the City wants to improve a street before development occurs, the City can program a street improvement project as well, such such as the Miller Road project currently underway.*

Carren S: Real Estate agent excited about the GPA. How can I share this information as a positive with clients; with the increase in traffic and expenditures, how does this benefit the City?

- *Suzie Boyle, Economic Development Manager: Specifics of tangible revenue are unavailable at this time, however anytime employment comes in capital dollars are invested into the community. The capital investment provides benefits back to the city from a revenue prospective whether that be for property taxes and indirect revenue that comes in peripherally.*

Marvin John: Concerned with future widening of Baseline Road and suggested Kore Power use alternate routes of ingress/egress and not use Baseline Road. What are the plans to widen Baseline Rd.? If widened, where will the extra acreage come from? Could the right-of-way be taken from the railroad frontage? Why didn't Kore Power pick a location west of SR85 and leave Baseline Rd alone? Why didn't they do their due diligence and see the impact they'll have on our property values; we are basically catering to large manufacturers. We have lived in Buckeye for 40+ years and don't want to lose our front yard. How do we get compensated or reimbursed for the loss of our property value?

- *Ken: The Kore Power property already has General Commerce (GC) zoning which allows for industrial use, which it has had for quite some time, and the General Plan designation of that property is already Employment. One of the reasons Kore Power picked the site is because it was already zoned to accommodate what they are looking to do.*
- *Ken: Initial plans for Kore Power do provide access to the site directly from SR85 as well as from Rooks Road along with Baseline Road. Fire code requires the site to have multiple points of ingress/egress; there has to be multiple points of access to the property in the event one way may be blocked, fire responders can still get to the facility. The site plan exhibit for Kore Power is conceptual at this point, as there has not been a formal submittal for the site.*
- *John Willett, City Traffic Engineer: The anticipated buildout for Baseline Road is (2) lanes in each direction, with a raised median or middle turn lane. Before the road is widened from its current configuration, the city will hire a consultant to study and determine what the ultimate alignment and finalize what the configuration will be. The study will determine the ultimate footprint required and how that will affect everyone along the corridor and then the consultant will adjust things. Typically the railroad will*

not permit colocation of City infrastructure on property owned by the railroad, but we will coordinate with them (UPRR) to determine if that is an option in this case. Possible reasons for choosing their location (Kore) was the direct access to the railroad. The availability of water and sewer today versus 5 years down the road may have been an additional consideration.

- *Brian Craig, Director of Development Services: The topic begs a larger and more focused discussion, suggested a separate meeting of concerned citizens to dig a little deeper into these specific issues with all affected parties. (Note: A follow-up meeting with Mr. John and a larger group of residents within the county island along Baseline Road between SR85 and Miller Road was held on April 4, 2022)*

KathyYokum: Has similar concerns similar to Mr. Marvin John as a resident along Baseline Rd. and would like to be on record as such. Please include in future meetings to discuss concerns. Will Kore Power contaminate the groundwater?

- *Ken: Staff will keep Ms. Yokum apprised with regard to Baseline Road (Note: Ms. Yokum was in attendance at the follow-up meeting on April 4, 2022).*

Wayne P: When would shovels be going in the ground (for Kore Power) and other developments along the SR85 corridor?

- *Ken: The timeline for development is very property specific and water specific. Kore Power has an identified water solution and may be under construction within the next year. Other properties on the east side of SR85 could be under development within the next (1) to (2) years. With a couple exceptions, properties west of SR85 likely will take longer as a water solution for those properties is a little further out unless property owners combined their efforts to expedite some water system improvements in the area. James Humble Sr. Civil Engineer, invited to weigh-in.*
- *James Humble, Senior Water Resources Civil Engineer: Regarding the SR85 corridor, the City can serve Kore Power. The historic downtown area will be providing their own fire protections on their site. West of SR85 will be either in the future water campus #5 or to the north closer to I-10, water campus #6. The City has plans to purchase land for future water campus number 5 somewhere in the area of Baseline Road and Wilson. It is in our current CIP, however our central focus for the CIP budget is the timing of the new Faralon Water Campus over on Rooks & Roeser. Regarding the earlier question of groundwater contamination by Kore Power, current state and federal environmental requirements are very strict and modern industrial uses typically minimize any pollution including to groundwater. Groundwater contamination due to chemical spills and things like that are rare nowadays.*

Ken reminded the group of the next steps, upcoming meeting dates and times, thanked all participants for attending and participating in the discussion, and closed the meeting.

<u>Next Steps:</u>
Important Upcoming Dates:
First Planning & Zoning Commission Meeting: April 26th 2022 (Coyote Library)
Second Planning & Zoning Commission Meeting: May 10th 2022 (Council Chambers)
City Council Meeting: May 17, 2022 (Council Chambers)

Attendees:

City of Buckeye Staff (11):

Ken Galica, Principal Planner, Presenter
Brian Craig, Director of Development Services
Adam Copeland, Deputy Director of Planning
Hobart Wingard, Principal Planner
Wendy Downing, Project Coordinator
Suzanne Boyles, Economic Development Manager
Ashley Mazariegos, Economic Development Analyst
John Willett, Traffic Engineer, Engineering
James Humble, Sr. Civil Engineer, Water Resources

Residents/Interested Community Partners (63):

Clay Goodman, Councilman District 6
Tedy Burton, Planning & Zoning Commission
Vice Chair
Adam (Guest)
Anita Lallian
Barbara Kostick (Guest)
Bob west (Guest)
Brad Kuiper
Brandon
Candi Youngker (Guest)
Carl Cabaniss II
Carren Schmoll
Diane Spooner (Guest)
DJ Beech
Dominic Alba
Grant Kingdon
Gutzman, Janine
Jack Gilmore
Jay (Guest)
JD
Jose
Kathy Beamis (Guest)
Kathy Yocham
Kenneth Judd
Kurt A. Jones
Laura E
Les Heiden (Guest)
Linda (Guest)
Lisa Bohannan
Lydon, Tony
Marcia John
Maria
Osbaldo Arambula
Reese Anderson
Mark Sims
Max Xander (Guest)
Mel Bodily
Todd Narramore
Tommy Dee
TTJR (Guest)
Ty Wiest
Ty Wiest
Wayne P (Guest)
Stephen Huey
Terry (Guest)
Terry Klinger
Tia
Rico West
Rick West (Guest)
Sebastian Trupiano
16233361749
14804429346
16028854858
16024183380
18062363114
14802329041
17757473444
16022280217
17122394353
16025094864
17022861605
14803320706
16026229099
16022927998
16023703041
14802903048

PLZU-22-00001 SR85 Corridor Major GPA

Compilation of Public Comment via Website and Social Media

Website Comment #1 – March 9, 2022 – Melissa Hamilton

I really hope that if the city is going to put more businesses in that area that they will add more stop lights to help with traffic Crossing the 85. And my only other worry is how much more traffic is this going to cause downtown buckeye.

Website Comment #2 – March 14, 2022 – Rebekah Lopez

I live here. I do not want this to be changed to "employment" zone. This is right by my house. Put this stuff somewhere else, farther away from housing areas.

Website Comment #3 – March 15, 2022 – Marvin John

We live close to these areas so we need to know what is going on.

Website Comment #4 – March 16, 2022 – Kelly Criner

I am very interested because I intend to buy a home near there.

Website Comment #5 – March 18, 2022 – Ishah Whipple

I would love to see a mall in that area. A mall or some sort of center like Westgate where there is a movie theater and some sit down restaurants, a Trader Joe's, maybe even a Sam's Club. While I love that more families are moving into the area, it would be nice for us to be able to spend our money within our community instead of having to drive to Surprise or Goodyear. I would even love a larger community center like the one they completed in Goodyear. Somewhere families can go for activities.

Website Comment #6 – March 18, 2022 – Hailey Delacy

Looking for information

Website Comment #7 – March 18, 2022 – Mona Uballe

I'm currently not within the city limits. Does this mean my property will be incorporated? I do not want my property incorporated. It will change my property tax status

Website Comment #8 – March 18, 2022 – Cheryl Pierce

My neighborhood sits on a Maricopa County island. We, DO NOT want to be annexed into the so called city of buckeye. I'm a 3rd generation native and lived at my residence for 60 years. I don't think Buckeye gives a rats ass about the people that have had longtime businesses here, it's all about the "newbies" and the almighty dollar. Yes, this neighborhood will come here what's going to happen to us.

Website Comment #9 – March 19, 2022 – Erica Partida

I think the plans should remain a combination of Neighborhood and Business Commerce.

Website Comment #10 – March 19, 2022 – Brandon Ryan

I don't think it's a good idea we need more residential area, too many commercial items on miler already it's going to be another tollenson all ware house and not restaurants or stores

Website Comment #11 – March 20, 2022 – Nathen Madden

I suggest amending this to include a commercial buffer so as not to disrupt residencies as shown in the attachment

Website Comment #12 – March 20, 2022 – Nathen Madden

I suggest amending this to include a commercial buffer so as not to disrupt residencies as shown in the attachment

Website (Reply to Response) Comment #13 – March 21, 2022 – Ishah Whipple

Thanks so much! I'm big on using my money in the town I live in. While I don't mind the warehouses, I like the thought of having things like restaurants, movies, and community centers to go to in town so I don't go and spend my money elsewhere. I appreciate you hearing my thoughts.

Website (Reply to Response) Comment #14 – March 21, 2022 – Nathen Madden

I'd reccomend at minimum a 1/2 mile distance from residential for heavy industrial use, and a 1/4 mile for light industrial unless located along the rail line. Continuing employment zoning along the SR 85 as described in my previous email would supplement the reductions. Dedicated commercial zones are better served along the Avenues rather than a collector road such as this.

Website Comment #15 – March 21, 2022 – Wayne Pierce

I would certainly like to see a reasonable buffer between uses along SR85 and neighborhoods adjacent such as ours. Working our way thru warehouse and industrial areas across the street from our neighborhood is not why we chose to move to Buckeye in the first place. The headlong rush for development with little regard for existing neighborhoods and the complete lack of open space hardly fits the rural to semi-rural lifestyle many, if not most, of Buckeye's residents came here for.

Website Comment #16 – March 22, 2022 – Christopher Lauridsen

Do not bring this to our city. The farm land needs to stay in buckeye. Pushing the farm land farther out is stupid. Why not build on sun valley parkway and the I-10? Tons of land that needs to be used.

Website Comment #17 – March 23, 2022 – Christopher Flowers

How will this effect home values in the area? Can we get information independent from the city from realtors, that have shown home values along the 303? I know "the boom" values went up regardless, I would like some independent information. Also we don't need MORE semi's coming across Southern through our neighborhoods.

Website Comment #18 – March 23, 2022 – Lewis Williams

I hope that you keep the land around SR85/I-10 for a development like 99th ave. That seems like the same intersection please push for commercial business like that in that area. SR85/MC85 could be another focus for retail but I believe there is already some large wear houses planed for that area. The rest of the SR 85 could be big distribution. We need both. Please widen Miller and Watson and put the water lines out to sr 85 for theses future developments

Instagram Comments

devious_mama You will need to update SR85 if that happens. There are too many accidents on that stretch between MC85 and the I10. People don't know how to use stop signs or just blatantly run them and are oblivious to the 55 posted speed limit.

3d Reply

nessavdv Please no more warehouses! Or new neighborhoods Traffic is horrible and crime going up

3d 3 likes Reply

joyce.myers.773 Open the Verrado exit!! Please!!

4d 2 likes Reply

alexmedic77 More industrial garbage buildings. Good job buckeye city council

4d Reply

dthomas909 Fix the damn verrado exit

4d 2 likes Reply

healingcavelady fix the verrado exit please

4d 1 like Reply

mm_phx That's room for a lot of stop signs

mm_phx Jackrabbit trail!! Stop signs are garbage, add some lanes and the ghetto mall needs to go, Buckeye is the fastest growing city, I'm sure you all have plenty of tax revenue to fix that and Yuma and Verrado, Buckeye should be embarrassed when compared to Goodyear and their infrastructure development

16h Reply

dthomas909 Fix the damn verrado exit

21h Reply

shell.owen please clean up jackrabbit, it's embarrassing

1d 6 likes Reply

Hide replies

fammlw @shell.owen yes!!!

1d 1 like Reply

duncanfamily_4 @shell.owen I was thinking the same damn thing! It's horrible 😩

1d 1 like Reply

swinedezine @shell.owen 💯!! Jackrabbit is an eyesore for sure!

17h Reply

Nextdoor Comments

Susan M. • Sunset Vista

Glad to see Buckeye trying to build up additional employment opportunities but you guys are missing two huge issues. There is no such thing as entertainment in Buckeye and the water sucks especially when you tried to manage Water Resources away from Global Water.

The biggest beef is the lack of vision in Old Town Buckeye. You will never become a Scottsdale unless you Revitalize. Look at Fullerton California and how they went from a cesspool of crime and empty buildings into a wonderful tourist area.

16 Mar Like Reply Share ❤️ 2

Facebook Comments

Buckeye, AZ City Government
March 19 at 9:30 AM ·

We want to hear from you!
The city is proposing a Major General Plan Amendment for 2,700 acres along SR-85. You can attend a virtual meeting on Wednesday, March 23 at 6:00 p.m. to learn more.
For details on the amendment 👉
https://loom.ly/va_JBu4

54 29 Comments 15 Shares

Like Comment Share

Yvonne Varela
Can we get some restaurants around to dine in maybe even a mall we don't need anymore houses around😒
5d 15

Wade Scianimanico
Yvonne Varela if you put in restaurants and malls you're not only inviting more houses but apartments and condos as well... more businesses means more people 🤦
5d 4

Chuggapyro Chuggapyro Chuggapyro
Yvonne Varela you need people for business to exist
4d

Lucinda Pierce
Chuggapyro Chuggapyro Chuggapyro we have more than enough out here.
4d

Kim Pirtle
The infrastructure needs to be fixed before anymore growth. The freeway should be widened even more. I have lived here for 22 years and it's annoying how long I have to sit in traffic everyday, because we didn't think enough ahead to fix the freeways before growth.
2d 4

Deanna Moore Moreno
I hope the city of Buckeye moves quickly to install a traffic light at Frys. It's almost impossible to get out of there!
5d 9

Deanna Moore Moreno
Which is unfair because Walmart has a light!
5d

John Koutras
Deanna Moore Moreno just don't try to cross over 6 lanes and you will be fine.
2d

Alex Gonzalez
This is just for industrial buildings. Will not bring in business. Just make traffic Worse in that area. City council loves them, they bring some money to their budget. But overall all they are an eye sore and not worth it. Goodyear messed up the 303 and gave away land that could have been built to better the city to just industrial park garbage 🗑️
5d 15

Chuggapyro Chuggapyro Chuggapyro
Alex Gonzalez industry has to exist somewhere. There is no better place than along the collector roads. Have business along the Avenues and residential behind the businesses on low density roads
4d

Lucinda Pierce
Chuggapyro Chuggapyro Chuggapyro you must not live in the areas that will be affected. It will bring more congestion & crime to these areas.
4d 3

Melissa Whitehead
👎
4d 2

Mark Mark
This is great news!! Bring in the high paying jobs people in this city need.
4d
1 Reply

Jace Backus
Reading this article makes me OUTRAGED! Buckeye has sold out! It's no better than cesspool of Phoenix. Stop trying to grow, and focus on fixing the mess you've already created! Our governing body is full of mostly idiots. No residents want anything close to your plans for this town. WE DON'T WANT INDUSTRIAL GROWTH! No matter how much tax revenue or shady money deals it brings into Buckeye. If a loaded vote is all it takes to amend zoning rules, maybe you should have done the same thing to reject the atrocity you created with the warehouses in the Westpark neighborhood! I don't care if it "paid for Miller road improvements or not! I was totally fine with the way it was if that is the trade off. Five Below and the other warehouse should have been approved for THIS location NOT in the middle of town! ENOUGH IS ENOUGH!!! If you want to LEAD this community, then open your ears and close your freaking wallets!!
5d Edited 28

Chuggapyro Chuggapyro Chuggapyro
Jace Backus I agree with the west park industry being bad planning, but that was prezoned 20 or so years ago. What they are trying for now is more sensible. Industry should exist along the collector roads. That is what this expansion is. SR85 & MC85 have alot of good land that runs along the rail line which is perfect for industrial planning. If they play it smart and design around it with strategic commercial zoning you can have very peaceful residential areas
4d 4

Lucinda Pierce
Chuggapyro Chuggapyro Chuggapyro are you kidding? Right because they've done such a great job so far. And now putting industrial next door to where we live. Absolutely not.
4d 2

Jorge Alvarado
Jace Backus amen
3d

Allison Benninghoff
Chuggapyro Absolutely agree. I think people fail to realize that the council that approved that land for commercial zoning was 20+ years ago, not a single one of them are currently on council. Additionally, it's all private property, not city owned therefore land owners will sell/build whatever is most lucrative. While it's absolutely sad that the small town of Buckeye is nothing more than a memory, it was always the plan. Buckeye is the largest city in all of Arizona. The capacity for growth is pretty remarkable. The only way to get all of the amenities that people desperately want (and blame the city for not having) is to bring more home and more jobs. That's how it works. You can't have your small town and expect big business to want to come.
15h Edited

Jace Backus
Allison Benninghoff while I do understand the unfortunate zoning loop hole that allowed for warehousing, I am still, as a resident of Buckeye, and one who lives close enough to throw a rock at the warehouses, am allowed to express my distaste for the development.

Additionally, Buckeye was large to start yes but, they have been annexing public land from BLM for several decades which I don't agree with. Even Tonopah is selling out as they too are trying to dissolve the town into Buckeye. You say all the city officials are new, and this I know. You do know that the current mayor was voted in during the COVID lockdowns with a mere 12,000 supporting votes from Buckeye residents 🙄. In a city of almost 100k that's all it took for a residential and commercial concrete supplier and developer to get elected! Shortly after, the city held "public" meetings where the approved the Five Below and neighboring warehouse. While I don't like either, public input might have required changes, like the color of Five Below and their ghetto fencing. At least the Funko building is done in better taste. They don't care about this part of Buckeye anymore. Look at where both the previous and current mayors live, Verrado. All the buildings and architecture is spot on. Nothing out of place. Verrado is just a flipping neighborhood, and even their community bylaws are able to keep distasteful looking buildings out. Miller Rd is 3 truck stops and 3 warehouses. How would you feel if that was now your "community"?

I was on many of the Zoom calls that were attended by city zoning members and the property developers. Hopefully a few of my suggestions and complaints will be address during the widening of Lower Buckeye. I guess only time will tell....

Now, I'm not a Buckeye native, but I did grow up riding and shooting out here. My wife is, and we've been here for almost 20yrs. Some of us still think arrowhead is plenty close for growth and development. The only thing I need or require from Buckeye is a peaceful town to raise my kids, not employment, not restaurants, nor entertainment.... I drive 40 miles each way to work for a reason, cause I don't want to live in a filthy city.....I guess it's to late for that....

I'll quit rambling but, it just irks me too see what this town has turned in to..... 😔

4h

Allison Benninghoff
Jace, we must be neighbors. I could also throw a rock. I live on Ripple. I'm sad about it too, it's a bummer and for sure was disappointing. It's definitely not what we ever planned on living by.

In full transparency, I work for a city council member (their actual job outside of the city) so I feel like I have a pretty decent grasp on the all the happenings with the council as well as the land and who it belongs to- that's directly related to my job, again I do not work for the city. And no, my viewpoints and opinions/perspectives do not necessarily match theirs. Verrado is beautiful, and the esthetic was extremely intentional, and also comes at a price.

We live in Buckeye for many of the same reasons it sounds like. A semi rural community that was safe and quiet. That's not where we live now. And like I mentioned, development was always the plan of the city. Development shouldn't be a surprise. The dollar always has a heavy hand. And it's not just the city. Many land owners (farmers) have made or stand to make hand over fist. Much of what we see as green space is already sold to developers. The growth will continue to happen at a rapid speed. It's caused my husband and I to consider moving to a place much like what Buckeye used to be.

I apologize if my initial response carried a tone. It sounds like you've done your homework and your civic duty to understand the over all process. Most Buckeye residents haven't and are very misguided about how it works. They're the ones begging for entertainment, shopping and restaurants and blame city officials for that not happening without having even a clue to how it works. It is beneficial to the city to have those places come in, they are not the barrier to making that happen. The size of Buckeye compared to population and median home income is directly related to business wanting to come in. Basically, it would appear that our population is too small for how "big" Buckeye is (inhabited land or not) and that we don't have enough homes that could create profitability for those businesses based on income data. But I digress.

No need to apologize about rambling, I do the same, especially when it's a topic of importance to me.

3h · Edited

Exhibit G

GAMMAGE & BURNHAM
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December 21, 2021

Via Email:(bcraig@buckeyeaz.gov)
Mr. Brian Craig
City of Buckeye
Community Development Director
530 E. Monroe Ave.
Buckeye, AZ 85326

Re: Buckeye General Plan Update

Dear Brian:

This firm represents TGV Investments, LLC, ("TGV") the owner of approximately 307 acres on the east side of South Turner Road between West Baseline Road and West Southern Avenue. Specifically, the Assessor Parcel Numbers are 504-39-016, 504-39-017A, 504-39-018A, 504-39-018B. TGV supports the City of Buckeye's proposed 2022 Major General Plan Update application to change the general plan designation from residential land uses to employment land uses on the TGV parcels listed above. Given the proximity of State Route 85 and the location of the railroad, we think that these parcels are well suited for future industrial and employment uses.

However, we are concerned about the proposed hashed/transition areas on the general plan designations. We would prefer not to have any hashed areas superimposed on the general plan designations. The current Buckeye General Plan Map does not have hashed/transition areas. We do not think the 2022 General Plan update needs hashed/transition areas. We believe the hashed areas will cause confusion for the City and/or the community when they try to interpret the intent of the transition area.

While we understand the City is sensitive to high intensity land uses adjacent to the residential areas, we think restrictions such as not locating heavy truck use near residential, landscaping, limited exterior lighting, and similar controls for the portions closest to the residential neighborhoods should be discussed during a zoning process when the City is reviewing a site plan. Therefore, we ask that the City remove the hashed transitions areas on the general plan designations.

Otherwise, TGV is happy to support the City's Major General Plan Update Application and we look forward to working with you during the process.

Sincerely yours,

GAMMAGE & BURNHAM, P.L.C.

By

Manjula M. Vaz

MMV/bbb

From: Jason Eisenberg
To: Brian Craig
Subject: Letter of Support
Date: Monday, January 3, 2022 4:05:08 PM

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

Brian,
My name is Jason Eisenberg and our development company, Eisenberg Company, is under contract to purchase the 220 acres at the NWC of Baseline and Hwy 85. I am writing you to both introduce myself as well as offer our support for the upcoming General Plan Amendment for the parcel. If you need anything from us my contact information is below. I am sure our paths will cross in the very near future.

Jason R. Eisenberg, CCIM
Eisenberg Company
Tel: 602-468-6133 | Cell: 602-708-3137
2710 E. Camelback Road, Suite 210 | Phoenix, AZ 85016
Jason@Eisenbergcompany.com | www.eisenbergcompany.com

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STEPHEN W. ANDERSON
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(602) 256-4422

May 5, 2022

Hobart (Bart) Wingard
Principal Planner | Development Services
City of Buckeye
530 E. Monroe Avenue
Buckeye, AZ 85326
hwingard@buckeyeaz.gov

Re: SR 85 Corridor General Plan Amendment – PLZU-22-00001

Dear Bart:

Creation RE is under contract to acquire 265 acres located at the southeast corner of Southern Avenue and SR 85. This property is included within the 2,650 acres that are the subject of the City's proposed General Plan Amendment, Case No. PLZU-22-00001.

Creation RE is writing to indicate its support for the proposed General Plan Amendment ("GPA"). We have been monitoring the GPA since the City initiated the case. We believe the GPA is an appropriate one, and important to planning responsibly for the City's future.

In addition, as you know, we have been working on our own entitlement efforts for our parcel. Just last week, we were excited to witness the City Council approve the annexation of the southern half of our site into the City of Buckeye. This action cements our position within the City's jurisdiction, and we are excited to now firmly be a part of the City. We also have rezoning and site plan applications pending with the City and look forward to sharing those requests with the Planning and Zoning Commission and City Council soon. If our project is ultimately approved, Creation RE will be investing somewhere between $350 and 400 million in the City, generating thousands of quality construction and permanent jobs. We are also excited to see the City's test well out on our site at the moment. As you know, while we need only a single well to serve our project, our site is large enough that we can provide the City with as many as four well sites, assisting the City with its future water needs for the Farallon Water Treatment Facility.

We will be in attendance at the Commission and Council hearings in the new few weeks as they consider action on the General Plan Amendment. We hope they will agree with staff's

recommendation and join us in supporting this critical step in the long-range development of the City of Buckeye.

Sincerely,

GAMMAGE & BURNHAM, P.L.C.

By

Stephen W. Anderson

SWA/mwk
Enclosures

Excerpt of Buckeye Development Code, Article 10: Definitions

Manufacturing, Heavy

An establishment engaged in the manufacture or compounding process of raw materials. Such activities may include the storage of large volumes of highly flammable, toxic matter or explosive materials needed for the manufacturing process. Examples include, but are not limited to: refining or initial processing of raw materials; rolling, drawing, or extruding of metals; asphalt batching plants; sawmills; meat slaughtering or packing house; and manufacture or packaging of cement products, feed, fertilizer, flour, glue, paint, petroleum products, soap, turpentine, varnish, charcoal, or distilled products.

Manufacturing, Light

An establishment engaged in the manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales, and distribution of such products, but excluding basic industrial processing. Examples include, but are not limited to: airplane, automobile, or truck assembly, remodeling, or repair; bottling works; boat building, machine or blacksmith shops; metalworking or welding shops; paint shops; and printing and publishing shops.

WHEN RECORDED RETURN TO:

City of Buckeye
ATTN: Lucinda J. Aja, City Clerk
530 East Monroe Avenue
Buckeye, Arizona 85326

RESOLUTION NO. 47-22

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING A MAJOR AMENDMENT TO THE GENERAL PLAN TO AMEND THE DEFINITION OF THE EMPLOYMENT LAND USE CATEGORY, AND TO AMEND THE LAND USE MAP ON APPROXIMATELY 2,649 ACRES IN TWO NON-CONTIGUOUS AREAS, BOTH GENERALLY LOCATED BETWEEN HAZEN ROAD AND THE ROOSEVELT IRRIGATION DISTRICT CANAL, AND BETWEEN TURNER ROAD AND ROOKS ROAD, FROM A MIX OF NEIGHBORHOOD AND BUSINESS COMMERCE USES TO EMPLOYMENT.

WHEREAS, the City has initiated a Major Amendment to its adopted General Plan, which includes a text amendment to the definition of the Employment land use category (the "Text Amendment"), and an amendment to the Land Use Map in two non-contiguous areas, both generally located between Hazen Road and the Roosevelt Irrigation District Canal, and between Turner Road and Rooks Road (the "Map Amendment"); and

WHEREAS, the Text Amendment will define an employment transition area within one quarter mile of a Neighborhood land use; and

WHEREAS, the Map Amendment will amend the Land Use Map on approximately 2,649 acres from a mix of Neighborhood and Business Commerce uses to Employment; and

WHEREAS, this Resolution has been properly noticed for public hearing in compliance with Section 8-3-2 of the Development Code of the City of Buckeye and ARIZ. REV. STAT. § 9-461.05 and 461.06; and

WHEREAS, the City has provided an opportunity for official comment by public officials and agencies, the county, appropriate school districts, associations of governments, public land management agencies, other appropriate governmental jurisdictions, public service corporations, civic, and other stakeholders; and

WHEREAS, the Buckeye Planning and Zoning Commission has recommended approval of this Major Amendment after holding two public hearings, with one on April 26, 2022, at the Coyote Branch of the Buckeye Public Library and one on May 10, 2022, at City Hall; and

WHEREAS, the Planning and Zoning Commission recommended this Major Amendment for approval on May 10, 2022; and

WHEREAS, the proposed Major Amendment would have the effect of revising the text and Land Use Map of the General Plan as referenced in this resolution; and

WHEREAS, approving this Major Amendment is consistent with the purposes and intent of the General Plan.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of Buckeye, Arizona, that:

Section 1. The above recitals are hereby incorporated as though fully set forth herein.

Section 2. The Mayor and Council of the City of Buckeye, Arizona finds and determines that notice has been given in the manner required by ARIZ. REV. STAT. § 9-461.06.

Section 3. The State Route 85 Corridor Major General Plan Amendment, Case Number PLZU-22-00001, is hereby approved.

Section 4. Upon the effective date of this Resolution, the Zoning Administrator is directed to make the appropriate changes to the text of the General Plan, as reflected in **Exhibit A**, attached hereto and incorporated herein by reference, and to the General Plan Land Use Map, as reflected in **Exhibit B**, attached hereto and incorporated herein by reference, to reflect this approved Major General Plan Amendment.

Section 5. 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 17th day of May, 2022.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

JAG:jag 4443674.4 5/9/2022

EXHIBIT A
TO
RESOLUTION NO. 47-22

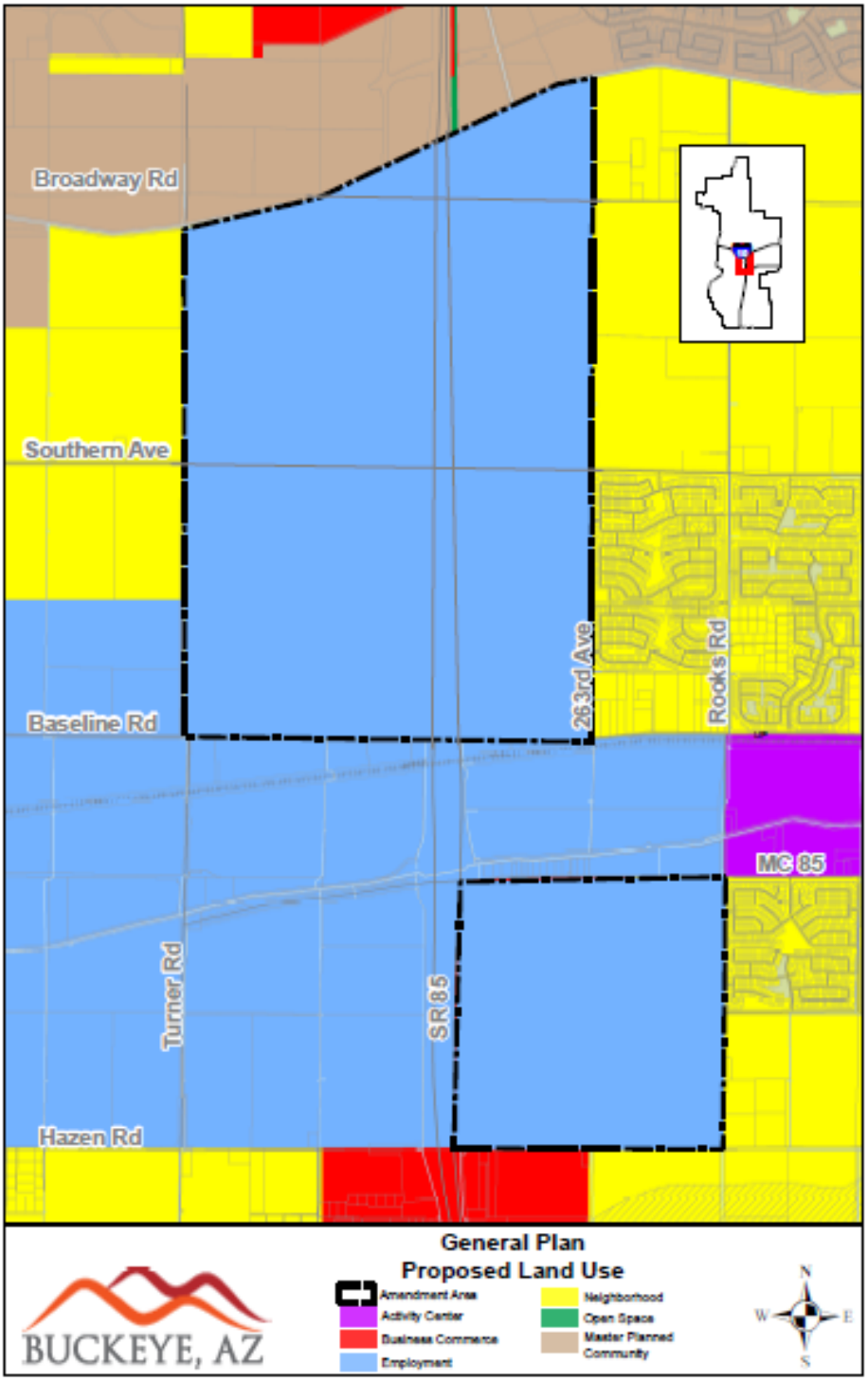
[Text Amendment to General Plan]

Amended to:		
DESIGNATION	COLOR	LAND USE DESCRIPTION
Employment	E	Employment denotes areas of development that have a focus on employment opportunities that contribute to the overall local and regional economy. This may include industrial uses, such as warehouses and manufacturing facilities, as well as business parks. Industrial uses should be buffered and/or separated from existing or planned residential uses. Planned Area Developments (PAD) within a larger center to accommodate ancillary business services and eating and retail establishments may also be appropriate in this land use designation. Uses within the Employment designation should have vehicular access to major arterials. Underlying zoning districts consistent with this land use designation are: 1-1, I-2, BP, and PO. **Employment Transition Area** Property featuring an Employment land use within a quarter mile of a Neighborhood land use is considered the Employment Transition Area (ETA). Development within the ETA is intended to develop in accordance with the Employment designation, but with added emphasis on minimizing impacts to nearby existing and/or future residential uses by presenting an upscale, business park-like appearance from the perspective of adjacent arterial streets, parkways, and freeways. Development within this designation is expected to inwardly orient outdoor storage and/or service areas or, if not feasible, fully screen and buffer those areas from the perspective of adjacent streets. Every effort should be made to minimize impacts from heavy truck traffic on adjoining neighborhoods (existing or planned) by designing collector street or on-site circulation systems to limit usage of adjacent arterial streets, parkways, or freeways and strategically locating access points to reduce conflicts with routine neighborhood traffic. Application of a Planned Area Development (PAD) or Community Master Plan (CMP) overlay may be required for properties with this designation to establish development standards, performance standards, and/or design criteria to ensure the goals within the ETA are met. Underlying zoning districts consistent with this land use designation are: 1-1, BP, and
Previous Text:		
Employment	E	Employment denotes areas of development that have a focus on employment opportunities that contribute to the overall local and regional economy. This may include industrial uses, such as warehouses and manufacturing facilities, as well as business parks. Industrial uses should be buffered and/or separated from existing or planned residential uses. Planned Area Developments (PAD) within a larger center to accommodate ancillary business services and eating and retail establishments may also be appropriate in this land use designation. Uses within the Employment designation should have vehicular access to major arterials. Zoning districts consistent with this land use designation are: I-1, I-2, BP. *Employment designations closer than 1/2 mile to the Neighborhood designation will be limited to I-1, BP, and PO.

JAG:jag 4443674.4 5/9/2022

EXHIBIT B
TO
RESOLUTION 47-22

[Amendment to General Plan Map]



JAG:jag 4443674.4 5/9/2022

Employment denotes areas of development that have a focus on employment opportunities that contribute to the overall local and regional economy. This may include industrial uses, such as warehouses and manufacturing facilities, as well as business parks. Industrial uses should be buffered and/or separated from existing or planned residential uses. Planned Area Developments (PAD) within a larger center to accommodate ancillary business services and eating and retail establishments may also be appropriate in this land use designation. Uses within the Employment designation should have vehicular access to major arterials.

~~Zoning~~Underlying zoning districts consistent with this land use designation are: ~~I~~1-1, I-2, BP, and PO.

~~*~~**Employment** ~~designations closer than 1/2 mile to the Neighborhood designation will be limited to I-1, BP, and PO.~~**Transition Area**

Property featuring an Employment land use within a quarter mile of a Neighborhood land use is considered the Employment Transition Area (ETA). Development within the ETA is intended to develop in accordance with the Employment designation, but with added emphasis on minimizing impacts to nearby existing and/or future residential uses by presenting an upscale, business park-like appearance from the perspective of adjacent arterial streets, parkways, and freeways. Development within this designation is expected to inwardly orient outdoor storage and/or service areas or, if not feasible, fully screen and buffer those areas from the perspective of adjacent streets. Every effort should be made to minimize impacts from heavy truck traffic on adjoining neighborhoods (existing or planned) by designing collector street or on-site circulation systems to limit usage of adjacent arterial streets, parkways, or freeways and strategically locating access points to reduce conflicts with routine neighborhood traffic.

Application of a Planned Area Development (PAD) or Community Master Plan (CMP) overlay may be required for properties with this designation to establish development standards, performance standards, and/or design criteria to ensure the goals within the ETA are met.

Underlying zoning districts consistent with this land use designation are: 1-1, BP, and

Document comparison by Workshare 10.0 on Tuesday, May 10, 2022 10:23:50 AM

Input:	
Document 1 ID	file://C:\Users\ddh\Desktop\Buckeye_2022_05-17\Employment - Original.docx
Description	Employment - Original
Document 2 ID	file://C:\Users\ddh\Desktop\Buckeye_2022_05-17\Employment - Amended.docx
Description	Employment - Amended
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~~Deletion~~	
~~Moved from~~	
Moved to	
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Format change	
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Statistics:	
	Count
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CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 05/17/22	**AGENDA ITEM:** 7.B. TGV Rexcon Nexgen - Major General Plan Amendment - PLZU-22-00003
DATE PREPARED: 05/17/22	**DISTRICT NO.:** Primarily unincorporated Maricopa County, but 40 acre annexed portion is within District 3
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 to take action on Resolution No. 55-22 approving a Major Amendment to the General Plan, to amend the criteria for future major amendments, and to amend the Land Use Map on approximately 1,336 acres generally located between MC-85 and Sunland Avenue, and between Dean Road and Jackrabbit Trail, from Neighborhood land use to Employment.

RELEVANT GOALS:
GOAL 2: Enhanced Economic Well-Being and Vitality

ADDITIONAL RELEVANT GOALS:
GOAL 3: A Well-Planned Urban Community

SUMMARY

PROJECT DESCRIPTION:

Major General Plan Amendment with two (2) components: 1) Amendment to the General Plan Land Use Map, changing the designation of approximately 1,336 acres from Neighborhood to Employment, and 2) Amendment to the General Plan text (Page 1-10, Section 1.8), revising the requirements for a major/minor amendment to allow Employment land use to convert to a Neighborhood land use with a minor amendment regardless of the size of the site.

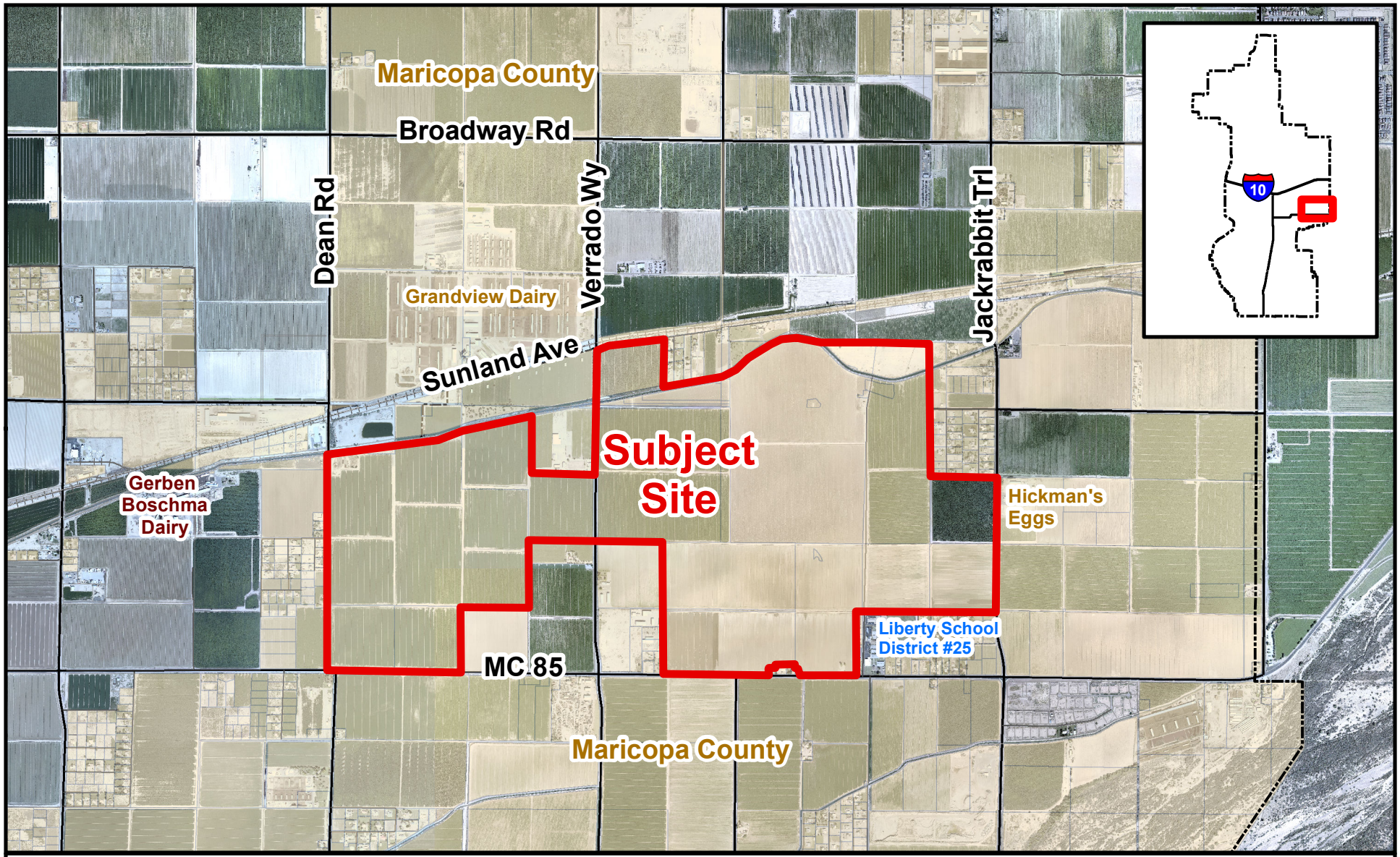
BENEFITS:

The proposal is in conformance with many goals and policies of the Buckeye General Plan. The subject site, if approved for Employment land use, will allow for development of office, warehousing, industrial, and ancillary facilities within the project area with corresponding increase to the City's tax base and job creation.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Exhibit A - PLZU-22-00003 - TGV Rexco Nexgen - Major GPA - Vicinity Map - CC 051722.pdf

Exhibit B - PLZU-22-00003 - TGV Rexco Nexgen - Major GPA - Applicant Narrative - CC 051722.pdf

Exhibit C - PLZU-22-00003 - TGV Rexco Nexgen - Major GPA - Map Exhibits - CC 051722.pdf
Exhibit D - PLZU-22-00003 - TGV Rexco Nexgen - Major GPA - Participation Report - CC 051722.pdf
Exhibit E - PLZU-22-00003 - TGV Rexco Nexgen - Major GPA - Citizen Letters - CC 051722.pdf
SR - PLZU-22-00003 - TGV Rexco Nexgen - Major GPA - Staff Report - CC 051722.pdf
Exhibit F - PLZU-22-00003 - TGV Rexco Nexgen - Major GPA - RES 55-22.pdf
Section 1.8 - Text Amendment with Tracked Changes.pdf



VICINITY MAP

BUCKEYE, AZ

PLZU-22-00003

TGV / REXCO Nexgen Buckeye Employment GPA

City Council District #3

N W E S

TGV/REXCO NEXGEN BUCKEYE

MAJOR GENERAL PLAN AMENDMENT NARRATIVE

Case #: PLZU-22-00003
Revised Submittal

City of Buckeye, Arizona

Submittal Date
Submittal 1: January 6, 2022
Submittal 2: February 24, 2022
Submittal 3: March 2, 2022

TGV INVESTMENTS, LLC
REXCO NEXGEN, LLC
REXCO TRUST

OWNER
TGV INVESTMENTS, LLC
REXCO NEXGEN, LLC
REXCO TRUST
Terry Klinger
Nick Vanderwey
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PLANNING AND ENTITLEMENTS
Norris Design
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901 E. Madison St.
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602.254.9600
abeaudoin@norris-design.com

INTRODUCTION

On behalf of *TGV INVESTMENTS, LLC, REXCO NEXGEN, LLC and REXCO TRUST*, Norris Design is pleased to present this application for a Major General Plan Amendment for approximately 1,336 gross acres located within the Buckeye Municipal Planning Area (unincorporated Maricopa County). The request is to change the property's land use category on the Future Land Use Map from Neighborhood to Employment (please see Exhibits A and B).

According to the City of Buckeye's General Plan (Imagine Buckeye | General Plan 2040), amendments to the plan are considered major if they involve a "change in the Future Land Use Map of more than 160 acres." This request meets this threshold. This application also includes a General Plan text amendment which would allow land use changes of Employment to Neighborhood, regardless of acreage, to be processed as a minor amendment.

It is anticipated that this change in land use will allow for the attraction and development of employment uses on the property and will enhance the City's economy and livability.

CURRENT SITE CONDITIONS

The property subject to this application is approximately 1,336 gross acres and is generally located between Dean Road on the west, the Buckeye Canal and the Union Pacific Railroad on the North, Jackrabbit Trail on the east, and MC 85 on the south. Maricopa County Assessor Parcels include:

TGV INVESTMENTS, LLC:
502-52-009D, 502-52-009E, 502-52-009G, 502-53-002A, 502-53-002B, 502-53-002C, 502-53-004C, 502-53-005, 502-53-006, 502-53-009A, 502-53-013, 502-55-002, 502-55-005, 502-55-006D, 502-55-006J, 502-55-006K, 502-55-006L, 502-55-006N, 502-55-006P, 502-55-006Q, 502-55-006S, 502-55-015, 502-55-029H, 502-55-029J, 504-44-028A, 504-44-041A, 504-44-033A, 504-44-033B

REXCO NEXGEN, LLC:
502-53-008H, 502-55-016A

REXCO TRUST:
504-44-025E

<u>Zoning and Land Use</u>

Most of the property is primarily located within unincorporated Maricopa County and has Rural-43 (RU-43) zoning. A 39-acre parcel (502-55-016A) has already annexed into Buckeye and has the City's 'obsolete' zoning category of Rural Residential (RR). All of the properties are relatively flat, vacant and currently used for agricultural purposes.

<u>Access</u>

Approximately 4.5 miles south of I-10, the property is served by the following roadways: Verrado Road (full diamond interchange at I-10), Jackrabbit Trail (full diamond interchange at I-10), Dean Road and MC 85. The property also has potential rail access with approximately one-fourth mile of frontage on the Union Pacific rail line along the property that provides connectivity to Los Angeles and major eastern markets.

<u>Utilities</u>

Electricity - The Liberty Substation is located within less than a mile of the subject property at Broadway Road and Verrado Way. The Freedom Substation, an APS 230kV Distribution Substation, is adjacent to the Liberty

Transmission Substation. In addition, the APS Perryville Distribution Substation is located approximately 2.5 miles north at Jackrabbit Trail and Lower Buckeye Road. The Perryville Distribution Substation has 69kV transmission lines.

Natural Gas - Southwest Gas transmission line is currently located at Broadway Road and Jackrabbit Trail approximately 1 mile northeast of the subject property.

Water - Property is located within City of Buckeye's Central Buckeye Planning Area number 11. Two irrigation wells are located on the subject property.

<u>Surrounding Development</u>
Surrounding development is sparse as most of the land in the area is still used for farming. Notable exceptions include:

Southeast of the Subject Property

- The Liberty School District #25 Offices and Liberty Elementary School, along with the district maintenance yard and bus barn area;
- Unannexed, large-lot parcels east of the school property containing approximately 20 single family residences and a few businesses;

Representative Imagery

East of the Subject Property

- Several unannexed, large-lot residential 'lot-split' properties along Jackrabbit Trail, some of which are adjacent to existing and future Employment uses, including Hickman's Eggs;

Representative Imagery

North of the Subject Property

- A few unannexed large-lot properties north of the Buckeye Canal; and

Representative Imagery

Southwest of the Subject Property

- A few unannexed properties at MC 85 and Verrado Way that appear to be used for business and farm support operations.

Representative Imagery

GENERAL OUTLINE OF THE INTENDED PLANS FOR DEVELOPMENT

A change in the property's land-use category from Neighborhood to Employment will support the City's economic development objectives by creating a new opportunity to attract one or more large employers that will provide new jobs, tax revenues and a sense of corporate citizenship within the City. Because large, undeveloped, rail-served properties are increasingly rare in the Phoenix area, the new Employment designation for the property will position Buckeye to compete regionally and nationally for a wider range of industrial and light manufacturing employers to help expand and round out the City's employment base.

Industrial or light manufacturing uses will be developed in a way that is compatible with adjacent existing residential uses. In addition, the City has initiated an amendment to the General Plan with a revised Employment land use description which introduces the concept of an Employment Transition Area (ETA). Per the amendment, development within the ETA (all Employment use within one-quarter mile of Neighborhood use) will take steps to minimize impacts on adjoining neighborhoods in accordance with the ETA standards. A future Area Plan may define specific transitions for the subject property.

GENERAL PLAN TEXT AMENDMENT TO MAJOR AMENDMENT REQUIREMENTS

This request includes a text amendment to the General Plan which modifies what constitutes a major versus minor amendment if the land use designation is changing from Employment to Neighborhood. The text amendment is as follows, to be placed under Section 1.8, subsection "Major Amendments." Existing text in the General Plan is shown in Italics below, while proposed text is shown in Italics and underlined.

1.8 GENERAL PLAN AMENDMENTS – Major Amendments

In accordance with A.R.S. §9-461.06, a change is to be considered a major amendment if the resulting change is a "substantial alteration of the municipality's land use mixture or balance" as established in this Plan.

Amendments to this Plan will be considered major if they meet one of the following criteria below, the occurrence of which results in a substantial alteration of the municipality's land-use mixture or balance.

1. *For all areas, a change in the Future Land Use Map of more than 160 acres or any change within the Luke Compatible Area (LCA) designation. <u>This criterion does not apply to land use changes from Employment to Neighborhood, regardless of size; such requests shall be processed as a minor amendment.</u>*
2. *General Plan text changes that are in conflict with or alter the goals and policies of the Plan.*

JUSTIFICATION FOR LAND USE CHANGE

According to the City of Buckeye's General Plan Amendment Process Guide, an application must include a justification for the proposed amendment addressing the following items (*Applicant responses follow each criterion in indented italics*):

1. The recommended land use pattern identified in the Land Use Plan inadequately provides appropriate optional sites for use or change proposed in the amendment.

    The TGV/REXCO NEXGEN BUCKEYE parcel is unique and fills a need that is not adequately addressed by other sites in the Buckeye planning area. Key characteristics include:

    - *It is one of the largest properties available under a single ownership, which makes it especially attractive to large-scale employers who do not have the luxury of negotiating with dozens of property owners to assemble enough property for their operations,*
    - *The quarter mile of frontage on the Union Pacific rail line allows for future rail access,*
    - *The parcel has excellent access to I-10 via full diamond interchanges at Verrado Way and Jackrabbit Trail,*
    - *It has direct access to MC 85, a future "Principal Arterial," according to the City's recent Transportation Master Plan,*
    - *The property is adjacent to the planned SR30 corridor,*
    - *The adjacent Buckeye Canal could offer a potential water source for interested businesses,*
    - *The Phoenix Goodyear Airport is six miles away and the Buckeye Airport is 10 miles away. Both airports offer a convenient transportation option for corporate executives, customers, and goods, and*
    - *Adequate electric utilities are available and/or planned for the area.*

2. The amendment must constitute an overall improvement to the General Plan and will not solely benefit a particular landowner or owners at a particular point in time; and

    This general plan amendment will potentially be of great value to the City of Buckeye, as a whole, by providing an excellent new option for one or more large-scale employers who wish to locate in the area and utilize the supportive infrastructure that is in place and available. Specifically, the land use change and subsequent development, should the property develop with employment uses, will help accomplish several of the goals and policies in the 2040 General Plan, including:

    GOAL G-7: Buckeye has a strong employment base providing a range of job opportunities with competitive salaries.

POLICY G-7.1: The City of Buckeye should identify and protect areas suitable for large scale office park and industrial activities, such as distribution, logistics, manufacturing, and other employment type uses within the City's MPA.

POLICY G-7.2: The City of Buckeye will encourage the use of the land adjacent to existing rail corridors for light and general industrial employment uses.

POLICY G-7.3: The City of Buckeye will have an average of one-to-one jobs per household.

GOAL G-9: Buckeye has an expansive and diverse economy.

POLICY G-9.1: The City of Buckeye's economic development effort should focus on three overarching areas: business attraction, business retention/expansion, and entrepreneurial development.

POLICY G-9.2: The City of Buckeye should continue business attraction efforts that focus on the City's Targeted Economic Sectors.

POLICY G-9.3: The City of Buckeye should protect its primary industrial and commercial corridors (areas with access to highways and railroads) from conversion to non-employment uses or encroachment by uses that would limit future uses on these sites.

GOAL G-11: Buckeye is an economic leader in Maricopa County

POLICY G-11.3: The City of Buckeye should actively pursue mid and large-sized local, regional, and national companies that enhance the employment base and offer salaries above the regional average.

GOAL G-14: Buckeye has low unemployment, is economically stable, and has a high standard of living.

POLICY G-14.1 The City of Buckeye's economic development strategic plan should focus on the attraction of 'Base' industries, or industries that export goods and services to out-of-state customers, thereby bringing new money into Buckeye.

3. The amendment will not adversely impact a portion of, or the entire community by:

   a. Significantly altering acceptable existing land use patterns, especially in established neighborhoods;

   As described above, the TGV/REXCO NEXGEN BUCKEYE parcels consist of farmland surrounded by other farmland and a small number of county large-lot residential lot splits, businesses with outdoor storage of equipment, Hickman's Eggs, an elementary school, school district offices, and school district storage and maintenance facilities. There are many properties in the area that are already adjacent to existing or planned employment uses.

New development of any kind – be it under the existing Neighborhood designation or under the proposed Employment designation – will affect the area. That said, employment uses will not adversely impact existing uses because it will be designed in a way to be sensitive to existing neighbors. Appropriate controls that respond to public input are available during the future Area Plan, annexation, zoning and site planning stages.

Once a user is known and a development proposal is ready to come forward, the developer will work with the City and community members to arrange a mutually beneficial plan that is sensitive to existing uses and that promotes and furthers the City's economic development goals.

b. Significantly reducing the housing to jobs balance in the Planning Area;

A healthy housing to jobs balance leads to a highly livable community that is able to attract and retain residents, employers and developers. The more balanced a community is, the more economically viable it is in the long run. Residents want to live near their jobs to avoid long commutes and time away from their families. Employers want to be close to their employees so that they can promote a healthy work-life balance that leads to worker satisfaction and retention. This balance is one of the main reasons that Valley cities seek to develop their own employment centers within the greater metropolitan area. For example, the City of Phoenix has its Village Core areas, and traditionally suburb 'bedroom' communities such as Gilbert or Peoria have worked hard in recent years to attract jobs to their own employment districts in order to reduce commutes and the wear and tear on transportation facilities.

This proposal will provide a new option for potential employers seeking to develop a large-scale project with excellent road and rail access in the southeast area of Buckeye while also tapping the excellent current and future labor pool within the City. Residents who work for these future employers will be able to work close to home and avoid the lengthy commute that so many people in the West Valley experience today.

For more discussion on jobs, housing and population, please see the section below entitled: "Jobs-to-Population Balance."

c. Replacing employment with residential uses;

This application proposes to do just the opposite by replacing less-viable residential uses with high-value employment uses. It is a well-established land planning principle to buffer residential uses from noisy, potentially dangerous, active railways and to locate more compatible land uses nearby like Employment because they not only buffer the negative impacts but can also actually take advantage of the rail system. As such, this request proposes replacing residential property that may struggle from impacts adjacent to the railroad with employment property that would be able to leverage it.

d. Requiring additional and more expensive improvements to infrastructure systems and / or replacing proximity to municipal facilities and / or services than are needed to support the prevailing land uses and which, therefore, may impact the level of service for existing and proposed developments in other areas;

It is not expected that this land use change will result in infrastructure needs that are materially different than what will likely occur in this area over time. The need for some costly public services may actually be decreased by changing from Neighborhood to Employment since there may be a reduced need for parks, public safety, and water/sewer should the property develop with employment users (depending on the employment user's industry).

e. Increasing traffic (without mitigation measures) on existing roadways that negatively impact existing and planned land uses;

As described above, the TGV/REXCO NEXGEN BUCKEYE property is well situated with direct access to MC 85 and additional access to two full diamond interchanges on I-10 about 4.5 miles to the north (Verrado Way and Jackrabbit Trail). In addition, the property is only about one mile away from the planned SR30 corridor.

The City of Buckeye's Transportation Master Plan recommends that MC 85 be a "Principal Arterial" (and a potential expressway) while Verrado Way and Jackrabbit Trail be developed as "Minor Arterials." MC 85 is currently the only truck route serving the site, but a future Area Plan may study land use and transportation compatibility and recommend the consideration of additional supporting routes for the movement of manufactured goods and industrial products. The development that can be expected to occur on the subject property should be compatible with these City plans and will not negatively impact the roadway system or existing or planned land uses along it.

f. Affecting the existing character (i.e., visual, physical and functional) of the immediate area;

The surrounding area is generally characterized by large agricultural uses split by the Union Pacific Railroad. While industrial developments are quite compatible with rural uses due to their generous setbacks and quiet operations, this area is especially suited for employment uses due to the rail.

g. Increasing the exposure of residents to aviation generated noise, safety and / or flight operations;

This is not applicable as the change in land use will not increase the exposure of residents to aviation generated noise, safety and / or flight operations.

h. Diminishing the environmental quality or the air, water, land, or cultural resources; and

Employment development can be expected to meet all local, county, state and federal requirements with respect to environmental quality. No adverse impacts are expected.

4. Significantly altering recreational amenities such as open space, parks, and trails.

Planned path and trail corridors identified in the City's Parks and Recreation Master Plan, including the path along the Buckeye Water Conservation & Drainage District, may be constructed in the development to provide connectivity from residential uses to employees working on site generated by the development. In addition, park-like amenities, such as outdoor plazas, forecourts, and green space, may be provided for employees and customers, as determined through a future Area Plan or Zone Change for the subject property. Due to the potential industrial nature of this project and resulting campus security concerns, this policy will be further addressed in a future Area Plan.

Development of the parcel will generate new City fiscal and economic impacts that will boost the City's ability to preserve, and/or develop, such recreational amenities for residents and visitors to enjoy for many years.

In addition to the requirements listed in the General Plan Amendment Process Guide that have been addressed above, the City of Buckeye Development Code (8.3.2.I) lists four potential evaluation criteria for proposed General Plan amendments. If any of them are met, the proposed amendment may be deemed to have met the code requirement. To be specific, the code states that "proposals for amendments to the General Plan shall be evaluated based upon whether the amendment is necessary, in order to, address the following (Applicant response in indented italics):

1. A change in projections or assumptions from those on which the General Plan is based; or
   It is a well-established land planning principle to buffer residential uses from noisy, potentially dangerous, active railways and to locate more compatible land uses nearby like Employment. Employment uses not only buffer the negative impacts but can also actually take advantage of the rail system. Policy G-9.3 supports this principle by stating, "The City of Buckeye should protect its primary industrial and commercial corridors (areas with access to highways and railroads) from conversion to non-employment uses or encroachment by uses that would limit future uses on these sites."

   In addition, the General Plan's emphasis on residential versus employment uses, in this area, may ultimately decrease the City's attractiveness to both residents and future employers. With fewer jobs nearby, residents will be forced to drive longer distances to their workplace or move closer to where they work. Both outcomes will reduce the perceived livability of the area and may impact the growth rate of property values.

2. Identification of new issues, needs, or opportunities that are not adequately addressed in the General Plan; or

   The market has evolved since the adoption of the current General Plan. There are few very large properties under a single ownership adjacent to rail in the entire metro area. This results in a special opportunity for potential employers who wish to develop a large-scale campus or other facility. Changing the land use in the General Plan recognizes this unique circumstance and will create an attractive economic development asset for the city.

3. A change in the policies, objectives, principles, or standards governing the physical development of the City; or

   It appears the City has evolved to better appreciate the positive impacts of employment-generating light industrial uses, which is reflected also in the City-initiated Major General Plan Amendment for the SR85 corridor. This amendment moves in that same direction, but because of single ownership, will present an opportunity unique from the properties along SR85.

4. Identification of errors or omissions in the General Plan.

   As stated above, it is a well-established planning principle to locate employment uses along railroad corridors. The City of Buckeye has hundreds of acres set aside for residential uses and it makes sense to update the Future Land Use Map to allow employment uses on the subject property.

JOBS-TO-POPULATION BALANCE

As described above, a healthy jobs-to-population balance leads to a community's long-term livability and economic strength. Enabling residents to work near their homes promotes greater job satisfaction, more time with their families, and a feeling of more contentment with their community. Employers recognize this and look for opportunities to locate near their workers, and in locations that have significant potential for the growth of residential neighborhoods, so that they can compete with other companies on the all-important quality of work-life balance.

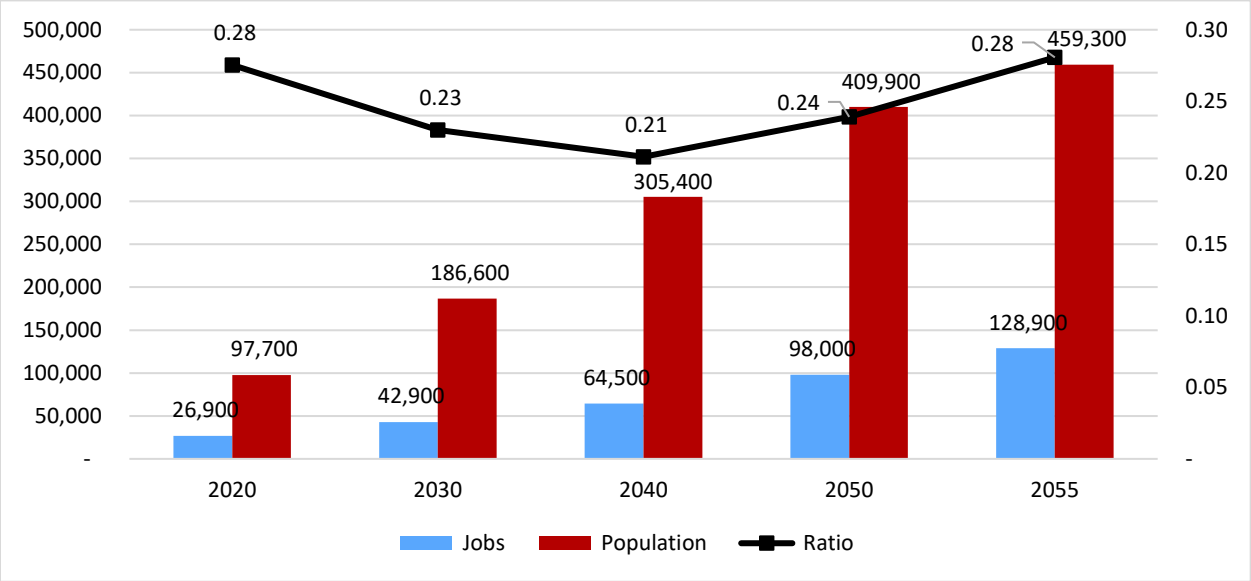
A healthy jobs-to-population balance also supports a healthy transportation system. Long commutes necessitate additional lane miles, road maintenance, and congestion-caused pollution impacts. These type of roadway challenges create financial and environmental burdens on a community and region, not only when roads are first built, but perhaps more importantly as they are maintained and ultimately replaced. Ensuring that jobs are close to the homes of those who hold them helps to avoid and/or reduce many of these burdens.

Jobs to Population – City of Buckeye

The Maricopa Association of Governments (MAG) provides projections for jobs and population to help Valley cities make planning decisions. Chart 1 describes the expected employment and population of the City of Buckeye over time. Job growth is expected to lag population growth for the next two decades before it ultimately accelerates and results in a jobs-to-population ratio that is very similar to what it is now (0.28 jobs per resident). General Plan Goal G-7 suggests that "Buckeye has a strong employment base providing a range of job opportunities with competitive salaries." That goal is supported by Policy G-7.3 which states that "The City of Buckeye will have an average of one-to-one jobs per household." This suggests that to move from the current ratio of .28 jobs per capita to a target of over .50 jobs per capita the City of Buckeye will need to be strategic about job growth.

To mitigate the declining jobs-to-population ratio over the next twenty years, it will be helpful to position as many employment properties for development as possible. As mentioned above, this will enhance the quality of life in Buckeye and make it a more attractive place for the prospective residents who will move here over that same time period.

CHART 1: Buckeye Jobs, Population, and Jobs-to-Population Ratio



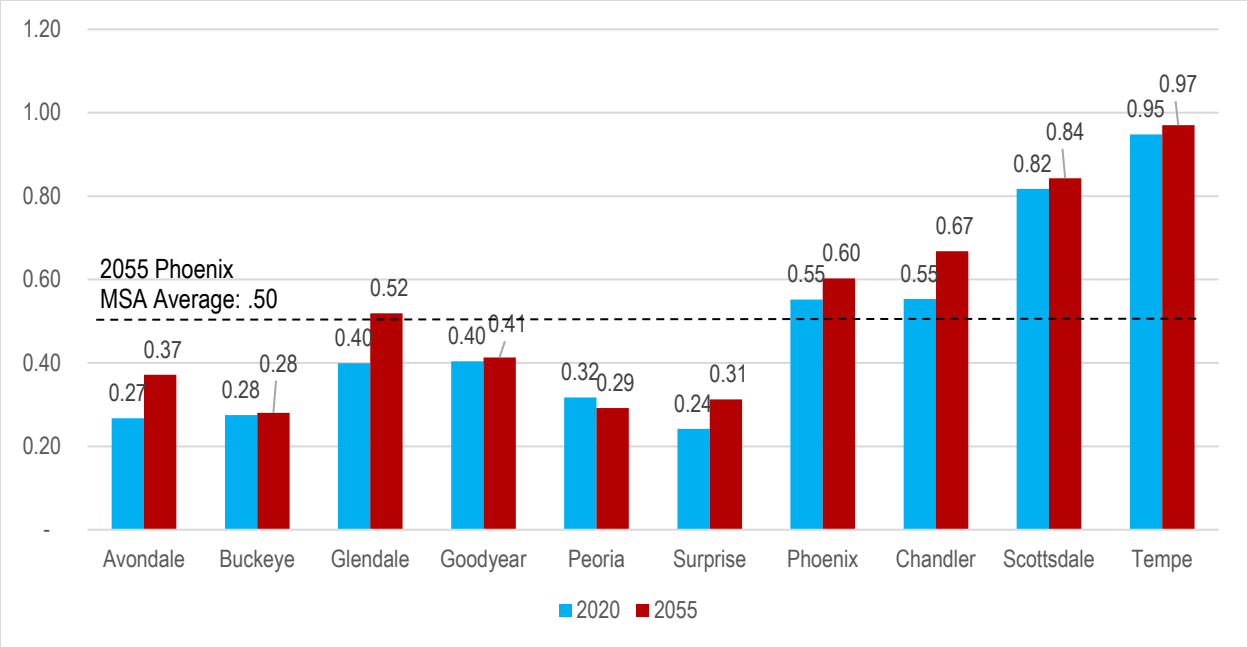
Source: Maricopa Association of Governments 2019, by Municipal Planning Area (MPA)

Jobs to Population – Regional Context

It is no surprise that the Valley's job centers enjoy the highest jobs-to-housing ratios. Geography plays a major role, of course, but so do land planning efforts. The City of Phoenix, for example, enjoys a central location in the metro area, but also has the challenge of being spread over 660 square miles. In essence, it has the characteristics of both a job center and a bedroom community. For that reason, the City has developed regional nodes (Villages) with their own employment hubs (Village Cores). This approach helps to even out its jobs-to-housing balance so that employment opportunities are spread around the City close to where people live. Other suburban cities have set aside employment land to attract jobs, reduce trip lengths, reduce commute times, and enhance the quality of life of their residents.

The City of Buckeye, with over 639 square miles in its planning area, has the opportunity to develop several high-quality job centers throughout the community. And while its geographic location in the metro area may not lead to a jobs-to-population balance like that of Phoenix or Tempe, it certainly can and should attract large employers and become a major West Valley employment hub to serve its residents and those of neighboring communities.

CHART 2: Regional Jobs-to-Population Ratio, Selected Cities

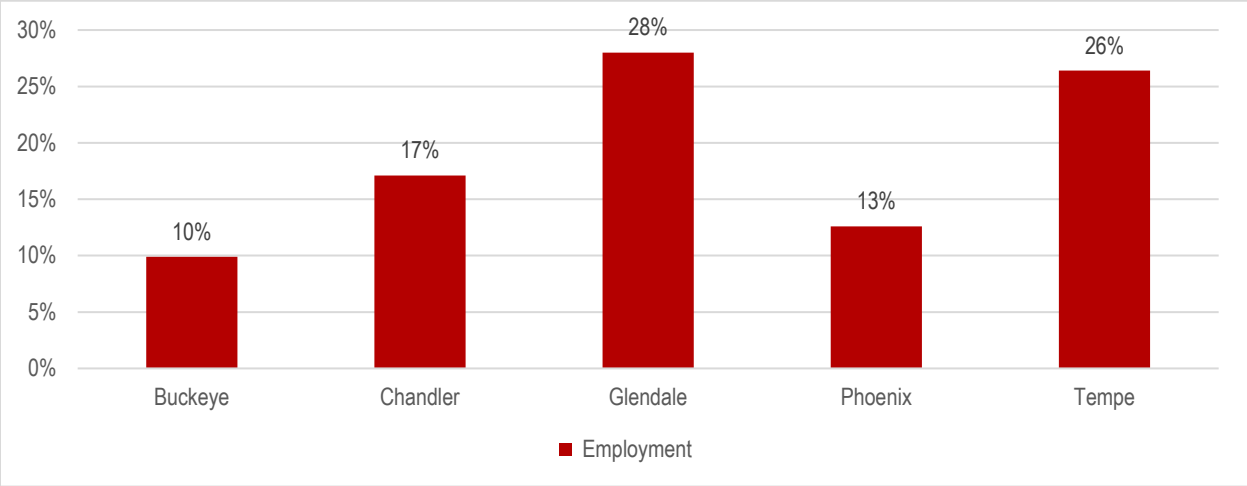


Source: MAG Socioeconomic Forecast, 2019

Land-Use

A city's land use mix will influence the jobs-to-population balance. While many factors come into play, in general, the greater the mix is weighted toward employment and commercial uses, the higher the city's ratio will be. Buckeye will see significant growth in the future, and much of that growth will occur in Master Planned Communities, which have already gained land use approvals from the City. While these communities include a mix of uses, their primary land use plans appear to tend to skew toward residential. The result is that Buckeye's overall percentage of employment land will be lower at buildout than other communities which are known as job centers. Chart 3 shows the expected employment land percentage at buildout, based on MAG projections:

CHART 3: Percentage of Employment Land at Buildout, Selected Municipal Planning Areas



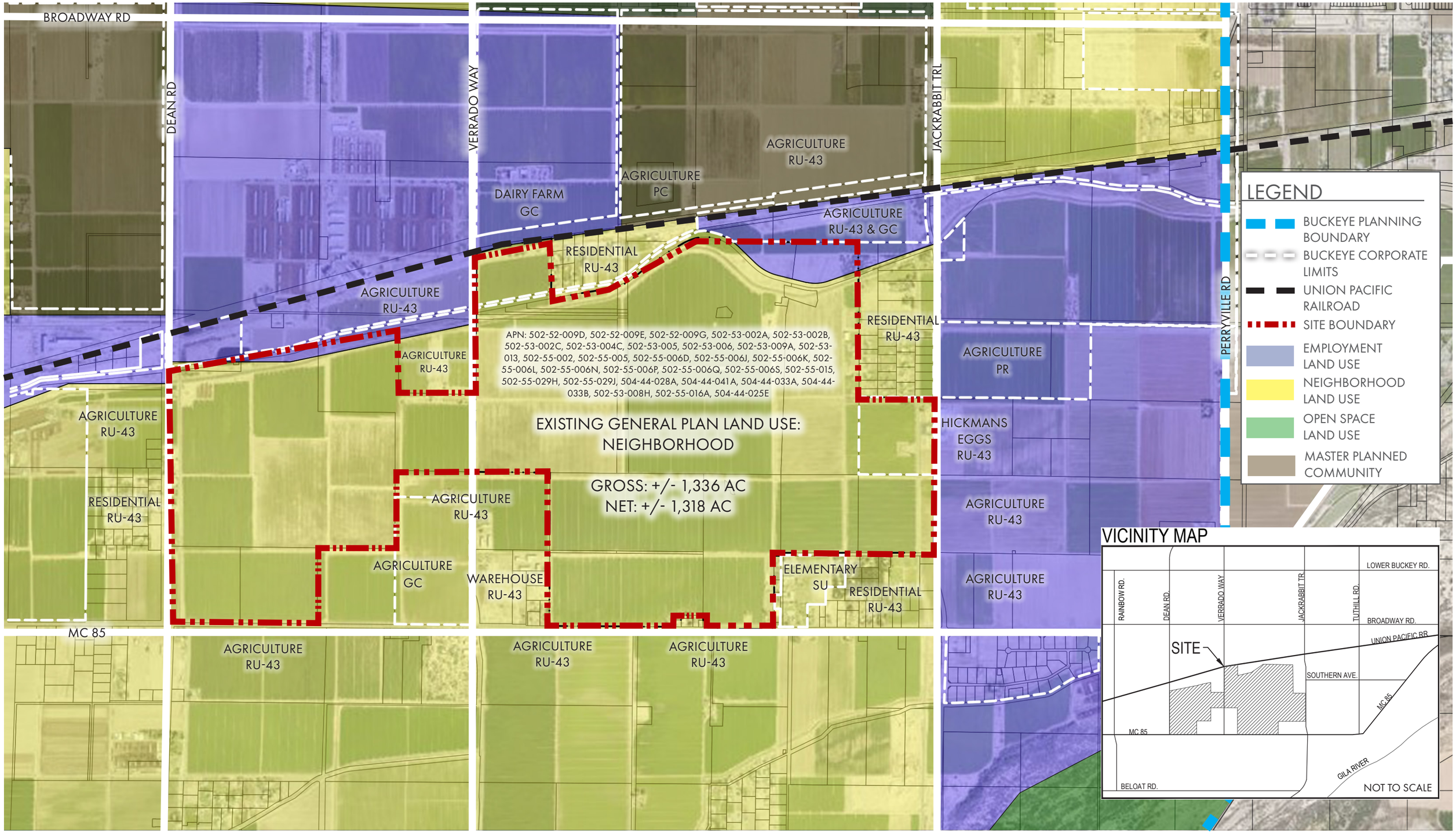
Source: Maricopa Association of Governments 2019, by Municipal Planning Area (MPA) (Includes Industrial, Office, and Other Employment)

Consistent with the theme that it is best for jobs to be near the residents who seek them, it appears that there is significant opportunity for additional employment land in Buckeye. As such, the land use change proposed with this application will help position Buckeye for success in the future.

It is worth noting that approving a change from Neighborhood to Employment on the approximately 1,336 acres will not have a significant impact on the percentage of land currently set aside for residential uses. This means that there will still be significant opportunity for residential development in the City. In fact, if the subject property were to develop with all employment uses, the City's residential land use portfolio at buildout would only be reduced by 0.2% (from 18.0% to 17.8%, based on MAG land use data).

CONCLUSION

The City of Buckeye has an opportunity to make a change to its Future Land Use Map which will support its economic development efforts and increase community livability. As the approximately 1,336 acres included in this application are changed from Neighborhood to Employment, the City will strengthen its ability to attract large-scale employers in a part of the City that is especially well-suited for employment users. Should the property develop with employment uses, the new jobs that would be created will enhance the City's jobs-to-population balance and will shorten commutes, reduce the burden on the transportation networks, and ultimately provide a higher and better use for the property adjacent to the Union Pacific Railroad tracks.



TGV/REXCO NEXGEN BUCKEYE | EXHIBIT A | EXISTING GENERAL PLAN LAND USE

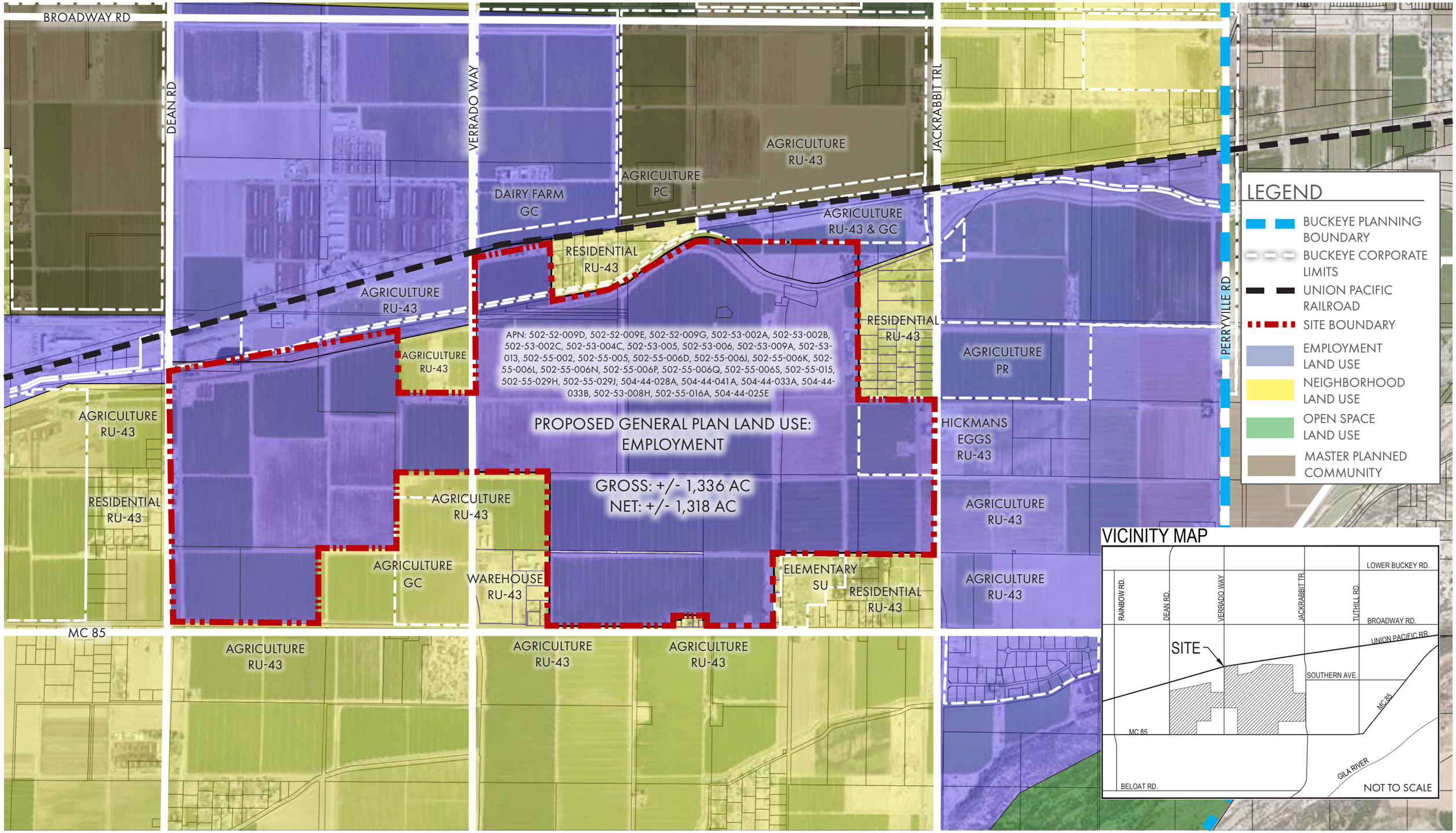
03//2022

NORTH

0' 750' 1500' 3000'

SCALE 1:1500

NORRIS DESIGN
Planning | Landscape Architecture |



TGV/REXCO NEXGEN BUCKEYE | EXHIBIT B | PROPOSED GENERAL PLAN LAND USE

03/11/2022

NORTH

0′ 750′ 1500′ 3000′

SCALE 1:1500

NORRIS DESIGN
Planning | Landscape Architecture |

TGV/REXCO NEXGEN BUCKEYE

2022 Major General Plan Amendment

Citizen Participation Plan

Case #: PLZU-22-00003

Application Area: 1,336 Acres

Submittal 1: January 6, 2022

Submittal 2: February 24, 2022

Submittal 3: March 2, 2022

Final Report Submittal: April 13, 2022

TGV INVESTMENTS, LLC
REXCO NEXGEN, LLC
REXCO TRUST

NORRIS DESIGN
Planning | Landscape Architecture | Branding

OWNER
TGV INVESTMENTS, LLC
REXCO NEXGEN, LLC
REXCO TRUST
Terry Klinger
Nick Vanderwey
2241 East Colter Street
Phoenix, AZ 85016
949-226-2555
Terry@rexcollc.com
Nickvdwey@aol.com

PLANNING AND ENTITLEMENTS
Norris Design
Alan Beaudoin
901 E. Madison St.
Phoenix, AZ 85034
602.254.9600
abeaudoin@norris-design.com

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PUBLIC NOTIFICATION REQUIREMENTS

Per Section 8.2.6 of the Development Code, public notification is required for the subject General Plan Amendment. Per the General Plan Amendment Process Guide the public notification area shall be established at a 500-foot offset from the General Plan Amendment area boundary.

TENTATIVE PROCESS SCHEDULE

In accordance with the GPA Process Guide, published by the City of Buckeye, this Major General Plan Amendment will move through a sequence of process milestones. Our team has established some tentative milestone dates to promote compliance with the Major General Plan Amendment Process while properly managing each of the process milestones. The milestones and *tentative* process dates follow:

• PAC Meeting	Jan 4
• Formal Submittal	Jan 6
• City Comments	Feb 10
• Applicant Resubmittal	March 2
• Neighborhood Meeting	March 23 (est.)
• Citizen Participation Plan Submittal	March 25 (est.)
• Public Notification (15 days prior to first public hearing)	TBD
• Development Services Staff Report	TBD
• Special P & Z Commission Public Hearing	TBD
• P & Z Commission Public Hearing	April 26
• City Council Public Hearing	May 3

Actual dates of process milestones shall be as indicated in this report.

PUBLIC INVOLVEMENT OUTREACH METHOD

Per Section 8.2.6 and Table 8.2-1 of the Development Code, three methods shall be utilized for public notification purposes during the General Plan amendment process. The following notification steps are planned,

1. First Notification Mailing noting application filing and invitation to neighborhood meeting to be mailed no less than 15 days before the neighborhood meeting.
2. Second Notification Mailing with public hearing dates, to be completed no less than 15 days before the first public hearing.
3. Published Notice accomplished by way of notice in local newspaper of general circulation in project area. This shall be complete no less than 15 days before the first public hearing date.
4. Site Posting(s) shall be completed as required no less than 15 days before the first public hearing.

NEIGHBORHOOD MEETING SUMMARY

A virtual Zoom neighborhood meeting was held on March 30, 2022 at 6:00 PM. The applicants were represented by Alan Beaudoin and Mandy Woods with Norris Design. Terry Klinger and Nick Vanderwey attended on behalf of the property owners. Manjula Vaz was also present on behalf of the project team. Bart Wingard, case planner, attended on behalf of the City of Buckeye, and Ken Galica joined the meeting later around 6:15 PM.

Jason Moquin with the City of Surprise also attended and had no issues with the request. Only one member of the public attended, Stacey Melton, property owner and resident at 6317 S 19th Drive, immediately adjacent to the subject property.

A slide show summarizing the request was presented by Alan Beaudoin. Following the presentation, the project team fielded questions by Stacey, supplemented by Bart Wingard if the question was more directed for City staff. Following is a list of questions or topics discussed:

- Timeframe of the project
- Council stance on the request
- Annexation status
- Compatibility of potential employment user(s) with existing residential
- Existing roadway network and planned improvements
- Difference between zoning and land use (and how they can be different)
- Ideal users for the site

Other discussions not directly related to the project included the existing adjacent master planned communities in the area and flood zone status for the area. Generally, there was no opposition to the project, and the applicant team reinforced the desire to maintain harmony with their neighbors, regardless of the end user for the site. The meeting concluded around 6:50 PM.

A copy of the neighborhood meeting recording is available from Norris Design upon request.

Neighborhood Meeting Sign-In Sheet

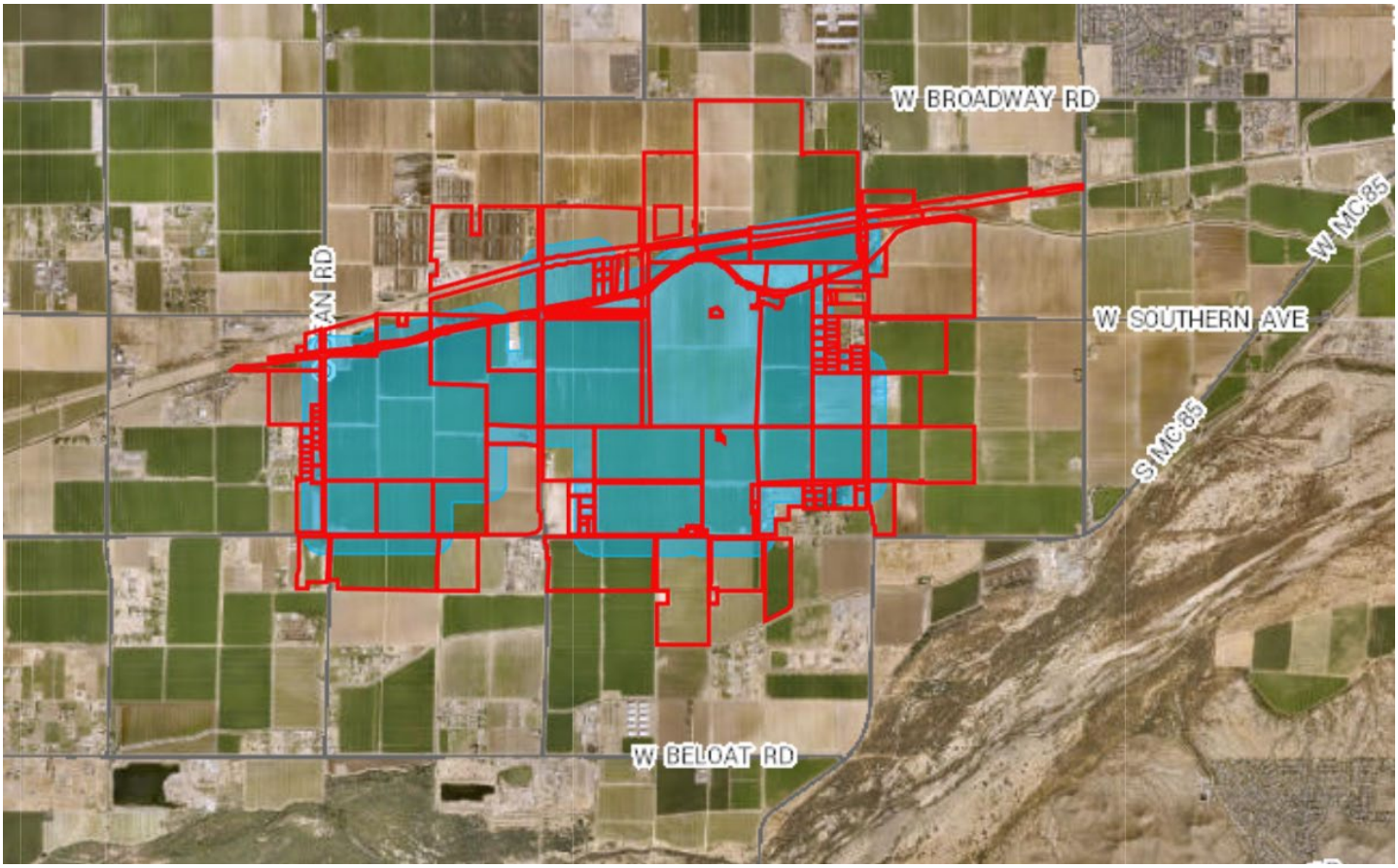
Because the meeting was virtual, a physical sign-in sheet was not compiled. The attendee list is as follows:

Name	Company	Email or Address
Alan Beaudoin	Norris Design	abeaudoin@norris-design.com
Mandy Woods	Norris Design	mwoods@norris-design.com
Terry Klinger	Owner Representative	terry@rexcollc.com
Nick Vanderwey	Owner Representative	nickvdwey@aol.com
Manjula Vaz	Gammage & Burnham	mvaz@gblaw.com
Stacey Melton	Adjacent Property Owner	6317 S 195th Drive, Buckeye, AZ 85326
Jason Moquin	City of Surprise	jason.moquin@surpriseaz.gov
Bart Wingard	City of Buckeye Development Services	hwingard@buckeyeaz.gov
Ken Galica	City of Buckeye Development Services	kgalica@buckeyeaz.gov

Neighborhood Meeting Comment Cards

Because the meeting was virtual, physical comment cards were not distributed or collected. No additional comments were received following the meeting discussion.

NOTIFICATION MAP & MAILING LIST



Property depicted with 500 foot buffer per the Maricopa County Assessor's Parcel Viewer Map.

The parcels highlighted in red, above, are all required to be on the notification lists for project updates related to this General Plan Amendment request. The mailing list for these property owners is included with each notification letter and affidavit of mailing, on the following pages.

NOTIFICATION LETTERS

Copies of the neighborhood meeting notification letter, hearing notification letter, and both affidavits of mailing notice are included on the following pages, along with the address list (mailing labels) for each mailing.

Affidavit of Mailing Notice

Case Number: PLZU-22-00003

Project Name: TGV / REXCO NEXGEN BUCKEYE

Applicant Name: Norris Design

Location: Southeast corner of Verrado Way & Union Pacific Railroad (+/- 1,336 acres)

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statue, the applicant for neighborhood meetings in the City of Buckeye shall secure the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and shall send the neighborhood meeting notice to each said owner no less than fifteen (15) but no more than thirty (30) days prior to the neighborhood meeting date.

I confirm that I secured the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and did send the neighborhood meeting notice to each said owner no less than fifteen (15) but no more than thirty (30) days prior to the neighborhood meeting.

See attached copies of all sent letters and address lists.

Applicant's / Representative's signature: _____

SUBSCRIBED AND SWORN before me this 22 day of March, 2022, by:

_____
Notary Public

BRENDA BARRERA
Notary Public - Arizona
Maricopa County
Commission # 568635
My Comm. Expires Aug 7, 2023

My Commission Expires:

8·7·2023

REVISED NEIGHBORHOOD MEETING DATE

CASE NUMBER:	PLZU-22-00003
PROJECT NAME:	TGV/REXCO NEXGEN BUCKEYE
REQUEST:	Major General Plan Amendment
PROPOSAL:	Employment Land Use and Text Amendment
LOCATION:	Southeast corner of Verrado Way & the Union Pacific Railroad
SIZE:	+/- 1,336 Acres
APPLICANT:	Norris Design
CONTACT PERSON:	Alan Beaudoin Phone: 602-254-9600 Email: abeaudoin@norris-design.com

Date: March 15, 2022

Dear Property Owner,

An application has recently been filed with the City of Buckeye Development Services Department regarding the request above. As required by the City of Buckeye Development Code, this Notice of Application is being sent to you because property ownership listed in your name is within the notice area required for the subject General Plan Amendment area. Our request is intended to modify the existing land use designation on the Buckeye General Plan of Neighborhood to Employment for the development of the subject property.

The request also includes a text amendment to the General Plan, to be placed under Section 1.8, subsection "Major Amendments." Existing text in the General Plan is shown in Italics below, while proposed text is shown in Italics and underlined.

1.8 GENERAL PLAN AMENDMENTS – Major Amendments
In accordance with A.R.S. §9-461.06, a change is to be considered a major amendment if the resulting change is a "substantial alteration of the municipality's land use mixture or balance" as established in this Plan.

Amendments to this Plan will be considered major if they meet one of the following criteria below, the occurrence of which results in a substantial alteration of the municipality's land-use mixture or balance.

1. *For all areas, a change in the Future Land Use Map of more than 160 acres or any change within the Luke Compatible Area (LCA) designation. <u>This criterion does not apply to land use changes from Employment to Neighborhood, regardless of size; such requests shall be processed as a minor amendment.</u>*
2. *General Plan text changes that are in conflict with or alter the goals and policies of the Plan.*

This notice is being sent to you to inform you of this application and provide you with an opportunity to relay any questions or comments you may have regarding this application. Should you have questions or concerns, you are invited to contact the person listed above.

We would like to invite you to a neighborhood meeting to discuss this application. The neighborhood meeting shall be held virtually on **Wednesday, March 30, 2022 at 6:00 PM** via the following link:

Join Zoom from a PC, Mac, iPad, iPhone or Android device:
Please enter this URL into your browser to join: https://norris-design.zoom.us/j/99432525219

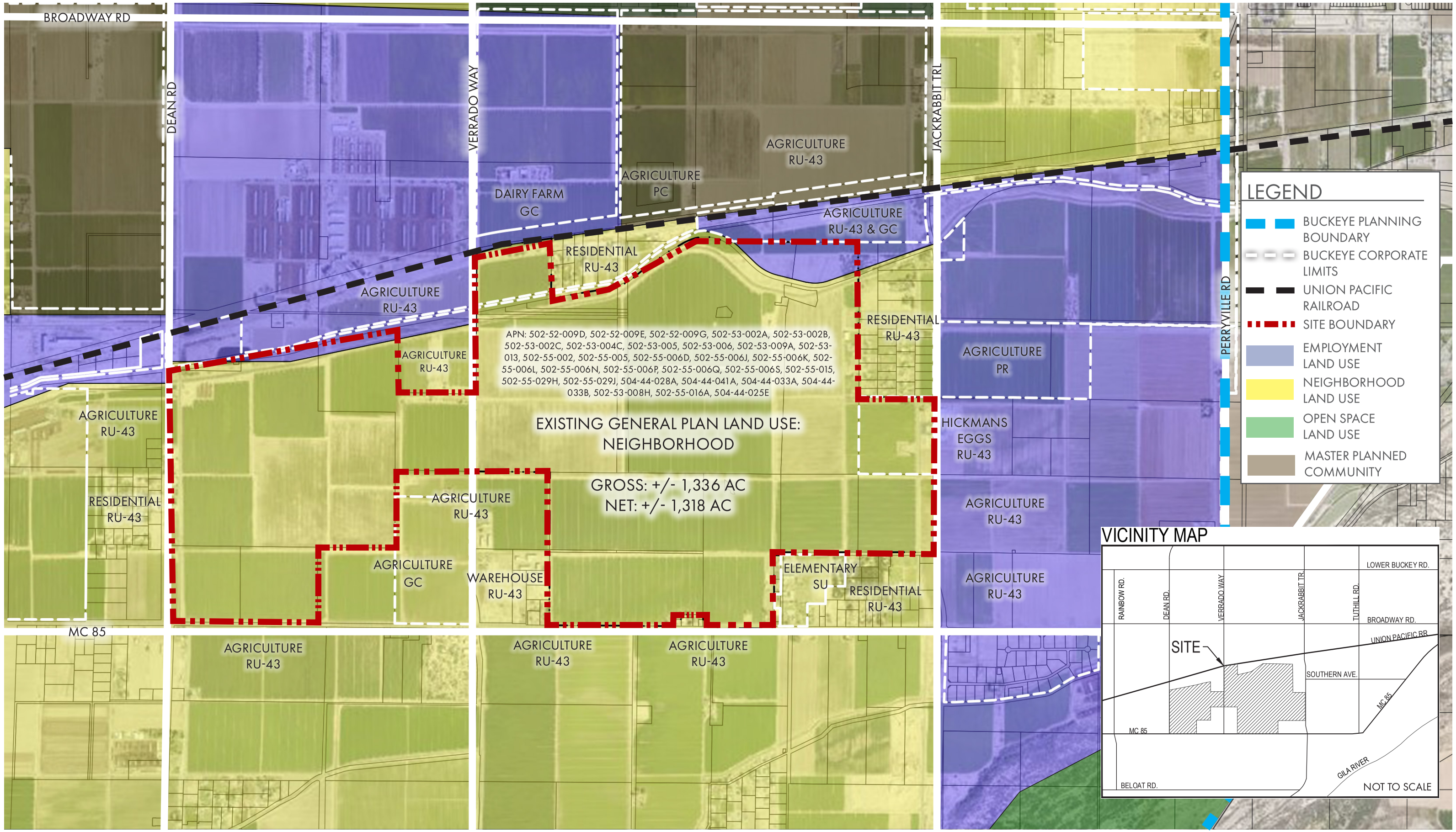
Webinar ID: 994 3252 5219

Or join by phone: +1-312-626-6799

I would be happy to answer any questions or hear any concerns that you may have regarding this proposal. You may reach me at 602-254-9600, or at abeaudoin@norris-design.com, or you may reach the City of Buckeye Planning and Zoning Division at planningandzoning@buckeyeaz.gov or 623-349-6211.

Sincerely,

Alan Beaudoin
Principal



TGV/REXCO NEXGEN BUCKEYE | EXHIBIT A | EXISTING GENERAL PLAN LAND USE

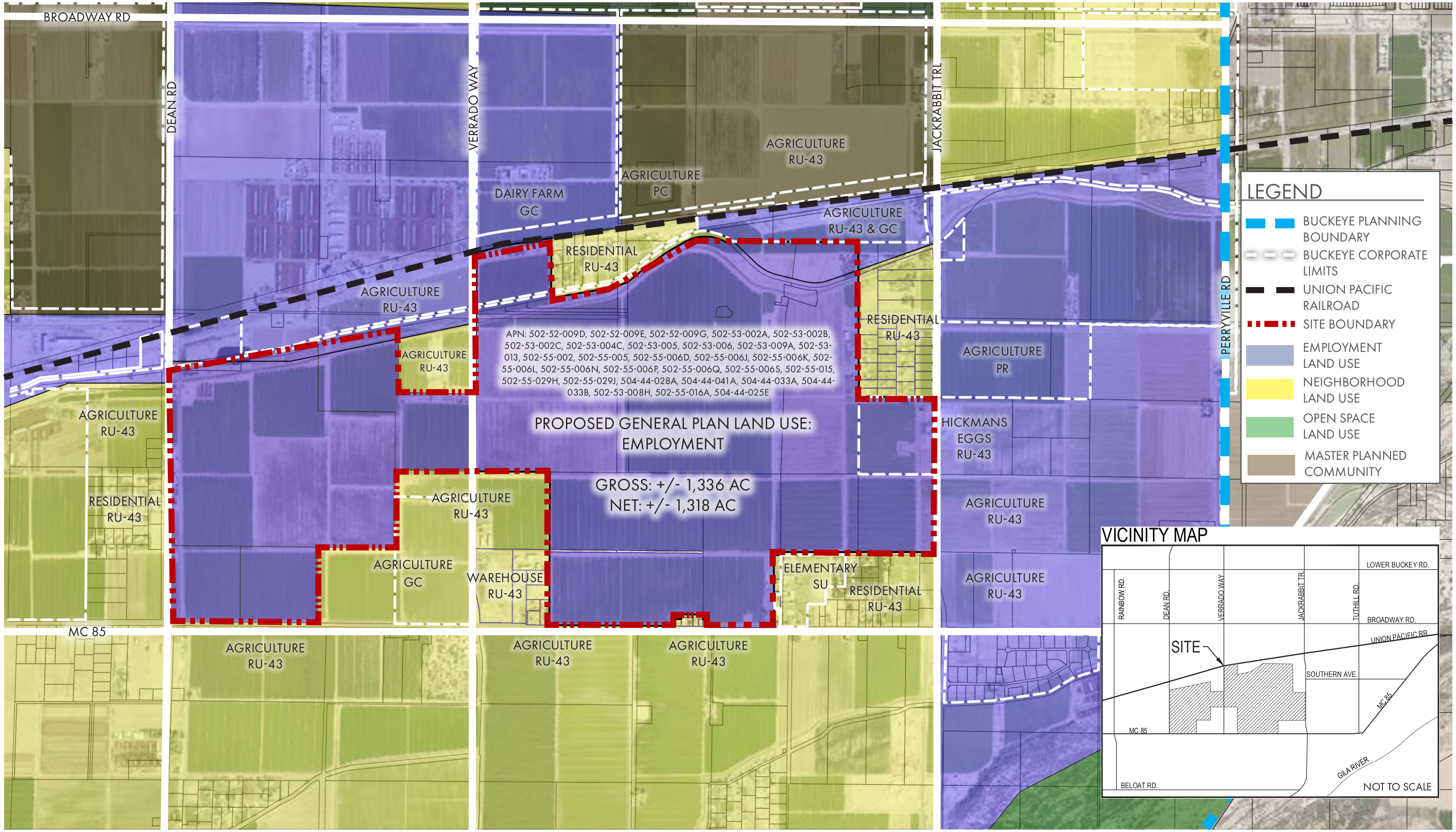
03//2022

NORTH

0' 750' 1500' 3000'

SCALE 1:1500

NORRIS DESIGN
Planning | Landscape Architecture |



TGV/REXCO NEXGEN BUCKEYE | EXHIBIT B | PROPOSED GENERAL PLAN LAND USE

03/11/2022

NORTH

0′ 750′ 1500′ 3000′

SCALE 1:1500

NORRIS DESIGN
Planning | Landscape Architecture |

42 ACRE LLC
13008 W SAM MIGUEL
LITCHFIELD PARK, AZ 85340

6215 S 195TH DRIVE LLC
3107 N MANSFIELD DR
LITCHFIELD PARK, AZ 85340

A TUMBLING T RANCHES
14929 W BROADWAY RD
GOODYEAR, AZ 85338

ABRAMS DONALD/PAVESE-ABRAMS MARIE
9630 S SAN MARCOS DR E
GOODYEAR, AZ 85338

ALL OTHER PROPERTY LIMITED LIABILITY PARTNERSHIP
3719 E BASELINE RD
PHOENIX, AZ 85042

ALT 43 LLC
22301 W MAGNOLIA ST
BUCKEYE, AZ 85326

ARIZONA STATE OF
301 W JEFFERSON ST 10TH FL
PHOENIX, AZ 85003

BALES ENTERPRISES LLLP
20600 W BELOAT RD
BUCKEYE, AZ 85326

BAXTER CARL F TR
6706 S DEAN RD
BUCKEYE, AZ 85326

BELP-08 PROPERTIES LLC
20600 W BELOAT RD
BUCKEYE, AZ 85326

BNB DEVELOPMENT BUCKEYE LLC
14415 W MCDOWELL RD SUITE D106
GOODYEAR, AZ 85395

BORGES FRANCISCO
26001 LA QUESTA AVE
LAGUNA HILLS, CA 92653

BOYSE FAMILY REVOCABLE TRUST
6917 S 219TH DR
BUCKEYE, AZ 85236

BUCKEYE WATER CONS & DRAINAGE DIST
BOX 1726
BUCKEYE, AZ 85326

BUCKEYE WATER CONSERVATION & DRAINAGE DIST
205 W ROOSEVELT
BUCKEYE, AZ 85326

BUCKEYE WATER CONSERVATION & DRAINAGE DISTRICT
205 E ROOSEVELT AVE
BUCKEYE, AZ 85326

BUTLER KELLY J/BRYANT WILLIAM BRUCE
5519 S AIRPORT RD
BUCKEYE, AZ 85326

CAD BUCKEYE LLC
2353 W UNIVERSITY DR
TEMPE, AZ 85281

CARMICHAEL FARMS
PO BOX 76
PALO VERDE, AZ 85343

CHAVEZ CARLOS VILLEGAS/VILLEGAS ANA L
18412 W NAMBE ST
GOODYEAR, AZ 85338

CHEATHAM ROGER/SUSAN
6321 S 196TH DR
BUCKEYE, AZ 85326

CHERRY PROPERTIES LLC
7501 E MCCORMICK PKWY
SCOTTSDALE, AZ 85258

CLAPP DANIEL S/LINDSEY J
6312 S 196TH DR
BUCKEYE, AZ 85326

COPELAND STACEY
16511 S 202ND DR
BUCKEYE, AZ 85326

DAVIS CHARLES W JR/GAYLE L
5810 S 206TH DR
BUCKEYE, AZ 85326

DEAN FAMILY TRUST / DEAN ROY F & JUNE V
21151 W US HWY 85
BUCKEYE, AZ 85326

DUARTE MANUEL R/DIANA N
6203 S 196TH AVE
BUCKEYE, AZ 85305

EL COLIBRI FAMILY TRUST
7315 S 197TH DR
BUCKEYE, AZ 85326

EZELL JOHN V/CONNIE L TR
6115 S 196TH DR
BUCKEYE, AZ 85326

GF INVESTMENT GROUP II LLC
1725 W WILLIAMS DR SUITE 4
PHOENIX, AZ 85027

GILLILAND SAMUEL E/SALINA
5606 S JACKRABBIT TRL
BUCKEYE, AZ 85326

GONZALEZ FRANCISCO/DEGONZALEZ MARTHA AGUIRRE
5610 S 206TH DR
BUCKEYE, AZ 85326

GONZALEZ MARTHA LORENA HERNANDEZ/BOJORQUEZ LORENZO
20500 W HWY 85
BUCKEYE, AZ 85326

GOSNELL KASANDRA/BRANDON
5709 S 206TH DR
BUCKEYE, AZ 85326

GUNNING JOSEPH RICHARD/JOANNE MARIE
20409 W SUNLAND AVE
BUCKEYE, AZ 85326

GUTIERREZ OMAR LEON/AVALOS JOSEFINA OCEGUEDA
19802 W US HWY 85
BUCKEYE, AZ 85326

GUYMUP JOHN/MARY
PO BOX 273
LANGLOIS, OR 97450

GUYNUP JOHN/MARY
6824 S 219TH DR
BUCKEYE, AZ 85326

H S LOPEZ FAMILY TRUST
3901 E BROADWAY
TUSCON, AZ 85711

HALE FAMILY TRUST
6320 S 195TH DR
BUCKEYE, AZ 85326

HAMILTON DUANE T
5624 S JACKRABBIT TRL
BUCKEYE, AZ 85326

HEADSTREAM VANESSA S
6015 S 196TH AVE
BUCKEYE, AZ 85326

HENRY A HALL REVOCABLE LIV TR/HALL BARBARA E
33307 W LOWER BUCKEYE
TONOPAH, AZ 85354

HERNANDEZ ERIK/MARY
6313 S 195TH DR
BUCKEYE, AZ 85326

HERNANDEZ LUIS A SANDOVAL
6123 S 195TH DR
BUCKEYE, AZ 85326

HERNANDEZ UBALDO/ARCELIA
20132 W HWY 85
BUCKEYE, AZ 85326

HICKMAN LAND COMPANY LLC
12921 W MISSOURI
LITCHFIELD PARK, AZ 85340

HOLLY FAMILY TRUST
20051 W HWY 85
BUCKEYE, AZ 85326

HYLER RICHARD BRUCE
5712 S 206TH DR
BUCKEYE, AZ 85326

IMMING JOHN/GINA
6006 S 195TH DR
BUCKEYE, AZ 85326

JACKRABBIT RANCH LLC
PO BOX 356
BUCKEYE, AZ 85326

JERDIY FAMILY TRUST
9337 W SAN MIGUEL AVE
GLENDALE, AZ 85305

JOHNSON DAVID R/KAREN
20215 W SUNLAND AVE
BUCKEYE, AZ 85326

KAHLSTORF CHRISTOPHER DAVID/HOPE LYNN
5959 S 249TH LN
BUCKEYE, AZ 85326

KELLER DONALD/PAMELA M
5807 S 206TH DR
BUCKEYE, AZ 85326

KING DONNY/KARRI
18107 W DUNLAP RD
GOODYEAR, AZ 85338

KUIPER FAMILY TRUST/HK LEGACY LLC
4277 N SENTINEL DR
BUCKEYE, AZ 85396

LAZY TX FAMILY LLLP
7120 S DEAN RD
BUCKEYE, AZ 0

LIBERTY METHODIST CHURCH
19900 W HWY 85
BUCKEYE, AZ 85326

LIBERTY SCHOOL DIST #25
19871 W FREMONT RD
BUCKEYE, AZ 85326

MANSANARES PAUL
20610 W ARLINGTON RD
BUCKEYE, AZ 85326

MANSANARES PAUL
20515 W ARLINGTON RD
BUCKEYE, AZ 85326

MCCABE PEGGY L
19643 W FREMONT
BUCKEYE, AZ 85326

MCDANIEL BARBARA J
19609 W FREMONT
BUCKEYE, AZ 85326

MELTON STEVE/STACEY L
6317 S 195TH DR
BUCKEYE, AZ 85326

MUSICK LARRY/TAMARA A
6208 S 196TH DR
BUCKEYE, AZ 85326

MUSSATTO FAMILY REVOCABLE TRUST
48836 N 35TH AVE
NEW RIVER, AZ 85087

NIEDERMEYER LORAYNE TR
6702 S DEAN RD
BUCKEYE, AZ 0

NOLTE ZACHERY B
6322 S 196TH DR
BUCKEYE, AZ 85326

NORTHERN STATES COMMERCIAL LLC
6921 S 220TH AVE
BUCKEYE, AZ 85326

NTH QUALIFIED PERSONAL RESIDENCE TRUST/ETAL
5600 S JACKRABBIT TRL
BUCKEYE, AZ 85326

ODOM CHAD / ODOM LAND INVESTMENTS LLC
PO BOX 430
BUCKEYE, AZ 85326

P&B ROSS REVOCABLE TRUST
7309 S 197TH DR
BUCKEYE, AZ 85326

PARRA-ORTIZ MARIO C
2165 S 160TH DR
GOODYEAR, AZ 85338

PEARSON ANDREA H
5613 S 206TH DR
BUCKEYE, AZ 85326

PEREZ LUIS
4675 W 27TH PL
YUMA, AZ 85364

PHEIL ROBERT B III/JENKINS TARA M
6025 S 196TH DR
BUCKEYE, AZ 85326

PJ FARMS LTD PARTNERSHIP
3024 E PIESTEWA PEAK DR
PHOENIX, AZ 85016

PJ FARMS LTD PARTNERSHIP
5201 S BRUNER RD
BUCKEYE, AZ 85326

POPA ALEXANDRU/IOANA
6600 S DEAN RD
BUCKEYE, AZ 85326

PRIETO NAOMI/LOPEZ LUIS ANGEL
6217 S 196TH DR
BUCKEYE, AZ 85326

QUINTANA VERONICA M/NIGUEL ANGEUEL M
20142 W US HWY 85
BUCKEYE, AZ 85326

RABAGO RAMON ARNOLDO
2909 N KATIE LN
LITCHFIELD PARK, AZ 85340

RADOS PROPERTIES ARIZONA LAND LLC
2002 E MCFADDEN AVE STE 200
SANTA ANA, CA 92705

RAFTER T LLC
5560 E ATKINSON RD
FLAGSTAFF, AZ 86004

RATLIEF MARION DEWEY/MARGIE LOU TR
7120 S DEAN RD
BUCKEYE, AZ 85326

REXCO LLC
2241 E COLTER ST
PHOENIX, AZ 85016

REXCO NEXGEN LLC
2241 E COLTER ST
PHOENIX, AZ 85016

REXCO TRUST
2241 E COLTER ST
PHOENIX, AZ 85016

ROBERT W KNOUSE 2009 TRUST
7327 S 197TH DR
BUCKEYE, AZ 85326

ROBERTSON BARBARA ELAINE
6811 S 219TH DR
BUCKEYE, AZ 85326

RODRIGUEZ OCTAVIA GOMEZ/RAMIREZ YENI
6212 S DEAN RD
BUCKEYE, AZ 85326

SCHLABACH TERRY L
19707 W FREMONT
BUCKEYE, AZ 85326

SCHOOL DIST 25
19871 W FREMONT RD
BUCKEYE, AZ 85326

SCHOOL DISTRICT 25
17871 W FREMONT RD
BBUCKEY, AZ 85326

STRAIT JESSE CREW/TAYLOR
6205 S 195TH ST
BUCKEYE, AZ 85326

STRAND ROBERT D/DEBORAH A
6204 S 195TH DR
BUCKEYE, AZ 85326

SURVIVORS TRUST
7120 S DEAN RD
BUCKEYE, AZ 85326

SWIFT GERALD W & LILA D
20736 W HWY 85
BUCKEYE, AZ 85326

TARR TRAVIS
6219 S 195TH DR
BUCKEYE, AZ 85326

TGV INVESTMENTS LLC
2241 E COLTER ST
PHOENIX, AZ 85016

TITLE USA COMPANY OF AZ TRUST #1530
3030 N CENTRAL AVE
PHOENIX, AZ 85012

TREJO ESTEBAN V/MARTINEZ TERESA PEREZ
5304 N 106TH AVE
GLENDALE, AZ 85307

TREJO ESTEBAN VALDEZ/MARTINEZ TERESA PEREZ
19531 W FREMONT RD
BUCKEYE, AZ 85326

U S LIFE TITLE OF AZ TR 530
3030 N CENTRAL AVE
PHOENIX, AZ 85012

UNION PACIFIC RAILROAD COMPANY
1400 DOUGLAS STREET STOP 1640
OMAHA, NE 0

UNION PACIFIC RAILROAD COMPANY
1400 DOUGLAS STOP 1580
OMAHA, NE 68179

UNITED TITLE AGENCY OF AZ INC TRUST NO 5
3030 N CENTRAL AVE
PHOENIX, AZ 85012

USLIFE TITLE CO OF AZ TR 530
3030 N CENTRAL AVE
PHOENIX, AZ 85012

USLIFE TITLE CO OF AZ TR 530
2721 N CENTRAL AVE
PHOENIX, AZ 85004

VILLANUEVA DANIEL H
6306 S 195TH DR
BUCKEYE, AZ 85326

WEBB PRESTON/FAY
6905 S 219TH DR
BUCKEYE, AZ 85326

WOOD JUSTIN J/SHAWN T
7644 S DEAN RD
BUCKEYE, AZ 85326

WRUBLIK RODGER/TANA
PO BOX 282
LITCHFIELD PARK, AZ 85340

ZOOK GARY/NANCY
20720 W US HWY 85
BUCKEYE, AZ 85326

Affidavit of Mailing Notice

Case Number: PLZU-22-00003

Project Name: TGV / REXCO NEXGEN BUCKEYE

Applicant Name: Norris Design

Location: Northeast corner of Dean Road & MC 85

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statue, the applicant for public hearings in the City of Buckeye shall secure the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and shall send the public hearing notice to each said owner no less than fifteen (15) but no more than thirty (30) days prior to the public hearing date.

I confirm that I secured the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and did send the public hearing notice to each said owner no less than fifteen (15) but no more than thirty (30) days prior to the public hearing.

See attached copies of all sent letters and address lists.

Applicant's / Representative's signature: _____

SUBSCRIBED AND SWORN before me this 13th day of April, 2022, by:

_____
Notary Public

BRENDA BARRERA
Notary Public - Arizona
Maricopa County
Commission # 568635
My Comm. Expires Aug 7, 2023

My Commission Expires:
8-7-2023

CASE NUMBER:	PLZU-22-00003
PROJECT NAME:	TGV/REXCO NEXGEN BUCKEYE
REQUEST:	Major General Plan Amendment
PROPOSAL:	Employment Land Use and Text Amendment
LOCATION:	Northeast corner of Dean Road & MC 85
SIZE:	+/- 1,336 Acres
APPLICANT:	Norris Design
CONTACT PERSON:	Alan Beaudoin Phone: 602-254-9600 Email: abeaudoin@norris-design.com

Date: April 11, 2022

Dear Property Owner,

An application has recently been filed with the City of Buckeye Development Services Department regarding the request above. As required by the City of Buckeye Development Code, this Notice of Application is being sent to you because property ownership listed in your name is within the notice area required for the subject General Plan Amendment area. Our request is intended to modify the existing land use designation on the Buckeye General Plan of Neighborhood to Employment for the development of the subject property.

The request also includes a text amendment to the General Plan, to be placed under Section 1.8, subsection "Major Amendments." Existing text in the General Plan is shown in Italics below, while proposed text is shown in Italics and underlined.

1.8 GENERAL PLAN AMENDMENTS – Major Amendments

In accordance with A.R.S. §9-461.06, a change is to be considered a major amendment if the resulting change is a "substantial alteration of the municipality's land use mixture or balance" as established in this Plan.

Amendments to this Plan will be considered major if they meet one of the following criteria below, the occurrence of which results in a substantial alteration of the municipality's land-use mixture or balance.

1. *For all areas, a change in the Future Land Use Map of more than 160 acres or any change within the Luke Compatible Area (LCA) designation. <u>This criterion does not apply to land use changes from Employment to Neighborhood, regardless of size; such requests shall be processed as a minor amendment.</u>*
2. *General Plan text changes that are in conflict with or alter the goals and policies of the Plan.*

This notice is being sent to you to inform you of this application and provide you with an opportunity to relay any questions or comments you may have regarding this application. Should you have questions or concerns, you are invited to contact the person listed above.

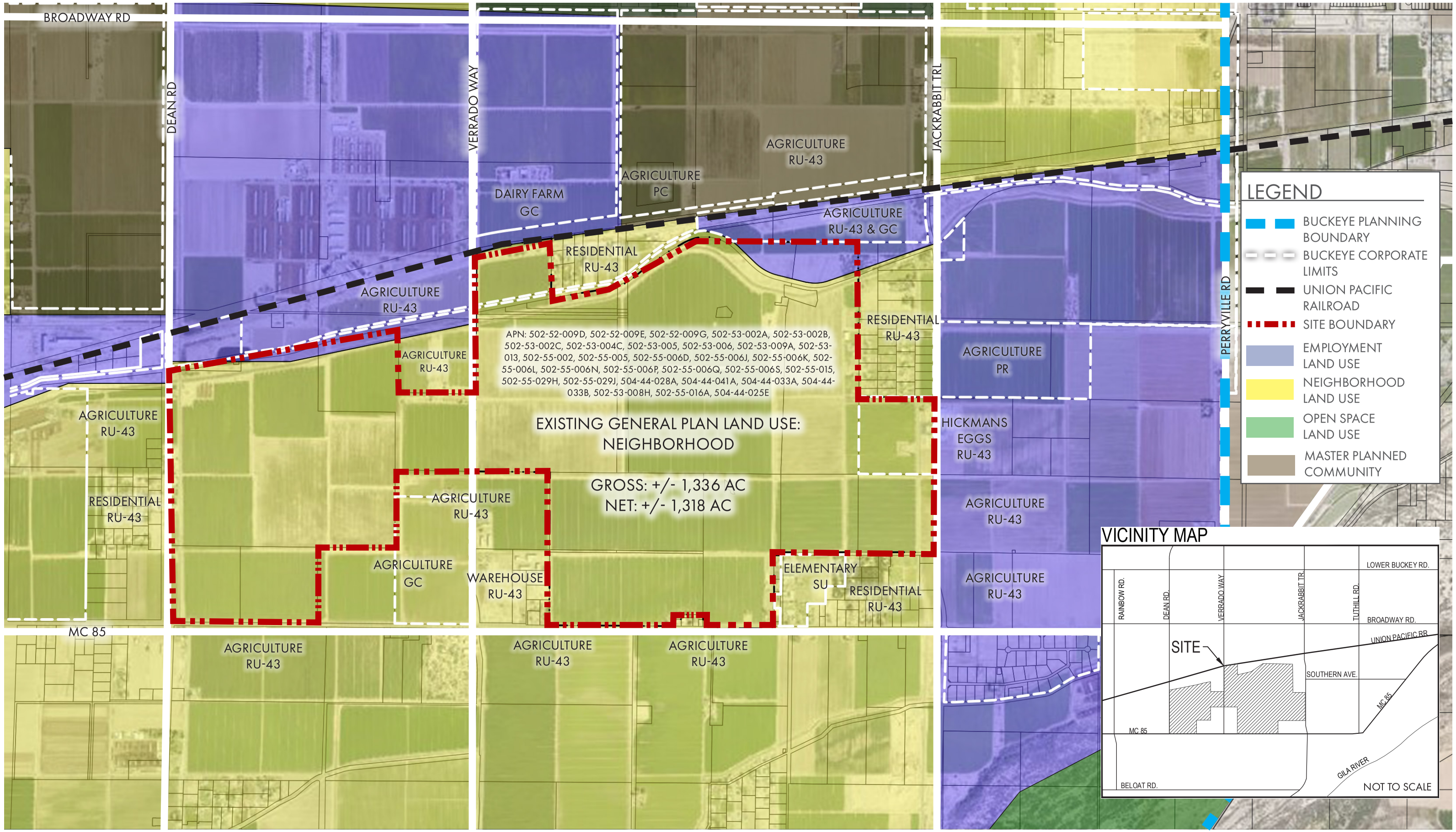
The upcoming hearing dates in regard to this request are as follows:

<u>Planning & Zoning Commission #1:</u>	<u>Planning & Zoning Commission #2:</u>	<u>City Council:</u>
Date: April 26, 2022 Time: 6:00 p.m. Coyote Branch Library 21699 W Yuma Road Buckeye, AZ 85326	Date: May 10, 2022 Time: 6:00 p.m. City Council Chambers 530 E Monroe Avenue Buckeye, AZ 85326	Date: May 17, 2022 Time: 6:00 p.m. City Council Chambers 530 E Monroe Avenue Buckeye, AZ 85326

I would be happy to answer any questions or hear any concerns that you may have regarding this proposal. You may reach me at 602-254-9600, or at abeaudoin@norris-design.com, or you may reach the City of Buckeye Planning and Zoning Division at planningandzoning@buckeyeaz.gov or 623-349-6207.

Sincerely,

Alan Beaudoin
Principal



TGV/REXCO NEXGEN BUCKEYE | EXHIBIT A | EXISTING GENERAL PLAN LAND USE

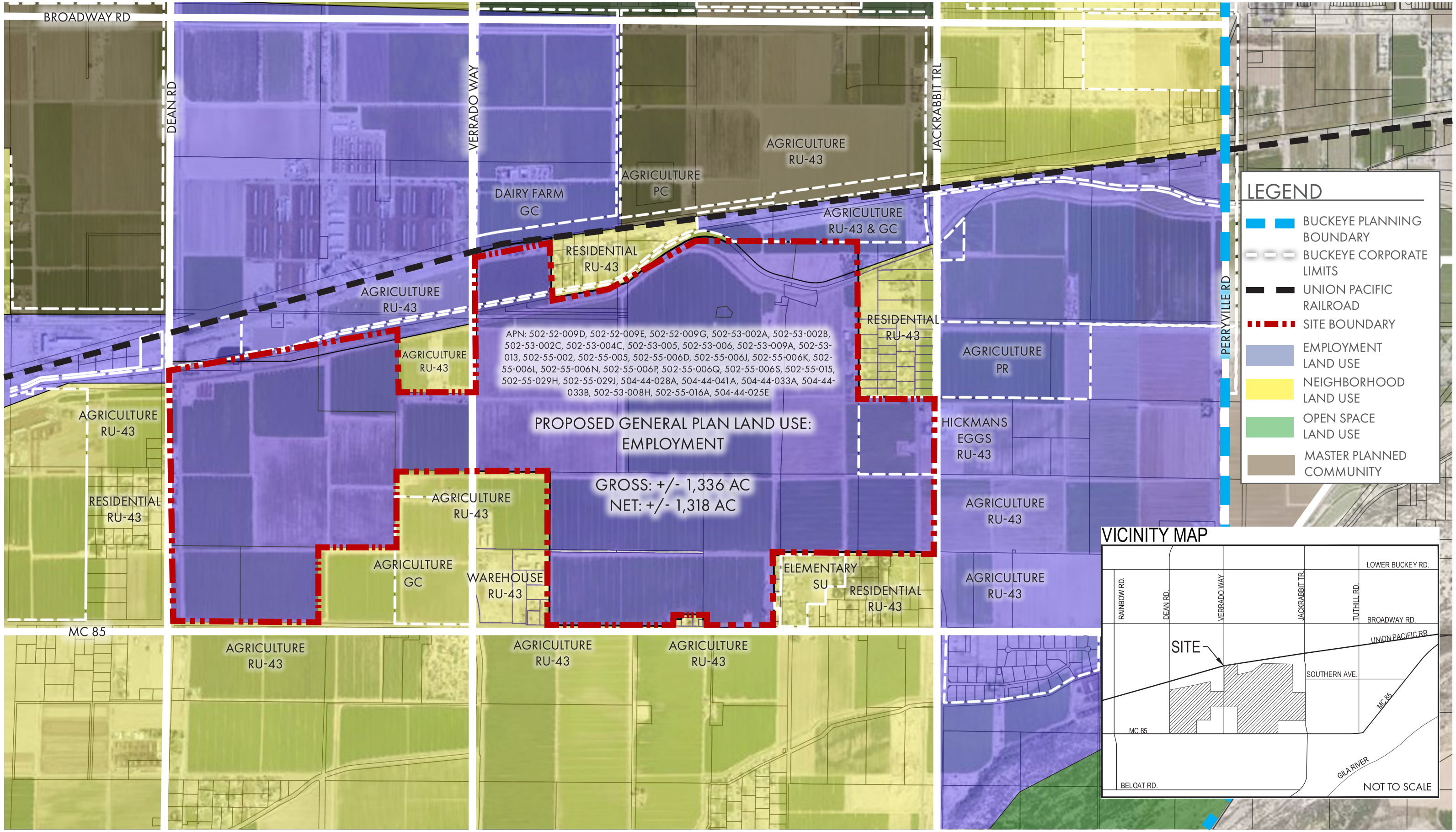
03/11/2022

NORTH

0' 750' 1500' 3000'

SCALE 1:1500

NORRIS DESIGN
Planning | Landscape Architecture |



TGV/REXCO NEXGEN BUCKEYE | EXHIBIT B | PROPOSED GENERAL PLAN LAND USE

03/11/2022

NORTH

0′ 750′ 1500′ 3000′

SCALE 1:1500

NORRIS DESIGN
Planning | Landscape Architecture |

42 ACRE LLC
13008 W SAM MIGUEL
LITCHFIELD PARK, AZ 85340

6215 S 195TH DRIVE LLC
3107 N MANSFIELD DR
LITCHFIELD PARK, AZ 85340

A TUMBLING T RANCHES
14929 W BROADWAY RD
GOODYEAR, AZ 85338

ABRAMS DONALD/PAVESE-ABRAMS MARIE
9630 S SAN MARCOS DR E
GOODYEAR, AZ 85338

ALL OTHER PROPERTY LIMITED LIABILITY PARTNERSHIP
3719 E BASELINE RD
PHOENIX, AZ 85042

ALT 43 LLC
22301 W MAGNOLIA ST
BUCKEYE, AZ 85326

BALES ENTERPRISES LLLP
20600 W BELOAT RD
BUCKEYE, AZ 85326

BAXTER CARL F TR
6706 S DEAN RD
BUCKEYE, AZ 85326

BELP-08 PROPERTIES LLC
20600 W BELOAT RD
BUCKEYE, AZ 85326

BNB DEVELOPMENT BUCKEYE LLC
14415 W MCDOWELL RD SUITE D106
GOODYEAR, AZ 85395

BORGES FRANCISCO
26001 LA QUESTA AVE
LAGUNA HILLS, CA 92653

BOYSE FAMILY REVOCABLE TRUST
6917 S 219TH DR
BUCKEYE, AZ 85236

BUCKEYE WATER CONS & DRAINAGE DIST
BOX 1726
BUCKEYE, AZ 85326

BUCKEYE WATER CONSERVATION & DRAINAGE DIST
205 W ROOSEVELT
BUCKEYE, AZ 85326

BUCKEYE WATER CONSERVATION & DRAINAGE DISTRICT
205 E ROOSEVELT AVE
BUCKEYE, AZ 85326

BUTLER KELLY J/BRYANT WILLIAM BRUCE
5519 S AIRPORT RD
BUCKEYE, AZ 85326

CAD BUCKEYE LLC
2353 W UNIVERSITY DR
TEMPE, AZ 85281

CARREON VANESSA DANIELLE/VILLANUEVA DOLORES M
6219 S 195TH DR
BUCKEYE, AZ 85326

CARMICHAEL FARMS
PO BOX 76
PALO VERDE, AZ 85343

CHAVEZ CARLOS VILLEGAS/VILLEGAS ANA L
18412 W NAMBE ST
GOODYEAR, AZ 85338

CHEATHAM ROGER/SUSAN
6321 S 196TH DR
BUCKEYE, AZ 85326

CHERRY PROPERTIES LLC
7501 E MCCORMICK PKWY
SCOTTSDALE, AZ 85258

CLAPP DANIEL S/LINDSEY J
6312 S 196TH DR
BUCKEYE, AZ 85326

COPELAND STACEY
16511 S 202ND DR
BUCKEYE, AZ 85326

COPPERSTATE WEST HOLDING INC
6308 W VERRADO WAY
BUCKEYE, AZ 85326

DAVIS CHARLES W JR/GAYLE L
5810 S 206TH DR
BUCKEYE, AZ 85326

DEAN FAMILY TRUST / DEAN ROY F & JUNE V
21151 W US HWY 85
BUCKEYE, AZ 85326

DUARTE MANUEL R/DIANA N
6203 S 196TH AVE
BUCKEYE, AZ 85305

EL COLIBRI FAMILY TRUST
7315 S 197TH DR
BUCKEYE, AZ 85326

EZELL JOHN V/CONNIE L TR
6115 S 196TH DR
BUCKEYE, AZ 85326

GILLILAND SAMUEL E/SALINA
5606 S JACKRABBIT TRL
BUCKEYE, AZ 85326

GONZALEZ FRANCISCO/DEGONZALEZ MARTHA AGUIRRE
5610 S 206TH DR
BUCKEYE, AZ 85326

GONZALEZ MARTHA LORENA HERNANDEZ/BOJORQUEZ LORENZO
20500 W HWY 85
BUCKEYE, AZ 85326

GOSNELL KASANDRA/BRANDON
5709 S 206TH DR
BUCKEYE, AZ 85326

GUNNING JOSEPH RICHARD/JOANNE MARIE
20409 W SUNLAND AVE
BUCKEYE, AZ 85326

GUTIERREZ OMAR LEON/AVALOS JOSEFINA OCEGUEDA
19802 W US HWY 85
BUCKEYE, AZ 85326

GUYMUP JOHN/MARY
PO BOX 273
LANGLOIS, OR 97450

GUYNUP JOHN/MARY
6824 S 219TH DR
BUCKEYE, AZ 85326

H S LOPEZ FAMILY TRUST
3901 E BROADWAY
TUSCON, AZ 85711

HALE FAMILY TRUST
6320 S 195TH DR
BUCKEYE, AZ 85326

HAMILTON DUANE T
5624 S JACKRABBIT TRL
BUCKEYE, AZ 85326

HEADSTREAM VANESSA S
6015 S 196TH AVE
BUCKEYE, AZ 85326

HENRY A HALL REVOCABLE LIV TR/HALL BARBARA E
33307 W LOWER BUCKEYE
TONOPAH, AZ 85354

HERNANDEZ ERIK/MARY
6313 S 195TH DR
BUCKEYE, AZ 85326

HERNANDEZ LUIS A SANDOVAL
6123 S 195TH DR
BUCKEYE, AZ 85326

HERNANDEZ UBALDO/ARCELIA
20132 W HWY 85
BUCKEYE, AZ 85326

HICKMAN LAND COMPANY LLC
12921 W MISSOURI
LITCHFIELD PARK, AZ 85340

HOLLY FAMILY TRUST
20051 W HWY 85
BUCKEYE, AZ 85326

HOLLY FAMILY TRUST
20051 E HWY 85
BUCKEYE, AZ 85326

HYLER RICHARD BRUCE
5712 S 206TH DR
BUCKEYE, AZ 85326

IMMING JOHN/GINA
6006 S 195TH DR
BUCKEYE, AZ 85326

JACKRABBIT RANCH LLC
PO BOX 356
BUCKEYE, AZ 85326

JERDIY FAMILY TRUST
9337 W SAN MIGUEL AVE
GLENDALE, AZ 85305

JOHNSON DAVID R/KAREN
20215 W SUNLAND AVE
BUCKEYE, AZ 85326

KAHLSTORF CHRISTOPHER DAVID/HOPE LYNN
5959 S 249TH LN
BUCKEYE, AZ 85326

KELLER DONALD/PAMELA M
5807 S 206TH DR
BUCKEYE, AZ 85326

KING DONNY/KARRI
18107 W DUNLAP RD
GOODYEAR, AZ 85338

KUIPER FAMILY TRUST/HK LEGACY LLC
4277 N SENTINEL DR
BUCKEYE, AZ 85396

LAZY TX FAMILY LLLP
7120 S DEAN RD
BUCKEYE, AZ 0

LIBERTY METHODIST CHURCH
19900 W HWY 85
BUCKEYE, AZ 85326

LIBERTY SCHOOL DIST #25
19871 W FREMONT RD
BUCKEYE, AZ 85326

MANSANARES PAUL
20610 W ARLINGTON RD
BUCKEYE, AZ 85326

MANSANARES PAUL
20515 W ARLINGTON RD
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MCCABE PEGGY L
19643 W FREMONT
BUCKEYE, AZ 85326

MCDANIEL BARBARA J
19609 W FREMONT
BUCKEYE, AZ 85326

MELTON STEVE/STACEY L
6317 S 195TH DR
BUCKEYE, AZ 85326

MUSICK LARRY/TAMARA A
6208 S 196TH DR
BUCKEYE, AZ 85326

MUSSATTO FAMILY REVOCABLE TRUST
48836 N 35TH AVE
NEW RIVER, AZ 85087

NIEDERMEYER LORAYNE TR
6702 S DEAN RD
BUCKEYE, AZ 0

NOLTE ZACHERY B
6322 S 196TH DR
BUCKEYE, AZ 85326

NORTHERN STATES COMMERCIAL LLC
6921 S 220TH AVE
BUCKEYE, AZ 85326

NTH QUALIFIED PERSONAL RESIDENCE TRUST/ETAL
5600 S JACKRABBIT TRL
BUCKEYE, AZ 85326

ODOM CHAD / ODOM LAND INVESTMENTS LLC
PO BOX 430
BUCKEYE, AZ 85326

P&B ROSS REVOCABLE TRUST
7309 S 197TH DR
BUCKEYE, AZ 85326

PARRA-ORTIZ MARIO C
2165 S 160TH DR
GOODYEAR, AZ 85338

PEARSON ANDREA H
5613 S 206TH DR
BUCKEYE, AZ 85326

PEREZ LUIS
4675 W 27TH PL
YUMA, AZ 85364

PHEIL ROBERT B III/JENKINS TARA M
6025 S 196TH DR
BUCKEYE, AZ 85326

PJ FARMS LTD PARTNERSHIP
3024 E PIESTEWA PEAK DR
PHOENIX, AZ 85016

PJ FARMS LTD PARTNERSHIP
5201 S BRUNER RD
BUCKEYE, AZ 85326

POPA ALEXANDRU/IOANA
6600 S DEAN RD
BUCKEYE, AZ 85326

PRIETO NAOMI/LOPEZ LUIS ANGEL
6217 S 196TH DR
BUCKEYE, AZ 85326

QUINTANA VERONICA M/NIGUEL ANGEUEL M
20142 W US HWY 85
BUCKEYE, AZ 85326

RABAGO RAMON ARNOLDO
2909 N KATIE LN
LITCHFIELD PARK, AZ 85340

RADOS PROPERTIES ARIZONA LAND LLC
2002 E MCFADDEN AVE STE 200
SANTA ANA, CA 92705

RAFTER T LLC
5560 E ATKINSON RD
FLAGSTAFF, AZ 86004

RATLIEF MARION DEWEY/MARGIE LOU TR
7120 S DEAN RD
BUCKEYE, AZ 85326

REXCO LLC
2241 E COLTER ST
PHOENIX, AZ 85016

REXCO NEXGEN LLC
2241 E COLTER ST
PHOENIX, AZ 85016

REXCO TRUST
2241 E COLTER ST
PHOENIX, AZ 85016

ROBERT W KNOUSE 2009 TRUST
7327 S 197TH DR
BUCKEYE, AZ 85326

ROBERTSON BARBARA ELAINE
6811 S 219TH DR
BUCKEYE, AZ 85326

RODRIGUEZ OCTAVIA GOMEZ/RAMIREZ YENI
6212 S DEAN RD
BUCKEYE, AZ 85326

SCHLABACH TERRY L
19707 W FREMONT
BUCKEYE, AZ 85326

SCHOOL DIST 25
19871 W FREMONT RD
BUCKEYE, AZ 85326

SCHOOL DISTRICT 25
17871 W FREMONT RD
BBUCKEY, AZ 85326

STRAIT JESSE CREW/TAYLOR
6205 S 195TH ST
BUCKEYE, AZ 85326

STRAND ROBERT D/DEBORAH A
6204 S 195TH DR
BUCKEYE, AZ 85326

SURVIVORS TRUST
7120 S DEAN RD
BUCKEYE, AZ 85326

SWIFT GERALD W & LILA D
20736 W HWY 85
BUCKEYE, AZ 85326

TARR TRAVIS
6219 S 195TH DR
BUCKEYE, AZ 85326

TGV INVESTMENTS LLC
2241 E COLTER ST
PHOENIX, AZ 85016

TITLE USA COMPANY OF AZ TRUST #1530
3030 N CENTRAL AVE
PHOENIX, AZ 85012

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5304 N 106TH AVE
GLENDALE, AZ 85307

TREJO ESTEBAN VALDEZ/MARTINEZ TERESA PEREZ
19531 W FREMONT RD
BUCKEYE, AZ 85326

U S LIFE TITLE OF AZ TR 530
3030 N CENTRAL AVE
PHOENIX, AZ 85012

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1400 DOUGLAS STREET STOP 1640
OMAHA, NE 0

UNION PACIFIC RAILROAD COMPANY
1400 DOUGLAS STOP 1580
OMAHA, NE 68179

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3030 N CENTRAL AVE
PHOENIX, AZ 85012

USLIFE TITLE CO OF AZ TR 530
3030 N CENTRAL AVE
PHOENIX, AZ 85012

USLIFE TITLE CO OF AZ TR 530
2721 N CENTRAL AVE
PHOENIX, AZ 85004

VILLANUEVA DANIEL H
6306 S 195TH DR
BUCKEYE, AZ 85326

WEBB PRESTON/FAY
6905 S 219TH DR
BUCKEYE, AZ 85326

WOOD JUSTIN J/SHAWN T
7644 S DEAN RD
BUCKEYE, AZ 85326

WRUBLIK RODGER/TANA
PO BOX 282
LITCHFIELD PARK, AZ 85340

ZOOK GARY/NANCY
20720 W US HWY 85
BUCKEYE, AZ 85326

PUBLISHED NOTIFICATION TEXT

The following legal notification was published in Community Zone 5 of the Arizona Republic on April 9, 2022:

City of Buckeye

NOTICE IS HEREBY GIVEN that the City of Buckeye Planning and Zoning Commission will hold a public hearing on Tuesday, April 26, 2022 to be held at the Coyote Branch Library, located at 21699 W Yuma Road at 6:00 p.m., for the purpose of hearing all persons for or against the following request:

NOTICE IS HEREBY GIVEN that the City of Buckeye Planning and Zoning Commission will hold a public hearing on Tuesday, May 10, 2022 to be held at the City Council Chambers, located at 530 E Monroe Avenue at 6:00 p.m., for the purpose of hearing all persons for or against the following request:

NOTICE IS HEREBY GIVEN that the City of Buckeye City Council will hold a public hearing on Tuesday, May 17, 2022 to be held at the City Council Chambers, located at 530 E Monroe Avenue at 6:00 p.m., for the purpose of hearing all persons for or against the following request:

Case No. PLZU-22-00003: Request by Alan Beaudoin, Norris Design, on behalf of owners TGV Investments LLC, Rexco Nexgen LLC, and Rexco Trust, for the approval of a Major General Plan Amendment including a land use designation modification from Neighborhood to Employment and text amendment, located at the northeast corner of Dean Road and MC 85.

For additional information, please contact the Development Services Department at (623) 349-6207.

SITE POSTING

Proof of site posting, including photos and site posting affidavit, are included on the following pages. One sign was posted on the subject property along MC 85, and another sign was posted on the subject property along Verrado Way.

AFFIDAVIT OF SIGN POSTING
City of Buckeye

Case No: PLZU-22-00003
Project Name:
Applicant Name: Norris Design
Location: NEC of MC85 & Verrado Way

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statue, the **applicant** for public hearing in the City of Buckeye shall post signs as Prescribed by the "City of Buckeye Site Posting Requirements." **It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property and to update the hearing information on the sign until the final disposition of the case. It shall also be the responsibility of the applicant to remove the sign within 10 days after final disposition of the case.**

I confirm that the site has been posted as detailed by the City of Buckeye Site Posting Requirements for the case above and the site was posted at least fifteen (15) prior to the public hearing.

Applicant's/Representative's signature: Meghan Riggetti

SUBSCRIBED AND SWORN before me on 04/11/22

Notary Public: Marybeth Conrad

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 591461
My Comm. Expires Oct 25, 2024

My Commission Expires: 10·25·24

City of Buckeye
PUBLIC HEARING
Planning and Zoning Commission #1: April 26, 2022 @ 6 PM
LOCATION OF HEARING: 21699 W Yuma Rd, Buckeye, AZ 85326
Planning and Zoning Commission #2: May 10, 2022 @ 6 PM
City Council Chambers, 530 E. Monroe Avenue Buckeye, AZ 85326
City Council Hearing: May 17, 2022 @ 6 PM
City Council Chambers, 530 E. Monroe Avenue, Buckeye, AZ 85326
REQUEST: Major General Plan Amendment
PROPOSAL: Modify Land Use Designation from Neighborhood to Employment; Text Amendment
GENERAL LOCATION: Northeast corner of Dean Road & MC 85
SIZE: +/- 1,336 Acres
CASE #'s: PLZU-22-00003
APPLICANT/CONTACT: Alan Beaudoin, Norris Design
PHONE #: 602-254-9600
DEVELOPMENT SERVICES DEPARTMENT
623-349-6207
Posting Date: 4/11/2022
W US Hw
Maps
20704–20706 W US Hwy 85
Buckeye AZ 85326
+33.377731,-112.496633
Monday, April 11, 2022 at 8:39:07 AM

City of Buckeye
PUBLIC HEARING
Planning and Zoning Commission #1: April 26, 2022 @ 6 PM
LOCATION OF HEARING: 21699 W Yuma Rd, Buckeye, AZ 85326
Planning and Zoning Commission #2: May 10, 2022 @ 6 PM
City Council Chambers, 530 E. Monroe Avenue Buckeye, AZ 85326
City Council Hearing: May 17, 2022 @ 6 PM
City Council Chambers, 530 E. Monroe Avenue, Buckeye, AZ 85326
REQUEST: Major General Plan Amendment
PROPOSAL: Modify Land Use Designation from Neighborhood to Employment; Text Amendment
GENERAL LOCATION: Northeast corner of Dean Road & MC 85
SIZE: +/- 1,336 Acres
CASE #'s: PLZU-22-00003
APPLICANT/CONTACT: Alan Beaudoin, Norris Design
PHONE #: 602-254-9600
DEVELOPMENT SERVICES DEPARTMENT
623-349-6207
Posting Date: 4/11/2022
S VERRADO WAY
Maps
6404–6866 S Verrado Way
Buckeye AZ 85326
+33.387452,-112.504247
Monday, April 11, 2022 at 8:24:22 AM

SUMMARY OF CONCERNS, ISSUES OR CHALLENGES

Prior to the neighborhood meeting, two phone calls were received regarding the application. The Norris Design team spoke with Dave Johnson (20215 W Sunland Avenue) and Alex Popa (6600 S Dean Road) about the application on March 11 and March 16, respectively. Both citizens had general questions about the planned use for the subject property and expressed no concerns.

Stacey Melton asked many questions about the request at the neighborhood meeting, but no major concerns remained at the end of the discussion.

RESOLUTIONS TO CONCERNS, ISSUES OR CHALLENGES

After discussion at the neighborhood meeting, no specific issues or challenges regarding the Major General Plan Amendment remained. The project team is committed to bringing forth a plan for the property that is compatible with adjacent land uses, particularly the existing residential. Specific measures to increase adjacent land use compatibility will be determined throughout the remainder of this case and during future entitlements for the property.

AGENDA ITEM: 3A - PLZU-22-00003

DATE: 04/24/2022

NAME: Gina Sanchez

ADDRESS: 7223 S 221st Ave, Buckeye, AZ 85326

PHONE: (623) 202-1863

COMMENT PROVIDED FOR PUBLIC RECORD

COMMENT:

I speak for myself, my husband, and my fellow neighbors when I say that we are extremely disappointed, disheartened, and disgusted at the possibility of turning 1,300 acres of beautiful, valuable, and somewhat rare, Buckeye farmland into an ugly, unsightly industrial complex. We all moved out here for a reason - to get away from the growth, crime, pollution, and traffic that is plaguing other cities in the valley. Buckeye is a very special place due to its agriculture. We are a slice of green and serene heaven amongst a brown, barren desert, and amongst the industrialization and the urbanization in other parts of the valley. Why would anyone want to build an industrial complex over the top of lush, fertile farmland? What do you think is going to happen years down the road when we have no farmland left and only concrete jungles? Where will we get our food - from a factory? Where will the farmers get their hay? Where will the cows and horses graze? Buckeye is known around the state for its amazing, high quality hay production. Arizona is known for cotton - one of its 5 Cs. Are we going to have to change that C from Cotton to Concrete? Also, it has been proposed that a possible water source for this new industrial complex would be the Buckeye canal. Excuse me, but that water belongs to me, my neighbors, and the farmers and ranchers in the area who depend on it to irrigate our acreages and crops. How dare you even consider taking our water to use for an industrial complex that we do not want! An industrial complex will bring jobs to Buckeye, you say. Good luck finding workers to fill those jobs. There are "Help Wanted" signs literally everywhere you go. What makes you think those jobs will even be filled? What happens when the economy takes a turn for the worst and this ugly, concrete behemoth sits empty for all of us to stare at in disgust on a daily basis? We are opposed to this industrial complex. Please respect our way of life.

AGENDA ITEM: 3A - PLZU-22-00003

DATE: 04/26/2022

NAME: Marianne Ramirez

ADDRESS: 7247 South 221st Avenue, Buckeye, Arizona 85326

PHONE: 4807346866

CITY CLERK STATE COMMENT FOR THE RECORD AT TIME OF MEETING

COMMENT:

I speak for myself, my fiancé, and my fellow neighbors when I say that we are extremely disappointed, disheartened, and discussed with the possibility of the re-zoning of 1,300 acres. This is beautiful, valuable, and rare, farmland not just for us but the animals that live on it. We have a family of bald eagles, white bird, African grays, red robins, rabbits and I can go on. Building an eyesore of an industrial complex. This will be the worst planning Buckeye has done for the citizens who live in these areas. This is poor planning and sneaky. Move these factories and warehouse to Verrado! I know you won't because they will become upset as well. We all moved out here for a reason - to get away from the growth, crime, pollution, and traffic that is plaguing other cities in the valley. Buckeye is a very special place due to its agriculture. This is my forever home, this is where my grassroots are. We go out on our patios and see the beautiful green hay, animals, and corn fields. My family has been in this town when it was called Sidney. Why would anyone want to build an industrial complex over the top of lush, fertile farmland? Now I will have to drive outside of Buckeye to ride my horses. Buckeye is known around the state for its amazing, high quality hay production. The hometown parades, good downhome family. Also, it has been proposed that a possible water source for this new industrial complex would be the Buckeye canal. We pay for the water as well as my neighbors, and the farmers and ranchers in the area. Please respect our way of life. Don't build a manufacturing plant, or anything that will be an eyesore. As we all know you may have already made up your mind. Then meet us half way and place the buildings far away from Dean Road. Who know the people they will employ. We could start having issues with the employees wondering off at night into our properties to commit crime. Please rethink this rezoning. Respectfully Marianne

MAJOR GENERAL PLAN AMENDMENT

Report to the Mayor and City Council

CASE NUMBER:	**PLZU-22-00003**
TITLE:	**TGV Rexco Nexgen Major General Plan Amendment**
MEETING DATE:	**May 17, 2022**

Applicant:	Norris Design
Owner:	TGV Investments LLC, Rexco Nexgen LLC, and Rexco Trust
Request:	Major General Plan Amendment with two (2) components: 1) Amendment to the General Plan Land Use Map, changing the land use designation of approximately 1,336 acres from Neighborhood to Employment; and 2) Amendment to the General Plan text, Page 1-10, Section 1.8, revising the requirements for a major/minor amendment to allow Employment land use to convert to a Neighborhood land use with a minor amendment regardless of the size of the site.
District:	City Council District 3 – Councilmember Michelle Hess
Location:	Generally, on the northeast corner of Dean Road and Maricopa County Route 85 (MC85)
Site size:	Approximately 1,336 acres
Public input:	Public input is required by the Buckeye Municipal Code and the proposal was mailed, published in the newspaper, and signs posted. Additionally, a neighborhood meeting was held virtually on March 30, 2022.
Recommendation:	**Recommend to Approve Resolution 55-22**

PROJECT DESCRIPTION

1. The Imagine Buckeye 2040 General Plan document (also referred to as “Imagine Buckeye 2040” or simply the "General Plan") is used by the City to guide Buckeye’s future relative to land use, public services, infrastructure, and resource management. The General Plan is designed to guide Buckeye’s future while retaining the community’s distinctive character and culture.
2. Alan Beaudoin of Norris Design on behalf of TGV Investments LLC / Rexco Nexgen LLC / Rexco Trust, is proposing a Major General Plan Amendment (“GPA”) that will change the land-use category of 1,336 acres from Neighborhood to Employment land use.
3. Employment Land Use denotes areas of development that have a focus on employment opportunities that contribute to the overall local and regional economies including industrial, business parks, and ancillary supporting commercial uses.
4. Neighborhood Land Use designates areas that have a broad range of residential development including low to high density. This land use designation may also include other integrated land uses that support neighborhood functions such as parks, assembly, neighborhood scaled shops, small offices, and educational facilities.
5. In accordance with ARS §9-461.06, a change to the General Plan is to be considered a major amendment if the resulting change is a “substantial alteration of the municipality’s land use mixture or balance” as established in the Plan. For all areas, any change in the Future Land Use Map of more than 160 acres or any change within the Luke Compatible Area (“LCA”) designation currently require a Major GPA Amendment.
6. The request also includes a text amendment to the General Plan which modifies what constitutes a major versus minor amendment, applicable only if the land use designation is changing from the more intensive Employment designation to the less intensive Neighborhood designation. The proposed change will allow requests to modify the land use designation of properties from Employment to Neighborhood, irrespective of project acreage, as a minor amendment; currently, any request to modify the land use designation of over 160 net acres requires processing as a major amendment.

PUBLIC PARTICIPATION SUMMARY:

7. Arizona statute governing Major General Plan Amendments mandates cities provide a 60-day period during which the Planning & Zoning Commission, City Council, abutting jurisdictions, and relevant state and county agencies, can review the request and provide feedback for incorporation into the proposal. Notice of the 60-day review period was completed on March 3, 2022, with the review period set to end on May 2, 2022. As of the

writing of this report, only the Liberty Elementary School District #25 provided concern regarding the proposal:

> *Thank you for the opportunity to respond. My only concern with the proposed use plan is the reduction or elimination of residential housing north of the Liberty Elementary School. The school was rebuilt based on information about planned use. This would adversely impact the enrollment at the school. Additionally, there could be concerns about what is built on the north side of Fremont with traffic and visibility. I am not as concerned about the property west of the district land that is currently in the final stage of purchase from the Vanderwey family. Is it possible to maintain a portion of the property for residential purposes?*

8. As of the writing of this report, no other notified agencies or jurisdictions have indicated any concern with the applicant's proposal.
9. The applicant hosted a virtual Neighborhood Meeting March 30, 2022. In addition to City staff, property owners, and the applicant's team, two (2) individuals attended the open house. The comments were generally inquisitive and supportive of the proposed changes as long as buffers were incorporated against existing residential. Questions included transportation, timing, and proposed uses. Please refer to the attached Citizen Participation Report; Exhibit D.
10. Public notice has been conducted in accordance with the Development Code and State Statute. At least 15 days of advance notice was provided for the open house and public hearings.
11. ***Table 1:*** *Notice of Planning Commission and City Council Public Hearings*

Notification Element	Date
Published	April 9, 2022
Site Posted	April 11, 2022
Mailing to Property Owners within 500 feet	April 11, 2022

BACKGROUND:

12. *August 2018:* Imagine Buckeye 2040 General Plan was ratified by the City of Buckeye voters. The approved General Plan land use map identified the future character of the subject project area as Neighborhood.
13. *January 6, 2022:* The applicant submitted an application for a Major GPA.
14. *March 30, 2022:* The applicant held a Neighborhood Meeting virtually. Refer to the attached Citizen Participation Report; Exhibit D.

15. *April 26, 2022:* A Planning and Zoning Commission public hearing was held at the City of Buckeye Public Library, Coyote Branch.

16. *May 10, 2022:* A second Planning and Zoning Commission public hearing was held at the City of Buckeye Council Chambers.

ANALYSIS:

Map Changes

17. The proposed General Plan map amendment will change approximately 1,336 acres from Neighborhood to Employment land use. The map amendment is supported, as staff believes it will:
    - Provide a very large site that could accommodate a major manufacturing entity without negotiating with multiple land owners in furtherance of General Plan ("GP") Policy G-7.1: *"The City of Buckeye should identify and protect areas suitable for large scale office park and industrial activities, such as distribution, logistics, manufacturing, and other employment type uses within the City's MPA"*;
    - The site has frontage along the Union Pacific rail line in furtherance of GP Policy G-7.2: *"The City of Buckeye will encourage the use of the land adjacent to existing rail corridors for light and general industrial employment uses"*;
    - The proposal will further the City's Economic Development related goals of attracting businesses in the logistics and advanced manufacturing sectors and meeting desired jobs to population ratios outlined in GP Policy G-1.8: *"The City of Buckeye will encourage commerce and business employment centers that respond to the City's economic needs and that correspond with Buckeye's targeted economic sectors." and GP Policy G-7.3 "The City of Buckeye will have an average of one to one jobs per household"*;
    - The site has access to I-10 via full diamond interchanges at Verrado Way and Jackrabbit Trail in conformance with GP Policy G-9.3: *"The City of Buckeye should protect its primary industrial and commercial corridors (areas with access to highways and railroads) from conversion to non-employment uses or encroachment by uses that would limit future uses on these sites"*;
    - The site has direct access to MC85, a future "Principal Arterial," according to the City of Buckeye Transportation Master Plan in conformance with GP Policy G-9.3 described above; and
    - The property is adjacent to the planned State Route 30 corridor in conformance with GP Policy G-9.3 described above.

18. Industrial or light manufacturing uses will be developed in a way that is compatible with adjacent existing residential uses. The City has initiated an amendment to the General Plan with a revised Employment land use description which introduces the concept of an Employment Transition Area ("ETA"). Per the amendment, development within the one-quarter (1/4) mile of any Neighborhood use will take steps to minimize impacts on adjoining neighborhoods in accordance with the ETA standards. A future area plan or overlay may define specific transitions for the subject property.
19. Approval of the proposed General Plan land use map amendment will not change the jurisdiction or zoning of a property within the amendment areas. Properties will retain their existing jurisdiction and zoning until such time that the owners request annexation or rezoning by filing the appropriate applications with the City.
20. All map exhibits in the General Plan will be updated to reflect changes in the land use.

Text Change

21. A text amendment to the General Plan which modifies what constitutes a major versus minor amendment if the land use designation is changing from Employment to Neighborhood is proposed. The text amendment, will be located under Section 1.8, subsection "Major Amendments." The request would modify the section to allow a land use change from Employment to Neighborhood regardless of size; such requests shall be processed as a minor amendment. Refer to the language modification below. The addition to the italicized text is underlined.
22. *1.8 GENERAL PLAN AMENDMENTS*

    Major Amendments

    In accordance with A.R.S. §9-461.06, a change is to be considered a major amendment if the resulting change is a "substantial alteration of the municipality's land use mixture or balance" as established in this Plan.

    Amendments to this Plan will be considered major if they meet one of the following criteria below, the occurrence of which results in a substantial alteration of the municipality's land-use mixture or balance.

    1. *For all areas, a change in the Future Land Use Map of more than 160 acres. <u>This criterion does not apply to land use changes from Employment to Neighborhood, regardless of size; such requests shall be processed as a minor amendment.</u>*
    2. *~~or~~ Any change within the Luke Compatible Area (LCA) designation.*
    3. *General Plan text changes that are in conflict with or alter the goals and policies of the Plan.*

23. The Buckeye Municipal Code mandates that minor amendments to the General Plan are required to be heard by the Planning and Zoning Commission and approved by the Mayor and City Council, but are not limited to once a year as is the case for major amendments.
24. As the proposed text amendment would only serve to decrease intensity of use, staff is supportive of the modification.
25. The text within Section 1.8 of the General Plan will be updated to reflect the text amendment.

PLANNING AND ZONING COMMISSION MEETINGS:

26. *April 26, 2022:* The Planning and Zoning Commission held a public hearing for the subject request at the City of Buckeye Public Library Coyote Branch. Residents/speakers provided concern regarding the proposal including:
    - *Loss of rural setting:* The proposed site abuts existing Employment land uses to the north and east.
    - *Buffers:* A concurrent Employment Transition Area is proposed for Employment land uses that would provide buffers and transitions to residentially zoned properties.
    - *Water:* It was suggested at the meeting that water from the Buckeye Canal would be used for the project area. This is not the case unless the use is strictly agricultural. Any development in the project area will have to provide their own water solution that would not negatively impact existing development in the area.
    - *Rail:* A speaker claimed that the property has no rail access. As the only portion of this particular GPA boundary is only a quarter (1/4) mile long with an existing vehicle access easement. The subject property owner group also owns the properties, already within an Employment land use, to the west providing one (1) mile of rail access.
    - *Uses:* In addition to the allowable Industrial zoning districts (I-1 and I-2), Business Park (BP) and Professional Office (PO) are other districts allowed within the Employment land use.
27. *May 10, 2022:* The Planning and Zoning Commission held a public hearing for the subject request at Buckeye City Hall Council Chambers. Resulting action was not determined as of the writing of this report.

RECOMMENDATION:

28. Staff recommends the Mayor and City Council approve Resolution 55-22, a Major General Plan Amendment for TGV Rexco Nexgen. The adoption of a Major General Plan Amendment will require approval by at least two-thirds (2/3) of the members of the Mayor and City Council.

ATTACHMENTS:

Exhibit A - Vicinity Map
Exhibit B - Applicant Project Narrative
Exhibit C - Existing and Proposed General Plan Amendments Maps
Exhibit D - Citizen Participation Report
Exhibit E – Letters from Residents
Exhibit F – Resolution 55-22

Prepared By:
Hobart Wingard, Principal Planner

Reviewed By:
Adam Copeland, Deputy Planning Director

WHEN RECORDED RETURN TO:

City of Buckeye
ATTN: Lucinda J. Aja, City Clerk
530 East Monroe Avenue
Buckeye, Arizona 85326

RESOLUTION NO. 55-22

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING A MAJOR AMENDMENT TO THE GENERAL PLAN, TO AMEND THE CRITERIA FOR FUTURE MAJOR AMENDMENTS, AND TO AMEND THE LAND USE MAP ON APPROXIMATELY 1,336 ACRES GENERALLY LOCATED BETWEEN MC-85 AND SUNLAND AVENUE, AND BETWEEN DEAN ROAD AND JACKRABBIT TRAIL, FROM NEIGHBORHOOD LAND USE TO EMPLOYMENT.

WHEREAS, the City has considered a Major Amendment to its adopted General Plan, which includes a text amendment to the criteria for major and minor amendments (the "Text Amendment"), and an amendment to the Land Use Map in an area generally located between MC-85 and Sunland Avenue, and between Dean Road and Jackrabbit Trail (the "Map Amendment"); and

WHEREAS, the Text Amendment will amend the criteria for a major amendment, allowing a future change from Employment to Neighborhood use to be processed as a minor amendment regardless of size; and

WHEREAS, the Map Amendment will amend the Land Use Map on approximately 1,336 acres from Neighborhood land use to Employment; and

WHEREAS, this Resolution has been properly noticed for public hearing in compliance with Section 8-3-2 of the Development Code of the City of Buckeye and ARIZ. REV. STAT. § 9-461.05 and 461.06; and

WHEREAS, the City has provided an opportunity for official comment by public officials and agencies, the county, appropriate school districts, associations of governments, public land management agencies, other appropriate governmental jurisdictions, public service corporations, civic, and other stakeholders; and

WHEREAS, the Buckeye Planning and Zoning Commission has recommended approval of this Major Amendment after holding two public hearings on the proposed amendment, with one on April 26, 2022 at the Coyote Branch of the Buckeye Public Library and one on May 10, 2022 at Buckeye City Hall; and

WHEREAS, the Planning and Zoning Commission recommended this Major Amendment for approval on May 10, 2022; and

WHEREAS, the proposed Major Amendment would have the effect of revising the text and Land Use Map of the City of Buckeye General Plan as referenced in this resolution; and

WHEREAS, approving this Major Amendment is consistent with the purposes and intent of the Buckeye General Plan.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of Buckeye, Arizona, that:

Section 1. The above recitals are hereby incorporated as though fully set forth herein.

Section 2. The Mayor and Council of the City of Buckeye, Arizona finds and determines that notice has been given in the manner required by ARIZ. REV. STAT. § 461.06.

Section 3. The TGV Rexcon Nexgen Major General Plan Amendment, Case Number PLZU-22-00003, is hereby approved.

Section 4. Upon the effective date of this Resolution, the Zoning Administrator is directed to make the appropriate changes to the text of the General Plan, as reflected in **Exhibit A**, attached hereto and incorporated herein by reference, and to the General Plan Land Use Map, as reflected in **Exhibit B**, attached hereto and incorporated herein by reference, to reflect this approved Major General Plan Amendment.

Section 5. 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 17th day of May, 2022.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

JAG:jag 4466131.1 5/9/2022

EXHIBIT A
TO
RESOLUTION NO. 55-22

[Text Amendment to General Plan]

Amended to:

Section 1.8 General Plan Amendments	**Major Amendments** In accordance with A.R.S. §9-461.06, a change is to be considered a major amendment if the resulting change is a "substantial alteration of the municipality's land use mixture or balance" as established in this Plan. Amendments to this Plan will be considered major if they meet one of the following criteria below, the occurrence of which results in a substantial alteration of the municipality's land-use mixture or balance. 1. For all areas, a change in the Future Land Use Map of more than 160 acres. This criterion does not apply to land use changes from Employment to Neighborhood, regardless of size; such requests shall be processed as a minor amendment. 2. Any change within the Luke Compatible Area (LCA) designation. 3. General Plan text changes that are in conflict with or alter the goals and policies of the Plan.

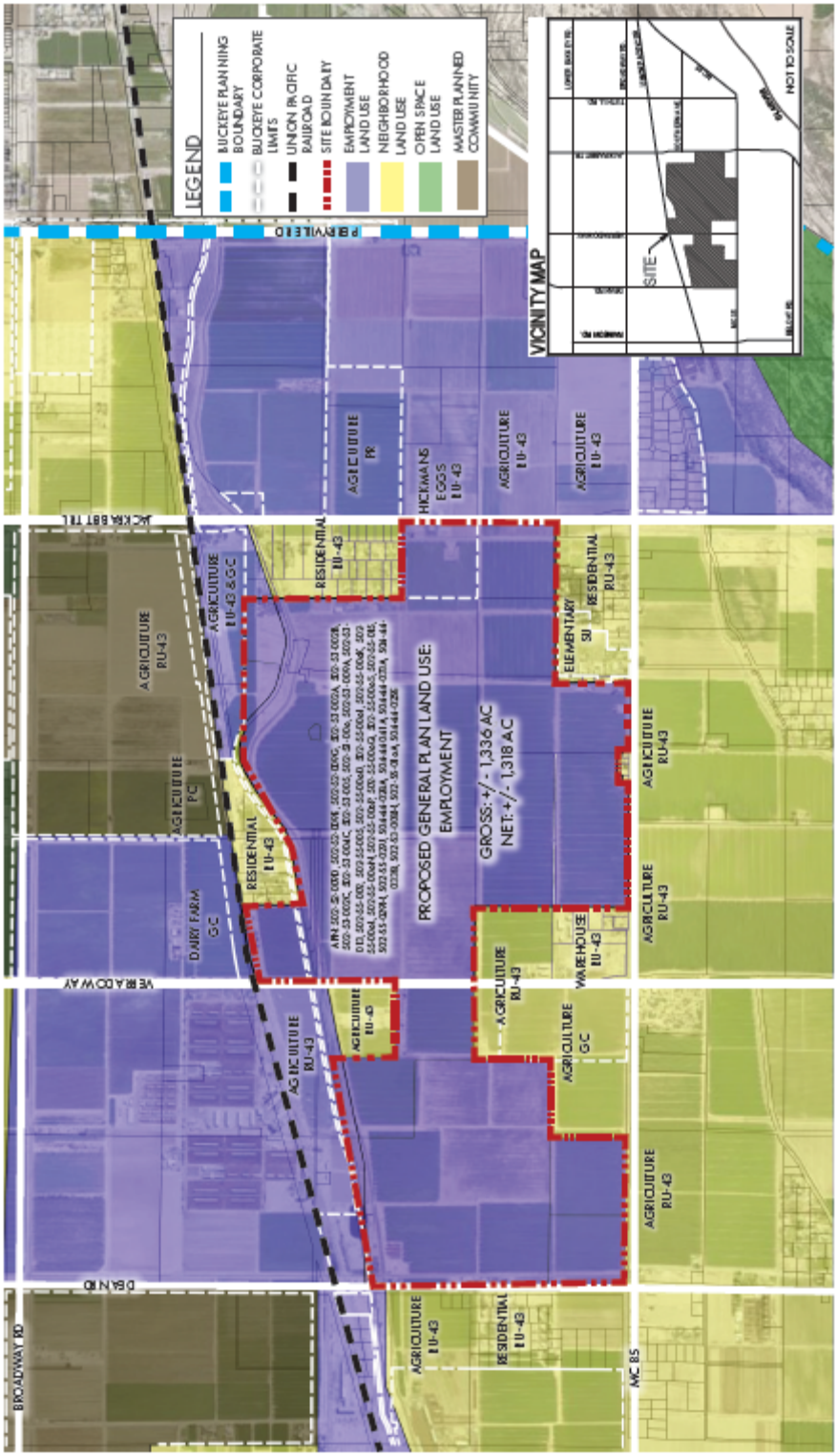
Previous text:

Section 1.8 General Plan Amendments	**Major Amendments** In accordance with A.R.S. §9-461.06, a change is to be considered a major amendment if the resulting change is a "substantial alteration of the municipality's land use mixture or balance" as established in this Plan. Amendments to this Plan will be considered major if they meet one of the following criteria below, the occurrence of which results in a substantial alteration of the municipality's land-use mixture or balance. 1. For all areas, a change in the Future Land Use Map of more than 160 acres, or any change within the Luke Compatible Area (LCA) designation. 2. General Plan text changes that are in conflict with or alter the goals and policies of the Plan.

JAG:jag 4466131.1 5/9/2022

EXHIBIT B
TO
RESOLUTION 55-22

[Amendment to General Plan Map]



JAG:jag 4466131.1 5/9/2022

Major Amendments

In accordance with A.R.S. §9-461.06, a change is to be considered a major amendment if the resulting change is a "substantial alteration of the municipality's land use mixture or balance" as established in this Plan.

Amendments to this Plan will be considered major if they meet one of the following criteria below, the occurrence of which results in a substantial alteration of the municipality's land-use mixture or balance.

1. For all areas, a change in the Future Land Use Map of more than 160 acres~~, or any~~. This criterion does not apply to land use changes from Employment to Neighborhood, regardless of size; such requests shall be processed as a minor amendment.

2. Any change within the Luke Compatible Area (LCA) designation.

~~2~~3. General Plan text changes that are in conflict with or alter the goals and policies of the Plan.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 05/17/22	**AGENDA ITEM:** 7.C. Determination of Necessity Hearing - Miller Road, Lower Buckeye Road to Pima Street Expansion
DATE PREPARED: 05/17/22	**DISTRICT NO.:** 3
STAFF LIAISON: Rhiannon Zuleger, Right of Way Agent, rzuleger@buckeye.gov, (623) 349-6265	
DEPARTMENT: Engineering	**AGENDA ITEM TYPE:** Public Hearing / Non Consent - New Business

TIME NEEDED: 45

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to hold a public hearing and take action on Resolution No. 36-22 determining that certain street improvements to Miller Road from Lower Buckeye Road to Pima Street within the City of Buckeye are necessary prior to development of adjacent property; declaring its intent to construct such street improvements; ordering that plans, specifications and estimates of costs for such street improvements be prepared by the City Engineer; and ordering that such street improvements be constructed by the City of Buckeye following a call for sealed bids.

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

ADDITIONAL RELEVANT GOALS:
GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

SUMMARY

PROJECT DESCRIPTION:

Based upon the most recent approved traffic impact analysis for development in the area, there is a need to improve capacity on Miller Road from Lower Buckeye Road to Pima Street in 2024 to maintain acceptable levels of service.

Improvements are being done on Miller Road from Lower Buckeye Road to Pima Street prior to development of the adjacent parcels. Chapter 20-12 of municipal code requires that developers dedicate public right-of-way and construct their adjacent half-street improvements at the time of development. In accordance with ARS 9-243 and 9-276.A.23, and Municipal Code Chapter 20-13, the City may assess an adjacent undeveloped parcel of land for the permanent street improvements installed prior to the development. There are a few requirements that have to be met as follows:

- Assessment may not exceed the cost of the 1/2 street improvements, for each adjacent street frontage.
- Assessment may not exceed the requirements of the City of Buckeye (COB) Engineering Design Standards.
- The Assessment shall not exceed 1000 lineal feet in length, for each adjacent street frontage.
- If a single family residential lot of less than 200 lineal feet of frontage; assessment cannot exceed the cost of 1/2 of a local street.
- Assessment of property shall not exceed actual costs incurred by City.

In addition all public notification requirements prior to this public hearing have been met:

- Letter sent out to all affected property owners.
- Affidavit filed with City Clerk Project.
- Area has been posted with signage.
- 5 consecutive adds in the AZ Republic have been run.

All the above requirements are met for the assessments being sought for this project, and staff is requesting that Council consider this project for Determination of Necessity as it pertains to a future Scalloped Streets Assessment.

The impacted Properties are:

- STF Retail 2 Partners
- LDV Ventures LLC
- Glendale Ave and Miller Ave LLC
- Yuma/Miller Rd. 20 Acres LLC
- Emrland LLLP
- Bhatti, Inc
- Speedsmart LLC
- NexGen Universal VIII LLC
- M and U Land LLC

Below is a preliminary estimate of what these assessments could be:

APN	OWNER	Est. Assess. ROW	Est. Assess. Streets	Est. Utility Assess.		Est. Assess. TOTAL
504-63-907	STF Retail 2 Partners, L.L.C.	$259,797.00	$1,027,198			$1,286,995
504-63-906A	LDV Ventures, LLC	$150,236.00	$305,795			$456,031
504-63-007Y	Glendale Ave/Miller Rd, LLC	$8,125.00	$361,113			$369,238
504-63-007W	Yuma/Miller Rd, 20 Acres, LLC	$7,843.00	$449,152			$456,995
504-26-014E 504-26-014G	Emrland, LLLP	$88,915.00	$215,345			$304,260
504-63-017A 504-63-017B	Bhatti, Inc	$78,426.00	$438,196			$516,622
504-63-021A 504-63-021B	Bhatti, Inc	$49,764.00	$367,176			$416,940
504-63-548	SpeedSmart 112, Inc.	$75,522	$900,000			$975,522
504-63-554 504-63-555	Next Gen Universal VIII, LLC	$30,277	$452,582			$482,859
504-24-008M	M & U Land, LLC	$79,352	$1,496,248			$1,575,600
EST Assessed Subtotals By Type		$849,361	$6,012,805			$6,862,166

BENEFITS:

The corridor will support the incoming traffic at an acceptable level of service by increasing the capacity of Miller Road.

FUTURE ACTION:

Staff will acquire the necessary right of way in the coming months. The project will be bid in accordance with the public bid process, and sealed bids will be received and placed on file with the Clerk. Once the project is complete another public notification hearing will be scheduled to present final project costs and adopt the resolution to assign the assessment to each property.

FINANCIAL IMPACT STATEMENT:
The City will spend appropriated dollars approved by council for the Capital Improvement Project 105260 Miller Rd Expansion - Lower Buckeye Road to Pima Street. Should Council decide to assess the properties, any developer to develop thereafter, for a period of up to 10 years, must pay the assessment to the City of Buckeye at the time of development. Otherwise, the assessment abates after a period of 10 years from recording. The total cost of the assessment is estimated to be $6.8 million, and a detailed breakdown of the property assessments may be seen in the table above.

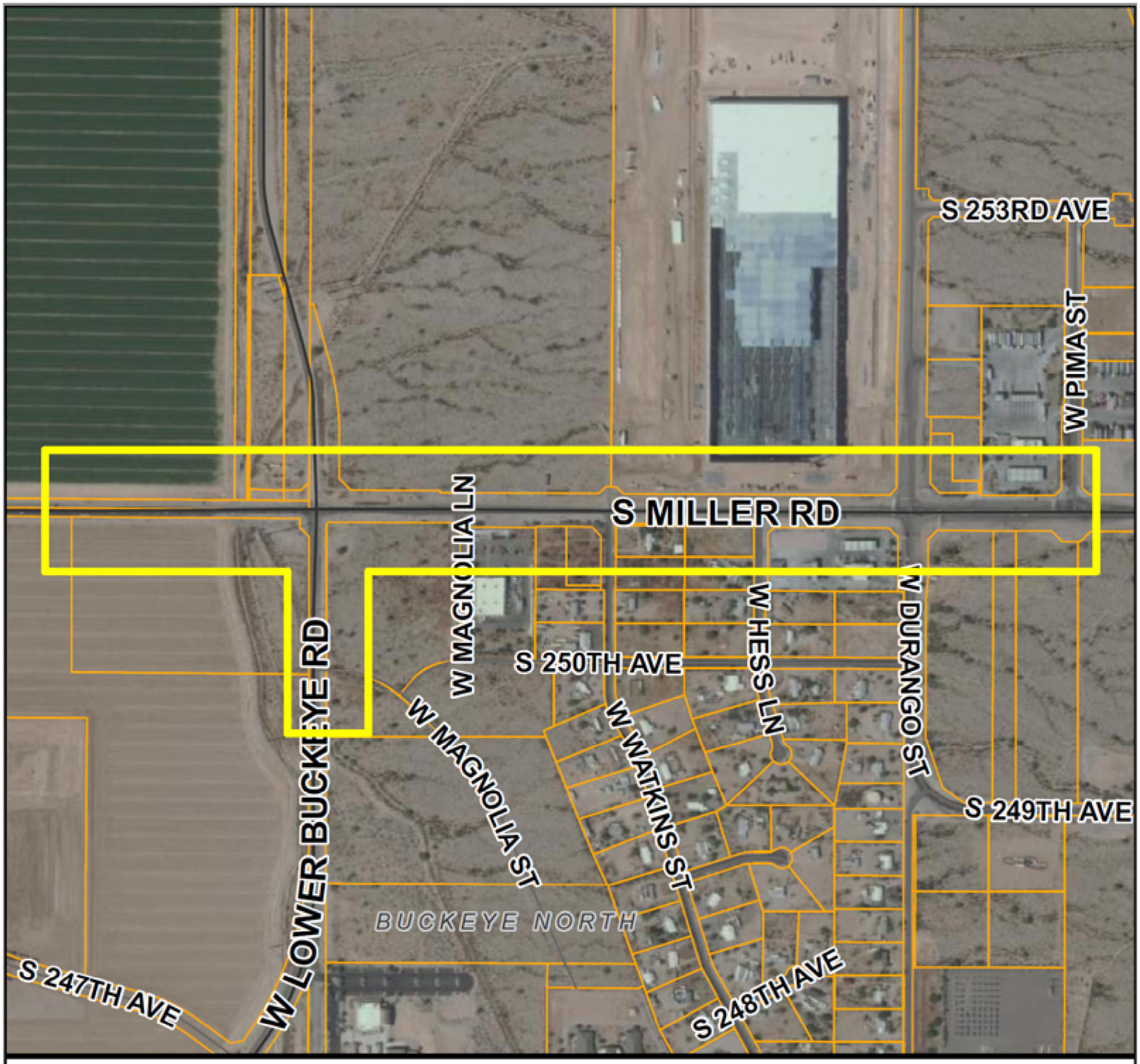
CURRENT FISCAL YEAR TOTAL COST:
21/22
$6,800,000

BUDGETED:
Yes

FISCAL YEAR:
2021-22

FUND/DEPARTMENT:
50213170-543137

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Miller Rd Expansion Vicinity Map.pdf
RES 36-22 - Scalloped Streets Determination of Street Improvements and Costs Miller Rd Lower Buckeye to Pima 5.11.2022.pdf
Letter of Objection_Parminder Singh_M&U Land LLC.pdf
Letter of Objection_Price Law Group_Speedsmart.pdf



BUCKEYE, AZ

N

Miller Rd
Lower Buckeye Rd to Pima St

0 250 500 750 1,000 Feet

Area of Interest

RESOLUTION NO. 36-22

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, DETERMINING THAT CERTAIN STREET IMPROVEMENTS TO MILLER ROAD FROM LOWER BUCKEYE ROAD TO PIMA STREET WITHIN THE CITY OF BUCKEYE ARE NECESSARY PRIOR TO DEVELOPMENT OF ADJACENT PROPERTY; DECLARING ITS INTENT TO CONSTRUCT SUCH STREET IMPROVEMENTS; ORDERING THAT PLANS, SPECIFICATIONS AND ESTIMATES OF COSTS FOR SUCH STREET IMPROVEMENTS BE PREPARED BY THE CITY ENGINEER; AND ORDERING THAT SUCH STREET IMPROVEMENTS BE CONSTRUCTED BY THE CITY OF BUCKEYE FOLLOWING A CALL FOR SEALED BIDS.

WHEREAS, certain street improvements within the City of Buckeye, Arizona, are necessary before development of adjacent property, and;

WHEREAS, the City has authority to construct such street improvements and assess the costs against adjacent property; pursuant to *Ariz. Rev. Stat. Ann.* § 9-243.B. and the Buckeye City Code, Chapter 20 Offsite Construction Improvement Requirements for Property Development, Section 20-13 Scalloped Street Assessments, *et seq*., and;

WHEREAS, requisite notice of the scheduled May 17, 2022 public hearing to determine the necessity of certain proposed street improvements prior to development of adjacent properties was provided by the City. and;

WHEREAS, Mayor and City Council (collectively, "City Council") heard and considered any objections to the proposed improvements and have rejected such objections.

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

Section 1. That City Council declares the purpose of this project is to construct the eastern half-street for the ultimate 7-lane widening of Miller Road between Lower Buckeye Road and Pima Street. Utility conflicts with the street improvements proposed will be relocated to their ultimate location. Ultimate right-of-way, necessary for these improvements only, will be acquired.

Section 2. That plans, specifications and estimates of the cost and expenses of said street improvements be prepared by the City Engineer and filed with the City Clerk.

Section 3. That said street improvements shall be constructed by the City of Buckeye or its agents, and that the costs of the street improvements, right of way acquisition, easements, and utility relocations shall be assessed against adjacent properties identified as: **Bhatti, Inc.,** 504-63-017A, 504-63-017B, 504-63-021A, 504-63-021B; **Emrland, LLLP,** 504-26-014E**,** 504-26-014G; **Glendale Ave/Miller Rd, LLC,** 504-63-007Y; **LDV Ventures, LLC,** 504-63-906A; **M**

& U Land, LLC, 504-24-008M; **Next Gen Universal VIII, LLC,** 504-63-554, 504-63-555; **SpeedSmart 112, Inc.**, 504-63-548; **STF Retail Partners 2, L.L.C.,** 504-63-907; and **Yuma/Miller Rd, 20 Acres, LLC,** 504-63-007W; and legally described as set forth in Attachments 1 through 9, attached and incorporated herein by reference, upon completion of the improvements and following a public hearing to determine such costs, subject to the following:

1. The assessment of property, if adjacent arterial streets are involved, shall not exceed the cost of improving more than one-half of the width or more than 1,000 linear feet of such adjacent arterial street, except that if any parcel of land is presently being used for single-family residential use and the width of such does not exceed 200 linear feet, such property shall not be assessed greater than one-half the cost of the average residential street within the City.

2. The assessment of property shall not exceed the actual cost incurred by the City at the time of construction.

3. When such property is zoned for agricultural or single-family residential use at the time of assessment, development shall also require a change of use or purpose.

Section 4. The Mayor, the City Manager, the City Engineer, 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 City Council of the City of Buckeye, Arizona, this 17th day of May, 2022.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

SBS:sbs 4401150.8 5/11/2022

ATTACHMENT 1

Legal Description of Bhatti, Inc. Property
APN 504-63-017A
APN 504-63-017B
APN 504-63-021A
APN 504-63-021B

(See Attached Pages)

Entellus
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Tel 602.244.2566
Fax 602.244.8947
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LEGAL DESCRIPTION
FOR
APN 504-63-017A
APN 504-63-017B
APN 504-63-021A
APN 504-63-021B
MILLER ROAD – LOWER BUCKEYE ROAD TO DURANGO STREET
RIGHT OF WAY

That portion of the parcels of land described in Maricopa County Recorder Documents # 2004-1000283 and # 2005-1006802 and located in the Southwest Quarter of Section 17, Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the Maricopa County Highway Department brass cap in hand hole found at the West Quarter Corner of said Section 17 from which the Maricopa County Highway Department brass cap in hand hole found at the Southwest Corner of said Section 17 bears South 00 degrees 15 minutes 27 seconds West a distance of 2,627.29 feet, said line being the West line of the Southwest Quarter of said Section 17, and said line being the basis of bearings for this description;

Thence along said West line of said Southwest Quarter, South 00 degrees 15 minutes 27 seconds West a distance of 1,316.85 feet to a point on the centerline of Watkins Street;

Thence along said center line, South 89 degrees 45 minutes 09 seconds East a distance of 105.02 feet to a point;

Thence North 00 degrees 14 minutes 51 seconds East a distance of 25.00 feet to a point on the existing north right-of-way line of said Watkins Street as defined on the plat of "Buckeye North" found in Maricopa County Recorder (MCR) Book 174 of Maps, Page 5, said point being the POINT OF BEGINNING;

Thence along said existing north right-of-way line, North 89 degrees 45 minutes 09 seconds West a distance of 38.54 feet to a point on a non-tangent curve to the right being concave northeasterly and having a radius of 12.00 feet bearing North 02 degrees 26 minutes 48 seconds East;

Thence along said curve and said north right of-way line through a central angle of 87 degrees 28 minutes 39 seconds an arc distance of 18.32 feet to a point on the existing east right-of-way line of Miller Road as defined on said plat of "Buckeye North";

Thence along said existing east right-of-way line, North 00 degrees 15 minutes 27 seconds East a distance of 577.15 feet to the point of curvature for a tangent curve to the right being concave

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southeasterly and having a radius of 12.00 feet;

Thence along said tangent curve and said east right-of-way line through a central angle of 90 degrees 00 minutes 01 second an arc distance of 18.85 feet to a point on the existing south right-of-way line of Hess Lane as defined on said plat of "Buckeye North";

Thence along said existing south right-of-way line, South 89 degrees 42 minutes 36 seconds East a distance of 47.60 feet to a point;

Thence South 45 degrees 15 minutes 25 seconds West a distance of 56.00 feet to a point on a line parallel with and 75.00 feet distant from said West line;

Thence along said parallel line, South 00 degrees 15 minutes 27 seconds West a distance of 285.25 feet to a point;

Thence North 89 degrees 44 minutes 33 seconds West a distance of 5.00 feet to a point on a line parallel with and 70.00 feet distant from said West line;

Thence along last-mentioned parallel line, South 00 degrees 15 minutes 27 seconds West a distance of 241.25 feet to a point;

Thence South 44 degrees 44 minutes 35 seconds East a distance of 49.52 feet to the POINT OF BEGINNING.

Containing an area of 11,977 SQUARE FEET or 0.275 ACRES, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
Date Signed 9.9.2021
ARIZONA
Expires: 6/30/2023

ATTACHMENT 2

Legal Description of Emrland, LLLP Property
APN 504-26-014G
APN 504-26-014E

(See Attached Pages)

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LEGAL DESCRIPTION
FOR
APN 504-26-014G
SOUTHWEST CORNER OF MILLER ROAD & LOWER BUCKEYE ROAD
DRAINAGE EASEMENT

That portion of the parcel of land described in Maricopa County Recorder Document # 2016-0801079 and located in the Northeast Quarter of Section 19, Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the Maricopa County Highway Department brass cap in hand hole found at the Northeast Corner of said Section 19 from which the Town of Buckeye brass cap in hand hole found at the East Quarter Corner of said Section 19 bears South 00 degrees 24 minutes 29 seconds West a distance of 2,630.98 feet, said line being the East line of the Northeast Quarter of said Section 19, and said line being the basis of bearings for this description;

Thence along said East line of said Northeast Quarter, South 00 degrees 24 minutes 29 seconds West a distance of 730.27 feet to a point;

Thence North 89 degrees 35 minutes 31 seconds West a distance of 40.00 feet to a point on the existing west right-of-way line of Miller Road as described in the Maricopa County Recorder's (MCR) Book 11 of Road Maps, Page 42, said point also being the west deed line of Assessor Parcel Number (APN) 504-26-014J as recorded in Deed No. 2009-0283473 (MCR);

Thence continuing North 89 degrees 35 minutes 31 seconds West a distance of 40.00 feet to the POINT OF BEGINNING;

Thence continuing North 89 degrees 35 minutes 31 seconds West a distance of 16.00 feet to a point on a line parallel with and 56.00 feet distant from said west right-of-way line and said west deed line;

Thence along said parallel line, North 00 degrees 24 minutes 29 seconds East a distance of 10.00 feet to a point;

Thence North 04 degrees 15 minutes 51 seconds West a distance of 220.98 feet to a point on a line parallel with and 74.00 feet distant from said west right-of-way line and said west deed line;

Thence along last-mentioned parallel line, North 00 degrees 24 minutes 29 seconds East a distance of 174.79 feet to a point on the north deed line of said parcel number 504-26-014G;

Thence along said north deed line, South 89 degrees 42 minutes 28 seconds East a distance of 34.00 feet to a point on a line parallel with and 40.00 feet distant from said west right-of-way line;

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Thence along last-mentioned parallel line, South 00 degrees 24 minutes 29 seconds West a distance of 405.11 feet to the POINT OF BEGINNING.

Containing an area of 11,610 SQUARE FEET or 0.267 ACRES, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
71745
ERICK A.
WELCH
Date Signed 09-10-2021
ARIZONA, U.S.A.
Expires 09/30/2023

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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
71745
ERICK A.
WELCH
Date Signed 09-03-2021
ARIZONA, U.S.A.
Expires 09/30/2023

LEGAL DESCRIPTION
FOR
APN 504-26-014G & 504-26-014E
SOUTHWEST CORNER OF MILLER ROAD & LOWER BUCKEYE ROAD
PUBLIC UTILITY EASEMENT

That portion of the parcels of land described in Maricopa County Recorder Document # 2016-0801079 and located in the Northeast Quarter of Section 19, Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the Maricopa County Highway Department brass cap in hand hole found at the Northeast Corner of said Section 19 from which the Town of Buckeye brass cap in hand hole found at the East Quarter Corner of said Section 19 bears South 00 degrees 24 minutes 29 seconds West a distance of 2,630.98 feet, said line being the East line of the Northeast Quarter of said Section 19, and said line being the basis of bearings for this description;

Thence along said East line of said Northeast Quarter, South 00 degrees 24 minutes 29 seconds West a distance of 730.27 feet to a point;

Thence North 89 degrees 35 minutes 31 seconds West a distance of 40.00 feet to a point on the existing west right-of-way line of Miller Road as described in the Maricopa County Recorder's (MCR) Book 11 of Road Maps, Page 42, said point also being the west deed line of Arizona Parcel Number (APN) 504-26-014J as recorded in Deed No. 2009-0283473 (MCR);

Thence continuing North 89 degrees 35 minutes 31 seconds West a distance of 40.00 feet to the POINT OF BEGINNING;

Thence continuing North 89 degrees 35 minutes 31 seconds West a distance of 8.00 feet to a point on a line parallel with and 48.00 feet distant from said west right-of-way line and said west deed line;

Thence along said parallel line, North 00 degrees 24 minutes 29 seconds East a distance of 460.10 feet to a point on the north deed line of said parcel number 504-26-014E;

Thence along said north deed line, South 89 degrees 42 minutes 28 seconds East a distance of 8.00 feet to a point on a line parallel with and 40.00 feet distant from said west right-of-way line and said west deed line;

Thence along last-mentioned parallel line, South 00 degrees 24 minutes 29 seconds West a distance of 460.12 feet to the POINT OF BEGINNING.

Containing an area of 3,681 SQUARE FEET or 0.084 ACRES, more or less.

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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
71745
ERICK A.
WELCH
Date Signed 09-03-2021
ARIZONA, U.S.A.
Expires 09/30/2023

LEGAL DESCRIPTION
FOR
APN 504-26-014G & 504-26-014E
SOUTHWEST CORNER OF MILLER ROAD & LOWER BUCKEYE ROAD
RIGHT-OF-WAY

That portion of the parcels of land described in Maricopa County Recorder Document # 2016-0801079 and located in the Northeast Quarter of Section 19, Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the Maricopa County Highway Department brass cap in hand hole found at the Northeast Corner of said Section 19 from which the Town of Buckeye brass cap in hand hole found at the East Quarter Corner of said Section 19 bears South 00 degrees 24 minutes 29 seconds West a distance of 2,630.98 feet, said line being the East line of the Northeast Quarter of said Section 19, and said line being the basis of bearings for this description;

Thence along said East line of said Northeast Quarter, South 00 degrees 24 minutes 29 seconds West a distance of 730.27 feet to a point;

Thence North 89 degrees 35 minutes 31 seconds West a distance of 40.00 feet to a point on the existing west right-of-way line of Miller Road as described in the Maricopa County Recorder's (MCR) Book 11 of Road Maps, Page 42, said point also being the west deed line of Arizona Parcel Number (APN) 504-26-014J as recorded in Deed No. 2009-0283473 (MCR), said point also being the POINT OF BEGINNING;

Thence continuing North 89 degrees 35 minutes 31 seconds West a distance of 40.00 feet to a point on a line parallel with and 40.00 feet distant from said west right-of-way line of Miller Road and said west deed line;

Thence along said parallel line, North 00 degrees 24 minutes 29 seconds East a distance of 460.12 feet to a point on the north deed line of said parcel number 504-26-014E;

Thence along said north deed line, South 89 degrees 42 minutes 28 seconds East a distance of 40.00 feet to a point on said west right-of-way line of Miller Road and west deed line of said parcel number 504-26-014J;

Thence along said west right-of-way line and said west deed line, South 00 degrees 24 minutes 29 seconds West a distance of 460.20 feet to the POINT OF BEGINNING.

Containing an area of 18,406 SQUARE FEET or 0.423 ACRES, more or less.

ATTACHMENT 3

Legal Description of Glendale Ave/Miller Rd, LLC Property
APN 504-63-007Y

(See Attached Page)

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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
71745
ERICK A.
WELCH
Date Signed 09-22-2021
ARIZONA, U.S.A.
Expires 09/30/2023

LEGAL DESCRIPTION
FOR
APN 504-63-007Y
MILLER ROAD- DURANGO ROAD TO INTERSTATE 10
DRAINAGE EASEMENT

That portion of the parcel of land described in Maricopa County Recorder Document # 2021-0598204 and located in the Northwest Quarter of Section 17, Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the Maricopa County Highway Department brass cap in hand hole found at the West Quarter Corner of said Section 17 from which the Maricopa County Department of Transportation brass cap flush found at the Northwest Corner of said Section 17 bears North 00 degrees 15 minutes 57 seconds East a distance of 2,626.71 feet, said line being the West line of the Northwest Quarter of said Section 17, and said line being the basis of bearings for this description;

Thence along said West line of said Northwest Quarter, North 00 degrees 15 minutes 57 seconds East a distance of 447.84 feet to a point;

Thence South 89 degrees 44 minutes 03 seconds East a distance of 80.00 feet to the east right-of-way line of Miller Road as defined in the Special Warranty Deed found in the Maricopa County Recorders (MCR) Document Number 2012-0133508, said point also being the POINT OF BEGINNING;

Thence along said east right-of-way line, North 00 degrees 15 minutes 57 seconds East a distance of 125.00 feet to a point;

Thence South 89 degrees 44 minutes 03 seconds East a distance of 65.00 feet to a point on a line parallel with and 65.00 feet distant from said east right-of-way line;

Thence along said parallel line, South 00 degrees 15 minutes 57 seconds West a distance of 125.00 feet to a point;

Thence North 89 degrees 44 minutes 03 seconds West a distance of 65.00 feet to the POINT OF BEGINNING.

Containing an area of 8,125 SQUARE FEET or 0.186 ACRES, more or less.

ATTACHMENT 4

Legal Description of LDV Ventures, LLC Property
APN 504-63-906A

(See Attached Pages)

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LEGAL DESCRIPTION
FOR
APN 504-63-906A
MILLER ROAD- LOWER BUCKEYE TO DURANGO
PUBLIC UTILITY EASEMENT

That portion of the parcel of land described in Maricopa County Recorder Document # 2021-0431317 and located in the Southwest Quarter of Section 17, Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the Maricopa County Highway Department brass cap in hand hole found at the Southwest Corner of said Section 17 from which the Maricopa County Highway Department brass cap in hand hole found at the West Quarter Corner of said Section 17 bears North 00 degrees 15 minute 27 seconds East a distance of 2,627.29 feet, said line being the West line of the Southwest Quarter of said Section 12, and said line being the basis of bearings for this description;

Thence along the South line of said Southwest Quarter, South 89 degrees 57 minutes 06 seconds East a distance of 983.54 feet to a point;

Thence North 00 degrees 02 minutes 54 second East a distance of 75.00 feet to the southeast corner of said parcel of land;

Thence along the east deed line of said parcel, North 00 degrees 15 minutes 50 seconds East a distance of 23.00 feet to the POINT OF BEGINNING;

Thence North 89 degrees 57 minutes 06 seconds West a distance of 56.90 feet to a point on a non-tangent curve to the right being concave northerly and having a radius of 2,142.97 feet bearing North 00 degrees 02 minutes 49 seconds East;

Thence along said non-tangent curve through a central angle of 02 degrees 20 minutes 58 seconds an arc distance of 87.88 feet to a point;

Thence North 87 degrees 33 minutes 16 seconds West a distance of 254.92 feet to the point of curvature for a tangent curve to the left being concave southerly and having a radius of 2,255.00 feet;

Thence along said tangent curve through a central angle of 02 degrees 09 minutes 18 seconds an arc distance of 84.82 feet to a point;

Thence North 89 degrees 42 minutes 34 seconds West a distance of 97.04 feet to a point;

Thence North 00 degrees 17 minutes 26 seconds East a distance of 15.00 feet to a point;

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Thence North 89 degrees 42 minutes 34 seconds West a distance of 46.94 feet to a point;

Thence North 00 degrees 15 minutes 27 seconds East a distance of 8.00 feet to a point;

Thence South 89 degrees 42 minutes 34 seconds East a distance of 54.95 feet to a point;

Thence South 00 degrees 17 minutes 26 seconds West a distance of 15.00 feet to a point;

Thence South 89 degrees 42 minutes 34 seconds East a distance of 89.04 feet to the point of curvature for a tangent curve to the right being concave southerly and having a radius of 2,263.00 feet;

Thence along said tangent curve through a central angle of 02 degrees 09 minutes 18 seconds an arc distance of 85.12 feet to a point;

Thence South 87 degrees 33 minutes 16 seconds East a distance of 254.92 feet to a point on a non-tangent curve to the left being concave northerly and having a radius of 2,134.81 feet bearing North 02 degrees 23 minutes 47 seconds East;

Thence along said curve through a central angle of 02 degrees 20 minutes 58 seconds an arc distance of 87.54 feet to a point;

Thence South 89 degrees 57 minutes 06 seconds East a distance of 56.93 feet to a point on said east deed line of said parcel of land;

Thence along said east deed line, South 00 degrees 15 minutes 50 seconds West a distance of 8.00 feet to the POINT OF BEGINNING.

Containing an area of 5,148 SQUARE FEET or 0.118 ACRES, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
DATE SIGNED 8-11-2021
ARIZONA U.S.A.

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LEGAL DESCRIPTION
FOR
APN 504-63-906A
MILLER ROAD- LOWER BUCKEYE TO DURANGO
RIGHT OF WAY

Right of Way A

That portion of the parcel of land described in Maricopa County Recorder Document # 2021-0431317 and located in the Southwest Quarter of Section 17, Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the Maricopa County Highway Department brass cap in hand hole found at the Southwest Corner of said Section 17 from which the Maricopa County Highway Department brass cap in hand hole found at the West Quarter Corner of said Section 17 bears North 00 degrees 15 minute 27 seconds East a distance of 2,627.29 feet, said line being the West line of the Southwest Quarter of said Section 12, and said line being the basis of bearings for this description;

Thence along the South line of said Southwest Quarter, South 89 degrees 57 minutes 06 seconds East a distance of 983.54 feet to a point;

Thence North 00 degrees 02 minutes 54 seconds East a distance of 75.00 feet to a point on the existing north right-of-way line of Lower Buckeye Road as described in the Maricopa County Recorder's (MCR) Book 174 of Maps, Page 5, said point also being the southeast corner of said parcel of land, and said point being the POINT OF BEGINNING;

Thence along said existing north right-of-way line, North 89 degrees 57 minutes 06 seconds West a distance of 628.26 feet to the southwest corner of said parcel of land;

Thence along the west deed line of said parcel, North 00 degrees 15 minutes 27 seconds East a distance of 53.02 feet to a point;

Thence South 89 degrees 42 minutes 34 seconds East a distance of 46.94 feet to a point;

Thence South 00 degrees 17 minutes 26 seconds West a distance of 15.00 feet to a point;

Thence South 89 degrees 42 minutes 34 seconds East a distance of 97.04 feet to the point of curvature for a tangent curve to the right being concave southerly and having a radius of 2,255.00 feet;

Thence along said tangent curve through a central angle of 02 degrees 09 minutes 18 seconds an arc distance of 84.82 feet to a point;

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Thence South 87 degrees 33 minutes 16 seconds East a distance of 254.92 feet to a point on a non-tangent curve to the left being concave northerly and having a radius of 2,142.97 feet bearing North 02 degrees 23 minutes 47 seconds East;

Thence along said non-tangent curve through a central angle of 02 degrees 20 minutes 58 seconds an arc distance of 87.88 feet to a point;

Thence South 89 degrees 57 minutes 06 seconds East a distance of 56.90 feet to a point on the east deed line of said parcel of land;

Thence along said east deed line, South 00 degrees 15 minutes 50 seconds West a distance of 23.00 feet to the POINT OF BEGINNING.

Containing an area of 20,304 SQUARE FEET or 0.466 ACRES, more or less.

Right of Way B

That portion of the parcel of land described in Maricopa County Recorder Document # 2021-0431317 and located in the Southwest Quarter of Section 17, Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the Maricopa County Highway Department brass cap in hand hole found at the Southwest Corner of said Section 17 from which the Maricopa County Highway Department brass cap in hand hole found at the West Quarter Corner of said Section 17 bears North 00 degrees 15 minute 27 seconds East a distance of 2,627.29 feet, said line being the West line of the Southwest Quarter of said Section 12, and said line being the basis of bearings for this description;

Thence along said West line, North 00 degrees 15 minutes 27 seconds East a distance of 634.59 feet to a point;

Thence South 89 degrees 44 minutes 33 seconds East a distance of 55.00 feet to a point on the existing east right-of-way line of Miller Road as described in the Maricopa County Recorder's (MCR) Book 174 of Maps, Page 5, said point being the POINT OF BEGINNING;

Thence along said existing east right-of-way line, North 00 degrees 15 minutes 27 seconds East a distance of 50.00 feet to the northeast corner of said parcel of land;

Thence along the north deed line of said parcel, South 89 degrees 44 minutes 33 seconds East a distance of 25.02 feet to a point on a line parallel with and 80.02 feet distant from said West line;

Thence along said parallel line, South 00 degrees 15 minutes 27 seconds West a distance of

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50.00 feet to a point on the west deed line of said parcel of land;

Thence along said west deed line, North 89 degrees 44 minutes 33 seconds West a distance of 25.02 feet to the POINT OF BEGINNING.

Containing an area of 1,251 SQUARE FEET or 0.029 ACRES, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
DATE SIGNED 8-11-2021
ARIZONA U.S.A.

Entellus
3033 North 44th Street, Suite 250
Phoenix, Arizona 85018
Tel 602.244.2566
Fax 602.244.8947
Web www.entellus.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
DATE SIGNED 8-9-2021
ARIZONA U.S.A.

LEGAL DESCRIPTION
FOR
APN 504-63-906A
MILLER ROAD- LOWER BUCKEYE TO DURANGO
TEMPORARY CONSTRUCTION EASEMENT

That portion of the parcel of land described in Maricopa County Recorder Document # 2021-0431317 and located in the Southwest Quarter of Section 17, Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the Maricopa County Highway Department brass cap in hand hole found at the Southwest Corner of said Section 17 from which the Maricopa County Highway Department brass cap in hand hole found at the West Quarter Corner of said Section 17 bears North 00 degrees 15 minute 27 seconds East a distance of 2,627.29 feet, said line being the West line of the Southwest Quarter of said Section 12, and said line being the basis of bearings for this description;

Thence along said West line, North 00 degrees 15 minutes 27 seconds East a distance of 634.59 feet to a point;

Thence South 89 degrees 44 minutes 33 seconds East a distance of 80.02 feet to a point on a line parallel with and 80.02 feet distant from said West line, said point being the POINT OF BEGINNING;

Thence along said parallel line, North 00 degrees 15 minutes 27 seconds East a distance of 50.00 feet to a point on the north deed line of said parcel of land;

Thence along said north deed line, South 89 degrees 44 minutes 33 seconds East a distance of 27.12 feet to a point on a line parallel with and 107.19 feet distant from said West line;

Thence along last-mentioned parallel line, South 00 degrees 15 minutes 27 seconds West a distance of 50.00 feet to a point on the west deed line of said parcel of land;

Thence along said west deed line, North 89 degrees 44 minutes 33 seconds West a distance of 27.12 feet to the POINT OF BEGINNING.

Containing an area of 1,356 SQUARE FEET or 0.031 ACRES, more or less.

EXHIBIT A
LEGAL DESCRIPTION

FOR

APN 504-63-906A

NORTHEAST CORNER OF MILLER ROAD AND LOWER BUCKEYE ROAD

DRAINAGE EASEMENT

A PORTION OF THE PARCEL OF LAND DESCRIBED IN MARICOPA COUNTY RECORDER DOCUMENT NO. 2021-0977244 AND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 17 FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 17 BEARS SOUTH 89°57'06" EAST, A DISTANCE OF 2637.56 FEET;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 17, SOUTH 89°57'06" EAST, A DISTANCE OF 355.28 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 00°08'06" EAST, A DISTANCE OF 128.02 FEET TO A POINT OF THE WEST LINE OF SAID PARCEL AND THE POINT OF BEGINNING;

THENCE ALONG SAID WEST LINE, NORTH 00°15'27" EAST, A DISTANCE OF 35.00 FEET;

THENCE LEAVING SAID WEST LINE, SOUTH 89°42'34" EAST, A DISTANCE OF 114.62 FEET;

THENCE SOUTH 00°17'26" WEST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 89°42'34" EAST, A DISTANCE OF 29.38 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 2285.00 FEET;

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
04/27/2022
Date Signed
ARIZONA, U.S.A.

EXPIRES: 09/30/24

CHAD W. HUBER
RLS 35316
7740 N. 16TH STREET, SUITE 300
PHOENIX, ARIZONA 85020
PH. 602-837-5511
chad.huber@kimley-horn.com

Kimley»Horn

7740 N. 16TH ST, Suite 300
PHOENIX, AZ 85020
Tel. No. (602) 837-5511

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CWH	CWH	04/27/2022	191342026	1 OF 5

EXHIBIT A
LEGAL DESCRIPTION

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 2°09'18", FOR AN ARC LENGTH OF 85.95 FEET;

THENCE SOUTH 87°33'16" EAST, A DISTANCE OF 150.60 FEET;

THENCE SOUTH 02°26'44" WEST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 87°33'16" EAST, A DISTANCE OF 104.32 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2132.79 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 0°24'15", FOR AN ARC LENGTH OF 15.04 FEET;

THENCE SOUTH 01°59'33" WEST, A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY WHOSE RADIUS BEARS NORTH 01°59'33" EAST, A DISTANCE OF 2142.97 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 0°24'16", FOR AN ARC LENGTH OF 15.12 FEET;

THENCE NORTH 87°33'16" WEST, A DISTANCE OF 254.92 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2255.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 2°09'18", FOR AN ARC LENGTH OF 84.82 FEET;

THENCE NORTH 89°42'34" WEST, A DISTANCE OF 97.04 FEET;

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
04/27/2022
Date Signed
ARIZONA, U.S.A.

EXPIRES: 09/30/24

CHAD W. HUBER
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CWH	CWH	04/27/2022	191342026	2 OF 5

EXHIBIT A
LEGAL DESCRIPTION

THENCE NORTH 00°17'26" EAST, A DISTANCE OF 15.00 FEET;

THENCE NORTH 89°42'34" WEST, A DISTANCE OF 46.94 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 14,181 SQUARE FEET OR 0.326 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
04/27/2022
Date Signed .....
ARIZONA, U.S.A.

EXPIRES: 09/30/24

CHAD W. HUBER
RLS 35316
7740 N. 16TH STREET, SUITE 300
PHOENIX, ARIZONA 85020
PH. 602-837-5511
chad.huber@kimley-horn.com

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Tel. No. (602) 837-5511

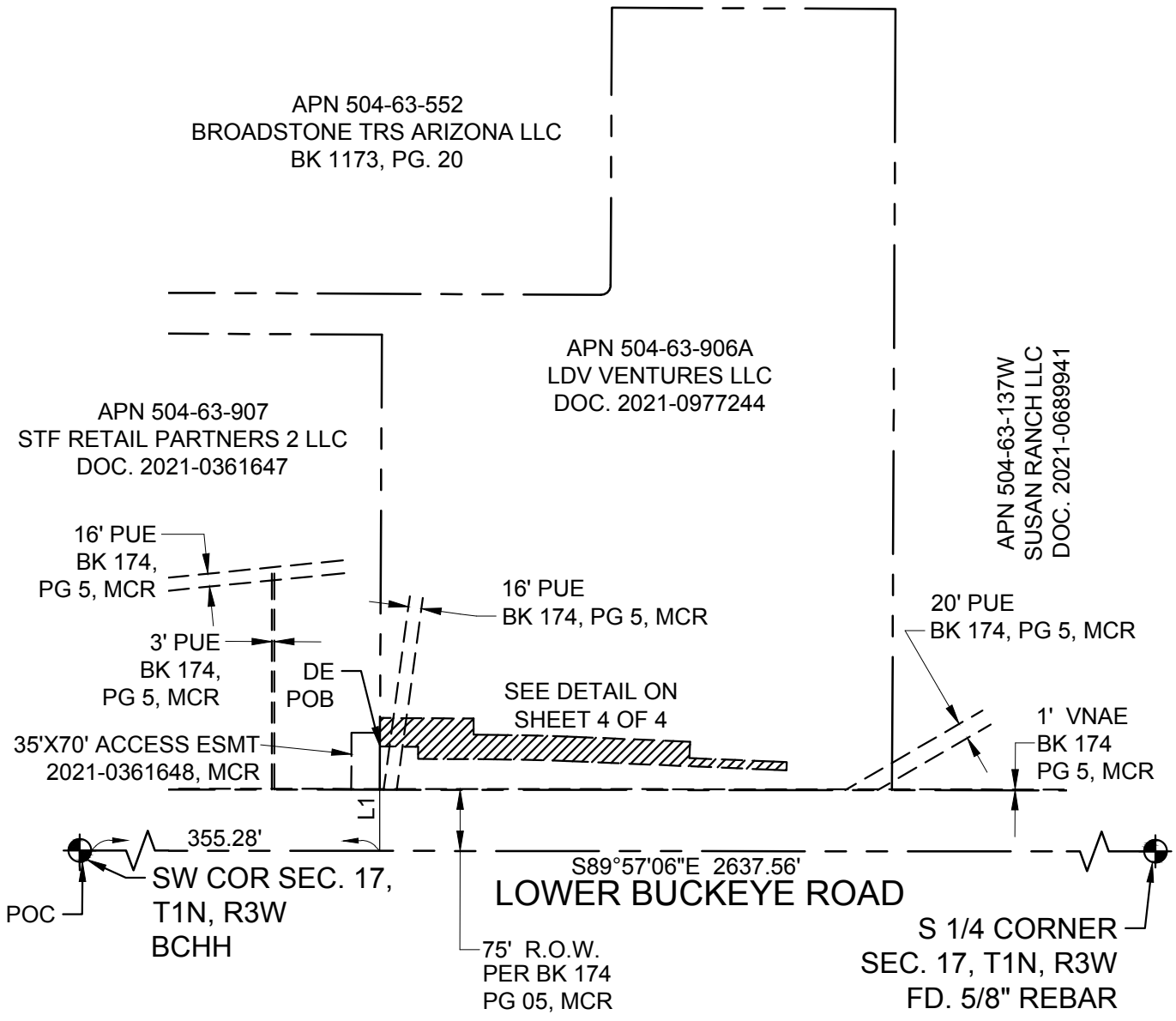
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CWH	CWH	04/27/2022	191342026	3 OF 5

EXHIBIT B

CITY OF BUCKEYE
504-63-906A
DRAINAGE EASEMENT EXHIBIT

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
04/27/2022
Date Signed
ARIZONA, U.S.A.

EXPIRES: 09/30/24



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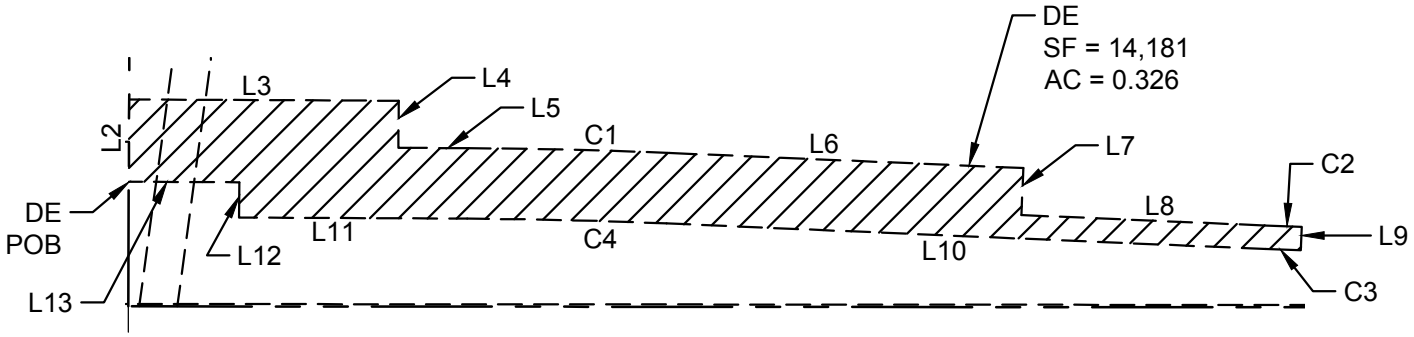
PHOENIX, AZ 85020
Tel. No. (602) 837-5511

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	CWH	CWH	04/27/2022	191342026	4 OF 5

EXHIBIT B

CITY OF BUCKEYE
504-63-906A
DRAINAGE EASEMENT EXHIBIT



LINE TABLE

L1 = N00°08'06"E 128.02'
L2 = N00°15'27"E 35.00'
L3 = S89°42'34"E 114.62'
L4 = S00°17'26"W 20.00'
L5 = S89°42'34"E 29.38'
L6 = S87°33'16"E 150.60'
L7 = S02°26'44"W 20.00'
L8 = S87°33'16"E 104.32'
L9 = S01°59'33"W 10.00'
L10 = N87°33'16"W 254.92'
L11 = N89°42'34"W 97.04'
L12 = N00°17'26"E 15.00'
L13 = N89°42'34"W 46.94'

CURVE TABLE

C1 = Δ - 2°09'18"
R - 2285.00'
L - 85.95'

C2 = Δ - 0°24'15"
R - 2132.79'
L - 15.04'

C3 = Δ - 0°24'16"
R - 2142.97'
L - 15.12'

C4 = Δ - 2°09'18"
R - 2255.00'
L - 84.82'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
04/27/2022
Date Signed
ARIZONA, U.S.A.

EXPIRES: 09/30/24

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	CWH	CWH	04/27/2022	191342026	5 OF 5

APN 504-63-906A

DRAINAGE EASEMENT TIE-IN LINE

Start : North: 81346.4170' East: 94290.6450'

Segment #1 : Line

Course: S89°57'06"E Length: 355.28'
North: 81346.1173' East: 94645.9211'

Segment #2 : Line

Course: N0°08'06"E Length: 128.02'
North: 81474.1402' East: 94646.2228'

EXPIRES: 9/30/24

APN 504-63-906A

DRAINAGE EASEMENT AREA

North: 81474.1402' East: 94646.2228'

Segment #1 : Line

Course: N0°15'27"E Length: 35.00'
North: 81509.1399' East: 94646.3801'

Segment #2 : Line

Course: S89°42'34"E Length: 114.62'
North: 81508.5586' East: 94760.9986'

Segment #3 : Line

Course: S0°17'26"W Length: 20.00'
North: 81488.5589' East: 94760.8972'

Segment #4 : Line

Course: S89°42'34"E Length: 29.38'
North: 81488.4099' East: 94790.2768'

Segment #5 : Curve

Length: 85.95' Radius: 2285.00'
Delta: 2°09'18" Tangent: 42.98'
Chord: 85.94' Course: S88°37'55"E
Course In: S0°17'26"W Course Out: N2°26'44"E
RP North: 79203.4393' East: 94778.6893'
End North: 81486.3581' East: 94876.1923'

Segment #6 : Line

Course: S87°33'16"E Length: 150.60'
North: 81479.9320' East: 95026.6551'

Segment #7 : Line

Course: S2°26'44"W Length: 20.00'
North: 81459.9502' East: 95025.8017'

Segment #8 : Line

Course: S87°33'16"E Length: 104.32'
North: 81455.4989' East: 95130.0267'

Segment #9 : Curve

Length: 15.04' Radius: 2132.79'
Delta: 0°24'15" Tangent: 7.52'
Chord: 15.04' Course: S87°48'20"E
Course In: N2°23'48"E Course Out: S1°59'33"W
RP North: 83586.4232' East: 95219.2147'
End North: 81454.9230' East: 95145.0557'

Segment #10 : Line

Course: S1°59'33"W Length: 10.00'
North: 81444.9290' East: 95144.7080'

Segment #11 : Curve

Length: 15.12' Radius: 2142.97'
Delta: 0°24'16" Tangent: 7.56'
Chord: 15.12' Course: N87°48'19"W
Course In: N1°59'33"E Course Out: S2°23'48"W
RP North: 83586.6033' East: 95219.2162'
End North: 81445.5080' East: 95129.5991'

Segment #12 : Line

Course: N87°33'16"W Length: 254.92'
North: 81456.3855' East: 94874.9113'

Segment #13 : Curve

Length: 84.82' Radius: 2255.00'
Delta: 2°09'18" Tangent: 42.41'
Chord: 84.81' Course: N88°37'55"W
Course In: S2°26'44"W Course Out: N0°17'26"E
RP North: 79203.4393' East: 94778.6903'
End North: 81458.4103' East: 94790.1254'

Segment #14 : Line

Course: N89°42'34"W Length: 97.04'
North: 81458.9024' East: 94693.0867'

Segment #15 : Line

Course: N0°17'26"E Length: 15.00'
North: 81473.9022' East: 94693.1628'

Segment #16 : Line

Course: N89°42'34"W Length: 46.94'
North: 81474.1402' East: 94646.2234'

Perimeter: 1098.74' Area: 14181.02 Sq. Ft.
Error Closure: 0.0006 Course: N87°11'14"E
Error North: 0.00003 East: 0.00059

Precision 1: 1831216.67

EXPIRES: 9/30/24

ATTACHMENT 5

Legal Description of M & U Land, LLC Property
APN 504-24-008M

(See Attached Pages)

Entellus
3033 North 44th Street, Suite 250
Phoenix, Arizona 85018
Tel 602.244.2566
Fax 602.244.8947
Web www.entellus.com

LEGAL DESCRIPTION
FOR
APN 504-24-008M
SOUTHEAST CORNER OF MILLER ROAD & LOWER BUCKEYE ROAD
PUBLIC UTILITY EASEMENT

That portion of the parcel of land described in Maricopa County Recorder Document # 2021-0129979 and located in the Northwest Quarter of Section 20, Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the Maricopa County Highway Department brass cap in hand hole found at the Northwest Corner of said Section 20 from which the Town of Buckeye brass cap in hand hole found at the West Quarter Corner of said Section 20 bears South 00 degrees 24 minutes 29 seconds West a distance of 2,630.98 feet, said line being the West line of the Northwest Quarter of said Section 20, and said line being the basis of bearings for this description;

Thence along said West line of said Northwest Quarter, South 00 degrees 24 minutes 29 seconds West a distance of 563.54 feet to a point;

Thence South 89 degrees 35 minutes 31 seconds East a distance of 40.00 feet to a point on the existing east right-of-way line of Miller Road as described in the Maricopa County Recorder's (MCR) Book 11 of Road Maps, Page 42;

Thence continuing South 89 degrees 35 minutes 31 seconds East a distance of 35.00 feet to a point on a line parallel with and 35.00 feet distant from said east right-of-way line of Miller Road, said point also being the POINT OF BEGINNING

Thence along said parallel line, North 00 degrees 24 minutes 29 seconds East a distance of 228.71 feet to a point;

Thence South 89 degrees 35 minutes 31 seconds East a distance of 5.00 feet to a point on a line parallel with and 40.00 feet distant from said east right-of-way line of Miller Road;

Thence along last-mentioned parallel line, North 00 degrees 24 minutes 29 seconds East a distance of 243.48 feet to a point;

Thence North 37 degrees 20 minutes 53 seconds East a distance of 101.55 feet to a point;

Thence South 89 degrees 42 minutes 34 seconds East a distance of 171.18 feet to a point;

Thence South 00 degrees 17 minutes 26 seconds West a distance of 8.00 feet to a point;

Thence North 89 degrees 42 minutes 34 seconds West a distance of 167.20 feet to a point;

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Phoenix, Arizona 85018
Tel 602.244.2566
Fax 602.244.8947
Web www.entellus.com

Thence South 37 degrees 20 minutes 53 seconds West a distance of 94.89 feet to a point on a line parallel with and 48.00 feet distant from said east right-of-way line of Miller Road;

Thence along last-mentioned parallel line, South 00 degrees 24 minutes 29 seconds West a distance of 248.81 feet to a point;

Thence North 89 degrees 35 minutes 31 seconds West a distance of 5.00 feet to a point on a line parallel with and 43.00 feet distant from said east right-of-way line of Miller Road;

Thence along last-mentioned parallel line, South 00 degrees 24 minutes 29 seconds West a distance of 220.71 feet to a point;

Thence North 89 degrees 35 minutes 31 seconds West a distance of 8.00 feet to the POINT OF BEGINNING.

Containing an area of 5,946 SQUARE FEET or 0.136 ACRES, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
71745
ERICK A.
WELCH
Date Signed 09-03-2021
ARIZONA, U.S.A.
Expires 09/30/2023

Entellus
3033 North 44th Street, Suite 250
Phoenix, Arizona 85018
Tel 602.244.2566
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Web www.entellus.com

LEGAL DESCRIPTION
FOR
APN 504-24-008M
SOUTHEAST CORNER OF MILLER ROAD & LOWER BUCKEYE ROAD
RIGHT-OF-WAY

That portion of the parcel of land described in Maricopa County Recorder Document # 2021-0129979 and located in the Northwest Quarter of Section 20, Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the Maricopa County Highway Department brass cap in hand hole found at the Northwest Corner of said Section 20 from which the Town of Buckeye brass cap in hand hole found at the West Quarter Corner of said Section 20 bears South 00 degrees 24 minutes 29 seconds West a distance of 2,630.98 feet, said line being the West line of the Northwest Quarter of said Section 20, and said line being the basis of bearings for this description;

Thence along said West line of said Northwest Quarter, South 00 degrees 24 minutes 29 seconds West a distance of 563.54 feet to a point;

Thence South 89 degrees 35 minutes 31 seconds East a distance of 40.00 feet to a point on the existing east right-of-way line of Miller Road as described in the Maricopa County Recorder's (MCR) Book 11 of Road Maps, Page 42, said point being the POINT OF BEGINNING;

Thence along said existing east right-of-way line, North 00 degrees 24 minutes 29 seconds East a distance of 523.79 feet to a point on the south right-of-way line of Lower Buckeye Road;

Thence continuing along said south right-of-way line, South 89 degrees 57 minutes 06 seconds East a distance of 40.00 feet to a point;

Thence continuing along said south right-of-way, North 45 degrees 13 minutes 33 seconds East a distance of 56.74 to a point on the North Section line of said Northwest Quarter;

Thence continuing along said North Section line, South 89 degrees 57 minutes 06 seconds East a distance of 192.19 feet to a point;

Thence South 00 degrees 17 minutes 26 seconds West a distance of 11.79 feet to a point;

Thence North 89 degrees 42 minutes 34 seconds West a distance of 171.18 feet to a point;

Thence South 37 degrees 20 minutes 53 seconds West a distance of 101.55 feet to a point on a line parallel with and 40.00 feet distant from said east right-of-way line of Miller Road;

Thence along said parallel line, South 00 degrees 24 minutes 29 seconds West a distance of

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243.48 feet to a point;

Thence North 89 degrees 35 minutes 31 seconds West a distance of 5.00 feet to a point on a line parallel with and 35.00 feet distant from said east right-of-way line of Miller Road;

Thence along last-mentioned parallel line, South 00 degrees 24 minutes 29 seconds West a distance of 228.71 feet to a point;

Thence North 89 degrees 35 minutes 31 seconds West a distance of 35.00 feet to the POINT OF BEGINNING.

Containing an area of 24,111 SQUARE FEET or 0.553 ACRES, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
71745
ERICK A.
WELCH
Date Signed 09-03-2021
ARIZONA, U.S.A.
Expires 09/30/2023

ATTACHMENT 6

Legal Description of Next Gen Universal VIII, LLC Property
APN 504-63-554
APN 504-63-555

(See Attached Pages)

Entellus
3033 North 44th Street, Suite 250
Phoenix, Arizona 85018
Tel 602.244.2566
Fax 602.244.8947
Web www.entellus.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
Date Signed 9-14-2021
ARIZONA
Expires: 6/30/2022

LEGAL DESCRIPTION
FOR
APN 504-63-554
APN 504-63-555
MILLER ROAD – LOWER BUCKEYE ROAD TO DURANGO STREET
DRAINAGE EASEMENT

That portion of the parcels of land described in Maricopa County Recorder Document # 2017-0958336 and located in the Southwest Quarter of Section 17, Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the Maricopa County Highway Department brass cap in hand hole found at the Southwest Corner of said Section 17 from which the Maricopa County Highway Department brass cap in hand hole found at the West Quarter Corner of said Section 17 bears North 00 degrees 15 minutes 27 seconds East a distance of 2,627.29 feet, said line being the West line of the Southwest Quarter of said Section 17, and said line being the basis of bearings for this description;

Thence along said West line of said Southwest Quarter, North 00 degrees 15 minutes 27 seconds East a distance of 985.01 feet to a point;

Thence South 89 degrees 44 minutes 33 seconds East a distance of 75.00 feet to a point on a line parallel with and 75.00 feet distant from said West line, said point also being the POINT OF BEGINNING;

Thence along said parallel line, North 00 degrees 15 minutes 27 seconds East a distance of 134.42 feet to a point;

Thence South 89 degrees 45 minutes 00 seconds East a distance of 60.00 feet to a point on a line parallel with and 135.00 feet distant from said West line;

Thence along said parallel line, South 00 degrees 15 minutes 27 seconds West a distance of 134.42 feet to a point on the south deed line of said parcel;

Thence along said south deed line, North 89 degrees 45 minutes 00 seconds West a distance of 60.00 feet to the POINT OF BEGINNING.

Containing an area of 8,065 SQUARE FEET or 0.185 ACRES, more or less.

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Phoenix, Arizona 85018
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Fax 602.244.8947
Web www.entellus.com

LEGAL DESCRIPTION
FOR
APN 504-63-554
APN 504-63-555
MILLER ROAD – LOWER BUCKEYE ROAD TO DURANGO STREET
PUBLIC UTILITY EASEMENT

That portion of the parcels of land described in Maricopa County Recorder Document # 2017-0958336 and located in the Southwest Quarter of Section 17, Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the Maricopa County Highway Department brass cap in hand hole found at the Southwest Corner of said Section 17 from which the Maricopa County Highway Department brass cap in hand hole found at the West Quarter Corner of said Section 17 bears North 00 degrees 15 minutes 27 seconds East a distance of 2,627.29 feet, said line being the West line of the Southwest Quarter of said Section 17, and said line being the basis of bearings for this description;

Thence along said West line of said Southwest Quarter, North 00 degrees 15 minutes 27 seconds East a distance of 985.01 feet to a point;

Thence South 89 degrees 44 minutes 33 seconds East a distance of 78.00 feet to a point on a line parallel with and 78.00 feet distant from said West line, said point also being on the east line of an existing 8.00 foot public utility easement (PUE) as defined on the "Minor Subdivision Plat for 25037 & 25043 W Watkins Street" as found in MCR Book 1360 of Maps, Page 33, and said point being the POINT OF BEGINNING;

Thence along said parallel line and said east PUE line, North 00 degrees 15 minutes 27 seconds East a distance of 242.11 feet to a point;

Thence continuing along said east PUE line, North 45 degrees 15 minutes 14 seconds East a distance of 7.07 feet to a point on a line parallel with and 83.00 feet distant from said West line;

Thence along said parallel line, South 00 degrees 15 minutes 27 seconds West a distance of 247.11 feet to a point on the south deed line of said parcel;

Thence along said south deed line, North 89 degrees 45 minutes 00 seconds West a distance of 5.00 feet to the POINT OF BEGINNING.

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Tel 602.244.2566
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Containing an area of 1,223 SQUARE FEET or 0.028 ACRES, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
Date Signed 9-14-2021
ARIZONA
Expires: 6/30/2023

Entellus
3033 North 44th Street, Suite 250
Phoenix, Arizona 85018
Tel 602.244.2566
Fax 602.244.8947
Web www.entellus.com

LEGAL DESCRIPTION
FOR
APN 504-63-554
APN 504-63-555
MILLER ROAD – LOWER BUCKEYE ROAD TO DURANGO STREET
RIGHT OF WAY

That portion of the parcels of land described in Maricopa County Recorder Document # 2017-0958336 and located in the Southwest Quarter of Section 17, Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the Maricopa County Highway Department brass cap in hand hole found at the Southwest Corner of said Section 17 from which the Maricopa County Highway Department brass cap in hand hole found at the West Quarter Corner of said Section 17 bears North 00 degrees 15 minutes 27 seconds East a distance of 2,627.29 feet, said line being the West line of the Southwest Quarter of said Section 17, and said line being the basis of bearings for this description;

Thence along said West line of said Southwest Quarter, North 00 degrees 15 minutes 27 seconds East a distance of 985.01 feet to a point;

Thence South 89 degrees 44 minutes 33 seconds East a distance of 70.00 feet to a point on the existing east right-of-way line of Miller Road as defined on the "Minor Subdivision Plat for 25037 & 25043 W Watkins Street" as found in MCR Book 1360 of Maps, Page 33, and said point being the POINT OF BEGINNING;

Thence along said existing east right-of-way line, North 00 degrees 15 minutes 27 seconds East a distance of 245.42 feet to a point;

Thence continuing along said existing east right-of-way line, North 45 degrees 15 minutes 14 seconds East a distance of 7.07 feet to a point on a line parallel with and 75.00 feet distant from said West line;

Thence along said parallel line, South 00 degrees 15 minutes 27 seconds West a distance of 250.42 feet to a point on the south deed line of said parcel;

Thence along said south deed line, North 89 degrees 45 minutes 00 seconds West a distance of 5.00 feet to the POINT OF BEGINNING.

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Web www.entellus.com

Containing an area of 1,240 SQUARE FEET or 0.028 ACRES, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
Date Signed 9-14-2021
ARIZONA U.S.A.
Expires: 6/30/2023

ATTACHMENT 7

Legal Description of SpeedSmart 112, Inc., Property
APN 504-63-548

(See Attached Pages)

EXHIBIT A
LEGAL DESCRIPTION

FOR

APN 504-63-548

SOUTHEAST CORNER OF MILLER ROAD AND DURANGO STREET

ROADWAY EASEMENT

A PORTION OF THE PARCEL OF LAND DESCRIBED IN MARICOPA COUNTY RECORDER DOCUMENT NO. 2011-0503610 AND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 17 FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 17 BEARS SOUTH 00°15'27" WEST, A DISTANCE OF 2627.28 FEET;

THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 17, SOUTH 00°15'27" WEST, A DISTANCE OF 104.83 FEET;

THENCE LEAVING SAID WEST LINE, SOUTH 89°44'33" EAST, A DISTANCE OF 70.00 FEET TO THE EAST RIGHT OF WAY LINE OF MILLER ROAD AND THE POINT OF BEGINNING;

THENCE NORTH 45°10'49" EAST, A DISTANCE OF 56.64 FEET TO THE SOUTH RIGHT OF WAY LINE OF DURANGO ROAD;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, SOUTH 89°53'49" EAST, A DISTANCE OF 14.16 FEET;

THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, SOUTH 45°10'49" WEST, A DISTANCE OF 62.53 FEET;

THENCE SOUTH 00°15'27" WEST, A DISTANCE OF 506.91 FEET;

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
04/07/2022
Date Signed
ARIZONA, U.S.A.

CHAD W. HUBER
RLS 35316
7740 N. 16TH STREET, SUITE 300
PHOENIX, ARIZONA 85020
PH. 602-837-5511
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PHOENIX, AZ 85020
Tel. No. (602) 837-5511

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CWH	CWH	03/28/2022	191342026	1 OF 3

EXHIBIT A
LEGAL DESCRIPTION

THENCE NORTH 44°44'15" WEST, A DISTANCE OF 14.14 FEET TO THE EAST RIGHT OF WAY LINE OF MILLER ROAD;

THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°15'27" EAST, A DISTANCE OF 501.04 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 5,636 SQUARE FEET OR 0.129 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
04/07/2022
Date Signed .....
ARIZONA, U.S.A.

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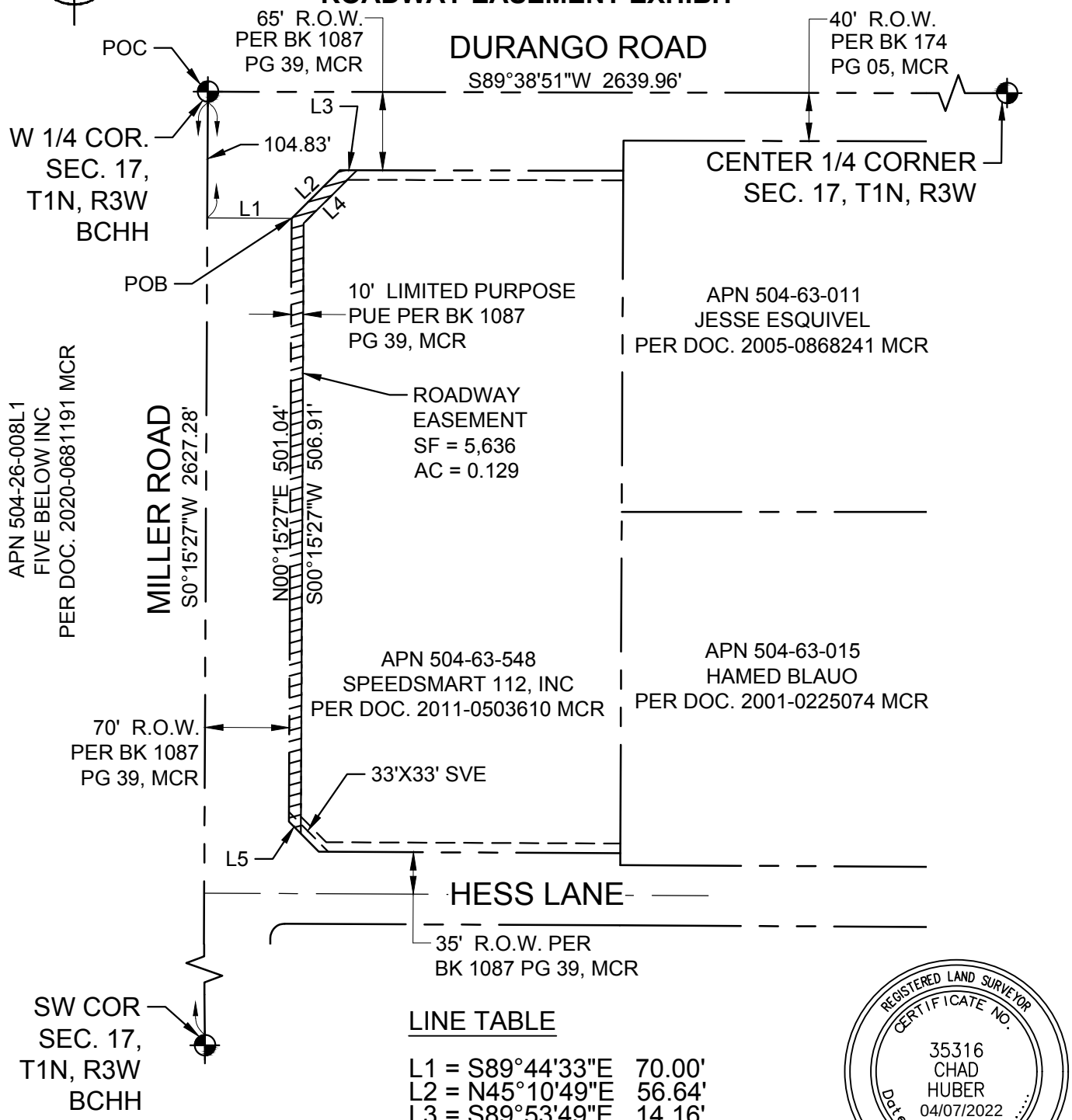
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CWH	CWH	03/28/2022	191342026	2 OF 3

EXHIBIT B

CITY OF BUCKEYE
504-63-548
ROADWAY EASEMENT EXHIBIT



LINE TABLE

L1 = S89°44'33"E 70.00'
L2 = N45°10'49"E 56.64'
L3 = S89°53'49"E 14.16'
L4 = S45°10'49"W 62.53'
L5 = N44°44'15"W 14.14'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
04/07/2022
Date Signed
ARIZONA, U.S.A.

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	CWH	CWH	03/28/2022	191342026	3 OF 3

APN 504-63-548

ROADWAY EASEMENT TIE-IN LINE

Start : North: 83973.6730' East: 94302.4560'

Segment #1 : Line

Course: S0°15'27"W Length: 104.83'
North: 83868.8463' East: 94301.9847'

Segment #2 : Line

Course: S89°44'33"E Length: 70.00'
North: 83868.5317' East: 94371.9840'

APN 504-63-548

ROADWAY EASEMENT AREA

North: 83868.5317' East: 94371.9840'

Segment #1 : Line

Course: N45°10'49"E Length: 56.64'
North: 83908.4560' East: 94412.1604'

Segment #2 : Line

Course: S89°53'49"E Length: 14.16'
North: 83908.4305' East: 94426.3204'

Segment #3 : Line

Course: S45°10'49"W Length: 62.53'
North: 83864.3545' East: 94381.9661'

Segment #4 : Line

Course: S0°15'27"W Length: 506.91'
North: 83357.4496' East: 94379.6879'

Segment #5 : Line

Course: N44°44'15"W Length: 14.14'
North: 83367.4938' East: 94369.7353'

Segment #6 : Line

Course: N0°15'27"E Length: 501.04'
North: 83868.5287' East: 94371.9871'

Perimeter: 1155.43' Area: 5635.64 Sq. Ft.
Error Closure: 0.0043 Course: S46°11'30"E
Error North: -0.00295 East: 0.00308

Precision 1: 268702.33

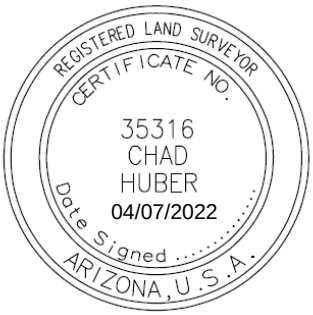

EXHIBIT A
LEGAL DESCRIPTION

FOR

APN 504-63-548

SOUTHEAST CORNER OF MILLER ROAD AND DURANGO STREET

TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE PARCEL OF LAND DESCRIBED IN MARICOPA COUNTY RECORDER DOCUMENT NO. 2011-0503610 AND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TCE NO. 1:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 17 FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 17 BEARS SOUTH 00°15'27" WEST, A DISTANCE OF 2627.28 FEET;

THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 17, SOUTH 00°15'27" WEST, A DISTANCE OF 301.04 FEET;

THENCE LEAVING SAID WEST LINE, SOUTH 89°44'33" EAST, A DISTANCE OF 70.00 FEET TO THE EAST RIGHT OF WAY LINE OF MILLER ROAD AND THE POINT OF BEGINNING, SAID POINT REFERRED TO AS POINT "A";

THENCE LEAVING SAID RIGHT OF WAY LINE, CONTINUING SOUTH 89°44'33" EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00°15'27" WEST, A DISTANCE OF 105.00 FEET;

THENCE NORTH 89°44'33" WEST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 00°15'27" WEST, A DISTANCE OF 224.82 FEET TO THE SOUTH LINE OF SAID PARCEL;

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
04/07/2022
Date Signed
ARIZONA, U.S.A.

CHAD W. HUBER
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CWH	CWH	03/28/2022	191342026	1 OF 5

EXHIBIT A
LEGAL DESCRIPTION

THENCE ALONG SAID SOUTH LINE, NORTH 89°44'32" WEST, A DISTANCE OF 5.02 FEET;

THENCE ALONG THE WEST LINE OF SAID PARCEL, NORTH 44°44'15" WEST, A DISTANCE OF 35.33 FEET;

THENCE CONTINUING ALONG SAID WEST LINE, NORTH 00°15'27" EAST, A DISTANCE OF 304.83 FEET TO THE POINT OF BEGINNING.

SAID TCE NO. 1 CONTAINS 11,682 SQUARE FEET OR 0.268 ACRES, MORE OR LESS.

TOGETHER WITH;

TCE NO. 2;

COMMENCING AT AFOREMENTIONED POINT "A";

THENCE ALONG THE WEST LINE OF SAID PARCEL, NORTH 00°15'27" EAST, A DISTANCE OF 182.39 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST LINE, NORTH 00°15'27" EAST, A DISTANCE OF 13.82 FEET;

THENCE NORTH 45°10'49" EAST, A DISTANCE OF 56.64 FEET TO THE NORTH LINE OF SAID PARCEL;

THENCE ALONG SAID NORTH LINE, SOUTH 89°53'49" EAST, A DISTANCE OF 35.97 FEET;

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
04/07/2022
Date Signed .....
ARIZONA, U.S.A.

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CWH	CWH	03/28/2022	191342026	2 OF 5

EXHIBIT A
LEGAL DESCRIPTION

THENCE LEAVING SAID NORTH LINE, SOUTH 00°11'52" WEST, A DISTANCE OF 20.65 FEET;

THENCE SOUTH 45°10'49" WEST, A DISTANCE OF 47.13 FEET;

THENCE NORTH 89°44'33" WEST, A DISTANCE OF 42.71 FEET TO THE POINT OF BEGINNING.

SAID TCE NO. 2 CONTAINS 2,742 SQUARE FEET OR 0.063 ACRES, MORE OR LESS.

TOTAL COMBINED TCE AREA CONTAINS 14,424 SQUARE FEET OR 0.331 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
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04/07/2022
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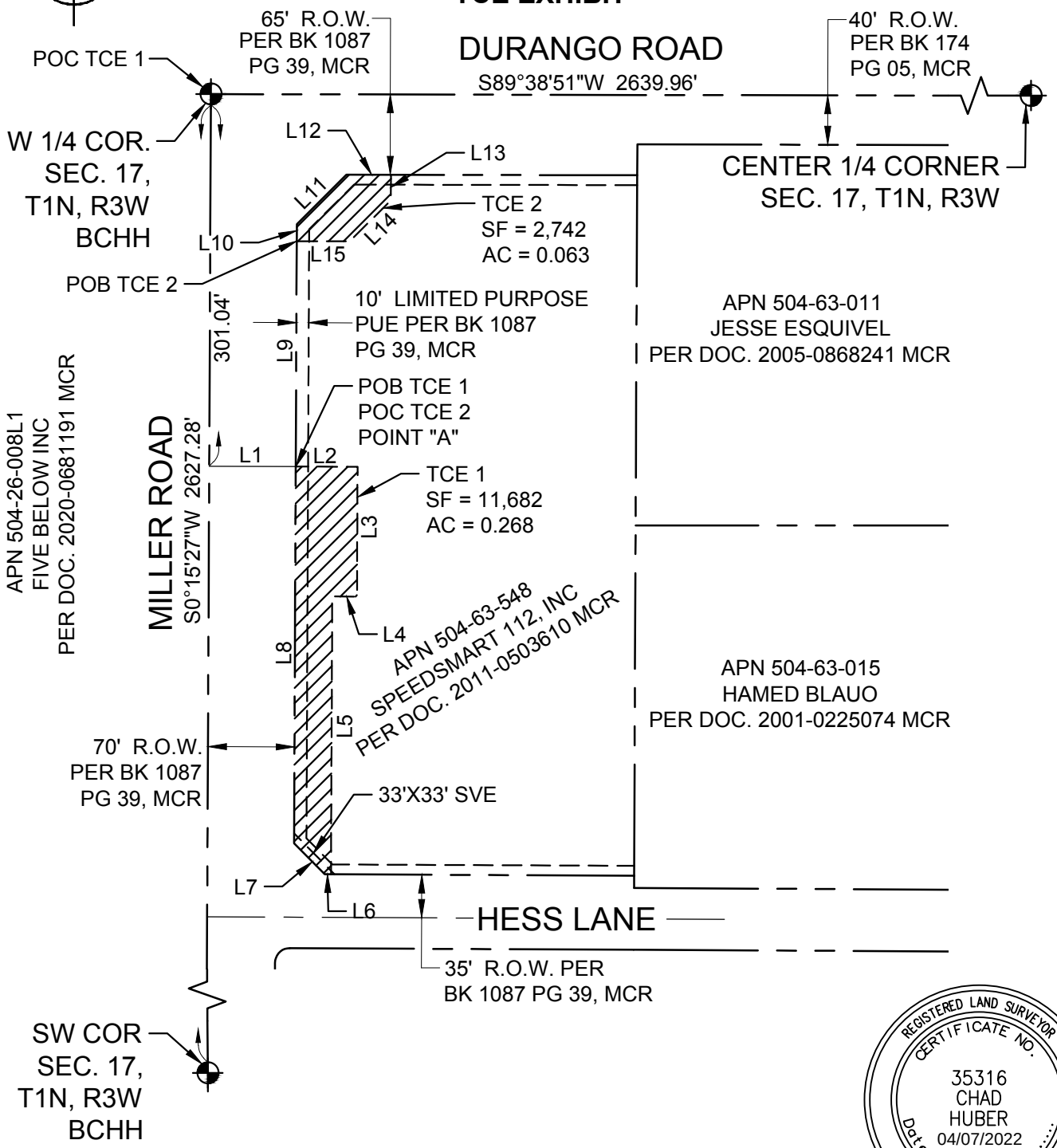
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CWH	CWH	03/28/2022	191342026	3 OF 5

EXHIBIT B

CITY OF BUCKEYE
504-63-548
TCE EXHIBIT



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
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ARIZONA, U.S.A.

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	CWH	CWH	03/28/2022	191342026	4 OF 5

EXHIBIT B

LINE TABLE

L1 = S89°44'33"E 70.00'
L2 = S89°44'33"E 50.00'
L3 = S00°15'27"W 105.00'
L4 = N89°44'33"W 20.00'
L5 = S00°15'27"W 224.82'
L6 = N89°44'32"W 5.02'
L7 = N44°44'15"W 35.33'
L8 = N00°15'27"E 304.83'
L9 = N00°15'27"E 182.39'
L10 = N00°15'27"E 13.82'
L11 = N45°10'49"E 56.64'
L12 = S89°53'49"E 35.97'
L13 = S00°11'52"W 20.65'
L14 = S45°10'49"W 47.13'
L15 = N89°44'33"W 42.71'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
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04/07/2022
Date Signed
ARIZONA, U.S.A.

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	CWH	CWH	03/28/2022	191342026	5 OF 5

APN 504-63-548

TEMPORARY CONSTRUCTION EASEMENT TIE-IN LINE 1

Start : North: 83973.6730' East: 94302.4560'

Segment #1 : Line

Course: S0°15'27"W Length: 301.04'
North: 83672.6371' East: 94301.1027'

Segment #2 : Line

Course: S89°44'33"E Length: 70.00'
North: 83672.3224' East: 94371.1020'

APN 504-63-548

TEMPORARY CONSTRUCTION EASEMENT AREA 1

North: 83672.3224' East: 94371.1020'

Segment #1 : Line

Course: S89°44'33"E Length: 50.00'
North: 83672.0977' East: 94421.1015'

Segment #2 : Line

Course: S0°15'27"W Length: 105.00'
North: 83567.0988' East: 94420.6296'

Segment #3 : Line

Course: N89°44'33"W Length: 20.00'
North: 83567.1886' East: 94400.6298'

Segment #4 : Line

Course: S0°15'27"W Length: 224.82'
North: 83342.3709' East: 94399.6194'

Segment #5 : Line

Course: N89°44'32"W Length: 5.02'
North: 83342.3935' East: 94394.5994'

Segment #6 : Line

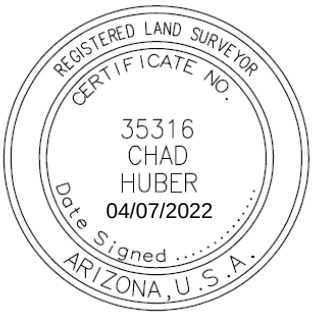
Course: N44°44'15"W Length: 35.33'
North: 83367.4898' East: 94369.7321'

Segment #7 : Line

Course: N0°15'27"E Length: 304.83'
North: 83672.3167' East: 94371.1020'

Perimeter: 745.00' Area: 11682.45 Sq. Ft.
Error Closure: 0.0057 Course: S0°43'17"E
Error North: -0.00571 East: 0.00007

Precision 1: 130701.75



APN 504-63-548

TEMPORARY CONSTRUCTION EASEMENT TIE-IN LINE 2

Segment #1 : Line

Course: N0°15'27"E Length: 182.39'
North: 83854.7081' East: 94371.9219'

APN 504-63-548

TEMPORARY CONSTRUCTION EASEMENT AREA 2

North: 83854.7081' East: 94371.9219'

Segment #1 : Line

Course: N0°15'27"E Length: 13.82'
North: 83868.5279' East: 94371.9840'

Segment #2 : Line

Course: N45°10'49"E Length: 56.64'
North: 83908.4522' East: 94412.1603'

Segment #3 : Line

Course: S89°53'49"E Length: 35.97'
North: 83908.3875' East: 94448.1303'

Segment #4 : Line

Course: S0°11'52"W Length: 20.65'
North: 83887.7377' East: 94448.0590'

Segment #5 : Line

Course: S45°10'49"W Length: 47.13'
North: 83854.5167' East: 94414.6284'

Segment #6 : Line

Course: N89°44'33"W Length: 42.71'
North: 83854.7087' East: 94371.9188'

Perimeter: 216.92' Area: 2742.04 Sq. Ft.
Error Closure: 0.0032 Course: N78°31'07"W
Error North: 0.00063 East: -0.00309

Precision 1: 67787.50

ATTACHMENT 8

Legal Description of STF Retail Partners 2, L.L.C. Property
APN 504-63-907

(See Attached Pages)

Entellus
3033 North 44th Street, Suite 250
Phoenix, Arizona 85018
Tel 602.244.2566
Fax 602.244.8947
Web www.entellus.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
DATE SIGNED 8-9-2021
ARIZONA U.S.A.

LEGAL DESCRIPTION
FOR
APN 504-63-907
MILLER ROAD- LOWER BUCKEYE TO DURANGO
DRAINAGE EASEMENT

That portion of the parcel of land described in Maricopa County Recorder Document # 2021-0361647 and located in the Southwest Quarter of Section 17, Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the Maricopa County Highway Department brass cap in hand hole found at the Southwest Corner of said Section 17 from which the Maricopa County Highway Department brass cap in hand hole found at the West Quarter Corner of said Section 17 bears North 00 degrees 15 minute 27 seconds East a distance of 2,627.29 feet, said line being the West line of the Southwest Quarter of said Section 12, and said line being the basis of bearings for this description;

Thence along the South line of said Southwest Quarter, South 89 degrees 57 minutes 06 seconds East a distance of 140.53 feet to a point;

Thence North 00 degrees 02 minutes 54 seconds East a distance of 136.27 feet to the POINT OF BEGINNING;

Thence North 53 degrees 28 minutes 03 seconds West a distance of 80.63 feet to a point;

Thence North 00 degrees 15 minutes 25 seconds East a distance of 77.00 feet to a point;

Thence South 89 degrees 44 minutes 35 seconds East a distance of 5.00 feet to a point;

Thence North 00 degrees 15 minutes 25 seconds East a distance of 93.26 feet to a point;

Thence South 89 degrees 44 minutes 35 seconds East a distance of 60.00 feet to a point;

Thence South 00 degrees 15 minutes 25 seconds West a distance of 217.97 feet to the POINT OF BEGINNING.

Containing an area of 12,151 SQUARE FEET or 0.279 ACRES, more or less.

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Web www.entellus.com

LEGAL DESCRIPTION
FOR
APN 504-63-907
MILLER ROAD- LOWER BUCKEYE TO DURANGO
PUBLIC UTILITY EASEMENT

That portion of the parcel of land described in Maricopa County Recorder Document # 2021-0361647 and located in the Southwest Quarter of Section 17, Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the Maricopa County Highway Department brass cap in hand hole found at the Southwest Corner of said Section 17 from which the Maricopa County Highway Department brass cap in hand hole found at the West Quarter Corner of said Section 17 bears North 00 degrees 15 minute 27 seconds East a distance of 2,627.29 feet, said line being the West line of the Southwest Quarter of said Section 12, and said line being the basis of bearings for this description;

Thence along the South line of said Southwest Quarter, South 89 degrees 57 minutes 06 seconds East a distance of 355.28 feet to a point;

Thence North 00 degrees 02 minutes 54 seconds East a distance of 75.00 feet to the southeast corner of said parcel of land;

Thence along the east deed line of said parcel, North 00 degrees 15 minutes 27 seconds East a distance of 53.02 feet to the POINT OF BEGINNING;

Thence North 89 degrees 42 minutes 34 seconds West a distance of 204.97 feet to a point a point;

Thence North 53 degrees 28 minutes 03 seconds West a distance of 93.03 feet to a point;

Thence North 00 degrees 15 minutes 25 seconds East a distance of 77.00 feet to a point;

Thence South 89 degrees 44 minutes 35 seconds East a distance of 5.00 feet to a point;

Thence North 00 degrees 15 minutes 27 seconds East a distance of 373.11 feet to a point on the north deed line of said parcel of land;

Thence along said north deed line, South 89 degrees 44 minutes 33 seconds east a distance of 8.00 feet to a point;

Thence South 00 degrees 15 minutes 25 seconds West a distance of 381.11 feet to a point;

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Thence North 89 degrees 44 minutes 35 seconds West a distance of 5.00 feet to a point;

Thence South 00 degrees 15 minutes 25 seconds West a distance of 64.95 feet to a point;

Thence South 53 degrees 28 minutes 03 seconds East a distance of 86.36 feet to a point;

Thence South 89 degrees 42 minutes 34 seconds East a distance of 202.35 feet to a point on the east deed line of said parcel of land;

Thence along said east deed line, South 00 degrees 15 minutes 27 seconds West a distance of 8.00 feet to the POINT OF BEGINNING.

Containing an area of 5,971 SQUARE FEET or 0.137 ACRES, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
DATE SIGNED 8-11-2021
ARIZONA U.S.A.

Entellus
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Phoenix, Arizona 85018
Tel 602.244.2566
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LEGAL DESCRIPTION
FOR
APN 504-63-907
MILLER ROAD- LOWER BUCKEYE TO DURANGO
RIGHT OF WAY

That portion of the parcel of land described in Maricopa County Recorder Document # 2021-0361647 and located in the Southwest Quarter of Section 17, Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the Maricopa County Highway Department brass cap in hand hole found at the Southwest Corner of said Section 17 from which the Maricopa County Highway Department brass cap in hand hole found at the West Quarter Corner of said Section 17 bears North 00 degrees 15 minute 27 seconds East a distance of 2,627.29 feet, said line being the West line of the Southwest Quarter of said Section 12, and said line being the basis of bearings for this description;

Thence along the South line of said Southwest Quarter, South 89 degrees 57 minutes 06 seconds East a distance of 355.28 feet to a point;

Thence North 00 degrees 02 minutes 54 seconds East a distance of 75.00 feet to a point on the existing north right-of-way line of Lower Buckeye Road as described in the Maricopa County Recorder's (MCR) Book 174 of Maps, Page 5, said point also being the southeast corner of said parcel of land, and said point being the POINT OF BEGINNING;

Thence along said existing north right-of-way line, North 89 degrees 57 minute 06 seconds West a distance of 287.96 feet to the point of curvature for a tangent curve to the right being concave northeasterly and having a radius of 12.00 feet;

Thence continuing along said right-of-way line and along said curve through a central angle of 90 degrees 12 minutes 33 seconds an arc distance of 18.99 feet to a point on the existing east right-of-way line of Miller Road as defined in said MCR Book 174 of Maps, Page 5;

Thence along said existing east right-of-way line, North 00 degrees 15 minutes 27 seconds East a distance of 547.34 feet to the northwest corner of said parcel of land;

Thence along the north deed line of said parcel, South 89 degrees 44 minutes 33 seconds East a distance of 25.02 feet to a point;

Thence South 00 degrees 15 minutes 25 seconds West a distance of 373.11 feet to a point;

Thence North 89 degrees 44 minutes 35 seconds West a distance of 5.00 feet to a point;

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Thence South 00 degrees 15 minutes 25 seconds West a distance of 77.00 feet to a point;

Thence South 53 degrees 28 minutes 03 seconds East a distance of 93.03 feet to a point;

Thence South 89 degrees 42 minutes 34 seconds East a distance of 204.97 feet to a point on the east deed line of said parcel of land;

Thence along said east deed line, South 00 degrees 15 minutes 27 seconds West a distance of 53.02 feet to the POINT OF BEGINNING.

Containing an area of 30,109 SQUARE FEET or 0.691 ACRES, more or less.

EXHIBIT A
LEGAL DESCRIPTION

FOR

APN 504-63-907

NORTHEAST CORNER OF MILLER ROAD AND LOWER BUCKEYE ROAD

DRAINAGE EASEMENT

A PORTION OF THE PARCEL OF LAND DESCRIBED IN MARICOPA COUNTY RECORDER DOCUMENT NO. 2021-0361647 AND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 17 FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 17 BEARS SOUTH 89°57'06" EAST, A DISTANCE OF 2637.56 FEET;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 17, SOUTH 89°57'06" EAST, A DISTANCE OF 157.66 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 00°02'54" EAST, A DISTANCE OF 128.86 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°17'26" EAST, A DISTANCE OF 35.00 FEET;

THENCE SOUTH 89°42'34" EAST, A DISTANCE OF 197.79 FEET TO THE EAST LINE OF SAID PARCEL OF LAND;

THENCE ALONG SAID EAST LINE, SOUTH 00°15'27" WEST, A DISTANCE OF 35.00 FEET;

THENCE LEAVING SAID EAST LINE, NORTH 89°42'34" WEST, A DISTANCE OF 197.81 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 6,923 SQUARE FEET OR 0.159 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
04/27/2022
Date Signed
ARIZONA, U.S.A.

EXPIRES: 09/30/24

CHAD W. HUBER
RLS 35316
7740 N. 16TH STREET, SUITE 300
PHOENIX, ARIZONA 85020
PH. 602-837-5511
chad.huber@kimley-horn.com

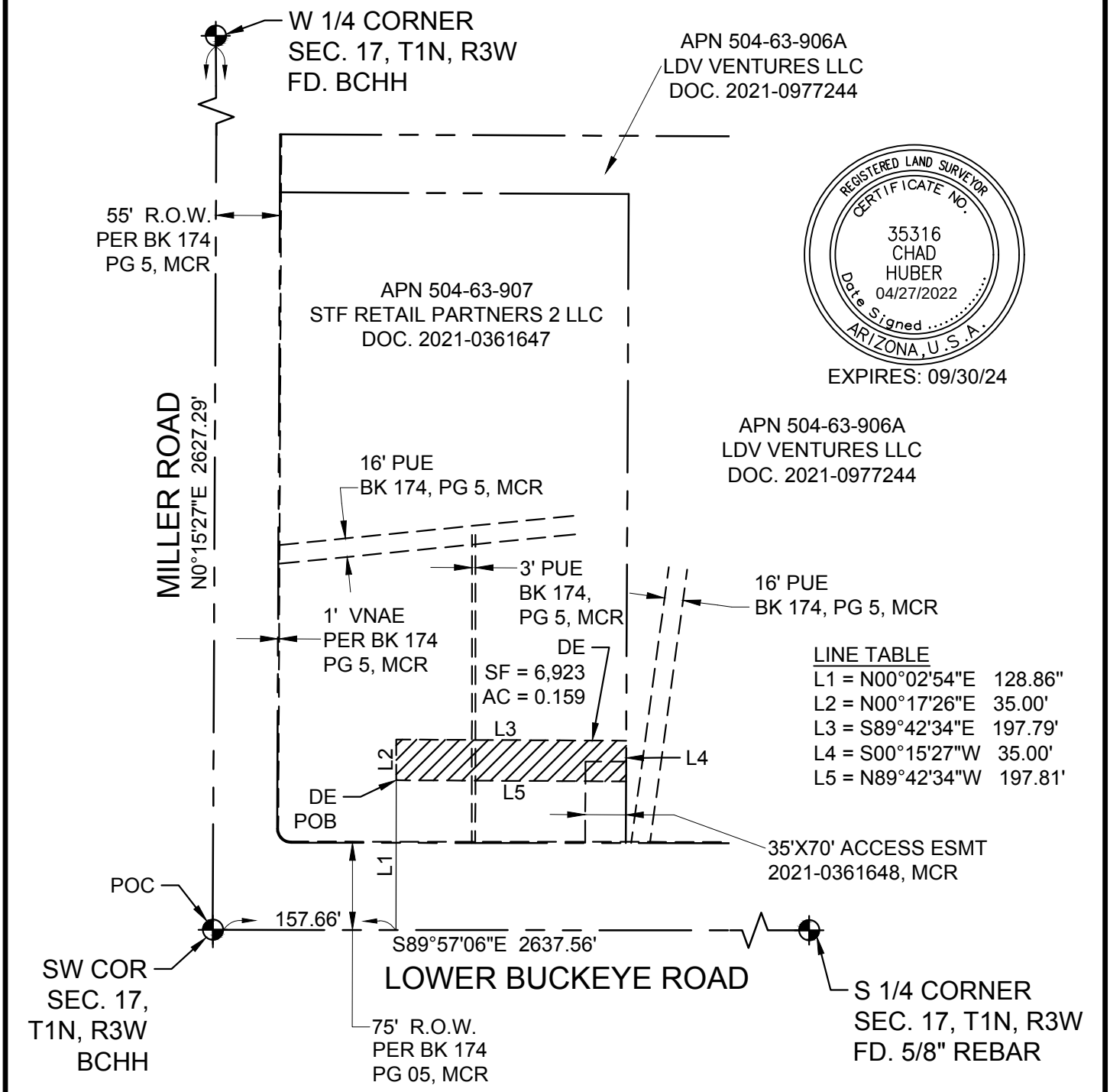
Kimley»Horn

7740 N. 16TH ST, Suite 300
PHOENIX, AZ 85020
Tel. No. (602) 837-5511

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CWH	CWH	04/27/2022	191342026	1 OF 2

EXHIBIT B

CITY OF BUCKEYE
504-63-907
DRAINAGE EASEMENT EXHIBIT



LINE TABLE

L1 = N00°02'54"E	128.86"
L2 = N00°17'26"E	35.00'
L3 = S89°42'34"E	197.79'
L4 = S00°15'27"W	35.00'
L5 = N89°42'34"W	197.81'

CHAD W. HUBER
RLS 35316
7740 N. 16TH STREET, SUITE 300
PHOENIX, ARIZONA 85020
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	CWH	CWH	04/27/2022	191342026	2 OF 2

APN 504-63-907

DRAINAGE EASEMENT TIE-IN LINE

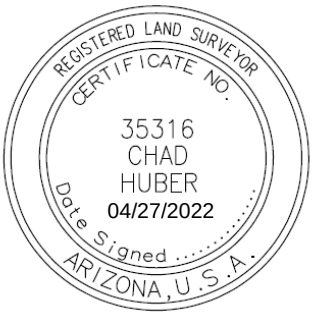
Start : North: 81346.4170' East: 94290.6450'

Segment #1 : Line

Course: S89°57'06"E Length: 157.66'
North: 81346.2840' East: 94448.3073'

Segment #2 : Line

Course: N0°02'54"E Length: 128.86'
North: 81475.1433' East: 94448.4160'



EXPIRES: 9/30/24

APN 504-63-907

DRAINAGE EASEMENT AREA

North: 81475.1433' East: 94448.4160'

Segment #1 : Line

Course: N0°17'26"E Length: 35.00'
North: 81510.1428' East: 94448.5935'

Segment #2 : Line

Course: S89°42'34"E Length: 197.79'
North: 81509.1398' East: 94646.3809'

Segment #3 : Line

Course: S0°15'27"W Length: 35.00'
North: 81474.1402' East: 94646.2236'

Segment #4 : Line

Course: N89°42'34"W Length: 197.81'
North: 81475.1433' East: 94448.4162'

Perimeter: 465.60' Area: 6922.97 Sq. Ft.
Error Closure: 0.0002 Course: N88°33'26"E
Error North: 0.00000 East: 0.00019

Precision 1: 2328000.00

EXPIRES: 9/30/24

ATTACHMENT 9

Legal Description of Yuma/Miller Rd. 20 Acres, LLC Property
APN 504-63-007W

(See Attached Page)

Entellus
3033 North 44th Street, Suite 250
Phoenix, Arizona 85018
Tel 602.244.2566
Fax 602.244.8947
Web www.entellus.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
71745
ERICK A.
WELCH
Date Signed 09-22-2021
ARIZONA, U.S.A.
Expires 09/30/2023

LEGAL DESCRIPTION
FOR
APN 504-63-007W
MILLER ROAD- DURANGO ROAD TO INTERSTATE 10
DRAINAGE EASEMENT

That portion of the parcel of land described in Maricopa County Recorder Document # 2021-0813064 and located in the Northwest Quarter of Section 17, Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the Maricopa County Highway Department brass cap in hand hole found at the West Quarter Corner of said Section 17 from which the Maricopa County Department of Transportation brass cap flush found at the Northwest Corner of said Section 17 bears North 00 degrees 15 minutes 57 seconds East a distance of 2,626.71 feet, said line being the West line of the Northwest Quarter of said Section 17, and said line being the basis of bearings for this description;

Thence along the South line of said Northwest Quarter, South 89 degrees 53 minutes 12 seconds East a distance of 133.17 feet to a point;

Thence North 00 degrees 06 minutes 48 seconds East a distance of 65.00 feet to the north right-of-way line of Durango Street as defined in the Special Warranty Deed found in the Maricopa County Recorders (MCR) Document Number 2012-0126362, said point also being the POINT OF BEGINNING;

Thence along said north right-of-way line, North 89 degrees 53 minutes 12 seconds West a distance of 13.01 feet to a point on the east right-of-way line of Miller Road as defined in the Special Warranty Deed found in Document Number 2012-0126145 (MCR);

Thence continuing along said east right-of-way line, North 44 degrees 48 minutes 31 seconds West a distance of 56.48 feet;

Thence continuing along said east right-of-way line, North 00 degrees 15 minutes 57 seconds East a distance of 123.15 feet to a point;

Thence South 89 degrees 44 minutes 03 seconds East a distance of 53.00 feet to a point on a line parallel with and 53.00 feet distant from said east right-of-way line,

Thence along said parallel line, South 00 degrees 15 minutes 57 seconds West a distance of 163.00 feet to the POINT OF BEGINNING.

Containing an area of 7,843 SQUARE FEET or 0.180 ACRES, more or less.

City Clerk
MAY 16 2022
C1122am
Received
S Stewart

May 13, 2022

Sent via Regular U.S. Mail & Hand-Delivery

City Clerk
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85236

Re: Tax Parcel No 504-24-008M

Project Description: Miller Road (Lower Buckeye Road to Durango Street) Street Improvements

Dear Ms. Aja (City Clerk):

I am an owner and authorized to speak on behalf of the other owners of the property described above. I received a letter from the City of Buckeye Engineering Department dated May 1, 2022 ("City Letter") indicating the City of Buckeye is considering constructing certain street improvements. The City Letter stated that if, as an owner, I have an objection to the proposed improvements or the estimated assessment projected for my property, I was to provide you with such letter of objection and this letter serves as my objection.

I have not received information from the City regarding the scope of work and the quality of same, or its process in obtaining reasonable bids from potential contractors. The amount of the assessment for my property is excessive, compared to the total amount Buckeye projected in its report *Capital Improvement Program, FY21/22-FY 26/27*. The estimate of cost appears inconsistent with projected costs.

I would like the opportunity to speak to someone and receive additional information and thorough background on how the assessment was calculated and the necessity and scope of the work proposed. In closing, I object to both the work and the proposed assessment.

Please contact me with questions or concerns regarding this communication.

Sincerely,

Parminder Singh

Parminder Singh
7138 N, 110 AVE GLENDALE AZ, 85307
M&U Land LLC

City Clerk
MAY 16 2022
A. BEAMAN 12:45pm
Received

PRICE LAW GROUP
A Professional Corporation

CALIFORNIA
6345 Balboa Blvd, Suite 247
Encino, CA 91316
Tel: 818-995-4540
Fax: 818-995-9277

ARIZONA
8245 N. 85th Way
Scottsdale, AZ 85258
Tel: 818-995-4540
Fax: 866-401-1457

NEW JERSEY
86 Hudson St.
Hoboken, NJ 07030
Tel: 818-995-4540
Fax: 818-380-7666

May 13, 2022

VIA PROCESS SERVICE
City Clerk
530 East Monroe Avenue
Buckeye, AZ 85326

Re: Objection to Proposed Special Assessment Against Tax Parcel No. 504-63-548

Dear Sir/Madam:

We have been retained by Speedsmart 112, Inc. ("Speedsmart") in relation to the public hearing currently scheduled to be held by the Buckeye City Council on May 17, 2022. We are in receipt of your letter dated May 1, 2022, which declares that, at the scheduling public hearing, the City Council will be determining whether to make certain improvements to public roads between Lower Buckeye Road and Durango Street, namely Miller Road.

Your letter further notes that should such a determination be made, a special assessment would be levied by the City of Buckeye against Speedsmart in an approximate amount of $912,000.00.

Speedsmart submits this correspondence as a written objection to the implementation of such a special assessment.

In Arizona, state statute establishes the right and governs the use of special assessments to make public improvements. "A "special assessment" is "an assessment against real property based on the proposition that, due to a public improvement of some nature, such real property has received a benefit." *Northwest Fire District v. U.S. Home*, 215 Ariz. 492, 495 (Ariz. 2007) (citing *Barry v. Sch. Dist. No. 210*, 105 Ariz. 139, 140, 460 P.2d 634, 635 (1969); *Weller v. City of Phoenix*, 39 Ariz. 148, 151, 4 P.2d 665, 667 (1931) (defining assessments as "special and local

impositions on property, made for a public purpose, but fixed in amount with reference to the special benefit which such property derives from the expenditure...")).

"The rationale of special assessment is that the assessed property has received a special benefit **over and above that received by the general public**." *Northwest Fire District*, 215 Ariz. at 495 (emphasis added) (further citations omitted).

"[P]roperty may be assessed its proportion of specified costs **only if it receives a special benefit** from the improvement **that is different than the benefit received by other properties**" and therefore "any evaluation of a special assessment must begin by reviewing the improvements funded by the assessment and their estimated costs." *Id.* (emphasis added) (citing Cf.A.R.S. § 48-577 (2000) (stating that a municipal special assessment requires preliminary plans for improvements and cost estimates and also requires that no lot be assessed more than "its proportion of the estimate")). "Without a specific plan and cost estimate, there can be no way of knowing the property owner's share of the improvement costs or whether a particular property will be benefited at all, let alone whether it will receive a benefit different than all other properties in the district." *Northwest Fire District*, 215 Ariz. at 495.

The proposed cost assessment against Speedsmart is unsupported by any "specific plan" or complete "cost estimate" as required by the Arizona Supreme Court. There is no explanation as to how general "street improvements" to Miller Road would confer upon Speedsmart a "benefit [...] that is different than the benefit received by other properties" along that same road, or by City of Buckeye residents in general who utilize Miller Road for travel. The proposed assessment therefore violates Arizona statute.

Speedsmart requests that the City of Buckeye and the City Council publicly disclose the estimated amounts to be assessed against other properties similarly located adjacent to the proposed public road improvement.

Should the city pass the proposed amendment without providing the required "specific plan" and "cost estimate" showing (1) how the proposed public road improvements will uniquely benefit Speedsmart in a manner different than all other properties located next to the road, and (2) how the amount to be assessed was calculated in relation to other properties located next to the road, Speedsmart will be forced to file suit in state court, seeking an injunction under established Arizona case law.

Finally, the May 1, 2022, letter notifying Speedsmart of the proposed special assessment refers vaguely to "previous conversations" between the City and Speedsmart regarding such improvements. Speedsmart notes that such conversations concerned a 2008 Pre-Annexation and Development Agreement and a 2010 amendment thereto. Under the established PADA, Speedsmart agreed to certain, limited improvements to local infrastructure (with estimated costs well below the nearly $1 million assessment currently being contemplated) and has already paid

for the relocation of high-voltage power lines and for the installation of traffic lights on Miller Road. Speedsmart relied upon the City's representations in the PADA when investing substantial capital in the City of Buckeye over the past decade. This reliance, and the terms of the PADA, will be included and addressed in any lawsuit filed by Speedsmart should the City of Buckeye attempt to extract an additional $912,000.00 for general road improvement without adequately justifying the same.

Cordially,

PRICE LAW GROUP, APC

/s/David Chami

David Chami, Esq., AZ #027585
Price Law Group, APC
8245 N 85th Way
Scottsdale AZ 85258
P: (818) 600-5515
F: (818) 600-5415
E: david@pricelawgroup.com

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 05/17/22	**AGENDA ITEM:** 7.D. City of Buckeye Library Master Plan
DATE PREPARED: 05/17/22	**DISTRICT NO.:** ALL
STAFF LIAISON: Miranda Gomez, Community Services Director, mgomez@buckeyeaz.gov, (623) 349-6353	
DEPARTMENT: Community Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the Professional Service Agreement (No. 2022036) between the City of Buckeye, an Arizona municipal corporation, and Holly Street Studio, an Arizona corporation, to provide professional services to assist the City in developing a comprehensive Library Master Plan for the City of Buckeye Public Library System; and authorizing the Mayor to execute and deliver said Agreement on behalf of the City.

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

SUMMARY

PROJECT DESCRIPTION:
The City of Buckeye's Community Services Department is in need of professional services to develop a comprehensive Library Master Plan that includes a needs assessment that will identify the specific library services needed in Buckeye, a facilities plan, trends analysis, benchmarking analysis, staffing profiles, and evaluation of technology for the City of Buckeye Public Library System.

To develop the Master Plan, Holly Street Studio will involve the public, stakeholders, the Library Advisory Board, and Buckeye City Council to ensure the plan is reflective of Buckeye's short and long-term goals for library services and facilities.

The Request for Proposal was issued on Monday, February 7, 2022. There was a pre-proposal meeting held virtually on Tuesday, February 22, 2022 at 2:30 PM. After a review of the submittals, an evaluation team of five determined that Holly Street Studio was responsive and responsible and it is recommended they be awarded this agreement in the amount not to exceed $150,000.00.

BENEFITS:
The plan will allow the City to maintain a well-planned urban community by providing library services to Buckeye residents. The Library Master Plan will provide direction to staff, Council, and stakeholders on the future growth of library services as Buckeye's population continues to grow.

FUTURE ACTION:
The Library Master Plan will be brought before council throughout the process and at completion for adoption.

FINANCIAL IMPACT STATEMENT:

The $150,000 contracted amount with Holly Street Studio is budgeted in FY22 in GL#10004151 520037 - Library Professional Services General. The funds are also requested in FY23 in the same GL account as the project will carry over into the next fiscal year.

CURRENT FISCAL YEAR TOTAL COST:
$150,000

BUDGETED:
Yes

FISCAL YEAR:
2021/2022

FUND/DEPARTMENT:
10004151 520037

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
2022036_HOLLY STREET STUDIO_COB LIBRARY MASTER PLAN_PSA_05.11.2022.pdf

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
HOLLY STREET STUDIO
CONTRACT No. 2022036

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into by and between the City of Buckeye, an Arizona municipal corporation (the "City") and Holly Street Studio., an Arizona corporation (the "Consultant").

RECITALS

The City issued a Request for Proposals No. 2022036 (the "RFP") for City of Buckeye Library Master Plan, attached hereto as Exhibit A and incorporated herein by reference.

The Consultant submitted a proposal (the "Proposal"), attached hereto as Exhibit B 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 **One Hundred and Fifty Thousand Dollars and Zero Cents ($150,000.00)** at the rates as set forth in the Fee Schedule, attached hereto as Exhibit C 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.

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 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:	Holly Street Studio ATTN: Diane R. Jacobs FAIA, NOMA Principal In Charge 1319 E Van Buren St Phoenix, AZ 85006 Facsimile: (602) 307-5677

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:
Holly Street Studio

By: _____
Name

Principal In Charge
Title

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAA_aZt4tFE326w4kuJ2nMYhUrCFoOO6oJn

EXHIBIT A

TO

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF BUCKEYE

AND

HOLLY STREET STUDIO

[RFP]

See following pages.

CITY OF BUCKEYE

Request for Proposals
RFP No. 2022036

LIBRARY MASTER PLAN

CONTACT PERSON
Tyra R. Bell, Purchasing Agent
Construction & Contracting Division
tbell@buckeyeaz.gov
(623) 349-6171

SCHEDULE OF EVENTS

Date Issued:	Monday, February 7, 2022
Pre Proposal Meeting:	Tuesday, February 22, 2022
Last Day for Questions:	Thursday, March 3, 2022
Due Date & Time:	Thursday, March 10, 2022

PLEASE NOTE: IF RFP DOCUMENTS WERE DOWNLOADED FROM THE CITY OF BUCKEYE WEBSITE, PROPOSER IS RESPONSIBLE FOR OBTAINING ANY AMENDMENTS EITHER THROUGH UPDATES ON THE WEBSITE, OR BY CONTACTING THE CITY CONTACT PERSON.

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RFP NO. 2022036

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EXHIBIT A: Professional Service Agreement

SECTION I: GENERAL INFORMATION

The City of Buckeye (the "City") is issuing this Request for Proposals (this "RFP") from qualified consulting firms ("Vendors") interested in providing professional services to assist the City to develop a comprehensive Library Master Plan that includes a facilities plan, and technology for the City of Buckeye Public Library System. The City is seeking a Vendor with relevant experience in developing a Library Master Plan as more particularly described in the Specifications/Scope of Work **SECTION IV**. In accordance with the City's Procurement Code, the City will accept sealed proposals ("Proposals") for the Services.

Proposals are to be addressed and delivered to the **Buckeye City Hall, Attn: Tyra Bell at 530 East Monroe Avenue, Buckeye, Arizona, 85326 on or before 4:00 P.M., Local Buckeye, Arizona Time, March 10, 2022** at which time a representative of the City will announce publicly the names of those firms or individuals submitting proposals. No other public disclosure will be made until after award of the contract.

END SECTION I

SECTION II: PURPOSE OF THE RFP

1. BACKGROUND

The City of Buckeye is the largest city geographically in Arizona with a 640 square mile municipal planning area that is five percent built out today. According to the 2020 US Census Bureau, Buckeye has a population of 91,502, a 56.6% increase since 2010. City officials are estimating Buckeye's population to be approximately 104,000 when considering Single Family Resident (SFR) housing permits issued since the Census in April 2020 to July 2021.

The City of Buckeye, within the Community Services Department's (CSD) Library Division, has two public libraries, one bookmobile, digital branch and oversight of a small local history museum. The Downtown Library is 6,370 square feet that includes two additions, opened in 1971 and was the only library in Buckeye's planning area for over 40 years. Fall of 2008, the Roadrunner bookmobile was another vital service that added mobile library services to the vast planning area and the communities at the northern boundary of Buckeye, such as Festival and Tartesso. The Coyote Branch Library is 16,600 square feet and opened in March of 2015.

The City Council is supportive of the Library Division and has provided continued funding for services and materials for the community. In addition to Council, the library enjoys support from the Library Advisory Board and the Friends of the Buckeye Public Library who continue to raise funds to help provide quality programming for library customers of all ages.

Today, the library collection contains more than 75,500 items including books, DVDs, and electronic resources such as downloadable audiobooks and e-books. Internet workstations, a public Wi-Fi system and a variety of programs, both in person and virtual for all ages are provided to the community free of charge. Customers can access the library catalog, mobile printing and other digital resources through the Falcon Digital Library App that was launched in February 2018 in an effort to provide 24/7 library services to the community of Buckeye.

Library staff consists of 15.8 FTE (13 FT and 6 PT). Both public libraries are open 50 hours each per week, six days per week. Library staff dedicates 24 hours per week for bookmobile services and 20 hours per week for the staffing of a local history museum.

2. METHOD OF SELECTION

The intent of the City is to select one Vendor whose proposal is determined to be the most advantageous to the City based on the evaluation factors set forth in this Request for Proposals. The successful Vendor will have demonstrated exceptional qualifications.

3. REQUEST FOR PROPOSALS

The City will conduct a prequalification screening of all submitted proposals by a designated selection team. The prequalification screening process will identify those firms who, in the City's sole discretion, best meet the City's needs. **Section V** details the Criteria used for evaluations of submittals. The City reserves the right to reject any or all submissions.

4. NEGOTIATIONS

After a ranking of submittals, the City will offer the highest ranked firm a thirty (30) day exclusive negotiation period. In the event that there is an impasse in the negotiations, or the City negotiators determine that a contract cannot be achieved, the City reserves the right to go to the next highest ranked firm. This process may continue through those firms on the

final list until a contract is successfully negotiated. The City reserves the right to reject all proposals at any time, or to cease negotiations over a contract at any time.

END OF SECTION II

SECTION III: INSTRUCTIONS TO PROPOSERS

1. You must address and deliver your proposal to City of Buckeye, Attn: Tyra Bell, 530 E. Monroe Avenue, Buckeye, Arizona 85326, on or before the time and date set for closing.

Proposals should be in a sealed envelope marked:

Name of Proposer: _____
Title of Proposal: **Library Master Plan**
RFP Number: **RFP No. 2022036**
Due Date and Time: **March 10, 2022 4:00 P.M., Local Time Buckeye, Arizona**

No telephone, electronic or facsimile proposals will be considered. Proposals received after the time and date for closing will be returned to the proposer unopened.

2. Interested Vendors must submit a one-page cover letter and **one (1) original, clearly marked original** and **one (1) copy, clearly marked copy (two (2) total submittals)** of the Proposal. In addition, interested parties must submit **one (1) original copy** of the Proposal on a flash drive in PDF format. Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

3. You may withdraw your proposal at any time prior to the time and date set for closing. Proposals withdrawn after opening but prior to award, may be withdrawn in accordance with the City of Buckeye Procurement Code.

4. No department or office at the City has the authority to solicit or receive official proposals other than the City Construction and Contracting Division. All solicitation is performed under the direct supervision of the Manager of Construction & Contracting, City of Buckeye and in complete accordance with City of Buckeye Procurement Code.

5. The City reserves the right to conduct discussions with proposers, to accept revisions of proposals, and to negotiate price changes. During this discussion period, the City will not disclose any information derived from proposals submitted, or from discussions with other proposers. Once an award is made, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.

6. The award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the City based on the evaluation factors set forth in this Request for Proposals. Price, although a consideration, will not be the sole determining factor. No purchase order is issued with a proposer until a price is successfully negotiated and is approved by the City, as authorized by the City Council.

7. If you are submitting any information you consider to be proprietary, you must place it in a separate envelope and mark it "Proprietary Information". If the Construction & Procurement Manager concurs, this information will not be considered public information. The City Manager is the final authority as to the extent of material, which is considered proprietary or confidential. Pricing information cannot be considered proprietary.

8. Your proposal should be submitted in the format shown in **Section VI.** Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered. An individual authorized to extend a formal proposal must sign all proposals. Proposals that are not signed may be rejected.

9. The City reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The City also reserves the right to hold all proposals for a period of 60 days after the opening date.

10. Definitions
"May": Indicates something that is not mandatory but permissible/desirable.
"Shall," "Must," "Will": Indicates mandatory requirement. Failure to meet these mandatory requirements will result in rejection of your proposal as nonresponsive.

"Should": Indicates something that is recommended but not mandatory. If the proposer fails to provide recommended information, the City may, at its sole option, ask the proposer to provide the information or evaluate the proposal without the information.

11. Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions, and requirements in the specifications/scope of work.

12. All responses and accompanying documentation will become the property of the City at the time the proposals are opened.

13. All formal inquiries or requests for significant or material clarification or interpretation, or notification to the City of errors or omissions relating to this Request for Proposals must be directed in writing to:

Tyra Bell, Purchasing Agent
Construction & Contracting Division
City of Buckeye
530 E. Monroe Ave. Buckeye, Arizona 85326
Tel: 623-349-6171
Email: tbell@buckeyeaz.gov

Requests must be submitted on a copy of the Proposer Inquiry Form included in **Section VIII** of this Request for Proposals. All formal inquiries must be submitted no later than **Thursday March 3, 2022 at 5:00 p.m. Local Time Buckeye, Arizona.** Failure to submit inquiries by this deadline may result in the inquiry not being answered. Note that the City will answer informal questions orally. The City makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to provide minor clarifications rapidly. Oral statements or instructions shall not constitute an amendment to this Request for Proposals. Proposers shall not rely on any verbal responses from the City. If you have formal questions about any part of this Request for Proposals, which could result in a material issue or a formal amendment to this Request for Proposals, submit your questions on a Proposer Inquiry Form

from **Section VIII** of this Request for Proposals.

14. The City shall not reimburse any proposer the cost of responding to a Request for Proposals.

15. The City believes that it can best maintain its reputation for treating service providers and suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that we have fallen short of these goals, you may submit a protest pursuant to the Procurement Code of the City of Buckeye.

END OF SECTION III

SECTION IV: SPECIFICATIONS/SCOPE OF WORK

1.1 Project Description

The City seeks a Consultant who shall engage in a collaborative, interactive process and has experience in both service design and comprehensive planning for the 21st century public library. The Master Plan shall be aspirational in vision, but realistic and manageable for implementation. Specific attention shall be given to the technology, staffing profiles, utilization of the Library's existing access to market segmentation analysis, and facilities plan. The Master Plan shall be both complimentary to and consistent with the values and goals of the City. Consultants shall collaborate and maintain communication with Community Services and Library Leadership as well as provide regular updates and status reports on progress. The plan will be used as the city's guiding planning document for library services, programming, technology and facilities over the next 5 to 20 years.

The budget for this project is One Hundred and Fifty Thousand Dollars and Zero Cents ($150,000.00).

The Master Plan shall address the following elements:

1. **Project Administration**
   - Community engagement and participation in the process.
   - Staff engagement and participation in the process.
   - Facilitate additional information gathering with Library Board members, library administration, library staff, and library customers. City of Buckeye officials, neighborhood leader focus groups, Youth Council, and other key stakeholders to collect data, input, ideas, and reactions.

DELIVERABLES

- Analysis of stakeholder groups, focus groups, and survey results.
- Analysis of projected trends identifying strengths, weaknesses, opportunities and threats to the Library industry in general and to the Buckeye Public Library System in particular.
- Analysis of current processes, programs, facilities, and technology.
- Comparative analysis of Buckeye's current and proposed services and metrics to comparable library systems in the southwest region.
- Timeline reflecting short-term (one to five years) and longer-term (five to twenty years) projects.
- Implementation Plan, including cost estimates in today's dollars and projected for inflation for future years.
- Executive Summary of Master Planning document.
- Presentations to stakeholders groups including City Administration, City Council, and Library Board.
- Provide any relevant GIS data created for the plan, including desired locations, service radius for new facilities, and book mobile locations and routes.

2. **Needs Assessment**
   - Design and implement a community needs assessment process that will identify the specific library service needs of the community served by the Library. Findings might include how current Library patrons use the Library.
   - Key service areas and goals that address the community's needs and expectations for the exceptional customer experiences.
   - Review and assess current Library services and programs, focusing on community needs, trends in technology, and community organizations that supplement, support, and complement library services in Buckeye.
     - The analysis of current library programming should provide recommendations for future users based on trends and gaps in services.
     - The library technology assessment and analysis should focus on self-service, efficiency and customer accessibility with recommendations for future users.
   - Identify conditions in the community that indicate a current or potential need, which the Library may be well-positioned to fill.
   - Benchmark the Buckeye Public Library system with communities of similar population sizes and geographic considerations for the provision of library facilities, services, and programs with examples in Maricopa County, Arizona State, and the southwest region.
   - Identify geographic locations within the community not currently served by an existing library facility with recommendations of size and staffing requirement for new facility(ies) with cost estimates. The plan should identify demographic trends, where new libraries should be built to serve growth, the radius the libraries will serve, their desired location, and characteristics for each site that make them ideal for locating libraries, and the acreage of land needed for each, including square feet for the library, parking, site retention, adjacent outdoor programming area/classroom space. The cost estimates should also be adjusted for inflation for the time when the facility is planned to be developed. Cost estimates to include land acquisition costs, master planning/concept development, construction plans, construction, furniture, fixtures, and equipment costs, including collections, audio visual and IT costs.
   - Analyze current users and non-users with recommendation to reach non-users identifying wants, needs and barriers.
3. **Recommendation**
   - Naming structure for future libraries
   - Recommendations that integrate valued existing services with new services.
   - Timeline for implementing the plan over the next ten 5 to 20 years. Some elements of the plan may have a shorter implementation cycle, such as the technology and staffing plan for a 5-year period, while others, such as the facilities plan will be for a longer 20-year period.
   - Detailed action plans that are manageable and shall provide ongoing direction for the library staff with specified objectives, outcomes, and performance measures.

- Detailed and structured implementation roles for staff accountability.
- Recommendations for related communication and marketing strategy.
- Recommendations for assessing the success and impact of the Plan both during and after implementation.

END OF SECTION IV

SECTION V: EVALUATIONS

MINIMUM QUALIFICATIONS

In order to be considered for evaluation, Vendor shall meet the following minimum qualifications:

1. Proposal submitted on or before the RFP closing date.
2. Proposal is in the format requested below.
3. Contractor is licensed to do business in the State of Arizona. Provide licensure information with your proposal.

EVALUATION CRITERIA

In accordance with the City's Procurement Code, awards shall be made to the responsible Contractor whose Proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below.

1. Project Experience (30 points)
2. Past Performance Questionnaire (20 points)
3. Experience of Key Positions (20 points)
4. Project Understanding and Project Approach (20 points)
5. Pricing (10 points)

Total points possible = 100

EVALUATION OF PROPOSALS

A team of employees and management professionals will evaluate the proposals. The written proposals will be reviewed based on the evaluation criteria provided above.

END OF SECTION V

SECTION VI: FORM OF PROPOSAL / SPECIAL INSTRUCTIONS

To facilitate direct comparisons, your proposal shall be submitted in the following format, listed in order, and index tabbed to match. Your proposal shall include, at a minimum, information requested below. If proposer fails to provide any of the requested information, with the exception of the mandatory proposal certification, the City may, at its' sole option, ask the proposer to provide the missing information or evaluate the proposal without the missing information.

A. SUBMITTAL AND REVIEW

One (1) original, clearly marked original and **one (1) copy, clearly marked copy (two (2) total submittals)** of the Proposal. In addition, interested parties must submit **one (1) original copy** of the Proposal on a flash drive in PDF format. Please note that these materials will not be returned.

3. The Arizona Public Records Act limits the City's ability to withhold prequalification and bid data. If a submittal contains any trade secrets that a submitter does not want disclosed to the public or used by the City for any purpose other than evaluation of the submitter's eligibility, each sheet of such information must be marked with the designation "Confidential." The City agrees that if a Public Records request is made for disclosure of data so classified, it will notify the submitter of such data so that the submitter will have an opportunity to legally challenge the City's obligation to disclose such information.

B. REQUEST FOR PROPOSALS CONTENTS

The Proposal shall contain, at a minimum, the following information in the following order:

Section 1: Project Experience (30 points)
Identify at least three (3) but no more than five (5) projects where you were the primary consultant. Demonstrate the experience of your firm and/or proposed team, including all subconsultants, 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.

Section 2: Past Performance Questionnaire (20 points)
For each project submitted in Section 1, 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.

Section 3: Experience of Key Positions (20 points)
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; 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

Section 4: Project Understanding and Approach (20 points)

Describe the firm's approach to performing the required Services in the Scope of Work described above. Describe the opportunities and constraints involved with the performance of the associated tasks which include: plan framework, citizen participation, community outreach, facilitation, plan editing and drafting, data collection and analysis to support each element, graphics and diagrams, maps, public surveying, public meetings and any related items that are necessary in moving the Police Services Master Plan forward. Provide a Project Work Plan/schedule showing key project milestones and deliverables. The schedule shall demonstrate firm's ability to meet the designated milestones.

Section 5: Pricing (10 points)

END OF SECTION VI

SECTION VII: SUBMITTAL PROPOSAL FORM

RFP 2022036: Library System Master Plan

Company Name _____

Authorized Representative:_____

Title:_____

Address: _____

Phone Number:_____ Email Address:_____

Fax Number:_____ Website Address:_____

The undersigned proposer declares to have read and fully understand the Request for Proposals and agrees to all of the terms, conditions, and provisions contained therein; and proposes and agrees that if this proposal is submitted and accepted, vendor will contract to perform in accordance with the Scope of Work and Proposal.

Signature of Authorized Representative:_____

Date:_____

END OF SECTION VII

SECTION VIII: PROPOSER INQUIRY FORM
(Use for Pre-Proposal Questions, General Clarifications, etc.)
PROJECT NAME: Library Master Plan
PROPOSAL NUMBER: RFP No. 2022036

INQUIRY DEADLINE: 5:00 P.M., Local Time Buckeye, Arizona, March 3, 2022.

QUESTIONS ON (Check One): ___ ORIGINAL PROPOSAL ___ AMENDMENT NO.
SECTION NUMBER:

QUESTIONER:
_____
FAX NO._____PHONE NO._____

COMPANY: _____

EMAIL: _____

DATE:

QUESTIONS:
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END OF SECTION VIII

SECTION IX: FEE PROPOSAL

Item No	Description	Cost
1	**Project Administration** Community engagement Staff engagement Facilitate additional Information gathering Deliverables	$
2	**Needs Assessment** Design and implement Community needs Key service areas and goals Review an assess current Library services Identify conditions in the community for potential need Benchmark the Buckeye Public Library system Identify geographic locations not currently served by the library Analyze current users and non-users with recommendation	$
3	**Recommendation** Naming structure for future libraries Recommendations that integrate value Timeline for implementing the plan Detailed action plans that are manageable Detailed and structured implementation roles Recommendations for related communication and marketing Recommendations for assessing the success and impact of the Plan	$
	TOTAL PROPOSAL AMOUNT:	

END OF SECTION IX

SECTION X: PROPOSAL CERTIFICATION/CONFLICT OF INTEREST CERTIFICATION

City of Buckeye
Construction & Contracting Division
530 Monroe Avenue
Buckeye, Arizona 85326

The undersigned certifies that to the best of his/her knowledge: (**check only one**)

( ) There is no officer or employee of City of Buckeye who has, or whose relative has, a substantial interest in any contract resulting from this request.

( ) The names of any and all public officers or employees of City of Buckeye who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification. In compliance with **Request for Proposal No. 2022036**, for **Library Master Plan** in the City of Buckeye and after carefully reviewing all the terms, conditions and requirements contained therein, the undersigned agrees to furnish such good/services in accordance with the specifications/scope of work.

AMENDMENTS: Receipt of the following Amendments is acknowledged, and the provisions are included in this RFP:

Amendment No._____ **Dated**_____
Amendment No._____ **Dated**_____
Amendment No._____ **Dated**_____
Amendment No._____ **Dated**_____

Firm Name: _____

Address: _____

City: _____, **State:** _____ **Zip:** _____

_____
(Signature Required)

_____
(Print name) (Fax#)

_____
(Print title) (Federal Taxpayer ID Number)

_____
(Date)

END OF SECTION X

EXHIBIT A
TO
RFP No. 2022036 LIBRARY MASTER PLAN

[Professional Services Agreement]

See following Pages

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
VENDOR NAME
CONTRACT No. XXXXXXX

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., a State corporation (the "Consultant").

RECITALS

The City issued a Request for Proposals No. XXXXXXX (the "RFP") for Library Master Plan, attached hereto as Exhibit A and incorporated herein by reference.

The Consultant submitted a proposal (the "Proposal"), attached hereto as Exhibit B 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 **Dollar Amount ($XXX,XXX.XXX)** at the rates as set forth in the Fee Schedule, attached hereto as Exhibit C 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.

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 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:	Vendor Name ATTN: Representative Name Address City, State, and Zip Facsimile: (XXX) XXX-XXX

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:

_____
Christopher A. Williams, Manager
Construction & Contracting Division

APPROVED AS TO FORM:

_____
City Attorney

Vendor:
Vendor Name

By:_____
Name

_____
Title

EXHIBIT A

TO

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF BUCKEYE

AND

VENDORS NAME

[RFP]

See following pages.

EXHIBIT B

TO

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF BUCKEYE

AND

VENDOR NAME

[Consultant's Proposal]

See following pages.

EXHIBIT C

TO

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF BUCKEYE

AND

VENDOR NAME

[Fee Schedule]

See following pages.

EXHIBIT B

TO

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

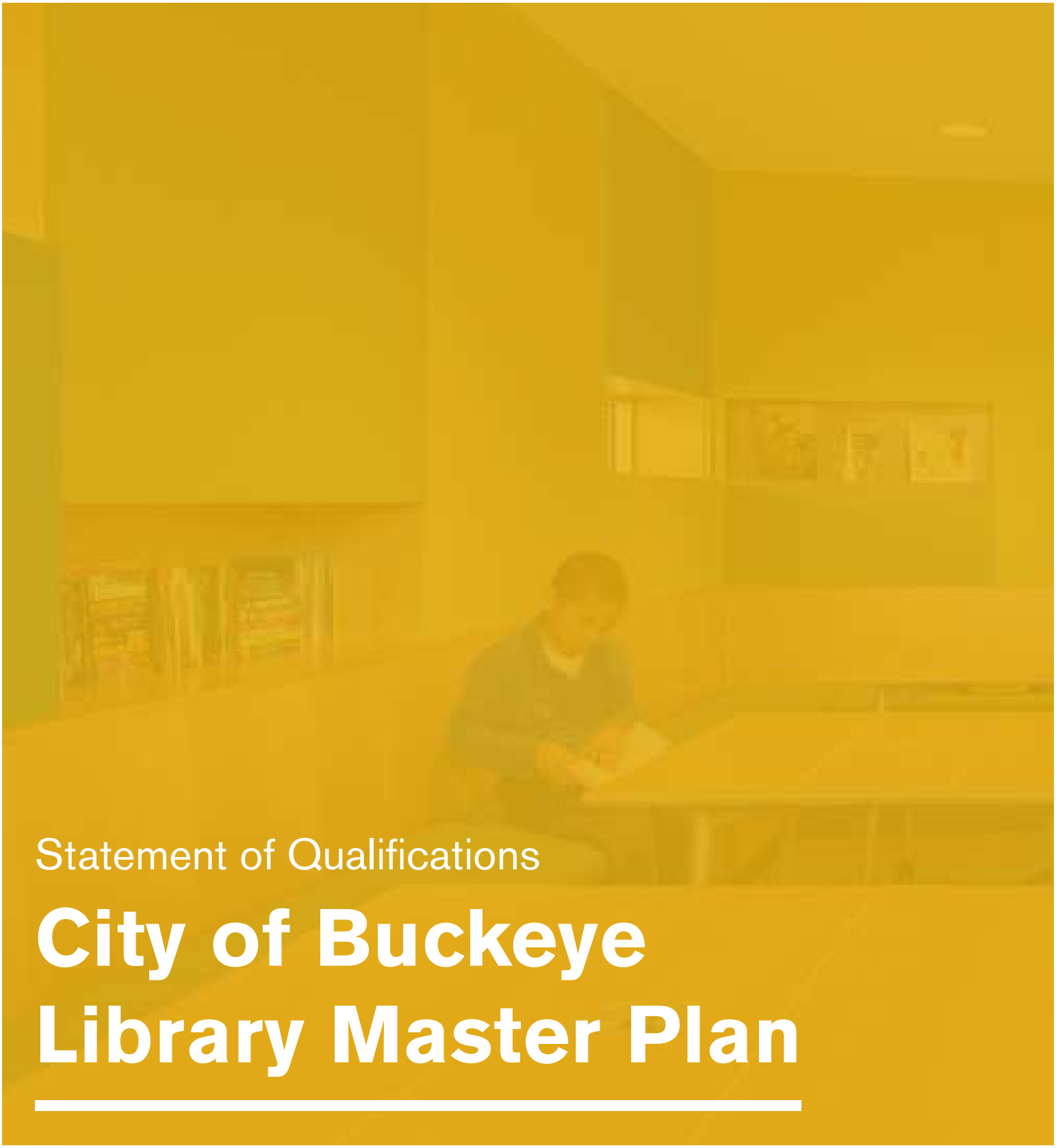
THE CITY OF BUCKEYE

AND

HOLLY STREET STUDIO

[Consultant's Proposal]

See following pages.



Statement of Qualifications

City of Buckeye Library Master Plan

Holly Street Studio

MARGARET SULLIVAN STUDIO

10 March 2022

City of Buckeye
530 East Monroe Avenue
Buckeye, AZ 85326

Attn: Tyra Bell
RFP No. 2022036

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City of Buckeye
Attn: Tyra Bell
530 East Monroe Avenue
Buckeye, AZ 85326

10 March 2022

Holly Street Studio

1319 E Van Buren St
Phoenix, AZ
85006

P: 602 258 8555
F: 602 307 5677

MARGARET SULLIVAN STUDIO

Dear Ms. Bell and Members of the Selection Committee,

Few public buildings are of more consequence to communities than libraries. As design professionals and neighborhood dwellers, we have witnessed the evolution of this beloved building type in countless ways. While our collective daily activities become more entrenched in the digital age, well-designed libraries (and their contents) have remained as relevant as ever – due to creative placemaking, embracing multiple audiences, and technology integration – in ways that keep us grounded in learning, creating, and connecting to one another whether we are in the same room or across the globe.

For the Buckeye Library Master Plan, we have brought together a team of library and community design professionals with extensive knowledge and experience in both the planning and crafting of such places. With multiple decades of architectural master planning, and community outreach experience, this team has a particular affection and focus on the library as a place of impact, consequence and positive change.

To that end, **Holly Street Studio** (2017 AIA AZ Firm of the Year) and **Margaret Sullivan Studio** are proud to submit our qualifications to be your design partner for this project.

With a 15+ year portfolio of local municipal projects, including numerous civic master plans and public outreach programs, HSS understands the complexity involved in covering all bases from conducting robust facility assessments, identifying needs, engaging the public, and creating holistic solutions for the long-term. As the local and Prime Consultant, we will be your strategic managing partner throughout the Library Master Plan, guiding the process in close collaboration with City and Library Staff to arrive at solutions that bring value to your diverse communities.

Margaret Sullivan leads a team of designers singularly focused on library planning with a portfolio of dozens of successful collaborations on library projects and master plans across the nation. Her solid vocabulary on 'how to library' illuminates the process of placemaking by directly tapping into community energy and strategic goals, by engaging with citizens and staff to build upon and shape their own ideas. MSS will be an invaluable resource in uncovering solutions that will catalyze community wellbeing via the planning and implementation of the 21st Century library. The MSS team will work directly with HSS to spearhead the planning of Buckeye's libraries for the next 20 years.

Our capacity to make strong, simple gestures that bring about our client's values and aspirations, not our own, sets us apart from our colleagues and competitors. We look forward to meeting you to show you what this means for your project in person.

Sincerely,

Diane R. Jacobs FAIA, Principal
diane@hollystreetstudio.com

1

PROJECT EXPERIENCE

I. LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT FACILITIES MASTER PLANNING, PROGRAMMING AND VISIONING

Since 2015, Margaret Sullivan Studio [MSS] has worked with the Las Vegas-Clark County Library District as a strategist, designer, and client liaison to re-envision the 21st century public library for reach, relevancy and resiliency. "We Don't Library Like We Used To!" is the name given to this ongoing Business and Implementation Planning.

MSS and The District's Acting Deputy Director, Danielle Milam, generated an urban planning, community development, social impact strategy for The District. MSS has also been engaged with the District to implement the 2018 Facilities Master Plan, Facilities Design Standards, two new Building Programs, the design for a new Library (Mesquite), and the facilitation of the 2017 Staff Day Workshop and an Experience Principle Workshop to integrate Workforce Connections and the Library's Career Services partnerships.

In the Fall of 2019 MSS was hired by the District to collaborate with three architecture teams to implement the Facilities Master Plan up to schematic design and cost estimating. The work has also enabled the shift in mindset for 730 staff members, and MSS has become a trusted advisor and resource to staff at every level, constantly encouraging and supporting the staff in their efforts to transform their communities. The recently completed Facilities Master Plan Decision Framework will guide priorities for the District's services, programs, and, most critically, its facilities for the next twenty years. Rooted in the 21st century definition of the public library as an ecosystem of "People, Places and Platforms," the planning process resulted in a vision for the District's communities' facilities, conceptual plans for the buildings, and a decision framework to prioritize funding and implementation. The service vision and conceptual design created by MSS as an extension of the District's Strategic Plan will enable service goals to be consistent across the District while honoring local conditions.

Project Details

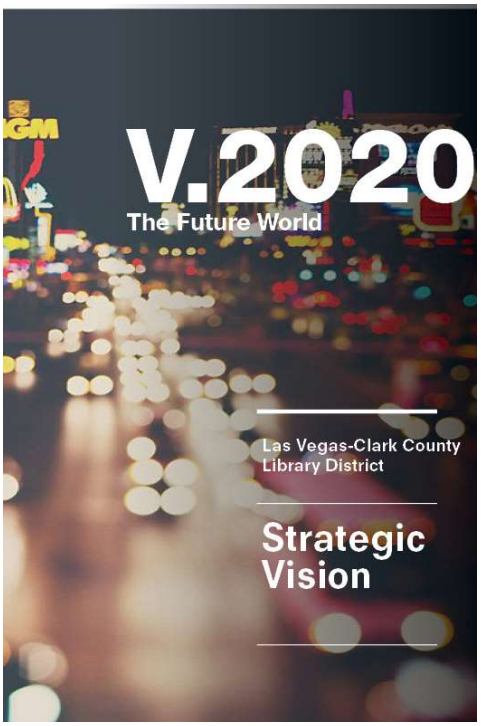
Client | Las Vegas-Clark County Library
Role | Strategic Planning, Facilities Master Plan, Visioning & Programming
Scope | 773,000 SF total
Completion | 2015-2018

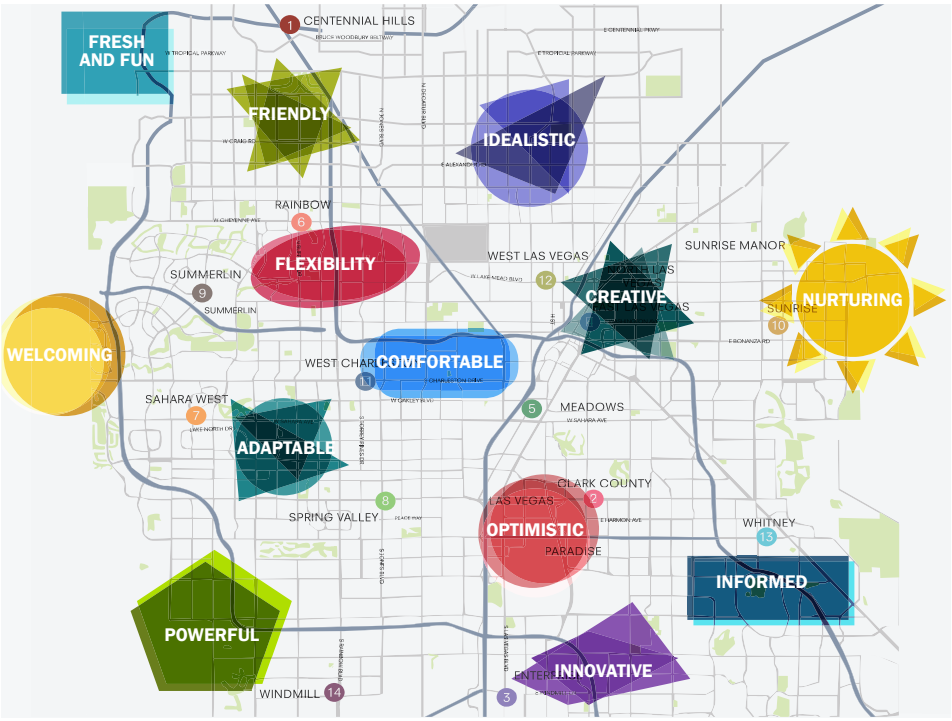
Key Personnel

Margaret Sullivan, Principal in Charge
Lyna Vuong, Senior Designer

Relevance to This Project

- City-wide Library Master Plan
- Strategic Visioning + Programming
- Extensive Community Outreach
- 21st Century Library Design
- Similar Scope Deliverables





II. CITY OF TEMPE
RIO SALADO + TEMPE BEACH PARK MASTER PLAN

Holly Street Studio collaborated with the City of Tempe to create a long term road map for the Rio Salado Park. The resulting Master Plan project serves to guide both public and private development along a 4 mile stretch of the perimeter of Tempe Town Lake. Known as Rio Salado Park, it is a major component for the City as both a regional destination and neighborhood park.

In its current state, the Park conveys a mixed-bag of design outcomes, disparate activity zones, and is challenged by over-use and low capacities, accessibility constraints, and missing entry sequence from a pedestrian standpoint. In addition, the Park also lacks general amenities to support passive recreation and events for users at different times of the day. The Plan will help establish a vision for the future, which includes a robust stakeholder involvement process led by Diane Jacobs, FAIA and landscape architects, Floor Associates.

The project focuses on existing and proposed programmatic elements, including large and small scale performance spaces, a complete (and shaded) running, cycling & walking circuit, infrastructure for mini activity nodes along the perimeter, and distinct connections to adjacent neighborhoods, arts institutes, Arizona State University, and private development.

The Rio Salado Master Plan has received wide ranging support from local neighborhood groups, City leadership and various public organizations, and was unanimously adopted by City Concil in 2018.

Project Details

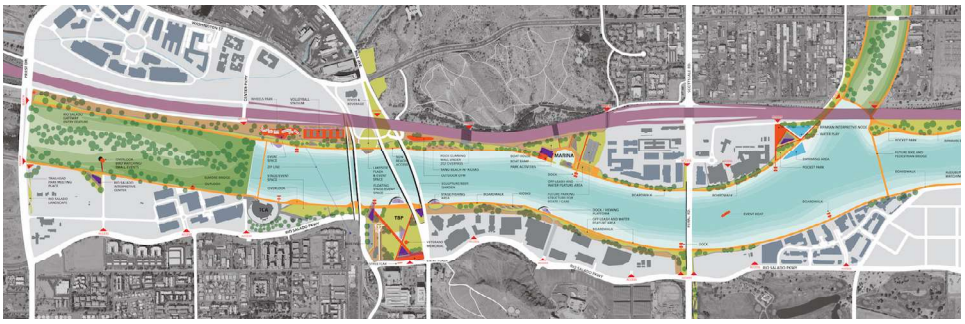
Client | City of Tempe
Role | Strategic Planning, Open Space Master Plan, Visioning & Programming
Scope | 4 square miles total
Completion | 2017-2018

Key Personnel

Diane Jacobs, Principal in Charge
Michael Jacobs, Project Manager
Sergio Carrasco, Project Designer

Relevance to This Project

- Large Scale Urban Master Plan
- Long-term Visioning + Programming
- Extensive Community Outreach
- Similar Scope Deliverables
- Short + Long Term Implementation Timelines



III. RICHLAND COUNTY LIBRARY DISTRICT-WIDE PROGRAMMING + RENOVATIONS

In 2014, Richland County passed a $59 million bond referendum to renovate eleven library locations including the 200,000 square foot Main Library and ten branch libraries, ranging in size from 5,000 to 30,000 square feet.

Margaret Sullivan Studio has been engaged with the Richland Library system since 2014 on a series of projects to re-imagine what it means to be a library. MSS has been working collaboratively with the library's progressive leadership and four architecture firms, serving as the library programming consultant and interior designer to redesign its physical spaces to support community goals. MSS has led the re-envisioning of the Main Library and ten branch locations, providing the Richland County community with a contemporary library experience. The Studio's work with the library began with a Master Facilities Study, named "Library as Studio", to create a strategic vision for the facilities that were an extension of the Library's strategic objectives to:

- Increase quality of life
- Foster economic development
- Grow the creative class
- Provide educational opportunities for all styles of learners

The Library as Studio methodology is rooted in the recognition that the 21st century library customer is not simply a consumer of static collections, but an experiential Learner, Creator (Maker), and Sharer (Performer). The Library as Studio concept was born from the question, "How will the spaces support the activities to create intentional feelings and outcomes?" The Library, as a true community center, is a place where individuals can craft and develop skill sets and ideas that will take them far beyond the walls of the library. Richland Library had already been repositioning itself as a critical partner in the County by demonstrating a commitment to community and economic development. As designers, our role was to create the conditions that would maximize the impact of the staff's work and fulfill the community's aspirations.

Project Details

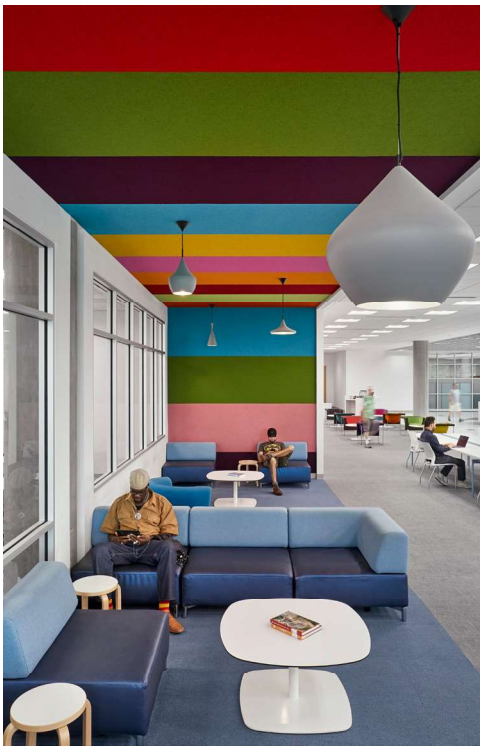
Client | Richland Library, Columbia SC
Role | Library Program + Interior Design
Scope | 5,000 - 200,000 SF facilities
Completion | 2018

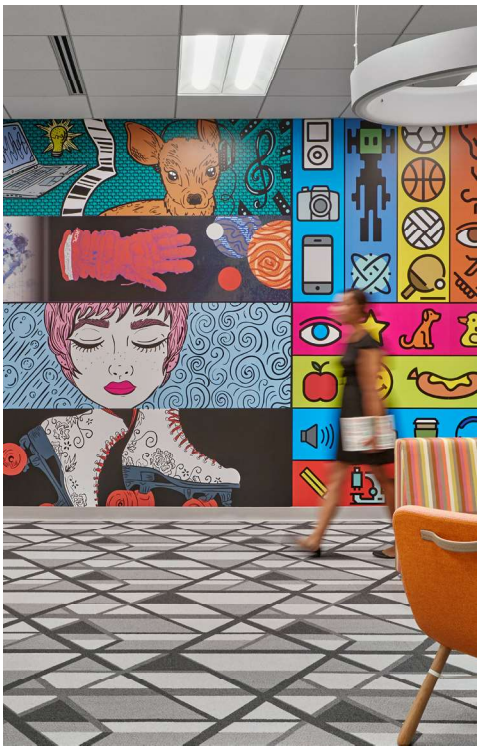
Key Personnel

Margaret Sullivan, Principal in Charge
Lyna Vuong, Senior Designer

Relevance to This Project

- City-wide Library Programming
- Improvements to Multiple Branches
- Extensive Community Outreach
- Implementation of Library Master Plan





IV. DC RANCH COMMUNITY FACILITIES ASSESSMENT + MASTER PLANNING

Facilities Assessments and Master Planning are integral to understand the architectural, programmitc, and construction impacts of future projects, especially for close-knit communities with limited funding and big aspirations.

The DC Ranch community is a fast growing, upscale private neighborhood at the foothills of McDowell Mountain Ranch. The community council selected Holly Street Studio to conduct a robust space needs assessment and master plan of existing recreational community facilities, as well as preliminary conceptual design services for an expansion to the primary fitness center, community lounge, and pool improvements at several key sites.

The project began with detailed investigations to the character and design language within the existing community, followed by the planning and programming of two separate community centers, a new fitness center, new administrative offices, and a potential site for large outdoor seasonal community events. Throughout the project, Holly Street led an ambitious community outreach program in collaboration with the council's CEO, and resulted in fruitful deliberations with neighborhood stakeholders to create feasible concepts for improvements and expansions that fit the needs of the residents and further establish the unique and active lifestyle of DC Ranch.

The facilities assessment and master plan wrapped up in the Fall 2021, and thanks to tangible cost estimating and multiple scenario options for implementation, the project has moved on to solicitation for full design and construction administration services.

Project Details

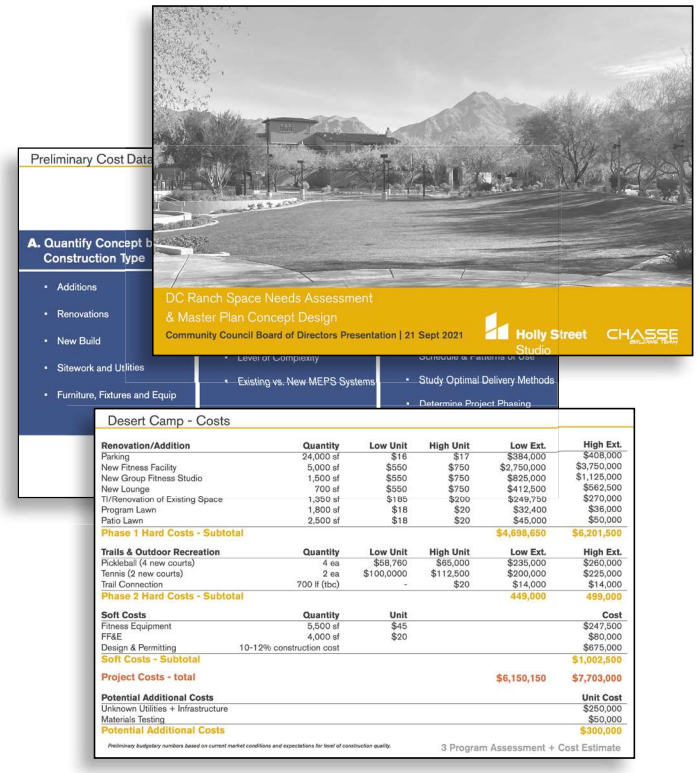
Client | DC Ranch Community Council
Role | Strategic Planning, Conceptual Design, and Master Planning
Scope | +/- 30,000 SF total facilities
Completion | 2021

Key Personnel

Diane Jacobs, Principal in Charge
Michael Jacobs, Project Manager
Sergio Carrasco, Project Designer

Relevance to This Project

- Community Needs Assessment
- Extensive Community Outreach
- Short + Long-Term Facilities Planning
- Similar Scope Deliverables



V. NCW LIBRARIES FACILITIES PLANNING STRATEGY

In 2020, Margaret Sullivan Studio embarked on a four-month facilities visioning process to reimagine the role of all 30 locations in the NCW Libraries' system. The hope was to prepare a framework for staff to begin transforming libraries across North Central Washington into beautiful spaces that welcome all members of the community and serve as vibrant hubs to meet the unique needs of residents. The goal of this work with NCW Libraries' leadership and working group was to model participatory inclusive design techniques for the purpose of producing a scalable playbook for each community to facilitate collaboration and innovation.

With an awareness of community strengths and challenges, MSS encouraged NCW Libraries staff to think boldly as they explored participatory design and community development, cultivating visions of the library as community gathering place, artist studio, economic incubator, culinary kitchen, or language learning lab. As staff developed user narratives, investigated local partner case studies, and collaborated on project prototype ideas, new possibilities for refreshing tired spaces and breathing life into mundane routines began to emerge.

Workshop participants collaborated in highly artistic, creative, and collaborative processes. Bold innovation resulted where staff envisioned new possibilities for rural communities and a realization of projects that could be tried, partnerships that could be forged, and resources that could be tapped to transform the local library into an engine for community vitality.

Through visiting the region in-person, MSS developed strategic ideas for NCW Libraries' ongoing work. An understanding of how the size, location, setting, and strategic partnership opportunities could both frame the work in each location, and support the work in neighboring communities emerged. Each service point was viewed as part of a connected web - where the whole becomes greater than the sum of its parts. MSS identified this interconnectedness as Community Constellations: A collection of established community anchors to interact and support one another as they maintain their own identity. This metaphor allows each library system user to interact with the library in a purposeful way to evolve throughout a lifetime. This concept grounds the library's mission in a networked service strategy that amplifies and leverages NCW Libraries' resources and impact.

Project Details

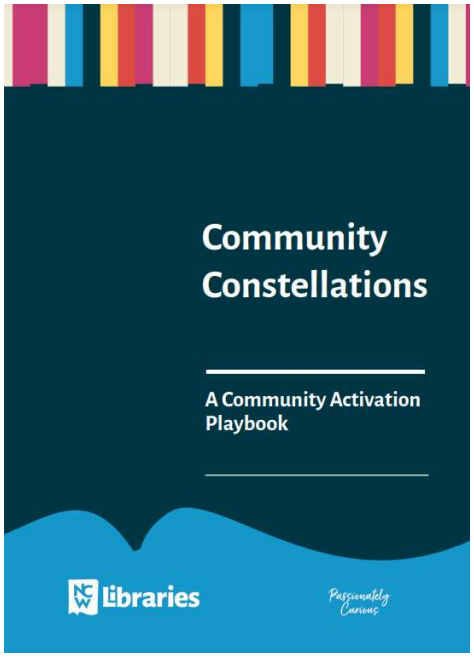
Client | NCW Libraries, Wenatchee WA
Role | Library Facilities Planning
Scope | 30 locations in NCW system
Completion | 2021

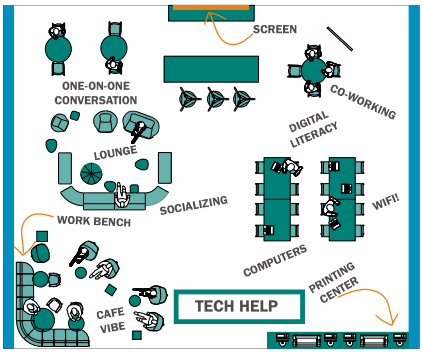
Key Personnel

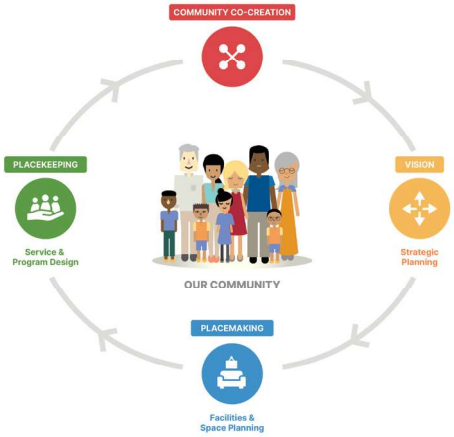
Margaret Sullivan, Principal in Charge
Lyna Vuong, Senior Designer

Relevance to This Project

- District Library Facilities Planning
- Staff/Public Engagement Workshops
- Future Facility Visioning
- Library Service Assessment







2

PAST PERFORMANCE QUESTIONNAIRE

I. LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT FACILITIES MASTER PLANNING, PROGRAMMING AND VISIONING

PAST PERFORMANCE QUESTIONNAIRE

CONTRACT INFORMATION (To be completed by Contractor/Consultant)

1. Contractor/Consultant Information:

Firm Name: Margaret Sullivan Studio
Email : margaret@margaretsullivanllc.com
Address: 307 7th Avenue, Suitw 504, NYC 10001
Contact Name: Margaret Sullivan
Phone Number: 646-785-9841
Contact Phone: 646-785-9841

2. Work Performed as: ☑ Prime Consultant ☐ Sub Contractor ☐ Joint Venture ☐ Other (Explain):

3. Contract Information:

Contract Number: RFQ 17-01
Contract Type: ☑ Firm Fixed Price ☐ Cost Reimbursement ☐ Other (Please specify):
Contract Title: Facilities Master Planning Consultant
Contract Location: Las Vegas, NV

Award Date (mm/dd/yy): 10/01/19
Contract Completion Date: 02/01/20
Actual Completion Date : 02/01/20
Explain Differences:

Original Contract Price (Award Amount): $181,600.00
Final Contract Price *(to include all modifications, if applicable)* : $181,600.00
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)*
Similar deliverables

CLIENT INFORMATION (To be completed by Client)

5. Client Information:

Name: Danielle Milam
Phone Number: 847-302-5937
Title: Former Development Director, and Acting Deputy Director
Email Address: daniellepmilam@gmail.com

6. Describe the client's role in the project:

Director of Strategy and Programs

Client Signature: Danielle Milam
Date: March 8, 2022

I. LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT FACILITIES MASTER PLANNING, PROGRAMMING AND VISIONING

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. *(If liquidated damages were assessed or the schedule was not met, please address below)*	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

I. LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT FACILITIES MASTER PLANNING, PROGRAMMING AND VISIONING

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? *If no, please explain in Remarks section.*	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? *Indicate if show cause or cure notices were issued, or any default action in comment section below.*	Yes No
e) Have there been any indications that the consultant has had any financial problems? *If yes, please explain below.*	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 *(explain if specific issues)*	E VG S M U N
c) Would you hire or work with this firm again? *(if no, please explain below)*	Yes No
d) In summary, provide an overall raiting 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: Danielle Milam **Date:** March 8, 2022

II. CITY OF TEMPE
RIO SALADO + TEMPE BEACH PARK MASTER PLAN

PAST PERFORMANCE QUESTIONNAIRE

CONTRACT INFORMATION (To be completed by Contractor/Consultant)

1. Contractor/Consultant Information:

Firm Name: Holly Street Studio
Email : diane@hollystreetstudio.com
Address: 1319 E Van Buren St, Phoenix AZ 85006
Contact Name: Diane Jacobs
Phone Number: 602-258-8555
Contact Phone: 602-258-8555

2. Work Performed as: [X] Prime Consultant [ ] Sub Contractor [ ] Joint Venture [ ] Other (Explain):

3. Contract Information:

Contract Number: Project No. 6508191
Contract Type: [X] Firm Fixed Price [ ] Cost Reimbursement [ ] Other (Please specify):
Contract Title: Rio Salada Park Master Plan
Contract Location: Tempe, AZ

Award Date (mm/dd/yy): 06 / 28 / 17
Contract Completion Date: February 2018
Actual Completion Date : September 2018
Explain Differences: Owner approved additional services for an assessment and integration of additional site into final master plan, additional community outreach meetings, coordination with other ongoing urban master plan design teams, and assistance with Council Presentations.
Original Contract Price (Award Amount): $98,000
Final Contract Price *(to include all modifications, if applicable)* : $121,000
Explain Differences: Compensation for approved Additional Services described above.

4. Project Description:

Complexity of Work: [X] High [ ] Med [ ] Routine
How is this project relevant to project of submission? *(Please provide details such as similar Deliverables, Outreach plans, Presentations)* Major large scale urban community master plan, including assessment of several existing and potential sites for enhanced recreational services, amenities, and development opportunities. Recommendations for master plan implementation, timeline, and private development guidelines. Similar deliverables, included extensive community outreach programs and presentations to City Council.

CLIENT INFORMATION (To be completed by Client)

5. Client Information:

Name: Bonnie Richardson
Phone Number: 480-209-8990
Title: Architect/Urban Planner
Email Address: bonnie_richardson@tempe.gov

6. Describe the client's role in the project:

I was the Project Manager for the development of this plan, which was approved by Tempe City Council. Holly Street Studio exceeded expectations, working diligently with our staff and community, through multiple in house and public meetings and outreach, to prepare a plan that was supported, adopted, and is currently in implementation. I highly recommend Holly Street Studio; their work was exceptional. Feel free to contact me if you need additional information.

Client Signature: Bonnie Richardson **Date:** March 6, 2022

II. CITY OF TEMPE
RIO SALADO + TEMPE BEACH PARK MASTER PLAN

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. *(If liquidated damages were assessed or the schedule was not met, please address below)*	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

II. CITY OF TEMPE
RIO SALADO + TEMPE BEACH PARK MASTER PLAN

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? *If no, please explain in Remarks section.*	[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? *Indicate if show cause or cure notices were issued, or any default action in comment section below.*	Yes [No]
e) Have there been any indications that the consultant has had any financial problems? *If yes, please explain below.*	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 *(explain if specific issues)*	[E] VG S M U N
c) Would you hire or work with this firm again? *(if no, please explain below)*	[Yes] No
d) In summary, provide an overall raiting 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: Bonnie Richardson **Date:** March 6, 2022

III. RICHLAND COUNTY LIBRARY DISTRICT-WIDE PROGRAMMING + RENOVATIONS

PAST PERFORMANCE QUESTIONNAIRE

CONTRACT INFORMATION (To be completed by Contractor/Consultant)

1. Contractor/Consultant Information:

Firm Name: Margaret Sullivan Studio
Email : margaret@margaretsullivanllc.com
Address: 307 7th Avenue, Suite 504, NYC 10001
Contact Name: Margaret Sullivan
Phone Number: 646-785-9841
Contact Phone: 646-785-9841

2. Work Performed as: ☑ Prime Consultant ☐ Sub Contractor ☐ Joint Venture ☐ Other (Explain):

3. Contract Information:

Contract Number: N/A
Contract Type: ☑ Firm Fixed Price ☐ Cost Reimbursement ☐ Other (Please specify):
Contract Title: Library as Studio Master Planning
Contract Location: Columbia, SC

Award Date (mm/dd/yy): 02/01/14
Contract Completion Date: 11/01/14
Actual Completion Date : 11/01/14
Explain Differences:

Original Contract Price (Award Amount): $12,000.00
Final Contract Price *(to include all modifications, if applicable)* : $12,000.00
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)*
Similar deliverables

CLIENT INFORMATION (To be completed by Client)

5. Client Information:

Name: Roberta Phillips
Phone Number: 202-699-0914
Former Director of Planning and Projects at RL
Title: Currently CEO of PGCMLS
Email Address: roberta.phillips@pgcmls.info

6. Describe the client's role in the project:

Director of Planning and Projects at Richland Libraries

Client Signature: Roberta Phillips
Date: 03/08/22

III. RICHLAND COUNTY LIBRARY DISTRICT-WIDE PROGRAMMING + RENOVATIONS

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. *(If liquidated damages were assessed or the schedule was not met, please address below)*	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

III. RICHLAND COUNTY LIBRARY DISTRICT-WIDE PROGRAMMING + RENOVATIONS

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? *If no, please explain in Remarks section.*	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? *Indicate if show cause or cure notices were issued, or any default action in comment section below.*	Yes No
e) Have there been any indications that the consultant has had any financial problems? *If yes, please explain below.*	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 *(explain if specific issues)*	E VG S M U N
c) Would you hire or work with this firm again? *(if no, please explain below)*	Yes No
d) In summary, provide an overall raiting 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: Roberta Phillips **Date:** 03/08/22

IV. DC RANCH COMMUNITY FACILITIES ASSESSMENT + MASTER PLANNING

CONTRACT INFORMATION (To be completed by Contractor/Consultant)

1. Contractor/Consultant Information:

Firm Name: Holly Street Studio
Email : diane@hollystreetstudio.com
Address: 1319 E Van Buren St, Phoenix AZ 85006
Contact Name: Diane Jacobs
Phone Number: 602-258-8555
Contact Phone: 602-258-8555

2. Work Performed as: [X] Prime Consultant [ ] Sub Contractor [ ] Joint Venture [ ] Other (Explain):

3. Contract Information:

Contract Number: N/A
Contract Type: [X] Firm Fixed Price [ ] Cost Reimbursement [ ] Other (Please specify):
Contract Title: DC Ranch Space Needs Assessment + Master Plan Concept Design
Contract Location: Scottsdale, AZ
Award Date (mm/dd/yy): 03 / 25 / 21
Contract Completion Date: September 2021
Actual Completion Date : 09 / 21 / 21
Explain Differences:

Original Contract Price (Award Amount): $82,694
Final Contract Price *(to include all modifications, if applicable)* : $82,694
Explain Differences:

4. Project Description:

Complexity of Work: [X] High [ ] Med [ ] Routine

How is this project relevant to project of submission? *(Please provide details such as similar Deliverables, Outreach plans, Presentations)* Community Master Plan for assessment of existing recreational facilities, administrative operations spaces, and community open spaces at multiple key locations. Recommendations for future design, construction method, and cost estimating. Similar deliverables and included extensive community outreach program, council presentations, and workshops.

CLIENT INFORMATION (To be completed by Client)

5. Client Information:

Name: Jenna Kohl
Phone Number: 480-419-5303
Title: Executive Director
Email Address: jenna.kohl@dcranchinc.com

6. Describe the client's role in the project:

oversaw the selection and contract process with HSS, and co-coordinator of the project on the owner side. Worked directly with HSS throughout the entire project. Repeat customer; have high regard for HSS + recommend without reservation.

Client Signature: Jenna Kohl
Date: 3/7/22

IV. DC RANCH COMMUNITY FACILITIES ASSESSMENT + MASTER PLANNING

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. *(If liquidated damages were assessed or the schedule was not met, please address below)*	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

IV. DC RANCH COMMUNITY FACILITIES ASSESSMENT + MASTER PLANNING

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? *If no, please explain in Remarks section.*	(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? *Indicate if show cause or cure notices were issued, or any default action in comment section below.*	Yes No n/a
e) Have there been any indications that the consultant has had any financial problems? *If yes, please explain below.*	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 *(explain if specific issues)*	(E) VG S M U N
c) Would you hire or work with this firm again? *(if no, please explain below)*	(Yes) No
d) In summary, provide an overall raiting 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: Anna Kohl **Date:** 3/7/22

V. NCW LIBRARIES FACILITIES PLANNING STRATEGY

PAST PERFORMANCE QUESTIONNAIRE

CONTRACT INFORMATION (To be completed by Contractor/Consultant)

1. Contractor/Consultant Information:

Firm Name: Margaret Sullivan Studio
Email : margaret@margaretsullivanllc.com
Address: 307 7th Avenue, Suite 504, NYC 10001
Contact Name: Margaret Sullivan
Phone Number: 646-785-9841
Contact Phone: 646-785-9841

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: Facilities Planning Strategy
Contract Location: Wenatchee, WA

Award Date (mm/dd/yy): 07/29/2020
Contract Completion Date: Undefined at signing
Actual Completion Date : 07/15/2021
Explain Differences: Original contract had an undefined schedule, with four active months of work anticipated. Significant adjustments lengthened the timeline per client request.
Original Contract Price (Award Amount): $48,000, plus reimbursable expenses for travel, transportation, meals, and printed materials billed at cost plus a 10% administrative fee. Reimbursable fees not to exceed $11,500 without advance written agreement.
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)* Similar deliverables

CLIENT INFORMATION (To be completed by Client)

5. Client Information:

Name: Kim Neher
Phone Number: 509-663-1117 x141
Title: Deputy Director
Email Address: kneher@ncwlibraries.org

6. Describe the client's role in the project:

This was a highly collaborative project. As clients, we were responsible for identifying workshop participants and defining the scope of their involvement. We met regularly with the MSS team on the project's status, further defining the scope as work was completed and sharing information with their team as needed to ensure the project's success.

Client Signature: _____ **Date:** March 7, 2022

V. NCW LIBRARIES FACILITIES PLANNING STRATEGY

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. *(If liquidated damages were assessed or the schedule was not met, please address below)*	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

V. NCW LIBRARIES FACILITIES PLANNING STRATEGY

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? *If no, please explain in Remarks section.*	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? *Indicate if show cause or cure notices were issued, or any default action in comment section below.*	Yes No
e) Have there been any indications that the consultant has had any financial problems? *If yes, please explain below.*	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 *(explain if specific issues)*	E VG S M U N
c) Would you hire or work with this firm again? *(if no, please explain below)*	Yes No
d) In summary, provide an overall raiting 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:** March 7, 2022

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EXPERIENCE OF KEY POSITIONS

Diane R. Jacobs, FAIA, NOMA | Principal In Charge

Diane is the founding Principal of Holly Street Studio, with 31 years of experience on public projects including community + recreation centers, higher ed, arts + culture venues, municipal buildings, and urban master planning. Leveraging a deep understanding of local trends and best practices in community outreach and municipal master plans, Diane will lead our team of collaborators to maintain continuous alignment with the priorities of the City of Buckeye and its citizens, achieving stakeholder consensus through dedicated leadership and thoughtful application of the community's goals and aspirations. Diane will work hand-in-hand with Margaret Sullivan Studio to design a well informed Library Master Plan that provides the City with a tangible and reliable roadmap for the next generation of Library users.

Education
University of Arizona, Tucson, AZ
Bachelor of Architecture 1988

Registrations
Arizona License #34306
Massachusetts #9160
WBE / SBE Certified

Years Experience
21 with Holly Street Studio
32 in Industry

Affiliations
American Institute of Architects
National Organization of Minority Architects
AIA Women's Leadership Group
Urban Land Institute
Local First Arizona For(u)m
Urban Land Institute

Recognition & Leadership
Arizona Architect's Medal, 2016
AIA AZ President, 2014
AIA AZ Board 2011- 2015
AIA AZ Women Principals Group
Founder 2011- Present

Fluent in Spanish

Relevant Project Experience:
Phoenix Burton Barr Library Restoration Project, Phoenix AZ
Rio Salado + Tempe Beach Park Masterplan, Tempe AZ
DC Ranch Community Needs Assessment + Master Plan, Scottsdale AZ
Scottsdale Civic Center Masterplan, Scottsdale AZ
Scottsdale Public Space Masterplan, Scottsdale AZ
Clark Park Recreation & Aquatic Center Conceptual Design, Tempe AZ
ASU Creative Futures Laboratory, Mesa AZ
The Plaza at Mesa City Center, Mesa AZ
Mesa i.d.e.a. Museum Renovations, Mesa AZ
Phoenix College Physical Science Building, Phoenix AZ
Arizona Sunrays Gymnastics & Dance Center, Phoenix AZ
ASU SHESC Innovation Gallery, Tempe AZ
Gallo Blanco Cafe y Bar, Phoenix AZ
One N Ten Youth Center, Phoenix AZ
Glendale CC Automotive Tech Center, Glendale AZ
Parsons Center for Health & Wellness, Phoenix AZ
Faye Gray Recreation Center, Phoenix AZ
Anthem Civic Center Renovation, Anthem AZ
ASU Student Center at the Post Office, Phoenix AZ
Helen Drake Senior Center, Phoenix AZ
Maryvale Pool House, Phoenix AZ
McCormick Stillman Railroad Park Museum, Scottsdale AZ
City of Peoria, City Council Chambers, Peoria AZ
City of Glendale Civic Center Renovations, Glendale AZ
City of Peoria Pioneer Park, Peoria AZ
City of Peoria North Community Park, Peoria AZ
Heard Museum Central Campus, Phoenix AZ
Heard Museum Book Store, Phoenix AZ
Heard Museum North, Scottsdale AZ

Holly Street Studio

Margaret Sullivan, LEED AP | Library Planning Principal

Margaret Sullivan is a national thought leader in assisting public libraries envision their preferred future. Margaret leads Margaret Sullivan Studio, a full-service strategy and design firm, collaborating with innovative library systems internationally. Since the firm's founding in 2014, MSS has become the industry leader in re-envisioning the 21st century library for diverse and complex contemporary communities, with a focus on social justice and racial equity.

CAREER

2014 | Founded Margaret Sullivan Studio, New York, NY
2009 | Director of Interior Design, H3 Hardy Collaboration Architecture, New York, NY
2008 | Acting Executive Director at OHNY, New York, NY
2004 | Project Architect, Interior Designer, Holzman Moss Architecture, New York, NY
1999 | Project Designer, Hardy Holzman Pfeiffer Associates, New York, NY
1997 | Alan Gaynor and Co. New York, NY
1996 | Neal-Prince and Partners Greenville, SC

EDUCATION

2001 | Library Planning and Design Program, Harvard Graduate School of Design Cambridge, MA
1996 | Bachelor of Architecture Clemson University, Clemson, SC
1994 | B.A., Art History Wake Forest University, Winston-Salem, NC
1994 | National Building Museum, Washington, DC
1993 | Institute of European Studies Vienna, Austria

Relevant Project Experience:

Altadena Library District, Strategic Planning | Altadena, CA

Anne Arundel County Public Library, Annapolis Library, Strategic Plan; New Library Programming & Interior Design | Annapolis, MD

Benjamin L. Hooks Central Library, CLOUD901 Teen Learning Lab | Memphis, TN

Boulder Public Library, Community Needs Assessment & Benchmark Comparison Study | Boulder, CO

Broomfield Library and Cultural Affairs, Facilities Master Plan | Broomfield, CO

Charlotte Mecklenberg Library, North County Regional, Library Programming & Interior Design | Huntersville, NC

City of Fort Worth, Fort Worth Public Library, Strategic Services Plan | Fort Worth, TX

Cleveland Public Library, Hough and Walz Branch, Community Engagement | Cleveland, OH

Contra Costa County Library, Pleasant Hill Branch, New Building | Pleasant Hill, CA

DC Public Library, Martin Luther King Jr. Memorial Library, Visioning & Programming | Washington, DC

DC Public Library, Martin Luther King Jr. Memorial Library, Youth Services & Interior Design | Washington, DC

DreamYard Art Center and YOUmedia Lab | Bronx, NY

Empire State Library Network, Strategic Plan | New York, NY

Fresno County Public Library, Strategic Planning; Master Facility Plan; Visioning & Programming; Staff Day Workshop | Fresno, CA

Greenville County Library, Five Forks Branch, New Building | Greenville, SC

Hartford Public Library, Staff Day Workshop & Service Desk Design | Hartford, CT

Hillsborough County Library System, Urban Library of the Future Report | Tampa, FL

Hocutt-Ellington Memorial Library, Visioning & Programming | Clayton, NC

ImaginOn, The Joe & Joan Martin Center, New Building | Charlotte, NC

Las Vegas-Clark County Library District, Facilities Master Plan; Staff Day Workshop; Visioning & Programming Study; Standard Urban & Rural Programming; East Las Vegas Programming & New Building; Mesquite Programming & New Building | Las Vegas, NV

Los Angeles Public Library, Maker Space | Los Angeles, CA

Lycee Francais de New York, Visioning | New York, NY

Mauney Memorial Library, Site Study; Visioning & Programming; Concept Design | Kings Mountain, NC

New Castle County Libraries, Master Plan | New Castle County, DE

New York Public Library, Design Standards & Programming of 5 Carnegie Branches | New York, NY

Richland Library, Library as Studio Program Methodology, 10 Library Renovations & Additions | Columbia, SC

Salt Lake City Public Library, Strategic Planning; Visioning & Planning; Library Space & Architectural Study for 3 Branches | Salt Lake City, UT

Michael Jacobs, AIA | Project Manager

Michael has over 33 years experience in the public realm including complex projects for higher education, museums, and community centers. As the project manager for the Buckeye Library Master Plan, his focus centers on seamless management of the moving parts, ensuring a smooth process through personal collaboration with the entire team for consistent alignment with schedule and budget. Michael will be directly responsible for quality of information within the Master Plan's deliverables, keeping our team of designers and cost consultants well informed to make decisions quickly and effectively while meeting the logistical needs of the City of Buckeye.

Education

University of Arizona, Tucson, AZ
Bachelor of Architecture 1986

University of Texas, School of Architecture, Austin TX
Master of Architecture 1995

Registrations

Arizona License #32961
Massachusetts #7840
Colorado #400096

Years Experience

20 with Holly Street Studio
34 in Industry

Affiliations

American Institute of Architects
Local First Arizona For(u)m
Urban Land Institute

Recognition & Leadership

AIA Metro PHX President, 2018
AIA Phoenix Metro Board of Directors, 2016-2018

Relevant Project Experience:

Rio Salado + Tempe Beach Park Masterplan, Tempe AZ
DC Ranch Community Needs Assessment + Master Plan, Scottsdale AZ
Scottsdale Civic Center Masterplan, Scottsdale AZ
Scottsdale Public Space Masterplan, Scottsdale AZ
Clark Park Recreation & Aquatic Center Conceptual Design, Tempe AZ
ASU Creative Futures Laboratory, Mesa AZ
The Plaza at Mesa City Center, Mesa AZ
Mesa i.d.e.a. Museum Renovations, Mesa AZ
Phoenix College Physical Science Building, Phoenix AZ
Arizona Sunrays Gymnastics & Dance Center, Phoenix AZ
ASU SHESC Innovation Gallery, Tempe AZ
Gallo Blanco Cafe y Bar, Phoenix AZ
One N Ten Youth Center, Phoenix AZ
Glendale CC Automotive Tech Center, Glendale AZ
Parsons Center for Health & Wellness, Phoenix AZ
Faye Gray Recreation Center, Phoenix AZ
Anthem Civic Center Renovation, Anthem AZ
ASU Student Center at the Post Office, Phoenix AZ
Helen Drake Senior Center, Phoenix AZ
Maryvale Pool House, Phoenix AZ
McCormick Stillman Railroad Park Museum, Scottsdale AZ
City of Peoria, City Council Chambers, Peoria AZ
City of Glendale Civic Center Renovations, Glendale AZ
City of Peoria Pioneer Park, Peoria AZ
City of Peoria North Community Park, Peoria AZ
Heard Museum Central Campus, Phoenix AZ
Heard Museum Book Store, Phoenix AZ
Heard Museum North, Scottsdale AZ

Holly Street Studio

Lyna Vuong | Senior Designer

Lyna Vuong is the Senior Interior Designer at Margaret Sullivan Studio and has been designing public libraries with Margaret for over fifteen years. Lyna leads the team in reimagining public spaces to support community goals and aspirations. Lyna leads the design and implementation of all the projects in the Studio, overseeing design development and production. Lyna is skilled at translating the goals of the community and utilizing human centered design to develop positive outcome goals for public spaces. Lyna has worked at a variety of scales, and approaches each project with a keen eye for detail and craft, with an approach to design that captures the essence of place and enhances the goals of the project and user experiences.

CAREER

2014 | Margaret Sullivan Studio, New York, NY
2005 | Holzman Moss Bottino Architecture, New York, NY

EDUCATION

2018 | M.A. Food Studies New York Univeristy, New York, NY
2005 | B.A. Interir Design, Fashion Institute of Technology New York, NY

ACCREDITATION

2009 NCIDQ #25338

Relevant Project Experience:

Anne Arundel County Public Library, Annapolis Library, Strategic Plan | Annapolis, MD

Broomfield Library and Cultural Affairs, Facilities Master Plan | Broomfield, CO

Charlotte Mecklenberg Library, Library Programming & Interior Design | Huntersville, NC

DC Public Library, Martin Luther King Jr. Memorial Library, Visioning & Programming | Washington, DC

Harrison Public Library, Programming Study | Harrison, NY

Las Vegas-Clark County Library District, Facilities Master Plan; Staff Day Workshop; Visioning & Programming Study; Standard Urban & Rural Programming; East Las Vegas Programming & New Building; Mesquite Programming & New Building | Las Vegas, NV

Morrison Regional Library, Programming Study | Charlotte, NC

New Castle County Libraries, Master Plan | New Castle County, DE

New Haven Free Public Library, Ives Squared Innovation Commons on the Green, Programming & Interior Renovation | New Haven, CT

New York Public Library, Carnegie Design Standards & Programming of 5 Carnegie Branches | New York, NY

Salt Lake County Library, Kearns Library Programming & Design;Daybreak Library Programming & Design; Staff Engagement Workshops | Salt Lake City, UT

Boulder Public Library, Community Needs Assessment | Boulder, CO

Central Wichita Public Library, New Building | Wichita, KS

Greenville County Public Library, Five Forks Branch Renovation | Greenville, SC

Library Children's Area Renovations | Jacksonville, FL

Los Angeles Public Library, Maker Space | Los Angeles, CA

Memphis Public Library, Benjamin L. Hooks Teen Learning Lab | Memphis, TN

Richland (SC) Library, Library as Studio Program Methodology, 10 Library Renovations & Additions | Columbia, SC

Salt Lake City Public Library, Strategic Planning; Visioning & Planning; Library Space & Architectural Study for 3 Branches; Sprague Branch Renovation; Main Library First Floor Interior Concept Design; Management Staff Day Workshop | Salt Lake City, UT

Santa Monica Public Library, Strategic Planning | Santa Monica, CA

Sno-Isle Libraries, Facilities for the Future Report | Marysville, WA

Sergio Carrasco, AIA | Project Designer

As an architectural designer, Sergio has offered outstanding design management skills for more than 9 years at HSS including complex programs for community centers, university buildings, civic spaces, and libraries. His design expertise leads to quick resolutions for client understanding, community outreach efforts, and design deliverables. Recently, Sergio has led Holly Street's design production for the new ASU Creative Futures Laboratory, where his design input has been instrumental in resolving complex programmatic requirements in conjunction with the community's aspirations & desires. For the Buckeye Library Master Plan, Sergio will collaborate with Margaret Sullivan Studio to produce data driven deliverables, engage the local community, and provide well-rounded insight into the planning of future library facilities.

Education
Ariz. State University, Tempe AZ
Bachelor of Architecture 2006
Master of Architecture 2012

Registrations
AZ Registered Architect

Years Experience
9 with Holly Street Studio
13 in Industry

Affiliations
American Institute of Architects
National Organization of Minority Architects
Local First Arizona For(u)m

Fluent in Spanish

Relevant Project Experience:
*Prescott Valley / Yavapai College Library
*Harmon Public Library
*Arabian Public Library
*Sunrise Mountain Library
*Borrego Springs Library
*Cruzen-Murray Academic Library

Rio Salado + Tempe Beach Park Masterplan, Tempe AZ
DC Ranch Community Needs Assessment + Master Plan, Scottsdale AZ
Scottsdale Civic Center Masterplan, Scottsdale AZ
Scottsdale Public Space Masterplan, Scottsdale AZ
ASU Creative Futures Laboratory, Mesa AZ
The Plaza at Mesa City Center, Mesa AZ
Mesa i.d.e.a. Museum Renovations, Mesa AZ
Clark Park Recreation & Aquatic Center Conceptual Design, Tempe AZ
Phoenix College Physical Science Building, Phoenix AZ
Arizona Sunrays Gymnastics & Dance Center, Phoenix AZ
ASU SHESC Innovation Gallery, Tempe AZ
Gallo Blanco Cafe y Bar, Phoenix AZ
One N Ten Youth Center, Phoenix AZ
Glendale CC Automotive Tech Center, Glendale AZ
Parsons Center for Health & Wellness, Phoenix AZ
Faye Gray Recreation Center, Phoenix AZ
Anthem Civic Center Renovation, Anthem AZ
ASU Student Center at the Post Office, Phoenix AZ
Helen Drake Senior Center, Phoenix AZ

*Experience prior to joining HSS

Holly Street Studio

Jesse Zunke | Cost Estimating

Jesse Zunke joined RLB in early 2016, coming from the City of Carlsbad Public Works where he acquired experience working on public projects of all types. Jesse develops comprehensive cost estimates for capital projects, provides project scheduling, budget management and change order/claims review services through all phases of design and construction. He is experienced in Lean construction techniques and critical path method/earned value management. He provides quantification using On-Screen take-offs, Bluebeam and Revit. Jesse has provided unbiased cost estimating services on countless successful projects, throughout various phases of development. He works closely with owners and design teams to maintain quality of product and ensure the best return on original investment.

Years of Experience
11 years in Industry
5 years with RLB

Academic Qualifications
Bachelor of Science, Construction Management (Civil), Arizona State University, Tempe, AZ

Professional Certifications
CM-Lean Certification

Relevant Project Experience:

Arizona State University Hayden Library Reinvention, Tempe, AZ
Arizona State University at Mesa City Center, Mesa, AZ
Arizona State University 2025 Student Housing Master Plan, San Jose, CA
Arizona State University 2025 Student Housing Master Plan, Tempe / Mesa, AZ
Arizona State University Greek Life Student Housing, Tempe, AZ
Arizona State University 2025 Student Housing Master Plan, Tempe, AZ
City of Scottsdale Justice Center Facility Master Plan, Scottsdale, AZ
Chandler Museum, Chandler, AZ
Cloud Song Center at Scottsdale Community College, Scottsdale, AZ
Herberger Young Scholars School Academy, Glendale, AZ
Jacksonville State Student Recreation Center, Jacksonville, FL
MCCCD Estrella Mountain Community College Classroom & Office Building, Avondale, AZ
MCCCD Makerspace Remodel for Gateway Community, Phoenix, AZ
Northern Arizona University Cline Library Master Plan, Flagstaff, AZ
Pinal County San Tan Valley Admin Complex, San Tan Valley, AZ
Phoenix College Building A Renovation, Phoenix, AZ
Studios at Mesa City Center, Mesa, AZ
Town of Gilbert Paseo Masterplan, Gilbert, AZ
University of Arizona Facilities Conditions Assessments, Tucson, AZ
University of Arizona Health Sciences Innovation Building, Tucson, AZ
University of Arizona Student Success District, Tucson, AZ

RLB Rider Levett Bucknall

ORGANIZATIONAL CHART

Diane Jacobs and Margaret Sullivan will lead project efforts in coordination with the City of Buckeye and community at large, overseeing the development of ideas, aspirations, logistics, and public outreach programs that will be folded into the Library Master Plan.

Michael Jacobs will coordinate project logistics, including cost consultant coordination, quality control of deliverables, and adherence to the established project schedule.

Lyna Vuong and Sergio Carrasco will work closely with Diane and Margaret in the development of Master Plan documents, narratives, recommendations, and design deliverables, utilizing their extensive individual backgrounds in the planning and execution of library spaces across the US.

Jesse Zunke at Rider Levett Bucknall will provide detailed cost estimates in tandem with the approved components of the master plan, envisioning the resources needed to bring each individual asset to reality.

BUCKEYE, AZ

Diane Jacobs
Principal In Charge

Leadership
Needs Assessment
Public/Staff Engagement

Margaret Sullivan
Library Planning Principal

Library Specialist
Strategic Planning
Public/Staff Engagement

Michael Jacobs
Project Manager

Schedule + Cost
Quality Control
Implementation Plan

Sergio Carrasco
Project Designer

Design Production
Data Collection
Site Assessments

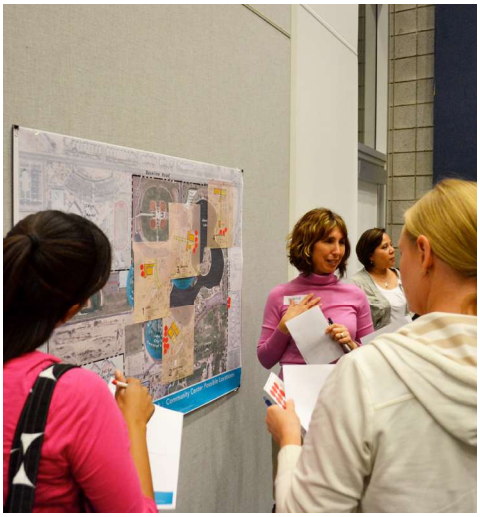
Lyna Vuong
Senior Project Designer

Lead Design Production
Facility Planning
Public/Staff Engagement

Jesse Zunke
Cost Consultant

Implementation Costs
Construction Estimates
Market Analysis

Mesa City Center Plaza - Community Design Workshop by HSS



Cesar Chavez Community Center Master Plan - Public Needs Assessment by HSS

Las-Vegas Clark County Library Master Planning - Neighborhood Engagement Workshop by MSS

4

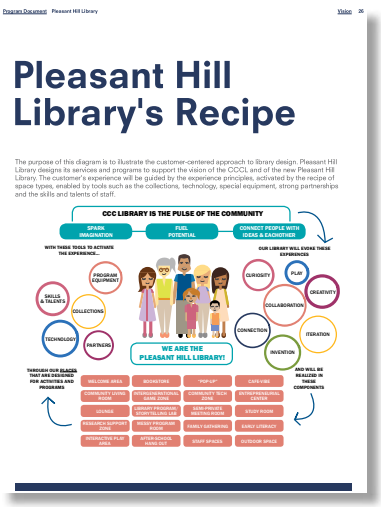
PROJECT APPROACH AND UNDERSTANDING

Opening Day - Faye Gray Community Center, HSS
Opening Day - New East Las Vegas Library, MSS

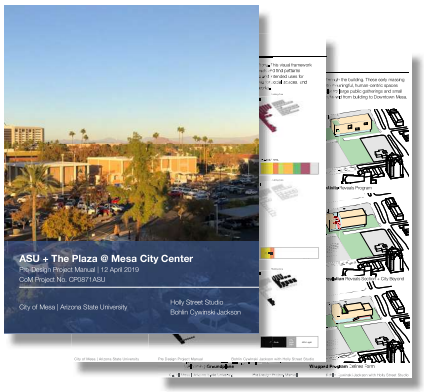
Describe the firm's approach to performing the required Services in the Scope of Work

Holly Street Studio and Margaret Sullivan Studio share a common ethos in our approach to this work: we design around people, not formulas. It will be crucial for our team to begin the Library Master Plan with an intense deep-dive into the existing data and documentation on your library system, the Buckeye community, and your future city-wide planning goals to reveal an authentic narrative that will inform a tangible plan for action. As we synthesize the data at hand and uncover the programmatic needs and opportunities of different service areas at multiple scales, we must also strategically lead public workshops + information sessions with clear descriptions, garner citizen feedback, and engage in careful listening to gain public buy-in and trust for future implementation. Finally, the resulting recommendations and Library Master Plan must be vetted by multiple points of view, anticipate future changing circumstances, and provide the City and the Public with a clear way forward.

The following outlines our unique approach to performing the required services described in the Scope of Work:



Sample library program document by MSS



ASU + The Plaza at Mesa City Center
Programming Report by HSS

TASK 1 - PROJECT ADMINISTRATION //
DEDICATION TO A HEALTHY PROCESS

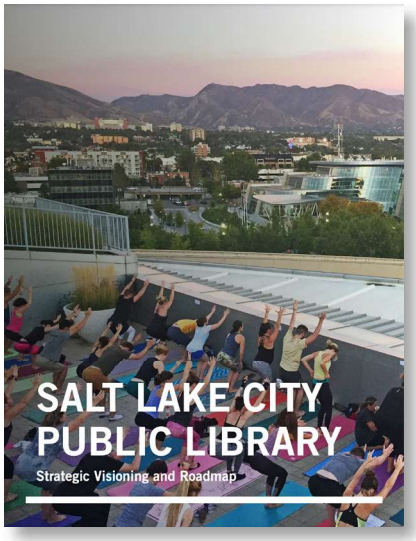
The elements of Project Administration for the Library Master plan will include extensive Buckeye staff + community engagement, information gathering processes, interviews, and key data collection. Our approach to this service is grounded in a culture of healthy communication, including:

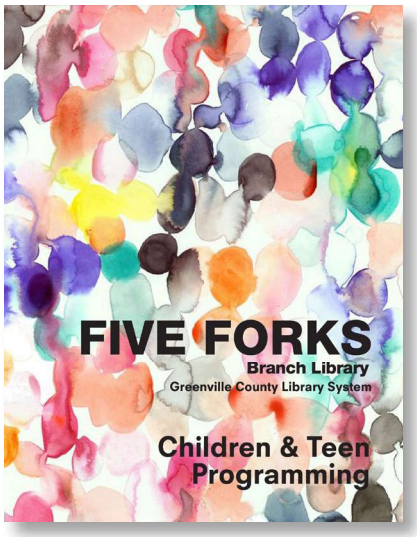
Leading with Accountability: Lead an open-minded, accountable process by providing the City with tools (virtual and physical) for efficient decision-making, avoiding surprises down the line.

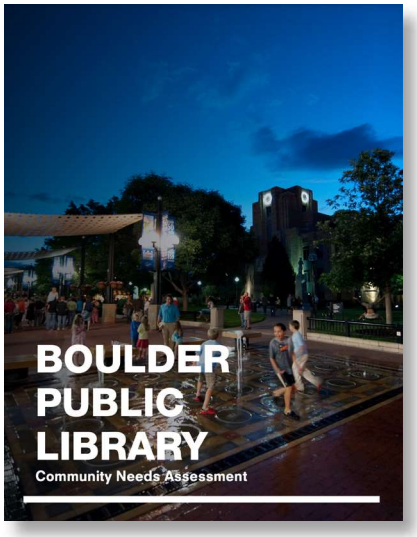
Creating a Unified Roadmap: Full participation by all stakeholders in the development of Master Plan concepts is key. Initial workshops, visioning sessions, and data gathering processes will lead to a well-rounded baseline of key components and resources available to guide the framework and opportunities for growth.

Understanding Goals and Gaining Consensus: This project is much larger than simply supplanting library trends onto a growing city. It's about providing specific, valuable resources to multi-generational communities, standardizing service practices, incorporating new ways of community engagement, and setting the tone for Buckeye facilities (even beyond libraries) for years to come. Our job is to work together and gain consensus, prioritize and make thoughtful yet appropriate solutions. As the Library Master Plan goes, so will the City of Buckeye.

Building on Proven Systems: MSS brings an extensive knowledge base on what's working and what's not working for communities in library districts across the nation. We'll rely on proven methods of information gathering, analysis, and healthy public engagement to develop Master Plan concepts that are intelligible and tangible to City staff, library crews, and user groups alike.







Sample library master planning deliverables by MSS

TASK 2 - NEEDS ASSESSMENT //
FINDING THE COMMON THREADS

The elements of the Needs Assessment will include extensive investigations into the needs of different community groups, identifying service areas, anticipating future conditions for need, and estimating the specific costs of planning and delivering new library assets for the next 20 years. Our approach to this service is grounded in uncovering opportunities for success while ensuring solutions respect anticipated City resources:

Data Collection: Initial investigations will rely on existing City of Buckeye data for population and demographics, staff counts, facility facts + figures, geographic surveying, growth projections, and future development planning. We'll utilize this information as a jumping-off point to provide a framework for the engaging different areas of the City with specific, goal oriented work sessions that yield concrete results.

Outreach + Analysis: Both HSS + MSS have led high-profile urban and rural community outreach programs, specific to libraries, community centers, public spaces, and municipal amenities. We'll utilize both in-person outreach meetings and virtual tools such as staff surveys, experience design workshops, program observation tours, and directed storytelling to build specific user narratives that inform the needs, amenities, services, opportunities, and constraints for each potential location of a new or improved library facility.

Cost Models by Program: With RLB's extensive resources in past, current, and future market data, we'll build in-depth cost models that incorporate specific escalation trends, framed by key elements: Functional programming (space allocation and equipment), Site programming (community asset, environmental impact), and Technical programming (aligning building systems with program objectives).

TASK 3 - RECOMMENDATION //
PROVIDING THE TOOLS FOR SUCCESS

Finally, the resulting Recommendations and Library Master Plan will provide the City with an in-house resource to bring the most value possible to the citizens of Buckeye, with detailed frameworks for implementation, manageable action plans, and guidelines for measuring and maintaining the success of each library branch. Our approach to this task focuses on:

Legibility: Provide final recommendations and Master Plan in 'easy reading' formats for both internal + public consumption, highlighting critical elements, guiding narratives, and future benefits. The implementation plan must be translatable between departments and understood by potential changes in staffing years down the road.

Flexibility: We'll design the Library Master Plan components to account for future trends in library service while maintaining their original intended value, providing a framework that's logistically prescriptive but remains malleable in terms of program, service models, and growth.

Continuity: Inject measurable, teachable strategies that provide staff with specified objectives and desired outcomes for future implementation and measuring success – use this Master Plan as opportunity to bolster the knowledge of library staff + community at multiple scales.

Describe the opportunities and constraints involved with the performance of the associated tasks which include: plan framework, citizen participation, community outreach, facilitation, plan editing and drafting, data collection and analysis to support each element, graphics and diagrams, maps, public surveying, public meetings and any related items that are necessary in moving the Library Master Plan forward.

MATER PLAN FRAMEWORK //

OPPORTUNITIES: Design to serve Buckeye community members across various social and physical barriers. Accessible, well-rounded, and relatable narratives will drive the newly identified brand and image of entire library system.

CONSTRAINTS: Be cautious of 'one size fits all' mentality. Take the time necessary to truly engage with Library system to identify unique user needs, service gaps, and high-level logistical needs.

DATA COLLECTION AND ANALYSIS //

OPPORTUNITIES: Master Plans are only as good as the data their based on. With well-vetted data from multiple points of view comes a holistic understanding of the community at large, leading to stronger user narratives and accurate assessment of customer service needs.

CONSTRAINTS: Shifting needs and evolving technologies inform analysis of long-term results. Ensure data collection includes contingency for unknowns / emerging trends, leading to a more flexible plan for the future.

PUBLIC PARTICIPATION PROCESS //

OPPORTUNITIES: Key to success - design Master Plan for people first. Guide the process with clear objectives. Ask pertinent questions to gain valuable insight - learn what challenges they face and what they love about their neighborhood and community, leading to more holistic, identifiable library services.

CONSTRAINTS: Misrepresentation of the Library system's goals, brand, and limitations in the public forum will lead to misconceptions and misunderstandings. Work collaboratively to define outreach parameters well before they take place.

DESIGN DELIVERABLES //

OPPORTUNITIES: Graphics, diagrams, maps and surveys will serve the Library System for years to come. Clean, aesthetically consistent design documents will provide future staff and citizens with a clear understanding of drivers and methods that led to the final Library Master Plan.

CONSTRAINTS: The Master Plan may be updated over the life of its implementation. Ensure graphics, diagrams, and maps account for future legibility and modification, if needed.

DRAFT REVIEW PERIODS //

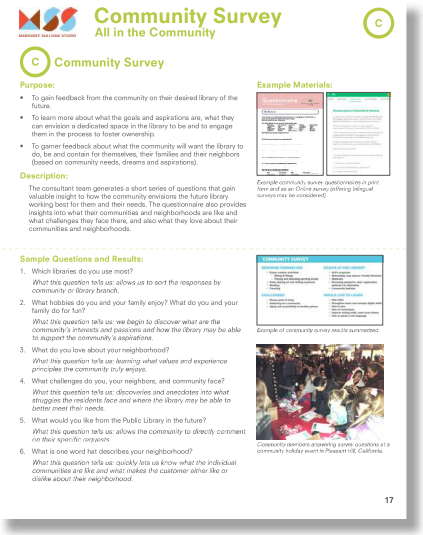
OPPORTUNITIES: A well defined iterative design process embedded with established priorities leads to more efficient review periods by the City. We'll provide the tools necessary to make decisions quickly and effectively.

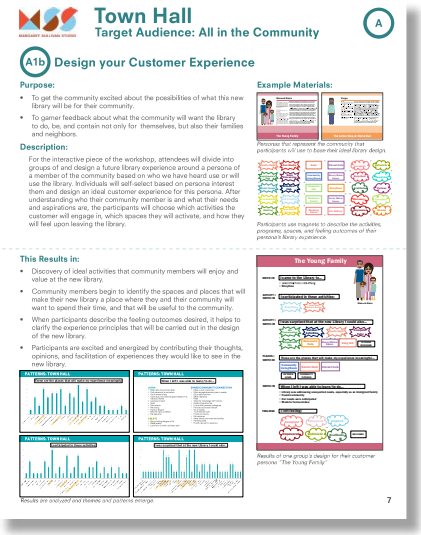
CONSTRAINTS: Design Team + City Staff must work collaboratively to establish a culture of accountability. Without proper lines of communication and authority during review periods, details are lost in translation and progress halts rather than developing new ways forward.

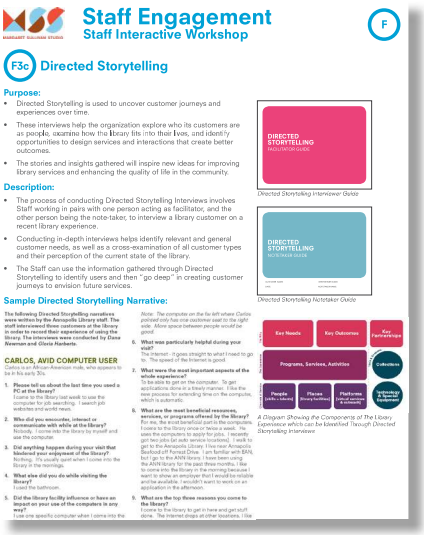
IMPLEMENTATION PLAN //

OPPORTUNITIES: The implementation / action plan will be a way to guide the responsible use of public funds for the next 2 decades. Master Plan must outline priorities clearly, with regard to 'best' and 'next' practices in library programming, environmental stewardship, and cost implications.

CONSTRAINTS: Development of Master Plan in a volatile construction market will be tricky. Cost estimates for future implementation must account for potential shifts in direct community needs, global economic repercussions, and local real estate conditions over time.







Sample surveys, workshop recaps, and staff engagement by MSS

Additional Samples of Community Planning + Facilities Design //

Library at Faye Gray Community Center, Phoenix
Holly Street Studio

Storytellers at MS Railroad Museum, Scottsdale AZ
Holly Street Studio

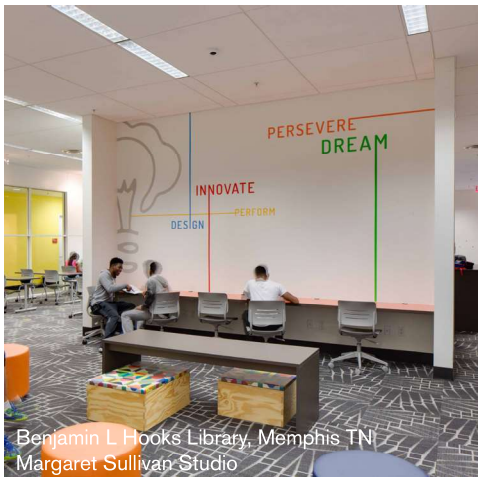
Opening Day - Mesquite Library, NV
Margaret Sullivan Studio

Tempe Clark Park Community Center, Tempe AZ
Holly Street Studio

ASU + The Plaza at Mesa City Center, Mesa AZ
Holly Street Studio

Mesquite Library, Las Vegas NV
Margaret Sullivan Studio

Pleasant Hill Library Staff Workshop, CA
Margaret Sullivan Studio



Benjamin L Hooks Library, Memphis TN
Margaret Sullivan Studio

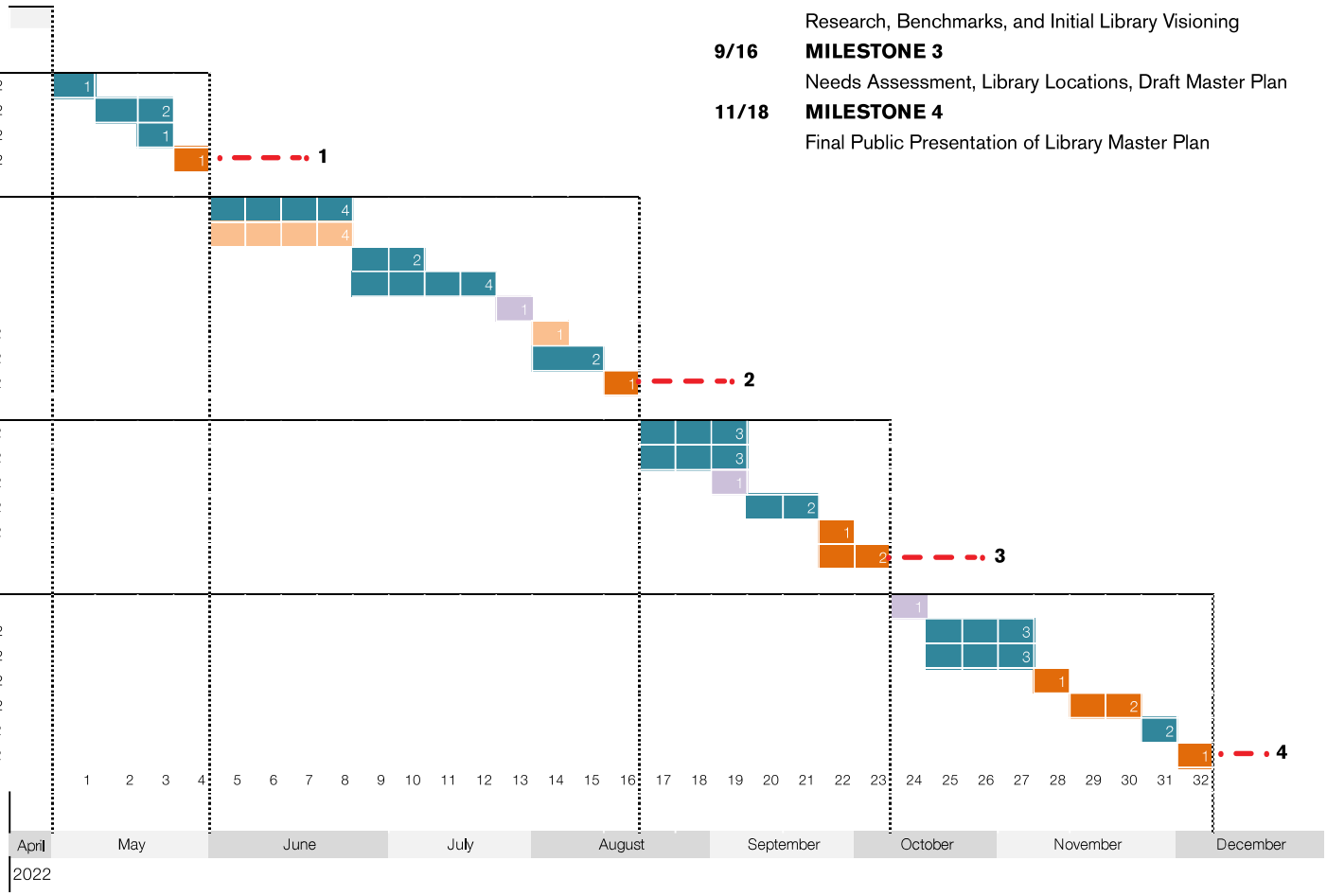
Maryvale Pool House Public Art Project, Phoenix AZ
Holly Street Studio

Opening Day - Faye Gray Community Center, Phoenix AZ
Holly Street Studio

Provide a Project Work Plan/schedule showing key project milestones and deliverables. The schedule shall demonstrate firm's ability to meet the designated milestones.

City of Buckeye Library Master Plan
10 March 2022

task	duration	end date
Design Team Selection	1m	08 Apr '22
Contract Negotiations	3w	29 Apr '22
Workplan + Document Review		
Kickoff Workshops w/ City Staff	1w	06 May '22
Review Existing Documentation	2w	20 May '22
Create Project Roadmap	1w	20 May '22
Review Findings + Project Roadmap with CoB	1w	27 May '22
Survey + Inventory		
Conduct Existing Facility Surveys	4w	24 Jun '22
Interview Staff + Personnel	4w	24 Jun '22
Community + Service Area Research	2w	08 Jul '22
Benchmark Facility Research	4w	22 Jul '22
Public Meeting 1 + Documentation	1w	29 Jul '22
Library Staff Engagement Workshop	1w	05 Aug '22
Library System Visioning	2w	12 Aug '22
Present Research + Findings to CoB	1w	19 Aug '22
Analysis + Assessment		
Library Service Needs Assessment	3w	09 Sep '22
Geographic Location Assessments	3w	09 Sep '22
Public Meeting 2 + Documentation	1w	09 Sep '22
Documentation for Cost Estimates	2w	23 Sep '22
Master Plan Draft with CoB	1w	30 Sep '22
Owner Review + Feedback	2w	07 Oct '22
Final Report + Recommendations		
Public Meeting 3 + Documentation	1w	14 Oct '22
Develop Final Recommendations	3w	04 Nov '22
Develop Implementation Plan	3w	04 Nov '22
Final Master Plan Draft Review with CoT	1w	11 Nov '22
Owner Review + Feedback	2w	25 Nov '22
Final Presenation Preperations	1w	02 Dec '22
Final Master Plan Public Presentation	1w	09 Dec '22
total duration	**32 weeks**	



5/20 **MILESTONE 1**
Approval of Roadmap + Strategy

7/29 **MILESTONE 2**
Research, Benchmarks, and Initial Library Visioning

9/16 **MILESTONE 3**
Needs Assessment, Library Locations, Draft Master Plan

11/18 **MILESTONE 4**
Final Public Presentation of Library Master Plan

Color Key:

- design
- owner
- library
- community

This schedule is based on available information in the RFP, previous local Master Planning efforts, and assumed availability from the City and Library Staff to meet these deadlines. We look forward to discussing / testing / adjusting the schedule as needed with you in person.

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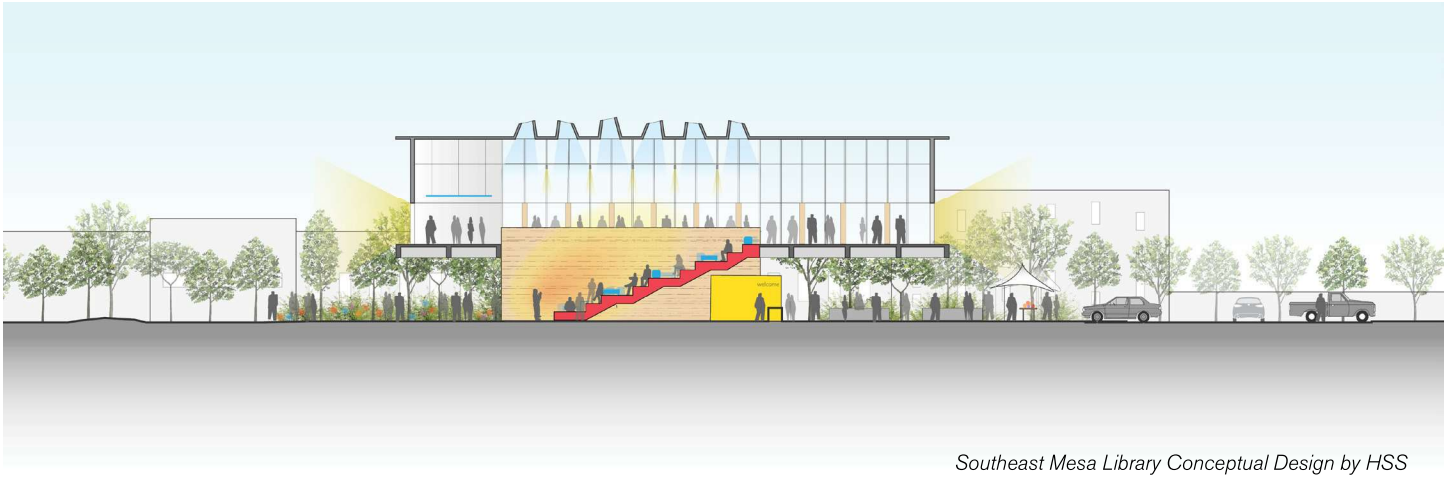
PRICING

ITEM NO.	DESCRIPTION	COST
1	**PROJECT ADMINISTRATION** Community engagement Staff engagement Facilitate additional Information gathering Deliverables	$58,530
2	**NEEDS ASSESSMENT** Design and implement Community needs Key service areas and goals Review an assess current Library services Identify conditions in the community for potential need Benchmark the Buckeye Public Library system Identify geographic locations not currently served by the library Analyze current users and non-users with recommendation	$41,640
3	**RECOMMENDATION** Naming structure for future libraries Recommendations that integrate value Timeline for implementing the plan Detailed action plans that are manageable Detailed and structured implementation roles Recommendations for related communication and marketing Recommendations for assessing the success and impact of the Plan	$49,810
	Total Proposal Amount:	**$149,980**



Southeast Mesa Library Conceptual Design by HSS

APPENDIX

SECTION X: PROPOSAL CERTIFICATION/CONFLICT OF INTEREST CERTIFICATION

City of Buckeye
Construction & Contracting Division
530 Monroe Avenue
Buckeye, Arizona 85326

The undersigned certifies that to the best of his/her knowledge: (**check only one**)

(X) There is no officer or employee of City of Buckeye who has, or whose relative has, a substantial interest in any contract resulting from this request.

( ) The names of any and all public officers or employees of City of Buckeye who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification. In compliance with **Request for Proposal No. 2022036**, for **Library Master Plan** in the City of Buckeye and after carefully reviewing all the terms, conditions and requirements contained therein, the undersigned agrees to furnish such good/services in accordance with the specifications/scope of work.

AMENDMENTS: Receipt of the following Amendments is acknowledged, and the provisions are included in this RFP:

Amendment No. 1 **Dated** 24 February 2022
Amendment No. 2 **Dated** 02 March 2022
Amendment No. 3 **Dated** 07 March 2022
Amendment No._____ **Dated**_____

Firm Name: Holly Street Studio, LLC

Address: 1319 E Van Buren Street

City: Phoenix, **State:** AZ **Zip:** 85006

(Signature Required)

Diane Jacobs
(Print name)

(Fax#)

Principal
(Print title)

86-1018004
(Federal Taxpayer ID Number)

10 March 2022
(Date)

END OF SECTION X

SOLICITATION AMENDMENT
RFP No. 2022036
CITY OF BUCKEYE
CONSTRUCTION & CONTRACTING DIVISION
623.349.6171

AMENDMENT #1

NOTE: Attach to Original RFP. However, if Proposal has already been returned, complete this amendment and return for attachment to your Proposal by 4:00 pm, March 10, 2022.

City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Attn: Tyra Bell, Purchasing Agent

SOLICITATION: RFP No. 2022036: Library Master Plan

NOTICE TO VENDORS:
This Amendment forms a part of the Contract and clarifies, corrects, or modifies the original Request for Proposals documents prepared by the City of Buckeye.

Bid Due Date and Time: **March 10, 2022 at 4:00 PM**

Last Day for Questions: **March 3, 2022 at 5:00 PM**

THE FOLLOWING QUESTIONS WERE ASKED BY VENDORS:

Q1: If awarded the contract to complete the master plan, will the firm be excluded from submitting /completing any further projects resulting from the masterplan?
A1: No

Q2: In the preproposal, you mentioned firms can submit via email due to COVID? IF you can provide some clarification, it would be great. The RFP says to submit one original and one hard copy to the City of Buckeye.

A2: Yes. Proposers can submit their proposal according to SECTION VI A. OR:
Via electronic email no later than 4:00 P.M., Local Buckeye, Arizona Time, March 10, 2022. All documents required as part of the proposal shall be completed, scanned as a .pdf, and added as an attachment to the email submittal. The .pdf shall have the name of the company submitting and subject of the email should be RFP No. 2022036 COB Library Master Plan. Proposals should be emailed to tbell@buckeyeaz.gov.

Q3: We know that there is one project that was awarded to an architecture firm previously that we're unsure of whether it's still active. Our question is if that project is still active and included within this master planning effort or not included.

A3: We would need to know the name of the project rewarded. However, currently, this projects only includes what is requested in the solicitation.

Q4: Will there be interviews?

A4: Interview will depend on the evaluation team during the first evaluation meeting.

Q5: What is the Budget?

A5: $150,000.00

Q6: Will there be hybrid opportunity for the community engagement?

A6: We want to see what the proposer will propose regarding this in the submittal.

The balance of the specifications and instructions remain the same. Vendors must acknowledge receipt and acceptance of this amendment by returning the entire amendment with the Proposal.

PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS AMENDMENT BY SIGNING THE ATTACHED SOLICITATION AMENDMENT ACKNOWLEDGEMENT.

SOLICITATION AMENDMENT ACKNOWLEDGEMENT

RFP No. 2022036
AMENDMENT NUMBER 1
AMENDMENT ISSUE DATE: February 24, 2022

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

Name of Company: Holly Street Studio

Authorized Signature: Diane Jacobs

Print Name and Title: Diane Jacobs, FAIA | Principal

Date: 24 February 2022

Address: 1319 E Van Buren Street

City, State, Zip Code: Phoenix, AZ 85006

Telephone Number: 602-258-8555

Email Address: diane@hollystreetstudio.com

SOLICITATION AMENDMENT
RFP No. 2022036
CITY OF BUCKEYE
CONSTRUCTION & CONTRACTING DIVISION
623.349.6171

AMENDMENT #2

NOTE: Attach to Original RFP. However, if Proposal has been submitted to the City of Buckeye, complete this amendment and return as an attachment to your Proposal by 4:00 pm, March 10, 2022.

City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Attn: Tyra R. Bell

SOLICITATION: RFP No. 2022016 - LIBRARY MASTER PLAN

NOTICE TO CONSULTANTS:
This Amendment forms a part of the Contract and clarifies, corrects, or modifies the original Request for Proposal documents prepared by the City of Buckeye.

Bid Due Date and Time: March 10, 2022 at 4:00 PM

Last Day for Questions: March 3, 2022 at 5:00 PM

THE FOLLOWING QUESTION WAS ASKED BY VENDORS:

Q1. On page 12 of the RFP, Section 2: Past Performance Questionnaire (PPQ), the RFP states that the Past Performance Questionnaire can be found in Attachment 1. There is not an Attachment 1. Where can we find the PPQ form?

A1. Attachment 1: Past Performance Questionnaire (PPQ) form was excluded in error. Please find it attached to this amendment.

The balance of the scope of work and instructions remain the same. Offerors must acknowledge receipt and acceptance of this amendment by returning the entire amendment with Request for Qualifications.

PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS AMENDMENT BY SIGNING THE ATTACHED SOLICITATION AMENDMENT ACKNOWLEDGEMENT.

SOLICITATION AMENDMENT ACKNOWLEDGEMENT

RFP No. 2022036
AMENDMENT NUMBER 2
AMENDMENT ISSUE DATE: March 2, 2022

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

Name of Company: Holly Street Studio

Authorized Signature: Diane Jacobs

Print Name and Title: Diane Jacobs, FAIA | Principal

Date: 02 March 2022

Address: 1319 E Van Buren Street

City, State, Zip Code: Phoenix, AZ 85006

Telephone Number: 602-258-8555

Email Address: diane@hollystreetstudio.com

ATTACHMENTS AS SEPARATE DOCUMENTS ATTACHED

SOLICITATION AMENDMENT
RFP No. 2022036
CITY OF BUCKEYE
CONSTRUCTION & CONTRACTING DIVISION
623.349.6171

AMENDMENT #3

NOTE: Attach to Original RFP. However, if Proposal has been submitted to the City of Buckeye, complete this amendment and return as an attachment to your Proposal by 4:00 pm, March 17, 2022.

City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Attn: Tyra R. Bell

SOLICITATION: RFP No. 2022016 - LIBRARY MASTER PLAN

NOTICE TO CONSULTANTS:
This Amendment forms a part of the Contract and clarifies, corrects, or modifies the original Request for Proposal documents prepared by the City of Buckeye.

Bid Due Date and Time: March 17, 2022 at 4:00 PM**Please note, date has been extended**

Last Day for Questions: March 3, 2022 at 5:00 PM

THE FOLLOWING QUESTION WAS ASKED BY VENDORS:

Q1. Is there a project schedule or timeline? What is the anticipated completion date for the library master plan?
A1. The anticipated completion date for the project will be 1 year from the contract award.

Q2. Would you consider extending the deadline on the PPQs considering they were not originally posted on the website with the RFP?
A1. No. All proposal documents must be submitted together as a package. However, we will extend the bid due date to Thursday, March 17, 2022 at 4:00 PM.

The balance of the scope of work and instructions remain the same. Offerors must acknowledge receipt and acceptance of this amendment by returning the entire amendment with Request for Qualifications.

PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS AMENDMENT BY SIGNING THE ATTACHED SOLICITATION AMENDMENT ACKNOWLEDGEMENT.

SOLICITATION AMENDMENT ACKNOWLEDGEMENT

RFP No. 2022036
AMENDMENT NUMBER 3
AMENDMENT ISSUE DATE: March 7, 2022

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

Name of Company: Holly Street Studio

Authorized Signature: _____

Print Name and Title: Diane Jacobs, FAIA | Principal

Date: 10 March 2022

Address: 1319 E Van Buren Street

City, State, Zip Code: Phoenix, AZ 85006

Telephone Number: 602-258-8555

Email Address: diane@hollystreetstudio.com

ATTACHMENTS AS SEPARATE DOCUMENTS ATTACHED

EXHIBIT C

TO

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF BUCKEYE

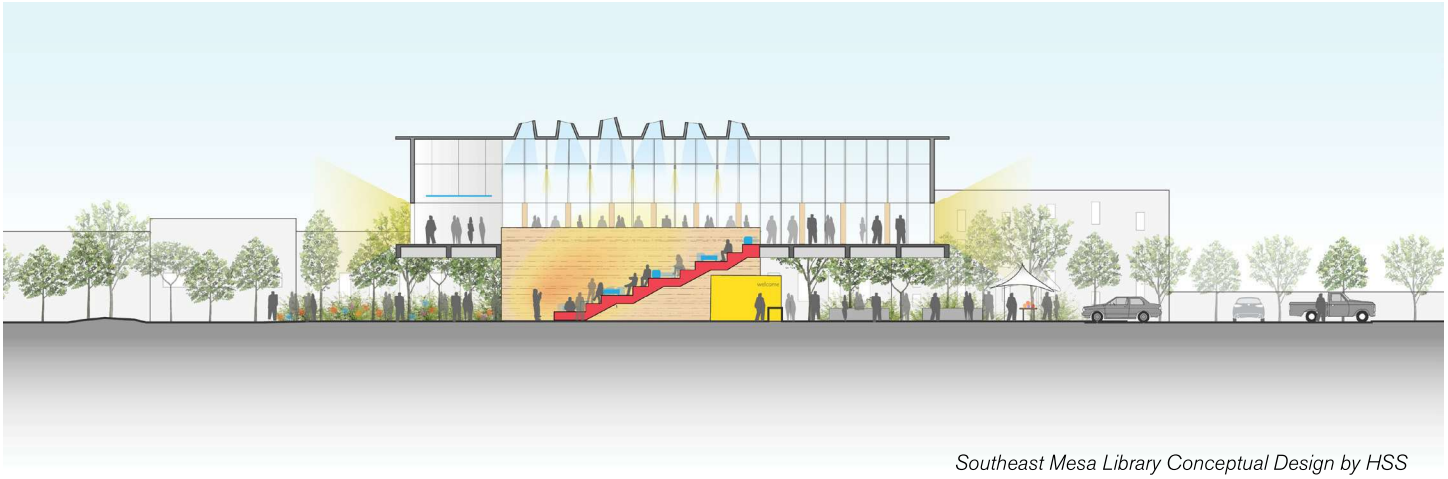
AND

HOLLY STREET STUDIO

[Fee Schedule]

See following pages.

ITEM NO.	DESCRIPTION	COST
1	**PROJECT ADMINISTRATION** Community engagement Staff engagement Facilitate additional Information gathering Deliverables	$58,530
2	**NEEDS ASSESSMENT** Design and implement Community needs Key service areas and goals Review an assess current Library services Identify conditions in the community for potential need Benchmark the Buckeye Public Library system Identify geographic locations not currently served by the library Analyze current users and non-users with recommendation	$41,640
3	**RECOMMENDATION** Naming structure for future libraries Recommendations that integrate value Timeline for implementing the plan Detailed action plans that are manageable Detailed and structured implementation roles Recommendations for related communication and marketing Recommendations for assessing the success and impact of the Plan	$49,810
	Total Proposal Amount:	**$149,980**



Southeast Mesa Library Conceptual Design by HSS

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 05/17/22	**AGENDA ITEM:** 7.E. 2nd Round FY21/22 Catalyst Applicants
DATE PREPARED: 05/17/22	**DISTRICT NO.:** All
STAFF LIAISON: Tennille Hiller, Economic Development Coordinator, thiller@buckeyeaz.gov, (623) 349-6973	
DEPARTMENT: Economic Development	**AGENDA ITEM TYPE:** Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on funding of three recommended Economic Development Catalyst Program requests in the amount of $28,425, plus certain City fees eligible for reimbursement.

RELEVANT GOALS:
GOAL 2: Enhanced Economic Well-Being and Vitality

ADDITIONAL RELEVANT GOALS:
GOAL 3: A Well-Planned Urban Community

SUMMARY

PROJECT DESCRIPTION:
Vested in City Ordinance 31-12, The Economic Development Catalyst Program is intended to promote the rehabilitation of existing commercial, industrial or mixed-use properties by offering up to $50,000 of City funding (per project) toward improvement costs. Commercial, industrial, or mixed-use properties located within the municipal boundaries of the City of Buckeye that are eligible for consideration. These properties must already have applicable zoning or be rezoned before being eligible. The catalyst program is heavily weighted on the applicant's ability to improve their façade, sweat equity / efficiency of work proposed, create jobs or the potential for jobs, expand their business, help advance municipal infrastructure, and / or increase capital investment and retail (TPT) Taxes for Buckeye and will be measured as such. Some of the activities permitted by the program may include: the activities permitted by the program may include:
•Preserving significant historical, architectural or cultural aspects of a building
•Improving the aesthetics of property such as the façade or streetscape
•Landscaping improvements
•Public Parking facilities
•Bringing properties up to current building and development code standards (Exterior)
•Promote commercial redevelopment to add jobs, capital investment, and increase TPT taxes
•Permit fees
•Soft costs (legal, architectural, engineering, etc.)

Over the first 7 years of the Catalyst Program, a total of 34 businesses have been assisted and completed 37 projects, which has helped to improve both the look and economic success of these properties. The Economic Development Catalyst Program reimburses a property owner for pre-approved work completed up to a maximum of $50,000. Applicants are required to provide a twenty-five percent (25%) match for the 1st $25,000 of the requested funds and a fifty percent (50%) match for the 2nd

$25,000 of the requested funds.

Staff worked with many interested parties and collected applications for the deadline of March 11, 2022, then extended the application period for an additional 30 days. The applications received were then discussed with a committee comprised of City staff, members of the Main Street Board and members of Buckeye Valley Chamber to vet the three applications received. The group prioritized the value and Return on Investment of the projects per the intent of the program. Furthermore, consideration was given to allocating the monies to generate the most impact to the City. Of the four applications received, the following three have been recommended for Mayor & Council consideration (in alphabetical order, not by priority). These applicants will be available to present information about their projects.

1.Powers Leavitt Insurance - Project total approx. $20,000, financial request $15,000, Business contribution $5,000. Repair stucco, paint exterior of main building, paint all block walls and storage house.

2.Garden City Daycare - Project total approx. $13,000, financial request $9,750, Business contribution $3,250. Paint exterior building and install new windows and screens.

3.Elks Lodge - Project total approx. $4,900 financial request $3,675, Business contribution $1,225. Repair and paint exterior of building.

BENEFITS:
Generate additional jobs and sales taxes for the City by assisting these businesses through the program. The programs described herein are intended to beautify commercial areas of the City, improve the aesthetic characteristics of the immediate areas.

FUTURE ACTION:
Staff to report on project status / completion on a regular basis if awards are approved.

FINANCIAL IMPACT STATEMENT:
Upon successful completion of these projects the City anticipates additional sales tax revenues.

CURRENT FISCAL YEAR TOTAL COST:
$28,425

BUDGETED:
Yes

FISCAL YEAR:
21/22

FUND/DEPARTMENT:
30701187-520023

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Ordinance 31-12 - Transaction Privilege Tax.pdf
Catalyst Presentation 2nd Round - Property locations.pdf

Powers Levitt Catalyst Application.pdf

Garden City Daycare Application.pdf
Buckeye Elks application.pdf
Economic Development New deck 2nd Round.pdf
Catalyst Presentation 2nd Round.pdf

ORDINANCE NO. 31-12

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF BUCKEYE, ARIZONA, RELATING TO TRANSACTION PRIVILEGE TAX; DESIGNATING AND ALLOCATING A PORTION OF THE REVENUE RECEIVED FROM THE STATE OF ARIZONA DEPARTMENT OF REVENUE FROM TRANSACTION PRIVILEGE TAXES FOR ECONOMIC DEVELOPMENT PURPOSES; PROVIDING DEFINITIONS AND PROCEDURES FOR THAT PORTION OF THE TRANSACTION PRIVILEGE TAX ALLOCATED AND DESIGNATED AS ECONOMIC DEVELOPMENT FUNDS; AND ACKNOWLEDGING, AUTHORIZING AND RATIFYING THE PLEDGE OF EXCISE TAXES FOR FINANCE PURPOSES IN ORDER TO ACHIEVE HIGHER DEBT RATINGS RESULTING IN LOWER DEBT SERVICE COSTS TO THE TOWN; REPEALING ORDINANCE NO. 23-10 EFFECTIVE OCTOBER 1, 2012; REPEALING ORDINANCE NO. 26-10 EFFECTIVE OCTOBER 1, 2012; REPEALING ORDINANCE NO. 28-10 EFFECTIVE OCTOBER 1, 2012; REPEALING ORDINANCE NO. 35-10 EFFECTIVE OCTOBER 1, 2012.

WHEREAS, the Mayor and Council of the Town of Buckeye (the "Town Council") adopted Ordinance No. 23-10 on June 14, 2010 relating to, among other things, a temporary increase in the tax rate for transaction privilege taxes for certain specific business activities and relating to the designation of the additional revenue from the tax increase to be used for public safety services as set forth in Ordinance No. 23-10;

WHEREAS, the Town Council adopted Ordinance No. 26-10 on September 21, 2010 wherein Town Council, among other things, (i) clarified and affirmed the transaction privilege tax rates to be levied on certain specific business activities conducted within the Town of Buckeye, and (ii) set the additional tax rate in Ordinance No. 26-10 to terminate June 30, 2014, and (iii) designated and allocated a portion of the revenue received from the State of Arizona Department of Revenue from the transaction privilege taxes for economic development purposes, all as set forth in Ordinance No. 26-10;

WHEREAS, the Town Council adopted Ordinance No. 28-10 on September 21, 2010 relating to the definitions and uses of the Economic Development Funds in accordance with the requirements of Ordinance No. 26-10;

WHEREAS, with the exception of the transaction privilege tax rate levied on residential occupancy and on rental, leasing, and licensing for use of real property, the Town Council desires to make permanent the transaction privilege tax increase currently set to terminate June 30, 2014;

WHEREAS, the Town Council desires to clarify and affirm the transaction privilege tax rates to be levied on certain specific business activities conducted within the Town of Buckeye;

WHEREAS, to assist in the creation or retention of jobs or to otherwise improve or enhance the economic welfare of the residents of the Town of Buckeye, the Town Council

desires to designate and allocate a portion of the revenue received from the State of Arizona Department of Revenue from the transaction privilege taxes for economic development purposes;

WHEREAS, the Town Council adopted Ordinance No. 35-10 on November 16, 2010 to clearly state its intent to allow the pledging and liening of its transaction privilege taxes and, through Ordinance No. 35-10 acknowledged, authorized and ratified the pledge of excise taxes for finance purposes in order for the Town to achieve higher debt ratings resulting in lower debt service costs to the Town;

WHEREAS, notwithstanding any allocation or designation to a specific purpose, the Town Council desires to clarify and affirm that transaction privilege tax revenues will be available at any time to pledge or lien as security for and serve as a source of payment for any bond, obligation, lease, purchase agreement, trust agreement or other contract or agreement;

WHEREAS, the pledge by the Town of its transaction privilege taxes is a common and widely used form of municipal finance;

WHEREAS, as a result of the pledge of its transaction privilege taxes the Town is able to obtain better ratings of its finance instruments from national rating agencies, which higher ratings result in lower interest costs and lower debt service costs;

WHEREAS, the Town has previously pledged its transaction privilege taxes in connection with past capital financings and intends to do so in the future;

WHEREAS, the Town desires to clearly state its intent to allow the pledging and liening of its transaction privilege taxes through the adoption of this Ordinance, notwithstanding any terms or provisions of any other ordinance, resolution or agreement of the Town; and

WHEREAS, effective October 1, 2012, the Town Council desires to repeal Ordinance No. 23-10, Ordinance No. 26-10, Ordinance No. 28-10, and Ordinance No. 35-10.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BUCKEYE, ARIZONA, as follows:

Section 1. The foregoing recitals are incorporated as if fully set forth herein.

Section 2. The current transaction privilege tax rates, and the transaction privilege tax rates effective as of October 1, 2012 for the Town of Buckeye and the specific business activities on which the transaction privilege tax rates are to be levied are as set forth in **Exhibit A** attached hereto and incorporated herein by this reference.

Section 3. Subject to the following provisions of this Section 3, six and one-quarter percent (6.25%) of the revenue currently received from the State of Arizona Department of Revenue and the revenue received from the State of Arizona Department of Revenue on or after July 1, 2012 from the transaction privilege taxes levied as approved in Section 2 and Exhibit A of this Ordinance may be designated and allocated as Economic Development Funds. For Fiscal Year 2012-2013 and all fiscal years thereafter, such Economic Development Funds may be used

for economic development purposes and for economic development projects as defined by Ordinance of the Town Council as may be amended from time to time. The revenue received from the State of Arizona Department of Revenue from the transaction privilege taxes levied as approved in Section 2 and Exhibit A of this Ordinance that may be designated and allocated as Economic Development Funds shall be limited to six and one-quarter percent (6.25%) of the revenues that are received from the first two percent (2%) transaction privilege tax levied on the business activities set forth on Exhibit A attached hereto, **EXCEPT** telecommunication services. Any designation and allocation of transaction privilege tax revenue received as Economic Development Funds shall be subject to budget requirements and Town Council approval.

Section 4. For the purposes of this Ordinance, "Economic Development Fund(s)" shall mean only those funds received and held by the Town pursuant to Section 3 of this Ordinance, as such Section may be amended from time to time. Economic Development Funds are public monies and shall be segregated from other monies of the Town. Nothing contained herein shall prevent or prohibit the Town from pledging, encumbering or granting a security interest in all or part of the Town's transaction privilege taxes, including but not limited to, Economic Development Funds, for any public purpose.

Section 5. Economic Development Funds shall be used for public purposes as permitted by law and this Ordinance and may be paid, spent, allocated, loaned, granted, or otherwise used by the Town Council, in its sole and absolute discretion, for Economic Development Purposes for areas located within or benefitting the annexed Buckeye Municipal Planning Area (the "Buckeye MPA").

Section 6. For purposes of this Ordinance, Economic Development Projects shall mean any construction, acquisition, planned expenditure or other activity related to or accomplishing a specific Economic Development Purpose.

Section 7. For purposes of this Ordinance, Economic Development Purposes shall mean those public purposes as determined by the Town Council from time to time, in its sole and absolute discretion, which enhance the general health, safety and welfare of the Buckeye MPA, including, but not limited to, the following:

(a) Qualitative Economic Development Projects;

(b) Enhanced Town services;

(c) Elimination or removal of nuisances, dilapidated buildings or facilities;

(d) Enhanced or additional parking, lighting, pedestrian walkways, landscaping, open spaces or streetscapes;

(e) Theme or public signage and restoration or improving building facades needed to accomplish a public purpose such as to eliminate slum or blight conditions;

(f) Improving public infrastructure, including, but not limited to, water and sewer systems and streets;

(g) Relocation of utilities;

(h) Marketing and other professional services focusing on economic, commercial, employment and recreational activities or opportunities all of which accomplish a public purpose;

(i) Acquisition of land or other interests in property necessary for Economic Development Projects;

(j) Retention of professional services or personnel related to Economic Development Projects; and

(k) Such other lawful expenditures related to enhancing economic development in the Buckeye MPA.

Section 8. The Town Manager, or authorized designee, shall establish application guidelines and procedures and shall prepare application forms to be utilized by the Town or any person or entity applying for Economic Development Funds.

Section 9. The Town Manager may submit to the Town Council, on the Town's behalf, requests for Economic Development Funds for the payment of the reasonable costs of one or more Economic Development Projects which will be directly managed, controlled, supervised or performed by the Town.

Section 10. Requests by a party other than the Town Manager for Economic Development Funds shall be submitted in writing to the Town Manager, or authorized designee, and shall be in substantial compliance with the requirements of the application guidelines and procedures established by the Town. The Town Manager or authorized designee shall review such requests and, upon the Town Manager's determination that the written application is in substantial compliance with the Town requirements, will forward a recommendation for approval or rejection to the Town Council. The Town Council may approve, reject or modify, in its sole and absolute discretion, any request for Economic Development Funds.

Section 11. The Town Manager, or authorized designee, may submit proposed Economic Development Projects that further the purpose of this Ordinance through the annual budget process and/or other times as necessary.

Section 12. Notwithstanding any terms or provisions of any ordinance, resolution or agreement of the Town of Buckeye, or any appropriation, allocation, designation or commitment of the Town's transaction privilege taxes, the Town acting through the Town Manager, the Town Finance Department or their designees, may pledge, encumber or grant an interest in all or part of the Town's transaction privilege taxes and other revenues included in the definition of "excise taxes" in the applicable finance documents, including but not limited to, State shared sales and income taxes and State revenue sharing collected and allocated or apportioned fines, forfeitures, license and permit fees, franchise fees, other transaction privilege, excise and business taxes, bed

and rental taxes, as security for payment of any bond, obligation, lease, purchase agreement, trust agreement or other contract or agreement.

Section 13. Any pledge, encumbrance or grant of security interest of the Town's excise tax made, including but not limited to the Town's Excise Tax Revenue Refunding Obligation, Series 2010 and three loans from the Greater Arizona Development Authority, shall constitute a first lien on such excise taxes.

Section 14. The Town Council, on September 20, 2011, adopted Ordinance No. 30-11, which among other things, adopted the Town of Buckeye Tax Code (the "Tax Code") and, through Ordinance No. 30-11, the Tax Code was inserted into the Town Code of the Town of Buckeye, Arizona (the "Town Code") as a new Chapter 13, Tax Code. The intent of inserting the new Chapter 13, Tax Code, into the Town Code was to renumber the tax code provisions contained in another chapter of the Town Code; there was no intent to set or change transaction privilege tax rates in adopting Chapter 13 or to create any conflict or inconsistencies with the transaction privilege tax rates adopted in Ordinance No. 26-10 on September 21, 2010. Therefore, the Town Council hereby ratifies and confirms, up to October 1, 2012, those transaction privilege tax rates adopted by Town Council in Ordinance No. 26-10.

Section 15. Ordinance No. 23-10 is repealed in its entirety effective October 1, 2012.

Section 16. Ordinance No. 26-10 is repealed in its entirety effective October 1, 2012.

Section 17. Ordinance No. 28-10 is repealed in its entirety effective October 1, 2012.

Section 18. Ordinance No. 35-10 is repealed in its entirety effective October 1, 2012.

Section 19. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision of portion hereof shall be deemed separate, distinct, and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 20. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

PASSED AND ADOPTED by the Town Council of the Town of Buckeye, Arizona, this 4th day of June, 2012.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Jackie A. Meck, Mayor

ATTEST:

Lucinda J. Aja, Town Clerk

APPROVED AS TO FORM:

Scott W. Ruby, Town Attorney

EXHIBIT A
TO
ORDINANCE NO. 31-12

[Table setting forth transaction privilege tax rates for the Town of Buckeye and the specific business activities on which the tax rates are to be levied]

(See following page.)

TOWN OF BUCKEYE TRANSACTION PRIVILEGE TAX TABLE (Exhibit "A")

Section	Business Activities	Current Tax Rate [1]	Tax Rate Effective 10/01/2012 [1]
13-405	Advertising.	3%	3%
13-410	Amusements, exhibitions, and similar activities.	3%	3%
13-415	Construction contracting: construction contractors.	3%	3%
13-416	Construction contracting: speculative builders.	3%	3%
13-417	Construction contracting: owner-builders who are not speculative builders.	3%	3%
13-420	Feed at wholesale.	3%	3%
13-425	Job printing.	3%	3%
13-427	Manufactured buildings.	3%	3%
13-430	Timbering and other extraction.	3%	3%
13-432	Mining.	3%	3%
13-435	Publishing and periodicals distribution.	3%	3%
13-440	Rental occupancy.	3%	2%
13-444	Hotels.	3%	3%
13-445	Rental, leasing, and licensing for use of real property.	3%	2%
13-450	Rental, leasing and licensing for use of tangible personal property.	3%	3%
13-455	Restaurants and Bars.	3%	3%
13-460	Retail sales: measure of tax; burden of proof; exclusions.	3%	3%
13-470	Telecommunication services.	4%	4%
13-475	Transporting for hire.	3%	3%
13-480	Utility services.	3%	3%

[1] The revenue currently received, and received on or after July 1, 2012, from the State of Arizona Department of Revenue from the transaction privilege taxes levied as approved in Section 2 and Exhibit A of this Ordinance that may be designated and allocated as Economic Development Funds shall be limited to six and one-quarter percent (6.25%) of the revenues that are received from the first two percent (2%) transaction privilege tax levied on the business activities set forth on this Table **EXCEPT** telecommunication services. Any designation and allocation of transaction privilege tax revenue received as Economic Development Funds shall be subject to budget requirements and Town Council approval. **(For exact text, see Ordinance No. 31-12 adopted June 4, 2012.)**

Project Locations

1. Powers Levitt Insurance – 111 E Monroe Ave.
2. Garden City Daycare – 406 N 1st
3. Elks Lodge – 109 N 5th St.

Project Locations

City of Buckeye

Economic Development Catalyst Program Application Program Year 21-22

Applicant/Business Name: Powers Leavitt Inc

Property/Building Owner: JAY BROADBENT BROADBENT Leavitt LLC

Project Address/Location: 111 E Monroe

Current Zoning District:

Parcel Number(s):

Year Purchased:

Year Built: 2007

Name of Tenant: Same

Lease Expiration Date:

Total Anticipated Budget: 20,000

Total Anticipated Financial Request: 15,000

Will this project require any City permits? ___ Yes X No

Please describe:

(For permit information, please contact the City of Buckeye at (623) 349-6200)

If you are not the building owner, do you have permission from the building owner to make the described improvements? ___ Yes ___ No

Estimated start date 4/15/22

Estimated completion date 5/15/22

Applicant Name: JAY BROADBENT	Contractor: A Call Painting
Company/Business: Powers Leavitt Inc	Company:
COB Business License Number: 000339-06-2016	AZ/Buckeye License Number: 602 422 3248 K
Phone: 602 881 9111 Fax:	Phone: Fax:
E-mail: jay-broadbent@leavitt.com	E-mail:
Address: 111 E Monroe	Address: 12577 S 12th Ave
City: Buckeye State: AZ Zip: 85326	City: Goodyear State: AZ Zip: 85338

Economic Development Department

530 E. Monroe Avenue, Buckeye AZ 85326 Phone 623.349.6973 growbuckeye.com

*Site Plan may be required

City of Buckeye

Project Narrative: (provide additional sheets as needed)

Stucco Repair & complete painting main building, Paint full block wall and storage house. Replace missing and damaged landscaping

Description of Work: (provide additional sheets as needed)

Same

Economic Development Department
530 E. Monroe Avenue, Buckeye AZ 85326 Phone 623.349.6973 growbuckeye.com

City of Buckeye

BUDGET
(anticipated; including soft costs, hard costs and in-kind labor if applicable)

ACTIVITY	ESTIMATED COST
Painting / Power washing / Repair	21500
Landscaping	500
Removing & Reinstalling lights on top of building	$ 500
Any Permits	$ 1500
	$
	$
	$
	$
	$
	$
	$
	$
TOTAL ANTICIPATED AWARD:	$ 24,000

PLEASE ATTACH THREE (3) COMPARABLE WRITTEN BIDS FOR THE PROJECT
(Bids for grant requests less than $4,999 not required but are encouraged)

Economic Development Department
530 E. Monroe Avenue, Buckeye AZ 85326 Phone 623.349.6973 growbuckeye.com

City of Buckeye

PLEASE ATTACH A 8.5" X 10" (or smaller) COLOR PICTURE OF EXISTING BUILDING/PROPERTY:

Economic Development Department
530 E. Monroe Avenue, Buckeye AZ 85326 Phone 623.349.6973 growbuckeye.com

BUCKEYE, AZ
GROW BUCKEYE

City of Buckeye
Economic Development
Catalyst Program Application

The City of Buckeye will review all Applications. Awards are approved at the sole discretion of the Mayor and City Council.

I, JAY BROADBENT, hereby make an Application to the City of Buckeye for the Economic Development Catalyst Program Award in the anticipated amount of $20,000. I understand that the City must approve my Application. I further understand that these monies are NOT GUARANTEED and if I fail to meet any of the rules, regulations, or guidelines outlined in the Economic Development Catalyst Program Process Guide, I forfeit the right to receive reimbursement for any and all work performed on my property. If approved, I understand that all work performed must comply with all City of Buckeye Building and Development Codes, as amended.

Applicant Signature — Date: 3/10/22

Property Owner Signature — Date: 3/10/22

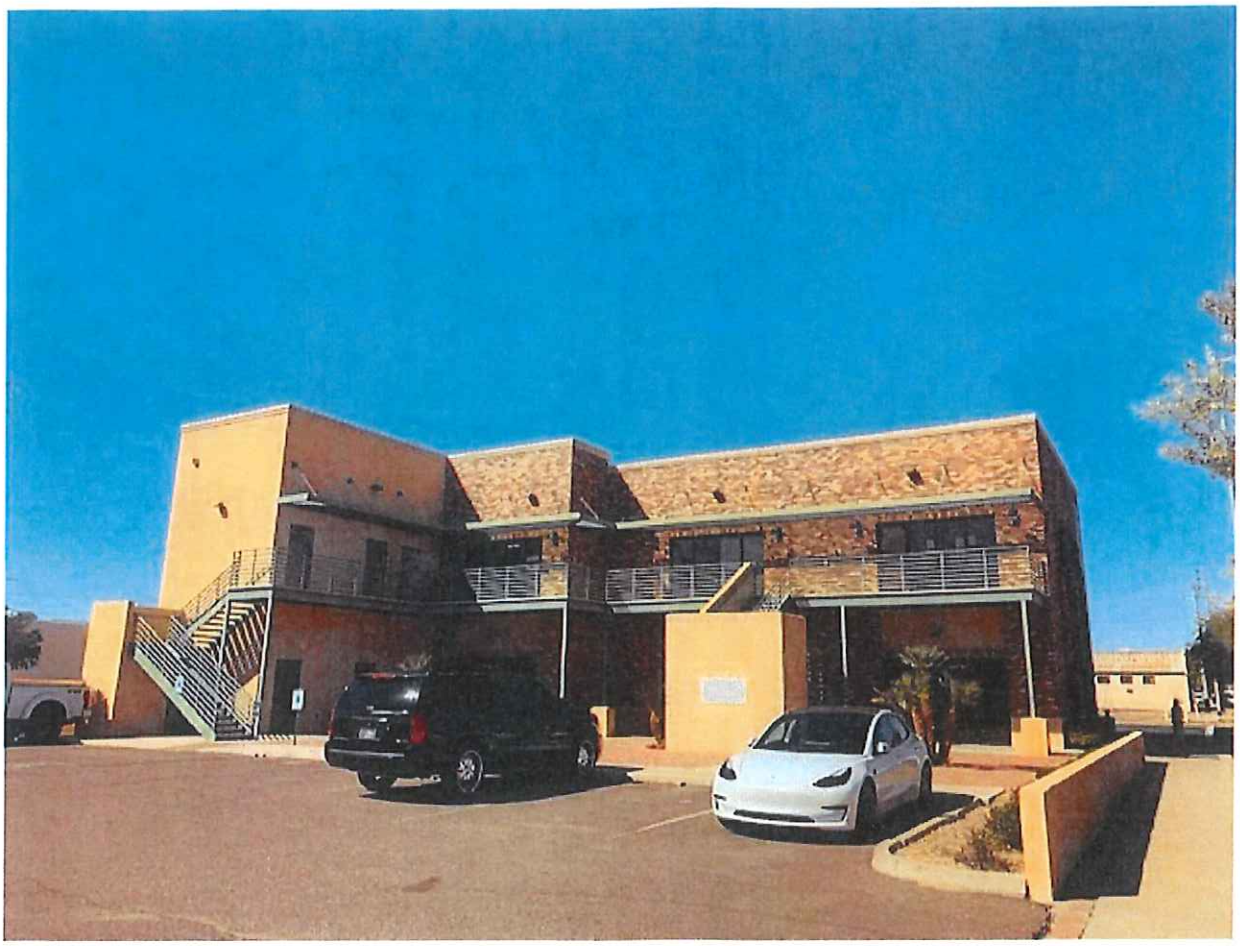
Please return the completed Application to:

City of Buckeye
530 East Monroe Avenue
Buckeye, AZ 85326

Phone: (623) 349-6973
thiller@buckeyeaz.gov

Jay Broadbent

From: Jay Broadbent
Sent: Wednesday, March 9, 2022 2:45 PM
To: Jay Broadbent



Sent from my iPhone

A-Call Painting
12577 S 176Ave
AZ 85338
AZ ROC 302765

Estimate

Date	Estimate #
2/23/2022	3250

Name / Address	Project
Powers and Leavitt 111 East Monroe Ave Buckeye AZ 85326	111 East Monroe Ave Buckeye AZ 85326

P.O. No.

Description	Qty	Rate	Total
Power wash both buildings ,perimeter walls and all metal doors	11,575	0.10	1,157.50
Prep, Mask and protect all Non-Paint surfaces	11,575	0.15	1,736.25
Spray and roll all stucco and wood bodies with SW A-100 Flat finish Paint	11,575	1.00	11,575.00
Spray and roll all trims with A-100 Satin finish Paint	11,575	0.20	2,315.00
Spray all metal doors and green metal with SW DTM Metal finish Paint Satin. (excluded wrought Iron Railings)	11,575	0.25	2,893.75
Cleanup & dispose of all debris daily		0.00	0.00

Thank you for considering A-Call Painting.
Let us know so we can schedule

Total $19,677.50

Phone #
6024223648

Estimate
03/28/2022

Halloway Painting
Brian Holloway
(602) 931-9703

111 E. Monroe Ave
Buckeye, AZ
85326

- Power wash, Spray and roll paint
- Small house, perimeter walls, 2 story building, Exclude All brick, remove Xmass lights and put back up Xmas lights, Using Dunn Edwards Paint.

Total

$23,487.00

Estes Painting 623-414-0535

Estimate For Powers + Leavitt Ins
111 EAST MONROE AVE Buckeye Az

Power wash building, perimeter walls, small House
Spray and Roll all stucco, spray all metal doors
Spray all trim
Remove Lights and put Back up after
complete

Clean up and dispose of all trash Daily

$ 22,000

BUCKEYE, AZ
GROW BUCKEYE

City of Buckeye
Economic Development
Catalyst Program Application Program Year 21-22

Applicant/Business Name: Garden City Child Development Center Property/Building Owner: Gene Paroggi

Project Address/Location: 406 N. 1st St

Current Zoning District: CC Parcel Number(s): 400-20-111, 1-400-20-112-8

Year Purchased: 2019 Year Built: 1989

Name of Tenant: Victoria Miller Lease Expiration Date: July 2024

Total Anticipated Budget: ~~17,500~~ 12,620 ↑ 13,000

Total Anticipated Financial Request: ~~15,128.75~~ 9465 ↑ 10,000

Will this project require any City permits? ____Yes X No

Please describe: ____

(For permit information, please contact the City of Buckeye at (623) 349-6200)

If you are not the building owner, do you have permission from the building owner to make the described improvements? ____Yes ____No

Estimated start date 4-1-22

Estimated completion date 4-31-22

Applicant Name: Victoria Miller

Company/Business: Garden City C.D.C.

COB Business License Number: 16208

Phone: 623-386-2246 Fax: 623-230-5986

E-mail: admin@gardencitycdc.com

Address: 406 N. 1st

City: Buckeye State: AZ Zip: 85376

Contractor: ____

Company: ____

AZ/Buckeye License Number: ____

Phone: ____ Fax: ____

E-mail: ____

Address: ____

City: ____ State: ____ Zip: ____

Economic Development Department
530 E. Monroe Avenue, Buckeye AZ 85326 Phone 623.349.6973 growbuckeye.com

*Site Plan may be required

BUCKEYE, AZ
GROW BUCKEYE

City of Buckeye
Economic Development
Catalyst Program Application

Project Narrative: (provide additional sheets as needed)

The purpose of this grant proposal is to make this part of historic Buckeye more welcoming to potential businesses and clients coming into the area. First impressions are very important, and Garden City sits on a part of Miller Rd. that is currently that is run down and depressed. While significant improvements have been made around town, this part of Buckeye is still struggling. New awnings have replaced the torn awnings @ no expense warranty by Buckeye Business. New painting will brighten up the building and the place welcoming to the neighborhood, new windows & better insulation, Repair on parking lot for safety reasons and Handicap Parking. **Description of Work:** (provide additional sheets as needed)

- Replace old windows with new insulated Energy sufficient windows, help to keep down cost of Electricity, help with keeping the children cool in the summer and warm in the winter. New screens will protect the windows & steel frame sun keeps.

Upgrading the pavement with improvement will help the insurance cost down from accidents to the children, parents, potential clients and staff from tripping on the cracks and falling providing wheel chair spaces for disabled.

The front of the building is facing from the sun and could use some fresh painting to the center panels out with appealing look of mine, that looks like a great place to take my child.

Economic Development Department
530 E. Monroe Avenue, Buckeye AZ 85326 Phone 623.349.6973 growbuckeye.com

BUCKEYE, AZ
GROW BUCKEYE

City of Buckeye
Economic Development
Catalyst Program Application

BUDGET
(anticipated; including soft costs, hard costs and in-kind labor if applicable)

ACTIVITY	ESTIMATED COST
Example: Landscaping, bushes, trees	$550.00
Outside Building Painting	$ 3,300
	$
Replacement of Windows & Screens	$ 9,324
	$
Paving of Parking Lot. filling cracks.	$ ~~4,880~~
	$
	$
	$
	$
	$
	$ 9,465 10,000
TOTAL ANTICIPATED AWARD:	$ ~~13,128.75~~

PLEASE ATTACH THREE (3) COMPARABLE WRITTEN BIDS FOR THE PROJECT
(Bids for grant requests less than $4,999 not required but are encouraged)

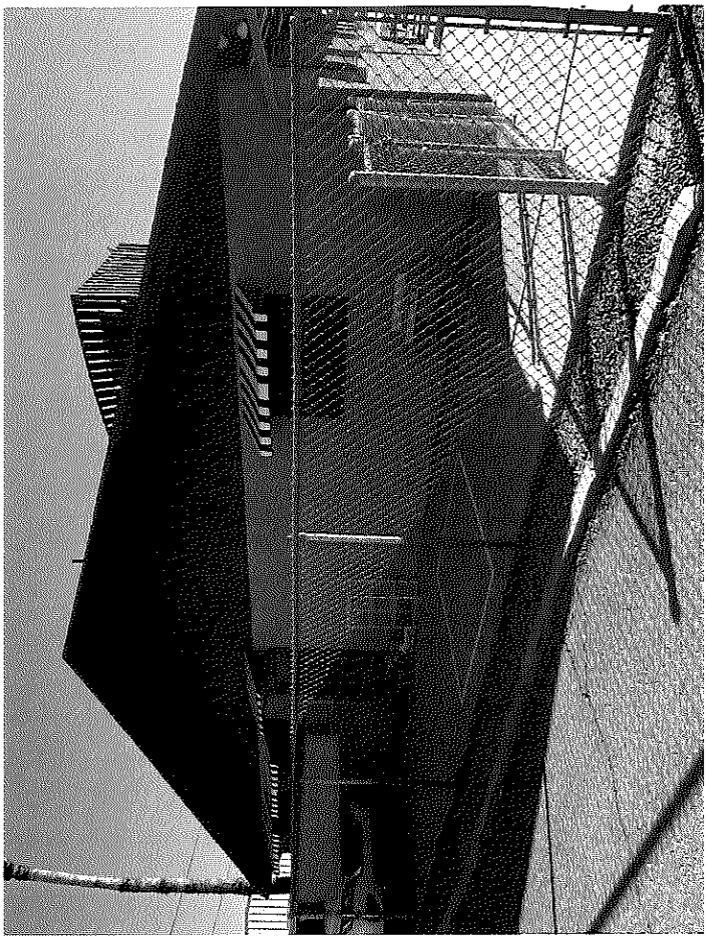
Economic Development Department
530 E. Monroe Avenue, Buckeye AZ 85326 Phone 623.349.6973 growbuckeye.com

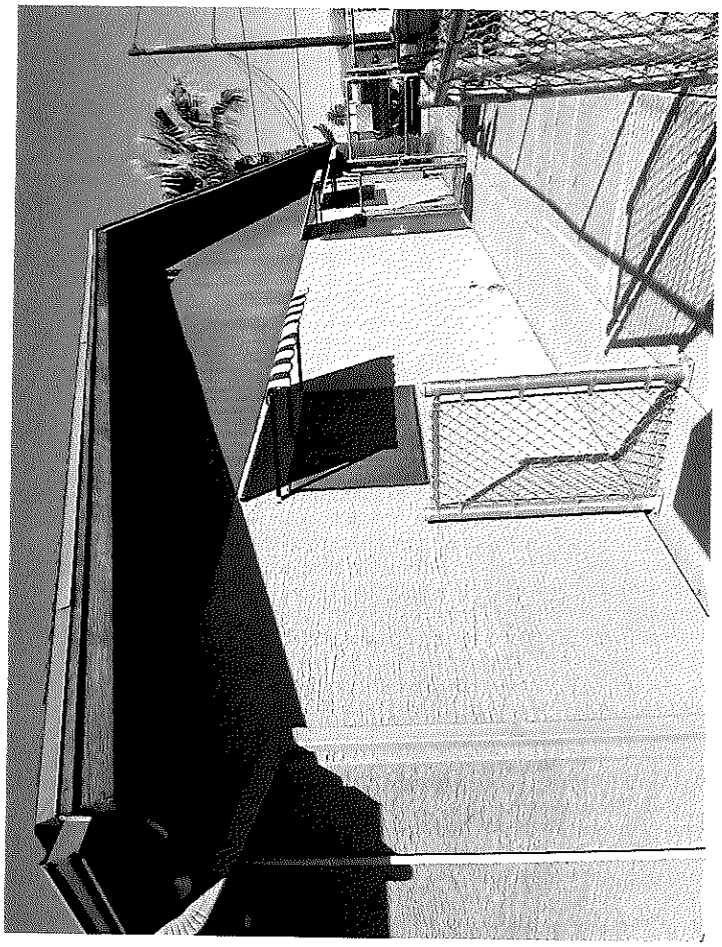
BUCKEYE, AZ
GROW BUCKEYE

City of Buckeye
Economic Development
Catalyst Program Application

PLEASE ATTACH A 8.5" X 10" (or smaller) **COLOR PICTURE OF EXISTING BUILDING/PROPERTY:**

Economic Development Department
530 E. Monroe Avenue, Buckeye AZ 85326 Phone 623.349.6973 growbuckeye.com





BUCKEYE, AZ
GROW BUCKEYE

City of Buckeye
Economic Development Catalyst Program Application

The City of Buckeye will review all Applications. Awards are approved at the sole discretion of the Mayor and City Council.

I, Victoria Miller, hereby make an Application to the City of Buckeye for the Economic Development Catalyst Program Award in the anticipated amount of $~~15,128.75~~ $9465.00. I understand that the City must approve my Application. I further understand that these monies are NOT GUARANTEED and if I fail to meet any of the rules, regulations, or guidelines outlined in the Economic Development Catalyst Program Process Guide, I forfeit the right to receive reimbursement for any and all work performed on my property. If approved, I understand that all work performed must comply with all City of Buckeye Building and Development Codes, as amended.

Victoria Miller — Applicant Signature — 3-10-22 — Date

Eugene E Pomaggi — Property Owner Signature — 2/24/22 — Date

Please return the completed Application to:

City of Buckeye
530 East Monroe Avenue
Buckeye, AZ 85326

Phone: (623) 349-6973
thiller@buckeyeaz.gov

Description of work-

Thank you for the opportunity. We are please to quote as follows:

- Apply new exterior paint on Pre-school at 406 N. 1st st. Buckeye Az.
- All surface prep work to included

1. power wash entire exterior of building
2. Repair all minor Stucco damage (softball size or smaller)
3. Fill in all cracking on Facia with Elastomeric caulking
4. Seal all siding joints with caulking

- Apply 2 finishing coats with the colors of your choice
- Colors to be determined
- Pricing is for 2 colors - Body / trim (Eggshell sheen)
- Apply " Direct to metal " paint with semi-gloss finish on doors and metal casing
- Supply of all paint , labor , and workmanship

Total - $4,116.85

Payment terms –

50% deposit required to start work
50% Balance due upon completion

Note: Estimate is valid for 15 days from being sent.
March 1 , 2022

We Trust that you will find our quote satisfactory and we look forward to working with you. Please contact us should you have any questions at all.

--

Jeffrey Liggera
Director of Field operations
Buckeye Painting LLC.
C: 480-410-9787
O: 602-348-2502
ROC : 326124

Estimate

George Vazquez
+16026534164
elegancepaintingco@outlook.com
https://www.elegancepaintingcoaz.com/

ESTIMATE NO.	191	ISSUE DATE	2/24/2022	VALID UNTIL	3/27/2022

FROM
Elegance Painting Co LLC
20998 W Hamilton St
Buckeye AZ 85396
United States

FOR
Victoria Miller
406 N 1st St
Buckeye AZ 85326
United States

Hello Victoria,

DESCRIPTION	AMOUNT ($)
Exterior Painting - Completely pressure wash the entire building - Repair all stucco, cracks and chips Including texture to avoid road maps - Scrape any loose paint - Seal the foundation after scraping to prevent future peeling - Fill in joints where needed - Seal around windows and doors where needed to protect building from bugs and/or water from entering - All paint labor and materials Included - All doors are included - We will be applying 2 coats of paint to ensure longevity of paint job - Paint method used will be vertical and horizontal coatings to ensure all pores are completely covered - A final walk through will be done with customer as soon as project is completed to ensure 100% customer satisfaction.	3,300.00

Options

#1. Treat the fascia/sidings all around with smooth to create protection layer and fill in small cracks on wood-$300

#2. Paint the gutters-$300

Options are not Included in total price must be added on top.

This job will also come with a 6 year warranty on any blistering or peeling. We will be using Sherwin Williams Superpaint (paint & primer in one) and Sherwin Williams gives a lifetime warranty on peeling and blistering. If you have any questions please let me know thank you !

Total (USD): $3,300.00

Check us out on Google and Facebook. We are honored to say we are a 5-star rated company, check out more of our reviews on our Google page. Our company does require half of total amount upfront to book a spot on our schedule. Thank you for your understanding. We also like to leave some extra paint for our customers to be able use down the road. Thank you for your time I hope to hear from you soon!

Forms of payment-check, zelle or link to pay with card with fee

759

Issued by, signature:

Ideal Pro Painting
Stopping Friday 2/25 @ 10-1130
(623) 414-8118

Garden City Day Care
Exterior Paint

Full Exterior Paint
$7,720

Total covers paint & materials,
stucco wall and
wood on Roof top.

High Desert Glass

Rick

14 Sunscreens: 1,400.00

15 windows: 8,625.00

101025

762

Golden Arrow Glass,LLC.
20913 W Granada Rd
AZ US
+1 6023390904
goldenarrowglassCO@gmail.com

Estimate

ADDRESS	SHIP TO		
Golden Arrow Glass 602 339 0904 20913 W Granada Rd Buckeye, AZ, 85396	Garden City Child Care 623 386 2246 406 N 1st St Buckeye, AZ 85326	ESTIMATE DATE	406 02/22/2022

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
02/22/2022	Complete Window	56 1/2 x 33 retro fitted XO white vinyl Lowe/Clear windows to be replaced	14	580.00	8,120.00T

SUBTOTAL	8,120.00
TAX	755.16
TOTAL	**$8,875.16**

+ $450.00

to add in long thin window next to door

Accepted By

Accepted Date

-12 week out

92.25

763

Golden Arrow Glass,LLC.
20913 W Granada Rd
AZ US
+1 6023390904
goldenarrowglassCO@gmail.com

Estimate

ADDRESS	SHIP TO		
Golden Arrow Glass 602 339 0904 20913 W Granada Rd Buckeye, AZ, 85396	Garden City Child Care 623 386 2246 406 N 1st st Buckeye, AZ 85326	ESTIMATE DATE	407 02/28/2022

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
02/25/2022	Sun Screen	57 x 34 white frame 90% black screen	14	121.00	1,694.00T

SUBTOTAL	1,694.00
TAX	157.54
TOTAL	**$1,851.54**

Accepted By

Accepted Date

Dosh
11/16

Century Glass & Mirror

307 E. Monroe Ave.
Buckeye, AZ 85326
623-444-6204

Garden City Child Development Center
406 N. 1st St.
Buckeye, AZ 85326
Amanda McDonald
623-386-2246

Estimate:	02252022
Date:	February 25, 2022
Written by:	Rick
	623-824-9693
Re:	Windows
Terms:	Payment in Advance

Qty.	Description		Total
14	Window Sliders		$ 6,274.00
	- Flush finn, clay (color), lowe glass, insect screens, QuickTrim		
	* Need to do a final measure before ordering		
	INSTALLED		
	TOTAL		***$ 6,274.00***

6976

+$602.00 For thin window next to door.

BUCKEYE, AZ
GROW BUCKEYE

City of Buckeye
Economic Development
Catalyst Program Application Program Year 21-22

Applicant/Business Name: Buckeye Elks 2666 Property/Building Owner: Same

Project Address/Location: 109 N 5th St

Current Zoning District: Parcel Number(s): 400 21 166

Year Purchased: 2003 Year Built:

Name of Tenant: n/a Lease Expiration Date: n/a

Total Anticipated Budget: $4900

Total Anticipated Financial Request: $3275

Will this project require any City permits? ____Yes X No

Please describe:

(For permit information, please contact the City of Buckeye at (623) 349-6200)

If you are not the building owner, do you have permission from the building owner to make the described improvements? ____Yes ____No

Estimated start date 4/15

Estimated completion date 5/15

Applicant Name: Leatha Jimenez

Company/Business: Buckeye Elks 2682

COB Business License Number:

Phone: 623 330 1779 Fax:

E-mail: leathamc@yahoo.com

Address: 109 N 5th St

City: Buckeye State: AZ Zip: 85326

Contractor: J & C Construction

Company: Jesse Dennis

AZ/Buckeye License Number:

Phone: 602 540 0127 Fax:

E-mail: jesse.dennisjr@gmail.com

Address: 7440 S Jackrabbit Tr

City: Buckeye State: AZ Zip: 85326

Economic Development Department

530 E. Monroe Avenue, Buckeye AZ 85326 Phone 623.349.6973 growbuckeye.com

*Site Plan may be required

BUCKEYE, AZ
GROW BUCKEYE

City of Buckeye
Economic Development
Catalyst Program Application

Project Narrative: (provide additional sheets as needed)

our lodge is a prominent facility in downtown Buckeye steps away from the city Hall. We take great pride in knowing our facility represents the City, our members and the services we provide to the public. As a result, we would like to paint the exterior of our facility to ensure it is aesthetically pleasing and that it is protected from the elements.

Description of Work: (provide additional sheets as needed)

The exterior of both our buildings and our pony wall will be painted. The first building is where our and the public gather. The second building houses our kitchen which allows us to cook for our members and for public events that we host. The color of the paint will be similar to the current color and aesthetically pleasing.

BUCKEYE, AZ
GROW BUCKEYE

City of Buckeye
Economic Development
Catalyst Program Application

BUDGET
(anticipated; including soft costs, hard costs and in-kind labor if applicable)

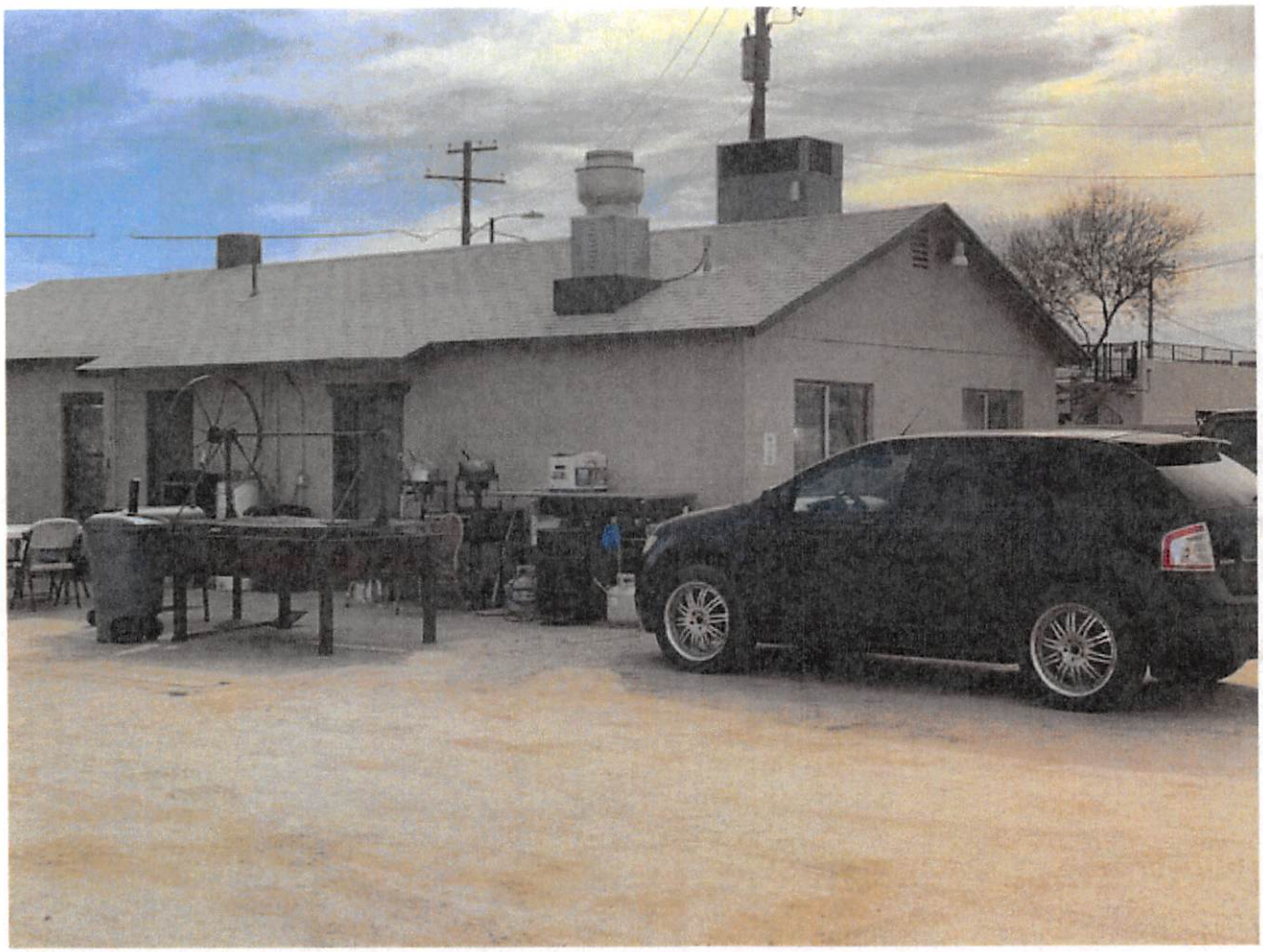
ACTIVITY	ESTIMATED COST
Power wash, repair the exterior of 2 buildings	$ 4900
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
TOTAL ANTICIPATED AWARD:	$ 4900

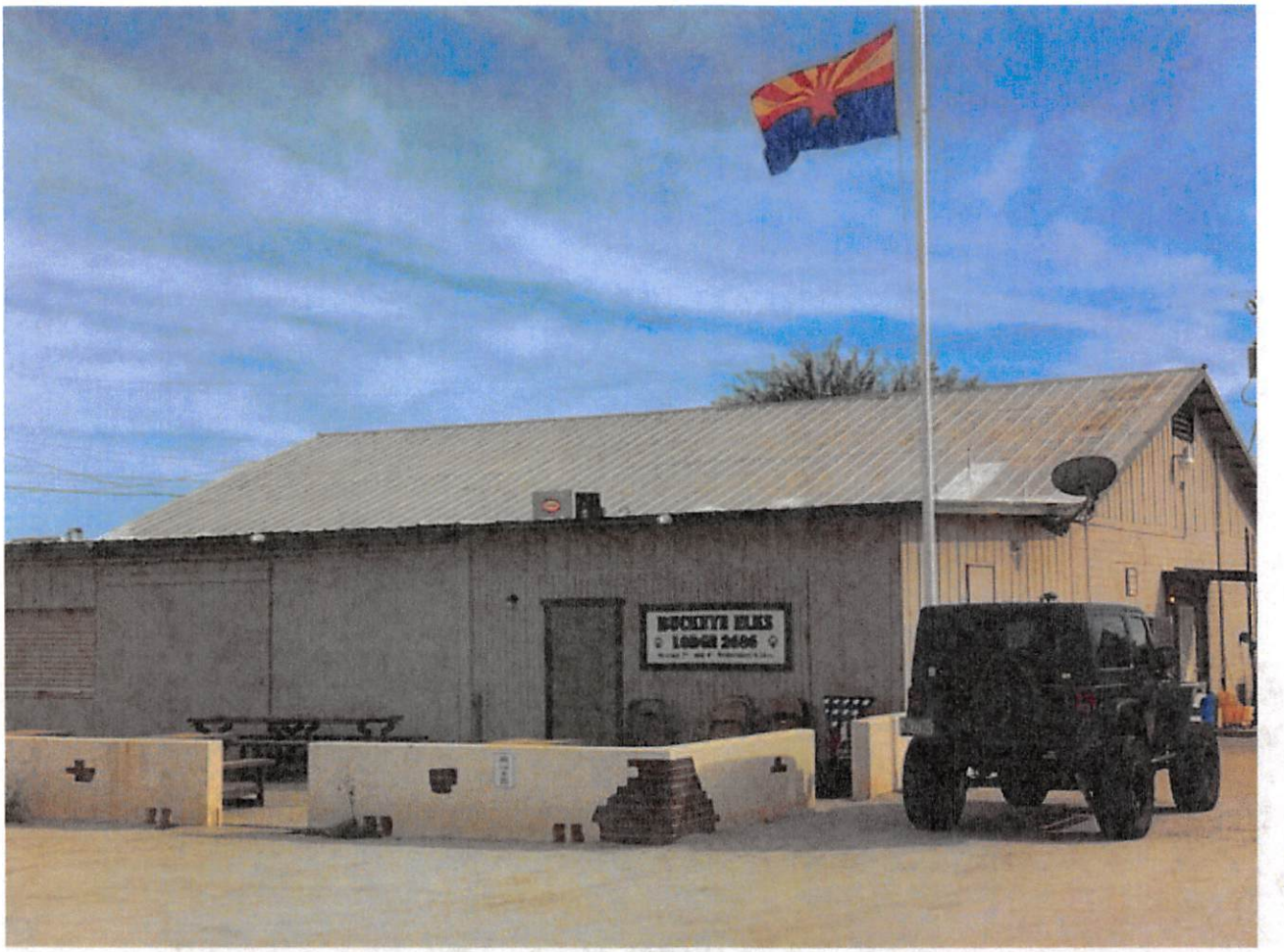
PLEASE ATTACH THREE (3) COMPARABLE WRITTEN BIDS FOR THE PROJECT
(Bids for grant requests less than $4,999 not required but are encouraged)

Economic Development Department
530 E. Monroe Avenue, Buckeye AZ 85326 Phone 623.349.6973 growbuckeye.com

Jay Broadbent

From: Jay Broadbent
Sent: Sunday, March 13, 2022 3:50 PM
To: Jay Broadbent





Sent from my iPhone

BUCKEYE, AZ
GROW BUCKEYE

City of Buckeye
Economic Development
Catalyst Program Application

The City of Buckeye will review all Applications. Awards are approved at the sole discretion of the Mayor and City Council.

I, JAY BROADBENT, hereby make an Application to the City of Buckeye for the Economic Development Catalyst Program Award in the anticipated amount of $ 3675. I understand that the City must approve my Application. I further understand that these monies are NOT GUARANTEED and if I fail to meet any of the rules, regulations, or guidelines outlined in the Economic Development Catalyst Program Process Guide, I forfeit the right to receive reimbursement for any and all work performed on my property. If approved, I understand that all work performed must comply with all City of Buckeye Building and Development Codes, as amended.

Applicant Signature — Date: 3/10/22

Property Owner Signature — Date: 3/10/22

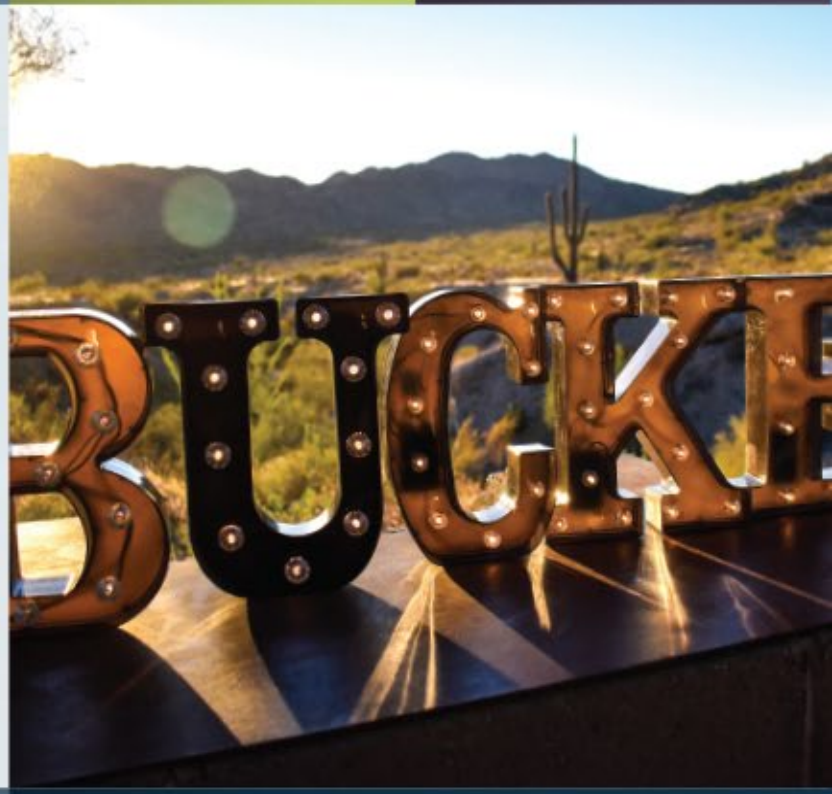
Please return the completed Application to:

City of Buckeye
530 East Monroe Avenue
Buckeye, AZ 85326

Phone: (623) 349-6973
thiller@buckeyeaz.gov

Economic Development Catalyst Program

05/17/2022



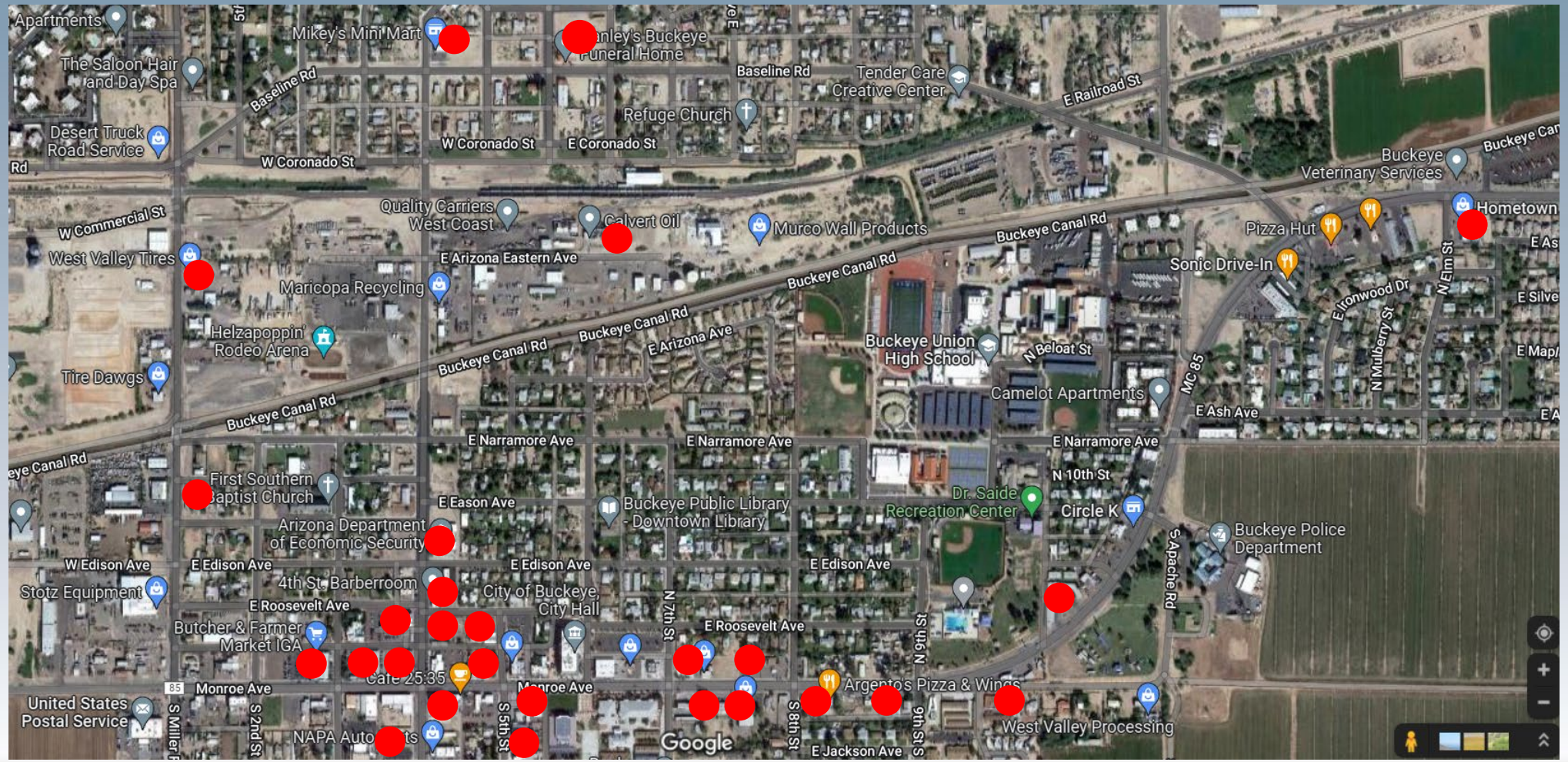
BUCKEYE, AZ

buckeyeaz.gov

Catalyst Program

- In the 8th year of the program, 2nd round this fiscal year
- Designed to promote the rehabilitation of existing commercial properties while serving a public purpose
- Offers grants of up to $50,000 for eligible improvements; each project must provide a match of 25-50%
- The total budget this year $250,000, available funds for 2nd round is $171,000
- RFP issued in March, we received 4 responses, our evaluation panel recommended 3 projects

37 Completed Projects



Projects

2014/2015
- Buckeye Funeral Home
- Buckeye Valley News
- Carnecería
- La Placita
- Millstone Cafe
- Ranchero's Rodeo
- True Value

2015/2016
- Buckeye Elks Lodge
- Buckeye Main Street Coalition
- Buckeye Motor Hotel
- EZ Barber
- Liquor Corral
- Mikey's Mini Mart

2016/2017
- 2 Amigos Auto Repair
- Adelanta Healthcare
- Cactus Insurance
- Millstone Café
- National Bank of Arizona
- Salvador's Restaurant
- West Valley Tire
- To The Limit Printing

2017/2018
- Buckeye Main Street Coalition
- Café 25:35
- Buckeye Equestrian Center
- Snap Fitness
- Team KJ – Odyssey Admin Bldg.
- Mikey's Mini Mart – withdrew

2018/2019
- Snap Fitness
- Bootleg Botanicals
- Polar Ice Plaza -- withdrew
- Motor Vehicle of Buckeye -- withdrew
- Adelante Medical Center

2019/2020
- Ranchouse Motel
- Cactus Insurance
- Zarco Building
- Shell Gas Station – underway

2020/2021
- IGA
- American Legion (1st round)
- American Legion (2nd project) - underway
- ServePro – underway
- B Bar G
- Odyssey School – High School
- Odyssey School – Elementary School

2021/22022
- Calvert Oil - underway
- Alatrash Investments - underway

5

Project Updates & Return of Investment

- **Bootleg Botanicals:** Completed project.
- **Odyssey Schools (2):** Landscape projects complete
- **American Legion:** Continues to work on side patio & doors
- **ServePro:** Complete exterior remodel, building improvements continue
- **Sombero Gas Station:** façade improvements
- **Calvert Oil:** Painting project
- **Alatrash Investments:** Parking lot improvements

- $670,000 paid to qualifying businesses
- $1.68 million in community investment
- **ROI – 1:2.5 --** For every $1 of City investment in the program we are receiving about $2.50 in return in new investment in the community.

Example: Before and After

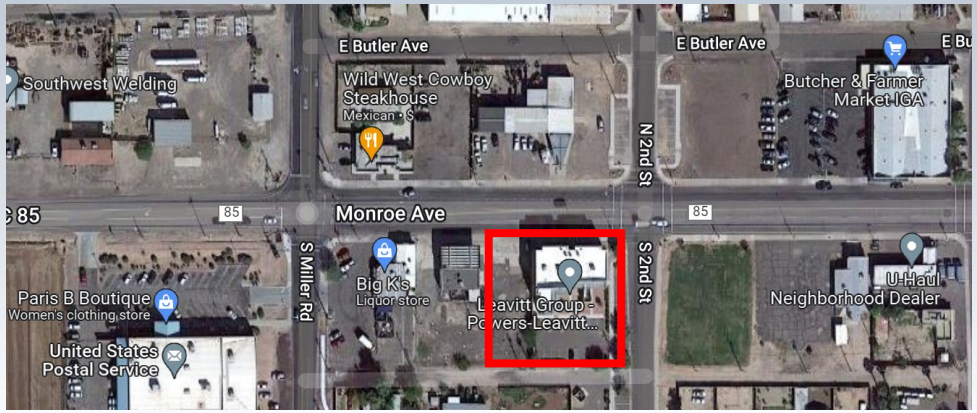
Former Ice House

Bootleg Botanicals

*Bootleg Botanicals – Project total approx. $300,000, Award $36,048

Proposal #1: Powers Levitt Insurance

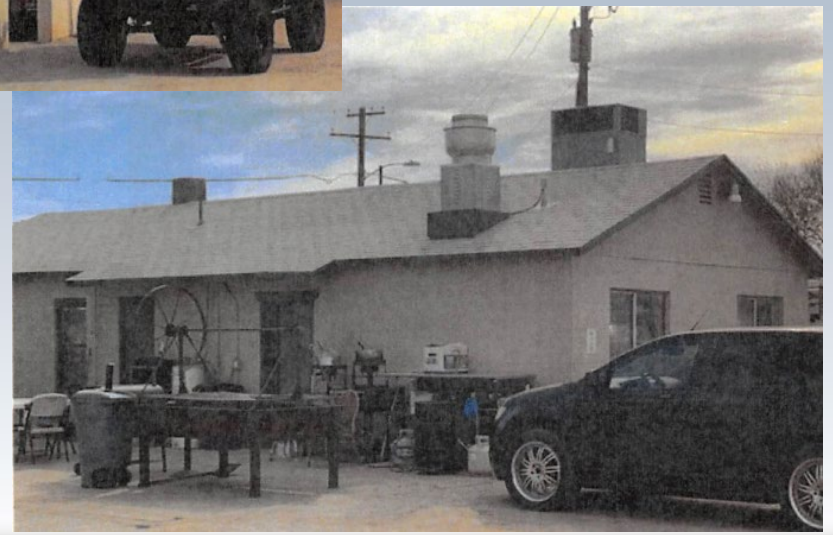
- Repair stucco
- Paint exterior of building
- Paint block walls
- Paint storage building
- Replace missing landscape
- $20,000 Project, $15,000 financial request, $5,000 business contribution



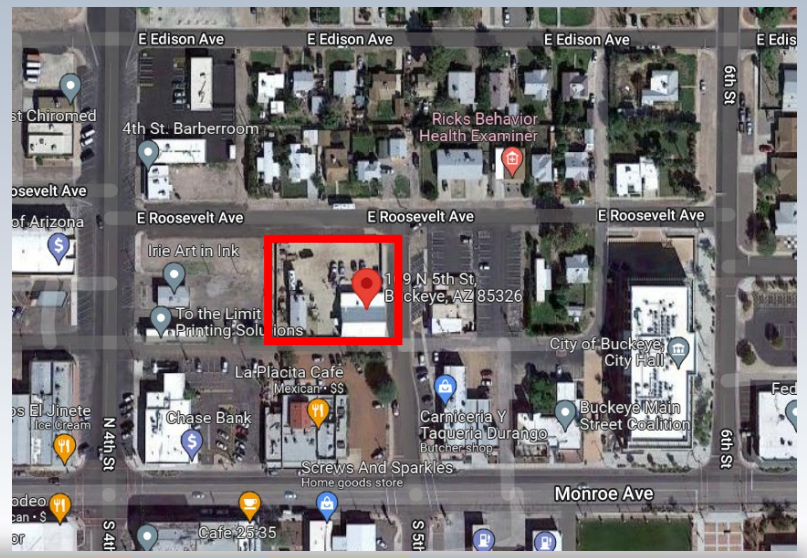
Proposal #2: Garden City Daycare

- Paint exterior building
- Install new windows and screens
- $13,000 Project, $9,750 financial request, $3,250 business contribution

Proposal #3: Buckeye Elks Lodge



- Clean, repair and paint exterior of 2 buildings
- Paint pony wall in front of main building
- Paint exterior building
- Install new windows and screens
- $4,900 Project, $3,675 financial request, $1,225 business contribution



Program Summary

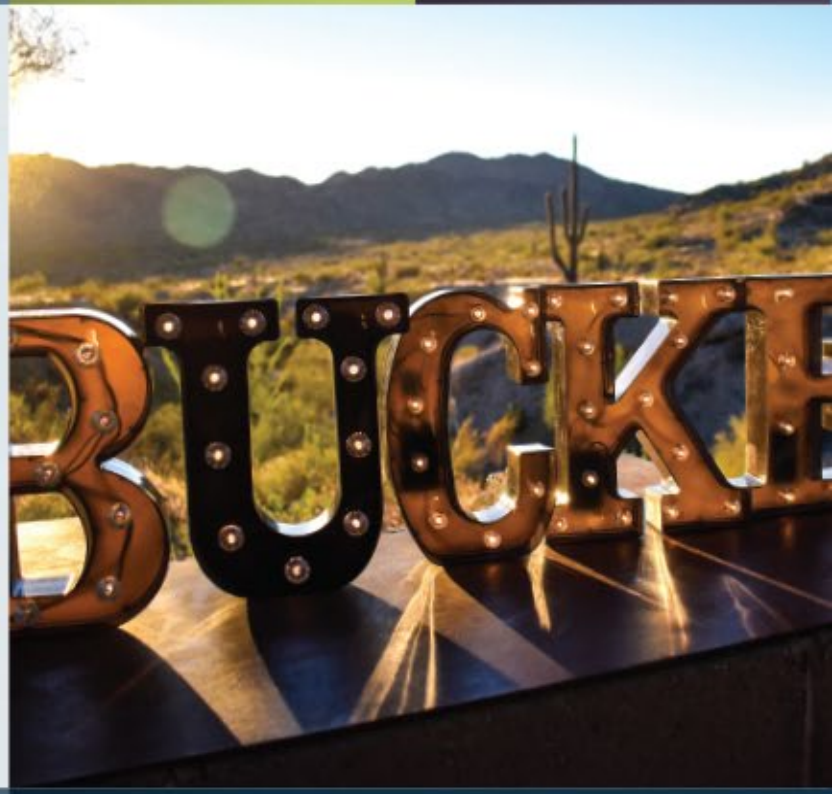
- The Catalyst program has successfully helped to improve the older areas of the community.
- Over the past 8 years the City investment of $670,000 has helped to generate over $1.68 million in new investment.
- Staff recommends approval of the 3 projects noted in the total amount of $28,425.
- This coming July/August we anticipate going out for another round of request for proposals.

Questions?

Tennille Hiller
Economic Development Coordinator
thiller@buckeyeaz.gov
623-349-6973

Economic Development Catalyst Program

05/17/2022



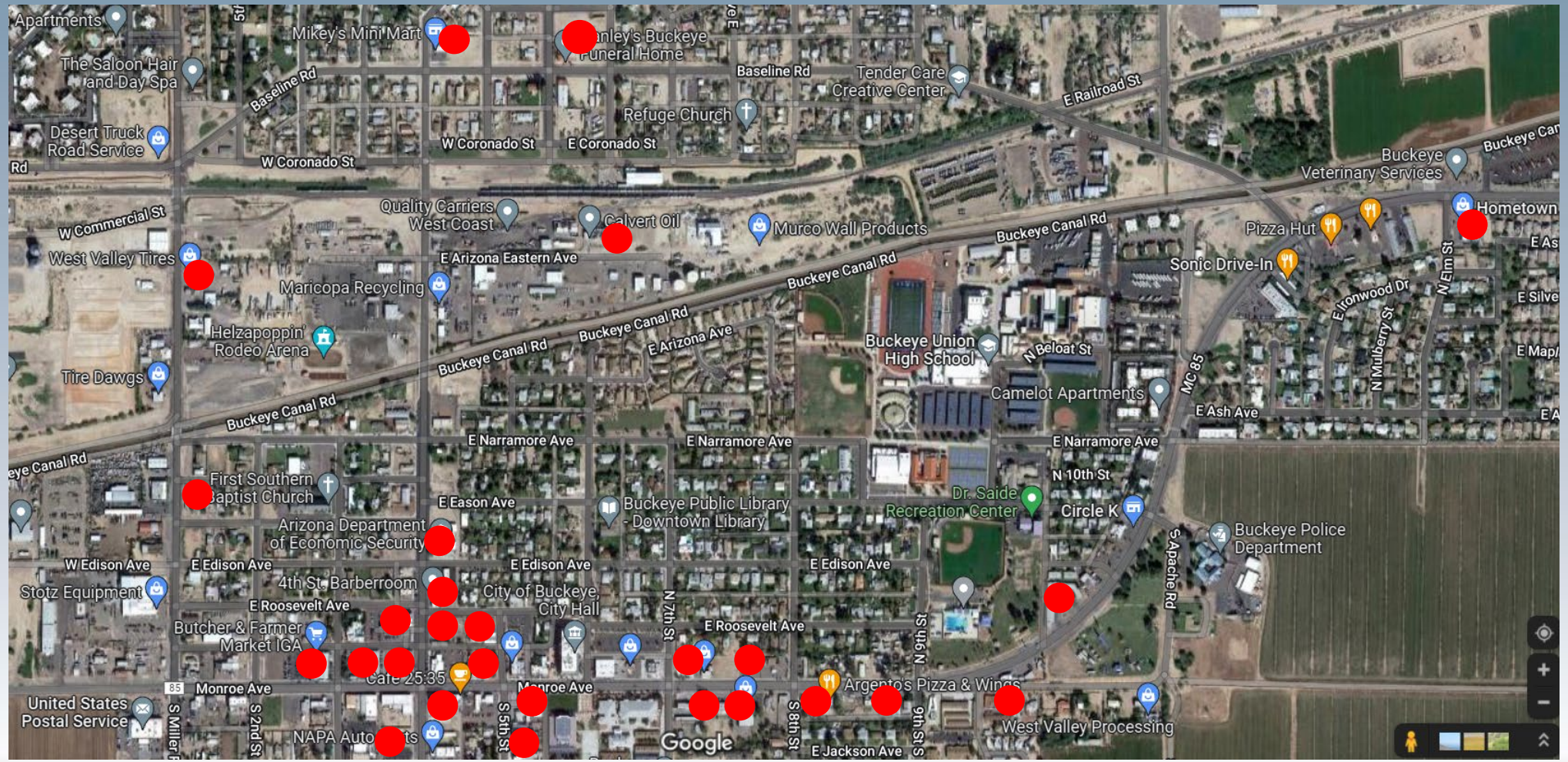
BUCKEYE, AZ

buckeyeaz.gov

Catalyst Program

- In the 8th year of the program, 2nd round this fiscal year
- Designed to promote the rehabilitation of existing commercial properties while serving a public purpose
- Offers grants of up to $50,000 for eligible improvements; each project must provide a match of 25-50%
- The total budget this year $250,000, available funds for 2nd round is $171,000
- RFP issued in March, we received 4 responses, our evaluation panel recommended 3 projects

37 Completed Projects



Projects

2014/2015
- Buckeye Funeral Home
- Buckeye Valley News
- Carnecería
- La Placita
- Millstone Cafe
- Ranchero's Rodeo
- True Value

2015/2016
- Buckeye Elks Lodge
- Buckeye Main Street Coalition
- Buckeye Motor Hotel
- EZ Barber
- Liquor Corral
- Mikey's Mini Mart

2016/2017
- 2 Amigos Auto Repair
- Adelanta Healthcare
- Cactus Insurance
- Millstone Café
- National Bank of Arizona
- Salvador's Restaurant
- West Valley Tire
- To The Limit Printing

2017/2018
- Buckeye Main Street Coalition
- Café 25:35
- Buckeye Equestrian Center
- Snap Fitness
- Team KJ – Odyssey Admin Bldg.
- Mikey's Mini Mart – withdrew

2018/2019
- Snap Fitness
- Bootleg Botanicals
- Polar Ice Plaza -- withdrew
- Motor Vehicle of Buckeye -- withdrew
- Adelante Medical Center

2019/2020
- Ranchouse Motel
- Cactus Insurance
- Zarco Building
- Shell Gas Station – underway

2020/2021
- IGA
- American Legion (1st round)
- American Legion (2nd project) - underway
- ServePro – underway
- B Bar G
- Odyssey School – High School
- Odyssey School – Elementary School

2021/22022
- Calvert Oil - underway
- Alatrash Investments - underway

5

Project Updates & Return of Investment

- **Bootleg Botanicals:** Completed project.
- **Odyssey Schools (2):** Landscape projects complete
- **American Legion:** Continues to work on side patio & doors
- **ServePro:** Complete exterior remodel, building improvements continue
- **Sombero Gas Station:** façade improvements
- **Calvert Oil:** Painting project
- **Alatrash Investments:** Parking lot improvements

- $670,000 paid to qualifying businesses
- $1.68 million in community investment
- **ROI – 1:2.5 --** For every $1 of City investment in the program we are receiving about $2.50 in return in new investment in the community.

Example: Before and After

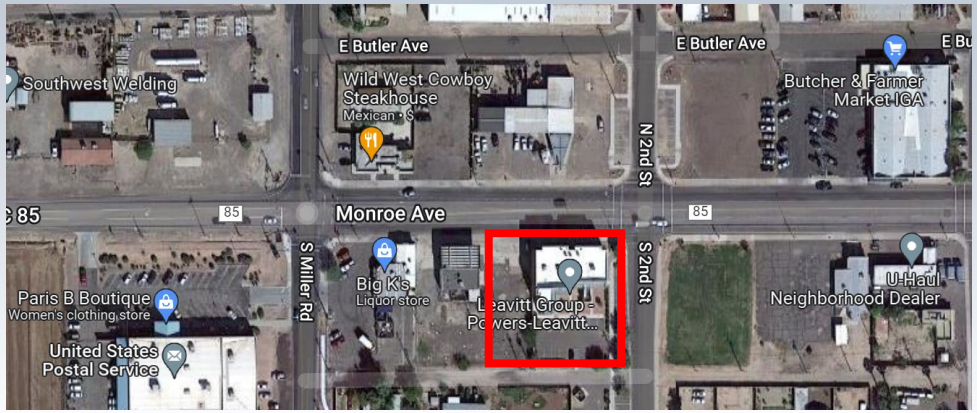
Former Ice House

Bootleg Botanicals

*Bootleg Botanicals – Project total approx. $300,000, Award $36,048

Proposal #1: Powers Levitt Insurance

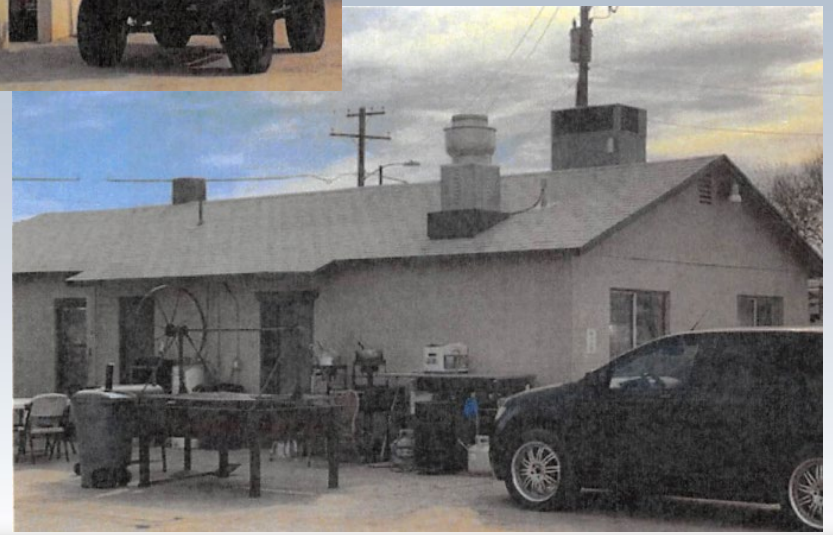
- Repair stucco
- Paint exterior of building
- Paint block walls
- Paint storage building
- Replace missing landscape
- $20,000 Project, $15,000 financial request, $5,000 business contribution



Proposal #2: Garden City Daycare

- Paint exterior building
- Install new windows and screens
- $13,000 Project, $9,750 financial request, $3,250 business contribution

Proposal #3: Buckeye Elks Lodge



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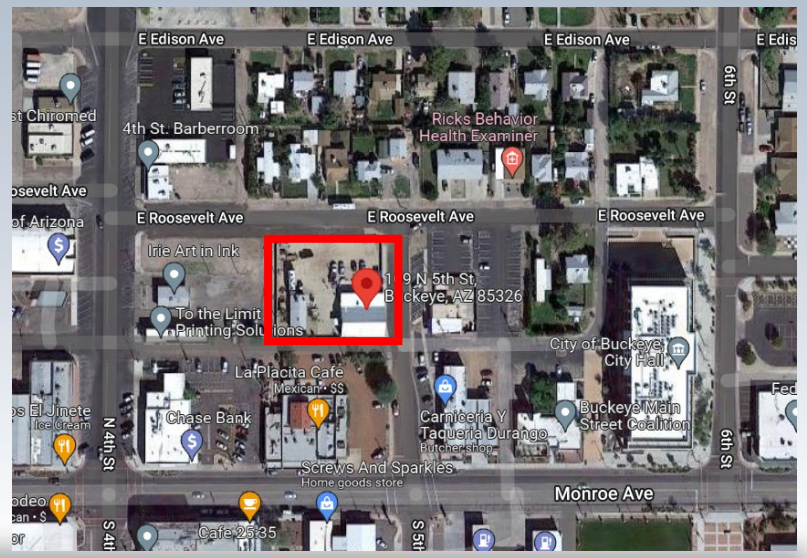


Program Summary

- Staff recommends approval of the 3 projects noted in the total amount of $28,425.
- This coming July/August we anticipate going out for another round of request for proposals.

Questions?

Tennille Hiller
Economic Development Coordinator
thiller@buckeyeaz.gov
623-349-6973

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 05/17/22	**AGENDA ITEM:** 7.F. Classification and Compensation Study
DATE PREPARED: 05/17/22	**DISTRICT NO.:**
STAFF LIAISON: Nancy Love, Human Resources Director, nlove@buckeyeaz.gov, (623) 349-6255	
DEPARTMENT: Human Resources	**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 approving the proposed Exempt, Non-exempt, and Sworn Police Salary Structures, which were developed based on the comprehensive classification and compensation study by Segal Consulting and set at the 65th percentile of the City's comparator organizations, and the 2022 Classification and Compensation Study Implementation Strategy for the Exempt, Non-Exempt, and Sworn Police Salary Structures, all in the form on file in the Office of the City Clerk, with each salary structure having an effective date of December 26, 2021.

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

SUMMARY

PROJECT DESCRIPTION:

On February 16, 2021 Council approved entering into an agreement with Segal Consulting to conduct a comprehensive classification and compensation study. The study was projected to be completed at the end of February 2022 with implementation in the spring of 2022.

The purpose of the study was twofold. The first being to ensure employees are placed in appropriate position classifications based on the scope of work they are performing. The second to determine the market value of each job based on responsibilities and complexities of the work performed. As part of the process the study also took into consideration internal equity and pay compression concerns, external pay competitiveness, recruitment and retentior priorities, as well as demonstrating good stewardship of our financial resources.

A comprehensive classification and compensation study broadly has two components – classification and compensation. Components of the project included:

1. Project initiation and compensation philosophy development
    - Meet with City management, department directors and an employee group to develop a compensation philosophy.
2. Compensation architecture and job structure design
    - Develop a job description questionnaire (JDQ) used to capture the work each employee is doing.
    - Train employees on completing the JDQ.
    - Analyze information provided in JDQ's.
    - Develop a recommended classification structure.
    - Individual position assignments in new classifications and structure.
3. Market assessment and salary structure design

    - Develop compensation strategy and methodology.
    - Identify benchmark jobs.
    - Identify comparable employers and other data sources.
    - Collect and analyze market data.
    - Develop salary structure(s).
    - Recommend pay grade assignments.
4. Recommendations and report development
    - Develop pay administration guidelines.
    - Determine cost impact.
    - Recommend implementation strategy.

On April 19, 2022 the following items were presented and discussed, as part of the Final Report presented by Segal and staff, to Council during a Council Workshop.

- Study Background
    - An overview of the project objectives.
- Classification Study Overview
    - Based on information obtained from the JDQ's, Segal recommended 23 job families. Job families allow the City to group jobs based on similar responsibilities and can be beneficial in demonstrating potential career progression opportunities to employees.
- Compensation Study Overview
    - The compensation analysis focused on base rates of pay excluding overtime and supplemental or additional pay.
- Segal collected pay range data (minimum, midpoint, and maximum base pay rate for a job) from 9 local municipalities and Maricopa County. The Maricopa County data was used for library positions only. The 9 cities and towns used for comparison were: Avondale, Glendale, Goodyear, Peoria, Phoenix, Scottsdale, Surprise, Tempe and Queen Creek. This peer group represents those organizations where we typically compete for talent, provide similar services to their residents, and in some cases, have or are experiencing rapid growth.
- Segal supplemented the peer group data with published compensation data to serve as a proxy for private sector market data. The published sources used were: CompAnalyst, PayFactors and Economic Research Institute.
- In order to attract and retain top talent, it is important the City's compensation structure be competitive with our peer organizations, while being mindful of the implications employee pay has on the financial health of the City. With these elements in mind, as well as information obtained from City management, department directors and the employee group, Segal targeted our compensation competitiveness by placing the City as a percentage of the market 65th Or approximately 3rd or 4th highest among our peer cities, based on the midpoint of the pay range.
- Using the criteria stated above, and after a thorough analysis of the information provided by our peer group and where applicable, the private sector data, Segal found that the City's base pay, on an overall basis, is competitive to the market, however, competitiveness levels vary by peer organizations.
- Recommendations
    - Revise Exempt and Non-Exempt Salary Structure for the following reasons:
        - Accommodates the market data and can be easily adjusted when the market changes.
        - Utilizes best practices for salary structure design (i.e. consistent midpoint differentials).
        - Brings salary band minimum above the living wage for Maricopa County.
    - Our current salary structure has 24 pay bands, with varying midpoint differentials and range spread.
        - Recommended salary structure has 15 pay bands, consistent midpoint differentials and range spread. On average the recommended salary structure pay bands are 100.4% competitive to the local jurisdiction market 65th

- Police Salary Structure
    - Current structure depicts a step structure, however, is used as an open range.
    - Differential between steps and range width vary by position and are not consistent.
    - Proposed structure maintains the current 9 steps, has a consistent step differential of 4.75% and a range spread of 45%.
    - Step progression is based on time in service.
- Implementation Approach
    - Several factors were evaluated when developing the approach to placing current employees into the new structure. Those factors included:
        - Cost implications of implementation.
        - Retention and internal equity.
        - Perceived fairness of study implementation across the organization.
    - Based on the above factors, the Compa Ratio implementation approach is being recommended. Simply stated, Compa Ratio is an employee's current rate of pay in relationship to the midpoint of their pay range. If an employee is being paid 5% above their current pay range midpoint, they will be placed 5% above their new pay range midpoint. When placing sworn police employees into the new pay ranges, years of service to the City may be taken into account.
    - It is important to note: based on internal equity there may be situations where an employee is not placed in the exact same location in the new pay structure.

In recognition of our employee's dedication to serving the citizens of Buckeye, staff is recommending the study findings be implemented effective December 26, 2021. $1,000,000.00 was budgeted in the FY22 budget for implementation of the study results. The anticipated cost utilizing a December 26, 2021 effective date will not exceed the $1,000,000.00.

Approximately 123 employees are currently at the maximum of their current pay range. Many will remain at the maximum of their new pay range, presuming the salary structures are approved as recommended.

When an employee is at the maximum of their pay range, they are not eligible for Council approved annual merit increases. To recognize those employees who are at the maximum of the pay range, and who would otherwise be eligible for an annual merit increase, staff will be presenting to Council, at a later date, a revision to our current merit increase policy. The revision will allow employees, who meet the requirements to receive an annual merit increase, when such an increase is approved by Council, to receive a lump sum payment equal to the annual amount of the merit increase.

In conclusion, staff is seeking approval of the proposed exempt, non-exempt and police salary structures, the implementation strategy, and the implementation effective date of Dec. 26, 2021.

BENEFITS:
The completion and implementation of a classification and compensation study supports in our recruitment and retention of top talent to serve the citizens of Buckeye.

FUTURE ACTION:
Employees will be placed in the new salary structure with an effective date of December 26, 2021.

FINANCIAL IMPACT STATEMENT:
Implementation of the classification and compensation study will not exceed $1,000,000.00 in FY22.

CURRENT FISCAL YEAR TOTAL COST:
$1,000,000.00 was budgeted in the FY22 budget to cover the cost of implementation.

BUDGETED:
Yes

FISCAL YEAR:
FY22

FUND/DEPARTMENT:
Various

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

ATTACHMENTS:

Implementation Strategy Document - Exempt Non-Exempt and Police.docx
Salary Structure For Council Approval.pdf
5.16 Salary Structure Police for Council Approval Revised Item 7F.pdf

City of Buckeye
2022 Classification and Compensation Study Implementation Strategy

Exempt, Non-Exempt, and Sworn Police Salary Structures

Employees will be placed in the new Council-approved pay ranges by utilizing the compa-ratio approach. This approach places an employee within the new range corresponding to the employee's job classification, based on the employee's relationship to the midpoint of the employee's current pay range. For example, if an employee is currently paid 5% above the midpoint of the current pay range, that employee will be placed 5% above the midpoint of the new pay range. When placing sworn police employees into the new pay ranges, years of service to the City may be taken into account.

After placement under the compa-ratio approach, adjustments may be authorized on a limited, case-by-case basis, as necessary to address compression and internal equity concerns. These situations will be documented and any such adjustment will require the approval of the Human Resources Director, the Department Director, and the City Manager or designee.

Proposed Exempt & Non-Exempt Salary Structure			
Salary Band	**Minimum**	**Midpoint**	**Maximum**
1	$33,200	$41,500	$49,800
2	$36,600	$45,700	$54,900
3	$40,200	$50,300	$60,300
4	$44,200	$55,300	$66,300
5	$48,600	$60,800	$72,900
6	$53,500	$66,900	$80,300
7	$58,900	$73,600	$88,400
8	$64,800	$81,000	$97,200
9	$71,300	$89,100	$107,000
10	$78,400	$98,000	$117,600
11	$86,200	$107,800	$129,300
12	$94,900	$118,600	$142,400
13	$104,900	$136,400	$167,800
14	$120,700	$156,900	$193,100
15	$138,800	$180,400	$222,100

5/17/2022

Proposed Sworn Police Salary Structure			
Step	Police Officer	Police Sergeant	Police Lieutenant
1	$60,400	$93,700	$126,600
2	$63,300	$98,200	$132,600
3	$66,300	$102,900	$138,900
4	$69,400	$107,800	$145,500
5	$72,700	$112,900	$152,400
6	$76,200	$118,200	$159,600
7	$79,800		
8	$83,600		
9	$87,600		

5/17/2022

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 05/17/22	**AGENDA ITEM:** 7.G. Classification and Compensation Study - Fire Salary Structure
DATE PREPARED: 05/17/22	**DISTRICT NO.:**
STAFF LIAISON: Nancy Love, Human Resource Director, nlove@buckeyeaz.gov, (623) 349-6255	
DEPARTMENT: Human Resources	**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 approving the proposed Fire Salary Structure, which was developed based on the comprehensive classification and compensation study by Segal Consulting and set at the 65th percentile of the City's comparator organizations, and the 2022 Classification and Compensation Study Implementation Strategy for the Fire Salary Structure, each in the form on file in the Office of the City Clerk, with the salary structure having an effective date of December 26, 2021.

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

SUMMARY

PROJECT DESCRIPTION:

On February 16, 2021 Council approved entering into an agreement with Segal Consulting to conduct a comprehensive classification and compensation study. The study was projected to be completed at the end of February 2022 with implementation in the spring of 2022.

The purpose of the study was twofold. The first being to ensure employees are placed in appropriate position classifications based on the scope of work they are performing. The second to determine the market value of each job based on responsibilities and complexities of the work performed. As part of the process the study also took into consideration internal equity and pay compression concerns, external pay competitiveness, recruitment and retentior priorities, as well as demonstrating good stewardship of our financial resources.

A comprehensive classification and compensation study broadly has two components – classification and compensation. Components of the project included:

1. Project initiation and compensation philosophy development
    - Meet with City management, department directors and an employee group to develop a compensation philosophy.
2. Compensation architecture and job structure design
    - Develop a job description questionnaire (JDQ) used to capture the work each employee is doing.
    - Train employees on completing the JDQ.
    - Analyze information provided in JDQ's.
    - Develop a recommended classification structure.
    - Individual position assignments in new classifications and structure.

3. Market assessment and salary structure design
    - Develop compensation strategy and methodology.
    - Identify benchmark jobs.
    - Identify comparable employers and other data sources.
    - Collect and analyze market data.
    - Develop salary structure(s).
    - Recommend pay grade assignments.
4. Recommendations and report development
    - Develop pay administration guidelines.
    - Determine cost impact.
    - Recommend implementation strategy.

On April 19, 2022 the following items were presented and discussed, as part of the Final Report presented by Segal and staff, to Council during a Council Workshop.

- Study Background
    - An overview of the project objectives.
- Classification Study Overview
    - Based on information obtained from the JDQ's, Segal recommended 23 job families. Job families allow the City to group jobs based on similar responsibilities and can be beneficial in demonstrating potential career progression opportunities to employees.
- Compensation Study Overview
    - The compensation analysis focused on base rates of pay excluding overtime and supplemental or additional pay.
- Segal collected pay range data (minimum, midpoint, and maximum base pay rate for a job) from 9 local municipalities and Maricopa County. The Maricopa County data was used for library positions only. The 9 cities and towns used for comparison were: Avondale, Glendale, Goodyear, Peoria, Phoenix, Scottsdale, Surprise, Tempe and Queen Creek. This peer group represents those organizations where we typically compete for talent, provide similar services to their residents, and in some cases, have or are experiencing rapid growth.
- Segal supplemented the peer group data with published compensation data to serve as a proxy for private sector market data. The published sources used were: CompAnalyst, PayFactors and Economic Research Institute.
- In order to attract and retain top talent, it is important the City's compensation structure be competitive with our peer organizations, while being mindful of the implications employee pay has on the financial health of the City. With these elements in mind, as well as information obtained from City management, department directors and the employee group, Segal targeted our compensation competitiveness by placing the City as a percentage of the market 65th Or approximately 3rd or 4th highest among our peer cities, based on the midpoint of the pay range.
- Using the criteria stated above, and after a thorough analysis of the information provided by our peer group and where applicable, the private sector data, Segal found that the City's base pay, on an overall basis, is competitive to the market, however, competitiveness levels vary by peer organizations.
- Recommendations:
    - Fire Salary Structure
        - Current structure depicts a step structure, however, is used as an open range.
        - Maintain the current structure design.
        - Step progression is based on time in service.
    - Implementation Approach
        - Several factors were evaluated when developing the approach to placing current employees into the new structure. Those factors included:

    - Cost implications of implementation.
    - Retention and internal equity.
    - Perceived fairness of study implementation across the organization.
  - Based on the above factors, the Compa Ratio implementation approach is being recommended. Simply stated, Compa Ratio is an employee's current rate of pay in relationship to the midpoint of their pay range. If an employee is being paid 5% above their current pay range midpoint, they will be placed 5% above their new pay range midpoint. When placing certified fire personnel into the new pay ranges, the City may account for years of service.
  - It is important to note: based on internal equity there may be situations where an employee is not placed in the exact same location in the new pay structure.

In recognition of our employee's dedication to serving the citizens of Buckeye, staff is recommending the study findings be implemented effective December 26, 2021. $1,000,000.00 was budgeted in the FY22 budget for implementation of the study results. The anticipated cost utilizing a December 26, 2021 effective date will not exceed the $1,000,000.00.

Approximately 123 employees are currently at the maximum of their current pay range. Many will remain at the maximum of their new pay range, presuming the salary structures are approved as recommended.

When an employee is at the maximum of their pay range, they are not eligible for Council approved annual merit increases. To recognize those employees who are at the maximum of the pay range, and who would otherwise be eligible for an annual merit increase, staff will be presenting to Council, at a later date, a revision to our current merit increase policy. The revision will allow employees, who meet the requirements to receive an annual merit increase, when such an increase is approved by Council, to receive a lump sum payment equal to the annual amount of the merit increase.

In conclusion, staff is seeking approval of the proposed fire salary structure, implementation strategy and implementation effective date of December 26, 2021.

BENEFITS:

The completion and implementation of a classification and compensation study supports in our recruitment and retention of top talent to serve the citizens of Buckeye.

FUTURE ACTION:

Employees will be placed in the new salary structure with an effective date of December 26, 2021.

FINANCIAL IMPACT STATEMENT:

Implementation of the classification and compensation study will not exceed $1,000,000.00 in FY22.

CURRENT FISCAL YEAR TOTAL COST:

$1,000,000.00 was budgeted in the FY22 budget to cover the full cost of implementation.

BUDGETED:
Yes

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

ATTACHMENTS:
Implementation Strategy Document - Fire.docx
5.16 Salary Structure Fire for Council Approval Revised Item 7G.pdf

City of Buckeye
2022 Classification and Compensation Study Implementation Strategy

Fire Salary Structure

Employees will be placed in the new Council-approved pay ranges by utilizing the compa-ratio approach. This approach places an employee within the new range corresponding to the employee's job classification, based on the employee's relationship to the midpoint of the employee's current pay range. For example, if an employee is currently paid 5% above the midpoint of the current pay range, that employee will be placed 5% above the midpoint of the new pay range. When placing certified fire employees into the new pay ranges, years of service to the City may be taken into account.

After placement under the compa-ratio approach, adjustments may be authorized on a limited, case-by-case basis, as necessary to address compression and internal equity concerns. These situations will be documented and any such adjustment will require the approval of the Human Resources Director, the Department Director, and the City Manager or designee.

Proposed Fire Salary Structure				
Step	**Firefighter**	**Fire Engineer**	**Fire Captain**	**Fire Battalion Chief**
1	$57,210	$83,810	$93,554	$113,945
2	$60,070	$88,000	$98,231	$118,503
3	$63,074		$103,143	$123,243
4	$66,228		$108,300	$128,173
5	$69,539			$133,300
6	$73,016			
7	$76,667			
8	$80,500			

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 05/17/22	**AGENDA ITEM:** 7.H. Adoption of FY 2022-23 Tentative Budget
DATE PREPARED: 05/17/22	**DISTRICT NO.:** All
STAFF LIAISON: William Kauppi, Chief Financial Officer, wkauppi@buckeyeaz.gov, (623) 349-6161	
DEPARTMENT: Financial Services	**AGENDA ITEM TYPE:** Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Resolution No. 05-22 approving and adopting a Tentative Budget for Fiscal Year 2022-2023.

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:
It is a State requirement that the City annually approve and adopt the Tentative Budget, to include estimates of revenues and expenditures. The Tentative Budget sets forth the financial resources plan for Buckeye Fiscal Year (FY) 2022-23 service delivery programs and the Capital Improvement Plan (CIP). After approval, the Tentative Budget and State budget forms will be available for public review and inspection. The Tentative Budget estimate for Fiscal Year 2022-23 is $520,050,060.

BENEFITS:
Satisfies the State requirement to annually adopt a Tentative Budget; sets forth the financial resources plan for Buckeye's FY 2022-23 service delivery programs.

FUTURE ACTION:
Publication of the Tentative Budget Resolution and State budget forms once a week for two (2) consecutive weeks.
Public hearing on the Final Budget on June 7, 2022
Adoption of FY 2022-23 Final Budget on June 7, 2022
Adoption of FY 2022-23 Property Tax Levy on June 21, 2022

FINANCIAL IMPACT STATEMENT:
The Tentative Budget estimate for FY 2022-23 is $520,050,060.

BUDGETED:
Yes

FISCAL YEAR:

FY 2022-23

FUND/DEPARTMENT:
Various

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

ATTACHMENTS:

RES 05-22 Tentative Budget Resolution FY 2022-2023.pdf
City-Town Official Budget Forms - Schedules.pdf
Adoption of Tentative Budget May 17, 2022.pptx

RESOLUTION NO. 05-22

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, MARICOPA COUNTY, ARIZONA, APPROVING AND ADOPTING A TENTATIVE BUDGET FOR FISCAL YEAR 2022-2023.

WHEREAS, in accordance with the provisions of Title 42, Sections 17101 through Sections 17108, of the Arizona Revised Statutes, the City Council did, on the 17th day of May, 2022 make an estimate of the different amounts required to meet the public expenditures for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of the City of Buckeye; and

WHEREAS, it appears that the sums to be raised by primary taxation, as specified therein, do not in aggregate amount exceed that amount as computed in Title 42 of the Arizona Revised Statutes; and

WHEREAS, it appears that publication will be duly made as required by law, of said estimates together with a notice that City Council will hold a special meeting on June 7, 2022, at the Buckeye City Hall, at 530 East Monroe Avenue, Buckeye, Arizona 85326 at 6:00 p.m. for the purpose of hearing taxpayers and approving the final budget as set forth in said estimates; and

WHEREAS, it appears that publication will be duly made as required by law, of said estimates together with a notice that City Council will meet on June 21, 2022, at the Buckeye City Hall at 530 East Monroe Avenue, Buckeye, Arizona 85326, at 4:00 p.m., for the purpose of hearing taxpayers and making tax levies as set forth in said estimates; and

WHEREAS, the tentative budget is available for viewing at the Buckeye City Hall, located at 530 East Monroe Avenue, Buckeye, Arizona 85326, at the Buckeye Public Library, Downtown Branch, located at 310 North Sixth Street, Buckeye, Arizona 85326; the Buckeye Public Library, Coyote Branch, located at 21699 West Yuma Road, Buckeye, Arizona 85326; and on the City's official website at www.buckeyeaz.gov.

NOW, THEREFORE, BE IT RESOLVED, that said estimates of revenues and expenditures shown on the attached schedules are hereby adopted as the Tentative Budget for Fiscal Year 2022-2023 and the City Clerk is hereby directed to publish the estimates of expenses and notice of the public hearing as required by law.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 17th day of May, 2022.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

SBS:jag 4467803.2 5/10/2022

Before using the enclosed schedules, please complete the following:

Completing the steps below will populate the heading for each of the attached schedules.

1. Enter the city/town name:	**City of Buckeye**
2. Select the budget year:	**2023**

Arizona Revised Statutes (A.R.S.) §§42-17101 and 42-17102 require cities and towns to prepare annual budgets on forms the Arizona Auditor General developed. The official forms on Schedules A through G include all elements statute requires that the cities and towns **must** include in their budget. **Please note, a city or town may choose to add more information or detail than statute requires within the official budget forms.**

The budget form has a drop-down field to select the budget year, and the instructions do not include specific dates as they are not issued annually. As used in these instructions, the term **"current year"** is the fiscal year in which the city or town is operating, and **"budget year"** is the fiscal year for which the city or town is budgeting. Cities and towns should use the budget schedules dated 3/21 for fiscal year 2022 and thereafter. As changes become necessary, we will post new forms on our website and notify cities and towns of the changes by email.

Linked instructions for completing the schedules are included on the Instructions tab. Links to the related instructions and specific line numbers or section titles have been included throughout the schedules (highlighted in light blue) to allow users to access the specific line instructions directly without the need to scroll through other instructions. An Instructions button is provided at the top of each schedule unless no additional instructions are needed to complete that sheet. This button links to the first instruction for that schedule, and users may scroll down to view all instructions for the schedule. T**o return to the related schedule after reviewing the instructions, simply click on the schedule's tab at the bottom of the Excel screen or press the Alt and back arrow keys.** The schedules have been set to print without "objects" so that the instructions buttons do not print. The light blue highlighting will print, and users may remove the highlights before printing if needed.

Protection/Unprotection of File:

Each spreadsheet within the file has been protected to prevent accidental deletion of formulas. When the sheet is protected, you can move from one cell to the next using the Tab key. A password was not assigned so the sheets may be unprotected to make minor formatting changes such as row height, column width, and font size. To unprotect an individual spreadsheet, select Protect/Unprotect Sheet from the menu.

You may need to add lines to Schedules C through G to accommodate all funds or departments involved. Remember to check all formulas in the subtotals and totals to ensure that any additional lines added are included, and make changes accordingly. Once changes have been made, the sheet should be re-protected by reversing the above process. Re-protecting the sheets will help ensure that formulas are not accidentally altered or deleted.

Printing Tips:

Schedule A can be printed on 1 page in landscape format with the "fit to 1 page wide by 1 page tall" option (Page Setup) selected. Schedules B through F can be printed in portrait format. Schedule G can be printed in landscape format. Schedules with multiple pages are formatted to print with the column headings on each page.

If you have any questions, please contact the Accountability Services Division at asd@azauditor.gov or (602) 977-2796.

Official Budget Forms

City of Buckeye

Fiscal year 2023

City of Buckeye
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal year 2023

Fiscal year		Sch		Funds							
				General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds
2022	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	1	122,122,891	24,759,022	437,384	96,442,372	0	148,895,771	0	392,657,440
2022	Actual Expenditures/Expenses**	E	2	103,865,186	12,365,629	986,834	32,977,808	0	106,847,131	0	257,042,589
2023	Fund Balance/Net Position at July 1***		3	97,000,000	5,654,000	0	35,252,000		79,040,000		216,946,000
2023	Primary Property Tax Levy	B	4	12,254,082							12,254,082
2023	Secondary Property Tax Levy	B	5								0
2023	Estimated Revenues Other than Property Taxes	C	6	140,645,643	23,323,238	439,934	8,801,950	0	201,718,912	0	374,929,677
2023	Other Financing Sources	D	7	0	0	0	0	0	0	0	0
2023	Other Financing (Uses)	D	8	0	0	0	0	0	0	0	0
2023	Interfund Transfers In	D	9	1,599,000	5,132,603	0	80,620,860	0	3,170,704	0	90,523,167
2023	Interfund Transfers (Out)	D	10	74,454,665	206,000	0	15,232,764	0	629,738	0	90,523,167
2023	Line 11: Reduction for Fund Balance Reserved for Future Budget Year Expenditures		11								
	Maintained for Future Debt Retirement										0
	Maintained for Future Capital Projects										0
	Maintained for Future Financial Stability										0
											0
											0
2023	Total Financial Resources Available		12	177,044,060	33,903,841	439,934	109,442,046	0	283,299,878	0	604,129,759
2023	Budgeted Expenditures/Expenses	E	13	148,343,021	32,184,233	433,597	96,858,753	0	242,230,456	0	520,050,060

	Expenditure Limitation Comparison	2022	2023
1	Budgeted expenditures/expenses	$ 392,657,440	$ 520,050,060
2	Add/subtract: estimated net reconciling items		
3	Budgeted expenditures/expenses adjusted for reconciling items	392,657,440	520,050,060
4	Less: estimated exclusions		
5	Amount subject to the expenditure limitation	$ 392,657,440	$ 520,050,060
6	EEC expenditure limitation	$ 437,288,975	$ 531,611,084

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

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

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

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

City of Buckeye
Tax Levy and Tax Rate Information
Fiscal year 2023

	2022	2023
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	$ 10,910,454	$ 12,254,082
2. Amount received from primary property taxation in the **current year** in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	$	
3. Property tax levy amounts		
A. Primary property taxes	$ 10,910,454	$ 12,254,082
Property tax judgment		
B. Secondary property taxes		
Property tax judgment		
C. Total property tax levy amounts	$ 10,910,454	$ 12,254,082
4. Property taxes collected*		
A. Primary property taxes		
(1) **Current** year's levy	$ 10,910,454	
(2) Prior years' levies		
(3) Total primary property taxes	$ 10,910,454	
B. Secondary property taxes		
(1) **Current** year's levy	$	
(2) Prior years' levies		
(3) Total secondary property taxes	$	
C. Total property taxes collected	$ 10,910,454	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	1.7671	1.7048
Property tax judgment		
(2) Secondary property tax rate		
Property tax judgment		
(3) Total city/town tax rate	1.7671	1.7048

B. Special assessment district tax rates

Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating 30 special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

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

City of Buckeye
Revenues Other than Property Taxes
Fiscal Year 2023

Source of revenues	Estimated revenues 2022	Actual revenues* 2022	Estimated revenues 2023
General Fund			
Local taxes			
Local TPT	$ 52,504,000	$ 63,752,300	$ 69,318,000
Franchise Fee and Leases	4,073,000	4,277,700	4,502,000
Licenses and permits			
Planning and review fees	18,000,000	17,652,000	18,921,994
Other Licenses and permits	750,814	1,203,900	1,431,700
Intergovernmental			
State Shared Sales Taxes	9,348,609	10,900,000	13,097,135
Urban Revenue Sharing	10,388,497	12,067,500	17,660,681
Auto Lieu Tax	3,692,280	4,300,000	4,332,458
AZCARES Fund	-	-	-
CARES Federal Revenue	5,287,733	5,287,733	5,287,733
Charges for services			
Charges for services	3,242,384	2,943,525	3,651,339
Fines and forfeits			
Magistrate Court Fines	720,000	733,500	870,000
Other Fines and fee	85,000	79,700	85,000
Interest on investments			
Interest on investments	500,000	500,000	500,000
Miscellaneous			
All Other Operating Revenues	547,600	406,191	987,603
Total General Fund	$ **109,139,917**	$ **124,104,049**	$ **140,645,643**

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

City of Buckeye
Revenues Other than Property Taxes
Fiscal Year 2023

Source of revenues	Estimated revenues 2022	Actual revenues* 2022	Estimated revenues 2023
Special Revenue Funds			
Fill The Gap	$ 6,750	$ 4,000	$ 6,750
JCEF	12,000	12,900	12,000
Court Special Fund	80,800	36,000	80,800
Noise Commercial Vehicles	250,000	6,000	250,000
Youth Council	15,000	-	15,000
Towing/Impound	112,000	42,000	50,000
Downtown Revitalizaton	-	-	-
Community Services Programs	355,000	160,877	477,500
Community Services Social Services	75,000	-	107,000
Transient Lodging Tax	225,000	384,000	385,000
Risk Management Retention	506,000	511,319	-
SLID Opns	415,930	490,198	457,397
CBDG Grants	500,000	-	500,000
Police Grants	3,292,500	297,189	3,030,000
Fire Grants	2,240,000	-	7,381,115
Area Agency (AAA)	264,031	271,487	442,500
Community Services Grants	440,000	124,555	1,775,000
Nuclear Emergency Management	70,000	70,000	72,000
Wildland Fire Grant	28,200	-	-
AZ Lottery Fund	217,895	40,323	536,357
Volunteer Firemen's	55,430	14,447	32,430
Highway User's Revenue Fund	5,730,500	6,227,000	7,698,889
Mobile Integrated Hlth. Care	84,420	-	-
Police SB 1398	16,000	18,000	13,500
Jackrabbit Sewer O&M	-	1,200	-
Roosevelt Imp Dist O&M	-	119	-
Total Special Revenue Funds	$ 14,992,456	$ 8,711,614	$ 23,323,238

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

City of Buckeye
Revenues Other than Property Taxes
Fiscal Year 2023

Source of revenues	Estimated revenues 2022	Actual revenues* 2022	Estimated revenues 2023
Debt Service Funds			
Jackrabbit Swr Debt	$ 41,687	$ 41,687	$ 41,687
Roosevelt Improvement Debt	398,247	951,300	398,247
Total Debt Service Funds	$ 439,934	$ 992,987	$ 439,934
Capital Projects Funds			
Cemetery Improvement	$ 213,450	$ 300,080	$ 252,450
Sundance Water Recharge	10,000	3,000	10,000
Future Road Improvement	77,750	34,600	77,750
Traffic Signal Fund	273,000	895,000	273,000
MAG/ADOT Proj	500,000	-	500,000
CIP General	6,793,509	-	2,071,250
Parks & Rec Imp Fees	2,110,000	1,460,160	2,160,000
Library Impact Fees	865,000	440,000	452,500
Streets Impact Fees	492,500	475,000	390,000
Public Safety Imp Fees	1,050,000	173,000	105,000
Fire Impact Fees	1,375,000	657,425	1,250,000
Police Impact Fees	1,750,000	1,368,000	1,260,000
Total Capital Projects Funds	$ 15,510,209	$ 5,806,265	$ 8,801,950

City of Buckeye
Revenues Other than Property Taxes
Fiscal Year 2023

Source of revenues	Estimated revenues 2022	Actual revenues* 2022	Estimated revenues 2023
Enterprise Funds			
Water Utility Enterprise	$ 59,180,000	$ 50,062,971	$ 139,503,579
Water Repair and Replacement Fund	1,000,000	1,016,200	1,100,000
Water Impact Fees	4,075,000	2,634,107	4,672,500
	64,255,000	53,713,278	145,276,079
Wastewater (Sewer) Utility Enterprise	26,871,650	14,846,542	32,694,650
Wastewater Impact Fees	5,280,000	1,656,970	3,630,000
	32,151,650	16,503,512	36,324,650
Environmental Services	8,661,727	9,931,100	10,507,527
	8,661,727	9,931,100	10,507,527
Airport	427,000	366,550	427,000
Airport Improvement	4,655,560	-	9,183,656
	5,082,560	366,550	9,610,656
Total Enterprise Funds	$ 110,150,937	$ 80,514,440	$ 201,718,912

City of Buckeye
Revenues Other than Property Taxes
Fiscal Year 2023

Source of revenues	Estimated revenues 2022	Actual revenues* 2022	Estimated revenues 2023
Total all Funds	$ 250,233,453	$ 220,129,355	$ 374,929,677

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

City of Buckeye
Other Financing Sources/(Uses) and Interfund Transfers
Fiscal year 2023

Fund	Other financing 2023 Sources	Other financing 2023 (Uses)	Interfund transfers 2023 In	Interfund transfers 2023 (Out)
General Fund	$	$	$ 1,599,000	$ 74,454,665
Total General Fund	$	$	$ 1,599,000	$ 74,454,665
Special Revenue Funds				
AZ Lottery Fund	$	$	$	$ 206,000
Community Services Programs			354,043	
C/S Social Services Programs			157,586	
Eco Dev Reinvestment			500,000	
Transient Lodging			649,528	
Community Services Grants			245,900	
HURF			3,225,546	
Total Special Revenue Funds	$	$	$ 5,132,603	$ 206,000
Debt Service Funds				
	$	$	$	$
Total Debt Service Funds	$	$	$	$
Capital Projects Funds				
Impact Fees Parks & Recreation	$	$	$	$ 1,664,312
Impact Fees Public Safety Facilities				6,758,903
Impact Fees Fire FY 21				1,500,000
Impact Fees Parks FY 21				3,909,549
Impact Fees Police FY 21				1,400,000
Asset Replacement Fund			3,500,000	
Cementery Improvement Fund			359,889	
Stormwater Quality			129,738	
CIP General			76,631,233	
Total Capital Projects Funds	$	$	$ 80,620,860	$ 15,232,764
Permanent Funds				
	$	$	$	$
Total Permanent Funds	$	$	$	$
Enterprise Funds				
Water Repair & Replacement Fund	$	$	$	$ 500,000
Environmental Services				129,738
Water			500,000	
Airport			706,086	
Airport Improvement			1,964,618	
Total Enterprise Funds	$	$	$ 3,170,704	$ 629,738
Internal Service Funds				
	$	$	$	$
Total Internal Service Funds	$	$	$	$
Total all Funds	$	$	$ **90,523,167**	$ **90,523,167**

City of Buckeye
Expenditures/Expenses by Fund
Fiscal year 2023

Fund/Department	Adopted Budgeted Expenditures/ Expenses 2022	Expenditure/ Expense adjustments approved 2022	Actual Expenditures/ Expenses* 2022	Budgeted Expenditures/ Expenses 2023
General Fund				
Council	$ 750,099	$	$ 638,232	$ 844,514
City Manager	3,481,866		3,277,067	4,189,744
City Clerk	862,066		776,411	823,331
Attorney	-	-	-	1,354,959
Finance	2,778,975		2,631,363	2,839,782
Human Resources	1,363,472		1,242,733	3,252,159
Economic Development	1,200,529		1,107,046	1,202,151
Information Technology	7,861,574		6,698,739	7,688,311
City Court	1,276,963		1,210,024	1,491,633
Police	25,409,095		23,616,819	30,556,441
Fire	17,406,109		16,587,892	22,271,720
Public Works	10,300,853		7,471,038	12,496,851
Community Services	7,787,407		7,166,598	8,846,810
Development Services	7,665,294		6,789,997	8,047,821
Engineering	5,023,950		4,494,445	6,800,986
Non-Departmental	27,722,300		18,924,442	30,565,453
Debt Service	1,232,339		1,232,339	5,070,355
Contingency	-		-	-
Total General Fund	$ 122,122,891	$	$ 103,865,186	$ 148,343,021
Special Revenue Funds				
Fill The Gap	$ 64,777	$	$	$ 75,000
JCEF	110,666			125,000
Court Special Fund	271,810			325,000
Noise Commercial Vehicle	250,000			250,000
Youth Scholarship	15,000			15,000
Towing/Impound	305,199			285,000
Community Services Programs	576,070		436,058	831,543
Community Services Soc Svcs	193,022		33,575	262,545
Economic Development	495,000		71,204	500,000
Transient Lodging Tax	659,990		222,328	993,191
Risk Mgt Retention	1,804,130		1,271,022	-
SLID Opns	463,159		449,450	529,918
CBDG Grants	500,000			500,000
Police Grants	3,292,500		536,500	3,030,000
Fire Grants	2,240,000			7,381,115
Area Agency (AAA)	755,480		599,482	1,092,028
Community Services Grants	440,000		64,664	2,020,900
Nuclear Emergancy Mgt.	70,000		61,479	102,000
Wildland Fire Grant	28,200			-
AZ Lottery Fund	217,895		2,105	330,357
Volunteer Firemen's	299,000			300,000
HURF	11,535,704		8,617,208	13,130,136
Mobile Integrated Hlth. Care	84,420			-
Police SB 1398	85,000			103,500
Jackrabbit Swr O&M	1,000		278	1,000
Roosevelt Improvement O&M	1,000		276	1,000
Total Special Revenue Funds	$ 24,759,022	$	$ 12,365,629	$ 32,184,233
Debt Service Funds				
Jackrabbit Swr Debt	$ 38,875	$	$ 38,625	$ 37,344
Roosevelt Improvement Debt	398,509		948,209	396,253
Total Debt Service Funds	$ 437,384	$	$ 986,834	$ 433,597
Capital Projects Funds				
Cemetery Improvement	$ 255,223	$	$ 184,893	$ 810,532
Sundance Water Recharge	660,000			660,000
Future Road Improvement	1,800,000			1,775,000
Traffic Signal Fund	750,000			3,000,000
Stormwater Quality	113,910		107,987	129,738
Roadway Const	-			-
MAG/ADOT Proj	500,000			500,000
CIP Gen	71,292,239		32,691,464	78,702,483
Parks & Rec Imp Fees	800,000			-
Parks Impact Fees	2,950,000			2,000,000
Library Impact Fees	1,896,000		(10,000)	1,396,000
Streets Impact Fees	3,750,000			3,535,000
Police Impact Fees	2,600,000			2,500,000
Fire Impact Fees	2,075,000		3,464	1,850,000
Public Safety Imp Fees	7,000,000			-
Total Capital Projects Funds	$ 96,442,372	$	$ 32,977,808	$ 96,858,753
Enterprise Funds				
Water	$ 84,735,905	$	$ 69,535,992	$ 166,325,227
Water Repair & Replacement	900,000		104,890	900,000
Water Impact Fees	5,535,000		92,715	8,030,000
Wastewater	31,156,407		25,879,972	36,980,368
Wastewater Impact Fees	8,255,000		665,563	6,340,000
W&S Revenue Bonds	5,000			5,000
Environmental Services	9,298,845		9,183,281	11,322,702
Airport	3,609,024		661,751	1,178,885
Airport Improvements	5,400,590		722,967	11,148,274
Total Enterprise Funds	$ 148,895,771	$	$ 106,847,131	$ 242,230,456
Total all Funds	$ **392,657,440**	$	$ **257,042,589**	$ **520,050,060**

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

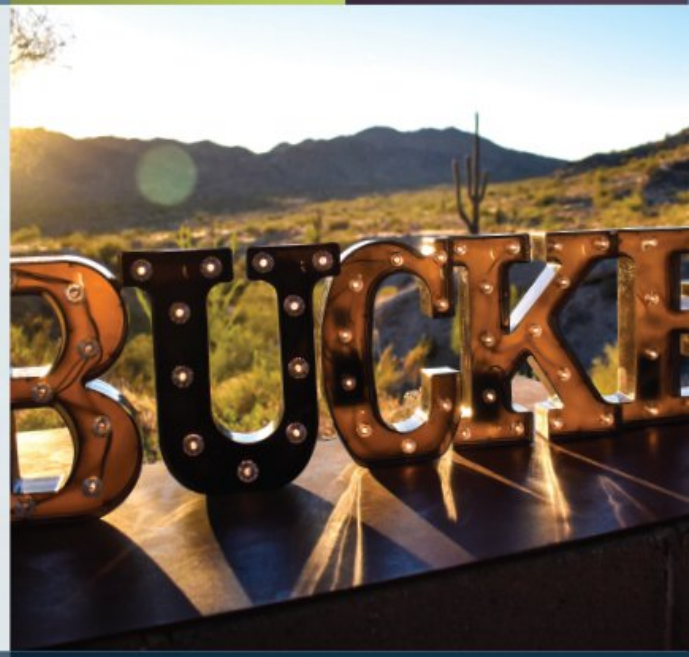
City of Buckeye
Full-Time Employees and Personnel Compensation
Fiscal year 2023

Fund	Full-Time Equivalent (FTE) 2023	Employee Salaries and Hourly Costs 2023	Retirement Costs 2023	Healthcare Costs 2023	Other Benefit Costs 2023	Total Estimated Personnel Compensation 2023
General Fund	556.85	$ 44,956,035	$ 10,587,944	$ 10,682,079	$ 1,131,694	$ 67,357,752
Special Revenue Funds						
Area Agency on Aging	9.34	$ 504,178	$ 99,928	$ 151,646	$ 7,186	$ 762,938
C/S Social Services Program	2.00	108,264	21,458	55,447	384	185,553
HURF	35.50	2,000,225	396,445	754,180	143,517	3,294,367
Transient Lodging Tax	1.00	51,251	10,158	26,507	275	88,191
Total Special Revenue Funds	47.84	$ 663,693	$ 131,544	$ 233,600	$ 7,845	$ 1,036,682
Debt Service Funds						
		$	$	$	$	$
Total Debt Service Funds		$	$	$	$	$
Capital Projects Funds						
Cemetery Improvement	2.00	$ 92,868	$ 18,406	$ 53,161	$ 4,346	$ 168,781
Stormwater Quality	1.00	64,078	12,700		1,210	77,988
Total Capital Projects Funds	3.00	$ 156,946	$ 31,106	$ 53,161	$ 5,556	$ 246,769
Permanent Funds						
		$	$	$	$	$
Total Permanent Funds		$	$	$	$	$
Enterprise Funds						
Water Resources	115.50	$ 7,607,429	$ 1,507,792	$ 2,323,666	$ 218,279	$ 11,657,166
Environmental Services	4.50	403,005	79,876	122,565	11,279	616,725
Airport	3.00	224,297	44,456	53,694	10,331	332,778
Total Enterprise Funds	123.00	$ 8,234,731	$ 1,632,124	$ 2,499,925	$ 239,889	$ 12,606,669
Internal Service Funds						
		$	$	$	$	$
Total Internal Service Fund		$	$	$	$	$
Total all Funds	730.69	$ 54,011,405	$ 12,382,718	$ 13,468,765	$ 1,384,984	$ 81,247,872

Adoption of Tentative Budget

William Kauppi, Chief Financial Officer

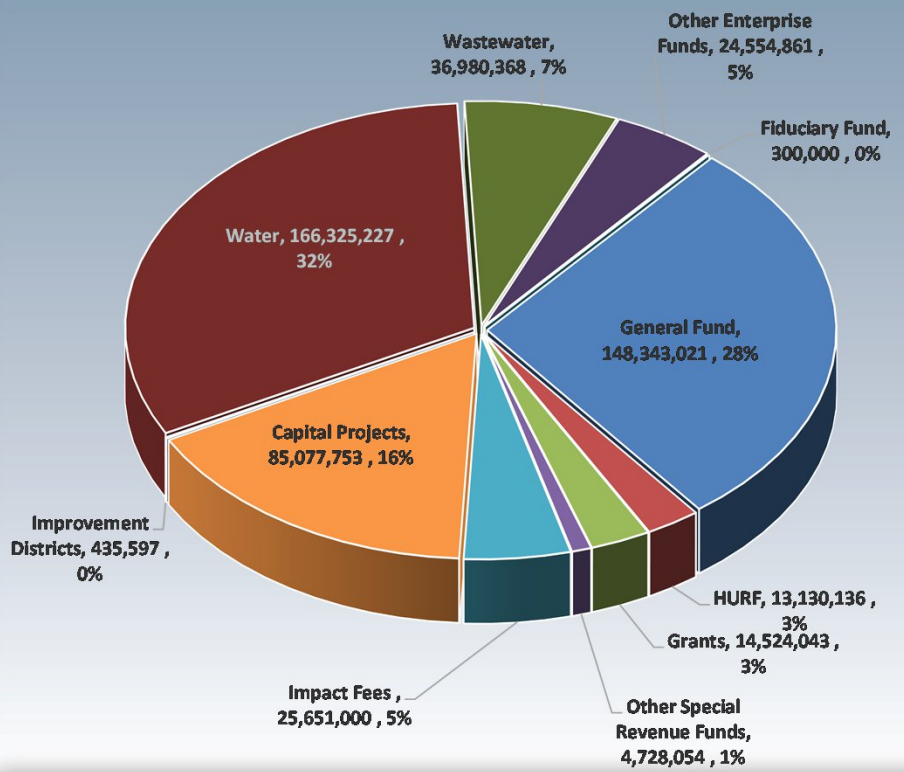
May 17, 2022



BUCKEYE, AZ

buckeyeaz.gov

FY 2022-23 Expenditures Overview – All Funds



Fund	Proposed FY 2022-23	Budget FY 2021-22	$ Difference	% Difference
General Fund	$148,343,021	$122,122,891	$26,220,130	21.47%
HURF	13,130,136	11,535,704	1,594,432	13.82%
Grants	14,524,043	7,727,980	6,796,063	87.94%
Other Special Revenue Funds	4,728,054	5,694,338	(966,284)	-16.97%
Impact Fees	25,651,000	34,861,000	(9,210,000)	-26.42%
Capital Projects	85,077,753	74,871,372	10,206,381	13.63%
Improvement Districts	435,597	439,384	(3,787)	-0.86%
Water	166,325,227	84,735,905	81,589,322	96.29%
Wastewater	36,980,368	31,156,407	5,823,961	18.69%
Other Enterprise Funds	24,554,861	19,213,459	5,341,402	27.80%
Fiduciary Fund	300,000	299,000	1,000	0.33%
	$520,050,060	$392,657,440	$127,392,620	32.44%
Transfers to other Funds	$90,523,167	$78,978,193	$11,544,974	14.62%

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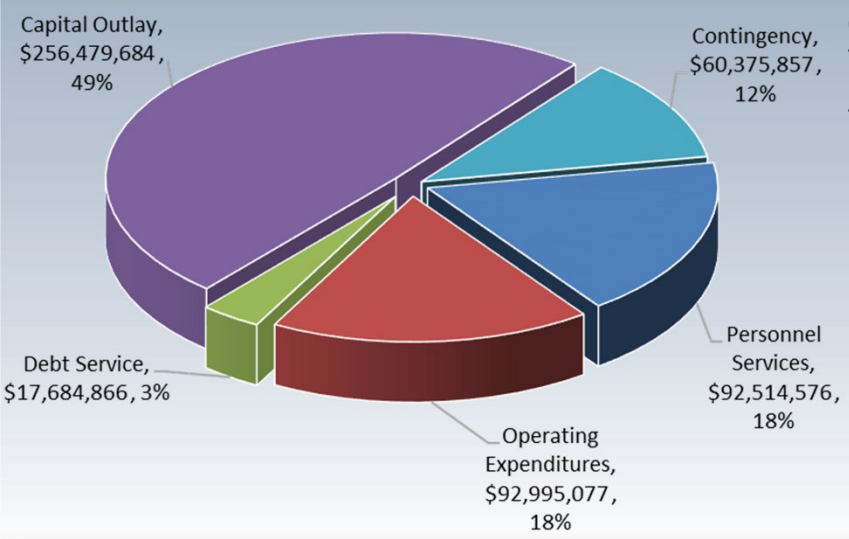
Total Appropriation Budget FY 2022-23 equals $520,050,060 (excluding transfers)

(FY 2021-22 Adopted Budget equals $392,657,440 (excluding transfers)

FY 2022-23 Expenditures Overview – All Categories



Expenditure Category	Proposed FY 2022-23	Budget FY 2021-22	$ Difference	% Difference
Personnel Services	$92,514,576	$78,164,095	$14,350,481	18.36%
Operating Expenditures	$92,995,077	$81,832,400	$11,162,677	13.64%
Debt Service	$17,684,866	$11,903,634	$5,781,232	48.57%
Capital Outlay	$256,479,684	$182,075,257	$74,404,427	40.86%
Contingency	$60,375,857	$38,682,054	$21,693,803	56.08%
Total	$520,050,060	$392,657,440	$127,392,620	32.44%
Transfers to other Funds	$90,523,167	$78,978,193	$11,544,974	14.62%

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Total Appropriation Budget FY 2022-23 equals $520,050,060 (excluding transfers)
(FY 2021-22 Adopted Budget equals $392,657,440 (excluding transfers)

Summary of Budget Changes since 5/3 Workshop

Total FY 2022-23 Budget increased by $4,032,000

- Increased General Fund Debt Service Budget by $4,000,000
- Increased Community Services Social Service Budget by $32,000
- Decreased Airport Personnel Budget by $60,000 and Increased Operating Budget by $60,000

Total FY 2022-23 Transfers increased by $3,500,000

- General Fund transfer to Asset Replacement Fund

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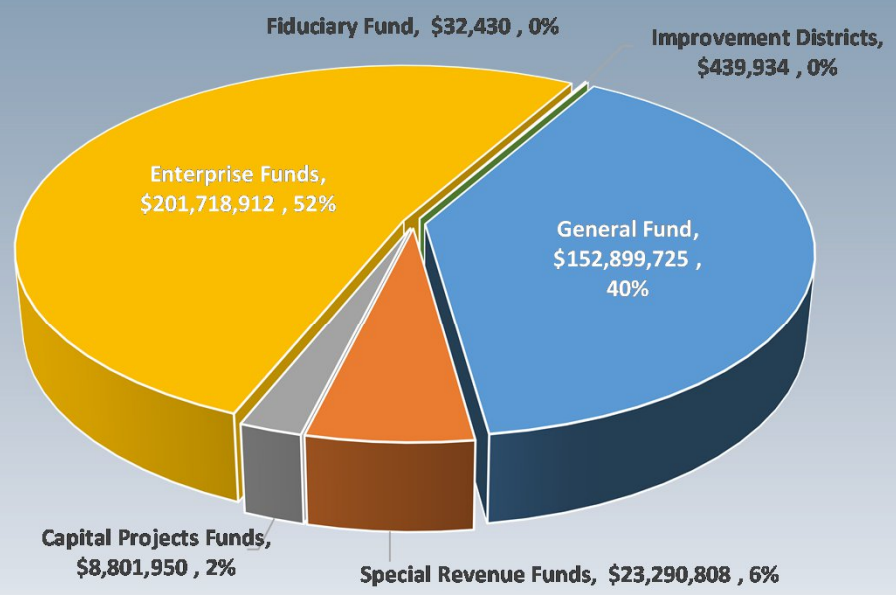
Estimated Revenues FY2022-23



Revenue by Category	FY 2022-23 Adopted	FY 2021-22 Budget	Difference	% Change
TPT (Sales Taxes)	$69,703,000	$52,729,000	$16,974,000	32.19%
Utility Rates, Fees and Charges	63,424,782	57,386,407	6,038,375	10.52%
Intergovermental	47,743,396	34,088,119	13,655,277	40.06%
Licenses and Permits	20,353,694	18,750,814	1,602,880	8.55%
Impact Fees	13,855,000	16,895,000	(3,040,000)	-17.99%
Property Taxes	12,711,797	11,483,884	1,227,913	10.69%
Franchise Fees and Leases	4,502,000	4,073,000	429,000	10.53%
Charges for Services	4,612,839	4,157,054	455,785	10.96%
Interest Revenues	1,032,450	1,069,950	(37,500)	-3.50%
Fines and Forfeitures	1,262,300	1,114,800	147,500	13.23%
Bond Proceeds	99,045,650	29,645,650	69,400,000	234.10%
Grants and Intergovernmental Agreements	38,587,378	19,043,284	19,544,094	102.63%
Developer Contribution	7,330,750	7,708,711	(377,961)	-4.90%
Improvement Districts	439,934	439,934	-	0.00%
Miscellaneous	2,578,789	2,558,300	20,489	0.80%
Total Revenues	$387,183,759	$261,143,907	$126,039,852	48.26%
Transfers from other Funds	90,523,167	78,978,193		
Use of Reserves	132,866,301	131,513,533		

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Total Estimated Revenue Budget FY 2022-23 equals $387,183,759 (excluding transfers)
(FY 2021-22 Adopted Revenue Budget equals $261,143,907 (excluding transfers)

Summary of Revenues, Expenditures and Estimated Beginning and Ending Fund Balance

Fund	FY 2022-23 Proposed Budget: Revenues and Transfer In	FY 2022-23 Proposed Budget: Expenditures and Transfers Out	Excess (Deficit)	Estimated Beginning Fund Balance	Estimated Ending Fund Balance
General Fund	$ 154,498,725	$(222,797,686)	$ (68,298,961)	$ 97,000,000	$ 28,701,039
Special Revenue Funds:					
HURF	10,924,435	(13,130,136)	(2,205,701)	3,500,000	1,294,299
Minor Special Revenue Funds	17,498,976	(18,960,097)	(1,461,121)	1,759,000	297,879
Special Revenue Funds	28,423,411	(32,090,233)	(3,666,822)	5,259,000	1,592,178
Capital Projects Funds:					
CIP - General	78,702,483	(78,702,483)	-	-	-
Impact Fees	5,617,500	(26,513,764)	(20,896,264)	28,708,000	7,811,736
Minor Capital Projects Fund	5,102,827	(6,875,270)	(1,772,443)	6,544,000	4,771,557
Capital Projects Funds	89,422,810	(112,091,517)	(22,668,707)	35,252,000	12,583,293
Improvement Districts	439,934	(433,597)	6,337	-	6,337
Enterprise Funds:					
Water	140,003,579	(166,325,227)	(26,321,648)	46,000,000	19,678,352
Wastewater	32,694,650	(36,980,368)	(4,285,718)	16,000,000	11,714,282
Minor Enterprise Funds	23,888,887	(25,184,599)	(1,295,712)	1,955,000	659,288
Utility Impact Fees	8,302,500	(14,370,000)	(6,067,500)	15,085,000	9,017,500
Enterprise Funds	204,889,616	(242,860,194)	(37,970,578)	79,040,000	41,069,422
Fiduciary Fund	32,430	(300,000)	(267,570)	395,000	127,430
Total	$ 477,706,926	$(610,573,227)	$(132,866,301)	$ 216,946,000	$ 84,079,699

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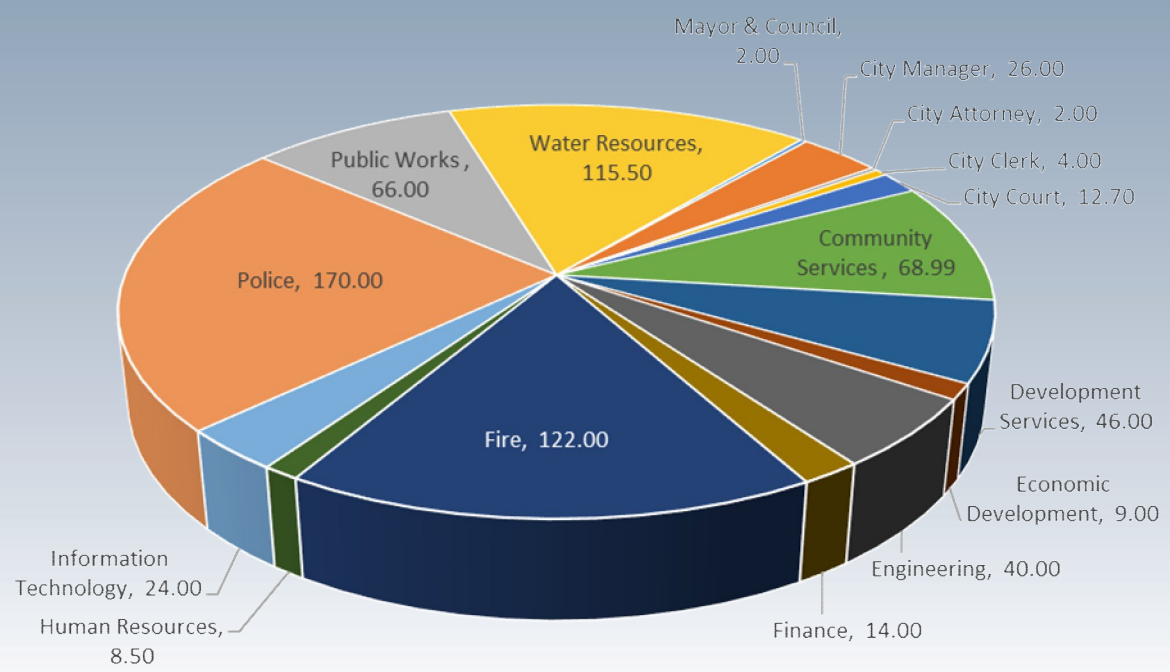
FY 2022-23 Personnel Changes- All Funds

Department	Actual FY 21-22	Recommended FY 22-23	Change
Mayor & Council	2.00	2.00	-
City Manager	25.00	26.00	1.00
City Attorney	1.00	2.00	1.00
City Clerk	4.00	4.00	-
City Court	11.20	12.70	1.50
Community Services	62.24	68.99	6.75
Development Services	45.00	46.00	1.00
Economic Development	9.00	9.00	-
Engineering	35.00	40.00	5.00
Finance	12.00	14.00	2.00
Fire	104.00	122.00	18.00
Human Resources	8.50	8.50	-
Information Technology	20.00	24.00	4.00
Police	156.00	170.00	14.00
Public Works	60.00	66.00	6.00
Water Resources	105.50	115.50	10.00
Total Staffing	660.44	730.69	70.25



Includes .75 position due to reclassification of Library Aides

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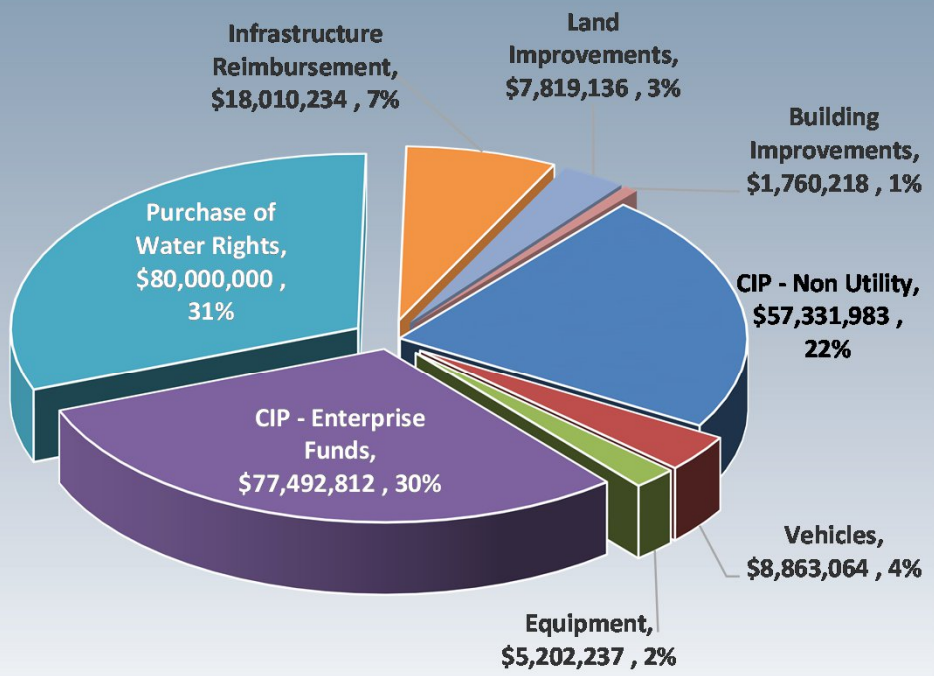
FY 2022-23 Capital Outlay – All Funds

Capital Outlay by Fund	
General Fund	$29,572,276
HURF	1,618,624
Other Special Revenue Funds	134,000
Capital Projects***	57,655,383
Water	130,356,361
Wastewater	25,381,504
Other Enterprise Funds	11,761,536
	$256,479,684

Funding Sources - Capital Outlay	
Fund Balance/TPT - General Fund	$73,062,025
Water/Wastewater reserves	53,414,715
Bonds/WIFA Loan	103,295,650
Impact Fees	13,633,764
Developer Contributions	2,071,250
Fund Balance/Revenues - Other Funds	1,818,624
Grants	9,183,656
	$256,479,684



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*** Does not include $21,370,500 set aside for future CIP Projects

FY2022-23 Recommended Budget Process

NEXT STEPS

- June 7, 2022 — Truth-in-Taxation and Adoption of Final Budget (Public Hearing)
- June 21, 2022 — Adoption of Property Tax Levy

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- Staff recommends approving Resolution 05-22 approving the Tentative Budget for the FY2022-23 in the amount of $520,050,060.

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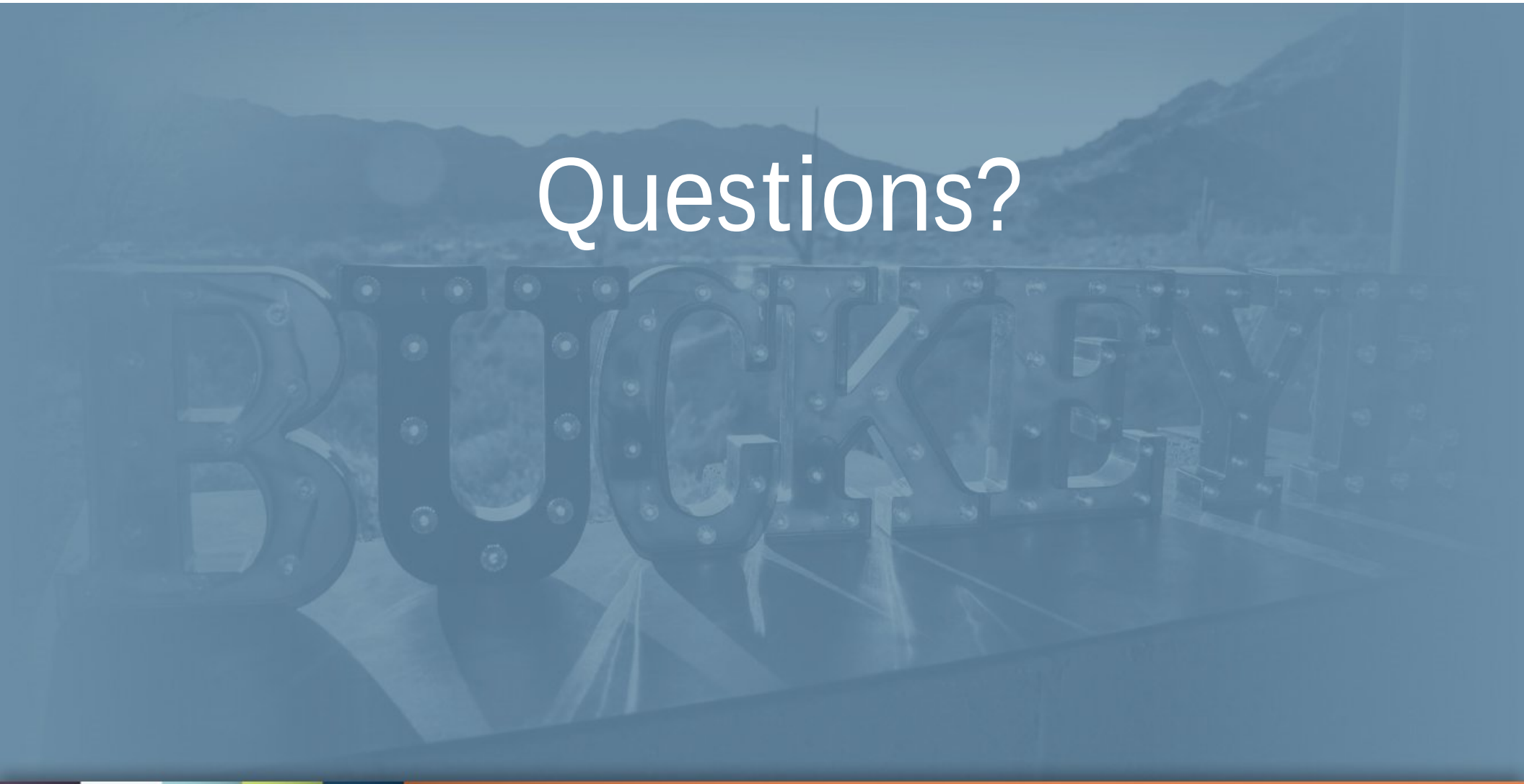
Questions?



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