



**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  
SEPTEMBER 20, 2016  
AGENDA**

**City Council Chambers  
530 E. Monroe Ave.  
Buckeye, AZ 85326  
5:00 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/Roll Call**
- 2. Presentation by Leon Thomas, Bureau of Land Management's (BLM) District Manager (Estimated Time – 45 Minutes)**

Summary: Leon Thomas, BLM Phoenix District Manager, and his team will provide a presentation to Council.

Staff Liaison: Roger Klingler, Interim City Manager, (623) 349-6994, [rklingler@buckeyeaz.gov](mailto:rklingler@buckeyeaz.gov)

- 3. Council Adjournment (Anticipated being at approximately 5:45 p.m.)**

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

2.

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## CITY OF BUCKEYE COUNCIL ACTION REPORT

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

MEETING DATE:	September 20, 2016	AGENDA ITEM:	2
DATE PREPARED:	May 24, 2016	DISTRICT NO.:	ALL
STAFF LIAISON:	City Manager Klingler	DIRECTOR APPROVAL:	RK
DEPARTMENT:	City Manager's Office	FINANCE APPROVAL:	LP

Will not be added without both approvals

**ACTION / MOTION:** NONE.

WORKSHOP  SPECIAL  CONSENT  NON-CONSENT  TABLED  PUBLIC HEARING

**RELEVANT COUNCIL GOAL:**

GOAL 3: A Well-Planned Urban Community

Choose an item.

### SUMMARY

**PROJECT DESCRIPTION:**

Introduction of the Bureau of Land Management's Phoenix District Manager and team to the City Council. District Manager, Mr. Leon Thomas, will provide a presentation.

**BENEFITS:**

Establishing relationships with other government agencies fosters seamless planning and expedites the inter-agency process required to complete projects.

**FUTURE ACTION:** *Council and staff; does this need to be communicated internally/externally?*

None

**FINANCIAL IMPACT STATEMENT:** *Must be completed before submission*

None.

**CURRENT FISCAL YEAR TOTAL COST**

NA

BUDGETED  UNBUDGETED FISCAL YEAR BUDGET (check one)      F/Y: [Click here to enter text.](#)

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

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

None.

Regular Agenda

Regular Agenda

Regular Agenda

Regular Agenda

Regular Agenda



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**CITY OF BUCKEYE  
REGULAR COUNCIL MEETING  
SEPTEMBER 20, 2016  
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**

**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**

Mayor Meck will recognize the City of Buckeye for receiving the Arizona Forward Environmental Excellence Award, along with the partnering agencies of City of Avondale, City of Goodyear, Maricopa County, and the Flood Control District of Maricopa County, under the category of Healthy Communities Plans and Policies for the El Rio Design Guidelines and Planning Standards.

Mayor Meck will recognize City of Buckeye's Fleet Manager Michael Depaulo for receiving the 2016 Rocky Mountain Fleet Management Association Fleet Professional of the Year Award.

**3. Minutes**

Council to take action on approval of the minutes of the August 16, 2016 Special Council Meeting.

**4. Expenditures**

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

## 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. Council to take action on approval of the Art Display Agreement between the City of Buckeye and the Buckeye Main Street Coalition for the display of works by artist Harold Lyon in City buildings.**

Summary: The City and the Buckeye Main Street Coalition (“Coalition”) desire to promote, sustain, and cultivate public art through the display of art pieces in City buildings. The Coalition has agreed to lend framed paintings by well-known western artist Harold Lyon to be displayed in City Hall and at City libraries for the purpose of art education and community interests. Over the course of two years, paintings will be rotated throughout the display sites.

Staff Liaison: Cheryl Sedig, Community Services Director, (623) 349-6302, [csedig@buckeyeaz.gov](mailto:csedig@buckeyeaz.gov)

- \*5B. Council to take action on Resolution No. 61-16 approving the Intergovernmental Agreement for enhanced animal control services between the City of Buckeye and Maricopa County.**

Summary: This Intergovernmental Agreement (IGA) will allow Maricopa County Animal Care and Control Department (MCACC) to continue providing enhanced animal control services, to include assistance to officers with animal control issues such as animal bites, aggressive animals, animals at large, confined dogs, injured animals, and animals in distress, along with educational services to the public, schools, and City personnel. The term of the agreement is from July 1, 2016 through June 30, 2019, with optional renewals, at a cost to the City of \$79,992 annually.

Staff Liaison: Larry Hall, Police Chief, (623) 349-6438, [lhall@buckeyeaz.gov](mailto:lhall@buckeyeaz.gov)

- \*5C. Council to take action on the award of Delivery Order No. 2 (Job Order Contract 2014-009) to J. Banicki Construction Inc. for Fiscal Year 2016-2017 design build phase III of the Monroe Avenue Beautification Project.**

Summary: This Deliver Order will allow J. Banicki Construction Inc. to proceed with phase III of streetscape improvements to Monroe Avenue between North 4<sup>th</sup> Street and North 5<sup>th</sup> Street in District 3. Improvements include installation of chicanes (bump outs) and decorative stamped asphalt crosswalks, for a total amount not to exceed \$300,000.

Staff Liaison: Chris Williams, Construction/Contracting, (623) 349-6225, [cwilliams@buckeyeaz.gov](mailto:cwilliams@buckeyeaz.gov)

- \*5D. Council to take action on approval of Amendment No. 3 to the Professional Services Agreement between the City of Buckeye and Layer 8, LLC.**

Summary: Layer 8, LLC provides maintenance and support services for information technology hardware, software, network infrastructure, telecommunications, Enterprise Resource Planning System (ERP), and daily operations of the City. This Amendment will increase the spending authority from \$500,000 to the budgeted amount of \$600,000 annually.

Staff Liaison: Greg Platacz, Information Technology Director, (623) 349-6560, [gplatacz@buckeyeaz.gov](mailto:gplatacz@buckeyeaz.gov)

**\*5E. Council to take action on the Special Event Liquor License application for Oktoberfest to be held on Saturday, October 8, 2016 from 9:00 a.m. to 10:00 p.m. at the 6<sup>th</sup> Street Plaza.**

Summary: The Buckeye Rotary is requesting a Special Event Liquor License for Oktoberfest to be held on Saturday, October 8, 2016 from 9:00 a.m. to 10:00 p.m. at the 6<sup>th</sup> Street Plaza located at 517 East Monroe Avenue in District 2. The \$100 administrative fee has been paid by the requestor. Request by John Broadbent on behalf of the Buckeye Rotary.

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

**\*5F. Council to take action on the Special Event Liquor License application for the Demolition Derby to be held on Saturday, November 19, 2016 from 5:00 to 10:00 p.m. at the Helzapoppin' Arena.**

Summary: The Buckeye Rotary is requesting a Special Event Liquor License for the Demolition Derby to be held on Saturday, November 19, 2016 from 5:00 to 10:00 p.m. at the Helzapoppin' Arena located at 609 North 4<sup>th</sup> Street in District 1. The \$100 administrative fee has been paid by the requestor. Request by John Broadbent on behalf of the Buckeye Rotary.

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

**\*5G. Council to take action on the Special Event Liquor License application and request for a waiver of fees, for the Buckeye Marathon to be held on Saturday, December 10, 2016 from 9:00 a.m. to 5:00 p.m. at the Buckeye Airport.**

Summary: The Buckeye Rotary is requesting a Special Event Liquor License for the Buckeye Marathon to be held on Saturday, December 10, 2016 from 9:00 a.m. to 5:00 p.m. at the Buckeye Airport located in District 1. The applicant has requested reimbursement of administrative fees in the amount of \$100.

Request by John Broadbent on behalf of the Buckeye Rotary.

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

**\*5H. Council to take action on the resignation of Duane Mitry (District 6) as an Alternate Member of the Planning and Zoning Commission, the appointment of Ted Burton (District 1) as the At-Large Alternate Member of the Planning and Zoning Commission, with a term expiration date of December, 2020, and the appointment of Martin DiBello (District 4) as an Alternate Member of the Planning and Zoning Commission, filling the unexpired term of Gail Reese, with a term expiration date of December, 2019..**

Summary: The City encourages community involvement in our programs through our boards and commissions. Mr. Mitry, who resides in District 6, has submitted his resignation as an Alternate Member of the Planning and Zoning Commission. Mr. Ted Burton, who resides in District 1, will fill the vacant At-Large Alternate Member seat, with a term expiration date of December, 2020. Mr. Martin DiBello, who resides in District 4, will fill the vacant District 4 Alternate Member seat, with a term expiration date of December, 2016.

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

## **6. Continued / Tabled Items**

### **6A. Continued from the September 6, 2016 Regular Council Meeting Council will take action on approval of Resolution No. 62-16 declaring and adopting the results of the Primary Election held on August 30, 2016.**

Summary: The County's release of the final Primary Election counts necessary to Canvass the Vote were delayed until after the September 6, 2016 Regular Meeting. Final results of the Primary Election, held August 30, 2016, were released on September 14, 2016; results indicate seats for Mayor At-Large, District 2, and District 3 were filled in the Primary Election. District 1 will move forward to the General Election for a runoff on November 8, 2016.

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

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

### **7A. Council will hold a public hearing and take action on Ordinance No. 18-16 annexing two (2) parcels containing approximately two (2) acres generally located on the southwest corner of Culver Street and Perryville Road.**

Summary: The applicant is requesting annexation of two parcels containing approximately two acres at the southwest corner of Culver Street and Perryville Road in District 6. This annexation will allow for more efficiency in development. Request by George Quinif, Peak Group, LLC, on behalf of Marwest Enterprises, LLC.

Staff Liaison: Adam Copeland, Principal Planner, (623) 349-6210, [acopeland@buckeyeaz.gov](mailto:acopeland@buckeyeaz.gov)

## **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 HagEstad:

Councilmember Orsborn:

Buckeye Pollution Control Corporation

Community Development Advisory Committee (CDAC Regular Member)

Valley Metro RPTA Board

WESTMARC

Greater Phoenix Economic Council (GPEC)

Councilmember McAchran:  
Airport Advisory Board  
Main Street Board  
Project Boost, SCOSIC Board  
Way Out West (WOW) Coalition Project Manager  
Buckeye Youth Council

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

Vice Mayor Hess:  
Community Development Advisory Board (CDAC Alternate Member)  
Community Services Advisory Board  
Public Safety Retirement Board (Police)  
MAG Human Services Coordinating Committee (MAG HSCC Vice Chair)  
Southwest Lending Closet Board

Mayor Meck:  
All Faith Board  
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. Council will make a motion to adjourn the meeting.**



**CITY OF BUCKEYE  
SPECIAL COUNCIL MEETING  
AUGUST 16, 2016  
MINUTES**

**City Council Chambers  
530 E. Monroe Ave.  
Buckeye, AZ 85326  
4:00 p.m.**

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

Members Present: Councilmember Garza (arrived at 4:06 p.m.), Councilmember Orsborn, Councilmember McAchran, Councilmember Heustis, Vice Mayor Hess, and Mayor Meck.

Members Absent: None.

Departments Present: Interim City Manager Roger Klingler, City Attorney Shiela Schmidt, City Clerk Lucinda Aja, Deputy City Clerk Summer Stewart, Assistant to Council Carol Conley, Police Chief Larry Hall, Fire Chief Bob Costello, Finance Director Larry Price, Economic Development Director Len Becker, Development Services Director George Flores, Information Technology Director Greg Platacz, Water Resources Director Dave Nigh, City Engineer Scott Zipprich, Public Information Office Bob Bushner, Deputy Director of Planning Terri Hogan, and Library Manager Jana White.

**2. Patrick HagEstad will receive the Oath of Office and be seated as the District 4 Councilmember with a term ending in 2018.**

Staff Liaison: Lucinda Aja, City Clerk

Ms. Aja administered the Oath of Office to Patrick HagEstad; Mr. HagEstad was then seated as the District 4 Councilmember with a term ending in 2018.

**3. Council to take action on Resolution No. 59-16 approving and authorizing the Mayor or City Manager to execute and deliver a Power Sales Contract with the Arizona Power Authority for the purchase of electric power to be effective October 1, 2017.**

Staff Liaison: Dave Nigh, Water Resources Director

Mr. Nigh provided information related to the Power Sales Contract with Arizona Power Authority (APA); stated the Contract is for a 50-year period and provides for Hoover Energy at a reduced cost. The monthly allocation of 670 kilowatts is enough to operate one well-site. A financial analysis of the Power Sales Contract has been completed and annual cost savings are predicted for each operating year from 2018 through 2067. Councilmember Orsborn requested further information regarding escalators. Mr. Nigh stated if more power becomes available the City may opt to increase the energy allocation. Ron Whittler, Water Resources Hydrologist, provided additional information related to costs associated with the power, which will be required to be paid even if the energy is not utilized; stated the allocation is a fraction of the City's current energy needs and it would be unlikely the City would not utilize the entire monthly allocation. Mayor Meck requested clarification regarding the credit that will be provided by

Arizona Public Service (APS). Mr. Whitler stated the City will receive a credit from APS for the Hoover Energy utilized, resulting in a cost savings. Mr. Nigh clarified the annual electric bill for the Water Resources Department exceeds \$2 million; it is unlikely the City will not utilize this power. A motion was made by Councilmember Orsborn and seconded by Vice Mayor Hess to adopt Resolution No. 59-16 approving and authorizing the Mayor or City Manager to execute and deliver a Power Sales Contract with the Arizona Power Authority for the purchase of electric power to be effective October 1, 2017. Motion passed unanimously.

**4. Council will make a motion to adjourn the meeting.**

A motion was made by Councilmember Orsborn and seconded by Vice Mayor Hess to adjourn the meeting at 4:08 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 Special Council Meeting held on the 16<sup>th</sup> day of August, 2016. I further certify that a quorum was present.

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Lucinda J. Aja, City Clerk

Expenditures

Expenditures

Expenditures

Expenditures

Expenditures



08/29/2016 15:34  
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City of Buckeye, AZ - LIVE  
DETAIL INVOICE LIST

P 1  
apwarrnt

CASH ACCOUNT: 9999      104000      Cash in Bank - Checking      CHECK: 82916ap      08/29/2016      DUE DATE: 08/29/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
1131 ARIZONA STATE LAND DEP	00000			INV	08/23/2016	16115792	
1 50043170 542010	TrfSig			StrSys>5K		925.09	
	Invoice Net					925.09	
				CHECK TOTAL		925.09	-----
1161 ARIZONA DEPARTMENT OF	00000			INV	08/23/2016	LA2017000047	
1 10005185 521502	Eng			ProSupEq		17,261.00	
	Invoice Net					17,261.00	
				CHECK TOTAL		17,261.00	-----
1248 BUCKEYE VALLEY CHAMBER	00000			INV	08/23/2016	reimbursement	
1 30701187 520018	EcoDevRein			GenConSvc		1,267.46	
	Invoice Net					1,267.46	
				CHECK TOTAL		1,267.46	-----
1274 CALVERT OIL COMPANY	00000			INV	08/22/2016	133531	
1 38103202 521508	HURFund			AutoExp		97.58	
	Invoice Net					97.58	
1274 CALVERT OIL COMPANY	00000			INV	08/22/2016	133560	
1 38103202 521508	HURFund			AutoExp		114.11	
	Invoice Net					114.11	
				CHECK TOTAL		211.69	-----
1884 THE SEGAL COMPANY	00000			INV	08/23/2016	279980	
1 10001115 520037	HRAdm			ProfSvcGen		2,083.33	
	Invoice Net					2,083.33	
1884 THE SEGAL COMPANY	00000			INV	08/23/2016	281959	
1 10001115 520037	HRAdm			ProfSvcGen		2,083.37	
	Invoice Net					2,083.37	
				CHECK TOTAL		4,166.70	-----
=====							
7 INVOICES				CHECK TOTAL		23,831.94	
				CASH ACCOUNT BALANCE		16,115,332.96	
=====							

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City of Buckeye, AZ - LIVE  
CHECK SUMMARY

P 2  
apwarrnt

CHECK: 82916ap 08/29/2016

DUE DATE: 08/29/2016

FUND ORG	ACCOUNT		AMOUNT	AVLB BUDGET
1000 10001115 Human Resources Ad	1000-10-115-115-0000-520037-	Professional Services	4,166.70	35,829.63
1000 10005185 Engineering	1000-50-134-185-0000-521502-	Program Supplies/Equip	17,261.00	17,865.98
		FUND TOTAL	21,427.70	
CASH ACCOUNT 9999 104000	BALANCE 16,115,332.96			
3070 30701187 Eco Dev Reinvestme	3070-10-126-187-0000-520018-	General Contractual Se	1,267.46	61,800.50
		FUND TOTAL	1,267.46	
CASH ACCOUNT 9999 104000	BALANCE 16,115,332.96			
3810 38103202 Highway User Reven	3810-30-130-202-0000-521508-	Automotive Expenses	211.69	108,369.63
		FUND TOTAL	211.69	
CASH ACCOUNT 9999 104000	BALANCE 16,115,332.96			
5004 50043170 Traffic Signal Fun	5004-30-130-170-0000-542010-	Street Systems	925.09	25,115.28
		FUND TOTAL	925.09	
CASH ACCOUNT 9999 104000	BALANCE 16,115,332.96			
CHECK SUMMARY TOTAL			23,831.94	
GRAND TOTAL			23,831.94	

\*\* END OF REPORT - Generated by Pam Tulkan \*\*



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City of Buckeye, AZ - LIVE  
DETAIL INVOICE LIST

P 1  
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CASH ACCOUNT: 9999      104000      Cash in Bank - Checking      CHECK: 82916r      08/29/2016      DUE DATE: 08/29/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
1091 AMERITAS LIFE INSURANC	00000			INV	08/29/2016	August 2016	
1 1030 216600	PR Fund			Vision		4,456.68	
	Invoice Net					4,456.68	
				CHECK TOTAL		4,456.68	-----
1177 AZ PUBLIC SERVICE	00001			INV	08/29/2016	073116	
1 31503170 527012	SLID			slid1		2,297.38	
2 31503170 527010	SLID			06slid001		1,345.42	
3 31503170 527024	SLID			06slid003		1,756.16	
4 31503170 527011	SLID			06slid007		1,262.63	
5 31503170 527013	SLID			06slid008		332.83	
6 31503170 527014	SLID			06slid011		2,507.08	
7 31503170 527015	SLID			06slid015		1,114.98	
8 31503170 527016	SLID			06slid016		1,260.86	
9 31503170 527017	SLID			06slid017		830.96	
10 31503170 527018	SLID			06slid019		1,484.42	
11 31503170 527023	SLID			07slid009		286.22	
12 31503170 527020	SLID			07slid001		318.87	
13 31503170 527021	SLID			07slid002		199.70	
14 31503170 527022	SLID			07slid003		145.11	
15 31503170 527025	SLID			07slid010		698.90	
16 31503170 527026	SLID			07slid013		312.86	
17 31503170 527027	SLID			07slid021		368.42	
18 31503170 527032	SLID			09slid02a		435.12	
19 31503170 527029	SLID			11slid001		123.07	
20 31503170 527031	SLID			13slid002		1,456.59	
21 31503170 527030	SLID			12slid002		698.45	
22 38103202 521700	HURFund			StrLighBCh		39,406.78	
25 31503170 527033	SLID			15slid001		1,068.96	
	Invoice Net					59,711.77	
				CHECK TOTAL		59,711.77	-----
1274 CALVERT OIL COMPANY	00000			INV	08/17/2016	133626	
1 40003218 520515	Global			GenRM		331.75	
	Invoice Net					331.75	
				CHECK TOTAL		331.75	-----
1291 CENTURY LINK	00001			INV	08/23/2016	1380863621	
1 10001189 520032	IT			TelSvc		7.57	
	Invoice Net					7.57	
1291 CENTURY LINK	00001			INV	08/23/2016	1382455404	
1 40013222 526025	SundBuck			TeleUtil		395.00	
	Invoice Net					395.00	
1291 CENTURY LINK	00001			INV	08/23/2016	1383739806	
1 10001189 520032	IT			TelSvc		13.47	
	Invoice Net					13.47	
1291 CENTURY LINK	00001			INV	08/23/2016	1383279803	



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City of Buckeye, AZ - LIVE  
DETAIL INVOICE LIST

P 2  
apwarrnt

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 82916r 08/29/2016 DUE DATE: 08/29/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
	1 40003218 526025			Global Invoice Net	TeleUtil	284.59 284.59	
						CHECK TOTAL	700.63
1291	CENTURY LINK			00003	INV 08/23/2016	July/Aug 2016	
	1 40003213 526025			SundBuck	TeleUtil	918.49	
	2 40003218 526025			Global Invoice Net	TeleUtil	650.39 1,568.88	
1291	CENTURY LINK			00003	INV 08/23/2016	080116	
	1 40013225 526025			NELiftStat	TeleUtil	105.54	
	2 40013221 526025			CtrBuck	TeleUtil	359.23	
	3 40013223 526025			TartBuck	TeleUtil	311.90	
	4 40013222 526025			SundBuck Invoice Net	TeleUtil	210.24 986.91	
1291	CENTURY LINK			00003	INV 08/23/2016	0July/Aug 2016	
	1 10001189 520032			IT Invoice Net	TelSvc	7,568.65 7,568.65	
						CHECK TOTAL	10,124.44
1298	CHLIC			00000	INV 08/29/2016	2007504	
	1 1030 213000			PR Fund Invoice Net	Health	599,638.82 599,638.82	
						CHECK TOTAL	599,638.82
1423	FRCS LLC			00001	INV 08/23/2016	261	
	1 10002121 521508			PDAdmin	AutoExp	837.09	
	2 10002140 521508			FDAdmin Invoice Net	AutoExp	508.24 1,345.33	
						CHECK TOTAL	1,345.33
1489	GUST ROSENFELD P.L.C.			00000	INV 08/23/2016	312917	
	1 10001110 520001			Fin Adm Invoice Net	LegSvc	324.00 324.00	
1489	GUST ROSENFELD P.L.C.			00000	INV 08/23/2016	312927	
	1 10001110 520001			Fin Adm	LegSvc	44,349.94	
	5 40103200 520001			Airp Invoice Net	LegSvc	359.98 44,709.92	
1489	GUST ROSENFELD P.L.C.			00000	INV 08/23/2016	312916	
	1 10001110 520001			Fin Adm Invoice Net	LegSvc	4,062.50 4,062.50	
1489	GUST ROSENFELD P.L.C.			00000	INV 08/23/2016	312918	
	1 10001110 520001			Fin Adm Invoice Net	LegSvc	2,268.00 2,268.00	
1489	GUST ROSENFELD P.L.C.			00000	INV 08/23/2016	312920	
	1 40003210 520001			WtrAdmin Invoice Net	LegSvc	1,820.00 1,820.00	
1489	GUST ROSENFELD P.L.C.			00000	INV 08/23/2016	312921	



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City of Buckeye, AZ - LIVE  
DETAIL INVOICE LIST

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CASH ACCOUNT: 9999      104000      Cash in Bank - Checking      CHECK: 82916r      08/29/2016      DUE DATE: 08/29/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
	1 10001110 520001			Fin Adm		229.08	
				Invoice Net		229.08	
1489 GUST ROSENFELD P.L.C.	00000			INV	08/23/2016	312922	
	1 10001110 520001			Fin Adm		1,814.75	
				Invoice Net		1,814.75	
1489 GUST ROSENFELD P.L.C.	00000			INV	08/23/2016	312923	
	1 10001110 520001			Fin Adm		1,768.85	
				Invoice Net		1,768.85	
1489 GUST ROSENFELD P.L.C.	00000			INV	08/23/2016	312919	
	1 40003210 520001			WtrAdmin		2,553.47	
				Invoice Net		2,553.47	
1489 GUST ROSENFELD P.L.C.	00000			INV	08/23/2016	312924	
	1 10001110 520001			Fin Adm		11,188.18	
				Invoice Net		11,188.18	
1489 GUST ROSENFELD P.L.C.	00000			INV	08/23/2016	312690	
	1 10001110 520001			Fin Adm		392.71	
				Invoice Net		392.71	
1489 GUST ROSENFELD P.L.C.	00000			INV	08/23/2016	312926	
	1 10001110 520001			Fin Adm		413.10	
				Invoice Net		413.10	
1489 GUST ROSENFELD P.L.C.	00000			INV	08/23/2016	312925	
	1 10001110 520001			Fin Adm		6,471.92	
				Invoice Net		6,471.92	
				CHECK TOTAL		78,016.48	-----
1667 METLIFE				00000	INV 08/29/2016	27787339	
	1 1030 216000			PR Fund	Dental	27,378.12	
				Invoice Net		27,378.12	
				CHECK TOTAL		27,378.12	-----
5247 REPUBLIC SERVICES				00000	INV 08/29/2016	4163276/4176768	
	1 10001110 520026			Fin Adm	GarbColl	11,063.42	
				Invoice Net		11,063.42	
5247 REPUBLIC SERVICES				00000	INV 08/29/2016	4177396	
	1 10001110 520026			Fin Adm	GarbColl	783.59	
				Invoice Net		783.59	
5247 REPUBLIC SERVICES				00000	INV 08/29/2016	4184464	
	1 10001110 520026			Fin Adm	GarbColl	50.22	
				Invoice Net		50.22	
5247 REPUBLIC SERVICES				00000	INV 08/29/2016	4176766	
	1 10001110 520026			Fin Adm	GarbColl	303.77	
				Invoice Net		303.77	
5247 REPUBLIC SERVICES				00000	INV 08/29/2016	4176679	
	1 10001110 520026			Fin Adm	GarbColl	1,677.97	
				Invoice Net		1,677.97	
				CHECK TOTAL		13,878.97	-----

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 City of Buckeye, AZ - LIVE  
 DETAIL INVOICE LIST

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CASH ACCOUNT: 9999      104000      Cash in Bank - Checking      CHECK: 82916r      08/29/2016      DUE DATE: 08/29/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
1867	SAM'S CLUB			INV	08/23/2016	072316	
	1 10004160 521533			CommSvcRec	SwiPoolCon	1,382.52	
	6 10004160 521535			CommSvcRec	PrBASE	64.35	
	14 10004160 521533			CommSvcRec	SwiPoolCon	631.14	
	15 10001110 521502			Fin Adm	ProSupEq	84.81	
	16 10004150 521502			CommSvcAd	ProSupEq	124.80	
				Invoice Net		2,287.62	
				CHECK TOTAL		2,287.62	-----
2058	VERIZON WIRELESS SERVI			INV	08/29/2016	9770276400	
	1 10002121 526025			PDAdmin	TeleUtil	3,504.25	
	2 35732121 523034			PDGrts	GrtExpSt	196.50	
	3 35742140 523013			FDGrts	NucEmMgm	32.75	
	4 10002140 526025			FDAdmin	TeleUtil	316.06	
	5 10005180 526025			DevSvc	TeleUtil	163.75	
	6 10005185 526025			Eng	TeleUtil	163.75	
	7 40013221 526025			CtrBuck	TeleUtil	65.50	
	8 40013222 526025			SundBuck	TeleUtil	65.50	
	9 40003210 526025			WtrAdmin	TeleUtil	393.00	
	10 40013226 526025			ColSewSys	TeleUtil	32.75	
	11 40003218 526025			Global	TeleUtil	327.50	
	12 40053205 526025			SW	TeleUtil	32.75	
	13 40103200 526025			Airp	TeleUtil	65.50	
	14 10001189 526025			IT	TeleUtil	196.50	
	15 10004151 526025			CommSvcLib	TeleUtil	65.50	
	16 10001101 526025			CM	TeleUtil	131.00	
	17 10001100 526025			Council	TeleUtil	243.77	
	18 10004160 526025			CommSvcRec	TeleUtil	262.00	
				Invoice Net		6,258.33	
2058	VERIZON WIRELESS SERVI			INV	08/29/2016	9770265648	
	2 10002140 526025			FDAdmin	TeleUtil	301.88	
				Invoice Net		301.88	
2058	VERIZON WIRELESS SERVI			INV	08/29/2016	9770276401	
	2 10001100 526025			Council	TeleUtil	405.00	
	3 10001101 526025			CM	TeleUtil	270.00	
	4 10001110 526025			Fin Adm	TeleUtil	45.00	
	5 10001115 526025			HRAdm	TeleUtil	90.00	
	6 10002121 526025			PDAdmin	TeleUtil	4,471.14	
	8 10002140 526025			FDAdmin	TeleUtil	894.99	
	9 50012140 526025			CemImp	TeleUtil	90.00	
	10 10004151 526025			CommSvcLib	TeleUtil	245.38	
	11 10004155 526025			CommSvcPrk	TeleUtil	65.38	
	12 10004150 526025			CommSvcAd	TeleUtil	90.00	
	13 35754150 521519			AAA	LTAf	40.76	
	14 10004160 526025			CommSvcRec	TeleUtil	351.52	
	15 35754150 523022			AAA	Trans	20.38	
	16 10003171 526025			PubWrkVeh	TeleUtil	110.38	

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City of Buckeye, AZ - LIVE  
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CASH ACCOUNT: 9999      104000      Cash in Bank - Checking      CHECK: 82916r      08/29/2016      DUE DATE: 08/29/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
	17 40103200 526025			Airp	TeleUtil	45.00	
	18 10003170 526025			PubWrkAdmi	TeleUtil	270.00	
	19 40053205 526025			SW	TeleUtil	135.00	
	20 38103202 526025			HURFund	TeleUtil	649.56	
	21 40003210 526025			WtrAdmin	TeleUtil	956.08	
	22 40003213 526025			SundBuck	TeleUtil	135.84	
	23 40003214 526025			TartBuck	TeleUtil	61.14	
	24 40003218 526025			Global	TeleUtil	191.90	
	25 40013220 526025			WWAdmin	TeleUtil	45.00	
	26 40013221 526025			CtrBuck	TeleUtil	228.82	
	27 40013222 526025			SundBuck	TeleUtil	84.39	
	28 40013223 526025			TartBuck	TeleUtil	65.38	
	29 40013224 526025			FesBuck	TeleUtil	20.38	
	30 40013226 526025			ColSewSys	TeleUtil	40.76	
	31 10001112 526025			Proc	TeleUtil	135.00	
	32 10005185 526025			Eng	TeleUtil	270.00	
	33 10005180 526025			DevSvc	TeleUtil	720.00	
	34 10001102 526025			City Clerk	TeleUtil	90.00	
	35 10001187 526025			EcoDev	TeleUtil	45.00	
				Invoice Net		11,379.18	
				CHECK TOTAL		17,939.39	-----
2073 WAGeworks INC		00000	INV 08/29/2016			125a10480183	
1 10001115 520037		HRAdm	ProfSvcGen			714.00	
		Invoice Net				714.00	
				CHECK TOTAL		714.00	-----
=====							
36 INVOICES						CHECK TOTAL	816,524.00
						CASH ACCOUNT BALANCE	16,931,856.96
=====							

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City of Buckeye, AZ - LIVE  
CHECK SUMMARY

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CHECK: 82916r 08/29/2016

DUE DATE: 08/29/2016

FUND ORG	ACCOUNT	AMOUNT	AVLB BUDGET
1000 10001100	Mayor & Council	648.77	8,281.23
1000 10001101	City Manager	401.00	4,649.00
1000 10001102	City Clerk	90.00	1,515.00
1000 10001110	Finance Admin	73,283.03	826,716.97
1000 10001110	Finance Admin	13,878.97	156,121.03
1000 10001110	Finance Admin	84.81	32,415.19
1000 10001110	Finance Admin	45.00	355.00
1000 10001112	Procurement	135.00	1,065.00
1000 10001115	Human Resources Ad	714.00	35,829.63
1000 10001115	Human Resources Ad	90.00	1,410.00
1000 10001187	Economic Developmen	45.00	625.00
1000 10001189	Information Techno	7,589.69	237,777.49
1000 10001189	Information Techno	196.50	6,739.37
1000 10002121	Police Administrat	837.09	448,369.14
1000 10002121	Police Administrat	7,975.39	64,950.78
1000 10002140	Fire Administratio	508.24	79,986.31
1000 10002140	Fire Administratio	1,512.93	12,587.07
1000 10003170	Public Works Admin	270.00	2,730.00
1000 10003171	Vehicle Maintenanc	110.38	989.62
1000 10004150	Community Svc Admi	124.80	9,840.20
1000 10004150	Community Svc Admi	90.00	1,010.00
1000 10004151	Comm Svc Library	310.88	3,389.12
1000 10004155	Comm Svc Parks	65.38	634.62
1000 10004160	Comm Svc Recreatio	2,013.66	6,448.74
1000 10004160	Comm Svc Recreatio	64.35	19,853.35
1000 10004160	Comm Svc Recreatio	613.52	8,886.48
1000 10005180	Development Servic	883.75	15,648.25
1000 10005185	Engineering	433.75	6,836.25

FUND TOTAL 113,015.89

CASH ACCOUNT 9999 104000 BALANCE 16,931,856.96

1030 1030	Payroll Fund	599,638.82	Health Insurance
1030 1030	Payroll Fund	27,378.12	Dental Insurance
1030 1030	Payroll Fund	4,456.68	Vision Insurance

FUND TOTAL 631,473.62

CASH ACCOUNT 9999 104000 BALANCE 16,931,856.96

3150 31503170	SLID Operations	1,345.42	14,722.58	2006-SLID-001 Operatio
3150 31503170	SLID Operations	1,262.63	13,766.37	2006-SLID-007 Operatio
3150 31503170	SLID Operations	2,297.38	25,010.62	SLID 1 Operations
3150 31503170	SLID Operations	332.83	3,630.17	2006-SLID-008 Operatio
3150 31503170	SLID Operations	2,507.08	27,311.92	2006-SLID-011 Operatio
3150 31503170	SLID Operations	1,114.98	12,155.02	2006-SLID-015 Operatio
3150 31503170	SLID Operations	1,260.86	13,746.14	2006-SLID-016 Operatio
3150 31503170	SLID Operations	830.96	9,062.04	2006-SLID-017 Operatio



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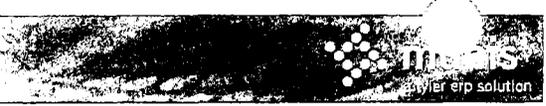
City of Buckeye, AZ - LIVE  
CHECK SUMMARY

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CHECK: 82916r 08/29/2016

DUE DATE: 08/29/2016

FUND ORG	ACCOUNT	AMOUNT	AVLB BUDGET
3150 31503170 SLID Operations	3150-30-130-170-0000-527018-	2006-SLID-019 Operatio	1,484.42 14,035.58
3150 31503170 SLID Operations	3150-30-130-170-0000-527020-	2007-SLID-001 Operatio	318.87 3,477.13
3150 31503170 SLID Operations	3150-30-130-170-0000-527021-	2007-SLID-002 Operatio	199.70 2,178.30
3150 31503170 SLID Operations	3150-30-130-170-0000-527022-	2007-SLID-003 Operatio	145.11 1,579.89
3150 31503170 SLID Operations	3150-30-130-170-0000-527023-	2006-SLID-009 Operatio	286.22 3,122.78
3150 31503170 SLID Operations	3150-30-130-170-0000-527024-	2006-SLID-003 Operatio	1,756.16 19,148.84
3150 31503170 SLID Operations	3150-30-130-170-0000-527025-	2007-SLID-010 Operatio	698.90 7,626.10
3150 31503170 SLID Operations	3150-30-130-170-0000-527026-	2007-SLID-013 Operatio	312.86 3,411.14
3150 31503170 SLID Operations	3150-30-130-170-0000-527027-	2007-SLID-021 Operatio	368.42 4,015.58
3150 31503170 SLID Operations	3150-30-130-170-0000-527029-	2011-SLID-001 Operatio	123.07 1,339.93
3150 31503170 SLID Operations	3150-30-130-170-0000-527030-	2012-SLID-002 Operatio	698.45 7,614.55
3150 31503170 SLID Operations	3150-30-130-170-0000-527031-	2013-SLID-002 Operatio	1,456.59 1,556.41
3150 31503170 SLID Operations	3150-30-130-170-0000-527032-	2009-SLID-02A Operatio	435.12 4,732.88
3150 31503170 SLID Operations	3150-30-130-170-0000-527033-	2015-SLID-001 Operatio	1,068.96 11,565.04
CASH ACCOUNT 9999 104000 BALANCE 16,931,856.96		FUND TOTAL	20,304.99
3573 35732121 Police Dept Grants	3573-20-120-121-0000-523034-	Grant Expenditure Stat	196.50 323,197.86
CASH ACCOUNT 9999 104000 BALANCE 16,931,856.96		FUND TOTAL	196.50
3574 35742140 Fire Department Gr	3574-20-122-140-0000-523013-	Nuc Emerg. Mgmt Expend	32.75 65,337.93
CASH ACCOUNT 9999 104000 BALANCE 16,931,856.96		FUND TOTAL	32.75
3575 35754150 Area Agency on Agi	3575-40-125-150-0000-521519-	LTAF II	40.76 20,909.28
3575 35754150 Area Agency on Agi	3575-40-125-150-0000-523022-	Transportation	20.38 11,766.43
CASH ACCOUNT 9999 104000 BALANCE 16,931,856.96		FUND TOTAL	61.14
3810 38103202 Highway User Reven	3810-30-130-202-0000-521700-	Street Lighting Base C	39,406.78 510,593.22
3810 38103202 Highway User Reven	3810-30-130-202-0000-526025-	Telephone	649.56 5,128.44
CASH ACCOUNT 9999 104000 BALANCE 16,931,856.96		FUND TOTAL	40,056.34
4000 40003210 Water Utility Admi	4000-30-210-210-0000-520001-	Legal Services	4,373.47 255,626.53
4000 40003210 Water Utility Admi	4000-30-210-210-0000-526025-	Telephone	1,349.08 3,382.92
4000 40003213 Sundance Buckeye	4000-30-210-213-0000-526025-	Telephone	1,054.33 3,365.28
4000 40003214 Tartesso Buckeye	4000-30-210-214-0000-526025-	Telephone	61.14 4,357.27



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City of Buckeye, AZ - LIVE  
CHECK SUMMARY

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CHECK: 82916r 08/29/2016

DUE DATE: 08/29/2016

FUND ORG	ACCOUNT		AMOUNT	AVLB BUDGET
4000 40003218 Global	4000-30-210-218-0000-520515-	Generator R & M	331.75	51,684.77
4000 40003218 Global	4000-30-210-218-0000-526025-	Telephone	1,454.38	3,276.62
			<u>FUND TOTAL</u>	<u>8,624.15</u>
CASH ACCOUNT 9999 104000	BALANCE 16,931,856.96			
4001 40013220 Wastewater Adminis	4001-30-215-220-0000-526025-	Telephone	45.00	6,074.00
4001 40013221 Central Buckeye	4001-30-215-221-0000-526025-	Telephone	653.55	5,460.45
4001 40013222 Sundance Buckeye	4001-30-215-222-0000-526025-	Telephone	755.13	5,358.87
4001 40013223 Tartesso Buckeye	4001-30-215-223-0000-526025-	Telephone	377.28	5,736.72
4001 40013224 Festival Buckeye	4001-30-215-224-0000-526025-	Telephone	20.38	6,093.62
4001 40013225 Northeast Lift Sta	4001-30-215-225-0000-526025-	Telephone	105.54	6,008.46
4001 40013226 Collections Sewer	4001-30-215-226-0000-526025-	Telephone	73.51	6,040.49
			<u>FUND TOTAL</u>	<u>2,030.39</u>
CASH ACCOUNT 9999 104000	BALANCE 16,931,856.96			
4005 40053205 Solid Waste	4005-30-205-205-0000-526025-	Telephone	167.75	1,723.25
			<u>FUND TOTAL</u>	<u>167.75</u>
CASH ACCOUNT 9999 104000	BALANCE 16,931,856.96			
4010 40103200 Airport	4010-30-200-200-0000-520001-	Legal Services	359.98	15,640.02
4010 40103200 Airport	4010-30-200-200-0000-526025-	Telephone	110.50	1,245.50
			<u>FUND TOTAL</u>	<u>470.48</u>
CASH ACCOUNT 9999 104000	BALANCE 16,931,856.96			
5001 50012140 Cemetery Improveme	5001-20-122-140-0000-526025-	Telephone	90.00	1,110.00
			<u>FUND TOTAL</u>	<u>90.00</u>
CASH ACCOUNT 9999 104000	BALANCE 16,931,856.96			
			<u>CHECK SUMMARY TOTAL</u>	<u>816,524.00</u>
			<u>GRAND TOTAL</u>	<u>816,524.00</u>

\*\* END OF REPORT - Generated by Pam Tulkan \*\*



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City of Buckeye, AZ - LIVE  
DETAIL INVOICE LIST

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 82416ap 08/24/2016 DUE DATE: 08/24/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
5362	ADOA,GSD, SURPLUS PROP 1 40103200 521502	00001	21700251	INV	08/24/2016	rl061034 494.00 494.00 Invoice Net	CHECK TOTAL 494.00
1096	APP-ORDER, LLC 1 10002121 526120	00000	21700148	INV	08/24/2016	10600716 50.00 50.00 Invoice Net	CHECK TOTAL 50.00
1104	ARAMARK UNIFORM & CARE 1 40003210 521922 2 40013220 521922	00000	21700158	INV	08/23/2016	472091543 284.75 60.21 344.96 Invoice Net	
1104	ARAMARK UNIFORM & CARE 1 40003210 521922 2 40013220 521922	00000	21700158	INV	08/23/2016	472091544 15.27 70.95 86.22 Invoice Net	
1104	ARAMARK UNIFORM & CARE 1 40003210 521922	00000	21700158	INV	08/23/2016	472091542 60.71 60.71 Invoice Net	
1104	ARAMARK UNIFORM & CARE 1 40003210 521922	00000	21700158	INV	08/23/2016	472091545 22.47 22.47 Invoice Net	
1104	ARAMARK UNIFORM & CARE 1 40013220 521922	00000	21700158	INV	08/23/2016	472091532 901.65 901.65 Invoice Net	CHECK TOTAL 1,416.01
5218	ARCADIS, U.S.,INC. 1 40003210 520576	00002	21600265	INV	08/24/2016	799215 13,998.45 13,998.45 Invoice Net	CHECK TOTAL 13,998.45
1193	BAKER & TAYLOR 1 10004151 521550	00001	21700239	INV	08/23/2016	1s16080075 18,360.00 18,360.00 Invoice Net	CHECK TOTAL 18,360.00
5131	BANNER HEALTH 1 35742140 523013	00001	21700275	INV	08/23/2016	34681775 7/16 840.00 840.00 Invoice Net	CHECK TOTAL 840.00
1248	B V CHAMBER OF COMMERC 1 30701187 520018	00001	21700097	INV	08/23/2016	82216 1,000.00 1,000.00 Invoice Net	



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City of Buckeye, AZ - LIVE  
DETAIL INVOICE LIST

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CASH ACCOUNT: 9999      104000      Cash in Bank - Checking      CHECK: 82416ap 08/24/2016      DUE DATE: 08/24/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
						CHECK TOTAL	1,000.00
5092	CAROLLO ENGINEERS, INC	00001	21600174	INV	08/24/2016	150510	
	1 60053210 520037			IFWtr	ProfSvcGen	29,325.25	
	2 60063220 520037			IFWW	ProfSvcGen	29,325.25	
				Invoice Net		58,650.50	
5092	CAROLLO ENGINEERS, INC	00001	21600174	INV	08/24/2016	151033	
	1 60053210 520037			IFWtr	ProfSvcGen	19,088.37	
	2 60063220 520037			IFWW	ProfSvcGen	19,088.38	
				Invoice Net		38,176.75	
				CHECK TOTAL		96,827.25	
1261	CBI SECURITY SERVICE	00000	21700037	INV	08/24/2016	47544	
	1 10002120 520022			CityCrt	SecSvc	1,981.80	
				Invoice Net		1,981.80	
				CHECK TOTAL		1,981.80	
1303	COLORADO ELECTRIC SUPP	00001	21700185	INV	08/23/2016	28332	
	1 10003170 520506			PubWrkAdmi	RepRep	48.51	
				Invoice Net		48.51	
1303	COLORADO ELECTRIC SUPP	00001	21700185	INV	08/23/2016	28313	
	1 10003170 520506			PubWrkAdmi	RepRep	703.03	
				Invoice Net		703.03	
				CHECK TOTAL		751.54	
1308	CITY OF PHOENIX	00005	21700281	INV	08/23/2016	400816688	
	1 10002121 520041			PDAdmin	RWCSubFee	22,485.06	
	2 10002140 520041			FDAdmin	RWCSubFee	7,783.29	
				Invoice Net		30,268.35	
1308	CITY OF PHOENIX	00005	21700041	INV	08/23/2016	400818274	
	1 10002140 520037			FDAdmin	ProfSvcGen	77,411.64	
				Invoice Net		77,411.64	
				CHECK TOTAL		107,679.99	
1343	CUMMINS ROCKY MOUNTAIN	00000		INV	08/16/2016	10085887	
	1 40003218 520515			Global	GenRM	1,436.98	
				Invoice Net		1,436.98	
				CHECK TOTAL		1,436.98	
5337	DESERT CHOICE TRANSPOR	00001	21700286	INV	08/24/2016	994	
	1 10004160 520015			CommSvcRec	BASE	4,567.50	
				Invoice Net		4,567.50	
				CHECK TOTAL		4,567.50	
3035	EMPIRE PUMP	00000	21700296	INV	08/23/2016	18069	
	1 40003214 520577			TartBuck	ResBoMaRe	1,598.00	
				Invoice Net		1,598.00	



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City of Buckeye, AZ - LIVE  
DETAIL INVOICE LIST

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 82416ap 08/24/2016 DUE DATE: 08/24/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
						CHECK TOTAL	1,598.00
1402	EMPIRE SOUTHWEST		00000 21700291	INV	08/24/2016	139971	
	1 40003350 521505		WtrDistrib	EqRenta		2,496.14	
			Invoice Net			2,496.14	
1402	EMPIRE SOUTHWEST		00000 21700291	INV	08/23/2016	138439	
	1 40003350 521505		WtrDistrib	EqRenta		2,496.14	
			Invoice Net			2,496.14	
						CHECK TOTAL	4,992.28
5035	ENGINEERED WITH LAYTON		00001 21700130	INV	08/11/2016	1289	
	1 40011113 543001		CDBG WWTR	RoosevelSw		9,935.07	
	2 40011113 543001		CDBG WWTR	RoosevelSw		28.68	
			Invoice Net			9,963.75	
5035	ENGINEERED WITH LAYTON		00001 21700130	INV	08/24/2016	1298	
	1 40011113 543001		CDBG WWTR	RoosevelSw		23,723.41	
	2 40011113 543001		CDBG WWTR	RoosevelSw		68.49	
			Invoice Net			23,791.90	
5035	ENGINEERED WITH LAYTON		00001 21600030	INV	08/24/2016	1293	
	1 40003210 542020		WtrAdmin	WtrSys>5K		7,610.12	
			Invoice Net			7,610.12	
						CHECK TOTAL	41,365.77
1414	EWING IRRIGATION		00000 21700088	INV	08/23/2016	1948095	
	1 10003170 520506		PubWrkAdmi	RepRep		3.15	
			Invoice Net			3.15	
						CHECK TOTAL	3.15
1431	FELIX CONSTRUCTION COM		00000 20150301	INV	08/24/2016	2014025316952/16	
	1 40013220 520543		WWAdmin	SundWW		22,051.31	
	2 80007701 706010		SUO&M	ImpExp		22,051.32	
			Invoice Net			44,102.63	
1431	FELIX CONSTRUCTION COM		00000 20150382	INV	08/24/2016	201402531695154/16	
	1 40013220 542030		WWAdmin	WWSys>5K		32,415.00	
			Invoice Net			32,415.00	
1431	FELIX CONSTRUCTION COM		00000 21600171	INV	08/24/2016	20140253169517015/16	
	1 40013220 520543		WWAdmin	SundWW		81,950.17	
			Invoice Net			81,950.17	
1431	FELIX CONSTRUCTION COM		00000 21600171	INV	08/24/2016	2014025316951702616	
	1 40013220 520543		WWAdmin	SundWW		4,476.22	
			Invoice Net			4,476.22	
1431	FELIX CONSTRUCTION COM		00000 21600258	INV	08/24/2016	20140253169518016/16	
	1 40013220 520543		WWAdmin	SundWW		88,344.82	
			Invoice Net			88,344.82	
1431	FELIX CONSTRUCTION COM		00000 20150381	INV	08/24/2016	20140261701207/16	
	1 40013220 542030		WWAdmin	WWSys>5K		163,029.74	
			Invoice Net			163,029.74	

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City of Buckeye, AZ - LIVE  
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CASH ACCOUNT: 9999      104000      Cash in Bank - Checking      CHECK: 82416ap    08/24/2016      DUE DATE: 08/24/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
						CHECK TOTAL	414,318.58
1432	FERGUSON ENTERPRISES I	00001	21700193	INV	08/23/2016	278964	
	1 40013222 520543		SundBuck	SundWW		21.39	
			Invoice Net			21.39	
1432	FERGUSON ENTERPRISES I	00001	21700241	INV	08/23/2016	276820	
	1 40003350 521514		WtrDistrib	WtrDiSysRM		353.36	
			Invoice Net			353.36	
						CHECK TOTAL	374.75
1444	FLINT TRADING INC	00001	21700089	INV	08/23/2016	200225	
	1 38103202 521715		HURFund	Sig&Mark		3,036.68	
			Invoice Net			3,036.68	
						CHECK TOTAL	3,036.68
3037	FORESITE DESIGN & CONS	00000	21600263	INV	08/24/2016	20140955app1	
	1 70167701 701316		SU14AcqGO	Security		18,046.00	
			Invoice Net			18,046.00	
						CHECK TOTAL	18,046.00
1513	HILL BROTHERS CHEMICAL	00000	21700119	INV	08/23/2016	4423636	
	1 40003213 521540		SundBuck	Chem		175.93	
			Invoice Net			175.93	
1513	HILL BROTHERS CHEMICAL	00000	21700119	INV	08/23/2016	4423891	
	1 40003213 521540		SundBuck	Chem		351.86	
			Invoice Net			351.86	
1513	HILL BROTHERS CHEMICAL	00000	21700119	INV	08/23/2016	4423892	
	1 40003213 521540		SundBuck	Chem		234.58	
			Invoice Net			234.58	
1513	HILL BROTHERS CHEMICAL	00000	21700119	INV	08/23/2016	4423634	
	1 40003215 521540		FesBuck	Chem		117.29	
			Invoice Net			117.29	
1513	HILL BROTHERS CHEMICAL	00000	21700119	INV	08/23/2016	4423637	
	1 40003218 521540		Global	Chem		461.68	
			Invoice Net			461.68	
1513	HILL BROTHERS CHEMICAL	00000	21700243	INV	08/23/2016	4423401	
	1 40013223 521540		TartBuck	Chem		1,642.03	
			Invoice Net			1,642.03	
1513	HILL BROTHERS CHEMICAL	00000	21700243	INV	08/23/2016	4423407	
	1 40013223 521540		TartBuck	Chem		2,345.76	
			Invoice Net			2,345.76	
1513	HILL BROTHERS CHEMICAL	00000	21700243	INV	08/23/2016	4423408	
	1 40013224 521540		FesBuck	Chem		304.08	
			Invoice Net			304.08	
1513	HILL BROTHERS CHEMICAL	00000	21700243	INV	08/23/2016	4423400	
	1 40013224 521540		FesBuck	Chem		410.51	
			Invoice Net			410.51	



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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 82416ap 08/24/2016 DUE DATE: 08/24/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
1513	HILL BROTHERS CHEMICAL	00000	21700243	INV	08/23/2016	4423403	
	1 40013222 521540		SundBuck	Chem		805.46	
	2 40013223 521540		TartBuck	Chem		190.05	
	3 40013224 521540		FesBuck	Chem		483.92	
			Invoice Net			1,479.43	
1513	HILL BROTHERS CHEMICAL	00000	21700243	INV	08/23/2016	4423404	
	1 40013221 521540		CtrBuck	Chem		3,518.64	
			Invoice Net			3,518.64	
1513	HILL BROTHERS CHEMICAL	00000	21700243	INV	08/23/2016	4423405	
	1 40013221 521540		CtrBuck	Chem		1,987.38	
			Invoice Net			1,987.38	
			CHECK TOTAL			13,029.17	-----
1558	INSIGHT PUBLIC SECTOR	00000	21600312	INV	07/06/2016	1100484080	
	1 50281189 521502		TechLife	ProSupEq		45,726.30	
			Invoice Net			45,726.30	
			CHECK TOTAL			45,726.30	-----
1197	J.BANICKI CONSTRUCTION	00000	21600054	INV	08/24/2016	160801app3final	
	1 30584160 520603		ComSvcPr	MonStrsc		37,251.75	
			Invoice Net			37,251.75	
			CHECK TOTAL			37,251.75	-----
1571	JAMES, COOKE & HOBSON,	00000		INV	08/24/2016	352840	
	1 40013222 520543		SundBuck	SundWW		2,001.37	
			Invoice Net			2,001.37	
			CHECK TOTAL			2,001.37	-----
3051	JOHNSON CONTROLS INC	00000		INV	08/16/2016	136544792637	
	1 40013222 520543		SundBuck	SundWW		3,849.95	
			Invoice Net			3,849.95	
			CHECK TOTAL			3,849.95	-----
1585	KEYWEST LOCK & SAFE	00000	21700053	INV	08/23/2016	5017	
	1 10003170 520506		PubWrkAdmi	RepRep		19.58	
			Invoice Net			19.58	
			CHECK TOTAL			19.58	-----
5284	KTAG, LLC	00001	21700299	INV	08/24/2016	buckeye2065	
	1 10001189 520525		IT	HrdwMain		2,070.00	
			Invoice Net			2,070.00	
			CHECK TOTAL			2,070.00	-----
1598	LABOR SYSTEMS	00000	21700196	INV	08/23/2016	9916600	
	1 10005180 520037		DevSvc	ProfSvcGen		510.06	
			Invoice Net			510.06	
			CHECK TOTAL			510.06	-----



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City of Buckeye, AZ - LIVE  
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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 82416ap 08/24/2016 DUE DATE: 08/24/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
1661 MCCLURE, STEVEN	1 10002120 520016	00000	21700039	INV	08/24/2016	81716 1,000.00 1,000.00 CHECK TOTAL	1,000.00 -----
999998 Maricopa County Treasu	1 40003210 523054	00000		INV	08/17/2016	2015.90.07064.08 131.68 131.68 CHECK TOTAL	131.68 -----
5380 PETTY CASH - COURTS	1 9999 102010	00000		INV	08/23/2016	cash drawer 200.00 200.00 CHECK TOTAL	200.00 -----
1780 POLYDYNE INC	1 40013222 521540	00001	21700159	INV	08/24/2016	1067210 5,704.00 5,704.00 CHECK TOTAL	5,704.00 -----
1822 RAINFOREST PLUMBING &	1 30903170 520506	00000	21700142	INV	08/19/2016	444293 680.52 680.52 CHECK TOTAL	680.52 -----
3082 RITTOCH-POWELL & ASSOCI	1 79047753 701197	00000	20150375	INV	08/24/2016	3507 27,689.79 27,689.79 CHECK TOTAL	27,689.79 -----
3096 SKANSKA USA CIVIL WEST	1 60004160 540020	00000	21600187	INV	08/24/2016	7801615 2,500.00 2,500.00 CHECK TOTAL	2,500.00 -----
1968 SUNS LEGACY PARTNERS,	1 10004160 521538	00000	21700057	INV	08/24/2016	1668 4,550.00 4,550.00 CHECK TOTAL	4,550.00 -----
5229 SWEETWATER AUTO GLASS	1 31001115 521508	00001	21700265	INV	07/21/2016	1003380 346.23 346.23 Invoice Net	
5229 SWEETWATER AUTO GLASS	1 31001115 521508	00001	21700265	INV	07/21/2016	1003381 371.16 371.16 Invoice Net	
5229 SWEETWATER AUTO GLASS		00001	21700265	INV	07/27/2016	1003384	



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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 82416ap 08/24/2016 DUE DATE: 08/24/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
	1 31001115 521508			RiskMgmt	AutoExp	21.86	
				Invoice Net		21.86	
5229	SWEETWATER AUTO GLASS		00001	21700265	INV 08/12/2016	1003393	
	1 31001115 521508			RiskMgmt	AutoExp	379.92	
				Invoice Net		379.92	
5229	SWEETWATER AUTO GLASS		00001	21700265	INV 08/24/2016	1003394	
	1 31001115 521508			RiskMgmt	AutoExp	428.02	
				Invoice Net		428.02	
5229	SWEETWATER AUTO GLASS		00001	21700265	INV 08/24/2016	1003395	
	1 31001115 521508			RiskMgmt	AutoExp	371.16	
				Invoice Net		371.16	
				CHECK TOTAL		1,918.35	-----
2021	TYLER TECHNOLOGIES INC		00000		INV 08/24/2016	45167268	
	1 50271189 541110			AutoTech	CoSof>5K	19,431.96	
				Invoice Net		19,431.96	
2021	TYLER TECHNOLOGIES INC		00000		INV 08/24/2016	45167267	
	1 50271189 541110			AutoTech	CoSof>5K	11,144.80	
				Invoice Net		11,144.80	
				CHECK TOTAL		30,576.76	-----
=====							
72 INVOICES						CHECK TOTAL	912,548.01
						CASH ACCOUNT BALANCE	17,640,829.98
=====							



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City of Buckeye, AZ - LIVE  
CHECK SUMMARY

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CHECK: 82416ap 08/24/2016

DUE DATE: 08/24/2016

FUND ORG	ACCOUNT	AMOUNT	AVLB BUDGET
CASH ACCOUNT 9999 104000		BALANCE 17,640,829.98	
		FUND TOTAL	3,036.68
4000 40003210	Water Utility Admi 4000-30-210-210-0000-520576-	Water System R & M	13,998.45
4000 40003210	Water Utility Admi 4000-30-210-210-0000-521922-	Uniforms	383.20
4000 40003210	Water Utility Admi 4000-30-210-210-0000-523054-	Insurance and Bonds	131.68
4000 40003210	Water Utility Admi 4000-30-210-210-0000-542020-	Water Systems	7,610.12
4000 40003213	Sundance Buckeye 4000-30-210-213-0000-521540-	Chemicals	762.37
4000 40003214	Tartesso Buckeye 4000-30-210-214-0000-520577-	Reservoir/Booster Main	1,598.00
4000 40003215	Festival Buckeye 4000-30-210-215-0000-521540-	Chemicals	117.29
4000 40003218	Global 4000-30-210-218-0000-520515-	Generator R & M	1,436.98
4000 40003218	Global 4000-30-210-218-0000-521540-	Chemicals	461.68
4000 40003350	Water Distribution 4000-30-210-350-0000-521505-	Equipment Rental	4,992.28
4000 40003350	Water Distribution 4000-30-210-350-0000-521514-	Water Distrib System R	353.36
		FUND TOTAL	31,845.41
CASH ACCOUNT 9999 104000		BALANCE 17,640,829.98	
4001 40011113	CDBG WWTR CIP 4001-10-112-113-0000-543001-	Roosevelt Sewer Line	33,755.65
4001 40013220	Wastewater Adminis 4001-30-215-220-0000-520543-	WW R&M	196,822.52
4001 40013220	Wastewater Adminis 4001-30-215-220-0000-521922-	Uniforms	1,032.81
4001 40013220	Wastewater Adminis 4001-30-215-220-0000-542030-	Wastewater Systems	195,444.74
4001 40013221	Central Buckeye 4001-30-215-221-0000-521540-	Chemicals	5,506.02
4001 40013222	Sundance Buckeye 4001-30-215-222-0000-520543-	WW R&M	5,872.71
4001 40013222	Sundance Buckeye 4001-30-215-222-0000-521540-	Chemicals	6,509.46
4001 40013223	Tartesso Buckeye 4001-30-215-223-0000-521540-	Chemicals	4,177.84
4001 40013224	Festival Buckeye 4001-30-215-224-0000-521540-	Chemicals	1,198.51
		FUND TOTAL	450,320.26
CASH ACCOUNT 9999 104000		BALANCE 17,640,829.98	
4010 40103200	Airport 4010-30-200-200-0000-521502-	Program Supplies/Equip	494.00
		FUND TOTAL	494.00
CASH ACCOUNT 9999 104000		BALANCE 17,640,829.98	
5027 50271189	Automation & Techn 5027-10-128-189-0000-541110-	Computer Software >\$5,	30,576.76
		FUND TOTAL	30,576.76
CASH ACCOUNT 9999 104000		BALANCE 17,640,829.98	
5028 50281189	Technology Life Cy 5028-10-128-189-0000-521502-	Program Supplies/Equip	45,726.30
		FUND TOTAL	45,726.30

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City of Buckeye, AZ - LIVE  
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CHECK: 82416ap 08/24/2016

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FUND ORG	ACCOUNT	AMOUNT	AVLB BUDGET
CASH ACCOUNT 9999 104000	BALANCE 17,640,829.98		
6000 60004160 Impact Fees Parks	6000-40-125-160-0000-540020-	Land Improvement	2,500.00
		FUND TOTAL	2,500.00
CASH ACCOUNT 9999 104000	BALANCE 17,640,829.98		
6005 60053210 Impact Fees Water	6005-30-210-210-0000-520037-	Professional Services	48,413.62
		FUND TOTAL	48,413.62
CASH ACCOUNT 9999 104000	BALANCE 17,640,829.98		
6006 60063220 Impact Fees Wastew	6006-30-215-220-0000-520037-	Professional Services	48,413.63
		FUND TOTAL	48,413.63
CASH ACCOUNT 9999 104000	BALANCE 17,640,829.98		
7016 70167701 Sundance CFD GO 20	7016-70-700-701-0000-701316-	Security Upgrades	18,046.00
		FUND TOTAL	18,046.00
CASH ACCOUNT 9999 104000	BALANCE 17,640,829.98		
7904 79047753 Roosevelt St ID	7904-70-700-753-0000-701197-	Engineering Services	27,689.79
		FUND TOTAL	27,689.79
CASH ACCOUNT 9999 104000	BALANCE 17,640,829.98		
8000 80007701 Sundance CFD O&M	8000-70-700-701-0000-706010-	Improvement Expense (\$	22,051.32
		FUND TOTAL	22,051.32
CASH ACCOUNT 9999 104000	BALANCE 17,640,829.98		
9999 9999 Pooled Cash	9999-00-000-000-0000-102010-	Cash Drawer-Magistrate	200.00
		FUND TOTAL	200.00
CASH ACCOUNT 9999 104000	BALANCE 17,640,829.98		
=====		CHECK SUMMARY TOTAL	912,548.01
=====		GRAND TOTAL	912,548.01



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City of Buckeye, AZ - LIVE  
CHECK SUMMARY

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CHECK: 82416ap 08/24/2016 DUE DATE: 08/24/2016  
FUND ORG ACCOUNT AMOUNT AVLB BUDGET

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City of Buckeye, AZ - LIVE  
DETAIL INVOICE LIST

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 81816ap 08/18/2016 DUE DATE: 08/18/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
1064 AFLAC	1 1030 216700	00000		INV	08/17/2016	279821	
		PR Fund		AFLAC		6,765.73	
		Invoice Net				6,765.73	
				CHECK TOTAL		6,765.73	-----
1251 BUCKEYE WATER CONSERVA	1 40003302 526010	00001		INV	08/17/2016	542	
		DrainWells		ElecExp		8,794.50	
		Invoice Net				8,794.50	
				CHECK TOTAL		8,794.50	-----
5096 CITY OF GOODYEAR	1 40003210 526018	00001		INV	08/18/2016	1125475931july2016	
		WtrAdmin		W/WWUtil		6,950.62	
		Invoice Net				6,950.62	
				CHECK TOTAL		6,950.62	-----
1318 COLONIAL SUPPLEMENTAL	1 1030 216800	00000		INV	08/17/2016	85985590812095	
		PR Fund		Colonial		1,649.88	
		Invoice Net				1,649.88	
				CHECK TOTAL		1,649.88	-----
1333 COX COMMUNICATIONS	1 10001189 520032	00000		INV	08/17/2016	073116	
	3 10002121 520041	IT		TelSvc		11,959.39	
	4 40003213 526025	PDAdmin		RWCSubFee		924.34	
	5 40003214 526025	SundBuck		TeleUtil		311.39	
	6 40003215 526025	TartBuck		TeleUtil		313.59	
		FesBuck		TeleUtil		271.88	
		Invoice Net				13,780.59	
				CHECK TOTAL		13,780.59	-----
1333 COX COMMUNICATIONS SIT	1 10001189 520032	00001		INV	08/17/2016	080516	
		IT		TelSvc		2,551.70	
		Invoice Net				2,551.70	
				CHECK TOTAL		2,551.70	-----
1773 PITNEY BOWES INC	1 10001110 521510	00003		INV	08/17/2016	AUG 2016	
		Fin Adm		PostFr		2,700.00	
		Invoice Net				2,700.00	
				CHECK TOTAL		2,700.00	-----
1936 SPRINT	1 10002121 526025	00001		INV	08/18/2016	256789898085	
		PDAdmin		TeleUtil		73.83	
		Invoice Net				73.83	
				CHECK TOTAL		73.83	-----
1965 SUN LIFE FINANCIAL	1 1030 216200	00000		INV	08/18/2016	Aug/Sept 2016	
	2 1030 216150	PR Fund		AD&Dlife		7,869.85	
		PR Fund		Vollife		9,157.30	



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City of Buckeye, AZ - LIVE  
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CASH ACCOUNT: 9999      104000      Cash in Bank - Checking      CHECK: 81816ap      08/18/2016      DUE DATE: 08/18/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
3	1030			PR Fund	VolAD&D	1,781.55	
4	1030			PR Fund	ShortDis	5,668.05	
				Invoice Net		24,476.75	
						CHECK TOTAL	24,476.75
=====							
9 INVOICES						CHECK TOTAL	67,743.60
						CASH ACCOUNT BALANCE	19,229,335.09
=====							



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City of Buckeye, AZ - LIVE  
CHECK SUMMARY

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CHECK: 81816ap 08/18/2016

DUE DATE: 08/18/2016

FUND ORG	ACCOUNT	AMOUNT	AVLB BUDGET
1000 10001110	Finance Admin 1000-10-110-110-0000-521510-	Postage and Freight 2,700.00	894.79
1000 10001189	Information Techno 1000-10-128-189-0000-520032-	Telecom Services 14,511.09	245,367.18
1000 10002121	Police Administrat 1000-20-120-121-0000-520041-	RWC Subscriber Fees 924.34	101,925.66
1000 10002121	Police Administrat 1000-20-120-121-0000-526025-	Telephone 73.83	72,926.17
		<b>FUND TOTAL</b>	<b>18,209.26</b>
CASH ACCOUNT 9999 104000	BALANCE 19,229,335.09		
1030 1030	Payroll Fund 1030-00-000-000-0000-216100-	Short Term Disability 5,668.05	
1030 1030	Payroll Fund 1030-00-000-000-0000-216150-	Voluntary Life 9,157.30	
1030 1030	Payroll Fund 1030-00-000-000-0000-216160-	Voluntary AD&D 1,781.55	
1030 1030	Payroll Fund 1030-00-000-000-0000-216200-	AD&D Life 7,869.85	
1030 1030	Payroll Fund 1030-00-000-000-0000-216700-	AFLAC 6,765.73	
1030 1030	Payroll Fund 1030-00-000-000-0000-216800-	Colonial Insurance 1,649.88	
		<b>FUND TOTAL</b>	<b>32,892.36</b>
CASH ACCOUNT 9999 104000	BALANCE 19,229,335.09		
4000 40003210	Water Utility Admi 4000-30-210-210-0000-526018-	Water/Wastewater - Uti 6,950.62	18,146.79
4000 40003213	Sundance Buckeye 4000-30-210-213-0000-526025-	Telephone 311.39	4,419.61
4000 40003214	Tartesso Buckeye 4000-30-210-214-0000-526025-	Telephone 313.59	4,418.41
4000 40003215	Festival Buckeye 4000-30-210-215-0000-526025-	Telephone 271.88	4,459.12
4000 40003302	Drainage Wells 4000-30-211-302-0000-526010-	Electric - Utility 8,794.50	126,205.50
		<b>FUND TOTAL</b>	<b>16,641.98</b>
CASH ACCOUNT 9999 104000	BALANCE 19,229,335.09		
		<b>CHECK SUMMARY TOTAL</b>	<b>67,743.60</b>
		<b>GRAND TOTAL</b>	<b>67,743.60</b>

\*\* END OF REPORT - Generated by Pam Tulkan \*\*



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City of Buckeye, AZ - LIVE  
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CASH ACCOUNT: 9999      104000      Cash in Bank - Checking      CHECK: 81716ap      08/17/2016      DUE DATE: 08/17/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
5359	ANG ENTERTAINMENT	00001	21700276	INV	08/16/2016	081016	
	1 35754150 521502	AAA		ProSupEq		150.00	
				Invoice Net		150.00	
				CHECK TOTAL		150.00	-----
1104	ARAMARK UNIFORM & CARE	00000	21700158	INV	08/16/2016	472088597	
	1 40003210 521922	WtrAdmin		Uniform		266.91	
	2 40013220 521922	WWAdmin		Uniform		60.21	
				Invoice Net		327.12	
1104	ARAMARK UNIFORM & CARE	00000	21700158	INV	08/16/2016	472088598	
	1 40003210 521922	WtrAdmin		Uniform		15.27	
	2 40013220 521922	WWAdmin		Uniform		70.95	
				Invoice Net		86.22	
1104	ARAMARK UNIFORM & CARE	00000	21700158	INV	08/16/2016	472088596	
	1 40003210 521922	WtrAdmin		Uniform		60.71	
				Invoice Net		60.71	
1104	ARAMARK UNIFORM & CARE	00000	21700158	INV	08/16/2016	472088599	
	1 40003210 521922	WtrAdmin		Uniform		22.47	
				Invoice Net		22.47	
1104	ARAMARK UNIFORM & CARE	00000	21700158	INV	08/16/2016	472088586	
	1 40013220 521922	WWAdmin		Uniform		174.44	
				Invoice Net		174.44	
1104	ARAMARK UNIFORM & CARE	00000	21700158	INV	08/16/2016	472079742	
	1 40003210 521922	WtrAdmin		Uniform		303.81	
	2 40013220 521922	WWAdmin		Uniform		52.13	
				Invoice Net		355.94	
1104	ARAMARK UNIFORM & CARE	00000	21700158	INV	08/16/2016	472079743	
	1 40003210 521922	WtrAdmin		Uniform		12.23	
	2 40013220 521922	WWAdmin		Uniform		61.62	
				Invoice Net		73.85	
1104	ARAMARK UNIFORM & CARE	00000	21700158	INV	08/16/2016	472079741	
	1 40003210 521922	WtrAdmin		Uniform		58.60	
				Invoice Net		58.60	
1104	ARAMARK UNIFORM & CARE	00000	21700158	INV	08/16/2016	472079744	
	1 40003210 521922	WtrAdmin		Uniform		19.33	
				Invoice Net		19.33	
1104	ARAMARK UNIFORM & CARE	00000	21700158	INV	08/16/2016	472079731	
	1 40013220 521922	WWAdmin		Uniform		149.06	
				Invoice Net		149.06	
1104	ARAMARK UNIFORM & CARE	00000	21700158	INV	08/16/2016	472082721	
	1 40003210 521922	WtrAdmin		Uniform		242.00	
	2 40013220 521922	WWAdmin		Uniform		52.13	
				Invoice Net		294.13	
1104	ARAMARK UNIFORM & CARE	00000	21700158	INV	08/16/2016	472082722	
	1 40003210 521922	WtrAdmin		Uniform		12.23	
	2 40013220 521922	WWAdmin		Uniform		61.62	
				Invoice Net		73.85	



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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 81716ap 08/17/2016 DUE DATE: 08/17/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
1104	ARAMARK UNIFORM & CARE	00000	21700158	INV	08/16/2016	472082720	
	1 40003210 521922			WtrAdmin Uniform		59.45	
				Invoice Net		59.45	
1104	ARAMARK UNIFORM & CARE	00000	21700158	INV	08/16/2016	472082723	
	1 40003210 521922			WtrAdmin Uniform		19.33	
				Invoice Net		19.33	
1104	ARAMARK UNIFORM & CARE	00000	21700158	INV	08/16/2016	472082710	
	1 40013220 521922			WWAdmin Uniform		149.06	
				Invoice Net		149.06	
1104	ARAMARK UNIFORM & CARE	00000	21700158	INV	08/16/2016	472085666	
	1 40003210 521922			WtrAdmin Uniform		233.04	
	2 40013220 521922			WWAdmin Uniform		52.13	
				Invoice Net		285.17	
1104	ARAMARK UNIFORM & CARE	00000	21700158	INV	08/16/2016	472085667	
	1 40003210 521922			WtrAdmin Uniform		12.23	
	2 40013220 521922			WWAdmin Uniform		61.62	
				Invoice Net		73.85	
1104	ARAMARK UNIFORM & CARE	00000	21700158	INV	08/16/2016	472085665	
	1 40003210 521922			WtrAdmin Uniform		60.71	
				Invoice Net		60.71	
1104	ARAMARK UNIFORM & CARE	00000	21700158	INV	08/16/2016	472085668	
	1 40003210 521922			WtrAdmin Uniform		19.33	
				Invoice Net		19.33	
1104	ARAMARK UNIFORM & CARE	00000	21700158	INV	08/16/2016	472085655	
	1 40013220 521922			WWAdmin Uniform		149.06	
				Invoice Net		149.06	
1104	ARAMARK UNIFORM & CARE	00000	21700158	INV	08/16/2016	472076811	
	1 40003210 521922			WtrAdmin Uniform		233.04	
	2 40013220 521922			WWAdmin Uniform		52.13	
				Invoice Net		285.17	
1104	ARAMARK UNIFORM & CARE	00000	21700158	INV	08/16/2016	472076812	
	1 40003210 521922			WtrAdmin Uniform		12.23	
	2 40013220 521922			WWAdmin Uniform		61.62	
				Invoice Net		73.85	
1104	ARAMARK UNIFORM & CARE	00000	21700158	INV	08/16/2016	472076810	
	1 40003210 521922			WtrAdmin Uniform		58.60	
				Invoice Net		58.60	
1104	ARAMARK UNIFORM & CARE	00000	21700158	INV	08/16/2016	472076813	
	1 40003210 521922			WtrAdmin Uniform		19.33	
				Invoice Net		19.33	
1104	ARAMARK UNIFORM & CARE	00000	21700158	INV	08/16/2016	472076800	
	1 40013220 521922			WWAdmin Uniform		149.06	
				Invoice Net		149.06	
				CHECK TOTAL		3,097.69	-----
1116	ARIZONA ELEVATOR SOLUT	00000	21700181	INV	08/16/2016	21379	
	1 10003170 520506			PubWrkAdmi RepRep		633.45	
				Invoice Net		633.45	

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 81716ap 08/17/2016 DUE DATE: 08/17/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
						CHECK TOTAL	633.45
1142	ASCENT AVIATION GROUP	00001	21700082	INV	08/16/2016	380576	
	1 40103200 520027		Airp	AirFuSvc		26,938.72	
			Invoice Net			26,938.72	
						CHECK TOTAL	26,938.72
1043	ASSI OF ARIZONA	00000	21700261	INV	08/16/2016	50524	
	1 10001189 520018		IT	GenConSvc		1,200.00	
			Invoice Net			1,200.00	
						CHECK TOTAL	1,200.00
1146	AUTO SAFETY HOUSE	00000	21700051	INV	08/17/2016	01139842P	
	1 10005180 549999		DevSvc	ComplCap		402.91	
			Invoice Net			402.91	
						CHECK TOTAL	402.91
1160	AZ DEPT OF PUBLIC SAFE	00001	21700236	INV	08/17/2016	bucpd 716	
	1 10002121 521502		PDAdmin	ProSupEq		313.49	
			Invoice Net			313.49	
						CHECK TOTAL	313.49
5131	BANNER HEALTH	00001	21700219	INV	08/16/2016	34681577 7/2016	
	1 10002140 522153		FDAdmin	MedSup		1,704.40	
			Invoice Net			1,704.40	
						CHECK TOTAL	1,704.40
1230	BROWN & ASSOCIATES	00001	21700182	INV	08/16/2016	29142	
	1 10005180 520037		DevSvc	ProfSvcGen		1,995.00	
			Invoice Net			1,995.00	
1230	BROWN & ASSOCIATES	00001	21700182	INV	08/16/2016	29154	
	1 10005180 520037		DevSvc	ProfSvcGen		1,435.20	
			Invoice Net			1,435.20	
1230	BROWN & ASSOCIATES	00001	21700182	INV	08/16/2016	29155	
	1 10005180 520037		DevSvc	ProfSvcGen		1,439.10	
			Invoice Net			1,439.10	
1230	BROWN & ASSOCIATES	00001	21700182	INV	08/16/2016	29156	
	1 10005180 520037		DevSvc	ProfSvcGen		1,634.10	
			Invoice Net			1,634.10	
1230	BROWN & ASSOCIATES	00001	21700182	INV	08/16/2016	29157	
	1 10005180 520037		DevSvc	ProfSvcGen		1,762.80	
			Invoice Net			1,762.80	
1230	BROWN & ASSOCIATES	00001	21700182	INV	08/16/2016	29164	
	1 10005180 520037		DevSvc	ProfSvcGen		2,519.40	
			Invoice Net			2,519.40	
1230	BROWN & ASSOCIATES	00001	21700182	INV	08/16/2016	29171	
	1 10005180 520037		DevSvc	ProfSvcGen		1,041.30	
			Invoice Net			1,041.30	



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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 81716ap 08/17/2016 DUE DATE: 08/17/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
1230 BROWN & ASSOCIATES	00001 21700182 INV 08/16/2016					29172	
1 10005180 520037	DevSvc ProfSvcGen					1,150.50	
	Invoice Net					1,150.50	
1230 BROWN & ASSOCIATES	00001 21700182 INV 08/16/2016					29173	
1 10005180 520037	DevSvc ProfSvcGen					1,606.80	
	Invoice Net					1,606.80	
1230 BROWN & ASSOCIATES	00001 21700182 INV 08/16/2016					29174	
1 10005180 520037	DevSvc ProfSvcGen					1,501.50	
	Invoice Net					1,501.50	
1230 BROWN & ASSOCIATES	00001 21700182 INV 08/16/2016					29175	
1 10005180 520037	DevSvc ProfSvcGen					1,322.10	
	Invoice Net					1,322.10	
	CHECK TOTAL					17,407.80	-----
1251 BUCKEYE WATER CONSERVA	00000 INV 08/11/2016					10732	
1 40003211 526024	WtrIrr PurWtrIrr					10,000.00	
	Invoice Net					10,000.00	
	CHECK TOTAL					10,000.00	-----
1257 BUSTAMANTE & KUFFNER P	00000 21700026 INV 08/16/2016					july 2016	
1 10001110 520021	Fin Adm Prosec					10,000.00	
	Invoice Net					10,000.00	
	CHECK TOTAL					10,000.00	-----
3021 CINTAS CORPORATION NO	00000 21700270 INV 08/16/2016					466249162	
1 40053205 521922	SW Uniform					5.29	
	Invoice Net					5.29	
3021 CINTAS CORPORATION NO	00000 21700270 INV 08/16/2016					466251845	
1 40053205 521922	SW Uniform					5.29	
	Invoice Net					5.29	
3021 CINTAS CORPORATION NO	00000 21700270 INV 08/16/2016					466254494	
1 40053205 521922	SW Uniform					5.29	
	Invoice Net					5.29	
	CHECK TOTAL					15.87	-----
5032 CONTEC CONSULTANTS	00001 21700217 INV 08/16/2016					8111616	
1 38103202 520602	HURFund TrfSigRM					1,500.00	
	Invoice Net					1,500.00	
	CHECK TOTAL					1,500.00	-----
5295 DELL MARKETING LP	00001 21700235 INV 08/16/2016					xk183t3m8	
1 50281189 521502	TechLife ProSupEq					567.75	
	Invoice Net					567.75	
	CHECK TOTAL					567.75	-----
3032 ECD SYSTEMS LLC	00000 21700273 INV 08/16/2016					884317	
1 30903170 520037	SundCross ProfSvcGen					312.00	
	Invoice Net					312.00	



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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 81716ap 08/17/2016 DUE DATE: 08/17/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
3032	ECD SYSTEMS LLC 1 30903170 520037	00000	21700273	INV	08/16/2016	884318 SundCross ProfSvcGen 312.00 Invoice Net 312.00	
3032	ECD SYSTEMS LLC 1 30903170 520037	00000	21700273	INV	08/16/2016	884319 SundCross ProfSvcGen 312.00 Invoice Net 312.00	
3032	ECD SYSTEMS LLC 1 10003170 520506	00000	21700274	INV	08/16/2016	884321 PubWrkAdmi RepRep 528.00 Invoice Net 528.00	
3032	ECD SYSTEMS LLC 1 10003170 520506	00000	21700274	INV	08/16/2016	884322 PubWrkAdmi RepRep 432.00 Invoice Net 432.00	
3032	ECD SYSTEMS LLC 1 10003170 520506	00000	21700274	INV	08/16/2016	884316 PubWrkAdmi RepRep 312.00 Invoice Net 312.00	
3032	ECD SYSTEMS LLC 1 10003170 520506	00000	21700274	INV	08/16/2016	884315 PubWrkAdmi RepRep 312.00 Invoice Net 312.00	
3032	ECD SYSTEMS LLC 1 10003170 520506	00000	21700274	INV	08/16/2016	884320 PubWrkAdmi RepRep 312.00 Invoice Net 312.00	
						CHECK TOTAL	2,832.00
1395	EIDE BAILLY LLP 1 10001110 520002	00000	21700240	INV	08/16/2016	e100420418 Fin Adm AudSvc 18,500.00 Invoice Net 18,500.00	
						CHECK TOTAL	18,500.00
5361	EWING'S, LLC 1 10002121 521501	00000	21700067	INV	08/16/2016	72916e PDAdmin OffSupEq 902.00 Invoice Net 902.00	
						CHECK TOTAL	902.00
1432	FERGUSON ENTERPRISES I 1 40003350 520574	00001	21700242	INV	08/16/2016	274385 WtrDistrib FirHyRM 4,633.12 Invoice Net 4,633.12	
1432	FERGUSON ENTERPRISES I 1 40003350 521514	00001	21700241	INV	08/16/2016	276421 WtrDistrib WtrDiSysRM 225.00 Invoice Net 225.00	
1432	FERGUSON ENTERPRISES I 1 40003350 521514	00001	21700241	INV	08/16/2016	275852 WtrDistrib WtrDiSysRM 1,114.60 Invoice Net 1,114.60	
1432	FERGUSON ENTERPRISES I 1 40003350 521514	00001	21700241	INV	08/16/2016	275540 WtrDistrib WtrDiSysRM 541.40 Invoice Net 541.40	
1432	FERGUSON ENTERPRISES I 1 40003350 521514	00001	21700241	INV	08/16/2016	274386 WtrDistrib WtrDiSysRM 3,714.12 Invoice Net 3,714.12	



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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 81716ap 08/17/2016 DUE DATE: 08/17/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
1432	FERGUSON ENTERPRISES I 1 40003350 521514		00001 21700241	INV	08/16/2016	277699 1,011.42 1,011.42	
1432	FERGUSON ENTERPRISES I 1 40003350 521514		00001 21700241	INV	08/16/2016	0280092 90.99 90.99	
1432	FERGUSON ENTERPRISES I 1 40003350 521514		00001 21700241	INV	08/16/2016	275722 688.30 688.30	
						CHECK TOTAL	12,018.95
5344	FRANCE PUBLICATIONS, I 1 30701187 520018		00000 21700233	INV	08/16/2016	wr78282 3,800.00 3,800.00	
						CHECK TOTAL	3,800.00
1497	HAMILTON'S TOWING 1 10002121 520033		00001 21700225	INV	08/16/2016	89846 69.00 69.00	
						CHECK TOTAL	69.00
1571	JAMES, COOKE & HOBSON, 1 40013224 520543		00000 21700228	INV	08/16/2016	352939 395.59 395.59	
						CHECK TOTAL	395.59
1585	KEYWEST LOCK & SAFE 1 10003170 520506		00000 21700053	INV	08/16/2016	5125 19.58 19.58	
						CHECK TOTAL	19.58
1598	LABOR SYSTEMS 1 10005180 520037		00000 21700196	INV	08/16/2016	9916534 552.60 552.60	
1598	LABOR SYSTEMS 1 50271189 541110		00000 21700038	INV	08/16/2016	9916385 660.96 660.96	
1598	LABOR SYSTEMS 1 50271189 541110		00000 21700038	INV	08/16/2016	9916536 554.88 554.88	
1598	LABOR SYSTEMS 1 10005180 520037		00000 21700196	INV	08/16/2016	9916456 416.49 416.49	
1598	LABOR SYSTEMS 1 10002121 520037		00000 21700244	INV	08/17/2016	9916531 1,420.86 1,420.86	
1598	LABOR SYSTEMS		00000 21700244	INV	08/17/2016	9916535	



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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 81716ap 08/17/2016 DUE DATE: 08/17/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
	1 10002121 520037			PAdmin ProfSvcGen		243.98	
				Invoice Net		243.98	
1598	LABOR SYSTEMS		00000 21700245	INV	08/17/2016	9916533	
	1 30522121 510001			ImpFund SalWag		705.84	
				Invoice Net		705.84	
1598	LABOR SYSTEMS		00000 21700073	INV	08/17/2016	9916532	
	1 30352121 520037			RICO ProfSvcGen		761.84	
				Invoice Net		761.84	
				CHECK TOTAL		5,317.45	-----
1601	LANGUAGE LINE SERVICES		00000 21700170	INV	08/17/2016	3871949	
	1 10002121 520037			PAdmin ProfSvcGen		131.21	
				Invoice Net		131.21	
				CHECK TOTAL		131.21	-----
1622	LOOMIS		00000 21700040	INV	08/16/2016	11856660	
	1 10002120 520037			CityCrt ProfSvcGen		354.35	
				Invoice Net		354.35	
				CHECK TOTAL		354.35	-----
5342	M & M PORTABLE TOILETS		00000 21700131	INV	08/16/2016	a26980	
	1 10002140 526118			FAdmin OperTrai		125.70	
				Invoice Net		125.70	
5342	M & M PORTABLE TOILETS		00000 21700047	INV	08/16/2016	a26951	
	1 50012140 520037			CemImp ProfSvcGen		180.35	
				Invoice Net		180.35	
5342	M & M PORTABLE TOILETS		00000 21700131	INV	08/16/2016	a26999	
	1 10002140 526118			FAdmin OperTrai		125.70	
				Invoice Net		125.70	
				CHECK TOTAL		431.75	-----
5124	MARICOPA ASSOCIATION O		00001 21700218	INV	08/16/2016	mb00169	
	1 10001101 520043			CM MAG		9,921.00	
				Invoice Net		9,921.00	
				CHECK TOTAL		9,921.00	-----
1661	MCCLURE, STEVEN		00000 21700039	INV	08/16/2016	080316	
	1 10002120 520016			CityCrt PubDef		900.00	
				Invoice Net		900.00	
				CHECK TOTAL		900.00	-----
999995	DESERT SERVICES INC		00000	INV	08/17/2016	refund pool res.	
	1 9999 117560			PolCah RecClearAc		423.00	
				Invoice Net		423.00	
				CHECK TOTAL		423.00	-----
999994	PETTY CASH - COMM CENT		00000	INV	08/17/2016	QRT AUCTION 8/26/16	



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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 81716ap 08/17/2016 DUE DATE: 08/17/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
	1 9999 102015			PolCah Invoice Net		1,000.00 1,000.00	
						CHECK TOTAL	1,000.00
2082 PETER M WECHSLER LAW E	1 30352121 520037			00000 21700141 INV RICO ProfSvcGen Invoice Net	08/17/2016	bpd20168swat 2,500.00 2,500.00	
						CHECK TOTAL	2,500.00
1780 POLYDYNE INC	1 40013222 521540			00001 21700159 INV SundBuck Chem Invoice Net	08/16/2016	278964 21.39 21.39	
						CHECK TOTAL	21.39
1822 RAINFOREST PLUMBING &	1 10003170 520506			00000 21700203 INV PubWrkAdmi RepRep Invoice Net	08/16/2016	444040 568.58 568.58	
1822 RAINFOREST PLUMBING &	1 30903170 520506			00000 21700142 INV SundCross RepRep Invoice Net	08/16/2016	444024 779.10 779.10	
1822 RAINFOREST PLUMBING &	1 30903170 520506			00000 21700142 INV SundCross RepRep Invoice Net	08/16/2016	444025 207.76 207.76	
1822 RAINFOREST PLUMBING &	1 30903170 520506			00000 21700142 INV SundCross RepRep Invoice Net	08/16/2016	444026 628.29 628.29	
1822 RAINFOREST PLUMBING &	1 30903170 520506			00000 21700142 INV SundCross RepRep Invoice Net	08/16/2016	444027 1,879.48 1,879.48	
1822 RAINFOREST PLUMBING &	1 10003170 520506			00000 21700203 INV PubWrkAdmi RepRep Invoice Net	08/16/2016	444028 995.74 995.74	
1822 RAINFOREST PLUMBING &	1 10003170 520506			00000 21700203 INV PubWrkAdmi RepRep Invoice Net	08/16/2016	444029 98.00 98.00	
1822 RAINFOREST PLUMBING &	1 10003170 520506			00000 21700203 INV PubWrkAdmi RepRep Invoice Net	08/16/2016	444323 1,029.07 1,029.07	
1822 RAINFOREST PLUMBING &	1 10003170 520506			00000 21700204 INV PubWrkAdmi RepRep Invoice Net	08/16/2016	444341 8,862.13 8,862.13	
						CHECK TOTAL	15,048.15
1896 SHAMROCK FOODS COMPANY	1 35754150 521502			00000 21700003 INV AAA ProSupEq Invoice Net	08/16/2016	15678190 68.52 68.52	
1896 SHAMROCK FOODS COMPANY				00000 21700003 INV	08/16/2016	15650631	

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City of Buckeye, AZ - LIVE  
DETAIL INVOICE LIST

P 9  
apwarrnt

CASH ACCOUNT: 9999      104000      Cash in Bank - Checking      CHECK: 81716ap      08/17/2016      DUE DATE: 08/17/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
	1 35754150 521502	AAA		ProSupEq		68.52	
		Invoice Net				68.52	
						CHECK TOTAL	137.04
5357	SHASTA INDUSTRIES, INC	00001	21700234	INV	08/16/2016	cs98492	
	1 10003170 520506	PubWrkAdmi		RepRep		6,850.00	
		Invoice Net				6,850.00	
						CHECK TOTAL	6,850.00
1858	SHI INTERNATIONAL CORP	00001	21700206	INV	08/16/2016	b05362198	
	1 10001189 521502	IT		ProSupEq		1,808.78	
	2 10001189 521502	IT		ProSupEq		572.94	
	3 10001189 521502	IT		ProSupEq		1,229.70	
	4 10001189 521502	IT		ProSupEq		863.65	
	5 10001189 521502	IT		ProSupEq		1,533.15	
	6 10001189 521502	IT		ProSupEq		3,037.65	
		Invoice Net				9,045.87	
						CHECK TOTAL	9,045.87
1902	SHRED-IT USA LLC	00000	21700162	INV	08/17/2016	9411906665	
	1 10002121 521502	PDAdmin		ProSupEq		77.21	
		Invoice Net				77.21	
						CHECK TOTAL	77.21
5229	SWEETWATER AUTO GLASS	00001	21700265	INV	07/21/2016	1003380	
	1 31001115 521508	RiskMgmt		AutoExp		346.23	
		Invoice Net				346.23	
5229	SWEETWATER AUTO GLASS	00001	21700265	INV	07/21/2016	1003381	
	1 31001115 521508	RiskMgmt		AutoExp		371.16	
		Invoice Net				371.16	
5229	SWEETWATER AUTO GLASS	00001	21700265	INV	07/27/2016	1003384	
	1 31001115 521508	RiskMgmt		AutoExp		21.86	
		Invoice Net				21.86	
5229	SWEETWATER AUTO GLASS	00001	21700265	INV	08/12/2016	1003393	
	1 31001115 521508	RiskMgmt		AutoExp		379.92	
		Invoice Net				379.92	
5229	SWEETWATER AUTO GLASS	00001	21700265	INV	08/18/2016	1003394	
	1 31001115 521508	RiskMgmt		AutoExp		278.21	
		Invoice Net				278.21	
5229	SWEETWATER AUTO GLASS	00001	21700265	INV	08/19/2016	1003395	
	1 31001115 521508	RiskMgmt		AutoExp		241.25	
		Invoice Net				241.25	
						CHECK TOTAL	1,638.63
2008	TRAFFICADE SIGNS & SAL	00000	21700210	INV	08/16/2016	1349568	
	1 40003350 521514	WtrDistrib		WtrDiSysRM		836.87	
		Invoice Net				836.87	

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City of Buckeye, AZ - LIVE  
DETAIL INVOICE LIST

P 10  
apwarrnt

CASH ACCOUNT: 9999      104000      Cash in Bank - Checking      CHECK: 81716ap      08/17/2016      DUE DATE: 08/17/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
						CHECK TOTAL	836.87
2010	TRANS WEST ANALYTICAL	00002	21700248	INV	08/16/2016	1362896	
	1 40013222 520049		SundBuck	LabFees		1,892.00	
			Invoice Net			1,892.00	
2010	TRANS WEST ANALYTICAL	00002	21700248	INV	08/16/2016	1362893	
	1 40013221 520049		CtrBuck	LabFees		1,875.00	
			Invoice Net			1,875.00	
2010	TRANS WEST ANALYTICAL	00002	21700248	INV	08/16/2016	1362888	
	1 40013223 520049		TartBuck	LabFees		1,444.00	
			Invoice Net			1,444.00	
2010	TRANS WEST ANALYTICAL	00002	21700248	INV	08/16/2016	1362894	
	1 40013224 520049		FesBuck	LabFees		1,646.00	
			Invoice Net			1,646.00	
						CHECK TOTAL	6,857.00
5340	TRANSOURCE SERVICES, C	00001	21700071	INV	08/16/2016	128676	
	1 30522121 521910		ImpFund	EnfProSu		6,822.90	
			Invoice Net			6,822.90	
						CHECK TOTAL	6,822.90
2030	U.S. FOOD INC	00001	21700015	INV	08/17/2016	5764187	
	1 35754150 521502		AAA	ProSupEq		1,221.14	
			Invoice Net			1,221.14	
2030	U.S. FOOD INC	00001	21700015	INV	08/17/2016	5634794	
	1 35754150 521502		AAA	ProSupEq		1,067.02	
			Invoice Net			1,067.02	
						CHECK TOTAL	2,288.16
2061	VERN LEWIS WELDING	00000	21700105	INV	08/16/2016	r116070171	
	1 10002140 522153		FDAdmin	MedSup		42.44	
			Invoice Net			42.44	
2061	VERN LEWIS WELDING	00000	21700105	INV	08/16/2016	r116070170	
	1 10002140 522153		FDAdmin	MedSup		35.36	
			Invoice Net			35.36	
						CHECK TOTAL	77.80
2077	WATCH SYSTEMS	00000	21700165	INV	08/16/2016	30666	
	1 10002121 526120		PDAdmin	DuesSub		112.33	
			Invoice Net			112.33	
						CHECK TOTAL	112.33
=====							
122 INVOICES						CHECK TOTAL	183,261.31
						CASH ACCOUNT BALANCE	17,481,120.67
=====							

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City of Buckeye, AZ - LIVE  
CHECK SUMMARY

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apwarnt

CHECK: 81716ap 08/17/2016

DUE DATE: 08/17/2016

FUND ORG	ACCOUNT	AMOUNT	AVLB BUDGET		
1000 10001101	City Manager	1000-10-101-101-0000-520043-	Maricopa Assoc of Gove	9,921.00	359.00
1000 10001110	Finance Admin	1000-10-110-110-0000-520002-	Audit Services	18,500.00	.00
1000 10001110	Finance Admin	1000-10-110-110-0000-520021-	City Prosecutor	10,000.00	.00
1000 10001189	Information Techno	1000-10-128-189-0000-520018-	General Contractual Se	1,200.00	6,960.68
1000 10001189	Information Techno	1000-10-128-189-0000-521502-	Program Supplies/Equip	9,045.87	1,080.24
1000 10002120	City Court	1000-20-117-120-0000-520016-	Public Defender	900.00	2,300.00
1000 10002120	City Court	1000-20-117-120-0000-520037-	Professional Services	354.35	102.88
1000 10002121	Police Administrat	1000-20-120-121-0000-520033-	Vehicle Towing	69.00	7,926.25
1000 10002121	Police Administrat	1000-20-120-121-0000-520037-	Professional Services	1,796.05	33,434.69
1000 10002121	Police Administrat	1000-20-120-121-0000-521501-	Office Supply/Equipmen	902.00	1,626.70
1000 10002121	Police Administrat	1000-20-120-121-0000-521502-	Program Supplies/Equip	390.70	26,291.07
1000 10002121	Police Administrat	1000-20-120-121-0000-526120-	Dues and Subscription	112.33	3,662.06
1000 10002140	Fire Administratio	1000-20-122-140-0000-522153-	Medical Supplies	1,782.20	907.92
1000 10002140	Fire Administratio	1000-20-122-140-0000-526118-	Operational Training	251.40	2,539.51
1000 10003170	Public Works Admin	1000-30-130-170-0000-520506-	Repair and Replace	20,952.55	48,062.60
1000 10005180	Development Servic	1000-50-133-180-0000-520037-	Professional Services	18,376.89	9,958.10
1000 10005180	Development Servic	1000-50-133-180-0000-549999-	Completed Capital	402.91	.00
		FUND TOTAL		94,957.25	
CASH ACCOUNT 9999 104000	BALANCE	17,481,120.67			
3035 30352121	RICO	3035-20-120-121-0000-520037-	Professional Services	3,261.84	51,282.74
		FUND TOTAL		3,261.84	
CASH ACCOUNT 9999 104000	BALANCE	17,481,120.67			
3052 30522121	Impound Fund	3052-20-120-121-0000-510001-	Salaries and Wages	705.84	4,240.94
3052 30522121	Impound Fund	3052-20-120-121-0000-521910-	Enforcement Prog Suppl	6,822.90	5,199.23
		FUND TOTAL		7,528.74	
CASH ACCOUNT 9999 104000	BALANCE	17,481,120.67			
3070 30701187	Eco Dev Reinvestme	3070-10-126-187-0000-520018-	General Contractual Se	3,800.00	8,340.22
		FUND TOTAL		3,800.00	
CASH ACCOUNT 9999 104000	BALANCE	17,481,120.67			
3090 30903170	Sundance Crossings	3090-30-130-170-0000-520037-	Professional Services	936.00	60,000.00
3090 30903170	Sundance Crossings	3090-30-130-170-0000-520506-	Repair and Replace	3,494.63	79,944.03
		FUND TOTAL		4,430.63	
CASH ACCOUNT 9999 104000	BALANCE	17,481,120.67			
3100 31001115	Risk Mgmt Retentio	3100-10-115-115-0000-521508-	Automotive Expenses	1,638.63	.00



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City of Buckeye, AZ - LIVE  
CHECK SUMMARY

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CHECK: 81716ap 08/17/2016

DUE DATE: 08/17/2016

FUND ORG	ACCOUNT		AMOUNT	AVLB BUDGET
		FUND TOTAL	1,638.63	
CASH ACCOUNT 9999 104000	BALANCE 17,481,120.67			
3575 35754150 Area Agency on Agi	3575-40-125-150-0000-521502-	Program Supplies/Equip	2,575.20	1,390.67
		FUND TOTAL	2,575.20	
CASH ACCOUNT 9999 104000	BALANCE 17,481,120.67			
3810 38103202 Highway User Reven	3810-30-130-202-0000-520602-	Traffic Signal R&M	1,500.00	17,783.52
		FUND TOTAL	1,500.00	
CASH ACCOUNT 9999 104000	BALANCE 17,481,120.67			
4000 40003210 Water Utility Admi	4000-30-210-210-0000-521922-	Uniforms	1,740.85	648.04
4000 40003211 Irrigation	4000-30-210-211-0000-526024-	Purchased Water (Irrig	10,000.00	.00
4000 40003350 Water Distribution	4000-30-210-350-0000-520574-	Fire Hydrant Maint/Rep	4,633.12	.00
4000 40003350 Water Distribution	4000-30-210-350-0000-521514-	Water Distrib System R	8,222.70	.00
		FUND TOTAL	24,596.67	
CASH ACCOUNT 9999 104000	BALANCE 17,481,120.67			
4001 40013220 Wastewater Adminis	4001-30-215-220-0000-521922-	Uniforms	1,356.84	2,176.90
4001 40013221 Central Buckeye	4001-30-215-221-0000-520049-	Laboratory Fees	1,875.00	.00
4001 40013222 Sundance Buckeye	4001-30-215-222-0000-520049-	Laboratory Fees	1,892.00	.00
4001 40013222 Sundance Buckeye	4001-30-215-222-0000-521540-	Chemicals	21.39	.00
4001 40013223 Tartesso Buckeye	4001-30-215-223-0000-520049-	Laboratory Fees	1,444.00	.00
4001 40013224 Festival Buckeye	4001-30-215-224-0000-520049-	Laboratory Fees	1,646.00	.00
4001 40013224 Festival Buckeye	4001-30-215-224-0000-520543-	WW R&M	395.59	.00
		FUND TOTAL	8,630.82	
CASH ACCOUNT 9999 104000	BALANCE 17,481,120.67			
4005 40053205 Solid Waste	4005-30-205-205-0000-521922-	Uniforms	15.87	141.38
		FUND TOTAL	15.87	
CASH ACCOUNT 9999 104000	BALANCE 17,481,120.67			
4010 40103200 Airport	4010-30-200-200-0000-520027-	Airport Fuel Services	26,938.72	26,479.09
		FUND TOTAL	26,938.72	
CASH ACCOUNT 9999 104000	BALANCE 17,481,120.67			

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City of Buckeye, AZ - LIVE  
CHECK SUMMARY

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CHECK: 81716ap 08/17/2016		DUE DATE: 08/17/2016			
FUND ORG	ACCOUNT		AMOUNT	AVLB BUDGET	
5001 50012140	Cemetery Improveme	5001-20-122-140-0000-520037-	Professional Services	180.35	1,085.00
			FUND TOTAL	<u>180.35</u>	
CASH ACCOUNT 9999	104000	BALANCE	17,481,120.67		
5027 50271189	Automation & Techn	5027-10-128-189-0000-541110-	Computer Software >\$5,	1,215.84	441,882.74
			FUND TOTAL	<u>1,215.84</u>	
CASH ACCOUNT 9999	104000	BALANCE	17,481,120.67		
5028 50281189	Technology Life Cy	5028-10-128-189-0000-521502-	Program Supplies/Equip	567.75	15,623.38
			FUND TOTAL	<u>567.75</u>	
CASH ACCOUNT 9999	104000	BALANCE	17,481,120.67		
9999 9999	Pooled Cash	9999-00-000-000-0000-102015-	Petty Cash - Senior Ce	1,000.00	
9999 9999	Pooled Cash	9999-00-000-000-0000-117560-	Rec Clearing Acct	423.00	
			FUND TOTAL	<u>1,423.00</u>	
CASH ACCOUNT 9999	104000	BALANCE	17,481,120.67		
			CHECK SUMMARY TOTAL	<u>183,261.31</u>	
			GRAND TOTAL	<u>183,261.31</u>	

\*\* END OF REPORT - Generated by Pam Tulkan \*\*



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City of Buckeye, AZ - LIVE  
DETAIL INVOICE LIST

P 1  
apwarrnt

CASH ACCOUNT: 9999      104000      Cash in Bank - Checking      CHECK: 081516      08/15/2016      DUE DATE: 08/15/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
1279	CANON SOLUTIONS AMERIC 1 10005185 521501	00000	21700028	INV	08/08/2016	988711754 371.56 371.56 Invoice Net	371.56
1406	ENTERSECT 1 10002121 526120	00001	21700145	INV	08/08/2016	816EP31005 75.00 75.00 Invoice Net	75.00
1227	TERRY W BRANDT 1 40103200 520037	00000	21700102	INV	08/08/2016	1607 250.00 250.00 Invoice Net	250.00
=====							
3 INVOICES						CHECK TOTAL	696.56
						CASH ACCOUNT BALANCE	17,481,120.67
=====							



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City of Buckeye, AZ - LIVE  
CHECK SUMMARY

P 2  
apwarrnt

CHECK: 081516 08/15/2016		DUE DATE: 08/15/2016	
FUND ORG	ACCOUNT	AMOUNT	AVLB BUDGET
1000 10002121	Police Administrat	1000-20-120-121-0000-526120-	Dues and Subscription 75.00 3,662.06
1000 10005185	Engineering	1000-50-134-185-0000-521501-	Office Supply/Equipmen 371.56 324.94
CASH ACCOUNT 9999 104000		BALANCE 17,481,120.67	FUND TOTAL 446.56
4010 40103200	Airport	4010-30-200-200-0000-520037-	Professional Services 250.00 310.00
CASH ACCOUNT 9999 104000		BALANCE 17,481,120.67	FUND TOTAL 250.00
		CHECK SUMMARY TOTAL	696.56
		GRAND TOTAL	696.56

\*\* END OF REPORT - Generated by Pam Tulkan \*\*

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**CITY OF BUCKEYE  
COUNCIL ACTION REPORT**

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

MEETING DATE:	September 20, 2016	AGENDA ITEM:	*SA.
DATE PREPARED:	August 8, 2016	DISTRICT NO.:	ALL
STAFF LIAISON:	Cheryl Sedig, Director	DIRECTOR APPROVAL:	CS
DEPARTMENT:	Community Services	FINANCE APPROVAL:	LP

Will not be added without both approvals

**ACTION / MOTION:** (This language identifies the formal motion to be made by Council)

Council to take action on approving the Art Display Agreement between the City of Buckeye ("City") and the Buckeye Main Street Coalition (the "Coalition") for the display of works by artist Harold Lyon in City buildings.

WORKSHOP  
  SPECIAL  
  CONSENT  
  NON-CONSENT  
  TABLED  
  PUBLIC HEARING

**RELEVANT COUNCIL GOAL:**

GOAL 2: Enhanced Economic Well-Being and Vitality

**SUMMARY**

**PROJECT DESCRIPTION:**

The City desires to promote, sustain and cultivate public art through the display of art pieces at display sites at City buildings in Buckeye, Arizona. Sharing the same desire, the Coalition has agreed to lend framed paintings by well-known western artist Harold Lyon; to be displayed in City Hall and at City libraries for the purpose of art education and community interests.

**BENEFITS:** The purpose of the Agreement is to promote and showcase the arts within the City where visitors can admire the talent and artistic western paintings of the well-known artist Harold Lyon.

**FUTURE ACTION:** *Council and staff; does this need to be communicated internally/externally?*

Over the course of the two year agreement, paintings will be rotated throughout the display sites at City Hall and City libraries. Additional City building locations may be added by an amendment to the Agreement. The City has the right to remove the display of art in its sole discretion.

**FINANCIAL IMPACT STATEMENT:** *Must be completed before submission*

N/A

**CURRENT FISCAL YEAR TOTAL COST**

N/A

BUDGETED  
 UNBUDGETED FISCAL YEAR BUDGET (check one)

F/Y:

N/A

FUND / DEPARTMENT (GL#):

N/A

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

Agreement

## ART DISPLAY AGREEMENT

This Art Display Agreement ("Agreement") is made and entered on this \_\_\_\_\_ day of September, 2016 by and between the City of Buckeye, Buckeye, Arizona ("City"), and the Buckeye Main Street Coalition ("Coalition") on the terms and conditions set forth below.

WHEREAS, the City desires to promote, sustain and cultivate public art through the display of art pieces at Display Sites in Buckeye, Arizona; and

WHEREAS, the City has established Display Sites for the placement of art; and

WHEREAS, in exchange for the promotion of the arts, the Coalition desires to lend, at no cost to the City, Artwork, as depicted on Exhibit A, attached hereto and incorporated herein by reference, for display at the Display Sites designated below.

NOW, THEREFORE, in consideration of the promises and the agreements contained herein, the Parties hereby agree as follows:

1. **ARTWORK**—Limited to the framed paintings of artist Harold Lyon as per Exhibit A, attached hereto.
2. **DISPLAY SITE**—The Artwork will be located at City Hall, 530 E Monroe Ave, Buckeye, AZ 85326 and Buckeye Public Library branches—310 N 6<sup>th</sup> St, Buckeye, AZ and 21699 W Yuma Rd #116, Buckeye, AZ 85326. Other City buildings may be added upon agreement between the City and the Coalition and Exhibit A shall be amended to reflect those additional display sites. Both the Coalition and the City recognize that not all of the artwork may fit in the display site due to the inventory and/or size of the artwork.
3. **DELIVERY/LOAN PERIOD**—Coalition hereby agrees to loan the Artwork to the City for the time period of two years. Coalition acknowledges and agrees that all Artwork submitted for display is subject to final approval of the City Manager prior to any placement or installation of Artwork at the Display Site. The City may, in its sole discretion, have the Artwork removed from a Display Site prior to the expiration of this Agreement.
4. **INSTALLATION**—the Artwork shall be installed and incorporated into the Display Site and will be installed by the Public Works Department. Only framed artwork will be installed. All unframed artwork, if desired for display, shall be framed by the Coalition prior to installation at no cost to the City.
5. **INSURANCE**—the City agrees to insure the Artwork on Loan for damage/loss by theft and/or damage while displayed at Display Sites. A certificate of property insurance will be provided to the Coalition.
6. **PHOTOGRAPHIC RIGHTS**—The Coalition hereby grants permission to the City and the Council to photograph and/or videotape and/or to authorize others to photograph and/or videotape the Artwork for any non-commercial use, including but not limited to, installation documentation, publicity of the Artwork, record keeping and additional non-commercial purposes such as, among others, education, public relations and promotion of the arts. The Coalition recognizes that residents of Buckeye may, from time to time, photograph the artwork for their own purposes and the City has no ability to restrict photography for any reason by its citizens, residents or patrons of its public facilities.
7. **Representations and Warranties Regarding Copyright**—The Coalition warrants and represents that the Artwork is an original creation of Harold Lyon and will not infringe the copyright, trademark or other intangible rights of any third party.
8. **TERMINATION**—This Agreement may, at any time, be terminated for any reason by written notification of 30 days by either party. If termination by the Coalition, the 30 days notification shall be in addition to the ability of the Public Works Department to schedule removal of the artwork from the display site.
9. **TERM** – The term of this Agreement shall be for two years, commencing on September 20, 2016 and expiring on September 20, 2018, unless earlier terminated as provide herein.

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Ron Noble, President  
Buckeye Main Street Coalition  
423 E Monroe  
Buckeye, AZ 85326

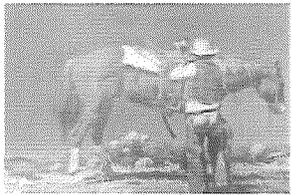
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Roger Klingler, City Manager  
City of Buckeye  
530 E Monroe  
Buckeye, AZ 85326

EXHIBIT A  
TO  
ART DISPLAY AGREEMENT  
BETWEEN  
CITY OF BUCKEYE  
AND  
BUCKEYE MAIN STREET COALITION

[Artwork]

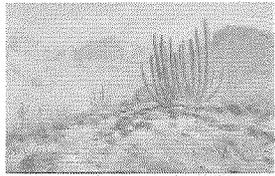
See following pages.



ANOTHER DAY (UNFRAMED)	18 X 24	\$	5,000.00	
ARIZONA SUNSET (UNFRAMED)	24 X 36	\$	5,250.00	
BIG HORN	24 X 36	\$	9,150.00	
BRINGING IN THE LITTLE ONE	24 X 36	\$	9,150.00	
BRINGING THEM IN (UNFRAMED)	24 X 36	\$	5,250.00	
BY COOL WATER	24 X 30	\$	5,250.00	



CERAMONI	24 X 36	\$	9,150.00	
COFFEE TIME	36 X 48	\$	16,250.00	
DAYS END	18 X 36	\$	5,250.00	
DAYS END #2	34 X 60	\$	22,000.00	
DESERT CREEK (UNFRAMED)	24 X 36	\$	5,250.00	
DESERT LIGHT (UNFRAMED)	24 X 30	\$	4,000.00	



DESERT VISTA	18 X 24	\$	5,000.00	
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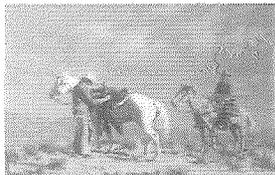
DISTANT RIDER	36 X 48	\$	16,250.00	
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FALLEN TIMBER	30 X 40	\$	11,125.00	
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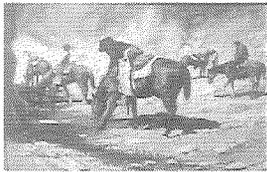
FIXIN THE SADDLE	36 X 24	\$	16,250.00	
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FORT HUACHUCA CALVARY	44 X 72	\$	25,000.00	
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FRESH WATER	30 X 40	\$	11,125.00	
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LATE AGAIN

48 X 36

\$ 5,250.00



MAKING TIME

30 X 48

\$ 13,750.00



NIGHT RIDERS

34 X 60

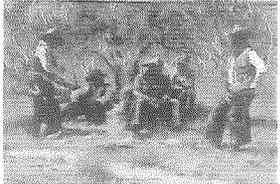
\$ 22,000.00



NOON BREAK

36 X 48

\$ 16,250.00



OCEAN PINES (UNFRAMED)

24 X 36

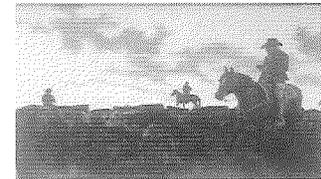
\$ 5,250.00



RIDE ON The WIND

60 X 44

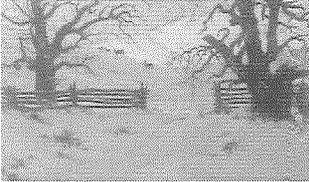
\$ 20,000.00



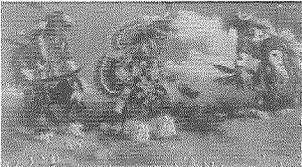
SUN SET	24 X 40	\$	9,100.00	
SUNRISE SALT PACKER	24 X 48	\$	10,652.00	
THE CHOLLA GARDEN	24 X 36	\$	9,150.00	
THE OPEN GATE	18 X 24	\$	5,000.00	
THUNDERHEAD	72 X 44	\$	25,000.00	
WAITING	18 X 24	\$	5,000.00	



WILD AND FREE (UNFRAMED)	24 X 48	\$	9,150.00
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WINTERLAND	24 X 48	\$	10,652.00
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YESTERDAY	30 X 60	\$	16,250.00
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TOTALS:		\$	368,154.00
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SB

SB

SB

SB

SB

**CITY OF BUCKEYE  
COUNCIL ACTION REPORT**

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

MEETING DATE:	September 20, 2016	AGENDA ITEM:	*SP.
DATE PREPARED:	August 23, 2016	DISTRICT NO.:	<del>Choose an item.</del> All
STAFF LIAISON:	Larry Hall	DIRECTOR APPROVAL:	LH
DEPARTMENT:	Police	FINANCE APPROVAL:	LP

Will not be added without both approvals

**ACTION / MOTION:** (This language identifies the formal motion to be made by Council)

Council to take action on Resolution No. 61-16, approving the Intergovernmental Agreement (IGA) for Enhanced Animal Control Services between the City of Buckeye (the "City") and Maricopa County, and administered through Animal Care and Control Department (MCACC), and authorizing the Mayor to execute and deliver said Agreement.

WORKSHOP  
  SPECIAL  
  CONSENT  
  NON-CONSENT  
  TABLED  
  PUBLIC HEARING

**RELEVANT COUNCIL GOAL:**

GOAL 5: Responsive and Accountable Government and Effective Public Services

Choose an item.

**SUMMARY**

**PROJECT DESCRIPTION:**

The City entered into an IGA with MCACC for enhanced animal control services approved by the Mayor and Council on June 3, 2014. MCACC responds to animal control issues on a 24 hour, 7 day a week basis. Services include assisting officers with animal control issues such as animal bites, aggressive animals, animals at large, confined dogs, injured animals, animals in distress and various other responses. Additional services include educational services to the public, schools and City personnel at no additional charge to the City. The current IGA expired on June 30, 2016 and both parties desire to approve a new IGA. The term of the agreement is from July 1, 2016 through June 30, 2019.

**BENEFITS:**

Without this service, insufficient patrol resources are available to provide animal control services and will place a strain on patrol operations that are already struggling to sustain minimum staffing needed to meet response time expectations within the City. MCACC will be available, when requested, to attend neighborhood community events.

**FUTURE ACTION:** *Council and staff; does this need to be communicated internally/externally?*

Upon Council approval, the City Clerk will coordinate the City's execution of said IGA and the Buckeye Police Department will coordinate MCACC's execution and provide the City Clerk's office with the fully executed IGA once obtained by MCACC.

**FINANCIAL IMPACT STATEMENT:** *Must be completed before submission*

Contracted amount is \$79,992 billed on a quarterly basis for Fiscal Years 2017-2019. This Agreement may be renewed for up to two successive two-year terms by the mutual agreement of the Parties, subject to availability and appropriation of funds for renewal. Any extension, modification or amendment to this Agreement shall be approved by both Parties in writing. Either party may, with or without cause, terminate this Agreement by giving the other Party sixty (60) days prior written notice of such termination.

---

**CURRENT FISCAL YEAR TOTAL COST**

**\$79,992**

BUDGETED  UNBUDGETED FISCAL YEAR BUDGET (check one)      FY:      2017

FUND / DEPARTMENT (GL#):      10002121-520037

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**ATTACHMENTS:** *\*\*ADDITIONAL INFORMATION AVAILABLE IN THE OFFICE OF THE CITY CLERK*  
Resolution 61-16 and IGA

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**RESOLUTION NO. 61-16**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT FOR ENHANCED ANIMAL CONTROL SERVICES BETWEEN THE CITY OF BUCKEYE AND MARICOPA COUNTY; AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID INTERGOVERNMENTAL AGREEMENT.**

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

Section 1. The Intergovernmental Agreement for Enhanced Animal Control Services between the City of Buckeye and Maricopa County (the "Agreement") 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 20th day of September, 2016.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

INTERGOVERNMENTAL  
AGREEMENT

FISCAL YEARS 2017-2019

AGREEMENT FOR ENHANCED ANIMAL CONTROL SERVICES

BETWEEN

Maricopa County

And

The City of Buckeye

Contract No. \_\_\_\_\_

## AGREEMENT FOR ENHANCED ANIMAL CONTROL SERVICES

This Intergovernmental Agreement, ("Agreement"), is entered into by and between Maricopa County, administered through Maricopa County Animal Care and Control, ("COUNTY") and the City of Buckeye, ("CITY"). The County and City may be referred to individually as "Party or collectively as "Parties."

### RECITALS

The COUNTY maintains facilities, equipment, and trained personnel for provision of animal control services.

The COUNTY is authorized to enter into this Agreement by A.R.S. § 11-201, 11-952, 11-1005;

The CITY is authorized to enter into this Agreement pursuant to A.R.S. § 11-952.

The CITY is in need of the animal control services and desires to enter into this Agreement with the County for enhanced animal control services.

The CITY and COUNTY desire to enter into this Agreement to establish the Parties' rights and responsibilities with respect to the Services.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### GENERAL PROVISIONS

#### 1. Definitions:

**Afterhours operations:** refers to the hours of 10 p.m. to 8 a.m. seven days a week and all County Observed Holidays.

**Aggressive Dog:** any dog that has bitten a person or domestic animal without provocation or that has a known history of attacking persons or domestic animals without provocation.

**Animal:** refers generally to dogs, but may also include cats that have bitten a human.

**Animal Control Ordinance:** Maricopa County Animal Control Ordinance and the Buckeye City Code dated June 21, 2011, Article 6-1-4, Sec. 6-1-5, 6-1-9, 6-1-10, 6-1-14 and 6-1-17 attached hereto as Appendix E.

**Animal At-Large:** Dog that is not contained by an enclosure or physically restrained by a leash.

**Animal Control Services:** Includes:

- a. control or impound of animals (dogs) at large; and
- b. enforcement of licensing and rabies vaccination laws and ordinances; and
- c. rabies surveillance and impound of dogs and cats who have bitten a human.

**Bite Animal At-Large:** a dog or cat that has bitten a human.

**County Observed Holidays:** Holidays identified on Appendix D.

**Enhanced Animal Control Services:** Basic animal control services performed within the response periods prescribed for priority dispatch in Appendix A.

**Normal Hours of Operation:** Refers to the hours of 8 a.m. to 5 p.m. seven days a week except County Observed Holidays.

**Limited Operations Hours:** Refers to the hours of 5 p.m to 10 p.m. seven days a week except County Observed Holidays.

**Priority 1 Dispatch:** Request for service from the police or fire departments or calls from the public involving a bite animal at-large.

**Priority 2 Dispatch:** Request for service involving an animal at-large on school property while school is in session; aggressive dogs or injured or sick stray dogs in imminent harm.

**Priority 3 Dispatch:-** Request for service to impound stray dogs and to quarantine and investigate dog and cat bites to human victims; confined stray at business or private home; citizen request contact with officer to provide information on stray dog issue.

**Priority 4 Dispatch:** Request for service to enforce license or leash laws.

**Response Time:** The time within which the County will respond to a call for service which varies based on the time of the call and the priority assigned to the call.

**Stray dogs:** Means any dog three months of age or older running at large that is not wearing a valid license tag.

**2. Term:**

The term of this Agreement is from July 1, 2016 through June 30, 2019 ("Initial Term"). This Agreement is effective upon full execution of the Parties.

**3. Renewal:**

This Agreement may be renewed for up to two successive two-year terms by the mutual agreement of the Parties, subject to availability and appropriation of funds for renewal. Any extension, modification or amendment to this Agreement shall be approved by both Parties in writing.

**4. Amendment:**

This Agreement supersedes all previous Agreements between the Parties concerning animal control services. Nothing in this Agreement may be modified or waived except by prior written amendment, duly executed by both Parties.

**5. Termination:**

Either party may, with or without cause, terminate this Agreement by giving the other Party sixty (60) days prior written notice of such termination. Upon termination of this Agreement, all property used in performing services under this Agreement shall be returned promptly to the Party owning or having the right to possess the same.

**6. Insurance:**

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

**7. Record Keeping and Audits:**

The Parties agree to maintain and furnish to each other such records and documents pertaining to the services provided pursuant to this Agreement as may be required by this Agreement and any applicable Federal and State laws, rules and regulations. Each Party, prior to conducting an audit, must give sixty (60) calendar days' notice to the other Party. Notice shall be given as provided in section 15 (E).

**8. Default:**

In the event of non-payment by CITY this Contract shall be terminated and COUNTY obligations hereunder shall immediately cease.

**9. County Reporting Obligations:**

COUNTY shall provide CITY with quarterly routine statistical and/or management reports which provided the following information: the number of calls, the date and time the call was received, incident address or area, descriptor (stray/dangerous), and disposition of the call concerning the services provided pursuant to this Agreement.

**10. Amendments to Ordinances:**

By this Agreement, the County has agreed to provide enforcement of the Animal Control Ordinances. If the City changes its Ordinance, the County may at its option, decline to enforce the changes to the Animal Control Ordinance or enter into a written amendment adding enforcement of such changes which may include modification of service and additional payment terms

**11. Conflict of Interest:**

Pursuant to the provisions of A.R.S. § 38-511, either Party may cancel the Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of that Party is at any time while the Agreement or any extension thereof is in effect an employee of any other Party to the Agreement in any City to any other Party to the Agreement with respect to the subject matter of the Agreement.

**12. Indemnification:**

Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of the negligent performance of this Agreement, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

**13. Services:**

The COUNTY agrees to provide the animal control services described in Appendix B.

**14. Payment for Services:**

The CITY agrees to pay the COUNTY for services performed under this Agreement in accordance with Appendix A of this Agreement as may be amended. COUNTY will submit an invoice quarterly for Services to be provided. The CITY will submit payment to COUNTY within 30 days of receiving of a correct invoice for the initial term of this agreement; the City agrees to pay the County \$79,992.00. Thereafter, the City shall pay the County those fees approved by the Maricopa COUNTY Board of Supervisors in accordance with a formula developed by the Department and the COUNTY Office of Management and Budget, in accordance with Board of Supervisors Budgeting for Results Guidelines,

which require full recovery of the COUNTY's direct and indirect costs. See Appendix A.

**15. General Provisions:**

- A. Force Majeure: Neither Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures or power failures.
- B. This Agreement contains all the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.
- C. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against the COUNTY or the CITY in any State or Federal Court.
- D. The COUNTY and CITY warrant they are in compliance with the provisions in A.R.S. § 41-4401 (e-verify).
- E. Notices. Whenever written notice is required or permitted to be given by any Party to the other, such notice shall have been deemed to have been sufficiently given if personally delivered or deposited in the United States Mail in a properly stamped envelope, certified or registered mail, return-receipt-requested, addressed to:

Animal Care and Control:  
Finance Division  
Maricopa County Animal Care and Control  
2500 South 27<sup>th</sup> Avenue  
Phoenix, AZ 85009

City of Buckeye:  
City of Buckeye Police Department  
ATTN: City Manager  
530 East Monroe Avenue  
Buckeye, Arizona 85326

Copy to:

Scott W. Ruby, City Attorney  
Gust Rosenfeld, PLC  
One East Washington Street, Suite 1600  
Phoenix, Arizona 85004-2553

- F. This Agreement shall not be assigned, in whole or in part, without the prior written consent of the parties, and any purported assignment in contravention of this provision shall be null and void.
- G. This Agreement shall be construed in accordance with the law of the State of Arizona.
- H. Each Party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal and State whether or not specifically referenced herein.

- I. The person signing this Agreement warrant that they have full authority to do so and that their signatures shall bind the parties for which they sign.

**IN WITNESS WHEREOF**, the parties enter into this Agreement:

**MARICOPA COUNTY  
BOARD OF SUPERVISORS**

**CITY OF BUCKEYE**

By:

By:

\_\_\_\_\_  
Chairman

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

Attest:

Attest:

\_\_\_\_\_  
Clerk of the Board

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

This Agreement has been reviewed pursuant to A.R.S. § 11-952 *et. seq.* by the undersigned attorney, who has determined that it is in proper form and is within the power and authority granted under the laws of the State of Arizona.

By: \_\_\_\_\_  
Attorney for Board of Supervisors

By: \_\_\_\_\_  
City Attorney

**APPENDIX A**

**COMPENSATION SCHEDULE ANIMAL CONTROL SERVICES**

1. COUNTY Service Level:Enhanced

2. Service Cost

Fiscal year 2016-2017: \$79,992.00

Fiscal year 2017-2018: An amount to be determined pursuant to Section 14 of this Agreement.

Fiscal year 2017-2018: An amount to be determined pursuant to Section 14 of this Agreement.

## APPENDIX B

### SERVICES

1. The COUNTY shall be responsible for and enforce rabies/animal control all provisions in the Buckeye City Code Chapter 6: Animals, found in Article 6-1-4, Sec. 6-1-5, 6-1-9, 6-1-10, 6-1-14 & 6-1-17 within the geographic boundaries of Buckeye and in accordance with the terms of this Agreement.
2. Minimum Staffing: Staff sufficient to respond to approximately 90% of service requests within the time prescribed below.
3. Response Times during Ordinary Operation Hours: During Ordinary Operation Hours, the County staff shall arrive at the scene of an animal control incident within the time prescribed below based on the Priority Dispatch classification:

<b>Priority 1 -</b>	<b>1 hour</b>
<b>Priority 2 -</b>	<b>2 hours</b>
<b>Priority 3 -</b>	<b>5 hours</b>
<b>Priority 4 -</b>	<b>6 hours</b>

4. Response Times during Limited Operation Hours: During Limited Operation Hours the County will respond only to Priority 1 and 2 calls. The County will respond to such calls within 1 and 2 hours of dispatch, respectively. The County will not respond to Priority 3 and 4 calls received after 5 p.m. until the commencement of the next Ordinary Operations period. Response times for such calls will be 5 and 6 hours respectively measured from the commencement of the next Ordinary Operation period.
5. After Hour Response Times: After hours, the County will respond to Priority 1 calls involving bite animals within 3 hours of the dispatch within the geographic boundaries of the City of Buckeye.

**APPENDIX C – HOURS OF OPERATION**

The facilities and locations specified below and will be available during the hours of operation indicated.

Services	DAYS & HOURS OF OPERATION	Telephone no.
<i>Normal Operation Hours: Call Center</i>	Monday – Sunday 8:00 a.m. to 5:00 p.m. except County Observed Holidays	Public Line (602)506-7387
<i>Limited Operation Hours: Recording</i>	Monday – Sunday 5:00 p.m. to 10:00 p.m. except County Observed Holidays	Police Back Line Non-published
<i>After hours Operations: Direct Dispatch</i>	Monday-Sunday 10:00 p.m. to 8:00 a.m. and all County Observed Holidays	Police Back Line Non-published

**APPENDIX D –County Observed Holidays include the following marked days:**

- |  |   |  |  |  |
|--|---|--|--|--|
| <input checked="" type="checkbox"/> New Year's Day                   | <input type="checkbox"/> Washington's birthday      | <input checked="" type="checkbox"/> Memorial Day     | <input type="checkbox"/> Rosh Hashanah | <input checked="" type="checkbox"/> Veteran's Day    |
| <input checked="" type="checkbox"/> Martin Luther King JR's Birthday | <input checked="" type="checkbox"/> President's Day | <input checked="" type="checkbox"/> Independence Day | <input type="checkbox"/> Yom Kippur    | <input checked="" type="checkbox"/> Thanksgiving Day |
| <input checked="" type="checkbox"/> Lincoln's birthday               | <input type="checkbox"/> Good Friday                | <input checked="" type="checkbox"/> Labor Day        | <input type="checkbox"/> Columbus Day  | <input checked="" type="checkbox"/> Christmas Day    |
| OTHER HOLIDAYS:  |   |  |  |  |
| <input checked="" type="checkbox"/> Day After Thanksgiving           | <input type="checkbox"/> Floating Holiday –         | <input type="checkbox"/> Day Before Christmas        | <input type="checkbox"/>               | <input type="checkbox"/>                             |
|  |   |  | _____ (specify)                        | _____ (specify)                                      |
| <input type="checkbox"/> Cesar Chavez Birthday                       |   |  |  |  |

**APPENDIX E**  
**City of Buckeye**

**Chapter 6 - ANIMAL REGULATIONS**

**Article 6-1 - ANIMAL CONTROL**

Sections:

**Section 6-1-1 - Definitions**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section 6-1-1, except where the context clearly indicates a different meaning:

- A. "Animal" means any animal of a species that is susceptible to rabies, except man.
- B. "At large" means on or off premises of owner and not under control of owner or a responsible party. Any animal confined in a suitable enclosure or appropriately and legally restrained shall not be considered to be at large.
- C. "Domestic animal" means an animal kept as a pet and not primarily for economic purposes.
- D. "Enforcement agent" means that person appointed by the city manager, or authorized designee, or by the county pursuant to law, that is responsible for enforcement of the provisions of this article.
- E. "Impound" means the act of taking or receiving into custody by the enforcement agent or police department any dog or other animal for the purpose of confinement.
- F. "Kennel" means an enclosed, controlled area, inaccessible to other animals, in which a person keeps, harbors or maintains five or more dogs under controlled conditions.
- G. "Livestock" means meat animals, horses, sheep, goats, swine, mules, and asses.
- H. "Owner" means any person keeping an animal other than livestock for more than six (6) consecutive days.
- I. "Pound" means any establishment authorized for the confinement, maintenance, safekeeping, and control of dogs or other animals that come into the custody of the enforcement agent or police department in the performance of his/her official duties.
- J. "Rabies quarantine area" means any area in which a state of emergency has been declared to exist due to the occurrence of rabies in animals in or adjacent to this area.
- K. "Responsible party" means an owner of an animal or any person acting on behalf of an owner.
- L. "Stray dog" means any dog three (3) months of age or older running at large that is not wearing a valid license tag.
- M. "Vaccination" means the administration of an anti-rabies vaccine to animals by a veterinarian.
- N. "Veterinarian", unless otherwise indicated, means any veterinarian licensed to practice in this state or any veterinarian employed in this state by a governmental agency.
- O. "Veterinary hospital" means any establishment operated by a veterinarian licensed to practice in this state that provides clinical facilities and houses animals or birds for dental, medical, or surgical treatment. A veterinary hospital may have adjacent to it or in conjunction with it, or as an integral part of it, pens, stalls, cages, or kennels for quarantine, observation, or boarding.
- P. "Vicious animal" means any animal of the order carnivore that has a propensity to attack, to cause injury, or to otherwise endanger the safety of human beings or domestic animals without provocation, or that has been so declared after a hearing before a judge.

(Ord. No. 7-11, 6-21-2011; Ord. No. 04-13, § 1, 5-21-2013)

**Section 6-1-2 - Powers and Duties of the State Veterinarian and Department of Agriculture**

- A. The state veterinarian shall designate the type or types of anti-rabies vaccines that may be used for vaccination of animals, the period of time between vaccination and revaccination and the dosage and method of administration of the vaccine.
- B. The state department of agriculture shall regulate the handling and disposition of animals classed as livestock that have been bitten by a rabid or suspected rabid animal or are showing symptoms suggestive of rabies.

(Ord. No. 7-11, 6-21-2011)

**Section 6-1-3 - Powers and Duties of the Department of Health Services**

- A. The state department of health services shall regulate the handling and disposition of animals other than livestock that have been bitten by a rabid or suspected rabid animal or are showing symptoms suggestive of rabies.
- B. The state department of health services may require the enforcement agent to submit a record of all dog licenses issued and in addition any information deemed necessary to aid in the control of rabies.

(Ord. No. 7-11, 6-21-2011)

**Section 6-1-4 - Powers and Duties of Enforcement Agent**

- A. The enforcement agent shall:
  - 1. Enforce the provisions of this article.
  - 2. Issue citations for the violation of the provisions of this chapter and the rules and regulations promulgated thereunder. The procedure for the issuance of notices to appear shall be as provided for peace officers in A.R.S. § 13-3903, except that the enforcement agent shall not make an arrest before issuing the notice.
  - 3. Be responsible for declaring a rabies quarantine area within area of jurisdiction and for coordination as necessary between the state veterinarian, the state department of agriculture and the state department of health services.

- B. The issuance of citations pursuant to this section shall be subject to the provisions of A.R.S. § 13-3899.

(Ord. No. 7-11, 6-21-2011)

**Section 6-1-5 - Unlawful Interference with Enforcement Agent**

It is unlawful for any person to interfere with the enforcement agent in the performance of his/her duties.

(Ord. No. 7-11, 6-21-2011)

**Section 6-1-6 - Administration of Enforcement**

The city manager or authorized designee may enter into a contract with Maricopa County Board of Supervisors to enforce the provisions and perform the requirements of this article.

(Ord. No. 7-11, 6-21-2011)

**Section 6-1-9 - Unlawful Keeping of Dogs**

It is unlawful for a person to keep, harbor, or maintain a dog within the corporate limits of the city except as provided by the terms of this article.

(Ord. No. 7-11, 6-21-2011)

**Section 6-1-10 - Dog Licensing Requirements and Fees**

Each dog three (3) months of age or over that is kept, harbored or maintained within the corporate limits of the city for at least thirty (30) consecutive days of each calendar year shall be licensed and fees paid pursuant to the requirements of A.R.S. §§ 11-1008 and 11-1010.

(Ord. No. 7-11, 6-21-2011)

#### **Section 6-1-11 - Dogs Not Permitted at Large; Wearing License**

- A. No dog(s) shall be permitted to run at large on public or private property. Any responsible party whose dog is at large is in violation of this section. A dog is not at large if:
1. The dog is (a) confined within an enclosure on the responsible party's property, (b) secured so that the dog is confined entirely to the responsible party's property, or (c) restrained by a leash, chain, rope, or cord of not more than six (6) feet in length and of sufficient strength to control action of such dog and directly under the control of the responsible party, when not on the responsible party's property.
  2. The dog is used for control of livestock or while being used or trained for hunting or being exhibited or trained at a kennel club event or while engaged in races approved by the state racing commission.
  3. The dog is actively engaged in dog obedience training, accompanied by and under the control of its responsible party or trainer, provided that the responsible party or trainer of said dog has in their possession a dog leash of not more than six (6) feet in length and of sufficient strength to control said dog, and, further, that said dog is actually enrolled in a dog obedience training school.
- B. Any dog over the age of three (3) months running at large shall wear a collar or harness to which is attached a valid license tag. Dogs used for control of livestock or while being used or trained for hunting or dogs while being exhibited or trained at a kennel club event or dogs while engaged in races approved by the state racing commission, and such dogs while being transported to and from such events, need not wear a collar or harness with a valid license attached, provided that they are properly vaccinated, licensed and controlled.
- C. Any dog(s) at large shall be apprehended and impounded by an enforcement agent.
1. The enforcement agent shall have the right to enter upon private property when it shall be necessary to do so in order to apprehend any dog that has been running at large. Such entrance upon private property shall be in reasonable pursuit of such dog(s), and shall not include entry into a domicile unless it be at the invitation of the occupant.
  2. The enforcement agent may issue a citation(s) to the responsible party when the dog is at large. The procedure of the issuance of notice to appear shall be as provided for peace officers in A.R.S. § 13-3903, except the enforcement agent shall not make an arrest before issuing the notice. The issuance of citation(s) pursuant to this article shall be subject to provisions of A.R.S. § 13-3899.
  3. In the judgment of the enforcement agent, if any dog at large or other animal that is dangerous, vicious or fierce and a threat to human safety cannot be safely impounded, it may be immediately slain.

(Ord. No. 7-11, 6-21-2011)

#### **Section 6-1-12 - Handling of Biting Animals; Responsibility for Reporting Animal Bites; Authority to Destroy Animals**

- A. An unvaccinated dog or cat that bites any person or domestic animal shall be confined and quarantined in an authorized pound or, upon request of and at the expense of the owner, at a veterinary hospital for a period of not less than ten (10) days. The quarantine period shall start on the day of the bite incident. If the day of the bite incident is not known, the quarantine period shall start on the first day of the impoundment. A dog properly vaccinated pursuant to this article that bites any person or domestic animal

may be confined and quarantined at the home of the owner or wherever the dog is harbored and maintained with the consent of and in a manner prescribed by the enforcement agent.

- B. A dog or cat that is impounded as the result of biting any person or domestic animal shall not be released from the pound to its owner unless the provisions of A.R.S. § 11-1014(B) are met.
- C. Any domestic animal other than a dog, a cat or a caged or pet rodent or rabbit, that bites any person or domestic animal shall be confined and quarantined in an authorized pound or, upon the request of and at the expense of the owner, at a veterinary hospital for a period of not less than fourteen (14) days, provided that livestock shall be confined and quarantined for the fourteen (14) day period in a manner regulated by the state department of agriculture. Caged or pet rodents or rabbits shall not be quarantined or laboratory tested.
- D. With the exception of a wild rodent or rabbit, any wild animal that bites any person or domestic animal or directly exposes any person or domestic animal to its saliva may be killed and submitted to the enforcement agent for transport to an appropriate diagnostic laboratory. A wild rodent or rabbit may be submitted for laboratory testing if the animal has bitten a person and either the animal's health or behavior indicates that the animal may have rabies or the bite occurred in an area that contains a rabies epizootic, as determined by the state department of health services.
- E. If an animal bites any person or domestic animal, the incident shall be reported to the enforcement agent immediately by any person having direct knowledge.
- F. The enforcement agent may destroy any animal confined and quarantined pursuant to this section before the termination of the minimum confinement period for laboratory examination for rabies if:
  - 1. The animal shows clear clinical signs of rabies.
  - 2. The animal's owner consents to its destruction.
- G. Any animal subject to licensing under state law found without a tag identifying its owner shall be deemed unowned.
- H. The enforcement agent shall destroy a vicious animal by order of a judge. A judge may issue an order to destroy a vicious animal after notice to the owner, if any, and the person who was bitten, and a hearing. A judge may impose additional procedures and processes to protect all parties in the interest of justice, and any decision by a judge may be appealed to the superior court.
- I. The owner of a vicious animal shall be responsible for any fees incurred by the enforcement agent for the impounding, sheltering and disposing of the vicious animal.

(Ord. No. 7-11, 6-21-2011; Ord. No. 04-13, § 2, 5-21-2013)

#### **Section 6-1-13 - Vicious or Dangerous Animals**

- A. It is unlawful for any person to permit any vicious or dangerous animal of any kind to run at large within the city, and such animals shall be immediately impounded by the enforcement agent or slain as authorized by this article.
- B. Any member of the city police department or the enforcement agent is authorized to kill any vicious animal of any kind when it is necessary for the protection of any person, domestic animal or property.

(Ord. No. 7-11, 6-21-2011; Ord. No. 04-13, § 3, 5-21-2013)

#### **Section 6-1-14 - Removing Impounded Animals**

It is unlawful for any person to remove or attempt to remove an animal which has been impounded or which is in the possession of the enforcement agent except in accordance with the provisions of this article.

(Ord. No. 7-11, 6-21-2011)

**Section 6-1-15 - Kennel Permit; Fee; Violation**

- A. It is unlawful for a person to operate a kennel within the city without a conditional use permit from the city community development department and a permit issued by the Maricopa County Board of Supervisors except if each individual dog is licensed. The city's fee for the conditional use permit shall be established pursuant to this section.
  
  - B. The city council, by resolution, shall adopt fee schedules for the following services or permit:
    - 1. Conditional use permit from the community development department.
    - 2. Any impoundment pursuant to the provisions of this Chapter 6
- (Ord. No. 7-11, 6-21-2011)

**Section 6-1-16 - Animals; Liability**

Injury to any person or domestic animal or damage to any property by an animal while at large shall be the full responsibility of the owner or person or persons responsible for the animal when such damages were inflicted.

(Ord. No. 7-11, 6-21-2011; Ord. No. 04-13, § 4, 5-21-2013)

**Section 6-1-17 - Violation; Classification**

Any person who fails to comply with the requirements of this chapter, or violates any of its provisions, shall be guilty of a class one misdemeanor, and upon conviction thereof shall be punished by a base fine not to exceed two thousand five hundred dollars (\$2,500.00) or by imprisonment for a period not to exceed six (6) months, or by both such fine and imprisonment. Each day that a violation continues shall be a separate offense punishable as herein above described.

(Ord. No. 7-11, 6-21-2011)

**Section 6-1-17 - Violation; Classification**

Any person who fails to comply with the requirements of this chapter, or violates any of its provisions, shall be guilty of a class one misdemeanor, and upon conviction thereof shall be punished by a base fine not to exceed two thousand five hundred dollars (\$2,500.00) or by imprisonment for a period not to exceed six (6) months, or by both such fine and imprisonment. Each day that a violation continues shall be a separate offense punishable as herein above described.

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**CITY OF BUCKEYE  
COUNCIL ACTION REPORT**

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

MEETING DATE:	September 20, 2016	AGENDA ITEM:	*SC
DATE PREPARED:	August 23, 2016	DISTRICT NO.:	3
STAFF LIAISON:	Chris Williams, Manager of Construction and Contracting	DIRECTOR APPROVAL:	SWL
DEPARTMENT:	Public Works	FINANCE APPROVAL:	LP

Will not be added without both approvals

**ACTION / MOTION:** (This language identifies the formal motion to be made by Council)

Council to take action on Award of Delivery Order #2, Job Order Contract (JOC) 2014-009- J. Banicki Construction Inc., for FY 2016-2017 Design Build Phase III- Monroe Avenue Beautification Project not to exceed \$300,000.00.

WORKSHOP  SPECIAL  CONSENT  NON-CONSENT  TABLED  PUBLIC HEARING

**RELEVANT COUNCIL GOAL:**

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

GOAL 2: Enhanced Economic Well-Being and Vitality

**SUMMARY**

**PROJECT DESCRIPTION:**

Council to approve the award of Delivery Order #2, Job Order Contract (JOC) 2014-009, to J. Banicki Construction Inc., not to exceed \$300,000.00 for Phase III streetscape improvements to Monroe Avenue between North 4th street and North 5th Street. The Monroe improvements will consist of installing chicanes (bump outs) similar to the improvements performed from 5th to 4th street. These chicanes will be installed on the west side of Monroe Avenue & 5th Street intersection and on all four corners of Monroe Ave. and 4th street intersection. Additionally, the Monroe Ave. & 4th St. intersection will receive decorative stamped asphalt crosswalks similar to those previously applied at the 6th Street and Monroe Ave. intersection.

**BENEFITS:**

The Project will increase the service life of the streets and enhance the crosswalks with decorative stamped asphalt.

**FUTURE ACTION:** *Council and staff; does this need to be communicated internally/externally?*

Delivery Order with J. Banicki Construction Inc. Pre-Construction Meeting, Notice to Proceed and Schedule Developed with the Contractor.

**FINANCIAL IMPACT STATEMENT:** *Must be completed before submission*

Improvements will cost \$300,000.00 and be completed within 120 days.

**CURRENT FISCAL YEAR TOTAL COST** \$300,000.00

BUDGETED  UNBUDGETED FISCAL YEAR BUDGET (check one) F/Y: 2016-2017

FUND / DEPARTMENT (GL#): 30581113-530002

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**ATTACHMENTS:** *\*\*ADDITIONAL INFORMATION AVAILABLE IN THE OFFICE OF THE CITY CLERK*  
Delivery Order #2 with J. Banicki Construction

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**DESIGN/BUILD CONTRACT  
BETWEEN  
CITY OF BUCKEYE  
AND  
J. BANICKI CONSTRUCTION, INC.  
JOC Contract Number # 2014-009**

**DELIVERY ORDER #2**

This DESIGN/BUILD CONTRACT (the "Contract") is made and entered into by and between the City of Buckeye, an Arizona municipal corporation (the "Owner") and J. Banicki Construction, Inc. (the "Design/Builder"). This Contract is for the design and construction of a project identified as: **Design-Build-Phase III - Monroe Avenue Beautification Project** (the "Project").

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Owner and Design/Builder agree as follows:

**ARTICLE 1  
DEFINITIONS**

"Addenda" written or graphic instruments issued prior to the submittal of the GMP Proposal(s), which clarify, correct or change the GMP Proposal(s) requirements.

"Agreement" means the executed agreement between City and Design/Builder

"Change Order" means a written instrument issued after execution of the Agreement signed by City and Design/Builder, stating their agreement upon all of the following: the scope of the change in the Work; the amount of the adjustment to the Contract Price; and the extent of the adjustment to the Contract Time(s).

"City" means the City of Buckeye or its representative, a municipal corporation, with whom Design/Builder has entered into this Contract and for whom the services is to be provided pursuant to said Contract.

"City's Project Criteria" means information developed by or for City to describe City's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design/Builder's performance of the Work. City's Project Criteria may include conceptual documents, design criteria, performance requirements and other Project-specific technical materials and requirements.

"City's Representative" means the person designated within this contract.

“Commissioning” means the process for achieving, validating and documenting the performance of the Project including any buildings and its systems to meet the design needs and requirements of the City.

“Construction Documents” means the plans, specifications and drawings prepared by the Design-Build team.

“Construction Drawings” means the detailed drawings approved as part of the approved Construction Documents.

“Construction Fee” means the Design/Builder’s administrative costs, home office overhead, and profit.

“Contract Documents” means the following items and documents in descending order of precedence: (i) all written modifications, amendments and Change Orders to this Agreement; (ii) this Agreement, including all exhibits and attachments, executed by City and Design/Builder; (iii) written supplementary conditions; (iv) Construction Documents prepared and approved; (v) Design/Builder’s approved Variations of the City’s Project Criteria. (vi) City’s Project Criteria, including Bridging Documents; (vii) Design/Builder’s Proposal(s), except for accepted Variations of the City’s Project Criteria, submitted in response to City’s Project Criteria; (viii) Design/Builder’s Statement of Qualifications.

“Contract Price” means the amount or amounts set forth in Article 11 subject to adjustment in accordance with this Agreement.

“Contract Time” means the Days set forth in Article 9 subject to adjustment in accordance with this Agreement.

“Day(s)” means calendar days unless otherwise specifically noted in the Contract Documents.

“Deliverables” means the work products prepared by the Design/Builder in performing the scope of work described in this Contract.

“Design Services” means all professional services to be performed or procured by the Design/Builder to provide required Project design under this Agreement and any subsequent amendments.

“Design/Builder” means the firm, corporation, or other approved legal entity with whom the City has entered into this Contract to provide services as detailed in this Contract.

“Design/Builder’s Representative” means the person designated in this contract or Design/Builder Proposal.

“Differing Site Conditions” means concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Contract

Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

“Final Acceptance” means the completion of the Project as prescribed in Article 13.

“Float” means the number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

“Legal Requirements” means all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

“Notice to Proceed” or “NTP” means the directive issued by the City, authorizing the Design/Builder to start Work or a portion of the work.

“Payment Request” means the City form used by the Design/Builder to request payment for Work performed.

“Product Data” means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Design/Builder to illustrate materials or equipment for some portion of the Work.

“Project” means the Work to be completed in the execution of this Agreement and as amended and as prescribed in Exhibit A.

“Project Schedule” means a schedule as prescribed in Article 9.

“Project Record Documents” means all documentation created resulting from this Contract.

“Samples” means physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

“Schedule of Values (SOV)”, means the Document specified in the construction phase, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price. The SOV may or may not be output from the Progress Schedule depending on if the Progress Schedule is cost-loaded or not.

“Shop Drawings” mean drawings, diagrams, schedules and other data specially prepared for the Work by the Design/Builder or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

“Scheduled Substantial Completion Date” means the calendar date equal to the Notice to Proceed date established plus the number of Days established for adjustment in accordance with this Agreement.

“Site” means the land or premises on which the Project is located.

“Subcontractor” or “Subconsultant” means any person or entity retained by Design/Builder as an independent contractor to perform a portion of the Work and shall include material, men and suppliers.

“Substantial Completion” means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete so that City can occupy and use the Project or a portion thereof for its intended purposes. This may include, but is not limited to: (i) approval by City Fire Marshall and local authorities (Certificate of Occupancy); (ii) Elevator Permit; (iii) all systems in place, functional, and displayed to the City or its representative; (iv) all materials and equipment installed; (v) all systems signed off by all the Design/Builder’s consulting engineers; (vi) draft O&M manuals and record documents reviewed and accepted by the City; (vii) City operation and maintenance training complete; (viii) HVAC test and balance completed (allow minimum 30 days prior to projected substantial completion); (ix) landscaping and site work; and (x) final cleaning.

“Technical Consultant” means an agent of the City who furnishes project management assistance (if applicable to the Project).

“Variations of the City’s Project Criteria” means agreed changes to the City’s Project Criteria by both Parties.

“Work” means all design and construction services, including procuring and furnishing materials, equipment, services, Commissioning and labor reasonably inferable from the Construction Documents.

## **ARTICLE 2 THE CONTRACT AND THE CONTRACT DOCUMENTS**

(A) The Contract: The Contract between Design/Builder and Owner consists of this document and the other Contract Documents described in Paragraph 2(B). The Contract shall be effective the date of its approval and written execution by both parties hereto.

(B) The Contract Documents: The Contract Documents consist of this document, the preliminary Design Scope Specification, all Design Documents hereafter prepared by Design/Builder and approved by Owner in accordance with this Contract, Any General Conditions of the Contract for Construction (hereinafter called the "General and Supplementary General Conditions"), along with any special provisions added thereto with the consent of Owner. The General and Supplementary General Conditions are deemed to be a part of this Contract by reference, and shall be included as general provisions for use with Design Documents prepared by Design/Builder, Change Orders and Field Orders issued hereafter, along with any other written amendments executed by Owner and Design/Builder, as well as the following documents (if any): all of which are hereby incorporated herein by reference and made a part of this Contract.

(C) Enumerated Documents Form Entire Contract: Documents not specifically enumerated in Paragraph 2(B) of this Agreement are not Contract Documents.

(D) Contract Interpreted As A Whole: This Contract is intended to be an integral whole and shall be interpreted as internally consistent. Work required by any page, part, or portion of the Contract shall be deemed to be required Contract Work as if called for in the whole Contract and no claim for extra work shall be based upon the fact that the description of the Work in question is incomplete.

(E) Provision Of All Things Required: Anything that may be required, implied or inferred by the Contract Documents which make up this Contract, or any one or more of them, shall be provided by Design/Builder for the Contract Price.

(F) Privity Only With Design/Builder: Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between Owner and any person except Design/Builder.

(G) Agreed Interpretation Of Contract Terms: When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage. Headings are used herein solely for convenience.

(H) Term "Include" Intended To Be Encompassing: "Include", "includes", or "including", as used in the Contract, shall be deemed in all cases to be followed by the phrase, "without limitation".

(I) Use Of Singular And Plural: Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

(J) Definition Of Material Breaches Not Exhaustive: The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of the Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of the Contract.

(K) Order Of Precedence: In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents which make up this Contract, the following shall control:

- (1) As between figures given on plans and scaled measurements, the figures shall govern;
- (2) As between large scale plans and small scale plans, the large scale plans shall govern;

- (3) As between plans and specifications, the requirements of the specifications shall govern;
- (4) As between this document and the plans or specifications, this document shall govern.

(L) Administration: This Division shall be administered on behalf of Owner by the Manager of Construction & Contracting, or his designee (hereinafter called the "Manager"), and on behalf of the Design/Builder by its duly authorized representatives.

### **ARTICLE 3 DESIGN/BUILDER'S REPRESENTATIONS**

(A) Specific Representations: In order to induce Owner to execute this Agreement and recognizing that Owner is relying thereon, Design/Builder, by executing this Agreement, and without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in this Agreement or the Contract, or implied by operation of law, makes the following express representations to Owner:

- (1) Design/Builder or his approved sub-contractor is professionally and fully qualified to act as the design professional and the general contractor for the Project and is, and will remain, licensed to practice engineering and architecture and general contracting by all public entities having jurisdiction over Design/Builder or the Project;
- (2) Design/Builder will maintain all necessary licenses, permits or other authorizations necessary to act as Design/Builder for the Project until Design/Builder's duties under this Contract have been fully satisfied;
- (3) Design/Builder has the expertise, experience, and knowledge as well as the necessary plant, personnel and financial capability to perform the Design Services and the Work in accordance with the terms of this Contract;
- (4) Prior to the execution of this Contract, Design/Builder has visited and inspected the Project site and the local conditions under which the Project is to be designed, constructed and operated, and Design/Builder has performed such tests, if any, as are necessary to determine the conditions under which the Work will be performed, and Design/Builder accepts the conditions of the Work site and has taken those conditions into account in entering into this Contract;
- (5) Design/Builder assumes full responsibility to Owner for the improper acts and omissions of its Subcontractors or others employed or retained by Design/Builder in connection with the Project.

**ARTICLE 4**  
**REGULATORY GUIDELINES, REQUIREMENTS AND STANDARDS**

(A) Generally: Design/Builder shall perform all Design Services described in, contemplated by, inferable from, or necessary or desirable to achieve the objectives stated in the Design Scope Specification and the Contract, including all Design Services necessary for the Project to be properly constructed by Design/Builder and used, operated and maintained by Owner in accordance with all applicable guidelines, requirements and standards. "Design Services" means any and all architectural, engineering and design services required to be performed by Design/Builder pursuant to the Contract and all labor, materials, supervision, equipment, computers, documents, and all other things necessary for the performance of such services. "Design Scope Specification" means the document dated August 10, 2016 which specifies the general scope of the Design Services to be performed by Design/Builder under the Contract. A copy of the Design Scope Specification is attached hereto as Exhibit "A" and is incorporated herein by reference. The Design Services shall be performed within the time provided by the Design Schedule for the performance of Design/Builder's Design Services as provided in Paragraph 4(H) of this Agreement.

(B) Owner's Review Of Design Services: Subject to Paragraph 14(G) of this Agreement, Design/Builder shall submit all documents produced as part of the Design Services to the Manager for review and approval in accordance with the terms of the Contract. However, any review or approval by the Manager shall not relieve Design/Builder of or otherwise diminish its obligations under the Contract. The Manager may direct Design/Builder to make changes to any design documents in order to conform such documents to Owner's objectives. Any changes by Design/Builder ordered by the Manager shall not relieve Design/Builder of its obligations under this Contract unless, and only to the extent that, Design/Builder notifies Owner in writing, within five (5) days after receipt of Owner's directive to make changes, concerning any adverse impact on schedules, budgets, operational costs, operational performance, satisfaction of regulatory requirements, or other adverse impact that may result from the directed changes. Failure of Design/Builder to submit its notice within the five (5) day period constitutes a waiver by Design/Builder of any claim for an adjustment to the Design Schedule or the Contract Time.

(C) [Not Used]: Design/Builder shall prepare, as necessary, surveys and topographic information including aerial photographs needed to establish line and grade of sewers, location of property lines and easements. Sewer easements, both construction and permanent, shall be referenced to property lines by field surveys, and plans shall include the location of any improvement as it relates to property lines. Owner expressly does not warrant any information provided by it in connection with preparation of the above-mentioned information; Design/Builder, however, may reasonably rely on information provided by Owner to the extent the information has been prepared by Owner or an independent consultant hired by Owner to prepare the information specifically for this Project, without absolving Design/Builder from its responsibility to independently verify or investigate information that a reasonable, prudent professional architect or engineer should or would inquire about.

(D) [Not Used]: In preparing the Design Documents, Design/Builder will be solely responsibly for retaining an experienced, qualified geotechnical consultant to evaluate all geotechnical considerations relating to the design and construction of the Project. Design/Builder shall be responsible for designing the Project in accordance with the analysis and recommendations of the geotechnical consultant

(E) Quality Of Design Services: Design/Builder shall be responsible for the professional quality, completeness, accuracy, and coordination of Design Documents. Design/Builder shall provide Design Services that will result in an operationally cost-efficient and economical project that meets all environmental and regulatory requirements as of the date hereof, and uses the most appropriate available technology. Design/Builder shall provide for all quality control reviews required by sound professional architectural and engineering practices and by governmental authorities having jurisdiction over the Project.

(F) Compliance With Laws And Regulatory Requirements: In providing Design Services, Design/Builder shall comply with the lawful requirements of all federal, state, and local authorities having lawful jurisdiction over the Project. Design/Builder shall design the Project to meet all applicable requirements, codes and regulations in relation to the design, construction, occupation, and operation of the Project, including, without limitation, environmental standards, fire and safety regulations, and requirements and compliance with all other applicable standards and codes.

(G) Duty To Correct Errors: Design/Builder shall, without additional compensation, immediately correct any errors, omissions or deficiencies in its Design Services and Design Documents.

(H) Schedule Of Design Services: Design/Builder shall, within ten (10) calendar days after execution of the Contract, submit for Owner's approval the Design Schedule for the performance of Design/Builder's Design Services, which shall include allowance for reasonable time required for the Manager's review of submissions and for approvals of authorities having jurisdiction over the Project. This Schedule shall, upon approval by the Manager, be considered incorporated and made a part of this Contract as Exhibit "A." The Design Schedule, when approved by the Manager, shall not, except for good cause, be exceeded by Design/Builder. Should Design/Builder at any time during the course of performing the Contract, have reason to believe that it will be unable to meet any completion date in accordance with the Design Schedule, it shall immediately notify the Manager in writing. Design/Builder shall state the reason for the delay in the notice, including the party responsible, if any, and the steps being taken to remedy or minimize the impact of the delay. Failure of Design/Builder to submit such notice shall constitute a waiver by Design/Builder of any claim for an adjustment to the Contract Price, the Design Schedule, or the Contract Time. All extensions of time shall be governed by Articles 17 and 18 of this Agreement. Subject to the provisions of Paragraph 14(G) of this Agreement, Owner shall review and approve, where appropriate, the Design Schedule, or any portion thereof.

**ARTICLE 5**  
**PRELIMINARY CONSULTATION AND PROJECT ANALYSIS**

(A) Determining The Project Objectives: Prior to the preparation of the Preliminary Design as required by Article 6 below, Design/Builder shall first consult in detail with Owner, and shall carefully analyze any information furnished by Owner concerning requirements of the Project, including but not limited to, any design, construction, scheduling, budgetary or operational requirements, limitations, and objectives, as well as the Design Scope Specification.

(B) Report On Project Requirements And Objectives: Based on its study and analysis, and no later than ten (10) days after the effective date of the Contract, Design/Builder shall prepare and submit to Owner a written report detailing Design/Builder's understanding and analysis of the Project requirements and identifying any design, construction, scheduling, budgetary, operational, or other problems which may result from said requirements. The written report of Design/Builder shall also include proposed solutions, including design alternatives if appropriate, addressing each of the identified problems. Design/Builder shall review such report with Owner and shall implement such changes as Owner may require.

(C) Scheduling: Based upon the Design/Builder Project Schedule, Owner agrees to review the proposed plan of action promptly. The proposed schedule should include sufficient budget allowances in anticipation of currently unknown refinements of budgets that may become necessary and in order to control Project costs.

**ARTICLE 6**  
**PRELIMINARY DESIGN**

(A) Time For Preliminary Design: Not later than the date called for in the Design Schedule, Design/Builder shall prepare and submit to the Manager a Preliminary Design for the Project.

(B) Contents Of Preliminary Design: The Preliminary Design shall address all requirements of the Project and shall include, without limitation, the following, (1) preliminary drawings which illustrate each of the basic components of the Project including the size, scale, location, dimensions, and character; ~~of each building structure;~~(2) preliminary drawings which illustrate each exterior view of the Project;(3) ~~preliminary drawings which illustrate a floor plan for each room, office, and functional area of the Project and the dimensions thereof;~~(4) preliminary drawings and specifications illustrating and describing the architectural, electrical, mechanical, structural, and manufacturing systems of the Project;(5) a written description of the materials and equipment to be incorporated into the Project and the location of same; and(6)any other documents or things required to illustrate, describe or depict the Preliminary Design and the conformity of same with the requirements of the Design Scope Specification and this Contract.

(C) To Be Reviewed With Owner: Design/Builder shall review the Preliminary Design with the Manager and shall incorporate any changes ordered by the Manager in regard to the Preliminary Design or the requirements of the Project.

(D) Authorization To Proceed With Detailed Design: After review of the Preliminary Design and incorporation of any changes ordered by the Manager, the Manager shall authorize Design/Builder in writing to commence preparing the detailed Design, or such part thereof as directed by the Manager.

## **ARTICLE 7 DETAILED DESIGN**

(A) Time For Preparation: Not later than the date called for in the Design Schedule, after the Manager has authorized Design/Builder to commence with the Detailed Design as provided in Article 6 above, Design/Builder shall prepare and submit to the Manager the complete Detailed Design.

(B) The Detailed Design: The Detailed Design shall include all Design Documents which shall describe with specificity all elements, details, components, materials, and other information necessary for the complete construction of the Project and the rendering of the Project fully operational for its intended purposes, including satisfaction of all testing, permitting, qualifications, certifications, validations, and obtaining regulatory approvals by all applicable regulatory authorities required to render the Project and all its components operational and functionally and legally usable for their intended purpose. Subject to the provisions of Paragraph 14(G) of this Agreement, Owner shall review and approve, where appropriate, the Design Documents, or any portion thereof.

(C) Design Documents: Design Documents means all the design documents provided by Design/Builder and approved by Owner pursuant to the Contract including, without limitation, those for use in constructing the Project, performing the Work, and the rendering of the Project fully operational, and shall include, without limitation, detailed plans, drawings, specifications, manuals, and related materials prepared by or on behalf of Design/Builder.

(D) Price Includes Detailed Design: The Construction Price, as set forth in Article 10 below, shall include the cost of constructing the Project Work in strict accordance with the requirements of the Detailed Design.

(E) Ownership of Design Documents. All Design Documents, including but not limited to, field notes, design notes, tracings, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, which are prepared in the performance of this Contract will become and are the property of City, including all intellectual property rights and interests in the Design Documents.

**ARTICLE 8  
CONSTRUCTION SERVICES**

(A) General Intent: Design/Builder shall perform all Work necessary to construct the Project in accordance with this Contract, and to render the Project and all its components operational and functionally and legally usable for their intended purpose.

(B) Work Defined: The term "Work" shall mean whatever is done by or required of Design/Builder to perform and complete its duties relating to the construction of the Project under the Contract, including, without limitation, the following:

- (1) Construction of the whole and all parts of the Project in full and strict conformity with this Contract;
- (2) The provision and furnishing, and prompt payment therefore, of all labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, other utilities and things required for the construction of the Project;
- (3) The procurement and furnishing of all necessary building permits and other permits required for the construction of the Project;
- (4) The creation and submission to Owner of detailed as-built drawings depicting all as-built construction;
- (5) The furnishing of any required surety bonds and insurance as required by the Contract;
- (6) The furnishing of all equipment and product warranties, manuals, test results and user guides required by the Contract or otherwise reasonably available to Design/Builder;
- (7) The furnishing of all other services and things required or reasonably inferable from the Contract Documents, including the provisions of Article 9 below.

**ARTICLE 9  
TIME FOR CONSTRUCTION: THE CONTRACT TIME**

(A) Notice Of Commencement: After Owner has approved the Design Documents for the Detailed Design, Owner shall issue a notice to proceed (NTP) the Work directing Design/Builder to proceed with the Work on the date indicated in the notice (the "Commencement Date"). The notice to commence Work shall be issued at least ten (10) days prior to the Commencement Date.

(B) Time For Completion: Design/Builder shall commence the Work on the Commencement Date, and the Work shall be carried out regularly and without interruption. Design/Builder shall

substantially complete the Work not later than 60 Days after approved construction plans, or such other date as may by Change Order be designated (the "Scheduled Completion Date"). The number of calendar days between the effective date of the Contract and the Scheduled Completion Date is the "Contract Time". Design/Builder shall achieve Final Completion of the Work no later than (30) calendar days after achieving Substantial Completion.

(C) Liquidated Damages: Design/Builder understands that if Substantial Completion for entire project is not attained by the Scheduled Substantial Completion date, City will suffer damages which are difficult to determine and accurately specify. Design/Builder agrees that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Design/Builder shall pay City \$430.00 as liquidated damages for each day that Substantial completion extends beyond the Scheduled Substantial Completion Date.

(E) Time Is Of The Essence: All limitations of time set forth in this Contract are material and time is of the essence of the Contract.

#### **ARTICLE 10 ADDITIONAL DUTIES AND RESPONSIBILITIES OF DESIGN/BUILDER**

(A) Design/Builder To Perform All Work Required By The Contract: The intent of this Contract is to require complete, correct and timely execution of the design and the Construction Work. Any and all Construction Work that may be required, reasonably implied or reasonably inferred by the Contract, or any part of it, as necessary to produce the intended result shall be provided by Design/Builder for the Construction Price as provided in Article 11 of this Contract.

(B) Strict Compliance With The Contract Documents: All Construction Work performed by Design/Builder shall be in strict compliance with this Contract. "Substantial Compliance" is not strict compliance. Any Construction Work not in strict compliance with the Contract is defective.

(C) Supervision Of The Construction Work: The Construction Work shall be strictly supervised and directed using Design/Builder's best and highest skill and effort. Design/Builder shall bear full responsibility for any and all acts or omissions of those engaged in the Construction Work on behalf of Design/Builder.

(D) Warranty Of Construction Workmanship And Materials: Design/Builder warrants and guarantees to Owner that all labor furnished to perform the Construction Work under the Contract will be competent to perform the tasks undertaken and is the best quality obtainable, that the product of such labor will yield only superior results in strict compliance with the Contract, that materials and equipment furnished will be of high quality and new unless otherwise permitted by the Contract, and that the Construction Work will be of high quality, free from faults and defects and in strict conformance with the Contract. Any and all Construction Work not strictly conforming to these requirements shall be considered defective and shall constitute a breach of Design/Builder's warranty.

(E) Commencement Of Guarantee And Warranty: Special or specific guarantees and warranties which are required by the Contract to run for a fixed period of time shall commence running on the date of Substantial Completion of all Construction Work.

(F) Design/Builder's Schedule Of Construction: Design/Builder, within fifteen (15) days after the Commencement Date, shall submit to the Manager for his information, and shall comply with, Design/Builder's Schedule of Construction for completing the Construction Work by the Scheduled Completion Date. The Schedule of Construction shall reflect the performance of all Construction Work on weekdays and non-holidays. The Schedule of Construction shall be a detailed critical path (CPM) schedule in a form acceptable to Owner. The Schedule of Construction shall be revised at least monthly and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to Owner. Strict compliance with the requirements of this Paragraph shall be a condition precedent for payment to Design/Builder, and failure to strictly comply with said requirements shall constitute a material breach of the Contract. No claim for an increase in the Construction Price shall be allowed as a result of Design/Builder basing the Construction Price upon an early completion schedule, or as a result of delays and costs attributable to completion later than the planned early completion date.

(G) Record Copy Of Contract Documents: Design/Builder shall continuously maintain at the site, for the benefit of Owner, an updated copy of this Contract, including one record copy of the Contract Documents marked to record on a current basis changes, selections and modifications made during construction. Additionally, Design/Builder shall maintain at the site, for the benefit of Owner, a copy of all Shop Drawings, Product Data, Samples, and other Submittals. Upon Final Completion of the Construction Work, or upon the Manager's request, all of the documents described in this Paragraph shall be finally updated and delivered to Owner and shall become the property of Owner.

(H) Review And Approval Of Submittals: Design/Builder shall review, study, and approve, or take other necessary action upon all Shop Drawings, Product Data, Samples, and other Submittals to ensure that the Project will be constructed in a timely fashion in strict compliance with the Contract. No deviation from, substitution for, or other modification from the Contract Documents shall be allowed by Design/Builder in a shop drawing or submittal without written approval, in the form of a Change Order, from Owner. Design/Builder shall engage in prompt and adequate review of Shop Drawing and other Submittals to maintain the Construction Schedule; Design/Builder also warrants it will use its best independent professional judgment in its review to determine compliance with the Contract Documents.

(I) Owner's Option To Review Submittals: Owner shall also, in its discretion, have the right to review and approve Submittals, and if Owner so elects, Design/Builder shall not perform any portion of the Construction Work as to which Owner has required submittal and review until such Submittal has been approved by the Manager. Approval by the Manager, however, shall not be evidence that Construction Work installed pursuant to the Manager's approval conforms with the requirements of the Contract nor shall such approvals relieve Design/Builder of any of

its responsibilities or warranties under the Contract. If Owner elects to review Submittals, Design/Builder shall maintain a Submittal log which shall include, at a minimum, the date of each Submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. Design/Builder shall have the duty to carefully review, inspect and examine any and all Submittals before submission of same to Owner. Shop Drawings and other Submittals from Design/Builder do not constitute a part of this Contract.

(J) Procurement And Review Of Warranties: Design/Builder shall procure from all Subcontractors and Suppliers and shall transmit to the Manager, all warranties required by the Contract. Design/Builder shall review all such warranties and shall certify to Owner that the warranties are in strict compliance with the requirements of the Contract.

(K) Procurement Of Operations And Maintenance Documentation: Design/Builder shall prepare or procure and shall transmit to the Manager all documentation required by this Contract regarding the operation and recommended maintenance programs relating to the various elements of the Construction Work. (Requirement (K) deleted for this Contract)

(L) As-Built Drawings: Design/Builder shall prepare and provide to the Manager a complete set of all as-built drawings which shall be complete and, except as specifically noted, shall reflect performance of the Construction Work in strict compliance with the requirements of this Contract.

(M) Compliance With Labor Laws: Design/Builder shall assume all labor responsibility for all personnel assigned to or contracted for the performance of the Construction Work and agrees to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws.

(N) Testing, Inspections, And Approvals: Design/Builder shall be responsible for procuring all tests and inspections required by sound professional practices and by governmental authorities having jurisdiction over the Project. Design/Builder shall submit certified results of such tests to Owner. If the laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Construction Work to be specifically inspected, tested, or approved, Design/Builder shall assume full responsibility therefore, pay all costs in connection therewith and furnish to Owner the required certificates of inspection, testing or approval.

(O) Owner's Regulations And Applicable Laws: Design/Builder shall, during the course of the Construction Work, comply with any regulations or guidelines prescribed by Owner. Design/Builder warrants that it will comply with all public laws, ordinances, rules and regulations applicable to the services to be performed under the Contract, including without limitation, those relating to the terms and conditions of the employment of any person by Design/Builder in connection with the Construction Work to be performed under the Contract.

(P) Compliance With Construction Regulations: Design/Builder shall perform the Construction Work in accordance with all construction codes, laws, ordinances or regulations applicable to the design and execution of the Construction Work. Any fine or penalty which

may be imposed as consequence of any violation of this provision shall be paid by Design/Builder, and Design/Builder, to the fullest extent permitted by the law, shall fully indemnify and hold Owner harmless for, from and against all loss, damage, and expense, including attorney's fees, resulting from any such violation or alleged violation of codes, laws, ordinances, or regulations, regardless of a concurrent contribution by Owner, through negligence or other wrongful act, to such loss, damage, or expense, except that such indemnity shall not apply if the violation is solely and directly caused by a negligent or willful act or omission of Owner, its officers, agents, or employees.

(Q) Permits, Licenses And Notices: All construction and building permits, licenses and authorizations necessary for the construction of the Project shall be secured and paid for by Design/Builder unless otherwise agreed to by the Manager. Design/Builder shall notify the Manager when it has received said permits, licenses, and authorizations, and upon receipt shall supply the Manager with copies of same. The originals of permits, licenses and authorizations shall be delivered to the Manager upon completion of the Construction Work, and receipt of these documents by Owner shall be a condition precedent to final payment. Design/Builder shall also give and maintain any and all notices required by applicable laws pertaining to the construction of the Construction Work.

(R) Conditions To Site Access: While on Owner's property, all Design/Builder's employees and Subcontractors shall confine themselves to areas designated by the Manager and will be subject to Owner's badge and pass requirements, if any, in effect at the site of the Construction Work.

(S) Site Safety And Security: Design/Builder shall take all reasonable steps and legally required measures at the site to comply with applicable safety regulations and standards and to adequately protect the Construction Work, stored materials, and temporary structures located on the premises, and to prevent unauthorized persons from entering upon the site. Design/Builder shall at all times safeguard Owner's property and employees from injury or loss in connection with the performance of the Contract. Design/Builder shall at all times safeguard and protect its own partially or completely finished Construction Work and that of the adjacent property and all adjacent construction Work from damage.

(T) Repair Of Collateral Damage: Unless otherwise instructed by Manager, Design/Builder shall repair and return to original condition all buildings, streets, curbs, sidewalks, utilities or other facilities affected by Design/Builder's performance of the Construction Work.

(U) Cleaning The Site: Design/Builder shall keep the site reasonably clean during performance of the Construction Work. Upon Final Completion of the Construction Work, Design/Builder shall thoroughly clean the site and the Project and remove all waste, debris, trash and excess materials or equipment, together with Design/Builder's property therefrom.

(V) Owner's Access To Construction Work: At all times relevant to the Contract, Design/Builder shall provide access to the Construction Work to Manager and his designees without formality or other procedure.

(W) Decisions Regarding Aesthetic Effect: The Manager's decisions in matters relating to aesthetic effect shall be final.

(X) Design/Builder To Remain An Independent Contractor: In performing both Design Services and Construction Work under this Contract, the relationship between Owner and Design/Builder is that of independent contractor, and the execution of this Contract does not change the independent status of Design/Builder. Design/Builder shall exercise independent judgment in performing its duties under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the Contract work flow and determining how all Contract work is to be performed. No term or provision of this Contract or act of Design/Builder in the performance of this Contract shall be construed as making Design/Builder the agent, servant or employee of Owner, or making Design/Builder or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which Owner provides its employees.

#### ARTICLE 11 CONTRACT PRICE

(A) Design Services Fee And Construction Price: Owner shall pay, and Design/Builder shall accept, as full and complete payment for the **Design Services**, an amount not to exceed **Forty Two Thousand Fifty Two Dollars and Zero Cents (\$42,052.00)** payable on the basis of monthly billings as Design Services are completed and accepted by the Manager. Prior to final completion and acceptance of Design Services, and upon presentation of final Design and Contract Documents to the Manager for final review, Design/Builder shall also provide to Owner a proposed final Construction Price ("Construction Price") that guarantees to Owner the price for which all Construction Work will be completed within the construction schedule and the Project Budget. If the parties cannot mutually agree to a satisfactory Construction Price, Owner has the right to terminate this Contract for convenience pursuant to the applicable provisions of Article 20.

If the Construction Price submitted is acceptable to Owner, upon approval by the City Council, then this Contract shall be modified by Supplemental Agreement, to approve the Construction Price and provide any necessary funding for performance of Construction Work. The Supplemental Agreement is deemed to include by reference the following provision upon acceptance of the Construction Price (blanks to be filled in with the establishment of the final Construction Price): (1) Owner shall pay, and Design/Builder shall accept, for the performance of all Construction Work required by the Contract, and the performance of all other requirements of this Contract, the Construction Price ("Construction Price"). The Construction Price shall consist of the Cost of the Construction Work as defined in the Contract, plus the Design/Builder's Management Fee, which is not to exceed 5% (Percent) of the Estimated Construction Cost (ECC). Design/Builder, however, agrees and guarantees that the **Two Hundred Fifty Thousand Dollars and Zero Cents** shall not exceed **(\$250,000.00)** subject to additions and deductions by Change Order as provided in the Contract Documents. Owner

agrees to perform its responsibilities so as to assist Design/Builder to facilitate the completion of the Construction Work.

The Construction Price, unless changed by Supplemental Agreement or Change Order, represents the absolute limit of obligation or liability that Owner may ever have insofar as the cost for full and final completion of the Construction Work, and the total of all payments to Design/Builder or its Subcontractors are concerned. Should additional amounts be required to be expended, over and above the Construction Price, to achieve completion of the Construction Work, including Project construction, and payment to Design/Builder, in accordance with this Contract, liability for and payment of such additional amounts shall be the sole responsibility of Design/Builder and its Contract Surety herein, and Owner shall never be liable for same. Should the final Cost of the Construction Work and Design/Builder's compensation total less than the Construction Price, or any approved revision thereof, the difference shall inure to the benefit of Owner and no claim for all or any portion of said difference shall be valid against or payable by Owner. Owner's limitation of obligation or liability set out in this Paragraph shall be incontrovertible and unequivocal; any term or provision of the Contract, the Exhibits hereto, or of any Subcontract executed in furtherance of the anticipated Construction Work under the Contract shall not be construed or deemed to alter or waive this absolute condition. Likewise, Design/Builder's absolute responsibility for the completion of the Project in accordance with the Contract Documents and any Change Orders to the original Contract, including the Plans and Specifications, and within the agreed cost constraints, as well as Design/Builder's agreement to bear all costs in excess of the Construction Price without recourse to Owner, if such excess costs are necessary for the completion of the Construction Work, shall be incontrovertible and undisputable, and shall take precedence over all other terms and provisions of this Contract and the Exhibits hereto, no part of which shall be deemed to alter, diminish or waive such obligations.

(B) Management of Construction Work: In addition to the Construction Work Design/Builder will perform, it will also provide all the usual and necessary traditional construction management services incident to construction projects of the nature and scope of this Project, for which the Management Fee described in Paragraph 11(A) is paid. The services required are not intended in any manner to diminish the overall responsibility of Design/Builder for the full and final completion of the Construction Work within the time and cost constraints specified in this Contract.

(C) Cost of Construction Work: Owner agrees to pay Design/Builder for the Cost of the Construction Work as defined below, subject to submission by Design/Builder of all backup substantiation as may be reasonably required by the Manager. Such payment shall be in addition to the Design/Builder's Management Fee specified above. However, in no event shall the sum of payments for the Cost of the Construction Work, Design/Builder's Management Fee and any other Design/Builder compensation exceed the Construction Price, as adjusted by Change Order. The term "Cost of the Construction Work" shall mean costs necessarily incurred in the performance of the Construction Work during the Construction Phase, and paid or

payable by the Design/Builder, and not included in the Management Fee asset forth above. The following items are considered to be part of the Cost of the Construction Work:

- (1) Wages paid for labor in the direct employ of the Design/Builder in the performance of the Work. Such costs shall be at rates not higher than the standard pay in the locality of the Work except with prior consent of the Owner, and shall include the items set forth below in this Article. The reasonable cost of drug testing for all of Design/Builder's employees utilized on or hired for the Project, whether management or labor, shall also be a Cost of the Construction Work.
- (2) Salaries of Design/Builder's employees at or below the level of Project Design/Builder, when engaged on the Work and stationed at the Field Office, in whatever capacity employed. Employees engaged, at shops or on the road, in expediting the production or transportation of materials or equipment, shall be considered as stationed at the field office and their salaries paid for that portion of their time spent on this Work.
- (3) Cost of reasonable and customary pension contributions, medical insurance, assessments or taxes for such items as unemployment compensation and social security, insofar as such cost is reasonably based on wages, salaries, or other remuneration paid to employees of the Design/Builder and included in the Cost of the Work under Subparagraphs (C)(1), (C)(2), (C)(24), and (C)(25) herein.
- (4) With prior written Owner approval, the proportion of reasonable travel and hotel expenses incurred outside of the Buckeye area by the Design/Builder's officers or employees in discharge of duties directly connected with the Work.
- (5) Cost of all materials, supplies and equipment incorporated in the Work, including costs of transportation thereof.
- (6) Payments made by the Design/Builder to Subcontractors for Work performed pursuant to Subcontract, entered into in the performance of this Contract.
- (7) Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, which are reemployed or consumed in the performance of the Work, and cost less salvage value of such items used but not consumed which remain the property of the Design/Builder.
- (8) In connection with the Construction Work and management services and with prior Owner approval, rental charges of all necessary machinery and equipment, exclusive of hand tools, used at the site of the Construction Work, whether rented from the Design/Builder or others, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and

delivery costs thereof, at rental charges consistent with those shown in the then current AED Green Book Manual. Provided further, that with respect to equipment and machinery rented from the Design/Builder, the rental rate shall not exceed 75% of the current AED Manual rental charges, and shall in no event cumulatively exceed the value of such equipment or machinery at the commencement of the rental period. Should rental charges reach such value for equipment and machinery rented from the Design/Builder, same shall thereafter belong to Owner, to be disposed of in accordance with Paragraph 10(E) below. Design/Builder shall furnish the Manager with a list, to be updated monthly, of all equipment furnished for the Project for which Owner reimburses Design/Builder as part of the Cost of the Construction Work. Equipment and machinery rented which becomes property of Owner pursuant to this paragraph shall be delivered to Owner upon final completion and acceptance by Owner of all Construction Work under the Project.

- (9) Cost of the premiums for all bonds and insurance coverage required by this Contract, or deemed necessary by the Design/Builder, in the normal pursuit of the Construction Work. Premiums for company-wide coverage will be pro-rated on the basis of value of Construction Work completed during the premium period. Cost of (payment of) all deductible amounts, not otherwise recoverable from third parties or not the result of a claim based upon Design/Builder's negligence, under any insurance furnished by Owner, or under insurance policies required by this Contract or deemed necessary by the Design/Builder in the normal pursuit of the Construction Work.
- (10) Taxes, if any, related to the Work.
- (11) Permit fees, licenses, tests, royalties; deposits lost for causes other than the Design/Builder's negligence.
- (12) Minor expenses such as telephone service at the site, expressage, and similar petty cash items in connection with, and for the benefit of, the Work.
- (13) Cost of removal of debris. Removal of debris left by other contractors hired by the Owner is not a part of this Contract.
- (14) Cost incurred due to an emergency affecting the safety of persons and property.
- (15) Other costs incurred in the performance of the Construction Work, if and to the extent approved in advance in writing by Owner.
- (16) The reasonable, actual direct cost of data processing services as required for the Project. Such costs shall be specifically documented as having been done for the Project.

- (17) Legal costs growing out of prosecution of the Work for the Owner will only be reimbursable if such were incurred for the direct benefit of the Owner and with prior written approval of Owner.
- (18) Cost or rental of temporary portable buildings and toilets as required; cost of utilities, ice, water, containers, cups, fire extinguishers, first-aid supplies, safety equipment, off-site storage space or facilities, progress photographs or video tape records.
- (19) All reasonable costs and expenditures necessary for the operation of the field office, such as stationery, supplies, blueprinting, furniture, fixtures, office equipment, etc.
- (20) Costs incurred by the Design/Builder in preparing and maintaining progress schedules, budgets, and reports required hereby.
- (21) Service fees assessed by Associated General Contractors of America and the Associated Building Contractors, but only as they relate to the Construction Work.
- (22) The reasonable, actual direct cost of computer services, including jobsite and main office terminal, for purposes of field payroll preparation and control. Such costs shall be specifically documented as having been done for the Project.
- (23) Design/Builder shall be responsible for enforcing warranties and for obtaining correction and/or replacement of all defective work not constructed or installed in accordance with the Contract Documents. All such corrective or remedial work required by the Contract Documents shall be performed by the responsible Subcontractors under the terms of their Subcontracts, without additional cost to the Owner. Costs incurred by Design/Builder to correct or remedy work performed by Design/Builder's own forces, or where the responsible Subcontractor fails to perform, shall not be a Cost of the Construction Work, and shall be Design/Builder's sole responsibility, at no additional cost to Owner; provided, however, Design/Builder shall be entitled to the proceeds of any Subcontractor maintenance bond, where such Subcontractor has defaulted in this regard.

(D) Reconstruction Due to Casualty Loss: If, after a substantial loss from fire, flood, or similar cause not due to the default or neglect of the Design/Builder, the Design/Builder is put in charge of reconstruction, the Design/Builder shall be paid a management fee for its services proportionate to the Management Fee specified in this Contract. Any reconstruction work shall be considered part of the Scope of the Work, except that the Design/Builder's Management Fee under the Construction Price shall be adjusted accordingly, unless otherwise reimbursed by the proceeds of insurance, or through utilization of the Change Order procedure set out in this Contract.

(E) Discounts, Refunds, Sales of Surplus Materials: All discounts, if realized, for prompt payment shall belong to Owner and shall be accounted for in the applicable Construction Price line item. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall likewise belong to Owner, and Design/Builder and Owner shall make provisions so that they can be secured, the amounts thereof to be accounted for in the applicable line item.

(F) Cost Not Included As Part Of The Cost Of The Construction Work And Services: The following items of cost and expense are not included as part of the Cost of the Construction Work to be paid by Owner to Design/Builder:

- (1) Except as specifically provided above, salaries, wages, and other compensation of Design/Builder personnel stationed at Design/Builder's principal office or offices.
- (2) Design/Builder's home office overhead, including, but not limited to, any and all expenses associated with Design/Builder's principal office and offices other than at the Project site.
- (3) Design/Builder's capital costs and expenses, including interest on capital utilized in the performance of this Contract.
- (4) Rental cost for machinery or equipment except as expressly provided above.
- (5) Cost and expense incurred by Design/Builder, its Subcontractors, consultants, or suppliers, or anyone directly or indirectly employed by any of them, when such costs or expenses are the result of their negligence or failure to perform any required contractual duty.
- (6) Any and all cost or expense not specifically allowed pursuant to Paragraph 10(B) above.

(D) Any and all cash discounts, rebates, or refunds relating to payments made by Design/Builder shall accrue to Owner and shall be credited or paid to Owner at its election.

(E) Owner may, at its option, offset any amounts due and payable under this Contract against any debt (including taxes) lawfully due to Owner from Design/Builder, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to Owner has been reduced to judgment by a court.

## **ARTICLE 12 PAYMENT OF THE CONTRACT PRICE**

(A) Payment Procedure: Owner shall pay the Contract Price to Design/Builder in accordance with the procedures set forth in this Article.

(B) Request For Payment: On or before the twentieth day of each month, Design/Builder shall submit to Owner its request for payment in such form, and with supporting documentation, as Owner may require. Each request shall seek payment for the Cost of the Construction Work and Services as defined and allowed by Paragraph 10(B) hereinabove incurred during the preceding month along with such portion of Design/Builder's Fee as allowed by Paragraph 12(D) below. The supporting documentation for each request for payment shall include, but not be limited to, certified payrolls, petty cash accounts, receipted invoices, and invoices with check vouchers attached. Similar documentation shall be included from each of Design/Builder's Subcontractors and consultants. The request for payment shall be verified under oath by an officer of Design/Builder.

(C) Time For Payment: Payment to the Design/Builder shall be made on the basis of a duly certified and approved estimate of the Work performed during the preceding calendar month. The Owner shall retain ten percent of the amount of each progress payment until Final Completion of the Work. An estimate of the Work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time the Owner issues a specific written finding setting forth those items in detail in the estimate of the Work that are not approved for payment under the Contract. The Owner may withhold an amount from the progress payment sufficient to pay the expenses the Owner reasonably expects to incur in correcting the deficiency set forth in the written finding. The progress payments shall be paid on or before fourteen days after the estimate of the work is certified and approved. The estimate of the Work shall be deemed received by the Owner on submission to any person designated by the Owner for the submission, review or approval of the estimate of the Work.

When Work under the Contract is fifty percent completed, as determined by Owner in its sole and absolute discretion, one-half of the amount retained shall be paid to the Design/Builder on the Design/Builder's request, provided the Design/Builder is making satisfactory progress on the Contract, determined in the sole and absolute discretion of the Owner, and there is no specific cause or claim requiring a greater amount to be retained. After the Contract is fifty percent completed, five percent of the amount of any subsequent progress payments made under the Contract shall be retained providing the Design/Builder is making satisfactory progress on the project, determined in the sole and absolute discretion of the Owner, except that if at any time the Owner determines satisfactory progress is not being made, ten percent retention shall be reinstated for all progress payments made under the Contract after such determination.

(D) Payment Of The Management Fee: In addition to the payment of the Cost of the Construction Work and Services as set forth hereinabove, Owner will pay Design/Builder its Management Fee monthly during performance of Construction Work, based upon the percentage of Construction Work completed in accordance with the Contract. From each scheduled Management Fee payment, Owner shall further withhold retainage as set forth in Paragraph 12(C).

(E) Right To Audit: Owner shall be entitled to rely upon the accuracy and completeness of the information furnished by Design/Builder in connection with its request for payment. Owner shall have the right, however, upon demand, to make a detailed examination, audit or inspection of Design/Builder's books and records for the purpose of verifying the accuracy and completeness of such information. In the event Owner determines that Design/Builder has been paid any sums not due Design/Builder, same shall be reimbursed by Design/Builder to Owner within forty-eight (48) hours of demand by Owner.

(F) Condition Precedent To Final Payment: Notwithstanding any other provision in the Contract Documents, final payment shall not be made to Design/Builder until Design/Builder has fully performed all of its obligations under the Contract and the Design Services and the Construction Work are fully complete.

(G) Owner's Review Of Pay Requests: Owner shall have the right to review all pay requests and the Design Services and the Construction Work at the Project site or elsewhere to determine whether the quantity and quality of the Construction Work and the Design Services is as represented in the pay request and as required by the Contract.

(H) Conditions Precedent To Payment: In addition to all other conditions precedent contained herein, it shall be a condition precedent to payment of any pay request that Design/Builder have submitted updated schedules for the performance of its Construction Work and Design Services as required by this Contract and that Design/Builder shall have furnished to Owner properly executed waivers of lien, in a form acceptable to Owner, from all Subcontractors, material men, Suppliers or others having lien rights, wherein they shall acknowledge receipt of all sums due pursuant to all prior pay requests and waive and relinquish any liens or lien rights relating thereto.

(I) Passage of Title to Construction Work: Notwithstanding progress payments made by Owner under this Contract, title to Construction Work under this Contract does not pass to Owner until final completion and acceptance of the Project by Owner, at which point title to all Construction Work is deemed to pass immediately to Owner. The risk of loss regarding completed Construction Work that is paid for by Owner prior to final completion and acceptance remains with Design/Builder.

(J) Design/Builder's Use Of Progress Payments: Upon receipt of any payment from Owner, Design/Builder shall promptly pay all Subcontractors, material man, laborers, and Suppliers such amounts as they are entitled for the Construction Work covered by such payment.

(K) Use Of Joint Checks: If Owner becomes informed that Design/Builder has not paid a Subcontractor, material man, laborer, or Supplier as provided herein, Owner shall have the right, but not the duty, to issue checks and payment then or thereafter otherwise due to Design/Builder naming Design/Builder and any such Subcontractor, material man, laborer, or Supplier as joint payees. Such joint check procedure, if employed by Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit Owner to repeat the procedure in the future nor to

create any contractual or other relationship of any kind between Owner and such person or entity.

(L) Payment Not A Waiver Or Acceptance: No payment to Design/Builder, nor any use or occupancy of the Project by Owner, shall be interpreted or construed to constitute acceptance of any Construction Work not in strict compliance with the Contract, and Design/Builder expressly accepts the risk that defective Construction Work may not be detected (1) during any inspection by Owner, (2) prior to making of any payment to Design/Builder, or (3) before Owner's occupancy of the Project.

(M) Withholding Of Payment: Owner shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or all of the amount previously paid to Design/Builder in an amount then believed by Owner to be adequate to cover the penalties, damages, and potential losses resulting or likely to result from:

- (1) The quality of a portion, or all, of Design/Builder's Construction Work not being in accordance with the requirements of this Contract;
- (2) The quantity of Design/Builder's Construction Work not being as represented in Design/ Builder's pay request, or otherwise;
- (3) Design/Builder's rate of progress being such that, in Owner's opinion, Substantial Completion, Final Completion, or both, may be unexcusably delayed;
- (4) Design/Builder's failure to use Contract funds, previously paid Design/Builder by Owner, to pay Design/Builder's Project-related obligations including, but not limited to, Subcontractors, laborers and material and equipment Suppliers;
- (5) Evidence that the balance of the Construction Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- (6) Claims made, or likely to be made, against Owner or its property;
- (7) Loss caused by Design/Builder;
- (8) Design/Builder's failure or refusal to perform any of its obligations to Owner. In the event that Owner makes written demand upon Design/Builder for amounts previously paid by Owner as contemplated in this Paragraph 12(M), Design/Builder shall promptly comply with such demand.

(N) Limitation On Duty To Pay: In addition to the grounds for withholding payment as set forth in Paragraph 12(M) hereinabove, Owner and Design/Builder further agree as follows:

- (1) Within ten (10) calendar days of the effective date hereof, Design/Builder shall submit to Owner a Schedule of Values allocating the Construction Price to the various portions of the Design Services and the Construction Work. Such

Schedule of Values shall be prepared in such form, with such detail, and supported by such data as Owner may require to substantiate its accuracy. Design/Builder shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by Design/Builder shall constitute a material breach of this Agreement. The Schedule of Values shall only be utilized as a basis for evaluating Design/Builder's request(s) for payment and shall only constitute such basis after it has been acknowledged in writing by Owner;

- (2) Each request for payment shall include a certification by Design/Builder of the percentage of completion, as of the date of such request for payment, of those portions of the Design Services and the Construction Work as identified in the Schedule of Values. Design/Builder shall furnish to Owner such documentation or other supporting data as Owner may request in order to verify the percentage of completion certified by Design/Builder;
- (3) Owner shall have no obligation to make payment to Design/Builder for any Design Services or Construction Work where the amount for which such payment is requested is in excess of the amount allocated in the Schedule of Values for such Design Services or Construction Work based upon the percentage of completion as of the date of the request for payment.

(O) Unexcused Failure To Pay: If Owner, without cause or basis hereunder, fails to pay Design/Builder any amounts due and payable to Design/Builder within thirty (30) days after the date established in this Contract for payment of such amounts, then the payment shall bear interest in accordance with the Arizona Prompt Payment Act, as amended. Provided, however, that Owner shall not be liable for interest due on any late or delayed progress payment or final payment caused by any good faith claim or dispute, any discrepancy in quantities, any failure to provide supporting documentation or other information required with the request for payment or as a precondition to payment under the Contract Documents, or due to any payment Owner has a right to withhold or not certify under the Contract Documents.

### **ARTICLE 13 SUBSTANTIAL AND FINAL COMPLETION**

(A) Substantial Completion: "Substantial Completion" means that stage in the progression of the Construction Work, as approved by Owner in writing, when the Project is sufficiently complete in accordance with the Contract that Owner can enjoy beneficial use or occupancy of the entire Project and can utilize it for all of its intended purposes. A condition precedent to Substantial Completion is the receipt by Owner of all necessary certificates of occupancy or other authorizations for the use and occupancy of the Project required by any governmental or regulatory authority. Owner reserves the right to occupy and use any part, phase or system of the Project when such part, phase or system is substantially completed, but such partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

(B) Determination Of Substantial Completion: When Design/Builder believes that the Construction Work is substantially complete, Design/Builder shall notify the Manager in writing and shall submit to Owner a list of items remaining to be completed or corrected. The Manager, the Manager's designee, (or an independent consultant hired by Owner) will perform an inspection. If the Construction Work is substantially complete, in the sole opinion of Owner, Owner will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of Owner and Design/Builder for Project security, maintenance, heat, utilities, damage to the Construction Work, and insurance, and shall fix the date, not longer than 30 days after the established date of Substantial Completion, within which Design/Builder shall complete any items of incomplete or defective Construction Work. The Certificate of Substantial Completion shall be submitted to Design/Builder for its written acceptance of the responsibilities assigned to it in such certificate.

(C) Payment Upon Substantial Completion: Upon Substantial Completion of the Construction Work, and upon execution by both Owner and Design/Builder of the Certificate of Substantial Completion, Owner shall pay Design/Builder, within thirty (30) days, all sums due Design/Builder, including such amount of retainage as the Owner in its sole discretion wishes to pay based upon the value of remaining performance, less the reasonable costs, as determined by Owner in Owner's sole discretion, for completing all incomplete Construction Work and Design Services, correcting and bringing into strict conformance all defective and nonconforming Construction Work, and handling all outstanding or threatened claims.

(D) Final Completion: "Final Completion" means the completion of all Design Services and all Construction Work required by, and in strict compliance with, the Contract, including Design/Builder's provision to Owner of all documents and things required to be provided by the Contract.

(E) Determination Of Final Completion: When Design/Builder believes that all of the Construction Work is finally complete, and Design/Builder is ready for a final inspection, Design/Builder shall so notify the Manager in writing. The Manager (or an independent consultant hired by Owner) will then make final inspection of the Construction Work and, if the Construction Work is complete in strict accordance with the Contract, and the Contract has been fully performed, then Owner will issue a Certificate for Final Payment, providing for payment of the remainder of the Contract Price, less any amount withheld pursuant to the Contract.

(F) Payment After Final Completion: Owner shall make final payment of all remaining sums due to Design/Builder within thirty (30) days after Final Completion as reflected by Owner's Certificate for Final Payment, provided that all documents and things required to be delivered to Owner under this Contract have been delivered as required, and provided that all other conditions precedent to payment have been satisfied.

(G) Conditions Precedent To Final Payment: Prior to being entitled to receive final payment, and as a condition precedent thereto, Design/Builder shall furnish Owner, in the form and manner required by the Manager, the following:

- (1) an Affidavit of Final Payment and Release, in particular certifying that all Subcontractors and Suppliers have been paid all sums lawfully due to them, and releasing Owner from all claims that Design/Builder had or might have asserted during the performance of this Contract;
- (2) if required by Owner, separate releases of lien or lien waivers from each Subcontractor, lower tier subcontractor, laborer, Supplier or other person or entity who has, or might assert a claim against Owner or Owner's property;
- (3) consent of surety to final payment;
- (4) a complete set of the as-built drawings to include set of mylar and AutoCAD disks and the record set of Contract Documents; and
- (5) all product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of a Contractor, or expressly required herein, as a part of or prior to Project closeout.

(H) Acceptance Of Final Payment A Waiver: Acceptance by Design/Builder of final payment shall constitute a waiver and release of all claims against Owner by Design/Builder except for those claims previously made in writing against Owner by Design/Builder, pending at the time of final payment and specifically identified on Design/Builder's pay request for final payment as unsettled at the time it submits its pay request.

#### **ARTICLE 14 OWNER'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES**

In addition to payment, Owner shall undertake to perform the following:

(A) Provide Project Information: Owner shall provide Design/Builder with information regarding Owner's requirements for the Project including any desired or required design or construction schedule.

(B) Review Of Documents: Owner shall review any documents submitted by Design/Builder requiring Owner's decision, and shall render any required decisions pertaining thereto.

(C) Provide Notice Of Defects: In the event Owner knows of any material fault or defect in the Construction Work, nonconformance with the Contract, or of any errors, omissions or inconsistencies in the Design Documents, then Owner shall give prompt notice thereof in writing to Design/Builder.

(D) Access To The Site And The Construction Work: Owner shall provide Design/Builder access to the site and to the Construction Work, and shall provide Design/Builder with such information, existing and reasonably available, necessary to Design/Builder's performance of the Contract as Design/Builder may request.

(E) Cooperation To Secure Permits, Licenses, Approvals, And Authorizations: Owner shall cooperate with Design/Builder in securing any necessary licenses, permits, approvals or other necessary authorizations for the design, construction and certification of the Project.

(F) Timely Performance: Owner shall perform the duties set forth in this Article 13 in a reasonably expeditious fashion so as to permit the orderly and timely progress of Design/Builder's Design Services and of the Construction Work.

(G) Owner's Reviews, Inspections, Approvals, And Payments Not A Waiver: Owner's review, inspection, or approval of any Construction Work, Design Documents, Submittals, or pay requests by Design/Builder shall be solely for the purpose of determining whether such Construction Work and such documents are generally consistent with Owner's construction program and requirements. No review, inspection, or approval by Owner of the Construction Work or documents shall relieve Design/Builder of its responsibility for the performance of its obligations under the Contract or the accuracy, adequacy, fitness, suitability, or coordination of its Design Services or the Construction Work. Approval by any governmental or other regulatory agency or other governing body of any Construction Work, Design Documents, or Contract Documents shall not relieve Design/Builder of responsibility for the strict performance of its obligations under the Contract. Payment by Owner pursuant to the Contract shall not constitute a waiver of any of Owner's rights under the Contract or at law, and Design/Builder expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by Owner.

(H) Delay Or Forbearance Not Waiver: Owner's agreement not to exercise, or its delay or failure to exercise, any right under the Contract or to require strict compliance with any obligation of Design/Builder under the Contract shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.

(I) Documents Requested By Design/Builder: Owner shall furnish to Design/Builder, prior to the execution of this Agreement, any and all written and tangible material knowingly in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to Design/Builder only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, Owner does not represent, warrant, or guarantee its accuracy or completeness either in whole or in part, and shall have no liability therefore. If Design/Builder requests in writing, Owner shall also furnish ALTA surveys, legal limitations, and utility locations (if known), and a legal description of the Project site.

(J) Approvals And Easements: Owner shall obtain all easements required for construction, and shall pay for necessary assessments and charges required for use and occupancy of the

Construction Work. Design/Builder shall render such assistance as Owner may request in obtaining such easements, certificates of occupancy, and the like.

(K) Right To Stop Construction Work: In the event Design/Builder fails or refuses to perform the Construction Work in strict accordance with the Contract, or is otherwise in breach of this Contract in any way, Owner may, at its option, instruct Design/Builder to cease and desist from performing further Construction Work, or any part thereof. Upon receipt of such instruction from Owner in writing, Design/Builder shall immediately cease and desist as instructed by Owner and shall not proceed further until the cause for Owner's instructions has been corrected, no longer exists, or Owner instructs that the Construction Work may resume.

(L) Owner's Right To Perform Construction Work: In the event Owner issues such instructions to stop Construction Work, and in the further event that Design/Builder fails and refuses within seven (7) days of receipt of same to provide adequate assurance to Owner that the cause of such instructions will be eliminated or corrected, then Owner shall have the right to carry out the Construction Work with its own forces, or with the forces of other contractors, and Design/Builder shall be fully responsible for the costs incurred in correcting any defective or deficient Construction Work. The rights set forth in Paragraph 14(K) and this Paragraph 14(L) are in addition to, and without prejudice to, any other rights or remedies Owner may have against Design/Builder, including the rights to terminate or withhold payment as provided herein.

## **ARTICLE 15 PROJECT DOCUMENTATION**

(A) Maintenance Of Project-Related Records: Design/Builder shall maintain and protect all records relating in any manner whatsoever to the Project (the "Project Records") for no less than four (4) years after Final Completion of the Project, and for any longer period of time as may be required by law or good management practice.

(B) Availability Of Project-Related Records To Owner: All Project Records which are in the possession of Design/Builder or Design/Builders Subcontractors shall be made available to Owner for inspection and copying upon Owner's request at any time. Additionally, such records shall be made available upon request by Owner to any state, federal or other regulatory authorities, and any such authority may review, inspect and copy such records. The Project Records include, without limitation, all drawings, plans, specifications, Submittals, correspondence, logs, minutes, memoranda, photographs, tape or videotape recordings, or other writings or things which document the Project, its design, or its construction. Said records include those documents reflecting the cost of design and construction to Design/Builder.

**ARTICLE 16**  
**PERSONNEL, SUBCONTRACTORS AND SUPPLIERS**

(A) Subcontractor Defined: A "Subcontractor" means an entity which has a direct contract with Design/Builder to perform a portion of the Construction Work or the Design Services. For purposes of the Contract, Subcontractors shall also include those furnishing specially fabricated equipment and materials for the Project.

(B) Supplier Defined: A "Supplier" means an entity providing only equipment or materials for the performance of the Construction Work.

(C) Objections To Subcontractors: Upon execution of this Agreement, and at such later times as may be applicable, Design/Builder shall furnish Owner, in writing, the names of persons or entities proposed by Design/Builder to act as Subcontractors on the Project. Design/Builder shall provide such information regarding such proposed Subcontractors as Owner deems necessary. Owner shall promptly reply to Design/Builder, in writing, stating any objections Owner may have to such proposed Subcontractors. Design/Builder shall not enter into a subcontract with an intended Subcontractor with reference to whom Owner objects. Any consent or failure to reject by Owner shall in no way relieve Design/Builder of any of its duties or warranties under the Contract.

(D) Terms Of Subcontracts: All subcontracts and purchase orders with Subcontractors shall afford Design/Builder rights against the Subcontractor which correspond to those rights afforded to Owner against Design/Builder under this Contract, including those rights of Contract suspension, termination, and stop Construction Work orders as set forth in this Contract. It is expressly agreed that no relationship of agency, employment, contract, obligation or otherwise shall be created between Owner and any Subcontractor of Design/Builder, and a provision to this effect shall be inserted into all agreements between Design/Builder and its Subcontractors.

(E) Design/Builder Responsible For Acts Of Its Subcontractors: Should Design/Builder subcontract all or any part of the Construction Work, such subcontracting of the Construction Work shall not relieve Design/Builder from any liability or obligation under the Contract or under any applicable policy, law or regulation, and Design/Builder shall be responsible for all and any acts, defaults, omissions or negligence of its Subcontractors, Suppliers, and consultants.

(F) Personnel: In accordance with Article 3 above, Design/Builder shall employ and assign only qualified and competent personnel to perform any service or task concerning the Project. Design/Builder shall designate one such person as the Project Design/Builder. Absent written instruction from Design/Builder to the contrary, the Project Design/Builder shall be deemed to be Design/Builder's authorized representative and shall be authorized to receive and accept any and all communications from Owner. Key design and supervisory personnel assigned by Design/Builder to this Project are as follows:

NAME

FUNCTION

**Project Manager:**

Donald Davis-J. Banicki Construction, 602.316.7845, [ddavis@banicki.com](mailto:ddavis@banicki.com)

**Landscape Architect:**

Anne Beavers- Kimley Horn, 602.906.1106, [anne.beavers@kimley-horn.com](mailto:anne.beavers@kimley-horn.com)

**Lead Designer:**

Joel Varner- Kimley Horn, 602.906.1188, [Joel.varner@kimley-horn.com](mailto:Joel.varner@kimley-horn.com)

Evidence of the above-named personnel's competence, such as a resume, may be provided to Owner prior to said personnel beginning performance of the function indicated. So long as the individuals named above remain actively employed or retained by Design/Builder, or any related entity or affiliate thereof, they shall perform the functions indicated next to their names unless Owner agrees to the contrary in writing or unless Owner requests removal of any such individual from the Project. In the event Owner requests the removal of any of the individuals named above, Design/Builder shall immediately comply and shall immediately replace such individual with a qualified substitute to whom Owner makes no objection. In the event one or more individuals not listed above subsequently assumes one or more of those functions listed above, Design/Builder shall be bound by the provisions of this paragraph, as though such individuals had been listed above.

(G) Removal Of Subcontractors And Personnel: If, at any time during the course of the Project, Owner reasonably determines that the performance of any Subcontractor or any member of Design/Builder's staff construction Working on the Project is unsatisfactory, Owner's Representative may require Design/Builder to remove such Subcontractor or staff member from the Project immediately and replace the staff member at no cost or penalty to Owner for delays or inefficiencies the change may cause.

**ARTICLE 17  
CHANGES AND EXTENSIONS OF TIME**

(A) Owner's Right To Order Changes: Changes in the Design Services or the Construction Work under this Contract, consisting of additions, deletions, revisions or any combination thereof, may be ordered unilaterally by Owner without invalidating the Contract. Such changes shall be communicated by Change Order, Field Order or supplemental agreement, as applicable. Design/Builder shall proceed diligently with any changes, and same shall be accomplished in strict accordance with the following terms and conditions as set forth in this Article 16.

(B) Changes and Extensions of Time: All change orders, changes requested by Design/Builder, or extensions of Contract Time occurring during construction of the Project related to actual Construction Work shall be governed by the applicable provisions of the General and Supplementary General Conditions. All changes to the scope of Design Services or

extensions of the agreed upon Design Schedule during the design process shall be made by mutual agreement of Owner and Design/Builder, and claims for an increase in design compensation due to a change in the scope of design Work or for an extension of time to the Design Schedule shall be made in writing within seven (7) calendar days after occurrence of the event that gives rise to the claim. All requests for additional compensation due to a change in the scope of Design Services, and all requests for an extension of time to the Design Schedule, shall include sufficient backup documentation to reasonably understand the request and the amount of time or compensation requested and determine the merits of the request.

(C) Adjustments To Construction Price Or Contract Time: Upon the occurrence of a change order for Construction Work as set forth in Paragraph 17(A) hereinabove which increases the Cost of the Construction Work, the Construction Price will thereafter include such Cost of the Construction Work and Services attributable to such change to the extent allowed by Paragraph 11(B) hereinabove. The failure of Design/Builder to provide notice in writing to Owner in accordance with Paragraph 17(B) of any request for an increase in the Construction Price or for an extension of the Contract Time shall constitute a waiver by Design/Builder of any entitlement thereto.

(D) Continuing Duty To Perform Construction Work And Make Payment: In the event the parties are unable to agree on the terms of a Change Order or Supplemental Agreement, then Design/Builder shall continue to diligently perform the Design Services and the Construction Work, including any change directed by Owner by Change Order or Supplemental Agreement, and shall keep thorough records of the cost of performance of such Change Order or Supplemental Agreement.

(E) Fiduciary Relationship: Design/Builder recognizes and accepts a fiduciary relationship of trust and confidence hereby established between Design/Builder and Owner and agrees that it shall at all times in good faith use its best efforts to advance Owner's interests and agrees to perform the Design Services and the Construction Work in the highest professional manner.

## **ARTICLE 18 CLAIMS BY DESIGN/BUILDER**

(A) Terms And Conditions Of Claims: Claims by Design/Builder against Owner are subject to the terms and conditions of this Article 18, and strict compliance herewith shall be a condition precedent to any liability of Owner therefore.

(B) Claim Procedures: All claims for additional compensation or additional time, regardless of their nature, when they occur, or whether they occur during the design or construction phase, shall be governed by Sections 3-4-90 through 3-4-94 of the City of Buckeye Procurement Code.

(C) Continuous Duty To Provide Documentation: Design/Builder shall provide, and continue to provide, to Owner all such documentation, including cost and time records, as and when Owner may request so that Owner may evaluate Design/Builder's claim.

(D) Duty To Continue Performance: Design/Builder shall continue its performance under this Contract regardless of the existence of any claims submitted by Design/Builder against Owner.

(E) Claims For Increase In Compensation: In the event Design/Builder seeks to make a claim for an increase in Design Services compensation or in the Construction Price, as a condition precedent to any liability of Owner for any claim, Design/Builder shall strictly comply with the requirements of Paragraph 18(B) above and such notice shall be given by Design/Builder before proceeding to execute any alleged additional or changed Construction Work. Failure of the condition precedent to occur shall constitute a waiver by Design/Builder of any claim.

(F) Limit Of Owner's Liability For Increased Compensation: In connection with any claim by Design/Builder against Owner for compensation in excess of the Construction Price or the not-to-exceed limit of the Design Services compensation, any liability of Owner shall be strictly limited to the Cost of the Construction Work and Design Services as defined and allowed in Paragraph 11(B) above and shall in no event include, indirect, consequential, impact or other costs, expenses or damages of Design/Builder or its Subcontractors. Owner shall not be liable to Design/Builder for claims of third parties, including Subcontractors, for acts, omissions, events, or conditions for which Owner would not be liable to Design/Builder under the terms of the Contract. As a condition precedent to Owner's liability to Design/Builder for any loss or damage resulting from claims of third parties, including Subcontractors, such third parties must have complied with all conditions contained in their agreements with Design/Builder and such claims must have been submitted to Owner by Design/Builder in strict compliance with all the requirements of this Article. Owner shall not be liable to Design/Builder for claims of third parties including Subcontractors, unless and until the liability of Design/Builder has been established in a court of competent jurisdiction.

(G) Representatives of the Parties

(1) City's Representatives

City designates the individual listed below as City's Senior Representative, which individual has the authority and responsibility for avoiding and resolving disputes:

Chris Williams, Manager  
Construction & Contracting Division  
City of Buckeye  
530 E Monroe Ave.  
Buckeye, Arizona 85326  
623.349.6225

City designates the individual listed below as its City's Representative, which individual has the authority and responsibility to initially hear, avoid and resolve disputes:

**Project Manager: Steven Riley**  
City of Buckeye  
530 E Monroe Ave.  
Buckeye, Arizona 85326  
623.349.6172

(2) Design/Builders Representative

Design/Builder designates the individual listed below as Design/Builder's Senior Representative, which individual has the authority and responsibility for avoiding and resolving disputes:

Contractor's name: J. Banicki Construction, Inc.  
Jeff Abraham  
6423 S. Ash Avenue  
Tempe, Az 85283  
Phone: 480-921-8016

(H) Claims Resolved By Change Order: The resolution of any claim under this Article shall be reflected by a Change Order or Supplemental Agreement executed by Owner and Design/Builder.

**ARTICLE 19  
UNCOVERING AND CORRECTING CONSTRUCTION WORK**

(A) Design/Builder Not To Cover Construction Work Contrary To Requirements: If any of the Construction Work is covered, concealed or obscured contrary to the written request of Owner, or contrary to any provision of the Contract, said Construction Work shall, if required by Owner, be uncovered for inspection and shall be properly replaced at Design/Builder's expense without change in the Contract Time.

(B) Owner's Right To Order Uncovering Of Any Construction Work: If any of the Construction Work is covered, concealed or obscured in a manner not inconsistent with Paragraph 19(A) above, it shall, if required by Owner, be uncovered for inspection. If such Construction Work conforms strictly with the Contract, the cost of uncovering and proper replacement shall be charged to Owner. If such Construction Work does not strictly conform to the Contract, Design/Builder shall pay the cost of uncovering and proper replacement.

(C) Duty To Correct Rejected Construction Work: Design/Builder shall immediately proceed to correct Construction Work rejected by Owner as defective or failing to conform to the Contract. Design/Builder shall pay all costs and expenses associated with correcting such rejected Construction Work, including any additional testing and inspections made necessary thereby.

(D) Duty To Correct Defective Construction Work Discovered After Completion: In addition to its warranty obligations set forth elsewhere herein, Design/Builder shall be specifically obligated to correct at its cost and expense any and all defective or nonconforming Construction Work for a period of twelve (12) months following Final Completion upon written direction from Owner. This obligation shall survive final payment by Owner and termination of the Contract.

(E) No Period Of Limitation Established: Nothing contained in Paragraph 19(D) shall establish any period of limitation with respect to other obligations which Design/Builder has under the Contract. Establishment of the one-year time period in Paragraph 19(D) above relates only to the duty to Design/Builder to specifically correct the Construction Work.

(F) Owner's Option To Accept Defective Construction Work: Owner may, but shall in no event be required to, choose to accept defective or nonconforming Construction Work. In such event, the Contract Price shall be reduced by the reasonable costs of removing and correcting the defective or nonconforming Construction Work. Owner shall be entitled to a reduction in the Construction Price regardless of whether Owner has, in fact, removed and corrected such defective Construction Work. If the unpaid balance of the Construction Price, if any, is insufficient to compensate Owner for the acceptance of defective or nonconforming Construction Work, Design/Builder shall, upon written demand from Owner, pay Owner such additional compensation for accepting defective or nonconforming Construction Work.

## **ARTICLE 20 SUSPENSION AND TERMINATION**

(A) Suspension Of Performance: Owner may for any reason whatsoever suspend performance under the Contract. Owner shall give written notice of such suspension to Design/Builder specifying when such suspension is to become effective.

(B) Ceasing Performance Upon Suspension: From and upon the effective date of any Suspension ordered by Owner, Design/Builder shall incur no further expense or obligations in connection with this Contract, and Design/Builder shall cease its performance. Design/Builder shall also, at Owner's direction, either suspend or assign to Owner any of its open or outstanding subcontracts or purchase orders.

(C) Claim For Costs Of Suspension: In the event Owner directs a suspension of performance under this Article 19, through no fault of Design/Builder, and provided Design/Builder submits a proper claim as provided in this Contract, Owner shall pay Design/Builder as full compensation for such suspension Design/Builder's reasonable costs, actually incurred and paid, of:

- (1) demobilization and remobilization, including such costs paid to Subcontractors;
- (2) preserving and protecting Construction Work in place;

- (3) storage of materials or equipment purchased for the Project, including insurance thereon; and
- (4) performing in a later, or during a longer, time frame than that contemplated by this Contract.

(D) Resumption Of Construction Work After Suspension: If Owner lifts the suspension it shall do so in writing, and Design/Builder shall promptly resume performance of the Contract unless, prior to receiving the notice to resume, Design/Builder has exercised its right of termination as provided herein.

(E) Termination By Owner For Convenience: Owner reserves the right, for any reason whatsoever (including, but not limited to, the Owner's failure to appropriate funding for this Contract), or without reason, terminate performance under the Contract by Design/Builder for convenience. Owner shall give thirty (30) calendar days advance written notice of termination for convenience to Design/Builder. Design/Builder shall incur no further obligations in connection with the Contract and Design/Builder shall stop Design Services and the Construction Work when such termination becomes effective. Design/Builder shall also, at Owner's direction, either terminate or assign to Owner outstanding orders and subcontracts. Design/Builder shall settle the liabilities and claims arising out of any terminated subcontracts and orders. Owner may direct Design/Builder to assign Design/Builder's right, title and interest under terminated orders or subcontracts to Owner or its designee. Design/Builder shall transfer title and deliver to Owner such completed or partially completed Design Documents, Construction Work and materials, equipment, parts, fixtures, information and Contract rights as Design/Builder has.

(F) Submission Of Termination Claim And Compensation For Termination For Convenience: When terminated for convenience, Design/Builder shall be compensated as follows:

- (1) Design/Builder shall submit a termination claim to Owner specifying the amounts believed to be due because of the termination for convenience together with costs, pricing or other data required by Owner. If Design/Builder fails to file a termination claim within three (3) months from the effective date of termination, Owner shall pay Design/Builder an amount derived in accordance with Subparagraph (3) below;
- (2) Owner and Design/Builder may agree to the compensation, if any, due to Design/Builder under this paragraph;
- (3) Absent agreement to the amount due to Design/Builder, Owner shall pay Design/Builder, as full compensation for termination for convenience, the following amounts:

(a) The Cost of the Construction Work and Services, as defined and allowed by Paragraph 11(B) above, to the extent incurred or paid prior to receipt by Design/Builder of the notice of termination;

(b) Such portion of Design/Builder's Management Fee which is earned and unpaid as of the date of receipt by Design/Builder of the notice of termination; and

(c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph 20(E) hereinabove. These costs shall not include amounts paid in accordance with other provisions of this Contract. In no event shall Design/Builder be entitled to recover lost profits or other incidental or consequential damages from Owner on account of a termination for convenience, or an erroneous termination for cause as described below.

(G) Termination By Owner For Cause: If Design/Builder does not perform the Construction Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise commits a violation of a material provision of the Contract, then Owner may by written notice to Design/Builder, without prejudice to any other right or remedy against Design/Builder or others, terminate the performance of Design/Builder and take possession of the Project site and of all materials and equipment at the site and may finish the Construction Work by whatever methods it may deem expedient. In such cases, Design/Builder shall not be entitled to receive any further payment until the Construction Work is finished.

(H) Erroneous Termination For Cause: In the event the employment of Design/Builder is terminated by Owner for cause pursuant to Paragraph 20(G) and it is subsequently determined by a court or other tribunal of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Paragraph 20(E) and the provisions of Paragraph 19(F) regarding compensation shall apply.

## ARTICLE 21 INDEMNITY

(A) General Indemnity: To the fullest extent permitted by law, Design/Builder agrees to defend, indemnify and hold Owner, its officers, agents and employees, harmless for, from and against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Design/Builder's breach of any of the terms or provisions of this Contract, or by any negligent, grossly negligent or strictly liable act or omission of Design/Builder, its officers, agents, or employees, in the performance of this Contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of Owner, its officers, agents,

employees or separate contractors. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**ARTICLE 22  
INSURANCE AND BONDS**

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

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

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

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

(E) Minimum Scope And Limits Of Insurance. Design/Builder shall provide coverage at least as broad and with limits of liability not less than those stated below.

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

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

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

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

Combined Single Limit (CSL) \$1,000,000

The policy shall be endorsed to include the following additional insured language: "The City of Buckeye shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Design/Builder" including automobiles owned, leased, hired or borrowed by the Design/Builder".

(3) Workers Compensation and Employers Liability

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

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

(4) Professional Liability

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

(a) The required professional liability coverage must cover work done or to be done or on the behalf of the Design/Builder.

(b) In the event that professional liability insurance required by this Agreement is written on a "claims made" basis, coverage shall be maintained for two years past completion and acceptance of the Work or services required by this Contract.

(c) Any professional liability shall specifically delete any design-build or similar exclusions that could compromise coverage's because of the design-build delivery of the Project.

(5) Builders' Risk Insurance or Installation Floater \$292,050.00

In an amount equal to the initial Contract Price plus additional coverage equal to contract amount for all subsequent change orders.

(a) The City of Buckeye, the Design/Builder, Subcontractors, design professional and design professional's consultant and any others with an insurable interest in the Work shall be Named Insureds on the policy.

(b) Coverage shall be written on an all risk, replacement cost basis and shall include coverage for soft costs, flood and earth movement.

(c) Policy shall be maintained until whichever of the following shall first occur: (i)

final payment has been made; or, (ii) until no person or entity, other than the City of Buckeye, has an insurable interest in the property required to be covered.

(d) Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the City.

(e) Policy must provide coverage from the time any covered property becomes the responsibility of the Design/Builder, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.

(f) Policy shall contain a waiver of subrogation against the City of Buckeye.

(g) Design/Builder is responsible for the payment of all policy deductibles.

(6) Umbrella/Excess Liability: Umbrella/Excess Liability insurance with a limit of not less than \$5,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above.

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

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

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

(3) Coverage provided by the Design/Builder shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

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

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

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

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

- (J) Verification of Coverage

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

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

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

- (K) Approval. Any modification or variation from the insurance requirements in this Agreement shall be approved by the City, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

- (L) Bonds and Other Performance Security. Design/Builder shall provide the following performance bond and labor and material payment bond:

(1) Prior to execution of this Agreement, the Design/Builder must provide a performance bond and a labor and materials bond, each in an amount equal to the amount of initial Contract Price designated for construction services set forth in Article 11.

(2) Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Manager of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two years prior to the execution of the Agreement.

(3) The bonds shall be made payable and acceptable to the City of Buckeye.

(4) The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official. If one Power of Attorney is submitted, it shall be for twice the total Contract amount. If two Powers of Attorney are submitted, each shall be for the total Contract amount. Personal or individual bonds are not acceptable.

(5) Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Design/Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

(6) All bonds submitted for this project shall be provided by a company which has been rated "A- or better" by the A.M. Best Company.

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

#### **ARTICLE 24 CANCELLATION UNDER A.R.S. § 38-511**

(A) This Contract may be cancelled pursuant to the terms of Arizona Revised Statutes Section 38-511, as amended.

**ARTICLE 25**  
**GIFT TO PUBLIC SERVANT**

(A) Owner may terminate this Contract immediately if Design/Builder has offered, conferred, or agreed to confer any benefit upon a City of Buckeye employee or official that the City of Buckeye employee or official is prohibited by law from accepting.

(B) For purposes of this section, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

(C) Notwithstanding any other legal remedies, Owner may require Design/Builder to remove any employee of Design/Builder from the Project who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made to Design/Builder as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

**ARTICLE 26**  
**NONDISCRIMINATION**

(A) General: As a condition of this Contract, Design/Builder covenants that Design/Builder will take all necessary actions to insure that, in connection with any work under this Contract, Design/Builder, his associates and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. Design/Builder shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. In this regard, Design/Builder shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period of three (3) years from final Contract completion, with full access allowed to authorized representatives of Owner, upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

(B) Other Provisions. Subject to existing law, and regulations, illegal or undocumented persons will not be employed by the Design/Builder for any work or services to be performed pursuant to this contract. The Design/Builder will ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract. Design/Builder shall notify the City upon the selection and agreement with any subcontractor, and shall notify the City prior to any subcontractor being on site doing work. Design/Builder agrees to comply with the provisions of section 274A(a)(1)(A) and 274A(a)(2) of the Immigration and Nationality Act (8 U.S.C.1324a(a)(1)(A), 1324a(a)(2)) (the "INA employment provisions"), and any amendments thereto, prohibiting the unlawful employment of illegal or undocumented persons. Under the terms of this agreement, the Design/Builder shall not knowingly hire or employ for any work performed pursuant to this contract any workers or employees not lawfully authorized to work in the United States under the provisions

of the Immigration and Nationality Act or any other applicable federal or state laws. Violation of the provisions of this section shall be deemed a material breach of this Contract.

## **ARTICLE 27 MISCELLANEOUS PROVISIONS**

(A) Governing Law; Venue: This Contract shall be governed by the laws and court decisions of the State of Arizona. This Contract is performed in Maricopa County, Arizona, and exclusive venue for the enforcement of rights or legal obligations under this Contract shall be in Maricopa County, Arizona.

(B) Successors And Assigns: This Contract shall be binding upon and inure to the benefit of the parties to this Contract and their respective successors and, except as otherwise provided in this Contract, their assigns.

(C) Non-Assignment: Design/Builder shall not assign this Contract, or any part of this Contract, without prior written consent of Owner.

(D) Notices: All notices, communications, and reports required or permitted under this Contract shall be personally delivered or mailed to the respective parties by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either party is otherwise notified in writing by the other party, at the following addresses. Mailed notices shall be deemed communicated as of five days after mailing.

If intended for Owner, to:

Chris Williams, Manager  
Construction & Contracting Division  
City of Buckeye  
530 E Monroe Avenue  
Buckeye, Arizona 85326  
Phone: 623.349.6225

If intended for Design/Builder, to:

J. Banicki Construction, Inc.  
Jeff Abraham  
6423 S. Ash Avenue  
Tempe, Az 85283  
Phone: 480-921-8016

(E) Publicity: No information relative to the existence or the details of the Design Services or the Construction Work shall be released by Design/Builder, either before or after completion of the Project, for publication, advertising or any commercial purposes without Owner's prior written consent.

(F) Severability: In the event that any portion or any portions of this Contract are held to be unenforceable by a court of competent jurisdiction, then the remainder of this Contract shall be enforced as though such portions had not been included, unless to do so would cause this Contract to fail of its essential purposes.

(G) Entire Agreement: This Contract, with all Exhibits and incorporated or referenced attachments, together with Design/Builder's and Surety's performance and payment bonds for the Project, constitute the entire and exclusive agreement between Owner and Design/Builder with reference to the Project. This Contract supersedes any and all prior documents, discussions, communications, representations, understandings, negotiations or agreements by and between the parties.

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

(I) E-VERIFY:

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

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

[Signature Page to Follow]

THEREFORE, the City of Buckeye by its Mayor and City Clerk have hereunto subscribed their names this \_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY:**  
THE CITY OF BUCKEYE, ARIZONA  
an Arizona Municipal corporation

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

ATTEST:

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

RECOMMENDED:

\_\_\_\_\_  
Christopher A. Williams, Manager  
Construction & Contracting

APPROVED AS TO FORM:

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

**CONTRACTOR:**  
J. Banicki Construction, Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**

**DESIGN-BUILD CONTRACT  
BETWEEN  
CITY OF BUCKEYE  
AND  
J. Banicki Construction, Inc.**

**[PROPOSAL/SCHEDULE]**

SEE FOLLOWING PAGES



**J. Banicki Construction, Inc.**  
4720 E. Cotton Gin Loop  
Suite 240  
Phoenix, AZ 85040

480-921-8016 (phone)  
480-921-9456 (fax)

August 10, 2016

City of Buckeye  
530 E. Monroe Ave. Buckeye, Arizona 85326

Attention: Christopher A. Williams  
Manager, Construction and Contracting Division

Reference: Monroe Ave. Beautification - Design-Build Project

Subject: J. Banicki Construction, Inc. Proposal Pre-Design-Build Services  
Monroe Avenue Beautification - Phase III -4th Street to 5<sup>th</sup> Street

Dear Mr. Williams,

J. Banicki Construction, Inc. (Banicki) is excited to present this Pre-Design Services Proposal for Phase III of the Monroe Ave. Beautification Design- Build Project. We have based our proposal upon information received at our meeting with the City of Buckeye on August 2, 2016. The total price for Pre-Design Services is \$42,052.00. The scope of work for this proposal includes:

- Pre-Construction Services – \$23,000.00
  - Site investigation
  - Utility locate and verification.
    - Blue Stake
    - Ground Penetrating Radar (GPR – 1 Day), verification of possible unknown utilities and conflicts.
    - Traffic Control for Pot Holing (3 Days)
    - Soft dig operations for utility location and depth verification
    - Supervision
- Pre-Design Services – \$29,052.00
  - Kimley-Horn (Scope is attached)
    - Data Collection & Utility Coordination
    - Meetings and Project Administration
    - Monroe Avenue Conceptual Layout
    - Evaluation of Irrigation POCs and Design Alternatives
    - Control and Topographic Survey

This project will be administered through the current JOC Contract that Banicki has with the City of Buckeye.

Banicki looks forward to working with the City of Buckeye on this high profile project. Should you have any questions or require additional information, please do not hesitate to contact me at (602) 316-7845 or at [ddavis@banicki.com](mailto:ddavis@banicki.com).

Sincerely,

Donald R. Davis  
APDM Manager

# Kimley»Horn

August 04, 2016

Don Davis  
J. Banicki Construction, Inc.  
6423 S Ash Avenue  
Tempe, AZ 85283

**RE: *City of Buckeye  
Monroe Avenue Phase III Pre-Design  
Proposed Scope of Services and Fee Proposal***

Don,

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this scope of services and fee proposal to perform consulting services for Banicki Construction for the City of Buckeye Monroe Avenue Phase IV Pre-Design project. Our proposal has been prepared based upon the information obtained through meetings with the City of Buckeye and Banicki Construction held on 5/4/16 and on 8/2/16. The total contract cost to perform these services is \$19,052.

We very much appreciate the opportunity to work with Banicki Construction and City of Buckeye on these projects. Should you have any questions please do not hesitate to contact me at (602) 906-1188 or [joel.varner@kimley-horn.com](mailto:joel.varner@kimley-horn.com).

Sincerely,  
Kimley-Horn and Associates, Inc.



Joel Varner, P.E.  
Project Manager

cc: Chris Woolery, Anne Beavers– Kimley-Horn,  
Enclosure

**CITY OF BUCKEYE  
MONROE AVENUE PHASE III PRE-DESIGN  
CITY OF BUCKEYE, ARIZONA**

**SCOPE OF SERVICES (8/4/2016)**

The City of Buckeye is planning to perform streetscape improvements to East Monroe Avenue between North 4<sup>th</sup> Street and North 5<sup>th</sup> Street. The City of Buckeye has initiated these improvements through Banicki Construction's Job Order Contract (JOC), who has requested the services of Kimley-Horn & Associates, Inc. (Kimley-Horn) to preform pre-design services and to prepare a preliminary roadway, landscape, and irrigation layout.

The Monroe Avenue improvements will consist of installing landscaping bump outs similar to the improvements performed from 5<sup>th</sup> Street to 4<sup>th</sup> Street. These bump outs will be installed on the west side of the Monroe Avenue & 5<sup>th</sup> Street intersection, and on all four corners of the Monroe Avenue & 4<sup>th</sup> Street intersection. Additionally, the Monroe Avenue & 4<sup>th</sup> Street intersection will receive decorative stamped asphalt crosswalks similar to those previously installed at the 6<sup>th</sup> Street intersection.

This scope of services is for the pre-design phase of the project only. Once a design concept has been agreed upon, a separate contract will be prepared for the preparation of final construction documents.

***Task No. 1 – Data Collection & Utility Coordination***

The City will provide existing roadway, water, sewer and drainage as-built plans and drainage reports for the roadway segments. Kimley-Horn will submit a Blue Stake ticket and contact all utility companies for utility as-builts in order to determine the approximate location of existing utility facilities within the project limits. Kimley-Horn will use this information to prepare an existing utility CAD file, which will be used in in a separate future project to prepare the construction documents.

Once the existing utility CAD file is prepared, Kimley-Horn will perform a field investigation to confirm above-ground utility features and to determine potential irrigation connection points.

No utility coordination meetings are included in this scope and fee.

***Task No. 2 – Meetings & Project Administration***

Kimley-Horn will attend up to three meetings as a part of this project:

- Project Kick-Off Meeting & Field Review
- Preliminary layout submittal meeting
- Final layout submittal meeting

Any additional meetings beyond these will be considered an additional service.

This task includes internal Kimley-Horn project coordination, team meetings and project administration.

### ***Task No. 3 – Monroe Avenue Conceptual Layout***

Kimley-Horn will prepare a conceptual layout of the bulb-out improvements. This conceptual layout will consist of bulb-out locations overlaid on an aerial photo of the area. This conceptual layout will not include construction details and notes and will be schematic only.

The proposed conceptual layout will be prepared on plan sheets shown at 1 inch = 20 feet (horizontal).

Kimley-Horn's preliminary sheet count for this work is 1 sheet:

- Conceptual Layout (1 Sheet)

Kimley-Horn will provide a schedule of quantities associated with each individual bulb out. It is assumed that Banicki will be responsible for assigning unit costs to these quantities and preparing a preliminary cost estimate.

### ***Task No. 4 – Evaluation of Irrigation POCs and Design Alternatives***

Kimley-Horn will investigate and evaluate to potential for establishing irrigation points-of-connection (POCs) to serve landscape within the proposed bulb-outs at the four corners of 4<sup>th</sup> Street. Based on this investigation, we will develop up to two (2) design alternatives for the layout of an irrigation system. Design alternatives will show the location(s) of irrigation POCs, irrigation equipment locations, and the general layout of irrigation sleeves and irrigation mainlines. These items will be shown overlaid on an aerial photo of the area. This layout will not include construction details and notes and will be schematic only.

Depending upon the outcome of the irrigation POC investigation, we will provide an appropriate plant list.

Kimley-Horn will provide a schedule of quantities associated with each individual bulb out. Some quantities will be provided by order of magnitude, as the final quantities of some items will not be finalized at this stage (shrubs and groundcover, decomposed granite, boulders, irrigation lateral pipe, and other appurtenances necessary to complete the irrigation system).

The proposed design alternatives will be prepared on plan sheets shown at 1 inch = 20 feet (horizontal).

Kimley-Horn's preliminary sheet count for this work is 1 sheet:

- Design Alternatives for Irrigation POCs and Irrigation Layout (1 Sheet)
- Plant list spreadsheet with quantities

## SUBCONSULTANT SERVICES

### *Task No. 5 – Control and Topographic Survey (Subconsultant Allowance)*

Survey Innovation Group, Inc. (SIG) will perform the control and topographic survey for this project. SIG's scope of services is provided in **Appendix A** of this document.

### **Tasks Not Included In This Scope of Work/Fee Proposal**

- Attending more than three meetings
- Final construction documents
- Earthwork modeling, earthwork quantities, or cross sections
- Construction Phasing Plans
- Traffic Control Plans
- Signing and Pavement Marking Plans
- Traffic Signal Plans
- Geotechnical
- Drainage modeling/design
- Offsite runoff mitigation
- Construction Phase Services
- Post Design
- Any additional items not mentioned and not specifically listed as a task in the sections above



## Kimley-Horn Fee Proposal

**CITY OF BUCKEYE**  
**Monroe Ave Phase III**  
**Fee Proposal**

		PM	Sr. Engr.	PE/Prof	Engr/Design	Tech	
<b>TASK DESCRIPTION</b>	<b>SUBTOTAL</b>	<b>\$ 199.00</b>	<b>\$ 179.00</b>	<b>\$ 147.00</b>	<b>\$ 11,100.00</b>	<b>\$ 87.00</b>	
<b>1. DATA COLLECTION &amp; UTILITY COORDINATION</b>	<b>2,220.00</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>12</b>	<b>20</b>
Blue Stake, Collect As-Builts, Utility Coordination	936.00			4		4	8
Utility Base Map	1,284.00			4		8	12
<b>2. PROGRESS MEETINGS</b>	<b>2,250.00</b>	<b>0</b>	<b>6</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>14</b>
Project Progress Meetings (2 Total)	2,250.00		6	8			14
Project Administration/Accounting	1,438.00	1	3	3		3	10
<b>3. MONROE AVENUE CONCEPTUAL LAYOUT</b>	<b>2,180.00</b>	<b>0</b>	<b>4</b>	<b>7</b>	<b>0</b>	<b>5</b>	<b>16</b>
Roadway Conceptual Layout	1,234.00		2	3		5	10
Quantities	946.00		2	4			6
<b>4. LANDSCAPE &amp; IRRIGATION LAYOUT</b>	<b>5,672.00</b>	<b>0</b>	<b>20</b>	<b>8</b>	<b>20</b>	<b>0</b>	<b>48</b>
Site Visit (with Banicki and City Staff)	1,304.00		4	4			8
Plant Palette Spreadsheet	802.00		2		4		6
Irrigation Point of Connection Evaluation & Design	2,320.00		8		8		16
Irrigation Layout & Connection Point Plan Sheet	1,604.00		4		8		12
Quantities	946.00		2	4			6
<b>SUBTOTAL DIRECT LABOR</b>	<b>12,322.00</b>	<b>-</b>	<b>30</b>	<b>31</b>	<b>20</b>	<b>17</b>	
<b>SUBCONSULTANTS TASKS</b>							
<b>5. RLF - Control &amp; Survey</b>	<b>6,730.00</b>						
Survey & Control	6,730.00						
<b>CONTRACT TOTAL</b>	<b>19,052.00</b>						

**APPENDIX A**

**RLF CONSULITNG (SURVEY) SCOPE OF SERVICES**



June 6, 2016

**Project: City of Buckeye – Monroe Avenue Roadway Improvements**

**Reference: Land Surveying & Aerial Services – Design Topographic Survey**

Dear Mr. Varner,

RLF Consulting is pleased to submit this proposal for Land Surveying Services in support of the roadway improvements for Monroe Avenue (M.C. 85) from 3<sup>rd</sup> Street to 5<sup>th</sup> Street in the City of Buckeye, AZ.

Our scope and fee are based on the following assumptions:

- Design Survey along Monroe Avenue (M.C. 85) for roadway improvements consisting of approximately 1,320 linear feet.
- The project limits are to be Centerline to Right-of-Way approximately 70' on each side of the existing centerline throughout the Design Survey corridor.
- Existing Right-of-Way lines will be established based on record information and field data collected throughout the course of this Survey.
- RLF will use UAS close range photogrammetry spanning the project limits, approximately 1,320 linear feet.
- RLF will use traditional survey methodology along with UAS obtained close range photogrammetric data to produce high precision 3D models to produce topographic mapping.
- RLF will produce a 3D point cloud of the subject terrain and all feature objects with an overall precision of +/- 1-3mm per pixel. The client can extract geospatial data as needed from the 3D point cloud.
- RLF will produce a geo-referenced ortho-rectified aerial image with a GSD (Ground Sampling Distance) of 0.50 inch/pixel.

*Mapping Requirements-*

- Scale: 1 inch equals 40 feet or as specified.
- Spot elevations on paving or other hard surfaces shall be to the nearest 0.01-foot; on other surfaces to the nearest 0.10-foot.
- Vertical Control to be based on datum related to NAVD88 or the local datum as specified.
- Boundary (record) and topographic information shall be shown on the same drawing. Boundary to be taken from the Maricopa County Assessor.
- Provide the drawing in AutoCAD 2013 (or newer) format (\*.dwg). Provide an electronic copy on CD ROM or DVD ROM.
- Provide survey information as an ASCII comma-delimited file (\*.txt). Provide an electronic copy on CD-ROM or DVD ROM. ASCII file to be in PNEZD (Point Number, Northing, Easting, Elevation, Description) format.
- Provide topographic "Surface" in drawing used to generate contours. Freeze "surface triangulation" layer prior to copying survey onto CD-ROM or DVD ROM.
- Provide Sealed and Signed hard copy of survey with a registered survey stamp as requested.



*Survey Requirements-*

- Design Topography along Monroe Avenue for roadway improvements consist of approximately 1,320 linear feet.
- Establish Horizontal and Vertical control at inter-visible stations throughout the project area.
- Provide site topography within the limits of the corridor, Provide contours at 1-foot intervals, with spot elevations on an approximate 25 to 50 foot cross-sections, with additional spot elevations at critical locations (i.e. high points, low points, at top and bottom of curb line, edge of pavement, etc.).
- Locate all existing utilities within subject area. Locate catch basins, clean outs, manholes and invert elevations of pipes.
- Delineate the limits of existing asphalt and concrete pavement, concrete sidewalks and landscape areas.
- Locate all signage and lane striping.
- Locate existing fire hydrants, PIVs, water and gas meters, light poles and flagpoles.
- Locate walls of the existing subdivisions where applicable.

Proposed Fee.....\$6,730

Sincerely,

**RLF CONSULTING, LLC**

**ACCEPTED BY:**

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

SD

SD

SD

SD

SD

**CITY OF BUCKEYE  
COUNCIL ACTION REPORT**

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

MEETING DATE:	9/20/16	AGENDA ITEM:	*C1).
DATE PREPARED:	8/22/16	DISTRICT NO.:	ALL
STAFF LIAISON:	Greg Platacz, Information Technology Director	DIRECTOR APPROVAL:	GP
DEPARTMENT:	Information Technology	FINANCE APPROVAL:	LP

Will not be added without both approvals

**ACTION / MOTION:** (This language identifies the formal motion to be made by Council)

Council to approve an increase in the spending authority from \$500,000.00. to \$600,000.00 for the Professional Services Agreement with Layer 8, LLC for information technology services.

WORKSHOP  
  SPECIAL  
  CONSENT  
  NON-CONSENT  
  Tabled  
  PUBLIC HEARING

**RELEVANT COUNCIL GOAL:**

GOAL 5: Responsive and Accountable Government and Effective Public Services  
Choose an item.

**SUMMARY**

**PROJECT DESCRIPTION:**

The Professional Services Agreement with Layer 8, LLC was awarded by Council on December 3, 2013 and amended on December 3, 2015 (the "Agreement"), to increase the spending authority to \$500,000. The Information Technology Department (the "IT Department") has supported the addition of several new City facilities including the new public works yard, the patrol substation at Sundance Crossings, several Water Resources sites, including the newly acquired Global Water facilities and the Public Safety Facility in Festival Ranch and will soon exceed the \$500,000 limit. Additionally, the IT Department anticipates moving forward with the delayed replacement of end of life equipment. The Agreement also provides maintenance and support services for information technology hardware, software, network infrastructure, telecommunications, Enterprise Resource Planning System (ERP), as well as the daily operations of the City

**BENEFITS:**

This Agreement is a valuable resource for in-house technological support of the daily operations as well as project support. The services provided by Layer 8 are essential for the continued success of the ERP implementation currently underway with Tyler Technologies. Layer 8 has been a valued partner to the City since 2005 and is a critical part of day to day operations of the City network infrastructure.

**FUTURE ACTION:** *Council and staff; does this need to be communicated internally/externally?*

There is one additional one-year renewal option. Services are included in the 16/17 Fiscal Budget and will be included in the budget proposals for Fiscal Budget 17/18.

**FINANCIAL IMPACT STATEMENT:**

This Agreement includes services of the Project Manager and Data Conversion Specialist for the ERP implementation as well as the network and telecommunications technicians that maintain the existing systems and install additional connectivity where needed. These expenditures are authorized in the approved fiscal year 16/17 budget.

**CURRENT FISCAL YEAR TOTAL COST**[Click here to enter text.](#)

BUDGETED  UNBUDGETED FISCAL YEAR BUDGET (check one) F/Y: 16/17

FUND / DEPARTMENT (GL#): 10001189-520018,  
50271189-541110 & various other departmental GL's as required

---

**ATTACHMENTS:** *\*\*ADDITIONAL INFORMATION AVAILABLE IN THE OFFICE OF THE CITY CLERK*  
Amendment No. 3

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**AMENDMENT NO. 3  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
CITY OF BUCKEYE  
AND  
LAYER 8, LLC**

THIS AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT (this "Agreement No. 3") is entered into as of September 20, 2016, between the CITY OF BUCKEYE, an Arizona municipal corporation ("City"), and LAYER 8, LLC, a Nevada Limited Liability Corporation (the "Consultant").

**RECITALS**

A. The City and the Consultant entered into a Professional Services Agreement, Contract No. 2013-017, dated December 3, 2013 ("Contract") for the Consultant to perform information technology technical support services (the "Agreement"). Additional Scope of Work related to the Enterprise Resource Planning System approved on April 7, 2015.

B. The City has determined that additional information technology technical support services are necessary as well as Enterprise Resource Planning System (ERP) support (the "Additional Services").

C. The City and the Consultant desire to enter into this Amendment No. 3 to increase the compensation amount to the Consultant for the Additional Services.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the forgoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Compensation. Consultant shall be paid according to the schedule set forth in Exhibit D in Contract No. 2013-017, dated December 3, 2013. Work shall only be initiated pursuant to the issuance of a "Task Order". The City shall pay Consultant in not to exceed will be increased from Five Hundred Thousand Dollars (\$500,000.00) to Six Hundred Thousand Dollars (\$600,000.00) for this contract term.

2. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and except as expressly modified herein, all terms, and conditions of the Agreement shall remain in full force and effect.

3. Non-Default. By executing this Amendment No.2, the Consultant affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this Amendment No. 2, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Amendment No.2 are forever waived.

4. Conflict of Interest. This Amendment No. 2 and the Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 as of the date and year first set forth above.

**“City”**

CITY OF BUCKEYE,  
an Arizona municipal corporation

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

ATTEST:

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

APPROVED AS TO FORM:

RECOMMENDED:

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

\_\_\_\_\_  
Christopher A. Williams, Manager  
Construction & Contracting Division

**“Consultant”**

LAYER8, LLC.  
a Nevada limited liability corporation

\_\_\_\_\_  
Nolan Straabe, President

ACKNOWLEDGEMENT

STATE OF ARIZONA    )  
                                  )  
County of Maricopa)

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me personally appeared **Jackie A. Meck**, the Mayor of the CITY OF BUCKEYE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he or she signed the above/attached document.

(Affix notary seal here)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_

SE

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## CITY OF BUCKEYE COUNCIL ACTION REPORT

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

MEETING DATE:	September 20, 2016	AGENDA ITEM:	XSE
DATE PREPARED:	August 11, 2016	DISTRICT NO.:	2
STAFF LIAISON:	Lucinda Aja	DIRECTOR APPROVAL:	LA
DEPARTMENT:	City Clerk	FINANCE APPROVAL:	N/A

Will not be added without both approvals

---

**ACTION / MOTION:** (This language identifies the formal motion to be made by Council)

Council to take action on the Special Event Liquor License Application for Oktoberfest to be held on October 8, 2016 from 9 a.m. to 10 p.m. at the 6th Street Plaza. Requested by John Broadbent on behalf of Buckeye Rotary.

---

WORKSHOP  SPECIAL  CONSENT  NON-CONSENT  TABLED  PUBLIC HEARING

---

**RELEVANT COUNCIL GOAL:**

GOAL 2: Enhanced Economic Well-Being and Vitality

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### SUMMARY

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**PROJECT DESCRIPTION:**

The Buckeye Rotary is requesting a Special Event Liquor License for Buckeye's Oktoberfest to be held on Saturday October 8, 2016 from 9 a.m. to 10 p.m. at the 6th Street Plaza.

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**BENEFITS:**

Event held for the enjoyment of the community

---

**FUTURE ACTION:**

Clerk's Department will process the application to provide to the State Liquor Board

---

**FINANCIAL IMPACT STATEMENT:**

\$100 fee paid

---

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

Special Event Liquor License Application

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Arizona Department of Liquor Licenses and Control  
 800 W Washington 5th Floor  
 Phoenix, AZ 85007-2934  
 www.azliquor.gov  
 (602) 542-5141

FOR DLLC USE ONLY

Event Date(s):
Event time start/end:
CSR:
License:

City Clerk

**APPLICATION FOR SPECIAL EVENT LICENSE**  
 Fee= \$25.00 per day for 1-10 days (consecutive)  
 Cash Checks or Money Orders Only

AUG 11 2016  
 by LC  
 Received

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

**IMPORTANT INFORMATION: This document must be fully completed or it will be returned.**

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

**SECTION 1** Name of Organization: Buckeye Rotary

**SECTION 2** Non-Profit/IRS Tax Exempt Number: [REDACTED]

**SECTION 3** The organization is a: (check one box only)  
 Charitable  Fraternal (must have regular membership and have been in existence for over five (5) years)  
 Religious  Civic (Rotary, College Scholarship)  Political Party, Ballot Measure or Campaign Committee

**SECTION 4** Will this event be held on a currently licensed premise and within the already approved premises?  Yes  No

Name of Business \_\_\_\_\_ License Number \_\_\_\_\_ Phone (include Area Code) \_\_\_\_\_

**SECTION 5** How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.  
 Place license in non-use  
 Dispense and serve all spirituous liquors under retailer's license  
 Dispense and serve all spirituous liquors under special event  
 Split premise between special event and retail location

(IF NOT USING RETAIL LICENSE, SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISE TO SUSPEND THE LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF PREMISE, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISE.)

**SECTION 6** What is the purpose of this event?  On-site consumption  Off-site (auction)  Both

**SECTION 7** Location of the Event: 517 E MONROE BUCKEYE AZ 85326  
 Address of Location: 517 E MONROE Buckeye AZ 85326  
Street City COUNTY State Zip

**SECTION 8** Will this be stacked with a wine festival/craft distiller festival?  Yes  No

**SECTION 9** Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: BROADBENT JOHN H [REDACTED]  
Last First Middle Date of Birth  
 2. Applicant's mailing address: [REDACTED] Goodyear AZ 85338  
Street City State Zip  
 3. Applicant's home/cell phone: (602) 981-9111 Applicant's business phone: ( )  
 4. Applicant's email address: [REDACTED] @leavitt.com

**SECTION 10**

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?  
 Yes  No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 7  
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event?  Yes  No  
 (If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Buckeye Rotary Percentage: 100%  
 Address PO Box 594 Buckeye AZ 85326  
Street City State Zip

Name \_\_\_\_\_ Percentage: \_\_\_\_\_  
 Address \_\_\_\_\_  
Street City State Zip

5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

**Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.**  
**"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"**

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?  
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

2 Number of Police 2 Number of Security Personnel  Fencing  Barriers  
 Explanation: Entire location is fenced  
security will watch EXITS

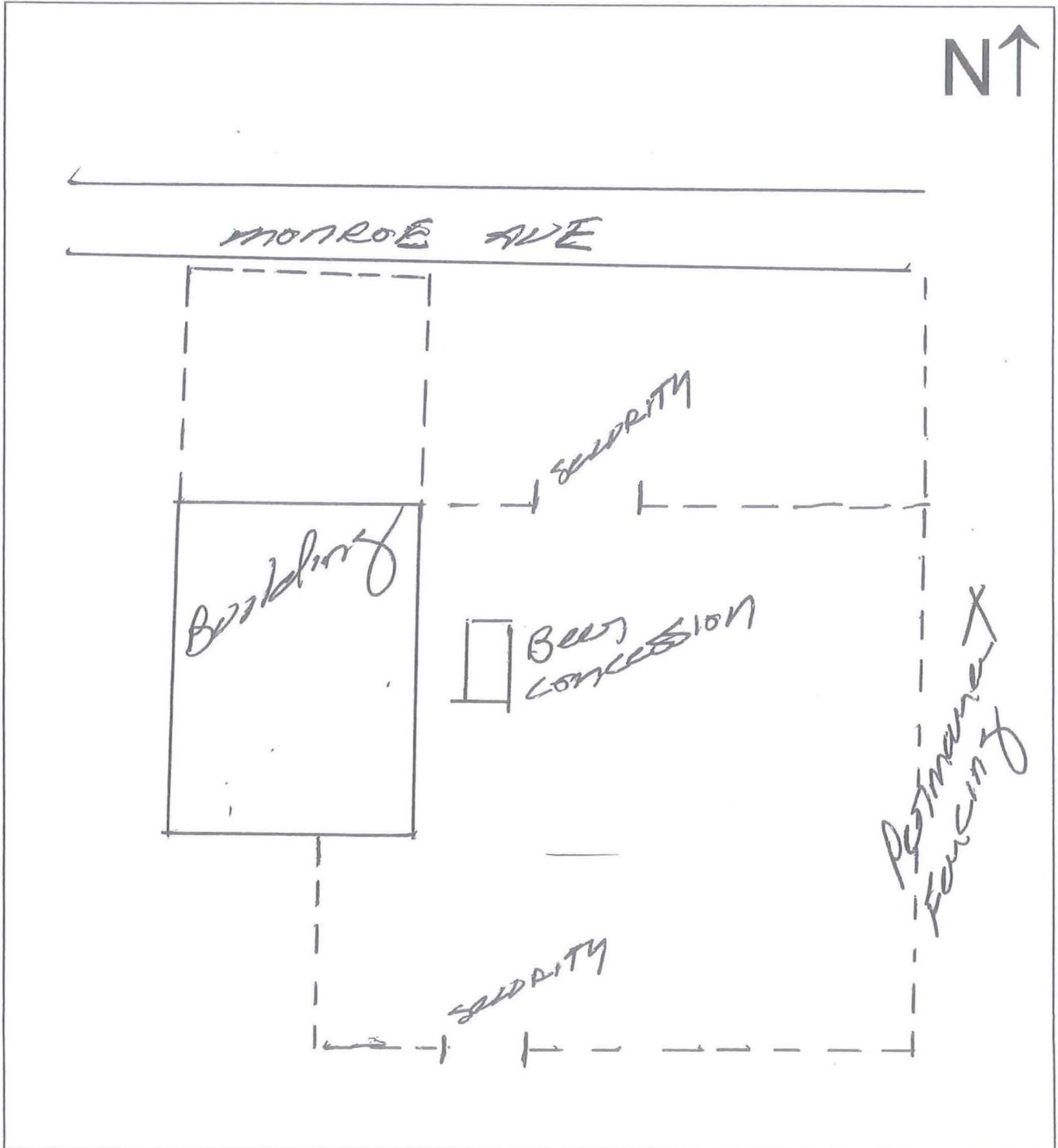
**SECTION 11** Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.  
 See A.R.S. § 4-244(15) and (17) for legal hours of service.

**PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY**

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>10/8/16</u>	<u>SAT</u>	<u>9AM</u>	<u>10PM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

**SPECIAL EVENT LICENSED PREMISES DIAGRAM**  
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)  
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



**SECTION 13** To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, (Print Full Name) JOHN H BROASBENT declare that I am an Officer, Director or Chairperson of the organization filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X [Signature] Chair Person 8/10/16 881 9111  
 Signature Title/Position Date Phone Number

The foregoing instrument was acknowledged before me this 10 August 2016  
 Day Month Year

State ARIZONA County of MARICOPA

My Commission Expires on: July 25, 2020 Date

[Signature]  
 Signature of Notary Public

**RICHARD HOPKINS**  
 NOTARY PUBLIC, ARIZONA  
 MARICOPA COUNTY  
 My Commission Expires  
 July 25, 2020

**SECTION 14** This section is to be completed only by the applicant named in Section 9.

I, (Print Full Name) JOHN H BROASBENT declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X [Signature] Chair Person 8/10/16 881 9111  
 Signature Title/Position Date Phone Number

The foregoing instrument was acknowledged before me this 10 August 2016  
 Day Month Year

State ARIZONA County of MARICOPA

My Commission Expires on: July 25, 2020 Date

[Signature]  
 Signature of Notary Public

**RICHARD HOPKINS**  
 NOTARY PUBLIC, ARIZONA  
 MARICOPA COUNTY  
 My Commission Expires  
 July 25, 2020

Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: [http://www.azliquor.gov/assets/documents/homepage\\_docs/spec\\_event\\_links.pdf](http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf).

**SECTION 15** Local Governing Body Approval Section.

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
 (Government Official) (Title)

On behalf of \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_  
 (City, Town, County)

**SECTION 16** For Department of Liquor Licenses and Control use only.

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

**A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice**

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

Vicinity Map  
Oktoberfest



SF

SF

SF

SF

SF

**CITY OF BUCKEYE  
COUNCIL ACTION REPORT**

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

MEETING DATE:	September 20, 2016	AGENDA ITEM:	X5F
DATE PREPARED:	August 11, 2016	DISTRICT NO.:	1
STAFF LIAISON:	Lucinda Aja	DIRECTOR APPROVAL:	LA
DEPARTMENT:	City Clerk	FINANCE APPROVAL:	N/A

Will not be added without both approvals

**ACTION / MOTION:** (This language identifies the formal motion to be made by Council)

Council to take action on the Special Event Liquor License Application for the Demolition Derby to be held on November 19, 2016 from 5 p.m. to 10 p.m. at the Helzapoppin' Arena. Requested by John Broadbent on behalf of Buckeye Rotary.

WORKSHOP  SPECIAL  CONSENT  NON-CONSENT  TABLED  PUBLIC HEARING

**RELEVANT COUNCIL GOAL:**

GOAL 2: Enhanced Economic Well-Being and Vitality

**SUMMARY**

**PROJECT DESCRIPTION:**

The Buckeye Rotary is requesting a Special Event Liquor License for the Demolition Derby to be held on Saturday November 19, 2016 from 5 p.m. to 10 p.m. at the Helzapoppin' Arena 609 N. 4th St. Buckeye, AZ 85326.

**BENEFITS:**

Event held for the enjoyment of the community

**FUTURE ACTION:**

Clerk's Department will process the application to provide to the State Liquor Board

**FINANCIAL IMPACT STATEMENT:**

\$100 fee paid

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

Special Event Liquor License Application



AUG 11 2016

Received by LC

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLLC USE ONLY

Event Date(s):
Event time start/end:
CSR:
License:

APPLICATION FOR SPECIAL EVENT LICENSE
Fee= \$25.00 per day for 1-10 days (consecutive)
Cash Checks or Money Orders Only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: Burkley Rotary

SECTION 2 Non-Profit/IRS Tax Exempt Number: [Redacted]

SECTION 3 The organization is a: (check one box only)
Charitable
Fraternal (must have regular membership and have been in existence for over five (5) years)
Religious
Civic (Rotary, College Scholarship)
Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises? Yes No

Name of Business License Number Phone (include Area Code)

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- Place license in non-use
Dispense and serve all spirituous liquors under retailer's license
Dispense and serve all spirituous liquors under special event
Split premise between special event and retail location

(IF NOT USING RETAIL LICENSE, SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISE TO SUSPEND THE LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF PREMISE, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISE.)

SECTION 6 What is the purpose of this event? On-site consumption Off-site (auction) Auction

SECTION 7 Location of the Event: Helzsoeggin Rode Arena
Address of Location: 609 N 4th St Burkley AZ 85328

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? Yes No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: BROSBENT JOHN H
2. Applicant's mailing address: [Redacted]
3. Applicant's home/cell phone: 402-881-9111 Applicant's business phone: [Redacted]
4. Applicant's email address: [Redacted] @leavitt.com

**SECTION 10**

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?  
 Yes  No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 7  
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event?  Yes  No  
 (If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Burkay Rotary Percentage: 100%  
 Address PO Box 594 Arkup AZ 85326  
Street City State Zip

Name \_\_\_\_\_ Percentage: \_\_\_\_\_  
 Address \_\_\_\_\_  
Street City State Zip

5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

**Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.**  
**"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"**

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?  
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

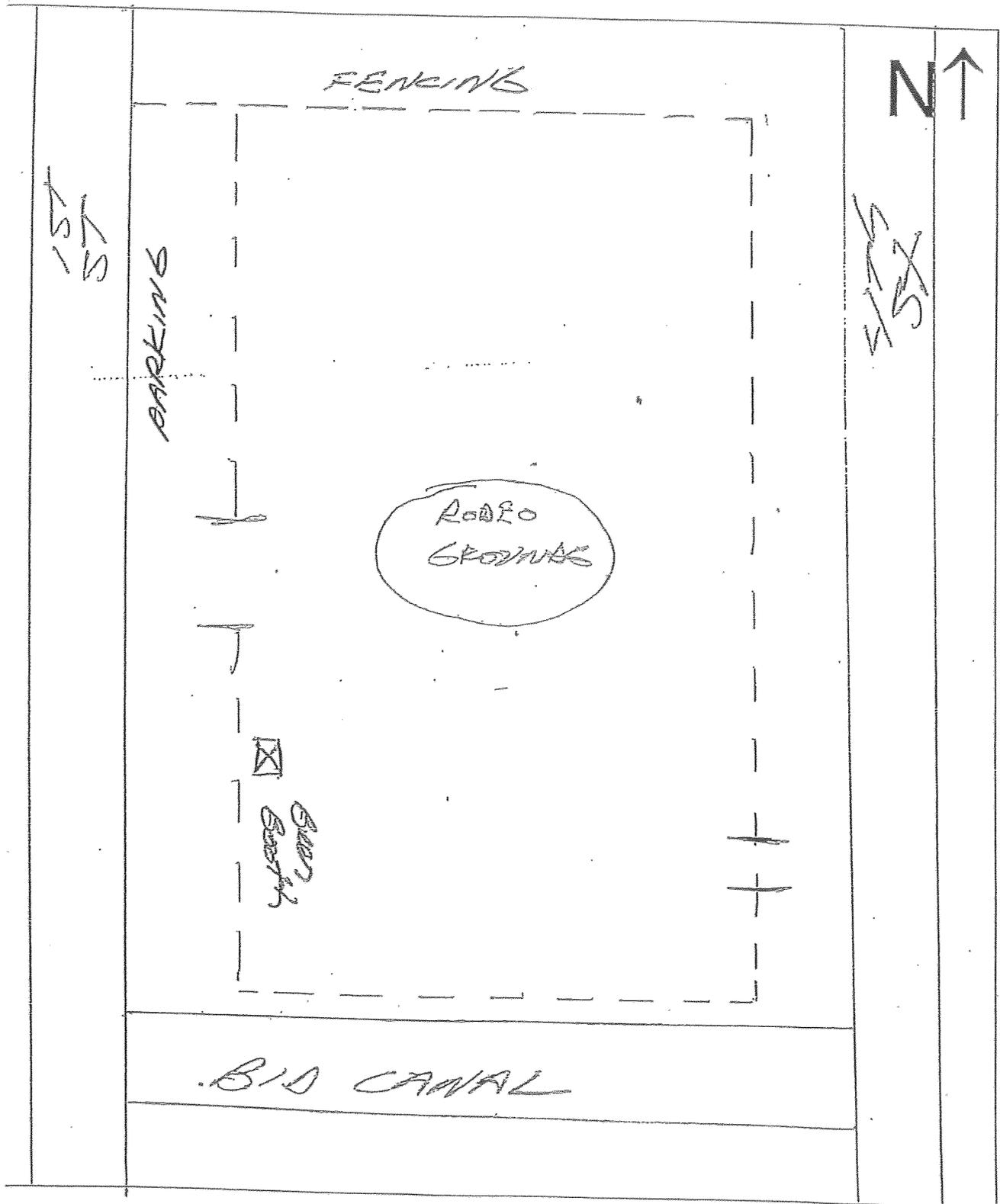
10 Number of Police \_\_\_\_\_ Number of Security Personnel  Fencing  Barriers  
 Explanation: Consumption area is completely fenced with exit watched by officers

**SECTION 11** Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.  
 See A.R.S. § 4-244(15) and (17) for legal hours of service.

**PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY**

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>11/19/16</u>	<u>SAT</u>	<u>5PM</u>	<u>10PM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)  
nearest cross streets, highway, or road if location doesn't have an address.



**SECTION 13** To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

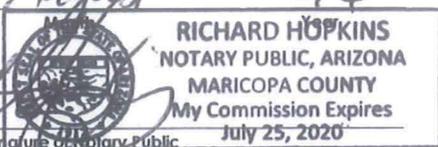
I, (Print Full Name) JOHN H BROTHBERT declare that I am an Officer, Director or Chairperson of the organization filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Brothbert Chairman 8/10/16 881-9111  
 Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 10 August 2016  
 Day Month Year

State Arizona County of Maricopa

My Commission Expires on July 25, 2020  
 Date

  
 Signature of Notary Public

**SECTION 14** This section is to be completed only by the applicant named in Section 9.

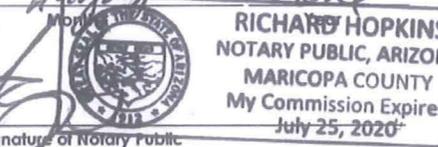
I, (Print Full Name) JOHN H BROTHBERT declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Brothbert Chairman 8/10/16 881-9111  
 Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 10 August 2016  
 Day Month Year

State Arizona County of Maricopa

My Commission Expires on July 25, 2020  
 Date

  
 Signature of Notary Public

Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: [http://www.azliquor.gov/assets/documents/homepage\\_docs/spec\\_event\\_links.pdf](http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf).

**SECTION 15** Local Governing Body Approval Section.

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
 (Government Official) (Title)

On behalf of \_\_\_\_\_  
 (City, Town, County) Signature Date Phone

**SECTION 16** For Department of Liquor Licenses and Control use only.

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

**A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice**

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

Vicinity Map  
Demolition Derby





**CITY OF BUCKEYE  
COUNCIL ACTION REPORT**

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

MEETING DATE:	September 20, 2016	AGENDA ITEM:	*56
DATE PREPARED:	August 11, 2016	DISTRICT NO.:	1
STAFF LIAISON:	Lucinda Aja	DIRECTOR APPROVAL:	LA
DEPARTMENT:	City Clerk	FINANCE APPROVAL:	N/A

Will not be added without both approvals

**ACTION / MOTION:** (This language identifies the formal motion to be made by Council)

Council to take action on the Special Event Liquor License Application and the request for a waiver of fees, for the Buckeye Marathon to be held on December 10, 2016 from 9 a.m. to 5 p.m. at the Buckeye Airport. Requested by John Broadbent on behalf of Buckeye Rotary.

WORKSHOP  SPECIAL  CONSENT  NON-CONSENT  TABLED  PUBLIC HEARING

**RELEVANT COUNCIL GOAL:**

GOAL 2: Enhanced Economic Well-Being and Vitality

**SUMMARY**

**PROJECT DESCRIPTION:**

The Buckeye Rotary is requesting a Special Event Liquor License for Buckeye Marathon to be held on Saturday December 10, 2016 from 9 a.m. to 5 p.m. at the Buckeye Airport. The applicant is requesting a waiver of fees in the amount of \$100 on behalf of the Buckeye Rotary.

**BENEFITS:**

Event held for the enjoyment of the community

**FUTURE ACTION:**

Clerk's Department will process the application to provide to the State Liquor Board

**FINANCIAL IMPACT STATEMENT:**

Request for waiver of \$100 administrative fee.

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

Special Event Liquor License Application



Arizona Department of Liquor Licenses and Control  
 800 W Washington 5th Floor  
 Phoenix, AZ 85007-2934  
 www.azliquor.gov  
 (602) 542-5141

FOR DLLC USE ONLY

Event Date(s):
Event time start/end:
CSR:
License:

City Clerk

AUG 11 2016

**APPLICATION FOR SPECIAL EVENT LICENSE**  
 Fee= \$25.00 per day for 1-10 days (consecutive)  
 Cash Checks or Money Orders Only

Received  
 - by LC

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

**IMPORTANT INFORMATION: This document must be fully completed or it will be returned.**

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

**SECTION 1** Name of Organization: Buckeye Rotary

**SECTION 2** Non-Profit/IRS Tax Exempt Number: [REDACTED]

**SECTION 3** The organization is a: (check one box only)  
 Charitable  Fraternal (must have regular membership and have been in existence for over five (5) years)  
 Religious  Civic (Rotary, College Scholarship)  Political Party, Ballot Measure or Campaign Committee

**SECTION 4** Will this event be held on a currently licensed premise and within the already approved premises?  Yes  No

Name of Business \_\_\_\_\_ License Number \_\_\_\_\_ Phone (include Area Code) \_\_\_\_\_

**SECTION 5** How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.  
 Place license in non-use  
 Dispense and serve all spirituous liquors under retailer's license  
 Dispense and serve all spirituous liquors under special event  
 Split premise between special event and retail location

(IF NOT USING RETAIL LICENSE, SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISE TO SUSPEND THE LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF PREMISE, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISE.)

**SECTION 6** What is the purpose of this event?  On-site consumption  Off-site (auction)  Both

**SECTION 7** Location of the Event: Buckeye AIRPORT  
 Address of Location: 3000 S Palo Verde Rd Buckeye AZ  
 Street City COUNTY State Zip 85326

**SECTION 8** Will this be stacked with a wine festival/craft distiller festival?  Yes  No

**SECTION 9** Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: BROADBENT JOHN H  
 Last First Middle Date of Birth [REDACTED]  
 2. Applicant's mailing address: [REDACTED] Coolidge AZ 85328  
 Street City State Zip  
 3. Applicant's home/cell phone: (602) 881-9111 Applicant's business phone: ( )  
 4. Applicant's email address: [REDACTED] @leguitt.com

**SECTION 10**

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?

Yes  No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 9  
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event?  Yes  No  
 (If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Burkeeye Rotary Percentage: 100%

Address \_\_\_\_\_  
Street City State Zip

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

Address \_\_\_\_\_  
Street City State Zip

5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

**Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.**

**"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"**

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?  
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

8 Number of Police \_\_\_\_\_ Number of Security Personnel  Fencing  Barriers

Explanation: Serving area is a fenced beer garden

**SECTION 11** Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.  
 See A.R.S. § 4-244(15) and (17) for legal hours of service.

**PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY**

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>12/10/16</u>	<u>Sat</u>	<u>9AM</u>	<u>5PM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

DE RD

ALSO USE AS

BLEA  
(SARON)

3

NO

**SECTION 13** To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, (Print Full Name) JOHN H BROOKS declare that I am an Officer, Director or Chairperson of the organization filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X [Signature] Chairperson 8/10/16 881-9111  
 Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 10 Day August 2016  
 State ARIZONA County of MARICOPA

My Commission Expires on July 25, 2020 Date

[Signature]  
 Signature of Notary Public

**RICHARD HOPKINS**  
 NOTARY PUBLIC, ARIZONA  
 MARICOPA COUNTY  
 My Commission Expires July 25, 2020

**SECTION 14** This section is to be completed only by the applicant named in Section 9.

I, (Print Full Name) JOHN H BROOKS declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X [Signature] CHAIRPERSON 8/10/16 881-9111  
 Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 10 Day August 2016  
 State ARIZONA County of MARICOPA

My Commission Expires on July 25, 2020 Date

[Signature]  
 Signature of Notary Public

**RICHARD HOPKINS**  
 NOTARY PUBLIC, ARIZONA  
 MARICOPA COUNTY  
 My Commission Expires July 25, 2020

Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: [http://www.azliquor.gov/assets/documents/homepage\\_docs/spec\\_event\\_links.pdf](http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf).

**SECTION 15** Local Governing Body Approval Section.

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
 (Government Official) (Title)

On behalf of \_\_\_\_\_  
 (City, Town, County) Signature Date Phone

**SECTION 16** For Department of Liquor Licenses and Control use only.

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

**A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice**

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

# Vicinity Map Buckeye Marathon



## CITY OF BUCKEYE COUNCIL ACTION REPORT

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

MEETING DATE:	September 20, 2016	AGENDA ITEM:	*5H.
DATE PREPARED:	September 8, 2016	DISTRICT NO.:	ALL
STAFF LIAISON:	Lucinda Aja	DIRECTOR APPROVAL:	LA
DEPARTMENT:	City Clerk	FINANCE APPROVAL:	N/A

Will not be added without both approvals

---

### ACTION / MOTION:

Council to take action on the resignation of Duane Mityr (District 6) as an Alternate Member of the Planning and Zoning Commission, the appointment of Ted Burton (District 1) as the At-Large Alternate Member of the Planning and Zoning Commission, with a term expiration date of December, 2020, and the appointment of Martin DiBello (District 4) as an Alternate Member of the Planning and Zoning Commission, filling the unexpired term of Gail Reese, with a term expiration date of December, 2019.

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WORKSHOP  SPECIAL  CONSENT  NON-CONSENT  TABLED  PUBLIC HEARING

---

### RELEVANT COUNCIL GOAL:

GOAL 5: Responsive and Accountable Government and Effective Public Services

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### SUMMARY

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### PROJECT DESCRIPTION:

The City encourages community involvement in our programs through our boards and commissions. Mr. Mityr, who resides in District 6, has submitted his resignation as an Alternate Member of the Planning and Zoning Commission. Mr. Ted Burton, who resides in District 1, will fill the vacant At-Large Alternate Member seat, with a term expiration date of December, 2020. Mr. Martin DiBello, who resides in District 4, will fill the vacant District 4 Alternate Member seat, with a term expiration date of December, 2016.

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### FINANCIAL IMPACT STATEMENT:

N/A

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

Resignation of Duane Mityr;  
Application of Ted Burton;  
Application of Martin DiBello.

---

**From:** F1 Boxing- Duane M. Mitry [mailto: [REDACTED]]  
**Sent:** Tuesday, July 12, 2016 5:44 PM  
**To:** Terri Hogan; [REDACTED]; Keri Hernandez  
**Subject:** P&Z

Good afternoon Terri,

As we discussed a couple of weeks back, I attempted to reach out to CM Heustis. I left a couple voicemails and sent some texts without response to his personal cell phone ([REDACTED]). I'm assuming with the chaos of the elections and all he may be a bit busy. I appreciate all of your patience and cooperation with me as we worked thru my challenges. I will put a formal letter together tendering my resignation from the Planning and Zoning Commission by the end of this week.

Thank you for everything and please feel free to contact me if there is anything I can help with.

Thank you,

Duane M. Mitry  
F1 "Fighters First" Boxing  
[REDACTED]

Please Note: Volunteers selected to serve will be required to submit to a background records check.

MAIL COMPLETED APPLICATIONS AND ALL ATTACHMENTS (RESUME, CERTIFICATES) TO:

City of Buckeye  
Office of the City Clerk  
530 E. Monroe Ave.  
Buckeye, AZ 85326  
623-349-6911

City Clerk

SEP 6 2016

Received

Applications will be held for up to six months, and will be reviewed as vacancies arise.

NAME: TED Burton DISTRICT: 1  
FIRST LAST  
ADDRESS: [REDACTED] S. SunSet Way Buckeye, 85326  
STREET CITY ZIP  
PLACE OF EMPLOYMENT: Buckeye Valley Chamber of Commerce  
HOME PHONE: [REDACTED]  
BEST TIME TO CALL: Any  AM  PM CELL PHONE: [REDACTED] WORK PHONE: 623 [REDACTED]  
EMAIL ADDRESS: Tedy.Burton@gmail.com WEB ADDRESS (if any):

**BOARD AND COMMISSION PREFERENCE(S)**

If interested in more than one, please indicate order of preferences, i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, etc.

Airport Advisory Board

Buckeye Pollution Control Corporation

Community Services Advisory Board

Library Advisory Board

Social Services Advisory Board

Public Safety Retirement Board (Fire)

(Inactive)

Public Safety Retirement Board (Police)

Planning & Zoning Commission

**PART ONE**

If appointed, how much time are you able to devote to the Board/Commission?

Number of hours per week

4

Number of hours per month

16

Best meeting days? (Please  all that apply)

MON

TUES

WED

THUR

FRI

How long have you been a resident of Buckeye?

13 Years:

Months:

**You must be a valid registered voter in Buckeye to be appointed to serve on certain Boards/Commissions.**

Are you a valid registered voter in Buckeye?  YES  NO

**What civic activities have you been or are now involved in?**

For 11 years I ran Buckeye OutReach Social Services  
I'm also a member of the Airport Board.

**Please tell us why you wish to be appointed to a City Board or Commission?**

I had an unsuccessful bid for City Council. I feel  
that being appointed to this board will help me learn how  
to become a good Councilman.

**Are you now serving or have you ever served on a Board / Commission for the City of Buckeye? Please indicate Board / Commission and the dates served.**

I have Served on the airport board from 11/15 - present

**Give any qualifications, education or experience you have which may pertain to the requested Board(s)/Commission(s).**

I have the desire to help make this City great.

**Additional Comments**

**PART TWO**

**Provide details regarding any education you may have that pertains to any of the Boards / Commissions you would like to serve on.**

**If you are certified in areas relating to the Boards / Commissions you would like to serve on, please provide detailed information, including date of certification. ATTACH COPIES OF ALL APPLICABLE CERTIFICATIONS.**

**Have you ever served on a committee? If yes, please provide details.**

**Are you familiar with Robert's Rules of Order?  YES  NO**

**Have you taken any additional training that may be specific to the City Board(s) / Commission(s) of which you have indicated an interest?**

  
SIGNATURE

9/2/16  
DATE

**FOR OFFICE USE ONLY**

BOARD/COMMISSION \_\_\_\_\_

NEW APPOINTMENT \_\_\_\_\_ UNDERFILLING TERM \_\_\_\_\_ DATE APPOINTED \_\_\_\_\_

NAME OF MEMBER REPLACED \_\_\_\_\_ TERM EXPIRATION \_\_\_\_\_

DATE RE-APPOINTED \_\_\_\_\_ TERM EXPIRATION \_\_\_\_\_

DATE OF RESIGNATION (If applicable) \_\_\_\_\_

BOARD/COMMISSION \_\_\_\_\_

NEW APPOINTMENT \_\_\_\_\_ UNDERFILLING TERM \_\_\_\_\_ DATE APPOINTED \_\_\_\_\_

NAME OF MEMBER REPLACED \_\_\_\_\_ TERM EXPIRATION \_\_\_\_\_

DATE RE-APPOINTED \_\_\_\_\_ TERM EXPIRATION \_\_\_\_\_

DATE OF RESIGNATION (If applicable) \_\_\_\_\_

Please Note: Volunteers selected to serve will be required to submit to a background records check.

MAIL COMPLETED APPLICATIONS AND ALL ATTACHMENTS (RESUME, CERTIFICATES) TO:

City of Buckeye  
Office of the City Clerk  
530 E. Monroe Ave.  
Buckeye, AZ 85326  
623-349-6911

Applications will be held for up to six months, and will be reviewed as vacancies arise.

NAME: Martin DiBello DISTRICT: \_\_\_\_\_  
FIRST LAST  
ADDRESS: [REDACTED] Buckeye 85396  
STREET CITY ZIP  
PLACE OF EMPLOYMENT Client Solution Architects HOME PHONE 619-[REDACTED]  
BEST TIME TO CALL any  AM  PM CELL PHONE \_\_\_\_\_ WORK PHONE \_\_\_\_\_  
EMAIL ADDRESS [REDACTED]@gmail.com WEB ADDRESS (if any) https://www.linkedin.com/in/martindibello

**BOARD AND COMMISSION PREFERENCE(S)**  
If interested in more than one, please indicate order of preferences, i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, etc.

<u>5</u> Airport Advisory Board	<u>4</u> Buckeye Pollution Control Corporation
<u>2</u> Community Services Advisory Board	<u>3</u> Library Advisory Board
<u>8</u> Social Services Advisory Board (inactive)	<u>6</u> Public Safety Retirement Board (Fire)
<u>1</u> Planning & Zoning Commission	<u>7</u> Public Safety Retirement Board (Police)

**PART ONE**  
If appointed, how much time are you able to devote to the Board/Commission?  
Number of hours per week 20 Number of hours per month 80  
Best meeting days? (Please  all that apply)  
 MON  TUES  WED  THUR  FRI  
How long have you been a resident of Buckeye? 1 Years: 0 Months:

You must be a valid registered voter in Buckeye to be appointed to serve on certain Boards/Commissions.

Are you a valid registered voter in Buckeye?  YES  NO

What civic activities have you been or are now involved in?

GCU Faculty Board Member  
Mentor to individuals at CSA

Please tell us why you wish to be appointed to a City Board or Commission?

I have 26+ years professional business experience in various managerial positions in many industries. I can provide a unique and valuable perspective that would benefit any committee.

Are you now serving or have you ever served on a Board / Commission for the City of Buckeye? Please indicate Board / Commission and the dates served.

NO

Give any qualifications, education or experience you have which may pertain to the requested Board(s)/Commission(s).

College Instructor, Advisor, Mentor, project/program manager, financial/business analyst, consultant

Additional Comments

**PART TWO**

Provide details regarding any education you may have that pertains to any of the Boards / Commissions you would like to serve on.

PhD in business Admin, MBA

If you are certified in areas relating to the Boards / Commissions you would like to serve on, please provide detailed information, including date of certification. ATTACH COPIES OF ALL APPLICABLE CERTIFICATIONS.

n/a

Have you ever served on a committee? If yes, please provide details.

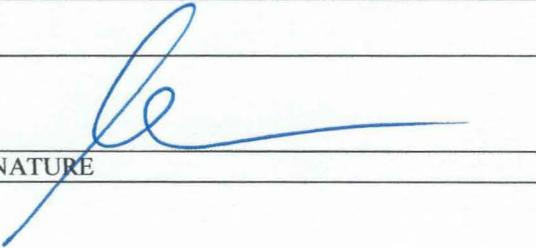
Served on many committees while working as a consultant for the Fed. Govt (DoD, Navy, Foreign Military Sales)

Are you familiar with Robert's Rules of Order?  YES  NO

Have you taken any additional training that may be specific to the City Board(s) / Commission(s) of which you have indicated an interest?

NO

SIGNATURE



DATE

8/2/14

FOR OFFICE USE ONLY		
BOARD/COMMISSION _____		
NEW APPOINTMENT _____	UNDERFILLING TERM _____	DATE APPOINTED _____
NAME OF MEMBER REPLACED _____		TERM EXPIRATION _____
DATE RE-APPOINTED _____		TERM EXPIRATION _____
DATE OF RESIGNATION (If applicable) _____		
BOARD/COMMISSION _____		
NEW APPOINTMENT _____	UNDERFILLING TERM _____	DATE APPOINTED _____
NAME OF MEMBER REPLACED _____		TERM EXPIRATION _____
DATE RE-APPOINTED _____		TERM EXPIRATION _____
DATE OF RESIGNATION (If applicable) _____		

## CITY OF BUCKEYE COUNCIL ACTION REPORT

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

MEETING DATE:	September 20, 2016	AGENDA ITEM:	6A
DATE PREPARED:	August 29, 2016	DISTRICT NO.:	ALL
STAFF LIAISON:	Lucinda Aja	DIRECTOR APPROVAL:	LA
DEPARTMENT:	City Clerk	FINANCE APPROVAL:	N/A

Will not be added without both approvals

---

**ACTION / MOTION:** (This language identifies the formal motion to be made by Council)

Council to take action on Resolution No. 62-16 to Canvass the Vote of the Primary Election held on Tuesday August 30, 2016, for Mayor at-large and Districts 1, 2, and 3.

---

WORKSHOP  SPECIAL  CONSENT  NON-CONSENT  TABLED  PUBLIC HEARING

---

**RELEVANT COUNCIL GOAL:**

GOAL 5: Responsive and Accountable Government and Effective Public Services

Choose an item.

---

### SUMMARY

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**PROJECT DESCRIPTION:**

The final detailed Primary Election results were not released in time for the September 6, 2016 Regular Meeting. The Item was continued to September 20, 2016. The law provides up to six continuances for these circumstances.

---

**BENEFITS:**

The result of this action will meet statutory requirements.

---

**FUTURE ACTION:** *Council and staff; does this need to be communicated internally/externally?*

District 2, District 3, and Mayor at-large were determined in the Primary Election. District 1 will move forward to the General Election for a runoff. Canvassing of the vote must occur within 20 days of the General Election. The General Election will be held on November 8, 2016. Council will be sworn and seated within 20 days of the Canvass.

---

**FINANCIAL IMPACT STATEMENT:** *Must be completed before submission*

N/A

---

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

Resolution No. 62-16

---

**RESOLUTION NO. 62-16**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, MARICOPA COUNTY, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE PRIMARY ELECTION HELD ON AUGUST 30, 2016.**

**WHEREAS**, the City of Buckeye, Maricopa County, Arizona, held a primary election on the 30th day of August, 2016 (the “Election”) for the office of Mayor of the City of Buckeye and for three council members (Districts 1, 2, and 3); and

**WHEREAS**, the Election returns have been presented to and have been canvassed by the City Council;

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Buckeye, Maricopa County, Arizona as follows:

Section 1. The total number of ballots cast at the Election, as shown by the poll list was 7242 and the total number of ballots rejected was 83.

Section 2. The votes cast for the candidates for Mayor were as follows:

<u>Name</u>	<u>Number of Votes</u>
Jackie A. Meck	3762
Brian McAchran	2174
Thomas Campanella, Jr.	913
Write-in	20

Section 3. The votes cast for the candidates for District 1 were as follows:

<u>Name</u>	<u>Number of Votes</u>
Kathryn Baillie	253
Ted “Tedy” Burton	201
Tony Youngker	327
Write-in	6

Section 4. The votes cast for the candidates for District 2 were as follows:

<u>Name</u>	<u>Number of Votes</u>
Joe Federico	115
Jeanine Guy	206
Write-in	5

Section 5. The votes cast for the candidates for District 3 were as follows:

<u>Name</u>	<u>Number of Votes</u>
Jarvis Berry, Sr.	354
Michelle R. Hess	665
Write-in	1

Section 6. It is hereby found, determined and declared of record, the following candidates did receive a majority of the total number of valid votes cast and are hereby issued Certificates of Election:

MAYOR	Jackie A. Meck
DISTRICT 2	Jeanine Guy
DISTRICT 3	Michelle R. Hess

Section 7. It is hereby found, determined and declared of record, that the following two (2) candidates did receive the next greatest number of votes of the electors of the City of Buckeye voting at said Election and shall have their names placed on the general municipal election ballot of the City of Buckeye, Maricopa County, Arizona, to be held on the 8th day of November, 2016, and are hereby issued letters of nomination:

DISTRICT 1	Kathryn Baillie Tony Youngker
------------	----------------------------------

Section 8. This Resolution shall constitute the official canvass and shall be in full force and effect immediately upon its adoption.

Section 9. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Mayor and City Council of the City of Buckeye, Arizona, this 20th day of September, 2016.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**CERTIFICATE**

I, Lucinda J. Aja, the duly appointed and acting Clerk of the City of Buckeye, Arizona, do hereby certify that the above and foregoing Resolution No. 62-16 was duly passed by the Mayor and Council of the City of Buckeye, Arizona, at a regular meeting held on September 20, 2016, and the vote was \_\_\_\_ aye's, \_\_\_\_ nay's, \_\_\_\_ abstained and \_\_\_\_ were absent and that the Mayor and \_\_\_\_ Council Members were present thereat.

DATED: September 20, 2016.

---

Lucinda J. Aja, City Clerk



**CITY OF BUCKEYE  
COUNCIL ACTION REPORT**

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

MEETING DATE:	September 20, 2016	AGENDA ITEM:	7A.
DATE PREPARED:	August 22, 2016	DISTRICT NO.:	6
STAFF LIAISON:	Adam Copeland, Principal Planner	DIRECTOR APPROVAL:	Click here to enter text. <i>J.S. Hogan</i>
DEPARTMENT:	Development Services	FINANCE APPROVAL:	N/A

Will not be added without both approvals

**ACTION / MOTION:** (This language identifies the formal motion to be made by Council)

Council to hold a public hearing and take action on Ordinance 18-16 an annexation for a property known as Marwest located generally on the southwest corner of Culver Street and Perryville Road.

- WORKSHOP    
  SPECIAL    
  CONSENT    
  NON-CONSENT    
  TABLED    
  PUBLIC HEARING

**RELEVANT COUNCIL GOAL:**

- GOAL 3: A Well-Planned Urban Community  
GOAL 2: Enhanced Economic Well-Being and Vitality

**SUMMARY**

**PROJECT DESCRIPTION:**

This is a request for annexation of two parcels that total approximately two acres located at the southwest corner of Perryville Road and Culver Street.

**AREA CONTEXT**

*Table 1: Existing Land Use, General Plan Designation, and Zoning District*

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Vacant	Regional Commercial	No Zoning - Adjacent Zoning CC (Commercial Center)
Surrounding Properties	Vacant	Regional Commercial	CC (Commercial Center)

**BACKGROUND:**

Several roadways were established in the area in the 1970's. The portion of Latham Street that has been abandoned was never built, but Culver Street was built and intersected with Perryville Road.

In 2014 ADOT built a new traffic interchange at I-10 and Perryville Road Access to Culver Street from Perryville Road was severed. The applicant requested the two abandonments through the County Board of Supervisors and they were granted. The portions of the roadways that were abandoned were never incorporated into the City of Buckeye.

On August 09, 2016 the Planning and Zoning Commission recommended the subject annexation for approval.

On September 06, 2016 the City Council held a public hearing with no action.

**BENEFITS:**

The annexation of the subject property will allow for more efficiency in management of the facility.

---

**FUTURE ACTION:** *Council and staff; does this need to be communicated internally/externally?*

Once signatures are obtained, the annexation through ordinance will be brought back to City Council for a public hearing and possible action.

---

**FINANCIAL IMPACT STATEMENT:** *Must be completed before submission*

N/A

---

**CURRENT FISCAL YEAR TOTAL COST**

N/A

BUDGETED

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

FUND / DEPARTMENT (GL#): N/A

---

**ATTACHMENTS:** *\*\*ADDITIONAL INFORMATION AVAILABLE IN THE OFFICE OF THE CITY CLERK*  
Ordinance 18-16 with exhibits, Vicinity Map, Planning and Zoning Commission Staff Report

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When Recorded Return to:

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

**ORDINANCE NO. 18-16**

**AN ORDINANCE EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF BUCKEYE, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING TWO (2) PARCELS CONTAINING APPROXIMATELY TWO (2) ACRES GENERALLY LOCATED ON THE SOUTHWEST CORNER OF CULVER STREET AND PERRYVILLE ROAD.**

**WHEREAS**, a blank petition was filed with the Maricopa County Recorder's office on August 10, 2016 setting forth a description and accurate map of all the exterior boundaries of the territory contiguous to the City of Buckeye proposed to be annexed; and

**WHEREAS**, at least six (6) days before the hearing, notice of the public hearing to discuss the annexation proposal was given by publication at least once in a newspaper of general circulation published or circulated in the City and the area to be annexed, with said notice published at least fifteen (15) days before the end of the waiting period; and notice was posted in at least three conspicuous public places in the territory proposed to be annexed; and notice by first class mail was sent to the chair of the Maricopa County Board of Supervisors; and notice by first class mail with an accurate map of the territory to be annexed was sent to each owner of the real and personal property shown on the county assessor's annexation list that would be subject to taxation by the City in the event of annexation; and

**WHEREAS**, the Mayor and Council of the City of Buckeye held the public hearing on September 06, 2016, which was within the last ten (10) days of the statutorily required thirty (30) day waiting period after the blank petition filing to discuss the annexation proposal; and

**WHEREAS**, within one (1) year of the last day of the thirty (30) day waiting period, a petition has been presented in writing to the Mayor and Council of the Town of Buckeye, Arizona, signed by the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the City of Buckeye in the event of annexation as shown by the last assessment of the property, asking that the property more particularly hereinafter described be annexed to the City of Buckeye; and

**WHEREAS**, the said written petition sets forth a true and correct description of all exterior boundaries of the entire area proposed to be annexed into the City of Buckeye, and has had attached thereto at all times an accurate map of the territory desired to be annexed; and

**WHEREAS**, no additions or alterations increasing or reducing the territory sought to be annexed have been made after the petition has been signed by the owners of real and personal property in such territory;

**WHEREAS**, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk of the City of Buckeye, Arizona, together with the original petition referred to herein; and

**WHEREAS**, the estimated current population of the area to be annexed is zero (0), the estimated future population of the area to be annexed shall be in compliance with the Buckeye General Plan land use and density requirements.

**NOW THEREFORE BE IT ORDAINED**, by the Mayor and City Council of the City of Buckeye, Arizona, as follows:

Section 1. The territory, described in the legal descriptions, attached hereto as Exhibit A and the Annexation maps attached hereto as Exhibit B, and by this reference incorporated herein, is annexed to the City of Buckeye, and the present corporate limits are extended and increased to include the described territory.

Section 2. This annexation shall become final after expiration of thirty days from the date of adoption of this ordinance.

Section 3. The City Clerk is hereby directed immediately after this annexation becomes final to record a certified copy of this ordinance together with all exhibits hereto with the Maricopa County Recorder's office.

Section 4. The territory annexed by this ordinance shall be zoned and shown on the City of Buckeye Zoning map as having CC Commercial Center zoning.

Section 5. The Mayor and City Council hereby elect that the City be the provider of regular City Fire Department services to the subject property.

**PASSED AND ADOPTED** by the Mayor and City Council of the City of Buckeye, Arizona, this 20th day of September, 2016.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Attachment:      Exhibit A - Legal Descriptions  
                         Exhibit B - Maps of Annexed Territory

Voting District No. 6

**CERTIFICATE**

I, Lucinda J. Aja, the duly appointed and acting Clerk of the City of Buckeye, Arizona, do hereby certify that the above and foregoing Ordinance No. 18-16 was duly passed by the Mayor and Council of the City of Buckeye, Arizona, at a regular meeting held on September 20, 2016, and the vote was \_\_\_ aye's, \_\_\_ nay's, \_\_\_ abstained and \_\_\_ were absent and that the Mayor and \_\_\_ Council Members were present thereat.

DATED: \_\_\_\_\_.

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

**EXHIBIT A  
TO  
ORDINANCE NO. 18-16**

[Legal Description of Annexed Territory]

(See following pages)

# EXHIBIT "A"

PLZ-16-00055

## LEGAL DESCRIPTION OF MARWEST PROPERTY ANNEXATION NEAR PERRYVILLE ROAD & CULVER STREET

That portion of abandoned Culver Street as described in Recording Number 2015-0882656, Maricopa County Records, located in a portion of the Northeast quarter of Section 4, Township 1 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a Maricopa County Department of Transportation brass cap in handhole marking the Northeast corner of said Section 4, from which a Maricopa County Department of Transportation brass cap in handhole marking the East quarter corner of said Section 4 bears South 00 degrees 13 minutes 05 seconds West 2,624.40 feet;  
THENCE South 00 degrees 13 minutes 05 seconds West 1,312.20 feet along the East line of said Northeast quarter to the Southeast corner of the Northeast quarter of the Northeast quarter of said Section 4;  
THENCE North 89 degrees 35 minutes 54 seconds West 361.17 feet along the South line of said Northeast quarter of the Northeast quarter to the POINT OF BEGINNING;  
THENCE South 00 degrees 12 minutes 28 seconds West 30.00 feet;  
THENCE North 89 degrees 35 minutes 54 seconds West 448.44 feet;  
THENCE North 00 degrees 13 minutes 58 seconds East 30.00 feet to said South line of the Northeast quarter of the Northeast quarter;  
THENCE continuing North 00 degrees 13 minutes 58 seconds East 30.00 feet;  
THENCE South 89 degrees 35 minutes 54 seconds East 448.41 feet;  
THENCE South 00 degrees 12 minutes 28 seconds West 30.00 feet to the POINT OF BEGINNING.

Comprising 0.618 acres or 26,905 square feet more or less.



*David S. Klein*

EXPIRES 3/31/17

  
**SUPERIOR**  
SURVEYING SERVICES, INC.

21415 N. 23rd Avenue  
Phoenix, AZ 85027  
623-869-0223 (office)  
623-869-0726 (fax)  
www.superiorsurveying.com  
info@superiorsurveying.com

DATE: 6/14/16

JOB NO.: 150843

# EXHIBIT "A"

PLZ-16-00055

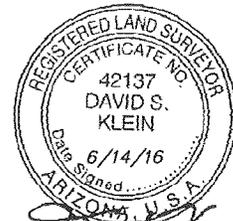
LEGAL DESCRIPTION OF MARWEST PROPERTY ANNEXATION  
NEAR PERRYVILLE ROAD & LATHAM STREET

*That portion of abandoned Latham Street as described in Recording Number 2014-0586288, Maricopa County Records, being more particularly described as follows:*

*The South 25 feet of the South half of the North half of the Southeast quarter and the North 25 feet of the North half of the South half of the Southeast quarter, all in the Northeast quarter of Section 4 – T1N, R2W, Gila and Salt River Base and Meridian, Maricopa County, Arizona.*

*EXCEPT any portion lying in the West 30 feet and the East 50 feet of the Southeast quarter of the Northeast quarter of said Section 4.*

*Comprising 1.422 acres or 61,950 square feet more or less.*



EXPIRES 3/31/17

 <b>SUPERIOR</b> SURVEYING SERVICES, INC.	21415 N. 23rd Avenue Phoenix, AZ 85027 623-869-0223 (office) 623-869-0726 (fax) www.superiorsurveying.com info@superiorsurveying.com
	DATE: 6/14/16

**EXHIBIT B  
TO  
ORDINANCE NO. 18-16**

[Maps of Annexed Territory]

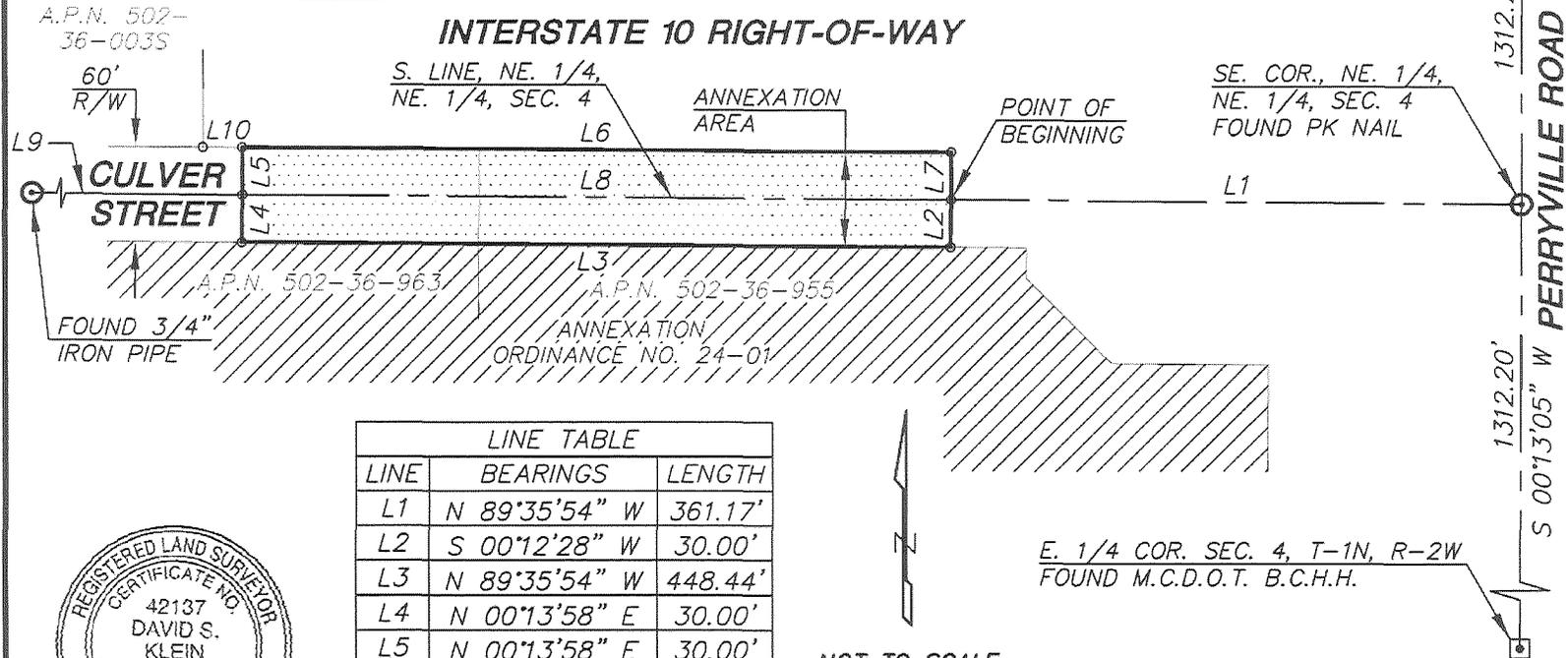
(See following pages)

# EXHIBIT "B"

PLZ-16-00055  
 DEPICTION OF MARWEST PROPERTY ANNEXATION  
 NEAR PERRYVILLE ROAD & CULVER STREET

NE. COR. SEC. 4,  
 T-1N, R-2W  
 FOUND M.C.D.O.T.  
 B.C.H.H.

 CURRENT CITY LIMITS  
 AREA TO BE ANNEXED



LINE TABLE		
LINE	BEARINGS	LENGTH
L1	N 89°35'54" W	361.17'
L2	S 00°12'28" W	30.00'
L3	N 89°35'54" W	448.44'
L4	N 00°13'58" E	30.00'
L5	N 00°13'58" E	30.00'
L6	S 89°35'54" E	448.41'
L7	S 00°12'28" W	30.00'
L8	N 89°35'54" W	448.42'
L9	N 89°35'54" W	509.08'
L10	S 89°35'54" E	25.00'



EXPIRES 3/31/17



NOT TO SCALE

 <b>SUPERIOR</b> SURVEYING SERVICES, INC.	21415 N. 23rd Avenue Phoenix, AZ 85027 623-869-0223 (office) 623-869-0726 (fax) www.superiorsurveying.com info@superiorsurveying.com
	DATE: 6/14/16 JOB NO.: 150843

Project: 150843 Wed May 25 15:47:30 2016  
Parcel Map Check

-----  
Parcel name: PROPERTY OFF CULVER

North: 5365.849 East : 5036.977  
Line Course: S 00-12-28 W Length: 30.00  
North: 5335.849 East : 5036.869  
Line Course: N 89-35-54 W Length: 448.44  
North: 5338.993 East : 4588.440  
Line Course: N 00-13-58 E Length: 30.00  
North: 5368.993 East : 4588.561  
Line Course: N 00-13-58 E Length: 30.00  
North: 5398.992 East : 4588.683  
Line Course: S 89-35-54 E Length: 448.41  
North: 5395.849 East : 5037.082  
Line Course: S 00-12-28 W Length: 30.00  
North: 5365.849 East : 5036.973

Perimeter: 1016.85 Area: 26,905 SQ. FT. 0.618 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.004 Course: N 88-21-20 W  
Error North: 0.0001 East : -0.0038  
Precision 1: 254,212.50



*David S. Klein*

EXPIRES 3/31/17

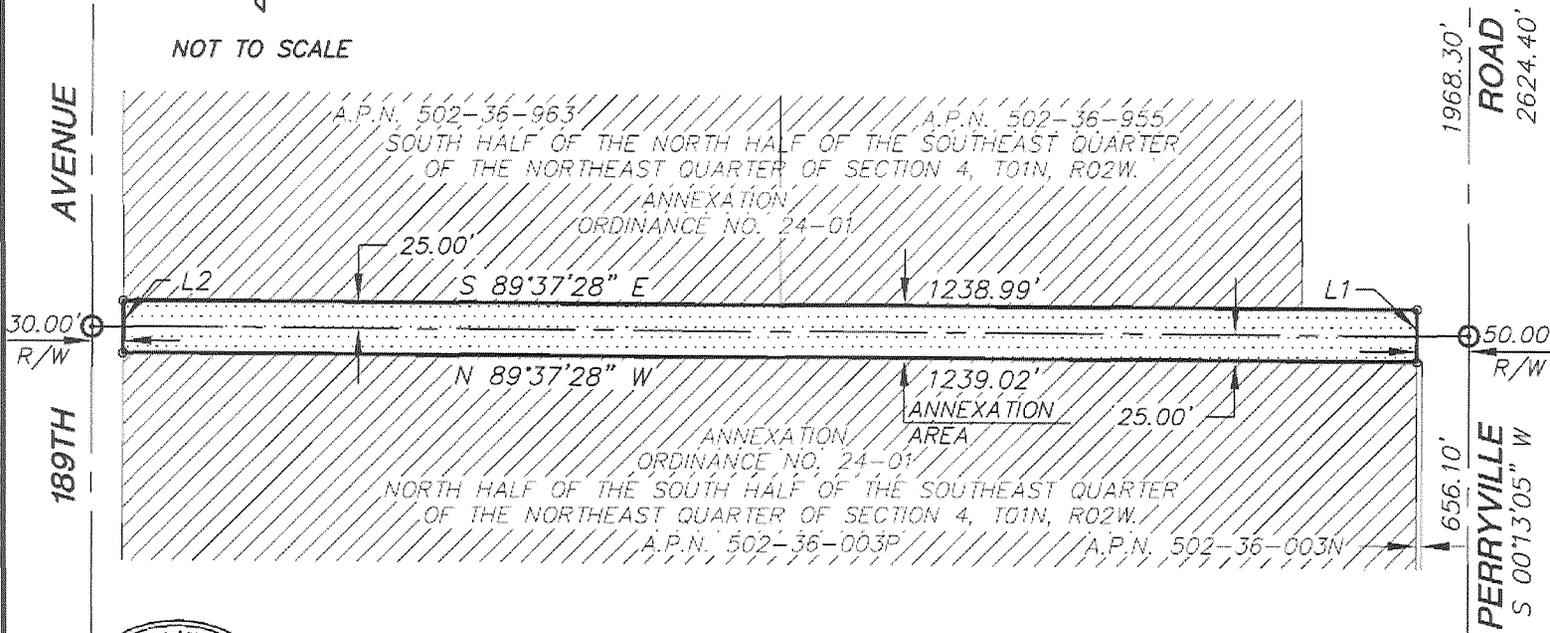
 <b>SUPERIOR</b> SURVEYING SERVICES, INC.	21415 N. 23rd Avenue Phoenix, AZ 85027 623-869-0223 (office) 623-869-0726 (fax) www.superiorsurveying.com info@superiorsurveying.com
	DATE: 6/14/16 JOB NO.: 150843

# EXHIBIT "B"

PLZ-16-00055  
 DEPICTION OF MARWEST PROPERTY ANNEXATION  
 NEAR PERRYVILLE ROAD & LATHAM STREET

NE. COR. SEC. 4,  
 T-1N, R-2W  
 FOUND M.C.D.O.T.  
 B.C.H.H.

NOT TO SCALE



CURRENT CITY LIMITS  
 AREA TO BE ANNEXED

E. 1/4 COR. SEC. 4, T-1N, R-2W  
 FOUND M.C.D.O.T. B.C.H.H.

LINE TABLE		
LINE	BEARINGS	LENGTH
L1	S 00°13'05" W	50.00'
L2	N 00°14'52" E	50.00'

**SUPERIOR**  
SURVEYING SERVICES, INC.

2145 N. 23rd Avenue  
 Phoenix, AZ 85027  
 623-869-0223 (office)  
 623-869-0726 (fax)  
[www.superiorsurveying.com](http://www.superiorsurveying.com)  
[info@superiorsurveying.com](mailto:info@superiorsurveying.com)

DATE: 6/14/16

JOB NO.: 150843

EXPIRES 3/31/17

Project: 150843  
Parcel Map Check

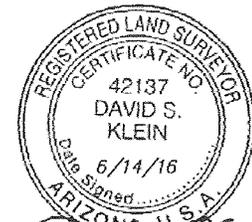
Wed May 25 15:51:00 2016

Parcel name: PROPERTY OFF LATHAM

North: 4732.488 East : 5345.733  
Line Course: S 00-13-05 W Length: 50.00  
North: 4682.488 East : 5345.542  
Line Course: N 89-37-28 W Length: 1239.02  
North: 4690.610 East : 4106.549  
Line Course: N 00-14-52 E Length: 50.00  
North: 4740.609 East : 4106.765  
Line Course: S 89-37-28 E Length: 1238.99  
North: 4732.488 East : 5345.729

Perimeter: 2578.01 Area: 61,950 SQ. FT. 1.422 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.004 Course: N 88-42-50 W  
Error North: 0.0001 East : -0.0041  
Precision 1: 644,502.50



*David S. Klein*

EXPIRES 3/31/17

 <p><b>SUPERIOR</b> SURVEYING SERVICES, INC.</p>	<p>21415 N. 23rd Avenue Phoenix, AZ 85027 623-869-0223 (office) 623-869-0726 (fax) www.superiorsurveying.com info@superiorsurveying.com</p>
	<p>DATE: 6/14/16</p>

# Vicinity Map- Marwest Annexation





# ANNEXATION

## Report to the Planning and Zoning Commission

---

**CASE NUMBER:** PLZ-16-00055  
**TITLE:** Marwest Annexation  
**MEETING DATE:** August 9th, 2016 (Continued from the July 26, 2016 \*)  
**AGENDA ITEM:** 5A

---

**Applicant:** George Quinif, Peak Group LLC  
**Owner:** Marwest Enterprises LLC  
**Request:** Annexation  
**Location:** Southwest Corner Culver Street and Perryville Road  
**Site size:** Approximately Two Acres  
**Public input:** None known  
**Recommendation:** Approve

**PROJECT DESCRIPTION**

1. This is a request for annexation of two parcels that total approximately two acres located at the southwest corner of Perryville Road and Culver Street.

**AREA CONTEXT**

*Table 1: Existing Land Use, General Plan Designation, and Zoning District*

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Vacant	Regional Commercial	No Zoning - Adjacent Zoning CC (Commercial Center)
Surrounding Properties	Vacant	Regional Commercial	CC

**BACKGROUND:**

2. Several roadways were established in the area in the 1970’s. The portion of Latham Street that has been abandoned was never built, but Culver Street was built and intersected with Perryville Road.
3. In 2014 ADOT built a new traffic interchange at I-10 and Perryville Road Access to Culver Street from Perryville Road was severed. The applicant requested the two abandonments through the County Board of Supervisors and they were granted. The portions of the roadways that were abandoned were never incorporated into the City of Buckeye.



4. \*On July 26, 2016 the Planning and Zoning Commission continued this annexation to August 09, 2016 due to an advertising issue with the newspaper. All postings have been updated to reflect the modified public hearing dates.

## **ANALYSIS:**

### *Annexation Context*

5. The property is within a County Island surrounded by City of Buckeye incorporated areas. When a property is within an area considered a County Island, there are no length and width requirements that need to be adhered to in order to annex the property.
6. The property will be within the City of Buckeye water and sewer service area.

### *Comparable Zoning*

7. Title 9 of Arizona Revised Statutes requires that a city or town annexing an area shall adopt zoning classifications that permit densities and uses no greater than those permitted by the county immediately before annexation. The City of Buckeye Development Code Article 1, Section 1.5.2 requires that the City Council designate the zoning district(s) applicable to such territory at the time of the annexation that is most similar to the current county zoning. Since there is no zoning that exists on the property today, Maricopa County codes references the zoning after the vacation of a public way as follows:

*"ARTICLE 402.3. PUBLIC WAY VACATION: Whenever any street, alley or other public way is vacated by the Board of Supervisors, the zoning districts adjoining each side of such street, alley or public way shall be considered as extended to the center of such vacation and all area included in the vacation shall then and henceforth be subject to all appropriate regulations of the extended zoning districts."*

8. The City of Buckeye CC zoning adjoins the properties and will be in place 30-days after the annexation is approved by the City Council.

## **RECOMMENDATION:**

9. Staff recommends the Planning and Zoning Commission motion to recommend **approval** of **PLZ-16-00055** to the City Council for the following reasons:

- Conformance with State Statute
- Conformance with the Development Code
- No outstanding issues from reviewing departments

## EXHIBITS

Vicinity Map, Legal Description with Map

Prepared By:  
Adam Copeland, Principal Planner

Reviewed By:  
Terri Hogan, AICP, Deputy Director of Planning