

Workshop Agenda

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**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  
COUNCIL WORKSHOP  
JUNE 2, 2015  
AGENDA**

**City Council Chambers  
530 E. Monroe Ave.  
Buckeye, AZ 85326  
4:30 p.m.**

*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.*

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*Members of the City Council will either attend in person or by telephone conference call or video presentation. Items listed may be considered by the Council in any order.*

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- 1. Call to Order/Roll Call**  
*Council Action: None.*
  
- 2. Presentation and Discussion Regarding the City's Red Flag Program (Estimated Time – 30 Minutes)**  
**Staff Liaison: Dave Nigh, Water Resources Director**  
**Robyn Jacobs, Utility Billing Supervisor**  
**District No. All**  
*Council Action: Discussion only.*
  
- 3. Buckeye Main Street Coalition Annual Update (Estimated Time – 15 Minutes)**  
**Staff Liaison: Cheryl Sedig, Community Services Director**  
**District No. All**  
*Council Action: Discussion only.*
  
- 4. Discussion and Possible Direction for Staff Regarding Cigna Health Insurance Renewal for Fiscal Year 2015/2016 (Estimated Time – 30 Minutes)**  
**Staff Liaison: Nancy Love, Human Resources Director**  
**District No. All**  
*Council Action: Discussion and possible direction.*
  
- 5. Adjournment (Anticipated being at approximately 5:45 p.m.)**  
*Council Action: Motion to adjourn.*

**Council will break before the Regular Council Meeting - all times stated are estimates.**

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**CITY OF BUCKEYE  
COUNCIL ACTION REPORT**

(You may add additional text by double clicking next to the text box or drop down menu)

MEETING DATE:	June 2, 2015	AGENDA ITEM:	2
DATE PREPARED:	March 23, 2015	DISTRICT NO.:	ALL
STAFF LIAISON:	Dave Nigh/Robyn Jacobs	DIRECTOR APPROVAL:	DN
DEPARTMENT:	Water Resources Department	FINANCE APPROVAL:	LP

Will not be added without both approvals

**ACTION TITLE:** Red Flag Program

WORKSHOP  SPECIAL  CONSENT  NON-CONSENT  Tabled  PUBLIC HEARING

**RECOMMENDATIONS:**

Discussion Only – Staff will present information to Mayor and Council related to the City's Red Flag Program

**RELEVANT COUNCIL GOAL:**

GOAL 5: Responsive and Accountable Government and Effective Public Services

**SUMMARY**

**PROJECT DESCRIPTION:**

Identity thieves use stolen personal information to open new accounts and misuse current accounts. The Federal Trade Commission (FTC) and banking and credit union regulatory agencies have issued regulations requiring financial institutions and creditors to develop and implement written identity theft prevention programs as part of the Fair and Accurate Credit Transactions (FACT) Act of 2003. These programs must provide for identification, detections, and response to patterns, practices or specific activities-known as "red flags"-that could indicate identity theft.

**BENEFITS:**

To prevent and mitigate risks related to the release of customer information to unauthorized persons.

**FUTURE ACTION: (Council and Staff)**

None

**ATTACHMENTS: \*\*ADDITIONAL INFORMATION AVAILABLE IN THE OFFICE OF THE CITY CLERK**

None

**FINANCIAL NARRATIVE:**

None

**CURRENT FISCAL YEAR TOTAL COST (as reflected in motion)** N/A

BUDGETED  UNBUDGETED FISCAL YEAR BUDGET (check one) F/Y: N/A

FUND / DEPARTMENT (GL#): N/A



**CITY OF BUCKEYE  
COUNCIL ACTION REPORT**

(You may add additional text by double clicking next to the text box or drop down menu)

MEETING DATE:	June 2, 2015	AGENDA ITEM:	3
DATE PREPARED:	April 27, 2015	DISTRICT NO.:	ALL
STAFF LIAISON:	Cheryl Sedig, Director	DIRECTOR APPROVAL:	CS
DEPARTMENT:	Community Services	FINANCE APPROVAL:	LP

Will not be added without both approvals

**ACTION TITLE:** Annual update for the Main Street Coalition to the City of Buckeye Council.

WORKSHOP  SPECIAL  CONSENT  NON-CONSENT  TABLED  PUBLIC HEARING

**RECOMMENDATIONS:**

This item will be for discussion only

**RELEVANT COUNCIL GOAL:**

GOAL 2: Enhanced Economic Well-Being and Vitality

GOAL 3: A Well-Planned Urban Community

**SUMMARY**

**PROJECT DESCRIPTION:**

As part of the MOU, the Main Street Coalition is required to provide Council with an annual update on the previous year's work and a work plan for the upcoming fiscal year. This presentation will highlight milestones reached by the Main Street Coalition and new opportunities in the works for the coming year.

**BENEFITS:**

The Main Street Coalition assists in making downtown Buckeye a more welcoming place for visitors. The events and projects in the downtown area of Buckeye create a more festive, vibrant and enhance community life.

**FUTURE ACTION: (Council and Staff)**

As part of its annual work plan, Main Street may present to Council future projects it would like to undertake in FY 15-16. In addition, Main Street will present its progress to Council during future scheduled workshops.

**ATTACHMENTS: \*\*ADDITIONAL INFORMATION AVAILABLE IN THE OFFICE OF THE CITY CLERK**

*None*

**FINANCIAL NARRATIVE:**

The financial consideration will be proposed at the same level as the previous year which is \$59,400 for services rendered by the Main Street Coalition on behalf of the City.

**CURRENT FISCAL YEAR TOTAL COST (as reflected in motion)** N/A

BUDGETED  UNBUDGETED FISCAL YEAR BUDGET (check one) F/Y: N/A  
FUND / DEPARTMENT (GL#): N/A

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**CITY OF BUCKEYE  
COUNCIL ACTION REPORT**

MEETING DATE:	June 2, 2015	AGENDA ITEM:	4.
DATE PREPARED:	May 12, 2015	DISTRICT NO.:	ALL
STAFF LIAISON:	Nancy Love – HR Dir.	DIRECTOR APPROVAL:	NLL
DEPARTMENT:	Human Resources	FINANCE APPROVAL:	Click here to enter text.

Will not be added without both approvals

**ACTION TITLE:** Cigna Health Insurance Renewal FY15/16

WORKSHOP    SPECIAL    CONSENT    NON-CONSENT    TABLED    PUBLIC HEARING

**RECOMMENDATIONS:**

Council discussion on Cigna Health Insurance renewal and City-Employee premium cost sharing arrangement for FY15/16

**RELEVANT COUNCIL GOAL:**

GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

GOAL 5: Responsive and Accountable Government and Effective Public Services

**SUMMARY**

**PROJECT DESCRIPTION:**

The City of Buckeye has been extremely fortunate over the past several years as it relates to health insurance premium renewals. It has not been uncommon for valley municipalities, as well as private sector companies to receive premium increases above 20%, however over the past 5 fiscal years, the city has averaged a 4.24% increase. This number factors in the 10% decrease in health insurance premiums received for FY14/15, which was primarily a result of taking our benefits package out to bid. Our employees should also be commended for taking an active role in their healthcare. Utilizing in-network physicians and facilities and participating in wellness events offered by the city, have a direct impact on keeping our increases to a minimum.

Insurance premiums are calculated using on a number of variables, including, but not limited to; organizational size, number of covered lives, age and gender of employees, health insurance plan design (HMO, PPO, etc.), utilization, premiums paid vs. claims paid, and claims experience. Our claims experience over the past few years has been exceptionally low. In other words, we have had relatively few high dollar claims. Unfortunately that was not the case during the previous rating period. During calendar year 2014 we had 26 high dollar claims ranging from \$25,000.00 to \$250,000.00.

As a result of our claims experience, as well as some Affordable Care Act mandates, our renewal for FY15/16 is 18.6%.

Each year Human Resources staff, along with our Benefits Consultant – Segal Company, evaluates the plan design of our health insurance product and looks for ways to further enhance the coverage and/or reduce any premium increase. Potential plan design changes are then weighed against any corresponding out of pocket cost to the employee.

In order to share information and receive employee input on our Cigna renewal, Human Resources staff met with a group of employees to discuss possible plan design changes as well as premium cost sharing arrangements. The

employee committee was provided with a copy of our current plan design and premium information as well as three (3) Cigna plan design options and information on the Arizona Metropolitan Trust (AzMT) plan. The AzMT plan is an insurance pool made up of the City of Avondale, City of El Mirage, City of Apache Junction and the Town of Youngtown.

After reviewing the information, the committee agreed that the AzMT plan was not in the City or employee's best interest at this time. Although monthly premiums were lower, employee out of pocket costs, such as deductibles, co-insurance and co-payments were higher.

The committee then reviewed the three (3) Cigna plan design options, in comparison to our current plan design. Brief descriptions of the three (3) options are as follows; please see Attachment A for more detailed information:

Option 1 – 18.6% premium increase

Current plan design with

- Increase to In and Out of Network deductibles
- Increase to In and Out of Network out of pocket maximums

Option 2 – 14.12% premium increase

Current plan design with

- Increase to In and Out of Network deductibles
- Increase to In and Out of Network out of pocket maximums
- \$5.00 increase to frequently used co-pay services such as primary care office visits, specialist office visits, chiropractic office visit
- \$15.00 increase in urgent care co-pays

Option 3 – 14.69% premium increase

Two plan options to select from

1. Current plan design with same deductible and co-pay increases as Option 2
2. High Deductible Health Plan with a Health Reimbursement Account

At the conclusion of the discussion committee members stated their desire would be to stay with our current plan design, with no change to employee's per pay period contribution amount. Their decision was based primarily on receiving a bonus but no merit increase in FY14/15, lack of information regarding potential pay adjustments for FY15/16, and an increase in Public Safety Retirement employee contributions for police and fire personnel in FY15/16.

During the meeting the committee discussed budget implications of the city absorbing the full cost of the 18.6% increase. They expressed their appreciation of Council's previous actions of bearing the full burden of prior year's increases. Based on the budget discussion, the committee agreed that their second choice would be Cigna's Option 2, which would increase deductibles and some co-payments, but would reduce the overall premium increase to 14.12%.

Although the employee committee primarily discussed their desire to have the City absorb the full cost of any premium increase, staff has provided other cost sharing arrangements for considerations. The options provided in Attachment B are as follows:

- Scenario 1 - City and Employee split the increase 50/50
- Scenario 2 – City and Employee share the increase – City pays 85% and Employee pays 15%
- Scenario 3 – Employee pays 100% of the increase
- Scenario 4 – City pays 100% of the increase

A summary of changes, as well as premiums and cost sharing arrangements can be found in Attachment A and Attachment B.

The City has historically paid approximately 87% of the employee only premium and approximately 85% of the dependent premium.

Regarding other employee benefits, our dental plans are increasing approximately 7%. There will be no increase in premiums for our vision coverage. Both dental and vision are paid for 100% by the employee.

Staff is requesting Council direction on plan design and employer/employee cost sharing arrangement for FY15/16.

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**BENEFITS:**

Providing a comprehensive benefit package plays a significant role in the recruitment and retention of employees.

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**FUTURE ACTION: (Council and Staff)**

Human Resources staff will conduct our Annual Open Enrollment which provides employees an opportunity to add or delete dependents, and enroll, change or drop insurance coverage.

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**ATTACHMENTS:** *\*\*ADDITIONAL INFORMATION AVAILABLE IN THE OFFICE OF THE CITY CLERK*

Attachment A – Plan design changes

Attachment B – Premium cost sharing arrangements

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**FINANCIAL NARRATIVE:**

Based on the plan design and cost sharing arrangement approved by Council, the financial impact of the Cigna insurance renewal could be between \$332,000.00 and \$902,000.00 for FY15/16. Finance Director, Larry Price included the City paying the full 18.6% increase in the draft budget documents.

**CURRENT FISCAL YEAR TOTAL COST (as reflected in motion)**

[Click here to enter text.](#)

BUDGETED  UNBUDGETED FISCAL YEAR BUDGET (check one) F/Y: 15/16

FUND / DEPARTMENT (GL#): Various

## Cigna - Plan Design Changes Proposed FY15/16

Option 1 – 18.6% premium increase - minimal plan design changes

Deductibles	Current		Proposed 18.6% Increase Plan	
	In-Network	Out-Network	In-Network	Out-Network
Single	\$250	\$750	\$500	\$1,000
Family	\$500	\$1,500	\$1,000	\$2,000
Out of Pocket Maximums	Current		Proposed 18.69 Increase Plan	
	In-Network	Out-Network	In-Network	Out-Network
Single	\$1,000	\$2,500	\$1,500	\$3,000
Family	\$2,000	\$5,000	\$3,000	\$6,000

Option 2 – 14.12% premium increase – deductible and co-pay changes (not inclusive)

Deductibles	Current		Proposed 14.12% Increase Plan	
	In-Network	Out-Network	In-Network	Out-Network
Single	\$250	\$750	\$500	\$1,500
Family	\$500	\$1,500	\$1,000	\$3,000
Out of Pocket Maximums	Current		Proposed 14.12% Increase Plan	
	In-Network	Out-Network	In-Network	Out-Network
Single	\$1,000	\$2,500	\$1,500	\$3,000
Family	\$2,000	\$5,000	\$3,000	\$7,000
Service	Current		Proposed 14.12% Increase Plan	
Primary Care Office Visit	\$20		\$25	
Specialist Office Visit	\$35		\$40	
Maternity Office Visit	\$20		\$25	
Maternity Specialist Office Visit	\$35		\$40	
Chiropractic Office Visit	\$35		\$40	
Urgent Care	\$35		\$40	

Option 3 – 14.69% premium increase – deductible and co-pay changes (not inclusive) + a High Deductible Plan

Deductibles	Current		Proposed 14.69% Increase Plan	
	In-Network	Out-Network	In-Network	Out-Network
Single	\$250	\$750	\$500	\$1,500
Family	\$500	\$1,500	\$1,000	\$3,000
Out of Pocket Maximums	Current		Proposed 14.69% Increase Plan	
	In-Network	Out-Network	In-Network	Out-Network
Single	\$1,000	\$2,500	\$1,500	\$3,000
Family	\$2,000	\$5,000	\$3,000	\$7,000
Service	Current		Proposed 14.69% Increase Plan	
Primary Care Office Visit	\$20		\$25	
Specialist Office Visit	\$35		\$40	
Maternity Office Visit	\$20		\$25	
Maternity Specialist Office Visit	\$35		\$40	
Chiropractic Office Visit	\$35		\$40	
Urgent Care	\$35		\$40	

High Deductible Plan with Health Reimbursement Plan

Suggested Employer HRA contribution of \$750.00 single \$1,500 monthly

Deductibles	Proposed 14.69% Increase Plan	
	In-Network	Out-Network
Single	\$1,500	\$3,000
Family	\$3,000	\$6,000
Out of Pocket Maximums	Proposed 14.69% Increase Plan	
	In-Network	Out-Network
Single	\$3,000	\$9,000
Family	\$6,000	\$18,000
All services	10% after deductible	50% after deductible

**Scenario #1**

SPLIT increase amount 50/50 between Employee and City				Option 1					Option 2					Option 3									
Current Total Premium	Employee Monthly Cost	City Monthly Cost		18.6% Increase Option #1 Total Prem	Increase Between Current and FY15/16		50% of Difference (Monthly Increase)	Employee Monthly Cost Split Increase	City Monthly Cost Split Increase		14.12% Increase Option #2 Total Prem	Increase Between Current and FY15/16		50% of Difference (Monthly Increase)	Employee Monthly Cost Split Increase	City Monthly Cost Split Increase		14.69% Increase Option #3 Total Prem	Increase Between Current and FY15/16		50% of Difference (Monthly Increase)	Employee Monthly Cost Split Increase	City Monthly Cost Split Increase
Employee Only	\$519.49	\$60.00	\$459.49	\$616.10	\$96.61		\$48.31	\$108.30	\$507.80		\$592.83	\$73.34		\$36.67	\$96.67	\$496.16	HP	\$604.69	\$85.20		\$42.60	\$102.60	\$502.09
Emp. & Spouse	\$935.08	\$149.62	\$785.46	\$1,108.98	\$173.90		\$86.95	\$236.57	\$872.41		\$1,067.09	\$132.01		\$66.00	\$215.62	\$851.47		\$1,088.43	\$153.35		\$76.68	\$226.30	\$862.13
Emp. & Child(ren)	\$883.13	\$141.30	\$741.83	\$1,047.37	\$164.24		\$82.12	\$223.42	\$823.95		\$1,007.80	\$124.67		\$62.34	\$203.64	\$804.16		\$1,027.96	\$144.83		\$72.42	\$213.72	\$814.24
Family	\$1,428.59	\$231.36	\$1,197.23	\$1,694.27	\$265.68		\$132.84	\$364.20	\$1,330.07		\$1,630.27	\$201.68		\$100.84	\$332.20	\$1,298.07		\$1,662.88	\$234.29		\$117.15	\$348.50	\$1,314.38
Employee Only																	LP	\$519.29				\$88.12	\$431.17
Emp. & Spouse																		\$930.77				\$193.50	\$737.27
Emp. & Child(ren)																		\$879.34				\$182.80	\$696.54
Family																		\$1,419.40				\$297.50	\$1,121.90

LP = HDHP

**Scenario #2**

SHARE increase amount -- 85% paid by City & 15% paid by Employee				Option 1					Option 2					Option 3									
Current Total Premium	Employee Monthly Cost	City Monthly Cost		18.6% Increase Option #1 Total Prem	Increase Between Current and FY15/16	Employee Monthly Increase Amount (15%)	City Monthly Increase Amount (85%)	Employee Monthly Cost with 15% of Increase	City Monthly Cost with 85% of Increase		14.12% Increase Option #2 Total Prem	Increase Between Current and FY15/16	Employee Monthly Increase Amount (15%)	City Monthly Increase Amount (85%)	Employee Monthly Cost with 15% of Increase	City Monthly Cost with 85% of Increase		14.69% Increase Option #3 Total Prem	Increase Between Current and FY15/16	Employee Monthly Increase Amount (15%)	City Monthly Increase Amount (85%)	Employee Monthly Cost with 15% of Increase	City Monthly Cost with 85% of Increase
Employee Only	\$519.49	\$60.00	\$459.49	\$616.10	\$96.61	\$14.48	\$82.13	\$74.48	\$541.62		\$592.83	\$73.34	\$11.00	\$62.34	\$71.00	\$521.83	HP	\$604.69	\$85.20	\$12.78	\$72.42	\$72.78	\$531.91
Emp. & Spouse	\$935.08	\$149.62	\$785.46	\$1,108.98	\$173.90	\$26.08	\$147.82	\$175.70	\$933.28		\$1,067.09	\$132.01	\$19.80	\$112.21	\$169.42	\$897.67		\$1,088.43	\$153.35	\$23.00	\$130.35	\$172.62	\$915.81
Emp. & Child(ren)	\$883.13	\$141.30	\$741.83	\$1,047.37	\$164.24	\$24.64	\$139.60	\$165.94	\$881.43		\$1,007.80	\$124.67	\$18.70	\$105.97	\$160.00	\$847.80		\$1,027.96	\$144.83	\$21.72	\$123.11	\$163.02	\$864.94
Family	\$1,428.59	\$231.36	\$1,197.23	\$1,694.27	\$265.68	\$39.84	\$225.84	\$271.20	\$1,423.07		\$1,630.27	\$201.68	\$30.24	\$171.44	\$261.60	\$1,368.67		\$1,662.88	\$234.29	\$35.14	\$199.15	\$266.50	\$1,396.38
Employee Only																	LP	\$519.29				\$62.52	\$456.77
Emp. & Spouse																		\$930.77				\$147.62	\$783.15
Emp. & Child(ren)																		\$879.34				\$139.46	\$739.88
Family																		\$1,419.40				\$227.52	\$1,191.88

LP = HDHP

**Scenario #3**

EMPLOYEE PAYS FULL Cost of Increase				Option 1					Option 2					Option 3									
Current Total Premium	Employee Monthly Cost	City Monthly Cost		18.6% Increase Option #1 Total Prem	Increase Between Current and FY14/15			Employee Monthly Cost (Paying 100% of increase)	City Monthly Cost (No Change)		14.12% Increase Option #2 Total Prem	Increase Between Current and FY14/15			Employee Monthly Cost (Paying 100% of increase)	City Monthly Cost (No Change)		14.69% Increase Option #3 Total Prem	Increase Between Current and FY15/16			Employee Monthly Cost (Paying 100% of Increase)	City Monthly Cost (No Change)
Employee Only	\$519.49	\$60.00	\$459.49	\$616.10	\$96.61			\$156.61	\$459.49		\$592.83	\$73.34			\$133.34	\$459.49	HP	\$604.69	\$85.20			\$145.20	\$459.49
Emp. & Spouse	\$935.08	\$149.62	\$785.46	\$1,108.98	\$173.90			\$323.52	\$785.46		\$1,067.09	\$132.01			\$281.63	\$785.46		\$1,088.43	\$153.35			\$302.97	\$785.46
Emp. & Child(ren)	\$883.13	\$141.30	\$741.83	\$1,047.37	\$164.24			\$305.54	\$741.83		\$1,007.80	\$124.67			\$265.97	\$741.83		\$1,027.96	\$144.83			\$286.13	\$741.83
Family	\$1,428.59	\$231.36	\$1,197.23	\$1,694.27	\$265.68			\$497.04	\$1,197.23		\$1,630.27	\$201.68			\$433.04	\$1,197.23		\$1,662.88	\$234.29			\$465.65	\$1,197.23
Employee Only																	LP	\$519.29				\$124.68	\$394.61
Emp. & Spouse																		\$930.77				\$259.03	\$671.74
Emp. & Child(ren)																		\$879.34				\$244.72	\$634.62
Family																		\$1,419.40				\$397.43	\$1,021.97

LP = HDHP

**Scenario #4**

**CITY PAYS FULL Cost of Increase**

	Option 1			Option 2						Option 3					
	Current Total Premium	Employee Monthly Cost	City Monthly Cost	18.6% Increase Option #1 Total Prem	Increase Between Current and FY14/15			Employee Monthly Cost (No Change)	City Monthly Cost (Paying 100% of Increase)	14.12% Increase Option #2 Total Prem	Increase Between Current and FY14/15			Employee Monthly Cost (No Change)	City Monthly Cost (Paying 100% of Increase)
Employee Only	\$519.49	\$60.00	\$459.49	\$616.10	\$96.61			\$60.00	\$556.10	\$592.83	\$73.34			\$60.00	\$532.83
Emp. & Spouse	\$935.08	\$149.62	\$785.46	\$1,108.98	\$173.90			\$149.62	\$959.36	\$1,067.09	\$132.01			\$149.62	\$917.47
Emp. & Child(ren)	\$883.13	\$141.30	\$741.83	\$1,047.37	\$164.24			\$141.30	\$906.07	\$1,007.80	\$124.67			\$141.30	\$866.50
Family	\$1,428.59	\$231.36	\$1,197.23	\$1,694.27	\$265.68			\$231.36	\$1,462.91	\$1,630.27	\$201.68			\$231.36	\$1,398.91
Employee Only															
Emp. & Spouse															
Emp. & Child(ren)															
Family															

Cost to City - based on current enrollment											
	Current	18.6% Option #1			14.12% Option #2			14.69% Option #3			
		50/50 Split	85%/15%	100% City	50/50 Split	85%/15%	100% City	50/50 Split	85%/15%	100% City	
EE	\$41,354.10	\$45,701.55	\$48,745.80	\$50,049.00	\$44,654.40	\$46,964.61	\$47,954.70	\$40,669.29	\$43,084.71	\$44,119.89	High Plan
EE&S	\$37,702.08	\$41,875.68	\$44,797.20	\$46,049.28	\$40,870.32	\$43,088.09	\$44,038.56	\$37,071.59	\$39,379.72	\$40,368.83	
EE&C	\$37,091.50	\$41,197.50	\$44,071.70	\$45,303.50	\$40,208.00	\$42,389.98	\$43,325.00	\$36,640.80	\$38,922.10	\$39,899.70	
Fam	\$225,079.24	\$250,053.16	\$267,537.16	\$275,027.08	\$244,037.16	\$257,309.96	\$262,995.08	\$222,129.38	\$235,987.63	\$241,926.88	
EE								\$3,880.53	\$4,110.93	\$4,210.02	Low Plan
EE&S								\$3,686.35	\$3,915.75	\$4,013.95	
EE&C								\$3,482.70	\$3,699.40	\$3,792.15	
Fam								\$21,316.10	\$22,645.72	\$23,217.24	
Monthly	\$341,226.92	\$378,827.89	\$405,151.86	\$416,428.86	\$369,769.88	\$389,752.63	\$398,313.34	\$368,876.74	\$391,745.96	\$401,548.66	
Annually	\$4,094,723.04	\$4,545,934.68	\$4,861,822.32	\$4,997,146.32	\$4,437,238.56	\$4,677,031.60	\$4,779,760.08	\$4,426,520.82	\$4,700,951.50	\$4,818,583.92	
Total Increase Over FY14/15		\$451,211.64	\$767,099.28	\$902,423.28	\$342,515.52	\$582,308.56	\$685,037.04	\$331,797.78	\$606,228.46	\$723,860.88	

**Option #3**

Add'l Costs: \$4.94/mo. HRA admin fee (not included)  
 - City contributions to HRA (not included)  
 - Consultant suggested \$750 ee/\$1,500 fam annually

**SPLIT increase amount 50/50 between Employee and City**

	Current Total Premium	Employee Monthly Cost	City Monthly Cost	18.6% Increase Option #1 Total Prem	Difference (Increase) Between Current and FY15/16	50% of Difference (Monthly Increase)	Employee Monthly Cost Split Increase	City Monthly Cost Split Increase	14.12% Increase Option #2 Total Prem	Difference (Increase) Between Current and FY15/16	50% of Difference (Monthly Increase)	Employee Monthly Cost Split Increase	City Monthly Cost Split Increase	14.69% Increase Option #3 Total Prem	Difference (Increase) Between Current and FY15/16	50% of Difference (Monthly Increase)	Employee Monthly Cost Split Increase	City Monthly Cost Split Increase	EE % Pd to calculate LP deduction
Employee Only	\$519.49	\$60.00	\$459.49	\$616.10	\$96.61	\$48.31	\$108.30	\$507.80	\$592.83	\$73.34	\$36.67	\$96.67	\$496.16	HP \$604.69	\$85.20	\$42.60	\$102.60	\$502.09	16.97%
Emp. & Spouse	\$935.08	\$149.62	\$785.46	\$1,108.98	\$173.90	\$86.95	\$236.57	\$872.41	\$1,067.09	\$132.01	\$66.00	\$215.62	\$851.47	HP \$1,088.43	\$153.35	\$76.68	\$226.30	\$862.13	20.79%
Emp. & Child(ren)	\$883.13	\$141.30	\$741.83	\$1,047.37	\$164.24	\$82.12	\$223.42	\$823.95	\$1,007.80	\$124.67	\$62.34	\$203.64	\$804.16	HP \$1,027.96	\$144.83	\$72.42	\$213.72	\$814.24	20.79%
Family	\$1,428.59	\$231.36	\$1,197.23	\$1,694.27	\$265.68	\$132.84	\$364.20	\$1,330.07	\$1,630.27	\$201.68	\$100.84	\$332.20	\$1,298.07	HP \$1,662.88	\$234.29	\$117.15	\$348.50	\$1,314.38	20.96%
Employee Only														LP \$519.29			\$88.12	\$431.17	
Emp. & Spouse														LP \$930.77			\$193.50	\$737.27	
Emp. & Child(ren)														LP \$879.34			\$182.80	\$696.54	
Family														LP \$1,419.40			\$297.50	\$1,121.90	

**EMPLOYEE PAYS FULL Cost of Increase**

	Current Total Premium	Employee Monthly Cost	City Monthly Cost	18.6% Increase Option #1 Total Prem	Difference (Increase) Between Current and FY14/15		Employee Monthly Cost (Paying 100% of increase)	City Monthly Cost (No Change)	14.12% Increase Option #2 Total Prem	Difference (Increase) Between Current and FY14/15		Employee Monthly Cost (Paying 100% of increase)	City Monthly Cost (No Change)	14.69% Increase Option #3 Total Prem	Difference (Increase) Between Current and FY15/16		Employee Monthly Cost (Paying 100% of Increase)	City Monthly Cost (No Change)	EE % Pd to calculate LP deduction
Employee Only	\$519.49	\$60.00	\$459.49	\$616.10	\$96.61		\$156.61	\$459.49	\$592.83	\$73.34		\$133.34	\$459.49	HP \$604.69	\$85.20		\$145.20	\$459.49	24.01%
Emp. & Spouse	\$935.08	\$149.62	\$785.46	\$1,108.98	\$173.90		\$323.52	\$785.46	\$1,067.09	\$132.01		\$281.63	\$785.46	HP \$1,088.43	\$153.35		\$302.97	\$785.46	27.83%
Emp. & Child(ren)	\$883.13	\$141.30	\$741.83	\$1,047.37	\$164.24		\$305.54	\$741.83	\$1,007.80	\$124.67		\$265.97	\$741.83	HP \$1,027.96	\$144.83		\$286.13	\$741.83	27.83%
Family	\$1,428.59	\$231.36	\$1,197.23	\$1,694.27	\$265.68		\$497.04	\$1,197.23	\$1,630.27	\$201.68		\$433.04	\$1,197.23	HP \$1,662.88	\$234.29		\$465.65	\$1,197.23	28.00%
Employee Only														LP \$519.29			\$124.68	\$394.61	
Emp. & Spouse														LP \$930.77			\$259.03	\$671.74	
Emp. & Child(ren)														LP \$879.34			\$244.72	\$634.62	
Family														LP \$1,419.40			\$397.43	\$1,021.97	

**CITY PAYS FULL Cost of Increase**

	Current Total Premium	Employee Monthly Cost	City Monthly Cost	18.6% Increase Option #1 Total Prem	Difference (Increase) Between Current and FY14/15		Employee Monthly Cost (No Change)	City Monthly Cost (Paying 100% of Increase)	14.12% Increase Option #2 Total Prem	Difference (Increase) Between Current and FY14/15		Employee Monthly Cost (No Change)	City Monthly Cost (Paying 100% of Increase)	14.69% Increase Option #3 Total Prem	Difference (Increase) Between Current and FY15/16		Employee Monthly Cost (No Change)	City Monthly Cost (Paying 100% of Increase)	EE % Pd to calculate LP deduction
Employee Only	\$519.49	\$60.00	\$459.49	\$616.10	\$96.61		\$60.00	\$556.10	\$592.83	\$73.34		\$60.00	\$532.83	HP \$604.69	\$85.20		\$60.00	\$544.69	9.92%
Emp. & Spouse	\$935.08	\$149.62	\$785.46	\$1,108.98	\$173.90		\$149.62	\$959.36	\$1,067.09	\$132.01		\$149.62	\$917.47	HP \$1,088.43	\$153.35		\$149.62	\$938.81	13.75%
Emp. & Child(ren)	\$883.13	\$141.30	\$741.83	\$1,047.37	\$164.24		\$141.30	\$906.07	\$1,007.80	\$124.67		\$141.30	\$866.50	HP \$1,027.96	\$144.83		\$141.30	\$886.66	13.75%
Family	\$1,428.59	\$231.36	\$1,197.23	\$1,694.27	\$265.68		\$231.36	\$1,462.91	\$1,630.27	\$201.68		\$231.36	\$1,398.91	HP \$1,662.88	\$234.29		\$231.36	\$1,431.52	13.91%
Employee Only														LP \$519.29			\$51.51	\$467.78	
Emp. & Spouse														LP \$930.77			\$127.98	\$802.79	
Emp. & Child(ren)														LP \$879.34			\$120.91	\$758.43	
Family														LP \$1,419.40			\$197.44	\$1,221.96	

**Cost to City**

Current	18.6% 50/50	18.6% City	14.12% 50/50	14.12% City	14.69% 50/50	14.69% City
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EE	41,354.10	\$45,701.55	\$50,049.00	44,654.40	47,954.70	40,669.29	44,119.89	High
EE&S	37,702.08	\$41,875.68	\$46,049.28	40,870.32	44,038.56	37,071.59	40,368.83	
EE&C	37,091.50	\$41,197.50	\$45,303.50	40,208.00	43,325.00	36,640.80	39,899.70	
Fam	225,079.24	\$250,053.16	\$275,027.08	244,037.16	262,995.08	222,129.38	241,926.88	
EE						3,880.53	\$4,210.02	Low
EE&S						3,686.35	\$4,013.95	
EE&C						3,482.70	\$3,792.15	
Fam						21,316.10	\$23,217.24	
Monthly	341,226.92	378,827.89	416,428.86	369,769.88	398,313.34	368,876.74	401,548.66	
Annually	4,094,723.04	4,545,934.68	4,997,146.32	4,437,238.56	4,779,760.08	4,426,520.82	4,818,583.92	
Increase \$		<b>451,211.64</b>	<b>902,423.28</b>	<b>342,515.52</b>	<b>685,037.04</b>	<b>331,797.78</b>	<b>723,860.88</b>	<b>Option #3</b>
								<b>Add'l Costs:</b> \$4.94/mo. HRA admin fee (not included)
								City contributions to HRA (not included)
								- Consultant suggested \$750 ee/\$1,500 fam annually

**SPLIT increase amount 50/50 between Employee and City**

	Current Total Premium	Employee Monthly Cost	City Monthly Cost
Employee Only	\$519.49	\$60.00	\$459.49
Emp. & Spouse	\$935.08	\$149.62	\$785.46
Emp. & Child(ren)	\$883.13	\$141.30	\$741.83
Family	\$1,428.59	\$231.36	\$1,197.23
Employee Only			
Emp. & Spouse			
Emp. & Child(ren)			
Family			

14.12% Increase Option #2 Total Prem	Difference (Increase) Between Current and FY15/16	50% of Difference (Monthly Increase)	Employee Monthly Cost Split Increase	City Monthly Cost Split Increase
\$592.83	\$73.34	\$36.67	\$96.67	\$496.16
\$1,067.09	\$132.01	\$66.00	\$215.63	\$851.47
\$1,007.80	\$124.67	\$62.34	\$203.64	\$804.17
\$1,630.27	\$201.68	\$100.84	\$332.20	\$1,298.07

14.69% Increase Option #3 Total Prem	Difference (Increase) Between Current and FY15/16	50% of Difference (Monthly Increase)	Employee Monthly Cost Split Increase	City Monthly Cost Split Increase	EE % Pd to calculate LP deduction
\$604.69	\$85.20	\$42.60	\$102.60	\$502.09	16.97%
\$1,088.43	\$153.35	\$76.68	\$226.30	\$862.14	20.79%
\$1,027.96	\$144.83	\$72.42	\$213.72	\$814.25	20.79%
\$1,662.88	\$234.29	\$117.15	\$348.51	\$1,314.38	20.96%
\$519.29			\$88.12	\$431.17	
\$930.77			\$193.50	\$737.27	
\$879.34			\$182.80	\$696.54	
\$1,419.40			\$297.50	\$1,121.90	

**EMPLOYEE PAYS FULL Cost of Increase**

	Current Total Premium	Employee Monthly Cost	City Monthly Cost
Employee Only	\$519.49	\$60.00	\$459.49
Emp. & Spouse	\$935.08	\$149.62	\$785.46
Emp. & Child(ren)	\$883.13	\$141.30	\$741.83
Family	\$1,428.59	\$231.36	\$1,197.23
Employee Only			
Emp. & Spouse			
Emp. & Child(ren)			
Family			

14.12% Increase Option #2 Total Prem	Difference (Increase) Between Current and FY14/15		Employee Monthly Cost (Paying 100% of increase)	City Monthly Cost (No Change)
\$592.83	\$73.34		\$133.34	\$459.49
\$1,067.09	\$132.01		\$281.63	\$785.46
\$1,007.80	\$124.67		\$265.97	\$741.83
\$1,630.27	\$201.68		\$433.04	\$1,197.23

14.69% Increase Option #3 Total Prem	Difference (Increase) Between Current and FY15/16		Employee Monthly Cost (Paying 100% of Increase)	City Monthly Cost (No Change)	EE % Pd to calculate LP deduction
\$604.69	\$85.20		\$145.20	\$459.49	24.01%
\$1,088.43	\$153.35		\$302.97	\$785.46	27.83%
\$1,027.96	\$144.83		\$286.13	\$741.83	27.83%
\$1,662.88	\$234.29		\$465.65	\$1,197.23	28.00%
\$519.29			\$124.68	\$394.61	
\$930.77			\$259.03	\$671.74	
\$879.34			\$244.72	\$634.62	
\$1,419.40			\$397.43	\$1,021.97	

**CITY PAYS FULL Cost of Increase**

	Current Total Premium	Employee Monthly Cost	City Monthly Cost
Employee Only	\$519.49	\$60.00	\$459.49
Emp. & Spouse	\$935.08	\$149.62	\$785.46
Emp. & Child(ren)	\$883.13	\$141.30	\$741.83
Family	\$1,428.59	\$231.36	\$1,197.23
Employee Only			
Emp. & Spouse			
Emp. & Child(ren)			
Family			

14.12% Increase Option #2 Total Prem	Difference (Increase) Between Current and FY14/15		Employee Monthly Cost (No Change)	City Monthly Cost (Paying 100% of Increase)
\$592.83	\$73.34		\$60.00	\$532.83
\$1,067.09	\$132.01		\$149.62	\$917.47
\$1,007.80	\$124.67		\$141.30	\$866.50
\$1,630.27	\$201.68		\$231.36	\$1,398.91

14.69% Increase Option #3 Total Prem	Difference (Increase) Between Current and FY15/16		Employee Monthly Cost (No Change)	City Monthly Cost (Paying 100% of Increase)	EE % Pd to calculate LP deduction
\$604.69	\$85.20		\$60.00	\$544.69	9.92%
\$1,088.43	\$153.35		\$149.62	\$938.81	13.75%
\$1,027.96	\$144.83		\$141.30	\$886.66	13.75%
\$1,662.88	\$234.29		\$231.36	\$1,431.52	13.91%
\$519.29			\$51.51	\$467.78	
\$930.77			\$127.98	\$802.79	
\$879.34			\$120.91	\$758.43	
\$1,419.40			\$197.44	\$1,221.96	

**Cost to City**

Current    14.12% 50/50    14.12% City    14.69% 50/50    14.69% City

EE	41,354.10	44,654.40	47,954.70	40,669.29	44,119.89	High
EE&S	37,702.08	40,870.32	44,038.56	37,071.81	40,368.83	
EE&C	37,091.50	40,208.25	43,325.00	36,641.03	39,899.70	
Fam	225,079.24	244,037.16	262,995.08	222,129.38	241,926.88	
EE				3,880.53	\$4,210.02	Low
EE&S				3,686.35	\$4,013.95	
EE&C				3,482.70	\$3,792.15	
Fam				21,316.10	\$23,217.24	
Mo.	341,226.92	369,770.13	398,313.34	368,877.18	401,548.66	
Ann.	4,094,723.04	4,437,241.56	4,779,760.08	4,426,526.10	4,818,583.92	
Inc. \$		<b>342,518.52</b>	<b>685,037.04</b>	<b>331,803.06</b>	<b>723,860.88</b>	

**Option #3**

**Add'l Costs:** \$4.94/mo. HRA admin fee (not included)  
City contributions to HRA (not included)  
- Consultant suggested \$750 employee/\$1,500 family

Regular Agenda

Regular Agenda

Regular Agenda

Regular Agenda

Regular Agenda

**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  
JUNE 2, 2015  
AGENDA**

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

*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.*

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*Members of the City Council will either attend in person or by telephone conference call or video presentation. Items listed may be considered by the Council in any order.*

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

*Council Action: None.*

**2A. 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.*

**2B. Awards/Presentations/Proclamations**

**3. Minutes**

Council to approve the minutes of the May 5, 2014 Council Workshop and Regular Council Meeting.

*Council Action: Motion to approve.*

**4. Expenditures**

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

*Council Action: Motion to ratify.*

## CONSENT AGENDA ITEMS

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

### \*5. New Business

- \*5A. Resolution No. 49-15 Authorizing the Submission of a Grant Proposal to the Tohono O'odham Nation for Proposition 202 Funding Relating to Priority Areas Established by the Nation; Authorizing the City Manager and the City Fire Chief to Execute and Deliver Said Documents on Behalf of the City**  
**Staff Liaison: Bob Costello, Fire Chief**  
**District No. All**

Council to adopt Resolution No. 49-15 authorizing the submission of a grant proposal to the Tohono O'odham Nation for Proposition 202 funding relating to priority areas established by the Nation; authorizing the City Manager and the City Fire Chief to execute and deliver said documents on behalf of the City.

- \*5B. Approving the Renewal of a Memorandum of Understanding between the City of Buckeye and Buckeye Main Street Coalition, Inc., Relating to Economic Development and Revitalization Services; Authorizing the City Manager to Execute and Deliver Said Renewal Letter.**  
**Staff Liaison: Cheryl Sedig, Community Services Director**  
**District No. All**

Council to approve the one-year renewal of a Memorandum of Understanding between the City of Buckeye and Buckeye Main Street Coalition, Inc., relating to economic development and revitalization services; authorizing the City Manager to execute and deliver said renewal letter.

### 6. Continued / Tabled Items- None

### 7. Public Hearings / Non-Consent - New Business

- 7A. Action Resolution No. 52-15 Approving and Adopting a Tentative City Budget For Fiscal Year 2015-2016**  
**Staff Liaison: Larry Price, Finance Director**  
**District No. N/A**

Council to adopt Resolution No. 52-15 approving and adopting a Tentative City Budget for Fiscal Year 2015-2016.

*Council Action: Motion to approve.*

**7B. Action Resolution No. 50-15 SLID #1 Comprised of Sun City Festival Units A1 and B1; SLID-2006-01, Comprised of Vista De Montana Phase 1A, 1B, 2, 3; SLID 2006-003, Comprised of Blue Horizons; SLID 2006-007, Comprised of Festival Foothills Phase 1; SLID 2006-008, Comprised of Festival Foothills Phase 2; SLID 2006-009, Comprised of Crystal Vista; SLID 2006-011, Comprised of Sun City Festival Units C1 Through H1 and Unit V1; SLID 2006-015, Comprised of Riata West Unit 2; SLID 2006-016, Comprised of Sonoran Vista Units 1 and 2; SLID 2006-017, Comprised of Riata West Unit 1; SLID 2006-019, Comprised of Sun City Festival Units K1, O1, M1, and R1; SLID 2007-001, Comprised of Sundance Parcel 27; SLID 2007-002, Comprised of Sundance Parcel 25; SLID 2007-003, Comprised of Sundance Parcel 26; SLID 2007-010, Comprised of Watson Estates; SLID 2007-013, Comprised of Sun City Festival Units I1 and P1; SLID 2007-021, Comprised of Sun City Festival Unit J1; SLID 2009-02A, Comprised of Watson Marketplace; SLID 2011-001, Comprised of Sundance/Yuma Commercial; SLID 2012-002, Comprised of Sienna Hills; and SLID 2013-002, Comprised of Sun City Festival Parcel L1 (City of Buckeye, Arizona), Approving the Tentative Budgets of the Aforementioned Street Lighting Districts for the Fiscal Year 2014-2016 Beginning July 1, 2015 and Ending June 30, 2016; Setting a Hearing Date for the Budgets and Establishing the Annual Assessment**

**Staff Liaison: Scott Lowe, Public Works Director**

**Larry Price, Finance Director**

**District No. All**

Council to adopt Resolution No. 50-15 for the following Street Light Improvement Districts (SLID's):

SLID #1, comprised of Sun City Festival Units A1 and B1;  
SLID 2006-001, comprised of VISTA DE MONTANA Phase 1A, 1B, 2, 3;  
SLID 2006-003, comprised of Blue Horizons;  
SLID 2006-007, comprised of Festival Foothills Phase 1;  
SLID 2006-008, comprised of Festival Foothills Phase 2;  
SLID 2006-009, comprised of Crystal Vista;  
SLID 2006-011, comprised of Sun City Festival Units C1 through H1 and Unit V1;  
SLID 2006-015, comprised of Riata West Unit 2;  
SLID 2006-016, comprised of Sonoran Vista Units 1 and 2;  
SLID 2006-017, comprised of Riata West Unit 1;  
SLID 2006-019, comprised of Sun City Festival Units K1, O1, M1, and R1;  
SLID 2007-001, comprised of Sundance Parcel 27;  
SLID 2007-002, comprised of Sundance Parcel 25;  
SLID 2007-003, comprised of Sundance Parcel 26;  
SLID 2007-010, comprised of Watson Estates;  
SLID 2007-013, comprised of Sun City Festival Units I1 and P1;  
SLID 2007-021, comprised of Sun City Festival Unit J1;  
SLID 2009-02A, comprised of Watson Marketplace;  
SLID 2011-001, comprised of Sundance/Yuma Commercial;  
SLID 2012-002 comprised of Sienna Hills; and  
SLID 2013-002, comprised of Sun City Festival Parcel L1;

Approving the tentative budgets of the aforementioned Street Lighting Districts for the Fiscal Year 2015-2016 beginning July 1, 2016 and ending June 30, 2017; setting a hearing date for the budgets and establishing the annual assessment.

*Council Action: Motion to approve.*

*June 2, 2015 Regular Council Meeting Agenda*

**7C. Action Resolution No. 57-15 Approving Cigna Health Insurance Renewal (Option 1, 2, or 3; and, Option a, b, or c) Relating to Health Insurance Benefits for City Employees; Authorizing the Mayor or City Manager to Execute and Deliver Said Agreement  
Staff Liaison: Nancy Love, Human Resources Director  
District No. All**

Council to adopt Resolution No. 57-15 approving the renewal of Cigna Health Insurance relating to health insurance benefits for City employees by choosing option:

- 1) 18.6% premium increase with a deductible change; or
- 2) 14.12% premium increase with co-pay and deductible changes; or
- 3) 14.69% premium increase with two plans for employees to select from, with co-pay and deductible changes, offering a high deductible plan option;

and, by choosing option:

- a) City and employees shall split the increase 50/50; or
- b) City paying 85% and the employee paying 15%; or
- c) Employee shall pay 100% of the increase; or
- d) City shall pay 100% of the increase;

authorizing the Mayor or City Manager to execute and deliver said agreement.

*Council Action: Motion to approve.*

**7D. Action Official Representation on Community Development Advisory Committee (CDAC) for Fiscal Year 2015-2016  
Staff Liaison: Andrea M. Marquez, Planner II  
District No. All**

Council to approve the reappointment of primary representative Vice Mayor Orsborn and alternative representative Councilmember Hess to the Community Development Advisory Committee (CDAC) for the term beginning July 1, 2015 and ending June 30, 2016.

*Council Action: Discussion and motion to approve.*

**8. City Manager's Report and Government Relations**

*Council will receive brief project and program updates from City Manager and his designees*

- *Council may ask questions that will be researched and staff will report before and at next meeting*
- *No legal action will be taken at the meeting on matters discussed*
- *Reports may be received on the topics list attached to the agenda*

**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.*

Councilmember Garza:

Councilmember Strauss:  
Library Board

Councilmember Hess:  
Community Development Advisory Board (CDAC Alternate Member)  
Community Services Advisory Board  
Public Safety Retirement Board (Police)  
MAG Human Services Coordinating Committee  
2014 Human Development Steering Committee

Councilmember McAchran:  
Airport Advisory Board  
All Faith Board  
Main Street Board  
Southwest Lending Closet  
Way Out West (WOW) Coalition  
Buckeye Youth Advisory Commission

Councilmember Heustis:  
All Faith Board  
Planning and Zoning  
Public Safety Retirement Board (Fire)

Vice Mayor Orsborn:  
Buckeye Pollution Control Corporation  
Community Development Advisory Committee (CDAC Regular Member)  
Valley Metro RPTA Board  
WESTMARC  
Greater Phoenix Economic Council (GPEC)

Mayor Meck:  
All Faith Board President  
Chamber of Commerce Board  
MAG Economic Development Committee  
MAG Regional Council  
MAG Regional Council Executive Committee

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

## **10. Adjournment**

*Council Action: Motion to adjourn.*

Minutes

Minutes

Minutes

Minutes

Minutes

**CITY OF BUCKEYE  
COUNCIL WORKSHOP  
MAY 5, 2015  
MINUTES**

**City Council Chambers  
530 E. Monroe Ave.  
Buckeye, AZ 85326  
3:00 p.m.**

**1. Call to Order/Roll Call**

Mayor Meck called the meeting to order at 3:00 p.m.

Members Present: Councilmember Strauss, Councilmember Hess (arrived at 3:05 p.m.), Councilmember McAchran (excused at 4:29 p.m.; returned at 4:31 p.m.), Councilmember Heustis, Vice Mayor Orsborn (excused at 4:02 p.m.; returned at 4:05 p.m.), and Mayor Meck.

Members Absent: Councilmember Garza.

Departments Present: City Manager Stephen Cleveland, Assistant City Manager Roger Klingler, City Attorney Scott Ruby, City Clerk Lucinda Aja, Deputy City Clerk Summer Stewart, Assistant to Council Christine Grundy, Police Chief Larry Hall, Finance Director Larry Price, Human Resources Director Nancy Love, Public Works Director Scott Lowe, Water Resources Director Dave Nigh, Information Technology Director Greg Platacz, Community Services Director Cheryl Sedig, Economic Development Director Len Becker, Government Relations Manager George Diaz, and Marketing and Communications Manager Jennifer Rogers.

**2. Presentation and Discussion of the Proposed 15/16 Fiscal Year Budget**

**Staff Liaison: Larry Price, Finance Director**

**District No. All**

Mr. Price opened the presentation and provided information related to the Fiscal Year (FY) 15/16 proposed budget. Ms. Sedig provided an overview of the Helzapoppin Rodeo Grounds, an event venue located in the City. The City leases the property for the sole purpose of community events and parking. Events held at the site include a cowboy breakfast, senior pro rodeo, spring and fall demolition derbies, and a three day rock and gem show. Due to flooding damage at the site in 2013, repairs to the concession stand and ticket booth were completed. A site assessment survey for compliance with Title II Americans with Disabilities Act (ADA) was conducted; deficiencies included lack of compliant parking, signage, restrooms, and pathways. Therefore, accessible parking has been constructed, ADA parking signage installed, accessible routes are under construction, and ADA restrooms will be brought in for events. The site will be ADA compliant prior to the demolition derby event scheduled May 9, 2015. The condition of the bleachers and life safety issues were addressed; recommended improvements include straightening of vertical members, tightening of bolted connections, planks examined and replaced as needed, appropriate guardrails provided and openings between seats and footboards closed off. Planks and bolts will receive ongoing maintenance; wire mesh is being placed at the openings between seats and footboards and will be completed prior to May 9, 2015. Staff requested approximately \$157,000 for repairs to the restrooms; after further research, it was determined that repairs to the restroom can be completed for less than \$100,000. Completion of the proposed repairs would result in less money spent on portable restroom rentals for events. Ms. Sedig stated the City partners with the Main Street Coalition on events. Mr. Ruby clarified the importance of taking into consideration recommendations for improvements to the facility which will result in significant minimized risk. Mr. Ron Noble (Main Street Coalition) stated

his concerns related to increased trash being placed in the bleachers with the application of the wire mesh. Ms. Sedig stated the City is planning and preparing for the Buckeye Days Event to be held at the rodeo grounds in 2016. Mr. Ruby provided information related to reports provided to the City and clarified the importance of complying with recommendations for repairs and documenting repairs made. Ms. Sedig clarified original amount requested for improvements to the rodeo grounds has been reduced and will be included in the proposed budget. Mr. Price provided an overview of Arizona State Retirement System (ASRS) and Public Safety Retirement Systems (PSPRS) for police and fire agencies. Retirement system employee and City contribution rates were listed and discussed; staff recommends paying a higher rate option for PSPRS, which is included in the proposed budget at an additional cost of \$210,000. The higher rate will reduce the unfunded liability. ASRS contribution rates are reduced from FY 14/15 rates. Based on assets and investments, contribution rates may vary annually. A review of amendments to the proposed general fund budget were provided and the primary property tax levy reviewed. The draft budget includes the addition of sales tax revenue from Tom Jones Ford, the police substation, and wage adjustments in the amount of \$17,264. Funds previously allocated for a Cost of Living Adjustment, one-time bonus, and the Alarcon/Kino project have been placed in the general fund contingencies fund. Capital expenditures equal 7.4 million dollars; projects are listed and include census count, general plan update, Jones Ford, Police substation, and equipment requests. General fund transfers were listed and reviewed. Mr. Price clarified that based on the current classification plan, there are fifteen requested employee reclassifications; of the fifteen, four employees current wage is less than step one of the pay structure they will be reclassified to, resulting in an additional \$17,264 in personnel services. Councilmember Heustis discussed the importance of adjusting salaries, but ensuring employees understand that, moving forward, pay raises may not be awarded every year. Ms. Love clarified police officers and fire department personnel with no experience are hired at step one of the pay scale. Salary restoration was discussed along with the potential pay structure rebuild; information is currently being compiled and will be provided for Council review. Proposed wage adjustments will be discussed at a later date and will be replaced in the budget based on Council direction. Chief Hall provided information regarding the Police substation project which will provide more room for police personnel and is expected to reduce police response times. Mr. Price stated there are currently no funds set aside in the budget for roadway depreciation maintenance. Mr. Lowe discussed the importance of roadway maintenance. General discussion was held regarding impact fees. The City's non-utility impact fee obligation of \$500,000 annually has not been included in the FY 15/16 draft budget. Vice Mayor Orsborn discussed the importance of setting funds aside annually for impact fees. Further discussion was held regarding the market analysis and the possibility of delaying action related to the Memorandum of Understanding with the United Buckeye Firefighters Association. Mr. Price clarified the tentative budget will be scheduled for Council approval on June 2, 2015 and discussed the timeline of events for adoption of the final budget.

**3. Presentation and Discussion Regarding the City's Red Flag Program**  
**Staff Liaison: Dave Nigh, Water Resources Director**  
**District No. All**

Budget discussion having continued; this discussion has been moved to a later date.

**4. Parks and Recreation Master Plan Update and Discussion**  
**Staff Liaison: Robert Wisener, Conservation & Project Manager**  
**District No. All**

Mr. Wisener presented an overview of the parks and recreation master plan. The City currently has 76.06 acres of developed parks and 8,675 acres of conservation parks. There are 1.34 acres of developed parks and 153.04 acres of conservation parks per 1,000 residents. Buckeye would like to increase the level of service to 4 acres of City-owned parks per 1,000 residents and will need an additional 150 acres based on current population. Funding for new parks may come from cost sharing, impact fees, bonds, special sales or property taxes, and grants. Based on a survey submitted in the community, 83% of respondents are willing to support construction of new parks or facilities. Residential development level of service standards were presented and discussed. There are currently

182 acres of Home Owner Association (HOA) parks. Issues with HOA parks include too many pocket parks, few neighborhood parks, limited amenities and disjointed retention. Buckeye will require a percentage of gross acreage for open space and park space based on lot sizes. Open space and park space were defined and compared; open space includes rivers, washes and drainage, resource areas, hillsides, parks, and tracts with pedestrian circulation system; park space includes active recreation areas, turf-lined areas, and identified trails. Park size requirements and minimum amenities for each park were listed and will be based on number of housing units. Amenities include splash pad, covered playground, picnic facilities, group picnic pavilion, trails, dog park, and amphitheater. Requirements for commercial and industrial development include construction of paths on or adjacent to property to provide connections between residential areas to activity centers and providing amenities for customers and employees. The 2008 Trails Master Plan was presented and updates summarized. Trailhead guidelines will not be amended in the updated master plan. Next steps in the process include funding and implementation strategies. The updated plan will be used to guide decisions, update impact fees, and will be codified into the Development Code. Costs and funding were addressed. An overview of Skyline Park was presented; construction is scheduled to begin in May of 2015 with an expected opening by the end of 2015. General discussion was held regarding updated requirements in the Parks and Recreation Master Plan and the impact of water rates related to HOA parks.

#### **5. Adjournment**

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

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Jackie A. Meck, Mayor

ATTEST:

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Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Council Workshop held on the 5<sup>th</sup> day of May, 2015. I further certify that a quorum was present.

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Lucinda J. Aja, City Clerk

**CITY OF BUCKEYE  
REGULAR COUNCIL MEETING  
MAY 5, 2015  
MINUTES**

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

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

Mayor Meck called the meeting to order at 6:00 p.m. Councilmember Strauss led the invocation; Boy Scout Troop No. 448 led the Pledge of Allegiance.

Members Present: Councilmember Strauss, Councilmember Hess, Councilmember McAchran, Councilmember Heustis, Vice Mayor Orsborn, and Mayor Meck.

Members Absent: Councilmember Garza.

Departments Present: City Manager Stephen Cleveland, Assistant City Manager Roger Klingler, City Attorney Scott Ruby, City Clerk Lucinda Aja, Deputy City Clerk Summer Stewart, Assistant to Council Christine Grundy, Police Chief Larry Hall, Fire Chief Bob Costello, Finance Director Larry Price, Public Works Director Scott Lowe, Development Services Director George Flores, City Engineer Scott Zipprich, Information Technology Director Greg Platacz, Community Services Director Cheryl Sedig, Human Resources Director Nancy Love, Water Resources Director Dave Nigh, Economic Development Director Len Becker, and Government Relations Manager George Diaz.

**2A. Comments from the Public – None.**

**2B. Awards/Presentations/Proclamations – None.**

**3. Minutes**

A motion was made by Councilmember Heustis and seconded by Vice Mayor Orsborn to approve the minutes of the April 7, 2015 Council Workshop, Regular Council Meeting and Executive Session. Motion passed unanimously.

**4. Expenditures**

A motion was made by Vice Mayor Orsborn and seconded by Councilmember Hess to ratify the payment of the accounts payable expenditures made. Copies of invoices are available at City Hall. Motion passed unanimously.

**CONSENT AGENDA ITEMS**

Approval of items on the Consent Agenda - All items with an (\*) are considered to be routine matters. A motion was made by Councilmember Heustis and seconded by Councilmember McAchran to approve Consent Items \*5A., \*5B., \*5C., \*5D., \*5E., and \*5F. Motion passed unanimously.

**\*5. New Business**

- \*5A. Resolution No. 29-15 Approving the Intergovernmental Agreement Between the City of Buckeye and the City of Glendale Relating to Law Enforcement and Security Services at the University of Phoenix Stadium in Glendale, Arizona; Authorizing the City Manager to Execute and Deliver Said Agreement**

**Staff Liaison: Larry Hall, Chief of Police  
Jason Weeks, Patrol Sergeant**

**District No. All**

Council adopted Resolution No. 29-15 approving the Intergovernmental Agreement between the City of Buckeye and the City of Glendale relating to law enforcement and security services at the University of Phoenix Stadium located in Glendale, Arizona; authorizing the City Manager to execute and deliver said Agreement.

- \*5B. Resolution No. 38-15 Approving the First Amendment to Intergovernmental Agreement Between the City of Buckeye and the Maricopa County Library District for the Library Assistance Program; Authorizing the City Manager to Execute and Deliver Said Agreement**

**Staff Liaison: Jana White, Library Manager**

**District No. All**

Council adopted Resolution No. 38-15 approving the First Amendment to Intergovernmental Agreement between the City of Buckeye and the Maricopa County Library District for the Library Assistance Program; authorizing the City Manager to execute and deliver said Agreement.

- \*5C. Award Construction Contract (No. 2015-014) to Skanska USA Civil West for Construction of Phase I Improvements to Skyline Regional Park in the Amount of \$3,965,000**

**Staff Liaison: Robert Wisener, Conservation & Project Manager**

**District No. All**

Council awarded Construction Contract (No. 2015-014) to Skanska USA Civil West for construction of Phase I improvements to Skyline Regional Park in the amount of \$3,965,000.

- \*5D. Award Task Order #3 (Contract No. 2015-014) to Southwest Traffic Engineering, LLC for the Update of the Buckeye Transportation Master Plan in the Amount of \$292,751**

**Staff Liaison: Scott Zipprich, City Engineer**

**Chris Williams, Construction & Contracting Manager**

**District No. All**

Council awarded Task Order #3 (Contract No. 2015-014) to Southwest Traffic Engineering, LLC for the update and finalization of the Buckeye Transportation Master Plan in the amount of \$292,751.

- \*5E. Award Delivery Order #3 (Job Order Contract No. 2014-025-2) to Achen-Gardner Construction, LLC for Replacement of the Existing Bar Screen Unit at the Central Water Reclamation Facility in the Amount of \$232,905**

**Staff Liaison: Dave Nigh, Water Resources Director**

**Chris Williams, Construction & Contracting Manager**

**District No. All**

Council awarded Delivery Order #3 (Job Order Contract No. 2014-025-2) to Achen-Gardner Construction, LLC for replacement of the existing bar screen unit at the Central Water Reclamation Facility in the amount of \$232,905.

- \*5F. Award Delivery Order #6 (Job Order Contract No. 2014-025-3) to Felix Construction Company for Rehabilitation of Sequencing Batch Reactor (SBR) Basin No. 1 at Festival Ranch Water Reclamation Facility in the Amount of \$320,676.71**  
**Staff Liaison: Dave Nigh, Water Resources Director**  
**Chris Williams, Construction & Contracting Manager**

**District No. All**

Council awarded Delivery Order #6 (Job Order Contract No. 2014-025-3) to Felix Construction Company for rehabilitation of SBR Basin No. 1 at Festival Ranch Water Reclamation Facility in the Amount of \$320,676.71.

**6. Continued / Tabled Items – None.**

**7. Public Hearings / Non-Consent - New Business**

- 7A. Public Hearing and Action Application Amendment for the Series 12 (Restaurant) Liquor License (No. 12076795) held by Peter Piper Pizza Located at 764 South Watson Road, #103, in Buckeye**  
**Staff Liaison: Lucinda Aja, City Clerk**  
**District No. 5**

Mayor Meck opened the Public Hearing at 6:05 p.m. to hear citizen input regarding the amendment application for the Series 12 (Restaurant) Liquor License (No. 12076795) for Peter Piper Pizza located at 764 South Watson Road, #103, in Buckeye. Ms. Aja provided information related to the requested amendment to the Series 12 liquor license. There being no public comment, Mayor Meck closed the public hearing at 6:07 p.m. A motion was made by Councilmember Heustis and seconded by Vice Mayor Orsborn to approve the amendment application for the Series 12 (Restaurant) Liquor License (No. 12076795) for Peter Piper Pizza located at 764 South Watson Road, #103, In Buckeye. Request by Nicholas Guttilla on behalf of "PPI" Peter Piper, Inc. and "PPH" Peter Piper Holdings. Motion passed unanimously.

- 7B. Public Hearing and Action Application for a Series 10 (Beer & Wine Store) Liquor License (No. 10076658) for the Corner Store #1674, to be Located at 1520 Verrado Way in Buckeye**  
**Staff Liaison: Lucinda Aja, City Clerk**  
**District No. 6**

Mayor Meck opened a Public Hearing at 6:07 p.m. to hear citizen input regarding the application for a Series 10 (Beer & Wine Store) Liquor License (No. 10076658) for the Corner Store #1674, to be located at 1520 Verrado Way in Buckeye. Ms. Aja provided information related to the application and described the location of the site where the Corner Store will be built. Amy L. Schroff, on behalf of the applicant, was available for questions and clarified the location of the Corner Store and hours of operation; stated alcohol would be placed in locked cabinets as appropriate. There being no further comment, a motion was made by Councilmember Heustis and seconded by Vice Mayor Orsborn to approve the application for a Series 10 (Beer & Wine Store) Liquor License (No. 10076658) for the Corner Store #1674, to be located at 1520 Verrado Way in Buckeye. Request by Andrea Dahlman Lewkowitz. Motion passed unanimously.

- 7C. Action Resolution No. 47-15 Approving a Memorandum of Understanding (MOU) with the United Buckeye Firefighters Association; Authorizing the City Manager to Execute and Deliver Said Memorandum of Understanding on Behalf of the City; Declaring an Emergency**  
**Staff Liaison: Nancy Love, Human Resources Director**  
**District No. All**

Ms. Love provided an overview of the United Buckeye Firefighters Association ("the Association") Memorandum of Understanding and clarified corrections made to the project description. Ms. Love presented information related to the submitted MOU proposal and the meet and confer process between  
*May 5, 2015 Regular Council Meeting Minutes*

the Association and the City Manager's office. The agreements reached were listed and include revised language regarding staffing engine and ladder companies and revisions made to working out of class requirements. Items requested by the Association, but not agreed upon, include using non-worked hours for calculating overtime, bi-lingual pay, requiring four person crews, retirement contributions, grievance procedures and pay structure adjustment. A final offer MOU has been provided for Council action; staff recommends approval of the MOU as presented by the City Manager's office. Mike Russell, on behalf of the Association, provided documents to Council reflecting pay "compression" issues. General discussion was held regarding wage adjustments for all City employees; Council will be provided further information related to the market analysis. Council action regarding wage adjustments will be scheduled in June, 2015. A motion was made by Vice Mayor Orsborn and seconded by Councilmember Hess to adopt Resolution No. 47-15 approving a MOU with the United Buckeye Firefighters Association; authorizing the City Manager to execute and deliver said MOU on behalf of the City; declaring an emergency. Further discussion was held. Mr. Ruby clarified that further amendments to the MOU may be brought before Council at a later date. Mr. Cleveland clarified the MOU before Council for approval only amended language related to staffing and working out of class requirements; further action related to pay structure and wages will take place as a separate item at a later date and not related to the MOU process. Motion passed unanimously.

#### **8. City Manager's Report and Government Relations**

See attached City Manager's Report.

#### **9. Comments from the Mayor and Council**

Councilmember Garza: absent.

Councilmember Strauss: encouraged remembrance of Officer Tirado and his family; discussed the importance of addressing personnel issues and pay structures.

Councilmember Hess: congratulated the Fleet Department; invited residents to upcoming Community Budget Information Meetings.

Councilmember McAchran: congratulated the Fleet Department.

Councilmember Heustis: congratulated the Fleet Department; complimented Boy Scout Troop No. 448 for attending the meeting and leading the Pledge of Allegiance; commended the Police Department's recent success in solving a homicide in the community; discussed the Sundance Adult Community raising money for the Officer Tirado scholarship.

Vice Mayor Orsborn: provided a Boards and Commissions update; discussed the additional bus routes recently added in the City; congratulated the Fleet Department on becoming Best 100 list of municipal vehicle maintenance groups for the seventh consecutive year.

Mayor Meck: discussed budget meetings and the impact of the purchase of the Global Water Company to the budget; stated the City was announced as the third safest community in the State of Arizona with a population over 50,000 and commended the Police Department; congratulated the Fleet Department; discussed the construction of the West-MEC facility and discussions being held related to salt-cedar removal.

**10. Adjournment**

A motion was made by Vice Mayor Orsborn and seconded by Councilmember Strauss to adjourn the meeting at 7:22 p.m. Motion passed unanimously.

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Jackie A. Meck, Mayor

ATTEST:

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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 the 5<sup>th</sup> day of May, 2015. I further certify that a quorum was present.

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Lucinda J. Aja, City Clerk

Expenditures

Expenditures

Expenditures

Expenditures

Expenditures

OK 201  
5-14-15

Report Criteria:

Invoices with totals above \$0 included.

Only unpaid invoices included.

Invoice.Payment Due Date = {<=}5/14/2015

Invoice Detail.GL Account = "0010100000"-197999999",7060505005"

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
010-0136000	PREPAID TRAVEL				
437610	PRESIDENT AND FELLOWS OF	570543	PREPAID TRAVEL	04/13/2015	8,400.00
010-050-1640	PUBLIC RELATION				
331150	LEADERSHIP WEST	1373	PUBLIC RELATION - CM	05/13/2015	1,500.00
Grand Totals:					9,900.00

## Report Criteria:

Invoices with totals above \$0 included.

Only unpaid invoices included.

Invoice.Payment Due Date = {&lt;=}5/13/2015

Invoice Detail.GL Account = "0010100000"."197999999","7060505005"

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>001-0117560 REC CTR CLEARING ACCOUNT</b>					
903565	ASHLEY OBRIEN	56590	REC CTR CLEARING ACCOUNT	05/12/2015	20.00
<b>010-051-1220 SOFTWARE LICENSES</b>					
126000	CASELLE, INC	64897	Open PO for Contract Support & Maintenance -	05/01/2015	2,284.00
201800	eCIVIS INC	104279	2 user licenses for grants research on eCivis. 7/	05/06/2015	3,500.00
<b>010-051-1230 TELECOM SERVICES</b>					
130050	CENTURY LINK	1336044287	TELECOM SERVICES	04/07/2015	5.24
130050	CENTURY LINK	1338608414	TELECOM SERVICES	05/03/2015	103.10
158675	COPPER CONFERENCING	1293391	TELECOM SERVICES - NON DEPT	04/30/2015	25.70
163000	COX COMMUNICATIONS	50115	TELECOM SERVICES - NON DEPT	05/01/2015	11,595.37
<b>010-051-1234 TOWN PROSECUTOR</b>					
114075	BUSTAMANTE & KUFFNER PC	APRIL 2015	FY 14/15 Prosecutorial Services. COBC#AD-01	04/30/2015	10,000.00
<b>010-051-1430 TOWN BLD REPAIRS&amp;MAINTENANCE</b>					
42125	ARIZONA ELEVATOR SOLUTIO	16604	OPEN PO FY 2014-15 FACILITIES: Elevators	05/03/2015	613.51
456425	RAINFOREST PLUMBING & AIR	421143	OPEN PO for FY 2014-15 FACILITIES: Service	04/22/2015	164.00
456425	RAINFOREST PLUMBING & AIR	421144	OPEN PO for FY 2014-15 FACILITIES: Service	04/20/2015	2,000.00
456425	RAINFOREST PLUMBING & AIR	421146	OPEN PO for FY 2014-15 FACILITIES: Service	04/20/2015	164.00
456425	RAINFOREST PLUMBING & AIR	421327	OPEN PO for FY 2014-15 FACILITIES: Service	04/20/2015	334.32
459875	REGIONAL PAVEMENT MAINTNE	15172	Install 2 Golf Cart Paths at Rodeo Grounds (Mill	05/11/2015	7,990.00
527750	SUNLAND ASPHALT	1406	Rodeo Grounds Parking Lot Repairs. Delivery O	04/28/2015	11,612.98
<b>010-051-1805 COLLEGE TUITION</b>					
263380	GARY MCGEOUGH	50315	COLLEGE TUITION	05/03/2015	1,766.06
357585	BETH ANNE MARRS	50115	COLLEGE TUITION - NON DEPT	05/01/2015	1,675.21
900199	KEITH HAYTER	50215	COLLEGE TUITION	05/02/2015	519.25
<b>010-051-1873 INVESTMENT FEES - DFIM</b>					
586000	WELLS FARGO BANK	9647680	INVESTMENT FEES-DFIM	04/07/2015	1,281.08
<b>010-054-1197 OTHER CONTRACTUAL SERVICES</b>					
279575	ALBERT HOLLER & ASSOCIATE	APRIL 2015	OTHER CONTR SERV - FINANCE	04/30/2015	5,000.00
<b>010-055-1510 AUTOMOTIVE EXPENSES</b>					
2500	A & D CALVERT SHELL SVC.	43015	AUTO EXPENSE - HR	04/30/2015	4.00
<b>010-060-1197 OTHER CONTRACTUAL SERVICES</b>					
325325	LABOR SYSTEMS	9912268	Open PO for Todd, Savage, Smith, Esquivel	05/01/2015	2,111.57
325325	LABOR SYSTEMS	9912270	Open PO for Todd, Savage, Smith, Esquivel	05/01/2015	431.33
<b>010-060-1240 VEHICLE TOWING</b>					
324275	KWIK TOW	66836	Open PO for towing services	04/30/2015	118.00
<b>010-060-1390 RADIO SYSTEM SUPPORT/MAINT</b>					
130050	CENTURY LINK	50115	Open PO for T1 line	05/01/2015	750.06
163000	COX COMMUNICATIONS	50115	RADIO SYSTEM SUPPORT - POLICE	05/01/2015	924.31
<b>010-060-1510 AUTOMOTIVE EXPENSES</b>					
2500	A & D CALVERT SHELL SVC.	43015	AUTO EXPENSE - POLICE	04/30/2015	305.00
119500	CALVERT OIL COMPANY	129331	AUTO EXPENSE - POLICE	04/13/2015	20.66
119500	CALVERT OIL COMPANY	129333	AUTO EXPENSE - POLICE	04/13/2015	9.64
<b>010-060-1740 TELEPHONE</b>					
512499	SPRINT	256789898070	Open PO for SCU Sprint phones	05/05/2015	73.56
<b>010-060-1749 VEST REPLACEMENT PROGRAM</b>					
239751	LUIS GASTELUM	VEST REIMB	VEST REPLACEMENT PROGRAM	05/12/2015	484.29
<b>010-060-1825 DUES AND SUBSCRIPTIONS</b>					
41500	ARIZONA DEPARTMENT OF RE	43015	DUES - POLICE	04/30/2015	4.20
322900	KRONOS INCORPORATED	10944066	Telestaff software annual support services	05/02/2015	6,812.08
<b>10-062-1750 UNIFORMS</b>					
41500	ARIZONA DEPARTMENT OF RE	43015	UNIFORMS - FIRE	04/30/2015	2.13

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
010-069-1628	PROGRAM SUPPLIES/SPORTS				
41500	ARIZONA DEPARTMENT OF RE	43015	PROGRAM SUPPLIES - SPORTS - C/S	04/30/2015	362.60
010-070-1410	SWIMMING POOL CHEMICALS				
36800	AQUATIC ENVIRONMENTAL SY	36106	Blanket PO for "Pulsar Chemicals" Sole Source	03/13/2015	449.80
36800	AQUATIC ENVIRONMENTAL SY	36136	Blanket PO for "Pulsar Chemicals" Sole Source	03/27/2015	196.63
010-071-1510	AUTOMOTIVE EXPENSES				
2500	A & D CALVERT SHELL SVC.	43015	AUTO EXPENSE - LIB - C/S	04/30/2015	4.00
010-071-1625	PROGRAM SUPPLIES/EQUIP				
41500	ARIZONA DEPARTMENT OF RE	43015	PROGRAM SUPPLIES - LIB - C/S	04/30/2015	62.72
010-072-1645	PUBLICITY				
130015	CENTURY GRAPHICS INC	13183	PUBLICITY - ADMIN - C/S	05/06/2015	8,455.48
010-073-1510	GAS AND OIL				
2500	A & D CALVERT SHELL SVC.	43015	AUTO EXPENSE - PROCUREMENT	04/30/2015	8.00
010-074-1510	AUTOMOTIVE EXPENSES				
2500	A & D CALVERT SHELL SVC.	43015	AUTO EXPENSE - VEH MAINT	04/30/2015	8.00
010-078-1123	CUSTODIAL CONTRACT				
568175	VARSITY CONTRACTORS, INC	601703	OPEN PO FY 2014-15: Custodial Services for C	04/15/2015	11,812.30
568175	VARSITY CONTRACTORS, INC	603673	OPEN PO FY 2014-15: Custodial Services for C	04/30/2015	50.00
568175	VARSITY CONTRACTORS, INC	603674	OPEN PO FY 2014-15: Custodial Services for C	04/30/2015	200.00
010-078-1510	AUTOMOTIVE EXPENSES				
2500	A & D CALVERT SHELL SVC.	43015	AUTO EXPENSE - PUB WKS	04/30/2015	8.00
010-078-1750	UNIFORMS				
36850	ARAMARK UNIFORM & CAREE	1855797	FY 2014-15 FACILITIES: Uniform Rental	02/19/2015	16.62
36850	ARAMARK UNIFORM & CAREE	4731835274	FY 2014-15 FACILITIES: Uniform Rental	01/01/2015	16.62
36850	ARAMARK UNIFORM & CAREE	4731852662	FY 2014-15 FACILITIES: Uniform Rental	02/12/2015	16.62
010-080-1510	AUTOMOTIVE EXPENSE				
2500	A & D CALVERT SHELL SVC.	43015	AUTO EXPENSE - COMM DEV'L	04/30/2015	48.00
2500	A & D CALVERT SHELL SVC.	43015	AUTO EXPENSE - COMM DEV'L	04/30/2015	362.36
010-081-1845	TRAVEL AND MEALS				
86110	LEN BECKER	161FY15	TRAVEL - ECON DEV'L	05/13/2015	219.00
010-082-1197	OTHER CONTRACTUAL SERVICES				
325325	LABOR SYSTEMS	9912272	Open PO for File Clerk for FY14 - 15	05/01/2015	181.21
010-083-1116	CONTRACTUAL SERVICES				
330450	LAYER 8, LLC	1067	Change Order #1 to Task Order #8. Increase th	05/12/2015	2,550.00
330450	LAYER 8, LLC	1068	Change Order #1 to Task Order #8. Increase th	05/12/2015	3,145.00
010-083-1510	AUTOMOTIVE EXPENSES				
2500	A & D CALVERT SHELL SVC.	43015	AUTO EXPENSE - IT	04/30/2015	8.00
010-089-5525	ADMINISTRATIVE FEES				
564250	U.S. BANK	3963026	ADMINISTRATIVE FEES	04/24/2015	150.00
030-0216800	COLONIAL INSURANCE				
150250	COLONIAL SUPPLEMENTAL IN	859855905126	EMPLOYEE PAID BENEFIT	05/03/2015	1,532.80
035-050-1197	OTHER CONTRACTUAL SERVICES				
325325	LABOR SYSTEMS	9912269	Open PO for Property & Evidence contractor	05/01/2015	506.86
035-050-1625	PROGRAM SUPPLIES/EQUIP				
41500	ARIZONA DEPARTMENT OF RE	43015	PROGRAM SUPPLIES - RICO	04/30/2015	195.72
41500	ARIZONA DEPARTMENT OF RE	43015	PROGRAM SUPPLIES - POLICE	04/30/2015	1,748.04
045-050-1001	WAGES ALLOC FROM GF				
325325	LABOR SYSTEMS	9912271	Open PO for 3511 Hearing Officer	05/01/2015	700.65
050-050-1197	OTHER CONTRACTUAL SERVICES				
99430	TERRY W BRANDT	1504	OPEN PO FY14-15 for Airport - Monthly Airport	04/29/2015	250.00
051-050-1106	ENV ASSMNT FIRE SUPPRESSION SY				
147500	COFFMAN ASSOCIATES	10EA0121	REPLACES PO#14934, opened with remaining	04/30/2015	4,800.00
054-050-1197	OTHER CONTRACTUAL SERVICES				
513925	STANDARD PRINTING COMPAN	242574	14/15 Open PO for automated printing and billin	04/24/2015	44.64
060-050-1180	LABORATORY FEES				
548225	TRANS WEST ANALYTICAL SE	337806	14/15 Open PO for Chemical Compliance Samp	04/30/2015	2,491.00
J60-050-1197	OTHER CONTRACTUAL SERVICES				
513925	STANDARD PRINTING COMPAN	242574	14/15 Open PO for automated printing and billin	04/24/2015	89.30

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
570950	VERTECH INDUSTRIAL SYSTE	P14004200516	SCADA Conversion from Wonderware InTouch	09/23/2014	8,314.47
570950	VERTECH INDUSTRIAL SYSTE	P14004200522	SCADA Conversion from Wonderware InTouch	10/30/2014	1,320.00
<b>060-050-1404</b>	<b>SUNDANCE SEWER R&amp;M</b>				
548225	TRANS WEST ANALYTICAL SE	337800	14/15 Open PO for Chemical Compliance Samp	04/30/2015	1,863.00
<b>060-050-1405</b>	<b>TARTESSO SEWER R&amp;M</b>				
548225	TRANS WEST ANALYTICAL SE	337802	14/15 Open PO for Chemical Compliance Samp	04/30/2015	1,713.00
<b>060-050-1510</b>	<b>AUTOMOTIVE EXPENSES</b>				
2500	A & D CALVERT SHELL SVC.	43015	AUTO EXPENSE - SEWER	04/30/2015	12.00
2500	A & D CALVERT SHELL SVC.	43015	AUTO EXPENSE - SEWER	04/30/2015	67.65
<b>060-050-1740</b>	<b>TELEPHONE</b>				
163000	COX COMMUNICATIONS	50115	TELEPHONE - SEWER	05/01/2015	1,390.46
<b>060-050-1750</b>	<b>UNIFORMS</b>				
36850	ARAMARK UNIFORM & CAREE	471889187	14/15 Open PO for Uniforms Sewer- per Agree	05/07/2015	115.04
36850	ARAMARK UNIFORM & CAREE	471889198	14/15 Open PO for Uniforms Sewer- per Agree	05/07/2015	17.28
36850	ARAMARK UNIFORM & CAREE	471889200	14/15 Open PO for Uniforms Sewer- per Agree	05/07/2015	53.12
<b>060-050-1910</b>	<b>FESTIVAL RANCH O&amp;M WRF</b>				
348500	MAR. CO. ENVIRONMENTAL SV	37032 6/15	FESTIVAL RANCH O&M WRF	05/12/2015	2,100.00
<b>060-050-2173</b>	<b>MILLER RD SEWER LINE</b>				
212250	EPS GROUP INC	APRIL ON CAL	MILLER ROAD SEWER	04/24/2015	1,480.00
<b>061-0205000</b>	<b>SALES TAX PAYABLE</b>				
41500	ARIZONA DEPARTMENT OF RE	43015	SALES TAX PAYABLE	04/30/2015	74,521.02
<b>061-050-1180</b>	<b>LABORATORY FEES</b>				
548225	TRANS WEST ANALYTICAL SE	337799	14/15 Open PO for Chemical Compliance Samp	05/01/2015	3,662.00
<b>061-050-1197</b>	<b>OTHER CONTRACTUAL SERVICES</b>				
513925	STANDARD PRINTING COMPAN	242574	14/15 Open PO for automated printing and billin	04/24/2015	89.30
568925	VERITI CONSULTING LLC	2148	Purchase of Water Company. Forensic Investig	05/07/2015	5,988.70
<b>061-050-1232</b>	<b>TOWN ATTORNEY</b>				
265500	GUST ROSENFELD P.L.C.	FILE 00671800	ATTNY FEES - WATER	05/07/2015	40,000.00
<b>061-050-1460</b>	<b>WATER METERS</b>				
221875	FERGUSON ENTERPRISES INC	244973	Open PO for parts and supplies for meter maint	03/19/2015	803.73
221875	FERGUSON ENTERPRISES INC	2449731	Open PO for parts and supplies for meter maint	03/25/2015	791.81
388125	NATIONAL METER & AUTOMATI	S1058480003	14/15 Open po for meters - COBC#2011-133. C	02/10/2015	9,591.63
<b>061-050-1462</b>	<b>WELLS &amp; BOOSTERS O&amp;M</b>				
570950	VERTECH INDUSTRIAL SYSTE	P14006100519	SCADA Support on call for Water. COBC#2013-	09/30/2014	1,114.13
<b>061-050-1463</b>	<b>TREATMENT PLANT O&amp;M</b>				
570950	VERTECH INDUSTRIAL SYSTE	P14006100519	SCADA Support on call for Water. COBC#2013-	09/30/2014	1,114.14
<b>061-050-1510</b>	<b>AUTOMOTIVE EXPENSES</b>				
2500	A & D CALVERT SHELL SVC.	43015	AUTO EXPENSE - WATER	04/30/2015	16.00
<b>061-050-1531</b>	<b>EQUIPMENT RENTAL</b>				
343525	M & M PORTABLE TOILETS	A23002	14/15 FY Open PO for portable toilets at Sunda	04/10/2015	81.98
<b>061-050-1750</b>	<b>UNIFORMS</b>				
36850	ARAMARK UNIFORM & CAREE	471889187	14/15 Open PO for Uniforms Water - per Agree	05/07/2015	4.37
36850	ARAMARK UNIFORM & CAREE	471889198	14/15 Open PO for Uniforms Water - per Agree	05/07/2015	158.88
36850	ARAMARK UNIFORM & CAREE	471889200	14/15 Open PO for Uniforms Water - per Agree	05/07/2015	9.59
36850	ARAMARK UNIFORM & CAREE	471889201	14/15 Open PO for Uniforms Water - per Agree	05/07/2015	14.87
<b>061-050-1871</b>	<b>BANK CHARGES</b>				
553250	U.S. PAYMENTS	11649	KIOSK CHARGES	04/30/2015	1,834.68
<b>061-050-2032</b>	<b>LAND ACQUISITION</b>				
184820	DENNIS L LOPEZ & ASSOCIATE	150165	Appraisal Servcies for APN 400-18-005B reside	04/02/2015	2,000.00
<b>061-050-2154</b>	<b>AIRPORT WELL</b>				
549075	TRES RIOS CONSULTING ENGI	1189146	Task Order #2, On-Call Contract# 2011-131. Air	04/23/2015	21,405.00
549075	TRES RIOS CONSULTING ENGI	1189146	Change Order #1 to Task Order #2. Approved 2	04/23/2015	6,937.00
<b>061-050-2165</b>	<b>MC 85 WATER LINE EXTENSION</b>				
190575	DIBBLE ENGINEERING	1011570120	[REPLACES PO 14131] TASK ORDER#1; On-	05/04/2015	3,264.00
<b>070-050-1406</b>	<b>STREET SYSTEM REPAIR/MAINT</b>				
128125	CEMEX	9430773214	OPEN PO FY 2014-15 STREETS: Asphalt and	04/27/2015	609.69
<b>070-050-1510</b>	<b>AUTOMOTIVE EXPENSES</b>				
2500	A & D CALVERT SHELL SVC.	43015	AUTO EXPENSE - STREETS	04/30/2015	4.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
2500	A & D CALVERT SHELL SVC.	43015	AUTO EXPENSE - STREETS	04/30/2015	91.07
119500	CALVERT OIL COMPANY	129275	AUTO EXPENSE - STREETS.	04/07/2015	18.78
119500	CALVERT OIL COMPANY	129298	AUTO EXPENSE - STREETS.	04/08/2015	94.43
119500	CALVERT OIL COMPANY	129337	AUTO EXPENSE - STREETS.	04/13/2015	80.34
119500	CALVERT OIL COMPANY	129376	AUTO EXPENSE - STREETS.	04/16/2015	112.80
119500	CALVERT OIL COMPANY	129455	AUTO EXPENSE - STREETS.	04/23/2015	95.31
<b>070-050-1625 PROGRAM SUPPLIES/EQUIP</b>					
4000	A TO Z EQUIPMENT RENTAL	909505	OPEN PO FY2014-15 STREETS: Equipment re	04/23/2015	400.80
<b>070-050-1711 STREET LIGHTING O&amp;M</b>					
101275	BROWN WHOLESALE ELECTRI	485166	OPEN PO FY 2014-15 STREET LIGHTING: Re	04/30/2015	1,494.54
101275	BROWN WHOLESALE ELECTRI	501342	OPEN PO FY 2014-15 STREET LIGHTING: Re	05/06/2015	796.01
<b>070-050-1713 SIGNS &amp; MARKINGS</b>					
128500	CENTERLINE SUPPLY WEST	72867	OPEN PO FY 2014-15 SIGNS & MARKINGS:	04/27/2015	307.03
<b>070-050-1750 UNIFORMS</b>					
36850	ARAMARK UNIFORM & CAREE	1855797	FY 2014-15 STREETS: Uniform Rental	02/19/2015	108.08
36850	ARAMARK UNIFORM & CAREE	4731835274	FY 2014-15 STREETS: Uniform Rental	01/01/2015	108.08
36850	ARAMARK UNIFORM & CAREE	4731852662	FY 2014-15 STREETS: Uniform Rental	02/12/2015	108.08
<b>073-050-1527 COPS- BVP GRANT</b>					
263650	DAVID GROSSMAN	VEST REIMB	COPS - BVP GRANT	05/12/2015	687.70
<b>074-050-1605 SPACE</b>					
488175	SERVICE SOLUTIONS GROUP L	50979371	Kitchen Equipment Repairs and Service Buckey	05/07/2015	364.01
<b>075-050-1965 NUCLEAR EMERG. MGMT</b>					
193800	JEFF DOERR	162FY15	NUCLEAR EMERG. MGMT	05/13/2015	137.00
900200	JAMES HELMS	163FY15	NUCLEAR EMERG. MGMT	05/13/2015	137.00
903563	DEPT OF EM/DIV OF EMS/DISA	J.DOERR	NUCLEAR EMERG. MGMT	05/13/2015	500.00
903563	DEPT OF EM/DIV OF EMS/DISA	J.HELMs	NUCLEAR EMERG. MGMT	05/13/2015	500.00
<b>075-050-2118 USAI HAZ-MAT VEH EQUIPMENT</b>					
41500	ARIZONA DEPARTMENT OF RE	43015	USAI HAZ MAT VEH EQUIPMENT	04/30/2015	443.57
<b>078-050-1430 SUNDANCE CROSSINGS R&amp;M</b>					
568175	VARSITY CONTRACTORS, INC	601702	OPEN PO FY 2014-15 for SUNDANCE CROSS	04/15/2015	7,098.25
Grand Totals:					319,520.04

AK 020  
5-13-15

Report Criteria:

Invoices with totals above \$0 included.  
Only unpaid invoices included.  
Invoice.Payment Due Date = {<=}5/13/2015  
Invoice Detail.GL Account = "500000000"-699599999,"492000000"-4939999999,"700000000"-7019999999,"702000000"-7039999999"

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>630-050-1625</b>	<b>PROGRAM SUPPLIES/EQUIP</b>				
393375	THE NEEDHAM TWINS SHOW	51515	Senior Program Entertainment Group. Performi	05/13/2015	500.00
<b>650-050-2069</b>	<b>ENTERPRISE RESOURCE PLAN</b>				
330450	LAYER 8, LLC	1065	Provide expertise and support for the purpose o	05/12/2015	3,060.00
330450	LAYER 8, LLC	1066	Provide expertise and support for the purpose o	05/12/2015	3,060.00
<b>701-050-5600</b>	<b>REFUND - CLOSE FUND</b>				
903564	JUAN BARBA LARIOS	1002142	REFUND - CLOSE FUND	05/12/2015	60.68
Grand Totals:					<u>6,680.68</u>

06 2015  
5-6-15

Report Criteria:

Invoices with totals above \$0 included.  
Only unpaid invoices included.  
Invoice.Payment Due Date = {<=}5/06/2015  
Invoice Detail.GL Account = "0010100000"."197999999","7060505005"

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>001-0102050 CASH DRAWER- REC CENTER</b>					
420500	PETTY CASH	5/15 DEMO DE	DEMO DERBY MAY 2015	04/29/2015	4,000.00
<b>010-050-1740 TELEPHONE</b>					
569000	VERIZON WIRELESS SERVICES	9743408427	TELEPHONE - CM	04/04/2015	173.75
569000	VERIZON WIRELESS SERVICES	9743881017	TELEPHONE - TM	04/12/2015	166.00
<b>010-050-1845 TRAVEL AND MEALS</b>					
190525	GEORGE DIAZ	151FY15	TRAVEL - CM	05/06/2015	100.00
<b>010-051-1116 CONTRACTUAL SERVICES</b>					
190560	DICKINSON WRIGHT MARISCA	993482	Legal Sevices pursuant to Engagement and Re	04/20/2015	1,100.00
<b>010-051-1197 OTHER CONTRACTUAL SERVICES</b>					
135622	CHILDRESS & ASSOCIATES LL	1510	Contract #2015-015 Organizational Developme	04/30/2015	8,100.00
<b>010-051-1220 SOFTWARE LICENSES</b>					
472650	SHI INTERNATIONAL CORP	B03397256	Q# 9367743 - Windows Server Datacenter Soft	05/04/2015	5,025.00
472650	SHI INTERNATIONAL CORP	B03397256	SQL Server Standard 2 Core - License & Softw	05/04/2015	5,460.00
472650	SHI INTERNATIONAL CORP	B03397256	TAX	05/04/2015	660.56
472650	SHI INTERNATIONAL CORP	B03397264	Q#9367732 - Enterprise CAL User CAL Softwar	05/04/2015	38,220.00
472650	SHI INTERNATIONAL CORP	B03397264	Office Pro Plua Software Assurance - Microsoft	05/04/2015	36,540.00
472650	SHI INTERNATIONAL CORP	B03397264	Windows Enterprise w/MDOP Software Assuran	05/04/2015	16,380.00
472650	SHI INTERNATIONAL CORP	B03397264	TAX	05/04/2015	5,741.82
<b>010-051-1232 TOWN ATTORNEY</b>					
569000	VERIZON WIRELESS SERVICES	9743408427	TELEPHONE - ATTN	04/04/2015	34.75
<b>10-051-1430 TOWN BLD REPAIRS&amp;MAINTENANCE</b>					
456425	RAINFOREST PLUMBING & AIR	420676	OPEN PO for FY 2014-15 FACILITIES: Service	04/14/2015	122.50
456425	RAINFOREST PLUMBING & AIR	420688	OPEN PO for FY 2014-15 FACILITIES: Service	04/16/2015	196.00
575375	VORTEX INDUSTRIES, INC	209206411	OPEN PO FY 2014-15 FACILITIES: City Facilit	04/21/2015	634.24
577500	W.W. GRAINGER, INC	9705667500	OPEN PO FY 2014-15 FACILITIES: Parts and	04/01/2015	105.00
577500	W.W. GRAINGER, INC	9710669954	OPEN PO FY 2014-15 FACILITIES: Parts and	04/08/2015	575.31
<b>010-051-1625 GENERAL SUPPLIES/WATER</b>					
493000	DS WATERS OF AMERICA, LP	974430404181	PROGRAM SUPPLIES - NON DEPT	04/18/2015	3,848.17
<b>010-051-1752 UTILITIES-NATURAL GAS</b>					
505000	SOUTHWEST GAS	42415	UTILITIES - NATURAL GAS - TOWN	04/24/2015	259.77
<b>010-051-1753 UTILITIES-WATER/WASTEWATER</b>					
211375	EPCOR WATER	42415	UTILITIES - FIRE STATION 703	04/24/2015	890.35
<b>010-052-1740 TELEPHONE</b>					
569000	VERIZON WIRELESS SERVICES	9743408427	TELEPHONE - COUNCIL	04/04/2015	382.25
569000	VERIZON WIRELESS SERVICES	9743881017	TELEPHONE - COUNCIL	04/12/2015	373.50
<b>010-052-1845 TRAVEL AND MEALS</b>					
407625	ERIC ORSBORN	155FY15	TRAVEL - COUNCIL	05/06/2015	100.00
<b>010-054-1740 TELEPHONE</b>					
569000	VERIZON WIRELESS SERVICES	9743881017	TELEPHONE - FINANCE	04/12/2015	20.00
<b>010-055-1610 OFFICE SUPPLIES/EQUIP</b>					
547000	TOTAL FORMS MANAGMENT	8704	OFFICE SUPPLIES - HR	04/15/2015	496.47
<b>010-055-1740 TELEPHONE</b>					
569000	VERIZON WIRELESS SERVICES	9743408427	TELEPHONE - HR	04/04/2015	34.75
569000	VERIZON WIRELESS SERVICES	9743881017	TELEPHONE - HR	04/12/2015	83.00
<b>010-060-1001 SALARIES &amp; WAGES</b>					
325325	LABOR SYSTEMS	9912212	Temp Dispatch Services	04/24/2015	490.05
<b>010-060-1135 CRIME SCENE CLEAN-UP</b>					
386625	NATIONAL HAZARD CONTROL	1544	Open PO for crime scene cleanups	04/29/2015	262.04
<b>10-060-1197 OTHER CONTRACTUAL SERVICES</b>					
325325	LABOR SYSTEMS	9912207	Open PO for Todd, Savage, Smith, Esquivel	04/24/2015	2,111.57
325325	LABOR SYSTEMS	9912209	Open PO for Todd, Savage, Smith, Esquivel	04/24/2015	431.33

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>010-060-1205 PRISONER/INCARCERATION (MCSO)</b>					
350000	MAR. CO. SHERIFF'S OFFICE	FEB 2015 HOU	PRISONER HOUSING - POLICE	03/02/2015	25,019.12
350000	MAR. CO. SHERIFF'S OFFICE	MAR 2015 HO	PRISONER HOUSING - POLICE	04/02/2015	19,262.66
<b>010-060-1240 VEHICLE TOWING</b>					
269240	HAMILTON'S TOWING	87176	Open PO for vehicle towing	04/29/2015	81.00
558675	UNIQUE HEAVY RECOVERY	43210	OPEN PO for Vehicle Towing	04/29/2015	158.00
<b>010-060-1390 RADIO SYSTEM SUPPORT/MAINT</b>					
166000	CREATIVE COMMUNICATIONS	361247	Open PO for communication system repairs	05/01/2015	316.25
<b>010-060-1510 AUTOMOTIVE EXPENSES</b>					
530750	SUPREME OIL CO	529807	AUTO EXPENSES - POLICE	04/02/2015	1,065.33
530750	SUPREME OIL CO	529808	AUTO EXPENSES - POLICE	04/02/2015	910.04
530750	SUPREME OIL CO	529893	AUTO EXPENSES - POLICE	04/06/2015	1,074.92
530750	SUPREME OIL CO	529957	AUTO EXPENSES - POLICE	04/09/2015	951.40
530750	SUPREME OIL CO	529958	AUTO EXPENSES - POLICE	04/09/2015	1,029.30
530750	SUPREME OIL CO	529982	AUTO EXPENSES - POLICE	04/13/2015	1,205.95
530750	SUPREME OIL CO	530094	AUTO EXPENSES - POLICE	04/16/2015	1,020.54
530750	SUPREME OIL CO	530095	AUTO EXPENSES - POLICE	04/16/2015	858.75
530750	SUPREME OIL CO	530172	AUTO EXPENSES - POLICE	04/20/2015	1,060.12
530750	SUPREME OIL CO	530241	AUTO EXPENSES - POLICE	04/23/2015	1,141.87
<b>010-060-1625 PROGRAM SUPPLIES/EQUIP</b>					
66250	AZ DEPT OF PUBLS SAFETY	BUCPD0415	Open PO for Livescan T1 line upgrade	04/30/2015	276.92
184000	DELL MARKETING L.P.	XJNWWF4X8	One 22" monitor for Joe Siefferman. Rec'd GL#	04/24/2015	151.00
477500	SAM'S CLUB	42315	PROGRAM SUPPLIES - POLICE	04/23/2015	198.40
492100	SHRED-IT USA LLC	9405612000	Open PO for shredding services	04/23/2015	68.69
<b>010-060-1691 RECRUITMENT/HIRING</b>					
61500	AZ ASSOC. OF CHIEFS OF POLI	TESTING MAT	Sworn personnel testing material	04/30/2015	805.00
290260	IMS URGENT CARE	402	Open PO fo mew hire/VIP drug screenings	04/21/2015	204.00
<b>10-060-1740 TELEPHONE</b>					
569000	VERIZON WIRELESS SERVICES	9743408427	TELEPHONE - POLICE	04/04/2015	1,235.99
569000	VERIZON WIRELESS SERVICES	9743881016	TELEPHONE - POLICE	04/12/2015	2,377.53
569000	VERIZON WIRELESS SERVICES	9743881017	TELEPHONE - POLICE	04/12/2015	2,539.50
<b>010-060-1825 DUES AND SUBSCRIPTIONS</b>					
210915	ENTERSECT	415EP31005	Open PO for Police Online subscription	04/30/2015	75.00
<b>010-060-1880 RWC SUBSCRIBER FEES</b>					
30850	AMERICAN TOWER INC	MAY 2015	Open PO for RWC tower leases	04/29/2015	3,780.45
280675	HORIZON TOWER LIMITED PAR	201505	Open PO for RWC tower leases	05/01/2015	2,185.45
<b>010-060-2011 CAPITAL OUTLAY/IMPROVEMENT</b>					
67975	AZ FUEL MANAGEMENT SPECI	15738	AIMS FUELING SYSTEM FOR NEW POLICE V	04/30/2015	806.61
<b>010-061-1197 OTHER CONTRACTUAL SERVICES</b>					
46750	ARIZONA LANGUAGE SPECIALI	43015	OTHER CONTR. SERV. - COURT	04/30/2015	720.00
342050	LOOMIS	11615671	14/15 Open PO for Armored Car Services -Mes	04/30/2015	338.75
<b>010-061-1740 TELEPHONE</b>					
569000	VERIZON WIRELESS SERVICES	9743881017	TELEPHONE - COURT	04/12/2015	83.00
<b>010-062-1197 OTHER CONTRACTUAL SERVICES</b>					
140000	CITY OF PHOENIX	400779513	OTHER CONTR. SERV. - FIRE	04/02/2015	87,851.18
<b>010-062-1510 AUTOMOTIVE EXPENSES</b>					
530750	SUPREME OIL CO	529807	AUTO EXPENSES - FIRE	04/02/2015	494.39
530750	SUPREME OIL CO	529808	AUTO EXPENSES - FIRE	04/02/2015	483.77
530750	SUPREME OIL CO	529893	AUTO EXPENSES - FIRE	04/06/2015	78.60
530750	SUPREME OIL CO	529957	AUTO EXPENSES - FIRE	04/09/2015	330.17
530750	SUPREME OIL CO	529958	AUTO EXPENSES - FIRE	04/09/2015	548.78
530750	SUPREME OIL CO	529982	AUTO EXPENSES - FIRE	04/13/2015	75.52
530750	SUPREME OIL CO	530094	AUTO EXPENSES - FIRE	04/16/2015	169.51
530750	SUPREME OIL CO	530095	AUTO EXPENSES - FIRE	04/16/2015	429.83
530750	SUPREME OIL CO	530241	AUTO EXPENSES - FIRE	04/23/2015	567.55
<b>10-062-1534 PERSONAL PROTECTIVE EQUIPMENT</b>					
324375	L.N. CURTIS & SONS	5038049	PPE Helmets and Gloves	04/20/2015	2,664.18
380750	MUNICIPAL EMERGENCY SERV	620425SNV	Personal Protective Equipment - Boots	04/10/2015	396.92

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
380750	MUNICIPAL EMERGENCY SERV	620955SNV	Personal Protective Equipment - Boots	04/13/2015	2,039.47
380750	MUNICIPAL EMERGENCY SERV	621883SNV	Personal Protective Equipment - Boots	04/15/2015	339.93
559000	UNITED FIRE EQUIPMENT	610735	Personal Protective Equipment - Turnouts. Tem	04/16/2015	1,258.23
<b>010-062-1595 MEDICAL SUPPLIES</b>					
275250	HENRY SCHEIN INC	18985775	Medical Supplies for FY 14/15 - Tempe Contrac	04/21/2015	3,487.32
<b>010-062-1625 PROGRAM SUPPLIES/EQUIP</b>					
231700	FORMS MANAGEMENT	98816	Fire Department Forms - Various	04/16/2015	1,504.83
<b>010-062-1740 TELEPHONE</b>					
569000	VERIZON WIRELESS SERVICES	9743408427	TELEPHONE - FIRE	04/04/2015	139.00
569000	VERIZON WIRELESS SERVICES	9743881017	TELEPHONE - FIRE	04/12/2015	582.99
<b>010-062-1750 UNIFORMS</b>					
4765	ABSOLUTE SCREEN PRINTING	22386	Station Uniforms	04/21/2015	26.07
4765	ABSOLUTE SCREEN PRINTING	22391	Station Uniforms	04/21/2015	66.61
4765	ABSOLUTE SCREEN PRINTING	22393	Station Uniforms	04/21/2015	147.54
4765	ABSOLUTE SCREEN PRINTING	22420	Station Uniforms	04/22/2015	2.73
4765	ABSOLUTE SCREEN PRINTING	22423	Station Uniforms	04/22/2015	280.80
4765	ABSOLUTE SCREEN PRINTING	22424	Station Uniforms	04/22/2015	211.50
4765	ABSOLUTE SCREEN PRINTING	22429	Station Uniforms	04/22/2015	136.33
4765	ABSOLUTE SCREEN PRINTING	22431	Station Uniforms	04/22/2015	36.06
4765	ABSOLUTE SCREEN PRINTING	22449	Station Uniforms	04/23/2015	401.04
4765	ABSOLUTE SCREEN PRINTING	22514	Station Uniforms	04/27/2015	192.49
4765	ABSOLUTE SCREEN PRINTING	BFD22283	Station Uniforms	04/16/2015	264.51
4765	ABSOLUTE SCREEN PRINTING	BFD22287	Station Uniforms	04/16/2015	16.89
4765	ABSOLUTE SCREEN PRINTING	BFD22291	Station Uniforms	04/16/2015	46.45
4765	ABSOLUTE SCREEN PRINTING	BFD22292	Station Uniforms	04/16/2015	181.97
4765	ABSOLUTE SCREEN PRINTING	BFD22293	Station Uniforms	04/16/2015	161.76
4765	ABSOLUTE SCREEN PRINTING	BFD22327	Station Uniforms	04/17/2015	78.14
4765	ABSOLUTE SCREEN PRINTING	BFD22357	Station Uniforms	04/17/2015	49.15
559000	UNITED FIRE EQUIPMENT	610048	Station Uniforms and Class A Uniforms - Chand	04/08/2015	172.96
559000	UNITED FIRE EQUIPMENT	610864	Station Uniforms and Class A Uniforms - Chand	04/17/2015	155.45
<b>010-062-2011 CAPITAL OUTLAY/IMPROVEMENT</b>					
380750	MUNICIPAL EMERGENCY SERV	620289SNV	Elkhart Nozzles - Fire GPO-COBC#2014-034	04/10/2015	22,645.87
380750	MUNICIPAL EMERGENCY SERV	622282SNV	SCBA's and Nozzles - Contract#2014-017/Fire	04/16/2015	29,004.25
<b>010-069-1110 CONTRACT INSTRUC-SIC</b>					
967	STEPPIN' OUT PERFORMING A	SP1015B	SIC - CONTRACTUAL SERVICES	05/05/2015	5,725.00
<b>010-069-1626 PROGRAM SUPPLIES/EQUIP BASE</b>					
477500	SAM'S CLUB	42315	PROGRAM SUPPLIES - BASE REC - C/S	04/23/2015	48.85
<b>010-069-1627 PROGRAM SUPPLIES/EQUIP GEN REC</b>					
79600	BSN SPORTS	96908006	Equipment	05/01/2015	1,082.31
477500	SAM'S CLUB	42315	PROGRAM SUPPLIES - REC - C/S	04/23/2015	684.32
<b>010-069-1628 PROGRAM SUPPLIES/SPORTS</b>					
130875	CHALLENGER SPORTS	589659	2015 Spring Youth Soccer Uniforms	03/05/2015	5,143.14
130875	CHALLENGER SPORTS	590594	2015 Spring Youth Soccer Uniforms	03/16/2015	26.15
130875	CHALLENGER SPORTS	591272	2015 Spring Youth Soccer Uniforms	03/24/2015	16.95
<b>010-069-1717 SUNDANCE REC CTR CONCESSIONS</b>					
477500	SAM'S CLUB	42315	CONCESSIONS - REC SUNDANCE - C/S	04/23/2015	327.50
<b>010-069-1740 TELEPHONE</b>					
569000	VERIZON WIRELESS SERVICES	9743408427	TELEPHONE - REC - C/S	04/04/2015	34.75
569000	VERIZON WIRELESS SERVICES	9743881017	TELEPHONE - REC - C/S	04/12/2015	373.50
<b>010-070-1740 TELEPHONE</b>					
569000	VERIZON WIRELESS SERVICES	9743881017	TELEPHONE - PARKS - C/S	04/12/2015	80.00
<b>010-070-1825 DUES AND SUBSCRIPTIONS</b>					
235125	GPS GILLISPIE PEST SERVICE	4295	Tree Trimming & Herbicide Application Training	05/01/2015	380.00
<b>010-071-1515 BOOKS - LIBRARY</b>					
80225	BAKER & TAYLOR	4011188693	Opne PO for FY 2014-15 for Library Materials -	04/21/2015	42.05
80225	BAKER & TAYLOR	4011188694	Opne PO for FY 2014-15 for Library Materials -	04/21/2015	76.36
80225	BAKER & TAYLOR	4011188695	Opne PO for FY 2014-15 for Library Materials -	04/21/2015	13.72

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>010-071-1740 TELEPHONE</b>					
569000	VERIZON WIRELESS SERVICES	9743408427	TELEPHONE - LIB - C/S	04/04/2015	69.50
569000	VERIZON WIRELESS SERVICES	9743881017	TELEPHONE - LIB - C/S	04/12/2015	227.50
<b>010-071-2003 BOOKS SUNDANCE CROSSINGS</b>					
80225	BAKER & TAYLOR	2030458126	Opening Day Collection Approved by City Coun	04/07/2015	9.99
80225	BAKER & TAYLOR	2030482633	Opening Day Collection Approved by City Coun	04/08/2015	19.07
80225	BAKER & TAYLOR	2030483845	Opening Day Collection Approved by City Coun	04/08/2015	70.08
80225	BAKER & TAYLOR	2030509353	Opening Day Collection Approved by City Coun	04/15/2015	17.45
80225	BAKER & TAYLOR	2030527933	Opening Day Collection Approved by City Coun	04/21/2015	13.19
80225	BAKER & TAYLOR	2030543197	Opening Day Collection Approved by City Coun	04/25/2015	18.84
80225	BAKER & TAYLOR	2030543199	Opening Day Collection Approved by City Coun	04/27/2015	46.18
80225	BAKER & TAYLOR	2030543207	Opening Day Collection Approved by City Coun	04/24/2015	31.76
<b>010-072-1740 TELEPHONE</b>					
569000	VERIZON WIRELESS SERVICES	9743881017	TELEPHONE - ADMIN - C/S	04/12/2015	41.50
<b>010-072-1978 POSTAGE AND FREIGHT</b>					
435000	POSTMASTER	PERMIT #104	POSTAGE - BULK MAILING -C/S	04/30/2015	3,810.30
<b>010-073-1740 TELEPHONE</b>					
569000	VERIZON WIRELESS SERVICES	9743881017	TELEPHONE - PROCURMENT	04/12/2015	83.00
<b>010-074-1625 PROGRAM SUPPLIES/EQUIP</b>					
184000	DELL MARKETING L.P.	XJP1JW5R8	One Latitude 15 5000 Laptop for Vehicle Mainte	04/29/2015	1,030.66
229300	FLEETPRIDE INC	68233408	FY 14/15 OPEN PO FOR PARTS/SVC- MCC #	04/28/2015	159.51
298975	INTERSTATE BATTERY OF ARI	100361331	BATTERIS FOR VEHICLES/EQUIPMENT Per	04/29/2015	366.30
425850	PHOENIX TIRE INC	311666	FY 14/15 OPEN PO FOR TIRES/SVC-Contract	04/22/2015	619.14
425850	PHOENIX TIRE INC	311671	FY 14/15 OPEN PO FOR TIRES/SVC-Contract	04/21/2015	130.19
425850	PHOENIX TIRE INC	311903	FY 14/15 OPEN PO FOR TIRES/SVC-Contract	04/27/2015	149.45
428700	PIONEER DISTRIBUTING CO IN	274053	FY 14/15 BLANKET PO FOR OIL- CITY OF TU	05/04/2015	196.74
467400	RODEO FORD INC	63133	FY 14/15 OPEN PO FOR PART/SVC - Contract	04/15/2015	75.05
467400	RODEO FORD INC	63206	FY 14/15 OPEN PO FOR PART/SVC - Contract	04/16/2015	679.93
467400	RODEO FORD INC	63396	FY 14/15 OPEN PO FOR PART/SVC - Contract	04/22/2015	78.84
467400	RODEO FORD INC	63736	FY 14/15 OPEN PO FOR PART/SVC - Contract	04/30/2015	15.55
<b>010-074-1740 TELEPHONE</b>					
569000	VERIZON WIRELESS SERVICES	9743881017	TELEPHONE - VEH MAINT	04/12/2015	103.00
<b>010-078-1740 TELEPHONE</b>					
569000	VERIZON WIRELESS SERVICES	9743881017	TELEPHONE - PUB WKS	04/12/2015	166.00
<b>010-079-1740 TELEPHONE</b>					
569000	VERIZON WIRELESS SERVICES	9743881017	TELEPHONE - MARKETING	04/12/2015	83.00
<b>010-080-1610 OFFICE SUPPLIES/EQUIP</b>					
184000	DELL MARKETING L.P.	XJNWWFKM7	Two 22" monitors for Betty Serna. Rec'd GL# fr	04/24/2015	301.99
184000	DELL MARKETING L.P.	XJNX45DJ1	One Optiplex 9020 desktop for Betty Serna - no	04/26/2015	902.31
<b>010-080-1740 TELEPHONE</b>					
569000	VERIZON WIRELESS SERVICES	9743408427	TELEPHONE - COMM DEV'L	04/04/2015	163.75
569000	VERIZON WIRELESS SERVICES	9743881017	TELEPHONE - COMM DEV'L	04/12/2015	581.00
<b>010-080-1932 LEGAL PRINTING AND ADVERTISING</b>					
110500	BUCKEYE VALLEY NEWS	B042315	LEGAL AD - COMM DEV'L	04/23/2015	115.91
<b>010-081-1510 AUTOMOTIVE EXPENSE</b>					
86110	LEN BECKER	42815	AUTO EXPENSE - ECON DEV'L	04/28/2015	99.48
<b>010-082-1197 OTHER CONTRACTUAL SERVICES</b>					
325325	LABOR SYSTEMS	9912211	Open PO for File Clerk for FY14 - 15	04/24/2015	548.53
<b>010-082-1610 OFFICE SUPPLIES/EQUIP</b>					
184000	DELL MARKETING L.P.	XJNX45PF9	Optiplex 9020 Desktop for Josephine Jones - no	04/26/2015	902.31
<b>010-082-1625 PROGRAM SUPPLIES/EQUIP</b>					
254376	ALFRED GONZALES	SAFETY GLAS	PROGRAM SUPPLIES - ENG	04/29/2015	200.00
<b>010-082-1740 TELEPHONE</b>					
569000	VERIZON WIRELESS SERVICES	9743408427	TELEPHONE - ENG	04/04/2015	243.25
569000	VERIZON WIRELESS SERVICES	9743881017	TELEPHONE - ENG	04/12/2015	249.00
<b>10-083-1116 CONTRACTUAL SERVICES</b>					
330450	LAYER 8, LLC	1060	IT Services for City of Buckeye IT projects and/	04/28/2015	2,550.00
330450	LAYER 8, LLC	1062	IT Services for City of Buckeye IT projects and/	05/06/2015	2,550.00

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010-083-1740	330450 LAYER 8, LLC	1064	IT Services for City of Buckeye IT projects and/	05/06/2015	1,105.00
<b>TELEPHONE</b>					
	569000 VERIZON WIRELESS SERVICES	9743408427	TELEPHONE - IT	04/04/2015	208.50
	569000 VERIZON WIRELESS SERVICES	9743881017	TELEPHONE - IT	04/12/2015	305.73
010-085-1740	<b>TELEPHONE</b>				
	569000 VERIZON WIRELESS SERVICES	9743408427	TELEPHONE - CLERK	04/04/2015	104.25
	569000 VERIZON WIRELESS SERVICES	9743881017	TELEPHONE - CLERK	04/12/2015	83.00
010-085-1932	<b>LEGAL PRINTING AND ADVERTISING</b>				
	110500 BUCKEYE VALLEY NEWS	S042315	LEGAL AD - CLERKS	04/23/2015	753.43
010-202-4201	<b>PRELIM PLANS/REP/CIVIL ENG</b>				
	902976 SLV SIENNA HILLS LLC	PLZ1500063 R	PRELIM PLANS/REP/CIVIL ENG	04/22/2015	800.00
030-0216600	<b>VISION INSURANCE</b>				
	31600 AMERITAS LIFE INSURANCE C	MAY 2015	VISION INSURANCE	05/01/2015	3,810.32
035-050-1197	<b>OTHER CONTRACTUAL SERVICES</b>				
	325325 LABOR SYSTEMS	9912208	Open PO for Property & Evidence contractor	04/24/2015	756.24
	582225 PETER M WECHSLER LAW ENF	BPD20154SW	Open PO for Patrol Training. COBC#2013-039 (	04/30/2015	6,000.00
035-050-1625	<b>PROGRAM SUPPLIES/EQUIP</b>				
	67975 AZ FUEL MANAGEMENT SPECI	15742	AIMS FUEL SYSTEM FOR 2015 FORD EXPLO	04/30/2015	283.93
	186300 DESERT EDGE AUTO BODY	4598	Refurbish/Paint Box Truck Vehicle #41502	04/29/2015	3,353.18
	330450 LAYER 8, LLC	1063	Update user interface to RICO data Contract 20	05/06/2015	2,800.00
045-050-1001	<b>WAGES ALLOC FROM GF</b>				
	325325 LABOR SYSTEMS	9912210	Open PO for 3511 Hearing Officer	04/24/2015	700.65
050-050-1740	<b>TELEPHONE</b>				
	569000 VERIZON WIRELESS SERVICES	9743408427	TELEPHONE - AIRPORT	04/04/2015	69.50
	569000 VERIZON WIRELESS SERVICES	9743881017	TELEPHONE - AIRPORT	04/12/2015	41.50
054-050-1197	<b>OTHER CONTRACTUAL SERVICES</b>				
	513925 STANDARD PRINTING COMPAN	242521	14/15 Open PO for automated printing and billin	04/17/2015	68.23
04-050-1625	<b>PROGRAM SUPPLIES/EQUIP</b>				
	493000 DS WATERS OF AMERICA, LP	974430404181	PROGRAM SUPPLIES - SOLID WASTE	04/18/2015	45.68
054-050-1740	<b>TELEPHONE</b>				
	569000 VERIZON WIRELESS SERVICES	9743408427	TELEPHONE - SOLID WASTE	04/04/2015	34.75
	569000 VERIZON WIRELESS SERVICES	9743881017	TELEPHONE - SOLID WASTE	04/12/2015	83.00
057-050-1430	<b>REPAIR AND MAINTENANCE</b>				
	530750 SUPREME OIL CO	529808	AUTO EXPENSES - CEMETERY	04/02/2015	135.86
	530750 SUPREME OIL CO	529893	AUTO EXPENSES - CEMETERY	04/06/2015	16.14
	530750 SUPREME OIL CO	529982	AUTO EXPENSES - CEMETERY	04/13/2015	13.79
	530750 SUPREME OIL CO	530095	AUTO EXPENSES - CEMETERY	04/16/2015	105.63
	530750 SUPREME OIL CO	530241	AUTO EXPENSES - CEMETERY	04/23/2015	66.38
	569000 VERIZON WIRELESS SERVICES	9743881017	TELEPHONE - CEMETERY	04/12/2015	41.50
060-050-1197	<b>OTHER CONTRACTUAL SERVICES</b>				
	513925 STANDARD PRINTING COMPAN	242521	14/15 Open PO for automated printing and billin	04/17/2015	136.45
060-050-1400	<b>SEWER PLANT REPAIRS &amp; MAINT</b>				
	68750 AZ GLOVE & SAFETY	7363820	14/15 Open PO for safety supplies, materials an	04/27/2015	209.71
060-050-1404	<b>SUNDANCE SEWER R&amp;M</b>				
	221875 FERGUSON ENTERPRISES INC	247281	14/15 Open PO for supplies, materials and prod	04/23/2015	1,020.62
	445200 PUEBLO MECHANICAL & CONT	23194	To provide and instal la commercial grade evap	05/05/2015	13,177.25
	493000 DS WATERS OF AMERICA, LP	974430404181	SUNDANCE SEWER R&M	04/18/2015	122.08
	508050 SOUTHWEST WELDING LLC	SW1641	14/15 Open PO for weldin repairs supplies, mat	03/26/2015	275.15
	508050 SOUTHWEST WELDING LLC	SW1713	14/15 Open PO for weldin repairs supplies, mat	04/29/2015	85.00
	551875 USA BLUE BOOK	626876	Maintenance and lab equipment for Sundance	04/23/2015	574.21
	569000 VERIZON WIRELESS SERVICES	9743408427	TELEPHONE - SUNDANCE SEWER R&M	04/04/2015	34.75
060-050-1405	<b>TARTESSO SEWER R&amp;M</b>				
	493000 DS WATERS OF AMERICA, LP	974430404181	TARTESSO SEWER R&M	04/18/2015	122.08
	508050 SOUTHWEST WELDING LLC	SW1641	14/15 Open PO for welding repairs supplies, ma	03/26/2015	342.00
	548225 TRANS WEST ANALYTICAL SE	334575	14/15 Open PO for Chemical Compliance Samp	03/09/2015	577.00
00-050-1510	<b>AUTOMOTIVE EXPENSES</b>				
	428700 PIONEER DISTRIBUTING CO IN	274053	FY 14/15 BLANKET PO FOR OIL	05/04/2015	196.74

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>060-050-1625 PROGRAM SUPPLIES/EQUIP</b>					
493000	DS WATERS OF AMERICA, LP	974430404181	PROGRAM SUPPLIES - SEWER	04/18/2015	183.38
<b>060-050-1740 TELEPHONE</b>					
569000	VERIZON WIRELESS SERVICES	9743408427	TELEPHONE - SEWER	04/04/2015	139.00
569000	VERIZON WIRELESS SERVICES	9743881017	TELEPHONE - SEWER	04/12/2015	281.56
<b>060-050-1750 UNIFORMS</b>					
36850	ARAMARK UNIFORM & CAREE	471886183	14/15 Open PO for Uniforms Sewer- per Agree	04/30/2015	115.04
36850	ARAMARK UNIFORM & CAREE	471886193	14/15 Open PO for Uniforms Sewer- per Agree	04/30/2015	17.28
36850	ARAMARK UNIFORM & CAREE	471886195	14/15 Open PO for Uniforms Sewer- per Agree	04/30/2015	76.73
36850	ARAMARK UNIFORM & CAREE	4731835258	14/15 Open PO for Uniforms Sewer- per Agree	01/01/2015	123.37
36850	ARAMARK UNIFORM & CAREE	4731835276	14/15 Open PO for Uniforms Sewer- per Agree	01/01/2015	14.73
36850	ARAMARK UNIFORM & CAREE	4731835277	14/15 Open PO for Uniforms Sewer- per Agree	01/01/2015	296.98
36850	ARAMARK UNIFORM & CAREE	4731852647	14/15 Open PO for Uniforms Sewer- per Agree	02/12/2015	123.37
36850	ARAMARK UNIFORM & CAREE	4731852665	14/15 Open PO for Uniforms Sewer- per Agree	02/12/2015	49.70
<b>060-050-1825 DUES AND SUBSCRIPTIONS</b>					
51425	ARIZONA WATER COMPANY	MAY 2015	Water Customer information for FY 14/15	05/01/2015	75.00
<b>060-050-1910 FESTIVAL RANCH O&amp;M WRF</b>					
323250	KRUGER INC	15000256RI05	Required filter disc panels to complete both filter	04/17/2015	10,676.33
<b>060-050-2170 RECLAIMED WATER PROJECT</b>					
221750	FELIX CONSTRUCTION COMPA	2014026APP1	DESIGN SERVICES: Effluent Line (Belcat Cent	04/30/2015	32,904.00
221750	FELIX CONSTRUCTION COMPA	2014026APP1	CONSTRUCTION SERVICES: Effluent Line (Be	04/30/2015	576,061.60
<b>061-050-1197 OTHER CONTRACTUAL SERVICES</b>					
342050	LOOMIS	11612334	14/15 Open PO for Armored Car Services -Mes	04/30/2015	411.32
513925	STANDARD PRINTING COMPAN	242521	14/15 Open PO for automated printing and billin	04/17/2015	136.45
<b>061-050-1460 WATER METERS</b>					
221875	FERGUSON ENTERPRISES INC	247198	Open PO for parts and supplies for meter maint	04/26/2015	2,999.86
221875	FERGUSON ENTERPRISES INC	2471981	Open PO for parts and supplies for meter maint	04/28/2015	1.67
388125	NATIONAL METER & AUTOMATI	S1058491001	14/15 Open po for meters - COBC#2011-133. C	02/10/2015	2,011.31
<b>061-050-1461 WATER SYSTEM</b>					
221875	FERGUSON ENTERPRISES INC	247565	Open PO for parts and supplies for distribution s	04/28/2015	15,338.31
221875	FERGUSON ENTERPRISES INC	247947	Open PO for parts and supplies for distribution s	04/29/2015	4,497.38
<b>061-050-1510 AUTOMOTIVE EXPENSES</b>					
229300	FLEETPRIDE INC	68294187	FY 14/15 OPEN PO FOR PARTS/SVC	04/30/2015	70.67
298975	INTERSTATE BATTERY OF ARI	100361171	BATTERIES FOR VEHICLES	04/15/2015	332.81
425850	PHOENIX TIRE INC	311768	FY 14/15 OPEN PO FOR TIRES/SVC	04/27/2015	274.02
467400	RODEO FORD INC	63352	FY 14/15 OPEN PO FOR PART/SVC	04/21/2015	415.70
467400	RODEO FORD INC	6390	FY 14/15 OPEN PO FOR PART/SVC	04/29/2015	42.90
<b>061-050-1625 PROGRAM SUPPLIES/EQUIP</b>					
422850	PETTY CASH - UB	REPLENISH U	PROGRAM SUPPLIES - WATER	04/28/2015	5.78
422850	PETTY CASH - UB	REPLENISH U	PROGRAM SUPPLIES - WATER	04/28/2015	7.64
422850	PETTY CASH - UB	REPLENISH U	PROGRAM SUPPLIES - WATER	04/28/2015	65.32
493000	DS WATERS OF AMERICA, LP	974430404181	PROGRAM SUPPLIES - WATER	04/18/2015	43.10
<b>061-050-1740 TELEPHONE</b>					
569000	VERIZON WIRELESS SERVICES	9743408427	TELEPHONE - WATER	04/04/2015	243.25
569000	VERIZON WIRELESS SERVICES	9743881017	TELEPHONE - WATER	04/12/2015	1,062.50
<b>061-050-1750 UNIFORMS</b>					
36850	ARAMARK UNIFORM & CAREE	471886183	14/15 Open PO for Uniforms Water - per Agree	04/30/2015	4.37
36850	ARAMARK UNIFORM & CAREE	471886193	14/15 Open PO for Uniforms Water - per Agree	04/30/2015	214.62
36850	ARAMARK UNIFORM & CAREE	471886195	14/15 Open PO for Uniforms Water - per Agree	04/30/2015	13.85
36850	ARAMARK UNIFORM & CAREE	471886196	14/15 Open PO for Uniforms Water - per Agree	04/30/2015	14.87
36850	ARAMARK UNIFORM & CAREE	4731835258	14/15 Open PO for Uniforms Water - per Agree	01/01/2015	4.37
36850	ARAMARK UNIFORM & CAREE	4731835276	14/15 Open PO for Uniforms Water - per Agree	01/01/2015	137.77
36850	ARAMARK UNIFORM & CAREE	4731835277	14/15 Open PO for Uniforms Water - per Agree	01/01/2015	53.60
36850	ARAMARK UNIFORM & CAREE	4731835278	14/15 Open PO for Uniforms Water - per Agree	01/01/2015	14.34
36850	ARAMARK UNIFORM & CAREE	4731852647	14/15 Open PO for Uniforms Water - per Agree	02/12/2015	4.37
36850	ARAMARK UNIFORM & CAREE	4731852665	14/15 Open PO for Uniforms Water - per Agree	02/12/2015	8.97
36850	ARAMARK UNIFORM & CAREE	4731852666	14/15 Open PO for Uniforms Water - per Agree	02/12/2015	14.34

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
061-050-1825	DUES AND SUBSCRIPTIONS				
471300	RURAL WATER ASSOCIATION	3907	DUES - WATER	04/01/2015	89.85
061-050-1945	PERMIT FEES				
67000	AZ DEPT WATER RESOURCES	FINAL PET HP	M.C. PERMIT FEES - WATER1	04/30/2015	1,000.00
061-050-2011	CAPITAL OUTLAY/IMPROVEMENT				
58750	AUTO SAFETY HOUSE	164142P	TOOLBOXES FOR (2) 2014 FORD F150'S	04/28/2015	1,192.73
67975	AZ FUEL MANAGEMENT SPECI	15728	AIMS FUELING SYSTEM FOR (2) 2014 FORD	04/30/2015	545.20
070-050-1407	SWEeper PARTS/REPAIR/MAINT				
229300	FLEETPRIDE INC	68059851	FY 14/15 OPEN PO FOR PARTS/SVC	04/20/2015	3.27
229300	FLEETPRIDE INC	68084405	FY 14/15 OPEN PO FOR PARTS/SVC	04/21/2015	79.91
428700	PIONEER DISTRIBUTING CO IN	274053	FY 14/15 BLANKET PO FOR OIL	05/04/2015	196.74
070-050-1510	AUTOMOTIVE EXPENSES				
229300	FLEETPRIDE INC	68263120	FY 14/15 OPEN PO FOR PARTS/SVC	04/29/2015	16.57
298975	INTERSTATE BATTERY OF ARI	100361171	BATTERIES FOR VEHICLES	04/15/2015	332.82
425850	PHOENIX TIRE INC	311624	FY 14/15 OPEN PO FOR TIRES/SVC	04/20/2015	532.73
425850	PHOENIX TIRE INC	311720	FY 14/15 OPEN PO FOR TIRES/SVC	04/16/2015	1,940.19
425850	PHOENIX TIRE INC	311904	FY 14/15 OPEN PO FOR TIRES/SVC	04/28/2015	166.20
070-050-1625	PROGRAM SUPPLIES/EQUIP				
493000	DS WATERS OF AMERICA, LP	974430404181	PROGRAM SUPPLIES - STREETS	04/18/2015	286.64
070-050-1711	STREET LIGHTING O&M				
101275	BROWN WHOLESALE ELECTRI	468466	OPEN PO FY 2014-15 STREET LIGHTING: Re	04/23/2015	779.76
070-050-1713	SIGNS & MARKINGS				
128500	CENTERLINE SUPPLY WEST	72733	OPEN PO for FY 2014-15 Signs & Markings Su	04/13/2015	180.86
128500	CENTERLINE SUPPLY WEST	72814	OPEN PO for FY 2014-15 Signs & Markings Su	04/21/2015	487.35
070-050-1740	TELEPHONE				
569000	VERIZON WIRELESS SERVICES	9743881017	TELEPHONE - STREETS	04/12/2015	526.00
071-050-2135	CONST TS YUMA RD AND 221ST AVE				
467080	ROADWAY ELECTRIC LLC	2014032CON2	Construction Services: Yuma/221st Ave Traffic	02/28/2015	152,152.58
467080	ROADWAY ELECTRIC LLC	2014032CON3	Construction Services: Yuma/221st Ave Traffic	03/31/2015	64,220.92
071-050-2137	CONST TS YUMA RD AND DEAN RD				
467080	ROADWAY ELECTRIC LLC	2014032CON2	Construction Services: Yuma/Dean Rd Traffic Si	02/28/2015	176,893.05
467080	ROADWAY ELECTRIC LLC	2014032CON3	Construction Services: Yuma/Dean Rd Traffic Si	03/31/2015	16,767.04
071-050-2139	CONST TS YUMA RD AND 237TH AVE				
467080	ROADWAY ELECTRIC LLC	2014032CON2	Construction Services: Yuma/237th Ave Traffic	02/28/2015	124,699.39
467080	ROADWAY ELECTRIC LLC	2014032CON2	Construction Services: Yuma/237th Ave Traffic	02/28/2015	.02
467080	ROADWAY ELECTRIC LLC	2014032CON3	Construction Services: Yuma/237th Ave Traffic	03/31/2015	59,801.13
073-050-1918	AZDOHS UASI				
475925	SAFEWARE INC	3461511	LCOA Equalizer Shield Level IIIA PLUS	04/30/2015	2,308.75
475925	SAFEWARE INC	3461511	LCOA 40in Black Nylon Bag	04/30/2015	111.25
475925	SAFEWARE INC	3461511	Shipping	04/30/2015	39.24
074-050-1605	SPACE				
505000	SOUTHWEST GAS	42415	SPACE - GAS - AREA AGENCY	04/24/2015	83.60
558500	UNIFIRST CORPORATION	3151516791	OPEN PO for Aprons, Towels, Mats - Communi	04/29/2015	13.03
074-050-1625	PROGRAM SUPPLIES/OPERAT SVC				
489000	SHAMROCK FOODS COMPANY	13824582	Open PO MILK Delivery - Community Center	04/27/2015	92.05
489000	SHAMROCK FOODS COMPANY	13848347	Open PO MILK Delivery - Community Center	05/04/2015	92.70
555000	U.S. FOOD INC	3009311	Senior Program Food and Non-Food items. US	04/30/2015	1,501.12
555000	U.S. FOOD INC	5888286	Senior Program Food and Non-Food items. US	04/29/2015	27.73
555000	U.S. FOOD INC	CM5909881	Senior Program Food and Non-Food items. US	07/12/2014	21.32-
569000	VERIZON WIRELESS SERVICES	9743881017	TELEPHONE - AREA AGENCY	04/12/2015	20.00
074-050-1854	LTAF II (2012 AAA)				
569000	VERIZON WIRELESS SERVICES	9743881017	LTAF II (2012 AAA FUND)	04/12/2015	20.00
121-050-2011	NEW VEHICLE & EQUIP PURCHASE				
67975	AZ FUEL MANAGEMENT SPECI	15738	AIMS FUELING SYSTEM FOR FIRE AND POLI	04/30/2015	268.88
67975	AZ FUEL MANAGEMENT SPECI	15740	AIMS FUELING SYSTEM FOR FIRE AND POLI	04/30/2015	2,711.46
22-050-1113	CONTRVVC - REVITALIZATION				
267770	HACKETT ADVERTISING PUBLI	COBFEB15	GrowBuckeye.com Website Development Contr	03/03/2015	2,340.00
267770	HACKETT ADVERTISING PUBLI	COBGBFEB	GrowBuckeye.com Website Development Contr	03/03/2015	8,100.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
267770	HACKETT ADVERTISING PUBLI	COBGBMAR15	City Website Redesign Contract No. 2014-010	04/10/2015	10,020.00
267770	HACKETT ADVERTISING PUBLI	COBMCPO1	Consulting Services to create a Master Commu	02/12/2015	12,300.00
491925	SHERPA PUBLIC AFFAIRS	1296	404 Permit for Lower Gila River Floodplain. Prof	04/15/2015	4,900.00
<b>125-050-1791</b>	<b>WORKER'S COMP CLAIMS</b>				
70500	AZ MUNICIPAL RISK RETENTIO	14017183	WORKMEN'S COMP CLAIMS	04/30/2015	1,789.27
Grand Totals:					<u>1,731,465.78</u>

at 20  
5-6-15

Report Criteria:

Invoices with totals above \$0 included.

Only unpaid invoices included.

Invoice.Payment Due Date = {<=}5/06/2015

Invoice Detail.GL Account = "500000000"- "699599999", "492000000"- "493999999", "700000000"- "701999999", "702000000"- "703999999"

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>493-050-6015</b>	<b>DISTRICT OPERATIONS COSTS</b>				
110500	BUCKEYE VALLEY NEWS	20305	DISTRICT OPERATIONS COSTS	05/04/2015	463.64
<b>630-050-1631</b>	<b>RODEO GROUNDS EVENTS</b>				
6995	AZLMRA	50915	DEMO DERBY 5/15	04/15/2015	300.00
420500	PETTY CASH	DERBY DRIVE	DERBY DRIVERS 5/15	04/30/2015	3,600.00
903390	MONTY MATHIS	DEMO DERBY	DEMO DERBY SPRING 2015	05/05/2015	425.00
903547	COLORINA MORROW	DEMO DERBY	DEMO DERBY 5/15	05/05/2015	150.00
903548	RICK BOUNDS	DEMO DERBY	DEMO DERBY 5/15	05/05/2015	150.00
<b>630-050-1632</b>	<b>MARATHON</b>				
515375	STARTLINE SPORTS LLC	1011	MARATHON	02/11/2015	3,500.00
<b>655-050-1625</b>	<b>PROGRAM SUPPLIES/EQUIP</b>				
184000	DELL MARKETING L.P.	XJNWWFTP6	Four 22' monitors for Dr. Saide Rec Center - Pu	04/24/2015	603.99
<b>672-050-2058</b>	<b>FIRE STATION CONSTRUCTION</b>				
418425	PERLMAN ARCHITECTS OF AZ	4095	Design Services for Multiple Firehouses - COB	04/15/2015	4,956.00
Grand Totals:					14,148.63

OK  
5.7.15

Report Criteria:

Invoices with totals above \$0 included.

Only unpaid invoices included.

Invoice.Payment Due Date = {<=}5/6/2015

Invoice Detail.GL Account = "500000000"."699599999","492000000"."4939999999","700000000"."7019999999","702000000"."7039999999"

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
630-050-1631	RODEO GROUNDS EVENTS				
507000	SOUTHWEST RISK SERVICES	38755	RODEO GROUNDS EVENTS	04/10/2015	567.60
Grand Totals:					567.60

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**CITY OF BUCKEYE  
COUNCIL ACTION REPORT**

MEETING DATE:	June 2, 2015	AGENDA ITEM:	* 5A
DATE PREPARED:	May 4, 2015	DISTRICT NO.:	ALL
STAFF LIAISON:	Bob Costello, Fire Chief	DIRECTOR APPROVAL:	BC
DEPARTMENT:	Fire Department	FINANCE APPROVAL:	LDP

Will not be added without both approvals

**ACTION TITLE:** Council to authorize submission of a grant proposal to the Tohono O'odham Nation for the 12% Gaming Distribution Grant Program and authorize the acceptance of any resulting grant award.

WORKSHOP  SPECIAL  CONSENT  NON-CONSENT  TABLED  PUBLIC HEARING

**RECOMMENDATIONS:**

Council to adopt Resolution No. 49-15 authorizing the submission of a grant proposal to the Tohono O'odham Nation, by the Buckeye Fire Department (the "Fire Department"), for training related to the Fire Department's Community Paramedicine Program. Resolution No. 49-15 also authorizes the acceptance of any resulting grant award and the execution of the necessary agreements.

**RELEVANT COUNCIL GOAL:**

GOAL 5: Responsive and Accountable Government and Effective Public Services

GOAL 3: A Well-Planned Urban Community

**SUMMARY**

**PROJECT DESCRIPTION:**

The grant proposal request funding for fire personnel training related to the Fire Department's Community Paramedicine Program.

**BENEFITS:**

Funding received from any resulting grant award will provide training that will enhance the Fire Department's Community Paramedicine Program and ensure that Community Paramedicine Crew Members are adequately trained and providing the best possible customer service to the citizens of Buckeye.

**FUTURE ACTION: (Council and Staff)**

The grant proposal will be submitted prior to the June 12, 2015 deadline. Resolution No. 49-15 will (1) authorize submission of the grant proposal; (2) authorize the acceptance of any resulting grant award and (3) authorize negotiation and execution of the necessary agreement; no later than September 30, 2015. The Fire Department's Project Management Asst. will ensure that all required documentation is submitted within the established deadlines and that the grant award is managed in accordance with the terms set forth in the resulting subgrantee agreement.

**ATTACHMENTS:** *\*\*ADDITIONAL INFORMATION AVAILABLE IN THE OFFICE OF THE CITY CLERK*

Resolution No. 49-15; the Tohono O'odham Nation Request for Proposals and the grant proposal.

**FINANCIAL NARRATIVE:**

For 2015, the Tohono O'odham Nation has chosen to distribute 12% payments directly to local governments. Distribution of monies will occur on or about November 16, 2015. This program should impact primarily FY 2015-2016. No Match.

**CURRENT FISCAL YEAR TOTAL COST (as reflected in motion)**

BUDGETED  UNBUDGETED FISCAL YEAR BUDGET (check one)      F/Y:      2015-2016

FUND / DEPARTMENT (GL#):      [Click here to enter text.](#)

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**RESOLUTION NO. 49-15**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, AUTHORIZING THE SUBMISSION OF A GRANT PROPOSAL TO THE TOHONO O'ODHAM NATION FOR PROPOSITION 202 FUNDING RELATING TO PRIORITY AREAS ESTABLISHED BY THE NATION; AUTHORIZING THE ACCEPTANCE OF ANY RESULTING GRANT AWARD; AND AUTHORIZING THE CITY MANAGER AND THE CITY FIRE CHIEF TO EXECUTE AND DELIVER SAID DOCUMENTS ON BEHALF OF THE CITY.**

**WHEREAS**, the Tohono O'odham Nation (the "Nation") is accepting proposals for Proposition 202 funding from state and local governmental entities for projects in the following priority areas: (a) education; (b) health care; (c) public safety; (d) child advocacy; (e) economic development; and (f) cultural and environmental development and protection; and

**WHEREAS**, the City of Buckeye, Arizona, acting by and through the Buckeye Fire Department (the "City"), desires to submit a grant proposal to the Nation for funding for City projects relating to the priority areas established by the Nation (the "Grant Proposal"); and

**WHEREAS**, the Mayor and the City Council (the "City Council") desire to authorize the submission of the Grant Proposal and the acceptance of any resulting grant funds.

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

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

Section 2. The City Council hereby (i) authorizes the submission of the Grant Proposal, (ii) authorizes the acceptance of any resulting grant award, and (iii) authorizes the execution of any resulting grant agreement relating to the acceptance and administration of the grant funds.

Section 3. The Mayor, the City Manager, the City Clerk, the City Attorney and the City Fire Chief are hereby authorized and directed to execute and submit any and all documents and any other necessary or desirable instruments in connection with the Grant Proposal and to take all steps necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Mayor and City Council of the City of Buckeye, Arizona, this 2nd day of June, 2015.

\_\_\_\_\_  
Jackie A. Meck, Mayor

ATTEST:

\_\_\_\_\_  
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott W. Ruby, City Attorney

**REQUEST FOR PROPOSALS**  
**for the**  
**Arizona Revised Statute 5-601-02**  
**12% Gaming Distribution**  
**Tohono O'odham Nation**

**Background**

In 2002, Arizona eligible voters approved Proposition 202, which implemented a new requirement that Tribal/State Gaming Compacts must include a provision that the compacting tribe would contribute a portion of its annual net gaming revenues (the "Annual Contribution") for the benefit of the general public. Pursuant to Proposition 202, each tribe may determine the recipients of 12 percent of its total Annual Contribution (the "12% Payments"). For fiscal year 2015 the Tohono O'odham Nation has chosen to distribute 12% payments directly to local governments and non-profit organizations.

**Distribution Priority Areas for Fiscal Year 2015**

Proposals must address one or more of the following priority areas:

- a) Education
- b) Health Care
- c) Public Safety
- d) Child Advocacy
- e) Economic Development
- f) Cultural & Environmental Development and Protection

**Proposal**

Proposals shall be limited to 4 pages in length, typewritten in 12 point font. If the proposal is more than 4 pages, only the first 4 pages will be considered. Budgets are required and therefore will be counted as part of the 4 pages. Attachments, such as photos, are not considered as one of the 4 pages. All proposals must be sent via certified mail and **must be postmarked no later than June 12, 2015**. Only one copy per proposal is needed. It is recommended that a copy of the proposal also be sent via e-mail to [matts@simginc.com](mailto:matts@simginc.com). However, providing a copy of the proposal via e-mail alone will not be deemed to have applied properly and only proposals received via certified mail will be considered. Proposals must:

- a) Explain the perceived need and explain how the proposal will address that need.
- b) Describe the population who will benefit from the proposal if approved.
- c) Include a budget of the requested funds, with the total amount requested clearly notated.

- d) List any other funding requests that have been made for this or substantially related proposals and provide the status of those requests.
- e) Indicate whether the entity has already received a 12% distribution from the Tohono O'odham Nation or other Arizona tribes, along with the amount and date awarded.
- f) Identify a designated contact person and alternate contact person for follow-up, including e-mail address, phone number, mailing address, and fax number for these persons.
- g) Indicate which priority area (from the above list) the proposal falls under.
- h) If the proposal is from a non-profit organization, include the name of the city, town, or county an agreement will be made with if funds are granted. A letter from the governmental entity acknowledging its agreement to work with the non-profit is not necessary for the initial proposal. However, it is necessary for those non-profits selected to receive grant funding.

## Requirements

If you, the applicant, are a city, town or county located within the State of Arizona:

- 1) You will need to provide proof or cite some authority that you are authorized to seek and enter into a grant of this nature.
- 2) If selected, you will need to ensure that the government you represent is willing to negotiate and execute the Intergovernmental Agreement (IGA) with the Nation no later than September 30, 2015.

If you, the applicant, are any other non-governmental entity (not-for-profits, fire districts, etc.):

- 1) You will need to enter into an agreement with a city, town or county located within Arizona whereby that city, town, or county will agree to accept the grant funding from the Nation on your behalf. As a non-governmental entity, you bear the responsibility to find a municipality to flow the funding through and the Nation is not responsible for matching you with a government capable of receiving the funding.
- 2) The city, town, or county that has agreed to assist you to receive the grant will be required to enter into a Grant-in-Aid, Fiscal Agent agreement with the Nation in which the city, town, or county agrees to accept the funding on your behalf.

## Timeline

- a) All proposals to be considered must be postmarked no later than June 12, 2015.
- b) Notification of decision will be mailed by August 31, 2015.
- c) Negotiation of Grant-in-Aid Agreements will commence immediately after notification.
- d) Negotiations of the Grant-in-Aid Agreements must be concluded no later than September 30, 2015.
- e) Approval of all Grant-in-Aid Agreements by the Nation and distribution of monies will occur on or about November 16, 2015.

## Submitting Your Proposal / Contact Information

Address and mail all proposals via certified mail to:

Chairman Ned Norris Jr.  
 Tohono O'odham Nation  
 P.O. Box 837  
 Sells, Arizona 85634  
 ATTN: Lanez Valisto  
 (520) 383-2028 telephone  
 (520) 383-3379 fax

***Must be postmarked no later than June 12, 2015  
 Proposals not in compliance with the above procedures will not be  
 considered.***

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## CITY OF BUCKEYE COUNCIL ACTION REPORT

(You may add additional text by double clicking next to the text box or drop down menu)

MEETING DATE:	June 2, 2015	AGENDA ITEM:	*5B.
DATE PREPARED:	April 27, 2015	DISTRICT NO.:	ALL
STAFF LIAISON:	Cheryl Sedig, Director	<b>DIRECTOR APPROVAL:</b>	CS
DEPARTMENT:	Community Services	<b>FINANCE APPROVAL:</b>	LP

Will not be added without both approvals

**ACTION TITLE:** Approving the Renewal of a Memorandum of Understanding between the City of Buckeye and Buckeye Main Street Coalition, Inc., Relating to Economic Development and Revitalization Services, and Authorizing the City Manager to execute and deliver said Renewal Letter.

WORKSHOP  
  SPECIAL  
  CONSENT  
  NON-CONSENT  
  TABLED  
  PUBLIC HEARING

**RECOMMENDATIONS:**

Council to approve the one-year renewal of a Memorandum of Understanding between the City of Buckeye and Buckeye Main Street Coalition, Inc., relating to economic development and revitalization services, and authorizing the City Manager to execute and deliver said renewal letter.

**RELEVANT COUNCIL GOAL:**

GOAL 2: Enhanced Economic Well-Being and Vitality

GOAL 3: A Well-Planned Urban Community

### SUMMARY

**PROJECT DESCRIPTION:**

On June 3, 2014, the Mayor and Council approved the first renewal of the Memorandum of Understanding ("MOU") dated May 21, 2013, between the City of Buckeye and Buckeye Main Street Coalition, Inc. ("Main Street"), relating to economic development services for FY 14-15, ending June 30, 2015. Pursuant to its terms, the MOU may be renewed for up to two additional one-year terms, subject to the prior approval of the Council and subject to availability and appropriation of funds for renewal. This Resolution authorizes the City Manager to execute the Second Renewal Letter, which provides that the MOU will be renewed for FY 15-16, with additional stipulations and services as set forth in the Renewal Letter, including Main Street as follows: Plan, coordinate, execute and sponsor the Old Fashioned 4th of July Celebration and to cover the costs associated with the fireworks (approximately \$10,000 contribution); Plan, coordinate, execute and sponsor the Oktoberfest; Plan, coordinate, execute and sponsor the Glow on Monroe Parade; and subject to securing sufficient additional sponsorships, plan, coordinate and execute the Senior Pro Rodeo and Cattle Drive ("Additional Stipulations"), subject to securing additional sponsorships, for a compensation amount of \$59,400 for this second renewal term. This is the second of two possible renewals of the MOU.

Main Street has worked alongside the City for several years to improve the historic downtown Buckeye. More recently, the Main Street Coalition projects include the renovation to the Benbow Park alley way. In addition to this project, Main Street undertakes activities specified in the scope of services of the MOU, including providing holiday lights and banners along East Monroe Avenue, coordinating and executing three special events in downtown Buckeye, partnering with the City to coordinate and execute the 4th of July event, publishing a newsletter twice annually, and updating their annual work plan and three-year strategic plan for downtown Buckeye with semi-annual presentations to the Council regarding Main Street's progress.

**BENEFITS:**

The services Main Street will perform as part of the MOU will make downtown Buckeye a more welcoming place for visitors. The events that occur in downtown Buckeye, as well as the banners and holiday lights, make downtown more festive, vibrant and enhance the downtown community life.

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**FUTURE ACTION: (Council and Staff)**

As part of its annual work plan, Main Street may present to Council future projects it would like to undertake in FY 15-16. In addition, Main Street will present its progress to Council during scheduled workshops.

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**ATTACHMENTS:** *\*\*ADDITIONAL INFORMATION AVAILABLE IN THE OFFICE OF THE CITY CLERK*

Renewal Letter

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**FINANCIAL NARRATIVE:**

The total requested amount payable to Main Street for this renewal term is \$59,400, which amount is subject to Council approval, rejection, or modification. The requested \$59,400 for FY 15-16 is the same as approved for FY 14-15.

**CURRENT FISCAL YEAR TOTAL COST (as reflected in motion)** \$59,400

BUDGETED  UNBUDGETED FISCAL YEAR BUDGET (check one) F/Y: 15-16

FUND / DEPARTMENT (GL#): 122-050-1115

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To: Buckeye Main Street Coalition, Inc.  
Attn: Ron Noble, Main Street President  
423 East Monroe Avenue

From: Office of the City Manager  
City of Buckeye  
530 East Monroe Avenue

Date: June 1, 2015

Subject: **Buckeye Main Street Coalition, Inc.**  
**FY15/16 Renewal Term**

**SENT VIA HAND DELIVERY**

Mr. Noble:

According to Resolution No. 37-14, the “First Renewal Term” of the Memorandum of Understanding (“MOU”) between the City of Buckeye (the “City”) and Buckeye Main Street Coalition, Inc. (“Main Street”), is in effect until June 30, 2015.

According to Section 1.0 “Term” of the MOU, the MOU may be renewed for up to two additional one-year terms (“Renewal Term”). The Renewal Term shall commence and terminate in concurrence with the City’s fiscal year. The City is recommending a Renewal Term for Fiscal Year 15/16 in the amount of \$59,400 with an understanding that future funding is contingent on the full execution of the scope of services outlined in the MOU and the additional stipulations relating to the scope of services to be performed by Main Street pursuant to Section 2.4 of the MOU, as follows: (see Stipulations below).

Stipulations:

1. Plan, coordinate, execute, and sponsor the Old Fashioned 4<sup>th</sup> of July Celebration, and cover the costs associated with the fireworks (approximately \$10,000 contribution).
2. Plan, coordinate, execute, and sponsor the Octoberfest.
3. Plan, coordinate, execute, and sponsor the Glow on Monroe Parade.
4. Subject to securing sufficient additional sponsorships, plan, coordinate, and execute the Senior Pro Rodeo and Cattle Drive.

The City of Buckeye Police Department will provide security at the aforementioned events at no cost to Main Street.

The City of Buckeye Public Works Department will cover the anticipated costs associated with street closures (i.e. barricades/over-time staffing/street sweeper) at the aforementioned events.

Upon acceptance of this renewal by Main Street, the terms and conditions of the MOU shall remain in full force and effect until June 30, 2016.

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Stephen Cleveland, City Manager

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Date

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Ron Noble, Main Street President

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Date

Cc: City Clerk's Office  
Cheryl Sedig, Community Services Director

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**CITY OF BUCKEYE  
COUNCIL ACTION REPORT**

MEETING DATE:	June 2, 2015	AGENDA ITEM:	7A.
DATE PREPARED:	February 12, 2015	DISTRICT NO.:	ALL
STAFF LIAISON:	Larry D. Price, Finance Director	DIRECTOR APPROVAL:	LDP
DEPARTMENT:	Finance Department	FINANCE APPROVAL:	LDP

Will not be added without both approvals

**ACTION TITLE:** Fiscal Year 2015/2016 Tentative Budget Adoption

WORKSHOP  SPECIAL  CONSENT  NON-CONSENT  TABLED  PUBLIC HEARING

**RECOMMENDATIONS:**

Council to adopt Resolution No. 52-15 adopting the Tentative Budget for Fiscal Year (FY) 2015/2016.

**RELEVANT COUNCIL GOAL:**

Operating Budget Policies and Procedures (Financial Policies), and;  
GOAL 5: Responsive and Accountable Government and Effective Public Services.

**SUMMARY**

**PROJECT DESCRIPTION:**

The publication of budget forms prescribed by Arizona Revised Statutes 42-17101 and 42-17102 along with notice that the City Council will meet for the purpose of public hearing and final adoption of the FY 15-16 Budget on June 16, 2015, and making the tax levy on July 7, 2015 is the first formal step in the annual budget cycle.

The tentative budget resolution with attached budget forms will be available for public review and inspection at the City Library, Clerk's Office, and Finance Department no later than June 4, 2015. It will also be posted to the City's website, [www.buckeyeaz.gov](http://www.buckeyeaz.gov).

**FUTURE ACTION: (Council and Staff)**

Publication of the Tentative Budget Resolution and State budget forms once-a-week for two (2) consecutive weeks  
Public Hearing on the Final Budget on June 16, 2015  
Adoption of FY 15-16 Final Budget on June 16, 2015  
Adoption of FY 15-16 Property Tax Levy on July 7, 2015

**ATTACHMENTS:** *\*\*ADDITIONAL INFORMATION AVAILABLE IN THE OFFICE OF THE CITY CLERK*

Resolution No. 52-15; State Budget Forms

**FINANCIAL NARRATIVE:**

The Tentative Budget estimate for FY 15/16 is \$258,069,054.

BUDGETED  UNBUDGETED FISCAL YEAR BUDGET (check one)

FUND / DEPARTMENT (GL#): Various

**RESOLUTION NO. 52-15**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, MARICOPA COUNTY, ARIZONA, APPROVING AND ADOPTING A TENTATIVE BUDGET FOR FISCAL YEAR 2015-2016.**

**WHEREAS**, in accordance with the provisions of Title 42, Sections 17101 through Sections 17108, of the Arizona Revised Statutes, the City Council did, on the 2nd day of June, 2015 make an estimate of the different amounts required to meet the public expenditures for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of the City of Buckeye; and

**WHEREAS**, it appears that the sums to be raised by primary taxation, as specified therein, do not in aggregate amount exceed that amount as computed in Title 42 of the Arizona Revised Statutes; and

**WHEREAS**, it appears that publication will be duly made as required by law, of said estimates together with a notice that City Council will hold a special meeting on June 16, 2015, at the Buckeye City Hall, at 530 East Monroe Avenue, at 6:00 p.m., for the purpose of hearing taxpayers and approving the final budget as set forth in said estimates; and

**WHEREAS**, it appears that publication will be duly made as required by law, of said estimates together with a notice that City Council will meet on the 7th day of July 2015, at the Buckeye City Hall, at 530 East Monroe Avenue, Buckeye, Arizona 85326, at 6:00 p.m., for the purpose of hearing tax payers and making tax levies as set forth in said estimates; and

**WHEREAS**, the tentative budget is available for viewing at the Buckeye City Hall, located at 530 East Monroe Avenue, Buckeye, Arizona 85326, at the Buckeye Public Library, Downtown Branch, located at 310 North Sixth Street, Buckeye, Arizona 85326; the Buckeye Public Library, Coyote Branch, located at 21699 West Yuma Road, Buckeye, Arizona 85326; and on the City's official website at [www.buckeyeaz.gov](http://www.buckeyeaz.gov).

**NOW, THEREFORE, BE IT RESOLVED**, that said estimates of revenues and expenditures shown on the attached schedules are hereby adopted as the Tentative Budget for Fiscal Year 2015-2016 and the City Clerk is hereby directed to publish the estimates of expenses and notice of the public hearing as required by law.

**PASSED AND ADOPTED** by the Mayor and City Council of the City of Buckeye, Arizona, this 2nd day of June, 2015.

\_\_\_\_\_  
Jackie A. Meck, Mayor

ATTEST:

\_\_\_\_\_  
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott W. Ruby, City Attorney

**CITY OF BUCKEYE**  
**Summary Schedule of Estimated Revenues and Expenditures/Expenses**  
**Fiscal Year 2016**

Fiscal Year	S c h	FUNDS						
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Enterprise Funds Available	Total All Funds	
2015	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	60,505,701	18,371,219	1,211,756	59,237,365	45,723,981	185,050,022
2015	Actual Expenditures/Expenses**	E	45,423,913	10,590,481	488,000	8,823,764	22,709,234	88,035,392
2016	Fund Balance/Net Position at July 1***		21,212,673	3,984,101	64,000	27,999,523	15,825,224	69,085,521
2016	Primary Property Tax Levy	B	5,763,043	0	0	0	0	5,763,043
2016	Secondary Property Tax Levy	B	0	0	0	0	0	0
2016	Estimated Revenues Other than Property Taxes	C	46,483,400	8,322,108	235,000	26,741,942	101,438,040	183,220,490
2016	Other Financing Sources	D	0	0	0	0	56,000,000	56,000,000
2016	Other Financing (Uses)	D	0	0	0	0	56,000,000	56,000,000
2016	Interfund Transfers In	D	0	5,188,839	0	2,515,830	0	7,704,669
2016	Interfund Transfers (Out)	D	6,604,669	0	0	0	1,100,000	7,704,669
2016	Total Financial Resources Available		66,854,447	17,495,048	299,000	57,257,295	116,163,264	258,069,054
2016	Budgeted Expenditures/Expenses	E	66,854,447	17,495,048	299,000	57,257,295	116,163,264	258,069,054

**EXPENDITURE LIMITATION COMPARISON**

	2015	2016
1. Budgeted expenditures/expenses	\$ 185,050,022	\$ 258,069,054
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	185,050,022	258,069,054
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	\$ 185,050,022	\$ 258,069,054
6. EEC expenditure limitation	\$ 185,050,022	\$ 258,069,054

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

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

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

**CITY OF BUCKEYE**  
**Tax Levy and Tax Rate Information**  
**Fiscal Year 2016**

	<b>2015</b>	<b>2016</b>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ 5,975,291	\$ 6,325,260
2. Amount received from primary property taxation in the <b>current year</b> in excess of the sum of that year's maximum allowable primary property tax lev. A.R.S. §42-17102(A)(18)	\$ -	
3. Property tax levy amounts		
A. Primary property taxes	\$ 5,332,600	\$ 5,763,043
B. Secondary property taxes		
C. Total property tax levy amounts	\$ 5,332,600	\$ 5,763,043
4. Property taxes collected*		
A. Primary property taxes		
(1) <b>Current</b> year's levy	\$ -	
(2) Prior years' levies	-	
(3) Total primary property taxes	\$ -	
B. Secondary property taxes		
(1) <b>Current</b> year's levy	\$ -	
(2) Prior years' levies	-	
(3) Total secondary property taxes	\$ -	
C. Total property taxes collected	\$ -	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	1.8011	1.8000
(2) Secondary property tax rate	-	-
(3) Total city/town tax rate	1.8011	1.8000
B. Special assessment district tax rates		
Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating <u>27</u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

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

**CITY OF BUCKEYE**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2016**

SOURCE OF REVENUES	ESTIMATED REVENUES 2015	ACTUAL REVENUES* 2015	ESTIMATED REVENUES 2016
<b>GENERAL FUND</b>			
10 Local Sales Taxes	\$ 17,217,322	\$ 19,757,223	\$ 21,798,200
10 Local Government	534,465	839,188	861,000
10 State Shared Revenues	12,554,496	12,601,250	12,996,589
10 Building & Planning Fees	4,415,660	4,677,019	4,627,208
10 Charges For Services	1,796,900	1,995,823	1,563,585
10 Franchise Fees & Leases	2,713,100	2,542,964	2,690,688
10 Operating Interest Revenues	357,340	350,022	350,030
10 Grants/ Donations/ Sponsorships	11,132	13,948	11,700
10 All Other Operating Revenues	1,773,400	1,539,361	1,584,400
<b>Total General Fund</b>	<b>\$ 41,373,815</b>	<b>\$ 44,316,799</b>	<b>\$ 46,483,400</b>
<b>SPECIAL REVENUE FUNDS</b>			
32 Fill The Gap	\$ -	\$ 1,023	\$ 1,000
33 JCEF Fund	3,000	5,132	4,500
34 Court Special Fund	15,000	16,005	15,000
35 RICO Fund	602,500	339,625	602,700
40 Fireman's Fund	-	1,357	1,300
41 BYB Fund	-	165	165
42 MAG/ADOT Projects Fund	280,500	-	200,500
43 CDBG Projects Fund	690,750	14,503	638,810
45 Towing/Impound Fund	85,000	133,396	134,000
51 Airport Improvement Fund	1,327,500	794,850	-
57 Cemetery Improvement Fund	16,045	20,168	22,530
59 Sundance Water Recharge Fund	1,150	8,971	7,950
70 Highway User Revenue Fund	3,043,233	3,183,781	3,478,363
71 Streets Improvement Fund	-	35,731	-
73 Police Department Grants Fund	314,773	86,803	659,000
74 Area Agency (AAA)	173,418	329,386	173,400
75 Fire Dept Grants Fund	480,679	237,761	1,418,909
76 Park Grants Fund	37,000	57,462	164,500
78 Sundance Crossings	274,000	287,736	280,000
80 Transient Lodging Tax	-	-	60,000
121 Replacement Reserve Fund	10,425	25,703	10,000
122 Economic Development	-	-	214,000
125 Risk Management Retention Fund	76,707	263,036	-
180 DwnTwn Revital	19,534	19,695	19,534
492 Miller Road ID O&M Fund	40,500	55,731	-
493 Jackrabbit Swr O&M	400	548	600
550 SLID Operations Fund	238,940	204,868	215,347
<b>Total Special Revenue Funds</b>	<b>\$ 7,731,054</b>	<b>\$ 6,123,436</b>	<b>\$ 8,322,108</b>
<b>DEBT SERVICE FUNDS</b>			
701 Miller Road ID Debt Service Fund	\$ 438,000	\$ 451,341	\$ -
703 Jackrabbit Trail Sewer ID Debt Svc Fund	235,000	235,000	235,000
<b>Total Debt Service Funds</b>	<b>\$ 673,000</b>	<b>\$ 686,341</b>	<b>\$ 235,000</b>

**CITY OF BUCKEYE**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2016**

SOURCE OF REVENUES	ESTIMATED REVENUES 2015	ACTUAL REVENUES* 2015	ESTIMATED REVENUES 2016
<b>CAPITAL PROJECTS FUNDS</b>			
46 Special Districts	\$ 20,000,000	\$ -	\$ 20,000,000
79 Rodeo Grounds	-	-	58,000
100 Impact Fees-Parks & Recreation	300	67	-
101 Impact Fees-Library	150	26	-
103 Impact Fees-General Government	150	31	-
104 Impact Fees-Streets	300	371	-
105 Impact Fees-Water System Improvement Fd	425	601	-
106 Impact Fees-Sewer System Improvement Fd	120	45	-
107 Impact Fees-Fire	275	48	-
160 Impact Fees Parks & Rec	350,100	61,025	-
161 Impact Fees Library	55,020	9,079	-
162 Impact Fees Police	210,015	30,570	-
163 Impact Fees Fire	500,125	80,612	-
164 Impact Fees Streets	200,050	14,127	-
165 Impact Fees Water	29,623	8,235	-
166 Impact Fees Waste Water	354,524	21,037	-
170 Parks & Rec Imp Fees	-	287,684	288,000
171 Library Impact Fees	-	162,774	164,000
172 Streets Impact Fees	-	77,839	78,000
173 Public Safety Imp Fees	-	774,370	775,000
174 Water Impact Fees	-	310,447	311,000
175 Wastewater Impact Fees	-	208,968	210,700
610 Roadway Construction Fund	1,108,291	-	-
630 CIP-Parks and Library	58,000	112,738	90,000
640 CIP Road Projects	700,000	-	-
672 CIP-Fire	4,767,242	-	4,767,242
<b>Total Capital Projects Funds</b>	<b>\$ 28,334,710</b>	<b>\$ 2,160,696</b>	<b>\$ 26,741,942</b>
<b>ENTERPRISE FUNDS</b>			
50 Aviation Enterprise	\$ 299,028	\$ 388,263	\$ 295,300
54 Solid Waste Enterprise	4,309,004	4,398,516	4,761,683
60 Wastewater (Sewer) Utility Enterprise	5,729,200	5,493,796	13,393,721
61 Water Utility Enterprise	21,538,870	10,829,418	82,987,336
<b>Total Enterprise Funds</b>	<b>\$ 31,876,102</b>	<b>\$ 21,109,993</b>	<b>\$ 101,438,040</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 109,988,681</b>	<b>\$ 74,397,265</b>	<b>\$ 183,220,490</b>

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

**CITY OF BUCKEYE**  
**Other Financing Sources/<Uses> and Interfund Transfers**  
**Fiscal Year 2016**

FUND	OTHER FINANCING 2016		INTERFUND TRANSFERS 2016	
	SOURCES	<USES>	IN	<OUT>
<b>GENERAL FUND</b>				
Area Agency (AAA)	\$ -	\$ -	\$ -	\$ 410,856
Rodeo Grounds	-	-	-	157,640
Replacement Reserve	-	-	-	933,000
Economic Development	-	-	-	639,400
Risk Mgt Retention	-	-	-	874,540
Jackrabbit Swr O&M	-	-	-	2,665
Roadway Const	-	-	-	600,000
CIP Facilities	-	-	-	200,000
CIP Road Proj	-	-	-	158,190
Transit Programs	-	-	-	101,915
Auto & Tech	-	-	-	1,560,000
Tech Life Cycle	-	-	-	557,363
Non-Constr Improv Projects	-	-	-	400,000
Roosevelt Imp Dist	-	-	-	9,100
<b>Total General Fund</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,604,669</b>
<b>SPECIAL REVENUE FUNDS</b>				
Airport Improv	\$ -	\$ -	\$ 100,000	\$ -
Area Agency (AAA)	-	-	410,856	-
Replacement Reserve	-	-	933,000	-
Economic Development	-	-	639,400	-
Risk Mgt Retention	-	-	874,540	-
Jackrabbit Swr O&M	-	-	2,665	-
Transit Programs	-	-	101,915	-
Auto & Tech	-	-	1,560,000	-
Tech Life Cycle	-	-	557,363	-
Roosevelt Imp Dist	-	-	9,100	-
<b>Total Special Revenue Funds</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,188,839</b>	<b>\$ -</b>
<b>CAPITAL PROJECTS FUNDS</b>				
Roadway Const	\$ -	\$ -	\$ 1,000,000	\$ -
Roadway Const	-	-	600,000	-
Non-Constr Improv Projects	-	-	400,000	-
CIP Facilities	-	-	200,000	-
CIP Road Proj	-	-	158,190	-
Rodeo Grounds	-	-	157,640	-
<b>Total Capital Projects Funds</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,515,830</b>	<b>\$ -</b>
<b>ENTERPRISE FUNDS</b>				
Airport Opns	\$ -	\$ -	\$ -	\$ 100,000
Solid Waste	-	-	-	1,000,000
Water	56,000,000	56,000,000	-	-
<b>Total Enterprise Funds</b>	<b>\$ 56,000,000</b>	<b>\$ 56,000,000</b>	<b>\$ -</b>	<b>\$ 1,100,000</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 56,000,000</b>	<b>\$ 56,000,000</b>	<b>\$ 7,704,669</b>	<b>\$ 7,704,669</b>

**CITY OF BUCKEYE**  
**Expenditures/Expenses by Fund**  
**Fiscal Year 2016**

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015	ACTUAL EXPENDITURES/ EXPENSES* 2015	BUDGETED EXPENDITURES/ EXPENSES 2016
<b>GENERAL FUND</b>				
50 Manager	\$ 794,980	\$ -	\$ 737,134	\$ 908,117
51 Non-departmental	4,832,848	177,352	5,010,200	7,113,700
52 Mayor & Council	565,882	-	513,274	645,316
54 Finance	951,233	-	944,299	1,093,066
55 Human Resources	832,298	-	746,497	828,451
60 Police	14,054,645	(144,181)	13,910,464	16,205,939
61 Court	768,794	-	718,061	731,625
62 Fire	10,886,890	(80,198)	10,602,362	11,620,155
69 Recreation	962,648	8,958	971,606	1,168,856
70 Parks	931,277	-	624,119	710,502
71 Library	1,683,378	-	1,069,907	1,088,377
72 Community Services Admin	692,655	-	656,936	713,906
73 Procurement	284,533	-	466,988	642,053
74 Fleet	860,604	-	789,420	969,147
78 Public Works Admin	676,746	-	642,652	631,501
79 Marketing and Communications	215,528	38,069	253,597	328,481
80 Community Development	2,307,332	-	2,255,887	2,706,156
81 Economic Development	352,135	-	342,863	387,633
82 Engineering	2,825,798	-	1,668,870	2,181,996
83 Information Technology	1,132,519	-	1,062,229	1,539,607
85 Clerk	519,812	-	371,929	540,193
89 Debt Service	1,071,920	-	1,064,620	1,142,892
95 Reserves/Contingency	12,301,246	-	-	12,956,779
<b>Total General Fund</b>	<b>\$ 60,505,701</b>	<b>\$ 0</b>	<b>\$ 45,423,913</b>	<b>\$ 66,854,447</b>
<b>SPECIAL REVENUE FUNDS</b>				
32 Fill The Gap	\$ 25,787	\$ -	\$ -	\$ 31,052
33 JCEF	31,994	-	-	43,686
34 Court Special Fund	67,524	-	-	90,683
35 RICO	602,500	-	450,704	602,700
37 VALUE Kids	3,479	-	-	3,479
38 Buckeye Explorer	10,311	-	-	10,069
40 Volunteer Firemen's	255,097	-	1,828	286,874
41 BYB Fund	3,613	-	333	2,265
42 MAG/ADOT Proj	280,500	-	-	200,500
43 CDBG	825,463	-	84,000	758,298
45 Towing/Impound	218,980	-	57,000	358,998
51 Airport Improv	1,327,500	-	837,000	100,000
57 Cemetery	216,799	-	26,603	214,458
59 Sundance Wtr Rechg	160,000	-	-	601,489
66 APS/SRP Mitigation	92,304	-	-	93,164
70 HURF	3,427,888	-	3,003,373	3,895,292
71 Streets Improv	2,373,963	-	1,438,000	1,065,373
73 Police Grants	424,362	-	145,000	663,088
74 Area Agency (AAA)	564,553	-	629,899	584,256
75 Fire Grants	500,000	-	185,000	1,524,996
76 Park Grants	120,283	-	10,500	309,614
78 Sundance Crossings	525,900	-	82,800	701,520
80 Transient Lodging Tax	-	-	-	60,000
121 Replacement Reserve	1,414,210	-	1,445,000	943,000
122 Economic Development	583,800	-	221,900	853,400
125 Risk Mgt Retention	1,402,308	-	807,590	874,540

**CITY OF BUCKEYE**  
**Expenditures/Expenses by Fund**  
**Fiscal Year 2016**

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015	ACTUAL EXPENDITURES/ EXPENSES* 2015	BUDGETED EXPENDITURES/ EXPENSES 2016
<b>SPECIAL REVENUE FUNDS continued</b>				
185 Heritage Park	78,110	-	-	78,110
492 Miller Rd O&M	118,717	-	50,376	-
493 Jackrabbit Swr O&M	7,591	-	2,907	3,286
550 SLID Opns	303,853	-	241,567	260,848
641 Transit Programs	17,198	-	-	111,000
650 Auto & Tech	2,350,000	-	860,000	1,560,000
655 Tech Life Cycle	-	-	-	600,000
706 Roosevelt Imp Dist	36,632	-	9,100	9,010
<b>Total Special Revenue Funds</b>	\$ 18,371,219	\$ -	\$ 10,590,481	\$ 17,495,048
<b>DEBT SERVICE FUNDS</b>				
701 Miller Rd Debt	840,730	-	317,000	-
703 Jackrabbit Swr Debt	371,026	-	171,000	299,000
<b>Total Debt Service Funds</b>	\$ 1,211,756	\$ -	\$ 488,000	\$ 299,000
<b>CAPITAL PROJECTS FUNDS</b>				
46 Special Districts	\$ 20,000,000	\$ (1,589,267)	\$ -	\$ 20,000,000
68 Future Road Improvement	-	-	-	2,130,384
79 Rodeo Grounds	-	-	-	215,640
100 Pks & Rec Impact Fees	2,874,608	-	280,000	2,499,739
101 Library Impact Fees	5,915	1,414,085	1,420,000	48,964
103 Gen Govt Impact Fees	724,818	20,182	745,000	167,515
104 Streets Impact Fees	3,182,379	-	100,000	2,969,860
105 Wtr Sys Improv	4,965,420	-	-	4,965,907
106 Swr Improv	4,047,593	-	808,989	3,242,573
107 Fire Impact Fees	975,333	-	340,175	622,736
160 Impact Fees Parks & Rec	1,433,070	-	-	1,356,818
161 Impact Fees Library	207,554	-	-	198,923
162 Impact Fees Police	1,280,623	-	818,000	-
163 Impact Fees Fire	1,894,591	-	35,000	1,691,451
164 Impact Fees Streets	657,968	-	-	523,154
165 Impact Fees Water	111,203	-	-	147,572
166 Impact Fees Waste Water	1,121,240	-	-	823,817
170 Parks & Rec Imp Fees	-	-	-	575,684
171 Library Impact Fees	-	-	-	326,774
172 Streets Impact Fees	-	-	-	155,839
173 Public Safety Imp Fees	-	-	-	1,549,370
174 Water Impact Fees	-	-	-	621,447
175 Wastewater Impact Fees	-	-	-	419,668
610 Roadway Const	4,762,486	-	1,905,000	3,421,404
615 CIP Gen	10,144	-	-	-
625 CIP Facilities	-	125,000	125,000	200,000
630 CIP Pks & Library	3,366,300	-	501,000	2,701,738
640 CIP Road Proj	1,000,000	-	75,600	304,198
660 Non-Constr Improv Projects	440,000	30,000	470,000	400,000
672 CIP Fire	6,176,120	-	1,200,000	4,976,120
<b>Total Capital Projects Funds</b>	\$ 59,237,365	\$ -	\$ 8,823,764	\$ 57,257,295
<b>ENTERPRISE FUNDS</b>				
50 Airport Opns	\$ 367,450	-	310,682	380,659
54 Solid Waste	4,737,840	-	4,013,313	5,452,250
60 Sewer	8,140,004	-	5,908,688	16,707,660
61 Water	32,478,687	-	12,476,551	93,622,695
<b>Total Enterprise Funds</b>	\$ 45,723,981	\$ -	\$ 22,709,234	\$ 116,163,264
<b>TOTAL ALL FUNDS</b>	\$ 185,050,022	\$ 0	\$ 88,035,392	\$ 258,069,054

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

**CITY OF BUCKEYE**  
**Full-Time Employees and Personnel Compensation**  
**Fiscal Year 2016**

<b>FUND</b>	<b>Full-Time Equivalent (FTE) 2016</b>	<b>Employee Salaries and Hourly Costs 2016</b>	<b>Retirement Costs 2016</b>	<b>Healthcare Costs 2016</b>	<b>Other Benefit Costs 2016</b>	<b>Total Estimated Personnel Compensation 2016</b>
<b>GENERAL FUND</b>	343.05	\$ 24,754,850	\$ 3,476,930	\$ 4,110,460	\$ 2,354,144	\$ 34,696,384
<b>SPECIAL REVENUE FUNDS</b>						
	27.50	\$ 1,121,700	\$ 129,537	\$ 286,947	\$ 157,868	\$ 1,696,052
<b>Total Special Revenue Funds</b>	<u>27.50</u>	<u>\$ 1,121,700</u>	<u>\$ 129,537</u>	<u>\$ 286,947</u>	<u>\$ 157,868</u>	<u>\$ 1,696,052</u>
<b>ENTERPRISE FUNDS</b>						
	80.75	\$ 4,170,019	\$ 483,723	\$ 993,780	\$ 524,027	\$ 6,171,549
<b>Total Enterprise Funds</b>	<u>80.75</u>	<u>\$ 4,170,019</u>	<u>\$ 483,723</u>	<u>\$ 993,780</u>	<u>\$ 524,027</u>	<u>\$ 6,171,549</u>
<b>TOTAL ALL FUNDS</b>	<u>451.30</u>	<u>\$ 30,046,569</u>	<u>\$ 4,090,190</u>	<u>\$ 5,391,187</u>	<u>\$ 3,036,039</u>	<u>\$ 42,563,985</u>

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**CITY OF BUCKEYE  
COUNCIL ACTION REPORT**

(You may add additional text by double clicking next to the text box or drop down menu)

MEETING DATE:	2 June 2015	AGENDA ITEM:	7B.
DATE PREPARED:	5 May 2015	DISTRICT NO.:	ALL
STAFF LIAISON:	Scott W. Lowe, Larry Price	DIRECTOR APPROVAL:	SWL
DEPARTMENT:	Public Works/Finance	FINANCE APPROVAL:	LP

Will not be added without both approvals

**ACTION TITLE:** Resolution 50-15 SLID #1, comprised of Sun City Festival Units A1 and B1; SLID-2006-001, comprised of Vista De Montana Phase 1A, 1B, 2, 3; SLID 2006-003, comprised of Blue Horizons; SLID 2006-007, comprised of Festival Foothills Phase 1; SLID 2006-008, comprised of Festival Foothills Phase 2; SLID 2006-009, comprised of Crystal Vista; SLID 2006-011, comprised of Sun City Festival Units C1 through H1 and Unit V1; SLID 2006-015, comprised of Riata West Unit 2; SLID 2006-016, comprised of Sonoran Vista Units 1 and 2; SLID 2006-017, comprised of Riata West Unit 1; SLID 2006-019, comprised of Sun City Festival Units K1, O1, M1, and R1; SLID 2007-001, comprised of Sundance Parcel 27; SLID 2007-002, comprised of Sundance Parcel 25; SLID 2007-003, comprised of Sundance Parcel 26; SLID 2007-010, comprised of Watson Estates; SLID 2007-013, comprised of Sun City Festival Units I1 and P1; SLID 2007-021, comprised of Sun City Festival Unit J1; SLID 2009-02A, comprised of Watson Marketplace; SLID 2011-001, comprised of Sundance/Yuma Commercial; SLID 2012-002 comprised of Sienna Hills; and SLID 2013-002, comprised of Sun City Festival Parcel L1 (City of Buckeye, Arizona) (the "Districts"); adopting tentative budgets for FY2015-16 Street Lighting Improvement Districts (SLID) and setting dates for public hearings.

WORKSHOP  
  SPECIAL  
  CONSENT  
  NON-CONSENT  
  TABLED  
  PUBLIC HEARING

**RECOMMENDATIONS:**

Council to adopt Resolution 50-15 SLID #1, comprised of Sun City Festival Units A1 and B1; SLID-2006-001, comprised of VISTA DE MONTANA Phase 1A, 1B, 2, 3; SLID 2006-003, comprised of Blue Horizons; SLID 2006-007, comprised of Festival Foothills Phase 1; SLID 2006-008, comprised of Festival Foothills Phase 2; SLID 2006-009, comprised of Crystal Vista; SLID 2006-011, comprised of Sun City Festival Units C1 through H1 and Unit V1; SLID 2006-015, comprised of Riata West Unit 2; SLID 2006-016, comprised of Sonoran Vista Units 1 and 2; SLID 2006-017, comprised of Riata West Unit 1; SLID 2006-019, comprised of Sun City Festival Units K1, O1, M1, and R1; SLID 2007-001, comprised of Sundance Parcel 27; SLID 2007-002, comprised of Sundance Parcel 25; SLID 2007-003, comprised of Sundance Parcel 26; SLID 2007-010, comprised of Watson Estates; SLID 2007-013, comprised of Sun City Festival Units I1 and P1; SLID 2007-021, comprised of Sun City Festival Unit J1; SLID 2009-02A, comprised of Watson Marketplace; SLID 2011-001, comprised of Sundance/Yuma Commercial; SLID 2012-002 comprised of Sienna Hills; and SLID 2013-002, comprised of Sun City Festival Parcel L1 (City of Buckeye, Arizona) (the "Districts"); approving the tentative budget of the Street Lighting Improvement Districts for the fiscal year beginning July 1, 2015 and ending June 30, 2016, and setting hearing dates for adoption of the final budget and establishing the annual assessment.

**RELEVANT COUNCIL GOAL:**

GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability  
 GOAL 4: Adequate, Well-Maintained and Well-Planned Public Infrastructure

**SUMMARY**

**PROJECT DESCRIPTION:**

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

**BENEFITS:**

The establishment and operation of SLIDs contributes to community safety by ensuring that streets are well lighted and that street lights are maintained.

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**FUTURE ACTION: (Council and Staff)**

Council action to adopt final budget scheduled for June 16, 2015. Council action to establish annual assessment scheduled for July 7, 2015.

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**ATTACHMENTS:** *\*\*ADDITIONAL INFORMATION AVAILABLE IN THE OFFICE OF THE CITY CLERK*

Resolution 50-15 [SLID #1, SLID-2006-001, SLID 2006-003, SLID 2006-007, SLID 2006-008, SLID 2006-009, SLID 2006-011, SLID 2006-015, SLID 2006-016, SLID 2006-017, SLID 2006-019, SLID 2007-001, SLID 2007-002, SLID 2007-003, SLID 2007-010, SLID 2007-013, SLID 2007-021, SLID 2009-02A, SLID 2011-001, SLID 2012-002, AND SLID 2013-002,]

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**FINANCIAL NARRATIVE:**

Revenues will come from property tax proceeds semi-annually

**CURRENT FISCAL YEAR TOTAL COST (as reflected in motion)** \$209,102.85

BUDGETED  UNBUDGETED FISCAL YEAR BUDGET (check one) F/Y: 2015-2016

FUND / DEPARTMENT (GL#): Fund 550 [SLID  
Operations]

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**RESOLUTION NO. 50-15**

**RESOLUTION OF THE GOVERNING BODY OF THE STREET LIGHTING IMPROVEMENT DISTRICT SLID #1, COMPRISED OF SUN CITY FESTIVAL UNITS A1 AND B1; SLID-2006-001, COMPRISED OF VISTA DE MONTANA PHASE 1A, 1B, 2, 3; SLID 2006-003, COMPRISED OF BLUE HORIZONS; SLID 2006-007, COMPRISED OF FESTIVAL FOOTHILLS PHASE 1; SLID 2006-008, COMPRISED OF FESTIVAL FOOTHILLS PHASE 2; SLID 2006-009, COMPRISED OF CRYSTAL VISTA; SLID 2006-011, COMPRISED OF SUN CITY FESTIVAL UNITS C1 THROUGH H1 AND UNIT V1; SLID 2006-015, COMPRISED OF RIATA WEST UNIT 2; SLID 2006-016, COMPRISED OF SONORAN VISTA UNITS 1 AND 2; SLID 2006-017, COMPRISED OF RIATA WEST UNIT 1; SLID 2006-019, COMPRISED OF SUN CITY FESTIVAL UNITS K1, O1, M1, AND R1; SLID 2007-001, COMPRISED OF SUNDANCE PARCEL 27; SLID 2007-002, COMPRISED OF SUNDANCE PARCEL 25; SLID 2007-003, COMPRISED OF SUNDANCE PARCEL 26; SLID 2007-010, COMPRISED OF WATSON ESTATES; SLID 2007-013, COMPRISED OF SUN CITY FESTIVAL UNITS I1 AND P1; SLID 2007-021, COMPRISED OF SUN CITY FESTIVAL UNIT J1; SLID 2009-02A, COMPRISED OF WATSON MARKETPLACE; SLID 2011-001, COMPRISED OF SUNDANCE/YUMA COMMERCIAL; SLID 2012-002, COMPRISED OF SIENNA HILLS; AND SLID 2013-002, COMPRISED OF SUN CITY FESTIVAL PARCEL L1 (CITY OF BUCKEYE, ARIZONA) , APPROVING THE TENTATIVE BUDGETS OF THE AFOREMENTIONED STREET LIGHTING DISTRICTS FOR THE FISCAL YEAR 2014-15 BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016, SETTING A HEARING DATE FOR THE BUDGETS AND ESTABLISHING THE ANNUAL ASSESSMENT.**

**BE IT RESOLVED** by the Governing Body of the Street Lighting Improvement District SLID #1, comprised of Sun City Festival Units A1 and B1; SLID-2006-001, comprised of VISTA DE MONTANA Phase 1A, 1B, 2, 3; SLID 2006-003, comprised of Blue Horizons; SLID 2006-007, comprised of Festival Foothills Phase 1; SLID 2006-008, comprised of Festival Foothills Phase 2; SLID 2006-009, comprised of Crystal Vista; SLID 2006-011, comprised of Sun City Festival Units C1 through H1 and Unit V1; SLID 2006-015, comprised of Riata West Unit 2; SLID 2006-016, comprised of Sonoran Vista Units 1 and 2; SLID 2006-017, comprised of Riata West Unit 1; SLID 2006-019, comprised of Sun City Festival Units K1, O1, M1, and R1; SLID 2007-001, comprised of Sundance Parcel 27; SLID 2007-002, comprised of Sundance Parcel 25; SLID 2007-003, comprised of Sundance Parcel 26; SLID 2007-010, comprised of Watson Estates; SLID 2007-013, comprised of Sun City Festival Units I1 and P1; SLID 2007-021, comprised of Sun City Festival Unit J1; SLID 2009-02A, comprised of Watson Marketplace; SLID 2011-001, comprised of Sundance/Yuma Commercial; SLID 2012-002 comprised of Sienna Hills; and SLID 2013-002, comprised of Sun City Festival Parcel L1 (City of Buckeye, Arizona) (the "Districts") as follows:

Section 1. The statements and schedules of expenses of each street lighting improvement district referenced above, attached hereto as Exhibit A-1 through Exhibit A-21, inclusive, and incorporated by reference herein, are hereby approved for the purpose as hereinafter set forth as the tentative budgets for the Street Lighting Improvement Districts: SLID #1, SLID-2006-001, SLID 2006-003, SLID 2006-007, SLID 2006-008, SLID 2006-009, SLID 2006-011, SLID 2006-015, SLID 2006-016, SLID 2006-017, SLID 2006-019, SLID 2007-001, SLID 2007-002, SLID 2007-003, SLID 2007-010, SLID 2007-013, SLID 2007-021, SLID 2009-02A, SLID 2011-001, SLID 2012-002, and SLID 2013-002 (City of Buckeye, Arizona) for the fiscal year 2015-16. The statements and estimates of the expenses for each District (the "*District Expenditures*") will be to be paid from annual assessments collected in each District, are hereby filed with the Clerk.

Section 2. Each Clerk is authorized and directed to cause to be mailed to the governing body of the City and published in the manner prescribed by law, a notice that each District will meet for the purpose of conducting a final hearing for each District's taxpayers on the statements and estimates of each District's Expenditures filed with the applicable Clerk and on the adoption of the fiscal year 2015-16 Annual Budget for the District; said hearing to be conducted on June 16, 2015, beginning at the hour of 6:00 p.m. in the Council Chambers at City Hall, 530 E. Monroe Avenue, Buckeye, Arizona 85326, with final approval of each District's annual assessment levy on July 7, 2015, at the City Council Chambers located at 530 East Monroe Avenue, Buckeye, Arizona 85326, at 6:00 p.m.

[SIGNATURE IS ON FOLLOWING PAGE]

**PASSED AND ADOPTED** by the Governing Body of the Street Lighting Improvement District #1, comprised of Sun City Festival Units A1 and B1 on June 2, 2015.

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Jackie A. Meck, Mayor

ATTEST:

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Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

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Scott W. Ruby, City Attorney

**PASSED AND ADOPTED** by the Governing Body of the Street Lighting Improvement District 2006-001, comprised of Vista De Montana Phase 1A, 1B, 2 and 3, on June 2, 2015.

---

Jackie A. Meck, Mayor

ATTEST:

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Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

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Scott W. Ruby, City Attorney

**PASSED AND ADOPTED** by the Governing Body of the Street Lighting Improvement District 2006-003, comprised of Blue Horizons, on June 2, 2015.

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Jackie A. Meck, Mayor

ATTEST:

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Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

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Scott W. Ruby, City Attorney

**PASSED AND ADOPTED** by the Governing Body of the Street Lighting Improvement District 2006-007, comprised of Festival Foothills Phase 1, on June 2, 2015.

---

Jackie A. Meck, Mayor

ATTEST:

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Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

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Scott W. Ruby, City Attorney

**PASSED AND ADOPTED** by the Governing Body of the Street Lighting Improvement District 2006-008, comprised of Festival Foothills Phase 2, on June 2, 2015.

---

Jackie A. Meck, Mayor

ATTEST:

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Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

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Scott W. Ruby, City Attorney

**PASSED AND ADOPTED** by the Governing Body of the Street Lighting Improvement District 2006-009, comprised of Crystal Vista, on June 2, 2015.

---

Jackie A. Meck, Mayor

ATTEST:

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Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

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Scott W. Ruby, City Attorney

**PASSED AND ADOPTED** by the Governing Body of the Street Lighting Improvement District 2006-011, comprised of Sun City Festival Units C1 through H1 and Unit V1, on June 2, 2015.

\_\_\_\_\_  
Jackie A. Meck, Mayor

ATTEST:

\_\_\_\_\_  
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott W. Ruby, City Attorney

**PASSED AND ADOPTED** by the Governing Body of the Street Lighting Improvement District 2006-015, comprised of Riata West Unit 2, on June 2, 2015.

---

Jackie A. Meck, Mayor

ATTEST:

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Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

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Scott W. Ruby, City Attorney

**PASSED AND ADOPTED** by the Governing Body of the Street Lighting Improvement District 2006-016, comprised of Sonoran Vista Units 1 and 2, on June 2, 2015.

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Jackie A. Meck, Mayor

ATTEST:

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Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

---

Scott W. Ruby, City Attorney

**PASSED AND ADOPTED** by the Governing Body of the Street Lighting Improvement District 2006-017, comprised of Riata West Unit 1, on June 2, 2015.

---

Jackie A. Meck, Mayor

ATTEST:

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Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

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Scott W. Ruby, City Attorney

**PASSED AND ADOPTED** by the Governing Body of the Street Lighting Improvement District 2006-019, comprised of Sun City Festival Units K1, O1, M1, and R1, on June 2, 2015.

\_\_\_\_\_  
Jackie A. Meck, Mayor

ATTEST:

\_\_\_\_\_  
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott W. Ruby, City Attorney

**PASSED AND ADOPTED** by the Governing Body of the Street Lighting Improvement District 2007-001, comprised of Sundance Parcel 27, on June 2, 2015.

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Jackie A. Meck, Mayor

ATTEST:

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Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

---

Scott W. Ruby, City Attorney

**PASSED AND ADOPTED** by the Governing Body of the Street Lighting Improvement District 2007-002, comprised of Sundance Parcel 25, on June 2, 2015.

---

Jackie A. Meck, Mayor

ATTEST:

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Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

---

Scott W. Ruby, City Attorney

**PASSED AND ADOPTED** by the Governing Body of the Street Lighting Improvement District 2007-003, comprised of Sundance Parcel 26, on June 2, 2015.

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Jackie A. Meck, Mayor

ATTEST:

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Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

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Scott W. Ruby, City Attorney

**PASSED AND ADOPTED** by the Governing Body of the Street Lighting Improvement District 2007-010, comprised of Watson Estates on June 2, 2015.

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Jackie A. Meck, Mayor

ATTEST:

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Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

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Scott W. Ruby, City Attorney

**PASSED AND ADOPTED** by the Governing Body of the Street Lighting Improvement, District 2007-013, comprised of Sun City Festival Units II and P1 on June 2, 2015.

\_\_\_\_\_  
Jackie A. Meck, Mayor

ATTEST:

\_\_\_\_\_  
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott W. Ruby, City Attorney

**PASSED AND ADOPTED** by the Governing Body of the Street Lighting Improvement District 2007-021, comprised of Sun City Festival Unit J1, on June 2, 2015.

---

Jackie A. Meck, Mayor

ATTEST:

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Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

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Scott W. Ruby, City Attorney

**PASSED AND ADOPTED** by the Governing Body of the Street Lighting Improvement District 2009-02A, comprised of Watson Marketplace, on June 2, 2015.

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Jackie A. Meck, Mayor

PATTEST:

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Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

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Scott W. Ruby, City Attorney

**PASSED AND ADOPTED** by the Governing Body of the Street Lighting Improvement District 2011-001, comprised of Sundance/Yuma Commercial, on June 2, 2015.

---

Jackie A. Meck, Mayor

ATTEST:

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Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

---

Scott W. Ruby, City Attorney

**PASSED AND ADOPTED** by the Governing Body of the Street Lighting Improvement District 2012-002, comprised of Sienna Hills, on June 2, 2015.

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Jackie A. Meck, Mayor

ATTEST:

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Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

---

Scott W. Ruby, City Attorney

**PASSED AND ADOPTED** by the Governing Body of the Street Lighting Improvement District 2013-002, comprised of Sun City Festival Parcel L1, on June 2, 2015.

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Jackie A. Meck, Mayor

ATTEST:

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Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

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Scott W. Ruby, City Attorney

**EXHIBIT A**

**ANNUAL STATEMENTS AND ESTIMATES OF EXPENSES OF THE SLIDS**

<b>DISTRICT #</b>	<b>District Name</b>	<b>Parcels in District</b>	<b>Common Area/Exempt Parcels</b>	<b>Buckeye Levied Parcels in District</b>	<b>FY 14-15 Budget</b>	<b>FY 15-16 Budget</b>	<b>Buckeye FY15-16 LEVY PER PARCEL</b>
23550	SLID #1 Operations	463	0	463	\$ 26,828.12	\$ 27,330.89	\$ 59.03
23604	2006-SLID-001	559	57	502	\$ 15,888.30	\$ 15,943.52	\$ 31.76
23664	2006-SLID-003	1897	1	1896	\$ 20,723.28	\$ 20,818.08	\$ 10.98
23627	2006-SLID-007	455	0	455	\$ 14,905.80	\$ 14,960.40	\$ 32.88
23647	2006-SLID-008	374	7	367	\$ 3,930.57	\$ 3,945.25	\$ 10.75
23677	2006-SLID-009	311	0	311	\$ 3,380.57	\$ 3,393.01	\$ 10.91
23612	2006-SLID-011	829	1	828	\$ 29,592.72	\$ 29,683.80	\$ 35.85
23603	2006-SLID-015	495	42	453	\$ 13,164.18	\$ 13,209.48	\$ 29.16
23646	2006-SLID-016	596	58	538	\$ 14,886.46	\$ 14,940.26	\$ 27.77
23602	2006-SLID-017	472	37	435	\$ 9,809.25	\$ 9,844.05	\$ 22.63
23640	2006-SLID-019	599	0	599	\$ 10,456.74	\$ 12,309.45	\$ 20.55
23656	2007-SLID-001	162	0	162	\$ 2,732.94	\$ 3,776.22	\$ 23.31
23655	2007-SLID-002	117	5	112	\$ 2,357.60	\$ 2,365.44	\$ 21.12
23652	2007-SLID-003	118	7	111	\$ 1,347.54	\$ 1,719.39	\$ 15.49
23657	2007-SLID-010	869	1	868	\$ 8,254.68	\$ 8,280.72	\$ 9.54
23648	2007-SLID-013	351	4	347	\$ 3,655.68	\$ 3,705.96	\$ 10.68
23658	2007-SLID-021	177	0	177	\$ 4,349.91	\$ 4,364.82	\$ 24.66
23737	2009-SLID-02A	12	0	12	\$ 760.56	\$ 5,222.04	\$ 435.17
23696	2011-SLID-001	2	0	2	\$ 1,453.52	\$ 1,458.28	\$ 729.14
23709	2012-SLID-002	444	16	428	\$ 1,048.06	\$ 8,829.64	\$ 20.63
23736	2013-SLID-002	97	0	97	\$ 5,130.33	\$ 3,002.15	\$ 30.95

**\*Represents the estimated cost of electricity, the only expense of the District.**

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## CITY OF BUCKEYE COUNCIL ACTION REPORT

MEETING DATE:	June 2, 2015	AGENDA ITEM:	7C.
DATE PREPARED:	May 12, 2015	DISTRICT NO.:	ALL
STAFF LIAISON:	Nancy Love – HR Dir.	<b>DIRECTOR APPROVAL:</b>	NLL
DEPARTMENT:	Human Resources	<b>FINANCE APPROVAL:</b>	LDP

Will not be added without both approvals

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**ACTION TITLE:** Cigna Health Insurance Renewal FY15/16

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WORKSHOP  SPECIAL  CONSENT  NON-CONSENT  TABLED  PUBLIC HEARING

---

**RECOMMENDATIONS:**

Council to approve Resolution 57-15 Cigna Health Insurance renewal of:

1. 18.6% increase with deductible changes: OR
2. 14.12% increase with co-pay and deductible changes: OR
3. 14.69% increase with two plans to select from, co-pay and deductible changes, offers a High Deductible plan option

And provide direction on City-Employee premium cost sharing arrangement for FY 15/16

---

**RELEVANT COUNCIL GOAL:**

GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

GOAL 5: Responsive and Accountable Government and Effective Public Services

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### SUMMARY

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**PROJECT DESCRIPTION:**

The City of Buckeye has been extremely fortunate over the past several years as it relates to health insurance premium renewals. It has not been uncommon for valley municipalities, as well as private sector companies to receive premium increases above 20%, however over the past 5 fiscal years, the city has averaged a 4.24% increase. This number factors in the 10% decrease in health insurance premiums received for FY14/15, which was primarily a result of taking our benefits package out to bid. Our employees should also be commended for taking an active role in their healthcare. Utilizing in-network physicians and facilities and participating in wellness events offered by the city, have a direct impact on keeping our increases to a minimum.

Insurance premiums are calculated using on a number of variables, including, but not limited to; organizational size, number of covered lives, age and gender of employees, health insurance plan design (HMO, PPO, etc.), utilization, premiums paid vs. claims paid, and claims experience. Our claims experience over the past few years has been exceptionally low. In other words, we have had relatively few high dollar claims. Unfortunately that was not the case during the previous rating period. During calendar year 2014 we had 26 high dollar claims ranging from \$25,000.00 to \$250,000.00.

As a result of our claims experience, as well as some Affordable Care Act mandates, our renewal for FY15/16 is 18.6%.

Each year Human Resources staff, along with our Benefits Consultant – Segal Company, evaluates the plan design of our health insurance product and looks for ways to further enhance the coverage and/or reduce any premium

increase. Potential plan design changes are then weighed against any corresponding out of pocket cost to the employee.

In order to share information and receive employee input on our Cigna renewal, Human Resources staff met with a group of employees to discuss possible plan design changes as well as premium cost sharing arrangements. The employee committee was provided with a copy of our current plan design and premium information as well as three (3) Cigna plan design options and information on the Arizona Metropolitan Trust (AzMT) plan. The AzMT plan is an insurance pool made up of the City of Avondale, City of El Mirage, City of Apache Junction and the Town of Youngtown.

After reviewing the information, the committee agreed that the AzMT plan was not in the City or employee's best interest at this time. Although monthly premiums were lower, employee out of pocket costs, such as deductibles, co-insurance and co-payments were higher.

The committee then reviewed the three (3) Cigna plan design options, in comparison to our current plan design. Brief descriptions of the three (3) options are as follows; please see Attachment A for more detailed information:

#### Option 1 – 18.6% premium increase

Current plan design with

- Increase to In and Out of Network deductibles
- Increase to In and Out of Network out of pocket maximums

#### Option 2 – 14.12% premium increase

Current plan design with

- Increase to In and Out of Network deductibles
- Increase to In and Out of Network out of pocket maximums
- \$5.00 increase to frequently used co-pay services such as primary care office visits, specialist office visits, chiropractic office visit
- \$15.00 increase in urgent care co-pays

#### Option 3 – 14.69% premium increase

Two plan options to select from

1. Current plan design with same deductible and co-pay increases as Option 2
2. High Deductible Health Plan with a Health Reimbursement Account

At the conclusion of the discussion committee members stated their desire would be to stay with our current plan design, with no change to employee's per pay period contribution amount. Their decision was based primarily on receiving a bonus but no merit increase in FY14/15, lack of information regarding potential pay adjustments for FY15/16, and an increase in Public Safety Retirement employee contributions for police and fire personnel in FY15/16.

During the meeting the committee discussed budget implications of the city absorbing the full cost of the 18.6% increase. They expressed their appreciation of Council's previous actions of bearing the full burden of prior year's increases. Based on the budget discussion, the committee agreed that their second choice would be Cigna's Option 2, which would increase deductibles and some co-payments, but would reduce the overall premium increase to 14.12%.

Although the employee committee primarily discussed their desire to have the City absorb the full cost of any premium increase, staff has provided other cost sharing arrangements for considerations. The options provided in Attachment B are as follows:

- Scenario 1 - City and Employee split the increase 50/50
- Scenario 2 – City and Employee share the increase – City pays 85% and Employee pays 15%

- Scenario 3 – Employee pays 100% of the increase
- Scenario 4 – City pays 100% of the increase

A summary of changes, as well as premiums and cost sharing arrangements can be found in Attachment A and Attachment B.

The City has historically paid approximately 87% of the employee only premium and approximately 85% of the dependent premium.

Regarding other employee benefits, our dental plans are increasing approximately 7%. There will be no increase in premiums for our vision coverage. Both dental and vision are paid for 100% by the employee.

Staff is requesting Council direction on plan design and employer/employee cost sharing arrangement for FY15/16.

---

**BENEFITS:**

Providing a comprehensive benefit package plays a significant role in the recruitment and retention of employees.

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**FUTURE ACTION: (Council and Staff)**

Human Resources staff will conduct our Annual Open Enrollment which provides employees an opportunity to add or delete dependents, and enroll, change or drop insurance coverage.

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**ATTACHMENTS:** *\*\*ADDITIONAL INFORMATION AVAILABLE IN THE OFFICE OF THE CITY CLERK*

Attachment A – Plan design changes

Attachment B – Premium cost sharing arrangements

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**FINANCIAL NARRATIVE:**

Based on the plan design and cost sharing arrangement approved by Council, the financial impact of the Cigna insurance renewal could be between \$332,000.00 and \$902,000.00 for FY15/16. Finance Director, Larry Price included the City paying the full 18.6% increase in the draft budget documents.

**CURRENT FISCAL YEAR TOTAL COST (as reflected in motion)**

[Click here to enter text.](#)

BUDGETED    UNBUDGETED FISCAL YEAR BUDGET (check one)   F/Y:   15/16

FUND / DEPARTMENT (GL#):   Various

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**RESOLUTION NO. 57-15**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING THE CIGNA HEALTH INSURANCE PLAN RENEWAL BETWEEN THE CITY OF BUCKEYE AND CIGNA RELATING TO HEALTH INSURANCE BENEFITS FOR CITY EMPLOYEES; AUTHORIZING THE MAYOR OR CITY MANAGER TO EXECUTE AND DELIVER SAID RENEWAL.**

**WHEREAS**, on June 3, 2014, the City of Buckeye and CIGNA entered into an agreement to provide health insurance for City employees; and

**WHEREAS**, the agreement provides for renewal options on an annual basis; and

**WHEREAS**, after negotiations with CIGNA, three (3) different options of renewal were presented; and

**WHEREAS**, in addition to the three (3) different health insurance plan renewal options, four (4) different payment options were considered.

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

Section 1.

□ Option number 1, as set forth in the City of Buckeye Council Action Report, dated May 12, 2015, on file with the City Clerk, consisting of an 18.6% premium increase with a deductible change, as set forth in Attachment A to the Council Action Report, is hereby approved.

□ Option number 2, as set forth in the City of Buckeye Council Action Report, dated May 12, 2015, on file with the City Clerk, consisting of an 14.12% premium increase with co-pay and deductible changes, as set forth in Attachment A to the Council Action Report, is hereby approved.

□ Option number 3, as set forth in the City of Buckeye Council Action Report, dated May 12, 2015, on file with the City Clerk, consisting of an 14.69% premium increase with two plans for employees to select from, with co-pay and deductible changes, offering a high deductible plan option, as set forth in Attachment A to the Council Action Report, is hereby approved.

Section 2: The increase in premium costs referred to in Section 1 above shall be paid as follows:

□ Option A, the City and employees shall split the increase 50/50; or

- Option B, the City and employee shall share the increase with the City paying 85% and the employee paying 15%; or
- Option C, the employee shall pay 100% of the increase; or
- Option D, the City shall pay 100% of the increase;

all as more fully explained in the City of Buckeye Council Action Report on file with the City Clerk.

Section 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of the documents discussed herein and to take all steps necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Mayor and City Council of the City of Buckeye, Arizona, this 2nd day of June, 2015.

\_\_\_\_\_  
Jackie A. Meck, Mayor

ATTEST:

\_\_\_\_\_  
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott W. Ruby, City Attorney

## Cigna - Plan Design Changes Proposed FY15/16

Option 1 – 18.6% premium increase - minimal plan design changes

Deductibles	Current		Proposed 18.6% Increase Plan	
	In-Network	Out-Network	In-Network	Out-Network
Single	\$250	\$750	\$500	\$1,000
Family	\$500	\$1,500	\$1,000	\$2,000
Out of Pocket Maximums	Current		Proposed 18.69 Increase Plan	
	In-Network	Out-Network	In-Network	Out-Network
Single	\$1,000	\$2,500	\$1,500	\$3,000
Family	\$2,000	\$5,000	\$3,000	\$6,000

Option 2 – 14.12% premium increase – deductible and co-pay changes (not inclusive)

Deductibles	Current		Proposed 14.12% Increase Plan	
	In-Network	Out-Network	In-Network	Out-Network
Single	\$250	\$750	\$500	\$1,500
Family	\$500	\$1,500	\$1,000	\$3,000
Out of Pocket Maximums	Current		Proposed 14.12% Increase Plan	
	In-Network	Out-Network	In-Network	Out-Network
Single	\$1,000	\$2,500	\$1,500	\$3,000
Family	\$2,000	\$5,000	\$3,000	\$7,000
Service	Current		Proposed 14.12% Increase Plan	
Primary Care Office Visit	\$20		\$25	
Specialist Office Visit	\$35		\$40	
Maternity Office Visit	\$20		\$25	
Maternity Specialist Office Visit	\$35		\$40	
Chiropractic Office Visit	\$35		\$40	
Urgent Care	\$35		\$40	

Option 3 – 14.69% premium increase – deductible and co-pay changes (not inclusive) + a High Deductible Plan

Deductibles	Current		Proposed 14.69% Increase Plan	
	In-Network	Out-Network	In-Network	Out-Network
Single	\$250	\$750	\$500	\$1,500
Family	\$500	\$1,500	\$1,000	\$3,000
Out of Pocket Maximums	Current		Proposed 14.69% Increase Plan	
	In-Network	Out-Network	In-Network	Out-Network
Single	\$1,000	\$2,500	\$1,500	\$3,000
Family	\$2,000	\$5,000	\$3,000	\$7,000
Service	Current		Proposed 14.69% Increase Plan	
Primary Care Office Visit	\$20		\$25	
Specialist Office Visit	\$35		\$40	
Maternity Office Visit	\$20		\$25	
Maternity Specialist Office Visit	\$35		\$40	
Chiropractic Office Visit	\$35		\$40	
Urgent Care	\$35		\$40	

High Deductible Plan with Health Reimbursement Plan  
Suggested Employer HRA contribution of \$750.00 single \$1,500 monthly

Deductibles	Proposed 14.69% Increase Plan	
	In-Network	Out-Network
Single	\$1,500	\$3,000
Family	\$3,000	\$6,000
Out of Pocket Maximums	Proposed 14.69% Increase Plan	
	In-Network	Out-Network
Single	\$3,000	\$9,000
Family	\$6,000	\$18,000
All services	10% after deductible	50% after deductible



**Scenario #4**

**CITY PAYS FULL Cost of Increase**

	Option 1			Option 2						Option 3											
	Current Total Premium	Employee Monthly Cost	City Monthly Cost	18.6% Increase Option #1 Total Prem	Increase Between Current and FY14/15			Employee Monthly Cost (No Change)	City Monthly Cost (Paying 100% of Increase)	14.12% Increase Option #2 Total Prem	Increase Between Current and FY14/15			Employee Monthly Cost (No Change)	City Monthly Cost (Paying 100% of Increase)	14.69% Increase Option #3 Total Prem	Increase Between Current and FY15/16			Employee Monthly Cost (No Change)	City Monthly Cost (Paying 100% of Increase)
Employee Only	\$519.49	\$60.00	\$459.49	\$616.10	\$96.61			\$60.00	\$556.10	\$592.83	\$73.34			\$60.00	\$532.83	HP \$604.69	\$85.20			\$60.00	\$544.69
Emp. & Spouse	\$935.08	\$149.62	\$785.46	\$1,108.98	\$173.90			\$149.62	\$959.36	\$1,067.09	\$132.01			\$149.62	\$917.47	\$1,088.43	\$153.35			\$149.62	\$938.81
Emp. & Child(ren)	\$883.13	\$141.30	\$741.83	\$1,047.37	\$164.24			\$141.30	\$906.07	\$1,007.80	\$124.67			\$141.30	\$866.50	\$1,027.96	\$144.83			\$141.30	\$886.66
Family	\$1,428.59	\$231.36	\$1,197.23	\$1,694.27	\$265.68			\$231.36	\$1,462.91	\$1,630.27	\$201.68			\$231.36	\$1,398.91	\$1,662.88	\$234.29			\$231.36	\$1,431.52
Employee Only																LP \$519.29				\$51.51	\$467.78
Emp. & Spouse																\$930.77				\$127.98	\$802.79
Emp. & Child(ren)																\$879.34				\$120.91	\$758.43
Family																\$1,419.40				\$197.44	\$1,221.96

	Cost to City - based on current enrollment										
	Current	18.6% Option #1			14.12% Option #2			14.69% Option #3			
	50/50 Split	85%/15%	100% City	50/50 Split	85%/15%	100% City	50/50 Split	85%/15%	100% City		
EE	\$41,354.10	\$45,701.55	\$48,745.80	\$50,049.00	\$44,654.40	\$46,964.61	\$47,954.70	\$40,669.29	\$43,084.71	\$44,119.89	High Plan
EE&S	\$37,702.08	\$41,875.68	\$44,797.20	\$46,049.28	\$40,870.32	\$43,088.09	\$44,038.56	\$37,071.59	\$39,379.72	\$40,368.83	
EE&C	\$37,091.50	\$41,197.50	\$44,071.70	\$45,303.50	\$40,208.00	\$42,389.98	\$43,325.00	\$36,640.80	\$38,922.10	\$39,899.70	
Fam	\$225,079.24	\$250,053.16	\$267,537.16	\$275,027.08	\$244,037.16	\$257,309.96	\$262,995.08	\$222,129.38	\$235,987.63	\$241,926.88	
EE								\$3,880.53	\$4,110.93	\$4,210.02	Low Plan
EE&S								\$3,686.35	\$3,915.75	\$4,013.95	
EE&C								\$3,482.70	\$3,699.40	\$3,792.15	
Fam								\$21,316.10	\$22,645.72	\$23,217.24	
Monthly	\$341,226.92	\$378,827.89	\$405,151.86	\$416,428.86	\$369,769.88	\$389,752.63	\$398,313.34	\$368,876.74	\$391,745.96	\$401,548.66	
Annually	\$4,094,723.04	\$4,545,934.68	\$4,861,822.32	\$4,997,146.32	\$4,437,238.56	\$4,677,031.60	\$4,779,760.08	\$4,426,520.82	\$4,700,951.50	\$4,818,583.92	
Total Increase Over FY14/15		\$451,211.64	\$767,099.28	\$902,423.28	\$342,515.52	\$582,308.56	\$685,037.04	\$331,797.78	\$606,228.46	\$723,860.88	

**Option #3**

Add'l Costs: \$4.94/mo. HRA admin fee (not included)  
 - City contributions to HRA (not included)  
 - Consultant suggested \$750 ee/\$1,500 fam annually

**SPLIT increase amount 50/50 between Employee and City**

	Current Total Premium	Employee Monthly Cost	City Monthly Cost	18.6% Increase Option #1 Total Prem	Difference (Increase) Between Current and FY15/16	50% of Difference (Monthly Increase)	Employee Monthly Cost Split Increase	City Monthly Cost Split Increase	14.12% Increase Option #2 Total Prem	Difference (Increase) Between Current and FY15/16	50% of Difference (Monthly Increase)	Employee Monthly Cost Split Increase	City Monthly Cost Split Increase	14.69% Increase Option #3 Total Prem	Difference (Increase) Between Current and FY15/16	50% of Difference (Monthly Increase)	Employee Monthly Cost Split Increase	City Monthly Cost Split Increase	EE % Pd to calculate LP deduction
Employee Only	\$519.49	\$60.00	\$459.49	\$616.10	\$96.61	\$48.31	\$108.30	\$507.80	\$592.83	\$73.34	\$36.67	\$96.67	\$496.16	HP \$604.69	\$85.20	\$42.60	\$102.60	\$502.09	16.97%
Emp. & Spouse	\$935.08	\$149.62	\$785.46	\$1,108.98	\$173.90	\$86.95	\$236.57	\$872.41	\$1,067.09	\$132.01	\$66.00	\$215.62	\$851.47	HP \$1,088.43	\$153.35	\$76.68	\$226.30	\$862.13	20.79%
Emp. & Child(ren)	\$883.13	\$141.30	\$741.83	\$1,047.37	\$164.24	\$82.12	\$223.42	\$823.95	\$1,007.80	\$124.67	\$62.34	\$203.64	\$804.16	HP \$1,027.96	\$144.83	\$72.42	\$213.72	\$814.24	20.79%
Family	\$1,428.59	\$231.36	\$1,197.23	\$1,694.27	\$265.68	\$132.84	\$364.20	\$1,330.07	\$1,630.27	\$201.68	\$100.84	\$332.20	\$1,298.07	HP \$1,662.88	\$234.29	\$117.15	\$348.50	\$1,314.38	20.96%
Employee Only														LP \$519.29			\$88.12	\$431.17	
Emp. & Spouse														LP \$930.77			\$193.50	\$737.27	
Emp. & Child(ren)														LP \$879.34			\$182.80	\$696.54	
Family														LP \$1,419.40			\$297.50	\$1,121.90	

**EMPLOYEE PAYS FULL Cost of Increase**

	Current Total Premium	Employee Monthly Cost	City Monthly Cost	18.6% Increase Option #1 Total Prem	Difference (Increase) Between Current and FY14/15		Employee Monthly Cost (Paying 100% of increase)	City Monthly Cost (No Change)	14.12% Increase Option #2 Total Prem	Difference (Increase) Between Current and FY14/15		Employee Monthly Cost (Paying 100% of increase)	City Monthly Cost (No Change)	14.69% Increase Option #3 Total Prem	Difference (Increase) Between Current and FY15/16		Employee Monthly Cost (Paying 100% of Increase)	City Monthly Cost (No Change)	EE % Pd to calculate LP deduction
Employee Only	\$519.49	\$60.00	\$459.49	\$616.10	\$96.61		\$156.61	\$459.49	\$592.83	\$73.34		\$133.34	\$459.49	HP \$604.69	\$85.20		\$145.20	\$459.49	24.01%
Emp. & Spouse	\$935.08	\$149.62	\$785.46	\$1,108.98	\$173.90		\$323.52	\$785.46	\$1,067.09	\$132.01		\$281.63	\$785.46	HP \$1,088.43	\$153.35		\$302.97	\$785.46	27.83%
Emp. & Child(ren)	\$883.13	\$141.30	\$741.83	\$1,047.37	\$164.24		\$305.54	\$741.83	\$1,007.80	\$124.67		\$265.97	\$741.83	HP \$1,027.96	\$144.83		\$286.13	\$741.83	27.83%
Family	\$1,428.59	\$231.36	\$1,197.23	\$1,694.27	\$265.68		\$497.04	\$1,197.23	\$1,630.27	\$201.68		\$433.04	\$1,197.23	HP \$1,662.88	\$234.29		\$465.65	\$1,197.23	28.00%
Employee Only														LP \$519.29			\$124.68	\$394.61	
Emp. & Spouse														LP \$930.77			\$259.03	\$671.74	
Emp. & Child(ren)														LP \$879.34			\$244.72	\$634.62	
Family														LP \$1,419.40			\$397.43	\$1,021.97	

**CITY PAYS FULL Cost of Increase**

	Current Total Premium	Employee Monthly Cost	City Monthly Cost	18.6% Increase Option #1 Total Prem	Difference (Increase) Between Current and FY14/15		Employee Monthly Cost (No Change)	City Monthly Cost (Paying 100% of Increase)	14.12% Increase Option #2 Total Prem	Difference (Increase) Between Current and FY14/15		Employee Monthly Cost (No Change)	City Monthly Cost (Paying 100% of Increase)	14.69% Increase Option #3 Total Prem	Difference (Increase) Between Current and FY15/16		Employee Monthly Cost (No Change)	City Monthly Cost (Paying 100% of Increase)	EE % Pd to calculate LP deduction
Employee Only	\$519.49	\$60.00	\$459.49	\$616.10	\$96.61		\$60.00	\$556.10	\$592.83	\$73.34		\$60.00	\$532.83	HP \$604.69	\$85.20		\$60.00	\$544.69	9.92%
Emp. & Spouse	\$935.08	\$149.62	\$785.46	\$1,108.98	\$173.90		\$149.62	\$959.36	\$1,067.09	\$132.01		\$149.62	\$917.47	HP \$1,088.43	\$153.35		\$149.62	\$938.81	13.75%
Emp. & Child(ren)	\$883.13	\$141.30	\$741.83	\$1,047.37	\$164.24		\$141.30	\$906.07	\$1,007.80	\$124.67		\$141.30	\$866.50	HP \$1,027.96	\$144.83		\$141.30	\$886.66	13.75%
Family	\$1,428.59	\$231.36	\$1,197.23	\$1,694.27	\$265.68		\$231.36	\$1,462.91	\$1,630.27	\$201.68		\$231.36	\$1,398.91	HP \$1,662.88	\$234.29		\$231.36	\$1,431.52	13.91%
Employee Only														LP \$519.29			\$51.51	\$467.78	
Emp. & Spouse														LP \$930.77			\$127.98	\$802.79	
Emp. & Child(ren)														LP \$879.34			\$120.91	\$758.43	
Family														LP \$1,419.40			\$197.44	\$1,221.96	

**Cost to City**

Current	18.6% 50/50	18.6% City	14.12% 50/50	14.12% City	14.69% 50/50	14.69% City
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EE	41,354.10	\$45,701.55	\$50,049.00	44,654.40	47,954.70	40,669.29	44,119.89	High
EE&S	37,702.08	\$41,875.68	\$46,049.28	40,870.32	44,038.56	37,071.59	40,368.83	
EE&C	37,091.50	\$41,197.50	\$45,303.50	40,208.00	43,325.00	36,640.80	39,899.70	
Fam	225,079.24	\$250,053.16	\$275,027.08	244,037.16	262,995.08	222,129.38	241,926.88	
EE						3,880.53	\$4,210.02	Low
EE&S						3,686.35	\$4,013.95	
EE&C						3,482.70	\$3,792.15	
Fam						21,316.10	\$23,217.24	
Monthly	341,226.92	378,827.89	416,428.86	369,769.88	398,313.34	368,876.74	401,548.66	
Annually	4,094,723.04	4,545,934.68	4,997,146.32	4,437,238.56	4,779,760.08	4,426,520.82	4,818,583.92	
Increase \$		<b>451,211.64</b>	<b>902,423.28</b>	<b>342,515.52</b>	<b>685,037.04</b>	<b>331,797.78</b>	<b>723,860.88</b>	<b>Option #3</b>
								<b>Add'l Costs:</b> \$4.94/mo. HRA admin fee (not included)
								City contributions to HRA (not included)
								- Consultant suggested \$750 ee/\$1,500 fam annually

**SPLIT increase amount 50/50 between Employee and City**

	Current Total Premium	Employee Monthly Cost	City Monthly Cost
Employee Only	\$519.49	\$60.00	\$459.49
Emp. & Spouse	\$935.08	\$149.62	\$785.46
Emp. & Child(ren)	\$883.13	\$141.30	\$741.83
Family	\$1,428.59	\$231.36	\$1,197.23

14.12% Increase Option #2 Total Prem	Difference (Increase) Between Current and FY15/16	50% of Difference (Monthly Increase)	Employee Monthly Cost Split Increase	City Monthly Cost Split Increase
\$592.83	\$73.34	\$36.67	\$96.67	\$496.16
\$1,067.09	\$132.01	\$66.00	\$215.63	\$851.47
\$1,007.80	\$124.67	\$62.34	\$203.64	\$804.17
\$1,630.27	\$201.68	\$100.84	\$332.20	\$1,298.07

14.69% Increase Option #3 Total Prem	Difference (Increase) Between Current and FY15/16	50% of Difference (Monthly Increase)	Employee Monthly Cost Split Increase	City Monthly Cost Split Increase	EE % Pd to calculate LP deduction
\$604.69	\$85.20	\$42.60	\$102.60	\$502.09	16.97%
\$1,088.43	\$153.35	\$76.68	\$226.30	\$862.14	20.79%
\$1,027.96	\$144.83	\$72.42	\$213.72	\$814.25	20.79%
\$1,662.88	\$234.29	\$117.15	\$348.51	\$1,314.38	20.96%
\$519.29			\$88.12	\$431.17	
\$930.77			\$193.50	\$737.27	
\$879.34			\$182.80	\$696.54	
\$1,419.40			\$297.50	\$1,121.90	

**EMPLOYEE PAYS FULL Cost of Increase**

	Current Total Premium	Employee Monthly Cost	City Monthly Cost
Employee Only	\$519.49	\$60.00	\$459.49
Emp. & Spouse	\$935.08	\$149.62	\$785.46
Emp. & Child(ren)	\$883.13	\$141.30	\$741.83
Family	\$1,428.59	\$231.36	\$1,197.23

14.12% Increase Option #2 Total Prem	Difference (Increase) Between Current and FY14/15	Employee Monthly Cost (Paying 100% of increase)	City Monthly Cost (No Change)
\$592.83	\$73.34	\$133.34	\$459.49
\$1,067.09	\$132.01	\$281.63	\$785.46
\$1,007.80	\$124.67	\$265.97	\$741.83
\$1,630.27	\$201.68	\$433.04	\$1,197.23

14.69% Increase Option #3 Total Prem	Difference (Increase) Between Current and FY15/16	Employee Monthly Cost (Paying 100% of Increase)	City Monthly Cost (No Change)	EE % Pd to calculate LP deduction
\$604.69	\$85.20	\$145.20	\$459.49	24.01%
\$1,088.43	\$153.35	\$302.97	\$785.46	27.83%
\$1,027.96	\$144.83	\$286.13	\$741.83	27.83%
\$1,662.88	\$234.29	\$465.65	\$1,197.23	28.00%
\$519.29		\$124.68	\$394.61	
\$930.77		\$259.03	\$671.74	
\$879.34		\$244.72	\$634.62	
\$1,419.40		\$397.43	\$1,021.97	

**CITY PAYS FULL Cost of Increase**

	Current Total Premium	Employee Monthly Cost	City Monthly Cost
Employee Only	\$519.49	\$60.00	\$459.49
Emp. & Spouse	\$935.08	\$149.62	\$785.46
Emp. & Child(ren)	\$883.13	\$141.30	\$741.83
Family	\$1,428.59	\$231.36	\$1,197.23

14.12% Increase Option #2 Total Prem	Difference (Increase) Between Current and FY14/15	Employee Monthly Cost (No Change)	City Monthly Cost (Paying 100% of Increase)
\$592.83	\$73.34	\$60.00	\$532.83
\$1,067.09	\$132.01	\$149.62	\$917.47
\$1,007.80	\$124.67	\$141.30	\$866.50
\$1,630.27	\$201.68	\$231.36	\$1,398.91

14.69% Increase Option #3 Total Prem	Difference (Increase) Between Current and FY15/16	Employee Monthly Cost (No Change)	City Monthly Cost (Paying 100% of Increase)	EE % Pd to calculate LP deduction
\$604.69	\$85.20	\$60.00	\$544.69	9.92%
\$1,088.43	\$153.35	\$149.62	\$938.81	13.75%
\$1,027.96	\$144.83	\$141.30	\$886.66	13.75%
\$1,662.88	\$234.29	\$231.36	\$1,431.52	13.91%
\$519.29		\$51.51	\$467.78	
\$930.77		\$127.98	\$802.79	
\$879.34		\$120.91	\$758.43	
\$1,419.40		\$197.44	\$1,221.96	

**Cost to City**

Current    14.12% 50/50    14.12% City    14.69% 50/50    14.69% City

EE	41,354.10	44,654.40	47,954.70	40,669.29	44,119.89	High
EE&S	37,702.08	40,870.32	44,038.56	37,071.81	40,368.83	
EE&C	37,091.50	40,208.25	43,325.00	36,641.03	39,899.70	
Fam	225,079.24	244,037.16	262,995.08	222,129.38	241,926.88	
EE				3,880.53	\$4,210.02	Low
EE&S				3,686.35	\$4,013.95	
EE&C				3,482.70	\$3,792.15	
Fam				21,316.10	\$23,217.24	
Mo.	341,226.92	369,770.13	398,313.34	368,877.18	401,548.66	
Ann.	4,094,723.04	4,437,241.56	4,779,760.08	4,426,526.10	4,818,583.92	
Inc. \$		<b>342,518.52</b>	<b>685,037.04</b>	<b>331,803.06</b>	<b>723,860.88</b>	

**Option #3**

**Add'l Costs:** \$4.94/mo. HRA admin fee (not included)  
City contributions to HRA (not included)  
- Consultant suggested \$750 employee/\$1,500 family

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7D

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7D

**CITY OF BUCKEYE  
COUNCIL ACTION REPORT**

MEETING DATE:	June 2, 2015	AGENDA ITEM:	7 D.
DATE PREPARED:	May 5, 2015	DISTRICT NO.:	ALL
STAFF LIAISON:	Andrea Marquez, Planner II	DIRECTOR APPROVAL:	GF <i>[Signature]</i>
DEPARTMENT:	Development Services	FINANCE APPROVAL:	N/A

Will not be added without both approvals

**ACTION TITLE:** Official Representation on Community Development Advisory Committee (CDAC) for Fiscal Year 2015-2016

WORKSHOP  
  SPECIAL  
  CONSENT  
  NON-CONSENT  
  TABLED  
  PUBLIC HEARING

**RECOMMENDATIONS:**

Council to consider nominations for formal re-appointment of the primary and alternative representatives, Vice Mayor Orsborn and Councilwoman Hess, to the Community Development Advisory Committee (CDAC) for a term from July 1, 2015 to June 30, 2016.

**RELEVANT COUNCIL GOAL:**

GOAL 3: A Well-Planned Urban Community

GOAL 5: Responsive and Accountable Government and Effective Public Services

**SUMMARY**

**PROJECT DESCRIPTION:**

Each year the Maricopa County Board of Supervisors makes formal appointments of representatives to the Community Development Advisory Committee (CDAC). The CDAC acts in an advisory capacity to the Maricopa County Board of Supervisors and makes recommendations to the Board concerning project selection, funding allocations and overall policy direction regarding the Urban County CDBG and HOME Programs. It also serves an important role in providing on-going citizen participation mandated by the U.S. Department of Housing and Urban Development (HUD). The governing body of each participating municipality in the Urban Maricopa County may choose two elected officials (a primary representative and an alternate) for Board consideration. The role of the alternate representative is to attend meetings in the event the primary representative is not available. This facilitates a quorum for CDAC and also ensures representation for the City of Buckeye. CDAC meets monthly on the second Wednesday at 6:30 p.m. in downtown Phoenix. Packets are sent electronically to each member.

**BENEFITS:**

Maricopa County's Community Development Block Grant (CDBG) program utilizes approximately \$2 million annually in federal funds from the U.S. Department of Housing and Urban Development (HUD) for various programs and activities that provide much needed assistance to low- and moderate-income individuals, families and communities. The funding is distributed to participating Urban County communities and community-based social service agencies to help pay for various programs and projects. The Urban County areas include the municipalities of Buckeye, El Mirage, Gila Bend, Goodyear, Guadalupe, Litchfield Park, Queen Creek, Tolleson, Wickenburg, Youngtown and includes unincorporated Maricopa County.

**Active Buckeye Projects:**

Year	Project Name	Award	Expended	Project Status
2014-2015	Northern Addition Sidewalks	\$381,656	\$0	Currently in Design

2015-2016	Roosevelt Sewer Improvements	\$493,162	\$0	Awaiting Release of Funds from Maricopa County.
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**FUTURE ACTION: (Council and Staff)**

The recommendation will be forwarded to Maricopa County Human Services Department – Community Development staff to include in the June 8, 2015 Maricopa County Board of Supervisors meeting for formal approval.

**ATTACHMENTS:** *\*\*ADDITIONAL INFORMATION AVAILABLE IN THE OFFICE OF THE CITY CLERK*

Letter from Maricopa County RE: OFFICIAL REPRESENTATION ON COMMUNITY DEVELOPMENT ADVISORY COMMITTEE (CDAC) – FY2015-2016

**FINANCIAL NARRATIVE:**

N/A

CURRENT FISCAL YEAR TOTAL COST (as reflected in motion) N/A

BUDGETED  UNBUDGETED FISCAL YEAR BUDGET (check one) FY: N/A

FUND / DEPARTMENT (GL#): N/A



# Maricopa County

Human Services Department – Community Development Division

April 30, 2015

234 N. Central Ave.  
3<sup>rd</sup> Floor  
Phoenix, AZ 85004  
Phone: 602-506-5911  
Fax: 602-506-8789  
TDD: 602-506-4802  
[www.hsd.maricopa.gov](http://www.hsd.maricopa.gov)

Jackie A. Meck, Mayor  
City of Buckeye  
530 E. Monroe Street  
Buckeye, AZ 85326

**SUBJECT: OFFICIAL REPRESENTATION ON COMMUNITY DEVELOPMENT ADVISORY COMMITTEE (CDAC) – FY2015-2016**

Bruce Liggett  
Director

Dear Mayor Meck,

It is time once again to make annual recommendations for participation on the Community Development Advisory Committee ("CDAC"). The term of office is July 1, 2015 to June 30, 2016.

Each year the Board of Supervisors (the Board) makes formal appointments/re-appointments of Primary and Alternate Representatives to the CDAC. The CDAC makes recommendations to the Board concerning project selection, funding allocations and overall policy direction regarding the Urban County Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs. It also serves an important role in providing the on-going citizen participation mandated by the U.S. Department of Housing and Urban Development (HUD).

The governing body of each participating municipality in Maricopa Urban County may choose two elected officials (a primary representative and an alternate) for consideration. The role of the Alternate Representative is to attend meetings in the event the Primary Representative cannot. Attendance by the Primary or Alternate Representative helps to maintain a quorum for the Committee meetings and ensures representation for each Urban County municipality.

CDAC meets monthly, on the second Wednesday at 6:30 p.m., unless there are no action items and the Chairperson chooses not to have a meeting that particular month. An agenda packet is distributed to each member, in advance of the meeting, stating the date, location, meeting agenda and other pertinent information.

Please notify the Human Services Department, Community Development Division by Monday, June 8, 2015 of the elected officials (a primary representative and an alternate) proposed to represent your municipality so that we may forward the information to the Board of Supervisors for formal action.

Please contact Carl Morgan, Project Coordinator, at (602) 372-1529 or [morganc002@mail.maricopa.gov](mailto:morganc002@mail.maricopa.gov) or contact me at (602) 372-1528 or [jacobsona@mail.maricopa.gov](mailto:jacobsona@mail.maricopa.gov) if you have questions regarding this request.

Sincerely,

Amy Jacobson  
Assistant Director

AJ/cm

c: Stephen Cleveland, Buckeye City Manager  
Andrea Marquez, Planner, City of Buckeye, via e-mail  
file



CFD Agenda

CFD Agenda

CFD Agenda

CFD Agenda

CFD Agenda

**PLEASE SILENCE ALL ELECTRONIC COMMUNICATION DEVICES (INCLUDING CELL PHONES/PAGERS)  
BEFORE THE MEETING IS CALLED TO ORDER.  
THANK YOU.**

**NOTICE OF POSSIBLE QUORUM OF THE CITY OF BUCKEYE PLANNING AND ZONING COMMISSION OR OTHER COUNCIL APPOINTED BOARD OR COMMISSION: 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 OR COMMISSION AT THIS MEETING.**

**JOINT MEETING OF THE  
COMMUNITY FACILITIES DISTRICTS CITY OF BUCKEYE, ARIZONA  
PURSUANT TO SECTIONS 48-711, 48-715 AND TITLE 38, CHAPTER 3, ARTICLE 3.1  
ARIZONA REVISED STATUTES, AS AMENDED,  
TAKE NOTICE THAT A JOINT MEETING  
OF THE GOVERNING BOARDS OF THE  
ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT  
ELIANTO COMMUNITY FACILITIES DISTRICT  
FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT  
MIRIELLE COMMUNITY FACILITIES DISTRICT  
SUNDANCE COMMUNITY FACILITIES DISTRICT  
TARTESSO WEST COMMUNITY FACILITIES DISTRICT  
TRILLIUM COMMUNITY FACILITIES DISTRICT  
VERRADO DISTRICT 1 COMMUNITY FACILITIES DISTRICT  
VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT  
WATSON ROAD COMMUNITY FACILITIES DISTRICT  
WESTPARK COMMUNITY FACILITIES DISTRICT**

**JUNE 2, 2015  
AGENDA**

**City Council Chambers  
530 E. Monroe Avenue  
Buckeye, AZ 85326  
Immediately following the 6:00 p.m. Regular Council Meeting**

**1. Call to Order/Roll Call**

*Board Action: None.*

**2. Award of Contract No. 2015-022 for Dean Road Landscape Improvements to Somerset Contracting**

The governing board of the Sundance Community Facilities District to award Contract No. 2015-022 for Dean Road landscape improvements to Somerset Contracting in the amount of \$244,759.66.

*Board Action: Motion to approve.*

**3. Anthem Sun Valley Community Facilities District**

**3A. Resolution No. 01-15 Anthem Sun Valley Community Facilities District**

The Anthem Sun Valley Community Facilities District Board will adopt Resolution No. 01-15 [Anthem Sun Valley] approving the tentative budget of the District for the fiscal year 2015-2016, beginning July 1, 2015 and ending June 30, 2016, and setting hearing dates for the budget and tax levy.

*Board Action: Motion to approve.*

**4. Elianto Community Facilities District**

**4A. Resolution No. 01-15 Elianto Community Facilities District**

The Elianto Community Facilities District Board will adopt Resolution No. 01-15 [Elianto] approving the tentative budget of the District for the fiscal year 2015-2016, beginning July 1, 2015 and ending June 30, 2016, and setting hearing dates for the budget and tax levy.

*Board Action: Motion to approve.*

**5. Festival Ranch Community Facilities District**

**5A. Resolution No. 10-15 Festival Ranch Community Facilities District**

The Festival Ranch Community Facilities District Board will adopt Resolution No. 10-15 [Festival Ranch] approving the tentative budget of the District for the fiscal year 2015-2016, beginning July 1, 2015 and ending June 30, 2016, and setting hearing dates for the budget and tax levy.

*Board Action: Motion to approve.*

**6. Mirielle Community Facilities District**

**6A. Resolution No. 01-15 Mirielle Community Facilities District**

The Mirielle Community Facilities District Board will adopt Resolution No. 01-15 [Mirielle] approving the tentative budget of the District for the fiscal year 2015-2016, beginning July 1, 2015 and ending June 30, 2016, and setting hearing dates for the budget and tax levy.

*Board Action: Motion to approve.*

**7. Sundance Community Facilities District**

**7A. Resolution No. 01-15 Sundance Community Facilities District**

The Sundance Community Facilities District Board will adopt Resolution No. 01-15 [Sundance] approving the tentative budget of the District for the fiscal year 2015-2016, beginning July 1, 2015 and ending June 30, 2016, and setting hearing dates for the budget and tax levy.

*Board Action: Motion to approve.*

**8. Tartesso West Community Facilities District**

**8A. Resolution No. 01-15 Tartesso West Community Facilities District**

The Tartesso West Community Facilities District Board will adopt Resolution No. 01-15 [Tartesso West] approving the tentative budget of the District for the fiscal year 2015-2016, beginning July 1, 2015 and ending June 30, 2016, and setting hearing dates for the budget and tax levy.

*Board Action: Motion to approve.*

**9. Trillium Community Facilities District**

**9A. Resolution No. 01-15 Trillium Community Facilities District**

The Trillium Community Facilities District Board will adopt Resolution No. 01-15 [Trillium] approving the tentative budget of the District for the fiscal year 2015-2016, beginning July 1, 2015 and ending June 30, 2016, and setting hearing dates for the budget and tax levy.

*Board Action: Motion to approve.*

**10. Verrado District 1 Community Facilities District**

**10A. Resolution No. 01-15 Verrado District 1 Community Facilities District**

The Verrado District 1 Community Facilities District Board will adopt Resolution No. 01-15 [Verrado District 1] approving the tentative budget of the District for the fiscal year 2015-2016, beginning July 1, 2015 and ending June 30, 2016, and setting hearing dates for the budget and tax levy.

*Board Action: Motion to approve.*

**11. Verrado Western Overlay Community Facilities District**

**11A. Resolution No. 01-15 Verrado Western Overlay Community Facilities District**

The Verrado Western Overlay Community Facilities District Board will adopt Resolution No. 01-15 [Verrado Western Overlay] approving the tentative budget of the District for the fiscal year 2015-2016, beginning July 1, 2015 and ending June 30, 2016, and setting hearing dates for the budget and tax levy.

*Board Action: Motion to approve.*

**12. Watson Road Community Facilities District**

**12A. Resolution No. 01-15 Watson Road Community Facilities District**

The Watson Road Community Facilities District Board will adopt Resolution No. 01-15 [Watson Road] approving the tentative budget of the District for the fiscal year 2015-2016, beginning July 1, 2015 and ending June 30, 2016, and setting hearing dates for the budget and tax levy.

*Board Action: Motion to approve.*

**13. Westpark Community Facilities District**

**13A. Resolution No. 01-15 Westpark Community Facilities District**

The Westpark Community Facilities District Board will adopt Resolution No. 01-15 [Westpark] approving the tentative budget of the District for the fiscal year 2015-2016, beginning July 1, 2015 and ending June 30, 2016, and setting hearing dates for the budget and tax levy.

*Board Action: Motion to approve.*

**14. Citizen Input / Appearances from the Floor**

*Board Action: None.*

**15. Adjournment**

*Board Action: Motion to adjourn.*

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**CITY OF BUCKEYE  
COMMUNITY FACILITY DISTRICT  
BOARD ACTION REPORT**

(You may add additional text by double clicking next to the text box or drop down menu)

MEETING DATE:	6-02-2015	AGENDA ITEM:	2.
DATE PREPARED:	5-05-2015	DISTRICT NO.:	6 ALL
STAFF LIAISON:	Chris Williams, Manager, Construction and Contracting, Scott Lowe, Director, Public Works	DIRECTOR APPROVAL:	CW
DEPARTMENT:	Public Works	FINANCE APPROVAL:	LP

Will not be added without both approvals

**ACTION TITLE:** Contract Award for Dean Road Landscape Improvements

ITEM  PUBLIC HEARING

**RECOMMENDATIONS:**

The governing board of the Sundance Community Facilities District to award Contract No. 2015-022, for Dean Road Landscape Improvements to Somerset Contracting in the amount of \$244,759.66.

**RELEVANT COUNCIL GOAL:**

GOAL 3: A Well-Planned Urban Community

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

**SUMMARY**

**PROJECT DESCRIPTION:**

The Landscape Improvement project is located on the east side of Dean Road within the City of Buckeye. The project limits are from the Roosevelt Irrigation District canal right-of-way north to Yuma Road. The Project includes the construction of a concrete sidewalk and the installation of landscape materials within the Dean Road right-of-way. The works consists of Subgrade preparation, new sidewalk, decomposed granite, landscaping, irrigation and other related incidental work. On April 07, 2015, an Invitation for Bid was issued for the Dean Road Landscape Improvements. A Pre-Bid Meeting was held on April 16 with 5 General Contractors in attendance. The Construction and Contracting Division received Bid Responses from Somerset Contracting, \$244,759.66, Standard Construction, \$270,942.75, Earthscape, \$292,487.55, Carson Construction, \$327,561.22, Southwest Concrete, \$355,746.00 and RK Sanders, \$383,880.20. The lowest responsible, responsive bidder being Somerset Contracting for a total of \$244,759.66.

**BENEFITS:**

The Project Landscaping beautification Improvements will add a sidewalk, landscaping, granite and irrigation to match the current landscaping directly across the street in the Sundance Community.

**FUTURE ACTION: (Council and Staff)**

Contract initiated with Somerset Contracting. Pre-Construction Meeting, Notice to Proceed and Schedule developed with the Contractor.

**ATTACHMENTS:** *\*\*ADDITIONAL INFORMATION AVAILABLE IN THE OFFICE OF THE CITY CLERK*  
Contract No. 2015-022 with Somerset Contracting

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**FINANCIAL NARRATIVE:**

The total cost to complete the Dean Road Landscape Improvements is \$244,759.66. The Sundance CFD - GO 2014 Bond will fund this project.

**CURRENT FISCAL YEAR TOTAL COST (as reflected in motion)** 14/15

BUDGETED  UNBUDGETED FISCAL YEAR BUDGET (check one) F/Y: 14/15

FUND / DEPARTMENT (GL#): 212-050-1315

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**CONSTRUCTION CONTRACT  
BETWEEN  
CITY OF BUCKEYE  
AND  
SOMERSET CONTRACTING  
Contract No. 2015-022**

THIS CONTRACT is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF BUCKEYE, an Arizona municipal Corporation ("City") and SOMERSET CONTRACTING ("Contractor"). The terms of this Contract are to be construed consistently with the other Contract Documents enumerated in Article 1 of the General Conditions of the Construction Contract.

In consideration of the mutual promises of the parties, the City and the Contractor agree as follows:

1. **THE WORK:** The Contractor shall furnish all labor, materials, equipment and services required to complete the Scope of Work attached hereto as Exhibit A.
  
2. **CONTRACT TIME:** The Contractor shall commence the Work only if and when directed in a written Notice to Proceed signed by the City. The Work shall commence no later than 10 days from the date of the Notice to Proceed. Substantial Completion, as defined herein, shall be achieved within **45 calendar days**. In view of the difficulty or impossibility of determining the City's damages from delay, should the Contractor fail to achieve Substantial Completion by that date, as extended by any City approved Change Orders, the Contractor agrees to pay and will pay to City, in addition to all other sums pursuant to the Contract Documents, the sum of Four Hundred Thirty Dollars and 0/cents (\$430.00) for each calendar day of delay as liquidated damages for such delay and not as a penalty. This sum may be withheld from the balance of the Contract Price as it becomes due. Should liquidated damages exceed the Contract Price due or to become due, then the Contractor shall pay the City the difference within 3 days of receipt of written demand.
  
3. **CONTRACT PRICE:** Subject to increases and decreases for Change Orders in accordance with the Contract Documents, the City shall pay to the Contractor the following Contract Price, in progress payments as provided in the Contract Documents: **[TWO HUNDRED, FORTY FOUR THOUSAND, SEVEN HUNDRED FIFTY NINE DOLLARS AND SIXTY SIX CENTS] (\$244,759.66)**.
  
4. **SUPPLEMENTAL TERMS AND CONDITIONS:** The following supplemental terms and conditions and/or documents are part of this Contract:
  - A. General Conditions of the Construction Contract.
  - B. Specifications/Scope of Work.
  - C. Payment and Performance Bonds.

IN WITNESS WHEREOF, the City of Buckeye by its Mayor and City Clerk have hereunto subscribed their names this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF BUCKEYE

\_\_\_\_\_  
Jackie A. Meck, Mayor

ATTEST:

\_\_\_\_\_  
Lucinda Aja, City Clerk

RECOMMENDED:

\_\_\_\_\_  
Christopher A. Williams, Manager  
Construction and Procurement

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott Ruby  
City Attorney

CONTRACTOR:

\_\_\_\_\_  
CONTRACTOR SIGNATURE

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## **GENERAL CONDITIONS**

### **ARTICLE 1 GENERAL DEFINITIONS**

"Addenda" means clarifications or changes in the Work provided to bidders in writing prior to the public bid on the Contract.

"Contract Documents" or "Contract" means the Construction Contract between City and Contractor, the General Conditions of the Construction Contract, any Supplemental Conditions of the Construction Contract, the Drawings, the Specifications, the Performance and Payment Bonds, the Project Manual, Addenda and Modifications.

"Date of Substantial Completion" shall be the date certified by the Design Professional to the City that the work is in the Condition defined herein as substantial completion.

"Day" means calendar day unless specifically otherwise provided herein or by law.

"Design Professional" (DP) is that individual, partnership, or other legal entity defined in Section 1 (Design Professional) herein.

"Modifications" means Change Orders signed by the City, or other written amendments signed by both the City and the Contractor at or after the execution of the Contract, or the DP's written interpretations or directions for minor changes in the Work. A "minor change" is defined as one having no impact on cost or time or the City's approved design intent, as determined by the City.

"Project" means all components of the improvements to be constructed for the City, regardless of whether the Work is all or only a part.

"Project Manual" means the written volume so titled which includes the bid documents, sample forms, specifications, and description of the project.

"Substantial Completion" means the Contractor's work is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the work or designated portion thereof for the use for which it is intended.

"Work" consists of all labor (including supervision), materials, equipment, supplies and other items reasonably required to construct all or a portion of the Project according to the Contract Documents.

**ARTICLE 2  
INTENT**

- A. The Contract represents the entire and integrated agreement between the City and the Contractor, and it supersedes all prior oral or written negotiations, representations or agreements. The Contract may only be changed by written modifications, and the Contractor understands and agrees that if the Contractor proceeds with any work upon verbal request only, Contractor is agreeing by his conduct that such work, or change in the work, constitutes a minor change.
- B. The Contract Documents are to include all items reasonably necessary to construct the Work, expressly or by inference. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
- C. The organization of the Specifications into divisions, sections, and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Sub-contractors or in establishing the extent of Work to be performed by any trade.
- D. Generally, the Drawings indicate dimensions, positions and details of construction; the Specifications establish criteria and quality for materials and standards for workmanship. All Work shall be performed in a workmanlike manner and all materials used shall be new and of the highest quality and of the type best adapted to their purpose unless otherwise specified.

**ARTICLE 3  
DESIGN PROFESSIONAL (DP)**

- A. The DP is the individual or legal entity defined in the Contract Documents and/or otherwise designated by the City who is retained by the City to design and/or oversee the Project.
- B. The DP shall have the right, responsibility and authority to carry out the specific duties required of the DP, as described herein and in the contract between the DP and the City, including any amendments thereto. Any such amendments shall be in writing and furnished to the Contractor.
- C. The DP will visit the site as it is deemed by the DP or City to be appropriate in order to advise the City as to the quality and progress of the construction. The Contractor shall cooperate with the DP in all respects in this regard, including attending meetings as requested.
- D. The DP will be the initial interpreter of the requirements of the Contract Documents. The DP shall render written interpretations with reasonable promptness following a written request from the City or the Contractor. These interpretations shall be consistent with the intent of the Contract Documents.

E. Any claims or controversies between the City and the Contractor may be referred in writing to the DP for a written determination.

F. Any disagreements with the DP's interpretations or determinations must be timely submitted and resolved in accordance with the term and conditions of this Contract.

G. The DP will review and approve or take other appropriate action upon the Contractor's submittals, such as Shop Drawings, Product Data and Samples, for conformance with the Contract Documents. Such action shall be taken with reasonable promptness as specified so as to cause no delay. The DP's approval of a specific item or component shall not indicate approval of an assembly of which the item is a component.

H. Following consultation with the City, the DP will take appropriate action on Change Orders and may authorize minor changes in the Work as defined above.

I. The DP and City will each have the authority to reject work which does not conform to the Contract documents and to require special inspection or testing but will take such action only after consultation with the other. However, neither the authority to act given to the DP and the City under this subparagraph nor any decision made by them in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility by them to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the work.

J. Based on the DP's observations, evaluation of applications for payment and consultation with the City, the DP will determine the amount owing the Contractor and will issue certificates for payment.

#### **ARTICLE 4 CONTRACTOR**

A. The Contractor is the individual or legal entity identified in the Contract Documents who is licensed to perform the Work under the laws of the State of Arizona. The Contractor shall only use duly licensed Subcontractors in connection with the Work, subject to the provisions for City approval contained in the Contract Documents.

#### **ARTICLE 5 OTHER CONTRACTORS AND COOPERATION**

A. The City reserves the right to award other contracts related to the Project, or to perform certain work itself. Such other work may or may not be known to the City or disclosed to the Contractor prior to bidding this project. The Contractor shall afford the City and other contractor's reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly coordinate its Work with theirs

in such manner as the DP may direct. The Contractor shall also assure at its own cost reasonable access of other contractors to the site and their work.

B. Upon request of the Contractor, the DP or City will provide the Contractor with a copy of all plans, specifications, schedules and other data relating to other contracts or work. The Contractor shall thoroughly examine these documents and shall within three (3) days of completing such examination notify the DP in writing of any conflicts with the Work to be performed by the Contractor. In no event shall such notice be given so late as to interfere with or delay the work to be performed by the Contractor. Failure of the Contractor to request, review, or provide written notice as provided above shall constitute a waiver of any objections or claims the Contractor may have as a result of the necessity to coordinate the Contractor's work with other activities.

C. Should the Contractor sustain any damage through any act or omission of any other contractor, Contractor shall have no claim or cause of action against the City for such damage and hereby waives any such claim. The Contractor does not waive any claim or cause of action against any other contractor or subcontractor to recover any and all damages sustained by reason of the acts or omissions of such other contractor. The phrase "acts or omissions" as used in this section shall be defined to include, but not be limited to, any reasonable delay on the part of any such other contractor, whether due to negligence, gross negligence, inadvertence or any other cause.

D. Should the Contractor cause damage to the work or property of any other contractor or of the City, the Contractor shall upon receiving due notice, promptly attempt to settle with such other contractor by agreement, repair or otherwise to resolve the dispute. If such separate contractor sues or initiates a proceeding against the City on account of any damage alleged to have been caused by the Contractor, the City shall notify the Contractor who shall, to the furthest extent permitted by law, indemnify and hold harmless for, from, and against defend such proceedings, and if any judgment or award against the City arises there from the Contractor shall pay or satisfy it and shall reimburse the City for all attorney's fees and court or other costs which the City has incurred.

## **ARTICLE 6 SITE CONDITIONS AND ENVIRONMENTAL MATTERS**

A. The Contractor shall thoroughly acquaint himself with all available information concerning the conditions of the Work and is responsible for correctly and fully estimating the difficulty and cost of successfully performing the Work.

B. The Contractor agrees that it has thoroughly examined the site, plans and specifications, boring data and all other soils information and as-built data made available and by submission of the bid herein avows that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or existing obstacles to be encountered. The Contractor acknowledges that boring data and other soils information and as-built data made available is

only a general indication of materials and/or conditions likely to be found adjacent to holes bored or in existing structures or facilities or other areas. If the Contractor determines that the information is erroneous, inadequate or ambiguous, it shall immediately report its conclusions to the DP and the City in writing. If the Contractor determines that the information is erroneous, inadequate, or ambiguous, and after reporting its conclusions to the City, remains dissatisfied or uninformed, the Contractor shall refrain from submitting a bid, or if the Contractor does submit a bid, the Contractor shall be deemed to have waived any claim it may have as the result of the alleged erroneous, inadequate or ambiguous information.

C. The Contractor shall immediately, and before such conditions are disturbed, notify the DP and the City in writing of:

1. Subsurface or latent physical conditions encountered at the site which differ materially from those indicated in the Contract and which were not known by the Contractor or could not have been discovered by careful examination and investigation of the information available at bid time and which could adversely affect the timely performance of the Work or its cost; or
2. Unknown and unexpected physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered in the locale or generally recognized as inherent in Work of the character provided for in the Contract.

D. The DP and/or the City shall within ten (10) days, or such other reasonable time as necessary, investigate the conditions discovered. If the DP and/or the City find that conditions are so materially different as to support an equitable adjustment in the Contract Price or the Contract Time, this will be done by written Change Order. If the DP and/or the City determine that no Change Order will be issued, the Contractor shall continue with the Work at no additional cost and under no change in Contract Time.

E. No claim by the Contractor for an increase in the Contract Price or Contract Time hereunder shall be allowed without proper advance notice and an adequate opportunity for the City to investigate.

F. Environmental Matters: Contractor shall provide or cause to be provided a copy of this Section (Environmental Matters) to each Subcontractor and each Sub-subcontractor participating in the Work.

1. Definitions. The following terms will have their respective designated meanings:

**“Environmental Law”** means any and all laws, ordinances, regulations, rules and administrative and court decisions (federal, state and local) now or hereafter in effect and as in effect from time to time and as amended from time to time pertaining to environmental conditions or to protection or regulation of the environment (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Section

9601, et seq.); the Resource Conservation and Recovery Act of 1976 and the Solid Waste Disposal Act (42 U.S.C. 6901, et seq.); the Toxic Substances Control Act of 1976 (15 U.S.C. Section 2601, et seq.); the Superfund Amendments and Reauthorization Act of 1986, Title III (42 U.S.C. Section 11001 et seq.); the Clean Air Act (42 U.S.C. Section 7401, et seq.); the Federal Water Pollution Control Act (33 U.S.C. Section 1251, et seq.); the Safe Drinking Water Act (42 U.S.C. Section 300f, et seq.); the Hazardous Materials Transportation Act (49 U.S.C. Section 5101, et seq.); the Oil Pollution Act (33 U.S.C. Section 2701 et seq.); the Arizona Environmental Quality Act (Arizona Revised Statutes Section 49-101, et seq.); the Arizona Underground Storage Tank Act (A.R.S. Section 49-1001, et seq.); the Arizona Water Quality Assurance Revolving Fund Act (A.R.S. Section 49-281, et seq.) And any successor statutes to the foregoing and any regulations, rules or guidelines promulgated pursuant thereto.)

**“Hazardous Substance”** means any of the following: (i) any petroleum, oil, gasoline, kerosene, other petroleum product, flammable substance, volatile organic compound, volatile solvent, explosive, asbestos, polychlorinated biphenyl, dioxin, toxic herbicide or pesticide, radioactive material, radon gas and materials containing formaldehyde; (ii) any material, substance or waste now or hereafter defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “extremely hazardous substances,” “restricted hazardous wastes,” “toxic substances,” “regulated substances,” “solid wastes,” “pollutant,” or “contaminant” or words of similar import in any Environmental Law; (iii) any other material, substance or waste now or hereafter classified or regulated as “hazardous” or “toxic” under any Environmental Law; (iv) any material, substance or waste now or hereafter listed in the United States Department of Transportation Table (49 CFR 172.101) or classified by the United States Environmental Protection Agency as “hazardous” (40 CFR Part 302) or in any successor or replacement tables or classifications as in effect from time to time; and (v) any Hazardous Waste.

**“Hazardous Waste”** means “hazardous waste”, as defined in the Resource Conservation and Recovery Act of 1976 and the Solid Waste Disposal Act (42 U.S.C. 6901 et seq.) and any successor statutes and any regulations, rules or guidelines promulgated pursuant thereto as in effect from time to time (including, without limitation, any such waste resulting from removal of, demolition of, modifications of or additions to part or all of any existing structure, facility or equipment).

**“Contractor Hazardous Waste”** means any Hazardous Waste arising during or from the Work that is generated by the acts or omissions of Contractor, a Subcontractor or any Sub-subcontractor (including, without limitation, a Contractor Release) and that is not City Hazardous Waste.

**“City Hazardous Waste”** means Hazardous Waste (i) that consists of Hazardous Substances in any existing structure, facility or equipment on City’s property or otherwise present on City’s property at commencement of the Work, and (ii) that has become Hazardous Waste due to any part of the Work. However, City Hazardous Waste does not include any Hazardous Substance that has become a Hazardous Waste due to any Contractor Release.

**“Project Hazardous Waste”** means any Hazardous Waste arising on City’s property from the Work (including, without limitation, Contractor Hazardous Waste and City Hazardous Waste), regardless of: (a) whether generated by the acts or omissions of City, Contractor, a Subcontractor or a Sub-subcontractor; (b) whether it consists of Hazardous Substances that were on or in City’s property at commencement of the Work and that have become Hazardous Waste in the course of the Work; and (c) whether it consists of Hazardous Substances that are brought on to City’s property for or during the Work by Contractor, a Subcontractor or a Sub-subcontractor and that have become Hazardous Waste in the course of the Work.

**“OSHA”** means the Federal Occupational Safety and Health Act (29 U.S.C. Section 651 et seq.) and any successor statutes and any regulations, rules or guidelines promulgated pursuant thereto as in effect from time to time.

**“Release”** means any discharging, disposing, dumping, emitting, emptying, escaping, injecting, leaching, leaking, pouring, pumping, releasing, spilling, or similar action or event.

**“Contractor Release”** means a Release of a Hazardous Substance (including, without limitation, Hazardous Substances that were on or in City’s property at commencement of the Work) arising from acts or omissions of Contractor or any Subcontractor or Sub-subcontractor or their employees or workers. However, Contractor Release does not include Releases of pre-existing Hazardous Substances on City’s property of which City had not made Contractor aware and as to which Contractor, Subcontractors and Sub-subcontractors acted reasonably.

G. General Requirements.

1. Compliance with Environmental Law and OSHA. Contractor shall comply with, and shall cause all Subcontractors and Sub-subcontractors to comply with, this section and with all Environmental Law and OSHA applicable to (i) Contractor, (ii) Subcontractors, (iii) Sub subcontractors, (iv) the Work and (v) all of their activities in respect of the Work.
2. Hazardous Substances. (i) Hazardous Substances may be transported to and from and stored, used and be present on City’s property in such quantities as are generally recognized to be usual and customary for performance of the Work. (ii) Hazardous Waste may be generated on City’s property of such kinds and in such quantities as are generally recognized to be usual and customary in connection with performance of the Work. Hazardous Waste so generated may be stored temporarily on City’s property. (iii) Prior to final completion of the Work, Contractor shall remove or cause to be removed from City’s property and disposed of in accordance with Environmental Law and OSHA any Hazardous Substances (other than Project Hazardous Waste) brought onto City’s property during the Work or used in connection with the Work. (iv) Other than as provided in (i), (ii) and (iii), Contractor shall not, and Contractor shall cause all Subcontractors and Sub-subcontractors to not, dispose of, generate, manufacture, process, produce, Release, treat or otherwise

store, use or have in or on or transport to or from City's property any Hazardous Substance, regardless of whether the Hazardous Substance is preexisting on City's property or otherwise.

3. Releases of Hazardous Substances. Upon any Release of any Hazardous Substance in connection with the Work, whether relating to a pre-existing condition on City's property (for example, arising from any demolition of, modification of, or addition to any structure, facility or equipment) or relating to acts or omissions of Contractor, a Subcontractor or a Sub subcontractor,

Contractor shall take any immediate action reasonably necessary to contain the Release. City may elect to have Contractor control and carry out any containment, clean-up, removal and remediation activity. Alternatively, City shall have the right to elect to control and carry out any containment, clean-up, removal and remediation activity. Regardless of who takes the actions, Contractor shall absorb, without reimbursement from City, all costs and expense incurred by Contractor in connection with any Contractor Release. In addition, Contractor shall pay or reimburse City for all costs and expenses incurred by City relating to any Contractor Release. If the amount is not paid promptly, City may offset the amount against any amount payable by City to Contractor under the Contract Documents or otherwise. Remediation, removal, and other cleanup action arising from any Release shall be in full compliance with Environmental Law and OSHA and shall be subject to approval by City. In addition, City may require remedial, removal or other cleanup action in excess of applicable minimum requirements of Environmental Law and OSHA (A) as reasonably necessary or appropriate in the judgment of City to permit human use and habitation of City's property and to permit use of City's property, and (B) as reasonably consistent in the judgment of City with such habitation and uses.

4. Hazardous Waste. City will arrange for handling, storage and disposal of any Project Hazardous Waste. On an interim basis until City can make arrangements, Contractor shall assure proper handling (including, without limitation, segregation from waste that is not Hazardous Waste) and storage of Project Hazardous Waste in full compliance with Environmental Law and OSHA. Contractor shall pay all of City's expenses of storing, handling and disposing of Contractor Hazardous Waste. City will deliver a statement to Contractor showing City's expenses, and Contractor will promptly pay such amount to City. If the amount is not paid promptly, City may offset the amount against any amount payable by City to Contractor under the Contract Documents or otherwise.

5. Notifications to City. Contractor shall notify City's Project Manager immediately upon occurrence of any of the following: (i) any discovery by Contractor, a Subcontractor or any Sub-subcontractor of any Hazardous Substance in any existing structure, facility or equipment on City's property. (ii) any Release of any Hazardous Substance on City's property in connection with the Work; (iii) the creation or generation of any Hazardous Waste resulting from the Work (including, without limitation, Hazardous Waste arising from the removal of, demolition of, modification of, or addition to any

existing structure, facility or equipment); (iv) the need for any remediation or removal of any Hazardous Substance relating to the Work whether relating to a pre-existing condition on City's property or to acts or omissions of Contractor, a Subcontractor or a Sub-subcontractor; or (v) any claim, demand, inquiry, investigation, litigation or other action or proceeding by any governmental authority or other person relating to any Hazardous Substance, Hazardous Waste, Environmental Law or OSHA relating to the Work. Except for immediate action to contain any Release of any Hazardous Substance and except for interim handling and storage of Project Hazardous Waste, Contractor shall not take any action as to any matter in (i), (ii), (iii), (iv) or (v) without the prior written approval of City and City shall have the right to elect to control and carry out any such action or matter.

6. Other Asbestos. Contractor and each Subcontractor and Sub-subcontractor to comply with all requirements of Environmental Law and OSHA concerning any other asbestos in the Work area.

H. Construction Site Safety Requirements: Contractor shall have sole responsibility and liability for construction site safety. Without limiting other actions in this regard, Contractor shall, and shall cause each Subcontractor and Sub-subcontractor to, comply with worker health and safety requirements in Environmental Law and OSHA. In addition, Contractor shall take all reasonable necessary and appropriate steps to assure the health and safety of persons occupying any part of the facility in which the Work site is located or in the vicinity of or passing by the Work site and shall also take all reasonable necessary and appropriate steps to protect from damage or destruction the property of City and other persons in any part of the Facility in which the Work site is located or in the vicinity of or passing by the Work site. Among other actions in this regard Contractor shall comply with the requirements of the applicable fire code.

I. Environmental, Health and Safety Concerns by Contractor, Subcontractors or Sub-subcontractors. If in the course of the Work, any environmental, health or safety concern exists or arises, whether relating to a Hazardous Substance, OSHA or otherwise, then the Work activities related to the concern must be discontinued until the concern is resolved. This means prior to disturbing a suspected Hazardous Substance or otherwise interacting with a potential health or safety hazard. The City's Project Manager must be notified immediately of the concern. Work shall not resume until approval has been provided by City. Close coordination will be maintained between City and Contractor so the Project schedule is impacted the least amount possible.

J. Scope of Indemnity. The indemnity in Article 17 of this Contract includes any claim by any person and City's attorneys' fees and other costs and expenses in defending any claim by any person that City is responsible or liable for any of the following arising from the acts or omissions of Contractor, any Subcontractor, any Sub-subcontractor or any of their employees or other workers relating to the Work: (i) any violation of Environmental Law or OSHA; (ii) any failure by Contractor, any Subcontractor or any Sub-subcontractor to perform or comply with

any obligation or requirement in this Article, (iii) any Contractor Release of any Hazardous Substance; (iv) any improper disposition of any Hazardous Substance or Hazardous Waste; (v) any claim by any employee, agent, independent contractor or other worker of Contractor, any Subcontractor or any Sub-subcontractor and any claim by any other person of personal injury, death or property damage arising from any Contractor Release of any Hazardous Substance or arising from any failure by Contractor, any Subcontractor or any Sub-subcontractor to comply with any Environmental Law or OSHA or this section.

**ARTICLE 7**  
**DRAWINGS AND SPECIFICATIONS**

A. The Contractor shall study and compare the Contract Documents sufficiently in advance of beginning each phase or portion of the work to be performed and immediately report any material error, inconsistency, conflict, ambiguity, or omission that is discovered.

B. The Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as Shop Drawings. Where required, the Contractor shall perform no portion of the Work without approved Shop Drawings, Product Data or Samples; any Work performed in violation of this provision will be solely at the Contractor's risk regardless of DP's and/or City's knowledge of such Work.

C. In the event of any conflict or ambiguity, Contract Documents shall be interpreted as being complementary, requiring a complete project or designated portion thereof. In the event of conflict in the Contract Documents, the priorities stated below shall govern:

1. Addenda shall govern over all other Contract Documents and subsequent addenda shall govern over prior addenda only to the extent modified.
2. In case of conflict between plans and specifications, the specifications shall govern.
3. Conflicts within the drawings: (1) Schedules, when identified as such, shall govern over all other portions of the drawings. (2) Specific notes shall govern over all other notes and all other portions of the drawings, except the schedules described in (1) above. (3) Larger scale drawings shall govern over smaller scale drawings. (4) Figured or numerical dimensions shall govern over dimensions obtained by scaling.

D. Conflicts within the specifications: Contract General Conditions shall govern over all sections of the specifications except for specific Modifications thereto that may be stated in Supplementary General Conditions or addenda. No other section of the specifications shall modify the Contract General Conditions.

E. In the event provisions of codes, safety orders, Contract Documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern.

F. In the event of any conflict, the Contractor shall request an interpretation by the DP before performing the Work.

G. If the Contract Documents are not complete as to any minor detail of a required construction system or with regard to the manner of combining or installing of parts, or materials, or equipment, but there exists an accepted trade standard for good and skillful construction, such detail shall be deemed to be an implied requirement of the Contract Documents in accordance with such standard. "Minor detail" shall include the concept of substantially identical components, where the price of each such component is small even through the aggregate cost or importance is substantial, and shall include a single component which is incidental, even though its cost or importance may be substantial. The quality and quantity of the parts or material so supplied shall conform to trade standards and be compatible with the type, composition, strength, size, and profile of the parts of materials otherwise set forth in the Contract Documents.

H. The Contractor shall maintain at the site, for the use of the City and of the DP, one copy of all Drawings, Specifications, bulletins, addenda, Change Orders, field orders, approved Shop Drawings, approved Submittals, supplementary instructions, requests for information, catalog data, manufacturers' operating and maintenance instructions, certificates, warranties, guarantees and other contract related documents and their Modifications, if any, in good order and marked daily by the Contractor to record all approved changes made during construction. These shall be turned over to the DP by the Contractor at the time of Substantial Completion for the purpose of assembling and correlating the material for use by the City.

I. The Contractor shall submit to the DP, with such promptness as to cause no delay in its Work or in that of any other Contractor, all Submittals and Shop Drawings as required by the Contract Documents, or as necessary to illustrate details of the Work.

J. Each Submittal and Shop Drawing must be accompanied by a transmittal letter containing a list of the titles and numbers of the Shop Drawings. Each series shall be numbered consecutively for ready reference and each Submittal and Shop Drawing shall be marked with the following information:

1. Date of Submission
2. Name of Project
3. Location of Project
4. Branch of Work (Specification Section)
5. Project Number
6. Name of Submitting Contractor
7. Name of Subcontractors
8. Revision Number

K. All Subcontractor Submittals and Shop Drawings shall be submitted to the DP by the Contractor and shall bear written approval by the Contractor. Any Submittals or Shop Drawings submitted without this approval will be returned for resubmission; the Submittals or Shop Drawings will be considered as not having been submitted, and any delay caused thereby shall be the Contractor's sole responsibility.

L. The Contractor shall include with Submittals and Shop Drawings, a letter indicating all deviations from the DP's Drawings and Specifications. Failure to so notify the DP of such deviations will be grounds for subsequent rejection of the related Work or materials. If, in the opinion of the DP, the deviations are not acceptable, the Contractor will be required to furnish the item as specified or as indicated on the DP's Drawings.

M. It is the Contractor's obligation and responsibility to check all of its Submittals and Shop Drawings and to be fully responsible for them and for coordination with connecting Work. Submittals and Shop Drawings shall indicate in detail all parts of an item of work, including erection and setting instructions and engagements with Work of other trades or other separate contractors.

N. By approving or submitting Submittals and/or Shop Drawings, the Contractor thereby represents that it has determined and verified availability, field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that it has checked and coordinated each Submittal and/or Shop Drawing with the requirements of the Work and of the Contract Documents. If any specified material item or part is not available, the Contractor shall so indicate to the DP.

O. The DP shall review Submittals and Shop Drawings and return them to the Contractor within twenty (20) calendar days of receipt unless otherwise previously agreed in writing. For scheduling purposes, the Contractor must assume a 20-day review period for each Submittal or set of Shop Drawings. For complex Submittals, the Contractor must assume two 20-day review cycles. If review and approval are delayed beyond twenty (20) calendar days, the DP shall notify the Contractor and the City in writing stating the reason for the delay. Approval shall not relieve the Contractor from the responsibility for deviations from the drawings and specifications, unless it has been called to the DP's attention, in writing, at the time of submission. Any Modification will be approved only if it is in the interest of the City to effect an improvement in the Work and does not increase the Contract Price or Contract Time. Any such Modification is subject generally to all other provisions of the Contract Documents, and is without prejudice to any and all rights under any surety bond.

P. If the DP returns a Submittal or Shop Drawing to the Contractor with the notation "rejected, revise, and resubmit", or "approved as noted," the Contractor, so as not to delay the Work, shall promptly submit a Submittal or Shop Drawing conforming to the requirements of the Contract Documents and indicating in writing on the Submittal or Shop Drawing and on the transmittal what portions of the resubmittal have been altered in order to meet with the

approval of the DP. Any other differences between the resubmittal and the prior submittal shall also be indicated on the Shop Drawing and on the resubmittal as a special note.

Q. No extension of time will be granted to the Contractor because of its failure to submit Submittals or Shop Drawings in ample time to allow for review, possible resubmittals and approval. Fabrication of Work shall not commence until the Contractor has received written approval. The Contractor shall furnish prints of its approved Submittals and Shop Drawings to all the Contractors whose work is in any way related to the Work. Only prints bearing this approval will be allowed on the site.

## **ARTICLE 8 PRODUCT SAMPLES, TESTS, AND CERTIFICATES**

A. The Contractor shall furnish Product Samples of all items requested or required by the Specifications. Product Samples shall be properly identified and submitted with such promptness as to cause no delay in Work or in the work of any other contractor and to allow time for consideration by the DP and the City. The DP and/or City will review Product Samples in accordance with "Submittals, Drawings, and Shop Drawings" above.

B. Each Product Sample must be accompanied by a letter of transmittal containing the following information:

1. Date of Submission
2. Name of Project
3. Location of Project
4. Branch of Work (Specification Section Number)
5. Project Number
6. Name of Submitting Contractor
7. Name of Subcontractor

C. The Contractor shall furnish to the DP a certificate stating that material or equipment submitted complies with Contract Documents. If a certificate originates with the manufacturer, the Contractor shall endorse it and submit it to the DP together with a statement of compliance in its own name.

D. No tests, inspections or approvals performed or given by the City or the DP or others acting for the City or any agency of Federal, State or Local government nor any acts or omissions by the City or the DP in administering this Contract shall relieve the Contractor from its duty to perform the Work in accordance with the Contract Documents and applicable law.

E. Unless the DP is authorized at the time of submittal to return samples at the Contractor's expense, rejected samples will be destroyed.

F. After delivery of materials, the DP may make such tests as it deems necessary, with samples required for such tests being furnished by and at the cost of the Contractor. Any test is for the benefit of the City and shall not relieve Contractor of the responsibility for providing quality control measurements to assure that Work strictly complies with the Contract Documents. No test shall be construed as implying acceptance of materials, work, workmanship, equipment, accessories or any other item or thing.

G. On the basis of the test results, materials, workmanship, equipment or accessories may be rejected even though general approval has been given. If items have been incorporated in Work, the DP shall have the right to cause their removal and replacement by items meeting Contract Document requirements or to demand and secure appropriate reparation to the City from the Contractor.

#### **ARTICLE 9 AS-BUILT DRAWINGS**

A. Prior to Substantial Completion, the Contractor shall complete and turn over to the DP the As-Built Drawings. The As-Built Drawings shall consist of a set of drawings which indicate all field changes that were made to adapt to field conditions, changes resulting from contract Change Orders and all buried and concealed installation of piping, conduit and utility services. All buried and concealed items both inside and outside the facility shall be accurately located on the As-Built Drawings as to depth and in relationship to not less than two permanent features such as interior or exterior wall faces. The As-Built Drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color.

B. For any changes or corrections in the Work which are made subsequent to Substantial Completion, revisions shall be submitted to the DP prior to Final Payment.

#### **ARTICLE 10 SUPERINTENDENCE BY THE CONTRACTOR**

A. The Contractor shall have a competent superintendent on the site at all times during the progress of the Work. Contractor's superintendent must be acceptable to the City. The superintendent shall have such assistants with such individual specialized competencies including, but not limited to, CPM scheduling, as may be necessary to fully understand and oversee all aspects of the Work. The superintendent and his assistants all shall be physically fit for their Work and capable of going to all locations where Work is being performed. A communication to the superintendent or his designated assistants by the City or DP is binding upon the Contractor. The Contractor's superintendent shall be responsible for the prevention of accidents at the site. The Commercial Construction Safety Code of the Arizona Industrial Commission shall apply to all Work, and a copy of the Code shall be available at the site.

B. The Contractor shall at all times enforce strict discipline and good order among the workers on the Project and shall not employ or continue to employ any unfit person on the Project or any person not skilled in the work assigned to him. The Contractor shall be responsible to the City for all acts and omissions of its employees, Subcontractors, Suppliers, anyone whom the Contractor may allow to perform or inspect or supervise any Work, and their agents and employees together with anyone whom the Contractor may allow to come on the Project site. In addition, if the Contractor receives written notice from the City to dismiss those subcontractors or employees or one who is a hindrance to proper or timely execution of the Work, the Contractor shall dismiss those employees and agrees to replace those dismissed without delay to the Project and at no additional cost to the City.

C. The Contractor shall competently and thoroughly direct and superintend all of the Work and shall be solely responsible for all construction safety, means, methods, techniques, sequences and procedures. It shall coordinate and schedule all Work under this contract, the performance of all its employees, Subcontractors, and Suppliers, and the timely procurement of all necessary labor, materials, equipment, supplies, and all else needed to do the Work.

#### **ARTICLE 11 SUBCONTRACTS**

A. The Contractor shall supply with its bid to the City a written list of all proposed subcontractors and suppliers. The City will promptly reply to the Contractor in writing stating whether the City or the DP, after due investigation, has any objection to any such proposed subcontractor or supplier. The Contractor shall not employ any subcontractor or supplier against whom the City or the DP has reasonable objection. If, prior to the award of the Contract, the City or DP has a reasonable objection to any subcontractor or supplier and refuses in writing to accept such person or organization, the apparent low bidder may, prior to the award, either withdraw his bid without forfeiture of bid security or may propose an acceptable substitution thereof provided that same results in no change in the bid price. Failure of the bidder to submit an acceptable substitute in a timely manner shall render its bid nonresponsive.

B. No substitution or change shall be made by the Contractor in the subcontractor/supplier list after its submission to the City without prior written approval by the City. Unapproved or untimely substitutions may be cause for invalidation of the Contractor's bid in the City's discretion, thereby rendering the Contract voidable.

C. All work performed for the Contractor by a subcontractor shall be pursuant to an appropriate written agreement which specifically binds the subcontractor to all applicable terms and conditions of the Contract Documents, but no contractual relationship shall exist between any subcontractor or supplier of any tier and the City, unless the City invokes the assignment provisions of the following subsection. Upon request, the Contractor shall provide fully executed copies of any subcontracts and purchase orders to the City.

D. The Contractor hereby assigns to the City (and its assigns) all its interest in any subcontracts and purchase orders now existing or hereinafter entered into by the Contractor for performance of any part of the Work, which assignment will be effective upon termination of the Contract by the City and only as to those subcontracts and purchase orders which the City assumes in writing. All subcontracts and purchase orders shall provide that they are freely assignable by the Contractor to the City and its assigns. Such assignment is part of the consideration to the City for entering into this Contract with the Contractor and may not be withdrawn prior to final completion.

E. The City may require each proposed subcontractor whose subcontract will exceed \$100,000.00 to furnish a performance bond and a payment bond on City-approved forms in the full amount of its subcontract. The City will reimburse the Contractor for the documented cost of the subcontractor's performance bond premiums in the event the City requires such bonds by the subcontractor.

## **ARTICLE 12 COMMUNICATIONS**

A. All project notices, requests, instructions, modifications, approvals, and claims must be in writing, unless expressly specified otherwise in the Contract.

B. Copies of all such communications from the Contractor to the DP shall be delivered to the City.

C. Communications will be deemed to have been made if delivered in person or if mailed to the address designated in the Contract or otherwise agreed upon by the parties.

## **ARTICLE 13 PERMITS, TAXES AND FEES**

A. The Contractor shall secure and pay for any necessary building permits and for all other permits, fees, licenses and inspections necessary for the proper execution and completion of the Work, and shall immediately deliver copies to the City and DP. The Contractor shall be responsible for complying with all applicable Federal, State and local laws, codes, notice requirements, and regulations applicable to the site and prosecution of the Work. Contractor shall be responsible for and pay any costs associated with or arising from any non-compliance.

B. The Contractor shall pay all taxes for and related to the Work or its portion thereof which are legally enacted at the time bids are received, whether or not yet effective.

## **ARTICLE 14 BONDS**

A. The Contractor shall file with the City at or prior to the time of execution of the Contract, a performance bond and a payment bond on City-approved forms, each in the full

amount of the Contract. The Surety furnishing these bonds shall be satisfactory to the City and shall be authorized to do business in the State of Arizona.

**ARTICLE 15**

**INSURANCE**

A. Insurance Requirements: Concurrently with the execution of the Contract, the Contractor shall furnish the City of Buckeye a certificate of insurance on a standard insurance industry ACORD form. The ACORD form shall be issued by an insurance company authorized to transact business in the State of Arizona.

B. Contractor, subcontractors and sub consultants shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

C. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

D. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, subcontractors or sub consultants and Contractor is free to purchase such additional insurance as may be determined necessary.

E. Minimum Scope and Limits of Insurance. Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below. The Contractor waives all rights of subrogation under the following policies.

(1) Commercial General Liability-Occurrence Form Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: "The City of Buckeye shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

The policy shall contain a waiver of subrogation against the City of Buckeye.

(2) Automobile Liability- Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract

Combined Single Limit (CSL)	\$1,000,000
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The policy shall be endorsed to include the following additional insured language: "The City of Buckeye shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor including automobiles owned, leased, hired or borrowed by the Contractor".

(3) Workers Compensation and Employers Liability

<u>Workers Compensation</u>	<u>Statutory</u>
Employers' Liability	
Each Accident	\$ 100,000
Disease-Each Employee	\$ 100,000
Disease-Policy Limit	\$ 500,000

(4) Umbrella/Excess Liability: Umbrella/Excess Liability insurance with a limit of not less than \$5,000,000 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.

The policy shall contain a waiver of subrogation against the City of Buckeye.

F. Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

(1) On insurance policies where the City of Buckeye is named as an additional insured, the City of Buckeye shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

(2) The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

(3) Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

G. Sub consultant's and Subcontractor's Insurance. Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. All coverage's for subcontractors and sub consultants shall be appropriate to cover all of its work performed herein.

H. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given, by certified mail, return receipt requested to:

Christopher A. Williams, Manager  
Contracting and Purchasing Division  
City of Buckeye  
530 East Monroe Avenue  
Buckeye, Arizona 85326

I. Acceptability of Insurers. Insurance is to be placed with insurers duly licensed in the State of Arizona and with an A. M. Best's rating of no less than A -. The City in no way warrants that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

J. Verification of Coverage

(1) Contractor shall furnish the City Certificates of Insurance (ACORD form or equivalent approved by the City) and with original endorsements effecting coverage as required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. *Any policy endorsements that restrict or limit coverages shall be clearly noted on the certificate of insurance.*

(2) All certificates and endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to the earlier of commencement of work under this Contract or the signing of this Contract and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

(3) All certificates of insurance required by this Contract shall be sent directly to the City of Buckeye, Manager, Construction & Procurement. The contract number and project description shall be included on the Certificates of Insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract, at any time.

K. Approval. Any modification or variation from the insurance requirements in this Contract shall be approved by the City, whose decision shall be final.

L. Liability Notwithstanding Insurance: Approval, disapproval or failure to act by Owner regarding any insurance supplied by Contractor or its Subcontractors shall not relieve the Contractor of full responsibility or liability for damages, errors, omissions or accidents as set forth in this Contract. Neither the bankruptcy or insolvency of Contractor's insurer nor any denial of liability by Contractor's insurer shall exonerate Contractor from the liability or responsibility of Contractor set forth in this Contract.

**ARTICLE 16  
ALLOWANCES**

A. If required by the Bid Documents issued by the City for the Work, the Contract price shall include an allowance or allowances as specified in the request for bids. The Contractor's price for the Work shall include all of the Contractor's costs associated with such allowance or allowances. If the actual costs to the Contractor of such allowance or allowances are different from the specified sum, increases or decreases in the cost of the allowance and associated Contractor's cost may be adjusted in accordance with Section 28.3 (Changes) of this Contract.

**ARTICLE 17  
INDEMNIFICATION**

A. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold Owner, its officers, agents and employees, harmless for, from and against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Contractor's breach of any of the terms or provisions of this Contract, or by any negligent, grossly negligent or strictly liable act or omission of Contractor, its officers, agents, or employees, in the performance of this Contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of Owner, its officers, agents, employees or separate contractors. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**ARTICLE 18  
PROGRESS AND SCHEDULING**

A. Planning, scheduling and progress monitoring are essential functions of the Contractor. Within ten (10) days after the award of the Contract, the Contractor shall prepare and submit for the City and the DP a Schedule of Values allocating the Contract Price among the various portions of the Work for purposes of progress payments. The Schedule of Values shall be substantially equivalent to AIA Forms G702 and G703 or as specified by the City.

B. The Contractor shall also furnish the DP with a Narrative Report corresponding with each monthly update which shall include a description of current and anticipated problem areas, delaying factors and their impact, fragmentary networks (fragnet) of delays, and an explanation of corrective action taken or proposed. If the Project is behind schedule in any month, the Contractor's Narrative Report shall indicate precisely what measurements it will take in the next thirty days to put the Work back on schedule.

C. The Contractor shall employ and supply a sufficient force of workers, material and equipment, and shall prosecute the Work with such diligence so as to maintain the rate of

progress indicated on the Progress Schedule, to prevent work stoppage, and to ensure completion of the Project within the Contract Time.

D. The Contractor shall be responsible to prepare, submit and maintain the schedules and Narrative Reports indicated above, and the failure to do so may be considered a material breach of this Contract. Any additional or unanticipated cost or expense required to maintain the schedules shall be solely the Contractor's obligation and shall not be charged to the City.

#### **ARTICLE 19 DAILY LOG**

A. The Contractor shall maintain a daily log of construction activities for each calendar day of the Contract Time, using a form approved by the DP. The Contractor shall document all activities at the Project site, including:

1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the job site, and any other weather conditions which adversely affect Work at the site;
2. Soil conditions which adversely affect Work at the site;
3. The hours of operation by Contractor and individual Subcontractor personnel;
4. The number of Contractor and Subcontractor personnel present and working at the site, by subcontract and trade, and updated schedule activity number.
5. The equipment active or idle at the site;
6. A description of the Work being performed at the site, by updated schedule activity number.
7. Any delays, disruptions or unusual or special occurrences at the site;
8. Materials received at job site; and
9. A list of all visitors at the site.

B. The Contractor shall provide copies of the daily logs to the City on a weekly basis. The daily log does not constitute written notice to the City when such notice is required by the Contract Documents.

#### **ARTICLE 20 MISCELLANEOUS DUTIES**

A. The Contractor shall submit to the City upon request all payrolls, reports, estimates, records and any other data concerning Work performed or to be performed and concerning materials supplied or to be supplied, as well as Subcontractor payment applications and each Subcontractor's progress payment check. The requirements of this subsection shall be provided in all contracts between the Contractor and its Subcontractors.

B. During construction and for five (5) years after Final Payment, the Contractor shall retain and shall also require all Subcontractors to retain for review and/or audit by the City all correspondence, meeting minutes, memoranda, electronic media, books, accounts, reports, files, time cards, material invoices, payrolls, and evidence of all communications, direct and indirect costs, and all other matters related to the bidding and performance of the Work.

C. Upon request by the City, a legible copy or the original of any or all such records shall be produced by the Contractor at any time during or after construction as the City may request.

D. The Contractor shall be responsible for laying out its own Work and for any damage which may occur to work of any other contractor because of the Contractor's own errors or inaccuracies. The Contractor shall also be responsible for unloading, uncrating, storing and handling all materials and equipment to be erected or placed by it, whether furnished by the Contractor or others.

E. The Contractor, Subcontractors and Suppliers shall be responsible for taking all appropriate field measurements prior to fabrication and installation of any item. Such measurements shall be taken sufficiently in advance so as to avoid any delay or potential delay. Failure to adhere to this provision shall render such delays the responsibility of the Contractor.

F. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, wiring, conduit, ductwork, trim and other parts required for or in connection with any item or material to make a complete, serviceable, finished and quality installation shall be furnished and installed as part of the item whether or not expressly called for by the Drawings or Specifications.

G. All materials shall be shipped and stored and handled in a manner that will afford protection and ensure their being in factory-new condition at the time they are incorporated in the Work. After installation, they shall be properly protected against damage or deterioration until Final Completion of the Project.

H. When standards and specifications issued by The American Society of Testing and Materials, the American Institute of Steel Construction, the U.S. Department of Commerce (Commercial Standards), or other technical or standard setting organizations are cited in the Contract Documents, such standards or specifications (and all related standards or specifications) shall be equally as binding and have the full force and effect as though incorporated word for word. Unless otherwise specifically stated, the standards and specifications referred to shall be the latest edition or revision of such specifications that is in effect on the date of the public bid.

I. Any part of the Work damaged during installation or prior to final acceptance of Work shall be repaired so as to be unnoticeable and to be equal in quality, appearance, serviceability and other respects to an undamaged item or part of the Work. Where this cannot be fully accomplished the damaged item or part shall be replaced. After installation, all exposed surfaces and parts of an item or of the Work shall be cleaned in a manner that will not damage

the finish or any of the parts of the item, so that the completed work is left in first class condition, free of all defects. All damaged or defaced Work shall be repaired or replaced to the City's satisfaction at the expense of Contractor.

J. The Contractor shall procure and furnish to the City all guarantees, warranties, manuals and spares that are called for by the specifications or that are mentioned in the manufacturer's product literature. Guaranties and warranties shall commence as of the date of Substantial Completion of the Project.

K. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof, except that the City shall be responsible for loss attributable when a particular design, process or the product of a particular manufacturer or manufacturers is specified. If the Contractor has any reason to believe that the design, process or product specified could be an infringement of a patent, it shall be responsible for such loss unless it promptly gives such information in writing to the DP and City.

L. The Contractor shall limit its operations to the confines of the Project, except as necessary to connect to existing utilities, and shall not, without the prior written permission of the affected property City, and encroach on property outside the site. Contractor shall not permit unauthorized persons or activities on the site and shall maintain the site in a safe and secure manner.

M. The Contractor shall prearrange time with the DP whenever it becomes necessary to interrupt any service to make connections, alterations or relocations and shall fully cooperate with the City in doing Work so as to cause the least annoyance and interference with the continuous operation of the City's business or official duties. Any existing plumbing, heating, ventilating, air conditioning or electrical disconnections which may affect portions of this construction or building or any other building must be coordinated with the DP to avoid any disruption of operation within the building or construction or other building or utilities. In no case, unless previously approved in writing by the DP, shall utilities be left disconnected at the end of a workday or over a weekend. Any interruption of utilities, whether negligently, intentionally, or accidentally, shall not relieve the Contractor's responsibility for the interruption or from liability for loss or damage caused by such interruption even though such loss or damage was not foreseeable by Contractor or subcontractor, or from responsibility for repairing and restoring the utility to normal service. Repairs and restoration shall be made before the workmen responsible for the repair and restoration leave the job.

N. The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. If the Contractor fails to properly clean up during construction, or if a dispute arises between the Contractor and/or separate Contractors as to their responsibility for cleaning up, the City may clean up and charge the costs thereof to the Contractors responsible as determined by the City and/or DP. At the completion of the work he shall remove all his waste materials and rubbish from and about the Project as well as all his

tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up at the completion of the work, the City may do so and the cost thereof shall be charged to the Contractor.

## **ARTICLE 21 INSPECTION OF WORK**

A. All Work done and all materials are subject to inspection by the City and/or the DP to determine if they conform to the Contract Documents. The DP and City shall at all times have access to the Work, including materials being fabricated or stored off site. The Contractor shall furnish at the Contractor's cost any facilities necessary for sufficient and safe access to the Work.

B. Inspections, tests, measurements, or other acts of the City and/or the DP are for the sole purpose of assisting the City and/or the DP in determining that the Work, materials, rate of progress, and quantities comply with the Contract Documents and/or Contractor's requests for payment. These acts or functions shall not relieve the Contractor from performing the Work in full compliance with contract requirements nor relieve the Contractor from any of the quality, compliance and responsibility for the Work assigned to it by the Contract Documents. No inspection by the City and/or the DP shall constitute or imply acceptance or waiver of rights.

C. Nonconforming Work or materials may be rejected and Contractor shall correct such rejected Work without additional compensation, even if the Work or materials have been previously inspected or accepted by the City and/or the DP or even if the City and/or the DP failed to observe the unsuitable Work or materials.

D. Any Work required to be inspected by the DP and/or the City prior to being covered, which is covered up without prior inspection or without prior consent of the DP and/or the City, must be uncovered and recovered by the Contractor, if requested by the DP or the City, at no cost to City, notwithstanding the provisions of the following subsection.

E. Contractor shall notify the City and DP in writing at least 48 hours prior to the time at which the City or DP must be present to perform an inspection. Failure to provide such notice will place the Contractor at risk for all consequences of non-inspection and having to uncover work.

## **ARTICLE 22 CORRECTION OF WORK**

A. If any portion of the Work is covered over contrary to the request of the DP or City or as required by the Contract or the applicable building standards, it must be uncovered for observation at the Contractor's expense if requested by the DP or City in writing.

B. If any portion of the Work, other than those portions required to be inspected by the DP and/or the City prior to being covered, has been covered over, the DP or City may request that it be uncovered for observation. If such portion is found to be in accordance with the

requirements of the Contract Documents, the cost of uncovering it shall be charged to the City as a Change Order. If such portion is found not to be in accordance with the requirements of the Contract Documents, the Contractor shall bear such costs.

C. The Contractor shall promptly remove from the site and replace any material or correct any Work found by the DP or City to be defective or failing to conform to the requirements of the Contract, whether or not fabricated, installed or completed, and whether discovered before or after Substantial Completion. The Contractor shall bear all costs of correcting such Work or material, including the cost of necessary additional professional services and the cost of repairing or replacing all work of separate contractors or subcontractors damaged by such removal or correction. The DP shall notify the Contractor and City immediately in writing upon its knowledge that additional professional services will be necessary and of the extent and estimated costs of the additional services. The City, with the recommendation of the DP, may consent to accept such Work or material with an appropriate adjustment in Contract Price.

D. If the Contractor does not promptly replace or correct such Work or material, the City may replace or correct the Work or material, and charge or deduct the cost of removal and replacement from any monies due to the Contractor, or recover such costs from the Contractor.

E. If, within two (2) years after the date of Substantial Completion, any of the Work is found to be defective or not in accordance with the requirements of the Contract, the Contractor shall correct it promptly after receipt of a written notice from the City to do so. If the Contractor does not promptly replace or correct such Work or material, the City may replace or correct the Work or material, and charge or deduct the cost of removal and replacement from any monies due to the Contractor, or recover such costs from the Contractor. Nothing contained in this section shall be construed to establish a period of limitation with respect to any obligation of the Contractor under the Contract or the law. The obligation of the Contractor under this section shall be in addition to and not in limitation of any obligations imposed by special guaranties or warranties required by the Contract, given by the Contractor, or otherwise recognized or prescribed by law.

F. If, during the running of a guarantee or warranty period, the Contractor must perform repair work to any portion of the Work, the running of the warranty or guarantee period is tolled from the time the defect or deficiency is discovered through the time when the Contractor successfully completes all repairs and retesting and start-up activities.

### **ARTICLE 23 DELAYS AND TIME EXTENSIONS**

A. If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the City or the DP, or by any separate Contractor employed by the City, or by changes in the Work, or by labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, adverse soil conditions, unavoidable casualties, delays specifically authorized by the

City, or by causes beyond the Contractor's control, avoidance, or mitigation, and without any fault or negligence of the Contractor or Subcontractor or Supplier at any tier, then the Contract Time shall be extended by Change Order for such reasonable time as the City may determine that such event has delayed the critical path of the Work or individual milestone or overall completion of the Work after considering the advice of the DP, if the Contractor complies with the notice and documentation requirements set forth below. The Contractor shall pay any additional fees or costs incurred by the City or DP as the result of delays caused by the Contractor for circumstances not excused as provided herein.

B. Initial notice of any delay in the Work shall be made in writing to the City immediately but in no event later than 24 hours after discovery of the event giving rise to the delay. Then, Contractor shall provide additional details of the delay in writing to the City within seven (7) calendar days from the beginning of the delay. Failure to meet these time requirements shall absolutely bar any and all later claims. The detailed notice shall indicate the cause of the delay, the anticipated length of the delay, the probable effect of such delay upon the progress and cost of the Work, and potential mitigation plans. If the cause of the delay is continuing, the Contractor must give written notice every month at the same time it submits the updated progress Narrative Report to the City. Within fifteen (15) days after the elimination of any such delay, the Contractor shall submit further documentation of the delay and, if applicable, a formal written request covering an extension of time for such delay. The written request for time extension shall state the cause of the delay, the number of day's extension requested and provide a fully documented analysis of the Progress Schedule, including a fragnet and any other data demonstrating a delay in the critical path of the Work or individual milestone or the overall project completion. If the Contractor does not comply with the notice and documentation requirements set forth above, the claim for delay is absolutely barred.

C. If the Contractor incurs damages related to expenses caused by a delay for which the City is solely responsible, which is unreasonable under the circumstances, and which was not contemplated by the parties at the time of formation of this Contract, then the parties shall attempt to reach an agreement on the Contractor's claim, provided that the Contractor has notified the City in writing as specified above, including why the City is believed by the Contractor to be solely responsible for the delay. Failure to provide such timely notice shall be deemed an absolute and final waiver of any rights to additional sums. Any disputes will be resolved in accordance with the City of Buckeye Procurement Code, as amended or superseded.

D. The Contractor shall have no right to claim for alleged extended or unabsorbed home office overhead; claims for delays shall be limited to provable extended site costs.

E. The date of beginning and the time for completion as specified herein are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the notice to proceed or at a preconstruction meeting, but in no event later than ten (10) days after the execution of this Contract, whichever first occurs. Said Work shall be prosecuted regularly,

diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. The time for completion of the same takes into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any extension thereof granted by the City, then the Contractor does hereby agree to pay to City the per diem amount specified in the Contract. This amount is agreed to be liquidated damages for such breach and not a penalty therefore. The per diem amount shall be paid for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work. The amount is fixed and agreed upon by and between the Contractor and City because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain. Said sums may be withheld by the City from any amounts due to the Contractor from the City, whether as the result of this Contract or any other obligation between the City and the Contractor.

F. The parties hereby agree that if the Contractor submits an original or updated schedule which shows the project and/or individual Milestone(s) completing earlier than required by the adjusted contractual completion date(s), the differences between the forecasted early completion and the required completion shall be considered Project-owned float available for use by both the City and the Contractor.

G. The Contractor shall not sequester shared float through such strategies as extending activity duration estimates to consume available float, using preferential logic, using extensive crew/resource sequencing, etc. Since float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the work beyond the adjusted Contract completion date. Since float time within the Construction Schedule is jointly owned, it is acknowledged that City-caused delays on the project may be offset by City-caused time savings (i.e., critical path submittals returned in less time than allowed by the Contract, approval of substitution requests which result in a savings of time to the Contractor, etc.). In such an event, the Contractor shall not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded and the Contract completion date or milestone date is also exceeded.

H. It is agreed that no time extensions shall be granted nor delay damages paid unless the delay is clearly demonstrated by the updated Construction Schedule current as of the month the change was issued or the delay occurred and which delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of work or other reasonable means.

#### **ARTICLE 24 SUSPENSION OF WORK**

A. The City may, at any time and without cause, order the Contractor in writing or cause the Contractor to suspend, delay or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for its convenience. Equitable adjustment shall be

made for any increase in the Contract Time necessarily caused by such suspension or delay by written Change Order.

## **ARTICLE 25 RIGHT TO STOP WORK**

A. If the Contractor fails to correct defective Work as required, or fails to carry out the Work in accordance with the Contract Documents, the City by written notice, may order the Contractor to stop the Work or any portion of the Work, until the cause for the order has been eliminated to the satisfaction of the City.

B. The DP may stop Work without written notice for 24 hours whenever in its professional opinion such action is necessary or advisable to ensure conformity with the Contract Documents. The Contractor shall not be entitled to an adjustment in the Contract Price or Contract Time under this subsection. The right of the City or the DP to stop the Work shall not give rise to a duty on the part of the City or DP to exercise this right for the benefit of the Contractor or others.

## **ARTICLE 26 CHANGES**

A. After this Contract is signed, Modifications in the Contract Price, the Contract Time or Scope of the Work may only be made by written Change Order.

B. By written directive at any time, the City may make any changes within the general scope of the Contract or issue additional instructions; require additional or modified Work or direct deletion of Work. The Contractor shall not proceed with any change involving an increase or decrease in cost or time without prior written authorization from the City and shall proceed in accordance with the procedures set forth in this section. If the Contractor proceeds with any change involving an increase or decrease in cost or time without written authorization as required by this paragraph, the Contractor hereby waives all rights or claims Contractor may have as a result of the change. The City's right to make changes shall not invalidate the Contract or relieve the Contractor of any liability. Any requirement of notice of change to the Surety shall be the responsibility of the Contractor.

C. The cost or credit to the City resulting from a change in Work shall be determined in one or more of the following ways:

1. By unit prices stated in the Contract.
2. By cost, as defined below, properly itemized and supported by sufficient, substantiating data to permit evaluation, plus a fee of ten percent (10%) of items (1) through (5) described below. Such costs shall be itemized by crafts as defined within the schedule of values and limited to the following items directly allocable to the change in the Work:

- (a) Cost of materials, including delivery but excluding Subcontractor-supplied materials.
- (b) Fully-burdened cost of labor, including, but not limited to, payroll taxes, social security, old age and unemployment insurance, vacation and fringe benefits required by agreement or routinely paid by contractor, and worker's or workman's compensation insurance but excluding Subcontractor's labor.
- (c) Rental value of equipment and machinery to be established by rental receipts and not to exceed reasonable and customary rates for the locale of the Work. For owned equipment, contractor must prove reasonable rental rate pursuant to actual ownership costs.
- (d) Cost of Subcontracted work calculated as above and Subcontractor's Field Supervision calculated in accordance with paragraph (5) below, plus Subcontractor's insurance and bond premiums as applicable. Insurance and bond premium cost shall not exceed a total of two percent (2%) of Subcontractor's documented cost.
- (e) Contractor's Field Supervision not to exceed five percent (5%) of (1), (2) and (4) above; the parties agree that this mark-up shall fully cover all contractor Field Supervision overhead.
- (f) Contractor's insurance and bond premiums not to exceed a total of two percent (2%), or documented cost.
- (g) Sales tax at full value.
- (h) If this method of cost or credit calculation is selected, in no event shall the combined total fee including all levels or tiers of Subcontractors exceed twenty percent (20%) of the total cost of paragraphs (1), (2), (3) and (4). Field Supervision is to be excluded at all levels for the purposes of the limit imposed by this paragraph.

3. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; provided that such lump sum shall not exceed that amount calculated under item 2. above.

D. If none of the above methods is agreed upon, the Contractor shall promptly proceed with performing the change, upon receipt of a written order signed by the City. Any dispute regarding the pricing methodology or cost of the change shall not relieve the Contractor from proceeding with the change as directed by the City. The cost or credit to the City shall be determined by the DP on the basis of the preceding subsection.

E. A fully executed Change Order shall be full and final settlement of all claims for direct, indirect, delay, disruption, inefficiency and any other consequential costs related to items covered or affected, as well as time extensions. Any such claim not presented by the Contractor for inclusion in the Change Order is irrevocably waived.

F. In an emergency affecting the safety of life, or of the structure, or of adjoining property, the Contractor, without special instruction or authorization from the City, is permitted to act at its discretion to prevent threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work shall be determined in accordance with this section.

## **ARTICLE 27 PAYMENT**

A. Payments on account of the Contract Price will be made monthly as Work progresses. Payment Applications, covering labor, material, equipment, supplies, and other items completed, delivered or suitably stored on site during a period ending on the last calendar day of each month, shall be submitted to the City by the Contractor on the current edition of AIA Documents G702 and G703, within five (5) days after end of the period. Payment Applications shall be notarized shall be supported by such data substantiating the Contractor's right to payment as the City may require, and reflect retainage, if any, as is provided. All payments shall be subject to any offset or retainage provisions of the Contract.

B. Each payment made to the Contractor shall be on account of the total amount payable to the Contractor, and title to all Work covered by a paid partial payment shall thereupon pass to the City. Nothing in this section shall be construed as relieving the Contractor from the sole responsibility for care and protection of materials and Work upon which payments have been made, for restoration of any damaged Work, or as a waiver of the right of the City to require fulfillment of all terms of Contract Documents.

C. The City, within seven (7) days after receipt of the Payment Application, will either issue a Certificate for Payment for such amount as is properly due or issue written notice of the reasons for withholding such a certificate.

D. The issuance of a Certificate for Payment will constitute a representation by the City, observations at the site and the data comprising the Application for Payment, that the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his certificate); and that the Contractor is entitled to payment in the amount certified.

E. Payment may be withheld in whole or in part to protect the City on account of:

1. Unsatisfactory job progress as determined by the City.
2. Defective Work or materials not remedied.
3. Disputed Work or materials.
4. Claims or other encumbrances filed or reasonable evidence indicating probable filing of claims or other encumbrances by Subcontractors or Suppliers, or others.
5. Failure of the Contractor to make payment to Subcontractors or Suppliers within seven (7) days after receipt of each progress payment.
6. A reasonable doubt as determined by the City that the Work can be completed for the unpaid balance of the Contract Price or within the Contract Time.
7. The Contractor's failure to perform any of its contractual obligations under the Contractor Documents, or any other Contract with the City.
8. Deficiencies or claims asserted by City against Contractor arising from any other project. Within fourteen (14) days following the receipt of the Certificate of Payment, the City shall pay to the Contractor 90% of the value of the Work in place and materials suitably stored at the site. The remaining 10% shall be retained by the City until the Contract is 50% completed at which time the retainage shall be reduced to 5%; provided that: (a) the Contractor is making satisfactory progress on the Contract; and (b) in the City's sole judgment, there is no specific cause or claim requiring a greater amount than 5% to be retained. Thereafter, the City shall pay the Contractor 95% of the value of the Work, unless and until it determines satisfactory progress is not being made, at which time the 10% retainage may be reinstated. Such 10% reinstatement would be 10% of the total contract value of Work in place and materials stored. The City's sole judgment concerning the satisfactory progress of the Work shall be final.

F. Within sixty (60) days after the issuance of the Certificate of Final Completion by the City and receipt of all other documents required by the Contract, all retained amounts shall be paid to Contractor as part of Final Payment:

1. The Final Payment shall not become due until the Contractor delivers to the City full and final unconditional releases from Subcontractors and major Suppliers acknowledging payment in full. Any claim filed thereafter shall be the responsibility of the Contractor.
2. If any claim remains unsatisfied after all payments are made, the Contractor shall immediately upon demand refund to the City all monies that the latter may be compelled to pay in discharging such claim including all costs, interest and attorneys' fees.

G. If any payment of the Contract Price is not made within thirty (30) days and without just cause, interest shall thereafter accrue on the unpaid principal balance at the minimum rate allowed by state law (A.R.S. § 44-1201) on the due date.

**ARTICLE 28  
WARRANTY**

- A. The Contractor warrants that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be free from faults and defects and in strict conformance with the Contract Documents.
- B. Neither provision of manufacturers' warranties nor Final Payment nor use or occupancy of all or a portion of the Premises by the City shall constitute an acceptance of Work not performed in accordance with the Contract Documents or relieve the Contractor or its sureties of liability with respect to any warranties or responsibility for faulty materials and workmanship.
- C. This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the City takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the City takes possession.
- D. The Contractor or its sureties shall remedy any defects in the Work and any resulting damage to the Work or the Work of others at its own expense.
- E. The Contractor shall be liable for correction of all damage resulting from defective Work. If the Contractor fails to remedy any defects or damage, the City may correct the Work or repair the damages and the cost and expense incurred in such event shall be paid by or be recoverable from the Contractor.
- F. The warranties provided in this section shall be in addition to and not in limitation of any other warranty or remedy provided by law or by the Contract Documents.

**ARTICLE 29  
SUBSTANTIAL COMPLETION**

- A. When the Contractor requests a Substantial Completion Inspection for the Work or a designated portion thereof, the City shall determine the validity of the request. A list of items to be completed or corrected shall be prepared by the Contractor and presented to the City with the request for inspection. By submitting a request for Substantial Completion Inspection the Contractor thereby certifies that it has performed a thorough inspection of the Project in preparing the list of items to be completed or corrected, has consulted with its subcontractors, and that the remaining incomplete or defective work shall be completed within thirty (30) days of submission of the request. The City shall evaluate the Contractor's request and list of uncompleted items and, if appropriate in their judgment, add to or delete items from the list necessary to complete the work. The failure to include items on any punch list shall not alter the responsibility of the Contractor to complete all Work in accordance with the Contract

Documents. By submitting a request for Substantial Completion Inspection, the Contractor thereby certifies that the remaining incomplete or defective Work required by the Contract Documents shall be completed within thirty (30) days.

B. If the City, on the basis of Substantial Completion inspection, determines that the Work has been substantially completed in accordance with the Contract Documents, then the City will prepare a Certificate of Substantial Completion, which shall establish the date of Substantial Completion; shall state the responsibilities of the Contractor for remaining punchlist items, maintenance, heat and utilities, security, and damage to the work; and shall fix the time, not to exceed thirty (30) days, within which the Contractor shall complete the punch list. The Certificate of Substantial Completion shall be submitted by the City to the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate. The Project shall not be deemed substantially complete until the Certificate is issued irrespective of City occupancy.

### **ARTICLE 30 FINAL INSPECTION**

A. When the Contractor submits in writing to the City a request for a final inspection of the Work, the City shall determine the validity of the request. Following the inspection, if there are items to be completed or corrected, the City DP will determine the dollar value to be withheld in accordance with the retainage provisions of the Contract. In the event that the Contractor has not completed the punch list items within the time designated in the Certificate of Substantial Completion, the City retains the right to have these items corrected at the expense of the Contractor, including all architectural, engineering and inspection costs and expenses incurred by the City.

B. The City shall not be required to release the retainage until such items have been completed and inspected.

### **ARTICLE 31 ASSIGNMENT OF CLAIMS**

A. The City and Contractor recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by City. Therefore, the Contractor hereby assigns to City any and all claims for such overcharges. The Contractor in all subcontracts shall require all Subcontractors to likewise assign all claims for overcharges to the City.

**ARTICLE 32  
DISPUTES**

A. All of Contractor's claims and disputes shall first be referred to the DP for initial determination, by written notice, not more than seven (7) days from the occurrence of the event which gives rise to the dispute, or not more than seven (7) days from the date that the Contractor knew or should have known of the problem. Unless the claim is made in accordance with these time requirements, it is irrevocably waived. The City shall render a written decision within a reasonable time. The City's decision may be reviewed in accordance with City of Buckeye Procurement Code, as amended or superseded. Any claim not timely filed or not complete at the time of filing is irrevocably waived.

B. Any failure of the City to make a decision within the time limit set forth shall not be construed as acquiescence in all or any part of the Contractor's claim for relief. Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any claims and controversy proceedings, and the City shall continue to make payments to the Contractor in accordance with the Contract Documents.

**ARTICLE 33  
FORUM**

A. No suit or action shall be commenced hereunder by any claimant other than in the Arizona Superior Court, and only after all contractual and administrative procedures have been fulfilled. By submitting a bid for this project, Contractor agrees to be bound by the City of Buckeye Procurement Code Dispute Resolution Procedures and waives any objections to those procedures.

**ARTICLE 34  
TERMINATION BY THE CITY**

A. This Contract may be terminated by the City under the conditions stated in A.R.S. § 38-511.

**ARTICLE 35  
TERMINATION FOR CAUSE**

A. The City may terminate the Contract upon the occurrence of any one or more of the following events:

1. If the Contractor refuses or fails to prosecute the Work, or any separable part, with such diligence as will ensure its completion within the Contract Time; or if the Contractor fails to complete the Work within the Contract Time;
2. If the Contractor or any of its key subcontractors is adjudged a bankrupt or insolvent or makes a general assignment for the benefit of creditors, or if the Contractor or any of its key subcontractors or a third party files a petition to take advantage of any

debtor's act or to reorganize under the bankruptcy or similar laws concerning the Contractor or any of its key subcontractors, or if a trustee or receiver is appointed for the Contractor or any of its key subcontractors or for any of the Contractor's property on account of the Contractor's insolvency, and the Contractor or its successor in interest or any of its key subcontractors does not provide adequate assurance of future performance in accordance with the Contract within ten (10) days after receipt of a request for assurance from the City;

3. If the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment;
4. If the Contractor fails to make prompt payments to subcontractors or suppliers at any tier, or for labor, materials or equipment;
5. If the Contractor fails to comply with laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction;
6. If the Contractor fails to follow any reasonable instructions by the City;
7. If the Contractor performs Work which deviates from the Contract Documents, and neglects or refuses to correct rejected Work; or
8. If the Contractor otherwise violates in any material way any provisions or requirements of the Contract Documents. Once the City determines that sufficient cause exists to justify the action, the City may terminate the Contract without prejudice to any other right or remedy the City may have, after giving the Contractor and its Surety seven (7) days notice by issuing a written Declaration of Default. The City shall have the sole discretion to permit the Contractor to remedy the cause for the contemplated termination without waiving the City's right to terminate the Contract.

B. If the Contract is terminated, the City may take over the Work and prosecute it to completion, by contract or otherwise, and may exclude the Contractor from the site. The City may take possession of the Work and of all of the Contractor's tools, appliances, construction equipment, machinery, materials, and plant which may be on the site of the Work, and use the same to the full extent they could be used by the Contractor, without liability to the Contractor. In exercising the City's right to prosecute the completion of the work, the City may also take possession of all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

C. If the unpaid balance of the Contract Price exceeds the direct and indirect costs and expenses of completing the Work, and all City damages including liquidated damages and

compensation for additional professional and consultant services, such excess shall be used to pay the Contractor for the cost of the Work it performed and a reasonable allowance for overhead and profit. If such costs exceed the unpaid balance, the Contractor shall immediately upon demand pay the difference to the City. In exercising the City's right to prosecute the completion of the Work, the City shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work, and the City shall not be required to obtain the lowest figure for Work performed in completing the contract. If the City takes bids for remedial Work or completion of the project, the Contractor shall not be eligible for the award of such contracts.

D. If the Contract is terminated, the City may demand that the Contractor's Surety take over and complete the Work on the Contract. The City may require that in so doing, the Contractor's Surety not utilize the Contractor in performing the Work. Upon the failure or refusal of the Contractor's Surety to take over and begin completion of the Work within 20 days after the demand, the City may take over the Work and prosecute it to completion as provided above.

E. The City shall have the option of requiring any, all or none of the Subcontractors to perform according to their subcontracts and may assign any or all of the subcontracts to a general contractor selected to complete the Work.

F. If the City takes over the Work, unexecuted orders entered into by the Contractor for performance of any part of the Work will be effective upon acceptance by the City in writing and only as to those subcontracts and purchase orders which the City designates in writing.

G. The Contractor shall be liable for any damage to the City resulting from the termination or from the Contractor's refusal or failure to complete the Work, and for all costs necessary for repair and completion of the Project over and beyond the amount of the Contract. The Contractor shall be liable for all legal fees and costs required to enforce the provisions of the Contract.

H. If the City terminates the Contract, the Contractor shall remain liable for liquidated damages for delay until such reasonable time as may be required for final completion of the Work. Such damages shall be in addition to and not in lieu of any other damages sustained by City in completing the Work.

I. In the event the Contract is terminated, the termination shall not affect any rights of the City against the Contractor. The rights and remedies of the City under this section are in addition to any other rights and remedies provided by law or under this Contract. Any retention or payment of monies to the Contractor by the City will not release the Contractor from liability.

J. If the Contract is terminated under this section, and it is determined for any reason that the Contractor was not in default under the provisions of this Section, the termination shall be

deemed a Termination for Convenience of the City and, the rights and obligations of the parties shall be determined in accordance with the following section.

**ARTICLE 36**  
**TERMINATION FOR CONVENIENCE OF THE CITY**

A. The City, by written notice to the Contractor, may terminate this Contract in whole or in part when sufficient appropriated or other funds are not available or in the sole discretion of the City it is in the City's best interest. In such case, the Contractor shall be paid for all Work executed and reasonable termination expenses, and a reasonable allowance for profit and overhead on Work done, provided that such payments exclusive of termination expenses shall not exceed the total Contract Price as reduced by other contract payments previously made to the Contractor and as further reduced by the value of the Work as yet not completed. The Contractor shall not be entitled to profit and overhead on Work, which was not performed.

**ARTICLE 37  
ASSIGNMENT OF CONTRACT**

Contractor shall not assign any amount or part of the Contract or any of the funds to be received under the Contract unless Contractor has the prior written approval of the City and the Contractor's Surety has been given notice and has given written consent to any such assignment.

**ARTICLE 38  
LAW TO GOVERN**

A. This Contract is made under and shall be construed in accordance with the laws of the State of Arizona. If any portion of this Contract is found to be unenforceable the rest and remainder of the Contract shall remain in full force and effect so as to effectuate the intent of the parties. Each party acknowledges that it has had an opportunity to review this Contract with counsel and this document shall be construed fairly and equitably so as to effectuate the intention of the parties irrespective of who is determined to have been the drafter of the document.

**ARTICLE 39  
E-VERIFY**

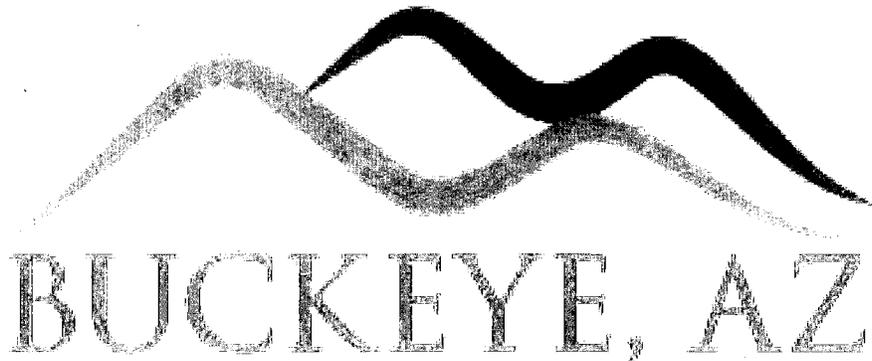
A. E-Verify Requirements. To the extent applicable under Arizona Revised Statute § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statute § 23-214(A). The Contractor or subcontractor'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 Contractor or subcontractor employee who work on the Contract to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty.

B. The Contractor and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the City. The Contractor and its subcontractors 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.

**END OF SECTION**

**TECHNICAL SPECIFICATIONS  
FOR  
DEAN ROAD LANDSCAPE IMPROVEMENTS**

**CITY OF BUCKEYE  
CONTRACT NO. 2014-09**



**March 2015**

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For the purpose of the Technical Specifications, both MAG standards and ADOT standards noted and revised shall be used for the City's project; however where a direct conflict exists between the Technical Specifications and the City's General Conditions, the more stringent will prevail.

**PROFESSIONAL ENGINEER SEALS**

This book of specifications and related contract documents represents the efforts of the following firms:

(1) Kimley-Horn and Associates, Inc. (KHA)

A representative of various disciplines have affixed his/her professional seal below, which attests that those portions of these specifications, which relate to their respective discipline area, were prepared under his/her direction.

Kimley-Horn and Associates, Inc. (KHA)



Expires 03/31/2016

## PART 100 – GENERAL CONDITIONS

The City of Buckeye Engineering and Design Standards can be accessed at <http://www.buckeyeaz.gov/developers/engineering/> are part of these contract documents.

The "Uniform Standard Specifications for Public Works Construction" which are sponsored and distributed by the Maricopa Association of Governments (MAG), and which are hereinafter referred to as the "MAG Standard Specifications," are hereby adopted as part of these contract documents. Copies of these documents, with revisions, may be obtained at the Maricopa Association of Governments, 302 North 1st Avenue, Phoenix AZ 85003.

The Maricopa County Department of Transportation Supplement to the MAG Standard Specifications is also adopted as part of these contract documents. Copies of these documents may be accessed at: [http://www.mcdot.maricopa.gov/technical/eng-manuals/2015\\_Suppl.pdf](http://www.mcdot.maricopa.gov/technical/eng-manuals/2015_Suppl.pdf).

### SECTION 101 ABBREVIATIONS AND DEFINITIONS:

#### 101.2 Definitions and Terms

The following additions are made to definitions in Section 101.2 of the MAG Standard Specifications:

Contracting Agency:	City of Buckeye, Arizona
Owner:	City of Buckeye, Arizona
Design Landscape Architect:	Kimley-Horn
Survey:	Survey Innovation Group, Inc.
Engineer:	To be appointed
Project Manager:	To be appointed
Owner's Representative:	To be appointed
Inspector:	To be appointed

The Engineer, Project Manager and/or an Owner's Representative may all be a same person and will be appointed by the City to represent the City of Buckeye.

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## **SECTION 104 SCOPE OF WORK:**

### **104.1 Work to be Done:**

Section 104.1 of the MAG Standard Specifications is modified to add:

The landscape improvements project is located on the east side of Dean Road within in the City of Buckeye, Maricopa County. The project limits are generally from the Roosevelt Irrigation District canal right-of-way north to Yuma Road. The project includes the construction of a concrete sidewalk, and the installation of landscape materials within the Dean Road right-of-way. The work consists of subgrade preparation, new sidewalk, decomposed granite, landscaping, irrigation, and other related incidental work.

The above items of work along with the construction requirements are adequately described and defined in the Uniform Standard Specifications and Details for Public Works Construction sponsored and distributed by the Maricopa Association of Governments (MAG) together with the City of Buckeye and MCDOT supplements thereto, latest revisions, or within these technical specifications.

The information written into these project technical specifications will:

- Describe any special or unusual conditions
- Explain details of the work not covered in the MAG Specifications and Details
- Relate certain work to specific bid items or payment quantities
- Contain the specifications and/or drawings and specifications of this project.

### **104.1.5 Pre-construction video**

Contractor shall provide a copy of a pre-construction video to the City of Buckeye prior to commencing work and retain a copy for their records; at a minimum, this video shall show the existing condition of the roads adjacent to the project, condition of landscaping and fences in close proximity of the work, and the like. There will be no measurement or payment for this video.

### **104.2.6 Value Engineering Proposals by the Contractor**

Proposals may be submitted to the Engineer for modifying the plans, specifications, or other requirements of the contract for the sole purpose of reducing the total costs of construction without impairing in any manner the essential functions or characteristics of the project, including service life, economy of operations, ease of maintenance, benefits to traveling public, desired appearance or design and safety standards.

After execution of the contract, an initiative may be recommended by the Contractor. The initiative must be identified as a Value Engineering Proposal (VEP), and may

include modifications to the plans or specifications, construction phasing procedures, or other contract requirements.

Any cost savings generated to the contract as a result of the VEP offered by the Contractor and approved by the City will be shared equally between the Contractor and the City.

Bid prices are not to be based on the anticipated approval of a VEP. Additional costs should be included in the VEP for the engineer's evaluation and/or re-design that may be required for the VEP. If a VEP is rejected, the contract shall be completed in accordance with the original terms of the contract or as otherwise modified.

Any decision whether to approve or accept a VEP shall be within the sole discretion of the City. The City will bear no liability for any delay in considering a VEP, the refusal to accept or approve such a proposal, or any other matter connected with a VEP.

#### **GENERAL INFORMATION**

The following items, though not a comprehensive list, are non-payment items being considered incidental to the project, the costs of which are to be included in project overhead or within other specific bid items:

Clearing and Grubbing  
Dust Control  
Temporary construction fencing  
Locating (or potholing) of new or existing utilities  
SWPPP Preparation and Document Maintenance  
SWPPP Best Management Practices (BMPs) installation and maintenance  
Contractor's site office or yard  
Hauling routes, construction entrances, or staging/stockpile yards  
Roadway sweeping  
Any and all permits - preparation costs and permit fees  
Protective fencing or plating for open trenches  
As-builts

#### **CONTRACT STANDARD SPECIFICATIONS AND DRAWINGS**

The following Standard Specifications and Standard Drawings referenced in the project contract documents are required for construction of this project:

- City of Buckeye Engineering Design Standard Specifications and Details, latest adopted edition
- Maricopa Association of Governments (MAG) Uniform Standard Specifications for Public Works Construction, latest edition

- Maricopa Association of Governments Uniform Standard Details for Public Works Construction, latest edition
- Maricopa County Department of Transportation (MCDOT) Supplement to MAG Uniform Standard Specifications, latest edition
- AASHTO Manual of Uniform Traffic Control Devices, latest edition

## **CONSTRUCTION RESTRICTIONS**

General: The Contractor shall perform construction activities between normal work hours; 7 a.m. to 5 p.m., Monday through Friday excluding national holidays and holiday weekends, except as approved by the City.

Night work may be established by the Contractor as regular procedure with written permission of the City of Buckeye, and will be subject to the City's Noise Ordinance. Such permission may be revoked at any time by the City of Buckeye.

Work outside these hours may be permissible provided a construction schedule has been prepared, submitted to and found acceptable to the City of Buckeye. The schedule shall identify the details of the work to be performed, including the location and duration of planned activities. Submittals shall be made a minimum of seven days prior to the planned work to allow sufficient time for the City to review the request and schedule any necessary inspections and testing services that occur outside the normal and excepted working hours indicated above.

## **TRAFFIC CONTROL**

Traffic control shall be provided and maintained in accordance with the latest edition of the Manual of Uniform Traffic Control Devices and the City of Phoenix Barricading Manual, Maricopa County Department of Transportation, MAG Uniform Standard Detail 401, and City requirements. The Contractor is required to submit a Traffic Control Plan and Barricade Plan to the City for approval where the construction of the new improvements are adjacent to or connecting to any existing roadway or pedestrian facilities. The Traffic Control Plan and Barricade Plan shall be approved before a permit for the work will be issued. The Contractor shall install approved barricading and traffic control, as approved by the City, before work can take place. All overnight barricades shall be lit and functioning.

All required traffic control work for the project is being paid for under bid item 401.01000.

## **SAFETY FENCING FOR TRENCHES AND EXCAVATIONS**

The Contractor shall provide safety construction fencing around all open trenches and excavations during all non-working hours.

The Contractor shall provide for the safety and welfare of the general public by adequately fencing all excavations and trenches that are permitted by the Engineer to remain open when construction is not in progress.

Fencing shall be securely anchored to approved steel posts located six (6) feet on center, having a minimum height of six (6) feet, and shall consist of wire mesh fabric of sufficient weight and rigidity to adequately span a maximum supporting post separation of six (6) feet.

The fencing, when installed about the periphery of excavations and trenches, shall form an effective barrier against intrusion by the general public into areas of construction. The Contractor, at all times when construction is not in progress, shall be responsible for maintaining the fencing in good repair, and upon notification by the Engineer, shall take immediate action to rectify any deficiency. Prior to the start of any excavation or trenching required for the execution of the proposed work, the contractor shall submit to the Engineer for approval, detailed plans showing types of materials and methods of fabrication for the protective fencing.

There will be no separate measurement or payment for furnishing, installing, or maintaining protective fencing. The cost shall be considered included in other bid items for which the fence is necessary.

### **SOILS INFORMATION**

No geotechnical report was prepared for this project.

### **GENERAL REQUIREMENTS**

#### **Measurement and Payment for Various Work Items:**

##### **Utilities:**

The contractor shall be responsible for determining exact location of utilities if present.

##### **Subgrade Preparation:**

Subgrade preparation shall be incidental to Bid Item 340.01210 Concrete Sidewalk, MAG Det. 230 and Bid Item 430.42000 Decomposed Granite, 2" thick.

All other materials removed and not designated to be salvaged or incorporated into the work shall become the property of the contractor.

The contractor shall not remove or damage any existing private improvements outside the right of way. Private improvements cannot be removed by the contractor unless

otherwise shown on the project plans. The contractor shall repair any damaged improvements at his own expense.

All new construction shall be completed within the public right of way areas shown on the project plans.

When working in the vicinity of mailboxes, the contractor shall maintain access to the mailboxes for mail delivery and pickup.

**SECTION 105 CONTROL OF WORK:**

**105.2 Plans and Shop Drawings:**

Section 105.2 of the MAG Standard Specifications is modified to add:

All materials and equipment not provided by City of Buckeye shall be approved by the Engineer prior to purchasing and installation. Any work in which materials or equipment not previously approved by the Engineer are used shall be performed at the Contractor's risk and may be considered as unauthorized and unacceptable and are not subject to the payment provisions of the contract. Such materials or equipment may be subject to removal at the discretion of the Engineer.

Before ordering or installing any material or equipment, the Contractor shall submit four (4) copies of each proposed material and/or equipment list, including shop drawings to the City for approval by the Engineer. To be acceptable, the list shall be complete and contain all items supplied on the project by the Contractor, including pre-approved items. The City of Buckeye reserves the right to reject an incomplete or unclear material submittal. All items on the list shall be identified by manufacturer's part number, model, specification or other pertinent catalogue information. The materials from any catalog cuts shall be clearly indicated by the Contractor. One (1) copy will be returned to the Contractor for further action.

All equipment or material specified or shown on plans, or other drawings, by brand name, part number, or model number is intended to be descriptive of the type and quality of material or equipment desired. Another equal brand name, part number, or model number may be substituted so long as it is in accordance with these specifications and is equal in form, fit, function, performance, reliability, and is approved by the Engineer.

**Materials**

The Contractor shall furnish to the City of Buckeye's Engineer product data, material certificates of compliance, mix designs and shop drawings in sufficient detail to show complete compliance with all specified requirements, including but not necessarily limited to the following:

- Soil Amendments and Conditioner
- Decomposed Granite
- Herbicides
- Fertilizer

Product data shall include information such as the manufacturer's printed recommendations, compliance with recognized trade association standards, application of testing agency labels and seals, product dimensioning, and notation of coordination requirements.

The Certificates shall be prepared by the Manufacturer or testing agency thereof and should include technical specifications and compliance with industry trade association and testing agency standards.

#### Distribution and Review

The Contractor shall anticipate and schedule for a two week review period by the City of Buckeye and/or its designee during which time the City will approve, disapprove, or request modifications. The latter two will require re-submittal of the material and a subsequent additional review period. This process shall be repeated until all submitted materials have been approved.

Shop drawings shall be on sheets in standard size increments between 8 ½" X 11" and 24" x 36". All drawings shall indicate the name of the job, the City's job number, date, names of the Contractor, Subcontractor and Preparer, and the date of approval by the Contractor. All other data, certificates or mix design reports shall be presented on 8 ½"x11" formats, or as provided by the Supplier/Manufacturer.

#### **105.6 Cooperation with Utilities**

Section 105.6 of the MAG Standard Specifications is modified to add:

The Contractor shall notify the affected utility companies and Blue Stake (263-1100) prior to the start of construction and shall ascertain the approximate locations of the various underground utilities either shown on the plans and/or as may be brought to his attention by the utility companies. The exact locations of underground utilities shall be determined by "potholing" by the Contractor prior to any trenching or excavation operations.

No utility conflicts are anticipated, however, It shall be the Contractor's responsibility to notify Blue Stake at 602-263-1100 (1-800-STAKE-IT), field verify utility locations if existing and to coordinate in a timely manner with the pertinent utility companies so that any obstructing utility installation may be adjusted without delay to the Contractor's

project schedule.

The Contractor shall be responsible for potholing all utility conflicts in a timely manner; the cost for potholing new or existing utilities shall be included in the cost for other items of work.

#### **105.7 Cooperation between Contractors**

Section 105.7 of the MAG Standard Specifications is modified to add:

The Contractor is hereby notified of the following proposed projects that may be ongoing during the project improvements. There will be no separate measurement or payment for the needed coordination, providing needed access, and sequencing of construction that may be needed for these projects.

Sundance Parcel 48 and 49A Drainage Improvements:

This project to install channel protection for an existing residential offsite drainage channel located adjacent to this project area may be ongoing. The project is currently under design development and no construction schedule is available as of writing of these requirements.

The Contractor is hereby notified of this project and shall coordinate work with this project and shall make no claim for any delays that may be associated with the City's Sundance Parcel 48 and 49A drainage improvements project.

#### **105.8 Construction Stakes, Lines and Grades**

MAG Section 105.8, Construction Stakes, Lines and Grades are deleted and replaced with the following:

The Contractor shall furnish all materials, personnel, and equipment necessary to perform all surveying, staking, laying out of control lines and verifications of the accuracy of all existing control points which are delineated in the Contract Documents. The work shall be done under the direction of a Registered Land Surveyor licensed to practice in the State of Arizona.

Staking Outline: Prior to beginning any survey operations, the Contractor shall furnish to the City of Buckeye Project Manager, for approval, a written outline detailing the method of staking, interval of stakes, marking of stakes, grade control for various courses of materials, referencing, structure control, and any other procedures and controls necessary for survey completion. A part of this outline shall also be a schedule which will show the sequencing of the survey and layout work, throughout the course of the contract, listing a percentage of completion for each month.

**Field Books:** The Contractor shall furnish field books to be used for recording survey data and field notes. These books shall be available for inspection by the City at any time and shall become the property of the City upon completion of the work.

**Survey Control Verification:** The Contractor shall be responsible to stake construction elevations tied to the prime bench mark.

Coordinate and elevation information for other monuments and benchmarks has been provided in the project plans. If a discrepancy is discovered with respect to project elevations, the project prime benchmark will override all other monuments and/or benchmarks.

- a. **Control Points (horizontal and vertical)** – The existence and location of all survey monuments, bench marks and control points shall be verified prior to demolition or construction activity. Immediately notify the City of Buckeye Project Manager when location discrepancies greater than two-hundredths (0.02) foot horizontal or one-hundredth (0.01) foot vertical are found.
- b. **Control Lines** – Construction control lines with grade breaks, transition points, horizontal and vertical curves, etc., shall be established and referenced prior to construction.
- c. **Temporary Bench Marks** – Temporary bench marks shall be established and referenced at this time.

**Pre-Construction Location Survey:** All existing features which are located prior to construction shall be referenced to survey monuments along control lines by stationing in accordance with the construction documents and by offset distance from the control lines. All features shall be relocatable after construction. Distances measured shall be within one-hundredth (0.01) foot.

- a. **Survey monuments** - All survey monuments that lie within the construction area that may be disturbed shall be referenced to a specific point on at least four (4) stable objects by distance measurement. Reference objects shall be located no greater than three-hundred (300) feet from the survey monument being referenced.
- b. **Water and Sewer line appurtenances** - Water and sewer line surface appurtenances such as manholes, valves and cleanouts that lie within the construction area shall be located and noted on the Contractor's approved construction documents prior to any demolition or excavation.
- c. **Match Points and Removals** - Verify the location (horizontal and vertical) of existing facilities to which the project connects. Immediately notify the City of Buckeye Project manager when location discrepancies of connecting facilities greater than one-tenth (0.10) foot horizontal or two-hundredths (0.02) foot vertical are found.

**Construction Stakes:** The Contractor shall set construction stakes and marks establishing lines and grades for road work, curbs, gutters, path, structures, buildings, centerlines for utilities and necessary appurtenances and other work as indicated in the

Contract Documents and shall responsible for their conformance with the plans and specifications.

The stakes shall be established in accordance with the following guidelines which represent the minimum standard and the Contractor shall provide additional stakes and controls necessary to perform the work. The Contractor shall be held responsible for the preservation of all stakes and marks and will replace, at no additional cost to the City, any construction stakes or marks which have been carelessly or willfully destroyed by any party.

**a. Sidewalks:**

1. Sidewalk shall be staked and installed prior to construction.
2. Cut/fill stakes for rough grade shall be set at one-hundred (100) feet intervals with cuts to the top of curb.
3. Finish grade stakes shall be set to sidewalk grade at twenty-five (25) feet intervals, at grade breaks, angle points, transitions, returns, sidewalk ramps and other curb control points. The stakes shall be tacked for line on a two (2) foot offset to the back of curb.
4. Sidewalk forms shall be checked for grade at flow line prior to placing concrete where longitudinal grades are one-tenth (0.10) percent or less.

**b. Landscaping:** The Contractor shall delineate the procedures and controls to be utilized in the Staking Outline.

There will be no separate measurement or payment for furnishing and installing staking. The cost shall be considered included in other bid items for which staking is necessary.

**105.8.3.2 Resetting Monuments:**

**(A) General:**

The Contractor shall be responsible to maintain all existing monumentation, including section line, right-of-way and roadway monumentation. Monumentation disturbed during construction shall be re-established by the Contractor and recorded at the appropriate county recorder's office, at no additional cost to the City.

**(B) Monumentation Standards:**

Section corner, quarter corner and property corner monuments shall be re-established following the procedures in the Manual of Surveying Instructions 1973, published by the U.S. Department of the Interior, Bureau of Land Management and all applicable statutes and requirements specified in the current Arizona State Board of Technical Registration's "Arizona Boundary Survey Minimum Standards."

**(C) Procedures:**

Section line, right-of-way and roadway monumentation re-established by the Contractor shall bear the registration number of the Land Surveyor in responsible charge of the location.

Monuments used to define section lines shall be stamped in accordance with Manual of Surveying Instructions 1973, published by the Department of Interior, Bureau of Land Management. Roadway monumentation shall be stamped in accordance with the requirements of the appropriate municipal jurisdiction.

Monuments that are re-established shall be recorded at the appropriate county recorder's office and a copy of the Corner Recordation documentation shall be submitted to the Construction Manager within five working days of recordation.

Any discrepancies in grade, alignment, earthwork quantities, locations or dimensions detected by the Contractor shall immediately be brought to the attention of the Construction Manager. No changes in the project plans will be allowed without the approval of the Construction Manager.

**Inspection and Acceptance of Work:** The City reserves the right to make inspections and random checks of any portion of the staking and layout work. If, in the City's opinion, the work is not being performed in a manner that will assure proper control and accuracy of the work, the City will order any or all of the staking and layout work redone at no additional cost.

**Measurement and Payment:**

Construction survey and staking will be measured by the lump sum.

**105.10 Inspection of Work**

Section 105.10, add the following:

The Contractor shall hire an independent third party Material Testing firm to perform Quality Control testing for the project. The City reserves the right to do Quality Assurance testing.

All material testing for the project shall be paid under bid item 112.01000 Contractor Quality Control.

## **SECTION 107      LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC**

### **107.1      Laws to be Observed**

Section 107.1 of the MAG Standard Specifications is modified to add the following:

The City of Buckeye will endeavor to ensure in every way possible that small, minority and woman-owned business enterprises shall have every opportunity to participate in providing professional services, purchased goods and contractual services to the City of Buckeye without fear of discrimination based on race, religion, sex, age, disability or national origin. A Small Business, Minority and Woman-Owned Business Enterprise goal has NOT been established for this contract, however participation is encouraged.

### **107.2      Permits**

Section 107.2 has been revised to read:

It is Contractor's responsibility to obtain all permits and licenses, pay all fees, charges, and taxes and prepare all required notices for the lawful execution of the work. Permits for earth moving may be obtained from Air Pollution Control, Maricopa County Department of Environmental Management, 2406 South 24th Street, Suite E-214, Phoenix, Arizona 85034, Telephone Number (602) 506-6700. A copy of the earthmoving permit and dust control plan shall be submitted to the Engineer prior to commencement of any earthmoving activities.

#### **107.2.1      AZPDES (NPDES) Construction General Permit Requirements:**

Unless otherwise directed by the City, the Contractor shall be responsible for compliance with the Arizona Pollutant Discharge Elimination System (AZPDES) requirements administered by the Arizona Department of Environmental Quality (ADEQ).

##### **107.2.1.1 Regulation Compliance:**

The Contractor shall take all necessary measures to assure compliance of employees and subcontractors with the AZPDES Construction General Permit for Arizona as well as all other applicable federal, state and local laws, ordinances, statutes, rules and regulations pertaining to stormwater discharge and air, ground water and surface water quality. As the permittee, the Contractor is responsible for preparing, in a manner acceptable to the ADEQ and the EPA, all documents required by regulation, which shall include but not necessarily be limited to the following:

###### **107.2.1.1.1 Notice of Intent (NOI).**

###### **107.2.1.1.2 Stormwater Pollution Prevention Plan (SWPPP).**

### **107.2.1.1.3 Notice of Termination (NOT).**

### **107.2.1.2 NOI Submittal:**

Preliminary copies of the NOI and the SWPPP shall be submitted to the City during the pre-construction conference and shall be subject to review by the City prior to implementation.

The Contractor shall ensure the completed and duly signed NOI form(s) are submitted in a timely manner to prevent a delay to project construction.

The AZPDES form shall be submitted to ADEQ's Phoenix office by certified mail or hand delivered to the address below:

Stormwater Program-Water Permits Section/NOI  
Arizona Department of Environmental Quality  
1110 West Washington, 5415B-3  
Phoenix, AZ 85007

The form may also be faxed to ADEQ at 602-771-4674 or submitted via "smart NOI" accessible from the ADEQ's website:  
<http://www.ev.state.az.us/environ/water/permits/stormwater.html>.

If the construction is near an impaired or unique water, the SWPPP shall be submitted with the NOI. Permit activation may require 32 business days or more for construction sites near impaired or unique waters, as well as for construction sites with special concerns, therefore documentation is to be submitted to ADEQ as early as possible (preferably at least 32 business days prior to the desired start of construction).

All local municipalities within the construction project limits shall be notified, as applicable. A copy of all submitted NOI forms shall be posted at the construction site. An additional copy shall be submitted to the Engineer.

### **107.2.1.3 Time Extension:**

Failure by the Contractor or subcontractor of any tier to submit a NOI within the mandated time frame shall result in delay of the construction start date and no claims for extension of time will be granted for such a delay.

### **107.2.1.4 SWPPP:**

The Contractor shall develop, implement, update and revise the SWPPP, as necessary, to assure compliance with permit requirements. The SWPPP shall be retained on the project site at all times during construction. Copies of forms and guidance for preparing

the SWPPP are available in the "Drainage Design Manual for Maricopa County, Volume III Erosion Control." The manual is available at the Flood Control District, 2801 West Durango Street, Phoenix, Arizona 85009. In addition, a "Construction SWPPP Checklist" can be obtained from ADEQ for assisting in the preparation of the SWPPP.

**107.2.1.5 Inspections:**

Contractor shall perform inspections of all stormwater pollution control devices on the project once every fourteen (14) days and within twenty-four (24) hours of each 0.5-inch or greater storm event, as required under the provisions of the AZPDES Construction General Permit for Arizona. Contractor shall prepare reports on such inspections and shall retain the reports for a period of at least three (3) years following the completion of the project. Inspection reports shall be submitted monthly to the City along with progress payment requests. Additionally, Contractor shall maintain all stormwater pollution control devices on the project in proper working order, which shall include cleaning and/or repair during the duration of the project.

**107.2.1.6 NOT Submittal:**

Upon project completion, acceptance and demobilization, Contractor shall submit to the permitting agency a completed, duly executed Notice of Termination form for each NOI issued, with a copy to appropriate municipalities, thereby terminating all AZPDES permit coverage for the project. Contractor shall then provide to the City copies of the SWPPP, inspection information and all other documents prepared and maintained by the Contractor in compliance with the AZPDES Construction General Permit. Contractor shall retain the originals of such documents for a period of at least three (3) years following the completion of the project and make such documents available for inspection by representatives of the Environmental Protection Agency, the Arizona Department of Environmental Quality, the County, and any municipality having jurisdiction, upon request.

**107.2.1.7 Fines and Penalties:**

Fines and penalties imposed by the ADEQ or the EPA for Contractor's failure to comply with any or all of the permit requirements shall be borne by the Contractor.

**107.2.1.8 Payment:**

The lump sum price for AZPDES shall include all material, labor, and costs relating to the NOI, NOT, and the SWPPP. This includes but is not limited to the preparation, installation, maintenance, and removal of temporary SWPPP elements, assuring proper operation of the pollution control devices installed, and all maintenance, cleaning, and disposal costs associated with clean-up and repair following storm events, runoff or releases on the project. The lump sum price for AZPDES shall be inclusive of all related costs, and no additional claims shall be made by the Contractor under any other

specification provision, including changed conditions. Contractor shall be compensated for this bid item at a rate of 25% of the total bid price with the first progress payment, with the remaining 75% prorated over the entire length of the project.

### **107.7 Barricades and Warning Signs**

Section 107.7 of the MAG Standard Specifications is modified to add the following:

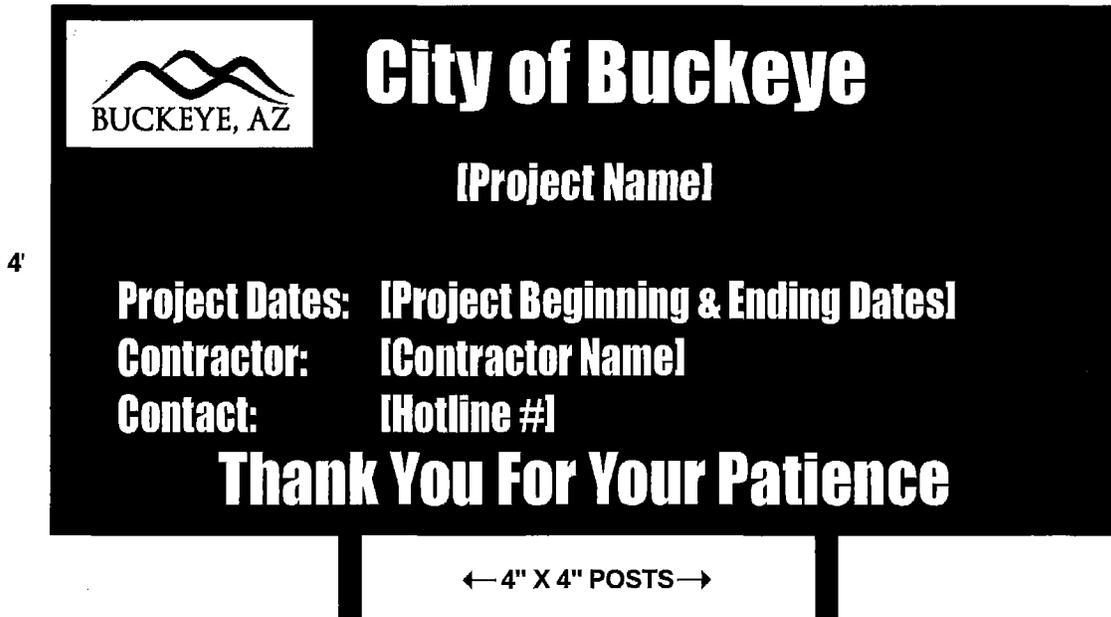
#### **Construction Signs:**

It shall be the responsibility of the Contractor to furnish and erect construction project signs in accordance with this Specification. The project signs shall be professionally prepared and subject to approval by the City, shall be maintained by the Contractor for the duration of the project and shall be removed by the Contractor during the final project clean up. Sign locations shall be determined by the City. The cost for the project sign(s) shall be considered included as part of other contract items. No separate payment will be made for the construction project sign(s).

The number of signs required, the size, shape, installation requirements and information to be included for construction signs are established in the paragraphs and detail provided below:

CONSTRUCTION SIGN DETAIL

8'



The Contractor shall provide a 4-foot by 8-foot green signboard, as detailed herein. Typical project identification sign for general projects shall be non-reflectorized green background and non-reflectorized white letters and numerals. Letter height and spacing shall be as shown on the attached detail. Lettering shall be manufactured according to the Federal Manual on Uniform Traffic Control Devices (MUTCD) using Type "C" letters. Sign shall list the following information:

1. Project Name
2. Project Dates (Scheduled beginning and ending dates.)
3. Construction Contractor Name
4. Contractor hotline number for project **and** City email address

The hotline number for the project will be supplied by the Contractor. The hotline is intended to be an answering service that actually answers the phone 24/7. The Contractor shall have a contact that is familiar with the project and will be reachable 24/7 to respond to any emergency that may arise in off work hours.

**The hotline cannot be a 24 hour "answering machine."**

The Contractor shall submit a layout drawing to City Construction Manager for approval showing the location, size and color of lettering and logos. Sign supports shall be 4-inch by 4-inch pressure treated posts, set a minimum of 2-feet in the ground. The bottom of the sign shall be a minimum of 4-feet above the ground. All required construction signs shall be installed by the Contractor within seven days of issue of the Notice to Proceed. The sign shall be maintained in good condition until the completion of the Contract, at which time the sign shall become the property of the Contractor. One sign shall be erected for buildings and other limited area single sites. For multiple sites, one sign shall be erected at each site. For linear projects one half mile or longer, place one sign at each end of the project.

## **SECTION 109      MEASUREMENTS AND PAYMENTS**

Add the following subsections to the MAG Standard Specifications:

### **109.10      Mobilization**

Mobilization:

The City of Buckeye will compensate Contractor for one-time, round trip mobilization/demobilization of Contractor's personnel, equipment, supplies and incidentals, establishment of offices, buildings and other facilities required for the performance of the work on the project, as well as preparatory work and operations prior to the commencement of the work on the project site.

Measurement:

Measurement of all work completed under the contract will be measured by the Engineer according to United States standard measures. The methods of measurement and computation to be used in determination of quantities of materials furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice. Mobilization/demobilization will be measured for payment by the lump sum as a single complete unit of work.

Payment:

Payment for pay items in the proposal will be as indicated in the applicable standard specification or in the special provisions.

Payment for mobilization/demobilization, measured as provided above, will be made at the contract lump sum price. Payment shall be made in equal one-third portions. The first payment will be paid with Contractor's initial billing. The second payment will be made when the total payments to Contractor for the bid items, exclusive of payments for mobilization/demobilization, equals one-half of the total bid by Contractor, exclusive of mobilization/demobilization. The remaining one-third will be paid as part of the second

to last progress payment. Final payment due Contractor will be for retention.

When other contract items are adjusted as provided in Section 109, and if the costs applicable to such items of work include mobilization costs, such mobilization costs will be considered as recovered by Contractor in the lump sum price paid for mobilization, and will be excluded from consideration in determining compensation under Section 109.

If the Contractor performs a second mobilization/demobilization of personnel, material and/or equipment at the Engineer's express written request, the City will compensate the Contractor for such expenses at the Contractor's actual costs. The Contractor shall provide all documentation for these costs at the request of the Engineer.

Add the following new MAG Section:

## **SECTION 112      CONTRACTOR QUALITY CONTROL**

### **112.1      Work Specified Herein:**

This Section outlines requirements covering testing laboratory services and inspection required during the course of construction of the Project. Testing, when required, will be in accordance with pertinent codes and regulations and with selected standards of the American Society for Testing and Materials.

The Contractor shall select a pre-qualified City testing laboratory firm and will pay for material testing services of the testing laboratory as further described in this Section. Cooperate with the selected testing laboratory and all others responsible for testing and inspecting the Work.

Provide other testing and inspecting as specified to be furnished by the Contractor in this Section and/or elsewhere in these Specifications.

Conform to MAG Section 106, "Control of Materials."

### **112.2      Testing:**

The contractor shall pay for initial testing services required by the City. Additional tests, required due to failure of the initial compliance testing, shall be paid for by the Contractor.

Inspections and tests required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid for by the Contractor, unless otherwise provided in the Contract Documents.

Inspecting and testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

Representatives of the testing laboratory shall have access to the Work at all times. Provide facilities for such access in order that the laboratory may properly perform its function.

Specimens and samples for testing, unless otherwise provided in the Contract Documents, will be taken by the testing personnel. Sampling equipment and personnel will be provided by the testing laboratory. Deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.

Testing Laboratory Services:

1. All public Improvement Construction within the public right-of-way and onsite site improvements shall be conducted in accordance with, and conform to, the latest edition of the uniform standard specifications for Public Works Construction and Uniform Standard Details for Public Works Construction, Both as published by the Maricopa Association of Governments (M.A.G.).
2. Inspection of work per M.A.G. 105.10: The Engineer shall be permitted to inspect all materials, and each part or detail of the work at any time for the purpose of expediting and facilitating the progress of work. He shall be furnished with such information and assistance by the contractor, as is required to make a complete and detailed inspection. The City Engineer requires that the actual test result data sheet accompany all compaction test results submitted to the city's inspector. Pass/Fail statements are not acceptable without the attached data sheet. Failure to submit the test result data sheets will result in an incomplete submittal and the test will be rejected.
3. Testing laboratory shall report the results of all tests, in writing simultaneously to the following:

Engineer	2 copies
Contractor	2 copies
Owner Representative	2 copies
4. The office of the City Engineer shall be notified at least forty-eight (48) hours prior to the commencement of any work within the city right-of-way.
5. Contractor is to notify all public utilities at least two (2) working days prior to construction, for field locations of their respective facilities, by contacting the following: BLUE STAKE NUMBER: 1-800-782-5348.
6. Contractor shall give notice to the Owner's Representative and the City of Buckeye Engineer not less than three (2) working days in advance of when

he/she will perform construction testing services in connection with any portion of the work. Notification(s) in written format to the appropriate agency(s) shall be the Contractor's responsibility. The Owner's Representative will be copied on all notifications. If inspections are not performed, the Work will be subject to being uncovered and inspected and replaced by the Contractor accordingly. All Work associated with this process will be the financial responsibility of the Contractor.

7. Compaction testing is required and must be performed in the presence of a representative of the City Engineer.

BACKFILL: Backfill within the public utility easements and within public street right-of-way compact to 95% of maximum theoretical density per ASTM D698. All materials outside the moisture limit shall be considered unsuitable, and subject to removal. No hydraulic compaction or water jet compaction will be allowed. All compaction must be done by mechanical means. Moisture limit spec: 2.0 percent below optimum moisture, material shall be uniform.

8. Compaction testing for sub-grade will be done after the sub-grade has been string lined and is within tolerance and accepted by the City Engineer. The City Engineer or his representative will direct the number and location of density tests. All sub-grades shall have a blue-top elevation set to finished grade and left and right edges of pavement, and centerline of roadway.
9. One (1) sand cone test shall be required for every ten (10) nuclear density tests performed, or when requested by the City Engineer or his representative. The City Engineer or Engineer's representative shall determine the locations of these sand cone tests.
10. Compaction densities: M.A.G. type I Backfill material (Section 601.4.4) is modified to include areas under the pavement, right-of-way, and easements for all trenches including sewer, water, electric, gas, telephone, and storm drains, moisture spec. 2.0 percent below optimum moisture compact to 95% of maximum theoretical density. All materials outside the moisture spec-limit shall be considered unsuitable, subject to removal and material shall be uniform.
11. All curb, gutter and sidewalk expansion joint filler will be ½" bituminous pre-molded strips. All expansion joint spacing shall not exceed a maximum of (50') feet or as directed by the City Engineer. Concrete curing compound material shall be a white pigment membrane used on all concrete structures including curb & gutter, sidewalk, headwall, catch basins and sidewalk ramps.

**112.3 Payment:**

The sampling and testing under this section will be paid under, CONTRACTOR QUALITY CONTROL, bid item 112.01000.

**PART 200 – EARTHWORK**

**SECTION 201 CLEARING AND GRUBBING**

**201.1 Description:**

This work shall consist of removing objectionable material from areas within the limits of work as delineated on the project plans. Such limits may extend beyond the right-of-way to a noted distance or to an obstruction, such as a perimeter wall.

**201.3 Construction Methods:**

Any vegetation identified on the plans as to be preserved in place will be fenced with temporary protective fencing as shown on the plans, or as needed by proximity to high traffic construction areas. Vegetation that is willfully removed or that dies as a result of neglect, careless construction, or trampling of roots will be replaced in kind to the City of Buckeye in a location selected by the Owner, within the boundaries of the City of Buckeye.

**201.5 Payment, Clearing and Grubbing:**

Section 201.5 of the MAG Standard Specifications is modified to add the following:

No payment will be made for clearing and grubbing as such; the cost thereof shall be included in the bid price for the construction or installation of the items to which said clearing and grubbing are incidental or appurtenant.

No measurement or direct payment will be made for temporary construction fence used in the preservation of existing plants, the cost being considered included in the price of the items.

Add the following new MAG Section:

**SECTION 214 SITE GRADING**

**214.1 Description:**

This work shall include all labor, materials, equipment, and services necessary to

provide complete site grading and related items as indicated or specified. Site grading shall be provided to the full extents of the project limits as shown on the project plans.

Site grading for the project shall comply with Section 106 and Part 200 of the MAG Uniform Standard Specifications.

**214.1.2 General:**

All work shall be in accordance with MAG Specifications Section 107, 210, 211, 225, and 601, and all City of Buckeye modifications to the specifications.

Bidders must visit the site to form their own conclusions as to the character of the site preparation and grading work.

Construction staking is to be provided by the Contractor as part of their work.

“Finished Grade”, as used herein refers to the required final grade elevation indicated to the top surface of the structure, pavement, etc. If the finished grades indicated by spot elevations conflict with those indicated by contours, obtain clarification from Engineer. Set subgrades to allow for thickness of base, paving, etc.

Unless otherwise indicated, give Project site areas uniform slopes between points for which finished grades are indicated or between such points and existing established grade, except provide roundings at abrupt changes in slopes.

All testing will be in accordance with MAG Specification Section 106, and as required by the Soils Report.

**214.2 Materials:**

Fill material shall be in accordance with Section 211 of MAG Uniform Standard Specifications and approved by the Engineer.

**214.3 Construction Requirements:**

**214.3.1 Site Preparation:**

Prior to construction activity on the site, the property shall be cleared per MAG Section 201.

The entire site shall be inspected for any evidence of prior excavations, uncontrolled backfill or soft spots. Should these anomalies be encountered, the material shall be removed and replaced with suitable material. All compaction of backfill shall be accomplished by mechanical means and may not be water settled.

All existing rubble, building materials and rock over 6" diameter and other debris that exists on site shall be completely removed by the contractor and properly disposed of off-site at no additional cost to the City. This includes surface material and those materials encountered during grading, trenching, foundation preparation and other construction activities to a minimum depth 18" below finish grade in under paving and landscape areas, 24" under footings.

Finish grading shall include the removal of all surface rock over 1" diameter or as otherwise specified.

**214.3.2      Compaction and Density Criteria:**

Compaction of cleaned exposed native soils shall be accomplished to the density criteria recommended in Section 301 of the MAG Uniform Standard Specifications and in Section 430.4 Decomposed Granite Area of these specifications.

Natural undisturbed soils or compacted soils subsequently disturbed or removed by construction operations shall be replaced with materials compacted as specified above.

All areas of development- widen any pits, ditches, depressions, etc. as necessary to accommodate compaction equipment and to provide a level base for placing fill.

**214.3.3      Earthwork Quantities:**

The Contractor shall compute the earthwork quantities by a method best suited for an accurate quantity determination. The Contractor is solely responsible for using these numbers to determine his bid. The Contractor shall utilize the soils reported as a reference to determine the earthwork quantities. If major discrepancies between the engineer's estimate and the Contractor's estimate exist, the Contractor shall submit in writing as part of their bid the reason for the deviation and the difference in the quantities based upon this deviation within 14 days of being awarded the bid. The contractor shall supply the Engineer with the Contractor's earthwork calculations for evaluation and alternative generation as part of the submittal within 14 days of being awarded the bid.

**214.3.4              Excavating:**

Backfill and compact all over-excavated areas whether caused through error or carelessness as specified or fill below. Perform all of this without additional compensation.

Material to be excavated shall be non-classified and shall include all earth or other materials encountered in excavating. The Contract Sum is understood to cover the removal of all such materials to the depth and extent indicated or specified.

Remove all excess excavated material from the site and legally dispose of it at no additional cost.

**214.3.5 Preparation of Subgrade:**

Prior to placement of fill materials, all surfaces shall be even and free from ruts, hummocks, or other uneven features which could impede uniform compaction. Sloping areas steeper than 5:1 (horizontal: vertical) shall be benched to prevent slippage planes between existing slopes and fills. Benches shall be level and wide enough to accommodate compaction and earthmoving equipment.

Prepare subgrade at all areas to proper elevation to receive final material.

**214.3.6 Excess-Water Control:**

Do not place, spread, or roll any fill material during unfavorable weather conditions. Do not resume operations until moisture content and fill density are satisfactory to the Engineer.

Provide berms or channels to prevent flooding of subgrade. Promptly remove all water collecting in depressions.

Where soil has been softened and eroded by flooding or placement during unfavorable weather, remove all damaged areas and recompact as specified for fill and compaction below.

Dewatering:

1. Provide and maintain at all times during construction, ample means and devices with which to remove promptly and dispose of all water from every source entering the excavations or other parts of the Work.
2. Dewater by means that will ensure dry excavations and the preservation of the final lines and grades of bottoms of excavations.

**214.3.7 Grading:**

Grade site to slopes and elevations as shown on the Drawings, except as otherwise directed by the Owner's representative.

Graded areas shall be constructed with positive slopes to prevent surface water ponding. The contractor shall guarantee that all graded areas shall drain, except for closed retention basins shown on the Drawings. Make any and all needed modifications to achieve positive drainage.

Grading tolerances:

1. Rough grade: 0.10 foot

2. Finish grade: Base course under concrete slabs: Tolerance = 0.5 in. vertical in 10'-0" horizontal.
3. Planting areas: Shrub areas are typically to be set from 1 to 1 1/2 inches below adjacent grade of pavement or lawn, where grades are not indicated on Drawings.

Treatment after completion of grading:

1. After grading is completed and the Engineer has finished inspection, permit no further excavating, filling or grading except with the approval and inspection of the Engineer.
2. Use all means necessary to prevent erosion of freshly graded areas during construction and until such times as permanent drainage and erosion control measures have been installed.
3. Protect all newly graded areas from foot and vehicular traffic. Keep areas free from trash and debris.
4. Repair and re-establish grades in any areas settled, rutted, or eroded.
5. Scarify soils to a depth of 8 inches in all areas compacted by the passage of construction equipment which are to be stolonized or planted.

Areas suspected or known to be non-draining:

1. Immediately notify the Engineer if any areas are suspected or known to be closed depressions or non-draining areas, except for designated stormwater retention basins.
2. Take all necessary actions, at no cost to the Owner, including re-grading, adjustment of proposed pavement grades, and provision of culverts, needed to provide free drainage and prevent ponding and standing water.

## **SECTION 230      DUST PALLIATIVE APPLICATION**

### **230.11      Measurement:** *is revised to read:*

No separate measurement will be made for dust palliative surface course application and dust palliative materials. The cost being considered included with contract items.

### **230.12      Payment:** *Of the MAG Uniform Standard Specifications is modified to read:*

No payment will be made for dust palliative surface course application and dust palliative materials. The cost being considered included with contract items.

## **PART 400 – RIGHT-OF-WAY AND TRAFFIC CONTROL**

### **SECTION 401      TRAFFIC CONTROL:** *is modified:*

Traffic Control for the project shall comply with Section 401 of the current MCDOT Supplement to MAG Uniform Standard Specifications.

## **SECTION 430 LANDSCAPING AND PLANTING**

### **430.1 DESCRIPTION:**

Section 430.1 is modified to add the following:

The work under this section shall consist of furnishing all labor, materials, and equipment to install decomposed granite, trees, and shrubs as designated for installation.

This section shall govern the preparation and planting of landscape areas as depicted and as required in the plans and specifications. Determine the location of underground utilities (call Blue Stake) and perform all work in a manner which will avoid possible damages to utilities. Hand excavate around utilities as required.

### **430.2 GENERAL:**

Section 430.2 is modified to add the following:

The Contractor shall furnish all labor, materials, equipment, and incidental and appurtenant items of work needed to install the landscape, to the extents and details shown in the plans.

Applicable publications listed below form a part of this specification:

Arizona Nursery Association Growers Committee Recommended Average Tree Specifications (Revised 2005).

American Nursery Stock (2004).

The Contractor shall perform all work in accordance with all applicable laws, codes, and regulations required by authorities having jurisdiction over such work and provide for all inspections and permits required by Federal, State, and local authorities in furnishing, transporting, and installing materials shown or for completing the work identified herein.

All planting areas shall be left free of construction debris including but not limited to concrete, grout, rebar, wood, nails, debris, and/or toxic material and graded to a level to permit landscape and irrigation construction. Compact trenches, foundation backfill or other fill areas for planting shall be at 85 percent maximum. No soil preparation or planting shall begin before the site has been cleared and cleaned of debris. The Engineer shall approve the condition of all planting areas prior to commencement of soil preparation for planting. Commencement of work indicates acceptance of job site conditions by the Contractor.

The Contractor shall cooperate and coordinate with other contractors and trades working in and adjacent to landscape areas.

The Contractor shall maintain stakes set by others until all parties concerned mutually agree upon their removal.

The Contractor shall ship materials with Certificates of Inspection required by growing authorities.

If any of the specified plant material is not obtainable, submit proof of non-availability in writing, together with a proposal for use of equivalent materials, similar in appearance, ultimate height, shape, habit of growth and general soil requirements. Send the availability letter to the Engineer within 30 days of Notice to Proceed. The definition of non-availability is the Contractor contacting a minimum of five (5) different sources. The Contractor may not make substitutions of a larger size of the same species and variety without the approval by the Engineer and at no additional cost to the City.

Before delivery, submit Certificates of Compliance, certifying that materials meet the specified requirements. Submit certified copies of the compliance reports for the following materials:

- Soil amendments and conditioners
- Decomposed granite
- Herbicides
- Fertilizer

Certification shall indicate suppliers name, address, telephone number, date of purchase, model number and technical description of item purchased, and quantity of each item purchased.

The Engineer reserves the right to take and analyze samples of materials for conformity to the specifications at any time. The Contractor shall furnish the samples upon request. Immediately remove rejected materials from the site at the Contractor's expense. The Contractor shall pay for the cost of removing any materials not meeting specifications.

All herbicide/pesticide applicators shall possess a valid A-20 or A-21 license with Pesticide Endorsement from the State Registrar of Contractors and Structural Pest Control Commission for application of non-restricted use chemicals. All Landscape Contractors, which shall list the names of those employees approved as applicators by the Registrar of Contractors. Application of non-restricted use pesticides shall not take place until the Engineer receives a copy of the application.

As directed by the Engineer, treat all non-paved areas with a post-emergent chemical

contact herbicide, such as Round Up or approved equal, to kill the existing weeds. Clear, grub, and remove the weeds after weed kill has been established, to the satisfaction of the Engineer.

Finished grades for landscape areas shall be smooth, uniform surface, free of abrupt grade changes or depressions. Finished soil grades adjacent to paving, curbs or headers shall be as shown in the drawings and may be adjusted by the Engineer for surface materials.

Provide proper surface drainage within all planted areas. Any grading conditions found in the plans or specifications, in obstructions on the site, or in prior work done by another party that the Contractor feels precludes establishing proper drainage, shall be brought to the attention of the Engineer in writing for resolution.

During the installation of landscape plantings, keep pavements clean and work areas in a neat and orderly condition on a daily basis. Remove all debris, trash and excess materials generated by the landscape installation. Sweep, scrub or hose affected areas as directed by the Engineer to maintain a clean and neat work area.

Landscape Contractor shall call for "blue stake" as required. Exercise extreme caution in all planting operations, as there are underground utilities throughout the entire area. Contractor shall study and be familiar with the location of these obstructions and underground utilities. Place plantings where shown on the plans. If there are obstructions or underground utilities, relocate plants clear of any interference but within the Right of Way at the direction of the Engineer.

Contractor shall not begin planting operations until landscape grading and irrigation system installation is complete, tested, and is fully operable by the irrigation controller.

#### Product Data and Samples

Submit product data and samples for the following items:

- Decomposed Granite – Samples for review and selection by Engineer
- Soil Amendments and Conditioner – Sample for review by Engineer
- Tree Stakes – Product Data for review by Engineer

#### Root Barrier

**Description:** All work shall comply with MAG Standard Section 430. The work for this item shall include providing Root Barrier.

**Submittals:** Product Data: Manufacturer's descriptive data and performance characteristics.

**Materials:** Contractor shall furnish 'Deep Root Barrier' by DeepRoot Green Infrastructure, LLC as specified or approved equal.

**Installation:** Contractor to install as per the manufactures recommendations. The installation will be where the new or existing tree is within 7 feet of the hardscape or underground utilities.

#### **430.4 DECOMPOSED GRANITE AREA:**

Section 430.4 is replaced with the following:

Decomposed granite shall be native, local, desert, decomposed granite at the size and color specified on the plans. The decomposed granite shall be from a single source, free from coating, clay, caliche or organic matter. The Contractor shall provide the Engineer with a sample of material for approval before installation.

Contractor must examine the subgrade, verify the elevations, and observe the conditions under which the work is to be performed. The existing grade shall be fine graded and raked free of organic matter and other debris one inch diameter and larger and then compacted. The area for fine grading shall be to the extents of the project limits as shown on the project plans and as described in Section 214 of these specifications.

Any existing weeds or Bermuda grass growing in designated landscape areas shall be treated with a post-emergent spray, such as Round-Up or approved equal. Any existing or new trees or vegetation shall be protected from the spray drift. There will be no separate payment for the weed spraying. Bermuda grass or weeds must be completely eradicated from all areas of the landscape and where designated by the Engineer. The Contractor shall remove all non-planted vegetation from all areas designated to receive decomposed granite (by chemical or mechanical means) and maintain the designated areas "vegetation-free" for a minimum period of 40 working days prior to placement of the decomposed granite, or as specified by the Engineer. Prior to placement of the decomposed granite, designated areas to receive decomposed granite shall be completely free of all grass, weeds, or other miscellaneous vegetation growth. All dead grass and weeds shall be removed and properly disposed of. There will be no separate payment for the weed spraying. Bermuda grass or weeds must be completely eradicated where designated by the Engineer from landscape or decomposed granite areas.

All weed control products and herbicides shall be approved for use by the Engineer prior to any applications. The Contractor shall submit copies of all manufacturer specifications and application rates to the Engineer for review and approval prior to application. Herbicides and weed control shall only be performed by a licensed applicator; Contractor shall supply information on applicator to the Engineer for approval.

The sub-grade, prior to granite placement, shall be compacted to between 85 to 90-percent of the maximum proctor density, as determined in accordance with the requirements of Arizona Test Methods 230 or 235, depending on the test method used to determine the compaction density (Sand Cone or Nuclear Method).

The Contractor shall apply two (2) applications of pre-emergent. One application of pre-emergent herbicide as per manufacturer's directions prior to installing granite and one application after granite has been installed, compacted, and raked level. The pre-emergent herbicide shall be applied in the manner recommended by the manufacturer to prevent germination of noxious weeds, and shall be equivalent to Gallery, Surflan, or an approved equal, and shall be applied at a rate per manufacturers recommendations. Pre-emergent herbicide shall be applied to the designated granite areas, prior to the final water settling operation. The Engineer is to be notified prior to all pre-emergent applications. Water to activate the pre-emergent herbicide shall be applied to the areas of the herbicide application as recommended by the manufacturer's label. The amount of water specified by the manufacturer may be adjusted due to rainfall, if approved by the Engineer.

After the first application of pre-emergent, the granite shall be installed and shall be rolled or raked to remove any irregularities, tire marks etc. Installation shall provide a two-inch depth of decomposed granite after compacting. During the final spreading and final grading operations, all surfaces within the decomposed granite areas shall be passed over by the spreading and grading equipment a minimum of two (2) times. Equipment operations for spreading, grading, raking, chemical application, water settling, and any other operations shall be done in a manner that uniformly maximizes the vehicle(s) wheel compaction over the surface area. All vehicles used for spreading, grading and raking the decomposed granite shall have one set of wheels with floatation tires having a minimum width of 18-inches to allow equal compaction of the granite mulch. The use or application of granite by any method (conveyor belt etc.) shall not relieve the Contractor of providing granite compaction to a level approved by the Engineer. Methods of compacting such as rolling, water settling, etc., shall be approved by the Engineer.

After placing, spreading, compacting, and grading the decomposed granite the Contractor shall water settle the total thickness of the decomposed granite to remove the fine material from the surface. The water settling operation, noted above, shall be completed by applying water at minimum depth of one-half inch over the decomposed granite areas placed or as approved by the Engineer. This water settling technique can be used to water in the second application of pre-emergent in compliance with pre-emergent Manufacturer recommendations and as approved by the Engineer.

Unless otherwise specified in the drawings, granite finish grade shall be one inch (1") below top of curb or adjacent sidewalk surfaces.

Add the following new Subsection:

**430.4.1 Decomposed Granite 3/4 Inch Screened:**

Contractor shall supply and place decomposed granite in areas and colors as designated on the plans. Gradation requirements for the decomposed granite 3/4" screened are as follows:

Decomposed Granite 1/2 Inch Screened

Sieve Size	Percent Passing
3/4 Inch	100
1/2 Inch	45-70
No. 40	5-20

The Contractor shall provide samples to the Engineer for all granite as specified above for approval prior to placement.

**430.5 TREE, SHRUB, AND GROUND COVER PLANTING:**

Section 430.5 is modified to add the following:

The Contractor shall coordinate pre-approval of plant material and delivery with the Engineer and applicable nurseries as required.

Upon delivery to the site, plant all nursery stock as soon as possible. Until planting, plants shall not be exposed to excessive sun or drying winds. The Contractor shall immediately replace any stock which is not satisfactory in the opinion of the Engineer with acceptable stock.

Perform the planting of all trees during favorable weather conditions, during the season or seasons, which are normal for such work, as determined by acceptable local practice.

Planting pit width only for trees and shrubs shall be excavated to three (3) times the width or diameter of the root ball of the plant to be planted. Contractor shall stockpile excavated native soil to use for preparing the planting backfill mix. Contractor shall scarify the walls of the planting pit to the satisfaction of the Engineer.

Planting pits shall be backfilled with two parts native soil and one part amended soil. Planting backfill mix shall be water settled to a grade sufficient that in the setting of the plant, the finish grade is level, after settlement, will be the same as that at which the

plants were grown (see details in landscape plans).

#### Box Removal:

Remove bottom of plant boxes before planting. Remove sides of box without damage to root ball after positioning plant.

Set container and boxed stock on undisturbed native soil, plumb, and hold rigidly in center of pit or trench with top of ball at elevation as shown on planting details. When set, place additional soil backfill and fertilizer tablets around base and sides of ball, and work each layer to settle planting soil backfill to eliminate voids and air pockets. Working in six-inch (6") lifts of planting backfill mix, water settle the area every twelve inches (12") of depth applied around plant thoroughly before placing next two lifts, repeat process until completed.

After removal of plants from containers or box sides, superficially cut edge-roots with a sharp knife on sides and tease out feeder roots to assure positive contact and embedment into planting soil.

After watering, refill any settlement within basins to required grade with native soil.

Prune, thin out and shape trees and shrubs in accordance with standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise directed by the Engineer, do not cut tree leaders, and remove only injured or dead branches. All pruning shall occur per the direction of the Engineer.

Remove from site any excessively pruned or malformed stock resulting from improper pruning and replace at no additional cost to the City.

Remove any rock or other underground obstructions, if possible, to the depth necessary to permit proper planting, according to plans and specifications. When encountering underground construction, obstructions, or rock in the excavation of planting areas, the Contractor may select other locations of the planting only upon approval of the Engineer. Prior to any work, the Contractor must be knowledgeable of the locations of all existing underground installations, and their protection is his responsibility. At the expense of the Contractor, correct all damage to the satisfaction of the Engineer. Coordinate all work with other trades so conflicts will not exist or delay the work in any way. Coordinate grades with earthwork and with placement of irrigation systems fixtures.

Stake all trees. Set stakes in line with prevailing winds. Stakes shall be 2-inch round knot-free pine, length as shown on details and installed as follows:

Stakes shall be placed immediately adjacent to, but in no case through, the root ball, and penetrate at least 6 inches into undisturbed soil, be aligned vertically, be pointed at

one end, and be aligned so as not to interfere with the existing branch structure of the tree.

Provide two (2) stakes spaced equally around trees per tree staking details. After the Engineer has reviewed tree staking, remove all growth stakes, labels, and ties from trunks of trees and shrubs and be properly disposed of.

**430.5.1 Substitutions:**

Section 430.5.1 is modified to add the following:

If any of the specified plant material is not obtainable, submit proof of non-availability in writing, together with a proposal for use of equivalent materials, similar in appearance, ultimate height, shape, habit of growth and general soil requirements. Send the availability letter to the Engineer within 30 calendar days of Notice to Proceed. The definition of non-availability is the Contractor contacting a minimum of five (5) different sources. The Contractor may make substitutions of a larger size of the same species and variety with the approval by the Engineer and at no additional cost to the City.

**430.5.6 Shrub and Tree Pits:**

Section 430.5.6 is modified to add the following:

Plant Layout:

The Contractor shall stake the location of individual trees in accordance with the plans for the Engineer to approve. The Contractor shall also make adjustments in the plant locations as directed by the Engineer and plant trees after establishing final grades and plant locations with approval of the Engineer.

Delivery:

Deliver plants just prior to planting. Deliver all packaged materials in containers showing weight, analysis and name of manufacturer that the Contractor will use during the planting operations. Contractor shall protect materials from deterioration during delivery and while stored on site. Submit certification of contents, quantity and source of all plants and planting materials to the Engineer for approval.

Protection of Plant Materials:

If there is a delay in planting for more than 6 hours after delivery, protect the plants from the sun, wind and mechanical damage. Keep roots and root balls moist, watering as often as necessary to maintain good health and vigor. Remove and replace all damaged and unhealthy plants as directed by the Engineer. Do not bend or bind any plants in such a manner as to damage bark, break branches or destroy their natural

shape. Provide adequate protection for root systems. Do not handle container plants by their foliage, branches or trunks.

**Pre-Delivery Inspection of Materials:**

Prior to delivery of any species to the project site, the Contractor shall make the necessary arrangements with the Engineer for an inspection of the plant material. The Contractor will pay for travel and expenses to non-local nurseries, out of the metropolitan Phoenix area, when requested by the Contractor. Remove immediately from the site any plants found to be unsuitable in growth habit or condition, or plants, which are not true to the specification, and replaced with acceptable plants.

The Contractor shall notify the Engineer at least 48 hours in advance for any inspection of the plant material at the offsite location. Prior to notifying the Engineer, the Contractor shall physically verify that all of the designated plant material meets the specified sizes and conditions.

**Constructions of Plant Pits and Trenches:**

Prior to planting, perform a percolation test on all plant pits to determine that adequate drainage exists. Fill the pits half-full with water. Allow the pits 24 hours to drain. If any pit has not substantially drained, install a rock caisson. Each caisson shall have a four-foot deep (4') by 8-inch (8") diameter hole filled with 1-1/2-inch diameter crushed stone filled to the bottom of the pit. Increase the depth of the caissons if encountering ground water, caliche, or impervious rock.

Modify the second paragraph to read:

Planting backfill mix - The planting backfill mix for trees shall consist of two parts native soil and one part amended soil.

**430.8 PLANT GUARANTEE AND MAINTENANCE:**

Section 430.8 is modified to add the following:

The Contractor shall begin maintenance immediately after planting and continue until the start of the Plant Establishment Period.

The Contractor shall maintain landscape work until final acceptance, but in no case less than 365 days after the Engineer accepts the work.

The Contractor shall furnish all labor, materials, equipment, tools, services, skill, etc., required to maintain the landscape in an attractive condition throughout the contract period. Maintenance of plant materials shall include, but not be limited to, pruning, weeding, fertilizing, irrigation programming, pest control, and landscaped areas trash

and debris clean up, per specifications. Maintenance shall be performed a minimum of once a week throughout the maintenance period.

The Contractor's supervisor shall be responsible for the training and supervision of the maintenance personnel's performance of their duties during the maintenance period.

All materials as noted (but not limited to this list) shall conform to the bid specifications:

- Pre-emergent
- Fertilizer
- Plant material
- Decomposed granite

#### Tree and Shrub Care:

Maintain trees in a healthy, growing condition by performing necessary operations, including the following:

#### Pruning:

Prune and shape only as necessary to maintain the usual form of the plant, to stimulate growth, to maintain growth within space limitations, and to maintain a natural appearance. Do not shear plant material. Any plant material improperly maintained, as determined by the Engineer, the Contractor shall remove and replace at no additional cost to the City.

#### Staking:

Inspect stakes weekly and adjusted or removed as necessary.

#### Weed Control:

In landscape areas, keep areas free of weeds. Use recommended, legally approved, herbicides whenever possible. Avoid frequent soil cultivation.

#### Ground Cover Care:

Foster attractiveness at all times by following these practices:

#### Granite Areas:

Inspect landscape granite weekly. Remove man-made debris, weeds, and grass controlled with chemicals. Any erosion that has occurred in any granite areas the Contractor shall be remedy, repair and replace granite at the Contractor's

expense.

#### Weed Control:

Keep all landscape areas free of broadleaf or grassy weeds and Bermuda grass, with pre-emergent and/or selective herbicides. Cultivating or hoeing weeds is not an allowed practice. The Contractor shall eradicate all noxious weeds or the City will not accept the project.

Unless otherwise authorized, the Contractor shall maintain all landscape areas, as they are completed during the course of work, on a continuous basis and until Engineer's final project acceptance. The Contractor shall provide adequate and experienced personnel to accomplish the maintenance. Maintenance shall include keeping the landscape areas free of debris on a weekly basis, chemical control and hand removal of weeds, fertilization as needed, cultivating the planting areas, and repairing tree stakes. An Arizona pesticide licensed Contractor shall perform all chemical control.

All plant material and installation shall be 100 percent guaranteed by the Contractor for a period of 365 Calendar Days beginning at the start of the Plant Establishment Period.

The Contractor shall replace plants within seven days of notification from the Engineer. Remove and replace dead, damaged or vandalized plants within seven days of notification. Install replacement plants of the same kind and size as originally specified and as described in the contract documents.

Keep plants in a healthy, growing condition by watering, pruning, spraying, weeding and any other necessary operation of maintenance. Keep plant beds free of weeds, grass and other undesirable vegetation. The Contractor shall inspect the plants at least once per week and perform appropriate maintenance. Pruning and re-staking shall be required as needed to remove any plant growth conflicting with vehicular or pedestrian movement.

The Contractor shall maintain the irrigation system as specified in Section 440 and make any necessary repairs regardless of cause to assure a complete and operational system as originally designed and constructed. Make repairs within 24 hours of detection.

The Contractor shall notify the Engineer 48 hours prior to the application of any chemical treatments. Qualified personnel shall mix chemicals and use the application equipment in the presence of the Engineer. An Arizona pesticide licensed Contractor shall perform all chemical control. The Engineer shall approve the personnel, materials and methods of application of chemicals prior to beginning the operation.

There shall be no separate measurement and payment for the Plant Guarantee and Maintenance Period. This cost shall be included in landscape bid items for: plant

materials and inert groundcover.

#### **430.9 PLANT ESTABLISHMENT PERIOD:**

Section 430.9 is replaced with the following:

The Contractor shall request an inspection by the Engineer when the Contractor believes the landscape work is substantially complete and the planting and related work is complete. After this initial inspection, and subject to his approval of the work, the Engineer will issue written notification to the Contractor setting the effective, beginning date for the Plant Establishment Period. The Plant Establishment Period for trees shall be for a period of 365 Calendar Days, but is subject to extension by the Engineer if the Contractor improperly maintains the landscape planting, appreciable plant replacement is required, or other corrective work becomes necessary. This work is incidental to other bid items within this section and there is no separate payment for the Plant Establishment Period.

All landscape areas, plant materials and decomposed granite shall be maintained as specified in Paragraph 430.8 – Plant Guarantee and Maintenance.

At final project acceptance or at the end of the plant establishment period, the Engineer will make a final acceptance inspection of the planted areas.

#### **430.10 MEASUREMENT AND PAYMENT:**

Section 430.10 is modified to add the following:

The basis of Measurement and Payment for Bid Item 430.01001, Landscape Establishment – Ninety (90) days, will be made at the lump sum bid price and shall be full compensation for the work, complete as described herein.

Measurement and Payment for Bid Item 430.01024, Tree - 24" Box and 430.01025, Shrub – 5 Gallon, shall be the price bid per each complete in place as shown on the project plans, details, and special provisions. Payment shall be full compensation for all labor, material, equipment, and incidental and appurtenant work.

Measurement and Payment for Bid Item 430.42000, Decomposed Granite, 2" Thick, shall be at the contract unit price bid per square yard for the inert materials as shown on the project plans, details, and special provisions and shall include all costs, materials, equipment, labor, and operations necessary for the installation and associated weed control and pre-emergent applications.

### **SECTION 440 SPRINKLER IRRIGATION SYSTEM INSTALLATION**

#### **440.1 DESCRIPTION:**

Section 440.1 is modified to add the following:

The Contractor shall furnish all labor, materials, tools, equipment, and services necessary for the execution and completion of a sprinkler irrigation system as indicated on the drawings and as described in these Technical Specifications and the General Conditions.

The plans indicate a detailed layout of irrigation lines, laterals, and emitter locations; however, some of the piping may be shown diagrammatically outside of the planting areas for graphic clarity. The Contractor shall follow the intent of the plan layout and shall review and obtain written approval from the Engineer for any requested changes.

Due to the scale of the drawings, it is not possible to indicate all offsets, fittings and sleeves that may be required. The Contractor shall carefully investigate the structural and finished conditions affecting all of his work and plan his work accordingly, furnishing such offsets, fittings and sleeves as may be required to meet such conditions. All work called for on the drawings by notes or details shall be furnished and installed whether or not specifically mentioned in the Technical Specifications.

The irrigation system shall be constructed using the emitters, valves, piping, fittings, controllers, wiring, and other components, of sizes and types as shown on the drawings and as called for in these Technical Specifications. The system shall be constructed to grades and conform to areas and locations as shown on the drawings.

#### **440.2 GENERAL:**

The third paragraph of Subsection 440.2 is revised as follows:

The Contractor shall maintain project record (as-built) drawings during the irrigation system construction as described below:

A. Maintain on-site and separate from documents used for construction, one complete set of contract documents as Project Record Documents. Keep documents current. Current up-to-date Record Drawings are a prerequisite for scheduled payments. Do not permanently cover work until Record Drawing information is recorded.

B. Record pipe and wiring network alterations. Record work that is installed differently than shown on the construction drawings. Record accurate reference dimensions, measured from at least two permanent reference points, of each irrigation system valve assembly, each controller, each sleeve end, each wire splice location, each stub-out for future pipe or wiring connections, and all other irrigation components including those enclosed within any valve box.

C. Prior to Final Review, obtain from the Engineer a copy of the drawings. Using

technical drafting pens, duplicate information contained on the project drawings maintained on site. Label each sheet "Record Drawing". Completion of the Record Drawings will be a prerequisite for the Final Acceptance.

If quantities are furnished either in Technical Specifications or on drawings, quantities are furnished for information only. It is the Contractor's responsibility to determine actual quantities of material, equipment, and supplies required by the project and to complete independent estimate of quantities and wastage.

Add the following new Subsections:

**440.2.1 Permits:**

All permits for installation or construction of the work included under this section, which are required by legally constituted authorities having jurisdiction, shall be obtained and paid for by the Contractor, each at the proper time. The Contractor shall also arrange for and pay all costs in connection with any inspections and examination required by these authorities.

**440.2.2 Execution:**

The Contractor shall examine the work areas and working conditions that will affect the work of this section. The Contractor shall not proceed with work until correcting the unsatisfactory conditions.

**440.2.3 References:**

The Contractor shall conform to the requirements of reference information listed below except where more stringent requirements are shown or specified in the Contract Documents.

American Society of Testing Materials (ASTM) - Specifications and Test Methods specifically referenced in this Section, and Underwriter Laboratories (UL) - UL wires and cables, and MAG Standards.

**440.2.4 Quality Assurance:**

Tolerances:

Specified depths of mains and lateral pipes are minimums. Settlement of trenches is cause for removal of finish grade treatment, refilling, re-compaction, and repair of finish grade treatment.

Coordinate work with other trades:

The Contractor shall guarantee/warranty irrigation materials, equipment, and workmanship against defects during the warranty period. The Contractor shall replace any pavement damage resulting from the installation of the irrigation system and repair damage to grading, soil preparation, or planting at no additional costs to the City and make repairs within 24 hours following notification by the Engineer.

**440.2.5      Cleaning:**

The Contractor shall maintain continuous cleaning operations throughout the duration of the work. Dispose of, off-site at no cost to the City, all trash and debris generated by installation of the irrigation system.

**440.2.6      Operation and Maintenance Manuals:**

Submit four (4) operation and maintenance manuals to the Engineer for review prior to final acceptance. The manuals should include the complete technical description of materials and products used; guarantee statement, complete operating and maintenance instructions on all major equipment. The Contractor shall provide a demonstration to maintenance personnel, with Engineer present, of how to adjust and maintain all emitter types, controller functions, and recommended controller programs, as established by the Contractor. The Contractor shall also review recommended watering rates for new plant materials.

**440.2.7      Preliminary, Substantial, and Final Walk-Through Inspections:**

Arrange for a preliminary walk-through with the Engineer, when the entire system is operational. Operate each zone in its entirety, additionally, open all valve boxes and expose item covered, if directed. Generate a list of items to be corrected and make adjustments, "fine tuning" the entire system by regulating valves, and setting pressure regulators at proper and similar pressure to provide proper coverage. Flush and adjust all emitters for optimum performance while preventing water from getting onto walks, roadways, and buildings. Adjustments may include, at no additional cost to the City of Buckeye, additional emitters, tubing, and outlet caps as required.

The Contractor shall correct all items generated from the preliminary walk-through and then arrange for a substantial completion walk-through. The Contractor shall rework any items deemed not acceptable by the Engineer to the Engineer's complete satisfaction. The maintenance period will not begin unless authorized by the Engineer. Provide all accessories, charts, record drawings and equipment, as required, before scheduling the Final walk-through.

Following the Landscape Maintenance Period the Contractor shall schedule a Final Walk-through inspection to review the system and make any necessary adjustments to the watering schedule.

### **440.3 MATERIALS:**

Section 440.3 is modified to add the following:

Prior to the start of construction, the Contractor shall submit shop drawings per Section 105 of the MAG Standard Specifications on all material for approval by the Engineer. Submittals shall include but not be limited to the following:

#### **Materials List:**

Include pipe, fittings, valves and mainline components, water emission components, control system components. Quantities of materials need not be included.

#### **Manufacturers' Data:**

Submit manufacturers' catalog cuts, specifications, and operating instruction for equipment shown on the materials list.

#### **Shop Drawings:**

Submit shop drawings called for by the details. Show products required for proper installation, their relative locations, and critical dimensions.

Add the following new Subsections:

#### **440.3.1 Equipment to be Furnished:**

All materials to be new and bear the appropriate National Association seal of approval, for example, NSF, US, etc. Similar equipment shall be procured from the same manufacturer and internal parts shall be common and interchangeable. Parts listing and source replacement will be furnished to the Engineer.

Equipment to be furnished:

Extra stock to be furnished:

Ten (10) emitters of each type used. Fifty (50) emitter bug caps of the type used.

#### **440.3.2 Submittals:**

Shop Drawings and Product Information:

Prepare and make submittals in accordance with conditions of the Contract, and as follows: A minimum of fifteen (15) working days prior to beginning work on the irrigation

system the Contractor shall submit five (5) copies of manufacturers' literature including name and numbers covering materials listed below and any other items requested by the Engineer. Do not order materials until the products are approved by the Engineer.

Items to be submitted:

- Pipe
- Drip Equipment Fittings and Solvents PVC nipples
- Ball Valves
- Controllers
- Valve Boxes
- All other Items Required for a Complete Irrigation System

All items shall be those specified and approved by the Engineer. Substitutions will not be allowed without approval.

#### **440.3.3 Staking:**

The Contractor shall mark with powdered lime, routing of pressure supply line and stake locations of various components, control valves and emitters. Unless otherwise specified, the system layout shall be considered schematic. Preliminary adjustments to conform to actual site conditions shall be accomplished during staking. Should changes be required the Contractor shall obtain approval of the Engineer prior to actual work being performed.

#### **440.5 TRENCH EXCAVATION AND BACKFILL:**

Section 440.5 is revised to add the following:

Trenches and other excavations shall be sized to accommodate the irrigation system components, conduit, and other required facilities. Additional space shall be provided to assure proper installation and access for inspection. Unless otherwise specified, the minimum depth of cover over pipes lines shall be as follows:

Electrical Conduit for A/C wire – Per electrical plans and specifications

Control wire – 2-inches minimum below top of mainline pipe or 18-inches minimum where installed in separate trench from mainline pipe. Conduit shall be run under paving in separate sleeve from irrigation pipe.

Lateral lines – 12-inches minimum

Plastic lines in sleeves under sidewalks – Depth required for item that is in sleeve

Each irrigation pipe or wire located beneath asphalt and concrete shall be installed in a PVC Schedule 40 DWV sleeve per note on the plans.

Add the following new Subsection:

**440.5.1 Bedding, Backfilling, and Compaction:**

The CONTRACTOR shall bed pipe in at least four inches (4") of finely graded native soil or sand to provide a firm, uniform bearing. After leveling, surround the pipe with additional finely grained native soil or sand to at least 2" over the top of the pipe.

Bedding sand shall be required when site conditions dictate and clean backfill meeting the specifications is not available. It shall also be required under asphalt and concrete pavements such as roadways, parking surfaces and plazas.

Trench backfill, sufficient to anchor the pipes, may be deposited before pipeline pressure testing, except that joints shall remain exposed until satisfactory completion of testing.

Trenches and excavations shall be backfilled with clean material from excavations. Remove organic material as well as rocks larger than 1" in diameter. Place acceptable material in lifts, the height of which shall not exceed that which can be effectively compacted, depending on the type of equipment and methods used. The Contractor shall backfill trenches and excavations restoring the specified thickness of topsoil to the upper part of the trench. Compaction shall be in accordance with Section 301. The Contractor shall not water settle the trenches unless approved by the Engineer.

Pipe trenches shall be straight but if obstructions necessitate a change of direction, the limits of curvature for PVC pipe shall be followed in strict accordance with pipe manufacturer recommendations.

Trenches may be curved to change direction or avoid obstructions within the limits of the curvature for PVC pipe. Minimum radii of curvature are 25 feet for 2-inch diameter pipe, 100 feet for 3- and 4-inch diameter pipe, and 150 feet for 6-inch pipe. All curvature results from the bending of the pipe lengths. No deflection will be allowed at a pipe joint.

In appropriate types of soil, the Engineer may authorize the use of flooding in lieu of tamping.

Under no circumstances shall vehicle wheels be used for compacting soil.

If settlement occurs and subsequent adjustments in pipe, valves, irrigation heads, plantings, or other construction are necessary, the Contractor shall make all required adjustments without cost to the City.

#### **440.6 PIPE INSTALLATIONS:**

Section 440.6 is modified to add the following subsections:

##### **440.6.1 Piping:**

Provide pipe, schedule and size as shown on the drawings and per Section 757 and as specified herein.

PVC pipe:

Snake pipe in trench as much as possible to allow for expansion and contraction. Provide a firm, uniform bearing for the entire length of each pipe line to prevent uneven settlement. Installation of pipe shall be installed in accordance with ASAE Standard; ASAE 376. Pipe shall be clean prior to installation and shall be maintained in that condition during installation. When pipe installation is not in progress, the open ends of the pipe shall be closed by means approved by the Engineer.

Sand bedding or fine grained material shall be provided where ledge rock, hard pan, or boulders are encountered. The Contractor shall compact bedding material to provide a minimum depth of bed between pipe and rock of 2 inches.

Solvent welded joints shall be made in accordance with ASTM D-2855, and the type of solvent and primer recommended by the pipe manufacturers shall be used. Primer and solvent shall be applied to the pipe ends in such a manner that no material is deposited on the interior surface or forced into the interior of the pipe during insertion. Excess solvent on the exterior of the joint shall be wiped clean immediately after assembly. The pipeline will not be exposed to water for at least 12 hours after the last solvent welded joint has been made.

Schedule 80 pipe shall be used for threaded joints. Solvent will not be used on threaded pipe. Threaded joints shall be hand tightened, with final tightening with a strap wrench as necessary to prevent leaks.

The pipe shall be protected from damage during assembly. All vises shall have padded jaws and only strap wrenches will be used. Any plastic pipe which has been nicked, scarred, or otherwise damaged shall be removed and replaced. Care shall be exercised so that stress on a previously made joint is avoided.

When PVC to metal pipe connections is required, these connections shall be accomplished first. A plastic adapter with external pipe thread should be used, screwing it into the metal internal pipe threads. Use teflon tape, or equal, on all plastic to metal threaded joints. The joint shall be hand-tightened. Utilize a light wrench, as necessary, to prevent leaks.

Piping or conduit of different trades crossing each other shall be separated by a minimum of 6 inches in the vertical direction.

Provide Flush End Caps at the end of lateral drip lines at locations shown on the plans or as directed by the Engineer. Construct Flush End Caps as per the plan details.

#### **440.6.2 Sleaving:**

Piping located under asphalt, concrete, stabilized decomposed granite, or other pavements shall be sleeved, size and schedule as noted on the plans. If not noted, sleeves shall be PVC Schedule 40, and minimum of 2 times larger than the pipe being sleeved. Use separate sleeve within the main sleeve for wiring, or as directed by Engineer.

Boring will be permitted only where pipe must pass under obstructions which cannot be removed or when approved by the Engineer. When any cutting or removal of asphalt and/or concrete work is necessary, it shall be saw cut in accordance with Section 601. Permission to cut asphalt or concrete shall be obtained from the Engineer. When piping on the drawings is shown in paved area, but running parallel and adjacent to planted areas, the intent of the drawings is to install the piping in the planted area.

Extend sleeve ends twelve inches beyond edge of hard scape, or sidewalks. Cap sleeve ends and mark with stakes. Provide rope or wire through sleeve and secure to stake at surface grade at each end for future sleeve location. Sleeve ends shall be covered with duct tape prior to backfill.

Asphalt cut and patch operations necessary for sleeve installation shall be considered incidental to the sleeve installation. All asphalt cutting shall be done with proper equipment to allow straight and true cuts through the entire depth of the asphalt being removed. The Contractor shall replace any patch work if the patch compacts more than 1/2 inch or if any of the patches becomes dislodged within one year. All asphalt shall comply with MAG Section 336.

#### **440.8 SPRINKLER HEAD INSTALLATION AND ADJUSTMENT:**

Section 440.8 is modified to add the following:

All emitter heads shall be of the types and sizes as indicated on the plans. Install emitters in relation to finished grade as indicated on the plans.

The Contractor shall be responsible for sprinkler and emitter outlet adjustment for a period of ninety days (90) days as described in the establishment period below.

Make wire connections to remote control electric valves and splices in the field

if approved by Engineer using 3M DBY-6 or Paige DB14-4 wire splices, no others will be accepted.

It is important that the wire splice be waterproof so that there is no chance for leakage of water and corrosion build-up on the joint.

#### **440.10 FLUSHING AND TESTING:**

Section 440.10 is modified to add the following:

The Contractor may perform the following volumetric leakage test for gasketed mainline piping segments only, in lieu of the mainline pressure testing procedure.

Provide all necessary pumps, bypass piping, storage tanks, meters, supply piping, and fittings in order to perform testing properly. The Contractor shall backfill the trench to prevent movement of the pipe under pressure. Expose couplings and fitting. Purge air from pipeline before test. Subject the mainline pipe to 120 PSI for two hours. Maintain constant pressure by adding water as necessary to the subject mainline pipe. The Contractor shall pump water added to the mainline pipe through a water meter capable of reading in 1/10 of gallon increments.

The maximum allowable volume lost during the test period is as follows:

- 3-inch pipe = 1.40 gallons/100 joints
- 4-inch pipe = 1.82 gallons/100 joints
- 6-inch pipe = 2.68 gallons/100 joint
- 8-inch pipe = 3.48 gallons/100 joints
- 10-inch pipe = 4.38 gallons/100 joints
- 12-inch pipe = 5.12 gallons/100 joints.

Replace any defective pipe, fitting, joint, valve, or appurtenance. Repeat the test until the subject mainline pipe meets the above maximum allowable volume loss during the test period.

Perform an operational test of the irrigation system in the presence of the Engineer and a representative from the City. Contact the Engineer and City Authorized Representative three working days prior to testing.

The coverage test shall be performed after sprinkler heads have been installed and shall demonstrate that each section or unit in the irrigation system is constructed to provide uniform head-to-head coverage of the areas serviced.

Operation of all valves, flow sensors, gate and ball valves, drip systems, ET devices and remote monitoring equipment shall be demonstrated prior to project acceptance

and start of maintenance.

Add new Subsection:

**440.10.1 Project Close-out:**

**PART 1 – GENERAL**

**A. WORK SPECIFIED HEREIN:**

All requirements and procedures for submittal of pertinent data relation to closing out of Project upon completion of the project work. Detailed instructions elsewhere in these Technical Specifications may require that certain items listed herein to be submitted prior to Substantial Completion of the Project. This Section is complementary to the General Conditions and Technical Specifications and nothing herein shall be considered to waive any requirements of the General Conditions or Technical Specifications.

**B. FINAL PAYMENT:**

Receipt and approval of all items specified in this Section is a prerequisite for final payment.

**C. RECORD DRAWINGS:**

1. The Contractor shall provide Record Drawings which shall clearly show all differences between the Contract work as drawn and as installed for all work, as well as work added to the Contract which is not shown on the Contract drawings.
2. The Contractor shall maintain a set of Record Drawings at the job site. These shall be kept legible and current and shall be available for inspection at all times by the City. The Record Drawings shall show all changes in the Contract work, or work added, on the Record Drawings in a contrasting color, including work changed by Addendum or Bulletin.
3. Prepare Record Drawings for the irrigation control system that shows the location of and id codes for all valve decoders, sensors, and surge protectors. The decoders shall accurately show which remote control valves that they activate.
4. In showing changes in the work, or added work, use the same legends as were used on the Contract Drawings. Indicate exact locations by dimensions and exact elevations given in job datum, by depth. Give dimensions from two permanent points.
5. Record Drawings shall indicate exact routing of all piping, irrigation, power and control wiring, etc., any irrigation lateral line modifications or adjustments shall be

depicted on the plans.

6. Record Drawings shall contain the names, addresses, and phone number of the Subcontractors and shall be signed by the Contractor.
7. The City shall review the Record Drawings and shall be the sole judge of the acceptability of these drawings.
8. Upon Substantial Completion of the project the Contractor shall submit the redlined record drawings to the City for preliminary review. The Contractor shall make all corrections required and resubmit a new copy to the City for review and approval. Upon acceptance of the redlined record drawings and prior to final payment the Contractor shall submit to the City the corrected and final version of the record drawing red-lines. The Contractor will be responsible for recording the red lines onto the mylars for the final record set of drawings prior to final project acceptance.

**D. MAINTENANCE MANUAL AND OPERATING INSTRUCTIONS:**

1. Upon completion of the installation of all work the Contractor shall furnish four (4) complete bound copies of operating and maintenance instructions and parts lists for all materials and equipment, including electrical, irrigation, pump and control items, being supplied.
2. Operating instructions shall include complete operating sequence, control diagrams, description of method of operating machinery, machine serial numbers, factory order numbers, parts lists, instruction books, supplier's phone numbers and addresses and individual equipment guarantee. Parts lists shall be complete in every respect, showing all parts and part numbers for ready reference.
3. Assemble Maintenance Manual and Operating Instructions in hard back 3- ring loose-leaf binders. Suitably label and index all material contained therein for ready reference.
4. Upon Substantial Completion of the Project work, submit one copy of the Maintenance Manual and Operating Instructions to the City for review. Upon receipt of notice of acceptance, deliver the additional copies to the City.

**E. GUARANTEES and WARRANTIES:**

Submit all required guarantees and warranties to the Engineer and the City. Provide all written guarantees, warranties or certificates required. Guarantees and warranties shall be a part of maintenance manual.

**F. SPARE PARTS AND MAINTENANCE MATERIALS:**

The Contractor shall deliver to the City the spare parts, extra stock and maintenance materials listed below, and shall obtain a signed receipt for these materials. Materials shall be neatly packaged and identified, per each specification section.

Spare parts required prior to project closeout:

1. Fifty (50) of each emitter type and volume installed
2. Two (2) keys (5' handle) for each type of gate and ball valve installed

**G. SEMI-FINAL AND FINAL REVIEW:**

When the Contractor is of the opinion that the project is substantially complete, he shall send to the Engineer a written statement that the project is substantially complete (naming a date) and shall request a semi-final inspection by the Engineer to determine the status of completion. Such notice shall be received at least three days before the requested inspection date.

If the Engineer finds that the project is substantially complete, he will prepare a Certificate of Substantial Completion, attaching thereto a list or "Punch List" of items to be completed or corrected.

If the Engineer does not concur in the Contractor's claim of Substantial Completion, the Contractor shall continue to maintain the site until the Engineer accepts the project.

When all items on the "Punch List" are completed or corrected, the Contractor shall send to the Engineer a statement that the project is complete and request a final inspection.

If the project is complete and all "Punch List" items are completed or corrected, the Engineer will issue a final acceptance letter.

After completion of the procedures outlined above, the Contractor shall submit his final application for payment in accordance with the Agreement, the General Conditions and Technical Specifications.

**H. SEMI-FINAL AND FINAL REVIEW:**

Before acceptance and final payment, at a time arrived at with the Engineer, a complete checkout and test shall be made of all irrigation, mechanical and electrical systems, architectural and structural devices, etc., with the Engineer. For this purpose, each trade concerned shall provide a skilled operating engineer or technician for a period of at least one day. This person, together with selected operating personnel, shall test all systems and devices and demonstrate the complete operation and required

maintenance of each.

**I. MAINTENANCE:**

Maintain irrigation system for a duration of 90 days from formal written acceptance by Engineer. Make periodic examinations and adjustments to irrigation system components in order to achieve the most desirable application of water.

Following completion of the Contractor's maintenance period, the City of Buckeye will be responsible for maintaining system in working order during remainder of guarantee/warranty period, for performing necessary minor maintenance, for protecting against vandalism, and for preventing damage after landscape maintenance operation.

For a period of one year from Final Acceptance, guarantee/warranty irrigation materials, equipment, and workmanship against defects. The Contractor shall replace any pavement damage resulting from the installation of the irrigation system and repair damage to grading, soil preparation, or planting at no additional cost to the City. Make repairs within 24 hours following notification by the Engineer. The City has the right to make emergency corrections and back-charge to the contract for his/her costs when determined necessary by the Engineer.

**J. CLEAN UP:**

Remove from site machinery, tools, excess materials, and rubbish upon completion of work.

Maintain a clean and orderly jobsite on a daily and ongoing basis. Trash, discarded material and other debris shall not be allowed to blow around on the project. Discard all materials off site at an approved sanitary landfill.

**440.11 MEASUREMENT AND PAYMENT:**

Payment for the irrigation system shall be made on the basis of the bid price for each element of work identified on the bid schedule. These unit cost prices shall be full compensation for the system complete and in-place as described herein and on the plans.

No measurement or direct payment will be made for other items of work that are shown on the plans or are otherwise necessary to provide a fully functioning irrigation system which includes but is not limited to materials and labor, hydrostatic testing, trenching, hand trenching, fittings and adaptors, expansion joints, locating and exposing existing pipe at connection points, and coatings, the cost being considered as included in the price of other items for which this work is necessary.

CFD Tenative Budgets

# FY16 Tentative CFD Budgets

	Anthem CFD	Elianto CFD	Mirelle CFD	Trillium CFD	Verrado Dist 1 CFD	Verrado W/O CFD	Tartesso West CFD	Festival Ranch CFD	Sundance CFD	Westpark CFD	Watson Rd CFD
<b>SUMMARY</b>											
1 <b>Beginning Fund Balance</b>	9,847	20,720	160	27,350	687,653	182,932	47,484	977,715	2,872,533	358,654	4,343,511
2 Property Tax-Debt Service	0	0	0	0	2,620,378	534,123	700,022	1,170,687	1,523,308	504,774	0
3 Property Tax-O&M	136	162	177	120	202,894	42,988	38,096	139,369	161,197	25,302	50,136
4 Spec Assessments-Debt Svc	0	0	0	0	0	0	0	297,474	607,320	188,226	3,422,475
5 Spec Assessment-Prepayments	0	0	0	0	0	0	0	120,000	250,000	100,000	200,000
6 BABs Interest Subsidy	0	0	0	0	0	0	0	58,450	0	0	0
7 Interest Income	0	0	0	0	350	20	30	140	2,080	70	600
8 Escrow Held at Zions Bank	0	0	0	0	0	0	0	0	146,200	86,797	0
9 <b>Developer Contribution</b>	0	0	5,663	0	832,204	157,822	0	0	0	0	0
10 Acquisition & Construction	0	0	0	0	0	0	0	10,000,000	0	0	0
11 Cost of Issuance	0	0	0	0	0	0	0	200,000	0	0	0
12 Other Fees & Revenues	0	0	0	0	0	0	0	50,000	90,000	20,000	20,000
13 Transfers from Other Funds	0	0	0	0	2,420,884	3,300	8,980	1,049,724	1,302,418	229,858	0
14 <b>Total Sources</b>	9,983	20,882	6,000	27,470	6,764,363	921,185	794,612	14,063,559	6,955,055	1,513,682	8,036,722
15 Debt Svc-GO Bonds	0	0	0	0	3,997,665	675,000	664,349	1,224,439	1,678,774	549,968	0
16 Debt Svc-Special Assessments	0	0	0	0	0	0	0	297,474	607,320	188,226	3,422,475
17 Debt Svc-Prepayments	0	0	0	0	0	0	0	120,000	250,000	100,000	200,000
18 Capital Improvements	0	0	0	0	0	0	0	10,259,200	1,330,910	0	0
19 Contract Service Project Mgmt	0	0	0	0	0	0	0	0	0	0	0
20 Bond Issuance Costs	0	0	0	0	0	0	0	249,400	0	0	0
21 Reimbursement of Bond Service Fees	0	0	0	0	0	180,000	0	0	0	0	0
22 Operations & Maintenance	6,000	6,000	6,000	6,000	220,000	52,500	25,000	150,000	400,000	45,000	150,000
23 Administrative Fees	0	0	0	0	6,000	4,250	4,750	42,050	125,300	24,000	16,500
24 Transfers to Other Funds	0	0	0	0	2,420,884	3,300	8,980	1,049,724	1,302,418	229,858	0
25 Undesignated Fund Balances-SA Debt	0	0	0	0	0	0	0	445,580	1,010,848	298,296	3,995,008
26 <b>Undesignated Fund Balances-GO Debt</b>	0	0	0	0	0	0	59,075	120,117	152,620	49,557	0
27 Undesignated Fund Balances-Ops	3,983	14,882	0	21,470	119,814	6,135	32,458	105,575	96,865	28,777	252,739
28 Undesignated Fund Balances-Cap	0	0	0	0	0	0	0	0	0	0	0
29 <b>Total Uses</b>	9,983	20,882	6,000	27,470	6,764,363	921,185	794,612	14,063,559	6,955,055	1,513,682	8,036,722
30 <b>Ending Fund Balance</b>	0	0	0	0	0	0	0	0	0	0	0
31 Debt Svc-GO Bonds	0	0	0	0	3,997,665	675,000	664,349	1,224,439	1,678,774	549,968	0
32 Feb 2015 Abstract - LPV	45,499	54,112	58,854	40,142	67,631,352	14,329,262	12,698,815	46,455,859	53,732,192	8,433,991	16,711,877
33 FY16 Actual Tax Rate - Maricopa County											
34 FY16 Proposed Tax Rate - Special District	0.30	0.30	0.30	0.30	3.99	3.85	5.55	2.70	3.00	6.00	0.30
35 Proposed Tax Rate - Debt Service	0.00	0.00	0.00	0.00	3.69	3.55	5.25	2.40	2.70	5.70	0.00
36 Proposed Tax Rate - O&M	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30
37 FY15 Actual Tax Rate - Maricopa County	0.30	0.30	0.30	0.30	3.30	3.30	5.0970	2.9636	2.9104	5.6098	0.30
38 FY15 Adopted Tax Rate - Special District	0.30	0.30	0.30	0.30	3.30	3.30	5.25	3.10	3.05	5.90	0.30
39 % Change from FY14	0%	0%	0%	0%	21%	17%	9%	-9%	3%	7%	0%

Anthem CFD	Elianto CFD	Mirelle CFD	Trillium CFD	Verrado Dist 1 CFD	Verrado W/O CFD	Tartesso West CFD	Festival Ranch CFD	Sundance CFD	Westpark CFD	Watson Rd CFD
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February Abstracts - Prior Years

Feb 2010 Abstract - SAV	64,990	1,673,661	28,644	69,337	70,335,203	21,124,166	22,240,527	38,821,936	67,204,934	14,505,570	21,596,849
Feb 2011 Abstract - SAV	58,490	269,071	87,182	51,299	54,834,596	15,918,611	13,435,842	39,714,027	55,254,821	8,377,563	16,733,012
Feb 2012 Abstract - SAV	58,499	140,641	88,154	44,272	51,504,085	13,695,122	12,989,769	40,650,704	52,962,731	8,055,116	14,599,761
Feb 2013 Abstract - SAV	51,998	91,625	87,418	39,336	54,919,966	13,502,796	13,377,250	41,043,926	49,928,327	7,626,659	13,882,383
Feb 2014 Abstract - SAV	51,998	64,060	82,845	43,469	64,338,137	14,277,566	13,779,649	42,751,979	60,048,517	9,097,652	16,990,333
<b>Feb 2015 Abstract - LPV</b>	<b>45,499</b>	<b>54,112</b>	<b>58,854</b>	<b>40,142</b>	<b>67,631,352</b>	<b>14,329,262</b>	<b>12,698,815</b>	<b>46,455,859</b>	<b>53,732,192</b>	<b>8,433,991</b>	<b>16,711,877</b>
Percentage Change	-12%	-16%	-29%	-8%	5%	0%	-8%	9%	-11%	-7%	-2%



**CITY OF BUCKEYE  
COMMUNITY FACILITY DISTRICT  
BOARD ACTION REPORT**

MEETING DATE:	June 2, 2015	AGENDA ITEM:	3.
DATE PREPARED:	April 16, 2015	DISTRICT NO.:	Anthem Sun Valley CFD
STAFF LIAISON:	Larry D. Price	DIRECTOR APPROVAL:	LDP
DEPARTMENT:	Finance	FINANCE APPROVAL:	LDP

Will not be added without both approvals

**ACTION TITLE:** Resolution 01-15 [Anthem Sun Valley] Approving the Tentative Budget of the District for the Fiscal Year 2015-2016 and Setting a Hearing Date for the Budget and Tax Levy

ITEM  PUBLIC HEARING

**RECOMMENDATIONS:**

Board to adopt Resolution 01-15 [Anthem Sun Valley] approving the tentative budget of the District for the FY15-2016, beginning July 1, 2015 and ending June 30, 2016, and setting a hearing date for the budget and tax levy.

**RELEVANT COUNCIL GOAL:**

Under Arizona law, each community facilities district must adopt an Annual Budget and establish a tax levy rate for the property within the District to meet the operating needs, including debt service if applicable, of the District.

**SUMMARY**

**PROJECT DESCRIPTION:**

The Board of Directors of the CFD are required to approve a tentative budget for the District. Following the required public notice, the Board will meet on June 16, 2015 to conduct a public hearing at which property owners within the District will be privileged to comment in favor of or against the expenditures or tax levy.

**FUTURE ACTION: (Council and Staff)**

- Conduct a public hearing on June 16, 2015, followed by action by the Board to adopt an Annual Budget for the District for FY2015-2016 and approve a tax levy rate for the same fiscal year.

**ATTACHMENTS:** *\*\*ADDITIONAL INFORMATION AVAILABLE IN THE OFFICE OF THE CITY CLERK*

Resolution 01-15 [Anthem Sun Valley] with Tentative FY15-2016 Budget attached as Exhibit A

**FINANCIAL NARRATIVE:**

The City is compensated for its services of administering the community facilities districts through an administrative fee of thirty cents (\$0.30) per \$100 of valuation.

**CURRENT FISCAL YEAR TOTAL COST (as reflected in motion)**

NA

BUDGETED  UNBUDGETED FISCAL YEAR BUDGET (check one)

F/Y: 2015-2016

FUND / DEPARTMENT (GL#):

Fund 481

**RESOLUTION NO. 01-15 [Anthem Sun Valley]**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA), APPROVING THE TENTATIVE BUDGET OF THE DISTRICT FOR THE FISCAL YEAR 2015-2016 BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016, SETTING HEARING DATES FOR THE BUDGET AND TAX LEVY.**

**BE IT RESOLVED** by the Board of Directors of the Anthem Sun Valley Community Facilities District (City of Buckeye, Arizona), as follows:

Section 1. The statements and schedules contained in the budget attached hereto as Exhibit A and incorporated by reference herein, are hereby approved for the purpose as hereinafter set forth as the tentative budget for the Anthem Sun Valley Community Facilities District (City of Buckeye, Arizona) (the "*District*") for the fiscal year 2015-2016. The statements and estimates of the operation and maintenance expenses of the District, the costs of capital improvements and other expenditures for public infrastructure and the amount needed to pay general obligation bonds of the District, if any (collectively, the "*District Expenditures*") which are to be paid from ad valorem taxes collected in the District, are hereby filed with the District Clerk.

Section 2. The District Clerk is authorized and directed to cause to be mailed to the governing body of the City and published in the manner prescribed by law, a notice that the District Board will meet for the purpose of conducting a final hearing for District taxpayers on the statements and estimates of District Expenditures filed with the District Clerk and on the adoption of the 2015-2016 Annual Budget for the District; said hearing to be conducted on June 16, 2015, immediately following the regular meeting of the City Council, in the Council Chambers at City Hall, 530 E. Monroe Avenue, Buckeye, Arizona 85326, with final approval of the District's tax levy on July 7, 2015, same time and place.

Section 3. This Resolution shall be effective immediately.

**PASSED AND ADOPTED** by the Board of Directors of the Anthem Sun Valley Community Facilities District (City of Buckeye, Arizona), on June 2, 2015.

\_\_\_\_\_  
**District Chairman**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**District Clerk**

\_\_\_\_\_  
**District Attorney**

Exhibit A - Budget

EXHIBIT A				
BUDGET				
CITY OF BUCKEYE				
ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT				
FY 15-16				
		FY 14-15		FY 15-16
			Estimated	
	FY 13-14	Approved	Final	Proposed
	Final	Budget	@ 6/30/15	Amount
<b>SOURCES</b>				
Property Tax: O&M	150	148	148	136
Developer Contribution	-	-	-	-
Other sources:				
Prior Year Fund Balances	21,515	15,663	15,699	9,847
<b>TOTAL SOURCES</b>	<b>21,665</b>	<b>15,811</b>	<b>15,847</b>	<b>9,983</b>
<b>USES</b>				
Operations and Maintenance	5,966	6,000	6,000	6,000
Reserve	-	9,811	-	3,983
<b>TOTAL USES</b>	<b>5,966</b>	<b>15,811</b>	<b>6,000</b>	<b>9,983</b>
<b>SOURCES OVER/ (UNDER) USES</b>	<b>15,699</b>	<b>-</b>	<b>9,847</b>	<b>-</b>
Total Secondary Assessed Valuation	51,998	51,998	51,998	
Total Limited Property Valuation				45,499
Tax rate - O&M (per \$100/SAV)	0.30	0.30		
Tax rate - O&M (per \$100/LPV)				0.30

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**CITY OF BUCKEYE  
COMMUNITY FACILITY DISTRICT  
BOARD ACTION REPORT**

MEETING DATE:	June 2, 2015	AGENDA ITEM:	4.
DATE PREPARED:	April 16, 2015	DISTRICT NO.:	Elianto CFD
STAFF LIAISON:	Larry D. Price	DIRECTOR APPROVAL:	LDP
DEPARTMENT:	Finance	FINANCE APPROVAL:	LDP

Will not be added without both approvals

**ACTION TITLE:** Resolution 01-15 [Elianto] Approving the Tentative Budget of the District for the Fiscal Year 2015-2016 and Setting a Hearing Date for the Budget and Tax Levy

ITEM  PUBLIC HEARING

**RECOMMENDATIONS:**

Board to adopt Resolution 01-15 [Elianto] approving the tentative budget of the District for the FY15-2016, beginning July 1, 2015 and ending June 30, 2016, and setting a hearing date for the budget and tax levy.

**RELEVANT COUNCIL GOAL:**

Under Arizona law, each community facilities district must adopt an Annual Budget and establish a tax levy rate for the property within the District to meet the operating needs, including debt service if applicable, of the District.

**SUMMARY**

**PROJECT DESCRIPTION:**

The Board of Directors of the CFD are required to approve a tentative budget for the District. Following the required public notice, the Board will meet on June 16, 2015 to conduct a public hearing at which property owners within the District will be privileged to comment in favor of or against the expenditures or tax levy.

**FUTURE ACTION: (Council and Staff)**

- Conduct a public hearing on June 16, 2015, followed by action by the Board to adopt an Annual Budget for the District for FY2015-2016 and approve a tax levy rate for the same fiscal year.

**ATTACHMENTS:** *\*\*ADDITIONAL INFORMATION AVAILABLE IN THE OFFICE OF THE CITY CLERK*  
Resolution 01-15 [Elianto] with Tentative FY15-2016 Budget attached as Exhibit A

**FINANCIAL NARRATIVE:**

The City is compensated for its services of administering the community facilities districts through an administrative fee of thirty cents (\$0.30) per \$100 of valuation.

**CURRENT FISCAL YEAR TOTAL COST (as reflected in motion)** NA

BUDGETED  UNBUDGETED FISCAL YEAR BUDGET (check one) F/Y: 2015-2016

FUND / DEPARTMENT (GL#): Fund 430

**RESOLUTION NO. 01-15 [Elianto]**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE ELIANTO COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA), APPROVING THE TENTATIVE BUDGET OF THE DISTRICT FOR THE FISCAL YEAR 2015-2016 BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016, SETTING HEARING DATES FOR THE BUDGET AND TAX LEVY.**

**BE IT RESOLVED** by the Board of Directors of the Elianto Community Facilities District (City of Buckeye, Arizona), as follows:

Section 1. The statements and schedules contained in the budget attached hereto as Exhibit A and incorporated by reference herein, are hereby approved for the purpose as hereinafter set forth as the tentative budget for the Elianto Community Facilities District (City of Buckeye, Arizona) (the "*District*") for the fiscal year 2015-2016. The statements and estimates of the operation and maintenance expenses of the District, the costs of capital improvements and other expenditures for public infrastructure and the amount needed to pay general obligation bonds of the District, if any (collectively, the "*District Expenditures*") which are to be paid from ad valorem taxes collected in the District, are hereby filed with the District Clerk.

Section 2. The District Clerk is authorized and directed to cause to be mailed to the governing body of the City and published in the manner prescribed by law, a notice that the District Board will meet for the purpose of conducting a final hearing for District taxpayers on the statements and estimates of District Expenditures filed with the District Clerk and on the adoption of the 2015-2016 Annual Budget for the District; said hearing to be conducted on June 16, 2015, immediately following the regular meeting of the City Council, in the Council Chambers at City Hall, 530 E. Monroe Avenue, Buckeye, Arizona 85326, with final approval of the District's tax levy on July 7, 2015, same time and place.

Section 3. This Resolution shall be effective immediately.

**PASSED AND ADOPTED** by the Board of Directors of the Elianto Community Facilities District (City of Buckeye, Arizona), on June 2, 2015.

\_\_\_\_\_  
**District Chairman**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**District Clerk**

\_\_\_\_\_  
**District Attorney**

Exhibit A - Budget

EXHIBIT A				
BUDGET				
CITY OF BUCKEYE				
ELIANTO COMMUNITY FACILITIES DISTRICT				
FY 15-16				
		FY 14-15		FY 15-16
			Estimated	
	FY 13-14	Approved	Final	Proposed
	Final	Budget	@ 6/30/15	Amount
<b>SOURCES</b>				
Property Tax: O&M	251	183	183	162
Developer Contribution	-	-	-	-
Other sources:				
Prior Year Fund Balances	32,355	26,616	26,537	20,720
<b>TOTAL SOURCES</b>	<b>32,606</b>	<b>26,799</b>	<b>26,720</b>	<b>20,882</b>
<b>USES</b>				
Operations and Maintenance	6,069	6,000	6,000	6,000
Reserve	-	20,799	-	14,882
<b>TOTAL USES</b>	<b>6,069</b>	<b>26,799</b>	<b>6,000</b>	<b>20,882</b>
<b>SOURCES OVER/ (UNDER) USES</b>	<b>26,537</b>	<b>-</b>	<b>20,720</b>	<b>-</b>
Total Secondary Assessed Valuation	91,625	64,060	64,060	
Total Limited Property Valuation				54,112
Tax rate - O&M (per \$100/SAV)	0.30	0.30		
Tax rate - O&M (per \$100/LPV)				0.30

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**CITY OF BUCKEYE  
COMMUNITY FACILITY DISTRICT  
BOARD ACTION REPORT**

MEETING DATE:	June 2, 2015	AGENDA ITEM:	<u>S.</u>
DATE PREPARED:	April 16, 2015	DISTRICT NO.:	Festival Ranch CFD
STAFF LIAISON:	Larry D. Price	DIRECTOR APPROVAL:	LDP
DEPARTMENT:	Finance	FINANCE APPROVAL:	LDP

Will not be added without both approvals

**ACTION TITLE:** Resolution 10-15 [Festival Ranch] Approving the Tentative Budget of the District for the Fiscal Year 2015-2016 and Setting a Hearing Date for the Budget and Tax Levy

ITEM  PUBLIC HEARING

**RECOMMENDATIONS:**

Board to adopt Resolution 10-15 [Festival Ranch] approving the tentative budget of the District for the FY15-2016, beginning July 1, 2015 and ending June 30, 2016, and setting a hearing date for the budget and tax levy.

**RELEVANT COUNCIL GOAL:**

Under Arizona law, each community facilities district must adopt an Annual Budget and establish a tax levy rate for the property within the District to meet the operating needs, including debt service if applicable, of the District.

**SUMMARY**

**PROJECT DESCRIPTION:**

The Board of Directors of the CFD are required to approve a tentative budget for the District. Following the required public notice, the Board will meet on June 16, 2015 to conduct a public hearing at which property owners within the District will be privileged to comment in favor of or against the expenditures or tax levy.

**FUTURE ACTION: (Council and Staff)**

- Conduct a public hearing on June 16, 2015, followed by action by the Board to adopt an Annual Budget for the District for FY2015-2016 and approve a tax levy rate for the same fiscal year.

**ATTACHMENTS:** *\*\*ADDITIONAL INFORMATION AVAILABLE IN THE OFFICE OF THE CITY CLERK*

Resolution 10-15 [Festival Ranch] with Tentative FY15-2016 Budget attached as Exhibit A

**FINANCIAL NARRATIVE:**

The City is compensated for its services of administering the community facilities districts through an administrative fee of thirty cents (\$0.30) per \$100 of valuation.

**CURRENT FISCAL YEAR TOTAL COST (as reflected in motion)**

NA

BUDGETED  UNBUDGETED FISCAL YEAR BUDGET (check one)

F/Y: 2015-2016

FUND / DEPARTMENT (GL#):

Fund 460

**RESOLUTION NO. 10-15 [Festival Ranch]**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA), APPROVING THE TENTATIVE BUDGET OF THE DISTRICT FOR THE FISCAL YEAR 2015-2016 BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016, SETTING HEARING DATES FOR THE BUDGET AND TAX LEVY.**

**BE IT RESOLVED** by the Board of Directors of the Festival Ranch Community Facilities District (City of Buckeye, Arizona), as follows:

Section 1. The statements and schedules contained in the budget attached hereto as Exhibit A and incorporated by reference herein, are hereby approved for the purpose as hereinafter set forth as the tentative budget for the Festival Ranch Community Facilities District (City of Buckeye, Arizona) (the "*District*") for the fiscal year 2015-2016. The statements and estimates of the operation and maintenance expenses of the District, the costs of capital improvements and other expenditures for public infrastructure and the amount needed to pay general obligation bonds of the District (collectively, the "*District Expenditures*") which are to be paid from ad valorem taxes collected in the District, are hereby filed with the District Clerk.

Section 2. The District Clerk is authorized and directed to cause to be mailed to the governing body of the City and published in the manner prescribed by law, a notice that the District Board will meet for the purpose of conducting a final hearing for District taxpayers on the statements and estimates of District Expenditures filed with the District Clerk and on the adoption of the 2015-2016 Annual Budget for the District; said hearing to be conducted on June 16, 2015, immediately following the regular meeting of the City Council, in the Council Chambers at City Hall, 530 E. Monroe Avenue, Buckeye, Arizona 85326, with final approval of the District's tax levy on July 7, 2015, same time and place.

Section 3. This Resolution shall be effective immediately.

**PASSED AND ADOPTED** by the Board of Directors of the Festival Ranch Community Facilities District (City of Buckeye, Arizona), on June 2, 2015.

\_\_\_\_\_  
**District Chairman**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**District Clerk**

\_\_\_\_\_  
**District Attorney**

Exhibit A - Budget

EXHIBIT A				
BUDGET				
CITY OF BUCKEYE				
FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT				
FY 15-16				
		FY 14-15		FY 15-16
			Estimated	
	FY 13-14	Approved	Final	Proposed
	Final	Budget	@ 6/30/15	Amount
<b>SOURCES</b>				
Property Tax: Debt Service	988,147	1,137,203	1,137,203	1,170,687
Property Tax: O&M	127,154	121,843	121,843	139,369
Special Assessments: Debt Service	341,912	328,702	319,702	297,474
Special Assessments: Prepayments	183,928	140,000	135,000	120,000
BABs Interest Subsidy	59,402	58,450	58,450	58,450
Investment Income	82	65	141	140
Other Fees & Revenues	78,176	50,000	105,179	50,000
Transfer From Other Funds	945,196	1,048,777	1,708,741	1,049,724
Other sources:				
Acquisition & Construction	1,967,665	-	259,200	10,000,000
Bond Issuance Costs	180,326	-	49,400	200,000
Prior Year Fund Balances	881,883	643,714	875,939	977,715
<b>TOTAL SOURCES</b>	<b>5,753,871</b>	<b>3,528,754</b>	<b>4,770,798</b>	<b>14,063,559</b>
<b>USES</b>				
Capital Improvements	1,800,000	-	167,668	10,259,200
Debt Service: General Obligation	1,176,321	1,222,513	1,222,513	1,224,439
Debt Service: Special Assessments	327,488	310,367	311,071	297,474
Debt Service: Prepayments	182,000	140,000	190,000	120,000
Administrative Fees	37,336	30,000	31,090	42,050
Bond Issuance Costs	180,323	-	-	249,400
Transfer to Other Funds	945,196	1,048,777	1,708,741	1,049,724
Operations and Maintenance	229,268	158,800	162,000	150,000
Reserve		618,297		671,272
<b>TOTAL USES</b>	<b>4,877,932</b>	<b>3,528,754</b>	<b>3,793,083</b>	<b>14,063,559</b>
<b>SOURCES OVER/ (UNDER) USES</b>	<b>875,939</b>	<b>-</b>	<b>977,715</b>	<b>-</b>
<b>Total Secondary Assessed Valuation</b>	<b>41,043,926</b>	<b>42,751,979</b>	<b>42,751,979</b>	
<b>Total Limited Property Valuation</b>				<b>46,455,859</b>
<b>Tax rate - Debt Service (per \$100/SAV)</b>	<b>2.30</b>	<b>2.6636</b>		
<b>Tax rate - O&amp;M (per \$100/SAV)</b>	<b>0.30</b>	<b>0.30</b>		
<b>Tax rate - Debt Service (per \$100/LPV)</b>				<b>2.40</b>
<b>Tax rate - O&amp;M (per \$100/LPV)</b>				<b>0.30</b>

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**CITY OF BUCKEYE  
COMMUNITY FACILITY DISTRICT  
BOARD ACTION REPORT**

MEETING DATE:	June 2, 2015	AGENDA ITEM:	<i>6.</i>
DATE PREPARED:	April 16, 2015	DISTRICT NO.:	Mirielle CFD
STAFF LIAISON:	Larry D. Price	DIRECTOR APPROVAL:	LDP
DEPARTMENT:	Finance	FINANCE APPROVAL:	LDP

Will not be added without both approvals

**ACTION TITLE:** Resolution 01-15 [Mirielle] Approving the Tentative Budget of the District for the Fiscal Year 2015-2016 and Setting a Hearing Date for the Budget and Tax Levy

ITEM  PUBLIC HEARING

**RECOMMENDATIONS:**

Board to adopt Resolution 01-15 [Mirielle] approving the tentative budget of the District for the FY15-2016, beginning July 1, 2015 and ending June 30, 2016, and setting a hearing date for the budget and tax levy.

**RELEVANT COUNCIL GOAL:**

Under Arizona law, each community facilities district must adopt an Annual Budget and establish a tax levy rate for the property within the District to meet the operating needs, including debt service if applicable, of the District.

**SUMMARY**

**PROJECT DESCRIPTION:**

The Board of Directors of the CFD are required to approve a tentative budget for the District. Following the required public notice, the Board will meet on June 16, 2015 to conduct a public hearing at which property owners within the District will be privileged to comment in favor of or against the expenditures or tax levy.

**FUTURE ACTION: (Council and Staff)**

- Conduct a public hearing on June 16, 2015, followed by action by the Board to adopt an Annual Budget for the District for FY2015-2016 and approve a tax levy rate for the same fiscal year.

**ATTACHMENTS:** *\*\*ADDITIONAL INFORMATION AVAILABLE IN THE OFFICE OF THE CITY CLERK*  
Resolution 01-15 [Mirielle] with Tentative FY15-2016 Budget attached as Exhibit A

**FINANCIAL NARRATIVE:**

The City is compensated for its services of administering the community facilities districts through an administrative fee of thirty cents (\$0.30) per \$100 of valuation.

**CURRENT FISCAL YEAR TOTAL COST (as reflected in motion)** NA

BUDGETED  UNBUDGETED FISCAL YEAR BUDGET (check one) F/Y: 2015-2016

FUND / DEPARTMENT (GL#): Fund 482

**RESOLUTION NO. 01-15 [Mirielle]**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE MIRIELLE COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA), APPROVING THE TENTATIVE BUDGET OF THE DISTRICT FOR THE FISCAL YEAR 2015-2016 BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016, SETTING HEARING DATES FOR THE BUDGET AND TAX LEVY.**

**BE IT RESOLVED** by the Board of Directors of the Mirielle Community Facilities District (City of Buckeye, Arizona), as follows:

Section 1. The statements and schedules contained in the budget attached hereto as Exhibit A and incorporated by reference herein, are hereby approved for the purpose as hereinafter set forth as the tentative budget for the Mirielle Community Facilities District (City of Buckeye, Arizona) (the "*District*") for the fiscal year 2015-2016. The statements and estimates of the operation and maintenance expenses of the District, the costs of capital improvements and other expenditures for public infrastructure and the amount needed to pay general obligation bonds of the District, if any (collectively, the "*District Expenditures*") which are to be paid from ad valorem taxes collected in the District, are hereby filed with the District Clerk.

Section 2. The District Clerk is authorized and directed to cause to be mailed to the governing body of the City and published in the manner prescribed by law, a notice that the District Board will meet for the purpose of conducting a final hearing for District taxpayers on the statements and estimates of District Expenditures filed with the District Clerk and on the adoption of the 2015-2016 Annual Budget for the District; said hearing to be conducted on June 16, 2015, immediately following the regular meeting of the City Council, in the Council Chambers at City Hall, 530 E. Monroe Avenue, Buckeye, Arizona 85326, with final approval of the District's tax levy on July 7, 2015, same time and place.

Section 3. This Resolution shall be effective immediately.

**PASSED AND ADOPTED** by the Board of Directors of the Mirielle Community Facilities District (City of Buckeye, Arizona), on June 2, 2015.

\_\_\_\_\_  
**District Chairman**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**District Clerk**

\_\_\_\_\_  
**District Attorney**

Exhibit A - Budget

EXHIBIT A				
BUDGET				
CITY OF BUCKEYE				
MIRIELLE COMMUNITY FACILITIES DISTRICT				
FY 15-16				
		FY 14-15		FY 15-16
			Estimated	
	FY 13-14	Approved	Final	Proposed
	Final	Budget	@ 6/30/15	Amount
<b>SOURCES</b>				
Property Tax: O&M	262	236	236	177
Developer Contribution	6,343	5,764	5,506	5,663
Other sources:				
Prior Year Fund Balances	(241)		418	160
<b>TOTAL SOURCES</b>	<b>6,364</b>	<b>6,000</b>	<b>6,160</b>	<b>6,000</b>
<b>USES</b>				
Operations and Maintenance	5,946	6,000	6,000	6,000
Reserve	-	-	-	-
<b>TOTAL USES</b>	<b>5,946</b>	<b>6,000</b>	<b>6,000</b>	<b>6,000</b>
<b>SOURCES OVER/ (UNDER) USES</b>	<b>418</b>	<b>-</b>	<b>160</b>	<b>-</b>
<b>Total Secondary Assessed Valuation</b>	<b>87,418</b>	<b>82,845</b>	<b>82,845</b>	
<b>Total Limited Property Valuation</b>				<b>58,854</b>
<b>Tax rate - O&amp;M (per \$100/SAV)</b>	<b>0.30</b>	<b>0.30</b>		
<b>Tax rate - O&amp;M (per \$100/LPV)</b>				<b>0.30</b>

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**CITY OF BUCKEYE  
COMMUNITY FACILITY DISTRICT  
BOARD ACTION REPORT**

MEETING DATE:	June 2, 2015	AGENDA ITEM:	7.
DATE PREPARED:	April 16, 2015	DISTRICT NO.:	Sundance CFD
STAFF LIAISON:	Larry D. Price	DIRECTOR APPROVAL:	LDP
DEPARTMENT:	Finance	FINANCE APPROVAL:	LDP

Will not be added without both approvals

**ACTION TITLE:** Resolution 01-15 [Sundance] Approving the Tentative Budget of the District for the Fiscal Year 2015-2016 and Setting a Hearing Date for the Budget and Tax Levy

ITEM  PUBLIC HEARING

**RECOMMENDATIONS:**

Board to adopt Resolution 01-15 [Sundance] approving the tentative budget of the District for the FY15-2016, beginning July 1, 2015 and ending June 30, 2016, and setting a hearing date for the budget and tax levy.

**RELEVANT COUNCIL GOAL:**

Under Arizona law, each community facilities district must adopt an Annual Budget and establish a tax levy rate for the property within the District to meet the operating needs, including debt service if applicable, of the District.

**SUMMARY**

**PROJECT DESCRIPTION:**

The Board of Directors of the CFD are required to approve a tentative budget for the District. Following the required public notice, the Board will meet on June 16, 2015 to conduct a public hearing at which property owners within the District will be privileged to comment in favor of or against the expenditures or tax levy.

**FUTURE ACTION: (Council and Staff)**

- Conduct a public hearing on June 16, 2015, followed by action by the Board to adopt an Annual Budget for the District for FY2015-2016 and approve a tax levy rate for the same fiscal year.

**ATTACHMENTS:** *\*\*ADDITIONAL INFORMATION AVAILABLE IN THE OFFICE OF THE CITY CLERK*  
Resolution 01-15 [Sundance] with Tentative FY15-2016 Budget attached as Exhibit A

**FINANCIAL NARRATIVE:**

The City is compensated for its services of administering the community facilities districts through an administrative fee of thirty cents (\$0.30) per \$100 of valuation.

**CURRENT FISCAL YEAR TOTAL COST (as reflected in motion)** NA

BUDGETED  UNBUDGETED FISCAL YEAR BUDGET (check one) F/Y: 2015-2016

FUND / DEPARTMENT (GL#): Fund 400

**RESOLUTION NO. 01-15 [Sundance]**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUNDANCE COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA), APPROVING THE TENTATIVE BUDGET OF THE DISTRICT FOR THE FISCAL YEAR 2015-2016 BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016, SETTING HEARING DATES FOR THE BUDGET AND TAX LEVY.**

**BE IT RESOLVED** by the Board of Directors of the Sundance Community Facilities District (City of Buckeye, Arizona), as follows:

Section 1. The statements and schedules contained in the budget attached hereto as Exhibit A and incorporated by reference herein, are hereby approved for the purpose as hereinafter set forth as the tentative budget for the Sundance Community Facilities District (City of Buckeye, Arizona) (the "*District*") for the fiscal year 2015-2016. The statements and estimates of the operation and maintenance expenses of the District, the costs of capital improvements and other expenditures for public infrastructure and the amount needed to pay general obligation bonds of the District (collectively, the "*District Expenditures*") which are to be paid from ad valorem taxes collected in the District, are hereby filed with the District Clerk.

Section 2. The District Clerk is authorized and directed to cause to be mailed to the governing body of the City and published in the manner prescribed by law, a notice that the District Board will meet for the purpose of conducting a final hearing for District taxpayers on the statements and estimates of District Expenditures filed with the District Clerk and on the adoption of the 2015-2016 Annual Budget for the District; said hearing to be conducted on June 16, 2015, immediately following the regular meeting of the City Council, in the Council Chambers at City Hall, 530 E. Monroe Avenue, Buckeye, Arizona 85326, with final approval of the District's tax levy on July 7, 2015, same time and place.

Section 3. This Resolution shall be effective immediately.

**PASSED AND ADOPTED** by the Board of Directors of the Sundance Community Facilities District (City of Buckeye, Arizona), on June 2, 2015.

\_\_\_\_\_  
**District Chairman**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**District Clerk**

\_\_\_\_\_  
**District Attorney**

Exhibit A - Budget

EXHIBIT A				
BUDGET				
CITY OF BUCKEYE				
SUNDANCE COMMUNITY FACILITIES DISTRICT				
FY 15-16				
		FY 14-15		FY 15-16
			Estimated	
	FY 13-14	Approved	Final	Proposed
	Final	Budget	@ 6/30/15	Amount
<b>SOURCES</b>				
Property Tax: Debt Service	28,020	1,568,768	1,568,768	1,523,308
Property Tax: O&M	149,877	171,138	171,138	161,196
Special Assessments: Debt Service	1,015,284	785,373	696,373	607,320
Special Assessments: Prepayments	392,259	250,000	310,000	250,000
Transfer from Other Funds	-	1,270,013	1,242,206	1,302,418
Escrow Held at Zions Bank	-	-	-	146,200
Investment Income	940	110	2,250	2,080
Other Fees & Revenues	96,251	90,000	90,000	90,000
Other sources:				
Acquisition & Construction	17,945,000	-	-	-
Cost of Issuance	638,040	-	-	-
Prior Year Fund Balances	2,776,433	6,735,455	7,255,109	2,872,533
<b>TOTAL SOURCES</b>	<b>23,042,104</b>	<b>10,870,857</b>	<b>11,335,844</b>	<b>6,955,055</b>
<b>USES</b>				
Capital Improvements	13,056,000	4,770,309	3,372,462	1,330,910
Debt Service: General Obligation	377,826	1,677,726	1,649,919	1,678,774
Debt Service: Special Assessments	809,498	785,373	651,424	607,320
Debt Service: Prepayments	435,000	250,000	900,000	250,000
Administrative Fees	76,464	162,500	142,300	125,300
Bond Issuance Costs	636,891	-	-	-
Operations and Maintenance	395,316	360,000	505,000	400,000
Transfer to Other Funds	-	1,270,013	1,242,206	1,302,418
Reserve	-	1,594,936	-	1,260,333
<b>TOTAL USES</b>	<b>15,786,995</b>	<b>10,870,857</b>	<b>8,463,311</b>	<b>6,955,055</b>
<b>SOURCES OVER/ (UNDER) USES</b>	<b>7,255,109</b>	<b>-</b>	<b>2,872,533</b>	<b>-</b>
<b>Total Secondary Assessed Valuation</b>	<b>49,928,327</b>	<b>60,048,517</b>	<b>60,048,517</b>	
<b>Total Limited Property Valuation</b>				<b>53,732,192</b>
<b>Tax rate - Debt Service (per \$100/SAV)</b>	<b>-</b>	<b>2.6104</b>		
<b>Tax rate - O&amp;M (per \$100/SAV)</b>	<b>0.30</b>	<b>0.30</b>		
<b>Tax rate - Debt Service (per \$100/LPV)</b>				<b>2.70</b>
<b>Tax rate - O&amp;M (per \$100/LPV)</b>				<b>0.30</b>

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**CITY OF BUCKEYE  
COMMUNITY FACILITY DISTRICT  
BOARD ACTION REPORT**

MEETING DATE:	June 2, 2015	AGENDA ITEM:	8.
DATE PREPARED:	April 16, 2015	DISTRICT NO.:	Tartesso West CFD
STAFF LIAISON:	Larry D. Price	DIRECTOR APPROVAL:	LDP
DEPARTMENT:	Finance	FINANCE APPROVAL:	LDP

Will not be added without both approvals

**ACTION TITLE:** Resolution 01-15 [Tartesso West] Approving the Tentative Budget of the District for the Fiscal Year 2015-2016 and Setting a Hearing Date for the Budget and Tax Levy

ITEM  PUBLIC HEARING

**RECOMMENDATIONS:**

Board to adopt Resolution 01-15 [Tartesso West] approving the tentative budget of the District for the FY15-2016, beginning July 1, 2015 and ending June 30, 2016, and setting a hearing date for the budget and tax levy.

**RELEVANT COUNCIL GOAL:**

Under Arizona law, each community facilities district must adopt an Annual Budget and establish a tax levy rate for the property within the District to meet the operating needs, including debt service if applicable, of the District.

**SUMMARY**

**PROJECT DESCRIPTION:**

The Board of Directors of the CFD are required to approve a tentative budget for the District. Following the required public notice, the Board will meet on June 16, 2015 to conduct a public hearing at which property owners within the District will be privileged to comment in favor of or against the expenditures or tax levy.

**FUTURE ACTION: (Council and Staff)**

- Conduct a public hearing on June 16, 2015, followed by action by the Board to adopt an Annual Budget for the District for FY2015-2016 and approve a tax levy rate for the same fiscal year.

**ATTACHMENTS:** *\*\*ADDITIONAL INFORMATION AVAILABLE IN THE OFFICE OF THE CITY CLERK -*

Resolution 01-15 [Tartesso West] with Tentative FY15-2016 Budget attached as Exhibit A

**FINANCIAL NARRATIVE:**

The City is compensated for its services of administering the community facilities districts through an administrative fee of thirty cents (\$0.30) per \$100 of valuation.

**CURRENT FISCAL YEAR TOTAL COST (as reflected in motion)**

NA

BUDGETED  UNBUDGETED FISCAL YEAR BUDGET (check one)

F/Y: 2015-2016

FUND / DEPARTMENT (GL#):

Fund 480

**RESOLUTION NO. 01-15 [Tartesso West]**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE TARTESSO WEST COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA), APPROVING THE TENTATIVE BUDGET OF THE DISTRICT FOR THE FISCAL YEAR 2015-2016 BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016, SETTING HEARING DATES FOR THE BUDGET AND TAX LEVY.**

**BE IT RESOLVED** by the Board of Directors of the Tartesso West Community Facilities District (City of Buckeye, Arizona), as follows:

Section 1. The statements and schedules contained in the budget attached hereto as Exhibit A and incorporated by reference herein, are hereby approved for the purpose as hereinafter set forth as the tentative budget for the Tartesso West Community Facilities District (City of Buckeye, Arizona) (the "*District*") for the fiscal year 2015-2016. The statements and estimates of the operation and maintenance expenses of the District, the costs of capital improvements and other expenditures for public infrastructure and the amount needed to pay general obligation bonds of the District (collectively, the "*District Expenditures*") which are to be paid from ad valorem taxes collected in the District, are hereby filed with the District Clerk.

Section 2. The District Clerk is authorized and directed to cause to be mailed to the governing body of the City and published in the manner prescribed by law, a notice that the District Board will meet for the purpose of conducting a final hearing for District taxpayers on the statements and estimates of District Expenditures filed with the District Clerk and on the adoption of the 2015-2016 Annual Budget for the District; said hearing to be conducted on June 16, 2015, immediately following the regular meeting of the City Council, in the Council Chambers at City Hall, 530 E. Monroe Avenue, Buckeye, Arizona 85326, with final approval of the District's tax levy on July 7, 2015, same time and place.

Section 3. This Resolution shall be effective immediately.

**PASSED AND ADOPTED** by the Board of Directors of the Tartesso West Community Facilities District (City of Buckeye, Arizona), on June 2, 2015.

\_\_\_\_\_  
**District Chairman**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**District Clerk**

\_\_\_\_\_  
**District Attorney**

Exhibit A - Budget

EXHIBIT A				
BUDGET				
CITY OF BUCKEYE				
TARTESSO WEST COMMUNITY FACILITIES DISTRICT				
FY 15-16				
		FY 14-15		FY 15-16
			Estimated	
	FY 13-14	Approved	Final	Proposed
	Final	Budget	@ 6/30/15	Amount
<b>SOURCES</b>				
Property Tax: Debt Service	601,118	648,989	648,989	700,022
Property Tax: O&M	38,231	38,272	38,272	38,096
Investment Income	17	10	30	30
Transfer From Other Funds	8,430	8,160	13,830	8,980
Other sources:				
Prior Year Fund Balances	109,341	90,605	55,772	47,484
<b>TOTAL SOURCES</b>	<b>757,137</b>	<b>786,036</b>	<b>756,893</b>	<b>794,612</b>
<b>USES</b>				
Debt Service: General Obligation	662,540	665,829	665,829	664,349
Administrative Fees	5,125	3,750	4,750	4,750
Transfer to Other Funds	8,430	8,160	13,830	8,980
Operations and Maintenance	25,270	26,000	25,000	25,000
Reserve	-	82,297	-	91,533
<b>TOTAL USES</b>	<b>701,365</b>	<b>786,036</b>	<b>709,409</b>	<b>794,612</b>
<b>SOURCES OVER/ (UNDER) USES</b>	<b>55,772</b>	<b>-</b>	<b>47,484</b>	<b>-</b>
Total Secondary Assessed Valuation	13,377,250	13,779,649	13,779,649	
Total Limited Property Valuation				12,698,815
Tax rate - Debt Service (per \$100/SAV)	5.00	4.7970		
Tax rate - O&M (per \$100/SAV)	0.30	0.30		
Tax rate - Debt Service (per \$100/LPV)				5.25
Tax rate - O&M (per \$100/LPV)				0.30



**CITY OF BUCKEYE  
COMMUNITY FACILITY DISTRICT  
BOARD ACTION REPORT**

MEETING DATE:	June 2, 2015	AGENDA ITEM:	9.
DATE PREPARED:	April 16, 2015	DISTRICT NO.:	Trillium CFD
STAFF LIAISON:	Larry D. Price	DIRECTOR APPROVAL:	LDP
DEPARTMENT:	Finance	FINANCE APPROVAL:	LDP

Will not be added without both approvals

**ACTION TITLE:** Resolution 01-15 [Trillium] Approving the Tentative Budget of the District for the Fiscal Year 2015-2016 and Setting a Hearing Date for the Budget and Tax Levy

ITEM  PUBLIC HEARING

**RECOMMENDATIONS:**

Board to adopt Resolution 01-15 [Trillium] approving the tentative budget of the District for the FY15-2016, beginning July 1, 2015 and ending June 30, 2016, and setting a hearing date for the budget and tax levy.

**RELEVANT COUNCIL GOAL:**

Under Arizona law, each community facilities district must adopt an Annual Budget and establish a tax levy rate for the property within the District to meet the operating needs, including debt service if applicable, of the District.

**SUMMARY**

**PROJECT DESCRIPTION:**

The Board of Directors of the CFD are required to approve a tentative budget for the District. Following the required public notice, the Board will meet on June 16, 2015 to conduct a public hearing at which property owners within the District will be privileged to comment in favor of or against the expenditures or tax levy.

**FUTURE ACTION: (Council and Staff)**

- Conduct a public hearing on June 16, 2015, followed by action by the Board to adopt an Annual Budget for the District for FY2015-2016 and approve a tax levy rate for the same fiscal year.

**ATTACHMENTS:** *\*\*ADDITIONAL INFORMATION AVAILABLE IN THE OFFICE OF THE CITY CLERK*  
Resolution 01-15 [Trillium] with Tentative FY15-2016 Budget attached as Exhibit A

**FINANCIAL NARRATIVE:**

The City is compensated for its services of administering the community facilities districts through an administrative fee of thirty cents (\$0.30) per \$100 of valuation.

**CURRENT FISCAL YEAR TOTAL COST (as reflected in motion)** NA

BUDGETED  UNBUDGETED FISCAL YEAR BUDGET (check one) F/Y: 2015-2016

FUND / DEPARTMENT (GL#): Fund 440

**RESOLUTION NO. 01-15 [Trillium]**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE TRILLIUM COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA), APPROVING THE TENTATIVE BUDGET OF THE DISTRICT FOR THE FISCAL YEAR 2015-2016 BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016, SETTING HEARING DATES FOR THE BUDGET AND TAX LEVY.**

**BE IT RESOLVED** by the Board of Directors of the Trillium Community Facilities District (City of Buckeye, Arizona), as follows:

Section 1. The statements and schedules contained in the budget attached hereto as Exhibit A and incorporated by reference herein, are hereby approved for the purpose as hereinafter set forth as the tentative budget for the Trillium Community Facilities District (City of Buckeye, Arizona) (the "*District*") for the fiscal year 2015-2016. The statements and estimates of the operation and maintenance expenses of the District, the costs of capital improvements and other expenditures for public infrastructure and the amount needed to pay general obligation bonds of the District, if any (collectively, the "*District Expenditures*") which are to be paid from ad valorem taxes collected in the District, are hereby filed with the District Clerk.

Section 2. The District Clerk is authorized and directed to cause to be mailed to the governing body of the City and published in the manner prescribed by law, a notice that the District Board will meet for the purpose of conducting a final hearing for District taxpayers on the statements and estimates of District Expenditures filed with the District Clerk and on the adoption of the 2015-2016 Annual Budget for the District; said hearing to be conducted on June 16, 2015, immediately following the regular meeting of the City Council, in the Council Chambers at City Hall, 530 E. Monroe Avenue, Buckeye, Arizona 85326, with final approval of the District's tax levy on July 7, 2015, same time and place.

Section 3. This Resolution shall be effective immediately.

**PASSED AND ADOPTED** by the Board of Directors of the Trillium Community Facilities District (City of Buckeye, Arizona), on June 2, 2015.

\_\_\_\_\_  
**District Chairman**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**District Clerk**

\_\_\_\_\_  
**District Attorney**

Exhibit A - Budget

EXHIBIT A				
BUDGET				
CITY OF BUCKEYE				
TRILLIUM COMMUNITY FACILITIES DISTRICT				
FY 15-16				
			FY 14-15	FY 15-16
			Estimated	
	FY 13-14	Approved	Final	Proposed
	Final	Budget	@ 6/30/15	Amount
<b>SOURCES</b>				
Property Tax: O&M	118	124	124	120
Developer Contribution	-	-	-	-
Other sources:				
Prior Year Fund Balances	39,113	33,225	33,226	27,350
<b>TOTAL SOURCES</b>	<b>39,231</b>	<b>33,349</b>	<b>33,350</b>	<b>27,470</b>
<b>USES</b>				
Operations and Maintenance	6,005	6,000	6,000	6,000
Reserve	-	27,349	-	21,470
<b>TOTAL USES</b>	<b>6,005</b>	<b>33,349</b>	<b>6,000</b>	<b>27,470</b>
<b>SOURCES OVER/ (UNDER) USES</b>	<b>33,226</b>	<b>-</b>	<b>27,350</b>	<b>-</b>
<b>Total Secondary Assessed Valuation</b>	<b>39,336</b>	<b>43,469</b>	<b>43,469</b>	
<b>Total Limited Property Valuation</b>				<b>40,142</b>
<b>Tax rate - O&amp;M (per \$100/SAV)</b>	<b>0.30</b>	<b>0.30</b>		
<b>Tax rate - O&amp;M (per \$100/LPV)</b>				<b>0.30</b>

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**CITY OF BUCKEYE  
COMMUNITY FACILITY DISTRICT  
BOARD ACTION REPORT**

MEETING DATE:	June 2, 2015	AGENDA ITEM:	10.
DATE PREPARED:	April 16, 2015	DISTRICT NO.:	Verrado District 1 CFD
STAFF LIAISON:	Larry D. Price	DIRECTOR APPROVAL:	LDP
DEPARTMENT:	Finance	FINANCE APPROVAL:	LDP

Will not be added without both approvals

**ACTION TITLE:** Resolution 01-15 [Verrado District 1] Approving the Tentative Budget of the District for the Fiscal Year 2015-2016 and Setting a Hearing Date for the Budget and Tax Levy

ITEM  PUBLIC HEARING

**RECOMMENDATIONS:**

Board to adopt Resolution 01-15 [Verrado District 1] approving the tentative budget of the District for the FY15-2016, beginning July 1, 2015 and ending June 30, 2016, and setting a hearing date for the budget and tax levy.

**RELEVANT COUNCIL GOAL:**

Under Arizona law, each community facilities district must adopt an Annual Budget and establish a tax levy rate for the property within the District to meet the operating needs, including debt service if applicable, of the District.

**SUMMARY**

**PROJECT DESCRIPTION:**

The Board of Directors of the CFD are required to approve a tentative budget for the District. Following the required public notice, the Board will meet on June 16, 2015 to conduct a public hearing at which property owners within the District will be privileged to comment in favor of or against the expenditures or tax levy.

**FUTURE ACTION: (Council and Staff)**

- Conduct a public hearing on June 16, 2015, followed by action by the Board to adopt an Annual Budget for the District for FY2015-2016 and approve a tax levy rate for the same fiscal year.

**ATTACHMENTS:** *\*\*ADDITIONAL INFORMATION AVAILABLE IN THE OFFICE OF THE CITY CLERK -*

Resolution 01-15 [Verrado District 1] with Tentative FY15-2016 Budget attached as Exhibit A

**FINANCIAL NARRATIVE:**

The City is compensated for its services of administering the community facilities districts through an administrative fee of thirty cents (\$0.30) per \$100 of valuation.

**CURRENT FISCAL YEAR TOTAL COST (as reflected in motion)**

NA

BUDGETED  UNBUDGETED FISCAL YEAR BUDGET (check one)

F/Y: 2015-2016

FUND / DEPARTMENT (GL#):

Fund 420

**RESOLUTION NO. 01-15 [Verrado District 1]**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE VERRADO DISTRICT 1 COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA), APPROVING THE TENTATIVE BUDGET OF THE DISTRICT FOR THE FISCAL YEAR 2015-2016 BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016, SETTING HEARING DATES FOR THE BUDGET AND TAX LEVY.**

**BE IT RESOLVED** by the Board of Directors of the Verrado District 1 Community Facilities District (City of Buckeye, Arizona), as follows:

Section 1. The statements and schedules contained in the budget attached hereto as Exhibit A and incorporated by reference herein, are hereby approved for the purpose as hereinafter set forth as the tentative budget for the Verrado District 1 Community Facilities District (City of Buckeye, Arizona) (the "*District*") for the fiscal year 2015-2016. The statements and estimates of the operation and maintenance expenses of the District, the costs of capital improvements and other expenditures for public infrastructure and the amount needed to pay general obligation bonds of the District (collectively, the "*District Expenditures*") which are to be paid from ad valorem taxes collected in the District, are hereby filed with the District Clerk.

Section 2. The District Clerk is authorized and directed to cause to be mailed to the governing body of the City and published in the manner prescribed by law, a notice that the District Board will meet for the purpose of conducting a final hearing for District taxpayers on the statements and estimates of District Expenditures filed with the District Clerk and on the adoption of the 2015-2016 Annual Budget for the District; said hearing to be conducted on June 16, 2015, immediately following the regular meeting of the City Council, in the Council Chambers at City Hall, 530 E. Monroe Avenue, Buckeye, Arizona 85326, with final approval of the District's tax levy on July 7, 2015, same time and place.

Section 3. This Resolution shall be effective immediately.

**PASSED AND ADOPTED** by the Board of Directors of the Verrado District 1 Community Facilities District (City of Buckeye, Arizona), on June 2, 2015.

\_\_\_\_\_  
**District Chairman**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**District Clerk**

\_\_\_\_\_  
**District Attorney**

Exhibit A - Budget

EXHIBIT A				
BUDGET				
CITY OF BUCKEYE				
VERRADO DISTRICT 1 COMMUNITY FACILITIES DISTRICT				
FY 15-16				
		FY 14-15		FY 15-16
			Estimated	
	FY 13-14	Approved	Final	Proposed
	Final	Budget	@ 6/30/15	Amount
<b>SOURCES</b>				
Property Tax: Debt Service	1,629,842	1,833,638	1,833,638	2,620,378
Property Tax: O&M	155,901	183,363	183,363	202,894
Investment Income	152	100	350	350
Developer Contribution	2,070,104	460,008	460,008	832,204
Transfer From Other Funds	1,469,621	2,630,390	581,208	2,420,884
Other sources:				
2013A Refunding Bonds	21,053,125	-	-	-
2013B Project Bonds	6,000,000	-	-	-
Cost of Issuance	255,840	-	-	-
Prior Year Fund Balances	2,375,503	1,887,509	2,276,829	687,653
<b>TOTAL SOURCES</b>	<b>35,010,088</b>	<b>6,995,008</b>	<b>5,335,396</b>	<b>6,764,363</b>
<b>USES</b>				
Capital Improvements	6,010,752	-	-	-
Debt Service: General Obligation	23,066,078	4,018,755	3,847,535	3,997,665
Administrative Fees	6,000	6,000	6,000	6,000
Bond Issuance Costs	245,096	-	-	-
Operations and Maintenance	233,702	248,000	213,000	220,000
Developer Payment	1,702,010	-	-	-
Transfer to Other Funds	1,469,621	2,630,390	581,208	2,420,884
Reserve	-	91,863	-	119,814
<b>TOTAL USES</b>	<b>32,733,259</b>	<b>6,995,008</b>	<b>4,647,743</b>	<b>6,764,363</b>
<b>SOURCES OVER/ (UNDER) USES</b>	<b>2,276,829</b>	<b>-</b>	<b>687,653</b>	<b>-</b>
Total Secondary Assessed Valuation	54,919,966	64,338,137	64,338,137	
Total Limited Property Valuation				67,631,352
Tax rate - Debt Service (per \$100/SAV)	3.00	3.00		
Tax rate - O&M (per \$100/SAV)	0.30	0.30		
Tax rate - Debt Service (per \$100/LPV)				3.69
Tax rate - O&M (per \$100/LPV)				0.30

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**CITY OF BUCKEYE  
COMMUNITY FACILITY DISTRICT  
BOARD ACTION REPORT**

MEETING DATE:	June 2, 2015	AGENDA ITEM:	11.
DATE PREPARED:	April 16, 2015	DISTRICT NO.:	Verrado Western Overlay CFD
STAFF LIAISON:	Larry D. Price	DIRECTOR APPROVAL:	LDP
DEPARTMENT:	Finance	FINANCE APPROVAL:	LDP

Will not be added without both approvals

**ACTION TITLE:** Resolution 01-15 [Verrado Western Overlay] Approving the Tentative Budget of the District for the Fiscal Year 2015-2016 and Setting a Hearing Date for the Budget and Tax Levy

ITEM  PUBLIC HEARING

**RECOMMENDATIONS:**

Board to adopt Resolution 01-15 [Verrado Western Overlay] approving the tentative budget of the District for the FY15-2016, beginning July 1, 2015 and ending June 30, 2016, and setting a hearing date for the budget and tax levy.

**RELEVANT COUNCIL GOAL:**

Under Arizona law, each community facilities district must adopt an Annual Budget and establish a tax levy rate for the property within the District to meet the operating needs, including debt service if applicable, of the District.

**SUMMARY**

**PROJECT DESCRIPTION:**

The Board of Directors of the CFD are required to approve a tentative budget for the District. Following the required public notice, the Board will meet on June 16, 2015 to conduct a public hearing at which property owners within the District will be privileged to comment in favor of or against the expenditures or tax levy.

**FUTURE ACTION: (Council and Staff)**

- Conduct a public hearing on June 16, 2015, followed by action by the Board to adopt an Annual Budget for the District for FY2015-2016 and approve a tax levy rate for the same fiscal year.

**ATTACHMENTS:** *\*\*ADDITIONAL INFORMATION AVAILABLE IN THE OFFICE OF THE CITY CLERK -*

Resolution 01-15 [Verrado Western Overlay] with Tentative FY15-2016 Budget attached as Exhibit A

**FINANCIAL NARRATIVE:**

The City is compensated for its services of administering the community facilities districts through an administrative fee of thirty cents (\$0.30) per \$100 of valuation.

**CURRENT FISCAL YEAR TOTAL COST (as reflected in motion)**

NA

BUDGETED  UNBUDGETED FISCAL YEAR BUDGET (check one)

F/Y: 2015-2016

FUND / DEPARTMENT (GL#):

Fund 422

**RESOLUTION NO. 01-15 [Verrado Western Overlay]**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA), APPROVING THE TENTATIVE BUDGET OF THE DISTRICT FOR THE FISCAL YEAR 2015-2016 BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016, SETTING HEARING DATES FOR THE BUDGET AND TAX LEVY.**

**BE IT RESOLVED** by the Board of Directors of the Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona), as follows:

Section 1. The statements and schedules contained in the budget attached hereto as Exhibit A and incorporated by reference herein, are hereby approved for the purpose as hereinafter set forth as the tentative budget for the Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona) (the "*District*") for the fiscal year 2015-2016. The statements and estimates of the operation and maintenance expenses of the District, the costs of capital improvements and other expenditures for public infrastructure and the amount needed to pay general obligation bonds of the District (collectively, the "*District Expenditures*") which are to be paid from ad valorem taxes collected in the District, are hereby filed with the District Clerk.

Section 2. The District Clerk is authorized and directed to cause to be mailed to the governing body of the City and published in the manner prescribed by law, a notice that the District Board will meet for the purpose of conducting a final hearing for District taxpayers on the statements and estimates of District Expenditures filed with the District Clerk and on the adoption of the 2015-2016 Annual Budget for the District; said hearing to be conducted on June 16, 2015, immediately following the regular meeting of the City Council, in the Council Chambers at City Hall, 530 E. Monroe Avenue, Buckeye, Arizona 85326, with final approval of the District's tax levy on July 7, 2015, same time and place.

Section 3. This Resolution shall be effective immediately.

**PASSED AND ADOPTED** by the Board of Directors of the Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona), on June 2, 2015.

\_\_\_\_\_  
**District Chairman**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**District Clerk**

\_\_\_\_\_  
**District Attorney**

Exhibit A - Budget

EXHIBIT A				
BUDGET				
CITY OF BUCKEYE				
VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT				
FY 15-16				
		FY 14-15		FY 15-16
			Estimated	
	FY 13-14	Approved	Final	Proposed
	Final	Budget	@ 6/30/15	Amount
<b>SOURCES</b>				
Property Tax: Debt Service	399,833	406,911	406,911	534,123
Property Tax: O&M	39,544	40,691	40,691	42,988
Investment Income	10	5	20	20
Developer Contribution	493,148	556,384	556,384	157,822
Transfer From Other Funds	3,575	3,300	3,300	3,300
Other sources:				
Prior Year Fund Balances	117,134	22,776	88,176	182,932
<b>TOTAL SOURCES</b>	<b>1,053,244</b>	<b>1,030,067</b>	<b>1,095,482</b>	<b>921,185</b>
<b>USES</b>				
Debt Service: General Obligation	740,966	780,000	665,000	675,000
Administrative Fees	4,250	4,250	6,750	4,250
Reimburse Bank Service Fees	180,723	180,000	180,000	180,000
Transfer to Other Funds	3,575	3,300	3,300	3,300
Operations and Maintenance	35,554	56,500	57,500	52,500
Reserve	-	6,017	-	6,135
<b>TOTAL USES</b>	<b>965,068</b>	<b>1,030,067</b>	<b>912,550</b>	<b>921,185</b>
<b>SOURCES OVER/ (UNDER) USES</b>	<b>88,176</b>	<b>-</b>	<b>182,932</b>	<b>-</b>
<b>Total Secondary Assessed Valuation</b>	<b>13,502,796</b>	<b>14,277,566</b>	<b>14,277,566</b>	
<b>Total Limited Property Valuation</b>				<b>14,329,262</b>
<b>Tax rate - Debt Service (per \$100/SAV)</b>	<b>3.00</b>	<b>3.00</b>		
<b>Tax rate - O&amp;M (per \$100/SAV)</b>	<b>0.30</b>	<b>0.30</b>		
<b>Tax rate - Debt Service (per \$100/LPV)</b>				<b>3.55</b>
<b>Tax rate - O&amp;M (per \$100/LPV)</b>				<b>0.30</b>

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**CITY OF BUCKEYE  
COMMUNITY FACILITY DISTRICT  
BOARD ACTION REPORT**

MEETING DATE:	June 2, 2015	AGENDA ITEM:	12.
DATE PREPARED:	April 16, 2015	DISTRICT NO.:	Watson Road CFD
STAFF LIAISON:	Larry D. Price	DIRECTOR APPROVAL:	LDP
DEPARTMENT:	Finance	FINANCE APPROVAL:	LDP

Will not be added without both approvals

**ACTION TITLE:** Resolution 01-15 [Watson Road] Approving the Tentative Budget of the District for the Fiscal Year 2015-2016 and Setting a Hearing Date for the Budget and Tax Levy

ITEM  PUBLIC HEARING

**RECOMMENDATIONS:**

Board to adopt Resolution 01-15 [Watson Road] approving the tentative budget of the District for the FY15-2016, beginning July 1, 2015 and ending June 30, 2016, and setting a hearing date for the budget and tax levy.

**RELEVANT COUNCIL GOAL:**

Under Arizona law, each community facilities district must adopt an Annual Budget and establish a tax levy rate for the property within the District to meet the operating needs, including debt service if applicable, of the District.

**SUMMARY**

**PROJECT DESCRIPTION:**

The Board of Directors of the CFD are required to approve a tentative budget for the District. Following the required public notice, the Board will meet on June 16, 2015 to conduct a public hearing at which property owners within the District will be privileged to comment in favor of or against the expenditures or tax levy.

**FUTURE ACTION: (Council and Staff)**

- Conduct a public hearing on June 16, 2015, followed by action by the Board to adopt an Annual Budget for the District for FY2015-2016 and approve a tax levy rate for the same fiscal year.

**ATTACHMENTS:** *\*\*ADDITIONAL INFORMATION AVAILABLE IN THE OFFICE OF THE CITY CLERK*

Resolution 01-15 [Watson Road] with Tentative FY15-2016 Budget attached as Exhibit A

**FINANCIAL NARRATIVE:**

The City is compensated for its services of administering the community facilities districts through an administrative fee of thirty cents (\$0.30) per \$100 of valuation.

**CURRENT FISCAL YEAR TOTAL COST (as reflected in motion)**

NA

BUDGETED  UNBUDGETED FISCAL YEAR BUDGET (check one)

F/Y: 2015-2016

FUND / DEPARTMENT (GL#):

Fund 490

**RESOLUTION NO. 01-15 [Watson Road]**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE WATSON ROAD COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA), APPROVING THE TENTATIVE BUDGET OF THE DISTRICT FOR THE FISCAL YEAR 2015-2016 BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016, SETTING HEARING DATES FOR THE BUDGET AND TAX LEVY.**

**BE IT RESOLVED** by the Board of Directors of the Watson Road Community Facilities District (City of Buckeye, Arizona), as follows:

Section 1. The statements and schedules contained in the budget attached hereto as Exhibit A and incorporated by reference herein, are hereby approved for the purpose as hereinafter set forth as the tentative budget for the Watson Road Community Facilities District (City of Buckeye, Arizona) (the "District") for the fiscal year 2015-2016. The statements and estimates of the operation and maintenance expenses of the District, the costs of capital improvements and other expenditures for public infrastructure and the amount needed to pay general obligation bonds of the District, if any (collectively, the "District Expenditures") which are to be paid from ad valorem taxes collected in the District, are hereby filed with the District Clerk.

Section 2. The District Clerk is authorized and directed to cause to be mailed to the governing body of the City and published in the manner prescribed by law, a notice that the District Board will meet for the purpose of conducting a final hearing for District taxpayers on the statements and estimates of District Expenditures filed with the District Clerk and on the adoption of the 2015-2016 Annual Budget for the District; said hearing to be conducted on June 16, 2015, immediately following the regular meeting of the City Council, in the Council Chambers at City Hall, 530 E. Monroe Avenue, Buckeye, Arizona 85326, with final approval of the District's tax levy on July 7, 2015, same time and place.

Section 3. This Resolution shall be effective immediately.

**PASSED AND ADOPTED** by the Board of Directors of the Watson Road Community Facilities District (City of Buckeye, Arizona), on June 2, 2015.

\_\_\_\_\_  
**District Chairman**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**District Clerk**

\_\_\_\_\_  
**District Attorney**

Exhibit A - Budget

EXHIBIT A				
BUDGET				
CITY OF BUCKEYE				
WATSON ROAD COMMUNITY FACILITIES DISTRICT				
FY 15-16				
		FY 14-15		FY 15-16
			Estimated	
	FY 13-14	Approved	Final	Proposed
	Final	Budget	@ 6/30/15	Amount
<b>SOURCES</b>				
Property Tax: O&M	40,623	48,422	48,422	50,136
Special Assessments: Debt Service	3,859,473	3,569,398	3,511,398	3,422,475
Special Assessments: Prepayments	693,406	100,000	400,000	200,000
Investment Income	291	175	600	600
Other Fees & Revenues	629,263	115,000	110,000	20,000
Other sources:				
Prior Year Fund Balances	4,294,883	4,424,939	5,095,879	4,343,511
<b>TOTAL SOURCES</b>	<b>9,517,939</b>	<b>8,257,934</b>	<b>9,166,299</b>	<b>8,036,722</b>
<b>USES</b>				
Debt Service: Special Assessments	3,587,734	3,569,398	3,458,899	3,422,475
Debt Service: Prepayments	671,000	100,000	1,200,000	200,000
Administrative Fees	10,860	17,500	7,000	16,500
Operations and Maintenance	152,466	80,500	156,889	150,000
Reserve	-	4,490,536	-	4,247,747
<b>TOTAL USES</b>	<b>4,422,060</b>	<b>8,257,934</b>	<b>4,822,788</b>	<b>8,036,722</b>
<b>SOURCES OVER/ (UNDER) USES</b>	<b>5,095,879</b>	<b>-</b>	<b>4,343,511</b>	<b>-</b>
Total Secondary Assessed Valuation	13,882,383	16,990,333	16,990,333	
Total Limited Property Valuation				16,711,877
Tax rate - O&M (per \$100/SAV)	0.30	0.30		
Tax rate - O&M (per \$100/LPV)				0.30

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**CITY OF BUCKEYE  
COMMUNITY FACILITY DISTRICT  
BOARD ACTION REPORT**

MEETING DATE:	June 2, 2015	AGENDA ITEM:	13.
DATE PREPARED:	April 16, 2015	DISTRICT NO.:	Westpark CFD
STAFF LIAISON:	Larry D. Price	DIRECTOR APPROVAL:	LDP
DEPARTMENT:	Finance	FINANCE APPROVAL:	LDP

Will not be added without both approvals

**ACTION TITLE:** Resolution 01-15 [Westpark] Approving the Tentative Budget of the District for the Fiscal Year 2015-2016 and Setting a Hearing Date for the Budget and Tax Levy

ITEM  PUBLIC HEARING

**RECOMMENDATIONS:**

Board to adopt Resolution 01-15 [Westpark] approving the tentative budget of the District for the FY15-2016, beginning July 1, 2015 and ending June 30, 2016, and setting a hearing date for the budget and tax levy.

**RELEVANT COUNCIL GOAL:**

Under Arizona law, each community facilities district must adopt an Annual Budget and establish a tax levy rate for the property within the District to meet the operating needs, including debt service if applicable, of the District.

**SUMMARY**

**PROJECT DESCRIPTION:**

The Board of Directors of the CFD are required to approve a tentative budget for the District. Following the required public notice, the Board will meet on June 16, 2015 to conduct a public hearing at which property owners within the District will be privileged to comment in favor of or against the expenditures or tax levy.

**FUTURE ACTION: (Council and Staff)**

- Conduct a public hearing on June 16, 2015, followed by action by the Board to adopt an Annual Budget for the District for FY2015-2016 and approve a tax levy rate for the same fiscal year.

**ATTACHMENTS:** *\*\*ADDITIONAL INFORMATION AVAILABLE IN THE OFFICE OF THE CITY CLERK*

Resolution 01-15 [Westpark] with Tentative FY15-2016 Budget attached as Exhibit A

**FINANCIAL NARRATIVE:**

The City is compensated for its services of administering the community facilities districts through an administrative fee of thirty cents (\$0.30) per \$100 of valuation.

**CURRENT FISCAL YEAR TOTAL COST (as reflected in motion)**

NA

BUDGETED  UNBUDGETED FISCAL YEAR BUDGET (check one)

F/Y: 2015-2016

FUND / DEPARTMENT (GL#):

Fund 450

**RESOLUTION NO. 01-15 [Westpark]**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE WESTPARK COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA), APPROVING THE TENTATIVE BUDGET OF THE DISTRICT FOR THE FISCAL YEAR 2015-2016 BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016, SETTING HEARING DATES FOR THE BUDGET AND TAX LEVY.**

**BE IT RESOLVED** by the Board of Directors of the Westpark Community Facilities District (City of Buckeye, Arizona), as follows:

Section 1. The statements and schedules contained in the budget attached hereto as Exhibit A and incorporated by reference herein, are hereby approved for the purpose as hereinafter set forth as the tentative budget for the Westpark Community Facilities District (City of Buckeye, Arizona) (the "*District*") for the fiscal year 2015-2016. The statements and estimates of the operation and maintenance expenses of the District, the costs of capital improvements and other expenditures for public infrastructure and the amount needed to pay general obligation bonds of the District (collectively, the "*District Expenditures*") which are to be paid from ad valorem taxes collected in the District, are hereby filed with the District Clerk.

Section 2. The District Clerk is authorized and directed to cause to be mailed to the governing body of the City and published in the manner prescribed by law, a notice that the District Board will meet for the purpose of conducting a final hearing for District taxpayers on the statements and estimates of District Expenditures filed with the District Clerk and on the adoption of the 2015-2016 Annual Budget for the District; said hearing to be conducted on June 16, 2015, immediately following the regular meeting of the City Council, in the Council Chambers at City Hall, 530 E. Monroe Avenue, Buckeye, Arizona 85326, with final approval of the District's tax levy on July 7, 2015, same time and place.

Section 3. This Resolution shall be effective immediately.

**PASSED AND ADOPTED** by the Board of Directors of the Westpark Community Facilities District (City of Buckeye, Arizona), on June 2, 2015.

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**District Chairman**

**ATTEST:**

**APPROVED AS TO FORM:**

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**District Clerk**

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**District Attorney**

Exhibit A - Budget

EXHIBIT A				
BUDGET				
CITY OF BUCKEYE				
WESTPARK COMMUNITY FACILITIES DISTRICT				
FY 15-16				
		FY 14-15		FY 15-16
			Estimated	
	FY 13-14	Approved	Final	Proposed
	Final	Budget	@ 6/30/15	Amount
<b>SOURCES</b>				
Property Tax: Debt Service	330,045	483,995	483,995	504,775
Property Tax: O&M	21,902	25,928	25,928	25,302
Special Assessments: Debt Service	213,404	202,398	188,347	188,226
Special Assessments: Prepayments	98,914	100,000	100,000	100,000
Escrow Held at Zions Bank	-	-	-	86,797
Investment Income	36	35	70	70
Other Fees & Revenues	27,040	30,000	25,000	20,000
Transfer From Other Funds	219,573	223,948	530,025	229,858
Other sources:				
Prior Year Fund Balances	719,495	461,226	491,087	358,654
<b>TOTAL SOURCES</b>	<b>1,630,409</b>	<b>1,527,530</b>	<b>1,844,452</b>	<b>1,513,682</b>
<b>USES</b>				
Debt Service: General Obligation	545,335	545,673	546,758	549,968
Debt Service: Special Assessments	207,139	202,398	188,347	188,226
Debt Service: Prepayments	91,000	100,000	120,000	100,000
Administrative Fees	27,040	22,000	21,500	24,000
Transfer to Other Funds	219,573	223,948	530,025	229,858
Operations and Maintenance	49,235	80,668	79,168	45,000
Reserve		352,843		376,630
<b>TOTAL USES</b>	<b>1,139,322</b>	<b>1,527,530</b>	<b>1,485,798</b>	<b>1,513,682</b>
<b>SOURCES OVER/ (UNDER) USES</b>	<b>491,087</b>	<b>-</b>	<b>358,654</b>	<b>-</b>
Total Secondary Assessed Valuation	7,626,659	9,097,652	9,097,652	
Total Limited Property Valuation				8,433,991
Tax rate - Debt Service (per \$100/SAV)	4.35	5.3098		
Tax rate - O&M (per \$100/SAV)	0.30	0.30		
Tax rate - Debt Service (per \$100/LPV)				5.70
Tax rate - O&M (per \$100/LPV)				0.30