



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
JANUARY 4, 2022
AGENDA**

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

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

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

IMPORTANT NOTICE REGARDING PUBLIC PARTICIPATION

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

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

- 1. Call to Order/Invocation/Pledge of Allegiance/Roll Call**
- 2. Comments from the Public- Members of the audience may comment on any item of interest.**
Council Action: Open Meeting Law does not permit Council discussion of items not specifically on the agenda
- 3. Awards/Presentations/Proclamations**
- 4. Minutes**
- 4.A [Council to take action on approval of the December 7, 2021 Special Council Meeting and Executive Session Minutes and December 7, 2021 Regular Council Meeting Minutes.](#)**
- 5. Expenditures - None.**
- 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. 01-22 enlarging City of Buckeye Street Lighting Improvement District No. 2017-SLID-003; and ordering the recording and filing of this Resolution.

Summary: Both SLIDS and MIDs provide for the benefit of ensuring that there is a balance of revenue and expenditures to provide for the quality of life for the residents/owners of a particular development without an undue burden upon the existing community. SLIDs are established to purchase (and not generate) energy for street lighting or public park lighting within the District and adjacent streets so that the costs are not borne by the City in its HURF fund. In preparation for the expansion of this development, 2017-SLID-003 will be expanded to provide energy for the new street lights within the expanded portion of this District.

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

***6.B** Council to take action on Resolution No. 02-22 enlarging City of Buckeye Maintenance Improvement District No. 2018-MID-001; and ordering the recording and filing of this Resolution.

Summary: Both SLIDs and MIDs provide for the benefit of ensuring that there is a balance of revenue and expenditures to provide for the quality of life for the residents/owners of a particular development without an undue burden upon the existing community. Maintenance Improvement Districts (MIDs) are responsible for maintaining parkways and parking on streets within the District. In preparation for the expansion of this development, the established 2018-MID-001 will be expanded to cover the additional costs of maintaining the parkways and parks within the District.

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

***6.C** Council to take action on Resolution No. 03-22 accepting a Petition for Formation of Street Lighting Improvement District; declaring its intention to form a Street Lighting Improvement District; designating such District as the “City of Buckeye Street Lighting Improvement District No. 2021-SLID-005”; providing for the annual levy of taxes or assessments equally apportioned upon all of the non-public property owners in the District to purchase energy for the lighting of public streets and parks within and adjacent to the District; and ordering recording and filing of this Resolution.

Summary: Both SLIDS and MIDs provide for the benefit of ensuring that there is a balance of revenue and expenditures to provide for the quality of life for the residents/owners of a particular development without an undue burden upon the existing community. SLIDs ensure that only the owners that benefit from the lighting in their community pay for that service.

Having the costs of street and public park lighting within the District borne by the owners in a development ensure that the revenue needed to fund these costs are always in place.

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

- *6.D** Council to take action on Resolution No. 04-22 ordering the work as described in Resolution No. 03-22 and forming City of Buckeye Street Lighting Improvement District No. 2021-SLID-005; ordering recording and filing of this Resolution.
- Summary: Both SLIDS and MIDs provide for the benefit of ensuring that there is a balance of revenue and expenditures to provide for the quality of life for the residents/owners of a particular development without an undue burden upon the existing community. SLIDs ensure that only the owners that benefit from the lighting in their community pay for that service. Having the costs of street and public park lighting within the District borne by the owners in a development ensure that the revenue needed to fund these costs are always in place.
- Staff Liaison: Scott Lowe, Public Works Director, slowe@buckeyeaz.gov, (623) 349-6815
- *6.E** Council to take action on Task Order No. 18 to the On-Call Consulting Consulting for Engineering and Architectural Services Contract (No. 2016-020-032) between the City of Buckeye, an Arizona municipal corporation, and Kimley-Horn and Associates, Inc., an Arizona corporation, to provide design services for the Reach Line connection to the Jackie A. Meck Water Campus Reservoir; and authorizing the Mayor to execute and deliver said Task Order on behalf of the City.
- Summary: As part of the Capital Improvement Program the Water Resources Department has requested a 16-inch water distribution line be installed from the existing 16-inch reach line in Rainbow Road to the Jackie A. Meck Water Campus. The water line will provide another source of potable water to help fill the reservoir during high demand periods. Kimley-Hone and Associates has a On-Call Engineering Contract with the City of Buckeye. The total cost to complete the services under this Task Order shall not exceed \$370,278.
- Staff Liaison: Chris Williams, Construction and Contracting Manager, cwilliams@buckeyeaz.gov, (623) 349-6225
- *6.F** Council to take action on Task Order No. 15 to the On-Call Consulting for Engineering and Architectural Services, Category 2: Water and Wastewater, Contract (No. 2016-020-11) between the City of Buckeye, an Arizona municipal corporation, and Hazen and Sawyer, a New York Design Professional Corporation, to prepare recommendations for repair or replacement of sixty-four manholes; and authorizing the Mayor to execute and deliver said Task Order on behalf of the City.
- Summary: Hazen and Sawyer, an On-Call Consultant for Engineering and Contractual Services, will prepare recommendations to either repair or replace the sixty-four manholes in the southern Buckeye area showing signs of being corroded or deteriorating. The total cost to complete the project under this Task Order shall not exceed \$122,714.
- Staff Liaison: Chris Williams, Construction and Contracting Manager, cwilliams@buckeyeaz.gov, (623) 349-6225
- *6.G** Council to take action on Task Order No. 3 to the On-Call Consulting for Taxiway and South Apron Reconstruction Phase II Design / Re-Package, Bid and Construction Phase Services Contract (No. 2017-021-001) between the City of Buckeye, an Arizona municipal corporation, and Dibble Engineering, an Arizona corporation, for taxiway and south apron reconstruction

design; and authorizing the Mayor to execute and deliver said Task Order on behalf of the City.

Summary: The Project will include Design/Re-Package, Bid and Construction Phase Services for the reconstruction of south parallel taxiway and connector taxiways at Buckeye Municipal Airport. In addition, the design includes installation of taxiway edge lighting and signage. The total cost to complete the project under this Task Order shall not exceed \$232,136.48.

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

***6.H Council to take action on Resolution No. 11-22 ratifying a contract with the Governor's Office of Highway Safety relating to the purchase of software, materials, and supplies for the AZ TraCS Citation Program.**

Summary: The Buckeye Police Department is transitioning from the Brazos E-citation program and converting to the TraCS software system. TraCS will allow officers to write electronic citations on their mobile data computers from their vehicles. The system will also allow accurate data validation at the scene and associate multiple forms with a case, along with data sharing from the field. AZGOHS will fund the purchase of the software and printers through reimbursable grant funds up to the amount of \$62,174.

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

***6.I Council to take action on a Map of Dedication for Miller and Lower Buckeye Roads associated with the 10 West Commerce Park.**

Summary: The applicant is proposing a Map of Dedication to allow for the full development of the intersection of Miller and Lower Buckeye Roads. The intersection of Miller and Lower Buckeye Roads is in need of additional rights-of-way to allow for traffic signaling apparatus. The proposed Map of Dedication will provide the lands necessary to accommodate the installation.

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

7. Public Hearings / Non-Consent - New Business

7.A Council to take action on the nomination and appointment of a Vice Mayor for a one-year term ending in January, 2023.

Summary: The City Code of Ordinances, Section 2-2-2 - Vice Mayor, requires council to annually elect a vice mayor, by motion, at a scheduled meeting in January. In the absence of the mayor, the vice mayor shall serve as acting mayor and shall have all the powers, duties and responsibilities of the mayor during such absence.

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

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

9. Comments from the Mayor and Council

Mayor and Council may present a brief summary on current events and/or report on any of the Boards and Commissions and other organizations as necessary.

*Vice Mayor Youngker:
Public Safety Retirement Board (Police)
Airport Advisory Board
Main Street Board*

Councilmember HagEstad:

*Councilmember Goodman:
Valley Metro RPTA Board
WESTMARC*

*Councilmember Guy:
Buckeye Youth Council
Community Development Advisory Committee (CDAC Regular Member)*

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

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

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

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

10. Council will make a motion to adjourn the meeting

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

MEETING DATE: 01/04/22	AGENDA ITEM: 4.A. Minutes
DATE PREPARED: 12/22/21	DISTRICT NO.: ALL
STAFF LIAISON:	
DEPARTMENT: City Clerk	AGENDA ITEM TYPE: Minutes

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on approval of the December 7, 2021 Special Council Meeting and Executive Session Minutes and December 7, 2021 Regular Council Meeting Minutes.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

Council to take action on approval of the December 7, 2021 Special Council Meeting and Executive Session Minutes and December 7, 2021 Regular Council Meeting Minutes.

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

ATTACHMENTS:

[12.07.2021 Special Council Meeting and Executive Session Minutes.pdf](#)

[12.07.2021 Regular Council Meeting Minutes.pdf](#)



**CITY OF BUCKEYE
SPECIAL COUNCIL MEETING / COUNCIL EXECUTIVE SESSION
DECEMBER 7, 2021
MINUTES**

**Executive Conference Room / City Hall, First Floor
530 East Monroe Avenue
Buckeye, AZ 85326
4:00 PM**

1. Call to Order/Roll Call

Mayor Orsborn called the meeting to order at 4:00 p.m.

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

Members Absent: Absent.

Departments Present: City Manager Roger Klingler, Assistant City Manager James Shano, City Attorney Shiela Schmidt, and City Clerk Lucinda Aja.

2. Convene into Executive Session

2.A Upon a public majority vote, the Mayor and Council will convene into Executive Session pursuant to A.R.S. 38-431.03(A)(3) for discussion or consultation for legal advice with the City Attorney in connection with the Tonopah application for incorporation.

At 4:00 p.m. a motion was made by Councilmember Hess and seconded by Councilmember Goodman to convene into Executive Session pursuant to A.R.S. 38-431.03(A)(3) for discussion or consultation for legal advice with the City Attorney in connection with the Tonopah application for incorporation. Motion passed unanimously.

3. Reconvene into Special Meeting

At 5:04 p.m. A motion was made by Councilmember Hess and seconded by Councilmember Goodman to reconvene into the Special Meeting. Motion passed unanimously.

4. Adjournment

A motion was made by Councilmember Hess and seconded by Councilmember Goodman to adjourn the meeting at 5:04 p.m. Motion passed unanimously.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Special Council Meeting and Executive Session held on December 7, 2021. I further certify that a quorum was present.

Lucinda J. Aja, City Clerk



**CITY OF BUCKEYE
REGULAR COUNCIL MEETING
DECEMBER 7, 2021
MINUTES**

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

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

Councilmember Heustis called the meeting to order at 6:00 p.m.; Pastor Nate Schaus of Summit Community Church led the invocation; Councilmember Goodman led the Pledge of Allegiance; a moment of silence was held in remembrance of the Pearl Harbor Attack on December 7, 1941.

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

Members Absent: Vice Mayor Youngker.

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

2. Comments from the Public – None.

3. Awards/Presentations/Proclamations

3.A Deanna Kupcik, President/CEO of the Buckeye Valley Chamber of Commerce, presented graduates of the Buckeye Leadership Academy with certificates of completion.

4. Minutes

4.A Council to take action on approval of the November 2, 2021 Council Workshop Minutes and November 2, 2021 Regular Council Meeting Minutes.

A motion was made by Councilmember Hess and seconded by Councilmember Goodman to approve the November 2, 2021 Council Workshop Minutes and November 2, 2021 Regular Council Meeting Minutes. Motion passed unanimously.

5. Expenditures - None.

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 Councilmember Goodman and seconded by Councilmember Guy to approve Items 6.A, *6.B, *6.C, *6.D, *6.E, *6.F, *6.G, and *6.H. Motion passed unanimously.

***6.A Council to take action on the following Boards and Commissions changes:**

Community Services Advisory Board -

Reappoint Matthew Dudley as a Regular Member with a term expiration date of December, 2025;

Library Advisory Board -

Remove Charles Maloley as a Regular Member;

Remove Laine Wingfield as an Alternate Member;

Appoint Roxann Dudas as a Regular Member with a term expiration date of December, 2025;

Appoint Sebastian Trupiano as an Alternate Member with a term expiration date of December, 2025;

Public Safety Retirement Board (Fire) -

Remove James Brown as a Regular Member;

Appoint Howard Rubin as a Regular Member with a term expiration date of December, 2025;

Planning and Zoning Commission -

Reappoint Nick Hudec as an Alternate Member (District 6) with a term expiration date of December, 2025.

Staff Liaison: Summer Stewart, Deputy City Clerk

Council approved the following Boards and Commissions changes:

Community Services Advisory Board -

Reappoint Matthew Dudley as a Regular Member with a term expiration date of December, 2025;

Library Advisory Board -

Remove Charles Maloley as a Regular Member;

Remove Laine Wingfield as an Alternate Member;

Appoint Roxann Dudas as a Regular Member with a term expiration date of December, 2025;

Appoint Sebastian Trupiano as an Alternate Member with a term expiration date of December, 2025;

Public Safety Retirement Board (Fire) -

Remove James Brown as a Regular Member;

Appoint Howard Rubin as a Regular Member with a term expiration date of December, 2025; Planning and Zoning Commission -

Reappoint Nick Hudec as an Alternate Member (District 6) with a term expiration date of December, 2025.

***6.B Council to take action on the revised Buckeye Emergency Operations Plan.**

Staff Liaison: Bill Stockley, Interim Fire Chief

Council approved the revised Buckeye Emergency Operations Plan.

***6.C Council to take action on the Affiliation Agreement for Vehicular Training Experience by and between Wizard Education and the City of Buckeye, acting through the City of Buckeye Fire Department, for participation in the Wizard Medical Education Paramedic Program; and authorizing the Mayor to execute and deliver said Agreement on behalf of the City of Buckeye.**

Staff Liaison: Bill Stockley, Interim Fire Chief

Council approved the Affiliation Agreement for Vehicular Training Experience by and between Wizard Education and the City of Buckeye, acting through the City of Buckeye Fire Department, for participation in the Wizard

Medical Education Paramedic Program; and authorizing the Mayor to execute and deliver said Agreement on behalf of the City of Buckeye.

- *6.D Council to take action on Delivery Order No. 2 to the Job Order Contract (No. 2020001.04) between the City of Buckeye, an Arizona municipal corporation, and Haydon Building Corp., an Arizona corporation, for labor, materials, equipment and services required for roofing and abatement improvements, and authorizing the Mayor to execute and deliver said Delivery Order on behalf of the City.**

Staff Liaison: Chris Williams, Construction and Contracting Manager

Council approved Delivery Order No. 2 to the Job Order Contract (No. 2020001.04) between the City of Buckeye, an Arizona municipal corporation, and Haydon Building Corp., an Arizona corporation, for labor, materials, equipment and services required for roofing and abatement improvements, and authorizing the Mayor to execute and deliver said Delivery Order on behalf of the City.

- *6.E Council to take action on the Sale of Real Property located at 301 East Centre Avenue, Buckeye, Arizona 85326, between the City of Buckeye, an Arizona municipal corporation, identified as the Seller, and Modus Development, LLC, identified as the Purchaser; authorizing the Mayor to execute and deliver said Purchase Agreement, Bill of Sale and Special Warranty Deed on behalf of the City for \$905,000; and authorizing the Mayor or City Manager to approve, execute and deliver any other transfer instruments or transaction documents required for closing escrow.**

Staff Liaison: Chris Williams, Construction and Contracting Manager

Council approved the Sale of Real Property located at 301 East Centre Avenue, Buckeye, Arizona 85326, between the City of Buckeye, an Arizona municipal corporation, identified as the Seller, and Modus Development, LLC, identified as the Purchaser; authorizing the Mayor to execute and deliver said Purchase Agreement, Bill of Sale and Special Warranty Deed on behalf of the City for \$905,000; and authorizing the Mayor or City Manager to approve, execute and deliver any other transfer instruments or transaction documents required for closing escrow.

- *6.F Council to take action on a plat of Phase 3 a Re-plat of Algodon Phase 2 (Tract AB) generally located on the northeast corner of Southern Avenue and Apache Road.**

Staff Liaison: Andrea Marquez, Planner II

Council approved a plat of Phase 3 a Re-plat of Algodon Phase 2 (Tract AB) generally located on the northeast corner of Southern Avenue and Apache Road.

- *6.G Council to take action on a final plat for Desert Moon Estates Phase 3 Parcel 7 generally located south and east of the southeast corner of the West Yuma Road and South Apache Road intersection.**

Staff Liaison: Patricia Cooley, Planner I

Council approved a final plat for Desert Moon Estates Phase 3 Parcel 7 generally located south and east of the southeast corner of the West Yuma Road and South Apache Road intersection.

- *6.H Council to take action on a final plat for Bentrige Phase 1 generally located south of the southeast corner of the intersection of Watson Road and Lower Buckeye Road.**

Staff Liaison: Randy Proch, Senior Planner

Council approved a final plat for Bentrige Phase 1 generally located south of the southeast corner of the intersection of Watson Road and Lower Buckeye Road.

7. Public Hearings / Non-Consent - New Business

December 7, 2021 Regular Council Meeting Minutes

7.A Council to hold a public hearing and take action on Ordinance No. 18-21 amending the Zoning Map of the City of Buckeye on approximately 36.1 acres, located at the southwest corner of Apache Road and Yuma Road to designate a Planned Area Development Overlay, for a property known as Bungalows on Yuma and Apache.

Staff Liaison: Randy Proch, Senior Planner

Councilmember Heustis opened a public hearing at 6:26 p.m. to hear citizen input regarding rezone Ordinance No. 18-21. Mr. Proch provided an overview of rezone Ordinance No. 18-21. Applicant Mark Reddie, with RVi Planning + Landscape Architecture, has requested a Planned Area Development (PAD) Overlay on approximately 36.1 acres within the Commercial Center (CC) zoning district at the southwest corner of Apache Road and Yuma Road. The PAD Overlay request would modify the required building separation requirement of the Commercial Center (CC) zoning district from twenty feet to eight feet, in order to construct a new single-family rental community, known as Bungalows on Yuma and Apache. No further modification or changes to the Buckeye Development Code are proposed with this request. The site is surrounded by residential developments to the south, east, and northeast of the site. To the immediate north of the site is Jones Ford, and to the west is undeveloped. Vicinity maps and a conceptual site plan were displayed. Public outreach and public notifications were reviewed. Staff and the Planning and Zoning Commission recommend approval, subject to conditions. Councilmember Hess requested clarification regarding open space, the developer of the property, and fire standards. Mr. Proch stated there are minimum open space standards for multi-family communities; the trail depicted in the conceptual site plan is considered open space; stated Cavan Companies is the developer and the homebuilder for this project; clarified the location of the property and the proposed parking and street width within the community. Assistant Fire Chief Bill Stockley stated fire sprinklers are required within the homes pursuant to the City's code. Councilmember Guy requested further information regarding design, amenities, maintenance of the property, and anticipated rent for the units. Mr. Proch provided additional information regarding architectural elevations for the proposed products; stated the proposed trail has been identified in the Parks and Recreation Master Plan. Applicant Kyle Barichello with RVi Planning + Landscape Architecture confirmed the developer will maintain the proposed trail and will obtain necessary easements and permissions from APS. Mr. Proch confirmed this is a build to rent project. Mr. Barichello stated upon construction of the community a management company is then hired to manage the community; stated the product is considered luxury rental with a wide-range of demographics; stated the starting price range for these units is typically \$1,400 to \$2,200 across the valley; confirmed there will be one, two, and three bedroom units constructed. There being no further comment, Councilmember Heustis closed the public hearing at 6:26 p.m. A motion was made by Councilmember Hess and seconded by Councilmember Goodman to adopt Ordinance No. 18-21 amending the Zoning Map of the City of Buckeye on approximately 36.1 acres, located at the southwest corner of Apache Road and Yuma Road to designate a Planned Area Development Overlay, for a property known as Bungalows on Yuma and Apache. Motion passed unanimously.

7.B Council to hold a public hearing and take action on the request for a Series 10 Beer and Wine Store Liquor License Application for Circle K #3474, to be located at 1185 North Jackrabbit Trail.

Staff Liaison: Lucinda Aja, City Clerk

Councilmember Heustis opened a public hearing at 6:36 p.m. to hear citizen input regarding a Series 10 Beer and Wine Store Liquor License Application for Circle K #3474, to be located at 1185 North Jackrabbit Trail. Ms. Aja provided an overview of the application; Circle K #3474 is requesting approval for a new Series 10 Beer and Wine Store Liquor License for their new location. The application was legally posted on November 16, 2021. The applicant was available for questions. There being no further comment, Councilmember Heustis closed the public hearing at 6:37 p.m. A motion was made by Councilmember Hess and seconded by Councilmember Guy to approve Council to hold a public hearing and take action on the Series 10 Beer and Wine Store Liquor License Application for Circle K #3474, to be located at 1185 North Jackrabbit Trail. Motion passed unanimously.

7.C Council to take action on Resolution No. 89-21 modifying council district boundaries; providing for severability; and repealing conflicting Resolutions.

Staff Liaison: Lucinda Aja, City Clerk

Ms. Aja provided an overview of Resolution No. 89-21 and introduced Douglas Johnson and Ivy Beller Sakanski with National Demographics Corporation (NDC). Mr. Johnson presented information regarding the proposed maps modifying council district boundaries. In accordance with the Fourteenth and Fifteenth Amendments to the United States Constitution, the Voting Rights Act, and Arizona Revised Statutes, Council must realign the councilmember voting districts to reflect the 2020 decennial Census redistricting data and additional demographic information. The City held three public outreach meetings, posted frequently on social media sites, and the City Clerk's web page hosted a tutorial regarding the tool for creating maps. Council provided direction to bring forth a new map to show alternate boundary lines, attached as "Map A", along with the original example map known and attached as "Map B" for consideration and possible adoption. The proposed maps were displayed and reviewed; both are in compliance with Federal and State laws and traditional redistricting principles. Councilmember Hess requested further information regarding the implementation timeline; stated public outreach reflected a preference for "Map B". Mr. Johnson stated the approved map will be provided to the County and State and will be in effect for upcoming elections; confirmed there is no longer a pre-clearance requirement with the Department of Justice. Ms. Aja stated the approved map will be provided to the City's GIS and maps will be printed in January 2022. A motion was made by Councilmember Hess and seconded by Councilmember Guy to adopt Resolution No. 89-21 modifying council district boundaries; providing for severability; and repealing conflicting Resolutions; and selecting "Map B" as the exhibit to the Resolution. Motion passed unanimously.

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

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

Ms. Solano provided an overview of Ordinance No. 10-21. The Council approved City of Buckeye Water Resources Master Plan calls for strengthening its water conservation program. The adoption of sixteen additional water conservation codes sections is proposed. The proposed code sections would be adopted in addition to the existing water conservation code sections. Implementation of the proposed water conservation code sections should reduce operational costs and maximize resources. Sections 17-5-12 through 17-5-27 would apply Citywide, to include the City of Buckeye water service area and the water service areas of private water companies within the City of Buckeye, including the water service areas of Arizona Water Company and EPCOR, and would also apply to City of Buckeye rights-of-way and City of Buckeye facilities. The proposed restrictions related to natural turf would only apply to unused turf and would not apply to turf used for recreation or pet exercising or to turf watered with effluent. Proposed restrictions related to natural turf would only apply to new construction, with the exception of restrictions related to winter over seeding. Proposed violation and penalty provisions were summarized. Mr. Whitler provided information regarding additional public outreach that took place after direction from Council. The provisions of the new Code sections do not go into effect until March 1, 2022. This will provide sufficient time to educate the developers and public regarding the new water conservation provisions. Councilmember HagEstad thanked staff for their additional efforts regarding the proposed amendments; requested further clarification regarding education; stated he intends to have further communication with staff and bring forward further amendments as necessary. Mr. Whitler stated provisions related to public education are included throughout the water conservation code updates; in the case of a violation, a thirty-day notice to correct will be provided and staff will take that opportunity to educate and if education is successful, the violation will not reach the point of issuing a citation; confirmed the effective date of the proposed amendments is March 1, 2022. Councilmember Goodman requested further clarification regarding public communication; stated the importance of providing education and communicating to all users. Ms. Solano stated the department's conservation specialist and consumer advocate

reaches out to customers to provide education and will proactively reach out as needed; stated the City will continue to perform outreach and marketing regarding the importance of conservation. Mayor Orsborn thanked staff for their efforts to educate the public and conserve this valuable resource. Councilmember Guy expressed the importance of education and consistent communication with the public regarding water conservation. Councilmember Hess stated a water conservation committee or board may need to be formed to ensure a consistent message and education; requested further clarification regarding enforcement. Ms. Solano stated any staff member in the field may see and then address any issues they see; stated residents may also reach out to the Water Department to report any issues; stated education takes place at the time a violation is identified; provided further information regarding enforcement and penalties. Councilmember Heustis requested clarification regarding further code amendments. Ms. Schmidt confirmed Council may adopt the amendments currently before them and then may adopt further amendments if deemed necessary by Council. A motion was made by Councilmember HagEstad and seconded by Councilmember Goodman to adopt Ordinance No. 10-21 declaring as a public record that certain document on file with the City Clerk entitled the "City of Buckeye 2021 Water Conservation Code Updates" by reference; and amending the Buckeye City Code by amending Chapter 17, Water Utilities, in accordance with the "City of Buckeye Water 2021 Conservation Codes Updates"; providing for repeal of conflicting ordinances; providing for severability; and providing penalties for violations. Motion passed unanimously.

8. Staff Reports / Discussion and Possible Direction from Council

8.A Summary of the status and process involved in the redistricting of state and federal legislative districts.

Staff Liaison: George Diaz, Intergovernmental Affairs Director

Mr. Diaz presented a summary of the status and process involved in the redistricting of state and federal legislative districts; the Independent Redistricting Commission (IRC) is responsible for completing the redistricting process; proposed maps were displayed and discussed. Each state legislative district will consist of approximately 240,000 people. Councilmember Hess requested clarification regarding the redistricting process; stated the importance of active and unified involvement by the City in the redistricting process; stated the current proposed districts are not in the best interests of the City; stated Council should hold a meeting in the near future to address concerns and identify the best approach to move forward to ensure the City's needs are being addressed in the redistricting process. Mr. Diaz stated the proposed maps do not take into account the residence of current representatives; provided clarification regarding participation in the redistricting process; stated the maps presented will likely be amended further by the IRC and prior to eventual adoption; stated he is authorized to act on behalf of the City. Additional information was provided regarding communities of interest in the areas of agriculture, rapid growth, and water. Mr. Diaz expressed the importance of focusing on communities of interest when communicating the City's district preferences. Mayor Orsborn directed staff to schedule a meeting with Council to address redistricting and formulate a unified plan. Councilmember Guy requested further information regarding involvement in the process. Mr. Diaz provided further information and direction regarding engagement in the redistricting process. Mayor Orsborn requested clarification regarding the boundaries of the proposed maps. Mr. Diaz provided clarification regarding the proposed district boundaries; stated he would confirm the boundaries and provide that information to Council. Councilmember Goodman expressed concern with the proposed boundaries and the importance of becoming involved in the process to ensure Buckeye's needs are represented at the state and federal level. Councilmember HagEstad stated the need to communicate with current representation and the importance of Council coming together to formulate a plan to engage in the process. Mr. Diaz stated the population of Buckeye and Goodyear are almost equal to the population numbers required in each proposed state legislative district. Councilmember Heustis expressed dissatisfaction with the proposed districts; expressed a need for adequate representation; stated Buckeye needs to engage in the process.

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

Mr. Klingler presented a brief summary of current events.

December 7, 2021 Regular Council Meeting Minutes

10. Comments from the Mayor and Council

Vice Mayor Youngker: absent.

Councilmember HagEstad: no comment.

Councilmember Goodman: no comment.

Councilmember Guy: thanked the Main Street Coalition and Community Services Department for recent successful community events; provided information regarding the Buckeye Youth Council’s Christmas Angel project and thanked all staff who have participated in the project.

Councilmember Hess: thanked staff for working so hard over the past year; welcomed Fire Chief Rhoades; thanked assistant Chief Stockley for serving as Interim Fire Chief; thanked and congratulated leadership academy participants.

Councilmember Heustis: thanked the Main Street Coalition for recent successful community events.

Mayor Orsborn: thanked staff, welcomed Fire Chief Rhoades, and congratulated leadership academy participants.

11. Council will make a motion to adjourn the meeting

A motion was made by Councilmember Goodman and seconded by Councilmember Hess to adjourn the meeting at 8:01 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 December 7, 2021. I further certify that a quorum was present.

Lucinda J. Aja, City Clerk

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 01/04/22	AGENDA ITEM: 6.A. Resolution 01-22. Terravista Phase 2 Intent to expand Street lighting Improvement District No. 2017-SLID-003
DATE PREPARED: 12/22/21	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. 01-22 enlarging City of Buckeye Street Lighting Improvement District No. 2017-SLID-003; and ordering the recording and filing of this Resolution.

RELEVANT GOALS:

GOAL 2: Enhanced Economic Well-Being and Vitality

ADDITIONAL RELEVANT GOALS:

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

SUMMARY

PROJECT DESCRIPTION:

Both SLIDS and MIDs provide for the benefit of ensuring that there is a balance of revenue and expenditures to provide for the quality of life for the residents/owners of a particular development without an undue burden upon the existing community. SLIDs are established to purchase (and not generate) energy for street lighting or public park lighting within the District and adjacent streets so that the costs are not borne by the City in its HURF fund. In preparation for the expansion of this development, 2017-SLID-003 will be expanded to provide energy for the new street lights within the expanded portion of this District.

BENEFITS:

SLIDs ensure that only the owners that benefit from the lighting in their community pay for that service. Having the costs of street and public park lighting within the District borne by the owners in a development ensure that the revenue needed to fund these costs are always in place.

FUTURE ACTION:

A budget and further Council action will take place at the beginning of the fiscal year 2022-23 to implement the new area of this SLID.

FINANCIAL IMPACT STATEMENT:

N/A

CURRENT FISCAL YEAR TOTAL COST:

N/A

BUDGETED:

No

FISCAL YEAR:

FY23/24

FUND/DEPARTMENT:

SLIDs

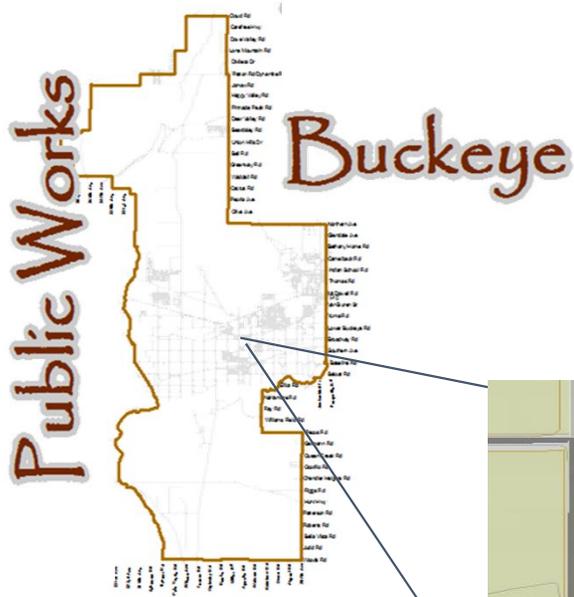
Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

[Terravista Expansion.pptx](#)

[Terravista Phase 2 - Petition_2017-SLID-003.pdf](#)

[RES 01-22 - 2017-SLID-003 Terravista Ph 2 Expansion.DOCX](#)



2017-SLID-003

Terravista Phase 2 Expansion District 1



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**

**TERRAVISTA - PHASE 2
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 owner (the "*Petitioner*") respectfully petitions the City Council of the City of Buckeye, Arizona ("*City Council*") to order the enlargement of the existing City of Buckeye Street Lighting Improvement District No. 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 Petitioner agrees to waive certain rights under the Improvement District Law and hereby consents to the annexation and inclusion of the land shown on *Exhibits A, B, C* and *C-1* to be annexed into the District.

1. Area to be Added to District. The property comprising the proposed additions to the existing District is described by a legal description, Assessor's parcel numbers and a map or plat of the area, all as set forth in *Exhibits A, B, C* and *C-1*, attached hereto and incorporated herein by this reference. The proposed enlarged District consists of an aggregate of 156 lots and seven tracts and is entirely within the corporate boundaries of the City of Buckeye, Arizona (the "*City*"). The Petitioner respectfully requests that the land shown on *Exhibits A, B, C* and *C-1* 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-1, Exhibit C-1* shall govern.

2. Authority. The Petitioner is the sole owner of all non-public real property within the area proposed to be annexed to the District.

3. Purpose. The District was formed solely for the purchase of energy for lighting the streets and public parks within and adjacent to the District.

4. Public Convenience and Necessity. The necessity for the enlargement of the District is the purchase of energy for lighting the streets and public parks within the proposed

enlarged District by the levying of an annual ad valorem tax or by an equal apportionment of taxes upon all of the non-public real property of the District as provided in A.R.S. § 48-616(C).

5. Payment of Costs by Petitioner. The Petitioner agrees to pay the costs and expenses of operation, repair and energy for street lighting within and surrounding the proposed addition to the District that operate prior to July 1, 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 Petitioner agrees to reimburse the City for all reasonable legal and engineering fees and costs incurred by the City with respect to the enlargement of the District.

7. Expansion of or Annexation to the District. The Petitioner waives any objections to, or protest against, future enlargement or enlargements of the District and also waives all notices of such enlargement or enlargements, whether required to be published, posted, or mailed with respect to the later enlargement of the District's boundaries; the Petitioner further waives any objection to, or protest against, the consolidation of the District with any other similar district or districts.

8. Waiver and Consent. The Petitioner, with full knowledge of its rights being waived hereunder, hereby expressly waives:

a) The right to challenge or object to any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings that resulted in or will result in the adoption of the Resolution(s) of Intention, the Resolution Forming the District, and the Resolution(s) Enlarging the District, or any Notices pertaining thereto;

b) Any necessity for publication, posting, or mailing of the Resolution(s) Enlarging the District, Notices of Proposed Improvements, or Notices described in A.R.S. §§ 48-574(J) and 48-616(M);

c) All protest rights whatsoever under A.R.S. §§ 48-579(A)-(B) and 48-616(M), which provide for protests against the work or objections to the extent of the enlargement of the District; and

d) Any necessity for any notice or hearing with respect to land owned by the Petitioner now within the District or within the property comprising the proposed additions to the District.

9. Fees. The Petitioner has paid, or will pay, any and all District application fees.

10. Equal Apportionment. The Petitioner hereby petitions the City Council to equally apportion the District's annual taxes based on the number and classifications of properties within the proposed enlarged District pursuant to A.R.S. § 48-616(J).

11. Waiver. This Petition shall also be deemed to be a petition of more than one-half (1/2) of the taxable property units and more than one-half (1/2) of the assessed valuation within the proposed addition to the District and as such shall also be deemed to be a waiver of any and all requirements to file a petition under A.R.S. § 48-576, as amended.

12. Public Benefit. The purchase of energy to operate street lighting improvements within the area to be annexed is of more than local or ordinary public benefit.

13. Successors and Assigns. To the extent permitted by law, this Petition shall be binding on all successors or assigns of the Petitioner who hereafter own or have an interest in the property described in Exhibits A, B, C and C-1 attached hereto.

14. Recordation. This Petition may be recorded in the office of the Maricopa County Recorder and in the office of the Superintendent of Streets of the City.

PROPERTY: See attached Exhibits A, B, C and C-1

[Remainder of Page Intentionally Left Blank]

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Petition as of the 15th day of December, 2021.

PETITIONER

LGI HOMES-ARIZONA, LLC,
an Arizona limited liability company

By: LGI HOMES GROUP, LLC,
a Texas limited liability company

Its: Manager

By: Rick Tayrien

Name: Rick Tayrien

Title: Officer

VERIFICATION

Rick Tayrien, after being first duly sworn upon his/her oath, deposes and states:

That I am the Officer of LGI HOMES GROUP, LLC, a Texas limited liability company, the Manager of the above-named Petitioner; that I make this Verification in that capacity; that I have read the foregoing Petition, and I know the contents thereof to be true.

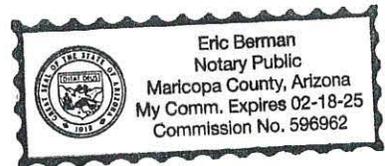
DATED this 15th day of December, 2021.

SUBSCRIBED AND SWORN TO by Rick Tayrien before me, the undersigned notary public, this 15th day of December, 2021.

Eric Berman
Notary Public

(Seal and Expiration Date)

RECEIPT this 20th day of December, 2021, of the foregoing Petition is hereby acknowledged by the City Clerk of the City of Buckeye, Arizona, who will deliver said Petition to the City Council for action.



Lucinda J. Aja, City Clerk

EXHIBIT A
Legal Description
Street Lighting Improvement District No. 2017-SLID-003 Terravista

LEGAL DESCRIPTION:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP BEING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 3 WEST, FROM WHENCE A 5/8 INCH IRON ROD, BEING THE SOUTHWEST CORNER OF SECTION 6, BEARING SOUTH 00° 00' 00" WEST, A DISTANCE OF 2,640.24 FEET, BEING THE (BASIS OF BEARING), AND SAID WEST QUARTER CORNER ALSO BEING **THE POINT OF BEGINNING**;

THENCE FOLLOWING THE MID SECTION LINE OF SAID SECTION 6, NORTH 89° 22' 32" EAST, A DISTANCE OF 1,184.39 FEET;

THENCE DEPARTING THE MID SECTION LINE, SOUTH 00° 37' 28" EAST, A DISTANCE OF 159.00 FEET;

THENCE NORTH 89° 22' 32" EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 00° 37' 28" EAST, A DISTANCE OF 53.00 FEET;

THENCE NORTH 89° 22' 32" EAST, A DISTANCE OF 11.23 FEET;

THENCE SOUTH 6° 07' 30" EAST, A DISTANCE OF 70.58 FEET;

THENCE SOUTH 00° 37' 28" EAST, A DISTANCE OF 217.74 FEET;

THENCE NORTH 89° 22' 32" EAST, A DISTANCE OF 4.00 FEET;

THENCE SOUTH 00° 37' 28" EAST, A DISTANCE OF 40.00 FEET;

THENCE SOUTH 89° 22' 32" WEST, A DISTANCE OF 11.49 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS BEARING NORTH 00° 37' 28" WEST, A DISTANCE OF 220.00 FEET;

THENCE FOLLOWING THE ARC OF SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 6° 16' 18", A DISTANCE OF 24.08 FEET;

THENCE SOUTH 00° 37' 28" EAST, A DISTANCE OF 180.86 FEET;

THENCE SOUTH 57° 19' 30" WEST, A DISTANCE OF 45.06 FEET;

THENCE SOUTH 35° 37' 28" EAST, A DISTANCE OF 157.32 FEET;

THENCE SOUTH 54° 22' 32" WEST, A DISTANCE OF 133.87 FEET;

THENCE SOUTH 35° 37' 28" EAST, A DISTANCE OF 115.00 FEET;

THENCE SOUTH 54° 22' 32" WEST, A DISTANCE OF 311.82 FEET;

THENCE SOUTH 01° 22' 16" EAST, A DISTANCE OF 25.00 FEET, TO THE NORTH LINE OF "ENCANTADA ESTATES", BOOK 825, PAGE 36, M.C.R.;

THENCE FOLLOWING THE NORTH LINE OF "ENCANTADA ESTATES", AS RECORDED IN BOOK 825, PAGE 36, M.C.R., SOUTH 88° 37' 44" WEST, A DISTANCE OF 914.90 FEET, TO THE EAST RIGHT OF WAY FOR ROOKS ROAD, PER BOOK 2 OF MAPS, PAGE 13, AND BOOK 1 OF MAPS, PAGE 59;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 33.00 FEET, TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 6.

THENCE FOLLOWING THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 6, NORTH 00° 00' 00" EAST, A DISTANCE OF 1258.79 FEET, TO THE POINT OF BEGINNING.

EXPIRES 6/30/22



Kenneth P. Converse

EXHIBIT B
APN Parcel Numbers

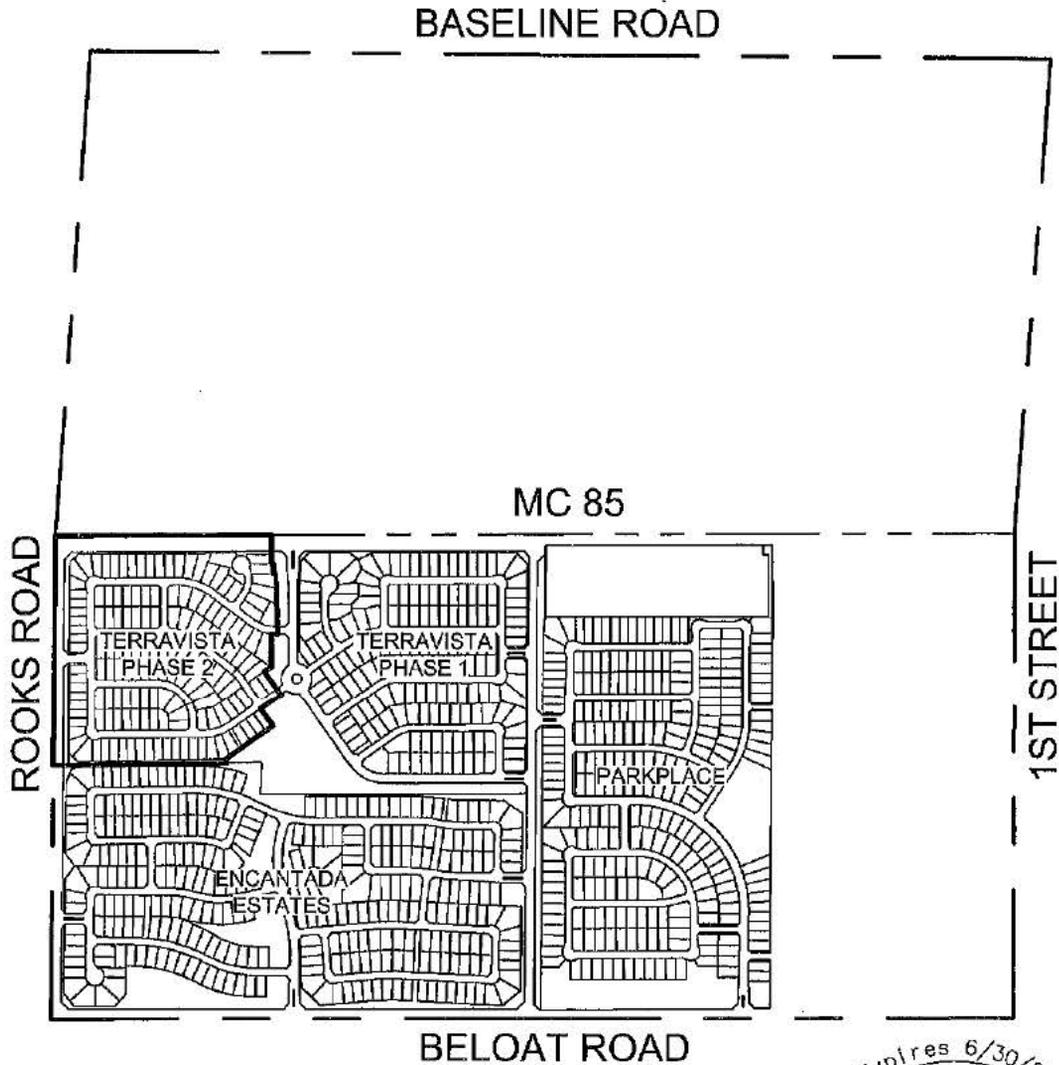
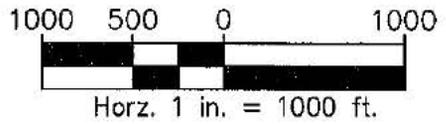
Street Lighting Improvement District No. 2017-SLID-003 Terravista

Lot Number	Assessor Parcel Number						
161	40034823	200	40034862	239	40034901	278	40034940
162	40034824	201	40034863	240	40034902	279	40034941
163	40034825	202	40034864	241	40034903	280	40034942
164	40034826	203	40034865	242	40034904	281	40034943
165	40034827	204	40034866	243	40034905	282	40034944
166	40034828	205	40034867	244	40034906	283	40034945
167	40034829	206	40034868	245	40034907	284	40034946
168	40034830	207	40034869	246	40034908	285	40034947
169	40034831	208	40034870	247	40034909	286	40034948
170	40034832	209	40034871	248	40034910	287	40034949
171	40034833	210	40034872	249	40034911	288	40034950
172	40034834	211	40034873	250	40034912	289	40034951
173	40034835	212	40034874	251	40034913	290	40034952
174	40034836	213	40034875	252	40034914	291	40034953
175	40034837	214	40034876	253	40034915	292	40034954
176	40034838	215	40034877	254	40034916	293	40034955
177	40034839	216	40034878	255	40034917	294	40034956
178	40034840	217	40034879	256	40034918	295	40034957
179	40034841	218	40034880	257	40034919	296	40034958
180	40034842	219	40034881	258	40034920	297	40034959
181	40034843	220	40034882	259	40034921	298	40034960
182	40034844	221	40034883	260	40034922	299	40034961
183	40034845	222	40034884	261	40034923	300	40034962
184	40034846	223	40034885	262	40034924	301	40034963
185	40034847	224	40034886	263	40034925	302	40034964
186	40034848	225	40034887	264	40034926	303	40034965
187	40034849	226	40034888	265	40034927	304	40034966
188	40034850	227	40034889	266	40034928	305	40034967
189	40034851	228	40034890	267	40034929	306	40034968
190	40034852	229	40034891	268	40034930	307	40034969
191	40034853	230	40034892	269	40034931	308	40034970
192	40034854	231	40034893	270	40034932	309	40034971
193	40034855	232	40034894	271	40034933	310	40034972
194	40034856	233	40034895	272	40034934	311	40034973
195	40034857	234	40034896	273	40034935	312	40034974
196	40034858	235	40034897	274	40034936	313	40034975
197	40034859	236	40034898	275	40034937	314	40034976
198	40034860	237	40034899	276	40034938	315	40034977
199	40034861	238	40034900	277	40034939	316	40034978

EXEMPT PARCELS

Tract Name	Assessor Parcel Number	Exempt
Tract A	40034979	Exempt
Tract B	40034980	Exempt
Tract C	40034981	Exempt
Tract L	40034982	Exempt
Tract P	40034983	Exempt
Tract Q	40034984	Exempt
Tract R	40034985	Exempt

EXHIBIT C
MAP OF ANNEXED AREA



KEY MAP



SCALE: 1"=1000'



Kenneth P. Converse

CITY OF BUCKEYE
 STREET LIGHT
 IMPROVEMENT DISTRICT
 NO. 2017-SLID-003-TERRAVISTA
 AMENDED TO INCLUDE ANNEXED AREA

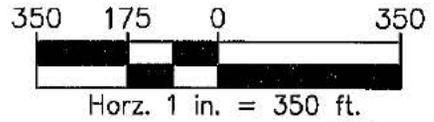


PHOENIX
 19621 N. 23RD DR, STE 150
 PHOENIX, AZ 85027
 TEL: (602) 977-8000 FAX: (602) 977-8099 www.cardno.com

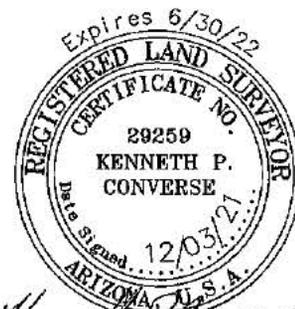
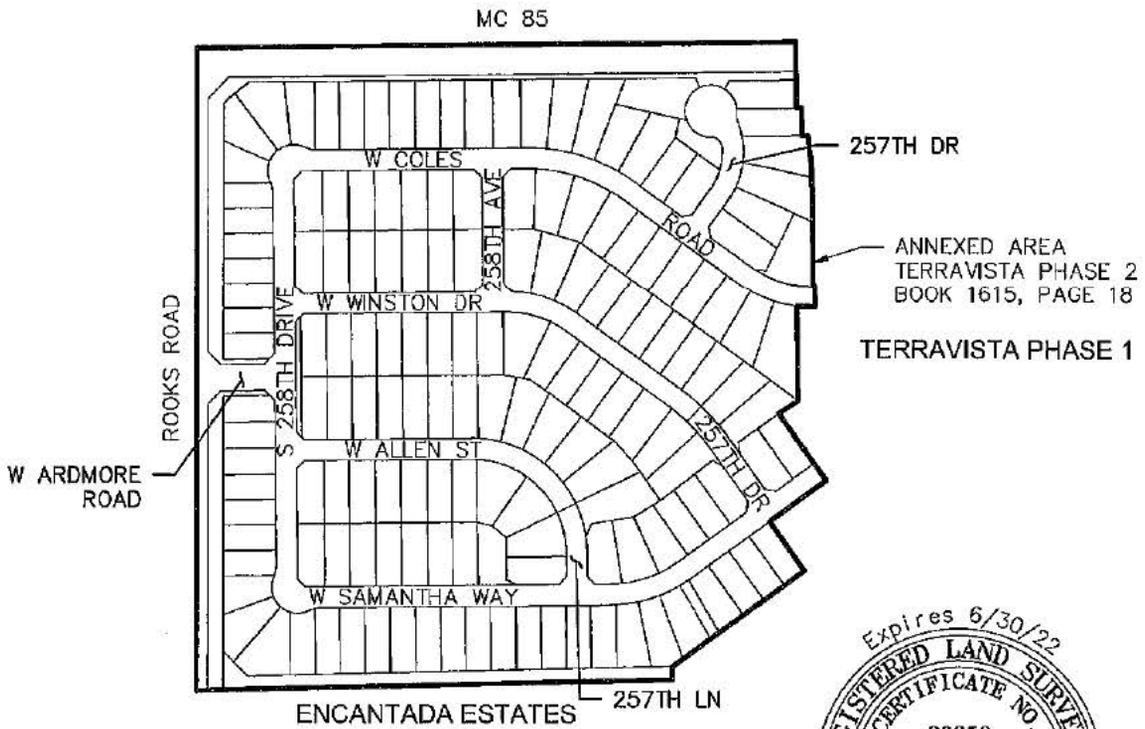
LEGEND

— EXPANSION

EXHIBIT C-1 MAP OF ANNEXED AREA



SCALE: 1"=350'



Kenneth P. Converse



PHOENIX
19621 N. 23RD DR, STE 150
PHOENIX, AZ 85027
TEL: (602) 977-8000 FAX: (602) 977-8099 www.cardno.com

CITY OF BUCKEYE
STREET LIGHT
IMPROVEMENT DISTRICT
NO. 2017-SLID-003-TERRAVISTA
AMENDED TO INCLUDE ANNEXED AREA

When Recorded, Return to:

Lucinda J. Aja, City Clerk
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

RESOLUTION NO. 01-22

**RESOLUTION ENLARGING CITY OF BUCKEYE STREET LIGHTING
IMPROVEMENT DISTRICT NO. 2017-SLID-003; AND ORDERING THE
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, C, and C-1 (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, C, and C-1 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-1, Exhibit C-1 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 4th day of January, 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
- Exhibit C-1: Map of Annexed Area

CERTIFICATION

I, Lucinda J. Aja, the duly appointed and acting City Clerk of the City of Buckeye, Arizona, do hereby certify that the above and foregoing Resolution No. 01-22 was duly passed by the Mayor and City Council of the City of Buckeye, Arizona, at a regular meeting held on January 4, 2022, and the vote was ____ aye's, ____ nay's, ____ abstained and ____ were absent and that the Mayor and ____ Council Members were present thereat.

DATED: January 4, 2022.

Lucinda J. Aja, City Clerk

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

MEETING DATE: 01/04/22	AGENDA ITEM: 6.B. Resolution No. 02-22. Terravista Phase 2 Intent to expand Maintenance Improvement District No. 2018-MID-001
DATE PREPARED: 12/22/21	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. 02-22 enlarging City of Buckeye Maintenance Improvement District No. 2018-MID-001; and ordering the 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:

Both SLIDs and MIDs provide for the benefit of ensuring that there is a balance of revenue and expenditures to provide for the quality of life for the residents/owners of a particular development without an undue burden upon the existing community. Maintenance Improvement Districts (MIDs) are responsible for maintaining parkways and parking on streets within the District. In preparation for the expansion of this development, the established 2018-MID-001 will be expanded to cover the additional costs of maintaining the parkways and parks within the District.

BENEFITS:

Having the costs of parkways and parking assessed against the land within the development and not borne by the City. MIDs provide assurance for the City that should a development's owners become unable to maintain the rights-of-ways that they are responsible for, that the City, when assuming these responsibilities, will have the revenues in place to defer the cost.

FUTURE ACTION:

There will be no further action necessary, unless the responsible owners within a development should dissolve. At that time, in accordance with applicable State law, the MID will be activated through separate action of the City Council.

FINANCIAL IMPACT STATEMENT:

N/A

CURRENT FISCAL YEAR TOTAL COST:

N/A

BUDGETED:

No

FISCAL YEAR:

FY23/24

FUND/DEPARTMENT:

SLIDs

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

ATTACHMENTS:

[Terravista Phase 2 - Petition_2018-MID-001.pdf](#)

[RES 02-22 - 2018-MID-001 Terravista Ph 2 Expansion.DOCX](#)

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 MUNICIPAL
IMPROVEMENT DISTRICT BY THE CITY OF BUCKEYE**

**TERRAVISTA – PHASE 2
ANNEXATION TO 2018-MID-001**

To: Honorable Mayor and Councilmembers
City of Buckeye, Arizona

On March 20, 2018, the Mayor and Council of the City of Buckeye, Arizona passed and adopted Resolution No. 13-18, ordering the formation of City of Buckeye Parkway Maintenance Improvement District No. 2018-MID-001 (the "*District*") for the purpose of maintenance, repair, and improvement of parkways and parkings and also for the maintenance, repair and replacement of landscaping and street lights in such streets, parkways and parkings in or adjacent to the District. Subsequent to the formation of the District, Mayor and Council (collectively, "*City Council*") of the City of Buckeye revised the City of Buckeye Code of Ordinances (the "*Code*") and, pursuant to law, authorized maintenance improvement districts to provide for the operation, maintenance, repair and improvement of parkings, parkways, retention basins and detention basins within, adjacent to, or that serve the District, and public landscaping, street lights, all headwalls, pumps, piping, canals, washes, ditches, storm drain inlets, scuppers, dry wells, and other adjuncts and appliances related to such parkings, parkways, retention basins and detention basins.

Pursuant to Arizona Revised Statutes ("*A.R.S.*") Title 48, Chapter 4, Article 2 (the "*Improvement District Law*"), the undersigned property owner (the "*Petitioner*") respectfully petitions the City Council of the City of Buckeye, Arizona to order the enlargement of the District under the current Code and in accordance with the Improvement District Law and amend the District's name to the City of Buckeye Maintenance Improvement District. In support of this Petition, Waiver and Consent to Inclusion of Additional Land within an Existing Municipal Improvement District by the City of Buckeye (this "*Petition*"), the Petitioner agrees to waive certain rights under the Improvement District Law and hereby consents to the annexation and inclusion of the land shown on *Exhibits A, B, C* and *C-1* to be annexed into the District.

1. Area to be Added to District. The property comprising the proposed additions to the existing District is described by a legal description, Assessor's parcel numbers and a map or plat of the area, all as set forth in *Exhibits A, B, C* and *C-1*, attached hereto and incorporated herein by this reference. The proposed addition consists of an aggregate of 156 lots and seven tracts which are entirely within the corporate boundaries of the City of Buckeye, Arizona (the "*City*").

The Petitioner respectfully requests that the land shown on Exhibits A, B, C and C-1 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-1, Exhibit C-1 shall govern.

2. Authority. The Petitioner is the sole owner of all non-public real property within the area proposed to be annexed to the District.

3. Purpose. The District was formed solely for the maintenance, repair and improvement of parkways and parkings within and adjacent to the District.

4. Public Convenience and Necessity. The necessity for the enlargement of the District is the maintenance, repair and improvement of parkways and parkings 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. § 48-574(D).

5. Payment of Costs by Petitioner. The Petitioner agrees to pay the costs and expenses of maintaining the public parkways and parkings 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, C and C-1 before November 1, 2023.

6. Reimbursement. The Petitioner agrees to reimburse the City for all reasonable legal and engineering fees and costs incurred by the City with respect to the enlargement of the District.

7. Expansion of or Annexation to the District. The Petitioner waives any objections to, or protest against, future enlargement or enlargements of the District and also waives all notices of such enlargement or enlargements, whether required to be published, posted, or mailed with respect to the later enlargement of the District's boundaries; the Petitioner further waives any objection to, or protest against, the consolidation of the District with any other similar district or districts. To the extent required by law, this Petition shall be binding on all successors or assigns who hereafter own or have an interest in the land and parcels described in Exhibits A, B, C and C-1 attached hereto.

8. Waiver and Consent. The Petitioner, with full knowledge of its rights being waived hereunder, hereby expressly waives:

- a) The right to challenge or object to any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings that resulted in or will result in the adoption of the Resolution Ordering Formation of the District, any Resolution(s) of Intention, any 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);

c) All protest rights whatsoever under A.R.S. § 48-579(A) and (B), which provide for protests against the work or objections to the extent of the enlargement of the District; and

d) Any necessity for any notice or hearing with respect to land owned by the Petitioner now within the District or within the property comprising the proposed additions to the District.

9. Fees. The Petitioner has paid, or will pay, any and all District application fees.

10. 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.

11. Public Benefit. The maintenance, repair and improvement of parkways and parkings within the area proposed to be added to the District is of more than local or ordinary public benefit.

12. Successors and Assigns. To the extent permitted by law, this Petition shall be binding on all successors or assigns of the Petitioner who hereafter own or have an interest in the property described in Exhibits A, B, C and C-1 attached hereto.

13. 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, C and C-1

[Remainder of Page Intentionally Left Blank]

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Petition as of the 15th day of December, 2021.

PETITIONER

LGI HOMES-ARIZONA, LLC,
an Arizona limited liability company

By: LGI HOMES GROUP, LLC,
a Texas limited liability company
Its: Manager

By: Rick Tayrien

Name: Rick Tayrien

Title: Officer

VERIFICATION

Rick Tayrien, after being first duly sworn upon his/her oath, deposes and states:

That I am the Officer of LGI HOMES GROUP, LLC, a Texas limited liability company, the Manager of the above-named Petitioner; that I make this Verification in that capacity; that I have read the foregoing Petition, and I know the contents thereof to be true.

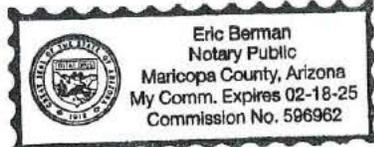
DATED this 15th day of December, 2021.

SUBSCRIBED AND SWORN TO by Rick Tayrien before me, the undersigned notary public, this 15th day of December, 2021.

Eric Berman
Notary Public

(Seal and Expiration Date)

RECEIPT this 20th day of December, 2021, of the foregoing Petition is hereby acknowledged by the City Clerk of the City of Buckeye, Arizona, who will deliver said Petition to the City Council for action.



Lucinda J. Aja, City Clerk

EXHIBIT A
Legal Description
Maintenance Improvement District No. 2018-MID-001 Terravista

LEGAL DESCRIPTION:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP BEING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 3 WEST, FROM WHENCE A 5/8 INCH IRON ROD, BEING THE SOUTHWEST CORNER OF SECTION 6, BEARING SOUTH 00° 00' 00" WEST, A DISTANCE OF 2,640.24 FEET, BEING THE (BASIS OF BEARING), AND SAID WEST QUARTER CORNER ALSO BEING **THE POINT OF BEGINNING**;

THENCE FOLLOWING THE MID SECTION LINE OF SAID SECTION 6, NORTH 89° 22' 32" EAST, A DISTANCE OF 1,184.39 FEET;

THENCE DEPARTING THE MID SECTION LINE, SOUTH 00° 37' 28" EAST, A DISTANCE OF 159.00 FEET;

THENCE NORTH 89° 22' 32" EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 00° 37' 28" EAST, A DISTANCE OF 53.00 FEET;

THENCE NORTH 89° 22' 32" EAST, A DISTANCE OF 11.23 FEET;

THENCE SOUTH 6° 07' 30" EAST, A DISTANCE OF 70.58 FEET;

THENCE SOUTH 00° 37' 28" EAST, A DISTANCE OF 217.74 FEET;

THENCE NORTH 89° 22' 32" EAST, A DISTANCE OF 4.00 FEET;

THENCE SOUTH 00° 37' 28" EAST, A DISTANCE OF 40.00 FEET;

THENCE SOUTH 89° 22' 32" WEST, A DISTANCE OF 11.49 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS BEARING NORTH 00° 37' 28" WEST, A DISTANCE OF 220.00 FEET;

THENCE FOLLOWING THE ARC OF SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 6° 16' 18", A DISTANCE OF 24.08 FEET;

THENCE SOUTH 00° 37' 28" EAST, A DISTANCE OF 180.86 FEET;

THENCE SOUTH 57° 19' 30" WEST, A DISTANCE OF 45.06 FEET;

THENCE SOUTH 35° 37' 28" EAST, A DISTANCE OF 157.32 FEET;

THENCE SOUTH 54° 22' 32" WEST, A DISTANCE OF 133.87 FEET;

THENCE SOUTH 35° 37' 28" EAST, A DISTANCE OF 115.00 FEET;

THENCE SOUTH 54° 22' 32" WEST, A DISTANCE OF 311.82 FEET;

THENCE SOUTH 01° 22' 16" EAST, A DISTANCE OF 25.00 FEET, TO THE NORTH LINE OF "ENCANTADA ESTATES", BOOK 825, PAGE 36, M.C.R.;

THENCE FOLLOWING THE NORTH LINE OF "ENCANTADA ESTATES", AS RECORDED IN BOOK 825, PAGE 36, M.C.R., SOUTH 88° 37' 44" WEST, A DISTANCE OF 914.90 FEET, TO THE EAST RIGHT OF WAY FOR ROOKS ROAD, PER BOOK 2 OF MAPS, PAGE 13, AND BOOK 1 OF MAPS, PAGE 59;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 33.00 FEET, TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 6.

THENCE FOLLOWING THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 6, NORTH 00° 00' 00" EAST, A DISTANCE OF 1258.79 FEET, TO THE POINT OF BEGINNING.

EXPIRES 6/30/22



EXHIBIT B
APN Parcel Numbers

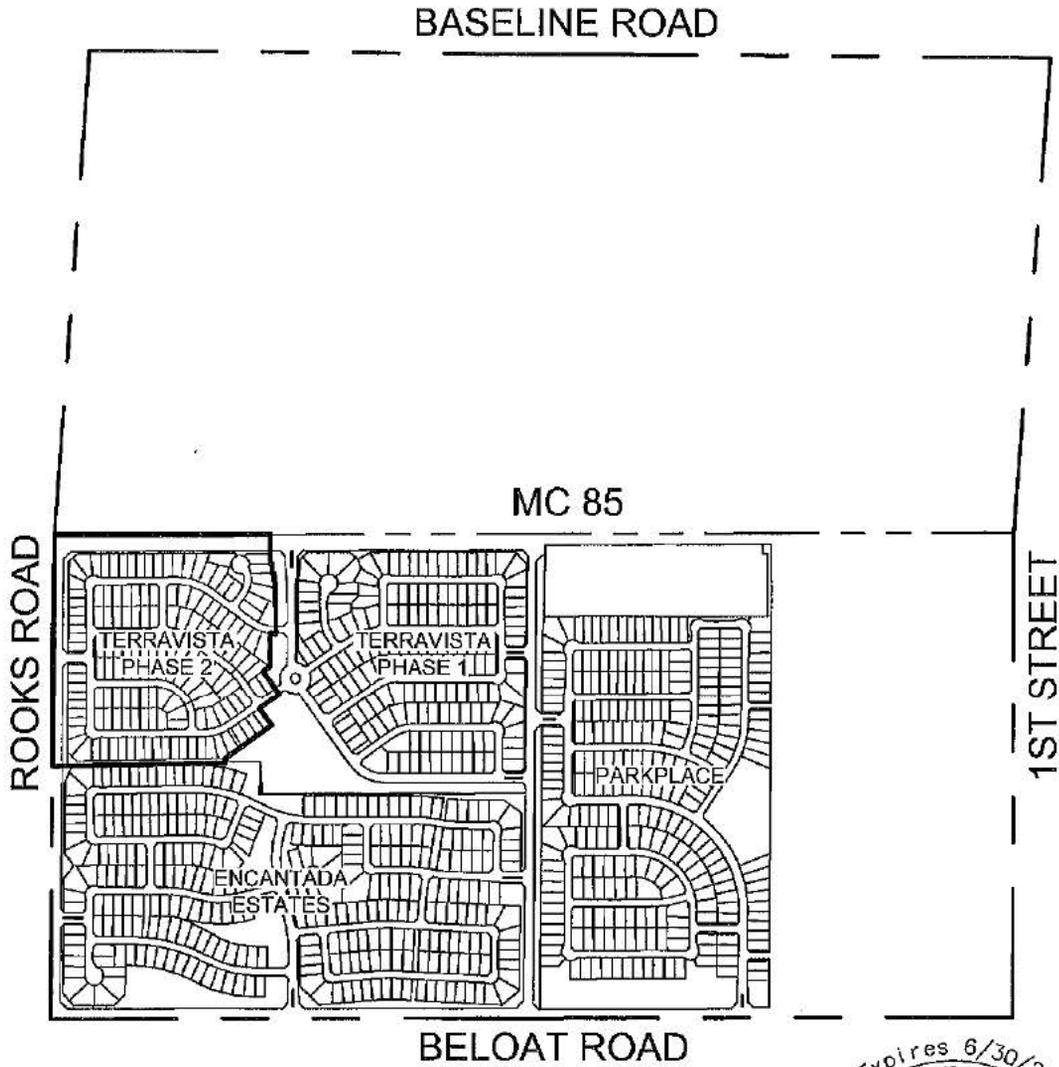
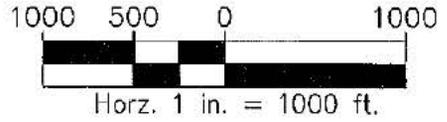
Maintenance Improvement District No. 2018-MID-001 Terravista

Lot Number	Assessor Parcel Number						
161	40034823	200	40034862	239	40034901	278	40034940
162	40034824	201	40034863	240	40034902	279	40034941
163	40034825	202	40034864	241	40034903	280	40034942
164	40034826	203	40034865	242	40034904	281	40034943
165	40034827	204	40034866	243	40034905	282	40034944
166	40034828	205	40034867	244	40034906	283	40034945
167	40034829	206	40034868	245	40034907	284	40034946
168	40034830	207	40034869	246	40034908	285	40034947
169	40034831	208	40034870	247	40034909	286	40034948
170	40034832	209	40034871	248	40034910	287	40034949
171	40034833	210	40034872	249	40034911	288	40034950
172	40034834	211	40034873	250	40034912	289	40034951
173	40034835	212	40034874	251	40034913	290	40034952
174	40034836	213	40034875	252	40034914	291	40034953
175	40034837	214	40034876	253	40034915	292	40034954
176	40034838	215	40034877	254	40034916	293	40034955
177	40034839	216	40034878	255	40034917	294	40034956
178	40034840	217	40034879	256	40034918	295	40034957
179	40034841	218	40034880	257	40034919	296	40034958
180	40034842	219	40034881	258	40034920	297	40034959
181	40034843	220	40034882	259	40034921	298	40034960
182	40034844	221	40034883	260	40034922	299	40034961
183	40034845	222	40034884	261	40034923	300	40034962
184	40034846	223	40034885	262	40034924	301	40034963
185	40034847	224	40034886	263	40034925	302	40034964
186	40034848	225	40034887	264	40034926	303	40034965
187	40034849	226	40034888	265	40034927	304	40034966
188	40034850	227	40034889	266	40034928	305	40034967
189	40034851	228	40034890	267	40034929	306	40034968
190	40034852	229	40034891	268	40034930	307	40034969
191	40034853	230	40034892	269	40034931	308	40034970
192	40034854	231	40034893	270	40034932	309	40034971
193	40034855	232	40034894	271	40034933	310	40034972
194	40034856	233	40034895	272	40034934	311	40034973
195	40034857	234	40034896	273	40034935	312	40034974
196	40034858	235	40034897	274	40034936	313	40034975
197	40034859	236	40034898	275	40034937	314	40034976
198	40034860	237	40034899	276	40034938	315	40034977
199	40034861	238	40034900	277	40034939	316	40034978

EXEMPT PARCELS

Tract Name	Assessor Parcel Number	Exempt
Tract A	40034979	Exempt
Tract B	40034980	Exempt
Tract C	40034981	Exempt
Tract L	40034982	Exempt
Tract P	40034983	Exempt
Tract Q	40034984	Exempt
Tract R	40034985	Exempt

EXHIBIT C
MAP OF ANNEXED AREA



KEY MAP



PHOENIX
19621 N. 23RD DR, STE 150
PHOENIX, AZ 85027
TEL: (602) 977-8000 FAX: (602) 977-8099 www.cardno.com



SCALE: 1"=1000'

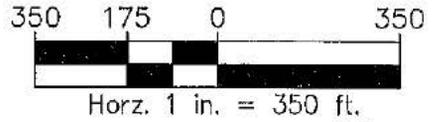


CITY OF BUCKEYE
MAINTENANCE
IMPROVEMENT DISTRICT
NO. 2018-MID-001-TERRAVISTA
AMENDED TO INCLUDE ANNEXED AREA

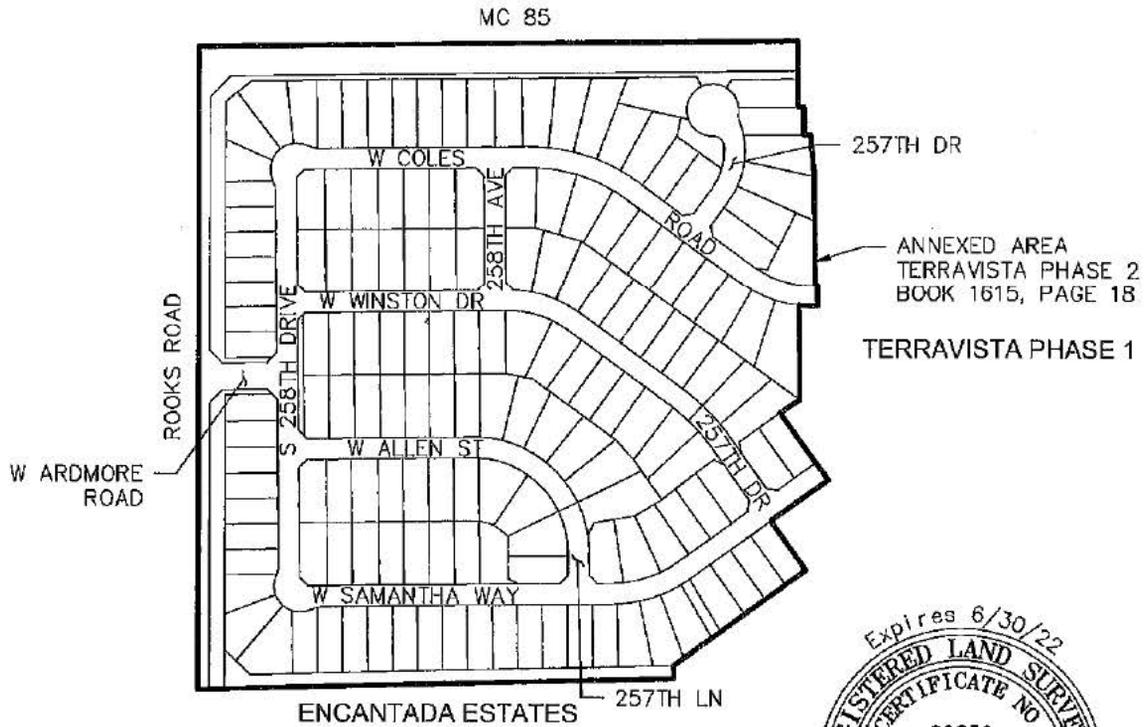
LEGEND

— EXPANSION

EXHIBIT C-1 MAP OF ANNEXED AREA



SCALE: 1"=350'



PHOENIX
19621 N. 23RD DR, STE 150
PHOENIX, AZ 85027
TEL: (602) 977-8000 FAX: (602) 977-8099 www.cardno.com

CITY OF BUCKEYE
MAINTENANCE
IMPROVEMENT DISTRICT
NO. 2018-MID-001-TERRAVISTA
AMENDED TO INCLUDE ANNEXED AREA

When Recorded, Return to:

Lucinda J. Aja, City Clerk
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

RESOLUTION NO. 02-22

**RESOLUTION ENLARGING CITY OF BUCKEYE MAINTENANCE
IMPROVEMENT DISTRICT NO. 2018-MID-001; AND ORDERING THE
RECORDING AND FILING OF THIS RESOLUTION.**

WHEREAS, on March 20, 2018, the Mayor and City Council of the City of Buckeye, Arizona passed and adopted Resolution No. 13-18 ordering the formation of City of Buckeye Parkway Maintenance Improvement District No. 2018-MID-001 (the "*District*") for the purpose of maintenance, repair, and improvement of parkways and parkings and also for the maintenance, repair and replacement of landscaping and street lights in such streets, parkways and parkings in or adjacent to the District; and

WHEREAS, subsequent to the formation of the District, Mayor and Council (collectively, "*City Council*") of the City of Buckeye (the "*City*") revised the City Code of Ordinances (the "Code") and, pursuant to law, authorized maintenance improvement districts to provide for the operation, maintenance, repair and improvement of parkings, parkways, retention basins and detention basins within, adjacent to, or that serve the District, and public landscaping, street lights, all headwalls, pumps, piping, canals, washes, ditches, storm drain inlets, scuppers, dry wells, and other adjuncts and appliances related to such parkings, parkways, retention basins and detention basins; 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, C* and *C-1* (collectively, the "*Annexed Area*") under the current Code and amend the District's name to the City of Buckeye Maintenance Improvement District; and

WHEREAS, by this Resolution the City Council of the City will enlarge the District by adding the Annexed Area to the District under the current Code and amend the District's name to the City of Buckeye Maintenance Improvement 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, C* and *C-1* attached hereto and incorporated by reference

into this Resolution under the current Code. 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-1, Exhibit C-1 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. Amendment of District Name. The District's name is hereby amended and shall now be known as the City of Buckeye Maintenance Improvement District

Section 4. Recording and Filing. The City Clerk is ordered and directed to cause a certified copy of this Resolution to be recorded in the office of the Maricopa County Recorder. 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 5. 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 on January 4, 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: Lot Numbers and Assessor's Parcel Numbers
- Exhibit C: Map of District Including Annexed Area
- Exhibit C-1: Map of Annexed Area

CERTIFICATION

I, Lucinda J. Aja, the duly appointed and acting City Clerk of the City of Buckeye, Arizona, do hereby certify that the above and foregoing Resolution No. 02-22 Enlarging City of Buckeye Maintenance Improvement District No. 2018-MID-001 was duly passed by the Mayor and City Council of the City of Buckeye, Arizona, at a regular meeting held on January 4, 2022, and the vote was ____ aye's, ____ nay's, ____ abstained and ____ were absent and that the Mayor and ____ Council Members were present thereat.

DATED: January 4, 2022.

Lucinda J. Aja, City Clerk

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 01/04/22	AGENDA ITEM: 6.C. Resolution No. 03-22. Sundance Senior Living Intent to Form Street Lighting Improvement District No. 2021-SLID-005
DATE PREPARED: 12/22/21	DISTRICT NO.: 5
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. 03-22 accepting a Petition for Formation of Street Lighting Improvement District; declaring its intention to form a Street Lighting Improvement District; designating such District as the “City of Buckeye Street Lighting Improvement District No. 2021-SLID-005”; providing for the annual levy of taxes or assessments equally apportioned upon all of the non-public property owners in the District to purchase energy for the lighting of public streets and parks within and adjacent to the District; and ordering recording and filing of this Resolution.

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:

Declaring the intention to form a Street Lighting Improvement District within the Corporate limits of the City of Buckeye, designating such District as “City of Buckeye, Street Lighting Improvement District No. 2021-SLID-005”; providing for the annual levy of taxes or assessment equally apportioned upon all of the non-public property owners in the District to purchase energy for the lighting of public streets and parks within and adjacent to the District; and ordering recording and filing of this Resolution.

BENEFITS:

Both SLIDS and MIDs provide for the benefit of ensuring that there is a balance of revenue and expenditures to provide for the quality of life for the residents/owners of a particular development without an undue burden upon the existing community. SLIDs ensure that only the owners that benefit from the lighting in their community pay for that service. Having the costs of street and public park lighting within the District borne by the owners in a development ensure that the revenue needed to fund these costs are always in place.

FUTURE ACTION:

Staff will post and publish the Notice of Proposed Improvements, and bring forth the Resolutions Ordering the Work at a future Council meeting. A budget and future Council action will take place at the beginning of the next fiscal year to implement this SLID.

FINANCIAL IMPACT STATEMENT:

NA

CURRENT FISCAL YEAR TOTAL COST:

NA

BUDGETED:

No

FISCAL YEAR:

FY23/24

FUND/DEPARTMENT:

SLIDs

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

ATTACHMENTS:

[Sundance Senior Living SLID Formation - Petition signed](#)

[RES 03-22 - Intent to Form 2021-SLID-005 - Sundance Senior Living.pdf](#)

[SLID Location Map.pdf](#)

When Recorded, Return to:

Lucinda J. Aja, City Clerk
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

**PETITION, WAIVER AND CONSENT TO FORMATION OF A
STREET LIGHTING IMPROVEMENT DISTRICT
BY THE CITY OF BUCKEYE**

**SUNDANCE SENIOR LIVING
2021-SLID-005**

To: Honorable Mayor and Councilmembers
City of Buckeye, Arizona

Pursuant to Arizona Revised Statutes (“A.R.S.”) Title 48, Chapter 4, Article 2 (the “*Improvement District Law*”), the undersigned property owner (the “*Petitioner*”) respectfully petitions the Mayor and City Council (the “*City Council*”) of the City of Buckeye, Arizona (the “*City*”), to order the formation of a street lighting improvement district under the Improvement District Law. In support of this Petition, Waiver and Consent to Formation of a Street Lighting Improvement District by the City of Buckeye (this “*Petition*”), the Petitioner agrees to waive certain rights under the Improvement District Law and hereby consent to the formation of a street lighting improvement district encompassing the land shown on Exhibits A, B, and C, attached hereto and incorporated by reference herein.

1. Name of District. The Petitioner hereby requests the proposed district to be named the “City of Buckeye Street Lighting Improvement District No. 2021-SLID-005” (the “*District*”).

2. Area of District. The property comprising the proposed District is described by a legal description, Assessor’s parcel number, and a map or plat of the area, all as set forth in Exhibits A, B, and C. Such property is entirely within the corporate boundaries of the City. The Petitioner respectfully requests that the property shown on Exhibits A, B and C be included within the District. The Assessor’s parcel number set forth in Exhibit B is for convenience only. Should either the legal description set forth in Exhibit A or the Assessor’s parcel number set forth in Exhibit B conflict with Exhibit C, Exhibit C shall govern.

3. Ownership. The Petitioner is the sole owner of all non-public real property within the proposed District.

4. Purpose. The District is proposed to be formed for the purpose of purchasing, and not generating, energy for street and public park lighting.

5. Public Convenience and Necessity. Public convenience, necessity and welfare will be promoted by the formation of the District, the inclusion of the property described in Exhibits A,

B, and C within the District, and the levying of an annual ad valorem tax or equal apportionment of taxes upon all of the non-public real property within the District as provided in A.R.S. § 48-616(C).

6. Fees and Reimbursement. The Petitioner has paid all application fees for the formation of the District and further agrees to reimburse the City for all reasonable legal and engineering fees and costs incurred by the City with respect to the formation of the District.

7. Expansion of or Annexation to the District. The Petitioner waives any objection to, or protest against, any future enlargement or enlargements of the District and also waives all notices of such enlargement or enlargements, whether required to be published, posted, or mailed with respect to the later enlargement of the District's boundaries. The Petitioner further waives any objection to, or protest against, the consolidation of the District with any other similar district or districts.

8. Waiver and Consent. The Petitioner, with full knowledge of its rights being waived hereunder, hereby expressly waives:

- a) The right to challenge or object to any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the resolution of intention and the resolution ordering the work relating to the formation of the District;
- b) The right to challenge or object to any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings that result in the adoption of any and all future resolutions of intention, resolutions ordering work, resolutions enlarging the District, and notices pertaining thereto;
- c) Any necessity for publication, posting, mailing, or recording of any resolution(s) of intention, resolution(s) ordering work, resolution(s) enlarging the District, or notices of proposed improvements as described in A.R.S. §§ 48-578 and 48-581;
- d) All protest rights whatsoever under A.R.S. § 48-579(A) and (B), which provide for protests against the work;
- e) All objections to the extent of the District under A.R.S. § 48-579(C);
- f) All objections to the lack of plans and specifications, the engineer's estimate and an assessment diagram, all of which are unnecessary for completion of the District's formation or purpose; and
- g) Any necessity for any notice or hearing with respect to land owned by the Petitioner now within the proposed boundaries of the District.

9. Equal Apportionment. The Petitioner hereby petitions the City Council to equally apportion the District's annual taxes based on the number and classification of properties within the District pursuant to A.R.S. § 48-616(J). The Petitioner further requests that no publicly owned

land or property owned by a homeowners' association shall be liable to pay any expenses of the District.

10. Waiver of Petition. This Petition shall be deemed to be a petition of more than one-half (1/2) of the taxable property units and more than one-half (1/2) of the assessed valuation within the District and as such shall also be deemed to be a waiver of any and all requirements to file a petition under A.R.S. § 48-576, as amended.

11. Public Benefit. The purchasing of energy to operate street lighting improvements within the District is of more than local or ordinary public benefit and should be charged against the property within the District, all of which will benefit thereby.

12. Successors and Assigns. To the extent permitted by law, this Petition shall be binding on all successors or assigns of the Petitioner who hereafter own or have an interest in the property described in Exhibits A, B, and C attached hereto.

13. Recordation. This Petition may be recorded in the office of the Maricopa County Recorder and in the office of the Superintendent of Streets of the City.

The Petitioner hereby requests the City Council of the City to adopt a resolution of intention to order the proposed improvements and to proceed with the improvements requested herein.

IN WITNESS WHEREOF, the undersigned representative of the Petitioner has executed this Petition as of the date shown below.

[Signature Page to Follow]

RECEIPT this 8th day of December, 2021,
of the foregoing Petition is hereby
acknowledged by the City Clerk of the City
of Buckeye, Arizona, who will deliver said
Petition to the City Council for action.

Lucinda J. Aja, City Clerk

EXHIBIT A
STREET LIGHTING IMPROVEMENT DISTRICT NO. 2021-SLID-005
SUNDANCE SENIOR LIVING

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10, AND THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 10, MONUMENTED BY A 1/2 INCH REBAR, SAID POINT BEING THE POINT OF BEGINNING, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 10, MONUMENTED BY A 1 INCH IRON PIPE , BEARS SOUTH 89 DEGREES 27 MINUTES 57 SECONDS WEST AS THE BASIS OF BEARING.

THENCE ALONG THE SOUTH LINE OF SAID SECTION 10, SOUTH 89 DEGREES 27 MINUTES 57 SECONDS WEST, A DISTANCE OF 912.54 FEET;

THENCE NORTH 00 DEGREES 33 MINUTES 32 SECONDS WEST, A DISTANCE OF 635.88 FEET;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 829.89 FEET;

THENCE SOUTH 63 DEGREES 47 MINUTES 32 SECONDS EAST, A DISTANCE OF 141.97 FEET;

THENCE SOUTH 17 DEGREES 02 MINUTES 07 SECONDS WEST, A DISTANCE OF 127.98'.

THENCE SOUTH 00 DEGREES 08 MINUTES 19 SECONDS WEST, A DISTANCE OF 442.28 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 13.30 ACRES, MORE OR LESS.

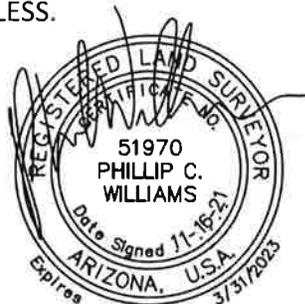


EXHIBIT B

STREET LIGHTING IMPROVEMENT DISTRICT NO. 2021-SLID-005
SUNDANCE SENIOR LIVING

Assessor Parcel Number	Owner
504-21-933	Sundance Senior Living, LLC

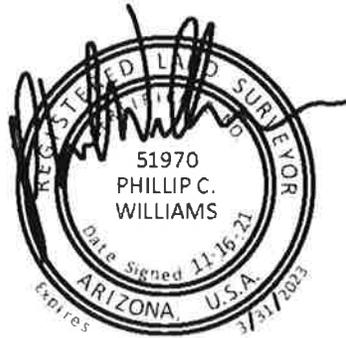
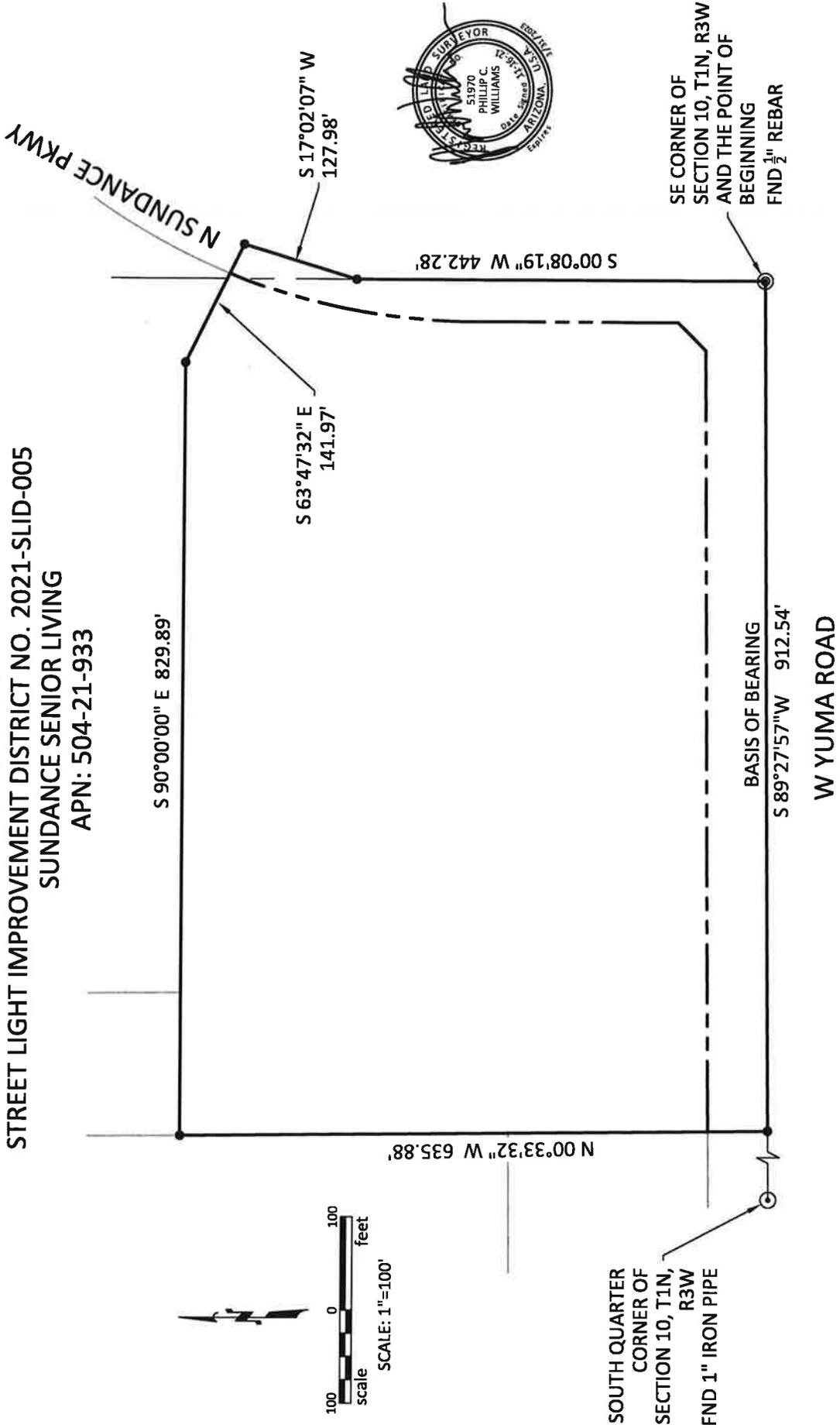


EXHIBIT C
 STREET LIGHT IMPROVEMENT DISTRICT NO. 2021-SLID-005
 SUNDANCE SENIOR LIVING
 APN: 504-21-933



When Recorded, Return to:

Lucinda J. Aja, City Clerk
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

RESOLUTION NO. 03-22

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, ACCEPTING A PETITION FOR FORMATION OF A STREET LIGHTING IMPROVEMENT DISTRICT; DECLARING ITS INTENTION TO FORM A STREET LIGHTING IMPROVEMENT DISTRICT; DESIGNATING SUCH DISTRICT AS THE “CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT NO. 2021-SLID-005”; PROVIDING FOR THE ANNUAL LEVY OF TAXES OR ASSESSMENTS EQUALLY APPORTIONED UPON ALL OF THE NON-PUBLIC PROPERTY OWNERS IN THE DISTRICT TO PURCHASE ENERGY FOR THE LIGHTING OF PUBLIC STREETS AND PARKS WITHIN AND ADJACENT TO THE DISTRICT; AND ORDERING RECORDING AND FILING OF THIS RESOLUTION.

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

Section 1. Acceptance and Findings. A Petition for the formation of the City of Buckeye Street Lighting Improvement District No. 2021-SLID-005 to purchase (and not generate) energy for street and public park lighting within the District and streets adjacent thereto has been filed with the Clerk and presented to the Governing Body of the City. The Petition is accepted. The Petition purports to be signed by all of the non-public real property owners in the proposed District, exclusive of mortgagees and other lienholders. After verification of such ownership, the Governing Body finds that the Petition was signed by all of the real property owners in the proposed District, exclusive of mortgagees and other lienholders or the owners of any Public Property.

Section 2. Definitions. In this Resolution, the following terms shall have the following meanings:

“*APS*” shall mean the Arizona Public Service Company.

“*City*” shall mean the City of Buckeye, Arizona.

“*Clerk*” shall mean the Clerk of the City, located at 530 East Monroe Avenue, Buckeye, Arizona 85326.

“*Director*” shall mean the Director of the Arizona Department of Revenue.

“*District*” shall mean the City of Buckeye Street Lighting Improvement District No. 2021-SLID-005, as described by the legal description, Assessor’s parcel number, and map in Exhibits A, B and C attached hereto and incorporated by reference herein.

“*Governing Body*” shall mean the Mayor and City Council of the City.

“*Incidental Expenses*” shall mean the costs of posting, publication, mailing, recording, engineering and legal fees with respect to the formation of the District and the annual levy of taxes.

“*Petition*” shall mean the Petition, Waiver, and Consent to Formation of a Street Lighting Improvement District by the City of Buckeye, requesting formation of the District, on file in the Clerk’s office.

“*Public Property*” shall mean any lot or parcel belonging to the United States; the state of Arizona (the “*State*”); any county, city, town, school district or political subdivision; or any institution of the State or county that is physically located within the District, including without limitation any public street, avenue, alley or public easement located within the District hereinafter dedicated to public use.

“*Street Lighting System*” shall mean all publicly owned street and traffic lights and all wire, apparatus and other facilities now in place or hereafter constructed or acquired for the lighting of public streets and parks within the District and on streets adjacent to the District.

“*Work*” shall mean the purchasing of energy for the operation of the Street Lighting System.

Section 3. Declaration of Intention to Order Formation of the District. The public interest and convenience require, and it is the intention of the Governing Body to order, the Work through formation of the District pursuant to A.R.S. Title 48, Chapter 4, Article 2. The District’s sole purpose shall be the purchase, not generation, of energy to operate the Street Lighting System, including as it is hereafter modified or enlarged. The District shall encompass the property described on Exhibits A, B, and C, attached hereto. The Assessor’s parcel number shown on Exhibit B is for convenience only. If either Exhibit A or Exhibit B or both 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 5 of this Resolution. For purposes of this Resolution and of all resolutions, ordinances and notices pertaining hereto, the District shall be known as and is hereby designated as “City of Buckeye Street Lighting Improvement District No. 2021-SLID-005”.

Section 4. Statutory Authority; Payment of Incidental Expenses. All proceedings pertaining to the District shall be done under and as authorized by A.R.S. Title 48, Chapter 4, Article 2, and all amendments thereto including, without limitation, A.R.S. §§ 48-616 and -617. All Incidental Expenses shall become the obligation of the District.

Section 5. Excluded Property. No Public Property or property owned by a homeowners’ association will be liable to pay any portion of the District’s costs and expenses. Additionally, any public streets, avenues, alleys, or public easements hereafter dedicated to public use shall become exempt after such dedication.

Section 6. Protests and Objections to Extent of District. In the Petition, the signer has made written consents and waivers pertaining to the ordering of the Work and to the formation of the District and has specifically waived all protests against formation of, and objections to, the extent of the District. City staff has verified that all non-public real property owners within the District have signed the Petition, and the Governing Body finds as a fact that all non-public property owners within the District have signed such Petition. Therefore, pursuant to A.R.S. § 48-617(A), no publication, mailing or posting of any notice pertaining to formation of the District will be made.

Section 7. Engineer's Estimate, Plans and Specifications. As financing for the acquisition and construction of the initial Street Lighting System has been, or will be, provided, the District's sole purpose will be to purchase, and not generate, energy to operate the Street Lighting System. No engineer's estimate, plans, or specifications have been filed with the Clerk. In the Petition, all owners of land within the District specifically waived the filing of an engineer's estimate, plans, or specifications.

Section 8. Determination of Type of Lighting and Consideration of the Rate to be Paid. The type of lighting shall be the type now in place within the District, to be operated nightly from dusk to dawn, or such other lighting facilities as may be acquired in the future by the City or some other entity for use within the District. The District's costs and expenses of purchasing energy for the operation of the Street Lighting System are subject to change due to inflation, new construction, new technology, updated APS rate schedules as approved by the Arizona Corporation Commission, updated APS or City specifications as approved by the City Engineer, or acquisition of additional portions of the Street Lighting System.

Section 9. Recordation. A certified copy of this Resolution shall be recorded in the office of the Maricopa County Recorder within ten (10) days of its adoption to give notice of formation of the District, as required by A.R.S. § 48-574(M).

Section 10. Extension for Filing. If either the formation of the District occurs after November 1 of the year preceding the year in which initial assessments are to be levied, or the resolution ordering the Work is not filed with both the Arizona Department of Revenue and the Maricopa County Assessor prior to such November 1, the Mayor and Council hereby request, 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 4th day of January, 2022.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments

Exhibit A – Legal Description

Exhibit B – Assessor’s Parcel Number and Owner’s Name

Exhibit C – Boundary Map

CERTIFICATION

I, Lucinda J. Aja, the duly appointed and acting Clerk of the City of Buckeye, Arizona, do hereby certify that the above and foregoing Resolution No. 03-22 was duly passed by the Mayor and Council of the City of Buckeye, Arizona, at a regular meeting held on January, 2022, and the vote was ___ aye’s, ___ nay’s, ___ abstained and ___ were absent and that the Mayor and ___ Council Members were present thereat.

DATED: _____, 2022.

Lucinda J. Aja, City Clerk

EXHIBIT A
STREET LIGHTING IMPROVEMENT DISTRICT NO. 2021-SLID-005
SUNDANCE SENIOR LIVING

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10, AND THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 10, MONUMENTED BY A 1/2 INCH REBAR, SAID POINT BEING THE POINT OF BEGINNING, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 10, MONUMENTED BY A 1 INCH IRON PIPE , BEARS SOUTH 89 DEGREES 27 MINUTES 57 SECONDS WEST AS THE BASIS OF BEARING.

THENCE ALONG THE SOUTH LINE OF SAID SECTION 10, SOUTH 89 DEGREES 27 MINUTES 57 SECONDS WEST, A DISTANCE OF 912.54 FEET;

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SAID PARCEL CONTAINS 13.30 ACRES, MORE OR LESS.

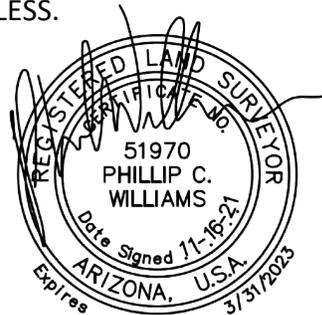


EXHIBIT B

STREET LIGHTING IMPROVEMENT DISTRICT NO. 2021-SLID-005

SUNDANCE SENIOR LIVING

Assessor Parcel Number	Owner
504-21-933	Sundance Senior Living, LLC

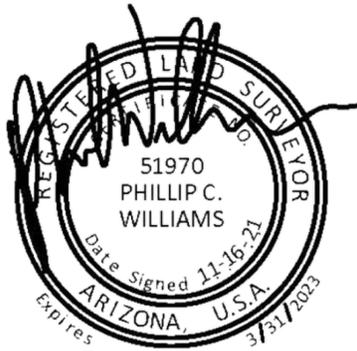


EXHIBIT C
 STREET LIGHT IMPROVEMENT DISTRICT NO. 2021-SLID-005
 SUNDANCE SENIOR LIVING
 APN: 504-21-933

S 90°00'00" E 829.89'

S 63°47'32" E
141.97'

S 17°02'07" W
127.98'

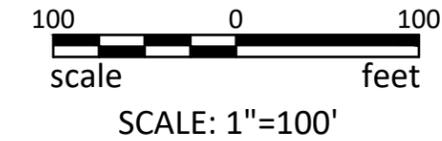
N 00°33'32" W 635.88'

S 00°08'19" W 442.28'

BASIS OF BEARING
S 89°27'57" W 912.54'

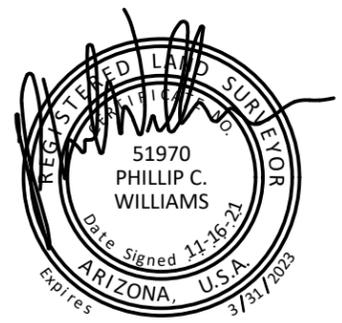
W YUMA ROAD

N SUNDANCE PKWY



SOUTH QUARTER
CORNER OF
SECTION 10, T1N,
R3W
FND 1" IRON PIPE

SE CORNER OF
SECTION 10, T1N, R3W
AND THE POINT OF
BEGINNING
FND 1/2" REBAR

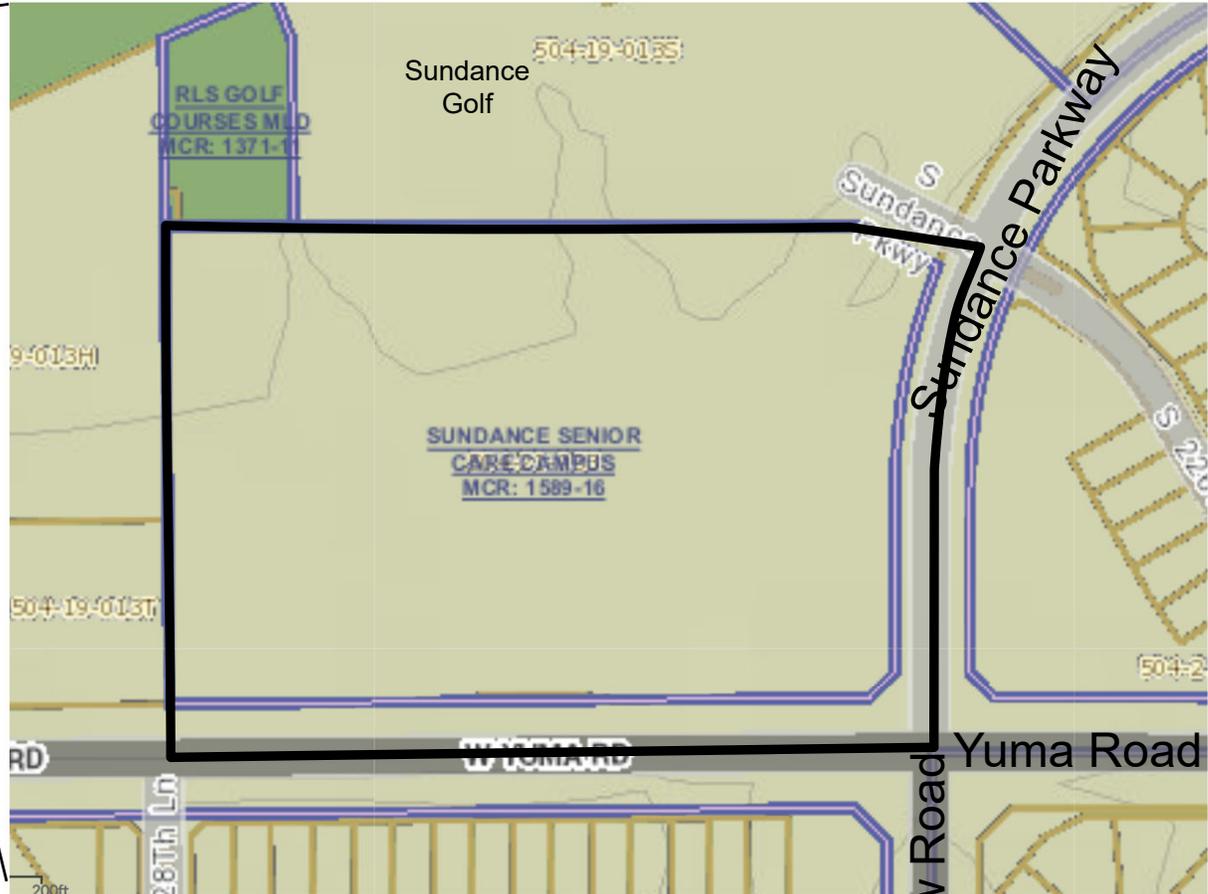
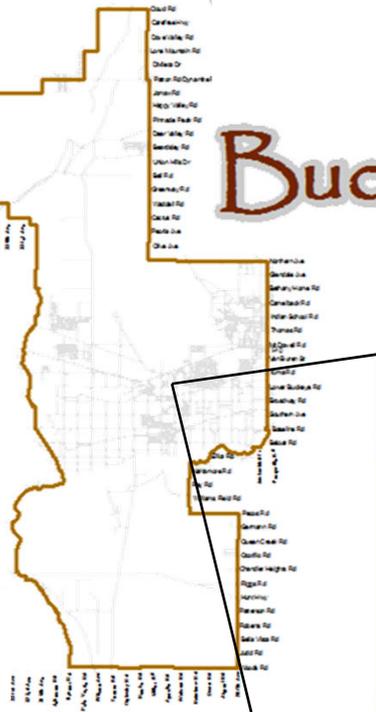


Public Works

Buckeye

2021-SLID-005

Sundance Senior Living District 5



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

MEETING DATE: 01/04/22	AGENDA ITEM: 6.D. Resolution No. 04-22. Sundance Senior Living Ordering the Work of Street Lighting Improvement District No. 2021-SLID-005
DATE PREPARED: 12/22/21	DISTRICT NO.: 5
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. 04-22 ordering the work as described in Resolution No. 03-22 and forming City of Buckeye Street Lighting Improvement District No. 2021-SLID-005; 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:

SLIDs are formed in the City of Buckeye in accordance with Ordinance #43-05 and assess the owners within a development for the cost of the electricity for the streetlights within the boundaries of the development SLID, including any public road street lighting that is of benefit to the development. SLIDs are established to purchase (and not generate) energy for street or public park lighting within the District and adjacent streets so that the costs are not borne by the City in its general HURF fund, though there are administrative services provided by the City.

BENEFITS:

Both Street Lighting Improvement Districts (SLIDs) and Parkway 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 the owners that benefit from the lighting in their community pay for that service. Having the costs of street and public park lighting within a District borne by the owners in a development ensure that the revenue needed to fund these costs is always in place.

FUTURE ACTION:

This resolution will be recorded and a conformed copy delivered to the Maricopa County Assessor and the Arizona State Department of Revenue within ten (10) business days of Council action to ensure that this SLID is on the tax rolls for fiscal year 2023/24.

FINANCIAL IMPACT STATEMENT:

NA

CURRENT FISCAL YEAR TOTAL COST:

NA

BUDGETED:

No

FISCAL YEAR:

FY23-24

FUND/DEPARTMENT:

SLIDs

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

ATTACHMENTS:

[RES 04-22 - Ordering the Work for 2021-SLID-005 - Sundance Senior Living.pdf](#)

[SLID Location Map.pdf](#)

When Recorded, Return to:

Lucinda J. Aja, City Clerk
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

RESOLUTION NO. 04-22

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, ORDERING THE WORK AS DESCRIBED IN RESOLUTION NO. 03-22 AND FORMING CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT NO. 2021-SLID-005; ORDERING RECORDING AND FILING OF THIS RESOLUTION.

WHEREAS, on January 4, 2022, the Mayor and City Council of the City of Buckeye, Arizona (the “*City*”) passed and adopted Resolution No. 03-22 (the “*Resolution of Intention*”), which Resolution of Intention declared the Mayor and Council’s intention to form the City of Buckeye Street Lighting Improvement District No. 2021-SLID-005 (the “*District*”), within the area known as Sundance Senior Living, solely for the purpose of purchasing energy for lighting of the public streets within and adjacent to the District; and

WHEREAS, a petition (the “*Petition*”) for the formation of the District was presented to the Mayor and Council, which Petition purported to be signed by all of the non-public real property owners in the proposed District, exclusive of mortgagees and other lienholders; and

WHEREAS, the Mayor and Council found that the Petition was signed by all such owners and have verified such finding of such fact; and

WHEREAS, in the Petition the signer waived all protests against the proposed Work (as defined in the Resolution of Intention), all objections to the extent of the District, all publication, posting and mailing of the Resolution of Intention, and the passage of time between adoption of the Resolution of Intention and this Resolution; and

WHEREAS, pursuant to A.R.S. §§ 48-616 and -617, the Mayor and Council hereby find and determine that they have jurisdiction to order the Work of purchasing energy for lighting of public streets and parks within the District and hereby order the formation of the District described in the Resolution of Intention;

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

Section 1. Ordering the Work and District Formation. All protests against the Work, or the formation of the District, and all objections to the extent of the District being waived by the owners of all non-public real property within the District, exclusive of mortgagees and lienholders, pursuant to A.R.S. §§ 48-616 and -617, the Work, as described in the Resolution of Intention, is

hereby ordered and the formation of the City of Buckeye Street Lighting Improvement District No. 2021-SLID-005 is hereby ordered. The District shall encompass the property described on Exhibits A, B, and C, attached hereto and incorporated by reference herein. The Assessor's parcel number shown on Exhibit B is for convenience only. If either Exhibit A or Exhibit B or both 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. No publicly owned land or property owned by a homeowners' association will be liable to pay any portion of the District's costs and expenses. This exclusion shall apply to all public streets, avenues, alleys, or public easements within the District that may hereafter be dedicated to public use.

Section 3. Annual Tax or Annual Assessment. Subject to the restrictions of Section 2 of this Resolution, the City shall annually, commencing in tax year 2023 and for the City's 2023-2024 fiscal year, make annual statements and estimates of the expenses of the District and shall submit the same to the Board of Supervisors of Maricopa County for the levy and collection of ad valorem taxes upon the assessed value of all taxable property, real and personal, in the District or by equal apportionment of taxes based on the number and classification of properties within the District, and shall publish notice of the statements and estimates, hold hearings on them and adopt them at the times and in the manner provided for incorporated cities and cities' statements and estimates by applicable portions of Title 42, Chapter 17, Article 3, Arizona Revised Statutes, and shall annually set, fix and cause to be levied and assessed the amount to be raised by ad valorem taxes upon all of the taxable property of the District or by an equal annual charge and shall cause to be collected, as county taxes are collected, the amounts shown by the statements and estimates so adopted by the Mayor and Council. As provided in A.R.S. § 48-616, all statutes providing for the levy and collection of general county taxes, including collection of delinquent taxes and sale of property for nonpayment of taxes, are applicable to the District taxes as provided to be levied by this section.

Section 4. Recording and Filing. The City Clerk is ordered and directed to cause a certified copy of this Resolution to be recorded in the office of the Maricopa County Recorder. The City Clerk is further ordered and directed to file certified copies of this Resolution with the Arizona Department of Revenue (the "*Department*") and the Maricopa County Assessor, pursuant to A.R.S. § 42-17257, together with all other information prescribed by the Director of the Department relating to the boundaries of newly created taxing jurisdictions.

Section 5. Extension for Filing. If either the formation of the District occurs after November 1 of the year preceding the year in which initial taxes are to be levied, or this Resolution is not filed with both the Department and the Maricopa County Assessor prior to such November 1, the Mayor and 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 Department 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 on January 4, 2022.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments

Exhibit A: Legal Description

Exhibit B: Assessor's Parcel Number and Owner's Name

Exhibit C: Boundary Map

CERTIFICATION

I, Lucinda J. Aja, the duly appointed and acting Clerk of the City of Buckeye, Arizona, do hereby certify that the above and foregoing Resolution No. 04-22 was duly passed by the Mayor and Council of the City of Buckeye, Arizona, at a regular meeting held on January 4, 2022, and the vote was ___ aye's, ___ nay's, ___ abstained and ___ were absent and that the Mayor and ___ Council Members were present thereat.

DATED: January 4, 2022.

Lucinda J. Aja, City Clerk

EXHIBIT A
STREET LIGHTING IMPROVEMENT DISTRICT NO. 2021-SLID-005
SUNDANCE SENIOR LIVING

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10, AND THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 10, MONUMENTED BY A 1/2 INCH REBAR, SAID POINT BEING THE POINT OF BEGINNING, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 10, MONUMENTED BY A 1 INCH IRON PIPE , BEARS SOUTH 89 DEGREES 27 MINUTES 57 SECONDS WEST AS THE BASIS OF BEARING.

THENCE ALONG THE SOUTH LINE OF SAID SECTION 10, SOUTH 89 DEGREES 27 MINUTES 57 SECONDS WEST, A DISTANCE OF 912.54 FEET;

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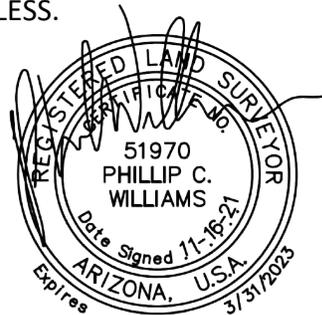


EXHIBIT B

STREET LIGHTING IMPROVEMENT DISTRICT NO. 2021-SLID-005

SUNDANCE SENIOR LIVING

Assessor Parcel Number	Owner
504-21-933	Sundance Senior Living, LLC

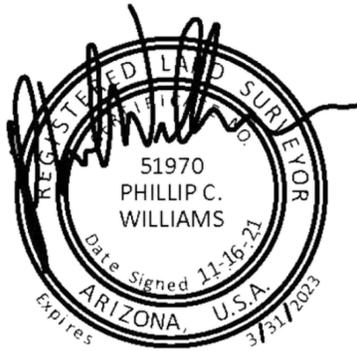


EXHIBIT C
 STREET LIGHT IMPROVEMENT DISTRICT NO. 2021-SLID-005
 SUNDANCE SENIOR LIVING
 APN: 504-21-933

S 90°00'00" E 829.89'

S 63°47'32" E
141.97'

S 17°02'07" W
127.98'

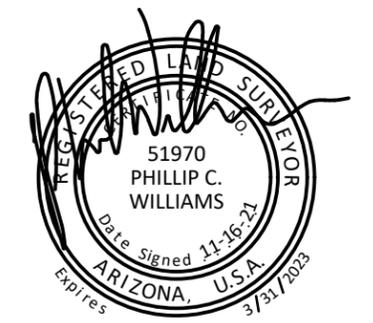
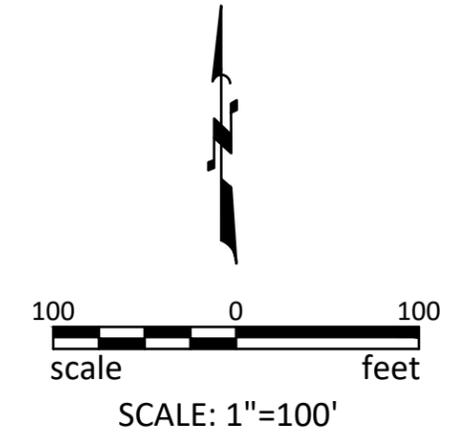
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S 00°08'19" W 442.28'

BASIS OF BEARING
S 89°27'57"W 912.54'

W YUMA ROAD

N SUNDANCE PKWY



SOUTH QUARTER
 CORNER OF
 SECTION 10, T1N,
 R3W
 FND 1" IRON PIPE

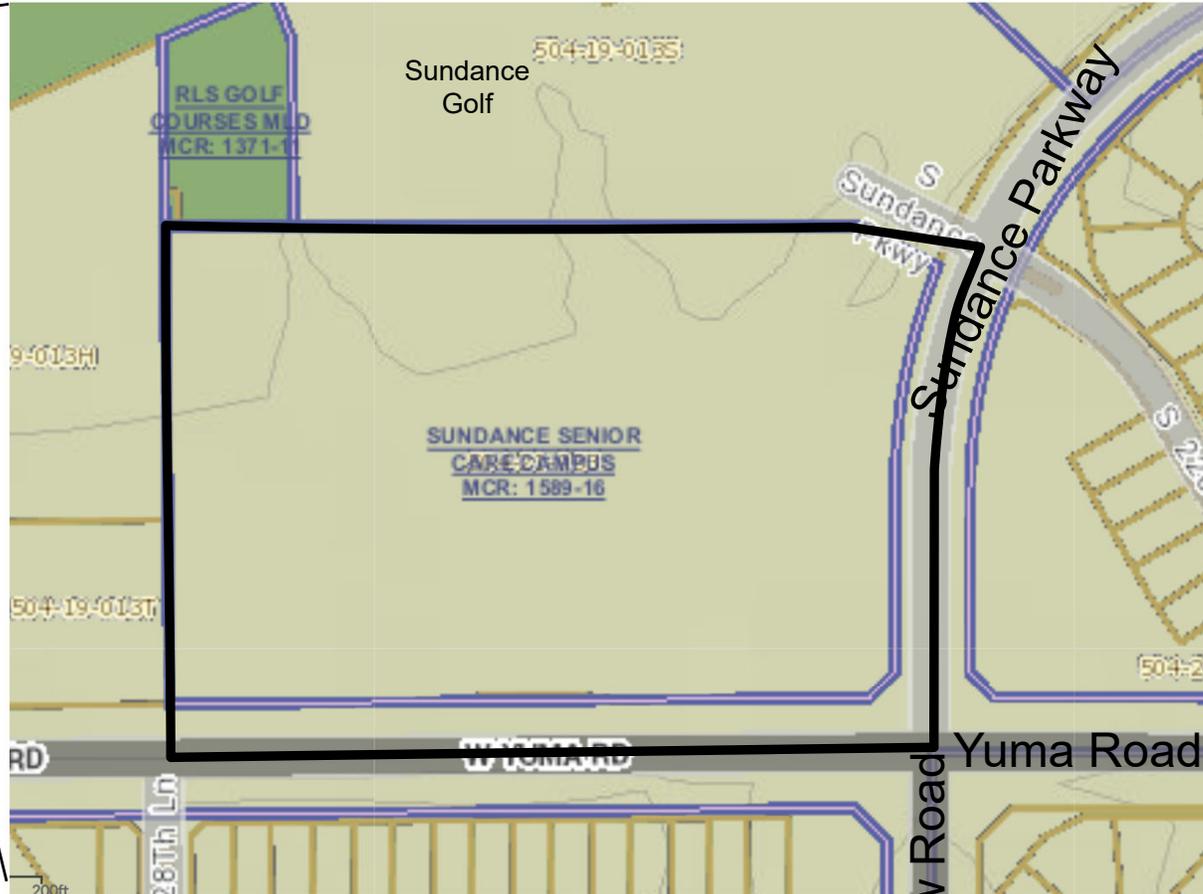
SE CORNER OF
 SECTION 10, T1N, R3W
 AND THE POINT OF
 BEGINNING
 FND 1/2" REBAR

2021-SLID-005

Sundance Senior Living District 5

Public Works

Buckeye



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

MEETING DATE: 01/04/22	AGENDA ITEM: 6.E. Reach Line Connection to Jackie A. Meck Water Campus Reservoir
DATE PREPARED: 12/22/21	DISTRICT NO.: 1
STAFF LIAISON: Chris Williams, Construction and Contracting Manager, cwilliams@buckeyeaz.gov, (623) 349-6225	
DEPARTMENT: Construction and Contracting	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on Task Order No. 18 to the On-Call Consulting Consulting for Engineering and Architectural Services Contract (No. 2016-020-032) between the City of Buckeye, an Arizona municipal corporation, and Kimley-Horn and Associates, Inc., an Arizona corporation, to provide design services for the Reach Line connection to the Jackie A. Meck Water Campus Reservoir; and authorizing the Mayor to execute and deliver said Task Order on behalf of the City.

RELEVANT GOALS:

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

ADDITIONAL RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

As part of the Capital Improvement Program (CIP) the Water Resources Department is requested a 16-inch water distribution line be installed from the existing 16-inch reach line at the cross roads of Rainbow Road and Broadway Road to the Jackie A. Meck Water Campus Reservoir. The water line will provide another source of potable water to help fill the reservoir during high demand periods. Kimley-Hone and Associates has a On-Call Engineering Contract with the City of Buckeye.

BENEFITS:

As part of the Capital Improvement Program (CIP) the Water Resources Department is requested a 16-inch water distribution line be installed from the existing 16-inch reach line at the cross roads of Rainbow Road and Broadway Road to the Jackie A. Meck Water Campus Reservoir. The water line will provide another source of potable water to help fill the reservoir during high demand periods. Kimley-Hone and Associates has a On-Call Engineering Contract with the City of Buckeye.

FUTURE ACTION:

None

FINANCIAL IMPACT STATEMENT:

This project is part of the Fiscal Year 21/22 Capital Project Fund CIP2022003. CIP No. 106290.

CURRENT FISCAL YEAR TOTAL COST:

\$370,278.00 FY2021-22 CIP approved budget is \$500,000.

BUDGETED:

Yes

FISCAL YEAR:

21/22

FUND/DEPARTMENT:

40001113-543154

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

ATTACHMENTS:

[Task Order No. 18 City of Buckeye - Consultant Signed.pdf](#)
[Map.pdf](#)

**CITY OF BUCKEYE
ON-CALL CONSULTING FOR
ENGINEERING AND ARCHITECTURAL SERVICES
CONTRACT 2016-020-032**

KIMLEY-HORN AND ASSOCIATES, INC.

**TASK ORDER #18
DESIGN OF REACH LINE CONNECTION TO JACKIE A. MECK WATER CAMPUS**

In accordance with the On-Call Contract between the City of Buckeye (the "City") and Kimley-Horn and Associates, Inc. ("Consultant"), dated the 7th day of March, 2017, the Consultant will perform the following Scope of Services as detailed in Article 1, subject and pursuant to the terms and conditions of the On-Call Contract for Engineering and Architectural Services.

**ARTICLE 1
SCOPE OF SERVICES**

Engineer will provide design consulting services for Reach Line on Rainbow Road to the Jackie A. Meck Water Campus, more particularly set forth in Exhibit A attached hereto.

**ARTICLE 2
SCHEDULE OF COMPLETION OF SERVICES**

The Consultant shall commence work immediately upon issuance of the Notice to Proceed and complete the services and deliverables within **213 calendar days**, or unless terminated as otherwise provided pursuant to the terms and conditions of the Consulting Services Contract for On-Call Engineering Services.

**ARTICLE 3
FEE BREAKDOWN**

Total cost to complete the services under this Task Order as identified in Article 1 is an amount Not to Exceed **Three Hundred Seventy Thousand, Two Hundred Seventy-Eight Dollars and No Cents (\$370,278.00)**, pursuant to Exhibit A.

This Task Order No. 18 is subject to the terms and requirements of the Consultant Contract and may be cancelled pursuant to the provisions of Arizona Revised Statutes Section 38-511. If there is a discrepancy between the terms and conditions of the Contract and Scope of Work, the Contract supersedes the Scope of Work.

[SIGNATURE PAGE TO FOLLOW]

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

_____..

CITY

THE CITY OF BUCKEYE, ARIZONA
an Arizona Municipal corporation

By: _____
Eric W. Orsborn, Mayor

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

CA Williams

Christopher A. Williams,
Manager, Construction & Contracting

APPROVED AS TO FORM:

City Attorney

CONSULTANT:
KIMLEY-HORN AND ASSOCIATES, INC.



Lisa K. Noon, Vice President

EXHIBIT A
CONSULTANT'S PROPOSAL



October 23, 2021

Chris Williams
Manager, Contracting and Purchasing Division
City of Buckeye
530 E. Monroe Ave.
Buckeye, AZ 85326

**RE: Scope of Work and Design Fee Proposal
Broadway Road 16-inch Waterline
Jackie A. Meck Water Campus to Rainbow Road
City Project No. 106290**

Dear Chris,

Kimley-Horn is pleased to submit this scope and fee proposal to perform professional design consulting services for the City of Buckeye (City) for design of the **Broadway Road 16-inch Waterline – Jackie A. Meck Water Campus to Rainbow Road**. Our proposal is based upon information obtained the scoping meeting held on October 13, 2021.

The professional services fee (total contract fee – not to exceed) for the project is \$370,278, including sub-consultants, allowances, and direct expenses.

We trust that you will find our submittal in order. Should you have any questions or need additional information, please contact me at 602-678-3440 or robert.lyons@kimley-horn.com.

Very truly yours,

KIMLEY-HORN

Robert Lyons, P.E.
Project Manager

Enclosures

**City of Buckeye
Broadway Road 16-inch Waterline
Jackie A. Meck Water Campus to Rainbow Road
City Project No. 106290**

**Scope of Services
Prepared October 23, 2021**

The Project Scope of Work is generally described as follows:

This project consists of the design, coordination, and permitting of approximately 1.5 miles of potable water pipeline that will provide additional water delivery to the Jackie A. Meck Water Campus, located on the south side of Broadway Road between Apache Road and Watson Road. The west tie-in point is an existing stub in Broadway Road near 238th Avenue. The east tie-in point is an existing 16-inch waterline that is stubbed on the east side of the RID lateral running north-south just east of Rainbow Road. The length of the proposed pipeline is approximately 1.5 miles which is expected to be ductile iron pipe. Tasks associated with this design and coordination are provided below:

1. **Project Management:** Kimley-Horn will establish a project management system to provide adequate scope, schedule, and budget control, and be responsive to input from the City. Status and project meetings with all participating City staff will be conducted on a regular basis. The purpose of these meetings will be to report to the City and overall program team on project status issues such as work in progress, work completed, and schedule related to Kimley-Horn’s scope.
 - 1.1. Kimley-Horn will provide a project schedule showing project meetings, project deliverables, permitting schedules, and the major milestones required by the City. The schedule will be updated monthly:
 - 1.2. A preliminary milestone schedule is provided below which assumes a notice to proceed of December 13, 2021. The schedule below will be updated when the date of the notice to proceed is known:
 - 1.2.1. Notice to proceed – 12/13/2021
 - 1.2.2. Survey and SUE deliverables – 1/27/2022
 - 1.2.3. Preliminary engineering
 - 1.2.3.1. Roll plot deliverables – 2/24/2022
 - 1.2.3.2. Roll plot City review – 3/10/2022
 - 1.2.4. 60% Stage:
 - 1.2.4.1. 60% Deliverables – 4/21/2022
 - 1.2.4.2. 60% City review – 5/5/2022
 - 1.2.4.3. 60% Comment resolution – 5/12/2022
 - 1.2.5. 90% Stage:
 - 1.2.5.1. 90% Deliverables – 6/16/2022
 - 1.2.5.2. 90% City review – 6/30/2022
 - 1.2.5.3. 90% Comment resolution – 7/14/2022
 - 1.2.6. Final design Stage:

1.2.6.1. 100% Deliverables – 8/11/2022

- 1.3. Kimley-Horn will prepare monthly summary reports/invoicing.
 - 1.4. Kimley-Horn will schedule and attend up to seven (8) project progress meetings (assumed monthly) with the City as a part of this project. These meetings are anticipated to combine meeting subjects such as kick-off meeting, progress meetings, resolution of design submittal comments, and workshop meetings. The tasks associated with these meetings are anticipated to consist of:
 - 1.4.1. Schedule, attend meeting, and meeting preparation.
 - 1.4.2. Preparation and distribution of meeting agendas and notes.
 - 1.4.3. Maintaining an action item log throughout the design of major items requiring resolution including the responsible party and due date for the elements of program related to the southern pipeline section.
 - 1.4.4. Up to two (2) attendees per meeting.
 - 1.5. Kimley-Horn will schedule and attend project workshop meetings with the City and/or JOC as a part of this project (in place of progress meetings as noted above). The anticipated purpose of the workshop meetings are as follows:
 - 1.5.1. Present and discuss the recommended horizontal alignment for comment and concurrence.
 - 1.5.2. Present and discuss the recommended pipeline profile for comment and concurrence.
 - 1.5.3. Present and discuss the approach to the major intersection crossings and associated need for trenchless technology for comment and concurrence.
 - 1.6. Kimley-Horn will monitor subconsultants schedule and work products to coordinate activities. Also, Kimley-Horn will develop, implement, monitor, and audit subconsultant design quality control plan. This task includes regular communications with subconsultants, internal team meetings, tracking activities, reviewing work, and general management of all subconsultant activities. No additional markup has been included in the fee for subconsultants.
2. **Data Collection:** This task includes both reviewing existing available information that will be provided by the City and requesting and reviewing available documentation obtained by Kimley-Horn.
- 2.1. Kimley-Horn will review the following City provided materials and services:
 - 2.1.1. As-builts, GIS, reports, survey information, and other relevant information provided by the City.
 - 2.1.2. Review additional data/projects in the vicinity (such as on-going development designs).
 - 2.1.3. Review geotechnical report
 - 2.2. Kimley-Horn will request and review the following information:
 - 2.2.1. Kimley-Horn will request a design Blue-Stake ticket and obtain all available utility mapping.
 - 2.2.2. Kimley-Horn will request available GIS information from all utility agencies.

3. **Utility Coordination:** Kimley-Horn will provide utility coordination, information, and communications as required to minimize or eliminate utility conflicts. Kimley-Horn will determine all utility conflicts and advise the City and the utility company of any conflicts. Kimley-Horn will prepare applications and supporting materials, as required, to secure project permits and approvals. All utility coordination correspondence will be sent to the City which will consist of the following:
 - 3.1. Provide utility coordination, information, and communications as outlined below. This effort is assumed to include regular communications with utilities for up to two (2) hours per week for project duration. These tasks are anticipated to include:
 - 3.1.1. Communication with private utility owners which may include the City, APS, Cox, CenturyLink, and RID.
 - 3.1.2. Respond to miscellaneous information requests from utility owners about project improvements, schedule, and deliverables. These may include: communicating the project overview and status to each utility contact, providing exhibits specific to each utility company's facilities, providing pipe load calculations, providing list of locations where conflicts occur, meeting on site to discuss the project, documentation of conversations via email, documentation of discussions, etc.
 - 3.1.3. Coordinate private utility relocations, if required, and relocation concepts and construction schedules.
 - 3.2. Determine utility conflicts and advise the City and the utility company. These tasks are anticipated to include:
 - 3.2.1. Evaluation of the proposed pipeline improvements and associated construction impact on existing utilities.
 - 3.2.2. Develop a detailed list of existing utilities which will identify known or potential impacts, information required to confirm impact, permits or easements required, schedule requirements, and cost impacts.
 - 3.3. City will provide existing information consisting of record drawings, related design studies and reports, traffic data and projections, and drawings of developments planned within the project area.
 - 3.4. Keep a log and copy of all information collected through the duration of the project, including photos, record drawings, reports, and other documents provided by the City, stakeholders, utility companies, external agencies, and developers.
 - 3.5. Develop a utility contact list and contact each non-City utility company within the project limits to inform them of the design of the project.
 - 3.6. Prepare and send utility clearance letters to the non-City utilities with the project plans at 60%, 90%, and 100% design submittals. Kimley-Horn will also request utility clearance letters from non-City utilities.
 - 3.7. Obtain testhole data (pothole data) and testhole coordination.
 - 3.7.1. Determine location of needed potholes. This task includes preparing the needed CADD files associated with requesting the potholes, developing a detailed list of requested potholes which will include the northing/eastings of each pothole, purpose of pothole, description of utility to be potholed, and any specific instructions for that pothole (such as the need to contact EPNG prior to potholing activity).

- 3.7.2. Coordinate with potholing subconsultant for the required potholes and prepare pothole exhibits and CAD files for the pothole request information. Pothole sheets will not be provided.
 - 3.7.3. Update the existing utility CAD base file based on the results of the pothole data.
 - 3.8. The initial determination of utility conflicts will be identified as part of Task 3.2 above. This task will provide regular updates to the utility conflict matrix using information received from the utility companies, Blue Stake design ticket, utility mapping, discussions, and pothole data. It is noted that the design of the proposed pipeline is believed to be able to avoid existing utilities and therefore no utility impacts are the goal of this project. A utility matrix for tracking crossing utilities will include the following:
 - 3.8.1. The utility matrix will be updated throughout the utility coordination process and will include utility conflicts, utility relocations, utility relocation timeframes, approved methods to support existing infrastructure, and permit requirements.
 - 3.8.2. The utility matrix will be updated and distributed at each submittal stage. Information listed in the matrix, such as methods to support existing infrastructure and utility relocations, which will also be called out on plans and referenced in the specifications.
 - 3.9. Conduct up to four (4) utility coordination meetings which are anticipated to occur at each plan submittal stage (roll plot, 60%, 90%, and one individual utility coordination meeting). This will include:
 - 3.9.1. Attend and lead four (4) utility coordination meetings. These meetings include both individual and/or general utility coordination meetings.
 - 3.9.2. Prepare agenda, meeting materials, and meetings notes.
 - 3.10. Plans will show existing and proposed City and non-City utilities and existing right-of-way.
- 4. Permitting:** Kimley-Horn will coordinate the permits that will be required for the proposed pipeline improvements. The following permits and associated tasks are included in this scope of work:
- 4.1. Roosevelt Irrigation District (RID):
 - 4.1.1. RID crossings are located at 239th Avenue, Watson Road, 231st Avenue and Rainbow Road. A crossing permit will be required, and these crossings will likely require a jack and bore operation to cross.
 - 4.1.2. Kimley-Horn will schedule and hold up to three (3) coordination meetings with RID.
 - 4.1.3. Kimley-Horn will coordinate with RID for execution of needed RID permits and the notice to proceed from RID to allow work to occur within RID right-of-way, property right areas and facility crossings.
 - 4.2. Maricopa County Environmental Services Department (MCESD)
 - 4.2.1. Kimley-Horn will prepare and submit the approval to construct (ATC) application to MCESD for the water pipeline improvements. This will require submission of sealed plans, design report, and required application fee. Kimley-Horn has included the application fee in this scope of work.

5. **Subsurface Utility Engineering:** Kimley-Horn will prepare the utility base mapping that will be based on Bluestake field work that will be completed by CobbFendley and then surveyed by Kimley-Horn.
 - 5.1. Kimley-Horn will prepare utility base mapping for the limits of the project. The utility base mapping will utilize a combination of available record drawings, survey of existing visible surface utility appurtenances, survey of Bluestake for locatable utilities (generally expected to be power lines, signal interconnect lines, and communication lines).
 - 5.1.1. This effort will create a utility base map that will include a combination of Quality Level (QL) B (for locatable utilities) and (QL) C (for utilities that are not locatable) but field surveyed.
 - 5.1.2. QL B utility locating (field bluestaking only) will be completed by CobbFendley.
 - 5.2. Kimley-Horn will update the utility mapping based on pothole data received and based on comments from utility companies providing comments on the locations of their respective utilities.

6. **Design:** The design and associated deliverables will be provided as follows:
 - 6.1. Kimley-Horn will prepare preliminary and final design construction documents. The following is a list of specific information to be provided at each design submittal:

Deliverable	15%	60%	90%	100%
Preliminary Engineering Roll Plot	X			
Cover Sheet		X	X	X
General Notes, Legend, and Abbreviations Sheets		X	X	X
Geometric Control Sheets		X	X	X
Key Map Sheet		X	X	X
Typical Section Sheets		X	X	X
Detail Sheets (1" = 20' Scale)		X	X	X
Pothole Table			X	X
Water Pipeline Plan and Profile Sheets (1" = 20' Scale)		X	X	X
Specifications (table of contents)		X		
Specifications (full)			X	X
Opinion of Probable Construction Cost	X	X	X	X

- 6.2. Kimley-Horn will prepare a preliminary engineering roll plot for the proposed water pipeline. The development of the preliminary engineering roll plot will largely be dependent on the locations of the existing utilities and therefore this work will be initiated once the utility mapping efforts are completed:
 - 6.2.1. A preliminary engineering roll plot will be prepared that will include the horizontal alignment of the proposed waterline. It will also identify proposed utility conflicts (if any) and locations of recommended trenchless technologies. The preliminary roll plot will include high-resolution aerial imagery. The purpose of the preliminary

- engineering is for alignment selection and evaluation, identify conflicts, and identify trenchless crossings. The specific work items associated with this task include:
 - 6.2.1.1. Alignment selection.
 - 6.2.1.2. Utility conflict identification
 - 6.2.1.3. Identify required permits and associated costs and time frames
 - 6.2.1.4. Identify locations for trenchless technology
 - 6.2.1.5. Preparation of roll plot including the above items
- 6.2.2. Perform up to one (1) site visit by up to two (2) attendees.
- 6.3. Construction drawings will be developed at the 60%, 90%, and 100% milestones. The following is the anticipated drawing sheet count for the project:
 - 6.3.1.

Sheet Description	# of Sheets
Cover Sheet	1
General Notes, Legend, and Abbreviations Sheets	2
Geometric Control Sheet	1
Key Map Sheet	1
Typical Section Sheets	1
Pipeline Detail Sheets	2
Pothole Table	1
Water Pipeline Plan and Profile Sheets (1" = 20' Scale)	18
Total Sheets	27

- 6.3.2. Typical section sheets will provide dimensional information regarding the existing roadway improvements, existing utilities along with their relative depths, trench section and limits of disturbance, limits of pavement removal and replacement.
- 6.3.3. Pipeline detail sheets are expected to include isolation valves including support/blocking, air/vacuum relief valves, horizontal and vertical pipe bends, and steel casings.
- 6.3.4. Pipeline plan and profile sheets will be prepared along the alignment as described in Task 1 above. These sheets will provide the needed information for the construction of the pipeline in addition to removal and replacement of existing roadway improvements including pavement, curb, gutter, valley gutters, and minor landscaping. No additional sheets for the removal and replacement of these facilities are anticipated. Labeling and identification requirements for water components, in accordance with AZ Administration Code and MCESD requirements shall be incorporated into the design and details as needed.
- 6.4. Kimley-Horn will provide the following deliverables as part of the 60% submittal:
 - 6.4.1. Joint restraint calculations (signed and sealed for one pipe material) – this may be deferred to 90% submittal.
 - 6.4.2. Review and respond to the preliminary roll plot design comments. The comment resolution meeting to mitigate comments will be completed as part of Task 1 above.

- 6.4.3. Perform internal QC and address QC comments and keep QA documents available for City request.
 - 6.4.4. 60% Design (plans and specifications).
 - 6.4.5. Initial ARV sizes and locations
 - 6.4.6. Updated list of permits required for the project.
 - 6.4.7. Opinion of Probable Construction Cost.
 - 6.4.8. Specifications
 - 6.5. Kimley-Horn will provide the following deliverables as part of the 90% submittal:
 - 6.5.1. Review and respond to 60% design comments. The comment resolution meeting to mitigate comments will be completed as part of Task 1 above.
 - 6.5.2. Perform internal QC and address QC comments and keep QA documents available for City request.
 - 6.5.3. 90% Design (plans and specifications).
 - 6.5.4. Updated list of permits required for the project.
 - 6.5.5. Joint restraint calculations (for one pipe material) – if not completed at 60% submittal.
 - 6.5.6. Specifications
 - 6.6. Kimley-Horn will provide the following deliverables as part of the 100% submittal:
 - 6.6.1. Review and respond to 90% design comments. The comment resolution meeting to mitigate comments will be completed as part of Task 1 above.
 - 6.6.2. Perform internal QC and address QC comments and keep QA documents available for City request.
 - 6.6.3. 100% Design (sealed plans and specifications).
 - 6.6.4. Updated list of permits required for the project.
 - 6.6.5. Specifications
 - 6.7. Kimley-Horn will perform site visits that will be required to understand the potential impacts of existing improvements along the project corridor. Kimley-Horn will perform up to one (1) additional site visit with up to two (2) attendees during the development of final design documents.
7. **Survey:** Kimley-Horn will perform survey services along the proposed project limits. Because survey information is available on Broadway Road approximately a quarter mile east and west of Watson Road, the topographical survey will be only about one mile within the existing City right-of-way. Subconsultant services will be used for survey field work and utility designating as described in Task 8.1 below. Kimley-Horn will provide the following:
- 7.1. Topo Basemap CADD File Preparation.
 - 7.2. Existing R/W Map Preparation.
 - 7.3. Aerial Image Preparation.
8. **Subconsultant Services:** Subconsultant services will be used for survey and utility designating as described below.
- 8.1. Real Surveying Field Services, LLC (RSFS) will perform the following survey services:
 - 8.1.1. One mile of topographic mapping within City right-of-way for the project limits.

- 8.1.2. Two miles of utility blue stake markings in addition to visible utilities.
- 8.1.3. Invert elevations for sewer and storm drain manholes and top of nut elevations for water valves.
- 8.1.4. All centerline monuments for Broadway Road and Watson Road.
- 8.1.5. RSFS's scope of services is included with this fee proposal in **Appendix A**.
- 8.2. CobbFendley will provide QL B utility designating as follows:
 - 8.2.1. Field mark existing locatable utilities along the project limits:
 - 8.2.1.1. Review all facility records.
 - 8.2.1.2. Use collected records to corroborate known existing utilities within the project bounds
 - 8.2.1.3. Field mark locations of underground utilities using geophysical methods such as electromagnetic methods, ground penetrating radar, acoustic emission methods, magnetic methods.
 - 8.2.1.4. Field verify the location and identification of visible utility facilities with the project corridor.
 - 8.2.1.5. Coordinate with municipal and third-party utility providers / owners to collect information regarding their existing facilities.
 - 8.2.1.6. Resolve conflicts and comments between field located and as-built information with the municipal and third-party utility providers/owners.
 - 8.2.1.7. CobbFendley's scope of services is included with this fee proposal in **Appendix B**.
 - 8.2.2. Utility potholing (QL A):
 - 8.2.2.1. Coordinate with utility owner inspectors as may be required by law or utility owner policy.
 - 8.2.2.2. Neatly cut and remove existing pavement material, such that the cut not to exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.
 - 8.2.2.3. Measure and record the following data on an appropriately formatted test hole data sheet.
 - 8.2.2.3.1. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
 - 8.2.2.3.2. Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 2.54 cm (1.0 inches) unless a more precise tolerance is specified for the specific location being investigated.
 - 8.2.2.3.3. Elevation of existing grade over utility at test hole location.
 - 8.2.2.3.4. Horizontal location referenced to project coordinate datum.
 - 8.2.2.3.5. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
 - 8.2.2.3.6. Utility facility material(s).
 - 8.2.2.3.7. Utility facility condition.
 - 8.2.2.3.8. Pavement thickness and type.
 - 8.2.2.3.9. Coating/Wrapping information and condition.

- 8.2.2.3.10. Unusual circumstances or field conditions.
 - 8.2.2.4. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features.
 - 8.2.2.5. Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material.
 - 8.2.2.6. Furnish and install a permanent above ground marker directly above center line of the utility facility.
 - 8.2.2.7. Provide complete restoration of work site and landscape to equal or better condition than before excavation.
 - 8.2.2.8. Plot utility locate position information to scale and provide a comprehensive utility plan. This information will be provided in AutoCAD format.
 - 8.2.2.9. CobbFendley's scope of services is included with this fee proposal in **Appendix B**.
- 8.3. Ninyo & Moore will provide geotechnical investigation services as follows:
- 8.3.1. Obtain City of Buckeye permits or permissions to conduct the field work.
 - 8.3.2. Perform geologic research by reviewing readily available published and in-house geotechnical literature of the site and the general site area including geologic maps.
 - 8.3.3. Perform a walking visual reconnaissance of the project site.
 - 8.3.4. Conduct a site visit to select and mark out the proposed boring locations.
 - 8.3.5. Contact Arizona 811 (Blue Stake) and notify them of our exploration locations prior to drilling.
 - 8.3.6. Arrange for appropriate traffic control measures.
 - 8.3.7. Drill up to nine borings for the project with a two-wheel drive, truck-mounted drill rig equipped with hollow-stem augers, spaced about 1,000 feet apart along the planned gravity sewer pipeline alignment. These borings will extend up to 10 feet deep.
 - 8.3.8. Collect soil samples in the borings for laboratory testing and analysis. The boreholes will be backfilled with soil spoils. Ninyo & Moore personnel will log the borings in general accordance with the Unified Soil Classification System and ASTM D2488 by observing cuttings and split-spoon samples. The soil samples will be transported to a Ninyo & Moore laboratory for testing.
 - 8.3.9. Backfill boreholes with drilling spoils.
 - 8.3.10. Perform laboratory testing that will generally consist of moisture content and dry densities, grain-size (sieve) analyses, Atterberg limits, and corrosivity (including pH, minimum electrical resistivity, soluble sulfate, soluble sulfides, soluble sulfides and chloride contents) testing.
 - 8.3.11. Prepare a geotechnical report. The report will contain logs of the exploratory borings and results of the laboratory testing. The report will include a cover letter sealed by a Professional Engineer licensed in the State of Arizona.
 - 8.3.12. Ninyo & Moore's scope of services is included with this fee proposal in **Appendix C**.

9. **Allowances:** All allowances are at the discretion of the City and require approval by the City's Project Manager prior to work being performed or billed. The following allowances are included in this scope:
 - 9.1. Additional meetings.
 - 9.2. Additional plan sheets/details that may be required.
 - 9.3. Utility relocation coordination and review.
 - 9.4. Maintenance of traffic coordination.

10. **Exclusions:** The following exclusions and assumptions provide limits of the scope, but these additional work items may be added through a contract modification:
 - 10.1. Construction phase services are not included.
 - 10.2. Transient or any other hydraulic analysis are not included.
 - 10.3. Preparation of design reports, unless specifically noted herein, are not included.
 - 10.4. Bidding phase services are not included.
 - 10.5. Environmental services are not included.
 - 10.6. SWPPP/erosion control design, plans, or details are not included.
 - 10.7. Land acquisition services such as appraisals, developing offers, etc. are not included.
 - 10.8. City is responsible for all associated permit fees, including plan review fees, unless specifically noted within this scope.
 - 10.9. Preparation of a right-of-way strip map showing existing right-of-way and easements is not included with the exception of available information from the Maricopa County Assessor Map website. Title reports are assumed to not be required.
 - 10.10. Design for an alternate pipe material is not included.

11. **Expenses:** Expenses in the amount of \$10,000 are included to cover expenses such as MCESD ATC fees, roll plot printing, and other miscellaneous expenses. Costs for standard size copies, computer time, office supplies, and mileage are included in the hourly unit rates and will not be billed or tracked separately.

City of Buckeye - Broadway Road Waterline – Jackie A. Meck Water Campus to Rainbow Road
City Project No. 106290

Fee Proposal

TASK DESCRIPTION	Senior Project Manager	Survey Manager	Senior Professional	Professional	Analyst	Designer	Admin
	\$	\$	\$	\$	\$	\$	\$
SUBTOTAL	210.00	190.00	185.00	170.00	133.00	120.00	75.00
TASK 1 - PROJECT MANAGEMENT	14,822.00		22	0	24	0	0
1.1 Provide Project Schedule	1,160.00		4				
1.3 Monthly Summary Reports/Invoicing (8)	3,110.00		10				
1.4 Monthly Progress Meetings (8)	5,512.00		8		24		
1.5 Work Shop Meetings - included in Task 1.4							
1.6 Subconsultant Management	5,040.00		24				
TASK 2 - DATA COLLECTION	11,394.00		0	6	42	0	6
2.1 Review City Provided Data							
2.1.1 Review As-builts, GIS, Reports, Survey Information	2,548.00		2		16		
2.1.2 Review Additional Data/Projects in Vicinity	3,808.00		8		16		
2.1.3 Review Geotechnical Report	2,658.00		4	6			
2.2 Request and Review Following Information							
2.2.1 Blue-Stake Requests	982.00				4		6
2.2.2 GIS Information	1,396.00				6		8
TASK 3 - UTILITY COORDINATION	26,424.00		28	4	98	0	22
3.1 Provide Utility Coordination	10,576.00		16		32		
3.2 Determine Utility Conflicts	2,120.00		2		10		
3.5 Develop Utility Contact List	1,136.00		2		2		6
3.6 Prepare Utility Clearance Letters at 60% and 90% and 100%	3,054.00		2		8		16
3.7 Obtain and Coordinate Testhole Data							
3.7.1 Determine Location of Needed Potholes	1,854.00		2		8		
3.7.2 Coordinate with Potholer for Required Potholes and Exhibits	2,114.00		2	4			
3.7.3 Update Utility Base Map per Potholes	1,596.00				12		
3.8 Update Utility Conflict Matrix	798.00				6		
3.9 Hold Utility Coordination Meetings (4)							
3.9.1 Schedule and Attend Utility Coordination Meetings	1,322.00		2		4		
3.9.2 Preparation and Distribution of Meeting Agendas and Notes	1,854.00		2		8		
TASK 4 - PERMITTING	8,690.00		0	5	40	0	-
4.1 RID							
4.1.2 Schedule and Hold up to Three (3) Coordination Meetings with RID	2,457.00		6		9		
4.1.3 RID Permits Coordination	2,968.00		4		16		
4.2 Maricopa County Environmental Services Department (MCESD)							
4.2.1 ATC Application and Report	3,265.00		2	5	15		
TASK 5 - SUBSURFACE UTILITY ENGINEERING	14,769.00		0	12	33	55	0
5.1 Develop Utility Base Map as Designated by CobbFendley	10,645.00		2	4	8	25	40
5.2 Update Utility Mapping Updates Based on Potholes and Utility Comments	4,124.00		1	2	4	8	15

City of Buckeye - Broadway Road Waterline - Jackie A. Meck Water Campus to Rainbow Road
City Project No. 106290

Fee Proposal

TASK DESCRIPTION	Senior Project Manager	Survey Manager	Senior Professional	Professional	Analyst	Designer	Admin
	\$	\$	\$	\$	\$	\$	\$
TASK 6 - DESIGN							
6.2 Preliminary Engineering	77	0	146	149	488	258	86
6.2.1 Prepare Preliminary Roll Plot							
6.2.1.1 Alignment Selection	2		2				
6.2.1.2 Utility Conflict/Impact Identification	2		2				
6.2.1.3 Identify Required Permits	2		2				
6.2.1.4 Identify Locations for Trenchless Technologies	2		2				
6.2.1.5 Prepare Roll Plot Deliverable	2		2				16
6.2.2 Site Visit	4		4				
6.3 Construction Drawings							
Cover Sheet (1 sheet)	1		2				
General Notes, Legend, and Abbreviations (2 sheets)	3		6				
Geometric Control (1 sheet)	1		4				
Key Map (1 sheet)	2		6				
Typical Section Sheets (1 sheet)	2		6				
Pipeline Detail Sheets (2 sheets)	8		12				
Pothole Table (1 sheet)	3		6				
Pipeline Plan and Profiles (18 sheets)	18		36				
6.4 60% Deliverables							
6.4.1 Joint Restraint Calculations							
6.4.2 Review and Respond to Preliminary Roll Plot Comments	1		3				
6.4.3 Quality Control Review/Plan Updates	4		8				
6.4.4 Prepare PDF of Deliverables							
6.4.5 ARV Sizes and Locations	1						
6.4.6 Updated List of Required Permits (Included in Task 4)							
6.4.7 Opinion of Probable Construction Cost	3		3				
6.4.8 Specifications	2		2				
6.5 90% Deliverables							
6.5.1 Review and Respond to 60% Comments	3		6				
6.5.2 Quality Control Review/Plan Updates	4		8				
6.5.3 Prepare PDF of Deliverables							
6.5.4 Updated List of Required Permits							
6.5.5 Joint Restraint Calculations (Update)	1		1				
6.5.6 Specifications							
6.6 100% Deliverables							
6.6.1 Review and Respond to 90% Comments	2		6				
6.6.2 Quality Control Review/Plan Updates	2		6				
6.6.3 Prepare PDF of Deliverables							
6.7.5 Specifications							
6.7 Site Visit	3		3				
SUBTOTAL	210.00	190.00	185.00	170.00	133.00	120.00	75.00
	170,824.00						

City of Buckeye - Broadway Road Waterline - Jackie A. Meck Water Campus to Rainbow Road
 City Project No. 106290
 Fee Proposal

TASK DESCRIPTION	Senior Project Manager	Survey Manager	Senior Professional	Professional	Analyst	Designer	Admin
	\$	\$	\$	\$	\$	\$	\$
TASK 7 - SURVEY							
7.1 Topo Basemap CADD File Preparation	9,500.00	28	0	0	0	0	0
7.2 Existing RW Map Preparation	5,320.00	28					
7.3 Aerial Image Preparation	3,420.00	18					
	760.00	4					
SUBTOTAL DIRECT LABOR	256,423.00	28.00	202.00	176.00	725.00	313.00	114.00
TASK 8 - SUBCONSULTANTS SERVICES							
8.1 Control and Topographic Survey Field Work (RSFS)	78,855.00						
8.2 Potting and QLB Utility Designating Field Services (CobbFendley)	18,000.00						
8.3 Geotechnical Investigation	44,355.00						
	16,500.00						
TASK 9 - ALLOWANCES							
9.1 Additional Meetings	235,000.00						
9.2 Additional Plan Sheets and Details	5,000.00						
9.3 Utility Coordination - Review of Relocations	10,000.00						
9.4 Maintenance of Traffic Coordination	5,000.00						
	5,000.00						
	-						
EXPENSES							
General Expenses	10,000.00						
	10,000.00						
CONTRACT TOTAL	370,278.00						

APPENDIX A

RSFS

CONTROL AND TOPOGRAPHIC SURVEY FIELD WORK

RSFS

Real Surveying Field Services LLC

602-790-4383

RealSurveyingFieldServices.com

KIMLEY-HORN

Broadway Rd & Watson Rd

Topographic Survey

Proposal

Real Surveying Field Services LLC will survey approximately 2 miles of utility blue stake and approximately 1 mile of full topo R/W to R/W to include all road features and visible utilities. Invert elevations for sewer and storm drain manholes and top of nut elevations for water valves will be included. All centerline monuments for Broadway Rd and Watson Rd will be included. All work will be performed for a fixed fee of \$18,000

Thank you for the opportunity to submit this proposal

A handwritten signature in black ink, appearing to read 'Rene Real', written in a cursive style.

Rene Real

Real Surveying Field Services Owner

APPENDIX B

COBBFENDLEY

SUBSURFACE UTILITY ENGINEERING (BLUE STAKE ONLY)

Robert Lyons
Kimley-Horn
7740 North 16th St, Suite 300
Phoenix, AZ 85020

VIA E-MAIL

Dear Robert:

**Re: Subsurface Utility Engineering Services QL-A & Field Designating
City of Buckeye Broadway Rd Water Main**

Cobb, Fendley & Associates, Inc. (CobbFendley) is pleased to provide this proposal for the Subsurface Utility Engineering (SUE) services associated with the project referenced above. The proposed Scope of Services and Basis of Compensation are outlined below.

Project Limits

The proposed SUE services will be performed along Broadway Rd, within the Right of Way, from the east side of Rainbow Rd west for 1.75 miles.

Scope of Services

SUE Field Designating (No Survey or CAD)

Note: This scope of services does not include wet utilities such as Water, Sewer, Storm Drain and Irrigation. It is for the purpose of marking all known traceable dry utilities and will also not include any untraceable facilities such as empty conduit or untraceable underground fiber optic lines or streetlight cables.

During Field Designating Services, CobbFendley will:

1. Review all facility records provided by client.
2. Use collected records to corroborate known existing utilities within the project bounds.
3. Field mark locations of underground utilities using geophysical methods such as electromagnetic methods, ground penetrating radar, acoustic emission methods, magnetic methods.
4. Field verify the location and identification of visible utility facilities with the project corridor
5. Coordinate with municipal and third-party utility providers / owners to collect information regarding their existing facilities.
6. Resolve conflicts and comments between field located and as-built information with the municipal and third-party utility providers/owners.
7. Provide Kimley-Horn survey crew with field sketches of marked utilities.
8. Review utility CAD drawings done by Kimley-Horn for accuracy and completeness and provide redlined comments.

SUE Level A: Test Holes (Locate)

Utility test holes will be performed where the vertical location of existing underground utilities is critical. Kimley-

Horn will identify test hole locations based on their conflict analysis. CobbFendley will assist with the final test hole placement to limit impacts to traffic and local businesses. A detailed description of test hole services is below under SUE Level A services. A total of 25 test holes are included in this proposal.

Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility.

During Level A Services, CobbFendley will:

1. Coordinate with utility owner inspectors as may be required by law or utility owner policy.
2. Neatly cut and remove existing pavement material, such that the cut not to exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.
3. Measure and record the following data on an appropriately formatted test hole data sheet.
 - A. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
 - B. Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 2.54 cm (1.0 inches) unless a more precise tolerance is specified for the specific location being investigated.
 - C. Elevation of existing grade over utility at test hole location.
 - D. Horizontal location referenced to project coordinate datum.
 - E. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
 - F. Utility facility material(s).
 - G. Utility facility condition.
 - H. Pavement thickness and type.
 - I. Coating/Wrapping information and condition.
 - J. Unusual circumstances or field conditions.
4. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features.
5. Be responsible for any damage to the utility during the locating process. In the event of damage, CobbFendley shall stop work, notify the appropriate utility facility owner, client project manager, and appropriate regulatory agencies. CobbFendley will not resume work until the utility facility owner has determined the corrective action to be taken.
6. Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material.
7. Furnish and install a permanent above ground marker directly above center line of the utility facility.
8. Provide complete restoration of work site and landscape to equal or better condition than before excavation.
9. Plot utility locate position information to scale and provide a comprehensive utility plan. This information will be provided in AutoCAD format.

TO BE PROVIDED BY KIMLEY-HORN

Kimley-Horn shall furnish the following information, as available, for SUE services at no cost to CobbFendley:

1. Provide roadway plans showing the project limits, alignment, benchmarks, profile, cross section information and test hole locations for the selected projects. CobbFendley may review the test hole locations and recommend changes, as required.
2. Aerial topography DWG/Aerial Imagery.
3. Lists of utility and/or agency contact persons if known.
4. Other available information or assistance as appropriate.

If this summary is acceptable, please forward an authorization to proceed. If you have any questions or comments, please do not hesitate to contact us.

Best Regards,



Joseph R. Cherry
SUE Project Manager

SUE Level A for Kimley-Horn
CobbFendley 2021

Classification	Rate	Unit	Quantity	Cost
Project Manager	\$ 190.00	Hour	16	\$3,040.00
Utility Test Holes				
0-8 feet deep (outside pavement or near edge)	\$ 550.00	Each	12	\$6,600.00
0-5 feet deep (in pavement)	\$ 600.00	Each	8	\$4,800.00
5-8 feet deep (in pavement)	\$ 650.00	Each	5	\$3,250.00
8-12 feet deep	\$ 700.00	Each	3	\$2,100.00
12-16 feet deep	\$ 750.00	Each	2	\$1,500.00
Other Direct Expenses				
Concrete Coring	\$ 85.00	Each	15	\$1,275.00
Core Reinstatement	\$ 55.00	Each	15	\$825.00
MAG Standard (Half Sack Slurry Backfill)	\$ 400.00	Day	4	\$1,600.00
TCP (Lane Closure-Traffic Attenuator) At Cost +10%	\$ 700.00	Day	4	\$2,800.00
Municipal Permit Application & Review At Cost +10%	\$ 500.00	Each	1	\$500.00
Off Duty Police Officer At Cost +10%	\$ 75.00	Hour	8	\$600.00

*Rates shown include personnel, vehicles & standard equipment necessary to complete the task. Cobb Fendley will include supporting backup documentation for all approved reimbursable expenses.

Subtotal for Personnel	\$3,040.00
Subtotal for Utility Test Holes	\$18,250.00
Subtotal for Other Direct Expenses	\$6,325.00

Level A Total	\$27,615.00
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Field Designating and QC for Kimley-Horn
CobbFendley 2021

Level B Designating Per Hour	Rate	Unit	Quantity	Cost
Project Manager	\$ 190.00	Hour	24	\$4,560.00
2 -Man Designating Crew	\$ 170.00	Each	56	\$9,520.00
QA/QC	\$ 90.00	Hour	24	\$2,160.00
Other Direct Expenses				
TCP (Lane Closure-Traffic Attenuator) At Cost +10%	\$ 500.00	Day	1	\$500.00
Off Duty Police Officer At Cost +10%	\$ 75.00	Hour	0	\$0.00

*Rates shown include personnel, vehicles & standard equipment necessary to complete the task.

Subtotal for Personnel	\$16,240.00
Subtotal for Other Direct Expenses	\$500.00

Level B Total	\$16,740.00
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Total	\$44,355.00
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APPENDIX C

NINYO & MOORE

GEOTECHNICAL INVESTIGATION

September 30, 2021
Proposal No. 12PHX02-04119

Mr. Robert Lyons, PE
Kimley-Horn & Associates
7740 North 16th Street, Suite 300
Phoenix, Arizona 850206

Subject: Proposal to Perform Geotechnical Evaluation
Broadway Road 16-Inch Waterline
Rainbow Road to 239th Avenue (Alignment)
Buckeye, Arizona

Dear Mr. Lyons:

Ninyo & Moore is pleased to submit this proposal to perform a geotechnical evaluation for the subject project. This proposal is based on the information that we received from your office. It outlines our scope of services, project assumptions, anticipated schedule, and fee for this phase of work.

SITE/PROJECT DESCRIPTION

The project includes the design and construction of a new 16-inch waterline along Broadway Road, from about Rainbow Road to the 239th Avenue alignment in Buckeye, Arizona; a distance of about 7,900 linear feet. The water main will typically extend less than 10 feet deep and will be installed using transitional cut-and-cover techniques.

SCOPE OF SERVICES

Our scope of services for this project is summarized below:

- Obtain City of Buckeye permits or permissions to conduct the field work.
- Perform geologic research by reviewing readily available published and in-house geotechnical literature of the site and the general site area including geologic maps.
- Perform a walking visual reconnaissance of the project site.
- Conduct a site visit to select and mark out the proposed boring locations.
- Contact Arizona 811 (Blue Stake) and notify them of our exploration locations prior to drilling.

- Arrange for appropriate traffic control measures.
- Drill up to nine borings for the project with a two-wheel drive, truck-mounted drill rig equipped with hollow-stem augers, spaced about 1,000 feet apart along the planned gravity sewer pipeline alignment. These borings will extend up to 10 feet deep.
- Collect soil samples in the borings for laboratory testing and analysis. The boreholes will be backfilled with soil spoils. Ninyo & Moore personnel will log the borings in general accordance with the Unified Soil Classification System and ASTM D2488 by observing cuttings and split-spoon samples. The soil samples will be transported to a Ninyo & Moore laboratory for testing.
- Backfill boreholes with drilling spoils.
- Perform laboratory testing that will generally consist of moisture content and dry densities, grain-size (sieve) analyses, Atterberg limits, and corrosivity (including pH, minimum electrical resistivity, soluble sulfate, soluble sulfides, soluble sulfides and chloride contents) testing.
- Prepare a geotechnical report. The report will contain logs of the exploratory borings and results of the laboratory testing. The report will include a cover letter sealed by a Professional Engineer licensed in the State of Arizona. The report will include the following:
 - Description of work scope, laboratory, and field procedures;
 - Subsurface soil, rock (if encountered), and groundwater conditions;
 - Boring logs and laboratory test results;
 - General seismic characteristics;
 - Maps and boring plans;
 - Excavation characteristics of on-site soils;
 - Side slope stability;
 - Vertical shoring;
 - Earthwork factors;
 - Potential for re-use of on-site soils;
 - Subgrade preparation measures;
 - Pipe bedding;
 - Backfilling;
 - Subsurface fence diagram; and
 - Soil resistivity;

ASSUMPTIONS

We have made the following assumptions in the preparation of this proposal:

- Working hours are from 8:30 am to 4 pm.
- The site is accessible to normal, two-wheel drive, truck-mounted drilling equipment, and site access will be granted.
- Some ground disturbance should be expected as a result of our field work.
- The ground surface elevations at the boring locations will be estimated from topographic information if received from your office.

SCHEDULE

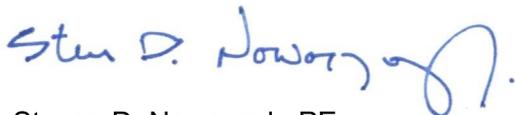
We can initiate this project immediately and could begin the field work in about four weeks after we receive right-of-entry. The anticipated field work should take about one week to finish, and the scheduled laboratory testing could be finished in about three weeks thereafter. After the laboratory work is done, the report can typically be finished in two weeks. Preliminary recommendations can typically be provided about one week after the field work is done.

FEE

We propose to perform the work scope described above for a lump sum fee of \$16,500 (Sixteen Thousand Five Hundred Dollars). Any additional services, not included in the aforementioned scope, will be charged on a time-and-materials basis in accordance with our current Schedule of Fees. To authorize our services, please sign and return the attached Work Authorization and Agreement.

We look forward to working with you.

Respectfully submitted,
NINYO & MOORE



Steven D. Nowaczyk, PE
Managing Principal Engineer

SDN/tlp

Attachment: Work Authorization and Agreement

WORK AUTHORIZATION AND AGREEMENT

Please Sign and Return One Copy to:

NINYO & MOORE
3202 East Harbour Drive
Phoenix, Arizona 85034

PROPOSAL NO. **12PHX02-04119**

1. PROJECT ADDRESS: **Broadway Road, Rainbow Road to 239th Avenue (Alignment), Buckeye, Arizona**
2. PROJECT DESCRIPTION: **Geotechnical Evaluation**
3. SCOPE OF STUDY: **Please refer to proposal dated September 30, 2021.**
4. FEE: **\$16,500 (Sixteen Thousand Five Hundred Dollars – Lump Sum)**
5. PORTION OF FEE IN ADVANCE OF WORK: **None**
6. CLIENT: **Kimley-Horn & Associates** PHONE: **(602) 944-5500**
7740 North 16th Street, Suite 300
Phoenix, Arizona 850206
- CONTACT: **Robert Lyons** PHONE: **(602) 944-5500**
7. STATEMENT TO BE SENT TO: **Client**

CONDITIONS OF AGREEMENT BETWEEN CLIENT AND NINYO & MOORE

This AGREEMENT is made by and between: NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS, hereinafter referred to as CONSULTANT, and **Kimley-Horn & Associates**, hereinafter referred to as CLIENT. This AGREEMENT between the parties consists of these TERMS, the attached Proposal identified as No. **12PHX02-04119** dated **September 30, 2021**, and any exhibits or attachments noted in the Proposal. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by CONSULTANT will be based solely on information available to CONSULTANT. CONSULTANT is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by CONSULTANT under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of geotechnical consulting services.

SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for CONSULTANT to perform the work set forth in this agreement. CLIENT will notify any and all possessors of the project site that CLIENT has granted CONSULTANT free access to the site. Client will protect all property, inside and out, including all plants and landscaping. CONSULTANT will take reasonable precautions to reduce the potential for damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage or alteration is not part of this AGREEMENT unless so specified in the Proposal.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. CONSULTANT will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, CLIENT agrees to compensate CONSULTANT for any time spent or expenses incurred by

CONSULTANT in defense of any such claim, with compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.

SAMPLE DISPOSAL

CONSULTANT will dispose of remaining soil, rock, and water samples approximately thirty (30) days after submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.

MONITORING

If CONSULTANT is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Proposal, then this phrase applies. For the specified assignment, CONSULTANT will report observations and professional opinions to CLIENT or CLIENT's agent. No action of CONSULTANT or CONSULTANT's site representative can be construed as altering any AGREEMENT between the CLIENT and others. CONSULTANT will report to CLIENT or CLIENT's agent any observed geotechnically related work which, in CONSULTANT's professional opinion, does not conform with plans and specifications. The CONSULTANT has no right to reject or stop work of any agent or subcontractor of CLIENT; such rights are reserved solely for CLIENT. Furthermore, CONSULTANT's presence on the site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

If CONSULTANT is not retained by Client for the purpose of monitoring construction work or field activities, CONSULTANT will expressly not be held liable or responsible for such activities or for the geotechnical performance of the completed project. Monitoring of construction work or field activities and the geotechnical performance of the completed project is and will remain the sole and express responsibility of the CLIENT or other party designated by the CLIENT. CLIENT hereby agrees to indemnify and hold harmless CONSULTANT from and against any loss or judgment, suffered by the CONSULTANT as a result of a claim or lawsuit resulting from CLIENT's failure to monitor construction work or field activities for which CONSULTANT has not been retained.

CONSULTANT will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT. It is mutually understood and agreed by CLIENT and CONSULTANT that CONSULTANT has no control or enforcement ability over any persons or parties who are not employees of CONSULTANT. CONSULTANT does not purport to be, nor is CONSULTANT responsible for, any safety precautions nor programs incident thereto for such non-employees of CONSULTANT.

OWNERSHIP AND MAINTENANCE OF DOCUMENTS

Unless otherwise specified in this Agreement or in an Addendum, and provided that CONSULTANT has been fully paid for the Services, CLIENT shall have the right to use the documents, maps, photographs, drawings and specifications resulting from CONSULTANT's efforts on the project, for purposes reasonably contemplated by the parties. CONSULTANT shall have the right, but shall not be obligated, to retain copies of all such materials and shall have the right to use the same for any purpose, unless such use would be expected to cause harm to CLIENT. CLIENT shall specify in advance, in writing, and be charged for all arrangements for special or extended-period maintenance of such materials by CONSULTANT. CONSULTANT retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services.

Reuse of any material described by CLIENT, including publication to third parties, on extension of this project or on any other project without CONSULTANT's written authorization, shall be at CLIENT's risk, and CLIENT agrees to indemnify, defend, and hold harmless CONSULTANT from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized reuse.

BILLING AND PAYMENT

CLIENT will pay CONSULTANT in accordance with the procedures indicated in the Proposal and its attachments. Invoices will be submitted to CLIENT by CONSULTANT, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CONSULTANT in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of three quarters of a percent (.75) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to CONSULTANT per CONSULTANT's current fee schedules. In the event CLIENT fails to pay CONSULTANT within sixty (60) days after invoices are rendered, CLIENT agrees that CONSULTANT will have the right to consider the failure to pay the CONSULTANT's invoice as a breach of this AGREEMENT and CONSULTANT may cease work on the project. At CONSULTANT's option, CONSULTANT may waive said major breach upon payment by CLIENT of all arrearages and outstanding invoices.

TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by either party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, CONSULTANT will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

RISK ALLOCATION

Many risks potentially affect CONSULTANT by virtue of entering into this AGREEMENT to perform professional consulting services on behalf of CLIENT. The principal risk is the potential for human error by CONSULTANT. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with CONSULTANT's liability, CLIENT agrees to limit CONSULTANT's liability to CLIENT and to all other parties for claims arising out of CONSULTANT's performance of the services described in this AGREEMENT. The aggregate liability of CONSULTANT will not exceed \$50,000 for negligent professional acts, errors, or omissions, including attorney's fees and costs which may be awarded to the prevailing party, and CLIENT agrees to indemnify and hold harmless CONSULTANT from and against all liabilities in excess of the monetary limit established above.

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join CONSULTANT as a third-party nor by an award of attorney's fees and costs to the prevailing party in excess of the aggregate liability agreed upon herein by the parties. Parties means CLIENT and CONSULTANT and their officers, employees, agents, affiliates, and subcontractors.

Both CLIENT and CONSULTANT agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT.

INDEMNIFICATION

If any claim is brought against CONSULTANT, its employees, agents and subcontractors and/or CLIENT by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of CONSULTANT and Client, subject to the paragraph titled "Risk Allocation" above, such claim shall be determined as follows:

1. If any negligence, breach of contract, or willful misconduct of CONSULTANT caused any damage, injury, or loss claimed by the third party, then CONSULTANT and CLIENT shall each indemnify the other against any loss or judgement on a comparative negligence basis (CLIENT responsibility to include that of its agents, employees, and other contractors); and
2. Unless CONSULTANT was liable for negligence, breach of contract, or willful misconduct which in whole or in part, caused the damage, injury, or loss asserted in the third party claim, CLIENT shall indemnify CONSULTANT against the claim, liability, loss, legal fees, consulting fees, and other costs of defense reasonably incurred.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed CONSULTANT of CLIENT's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. CONSULTANT and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CONSULTANT and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CLIENT agrees to compensate CONSULTANT for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

CONSULTANT agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold CONSULTANT harmless for any and all consequences of disclosures made by CONSULTANT which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CONSULTANT and, to the maximum extent permitted by law, agrees to defend, indemnify, and save CONSULTANT harmless from any claim, liability, and/or defense costs for injury or loss arising from CONSULTANT's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

CLIENT will be responsible for ultimate disposal of any samples secured by CONSULTANT which are found to be contaminated.

DISPUTE RESOLUTION

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation, then:

1. The claim will be brought and tried in judicial jurisdiction of the court of the county where CONSULTANT's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and;
2. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

GOVERNING LAW AND SURVIVAL

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Risk allocation and indemnities will survive termination or failure of this AGREEMENT for any cause.

The parties have read, or had the opportunity to read, the foregoing, including all attachments, addendums, and exhibits hereto, have had an opportunity to discuss the same, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

Printed Name of Client or Authorized Agent

Signature of Client or Authorized Agent

Date

Steven D. Nowaczyk, PE, Managing Principal Engineer

Date

PM: SDN

Task Order No. 18 City of Buckeye

Final Audit Report

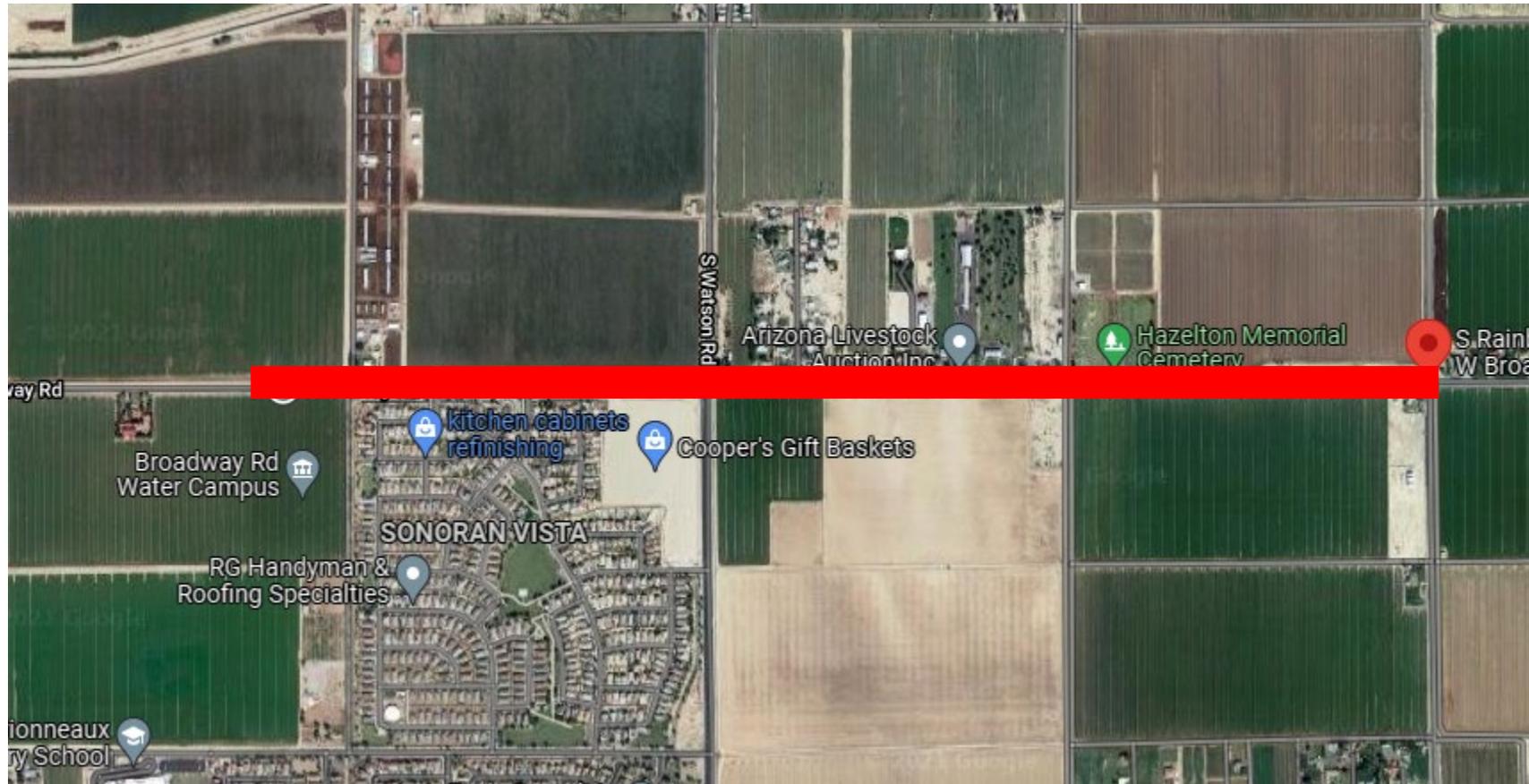
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"Task Order No. 18 City of Buckeye" History

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Reach Line Connection to Jackie A. Meck Water Campus Reservoir



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

MEETING DATE: 01/04/22	AGENDA ITEM: 6.F. Manhole Condition Assessment and Rehabilitation
DATE PREPARED: 12/22/21	DISTRICT NO.: All
STAFF LIAISON: Chris Williams, Construction and Contracting Manager, cwilliams@buckeyeaz.gov, (623) 349-6225	
DEPARTMENT: Construction and Contracting	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on Task Order No. 15 to the On-Call Consulting for Engineering and Architectural Services, Category 2: Water and Wastewater, Contract (No. 2016-020-11) between the City of Buckeye, an Arizona municipal corporation, and Hazen and Sawyer, a New York Design Professional Corporation, to prepare recommendations for repair or replacement of sixty-four manholes; and authorizing the Mayor to execute and deliver said Task Order on behalf of the City.

RELEVANT GOALS:

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

SUMMARY

PROJECT DESCRIPTION:

As part of the Capital Improvement Program, the Water Resources Department has requested Construction and Contracting retain a consultant for the assessment of sixty-four manholes. Hazen and Sawyer, an On-Call Consultant for Engineering and Contractual Services, will prepare recommendation to either repair or replace the manholes. The manholes are located in the southern Buckeye area along the Beloat Road and Miller Road sewer collection lines. These manholes are showing signs of being corroded or deteriorating due to low flow conditions and/or lack of maintenance.

BENEFITS:

Repair or replacement will insure well working manholes.

FUTURE ACTION:

Repair or replacement of manholes based on Hazen and Sawyer recommendation.

FINANCIAL IMPACT STATEMENT:

This is part of the Capital Improvement Program Project No. 106190. Munis CIP2021023.

CURRENT FISCAL YEAR TOTAL COST:

\$122,714.00

BUDGETED:

Yes

FISCAL YEAR:

2022

FUND/DEPARTMENT:

40011113-543134

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

ATTACHMENTS:

[Contractor Signed TO #15.pdf](#)

[Map R1.pdf](#)

**CITY OF BUCKEYE
ON-CALL CONSULTING FOR
ENGINEERING AND ARCHITECTURAL SERVICES
CATEGORY 2: WATER & WASTEWATER
CONTRACT 2016-020-11**

**TASK ORDER #15
MANHOLE CONDITION ASSESSMENT AND REHABILITATION**

In accordance with the On-Call Professional Services Contract between the City of Buckeye (the “City”) and Hazen and Sawyer (“Consultant”), the Consultant will perform the following Scope of Services as detailed in Article 1, subject and pursuant to the terms and conditions of the On-Call Professional Services Contract.

**ARTICLE 1
SCOPE OF SERVICES**

Consultant will prepare recommendations for the repair or replacement of sixty-four manholes, develop construction bid documents and provide engineering services, which is more particularly set forth in Exhibit A.

**ARTICLE 2
SCHEDULE OF COMPLETION OF SERVICES**

The Consultant shall commence work immediately upon issuance of this Task Order and complete the services and deliverables within **Eighty-Four (84) calendar days** from Notice to proceed unless terminated as otherwise provided pursuant to the terms and conditions of the Consulting Services Contract for On-Call Professional Services.

**ARTICLE 3
FEE BREAKDOWN**

Total cost to complete the project under this Task Order as identified in Article 1 shall not exceed **One Hundred Twenty Two Thousand Seven Hundred Fourteen Dollars and Zero Cents (\$122,714.00)**.

This Task Order No. 15 is subject to the terms and requirements of the On-Call Professional Services Contract and may be canceled pursuant to the provisions of Arizona Revised Statutes

Section 38-511. If there is a discrepancy between the terms and conditions of the Contract and Scope of Work, the Contract supersedes the Scope of Work.

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

_____.

CITY

THE CITY OF BUCKEYE, ARIZONA
an Arizona Municipal corporation

By: _____
Eric W. Orsborn, Mayor

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

CA Williams

Christopher A. Williams,
Manager, Construction & Contracting

APPROVED AS TO FORM:

City Attorney

CONSULTANT:
HAZEN AND SAWYER

Curtis D. Courter

Curtis D. Courter, Associate Vice President

**EXHIBIT A
SCOPE OF WORK
AND
FEE**

TASK ORDER #15

City of Buckeye Water and Wastewater Engineering On-Call Services Manhole Condition Assessment and Rehabilitation (Multiple Locations)

City: City of Buckeye (City)

Consultant: Hazen and Sawyer (Consultant)

INTRODUCTION

The City of Buckeye's existing sewer infrastructure is aging. Operations has identified a number of sewer manholes that are in need of repair or replacement under the City's annual manhole rehabilitation budget. For Fiscal Year 21/22, the City's Manhole Condition Assessment and Rehabilitation Program will focus on the following areas:

Street / Subdivision Name	No. Manholes
Beloat Rd	20
Eastern Arizona Canal Line	9
Encantada / Park Place / Parkside	16
Crystal Vista and Sundance	19
Total Manholes	64

Consultant will assess the condition of sixty-four manholes within and adjacent to locations shown, recommend repair or replacement, develop construction bid documents for the recommended repair or replacement and provide engineering services and optional oversight during construction.

SCOPE OF SERVICES

These services will be performed under the terms of Consultant's On-Call Consulting Contract (2016-020-011) with the City. Consultant will perform the following tasks:

TASK 1 – Project Management

The Consultant will perform project management services as described in the following subtasks:

Task 1.1 - Conduct Meetings

The Consultant will conduct meetings and/or workshops with City staff to discuss specific technical aspects of the design; progress in the development of the design drawings, and

specifications; and related issues that may affect Project results. The meetings or workshops will consist of the following:

- Five (5) meetings are anticipated:
 - Project Kickoff Meeting / site visit to Vortex manhole location
 - Progress meetings (2)
 - 90% Design Review Meeting
 - Rehab Contractor Coordination Meeting

The Consultant will prepare and distribute meeting agendas and key decisions and discussion items will be summarized in meeting minutes that will be distributed to project team members.

Task 1.2 - Monitor Progress and Prepare Status Reports

The Consultant will report the progress of design activities monthly for X months through the use of a computer-based project management and scheduling system, which includes all major work activities. The Consultant will update and review the design schedule and deliverables monthly. Progress and schedule tracking will consist of:

- Developing a detailed Project design and deliverable schedule by task;
- Monthly tracking and reporting on progress;
- Report on estimates of construction cost at the 90% progress submittals, and when design is complete;

Task 1 Deliverables:

- Meeting Agendas and Minutes
- Invoicing and Monthly Progress Reports shall be included with each invoice.

TASK 2 – Data Collection & Manhole Condition Assessment

Consultant will review existing information including the City's GIS, available as-builts, and Appendix C Condition Assessment of the 2017 Integrated Water Master Plan and develop a condition assessment program.

Consultant will perform manhole inspection services, consisting of visual inspection using pole mounted, high-resolution 360 degree cameras for the sixty-four manholes within the project area. Consultant will prepare a report of defects, connectivity of the sewers to the manholes and of any service laterals that are connected directly to manholes.

Consultant will update the City's GIS coverage with corrected information collected during the inspections.

Consultant will prepare a Preliminary Design Technical Memorandum summarizing the findings from the inspection, including the location and nature of issues present at the manhole and provide recommendations for repair or replacement.

Task 2 Deliverables:

- Draft and Final Inspection Technical Memorandum

Task 3: Manhole Rehabilitation Design

Consultant will prepare preliminary repair details and specification notes for each selected mitigation and rehabilitation repair method. Consultant will develop an Opinion of Probable Construction Cost.

Task 3.1 – Vortex Manhole rehabilitation

Consultant along with the City’s wastewater operations will meet at the site and inspect the Vortex manhole, review as-builts and prepare a rehabilitation plan. If needed Consultant will hire a surveyor (Allowance) to obtain existing inverts of the pipes an upstream manhole which are currently being surcharged. If a detailed design of upstream sewer is warranted it can be negotiated and included as a change order.

Task 3.2 - Design Development

Consultant will prepare construction drawings and specifications utilizing City’s standards. The Consultant will prepare a progress submittal package when the design drawings and specifications are considered 90% complete for City review. Two (2) copies of the progress submittal package will be provided for City review. A final construction ready set will be completed after incorporating comments from the City. The anticipated drawing list is as follows:

Sheet	Drawing	Title
		<u>General</u>
1	G1	Cover Sheet
2	G2	Drawing List, Notes, and Abbreviations
3	G3	Symbols and Legend
		<u>Civil</u>
4	C1	Beloat Rd – Site Plan
5	C2	Eastern Arizona Canal Line – Site Plan
6	C3	Encantada / Park Place / Parkside – Site Plan
7	C4	Crystal Vista and Sundance – Site Plan
8	D1	Details
9	D2	Details
10	D3	Details and Specifications
11	D4	Vortex Manhole demolition and Rehabilitation Details

Task 3.2 - Opinion of Construction Cost

The Consultant will prepare an Opinion of Probable Construction Cost at 90% design completion and update it for any changes made as part of developing the final construction bid documents. Appropriate amounts for contingency and inflation will be included in the Opinion of Probable Construction Cost to reflect anticipated conditions at the time of construction.

Task 3 Deliverables:

- Draft (90%) Opinion of Probable Construction Cost
- Draft (90%) details and specifications
- Final Opinion of Probable Construction Cost
- Final Construction Bid Documents
- Auto Cad files of final approved design

Task 4: Construction Inspection Services

Consultant shall provide construction oversight and inspections, on a full-time basis, of the contractor's work (Assumption – 260 hours) and make recommendations to the City concerning contractor progress payments. Consultant shall maintain daily job reports.

Consultant shall schedule and attend construction progress meetings as needed with the Contractor and the City during the construction phase of the project.

Consultant shall attend a preliminary and a final punch list walk through of the finished construction with the City representatives. Consultant shall prepare a punch list after the preliminary meeting for the contractor to complete and confirm that the final work has been satisfactorily completed through a final walk through.

Contractor shall secure as-built redlined drawings from the Contractor, and prepare record drawings of construction, and submit two full sets to the City

Task 4 Deliverables:

- Site inspection reports

Post Construction Phase Meetings:

- Substantial Completion Walk and Punch List
- Final Completion

SCHEDULE

The assessment and design Scope of Services (Tasks 1 through 3) will be completed within ten (12) weeks of Notice to Proceed (NTP). This assumes that requested information to be provided by the City is readily available for use in the study.

Construction inspection services are anticipated to be completed within twelve (12) weeks of construction notice to proceed, and be completed no later than June 30, 2022

COMPENSATION

For performance of the Scope of Services (Tasks 1 through 4), Hazen shall be compensated by the City on a time plus expenses basis, subject to an upper billing limit of \$122,714. This proposal also includes an allowance of \$10,000 for survey and/or flow monitoring for the Vortex manhole located at Beloit Rd and 7th St. Table 1 (attached) presents the estimated budget.

EXCLUSIONS:

- Sewer design along Beloit and 7th St – If the surcharge is determined to be caused because of sagging sewer or collapsed sewer, design of recommended remedial measures is not included in the base scope of work.

TO #15 - Manhole Condition Assessment and Recommendations

Final Audit Report

2021-12-02

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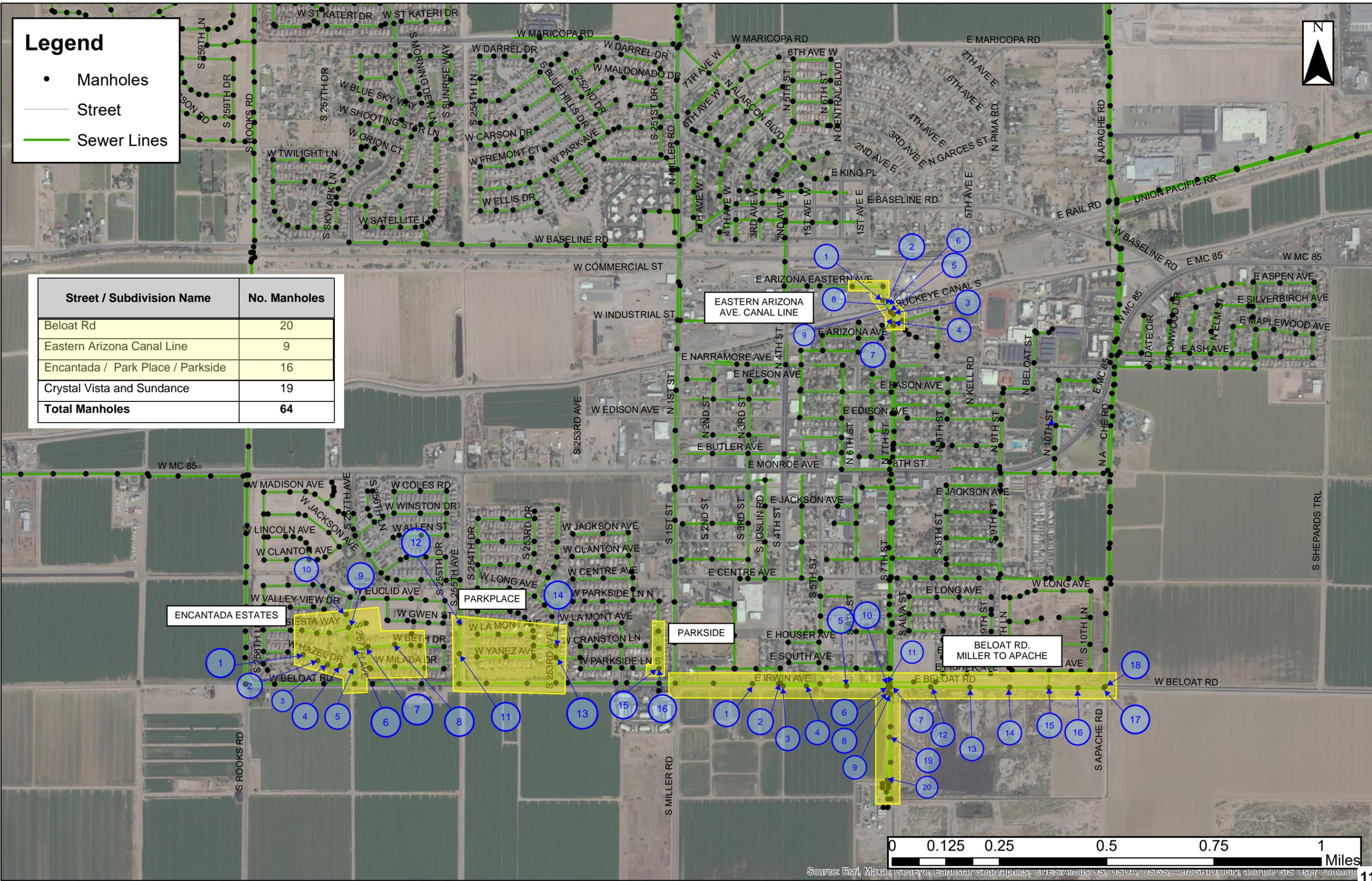
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Legend

- Manholes
- Street
- Sewer Lines



Street / Subdivision Name	No. Manholes
Beloat Rd	20
Eastern Arizona Canal Line	9
Encantada / Park Place / Parkside	16
Crystal Vista and Sundance	19
Total Manholes	64



Legend

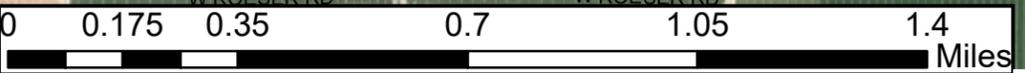
- Manholes
- Street
- Sewer Lines



SUNDANCE -
ARROW DR. AND
DESERT BLOOM

CRYSTAL VISTA

Street / Subdivision Name	No. Manholes
Beloat Rd	20
Eastern Arizona Canal Line	9
Encantada / Park Place / Parkside	16
Crystal Vista and Sundance	19
Total Manholes	64



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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

MEETING DATE: 01/04/22	AGENDA ITEM: 6.G. Buckeye Municipal Airport Taxiway and South Apron Reconstruction Phase II Design/Re-package, Bid and Construction Phase Services
DATE PREPARED: 12/22/21	DISTRICT NO.: All
STAFF LIAISON: Chris Williams, Construction and Contracting Manager, cwilliams@buckeyeaz.gov, (623) 349-6225	
DEPARTMENT: Construction and Contracting	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on Task Order No. 3 to the On-Call Consulting for Taxiway and South Apron Reconstruction Phase II Design / Re-Package, Bid and Construction Phase Services Contract (No. 2017-021-001) between the City of Buckeye, an Arizona municipal corporation, and Dibble Engineering, an Arizona corporation, for taxiway and south apron reconstruction design; and authorizing the Mayor to execute and deliver said Task Order on behalf of the City.

RELEVANT GOALS:

GOAL 3: A Well-Planned Urban Community

ADDITIONAL RELEVANT GOALS:

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

SUMMARY

PROJECT DESCRIPTION:

The Project will include Design/Re-Package, Bid and Construction Phase Services for the reconstruction of south parallel taxiway and connector taxiways at Buckeye municipal Airport. In addition, the design includes installation of taxiway edge lighting and signage as this is a safety concern for pilots.

The original design, which was submitted in May 2019, consisted of a Base Bid and an Additive Alternate Bid. The Base Bid included the reconstruction of the southern aircraft parking apron and was completed in November 2020. The Additive Alternate included the reconstruction and realignment of approximately 11,500 square yards (SY) of Taxiway "D3" and Taxiway "J" and was not awarded. This Project will re-package the Additive Alternate for construction.

BENEFITS:

The existing pavement is experiencing varying degrees of distress and is in need of reconstruction, including lighting and signage, in order to upgrade and meet requirements and rehabilitation required for Airport maintenance.

FUTURE ACTION:

Approve Design and prepare bid documents for construction.

FINANCIAL IMPACT STATEMENT:

This project will be paid by the Capital Improvements Budget.
Munis Project Ledger CIP 2019006

CURRENT FISCAL YEAR TOTAL COST:

Not to exceed: \$232,136.48 Project is funded by a grant from the FAA.

BUDGETED:

Yes

FISCAL YEAR:

FY21/22

FUND/DEPARTMENT:

GL #40111113-543111 (CIP 2019006)

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

ATTACHMENTS:

[Dibble TO3.pdf](#)

[2017-021-001 FE Original Contract -Dibble.pdf](#)

[CO#1 TIME EXTENSION, FE 2017 021 -001.pdf](#)

[Contract No. 2017-021-001 CO2.pdf](#)

[CO # 3 TIME EXTENSION FE 2017-021-001.pdf](#)

[MAP.pdf](#)

**CITY OF BUCKEYE
ON-CALL CONSULTING FOR
TAXIWAY AND SOUTH APRON RECONSTRUCTION PHASE II DESIGN/
RE-PACKAGE, BID & CONSTRUCTION PHASE SERVICES**

**CONTRACT 2017-021-001
DIBBLE ENGINEERING**

Task Order #3

In accordance with the Consultant Services Contract between the City of Buckeye (the “City”) and Dibble Engineering (“Consultant”), the Consultant will perform the following Scope of Services as detailed in Article 1, subject and pursuant to the terms and conditions of the Consulting Services Contract for On-Call Engineering Services.

**ARTICLE 1
SCOPE OF SERVICES**

The Project will include Design/Re-Package, Bid and Construction phase services for the reconstruction of south parallel taxiway and connector taxiways at Buckeye Municipal Airport. In addition, the design includes installation of taxiway edge lighting and signage, more particularly set forth in the Scope of Work attached as Exhibit A.

**ARTICLE 2
SCHEDULE OF COMPLETION OF SERVICES**

The Consultant shall commence work immediately upon issuance of this Task Order and complete the services and deliverables within One hundred Eighty (180) days unless the services are terminated as otherwise provided pursuant to the terms and conditions of the Consulting Services Contract for On-Call Engineering Services.

**ARTICLE 3 3
FEE BREAKDOWN**

Total cost to complete the project under this Task Order as identified in Article 1 shall not exceed **Two Hundred Thirty Two Thousand One Hundred Thirty Six Dollars and Forty Eight Cents (\$232,136.48)**.

This Task Order is subject to the terms and requirements of the Consultant Contract and may be cancelled pursuant to the provisions of Arizona Revised Statutes Section 38-511. If there is a discrepancy between the terms and conditions of the Contract and Scope of Work, the Contract supersedes the Scope of Work.

{Signature page to follow}

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

CITY:
THE CITY OF BUCKEYE, ARIZONA
an Arizona municipal corporation

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:
DIBBLE ENGINEERING



Ryan Toner, Vice President

EXHIBIT A
SCOPE OF WORK AND FEE SCHEDULE

October 18, 2021

City of Buckeye
Buckeye Municipal Airport
3000 S. Palo Verde Rd.
Buckeye, AZ 85326

Attention: Mr. Chris Williams
Division Manager, Construction and Contracting
City of Buckeye

RE: ENGINEERING AND CONSTRUCTION SERVICES PROPOSAL
Contract No. 2017-021-001
On-Call Airport Engineering and Construction Management Services
**Taxiway and South Apron Reconstruction Phase II -
Design/Re-Package, Bid & Construction Phase Services**

We appreciate the opportunity to provide Design/Re-Package, Bid and Construction phase services to the City of Buckeye for the reconstruction of south parallel taxiway and connector taxiways at Buckeye Municipal Airport, as shown in the attached exhibit. In addition to the pavement reconstruction of these areas, this project also includes the installation of taxiway edge lighting and applicable guidance signage.

Dibble, as the prime consultant, is proposing to complete the Scope of Work, as included in this proposal, for the following fees:

A. Design/Re-Package Phase Services (Lump Sum):

1. Dibble	Base Fee	\$58,004.00
2. Dibble	Direct Costs/Expenses.....	\$2,800.00
3. CR Engineers.....	Airfield Electrical Engineering	\$6,756.02

B. Bidding Phase Services (Lump Sum):

1. Dibble	Base Fee	\$8,494.00
2. Dibble	Direct Costs/Expenses.....	\$50.00
3. CR Engineers.....	Airfield Electrical Engineering	\$744.38

C. Construction Phase Services (Time and Materials):

1. Dibble	Base Fee	\$64,281.00
2. Dibble	Direct Costs/Expenses.....	\$3,300.00
3. Dibble CM	Construction Inspection.....	\$47,250.00
4. Quality Testing	Quality Assurance.....	\$21,430.00
5. CR Engineers.....	Airfield Electrical Inspection	\$19,027.08

Project Total **\$232,136.48**

DIBBLE

Transmitted herewith is our proposed Scope of Work, Project Scope Exhibit Fee Summary, Derivation of Fee Proposal, and Estimated Manhour matrix.

We are very much looking forward to working with the City of Buckeye and Buckeye Municipal Airport on this project. If you need additional information or have questions, please do not hesitate to call.

Sincerely,
Dibble



Ryan W. Toner, P.E.
Vice President, Airport Development Practice Leader



Duane H. Dana, P.E.
Project Manager

Dibble

Enclosures





SCOPE OF WORK
Design/Re-Package, Bid &
Construction Phase Services
Taxiway and South Apron
Reconstruction Phase II
 Buckeye Municipal Airport



Dibble has been requested by the City of Buckeye (City) to provide updated design/re-package, bid documents, bid phase and construction phase services for the *Taxiway and South Apron Reconstruction Phase II* project at Buckeye Municipal Airport (Airport/BXK).

The existing AC pavement is experiencing varying degrees of distress and is in need of reconstruction from the subgrade up through the pavement surface. Per the information available on ADOT’s Airport Pavement Management System (APMS) web application, the 2017 Pavement Condition Index (PCI) for the taxiway was 49, indicating that major rehabilitation is recommended for this pavement.

This project will also include the installation of taxiway edge lighting and signage as this is a safety concern for pilots.

The original design, which was submitted in May 2019, consisted of a Base Bid and an Additive Alternate Bid. The Base Bid, included the reconstruction of the southern aircraft parking apron, was completed in November 2020. The Additive Alternate, included the reconstruction and re-alignment of approximately 11,500 square yards (SY) of Taxiway ‘D3’ and Taxiway ‘J’, was not awarded. This project will re-package the Additive Alternate for construction.

The re-package will require significant revisions to the drawings which will now show the reconstructed southern aircraft parking apron as an existing condition. There will be adjustments made to the grading model which will be reflected in both the plans and estimated quantities. Phasing will be readdressed in both the plans and the CSPP. The design will be brought up to date with any changes made to the governing FAA Advisory Circulars, which provide guidance on safe and cost-effective design and construction of airports. New specifications will be prepared and the cost estimate will be revised based off bid results from more recent projects.

The Airport has received notice of award of an FAA Airport Improvement Program (AIP) grant in Federal Fiscal Year (FFY) 2022 that is anticipated to cover the design/re-package, bid documents updates, bid phase services, construction phase services, and project construction.

This proposal is based on the following: an approximate 3-month design/re-package phase including bid documents updates (between November 2021 and February 2022); a 1-month bid phase (March 2022); and construction beginning in June 2022. The construction duration is anticipated to be 55 Calendar Days. The following is the anticipated Scope of Work.

Design/Re-package Phase Services (Lump Sum)

1. General

- a. Project Management and Administration: Dibble will provide all project management and coordination of the design team and will provide coordination between design team members, the City, Airport, and other interested stakeholders as necessary. Administration tasks such as file coordination, project printing, and deliverable compilation at each submittal level will also be included under this task.
- b. Dibble will make monthly “Design and Progress Reports”, including invoicing, to the City of Buckeye in a format acceptable to the City.

2. Project Start-Up and Data Collection:

- a. Project Kick-Off Meeting with City of Buckeye and BXK: This meeting will be held with the City and Airport staff at the very beginning of the project. Discussion items will include design team, control of correspondence, design standards, design schedule, submittals, and coordination of impacts to airport operations/tenants from survey/geotechnical operations.
- b. Base Map Update: Dibble will update all CAD files to reflect the constructed Base Bid of the *Taxiway and South Apron Reconstruction* project shown as existing.

3. 95% Pre-Final Submittal:

- a. 95% Design Plans: Pre-final plans that provide the full layout of the design/repackage for review and approval before providing full design. 95% plans shall include the following:
 - Cover Sheet
 - Project Key Map & Sheet Index
 - General Notes (FAA and City of Buckeye)
 - Legend, Abbreviations & Master Keynotes List
 - Project Quantities Sheet
 - Survey Control Plan
 - Project Site Plan
 - Typical Sections & Details
 - Construction Phasing Plan (3 Sheets)
 - Demolition Plans (2 sheets)
 - Grading & Drainage Plans (2 Sheets)
 - Culvert Profiles & Details (2 Sheets)
 - Paving Plans (2 sheets)
 - Paving Plan & Profiles (3 sheets)
 - Pavement Marking Plans & Details (3 Sheets)
 - Electrical Sheets (25 Sheets)
 - Geotechnical Boring Location Map & Logs (2 Sheets)
 - Cross Sections (4 Sheets)

- b. 95% Contract Documents and Technical Specification: Pre-final contract documents, technical specifications, special provisions, FAA general provisions will be compiled and developed for final review/approval by the City, FAA and ADOT MPD Aeronautics. This set will also be coordinated with the City to determine project advertisement and bidding dates.
- c. 95% Quantities and Engineer's Opinion of Probable Construction Costs (EOPCC): Based on the pre-final 95% construction plans and technical specifications, develop an EOPCC on a unit price basis. The unit pricing for each line item will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
- d. Pre-Final Engineer's Design Report: The pre-final engineer's design report shall provide all the design criteria and standards used in developing the construction documents (i.e. plans and technical specifications), and document the work and results of investigative efforts. This will be provided to the City, FAA and ADOT MPD Aeronautics at this submittal level for final review and approval.
- e. Final Construction Safety and Phasing Plan (CSPP): The final CSPP will be included as an appendix to the Contract Documents. The CSPP will be prepared in accordance with FAA AC 150/5370-2G and submitted to the FAA.
- f. Internal QA/QC Project Review: In addition to the continual quality assurance reviews performed by senior airport staff, Dibble also performs additional quality control reviews prior to each submittal utilizing standard checking processes by Dibble's Quality Director. Review will include the deliverables not previously produced/reviewed such as the Contract Documents and Technical Specifications. Each subconsultant will be responsible for their own Quality Assurance/Quality Control program; however, the Quality Director will review all combined project documents for consistency amongst the design elements before each submittal.
- g. Obstruction Evaluation & Airport Airspace Analysis (OE/AAA) Coordination: An FAA Notice of Construction or Alteration (FAA Form 7460-1) with a Site Exhibit will be submitted to the FAA Airspace Review (OE/AAA) website for processing approximately 45 calendar days before bidding the project.
- h. Final Construction Phasing/Stakeholder Meeting: This meeting will be held with City and Airport staff at BXK to present and discuss the final construction phasing approach/plans with tenants and other relevant stakeholders approximately two (2) weeks before the anticipated 95% submittal date. Stakeholder questions and concerns will be accounted for, coordinated with City and Airport staff, and responded to within one (1) week following this meeting.
- i. FAA, ADOT and City/Airport Review Meeting for Bid Approval: This meeting will be held shortly after the 95% Submittal with FAA, ADOT MPD Aeronautics staff and representatives from the City and Airport for the purpose of approval to bid the project. This approval is required by FAA and ADOT for bidding the project.

4. 100% Bid Submittal:

- a. 100% Bid Plans: Sealed plans per the anticipated plan sheet list in Section 3a. shall have all internal and external review comments by the City, FAA and ADOT MPD Aeronautics incorporated and addressed, and modifications made during final site visits.
- b. Bid Contract Documents and Technical Specification: The final bid contract documents, technical specifications, special provisions, and FAA general provisions shall have all internal and external review comments by the City, Airport, FAA and ADOT MPD Aeronautics incorporated and addressed. The bid contract documents and technical specifications will be issued for bidding and construction.
- c. Bid Quantities and EOPCC: Based on the bid construction plans and technical specifications, provide a bidding schedule in the contract documents and an EOPCC.
- d. Final Engineer's Design Report: The final engineer's design report shall provide all the design criteria and standards used in developing the construction documents (i.e. plans and technical specifications) and document the work and results of investigative efforts. The final report shall also address any review comments received from all internal and external reviews, including City of Buckeye, FAA and ADOT MPD Aeronautics.

5. Project Deliverables

- a. 95% Pre-Final (FAA/ADOT/City Final Review) Submittal: 95% pre-final plans, pre-final specifications, 95% quantities and Engineer's Opinion of Probable Construction Costs, pre-final Engineer's Report, and Final Construction Safety and Phasing Plan.
- b. 100% Bid Submittal: 100% sealed bid-ready plans and specifications, 100% quantities and Engineer's Opinion of Probable Construction Costs, and Final Engineer's Report. The final submittal for the project will also include all the electronic documents, (i.e. CAD, Word, PDF, etc.).
- c. Each submittal will be posted on the Dibble Webshare data base electronically for the City's convenience. It is anticipated that three (3) total hard copies of each submittal item will be provided to the City at each submittal level described above.
- d. Dibble will also post the 100% submittal to the ADOT FTP site electronically (PDF).

6. Electrical Design Services (CR Engineers)

- a. Electrical drawings and specifications will be developed for installation of edge lighting and airfield guidance signage for the taxiways.
- b. Refer to CR Engineers' Scope of Work (attached) for additional information.

7. **Miscellaneous**

- a. This proposal is based on an estimated 3-month design/re-package phase (between November 2021 and February 2022); a 1-month bid phase (March 2022); and receiving a Federal Grant for construction approximately in June 2021.
- b. All plans are to be prepared in AutoCAD Civil 3D 2019.

8. **Exclusions To This Scope of Work**

- a. Landscape, Irrigation, and Environmental Design Services.
- b. Structural Engineering, Mechanical, or Architectural Design Services.
- c. Environmental Evaluation or assessments other than the SWPPP. The Categorical Exclusion (CatEx) request has already been obtained from the FAA for this project.
- d. Revisions to the most current offsite watershed hydrology model(s).
- e. Storm Water Pollution Prevention Plans (SWPPP) (Contractor's Responsibility).

Bid Phase Services (Lump Sum)

9. **Bid Phase Services:**

- a. Project Management and Administration: Dibble will provide all project management and coordination of the design team and will provide coordination between design team members, the City, Airport, and other interested stakeholders as necessary. Administration tasks such as file coordination, project printing, and deliverable compilation for each bid phase task.
- b. Pre-Bid Meeting and Site Visit: Attend the pre-bid meeting and assist the City in conducting the meeting. Dibble, upon the direction of the City, will provide a brief overview of the project and contract components, identifying important elements within the documents that the contractors should be particularly familiar with prior to submitting a bid. Dibble shall also assist the City in developing and submitting the pre-bid meeting minutes to all plan holders.

Dibble will also assist the City with the airfield site visit for all interested parties.

- c. Bid Addendums: Pending contractors' reviews, comments, and questions, Dibble will assist the City in developing, issuing any necessary addendums, and notifying all planholders/bidders. Addendums may include revision to construction documents (i.e. plans and technical specifications). It is anticipated that a minimum of three (3) addenda will be issued for this project.
- d. Contractor's Questions: Dibble will coordinate, address, and appropriately respond to all contractor communications and questions during the bidding process. Responses will be submitted through addenda as needed. All communication will be in compliance with the City of Buckeye regulations and requirements.

- e. Bid Opening Meeting: Dibble, or other staff, will attend the bid opening meeting to assist the City and Sponsor in reviewing and organizing the bidding documents from each contractor.
- f. Bid Tabulation and Recommendation: Dibble will evaluate each bid submitted for mathematical/calculative errors and for comparative purposes against the EOPCC and other bids submitted. Dibble will provide a bid summary letter stating all inconsistencies and results and a recommendation for the lowest responsible, responsive bidder. Included with this effort will be the review and evaluation support of the other contract components such as the DBE subcontractor evaluation.

Dibble will further assist the Sponsor with review of the bidder's compliance with the other required contract documents included in the bidding documents.

Construction Phase Services (Time and Materials)

10. General

- a. Project Management and Administration: Dibble will provide overall project management, coordination between the client and team members, and administration of the project to monitor the contractor's operations and deliverables.

Dibble will make monthly progress reports, including invoicing, to the Airport in a format acceptable to the Airport.

- b. Dibble Team: Dibble CM will provide on-site, full-time construction inspection. CR Engineers will provide electrical construction inspection on an as-needed basis. Quality Testing (QT) will provide quality assurance and acceptance testing.
- c. Construction Duration: The project is predicted to be constructed in 55 Calendar Days.

11. Preconstruction Activities

- a. Pre-Construction Conference: Dibble will conduct the Preconstruction Conference and provide support and/or coordination of the design documents as needed. Dibble will prepare and provide the meeting agenda and sign-in sheet, facilitate the meeting, and issue meeting minutes. The Dibble Team will be in attendance to provide technical support.
- b. Pre-Construction Conference Submittal Reviews and Coordination: Dibble will review project submittals required at the Preconstruction Conference. Dibble (with support from the Dibble Team) will provide the reviews, coordination with the client, and responses.

12. Construction Administration Services

- a. Weekly Construction Meetings: Dibble will prepare the weekly construction meeting agendas, facilitate the meetings, and issue meeting minutes. The CR electrical inspector will attend each weekly meeting. The Dibble Construction Manager and/or Project Manager will attend each weekly meeting.

The estimated number of weekly meetings for the project is 8.

- b. Site Visits and Inspections: The Dibble CM and CR inspectors will perform full-time construction inspection and observation on the project. The Dibble CM and CR inspectors will prepare weekly construction reports of the prior week's occurrences. The Dibble Construction Manager and/or Project Manager will provide weekly site visits to observe the progress of the work and conformance to the contract and design documents and to ensure the continuity of the design and construction phase services.

The estimated site visit time is identified in each respective subconsultant proposal.

- c. Shop Drawing Review and Coordination: The Dibble Team will coordinate and provide responses to the civil construction materials and general project submittals as requested.

The estimated number of submittals for the project is 18.

- d. RFI Review and Coordination: The Dibble Team will coordinate, review and provide responses to construction and general project Requests For Information (RFI).

The estimated number of RFI's for the project is 5.

- e. ESI Review and Coordination: The Dibble Team will coordinate, review and develop necessary Engineering Supplemental Information (ESI) documents, additional details, or sketches as revisions to the construction specifications and/or plans.

The total estimated number of ESI's for the project is 3.

- f. Change Order Request Review and Coordination: Dibble will coordinate and review Contractor Change Order Requests (COR), including verification of T&M effort, project quantities as needed. The Dibble Team key members will be included on the reviews on an as-needed basis.

- g. DBE/SBE Compliance and Coordination: Dibble will coordinate and review all DBE/SBE efforts and documentations required for this project to be compliant with the contract documents. This review will occur with the monthly payment applications.

- h. Certified Payrolls and Interviews: Dibble will coordinate all federally required interviews for conformance with federal wage determinations and review certified payrolls weekly.

- i. QA/QC Coordination and Reviews: Dibble, CR and Q-T will coordinate and review QA/QC actions including scheduling of testing activities, inspections, reporting, review of results, and recommendations.

- j. Monthly Payment Application Coordination and Review: Dibble and CR will regularly review and track project quantities in the field and on the Contractor's As-Builts. Dibble will coordinate these inspected quantities with the contractor and coordinate prior to the submittal of monthly payment applications.

13. Project Close-Out Activities

- a. Substantial Completion Walk Inspection: Dibble will conduct the substantial completion inspections/walks required on the project. The various Dibble Team members will be included.

- b. Final Completion Walk Inspection: Dibble will conduct the final completion inspections/walk. The various Dibble team members will be included.

- c. Punch list and Coordination: Dibble and CR will prepare, submit, and re-evaluate punch lists at the substantial completion and final walk.

- d. Final Construction Report and Coordination: Dibble will coordinate with the Dibble Team and prepare and submit the Final Construction Report. The Dibble Team will provide technical support and review.

- e. Record Drawings: Dibble and CR will develop the Final Record Drawings based on contractor redlines and field changes issued during construction, including RFI's/ESI's. A final submittal will include (1) CD of the electronic (PDF) version of the construction project.
- f. Final Quantities and Close-Out Change Order: Dibble will coordinate, review, and assist the Airport in the preparation of the Final Construction Change Order to FAA, ADOT and the City.
- g. Close-Out Submittal: This will include one sealed set of mylar originals of the Record Drawings, two hard copies of the Final Engineer's Construction Report, electronic versions of the Record Drawings, and PDF versions of the Record Drawings and Final Engineer's Report.

14. Planning Documents Update

- a. ALP Update: Dibble will prepare and submit Federal ALP Update documents to the City and the FAA that incorporates the completed construction project since the last FAA approved ALP.

15. Miscellaneous

- a. All plans are to be prepared in AutoCAD Civil 3D 2019. All work will be prepared in conformance to City of Buckeye Standards.

16. Exclusions

- a. Contractor's jobsite safety and compliance with all ADOSH and OSHA requirements are excluded (Contractor's responsibility).
- b. Construction staking and/or layout services.
- c. SWPPP and other environmental action required for permitting and construction approval by the City of Buckeye/Maricopa County/State of Arizona.

END OF SCOPE OF WORK

Buckeye Municipal Airport
South Apron and Taxiway Reconstruction Phase II
Scope Exhibit



ID	Task Name	Duration	Start	Finish	September 2021	October 2021	November 2021	December 2021	January 2022	February 2022	March 2022
1	Buckeye Municipal Airport Apron & TW Recon Phase II - Design Schedule	104 days	Thu 10/28/21	Tue 3/22/22	30 4 9 14 19 24 29	4 9 14 19 24 29	3 8 13 18 23 28	3 8 13 18 23 28	2 7 12 17 22 27	1 6 11 16 21 26	3 8 13 18 23 28
2	PRE-DESIGN PHASE	1 day	Thu 10/28/21	Thu 10/28/21							
3	Site Walk	1 day	Thu 10/28/21	Thu 10/28/21							
4	95% DESIGN	49 days	Mon 11/1/21	Thu 1/6/22							
5	95% Design Documents	25 days	Mon 11/1/21	Fri 12/3/21							
6	95% Submittal to City/BKK	1 day	Mon 12/6/21	Mon 12/6/21							
7	95% Submittal to FAA/ADOT (for bid approval)	1 day	Mon 12/6/21	Mon 12/6/21							
8	City/FAA/ADOT Review 95% Submittal	10 days	Tue 12/7/21	Mon 12/20/21							
9	95% Submittal Review Meeting	1 day	Tue 12/21/21	Tue 12/21/21							
10	Plan-in-Hand Field Review	1 day	Thu 1/6/22	Thu 1/6/22							
11	FINAL 100% BID-READY DOCUMENTS	31 days	Fri 1/7/22	Fri 2/18/22							
12	100% Design Documents	18 days	Fri 1/7/22	Tue 2/1/22							
13	Compile Design Files/Package Submittal	3 days	Wed 2/2/22	Fri 2/4/22							
14	100% Submittal to City	1 day	Mon 2/7/22	Mon 2/7/22							
15	BID PHASE	22 days	Mon 2/21/22	Tue 3/22/22							
16	Bid Period	22 days	Mon 2/21/22	Tue 3/22/22							

Legend:

- Task: Solid colored bar
- Split: Dotted bar
- Milestone: Diamond
- Summary: Thick black bar
- Project Summary: Thin black bar
- External Milestone: Dotted bar with diamond
- External Task: Dotted bar
- Inactive Task: Solid colored bar with grey outline
- Inactive Milestone: Diamond with grey outline
- Inactive Milestone: Diamond with grey outline
- Inactive Milestone: Diamond with grey outline
- Start-only: Dotted bar
- Finish-only: Dotted bar
- External Tasks: Dotted bar
- External Milestone: Dotted bar with diamond
- Progress: Solid colored bar
- Deadline: Arrow pointing to a date

Firm: Dibble
 Buckeye Municipal Airport
 Project: **Taxiway and South Apron Recon. Ph II**
Design, Bid & Construction Phase Services
 Buckeye, AZ
 Date: 10/6/2021



Contract Number: 2017-021-001
 Project Number: TBD
 Task Number: TBD
 Amendment Number: N/A
 FAA Number: TBD
 ADOT Number: TBD

Summary	Dibble	Subs	Total
A. Design Phase Services			
	Fee	Fee	
1 Dibble Base Fee.....	\$58,004.00	-	
2 Dibble Direct Costs/Expenses.....	\$2,800.00	-	
3 Airfield Electrical Engineering (CR Engineers).....	-	\$6,756.02	
Design Phase Subtotal.....	\$60,804.00	\$6,756.02	\$67,560.02
B. Bid Phase Services			
	Fee	Fee	
1 Dibble Base Fee.....	\$8,494.00	-	
2 Dibble Direct Costs/Expenses.....	\$50.00	-	
3 Airfield Electrical Engineering (CR Engineers).....	-	\$744.38	
Bid Phase Subtotal.....	\$8,544.00	\$744.38	\$9,288.38
C. Construction Phase Service (Additive Alternate)			
	Fee	Fee	
1 Dibble Project/Construction Management & Administration.....	\$64,281.00	-	
2 Dibble Direct Costs/Expenses.....	\$3,300.00	-	
3 Construction Inspection (Dibble CM).....	-	47,250.00	
4 Quality Assurance/Acceptance Testing (QT).....	-	21,430.00	
5 Airfield Electrical Inspection (CR Engineers).....	-	19,027.08	
Construction Phase Subtotal.....	\$67,581.00	\$87,707.08	\$155,288.08
Project Total.....			\$232,136.48

Firm: Dibble	Contract Number: 2017-021-001
Buckeye Municipal Airport	Project Number: TBD
Project: Taxiway and South Apron Recon. Ph II	Task Number: TBD
Design, Bid & Construction Phase Services	Amendment Number: N/A
Buckeye, AZ	FAA Number: TBD
Date: 10/6/2021	ADOT Number: TBD

DERIVATION OF FEE PROPOSAL SUMMARY

BASIC FEE - DESIGN PHASE

Classification	Manhours	2021/2022 Bill. Rate	Labor Costs	
1 Principal Engineer	20	\$232.00	\$4,640.00	
2 Senior Project Manager	60	\$205.00	\$12,300.00	
3 Project Engineer	144	\$169.00	\$24,336.00	
4 Designer	136	\$123.00	\$16,728.00	
Total		360 hrs		

*All rates are per contract change order dated 03/04/2021.

Total Basic Fee..... **\$58,004.00**

DESIGN PHASE SERVICES DIRECT COSTS

(Listed by Item at Actual Cost - NO MARKUP)

Item	Cost	
1 Submittal Printing (Dibble).....	\$ 2,500.00	Reimbursement
2 Mileage (6 trips @ 100 miles) (Dibble).....	\$ 300.00	Reimbursement

f. Sub-Total Allowances for Direct Costs..... **\$2,800.00**

DESIGN PHASE SERVICES SUBCONSULTANTS

Firm	Cost	Method of Compensation
1 Airfield Electrical Engineering (CR Engineers).....	\$ 6,756.02	Lump Sum

g. Sub-Total Allowance for Subconsultants: **\$6,756.02**

TOTAL FEE

h. Total Estimated Cost to Consultant...(e. + f.) \$67,560.02

Firm: Dibble
 Buckeye Municipal Airport
 Project: **Taxiway and South Apron Recon. Ph II**
Design, Bid & Construction Phase Services
 Buckeye, AZ
 Date: 10/6/2021

Contract Number: 2017-021-001
 Project Number: TBD
 Task Number: TBD
 Amendment Number: N/A
 FAA Number: TBD
 ADOT Number: TBD

ESTIMATED MANHOURS - DESIGN PHASE

TASK	PRINCIPAL ENGINEER	SR. PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	ASST. PROJ. ENG. (EIT)	DESIGNER	LAND SURV. MGR. (RLS)	SVY. CREW (2-MAN)	ADMIN ASST.	TOTAL HOURS
1 General										
1a Project Management & Administration	2	12		8						22
2 Project Start-Up and Data Collection										
2a Project Kick-Off Meeting	2	4		4						10
2b Base Map Update		2		8		20				30
6 95% Pre-Final Submittal										
6a 95% Design Plans		6		20		80				106
6b 95% Contract Documents and Technical Specs		4		30						34
6c 95% Quantities and EOPCC		2		12						14
6d Pre-Final Engineer's Design Report		2		20		6				28
6e Final CSPP		2		10						12
6f Internal QA/QC Project Review	16	4								20
6g OE/AAA Coordination and Submittal		2		4		6				12
6h Final Construction Phasing/Stakeholder Meeting		4		4						8
6i FAA, ADOT, City/Airport Review Meeting		6								6
7 100% Bid Submittal										
7a 100% Bid Plans		4		10		20				34
7b Bid Contract Documents and Technical Specs		2		6						8
7c Bid Quantities and EOPCC		2		4		2				8
7d Final Engineer's Design Report		2		4		2				8
TOTALS	20	60	-	144	-	136	-	-	-	360

Firm: Dibble	Contract Number: 2017-021-001
Buckeye Municipal Airport	Project Number: TBD
Project: Taxiway and South Apron Recon. Ph II	Task Number: TBD
Design, Bid & Construction Phase Services	Amendment Number: N/A
Buckeye, AZ	FAA Number: TBD
DATE: 10/6/2021	ADOT Number: TBD

DERIVATION OF FEE PROPOSAL SUMMARY

BASIC FEE - BID PHASE

Classification	Manhours	2021/2022 Bill. Rate	Labor Costs
1 Principal Engineer	0	\$232.00	\$0.00
2 Senior Project Manager	20	\$205.00	\$4,100.00
3 Project Engineer	26	\$169.00	\$4,394.00
4 Designer	0	\$0.00	\$0.00
Total		46 hrs	

*All rates are per contract change order dated 03/04/2021.

Total Basic Fee..... **\$8,494.00**

BID PHASE SERVICES DIRECT COSTS

(Listed by Item at Actual Cost - NO MARKUP)

Item	Cost
1 Mileage (1 trip @ 100 miles) (Dibble).....	\$ 50.00 Reimbursement

f. Sub-Total Allowances for Direct Costs..... **\$50.00**

BID PHASE SERVICES SUBCONSULTANTS

Firm	Cost	Method of Compensation
1 Airfield Electrical Engineering (CR Engineers).....	\$ 744.38	T&M

g. Sub-Total Allowance for Subconsultants: **\$744.38**

BID PHASE SERVICES TOTAL FEE

g. Total Estimated Cost to Consultant....(e. + f.) \$9,288.38

Firm:	Dibble Buckeye Municipal Airport	Contract Number:	2017-021-001
Project:	Taxiway and South Apron Recon. Ph II Design, Bid & Construction Phase Services Buckeye, AZ	Project Number:	TBD
Date:	10/6/2021	Task Number:	TBD
		Amendment Number:	N/A
		FAA Number:	TBD
		ADOT Number:	TBD

ESTIMATED MANHOURS - BID PHASE

TASK	PRINCIPAL ENGINEER	SR. PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	ASST. PROJ. ENG. (EIT)	DESIGNER	LAND SURV. MGR. (RLS)	SVY. CREW (2-MAN)	ADMIN ASST.	TOTAL HOURS
9 Bid Phase Services										
8a Project Management & Administration		4								4
8b Pre-Bid Meeting Prep and Site Visit		6		6						12
8c Bid Addendums		2		10						12
8d Contractor's Questions		2		6						8
8e Bid Opening Meeting		4								4
8f Bid Tabulation and Recommendation		2		4						6
TOTALS	-	20	-	26	-	-	-	-	-	46

Firm: Dibble
 Buckeye Municipal Airport
 Project: **Taxiway and South Apron Recon. Ph II**
Design, Bid & Construction Phase Services
 Buckeye, AZ
 DATE: 10/6/2021

Contract Number: 2017-021-001
 Project Number: TBD
 Task Number: TBD
 Amendment Number: N/A
 FAA Number: TBD
 ADOT Number: TBD

DERIVATION OF FEE PROPOSAL SUMMARY

BASIC FEE - CONSTRUCTION PHASE

Classification	Manhours	2021/2022 Bill. Rate	Labor Costs	
1 Principal Engineer	0	\$232.00	\$0.00	
2 Senior Project Manager	127	\$205.00	\$26,035.00	
3 Project Engineer	179	\$169.00	\$30,251.00	
4 Designer	65	\$123.00	\$7,995.00	
Total		371 hrs		

*All rates are per contract change order dated 03/04/2021.

Total Basic Fee..... **\$64,281.00**

CONSTRUCTION PHASE SERVICES DIRECT COSTS

(Listed by Item at Actual Cost - NO MARKUP)

Item	Cost	
1 Close-out Submittal Printing (Dibble).....	\$ 2,500.00	Reimbursement
2 Mileage (16 trips @ 100 miles) (Dibble).....	\$ 800.00	Reimbursement

f. Sub-Total Allowances for Direct Costs..... **\$3,300.00**

CONSTRUCTION PHASE SERVICES SUBCONSULTANTS

Firm	Cost	Method of Compensation
1 Construction Inspection (Dibble CM).....	\$ 47,250.00	T&M
2 Quality Assurance/Acceptance Testing (QT).....	\$ 21,430.00	T&M
3 Airfield Electrical Inspection (CR Engineers).....	\$ 19,027.08	T&M

g. Sub-Total Allowance for Subconsultants: **\$87,707.08**

CONSTRUCTION PHASE SERVICES TOTAL FEE

g. Total Estimated Cost to Consultant....(e. + f.)	\$155,288.08
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Firm:	Dibble Buckeye Municipal Airport	Contract Number:	2017-021-001
Project:	Taxiway and South Apron Recon. Ph II Design, Bid & Construction Phase Services Buckeye, AZ	Project Number:	TBD
Date:	10/6/2021	Task Number:	TBD
		Amendment Number:	N/A
		FAA Number:	TBD
		ADOT Number:	TBD

ESTIMATED MANHOURS - CONSTRUCTION PHASE

TASK	PRINCIPAL ENGINEER	SR. PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	ASST. PROJ. ENG. (EIT)	DESIGNER	LAND SURV. MGR. (RLS)	SVY. CREW (2-MAN)	ADMIN ASST.	TOTAL HOURS
10 General										
10a Project Management & Construction Admin.		40		4						44
11 Preconstruction Activities										
11a Pre-Construction Conference		6		12						18
11b Pre-Con Submittal Reviews and Coordination		4		8						12
12 Construction Administration Services										
12a Weekly Construction Meetings		16		32						48
12b Site Visits and Inspections		16		32						48
12c Shop Drawing Review and Coordination (18)		4		18						22
12d RFI Review and Coordination (5)		2		10						12
12e ESI Review and Coordination (3)		3		3		9				15
12f Change Order Request Review and Coordination		4								4
12g DBE/SBE Compliance and Coordination				4						4
12h Certified Payrolls and Interviews		4								4
12i QA/QC Coordination and Reviews		2		4						6
12j Monthly Payment Application Coordination and Review		4								4
13 Project Close-Out Activities										
13a Substantial Completion Walk Inspection		6		6						12
13b Final Completion Walk Inspection		6		6						12
13c Punch list and Coordination				2						2
13d Final Construction Report and Coordination		4		24						28
13e Record Drawings		2		4		40				46
13f Final Quantities and Close-Out Change Order		2		4						6
13g Close-Out Submittal				2						2
14 Planning Documents Update										
14a ALP Update		2		4		16				22
TOTALS	-	127	-	179	-	65	-	-	-	371



October 4, 2021

Dibble Engineering
7878 North 16th Street, Suite 300
Phoenix, Arizona 85020

Attn.: Mr. Duane Dana, P.E.

Re: Buckeye Municipal Airport – South Apron and Taxiway Reconstruction Phase II
Proposal for Electrical, Design, Bid Phase, & Construction Administration & Inspection /
Field Services
CRE Proposal No.: 21040

Dear Mr. Dana,

We thank you for choosing our firm to provide electrical engineering services for the above project. We are pleased to present our proposal in the listed attachments below.

Scope of Work: See attached Exhibit A.

Fee Proposal: See attached Exhibit B.

This proposal will be valid for the next ninety (90) days, and we reserve the right to renegotiate it if it has not been accepted within that period. Should conditions of the work change so as to materially affect the level of effort or the time required, then equitable adjustments to fee and schedule will be made. Consultant will notify Client when a changed condition becomes apparent. Failure of Client to provide a timely and equitable adjustment is cause for termination by Consultant.

We will bill you for services rendered to date. Payment will be due within thirty (30) days of billing date.

Please do not hesitate to call if you have any questions.

Sincerely yours,

CR ENGINEERS, INC.

A handwritten signature in blue ink, appearing to read 'Catherine Alcorn', is written over the printed name.

Catherine Alcorn, P.E.
President

O:_21000\21040 Buckeye Airport Taxiway and South Apron Reconstruction (Phase II)\21040 Proposal.docx



SCOPE OF WORK
BUCKEYE MUNICIPAL AIRPORT
TAXIWAY AND APRON RECONSTRUCTION PHASE II
Electrical Design, Bid, & Construction Administration Phase Services

Prepared by CR Engineers, Inc.
OCTOBER 4, 2021

CR Engineers (CRE) shall prepare electrical designs, plans, specifications, quantities, and estimates, for the electrical and airfield lighting and signage additions and modifications associated with the Phase II reconstruction of the Taxiway and Apron at Buckeye Municipal Airport.

The electrical design will include the following components:

- New LED taxiway edge lights and signage, conduit and cable systems for the reconstructed Taxiway and connector Taxiways.
- The scope of work within the electrical airfield lighting vault will consist of the following:
 - The reconstructed Taxiway and connector Taxiways will require a new constant current regulator (CCR) for the new LED taxiway edge lights and signage. This CCR will replace the existing Taxiway CCR. New airfield lighting cable homerun will be installed from existing Taxiway H to the airfield lighting vault.

The following services will be provided:

1. Airfield Traffic Analysis/Phasing

CRE will assist in electrical issues related to the construction phasing study and plans for the construction within the runway and taxiway safety areas and runway safety/approach areas.

2. FAA/ADOT Documentation

CRE will prepare the electrical portion of the Engineer's report including project scope, design standards used, lighting and signage design and criteria, and estimated costs and quantities.

3. Specifications

Technical Specifications: CRE will prepare electrical Technical Specifications based on current FAA Advisory Circular requirements for all work specified.

Submittals:

The 95% preliminary design submittal will include preliminary electrical design plans, preliminary specifications, electrical portion of engineer's report, and cost estimates.

The 100% final design submittal will include (Bid Set) final electrical design plans, specifications, and cost estimates.

CRE will attend the pre-bid conference and respond to Request For Information (RFI) during bidding.

CRE will also attend the following meetings via teleconference: design kick-off meeting and 1 review meetings.

This scope of work consists of comprehensive construction phase services as outlined below:

General Coordination and Administration

- Review of Pay Applications as needed.

Engineering Support Services

- Attend Preconstruction Meeting.
- Review of shop drawings/submittals.
- Provide Engineer's Supplemental Information (ESI) drawings and/or sketches for Contractor clarifications.
- Respond to Contractor's Requests for Information (RFI's)
- Prepare Final Record Drawings based on Contractor as-builts and field changes.

Construction Observation and Field Services -

- Provide periodic construction observation and inspections services for the estimated construction duration of 65 days.
- Provide observation summary reports and quantity verifications.
- Attend the final walk through and verify punch list completion by Contractor.

Fees

See attached Exhibit B for proposed fee schedule and detailed task descriptions.

CR Engineers, Inc.
Fee Proposal Summary

Project Name: Buckeye Municipal Airport Taxiway and Apron Reconstruction Phase II

Date: 10/04/21

CRE Proposal No.: 21040

FEES

Overhead Rate: 150 %
Profit Margin: 10 %

1.0 Design Fees \$7,202.25

2.0 Construction Administration Services Fees \$18,073.00

Total Fees **\$25,275.25**

ESTIMATED EXPENSES AND ALLOWANCES

Auto mileage (\$0.445/mile) \$1,252.23
(134 Miles roundtrip)

Total estimated expenses **\$1,252.23**

GRAND TOTAL **\$26,527.48**

CR Engineers, Inc.

1.0 Design Fee Proposal Worksheet

Project Name: Buckeye Municipal Airport Taxiway and Apron Reconstruction Phase II
Date: 10/04/21
CRE Proposal No.: 21040

Task Description	Quantity	Project Manager /Engineer	Senior Designer	CADD Designer / Manager	Senior Field Inspector	Project Assistant	Total Hours
1.1 Meetings & Site Visits							
1.1.1 Kick-off Meeting	1	1.0					1.0
1.1.2 Review Meeting(s)	1	1.0					1.0
1.3 Contract Documents							
1.3.1 Electrical Drawing(s)		2.0	14.0	20.0			36.0
1.3.2 Specifications		1.0	4.0			1.0	6.0
1.3.3 Engineers Report		1.0	2.0				3.0
1.3.4 Cost Estimate		1.0			4.0		5.0
1.3.7 95% Submittal		2.0		2.0		1.0	5.0
1.3.8 100% Submittal		2.0		2.0		1.0	5.0
2.0 Bidding Assistance							
2.1 Pre-bid Meeting/Walk Through	1				3.0		3.0
2.2 Answer Questions		1.0	2.0				3.0
1.0 Totals		12.0	22.0	24.0	7.0	3.0	68.0

Overhead Rate 150 %
 Profit Margin 10 %

Labor Rates Per Hour:	\$62.00	\$38.00	\$30.00	\$37.00	\$20.00
Direct Labor:	\$744.00	\$836.00	\$720.00	\$259.00	\$60.00
Overhead:	\$1,116.00	\$1,254.00	\$1,080.00	\$388.50	\$90.00
Overhead + Direct Lab:	\$1,860.00	\$2,090.00	\$1,800.00	\$647.50	\$150.00
(OH + Direct) x Profit:	\$186.00	\$209.00	\$180.00	\$64.75	\$15.00
1.0 Total Fees	\$2,046.00	\$2,299.00	\$1,980.00	\$712.25	\$165.00

CR Engineers, Inc.
2.0 Construction Administration Services Fee Proposal Worksheet

Project Name: Buckeye Municipal Airport Taxiway and Apron Reconstruction Phase II

Date: 10/04/21

CRE Proposal No.: 21040

	Task Description	Project Manager, P	Senior Inspector	Sr. CADD Designer	Admin Assistant	Total Hours
1.0	Preconstruction					
1.1	Preconstruction Conference		3.0			3.0
2.0	Construction					
2.1	Submittal/Shop Dwg Review	2.0	8.0	3.0		13.0
2.2	RFI Responses	2.0	4.0	1.0		7.0
2.3	Applications and Quantity		32.0			32.0
2.4	Inspection(s)/Observation(s)		100.0			100.0
2.5	ESI Preparation	2.0	4.0	6.0		12.0
3.0	Postconstruction					
3.3	Drawings	1.0	3.0	6.0		10.0
	Totals	7.0	154.0	12.0	4.0	177.0

	Approved Hourly Billable Rates	\$170.50	\$101.75	\$82.50	\$55.00	
1.0	Total Fees	\$1,193.50	\$15,669.50	\$990.00	\$220.00	\$18,073.00

October 1, 2021

Dibble
7878 N. 16th Street
Suite 300
Scottsdale, AZ 85020

Attn: Mr. Duane Dana

Re: Buckeye Airport
Apron and Taxiway Reconstruction, Ph. 2
Inspection Services

Dear Mr. Dana,

Dibble CM is pleased to submit our inspection services proposal for this project. Following is a summary of our services to be provided:

Construction Inspection

- Furnish one field technician for the purposes of providing construction inspection and surveillance of the contractor's work during normal scheduled construction operations.
- Prepare a written daily report of activities and observations.
- Measure and document pay quantities daily.
- Monitor Contractor's Quality Control field testing, review materials test reports, and notify the Contractor of deficiencies in the work as indicated in the tests and reports.
- Coordinate QA testing of the Contractor's work as required with the client's Quality Assurance material testing firm.
- Observe and document unforeseen conditions, changed conditions, and extra work activities performed by the contractor.

Project Close-Out

- Schedule and conduct a pre-final walk-through with the Contractor and Engineer and prepare a punch list for the Contractor's use prior to the final project walk-through.
- Conduct a final project walk-through with the Contractor, Engineer, and Owner when appropriate.
- Review Contractor request for final payment, verify final quantities, and make recommendation to the Owner for final payment.
- Review Contractor red line drawings for accuracy and forward to the Engineer.
-

A summary of fees for the project are below. A detailed breakout is on Exhibit "A", attached:

Inspection Services \$47,250.00

We greatly appreciate the opportunity to submit our inspection services proposal for this project. Thank you for your consideration.

Respectfully,



KC Brandon
President
Dibble CM

Client: Dibble
 Contact: Duane Dana
 Project: City of Buckeye Airport
 Taxiway and Apron Reconstruction Ph. 2

EXHIBIT "A"
Staff Hours and Fee Proposal



Dibble CM Staff Hours and Fee By Task				
	Billing Rate	\$ 135.00		
Task	Senior Inspector	Total Task Hours	Total Task Fee	
Pre-Construction				\$ -
N / A				
Inspection Services	320	320		\$ 43,200.00
Monitor job progress and quality of work performed				
Project documentation - Daily reports, photos				
Measure and Document Pay Quantities				
Document changes or unforeseen conditions				
Pay request review				
Monitor QC Testing				
Close Out	30	30		\$ 4,050.00
Pre-Final Inspection and Punch List				
Final Inspection				
Final Payment Review				
Contractor As-Built Plan Review				
Total Hours	350	350		
Total Fee - T&M NTE	\$ 47,250.00			\$ 47,250.00
Fee Summary				
Inspection Services	\$ 47,250.00			
Total Fee				\$ 47,250.00



- All services are provided as T & M Not-To-Exceed Total Proposal. You only pay for actual services received.
- Unit Prices are all-inclusive. No additional charges for mileage or other incidental expenses.
- Proposal is based on 40 hours per week for inspection services.
- Proposal is based on 8 weeks for the Base Scope of Work and 8 weeks from NTP to substantial completion.
- Additional Inspection coverage that is required due to delayed schedules will require a commensurate adjustment in fee.
- Overtime for weeks worked over 40 hours will be charged at 1.5 times the contract billing rate.
- Any overtime must be approved in advance by Dibble and the Client.



COST ESTIMATE SUMMARY

SUB CONSULTANT : Quality Testing, LLC - Contractor QC Services

PROJECT NAME : South Apron & Taxiway Reconstruction Phase II

PROJECT OWNER: Buckeye Airport

PROJECT NUMBER: NA

GENERAL INFORMATION / ASSUMPTIONS

BASIS OF ESTIMATE

- 1 ESTIMATE Amount Based on Defined Scope:** This cost proposal is considered as an estimate, subject to the GENERAL INFORMATION/ASSUMPTIONS as defined herein. For the estimate amount, QT will perform all Quality Acceptance (QA) sampling and testing, both field and lab, that is specifically identified in the project documents, or other project controlling documents, at the time of bidding. Please note that without contractors construction schedule it is hard to get the accurate estimate. We have made certain assumptions to prepare this not to exceed estimate however, once the actual construction schedule is available then we can provide more accurate estimate at that time. For this bid which includes taxiway J and and D-3 , we have assumed total of 12 trips (8 trips for earthwork P-152 & P-208 and P-401 and 4 trips for P610). We have also included 1 trip for pre-pave meeting.

Work Outside of Defined Scope: If sampling and testing work is requested by the client that is not already defined in the project documents, such work will be accommodated; however, compensation for such services shall be in addition to the Estimate amount. QT encourages client project management to inform job level project staff that requests for services outside the originally defined QA scope will result in additional costs. Once identified, QT management will send client project management a Supplemental Agreement (SA) form, defining the scope, cost, and description of any requested additional work. Preferably, the requested additional work will not be performed until after the SA form is signed and returned by client management. However, because requests are often the result of unplanned events, and in order to not impact the construction schedule, some work may be performed prior to the SA form being generated and returned. Regardless, by requesting the additional services, and then allowing them to be performed on the project, the client is accepting the responsibility to pay for requested services.

Schedule: The estimate amount was developed prior to bid and without the benefit of a detailed project schedule. In order to properly plan resource utilization after the bid, the client shall provide QT with a detailed base schedule prior to construction. Using this detailed base schedule, QT will redistribute the pre-bid designated manpower and testing resources in accordance with the actual planned sequence and duration of scheduled construction activities. This redistribution of resources will be provided to client management for comment and to further clarify the scope of planned services. Significant deviation from the base schedule that results in extra field presence, or extra samples, may be considered extra work.

References that Define QC Requirements: This cost proposal is based upon the QA sampling and testing requirements as defined in the following project documents: Project Specifications and FAA Specifications.

- 2 Contractor QC Periodic Report Summaries:** Reports will be provided on a weekly basis, although test results will be conveyed in real time as requested by the Client. Weekly Reports will be submitted to the designated client representative by Tuesday of the week following the week in which the work was performed. Reports shall show all QA sampling and testing activities performed by QT during the reporting period. Reports from non-QT entities (i.e. suppliers, other firms, etc.) will be included if provided by the client. QT utilizes a sophisticated materials testing information system for managing and reporting on project test information. Reports from this system will be provided in pdf format for use by client.
- 3 Invoicing:** Invoicing will occur on a 4 week cycle. Each invoice shall include original scope charges that represent an appropriate, and defined, fraction of the original scope estimate amount. In the event that extra work is requested and provided during the invoicing period, such services shall be identified separately from the original scope charges on invoices. Additional work shall be calculated based on the unit prices defined in this cost proposal, or as otherwise superseded in specific Supplemental Agreements.
- 4 Laboratory Facility:** This estimate is based upon all laboratory testing being conducted in QT's AASHTO Accredited testing facility. The QT facility is a full service production laboratory that services numerous project's simultaneously. Efforts are always made to prioritize samples in accordance with project needs.



COST ESTIMATE SUMMARY

SUB CONSULTANT : Quality Testing, LLC - Contractor QC Services

PROJECT NAME : South Apron & Taxiway Reconstruction Phase II

PROJECT OWNER: Buckeye Airport

PROJECT NUMBER: NA

GENERAL INFORMATION / ASSUMPTIONS

LABOR POSITIONS

- 5 **Materials Supervisor** - This person will begin immediately upon notice to proceed and will be involved during the entire contract. This person will be dedicated to managing the day to day field and lab materials testing efforts. Initially, this person will work with the client QA Manager to develop the Materials Testing Plan for the project. Then, this person will ensure that testing frequencies are being satisfied, that non-conformance issues are being properly addressed and rectified, that both field and lab test data is being properly reflected in the QT Materials Information Database, that project specific Periodic Materials Testing Reports are being prepared, transmitted and supported in a timely and accurate manner, and that both physical and personnel resources are provided to the job as scheduled and appropriate. This person will also attend and participate in project meetings when requested and will be the focal point for communication and coordination of materials testing activities between QT and the Client.
- 6 **Field Technician(s)** - In general, field technician(s) shall be assigned to the project in accordance with the SCHEDULED PROJECT MAN-HOURS sheet of this cost proposal, or as modified by a post-bid schedule evaluation. The technician(s) will cover all materials sampling and field testing requirements on the project per the scope of the originally defined estimate amount. For most efficiency and familiarity, use of the consistent personnel pool is always the objective, but cannot be guaranteed. Technician time is charged on a portal to portal basis and related vehicle charges will apply.
- 7 **Reporting Technician** - A reporting technician will accumulate and draft weekly reports for Materials Supervisor to review, evaluate, finalize, and transmit to the Client in a timely fashion. This allows the Materials Supervisor to focus on report content in lieu of data input.
- 8 **Lab Technician** - Lab Technician Indirect hours have been shown on the SCHEDULED PROJECT MAN-HOURS sheet of this cost proposal for information only. A reasonable, approximate estimate of lab testing quantities is reflected in this cost proposal.

QT CONTINGENCY SERVICES

- 9 The hours estimated herein do not include Quality Acceptance activities at fabrication yards or supplier production sites located off of the project. In addition, a regular occurrence of non-compliance and associated retesting is also not accounted for in this estimate. If needed or wanted, these services may require additional hours and lab testing costs.
- 10 QT's intent is to satisfy the project QA materials testing needs within the regular labor assumptions defined in this cost proposal. Based on past similarly staffed projects, overtime is typically not intended, but often incurred due to the contractor work schedule. Overtime often results from long work days, uncontrollable field delays, weekend and night work, schedule intensity increases, owner agency mandates, etc.. This cost proposal assumes zero overtime. QT will attempt to accommodate short term multiple work shifts, weekend work, night work, shift irregularity, and other unforeseen labor demands within this assumption. However, if concurrent work activities begin to regularly stack up beyond the capacity of the herein stated manpower assumptions, QT will work closely with the client to prioritize QA materials testing activity coverage and to adjust technician schedule appropriately.
- 11 All of the QT positions discussed in the QT SERVICES above are based on an assumption of 0% overtime (i.e. 40 regular hours plus 0 overtime hours per week). Time will be billed as actually worked. Overtime will be considered time in excess of 40 hours in a week, or on weekends, or in excess of 8 hours in a day, or during intermittent night shifts.
- 12 Scheduling Cancellation:
For any unforeseen circumstances a technician is cancelled upon their arrival onsite for scheduled activities, the client will be responsible for a minimum of 1 hour plus travel from portal to portal for the technicians time and travel to that project. This is considered services outside the originally defined QA scope and will result in additional costs.

Shekhar R. Shah 10/5/2021
Name Date

Signature



COST PROPOSAL SUMMARY

SUB CONSULTANT : Quality Testing, LLC - Contractor QC Services

PROJECT NAME : South Apron & Taxiway Reconstruction Phase II

LABOR FEES FOR

CLASSIFICATION	REG HOURS	REG RATES	ASS'D % O/T	O/T HOURS	O/T RATE**	LABOR COSTS	LABOR TYPE
Project Manager	36	\$ 125.00			\$ 187.50	\$ 4,500.00	Direct
Materials Data Technician/Admin (Office)	8	\$ 44.00			\$ 66.00	\$ 352.00	Direct
Field Technician-Primary	100	\$ 65.00	10%	10	\$ 97.50	\$ 7,475.00	Direct
Registered Professional Engineer	4	\$ 195.00			\$ 292.50	\$ 780.00	Direct
		\$ -					
		\$ -					
		\$ -					
		\$ -					
Lab Technicians	40	\$ -					Indirect
		\$ -					
		\$ -					
		\$ -					

** Regular Rate x Overtime Premium of **1.50**

(1) Direct Billable Labor Cost	\$	13,107.00
(2) Indirect (Non-Billable) Labor Cost	\$	-
(3) Subtotal	\$	13,107.00
Subtract Indirect Labor (2)	\$	-
TOTAL EXTENDED QT DIRECT BILLABLE LABOR	\$	13,107.00

OTHER FEES

CLASSIFICATION	NO. UNITS	UNITS	UNIT PRICE	EXTENDED PRICE
Daily Vehicle & Equipment Charge	13	EA	\$ 65.00	\$ 845.00
				\$ -
				\$ -

TOTAL OTHER FEES \$ 845.00

LAB TESTING FEES

LAB TESTING FEES	NO. UNITS	UNITS	UNIT PRICE	EXTENDED PRICE
301-Concrete Compressive Strength Cylinders	16	EA	\$ 18.00	\$ 288.00
404-Fracture Faces		EA	\$ 97.00	\$ -
410-Plasticity Index	2	EA	\$ 70.00	\$ 140.00
413-Standard Proctor	2	EA	\$ 120.00	\$ 240.00
415-Sand Equivalent		EA	\$ 95.00	\$ -
416-Sieve Analysis	2	EA	\$ 75.00	\$ 150.00
417-Specific Gravity of CA	1	EA	\$ 50.00	\$ 50.00
418-LA Abrasion		EA	\$ 150.00	\$ -
425-One Dimensional Swell		EA	\$ 95.00	\$ -
500-HMA Test Strip (3 Each AC Content, Marshall, Rice+6 Cores)	1	EA	\$ 1,575.00	\$ 1,575.00
501-AC Core, Density/Thickness	16	EA	\$ 20.00	\$ 320.00
503-AC Core, Drill and Extract		EA	\$ 30.00	\$ -
504-Ignition Furnace Calibration	1	EA	\$ 699.00	\$ 699.00
505/506-AC Content with Gradation (Ignition Method)	8	EA	\$ 197.00	\$ 1,576.00
507-AC Marshall Bulk Density	8	Set of 3	\$ 150.00	\$ 1,200.00
509-AC Max. Specific Gravity	8	Set of 3	\$ 155.00	\$ 1,240.00
510-AC Gyrotory Compaction		Set of 2	\$ 190.00	\$ -
Other (PG Verification)		\$LS	\$ 980.00	\$ -

TOTAL LAB TESTING FEES \$ 7,478.00

TOTAL ESTIMATE OF ALL FEES \$ 21,430.00

Shekhar R. Shah
Estimated By

October 5, 2021
Date Revised

CITY OF BUCKEYE
ON-CALL CONSULTING FOR
AIRPORT ENGINEERING SERVICES

CONTRACT #: 2017-021-001

THIS CONTRACT, ("Contract") is entered into by and between the CITY OF BUCKEYE, an Arizona municipal corporation, hereafter called (the "CITY") and Dibble 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 On-Call Airport Engineering Services for Airport Improvement projects. In accordance with the contract documents, a specific scope of services and fee proposal shall be negotiated for each project and be 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 respect, as 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:

- On-Call Airport Engineering Services: Proficiency in Airport Engineering Services
- Preparation of all tasks to undertake and accomplish a full and complete project design
- Prepare detailed plans, specifications and cost estimates
- Knowledge of all applicable Federal Aviation Administration and Arizona Department of Transportation guidelines for airport and related grant administration
- Develop design schematics, sketches, environmental and aesthetic considerations
- Provide project recommendations, preliminary layouts and associated cost estimates
- Develop a list of basic design assumptions for City of Buckeye review and approval

- Develop work sequence or schedule including permits, time restrictions, access, phasing for the project
- Comply with all applicable City of Buckeye technology standards and practices
- Provide clarifications and interpretations of plans and specifications
- Meet schedule for all design deliverables determined by project size and complexity
- Knowledge of Land use Compatibility recommendations
- Cost/Benefit Studies for Airport Improvement Grants
- Observe or review performance tests required by specifications
- Attend and/or host meetings during design and construction phase
- Work in accordance with Federal Aviation Administration (FAA) and Arizona Department of Transportation (ADOT) standards.
- Meet all Federal, State, City, FAA advisory Circulars, National Environmental Policy Act (NEPA) and Arizona Environmental statues.
- Environmental review/analysis for proposed developments
- Knowledge of Geotechnical Engineering investigations, Field investigations
- Knowledge of Architectural and Engineering Studies
- Construction Management Services

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 schedule set forth in Exhibit A. 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 Contract Administrator. 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 Contract Administrator to determine acceptable percentage of completion.

The Contract Administrator 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 Contract Administrator prior to payment.

3.0 GENERAL TERMS AND CONDITIONS

3.1 CONTRACT ADMINISTRATOR

The Contract Administrator for the City shall be the Purchasing Agent, in the Construction and Contracting Division or designee. The Contract Administrator 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 Contract Administrator.

3.2 TERM OF CONTRACT

The Contract initial term is established for a term commencing on the date of execution and ending the same date in 2019, 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 Contract Administrator 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 Contract Administrator 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 Contract Administrator.

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 public City by the Contract Administrator.

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:

Name: Dibble Engineering
Address: 7878 N. 16th Street, Suite 300
Address: Phoenix, Arizona 85020
Primary Contact: Ryan Toner
Email: Ryan.Toner@dibblecorp.com
Phone: 602 957-1155

On behalf of the CITY:

Tammy Vogel, Contract Administrator
530 East Monroe Ave.
Buckeye, AZ 85326
P: (623) 349-6175
Tvogel@buckeyeaz.gov

With a copy to:

Gust Rosenfeld, P.L.C.
One E. Washington, Suite 1600
Phoenix, AZ 85004-2553
Attention: Attorney for City of Buckeye
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 Statutes § 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 Statutes. § 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 Statutes §§ 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 Statutes § 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 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.

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.

4.1.3 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.

4.1.4 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.

4.1.5 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.

4.1.6 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.

4.1.7 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.

4.1.8 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. 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.

4.1.9 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.

4.1.10 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- Contract Administrator. 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 than 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 than 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

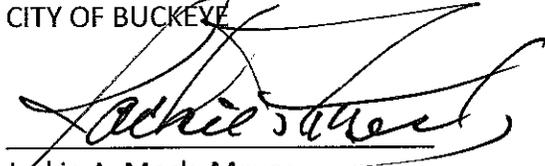
Pursuant to Arizona Revised Statute § 35-393.01, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel.

[Signature page follows]

Contract No: 2017-021-001

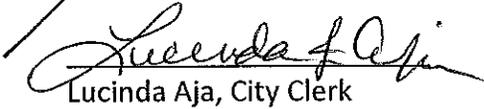
IN WITNESS WHEREOF, the City of Buckeye by its Mayor and City Clerk has hereunto subscribed their names this 20th day of March, 2018.

CITY OF BUCKEYE



Jackie A. Meck, Mayor

ATTEST:



Lucinda Aja, City Clerk

RECOMMENDED:



Christopher A. Williams, Manager
Construction and Procurement

APPROVED AS TO FORM:



City Attorney

CONSULTANT: Dibble Engineering

BY: 

CONSULTANT SIGNATURE

ITS: Vice President

Contract No: 2017-021-001

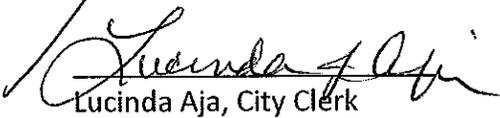
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CITY OF BUCKEYE



Jackie A. Meck, Mayor

ATTEST:



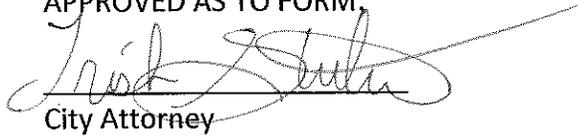
Lucinda Aja, City Clerk

RECOMMENDED:



Christopher A. Williams, Manager
Construction and Procurement

APPROVED AS TO FORM:



City Attorney

CONSULTANT: Dibble Engineering

BY: 

CONSULTANT SIGNATURE

ITS: Vice President

EXHIBIT A :
RATE SCHEDULE AND CONSULTANT SUBMITTAL

January 26, 2018

City of Buckeye
Construction & Contracting Division
530 E. Monroe Avenue
Buckeye, AZ 85326

Attention: Ms. Tammy Vogel
Contract Administrator

RE: CITY OF BUCKEYE / BUCKEYE MUNICIPAL AIRPORT
RFQ #2017-021
On-Call for Airport Engineering
Proposed Contract Rates for 2018-2019

We sincerely appreciate being selected as the consultant for the On-Call for Airport Engineering contract for Buckeye Municipal Airport. Per your request, attached are Dibble's and our subconsultants' proposed rate sheets and associated classifications/personnel. As a summary, our full team includes the following firms and roles:

Dibble Engineering.....Prime Consultant (Civil/Airfield Engineering & Survey)
Dibble CM.....Civil Construction Inspection
CR Engineers..... Electrical Engineering & Inspection
Quality Testing, LLC.....Geotechnical Investigations & Quality Assurance/Acceptance Testing
DWL Architects + Planners.....Architectural/Structural Engineering
Pegasus Utility Locating.....Utility Locating & Potholing

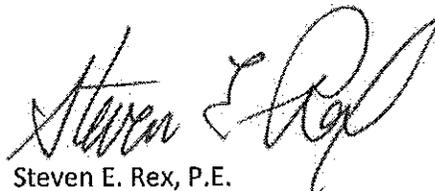
It is understood that these rates shall be in effect for one year from the date of contract execution (2018-2019). Therefore, with the City's concurrence, Dibble would like an opportunity to submit new rates for each one-year renewal period, provided we have the opportunity to be renewed for this contract.

We are very much looking forward to working with the City of Buckeye and Buckeye Municipal Airport. If you need additional information or have questions, please do not hesitate to call.

Sincerely,
Dibble Engineering



Ryan W. Toner, P.E.
Vice President / Airport Development Practice Leader



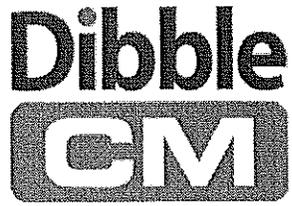
Steven E. Rex, P.E.
Chief Operations Officer

Dibble Engineering®

Effective January 1, 2018

STANDARD BILLING RATES

Principal	\$	279.00
Principal Engineer		219.00
Senior Project Manager		195.00
Project Manager		187.00
Senior Planner		195.00
Planner		159.00
Senior Engineer		175.00
QA/QC Manager		182.00
Project Engineer (PE)		160.00
Assistant Project Engineer (EIT)		130.00
Senior Technician		134.00
Technician		110.00
Senior Designer		135.00
Designer		116.00
Project Coordinator		108.00
Land Survey Manager (RLS)		174.00
Land Surveyor (RLS)		150.00
Assistant Land Surveyor (LSIT)		110.00
Survey Technician		96.00
Survey Crew (2-Man, GPS/Robotic)		185.00
Senior Construction Project Manager		170.00
Construction Project Manager / Resident Engineer		160.00
Construction Project Engineer		152.00
Senior Construction Inspector		135.00
Construction Inspector		127.00
Information Technology Manager		145.00
Network Administrator		98.00
Marketing/Business Development Manager		152.00
Marketing Coordinator		105.00
Senior Administrative Assistant		93.00
Administrative Assistant		79.00
Expenses		
mileage, reproduction, etc.		Cost plus 15%
Overtime Rates		
Client Authorized		Billing Rate x 1.5



The City of Buckeye, Arizona

Airport On-Call Engineering and Inspection Services

RFQ # 2017-021

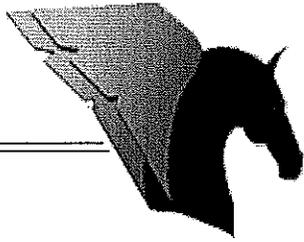
Construction Management and Inspections

STANDARD 2018 BILLING RATES for Dibble CM

Senior Inspector (5yrs. Min. Exp.)	\$120 / hour
Administrative Assistant	\$70 / hour
Expenses	Included
Overtime	Standard Rate x 1.5

CR Engineers, Inc.
Buckeye Municipal Airport - On-Call Engineering CM Selection

Classification	Project Manager /Engineer	Senior Designer	Designer	CADD Designer / Manager	Senior Field Inspector	Field Inspector	Project Assistant
Staff Name	Catherine Alcorn, P.E.	Kerry Leonard	Bill Hoopes	Jeff Weidman	Shane Woodard	Tim Whitehouse	Melanie Batty
Hourly Rate	\$170.50	\$104.50	\$88.00	\$82.50	\$101.75	\$82.50	\$55.00



Pegasus

Utility Locating Services, Inc.

1714 W. Lincoln Street, Phoenix, AZ 85007
 (602) 278-9168 Fax: (602) 278-3167

E-Mail: pegasus@pegasusutility.com

Website: www.pegasusutility.com

*Pegasus Utility Locating Services, INC., is
 MBE/DBE/SBE/SBA, Enterprise with the City of Phoenix,
 Arizona Department of Transportation & Maricopa County*

AZ ROC-199190

AZ ROC-231250

AZ ROC-234221

2018 PRICE LIST

SERVICE	INCLUDED	PRICE
Base Locating	<ul style="list-style-type: none"> ▪ Cable TV ▪ Electric ▪ Gas ▪ Irrigation ▪ Sewer ▪ Fiber Optics ▪ Street Lights ▪ Telephone ▪ Water 	\$150.00/hr
Fault Locating		\$160.00/hr
Leak Detection		\$160.00/hr
Sewer Camera		\$170.00/hr
GPR (Ground Penetrating Radar)		*Based on Customer Need \$275.00/hr
Concrete/Structure Scan		\$275.00/hr
Pot Holing {Vacuum Excavation} 3-HOUR MINIMUM		Mobilization \$165.00 Per Hr. Round Trip *Based on Customer Need \$204.00-\$230.00/hr
Asset Management 4-HOUR MINIMUM		Mobilization/Demobilization \$150.00 Per Hour Labor \$4,000.00 Per Day
Fiber Optic Cabling		*Based on Customer Need
Core Drilling		*Based on Customer Need
SMOKE TESTING		*Based on Customer Need

2-HOUR MINIMUM ON ALL SERVICES
 THIS PRICING MAY NOT APPLY TO UTILITY
 COMPANY CONTRACTS.



Quality Testing
 175 S. Hamilton Place
 Bld 6, Ste 114
 Gilbert, AZ 85233
 (480) 966-2000, (480) 496-2001 FAX
 www.qt-az.com

CONSTRUCTION MATERIALS TESTING SERVICES FEE SCHEDULE (QT Project No. 18013.00)

UNIT	RATE (\$)	UNIT	RATE (\$)
PERSONNEL (Portal to Portal)			
01 Registered Professional Engineer	195.00	401 Bulk Density & Voids (ASTM C29, AASHTO T19)	Each
02 Project Manager	125.00	402 Flakiness Index (ARIZ 233C)	Each
03 Staff Engineer	115.00	403 Flat & Elongated Particles in CA (ASTM D4791)	Each
04 Field Engineer	102.00	404 Fractured Particles in CA (Fractured Faces) (ASTM D5821)	Each
05 Lab Technician - Supervisor (when dedicated field lab required)	93.00	405 Abrasion of Coarse Aggregate (LA) (ASTM C131, AASHTO T96)	Each
06 Lab Technician - General (when dedicated field lab required)	80.00	406 Sulfate Soundness of Aggregates (ASTM C88, T104)	Each
07 Inspector - Chief	100.00	407 Uncompacted Voids of Fine Aggregate (ASTM C1282, AASHTO T304)	Each
08 Inspector - General	80.00	408 Moisture Determination (ASTM D2216, D4944, AASHTO T265, T217)	Each
09 Field Technician - Primary (ATTI/ACI Certs Req'd)	65.00	409 In-Situ Moisture / Unit Wt. (ring sample) (ASTM D2216, AASHTO T265)	Each
10 Field Technician - General (No Cert Req'ts)	52.00	410 Plasticity Index, Dry Prep (ASTM D4318, AASHTO T89, T90)	Each
11 Materials Data Technician/Admin (Office)	44.00	411 Plasticity Index, Wet Prep (ASTM D4318, AASHTO T89, T90)	Each
	1.50	412 Proctor, Modified (ASTM D1557, AASHTO T180)	Each
		413 Proctor, Standard (ASTM D998, AASHTO T99)	Each
		414 Proctor, Soil Cement Mixtures (ASTM D558, AASHTO T134)	Each
		415 Sand Equivalent (ASTM D2419, AASHTO T176)	Each
		416 Sieve Analysis (ASTM C136, C117, AASHTO T27, T11)	Each
		417 Specific Gravity/Absorption (Coarse Agg.) (ASTM C127, AASHTO T85)	Each
		418 Specific Gravity/Absorption (Fine Agg.) (ASTM C128, AASHTO T84)	Each
		419 Specific Gravity of Solids (ASTM D984, AASHTO T100)	Each
		420 pH Determination (ASTM D2376, ARIZ 236)	Each
		421 Resistivity Determination (ARIZ 236)	Each
		422 Hydrometer Analysis (ASTM D422, AASHTO T89)	Each
		423 Shrinkage Factor (AASHTO T92)	Each
		424 Expansion Index (ASTM D4629)	Each
		425 One Dimensional Swell/Settlement (ASTM D4546)	Each
		426 California Bearing Ratio (CBR) (3 points) (ASTM D1883, AASHTO T193)	Each
		427 Direct Shear Test (per point) (ASTM D3080, AASHTO T236)	Each
		428 Unconfined Compressive Strength (ASTM D2166, AASHTO T208)	Each
		429 One Dimensional Consolidation (ASTM D2435, AASHTO T216)	Each
		430 Remolding Soil Sample (ARIZ 249)	Each
		431 Field Percolation Test	Each
		432 Clay Lumps & Friable Particles in Aggregates (ASTM C142, AASHTO T112)	Each
		433 Collapse Potential of Soils (ASTM D5333)	Each
		434 Lightweight Pieces in Aggregate (ASTM C123, AASHTO T113)	Each
		435 Triaxial Shear Test (ASTM D7181/4767/2850, AASHTO T287/T285)	Each
			Quote
OTHERS DIRECT CHARGES			
205 Vehicle Hourly Rate	7.00		
CONCRETE AND MASONRY (NOT INCLUDING FIELD LABOR)			
301 Compressive Strength, Cylindrical Specimen (ASTM C39, AASHTO T22)	18.00		
302 Flexural Beam Testing (ASTM C78, AASHTO T97)	35.00		
303 Obtain Concrete Cores (ASTM C42, AASHTO T24)	LABOR		
304 Trim Concrete Specimen	9.00		
305 Masonry Grout Prisms, Compressive Strength (ASTM C1019)	22.00		
306 Mortar Cubes, Compressive Strength (ASTM C109)	22.00		
307 Mortar Cylinders, Compressive Strength (ASTM C780)	22.00		
308 CMU, Net Area/Absorption (ASTM C 149)	48.00		
309 CMU, Compressive Strength (ASTM C140)	48.00		
310 CMU, Full Set (6 CMU Total) (ASTM C140)	255.00		
311 Masonry Prism, Grouted, Compressive Strength (ASTM C1314)	110.00		
312 Masonry Prism, Ungouted, Compressive Strength (ASTM C1314, C140)	110.00		
313 Shotcrete Panel Core, Compressive Strength (ASTM C42, C39, AASHTO T22, T24)	45.00		
314 Concrete Floor Moisture Vapor Emission Rate	35.00		
315 Concrete Mix Design	Quote		
ASPHALT MIXTURES (NOT INCLUDING FIELD LABOR)			
501 Core Bulk Specific Gravity/Thickness (ASTM D2726, AASHTO T166)	20.00		
502 Core Bulk Specific Gravity/Thickness (Coated) (ASTM D1188, AASHTO T275)	30.00		
503 Drill AC Cores (up to 8" thickness)	30.00		
504 Ignition Oven - Calibration (per mix) (ASTM D6307, AASHTO T308)	699.00		
505 Ignition Oven - Asphalt Cement Content (ASTM D6307, AASHTO T303)	125.00		
506 Ignition Oven - Gradation (ASTM C136, AASHTO T27)	72.00		
507 Marshall Specimen Bulk Density (ASTM D6926, D2726, AASHTO T245)	135.00		
508 Marshall Stability & Flow (ASTM D6927)	Set of 3		
509 Maximum Specific Gravity of HMA Mixture (ASTM D2041, T209)	Set of 3		
510 Gyrotory Compaction (ASTM D6925, D2726, AASHTO T312, T166)	Set of 3		
511 Nuclear Asphalt Content Gauge - Calibration (ASTM D4125, T287)	Set of 2		
512 Moisture Induced Damage of HMA (TSR) (ASTM D4867, AASHTO T283)	Each		
513 Asphalt Concrete Mix Design	750.00		
514 Quantitative Extraction of Hot Mix Asphalt (HMA) (ASTM D2172, AASHTO T164)	550.00		
	Quote		
	Quote		



Quality Testing
 175 S. Hamilton Place
 Bid 5, Ste 11, 85233
 Gilbert, AZ 85233
 (480)496-2000, (480)496-2001 FAX
 www.qtr-az.com

CONSTRUCTION MATERIALS TESTING SERVICES FEE SCHEDULE (Effective 2017)

	UNIT	RATE (\$)		UNIT	RATE (\$)
ASPHALT CEMENT					
601 PG Verification (AASHTO M320)	Each	775.00	701 Emulsion Verification, RS-1, RS-2, SS-1, SS-1h (ASTM D977, AASHTO M140)	Each	875.00
602 PG Classification (AASHTO R29)	Each	975.00	702 Emulsion Verification, HFRS-2 (ASTM D977, AASHTO M140)	Each	975.00
603 Dynamic Shear Rheometer (ASTM D7175, AASHTO T315)	Each	175.00	703 Emulsion Verification, QS-1h (ASTM D977, AASHTO M140)	Each	690.00
604 Dynamic Shear Rheometer, Temp Sweep (ASTM D7175, AASHTO T315)	Each	225.00	704 Emulsion Verification, CRS-1, CRS-2, CSS-1, CSS-1h (ASTM D2397, M209)	Each	875.00
605 Bending Beam Rheometer (ASTM D6648, AASHTO T319)	Each	225.00	705 Emulsion Verification, CQS-1h (ASTM D2397, AASHTO M209)	Each	725.00
606 Bending Beam Rheometer with RT/FC/PAV Aging	Each	425.00	706 Emulsion Verification, CQS-1h (MAG 713)	Each	875.00
607 Bending Beam with Physical Hardening (ASTM D6648, AASHTO T319)	Each	380.00	707 Identification of Cationic Slow Setting Emulsion (AASHTO T59)	Each	125.00
608 Rotational Viscosity (ASTM D4402, AASHTO T316)	Each	90.00	708 Identification of Cationic Slow Setting Emulsion (AASHTO T59, Section 27)	Each	250.00
609 Rotational Viscosity, (ASTM D2994, ASTM D4678/D5018)	Each	115.00	709 Emulsified Asphalt/Aggregate Coating (AASHTO T59)	Each	115.00
610 Rotational Viscosity, Temp Sweep 3 Points (ASTM D4402, AASHTO T316)	Each	210.00	710 Residue by Evaporation (ASTM D244, AASHTO T59)	Each	90.00
611 Rotational Viscosity, Temp Sweep 4 Points (ASTM D4402, AASHTO T316)	Each	250.00	711 Residue by Evaporation (ASTM D2393, CR331)	Each	135.00
612 Pressure Aging Vessel (ASTM 6821, AASHTO R29)	Each	175.00	712 Residue by Evaporation, Low Temperature (ASTM D7497)	Each	225.00
613 Rolling Thin Film Oven (ASTM D2872, AASHTO T240)	Each	125.00	713 Residue and Oil Distillate by Distillation (ASTM D244, AASHTO T59)	Each	180.00
614 Rolling Thin Film Oven with Mass Loss (ASTM D2872, AASHTO T240)	Each	135.00	714 Vacuum Distillation of Modified Emulsion (ARLZ 504)	Each	225.00
615 Multiple Stress Creep Recovery (MSCRC) (ASTM T405, AASHTO T350)	Each	350.00	715 Density of Emulsified Asphalt (ASTM D6937, AASHTO T59)	Each	95.00
616 Absolute Viscosity (140°F, 60°C) (ASTM D2171, AASHTO T202)	Each	90.00	716 Low Temperature Distillation (ASTM D244, AASHTO T59)	Each	275.00
617 Kinematic Viscosity (275°F, 135°C or 140°F, 60°C) (ASTM D2170, AASHTO T201)	Each	130.00	717 Float Test (ASTM D139)	Each	115.00
618 Ductility of Bituminous Materials (ASTM D113, AASHTO T51)	Each	115.00	718 Distillate Fraction on Cutback (ASTM D402, AASHTO T79)	Each	250.00
619 Elastic Recovery (ASTM D6984, AASHTO T301)	Each	135.00	719 Demulsibility (ASTM D244, AASHTO T59)	Each	105.00
620 Flash & Fire Point, Cleveland Open Cup (ASTM D92, AASHTO T48)	Each	90.00	720 Cement Mixing Test	Each	115.00
621 Flash & Fire Point, Cleveland Open Cup, co-polymer product (ASTM D92, AASHTO T48)	Each	135.00	721 Coating (SE214) (AASHTO T59)	Each	65.00
622 Flash & Fire Point, Tag Open Cup (ASTM D3143, AASHTO T79)	Each	90.00	722 High Float Emulsion Verification (ASTM D977, AASHTO M140)	Each	950.00
623 Penetration (@ Temperatures other than 77°F, 25°C) (ASTM D5, AASHTO T49)	Each	95.00	723 Particle Charge (ASTM D244, AASHTO T59)	Each	80.00
624 Penetration (@ 77°F, 25°C) (ASTM D5, AASHTO T49)	Each	90.00	724 pH Determination	Each	80.00
625 Penetration Grade (PG) Asphalt Verification (AASHTO M20)	Each	550.00	725 Saybolt Furol Viscosity (ASTM D98, AASHTO T72)	Each	130.00
626 Softening Point of Bitumen (Ring & Ball) (ASTM D36, AASHTO T53)	Each	95.00	726 Settlement, 5-Day (ASTM D244, AASHTO T59)	Each	175.00
627 Specific Gravity of Binder (ASTM D70, AASHTO T228)	Each	95.00	727 Sieve Test (ASTM D244, AASHTO T59)	Each	85.00
628 Solubility of Asphalt Materials in Trichloroethylene (ASTM D2942, AASHTO T44)	Each	180.00	728 Storage Stability, 1-Day (ASTM D244, AASHTO T59)	Each	135.00
629 Water in Petroleum Products (ASTM D95, AASHTO T55)	Each	250.00	729 Resistance to Water (ASTM D2939)	Each	225.00
			730 Resistance to Freezing (ASTM D2939)	Each	135.00
			731 Resistance to Heat (ASTM D2939)	Each	225.00
			732 Resistance to Keroseme (ASTM D2939)	Each	415.00
			733 Freezing (ASTM D9829, AASHTO T59)	Each	150.00
ASPHALT RUBBER					
650 Brookfield Viscosity (ASTM D2994 or ASTM D5018)	Each	115.00			
651 Brookfield Viscosity, Crack Sealant (ASTM D2198)	Each	135.00			
652 Rotational Viscosity	Each	90.00			
653 Resilience (ASTM D5229)	Each	90.00			
654 Specific Gravity of Crumb Rubber (ASTM D1817, CR208)	Each	175.00			
655 Bulk Density of Crumb Rubber	Each	135.00			
656 Rubber Gradation (ASTM C139)	Each	80.00			
657 Haake Viscosity	Each	80.00			
658 Cone Penetration (ASTM D5329, AASHTO T59)	Each	95.00			

CHANGE ORDER #1

**CITY OF BUCKEYE
ON-CALL CONTRACT #2017-021-001
CONTRACT EXTENSION**

THIS CONTRACT, made and entered into on the 20th day of March, 2018, by and between the City of Buckeye, an Arizona municipal corporation (the "City"), and Dibble Engineering Inc., an Arizona corporation, hereafter called (the "Consultant").

The following paragraphs of Contract 2017-021-001 shall be changed as follows:

3.2 TERM OF CONTRACT

In accordance with "Section 3," "General Terms and Conditions" of the Contract. The contract term is being extended for an additional year commencing on March 20, 2019 through March 19, 2020.

3.26 Scrutinized Business Operations- Delete this paragraph in its entirety.

6.3 Israel Compliance- Change to read: 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, a boycott of Israel, or any entity that does business in Israel or any territories controlled By Israel.

All other terms and conditions of the original contract remain in full force and effect.

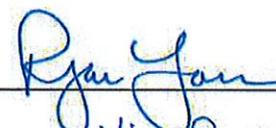
IN WITNESS WHEREOF, the City of Buckeye by its Manager of Construction and Contracting has hereunto subscribed his name.

CITY OF BUCKEYE:

CONTRACTOR:
Dibble Engineering



Christopher A. Williams
Manager, Construction and Contracting

BY: 

Title: Vice President

CHANGE ORDER #2

**CITY OF BUCKEYE
ON-CALL CONTRACT #2017-021-001
CONTRACT EXTENSION**

THIS CONTRACT, made and entered into on the 20th day of March, 2018, by and between the City of Buckeye, an Arizona municipal corporation (the "City"), and Dibble Engineering Inc., an Arizona corporation, hereafter called (the "Consultant").

The following paragraphs of Contract 2017-021-001 shall be changed as follows:

3.2 TERM OF CONTRACT

In accordance with "Section 3," "General Terms and Conditions" of the Contract. The contract term is being extended for an additional year commencing on March 20, 2020 through March 19, 2021.

All other terms and conditions of the original contract remain in full force and effect.

IN WITNESS WHEREOF, the City of Buckeye by its Manager of Construction and Contracting has hereunto subscribed his name.

CITY OF BUCKEYE:

CONTRACTOR:
Dibble Engineering

CA Williams

Christopher A. Williams
Manager, Construction and Contracting

BY: *[Signature]*

Title: Vice President

CHANGE ORDER #3

**CITY OF BUCKEYE
ON-CALL CONTRACT #2017-021-001
CONTRACT EXTENSION**

THIS CONTRACT, made and entered into on the 20th day of March, 2018, by and between the City of Buckeye, an Arizona municipal corporation (the "City"), and Dibble Engineering Inc., an Arizona corporation, hereafter called (the "Consultant").

The following paragraphs of Contract 2017-021-001 shall be changed as follows:

3.2 TERM OF CONTRACT

In accordance with "Section 3," "General Terms and Conditions" of the Contract. The contract term is being extended for an additional year commencing on March 20, 2021 through March 19, 2022.

3.13 MODIFICATIONS

In accordance with "Section 3, Paragraph 3.13 "Modifications". The Consultant has updated the Price sheet for all positions and it is attached as Exhibit A. The 2021/2022 price sheet shall replace the original price sheet and become effective upon execution of Change Order 3.

All other terms and conditions of the original contract remain in full force and effect.

IN WITNESS WHEREOF, the City of Buckeye by its Manager of Construction and Contracting has hereunto subscribed his name.

CITY OF BUCKEYE:

CONTRACTOR:
Dibble Engineering

CA Williams

Ryan Jones

Christopher A. Williams
Manager, Construction and Contracting

Title: **Vice President**

EXHIBIT A

STANDARD BILLING RATES**(Effective January 1, 2021)**

Principal	\$	294.00
Principal Engineer		232.00
Senior Project Manager		205.00
Project Manager		198.00
Senior Engineer		189.00
QA/QC Manager		192.00
Senior Planner		205.00
Planner		167.00
Project Engineer (PE)		169.00
Assistant Project Engineer (EIT)		137.00
Senior Technician		141.00
Technician		116.00
Senior Designer		142.00
Designer		123.00
Project Coordinator		114.00
Land Survey Manager (RLS)		183.00
Land Surveyor (RLS)		159.00
Assistant Land Surveyor (LSIT)		116.00
Survey Technician		101.00
Survey Crew		195.00
GIS Specialist		152.00
Senior Construction Project Manager		185.00
Construction Project Manager / Resident Engineer		172.00
Construction Project Engineer		165.00
Senior Construction Inspector		142.00
Construction Inspector		133.00
Information Technology Director		153.00
Network Administrator		104.00
Business Development Director		160.00
Marketing Director		160.00
Marketing Specialist		111.00
Senior Administrative Assistant		98.00
Administrative Assistant		84.00

Expenses

mileage, reproduction, etc.	Cost plus 15%
-----------------------------	---------------

Overtime Rates

Client Authorized	Billing Rate x 1.5
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CO 3 Dibble 2017-021-001

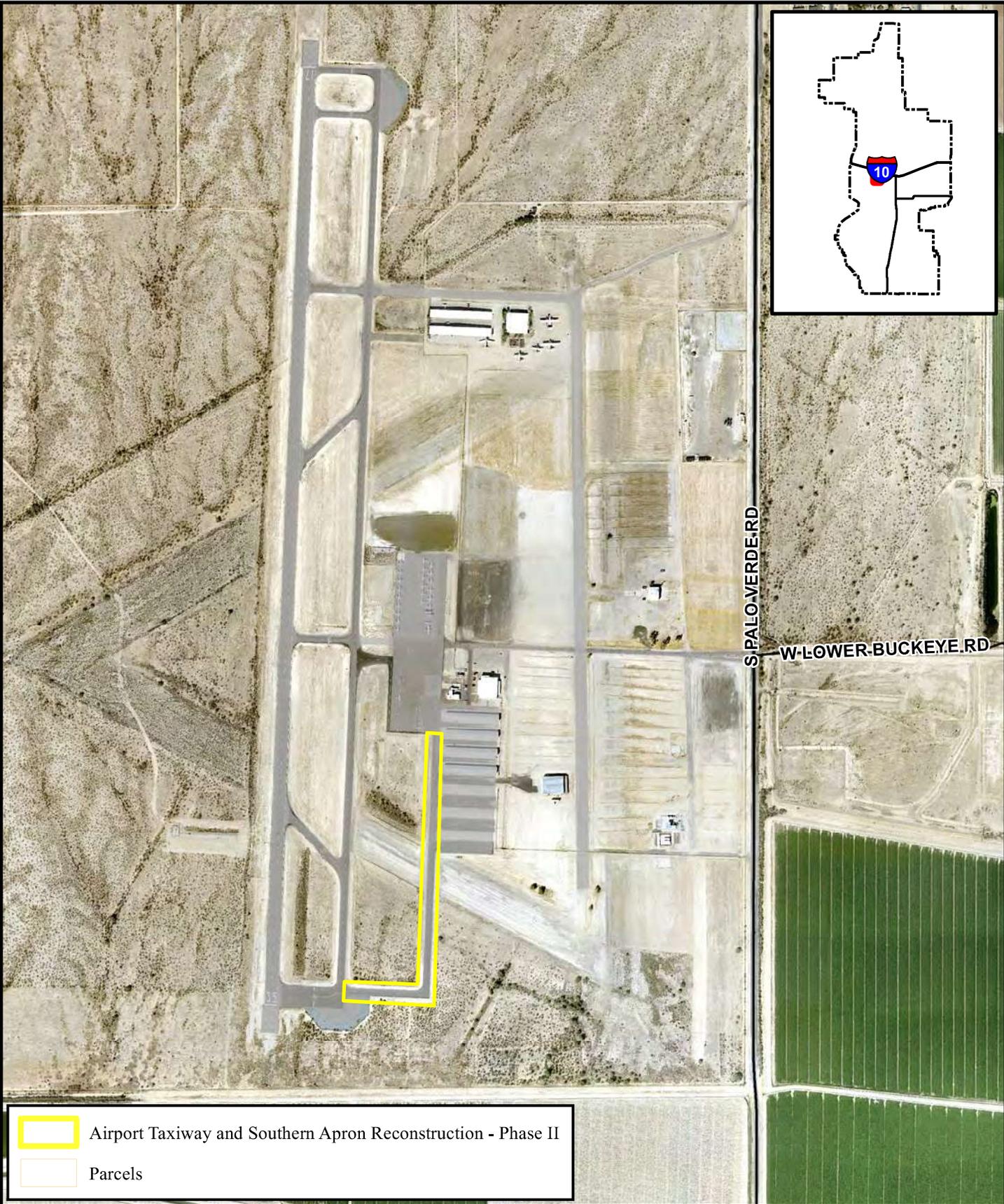
Final Audit Report

2021-03-04

Created:	2021-03-03
By:	Purchasing Buckeye (purchasing@buckeyeaz.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAakJ9ma5BMSclpp64hyaJI35xNM1vGH0ew

"CO 3 Dibble 2017-021-001" History

-  Document created by Purchasing Buckeye (purchasing@buckeyeaz.gov)
2021-03-03 - 10:28:39 PM GMT- IP address: 174.78.95.30
-  Document emailed to Ryan Toner (ryan.toner@dibblecorp.com) for signature
2021-03-03 - 10:29:29 PM GMT
-  Email viewed by Ryan Toner (ryan.toner@dibblecorp.com)
2021-03-04 - 3:55:01 PM GMT- IP address: 50.208.2.241
-  Document e-signed by Ryan Toner (ryan.toner@dibblecorp.com)
Signature Date: 2021-03-04 - 3:55:46 PM GMT - Time Source: server- IP address: 50.208.2.241
-  Document emailed to CA Williams (cwilliams@buckeyeaz.gov) for signature
2021-03-04 - 3:55:48 PM GMT
-  Email viewed by CA Williams (cwilliams@buckeyeaz.gov)
2021-03-04 - 4:40:50 PM GMT- IP address: 104.47.64.254
-  Document e-signed by CA Williams (cwilliams@buckeyeaz.gov)
Signature Date: 2021-03-04 - 4:41:12 PM GMT - Time Source: server- IP address: 174.78.95.30
-  Agreement completed.
2021-03-04 - 4:41:12 PM GMT



- Airport Taxiway and Southern Apron Reconstruction - Phase II
- Parcels



CIP 103740 Airport Taxiway and Southern Apron Reconstruction - Phase II

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.



Date: 12/6/2021

Document Name: CIP103740_AirportTaxiwayandSouthernApronReconstructionPhaseII_8x11

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

MEETING DATE: 01/04/22	AGENDA ITEM: 6.H. Traffic Records Enforcement Software (AZ TraCS)
DATE PREPARED: 12/22/21	DISTRICT NO.: ALL
STAFF LIAISON: Larry Hall, Police Chief, lhall@buckeyeaz.gov, 623-349-6438	
DEPARTMENT: Police	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on Resolution No. 11-22 ratifying a contract with the Governor's Office of Highway Safety relating to the purchase of software, materials, and supplies for the AZ TraCS Citation Program.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

Buckeye PD is transitioning from Brazos E-citation program and converting to the TraCS software system. TraCS will allow officers to write electronic citations from their mobile data computers from their vehicles. The system will also allow accurate data validation at the scene and associate multiple forms with a case, and data sharing from the field. AZGOHS will provide grant funding to reimburse the Department for the purchase of the software and printers through reimbursable grant funds.

BENEFITS:

Grant funds allow the Buckeye Police Department to purchase and integrate the existing process into the new system. The Police Department will not have to incur the capital and material costs of implementing AZ TraCS software and supplies.

FUTURE ACTION:

Future action is not required at this time.

FINANCIAL IMPACT STATEMENT:

The Arizona Governor's Office of Highway Safety will provide reimbursement of funds expended for this grant project up to \$62,174.

CURRENT FISCAL YEAR TOTAL COST:

\$62,174.00

BUDGETED:

Yes

FISCAL YEAR:

2021 - 2022

FUND/DEPARTMENT:

35732121 -523xxx

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

ATTACHMENTS:

[RES 11-22 GOHS Grant for AZ TraCS Software.pdf](#)

[Corrected 2022-405c-003 Contract.1.pdf](#)

[Corrected 2022-405c-003 Contract.1.pdf](#)

RESOLUTION NO. 11-22

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, RATIFYING A CONTRACT WITH THE GOVERNOR’S OFFICE OF HIGHWAY SAFETY RELATING TO THE PURCHASE OF SOFTWARE, MATERIALS, AND SUPPLIES FOR THE AZTRACS CITATION PROGRAM.

WHEREAS, the Buckeye Police Department (“BPD”) is transitioning from the Brazos E-Citation Program to Arizona Traffic and Criminal Software (“AZ TraCS”); and

WHEREAS, AZ TraCS is an electronic citation system that can be utilized from a police vehicle; it is an effective platform for on-scene data sharing and data validation, and it also allows multiple forms to be associated with a single case; and

WHEREAS, BPD believes AZ TraCS is the best system to support its operations at this time, and the Governor’s Office of Highway Safety (“GOHS”) has offered reimbursement funds for the purchase of AZ TraCS software along with printers, scanners, and related supplies; and

WHEREAS, for Fiscal Year 2022, GOHS has agreed to reimburse BPD in an amount up to \$62,174, pursuant to GOHS Contract Number 2022-405c-003, executed December 2, 2021.

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

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. GOHS Contract Number 2022-405c-003 is hereby ratified.

Section 3. The Mayor, the City Manager, the City Attorney, and the Police Chief are hereby authorized and directed to take any and all steps necessary to comply with the conditions of the contract ratified in Section 2 and 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 4th day of January, 2022.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney

HIGHWAY SAFETY CONTRACT

This page, the Project Director's 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: 69A3752230000405cAZ0		Assistance Listings: 20.616
1. APPLICANT AGENCY Buckeye Police Department	GOHS CONTRACT NUMBER: 2022-405c-003	
ADDRESS 21699 West Yuma Road, Suite 104, Buckeye, AZ 85326	PROGRAM AREA: 405c	
2. GOVERNMENTAL UNIT City of Buckeye	AGENCY CONTACT: LaMar Brown	
ADDRESS 530 E. Monroe Ave., Buckeye, AZ 85326	3. PROJECT TITLE: Traffic Records Enforcement Related Materials and Supplies, Scanners, Printers and Software (AZ TraCS)	
4. GUIDELINES: 405c		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 405c funds will support Materials and Supplies: Scanners, Printers and Software (AZ TraCS) to enhance Traffic Records Enforcement throughout the City of Buckeye.		
6. BUDGET COST CATEGORY	Project Period FFY 2022	
I. Personnel Services	\$0.00	
II. Employee Related Expenses	\$0.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$62,174.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$62,174.00	
PROJECT PERIOD	FROM: Effective Date <i>(Date of GOHS Director Signature)</i>	TO: 09-30-2022
CURRENT GRANT PERIOD	FROM: 10-01-2021	TO: 09-30-2022
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$62,174.00		
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:

Agency Background:

Number of sworn officers: 114

Total Population in you city/town or county: 104,000

Total Road Mileage: Highway: 149 **Local:** 299 **Total:** 448

	2019	2018	2017
Total Crashes	1050	938	441
Total Injury Crashes	144	138	57
Total Fatal Crashes	3	7	3
Total Impaired-related Crashes	34	29	5
Total Impaired-related Serious Injuries	5	7	7
Total Impaired-related Fatalities	0	0	1
Total Speed-related Crashes	88	88	20
Total Speed-related Serious Injuries	26	16	22
Total Speed-related Fatalities	0	2	0

The data above represents: County City/Town

Agency Problem/Attempts to Solve Problem:

The Buckeye Police Department is transitioning from the Brazos E-citation program and converting to the TraCS software system. TraCS software system will assist in making this transition efficient and effective.

Agency Funding:

Federal 405c funds will support Materials and Supplies: Scanners, Printers and Software (AZ TraCS) to enhance Traffic Records Enforcement throughout the City of Buckeye.

How Agency Will Solve Problem with Funding:

The funding will allow Buckeye Police department to purchase and integrate the existing process into the new system.

PROJECT MEASURES:

1. Officers will be able to write electronic citations from their mobile data computer using the scanner to cut back time during traffic stops.
2. Scanner helps officers to auto populate same information to different forms such as Citation, Tow Sheet, Accident Exchange, Victim's Rights, etc.

GOALS/OBJECTIVES:

Federal 405c funds will support Materials and Supplies: Scanners, Printers and Software (AZ TraCS) to enhance Traffic Records Enforcement throughout the City of Buckeye.

Expenditures of funding pertaining to the TR/Traffic Records Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Traffic Records Program goals provided by the Arizona Governor's Office of Highway Safety. The Traffic Records Program goal is to enhance and improve the collection and analysis of statistical data related to traffic safety throughout the State of Arizona.

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 Traffic Records 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 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

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

Materials and Supplies - To purchase/procure the following Materials and Supplies for Traffic Records Enforcement Activities: **Scanners, Printers and Software (AZ TraCS)**

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Buckeye Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

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

Quarterly Report

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

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2021)	January 30, 2022
2nd Quarterly Report and RCI (January 1 to March 31, 2022)	April 20, 2022
3rd Quarterly Report and RCI (April 1 to June 30, 2022)	July 20, 2022
4th Quarterly Report and RCI (July 1 to September 30, 2022)	October 15, 2022
Final Statement of Accomplishments	October 15, 2022

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

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

Beverly Roush, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

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 be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

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 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/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 \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House 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/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 may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure 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 and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure 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 Agency's respective Federal file. Findings will be discussed with the 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 may be placed on a performance plan as outlined by the GOHS Director. 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 September 30th of that or subsequent year as indicated on the Highway Safety Contract.

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 Agency 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 sixty days (60) 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's official 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)	\$0.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies Scanners, Printers and Software (AZ TraCS)	\$62,174.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$62,174.00

*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 forty (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 \$62,174.00.

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. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" 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.

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 with Federal funds only steel, iron, and manufactured products produced in the United States, 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 1200.
- 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 primary tier 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 tier 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 tier 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 tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. 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 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 the department or agency entering into this transaction.
- G. The prospective primary 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, 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 1200.
- 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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- 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, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions 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 tier 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 1200.
- 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 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, are defined in 2 CFR parts 180 and 1200. 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 the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant 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 1200.
- 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 is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- 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, 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 or debarment.

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 participating in covered transactions 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: Senior Accounting Manager

Telephone Number: 623-349-6154

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)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

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

Signature of Project Director:

Larry Hall, Chief
Buckeye Police Department

Larry Hall

Dec 22, 2021 623-349-5438
Date Telephone

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

Roger Klinger, City Manager
City of Buckeye

Roger Klinger

Dec 22, 2021 623-349-6910
Date Telephone

HIGHWAY SAFETY CONTRACT

This page, the Project Director's 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: 69A3752230000405cAZ0		Assistance Listings: 20.616
1. APPLICANT AGENCY Buckeye Police Department	GOHS CONTRACT NUMBER: 2022-405c-003	
ADDRESS 21699 West Yuma Road, Suite 104, Buckeye, AZ 85326	PROGRAM AREA: 405c	
2. GOVERNMENTAL UNIT City of Buckeye	AGENCY CONTACT: LaMar Brown	
ADDRESS 530 E. Monroe Ave., Buckeye, AZ 85326	3. PROJECT TITLE: Traffic Records Enforcement Related Materials and Supplies, Scanners, Printers and Software (AZ TraCS)	
4. GUIDELINES: 405c		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 405c funds will support Materials and Supplies: Scanners, Printers and Software (AZ TraCS) to enhance Traffic Records Enforcement throughout the City of Buckeye.		
6. BUDGET COST CATEGORY	Project Period FFY 2022	
I. Personnel Services	\$0.00	
II. Employee Related Expenses	\$0.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$62,174.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$62,174.00	
PROJECT PERIOD	FROM: Effective Date <i>(Date of GOHS Director Signature)</i>	TO: 09-30-2022
CURRENT GRANT PERIOD	FROM: 10-01-2021	TO: 09-30-2022
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$62,174.00		
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:

Agency Background:

Number of sworn officers: 114

Total Population in you city/town or county: 104,000

Total Road Mileage: Highway: 149 **Local:** 299 **Total:** 448

	2019	2018	2017
Total Crashes	1050	938	441
Total Injury Crashes	144	138	57
Total Fatal Crashes	3	7	3
Total Impaired-related Crashes	34	29	5
Total Impaired-related Serious Injuries	5	7	7
Total Impaired-related Fatalities	0	0	1
Total Speed-related Crashes	88	88	20
Total Speed-related Serious Injuries	26	16	22
Total Speed-related Fatalities	0	2	0

The data above represents: County City/Town

Agency Problem/Attempts to Solve Problem:

The Buckeye Police Department is transitioning from the Brazos E-citation program and converting to the TraCS software system. TraCS software system will assist in making this transition efficient and effective.

Agency Funding:

Federal 405c funds will support Materials and Supplies: Scanners, Printers and Software (AZ TraCS) to enhance Traffic Records Enforcement throughout the City of Buckeye.

How Agency Will Solve Problem with Funding:

The funding will allow Buckeye Police department to purchase and integrate the existing process into the new system.

PROJECT MEASURES:

1. Officers will be able to write electronic citations from their mobile data computer using the scanner to cut back time during traffic stops.
2. Scanner helps officers to auto populate same information to different forms such as Citation, Tow Sheet, Accident Exchange, Victim's Rights, etc.

GOALS/OBJECTIVES:

Federal 405c funds will support Materials and Supplies: Scanners, Printers and Software (AZ TraCS) to enhance Traffic Records Enforcement throughout the City of Buckeye.

Expenditures of funding pertaining to the TR/Traffic Records Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Traffic Records Program goals provided by the Arizona Governor's Office of Highway Safety. The Traffic Records Program goal is to enhance and improve the collection and analysis of statistical data related to traffic safety throughout the State of Arizona.

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 Traffic Records 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 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

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

Materials and Supplies - To purchase/procure the following Materials and Supplies for Traffic Records Enforcement Activities: **Scanners, Printers and Software (AZ TraCS)**

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Buckeye Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

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

Quarterly Report

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

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2021)	January 30, 2022
2nd Quarterly Report and RCI (January 1 to March 31, 2022)	April 20, 2022
3rd Quarterly Report and RCI (April 1 to June 30, 2022)	July 20, 2022
4th Quarterly Report and RCI (July 1 to September 30, 2022)	October 15, 2022
Final Statement of Accomplishments	October 15, 2022

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

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

Beverly Roush, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

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 be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

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 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/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 \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House 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/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 may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure 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 and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure 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 Agency's respective Federal file. Findings will be discussed with the 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 may be placed on a performance plan as outlined by the GOHS Director. 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 September 30th of that or subsequent year as indicated on the Highway Safety Contract.

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 Agency 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 sixty days (60) 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's official 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)	\$0.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies Scanners, Printers and Software (AZ TraCS)	\$62,174.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$62,174.00

*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 forty (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 \$62,174.00.

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. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" 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.

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 with Federal funds only steel, iron, and manufactured products produced in the United States, 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 1200.
- 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 primary tier 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 tier 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 tier 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 tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. 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 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 the department or agency entering into this transaction.
- G. The prospective primary 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, 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 1200.
- 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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- 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, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions 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 tier 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 1200.
- 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 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, are defined in 2 CFR parts 180 and 1200. 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 the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant 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 1200.
- 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 is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- 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, 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 or debarment.

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 participating in covered transactions 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: Senior Accounting Manager

Telephone Number: 623-349-6154

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)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

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

Signature of Project Director:

Larry Hall, Chief
Buckeye Police Department

Larry Hall

Dec 22, 2021 623-349-5438
Date Telephone

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

Roger Klinger, City Manager
City of Buckeye

Roger Klinger

Dec 22, 2021 623-349-6910
Date Telephone

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

MEETING DATE: 01/04/22	AGENDA ITEM: 6.I. PLZM-21-00233 - 10 West Commerce Park Map of Dedication for Miller and Lower Buckeye Roads
DATE PREPARED: 12/22/21	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 for Miller and Lower Buckeye Roads associated with the
10 West Commerce Park.

RELEVANT GOALS:

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

ADDITIONAL RELEVANT GOALS:

GOAL 3: A Well-Planned Urban Community

SUMMARY

PROJECT DESCRIPTION:

The intersection of Miller and Lower Buckeye Roads is in need of additional rights-of-way to allow for traffic signaling apparatus. The proposed Map of Dedication will provide the lands necessary to accommodate the installation.

BENEFITS:

The proposed Map of Dedication will allow for right-of-way improvements that are necessary for the development of the intersection at Miller and Lower Buckeye Roads.

FUTURE ACTION:

NA

FINANCIAL IMPACT STATEMENT:

NA

CURRENT FISCAL YEAR TOTAL COST:

NA

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

ATTACHMENTS:

01 - PLZM-21-00233 - 10 West - Vicinity - CC 010422.pdf

02 - PLZM-21-00233 - 10 West - MOD - CC 010422.pdf

Location Map

NTS



DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT CRE-COMMERCE AZ OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS DEDICATED UNDER THE NAME OF "MAP OF DEDICATION FOR MILLER ROAD AND LOWER BUCKEYE ROAD", BEING A PORTION OF LOT 2, MINOR LAND DIVISION FOR MILLER AND DURANGO 63, AS FILED IN BOOK 1546, PAGE 29, RECORDS OF MARICOPA COUNTY, ARIZONA, SITUATED WITHIN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE 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 MILLER ROAD AND LOWER BUCKEYE ROAD", 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.

THAT CRE-COMMERCE AZ OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE PUBLIC FOR USE AS SUCH THE STREETS AND EASEMENTS AS SHOWN HEREON AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

CRE-COMMERCE AZ OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY OF BUCKEYE FEE TITLE TO ALL PUBLIC RIGHT-OF-WAYS AS SHOWN ON THE PLAT.

CRE-COMMERCE AZ OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, 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.

CRE-COMMERCE AZ OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY GRANTS TO THE CITY OF BUCKEYE A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS BUS AND SIDEWALK EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC FACILITIES AND SIDEWALK.

CRE-COMMERCE AZ OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, 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.

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

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, 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. CRE-COMMERCE AZ OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, ("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.

OWNER HEREBY GRANTS AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, 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 BUCKEYE MUNICIPAL AIRPORT. CRE-COMMERCE AZ OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF BUCKEYE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF BUCKEYE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING BUCKEYE AIRPORT, 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 BUCKEYE AIRPORT. 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 PRIVATE PILOT 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.

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

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

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

THIS ____ DAY OF _____, 2021.

CRE-COMMERCE AZ OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER

BY _____

ITS _____

ACKNOWLEDGMENT

STATE OF)
) SS
COUNTY OF)

ON THIS, THE ____ DAY OF _____, 2021, BEFORE ME THE UNDERSIGNED NOTARY,

PERSONALLY APPEARED WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE AUTHORIZED SIGNATORY OF CRE-COMMERCE AZ OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY 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

MAP OF DEDICATION FOR MILLER ROAD AND LOWER BUCKEYE ROAD

BEING A PORTION OF LOT 2, MINOR LAND DIVISION FOR MILLER AND DURANGO 63, AS FILED IN BOOK 1546, PAGE 29, RECORDS OF MARICOPA COUNTY, ARIZONA, SITUATED WITHIN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

3rd REVIEW RECEIVED NOV 09 2021 CITY OF BUCKEYE PLANNING & ZONING WD



VICINITY MAP NOT TO SCALE

OWNER

CRE-COMMERCE AZ OWNER LLC
1200 N. 52ND STREET
PHOENIX, AZ 85008
CONTACT: DAVID SELLERS

SURVEYOR

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

SHEET INDEX

MOD01 COVER SHEET
MOD02 MAP OF DEDICATION

AREA

MILLER ROAD AND LOWER BUCKEYE ROAD RIGHT OF WAY DEDICATION AREA CONTAINS 42,440 SQ. FT. OR 0.9743 ACRES, MORE LESS. (DOES NOT INCLUDE EASEMENT AREAS)

BASIS OF BEARING

BASIS OF BEARING IS N00°15'25"E ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 3 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN ON THE RECORD OF SURVEY PLSS SUBDIVISION (GDACS), RECORDED IN BOOK 638, PAGE 32, RECORDS OF MARICOPA COUNTY, ARIZONA, BETWEEN THE MONUMENTS AS SHOWN HEREON.

NOTES

- 1. THE LOTS DEPICTED ON THIS PLAT ARE 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 STATORILY 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.
5. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION TO BE PLANTED OR BE ALLOWED TO GROW WITHIN ANY DRAINAGE EASEMENT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH EASEMENTS.
6. THE RIGHT-OF-WAY WHICH IS SHOWN HEREON IS DEDICATED TO THE CITY OF BUCKEYE FOR THE FOLLOWING PURPOSES:
a. TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND USE AS A PUBLIC STREET THEREON.
b. THE PUBLIC UTILITY EASEMENT (PUE) WHICH IS SHOWN HEREON IS CONVEYED TO THE CITY OF BUCKEYE TO LOCATE, CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND USE DRY UTILITY LINES IN, ON AND UNDER SUCH EASEMENT.
7. ALL NEW OR RELOCATED UTILITIES ARE TO BE INSTALLED UNDERGROUND EXCEPT POWER LINES 69KV AND LARGER.
8. CONSTRUCTION WITHIN PUBLIC UTILITY EASEMENTS SHALL BE LIMITED TO PUBLIC UTILITIES, LANDSCAPING, WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING.
9. ANY PERSON OR ENTITY USING THE PUBLIC ROAD RIGHT-OF-WAY, PUBLIC UTILITY EASEMENTS, CREATED SHALL REPAIR ANY PAVING OR LANDSCAPING ITEM THAT IS DAMAGED OR DESTROYED BY SUCH USE.
10. MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY ASSOCIATION TO BE FORMED BY THE ADJACENT PROPERTY WEST AND NORTH OF THIS ROADWAY.

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 MAY, 2021. THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN, THAT ALL MONUMENTS EXIST OR WILL BE SET AND, THAT THEIR POSITIONS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



BY: 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

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.

APPROVAL

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

BY: _____ MAYOR

ATTEST: _____ CITY CLERK

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

BY: _____ BUCKEYE CITY ENGINEER DATE _____

BY: _____ DEVELOPMENT SERVICES DIRECTOR DATE _____

FLOOD ZONE DESIGNATION

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. 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.

REFERENCE DOCUMENTS

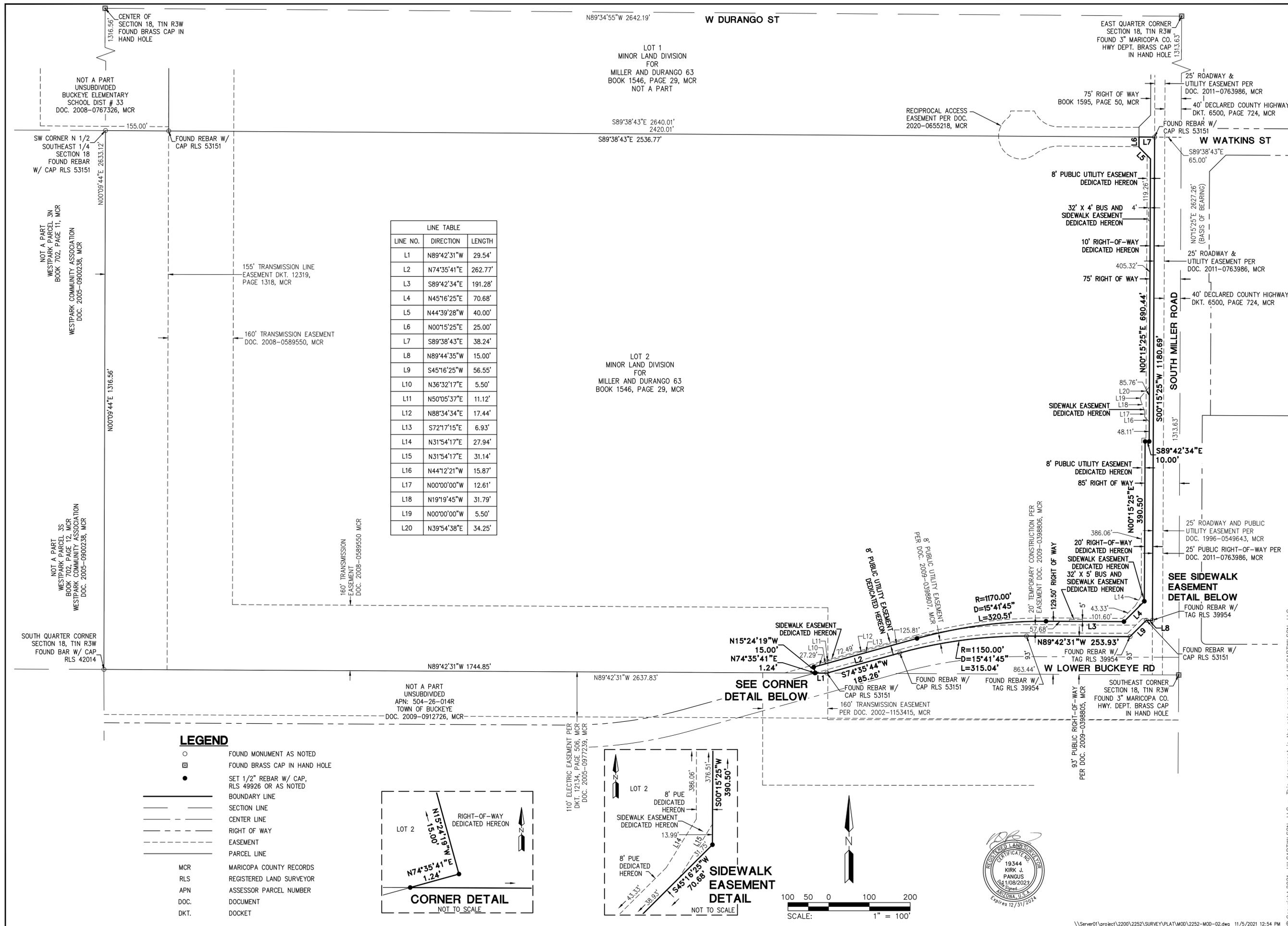
- 1. EXHIBIT TO ACCOMPANY DESCRIPTION OF ROADWAY, AS RECORDED IN BOOK 309, PAGE 12, MCR
2. AMENDED FINAL PLAT FOR MILLER COMMERCE CENTER, AS RECORDED IN BOOK 545, PAGE 23, MCR
3. RECORD OF SURVEY PLSS SUBDIVISION (GDACS), AS RECORDED IN BOOK 638, PAGE 32, MCR
4. FINAL PLAT OF WESTPARK PARCEL 3N, AS RECORDED IN BOOK 702, PAGE 11, MCR
5. FINAL PLAT OF WESTPARK PARCEL 3S, AS RECORDED IN BOOK 702, PAGE 12, MCR
6. MAP OF DEDICATION, AS RECORDED IN BOOK 1007, PAGE 47, MCR
7. REPLAT OF MILLER COMMERCE CENTER PARCEL 1, AS RECORDED IN BOOK 1070, PAGE 39, MCR
8. MINOR LAND DIVISION FOR DURANGO 63, AS RECORDED IN BOOK 1546, PAGE 29, MCR

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

TO WEST S. MILLER ROAD AND W. LOWER BUCKEYE ROAD BUCKEYE, ARIZONA MAP OF DEDICATION

Table with project details: PROJ. NO.: 2252, DATE: MAY 2021, SCALE: NONE, DRAWN: JHD, APPROVED: JWM, MUNICIPAL TRACKING NO: PLZM-21-00233, STATUS: DWG. NO. MOD01, SHT. 1 OF 2

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

MEETING DATE: 01/04/22	AGENDA ITEM: 7.A. Selection of Vice Mayor 2022
DATE PREPARED: 12/22/21	DISTRICT NO.:
STAFF LIAISON: Lucinda Aja, City Clerk, laja@buckeyeaz.gov, (623) 349-6911	
DEPARTMENT: City Clerk	AGENDA ITEM TYPE: Public Meeting / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on the nomination and appointment of a Vice Mayor for a one-year term ending in January, 2023.

SUMMARY

PROJECT DESCRIPTION:

Council voted to approve Ordinance No. 13-13 by emergency on December 17, 2013. Council will appoint a Vice Mayor for the term of January 2020 to January 2021.

City Code of Ordinances, Section 2-2-2 - Vice Mayor

A. The council shall, annually, at a scheduled meeting in January, elect by motion a vice mayor from among their number.

B. The vice mayor shall be elected by majority vote of the members of council present at the election meeting. In the event that no candidate receives a majority vote, the two (2) candidates receiving the highest number of votes shall run in a runoff vote until such time as one (1) candidate receives a majority.

C. In the absence or disability of the mayor, the vice mayor shall serve as acting mayor and shall have all the powers, duties and responsibilities of the mayor during such absence or disability.

BENEFITS:

This action will increase the opportunities for the members of the council to serve in a leadership position during their term of office.

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

ATTACHMENTS: