

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  
MARCH 3, 2015

City Council Chambers  
530 E. Monroe Ave.  
Buckeye, AZ 85326  
5:15 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. **Update and Discussion Regarding Revenue Generating Tool to Support Tourism**  
**(Estimated Time – 30 Minutes)**  
**Staff Liaison: Suzanne Boyles, Economic Development Program Coordinator**  
**Jennifer Rogers, Marketing & Communications Manager**  
**District No. All**  
*Council Action: Discussion only.*
  
3. **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**

MEETING DATE: March 3, 2015 AGENDA ITEM: 2

DATE PREPARED: February 9, 2015 DISTRICT NO.: ALL

STAFF LIAISON: Suzanne Boyles, ED Program Coordinator  
Jennifer Rogers, Marketing & Communications  
Manager DIRECTOR APPROVAL: LB & JR

DEPARTMENT: Economic Development and Marketing &  
Communications FINANCE APPROVAL: LP

Will not be added w/o  
both approvals

ACTION TITLE: Update to Discussion Regarding Revenue Generating Tool to Support Tourism

WORKSHOP     SPECIAL     CONSENT     NON-CONSENT     TABLED     PUBLIC HEARING

**RECOMMENDATIONS:**  
For Discussion Only.

**RELEVANT COUNCIL GOAL:**  
Goal 1: Fiscal Wellness and Financial Flexibility and Accountability.  
Goal 2: Enhanced Economic Well-Being and Vitality.

**SUMMARY**

**PROJECT DESCRIPTION:**

Since the initial discussion with Council on January 20, 2015, staff has discussed this new tool with the local hotels and RV Resort as well as comprised a tourism budget which outlines how funding generated from this tool will be used to support Tourism.

In addition the City has posted to its website, as required by law, the 60 day notice of Council's consideration of the proposed new additional transaction privilege tax rate relating to transient lodging. This notice was posted on February 4, 2015.

**BENEFITS:**

If Buckeye adopted an additional Lodging Tax rate of 3.0%, Buckeye would receive an additional \$59,707 in revenue to fund tourism marketing strategies (not including any new hotels coming into the market).

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

Formal action item will be presented to Council at the April 7, 2015 Council Action Meeting.

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

None

**FINANCIAL NARRATIVE:**

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

Regular Agenda

Regular Agenda

Regular Agenda

Regular Agenda

Regular Agenda

**PLEASE SILENCE ALL ELECTRONIC COMMUNICATION DEVICES. THANK YOU.**

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**CITY OF BUCKEYE  
REGULAR COUNCIL MEETING AND EXECUTIVE SESSION  
MARCH 3, 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**

Proclamation: Mayor Meck to proclaim the week of March 2-6, 2015 as “National School Breakfast Week”.

Mayor Meck and Council will present an award in recognition of their sponsorship of the 2015 Buckeye Air Fair to CORE Construction.

Councilmember Hess will present Science, Technology, Engineering and Math (STEM) Expo awards.

**3. Minutes**

Council to approve the minutes of the February 3, 2015 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. 13-15 Ratifying the Submission of a Grant Request to the Governor's Office of Highway Safety Relating to DUI Enforcement Vehicle Funding; Authorizing the City Manager and Police Department Chief to Execute and Deliver the Grant Agreement**  
**Staff Liaison: Larry Hall, Chief of Police**  
**District No. All**

Council to approve Resolution No. 13-15 ratifying the submission of a grant request to the Governor's Office of Highway Safety for FFY 2015 funding to purchase a DUI enforcement vehicle; authorizing the City Manager and Police Department Chief to execute and deliver the Grant Agreement.

- \*5B. Resolution No. 12-15 Approving the Agreement Among the City of Buckeye, Sunbelt Investment Holdings and The Flood Control District of Maricopa County Relating to the Roosevelt Street Crossing of the White Tanks Flood Retarding Structure No. 4; Authorizing the Mayor or the City Manager to Execute and Deliver Said Agreement**  
**Staff Liaison: Scott Zipprich, City Engineer**  
**District No. 6**

Council to approve Resolution No. 12-15 approving the agreement among the City of Buckeye, Sunbelt Investment Holdings and the Flood Control District of Maricopa County relating to the Roosevelt Street Crossing of the White Tanks Flood Retarding Structure No. 4; authorizing the Mayor or the City Manager to execute and deliver said Agreement.

- \*5C. Reclassification of Administrative Assistant Position to Management Assistant Position**  
**Staff Liaison: Carol Conley**  
**District No. N/A**

Council to approve the reclassification of the existing Administrative Assistant position, salary grade 43, to a Management Assistant Position, salary grade 60, in the office of Mayor and Council.

- \*5D. Boards and Commissions Resignation**  
**Staff Liaison: Lucinda J. Aja**  
**District No. 4**

Council to accept the resignation of Stanley Goldman (District 4) as a Regular Member on the Airport Advisory Board.

### 6. Continued / Tabled Items - None

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

- 7A. Action Resolution No. 14-15 Establishing Water and Wastewater Rates and Charges; Establishing an Effective Date; Repealing Conflicting Resolutions**  
**Staff Liaison: Dave Nigh, Water Resources Director**  
**District No. All**

Council to adopt Resolution No. 14-15 establishing water and wastewater rates and charges; establishing an effective date; repealing conflicting resolutions.

*Council Action: 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

Main Street Board

Public Safety Retirement Board (Police)

MAG Human Services Coordinating Committee

2014 Human Development Steering Committee

Councilmember McAchran:

Airport Advisory Board

All Faith 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. Executive Session**

**a. Council to Convene Into Executive Session**

The City of Buckeye Council will convene into Executive Session pursuant to ARS 38-431.03(A)(3) to consult with the City Attorney for legal advice pertaining to the acquisition of water resources and assets; ARS Section 38-431.03(A)( 4), to discuss with attorneys and the city representative the City's position regarding a contract for water resources.

*Council Action: Motion to convene into Executive Session.*

**b. Council to Reconvene into Public Meeting**

The City of Buckeye Council will reconvene into Public Meeting.

*Council Action: Motion to reconvene into Public Meeting.*

**11. Adjournment**

*Council Action: Motion to adjourn.*

**City of Buckeye  
Proclamation  
National School Breakfast Week 2015**

**WHEREAS**, the School Breakfast Program has served our nation admirably since it was permanently established in 1975; and

**WHEREAS**, the School Breakfast Program is dedicated to the health and well-being of our nation's children; and

**WHEREAS**, the School Breakfast Program joins and has been joined through the years by many other excellent child nutrition programs; and

**WHEREAS**, there is evidence of continued need for nutrition education and awareness of the value of school nutrition programs;

**NOW THEREFORE BE IT RESOLVED**, that I, Jackie A. Meck, Mayor of the City of Buckeye, Arizona do hereby proclaim the week of March 2 – 6, 2015 as NATIONAL SCHOOL BREAKFAST WEEK and I encourage all residents to become aware and concerned about their children's and their own nutrition habits, in hope of achieving a more healthful citizenry for today and the future.

Given under my hand in these free United States in the City of Buckeye on the 3<sup>rd</sup> day of March, two thousand fifteen and to which I have caused the Seal of the City of Buckeye to be affixed and have made this proclamation public.

Signed \_\_\_\_\_

Jackie A. Meck, Mayor

Attest:

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

**CITY OF BUCKEYE  
COUNCIL WORKSHOP  
FEBRUARY 3, 2015  
MINUTES**

**City Council Chambers  
530 E. Monroe Ave.  
Buckeye, AZ 85326  
3:15 p.m.**

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

Mayor Meck called the meeting to order at 3:16 p.m.

Members Present: Councilmember Strauss (arrived at 3:24 p.m., excused at 5:09 p.m., returned at 5:12 p.m.), Councilmember Hess (excused at 4:26 p.m., returned at 4:28 p.m.), Councilmember Heustis (excused at 5:04 p.m., returned at 5:06 p.m.), Vice Mayor Orsborn (excused at 4:29 p.m., returned at 4:31 p.m.), and Mayor Meck.

Members Absent: Councilmember Garza and Councilmember McAchran.

Departments Present: City Manager Stephen Cleveland, Assistant City Manager Roger Klingler, Deputy City Clerk Summer Stewart, Assistant to Council Carol Conley, Chief of Police Larry Hall, Assistant Chief of Police Robert Sanders, Finance Director Larry Price, Public Works Director Scott Lowe, Economic Development Director Len Becker, City Engineer Scott Zipprich, Water Resources Director Dave Nigh, Information Technology Director Greg Platacz, and Government Relations Manager George Diaz.

**2. Discussion of the Proposed State Route 30 (SR-30) Alignment  
Staff Liaison: George Diaz, Government Relations Manager  
District No. All**

Megan Griego (Arizona Department of Transportation "ADOT") provided an overview of the proposed State Route 30 (SR-30) and presented maps illustrating the proposed route, stretching from 59<sup>th</sup> Avenue to MC-85. Potential alternative routes are displayed. Public outreach efforts related to this project include meeting with members of the public. ADOT is taking comments from the public as well as key stakeholders groups through February 20, 2015. Brian Bombardier (ADOT) provided a brief history of the proposed SR-30 corridor. The project represents approximately 27 miles in length and is divided into segments with two different designs; the designs were provided and discussed. The study of the stretch of SR-30 from MC-85 to 303 was initiated in 2006. It is anticipated this project will begin in 2026-2030 and is currently unfunded, but will be one of the first projects placed back in the funded program. The SR-303 will eventually be extended south of the Gila River and several studies have taken place to determine the best approach; there are several hindrances including environmental issues and physical constraints. The SR-30 alignment through the City of Buckeye cannot proceed without establishing the 303 route and determining when the project will be fiscally constrained. Studies have continued related to the segment from downtown Buckeye to SR-85; potential increases in traffic through the downtown area and along MC-85 were discussed. Ms. Griego stated there is a plan to widen the freeway between Verrado Way and SR-85; the project is currently under design on the westbound side, eastbound widening improvements are in the construction phase. Vice Mayor noted the importance of continuing discussion between ADOT and City of Buckeye planning staff related to improvements and potential projects. Mr. Bombardier commented on the importance of following the federal process to assure projects are eligible for grants and funding. Ms. Griego stated ADOT will commit to further conversation with City staff. Mayor Meck stressed the value and importance of continued communication between City staff and ADOT.

**3. Presentation of Body Camera Implementation Proposal – Evidence Collection and Police Legitimacy Project**

**Staff Liaison: Larry Hall, Police Chief**

**District No. All**

Assistant Police Chief Sanders presented an overview of the body-worn camera program. The Police Department would like to implement the project to increase transparency, increase community trust, support police legitimacy, document evidence, create a public record and reconcile complaints against officers. A news story demonstrating the benefit of officers using body-worn cameras was played. The Buckeye Police Department handles approximately 26,000 calls per year with five to ten calls rising to the level of increased involvement. Concerns were discussed and include public privacy, retention and storage, officer privacy, budgetary constraints, long term financial commitment, and policy development and implementation. An advertisement explaining how to manage the technology was presented. Discussions have been held with other municipalities and the Information Technology Department regarding storage of body-worn camera recordings. The cost to implement the program and funding sources were discussed; it is estimated the total cost will be \$185,855. A clip exhibiting the view from a body-worn camera as opposed to a dashboard camera was presented. Funding sources were addressed along with on-going program costs. City resources and affect to staff was discussed. Internet clips depicting the difference between various body-worn cameras were played. Challenges to the project include funding and administration. A clip was played to demonstrate how evidence documentation will improve. Councilmember Strauss addressed the need to protect police officers. Assistant Police Chief Sanders stated officers are generally in favor of the project. Mr. Platacz discussed potential video storage constraints. General discussion was held regarding benefits of the program. Police Chief Hall addressed the potential of decreased litigation with the implementation of body cameras resulting in reduced legal fees. Assistant Police Chief Sanders stated the Special Weapons and Tactics (SWAT) unit will not be outfitted with the cameras at this time due to tactical conversations held before operations; the cameras will be worn by patrol officers and at times by detectives.

**4. Economic Development Department Update Part 3 – Retail Focused**

**Staff Liaison: Len Becker, Economic Development Director**

**District No. All**

Mr. Becker presented a summary of retail development and attraction and discussed the goals and objectives of the Economic Development Department. The need for retail was addressed. A map representing the distance City residents travel for work was presented. City demographics were discussed; Buckeye has a population of 56,987 with an average age of 31.9 and household income of \$67,985. Strategies for positioning retail opportunities in the City were reviewed. Upcoming retail specific engagements were listed and Council was invited to attend.

**5. Discussion of the Intergovernmental Agreement for the Design of the Watson Drainage System**

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

**District No. 1, 2, 3**

Mr. Zipprich provided an overview of the Intergovernmental Agreement (IGA) with the Maricopa County Flood Control District for the design of the Watson Drainage System. A background of the system was presented along with a map depicting the study area and drainage area. The Watson Drainage System will have five detention basins and approximately ten miles of channels and culverts. Project implementation will be part of future development, will integrate systems into communities, and will be managed and maintained by the Home Owners Associations as part of their open space. The IGA reflects an equal cost share of the outfall final design with Flood Control District; the City's portion is \$750,000. Utility design considerations were addressed. The City's responsibilities include working with developers to implement the system through future development and preserve system corridor to minimize project utility and infrastructure relocation costs. The Flood Control District responsibilities include publishing, procuring, awarding and managing the outfall design contract and reviewing future development plans that affect the channel. Staff recommends approval of the IGA;

once approved, future steps include 100% design, adoption of the design report for implementation, request Flood Control District place the project on their Capital Improvement Program, and negotiate match for construction dollars. Clarification regarding the drainage system and how it will alleviate flooding during heavy storms was provided. Mr. Cleveland discussed the urgency and importance of moving forward with the project and explained how projects compete for funds within Maricopa County. General discussion was held regarding concept design and cost.

**6. Adjournment**

A motion was made by Vice Mayor Orsborn and seconded by Councilmember Strauss to adjourn the meeting at 5:42 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 3<sup>rd</sup> day of February, 2015. I further certify that a quorum was present.

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Lucinda J. Aja, City Clerk

**CITY OF BUCKEYE  
REGULAR COUNCIL MEETING  
FEBRUARY 3, 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. Pastor Jeffrey Kran of Chosen People Ministries led the invocation.

Members Present: Councilmember Garza (via telephone), Councilmember Strauss, Councilmember Hess, Councilmember McAchran (via telephone), Councilmember Heustis, Vice Mayor Orsborn, and Mayor Meck.

Members Absent: None.

Departments Present: City Manager Stephen Cleveland, Assistant City Manager Roger Klingler, City Attorney Scott Ruby, Deputy City Clerk Summer Stewart, Assistant to Council Carol Conley, Fire Chief Bob Costello, Police Chief Larry Hall, Assistant Police Chief Robert Sanders, Finance Director Larry Price, Community Services Director Cheryl Sedig, Public Works Director Scott Lowe, Development Services Director George Flores, City Engineer Scott Zipprich, Human Resources Director Nancy Love, Water Resources Director Dave Nigh, Information Technology Director Greg Platacz, Construction and Contracting Manager Chris Williams, Government Relations Manager George Diaz, and Planning Manager Terri Hogan.

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

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

**3. Minutes**

A motion was made by Vice Mayor Orsborn and seconded by Councilmember Strauss to approve the minutes of the January 6, 2015 Council Workshop and Regular Council Meeting. Motion passed unanimously.

**4. Expenditures**

A motion was made by Vice Mayor Orsborn and seconded by Councilmember Strauss 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 Vice Mayor Orsborn and seconded by Councilmember Heustis to approve Consent Items \*5A., \*5B., \*5C., \*5D, and \*5E. Motion passed unanimously.**

**\*5. New Business**

- \*5A. Resolution No. 07-15 Authorizing the Designation of Fire Chief Robert Costello as the City of Buckeye's Authorized Agent for Purposes of Requesting Federal and State Emergency Management Funds  
Staff Liaison: Robert "Bob" Costello, Fire Chief  
District No. All**

Council adopted Resolution No.07-15 designating Fire Chief Bob Costello as the City of Buckeye's authorized agent for purposes of requesting Federal and State emergency management funds.

- \*5B. Resolution No. 08-15 Approving the Intergovernmental Agreement with Flood Control District of Maricopa County Relating to the Outfall Design of the Watson Drainage System; Authorizing the Mayor or City Manager to Execute and Deliver Said Agreement  
Staff Liaison: Scott Zipprich, City Engineer  
District No. 1, 2, 3**

Council adopted Resolution No.08-15 approving Intergovernmental Agreement with the Flood Control District of Maricopa County relating to the Outfall Design of Watson Drainage System; authorizing the Mayor or City Manager to execute and deliver said agreement.

- \*5C. Special Event Liquor License Application for Buckeye Air Fair Events to be Held on February 20, 2015 and February 21, 2015 at the Buckeye Municipal Airport  
Staff Liaison: Lucinda Aja, City Clerk  
District No. 1**

Council approved the Special Event Liquor License Application for Buckeye Air Fair events to be held on February 20, 2015 and February 21, 2015 at the Buckeye Municipal Airport. Request by John H. Broadbent on behalf of the Buckeye Rotary Club.

- \*5D. Special Event Liquor License Application for the Grand Opening Event of the Victory Community of Buckeye to be Held on February 21, 2015 at the Victory Big Patio  
Staff Liaison: Lucinda Aja, City Clerk  
District No. 6**

Council approved the Special Event Liquor License Application for the Grand Opening Event of the Victory Community of Buckeye for the Victory Opening event to be held February 21, 2015 at the Victory Big Patio. Requested by Bernadette R. Mills, Verrado ARC LLC on behalf of the West Valley Arts Council.

- \*5E. Resolution No. 10-15 Repealing the Adopt a Road Sign Fee Established by Resolution No. 74-09; Providing for Repeal of Conflicting Resolutions; Providing for an Effective Date  
Staff Liaison: Scott Lowe, Public Works Director  
District No. All**

Council adopted Resolution No. 10-15 repealing the Adopt a Road Sign Fee established by Resolution No. 74-09; providing for repeal of conflicting resolutions; providing for an effective date.

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

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

### **7A. Public Hearing and Action Ordinance No. 02-15 Amending the Zoning Map on Approximately 32.75 Acres, Generally Located at the Southeast Corner of Miller Road and Interstate 10, From General Commerce (GC) to General Commerce with a Planned Area Development (GC-PAD) Overlay Staff Liaison: Sean Banda, Planner District No. 3**

Mayor Meck opened the public hearing at 6:04 p.m. to hear citizen input regarding Ordinance No. 02-15 amending the Zoning Map of the City of Buckeye, with stipulations (a-n) on approximately 32.75 acres generally located on the southeast corner of Miller Road and Interstate 10, from General Commerce (GC) to General Commerce with a Planned Area Development (GC-PAD) Overlay. Mr. Banda presented an overview of the request by the applicant to amend the zoning map of the City. A vicinity map was displayed. PAD provisions are established to create enhancements and flexibility. A conceptual site land use plan was presented and discussed. The area will be broken down into 4 sites; commercial retail and food service, hotel and lodging, automotive and transportation, and multi-family residential and mixed-use. Prohibited uses were addressed. Staff recommends approval with stipulations a-n provided as attachments to this item. Mr. Banda clarified the site is not a master site plan, but an overlay of uses with uniform landscape design and signage plans. Specific site planning has not been addressed with regard to these parcels. General discussion was held regarding the applicant's request for signage and staff recommended amendments to sign number and square footage. A sign matrix describing four types of signs, the quantity of signs requested and recommended, proposed height and size, and recommended height and size was provided. The applicant has requested a sign height of 80 feet and an area of 700 square feet; staff recommends a height of 72 feet and an area of 500 square feet. The Buckeye Development Code allows for a maximum height of 65 feet and area of 250 square feet. The staff recommended compromise is due to enhanced architectural embellishments. Mr. Boik discussed signage requirements and presented information related to the elevation between the site and nearby overpass as well as distance to residential property. Mr. Banda provided further clarification with regard to signage, staff recommendations, and procedures for future conflicts. Mr. Paul Bleier (Bleier Industries), sign consultant, discussed extensive conversations held with staff regarding the applicant's proposal for signage. Mr. Bleier presented depictions of signage at different heights and stated the success of a project of this sort depends on signage. The requested height of 80 feet is due to the setback and power lines at the site; applicant would like Council to consider the requested square footage of 750 feet. Councilmember Heustis discussed concerns related to making exceptions to the recently adopted Development Code. Councilmember McAchrn stated the applicant's request is reasonable and in the interest of creating successful businesses. Vice Mayor Orsborn expressed concerns with deviating from code provisions for signage intended to be long-term. Mr. Boik discussed the purpose of code amendments with regard to signage and stated recent amendments took into consideration community and resident expectations. The code sets a baseline standard; the comprehensive sign plan was retained in the code so that exceptions may be made to signage that generally add quality to the community. The code is still valid and applicable, but the City has the ability to deviate from the code and allow for alternatives. Staff has recommended a compromise for this item due to the high quality and design of the sign. Councilmember Strauss stated he agreed with staff and their recommendations. Mayor Meck discussed his concern with deviating from intention of provisions set forth in the code. Mr. Bleier thanked Mayor and Council for their consideration and time and provided statements related to comprehensive sign planning and allowing for flexibility to amend signage provisions. There being no further public comment, Mayor Meck closed the public hearing at 7:14 p.m. A motion was made by Councilmember Heustis and seconded by Vice Mayor Orsborn to adopt Ordinance No. 02-15 amending the Zoning Map of the City of Buckeye, with stipulations (a-n), from the General Commerce (GC) Zoning District to General Commerce Zoning District with a Planned Area Development (GC-PAD) Overlay on approximately

*February 3, 2015 Regular Council Meeting Minutes*

32.75 acres generally located at the southeast corner of Miller Road and Interstate 10. Request by Michael Edwards of the Davis Experience on behalf of PT Corporation. 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: no comment.

Councilmember Strauss: discussed the outpouring of support and donations for homeless veterans and youth.

Councilmember Hess: stated she had a great time participating in recent City events.

Councilmember McAchran: no comment.

Councilmember Heustis: stated Planners provided an excellent presentation related to sign provisions; thanked Mr. Waters for volunteer work with All Faith Community Services.

Vice Mayor Orsborn: discussed successful Buckeye Days event recently held; encouraged staff and residents to communicate with State Representatives to express effects of legislature on the City.

Mayor Meck: thanked Mr. Waters for volunteer work with All Faith Community Services.

**10. Adjournment**

A motion was made by Vice Mayor Orsborn and seconded by Councilmember Hess to adjourn the meeting at 7:44 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 3<sup>rd</sup> day of February, 2015. I further certify that a quorum was present.

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Lucinda J. Aja, City Clerk

Expenditures

Expenditures

Expenditures

Expenditures

Expenditures

*Handwritten:* JLM  
2-12-15

Report Criteria:

Invoices with totals above \$0 included.  
Only unpaid invoices included.  
Invoice.Payment Due Date = {<=}2/12/2015  
Invoice Detail.GL Account = "0010100000"."197999999"."7060505005"

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
010-060-1845	TRAVEL AND MEALS				
181925	ROBERT DE MARO	122FY15	TRAVEL - POLICE	02/12/2015	91.00
244250	MICHAEL GIANNINI	115FY15	TRAVEL - POLICE	02/12/2015	123.00
061-050-1810	CONFERENCE AND SEMINARS				
405200	JERRY OLIVAS	LEVEL 1 WAT	CONFERENCE - WATER	02/11/2015	87.00
075-050-1965	NUCLEAR EMERG. MGMT				
317000	JUSTUS KELLER	123FY15	NUCLEAR EMERG. MGMT	02/12/2015	140.00
Grand Totals:					<u>441.00</u>

## Report Criteria:

Invoices with totals above \$0 included.

Only unpaid invoices included.

Invoice.Payment Due Date = {&lt;=} 2/11/2015

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
001-0102015	PETTY CASH - SENIOR CENTER				
420500	PETTY CASH	QTR AUCTION	QUARTER AUCTION - CSD EVENT	02/11/2015	1,000.00
001-0117560	REC CTR CLEARING ACCOUNT				
903495	SHANDIZ RASHEDI	51544	REC CTR CLEARING ACCOUNT	02/09/2015	20.00
903496	LINDSEY MYERS	51543	REC CTR CLEARING ACCOUNT	02/09/2015	20.00
010-051-1230	TELECOM SERVICES				
158675	COPPER CONFERENCING	1246432	TELECOM SERVICES - NON DEPT	01/31/2015	23.95
010-051-1430	TOWN BLD REPAIRS&MAINTENANCE				
136900	CITY ELECTRIC SUPPLY	23892	OPEN PO FOR FY 2014-15 FACILITIES: Maint	01/26/2015	18.13
136900	CITY ELECTRIC SUPPLY	23893	OPEN PO FOR FY 2014-15 FACILITIES: Maint	01/26/2015	57.55
136900	CITY ELECTRIC SUPPLY	23943	OPEN PO FOR FY 2014-15 FACILITIES: Maint	02/02/2015	405.16
136900	CITY ELECTRIC SUPPLY	23949	OPEN PO FOR FY 2014-15 FACILITIES: Maint	02/03/2015	528.58
136900	CITY ELECTRIC SUPPLY	23966	OPEN PO FOR FY 2014-15 FACILITIES: Maint	02/04/2015	84.69
342750	LOWE'S COMPANIES, INC	12515	MAINT - TOWN	01/25/2015	375.40
010-051-1625	GENERAL SUPPLIES/WATER				
493000	DS WATERS OF AMERICA, LP	974430401241	PROGRAM SUPPLIES - NON DEPT	01/24/2015	1,211.49
493000	DS WATERS OF AMERICA, LP	974430401241	PROGRAM SUPPLIES - NON DEPT	01/24/2015	1,068.02
493000	DS WATERS OF AMERICA, LP	974430401241	PROGRAM SUPPLIES - NON DEPT	01/24/2015	495.15
010-051-1752	UTILITIES-NATURAL GAS				
505000	SOUTHWEST GAS	12315	UTILITIES -TOWN/COUNTY COMPLEX	01/23/2015	753.20
010-051-1753	UTILITIES-WATER/WASTEWATER				
211375	EPCOR WATER	12715	UTILITIES - FIRE STATION 703	01/27/2015	760.45
010-051-2004	SUNDANCE CROSSINGS CONSTRUCTIO				
160625	CORE CONST. SERV. OF AZ. IN	2014036APP7	Sundance Crossings Renovation- Library Const	12/31/2014	102,308.50
010-052-1596	MISCELLANEOUS				
903493	FRIENDS OF THE BENSON LIB	J. (HAZEL) CO	MISC - COUNCIL	02/09/2015	50.00
010-060-1509	AMMUNITION				
41500	ARIZONA DEPARTMENT OF RE	13115	AMMUNITION - POLICE	01/31/2015	381.71
010-060-1510	AUTOMOTIVE EXPENSES				
2500	A & D CALVERT SHELL SVC.	13115	AUTO EXPENSE - POLICE	01/31/2015	120.00
530750	SUPREME OIL CO	527013	AUTO EXPENSES - POLICE	11/13/2014	1,110.55
530750	SUPREME OIL CO	527998	AUTO EXPENSES - POLICE	01/05/2015	1,267.56
530750	SUPREME OIL CO	528114	AUTO EXPENSES - POLICE	01/08/2015	779.30
530750	SUPREME OIL CO	528115	AUTO EXPENSES - POLICE	01/08/2015	834.41
530750	SUPREME OIL CO	528165	AUTO EXPENSES - POLICE	01/12/2015	826.48
530750	SUPREME OIL CO	528238	AUTO EXPENSES - POLICE	01/15/2015	1,047.36
530750	SUPREME OIL CO	528239	AUTO EXPENSES - POLICE	01/15/2015	607.49
530750	SUPREME OIL CO	528299	AUTO EXPENSES - POLICE	01/19/2015	968.71
530750	SUPREME OIL CO	528357	AUTO EXPENSES - POLICE	01/22/2015	670.19
530750	SUPREME OIL CO	528358	AUTO EXPENSES - POLICE	01/22/2015	724.26
530750	SUPREME OIL CO	528421	AUTO EXPENSES - POLICE	01/26/2015	1,055.04
530750	SUPREME OIL CO	528503	AUTO EXPENSES - POLICE	01/29/2015	810.61
530750	SUPREME OIL CO	528504	AUTO EXPENSES - POLICE	01/29/2015	568.11
530750	SUPREME OIL CO	528567	AUTO EXPENSES - POLICE	02/02/2015	1,233.35
010-060-1625	PROGRAM SUPPLIES/EQUIP				
41500	ARIZONA DEPARTMENT OF RE	13115	PROGRAM SUPPLIES - POLICE	01/31/2015	22.62
477500	SAM'S CLUB	12315	PROGRAM SUPPLIES - POLICE	01/23/2015	241.69
010-060-1825	DUES AND SUBSCRIPTIONS				
41500	ARIZONA DEPARTMENT OF RE	13115	DUES - POLICE	01/31/2015	4.20
010-060-1845	TRAVEL AND MEALS				
499502	DARREN SMITH	114FY15	TRAVEL - POLICE	02/11/2015	123.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
010-061-1197	OTHER CONTRACTUAL SERVICES				
342050	LOOMIS	11568546	14/15 Open PO for Armored Car Services -Mes	01/31/2015	341.72
010-062-1430	REPAIR AND REPLACE				
342750	LOWE'S COMPANIES, INC	12515	REPAIR/REPLACE - FIRE	01/25/2015	608.47
010-062-1510	AUTOMOTIVE EXPENSES				
530750	SUPREME OIL CO	527013	AUTO EXPENSES - FIRE	11/13/2014	872.56
530750	SUPREME OIL CO	528114	AUTO EXPENSES - FIRE	01/08/2015	316.90
530750	SUPREME OIL CO	528115	AUTO EXPENSES - FIRE	01/08/2015	747.97
530750	SUPREME OIL CO	528165	AUTO EXPENSES - FIRE	01/12/2015	44.62
530750	SUPREME OIL CO	528238	AUTO EXPENSES - FIRE	01/15/2015	414.08
530750	SUPREME OIL CO	528239	AUTO EXPENSES - FIRE	01/15/2015	483.80
530750	SUPREME OIL CO	528299	AUTO EXPENSES - FIRE	01/19/2015	22.64
530750	SUPREME OIL CO	528357	AUTO EXPENSES - FIRE	01/22/2015	258.37
530750	SUPREME OIL CO	528358	AUTO EXPENSES - FIRE	01/22/2015	426.25
530750	SUPREME OIL CO	528421	AUTO EXPENSES - FIRE	01/26/2015	37.42
530750	SUPREME OIL CO	528503	AUTO EXPENSES - FIRE	01/29/2015	353.31
530750	SUPREME OIL CO	528504	AUTO EXPENSES - FIRE	01/29/2015	879.80
530750	SUPREME OIL CO	528567	AUTO EXPENSES - FIRE	02/02/2015	74.28
010-062-1534	PERSONAL PROTECTIVE EQUIPMENT				
199825	ECMS	5385000	Personal PRotective Equipment Cleaning and R	02/04/2015	456.74
380750	MUNICIPAL EMERGENCY SERV	598608SNV	SCBA Masks and Repairs - Pima County Contr	01/30/2015	3,685.29
010-062-1550	FIRE SUPPLIES				
91000	BINGHAM EQ.	P87547	Saw Blades	02/04/2015	542.95
010-062-1625	PROGRAM SUPPLIES/EQUIP				
342750	LOWE'S COMPANIES, INC	12515	PROGRAM SUPPLIES - FIRE	01/25/2015	221.71
010-062-1742	SMALL TOOLS <\$5000				
91000	BINGHAM EQ.	P87547	Saw - Fire Supplies	02/04/2015	1,020.56
010-062-1750	UNIFORMS				
4765	ABSOLUTE SCREEN PRINTING	BFD20502	Fire Department Station Uniforms	01/28/2015	101.59
4765	ABSOLUTE SCREEN PRINTING	BFD20502CM	Fire Department Station Uniforms	01/30/2015	101.59
4765	ABSOLUTE SCREEN PRINTING	BFD20526	Fire Department Station Uniforms	01/29/2015	130.07
4765	ABSOLUTE SCREEN PRINTING	BFD20527	Fire Department Station Uniforms	01/29/2015	374.90
4765	ABSOLUTE SCREEN PRINTING	BFD20640	Fire Department Station Uniforms	02/04/2015	133.31
4765	ABSOLUTE SCREEN PRINTING	BFD20641	Fire Department Station Uniforms	02/04/2015	16.38
41500	ARIZONA DEPARTMENT OF RE	13115	UNIFORMS - FIRE	01/31/2015	2.14
010-062-1850	WILDLAND FIREFIGHTING PROGRAM				
91000	BINGHAM EQ.	P87547	Wildland Saw	02/04/2015	1,050.16
010-069-1627	PROGRAM SUPPLIES/EQUIP GEN REC				
477500	SAM'S CLUB	12315	PROGRAM SUPPLIES - REC - C/S	01/23/2015	49.10
010-069-1628	PROGRAM SUPPLIES/SPORTS				
41500	ARIZONA DEPARTMENT OF RE	13115	PROGRAM SUPPLIES - SPORTS - C/S	01/31/2015	630.50
010-069-1716	REC CENTER CONCESSIONS				
477500	SAM'S CLUB	12315	CONCESSIONS - REC - C/S	01/23/2015	219.45
010-070-1625	PROGRAM SUPPLIES/EQUIP				
342750	LOWE'S COMPANIES, INC	12515	PROGRAM SUPPLIES - PARKS - C/S	01/25/2015	185.56
010-072-1197	OTHER CONTRACTUAL SERVICES				
49125	ARIZONA STATE LAND DEPART	161025320000	OTHER CONTRACT SERV. - ADMIN - C/S	02/10/2015	1,054.47
010-073-1510	GAS AND OIL				
2500	A & D CALVERT SHELL SVC.	13115	AUTO EXPENSE - PROC	01/31/2015	40.08
010-074-1510	AUTOMOTIVE EXPENSES				
2500	A & D CALVERT SHELL SVC.	13115	AUTO EXPENSE - VEH MAINT	01/31/2015	4.00
119500	CALVERT OIL COMPANY	128613	AUTO EXPENSE - VEH MAINT	01/27/2015	144.28
119500	CALVERT OIL COMPANY	128619	AUTO EXPENSE - VEH MAINT	01/27/2015	144.28
010-074-1625	PROGRAM SUPPLIES/EQUIP				
508075	SOUTHWESTERN SUPPLY CO	64363	FY 14/15 OPEN PO FOR SHOP SUPPLIES	12/23/2014	217.87
508075	SOUTHWESTERN SUPPLY CO	64364	FY 14/15 OPEN PO FOR SHOP SUPPLIES	12/23/2014	68.13
508075	SOUTHWESTERN SUPPLY CO	64368	FY 14/15 OPEN PO FOR SHOP SUPPLIES	01/22/2015	204.46

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
010-078-1750	UNIFORMS				
	36850 ARAMARK UNIFORM & CAREE	4731846716	OPEN PO: FACILITIES uniform rental	01/29/2015	16.62
010-080-1510	AUTOMOTIVE EXPENSE				
	2500 A & D CALVERT SHELL SVC.	13115	AUTO EXPENSE - COMM DEV'L	01/31/2015	8.00
010-081-1810	CONFERENCE AND SEMINARS				
	235000 G.P.E.C.	3170	CONFERENCE - ECON DEV'L	02/09/2015	2,000.00
010-082-1810	CONFERENCE AND SEMINARS				
	343100 GORDON LUM	C.LEMKA	CONFERENCE - ENG	02/04/2015	80.00
010-082-1825	DUES AND SUBSCRIPTIONS				
	254376 ALFRED GONZALES	APWA 2015	DUES - ENG	02/10/2015	395.00
010-083-1116	CONTRACTUAL SERVICES				
	330450 LAYER 8, LLC	1005	Open PO for Contractual Services - Task Order	02/11/2015	2,550.00
	330450 LAYER 8, LLC	1006	Open PO for Contractual Services - Task Order	02/11/2015	2,550.00
010-083-1510	AUTOMOTIVE EXPENSES				
	2500 A & D CALVERT SHELL SVC.	13115	AUTO EXPENSE - IT	01/31/2015	4.00
010-085-1197	OTHER CONTRACTUAL SERVICES				
	464575 RICOH USA INC	C11119275	OTHER CONTR SERV - CLERKS	12/10/2014	3,878.40
030-0216600	VISION INSURANCE				
	31600 AMERITAS LIFE INSURANCE C	FEB 2015	VISION INSURANCE	02/05/2015	3,873.36
030-0216800	COLONIAL INSURANCE				
	150250 COLONIAL SUPPLEMENTAL IN	859855902121	EMPLOYEE PAID BENEFIT	02/03/2015	1,525.47
050-050-1321	BUILDING REPAIR & MAINT				
	342750 LOWE'S COMPANIES, INC	12515	REPAIR/MAINT BLDG - AIRPORT	01/25/2015	52.63
054-050-1510	AUTOMOTIVE EXPENSES				
	2500 A & D CALVERT SHELL SVC.	13115	AUTO EXPENSE - SOLID WASTE	01/31/2015	4.00
054-050-1625	PROGRAM SUPPLIES/EQUIP				
	464575 RICOH USA INC	C11120890	PROGRAM SUPPLIES - SOLID WASTE	01/12/2015	1,005.80
	493000 DS WATERS OF AMERICA, LP	974430401241	PROGRAM SUPPLIES - SOLID WASTE	01/24/2015	39.07
057-050-1430	REPAIR AND MAINTENANCE				
	91000 BINGHAM EQ.	P87592	Equipment Maintenance and Repairs	02/05/2015	96.00
	342750 LOWE'S COMPANIES, INC	12515	REPAIR/MAINT - CEMETERY	01/25/2015	479.93
	512000 SPRINKLER WORLD OF AZ INC	S3309127001	Irrigation Repair Parts for Cemetery	02/05/2015	266.28
	530750 SUPREME OIL CO	528115	AUTO EXPENSES - CEMETERY	01/08/2015	108.81
	530750 SUPREME OIL CO	528165	AUTO EXPENSES - CEMETERY	01/12/2015	4.48
	530750 SUPREME OIL CO	528358	AUTO EXPENSES - CEMETERY	01/22/2015	68.94
	530750 SUPREME OIL CO	528504	AUTO EXPENSES - CEMETERY	01/29/2015	67.92
	589825 WEST VALLEY ROCK	2K152500	MAINT/REPAIR - CEMETERY	02/04/2015	1,170.90
060-050-1401	SEWER SYSTEM REPAIR & MAINT				
	458875 REDDI SERVICES INC	1428358	REPAIR/MAINT SYSTEM - SEWER	01/22/2015	200.00
060-050-1404	SUNDANCE SEWER R&M				
	437125 PRECISION ELECTRIC CO, INC	1071915	Rebuild Reuse Pump #3 at Sundance	01/29/2015	14,191.31
	493000 DS WATERS OF AMERICA, LP	974430401241	SUNDANCE SEWER R&M	01/24/2015	76.09
060-050-1405	TARTESSO SEWER R&M				
	493000 DS WATERS OF AMERICA, LP	974430401241	TARTESSO SEWER R&M	01/24/2015	76.09
060-050-1510	AUTOMOTIVE EXPENSES				
	2500 A & D CALVERT SHELL SVC.	13115	AUTO EXPENSE - SEWER	01/31/2015	16.00
	2500 A & D CALVERT SHELL SVC.	13115	AUTO EXPENSE - SEWER	01/31/2015	190.44
060-050-1520	CHEMICALS				
	276500 HILL BROTHERS CHEMICAL CO	4402416	14/15 Open PO for chemicals - Central WWTP -	01/27/2015	1,783.70
060-050-1625	PROGRAM SUPPLIES/EQUIP				
	464575 RICOH USA INC	C11120890	PROGRAM SUPPLIES - SEWER	01/12/2015	1,508.70
	493000 DS WATERS OF AMERICA, LP	974430401241	PROGRAM SUPPLIES - SEWER	01/24/2015	293.11
060-050-1750	UNIFORMS				
	36850 ARAMARK UNIFORM & CAREE	4731849693	14/15 Open PO for Uniforms Sewer - per Agree	02/05/2015	123.37
	36850 ARAMARK UNIFORM & CAREE	4731849709	14/15 Open PO for Uniforms Sewer - per Agree	02/05/2015	49.65
	36850 ARAMARK UNIFORM & CAREE	4731849710	14/15 Open PO for Uniforms Sewer - per Agree	02/05/2015	49.70
060-050-1910	FESTIVAL RANCH O&M WRF				
	269185 HALEY & ALDRICH INC	801706	Conduct MTS and WER Study at Festival Ranc	12/19/2014	3,920.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
060-050-1950	NORTHEAST BUCKEYE WW O&M				
	27125 AMERICAN FIRE EQUIP SALES	C15648	Install (1) DSC 3G3070-UPG Board to replace e	11/30/2014	1,198.31
061-0205000	SALES TAX PAYABLE				
	41500 ARIZONA DEPARTMENT OF RE	13115	SALES TAX PAYABLE	01/31/2015	69,873.84
061-050-1350	FIRE HYDRANT MAINT/REPLACEMENT				
	119500 CALVERT OIL COMPANY	128507	FIRE HYDRANT - WATER	01/15/2015	780.29
061-050-1460	WATER METERS				
	221875 FERGUSON ENTERPRISES INC	241251	Open PO for parts and supplies for meter maint	01/26/2015	1,497.25
	388125 NATIONAL METER & AUTOMATI	S1058366001	14/15 Open po for meters - COBC#2011-133. C	02/03/2015	21,182.34
	388125 NATIONAL METER & AUTOMATI	S1058370001	14/15 Open po for meters - COBC#2011-133. C	02/01/2015	11,886.38
	388125 NATIONAL METER & AUTOMATI	S1058481001	14/15 Open po for meters - COBC#2011-133. C	02/01/2015	2,091.61
061-050-1461	WATER SYSTEM				
	221875 FERGUSON ENTERPRISES INC	240862	Open PO for parts and supplies for distribution s	01/27/2015	613.89
	342750 LOWE'S COMPANIES, INC	12515	WATER SYSTEM - WATER	01/25/2015	126.53
061-050-1510	AUTOMOTIVE EXPENSES				
	2500 A & D CALVERT SHELL SVC.	13115	AUTO EXPENSE - WATER	01/31/2015	8.00
	2500 A & D CALVERT SHELL SVC.	13115	AUTO EXPENSE - WATER	01/31/2015	21.94
061-050-1625	PROGRAM SUPPLIES/EQUIP				
	464575 RICOH USA INC	C11120890	PROGRAM SUPPLIES - WATER	01/12/2015	402.32
	493000 DS WATERS OF AMERICA, LP	974430401241	PROGRAM SUPPLIES - WATER	01/24/2015	36.87
061-050-1750	UNIFORMS				
	36850 ARAMARK UNIFORM & CAREE	4731849693	14/15 Open PO for Uniforms Water - per Agree	02/05/2015	4.37
	36850 ARAMARK UNIFORM & CAREE	4731849709	14/15 Open PO for Uniforms Water - per Agree	02/05/2015	150.61
	36850 ARAMARK UNIFORM & CAREE	4731849710	14/15 Open PO for Uniforms Water - per Agree	02/05/2015	8.97
	36850 ARAMARK UNIFORM & CAREE	4731849711	14/15 Open PO for Uniforms Water - per Agree	02/05/2015	14.34
061-050-2165	MC 85 WATER LINE EXTENSION				
	9000 ACHEN-GARDNER CONSTRUC	2011140APP2	MC85 to Turner Water Transmission Main. Cont	01/31/2015	464,850.90
070-050-1260	RIGHT OF WAY WEED CONTROL				
	274000 HELENA CHEMICAL COMPANY	1039880	OPEN PO for FY 2014-15 ROW - Chemicals for	01/23/2015	1,525.41
	274000 HELENA CHEMICAL COMPANY	1039903	OPEN PO for FY 2014-15 ROW - Chemicals for	01/29/2015	1,009.85
070-050-1510	AUTOMOTIVE EXPENSES				
	119500 CALVERT OIL COMPANY	128411	AUTO EXPENSE - STREETS.	01/06/2015	47.51
	119500 CALVERT OIL COMPANY	128467	AUTO EXPENSE - STREETS.	01/12/2015	65.25
	119500 CALVERT OIL COMPANY	128508	AUTO EXPENSE - STREETS.	01/15/2015	67.15
	119500 CALVERT OIL COMPANY	128601	AUTO EXPENSE - STREETS.	01/26/2015	16.88
	119500 CALVERT OIL COMPANY	128647	AUTO EXPENSE - STREETS.	01/29/2015	64.27
070-050-1625	PROGRAM SUPPLIES/EQUIP				
	342750 LOWE'S COMPANIES, INC	12515	PROGRAM SUPPLIES - STREETS	01/25/2015	575.53
	493000 DS WATERS OF AMERICA, LP	974430401241	PROGRAM SUPPLIES - STREETS	01/24/2015	305.43
070-050-1711	STREET LIGHTING O&M				
	342750 LOWE'S COMPANIES, INC	12515	LIGHTING O&M - STREETS	01/25/2015	200.15
070-050-1713	SIGNS & MARKINGS				
	128500 CENTERLINE SUPPLY WEST	72156	OPEN PO for FY 2014-15 Signs & Markings Su	01/29/2015	29.25
	342750 LOWE'S COMPANIES, INC	12515	SIGNS/MARKINGS - STREETS	01/25/2015	457.38
070-050-1750	UNIFORMS				
	36850 ARAMARK UNIFORM & CAREE	4731846716	OPEN PO: STREETS uniform rental	01/29/2015	108.08
070-050-1810	CONFERENCES AND SEMINARS				
	343100 GORDON LUM	P. ROBBINS	CONFERENCE - STREETS	02/11/2015	80.00
074-050-1116	CONTRACTUAL SERVICES				
	1374 ABE CORTEZ	2092015	CONTRACT SERV- AREA AGENCY	02/09/2015	175.00
074-050-1605	SPACE				
	505000 SOUTHWEST GAS	12315	SPACE - GAS - AREA AGENCY	01/23/2015	353.01
	558500 UNIFIRST CORPORATION	3151489381	OPEN PO for Aprons, Towels, Mats - Communi	02/04/2015	10.92
074-050-1625	PROGRAM SUPPLIES/OPERAT SVC				
	489000 SHAMROCK FOODS COMPANY	13518829	Open PO MILK Delivery - Community Center	01/26/2015	99.17
	489000 SHAMROCK FOODS COMPANY	13543613	Open PO MILK Delivery - Community Center	02/02/2015	95.50
	555000 U.S. FOOD INC	4071950	Senior Program Food and Non-Food items. US	01/22/2015	1,391.41
	555000 U.S. FOOD INC	4199385	Senior Program Food and Non-Food items. US	01/29/2015	1,358.09

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
074-050-1630	PROGRAM TRANSPORTATION				
	2500 A & D CALVERT SHELL SVC.	13115	PROGRAM TRANSPORT - AREA AGENCY	01/31/2015	4.00
075-050-1965	NUCLEAR EMERG. MGMT				
	232100 JOE FRAZIER	117FY15	NUCLEAR EMERG. MGMT	02/11/2015	140.00
	235750 DAN GALATZER	118FY15	NUCLEAR EMERG. MGMT	02/11/2015	359.16
	363125 MIKE MC CARTHY	119FY15	NUCLEAR EMERG. MGMT	02/11/2015	140.00
078-050-1430	SUNDANCE CROSSINGS R&M				
	342750 LOWE'S COMPANIES, INC	12515	SUNDANCE XINGS R&M	01/25/2015	103.98
100-050-2008	BUCKEYE SKYLINE REGIONAL PARK				
	348625 MAR. CO. ENVIRONMENTAL SV	SEPTIC TANK	BUCKEYE SKYLINE PARK	02/10/2015	550.00
101-050-2004	SUNDANCE CROSSINGS CONSTRUCTIO				
	160625 CORE CONST. SERV. OF AZ. IN	2014036APP7	Sundance Crossings Renovation- Library Const	12/31/2014	238,719.80
103-050-2004	SUNDANCE CROSSINGS CONSTRUCTIO				
	160625 CORE CONST. SERV. OF AZ. IN	2014036APP7	Sundance Crossing Renovation CO#1- Fire Ad	12/31/2014	71,796.67
	160625 CORE CONST. SERV. OF AZ. IN	2014036APP7	Sundance Crossing Renovation CO#1- PHASE	12/31/2014	11,458.26
121-048-4467	FLEET PROCEEDS & FEES				
	903491 BUGH HUSTEAD	TX RFD GOV	FLEET PROCEEDS & FEES	02/05/2015	49.29
	903492 JACQUES HANDFIELD	TX RFD GOVD	FLEET PROCEEDS & FEES	02/05/2015	295.27
121-050-2011	NEW VEHICLE & EQUIP PURCHASE				
	131850 CHAPMAN FORD LLC	150669F	(1) 2015 FORD F550 CREW CAB 4X4 XLT CA	02/02/2015	64,892.81
	324750 LSH LIGHTS	SI64239	EMERGENCY EQUIP/LIGHTING FOR REPLA	01/05/2015	7,304.14
	324750 LSH LIGHTS	SI64331	EMERGENCY EQUIP/LIGHTING FOR REPLA	01/16/2015	5,549.40
	324750 LSH LIGHTS	SI64356	EMERGENCY EQUIP/LIGHTING FOR REPLA	01/21/2015	7,054.30
	324750 LSH LIGHTS	SI64417	EMERGENCY EQUIP/LIGHTING FOR REPLA	01/29/2015	8,501.03
	324750 LSH LIGHTS	SI64437	EMERGENCY EQUIP/LIGHTING FOR REPLA	01/30/2015	10,602.41
	324750 LSH LIGHTS	SI64438	EMERGENCY EQUIP/LIGHTING FOR REPLA	01/30/2015	12,805.00
	324750 LSH LIGHTS	SI64451	EMERGENCY EQUIP/LIGHTING FOR REPLA	02/03/2015	12,808.26
	372250 MIDWAY CHEVROLET - ISUZU	695393	(10) 2015 CHEVY TAHOE REPLACEMENTS- (	01/02/2015	34,238.32
	372250 MIDWAY CHEVROLET - ISUZU	695396	(10) 2015 CHEVY TAHOE REPLACEMENTS- (	01/02/2015	34,238.32
	372250 MIDWAY CHEVROLET - ISUZU	695397	(10) 2015 CHEVY TAHOE REPLACEMENTS- (	01/02/2015	34,238.32
121-050-2100	SIENNE HILLS FIRE TRUCK/EQUIP				
	41500 ARIZONA DEPARTMENT OF RE	13115	SIENNE HILLS FIRE TRUCK	01/31/2015	23,393.90
162-050-2004	SUNDANCE CROSSINGS CONSTRUCTIO				
	160625 CORE CONST. SERV. OF AZ. IN	2014036APP7	Sundance Crossing Renovation CO#1- Police A	12/31/2014	7,997.04
	160625 CORE CONST. SERV. OF AZ. IN	2014036APP7	Sundance Crossing Renovation CO#1- PHASE	12/31/2014	11,458.26
	330450 LAYER 8, LLC	1007	Grounding for IT Closet - Fire Administration	02/11/2015	1,930.00
Grand Totals:					1,365,191.20

OK JW  
2-11-15

Report Criteria:

Invoices with totals above \$0 included.

Only unpaid invoices included.

Invoice.Payment Due Date = {<=}2/11/2015

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
610-050-1947	MARICOPA CO IGA-ROW/REP MAINT				
459875	REGIONAL PAVEMENT MAINT	JOC2014007A	Fall 2014 Pavement Maintenance. Delivery Ord	01/31/2015	37,276.53
610-050-2065	ROOKS ROAD INDUSTRIAL CORRIDOR				
111000	BUCKEYE WATER CONSERVAT	474	Rooks Road BWCDD Main Canal & Lateral 24.	01/30/2015	43,144.35
650-050-2069	ENTERPRISE RESOURCE PLAN				
330450	LAYER 8, LLC	1008	Provide expertise and support for the purpose o	02/11/2015	1,700.00
330450	LAYER 8, LLC	1009	Business Analyst including Departmental techn	02/11/2015	892.50
330450	LAYER 8, LLC	1010	Provide expertise and support for the purpose o	02/11/2015	2,932.50
330450	LAYER 8, LLC	1011	Business Analyst including Departmental techn	02/11/2015	892.50
330450	LAYER 8, LLC	1012	Provide expertise and support for the purpose o	02/11/2015	2,380.00
Grand Totals:					89,218.38

at 22  
2-5-15

Report Criteria:

Invoices with totals above \$0 included.

Only unpaid invoices included.

Invoice.Payment Due Date = {<=}2/05/2015

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

Manual Check

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>650-050-2069 ENTERPRISE RESOURCE PLAN</b>					
551690	TYLER TECHNOLOGIES INC	45124936	Tyler License Fee - 2014-015 Appv. by Council	12/30/2014	121,804.50
551690	TYLER TECHNOLOGIES INC	45124936	Energov License Fee	12/30/2014	73,238.50
551690	TYLER TECHNOLOGIES INC	45124936	Sales Tax for project to date	12/30/2014	18,139.00
551690	TYLER TECHNOLOGIES INC	45124937	Tyler License Fee - 2014-015 Appv. by Council	12/30/2014	243,609.00
551690	TYLER TECHNOLOGIES INC	45124937	Energov License Fee	12/30/2014	146,477.00
551690	TYLER TECHNOLOGIES INC	45124937	Sales Tax for project to date	12/30/2014	36,278.00
551690	TYLER TECHNOLOGIES INC	45124939	Operating System Database Administrative Sup	12/30/2014	29,339.00
551690	TYLER TECHNOLOGIES INC	45124939	Sales Tax for project to date	12/30/2014	2,728.53

Grand Totals:

671,613.53

WIRE payment

02.20  
2.4.15

Report Criteria:

- Invoices with totals above \$0 included.
- Only unpaid invoices included.
- Invoice.Payment Due Date = (<=) 2/04/2015
- Invoice Detail.GL Account = "0010100000"."197999999","7060505005"

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
010-044-4205	CEMETERY LEASE				
903489	GLENETTE GODWIN	SC-B43-L1-P8	CEMETERY LEASE	02/02/2015	765.00
010-050-1740	TELEPHONE				
569000	VERIZON WIRELESS SERVICES	9738326599	TELEPHONE - CM	01/04/2015	147.35
569000	VERIZON WIRELESS SERVICES	9738791158	TELEPHONE - CM	01/12/2015	196.00
010-051-1197	OTHER CONTRACTUAL SERVICES				
464575	RICOH USA INC	C11119276	Open PO on contractual services for year. Inclu	12/10/2014	9,891.10
010-051-1198	OTHER PROFESSIONAL FEES				
343514	MHN SERVICES	3200042789	OTHER PROFESSIONAL FEES	01/17/2015	893.58
010-051-1220	SOFTWARE LICENSES				
211125	ENVIRONMENTAL SYSTEMS R	92931577	ArcGIS License Agreement for 2/1/2015-1/31/2	01/29/2015	39,710.76
010-051-1232	TOWN ATTORNEY				
569000	VERIZON WIRELESS SERVICES	9738326599	TELEPHONE - ATTN	01/04/2015	29.47
010-051-1234	TOWN PROSECUTOR				
114075	BUSTAMANTE & KUFFNER PC	JAN 2015	FY 14/15 Prosecutorial Services. COBC#AD-01	01/31/2015	10,000.00
010-051-1430	TOWN BLD REPAIRS&MAINTENANCE				
101280	BROWN'S PARTSMaster INC	844964	OPEN PO FY2014-15 FACILITIES: Plumbing S	01/27/2015	55.69
456425	RAINFOREST PLUMBING & AIR	415898	OPEN PO for FY 2014-15 FACILITIES: Service	01/15/2015	54.45
575375	VORTEX INDUSTRIES, INC.	208833731	OPEN PO for FY2014-15 FACILITIES: City Faci	01/14/2015	1,700.53
010-051-1753	UTILITIES-WATER/WASTEWATER				
566000	VALENCIA WATER COMPANY	10515	UTILITIES - NON DEPT	01/05/2015	136.88
010-052-1640	PUBLIC RELATION				
233655	FRIENDS OF TRANSIT	FOT1695	PUBLIC RELATION - COUNCIL	01/28/2015	500.00
010-052-1740	TELEPHONE				
569000	VERIZON WIRELESS SERVICES	9738326599	TELEPHONE - COUNCIL	01/04/2015	353.64
569000	VERIZON WIRELESS SERVICES	9738791158	TELEPHONE - COUNCIL	01/12/2015	392.00
010-054-1197	OTHER CONTRACTUAL SERVICES				
279575	ALBERT HOLLER & ASSOCIATE	JAN 2014	OTHER CONTR SERV - FINANCE	02/02/2015	5,000.00
010-054-1740	TELEPHONE				
569000	VERIZON WIRELESS SERVICES	9738791158	TELEPHONE - FINANCE	01/12/2015	20.01
010-055-1198	OTHER PROFESSIONAL FEES				
486250	THE SEGAL COMPANY	249912	Consultant Services Contract #2013-038, Empl	01/31/2015	2,000.00
010-055-1200	PRE-EMPLOYMENT TESTING				
290260	IMS URGENT CARE	309	Open PO for Drug Screening	10/22/2014	40.00
551810	UNIVERSAL BACKGROUND SC	201412007963	Open PO for Pre-Employment Background chec	12/31/2014	489.58
551810	UNIVERSAL BACKGROUND SC	20151007963	Open PO for Pre-Employment Background chec	01/31/2015	281.26
010-055-1510	AUTOMOTIVE EXPENSES				
348750	MAR CO. EQUIPMENT SERVICE	7313	AUTO EXPENSE - HR	01/14/2015	23.24
010-055-1625	PROGRAM SUPPLIES/EQUIP				
464575	RICOH USA INC	C11119276	PROGRAM SUPPLIES - HR	12/10/2014	295.96
010-055-1740	TELEPHONE				
569000	VERIZON WIRELESS SERVICES	9738326599	TELEPHONE - HR	01/04/2015	29.47
569000	VERIZON WIRELESS SERVICES	9738791158	TELEPHONE - HR	01/12/2015	98.00
010-060-1195	INVESTIGATIONS				
464575	RICOH USA INC	C11119276	INVESTIGATIONS - POLICE	12/10/2014	111.50
010-060-1240	VEHICLE TOWING				
269240	HAMILTON'S TOWING	86803	Open PO for towing services	01/29/2015	108.00
010-060-1509	AMMUNITION				
478000	SAN DIEGO POLICE EQUIPMEN	616093	Speer Lawman RHT 9MM 100GR Frangible	01/28/2015	1,925.95
010-060-1510	AUTOMOTIVE EXPENSES				
348750	MAR CO. EQUIPMENT SERVICE	7313	AUTO EXPENSE - POLICE	01/14/2015	13,955.37
348750	MAR CO. EQUIPMENT SERVICE	7313	AUTO EXPENSE - POLICE	01/14/2015	215.27

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
010-060-1625	PROGRAM SUPPLIES/EQUIP				
	439150 PROFORCE LAW ENFORCEME	227375	TSR X26P 4 YEAR EXTENDED WARRANTY	01/26/2015	5,939.78
	464575 RICOH USA INC	C11119276	PROGRAM SUPPLIES - POLICE	12/10/2014	18.95
010-060-1740	TELEPHONE				
	569000 VERIZON WIRELESS SERVICES	9738326599	TELEPHONE - POLICE	01/04/2015	1,263.47
	569000 VERIZON WIRELESS SERVICES	9738791157	TELEPHONE - POLICE	01/12/2015	1,742.40
	569000 VERIZON WIRELESS SERVICES	9738791158	TELEPHONE - POLICE	01/12/2015	3,118.36
010-060-1749	VEST REPLACEMENT PROGRAM				
	462075 MICHAEL RHODES	VEST REIMB	VEST REPLACEMENT PROG - POLICE	01/27/2015	468.07
010-060-1810	CONFERENCE AND SEMINARS				
	66500 AZ DEPT OF TRANSPORTATIO	CY1571	SEMINARS - POLICE	02/03/2015	210.00
010-060-1825	DUES AND SUBSCRIPTIONS				
	162975 COVERT TRACK GROUP INC	10194	Annual subscription for CAU CovertTrack mappin	01/19/2015	1,200.00
	257500 GOSERCO, INC.	8421	Extended warrant/annual maintenance cost for	01/16/2015	4,069.80
010-060-1845	TRAVEL AND MEALS				
	269550 CASEY HALE	103FY15B	TRAVEL - POLICE	02/02/2015	41.00
	415375 CHRISTOPHER PAZ	104FY15B	TRAVEL - POLICE	02/02/2015	41.00
010-060-1880	RWC SUBSCRIBER FEES				
	30850 AMERICAN TOWER INC	FEB 2015	Open PO for RWC tower leases	02/01/2015	3,780.45
010-061-1197	OTHER CONTRACTUAL SERVICES				
	46750 ARIZONA LANGUAGE SPECIALI	12715	OTHER CONTR. SERV. - COURT	01/27/2015	675.00
	529900 SUPERIOR COURT OF ARIZON	AJSM2161201	OTHER CONT SVC - COURT	01/26/2015	334.40
010-061-1740	TELEPHONE				
	569000 VERIZON WIRELESS SERVICES	9738791158	TELEPHONE - COURT	01/12/2015	98.00
010-062-1197	OTHER CONTRACTUAL SERVICES				
	65750 AZ DEPT OF HEALTH SERVICE	PUB RECORS	OTHER CONTR SERV. - FIRE	02/02/2015	15.00
	139000 CITY OF PHOENIX	400771995	OTHER CONTR. SERV. - FIRE	01/06/2015	87,851.18
010-062-1510	AUTOMOTIVE EXPENSES				
	348750 MAR CO. EQUIPMENT SERVICE	7313	AUTO EXPENSE - FIRE	01/14/2015	647.60
010-062-1534	PERSONAL PROTECTIVE EQUIPMENT				
	380750 MUNICIPAL EMERGENCY SERV	593875SNV	Personal Protective Equipment - Boots. Chandl	01/16/2015	2,096.54
	380750 MUNICIPAL EMERGENCY SERV	594673SNV	Personal Protective Equipment - Boots. Chandl	01/20/2015	339.93
010-062-1595	MEDICAL SUPPLIES				
	275250 HENRY SCHEIN INC	16295523	Medical Supplies for FY 14/15 - Tempe Contrac	01/16/2015	265.99
	275250 HENRY SCHEIN INC	16372110	Medical Supplies for FY 14/15 - Tempe Contrac	01/20/2015	327.90
	275250 HENRY SCHEIN INC	16545625	Medical Supplies for FY 14/15 - Tempe Contrac	01/26/2015	327.35
010-062-1625	PROGRAM SUPPLIES/EQUIP				
	464575 RICOH USA INC	C11119276	PROGRAM SUPPLIES - FIRE	12/10/2014	5.47
010-062-1740	TELEPHONE				
	569000 VERIZON WIRELESS SERVICES	9738326599	TELEPHONE - FIRE	01/04/2015	117.88
	569000 VERIZON WIRELESS SERVICES	9738791158	TELEPHONE - FIRE	01/12/2015	672.99
010-062-1750	UNIFORMS				
	4765 ABSOLUTE SCREEN PRINTING	11018	Fire Department Station Uniforms	01/14/2015	227.33
	4765 ABSOLUTE SCREEN PRINTING	BFD20008	Fire Department Station Uniforms	01/07/2015	12.01
	4765 ABSOLUTE SCREEN PRINTING	BFD20009	Fire Department Station Uniforms	01/07/2015	51.91
	4765 ABSOLUTE SCREEN PRINTING	BFD20013	Fire Department Station Uniforms	01/07/2015	74.32
	4765 ABSOLUTE SCREEN PRINTING	BFD20014	Fire Department Station Uniforms	01/07/2015	14.15
	4765 ABSOLUTE SCREEN PRINTING	BFD20085	Fire Department Station Uniforms	01/09/2015	36.03
	4765 ABSOLUTE SCREEN PRINTING	BFD20086	Fire Department Station Uniforms	01/09/2015	49.17
	4765 ABSOLUTE SCREEN PRINTING	BFD20092	Fire Department Station Uniforms	01/09/2015	27.31
	4765 ABSOLUTE SCREEN PRINTING	BFD20101	Fire Department Station Uniforms	01/09/2015	130.07
	4765 ABSOLUTE SCREEN PRINTING	BFD20102	Fire Department Station Uniforms	01/09/2015	81.94
	4765 ABSOLUTE SCREEN PRINTING	BFD20103	Fire Department Station Uniforms	01/09/2015	26.22
	4765 ABSOLUTE SCREEN PRINTING	BFD20233	Fire Department Station Uniforms	01/15/2015	464.53
	4765 ABSOLUTE SCREEN PRINTING	BFD20248	Fire Department Station Uniforms	01/15/2015	75.42
	4765 ABSOLUTE SCREEN PRINTING	BFD20250	Fire Department Station Uniforms	01/15/2015	16.38
	4765 ABSOLUTE SCREEN PRINTING	BFD20408	Fire Department Station Uniforms	01/23/2015	20.77
	4765 ABSOLUTE SCREEN PRINTING	BFD20418	Fire Department Station Uniforms	01/23/2015	82.52

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
	4765 ABSOLUTE SCREEN PRINTING	BFD20462	Fire Department Station Uniforms	01/26/2015	54.63
	4765 ABSOLUTE SCREEN PRINTING	BFD20470	Fire Department Station Uniforms	01/27/2015	91.80
	559000 UNITED FIRE EQUIPMENT	604378	Station Uniforms and Class A Uniforms - Chand	01/20/2015	199.72
<b>010-062-1825 DUES AND SUBSCRIPTIONS</b>					
	459750 REGIONAL EMG. MED SERVICE	2015 MEMBER	DUES - FIRE	01/28/2015	500.00
<b>010-069-1510 AUTOMOTIVE EXPENSES</b>					
	348750 MAR CO. EQUIPMENT SERVICE	7313	AUTO EXPENSE - REC- C/S	01/14/2015	164.74
<b>010-069-1627 PROGRAM SUPPLIES/EQUIP GEN REC</b>					
	464575 RICOH USA INC	C11119276	PROGRAM SUPPLIES - REC - C/S	12/10/2014	99.49
<b>010-069-1740 TELEPHONE</b>					
	569000 VERIZON WIRELESS SERVICES	9738791158	TELEPHONE - RECS - C/S	01/12/2015	441.00
<b>010-070-1410 SWIMMING POOL CHEMICALS</b>					
	36800 AQUATIC ENVIRONMENTAL SY	35779	Blanket PO for "Pulsar Chemicals" Sole Source	01/09/2015	2,972.64
<b>010-070-1510 AUTOMOTIVE EXPENSES</b>					
	348750 MAR CO. EQUIPMENT SERVICE	7313	AUTO EXPENSE - PARKS- C/S	01/14/2015	1,376.31
<b>010-070-1625 PROGRAM SUPPLIES/EQUIP</b>					
	216250 EWING IRRIGATION	9196554	Pre-emergent herbicide	02/04/2015	2,108.52
<b>010-070-1740 TELEPHONE</b>					
	569000 VERIZON WIRELESS SERVICES	9738791158	TELEPHONE - PARKS - C/S	01/12/2015	60.48
<b>010-071-1510 AUTOMOTIVE EXPENSES</b>					
	348750 MAR CO. EQUIPMENT SERVICE	7313	AUTO EXPENSE - LIB- C/S	01/14/2015	211.47
<b>010-071-1515 BOOKS - LIBRARY</b>					
	80225 BAKER & TAYLOR	4011098303	Opne PO for FY 2014-15 for Library Materials -	01/12/2015	2,350.64
	80225 BAKER & TAYLOR	4011102079	Opne PO for FY 2014-15 for Library Materials -	01/16/2015	2,602.80
	80225 BAKER & TAYLOR	4011102080	Opne PO for FY 2014-15 for Library Materials -	01/16/2015	26.91
	80225 BAKER & TAYLOR	4011102361	Opne PO for FY 2014-15 for Library Materials -	01/16/2015	189.38
	80225 BAKER & TAYLOR	4011102362	Opne PO for FY 2014-15 for Library Materials -	01/16/2015	424.44
	80225 BAKER & TAYLOR	4011102363	Opne PO for FY 2014-15 for Library Materials -	01/16/2015	998.50
	80225 BAKER & TAYLOR	4011102521	Opne PO for FY 2014-15 for Library Materials -	01/14/2015	84.71
	80225 BAKER & TAYLOR	4011106140	Opne PO for FY 2014-15 for Library Materials -	01/21/2015	101.71
	80225 BAKER & TAYLOR	4011106141	Opne PO for FY 2014-15 for Library Materials -	01/21/2015	297.71
	80225 BAKER & TAYLOR	4011106142	Opne PO for FY 2014-15 for Library Materials -	01/21/2015	384.07
	80225 BAKER & TAYLOR	4011106143	Opne PO for FY 2014-15 for Library Materials -	01/21/2015	972.10
	80225 BAKER & TAYLOR	4011106144	Opne PO for FY 2014-15 for Library Materials -	01/21/2015	126.38
	80225 BAKER & TAYLOR	4011106420	Opne PO for FY 2014-15 for Library Materials -	01/20/2015	9.62
	80225 BAKER & TAYLOR	4011106421	Opne PO for FY 2014-15 for Library Materials -	01/20/2015	680.76
	80225 BAKER & TAYLOR	4011109132	Opne PO for FY 2014-15 for Library Materials -	01/23/2015	48.76
	80225 BAKER & TAYLOR	4011109133	Opne PO for FY 2014-15 for Library Materials -	01/23/2015	28.72
	80225 BAKER & TAYLOR	4011109134	Opne PO for FY 2014-15 for Library Materials -	01/23/2015	41.40
	80225 BAKER & TAYLOR	4011109135	Opne PO for FY 2014-15 for Library Materials -	01/23/2015	1,447.13
	80225 BAKER & TAYLOR	4011109249	Opne PO for FY 2014-15 for Library Materials -	01/22/2015	539.68
	80225 BAKER & TAYLOR	4011109250	Opne PO for FY 2014-15 for Library Materials -	01/22/2015	615.06
	80225 BAKER & TAYLOR	4011112185	Opne PO for FY 2014-15 for Library Materials -	01/22/2015	96.43
<b>010-071-1625 PROGRAM SUPPLIES/EQUIP</b>					
	464575 RICOH USA INC	C11119276	PROGRAM SUPPLIES - LIB - C/S	12/10/2014	23.18
<b>010-071-1740 TELEPHONE</b>					
	569000 VERIZON WIRELESS SERVICES	9738326599	TELEPHONE - LIB - C/S	01/04/2015	58.94
	569000 VERIZON WIRELESS SERVICES	9738791158	TELEPHONE - LIB - C/S	01/12/2015	265.16
<b>010-071-2003 BOOKS SUNDANCE CROSSINGS</b>					
	80225 BAKER & TAYLOR	2029925926	Opening Day Collection Approved by City Coun	12/05/2014	1,185.67
	80225 BAKER & TAYLOR	2029925939	Opening Day Collection Approved by City Coun	01/02/2015	1,295.82
	80225 BAKER & TAYLOR	2029926009	Opening Day Collection Approved by City Coun	01/05/2015	1,252.55
	80225 BAKER & TAYLOR	2029926017	Opening Day Collection Approved by City Coun	01/05/2015	1,227.65
	80225 BAKER & TAYLOR	2029927091	Opening Day Collection Approved by City Coun	01/06/2015	1,161.57
	80225 BAKER & TAYLOR	2029956374	Opening Day Collection Approved by City Coun	01/02/2015	1,121.14
	80225 BAKER & TAYLOR	2029956375	Opening Day Collection Approved by City Coun	01/12/2015	1,220.42
	80225 BAKER & TAYLOR	2029956376	Opening Day Collection Approved by City Coun	01/09/2015	1,203.57
	80225 BAKER & TAYLOR	2029956377	Opening Day Collection Approved by City Coun	01/14/2015	1,551.09

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
80225	BAKER & TAYLOR	2029956378	Opening Day Collection Approved by City Coun	01/14/2015	1,157.44
80225	BAKER & TAYLOR	2029999067	Opening Day Collection Approved by City Coun	01/08/2015	1,052.60
80225	BAKER & TAYLOR	2029999068	Opening Day Collection Approved by City Coun	01/06/2015	1,107.25
80225	BAKER & TAYLOR	2029999069	Opening Day Collection Approved by City Coun	01/02/2015	1,097.99
80225	BAKER & TAYLOR	2029999072	Opening Day Collection Approved by City Coun	01/06/2015	1,092.61
80225	BAKER & TAYLOR	2029999075	Opening Day Collection Approved by City Coun	01/02/2015	1,081.97
80225	BAKER & TAYLOR	2029999076	Opening Day Collection Approved by City Coun	01/05/2015	1,113.02
80225	BAKER & TAYLOR	2029999083	Opening Day Collection Approved by City Coun	01/05/2015	1,733.94
80225	BAKER & TAYLOR	2029999084	Opening Day Collection Approved by City Coun	01/06/2015	1,795.49
80225	BAKER & TAYLOR	2029999085	Opening Day Collection Approved by City Coun	01/16/2015	1,563.49
80225	BAKER & TAYLOR	2030001255	Opening Day Collection Approved by City Coun	01/05/2015	856.19
80225	BAKER & TAYLOR	2030001670	Opening Day Collection Approved by City Coun	01/08/2015	77.17
80225	BAKER & TAYLOR	2030001694	Opening Day Collection Approved by City Coun	01/05/2015	659.05
80225	BAKER & TAYLOR	2030001696	Opening Day Collection Approved by City Coun	01/16/2015	708.96
80225	BAKER & TAYLOR	2030001777	Opening Day Collection Approved by City Coun	01/14/2015	512.43
80225	BAKER & TAYLOR	2030009256	Opening Day Collection Approved by City Coun	01/08/2015	772.74
80225	BAKER & TAYLOR	2030027070	Opening Day Collection Approved by City Coun	01/05/2015	2,385.99
80225	BAKER & TAYLOR	2030027149	Opening Day Collection Approved by City Coun	01/13/2015	984.65
80225	BAKER & TAYLOR	2030027154	Opening Day Collection Approved by City Coun	01/13/2015	1,019.80
80225	BAKER & TAYLOR	2030027156	Opening Day Collection Approved by City Coun	01/16/2015	992.56
80225	BAKER & TAYLOR	2030027157	Opening Day Collection Approved by City Coun	01/02/2015	571.52
80225	BAKER & TAYLOR	2030027289	Opening Day Collection Approved by City Coun	01/05/2015	1,592.48
80225	BAKER & TAYLOR	2030027305	Opening Day Collection Approved by City Coun	01/08/2015	1,644.46
80225	BAKER & TAYLOR	2030027396	Opening Day Collection Approved by City Coun	01/14/2015	1,467.16
80225	BAKER & TAYLOR	2030027397	Opening Day Collection Approved by City Coun	01/16/2015	1,429.54
80225	BAKER & TAYLOR	2030027417	Opening Day Collection Approved by City Coun	01/09/2015	759.75
80225	BAKER & TAYLOR	2030027419	Opening Day Collection Approved by City Coun	01/16/2015	808.75
80225	BAKER & TAYLOR	2030027420	Opening Day Collection Approved by City Coun	01/12/2015	725.61
80225	BAKER & TAYLOR	2030027430	Opening Day Collection Approved by City Coun	01/15/2015	1,354.18
80225	BAKER & TAYLOR	2030027441	Opening Day Collection Approved by City Coun	12/18/2014	1,500.14
80225	BAKER & TAYLOR	2030027443	Opening Day Collection Approved by City Coun	01/08/2015	1,632.64
80225	BAKER & TAYLOR	2030029829	Opening Day Collection Approved by City Coun	01/16/2015	889.33
80225	BAKER & TAYLOR	2030029841	Opening Day Collection Approved by City Coun	01/12/2015	663.20
80225	BAKER & TAYLOR	2030029847	Opening Day Collection Approved by City Coun	01/05/2015	416.10
80225	BAKER & TAYLOR	2030029931	Opening Day Collection Approved by City Coun	01/09/2015	1,322.83
80225	BAKER & TAYLOR	2030030012	Opening Day Collection Approved by City Coun	01/16/2015	430.56
80225	BAKER & TAYLOR	2030031242	Opening Day Collection Approved by City Coun	01/20/2015	1,266.72
80225	BAKER & TAYLOR	2030052043	Opening Day Collection Approved by City Coun	01/02/2015	1,489.30
80225	BAKER & TAYLOR	2030052046	Opening Day Collection Approved by City Coun	01/02/2015	1,411.73
80225	BAKER & TAYLOR	2030052056	Opening Day Collection Approved by City Coun	01/02/2015	1,979.09
80225	BAKER & TAYLOR	2030052062	Opening Day Collection Approved by City Coun	01/02/2015	1,982.13
80225	BAKER & TAYLOR	2030052063	Opening Day Collection Approved by City Coun	01/05/2015	2,052.43
80225	BAKER & TAYLOR	2030070250	Opening Day Collection Approved by City Coun	01/09/2015	1,012.97
80225	BAKER & TAYLOR	2030070251	Opening Day Collection Approved by City Coun	01/05/2015	714.44
80225	BAKER & TAYLOR	2030070252	Opening Day Collection Approved by City Coun	01/13/2015	1,113.80
80225	BAKER & TAYLOR	2030070253	Opening Day Collection Approved by City Coun	01/08/2015	1,107.05
80225	BAKER & TAYLOR	2030093481	Opening Day Collection Approved by City Coun	01/02/2015	1,387.53
80225	BAKER & TAYLOR	2030093482	Opening Day Collection Approved by City Coun	01/05/2015	1,417.51
80225	BAKER & TAYLOR	2030100799	Opening Day Collection Approved by City Coun	01/16/2015	425.43
80225	BAKER & TAYLOR	203010080	Opening Day Collection Approved by City Coun	01/05/2015	325.14
80225	BAKER & TAYLOR	2030100802	Opening Day Collection Approved by City Coun	01/05/2015	1,345.78
80225	BAKER & TAYLOR	2030110075	Opening Day Collection Approved by City Coun	01/16/2015	259.53
80225	BAKER & TAYLOR	2030110076	Opening Day Collection Approved by City Coun	01/02/2015	64.28
80225	BAKER & TAYLOR	2030110077	Opening Day Collection Approved by City Coun	01/09/2015	409.89
80225	BAKER & TAYLOR	2030110078	Opening Day Collection Approved by City Coun	01/16/2015	127.07
80225	BAKER & TAYLOR	2030110080	Opening Day Collection Approved by City Coun	01/09/2015	168.90
80225	BAKER & TAYLOR	2030110082	Opening Day Collection Approved by City Coun	01/05/2015	88.02
80225	BAKER & TAYLOR	2030110083	Opening Day Collection Approved by City Coun	01/06/2015	416.29

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
80225	BAKER & TAYLOR	2030112798	Opening Day Collection Approved by City Coun	01/16/2015	2,064.34
80225	BAKER & TAYLOR	2030113494	Opening Day Collection Approved by City Coun	01/16/2015	55.35
80225	BAKER & TAYLOR	2030116658	Opening Day Collection Approved by City Coun	01/12/2015	164.66
80225	BAKER & TAYLOR	2030122667	Opening Day Collection Approved by City Coun	01/19/2015	219.78
80225	BAKER & TAYLOR	2030127605	Opening Day Collection Approved by City Coun	01/07/2015	533.88
80225	BAKER & TAYLOR	2030141229	Opening Day Collection Approved by City Coun	01/15/2015	125.06
80225	BAKER & TAYLOR	2030141231	Opening Day Collection Approved by City Coun	01/02/2015	302.22
80225	BAKER & TAYLOR	2030141232	Opening Day Collection Approved by City Coun	01/14/2015	254.35
80225	BAKER & TAYLOR	2030141233	Opening Day Collection Approved by City Coun	01/06/2015	159.00
80225	BAKER & TAYLOR	2030141234	Opening Day Collection Approved by City Coun	01/02/2015	138.45
80225	BAKER & TAYLOR	2030141235	Opening Day Collection Approved by City Coun	01/12/2015	317.86
80225	BAKER & TAYLOR	2030141236	Opening Day Collection Approved by City Coun	01/13/2015	210.76
80225	BAKER & TAYLOR	2030141238	Opening Day Collection Approved by City Coun	01/02/2015	138.29
80225	BAKER & TAYLOR	2030141239	Opening Day Collection Approved by City Coun	01/05/2015	234.17
80225	BAKER & TAYLOR	2030141240	Opening Day Collection Approved by City Coun	01/16/2015	37.30
80225	BAKER & TAYLOR	2030141241	Opening Day Collection Approved by City Coun	12/29/2014	72.58
80225	BAKER & TAYLOR	2030141243	Opening Day Collection Approved by City Coun	01/07/2015	98.22
80225	BAKER & TAYLOR	2030141244	Opening Day Collection Approved by City Coun	01/02/2015	343.34
80225	BAKER & TAYLOR	2030143514	Opening Day Collection Approved by City Coun	01/02/2015	240.52
80225	BAKER & TAYLOR	2030144747	Opening Day Collection Approved by City Coun	01/02/2015	27.63
80225	BAKER & TAYLOR	2030150183	Opening Day Collection Approved by City Coun	01/09/2015	714.96
80225	BAKER & TAYLOR	2030161936	Opening Day Collection Approved by City Coun	01/05/2015	265.95
80225	BAKER & TAYLOR	2030174171	Opening Day Collection Approved by City Coun	01/13/2015	364.18
80225	BAKER & TAYLOR	2030174172	Opening Day Collection Approved by City Coun	01/15/2015	168.37
80225	BAKER & TAYLOR	2030178625	Opening Day Collection Approved by City Coun	01/12/2015	70.58
80225	BAKER & TAYLOR	2030180761	Opening Day Collection Approved by City Coun	01/15/2015	49.51
80225	BAKER & TAYLOR	2030180764	Opening Day Collection Approved by City Coun	01/16/2015	201.96
80225	BAKER & TAYLOR	2030183067	Opening Day Collection Approved by City Coun	01/15/2015	29.36
80225	BAKER & TAYLOR	2030183186	Opening Day Collection Approved by City Coun	01/14/2015	774.39
80225	BAKER & TAYLOR	2030190711	Opening Day Collection Approved by City Coun	01/15/2015	22.74
80225	BAKER & TAYLOR	2030204606	Opening Day Collection Approved by City Coun	01/19/2015	325.46
80225	BAKER & TAYLOR	2030208846	Opening Day Collection Approved by City Coun	01/15/2015	250.96
80225	BAKER & TAYLOR	2030208919	Opening Day Collection Approved by City Coun	01/15/2015	30.69
80225	BAKER & TAYLOR	2030211045	Opening Day Collection Approved by City Coun	01/16/2015	209.11
80225	BAKER & TAYLOR	2030211911	Opening Day Collection Approved by City Coun	01/16/2015	220.02
80225	BAKER & TAYLOR	2030211912	Opening Day Collection Approved by City Coun	01/20/2015	254.57
80225	BAKER & TAYLOR	2030211913	Opening Day Collection Approved by City Coun	01/19/2015	206.48
80225	BAKER & TAYLOR	2030211915	Opening Day Collection Approved by City Coun	01/19/2015	301.92
80225	BAKER & TAYLOR	2030211916	Opening Day Collection Approved by City Coun	01/20/2015	61.89
80225	BAKER & TAYLOR	2030211918	Opening Day Collection Approved by City Coun	01/19/2015	117.75
80225	BAKER & TAYLOR	2030212313	Opening Day Collection Approved by City Coun	01/20/2015	61.04
80225	BAKER & TAYLOR	2030215947	Opening Day Collection Approved by City Coun	01/19/2015	19.43
80225	BAKER & TAYLOR	2030217310	Opening Day Collection Approved by City Coun	01/21/2015	297.88
80225	BAKER & TAYLOR	2030234069	Opening Day Collection Approved by City Coun	01/23/2015	118.89
80225	BAKER & TAYLOR	2030236279	Opening Day Collection Approved by City Coun	01/23/2015	22.47
80225	BAKER & TAYLOR	2030241291	Opening Day Collection Approved by City Coun	01/23/2015	27.84
80225	BAKER & TAYLOR	M55078560	Opening Day Collection Approved by City Coun	01/14/2015	11,428.04
80225	BAKER & TAYLOR	M55176180	Opening Day Collection Approved by City Coun	01/13/2015	2,951.15
80225	BAKER & TAYLOR	M55176630	Opening Day Collection Approved by City Coun	01/09/2015	3,854.74
80225	BAKER & TAYLOR	M56177930	Opening Day Collection Approved by City Coun	01/02/2015	212.63
80225	BAKER & TAYLOR	M58009720	Opening Day Collection Approved by City Coun	01/02/2015	82.43
80225	BAKER & TAYLOR	M61779300	Opening Day Collection Approved by City Coun	01/12/2015	225.24
294500	INGRAM BOOK COMPANY	83305824	Open PO for Books Library	01/21/2015	291.02
294500	INGRAM BOOK COMPANY	83328908	Open PO for Books Library	01/21/2015	421.47
010-072-1510 AUTOMOTIVE EXPENSE					
348750	MAR CO. EQUIPMENT SERVICE	7313	AUTO EXPENSE - ADMIN - C/S	01/14/2015	75.99
010-072-1625 PROGRAM SUPPLIES/EQUIP					
464575	RICOH USA INC	C11119276	PROGRAM SUPPLIES - ADMIN - C/S	12/10/2014	9.56

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
010-072-1740	TELEPHONE				
569000	VERIZON WIRELESS SERVICES	9738791158	TELEPHONE - ADMIN - C/S	01/12/2015	49.00
010-073-1510	GAS AND OIL				
348750	MAR CO. EQUIPMENT SERVICE	7313	AUTO EXPENSE - PROCUREMENT	01/14/2015	33.38
010-073-1740	TELEPHONE				
569000	VERIZON WIRELESS SERVICES	9738791158	TELEPHONE - PROCUREMENT	01/12/2015	98.00
010-074-1510	AUTOMOTIVE EXPENSES				
348750	MAR CO. EQUIPMENT SERVICE	7313	AUTO EXPENSE - VEH MAINT	01/14/2015	106.48
010-074-1625	PROGRAM SUPPLIES/EQUIP				
383500	NAPA AUTO PARTS	12915	FY 14/15 OPEN PO FOR VEH/EQUIP PARTS/	01/29/2015	615.06
407200	O'REILLY AUTO PARTS	12815	FY 14/15 OPEN PO FOR VEH/EQUIP PART/S	01/28/2015	1,721.73
010-074-1740	TELEPHONE				
569000	VERIZON WIRELESS SERVICES	9738791158	TELEPHONE - VEH MAINT	01/12/2015	89.32
010-078-1510	AUTOMOTIVE EXPENSES				
348750	MAR CO. EQUIPMENT SERVICE	7313	AUTO EXPENSE - PUB WKS	01/14/2015	416.70
010-078-1625	PROGRAM SUPPLIES/EQUIP				
464575	RICOH USA INC	C11119276	PROGRAM SUPPLIES - PUB WKS	12/10/2014	43.17
010-078-1740	TELEPHONE				
569000	VERIZON WIRELESS SERVICES	9738791158	TELEPHONE - PUB WKS	01/12/2015	167.16
010-078-1750	UNIFORMS				
36850	ARAMARK UNIFORM & CAREE	4731843750	OPEN PO: FACILITIES uniform rental	01/22/2015	16.62
010-079-1740	TELEPHONE				
569000	VERIZON WIRELESS SERVICES	9738791158	TELEPHONE - MARKETING	01/12/2015	49.00
010-080-1197	OTHER CONTRACTUAL SERVICES				
101125	BROWN & ASSOCIATES	27462	FY14/15 Residential & Commercial On-Site Buil	01/23/2015	5,145.00
010-080-1510	AUTOMOTIVE EXPENSE				
348750	MAR CO. EQUIPMENT SERVICE	7313	AUTO EXPENSE - COMM DEV'L	01/14/2015	927.06
348750	MAR CO. EQUIPMENT SERVICE	7313	AUTO EXPENSE - COMM DEV'L	01/14/2015	666.12
010-080-1740	TELEPHONE				
569000	VERIZON WIRELESS SERVICES	9738326599	TELEPHONE - COMM DEV'L	01/04/2015	117.88
569000	VERIZON WIRELESS SERVICES	9738791158	TELEPHONE - COMM DEV'L	01/12/2015	412.16
010-081-1625	GENERAL SUPPLIES				
464575	RICOH USA INC	C11119276	PROGRAM SUPPLIES - ECON DEV'L	12/10/2014	.86
010-081-1740	TELEPHONE				
569000	VERIZON WIRELESS SERVICES	9738791158	TELEPHONE - ECON DEV'L	01/12/2015	49.00
010-082-1216	3% CONSTRUCTION EXPENSE				
115065	C.A.ENERGY DESIGNS	11	Electrical Design Plan Review Services	12/31/2014	75.00
010-082-1625	PROGRAM SUPPLIES/EQUIP				
531050	SURVEYORS SOURCE LLC	163	Equipment Rental, and Equipment purchase	12/10/2014	2,400.00
531050	SURVEYORS SOURCE LLC	181	Equipment Rental, and Equipment purchase	12/23/2014	2,279.55
531050	SURVEYORS SOURCE LLC	184	Equipment Rental, and Equipment purchase	12/29/2014	1,130.01
010-082-1740	TELEPHONE				
569000	VERIZON WIRELESS SERVICES	9738326599	TELEPHONE - ENG	01/04/2015	117.88
569000	VERIZON WIRELESS SERVICES	9738791158	TELEPHONE - ENG	01/12/2015	265.16
010-083-1116	CONTRACTUAL SERVICES				
330450	LAYER 8, LLC	1002	Open PO for Contractual Services - Task Order	01/27/2015	2,550.00
330450	LAYER 8, LLC	1003	Open PO for Contractual Services - Task Order	01/27/2015	2,550.00
010-083-1510	AUTOMOTIVE EXPENSES				
348750	MAR CO. EQUIPMENT SERVICE	7313	AUTO EXPENSE - IT	01/14/2015	190.21
010-083-1625	PROGRAM SUPPLIES/EQUIP				
464575	RICOH USA INC	C11119276	PROGRAM SUPPLIES - IT	12/10/2014	77.31
010-083-1740	TELEPHONE				
569000	VERIZON WIRELESS SERVICES	9738326599	TELEPHONE - IT	01/04/2015	176.82
569000	VERIZON WIRELESS SERVICES	9738791158	TELEPHONE - IT	01/12/2015	353.00
010-085-1197	OTHER CONTRACTUAL SERVICES				
464575	RICOH USA INC	C11119276	OTHER CONTR SERV - CLERK	12/10/2014	10.29
010-085-1510	AUTOMOTIVE EXPENSES				
348750	MAR CO. EQUIPMENT SERVICE	7313	AUTO EXPENSE - CLERK	01/14/2015	22.89

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
010-085-1625	PROGRAM SUPPLIES				
	464575 RICOH USA INC	C11119276	PROGRAM SUPPLIES - CLERK	12/10/2014	56.49
010-085-1740	TELEPHONE				
	569000 VERIZON WIRELESS SERVICES	9738326599	TELEPHONE - CLERK	01/04/2015	88.41
	569000 VERIZON WIRELESS SERVICES	9738791158	TELEPHONE - CLERK	01/12/2015	49.00
010-204-4407	UTILITY PERMIT FEES				
	903490 SOLAR CITY	ELE1400346 R	UTILITY PERMIT FEES	01/15/2015	145.00
030-0213000	HEALTH INSURANCE				
	136676 CHLIC	1776264	HEALTH INSURANCE	01/16/2015	415,832.12
030-0216000	DENTAL INSURANCE				
	370500 METLIFE	27787320	DENTAL INSURANCE	01/15/2015	23,287.34
030-0216100	SHORT TERM DISABILITY				
	526700 SUN LIFE FINANCIAL	FEB 2015	SHORT TERM DISABILITY	02/02/2015	2,560.91
030-0216150	VOLUNTARY LIFE				
	526700 SUN LIFE FINANCIAL	FEB 2015	VOLUNTARY LIFE	02/02/2015	3,508.50
030-0216160	VOLUNTARY AD&D				
	526700 SUN LIFE FINANCIAL	FEB 2015	VOLUNTARY AD&D	02/02/2015	1,223.85
030-0216200	AD&D LIFE				
	526700 SUN LIFE FINANCIAL	FEB 2015	AD&D LIFE	02/02/2015	2,996.96
030-0216600	VISION INSURANCE				
	31600 AMERITAS LIFE INSURANCE C	JAN 2015	VISION INSURANCE	02/02/2015	3,873.36
030-0216700	AFLAC				
	15675 AFLAC	578136	EMPLOYEE PAID BENEFIT	01/15/2015	7,862.96
035-050-1197	OTHER CONTRACTUAL SERVICES				
	325325 LABOR SYSTEMS	9911516	Open PO for Property & Evidence contractor	01/23/2015	756.24
035-050-1607	MCAO ASSET FORFEITURE FLEET PR				
	346500 MAR. CO. ATTNY. FORFEITURE	21714	COST OF ADJUDICATIONS	02/02/2015	4,588.80
10-050-1197	OTHER CONTRACTUAL SERVICES				
	295000 INNES ASSOC, LTD THE	12915	OTHER CONTR. SERV.	01/29/2015	20.00
043-050-2157	NORTHERN SIDEWALK DES/ENG				
	77750 AZTEC	12120505	Task Order #5 FE7/21/14- Northern Addition C	01/15/2015	20,860.74
045-050-1001	WAGES ALLOC FROM GF				
	325325 LABOR SYSTEMS	9911518	Open PO for 3511 Hearing Officer	01/23/2015	700.65
045-050-1533	ENFORCEMENT PROG SUPPLIES				
	868850 VERICOM COMPUTERS INC	20224	VC4000DAQ braking test computer	01/27/2015	4,015.00
050-050-1510	AUTOMOTIVE EXPENSES				
	348750 MAR CO. EQUIPMENT SERVICE	7313	AUTO EXPENSE - AIRPORT	01/14/2015	190.37
050-050-1740	TELEPHONE				
	569000 VERIZON WIRELESS SERVICES	9738326599	TELEPHONE - AIRPORT	01/04/2015	58.94
	569000 VERIZON WIRELESS SERVICES	9738791158	TELEPHONE - AIRPORT	01/12/2015	49.00
051-050-1311	R.S.A.T. GRADING				
	115600 C & S ENGINEERS INC	148964	RSA Grading Improvements Project- Design. Ta	11/04/2014	700.00
054-050-1197	OTHER CONTRACTUAL SERVICES				
	513925 STANDARD PRINTING COMPAN	241566	14/15 Open PO for automated printing and billin	01/16/2015	128.79
054-050-1510	AUTOMOTIVE EXPENSES				
	348750 MAR CO. EQUIPMENT SERVICE	7313	AUTO EXPENSE - SOLID WASTE	01/14/2015	85.10
054-050-1740	TELEPHONE				
	569000 VERIZON WIRELESS SERVICES	9738326599	TELEPHONE - SOLID WASTE	01/04/2015	29.47
	569000 VERIZON WIRELESS SERVICES	9738791158	TELEPHONE - SOLID WASTE	01/12/2015	98.00
057-050-1430	REPAIR AND MAINTENANCE				
	348750 MAR CO. EQUIPMENT SERVICE	7313	AUTO EXPENSE - CEMETERY	01/14/2015	10.56
	569000 VERIZON WIRELESS SERVICES	9738791158	TELEPHONE - CEMETERY	01/12/2015	49.00
060-050-1197	OTHER CONTRACTUAL SERVICES				
	513925 STANDARD PRINTING COMPAN	241566	14/15 Open PO for automated printing and billin	01/16/2015	257.56
060-050-1400	SEWER PLANT REPAIRS & MAINT				
	35600 AQUA-AEROBIC SYSTEMS INC	1001554	20 Replacement filter pads required as normal	01/21/2015	5,773.30
	433325 POLYDYNE INC	942591	14/15 FY Open PO for chemicals -Central WWT	01/27/2015	1,116.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>060-050-1404 SUNDANCE SEWER R&amp;M</b>					
433325	POLYDYNE INC	942591	14/15 FY Open PO for chemicals - Sundance W	01/27/2015	1,116.00
470530	ROTTWEILER CONTROLS LLC	1004	Computer installation and programming. Upgrad	12/16/2014	320.34
470530	ROTTWEILER CONTROLS LLC	1005	Computer installation and programming. Upgrad	12/17/2014	631.91
470530	ROTTWEILER CONTROLS LLC	1006	Computer installation and programming. Upgrad	12/18/2014	631.91
470530	ROTTWEILER CONTROLS LLC	1007	Computer installation and programming. Upgrad	12/22/2014	631.64
470530	ROTTWEILER CONTROLS LLC	1008	Computer installation and programming. Upgrad	12/23/2014	312.99
470530	ROTTWEILER CONTROLS LLC	1009	Computer installation and programming. Upgrad	12/24/2014	480.00
470530	ROTTWEILER CONTROLS LLC	1010	Computer installation and programming. Upgrad	12/26/2014	240.00
470530	ROTTWEILER CONTROLS LLC	1011	Computer installation and programming. Upgrad	12/29/2014	511.64
470530	ROTTWEILER CONTROLS LLC	1012	Computer installation and programming. Upgrad	12/30/2014	631.64
482325	SCOTT'S AZ ELECTRIC MOTOR	1083	Rebuild of failed centrifuge main drive motor at	01/22/2015	1,592.97
569000	VERIZON WIRELESS SERVICES	9738326599	TELEPHONE - SUNDANCE SEWER	01/04/2015	29.47
<b>060-050-1510 AUTOMOTIVE EXPENSES</b>					
348750	MAR CO. EQUIPMENT SERVICE	7313	AUTO EXPENSE - SEWER	01/14/2015	2,507.55
407200	O'REILLY AUTO PARTS	12815	FY 14/15 OPEN PO FOR VEH/EQUIP PART/S	01/28/2015	16.90
<b>060-050-1520 CHEMICALS</b>					
276500	HILL BROTHERS CHEMICAL CO	4402009	14/15 Open PO for chemicals - Central WWTP -	01/14/2015	2,807.14
<b>060-050-1740 TELEPHONE</b>					
569000	VERIZON WIRELESS SERVICES	9738326599	TELEPHONE - SEWER	01/04/2015	117.88
569000	VERIZON WIRELESS SERVICES	9738791158	TELEPHONE - SEWER	01/12/2015	299.42
<b>060-050-1750 UNIFORMS</b>					
36850	ARAMARK UNIFORM & CAREE	4731846701	14/15 Open PO for Uniforms Sewer - per Agree	01/29/2015	159.04
36850	ARAMARK UNIFORM & CAREE	4731846718	14/15 Open PO for Uniforms Sewer - per Agree	01/29/2015	16.62
36850	ARAMARK UNIFORM & CAREE	4731846719	14/15 Open PO for Uniforms Sewer - per Agree	01/29/2015	49.70
<b>060-050-1910 FESTIVAL RANCH O&amp;M WRF</b>					
36750	AQUATIC CONSULTING & TEST	143015	MTS & WER Studies at Festival Ranch. Per quo	12/10/2014	4,500.00
36750	AQUATIC CONSULTING & TEST	143015	14/15 FY Open PO for Quartely Wet Testing for	12/10/2014	2,325.00
65500	AZ DEPT OF ENVIRON. QUALIT	B2039205-198	FESTIVAL RANCH O&M WRF	01/20/2015	2,653.50
<b>060-050-1945 PERMIT FEES</b>					
65500	AZ DEPT OF ENVIRON. QUALIT	B2040568-198	PERMIT FEES - SEWER	01/20/2015	1,738.50
<b>061-050-1197 OTHER CONTRACTUAL SERVICES</b>					
325325	LABOR SYSTEMS	9911480	OTHER CONTR SERV. - WATER	01/16/2015	1,697.76
513925	STANDARD PRINTING COMPAN	241566	14/15 Open PO for automated printing and billin	01/16/2015	257.56
<b>061-050-1350 FIRE HYDRANT MAINT/REPLACEMENT</b>					
383500	NAPA AUTO PARTS	313535	FIRE HYDRANT	01/15/2015	41.11
<b>061-050-1461 WATER SYSTEM</b>					
221875	FERGUSON ENTERPRISES INC	239880	Open PO for parts and supplies for distribution s	01/16/2015	693.52
<b>061-050-1462 WELLS &amp; BOOSTERS O&amp;M</b>					
357375	MARIPOSA LANDSCAPE ARIZO	11188	Landscaping for Hopeville WTP	12/31/2014	995.00
<b>061-050-1510 AUTOMOTIVE EXPENSES</b>					
348750	MAR CO. EQUIPMENT SERVICE	7313	AUTO EXPENSE - WATER	01/14/2015	4,429.95
383500	NAPA AUTO PARTS	12915	FY 14/15 OPEN PO FOR VEH/EQUIP PARTS/	01/29/2015	117.78
407200	O'REILLY AUTO PARTS	12815	FY 14/15 OPEN PO FOR VEH/EQUIP PART/S	01/28/2015	214.66
<b>061-050-1625 PROGRAM SUPPLIES/EQUIP</b>					
464575	RICOH USA INC	C11119276	PROGRAM SUPPLIES - WATER	12/10/2014	14.05
<b>061-050-1740 TELEPHONE</b>					
569000	VERIZON WIRELESS SERVICES	9738326599	TELEPHONE - WATER	01/04/2015	206.29
569000	VERIZON WIRELESS SERVICES	9738791158	TELEPHONE - WATER	01/12/2015	1,141.00
<b>061-050-1750 UNIFORMS</b>					
36850	ARAMARK UNIFORM & CAREE	4731846701	14/15 Open PO for Uniforms Water - per Agree	01/29/2015	4.37
36850	ARAMARK UNIFORM & CAREE	4731846718	14/15 Open PO for Uniforms Water - per Agree	01/29/2015	144.64
36850	ARAMARK UNIFORM & CAREE	4731846719	14/15 Open PO for Uniforms Water - per Agree	01/29/2015	8.97
36850	ARAMARK UNIFORM & CAREE	4731846720	14/15 Open PO for Uniforms Water - per Agree	01/29/2015	14.34
<b>061-050-1810 CONFERENCE AND SEMINARS</b>					
373885	MATT MISSMAN	GRD 1 DISTRI	CONFERENCE - WATER	01/26/2015	87.00
<b>070-050-1407 SWEEPER PARTS/REPAIR/MAINT</b>					
383500	NAPA AUTO PARTS	12915	FY 14/15 OPEN PO FOR VEH/EQUIP PARTS/	01/29/2015	319.21

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
070-050-1510 AUTOMOTIVE EXPENSES					
348750	MAR CO. EQUIPMENT SERVICE	7313	AUTO EXPENSE - STREETS	01/14/2015	5,819.93
383500	NAPA AUTO PARTS	12915	FY 14/15 OPEN PO FOR VEH/EQUIP PARTS/	01/29/2015	451.15
407200	O'REILLY AUTO PARTS	12815	FY 14/15 OPEN PO FOR VEH/EQUIP PART/S	01/28/2015	209.91
070-050-1712 TRAFFIC SIGNAL REPAIR/MAINTENA					
101275	BROWN WHOLESALE ELECTRI	955524	OPEN PO for FY 2014-15 STREET LIGHTING:	09/04/2014	470.02
070-050-1740 TELEPHONE					
569000	VERIZON WIRELESS SERVICES	9738791158	TELEPHONE - STREETS	01/12/2015	538.72
070-050-1750 UNIFORMS					
36850	ARAMARK UNIFORM & CAREE	4731843750	OPEN PO: STREETS uniform rental	01/22/2015	108.08
071-050-2134 DESIGN TS YUMA RD AND 221ST AV					
467080	ROADWAY ELECTRIC LLC	2014032 FINA	Design Services: Yuma/221st Ave Traffic Signal	01/19/2015	14,900.30
071-050-2136 DESIGN TS YUMA RD AND DEAN RD					
467080	ROADWAY ELECTRIC LLC	2014032 FINA	Design Services: Yuma/Dean Traffic Signal. CO	01/19/2015	22,350.45
071-050-2138 DESIGN TS YUMA RD AND 237 AVE					
467080	ROADWAY ELECTRIC LLC	2014032 FINA	Design Services: Yuma/237th Ave Traffic Signal	01/19/2015	14,900.30
073-050-1527 COPS- BVP GRANT					
33375	KELLY ANGEL	VEST REIMB	COPS BVP GRANT	02/03/2015	499.96
52000	CHARLES ARLAK	VEST REIMB	COPS - BVP GRANT	02/03/2015	466.45
568100	HECTOR VARGAS	VEST REIMB	COPS' BVP GRANT	02/03/2015	488.07
074-050-1625 PROGRAM SUPPLIES/OPERAT SVC					
464575	RICOH USA INC	C11119276	PROGRAM SUPPLIES - AREA AGENCY	12/10/2014	45.37
569000	VERIZON WIRELESS SERVICES	9738791158	TELEPHONE - AREA AGENCY	01/12/2015	20.16
074-050-1630 PROGRAM TRANSPORTATION					
348750	MAR CO. EQUIPMENT SERVICE	7313	AUTO EXPENSE - AREA AGENCY	01/14/2015	1,012.60
074-050-1854 LTAF II (2012 AAA)					
348750	MAR CO. EQUIPMENT SERVICE	7313	LTAF II (2012 AAA FUND)	01/14/2015	189.56
569000	VERIZON WIRELESS SERVICES	9738791158	LTAF II ( 2012 AAA FUND)	01/12/2015	20.16
078-050-1430 SUNDANCE CROSSINGS R&M					
456425	RAINFOREST PLUMBING & AIR	415896	OPEN PO FY 2014 - 15 HVAC repair and maint	01/14/2015	98.00
100-050-2008 BUCKEYE SKYLINE REGIONAL PARK					
49125	ARIZONA STATE LAND DEPART	ROW WATSO	BUCKEYE SKYLINE REGIONAL PARK	01/27/2015	165,476.00
107-050-1930 LEASE PAYMENT					
407828	OSHKOSH CAPITAL	85251000 1/15	LEASE PAYMENT	01/27/2015	79,933.38
121-050-2100 SIENNE HILLS FIRE TRUCK/EQUIP					
86051	BEAVER STRIPES AND MOLDIN	126357	Decals for new Fire Truck	10/28/2014	1,771.58
122-050-1113 CONTRSVC - REVITALIZATION					
568725	VERDEXCHANGE ARIZONA LLC	2025	CONTR SVC - REVITALIZATION	02/02/2015	2,500.00
125-050-1558 GENERAL LIABILITY CLAIMS					
70500	AZ MUNICIPAL RISK RETENTIO	13007315	GEN LIABILITY CLAIMS	01/25/2015	250.00
70500	AZ MUNICIPAL RISK RETENTIO	13014396	GEN LIABILITY CLAIMS	01/19/2015	12,113.11
70500	AZ MUNICIPAL RISK RETENTIO	13014623	GEN LIABILITY CLAIMS	01/19/2015	175.00
125-050-1559 GENERAL MEDICAL EXPENSES					
154500	CONCENTRA MEDICAL CENTE	158019640	GENERAL MEDICAL EXPENSES	01/08/2015	41.00
154500	CONCENTRA MEDICAL CENTE	158083301	GENERAL MEDICAL EXPENSES	01/14/2015	41.00
221075	FASTMED URGENT CARE	2257513	GENERAL MED EXPENSES	01/15/2015	170.00
403550	OCCUPATIONAL HEALTH CENT	14016205 12/	GENERAL MEDICAL EXPENSES	12/28/2014	62.50
403550	OCCUPATIONAL HEALTH CENT	14016205 12/1	GENERAL MEDICAL EXPENSES	12/27/2014	250.15
125-050-1698 BLDG SAFETY/OSHA COMPLIANCE					
27125	AMERICAN FIRE EQUIP SALES	M8450	BLDG SAFETY/OSHA COMPLIANCE	01/19/2015	420.00
526100	SUN DEVIL FIRE EQUIPMENT I	295083	Annual Inspection & Maintenance of City-Wide	11/13/2014	111.14
526100	SUN DEVIL FIRE EQUIPMENT I	295281	Annual Inspection & Maintenance of City-Wide	11/14/2014	11.80
125-050-1791 WORKER'S COMP CLAIMS					
70500	AZ MUNICIPAL RISK RETENTIO	14016543	WORKER'S COMP CLAIM	01/26/2015	2,059.53
70500	AZ MUNICIPAL RISK RETENTIO	14016794	WORKER'S COMP CLAIM	12/28/2014	435.41
70500	AZ MUNICIPAL RISK RETENTIO	14016913	WORKER'S COMP CLAIM	01/20/2015	388.68
125-050-1940 LOSSES UNDER \$5000					
509250	SPEEDY GLASS	8779	LOSSES UNDER \$5000	01/14/2015	175.79

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
509250	SPEEDY GLASS	8805	LOSSES UNDER \$5000	01/14/2015	175.79
509250	SPEEDY GLASS	9209	LOSSES UNDER \$5000	01/22/2015	181.21
Grand Totals:					<u>1,216,345.64</u>

0-4-15

Report Criteria:

Invoices with totals above \$0 included.

Only unpaid invoices included.

Invoice.Payment Due Date = {<=} 2/04/2015

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
650-050-2004	SUNDANCE CROSSING IT INFRA				
	341250 LOGICALIS, INC	20826	25 XProtect Enterprise Camera Licenses for Su	01/26/2015	5,336.28
672-050-2058	FIRE STATION CONSTRUCTION				
	418425 PERLMAN ARCHITECTS OF AZ	3969	Design Services for Multiple Firehouses - COB	01/20/2015	1,390.00
Grand Totals:					<u>6,726.28</u>

02.04  
2.4.15

Report Criteria:

Invoices with totals above \$0 included.  
Only unpaid invoices included.  
Invoice.Payment Due Date = {<=} 2/04/2015

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
010-072-1978	POSTAGE AND FREIGHT				
553500	U. S. POSTAGE	PERMIT #104	POSTAGE - BULK MAILING -C/S	02/04/2015	3,760.07
107-050-2106	FESTIVAL FIRE STATION 704				
160625	CORE CONST. SERV. OF AZ. IN	14100242	Design Phase Services for Festival Fire House	02/03/2015	15,300.00
Grand Totals:					<u>19,060.07</u>

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**CITY OF BUCKEYE  
COUNCIL ACTION REPORT**

MEETING DATE:	<u>March 3, 2015</u>	AGENDA ITEM:	<u>X 5A</u>
DATE PREPARED:	<u>February 11, 2015</u>	DISTRICT NO.:	<u>ALL</u>
STAFF LIAISON:	<u>Larry Hall, Police Chief</u>	DIRECTOR APPROVAL:	<u>LH</u>
DEPARTMENT:	<u>Police Department</u>	FINANCE APPROVAL	<u>LP</u>
ACTION TITLE:	<u>Approve Resolution No. 13-15 ratifying the submission of a grant application and acceptance of grant funding from GOHS for FFY 2015 to purchase a DUI enforcement vehicle.</u>		

Will not be added w/o both approvals

WORKSHOP     SPECIAL     CONSENT     NON-CONSENT     TABLED     PUBLIC HEARING

**RECOMMENDATIONS:**

Council to approve Resolution No. 13-15 ratifying the submission of the grant application to the Governor's Office of Highway Safety for FFY 2015 funding to purchase a DUI enforcement vehicle, authorizing the acceptance of the resulting grant award and the execution of all grant documents.

**RELEVANT COUNCIL GOAL:**

GOAL #1: Public Safety and Health

**SUMMARY**

**PROJECT DESCRIPTION:**

The Police Department submitted a grant application to the Arizona Governor's Office of Highway Safety for FFY 2015 grant funding. The request is for funding to support continued DUI enforcement efforts and aggressive driving enforcement efforts. The Police Department's request for DUI enforcement funding will support the Department's participation in DUI enforcement programs and task forces in the West Valley. In 2009, the Police Department purchased an unmarked Ford Mustang using GOHS grant funding. This Mustang has been successfully used in enforcing State statutes related to aggressive driving. The Police Department is seeking to expand its aggressive driving enforcement capability by adding a Ford F-150 to its fleet. The total amount that was requested by the Police Department for the vehicle is \$48,440.44.

**BENEFITS:**

DUI Enforcement: The Police Department has been actively engaged in DUI enforcement programs, which have helped to reduce the number of DUI-related incidents on our streets. Continued enforcement is anticipated to further reduce alcohol-related traffic injuries and fatalities caused by impaired drivers.

Aggressive Driving Enforcement: Adding a Ford F-150 to the Police Department fleet will aid aggressive driving enforcement efforts as this vehicle will be capable of traveling down unpaved, uneven roads located in the rural parts of the City not accessible by the current vehicle.

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

The Police Department's Grant Programs Administrator ensured the grant application was submitted as required and will track the status of the application. If funds are awarded, collaborative efforts will be initiated with Finance to ensure the grant award is managed effectively and efficiently. Additionally, the Grant Programs Administrator will ensure the objectives identified in the application are being achieved as required by the funding agency.

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

Proposal for Aggressive Driving Enforcement Vehicle (F-150 Pickup Truck)  
Resolution No. 13-15

**FINANCIAL NARRATIVE:**

Funding of the grant awarded by the Arizona Governor's Office of Highway Safety is through reimbursable grants. The anticipated grant award is \$48,440.44. Ongoing operations and maintenance of the vehicle and related equipment will be the responsibility of the Police Department as grant funds cannot be used to support these types of costs. The estimated annual maintenance costs for this vehicle is \$2,500.

**CURRENT FISCAL YEAR TOTAL COST (as reflected in motion)** \$48,440.44

BUDGETED     UNBUDGETED FISCAL YEAR BUDGET (check one)    F/Y 2014-2015

FUND / DEPARTMENT (GL#) 073-050-2030

**RESOLUTION NO. 13-15**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, RATIFYING THE SUBMISSION OF A GRANT REQUEST TO THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY RELATING TO DUI ENFORCEMENT VEHICLE FUNDING, AUTHORIZING THE ACCEPTANCE OF THE GRANT AWARD AND AUTHORIZING THE CITY MANAGER AND POLICE DEPARTMENT CHIEF TO EXECUTE AND DELIVER THE GRANT AGREEMENT ON BEHALF OF THE CITY.**

**WHEREAS**, the City of Buckeye (the "City"), acting by and through its Police Department has submitted a grant request to the State of Arizona, Governor's Office of Highway Safety ("GOHS") for grant funding to purchase a fully equipped unmarked DUI vehicle; and

**WHEREAS**, GOHS has awarded the City a grant in the amount of \$48,440.44 for the purchase of a fully equipped unmarked DUI vehicle (the "Grant"); and

**WHEREAS**, the Mayor and City Council of the City of Buckeye, Arizona, desire to accept the Grant funds.

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

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

Section 2. The Mayor and City Council hereby (i) ratify submission of the grant application to GOHS for funding to purchase a fully equipped unmarked DUI vehicle, (ii) authorize the acceptance of the Grant in the amount not to exceed \$48,440.44 and (iii) authorize the execution of the grant agreement between GOHS and the City related to the acceptance and administration of the Grant funds in the form on file with the City Clerk.

Section 3. The Mayor, the City Manager, the Police Department Chief, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit any and all documents and any other necessary or desirable instruments connected with the Grant 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 3rd day of March, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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



JANICE K. BREWER  
GOVERNOR

ALBERTO GUTIER  
DIRECTOR  
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Larry Hall  
Buckeye Police Department  
100 N. Apache Road, Ste.A  
Buckeye, Arizona 85326

**PROJECT REFERENCE:**

Contract Number: 2015A-405d-043  
Total Estimated Costs: \$48,440.44  
Purpose of Project: DUI/Impaired Driving  
Enforcement Vehicle – One (1) Fully-Equipped  
Unmarked DUI Vehicle

Dear Chief Hall:

Enclosed are two (2) copies of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Please review the entire contract as there have been significant changes throughout the contract;
2. Have your fiscal staff complete the Reimbursement Instructions (page 24) of both copies;
3. As Project Director, sign and date the signature page of both copies;
4. Obtain the signature of Stephen Cleveland, City Manager, City of Buckeye, as the Authorized Official of Governmental Unit, on the signature page of both copies;
5. Return all signed copies of the contract to Governor's Office of Highway Safety, 3030 North Central Avenue, Suite 1550, Phoenix, Arizona, 85012.

Please do not incur any costs at this time as it would nullify the contract. Once the signed copies are received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director  
Governor's Highway Safety Representative

1-27-15

Date

Enclosures  
AG: msc

HIGHWAY SAFETY CONTRACT

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

CFDA: 20.600 and 20.616

1.	<b>APPLICANT AGENCY</b> Buckeye Police Department (BPD)	<b>GOHS CONTRACT NUMBER:</b> 2015A-405d-043 (402)
	<b>ADDRESS</b> 100 N. Apache Road, Ste. D, Buckeye, Arizona 85326	<b>PROGRAM AREA:</b> 405 (402)
2.	<b>GOVERNMENTAL UNIT</b> City of Buckeye	<b>AGENCY CONTACT:</b> LaMar Brown
	<b>ADDRESS</b> 530 E. Monroe Ave, Buckeye, Arizona 85326	<b>3. PROJECT TITLE:</b>  DUI/Impaired Driving Enforcement Vehicle – One (1) Fully-Equipped Unmarked DUI Vehicle
4.	<b>GUIDELINES:</b> 405d – DUI/Impaired Driving 402–Police Traffic (PT)	

5. **BRIEFLY STATE PURPOSE OF PROJECT:**  
Federal 405 funds will support Capital Outlay: One (1) Fully-Equipped Unmarked DUI Vehicle to enhance DUI/Impaired Driving Enforcement throughout the City of Buckeye. The total amount of funding for this contract will include 75% GOHS 405d funds and 25% GOHS 402 funds to support and/or enhance DUI/Impaired Driving enforcement activities.

6.	BUDGET COST CATEGORY	Project Period FFY 2015
I.	Personnel Services	\$0.00
II.	Employee Related Expenses	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$48,440.44
	<b>TOTAL ESTIMATED COSTS</b>	<b>\$48,440.44</b>

**PROJECT PERIOD** FROM: Effective Date (*Date of GOHS Director Signature*) TO: 09-30-2015

**CURRENT GRANT PERIOD** FROM: 10-01-2014 TO: 09-30-2015

**TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$48,440.44**

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

**PROBLEM IDENTIFICATION AND RESOLUTION:****Agency Background:**

The City of Buckeye was founded in 1888 and incorporated eight decades ago as a 440-acre town and the City of Buckeye has surged into the 21st century with a planning area that is nearly 600 square miles. Also, the City of Buckeye is a growing rural community located 37 miles west of downtown Phoenix, Arizona. There are currently 25 master planned communities, 19,905 single-family dwellings, 11 public elementary schools, two public middle schools, and four public high schools located in the City of Buckeye. Also, population figures are beginning to reflect anticipated further growth. The 2000 Census had the City of Buckeye's population at 6,537. The population is expected to continue to increase substantially over the next several decades.

The City of Buckeye spans nearly 600 square miles and is bordered by the cities of Goodyear, Surprise, Tonopah, Gila Bend and Wickenburg. The Municipal Planning Area spans approximately 591.97 square miles. The City of Buckeye has a large land mass and many of its residents travel into the Phoenix Metropolitan area daily. Currently, there are approximately 925 miles of roadway within the City of Buckeye's jurisdiction. There are five (5) major roadways that travel through Buckeye: old US Highway 80, Sun Valley Parkway, Interstate 10, State Route 85, and Maricopa County 85. State Route 85 and Interstate 10 pass through Buckeye and link the Phoenix metropolitan area with California. The Sun Valley Parkway is a major north/south route connecting Buckeye with Gila Bend to the south and the City of Surprise to the north. Traffic flows from these arterial roads have had an impact on the streets in the City of Buckeye. Finally, as the population in the West Valley continues to grow, the traffic flow is also increasing.

**Agency Problem:**

The Buckeye Police Department letter request is applying for grant funding to purchase/procure Capital Outlay: One (1) Fully-Equipped Unmarked DUI Vehicle. The Buckeye Police Department will utilize the Fully-Equipped Unmarked DUI Vehicle for DUI enforcement throughout the City of Buckeye. The Buckeye Police Department will continue to implement enforcement that stems from impaired driving; and will continue its contribution to the DUI Task Force, which promotes roadway safety throughout the City of Buckeye. Furthermore, the Buckeye Police Department will continue public awareness associated with the dangers of impaired drivers; while providing training and updates on traffic laws to Buckeye Police Officers.

**Agency Attempts to Solve Problem:**

The Buckeye Police Department continues to implement educational awareness that stems from impaired driving; which promotes roadway safety throughout the City of Buckeye. The Buckeye Police Department has been hosting multiple HGN/SFST schools, citizen academies and a variety of alcohol and drug impairment classes to local schools and industries, in an attempt to combat and deter impaired driving. The Buckeye Police Department continues to educate people about the hazards of driving while impaired. A Buckeye Police Department motor officer is sent to make presentations in schools to educate students on traffic laws and the many risks associated with driving under the influence. With the support that the Buckeye Police Department has received from GOHS over the last several years, Buckeye Police Department Officers have been able to deter many intoxicated persons from driving. This has been done through a program that gives patrol officers the opportunity to contact potentially impaired persons prior to them having a chance to get behind the wheel of their car and drive. Education is provided to each person contacted and the program has proven to be successful and very well received.

Furthermore, the Buckeye Police Department continues to work cooperatively with regional partners in the DUI Task Force as a means to address the current DUI/Impaired Driving issues. The Buckeye Police Department is an active participant in the West Valley DUI Task Force. Additionally, the Buckeye Police Department has also hosted several DUI task forces throughout the year. Efforts are continuing in the area of DUI enforcement by officers assigned on shift. The Buckeye Police Department will continue to concentrate all efforts on selective traffic enforcement, specifically related to DUI, impaired driving, seat belt, and child restraint violations.

**Agency Funding:**

Federal 405 funds will support Capital Outlay: One (1) Fully-Equipped Unmarked DUI Vehicle to enhance DUI/Impaired Driving Enforcement throughout the City of Buckeye. The total amount of funding for this contract will include 75% GOHS 405d funds and 25% GOHS 402 funds to support and/or enhance DUI/Impaired Driving enforcement activities.

**How Agency Will Solve Problem With Funding:**

The Buckeye Police Department will utilize grant funding to purchase the Capital Outlay: One (1) Fully-Equipped Unmarked DUI Vehicle; and the Capital Outlay must be purchased no later than the 3<sup>rd</sup> quarter of FFY2015 grant cycle. The Buckeye Police Department will utilize the Fully-Equipped Unmarked DUI Vehicle for DUI/Impaired Driving enforcement throughout the City of Buckeye. Also, the Buckeye Police Department will continue to monitor the DUI enforcement program; and will continually report necessary DUI/Impaired Driving statistical data to ensure accurate comparisons of DUI arrests, citations, and warnings that are issued. The Buckeye Police Department will continue to increase the public's awareness associated with the dangers of drinking and driving; and continue to provide training and updates on DUI laws to Buckeye Police Officers.

GOALS/OBJECTIVES:

Federal 405 funds will support Capital Outlay: One (1) Fully-Equipped Unmarked DUI Vehicle to enhance DUI/Impaired Driving Enforcement throughout the City of Buckeye. The total amount of funding for this contract will include 75% GOHS 405d funds and 25% GOHS 402 funds to support and/or enhance DUI/Impaired Driving enforcement activities.

Expenditures of funding pertaining to Impaired Driving Enforcement including Capital Equipment shall comply with the Impaired Driving Program Goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program Goal is to reduce the incidence of alcohol and drug related driving, fatalities and injuries through enforcement, education and public awareness throughout the State of Arizona. Law Enforcement personnel participating in Impaired Driving Enforcement/DUI activities including DUI Task Force details under this program shall be HGN/SFST certified.

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

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

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

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

METHOD OF PROCEDURE:

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

Capital Outlay – To purchase/procure the following Capital Outlay for DUI/Impaired Driving Enforcement Activities: One (1) Fully-Equipped Unmarked DUI Vehicle

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed contract. A copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

**BAC TESTING AND REPORTING REQUIREMENTS:**

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

**Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported.** Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

**PURSUIT POLICY:**

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

**EQUIPMENT:****One (1) Fully-Equipped Unmarked DUI Vehicle**

Agencies receiving funding for Capital Outlay (major equipment) such as DUI Processing Vans, marked and unmarked enforcement sedans and marked enforcement motorcycles shall schedule a press conference that includes the Director of the Governor's Office of Highway Safety. The purpose of this press conference will be to present the equipment to the community.

The Buckeye Police Department shall immediately notify GOHS if any equipment purchased under this contract ceases to be used in the manner described in this contract. In such event, the Buckeye Police Department further agrees to dispose of this equipment using the Buckeye Police Department's, city, town or county ordinance, code or rule regarding disposal of equipment.

In the absence of an ordinance, code or rule regarding the disposal of the property, the Buckeye Police Department can refer to that of the state. The Buckeye Police Department shall maintain or cause to be maintained for its useful life, any equipment purchased under this contract. The Buckeye Police Department shall incorporate any equipment purchased under this Contract into its inventory records. The Buckeye Police Department shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

**Administrative and Maintenance Costs:**

The Buckeye Police Department shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the [One (1) Fully-Equipped Unmarked DUI Vehicle].

**Decals:**

The Governor's Office of Highway Safety shall provide the Buckeye Police Department with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

**Equipment Purchase:**

The equipment purchased under this contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If the Agency cannot meet this requirement, the Agency must submit a letter of explanation signed by the Project Director on the Agency's letterhead via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period.

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

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

**Original Purpose of Equipment:**

Pursuant to 23 CFR §1200.21, all equipment purchased under this contract is to be used for the original purpose intended under this contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes and neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The Governor's Office of Highway Safety may reserve the right to transfer title to equipment acquired under this the Section 402 / 405 program to the Federal Government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR §18.32.c.1 states that equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

**Insurance:**

It is agreed that the Buckeye Police Department shall adequately insure all capital equipment purchased under this contract for repair or replacement.

**SPECIFIC REQUIREMENTS:****SPEED DETECTION EQUIPMENT –****Requirements for Speed Detection Devices:**

The Buckeye Police Department will be responsible for providing all personnel the appropriate training for using the speed detection devices purchased under this contract implementing a National Highway Traffic Safety Administration (NHTSA) approved training course.

The Buckeye Police Department will maintain written documentation (copy of the training certificates) which will be available for review by GOHS.

**VIDEO EQUIPMENT –****Requirements for In-Car Video Systems:**

The Buckeye Police Department will be responsible for providing all personnel the appropriate training for using the In-Car Video System purchased under this contract.

The Buckeye Police Department will maintain written documentation (copy of the training certificates) which will be available upon request for review by GOHS.

The Buckeye Police Department will maintain a written policy covering training and usage regarding the In-Car Video System which will be available upon request for review by GOHS.

**Requirements for Personal Video Recorders:**

The Buckeye Police Department will be responsible for providing all personnel the appropriate training for using the Personal Video Recorder System purchased under this contract implementing an agency approved training course.

The Buckeye Police Department will maintain a written policy covering training and usage regarding Personal Video Recorders which will be available upon request for review by GOHS.

**BREATH TESTING DEVICES –****Requirements for Portable Breath Test Devices (PBTs):**

The Buckeye Police Department will be responsible for providing all personnel the appropriate training for using the Portable Breath Test Devices (PBTs) purchased under this contract.

PBTs will be calibrated per the specifications outlined by the respective manufacturer. Written documentation will be maintained by the agency and will be available upon request for review by GOHS.

**Requirements for Intoxilyzers (Evidentiary Breath Testing Instruments):**

The successful vendor must certify that the devices purchased are on the National Highway Traffic Safety Administration (NHTSA) Conforming Products List and must meet, or exceed, NHTSA model specifications. In addition, the devices must be certified and approved by the Arizona Department of Public Safety per Arizona Administrative Code R9-14-403.

The Buckeye Police Department will be responsible for providing all personnel the appropriate training for using the Intoxilyzers purchased under this contract implementing a NHTSA approved training course.

The Buckeye Police Department will maintain written documentation (copy of the training certificates) which will be available upon request for review by GOHS.

Intoxilyzers will be operated, calibrated under the standard quality assurance procedures per the appropriate outlined procedures listed in the Arizona Administrative Code.

**POLICE PACKAGE VEHICLES:****Requirements for Police Package Vehicle (Marked and Unmarked):**

Equipment included with the vehicle, at a minimum is emergency equipment (lights and siren), police radio system, and may include speed detection device and in-car video system. The make, model, and color of this vehicle may or may not be that which is associated with traditional enforcement vehicles.

**Requirements for Police Package Motorcycle:**

Equipment included with the motorcycle, at a minimum, is emergency equipment (lights and siren), and may include police radio system, helmet with microphone and speed detection device.

**PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-****Requirements for Professional and Outside Services:**

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

**Requirements for Public Information and Education Materials:**

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

**Requirements for Paid Media:**

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

**EQUIPMENT –****Requirements for Equipment:**

The Buckeye Police Department shall include a high quality color photograph of all equipment purchased under this contract. The Buckeye Police Department shall complete the attached Capital Outlay Equipment form for all individual equipment purchases of \$5,000.00 or more. The form is to be attached and submitted with the next quarterly report subsequent to the delivery of the equipment.

**METHOD OF PROCUREMENT:**

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

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

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

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

**State Contract:**

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

**PROJECT EVALUATION:**

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

**Quarterly Report**

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

- **Original signatures on all Quarterly Reports and RCIs**
  - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

**Report Schedule**

<b>Reporting Period</b>	<b>Due Date</b>
<b>1<sup>st</sup> Quarterly Report (October 1 to December 31, 2014)</b>	<b>January 15, 2015</b>
<b>2<sup>nd</sup> Quarterly Report (January 1 to March 31, 2015)</b>	<b>April 15, 2015</b>
<b>3<sup>rd</sup> Quarterly Report (April 1 to June 30, 2015)</b>	<b>July 15, 2015</b>
<b>4<sup>th</sup> Quarterly Report (July 1 to September 30, 2015)</b>	<b>October 30, 2015</b>
<b>Final Statement of Accomplishment</b>	<b>October 30, 2015</b>

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

**NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM; IN ADDITION TO SUBMITTING THE "QUARTERLY ENFORCEMENT REPORT".**

**Final Statement of Accomplishment**

The Project Director shall submit a Final Statement of Accomplishment Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30<sup>th</sup>)**. All agencies receiving funding are required to submit a Final Statement of Accomplishment Report.

**Note:** Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

**PROFESSIONAL AND TECHNICAL PERSONNEL:**

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

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

Michelle S. Cota, Governor's Office of Highway Safety, shall serve as Project Coordinator.

**REPORT OF COSTS INCURRED (RCI):**

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30<sup>th</sup>). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

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

**PROJECT MONITORING:**

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

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

Project monitoring also serves as a management tool for:

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

**Types of Monitoring**

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

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

<b>Monitoring Schedule</b>	
<b>Total Awarded Amount:</b>	<b>Type of Monitoring:</b>
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000.00 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

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

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

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

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

**Documentation**

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

**PROJECT PERIOD:**

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

**DURATION:**

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

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

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

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

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	<b>Capital Outlay:</b>	<b>\$48,440.44</b>
	<b>One (1) Fully-Equipped Unmarked DUI Vehicle</b>	
	DUI Vehicle \$33,378.80	
	Emergency Equipment and Police Hardware \$10,018.75	
	Digital Alley Dash Camera Equipment \$4,820.00	
	Vehicle Lettering \$222.89	

**TOTAL ESTIMATED COSTS           \*\$48,440.44**

\*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Buckeye Police Department shall absorb any and all expenditures in excess of \$48,440.44.

TABLE REPRESENTS HOW THIS CONTRACT WILL BE FUNDED BY AGENCY / PROGRAM

AGENCY	CFDA	CONTRIBUTION % AMOUNT	TOTAL AMOUNT REQUESTED
<b>Buckeye Police Department</b>		<b>Total Amount Requested</b>	<b>\$48,440.44</b>
<b>PROGRAM SOURCE</b>			
GOHS Contribution (405d)	20.616	75%	\$36,330.33
GOHS Contribution (402)	20.600	25%	\$12,110.11
<b>TOTAL FUNDED</b>		<b>100%</b>	<b>\$48,440.44</b>

**QUARTERLY ENFORCEMENT REPORT**  
**(Submitted to GOHS)**

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**Reporting Period**

<b>DESCRIPTION</b>	<b>CONTRACT ACTIVITY</b>	<b>AGENCY ACTIVITY</b>
<b>TOTAL DUI ARRESTS</b>		
<b>TOTAL MISDEMEANOR DUI ARRESTS</b>		
<b>TOTAL EXTREME DUI .15 ARRESTS</b>		
<b>TOTAL AGGRAVATED DUI ARRESTS</b>		
<b>TOTAL DUI DRUG ARRESTS</b>		
<b>TOTAL DRE EVALUATIONS</b>		
<b>SOBER DESIGNATED DRIVERS CONTACTED</b>		
<b>UNDERAGE ALCOHOL VIOLATIONS - TITLE 4</b>		
<b>UNDERAGE DUI ARRESTS</b>		
<b>UNDERAGE DUI-DRUG ARRESTS</b>		
<b>TOTAL AGENCY CITATIONS</b>		
<b>SPEED CITATIONS</b>		
<b>RED LIGHT RUNNING CITATIONS</b>		
<b>SEAT BELT CITATIONS</b>		
<b>CHILD SAFETY SEAT CITATIONS</b>		

Arizona Governor's Office of Highway Safety  
Capital Outlay (Equipment) Record  
Equipment \$5,000.00 or more

Contract Number: 2015A-405d-043  
Reporting Agency: Buckeye Police Department

Equipment Description	Make/Model	Serial Number	Date Ordered	Date Received	Cost Per Unit
One (1) Fully-Equipped Unmarked DUI Vehicle					

Note: Photographs of all Capital Outlay (Equipment) must be submitted with form

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

**I. Project Monitoring, Reports, and Inspections**

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

**II. Reimbursement of Eligible Expenses**

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

**III. Property Agreement**

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

**IV. Travel**

In-State and Out-of-State Travel

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

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

**V. Standard of Performance**

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

**VI. Hold Harmless Agreement**

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

**VII. Non-Assignment and Sub-Contracts**

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

**VIII. Work Products and Title to Commodities and Equipment**

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

**IX. Copyrights and Patents**

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

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

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

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

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

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

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

## **XI. Equal Opportunity**

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
  2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

## **XII. Executive Order 2009-09**

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

**XIII. Application of Hatch Act**

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

**XIV. Minority Business Enterprises (MBE) Policy and Obligation**

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

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

**XV. Arbitration Clause, ARS §12-1518**

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

**XVI. Inspection and Audit, ARS §35-214**

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

**XVII. Appropriation of Funds by U.S. Congress**

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

**XVIII. Continuation of Highway Safety Program**

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

**XIX. E-Verify**

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

**XX. Termination and Abandonment**

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

**XXI. Cancellation Statute**

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

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

**Certificate of Compliance**

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

**Certification of Non-Duplication of Grant Funds Expenditure**

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

**Single Audit Act**

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

**Buy America Act**

In accordance with the Buy America Act (49 U.S.C. 5323(j)):  
Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

REIMBURSEMENT INSTRUCTIONS

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

3. ***REIMBURSEMENT INFORMATION:***

**Warrant/Check to be made payable to:**

\_\_\_\_\_

Warrant/Check to be mailed to:

\_\_\_\_\_  
(Agency)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

**Lobbying Restrictions**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*Signature of Project Director:*

Larry Hall, Chief  
Buckeye Police Department

*Signature of Authorized Official of  
Governmental Unit:*

Stephen Cleveland, City Manager  
City of Buckeye

\_\_\_\_\_  
Date Telephone

\_\_\_\_\_  
Date Telephone



SB

SB

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RESOLUTION NO. 12-15

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING AN AGREEMENT AMONG THE CITY OF BUCKEYE, SUNBELT INVESTMENT HOLDINGS AND THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY RELATING TO THE ROOSEVELT STREET CROSSING OF THE WHITE TANKS FLOOD RETARDING STRUCTURE NO. 4; AND AUTHORIZING THE MAYOR OR THE CITY MANAGER TO EXECUTE AND DELIVER SAID AGREEMENT.

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

Section 1. The Agreement among the City of Buckeye, a municipal corporation, Sunbelt Investment Holdings, and the Flood Control District of Maricopa County, a municipal corporation and political subdivision of the State of Arizona, relating to the design, rights of way acquisition, utility relocations, construction, construction management, and operation and maintenance of the Roosevelt Street Crossing of the White Tanks Flood Retarding Structure No. 4, is hereby approved in substantially the form and substance on file with the City Clerk.

Section 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 3rd day of March, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

When Recorded Return to:  
Flood Control District of Maricopa County  
2801 West Durango Street  
Phoenix, AZ 85009-6399

**AGREEMENT**

Among

THE CITY OF BUCKEYE,

ROOSEVELT STREET CO., L.P.,  
A DELAWARE LIMITED PARTNERSHIP

and the

**FLOOD CONTROL DISTRICT OF MARICOPA COUNTY**

for the

**DESIGN, RIGHTS-OF-WAY ACQUISITION, UTILITY RELOCATIONS, CONSTRUCTION, CONSTRUCTION  
MANAGEMENT, AND OPERATION AND MAINTENANCE**

of the

**ROOSEVELT STREET CROSSING OF THE WHITE TANKS FRS NO. 4 INLET CHANNEL**

**GA FCD 2014G002**

**Agenda Item \_\_\_\_\_**

This Agreement is entered into by and among the City of Buckeye, an Arizona municipal corporation, acting by and through its City Council hereinafter called BUCKEYE, Roosevelt Street Co., L.P., a Delaware Limited Partnership hereinafter called SUNBELT, and the Flood Control District of Maricopa County, a municipal corporation and political subdivision of the State of Arizona, acting by and through its Board of Directors, hereinafter called the DISTRICT. The DISTRICT, BUCKEYE and SUNBELT are hereinafter collectively called the PROJECT PARTNERS.

This Agreement shall become effective as of the date it has been executed by all parties and is recorded by the Maricopa County Recorder.

**STATUTORY AUTHORIZATION**

1. The DISTRICT is empowered by Arizona Revised Statutes (A.R.S.) Section 48-3603, as revised, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the DISTRICT.
2. BUCKEYE is empowered by A.R.S. Section 9-240(B) and 9-276, as amended, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of BUCKEYE.

## BACKGROUND

3. The DISTRICT is rehabilitating the White Tanks Flood Retarding Structure No. 4 (WT4) as part of its ongoing operation and maintenance activities and to upgrade the structure to current Federal standards. The rehabilitation includes extension of the dam northward that necessitates relocation of the WT4 Inlet Channel (CHANNEL), modification of the existing dip section at the Roosevelt Street crossing, and acquisition of rights-of-way (ROW) from SUNBELT. This modification to the rehabilitation of WT4 was identified in 2009.
4. SUNBELT is developing lands adjacent to WT4, which development requires improving Roosevelt Street to a BUCKEYE arterial street along the boundary of SUNBELT'S property to Jackrabbit Trail. SUNBELT developed designs and plans and applied for a permit for the proposed improvements across DISTRICT WT4 ROW prior to 2009. The proposed improvements required revision after the extension of the WT4 dam was identified in 2009.
5. SUNBELT and BUCKEYE require easements for Roosevelt Street road and utility purposes across DISTRICT-owned ROW. The development and Roosevelt Street are within BUCKEYE and BUCKEYE shall be responsible for operation and maintenance of the south half of Roosevelt Street west of Jackrabbit Trail upon completion of construction and acceptance of the improvements contemplated by this agreement.
6. The DISTRICT's rehabilitation requires relocation of the existing CHANNEL to a new location west of a proposed extension of the WT4 dam structure. The PROJECT PARTNERS desire that SUNBELT construct the Roosevelt Street crossing including culvert, headwalls, wingwalls, sleeves, and the box culvert crossing prior to or concurrently with the WT4 rehabilitation and CHANNEL relocation. The PROJECT PARTNERS desire that the Roosevelt Street roadway base be installed within the extension of the dam northward across the Roosevelt Street alignment and that utility sleeving be installed under the dam extension and CHANNEL prior to the construction of the dam extension and box culvert crossing of the CHANNEL. The DISTRICT will construct the WT4 rehabilitation.
7. It is estimated that the DISTRICT would have expended \$200,000 on a dip section to accommodate the realigned CHANNEL required by the WT4 dam extension.
8. An all-weather box culvert improvement to the Roosevelt Street crossing of the CHANNEL, hereinafter defined as the PROJECT, includes a multiple-barrel box culvert, headwalls and wingwalls, earthwork necessary to implement the culvert, ROW for Roosevelt Street and utility improvements, and the installation of sewer line from Jackrabbit Trail to the western edge of the DISTRICT's property, including the repair of the existing channel lining, and sleeves for water, sewer, and dry utilities (power and communications) to be installed beneath the culvert and dam extension.
9. The STRUCTURE shall mean the culvert barrel portion of the Roosevelt Street box culvert over the CHANNEL, from the downstream end to the upstream end, and does not include the headwalls or the wingwalls.

The PROJECT will:

- Enable rehabilitation of White Tanks FRS No. 4 to meet current federal standards and maintain 100-year flood protection to properties and residents downstream.
- Safely convey flood flows to the White Tanks FRS No. 4.
- Provide 100-year all-weather vehicular access and utilities service to properties west of Jackrabbit

Trail along Roosevelt Street.

10. On June 18, 2008, the Board of Directors of the DISTRICT adopted Resolution FCD 2008R005 (C-69-08-065-6-00), authorizing the DISTRICT to negotiate agreements necessary for the rehabilitation of WT4. On November 5, 2014, the Board of Directors of the DISTRICT adopted Resolution FCD 2008R005A (C-69-15-020-6-00), authorizing the DISTRICT to negotiate with landowners and/or appropriate agencies to obtain the necessary permits, rights-of-entry, property and/or easements and all other necessary land rights for WT4.
11. The DISTRICT has acquired from State Land a drainage easement for the CHANNEL, STRUCTURE, and WT4 on the north side of Roosevelt Street.

### PURPOSE OF THE AGREEMENT

12. This Agreement identifies and defines the responsibilities of the DISTRICT, BUCKEYE, and SUNBELT for PROJECT activities related to design, rights-of-way acquisition, utility relocations, construction, construction management, operation and maintenance, etc.

### TERMS OF AGREEMENT

13. The PROJECT, as referenced herein, is defined by paragraph 8 of this Agreement.
14. The PROJECT COST, as referenced herein, shall only include:
  - 14.1 Costs for construction of a multiple-barrel box culvert, headwalls and wingwalls, earthwork necessary to implement the culvert and sleeves for water, sewer, costs of utilities ROW, CHANNEL ROW, and road ROW for the south half of Roosevelt Street. Costs of relocating conflicting utilities in place by prior rights. Utilities in place without prior rights will be relocated at their owners' expense; associated costs are not components of the PROJECT COST.
  - 14.2 Costs of obtaining United States Army Corps of Engineers Section 404 Permits for the PROJECT, and costs associated with the mitigation efforts required by this permit process. Costs of obtaining Federal Emergency Management Agency (FEMA) Conditional Letters of Map Revision (CLOMRs) and Letters of Map Revision (LOMRs) intended to reduce the limits of the current delineated floodplain due to the construction of the PROJECT.
15. The following are not included as PROJECT COSTS:
  - 15.1 Construction costs for other Roosevelt Street improvements including pavement, curbs, gutter, sidewalk, striping and signage, roadway approaches, water and sewer both within and outside of the roadway, and dry utilities. These non-PROJECT costs are improvements required of SUNBELT prior to BUCKEYE's operating and maintaining the STRUCTURE and prior to BUCKEYE's obligation to maintain the improved Roosevelt Street which are obligations set out in this agreement. BUCKEYE's obligations in this regard are conditioned upon SUNBELT's construction of these improvements at no cost to BUCKEYE.
  - 15.2 Design costs for the PROJECT.
  - 15.3 If BUCKEYE requests non-PROJECT items, BUCKEYE shall be responsible for 100% of the cost of those items plus CM fees per the PROJECT contract.

- 15.4 All costs associated with additional rights-of-way acquired at SUNBELT's or BUCKEYE's request for non-flood control purposes will be borne solely by SUNBELT or BUCKEYE and are not components of the PROJECT COST.
- 15.5 Each PROJECT PARTNER will pay for, and not seek reimbursement for, its own personnel and internal administrative costs associated with this PROJECT, including costs associated with the issue of PROJECT permits, unless specifically identified otherwise in this Agreement.
16. The PROJECT COST associated with this Agreement is estimated to be \$1,100,000. The PROJECT COST will be paid by contributions from the DISTRICT and SUNBELT in accordance with the provisions of this Agreement. BUCKEYE is under no obligation to contribute any funds for the PROJECT COST.
17. DISTRICT funding for this Agreement shall be from secondary flood control tax levy revenue and is contingent upon funding availability within the DISTRICT's Capital Improvement Program.
18. The target date for completion of PROJECT construction is September 30, 2015. The PROJECT PARTNER assigned lead responsibility shall inform the non-lead PROJECT PARTNERS of delays impacting this target completion date.
  - 18.1 The DISTRICT reserves the right to assess damages associated with delay of the rehabilitation of WT4 due to failure by SUNBELT to substantially complete the PROJECT by the target date. Such damages shall be determined in accordance with the Uniform Standard Specifications and Details for Public Works Construction Section 108.9, latest version with updates through 2014. Conversely, if by a date no sooner than January 1, 2017, SUNBELT (or an improvement district including SUNBELT) is prepared but unable to move forward with the construction of Roosevelt Street because of a delay caused by the DISTRICT, then SUNBELT (or an improvement district including SUNBELT) shall have the option of redesigning Roosevelt Street based on the then existing conditions, and the DISTRICT shall reimburse SUNBELT (or an improvement district including SUNBELT) for any damages incurred with respect to any portion of Roosevelt Street improvements within DISTRICT property associated with such delay, including redesign costs and additional construction costs.
19. BUCKEYE shall:
  - 19.1 Own the STRUCTURE.
  - 19.2 Upon completion of the Roosevelt Street half-street or full street improvements, and acceptance of such improvements by BUCKEYE, be responsible for operation and maintenance of the STRUCTURE, including providing periodic inspections to meet federal requirements.
  - 19.3 Be responsible for maintaining the future Roosevelt Street improvements within BUCKEYE's jurisdiction, including pavement, curbs, gutters, shoulders, sidewalks, utility sleeves, lighting, signals, striping and signage.
    - 19.3.1 Periodically conduct video inspections of the sewer pipelines at intervals not exceeding five years and report results to the DISTRICT.
    - 19.3.2 BUCKEYE shall provide prior notice to the DISTRICT for any non-routine maintenance or repair activities to the STRUCTURE, or BUCKEYE-owned utilities or surface improvements within DISTRICT ROW, and, if necessary as determined by the DISTRICT, obtain a no-cost permit from the DISTRICT for such activities. Any new construction or

modifications within DISTRICT ROW shall require a permit. All routine BUCKEYE maintenance to the surface improvements, roadway, and roadway appurtenances within the DISTRICT ROW may be performed by BUCKEYE without notifying the DISTRICT or obtaining a permit to perform such routine maintenance.

- 19.4 Review plans and issue permits in a timely manner so as not to delay PROJECT implementation.
  - 19.5 Review plans, issue permits, and provide inspection for PROJECT facilities required by the PROJECT at no cost to the DISTRICT.
  - 19.6 Provide staff to participate in meetings, field reviews, and inspections during the design and construction of the PROJECT at no cost to the DISTRICT.
  - 19.7 Accept ROW and easements at no cost to BUCKEYE that are dedicated and conveyed to BUCKEYE for the PROJECT and for Roosevelt Street that meet BUCKEYE's City Code requirements.
  - 19.8 Participate in the final inspection of the PROJECT with the DISTRICT.
  - 19.9 Obtain DISTRICT review and comments on the design and/or construction of any future changes or modifications to the PROJECT so the DISTRICT may determine if there will be any affect on the hydraulic function of the PROJECT, and resolve and/or incorporate the DISTRICT's comments into these future PROJECT modifications.
20. SUNBELT shall:
- 20.1 Be the lead on construction of the PROJECT.
  - 20.2 Be the lead on design of the PROJECT.
    - 20.2.1 Obtain BUCKEYE approval of the PROJECT plans and permits at no cost to the DISTRICT.
    - 20.2.2 Coordinate PROJECT design and plans with CHANNEL design and plans.
  - 20.3 Dedicate and convey ROW and easements to BUCKEYE and the DISTRICT for the PROJECT, Roosevelt Street and the WT4 rehabilitation across property owned by SUNBELT at no cost to the PROJECT.
    - 20.3.1 Execute all documents required to dedicate and convey ROW and easements in a timely manner so as not to delay the PROJECT implementation.
  - 20.4 Provide the construction documents including estimates, bid tab, plans and specifications for the PROJECT at no cost to the PROJECT.
  - 20.5 Provide engineering and other support services at no cost to the PROJECT during the design and post-design construction phases necessary to support the PROJECT construction as it relates to the bid documents SUNBELT provides. Post-design services include bidding phase support attendance at construction and partnering meetings, review of shop drawings and submittals, preparation of responses to requests for information including replacement sheets, quality assurance field reviews and surveys, and support of as-built documentation.

- 20.6 Provide to BUCKEYE, at no cost to BUCKEYE, a close-out package, including a stamped set of as-built plans for the PROJECT.
- 20.7 At SUNBELT's cost, obtain from its contractor constructing the STRUCTURE a two-year warranty of the PROJECT. SUNBELT shall enforce the warranty.
- 20.8 At award of the construction contract of the PROJECT, invoice the DISTRICT for 50% of the DISTRICT's cost share in accordance with paragraph 21.2.
- 20.9 At completion of the PROJECT construction, invoice the DISTRICT for the remainder of the DISTRICT's cost share in accordance with paragraph 21.2.
- 20.10 Participate in the final inspection of the PROJECT with the DISTRICT.
21. The DISTRICT shall:
- 21.1 Ensure the planning and design of the PROJECT meet the recurrence interval of the 100-yr flood as determined by generally applied technical data and methodology in use at the time of PROJECT design, and this level of protection is specifically approved by the Board of Directors of the Flood Control District of Maricopa County.
- 21.2 After award of a construction contract and issuance of a Notice to Proceed for the Roosevelt Street Crossing:
- 21.2.1 Contribute \$200,000 to the cost of the PROJECT that would have been spent on a dip crossing.
- 21.2.2 Contribute \$154,795.66 to the cost of the PROJECT as a cost to cure for SUNBELT's prior expenditures for the proposed crossing at the original CHANNEL alignment.
- 21.2.3 Contribute \$314,000 to the PROJECT as a cost to cure, to address the increase in costs of the crossing due to the WT4 extension.
- 21.3 Within thirty (30) calendar days of receipt, pending Capital Improvement Program funding availability, pay all invoices issued by SUNBELT in accordance with the terms of this Agreement.
- 21.4 Be the lead on design of the WT4 rehabilitation and the CHANNEL immediately upstream and downstream of the PROJECT.
- 21.4.1 Coordinate CHANNEL design and plans with PROJECT design and plans.
- 21.5 Coordinate with SUNBELT and BUCKEYE on design of the PROJECT, review of PROJECT bid documents, and coordination of the PROJECT with the WT4 rehabilitation.
- 21.6 Dedicate and convey road and utility easements to BUCKEYE across property owned by the DISTRICT for the PROJECT, Roosevelt Street and public utilities at no cost to the PROJECT.
- 21.7 Grant to BUCKEYE a permit over the State Land property easement acquired by the DISTRICT for the WT4 rehabilitation, allowing for (i) the construction and operation of Roosevelt Street within the State Land to be acquired for Roosevelt Street and (ii) the maintenance and repair of the STRUCTURE.

- 21.8 Issue a DISTRICT ROW permit at no cost to the PROJECT.
  - 21.9 Maintain the STRUCTURE flow capacity, at DISTRICT cost, providing for removal of debris, trash, sediment, and all other flow impediments.
  - 21.10 Maintain, at DISTRICT cost, the headwalls and wingwalls, including the railings along the headwalls and wingwalls, and the exposed interior STRUCTURE surfaces (for example, graffiti treatment).
  - 21.11 Until the completion of the Roosevelt Street half-street or full street improvements, and acceptance of such improvements by BUCKEYE, be responsible for operation and maintenance of the STRUCTURE.
  - 21.12 Provide to BUCKEYE, at no cost to BUCKEYE, physical access across DISTRICT property sufficient for BUCKEYE inspection and maintenance activities without requiring BUCKEYE to obtain any future permits from the DISTRICT.
  - 21.13 Be the lead on obtaining permits for the PROJECT from ADWR and NRCS, if such permits are required.
  - 21.14 Provide timely review and approval of permit applications for the PROJECT.
  - 21.15 Construct the Roosevelt Street roadway base across the WT4 dam extension pursuant to the WT4 rehabilitation construction drawings.
  - 21.16 Construct the Roosevelt Street culvert roadway approaches to an interim grade on either side of the WT4 dam extension.
  - 21.17 Serve as the lead agency for obtaining United States Army Corps of Engineers Section 404 Permit, and for completing mitigation efforts required by this permit process.
  - 21.18 Serve as the lead agency for PROJECT public involvement activities.
  - 21.19 Participate in a final inspection of the PROJECT with BUCKEYE and SUNBELT.
  - 21.20 The DISTRICT reserves the right to review and comment on the design and/or construction of any future changes or modifications to the PROJECT and to determine if such changes or modifications will affect the hydraulic function of the PROJECT.
22. Each PROJECT PARTNER, and the PROJECT PARTNERS collectively, shall:
- 22.1 Comply with A.R.S. Sections 41-4401 and 23-214, subsection A.
    - 22.1.1 Each party to this Agreement retains the legal right to inspect the records of the other party's and any contractors' or subcontractors' employees performing work under this Agreement to verify compliance with A.R.S. Sections 41-4401 and 23-214, subsection A.
    - 22.1.2 Failure by either party to this Agreement to comply with A.R.S. Sections 41-4401 and 23-214, subsection A shall be deemed a breach of this Agreement and is subject to penalties up to and including termination of the Agreement.
  - 22.2 Require that any contractor selected for the PROJECT:

- 22.2.1 Warrant its compliance with all federal immigration laws and regulations that relate to its employees and their compliance with A.R.S. section 23-214(A);
- 22.2.2 Agree that a breach of the warranty under paragraph 22.2.1 shall be deemed a material breach of contract and is subject to penalties up to and including termination of the contract;
- 22.2.3 Agree that the other party to this Agreement retains the legal right to inspect the papers of the contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that contractor or subcontractor is complying with the warranty under paragraph 20.2.1.
- 22.3 Have the right, following mutual written agreement of all PROJECT PARTNERS, to delegate its responsibilities under this Agreement to another party. Any delegation, however, shall not relieve the delegating PROJECT PARTNER of its original responsibilities as defined herein.
- 22.4 In the case of any dispute over any items in this Agreement, agree to use their best efforts and enter into good faith negotiations to resolve the disputed matters. However, this shall not limit the rights of the PROJECT PARTNERS to seek any remedies provided by law.
- 22.5 Take reasonable and necessary actions within its authority to ensure that only storm water is discharged into the PROJECT, and that such discharges into the PROJECT comply at the point of discharge with any applicable requirements of the U.S. Environmental Protection Agency Clean Water Act, Arizona Pollutant Discharge Elimination System or any other applicable discharge requirements, including any permit requirements.
- 22.6 Agree to equally share the cost of a PROJECT compliance and cost audit to be initiated within sixty (60) days of PROJECT completion, if requested by any PROJECT PARTNER. An independent auditing firm agreed to by the PROJECT PARTNERS will perform the audit. Any payments or reimbursements necessary to bring the PROJECT into compliance with the audit findings shall be made within forty five (45) days of acceptance by the PROJECT PARTNERS.
23. If mutually acceptable to the PROJECT PARTNERS, PROJECT invoicing may be conducted periodically based on actual PROJECT COST incurred, no more frequently than quarterly, in lieu of invoicing timelines otherwise established in this Agreement.
24. Each party to this Agreement shall, as "Indemnitor," to the extent permissible by law, indemnify, defend and hold harmless the other PROJECT PARTNERS ("Indemnitee") including agents, officers, directors, governors and employees thereof, from and against any and all loss or expense incurred of any nature whatsoever, which arises out of any act or omission of Indemnitor pursuant to this Agreement, including but not limited to, reasonable attorneys' fees, court costs, and other expenses relating to the defense against claims or litigation, incurred by the Indemnitee. Notwithstanding the above, Indemnitee shall be liable for its own negligence or wrongful acts as provided by law. In no event shall the Indemnitor owe or be obligated to pay any amounts which the Indemnitee has not actually paid or has no actual obligation to pay. In the event any agreement to pay to resolve issues of liability is not enforceable, or any agreement or settlement results in an actual obligation lower than the full amount of liability, the Indemnitor's obligation to pay shall be limited to the amount Indemnitee has paid or would be obligated to pay in the absence of any agreement to indemnify. Should SUNBELT or BUCKEYE offer to make or make the PROJECT available for any non-flood control uses, SUNBELT or BUCKEYE shall, to the extent permissible by law, indemnify, defend and save harmless the DISTRICT, including agents, officers, directors, governors and employees thereof, from any and all loss or expense incurred as a result of any claim or suit without limitation. Such indemnification obligation is intended to be a specific indemnity obligation rather than the general indemnity obligations set forth in this paragraph regarding all

other types of claims or suits and shall include the obligation to provide reasonable attorneys' fees, court costs, and other expenses relating to the defense of such claims or litigation.

25. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Flood Control District of Maricopa County  
Chief Engineer and General Manager  
2801 West Durango Street  
Phoenix, AZ 85009-6399

City of Buckeye  
City Manager  
530 East Monroe Avenue  
Buckeye, Arizona 85326

Roosevelt Street Co., L.P.  
c/o  
Sunbelt Investment Holdings Inc.  
8095 Othello Avenue  
San Diego, CA 92111

26. This Agreement shall expire either (a) ten years from the date of recording with the County Recorder, or (b) upon completion of the PROJECT and after all funding obligations and reimbursements have been satisfied in accordance with this Agreement, whichever is the first to occur. However, by mutual written agreement of all parties, this Agreement may be amended or terminated. The operation and maintenance and indemnification provisions, and of this Agreement shall survive the expiration of this Agreement.
27. This Agreement is subject to cancellation by any party pursuant to the provisions of Arizona Revised Statutes Section 38-511.
28. Attached to this Agreement or contained herein are the written determinations by the appropriate attorneys for the parties to this Agreement, that these agencies are authorized under the laws of the State of Arizona to enter into this Agreement and that it is in proper form.
29. If legislation is enacted after the effective date of this Agreement that changes the relationship or structure of one or more parties to this Agreement, the parties agree that this Agreement shall be renegotiated at the written request of either party.



CITY OF BUCKEYE, ARIZONA  
an Arizona Municipal Corporation,

By: \_\_\_\_\_  
Stephen S. Cleveland, Date  
City Manager

Attest:

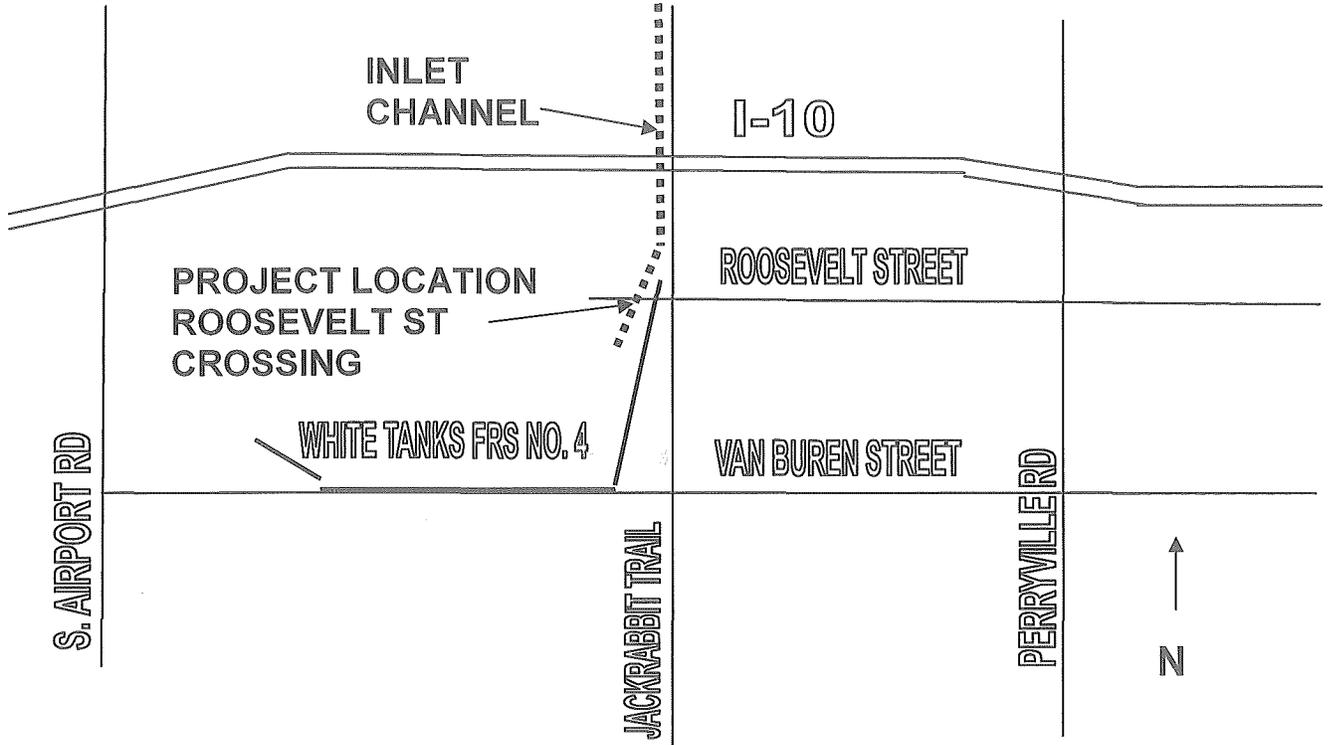
By: \_\_\_\_\_  
Lucinda J. Aja, City Clerk Date

The foregoing Agreement IGA FCD 2014G002 has been reviewed by the undersigned attorney who has determined that it is in proper form and within the power and authority granted to the City of Buckeye under the laws of the State of Arizona.

By: \_\_\_\_\_  
Scott W. Ruby, City Attorney Date



FCD 2014G002  
EXHIBIT "A"



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**CITY OF BUCKEYE  
COUNCIL ACTION REPORT**

MEETING DATE:	<u>March 3, 2015</u>	AGENDA ITEM:	<u>*5C</u>
DATE PREPARED:	<u>February 11, 2015</u>	DISTRICT NO.:	<u>N/A</u>
STAFF LIAISON:	<u>Carol Conley</u>	DIRECTOR APPROVAL:	<u>[Signature]</u>
DEPARTMENT:	<u>Mayor and Council</u>	FINANCE APPROVAL:	<u>ZBP</u>
ACTION TITLE:	<u>Reclassification of Administrative Assistant to Management Assistant</u>		

Will not be added w/o both approvals

WORKSHOP     SPECIAL     CONSENT     NON-CONSENT     Tabled     PUBLIC HEARING

**RECOMMENDATIONS:**

Council to approve the reclassification of the existing Administrative Assistant position, salary grade 43, to a Management Assistant, salary grade 60, in the Mayor and Council's office.

**RELEVANT COUNCIL GOAL:**

Goal 5: Responsive and Accountable Government and Effective Public Service

**SUMMARY**

**PROJECT DESCRIPTION:**

In our ongoing effort to deliver prompt and reliable customer service to the citizens of Buckeye, while supporting the numerous and varied activities of our Mayor and Council, the skill level and requirements of the department's Administrative Assistant have increased significantly.

Frequently the incumbent in this position is called upon to manage special projects, resolve problems and customer service inquiries, as well as compose correspondence and coordinate information between internal and external customers. This position is often required to participate in activities that include members of various political organizations and their elected officials. The position also handles a variety of confidential matters, and interacts regularly with executive level management from public and private organizations.

Based on the higher level job responsibilities regularly performed by this position, staff is requesting a reclassification from Administrative Assistant to Management Assistant. Staff has worked with Human Resources who have evaluated the work being done and support this reclassification request.

**BENEFITS:**

Management Assistant more accurately describes the work being performed by this position. Reclassifying the position allows additional higher level tasks to be assigned to the position, which provides addition resources to our Mayor and Council. It will also allow the Assistant to the Mayor and Council to focus on the higher level tasks specifically assigned to her position.

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

Human Resources will process the personnel action form which will change the incumbent's job title and wages.

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

**FINANCIAL NARRATIVE:** The incumbent will be placed at the minimum of the Management Assistant salary range. The financial impact of approximately \$4,100.00, for the remainder of FY14/15, can be absorbed in the departments' current budget.

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

BUDGETED

UNBUDGETED FISCAL YEAR BUDGET (check one)

F/Y

FUND / DEPARTMENT (GL#)

5D

5D

5D

5D

5D



**CITY OF BUCKEYE  
COUNCIL ACTION REPORT**

MEETING DATE:	<u>March 3, 2015</u>	AGENDA ITEM:	<u>7A.</u>
DATE PREPARED:	<u>February 24, 2015</u>	DISTRICT NO.:	<u>All</u>
STAFF LIAISON:	<u>Dave Nigh, Water Resources Director</u>	DIRECTOR APPROVAL:	<u>DN</u>
DEPARTMENT:	<u>Water Resources</u>	FINANCE APPROVAL	<u>LP</u>
ACTION TITLE:	<u>Resolution No. 14-15 Establishing Water and Wastewater Rates and Charges; Establishing an Effective Date; and Repealing Conflicting Resolutions.</u>		

*Will not be added w/o both approvals*

WORKSHOP     SPECIAL     CONSENT     NON-CONSENT     TABLED     PUBLIC HEARING

**RECOMMENDATIONS:**

Council to adopt Resolution No. 14-15 establishing Water and Wastewater Rates and Charges; establishing an effective date; repealing conflicting resolutions.

**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:**

On July 2, 2013, the Mayor and City Council adopted Resolution No. 76-13 which (i) made available for public review and inspection as of July 2, 2013, a written report dated July 2, 2013, supporting the proposed increase of water and wastewater rates and charges (the "Report"), (ii) adopted a Notice of Intention to establish increased water and wastewater rates and charges consistent with the findings of the Report, (iii) set a date for a public hearing on the proposed increase of water and wastewater rates and charges for September 17, 2013, and (iv) directed the City Clerk to publish the Notice of Intention one time in the Arizona Republic not less than 20 days prior to September 17, 2013. The Report was amended August 2, 2013 to delay implementation of the proposed October 2014 increase to the water and wastewater rates and charges to January 2015 (the "Amended Report").

On September 17, 2013, the Mayor and City Council held the public hearing on the proposed increase of water and wastewater rates and charges supported by the Amended Report (the "Public Hearing") and, with respect to flood irrigation rates and charges only, Mayor and Council agreed to continue the Public Hearing to a date to be determined to discuss such rates and charges. Following the Public Hearing on September 17, 2013, Mayor and Council adopted Resolution No. 104-13 which, with the exception of flood irrigation rates and charges, increased the water and wastewater rates and charges for the City of Buckeye as set forth on Exhibit A attached to Resolution No. 104-13.

On April 17, 2014, Mayor and Council adopted Resolution 28-14 adjusting the water rates and charges related to landscape use previously adopted on September 17, 2013 pursuant to Resolution No. 104-13 by reducing the water rates and charges related to landscape use.

On December 16, 2014, Mayor and Council adopted Resolution No. 122-14 suspending until further action by Mayor and Council the water and wastewater rates adopted pursuant to Resolution No. 104-13 which were to be effective January 2015, January 2016, and January 2017 as set forth on Exhibit A attached to Resolution No. 122-14.

On January 20, 2015, following the continued Public Hearing, Mayor and Council adopted Resolution No. 04-15 establishing increased flood irrigation rates and charges.

By adopting Resolution No. 14-15 currently before Council, the water and wastewater rates and charges as set forth in Exhibit A attached to the Resolution shall become effective on April 2, 2015.

**BENEFITS:**

Although the water and wastewater rates adopted by Resolution No. 14-15 will not generate sufficient revenue to completely cover the cost the City's water and wastewater service, the increased rates and charges will provide some relief to the City's cost of service.

**FUTURE ACTION :**

An annual review of all water and wastewater rates and charges will be conducted by staff.

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

Resolution No. 14-15 with Exhibit A attached.

**FINANCIAL NARRATIVE:**

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

<input checked="" type="checkbox"/> BUDGETED	<input type="checkbox"/> UNBUDGETED FISCAL YEAR BUDGET (check one)	F/Y	<u>14/15</u>
		FUND / DEPARTMENT (GL#)	<u>061 / 060</u>

**RESOLUTION NO. 14-15**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, ESTABLISHING WATER AND WASTEWATER RATES AND CHARGES; ESTABLISHING AN EFFECTIVE DATE; AND REPEALING CONFLICTING RESOLUTIONS.**

**WHEREAS**, on July 2, 2013, the Mayor and City Council of the City of Buckeye, Arizona, adopted Resolution No. 76-13 which (i) made available for public review and inspection as of July 2, 2013, a written report dated July 2, 2013, supporting the proposed increase of water and wastewater rates and charges (the “Report”), (ii) adopted a Notice of Intention to establish increased water and wastewater rates and charges consistent with the findings of the Report, (iii) set a date for a public hearing on the proposed increase of water and wastewater rates and charges for September 17, 2013, and (iv) directed the City Clerk to publish the Notice of Intention one time in the Arizona Republic not less than 20 days prior to September 17, 2013; and

**WHEREAS**, the Report was amended August 2, 2013 to delay implementation of the proposed October 2014 increase to the water and wastewater rates and charges to January 2015 (the “Amended Report”); and

**WHEREAS**, on September 17, 2013, the Mayor and City Council of the City of Buckeye, Arizona, held the public hearing on the proposed increase of water and wastewater rates and charges supported by the Amended Report (the “Public Hearing”) and, with respect to flood irrigation rates and charges only, Mayor and Council agreed to continue the Public Hearing to a date to be determined to discuss such rates and charges; and

**WHEREAS**, following the Public Hearing on September 17, 2013, Mayor and Council adopted Resolution No. 104-13 which, with the exception of flood irrigation rates and charges, increased the water and wastewater rates and charges for the City of Buckeye as set forth on Exhibit A attached to Resolution No. 104-13; and

**WHEREAS**, on December 16, 2014, Mayor and Council adopted Resolution No. 122-14 suspending until further action by Mayor and Council the water and wastewater rates adopted pursuant to Resolution No. 104-13 which were to be effective January 2015, January 2016, and January 2017 as set forth on Exhibit A attached to Resolution No. 122-14; and

**WHEREAS**, on January 20, 2015, following the continued Public Hearing, Mayor and Council adopted Resolution No. 04-15 establishing increased flood irrigation rates and charges; and

**WHEREAS**, Mayor and Council desire to take action with respect to water and wastewater rates and charges that were previously suspended by Resolution No. 122-14.

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

Section 1. That the water and wastewater rates and charges for the City of Buckeye, Arizona are hereby adopted as set forth on Exhibit A attached to and incorporated herein by this reference in this Resolution.

Section 2. That the water and wastewater rates and charges adopted pursuant to this Resolution shall become effective thirty (30) days after the date of this Resolution, in accordance with A.R.S. § 9-511.01(C).

Section 3. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

**PASSED AND ADOPTED** by the Mayor and City Council of the City of Buckeye, Arizona, this 3<sup>rd</sup> day of March, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**EXHIBIT A  
TO  
RESOLUTION NO. 14-15**

**City of Buckeye Water and Wastewater Rates and Charges**

**See following page.**

**CITY OF BUCKEYE**

Current Rates - Council Approved 09/17/13  
New rates are effective on April 2, 2015

		Current	Effective 04/15	Effective 01/16	Effective 01/17	
<b>RESIDENTIAL</b>	<b>WATER RATES</b>	<b>Standard Residential Rate</b>				
		<b>Base Rate (All Meter Sizes)</b>	22.35	27.94	34.93	40.51
		<b>Usage Rate: Per 1,000 gallons</b>				
		0 - 6,000	2.97	3.42	3.93	4.34
		6,001 - 10,000	4.31	4.95	5.70	6.29
	10,001 - 15,000	7.37	8.48	9.75	10.77	
	15,001 - 30,000	11.06	12.71	14.62	16.15	
	30,001 +	11.70	13.46	15.48	17.09	
	<b>SEWER RATES</b>	<b>Standard Residential Base Rate</b>	23.85	26.24	28.86	30.59
		<b>Usage Rate: Per 1,000 gallons</b>	1.25	1.75	2.00	2.50
<b>MULTI-FAMILY/COMMERCIAL</b>	<b>POTABLE WATER RATES</b>	<b>Base Rate (By Meter Size):</b>				
		3/4 inch	21.98	27.48	34.35	39.85
		1 inch	69.06	86.32	107.90	125.16
		1.5 inch	69.06	86.32	107.90	125.16
		2 inch	184.19	230.24	287.80	333.85
		3 inch	184.19	230.24	287.80	333.85
		4 inch	345.36	431.70	539.63	625.97
		6 inch	575.60	719.50	899.38	1,043.28
		8 inch	1,151.20	1,439.00	1,798.75	2,086.55
		<b>Usage Rate: Per 1,000 gallons</b>				
		0 - 10,000	5.38	6.59	8.08	9.15
		10,001 - 15,000	5.38	6.59	8.08	9.15
		15,001 - 30,000	5.38	6.59	8.08	9.15
		30,001 +	5.38	6.59	8.08	9.15
		<b>SEWER RATES</b>	<b>Base Rate (By Meter Size):</b>			
	3/4 inch		15.80	17.38	19.12	20.27
	1 inch		49.63	54.60	60.06	63.66
	1.5 inch		49.63	54.60	60.06	63.66
	2 inch		132.39	145.63	160.19	169.80
	3 inch		132.39	145.63	160.19	169.80
	4 inch		248.23	273.05	300.36	318.38
	6 inch		413.71	455.05	500.59	530.63
	8 inch		827.43	910.17	1,001.18	1,061.26
	<b>Usage Rate:</b>					
	Per 1,000 gallons	1.98	2.23	2.51	2.66	
<b>LANDSCAPE</b>	<b>POTABLE WATER RATES</b>	<b>Base Rate (By Meter Size):</b>				
		3/4 inch	21.98	24.18	26.60	29.26
		1 inch	69.06	75.96	83.56	91.91
		1.5 inch	69.06	75.96	83.56	91.91
		2 inch	184.19	202.61	222.87	245.16
		3 inch	184.19	202.61	222.87	245.16
		4 inch	345.36	379.90	417.89	459.67
		6 inch	575.60	633.16	696.48	766.12
		8 inch	1,151.20	1,266.32	1,392.95	1,532.25
		<b>Usage Rate: Per 1,000 gallons</b>				
	0 - 10,000	5.46	6.01	6.61	7.27	
	10,001+	6.55	7.21	7.93	8.72	
	<b>NON-POTABLE WATER RATES</b>	<b>Base Rate (By Meter Size):</b>				
		3/4 inch	15.80	18.17	19.99	20.59
		1 inch	49.63	57.08	62.79	64.67
1.5 inch		49.63	57.08	62.79	64.67	
2 inch		132.39	152.25	167.47	172.49	
3 inch		132.39	152.25	167.47	172.49	
4 inch		248.23	285.46	314.01	323.43	
6 inch		413.71	475.77	523.35	539.05	
8 inch	827.43	951.54	1,046.69	1,078.09		
<b>Usage Rate: Per 1,000 gallons</b>	2.73	4.04	4.44	5.49		
<b>HYDRANT METERS</b>	<b>Base Rate</b>	508.03	812.85	894.14	920.96	
	<b>Usage Rate: Per 1,000 gallons</b>	4.77	6.67	7.34	7.56	
	Locate/ Re-Locate Fee	50.00		56.81	56.81	
	Hydrant Meter Deposit	1,500.00	1,500.00	1,500.00	1,500.00	
<b>FLOOD IRRIGATION</b>	<b>Base Rate</b>					
	Historic Buckeye/Valencia	35.00				

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**

**MARCH 3, 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. Board to Approve the February 3, 2015 Joint Meeting Minutes for the following Community Facilities Districts:**

Anthem Sun Valley  
Elianto  
Festival Ranch  
Mirielle  
Sundance  
Tartesso West  
Trillium  
Verrado District 1  
Verrado Western Overlay  
Watson Road  
Westpark

3. **Resolution No. 04-15 of the District Board of Directors of Festival Ranch Community Facilities District (City of Buckeye, Arizona) Authorizing the Issuance of its Assessment District No. 9 Special Assessment Revenue Bonds, Series 2015 (Private Placement), in the Aggregate Principal Amount of not to exceed \$288,000; Approving the Form and Authorizing the Execution and Delivery of a Direct Placement Contract Relating to the Bonds, a Registrar, Transfer Agent and Paying Agent Contract and Certain Other Documents Securing the Payment of or Relating to the Bonds; Awarding the Bonds to the Original Purchasers Thereof; and Taking Other Actions Securing the Payment of and Relating to the Bonds**

Board to adopt Resolution No. 04-15 authorizing the issuance of the District's Special Assessment Revenue Bonds, in the amount not to exceed \$288,000; approving form and authorizing execution and delivery of related documents; awarding the bonds to the purchasers thereof; taking other actions securing the payment of and relating to the bonds.

*Board Action: Motion to approve*

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

*Board Action: None.*

5. **Adjournment**

*Board Action: Motion to adjourn.*

Minutes

Minutes

Minutes

Minutes

Minutes

**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**

**FEBRUARY 3, 2015  
MINUTES**

**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**

Chairman Meck called the meeting to order at 7:43 p.m.

Members Present: Board Member Strauss, Board Member Hess, Board Member Heustis, Vice Chairman Orsborn and Chairman Meck.

Members Absent: Board Member Garza and Board Member McAchran.

Departments Present: District Manager Stephen Cleveland, Assistant District Manager Roger Klingler, District Attorney Scott Ruby, Deputy District Clerk Summer Stewart, Assistant to Board Carol Conley, Public Works Director Scott Lowe, District Finance Director Larry Price, and Development Services Director George Flores.

**2. Approval of the November 4, 2014 Meeting Minutes for the Sundance Community Facilities District and the December 16, 2014 Joint Meeting Minutes**

A motion was made by Vice Chairman Orsborn and seconded by Boardmember Heustis to approve the November 4, 2014 Meeting Minutes for the Sundance Community Facilities District and the December 16, 2014 Joint Meeting Minutes for the following Community Facilities Districts:

Anthem Sun Valley  
Elianto  
Festival Ranch  
Mirielle  
Sundance  
Tartesso West  
Trillium  
Verrado District 1  
Verrado Western Overlay  
Watson Road  
Westpark

Motion passed unanimously.

**3. Board to Approve/Ratify Expenditures for the 2<sup>nd</sup> Quarter of Fiscal Year 2014-2015**

A motion was made by Vice Chairman Orsborn and seconded by Boardmember Heustis to Approve/Ratify Expenditures for the 2<sup>nd</sup> Quarter of Fiscal Year 2014-2015 for the following Community Facilities Districts:

Anthem Sun Valley  
Elianto  
Festival Ranch  
Mirielle  
Sundance  
Tartesso West  
Trillium  
Verrado District 1  
Verrado Western Overlay  
Watson Road  
Westpark

Motion passed unanimously.

**4. Action Resolution No. 01-15 Board of Directors of the Festival Ranch Community Facilities District (City of Buckeye, Arizona) Approving the Feasibility Report Relating to the Acquisition and Financing of Street Improvements Located in Development Parcel R-1 Benefitting the District; Declaring its Intention to Acquire the Street Improvements Described in the Feasibility Report; Forming a Special Assessment District No. 9; Determining Special Assessment Revenue Bonds will be Issued to Finance the Costs and Expenses Thereof and Declaring the Street Improvements to be of More Than Local or Ordinary Public Benefit and that the Costs of Said Street Improvements will be Assessed Upon the Assessment District; Providing that the Proposed Street Improvements will be Performed and District Special Assessment Revenue Bonds Issued Under the Provisions of Title 48, Chapter 4, Article 6, Arizona Revised Statutes, and All Amendments Thereto**

Mayor Meck opened the public hearing at 7:48 p.m. to hear citizen input regarding the feasibility report relating to the acquisition and financing of street improvements located in in Development Parcel R-1; declaring intention to acquire the street improvements described therein; forming Special Assessment District No. 9; determining assessment revenue bonds will be issued to finance the costs and expenses and that costs of improvements will be assessed upon the assessment district; and providing that the

improvements will be performed and bonds issued. Mr. Price provided a staff report. General discussion was held regarding the forming of the special assessment district and the practice of issuing special assessment revenue bonds. Let the record reflect the public hearing was held with regard to the feasibility report. There being no public comment, Mayor Meck closed the public hearing at 8:00 p.m. A motion was made by Vice Chairman Orsborn and seconded by Boardmember Strauss to adopt Resolution No.01-15 approving a Feasibility Report; declaring its intention to acquire certain street improvements located in development parcel R-1 and form a special assessment district; determining that special assessment revenue bonds will be issued and that the costs of said improvements will be assessed upon the assessment district. Motion passed unanimously.

**5. Action Resolution No.02-15 of the Board of Director of the Festival Ranch Community Facilities District Ordering the Public Infrastructure Street Projects Acquired or Performed as Described in Resolution No.01-15 Relating to Assessment District No.9**

Mr. Price provided an overview of the request to order certain public infrastructure street projects related to Assessment District No. 9. A motion was made by Boardmember Strauss and seconded by Vice Chairman Orsborn to adopt Resolution No.02-15 ordering the Public Infrastructure street projects acquired or performed as described in Resolution No.01-15. Motion passed unanimously.

**6. Action Resolution No.03-15 of the Board of Directors of Festival Ranch Community Facilities District Approving the Levying of an Assessment and Assessment Diagram for the Festival Ranch Community Facilities District**

A motion was made by Boardmember Strauss and seconded by Vice Chairman Orsborn to adopt Resolution No.03-15 approving the levying of an Assessment and Assessment diagram for Assessment District No. 9. Motion passed unanimously.

**7. Citizen Input / Appearances from the Floor – None.**

**8. Adjournment**

A motion was made by Vice Chairman Orsborn and seconded by Boardmember Strauss to adjourn the meeting at 8:02 p.m. Motion passed unanimously.

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Jackie A. Meck, Chairman

ATTEST:

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Lucinda J. Aja, District Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Joint Community Facilities Districts Meeting on the 3<sup>rd</sup> day of February, 2015. I further certify that a quorum was present.

---

Lucinda J. Aja, District Clerk

CFD 3

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CFD 3

**CITY OF BUCKEYE  
COMMUNITY FACILITY DISTRICT (CFD) BOARD ACTION REPORT**

MEETING DATE:	March 3, 2015	AGENDA ITEM:	3
DATE PREPARED:	February 5, 2015	DISTRICT NO.:	4.
STAFF LIAISON:	Larry D. Price	DIRECTOR APPROVAL:	<i>Electronic initials</i>
DEPARTMENT:	Finance	FINANCE APPROVAL:	<i>Electronic initials</i>

**ACTION TITLE:** A RESOLUTION OF THE BOARD OF DIRECTORS OF FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA) AUTHORIZING THE ISSUANCE OF ITS ASSESSMENT DISTRICT NO. 9 SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2015, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$288,000; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A REGISTRAR, TRANSFER AGENT AND PAYING AGENT CONTRACT AND CERTAIN OTHER DOCUMENTS SECURING THE PAYMENT OF OR RELATING TO THE BONDS; AWARDING THE BONDS TO THE PURCHASER THEREOF; AND TAKING OTHER ACTION SECURING THE PAYMENT OF AND RELATING TO THE BONDS.

COMMUNITY FACILITY DISTRICT (CFD)     MINUTES     EXPENDITURE     ITEM     PUBLIC HEARING

**RECOMMENDATIONS:**

Adopt Resolution No. 04-15, authorizing the issuance of the District's Special Assessment Revenue Bonds in the amount not to exceed \$288,000, approving form and authorizing execution and delivery of related documents; awarding the bonds to the purchaser thereof.

**RELEVANT BOARD GOAL:**

Goal 3: Adequate, Well-Maintained, and Well-Planned Public Infrastructure.

**SUMMARY:**

**PROJECT DESCRIPTION:**

Acquire approximately 6,311 linear feet of public streets benefitting approximately 144 lots for single family homes located within the Festival Ranch Community Facilities District.

**BENEFITS:**

This financing allows the developer, Pulte Home Corporation, to be reimbursed for a portion of the cost of the public infrastructure, while causing the eventual homeowner to be responsible for their respective share of the cost in the form of a special assessment in the amount of \$2,000. Homeowners may pay the assessment in full on any date or may pay over a period of time in the form of debt service on the District's special assessment bonds.

**FUTURE ACTION:**

Finalize the closing documents and issue the Bonds on or around March 23, 2015.

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

- (i) Resolution No. 04-15, (ii) Placement Contract, and (iii) Bond Registrar, Transfer Agent and Paying Agent Contract

**FINANCIAL NARRATIVE:**

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

BUDGETED                       UNBUDGETED FISCAL YEAR BUDGET (check one)  
F/Y \_\_\_\_\_

FUND / DEPARTMENT (GL#) \_\_\_\_\_

RESOLUTION NO. 04-15 (Festival Ranch)

A RESOLUTION OF THE DISTRICT BOARD OF DIRECTORS OF FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA) AUTHORIZING THE ISSUANCE OF ITS ASSESSMENT DISTRICT NO. 9 SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2015 (PRIVATE PLACEMENT), IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$288,000; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DIRECT PLACEMENT CONTRACT RELATING TO THE BONDS, A REGISTRAR, TRANSFER AGENT AND PAYING AGENT CONTRACT AND CERTAIN OTHER DOCUMENTS SECURING THE PAYMENT OF OR RELATING TO THE BONDS; AWARDING THE BONDS TO THE ORIGINAL PURCHASERS THEREOF; AND TAKING OTHER ACTIONS SECURING THE PAYMENT OF AND RELATING TO THE BONDS.

BE IT RESOLVED BY THE DISTRICT BOARD OF DIRECTORS OF FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA), AS FOLLOWS:

WHEREAS, this Board of Directors (the "*District Board*") of the Festival Ranch Community Facilities District (City of Buckeye, Arizona) (the "*District*") hereby finds:

(a) Pursuant to Title 48, Chapter 4, Article 6 of the Arizona Revised Statutes, as amended (the "*Enabling Act*"), the Waiver and Development Agreement described below and Resolution No. 01-15 adopted on February 3, 2015 (the "*Resolution of Intention*"), the District Board has formed Assessment District No. 9 (the "*Assessment District*") and declared its intention to: (i) acquire certain public infrastructure and to pay costs and expenses related thereto (the "*Project*"); (ii) assess the costs and expenses of the Project upon certain benefited real property within the boundaries of the District as described in the Resolution of Intention; and (iii) issue the District's special assessment revenue bonds (the "*Bonds*") to finance the costs and expenses of the Project.

(b) Pursuant to the terms and provisions of the Festival Ranch Community Facilities District (City of Buckeye, Arizona) Waiver and Development Agreement recorded with the Maricopa County, Arizona, Recorder at Docket 2015-\_\_\_\_\_ (the "*Waiver Agreement*"), the owners and the persons who have an interest in all the real property to be assessed have waived, among other things, certain requirements relating to the notices, protests and hearings relating to, among other things, the formation of the Assessment District, levying of the assessments, and the time period for cash payments.

(c) The District Board has caused a report of the feasibility and benefits of the Project to be prepared, such report included a description of certain public infrastructure to be acquired and all other information useful to understand the Project, a map showing, in general, the location of the Project, an estimate of the cost to construct, acquire, operate and maintain the Project, an estimated schedule for completion of the Project, a map or description of the area to be benefited by the Project, and a plan for financing the Project (the "*Report*"). A public hearing on the Report was held February 3, 2015, as provided by law, and, pursuant to the

Enabling Act and the Resolution of Intention, the Report was ratified and approved in all respects.

(d) Pursuant to and in reliance upon the Waiver Agreement, the District Board adopted Resolution No. 02-15 on February 3, 2015 ordering the public infrastructure projects performed as described in the Resolution of Intention.

(e) Pursuant to and in reliance upon the Waiver Agreement, the District Board adopted Resolution No. 03-15 on February 3, 2015, approving the assessment diagram and the levying of an assessment against the real property in the Assessment District.

(f) Pursuant to the Enabling Act, the Waiver Agreement and Resolution No. 03-15, an assessment in the amount of \$288,000 was authorized to be levied against the real property in the Assessment District and recorded in the Office of the Superintendent of Streets. Pursuant to the Waiver Agreement and other agreements by the Owners, the property owners waived the requirement for notices of cash demands, the opportunity to make cash payments and requested the unpaid assessments go to bond.

(g) Pursuant to the terms and provisions of the Waiver Agreement, the owners and beneficial owners of the assessed real property, among other things, approved the: (i) proceedings relating to the assessment and the Bonds, (ii) assessment and assessment diagram, (iii) assessment methodology, (iv) method of collection and foreclosure of assessments and (v) terms of the Bonds.

(h) The District Board has determined to authorize the issuance of the Bonds described in this resolution (this "*Bond Resolution*") to provide funds for the Project and any and all of the public infrastructure purposes provided for in the Enabling Act and the General Plan of the District.

(i) Pursuant to the Enabling Act, the District has also determined to enter into a Registrar, Transfer Agent and Paying Agent Contract, to be dated as of March 1, 2015 or any later date (the "*Registrar Contract*"), by and between the District and Zions First National Bank, as registrar (the "*Registrar*"), to process the issuance, registration, transfer and payment of the Bonds. The District Board has determined by this Resolution to authorize the issuance of the Bonds and, in order to provide terms for, to privately place, and to provide for authentication and delivery of the Bonds by the Registrar, to authorize the execution and delivery of the Registrar Contract. The District Board hereby determines that the Bonds shall be privately placed with one or more Qualified Investors as such term is defined herein. (The original purchaser of the Bonds shall be referred to as the "*Original Purchaser*.")

(j) There has been placed on file with the District Clerk, and presented in connection herewith, the proposed form of Registrar Contract.

(k) The District Board hereby finds and determines that: (i) the amount of indebtedness evidenced by the Bonds does not exceed the estimated cost of the Project plus all costs connected with the public infrastructure purposes and issuance and sale of the Bonds to be financed therewith (collectively the "*Costs*"); (ii) the total Costs are less than or equal to the benefits derived from the Project; and (iii) based upon representations of Pulte Home

Corporation ("*Pulte*"), the value of each of the assessed parcels comprising the Assessment District is at least four (4) times the principal amount of the Bonds allocated to each such assessed parcel.

WHEREAS, this District Board has by resolution levied and approved, and the Superintendent of Streets has prepared and recorded, an assessment for the Project, and the Superintendent of Streets has executed, and the Chairman of the District Board has countersigned, a warrant to collect the several assessments; and

WHEREAS, the warrant and assessment have been returned; and

WHEREAS, Section 48-721, Arizona Revised Statutes, provides that the District Board may direct that special assessment lien bonds may be issued in an amount which shall not exceed the amount of unpaid assessments as may be shown on the certified list of unpaid assessments; and

WHEREAS, such certified list has been filed with the Clerk by the Superintendent of Streets and the District Board may cause bonds to be issued; and

WHEREAS, the District Board intends to sell assessment lien bonds and will receive a proposal from Stifel, Nicolaus & Company, Incorporated, serving in the capacity of and designated as the placement agent (hereinafter referred to as the "Placement Agent"), and not acting as a municipal advisor as defined in the "Registration of Municipal Advisors" rule promulgated by the United States Securities and Exchange Commission, and has determined that such assessment lien bonds should be placed by the Placement Agent and pursuant to the Strategic Alliance of Volume Expenditures (SAVE) Cooperative Response Proposal #C-007-1213; and

WHEREAS, the Placement Agent will submit such proposal to place the assessment lien bonds with one or more qualified investors as outlined in the attached Certificate of Qualified Investor letter, which includes officers of the Placement Agent. (the "Original Purchasers") pursuant to a standard form of placement agent agreement, to be dated the date of placement of the assessment lien bonds (hereinafter referred to as the "Placement Contract"), by and between the District and the Placement Agent, on such terms as may hereafter be approved by the District Treasurer and recommended by Wedbush Securities, Inc., the District's financial advisor; and

WHEREAS, by this resolution the District Board desires to (i) authorize the issuance of special assessment bonds payable from unpaid special assessments levied against lots or parcels of land benefiting from the Project; (ii) provide for issuance and delivery of such bonds to the Original Purchasers; (iii) establish the method of collecting unpaid special assessments; (iv) authorize the registrar to open books to register ownership of the bonds; (v) award the sale of the bonds to one or more Original Purchasers; and (vi) ratify and confirm all prior acts of this District Board, of the Superintendent of Streets and of the District Clerk with respect to the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT BOARD OF THE FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA), that:

**Section 1. Authorization.** Festival Ranch Community Facilities District (City of Buckeye, Arizona), Special Assessment Revenue Bonds, Series 2015 (Private Placement) (the "*Bonds*") are hereby authorized to be issued, in an aggregate principal amount of not to exceed \$288,000 pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended. The proceeds of the Bonds shall be used to finance the acquisition of the Project (as such term is defined in the Resolution of Intention), pay all Incidental Expenses and fund a Debt Service Reserve Fund (each as defined in the Resolution of Intention).

**Section 2. Bond Terms.** The Bonds shall be in denominations of \$25,000.00 each or any integral multiple of \$1,000 in excess thereof, shall mature on July 1 in some or all of the years 2015 to 2035, inclusive, shall be dated their date of initial delivery, and shall bear interest from their date to their maturity or prior redemption at the rate of not to exceed 7.50% per annum. If necessary to accommodate a Special Redemption pursuant to Section 3.A hereof, the Bonds be in denominations of less than \$25,000, in integral multiples of \$1,000. Interest on the Bonds (computed on the basis of a 360-day year of twelve 30-day months) is payable semiannually on January 1 and July 1 of each year (each such date shall be referred to as an "*Interest Payment Date*") beginning July 1, 2015, or such later date as set forth in the Placement Contract.

The principal of and premium, if any, on the Bonds shall be payable upon surrender thereof at the designated office of the Paying Agent (as hereinafter defined). Interest due on the Bonds on each Interest Payment Date shall be payable by check mailed to the persons (the "*Owners*") in whose names the Bonds are registered by the Bond Registrar and Paying Agent at the close of business on the fifteenth (15th) day of the calendar month next preceding the applicable Interest Payment Date or, if such day is not a business day, the previous business day (the "*Record Date*").

In the event that interest is not paid on an Interest Payment Date, the Bond Registrar and Paying Agent shall establish a special record date for the payment of such interest, if and when funds for the payment of such interest have been received. Notice of the special record date and of the scheduled payment date of the past due interest will be sent at least ten (10) days prior to the special record date, to the address of each Owner appearing on the Register (as such term is hereafter defined).

**Section 3. Redemption.** The Bonds are subject to special, optional and mandatory redemption prior to maturity in accordance with this Section

A. **Special Redemption.** All Bonds are subject to redemption prior to their stated maturity, at random, at the option of the District, on any Interest Payment Date, from proceeds received by the District from: (i) the prepayment of any assessment by the owner of any assessed real property or (ii) the proceeds of any foreclosure sale of any assessed real property due to a failure to pay an assessment installment. Such proceeds shall be deposited with the Bond Registrar and Paying Agent at least two business days prior to the date of redemption.

The special redemption shall be at a redemption price of par plus interest accrued to the date of redemption, without premium.

B. Optional Redemption. The Bonds will also be redeemable on or after July 1, 2025, or such other date theretofore or thereafter as may be approved by the District Manager or District Treasurer, at the option of the District prior to the applicable maturity in whole on any date or from time to time in part on any Interest Payment Date as randomly determined by the District Treasurer within the applicable maturity, upon payment of the applicable redemption price which will consist of the principal amount of the Bonds so redeemed plus interest, if any, on the Bonds so redeemed from the most recent Interest Payment Date to the applicable redemption date, without premium.

C. Mandatory Redemption. The Bonds may be subject to mandatory redemption prior to their stated maturity, pursuant to such terms as may be approved by the District Manager or District Treasurer.

D. Selection of Bonds to Be Redeemed. The District shall give notice to the Bond Registrar and Paying Agent of its intention to make any optional redemption or special redemption not less than 35 days prior to the date of such redemption. Such notice shall specify the type of redemption, the principal amount to be redeemed and the mandatory redemption requirements against which such redemption shall be credited. If less than all of the bonds are to be redeemed the Bond Registrar and Paying Agent shall select the Bonds or portions thereof to be redeemed in the amounts of \$1,000, by lot, by any reasonable method acceptable to the Bond Registrar and Paying Agent.

E. Notice and Effect of Redemption. Notice of redemption shall be mailed by the Bond Registrar and Paying Agent not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption to the registered owners of the Bonds to be redeemed at the address shown on the Register on the date the Bonds to be redeemed are selected. Failure to properly give notice of redemption shall not affect the redemption of any Bond for which notice was properly given.

If on the date of redemption of Bonds sufficient moneys for payment of the redemption price and accrued interest are held by the Bond Registrar and Paying Agent, interest on the Bonds so called for redemption will cease to accrue and such Bonds will cease to be entitled to any benefit or security under the Resolution except the right to receive payment from the moneys held for such Bonds.

**Section 4. Form of Bonds.** The Bonds shall be in substantially the form of Exhibit A attached hereto and incorporated by reference herein, with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by those officers executing the Bonds; execution thereof by such officers shall constitute conclusive evidence of such approval. If the book-entry system is discontinued, the Bonds shall be reissued in forms and authorized denominations that accommodate the requirements of non-book-entry bonds.

The Bonds may have notations, legends or endorsements required by law, securities exchange rule or usage. Each Bond shall show both the date of the issue and the date of such Bond's authentication and registration.

**Section 5. Collection of Assessment Installments.**

A. Collection. All assessments that are not paid in full shall remain collectible by the District Treasurer of the District, or by the Maricopa County Treasurer on behalf of the District pursuant to the terms of an agreement between the District and the County (the "Collections Agreement"), in installments of principal and interest. Installments of principal shall be paid on or before June 1st and December 1st of each year. Not less than thirty (30) days prior to the date any installment of principal or interest is due the District shall cause a notice of a request for payment to be mailed or distributed to the owners, as they may be known, of the assessed parcels and lots. On the day succeeding the date on which the installment becomes due, such unpaid installment shall become delinquent, and the District Treasurer for the District shall certify such fact in the records of the District and mark each installment delinquent and add five percent to the amount of each such installment, such amount to be paid to the District.

B. Nonpayment. In the event of nonpayment of any installment of any assessment the corresponding parcel or lot shall be subject to the procedures for collection and sale of such assessment and the parcels and lots corresponding to such delinquent assessment, as provided in Arizona Revised Statutes Sections 48-601 through 48-607, as amended from time to time, inclusive, except that neither the District nor the City of Buckeye, Arizona shall be required under any circumstances to purchase, or make any payment for the purchase of, the delinquent assessment and corresponding assessed parcel or lot.

**Section 6. Registrar, Transfer and Paying Agent.** The District shall maintain an office or agent where or through whom the Bonds may be presented for registration and transfer of the Bonds, and an office or agent for payment of principal and interest (the "*Bond Registrar and Paying Agent*"). So long as any Bonds are outstanding, the District will cause to be maintained by the Bond Registrar and Paying Agent a bond register for the registration and transfer of Bonds (the "*Register*"). The person in whose name any Bond is registered will be deemed and regarded as the absolute owner of the Bond for all purposes. The District may appoint one or more successor bond registrars or one or more additional paying agents. Each Bond Registrar and Paying Agent, successor registrar or additional paying agent, shall be required to agree in writing that the paying agent will hold in trust for the benefit of the various owners of the Bonds all money held by the paying agent for the payment of principal and interest on the Bonds. The Bond Registrar and Paying Agent may make reasonable rules and set reasonable requirements for its functions with respect to the owners of the Bonds.

Zions First National Bank is hereby named Bond Registrar and Paying Agent for the Bonds. The Bond Registrar and Paying Agent is directed to open the Register. The Register shall be the sole and only evidence of ownership of the Bonds.

The District Manager, District Treasurer, Clerk or other appropriate officer are hereby authorized to execute and deliver a registrar, transfer and paying agent agreement containing terms and in such form as the person executing such document shall deem appropriate.

The fees and costs of the Bond Registrar and Paying Agent to be paid by the District are deemed interest on the Bonds for purposes of collecting such amounts as interest on the assessments against the land in the District.

Each Bond will be transferable by the Owner thereof in person or by such person's attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar and Paying Agent duly executed by the registered holder or such holder's duly authorized attorney accompanied by a certificate in the form included with Exhibit A hereto. The restrictions on transfer of the Bonds will not be applicable after receipt by the Bond Registrar and Paying Agent of written approval of the District to the deletion of such transfer restrictions.

Any Bond upon surrender thereof to the Bond Registrar and Paying Agent, together with written instructions satisfactory to the Bond Registrar and Paying Agent and a certificate in the form included with Exhibit A hereto, duly executed by the registered holder or such holder's attorney duly authorized in writing, may, at the option of the registered holder thereof, be exchanged for an equal aggregate principal amount of Bonds of any other authorized denominations.

In connection with any such exchange or transfer of Bonds, the holder requesting such exchange or transfer must remit to the Bond Registrar and Paying Agent an amount sufficient to pay any tax or other charges required to be paid with respect to such exchange or transfer.

Neither the District nor the Bond Registrar and Paying Agent shall be required (1) to issue, transfer or exchange any Bond during a period beginning at the opening of business fifteen (15) days before the day of the first mailing of a notice of redemption of Bonds and ending at the close of business on the day of such mailing or (2) thereafter to transfer or exchange any Bond to be redeemed in whole or in part pursuant to such notice.

**Section 7. Mutilated, Destroyed, Lost and Stolen Bonds.** If (i) any mutilated Bond is surrendered to the Bond Registrar and Paying Agent, or the Bond Registrar and Paying Agent receives evidence to its satisfaction of the destruction or loss of any Bond, and (ii) there is delivered to the Bond Registrar and Paying Agent such security or indemnity as may be required by the Bond Registrar and Paying Agent to hold the Bond Registrar and Paying Agent and the District harmless, then, in the absence of notice to the Bond Registrar and Paying Agent that such Bond has been acquired by a *bona fide* purchaser and upon the holder paying the reasonable expenses of the District and the Bond Registrar and Paying Agent, the District will cause to be executed and the Bond Registrar and Paying Agent will authenticate and deliver, in exchange for such mutilated Bond or in lieu of such destroyed, lost or stolen Bond, a new Bond of like principal amount, date and tenor. In case any such Bond has become or is about to become due and payable, the District or the Bond Registrar and Paying Agent may pay such Bond instead of issuing a new Bond.

**Section 8. Execution of Bonds and Other Documents.**

A. **Bonds.** The Bonds shall be executed by the Chairman and attested by the Clerk by their facsimile signatures. If an officer whose signature is on a Bond no longer holds that office at the time the Bond is authenticated and registered, such Bond shall nevertheless be valid. A Bond shall not be valid or binding until authenticated by the manual signature of an authorized representative of the Registrar. Such signature shall be conclusive evidence that the Bond has been authenticated and issued under this resolution.

The District Treasurer is hereby authorized and directed to cause the Bonds to be delivered to or upon the order of the Original Purchasers upon receipt of payment therefor and satisfaction of the other conditions for delivery thereof in accordance with the terms of this Bond Resolution.

B. **Registrar Contract.** The District Board approves the form and orders and directs the execution of the Registrar, Transfer Agent and Paying Agent's Contract in substantially the form presented to the District Board.

The Chairman, any member of the District Board, District Manager or District Treasurer is authorized and directed to execute and deliver such agreements in substantially the form presented to this District Board with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by those officers executing such agreements on behalf of the District. The Clerk is authorized and directed to attest such signatures. Where applicable, any of the foregoing officers may affix their signatures by manual, mechanical or photographic means.

**Section 9. Creation of Funds and Accounts.** The following funds and accounts are hereby created and shall be held by the District:

(a) Festival Ranch Community Facilities District (City Of Buckeye, Arizona), Special Assessment Revenue Bonds, Series 2015 (Private Placement), Bond Fund, which shall include:

1. Principal Account
2. Interest Account

(b) The Acquisition Fund

(c) Debt Service Reserve Fund.

**Section 10. Flow of Funds.**

A. **Bond Fund.** The moneys in the Bond Fund shall be held by the District Treasurer and paid over to the Bond Registrar and Paying Agent within three (3) business days of each principal or Interest Payment Date. The District Treasurer shall make such arrangements as are necessary to insure proper payment to the Bond Registrar and Paying Agent.

B. Investment of Bond Fund. All moneys directed by this Resolution to be placed in the Bond Fund shall be invested pending payments to the Bond Registrar and Paying Agent in "Investment Securities," which are hereby defined as any securities in which sinking funds of the State of Arizona may be invested.

C. Deposits to Proper Accounts. All moneys received by the District Treasurer from the collections of the installments of principal and interest on the assessments shall be allocated as to principal and interest and deposited to the proper account of the Bond Fund. The Bonds shall be payable from and secured by the amounts held in the Bond Fund.

D. Acquisition Fund.

(a) The District shall deposit to the Acquisition Fund an amount of Bond proceeds as determined by the District Treasurer.

(b) The date of completion of the Project (the "*Completion Date*") shall be evidenced to the District by a certificate signed by the Owner stating that:

- (i) The Project has been completed in accordance with the plans and specifications therefor (such certification can rely upon the opinion of an inspector or consultant retained by the Owner) and all labor, services, materials and supplies used in the Project has been paid for and acknowledgments of such payments have been obtained from all contractors and suppliers; and
- (ii) All other facilities necessary in connection with the Project have been constructed, acquired and installed in accordance with the plans and specifications therefor (such certification can rely upon the opinion of an inspector or consultant retained by the Owner), and all costs of acquisition of the Project have been paid.

Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. Within ten (10) days following the Completion Date, the District shall transfer any balance in the Acquisition Fund (except moneys retained for expenses not yet due and payable) into the Principal and Interest Accounts in the Bond Fund for application to the redemption of Bonds.

Notwithstanding anything contained in this Section 10, on March 1, 2018, any amounts remaining in the Acquisition Fund shall be transferred to the Principal and Interest Accounts of the Bond Fund and applied to the redemption of Bonds.

E. Debt Service Reserve Fund.

(a) The District shall deposit to the Debt Service Reserve Fund Bond proceeds in an amount equal to the lesser of: (i) ten percent (10%) of the outstanding principal

amount of the Bonds; (ii) an amount equal to at the time of computation, the greatest annual payment of principal and interest of the Bonds occurring in the then-current, or any subsequent, fiscal year (the "*Maximum Annual Debt Service*"); or (iii) such amount as required by the Internal Revenue Code of 1986, as amended, to obtain or maintain the exclusion of interest from gross income for federal income tax purposes for the Bonds, pursuant to an opinion of bond counsel (the "*Reserve Fund Requirement*"). Moneys deposited to the Debt Service Reserve Fund shall be invested in Investment Securities.

(b) On, or, if either day is not a Business Day, before June 29, 2015 and December 30, 2015 and each year thereafter, the District shall, to the extent the moneys in the Debt Service Reserve Fund exceed the Reserve Fund Requirement, transfer from the Debt Service Reserve Fund to the Principal and Interest Accounts of the Bond Fund the difference between the amount in the Bond Fund on such date and the amount necessary to pay the principal of and interest, respectively, on the Bonds on the next succeeding July 1 or January 1, as the case may be.

(c) If at any time it appears to the District Treasurer that the collection of installments of assessments will not raise money sufficient to pay the then forthcoming principal or interest payment on the Bonds, the District Treasurer is authorized to liquidate any or all investments in the Debt Service Reserve Fund and transfer such amounts to the Principal or Interest Accounts as is necessary to make timely payments of principal or interest or both on the Bonds. The District Treasurer shall reimburse the Debt Service Reserve Fund from either: (i) the proceeds from the sale of delinquent assessment which sales are conducted pursuant to Arizona Revised Statutes Sections 48-601 inclusive, provided Section 48-607 is hereby revised to require the District Treasurer to apply sales proceeds to the Debt Service Reserve Fund or (ii) from all future installments on the assessments; provided, however, that no payments shall be made to the Debt Service Reserve Fund which will prejudice the punctual payment of principal and interest on the Bonds.

(d) If, after a Debt Service Reserve Fund withdrawal, the Debt Service Reserve Fund is less than the Reserve Fund Requirement, the District shall reimburse the Debt Service Reserve Fund, to the extent moneys are realized, from either: (i) the proceeds from the sale of delinquent Assessments, which sales are conducted in the manner described in Arizona Revised Statutes, Sections 48-601 through 48-607, inclusive, as amended from time to time, provided, however, Section 48-607 is revised to require the sales proceeds to be deposited to the Debt Service Reserve Fund and neither the District nor the City of Buckeye, Arizona (the "*City*") shall be required under any circumstances to purchase, or make any payment for the purchase of the delinquent Assessment and corresponding assessed parcel or lot; or (ii) from all future installment payments on the Assessments, provided, however, only to the extent that such portion of such installment payments is not required for the timely payment of debt service on the Bonds.

(e) Any investment profits realized from the investment of moneys in the Debt Service Reserve Fund shall remain in and be part of the Debt Service Reserve Fund; provided, however, if moneys in the Debt Service Reserve Fund are in excess of the Reserve Fund Requirement, such excess amount attributed to investment earnings shall be transferred to

the Interest Account of the Bond Fund and applied from time to time pursuant to Section 10 hereof.

(f) If the amount held in the Debt Service Reserve Fund together with the amount held in the Bond Fund is sufficient to pay the principal amount of all outstanding Bonds on a redemption date, together with the interest accrued on such Bonds as of such redemption date, the moneys shall be transferred to the Principal and Interest Accounts of the Bond Fund and thereafter used to redeem all Bonds as of such redemption date.

(g) On the final maturity date of the Bonds, the District Treasurer shall use any moneys remaining in the Debt Service Reserve Fund to pay the final maturities of principal and interest on the Bonds.

**Section 11. Use of Proceeds.** The amounts received from the sale of the Bonds shall be deposited to the Funds and Accounts created in Section 9 hereof in the manner provided in this Bond Resolution. This Bond Resolution shall be construed as consent of this District Board to invest such funds, pending use, in any Investment Securities.

**Section 12. Resolution a Contract.** This resolution shall constitute a contract between the District and the Owners of the Bonds and shall not be repealed or amended in any manner which would impair, impede or lessen the rights of the registered owners of the Bonds then outstanding. The performance by the District Board of the obligations in this resolution, in the Bonds and the other agreements listed in Section 8 hereof is hereby authorized and approved.

**Section 13. Cancellation of Agreement.** The District hereby gives notice to the Bond Registrar and Paying Agent and the Original Purchasers that Section 38-511, Arizona Revised Statutes, as amended, provides that, within three years after execution of any agreement, the District may cancel such agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the District or any of its departments or agencies is at any time while the agreement or any extension of the agreement is in effect an employee or agent of the Bond Registrar and Paying Agent or the Original Purchasers in any capacity or a consultant to the Bond Registrar and Paying Agent or the Original Purchasers with respect to the subject matter of the agreement.

**Section 14. Exclusion of Interest from Gross Income.** In consideration of the purchase and acceptance of the Bonds by the owners thereof and, as authorized by Arizona Revised Statutes, Title 35, Article 7 enacted as Chapter 226, Laws of 1986, in consideration of retaining the exclusion of interest income on the Bonds from gross income for purposes of calculating federal income tax the District covenants with the owners from time to time of the Bonds to neither take nor fail to take any action which action or failure to act is within its power and authority and would result in interest on the Bonds becoming included as gross income for purposes of calculating federal income taxes under laws existing on the date of issuance of the Bonds.

Without limiting the generality of the foregoing, the District agrees that it will comply with such requirements as in the opinion of Gust Rosenfeld P.L.C. are necessary to prevent interest on the Bonds becoming included as gross income for purposes of calculating

federal income taxes. Such requirements may include but are not limited to making further specific covenants; making truthful certifications and representations and giving necessary assurances; complying with all representations, covenants and assurances contained in certificates or agreements to be prepared by bond counsel; paying to the United States of America any required amounts representing rebates of arbitrage profits relating to the Bonds; filing forms, statements and supporting documents as may be required under the federal tax laws; limiting the term of and yield on investments made with moneys relating to the Bonds; and limiting the use of the proceeds of the Bonds and property financed thereby.

**Section 15. Requirements for Unrestricted Transfer.** Prior to consent of this District Board otherwise, the Bonds will be transferable to and registered in the name of Qualified Investor (as hereinafter defined) and the Bond Registrar and Paying Agent shall not transfer any Bond to a person other than a Qualified Investor. Prior to consent of this District Board otherwise, the Bond Registrar and Paying Agent shall transfer the Bonds only upon receipt from the transferee of a certificate in the form included with Exhibit A hereto. The initial Qualified Investors (the Original Purchasers) have acknowledged that no disclosure documents were prepared and that they have obtained all information necessary to make an investment in the Bonds. For purposes of this resolution, "*Qualified Investor*" means a qualified institutional buyer, as such term is defined in Rule 144A of the Securities Act of 1933, as amended, or an accredited investor as defined in Rule 501 of Regulation D of the United States Securities Exchange Commission, who executes the Certificate of Qualified Investor included with Exhibit A hereto.

**Section 16. No Obligation of City.** Nothing contained in this Resolution, the Bond Documents or any other instrument shall be construed as obligating the City or the State of Arizona (the "*State*") or any political subdivision of either (other than the District) or as incurring a charge upon the general credit of the City and the State nor shall the breach of any agreement contained herein, the Registrar Contract or any other instrument or documents executed in connection therewith impose any charge upon the general credit of the City and the State.

**Section 17. Actions Authorized and Ratified.** All actions taken by the District with respect to the Project, the levying and collection of the assessment and the issuance and sale of the Bonds are hereby ratified and confirmed. The proper officers and agents of the District are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the District as may be necessary to carry out the terms and intent of this resolution.

**PASSED AND ADOPTED** by the District Board of Directors of the Festival Ranch Community Facilities District (City of Buckeye, Arizona) on March 3, 2015.

\_\_\_\_\_  
Jackie A. Meck, District Chairman

ATTEST:

\_\_\_\_\_  
District Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gust Rosenfeld P.L.C.  
Bond Counsel

CERTIFICATE

I hereby certify that the above and foregoing Resolution was duly passed by the District Board of Directors of the Festival Ranch Community Facilities District (City of Buckeye, Arizona) at a regular meeting held on March 3, 2015, and that a quorum was present thereat and that the vote thereon was \_\_\_\_\_ ayes and \_\_\_\_\_ nays; \_\_\_\_\_ did not vote or were absent.

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Clerk

EXHIBIT A

[FORM OF BOND]

No. R-\_\_\_\_\_

\$\_\_\_\_\_

UNLESS THE PROVISIONS OF THE HEREINAFTER DESCRIBED INDENTURE PROVIDE OTHERWISE, BENEFICIAL OWNERSHIP INTERESTS IN THE BONDS ARE ONLY TRANSFERABLE IN CONNECTION WITH A SALE TO OR THROUGH A BROKER-DEALER IN MINIMUM AUTHORIZED DENOMINATIONS OF \$25,000 OR MORE TO A "QUALIFIED INVESTOR" UPON RECEIPT BY THE TRUSTEE OF THE "CERTIFICATE OF QUALIFIED INVESTOR" IN THE FORM INCLUDED IN THIS BOND. THE TERM "QUALIFIED INVESTOR" SHALL HAVE THE MEANINGS SET FORTH IN THE FORM OF CERTIFICATE INCLUDED IN THIS BOND.

UNITED STATES OF AMERICA  
STATE OF ARIZONA

**FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT  
(CITY OF BUCKEYE, ARIZONA)  
ASSESSMENT DISTRICT NO. 9  
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2013**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP No.</u>
_____%	July 1, 20__	_____, 2015	315599 ____

REGISTERED OWNER: [NAME OF PURCHASER]

PRINCIPAL AMOUNT: \_\_\_\_\_ AND NO/100 DOLLARS (\$\_\_\_\_\_)

Festival Ranch Community Facilities District, a community facilities district formed by the City of Buckeye, Arizona, and duly organized and validly existing, pursuant to the laws of the State of Arizona (hereinafter referred to as the "Issuer"), for value received, hereby promises to pay to the "Registered Owner" specified above or registered assigns (herein referred to as the "Holder"), on the "Maturity Date" specified above, the "Principal Amount" specified above and to pay interest (calculated on the basis of a 360-day year of twelve 30-day months) on the unpaid portion thereof from the "Original Issue Date" specified above, or from the most recent "Interest Payment Date" (as such term is hereinafter defined) to which interest has been paid or duly provided for, until paid or the payment thereof is duly provided for at maturity, semiannually on each January 1 and July 1, commencing July 1, 2015 (each an "Interest Payment Date"), at the per annum "Interest Rate" specified above.

As provided in the Bond Resolution, the interest, principal and Redemption Price (as such term and all other terms used herein and not defined are defined in the Indenture) payable on the Bonds shall be paid to the Registered Owner in same-day funds in accordance with then existing arrangements between the Issuer and the Registered Owner.

If the specified date for any such payment shall not be a Business Day, then such payment may be made on the next succeeding day which is a Business Day without additional

interest and with the same force and effect as if made on the specified date for such payment, except that in the event of a moratorium for banking institutions generally at the Place of Payment or in the city where the principal corporate trust office of the Paying Agent is located, such payment may be made on such next succeeding day except that the Bonds on which such payment is due shall continue to accrue interest until such payment is made or duly provided for.

Words with initial capitals shall have such meanings set forth in the Bond Resolution, unless otherwise defined herein.

Neither the full faith and credit nor the general taxing power of the Issuer, the City of Buckeye, Arizona, Maricopa County, Arizona or the State of Arizona or any political subdivision thereof is pledged to the payment of the Bonds.

Unless the Certificate of Authentication hereon has been executed by the Registrar, by manual signature, this Bond shall not be entitled to any benefit under the hereinafter described Bond Resolution or be valid or obligatory for any purpose.

This Bond is one of a duly authorized issue of assessment revenue bonds of the Issuer having the designation specified in its title (herein referred to as the "*Bonds*"), issued in one series, with the limitations described herein. Pursuant to Resolution No. 04-15, adopted on March 3, 2015 (herein referred to as the "*Bond Resolution*"), the District Board of the Issuer authorized the issuance and sale of not to exceed \$288,000 aggregate principal amount of Bonds for the purpose of financing the costs of acquiring certain public infrastructure, including particularly the acquisition by the Issuer of the improvements and public infrastructure purposes (the "*Improvements*") described in Resolution No. 02-15 which was adopted by the District Board of the Issuer on February 3, 2015. Reference is hereby made to the Bond Resolution for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder of the Registered Owner and the Issuer, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which the Registered Owner hereby consents. All Bonds issued under the Bond Resolution are equally and ratably secured by the amounts thereby pledged and assigned.

The Bonds are limited obligations of the Issuer payable only out of the special fund to be collected from special assessments (the "*Assessments*") levied only against the lots or parcels of land fronting on or benefited by the Improvements (the "*Assessed Property*") and from amounts held by the Issuer in the Debt Service Reserve Fund (the "*Debt Service Reserve Fund*") under the Bond Resolution. The Assessed Property represents approximately 144 residential lots within Assessment District No. 9 within the District. Said special fund is set apart in accordance with the laws of the state and pursuant to the Bond Resolution for the payment of the Bonds and can be used for no other purpose.

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to or in the issuance of this Bond have been performed, exist, and have been done, in regular and due time, form, and manner, as required by law, and that the Assessments from which said Bonds are to be paid are first liens on the property assessed, subject only to the lien for general taxes and prior special assessments. For the levy of the Assessment, reassessment, collection and payment of said Assessments, the full faith and diligence

of the Issuer are hereby irrevocably pledged. In case any provision in this Bond or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. This Bond shall be construed in accordance with and governed by the laws of the State of Arizona.

The amount required to be held in the Debt Service Reserve Fund (the “*Debt Service Reserve Fund Requirement*”) may be reduced from time to time if Maximum Annual Debt Service on the Bonds is reduced. Any amount held in the Debt Service Reserve Fund in excess of the Debt Service Reserve Fund Requirement may be transferred to the Bond Fund and used to make payment of principal and interest on the Bonds either at maturity or prior redemption.

Investment earnings on the Debt Service Reserve Fund, to the extent not needed to return the Debt Service Reserve Fund to the Debt Service Reserve Fund Requirement, to pay debt service on the Bonds, or to pay rebate to the United States, will be deposited into the Bond Fund.

Notwithstanding any provision hereof or of the Bond Resolution, however, the Bond Resolution may be released and the obligation of the Issuer to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Governmental Obligations sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in the denominations of \$25,000 and any \$1,000 multiple in excess thereof.

All Bonds are subject to redemption prior to their stated maturity, at random, at the option of the District, on any Interest Payment Date, from proceeds received by the District from: (i) the prepayment of any assessment by the owner of any assessed real property or (ii) the proceeds of any foreclosure sale of any assessed real property due to a failure to pay an assessment installment. Such proceeds shall be deposited with the Bond Registrar and Paying Agent at least two business days prior to the date of redemption. The special redemption shall be at a redemption price of par plus interest accrued to the date of redemption, without premium.

The Bonds will also be redeemable on or after July 1, 2025, or such other date theretofore or thereafter as may be approved by the District Manager or the District Treasurer, at the option of the District prior to the applicable maturity in whole on any date or from time to time in part on any Interest Payment Date as randomly determined by the District Treasurer within the applicable maturity, upon payment of the applicable redemption price which will consist of the principal amount of the Bonds so redeemed plus interest, if any, on the Bonds so redeemed from the most recent Interest Payment Date to the applicable redemption date, without premium.

The Bonds are subject to mandatory redemption prior to their stated maturity, at random, at a redemption price of par plus interest accrued to the date of redemption, but without premium on the following dates and in the following principal amounts:

Redemption Date  
(July 1)

Principal  
Amount

Whenever Bonds which are subject to mandatory redemption are purchased, redeemed (other than pursuant to mandatory redemption) or are delivered by the Issuer to the Bond Registrar and Paying Agent for cancellation, the principal amount of the Bonds so retired shall satisfy and be credited against any mandatory redemption requirements for the Bonds for such years as the District may direct.

Notice of redemption shall be mailed not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption to the Registered Owner to be redeemed, at the address appearing in the Bond Register.

As provided in the Bond Resolution and subject to certain limitations therein set forth, this Bond is transferable on the Bond Register of the Issuer, upon surrender of this Bond for transfer to the Paying Agent at the Place of Payment duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Paying Agent duly executed by, the registered Holder hereof or his attorney duly authorized in writing, and thereupon one or more new fully registered Bonds of authorized denominations and for the same aggregate principal amount shall be issued to the designated transferee or transferees. Notwithstanding any other provision of this Bond to the contrary, this Bond or any beneficial interest herein is nontransferable unless the transferee or transferees are Qualified Investors and, if Qualified Investors, such Qualified Investors provide the Registrar a completed certificate of qualified investor in the form included in this Bond.

As provided in the Bond Resolution and subject to certain limitations therein set forth, Bonds are exchangeable for a like aggregate principal amount of Bonds in authorized denominations, as requested by the Holder, upon surrender of the Bonds to be exchanged to the Paying Agent at the Place of Payment.

The Paying Agent may require payment of a sum sufficient to cover any tax or other charges payable in connection therewith.

The Issuer and the Paying Agent any agent of either of them may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Bond be overdue, and none of the Issuer, the Paying Agent and any such agent shall be affected by notice to the contrary.

Neither the full faith and credit nor the general taxing power of the Issuer, the City of Buckeye, Arizona, Maricopa County, Arizona or the State of Arizona or any political subdivision thereof is pledged to the payment of the Bonds.

Unless the Certificate of Authentication hereon has been executed by the Paying Agent, by manual signature, this Bond shall not be entitled to any benefit under the Bond Resolution or be valid or obligatory for any purpose.

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to or in the issuance of this Bond have been performed, exist, and have been done, in regular and due time, form, and manner, as required by law, and that the Assessments from which said Bonds are to be paid are first liens on the property assessed, subject only to the lien for general taxes and prior special assessments. In case any provision in this Bond or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. This Bond shall be construed in accordance with and governed by the laws of the State of Arizona.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be duly executed.

**FESTIVAL RANCH COMMUNITY  
FACILITIES DISTRICT (CITY OF  
BUCKEYE, ARIZONA)**

By \_\_\_\_\_  
Jackie A. Meck, District Chairman

ATTEST:

\_\_\_\_\_  
District Clerk

Dated: \_\_\_\_\_

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CERTIFICATE OF AUTHENTICATION

This is one of the Bonds referred to in the within-mentioned Indenture.

**ZIONS FIRST NATIONAL BANK**, as Registrar  
and Paying Agent

By \_\_\_\_\_  
Authorized Representative

DATE: \_\_\_\_\_

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**The following abbreviations, when used in the inscription on the face of the within bond, shall be construed as though they were written out in full according to applicable laws or regulations:**

TEN COM – as tenants in common  
TEN ENT – as tenants by the entireties  
JT TEN – as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT/TRANS MIN ACT \_\_\_\_\_  
(Cust.)  
Custodian for \_\_\_\_\_ (Minor)  
Under Uniform Gifts/Transfers to Minors Act of \_\_\_\_\_  
(State)

**Additional abbreviations may also be used though not in the above list.**

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto  
(Print or typewrite name, address, and zip code of transferee: \_\_\_\_\_)  
(Print or typewrite Social Security or other identifying number of transferee: \_\_\_\_\_) the  
within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints (Print or  
typewrite name of attorney) \_\_\_\_\_, attorney, to transfer the within Bond on the books kept  
for registration thereof, with full power of substitution in the premises.

DATED: \_\_\_\_\_  
Signature guarantee should be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee

\_\_\_\_\_  
NOTICE: The signature(s) on this assignment must correspond with the name(s) of the registered owner(s) appearing on the face of the within Bond in every particular

["CERTIFICATE OF QUALIFIED INVESTOR"]

FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT

ZIONS FIRST NATIONAL BANK, as Registrar and Paying Agent

Re: Festival Ranch Community Facilities District  
(City of Buckeye, Arizona)  
Assessment District No. 9  
Special Assessment Revenue Bonds, Series 2015 (Private Placement)

Please be advised that the undersigned is, or is an authorized officer of, the purchaser (in either case, the purchaser is hereinafter referred to as the "*Purchaser*") of a beneficial ownership interest in the captioned bonds (hereinafter referred to as the "*Bonds*") in the aggregate principal amount of \$288,000. The undersigned hereby acknowledges that the Bonds (i) are not being registered under the federal Securities Act of 1933, as amended (the "*Securities Act*"), in reliance upon certain exemptions set forth in the Securities Act, (ii) are not being registered or otherwise qualified for sale under the "blue sky" laws and regulations of the State of Arizona or any other state, (iii) will not be listed on any stock or other securities exchange, (iv) will not carry any bond rating from any rating service and (v) are not likely to be readily marketable. The Purchaser assumes all responsibility for complying with any applicable federal and state securities laws in connection with any subsequent offer and sale of such interest in the Bonds and agrees to only offer and sell such interest to or through a broker, dealer or broker-dealer.

In regard to the foregoing, the undersigned hereby certifies, acknowledges, warrants and represents that:

(1) The Purchaser is one of the following:

(a) a "qualified institutional buyer," as such term is defined in Rule 144A, of the Securities Act;

(b) an "accredited investor" as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission;

(c) officers of Stifel, Nicolaus & Company, Incorporated; or

(d) an entity in which all of the equity owners, either directly or indirectly, are of the type described under paragraphs (a), (b) or (c) above.

(2) Such purchase of an interest in the Bonds is for the account of the Purchaser, for the purpose of investment and not with a present intent for distribution or resale.

(3) An opportunity was available to obtain and the Purchaser has obtained all information which was regarded by the Purchaser as necessary to evaluate and has evaluated the merits and risks of investment in the Bonds, and after such evaluation, the Purchaser understood and knew that investment in the Bonds involved certain risks, including, but not limited to, those related to limited security and source for payment of the Bonds, the volatility of land values, the concentration of ownership of land subject to assessment for payment of the Bonds, the possible transfer of such land by such owner, the failure or

inability of such owner as developer to complete proposed development of such land, and possible delays in payment of the Bonds caused by the bankruptcy and foreclosure of any assessed land owner.

(4) The Purchaser is experienced in transactions such as those relating to the Bonds, is knowledgeable and fully capable of independent evaluation of the risks involved in investing in the Bonds and did not rely on the addressee District or the City of Buckeye, Arizona (the "City"), or any official, officer, director, council member, advisor, employee or agent of either in making its decision to invest in the Bonds.

(5) The Purchaser acknowledges that no offering document, such as an official statement, was prepared by the District and the Purchaser agrees it has obtained all information necessary to make an investment in the Bonds. Neither the District nor the City, nor the respective officials, officers, directors, council members, advisors, employees and agents of either have undertaken to furnish, nor has the undersigned requested, information that may have been furnished to the undersigned by any third party in connection with investment of the Bonds.

\_\_\_\_\_  
[PURCHASER]

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[END OF "CERTIFICATE OF QUALIFIED INVESTOR"]

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CERTIFICATE OF AUTHENTICATION

This is one of the Bonds referred to in the within-mentioned Bond Resolution.

ZIONS FIRST NATIONAL BANK, as Registrar  
and Paying Agent

By \_\_\_\_\_  
Authorized Representative

DATE: \_\_\_\_\_

\$288,000  
FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT  
(CITY OF BUCKEYE, ARIZONA)  
ASSESSMENT DISTRICT NO. 9

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PLACEMENT CONTRACT

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Upon the terms and conditions and based upon the representations, warranties and covenants set forth herein, Stifel, Nicolaus & Company, Incorporated (the "Placement Agent") offers to enter into this Placement Contract with Festival Ranch Community Facilities District (City of Buckeye, Arizona) (the "Issuer"), which, upon acceptance of this offer and subject to Paragraph 5 hereof, shall be binding upon the Issuer and the Placement Agent. This offer is made subject to acceptance of this Placement Contract by the Issuer on or before \_\_\_\_\_, 2015, and, if not so accepted, will be subject to withdrawal by the Placement Agent upon notice delivered to your office at any time prior to acceptance hereof. If the obligations of the Placement Agent shall be terminated for any reason permitted hereby, neither the Placement Agent nor the Issuer shall be under further obligation hereunder.

The above-captioned bonds (the "Bonds") are to be issued pursuant to Resolution No. 04-15 (Festival Ranch) (the "Bond Resolution"). Unless otherwise indicated, each capitalized, undefined term used herein shall have the meaning assigned to it in the Bond Resolution.

1. The Placement Agent shall use its best efforts to locate purchasers for all, but not less than all, of the Bonds (the "Purchasers") at a purchase price of not less than par (the "Purchase Price") and on terms consistent with the Bond Resolution. If the Purchasers purchase the Bonds on the Closing Date, the Issuer will pay a placement fee equal to \$14,400.00 (the "Fee") to the Placement Agent on the Closing Date.

2. The undersigned, on behalf of the Issuer, but not individually, hereby represents and warrants to the Placement Agent (and it shall be a condition of the obligation of the Placement Agent to perform under this Placement Contract that it shall be represented and warranted on the Closing Date) that:

(a) The Issuer is duly created and validly existing as a community facilities district of the State of Arizona (the "State") with power to adopt the Bond Resolution, perform the agreements on its part contained therein and in the agreements approved thereby and issue the Bonds.

(b) The Issuer has complied and, in all respects on the Closing Date will be in compliance, with all of the provisions of applicable law of the State.

(c) The Issuer has duly adopted the Bond Resolution, and the Issuer has duly authorized and approved the execution and delivery of the Collections Agreement (as such term is defined in the Bond Resolution) and this Placement Contract (collectively, the "Bond Documents"), as well as the performance of its obligations contained in the Bonds and the consummation by it of all other transactions contemplated hereby.

(d) The Issuer is not in breach of or default under any applicable law or administrative regulation of the State or any department, division, agency or instrumentality thereof, or of the United States, or any applicable judgment or decree or any loan agreement, note, resolution, certificate, agreement or other instrument to which the Issuer is a party or is otherwise subject, which breach or default would materially and adversely affect the Issuer or its ability to perform its duties and obligations under the Bond Documents, and the execution and delivery of this Placement Contract, the execution of the other of the Bond Documents and the execution and issuance of the Bonds and compliance with the provisions of each will not conflict materially with or constitute a material breach of or default under any applicable law or administrative regulation of the State or under any certificate, agreement or other instrument to which the Issuer is a party or is otherwise subject, which breach or default would materially and adversely affect the Issuer or its ability to perform its duties and obligations under the Bond Documents.

(e) No litigation is pending or overtly threatened in any court in any way affecting the existence of the Issuer or the title of the members of the District Board of the Issuer to their respective offices or seeking to restrain or to enjoin the sale, issuance or delivery of the Bonds, or the collection or pledge of any revenues pledged or to be pledged under the Bond Documents to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Bond Resolution or this Placement Contract, or contesting the powers of the Issuer or the members of the District Board with respect to the Bonds.

(f) The Issuer will apply the proceeds of the Bonds in accordance with the applicable terms of the Indenture.

3. (a) At or prior to 11 a.m. M.S.T. on the Closing Date, the Bonds will be delivered, in definitive fully registered form, duly executed, and, if to be registered in the name of The Depository Trust Company, New York, New York ("DTC"), registered in the name of Cede & Co., as the nominee of DTC, in denominations specified by the Purchasers, together with the other documents hereinabove mentioned, upon payment of the Purchase Price by wire transfer, in immediately available funds, to the Trustee. Delivery as aforesaid shall be made at a time and place, as shall have been mutually agreed upon by authorized representatives of the Placement Agent and the Issuer, and such payment shall be made simultaneously therewith. This payment and delivery is herein called the "Closing."

(b) On the Closing Date, the Placement Agent shall receive a copy of each of the following documents, each dated the Closing Date:

- (i) a certified copy of the Bond Resolution;
- (ii) opinions of Bond Counsel, Gust Rosenfeld P.L.C. ("Bond Counsel"), in form and substance satisfactory to the Placement Agent;
- (iii) a certificate, signed by an authorized officer of the Issuer, to the effect that (i) the representations, warranties and covenants of the Issuer contained herein are true and correct in all material respects on and as of the Closing Date, with the same effect as if made on the Closing Date; (ii) no litigation is pending or, to the knowledge of such officer, threatened in any court in any way affecting the existence of the Issuer or the titles of its officers or directors to their respective positions, or seeking to restrain or to enjoin the sale, issuance or delivery of the Bonds, or the collection of any revenues or assets of the Issuer pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the Bond Resolution or this Placement Contract, or contesting the powers of the Issuer or its authority with respect to the Bonds, the Bond Resolution or this Placement Contract (but in lieu of or in conjunction with such certificate, the Placement Agent may, in the sole discretion of an authorized representative thereof, accept certificates or opinions of counsel to the Issuer, acceptable to such representative, that in the opinion of such counsel the issues raised in any pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit) and (iii) the Issuer has complied in all material respects with the Bond Resolution and the terms of the Bonds and satisfied all material conditions on its part to be performed or satisfied at or prior to the delivery of the Bonds;
- (iv) a letter from each of the Purchasers as required by the Resolution, in form and substance satisfactory to the Placement Agent and the Issuer and
- (v) such additional certificates, instruments or opinions as Bond Counsel, the Issuer or the Placement Agent may deem necessary or desirable.

All certificates, instruments, opinions and documents referred to above and any resolutions shall be in form and substance satisfactory to authorized representatives of Bond Counsel, the Issuer and the Placement Agent.

4. The obligation of the Placement Agent to use its best efforts to place the Bonds shall be subject to the performance by the Issuer of the obligations thereof provided hereby in all material respects at or prior to the Closing, and the accuracy in all material respects of the representations and warranties of the Issuer contained herein and shall also be subject to the following conditions:

(a) The Bond Documents shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to by the Placement Agent;

(b) The Issuer shall have arranged for payment of the Fee at the time of the Closing and

(c) All of the other obligations of the Issuer required under or specified in this Placement Contract and the Bond Resolution to be performed at or prior to the Closing shall have been performed in all material respects.

5. This Placement Contract may be terminated by the Placement Agent by notification in writing to you at your office if at any time subsequent to the date hereof and at or prior to the Closing: (i) the marketability or market price of the Obligations, in the reasonable opinion of the Placement Agent, has been materially adversely affected by (a) an amendment to the Constitution of the United States or the Constitution of the State, (b) any introduced or enacted federal or State legislation, (c) any decision of any federal or State court, (d) any ruling or regulation (final, temporary or proposed) of the Treasury Department of the United States, the Internal Revenue Service or other federal or State authority or (e) any bill favorably reported out of committee in either house of the Congress of the United States, in any such case affecting the tax status of the Issuer, its securities (including the Obligations) or the interest thereon, or any tax exemption granted or authorized by the Internal Revenue Code of 1986, as amended, or the statutes of the State; (ii) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission shall be issued or made to the effect that the offering, sale and issuance of the Bonds without registration thereof or obligations of the general character of the Bonds is in violation of any provision of the Securities Act of 1933 or of the Trust Indenture Act of 1939; (iii) in the Congress of the United States, legislation shall be enacted or a bill shall be favorably reported out of committee of either house, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that securities of the issuer or of any similar body are not exempt from the registration, qualification or other requirements of the Securities Act of 1933 or the Trust Indenture Act of 1939; (iv) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency; (v) there shall have occurred a general suspension of trading on the New York Stock Exchange or (vi) a general banking moratorium shall have been declared by the United States, State of New York, or the State authorities.

6. There shall be paid solely from the developer contribution, upon or promptly after the Closing: (a) the cost of the preparation and printing of the Bonds; (b) the fees and disbursements of Bond Counsel and of any other counsel or consultants retained by the Issuer, including the financial advisor, DTC/CUSIP; (c) the Fee and (d) the initial fees and expenses of the Trustee. The Placement Agent shall be under no obligation to pay any expenses incident to this Placement Contract.

7. The agreements and all representations and warranties herein set forth have been and are made for the benefit of the Placement Agent and the Issuer, and no other person shall acquire or have any right under or by virtue of this Placement Contract.

8. This Placement Contract shall become effective upon the execution of the acceptance hereof by an authorized officer of the Issuer and shall be valid and enforceable as of the time of such acceptance. This Placement Contract may be executed in several counterparts, each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

9. This Placement Contract shall be governed by and construed in accordance with the law of the State. As required by the provisions of Section 38-511, Arizona Revised Statutes, as amended, notice is hereby given that the State, its political subdivisions (including the Issuer) or any department or agency of either may, within three (3) years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor or the chief executive officer or governing body of the political subdivision is received by all other parties to the contract unless the notice specifies a later time. The State, its political subdivisions or any department or agency of either may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any department or agency of either from any other party to the contract arising as the result of the contract. This Section is not intended to expand or enlarge the rights of the Issuer hereunder except as required by such Section. Each of the parties hereto hereby certifies that it is not presently aware of any violation of such Section which would adversely affect the enforceability of this Placement Contract and covenants that it shall take no action which would result in a violation of such Section.

10. If any provision of this Placement Contract shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance or of rendering any other provision or provisions of this Placement Contract invalid, inoperative or unenforceable to any extent whatever.

Respectfully submitted,

STIFEL, NICOLAUS & COMPANY,  
INCORPORATED

\_\_\_\_\_  
B. Mark Reader, Managing Director

ACCEPTED this \_\_\_\_ day of  
\_\_\_\_\_, 2015.

FESTIVAL RANCH COMMUNITY FACILITIES  
DISTRICT (City of Buckeye, Arizona)

By \_\_\_\_\_  
Jackie A. Meck, Chairperson, District  
Board

\_\_\_\_\_  
Lucinda Aja, District Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott Ruby, District Counsel

**BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT CONTRACT FOR BONDS OF FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)**

This Bond Registrar, Transfer Agent and Paying Agent Contract dated as of March 1, 2015 (the "*Contract*"), is made and entered into between the **FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)** (hereinafter called the "*District*"), and Zions First National Bank, Phoenix, Arizona (hereinafter called the "*Bank*"), and witnesseth as follows:

Pursuant to Resolution No. 04-15 (the "*Bond Resolution*"), the District will issue its Assessment District No. 9 Special Assessment Revenue Bonds, Series 2015 (the "*Bonds*") in the aggregate principal amount of \$288,000. The Board of Directors of the District has determined that the services of a bond registrar, transfer agent and paying agent are necessary and in the best interests of the District.

The Bank desires to perform Registrar, Transfer Agent and Paying Agent Services during the life of Bonds.

For and in consideration of the mutual promises, covenants, conditions and agreements hereinafter set forth, the parties do agree as follows:

1. **Services.** The Bank hereby agrees to provide the following services:

A. Registrar services which shall include, but not be limited to (1) initial authentication and verification of the Bonds to persons or entities meeting the qualifications set forth in the Bond Resolution; (2) keeping registration books sufficient to comply with Section 149 of the Internal Revenue Code of 1986, as amended (the "*Code*"); (3) recording transfers of ownership of the Bonds promptly as such transfers occur; (4) protecting against double or overissuance; (5) authenticating new Bonds prepared for issuance to transferees of original and subsequent purchasers; (6) informing the District of the need for additional printings of the Bonds should the forms printed prior to initial delivery prove inadequate; and (7) lodging with the District the signatures of the persons authorized and designated from time to time to authenticate the Bonds.

B. Transfer agent services which shall include, but not be limited to, (1) receiving and verifying all Bonds tendered for transfer; (2) preparing new Bonds for delivery to transferees who sign a Certificate in the form attached to the Bond Resolution and delivering same either by delivery or by mail, as the case may be; (3) destroying Bonds submitted for transfer; and (4) providing proper information for recordation in the registration books.

C. Paying agent services which shall include, but not be limited to, (1) providing a billing to the District at least thirty (30) days prior to a Bond interest payment date setting forth the amount of principal and interest due on such date; (2) preparing, executing, wiring or mailing all interest payments to each registered owner of the Bonds one (1) business day prior to the scheduled payment date or as soon as money for payment of such interest has been transferred to the paying agent but in no event later than 2:30 p.m., eastern time, on the date such payments are due; (3) verifying all matured Bonds upon their surrender; (4) paying all principal and premium, if any, due upon the Bonds as they are properly surrendered therefor to the Bank; (5) preparing a semiannual reconciliation showing all principal and interest paid during the period and providing copies thereof to the District; (6) inventorying all cancelled

checks, or microfilm proof of such checks for six (6) years after payment; and (7) making proof of such payments available to the District or any owner or former owner.

2. **Record Date.** The "*Record Date*" for the payment of interest will be the close of business on the fifteenth (15) day of the calendar month next preceding an interest payment date. Normal transfer activities will continue after the Record Date but the interest payments will be mailed to the registered owners of Bonds as shown on the books of the Bank on the close of business on the Record Date. Principal (and premium, if any) shall be paid only on surrender of the particular Bond at or after its maturity or prior redemption date, if applicable.

3. **Redemption Notices.** The Bank agrees to provide certain notices to the Bond owners as required to be provided by the Bank in, and upon being provided with a copy of, the resolution of the District approving the issuance, sale and delivery of the Bonds. So long as the Book-Entry-Only System is in effect, the Bank shall send notices of redemption to DTC in the manner required by DTC. If the Book-Entry-Only System is discontinued, the Bank shall mail notice of redemption of any Bond to the registered owner of the Bond or Bonds being redeemed at the address shown on the bond register maintained by the registrar not more than sixty (60) nor less than thirty (30) days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Neither the failure of DTC nor any registered owner of Bonds to receive a notice of redemption nor any defect therein will affect the validity of the proceedings for redemption of Bonds as to which proper notice of redemption was given.

The Bank also agrees to send notice of any redemption to the Municipal Securities Rulemaking Board (the "*MSRB*"), currently through the MSRB's Electronic Municipal Market Access system ("*EMMA*"), in the manner required by the MSRB, but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

If moneys for the payment of the redemption price and accrued interest are not held in separate accounts by the District or by a paying agent prior to sending the notice of redemption, such redemption shall be conditional on such moneys being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and be of no force and effect.

Each redemption notice must contain, at a minimum, the complete official name of the issue with series designation, CUSIP number, certificate numbers, amount of each Bond called (for partial calls), date of issue, interest rate, maturity date, publication date (date of release to the general public, or the date of general mailing of notices to Bond owners and information services), redemption date, redemption price, redemption agent and the name and address of the place where Bonds are to be tendered, including the name and phone number of the contact person. Such redemption notices may contain a statement that no representation is made as to the accuracy of the CUSIP numbers printed therein or on the Bonds.

4. **Issuance and Transfer of Bonds.** The Bank will issue the Bonds to registered owners, require the Bonds to be surrendered and cancelled and new Bonds issued upon transfer, and maintain a set of registration books showing the names and addresses of the owners from time to time of the Bonds. The Bank shall promptly record in the registration books all changes in ownership of the Bonds.

5. **Payment Deposit.** The District will transfer immediately available funds to the Bank no later than one (1) business day prior to or, if agreed to by the parties hereto, on the date on which

the interest, principal and premium payments (if any) are due on the Bonds, but in no event later than 1:00 p.m., eastern time, on the date such payments are due. The Bank shall not be responsible for payments to Bond owners from any source other than moneys transferred to it by the District.

6. **Collateral.** The Bank shall collateralize the funds on deposit at the Bank in accordance with A.R.S. §§ 35-323 and 35-491.

7. **Turnaround Time.** The Bank will comply with the 3 business day turnaround time required by Securities and Exchange Commission Rule 17Ad-2 on routine transfer items.

8. **Fee Schedule; Initial Fee.** For its services under this Contract, the District will pay the Bank in accordance with the fee schedule set forth in the attached *Exhibit A*, which is incorporated herein by reference. The fee for the Bank's initial services hereunder and services to be rendered until the end of the District's current fiscal year is \$450.00 and shall be due at the initial delivery of the Bonds and shall be payable from proceeds of the Bonds. Subsequent payments shall be made in accordance with this Contract.

9. **Fees for Services in Subsequent Fiscal Years.** The Bank will bill the District prior to July 1, 2014, and prior to each June 1 thereafter.

10. **Costs and Expenses.** The District hereby agrees to pay all costs and expenses of the Registrar pursuant hereto. If, for any reason, the amounts the District agrees to pay herein may not be paid from the annual tax levy for debt service on the Bonds, such costs shall be paid by the District from any funds lawfully available therefor and the District agrees to take all actions necessary to budget for and authorize expenditure of such amounts.

11. **Hold Harmless.** The Bank shall indemnify and hold harmless the District, its District Board, the Treasurer of the District and all boards, commissions, officials, officers and employees of the District, individually and collectively, from the Bank's failure to perform to its standard of care as herein stated.

12. **Standard of Care Required.** In the absence of bad faith on its part in the performance of its services under this Contract, the Bank shall not be liable for any action taken or omitted to be taken by it in good faith and believed by it to be authorized hereby or within the rights and powers conferred upon it hereunder, nor for action taken or omitted to be taken by it in good faith and in accordance with advice of counsel, and shall not be liable for any mistakes of fact or error or judgment or for any actions or omissions of any kind unless caused by its own willful misconduct or negligence.

13. **Entire Contract.** This Contract and *Exhibit A* attached hereto contain the entire understanding of the parties with respect to the subject matter hereof, and no waiver, alteration or modification of any of the provisions hereof, shall be binding unless in writing and signed by a duly authorized representative of all parties hereto.

14. **Amendment.** The Bank and the District each reserves the right to amend any individual service set forth herein or all of the services upon providing a sixty (60) day prior written notice. Any corporation, association or agency into which the Bank may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from such conversion, sale merger, consolidation or transfer to which it is a party, *ipso facto*, shall be and become successor bond registrar and paying agent under this Contract and vested with all or the same rights, powers, discretions, immunities,

privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

15. **Resignation or Replacement.** The Bank may resign or the District may replace the Bank as registrar, transfer agent and paying agent at any time by giving thirty (30) days' written notice of resignation or replacement to the District or to the Bank, as applicable. The resignation shall take effect upon the appointment of a successor registrar and paying agent. A successor registrar and paying agent will be appointed by the District; provided, that if a successor registrar and paying agent is not so appointed within ten (10) days after a notice of resignation is received by the District, the Bank may apply to any court of competent jurisdiction to appoint a successor registrar and paying agent.

In the event the Bank resigns or is replaced, the District reserve the right to appoint a successor registrar, transfer agent and paying agent who may qualify pursuant to A.R.S. § 35-491, et seq., or any subsequent statute pertaining to the registration, transfer and payment of bonds. In such event the provisions hereof with respect to payment by the District shall remain in full force and effect, but the District shall then be authorized to use the funds collected for payment of the costs and expenses of the Bank hereunder to pay the successor registrar, transfer agent and paying agent or as reimbursement if the District acts as registrar, transfer agent and paying agent.

16. **Reports to Arizona Department of Revenue.** The Bank shall make such reports to the Arizona Department of Revenue (the "*Department*") pertaining to the retirement of any Bonds and of all payments of interest thereon immediately upon such retirement or payment as may be required by the Department pursuant to A.R.S. § 35-502.

17. **Form of Records.** The Bank's records shall be kept in compliance with standards as have been or may be issued from time to time by the Securities and Exchange Commission, the Municipal Securities Rulemaking Board of the United States, the requirements of the Code and any other securities industry standard. Bank shall retain such records in accordance with the applicable record keeping standard of the Internal Revenue Service.

18. **Advice of Counsel and Special Consultants.** When the Bank deems it necessary or reasonable, it may apply to Gust Rosenfeld P.L.C. or such other law firm or attorney approved by the District for instructions or advice. Any fees and costs incurred shall be added to the next fiscal year's fees, costs and expenses to be paid to the Bank.

19. **Examination of Records.** The District, or its duly authorized agents may examine the records relating to the Bonds at the office of the Bank where such records are kept at reasonable times as agreed upon with the Bank and such records shall be subject to audit from time to time at the request of the District, the Bank or the Auditor General of the State of Arizona.

20. **Payment of Unclaimed Amounts.** In the event any check for payment of interest on a Bond is returned to the Bank unendorsed or is not presented for payment within two (2) years from its payment date, or any Bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such interest or principal due upon such Bond shall have been made available to the Bank for the benefit of the owners thereof, it shall be the duty of the Bank to hold such funds, without liability for interest thereon, for the benefit of the owners of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature relating to such Bond or amounts due thereunder. The Bank's obligation to hold such funds shall continue for two (2) years and six (6) months following the date on which such interest or principal payment became due, whether at maturity or at the

date fixed for redemption, or otherwise, at which time the Bank shall surrender such unclaimed funds so held to the District, whereupon any claim of whatever nature by the owner of such Bonds arising under such Bond shall be made upon the District.

21. **Invalid Provisions.** If any provision hereof is held to be illegal, invalid or unenforceable under present or future laws, this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision.

22. **Mutilated, Lost or Destroyed Bonds.** With respect to Bonds which are mutilated, lost or destroyed, the Bank shall cause to be executed and delivered a new Bond of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond lost or destroyed, upon the registered owner's paying the reasonable expenses and charges in connection therewith and, in the case of any Bond destroyed or lost, filing by the registered owner with the Bank and the District of evidence satisfactory to the Bank and the District that such Bond was destroyed or lost, and furnishing the Bank with a sufficient indemnity bond pursuant to Arizona Revised Statutes Section 47-8405.

23. **Conflict of Interest.** Each party gives notice to the other parties that A.R.S. Section 38-511 provides that the State of Arizona (the "State"), its political subdivisions or any department or agency of either, may within three (3) years after its execution cancel any contract without penalty or further obligation made by the State, its political subdivisions or any of the departments or agencies of either, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either, is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

24. **Covenants.** The District has agreed in its authorizing resolution to take all necessary actions required to preserve the tax-exempt status of the Bonds. Such actions may require the calculation of amounts of arbitrage rebate which may be due and owing to the United States. The calculation of such rebate amount may be performed by an individual or firm qualified to perform such calculations and who or which may be selected and paid by the District. If the District does not retain a consultant to do the required calculations concerning arbitrage rebate and if a rebate calculation is required to permit interest on the District's Bonds to be and remain exempt from gross income for federal income tax purposes, the District may include, in addition to all other bills payable under this Contract, the costs and expenses and fees of an arbitrage consultant. The District may contract with a consultant to perform such arbitrage calculations as are necessary to meet the requirements of the Code. All fees, costs and expenses so paid may be deducted from moneys of the District or from tax levies made to pay the interest on the Bonds. Such costs, fees and expenses shall be considered as interest payable on the Bonds. The Bank shall have no responsibilities in connection with this Section.

25. **Arbitrage Rebate Expenses.** Except for the initial fiscal year's costs and expenses, all costs and expenses incurred with respect to services for registration, transfer and payment of the Bonds and, if applicable, for costs and expenses in connection with the calculation of arbitrage rebate shall be treated as interest on the Bonds and the District agrees to include the same in the assessments levied for interest debt service during each of the ensuing fiscal years. The transferor of the Bonds will be responsible for all fees and costs relating to the transfer of ownership of the Bonds.

26. Waiver of Trial by Jury. Each party hereto hereby agrees not to elect a trial by jury of any issue triable of right by jury, and waives any right to trial by jury fully to the extent that any such right shall now or hereafter exist with regard to this Contract, or any claim, counterclaim or other action arising in connection herewith. This waiver of right to trial by jury is given knowingly and voluntarily by each party, and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue.

27. Governing Law. The Contract is governed by the laws of the State.

28. Transfer Expenses. The transferor of any Bond will be responsible for all fees and costs relating to such transfer of ownership.

29. E-verify requirements. To the extent applicable under A.R.S. § 41-4401, the Bank and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Bank's, or a subcontractor's, breach of the above-mentioned warranty shall be deemed a material breach of this Contract and may result in the termination of the Contract by the District. The District retains the legal right to randomly inspect the papers and records of the Bank and its subcontractors who works on the Contract to ensure that the Bank and its subcontractors are complying with the above-mentioned warranty.

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

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This Contract is dated and effective as of March 1, 2015.

**FESTIVAL RANCH COMMUNITY FACILITIES  
DISTRICT (CITY OF BUCKEYE, ARIZONA)**

By \_\_\_\_\_  
Chairman, District Board

**ATTEST:**

\_\_\_\_\_  
District Clerk

**ZIONS FIRST NATIONAL BANK,**  
as Registrar

By \_\_\_\_\_  
Authorized Representative

Attach as Exhibit A the fee schedule of the Registrar.