



PLEASE SILENCE ALL ELECTRONIC COMMUNICATION DEVICES. THANK YOU.

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

**CITY OF BUCKEYE
REGULAR COUNCIL MEETING
APRIL 3, 2018
AGENDA**

REVISED AGENDA / Please note the following changes: removal of Item 7B. related to the Rio 2.0 Statement of Intent. (Revised Agenda posted April 2, 2018 at 3:40 p.m.)

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

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

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.

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

2. Comments from the Public - Members of the audience may comment on any item of interest.

Council Action: Open Meeting Law does not permit Council discussion of items not specifically on the agenda

3. Awards/Presentations/Proclamations

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

Mayor Meck will proclaim April 3, 2018 as National Service Recognition Day.

4. Minutes

Council to take action on approval of the minutes of the March 6, 2018 Council Workshop, March 6, 2018 Council Executive Session, and the March 6, 2018 Regular Council Meeting.

5. 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.

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

*** 6.A Council to take action on Resolution No. 19-18 ratifying the submission of a grant application to the U.S.**

Department of Homeland Security Federal Emergency Management Agency relating to the purchase and installation of a Source Capacity Exhaust Extrication System at Fire Station 701; authorizing the acceptance of any resulting grant award and authorizing the City Manager and Fire Department Chief to execute and deliver the resulting Grant Agreement on behalf of the City.

Summary:

Fire station 701, located at 404 South Miller Road, was not designed with a fire sprinkler or fire alarm system, vehicle exhaust system, a decontamination area, or a backup generator. Funds to build a new FS701 have been in capital improvement plans on and off for a decade with the likelihood of the project being funded in the near future improbable. In search for other more viable opportunities, this grant application is for the purchase of a source capacity exhaust extrication system. The total cost of this project is estimated to be \$68,403 with a match amount of \$6,218.

Staff Liaison: Bob Costello, Fire Chief, (623) 349-6723, bcostello@buckeyeaz.gov

- * 6.B Council to take action on Resolution No. 21-18 ratifying the submission of a grant application to the Arizona Department of Homeland Security relating to the purchase of specialized equipment for the Hazardous Materials Response Team; authorizing the acceptance of any resulting grant award and authorizing the City Manager and the City Fire Chief to execute and deliver any resulting grant award on behalf of the City.**

Summary:

The Fire Department submitted a grant funding request under the FY 2017 Urban Area Security Initiative for funding to sustain a project that was previously awarded grant funding under the same grant program in a prior grant cycle. The UASI program is intended to assist participating jurisdictions in developing integrated regional systems for prevention, protection, response, and recovery related to emergency preparedness and response in the event of man-made or natural disasters. The total amount of this grant application is \$60,000 with a possible match of up to \$15,000.

Staff Liaison: Bob Costello, Fire Chief, (623) 349-6723, bcostello@buckeyeaz.gov

- * 6.C Council to take action on Resolution No. 20-18 ratifying the submission of a grant application to the Governor's Office of Highway Safety, relating to funding for purchase of extrication equipment; accepting the resulting grant agreement; and authorizing the City Manager and Fire Department Chief to execute and deliver the resulting grant agreement on behalf of the City.**

Summary:

Federal funds are allocated to finance state and local government highway safety projects that are designed to eliminate a deficiency in an applicant's agency's program. The Fire Department is requesting \$38,780.36 to enhance the department's ability to extricate victims from automobile accidents and other emergencies with the purchase of state of the art extrication equipment. New battery operated extrication equipment will replace aging and outdated equipment currently in service.

Staff Liaison: Bob Costello, Fire Chief, (623) 349-6723, bcostello@buckeyeaz.gov

- * 6.D Council to take action on Resolution No. 15-18 ratifying the submission of a grant application to the Governor's Office of Highway Safety relating to funding for a DUI/Traffic enforcement vehicle; authorizing the acceptance of any resulting grant agreement; and authorizing the City Manager and Police Department Chief to execute and deliver the resulting grant agreement on behalf of the City.**

Summary:

The Police Department has submitted a grant application to the Arizona Governor's Office of Highway Safety to fund a DUI enforcement vehicle. The vehicle will assist in pursuing and enforcing DUI laws within and around the City of Buckeye. Funding of the grants awarded by the Governor's Office of Highway Safety is through reimbursable grants, with a requested grant amount of \$42,827. Ongoing maintenance costs of the vehicle purchased through grant funds will be the responsibility of the Police Department.

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

- * 6.E Council to take action on Resolution No. 16-18 ratifying the submission of a grant application to the Governor's Office of Highway Safety relating to funding for DUI overtime for officers conducting traffic enforcement; authorizing the acceptance of any resulting grant award; and authorizing the City Manager and Police Department Chief to execute and deliver any resulting grant agreement on behalf of the City.**

Summary:

The Police Department has submitted a grant application to the Arizona Governor's Office of Highway Safety to fund a DUI overtime enforcement. The grant funding will assist in providing additional officers to enforce DUI traffic issues and enforcement of DUI related laws within and around the City of Buckeye. Funding of the grant awarded by the Governor's Office of Highway Safety is through a reimbursable grant, with a requested grant amount of \$50,000. Any additional costs associated with conducting the DUI OT enforcement will be the responsibility of the Police Department.

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

- * **6.F Council to take action on Resolution No. 17-18 ratifying the submission of a grant application to the Governor's Office of Highway Safety relating to funding for accident reconstruction equipment; authorizing the acceptance of any resulting grant agreement; and authorizing the City Manager and Police Department Chief to execute and deliver the resulting grant agreement on behalf of the City.**

Summary:

Accident reconstruction equipment will be purchased through grant funding to assist in expediting accident investigations resulting in clearing roadways faster and identifying the cause of an accident more efficiently. Acquiring the accident reconstruction equipment will reduce roadway closures from an average of six to eight hours to four to six hours as a result of the efficiency the equipment can provide on scene when in use. Funding of the grants awarded by the Governor's Office of Highway Safety is through reimbursable grants, with a requested grant amount of \$45,768. Ongoing maintenance costs of the equipment purchased by the Police Department through grant funds will be the responsibility of the Police Department.

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

- * **6.G Council to take action on Amendment Two to the Joe Foss Shooting Complex Special Use Permit (SUP) between the City of Buckeye and the Arizona State Rifle and Pistol Association (ASRPA) related to the Police Department's use of the Joe Foss Shooting Complex; and authorizing the City Manager to execute and deliver said Amendment Two on behalf of the City.**

Summary:

On January 16, 2018 Council approved an extension to a Special Use Permit with ASRPA through March 31, 2018. This Amendment Two extends the Special Use Permit through September 24, 2018. The Police Department does not have a training facility to conduct police firearms qualifications. Approval of this extension will allow the Police Department to continue with training and shooting drills at the Complex.

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

- * **6.H Council to take action on Delivery Order No. 3 to Job Order Contract (No. 2014-095-5) between the City of Buckeye and Foresite Design & Construction, Inc., for demolition and replacement of restroom facilities located at Earl Edgar Park.**

Summary:

This project is part of the approved Capital Improvement Plan (CIP) budget and consists of demolition and replacement of the restroom facilities located at Earl Edgar Park, 500 South Miller Road in Buckeye. The new restroom facility will service multiple sports teams that utilize the park fields and the public that visit Earl Edgar Park. The new structure has been designed to provide storage, additional restroom capacity and curb appeal to the park and surrounding property. The total cost of the project will not exceed \$550,838.

Staff Liaison: Chris Williams, Construction/Procurement, (623) 349-6225, cwilliams@buckeyeaz.gov

- * **6.I Council to take action on the Construction Contract (No. 2018-002-001) between the City of Buckeye and Acton Contracting, LLC. for installation of an Above Ground Fuel Storage Tank.**

Summary:

This project is part of the approved Capital Improvement Plan (CIP) budget and consists of installation of an Above Ground Fuel Storage Tank for City of Buckeye vehicles and equipment. The tank will be installed at the Public Works yard and the total cost of the project will not exceed \$279,505.

Staff Liaison: Chris Williams, Construction/Procurement, (623) 349-6225, cwilliams@buckeyeaz.gov

- * **6.J Council to take action on a final plat of Unit 27 of Festival Foothills generally located at the northeast corner of Canyon Springs Boulevard and Beardsley Parkway.**

Summary:
The final plat area is generally located at the northeast corner of Canyon Springs Boulevard and Beardsley Parkway. It is approximately 43.28 acres and includes 120 single family lots (2.77 du/ac). The proposal is consistent with the existing development in the area, the approved preliminary plat, the community master plan and the planning unit plan. Requested by Dan Pottinger, Cardno Inc., on behalf of Chris Bramwell, Pulte Home Company, LLC.

Staff Liaison: Ed Boik, Principal Planner, (623) 349-6207, eboik@buckeyeaz.gov

- * **6.K Council to take action on the Special Event Liquor License application for the Demolition Derby to be held on May 12, 2018 from 4 to 11:00 p.m. at the Buckeye Arena.**

Summary:

The Buckeye Rotary is requesting a Special Event Liquor License for the Demolition Derby to be held on Saturday, May 12, 2018 from 4 to 11:00 p.m. at the Buckeye Arena. Requested by John Broadbent on behalf of the Buckeye Rotary.

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

- * **6.L Council to take action on the removal of Joshua Zipp as a Regular Member of the Buckeye Youth Council.**

Summary:

The City encourages community involvement in our programs through our boards and commissions. Joshua Zipp has submitted his resignation from the Buckeye Youth Council.

Staff Liaison: Maria Riebs, Management Assistant to Council, (623) 349-6955, mriebs@buckeyeaz.gov

7. Public Hearings / Non-Consent - New Business

- 7.A Council to hold a public hearing and take action on Resolution No. 14-18 declaring that certain document entitled "Imagine Buckeye 2040 General Plan" to be a public record; adopting Imagine Buckeye 2040 General Plan for municipal land development policies pursuant to Arizona Revised Statutes, A.R.S. § 9-461 et seq., establishing planning goals, objectives and policies and considering each of the plan elements required by statute in addition to others determined essential by the City; ordering that notice of adoption of Imagine Buckeye 2040 be provided to the Arizona Attorney General pursuant to A.R.S. § 9-461.06(H); and ordering that Imagine Buckeye 2040 General Plan, as adopted, be submitted to the qualified electors for ratification on August 28, 2018; repealing One Town, One Vision, Buckeye's General Plan adopted January 18, 2008 upon ratification of Imagine Buckeye 2040 General Plan; repealing conflicting resolutions; and providing for non-severability.**

Summary:

Arizona Revised Statutes require that all municipalities prepare general plans and that the plans be re-adopted or updated every ten years through a specifically defined process. The proposed 2018 General Plan update will satisfy these requirements once adopted and ratified by the voters. The adoption of *Imagine Buckeye 2040* must be approved via resolution and requires an affirmative vote of at least two-thirds of the members of City Council.

Staff Liaison: George Flores, Development Services Director, (623) 349-6209, gflores@buckeyeaz.gov

Terri Hogan, Deputy Director of Planning, (623) 349-6214, thogan@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 Youngker:

Public Safety Retirement Board (Police)

Councilmember HagEstad:

Vice Mayor Orsborn:

Airport Advisory Board

Buckeye Pollution Control Corporation

Valley Metro RPTA Board

WESTMARC

Greater Phoenix Economic Council (GPEC)

Councilmember Guy:

Buckeye Youth Council

Community Development Advisory Committee (CDAC Regular Member)

Main Street Board

Councilmember Heustis:

Library Advisory Board

All Faith Board Chairman

Planning and Zoning Commission

Public Safety Retirement Board (Fire)

Councilmember Hess:

Community Development Advisory Committee (CDAC Alternate Member)

Community Services Advisory Board

MAG Human Services Coordinating Committee (MAG HSCC Chair)

Southwest Lending Closet Board

Mayor Meck:

MAG Executive Committee - Chair

MAG Regional Council - Chair

MAG Economic Development Committee

White Tank Mountain Conservancy Trust - Co-Chair

Abrazo West Valley Hospital Board of Trustees

Chamber of Commerce Council Liaison

I-11 Freeway Coalition - Treasurer

Gila River El Rio River Restoration Executive Committee

Tamarisk Coalition

Estrella Mountain Community College Advisory 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
City Council Regular Meeting
COUNCIL ACTION REPORT

MEETING DATE: 4/3/2018	AGENDA ITEM: 3. National Service Recognition Day Proclamation
DATE PREPARED: 3/22/2018	DISTRICT NO.:
STAFF LIAISON: Christine Grundy, Assistant to Mayor and Council, (623) 349-6949, cgrundy@buckeyeaz.gov	
DEPARTMENT: Assistant to Mayor and Council	AGENDA ITEM TYPE:

ACTION / MOTION: (This language identifies the formal motion to be made by the Council)
Mayor Meck will proclaim April 3, 2018 as National Service Recognition Day.

SUMMARY

ATTACHMENTS:

Description

☐ **Proclamation**

**City of Buckeye
Proclamation
National Service Recognition Day**

WHEREAS, service to others is a hallmark of the American character, and central to how we meet our challenges; and

WHEREAS, the nation's *CITIES* are increasingly turning to national service and volunteerism as a cost-effective strategy to meet their needs; and

WHEREAS, AmeriCorps and Senior Corps participants address the most pressing challenges facing our communities, from educating students for the jobs of the 21st century, to fighting the opioid epidemic, to responding to natural disasters, to supporting veterans and military families; and

WHEREAS, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

WHEREAS, AmeriCorps and Senior Corps participants serve in more than 50,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and

WHEREAS, national service participants increase the impact of the organizations they serve, both through their direct service and by managing millions of additional volunteers; and

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

WHEREAS, national service participants demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, the Corporation for National and Community Service shares a priority with local leaders nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, the National Association of Counties, Cities of Service, and local leaders across the country for National Service Recognition Day on April 3, 2018.

THEREFORE, BE IT RESOLVED that I, *Jackie A. Meck*, Mayor of *City of Buckeye*, do hereby proclaim April 3, 2018, as National Service Recognition Day, and encourage residents to recognize the positive impact of national service in our community, to thank those who serve; and to find ways to give back to their communities.

Given under my hand in these free United States in the City of Buckeye on the third day of April, two thousand eighteen and to which I have caused the Seal of the City of Buckeye to be affixed and have made this proclamation public.

Signed: _____
Jackie A. Meck, Mayor

Attest: _____
Lucinda J. Aja, City Clerk

CITY OF BUCKEYE
City Council Regular Meeting
COUNCIL ACTION REPORT

MEETING DATE: 4/3/2018	AGENDA ITEM: Minutes
DATE PREPARED: 3/19/2018	DISTRICT NO.: ALL
STAFF LIAISON: Lucinda Aja, City Clerk, (623) 349-6911, laja@buckeyeaz.gov	
DEPARTMENT: City Clerk	AGENDA ITEM TYPE:

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

Council to take action on approval of the minutes of the March 6, 2018 Council Workshop, March 6, 2018 Council Executive Session, and the March 6, 2018 Regular Council Meeting.

SUMMARY

ATTACHMENTS:

Description

- ☐ **March 6, 2018 Council Workshop Minutes**
- ☐ **March 6, 2018 Executive Session Minutes**
- ☐ **March 6, 2018 Regular Council Meeting Minutes**



**CITY OF BUCKEYE
COUNCIL WORKSHOP
MARCH 6, 2018
MINUTES**

**City Council Chambers
530 E. Monroe Ave.
Buckeye, AZ 85326
3:45 PM**

1. Call to Order/Roll Call

Mayor Meck called the meeting to order at 3:56 p.m.

Members Present: Councilmember Youngker, Councilmember HagEstad, Councilmember Heustis, Councilmember Hess (arrived at 4:23 p.m.), Vice Mayor Orsborn, and Mayor Meck

Members Absent: Councilmember Guy.

Departments Present: City Manager Roger Klingler, City Attorney Shiela Schmidt, City Clerk Lucinda Aja, Deputy City Clerk Summer Stewart, Assistant to Mayor and Council Christine Grundy, Finance Director Larry Price, Economic Development Director Dave Roderique, and Communications Manager Annie DeChance.

2. Sintra Hoffman, President of WESTMARC, will present an overview of the organization's past successes and future goals.

Staff Liaison: Christine Grundy, Assistant to Mayor and Council

Ms. Hoffman opened the presentation and provided an overview of WESTMARC's history, mission, and goals. An organizational structure was displayed and discussed. Relationships and partnerships with the Arizona Commerce Authority, GPEC, and WESTMARC were addressed. WESTMARC services include regional marketing, workforce development strategies, data analytics, legislative support, business connections, and foreign trade zone support. West Valley demographics were reviewed along with the work force development strategy. Organizational accomplishments were summarized. Vice Mayor Orsborn discussed the importance of partnerships and the promotion of west valley. Councilmember Heustis requested further clarification related to demographics. Ms. Hoffman provided clarification related to demographic information and the areas the information is gathered from. Mayor Meck requested further information related to membership. Ms. Hoffman provided additional information related to membership; stated representation is balanced. Ms. Hoffman was thanked for her presentation and the positive partnerships among west valley regional organizations promoted and facilitated by WESTMARC.

3. Adjournment

A motion was made by Councilmember Heustis and seconded by Councilmember Hess to adjourn the meeting at 4:09 p.m. Motion passed unanimously.

Jackie A. Meck, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Council Workshop held on the 6th day of March, 2018. I further certify that a quorum was present.

Lucinda J. Aja, City Clerk



**CITY OF BUCKEYE
COUNCIL EXECUTIVE SESSION
MARCH 6, 2018
MINUTES**

**City Council Chambers
530 E. Monroe Ave.
Buckeye, AZ 85326
4:45 PM**

1. Call to Order/Roll Call

Mayor Meck called the meeting to order at 4:46 p.m.

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

Members Absent: Councilmember Guy.

Departments Present: City Manager Roger Klingler, City Attorney Shiela Schmidt, City Clerk Lucinda Aja, Deputy City Clerk Summer Stewart, Assistant to Mayor and Council Christine Grundy, Economic Development Director Dave Roderique, and City Engineer Scott Zipprich.

2. Council will convene into Executive Session.

2.A Upon a majority vote, Council will convene into Executive Session pursuant to A.R.S. Section 38-431.03(A) (3) and (4) to discuss, receive legal advice, and direct attorneys regarding development agreement negotiations between the City and Nikola Corporation.

At 4:47 p.m. a motion was made by Councilmember Heustis and seconded by Councilmember Youngker to convene into Executive Session pursuant to A.R.S. Section 38-431.03(A) (3) and (4) to discuss, receive legal advice, and direct attorneys regarding development agreement negotiations between the City and Nikola Corporation. Motion passed unanimously.

3. Council to reconvene into public meeting.

At 5:48 p.m. Mayor Meck reconvened Council into the public meeting.

4. Council will adjourn the meeting.

A motion was made by Vice Mayor Orsborn and seconded by Councilmember Heustis to adjourn the meeting at 5:48 p.m. Motion passed unanimously.

Jackie A. Meck, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Executive Session held on the 6th day of March, 2018. I further certify that a quorum was present.

Lucinda J. Aja, City Clerk



**CITY OF BUCKEYE
REGULAR COUNCIL MEETING
MARCH 6, 2018
MINUTES**

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

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

Mayor Meck called the meeting to order at 6:00 p.m. Pastor Vern Koehlinger of Living Water Lutheran Church led the invocation; Vice Mayor Orsborn led the Pledge of Allegiance.

Members Present: Councilmember Youngker, Councilmember HagEstad, Councilmember Guy (via telephone), Councilmember Heustis, Councilmember Hess, Vice Mayor Orsborn, and Mayor Meck.

Members Absent: None.

Departments Present: City Manager Roger Klingler, City Attorney Shiela Schmidt, City Clerk Lucinda Aja, Deputy City Clerk Summer Stewart, Assistant to Mayor and Council Christine Grundy, Police Chief Larry Hall, Fire Chief Bob Costello, Finance Director Larry Price, Human Resources Director Nancy Love, Development Services Director George Flores, Deputy City Engineer Paul Lopez, Information Technology Director Greg Platacz, Community Services Director Cheryl Sedig, Public Works Director Scott Lowe, Economic Development Director Dave Roderique, Interim Water Resources Director Mark Seamans, Deputy Director of Planning Terri Hogan, Intergovernmental Relations Manager George Diaz, and Communications Manager Annie DeChance.

2. Comments from the Public - None.

3. Awards/Presentations/Proclamations – None.

4. Minutes

A motion was made by Councilmember Heustis and seconded by Councilmember Hess to approve the minutes of the February 6, 2018 Council Workshop and the February 6, 2018 Regular Council Meeting. Motion passed unanimously.

5. Expenditures

A motion was made by Vice Mayor Orsborn and seconded by Councilmember Youngker to ratify the payment of the accounts payable expenditures made. Motion passed unanimously.

6. CONSENT AGENDA ITEMS / NEW BUSINESS - Approval of items on the Consent Agenda – All items with an (*) are considered to be routine matters. A motion was made by Councilmember Heustis and seconded by Vice Mayor Orsborn to approve Consent Items *6.A, *6.B, *6.C, and *6.D. Motion passed unanimously.

- *6.A Council to take action on Resolution No. 06-18 approving the Intergovernmental Agreement between the City of Buckeye, Maricopa County, and the City of Surprise relating to the inclusion of White Tank Mountain Regional Park in the City of Buckeye's and the City of Surprise's general plan planning area; and authorizing the City Manager to approve, execute and deliver said agreement with nonsubstantive modifications.**
Staff Liaison: Terri Hogan, Deputy Director of Planning

Council adopted Resolution No. 06-18 approving the Intergovernmental Agreement between the City of Buckeye, Maricopa County, and the City of Surprise relating to the inclusion of White Tank Mountain Regional Park in the City of Buckeye's and the City of Surprise's general plan planning area; and authorizing the City Manager to approve, execute and deliver said agreement with nonsubstantive modifications.

- *6.B Council to take action on Resolution No. 05-18 adopting a Notice of Intent to increase or establish new Development User Fees; to make available to the public a written report in support of the proposed new or increased Development User Fees; approving modifications to the Development User Fee previously adopted by Mayor and City Council on December 19, 2017; and vacating the April 1, 2018 effective date of the Development User Fees.**
Staff Liaison: Scott Zipprich, City Engineer
George Flores, Development Services Director

Council adopted No. 05-18 adopting a Notice of Intent to increase or establish new Development User Fees; to make available to the public a written report in support of the proposed new or increased Development User Fees; approving modifications to the Development User Fee previously adopted by Mayor and City Council on December 19, 2017; and vacating the April 1, 2018 effective date of the Development User Fees.

- *6.C Council to take action on Ordinance No. 07-18 authorizing the acquisition of certain real property for public use by donation, eminent domain or purchase for storage tanks and reservoirs, pumps, pipes, drainage, and ingress and egress for the Apache Road Water Campus, which will be located on 20 acres of land that is a portion of Parcel No. 504-41-006M; authorizing and directing the Mayor, City Manager and City Attorney to acquire said real property interests on behalf of the City by donation, eminent domain or purchase for an amount not to exceed the fair market value of the real property plus acquisition and closing costs.**
Staff Liaison: Scott Zipprich, City Engineer

Council adopted Ordinance No. 07-18 authorizing the acquisition of certain real property for public use by donation, eminent domain or purchase for storage tanks and reservoirs, pumps, pipes, drainage, and ingress and egress for the Apache Road Water Campus, which will be located on 20 acres of land that is a portion of Parcel No. 504-41-006M; authorizing and directing the Mayor, City Manager and City Attorney to acquire said real property interests on behalf of the City by donation, eminent domain or purchase for an amount not to exceed the fair market value of the real property plus acquisition and closing costs.

***6.D Council to take action on the removal of Caelani Staniel-Schneider and Kenzlee Acevedo-Schneider as Regular Members of the Buckeye Youth Council and the appointment of Su Bin Chang and Nathan Balos as Regular Members of the Buckeye Youth Council, with a term expiration date of February, 2020.**

Staff Liaison: Maria Riebs, Management Assistant to Council

Council approved the removal of Caelani Staniel-Schneider and Kenzlee Acevedo-Schneider as Regular Members of the Buckeye Youth Council and the appointment of Su Bin Chang and Nathan Balos as Regular Members of the Buckeye Youth Council, with a term expiration date of February, 2020.

7. Public Hearings / Non-Consent - New Business

7.A Council will hold a public hearing and take action on Ordinance No. 09-18 amending Chapter 7 Development Code, Articles 3, 4, 5, and 10 relating to the inclusion of RV Garage Standards.

Staff Liaison: Adam Copeland, Principal Planner

Mayor Meck opened a public hearing at 6:05 p.m. to hear citizen input regarding code amendment Ordinance No. 09-18. Mr. Copeland provided an overview of the request to amend the Development Code relating to the inclusion of RV garage standards. Depictions of home products with RV garages were displayed. Standards added include enhanced architecture, decorative driveways, RV garage definition, and greater setbacks. By accommodating an RV garage product, the City will be more attractive for prospective homebuilders and homebuyers. City staff and the Planning and Zoning Commission recommend approval. The applicant, Guy Stuckey with Maracay Homes, presented statements related to the proposed code amendments. Councilmember Youngker requested further information related to homes with alley way access and size restrictions. Mr. Copeland stated access for current products will not change; the code will not be modified with respect to points of access. Mr. Stuckey provided further information related to RV garage sizes. Mr. Copeland stated that, due to a scrivener's error, the Ordinance will be amended to reflect Maracay Homes in place and instead of Meritage Homes. There being no further comment, Mayor Meck closed the public hearing at 6:13 p.m. A motion was made by Councilmember Heustis and seconded by Councilmember Youngker to adopt Ordinance No. 09-18 amending Chapter 7 Development Code, Articles 3, 4, 5, and 10 relating to the inclusion of RV Garage Standards. Motion passed unanimously.

7.B Council will take action on a Tower License Agreement between the City of Buckeye and Verizon Wireless (VAW) LLC, D/B/A Verizon Wireless, Utility Easement Agreement, Temporary Construction Easement Agreement, and Memorandum of Tower License Agreement, relating to the licensing of a cell phone tower located near Superior Avenue and 255th Drive; and authorizing the City Manager to execute and deliver any and all documents necessary to implement the license agreement.

Staff Liaison: Scott Lowe, Public Works Director

Mr. Lowe provided an overview of the Tower License Agreement with Verizon Wireless; a vicinity map was displayed. Councilmember HagEstad requested further information related to tower height. Mr. Lowe provided further information related to tower height. Jim Caciola with Coal Creek Consulting stated the tower is a stealth structure; the top of the structure will be 65 feet and is designed for City and Verizon use. Councilmember Hess requested further information related to public outreach. Mr. Caciola stated the community was generally in favor of the project. Mayor Meck requested information related to placement of towers and improvement of service. Mr. Caciola discussed efforts to improve service and place further infrastructure and towers in areas with identified service issues. Councilmember HagEstad requested clarification related to extension of the tower. Mr. Caciola stated extension of the tower would happen

only with the City's consent. Mr. Lowe stated the Development Code would preclude an extension of the tower. A motion was made by Vice Mayor Orsborn and seconded by Councilmember Heustis to approve a Tower License Agreement between the City of Buckeye and Verizon Wireless (VAW) LLC, D/B/A Verizon Wireless, Utility Easement Agreement, Temporary Construction Easement Agreement, and Memorandum of Tower License Agreement, relating to the licensing of a cell phone tower located near Superior Avenue and 255th Drive; and authorizing the City Manager to execute and deliver any and all documents necessary to implement the license agreement. Motion passed unanimously.

7.C Council to take action on Resolution No. 10-18 adopting the Notice of Intent to Enter into an Economic Development and Retail Tax Incentive Agreement with Nikola Corporation, a Delaware Corporation, and findings of fact.

Staff Liaison: Dave Roderique, Economic Development Director

Mr. Roderique provided information related to the Notice of Intent to enter into an Economic Development and Retail Tax Incentive Agreement with Nikola Corporation. If approved, an Agreement will be brought back before Council at a future meeting for further action. The Agreement relates to the development of a new electric truck manufacturing/assembly facility. Provisions of the Agreement were reviewed. Mr. Roderique stated an independent economic research project was conducted, which verified the total amount the City will receive as a result of this project will exceed the amounts being offered with respect to incentives; all incentives are performance based. Staff requests the phrase *and research and development* be stricken from the first page of the Agreement. Mayor Meck requested further information related to employment at the facility. Mr. Roderique stated salaries are expected to be higher than current average salaries within the community. Councilmember Heustis requested clarification related to foreign trade zone provisions. Mr. Roderique stated a site specific designation is necessary with regard to foreign trade zone requirements. Councilmember Orsborn requested further information related to the performance based provisions of the Agreement and economic impacts. General discussion was held regarding broad economic impacts and fiscal impacts; as a result of this Agreement, the City is estimated to generate approximately \$800,000 in new tax revenue after payment of incentives. A motion was made by Vice Mayor Orsborn and seconded by Councilmember Hess to adopt Resolution No. 10-18 adopting the Notice of Intent to Enter into an Economic Development and Retail Tax Incentive Agreement with Nikola Corporation, a Delaware Corporation, and findings of fact; and striking from the first page of the Agreement the phrase *and research and development*. Motion passed unanimously.

8. City Manager's Report and Government Relations

Mr. Lowe presented information related to the household hazardous waste event recently held in the Festival Ranch community; played a digital video related to proper storm water techniques.

Chief Hall presented statements related to crime statistics; stated the City of Buckeye has been recognized as the safest city in Arizona.

9. Comments from the Mayor and Council

Councilmember Hess: no comment

Councilmember Guy: no comment

Councilmember Heustis: thanked staff and Nikola representatives for their efforts to move forward with entering into an Agreement; discussed proper storm water techniques.

Vice Mayor Orsborn: no comment.

Councilmember HagEstad: discussed road closures along Sun Valley Parkway and staff efforts to mitigate effects to residents due to the road closure.

Councilmember Youngker: no comment

Mayor Meck: provided a boards and commissions update; provided information related to Interstate 11; thanked Police Department staff for efforts related to the temporary closure of land along the Tonopah Salome Highway.

10. Council will make a motion to adjourn the meeting.

A motion was made by Vice Mayor Orsborn and seconded by Councilmember Hess to adjourn the meeting at 6:52 p.m. Motion passed unanimously.

Jackie A. Meck, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Regular Council Meeting held on the 6th of March, 2018. I further certify that a quorum was present.

Lucinda J. Aja, City Clerk

CITY OF BUCKEYE
City Council Regular Meeting
COUNCIL ACTION REPORT

MEETING DATE: 4/3/2018	AGENDA ITEM: Expenditures
DATE PREPARED: 3/21/2018	DISTRICT NO.: ALL
STAFF LIAISON: Larry Price, Finance Director, (623) 349-6164, lprice@buckeyeaz.gov	
DEPARTMENT: City Clerk	AGENDA ITEM TYPE:

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

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

RELEVANT GOALS:

GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

SUMMARY

ATTACHMENTS:

Description

▣ **Expenditures**

APP



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113492 03/21/2018 PRD	5566 ACRO SERVICE CORPORATION	982444	02/18/2018 21800661 032118ap	1,304.56
Invoice: 982444			TEMP SERVICES- DEV SVCS/ENGINE	
	1,304.56 10005180 520037		Professional Services General	
Invoice: 994996	ACRO SERVICE CORPORATION	994996	03/11/2018 21800661 032118ap	1,357.56
	1,357.56 10005180 520037		TEMP SERVICES- DEV SVCS/ENGINE	
			Professional Services General	
Invoice: 986771	ACRO SERVICE CORPORATION	986771	02/25/2018 21800661 032118ap	868.11
	868.11 10005180 520037		TEMP SERVICES- DEV SVCS/ENGINE	
			Professional Services General	
Invoice: 990784	ACRO SERVICE CORPORATION	990784	03/04/2018 21800661 032118ap	1,463.32
	1,463.32 10005180 520037		TEMP SERVICES- DEV SVCS/ENGINE	
			Professional Services General	
			CHECK 113492 TOTAL:	4,993.55
113493 03/21/2018 PRD	6006 AM CONSERVATION GROUP	258669	02/28/2018 21800795 032118ap	516.20
Invoice: 258669			DYE TABS FOR WATER CONSERVATIO	
	516.20 40003210 523035		Water Conservation	
			CHECK 113493 TOTAL:	516.20
113494 03/21/2018 PRD	1104 ARAMARK UNIFORM & CAREER APPAREL	472333094	03/08/2018 21800239 032118ap	468.84
Invoice: 472333094			WATER AND WASTEWATER UNIFORMS	
	263.70 40003210 521922		Uniforms	
	205.14 40013220 521922		Uniforms	
Invoice: 472336132	ARAMARK UNIFORM & CAREER APPAREL	472336132	03/15/2018 21800239 032118ap	468.84
	263.70 40003210 521922		WATER AND WASTEWATER UNIFORMS	
	205.14 40013220 521922		Uniforms	
			Uniforms	
			CHECK 113494 TOTAL:	937.68
113495 03/21/2018 PRD	1142 ASCENT AVIATION GROUP INC	508207	02/28/2018 21800144 032118ap	29,493.51
Invoice: 508207			AIRPORT - FUEL FOR RESALE	
	29,493.51 40103200 520027		Airport Fuel Services	
			CHECK 113495 TOTAL:	29,493.51
113496 03/21/2018 PRD	1158 ARIZONA DEPARTMENT OF ENVIRONMENT 1-azvj10218		01/04/2018 21800674 032118ap	750.00
Invoice: 1-azvj10218			REGISTRATION FEE - WESTERN STA	
	250.00 40053205 526110		Conference and Seminars	
	500.00 50063205 526110		Conference and Seminars	

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CHECK 113496 TOTAL: 750.00

113497 03/21/2018 PRD	1158 AZ DEPT OF ENVIRONMENTAL QUALITY	40564	03/13/2018	032118ap	250.00
Invoice: 40564			Cert Renewal - Coll. 1, Dist. 4 and Treatment 4		
	250.00 40003210 526110		Conference and Seminars		
Invoice: B2020015 - Feb 2018	AZ DEPT OF ENVIRONMENTAL QUALITY B2020015 -	Feb 2018 03/15/2018	032118ap	976.00	
	976.00 40013220 520045	Sun Valley WQL permit			
		Permit Fees			
Invoice: B2020016 - Feb 2018	AZ DEPT OF ENVIRONMENTAL QUALITY B2020016 -	Feb 2018 03/15/2018	032118ap	976.00	
	976.00 40013220 520045	Palo Verde WWTP permit fee			
		Permit Fees			
Invoice: B2022434 - Feb 2018	AZ DEPT OF ENVIRONMENTAL QUALITY B2022434 -	Feb 2018 03/15/2018	032118ap	6,000.00	
	6,000.00 40013220 520045	Trillium West WWTP permit fee			
		Permit Fees			
Invoice: B2022475 - Feb 2018	AZ DEPT OF ENVIRONMENTAL QUALITY B2022475 -	Feb 2018 03/15/2018	032118ap	6,000.00	
	6,000.00 40013220 520045	City of Buckeye Sundance permit fee			
		Permit Fees			
Invoice: B2022592 - Feb 2018	AZ DEPT OF ENVIRONMENTAL QUALITY B2022592 -	Feb 2018 03/15/2018	032118ap	2,500.00	
	2,500.00 40013220 520045	Trillium West individual annual permit fee			
		Permit Fees			

CHECK 113497 TOTAL: 16,702.00

113498 03/21/2018 PRD	1160 AZ DEPT OF PUBLIC SAFETY	bucpd0218	03/05/2018 21800210	032118ap	319.96
Invoice: bucpd0218			T1 LINES		
	319.96 10002121 521502		Program Supplies/Equipment		

CHECK 113498 TOTAL: 319.96

113499 03/21/2018 PRD	1174 AZ.MUN.WKS.COMP.POOL-AMWCP	10473	03/05/2018	032118ap	163.13
Invoice: 10473			W/C Gunsalus		
	163.13 31001115 523008		Worker's Comp Claims		
Invoice: 10481	AZ.MUN.WKS.COMP.POOL-AMWCP	10481	03/07/2018	032118ap	476.41
	476.41 31001115 523008		W/C Cosgrove		
			Worker's Comp Claims		
Invoice: 10478	AZ.MUN.WKS.COMP.POOL-AMWCP	10478	03/06/2018	032118ap	1,654.77
	1,654.77 31001115 523008		W/C Bianco		
			Worker's Comp Claims		

CHECK 113499 TOTAL: 2,294.31



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113500	03/21/2018	PRTD	5630	WELLS POLYGRAPH SERVICES	17277	03/07/2018	21800157	032118ap	150.00
Invoice: 17277						POLYGRAPHS			
				150.00	10002121 523027	Recruitment			
						CHECK	113500	TOTAL:	150.00
113501	03/21/2018	PRTD	1193	BAKER & TAYLOR	4012142875	03/12/2018	21800695	032118ap	61.54
Invoice: 4012142875						Library Books			
				61.54	10004151 521550	Books - Library			
Invoice: 4012142876						Library Books			
				320.34	10004151 521550	03/12/2018	21800695	032118ap	320.34
						Books - Library			
						CHECK	113501	TOTAL:	381.88
113502	03/21/2018	PRTD	1630	M&J TROPHIES AND APPAREL	83716	03/08/2018	21800816	032118ap	6,429.12
Invoice: 83716						YOUTH SPORTS SOCCER - SPRING 2			
				6,429.12	10004160 521538	Program Supplies Sports			
						CHECK	113502	TOTAL:	6,429.12
113503	03/21/2018	PRTD	5593	BORDER MARKETING INC.	4757	03/13/2018	21800711	032118ap	12,925.32
Invoice: 4757						MAGNETIC FLOW METERS			
				3,966.74	40003213 520581	Well Maintenance Repair			
				2,495.92	40003216 520581	Well Maintenance Repair			
				6,462.66	80007701 706010	Improvement Expense (\$.30)			
						CHECK	113503	TOTAL:	12,925.32
113504	03/21/2018	PRTD	1274	CALVERT OIL COMPANY	138540	02/15/2018		032118ap	210.62
Invoice: 138540						31161-Toby tyler			
				210.62	10003170 521508	Automotive Expenses			
Invoice: 138517						Automotive Expenses			
				77.02	10003170 521508	02/13/2018		032118ap	77.02
						#926M-MARTY MCCONELL			
						Automotive Expenses			
Invoice: 138621						Automotive Expenses			
				90.30	10003170 521508	02/26/2018		032118ap	90.30
						#90165-MARTY MCCONELL			
						Automotive Expenses			
Invoice: 138630						Automotive Expenses			
				132.80	10003170 521508	02/27/2018		032118ap	132.80
						#167-MARTY MCCONELL			
						Automotive Expenses			
CALVERT OIL COMPANY					138429	02/02/2018		032118ap	95.10



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Invoice: 138429									
	95.10	30584160	521502			Buckeye Air Fair - Oil - AERO W120 3.9 gallons			
						Program Supplies/Equipment			
						CHECK 113504 TOTAL:		605.84	
113505 03/21/2018 PRTD	1279	CANON SOLUTIONS AMERICA, INC	989000521			03/14/2018 21800326 032118ap		407.19	
Invoice: 989000521						Open PO for Maintenance and Pa			
	407.19	10005185	521501			Office Supply/Equipment			
						CHECK 113505 TOTAL:		407.19	
113506 03/21/2018 PRTD	5029	CDW GOVERNMENT LLC	lxjk7032			03/05/2018 21800802 032118ap		1,564.46	
Invoice: lxjk7032						Surface Pro 5 for Robert Hoff			
	1,564.46	50281189	521502			Program Supplies/Equipment			
						03/07/2018 21800802 032118ap		246.52	
Invoice: lxt1376		CDW GOVERNMENT LLC	lxt1376			Surface Pro 5 for Robert Hoff			
	246.52	50281189	521502			Program Supplies/Equipment			
						CHECK 113506 TOTAL:		1,810.98	
113507 03/21/2018 PRTD	3021	CINTAS CORPORATION NO 3	4004111868			03/01/2018 21800349 032118ap		129.03	
Invoice: 4004111868						OPEN PO UNIFORM RENTAL			
	129.03	38103202	521922			Uniforms			
						CHECK 113507 TOTAL:		129.03	
113508 03/21/2018 PRTD	1308	CITY OF PHOENIX	57998			03/06/2018 21800163 032118ap		21,572.00	
Invoice: 57998						Open PO for Staff Physicals -			
	21,572.00	10002140	523010			Safety & Health Programs			
						CHECK 113508 TOTAL:		21,572.00	
113509 03/21/2018 PRTD	5299	COLT CONCRETE LLC	315			03/14/2018 21800798 032118ap		27,900.00	
Invoice: 315						DIRT REMOVAL / CONCRETE INSTALL			
	27,900.00	10003170	520600			Swimming Pool R & M			
						CHECK 113509 TOTAL:		27,900.00	
113510 03/21/2018 PRTD	1261	CBI SECURITY SERVICE	53756			03/01/2018 21800297 032118ap		2,003.40	
Invoice: 53756						SECURITY FOR MUNICIPAL COURT			
	2,003.40	10002120	520022			Security Services			
						CHECK 113510 TOTAL:		2,003.40	

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113511 03/21/2018 PRTD	1271 CSW CONTRACTORS INC	8840401app1	02/28/2018	032118ap	38,637.90
Invoice: 8840401app1		38,637.90 40003210 543008	APACHE ROAD FILL LINE - CONSTR		
			Apache Fill Line		
Invoice: 8840502app2	CSW CONTRACTORS INC	8840502app2	02/28/2018	032118ap	317,104.06
		317,104.06 40011113 543001	ROOSEVELT AVUNUE SEWER PROJECT		
			Roosevelt Sewer Line		
			CHECK	113511 TOTAL:	355,741.96
113512 03/21/2018 PRTD	1367 DIBBLE & ASSOCIATES CONSULTING EN	1017076022	11/02/2017 21800391	032118ap	5,091.00
Invoice: 1017076022		5,091.00 40013220 520006	DESIGN SERVICES FOR PREACH INF		
			Engineering Services		
Invoice: 1017076026	DIBBLE & ASSOCIATES CONSULTING EN	1017076026	03/08/2018 21800391	032118ap	388.50
		388.50 40013220 520006	DESIGN SERVICES FOR PREACH INF		
			Engineering Services		
Invoice: 1017076021	DIBBLE & ASSOCIATES CONSULTING EN	1017076021	10/03/2017 21800391	032118ap	3,978.00
		3,978.00 40013220 520006	DESIGN SERVICES FOR PREACH INF		
			Engineering Services		
Invoice: 10170821	DIBBLE & ASSOCIATES CONSULTING EN	10170821	03/06/2018 21800328	032118ap	11,305.00
		11,305.00 10005185 520006	Annexations&De-Annexations of		
			Engineering Services		
			CHECK	113512 TOTAL:	20,762.50
113513 03/21/2018 PRTD	3035 EMPIRE PUMP CORP	18838	02/26/2018	032118ap	4,825.25
Invoice: 18838		4,825.25 40013221 520540	Repairs to Central dewatering well pump #7		
			Wastewater Plant R & M		
			CHECK	113513 TOTAL:	4,825.25
113514 03/21/2018 PRTD	3035 DUNCAN PUMP COMPANY	18813	01/18/2018 21800676	032118ap	500.00
Invoice: 18813		500.00 40013221 520540	PULL PUMP FROM WELL 7 AT CENTR		
			Wastewater Plant R & M		
			CHECK	113514 TOTAL:	500.00
113515 03/21/2018 PRTD	1414 EWING IRRIGATION PRODUCTS INC	4896802	03/07/2018 21800787	032118ap	174.67
Invoice: 4896802		174.67 10004155 521502	REPLACES PO#21800519		
			Program Supplies/Equipment		
Invoice: 4911578	EWING IRRIGATION PRODUCTS INC	4911578	03/09/2018 21800787	032118ap	446.80
		446.80 10004155 521502	REPLACES PO#21800519		
			Program Supplies/Equipment		



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Invoice: 4904105	EWING IRRIGATION PRODUCTS INC	4904105	03/08/2018 21800787 032118ap	97.63
		97.63 10004155 521502	REPLACES PO#21800519 Program Supplies/Equipment	
			CHECK 113515 TOTAL:	719.10
113516 03/21/2018 PRTD Invoice: 322805	1432 FERGUSON ENTERPRISES INC.	322805	02/26/2018 21800291 032118ap	694.53
		694.53 40003218 520577	VALVES, PIPES,BOLT KITS AND GA Reservoir/Booster Maint/Repair	
Invoice: 322325	FERGUSON ENTERPRISES INC.	322325	02/20/2018 21800291 032118ap	162.77
		162.77 40003213 520577	VALVES, PIPES,BOLT KITS AND GA Reservoir/Booster Maint/Repair	
			CHECK 113516 TOTAL:	857.30
113517 03/21/2018 PRTD Invoice: 18114	5737 FIRE & POLICE SELECTION, INC.	18114	03/09/2018 21800572 032118ap	1,651.70
		1,651.70 10002140 520037	Testing Materials for 2018 FF Professional Services General	
			CHECK 113517 TOTAL:	1,651.70
113518 03/21/2018 PRTD Invoice: 218	5466 ED SUMNER	218	03/01/2018 21800514 032118ap	480.00
		480.00 10004160 520013	Goju Ryu Class Contract Instruc-SIC	
			CHECK 113518 TOTAL:	480.00
113519 03/21/2018 PRTD Invoice: 1110006730	5419 FX TACTICAL	1110006730	03/02/2018 21800275 032118ap	1,000.00
		500.00 10002121 521920	BALLISTIC VESTS	
		500.00 35732121 523106	Vest Replacement Program DOJ COPS BVP Grant	
			CHECK 113519 TOTAL:	1,000.00
113520 03/21/2018 PRTD Invoice: 92702	1497 HAMILTON'S TOWING	92702	02/27/2018 21800149 032118ap	132.25
		132.25 10002121 520033	TOWING Vehicle Towing	
Invoice: 1371	HAMILTON'S TOWING	1371	02/18/2018 21800149 032118ap	287.50
		287.50 10002121 520033	TOWING Vehicle Towing	
Invoice: 92703	HAMILTON'S TOWING	92703	02/27/2018 21800149 032118ap	147.25
		147.25 10002121 520033	TOWING Vehicle Towing	

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Invoice: 1369	HAMILTON'S TOWING	1369							
		81.00	10002121	520033	TOWING	10/29/2017	21800149	032118ap	81.00
					Vehicle Towing				
Invoice: 92659	HAMILTON'S TOWING	92659							
		150.00	10002121	520033	TOWING	02/18/2018	21800149	032118ap	150.00
					Vehicle Towing				
Invoice: 92629	HAMILTON'S TOWING	92629							
		48.00	10002121	520033	TOWING	02/24/2018	21800149	032118ap	48.00
					Vehicle Towing				
Invoice: 92673	HAMILTON'S TOWING	92673							
		125.00	10002121	520033	TOWING	03/01/2018	21800149	032118ap	125.00
					Vehicle Towing				
Invoice: 92674	HAMILTON'S TOWING	92674							
		37.50	10002121	520033	TOWING	03/02/2018	21800149	032118ap	37.50
					Vehicle Towing				
Invoice: 92675	HAMILTON'S TOWING	92675							
		97.00	10002121	520033	TOWING	03/03/2018	21800149	032118ap	97.00
					Vehicle Towing				
					CHECK		113520	TOTAL:	1,105.50
113521 03/21/2018 PRTD	1509 HENRY SCHEIN INC	50810026							
Invoice: 50810026		95.76	10002140	522153		02/27/2018	21800174	032118ap	95.76
					Open PO for Medical Supplies P				
					Medical Supplies				
Invoice: 51086958	HENRY SCHEIN INC	51086958							
		25.50	10002140	522153		03/06/2018	21800174	032118ap	25.50
					Open PO for Medical Supplies P				
					Medical Supplies				
					CHECK		113521	TOTAL:	121.26
113522 03/21/2018 PRTD	5539 HILGARTWILSON, LLC	14955							
Invoice: 14955		1,398.75	10005185	520037		03/09/2018	21800746	032118ap	1,398.75
					ENGINEERING SERVICES, PROFESSI				
					Professional Services General				
					CHECK		113522	TOTAL:	1,398.75
113523 03/21/2018 PRTD	1513 HILL BROTHERS CHEMICAL COMPANY	4444990							
Invoice: 4444990		260.64	40003213	521540		03/01/2018	21800180	032118ap	260.64
					CHEMICALS TO TREAT AND DISINFE				
					Chemicals				



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					CHECK	113523 TOTAL:	260.64
113524 03/21/2018 PRTD	5175 J2 ENGINEERING AND ENVIRONMENTAL	10198		03/12/2018 21800638 032118ap			8,752.55
Invoice: 10198				Sundance Park Master Plan pre-			
	8,752.55 60004160 543025			Sundance Park Phase II			
				CHECK	113524 TOTAL:		8,752.55
113525 03/21/2018 PRTD	5732 JULIE GARCIA	362018		03/06/2018 21800730 032118ap			480.00
Invoice: 362018				YOUTH TENNIS CLASS			
	480.00 10004160 520013			Contract Instruc-SIC			
				CHECK	113525 TOTAL:		480.00
113526 03/21/2018 PRTD	5952 KIEWIT/HAYDON, A JOINT VENTURE	1802010002		03/02/2018 032118ap			227,389.00
Invoice: 1802010002				APACHE RD WTP PHASE 1			
	227,389.00 40003210 543028			Apache Rd WTP Phase 1			
				CHECK	113526 TOTAL:		227,389.00
113527 03/21/2018 PRTD	1601 LANGUAGE LINE SERVICES, INC.	4258539		02/28/2018 21800231 032118ap			52.42
Invoice: 4258539				TRANSCRIPTION SERVICES			
	52.42 10002121 520037			Professional Services General			
				CHECK	113527 TOTAL:		52.42
113528 03/21/2018 PRTD	1605 LAYER 8, LLC	1428		02/21/2018 21800818 032118ap			4,250.00
Invoice: 1428				CONSULTING SERVICES			
	4,250.00 10001189 520018			General Contractual Services			
				CHECK	113528 TOTAL:		4,250.00
113529 03/21/2018 PRTD	5342 M & M PORTABLE TOILETS LLC	a32956		03/09/2018 21800241 032118ap			180.35
Invoice: a32956				Open PO for Toilet and Sink Re			
	180.35 50012140 520506			Repair and Replace			
				03/09/2018 21800242 032118ap			125.70
Invoice: a32981	M & M PORTABLE TOILETS LLC	a32981		RENTAL OR LEASE SERVICES - Toi			
	125.70 10002140 520037			Professional Services General			
				CHECK	113529 TOTAL:		306.05
113530 03/21/2018 PRTD	1652 MARICOPA COUNTY SHERIFF'S OFFICE	Jan 18 hsng		02/02/2018 21800268 032118ap			34,521.47
Invoice: Jan 18 hsng				PRISONER HOUSING FEES			
	34,521.47 10002121 520008			Prisoner/Incarceration (MCSO)			

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE

INV DATE

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INVOICE DTL DESC

CHECK 113530 TOTAL: 34,521.47

113531 03/21/2018 PRD 1658 MARIPOSA LANDSCAPE ARIZONA INC 19794
Invoice: 19794

625.30 40003212 520035
968.08 40003213 520035
456.56 40003214 520035
406.28 40003215 520035
683.74 40003216 520035
168.30 40003217 520035
1,385.63 40003218 520035
136.46 40003301 520035

02/28/2018 21800170 032118ap
LANDSCAPE SERVICES FOR PRODUCT

4,830.35

Landscaping
Landscaping
Landscaping
Landscaping
Landscaping
Landscaping
Landscaping
Landscaping

CHECK 113531 TOTAL: 4,830.35

113532 03/21/2018 PRD 5741 MICHAEL WILSON KELLY-ARCHITECTS L 20170803
Invoice: 20170803

4,665.35 10001113 543013

03/17/2018 21800548 032118ap
TO #3 Earl Edgar Restroom Desi
Earl Edgar Restrooms South

4,665.35

CHECK 113532 TOTAL: 4,665.35

113533 03/21/2018 PRD 1712 NET TRANSCRIPTS INC
Invoice: 17262

17262

13.93 10002121 520037

02/15/2018 21800232 032118ap
TRANSCRIPTION SERVICES
Professional Services General

13.93

CHECK 113533 TOTAL: 13.93

113534 03/21/2018 PRD 999998 BUCKEYE MUNICIPAL COURT
Invoice: 31218 dso \$ rec'd

31218 dso \$ rec'd
2,364.90 1000 158000

03/15/2018 032118ap
dso money red'd to NBA instead of Chase 3/12/18
Suspense

2,364.90

CHECK 113534 TOTAL: 2,364.90

113535 03/21/2018 PRD 999998 WADE GABLE
Invoice: refund tie-down rent

refund tie-down rent 03/19/2018
vacated tiedown after pmt
A/R Clearing Acct

33.84 9999 117550

032118ap
less tax uncollected

33.84

CHECK 113535 TOTAL: 33.84

113536 03/21/2018 PRD 999994 JUDITH CARTER
Invoice: 148453

148453

55.00 9999 117560

03/12/2018 032118ap
battle robots activity cancelled
Rec Clearing Acct

55.00



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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE

INV DATE

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INVOICE DTL DESC

					CHECK	113536 TOTAL:	55.00
113537 03/21/2018 PRTD 999994 MOLLY DECKER				148473	03/12/2018 032118ap		400.00
Invoice: 148473					adult coed softball league cancelled spring		
	400.00	9999		117560	Rec Clearing Acct		
					CHECK	113537 TOTAL:	400.00
113538 03/21/2018 PRTD 999994 NATE ROMINES				148474	03/12/2018 032118ap		400.00
Invoice: 148474					adult coed softball league cancelled spring		
	400.00	9999		117560	Rec Clearing Acct		
					CHECK	113538 TOTAL:	400.00
113539 03/21/2018 PRTD 5338 OVERDRIVE, INC				3880da18046310	03/13/2018 21800499 032118ap		89.99
Invoice: 3880da18046310					eBooks platform and materials		
	89.99	10004151	521550		Books - Library		
					CHECK	113539 TOTAL:	89.99
113540 03/21/2018 PRTD 5274 PACTEC, INC				118023	03/02/2018 21800789 032118ap		1,802.08
Invoice: 118023					ANNUAL PO FOR BIN LINERS		
	1,802.08	40013221	520542		Sludge Removal		
					CHECK	113540 TOTAL:	1,802.08
113541 03/21/2018 PRTD 6020 PASTPERFECT SOFTWARE INC.				90606924	03/14/2018 21800829 032118ap		933.00
Invoice: 90606924					PASTPERFECT VERSION 5 UPGRADE.		
	933.00	10001189	520030		Software Licenses		
					CHECK	113541 TOTAL:	933.00
113542 03/21/2018 PRTD 1849 ROOSEVELT IRRIGATION DISTRICT				10312174	03/15/2018 032118ap		2,733.85
Invoice: 10312174					March 2018 Monthly connection fee		
	2,733.85	40013220	526027		RID Recharge Fees		
Invoice: 10312175					03/15/2018 032118ap		1,960.99
					February 2018 Monthly discharge fee		
	1,960.99	40013220	526027		RID Recharge Fees		
					CHECK	113542 TOTAL:	4,694.84
113543 03/21/2018 PRTD 1881 AZ SECRETARY OF STATE				s.stewart 3/18	03/19/2018 032118ap		43.00
Invoice: s.stewart 3/18					notary renewal for S. Stewart		
	43.00	10001102	526120		Dues and Subscription		

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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INVOICE DTL DESC

					CHECK	113543 TOTAL:	43.00
113544	03/21/2018	PRTD	1890 SERTA MATTRESS COMPANY	6481823001	03/08/2018 21800704 032118ap		2,683.04
		Invoice: 6481823001			Mattresses for Fire Stations		
			2,683.04 10002140 520506		Repair and Replace		
					CHECK	113544 TOTAL:	2,683.04
113545	03/21/2018	PRTD	1896 SHAMROCK FOODS COMPANY	19207971	03/09/2018 21800032 032118ap		93.39
		Invoice: 19207971			MILK DELIVERY FOR SENIORS		
			93.39 35754150 521502		Program Supplies/Equipment		
					CHECK	113545 TOTAL:	93.39
113546	03/21/2018	PRTD	5324 SHUMS CODA ASSOCIATES	3876	03/13/2018 21800466 032118ap		660.00
		Invoice: 3876			Open PO for CONSULTING SERVICE		
			660.00 10005180 520037		Professional Services General		
					CHECK	113546 TOTAL:	660.00
113547	03/21/2018	PRTD	5699 SOLARWINDS, INC	369066	03/19/2018 21800858 032118ap		620.00
		Invoice: 369066			Solarwinds Serv-U Renewal		
			620.00 10001189 520030		Software Licenses		
					CHECK	113547 TOTAL:	620.00
113548	03/21/2018	PRTD	1944 STANDARD PRINTING COMPANY INC	252001	11/06/2017 21800240 032118ap		1,963.92
		Invoice: 252001			PRINTING AND MAILING UTILITY B		
			1,963.92 40053205 520037		Professional Services General		
					CHECK	113548 TOTAL:	1,963.92
113549	03/21/2018	PRTD	5518 STEAM SCIENCE & ROBOTICS PARTNERS 1188		03/02/2018 21800731 032118ap		300.00
		Invoice: 1188			STEAM CLASS & INSTRUCTION		
			300.00 10004160 520013		Contract Instruc-SIC		
					CHECK	113549 TOTAL:	300.00
113550	03/21/2018	PRTD	2010 TRANS WEST ANALYTICAL SERVICES	1403067	02/28/2018 21800204 032118ap		9,265.00
		Invoice: 1403067			DRINKING WATER SAMPLING		
			6,462.00 40003212 520049		Laboratory Fees		
			45.00 40003214 520049		Laboratory Fees		
			1,675.00 40003215 520049		Laboratory Fees		
			110.00 40003217 520049		Laboratory Fees		

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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			973.00	40003218	520049	Laboratory Fees			
						CHECK	113550 TOTAL:	9,265.00	
113551	03/21/2018	PRTD		5348	TAFS, INC	17827	03/01/2018 21800228 032118ap	2,060.10	
							SLUDGE TRANSPORT TO LANDFILL		
			2,060.10	40003216	520585		Treatment Plant O&M		
						17826	03/01/2018 21800228 032118ap	4,120.20	
							SLUDGE TRANSPORT TO LANDFILL		
			4,120.20	40003213	520585		Treatment Plant O&M		
						CHECK	113551 TOTAL:	6,180.30	
113552	03/21/2018	PRTD		1704	NATIONAL HAZARD CONTROL	1669	01/31/2018 21800151 032118ap	571.95	
							CRIME SCENE CLEANUPS		
			571.95	10002121	520005		Crime Scene Clean-Up		
						CHECK	113552 TOTAL:	571.95	
113553	03/21/2018	PRTD		2021	TYLER TECHNOLOGIES, INC.	45209706	01/01/2018 21800851 032118ap	32,790.00	
							DISASTER RECOVERY RENEWAL		
			32,790.00	10001189	520030		Software Licenses		
						CHECK	113553 TOTAL:	32,790.00	
113554	03/21/2018	PRTD		2030	U.S. FOOD INC	4811157	03/08/2018 21800004 032118ap	1,715.89	
							FOOD FOR CONGREGATE LUNCH		
			1,715.89	35754150	521502		Program Supplies/Equipment		
						CHECK	113554 TOTAL:	1,715.89	
113555	03/21/2018	PRTD		1406	ENTERSECT	218ep31005	02/28/2018 21800212 032118ap	75.00	
							SUBSCRIPTION		
			75.00	10002121	526120		Dues and Subscription		
						CHECK	113555 TOTAL:	75.00	
113556	03/21/2018	PRTD		2077	OFFENDER WATCH	36270	02/21/2018 21800801 032118ap	72.00	
							SEX OFFENDER NOTIFICATIONS		
			72.00	10002121	526120		Dues and Subscription		
						36401	03/01/2018 21800801 032118ap	128.00	
							SEX OFFENDER NOTIFICATIONS		
			128.00	10002121	526120		Dues and Subscription		



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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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CHECK 113556 TOTAL: 200.00

113557 03/21/2018 PRD 5384 WEST YOST ASSOCIATES, INC 2034523
Invoice: 2034523 113,158.00 40003210 521526

01/31/2018 21800424 032118ap 113,158.00
CONTRACT-SCADA IMPROVEMENT PHA
SCADA

CHECK 113557 TOTAL: 113,158.00

113558 03/21/2018 PRD 5041 WESTERN TECHNOLOGIES INC 21880044
Invoice: 21880044 2,650.00 40003210 520037

02/14/2018 21800682 032118ap 2,650.00
ENVIRONMENTAL ASSESSMENT FOR C
Professional Services General

CHECK 113558 TOTAL: 2,650.00

113559 03/21/2018 PRD 5126 WORKHORSE DIVING & SALVAGE 181012
Invoice: 181012 2,150.00 40003218 520577

02/27/2018 21800707 032118ap 2,150.00
DIVE CLEAN AND INSPECT RESERVO
Reservoir/Booster Maint/Repair

Invoice: 181011 WORKHORSE DIVING & SALVAGE 181011
2,235.00 40003218 520577

02/27/2018 21800707 032118ap 2,235.00
DIVE CLEAN AND INSPECT RESERVO
Reservoir/Booster Maint/Repair

CHECK 113559 TOTAL: 4,385.00

NUMBER OF CHECKS 68 *** CASH ACCOUNT TOTAL *** 993,135.19

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	68	993,135.19

*** GRAND TOTAL *** 993,135.19

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JOURNAL ENTRIES TO BE CREATED

CLERK: ptulkan

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2018	9	433									
APP	1000-201000							Accounts Payable		167,388.90	
	03/21/2018	032118ap	ap0321					AP CASH DISBURSEMENTS JOURNAL			
APP	9999-104000							Cash in Bank - Checking			993,135.19
	03/21/2018	032118ap	ap0321					AP CASH DISBURSEMENTS JOURNAL			
APP	4000-201000							Accounts Payable		415,369.75	
	03/21/2018	032118ap	ap0321					AP CASH DISBURSEMENTS JOURNAL			
APP	4001-201000							Accounts Payable		355,246.01	
	03/21/2018	032118ap	ap0321					AP CASH DISBURSEMENTS JOURNAL			
APP	4010-201000							Accounts Payable		29,493.51	
	03/21/2018	032118ap	ap0321					AP CASH DISBURSEMENTS JOURNAL			
APP	4005-201000							Accounts Payable		2,213.92	
	03/21/2018	032118ap	ap0321					AP CASH DISBURSEMENTS JOURNAL			
APP	5006-201000							Accounts Payable		500.00	
	03/21/2018	032118ap	ap0321					AP CASH DISBURSEMENTS JOURNAL			
APP	3100-201000							Accounts Payable		2,294.31	
	03/21/2018	032118ap	ap0321					AP CASH DISBURSEMENTS JOURNAL			
APP	8000-201000							Accounts Payable		6,462.66	
	03/21/2018	032118ap	ap0321					AP CASH DISBURSEMENTS JOURNAL			
APP	3058-201000							Accounts Payable		95.10	
	03/21/2018	032118ap	ap0321					AP CASH DISBURSEMENTS JOURNAL			
APP	5028-201000							Accounts Payable		1,810.98	
	03/21/2018	032118ap	ap0321					AP CASH DISBURSEMENTS JOURNAL			
APP	3810-201000							Accounts Payable		129.03	
	03/21/2018	032118ap	ap0321					AP CASH DISBURSEMENTS JOURNAL			
APP	3573-201000							Accounts Payable		500.00	
	03/21/2018	032118ap	ap0321					AP CASH DISBURSEMENTS JOURNAL			
APP	6000-201000							Accounts Payable		8,752.55	
	03/21/2018	032118ap	ap0321					AP CASH DISBURSEMENTS JOURNAL			
APP	5001-201000							Accounts Payable		180.35	
	03/21/2018	032118ap	ap0321					AP CASH DISBURSEMENTS JOURNAL			
APP	9999-201000							Accounts Payable		888.84	
	03/21/2018	032118ap	ap0321					AP CASH DISBURSEMENTS JOURNAL			
APP	3575-201000							Accounts Payable		1,809.28	
	03/21/2018	032118ap	ap0321					AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL										993,135.19	993,135.19
APP	9999-201010							DT DF		992,246.35	
	03/21/2018	032118ap	ap0321								
APP	1000-101010							Pooled Cash Equity			167,388.90
	03/21/2018	032118ap	ap0321								
APP	4000-101010							Pooled Cash Equity			415,369.75
	03/21/2018	032118ap	ap0321								
APP	4001-101010							Pooled Cash Equity			355,246.01
	03/21/2018	032118ap	ap0321								
APP	4010-101010							Pooled Cash Equity			29,493.51

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JOURNAL ENTRIES TO BE CREATED

YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
APP 4005-101010	03/21/2018	032118ap	ap0321			Pooled Cash Equity			2,213.92
APP 5006-101010	03/21/2018	032118ap	ap0321			Pooled Cash Equity			500.00
APP 3100-101010	03/21/2018	032118ap	ap0321			Pooled Cash Equity			2,294.31
APP 8000-101010	03/21/2018	032118ap	ap0321			Pooled Cash Equity			6,462.66
APP 3058-101010	03/21/2018	032118ap	ap0321			Pooled Cash Equity			95.10
APP 5028-101010	03/21/2018	032118ap	ap0321			Pooled Cash Equity			1,810.98
APP 3810-101010	03/21/2018	032118ap	ap0321			Pooled Cash Equity			129.03
APP 3573-101010	03/21/2018	032118ap	ap0321			Pooled Cash Equity			500.00
APP 6000-101010	03/21/2018	032118ap	ap0321			Pooled Cash Equity			8,752.55
APP 5001-101010	03/21/2018	032118ap	ap0321			Pooled Cash Equity			180.35
APP 3575-101010	03/21/2018	032118ap	ap0321			Pooled Cash Equity			1,809.28
SYSTEM GENERATED ENTRIES TOTAL								992,246.35	992,246.35
JOURNAL 2018/09/433 TOTAL								1,985,381.54	1,985,381.54

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1000 General Fund	2018 9	433	03/21/2018			
1000-101010				Pooled Cash Equity		167,388.90
1000-201000				Accounts Payable	167,388.90	
				FUND TOTAL	167,388.90	167,388.90
3058 Comm Services Programs	2018 9	433	03/21/2018			
3058-101010				Pooled Cash Equity		95.10
3058-201000				Accounts Payable	95.10	
				FUND TOTAL	95.10	95.10
3100 Risk Mgmt Retention Fund	2018 9	433	03/21/2018			
3100-101010				Pooled Cash Equity		2,294.31
3100-201000				Accounts Payable	2,294.31	
				FUND TOTAL	2,294.31	2,294.31
3573 Police Department Grants	2018 9	433	03/21/2018			
3573-101010				Pooled Cash Equity		500.00
3573-201000				Accounts Payable	500.00	
				FUND TOTAL	500.00	500.00
3575 Area Agency on Aging	2018 9	433	03/21/2018			
3575-101010				Pooled Cash Equity		1,809.28
3575-201000				Accounts Payable	1,809.28	
				FUND TOTAL	1,809.28	1,809.28
3810 Highway User Revenue Fund	2018 9	433	03/21/2018			
3810-101010				Pooled Cash Equity		129.03
3810-201000				Accounts Payable	129.03	
				FUND TOTAL	129.03	129.03
4000 Water Utility Fund	2018 9	433	03/21/2018			
4000-101010				Pooled Cash Equity		415,369.75
4000-201000				Accounts Payable	415,369.75	
				FUND TOTAL	415,369.75	415,369.75
4001 Wastewater Fund	2018 9	433	03/21/2018			
4001-101010				Pooled Cash Equity		355,246.01
4001-201000				Accounts Payable	355,246.01	
				FUND TOTAL	355,246.01	355,246.01
4005 Environmental Services	2018 9	433	03/21/2018			

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
4005-101010				Pooled Cash Equity		2,213.92
4005-201000				Accounts Payable	2,213.92	
				FUND TOTAL	2,213.92	2,213.92
4010 Airport Fund	2018 9	433	03/21/2018			
4010-101010				Pooled Cash Equity		29,493.51
4010-201000				Accounts Payable	29,493.51	
				FUND TOTAL	29,493.51	29,493.51
5001 Cemetery Improvement Fund	2018 9	433	03/21/2018			
5001-101010				Pooled Cash Equity		180.35
5001-201000				Accounts Payable	180.35	
				FUND TOTAL	180.35	180.35
5006 Stormwater Quality Fund	2018 9	433	03/21/2018			
5006-101010				Pooled Cash Equity		500.00
5006-201000				Accounts Payable	500.00	
				FUND TOTAL	500.00	500.00
5028 Technology Life Cycle Mgmt	2018 9	433	03/21/2018			
5028-101010				Pooled Cash Equity		1,810.98
5028-201000				Accounts Payable	1,810.98	
				FUND TOTAL	1,810.98	1,810.98
6000 Impact Fees Parks & Rec	2018 9	433	03/21/2018			
6000-101010				Pooled Cash Equity		8,752.55
6000-201000				Accounts Payable	8,752.55	
				FUND TOTAL	8,752.55	8,752.55
8000 Sundance CFD O&M	2018 9	433	03/21/2018			
8000-101010				Pooled Cash Equity		6,462.66
8000-201000				Accounts Payable	6,462.66	
				FUND TOTAL	6,462.66	6,462.66
9999 Pooled Cash	2018 9	433	03/21/2018			
9999-104000				Cash in Bank - Checking		993,135.19
9999-201000				Accounts Payable	888.84	
9999-201010				DT DF	992,246.35	
				FUND TOTAL	993,135.19	993,135.19

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FUND	DUE TO	DUE FROM
1000 General Fund		167,388.90
3058 Comm Services Programs		95.10
3100 Risk Mgmt Retention Fund		2,294.31
3573 Police Department Grants		500.00
3575 Area Agency on Aging		1,809.28
3810 Highway User Revenue Fund		129.03
4000 Water Utility Fund		415,369.75
4001 Wastewater Fund		355,246.01
4005 Environmental Services		2,213.92
4010 Airport Fund		29,493.51
5001 Cemetery Improvement Fund		180.35
5006 Stormwater Quality Fund		500.00
5028 Technology Life Cycle Mgmt		1,810.98
6000 Impact Fees Parks & Rec		8,752.55
8000 Sundance CFD O&M		6,462.66
9999 Pooled Cash	992,246.35	
	<u>992,246.35</u>	<u>992,246.35</u>
TOTAL	992,246.35	992,246.35

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

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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113422	03/14/2018	PRTD	5566	ACRO SERVICE CORPORATION	978000	02/11/2018	21800491	031418ap	552.80
		Invoice: 978000							
					552.80 40003210 520037				
		Invoice: 973894a		ACRO SERVICE CORPORATION	973894a	02/04/2018	21800491	031418ap	988.13
					988.13 40003210 520037				
		Invoice: 976482		ACRO SERVICE CORPORATION	976482	02/11/2018	21800491	031418ap	223.11
					223.11 40003210 520037				
						CHECK	113422	TOTAL:	1,764.04
113423	03/14/2018	PRTD	3001	AMERIGAS - GLENDALE #5213	3070454546	10/28/2017	21800132	031418ap	1,710.30
		Invoice: 3070454546							
					1,710.30 10003170 526020				
						CHECK	113423	TOTAL:	1,710.30
113424	03/14/2018	PRTD	5924	ANGELA EVELINA ROBIN	3	03/07/2018	21800641	031418ap	120.00
		Invoice: 3							
					120.00 10002121 521502				
						CHECK	113424	TOTAL:	120.00
113425	03/14/2018	PRTD	1100	AQUA-AEROBIC SYSTEMS INC	1014362	02/20/2018	21800768	031418ap	29,190.65
		Invoice: 1014362							
					29,190.65 40013221 520540				
						CHECK	113425	TOTAL:	29,190.65
113426	03/14/2018	PRTD	1116	ARIZONA ELEVATOR SOLUTIONS, INC.	28140	03/02/2018	21800184	031418ap	655.31
		Invoice: 28140							
					655.31 10003170 520506				
						CHECK	113426	TOTAL:	655.31
113427	03/14/2018	PRTD	1151	ARIZONA 811	2018am0300	02/28/2018	21800327	031418ap	598.77
		Invoice: 2018am0300							
					598.77 40003350 521514				
						CHECK	113427	TOTAL:	598.77

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INVOICE	INV DATE	PO	CHECK	NET
INVOICE DTL DESC				
113428 03/14/2018 PRTD 1158 ARIZONA DEPARTMENT OF ENVIRONMENT 40494 Invoice: 40494	03/08/2018		031418ap	65.00
65.00 40013220 526110	Wastewater Treatment Grade 2 - Cert renewal Conference and Seminars			
	CHECK	113428	TOTAL:	65.00
113429 03/14/2018 PRTD 1193 BAKER & TAYLOR t76277060	03/02/2018 21800695 031418ap			46.98
46.98 10004151 521550	Library Books			
	Books - Library			
Invoice: t76148140 BAKER & TAYLOR t76148140	03/02/2018 21800695 031418ap			27.14
27.14 10004151 521550	Library Books			
	Books - Library			
Invoice: t76093820 BAKER & TAYLOR t76093820	03/08/2018 21800695 031418ap			16.19
16.19 10004151 521550	Library Books			
	Books - Library			
Invoice: t75932910 BAKER & TAYLOR t75932910	03/08/2018 21800695 031418ap			27.14
27.14 10004151 521550	Library Books			
	Books - Library			
Invoice: t76026160 BAKER & TAYLOR t76026160	03/08/2018 21800695 031418ap			16.19
16.19 10004151 521550	Library Books			
	Books - Library			
Invoice: 4012157905 BAKER & TAYLOR 4012157905	03/07/2018 21800695 031418ap			112.78
112.78 10004151 521550	Library Books			
	Books - Library			
Invoice: 4012157907 BAKER & TAYLOR 4012157907	03/07/2018 21800695 031418ap			846.32
846.32 10004151 521550	Library Books			
	Books - Library			
Invoice: 4012157908 BAKER & TAYLOR 4012157908	03/07/2018 21800695 031418ap			182.18
182.18 10004151 521550	Library Books			
	Books - Library			
Invoice: 4012157909 BAKER & TAYLOR 4012157909	03/07/2018 21800695 031418ap			354.30
354.30 10004151 521550	Library Books			
	Books - Library			
Invoice: 4012157910 BAKER & TAYLOR 4012157910	03/07/2018 21800695 031418ap			55.04
55.04 10004151 521550	Library Books			
	Books - Library			
Invoice: 4012157911 BAKER & TAYLOR 4012157911	03/07/2018 21800695 031418ap			96.72
96.72 10004151 521550	Library Books			
	Books - Library			

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				INVOICE	INV DATE	PO	CHECK	NET
				INVOICE DTL DESC				
Invoice: 4012157912		BAKER & TAYLOR		4012157912	03/07/2018	21800695	031418ap	240.60
			240.60	10004151 521550	Library Books			
					Books - Library			
Invoice: 4012151757		BAKER & TAYLOR		4012151757	03/02/2018	21800695	031418ap	37.58
			37.58	10004151 521550	Library Books			
					Books - Library			
Invoice: 4012151758		BAKER & TAYLOR		4012151758	03/02/2018	21800695	031418ap	55.84
			55.84	10004151 521550	Library Books			
					Books - Library			
Invoice: 4012151759		BAKER & TAYLOR		4012151759	03/02/2018	21800695	031418ap	75.16
			75.16	10004151 521550	Library Books			
					Books - Library			
Invoice: 4012151760		BAKER & TAYLOR		4012151760	03/02/2018	21800695	031418ap	147.10
			147.10	10004151 521550	Library Books			
					Books - Library			
Invoice: 4012151761		BAKER & TAYLOR		4012151761	03/02/2018	21800695	031418ap	37.60
			37.60	10004151 521550	Library Books			
					Books - Library			
Invoice: 4012151762		BAKER & TAYLOR		4012151762	03/02/2018	21800695	031418ap	132.74
			132.74	10004151 521550	Library Books			
					Books - Library			
Invoice: 4012151763		BAKER & TAYLOR		4012151763	03/02/2018	21800695	031418ap	65.04
			65.04	10004151 521550	Library Books			
					Books - Library			
Invoice: 4012151765		BAKER & TAYLOR		4012151765	03/02/2018	21800695	031418ap	614.73
			614.73	10004151 521550	Library Books			
					Books - Library			
Invoice: t75818430		BAKER & TAYLOR		t75818430	03/01/2018	21800695	031418ap	151.75
			151.75	10004151 521550	Library Books			
					Books - Library			
Invoice: t75552460		BAKER & TAYLOR		t75552460	02/26/2018	21800695	031418ap	275.77
			275.77	10004151 521550	Library Books			
					Books - Library			
Invoice: 4012146254		BAKER & TAYLOR		4012146254	02/23/2018	21800695	031418ap	112.70
			112.70	10004151 521550	Library Books			
					Books - Library			
Invoice: 4012146255		BAKER & TAYLOR		4012146255	02/23/2018	21800695	031418ap	37.60
			37.60	10004151 521550	Library Books			
					Books - Library			

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Invoice: 4012146256	BAKER & TAYLOR	4012146256	02/23/2018	21800695	031418ap	19.33
		19.33 10004151 521550	Library Books			
			Books - Library			
Invoice: 4012146257	BAKER & TAYLOR	4012146257	02/23/2018	21800695	031418ap	54.78
		54.78 10004151 521550	Library Books			
			Books - Library			
Invoice: 4012146258	BAKER & TAYLOR	4012146258	02/23/2018	21800695	031418ap	75.14
		75.14 10004151 521550	Library Books			
			Books - Library			
Invoice: 4012146259	BAKER & TAYLOR	4012146259	02/23/2018	21800695	031418ap	49.98
		49.98 10004151 521550	Library Books			
			Books - Library			
Invoice: 4012146260	BAKER & TAYLOR	4012146260	02/23/2018	21800695	031418ap	499.10
		499.10 10004151 521550	Library Books			
			Books - Library			
Invoice: 4012146261	BAKER & TAYLOR	4012146261	02/23/2018	21800695	031418ap	44.62
		44.62 10004151 521550	Library Books			
			Books - Library			
Invoice: 4012146262	BAKER & TAYLOR	4012146262	02/23/2018	21800695	031418ap	117.48
		117.48 10004151 521550	Library Books			
			Books - Library			
Invoice: 4012146263	BAKER & TAYLOR	4012146263	02/23/2018	21800695	031418ap	194.32
		194.32 10004151 521550	Library Books			
			Books - Library			
Invoice: 4012146264	BAKER & TAYLOR	4012146264	02/23/2018	21800695	031418ap	18.12
		18.12 10004151 521550	Library Books			
			Books - Library			
Invoice: 4012146265	BAKER & TAYLOR	4012146265	02/23/2018	21800695	031418ap	37.58
		37.58 10004151 521550	Library Books			
			Books - Library			
Invoice: 4012146266	BAKER & TAYLOR	4012146266	02/23/2018	21800695	031418ap	20.48
		20.48 10004151 521550	Library Books			
			Books - Library			

CHECK 113429 TOTAL: 4,896.12

113430 03/14/2018 PRD 5131 BANNER HEALTH
Invoice: 37552304 3/5/18

37552304 3/5/18 03/05/2018 21800023 031418ap 79.20
Open PO for Tox-Medic Restock
79.20 35772140 523013 Nuc Emerg. Mgmt Expenditure

BANNER HEALTH 37552288 3/18 03/05/2018 21800162 031418ap 1,506.00

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Invoice: 37552288 3/18		1,506.00	10002140	522153	Open PO for Medical Restock Medical Supplies			
					CHECK	113430	TOTAL:	1,585.20
113431	03/14/2018 PRTD	1213	BINGHAM EQUIPMENT CO	p08856	02/26/2018 21800091 031418ap			159.42
Invoice: p08856		159.42	50012140	520506	Open PO for Cemetery Supplies Repair and Replace			
Invoice: p08857					02/26/2018 21800091 031418ap			36.00
		36.00	50012140	520506	Open PO for Cemetery Supplies Repair and Replace			
					CHECK	113431	TOTAL:	195.42
113432	03/14/2018 PRTD	5593	BORDER MARKETING INC.	4751	03/01/2018 21800711 031418ap			16,458.79
Invoice: 4751		4,300.00	40003213	520577	MAGNETIC FLOW METERS			
		3,929.39	40003213	520581	Reservoir/Booster Maint/Repair			
		8,229.40	80007701	706010	Well Maintenance Repair Improvement Expense (\$.30)			
					CHECK	113432	TOTAL:	16,458.79
113433	03/14/2018 PRTD	1234	BROWN'S PARTSMaster INC	0974688	11/13/2017 21800221 031418ap			621.65
Invoice: 0974688		621.65	10003170	520506	FACILITIES - PLUMBING SUPPLIES Repair and Replace			
					CHECK	113433	TOTAL:	621.65
113434	03/14/2018 PRTD	1260	C.A. ENERGY DESIGNS, INC.	2	01/10/2018 21800068 031418ap			1,200.00
Invoice: 2		1,200.00	10005185	520006	Open PO - ENG Plan Review Serv Engineering Services			
Invoice: 4					11/30/2017 21800493 031418ap			650.00
		650.00	10005180	520037	ELECTRICAL PLAN REVIEW Professional Services General			
					CHECK	113434	TOTAL:	1,850.00
113435	03/14/2018 PRTD	3107	CALMAT CO	80409494	02/26/2018 21800194 031418ap			381.91
Invoice: 80409494		381.91	38103202	520502	OPEN PO FY17-18 Patching Mix, Street Overlay R & M			
Invoice: 80408876					02/23/2018 21800194 031418ap			381.91
		381.91	38103202	520502	OPEN PO FY17-18 Patching Mix, Street Overlay R & M			

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				CHECK	113435 TOTAL:	763.82
113436 03/14/2018 PRD	1284 CEMEX	9437153234	02/13/2018 21800122 031418ap			364.31
Invoice: 9437153234			OPEN PO FY 17-18 Cement, Truck			
		364.31 38103202 520502	Street Overlay R & M			
Invoice: 9437203139	CEMEX	9437203139	02/22/2018 21800122 031418ap			716.21
		716.21 38103202 520502	OPEN PO FY 17-18 Cement, Truck			
			Street Overlay R & M			
Invoice: 9437197671	CEMEX	9437197671	02/21/2018 21800122 031418ap			982.52
		982.52 38103202 520502	OPEN PO FY 17-18 Cement, Truck			
			Street Overlay R & M			
				CHECK	113436 TOTAL:	2,063.04
113437 03/14/2018 PRD	1286 CENTERLINE SUPPLY WEST	80364	09/19/2017 21800344 031418ap			237.56
Invoice: 80364			MARKERS, PLAQUES AND TRAFFIC C			
		237.56 38103202 521502	Program Supplies/Equipment			
				CHECK	113437 TOTAL:	237.56
113438 03/14/2018 PRD	3021 CINTAS CORPORATION NO 3	4004111778	03/01/2018 21800349 031418ap			6.98
Invoice: 4004111778			OPEN PO UNIFORM RENTAL			
		6.98 40053205 521922	Uniforms			
Invoice: 4004111863	CINTAS CORPORATION NO 3	4004111863	03/01/2018 21800349 031418ap			46.90
		46.90 10003171 521922	OPEN PO UNIFORM RENTAL			
			Uniforms			
				CHECK	113438 TOTAL:	53.88
113439 03/14/2018 PRD	1303 COLORADO ELECTRIC SUPPLY	36561	02/19/2018 21800253 031418ap			803.11
Invoice: 36561			FACILITIES - LIGHTING/ELECTRIC			
		803.11 10003170 520506	Repair and Replace			
				CHECK	113439 TOTAL:	803.11
113440 03/14/2018 PRD	5010 CIVTECH, INC.	163645	03/09/2018 21800749 031418ap			2,100.00
Invoice: 163645			ENGINEERING SERVICES, PROFESSI			
		2,100.00 10005185 520037	Professional Services General			
				CHECK	113440 TOTAL:	2,100.00



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113441 03/14/2018 PRD	5299 COLT CONCRETE LLC	307	03/07/2018 21800798 031418ap	20,000.00
Invoice: 307			DIRT REMOVAL / CONCRETE INSTALL	
	20,000.00 10003170 520600		Swimming Pool R & M	
			CHECK 113441 TOTAL:	20,000.00
113442 03/14/2018 PRD	1320 COMMERCIAL REFRIGERATION SERVICE, 56400		02/15/2018 21800185 031418ap	483.34
Invoice: 56400			FACILITIES - MAINTENANCE OF IC	
	483.34 10003170 520506		Repair and Replace	
			CHECK 113442 TOTAL:	483.34
113443 03/14/2018 PRD	1367 DIBBLE & ASSOCIATES CONSULTING EN 252742		01/09/2018 031418ap	385.00
Invoice: 252742			survey services	
	385.00 10005185 520037		Professional Services General	
			CHECK 113443 TOTAL:	385.00
113444 03/14/2018 PRD	3032 ECD SYSTEMS LLC	889974	03/01/2018 21800139 031418ap	26.00
Invoice: 889974			SUNDANCE CROSSINGS FIRE SYSTEM	
	26.00 30903170 520037		Professional Services General	
Invoice: 889973	ECD SYSTEMS LLC	889973	03/01/2018 21800139 031418ap	26.00
			SUNDANCE CROSSINGS FIRE SYSTEM	
	26.00 30903170 520037		Professional Services General	
Invoice: 889972	ECD SYSTEMS LLC	889972	03/01/2018 21800139 031418ap	26.00
			SUNDANCE CROSSINGS FIRE SYSTEM	
	26.00 30903170 520037		Professional Services General	
Invoice: 889975	ECD SYSTEMS LLC	889975	03/01/2018 21800155 031418ap	26.00
			CITYWIDE- FIRE & RADIO MONITOR	
	26.00 10003170 520506		Repair and Replace	
Invoice: 889971	ECD SYSTEMS LLC	889971	03/01/2018 21800155 031418ap	26.00
			CITYWIDE- FIRE & RADIO MONITOR	
	26.00 10003170 520506		Repair and Replace	
Invoice: 889970	ECD SYSTEMS LLC	889970	03/01/2018 21800155 031418ap	26.00
			CITYWIDE- FIRE & RADIO MONITOR	
	26.00 10003170 520506		Repair and Replace	
Invoice: 889981	ECD SYSTEMS LLC	889981	03/01/2018 21800155 031418ap	44.00
			CITYWIDE- FIRE & RADIO MONITOR	
	44.00 10003170 520506		Repair and Replace	
Invoice: 889980	ECD SYSTEMS LLC	889980	03/01/2018 21800155 031418ap	44.00
			CITYWIDE- FIRE & RADIO MONITOR	

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		44.00	10003170	520506	Repair and Replace		
Invoice: 889979	ECD SYSTEMS LLC	889979			03/01/2018 21800155 031418ap	26.00	
		26.00	10003170	520506	CITYWIDE- FIRE & RADIO MONITOR		
					Repair and Replace		
Invoice: 889978	ECD SYSTEMS LLC	889978			03/01/2018 21800155 031418ap	44.00	
		44.00	10003170	520506	CITYWIDE- FIRE & RADIO MONITOR		
					Repair and Replace		
Invoice: 889977	ECD SYSTEMS LLC	889977			03/01/2018 21800155 031418ap	46.00	
		46.00	10003170	520506	CITYWIDE- FIRE & RADIO MONITOR		
					Repair and Replace		
Invoice: 889976	ECD SYSTEMS LLC	889976			03/01/2018 21800155 031418ap	44.00	
		44.00	10003170	520506	CITYWIDE- FIRE & RADIO MONITOR		
					Repair and Replace		
					CHECK 113444 TOTAL:	404.00	
113445 03/14/2018 PRD	1032 A TO Z EQUIPMENT RENTALS & SALES w06440				01/23/2018 21800119 031418ap	118.55	
Invoice: w06440		118.55	38103202	520502	Open PO for Road and Highway E		
					Street Overlay R & M		
					CHECK 113445 TOTAL:	118.55	
113446 03/14/2018 PRD	1414 EWING IRRIGATION PRODUCTS INC 4761937				02/07/2018 21800787 031418ap	122.94	
Invoice: 4761937		122.94	10004155	521502	REPLACES PO#21800519		
					Program Supplies/Equipment		
Invoice: 4795244	EWING IRRIGATION PRODUCTS INC 4795244				02/14/2018 21800787 031418ap	56.92	
		56.92	10004155	521502	REPLACES PO#21800519		
					Program Supplies/Equipment		
Invoice: 4795245	EWING IRRIGATION PRODUCTS INC 4795245				02/14/2018 21800787 031418ap	10.93	
		10.93	10004155	521502	REPLACES PO#21800519		
					Program Supplies/Equipment		
Invoice: 4795247	EWING IRRIGATION PRODUCTS INC 4795247				02/14/2018 21800787 031418ap	170.25	
		170.25	10004155	521502	REPLACES PO#21800519		
					Program Supplies/Equipment		
Invoice: cm4773996	EWING IRRIGATION PRODUCTS INC cm4773996				02/09/2018 21800787 031418ap	-367.77	
		-367.77	10004155	521502	REPLACES PO#21800519		
					Program Supplies/Equipment		
Invoice: 4795246	EWING IRRIGATION PRODUCTS INC 4795246				02/14/2018 21800121 031418ap	629.91	
		629.91	38103202	520035	OPEN PO FY 17-18 City Facility		
					Landscaping		

HENRY SCHEIN INC	50358451	02/12/2018 21800174 031418ap	248.47
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Invoice: 50358451		248.47	10002140	522153	Open PO for Medical Supplies P Medical Supplies				
					CHECK	113451	TOTAL:		677.93
113452	03/14/2018 PRD	1513	HILL BROTHERS CHEMICAL COMPANY	4445217	03/07/2018	21800180	031418ap		912.24
	Invoice: 4445217			912.24	40003218	521540	CHEMICALS TO TREAT AND DISINFE Chemicals		
	Invoice: 4445218		HILL BROTHERS CHEMICAL COMPANY	4445218	03/07/2018	21800180	031418ap		377.93
				377.93	40003213	521540	CHEMICALS TO TREAT AND DISINFE Chemicals		
	Invoice: 4445219		HILL BROTHERS CHEMICAL COMPANY	4445219	03/07/2018	21800180	031418ap		130.32
				130.32	40003216	521540	CHEMICALS TO TREAT AND DISINFE Chemicals		
							CHECK	113452	TOTAL: 1,420.49
113453	03/14/2018 PRD	1662	JENI MC CUTCHEON, PSY.D., P.L.L.C.	1094	02/28/2018	21800229	031418ap		800.00
	Invoice: 1094			800.00	10002121	523027	PSYCHOLOGICAL EXAMS Recruitment		
							CHECK	113453	TOTAL: 800.00
113454	03/14/2018 PRD	1622	LOOMIS	12176678	02/28/2018	21800199	031418ap		393.31
	Invoice: 12176678			393.31	10002120	520037	Armored Car Services Professional Services General		
							CHECK	113454	TOTAL: 393.31
113455	03/14/2018 PRD	1665	MESA PD SWAT TEAM	registration 3/18	03/13/2018		031418ap		800.00
	Invoice: registration 3/18			800.00	10002121	526110	reg. for Haley, Branston, Nevin and Woliver Conference and Seminars		
							CHECK	113455	TOTAL: 800.00
113456	03/14/2018 PRD	5741	MICHAEL WILSON KELLY-ARCHITECTS L	20170405	03/06/2018	21800454	031418ap		3,877.74
	Invoice: 20170405			3,877.74	40003210	543024	CIP Water Admin Bldg. Remodel Water Resources Admin Bldg		
							CHECK	113456	TOTAL: 3,877.74
113457	03/14/2018 PRD	1706	NATIONAL METER & AUTOMATION	s1095399001	02/25/2018	21800401	031418ap		1,815.09
	Invoice: s1095399001			1,815.09	40003351	520575	PURCHASE AND MAINTENANCE OF WA Water Meters R & M		

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE INV DATE PO CHECK NET

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Invoice: s1095981001	NATIONAL METER & AUTOMATION	s1095981001	03/01/2018 21800401	031418ap	6,374.68
	6,374.68 40003351 520575		PURCHASE AND MAINTENANCE OF WA		
			Water Meters R & M		
Invoice: s1091303001	NATIONAL METER & AUTOMATION	s1091303001	02/27/2018 21800528	031418ap	14,902.05
	14,902.05 40003351 520575		PURCHASE AND MAINTENANCE OF WA		
			Water Meters R & M		
Invoice: s1091303003	NATIONAL METER & AUTOMATION	s1091303003	02/28/2018 21800528	031418ap	10,537.66
	10,537.66 40003351 520575		PURCHASE AND MAINTENANCE OF WA		
			Water Meters R & M		
Invoice: s1092569001	NATIONAL METER & AUTOMATION	s1092569001	12/04/2017 21800169	031418ap	5,241.93
	5,241.93 40003351 520575		PURCHASE OF METERS RESIDENTIAL		
			Water Meters R & M		
Invoice: s1093829001	NATIONAL METER & AUTOMATION	s1093829001	02/08/2018 21800756	031418ap	70,216.73
	70,216.73 40003351 520575		PURCHASE OF WATER METERS FOR R		
			Water Meters R & M		
			CHECK	113457 TOTAL:	109,088.14
113458 03/14/2018 PRTD 999998 BUCKEYE MUNICIPAL COURT	dso monies	03/08/18 03/13/2018	031418ap		172.83
Invoice: dso monies 03/08/18	172.83 1000 158000	dso monies sent to NBA instead of Chase 3/08/18			
			Suspense		
			CHECK	113458 TOTAL:	172.83
113459 03/14/2018 PRTD 999998 BUCKEYE MUNICIPAL COURT	dso monies rec'd	03/12/2018	031418ap		211.16
Invoice: dso monies rec'd	211.16 1000 158000	dso monies red'd for court erroneously, 03/07/18			
			Suspense		
			CHECK	113459 TOTAL:	211.16
113460 03/14/2018 PRTD 999998 Ruben Guillen	9366	03/08/2018	031418ap		65.00
Invoice: 9366	40.00 10001110 440010	Refund for BL# 9366-Business not permissible			
	25.00 10001110 440011	Occupational Licenses			
		License Applic/Reinstate Fee			
			CHECK	113460 TOTAL:	65.00
113461 03/14/2018 PRTD 5338 OVERDRIVE, INC	03880da18042116	03/06/2018 21800499	031418ap		60.00
Invoice: 03880da18042116	60.00 10004151 521550	eBooks platform and materials			
		Books - Library			

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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CHECK 113461 TOTAL: 60.00

113462 03/14/2018 PRD	5485 PALADIN DATA SYSTEMS CORPORATION	2401391	02/28/2018 21800691 031418ap	1,760.00
Invoice: 2401391			DATA PROCESSING, COMPUTER, PRO	
	1,760.00 10005180 520037		Professional Services General	

CHECK 113462 TOTAL: 1,760.00

113463 03/14/2018 PRD	3024 PBC PHOENIX INC	388595	02/28/2018 21800225 031418ap	635.75
Invoice: 388595			WATER RESOURCES - CUSTODIAL SE	
	635.75 40003210 520019		Custodial Contract (PW)	

Invoice: 388593	PBC PHOENIX INC	388593	02/28/2018 21800115 031418ap	5,318.66
			SUNDANCE CROSSINGS - Janitoria	
	5,318.66 30903170 520019		Custodial Contract (PW)	

Invoice: 388594	PBC PHOENIX INC	388594	02/28/2018 21800154 031418ap	213.76
			AIRPORT- Janitorial/Custodial	
	213.76 40103200 520019		Custodial Contract (PW)	

Invoice: 388591	PBC PHOENIX INC	388591	02/28/2018 21800226 031418ap	777.29
			COMMUNITY CENTER - CUSTODIAL S	
	777.29 35754150 520019		Custodial Contract (PW)	

Invoice: 388597	PBC PHOENIX INC	388597	02/28/2018 21800227 031418ap	388.80
			BUILDING MAINTENANCE, INSTALLA	
	388.80 10003170 520019		Custodial Contract (PW)	

Invoice: 388592	PBC PHOENIX INC	388592	02/28/2018 21800227 031418ap	8,525.20
			BUILDING MAINTENANCE, INSTALLA	
	8,525.20 10003170 520019		Custodial Contract (PW)	

Invoice: 388596	PBC PHOENIX INC	388596	02/28/2018 21800227 031418ap	1,867.50
			BUILDING MAINTENANCE, INSTALLA	
	1,867.50 10003170 520019		Custodial Contract (PW)	

Invoice: 388599	PBC PHOENIX INC	388599	02/28/2018 21800227 031418ap	656.10
			BUILDING MAINTENANCE, INSTALLA	
	656.10 10003170 520019		Custodial Contract (PW)	

CHECK 113463 TOTAL: 18,383.06

113464 03/14/2018 PRD	1822 RAINFOREST PLUMBING & AIR	470924	02/08/2018 21800310 031418ap	1,274.99
Invoice: 470924			FACILITIES - CITYWIDE HVAC REP	
	1,274.99 10003170 520506		Repair and Replace	

CHECK 113464 TOTAL: 1,274.99

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113465	03/14/2018	PRTD	5646	REGIONAL PUBLIC TRANSPORTATION AU 18210	18210	03/01/2018	031418ap	2,917.50
	Invoice: 18210					rt 685 rural circulator serv. Mar. 2018		
				2,917.50	50263170 521502	Program Supplies/Equipment		
						CHECK	113465 TOTAL:	2,917.50
113466	03/14/2018	PRTD	2142	RICHARD TODD	2/20/18	02/20/2018	031418ap	94.53
	Invoice: 2/20/18					Reimbursement for refreshments at air fair		
				94.53	10002121 521504	Community Policing Supplies		
						CHECK	113466 TOTAL:	94.53
113467	03/14/2018	PRTD	5194	RICOH USA, INC.	09025466323	02/05/2018 21800824	031418ap	12,073.45
	Invoice: 09025466323					OPEN PO FOR CONTRACTUAL SERVIC		
				12,073.45	10001189 520037	Professional Services General		
	Invoice: 09025860290					03/05/2018 21800824	031418ap	13,144.65
						OPEN PO FOR CONTRACTUAL SERVIC		
				13,144.65	10001189 520037	Professional Services General		
						CHECK	113467 TOTAL:	25,218.10
113468	03/14/2018	PRTD	5974	SENERGY PETROLEUM, LLC	425725	02/06/2018 21800673	031418ap	1,926.59
	Invoice: 425725					Fuel for vehicles/equipment		
				1,627.75	10002121 521508	Automotive Expenses		
				298.84	10002140 521508	Automotive Expenses		
	Invoice: 425729					02/08/2018 21800673	031418ap	1,435.36
						Fuel for vehicles/equipment		
				1,085.24	10002121 521508	Automotive Expenses		
				350.12	10002140 521508	Automotive Expenses		
	Invoice: 431814					03/08/2018 21800673	031418ap	1,809.45
						Fuel for vehicles/equipment		
				1,689.95	10002121 521508	Automotive Expenses		
				119.50	10002140 521508	Automotive Expenses		
	Invoice: 430596					03/05/2018 21800673	031418ap	1,149.84
						Fuel for vehicles/equipment		
				844.44	10002121 521508	Automotive Expenses		
				305.40	10002140 521508	Automotive Expenses		
	Invoice: 430599					03/05/2018 21800673	031418ap	752.91
						Fuel for vehicles/equipment		
				123.12	10002121 521508	Automotive Expenses		
				629.79	10002140 521508	Automotive Expenses		
						03/01/2018 21800673	031418ap	1,250.47

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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Invoice: 430595

1,131.38 10002121 521508
119.09 10002140 521508

Fuel for vehicles/equipment
Automotive Expenses
Automotive Expenses

Invoice: 430597

SENERGY PETROLEUM, LLC

430597

361.90 10002121 521508
120.63 10002140 521508

03/01/2018 21800673 031418ap
Fuel for vehicles/equipment
Automotive Expenses
Automotive Expenses

482.53

Invoice: 428518

SENERGY PETROLEUM, LLC

428518

305.25 10002121 521508
298.04 10002140 521508

02/26/2018 21800673 031418ap
Fuel for vehicles/equipment
Automotive Expenses
Automotive Expenses

603.29

Invoice: 428509

SENERGY PETROLEUM, LLC

428509

1,659.71 10002121 521508
394.91 10002140 521508

02/26/2018 21800673 031418ap
Fuel for vehicles/equipment
Automotive Expenses
Automotive Expenses

2,054.62

Invoice: 428507

SENERGY PETROLEUM, LLC

428507

1,854.10 10002121 521508
533.05 10002140 521508

02/22/2018 21800673 031418ap
Fuel for vehicles/equipment
Automotive Expenses
Automotive Expenses

2,387.15

Invoice: 428515

SENERGY PETROLEUM, LLC

428515

666.27 10002121 521508
131.31 10002140 521508

02/22/2018 21800673 031418ap
Fuel for vehicles/equipment
Automotive Expenses
Automotive Expenses

797.58

Invoice: 428521

SENERGY PETROLEUM, LLC

428521

1,733.21 10002121 521508
558.82 10002140 521508

02/20/2018 21800673 031418ap
Fuel for vehicles/equipment
Automotive Expenses
Automotive Expenses

2,292.03

Invoice: 427480

SENERGY PETROLEUM, LLC

427480

1,085.20 10002121 521508
288.71 10002140 521508

02/19/2018 21800673 031418ap
Fuel for vehicles/equipment
Automotive Expenses
Automotive Expenses

1,373.91

Invoice: 427486

SENERGY PETROLEUM, LLC

427486

277.96 10002121 521508
262.69 10002140 521508

02/19/2018 21800673 031418ap
Fuel for vehicles/equipment
Automotive Expenses
Automotive Expenses

540.65

Invoice: 427483

SENERGY PETROLEUM, LLC

427483

300.58 10002121 521508
294.24 10002140 521508

02/15/2018 21800673 031418ap
Fuel for vehicles/equipment
Automotive Expenses
Automotive Expenses

594.82

Invoice: 427468

SENERGY PETROLEUM, LLC

427468

1,659.80 10002121 521508

02/15/2018 21800673 031418ap
Fuel for vehicles/equipment
Automotive Expenses

1,932.72



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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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		272.92	10002140	521508	Automotive Expenses		
Invoice: 425730	SENERGY PETROLEUM, LLC	425730			02/12/2018 21800673 031418ap	2,126.68	
		1,653.90	10002121	521508	Fuel for vehicles/equipment		
		472.78	10002140	521508	Automotive Expenses		
					Automotive Expenses		
Invoice: 425734	SENERGY PETROLEUM, LLC	425734			02/12/2018 21800673 031418ap	676.22	
		378.62	10002121	521508	Fuel for vehicles/equipment		
		297.60	10002140	521508	Automotive Expenses		
					Automotive Expenses		
Invoice: 425731	SENERGY PETROLEUM, LLC	425731			02/08/2018 21800673 031418ap	750.26	
		209.27	10002121	521508	Fuel for vehicles/equipment		
		540.99	10002140	521508	Automotive Expenses		
					Automotive Expenses		
					CHECK 113468 TOTAL:	24,937.08	
113469 03/14/2018 PRTD	5318 SOLENIS LLC	131278934			03/08/2018 21800348 031418ap	1,292.54	
Invoice: 131278934					POLYMER CHEMICALS FOR SLUDGE D		
		1,292.54	40013223	521540	Chemicals		
					CHECK 113469 TOTAL:	1,292.54	
113470 03/14/2018 PRTD	5971 STANLEY CONSULTANTS, INC.	203354			03/05/2018 21800671 031418ap	7,900.09	
Invoice: 203354					ENGINEERING SERVICES, PROFESSI		
		7,900.09	10005185	520037	Professional Services General		
					CHECK 113470 TOTAL:	7,900.09	
113471 03/14/2018 PRTD	1971 SUPERIOR COURT OF ARIZONA	AJSM2160101201801312			03/14/2018 2180131202/21/2018 031418ap	334.40	
Invoice: AJSM2160101201801312					AJ-SM-216-0101201801312018N		
		334.40	10002120	520037	Professional Services General		
					CHECK 113471 TOTAL:	334.40	
113472 03/14/2018 PRTD	5542 THE LUNSFORD GROUP LLC	1032			03/08/2018 21800648 031418ap	5,000.00	
Invoice: 1032					Professional Services - 2018 G		
		5,000.00	10001101	520047	Government Relations Program		
					CHECK 113472 TOTAL:	5,000.00	
113473 03/14/2018 PRTD	2008 TRAFFICADE SIGNS & SALES, INC	1406564			02/15/2018 21800092 031418ap	1,561.08	
Invoice: 1406564					TRAFFIC CONTROL AND BARRICADE		
		1,561.08	40003350	521514	Water Distrib System R&M		

VERN LEWIS WELDING SUPPLY INC	r102180184	02/28/2018 21800045 031418ap	42.44
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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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Invoice: r102180184		42.44	10002140	522153	Open PO for Medical Oxygen and Medical Supplies			
					CHECK	113480	TOTAL:	113.17
113481	03/14/2018 PRD	2071	W.W. GRAINGER, INC	9722675973	03/09/2018	21800289	031418ap	313.01
	Invoice: 9722675973	313.01	40013221	520540	OPERATIONAL AND SAFETY TOOLS A			
					Wastewater Plant R & M			
					03/09/2018	21800289	031418ap	17.83
	Invoice: 9722675965	17.83	40013221	520540	OPERATIONAL AND SAFETY TOOLS A			
					Wastewater Plant R & M			
					CHECK	113481	TOTAL:	330.84
113482	03/14/2018 PRD	2101	WESTERN MARICOPA COALITION INC	2294	03/01/2018	21800786	031418ap	2,500.00
	Invoice: 2294	2,500.00	10001187	526120	Retrieval Services, Informatio			
					Dues and Subscription			
					CHECK	113482	TOTAL:	2,500.00
113483	03/14/2018 PRD	5126	WORKHORSE DIVING & SALVAGE	181009	02/20/2018	21800715	031418ap	5,300.00
	Invoice: 181009	5,300.00	40003212	520577	DIVE CLEAN INSPECT RESERVOIRS			
					Reservoir/Booster Maint/Repair			
					CHECK	113483	TOTAL:	5,300.00
113484	03/14/2018 PRD	5256	ZUMAR INDUSTRIES, INC.	3455	02/14/2018	21800352	031418ap	570.54
	Invoice: 3455	570.54	38103202	521715	OPEN PO FY17-18 SIGNS/MARKINGS			
					Signs & Markings			
					02/20/2018	21800352	031418ap	23.77
	Invoice: 3461	23.77	38103202	521715	OPEN PO FY17-18 SIGNS/MARKINGS			
					Signs & Markings			
					CHECK	113484	TOTAL:	594.31
113485	03/14/2018 PRD	1605	LAYER 8, LLC	1427	02/14/2018	21800818	31418ap	4,930.00
	Invoice: 1427	4,930.00	10001189	520018	CONSULTING SERVICES			
					General Contractual Services			
					03/07/2018	21800818	31418ap	3,910.00
	Invoice: 1426	3,910.00	10001189	520018	CONSULTING SERVICES			
					General Contractual Services			

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	CHECK	113485 TOTAL:	8,840.00
NUMBER OF CHECKS	64	*** CASH ACCOUNT TOTAL ***	340,814.10
	COUNT	AMOUNT	
TOTAL PRINTED CHECKS	64	340,814.10	
	*** GRAND TOTAL ***		340,814.10

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JOURNAL ENTRIES TO BE CREATED

CLERK: ptulkan

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2018	9	253									
APP	4000-201000							Accounts Payable		137,353.57	
	03/14/2018	031418ap	ap0314					AP CASH DISBURSEMENTS JOURNAL			
APP	9999-104000							Cash in Bank - Checking			340,814.10
	03/14/2018	031418ap	ap0314					AP CASH DISBURSEMENTS JOURNAL			
APP	1000-201000							Accounts Payable		143,724.57	
	03/14/2018	031418ap	ap0314					AP CASH DISBURSEMENTS JOURNAL			
APP	4001-201000							Accounts Payable		32,397.94	
	03/14/2018	031418ap	ap0314					AP CASH DISBURSEMENTS JOURNAL			
APP	3577-201000							Accounts Payable		79.20	
	03/14/2018	031418ap	ap0314					AP CASH DISBURSEMENTS JOURNAL			
APP	5001-201000							Accounts Payable		195.42	
	03/14/2018	031418ap	ap0314					AP CASH DISBURSEMENTS JOURNAL			
APP	8000-201000							Accounts Payable		8,229.40	
	03/14/2018	031418ap	ap0314					AP CASH DISBURSEMENTS JOURNAL			
APP	3810-201000							Accounts Payable		8,935.01	
	03/14/2018	031418ap	ap0314					AP CASH DISBURSEMENTS JOURNAL			
APP	4005-201000							Accounts Payable		593.78	
	03/14/2018	031418ap	ap0314					AP CASH DISBURSEMENTS JOURNAL			
APP	3090-201000							Accounts Payable		5,396.66	
	03/14/2018	031418ap	ap0314					AP CASH DISBURSEMENTS JOURNAL			
APP	4010-201000							Accounts Payable		213.76	
	03/14/2018	031418ap	ap0314					AP CASH DISBURSEMENTS JOURNAL			
APP	3575-201000							Accounts Payable		777.29	
	03/14/2018	031418ap	ap0314					AP CASH DISBURSEMENTS JOURNAL			
APP	5026-201000							Accounts Payable		2,917.50	
	03/14/2018	031418ap	ap0314					AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL										340,814.10	340,814.10
APP	9999-201010							DT DF		340,814.10	
	03/14/2018	031418ap	ap0314								
APP	4000-101010							Pooled Cash Equity			137,353.57
	03/14/2018	031418ap	ap0314								
APP	1000-101010							Pooled Cash Equity			143,724.57
	03/14/2018	031418ap	ap0314								
APP	4001-101010							Pooled Cash Equity			32,397.94
	03/14/2018	031418ap	ap0314								
APP	3577-101010							Pooled Cash Equity			79.20
	03/14/2018	031418ap	ap0314								
APP	5001-101010							Pooled Cash Equity			195.42
	03/14/2018	031418ap	ap0314								
APP	8000-101010							Pooled Cash Equity			8,229.40
	03/14/2018	031418ap	ap0314								
APP	3810-101010							Pooled Cash Equity			8,935.01
	03/14/2018	031418ap	ap0314								
APP	4005-101010							Pooled Cash Equity			593.78

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JOURNAL ENTRIES TO BE CREATED

YEAR PER	JNL								
SRC ACCOUNT									
EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT	
03/14/2018	031418ap	ap0314							
APP 3090-101010					Pooled Cash Equity			5,396.66	
03/14/2018	031418ap	ap0314							
APP 4010-101010					Pooled Cash Equity			213.76	
03/14/2018	031418ap	ap0314							
APP 3575-101010					Pooled Cash Equity			777.29	
03/14/2018	031418ap	ap0314							
APP 5026-101010					Pooled Cash Equity			2,917.50	
03/14/2018	031418ap	ap0314							
SYSTEM GENERATED ENTRIES TOTAL							340,814.10	340,814.10	
JOURNAL 2018/09/253 TOTAL							681,628.20	681,628.20	

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FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1000 General Fund 1000-101010 1000-201000	2018 9	253	03/14/2018	Pooled Cash Equity Accounts Payable	143,724.57	143,724.57
				FUND TOTAL	143,724.57	143,724.57
3090 Sundance Crossings 3090-101010 3090-201000	2018 9	253	03/14/2018	Pooled Cash Equity Accounts Payable	5,396.66	5,396.66
				FUND TOTAL	5,396.66	5,396.66
3575 Area Agency on Aging 3575-101010 3575-201000	2018 9	253	03/14/2018	Pooled Cash Equity Accounts Payable	777.29	777.29
				FUND TOTAL	777.29	777.29
3577 Nuclear Emergency Management 3577-101010 3577-201000	2018 9	253	03/14/2018	Pooled Cash Equity Accounts Payable	79.20	79.20
				FUND TOTAL	79.20	79.20
3810 Highway User Revenue Fund 3810-101010 3810-201000	2018 9	253	03/14/2018	Pooled Cash Equity Accounts Payable	8,935.01	8,935.01
				FUND TOTAL	8,935.01	8,935.01
4000 Water Utility Fund 4000-101010 4000-201000	2018 9	253	03/14/2018	Pooled Cash Equity Accounts Payable	137,353.57	137,353.57
				FUND TOTAL	137,353.57	137,353.57
4001 Wastewater Fund 4001-101010 4001-201000	2018 9	253	03/14/2018	Pooled Cash Equity Accounts Payable	32,397.94	32,397.94
				FUND TOTAL	32,397.94	32,397.94
4005 Environmental Services 4005-101010 4005-201000	2018 9	253	03/14/2018	Pooled Cash Equity Accounts Payable	593.78	593.78
				FUND TOTAL	593.78	593.78
4010 Airport Fund	2018 9	253	03/14/2018			

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JOURNAL ENTRIES TO BE CREATED

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FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
4010-101010				Pooled Cash Equity		213.76
4010-201000				Accounts Payable	213.76	
				FUND TOTAL	213.76	213.76
5001 Cemetery Improvement Fund	2018 9	253	03/14/2018			
5001-101010				Pooled Cash Equity		195.42
5001-201000				Accounts Payable	195.42	
				FUND TOTAL	195.42	195.42
5026 Transportation Master Plan	2018 9	253	03/14/2018			
5026-101010				Pooled Cash Equity		2,917.50
5026-201000				Accounts Payable	2,917.50	
				FUND TOTAL	2,917.50	2,917.50
8000 Sundance CFD O&M	2018 9	253	03/14/2018			
8000-101010				Pooled Cash Equity		8,229.40
8000-201000				Accounts Payable	8,229.40	
				FUND TOTAL	8,229.40	8,229.40
9999 Pooled Cash	2018 9	253	03/14/2018			
9999-104000				Cash in Bank - Checking		340,814.10
9999-201010				DT DF	340,814.10	
				FUND TOTAL	340,814.10	340,814.10



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City of Buckeye, AZ - LIVE
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JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
1000 General Fund		143,724.57
3090 Sundance Crossings		5,396.66
3575 Area Agency on Aging		777.29
3577 Nuclear Emergency Management		79.20
3810 Highway User Revenue Fund		8,935.01
4000 Water Utility Fund		137,353.57
4001 Wastewater Fund		32,397.94
4005 Environmental Services		593.78
4010 Airport Fund		213.76
5001 Cemetery Improvement Fund		195.42
5026 Transportation Master Plan		2,917.50
8000 Sundance CFD O&M		8,229.40
9999 Pooled Cash	340,814.10	
	<hr/>	<hr/>
TOTAL	340,814.10	340,814.10

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Processing Invoices



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City of Buckeye, AZ - LIVE
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P 1
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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE

INV DATE

PO

CHECK

NET

INVOICE DTL DESC

113486 03/19/2018 PRTD Invoice: 022818	1030 501 MONROE LLC	022818	03/19/2018	031918r	222.50
			car washes / fuel		
		15.00 10002121 521508	Automotive Expenses		
		25.00 10005180 521508	Automotive Expenses		
		5.00 35754150 523022	Transportation		
		5.00 40013220 521508	Automotive Expenses		
		5.00 40003210 521508	Automotive Expenses		
		59.25 40013220 521510	Postage and Freight		
		103.25 10001112 521508	Automotive Expenses		
		5.00 10005185 521508	Automotive Expenses		
			CHECK	113486 TOTAL:	222.50
113487 03/19/2018 PRTD Invoice: Mar2018	1333 COX BUSINESS	Mar2018	03/19/2018	031918r	15,092.89
			acct 0018501152148801		
		13,270.30 10001189 520032	Telecom Services		
		924.31 10002121 520041	RWC Subscriber Fees		
		311.53 40003213 526025	Telephone		
		313.74 40003214 526025	Telephone		
		273.01 40003215 526025	Telephone		
			CHECK	113487 TOTAL:	15,092.89
113488 03/19/2018 PRTD Invoice: 11286867	1589 KRONOS INCORPORATED	11286867	03/19/2018	031918r	252.85
		252.85 10001189 520032	TELESTAFF FIRE SERVICE 341		
			Telecom Services		
Invoice: 11289060	KRONOS INCORPORATED	11289060	03/19/2018	031918r	90.59
		90.59 10001189 520032	TELESTAFF POLICE SERVICE 343		
			Telecom Services		
			CHECK	113488 TOTAL:	343.44
113489 03/19/2018 PRTD Invoice: 031918	5978 NEOFUNDS BY NEOPOST	031918	03/19/2018	031918r	1,550.00
		1,550.00 10001110 521510	postage by phone		
			Postage and Freight		
			CHECK	113489 TOTAL:	1,550.00
113490 03/19/2018 PRTD Invoice: 22818	1520 HOMETOWN TRUE VALUE HARDWARE	22818	03/19/2018	031918r	4,766.50
			misc supplies for city jobs		
		109.37 10003170 520506	Repair and Replace		
		69.93 10003170 520600	Swimming Pool R & M		
		36.67 10003171 521502	Program Supplies/Equipment		
		3,038.23 10004155 521502	Program Supplies/Equipment		
		13.51 38103202 521726	Sweeper Parts		
		55.72 38103202 521502	Program Supplies/Equipment		
		669.87 40003350 521514	Water Distrib System R&M		

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE INV DATE PO CHECK NET

INVOICE DTL DESC

184.65	40003211	520586	Irrigation Systems Parts/Mater
104.04	40013221	520540	Wastewater Plant R & M
85.25	40003351	520575	Water Meters R & M
105.31	40013221	520506	Repair and Replace
90.12	40013225	520580	Tartesso WRF O&M
203.83	40013222	520543	WW R&M

CHECK 113490 TOTAL: 4,766.50

113491 03/19/2018 PRD 1291 CENTURY LINK
Invoice: 2018 March

2018 March

03/19/2018 031918r 815.82
acct j6231114146812m

480.19	40003213	526025	Telephone
335.63	40003218	526025	Telephone

Invoice: 030118 CENTURY LINK

030118

03/19/2018 031918r 1,016.46
j6231114144684m

106.29	40013225	526025	Telephone
363.07	40013221	526025	Telephone
323.69	40013223	526025	Telephone
223.41	40013222	526025	Telephone

Invoice: March 2018 CENTURY LINK

March 2018

03/19/2018 031918r 3,852.65
acct j6231114145788m
Telecom Services

3,852.65 10001189 520032

CHECK 113491 TOTAL: 5,684.93

NUMBER OF CHECKS 6 *** CASH ACCOUNT TOTAL *** 27,660.26

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	6	27,660.26

*** GRAND TOTAL *** 27,660.26



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JOURNAL ENTRIES TO BE CREATED

CLERK: ptulkan

YEAR PER JNL
SRC ACCOUNT
EFF DATE

JNL DESC

REF 1

REF 2

REF 3

ACCOUNT DESC
LINE DESC

T OB

DEBIT

CREDIT

2018	9	369								
APP	1000-201000						Accounts Payable	23,343.15		
	03/19/2018	031918r	r0319				AP CASH DISBURSEMENTS JOURNAL			
APP	9999-104000						Cash in Bank - Checking		27,660.26	
	03/19/2018	031918r	r0319				AP CASH DISBURSEMENTS JOURNAL			
APP	3575-201000						Accounts Payable	5.00		
	03/19/2018	031918r	r0319				AP CASH DISBURSEMENTS JOURNAL			
APP	4001-201000						Accounts Payable	1,584.01		
	03/19/2018	031918r	r0319				AP CASH DISBURSEMENTS JOURNAL			
APP	4000-201000						Accounts Payable	2,658.87		
	03/19/2018	031918r	r0319				AP CASH DISBURSEMENTS JOURNAL			
APP	3810-201000						Accounts Payable	69.23		
	03/19/2018	031918r	r0319				AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								27,660.26	27,660.26	
APP	9999-201010						DT DF	27,660.26		
	03/19/2018	031918r	r0319							
APP	1000-101010						Pooled Cash Equity		23,343.15	
	03/19/2018	031918r	r0319							
APP	3575-101010						Pooled Cash Equity		5.00	
	03/19/2018	031918r	r0319							
APP	4001-101010						Pooled Cash Equity		1,584.01	
	03/19/2018	031918r	r0319							
APP	4000-101010						Pooled Cash Equity		2,658.87	
	03/19/2018	031918r	r0319							
APP	3810-101010						Pooled Cash Equity		69.23	
	03/19/2018	031918r	r0319							
SYSTEM GENERATED ENTRIES TOTAL								27,660.26	27,660.26	
JOURNAL 2018/09/369 TOTAL								55,320.52	55,320.52	

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1000 General Fund	2018 9	369	03/19/2018			
1000-101010				Pooled Cash Equity		23,343.15
1000-201000				Accounts Payable	23,343.15	
				FUND TOTAL	23,343.15	23,343.15
3575 Area Agency on Aging	2018 9	369	03/19/2018			
3575-101010				Pooled Cash Equity		5.00
3575-201000				Accounts Payable	5.00	
				FUND TOTAL	5.00	5.00
3810 Highway User Revenue Fund	2018 9	369	03/19/2018			
3810-101010				Pooled Cash Equity		69.23
3810-201000				Accounts Payable	69.23	
				FUND TOTAL	69.23	69.23
4000 Water Utility Fund	2018 9	369	03/19/2018			
4000-101010				Pooled Cash Equity		2,658.87
4000-201000				Accounts Payable	2,658.87	
				FUND TOTAL	2,658.87	2,658.87
4001 Wastewater Fund	2018 9	369	03/19/2018			
4001-101010				Pooled Cash Equity		1,584.01
4001-201000				Accounts Payable	1,584.01	
				FUND TOTAL	1,584.01	1,584.01
9999 Pooled Cash	2018 9	369	03/19/2018			
9999-104000				Cash in Bank - Checking		27,660.26
9999-201010				DT DF	27,660.26	
				FUND TOTAL	27,660.26	27,660.26



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JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
1000 General Fund		23,343.15
3575 Area Agency on Aging		5.00
3810 Highway User Revenue Fund		69.23
4000 Water Utility Fund		2,658.87
4001 Wastewater Fund		1,584.01
9999 Pooled Cash	27,660.26	
	<hr/>	<hr/>
TOTAL	27,660.26	27,660.26

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

				INVOICE	INV DATE	PO	CHECK	NET
				INVOICE DTL DESC				
113403	03/12/2018	PRTD	1064 AFLAC	432409	03/12/2018		031218r	6,061.99
Invoice: 432409				6,061.99 1030	216700	supplemental insurance		
				AFLAC				
				CHECK				
				113403 TOTAL:				6,061.99
113404	03/12/2018	PRTD	1091 AMERITAS LIFE INSURANCE CORP	Mar 2018	03/12/2018		031218r	4,646.40
Invoice: Mar 2018				4,646.40 1030	216600	INSURANCE		
				Vision Insurance				
				CHECK				
				113404 TOTAL:				4,646.40
113405	03/12/2018	PRTD	1137 ARIZONA WATER COMPANY	030218	03/12/2018		031218r	2,025.92
Invoice: 030218				434.39 10001110 526018		water - sewer -park n ride		
				1,591.53 40013225 526018		Water/Wastewater - Utility		
				Water/Wastewater - Utility				
				CHECK				
				113405 TOTAL:				2,025.92
113406	03/12/2018	PRTD	1174 AZ MUNICIPAL RISK RETENTION PO	40000843 03/18	03/12/2018		031218r	174,028.00
Invoice: 40000843 03/18				158,897.00 31001115 523006		workers comp ins		
				15,131.00 31001115 523005		Risk Retention Premiums		
				Excess Insurance				
				CHECK				
				113406 TOTAL:				174,028.00
113407	03/12/2018	PRTD	1298 CHLIC	2260390	03/12/2018		031218r	576,958.76
Invoice: 2260390				576,958.76 1030	213000	medical ins		
				Health Insurance				
				CHECK				
				113407 TOTAL:				576,958.76
113408	03/12/2018	PRTD	5096 CITY OF GOODYEAR	1125475931Mar18	03/12/2018		031218r	5,573.59
Invoice: 1125475931Mar18				5,573.59 40003210 526024		water		
				Purchased Water (Goodyear)				
				CHECK				
				113408 TOTAL:				5,573.59
113409	03/12/2018	PRTD	1318 COLONIAL SUPPLEMENTAL INS.	8598559030418	03/12/2018		031218r	1,601.06
Invoice: 8598559030418				1,601.06 1030	216800	insurance		
				Colonial Insurance				
				CHECK				
				113409 TOTAL:				1,601.06

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE

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INVOICE DTL DESC

113410	03/12/2018	PRTD	1905 DS WATERS OF AMERICA, INC.	9744304021718	03/12/2018	031218r	6,788.35
			Invoice: 9744304021718				
			6,637.34 10001110 521502		bottle water for departments		
			31.91 40003210 521502		Program Supplies/Equipment		
			7.60 40013221 521503		Program Supplies/Equipment		
			111.50 38103202 521502		Lab Supplies		
					Program Supplies/Equipment		
					CHECK	113410 TOTAL:	6,788.35
113411	03/12/2018	PRTD	1423 FRCS LLC	314	03/12/2018	031218r	365.41
			Invoice: 314				
			365.41 10002121 521508		fuel at Festival		
					Automotive Expenses		
					CHECK	113411 TOTAL:	365.41
113412	03/12/2018	PRTD	1612 LIBERTY MUTUAL GROUP	362327	03/12/2018	031218r	6,009.10
			Invoice: 362327				
			6,009.10 1030 216170		insurance		
					Liberty Home & Auto Ins		
					CHECK	113412 TOTAL:	6,009.10
113413	03/12/2018	PRTD	1625 LOWE'S COMPANIES, INC	022518	03/12/2018	031218r	3,855.61
			Invoice: 022518				
			208.56 10002140 521502		misc supplies city jobs		
			9.25 50012140 520506		Program Supplies/Equipment		
			284.78 10002140 526118		Repair and Replace		
			74.75 10003170 520600		Operational Training		
			807.75 10003170 520506		Swimming Pool R & M		
			173.98 10004155 521502		Repair and Replace		
			58.87 38103202 521715		Program Supplies/Equipment		
			657.99 38103202 520502		Signs & Markings		
			65.12 38103202 520503		Street Overlay R & M		
			579.53 40003211 520586		Street Lighting O & M		
			584.41 40003350 521520		Irrigation Systems Parts/Mater		
			103.77 38103202 520035		Small Tools<\$5,000		
			192.25 40013224 520543		Landscaping		
			54.60 30903170 520506		WW R&M		
					Repair and Replace		
					CHECK	113413 TOTAL:	3,855.61
113414	03/12/2018	PRTD	1667 METLIFE	46550576	03/12/2018	031218r	30,024.32
			Invoice: 46550576				
			30,024.32 1030 216000		insurance		
					Dental Insurance		
					CHECK	113414 TOTAL:	30,024.32



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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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INVOICE DTL DESC

113415 03/12/2018 PRD	1632 MHN SERVICES	prm019723	03/12/2018	031218r	1,085.85
Invoice: prm019723			professional serv. general		
		1,085.85 10001115 520037	Professional Services General		
			CHECK	113415 TOTAL:	1,085.85
113416 03/12/2018 PRD	5433 LEGALSHIELD	49588- 02/18	03/12/2018	031218r	420.50
Invoice: 49588- 02/18			LegalShield		
		420.50 1030 216300	Pre-paid Legal		
			CHECK	113416 TOTAL:	420.50
113417 03/12/2018 PRD	5247 REPUBLIC SERVICES #753	4810502	03/12/2018	031218r	74.16
Invoice: 4810502			acct 45716		
		74.16 10001110 520026	Garbage Collections		
Invoice: 4809962	REPUBLIC SERVICES #753	4809962	03/12/2018	031218r	225.77
			acct 21554		
		225.77 10001110 520026	Garbage Collections		
Invoice: 4816112	REPUBLIC SERVICES #753	4816112	03/12/2018	031218r	50.22
			acct 142099		
		50.22 10001110 520026	Garbage Collections		
Invoice: 4809887	REPUBLIC SERVICES #753	4809887	03/12/2018	031218r	809.55
			acct 8870		
		809.55 10001110 520026	Garbage Collections		
Invoice: 4792201/4809964	REPUBLIC SERVICES #753	4792201/4809964	03/12/2018	031218r	7,040.24
			acct 21667		
		7,040.24 10001110 520026	Garbage Collections		
			CHECK	113417 TOTAL:	8,199.94
113418 03/12/2018 PRD	5194 RICOH USA, INC.	9025466323	03/12/2018	031218r	3,152.30
Invoice: 9025466323			copy center for departments		
		31.19 10001101 521502	Program Supplies		
		70.16 10001100 521502	Program Supplies/Equipment		
		21.56 10001102 521502	Program Supplies/Equipment		
		2.21 10001102 520037	Professional Services General		
		14.39 10001188 521502	Program Supplies/Equipment		
		79.27 10001110 521502	Program Supplies/Equipment		
		61.13 10001110 521502	Program Supplies/Equipment		
		177.03 10001115 521502	Program Supplies/Equipment		
		279.49 10002121 521502	Program Supplies/Equipment		
		4.32 10002121 521502	Program Supplies/Equipment		
		68.25 10002140 521502	Program Supplies/Equipment		
		177.12 10004150 521502	Program Supplies/Equipment		



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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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5.14	10004151	521502	Program Supplies/Equipment
289.48	10004151	521502	Program Supplies/Equipment
8.04	10004151	521502	Program Supplies/Equipment
160.83	10004160	521534	Program Supplies Gen Rec
10.02	10004155	521502	Program Supplies/Equipment
3.02	10004150	521536	City Events
3.89	30584160	521502	Program Supplies/Equipment
167.38	35754150	521502	Program Supplies/Equipment
97.20	10003170	521502	Program Supplies/Equipment
43.17	10003171	521502	Program Supplies/Equipment
10.26	38103202	521502	Program Supplies/Equipment
198.27	10005180	521502	Program Supplies/Equipment
828.76	10005185	521502	Program Supplies/Equipment
127.29	10005185	521502	Program Supplies/Equipment
29.84	10001189	521502	Program Supplies/Equipment
15.81	40103200	521502	Program Supplies/Equipment
3.45	40053205	523021	Public Education
50.96	40013220	521501	Office Supply/Equipment
70.93	40003210	521502	Program Supplies/Equipment
42.44	10001112	521502	Program Supplies/Equipment

Invoice: 9025860290

RICOH USA, INC.

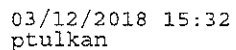
9025860290

03/12/2018

031218r

3,577.50

10.55	10001101	521502	copy center for departs
59.56	10001100	521502	Program Supplies
8.52	10001102	521502	Program Supplies/Equipment
85.35	10001110	521502	Program Supplies/Equipment
56.63	10001110	521502	Program Supplies/Equipment
136.79	10001115	521502	Program Supplies/Equipment
507.63	10002121	521502	Program Supplies/Equipment
15.53	10002120	521502	Program Supplies/Equipment
134.04	10002140	521502	Program Supplies/Equipment
392.47	10004150	521502	Program Supplies/Equipment
10.18	10004151	521502	Program Supplies/Equipment
259.49	10004151	521502	Program Supplies/Equipment
6.13	10004151	521502	Program Supplies/Equipment
44.04	10004160	521534	Program Supplies Gen Rec
7.92	10004160	521538	Program Supplies Sports
37.28	10004155	521502	Program Supplies/Equipment
2.37	10004150	521536	City Events
111.28	35754150	521502	Program Supplies/Equipment
16.41	35754150	521502	Program Supplies/Equipment
.78	10004160	521535	Program Supplies BASE
53.91	10003170	521502	Program Supplies/Equipment
14.31	38103202	521502	Program Supplies/Equipment
196.95	10005180	521502	Program Supplies/Equipment
802.52	10005185	521502	Program Supplies/Equipment
109.30	10005185	523055	Legal Printing and Advertising
131.81	10005185	521502	Program Supplies/Equipment
37.65	10001189	521502	Program Supplies/Equipment
29.22	40103200	521502	Program Supplies/Equipment
12.95	40053205	523021	Public Education



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CASH ACCOUNT: 9999	104000	Cash in Bank - Checking
CHECK NO	CHK DATE	TYPE VENDOR NAME

INVOICE

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INVOICE DTL DESC

110.72	40013220	521501
55.90	40003210	521502
56.38	10001112	521502
62.93	10005180	521501

Office Supply/Equipment
Program Supplies/Equipment
Program Supplies/Equipment
Office Supply/Equipment

CHECK 113418 TOTAL: 6,729.80

113419 03/12/2018 PRD 1965 SUN LIFE FINANCIAL
Invoice: March 2018

March 2018

03/12/2018

031218r

14,990.06

```
4,521.38 1030      216200
4,810.10 1030      216150
      880.23 1030      216160
4,778.35 1030      216100
```

insurance
AD&D Life City Paid
Voluntary Life
Voluntary AD&D
Short Term Disability

CHECK 113419 TOTAL: 14,990.06

113420 03/12/2018 PRTD 2058 VERIZON WIRELESS SERVICES, LLC 14450669
Invoice: 14450669

03/12/2018

031218r

247.00

76.00	10005185	526025
171.00	10005180	526025

CB001022130 COMM DEV'L
Telephone
Telephone

CHECK 113420 TOTAL: 247.00

113421 03/12/2018 PRTD 2073 WAGeworks INC
Invoice: 533705

533705

03/12/2018

031218r

700.25

700.25 10001115 520037

aflac flex plan
Professional Services General

CHECK 113421 TOTAL: 700.25

NUMBER OF CHECKS	19	*** CASH ACCOUNT TOTAL ***	850,311.91
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	COUNT	AMOUNT
TOTAL PRINTED CHECKS	19	850,311.91

*** GRAND TOTAL *** 850,311.91

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City of Buckeye, AZ - LIVE
A/P CASH DISBURSEMENTS JOURNAL

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CLERK: ptulkan

JOURNAL ENTRIES TO BE CREATED

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2018	9	163									
APP	1030-201000							Accounts Payable		640,712.19	
	03/12/2018	031218r		r0312				AP CASH DISBURSEMENTS JOURNAL			
APP	9999-104000							Cash in Bank - Checking			850,311.91
	03/12/2018	031218r		r0312				AP CASH DISBURSEMENTS JOURNAL			
APP	1000-201000							Accounts Payable		25,276.33	
	03/12/2018	031218r		r0312				AP CASH DISBURSEMENTS JOURNAL			
APP	4001-201000							Accounts Payable		1,953.06	
	03/12/2018	031218r		r0312				AP CASH DISBURSEMENTS JOURNAL			
APP	3100-201000							Accounts Payable		174,028.00	
	03/12/2018	031218r		r0312				AP CASH DISBURSEMENTS JOURNAL			
APP	4000-201000							Accounts Payable		6,896.27	
	03/12/2018	031218r		r0312				AP CASH DISBURSEMENTS JOURNAL			
APP	3810-201000							Accounts Payable		1,021.82	
	03/12/2018	031218r		r0312				AP CASH DISBURSEMENTS JOURNAL			
APP	5001-201000							Accounts Payable		9.25	
	03/12/2018	031218r		r0312				AP CASH DISBURSEMENTS JOURNAL			
APP	3090-201000							Accounts Payable		54.60	
	03/12/2018	031218r		r0312				AP CASH DISBURSEMENTS JOURNAL			
APP	3058-201000							Accounts Payable		3.89	
	03/12/2018	031218r		r0312				AP CASH DISBURSEMENTS JOURNAL			
APP	3575-201000							Accounts Payable		295.07	
	03/12/2018	031218r		r0312				AP CASH DISBURSEMENTS JOURNAL			
APP	4010-201000							Accounts Payable		45.03	
	03/12/2018	031218r		r0312				AP CASH DISBURSEMENTS JOURNAL			
APP	4005-201000							Accounts Payable		16.40	
	03/12/2018	031218r		r0312				AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL										850,311.91	850,311.91
APP	9999-201010							DT DF		850,311.91	
	03/12/2018	031218r		r0312							
APP	1030-101010							Pooled Cash Equity			640,712.19
	03/12/2018	031218r		r0312							
APP	1000-101010							Pooled Cash Equity		25,276.33	
	03/12/2018	031218r		r0312							
APP	4001-101010							Pooled Cash Equity		1,953.06	
	03/12/2018	031218r		r0312							
APP	3100-101010							Pooled Cash Equity		174,028.00	
	03/12/2018	031218r		r0312							
APP	4000-101010							Pooled Cash Equity		6,896.27	
	03/12/2018	031218r		r0312							
APP	3810-101010							Pooled Cash Equity		1,021.82	
	03/12/2018	031218r		r0312							
APP	5001-101010							Pooled Cash Equity		9.25	
	03/12/2018	031218r		r0312							
APP	3090-101010							Pooled Cash Equity		54.60	

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City of Buckeye, AZ - LIVE
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
APP 3058-101010	03/12/2018	031218r	r0312			Pooled Cash Equity			3.89
APP 3575-101010	03/12/2018	031218r	r0312			Pooled Cash Equity			295.07
APP 4010-101010	03/12/2018	031218r	r0312			Pooled Cash Equity			45.03
APP 4005-101010	03/12/2018	031218r	r0312			Pooled Cash Equity			16.40
SYSTEM GENERATED ENTRIES TOTAL								850,311.91	850,311.91
JOURNAL 2018/09/163 TOTAL								1,700,623.82	1,700,623.82

FUND ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1000 General Fund	2018	9	163	03/12/2018			
1000-101010					Pooled Cash Equity		25,276.33
1000-201000					Accounts Payable	25,276.33	
					FUND TOTAL	25,276.33	25,276.33
1030 Payroll Fund	2018	9	163	03/12/2018			
1030-101010					Pooled Cash Equity		640,712.19
1030-201000					Accounts Payable	640,712.19	
					FUND TOTAL	640,712.19	640,712.19
3058 Comm Services Programs	2018	9	163	03/12/2018			
3058-101010					Pooled Cash Equity		3.89
3058-201000					Accounts Payable	3.89	
					FUND TOTAL	3.89	3.89
3090 Sundance Crossings	2018	9	163	03/12/2018			
3090-101010					Pooled Cash Equity		54.60
3090-201000					Accounts Payable	54.60	
					FUND TOTAL	54.60	54.60
3100 Risk Mgmt Retention Fund	2018	9	163	03/12/2018			
3100-101010					Pooled Cash Equity		174,028.00
3100-201000					Accounts Payable	174,028.00	
					FUND TOTAL	174,028.00	174,028.00
3575 Area Agency on Aging	2018	9	163	03/12/2018			
3575-101010					Pooled Cash Equity		295.07
3575-201000					Accounts Payable	295.07	
					FUND TOTAL	295.07	295.07
3810 Highway User Revenue Fund	2018	9	163	03/12/2018			
3810-101010					Pooled Cash Equity		1,021.82
3810-201000					Accounts Payable	1,021.82	
					FUND TOTAL	1,021.82	1,021.82
4000 Water Utility Fund	2018	9	163	03/12/2018			
4000-101010					Pooled Cash Equity		6,896.27
4000-201000					Accounts Payable	6,896.27	
					FUND TOTAL	6,896.27	6,896.27
4001 Wastewater Fund	2018	9	163	03/12/2018			

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City of Buckeye, AZ - LIVE
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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
4001-101010				Pooled Cash Equity		1,953.06
4001-201000				Accounts Payable	1,953.06	
				FUND TOTAL	1,953.06	1,953.06
4005 Environmental Services	2018 9	163	03/12/2018	Pooled Cash Equity		16.40
4005-101010				Accounts Payable	16.40	
4005-201000				FUND TOTAL	16.40	16.40
4010 Airport Fund	2018 9	163	03/12/2018	Pooled Cash Equity		45.03
4010-101010				Accounts Payable	45.03	
4010-201000				FUND TOTAL	45.03	45.03
5001 Cemetery Improvement Fund	2018 9	163	03/12/2018	Pooled Cash Equity		9.25
5001-101010				Accounts Payable	9.25	
5001-201000				FUND TOTAL	9.25	9.25
9999 Pooled Cash	2018 9	163	03/12/2018	Cash in Bank - Checking		850,311.91
9999-104000				DT DF	850,311.91	
9999-201010				FUND TOTAL	850,311.91	850,311.91



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City of Buckeye, AZ - LIVE
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
1000 General Fund		25,276.33
1030 Payroll Fund		640,712.19
3058 Comm Services Programs		3.89
3090 Sundance Crossings		54.60
3100 Risk Mgmt Retention Fund		174,028.00
3575 Area Agency on Aging		295.07
3810 Highway User Revenue Fund		1,021.82
4000 Water Utility Fund		6,896.27
4001 Wastewater Fund		1,953.06
4005 Environmental Services		16.40
4010 Airport Fund		45.03
5001 Cemetery Improvement Fund		9.25
9999 Pooled Cash	850,311.91	
	<hr/>	<hr/>
TOTAL	850,311.91	850,311.91

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

CITY OF BUCKEYE
City Council Regular Meeting
COUNCIL ACTION REPORT

MEETING DATE: 4/3/2018	AGENDA ITEM: *6A. BFD-Assistance to Firefighters Grant Application - FEMA
DATE PREPARED: 2/21/2018	DISTRICT NO.: ALL
STAFF LIAISON: Bob Costello, Fire Chief, (623) 349-6723, bcostello@buckeyeaz.gov	
DEPARTMENT: Fire Department	AGENDA ITEM TYPE: Consent Item

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

Council to take action on Resolution No. 19-18 ratifying the submission of a grant application to the U.S. Department of Homeland Security Federal Emergency Management Agency relating to the purchase and installation of a Source Capacity Exhaust Extrication System at Fire Station 701; authorizing the acceptance of any resulting grant award and authorizing the City Manager and Fire Department Chief to execute and deliver the resulting Grant Agreement on behalf of the City.

RELEVANT GOALS:

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

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

This proposal is to acquire federal assistance to purchase and install a Source Capacity Exhaust Extrication System to the three bays at Fire Station 701. Bay 1 houses E701 a front line engine company. This bay as well as bay 3 will have a return for the exhaust system so that once the engine leaves the bay it will retract the connection to the rear of the bay putting it into place for when the engine returns. Bay two houses a Brush truck and reserve engine on either side of the bay. The system will be set up to accommodate both. Bay three currently stores a reserve ladder that could come on line in the next few years. The set up in bay three will be similar to bay one.

BENEFITS:

There are multiple benefits associated with the purchase of the aforementioned exhaust system. Most importantly, the Buckeye Fire department recognizes the dangers of diesel exhaust as a possible carcinogen compounding the already high risk cancer poses due to firefighting activities.

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

N/A

FINANCIAL IMPACT STATEMENT: Must be completed before submission

The total cost of this project is estimated to be \$68,403. The match amount would be \$6,218. We've requesting funding for this match in the 2018-2019 fiscal year budget. Performance on this grant, if it is awarded, will not be until the start of the new fiscal year.

**CURRENT FISCAL YEAR TOTAL COST:
BUDGETED**

**FISCAL YEAR:
2018-2019**

ATTACHMENTS:

Description

☐ **Resolution No. 19-18**

RESOLUTION NO. 19-18

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY RELATING TO THE PURCHASE AND INSTALLATION OF A SOURCE CAPACITY EXHAUST EXTRICATION SYSTEM AT FIRE STATION 701; AUTHORIZING THE ACCEPTANCE OF ANY RESULTING GRANT AWARD AND AUTHORIZING THE CITY MANAGER AND FIRE DEPARTMENT CHIEF TO EXECUTE AND DELIVER THE RESULTING GRANT AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the City of Buckeye, acting by and through its Fire Department (the “City”) submitted a grant application to the U.S. Department of Homeland Security Federal Emergency Management Agency (“FEMA”) for the FY 2017 Fire Prevention & Safety Assistance Grant (“AFG Program”) for funding to purchase and install a Source Capacity Exhaust Extrication System to the three bays at Fire Station 701 (the “Grant Application”); and

WHEREAS, due to the timing restrictions of the Grant Application deadline, the City had to submit the Grant Application before receiving authorization from the Mayor and the City Council; and

WHEREAS, the Mayor and City Council desires to ratify the submission of the Grant Application and authorize the acceptance of any resulting grant funds.

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

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

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

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

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona,
this 3rd day of April, 2018.

Jackie A. Meck, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF BUCKEYE
City Council Regular Meeting
COUNCIL ACTION REPORT

MEETING DATE: 4/3/2018	AGENDA ITEM: *6B. BFD-Urban Areas Security Initiative Grant - AZDOHS
DATE PREPARED: 2/21/2018	DISTRICT NO.: ALL
STAFF LIAISON: Bob Costello, Fire Chief, (623) 349-6723, bcostello@buckeyeaz.gov	
DEPARTMENT: Fire Department	AGENDA ITEM TYPE: Consent Item

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

Council to take action on Resolution No. 21-18 ratifying the submission of a grant application to the Arizona Department of Homeland Security relating to the purchase of specialized equipment for the Hazardous Materials Response Team; authorizing the acceptance of any resulting grant award and authorizing the City Manager and the City Fire Chief to execute and deliver any resulting grant award on behalf of the City.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services
GOAL 3: A Well-Planned Urban Community

SUMMARY

PROJECT DESCRIPTION:

The Fire Department's award will support the purchase of specialized equipment identified as necessary for our Hazardous Materials Response Team. This equipment will help to identify (more quickly and accurately) up to 35,000 spectra of chemical warfare agents, explosives, narcotics, toxic industrial chemicals, suspicious powders, and other dangerous chemical classes.

BENEFITS:

The equipment that is obtained under this grant award will be used locally to enhance the response capability to fixed facility and transportation incidents in the event of a man-made or natural disaster, terrorism threat, and any other incident where hazardous materials are involved.

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

Due to timing restrictions of the grant application deadline, the grant application was submitted without Council approval. Resolution will ratify submission of the grant application and authorize the acceptance of any resulting grant award and the execution of the subgrantee agreement. The Buckeye Fire Department will ensure that all required documentation is submitted within the established deadlines and that the grant award is managed in accordance with the terms set forth in the subgrantee agreement.

FINANCIAL IMPACT STATEMENT: Must be completed before submission

This year, Arizona Department of Homeland Security has notified us that the Federal Government may be asking for up to a 25% match on future grants. The total amount of this grant application is \$60,000 with a possible match up to \$15,000. The \$15,000 has been requested for the 2018-2019 budget cycle. If this grant is awarded, performance will not begin until September of 2018.

**CURRENT FISCAL YEAR TOTAL COST:
BUDGETED**

**FISCAL YEAR:
2018-2019**

ATTACHMENTS:

	Description
<input type="checkbox"/>	Submitted Grant Application
<input type="checkbox"/>	Resolution 21-18

2018 Urban Area Security Initiative Grant Application

Submitted by Brandyn Stewart on February 13, 2018 - 4:02pm

PROJECT ADMINISTRATION

PROJECT DESCRIPTION

Organization Name: Buckeye Fire Department

Project Title: BFMRD CBRNE Response Team Sustainment Project

Project Summary:

This project will allow the Buckeye Fire-Medical-Rescue Department ("BFMRD") to purchase equipment needed to maintain successful operations of the CBRNE Response Team. The purchase of the requested equipment will compliment and enhance the Response Team's ability to respond to incidents.

COMMENTS / REVIEW

Funding Year: 2018

Performance Period: October 1, 2018 to September 30, 2019

EHP: A

APPLICANT CONTACT

Applicant Title:

Project Management Assistant

Applicant Name:

Brandyn Stewart

Applicant Email:

bstewart@buckeyeaz.gov

Applicant Office Phone:

(623) 349-6711

Address:

21699 W. Yuma Rd., Ste. 101
Buckeye AZ 85326-9699

HEAD OF AGENCY CONTACT

Head of Agency Title:

Fire Chief

Head of Agency Name:

Bob Costello

Head of Agency Email:

bcostello@buckeyeaz.gov

Head of Agency Office Phone:

(623) 349-6700

PROGRAM CONTACT

Program Contact Title:

Project Management Assistant

Program Contact Name:

Brandyn Stewart

Program Contact Email:

bstewart@buckeyeaz.gov

Program Contact Office Phone:

(623) 349-6711

FISCAL CONTACT

Fiscal Contact Title:

Financial Services Manager

Fiscal Contact Name:

Iris Wallace

Fiscal Contact Email:

iwallace@buckeyeaz.gov

Fiscal Contact Office Phone:

(623) 349-6152

Address:

530 E Monroe Ave

Buckeye AZ 85326-2806

INITIATIVES

Is this project a Law Enforcement Terrorism Prevention Activity (LETPA)?: No

Project Type: Enhance capabilities to respond to all-hazards events

THREAT PROFILE

1. What is the terrorism threat your area faces that will be addressed by this project?:

Explosive Devices

Other

Describe "Other" Terrorism Threat(s): The equipment requested will identify chemical warfare agents, explosives, toxic industrial chemicals, narcotics, suspicious powders, and other dangerous chemical classes which can all be used as terrorism threats. Importantly, the City of Buckeye is located within a 10 mile radius of the Palo Verde Nuclear Plant as well as in close proximity to Luke Air Force Base. For these reasons, Buckeye is vulnerable to terrorism threats, war-related incidents, active shooter threats, radiological and nuclear threats, and biochemical attacks. Further, Highway 85 and Interstate 10 are major thoroughfares that run through the City of Buckeye.

2. Mission Area > Core Capability:

- Protect > Screening, Search and Detection

3. What resources does your agency have to meet the capability target selected above?:

BFMRD has a responding CBRNE Response Team Unit that is also a part of the Regional CBRNE Response Team Unit in Maricopa County (responds to incidents Statewide). The regional unit is capable of chemical and biological agent detection, explosive devices detection, and radiological and nuclear detection. This is a 24 hour a day, seven days a week manned unit with hazardous material technicians that will enable response within 4 hours of receiving actionable intelligence.

4. Explain how this project will assist your agency in preventing/protecting against/mitigating/responding to/recovering from all hazards events and threats including your chosen terrorism threat in question 1.:

The requested equipment will enhance the BFMRD CBRNE Response Team's capabilities to detect 35,000 spectra of chemical warfare agents, explosives, narcotics, TICs, pesticides, white powder, and other chemical classes. The requested equipment not only detects solid and/or liquid chemical agents but can detect explosive devices. Due to Buckeye's proximity to the Palo Verde Nuclear Plant, Luke Air Force Base, Union Pacific Railroad and Major Interstates and Highways, this device, which no other West Valley Emergency Response Agency has, will allow us to identify more accurately and quickly the type of threat the CBRNE Response Team Unit is faced with. Receiving more accurate information regarding the specific threat on a faster timeline allows the CBRNE Team to respond to threats with more certainty as to which specific resources and equipment are needed, what operational coordination is required (both inside and outside the agency), and how best to mitigate the risk to surrounding areas.

5. Will your agency continue to maintain, support and sustain this capability with other funding sources if Homeland Security grant funds were no longer available?: Yes

5a. Describe how your agency will maintain this capability.:

If needed, BFMRD will continue to request funding through future budget cycles within the City.

6. Does this project support a NIMS typed resource?: Yes

6a. Select NIMS Typed Resource:

HazMat Entry Team

7. Has your agency previously been awarded Homeland Security Grant Program (SHSGP and/or UASI) funding to support this project/capability?: Yes

7a. List the Subrecipient Agreement number and award amounts previously received in support of this capability.:

170800-01: \$60,000; 160800-01: \$50,000; 150800-01: \$50,000; 140814-01: \$54,000; 999800-02: \$15,400; 130800-01: \$54,000; 999800-01: \$54,000; 888801-02: \$8,250; 777802-02: \$49,998; 888801-01: \$250,000

8. Is your agency prepared to provide up to 25% cash (hard) or in-kind (soft) match and ensure it is tracked and documented should matching funds be a requirement in FFY 2018?:

Yes

8a. What will the source of the match be?:

The agency has requested the match funds to be provided in its budget for fiscal year 2018-2019

Are the assets requested in this grant physically mobile and available for use outside of your jurisdiction?: Yes

Are the assets requested in this grant available to augment & maintain a response effort outside of your jurisdiction?: Yes

9. Describe which agencies will directly benefit from this project aside from your own and how they will benefit.:

This project will benefit the West Valley in terms of BFMRD being better equipped to respond to CBRNE incidents and by extension will increase the capabilities of the Regional CBRNE Response Team Unit which responds to incidents throughout Arizona.

MILESTONES

MILESTONE 1

Received award letter and process requested documents, request updated quotes/bids, submit purchase orders for identified equipment, receive equipment. Schedule grant kick-off meeting with relevant personnel to review budget narrative, subrecipient agreement, equipment disposition, sole source requirements, etc. Potential Challenges include delays encountered during the procurement process. Corrective Action includes begin requesting current quotes/bids immediately prior to anticipated receipt of award letter.

MILESTONE 2

Submit purchase order requests for identified equipment, receive equipment, and process reimbursement requests. Potential challenges include delays encountered during procurement process. Corrective action includes prepare purchase documents as soon as bid is obtained so that purchases can be quickly and efficiently executed.

MILESTONE 3

Continue to submit purchase requests for identified equipment, specifically that which has not been ordered in previous quarters; receive equipment; label and tag equipment as required; process reimbursement requests; and start completing property control form. Potential challenges include delays encountered during the procurement process. Correction Action includes schedule a grant meeting to review current progress, identify any issues, and review remaining performance period of grant project as well as preparing purchase documents as soon as required quotes are received so purchases can be quickly and efficiently executed.

MILESTONE 4

Prepare documentation to submit final reimbursement request and necessary reports. Potential challenges include delays with receiving equipment that has been ordered. Corrective action includes submitting orders as early as possible to maximize time available and conduct frequent follow-ups with vendors to ensure timely receipt of equipment.

EQUIPMENT REQUEST

Equipment Item	Age/Condition of Equipment	Qty Requested	Cost Per Unit	Total Requested	Total Awarded
Item Name: Handheld Solid and Liquid Chemical Identifier AEL: 07CD-01-DPIR Description: This type of handheld FTIR Chemical Identifier uses infrared spectroscopy to identify chemical warfare agents, explosives, narcotics, toxic industrial chemicals, narcotics, suspicious powders and other chemical classes. This includes the upgraded software package that increases the identifying spectra to 35,000.		1	\$51,500	\$51,500	\$0
Item Name: RF Repeater AEL: 04AP-06-CBRN Description: The RF Repeater extends the wireless data transfer range. The equipment includes a laptop and modem which will be housed in the haz mat vehicle. Data from the handheld identifier will be transferred to the laptop as it data is received.		1	\$2,600	\$2,600	\$0
				\$54,100	\$0

Equipment Requested Total: \$54,100

Equipment Awarded Total: \$0

TRAINING REQUEST

Training Item	Backfill / Overtime	Workshops / Conferences	Trainers / Contractors / Consultants	Supplies	Travel	Total Requested	Total Awarded
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
						\$0	\$0

Training Request Total: \$0

Training Award Total: \$0

Does your agency have a MYTEP?: No

EXERCISE REQUEST

Exercise Description	Exercise Type	Backfill / Overtime	Workshops / Conference	Trainers / Contractors / Consultants	Supplies	Travel	Total Requested	Total Awarded
		\$0	\$0	\$0	\$0	\$0	\$0	\$0
							\$0	\$0

Exercise Requested Total: \$0

Exercise Awarded Total: \$0

Does your agency have a MYTEP?: No

PLANNING REQUEST

Description	Backfill and Overtime	Workshops / Conference	Staff / Contractors / Consultants	Materials	Travel	Total Requested	Total Awarded
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
						\$0	\$0

Planning Request Total: \$0

Planning Award Total: \$0

ORGANIZATION ACTIVITY REQUEST

Description	Overtime	Operational Expenses	Staff / Contractors / Consultants	Total Requested	Total Awarded
	\$0	\$0	\$0	\$0	\$0
				\$0	\$0

Organizational Activity Request Total: \$0

Organizational Activity Award Total: \$0

MANAGEMENT AND ADMINISTRATION REQUEST

Description	Backfill / Overtime	Personnel / Contractor / Consultant	Travel	Materials	Total Requested
	\$0	\$0	\$0	\$0	\$0
					\$0

M&A Total Requested: \$0**M&A Awarded Total: \$0****PROJECT REQUEST TOTAL**

Cost Category	Total Requested	Total Awarded
Equipment Total	\$54,100	\$0
Exercise Total	\$0	\$0
Training Total	\$0	\$0
Planning Total	\$0	\$0
Organization Total	\$0	\$0
Project Total	\$54,100	\$0

	M&A Amount Requested	M&A Amount Awarded
Management and Administration	\$0	\$0

	Indirect Costs Requested	Indirect Costs Approved
Indirect Costs		No

FUNDING PRIORITIES

Funding Details:

First priority is the handheld chemical identifier and second priority is the RF Repeater Package. If partial funding can only be awarded, the handheld device is \$51,500 and funding for the RF Repeater is second priority.

RESOLUTION NO. 21-18

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE ARIZONA DEPARTMENT OF HOMELAND SECURITY RELATING TO THE PURCHASE OF SPECIALIZED EQUIPMENT FOR THE HAZARDOUS MATERIALS RESPONSE TEAM; AUTHORIZING THE ACCEPTANCE OF ANY RESULTING GRANT AWARD AND AUTHORIZING THE CITY MANAGER AND THE CITY FIRE CHIEF TO EXECUTE AND DELIVER ANY RESULTING GRANT AWARD ON BEHALF OF THE CITY.

WHEREAS, the City of Buckeye, acting by and through its Fire Department (the “City”) submitted a grant application to the Arizona Department of Homeland Security (“ADHS”) for the FY 2018 Urban Area Security Initiative funding to purchase specialized equipment for the Hazardous Materials Response Team (the “Grant Application”); and

WHEREAS, due to timing restrictions of the Grant Application deadline, the City had to submit the Grant Application to ADHS before receiving authorization from the Mayor and the City Council (the “City Council”); and

WHEREAS, the City Council desires to ratify the submission of the Grant Application and authorize the acceptance of any resulting grant award.

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

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

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

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

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 3rd day of April, 2018.

Jackie A. Meck, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF BUCKEYE
City Council Regular Meeting
COUNCIL ACTION REPORT

MEETING DATE: 4/3/2018	AGENDA ITEM: *6C. BFD - GOHS Grant Application
DATE PREPARED: 2/22/2018	DISTRICT NO.: ALL
STAFF LIAISON: Bob Costello, Fire Chief, (623) 349-6723, bcostello@buckeyeaz.gov	
DEPARTMENT: Fire Department	AGENDA ITEM TYPE: Consent Item

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

Council to take action on Resolution No. 20-18 ratifying the submission of a grant application to the Governor's Office of Highway Safety, relating to funding for purchase of extrication equipment; accepting the resulting grant agreement; and authorizing the City Manager and Fire Department Chief to execute and deliver the resulting grant agreement on behalf of the City.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

The Fire Department is requesting \$38,780.36 to enhance the department's ability to extricate victims from automobile accidents and other emergencies with the purchase of state of the art extrication equipment. New batter operated extrication equipment will replace aging and outdated equipment currently in services in our ladder truck.

BENEFITS:

This equipment will allow the Buckeye Fire Department to continue its commitment to provide the best services possible for our citizens and travelers on our highways and roadways. The new equipment will allow us faster extraction as well as allow us to use the older equipment for valuable training purposes.

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

N/A

FINANCIAL IMPACT STATEMENT: Must be completed before submission

There is no match for this grant.

CURRENT FISCAL YEAR TOTAL COST:

UNBUDGETED

FISCAL YEAR:

2018-2019

ATTACHMENTS:

Description

▣ **Resolution 20-18**

RESOLUTION NO. 20-18

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY, RELATING TO FUNDING FOR PURCHASE OF EXTRICATION EQUIPMENT; ACCEPTING THE RESULTING GRANT AGREEMENT; AND AUTHORIZING THE CITY MANAGER AND FIRE DEPARTMENT CHIEF TO EXECUTE AND DELIVER THE RESULTING GRANT AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the City of Buckeye, acting by and through its Fire Department (the "City") submitted a grant application to the State of Arizona, Governor's Office of Highway Safety ("GOHS"), for additional funding to purchase extrication equipment to support the City's ability to extricate victims from automobile accidents and other emergencies ("Grant Application"); and

WHEREAS, due to timing restrictions of the Grant Application deadline, the City had to submit the Grant Application before receiving authorization from the Mayor and Council; and

WHEREAS, the Mayor and City Council desire to ratify the submission of the Grant Application and authorize the acceptance of any resulting grant agreement.

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

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

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

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

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 3rd day of April, 2018.

Jackie A. Meck, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF BUCKEYE
City Council Regular Meeting
COUNCIL ACTION REPORT

MEETING DATE: 4/3/2018	AGENDA ITEM: *6D. PD - AZGOHS Grant Application Re: DUI/Traffic Enforcement Vehicle
DATE PREPARED: 3/6/2018	DISTRICT NO.: ALL
STAFF LIAISON: Larry Hall, Police Chief, (623) 349-6438, lhall@buckeyeaz.gov	
DEPARTMENT: Police Department	AGENDA ITEM TYPE: Consent Item

ACTION / MOTION: (This language identifies the formal motion to be made by the Council)
 Council to take action on Resolution No. 15-18 ratifying the submission of a grant application to the Governor's Office of Highway Safety relating to funding for a DUI/Traffic enforcement vehicle; authorizing the acceptance of any resulting grant agreement; and authorizing the City Manager and Police Department Chief to execute and deliver the resulting grant agreement on behalf of the City.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

The Police Department submitted a grant application to the Governor's Office of Highway Safety for Traffic/DUI enforcement vehicle to assist in traffic enforcement and identifying drivers under the influence within the City of Buckeye.

BENEFITS:

Implementing and funding for the vehicle will aid in identifying and pursuing drivers under the influence within the City of Buckeye.

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

Resolution No. 15-18 will ratify the submission of the grant application, accept the grant award and authorize the execution of the Highway Safety Contract or other form of grant agreement. The Police Department's Grant Programs Administrator will ensure that all required documentation is submitted within the established deadlines and that the grant award is managed in accordance with the terms set forth in the Highway Safety Contract or other form of grant agreement.

FINANCIAL IMPACT STATEMENT: Must be completed before submission

Funding of the grants awarded by the Governor's Office of Highway Safety is through reimbursable grants. Ongoing maintenance costs of the vehicle purchased through grant funds will be the responsibility of the Police Department.

**CURRENT FISCAL YEAR TOTAL COST:
 BUDGETED**

FISCAL YEAR:
2018-2019

FUND/DEPARTMENT:
35732121 523107

ATTACHMENTS:

	Description
<input type="checkbox"/>	Resolution No. 15-18
<input type="checkbox"/>	Grant Application

RESOLUTION NO. 15-18

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY RELATING TO FUNDING FOR A DUI/TRAFFIC ENFORCEMENT VEHICLE; AUTHORIZING THE ACCEPTANCE OF ANY RESULTING GRANT AGREEMENT; AND AUTHORIZING THE CITY MANAGER AND POLICE DEPARTMENT CHIEF TO EXECUTE AND DELIVER THE RESULTING GRANT AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the City of Buckeye, acting by and through its Police Department (the "City") submitted a grant application to the State of Arizona, Governor's Office of Highway Safety ("GOHS"), for the funding of a DUI/Traffic enforcement vehicle ("Grant Application") to assist in identifying and pursuing drivers under the influence within the City; and

WHEREAS, due to timing restrictions of the Grant Application deadline, the City had to submit the Grant Application to GOHS before receiving authorization from the Mayor and the City Council; and

WHEREAS, the Mayor and City Council desire to ratify the submission of the Grant Application and authorize the acceptance of any resulting grant agreement.

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

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

Section 2. The Mayor and City Council hereby authorize (i) the ratification of the City's submission of the Grant Application (ii) the acceptance of the resulting Grant Award, and (iii) the execution of any resulting grant agreement relating to the acceptance and administration of the Grant.

Section 3. The Mayor, the City Manager, the Police Department Chief, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and other necessary or desirable instruments connected with the Grant Application and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 3rd day of April, 2018.

Jackie A. Meck, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney



ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY
Grant Application for Law Enforcement Projects

Federal Fiscal Year: 2019

DUE DATE: March 2, 2018

Grant application decisions are reviewed and decided upon by GOHS and include consideration of the following: analysis of crash data, need for the project, past performance with highway safety grants (if applicable), and Federal funding availability. Please contact the Arizona Governor's Office of Highway Safety at (602) 255-3216, if you need assistance with this application.

SECTION A: Agency Application Information

Agency: Agency Name: Buckeye Police Department
Address: 21699 W. Yuma Road, Suite 104
City, State, Zip: Buckeye, AZ 85326
Fax: (623) 349-6506
Phone: (623) 349-6447

Governmental Unit: Governmental Name: City of Buckeye Police Department
Address: 21699 W. Yuma Road, Suite 104
City, State, Zip: Buckeye, AZ 85326

Project Director: Name: Larry Hall
Title: Police Chief
Address: 21699 W. Yuma Road, Suite 104
City, State, Zip: Buckeye, AZ 85326
Phone: (623) 349-6438
Email: lhall@buckeyeaz.gov

Project Admin: Name: LaMar Brown
Title: Grant Program Administrator
Address: 21699 W. Yuma Road, Suite 104
City, State, Zip: Buckeye, AZ 85326
Phone: (623) 349-6447
Email: lbrown@buckeyeaz.gov

Financial Contact: Name: Sherri Meredith
Title: Accountant Supervisor
Address: 530 E. Monroe
City, State, Zip: Buckeye, AZ 85326
Phone: (623) 349-6154
Email: Emeredith@buckeyeaz.gov

Please attach a cover letter addressed to the Director of the Governor's Office of Highway Safety on agency letterhead. This cover letter **must be signed** by a representative of your agency authorized to commit your agency to conduct the grant should it be approved for funding.



**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY
Grant Application for Law Enforcement Projects**

SECTION B-1: Agency Overview – LAW ENFORCEMENT PROJECTS

Fill in the information and statistics in this section for your jurisdiction.

Project Title: BPD DUI Tahoe 2019

Project Description: (1 or 2 paragraphs, brief overview)

The Buckeye Police Department (BPD) would like to request funding to purchase a Chevy Tahoe for DUI traffic enforcement within the City of Buckeye. The vehicle will allow our Traffic Unit to actively enforce DUI and Impaired driving within and around the City of Buckeye. The continual increased growth our City is experiencing having an additional vehicle will greatly assist in identifying intoxicated and impaired drivers in and around Buckeye. The enforcement funding previously awarded has assisted in keeping citizens and the commuting public safe as a result of increased patrols to deter intoxicated and impaired drivers. Continued funding would ensure ongoing support for our agency and the public from the potentially negative impact intoxicated drivers have on public roads.

Number of sworn officers: 93

Total Population in your city/town or county: 66,110

Total Road Mileage: Highway 149 Local 299 Total 448

Crash Data: Include all data for your jurisdiction, not crashes only worked by your agency.

	2016	2015	2014
Total Crashes	800	664	660
Total Injury Crashes	119	98	89
Total Fatal Crashes	6	2	6
Total Alcohol-related Crashes	20	53	24
Total Alcohol-related Serious Injuries	8	6	2
Total Alcohol-related Fatalities	1	0	0
Total Speed-related Crashes	15	13	4
Total Speed-related Serious Injuries	10	6	3
Total Speed-related Fatalities	1	0	0

The data above represents: County ☐ City/Town ☒



ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY
Grant Application for Law Enforcement Projects

SECTION B-1: Agency Overview (Continued) – LAW ENFORCEMENT PROJECTS

Enforcement Data: Fill in the information and statistics below for your jurisdiction.

	2017	2016	2015
Total Contacts (Traffic Stops)	14318	17108	n/a
Total Sober Designated Drivers Contacted	33	63	88
Total Know Your Limit Contacts	228	182	233
TOTAL DUI ARRESTS	228	182	233
Total DUI Aggravated	31	12	10
Total DUI Misdemeanor	238	170	223
Total DUI Extreme (.15 or Above)	58	48	67
Under 21 DUI Citations	9	19	6
Average BAC	.155%	.150%	.150%
Minor Consumption / Possession Citations	121	61	70
Total DUI Drug Arrests	62	23	24
30-Day Vehicle Impounds	829	623	617
Seat Belt Citations	227	196	201
Child Restraint Citations	27	34	35
Criminal Speed Citations	89	97	96
Reckless Driving Citations	12	5	9
Civil Speed Citations	1659	1477	989
Other Citations (except speed)	7416	5300	2797
Other Arrests	n/a	n/a	n/a
Participating Officer/Deputies (Cumulative)	n/a	40	n/a



ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY Grant Application for Law Enforcement Projects

SECTION B-2: Problem Identification

Provide a narrative of the highway safety problem in your community/jurisdiction. Describe the nature and magnitude of the problem using valid, up-to-date statistical data. Identify which program area(s) have the greatest need, (i.e., impaired driving, occupant protection, speeding and aggressive driving, pedestrian safety, etc.). Indicate what is happening, when it is happening, where it is happening, and the contributing factors.

The City of Buckeye Police Department (BPD) is looking to continue DUI enforcement and participation in the West Valley Task-force with the award of a DUI vehicle and associated equipment to assist in making enforcement more effective. The Past and current participation which include over 180 arrest each of the past three years demonstrates the Buckeye Police Department's commitment to enforce impaired driving in and around the City of Buckeye. The increased population growth in the City of Buckeye has also increased the need for intoxicated enforcement within the City of Buckeye. The vehicle will assist in increasing road safety and providing an additional tool our department can use to identify intoxicated drivers. Additionally the vehicle will add much needed support identifying drivers impaired within the City of Buckeye and West Valley. The vehicle will provide additional support for enforcement efforts and allow an additional tool for identification and processing drivers under the influence. The City of Buckeye is Arizona's largest city by land area with more than 600 square miles of municipal planning area. The increase in growth and the vast land area of the City provides a very challenging task for enforcement and the addition of the requested equipment will assist in keeping the City and surrounding areas safe through the use of technology conducting task-force enforcement and saturation patrols within the City of Buckeye.



ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY
Grant Application for Law Enforcement Projects

SECTION C: Goals and Objectives – Police Traffic Services

Based on your problem identification stated in Section B-2, fill in the blanks for each agency Goal and Contract Objective outlined below.

Agency Goals:

To decrease the number of speeding-related crashes 20 % from 8 during calendar year 2016 to 6 by December 31, 2019.

To decrease fatalities in speeding-related crashes 50 % from 1 in calendar year 2016 to 0 by December 31, 2019.

To decrease serious injuries in speeding-related crashes 50 % from 8 in calendar year 2016 to 4 by December 31, 2019.

Contract Objectives:

To increase the number of speeding and aggressive driving citations 20 % from 12 during Calendar Year 2017 to 15 during FFY 2019.

Conduct targeted speed enforcement efforts a minimum of 6 times per month during FFY 2019.

Additional Contract Objectives:

In addition to the required goals and objectives, create two additional contract objectives that your Agency can achieve by the end of FFY 2019.

Increase in DUI arrests and increased community awareness of DUI patrol as a result of increased presence. Increase DUI awareness through education with local high school.

BPD will participate in all west side DUI events and host at least two events.



ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY Grant Application for Law Enforcement Projects

SECTION D: Project Strategies and Activities (Method of Procedure)

In the spaces below, list or describe specific planned activities that your agency will perform in order to achieve their project objectives on a quarterly basis. Activities should describe what will be done, who will do it, and when it will take place. Objectives and subsequent activities in your project should follow the SMART method:

- S = Specific**
- M = Measurable**
- A = Action-Oriented**
- R = Realistic**
- T = Time-Framed**

1st Quarter: 10/01/2018 - 12/31/2018

Estimated 1st Quarter Expenditures: \$ 37,334

The expenditures in the first quarter will be limited if any. Most of the activity in the first quarter will be the procurement process for obtaining the vehicle requested. The procurement procedures will take most if not all of the first quarter once award notification and notice to proceed is issued. By the end of the December 2018 the vehicle will be in the process of being ordered and received to put into service. All required reporting and documentation will be submitted for evaluation to GOHS by the end of the first quarter deadline.

2nd Quarter: 01/01/2019 - 03/31/2019

Estimated 2nd Quarter Expenditures: \$ 5,493

All grant funds should be expended by the end of the second quarter and the vehicle received to put the additional equipment into and on the vehicle. It is anticipated all equipment will be put into service by March 31, 2018. Reimbursement requests will be submitted for review to GOHS as equipment is received and acquired through the procurement process. All required reporting and documentation will be submitted for evaluation to GOHS by the second quarter deadline.



ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY Grant Application for Law Enforcement Projects

SECTION D: Project Strategies and Activities (Continued)

3rd Quarter: 04/01/2019 - 06/30/2019

Estimated 3rd Quarter Expenditures: \$ 0

The vehicle and vehicle equipment will be completed and put into service including all reimbursements submitted for review to GOHS by June 30, 2018 barring any delays or unintended manufacturing delays. Any additional expenditures will be as a result of vehicle or equipment delays from the manufacturers. Once all equipment associated with the vehicle is installed a request for reimbursement will be submitted to GOHS. All required reporting and documentation will be submitted for evaluation to GOHS by the third quarter deadline.

4th Quarter: 07/01/2019 - 09/30/2019

Estimated 4th Quarter Expenditures: \$ 0

During the final quarter of the grant period of performance all items identified in the grant award will have been purchased and equipment received. The vehicle and associated equipment will be put into service. With the support of GOHS BPD will continue enforcement and educating the public when contacting drivers on the dangers of intoxicated driving. The vehicle and equipment provided by GOHS will assist in making enforcement more effective. The grant will be completed and all reporting submitted by the fourth quarter deadline.



ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY **Grant Application for Law Enforcement Projects**

SECTION E: Detailed Project Budget

Please fill in the budget category that relates to your agency's project proposal. Please note that GOHS only grants overtime projects at a maximum employee related expense (ERE) rate of 40%.

Personnel Services

Description:

n/a

Personnel Services:

**Employee Related
Expenses:**

Description	Requested Amount	Overtime Amount	ERE Amount	ERE %
				0.00%
				0.00%
				0.00%
				0.00%
				0.00%

Total:



ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY
Grant Application for Law Enforcement Projects

Professional & Outside Services

Description:

n/a

Professional & Outside Services:

Description	Requested Amount

Total:



ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY
Grant Application for Law Enforcement Projects

Travel
In-state & Out-of-State

Description:

n/a

Travel:

Description	Transport	Lodging	Per Diem	Misc.	Amount

Total:



**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY
Grant Application for Law Enforcement Projects**

Materials & Supplies

Capital Outlay

Description: *If a single piece of Capital Outlay equipment is over \$5,000, please submit a separate grant proposal.*

Chevy Tahoe equipped with required accessories and equipment to make the vehicle road ready for DUI enforcement. The vehicle will serve as a vital tool in the ongoing work to deter and identify drivers under the influence within and around the City of Buckeye. BPD is often the responding agency for some of the unincorporated areas around the City. Having a vehicle that will allow a response within the city and other areas will greatly increase our ability to enforce the DUI laws established to make roadways safer.

Materials & Supplies:

Description	Quantity	Price Per Unit	Tax	Shipping	Amount

Total:

Capital Outlay:

Description	Quantity	Price Per Unit	Tax	Shipping	Amount
2018 Chevy Tahoe PPV	1	34,440	2,894	0	37,334
PD equipment/accessories for vehicle	1	5,112	380	0	5,493

Total:

\$ 42,827



ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY
Grant Application for Law Enforcement Projects

Total Estimated Costs

Description	Requested Amount
Personnel Services	\$ 0
Employee Related Expenses	\$ 0
Professional & Outside Services	\$ 0
Travel	\$ 0
Materials & Supplies	\$ 0
Capital Outlay	\$ 42,827
Total:	\$ 42,827

ERE: 0.00%

SECTION F: Additional Proposal Information

If there is any additional information that your agency would like to attach to their proposal, please include a PDF attachment with your proposal. Additional information may include: pictures, invoice estimates, City/Town/County resolutions, additional enforcement information, etc.

CITY OF BUCKEYE
City Council Regular Meeting
COUNCIL ACTION REPORT

MEETING DATE: 4/3/2018	AGENDA ITEM: *6E. PD - AZGOHS Re: DUI Overtime
DATE PREPARED: 3/7/2018	DISTRICT NO.: ALL
STAFF LIAISON: Larry Hall, Police Chief, (623) 349-6438, lhall@buckeyeaz.gov	
DEPARTMENT: Police Department	AGENDA ITEM TYPE: Consent Item

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

Council to take action on Resolution No. 16-18 ratifying the submission of a grant application to the Governor's Office of Highway Safety relating to funding for DUI overtime for officers conducting traffic enforcement; authorizing the acceptance of any resulting grant award; and authorizing the City Manager and Police Department Chief to execute and deliver any resulting grant agreement on behalf of the City.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

The Police Department submitted a grant funding request to the Governor's Office of Highway Safety for DUI enforcement overtime to assist in traffic enforcement and identifying drivers under the influence within the City of Buckeye.

BENEFITS:

Implementing and funding for the overtime will aid in identifying aggressive drivers and drivers under the influence on roads within the City of Buckeye.

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

Resolution No.16-18 will ratify the submission of the grant application, accept the grant award and authorize the execution of the Highway Safety Contract or other form of grant agreement. The Police Department's Grant Programs Administrator will ensure that all required documentation is submitted within the established deadlines and that the grant award is managed in accordance with the terms set forth in the Arizona Governor's Office of Highway Safety Contract or other form of grant agreement.

FINANCIAL IMPACT STATEMENT: Must be completed before submission

Funding of the grant awarded by the Governor's Office of Highway Safety is through a reimbursable grant. Any additional costs associated with conducting the DUI OT enforcement will be the responsibility of the Police Department.

**CURRENT FISCAL YEAR TOTAL COST:
BUDGETED**

FISCAL YEAR:
2018-2019

FUND/DEPARTMENT:
35732121 523107

ATTACHMENTS:

	Description
▣	Resolution No. 16-18
▣	Grant Application

RESOLUTION NO. 16-18

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY RELATING TO FUNDING FOR DUI OVERTIME FOR OFFICERS CONDUCTING TRAFFIC ENFORCEMENT, AND AUTHORIZING THE ACCEPTANCE OF ANY RESULTING GRANT AWARD, AND AUTHORIZING THE CITY MANAGER AND POLICE DEPARTMENT CHIEF TO EXECUTE AND DELIVER ANY RESULTING GRANT AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the City of Buckeye, acting by and through its Police Department (the "City") submitted a grant application to the State of Arizona, Governor's Office of Highway Safety ("GOHS"), for the funding of DUI overtime for officers conducting traffic enforcement to assist in identifying aggressive drivers and drivers who are under the influence within the City ("Grant Application"); and

WHEREAS, due to timing restrictions of the Grant Application deadline, the City had to submit the Grant Application to GOHS before receiving authorization from the Mayor and the City Council; and

WHEREAS, the Mayor and City Council desire to ratify the submission of the Grant Application and authorize the acceptance of any resulting grant agreement.

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

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

Section 2. The Mayor and City Council hereby authorize (i) the ratification of the City's submission of the Grant Application (ii) the acceptance of the resulting Grant Award, and (iii) the execution of any resulting grant agreement relating to the acceptance and administration of the Grant.

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

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 3rd day of April, 2018.

Jackie A. Meck, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney



ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY
Grant Application for Law Enforcement Projects

Federal Fiscal Year: 2019

DUE DATE: March 2, 2018

Grant application decisions are reviewed and decided upon by GOHS and include consideration of the following: analysis of crash data, need for the project, past performance with highway safety grants (if applicable), and Federal funding availability. Please contact the Arizona Governor's Office of Highway Safety at (602) 255-3216, if you need assistance with this application.

SECTION A: Agency Application Information

Agency: Agency Name: Buckeye Police Department
Address: 21699 W. Yuma Road, Suite 104
City, State, Zip: Buckeye, AZ 85326
Fax: (623) 349-6506
Phone: (623) 349-6447

Governmental Unit: Governmental Name: City of Buckeye Police Department
Address: 21699 W. Yuma Road, Suite 104
City, State, Zip: Buckeye, AZ 85326

Project Director: Name: Larry Hall
Title: Police Chief
Address: 21699 W. Yuma Road, Suite 104
City, State, Zip: Buckeye, AZ 85326
Phone: (623) 349-6438
Email: lhall@buckeyeaz.gov

Project Admin: Name: LaMar Brown
Title: Grant Program Administrator
Address: 21699 W. Yuma Road, Suite 104
City, State, Zip: Buckeye, AZ 85326
Phone: (623) 349-6447
Email: lbrown@buckeyeaz.gov

Financial Contact: Name: Sherri Meredith
Title: Accountant Supervisor
Address: 530 E. Monroe
City, State, Zip: Buckeye, AZ 85326
Phone: (623) 349-6154
Email: Emeredith@buckeyeaz.gov

Please attach a cover letter addressed to the Director of the Governor's Office of Highway Safety on agency letterhead. This cover letter must be signed by a representative of your agency authorized to commit your agency to conduct the grant should it be approved for funding.



ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY **Grant Application for Law Enforcement Projects**

SECTION B-1: Agency Overview – LAW ENFORCEMENT PROJECTS

Fill in the information and statistics in this section for your jurisdiction.

Project Title: BPD DUI OT 2019

Project Description: (1 or 2 paragraphs, brief overview)

The Buckeye Police Department (BPD) would like to request overtime funding to actively enforce DUI and Impaired driving within and around the City of Buckeye. The enforcement funding previously awarded has assisted in keeping citizens and the commuting public safe as a result of increased patrols to deter intoxicated and impaired drivers. Continued funding would ensure ongoing support for our agency and the public from the impact of intoxicated drivers on public roads.

Number of sworn officers: 93

Total Population in your city/town or county: 66,110

Total Road Mileage: Highway 149 Local 299 Total 448

Crash Data: Include all data for your jurisdiction, not crashes only worked by your agency.

	2016	2015	2014
Total Crashes	800	664	660
Total Injury Crashes	119	98	89
Total Fatal Crashes	6	2	6
Total Alcohol-related Crashes	20	53	24
Total Alcohol-related Serious Injuries	8	6	2
Total Alcohol-related Fatalities	1	0	0
Total Speed-related Crashes	15	13	4
Total Speed-related Serious Injuries	10	6	3
Total Speed-related Fatalities	1	0	0

The data above represents: County ☐ City/Town ☒



ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY
Grant Application for Law Enforcement Projects

SECTION B-1: Agency Overview (Continued) – LAW ENFORCEMENT PROJECTS

Enforcement Data: Fill in the information and statistics below for your jurisdiction.

	2017	2016	2015
Total Contacts (Traffic Stops)	14318	17108	n/a
Total Sober Designated Drivers Contacted	33	63	88
Total Know Your Limit Contacts	228	182	233
TOTAL DUI ARRESTS	228	182	233
Total DUI Aggravated	31	12	10
Total DUI Misdemeanor	238	170	223
Total DUI Extreme (.15 or Above)	58	48	67
Under 21 DUI Citations	9	19	6
Average BAC	.155%	.150%	.150%
Minor Consumption / Possession Citations	121	61	70
Total DUI Drug Arrests	62	23	24
30-Day Vehicle Impounds	829	623	617
Seat Belt Citations	227	196	201
Child Restraint Citations	27	34	35
Criminal Speed Citations	89	97	96
Reckless Driving Citations	12	5	9
Civil Speed Citations	1659	1477	989
Other Citations (except speed)	7416	5300	2797
Other Arrests	n/a	n/a	n/a
Participating Officer/Deputies (Cumulative)	n/a	40	n/a



ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY Grant Application for Law Enforcement Projects

SECTION B-2: Problem Identification

Provide a narrative of the highway safety problem in your community/jurisdiction. Describe the nature and magnitude of the problem using valid, up-to-date statistical data. Identify which program area(s) have the greatest need, (i.e., impaired driving, occupant protection, speeding and aggressive driving, pedestrian safety, etc.). Indicate what is happening, when it is happening, where it is happening, and the contributing factors.

The City of Buckeye Police Department (BPD) is looking to continue DUI enforcement and participation in the West Valley Task-force with the award of DUI overtime funding to assist in making enforcement more effective. The Past and current participation which include over 180 arrest each of the past three years demonstrates the Buckeye Police Department's commitment to enforce impaired driving in and around the City of Buckeye. The increased population growth in the City of Buckeye has also increased the need for intoxicated enforcement within the City of Buckeye. The overtime will assist in increasing officer presence, road safety and providing additional officers to identify intoxicated drivers that may injury citizens or themselves if not identified on before an incident or accident. Additionally the overtime will provide much needed support in supporting officers and identifying drivers impaired driving in the City of Buckeye and West Valley.

The City of Buckeye is Arizona's largest city by land area with more than 600 square miles of municipal planning area. The increase in growth and the vast land area of the City provides a very challenging task for enforcement and the addition of the requested equipment will assist in keeping the City and surrounding areas safe through the use of technology conducting task-force enforcement and saturation patrols within the City of Buckeye.



ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY
Grant Application for Law Enforcement Projects

SECTION C: Goals and Objectives – Police Traffic Services

Based on your problem identification stated in Section B-2, fill in the blanks for each agency Goal and Contract Objective outlined below.

Agency Goals:

To decrease the number of speeding-related crashes 20 % from 8 during calendar year 2016 to 6 by December 31, 2019.

To decrease fatalities in speeding-related crashes 50 % from 1 in calendar year 2016 to 0 by December 31, 2019.

To decrease serious injuries in speeding-related crashes 50 % from 8 in calendar year 2016 to 4 by December 31, 2019.

Contract Objectives:

To increase the number of speeding and aggressive driving citations 20 % from 12 during Calendar Year 2017 to 15 during FFY 2019.

Conduct targeted speed enforcement efforts a minimum of 6 times per month during FFY 2019.

Additional Contract Objectives:

In addition to the required goals and objectives, create two additional contract objectives that your Agency can achieve by the end of FFY 2019.

Increase in DUI arrests and increased community awareness of DUI patrol as a result of increased presence. Increase DUI awareness through education with local high school.

BPD will participate in all west side DUI events and host at least two events.



ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY Grant Application for Law Enforcement Projects

SECTION D: Project Strategies and Activities (Method of Procedure)

In the spaces below, list or describe specific planned activities that your agency will perform in order to achieve their project objectives on a quarterly basis. Activities should describe what will be done, who will do it, and when it will take place. Objectives and subsequent activities in your project should follow the SMART method:

- S = Specific**
- M = Measurable**
- A = Action-Oriented**
- R = Realistic**
- T = Time-Framed**

1st Quarter: 10/01/2018 - 12/31/2018

Estimated 1st Quarter Expenditures: \$ 12,500

The expenditures in the first quarter will be for overtime related to DUI activities and enforcement. Enforcement reporting will be entered into the proper system as required by GOHS based on the DUI offense. All required reporting and documentation will be submitted for evaluation to GOHS by the end of the first quarter deadline.

2nd Quarter: 01/01/2019 - 03/31/2019

Estimated 2nd Quarter Expenditures: \$ 12,500

The expenditures in the second quarter will be for overtime related to DUI activities and enforcement. Enforcement reporting will be entered into the proper system as required by GOHS based on the DUI offense. All required reporting and documentation will be submitted for evaluation to GOHS by the second quarter deadline.



ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY
Grant Application for Law Enforcement Projects

SECTION D: Project Strategies and Activities (Continued)

3rd Quarter: 04/01/2019 - 06/30/2019

Estimated 3rd Quarter Expenditures: \$ 12,500

The expenditures in the third quarter will be for overtime related to DUI activities and enforcement. Enforcement reporting will be entered into the proper system as required by GOHS based on the DUI offense. All required reporting and documentation will be submitted for evaluation to GOHS by the third quarter deadline.

4th Quarter: 07/01/2019 - 09/30/2019

Estimated 4th Quarter Expenditures: \$ 12,500

During the final quarter of the grant period of performance DUI OT activities for the grant award will be reported as required and enforcement numbers entered into the appropriate system. With the support of GOHS BPD will continue enforcement and education of the public when contacting drivers on the dangers of intoxicated and under the influence driving. The grant will be completed and all required reporting submitted and reported by the September 30, 2018 period of performance deadline.



ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY **Grant Application for Law Enforcement Projects**

SECTION E: Detailed Project Budget

Please fill in the budget category that relates to your agency's project proposal. Please note that GOHS only grants overtime projects at a maximum employee related expense (ERE) rate of 40%.

Personnel Services

Description:

Expenses for the Personnel Services (Overtime) budget category are for overtime costs incurred for participation in DUI Task Forces and saturation patrols, including overtime for officers supporting the activities. The average overtime salary for officers assigned to DUI Task Forces and saturation patrols is approximately \$42.00 per hour, which represents salary costs at a rate of time and a half. Expenses for the Employee Related Expenses (ERE) budget category includes the estimate for Employee Related Expenses that will be requested for reimbursement in combination with the overtime incurred for participation in DUI Task Forces. The City of Buckeye's Employee Related Expenses is calculated at approximately 39%; however, we are only requesting 22.25% for ERE, which covers Medicare, pension contributions, and worker's compensation.

Personnel Services:

Employee Related Expenses:

Description	Requested Amount	Overtime Amount	ERE Amount	ERE %
DUI Overtime	50,000	40,900	9,100	22.25%
				0.00%
				0.00%
				0.00%
				0.00%

Total: \$ 50,000 \$ 40,900 \$ 9,100



ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY
Grant Application for Law Enforcement Projects

Professional & Outside Services

Description:

n/a

Professional & Outside Services:

Description	Requested Amount

Total:



ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY
Grant Application for Law Enforcement Projects

Travel
In-state & Out-of-State

Description:

n/a

Travel:

Description	Transport	Lodging	Per Diem	Misc.	Amount

Total:



**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY
Grant Application for Law Enforcement Projects**

Materials & Supplies

Capital Outlay

Description: *If a single piece of Capital Outlay equipment is over \$5,000, please submit a separate grant proposal.*

n/a

Materials & Supplies:

Description	Quantity	Price Per Unit	Tax	Shipping	Amount

Total:

Capital Outlay:

Description	Quantity	Price Per Unit	Tax	Shipping	Amount

Total:



**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY
Grant Application for Law Enforcement Projects**

Total Estimated Costs

Description	Requested Amount
Personnel Services	\$ 40,900
Employee Related Expenses	\$ 9,100
Professional & Outside Services	\$ 0
Travel	\$ 0
Materials & Supplies	\$ 0
Capital Outlay	\$ 0
Total:	\$ 50,000

ERE: 22.25%

SECTION F: Additional Proposal Information

If there is any additional information that your agency would like to attach to their proposal, please include a PDF attachment with your proposal. Additional information may include: pictures, invoice estimates, City/Town/County resolutions, additional enforcement information, etc.

CITY OF BUCKEYE
City Council Regular Meeting
COUNCIL ACTION REPORT

MEETING DATE: 4/3/2018	AGENDA ITEM: *6F. PD - AZGOHS Grant Application Re: Accident Investigation Equipment
DATE PREPARED: 3/7/2018	DISTRICT NO.: ALL
STAFF LIAISON: Larry Hall, Police Chief, (623) 349-6438, lhall@buckeyeaz.gov	
DEPARTMENT: Police Department	AGENDA ITEM TYPE: Consent Item

ACTION / MOTION: (This language identifies the formal motion to be made by the Council)
 Council to take action on Resolution No. 17-18 ratifying the submission of a grant application to the Governor's Office of Highway Safety relating to funding for accident reconstruction equipment; authorizing the acceptance of any resulting grant agreement; and authorizing the City Manager and Police Department Chief to execute and deliver the resulting grant agreement on behalf of the City.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

Acquiring the accident reconstruction equipment will reduce roadway closures from an average of 6 to 8 hours to 4 to 6 hours as a result of the efficiency the equipment can provide on scene when in use.

BENEFITS:

Implementing and funding for the accident reconstruction equipment will allow all Buckeye police officers to effectively reconstruct an accident scene and will allow a more effective approach to solving causes of accidents in a precise manner that will benefit citizens involved in accidents, reduce roadway closures due to the accident investigation, and possibly identify potential issues at certain intersections, roads and areas within the City. The equipment can also be used by other departments as requested to assist in accident reconstruction investigations outside the City.

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

Resolution No.17-18 will ratify the submission of the grant application, accept the grant award and authorize the execution of the Sub recipient Agreement. The Police Department's Grant Programs Administrator will ensure that all required documentation is submitted within the established deadlines and that the grant award is managed in accordance with the terms set forth in the Sub-recipient Agreement.

FINANCIAL IMPACT STATEMENT: Must be completed before submission

Funding of the grants awarded by the Governor's Office of Highway Safety is through reimbursable grants. Ongoing maintenance costs of the equipment purchased by the Police Department through grant funds will be the responsibility of the Police Department.

CURRENT FISCAL YEAR TOTAL COST:
UNBUDGETED

FISCAL YEAR:
2018-2019

FUND/DEPARTMENT:

ATTACHMENTS:

Description

- ▣ **RES 17-18**
- ▣ **BPD - FFY 2019 Accident Investigation Backup Material**

RESOLUTION NO. 17-18

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY RELATING TO FUNDING FOR ACCIDENT RECONSTRUCTION EQUIPMENT; AUTHORIZING THE ACCEPTANCE OF ANY RESULTING GRANT AGREEMENT; AND AUTHORIZING THE CITY MANAGER AND POLICE DEPARTMENT CHIEF TO EXECUTE AND DELIVER THE RESULTING GRANT AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the City of Buckeye, acting by and through its Police Department (the "City") submitted a grant application to the State of Arizona, Governor's Office of Highway Safety ("GOHS"), for the funding of accident reconstruction equipment ("Grant Application") to assist in identifying and pursuing drivers under the influence within the City; and

WHEREAS, due to timing restrictions of the Grant Application deadline, the City had to submit the Grant Application to GOHS before receiving authorization from the Mayor and the City Council; and

WHEREAS, the Mayor and City Council desire to ratify the submission of the Grant Application and authorize the acceptance of any resulting grant agreement.

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

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

Section 2. The Mayor and City Council hereby authorize (i) the ratification of the City's submission of the Grant Application (ii) the acceptance of the resulting Grant Award, and (iii) the execution of any resulting grant agreement relating to the acceptance and administration of the Grant.

Section 3. The Mayor, the City Manager, the Police Department Chief, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and other necessary or desirable instruments connected with the Grant Application and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 3rd day of April, 2018.

Jackie A. Meck, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney



ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY
Grant Application for Law Enforcement Projects

Federal Fiscal Year: 2019

DUE DATE: March 2, 2018

Grant application decisions are reviewed and decided upon by GOHS and include consideration of the following: analysis of crash data, need for the project, past performance with highway safety grants (if applicable), and Federal funding availability. Please contact the Arizona Governor's Office of Highway Safety at (602) 255-3216, if you need assistance with this application.

SECTION A: Agency Application Information

Agency:

Agency Name: Buckeye Police Department
Address: 21699 W. Yuma Road, Suite 104
City, State, Zip: Buckeye, AZ 85326
Fax: (623) 349-6506
Phone: (623) 349-6447

Governmental Unit:

Governmental Name: City of Buckeye Police Department
Address: 21699 W. Yuma Road, Suite 104
City, State, Zip: Buckeye, AZ 85326

Project Director:

Name: Larry Hall
Title: Police Chief
Address: 21699 W. Yuma Road, Suite 104
City, State, Zip: Buckeye, AZ 85326
Phone: (623) 349-6439
Email: lhall@buckeyeaz.gov

Project Admin:

Name: LaMar Brown
Title: Grant Program Administrator
Address: 21699 W. Yuma Road, Suite 104
City, State, Zip: Buckeye, AZ 85326
Phone: (623) 349-6447
Email: lbrown@buckeyeaz.gov

Financial Contact:

Name: Sherri Meredith
Title: Accountant Supervisor
Address: 530 E. Monroe
City, State, Zip: Buckeye, AZ 85326
Phone: (623) 349-6154
Email: Emeredith@buckeyeaz.gov

Please attach a cover letter addressed to the Director of the Governor's Office of Highway Safety on agency letterhead. This cover letter must be signed by a representative of your agency authorized to commit your agency to conduct the grant should it be approved for funding.



ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY **Grant Application for Law Enforcement Projects**

SECTION B-1: Agency Overview – LAW ENFORCEMENT PROJECTS

Fill in the information and statistics in this section for your jurisdiction.

Project Title: BPD Accident Reconstruction

Project Description: (1 or 2 paragraphs, brief overview)

BPD is requesting funding to purchase accident reconstruction equipment. The equipment will allow a scientific approach to solving the questions of how and why an accident occurred. A trained officer will perform this task in the field. Reconstructing accidents requires a methodology that begins with known data such as vehicle final rest positions, accident scene evidence and vehicle damage. Obtaining the equipment to effectively reconstruct an accident scene will allow a more effective approach to solving causes of accidents in a precise manner that will benefit citizens involved in accidents and possibly identify potential issues at certain intersections, roads and areas within the City of Buckeye. The equipment can also be used by other departments as requested to assist in accident reconstruction outside of the City.

Number of sworn officers: 93

Total Population in your city/town or county: 66,110

Total Road Mileage: Highway 149 Local 299 Total 448

Crash Data: Include all data for your jurisdiction, not crashes only worked by your agency.

	2016	2015	2014
Total Crashes	800	664	660
Total Serious Injury Crashes	119	98	89
Total Fatal Crashes	6	2	6
Total Traffic Accident Investigations	800	664	660
Total Traffic Serious Injury Investigations	119	98	89
Total Traffic Fatality Investigations	6	2	6

The data above represents: County ☐ City/Town ☒



ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY
Grant Application for Law Enforcement Projects

SECTION B-1: Agency Overview (Continued) – LAW ENFORCEMENT PROJECTS

Enforcement Data: Fill in the information and statistics below for your jurisdiction.

	2017	2016	2015
Total Contacts (Traffic Stops)	14318	17108	n/a
Total Sober Designated Drivers Contacted	33	63	88
Total Know Your Limit Contacts	228	182	233
TOTAL DUI ARRESTS	228	182	233
Total DUI Aggravated	31	12	10
Total DUI Misdemeanor	238	170	223
Total DUI Extreme (.15 or Above)	58	48	67
Under 21 DUI Citations	9	19	6
Average BAC	.115	.150	.150
Minor Consumption / Possession Citations	121	61	70
Total DUI Drug Arrests	62	23	24
30-Day Vehicle Impounds	829	623	617
Seat Belt Citations	227	196	201
Child Restraint Citations	27	34	35
Criminal Speed Citations	89	97	96
Reckless Driving Citations	12	5	9
Civil Speed Citations	1659	1477	989
Other Citations (except speed)	7416	5300	2797
Other Arrests	n/a	n/a	n/a
Participating Officer/Deputies (Cumulative)	42	40	n/a



ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY Grant Application for Law Enforcement Projects

SECTION B-2: Problem Identification

Provide a narrative of the highway safety problem in your community/jurisdiction. Describe the nature and magnitude of the problem using valid, up-to-date statistical data. Identify which program area(s) have the greatest need, (i.e., impaired driving, occupant protection, speeding and aggressive driving, pedestrian safety, etc.). Indicate what is happening, when it is happening, where it is happening, and the contributing factors.

When the facts of a serious injury or fatal collision are unknown or in dispute, careful reconstruction of a scene can often reveal what actually happened based on scientific and calculated evidence. After a collision, the investigator writes a police report and in many cases a part of that report focuses on the reconstruction of the collision to include the pre- impact motion of the vehicle(s), vehicle speed, cause of the collision etc. The Buckeye Police Department (BPD) has investigated or assisted in the investigation of 12 fatal collisions and 235 serious collisions from January 1, 2016 to present where critical measuring tools were needed in order to accurately recreate a scene. The City of Buckeye is growing at an extremely fast rate and these type of investigations are becoming more frequent. The BPD has relied on other agencies like DPS, Goodyear PD and MCSO for equipment we do not have delaying the investigation itself. The City of Buckeye has recently widened intersections and annexed new intersections like W. Indian School at N. 195th Ave., W. MC85 and S. Miller Road and W. Yuma Road and S. 195th Ave in the next coming months which have been the site of multiple fatal collisions. The equipment we are seeking will advance us in the next stage of collision reconstruction to reduce roadway closure times and increase the accuracy of evidence gathered and what has occurred. The equipment BPD is requesting will also be used to assist in homicide scenes which will also assist the BPD Criminal Investigation Division in scene reconstruction when not being used for traffic accident reconstruction.



ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY

Grant Application for Law Enforcement Projects

SECTION C: Goals and Objectives – Accident Investigation

In the spaces below, create 2 to 4 quantifiable goals that will relate to your agency's problem identification as stated in Section B-2. The 2019 Federal Fiscal Year begins on October 1, 2018 and ends on September 30, 2019.

Contract Objectives:

Produce advanced training in-house to fellow collision investigators as well as to neighboring agencies that required collision scene investigation.

Reduce roadway closures from an average of 6 to 8 hours to 4 to 6 hours as a result of the efficiency this equipment can provide on scene when in use.



ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY
Grant Application for Law Enforcement Projects

SECTION D: Project Strategies and Activities (Method of Procedure)

In the spaces below, list or describe specific planned activities that your agency will perform in order to achieve their project objectives on a quarterly basis. Activities should describe what will be done, who will do it, and when it will take place. Objectives and subsequent activities in your project should follow the SMART method:

- S = Specific**
- M = Measurable**
- A = Action-Oriented**
- R = Realistic**
- T = Time-Framed**

1st Quarter: 10/01/2018 - 12/31/2018

Estimated 1st Quarter Expenditures:

The expenditures in the first quarter will be limited if any. Most of the activity in the first quarter will be the procurement process for obtaining the accident reconstruction equipment requested. The procurement procedures will take most if not all of the first quarter once award notification and notice to proceed is issued. By the end of the December 2018 it is anticipated all equipment will be in the process of being ordered and put into service. All required reporting and documentation will be submitted for evaluation to GOHS by the end of the first quarter December 31, 2018 .

2nd Quarter: 01/01/2019 - 03/31/2019

Estimated 2nd Quarter Expenditures:

All grant funds should be expended by the end of the second quarter and the equipment received to be put into service. It is anticipated all equipment will be put into service by March 31, 2018. Reimbursement requests will be submitted for review to GOHS as equipment is received and acquired through the procurement process. All required reporting and documentation will be submitted for evaluation to GOHS by March 31, 2018.



ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY
Grant Application for Law Enforcement Projects

SECTION D: Project Strategies and Activities (Continued)

3rd Quarter: 04/01/2019 - 06/30/2019

Estimated 3rd Quarter Expenditures:

The enforcement equipment will be active and in service including all reimbursements submitted for review to GOHS by June 30, 2018 barring any delays or unintended manufacturing delays. No expenditures are anticipated during this quarter and all reimbursement requests will be submitted for a review by the June 30, 2018 end of quarter date. All required reporting and documentation will be submitted for evaluation to GOHS by June 30, 2018.

4th Quarter: 07/01/2019 - 09/30/2019

Estimated 4th Quarter Expenditures: \$ 0

During the final quarter of the grant period of performance all items identified in the grant award will have been purchased and equipment received. The equipment will be in service and the BPD will continue to work cooperatively with west valley partners on sharing equipment if needed. The equipment provided by GOHS will assist in solving accident investigations more effectively. The grant will be completed and all reporting submitted by September 30, 2018.



ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY
Grant Application for Law Enforcement Projects

SECTION E: Detailed Project Budget

Please fill in the budget category that relates to your agency's project proposal. Please note that GOHS only grants overtime projects at a maximum employee related expense (ERE) rate of 40%.

Personnel Services

Description:

Overtime for training on the Leica BLK 360 Accident Investigation Equipment.

Personnel Services: **Employee Related Expenses:**

Description	Requested Amount	Overtime Amount	ERE Amount	ERE %
Overtime for training on equipment	6,113	5,000	1,113	22.26%
				0.00%
				0.00%
				0.00%
				0.00%
Total:	\$ 6,113	\$ 5,000	\$ 1,113	



ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY
Grant Application for Law Enforcement Projects

Professional & Outside Services

Description:

n/a

Professional & Outside Services:

Description	Requested Amount

Total:



ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY
Grant Application for Law Enforcement Projects

Travel
In-state & Out-of-State

Description:

n/a

Travel:

Description	Transport	Lodging	Per Diem	Misc.	Amount

Total:



ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY
Grant Application for Law Enforcement Projects

Materials & Supplies

Capital Outlay

Description: *If a single piece of Capital Outlay equipment is over \$5,000, please submit a separate grant proposal.*

Accident reconstruction equipment. An estimate and picture of the equipment is attached.

Materials & Supplies:

Description	Quantity	Price Per Unit	Tax	Shipping	Amount

Total:

Capital Outlay:

Description	Quantity	Price Per Unit	Tax	Shipping	Amount
Leica BLK 360Scanner	1	18,990		0	18,990
Leica Cyclone - Register	1	7,950		0	7,950
Leica Cyclone - Publisher	1	5,515		0	5,515
IMS MAp360v1 Point Cloud Extension	1	6,300		0	6,300
BLK360 Accessory Package	1	900			900

Total:

\$ 39,655



**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY
Grant Application for Law Enforcement Projects**

Total Estimated Costs

Description	Requested Amount
Personnel Services	\$ 5,000
Employee Related Expenses	\$ 1,113
Professional & Outside Services	\$ 0
Travel	\$ 0
Materials & Supplies	\$ 0
Capital Outlay	\$ 39,655
Total:	\$ 45,768

ERE: 22.26%

SECTION F: Additional Proposal Information

If there is any additional information that your agency would like to attach to their proposal, please include a PDF attachment with your proposal. Additional information may include: pictures, invoice estimates, City/Town/County resolutions, additional enforcement information, etc.

CITY OF BUCKEYE
City Council Regular Meeting
COUNCIL ACTION REPORT

MEETING DATE: 4/3/2018	AGENDA ITEM: *6G. Shooting Range Permit Extension
DATE PREPARED: 3/18/2018	DISTRICT NO.: ALL
STAFF LIAISON: Larry Hall, Police Chief, (623) 349-6438, lhall@buckeyeaz.gov	
DEPARTMENT: Police Department	AGENDA ITEM TYPE: Consent Item

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

Council to take action on Amendment Two to the Joe Foss Shooting Complex Special Use Permit (SUP) between the City of Buckeye and the Arizona State Rifle and Pistol Association (ASRPA) related to the Police Department's use of the Joe Foss Shooting Complex; and authorizing the City Manager to execute and deliver said Amendment Two on behalf of the City.

RELEVANT GOALS:

GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

The Joe Foss Shooting Complex (the "Complex") is located at the Buckeye Hills Regional Park and owned by Maricopa County (the "County"). The City previously had a permit with the Buckeye Sportsman Club. On September 25, 2017, the County entered into an Agreement with ASRPA to manage and operate the Complex through December 31, 2017. On January 16, 2018, Council approved an extension of this agreement through March 31, 2018. The agreement between the County and ASRPA is not finalized yet and another extension has been provided to ASRPA through September 24, 2018. ASRPA is authorized to issue a use permit, and requires said use permit from City of Buckeye Police Department for utilization of the Complex through September 24, 2018. The Police Department desires to continue to utilize the Complex for police firearms qualifications and shooting drills.

BENEFITS:

The Police Department does not have a training facility to conduct police firearms qualifications. This approval of this extension will allow the Police Department to continue with training and shooting drills at the Complex.

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

Upon approval and execution of Amendment Two, the Police Department will forward the Amendment to ASRPA for final execution and return of the fully executed document to the City of Buckeye's Clerk.

FINANCIAL IMPACT STATEMENT: Must be completed before submission

The City of Buckeye will pay a fee of \$6.00 per individual that utilizes the range plus a facility fee of \$50.00 per day.

**CURRENT FISCAL YEAR TOTAL COST:
BUDGETED**

**FISCAL YEAR:
2018/2019**

FUND/DEPARTMENT:

ATTACHMENTS:

Description

- ☐ **Amendment Two issued 3/15/18**
- ☐ **Amendment One and Special Use Permit**

AMENDMENT TWO, issued March 15, 2018:

1. ASRPA hereby warrants that it has executed an extension to its SUP with Maricopa County Parks and Recreation to manage and operate the Joe Foss Range Complex through September 24, 2018.
2. ASRPA further warrants that as a result of extending its SUP with Maricopa County Parks and Recreation it has the ability to amend this SUP between itself and the City of Buckeye executed on November 7, 2017, and extended by mutual consent of the Parties on December 19, 2017.
3. The term listed in Section 2.2 of the original SUP is hereby extended by mutual consent of the Parties to September 24, 2018. Any other reference in the SUP to December 31, 2017 is hereby changed to September 24, 2018.
4. All other provisions of the SUP remain the same.

ACKNOWLEDGEMENT OF AMENDMENT TWO:

CITY OF BUCKEYE

By _____
Roger Klingler
City Manager

Date: _____

ASRPA

By _____
Craig E Joyner
President

Date: 3-15-2018

ATTEST

By _____
Lucinda Aja, City Clerk

APPROVED AS TO FORM

By _____
Scott Ruby, City Attorney

AMENDMENT ONE, issued December 19, 2017:

1. ASRPA hereby warrants that it has executed an extension to its SUP with Maricopa County Parks and Recreation to manage and operate the Joe Foss Range Complex through March 31, 2018.
2. ASRPA further warrants that as a result of extending its SUP with Maricopa County Parks and Recreation it has the ability to amend this SUP between itself and the City of Buckeye executed on November 7, 2017.
3. The term listed in Section 2.2 above is hereby extended by mutual consent of the Parties to March 31, 2018. Any other reference in the SUP to December 31, 2017 is hereby changed to March 31, 2018.
4. All other provisions of the SUP remain the same.

ACKNOWLEDGEMENT OF AMENDMENT ONE:

CITY OF BUCKEYE

By _____
Roger Klingler
City Manager

Date: _____

ATTEST

By _____
Lucinda Aja, City Clerk

ASRPA

By _____
Craig E Joyner
President

Date: 12-19-2017

APPROVED AS TO FORM

By _____
Scott Ruby, City Attorney

JOE FOSS SHOOTING COMPLEX

SPECIAL USE PERMIT

This Special Use Permit is entered into between the Arizona State Rifle and Pistol Association, herein after referred to as ASRPA ("Permitter"), and the City of Buckeye, an Arizona municipal corporation ("Permittee") for use of the Joe Foss Shooting Complex ("Complex") located at 26700 W. Buckeye Hills Drive, Buckeye, Arizona 85326.

1. Overview:

As authorized by a Special Use Permit ("Permit") entered into between Maricopa County Parks and Recreation Department ("Parks") and Permitter effective September 25, 2017, the Permitter is authorized to enter into a Special Use Permit with the Permittee for use of the Complex. The Permit entered into between Parks and Permitter expires on December 31, 2017.

The entering into this Special Use Permit between Permitter and Permittee is based upon acceptance of the conditions outlined below by the Parties.

A representative of the Permitter may be physically located on the Complex during range operations or during times when the Permittee has representatives on the Complex.

This Special Use Permit is not exclusive. Permitter reserves the right to access the Complex during use by the Permittee for the purpose of inspection and observation of Complex use.

Parks retains the right to close any and all areas of Buckeye Hills Regional Park, including the Complex, for reasons of health and safety.

Parties agree to comply with all applicable federal, state, county and city statutes, laws and ordinances; Parties agree to comply with all Parks and Permitter rules and regulations.

This Special Use Permit agreement may be modified by the Permitter at any time.

2. Term and Termination:

2.1 The Permittee may have use of the pistol (50 yard) and/or multi-use range (shooting out to 200 yards) as negotiated with, and agreed by, the Permitter. Use of the Administration Building including Classrooms, Generator and Restrooms by the Permittee are not included in this Special Use Permit.

2.2 Term and Termination. This Special Use Permit between Permitter and Permittee will be effective from October 30, 2017 and shall expire on December 31, 2017. The term of this Special Use Permit is subject to early termination upon Parks entering into a long-term agreement with a party to operate, manage and maintain the public shooting complex. This Special

Use Permit may be extended on a month-to-month basis by mutual consent of the Permitter and Permittee, collectively known as the "Parties."

- 2.2.1 This Special Use Permit does not represent an agreement subject to dispute. Immediate termination or suspension has no provision for corrective action.
- 2.2.2 Loss of privileges granted by this Special Use Permit through termination, revocation or suspension is at the will of the Permitter.
- 2.2.3 In the event of termination, revocation or suspension, the Permitter will not be liable for any compensation to the Permittee for losses, including, but not limited to, lost income, profit, wages, training time or other monies which may be claimed.
- 2.3 Criteria for termination, revocation or suspension include, but are not limited to:
 - 2.3.1 Health and safety concerns; to protect area resources.
 - 2.3.2 Failure on the part of the Permittee to maintain or operate the Complex in a manner outlined by the Permitter.
 - 2.3.3 Non-professional or disorderly conduct on the part of the Permittee or its employees or members.

3. Responsibilities and Requirements:

3.1 Insurance/Liability.

- 3.1.1 The Permitter agrees, through entering into this Special Use Permit with the Permittee to indemnify and save harmless Parks and Maricopa County or any of their dependents, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by activity, condition or event arising out of the performance or non-performance of the Permittee.
- 3.1.2 The Permittee agrees, through entering into this Special Use Permit with the Permitter to indemnify and save harmless ASRPA or any of their dependents, agencies, officers or employees, from and against all loss, expense, damage, or claim of any nature whatsoever which is caused by activity, condition or event arising out of the performance or non-performance of the Permitter.
- 3.1.3 The Permittee will be required to show proof of current liability insurance providing limits of not less than \$2,000,000 combined single limit for injuries or damage received or sustained by any person(s) or property as a result of any one occurrence or incident

prior to conducting operations as authorized under this Special Use Permit. Permittee will add to its current liability insurance policy as "Additional Insured" both "Maricopa County Parks and Recreation" and "Arizona State Rifle and Pistol Association"; each will be listed as "Additional Insured" on each Certificate of Insurance required.

- 3.1.4 All Insurance will be effective prior to commencement of Permittee activities. Copies of the current Certificate of Insurance will be provided to ASRPA and Other Interested Parties prior to commencing of services authorized by this Special Use Permit.
- 3.1.5 Copies of all insurance policies shall be made available to ASRPA and Other Interested Parties within thirty (30) days of request. ASRPA shall be given thirty (30) days advance written notice of cancellation of policy, non-renewal or change in coverage limits under this Special Use Permit.

3.2 Environmental.

- 3.2.1 The Permittee accepts sole responsibility for all wastes produced by its operation, activities and occupation of the Complex and will comply with all applicable laws concerning such wastes, including federal, state and local regulatory requirements. This does not include lead from normal Range use. Per Maricopa County regulations NO chemical usage is permitted. (e.g., CS, CN and pepper spray may not be discharged or used on this County Facility).
- 3.2.2 The Permittee further represents and warrants to the Permitter, its agents, employees, and contractors will not, at any time, generate, release, place or allow to remain on the Complex any hazardous or toxic substances or wastes (e.g., gas spill, oil spills, portable propane tanks).
- 3.2.3 The Permittee will assume responsibility for the preservation of Complex and its facilities through the protecting the Complex and facilities from damage not to be considered "fair wear and tear" based upon a determination to be made by the Permitter. The Permittee shall be liable for all damage incurred and shall be responsible for all costs incurred in correcting said damage.

3.3 Maintenance.

3.3.1 Trash and Expended Shell Casings.

The Permittee shall, upon departure of the Complex, ensure trash is placed in plastic lined receptacles and expended shell casings

are placed in the proper containers. Containers will be provided by the Permitter. Garbage bags used as liners for trash receptacles will be provided by the Permittee. Failure to accomplish this to the satisfaction of the Permitter will result in a \$30.00 per hour clean-up to be billed to the Permittee and possible loss of future use of the Complex.

3.4 Range Operation.

3.4.1 Reservations for range use will be made as per the document entitled 'Joe Foss Shooting Range Standard Operating Procedure' attached hereto as part of Addendum I.

3.4.2 Cancellation notifications for reserved range(s) must be sent by email and/or SMS text to ASRPA's Craig Joyner (president@asrpa.com; Mobile: 480-433-8047).

3.4.3 Range Personnel.

3.4.3.1 Permittee will be required to have at least one (1) person current in CPR and First Aid present on the range during operation. Permittee is required to show proof of current status to Permitter prior to operation of the range.

3.4.3.2 Permittee will be required to provide current, Certified Range Safety Officers, in sufficient quantity, to conduct range operations. Permittee is required to show proof of current status to Permitter prior to operation of the range.

3.4.3.3 If the Permittee represents a Law Enforcement, Military or Public Safety organization, the Permittee will be required to provide a list of Arizona Police Officers Standards and Training personnel who will be supervising and acting as Range Safety Officers. This list will be provided to the Permitter prior to range operation.

3.4.3.4 The Permittee will provide to the Permitter, prior to the start of range operation, a listing of all personnel who will be using the range on a particular day.

3.4.3.5 Law Enforcement, Military, and Public Safety Permittees will be responsible for providing their own range materials, i.e. targets, target frames, cardboard and any other items necessary for training.

3.4.4 Accident and Injury Reporting.

3.4.4.1 Any accident or incident resulting in the injury of a Permittee employee or member requiring on-site medical attention or

evacuation; any property damage to the Complex; or violation of any stated provision of this Special Use Permit will be reported to the Permitter representative as soon as possible. If required by the Permitter, a written report will be provided by the Permittee within five (5) days after the occurrence.

3.4.5 Permittee Range Operation.

3.4.5.1 Prior to utilizing range facilities, the Permittee will provide, a copy of their Standard Operating Procedures ("SOP") for operating a firing line and Emergency Procedures to the Permitter for review and approval. It is not required that the SOP and Emergency Procedures be separate documents, only they are in place and enforced.

3.4.5.1.1 If the Permittee does not provide a SOP they will be required to use the documents contained in Addendum I - Joe Foss Range Standard Operating Procedures. Addendum I is hereby made part of this Special Use Permit agreement.

3.4.5.2 To the greatest extent possible vehicles are to be driven only on graded/maintained surfaces. They may, however, be utilized on the firing ranges to place and retrieve targets.

3.4.5.2.1 Vehicles with a gross vehicle weight exceeding 1 ton, any armored vehicle, or any vehicle with excessively aggressive tires are prohibited from being driven onto any firing range.

3.4.5.2.2 Vehicles will be driven along the outer wall until at the proper distance and then driven straight out to drop off or retrieve targets.

3.4.5.2.3 Any deviations or other use of vehicles on any firing range must be approved by the Permitter prior to occurrence.

3.4.6 Prohibited Ammunition

3.4.6.1 All explosive, incendiary and tracer rounds are prohibited on any firing range.

3.4.6.2 .50 BMG rounds are prohibited on any firing range.

3.4.6.3 On the Trap and Skeet range only 12 gauge and smaller shotguns are permitted. Magnum rounds are prohibited, all rounds must be 2 ¾ inches or shorter and no shot greater than 7 ½ is allowed.

4. Fees and Charges:

4.1 Range.

- 4.1.1 A Law Enforcement/Military/Public Safety Permittee shall pay a fee of six dollars (\$6.00) per individual that utilizes the range plus a facility opening/closing fee of fifty dollars (\$50.00), per day.
- 4.1.2 If desired, ASRPA will arrange for portable sanitation units and hand washing stations for the term of the Special Use Permit. The costs for these services, if coordinated by ASRPA on behalf of Permittee, will be paid for by the Permittee as billed by ASRPA.
- 4.1.3 In compliance with County requirements any Law Enforcement/Military/Public Safety Permittee will not be provided with keys to the Complex. Permitter has installed a combination padlock at the entrance to the Complex and will provide the entrance code to the Permittee.

4.2 All fees, including those assessed in Section 3 of this document, will be paid by check or purchase order. If a purchase order is used by the Permittee, payment is required thirty (30) days of receiving the invoice from the Permitter. Credit card payment will not be accepted.

4.3 Upon receipt of invoices from Permitter, payment will be made within thirty (30) days, and payments should be made out to 'ASRPA' and sent to the following address:

Arizona State Rifle and Pistol Association
Attn: Craig Joyner
P.O. Box 301
Cave Creek, AZ 85327

5. Effective Date:

The effective dates of this Use Permit are as stated below:

10/30/2017 to 12/31/2017.

6.

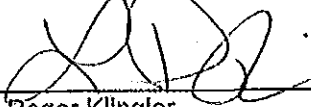
Permittee's Name and Address and Phone:

City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
623-349-6000

The Parties hereby execute this Agreement and accept the provisions of this Use Permit.

CITY OF BUCKEYE


By


Roger Klingler
City Manager

Date: 11/7/2017

ASRPA


By


Craig E Joyner
President

Date: _____

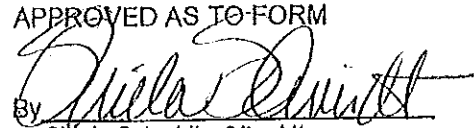
ATTEST

By


Lucinda Aja, City Clerk

APPROVED AS TO FORM

By


Shiela Schmidt, City Attorney

5. Effective Date:

The effective dates of this Use Permit are as stated below:

10/30/2017 to 12/31/2017.

6.

Permittee's Name and Address and Phone:

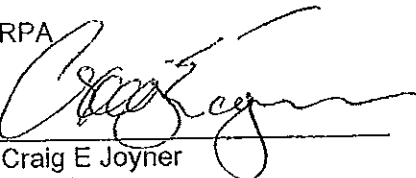
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
623-349-6000

The Parties hereby execute this Agreement and accept the provisions of this Use Permit.

CITY OF BUCKEYE

By _____
Roger Klingler
City Manager

ASRPA

By 
Craig E Joyner
President

Date: _____

Date: 11-7-2017

ATTEST

APPROVED AS TO FORM

By _____
Lucinda Aja, City Clerk

By _____
Scott Ruby, City Attorney

ADDENDUM I – JOE FOSS RANGE STANDARD OPERATING PROCEDURES

This Addendum I is comprised of the following two documents, copies of which are attached:

1. Joe Foss Shooting Range Standard Operating Procedure
2. Joes Foss Shooting Complex Procedures and Guidelines for Range Officers
(May 21, 2010, Version 2.3)

Joe Foss Shooting Range Standard Operating Procedure

The following protocols will be followed by firearms instructors when using the Joe Foss Shooting Range

I. Prior to Use

A. Firearms instructors will coordinate use of the shooting range through Training Sergeant Jeff Haley or Officer Desmond Branston who will make email or text notification to ASRPA President Craig Joyner president@asrpa.com or (480) 433-8047 providing dates and times of projected use.

1. Although it is understandable that range use may extend beyond predicted ending times, firearms instructors should buffer the anticipated ending time to allow for some carryover
2. Firearms instructors should take into account the range is available for use on Mondays between the hours of 0600-midnight, and Thursdays between 1200-midnight.

B. The following procedures will be followed upon arrival at the range, and prior to shooting

1. The proper padlock will be secured on the gate allowing access to authorized personnel.
2. Red flags will be raised on the range being utilized, either 50 yard or 200 yard range (flags are stored in a drawer near the center of the range)
3. Safety Officers will ensure the medical supply bags, including hemostatic clotting agent and tourniquet, are near the training location.

II. During Range Use

A. Firearms Safety Rules

1. All guns are always loaded
2. Always point the muzzle in a safe direction
3. Keep your finger straight along the frame until your sights are on target and you have decided to fire
4. Be sure of your target and surroundings

Joe Foss Shooting Range Standard Operating Procedure

The following protocols will be followed by firearms instructors when using the Joe Foss Shooting Range

B

Safety brief

1. During each scheduled range event there will be designated roles assigned to ensure the safety of everyone at the range
 - a. Safety Officers – Firearms Instructors
 - i. We are all responsible for our own safety and the safety of those around us
 - b. Communicator – Responsible for contacting medical/fire personnel for response to the range
 - c. Runner – Responsible for driving out to 85 and directing medical/fire personnel to the location of the injured person or problem*
 - d. Medic (if available) – Responsible for immediate treatment of injured person
 - e. Medic assist – Responsible for assisting the medic or safety officers with initial treatment of injured person

*The nearest Fire Station to the range is 530 E Monroe in downtown Buckeye. Safety officers and supervisors should give consideration to loading and moving critically injured persons towards that location with the potential to meet Fire responders at the Shell station at the intersection of MC85 & the MC85 Bypass Route or at the Station House.

2. All officers are responsible for safety. The universal command to bring a halt to training, regardless of the type or location of the training, is the command "CEASE FIRE"
3. If anyone sees an activity that he/she believes is being conducted unsafely, they have a RESPONSIBILITY to call a halt to the training by shouting or communicating "CEASE FIRE" repeatedly, and standing still with one arm raised until all actions have ceased and the Safety Officer has made contact
4. Upon hearing the command to "CEASE FIRE", all officers will immediately stop all activity, safe all weapons by placing long guns on safe and letting them hang from the sling or going "hands off" and holstering all sidearms, and will stand still until further instructions are received
5. Upon a training halt due to "CEASE FIRE", the Safety Officer will locate the officer who called the halt, determine what has caused the unsafe condition and

Joe Foss Shooting Range Standard Operating Procedure

The following protocols will be followed by firearms instructors when using the Joe Foss Shooting Range

make a decision as to the continuation of the training and/or mitigation of the condition. The Safety Officer will communicate the decision to the on-site supervisor.

6. The Safety Officer has complete control over the safety of a training event and his/her decision is final. No officer or supervisor may override the Safety Officer's decision during a training event
- B. Medical Treatment Point
 - a. All injuries will immediately be reported to the safety officer and/or medics. Safety Officer or medics will determine the level of treatment and all treatment will take place at the designated medical treatment point determined by the safety officer or medic. "CEASE FIRE" conditions will be instituted as listed above.
- C. Emergency procedures
 - a. If the injury requires basic first aid, the Safety Officer will coordinate the care of the injury using medical supplies located at the range.
 - b. If the injury requires advanced medical aid, the above procedures outlined in section B 1 will be initiated.
 - I. Medics or Medic assist officers will tend to the injured person
 - II. Safety Officer shall contact Command Staff at the Buckeye Police Department as soon as practical.
- E. Be aware that we are guests at this range and the utmost respect and care shall be given.
- F. Only use the target stands located inside of the storage shed designated for the City of Buckeye.
 1. Target stands located under the shooting canopy will NOT be used as they belong to Joe Foss.
- G. Weapon Handling
 1. All loading and unloading of firearms will be done facing down range or in the designated Loading/Unloading bays.
 2. Prior to picking up any objects off of the ground the student will insure that handguns are holstered and/or long guns have safety's on and slung, or that the weapons muzzle can be kept pointed downrange while the object is picked up with the support hand.

Joe Foss Shooting Range Standard Operating Procedure

The following protocols will be followed by firearms instructors when using the Joe Foss Shooting Range

3. Any weapon left out of the direct control of a student will be unloaded, with the action locked open and the ejection port facing up so it is readily recognizable as safe.
- H. Vehicle use on the range
 1. Vehicles may be used on the shooting range for transporting target stands or for use during shooting exercises.
 - a. Do not drive any vehicles over the in-ground cement target stands.
 - b. Drive along the outer most walls of the range to a point near the berm that does not have the in-ground cement target stands.
- J. Use of steel targets
 1. Joe Foss owned steel targets will not be utilized.
 2. The following rules will be in place whenever steel targets are being utilized.
 - Targets must be placed as close to the berm as possible or the ground must be covered by plywood.
 - Always stand at least 10 yards from the target when using handgun calibers.
 - Always stand at least 100 yards from the target when using rifle callbers like .223 and .308.
 - Shotgun slugs will not be used on steel targets.
 - Never use rifle calibers on handgun rated targets.
 - Never use ammunition that exceeds 3,000 feet per second at the muzzle.
 - Never use ammunition that travels below 750 feet per second.
 - Never shoot on steel that is cratered, pitted, or damaged in any way.
 - Targets should be placed with a 3 foot lateral and deep offset from any adjacent target.
 - If shooting multiple targets, angle of engagement should not exceed 20 degrees.
 - Inspect all targets before using for damage, functionality, etc.
 - Shooters and observers must wear long pants (no shorts), a cap or hat with a brim, and eye protection.
- III. Post Range Use
 - A. Student responsibilities
 1. Pick up brass
 2. Break down targets and dispose of paper targets in the provided bin.

Joe Foss Shooting Range Standard Operating Procedure

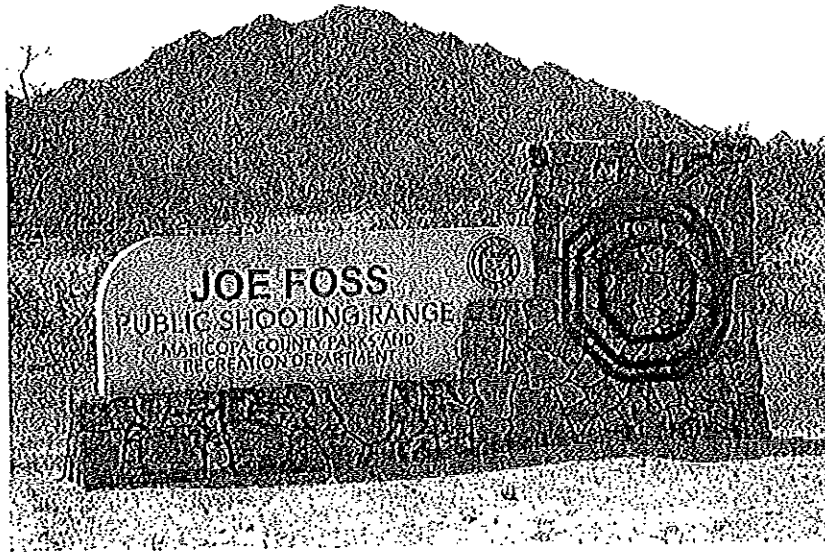
The following protocols will be followed by firearms instructors when using the Joe Foss Shooting Range

3. Sign rosters or qualification sheets
- B. Instructor responsibilities
1. Instructors will insure that all trash and brass expended during that training session are picked up.
 2. Instructors will inspect the ground around the area used for training that day to ensure no misfired, damaged or live rounds are left on the ground.
 3. Instructors will ensure the red flags are removed from the flag pole and stored inside the drawer where they were located.
 4. Instructors will store all gear inside the storage shed designated for the City of Buckeye, and the storage shed shall be locked.
 5. Instructors will lock the bathrooms in the main building located east of the 200 yard range.
 6. Instructors will secure the gate with the proper padlock after all Buckeye personnel have left the range facility.

JOE FOSS SHOOTING COMPLEX

PROCEDURES AND GUIDELINES FOR RANGE OFFICERS

May 21, 2010
(Version 2.3)





Our Mission

To provide a fun, safe, and affordable place where shooting enthusiasts can participate in their sport. We will do this through continuous training of range officers to provide and promote safety; courteously listening to our customers; and constantly being proactive while maintaining excellent customer service and satisfaction.

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RANGE SAFETY RULES

1. All firearms must be cased or holstered prior to entering the range.
2. Shooters and observers are required to wear hearing protection and eye protection at all times, beyond the designated area, during live fire periods*.
3. Removing firearms from a case or holster can only be done at the shooting bench with muzzles pointed down-range and only during live fire periods.
4. Firearms are not to be handled during a cease fire period** for any reason.
5. Uncased rifles placed in a rifle rack must be unloaded with magazines clear or removed and actions open.
6. Live fire is permitted when safe conditions exist and only when directed by the Tower over the loudspeaker and the flashing red light is turned off.
7. Muzzles must always be pointed down range, directed at the backstop while on the shooting bench.
8. Firearms must be kept unloaded until you are ready to shoot.
9. During a cease fire period, shooters are to stay behind the yellow safety line unless picking up brass or downrange checking targets.
10. During live fire periods shooters are to stay behind the red line.
11. If you need to move firearms between shooting benches; they must be unloaded, carried with the muzzles pointed up, and actions open.
12. Discharging your firearm is to be directed into the earthen backstop only.
13. Persons who have been consuming alcohol or are under the influence of drugs are prohibited from shooting. Alcohol and illegal drugs are prohibited on all ranges at the Joe Foss Shooting Complex.
14. Following these rules while using the range is mandatory. Violators may be asked to correct unsafe shooting activities and may be asked leave the facility if not in compliance, and may also be subject to criminal and/or civil sanctions.
15. PLEASE REMEMBER THAT SAFETY IS EVERYONE'S RESPONSIBILITY. EVEN IF YOU ARE NOT SHOOTING AND YOU SEE AN UNSAFE ACT, IT IS YOUR RESPONSIBILITY TO REPORT IT TO A RANGE OFFICER.

live fire periods* - are periods when shooters may fire downrange as directed by the Tower and the red light has been turned off.

cease fire period** - are periods when shooters may not handle firearms and the flashing red light is on.

RANGE OFFICER CONDUCT

Proper Dress

What you wear while performing the duties of an RO will have an impression on the customers you serve. Therefore, dress at the level that is acceptable to the general public. Remember that you are a representative of the Buckeye Sportsman Club (BSC), the Joe Foss Shooting Complex and the shooting sports. Please make certain you are dressed clean and neatly. Examples of items that would be inappropriate are: camouflage attire, excessive military attire, slogans of political nature, or offensive commentary. If you have questions as what to wear, consult with the Chief Range Master prior to arriving on duty.

Wearing ID Badges/Vest

During your training period you will be provided a vest. During this period you will be required to wear this vest and then return it to the Range Master upon completion of training. Once you have finished your eight hours of initial training you will be given an Identification card. ROs must wear their identification cards and an RO vest while volunteering as an RO.

Your badge will be used to identify you to other ROs and to range staff. Some discount programs may also require your identification to verify enrollment in the RO program. If you decide to leave the RO program you will be required to turn in your vest, badge and any other BSC property you may have.

Shooting During Off Hours

ROs may not shoot their personal firearms while performing their volunteer assignments. Shooting may be done before or after shift, but not during. The safety vest and ID badge will not be worn during personal shooting and remember to sign out of the volunteer log prior to personal shooting.

If the shooting line is being run safely, and there is enough staff to cover the Tower and customer check-ins, ROs may assist customers with shooting information if desired by the customer. Note: do not give advice or information if a customer implies or suggests they do not wish assistance. This does not include safety situations. If their actions are unsafe then correct them.

Range Officer Expectations

As a volunteer with the Buckeye Sportsman Club (BSC) and the Joe Foss Shooting Complex, you will be expected to conduct yourself in an appropriate and professional manner. You will be expected to follow the guidelines set forth in this manual as well as the Volunteer Handbook provided by the BSC. Please see the Chief Range Master if you would like to obtain a copy of the Volunteer Handbook.

In order to remain in active status you will be asked to work a minimum of eight hours per month. Make sure to track your own volunteer hours. You must sign in and out of the RO log in the Retail Center.

The following are grounds for immediate and automatic removal from the RO Program:

- Inappropriate or careless use of firearms
- Substance abuse
- Accepting gratuities
- Physical confrontation
- Theft
- Lying
- Unprofessional conduct
- Sexual or ethnic harassment
- Unprofessional comments about Joe Foss Shooting Complex employees or volunteers

Signing In and Out

You must sign in and out on the Volunteer Sign-in Log. This log is kept in the Retail Center. The data is collected on this log and used for several purposes including awards of appreciation for volunteers, staff reports, and for use by volunteers for end of year tax charitable contribution reporting.

Scheduling

Buckeye Sportsmen's Club officers try to schedule enough volunteers to ensure the Main Range has at least one Range Master and three ROs working on it at all times. The monthly RO schedule is located in the Joe Foss Shooting Complex website. Please try to schedule yourself, as far in advance as possible, for the next time you plan to volunteer. This will help us determine staffing needs and as well as provide a safer shooting environment for our customers.

Personal Firearms

Buckeye Sportsman Club (BSC) policy allows volunteers to wear firearms openly or concealed while performing any duties as a range volunteer. Therefore, ROs may carry firearms while performing their duties.

PROPER FIREARM HANDLING

Holsters

A holstered firearm is defined as: a handgun, fitted into a case of leather or similar material, held securely in place, trigger and trigger guard covered, and offering ready access. All holsters that are worn on a person and visible by all will cover the trigger, trigger guard and have all retaining devices engaged. Shooters are only permitted to remove the pistol from the holster during live fire and next to the shooting table. Shooting from the draw is not allowed. Holstered firearms, worn on the waist or thigh, are allowed downrange and can be worn during a cease-fire.

All visible angled holsters are not allowed on the shooting range. Angled holsters are holsters that have the muzzle of the gun facing any direction other than down (horizontal shoulder holsters, cross draw, and small of back). If a customer approaches the tower, visibly wearing a pistol in a horizontal shoulder holster or any other angled holster, ask them to safely remove the holster or holsters. If shooting is in progress allow the shooter to carry the holstered firearms, muzzle up and controlled, to the shooting table and set the firearms on the shooting table with the muzzle downrange. If the shooter arrives during a cease-fire, allow the shooter to leave the pistol in the unloading bunker, with the muzzle pointed at the back wall, until shooting resumes, or they may also borrow a loaner case from the retail center.

During a cease-fire all holstered firearms located on the shooting tables do not need to be cleared and should have their muzzles pointed downrange.

Cased Firearms

A cased firearm is defined as: any firearm or firearms held in a closed hard or soft container with the trigger and trigger guard covered. The container will have either snaps, latches, or zippers. A firearm that is in a sock or wrapped in a blanket or other material is not considered a cased firearm and should be treated as uncased (see below). This will prevent the trigger from being accidentally manipulated.

All casing and uncasing of firearms is to be done during a live fire period at the shooting table with muzzles pointed downrange, no exceptions.

Allow customers carrying cased firearms to enter and exit the range at any time, during live fire or a cease-fire. Cased firearms are also allowed at the back wooden shelf in any position as long as the case is secured (closed).

Uncased Firearms

An uncased firearm is defined as: any firearm not in a case or holster (i.e. hand carried), or in a case or holster that has an exposed trigger, or is a firearm in a sock or wrapped/rolled in any other material.

Uncased firearms are not to be carried into the Main or Training ranges. If a customer arrives with an uncased firearm, send them back to the retail center to get a loaner case. Initial inspection at the Tower should ensure no uncased firearms enter the range.

While on the ranges, uncased firearms should be kept and carried unloaded and actions open. All uncased firearms are to be carried with the muzzle pointed up with actions open. Due to the concrete floors on the main range it is unsafe to carry a firearm muzzle down. If the firearm unintentionally discharged, the bullet could ricochet or send concrete flying.

NO HANDLING OF UNCASED FIREARMS FOR ANY REASON DURING A CEASE FIRE!

NO EXCEPTIONS!

Actions/Magazines

All long guns left in racks should be stored with their actions open, muzzle up, and void of ammunition and detachable magazines.

During the cease-fire all uncased firearms on the table should be left with the actions open, magazine removed, and the firearm unloaded. The plunger on tubular magazines should be partially pulled out of tube. Single action revolvers must have the loading gate open and visible chambers void of ammunition. Double action revolvers must have cylinder open and all visible chambers empty. Some actions do not automatically stay open. If the firearm's action does not automatically stay open, use a hold open device to keep the slide/action open. Stay open devices are available at the Tower or for purchase by the customer in the retail center. Empty brass or other items (not live ammo) may be used to hold the action open.

Caution: when using empty brass as a hold open device, be careful as it may scratch/damage/dirty the customer's firearm. Remember to ask for the customer's permission to handle any of their firearms.

Muzzle Control

All muzzles are to be either pointed up or downrange. Muzzles are only to be pointed downrange when the firearm is located at the shooting table.

During transportation of an uncased firearm or holster, the muzzle is to be kept elevated, preferably above the customer's head, as not to point the muzzle at themselves or others. The customer is always to have absolute control over where the muzzle is pointed. If the customer is carrying too much equipment or is having a problem assist them immediately. This will avoid an unsafe condition, such as a dropped gun, or the firearm slipping off a shoulder and thus pointed in an unsafe direction. It is ok for a customer to have a rifle with a sling on their shoulder as long as

the muzzle is up and is not pointed behind the individual. An uncased firearm should always be held muzzle up during transportation with the action open and unloaded.

B.B. and Pellet Guns

The following steps will be taken to ensure there are no loaded uncased B.B. or pellet guns on the shooting tables or the provided back racks during a cease-fire.

Break action B.B. and pellet guns: Make sure they are broken open and there is no B.B. or pellet in the chamber.

Magazine fed B.B. and pellet guns: If the magazine is removable have the customers remove the magazine and lock the action open. Ensure no B.B. or pellet is in the chamber.

Tube fed B.B. and pellet guns with cocking levers: These B.B. or pellet guns are the most difficult to ensure they are unloaded. The lever, on most lever style firearms will not open all the way without being in a cocked position, therefore being in a firing mode. This presents a safety problem. On these types of actions ask the customer to point the firearm downrange and press the trigger to see if it fires. Once it has been determined that the gun will not fire have the customer leave the cocking lever in a partially open position. This process must be conducted during every checking of the line, following the cease-fire commands.

Repeater type B.B. and pellet guns that operate by means of a CO2 cartridge: These types may or may not have a removable magazine. If equipped with a magazine have the customer remove it. Check for an open chamber to see if the gun has a B.B. or pellet in the chamber. If the gun does not have a chamber to look in then follow the procedures listed above for tube fed B.B. and pellet guns to ensure there are no projectiles left in the gun.

If there is a firearm that you do not know how to render safe seek immediate assistance from another RO or the Range Master. Remember we do not assume that a firearm is safe until it is visually verified by an RO. All B.B. and pellet guns are to be treated as any regular firearm on the range.

Muzzle Loading Firearms

All rules pertaining to general range safety apply to muzzle loading firearms in addition or exception to the following:

- All black powder firearms must be loaded at the shooting bench with muzzles pointed up. (There are rifle and pistol loading racks available in which to place the firearm.)
- Placing the powder in the firearm must be accomplished from a powder measure, holder or solid pellets. No firearm may be charged from an open container or powder horn.
- There should be no open powder containers at the shooting bench while firing.

- When priming (placing a primer on the nipple or adding powder to the pan of a flintlock firearm) the firearm must be at the shooting bench with muzzles pointed down range.
- There should be no charge in the barrel of a rifle or pistol during a cease fire period. If a cease fire is called and a shooter has a charge in the barrel, inform the Tower and the Tower will alert the range of the situation and ask everyone to step behind the Yellow Safety Line. When it is safe to do so, the Tower will give the command to discharge the firearm.
- Revolvers may contain a charge as long as the cylinder is removed from the firearm.
- It is strongly recommended to use a wet swab after each discharge to eliminate embers that may exist.
- In case of a hang-fire (primer or pan powder ignites but the charge does not) the shooter must be in control of the firearm at the shooting bench with muzzle pointed down range for a minimum of five minutes. (A CO₂ cartridge is located in the Tower for removal of failed charges.)

Firearm Restrictions

All caliber firearms are allowed on the Main Range except the .50 BMG (Browning Machine Gun). Please note that other firearms shoot fifty caliber bullets and they are allowed on the range, just not the .50 BMG (specific cartridge name).

Fully automatic firearms are allowed on the range. We do not check for NFA paperwork.

Ensure the customer is able to keep all rounds on the backstop. There is to be no shooting from the hip, regardless of firearm type.

TOWER PROCEDURES

Commands

Range Officers must read this to operate the line.

One minute before cease fire,

ONE MINUTE UNTIL BREAK ONE MINUTE UNTIL BREAK

At the break: Turn on red light and press the buzzer for three (3) full seconds and announce:

- **CEASE FIRE - CEASE FIRE**
- **OPEN AND EMPTY ALL FIREARMS**
- **REMOVE ALL MAGAZINES AND AMMUNITION. THERE SHOULD BE NO AMMUNITION ANYWHERE IN A FIREARM.**
- **WHEN YOU ARE COMPLETELY UNLOADED AND ACTIONS ARE OPEN, PLEASE STEP BEHIND THE YELLOW SAFETY LINE.**
- **IF YOUR FIREARM IS NOT OPEN AND EMPTY, PLEASE RAISE YOUR ARM AND A LINE OFFICER WILL ASSIST YOU"**

If there is an issue, ensure everybody stays behind the yellow line. Ensure that Line Officers verify that all firearms are open and empty, including magazines removed from the firearm. Communicate to the Range Officer in the Control Tower by using the following hand signals.

- *Line is safe – Point away from downrange, towards parking lot.*
- *Line is NOT safe – Raise a hand in the air.*
- *Muzzleloader to discharge – Simulate holding a rifle pointed downrange.*

When giving these hand signals to the Range Officer, please make eye contact. The Range Officer will acknowledge you by pointing to you. Please avoid any unapproved hand signals or other unprofessional gestures. If you can't remedy the situation, keep your arm in the air and maintain eye contact. The Range Officer will summon help.

When the line is safe, announce:

- **DO NOT HANDLE FIREARMS DURING THE CEASE FIRE.**
- **WHEN YOU ARE NOT DOWN RANGE, OR PICKING UP YOUR BRASS, PLEASE STAY BEHIND**
- **THE YELLOW SAFETY LINE.**
- **THE LINE IS SAFE. YOU MAY GO DOWNRANGE TO CHECK YOUR TARGETS."**

During a cease fire, make announcements when necessary to ensure all is safe. Some shooters may have to be reminded to stay away from the shooting benches and to stay behind the yellow safety line. Do this in a friendly and courteous way. Do not use the PA system unless necessary. When everybody has returned from downrange, and at least two Line or Range Officers have verified that nobody is still downrange, use the following hand signal:

- *All have returned from downrange – Point downrange*

To resume firing, announce: **EYES AND EAR PROTECTION PLEASE**

- **STAY BEHIND THE RED FIRING LINE. KEEP MUZZLES POINTED DOWNRANGE**
- **CASE AND UNCASE ONLY AT THE SHOOTING BENCH WITH ALL MUZZLES POINTED DOWNRANGE. DO NOT CASE OR UNCASE FIREARMS BEHIND THE YELLOW SAFETY LINE.**
- **YOU MAY RESUME FIRING. THE NEXT BREAK IS IN 15 MINUTES**

Turn OFF the red light.

Range Master

The Range Master is responsible for safety and customer service. He can assign roles of Range Officers, and may or may not be in the Tower during his shift. More likely he will move and work different areas on the Main Range.

Tower Officer

The Range Officer in the tower will greet customers as they arrive and thank departing customers. If it is busy and there is a wait the Tower Officer may also have to call numbers and work the waiting list.

If there is enough staff, there will be two people in the Tower. The Tower Officer is assigned to safety and commands, while the other Range Officer will work the shooter check-ins and waiting list.

Remember you are a very visual team member of the Joe Foss Shooting Complex. Do not loiter around the tower with other ROs. Depending on staffing there should be at least one RO on each side of the range with another in the Tower. The Tower should be staffed at all times. If the Tower Officer needs to leave for any reason make sure a replacement RO is in place before departing.

Shooter Check-In

When a customer arrives at the Tower, ask to see their receipt. If the customer has not paid direct them to the Retail Center. If they have paid mark the receipt with a highlighter and if there is no wait with the number of the shooting table assigned. Also make sure the proper number of shooters has paid per receipt. Juniors (under 18) shoot for free. If an adult has paid but the ticket is not marked for a junior ask the customer to return to the Shooting Sports Center to obtain a junior receipt, this allows for better tracking of shooters and assessing the need for future junior's programs.

Ensure all firearms are properly handled. Remember to always be polite and professional.

Spotting Scopes

Spotting Scopes can be rented from the Retail Center. A driver's license will be kept by the cashier and a nominal fee will be charged. All scopes are marked with a number around the front of the scope. Remember to neatly store the scopes for easy removal and storage.

Supplies/Tools

All necessary supplies are located at the Tower. If something is needed and you are unable to find it contact the Range Master for assistance.

There are a limited amount of tools in a toolbox stored in the cabinet of the Tower. You may allow customers to use these tools on their own guns; just remember to have the customer return the tool. Do not manipulate a customer's firearm unless you are asked to do so; even then be wary, as you are responsible for any damage you cause. If you are unsure ask another RO to assist.

Communications

The best way to contact someone is through a short-range radio system that is mainly for use on the Main Range. The radios can be checked out from the Retail Center and are for use by the ROs. The radios can be used to contact other ROs on the range that may be out of normal speaking distance. They also work well on busy days to have a closer RO fix a safety problem that you see but the other RO does not.

Please keep the volume on the radio up. During a live fire period it is important that you can hear the radio if someone is trying to call the Tower. It is mandatory that the radio be kept at a volume that can be heard by a RO in any section of the Tower during a live fire period.

Ear buds are available for purchase, enabling conversations to be heard by ROs and not by customers. See the Range Manager for details.

Waiting Lists

During busy times there may be more shooters than there are shooting tables. If this is the case notify the cashier in the Retail Center so all customers can be given waiting list numbers. One person in the Tower should be responsible for calling numbers, collecting available table numbers, changing the number board and directing customers to assigned tables. Procedures are as follows:

1. Once a table becomes available mark it on the board to show that it is open.
2. Call the next number
3. Keep the number you last called. Do not advance to a number you have not called yet to avoid confusion.
4. Once the customer arrives verify all firearms are handled correctly (see Properly Handling Firearms).
5. Mark the customers receipt with the table number you are assigning them.
6. Take the number tag from the customer and dispose of it properly.
7. Point the customer to the shooting table.
8. Take the table number off the board (the electronic display).

FIRING LINE PROCEDURES

Cease Fire Periods

A cease-fire period begins with the Tower buzzer and the Tower Officer issuing the commands. (See the Tower Procedures section for any further questions). Once the Tower Officer has completed the commands, one RO will walk from the tower to the end of the line, on both the left and right side of the range. The RO will visually inspect every uncased firearm on the tables and on the rifle racks. Once the RO clears their side of the firing line the RO will extend their arm fully and point away from downrange to indicate that side of the line is clear. You can also use the range radios to advise the tower your side is clear. Once BOTH sides of the line have been cleared the Tower Officer can issue the command to send shooters downrange. If staffing allows, one RO can start at the end of the line and another at the tower and meet in the middle of either side of the line, which can speed up the line clearing process. Caution: DO NOT SKIP OR MISS ANY TABLES!

Cease-fire periods are called every 15 minutes or at close of the day. During the cease-fire period no one is allowed to stay at the shooting table for any reason. Forward of the yellow line and behind the red line are off limits during a cease-fire unless they are picking up brass. No one is allowed to handle firearms for any reason during a cease-fire; there is no casing or uncasing of firearms during a cease-fire and no removing firearms from holsters during a cease-fire. (See section on Uncased Firearms for any further questions on handling procedures.) No newly arriving shooters are allowed to uncasing firearms on the range. They must leave them cased until a live fire period has begun.

During the cease-fire period, after the line has been cleared on both sides, one RO will stay halfway down the line to the left and the other to the right. These ROs will make sure people stay away from tables during the break and make sure no one handles any firearms (other than cased). It may be necessary for the Tower Officer to make periodic announcements over the PA to remind shooters to stay away from the tables. Try not to use the PA if at all possible. Only use the PA if there is no other RO within range to quickly resolve the problem and there is no other alternative to use the PA system (do not yell at customers through the PA system). Try to contact the customer in person, even after using the PA to explain why the customer was corrected. If the customer is made aware why JFSC has certain rules they will be less likely to be unsafe again. (Please see the Customer Service section for further information on contacting customers.)

Beginning a Live Fire Period

Once all shooters have returned from downrange, the Tower Officer can begin a live fire period. Prior to the Tower issuing the command to resume fire, two ROs must go partially downrange to visually inspect that no one is left down range. One RO on the right of the Tower and one LO on the left of the Tower will go downrange approximately five yards and walk parallel to the firing line, checking around all target frames. Once both ROs are one hundred percent sure no one has been left downrange they

may signal to the Tower Officer that all is clear and return behind the red line. They can use the Main Range radios or signal by hand. Once the Tower Officer has received the signal and is one hundred percent sure no one is left downrange they can give the range command to resume fire. (Please see the Tower section for command information.)

Live Fire Periods

Live fire periods are started by the Tower Officer (see the Tower section for more information). During the live fire period ROs are responsible for overall safety of the range.

Make sure customers are only casing and uncasing at the shooting tables with the muzzles downrange. Also, make sure customers are properly handling firearms (see the Handling Firearms section for further information). ROs should walk both sides of the line during a live fire to remain visible and help with any customer problems. Remember to not congregate at the Tower while on duty. Your primary responsibility is safety.

Jams/Misfires/Malfunctions/Squib Loads

If a customer has a malfunction that they cannot clear they may ask for your assistance. If a customer comes to you with a problem that you do not feel comfortable with fixing, DO NOT TRY TO HELP. Ask another RO for assistance or contact the Range Master for help. Many ROs are highly knowledgeable and can assist to resolve many problems. For simple jams or squib loads, there is a cleaning rod located in the Tower. Remember to let the customer try to resolve any malfunctions unless they specifically ask you for help. If you know how to fix the problem try to advise the customers how to fix it themselves, so you don't run the risk of damaging the firearm. If further or more in depth help is needed take the firearm off the range. All malfunctioned firearms that cannot be cleared must be removed from the range by their owners.

Misfires can be disposed of in the live ammunition bucket located in the Tower. It is emptied periodically and is specifically for duds or live ammo that customers have left on the range.

Removing the firearm's magazine and manipulating the action can usually fix jams. If the jam is not removed more force may be required or the firearm may need professional maintenance. Seek further help if you do not feel comfortable clearing the customer's jam.

Squib loads are bullets that become jammed in the barrel because they did not have enough force (e.i. powder) to push the bullet out of the barrel. These are very dangerous because if the shooter is unaware and tries to fire another normal shot the new bullet could strike the jammed bullet causing the firearm to explode. Squib loads usually only occur on hand loads but are not limited to that realm. A squib load usually sounds different than a normal round, as there is not as much of a bang since there was not a sufficient amount of gunpowder. A firearm with a squib load should be removed from the range by the owner and taken for professional repair.

Shooting Period Duration/Hours

When checked in shooters arrive in the morning for the first shoot of the day allow them to place any cased firearms at their table; remember uncased firearms are not allowed to enter Main or Training range. Once a shooter has placed their items on the table they can get a target frame prepared and go downrange. Once everyone has returned from downrange the Tower Officer will begin a shooting period (See the Tower section for more information). **Make sure no one un-cases any firearm before the first shooting period begins.**

A live fire period is started by the Tower Officer and lasts fifteen minutes. The only exception to this is the last session of the day, which lasts until closing time. Times will vary and should be checked regularly to make sure the range is closed at the appropriate time.

The range is currently closed to the public on weekdays. The only normal operating days the range is closed are: Thanksgiving, Christmas Eve and Christmas Day.

During inclement weather it may be necessary to temporarily close the range for safety reasons. The Range Master will be responsible for determining if the weather is bad enough for a closure. If the Range Master is not on the Main Range and you feel weather may justify a closure call the Range Master on duty to respond to the range and temporarily call a cease-fire. Remember to use your judgment as safety is the number one priority. High winds pose a threat to shooters. High-sustained winds can be unsafe. Target frames can snap off or become airborne from their target holders, creating debris and unsafe conditions. Lightning can also pose a threat and may cause the range to close temporarily or for the remainder of the day. Again, use your judgment. If you are unsure call the Range Manager or Chief Range Master for the final decision on weather related closures.

Targets

Targets are sold at the Retail Center, direct customers to that location. Shooters are also allowed to bring their own targets. Human silhouette targets are permitted, however some questionable targets are available on-line that may include public figures. Direct any questionable targets to the Range Master.

Only paper targets are allowed to be used at JFSC and must be secured to the target frame. Refer to Rule #11 in the Range Safety Rules section. Tape and target frames are provided by JFSC. If the tape dispensers are empty more is stored in the Retail Center as well as the Tower. Also, check to make sure all tape dispensers are full. If tape is low in the Retail Center or Tower inform the Range Manager so more can be ordered.

Brass

There is no shortage of brass on the main range and it can actually become a safety issue on busy days. If customers do not police up their own brass and staffing allows, try to remove as much from the concrete walkway as possible. Sweeping the brass onto the range is acceptable on a short term basis for safety reasons. Brass is collected and placed in the bins located along the fence of the shooting area. The brass is collected on a monthly basis by a local recycler. During a shift it is not appropriate nor is it allowed for an RO to be looking through the brass bin for personal brass use. If you wish to look through the brass, do so before or after your shift, and do not wear your RO vest or ID badge.

ANY BRASS LEFT ON THE RANGE BY SHOOTERS BECOMES THE PROPERTY OF THE BUCKEYE SPORTSMAN CLUB.

SAFETY

Discharge Bunker

The discharge bunker is located to the south of the Tower. It is a three-walled area approximately four feet wide by approximately eight feet tall and about two feet deep. The cinderblock walls are filled with ballistic material and the bunker is capable of stopping all calibers allowed on the range (see Firearms Restrictions for more information). The safety bunker is to be used for every uncased firearm that is brought to the range. The customer may use the bunker to case the firearm. The bunker can also be used to store unsafe firearms or firearms with jams during a cease fire.

Eye and Ear Protection

Ear protection is mandatory on the Main Range. It is required on the firing line and anywhere within the fenced area, for both shooters and non-shooters. If anyone does not bring hearing protection it can be purchased in the Retail Center. Do not allow anyone past the Tower without hearing protection. Children are especially susceptible to hearing damage; make certain all children have properly fitting hearing protection. If a customer refuses to wear hearing protection do not allow them on the range and contact the Range Master.

Eye protection is also required for both shooters and non-shooters within the fenced area. Eye protection helps with the debris and blowing dust that is frequent at JFSC. ROs are required to wear some type of eye protection. Sunglasses, shooting glasses, and prescription glasses are all sufficient. Shooting glasses can also be purchased from the Retail Center.

First Aid

First aid and hygiene supplies are located in the kitchen cabinet of the main building as well as the Tower. Provide minor first aid to customers. Adhesive bandages are available to customers. Please be as helpful as possible. If you do not feel comfortable handling first aid situations contact another RO.

BSC will have quarterly training classes on the use of CPR, and First Aid.

Emergency Procedures

Immediately contact the Range Master if there is an emergency. Use the radios provided if necessary. Make sure you provide a brief description of the emergency.

If it is a medical emergency use good judgment on whether 911 should be called. If the situation dictates have the Range Master call a cease- fire and have the Range Master respond immediately to take charge of the situation.

Hygiene

Remember you are in a high lead environment. Wash your hands frequently and try to keep them away from your face and mouth as much as possible. Smokers are at higher risk as they touch the cigarette then place it in their mouth. Smoking is allowed in designated smoking areas only. Use the marked butt cans to dispose of any cigarette remains.

Do not set any food down on the range. Always use a paper plate or napkin. Keep all food in the kitchen area or break room; there is a refrigerator for storage and a microwave available. If you use the kitchen area remember to keep it clean. If you bring a snack make sure to wash your hands before eating.

Drugs and Alcohol

Drugs and alcohol are not permitted on this range. **NO EXCEPTIONS.** If someone appears to be under the influence of drugs or alcohol contact the Range Master immediately. If the Range Master deems it necessary the customer will be asked to leave for the day. If you witness anyone consuming drugs or alcohol immediately report it to the Range Master.

CUSTOMER SERVICE

World Class Customer Service

Joe Foss Shooting Complex is dedicated to providing excellent customer service. In order to understand the BSC/JFSC philosophy here is some background information:

- A customer is anyone inside or outside the organization who relies on you for a product or a service.
- Stakeholders are organizations, groups or individuals, who have a vested interest or expect certain levels of performance or compliance from the organization.
- Cycle of service is the encounters a customer has from the first experience through completion of the service, or their time at the range.

The interaction we have with customers is broken down into three types of moments:

1. Moments of truth
2. Moments of magic
3. Moments of misery

The moment of truth is every contact between a volunteer and a customer, regardless of its length or content.

The moment of magic is an interaction that exceeds the expectations of your customer and leaves the customer with a positive impression.

A moment of misery is an interaction that has a negative outcome.

While we do not expect every customer interaction to be a moment of magic, we do strive to deliver world-class customer service. We can accomplish this by consistently providing our customers with service that continually exceeds their expectations. In order to obtain a world-class customer service level it will require a one hundred percent commitment from you as well as other ROs.

Customer Interaction

Communication is the key skill when interacting directly with customers. Always remain professional and speak in a friendly tone. Avoid shouting or yelling even though, due to the noise at the range, it may be required. If a customer is having a moment of misery, try to remain as helpful as possible.

Keep the following things in mind: complaints are good; they provide new perspectives to our operation. Customers do not expect organizations to be perfect, but they do expect problems to be addressed and corrected quickly, painlessly, and fairly.

Here are some ways for you to help recover a customer from their moment of misery and change it to a moment of magic:

- Handle the person first, then the problem. Let angry people vent their frustrations and listen carefully to what the person has to say.
- Offer a sincere, personal apology that shows you are committed to world-class service. Show empathy and ask, "How can I help?"
- Find a solution and resolve the problem *with* your customer, not *for* them.
- Thank the customer for bringing the problem to your attention and then follow up to ensure everything is satisfactory from the customer's perspective.

If at all possible avoid the phrases "I don't know", "That's not my job", "That's not my fault", "Calm down" and "I'm busy".

If you are unable to resolve a customer's issue, advise either the Range Master or another RO who may be able to assist.

Joe Foss Shooting Complex

Appendix 1 - Main / Training Range Inspection Checklist

Inspected By _____ Date _____
Weather Conditions _____

	Opening	Closing
Backstop/Impact area	_____	_____
Range Flag	_____	_____
PA system	_____	_____
Red light	_____	_____
Timer	_____	_____
Tower area clean	_____	_____
Sidewalk clear	_____	_____
Shooting Benches inspected	_____	_____
First aid kit at tower	_____	_____
Fire extinguisher at tower	_____	_____
Supplies at tower (tape, staplers, dowels, tools)	_____	_____
Sand bags, carpet, and rests available	_____	_____
Lead wipes available	_____	_____
Empty trash cans available	_____	_____
Gun racks inspected	_____	_____
2-way radios tested	_____	_____
Blind spot mirror clean	_____	_____
Brass containers available	_____	_____
Dud bucket at tower	_____	_____
Target Frames in good shape	_____	_____
Range Safety Briefing	_____	_____

Comments:

Joe Foss Shooting Complex

Appendix 2 - Non Injury Incident Report Form

Date of Incident _____ Time of Incident _____

Weather Conditions _____ Major or Minor Incident _____

Name of person submitting this form _____

Describe the nature of the incident:

Was there property damage? Y N

Describe: _____

Location of the incident and condition of affected area:

What was the immediate response of the range staff?

Was range safety or operations affected? Y N

Describe: _____

Could this incident have been avoided? Y N

Describe: _____

Were there witnesses? Y N (if yes give them a witness statement form and attach it to this form)

Were there pictures taken of the incident? Y N

Did 911 need to be called? Y N

[illegible]

Receiver's Signature _____ Date _____

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Joe Foss Shooting Complex
Appendix 3 - Injury Report Form

RSO Completing Form _____

Name of Injured _____	Date of Injury _____
Contact Number _____	Time of Injury _____
Major/ Minor _____	Weather/Temp. _____

1. Describe the nature of the injury:

2. How did the injury occur?

3. Describe the first aid given:

4. Who provided the first aid? _____
Phone number: _____
5. Was 911 called? Y N
6. Location of incident and condition of area: _____

7. Was personal protective equipment being worn at the time of injury? Y N
Describe: _____
8. Did you preserve the scene? Y N
If Yes, How? _____

If No, Why?

9. Witness Statement:
Get names, addresses and phone numbers from all witnesses by providing them with a
"Witness Statement" form to fill out. Upon completion attach it to this form.
10. Was this injury avoidable? Y N
Describe: _____

RSO Signature: _____

Joe Foss Shooting Complex
Appendix 4 - Witness Statement

Date of Incident/Injury _____

Description/Comments:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Name _____

Address _____

Phone _____ email _____

Signature _____

CITY OF BUCKEYE
City Council Regular Meeting
COUNCIL ACTION REPORT

MEETING DATE: 4/3/2018	AGENDA ITEM: *6H. Earl Edgar Restroom Improvements
DATE PREPARED: 3/13/2018	DISTRICT NO.: All
STAFF LIAISON: Chris Williams, Construction/Procurement, (623) 349-6225, cwilliams@buckeyeaz.gov	
DEPARTMENT: Construction and Contracting	AGENDA ITEM TYPE: Consent Item

ACTION / MOTION: (This language identifies the formal motion to be made by the Council)
 Council to take action on Delivery Order No. 3 to Job Order Contract (No. 2014-095-5) between the City of Buckeye and Foresite Design & Construction, Inc., for demolition and replacement of restroom facilities located at Earl Edgar Park.

RELEVANT GOALS:

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

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

This project is part of the CIP Budget approved by Council and consists of the Contractor furnishing all labor, materials and equipment to provide demolition and removal of the existing portable restroom building and replacement with a new 1582 s.f. one-story, 900 s.f. (enclosed area) Restroom building and all associated improvements. The project is located at Earl Edgar Park, 500 S. Miller Rd., Buckeye, Arizona.

BENEFITS:

The new restroom facility will service multiple sports teams that utilize the park fields and the public that visit Earl Edgar Park. The new structure has been designed to provide storage, additional restroom capacity and curb appeal to the park and surrounding property.

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

Construction and Contracting Division will schedule a pre-Construction meeting, issue a Notice to Proceed upon Council approval.

CURRENT FISCAL YEAR TOTAL COST:
BUDGETED

FISCAL YEAR:
18/19

FUND/DEPARTMENT:
10001113-543013

ATTACHMENTS:

Description

- ☐ **DO 3 Earl Edgar Restrooms**

**JOB ORDER CONTRACT
BETWEEN
CITY OF BUCKEYE
AND
FORESITE DESIGN & CONSTRUCTION INC.**

**DELIVERY ORDER #3
JOC CONTRACT 2014-095-5**

THIS JOB ORDER CONTRACT AGREEMENT (this "Agreement") is entered into as of this between the CITY OF BUCKEYE, an Arizona municipal corporation (the "City") and Foresite Design & Construction Inc., an Arizona corporation (the "Contractor").

RECITALS

In accordance with the Job Order Contract 2014-095 (1/5) (the "Contract") between the City and Contractor, dated April 21, 2018, the Contractor will perform the following Scope of Work as detailed in Article 1, subject and pursuant to the terms and conditions of the Job Order Contract.

**ARTICLE 1
SCOPE OF WORK**

The Contractor shall furnish all labor, materials, equipment required to provide demolition and removal of the existing portable restroom building and replace with a new 1582 s.f. one story, 900 s.f. (enclosed area) restroom building and all associated improvements in Alternates 1-3 as indicated in the specifications and drawings. The Contractor's submittal more particularly described in Exhibit A, attached hereto.

**ARTICLE 2
SCHEDULE OF COMPLETION OF WORK**

The Contractor shall commence work upon issuance of this Job Order Contract. The project shall be considered complete at such time as the Scope of Services is completed and approved by the City. In view of the difficulty or impossibility of determining the City's damages from delay, should the Contractor fail to achieve Substantial Completion within **156 calendar days**, as extended by any City approved Change Orders, the Contractor agrees to pay and will pay to City, in addition to all other sums pursuant to the Contract Documents, the sum of **Five Hundred Seventy Dollars and Zero Cents (\$570.00)** for each calendar day of delay as liquidated damages for such delay and not as a penalty. This sum may be withheld from the balance of the Contract Price as it becomes due. Should liquidated damages exceed the Contract Price due or to become due, then the Contractor shall pay the City the difference within 3 days of receipt of written demand.

**ARTICLE 3
COST OF CONSTRUCTION**

The total cost to complete the Scope of Work under this Job Order Contract Delivery Order identified in Article 1 as set forth in Exhibit A and B, is an amount not to exceed **Five Hundred Fifty Thousand Eight Hundred Thirty Eight Dollars and Zero Cents (\$550,838.00)** Exhibit A.

**ARTICLE 4
INSURANCE & BONDS**

In accordance with Article 19 of the Contract, the Contractor agrees to issue the required insurance ACORD form. Payment and Performance Bonds will be required for this project.

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

THEREFORE, the City of Buckeye by its Mayor and City Clerk has hereunto subscribed their name this ____ day of _____, 2018.

(Signature Page to Follow)

THE CITY OF BUCKEYE, ARIZONA:
An Arizona Municipal Corporation

CITY OF BUCKEYE

Jackie A. Meck, Mayor

ATTEST:

Lucinda Aja, City Clerk

Chris Williams, Manager
Construction and Procurement

APPROVED AS TO FORM:

City Attorney

CONTRACTOR:
Foresite Design & Construction Inc.

By: _____
(Signature)

(Printed Name)

Its: _____
(Title)

EXHIBIT A
CONTRACTOR FEE PROPOSAL

CITY OF BUCKEYE
City Council Regular Meeting
COUNCIL ACTION REPORT

MEETING DATE: 4/3/2018	AGENDA ITEM: *6I. Above Ground Diesel/Unleaded Fuel Storage Tank
DATE PREPARED: 3/13/2018	DISTRICT NO.: All
STAFF LIAISON: Chris Williams, Construction/Procurement, (623) 349-6225, cwilliams@buckeyeaz.gov	
DEPARTMENT: Construction and Contracting	AGENDA ITEM TYPE: Consent Item

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

Council to take action on the Construction Contract (No. 2018-002-001) between the City of Buckeye and Acton Contracting, LLC. for installation of an Above Ground Fuel Storage Tank.

RELEVANT GOALS:

GOAL 3: A Well-Planned Urban Community

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

SUMMARY

PROJECT DESCRIPTION:

This project includes providing labor, materials and equipment to install one (1) 12,000 gallon double wall fire-rated above ground two compartment split fuel storage tank for diesel and unleaded, new concrete tank pad and new overhead canopy with lighting. The City of Buckeye currently utilizes the Fuel Master Software Management system and the new system will be compatible. The Construction and Contracting Division issued a formal Invitation to Bid (IFB) solicitation and received two responses from Acton Contracting \$279,505.00 and GCON inc. at \$362,860.00. The totals include the tank, booster and 20 vehicle modules.

BENEFITS:

The City will have the capacity to fuel our own vehicles with Diesel and unleaded fuel instead of utilizing alternate sources. The location will be centrally located at the Public Works yard and easily accessible to all Departments. The software monitoring system will calculate usage for the Fleet Department.

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

Schedule a Pre-Construction Meeting, issue a Notice to Proceed and manage the project through completion.

**CURRENT FISCAL YEAR TOTAL COST:
BUDGETED**

FISCAL YEAR:
18/19

FUND/DEPARTMENT:
10001113-543017

ATTACHMENTS:

Description

- ☐ **City Fueling site- Above Ground fuel Tank**

**CONSTRUCTION CONTRACT
BETWEEN
CITY OF BUCKEYE
AND
ACTON CONTRACTING LLC.
Contract No. 2018-002-001**

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

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

1. THE WORK: The Contractor shall furnish all labor, materials, equipment and services required to complete the replacement of irrigation boxes and associated screw gates.
2. CONTRACT TIME: The Contractor shall commence the Work only if and when directed in a written Notice to Proceed signed by the City. The Work shall commence no later than 10 days from the date of the Notice to Proceed. Substantial Completion, as defined herein, shall be achieved within **One Hundred Five Days (105) calendar days**. In view of the difficulty or impossibility of determining the City's damages from delay, should the Contractor fail to achieve Substantial Completion by that date, as extended by any City approved Change Orders, the Contractor agrees to pay and will pay to City, in addition to all other sums pursuant to the Contract Documents, the sum of Four Hundred Thirty Dollars **(\$430.00)** for each calendar day of delay as liquidated damages for such delay and not as a penalty. This sum may be withheld from the balance of the Contract Price as it becomes due. Should liquidated damages exceed the Contract Price due or to become due, then the Contractor shall pay the City the difference within 3 days of receipt of written demand.
3. CONTRACT PRICE: Subject to increases and decreases for Change Orders in accordance with the Contract Documents, the City shall pay to the Contractor the following Contract Price, in progress payments as provided in the Contract Documents: **Two Hundred Seventy Nine Thousand Five Hundred Five Dollars and Zero Cents (\$279,505.00)**
4. SUPPLEMENTAL TERMS AND CONDITIONS: The following supplemental terms and conditions and/or documents are part of this Contract:
 - A. General Conditions of the Construction Contract.
 - B. [Exhibit A] Scope of Work/Contractor's Proposal

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

CITY OF BUCKEYE

Jackie A. Meck, Mayor

ATTEST:

Lucinda Aja, City Clerk

Chris Williams, Manager
Construction and Procurement

APPROVED AS TO FORM:

City Attorney

CONTRACTOR:
Acton Contracting LLC

By: _____
(Signature)

(Printed Name)

Its: _____
(Title)

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GENERAL CONDITIONS

ARTICLE 1 GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

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

ARTICLE 2 INTENT

A. The Contract represents the entire and integrated agreement between the City and the Contractor, and it supersedes all prior oral or written negotiations, representations or agreements. The Contract may only be changed by written modifications, and the Contractor understands and agrees that if the Contractor proceeds with any work upon verbal request only, Contractor is agreeing by his conduct that such work, or change in the work, constitutes a minor change.

B. The Contract Documents are to include all items reasonably necessary to construct the Work, expressly or by inference. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

ARTICLE 3 CONTRACTOR

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

ARTICLE 4 OTHER CONTRACTORS AND COOPERATION

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

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

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

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

ARTICLE 5

SITE CONDITIONS AND ENVIRONMENTAL MATTERS

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

B. The Contractor agrees that it has thoroughly examined the site, plans and specifications, boring data and all other soils information and as-built data made available and by submission of the bid herein avows that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or existing obstacles to be encountered. The Contractor acknowledges that boring data and other soils information and as-built data made available is only a general indication of materials and/or conditions likely to be found adjacent to holes bored or in existing structures or facilities or other areas. If the Contractor determines that the information is erroneous, inadequate or ambiguous, it shall immediately report its conclusions to the City in writing. If the Contractor determines that the information is erroneous, inadequate, or ambiguous, and after reporting its conclusions to the City, remains dissatisfied or uninformed, the Contractor shall refrain from submitting a bid, or if the Contractor does submit a bid, the Contractor shall be deemed to have waived any claim it may have as the result of the alleged erroneous, inadequate or ambiguous information.

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

1. Subsurface or latent physical conditions encountered at the site which differ materially from those indicated in the Contract and which were not known by the Contractor or could not have been discovered by careful examination and investigation of the information available at bid time and which could adversely affect the timely performance of the Work or its cost; or

2. Unknown and unexpected physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered in the locale or generally recognized as inherent in Work of the character provided for in the Contract.

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

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

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

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

“Environmental Law” means any and all laws, ordinances, regulations, rules and administrative and court decisions (federal, state and local) now or hereafter in effect and as in effect from time to time and as amended from time to time pertaining to environmental conditions or to protection or regulation of the environment (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.); the Resource Conservation and Recovery Act of 1976 and the Solid Waste Disposal Act (42 U.S.C. 6901, et seq.); the Toxic Substances Control Act of 1976 (15 U.S.C. Section 2601, et seq.); the Superfund Amendments and Reauthorization Act of 1986, Title III (42 U.S.C. Section 11001 et seq.); the Clean Air Act (42 U.S.C. Section 7401, et seq.); the Federal Water Pollution Control Act (33 U.S.C. Section 1251, et seq.); the Safe Drinking Water Act (42 U.S.C. Section 300f, et seq.); the Hazardous Materials Transportation Act (49 U.S.C. Section 5101, et seq.); the Oil Pollution Act (33 U.S.C. Section 2701 et seq.); the Arizona Environmental Quality Act (Arizona Revised Statutes Section 49-101, et seq.); the Arizona Underground Storage Tank Act (A.R.S. Section 49-1001, et seq.); the Arizona Water Quality Assurance Revolving Fund Act (A.R.S. Section 49-281, et seq.) And any successor statutes to the foregoing and any regulations, rules or guidelines promulgated pursuant thereto.)

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

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

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

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

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

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

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

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

G. General Requirements.

1. Compliance with Environmental Law and OSHA. Contractor shall comply with, and shall cause all Subcontractors and Sub-subcontractors to comply with, this section and with all Environmental Law and OSHA applicable to (i) Contractor, (ii) Subcontractors, (iii) Subsubcontractors, (iv) the Work and (v) all of their activities in respect of the Work.

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

3. Releases of Hazardous Substances. Upon any Release of any Hazardous Substance in connection with the Work, whether relating to a pre-existing condition on City’s property (for example, arising from any demolition of, modification of, or addition to any structure, facility or equipment) or relating to acts or omissions of Contractor, a Subcontractor or a Sub subcontractor, Contractor shall take any immediate action reasonably necessary to contain the Release. City may elect to have Contractor control and carry out any containment, clean-up, removal and remediation activity. Alternatively, City shall have the right to elect to control and carry out any containment, clean-up, removal and remediation activity. Regardless

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

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

5. Notifications to City. Contractor shall notify City's Project Manager immediately upon occurrence of any of the following: (i) any discovery by Contractor, a Subcontractor or any Sub-subcontractor of any Hazardous Substance in any existing structure, facility or equipment on City's property. (ii) any Release of any Hazardous Substance on City's property in connection with the Work; (iii) the creation or generation of any Hazardous Waste resulting from the Work (including, without limitation, Hazardous Waste arising from the removal of, demolition of, modification of, or addition to any existing structure, facility or equipment); (iv) the need for any remediation or removal of any Hazardous Substance relating to the Work whether relating to a pre-existing condition on City's property or to acts or omissions of Contractor, a Subcontractor or a Sub-subcontractor; or (v) any claim, demand, inquiry, investigation, litigation or other action or proceeding by any governmental authority or other person relating to any Hazardous Substance, Hazardous Waste, Environmental Law or OSHA relating to the Work. Except for immediate action to contain any Release of any Hazardous Substance and except for interim handling and storage of Project Hazardous Waste, Contractor shall not take any action as to any matter in **(i), (ii), (iii), (iv)** or **(v)** without the prior written approval of City and City shall have the right to elect to control and carry out any such action or matter.

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

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

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

J. Scope of Indemnity. The indemnity in Article 13 of this Contract includes any claim by any person and City's attorneys' fees and other costs and expenses in defending any claim by any person that City is responsible or liable for any of the following arising from the acts or omissions of Contractor, any Subcontractor, any Sub-subcontractor or any of their employees or other workers relating to the Work: (i) any violation of Environmental Law or OSHA; (ii) any failure by Contractor, any Subcontractor or any Sub-subcontractor to perform or comply with any obligation or requirement in this Article, (iii) any Contractor Release of any Hazardous Substance; (iv) any improper disposition of any Hazardous Substance or Hazardous Waste; (v) any claim by any employee, agent, independent contractor or other worker of Contractor, any Subcontractor or any Sub-subcontractor and any claim by any other person of personal injury, death or property damage arising from any Contractor Release of any Hazardous Substance or arising from any failure by Contractor, any Subcontractor or any Sub-subcontractor to comply with any Environmental Law or OSHA or this section.

ARTICLE 6

PRODUCT SAMPLES, TESTS, AND CERTIFICATES

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

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

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

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

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

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

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

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

ARTICLE 7

AS-BUILT DRAWINGS

A. Prior to Substantial Completion, the Contractor shall complete and turn over to the City the As-Built Drawings. The As-Built Drawings shall consist of a set of drawings which indicate all

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

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

ARTICLE 8 SUPERINTENDENCE BY THE CONTRACTOR

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

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

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

ARTICLE 9 SUBCONTRACTS

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

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

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

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

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

ARTICLE 10 COMMUNICATIONS

- A. All project notices, requests, instructions, modifications, approvals, and claims must be in writing, unless expressly specified otherwise in the Contract.
- B. Communications will be deemed to have been made if delivered in person or if mailed to the address designated in the Contract or otherwise agreed upon by the parties.

ARTICLE 11 PERMITS, TAXES, AND FEES

- A. The Contractor shall secure and pay for any necessary building permits and for all other permits, fees, licenses and inspections necessary for the proper execution and completion of the Work, and shall immediately deliver copies to the City. The Contractor shall be responsible for complying with all applicable Federal, State and local laws, codes, notice requirements, and regulations applicable to the site and prosecution of the Work. Contractor shall be responsible for and pay any costs associated with or arising from any non-compliance.
- B. The Contractor shall pay all taxes for and related to the Work or its portion thereof which are legally enacted at the time bids are received, whether or not yet effective.

ARTICLE 12 INSURANCE

- A. Insurance Requirements: Concurrently with the execution of the Contract, the Contractor shall furnish the City of Buckeye a certificate of insurance on a standard insurance industry ACORD form. The ACORD form shall be issued by an insurance company authorized to transact business in the State of Arizona.
- B. Contractor, subcontractors and subconsultants shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.
- C. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.
- D. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, subcontractors or subconsultants and Contractor is free to purchase such additional insurance as may be determined necessary.

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

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

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

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

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

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

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

- (3) Workers Compensation and Employers Liability

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

- (4) Umbrella/Excess Liability: Umbrella/Excess Liability insurance with a limit of not less than \$4,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above.

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

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

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

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

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

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

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

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

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

J. Verification of Coverage

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

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

(3) All certificates of insurance required by this Contract shall be sent directly to the City of Buckeye, Manager, Construction & 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 Contract, at any time.

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

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

ARTICLE 13 INDEMNIFICATION

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

ARTICLE 14 PROGRESS AND SCHEDULING

A. Planning, scheduling and progress monitoring are essential functions of the Contractor. Within ten (10) days after the award of the Contract, the Contractor shall prepare and submit for the City a Schedule of Values allocating the Contract Price among the various portions of the

Work for purposes of progress payments. The Schedule of Values shall be substantially equivalent to AIA Forms G702 and G703 or as specified by the City.

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

C. The Contractor shall employ and supply a sufficient force of workers, material and equipment, and shall prosecute the Work with such diligence so as to maintain the rate of progress indicated on the Progress Schedule, to prevent work stoppage, and to ensure completion of the Project within the Contract Time.

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

ARTICLE 15

DAILY LOG

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

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

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

ARTICLE 16 MISCELLANEOUS DUTIES

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

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

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

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

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

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

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

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

I. Any part of the Work damaged during installation or prior to final acceptance of Work shall be repaired so as to be unnoticeable and to be equal in quality, appearance, serviceability and other respects to an undamaged item or part of the Work. Where this cannot be fully accomplished the damaged item or part shall be replaced. After installation, all exposed surfaces and parts of an item or of the Work shall be cleaned in a manner that will not damage the finish or any of the parts of the item, so that the completed work is left in first class condition, free of all defects. All damaged or defaced Work shall be repaired or replaced to the City's satisfaction at the expense of Contractor.

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

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

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

M. The Contractor shall prearrange time with the City whenever it becomes necessary to interrupt any service to make connections, alterations or relocations and shall fully cooperate with the City in doing Work so as to cause the least annoyance and interference with the continuous operation of the City's business or official duties. Any existing plumbing, heating, ventilating, air conditioning or electrical disconnections which may affect portions of this construction or building or any other building must be coordinated with the City to avoid any disruption of operation within the building or construction or other building or utilities. In no

case, unless previously approved in writing by the City, shall utilities be left disconnected at the end of a workday or over a weekend. Any interruption of utilities, whether negligently, intentionally, or accidentally, shall not relieve the Contractor's responsibility for the interruption or from liability for loss or damage caused by such interruption even though such loss or damage was not foreseeable by Contractor or subcontractor, or from responsibility for repairing and restoring the utility to normal service. Repairs and restoration shall be made before the workmen responsible for the repair and restoration leave the job.

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

ARTICLE 17

INSPECTION OF WORK

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

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

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

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

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

ARTICLE 18 CORRECTION OF WORK

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

B. If any portion of the Work, other than those portions required to be inspected by the City prior to being covered, has been covered over, the City may request that it be uncovered for observation. If such portion is found to be in accordance with the requirements of the Contract Documents, the cost of uncovering it shall be charged to the City as a Change Order. If such portion is found not to be in accordance with the requirements of the Contract Documents, the Contractor shall bear such costs.

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

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

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

any obligations imposed by special guaranties or warranties required by the Contract, given by the Contractor, or otherwise recognized or prescribed by law.

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

ARTICLE 19

DELAYS AND TIME EXTENSIONS

A. If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the City, or by any separate Contractor employed by the City, or by changes in the Work, or by labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, adverse soil conditions, unavoidable casualties, delays specifically authorized by the City, or by causes beyond the Contractor's control, avoidance, or mitigation, and without any fault or negligence of the Contractor or Subcontractor or Supplier at any tier, then the Contract Time shall be extended by Change Order for such reasonable time as the City may determine that such event has delayed the critical path of the Work or individual milestone or overall completion of the Work after considering the advice of the City, if the Contractor complies with the notice and documentation requirements set forth below. The Contractor shall pay any additional fees or costs incurred by the City as the result of delays caused by the Contractor for circumstances not excused as provided herein.

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

C. If the Contractor incurs damages related to expenses caused by a delay for which the City is solely responsible, which is unreasonable under the circumstances, and which was not contemplated by the parties at the time of formation of this Contract, then the parties shall

attempt to reach an agreement on the Contractor's claim, provided that the Contractor has notified the City in writing as specified above, including why the City is believed by the Contractor to be solely responsible for the delay. Failure to provide such timely notice shall be deemed an absolute and final waiver of any rights to additional sums. Any disputes will be resolved in accordance with the City of Buckeye Procurement Code, as amended or superseded.

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

E. The date of beginning and the time for completion as specified herein are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the notice to proceed or at a preconstruction meeting, but in no event later than ten (10) days after the execution of this Contract, whichever first occurs. Said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. The time for completion of the same takes into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any extension thereof granted by the City, then the Contractor does hereby agree to pay to City the per diem amount specified in the Contract. This amount is agreed to be liquidated damages for such breach and not a penalty therefore. The per diem amount shall be paid for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work. The amount is fixed and agreed upon by and between the Contractor and City because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain. Said sums may be withheld by the City from any amounts due to the Contractor from the City, whether as the result of this Contract or any other obligation between the City and the Contractor.

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

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

extension or delay damages until all City-caused time savings are exceeded and the Contract completion date or milestone date is also exceeded.

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

ARTICLE 20 SUSPENSION OF WORK

A. The City may, at any time and without cause, order the Contractor in writing or cause the Contractor to suspend, delay or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for its convenience. Equitable adjustment shall be made for any increase in the Contract Time necessarily caused by such suspension or delay by written Change Order.

ARTICLE 21 RIGHT TO STOP WORK

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

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

ARTICLE 22 CHANGES

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

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

or relieve the Contractor of any liability. Any requirement of notice of change to the Surety shall be the responsibility of the Contractor.

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

1. By unit prices stated in the Contract.

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

- (a) Cost of materials, including delivery but excluding Subcontractor-supplied materials.

- (b) Fully-burdened cost of labor, including, but not limited to, payroll taxes, social security, old age and unemployment insurance, vacation and fringe benefits required by agreement or routinely paid by contractor, and worker's or workman's compensation insurance but excluding Subcontractor's labor.

- (c) Rental value of equipment and machinery to be established by rental receipts and not to exceed reasonable and customary rates for the locale of the Work. For owned equipment, contractor must prove reasonable rental rate pursuant to actual ownership costs.

- (d) Cost of Subcontracted work calculated as above and Subcontractor's Field Supervision calculated in accordance with paragraph (5) below, plus Subcontractor's insurance and bond premiums as applicable. Insurance and bond premium cost shall not exceed a total of two percent (2%) of Subcontractor's documented cost.

- (e) Contractor's Field Supervision not to exceed five percent (5%) of (1), (2) and (4) above; the parties agree that this mark-up shall fully cover all contractor Field Supervision overhead.

- (f) Contractor's insurance and bond premiums not to exceed a total of two percent (2%), or documented cost.

- (g) Sales tax at full value.

- (h) If this method of cost or credit calculation is selected, in no event shall the combined total fee including all levels or tiers of Subcontractors exceed twenty percent (20%) of the total cost of paragraphs (1), (2), (3) and (4). Field Supervision is to be excluded at all levels for the purposes of the limit imposed by this paragraph.

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

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

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

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

ARTICLE 23

PAYMENT

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

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

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

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

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

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

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

1. The Final Payment shall not become due until the Contractor delivers to the City full and final unconditional releases from Subcontractors and major Suppliers acknowledging payment in full. Any claim filed thereafter shall be the responsibility of the Contractor.

2. If any claim remains unsatisfied after all payments are made, the Contractor shall immediately upon demand refund to the City all monies that the latter may be compelled to pay in discharging such claim including all costs, interest and attorneys' fees.

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

ARTICLE 24 WARRANTY

A. The Contractor warrants that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be free from faults and defects and in strict conformance with the Contract Documents.

B. Neither provision of manufacturers' warranties nor Final Payment nor use or occupancy of all or a portion of the Premises by the City shall constitute an acceptance of Work not performed in accordance with the Contract Documents or relieve the Contractor or its sureties of liability with respect to any warranties or responsibility for faulty materials and workmanship.

C. This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the City takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the City takes possession.

D. The Contractor or its sureties shall remedy any defects in the Work and any resulting damage to the Work or the Work of others at its own expense.

E. The Contractor shall be liable for correction of all damage resulting from defective Work. If the Contractor fails to remedy any defects or damage, the City may correct the Work or repair the damages and the cost and expense incurred in such event shall be paid by or be recoverable from the Contractor.

F. The warranties provided in this section shall be in addition to and not in limitation of any other warranty or remedy provided by law or by the Contract Documents.

ARTICLE 25 SUBSTANTIAL COMPLETION

A. When the Contractor requests a Substantial Completion Inspection for the Work or a designated portion thereof, the City shall determine the validity of the request. A list of items to be completed or corrected shall be prepared by the Contractor and presented to the City with the request for inspection. By submitting a request for Substantial Completion Inspection the Contractor thereby certifies that it has performed a thorough inspection of the Project in

preparing the list of items to be completed or corrected, has consulted with its subcontractors, and that the remaining incomplete or defective work shall be completed within thirty (30) days of submission of the request. The City shall evaluate the Contractor's request and list of uncompleted items and, if appropriate in their judgment, add to or delete items from the list necessary to complete the work. The failure to include items on any punch list shall not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. By submitting a request for Substantial Completion Inspection, the Contractor thereby certifies that the remaining incomplete or defective Work required by the Contract Documents shall be completed within thirty (30) days.

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

ARTICLE 26

FINAL INSPECTION

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

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

ARTICLE 27

ASSIGNMENT OF CLAIMS

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

ARTICLE 28 DISPUTES

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

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

ARTICLE 29 FORUM

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

ARTICLE 30 TERMINATION BY THE CITY

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

ARTICLE 31 TERMINATION FOR CAUSE

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

1. If the Contractor refuses or fails to prosecute the Work, or any separable part, with such diligence as will ensure its completion within the Contract Time; or if the Contractor fails to complete the Work within the Contract Time;

2. If the Contractor or any of its key subcontractors is adjudged a bankrupt or insolvent or makes a general assignment for the benefit of creditors, or if the Contractor or any of its key subcontractors or a third party files a petition to take advantage of any debtor's act or to

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

3. If the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment;

4. If the Contractor fails to make prompt payments to subcontractors or suppliers at any tier, or for labor, materials or equipment;

5. If the Contractor fails to comply with laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction;

6. If the Contractor fails to follow any reasonable instructions by the City;

7. If the Contractor performs Work which deviates from the Contract Documents, and neglects or refuses to correct rejected Work; or

8. If the Contractor otherwise violates in any material way any provisions or requirements of the Contract Documents. Once the City determines that sufficient cause exists to justify the action, the City may terminate the Contract without prejudice to any other right or remedy the City may have, after giving the Contractor and its Surety seven (7) days notice by issuing a written Declaration of Default. The City shall have the sole discretion to permit the Contractor to remedy the cause for the contemplated termination without waiving the City's right to terminate the Contract.

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

C. If the unpaid balance of the Contract Price exceeds the direct and indirect costs and expenses of completing the Work, and all City damages including liquidated damages and compensation for additional professional and consultant services, such excess shall be used to pay the Contractor for the cost of the Work it performed and a reasonable allowance for

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

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

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

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

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

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

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

J. If the Contract is terminated under this section, and it is determined for any reason that the Contractor was not in default under the provisions of this Section, the termination shall be deemed a Termination for Convenience of the City and, the rights and obligations of the parties shall be determined in accordance with the following section.

ARTICLE 32
TERMINATION FOR CONVENIENCE OF THE CITY

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

ARTICLE 33
ASSIGNMENT OF CONTRACT

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

ARTICLE 34
LAW TO GOVERN

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

ARTICLE 35
E-VERIFY

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

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

**ARTICLE 36
ISRAEL BOYCOTT**

A. Israel Boycott. Contractor shall not participate in, and agrees not to participate in, during the term of this contract, a boycott of Israel in accordance with A.R.S. § 35-393.01.

END OF SECTION

EXHIBIT A
To
Construction Contract
Between
City of Buckeye
And
Acton Contracting LLC

CITY OF BUCKEYE
City Council Regular Meeting
COUNCIL ACTION REPORT

MEETING DATE: 4/3/2018	AGENDA ITEM: *6J. PLZ-17-00162 Festival Foothills Unit 27 Final Plat
DATE PREPARED: 3/5/2018	DISTRICT NO.: 4
STAFF LIAISON: Ed Boik, Principal Planner, (623) 349-6207, eboik@buckeyeaz.gov	
DEPARTMENT: Development Services	AGENDA ITEM TYPE: Consent Item

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

Council to take action on a final plat of Unit 27 of Festival Foothills generally located at the northeast corner of Canyon Springs Boulevard and Beardsley Parkway.

RELEVANT GOALS:

GOAL 3: A Well-Planned Urban Community

SUMMARY

PROJECT DESCRIPTION:

The applicant has requested to final plat Phase 3, Unit 27 of Festival Foothills. The 43.28 acre plat is located at the northeast corner of Canyon Springs Boulevard and Beardsley Parkway. It includes 120 single family lots with an overall gross density of 2.77 du/ac. There are 76 53'x120' lots and 44 58'x120' lots within the final plat area. 14.83 acres (34.27%) of landscaped open space, parks, recreation areas, and trails are planned in the plat area. The proposal is consistent with the existing development in the area, the approved preliminary plat, the community master plan and the planning unit plan.

BENEFITS:

The approval of the plat will allow continued development of traditional single-family residential product within Festival Foothills.

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

None at this time.

FINANCIAL IMPACT STATEMENT: Must be completed before submission

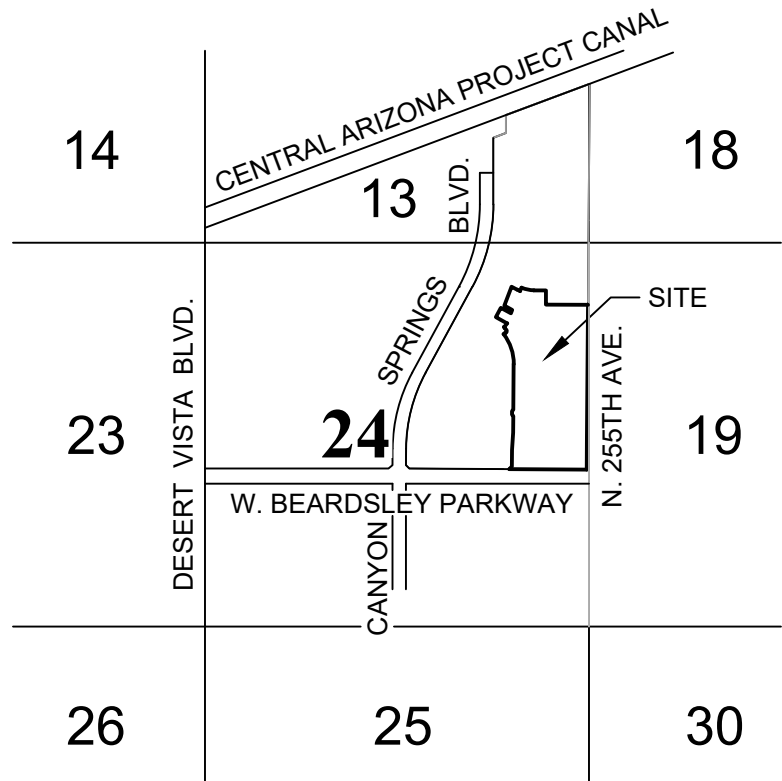
N/A

ATTACHMENTS:

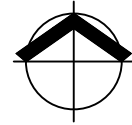
Description

- ☐ **Final Plat Unit 27**
- ☐ **Vicinity Map**

FINAL PLAT OF
"FESTIVAL FOOTHILLS - UNIT 27"
LOCATED IN A PORTION OF SECTION 24,
TOWNSHIP 4 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
CITY OF BUCKEYE, COUNTY OF MARICOPA, STATE OF ARIZONA
DEVELOPER: PULTE HOME COMPANY, LLC



VICINITY MAP
NOT TO SCALE



SURVEYOR

ARTHUR L. SEARS III, R.L.S.
CARDNO, INC.
19621 N. 23RD DRIVE
SUITE 150
PHOENIX, AZ 85027
PHONE: (602) 977-8000
FAX: (602) 977-8099
aurthur.sears@cardno.com

ENGINEER

DANIEL J. POTTINGER, P.E.
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19621 N. 23RD DRIVE
SUITE 150
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PHONE: (602) 977-8000
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Daniel.Pottinger@cardno.com

OWNER/DEVELOPER

RICHARD LOPEZ
PULTE HOME COMPANY, LLC
16767 N. PEARIMETER DRIVE,
SUITE 100
SCOTTSDALE, AZ 85260
PHONE: (480) 391-6000
FAX: (480) 391-6100
Richard.Lopez@pultegroup.com

SHEET INDEX

SHEET 1 - DEDICATIONS, ACKNOWLEDGMENTS, CERTIFICATIONS AND NOTES
SHEET 2 - BOUNDARY SHEET
SHEET 3 - KEY MAP AND TABLES
SHEET 4 THRU 7 - FINAL PLAT PLAN SHEETS

BASIS OF BEARINGS

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, HOLDING A BEARING OF NORTH 00°26'24" EAST.

GROSS SITE AREA

1,884,867 SQUARE FEET OR 43.27 ACRES MORE OR LESS.

LIMITATIONS ON THE ISSUANCE OF
CERTIFICATES OF OCCUPANCY

THE LOTS AND PARCELS CREATED, DEFINED, OR DEPICTED ON THIS PLAT ARE SUBJECT TO A LIMITATION ON THE ISSUANCE OF CERTIFICATES OF OCCUPANCY. NO PERSON MAY OCCUPY A BUILDING OR STRUCTURE ERECTED ON ANY LOT OR PARCEL CREATED, DEFINED OR DEPICTED ON THIS PLAT UNTIL THE CITY OF BUCKEYE HAS ISSUED A CERTIFICATE OF OCCUPANCY. THE CITY WILL NOT ISSUE A CERTIFICATE OF OCCUPANCY UNTIL STREET, UTILITY, DRAINAGE AND OTHER IMPROVEMENTS RELATING TO THIS PLAT AS REQUIRED BY THE CITY'S SUBDIVISION ORDINANCE ARE COMPLETED TO CITY OF BUCKEYE STANDARDS. THIS LIMITATION MAY BE RELEASED IN PHASES, A PROSPECTIVE BUYER OF A LOT OR PARCEL CREATED, DEFINED, OR DEPICTED ON THIS PLAT SHOULD REQUIRE THE SELLER TO PRODUCE A RECORDED RELEASE OF THIS LIMITATION ON THE ISSUANCE OF CERTIFICATES OF OCCUPANCY SIGNED BY THE CITY OF BUCKEYE BEFORE PURCHASING AND/OR CLOSING ESCROW ON THAT LOT OR PARCEL. FAILURE TO OBTAIN SUCH A RELEASE OF THIS LIMITATION MAY RESULT IN THE BUYER BEING PROHIBITED FROM OCCUPYING A HOUSE OR OTHER STRUCTURE BUILT ON THE LOT OR PARCEL. THIS LIMITATION IS SUBJECT TO THE REASONABLE DISCRETION BY THE CITY AS TO THE COMPLETION STATUS OF OTHER IMPROVEMENTS SUCH AS LANDSCAPING AND PUNCH LIST ITEMS THAT ARE IN PROCESS, OPERATIONAL AND SUBSTANTIALLY COMPLETE. THE HOMEOWNER SHALL BE REQUIRED TO DISCLOSE THIS STATEMENT OF LIMITATION ON THE ISSUANCE OF CERTIFICATES OF OCCUPANCY TO A PROSPECTIVE BUYER PRIOR TO THE BUYER PURCHASING AND CLOSING ESCROW ON ANY BUILDING OR STRUCTURE ON ANY LOT OR PARCEL.

CONSENT OF LIENHOLDERS

KNOW ALL MEN BY THESE PRESENTS:

THE UNDERSIGNED, AS TRUSTEE UNDER THAT CERTAIN DEED OF TRUST RECORDED MAY 18, 2004, AS INSTRUMENT NO. 2004-549496 OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AND ASSIGNED TO MENG SHIANG IN PURSUANT TO THE CERTAIN ASSIGNMENT OF DEED OF TRUST RECORDED NOVEMBER 2, 2010 IN INSTRUMENT NO. 2010-0957274 HEREBY CONSENT TO AND JOINS IN THAT CERTAIN FINAL PLAT OF "FESTIVAL FOOTHILLS - UNIT 27", AND AGREES THAT SUCH PLAT AND THE EASEMENTS SHOWN THEREON SHALL BE SUPERIOR TO, AND HAVE PRIORITY OVER, THE ABOVE DESCRIBED DEED OF TRUST.

PGP TITLE, INC., A NEVADA CORPORATION, AS SUCCESSOR IN INTEREST TO SUN CITY TITLE AGENCY, DBA SUN TITLE AGENCY, SUCCESSOR TRUSTEE UNDER THAT CERTAIN PERFORMANCE DEED OF TRUST RECORDED MAY 18, 2004.

BY: _____

NAME: _____ DATE: _____

TITLE: _____

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF DALLAS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____

BY: _____

OF _____

A CORPORATION, ON BEHALF OF SAID CORPORATION.

NOTARY PUBLIC'S SIGNATURE

HOMEOWNERS ASSOCIATION
RATIFICATION

KNOW ALL MEN BY THESE PRESENTS:

THE UNDERSIGNED, DULY AUTHORIZED OF THE FESTIVAL FOOTHILLS COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT ORGANIZATION, HEREBY RATIFIES THE RECORDATION OF THIS FINAL PLAT OF "FESTIVAL FOOTHILLS - UNIT 27" AND ACKNOWLEDGES THE RESPONSIBILITIES SET FORTH THEREIN.

FESTIVAL FOOTHILLS COMMUNITY ASSOCIATION,
AN ARIZONA NON-PROFIT ORGANIZATION

BY: _____ DATE: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY _____.

THE _____ OF FESTIVAL FOOTHILLS COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT ORGANIZATION, FOR AND ON BEHALF THEREOF.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

APPROVAL

APPROVAL BY THE COUNCIL OF THE CITY OF BUCKEYE ON

THIS _____ DAY OF _____, 20____.

BY: _____ MAYOR

ATTEST: _____ CITY CLERK

I CERTIFY THAT ALL ENGINEERING CONDITIONS AND REQUIREMENTS HAVE BEEN COMPLIED WITH.

BY: _____ BUCKEYE CITY ENGINEER DATE

BY: _____ DEVELOPMENT SERVICES DIRECTOR DATE

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, ("OWNER"), HAS SUBDIVIDED UNDER THE NAME OF "FESTIVAL FOOTHILLS - UNIT 27", A SUBDIVISION LOCATED IN A PORTION OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 4 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF BUCKEYE, COUNTY OF MARICOPA, STATE OF ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "FESTIVAL FOOTHILLS - UNIT 27" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY DEDICATES TO THE CITY OF BUCKEYE FEE TITLE TO ALL PUBLIC RIGHT-OF-WAYS AS SHOWN ON THE PLAT.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS AS PER THE ENGINEERING DESIGN STANDARDS.

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.

THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHT-OF-WAYS, INCLUDING: LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.

TRACTS "B", "C", "G" AND "K" ARE HEREBY DECLARED AS COMMON AREA FOR THE PURPOSES SHOWN, AND FOR THE USE AND ENJOYMENT OF THE LOT OWNERS AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR "FESTIVAL FOOTHILLS UNIT 27", AND WILL BE OWNED AND MAINTAINED BY THE FESTIVAL FOOTHILLS COMMUNITY ASSOCIATION. THE TRACTS SHALL BE CONVEYED BY WARRANTY (OR SPECIAL WARRANTY) DEED TO THE FESTIVAL FOOTHILLS COMMUNITY ASSOCIATION. DWELLING UNITS SHALL NOT BE CONSTRUCTED ON SAID TRACTS.

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

BY THE EXECUTION OF THIS PLAT, THE CITY HEREBY TERMINATES AND REVOKES THE ROADWAY DECLARATION PREVIOUSLY RECORDED AS INSTRUMENT NO. 90-509455, RECORDS OF MARICOPA COUNTY, ARIZONA, AND RELINQUISHES ANY RIGHT TO ESTABLISH, OPEN OR DECLARE A ROADWAY PURSUANT TO SUCH DECLARATION OVER ANY PORTION OF THE PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THIS PLAT.

IN WITNESS WHEREOF THAT PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, ("OWNER"), HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER

THIS _____ DAY OF _____, 20____.

BY: PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

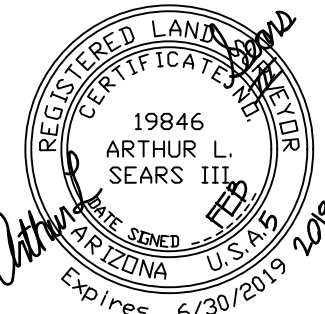
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY _____, THE _____ OF PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, THE SUCCESSOR UPON THE CONVERSION OF PULTE HOME CORPORATION, A MICHIGAN CORPORATION, FOR AND ON BEHALF THEREOF.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

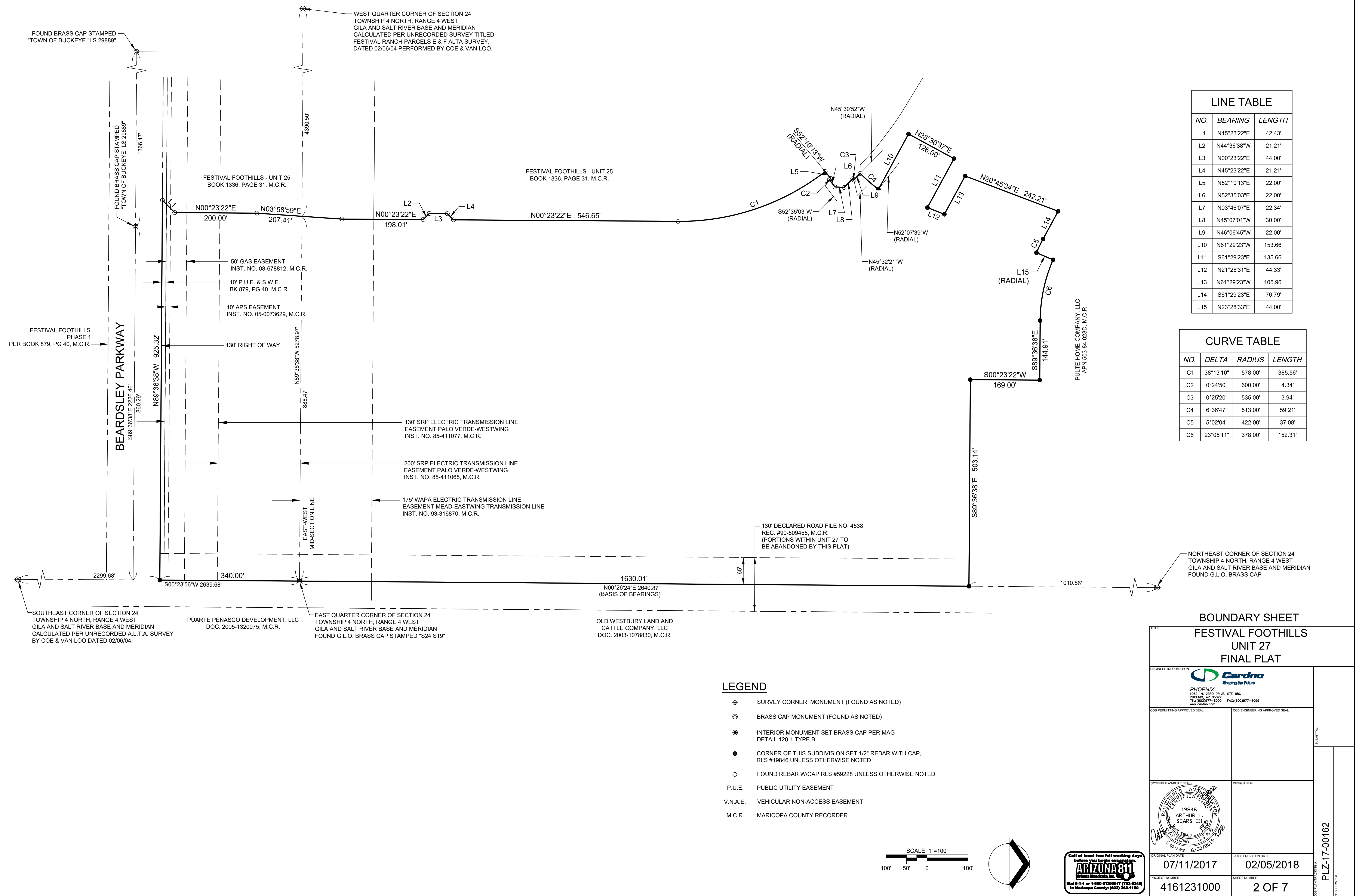
CERTIFICATION

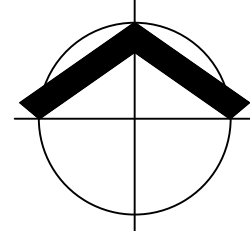
I, ARTHUR L. SEARS III, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAT CONSISTING OF SEVEN SHEETS CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME DURING THE MONTH OF SEPTEMBER, 2017. THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN, THAT ALL MONUMENTS EXIST OR WILL BE SET AND, THAT THEIR POSITIONS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

Arthur L. Sears III
ARTHUR L. SEARS III, R.L.S.

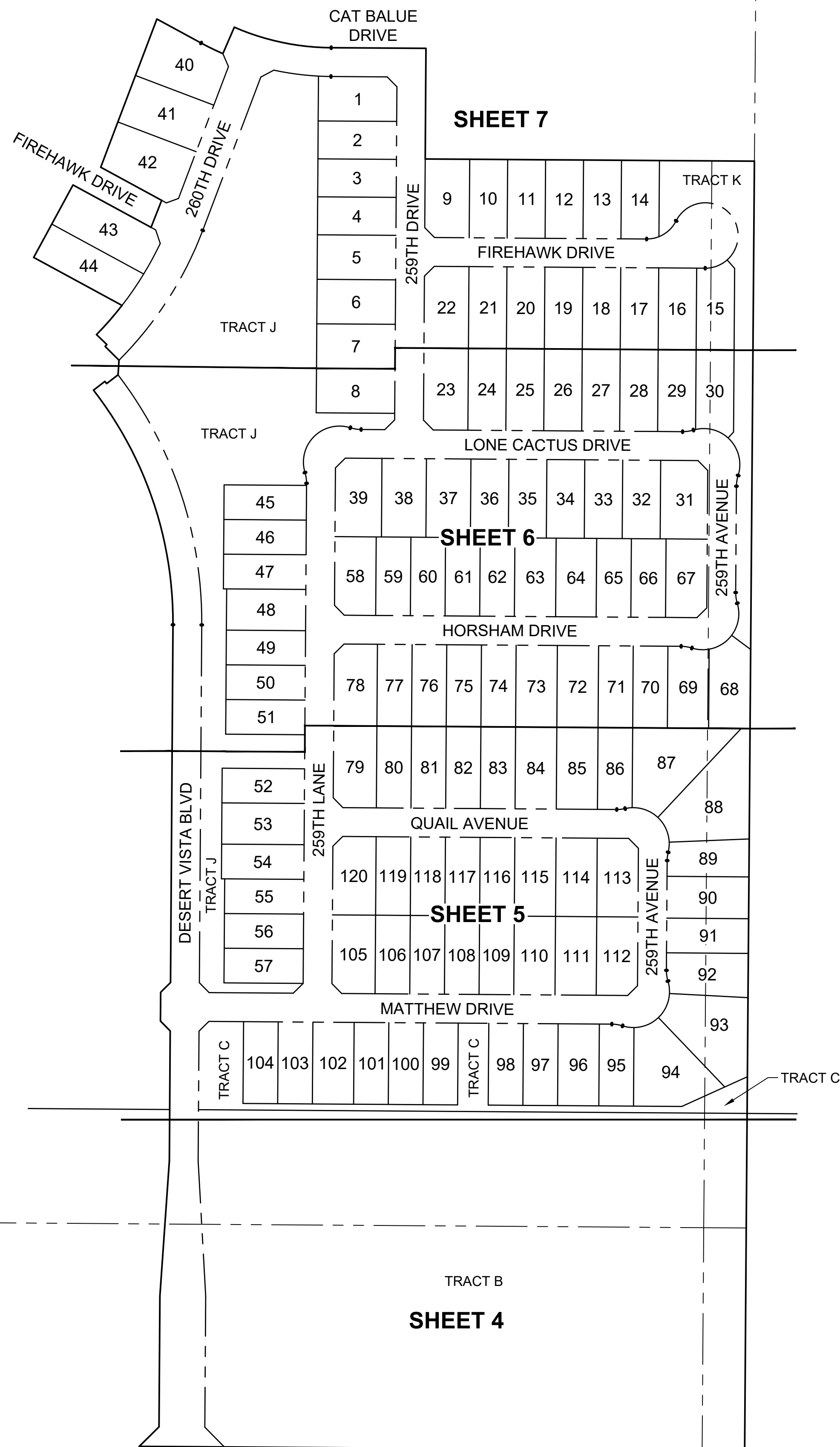


MANAGING ENGINEERING SURVEYOR ARTHUR L. SEARS III, R.L.S.	PROJECT COORDINATOR DANIEL J. POTTINGER, P.E.	CHECKED DLP	CHECKED ALS	NTS
FINAL PLAT	ENGINEER INFORMATION Cardno Shaping the Future PHOENIX 19621 N. 23RD DRIVE, STE. 150, PHOENIX, AZ 85027 TEL: (602) 977-8000 FAX: (602) 977-8099 WWW.CARDNO.COM	DRAFTED DLP	DRAFTED SWR	
		DESIGN LAYOUT DLP	FIELD SURVEY ALS	
PROJECT: FESTIVAL FOOTHILLS UNIT 27		PROJECT PLAN STONER		PLZ-17-00162
REVISIONS:		COB PERMITTING APPROVED STAMP		
COB PERMITTING APPROVED STAMP		COB ENGINEERING APPROVED STAMP		COB PLAN TRACKING #
(POSSIBLE AS-BUILT SEAL)		DESIGN SEAL		
ORIGINAL PLAN DATE 04/03/2017		LATEST REVISION DATE 02/05/2018		COB PLAN TRACKING # PLZ-17-00162
PROJECT NUMBER 4161231000		SHEET NUMBER 1 OF 7		





KEY MAP
NOT TO SCALE



LOT SUMMARY TABLE

LOT #	AREA (SF)
1	8,050'
2	6,960'
3	6,960'
4	6,960'
5	8,160'
6	8,160'
7	8,160'
8	8,160'
9	8,047'
10	6,960'
11	6,960'
12	6,960'
13	6,960'
14	6,937'
15	7,459'
16	7,250'
17	7,250'
18	7,250'
19	7,250'
20	7,250'
21	7,250'
22	8,388'
23	8,388'
24	7,250'
25	7,250'
26	7,250'
27	7,250'
28	7,250'
29	7,226'
30	7,208'
31	8,526'
32	6,960'
33	6,960'
34	6,960'
35	6,960'
36	6,960'
37	8,160'
38	8,160'
39	8,408'
40	10,637'
41	9,728'
42	10,471'
43	10,771'
44	9,125'
45	6,678'
46	6,678'
47	6,678'
48	7,623'
49	6,413'
50	6,413'
51	6,413'
52	6,678'
53	7,938'
54	6,678'
55	6,413'
56	6,413'
57	6,413'
58	7,448'
59	6,360'
60	6,360'

LOT SUMMARY TABLE

LOT #	AREA (SF)
61	6,360'
62	6,360'
63	7,560'
64	7,439'
65	6,360'
66	6,360'
67	7,447'
68	8,246'
69	7,746'
70	6,625'
71	6,625'
72	7,875'
73	7,875'
74	6,625'
75	6,625'
76	6,625'
77	6,625'
78	8,138'
79	8,138'
80	6,625'
81	6,625'
82	6,625'
83	6,625'
84	7,875'
85	7,875'
86	6,593'
87	13,612'
88	14,963'
89	6,846'
90	7,991'
91	6,630'
92	8,010'
93	13,045'
94	12,118'
95	6,538'
96	7,875'
97	6,625'
98	6,625'
99	6,625'
100	6,625'
101	6,625'
102	7,875'
103	6,625'
104	6,625'
105	7,807'
106	6,360'
107	6,360'
108	6,360'
109	6,360'
110	7,560'
111	7,560'
112	7,448'
113	7,447'
114	7,560'
115	7,560'
116	6,360'
117	6,360'
118	6,360'
119	6,360'
120	7,807'

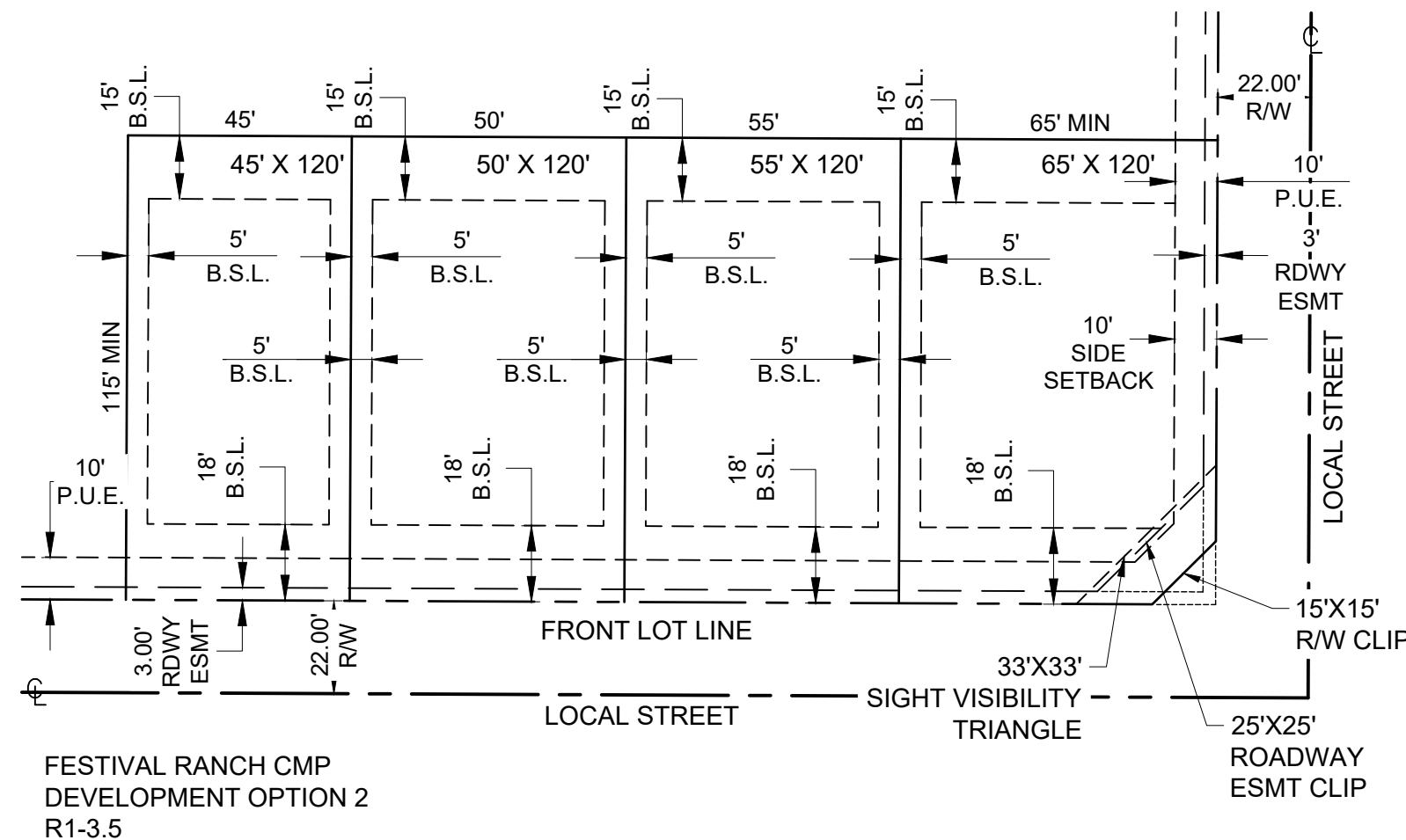
TOTAL LOT AREA = 897,199 SQUARE FEET
OR 20.59 ACRES MORE OR LESS

RIGHT-OF-WAY AREA TABLE

STREET NAME	PRIMARY USE	SQ. FT.	ACRE
259TH AVENUE (NORTH)	RIGHT-OF-WAY	8,960'	0.21
259TH AVENUE (SOUTH)	RIGHT-OF-WAY	8,984'	0.21
259TH DRIVE	RIGHT-OF-WAY	23,281'	0.53
259TH LANE	RIGHT-OF-WAY	39,990'	0.92
260TH DRIVE	RIGHT-OF-WAY	25,932'	0.60
CAT BALUE DRIVE	RIGHT-OF-WAY	15,215'	0.35
DESERT VISTA BLVD	RIGHT-OF-WAY	84,104'	1.93
FIREHAWK DRIVE	RIGHT-OF-WAY	24,657'	0.57
HORSHAM DRIVE	RIGHT-OF-WAY	27,264'	0.63
LONE CACTUS DRIVE	RIGHT-OF-WAY	28,009'	0.64
MATTHEW DRIVE	RIGHT-OF-WAY	32,579'	0.75
QUAIL AVENUE	RIGHT-OF-WAY	22,461'	0.52
TOTAL RIGHT OF WAY AREA = 341,436 SQUARE FEET OR 7.86 ACRES MORE OR LESS			

TRACT USE AND AREA TABLE

TRACT	PRIMARY USE	SQ. FT.	ACRE
TRACT B	LANDSCAPE/SRP & WAPA EASEMENT	426,983'	9.80
TRACT C	LANDSCAPE/RETENTION	24,933'	0.57
TRACT J	LANDSCAPE/RETENTION	165,502'	3.80
TRACT K	LANDSCAPE/RETENTION	28,816'	0.66
TOTAL TRACT AREA = 646,234 SQUARE FEET OR 14.83 ACRES MORE OR LESS			



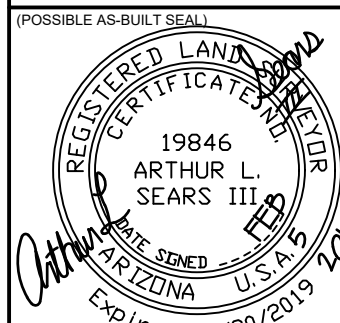
TYPICAL LOT DIMENSIONS & BUILDING SETBACK

NO SCALE

FESTIVAL FOOTHILLS
UNIT 27
FINAL PLAT

ENGINEER INFORMATION
Cardno
Shaping the Future
PHOENIX
1901 N. 23RD AVENUE, STE 100
PHOENIX, AZ 85027
TEL (602) 977-3000 FAX (602) 977-8099
www.cardno.com

COB PERMITTING APPROVED SEAL COB ENGINEERING APPROVED SEAL



ORIGINAL PLAN DATE
07/11/2017

PROJECT NUMBER
4161231000

LATEST REVISION DATE
02/05/2018

SHEET NUMBER
3 OF 7

PLZ-17-00162



MATCH LINE SEE SHEET 5

WEST QUARTER CORNER OF SECTION 24
TOWNSHIP 4 NORTH, RANGE 4 WEST
GILA AND SALT RIVER BASE AND MERIDIAN,
CALCULATED PER UNRECORDED SURVEY
TITLED FESTIVAL RANCH PARCELS E & F
ALTA SURVEY, DATED 02/06/04 PERFORMED
BY COE & VAN LOO.

FESTIVAL FOOTHILLS - UNIT 25
BOOK 1336, PAGE 31, M.C.R.

DESERT VISTA BLVD

N45°23'22"E
42.43'

FOUND BRASS CAP STAMPED
"TOWN OF BUCKEYE" "LS 29889"

FOUND BRASS CAP STAMPED
"TOWN OF BUCKEYE" "LS 29889"

LEGEND

- ⊕ SURVEY CORNER MONUMENT (FOUND AS NOTED)
- ⊙ BRASS CAP MONUMENT (FOUND AS NOTED)
- INTERIOR MONUMENT SET BRASS CAP PER MAG
DETAIL 120-1 TYPE B
- CORNER OF THIS SUBDIVISION SET 1/2" REBAR
WITH CAP RLS #19846 UNLESS OTHERWISE STATED
- FOUND REBAR W/CAP RLS #59228 UNLESS OTHERWISE NOTED
- P.U.E. PUBLIC UTILITY EASEMENT
- V.N.A.E. VEHICULAR NON-ACCESS EASEMENT
- M.C.R. MARICOPA COUNTY RECORDER
- S.W.E. SIDEWALK EASEMENT
- R/W RIGHT OF WAY
- A 33' X 33' SIGHT VISIBILITY TRIANGLE EASEMENT
- B 3' ROADWAY EASEMENT
- C 4' ROADWAY EASEMENT
- D 25' ROADWAY EASEMENT CLIP

TRACT B

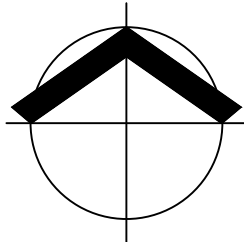
BEARDSLEY PARKWAY

EAST QUARTER CORNER OF SECTION 24
TOWNSHIP 4 NORTH, RANGE 4 WEST
GILA AND SALT RIVER BASE AND MERIDIAN
FOUND G.L.O. BRASS CAP STAMPED "S24 S19"

65' DECLARED ROAD FILE NO. 4538
REC. #90-509455, M.C.R.
(PORTIONS WITHIN UNIT 27 TO
BE ABANDONED BY THIS PLAT)


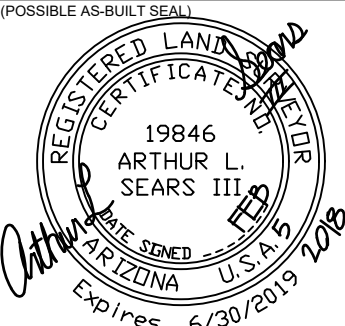
PUARTE PENASCO DEVELOPMENT, LLC
DOC. 2005-1320075, M.C.R.

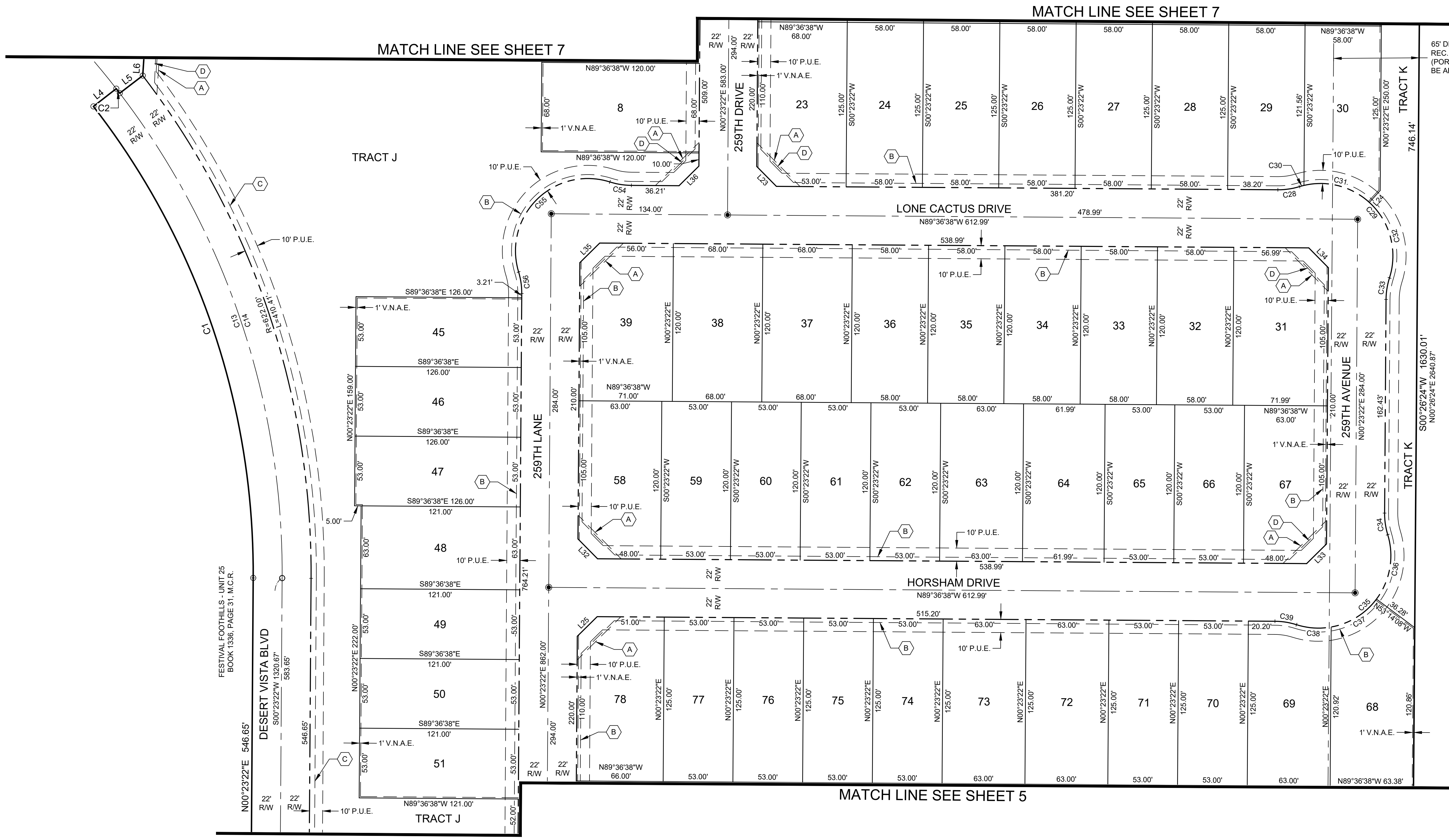
SCALE: 1"=40'



SOUTHEAST CORNER OF SECTION 24
TOWNSHIP 4 NORTH, RANGE 4 WEST
GILA AND SALT RIVER BASE AND MERIDIAN
CALCULATED PER UNRECORDED A.L.T.A. SURVEY
BY COE & VAN LOO DATED 02/06/04.



TITLE FESTIVAL FOOTHILLS UNIT 27 FINAL PLAT	
ENGINEER INFORMATION  PHOENIX 1920 N. 23RD AVENUE, STE 100 PHOENIX, AZ 85027 TEL (602) 977-8000 FAX (602) 977-8099 www.cardno.com	
COB PERMITTING APPROVED SEAL	COB ENGINEERING APPROVED SEAL
SUBMITTAL	
(POSSIBLE AS-BUILT SEAL) 	DESIGN SEAL
ORIGINAL PLAN DATE 07/11/2017	LATEST REVISION DATE 02/05/2018
PROJECT NUMBER 4161231000	SHEET NUMBER 4 OF 7
COB PLAT TRACKING # PLZ-17-00162	
COB PLAT #	



65' DECLARED ROAD FILE NO. 4538
REC. #90-509455, M.C.R.
(PORTIONS WITHIN UNIT 27 TO
BE ABANDONED BY THIS PLAT)

OLD WESTBURY LAND AND
CATTLE COMPANY, LLC
DOC. 2003-1078830, M.C.R.


LINE TABLE		
NO.	BEARING	LENGTH
L4	N52°10'13"E	22.00'
L5	N52°35'03"E	22.00'
L6	N03°46'07"E	22.34'
L23	S44°36'38"E	21.21'
L24	N42°23'02"E	12.28'
L25	S45°23'22"W	21.21'
L32	S44°36'38"E	21.21'
L33	N45°23'22"E	21.21'
L34	N44°36'38"W	21.21'
L35	S45°23'22"W	21.21'
L36	N45°23'22"E	21.21'

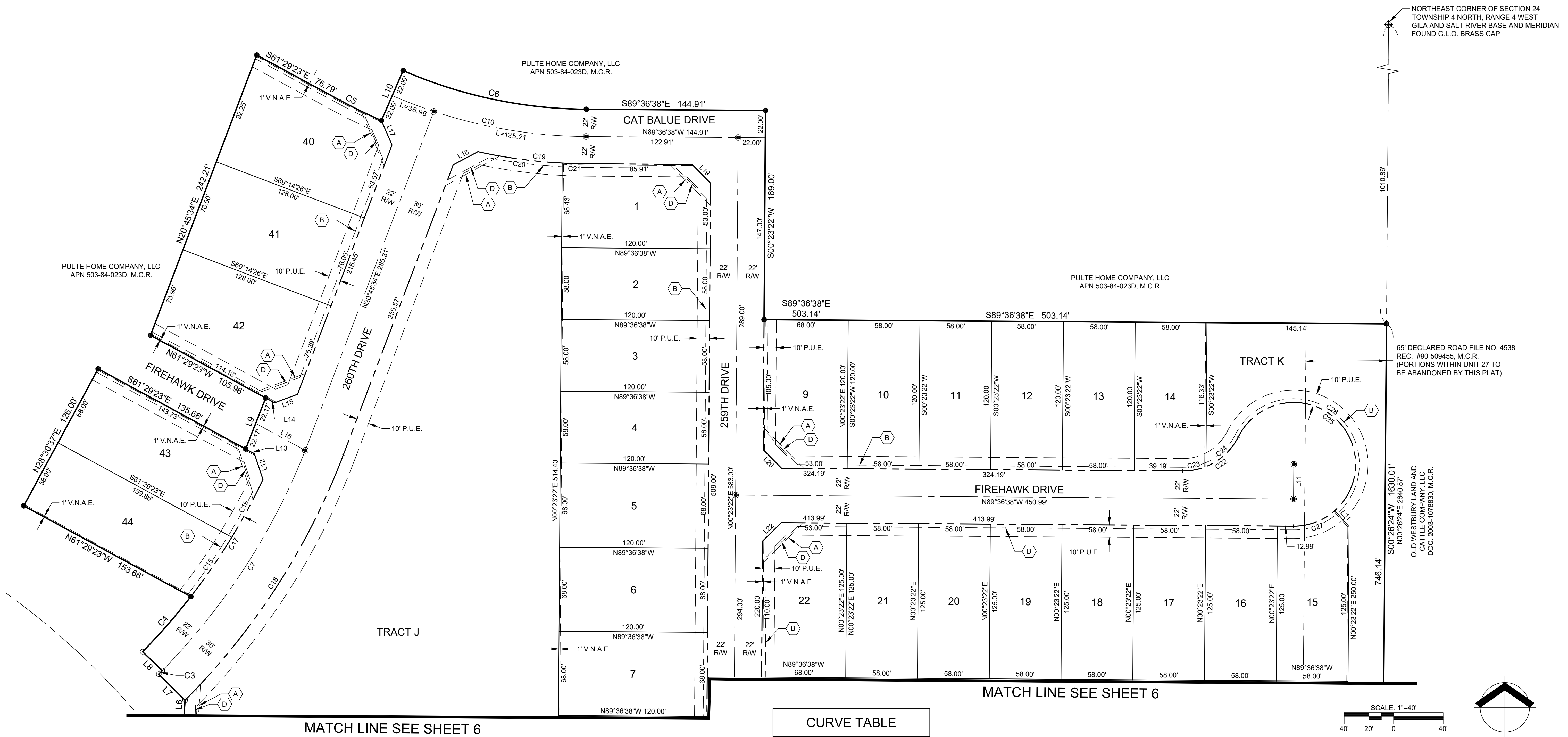
CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	38°13'10"	578.00'	385.56'
C2	0°24'50"	600.00'	4.34'
C13	38°13'10"	600.00'	400.23'
C14	37°48'19"	600.00'	395.90'
C28	17°20'29"	55.00'	16.65'
C29	124°40'58"	55.00'	119.69'
C30	3°40'53"	55.00'	3.53'
C31	55°39'16"	55.00'	53.42'
C32	65°20'50"	55.00'	62.73'
C33	17°20'29"	55.00'	16.65'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C34	17°20'29"	55.00'	16.65'
C35	124°40'58"	55.00'	119.69'
C36	53°42'59"	55.00'	51.56'
C37	43°08'15"	55.00'	41.41'
C38	27°49'44"	55.00'	26.71'
C39	17°20'29"	55.00'	16.65'
C54	17°20'29"	55.00'	16.65'
C55	124°40'58"	55.00'	119.69'
C56	17°20'29"	55.00'	16.65'

- LEGEND**
- ⊕ SURVEY CORNER MONUMENT (FOUND AS NOTED)
 - ⊙ BRASS CAP MONUMENT (FOUND AS NOTED)
 - INTERIOR MONUMENT SET BRASS CAP PER MAG DETAIL 120-1 TYPE B
 - CORNER OF THIS SUBDIVISION SET 1/2" REBAR WITH CAP RLS #19846 UNLESS OTHERWISE STATED
 - FOUND REBAR W/CAP RLS #59228 UNLESS OTHERWISE NOTED
 - P.U.E. PUBLIC UTILITY EASEMENT
 - V.N.A.E. VEHICULAR NON-ACCESS EASEMENT
 - M.C.R. MARICOPA COUNTY RECORDER
 - S.W.E. SIDEWALK EASEMENT
 - R/W RIGHT OF WAY
 - A 33' X 33' SIGHT VISIBILITY TRIANGLE EASEMENT
 - B 3' ROADWAY EASEMENT
 - C 4' ROADWAY EASEMENT
 - D 25' ROADWAY EASEMENT CLIP



TITLE FESTIVAL FOOTHILLS UNIT 27 FINAL PLAT	
ENGINEER INFORMATION  PHOENIX 1601 N. 23RD AVENUE, STE 150 PHOENIX, AZ 85027 TEL (602) 977-8000 FAX (602) 977-8099 www.cardno.com	
COB PERMITTING APPROVED SEAL	COB ENGINEERING APPROVED SEAL
DESIGN SEAL	
ORIGINAL PLAN DATE 07/11/2017	LATEST REVISION DATE 02/05/2018
PROJECT NUMBER 4161231000	SHEET NUMBER 6 OF 7
SUBMITTAL PLZ-17-00162	



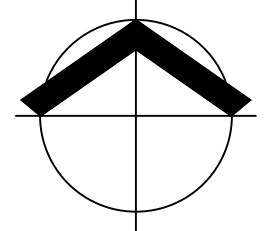
NORTHEAST CORNER OF SECTION 24
TOWNSHIP 4 NORTH, RANGE 4 WEST
GILA AND SALT RIVER BASE AND MERIDIAN
FOUND G.L.O. BRASS CAP

65' DECLARED ROAD FILE NO. 4538
REC. #90-509455, M.C.R.
(PORTIONS WITHIN UNIT 27 TO
BE ABANDONED BY THIS PLAT)

S00°26'24"W 1630.01'
N00°26'24"E 2640.87'
OLD WESTBURY LAND AND
CATTLE COMPANY, LLC
DOC. 2003-1078830, M.C.R.

MATCH LINE SEE SHEET 6

MATCH LINE SEE SHEET 6



LINE TABLE		
NO.	BEARING	LENGTH
L6	N03°46'07"E	22.34'
L7	N45°07'01"W	30.00'
L8	N46°06'45"W	22.00'
L9	N21°28'31"E	44.33'
L10	N23°28'33"E	44.00'
L11	S00°23'22"W	28.00'
L12	N18°26'59"W	21.93'
L13	N61°29'23"W	8.07'
L14	S61°29'23"E	8.22'
L15	N69°38'06"E	19.73'
L16	N61°29'23"W	45.64'
L17	N23°23'29"W	21.53'
L18	S62°03'13"W	22.54'
L19	N44°36'38"W	21.21'
L20	S44°36'38"E	21.21'
L21	N41°36'17"W	17.28'
L22	S45°23'22"W	21.21'

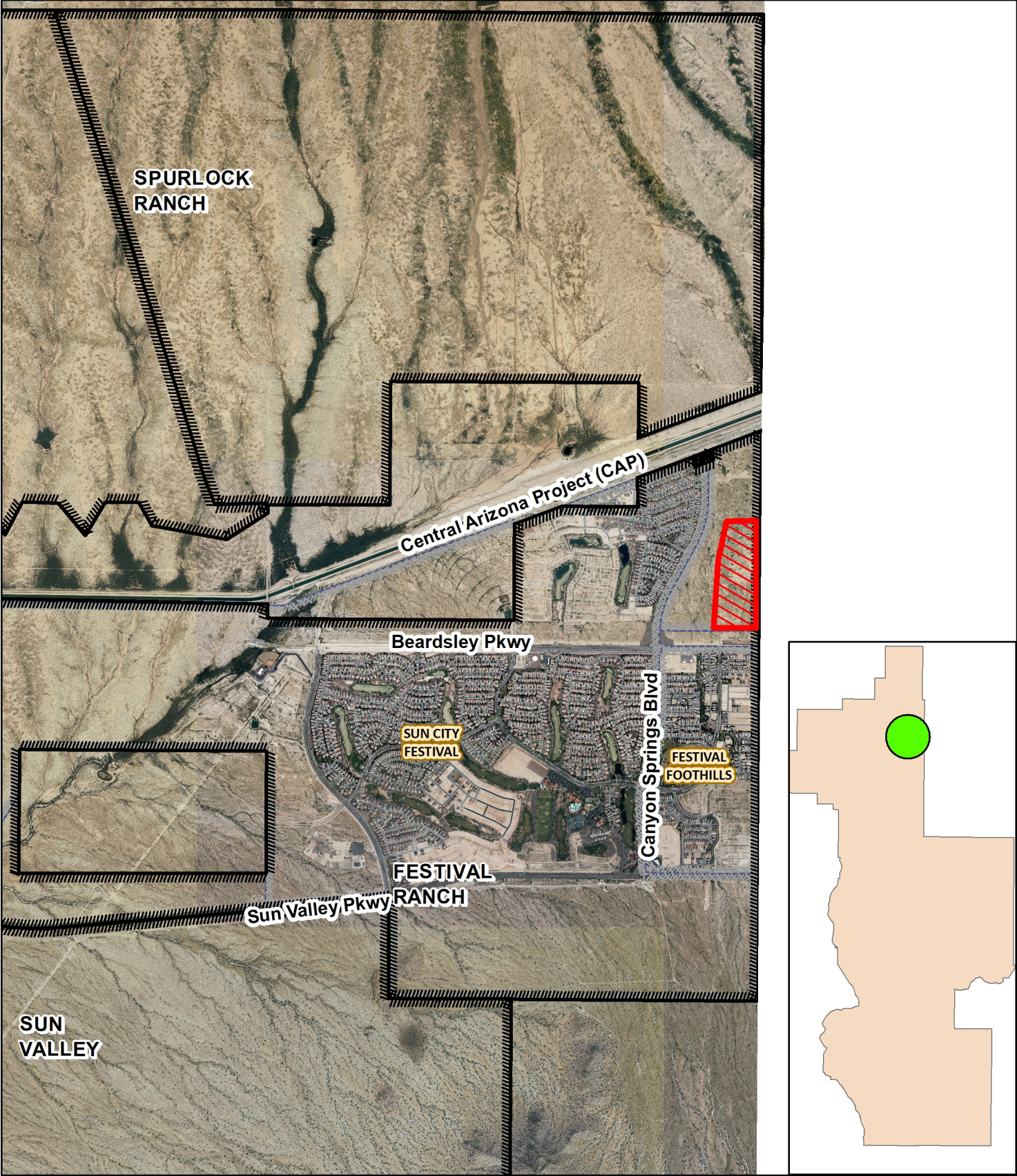
CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C3	0°25'20"	535.00'	3.94'
C4	6°36'47"	513.00'	59.21'
C5	5°02'04"	422.00'	37.08'
C6	23°05'11"	378.00'	152.31'
C7	23°42'05"	535.00'	221.31'
C8	22°52'49"	535.00'	213.64'
C9	0°49'16"	535.00'	7.67'
C10	23°05'11"	400.00'	161.17'
C15	6°31'06"	513.00'	58.36'
C16	5°55'34"	513.00'	53.06'
C17	12°26'40"	513.00'	111.42'
C18	24°07'25"	565.00'	237.89'
C19	11°56'22"	422.00'	87.94'
C20	9°20'50"	422.00'	68.85'
C21	2°35'32"	422.00'	19.09'
C22	63°53'46"	50.00'	55.76'
C23	22°05'59"	50.00'	19.29'
C24	41°47'47"	50.00'	36.47'
C25	243°53'46"	50.00'	212.84'
C26	201°54'07"	50.00'	176.19'
C27	41°59'39"	50.00'	36.65'

- LEGEND**
- ⊕ SURVEY CORNER MONUMENT (FOUND AS NOTED)
 - ⊙ BRASS CAP MONUMENT (FOUND AS NOTED)
 - ⊙ INTERIOR MONUMENT SET BRASS CAP PER MAG DETAIL 120-1 TYPE B
 - CORNER OF THIS SUBDIVISION SET 1/2" REBAR WITH CAP RLS #19846 UNLESS OTHERWISE STATED
 - FOUND REBAR W/CAP RLS #59228 UNLESS OTHERWISE NOTED
 - P.U.E. PUBLIC UTILITY EASEMENT
 - V.N.A.E. VEHICULAR NON-ACCESS EASEMENT
 - M.C.R. MARICOPA COUNTY RECORDER
 - S.W.E. SIDEWALK EASEMENT
 - R/W RIGHT OF WAY
 - A 33' X 33' SIGHT VISIBILITY TRIANGLE EASEMENT
 - B 3' ROADWAY EASEMENT
 - C 4' ROADWAY EASEMENT
 - D 25' ROADWAY EASEMENT CLIP



FESTIVAL FOOTHILLS UNIT 27 FINAL PLAT	
ENGINEER INFORMATION PHOENIX 1601 N. 23RD AVENUE, STE 100 PHOENIX, AZ 85027 TEL (602) 977-8000 FAX (602) 977-8099 www.cardno.com	
COB PERMITTING APPROVED SEAL	COB ENGINEERING APPROVED SEAL
DESIGN SEAL	
ORIGINAL PLAN DATE 07/11/2017	LATEST REVISION DATE 02/05/2018
PROJECT NUMBER 4161231000	SHEET NUMBER 7 OF 7
SUBMITTAL PLZ-17-00162	

Vicinity Map



CITY OF BUCKEYE
City Council Regular Meeting
COUNCIL ACTION REPORT

MEETING DATE: 4/3/2018	AGENDA ITEM: *6K. Demolition Derby - Special Event Liquor License
DATE PREPARED: 2/22/2018	DISTRICT NO.: 1
STAFF LIAISON: Lucinda Aja, City Clerk, (623) 349-6911, laja@buckeyeaz.gov	
DEPARTMENT: City Clerk	AGENDA ITEM TYPE: Consent Item

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

Council to take action on the Special Event Liquor License application for the Demolition Derby to be held on May 12, 2018 from 4 to 11:00 p.m. at the Buckeye Arena.

RELEVANT GOALS:

GOAL 2: Enhanced Economic Well-Being and Vitality

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

The Buckeye Rotary is requesting a Special Event Liquor License for the Demolition Derby to be held on Saturday, May 12, 2018 from 4:00 p.m. to 11:00 p.m. at the Buckeye Arena. Requested by John Broadbent on behalf of the Buckeye Rotary.

BENEFITS:

Event held for the enjoyment of the community

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

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

FINANCIAL IMPACT STATEMENT: Must be completed before submission

\$100 fee paid

ATTACHMENTS:

Description

- ☐ **Special Event Liquor License Application**
- ☐ **Aerial Map**

FEB 21 2018

Received - *SE*

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

FOR DLIC 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 12).

SECTION 1 Name of Organization:*Buckeye Rotary*Name of Licensed Contractor **only** (if any):**SECTION 2** Non-Profit/IRS Tax Exempt Number:*860314699***SECTION 3** Event Location:*Buckeye Arena**Demolition Derby*

Event Address:

*509 N 4th St Buckeye AZ 85326***SECTION 4** Applicant must be a member of the qualifying organization and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant:

BROADBENT JOHN H

Last

First

Middle

Date of Birth

2. Applicant's mailing address:

Street

City

State

Zip

Coalyer AZ 85338

3. Applicant's home/cell phone:

602 881 9111

Applicant's business phone:

602 881 9111

4. Applicant's email address:

john.broadbent@leavitt.com

I, (Print Full Name)

John H Broadbent

declare that I am the APPLICANT filing this application as listed above. I have read the application and the contents and all statements are true, correct and complete.

x

John H Broadbent

Signature

Title/ Position

2/15/18 881-9111

Date

Phone Number

The foregoing instrument was acknowledged before me this

State

ARIZONA

County of

MARICOPA

Day

Month

Year

16 FEB 2018

My Commission Expires on:

July 25, 2020

Date

Signature



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

SECTION 5 Regarding the application for a special event permit: The **Officer, Director, or Chairperson of the organization** certifies that the Organization meets the criteria in A.R.S. § 4-203.02(E) as indicated by checking one of the boxes below.

- (1) ☐ The Organization is a political party or a campaign committee supporting a candidate for public office. Please indicate the name of the candidate that the Organization supports, the office that the candidate seeks, and the month and year that the candidate would first fill the office if successful.

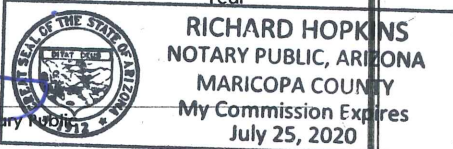
Candidate: _____
Name Office Month/Year

- (2) ☒ The Organization is a non-profit entity organized in Arizona, or pursuant to the laws of another state that is eligible for designation under Section 501(C) of the internal revenue code of the United States. If the Organization is applying under option (2) as a nonprofit entity, please also **INITIAL** in the spaces provided next to **all** following statements to indicate that, to the best of the Organization's knowledge, the following statements are correct.

To be initialed only by an Officer, Director, or Chairperson of the organization.

- JB* The Organization has received a determination letter from the Internal Revenue Service ("IRS") indicating that it is eligible for designation as a nonprofit entity under Section 501(C), eligibility or will be eligible on all days that the special event will occur, or has a pending application with the IRS for such treatment that has not been resolved but that will retroactively cover all days that the special event will occur. (Please provide a copy of either the IRS determination letter or the application [without attachments] with this application).
- JB* The Organization is not aware of any action taken by the IRS to revoke, suspend, or otherwise eliminate their Eligibility under 501(C), or if there is a pending application, the eligibility has not received any indication that the IRS will deny its application and has a good faith basis formed upon a reasonable inquiry into IRS regulations, guidelines and forms that are eligible under 501(C).
- JB* The Organization understands that if there is a change in circumstances after completing this form that may cause or has caused it to lose its eligibility under 501(C), whether before or after receiving an IRS determination letter, that it has an affirmative duty to notify the Department of Liquor, which may take appropriate action regarding the loss of eligibility.

To be completed only by an Officer, Director, or Chairperson of the organization.

I, (Print Full Name) <u>John H Broadbent</u> declare that I am an Officer, Director, or Chairperson of the organization filing this application as listed above. I have read the application and the contents and all statements are true, correct and complete.			
Signature <u>[Signature]</u>	Title/ Position <u>Pres</u>	Date <u>2/12/18</u>	Phone Number <u>602-911</u>
The foregoing instrument was acknowledged before me this <u>16</u> Day <u>FEB</u> Month <u>2018</u> Year			
State <u>ARIZONA</u> County of <u>MARICOPA</u>			
My Commission Expires on: <u>July 25, 2020</u> Date		Signature of Notary Public <u>[Signature]</u>	
			

SECTION 6 Will this event be held on a currently licensed premise and within the already approved premises? ☐ Yes ☒ No
(If yes, Local Governing Body Signature not required)

Name of Business License Number Phone (Include Area Code)

SECTION 7 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation 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 USING RETAIL LICENSE, PLEASE SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISES TO SUSPEND OR RUN CONCURRENT WITH THE PERMANENT LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF THE PREMISES, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISES.)

SECTION 8

What is the purpose of this event? ☒ On-site consumption ☐ Off-site (auction/wine/distilled spirits pull) ☐ Both

SECTION 9

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 days have been issued to this organization during the calendar year? 1
(The number cannot exceed 10 days per year.)
3. Is the organization using the services of a licensed contractor or other person to manage the sale or service of alcohol?
☐ Yes ☒ No (If yes, must be a licensed contractor or licensee of series 6, 7, 11, or 12)
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 894 Buckeye Az 85326
- Name _____ Percentage: _____
Address _____
- Street City State Zip

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 A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.

5. 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: The venue is completely
fenced Exits are monitored

SECTION 10 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:	5/12/18	Sat	4PM	11PM
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

SECTION 11 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

ATTACH DIAGRAM

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.

Ferking ---

N ↑

5K
15

15
15
15
15

ROCK
GROUND

+

+



Bar
Booth

+

+

BID CANAL

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.

SECTION 12 Local Governing Body Approval Section.

Date Received: _____			
I, _____ (Government Official)	_____ (Title)	recommend	<input type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL
On behalf of _____ (City, Town, County)	_____ Signature	_____ Date	_____ Phone

SECTION 13 For Department of Liquor Licenses and Control use only.

<input type="checkbox"/> APPROVAL <input type="checkbox"/> 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.



West Valley Tires

Fuel and Oil

N 1st St

N 1st St

Helzapoppin' Rodeo Arena

Buckeye Canal Rd

E Narramore Ave

Buckeye Canal Rd

N 4th St

N 4th St

E Narramore Ave

CITY OF BUCKEYE
City Council Regular Meeting
COUNCIL ACTION REPORT

MEETING DATE: 4/3/2018	AGENDA ITEM: *6L. Buckeye Youth Council Removal
DATE PREPARED: 3/5/2018	DISTRICT NO.: ALL
STAFF LIAISON: Maria Riebs, Management Assistant to Council, (623) 349-6955, mriebs@buckeyeaz.gov	
DEPARTMENT: Assistant to Mayor and Council	AGENDA ITEM TYPE: Consent Item

ACTION / MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the removal of Joshua Zipp as a Regular Member of the Buckeye Youth Council.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

The City encourages community involvement in our programs through our boards and commissions. Joshua Zipp has submitted his resignation from the Buckeye Youth Council.

ATTACHMENTS:

Description

CITY OF BUCKEYE
City Council Regular Meeting
COUNCIL ACTION REPORT

MEETING DATE: 4/3/2018	AGENDA ITEM: 7A. PLZ-15-00032 Imagine Buckeye 2040
DATE PREPARED: 2/5/2018	DISTRICT NO.: ALL
STAFF LIAISON: George Flores, Development Services Director, (623) 349-6209, gflores@buckeyeaz.gov	
Terri Hogan, Deputy Director of Planning, (623) 349-6214, thogan@buckeyeaz.gov	
DEPARTMENT: Development Services	AGENDA ITEM TYPE: Public Hearing and Action

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

Council to hold a public hearing and take action on Resolution No. 14-18 declaring that certain document entitled “Imagine Buckeye 2040 General Plan” to be a public record; adopting Imagine Buckeye 2040 General Plan for municipal land development policies pursuant to Arizona Revised Statutes, A.R.S. § 9-461 *et seq.*, establishing planning goals, objectives and policies and considering each of the plan elements required by statute in addition to others determined essential by the City; ordering that notice of adoption of Imagine Buckeye 2040 be provided to the Arizona Attorney General pursuant to A.R.S. § 9-461.06(H); and ordering that Imagine Buckeye 2040 General Plan, as adopted, be submitted to the qualified electors for ratification on August 28, 2018; repealing One Town, One Vision, Buckeye’s General Plan adopted January 18, 2008 upon ratification of Imagine Buckeye 2040 General Plan; repealing conflicting resolutions; and providing for non-severability.

RELEVANT GOALS:

GOAL 3: A Well-Planned Urban Community

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

Tonight’s hearing will include a request via resolution for adoption of the 2018 General Plan update requiring a two-thirds vote with the next step of voter ratification at the August 28, 2018 Primary Election. This hearing has been advertised in accordance with Arizona State Statutes (ARS) and the resolution is attached.

Imagine Buckeye 2040 is the City’s 10 year General Plan update which is required by ARS. The final public draft of the plan being presented meets the requirements of ARS as follows:

- The plan is comprehensive and long range as illustrated in the vision statement and future land use map.
- The plan contains the required 17 elements as well as goals and policies for the development of the city.
- The process encompassed effective, early and continuous public participation.
- The process included broad notification and distribution.

In addition, the plan contains an Implementation Chapter which is designed to systematically implement the vision, goals and policies. Staff believe that *Imagine Buckeye 2040* strikes an excellent balance between keeping the vision certain for the public and allowing some flexibility within the plan’s land uses and amendment criteria.

There have been a diversity of stakeholders involved in this process including all of the City’s Departments, the General Plan Advisory Committee (GPAC), the Development Partnering Group, a variety of special interest groups and the general public. Public participation was conducted throughout the process with an outreach of 267,321 through email lists, social media, news articles, in person events and direct public input of 3,949 through surveys, comments, and meetings. The 60 day formal review process resulted in 15 responses which have been considered and addressed in the final draft of the plan. In particular, the plan is fully compliant with comments from Arizona State Land Department, Luke Air Force Base, and the Arizona Attorney General’s Office. For more detailed information on the public participation efforts see the attached March 13, 2018 Planning and Commission report.

The Planning & Zoning Commission heard this request at their February 27, 2018 (signed minutes attached) and March 13, 2018 (draft

minutes attached) meetings and has recommended unanimous approval.

The final public draft of the *Imagine Buckeye 2040* General Plan can be viewed at imaginebuckeye2040.com.

BENEFITS:

Provides the City, the development community, and the public with a comprehensive and long range community-driven vision plan with goals and policies in compliance with State statutes. Provides a city-wide action plan to implement the community's goals and policies.

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

Since the City has property within the high noise or accident potential zone of a military airport and ancillary military facility, Arizona Revised Statutes dictate that the City must send notice to the Arizona Attorney General's Office by certified mail, return receipt requested within three days of adoption. In addition, ARS also requires that the City submit the adopted general plan to the voters for ratification at the next regularly scheduled municipal election or at a special election at least 120 days after adoption. Per resolution scheduled for the August 17, 2018 City Council meeting, the subject election will be the August 28, 2018 Primary Election.

ATTACHMENTS:

Description

- ☐ **Resolution No. 14-18**
- ☐ **March 13, 2018 draft minutes Planning and Zoning Commission**
- ☐ **March 13, 2018 staff report Planning and Zoning Commission**
- ☐ **February 27, 2018 signed minutes Planning and Zoning Commission**

RESOLUTION NO. 14-18

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, DECLARING THAT CERTAIN DOCUMENT ENTITLED “IMAGINE BUCKEYE 2040 GENERAL PLAN” TO BE A PUBLIC RECORD; ADOPTING IMAGINE BUCKEYE 2040 GENERAL PLAN FOR MUNICIPAL LAND DEVELOPMENT POLICIES PURSUANT TO ARIZONA REVISED STATUTES, A.R.S. § 9-461 *ET SEQ.*, ESTABLISHING PLANNING GOALS, OBJECTIVES AND POLICIES AND CONSIDERING EACH OF THE PLAN ELEMENTS REQUIRED BY STATUTE IN ADDITION TO OTHERS DETERMINED ESSENTIAL BY THE CITY; ORDERING THAT NOTICE OF ADOPTION OF IMAGINE BUCKEYE 2040 BE PROVIDED TO THE ARIZONA ATTORNEY GENERAL PURSUANT TO A.R.S. § 9-461.06(H); AND ORDERING THAT IMAGINE BUCKEYE 2040 GENERAL PLAN, AS ADOPTED, BE SUBMITTED TO THE QUALIFIED ELECTORS FOR RATIFICATION ON AUGUST 28, 2018; REPEALING ONE TOWN, ONE VISION, BUCKEYE’S GENERAL PLAN ADOPTED JANUARY 18, 2008 UPON RATIFICATION OF IMAGINE BUCKEYE 2040 GENERAL PLAN; REPEALING CONFLICTING RESOLUTIONS; AND PROVIDING FOR NON-SEVERABILITY.

WHEREAS, the City of Buckeye (the “City”) is required to update its long-range general plan for the development of the City in accordance with the goals and content requirements contained in ARIZ. REV. STAT. § 9-461 *et. seq.*; and

WHEREAS, advisory comments pertaining to the Imagine Buckeye 2040 General Plan (the “General Plan”) have been sought from those agencies, organizations, and jurisdictions specified in ARIZ. REV. STAT. § 9-461.06(C) to be included in the statutory sixty (60) day review period and the written comments and public hearing testimony received pursuant to such required review have been duly considered; and

WHEREAS, following the requisite notice and publication requirements set forth in ARIZ. REV. STAT. § 9-461.06(E), the General Plan was presented at public hearings conducted by the City’s Planning and Zoning Commission at two different locations in the City on February 27, 2018 and March 13, 2018, respectively, and forwarded to the Mayor and Council (collectively, “City Council”) for consideration of the General Plan together with recommended text derived from the sixty (60) day review period and public testimony; and

WHEREAS, the City Council, in consideration of its review of the proposed General Plan, (i) held a public hearing in the City Council chambers on the proposed General Plan on April 3, 2018, and (ii) provided notice of such hearing by publication of notice in the Buckeye Star/Buckeye Star Newspapers Inc., at least 15 days and not more than 30 days prior to such hearing, and (iii) posted the notice of such public hearing on the City’s website and the imaginebuckeye2040.com website; and

WHEREAS, the City Council finds and determines that (i) proper notice has been given in a manner required by ARIZ. REV. STAT. § 9-461 *et seq.* of the proposal of the City to adopt the General Plan and that each of the required publications have been made in the Buckeye Star/Buckeye Star Newspapers Inc., a newspaper of general circulation published or circulated in the City and (ii) the proposed General Plan consists of all such elements as required in ARIZ. REV. STAT. § 9-461.05; and

WHEREAS, that certain document entitled “Imagine Buckeye 2040 General Plan”, one paper copy and one electronic copy of which are on file in the office of the City Clerk, is hereby declared to be a public record and said copies are hereby ordered to remain on file with the City Clerk.

NOW THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Buckeye, Arizona, as follows:

Section 1: That the City’s Imagine Buckeye 2040 General Plan, a full and complete copy of which is on file in the office of the City Clerk, is hereby adopted as the General Plan for the City of Buckeye.

Section 2: That the City Clerk shall post the Imagine Buckeye General Plan on imaginebuckeye2040.com, and provide public copies of the plan at the Coyote Branch Library located at 21699 West Yuma Road, Suite 116, Buckeye, Arizona 85326, and the City’s Downtown Library located at 310 North Sixth Street, Buckeye, Arizona 85326.

Section 3: That the Imagine Buckeye 2040 General Plan shall be deemed to have been adopted as of the date of this Resolution and shall be valid for a term of ten years as set forth in ARIZ. REV. STAT. § 9-461.06(K). Nothing herein shall preclude the City Council from adopting amendments to the Imagine Buckeye 2040 General Plan, or from adopting a new general plan in the manner provided by law.

Section 4: That pursuant to ARIZ. REV. STAT. § 9-461.06 (H), notice of the Imagine Buckeye 2040 General Plan as adopted herein shall be provided to the Arizona Attorney General by certified mail, return receipt requested, no later than April 9, 2018.

Section 5: That pursuant to ARIZ. REV. STAT. § 9-461.06, the Imagine Buckeye 2040 General Plan as adopted herein shall be submitted to the qualified electors of the City for ratification at the August 28, 2018 election.

Section 6: That, upon approval of the City’s Imagine Buckeye 2040 General Plan by the voters, the City’s One Town, One Vision General Plan adopted on January 18, 2008, and as amended thereafter from time to time, is hereby repealed.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona this 3rd day of April, 2018.

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. 14-18 was duly passed by the Mayor and Council of the City of Buckeye, Arizona, at a regular meeting held on April 3, 2018, and the vote was ____ aye's, ____ nay's, ____ abstained and ____ were absent and that the Mayor and ____ Council Members were present thereat.

DATED: _____, 2018.

Lucinda J. Aja, City Clerk



CITY OF BUCKEYE
PLANNING AND ZONING COMMISSION
REGULAR MEETING MINUTES
MARCH 13, 2018

City of Buckeye
530 East Monroe Avenue
Buckeye, AZ 85326

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE/ROLL CALL

Chairperson Carol Kempiaik called the meeting to order at 6:00 p.m.

Chairperson Carol Kempiaik called for a moment of silence.

Members present: Commissioner Jesse Knight, Chairperson Carol Kempiaik, Commissioner Clayton Bedoya, Commissioner Gregory Clemmons, Commissioner Charles Trullinger, Alternate Alan Ladd, Alternate Cathy Conley was seated for District 2, Alternate Deanna Kupcik, Alternate John Pringle

Members absent: Vice Chairperson Thomas Marcinko, Commissioner Preston Hundley, Alternate Ted Burton, Alternate Anthony DiMascio, Alternate Nick Hudec

Staff present: Deputy Director of Planning Terri Hogan, Principal Planner Adam Copeland, Principal Planner Ed Boik, Administrative Assistant Keri Hernandez, City Attorney Sheila Schmidt, Planner II Andrea Marquez, Planner I Patricia Cooley, Planning Assistant Dustin Everson

2. APPROVAL OF MINUTES FROM FEBRUARY 27, 2018 PLANNING AND ZONING COMMISSION REGULAR MEETING

A motion was made by Commissioner Knight and seconded by Commissioner Clemmons to approve the February 27, 2018 Planning and Zoning Commission regular meeting minutes as presented. Motion carried.

3. REGULAR AGENDA

3A. Imagine Buckeye 2040 (PLZ-15-00032)

Deputy Director of Planning Terri Hogan presented and was available to answer questions from the Commission.

A public hearing was opened at 6:15 p.m. With there being no comments from the public, the public hearing was closed at 6:15 p.m.

A motion was made by Commissioner Knight and seconded by Commissioner Bedoya to recommend adoption to Council. Motion carried.

4. COMMENTS FROM THE PUBLIC

None.

5. REPORT FROM STAFF

None

6. COMMENTS FROM THE PLANNING AND ZONING COMMISSION

Chairperson Kempiak requested Commission members to inform staff of unavailability for scheduled Planning and Zoning Commission meetings.

Ms. Kempiak inquired of a new hotel coming to the city. Principal Planner Adam Copeland informed the Commission of the project under review.

7. ADJOURNMENT

A motion was made by Commissioner Bedoya and seconded by Commissioner Knight to adjourn at 6:20 p.m. Motion carried.

Carol Kempiak, Chairperson

ATTEST:

Keri Hernandez, Administrative Assistant

I hereby certify that the foregoing is a true and correct copy of the Planning and Zoning Commission Regular Meeting held on the 13th day of March, 2018. I further certify that a quorum was present.

Keri Hernandez, Administrative Assistant



GENERAL PLAN ADOPTION

Report to the Planning and Zoning Commission

CASE NUMBER: PLZ-15-00032
TITLE: *Imagine Buckeye 2040*
MEETING DATE: March 13, 2018
AGENDA ITEM: 5A

*denotes changes from the 2/27/18 report

Applicant: City-initiated
*Request: Adoption of the 2018 General Plan update
District: All
Location: Citywide
Public input: Significant – see details in staff report
*Recommendation: Adopt

PROJECT SUMMARY

1. Arizona State Statutes mandate that the City prepare a general plan in accordance with sections 9-461.05 and 9-431.06 which is effective for 10 years. This plan is to be comprehensive, long range, and is meant to describe the community's goals and policies for the development of the City. The statutes dictates a process that includes effective, early, and continuous public participation as well as broad notification and distribution of the plan prior to City Council adoption and the public voting. The Planning Commission is required to consider recommendations from the public review at two public hearings and then render a recommendation to City Council. After City Council adoption by resolution, the general plan is placed on the ballot for voter ratification.
2. The purpose of *Imagine Buckeye 2040*, the 2018 General Plan update, is to comply with the State statutes by establishing an overall long term vision for the community and to show how the different topic areas or elements that support it tie together. Further, this 2018 General Plan update will produce the primary planning document for the community that will be the central organizing umbrella under which all other plans, regulations, and local government initiatives exist. The text from *Imagine Buckeye 2040* specifically indicates that a general plan is a planning policy document designed to serve as the jurisdiction's local constitution or blueprint for future decisions concerning land use, growth, public services and infrastructure and resource conservation.
3. The vision statement of *Imagine Buckeye 2040* is:

Buckeye in 2040 is an innovative, healthy, resilient, and forward-thinking community that is safe and secure with diverse employment, housing, education, and business opportunities. Buckeye offers rural to urban lifestyles with a genuine sense of heritage while being good stewards of our natural resources, opens spaces, and overall quality of life.

This vision statement which was drafted at the beginning of the process as a series of collaborative exercises with the General Plan Advisory Committee (GPAC), City Council, Planning and Zoning Commission, and the general public has guided the process and now encompasses the proposed values of the goals, policies and implementation actions of the plan.
4. The current general plan, *One Town, One Vision*, was adopted by City Council on January 18, 2008 and ratified by the voters on May 20, 2008. As required by the statute for a

community with less than 50,000 population, the 2008 plan covered seven elements including:

- land use,
- growth areas,
- circulation,
- environmental planning,
- water resources,
- cost of development, and
- economic development (not required).

The City of Buckeye has grown much since 2008 and now for the 2018 General Plan update at a population over 50,000 (approximately 73,000 in the Municipal Planning Area (MPA) per 2016 Maricopa Association of Governments (MAG) estimates, the statute requires inclusion of seventeen elements including:

- land use,
- growth areas,
- housing,
- cost of development,
- public services/facilities,
- public safety,
- public buildings,
- transportation/circulation,
- bicycling,
- water resources,
- recreation,
- open space,
- environmental planning,
- energy,
- conservation,
- neighborhood preservation, and

- neighborhood rehabilitation/redevelopment

In total, *Imagine Buckeye 2040* covers 22 elements which are combined into three themes: growth, services, and stewardship. Five of these elements, economic development, education, urban design, health communities, and arts/culture, are not required, but are included because they were deemed significant to the community.

5. All 22 elements addressed in the 2018 General Plan update are interrelated and are intended to be considered collectively in the public and private decision making process. Each element is first briefly described in one of three theme chapters and then each chapter concludes with a goals and policies section that addresses all of the elements in a comprehensive fashion. These goals and policies stem from previously adopted City Council goals as well as those derived from the public input process. Many of the goals and policies from the 2008 plan were carried forward in some fashion but all were redrafted so that they are providing directive guidance for development. A section in the plan notes that policies utilizing terms such as “will” provide specific and certain guidance whereas policies utilizing terms such as “may” or “should” provide a less rigid directive to be followed in absence of alternatives.
6. The municipal planning area (MPA) is defined in *Imagine Buckeye 2040* as the area of planning influence, which includes both incorporated and unincorporated areas. The 2018 update illustrates a MPA that is 642 square miles in size; approximately 50 square miles larger than the 2008 MPA. This conservative yet logical expansion includes the following five areas: 1) Hassayampa River and 2) Gila River both to encompass the entirety of each floodway to facilitate a comprehensive approach to river enhancement and recreation opportunities; 3) Southwest farmland to protect the Hassayampa watershed and guide smart growth development; 4) Olive Avenue to include a remnant area between Surprise and Glendale planning areas; and 5) Southeast portions of the White Tank Mountain Regional Park to continue to promote recreation and preservation activities around the park in collaboration with City of Surprise and Maricopa County. Most of the areas within the MPA are typically expected to annex into the city at some point in the future and thereby anticipated to add to the cities’ approximately 400 square mile incorporated and regulated boundary. In addition to the expansion areas, the MPA was retracted by approximately 3.91 square miles in the Rainbow Valley area because of difficulty serving the area due to limited access.
7. The last chapter of the *Imagine Buckeye 2040* is the Implementation Chapter and it is not required by statute. However, staff believes that its inclusion lends to the overall use of the document specifically in regard to the accountability of the plan. All 97 tasks

within this chapter are derived from the three themes and specifically designed to systematically implement the vision, goals and policies of the plan. As stated in the introduction chapter, plans are of little value unless they lead to action. Action steps are split into short term (1-5 years), mid term (5-10 years), long term (11 or more years), and on going categories. In addition to these tasks that city staff will be undertaking, this plan is designed to guide future development in the city by use of all of the map references as well as through the vision, goals and policies. Amendments to the plan are expected and *Imagine Buckeye 2040* strikes an excellent balance between keeping the vision certain for the public and allowing some flexibility within the plan's land use designations and for necessary changes through legislative oversight for developers.

8. The remainder of this report will document the three year background involved in drafting the 2018 General Plan update as well as summarize the public participation effort and provide an analysis of how the plan meets the requirements of the state statutes and addresses the public comments.

BACKGROUND

9. **May 7, 2015:** Request for Qualifications (RFQ) issued for the 10 year general plan update.
10. **June 16, 2015:** City Council approved budget to include \$350,000 for the 2018 General Plan update.
11. **August 19, 2015:** Finalist interviews for consultants heard with an evaluation panel consisting of George Flores, DSD Director; Terri Hogan, Deputy Director – Planning; Adam Copeland, Principal Planner; Ed Boik, Principal Planner; Carol Kempniak, Planning and Commission Chair; Bob Costello, Fire Chief; Larry Price, Finance Director; and Ron Hilgart, Hilgart Wilson.
12. **January 19, 2016:** City Council awarded the general plan contract to the Matrix Design Group at \$324,893.
13. **February 22, 2016:** 2018 General Plan update kick off presentation including unveiling of the project logo, *Imagine Buckeye 2040*, conducted with the Executive Team, Planning Staff, and the Matrix Design Group. First meeting held with Revenue Study Group.
14. **March 8, 2016:** Workshop held with Planning and Zoning Commission.
15. **March 15, 2016:** 1st joint workshop presentation with City Council and Planning & Zoning Commission.

16. **March 15 – 17, 2016:** Individual meetings held with all department heads, City Manager, school districts, and the Main Street Coalition.
17. **April 11, 2016:** Public Participation Plan and “What is a General Plan” factsheet published on Imaginebuckeye2040.com webpage.
18. **April 12, 2016:** First General Plan Advisory Committee (GPAC) held. This group consisted of both regular and alternate members of the Planning and Zoning Commission. 1st Development Partnering Meeting held.
19. **May 9 – 11, 2016:** 1st set of community meetings held in three locations (City Hall, Odyssey Institute for Advanced and International Studies, and Festival Foothills Elementary School). Each time community meetings were held a mass distribution and advertising campaign went out to all stakeholders including City Council, Planning & Zoning Commission, GPAC, Development Partners, White Tank Mountains Conservancy, Buckeye Youth Council, Airport Advisory Board, Library Advisory Board, Main Street Coalition, Buckeye Valley Chamber of Commerce, Revenue Study Group, and e-lists and newsletters for Marketing, Community Services – parks and library, Mayor/Council, Public Works, HOAs, school districts, and Buckeye Chamber of Commerce. In addition, ads were placed in Eye on Buckeye, West Valley View, Buckeye Star, Utility Bills, Facebook, LinkedIn as well as use of digital billboards along I-10, A-Frames at the libraries and city hall, distribution of flyers at businesses in downtown and along Miller and Watson Roads, city news releases, notices on the city webpage and *Imagine Buckeye 2040* webpage and booths at local events.
20. **June 1, 2016:** Lobby display in first floor of City Hall to garner input for 2018 General Plan update.
21. **June 14, 2016:** 2nd GPAC meeting.
22. **June 20, 2016:** 1st Buckeye Valley Chamber of Commerce presentation.
23. **June 28, 2016:** 1st White Tank Mountains Conservancy meeting.
24. **June 21, 2016:** Imaginebuckeye2040.com car magnets on all fleet vehicles and provided to City Council and GPAC.
25. **August 9, 2016:** 3rd GPAC meeting.
26. **September 6, 2016:** 2nd Development Partnering Meeting.

27. **October 22, 2016:** Booth at Gain Event promoting 2018 General Plan update and upcoming community meetings.
28. **October 25, 2016:** 4th GPAC meeting.
29. **October 25, 2016:** 3rd Development Partnering meeting.
30. **November 7, 2016:** 2nd Revenue Study Group meeting.
31. **November 13, 2016:** 2016 Map Atlas published on imaginebuckeye2040.com website and distributed to GPAC, City Council, and Executive Team.
32. **November 15-17, 2016:** 2nd set of community meetings held at three locations (City Hall, Odyssey Institute for Advanced and International Studies, and Festival Foothills Elementary School).
33. **November 29, 2016:** 2nd Buckeye Valley Chamber of Commerce presentation.
34. **November 30, 2016:** Sundance Active Adult HOA presentation.
35. **December 1, 2016:** Meeting with LAFB to discuss 2018 General Plan update and inclusion of both High Noise Accident Potential Zones for Luke Air Force Base and Luke Aux. 1 into the Future Land Use Map.
36. **January 5, 2017:** Leadership West presentation.
37. **January 31, 2017:** 3rd Development Partner meeting. 2nd White Tank Mountains Conservancy meeting and presentation to the Executive Team.
38. **February 4, 2017:** Buckeye Air Fair Booth.
39. **February 8, 2017:** Verrado Leadership presentation.
40. **February 14, 2017:** 5th GPAC meeting.
41. **February 15-16, 2017:** 3rd set of community meetings held at two locations (Coyote Branch Library & Sun City Festival Sage Recreation Center).
42. **March 2, 2017:** Buckeye Valley Chamber of Commerce Leadership Class presentation.
43. **March 6, 2017:** 3rd Revenue Study Group meeting.
44. **March 22, 2017:** Presentation to Sun City Festival Block Watch Group.
45. **March 27, 2017:** 3rd meeting with the White Tank Mountains Conservancy.

46. **April 11, 2017:** Meeting with Arizona State Land Department to discuss the Future Land Use Map.
47. **May 16, 2017:** City Council workshop.
48. **May 31, 2017:** Meeting with Maricopa Associations of Governments (MAG) – bike/pedestrian, healthy communities.
49. **June 26, 2017:** Meeting with Executive Team.
50. **July 5, 2017:** Public outreach factsheet published on the imaginebuckeye2040.com website and distributed to GPAC, City Council, and Executive Team.
51. **July 12 – 24, 2017:** Individual meetings with Mayor and City Council.
52. **July 25, 2017:** 6th GPAC meeting.
53. **August 15, 2017:** 4th Development Partnering meeting.
54. **August 15, 2017:** 2nd joint workshop with City Council and Planning & Zoning Commission.
55. **August 31, 2017:** Presentation to Verrado High School and booth at Mayor's event at Festival Foothills Elementary School.
56. **September 6, 2017:** Meeting held with Gammage and Burnham Law Offices, Belmont ownership, City Manager and Development Services resulting in the western expansion area including the Belmont master planned community being excluded from the planning area.
57. **September 14, 2017:** Courtesy letter sent to Maricopa County, City of Glendale, City of Goodyear, Town of Wickenburg, Town of Gila Bend, and City of Surprise seeking input on the city's proposed expansion areas. This resulted in no comment from Wickenburg and Gila Bend, no concern from Goodyear and Glendale, and concerns related to the White Tanks Mountain Park from Surprise and Maricopa County.
58. **September 21, 2017:** Presentation to Buckeye Small Business networking group.
59. **September 26, 2017:** Presentation to Sundance Elementary.
60. **September 28, 2017:** Verrado High School presentation at City Hall.

61. **September 30, 2017:** Public Open House at Coyote Branch Library from 9 am to 4 pm on Saturday.
62. **October 4, 2017:** 4th meeting with White Tank Mountains Conservancy.
63. **October 10, 2017:** Mayor Meck holds meeting with City of Surprise Mayor resulting in a decision to split the White Tank Mountain Regional Park between the two planning areas. Pre-public draft of the plan distributed to Executive Team, GPAC, Planning and Zoning Commission, City Council, Luke Air Force Base, and the Development Partners.
64. **October 12, 2017:** 2018 General Plan update survey launched on city webpage and through Community Services e-lists to garner additional input for the update.
65. **October 24, 2017:** 7th and final GPAC meeting. Meeting held with planning staff from Buckeye and Surprise to refine details of the White Tanks Mountain Park split.
66. **October 30, 2017:** Email sent to Revenue Study Group regarding input into the pre-public draft as well as follow up regarding the policy comparisons.
67. **November 7, 2017:** Conference call between Luke Air Force Base staff, Planning Staff, and Matrix Design Group resulting in text changes to policies that addressed their concerns relayed in their letter for the pre-public draft.
68. **November 14, 2017:** Planning and Zoning Commission meeting for 60 day review announcement and presentation. Email and letter distribution to the required 60 day list consisting of Planning and Zoning Commission, City Council, Maricopa County, Town of Gila Bend, City of Glendale, City of Goodyear, City of Surprise, Town of Wickenburg, Maricopa Associations of Governments, Valley Metro, AZ State Land Department, AZ Commerce Authority, AZ Department of Environmental Quality, AZ Department of Transportation, AZ Game and Fish Department, AZ Water Resources Department, AZ Attorney General's Office, AZ Alliance for Liable Communities, White Tank Mountains Conservancy, Gammage and Burnham Law Offices, Tiffany Bosco – DMB, Sonoran Institute, Bureau of Land Management, Luke Air Force Base, AZ National Guard, for the public review period of November 15, 2017 to January 15, 2018. Notification also went to GPAC, Development Partner Group, city and *Imagine Buckeye 2040.com* websites, utility bills, Buckeye Youth Council, Mainstreet Coalition, Revenue Study Group, Executive Team, e-lists for *imaginebuckeye2040.com*, Chambers, Public Works, Community Services, City HOAs, school districts, utilities, Leadership West, Valley Partnership, WestMarc, ULI, Arizona Forward, and GPEC as well as City, EON, and library Facebook pages.

69. **January 3, 2018:** Meeting with Mayor Meck, City of Surprise Mayor Wolcott, and Maricopa County Supervisor Hickman resulting in an agreement regarding the inclusion of White Tank Mountain Regional Park in the cities' planning areas in exchange for not annexing the park. The Intergovernmental agreement (IGA) has been approved in draft by City of Buckeye and City of Surprise legal departments and Maricopa County management and will be heard by City Council on March 6, 2018.
70. **February 1, 2018:** 5th Development Partnering meeting.
71. **February 5, 2018:** Notice of the upcoming hearings (February 27th and March 13th for Planning and Zoning Commission, April 3rd Tentative Council Workshop, and April 3rd City Council) distributed to 60 days reviewers, Executive Team, Development Partners, Imaginebuckeye2040 e-list, city and *Imagine Buckeye 2040* webpages, City Council, P&Z/GPAC, HOAs, School Districts, Revenue Study Group, Main Street Coalition, and Buckeye Valley Chamber of Commerce.
72. **February 9, 2018:** *Imagine Buckeye 2040* advertised for the February 27, 2018 Planning and Zoning Commission meeting at Coyote Branch Library.
73. * **February 20 – 28, 2018:** Individual meetings held with Mayor, City Council, and City Manager.
74. * **February 22, 2018:** *Imagine Buckeye 2040* advertised for the March 13, 2018 Planning and Zoning Commission meeting at City Hall.
75. * **February 27, 2018:** The Planning and Zoning Commission held a hearing for discussion and input into the 2018 General Plan update. No issues of concern were identified and no members of the public were in attendance to speak to this request.

PUBLIC PARTICIPATION SUMMARY

76. The enormous size of the City of Buckeye's planning area combined with the significant scope of changes for the 2018 General Plan update necessitated a similar sized strategy for public participation. Early in the process, staff and consultants devised a diverse strategy with the primary goal of generating active supporters. The Public Participation Plan was published on the *imaginebuckeye2040.com* webpage on April 11, 2016 and is attached to this report. The dates of these meetings are listed in the background section and are summarized below:

- **12 City Council / Planning & Zoning Commission meetings held.** These meetings consisted of joint workshops, workshops, and public hearings as well as

two sets of individual meetings with Mayor and City Council to get their input and direction.

- **10 Executive Team/City Manager/Department Head meetings held.** These meetings do not include their attendance at all the public and community meetings and the extensive emails and exchanges regarding input and changes to draft sections of the plan.
- **7 General Plan Advisory Committee (GPAC) meetings held.** The GPAC consisted of both regular and alternate members of the Planning and Zoning Commission. The team decided that the unique make of this body with two citizens in each voting district would make an ideal public guidance group especially given the outreach planned with the other stakeholders.
- **5 Development Partnering meetings held.** This group also had extensive distribution for community workshops and review of the pre public draft. The e-list for this group consists of approximately 300 people that have development interests in Buckeye including the Arizona Homebuilder's Association, utilities, developers, planners, engineers, homebuilders, zoning attorneys, school districts and any given meeting generates an approximate attendance of about 40 people.
- **12 community workshops / events held.** Staff held three sets of community workshops at various locations in the city and one all day open house was held on Saturday all for convenience of public participation. In addition, staff attended three community events with a public participation booth set up.
- **30 Special Interest Group meetings held.** These groups consisted of school districts, HOAs, Chamber of Commerce, White Tank Mountains Conservancy, Main Street Coalition, Arizona State Land Department, Luke Air Force Base, Revenue Study Group, Maricopa Associations of Governments, as well as individual property owners and their representatives.

77. Staff believes that the overarching goal and components of the Public Participation Plan were met and exceeded. *Imagine Buckeye 2040* illustrates public outreach at 267,321 through email lists, Facebook ad distributions, news article distributions, and in person events and public participation at 3,303 through surveys, general comments, webpage comments, and meetings. These numbers demonstrate a tremendous public participation effort as well as interest in the 2018 General Plan update. An account of the public comments and support will be given in the analysis section of this report.

78. Arizona Revised Statutes 9-461.03.D dictates that at least 60 days prior to legal notice, the city transmit the document certain entities. Accordingly, the plan was formally transmitted via email and letter to the following: Planning and Zoning Commission, City Council, Maricopa County, Towns of Gila Bend and Wickenburg, Cities of Glendale, Goodyear, and Surprise, Maricopa Associations of Governments, Valley Metro, Arizona State Land Department, AZ Commerce Authority, AZ Department of Environmental Quality, AZ Department of Transportation, AZ Game and Fish Department, AZ Water Resources Department, AZ Attorney General's Office, AZ Alliance for Livable Communities, White Tank Mountains Conservancy, Gammage and Burnham PLC, Tiffany Bosco, P.A., Sonoran Institute, Bureau of Land Management, AZ National Guard, Luke Air Force Base. Comments received from the 60 day review are addressed in the next section of the report.
79. * Arizona Revised Statutes 9-461.03.E. requires that in municipalities having populations over 25,000, the Planning Commission shall hold two or more public hearings at different locations within the municipality to promote citizen participation. The first required hearing was located at the Coyote Branch Library for discussion and input only and the second required hearing will be located at City Hall on March 13, 2018 for recommendation of adoption to City Council.

ANALYSIS:

80. The focus of this analysis is on how *Imagine Buckeye 2040* meets the requirements of the Arizona Revised Statutes including a discussion of what comments were received and how they have been addressed. The requirement for an Arizona city to have a general plan is outlined extensively in the State statutes and is described in the summary of this document. As noted in the attached legal council's memo dated February 8, 2018, the proposed 2018 General Plan update as revised and illustrated in the public draft complies with these statutory requirements.
81. At the beginning of this update, staff and the Matrix Design Group devised a timeline as illustrated in the attachments and comprehensive strategy on how to conduct the update. A critical component of the strategy included the Public Participation Plan which was described above and attached to this report. The main priorities were and still remain that this 2018 update encompass a community driven vision with goals and policies that were both measurable and obtainable. With these priorities in mind, staff set about getting input from as many community members as possible. Creation of the General Plan Advisory Committee consisting of 14 community members from all 6 districts of the city was key as was early input from the development community at the

quarterly Development Partnering meetings. Staff also diligently gathered input consistently throughout the process from City Council and the Executive Team as well special interest groups like the White Tank Mountains Conservancy, Main Street Coalition, Buckeye Chambers of Commerce, the City's Revenue Study Group, State Land Department, Luke Air Force Base and individual land owners. Four sets of community meetings were held at various points in the process for purposes of educating, visioning, and determining placement and priorities for transportation and neighborhood features as well as community facilities and employment/commercial areas. The resulting public draft of *Imagine Buckeye 2040* is the outcome of these meetings.

82. The plan's vision statement was derived from many input points as detailed above and refined at multiple GPAC meetings. *Imagine Buckeye 2040* encompasses the vision statement and is illustrated in the various maps, goals, and policies all of which are to be utilized as reference for future development. The Future Land Use Map is a critical component because state law requires rezoning of land to conform to the city's adopted land use plan. *Imagine Buckeye 2040* differs dramatically from the 2008 General Plan in the number of future land use categories shown. The strategy of generalizing the land use categories from 16 to 10 served to unclutter the land uses and look of the plan, respect the approved master planned communities and other existing constraints and still accentuate on the greatest opportunities which are the plan's overall vision and implementation ability. The constraints of planning for the 2018 update equal about 65% of the planning area due to the existing master-planned communities, open space, and military land uses. Therefore, though goals and policies are still applicable to these land uses, the bulk of the land use planning for the 2018 update takes place on only about 35% of the planning area. A more detailed discussion of the land use categories are noted below.

- The 27 master planned communities, which equate to nearly 28% of the plan, all have City Council approved specific land use plans; each with a variety of future land uses (residential, non-residential, and open space). All of these communities also have entitled zoning documents therefore *Imagine Buckeye 2040* simply designates these areas as *Master Planned Community* on the Future Land Use Plan and removes the need for requiring a future general plan amendment as these communities develop. The update also itemizes out the boundary of each community on the Approved Master Planned Community Map and notes that more specific information can be obtained. The goals and policies of this update are applicable to some extent through platting and site planning of these developments but

are more significantly applied when a master planned community processes a major zoning amendment. Further, it is anticipated that the majority of these communities will seek such amendments prior to development.

- Residential categories are proposed to go from five in 2008 (very low density residential, low density residential, medium density residential, medium high density residential, and high density residential) to two in 2018 (*Rural* and *Neighborhood*). These categories together make up just over 22% of the planning area and show the community where these future land uses are expected. Through proposed policies, both categories allow some extent of commercial uses at specific sizes and areas. Residential uses are primarily allowed but densities are dependent on location and street classification. It should be noted that the *Agriculture* category which equates to about 4% of the planning area is distinct from the *Rural* category but also allows up to 1 dwelling unit per acre while respecting and representing the agricultural heritage of Buckeye. Most of this land in this category is in active agricultural production and will likely change in the future but illustrating as *Agriculture* and requiring a future general plan amendment for more intense uses was important to the community.
- The *Open Space* category which equates to about 36% of the planning area also allows for up to 1 dwelling unit per acre as required by state law but represents open space in Buckeye that is to a great extent undevelopable or envisioned to be preserved or conserved natural open space, or programmed park space. These lands include the Sonoran Desert National Monument, part of White Tank Mountain Regional Park, Buckeye Hills Regional Park, Skyline Regional Park, floodways, and Bureau of Land Management lands. In addition, each of the master planned communities and all of the development within the *Neighborhood* designation will have required open space.
- Non-residential categories are going from six (community commercial, regional commercial, professional office employment, business park, government center, and industrial) in 2008 to two (*Business Commerce* and *Employment*) in 2018 and at about 6% are situated in areas that make logical sense for concentrations of these types of uses along the railroad, freeways, and arterials and surrounding Luke Air Force Base and Luke Auxiliary Field high noise and accident potential areas. Further, it should

also be noted that all of the master planned communities have non-residential uses designated and entitled as well as anticipated commercial development within the rural and neighborhood categories.

- The *Military* and *Luke Compatible Area* (LCA) categories equate to less than 1% of the planning area. These areas are either owned by the federal government or are private lands otherwise preemptively regulated by statutorily defined high noise and accident potential zones. As stated in the text specifically in reference to the LCA category, *Imagine Buckeye 2040* acknowledges and supports state legislation related to the protection of operations at military installations.
- The *Activity Center* category at fewer than 3% is relatively small but serves as an important and exciting future land use designation. These 6 themed mixed use centers are strategically placed throughout Buckeye to serve as focal points for the large decentralized planning area. Though development can occur immediately in accordance with the theme language, each of these centers are programed into the implementation tasks to have land uses and planning further refined through future adopted specific area plans. These activity centers were championed by the GPAC and highly supported by the general public in community meetings.

83. Throughout this process staff worked with three statutorily significant entities: Arizona State Land Department, Luke Air Force Base and the Arizona Attorney General's Office. Each entity has provided formal comment as attached to this report and staff has fully addressed all of the stated comments to each entities satisfaction. In fact, all of the comments received through the 60 day public review process which are attached to this staff report were analyzed and fully addressed with the exception of comments that requested reorganization of the text or sought to include regulatory language or overlays. Staff is very thankful for the thorough review of these entities and believes that incorporation of their suggestions has lent to a more vibrant and distinct 2018 General Plan update.

RECOMMENDATION:

84. * Staff recommends the Planning and Zoning Commission motion for a recommendation of **adoption** to the City Council of *Imagine Buckeye 2040*, PLZ-15-00032, for the following reasons:

- The 2018 General Plan update is in compliance with Arizona Revised Statutes.

- All City departments, including the city's legal consultants, have reviewed the document and have no objections.
- All comments received, including those received as part of the required 60-day public review have been considered and addressed.

ATTACHMENTS:

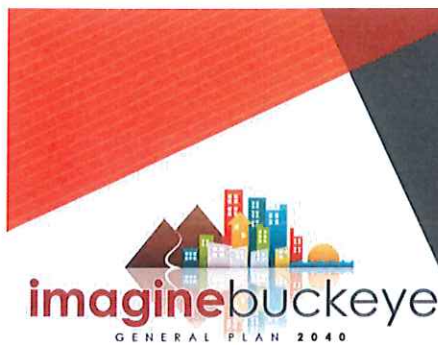
- Public Draft 2018 General Plan update (hard copy delivered to Commissioners and electronic copy available at imaginebuckeye2040.com)
- Public Participation Plan (6 pages)
- Schedule (1 page)
- Luke Air Force Base (2 pages)
- AZ Attorney General's Office (1 page)
- Maricopa County Department of Transportation (1 page)
- Tiffany Bosco P.A./DMB (4 pages)
- Valley Metro (1 page)
- AZ Alliance for Livable Communities (2 pages)
- City of Surprise (1 page)
- Sonoran Institute (3 pages)
- White Tank Mountains Conservancy (12 pages)
- AZ Game and Fish Department (5 pages)
- Maricopa Association of Governments (2 pages)
- City of Goodyear (1 page)
- Arizona State Land Department (1 page)
- Chris Bright (1 page)
- Gust Rosenfeld, PLC (3 pages)

Prepared By:

Terri Hogan, AICP, Deputy Director of Planning
 Ed Boik, AICP, Principal Planner
 Adam Copeland, Principal Planner

Reviewed By:

George Flores, Development Services Director



Public Participation Plan City of Buckeye 2016 General Plan

The City of Buckeye is updating its General Plan. The General Plan is a guide for growth and development in the City over the next 10 – 20 years. One of the most critical elements of a General Plan is community engagement. Through a coordinated public outreach effort, community engagement will help create a community – based plan that builds consensus and obtains buy-in and support for implementation efforts. The outreach effort will be guided by this Public Participation Plan.

Purpose

The purpose of the Public Participation Plan is to involve and capture all segments of the population in order to enable continuous and constructive communication with the project team throughout the planning process.

Utilizing various outreach tools, the overarching goal of the Public Participation Plan is to inform the project stakeholders of the plan and the process in order for the community to gain a common understanding of the objectives, as well as, support and acceptance of the final 2016 Comprehensive Plan.

Key components of the Public Participation Plan to be completed by Matrix Design Group (Matrix), the consultant and project team leader hired to develop the Comprehensive Plan, will include the following items:

Public Outreach Components

- | | |
|-------------------------------|---------------------------|
| ▶ GPAC Meetings | ▶ Flyers |
| ▶ Project Branding | ▶ E-Updates (eBlasts) |
| ▶ Public Workshops / Hearings | ▶ Informational Brochures |
| ▶ Focus Groups | ▶ Project Website |
| ▶ Community Workshops | ▶ Video |
| | ▶ Media Relations |
| | ▶ Social Media |

Outreach Goal

The goal of the outreach process will be geared toward generating active supporters. To accomplish this, the project team will develop a thorough understanding of the City's condition through researching and documenting existing and past plans as well as development a comprehensive GIS database. This baseline knowledge will be used to help educate the Committee and all participants.

General Plan Advisory Committee

The General Plan Advisory Committee (GPAC) is an advisory body, established to help guide the outreach process by providing feedback and recommendations for the Comprehensive Plan. In addition to their own meetings, the fourteen Committee members will also participate in public workshops and meetings. The GPAC consists of the seven Planning Commission members, as well as, the seven alternates in the Planning Commission. A list of the GPAC members can be seen below.

Advisory Committee Members

- | | |
|--|--|
| ▶ Carol Kempaik
Planning Commission
Chairperson | ▶ Jeffrey Nagy
Planning Commission
Member |
| ▶ Nick Hudec
Planning Commission Vice
Chairperson | ▶ Bill Elliott
Planning Commission
Alternate |
| ▶ Clayton Bedoya
Planning Commission
Member | ▶ Jesse Knight
Planning Commission
Alternate |
| ▶ Gregory Clemmons
Planning Commission
Member | ▶ Deanna Kupcik
Planning Commission
Alternate |
| ▶ Preston Hudley
Planning Commission
Member | ▶ Duane Mitry
Planning Commission
Alternate |
| ▶ Thomas Marcinko
Planning Commission
Member | ▶ Gail Reese
Planning Commission
Alternate |

GPAC Meetings

GPAC meetings will be held approximately every other month, depending on topics appropriate to discuss. Up to ten (10) meetings will be held and meeting dates may be changed or combined as needed. Meeting summary minutes will be produced for all meetings and will be made available to the public as requested by the City. Each meeting will be scheduled for a duration of one to two (1-2) hours. Generally, committee meetings will be scheduled and held one hour prior to the regularly scheduled Planning and Zoning Commission meeting or as part of the regular 6:00 PM Planning and Zoning Commission time if no other items are scheduled.

Project Branding

A uniquely tailored project brand will be created to increase awareness and recognition of the General Plan update. A project logo will be created based on elements of the local community, environmental characteristics, and elements that are easily recognizable. This logo will serve as the project identity and be used for all materials, such as the project website, meeting sign-in sheets, comment cards, presentation materials, fact sheets, project reports, etc.

Public Workshops / Hearings

These meetings are typically held by a City body such as the City Council, Planning and Zoning Commission or the Advisory Committee.

Public Hearing #1, Planning and Zoning Commission

Hearing: Planning and Zoning Commission hearing held at the start of the General Plan 60-day public review period.

Public Hearing #2, Planning and Zoning Commission

Hearing: After the 60-day public review period, the City will conduct one (1) public hearing with the Planning and Zoning Commission to review and recommend the proposed final General Plan update.

Public Hearing #3 and #4, City Council Public Workshop

and Public Hearing: After the 60-day public review period, the City will conduct one (1) public workshop with the City Council and one (1) public hearing to adopt the General Plan Update. Both Public Hearings #3 and #4 are assumed to occur on the same day.

Focus Groups

The Matrix Team will conduct up to three (3) Developer Partnering Focus Group meetings with individuals identified by City staff. The intent of these meetings is to give a more one-on-one atmosphere with the development community and to encourage the exchange of information.

Community Workshops

Up to four (4) Community Workshops sets will be held during the General Plan update. Each of the four workshop sets will be held in three (3) different geographic locations or dates in order to promote better participation and to more effectively engage areas within the City that may have specific interests and or concerns. Examples of these interests or concerns may be the White Tank Mountains, the Gila River, Sun Valley Parkway or State Route 30. Locations, dates and times will be as agreed by the City and Matrix.

Community Workshop #1: The Matrix Team and City staff will facilitate a community workshop series to educate attendees about what a general plan is and what it is not, as well as go over existing conditions and gather input on challenges and opportunities facing the community. Workshop series #1 will be held at three (3) locations on

different dates during the same week (Monday, Wednesday and Thursday nights) in locations directed by staff. Each workshop will be programed to last up to two (2) hours.

This workshop series will consist of two parts. The first part consists of a history of the City's past and current planning efforts. The Matrix Team will also provide an overview of current and emerging planning trends and refinements that will shape new policy (e.g., scenario planning sustainability, healthy communities, multi-modal transportation systems and smart growth). The second part consists of an interactive exercise to engage the community members in a discussion about issues and opportunities facing Buckeye's residents, businesses, and others.

Community Workshop #2: The Matrix Team and City staff will facilitate a community workshop series on Alternative Scenarios. Workshop series #2 will be held at three (3) locations on different dates during the same week (Monday, Wednesday and Thursday nights) in locations directed by staff. Each workshop will be programed to last up to two (2) hours.

The workshop will consist of three parts. During the first part the Matrix Team will present the key findings identified in the Issues and Opportunities Summary. This will establish a factual base of information that workshop participants can use to develop a preferred alternative during the second part of the workshop.

During the second part of the workshop, the Matrix Team will lead an exercise with workshop participants who will be split into smaller groups. The objective of each smaller group will be to develop and map a preferred alternative and to develop ideas for preferred policies that will guide the community. Each group will be assigned a member of the General Plan Team (Matrix Team members and City staff) who will facilitate progress of each group and will assist with mapping and writing of policy statements.

During the third part of the workshop, all participants will reconvene and a brief presentation of the alternatives and policy concepts from each small group will be made by the group facilitators. Subsequently, the Matrix Team will identify, map and publicly recorded commonalities between the smaller group alternatives in order to advance toward a

preferred alternative that will provide the basis of the General Plan update.

Community Workshop #3: The Matrix Team and City staff will facilitate a community workshop series to review draft land use alternatives and General Plan policy framework. Workshop series #3 will be held at three (3) locations on different dates during the same week (Monday, Wednesday and Thursday nights) in locations directed by staff. Each workshop will be programed to last for up to two (2) hours.

Flyers

For each community meeting / workshop, Matrix will prepare a flyer that the City can use to post around the City as another method of getting the word out about upcoming meetings. All flyers will be reviewed, approved and distributed by the City.

E-Updates (eBlasts)

During the General Plan update, Matrix will collect the names and e-mail addresses of interested individuals and groups and provide to the City's marketing staff. The City will be responsible for maintaining this list and the distribution of all E-Updates. The e-mail list will be started by incorporating or using existing e-mail lists, such as those maintained by City Council members, Planning and Zoning Commission members, Development Partnering Groups, or other interest groups engaged in the update process. To this, Matrix will add e-mail addresses for individuals that sign-up on the project website and at public workshops and events.

Informational Brochures

Matrix will prepare three informational brochures with relevant information regarding the General Plan update which will be distributed at all General Plan public meetings and will be available through the project's website. The intent of each brochure is to provide decision-makers, the public, and landowners a solid understanding of the update process at critical stages of the update.

Informational Brochure #1 (Overview): The first brochure will describe the purpose, goals, and objectives of the General Plan update, project contacts, and methods by which the public can provide input into the update process. The brochure will also provide an overview of the standard

General Plan elements and any new elements that will be included in the update process.

Informational Brochure #2 (Visioning and Scenario Planning Results Brochure): The second brochure will describe the results of the visioning and scenario planning process. It will also provide an overview of the standard General Plan elements and any new elements that will be included in the update process.

Informational Brochure #3 (Executive Summary): The third and final informational brochure will be prepared to provide an executive summary of the final draft of the Buckeye General Plan update. This brochure will also include a summary of the implementation goals.

Project Website

An interactive website provides easy access to current information on the status of the project, a means to advertise upcoming events, and provides a way to download documents and presentations. The Buckeye General Plan update website will:

- ▶ Include information on the project, public participation events, and a library of all public materials.
- ▶ Contain two (2) online surveys that can be completed by participants. Given the distribution, these will be informational surveys, but will not be statistically controlled.
- ▶ Provide online access to key geographic information on existing conditions, alternatives and draft land use plan using ArcGIS Online technologies.

Video

One (1) short (3 minute) video may be developed and used during the project to illustrate sites or planning options.

Media Relations

Draft news releases will be prepared relative to the General Plan update process, milestones, and public outreach events. Up to three (3) news releases will be prepared for the Planning Commission and City Council Workshops and Public Hearings, two (2) for Planning and Zoning Commission meetings and one (1) for City Council.

Social Media

Using Social media effectively can help engage diverse populations that have not participated in planning events in the past. For the Buckeye General Plan update, short statements will be created that the City can post on Facebook and/or Twitter accounts. These posts will highlight upcoming public engagement events or other key milestones in the plan process. Below is a tentative schedule of tweets prior to each public meeting, workshop or hearing. Also included is a sample tweet.

Meeting & Timing	Purpose and Sample Tweet
General Rules	Follow others. Retweet others, especially followers. Post interesting articles relating to planning content from other sources. Always use #EnvisionBuckeye2040 in tweet.
Workshpp-1: 10 Days Prior	
1	#EnvisionBuckeye2040 is Buckeye's General Plan update. Learn more here: (link to website)
2	Join #EnvisionBuckeye2040 for our community kick off meeting. (link meeting flyer and agenda)
3	What is a General Plan? It has three defining features, General, Comprehensive and Long-range. (link Fact Sheet #1)
Workshop-1: 1-5 Days Prior	
4	#EnvisionBuckeye2040 is Buckeye's General Plan update. Learn more here: (link to website)
5	See what other communities have done. (link other community examples) #EnvisionBuckeye2040
Workshop-1: Event Day	
6	Post interesting info during meeting along with photo.
Workshop-1: 1-3 Days After	
7	Post summary of meeting along with photos and materials.

Ambassador Program

Matrix uses an Ambassador Program that is designed to engage community members in spreading information on the General Plan update. Select members of the community will be provided with presentation materials and training so that they can present general information on the plan and gain input from local organizations they belong to in the community.

Project Schedule

The process for updating the General Plan is extensive and allows several opportunities for residents to participate raise their concerns and provide ideas for inclusion in the final plan. The process will take two years to complete through six (6) different phases starting in the Spring of 2016 and ending in the Fall of 2018 with a public vote.

During the process a number of other documents will be available for public review and comment. These documents are described below along the description of the tentative phases of the project.

Phase I – Project Start-up

Phase one is designed to establish a firm foundation on which to develop the planning effort. This phase includes the initial data gathering, branding, mapping and analysis of the study area.

Phase II – Technical Studies, Map Atlas

During phase two, results of the data analysis will begin to be disseminated. This information will be distributed in various forms including an issues and opportunities analysis and a Map Atlas. The Map Atlas provides a snapshot of the existing conditions and trends that are influencing Buckeye today. The information on existing conditions will be used to better understand the issues facing the city and will allow the residents and the project team to develop ideas for solutions. Each topic presented in the Map Atlas will include associated maps or visual representation to provide a quick reference and user-friendly tool.

Phase III – Visioning and Scenario Planning

As part of the public engagement process, an assessment of what residents value about living in the city will be conducted in a series of community workshops. This assessment activity will be done through various visioning and scenario

planning exercises. During these exercises, residents will have an opportunity to consider various growth scenarios. The workshop results will help the project team understand how growth, transportation and environmental issues impact residents' most fundamental values in order to develop the plan.

Phase IV – Draft General Plan Elements

During phase four, a draft General Plan will be prepared. The organizational structure or the backbone of the entire General Plan will be developed during this phase. This phase will also produce the draft General Plan for public review and will contain the goals and policies that will guide future development within the city. It also identifies a full set of implementation measures that will ensure the policies of the General Plan are carried out. A public draft will be available to the community to review and provide comments.

Phase V – Public Hearings

Phase five will begin the official public hearing phase where the Planning and Zoning Commission and the City Council will hear public comment and consider the plan for recommendation and final adoption. In this phase, the full draft Plan will be produced, the final community workshop will be held, and the final informational brochure will be released.

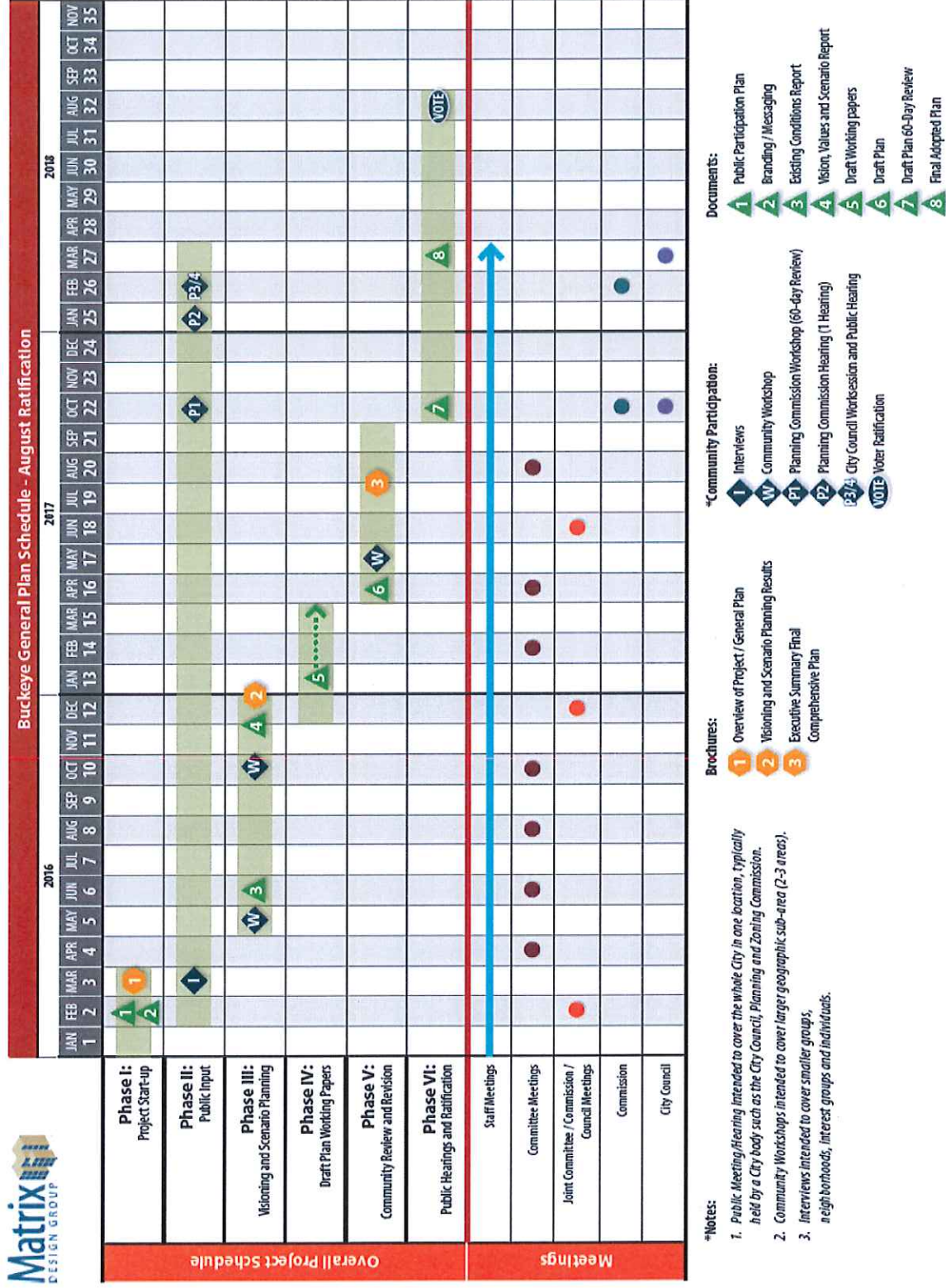
Phase VI – Voter Ratification

Following adoption by the Buckeye City Council, the final approved plan will be forwarded to the City Clerk and scheduled for a public vote. The public vote is tentatively scheduled in August of 2018.

A graphic of the tentative project timeline follows on the next page.

Imagine Buckeye 2040 General Plan Update

Phase I Spring 2016	Phase II Summer 2016	Phase III Winter 2017	Phase IV Summer 2017	Phase V Winter 2018	Phase VI Fall 2018
Project Start-up	Technical Studies, Map Atlas	Visioning and Scenario Planning	Draft General Plan Elements	Public Hearings	Voter Ratification
Designed to establish a firm foundation to develop the Plan and includes mapping and analysis of the study area.	Distribution of the Map Atlas, a snapshot of the existing conditions and trends that are influencing Buckeye today.	Visioning and scenario planning exercises will give residents an opportunity to consider various growth scenarios.	A draft General Plan will be prepared for public review and will contain the goals and policies that will guide future development within the city.	The official public hearing phase with the Planning and Zoning Commission and the City Council will allow public comment and final adoption of the plan.	Following adoption by the Buckeye City Council, the plan will be forwarded to the City Clerk and scheduled for a public vote.





**DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND**

24 October 2017

Mr. James R. Mitchell
Director, Community Initiatives Team
56th Fighter Wing
14185 West Falcon Street
Luke AFB AZ 85309-1629

Ms. Terri Hogan
Deputy Director of Planning
City of Buckeye
530 E. Monroe Avenue
Buckeye AZ 85326

Re: Buckeye General Plan 2040 Draft

Dear Ms. Hogan

Thank you for the opportunity to provide comments for the 60-Day Review Draft of the Buckeye General Plan 2040. We applaud the city for its continued support of the Luke AFB mission. The proposed General Plan covers a planning area of approximately 667 square miles generally west, northwest and southwest of Luke AFB. The plan covers the vision, growth, services, stewardship, and implementation. The majority of the Buckeye Planning Area is located outside the Luke AFB 1988 JLUS 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and largely outside the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461, but generally within the confines of a Military Training Route (MTR) utilized by all Department of Defense aviation assets.

As described, the Buckeye General Plan 2040 will not negatively impact the flying operations at Luke AFB. However, the impact of the potential increase in operations or expansion of the Buckeye Municipal Airport could have a negative impact on our flight operations. In light of this Luke AFB requests the opportunity to provide comments on any expansion or development of the Buckeye Airport and Employment Activity Center.

For planning purposes, Luke AFB follows the guidelines in the Graduated Density Concept (GDC) for residential construction in the vicinity of a military airport. The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 Ldn as follows: a maximum of 2 du/acre from the 65 Ldn to 1/2 mile, a maximum of 4 du/acre from 1/2 to 1 mile, and a maximum of 6 du/acre from 1 to 3 miles.

It should be noted that the area located within the "territory in the vicinity of a military airport," would be subjected to noise from approximately 165 flights per day. We recommend you review the sound attenuation requirements found in A.R.S. § 28-8482 for construction planning purposes.

If you have any questions, please contact my Community Planner, Ms. Barbara Plante, at (623) 856-9981.

Sincerely

A handwritten signature in black ink, appearing to read 'JRM', followed by a horizontal line.

JAMES R. MITCHELL

cc:

Colonel Michael S. Richardson, Vice Commander, 56th Fighter Wing

Ms. Cindy L. Calderon, GS-13, General and Environmental Law Attorney, 56th Fighter Wing

Terri Hogan

Subject: FW: City of Buckeye General Plan update

From: Katz, Paul [<mailto:Paul.Katz@azag.gov>]
Sent: Monday, November 27, 2017 11:13 AM
To: Terri Hogan
Subject: RE: City of Buckeye General Plan update

Terri,

I have reviewed the Buckeye 2040 General Plan that you mailed to our office and find that the language contained in Section 2.1 labeled LCA and the map at page 2-9 of this Section, adequately articulate the requirements of A.R.S. § 28-8481. By submitting including this language and map in the final draft of the Plan that will be submitted and approved by the City Council, the City will be in compliance with the Military Airport statutory requirements. If you need any further documentation please contact me at your earliest convenience.

Paul

Paul A. Katz

Assistant Attorney General
Arizona Attorney General's Office
1275 West Washington
Phoenix, AZ 85007
Direct: (602) 542-7785
Fax: (602) 542-4084
Email: paul.katz@azag.gov



Maricopa County
Department of Transportation

Transportation Systems
Management Division
2901 W. Durango Street
Phoenix, AZ 85009
Phone: 602-506-8676
Fax: 602-506-8758
www.mcdot.maricopa.gov

December 15, 2017

City of Buckeye
Attn: Terri Hogan, Deputy Director – Planning
530 East Monroe Avenue
Buckeye, AZ 85326

Dear Ms. Hogan:

Subject: City of Buckeye – 60 day review for 2018 General Plan

Thank you for the opportunity to review City of Buckeye 10 year General Plan Update. Maricopa County Department of Transportation does not have any comments at this stage.

Sincerely,

A handwritten signature in black ink, appearing to read "NS", written over a faint circular stamp.

Nicolaas Swart P.E.
Division Manager
Transportation Systems Management

Cc: Jennifer Toth
Director



**TIFFANY
& BOSCO**
P.A.

December 21, 2017

Terri Hogan, AICP
Deputy Director of Planning
City of Buckeye
530 E. Monroe Avenue
Buckeye, AZ 85326

RE: Buckeye General Plan Update – Comments

Dear Ms. Hogan:

As you know, we represent DMB White Tank LLC and their Verrado master planned community within the City of Buckeye ("City"). We applaud the City's comprehensive efforts to update the General Plan as it will assist and guide Buckeye for years to come. Per ARS § 9-461.06.D., the City is currently in the sixty (60) day review period which began on November 15, 2017 and ends on January 15, 2018.

Attached are our comments regarding the latest draft of the General Plan update. If you have any questions regarding our comments or want to discuss them further, please do not hesitate to contact me at (602) 452-2729 or kajones@tblaw.com.

Sincerely,

Kurt Jones, AICP

CC: Jill Hegardt, AICP, DMB Associates, Inc.

City of Buckeye General Plan
Public Comment Period
Comments from DMB White Tank, LLC
Updated 01/07/2018

Section 1.8, Page 1-8

New Language:

"Calculation of residential land use densities shall be calculated using net density, (total land area proposed for residential development less the amount of land that will be dedicated for arterial street rights-of-way)."

Comment: This is a zoning ordinance provision. The General Plan should not be this specific. Our opinion is residential land use density should be calculated using the gross amount as that is the private property owners land which is then taken in return for zoning or development rights.

Section 1-9, Page 1-9

- ~~Section 1.9, 1., d., should have a minimum threshold. Any change from a Master Planned Community (MPC) to another land use designation doesn't necessarily equate to a major general plan amendment. Suggestion: a minimum 25 acre threshold. The change in land use from the master planned community or overlay would still require a 'general plan' amendment, just not a 'major' GPA.~~

New Language:

"In accordance with A.R.S. §9-461.06, a change is to be considered a major amendment if the resulting change is a "substantial alteration of the municipality's land use mixture or balance" as established in this Plan.

Amendments to this Plan will be considered major if they meet one of the following criteria below, the occurrence of which results in a substantial alteration of the municipality's land-use mixture or balance.

1. For all areas, a change in the Future Land Use Map of more than 160 acres or any change within the Luke Compatible Area (LCA) designation.
2. General Plan text changes that are in conflict with, or alter the goals and policies of the Plan."

Comment: This updated language for what is considered a major general plan amendment is acceptable and we have no further comments on this provision.

Section 2.0, Page 2-9

- Verrado will still be labeled a 'Master Plan Community' on the City's new land use plan which is good and consistent with previous changes to the City's General Plan.

Comments from DMB White Tank LLC on Draft Buckeye General Plan

- ~~• The southwest corner of Verrado Way and I-10 is no longer apart of Verrado. I thought the property owner changed the land use entitlements on the property which in turn changed the General Plan land use designation. Please check on this.~~

SWC of Verrado Way and I-10 is now designated as an "Activity Center."

- The large purple area south of Verrado on the south side of I-10 is designated an 'Activity Center.' Verrado supports the designation of the future "**Buckeye Gateway Activity Center**."
- Can City provide status of the future interchange at Dean Road?

Section 2.0, Page 2-12

Good description for MPC's = Verrado.

Page 2-24

- Policy G-3.8 – will "be" provided. Add 'be'
- Policy G-5.2 – will require plats within Verrado to provide Luke notification and disclosure statements for any residential development, which may mean signage at model homes.

Page 2-27

- Policy G 7.3 regarding Master Planned Communities on having a 1 to 1 jobs to housing ratio. This is an unrealistic number within every MPC. This number should be discussed by the General Plan Committee and development partners.

Page 2-33

- What about a goal that focuses on future infrastructure including public safety facilities in existing growth areas?
- What about a policy that encourages consideration of more efficient public safety facilities to meet needs of residents if appropriate. (ie, every fire station does not need to have a ladder truck, especially in hillier areas of an MPC like Verrado)

Page 2-34

- ~~• Goal G-24 – delete "and meet"~~

Section 3.0

Figure 3-1, Page 3-3

- Perhaps there should be a map calling out planned or future public facilities such as fire station locations.
- Figure 3-2 – Existing Transportation Network has Verrado way north of the Indian School Rd. intersection as an arterial designation. Should this be reclassified as a Collector?

- Figure 3-3 – Future Transportation Network has Verrado Way, north of the Indian School Rd. intersection, as an arterial and future arterial. Thoughts on recommending a redesignation to a Collector status?

Section 3.4, Page 3-14/3-15

- Perhaps there should be some note/recognition that many water systems in Buckeye are from private water companies that provide water and sewer to various areas (EPCOR, Arizona Water Co., etc.).

Section 3.5, Page 3-15/3-16

- MPC's with development agreements and grandfathering requirements for open space should supersede any GP requirements for minimum standards for parks.

Section 4.0

Figure 4-1

- We would like to discuss with City staff where the 'secondary trail' that traverses Verrado in an east/west direction is intended to be located and how it is to be implemented.

Page 4-4

- Lighting section does not offer any direction or policy
- Recommend limited lighting in hillside areas.

Section 4.6, Page 4-15

- Policy ST-4.2 has a comment on public art within MPC's. How does this policy get implemented or is it just suggestive?

Page 4-18

- Goal ST-7 - Possibly suggest consideration of reduced or no required lighting in hillside areas.
- Overall Section 4.6 Goals and Policies chart seem sort of random. There is no strong direction or policy from this section other than many 'feel good' ideas the City should consider. Are these goals/policies intended to be future work items? Many of them are specific and not really applicable to a General Plan.

Terri Hogan

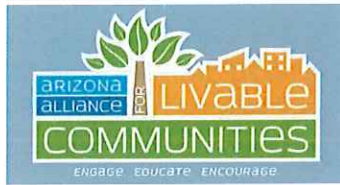
From: Gregory, Joseph <jgregory@valleymetro.org>
Sent: Wednesday, January 03, 2018 4:39 PM
To: Terri Hogan
Cc: Sean Banda
Subject: Valley Metro Review of Buckeye General Plan

Dear Terri Hogan,

Thank you for allowing Valley Metro to comment on the 2018 Buckeye General Plan. The key policies and goals described in the document are consistent with Valley Metro long-term plans, including those laid out in the Buckeye Transit Plan finalized by Valley Metro in 2016. Valley Metro looks forward to being a partner in implementing the policies and goals of the report as it relates to regional and local transit. Thank you again for the opportunity to review the document.



Joe Gregory
Manager, Service Planning
Valley Metro
101 N. 1st Ave. Suite 1300
Phoenix, AZ 85003
602-495-8268
JGregory@valleymetro.org
www.valleymetro.org



January 9, 2018
City of Buckeye Development Services
530 E. Monroe Ave. Buckeye, AZ 85326
RE: City of Buckeye - 60 day review for 2018 General Plan

Dear Ms. Hogan,

The Arizona Alliance for Livable Communities (AALC) appreciates the opportunity to review and provide comment on the City of Buckeye Draft 2040 General Plan. The AALC is a state-wide coalition which advocates for a higher quality of life for all Arizonans. Members represent a diverse cross-section of professions such as urban planning, environmental stewardship, community development, transportation and public health. Together, we advocate for equitable public policies that build healthier, more vibrant communities. Members of the AALC regularly collaborate with stakeholders to work toward the inclusion of healthy community policies into public policy plans such as municipal general plans; county comprehensive plans; regional active transportation plans; and local bicycle/pedestrian master plans.

Public health and Equity in the plan

The AALC applauds the City of Buckeye for its draft 2040 General Plan, which clearly expresses the desire to create and sustain an equitable, healthy community that supports the well-being of individuals, families, workers and visitors. We are pleased to see the inclusion of 'A Safe and Healthy Community' as one of two key Intended Outcomes of the General Plan as well as Section 4.4 on Healthy Communities.

Equitable, healthy communities are those that provide opportunities for all people to live well and thrive, regardless of background, race/ethnicity or income. Imagine Buckeye 2040 is a critical opportunity to think-ahead establish health and livability as priorities for the City's vision as it continues to grow rapidly. The AALC has three key recommendations on how to strengthen and build off of the existing focus on healthy communities throughout the entire plan.

#1: Adopt a sixth City Council Goal of a "Healthy, Active and Livable Community"

Investing in Healthy Community Design

The way a city develops and invests in infrastructure has a profound impact on the wellbeing of its residents. For all people - but especially for those individuals experiencing poverty, individuals with disabilities, the elderly, transit dependent individuals and other vulnerable populations - access to health promoting resources such as public and active transportation options as well as public parks and open spaces, are especially important. Proper investment, planning and implementation of principles and policies that support healthy community design allow for the reduction of health disparities, resulting in more equitable communities where all can thrive and live to their fullest potential. Healthy community design principles that encourage walking and bicycling on streets and trail systems as well as recreation at parks and other community facilities allow for residents and

visitors to lead more active lifestyles. Active lifestyles are important for community health since physically active individuals have lower rates of chronic disease such as heart disease and type II diabetes.

Investing in Affordable Housing

The availability of quality, affordable housing is a key component of a healthy, livable community. Recognizing the General Plan's Growth element includes "...policies that ensure the city develops with a diverse housing stock and that housing is provided for all income levels (pg. 2-1)" The AALC recommends expanded discussion on how the city plans to ensure investment in affordable housing. While the future growth within Buckeye is expected to be within approved Master Planned Communities, ensuring a diverse housing stock with affordable options for residents with low to moderate incomes is essential.

#2: Strengthen the sustainability components

As mentioned throughout the General Plan, Buckeye will continue to grow exponentially in the next two decades. The AALC recommends a special focus and expanded discussion of how the city, as it grows, plans to:

- Protect, preserve and ensure availability of the natural environment for this and future generations
- Mitigate the urban heat island effect and reduce the impact of extreme heat
- Build a strong and resilient economy
- Ensure a quality education system
- Value and promote cultural resources
- Provide public health services to all residents

#3: Ensure all maps and charts are user-friendly and readable

All communities and individuals should have the opportunity to understand and comment on the General Plan. Materials need to be understood by all residents. We recommend to:

- Improve the readability of maps when printed in black and white
- Include symbols that are legible and unique to be able to distinguish facilities
- Expand the size of legends
- Utilize different line types and polygons to differentiate built and natural features/boundaries

Overall, the AALC acknowledges the extensive efforts by Buckeye to develop in a manner that meets the needs of an expanding and diverse population. The suggestions and comments on the draft 2040 General Plan included here are meant to bring further awareness and build equity to facilitate a healthier, further connected, more resilient community.

Thank you for this opportunity to provide public input into the Buckeye Draft 2040 General Plan. We have additional comments on 1) The Draft General Plan PDF and 2) Word Document Matrix attached.

Sincerely,



Dean Brennan, FAICP
Chair, Arizona Alliance for Livable Communities

Cc: Felipe Zubia



COMMUNITY DEVELOPMENT
CITY OF SURPRISE

16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623-222-3000

January 11, 2018

City of Buckeye
Attn Terri Hogan, Deputy Director – Planning
530 E Monroe Ave
Buckeye, AZ 85326

RE: City of Buckeye – 60 day review period for 2018 General Plan

Dear Ms Hogan,

The City of Surprise has reviewed the draft of the “Imagine Buckeye 2040” General Plan. Overall, Surprise is supportive of the proposed plan. Our team would like to point out 2 discrepancies in the roadways along the borders of both municipal planning areas on page 35, Transportation Map.

1. While going north towards Northern Ave, Jackrabbit Trail appears to disappear into a neighborhood. The Surprise Transportation Map plans for Jackrabbit trail to be a major arterial, expecting to connect on the Buckeye side. Our Development Review Team would like keep the continuity depicted on both maps.
2. During the last Surprise General Plan 2035 amendment, the White Tanks Freeway as the east-west connection between US-60 and the future I-11 corridor is planned between the Patton Road and Jomax Road alignments. Please include the White Tanks Freeway in your depiction of the Surprise Planning Area.

The Roadway Functional Classification Map from the General Plan 2035 is included in this correspondence. Please do not hesitate to call me at 623-222-3134 if you have questions or comments. Thank you for your attention to this matter.

Sincerely,

Joshua Mike
Planner II, City of Surprise

Enc: Roadway Functional Classification Map



Ian Dowdy, AICP, MBA
Sonoran Institute
11010 N. Tatum Blvd, Suite D101
Phoenix, AZ 85028

January 11, 2018

Terri S. Hogan, AICP
Deputy Director of Planning
City of Buckeye
530 E. Monroe Avenue
Buckeye, AZ 85326

Dear Ms. Hogan,

Please accept the following comments from the Sonoran Institute relative to the draft of Imagine Buckeye 2040 General Plan:

1. Section 1.2: We find the description of what a General Plan is could be improved. In our view, it is a way for the city to project forward a scenario for development that will allow it to better plan for infrastructure development, public services, natural resource protection, and the procurement of necessary inputs including water supplies, jobs, etc... We think this section allows people to understand why we go through this process and what outcomes are expected. Perhaps more detail here would allow residents to appreciate its importance.
2. Section 1.3: We would love to see "sustainable" or "resilient" in this vision. Fair or not, Buckeye is often criticized for a lack of foresight into future resource concerns, particularly around water. A vision statement that meets this head-on would be great. From discussions in the recent past, we find that most of the council embrace this thought.
3. Section 1.4: We would love to see an intention of achieving harmony between the built environment and the irreplaceable yet vital natural resources that exist in Buckeye. They are interdependent; this should be recognized as a potential outcome.
4. Section 1.6: Desert lands within Buckeye west of the White Tanks were a vital component to land exchanges that have resulted in the San Pedro Riparian National Conservation Area, the Las Cienegas NCA, and the Agua Fria National Monument. This history is very interesting and can contribute to defraying some of the negative publicity around development on natural desert lands in this area. In addition, the Gila River holds its own story that goes back to prehistoric people. Perhaps additional information will better connect residents to Buckeye's storied history.
5. Major Amendments (pg 1-9): We find this definition could be improved. What we are reading is that only two conditions meet the standard of a major amendment and thereby only these two qualify as "a substantial alteration of the municipality's land use mixture or balance." We are concerned that this will render the plan less valuable than it could be at guiding how development occurs. We understand that

development at this scale is inevitable, and that unnecessary barriers to otherwise appropriate projects can be troublesome, however perhaps 160 acres is too low of a bar in some instances.

6. Page 2-5: Master Planned Communities: We think some information here about how the General Plan may or may not relate to these communities would be helpful. Who governs the pace of development? What is the role of the Development Agreement in determining responsibilities for infrastructure? Etc.
7. Future Land Use Map: This map would benefit from more detail. In our view, residents and landowners should look to the map to help them make decisions about how and in what manner to develop their own property, where employment may be, and where recreation and other assets might be located. While this approach is “general” it may not provide enough guidance. The map also should predict to the City, how much infrastructure they may need, what size pipelines to install, and where these investments should be prioritized. To this regard, more detail would be helpful. Direct links to land use maps for approved CMP’s could help address this concern.
8. Land Use Descriptions: Like the FLUM, these descriptions would benefit from more detail. What does Buckeye view as adequate for each designation, and how are the goals in the back associated with each land use district? Do all apply to all districts? Perhaps a clearer connection between these categories and the goals would be helpful.
9. Economic Development: While cities have had to become increasingly creative at gaining resources to support growth, effective planning can help address this by more closely associating a city’s ability to grow, with resource needs. This plan could help address the issue if the City was able to describe, through the plan, how much revenue would be needed to accommodate each phase of growth, and demonstrate to the development community that growth is expensive.
10. Page 2-16: What is the “reasoned approach to growing its employment base”? Is there a plan somewhere that can be referenced?
11. 2.3 Growth Areas: Paragraph 1 refers to land north of I-10 as “vacant open space” which is a mischaracterization of the often lush and vibrant natural Sonoran Desert setting. Note comment 4 which provides messaging for why development in this area may be reasonable.
12. 2-17, last paragraph: Is there such thing as extending infrastructure at “no cost to the city”? If so, does this include O&M and administrative costs?
13. Cost of Development: (1) Buckeye could take a more assertive stance regarding making future development pay “the maximum amount allowable toward paying for the full cost of serving the development with infrastructure and all necessary services”. (2) The CIP may help guide the General Plan but the GP could have an important role in informing the CIP.
14. 2.6 Goals and Policies: This is an excellent approach, though there’s no clear way to hold future decisions to this list. We love the “stewardship” section. We wonder, however, if it is easy enough to find the goals and policies that are relevant to any specific issue. It may be challenging to cross-reference policies that are relevant to a certain district, land use type, or character area.
15. Water resources should be in Stewardship.
16. What does “Environmental Planning and Urban Design mean? Are there goals associated with this? Please explain why the categories were selected for this table.
17. We spent little time in the goals section until the Stewardship goals and have the following comments:
 - a. The City needs “Natural Area Development Standards” that address the unique challenges and opportunities of developing in what is currently natural terrain north of Interstate 10 and in other areas. This is essential to responding to the unique approaches that are necessary here.

- b. Water quality should also address opportunities involved in addressing known water pollution in the Gila River. Buckeye should take a leading role in addressing this issue.
- c. We LOVE the identification of wildlife corridors in the stewardship map. This is an important step in addressing their conservation issue.
- d. Buckeye could reinforce its interest in solar energy by being more explicit in the energy section.
- e. The healthy communities section is important. Thank you for including.
- f. Goals and policies:
 - i. Policy ST 1.3 is great.
 - ii. Policy ST 1.4 should include preservation and "restoration"
 - iii. Buckeye should add a policy regarding preserving the Hassayampa River.
 - iv. Policy ST 2.1 can be addressed though a "Natural Area Development Standards" document
 - v. Policy ST 3.1: Buckeye needs to be more specific about rejecting plants that are invasive to our region. The White Tanks and other natural areas depend on it.
 - vi. Policy ST 10.6: What is a contaminant from a natural activity?
 - vii. Policy ST 15.2 notes the use of an HIA. This is great and should be done. HIAs also should be considered for other city policies and plans including infrastructure and parks and trails planning.
- g. Implementation: We love this approach; however, the timing seems to be somewhat arbitrary in some cases:
 - i. Action 50: How can this action be both on-going and long-term? It would benefit from having all boxes checked as it will be a never-ending action.
 - ii. Action 53: I think this is too narrow. What about the rest of the Gila River?

Thank you for receiving these comments. We realize that some are critical of the current draft and its ability to adequately communicate a vision of the future Buckeye. This input comes from a passion for planning as a mechanism for addressing virtually all community needs in a proactive and inclusive manner. This plan currently has elements that are excellent, but could improve in communicating a cohesive vision for the entire city.

It is our hope that this plan will ultimately lead to a more resilient, sustainable and prosperous City of Buckeye.

Thank you,



Ian Dowdy, AICP, MBA

Director

Sustainable Landscapes and Communities Team

Sonoran Institute

idowdy@sonoraninstitute.org

January 12, 2018

Ms. Terri Hogan
City of Buckeye
Development Services Department
Planning and Zoning Division
530 Monroe Avenue
Buckeye, AZ 85326

Dear Terri,

Thank you for providing us the opportunity to comment on the City of Buckeye revised General Master Plan "Imagine Buckeye 2040". As you are aware, the mission of the White Tank Mountains Conservancy is to inspire all to conserve and enjoy the natural and cultural resources of the White Tank Mountains. Lands to the east of the White Tanks are largely developed, and further development of desert lands in Buckeye threatens to completely surround the mountains. This kind of development will ecologically isolate the White Tanks from other mountain habitat blocks. Such isolation will be ecologically crippling for the region, as it would impede connectivity of water and wildlife; the lifeblood of the Sonoran Desert. Status quo development will limit connectivity for recreational bikers, hikers and others, and require travel to the outskirts of urban areas for desert recreation. There are alternative technologies and designs that would allow Buckeye to grow to its potential while still retaining the ecological connectivity necessary for a healthy natural environment.

GENERAL COMMENTS

With respect for the monumental task of developing a city plan that addresses and integrates a myriad of municipal needs and challenges, we focus our comments on the aspects of the plan that impact the White Tank Mountains. We have prepared our comments as a list of suggested additions or changes to text, maps or policies. In places where we have suggested additional text, we have left these suggestions in black. However, in places where we have suggested alternative or additional text to existing plan components, we have highlighted the changes in red so that it might be easier for you to distinguish our modifications from the original draft text.

We acknowledge the City's efforts to include wildlife and ecological connectivity in the plan, particularly in the stewardship section. However, we feel there are some important revisions to the plan needed in order to make the plan perform according to design "to serve as the jurisdiction's "blueprint" for future decisions concerning land use and resource management (1.1)", and to conform "to the letter and spirit of "Growing Smarter Plus" legislation established by the State of Arizona to guide municipal planning and growth management (1.1)". A primary aim of Arizona Smart Growth legislation was to strengthen land planning processes in order to provide for open space preservation in the midst of extended urban growth. Both the American Planning Association and the Urban Land Institute define sustainability as an essential component of smart growth. The plan highlights many factors and concerns that need to be addressed for sustainable growth, but would benefit from more clarity on specific means to achieve sustainable goals and acknowledgement of necessary tradeoffs associated with benefits. Additionally, sustainable growth presents economic opportunities for Buckeye that are not captured in this plan draft. We believe that our following recommendations for plan modifications will help to create a plan for Buckeye's sustainable growth that is realistically operational in the short and long term.

Recognizing that this plan notes that the three themes of Growth, Services, and Stewardship are interrelated, we feel some things are not appropriately categorized thematically. Additionally, explicit links between one theme and another are not defined in ways that would enhance understanding of relationships and dependencies between themes. Most notably, energy and conservation (EC) should not be addressed as a single element. While we recognize that conservation of resources is important from an

energy conservation perspective, stewardship of the natural desert landscape encompasses conservation for cultural, recreational and spiritual purposes, and is critical for maintaining the healthy ecological functioning of the region. Further, energy use often exploits natural resources rather than conserving them such that sometimes energy and conservation are diametrically opposed. Finally, energy is not an element of stewardship, it is a service.

We suggest reorganizing this plan such that energy is separated from conservation and moved to the services theme, perhaps to be discussed in that section in the way that water services are discussed. We suggest conservation have its own category. Energy, water and open space categories of the services section should include explicit statements about the dependency on conservation and natural resources as outlined in the stewardship section, and conservation of open space, water and natural resources for energy should be discussed in the conservation section. We suggest these amendments be made in the text of the services and stewardship sections of the plan, and that the policy tables in all three thematic sections be updated to reflect the separation of energy and conservation.

Healthy Communities are also listed under the stewardship section. However, healthy communities are an amalgamation of all the themes, and we suggest breaking discussion of health into appropriate thematic sections. We suggest moving the discussion of Buckeye Fire Medical Rescue Department to the Services section where other fire and rescue services are discussed. We suggest moving the discussion for Healthy Food Options and Healthy Community Design to the Growth section where other Growth and design preferences are discussed.

Glossary

We suggest the following changes to existing definitions in the general plan glossary:

Adaptation. Adaptation refers to adjustment in natural or human systems in response to actual or expected changes with the intent of moderating the negative effects of the expected changes.

Adaptation can refer to an adjustment in a species as well as in a system.

Infrastructure. Infrastructure is all types of non-building, man-made structures and systems, such as, utility pipes, electrical power generation and transmission systems, roads, bridges, water and sewer treatment facilities and other similar systems and structures. Infrastructure is essential to the safe operation of any community and is in many cases exposed to risks associated with natural hazards.

Infrastructure is generally categorized as green or grey. Green infrastructure draws on nature to achieve desired results. Examples include utilization of natural washes for flood control, stream buffer restoration, and rain gardens. Grey infrastructure utilizes human construction to achieve desired results. Examples include pipes, pumps, ditches and detention ponds often constructed of non-permeable materials such as concrete.

Invasive Species. Invasive species are plant species that are not native to the ecosystem under consideration and whose introduction is likely to cause environmental damage to native plant species through competing with and/or crowding out native plant species, or otherwise negatively impacting native landscapes.

**Note existing plan definition is incorrect. An invasive species is not defined by political borders such as the United States.*

Renewable Energy Resource. A renewable energy resource is a resource of economic value that can be readily replaced. Renewable Energy Resources are either not depleted or can be regenerated when used, such as biomass or wind, hydroelectric, solar or tidal power. Some renewable energy resources rely on natural resources that can be depleted. For example, hydroelectric power relies on flowing water, which is a finite resource.

**Existing definition states that an RER is a resource that is not depleted when used. However, the definition includes biomass, which is a resource that actually can be depleted, though is readily available.*

Stormwater. Stormwater is water that originates during precipitation events and snow/ice melt.

Run-Off. Run-off is stormwater that is held up on the land surface instead of seeping into the ground. This water either evaporates or “runs off” across the land to nearby rivers, streams or human made diversion structures.

**Stormwater is stormwater whether it seeps into the ground or not, so we suggest the above modification to the definition of stormwater and an additional definition for “run off”:*

We suggest adding the following additional definitions to the general plan glossary.

Biodiversity. Biodiversity is the variety of living organisms from all sources including terrestrial, marine, and other aquatic ecosystems, and the ecological complexes of which they are a part. Biodiversity includes diversity within species, between species and of ecosystems. Biodiversity is the foundation of living ecosystems that provide services important to human well-being including breathable air, potable water, and fertile soils.

Buffer zone: Area alongside protected or conserved natural open spaces in which human activity is restricted to research and maintenance of the protected or conserved open space in order to mitigate negative impacts of edge effects on the land or wildlife

Community green space: Land within a community that has no buildings or other built structures and is accessible to the public such as parks and community gardens. Community green space may include grassy lawns and landscaped areas as opposed to natural open space which retains its native landscape.

Ecological connectivity: Ecological connectivity or landscape connectivity is the degree to which the landscape facilitates or impedes species movement between habitat blocks.

Ecosystem: An ecosystem is a community of living organisms dynamically interacting with each other and with the non-living components of the community such as weather, sun, climate and atmosphere. Ecosystems perform functions such as nutrient cycling, energy regulation, niche construction and food production. Ecosystems are sustained by organisms with specific traits and behaviors adapted to perform within their ecosystems. Ecosystems are indefinite sizes and have no defined boundaries as they blend into other ecosystems and may have micro ecosystems within them.

Ecosystem services. Services provided by an ecosystem generally grouped into four broad and interconnected categories: provisioning, such as the production of food and water; regulating, such as the control of climate and disease; supporting, such as nutrient cycles and crop pollination; and cultural, such as spiritual and recreational benefits.

Edge effects: Edge effects are effects of human activity on the edges of wildlife corridors or other protected landscapes. Edge effects include but are not limited to noise pollution, light pollution, dispersal of invasive species, and erosion.

Natural open space: swaths of native areas of protected or conserved land on which development is indefinitely set aside and on which human activity is restricted to research and maintenance of the land.

Smart Growth: Smart growth is a philosophy and practice for urban development that aims to enhance long-term social, environmental and economic success through planning for population growth without over-burdening transportation and infrastructure systems, without polluting air and water, and without depleting open spaces and natural landscapes.

Sustainability: Sustainability is the property of biological systems to remain diverse and productive indefinitely. While sustainability encompasses sustainability of human systems including economy and development, it is grounded in and reliant upon sustainability of biological systems. Sustainability manifests in policies, programs and initiatives that support sustaining of biodiversity and long-term ecological health necessary to the indefinite survival of humans and other organisms. Sustainability can be looked at as a target goal. Principal to achieving sustainability is the recognition that decisions made today which alter ecology and biodiversity will have serious implications for the

near and distant future. Therefore, if sustainability is desired, serious consideration must be given to present day decisions, the best available science and data should be taken into consideration, and precaution should be taken under situations of uncertainty.

Sustainable development: Sustainable development is development acknowledging sustainability in four interconnected domains: ecology, economics, politics and culture. Sustainable development can be viewed as a holistic approach and process to achieve sustainability.

Wildlife Corridor: A wildlife corridor (also called a wildlife linkage) is a swath of native or natural undeveloped habitat that provides connectivity between habitat blocks; and allows wildlife populations to move between or within habitat blocks in order to complete activities necessary for survival and reproduction. Corridors are preserved or constructed to allow passage for wildlife through human developed areas.

Wildlife Crossing: A wildlife crossing is a structure such as an underpass tunnel, viaducts or overpasses that allows wildlife to safely cross human-made barriers.

GROWTH

Recognizing that growth and stewardship are being considered as separate themes in the organization of this plan, we recommend drawing more explicit links between the two themes in order to help more readily recognize planning conflicts between the two goals as well as opportunities that may be utilized to help achieve these goals in the differing thematic areas. Overall, we recommend not looking at conservation and growth in opposition but rather in tandem as shared agenda. To this end, we recommend the following changes to the growth section.

The Future Land Use Map does not reflect ecological connectivity (Figure 2-3, page 2-9) and does not illustrate desert open space. While this is a land “use” map, we feel it is important to acknowledge that even non-developed land is still being used (for example as wildlife habitat or watershed functions or even human recreation).

- *Suggested change:* Modify the land use map to illustrate corridor connectivity from the White Tank Mountains to the Hassayampa River and surrounding mountain ranges and/or *change Future Land Use text (page 2.6) to:* The location of future land uses are illustrated on the Future Land Use Map (Figure 2-3). While the FLUM figure shows a build-out condition, not all developable land will be developed by 2040. **Additionally, the Future Land Use Map identifies the types and locations of future development in the Buckeye MPA, but does not detail specific open space areas to be incorporated into MPAs (See Future Open Space Map Figure 4-1).**

In the land use description table (page 2-11 to 2-14), there is a need for clarification of the different kinds of open space. For example, there is a difference between community open space and natural desert open space. Natural desert open space has very different ecological, and human functions than landscaped community green spaces. Additionally, the term “passive natural areas” needs to be better defined. The plan describes passive natural areas as including wildlife corridors, but *it should be noted in the text:* **wildlife corridors are sensitive to human activities, and passive human use along corridors should be restricted to activities such as hiking, biking, walking, and bird watching. Organized sports and hard structural recreational development should be avoided in these areas. However, minimal infrastructure such as restrooms, dark sky-friendly lighting, trash containers and signage would be appropriate.**

Recognizing that this is a high level document, and understanding you may be constrained to definitions of open space that exist in the current Parks and Recreation Master Plan, we feel it is important to note the difference in kinds of open space within the text of the Open Space definition, even if these areas are not referenced or mapped separately.

- *We suggest the following change to the “Open Space” description on Land Use Description Table or clarifying text on the different kinds of open space in a relevant area of the master plan.* Open Space denotes both **landscaped open space and natural open space. Landscaped open space includes active green spaces designed for human activity such as community parks and recreational facilities. These areas may be landscaped or otherwise altered by design, and are intended to provide**

benefits of open space directly for people (i.e. recreation and urban cooling). These kind of altered landscapes generally do not support biological diversity in the way that natural open spaces do. Natural open spaces include areas that remain in their natural state and are intended for conservation of biodiversity and natural resources, and regional ecological health. Natural open space may include areas of natural significance, such as rivers and washes, wildlife corridors, and generally undeveloped land. Natural open space that remains largely in its natural state can contribute to the overall natural character and scenic beauty of Buckeye, and allow for passive human uses such as hiking and mountain biking trails. It is important that Buckeye plan adequately for both landscaped and natural open spaces. Land within Open Space may include land that is managed by governmental institutions, land trusts, or other similar institutions. Development in this land use designation is limited to structures and facilities that support the open space or recreational areas, such as restroom facilities and parking. Residential uses may be allowed on privately held lands at a density of no more than one dwelling unit per acre (1 du/ac). Further definitions and descriptions of open space can be found in the Parks and Recreation Master Plan. Zoning districts are consistent with this land use designation are: AG, SF-43.

The Economic Development section (2.2) vastly underestimates the value of Buckeye's natural desert landscape, and the City's growth goals and policies are not drafted to protect this valuable asset for Buckeye. Sustainable environmental planning is good economic planning. A 2017 report by the Outdoor Industry Association states that the outdoor industry generates a staggering \$887 billion dollars in annual consumer spending, 7.6 million American jobs, \$65.3 billion in federal tax revenue and \$59.2 billion in state and local tax revenue.

- *Suggested change to paragraph 2 page 2-15: Reword to state:* As the largest city by land area in Arizona, Buckeye has the capacity from a land perspective to accommodate the growth, **while still protecting its natural desert assets.**
- *Suggested additional paragraph 3 on page 2-16:* **Buckeye's location in the valley of several mountain ranges and situation within an expansive river and wash network position Buckeye to be a leader in urban outdoor recreational offerings. As the economic value of natural desert open space resides largely in its undeveloped state, Buckeye can grow its offerings in the outdoor industry, a leading U.S. economic sector, with a lighter infrastructure investment.**
- *Suggested change:* The City of Buckeye has identified **eight** Targeted Economic Sectors that are designed to diversify its economy, strengthen its workforce, and improve the local economic environment.
- *Suggested addition:* List the **Outdoor Industry** as a targeted sector for Buckeye employment.

In the Growth Areas section (2.3)/Activity Centers, we recommend introducing under the Activity Centers section the idea of activity corridors that weave throughout the city (i.e. alongside ecologically protected corridors) in addition to Activity Centers, which as described seem to focus activity within a single development area. Activity corridors braiding throughout the city following protected natural landscape corridors are likely to attract businesses in the outdoor industry as well as a growing residential market seeking greater access to nature. Homes and businesses adjacent to these corridors are likely to bring a premium similar to the manner in which properties adjacent to golf courses have in the past. Outdoor industry businesses localized in Buckeye along these corridors have great potential to reduce the percentage of Buckeye residents that commute to other cities for work as well as provide bikeways and walkways for local commutes. The Activity Corridor model provides greater recreational access to residents throughout Buckeye as opposed privileging access to those near an Activity Center. Activity Corridors along wildlife corridors provide the opportunity for Buckeye to develop sustainably and simultaneously in various areas of the city, in the way that branches and leaves grow on a tree in more than one place at once. We encourage the City to connect with ASU Herberger School of Design and the Arts to explore the opportunities offered by Activity Corridors. While the Activity Center model may work for some activities such as a sports or arts complex, the idea of a center for outdoor recreation is contrary to the open and decentered nature of outdoor activity. White Tank Mountain resort Activity

Center shown in section 2-12 is planned contrary to what would make the mountains ecologically sound, and contrary to recreational benefit, so we specifically recommend that that Activity Center be redefined as an Activity Corridor.

Suggested change to text of Activity Centers:

- Activity Centers **and Corridors**

The City of Buckeye has identified six key areas where development is expected to occur and will be prioritized. These areas are referred to as Activity Centers **or Activity Corridors** and are described in the Land Use Element, Section 2.1, and represented on the Future Land Use Map (FLUM) shown in Figure 2-3. Activity Centers are mixed-use centers that offer an environment where residents will be able to live, work, and play within the same development area. **Activity Corridors are mixed-use corridors that run adjacent to natural desert landscape corridors along which residents will be able to live, work, play and travel throughout the city. Activity Corridors will provide recreational and commuting connectivity between Activity Centers and to regional parks and trail systems, and they will provide opportunities to residents to engage in physical activities that promote good health.**

Activity Centers **and Activity Corridors** will include a range of low- and high-density development that promotes walking, bicycling, and public transportation as viable means of getting from one destination to another. Each Activity Center may include a combination of vertical mixed-use development and horizontal mixed-use development. Vertical mixed-use development combines multiple uses within the same building, typically with retail, restaurants, or commercial businesses on the bottom floors and private residences or hotel rooms on the upper floors. Horizontal mixed-use development consists of a group of buildings that have single or multiple uses next to each other on the same level. **Development along Activity Corridors will be especially sensitive to buffering environmental edge effects of protected natural areas and wildlife corridors.**

Suggested addition to Activity Centers section:

The Activity Corridors in Buckeye will be characterized by a number of factors:

► **Run alongside wildlife or other protected natural corridor buffer zones providing access to scenic and wildlife viewing, and providing bike and pedestrian paths outside automotive traffic ways. This will allow for protection of ecological connectivity while providing safer and greener recreational and commuting movement of people.**

► **Provide connectivity to regional parks and trails, and where possible provide connectivity to community green spaces and to Activity Centers.**

► **Be attractive to private developments. The locations will be advantageous due to existing natural resources (i.e., near White Tank Mountains, or adjacent to wildlife corridor buffer zones). These resources will be attractants to private developers and will help drive growth along Activity Corridors.**

► **Have potential to become a regional driver for growth in west Maricopa County.**

Activity Corridors have the potential to boost growth in the Phoenix metropolitan area due to their unique locations, assets and connective nature.

- *Suggested change:* Remove White Tank Mountain from bulleted list under Activity Center and add it to a bulleted list under Activity Corridor.
- *Suggested change:* While these activity centers **and corridors** have been identified, it should be noted that they are separate from the Master Planned Communities in the city. Commercial and residential growth will also develop in the Master Planned Communities. Generalized Areas for Growth, Activity Centers, **Activity Corridors**, and Master Planned Communities are all expected to experience some level of growth over the next 20 years.

In the Cost of Development section (2.5) we suggest incorporating use of green infrastructure and text acknowledging the need to protect wildlife corridors and to establish wildlife crossings. If possible, we suggest assessing and collecting impact fees for development impact on wildlife and natural systems and

provide incentives for sustainable development. Additionally, we suggest that the City incorporate corridor conservation and creation of wildlife crossing structures into the Capital Improvement Plan. We suggest the *following additional bulleted item*:

- ▶ **Green Building Incentives.** The City will take advantage of any green building incentives available and incorporate use of green infrastructure alternatives wherever possible to potentially save money on infrastructure costs. Additionally the City will explore offering sustainable development incentives to private developers.

In the Goals and Policies section for Growth (2.8) we suggest the *following changes*:

Goal G-1

- *Revise Policy G-1.6 to read:* The City will work with Maricopa County and adjacent cities to encourage land uses that are compatible with Buckeye's overall vision Future Land Use **and Open Space maps**.

Goal G-6

- *Revise Policy G-6.8 to read:* The City will prepare a comprehensive annexation strategy to ensure future annexations consider the benefits to the city, the provisions of city services, **and the benefits and provisions of regional ecological connectivity, and where possible, prioritizing annexed lands to address gaps in regional ecological connectivity.**

Goal G-7

- *Revise Policy G-7.5 to read:* Employment uses will mitigate potential negative impacts of associated operations **including negative impacts to the natural environment.**
- *Add Policy G-7.6 to read:* The City should identify and protect areas suitable for outdoor industry opportunities and encourage growth of outdoor industry low impact development adjacent to natural open space.

Goal G-8

- *Revise Policies G-8.1, G-8.2, G-8.3, G-8.4, G-8.5, G-8.6, G-8.7, G-8.8, G-8.9, and G-8.10 to add:* **"and Activity Corridors"** after each mention of Activity Centers.
- *Add Policy G-8.11 to read:* The City will discourage development that restricts ecological connectivity and require development impacting ecological connectivity to be mitigated.

Goal G-9

- *Add Policy G-9.8 to read:* The City will leverage its expansive natural environment as an economic driver.

Goal G-11

- *Add Policy G-11.6 to read:* The City will leverage its expansive natural landscape and Smart Growth design to expand economic growth in the outdoor industry and to position Buckeye as a regional, national and global conservation leader.

Goal G-15

- *Revise Policies G-15.2 to read:* The City should promote green building practices to reduce infrastructure demand where practical and economical, recognizing that **all building practices, green and otherwise**, require sound engineering and economic analysis.

Add the following goal and policies:

Goal G-18. The City has a vital and connected natural landscape

- Policy G-18.1 The City will encourage a pattern of development that protects ecological connectivity from the White Tank Mountains to the Hassayampa River and to neighboring mountain ranges.
- Policy G-18.2 The city will require future MPCs to conform to a plan that ensures regional ecological connectivity.
- Policy G-18.3 The city will provide for wildlife crossings where needed in the transportation plan.
- Policy G-18.4 New development should provide appropriate buffers and/or setbacks when

adjacent to wildlife corridors or protected natural open space.

SERVICES

As discussed earlier in our comments, we would like to see energy addressed in this section and connections made from energy and water services to sections in stewardship on conservation.

3.3 Transportation

Connectivity and access to natural desert spaces should be included here. Bikeways/walkways alongside the buffered edges of wildlife corridors will support the multimodal transportation plan. Bicycling is noted as an important form of transportation but biking is a combination of transportation and recreation, so cycling routes should serve both purposes. The existing plan does not sufficiently provide for cycling connectivity. We would like to see a bike and pedestrian plan that reflects the connectivity to nature desired by many existing residents and potential migrants.

The Future Transportation Network Map (Figure 3.3 page 3-11) would ideally account for anticipated wildlife crossings and include verbiage included to state that crossings will be put in place where needed.

3.4 Water resources

We recommend the City consider use of natural washes for flood control instead of grey infrastructure. Natural washes allow water to seep back into the ground whereas grey infrastructure is largely impermeable. Use of natural washes for flood control will reduce runoff and promote recharging of the ground water table, which currently is the sole source of water supply for Buckeye. We further recommend the City adhere to the Sun Valley Area Drainage Master Plan (SVADMP) and require all developers to adhere to SVADMP. This plan is beneficial for flood control, water conservation, natural open space conservation and wildlife corridors.

3.5 Parks and Recreation

While community greenspaces enhance resident lifestyle, the plan should note that developed community green spaces do not strongly support biodiversity or provide the ecological functions of natural desert open space. Therefore, in order to meet the mandate for sustainability, open desert landscape corridors must be included in addition to community greenspaces. Community parks and other greenspaces should be connected to each other and aim to provide connectivity to regional parks and the Maricopa County Trail system. Weaving community greenspaces throughout the city and connecting these green spaces to each other and to open desert areas will increase ecological, recreational and transportation (i.e. bike route) connectivity throughout the city thereby increasing access for all residents. Recreational sports facilities or other built facilities should not be considered as “green space” or “open space”. Clarification and definition is needed for the term “conservation park”.

3.6 Goals and Policies for Services

Goal S-1

- *Revise Policy S-1.5 and S-1.6 to clarify:* Definition needed for “community’s standards”.

Goal S-9

- *Revise Policy G-9.2 to read:* New development should provide active transportation facilities such as pedestrian paths, bike paths and trails **that enhance connectivity between community green spaces and to regional parks and the Maricopa County trail system.**

Goal S-10

- *Add Policy G-10.6 to read:* The City shall work with AZGFD to determine the best plan for regional wildlife connectivity including the best locations for wildlife corridors, crossing structures and actions to mitigate edge effects.

Goal S-14

- *Revise Policy S- 14.3 to read:* The City should connect parks to planned bicycle routes and recreation corridors, including trails, such as along the Hassayampa River, Gila River, **and to Skyline Park and White Tank Mountains Regional Park.**

Goal S-18

- We suggest moving this water conservation goal and all related policies to the conservation/stewardship theme, so all policies would be “ST”.
- *Revise Policy ST- 18.1 to clarify:* the kinds of renewable water supplies that will be used.
- *Add Policy ST-18.7 to read:* The city will utilize water management practices that promote recharging of groundwater and reduction of runoff.

STEWARDSHIP

We are pleased to see the plan highlighting the importance of connectivity, wildlife movement, dark skies, mitigation of light and noise pollution and trail connectivity. We have some recommendations to this section as follows:

4.1 Environmental Planning and Urban Design

The Future Open Space and Trails map (Figure 4-1) shows wildlife corridors, however the land use map does not reflect these corridors. We suggest revisiting the maps so that they do not reflect conflicting usages, or alternatively adding text for clarification. See previous comment under “Growth” regarding Figure 2-3.

4.2 Energy and Conservation

As noted previously, we feel the discussion on energy should be under the services theme and that this section should expressly discuss ecosystem conservation.

- ***Suggested change: Conservation***
Development **always alters the natural environment. Development can have negative impacts by damaging soils and aggregates, altering floodplain capacities, contaminating watersheds, and limiting wildlife movement.** As Buckeye is a rapidly growing community and development is expected to continue for the foreseeable future, the City and developers will need to consider the effects that development can have on the natural environment and wildlife to ensure that the environment is not degraded or destroyed, **and to maintain the biodiversity of the region. Disruption of natural systems that filter pollutants, provide storm water drainage, absorb heat and perform other ecological functions makes human populations vulnerable to disturbances such as flooding, soil and water toxicity, and heat waves. The biodiversity and ecosystem health of Buckeye and the Sun Valley region has important ecoservice benefits to Buckeye residents.** Once damaged, it can be costly or impossible to repair the affected components of the environment.
- ***Suggested additional section: Wildlife Connectivity***
The White Tank Mountains are flanked to the south and east by several already developed cities. Buckeye, largely undeveloped, lies to the west of the White Tanks, spanning the valley floor that connects the White Tanks to other mountain ranges, known as the Hassayampa Plain. An extensive and ecologically essential natural wash and river network throughout the landscape captures and transports floodwaters via complex mountain alluvial fans to desert washes and ultimately the Hassayampa River. A diverse assemblage of wildlife freely inhabit and move throughout the landscape using river and wash networks as habitat and travel corridors between the White Tank Mountains, Hassayampa River and Plain and other regional mountains in search of food, water, cover and mates. Animals disperse seed throughout their ranges serving an important role in sustaining biodiversity of the region's flora. Fragmentation of animal habitats results in ecosystem disturbances affecting wildlife distribution, breeding success, predator prey dynamics, foraging success, and seed dispersal. Development results in environmental degradation from structures, roadways, and utility corridors which cause increased pollution stressors to wildlife (air, water, noise and light). Roads, freeways, transit systems and infrastructure put in place to connect people reduce connectivity for wildlife and increase wildlife roadway mortality. Development competes with wildlife for natural

resources such as water, and changes local habitat suitability by influencing noise, light, air and temperature regimes. Habitat fragmentation leads to changes in species diversity and can lead to local, regional or species level extinction of native flora and fauna. It is important to retain wildlife habitat connectivity as Buckeye grows in the form of protected wildlife corridors. Wildlife corridors of natural desert landscape also provide other ecosystem services such as urban cooling, water capture and recharge, and scenic nature viewing for residents and visitors.

- *Suggested change:* Watersheds

A watershed is an area of land that drains the rivers and washes in a common area and includes both groundwater and surface water such as rivers, lakes and drainageways. **Water scarcity is a primary concern in the southwest which has suffered a period of prolonged drought and faces strong predictions of severe drought over the next 30 years.** The protection of the watershed is important because the water quality within the watershed is affected by human and natural activities within the watershed. **Altered surface hydrology and groundwater depletion from pumping have been identified as top stressors of Arizona wildlife as these activities impact the quantity and timing of stream flow which in turn alter important plant and animal habitat including physical structure, water and land temperature, and sediment transport necessary for survival of plant and animal species. Diversion of water through grey infrastructure such as concrete canals, for municipal and agricultural use, reduces the amount of water that returns to the ground to recharge the water table.** As Buckeye's water supply is solely reliant on groundwater, it will be important for the City to prioritize the protection of Buckeye's various watersheds.

4.6 Goals and Policies for Stewardship

Goal ST-1

- *Revise Policy ST 1.4 to read:* The City will continue to collaborate with the Arizona Game and Fish Department, public agencies, and property owners to determine methods for preserving the Gila **and Hassayampa Rivers.**

Goal ST-2

- *Add Policy ST 2.4 to read:* The City will maintain appropriate buffer zones between wildlife corridors and mixed use areas to mitigate edge effects on wildlife corridors

Goal ST-4

- *Add Policy ST 4.7 to read:* The City will create wildlife crossing structures with minimal visual or other landscape change to wildlife where needed.

Goal ST-5

- *Revise Policy ST 5.6 to read:* The City should prioritize **recreational** connectivity between natural resources, such as Rivers to Ridges, by connecting the White Tank Mountains south to the Gila River and west to the Hassayampa River.

Goal ST-6

- *Revise Policy ST 6.3 to read:* The City should evaluate methods of and encourage the use of sustainable stormwater management, such as pervious pavements, **vegetated roofs, and utilization of natural desert washes.**

Goal ST-9

- *Add Policy ST 9.4 to read:* The City should encourage developers to maximize the use of native vegetation for shade around buildings, parking surfaces, and sidewalks to reduce heat absorption and energy used for cooling and encourage preservation of extant desert landscape throughout the city in order to help mitigate urban heat.

Goal ST-10

- *Add Policy ST 10.8 to read:* The City will seek to retain natural wash corridors and utilize other green infrastructure where possible.
- *Add Policy ST 10.9 to read:* The City should support the policy of performance based reimbursement of permit fees, construction sales taxes, and other city fees for qualified ecological

conservation projects that produce desired environmental conservation benefits in the community, subject to any restrictions in state law where doing so is advantageous to the City.

IMPLEMENTATION

The WTMC is available to work with the City to help achieve specific action items, and we are working on identifying tasks that would move the City towards completion of action items that impact the White Tank Mountains. Below we have listed the plan action items that the WTMC is positioned to assist the City on, and we are open to working with the city on additional action items as they are defined.

Growth Theme/Land Use

- Item 2: Maintain coordination with BLM regarding BLM property in the Buckeye MPA that is or may be designated for disposal.
- Item 3: Amend the Development Code to establish buffered transitions between unlike uses and from sensitive environmental areas.

Growth Theme/Economic Development:

- Item 6. Update the Economic Development Strategic Plan (in particular we can offer input on the Outdoor Industry.

Growth Theme/Growth Areas:

- Item 14. Prepare a specific area plan for the White Tank Mountain Resort Activity Center.
- Item 40. Create a Bicycle and Pedestrian Master Plan.

Services Theme/Transportation

- *Add* Item 40B. Work with WTMC and AZGFD to identify locations where wildlife crossings would be needed.

Services Theme/Recreation and Open Space

- Item 46. Construct and maintain entrances and trailheads to important Sonoran Desert environments.
- Item 47. Preserve wildlife corridors and migratory routes between large habitat blocks.
- Item 48. Evaluate undeveloped open space land to determine whether the City could benefit from their use for parks and recreation.
- Item 49. Evaluate residents annually to determine the types of recreational programs and events that are desired.

Stewardship Theme/Environmental Planning and Urban Design

- Item 50. Acquire and preserve environmentally sensitive areas.
- Item 51. Develop an environmentally sensitive lands ordinance.
- Item 54. Establish and begin implementation of an In Lieu Program with the Arizona Game and Fish Department.
- Item 55. Explore the adoption of the future updated Sun Valley Area Drainage Master Plan.
- Item 58. Update Parks and Recreation Plan to include locations and policies for connections of trails across jurisdictional boundaries.

Stewardship Theme/Conservation

Note the items currently listed in this category are energy related and not conservation related. We would like to see implementation action items here that advance the conservation goals. We are working to identify additional action items, but at this time we suggest adding the following:

- Work with WTMC and AZGFD to develop and implement a best practices for wildlife corridors guide (Short term-ongoing)
- Work with WTMC and AZGFD to implement an ecological connectivity score card or other means of assessing the City's progress and performance with regard to connectivity goals guide (Short term-ongoing)
- Work with WTMC and AZGFD to determine locations for wildlife corridors (Short term-Mid term)
- Work with WTMC and AZGFD do determine locations for wildlife crossings (Mid-term to

ongoing)

- Define ecological performance codes (Short term-Mid term)
- Work with WTMC and AZGFD to explore types of mixed use, soft development for alignment with wildlife corridor buffer zone (Short term-Mid term)
- Work with WTMC and ASU Herberger School of Design to explore sustainable design options (Short term to ongoing)

Many people instinctively value the natural beauty of the White Tank Mountains and valley desert landscapes. The formation of the White Tank Mountains Conservancy and broad support for the conservancy by businesses, municipalities and community members is testament to the recognition of the value of the desert landscape and the cultural, recreational and economic services it provides.

Our comments on the Buckeye General Plan are informed by research from Arizona State University, Arizona Game and Fish, and Maricopa County Flood Control District. We appreciate the City's willingness to engage the WTMC in this important planning process and to continue to engage with WTMC in cross-sector collaborative planning for a sustainable Sun Valley. WTMC is available to work directly with the City to facilitate connections to scientists, designers and sustainability professionals to help the City achieve its implementation goals. We encourage the City to seek out and utilize the best available scientific data in decision making and to consider consulting with designers at the ASU Herberger School of Design and the Arts (contacts: Darren Petrucci and Paul Coseo), which has invested considerable time and resources exploring designs for sustainable growth specifically for Buckeye. WTMC is available to provide the ecological background for connectivity and to present solution options to the City Council that will allow for Smart Growth. There are options for growth that can achieve the goal of protecting ecological connectivity while providing municipal and development investors opportunities to mitigate risk, save on infrastructure, and develop to meet emerging market demands. Incorporation of wildlife corridors throughout Buckeye will protect critical habitat and ecological connectivity, provide recreational access to open desert space for millions of area residents and visitors, and provide many eco-service and economic benefits to the City of Buckeye. Thank you for considering our comments.

Sincerely,

Les Meyers, Executive Director
Todd Hornback, Board Member
Stacie Beute, Board Member
Ian Dowdy, Board Member
Bob Bement, Board Member
RJ Cardin, Board Member
Anita Hagy Ferguson, Ph.D. Candidate, Environmental Social Science, ASU



White Tank Mountains Conservancy
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THE STATE OF ARIZONA
GAME AND FISH DEPARTMENT

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DIRECTOR
TY E. GRAY

DEPUTY DIRECTOR
TOM P. FINLEY



January 15, 2018

Ms. Terri Hogan
Deputy Director of Planning
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

RE: Buckeye General Plan 2040

Dear Ms. Hogan,

The Arizona Game and Fish Department (Department) has reviewed your General Plan (Plan) update for the City of Buckeye. We understand this document is to be used as a policy guide to Buckeye for future land use, public services, infrastructure and resource management. The Department appreciates the opportunity for continued involvement throughout the process in developing this and other plans for the city, especially as related to natural resources. The Department appreciates the incorporation of wildlife linkages and corridors within the Parks and Recreation Master Plan (2016) contributing to the overall general plan. The Department appreciates Buckeye's vision for an "innovative, healthy and forward-thinking community" and believes that vision is the answer to achieving a balanced approach between development and conservation that meets stewardship goals detailed in the Plan. We provide the following comments for your consideration.

Plan Themes

One of the key considerations the Department looked for in reviewing the Plan was integration of the Plan Themes and whether there were shared or complimentary goals and policies to facilitate implementation, and whether the potential conflicts or tradeoffs between themes and their policies and goals are easy to understand. Under the Growth theme the Plan states that the land use element provides two key components that will guide new growth: a) the Future Land Use Map (FLUM) and b) goals and policies in this General Plan. Under the Stewardship theme the Plan states there are several components that influence Buckeye's quality of life including the 2016 Parks and Recreation Master Plan and Future Open Space and Trails depicted in Figure 4-1. Under the Services theme the Plan states the Recreation and Open Space elements set policy for the development, use, and conservation of natural resources in order to promote healthy and active lifestyles; and many of the goal and policies should be complimentary to Stewardship themes.

The Plan does not adequately integrate the Stewardship theme with the Growth theme using policies under the theme goals; and the potential conflicts or tradeoffs between the conservation and energy element (EPU) versus the land use or growth areas elements (LU or GA) of the two themes are not easy to understand. For example, activity centers (GA element) identified on the FLUM overlap wildlife corridors and trails identified on the Future Open Space and Trails (Figure 4-1) and Parks and Recreation Master Plan (2016). Policy G-8.8 and G-16.4 are the only two policies under the growth theme and goals that specifically integrate with the EPU element and specifically incorporate open space in relation to generalized areas for growth or activity centers. There appears to be no policy under the Growth theme and goals that specifically links/integrates the Future Open Space and Trails (Figure 4-1), preservation of wildlife linkages or the Parks and Recreation Master Plan (2016) into the goal. Policy G-1.1 should include preserved open space areas, similar to parks. Policy G-1.6 should encourage land uses that are compatible with the Future Open Space and Trails (Figure 4-1) and Parks and Recreation Master Plan (2016). Policy G-8.5 could be revised to encourage the development of an appropriate balance of employment generating land uses (i.e. retail, office...) integrated with higher density residential uses and future open space, trails, wildlife/outdoor recreation and ecosystem services in activity centers. Policy G-16.4 could be revised to define public open spaces (i.e., natural desert preserves, parks, trails, wildlife corridors, desert washes) surrounding and **within** generalized areas for growth; which would establish a link to the Future Open Space and Trails (Figure 4-1) and Parks and Recreation Master Plan (2016) by definition.

There are no policies under Goals S-15 or S-18 that promote the conservation of natural wash and river corridors, or open space as natural watersheds to protect and conserve water resources through the capture and storage of precipitation or flood waters for infiltration and ground water recharge. A nonstructural or soft structural flood control or watershed management approach would promote reduced costs in infrastructure development and compliment EPU Goal ST-1 and the many related policies. Development of a related goal and policy would help integrate the Stewardship theme with the Services theme. Incorporation of nonstructural or soft structural methods into Policy ST-6.3 (Goal ST-6) would provide a third example for sustainable stormwater management.

Economic Development

The Department recommends considering outdoor recreation as a targeted economic sector. Buckeye offers a variety of outdoor recreational activities that contribute to the overall economy and could create a vibrant ecotourism business opportunity.

It should be recognized and built upon the growing need for these opportunities for Buckeye and the surrounding cities as growth occurs and ecotourism continues to expand. The many areas owned and/or managed (over 13,000 acres) for wildlife by the Department are concentrated along the Gila River corridor and provide numerous wildlife related outdoor recreational activities that include: hunting, wildlife viewing, hiking, etc. These areas are managed for waterfowl and small game hunting opportunities. The Department is expanding the capacity and uses on these areas and would like to continue to work with Buckeye to ensure this brings benefit to the local economy. In addition, the Bureau of Land Management public lands are of significant outdoor recreational value to the local economy, offering hunting, fishing, camping, wildlife viewing and recreational shooting opportunities. Lastly, formation of the White Tank Mountains Conservancy has resulted in strong organizational growth through membership and partnerships which underscores a high degree of support and value for the White Tank

Mountains and surrounding desert landscape as open space and the many cultural, recreational and economic services the area provides. Plan editorial, policy and guideline specific comments are included in the attached comment matrix.

Services

Recreation and open space should include wildlife related outdoor recreation in addition to an expanded element description. Open space provides vital ecosystem services and benefits for society. Development of such spaces affect the ability to manage habitats across landscapes, as well as the ability of communities to sustainably manage land and maintain private and public benefits and ecosystem services. Ecosystem services that benefit communities include: clean air and water, water supply, natural flood control, scenic beauty, biodiversity, outdoor recreation, natural resource based jobs, natural resource products, carbon sequestration, climate regulation, community revitalization, improved human health, increased property values and opportunities to connect with nature. Development adjacent to open space increases risks of fire, spread of invasive species, increases conflicts amongst users, reduces access to public lands and fragments fish and wildlife habitat. Open space serves a critical role in sustaining wildlife populations and regional biodiversity by providing: clean air and water, food, cover, habitat and movement corridors to reproduce and escape environmental stresses (e.g. floods, fire, climate change), habitat for endangered species and their recovery, and other ecosystem functions such as plant seed dispersal and pollination to support plant/food crop biodiversity. The City should work with developers to increase the amount of natural desert open space in and around developments, encouraging connectivity of natural landscapes and drainage buffers that ensure natural systems remain functional in and throughout a community. Incorporation of a dark skies lighting policy and zoning ordinance in those areas in and/or adjacent to open spaces to promote the naturalness and to not disrupt the ecosystem functions such as wildlife movement. Services policy and guidelines specific comments are included in the attached matrix.

The Department acknowledges the inclusion of policy ST-1.6 (Goal ST-1) and ST-5.6 that undeveloped landscape connectivity within and beyond the City will be critical to the long-term sustainability of the current ecological and biological character of the open spaces described in this policy. We have recommended expanding the rivers to ridges concept to link the natural areas described with each other and to the broader surrounding undeveloped landscape fully achieve ecological connectivity.

Transportation

The Department recommends further discussion on the development of the 2018 Transportation Master Plan to include analysis on the potential impacts to open spaces, wildlife corridors/linkages, river and wash networks, access to recreational opportunities and other wildlife related concerns.

Parks and Recreation (also the Recreation section)

The introduction paragraph should indicate Buckeye as an outdoor recreational destination in addition to its variety of wildlife related recreational activities. Buckeye is recognized through the Sportsmen's Values map as an area of high value for dove. It is recognized for its waterfowl, quail and other small game species hunting opportunities. In addition, wildlife viewing is highly popular, especially along the Gila River corridor. The Gila River is recognized as an Important Bird Area by Audubon Society and offers XX. Further, along the Gila River is a high concentration of areas owned and/or managed by the Department for waterfowl and small game

for the public to enjoy. The various lakes formed by the sand and gravel operations provide a variety of fishing and wildlife viewing opportunity.

Stewardship

Light pollution is a large factor when discussing open space areas and wildlife. The Department would like to work with the City in the development of a dark skies ordinance. Attached is a brief presentation about impacts to wildlife from light pollution. We continue to work with the Maricopa Association of Governments and maintain membership to the International Dark Sky Association.

The Department appreciates the incorporation of our owned and/or managed areas within the Future Open Space and Trails map (Figure 4-1). We request a modification of the Figure 4-1 map to illustrate Department designated wildlife areas Powers Butte and Arlington to match Robbins Butte; as they are Department deeded lands and formally designated wildlife areas and distinct from the “Other Game and Fish Managed Lands” category on the map.

The Department also appreciates recognition and representation of the identified wildlife corridors that we have worked collaboratively on developing with wildlife expertise. We recognize the White Tank Mountain Conservancy (WTMC) for their ongoing efforts to build awareness in the Buckeye community for the need to conserve natural desert open space and wildlife corridors in order to preserve the long-term biodiversity and resource values of the White Tank Mountains. The Department continues to support WTMC efforts to build collaborative strategies and solutions to realize these conservation goals. We encourage the City to continue the collaborative work with WTMC; to engage in the cross-sector planning with local developers, landowners and other community stakeholders; to push beyond typical development practices and pursue innovative design and sustainability solutions, such as the Buckeye Braids, developed by the ASU Herberger School of Design and the Arts; and to utilize expertise across disciplines such as civic engineers, flood control, urban design and sustainability experts. The Department believes that conservation does not conflict with development and that ultimately, conserving natural desert open space within the Buckeye urban footprint will create a highly desirable community with a high quality of life that is unique to the Phoenix metropolitan area. For example, Policy ST14.3 (Stewardship Goal ST-14) recognizes that developers play a critical role and contribute to an active city with healthy lifestyles by incorporating parks (pocket, neighborhood and community) into their development plans. Ultimately conserving natural desert open space supports the same critical role, and should be thought of as a similar community amenity. The City could bridge the perception of development/conservation conflicts by restating this policy to include natural desert open space as well as parks.

Access to recreation and open space areas should be expanded to include highlights on the outdoor recreational opportunities to which the public has access, such as the Department owned and/or managed lands, Bureau of Land Management and Arizona State Lands. Stewardship policy and guideline specific comments are included in the attached matrix.

In conclusion, the Department appreciates the ongoing collaboration on this important land use plan which will guide a significant portion of the Phoenix metropolitan area’s future growth. We look forward to continuing work with Buckeye in partnership with the WTMC on strategies and solutions to move many of the Plan goals into success stories for shared goals to conserve the White Tank Mountains and other important regional natural resources. We look forward to

on going planning with the City related to the many opportunities along the Gila River corridor. The Department has many shared conservation and wildlife related recreation goals with Buckeye and we are available to assist the City further with implementation plan actions, as well as supporting information and staff resources to achieve those shared goals. If you have any questions regarding these questions please call me at 480-324-3550 or contact Dana Warnecke at 480-324-3547.

Sincerely,



Kelly Wolff-Krauter
Habitat, Evaluation and Lands Program Manager, Mesa

KWK:dw

Cc: Jay Cook, Regional Supervisor
Laura Canaca, Project Evaluation Supervisor
Adam Copeland, City of Buckeye Principal Planner

Attachments

M17-11172927

DRAFT COMMENTS FROM MAG ON BUCKEYE GENERAL PLAN UPDATE

DATE: January 16, 2018

FROM: Scott Wilken, Regional Planner III, Maricopa Association of Governments (MAG)

SUBJECT: BUCKEYE GENERAL PLAN 2018 COMMENTS

Comments from MAG Information Services Division

1. Page G-4 – to be more accurate in the definition of MAG, we are also the Metropolitan Planning Organization for the Phoenix metro area, tasked with transportation and air quality planning for the region.
2. Page 2-5 – typo in final paragraph “Area Alans”

Comments from MAG Transportation Division

1. Page 3-9 (and throughout if necessary, including Policy S-10.1): retitle framework study to “I-10/Hassayampa Valley Roadway Framework Study”
2. Page 3-9: Define MAG (“...conducted by Maricopa Association of Governments (MAG), was...”
3. Page 3-9: add date reference for when Hassayampa was completed and what projections it used.
4. Page 3-13: add date reference to when Buckeye sought MAG funding for support of a bike and ped master plan, and when a study might potentially take place.
5. Policy S’s: is a “community standard” defined? It’s used frequently in policy.
6. Policy S’s: be consistent in using terms “public transit” vs. “transit”.
7. Policy S-1.4: city-only infrastructure and services? Contracted services?
8. Policy S-9.1: Just roads? Bike/Ped? Transit service, too?
9. Policy S-9.2: revise to add comma “...should provide active transportation facilities, such as...”
10. Policy S-9.8: these are high capacity roadway investments; consideration for multimodal investments (e.g., commuter rail)? If only promoting/supporting/lobbying new roadway investments, consider defining as such.
11. Policy S-12.3: consider revision to commuter service, such as commuter rail or commuter bus. Warrants for high capacity transit expansion, including light rail, to Buckeye has not been validated. If the intent is to create an intra high capacity transit service within the City of Buckeye (for its buildout?), more detail needs to be provided.
12. Policy S-12.6: does Buckeye have a specific Trip Reduction Plan, or is this in reference to the Travel Reduction Program?
13. Policy S-14.1: reference to the forthcoming Active Transportation Plan?
14. Overlap between active transportation and connectivity measures in Policy’s S and ST?
15. Goal ST-16: consider support for access to healthy food options (e.g., transit, bike/ped, etc.; see Goal ST-15 as a reference).

Comments from MAG Environmental Programs Division

Section 3 Services

DRAFT COMMENTS FROM MAG ON BUCKEYE GENERAL PLAN UPDATE

The Water Resources Element in Section 3 Services contains a discussion on the City of Buckeye Integrated Water Master Plan. It indicates that the Integrated Water Master Plan includes a recommendation to adjust the number of water reclamation facilities based on land area development or lack thereof. For Maricopa County, MAG prepares the 208 Water Quality Management Plan. The plan describes the preferred wastewater treatment system to serve the wastewater treatment needs of the area over a 20-year time period. It is important to ensure that wastewater treatment plants are consistent with the MAG 208 Water Quality Management Plan. The MAG 208 Plan is the key guiding document used by Maricopa County and the Arizona Department of Environmental Quality in granting permits for wastewater treatment systems in the MAG region. Consistency is necessary for permit approvals.

Section 4 Stewardship

The Healthy Communities Element in Section 4 Stewardship includes a discussion on air quality. This element discusses that degradations in air quality can be due to a number of reasons including increased vehicle miles traveled (VMT) on city roads leading to increased damaging car emissions. It is important to note that on-road emissions have been decreasing in the region. The reductions in these emissions are due primarily to the replacement of older, high-polluting vehicles with new models that meet more stringent federal emission standards.

Terri Hogan

From: Joe Schmitz <Joe.Schmitz@goodyearaz.gov>
Sent: Tuesday, January 16, 2018 4:00 PM
To: Terri Hogan
Cc: Katie Wilken; Christopher Baker
Subject: City of Buckeye - 60-day review for 2018 General Plan

Follow Up Flag: Follow up
Flag Status: Flagged

Teri:
I have reviewed the draft 2018 General Plan document and identified one concern and a couple minor items that might benefit from clarification.

On Page 3-9 the Future Roadway Network is discussed and the map of that network is referenced in Figure 3-3. But the map in this figure contains a title above the legend that states that this map reflects the existing transportation network as of 2016. Although the text indicates that the Future Transportation Network is based on the Hassayampa Valley Transportation Framework Study, there are no future freeway alignments shown on the map in Figure 3-3. This map shows future parkways, major arterials and arterials with dashed lines, but no freeway alignments. In the Goodyear 2025 General Plan, the transportation map on Page 110 (Figure 8.12) reflects several future freeway alignments, at least one of which is dependent on the alignment continuing westward through Buckeye, but it is not shown on your map. More specifically, an alignment for the Hassayampa Freeway is not shown on your map in the vicinity of Riggs Road and 203rd to 207th Avenue. Additionally, an alignment for the SR30 is not shown in the vicinity of Perryville Road and the railroad tracks for the Southern Pacific Railroad, but there is a purple dashed line indicating a parkway might be developed in this area. Also, the potential alignment for the southerly extension of the Loop 303 is not shown on the map; however, that freeway alignment is not within Buckeye's MPA and therefore it may not be as critical for it to be shown. If the roadway network preferred by Goodyear is going to be shown on the maps, we would appreciate it if these roadways and future freeways were shown in the manner that they appear in Goodyear's General Plan, unless there is some reason not to show them other than waiting on completion of the 2018 Transportation Master Plan.

We would appreciate it if you could respond to this comment so we can decide whether to submit the above as a formal comment.

In addition to that concern, there are a couple of minor comments we would like to offer for your consideration.

1. Cotton Lane is missing from Figure 2-3 where it crosses the river and extends south to Estrella Parkway and the segment between Lower Buckeye Road and Southern Avenue.
2. Willis Road is missing from Figure 2-3 between Rainbow Valley Road and Estrella Parkway.
3. Segments of Rainbow Valley Road, as it exists today, are not shown on Figures 3-2 or 3-3.
4. Cotton Lane between McDowell and Lower Buckeye Road is not shown on Figures 3-2 or 3-3.
5. Previous transportation plans assumed that Perryville Road might depart from its current alignment at Indian School Road and extend northwesterly to connect with Jackrabbit Trail at Camelback. This likewise is not reflected on Figure 3-3.
6. The proposed land uses shown appear to be generally acceptable and compatible with the land uses shown in the Goodyear 2015 General Plan.
7. Buckeye has adjusted its MPA boundary in the vicinity of Riggs Road and 203rd to 207th Avenues so that the strip of private land between Goodyear and the BLM land within Buckeye is not included. This is consistent with previous discussions the planning staff from both agencies and is appreciated by Goodyear. Once Buckeye has relinquished this area from its MPA, Goodyear will take steps to include it in Goodyear's MPA when the timing of such an addition is appropriate, or when the City's General Plan is updated.

1. Action No. 49 on Page 5-6: The action recommended here is quote: "Evaluate residents annually to determine the types of recreational programs and events that are desired." I believe the action recommended was intended to be "Survey residents annually...." If the action item is written as intended, then disregard this comment.
2. There are six Activity Centers identified in the text of the document and their locations are described on Page 2-13. It is suggested that the names of these activity centers also be added to the Future Land Use Map in Figure 2-3.

We would appreciate a response to the concern mentioned above regarding the apparent exclusion of the future freeway alignments.

Thank you for the opportunity to comment on the draft plan and we look forward to working with you as you move toward adoption, ratification and implementation.

Joe Schmitz, AICP
Long Range Planner
Development Services Dept.
City of Goodyear, Arizona
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Douglas A. Ducey
Governor



Lisa A. Atkins
Commissioner

Arizona State Land Department

1616 West Adams, Phoenix, Arizona 85007
(602) 542-4631

January 24, 2018

Terri Hogan AICP, Deputy Director of Planning
Development Services Department
City of Buckeye
530 E. Monroe Avenue
Buckeye, AZ 85326

Re: City of Buckeye 2040 General Plan Update Comments

Dear Director Hogan,

Thank you for providing the Arizona State Land Department (the "Department" or "ASLD") with the draft 2040 General Plan update for our review and comment. The Department, in its fiduciary role as administrator of State Trust Land ("STL"), is statutorily charged with managing STL to insure its highest and best use and to maximize revenue for the Trust beneficiaries. The funds generated through ASLD's Trust land management activities are distributed to the Trust's various beneficiaries, which primarily include K-12 education, but also include the state universities, penitentiaries, state hospital, and other public institutions. All uses of the land must benefit the Trust, a fact that distinguishes it from the way public land, such as parks or national forests, may be used.

ASLD suggests the following edits to the Draft document:

- Page 2-14, Open Space Land Use Description
 - ARS §9-461.06.N specifies that State Trust land shall be allowed at least one residential dwelling per acre. Please add State Trust land to the sentence which allows privately held lands a density of one dwelling unit per acre.
- Page 4-5, Figure 4-1
 - Please note that any depicted wildlife corridors are for informational purposes only. ASLD does not recognize any identified corridors crossing State Trust land as planned land uses. Adding language to the legend that clarifies this would be helpful.

Should you have any questions or require any assistance, please do not hesitate to contact me at Micah Horowitz at mhorowitz@azland.gov or at 620-542-2643.

Sincerely,

Micah Horowitz, AICP
Project Manager

Terri Hogan

From: c j b <underwriter92@gmail.com>
Sent: Tuesday, January 16, 2018 2:28 PM
To: Terri Hogan; Michelle R. Hess; Chaco, Michael A
Subject: 2040 plan

Follow Up Flag: Follow up
Flag Status: Flagged

I note your plan for 2040. Gaps are there.

1. traffic: need interchange between Watson & miller, Miller has too many big-rigs & too many signals too close together. Watson needs 3 lanes on each side ! if you must wait 2 signal changes, that's too long & it is close to that now at rush hour times. Freeway overpass at Watson will need to be lengthened ! that is so obvious I cannot believe it was not emphasized.
2. build-out: too many homes, not enough employment areas = bedroom community with people commuting to the east. Another California here ? I grew up there & watched it sprawl for 60 years. Do you really want that in Buckeye ??? (airport area will grow very slow).
3. climate: Buckeye is already 2nd hottest area in the Valley, next to sky harbor airport. Farm land keeps temps down at night where it exists. Pave over that land, as "2040" proposes, & Buckeye will be absolutely miserable every summer day as the air mass moves in from the east(DAILY as it now does) and heats up all that farm land (that is paved over then).
4. views. we have wide panoramic valley views now, because of flat farm land. Mountains galore, see them entirely unobstructed. In 2040, as per the plan, structures (multi-story) will block those views. Buckeye would then be just another "nothing-town" just like so many places in Cali that once were semi-rural attractive, low traffic, low stress, & nice.

Now in Cali its New York City style stress & traffic & prices, etc. And your plan, as exists, will bring that here by 2040. Really, is that a good thing ? I personally saw this happen in Orange County from age 10 (1959) to age 63 (2012). Cali was a paradise then, but a stressful not so nice place now. Look closer: beauty on the outside in Cali covers up many not so nice things: horrible traffic, taxes, stress, too many people & everything costs big \$\$.

Keep Buckeye **semi-rural** pleez !

--

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To: George Flores, Director, Development Services Date: February 8, 2018
Terri Hogan, Deputy Director, Planning
From: Shiela Schmidt
Gary Verburg
Gust Rosenfeld, P.L.C.
City Attorneys
Subject: General Plan 2040 Review

Pursuant to your request, we have reviewed the draft General Plan 2040 and the planned revisions (see attached) you have submitted to us for review. We have determined that the draft General Plan, as revised, complies with the statutory requirements of A.R.S. 9-461.05. In this regard, our conclusion is not only based upon the statutory criteria, but also upon relevant case law related to the sufficiency of general plans under the statute. In particular, *Haines v. City of Phoenix*, 151 Ariz. 286 (1986) holds that general plans are deemed valid provided there is a rational basis for upholding the plan. Because the adoption of a general plan is a legislative act, courts give great deference to a council's determination that there is a rational basis for adopting the general plan, even without specific findings by a council to that effect. *Id.* at 290. Short of a general plan being arbitrary or capricious, courts will uphold the validity of general plans duly adopted by city councils and approved by voters.

While we are of the opinion that the proposed General Plan meets all of the requirements of the statute, both expressly and by necessary implication, even if a statutory element is missing from a general plan, it remains legally sufficient. *Id.* at 289. The absence of any element does not invalidate a general plan. In this regard, it is important to remember that general plans are dynamic documents, intended to adjust to the needs and demands of a community overtime. To the extent that any changes need to be made to a general plan to accommodate new developments, the general plan can be amended as circumstances dictate.

If you have any questions regarding this memorandum, please contact me at your convenience.

Suggested Revisions

1. Aggregate.

The location in the general plan document of the “aggregate” requirement in section 4.2 is fine. With respect to this requirement, ARS 9-461.05 C. 1. (g) references identifying the “sources” of aggregate based upon maps provided by the state and that the sources are sufficient to meet future needs. Add a footnote or a couple of sentences to this section that states:

“Maps are available at (identify the state agency that has the maps) that identify sources for aggregate materials. It is anticipated that current existing aggregate land uses are sufficient to meet future development needs.”

2. Transportation.

In the transportation section of the plan add the following paragraph:

To insure that the circulation of traffic is not unnecessarily impeded, parking facilities and building setback requirements shall be established by design standards requiring adequate parking and setback requirements for the projected use and traffic flow on any property. To the extent that it is practical to do so, the design standards should allow traffic to circulate without obstructions on and near the property. The delineation of these design standards will be reflected on site plans and plats as they proceed through the customary approval process. Street naming, and house and building numbering, will also be reflected on site plans and plats as appropriate to insure that the driving public can easily locate destinations.

3. Overall observations.

Ensure that all the policies state City of Buckeye rather than just City as recommended.

4. Land Use Element.

Add a statement in the introductory text under “What is a General Plan” that the elements are grouped into the themes but that each topic area is interrelated therefore they are addressed in an comprehensive and integrated fashion in the goals and policies at the end of each theme section. Also indicate that each element will be discussed first with text and then further addressed as required by ARS by specific goals and policies at the end of each theme. It is also important that the reader understand the plan is general but may as statutorily required identify more specific policies or programs which will be implemented at a later date as noted in the Implementation Chapter. Also, revise police G 3.8 to indicate that “will be required of the aggregate extractor” is included.

5. Circulation Element.

- If the TMP is intended to address the Additional Circulation Element requirements then we need to specifically state this and indicate that the TMP will be incorporated by reference and that the revisions to the Future Transportation Map will be adopted concurrently with the TMP.
- We need to explicitly state that circulation is addressed in the Transportation element.

6. Open Space Element

We need to explicitly state that we are addressing this element by reference to the adopted 2016 Parks & Recreation Master Plan and that we have incorporated Goals and Policies and the Future Open Space and Trails Map (figure 4.1) as adopted by Council.

7. Environmental Planning Element, Conservation et al Element, Safety Element, Bicycling Element

- We need to explicitly state that we are addressing the Safety element in Public Services and Facilities.
- We should incorporate the adopted MAG bicycle routes and refer to the future Bicycle Master Plan that will be incorporated.

8. Glossary

The Dev Partner Group definition is adequate, but add that it is not a formally appointed committee but rather a group of volunteers with development interests in the City of Buckeye.

9. Introduction

- Add the direction description to Section 1.1 as noted.
- Corrected the type "Area Alans" on page 2-5
- Explicitly state that public buildings are addressed in Public Services and Facilities and add "emergency services" to first paragraph of 3.1 as noted.
- Clearly indicated that we are adopting the Water Resource Master Plan by reference with G&Ps incorporated from the adopted document.
- Delete S 6.1



CITY OF BUCKEYE
PLANNING AND ZONING COMMISSION
REGULAR MEETING MINUTES
FEBRUARY 27, 2018

City of Buckeye
Coyote Branch Library
21699 W. Yuma Road, #116
Buckeye, AZ 85326

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE/ROLL CALL

Chairperson Carol Kempiak called the meeting to order at 6:00 p.m.

Members present: Vice Chairperson Thomas Marcinko, Commissioner Jesse Knight, Chairperson Carol Kempiak, Commissioner Gregory Clemmons, Alternate Ted Burton seated for district 4, Alternate Alan Ladd, Alternate Cathy Conley seated for District 2, Alternate John Pringle, Alternate Nick Hudec seated for District 6, Alternate Anthony DiMascio arrived at 6:15 p.m.

Members absent: Commissioner Preston Hundley, Commissioner Clayton Bedoya, Commissioner Charles Trullinger, Alternate Deanna Kupcik

Staff present: Deputy Director of Planning Terri Hogan, Principal Planner Adam Copeland, , Principal Planner Ed Boik, Administrative Assistant Keri Hernandez, City Attorney Sheila Schmidt, Development Services Director George Flores, Planner II Andrea Marquez, Planner II Sean Banda, Planner I Robert Busick, Vice Mayor Eric Orsborn

2. APPROVAL OF MINUTES FROM FEBRUARY 13, 2018 PLANNING AND ZONING COMMISSION REGULAR MEETING

A motion was made by Vice Chairperson Marcinko and seconded by Commissioner Knight to approve the February 13, 2018 Planning and Zoning Commission regular meeting minutes as presented. Motion carried.

3. REGULAR AGENDA

3A. Imagine Buckeye 2040 (PLZ-15-00032)

Deputy Director of Planning Terri Hogan presented and was available to answer questions from the Commission.

Matrix Design Group consultant Celeste Boccieri-Werner presented and was available to answer questions from the Commission.

Commissioners and Alternates commended staff and consultants on the work done for this General Plan update.

A public hearing was opened at 7:05 p.m. With there being no comments from the public, the public hearing was closed at 7:05 p.m.

Ms. Werner informed the Commission of the next steps and action in the General Plan update on March 13th at 6:00pm.

Ms. Hogan is projecting the update to be placed on the primary election ballot in August, 2018.

4. COMMENTS FROM THE PUBLIC

Planner II Sean Banda informed the Commission that there will be a workshop regarding the downtown specific area plan on March 5th at Buckeye City Hall at 5:00 p.m.

5. REPORT FROM STAFF

Principal Planner Ed Boik distributed an updated sheet for the Development Code.

6. COMMENTS FROM THE PLANNING AND ZONING COMMISSION

None.

7. ADJOURNMENT

A motion was made by Commissioner Knight and seconded by Alternate Burton to adjourn at 7:14 p.m. Motion carried.


Carol Kempiak, Chairperson

ATTEST:


Keri Hernandez, Administrative Assistant

I hereby certify that the foregoing is a true and correct copy of the Planning and Zoning Commission Regular Meeting held on the 27th day of February, 2018. I further certify that a quorum was present.


Keri Hernandez, Administrative Assistant