BUCKEYE, AZ

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
FEBRUARY 20, 2024
AGENDA

City Council Chambers
530 East Monroe Avenue
Buckeye, AZ 85326
6:00 p.m.
The doors will be open to the public at least 15 minutes prior to the start time of the meeting.

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

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

Pursuant to A.R.S. § 38-431.03(A)(3) the Council may, by majority vote, recess or adjourn to executive session at one or more times during the meeting, as needed to confer with the City Attorney for legal advice regarding any item listed on this agenda.

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

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

3. Awards/Presentations/Proclamations

4. CONSENT AGENDA ITEMS / NEW BUSINESS
Approval of items on the Consent Agenda - All items with an (*) are considered to be routine matters and will be enacted by one motion and vote of the City Council. There will be no separate discussion of these items unless a Council member requests. This section may include the approval of Minutes from previous meetings.

***4.A** Council to take action on a Final Plat titled OMP Yuma & 247th, located north of the northeast corner of Yuma Road and Durango Street.
Summary: Property owner and applicant Matthew Kukta with Yuma Road Owner LP, is

requesting approval of a Final Plat for two parcels totaling 19.8 acres located north of the northeast corner of Yuma Road and Durango Street. The request consists of changing the parcel line between the existing two parcels, dedicating right-of-way along Yuma Road and 247th Avenue, and changing the location of an existing sewer easement. This proposal will create opportunities for a new employment land use in the area.
Staff Liaison: Jennifer Fostino, Planner II, jfostino@buckeyeaz.gov, (623) 349-6295

***4.B** Council to take action on a Minor Subdivision for Roosevelt Commons, generally located on the southwest corner of Verrado Way and Roosevelt Street.
Summary: The applicant is requesting approval of a Minor Subdivision for a multi-tenant commercial development known as Roosevelt Commons, generally located on the southwest corner of Verrado Way and Roosevelt Street. The proposed minor subdivision will provide commercial lots, easements, and dedication of right-of-way that are necessary to move forward with infrastructure improvements in the area.
Staff Liaison: Bart Wingard, Principal Planner, hwingard@buckeyeaz.gov, (623) 349-6207

***4.C** Council to take action on a Map of Dedication (MOD) for a section of Verrado Way from Canyon Vista Road to Foothills Drive within the Verrado Victory District.
Summary: The applicant is requesting a Map of Dedication (MOD) to dedicate additional right-of-way along a section of Verrado Way from Canyon Vista Road to Foothills Drive. This dedication will result in additional right-of-way for Verrado Way, Canyon Vista Road, and Foothills Drive, and will provide a secondary access to Verrado Victory District Phase 9 and 10. This MOD is requested by Dave Nilsen of Verrado ARC, LLC.
Staff Liaison: Sean Banda, Senior Planner, sbanda@buckeyeaz.gov, (623) 349-6215

***4.D** Council to take action on a Final Plat for Verrado Regent Hills Phase 3A, generally located one mile west of Verrado Way and north of Lost Creek Drive within the Verrado Regent Hills District.
Summary: The applicant has requested approval of a Final Plat of Verrado Regent Hills Phase 3A (PLZV-23-00006), consisting of 334 single-family lots on approximately 118.6 acres generally located one mile west of Verrado Way and north of Lost Creek Drive within the Verrado Regent Hills District. Approval of the requested Final Plat would enable the applicant to develop additional single-family housing in the Verrado Victory District.
Staff Liaison: Sean Banda, Senior Planner, sbanda@buckeyeaz.gov, (623) 349-6215

***4.E** Council to take action on the approval, acceptance, and execution of a grant award from the Water Infrastructure Finance Authority of Arizona (WIFA); and authorizing the Mayor or City Manager to accept, execute, and deliver the grant award or Agreement on behalf of the City.
Summary: In September 2023, Council approved the WIFA Water Conservation Grant Application. The $125,000 WIFA Water Conservation grant will be used to provide rebates to water customers for the removal of natural turf to be replaced by desert landscaping or artificial turf which will decrease the City's reliance on groundwater. This grant will allow the City to include non-residential properties and to increase the rebate to encourage grass removal and reduce the cost to City customers.
Staff Liaison: Rob Roach, Grant Program Administrator, rroach@buckeyeaz.gov, (623) 349-6165

***4.F** Council to take action on the the submission of a $4,979,172 Advanced Transportation Technology and Innovation (ATTAIN) Grant Program Application for the deployment of technologies to improve safety, reduce traffic-related fatalities and injuries, reduce traffic

congestion, reduce transportation-related emissions, and improve system performance and connectivity at the intersection of State Route (SR) 85 and Southern Avenue.
Summary: To address safety concerns at the intersection of SR 85 and Southern Avenue, this grant will provide for the installation of a traffic signal at each intersection as well as widening both east and westbound lanes. This project is currently in the Capital Improvement Program (CIP). The federal grant portion is $4,979,172, with a $1,244,793 match from the City of Buckeye.
Staff Liaison: Rob Roach, Grant Program Administrator, rroach@buckeyeaz.gov, (623) 349-6165

***4.G** Council to take action to approve the submission of a $4,555,540 Advanced Transportation Technology and Innovation (ATTAIN) Grant Program Application for the deployment of technologies to improve safety, reduce traffic-related fatalities and injuries, reduce traffic congestion, reduce transportation-related emissions, and improve system performance and connectivity at the intersection of State Route (SR) 85 and Baseline Road.
Summary: To address the safety concerns at the intersection of SR 85 and Baseline Road, the City is submitting a grant application to install traffic signals and to widen east and westbound lanes. This project is currently in the Capital Improvement Program (CIP). The Federal grant portion is $4,555,540, with a $1,138,885 match from the City of Buckeye.
Staff Liaison: Rob Roach, Grant Program Administrator, rroach@buckeyeaz.gov, (623) 349-6165

***4.H** Council to take action to approve the submission of a $5,037,516 Advanced Transportation Technology and Innovation (ATTAIN) Grant Program Application for the deployment of technologies to improve safety, reduce traffic-related fatalities and injuries, reduce traffic congestion, reduce transportation-related emissions, and improve system performance and connectivity at the intersection of State Route (SR) 85 and Broadway Road.
Summary: To address safety concerns at the intersection of SR 85 and Broadway Road, the City is submitting a grant application to install traffic signals and widen east and westbound lanes. This project is currently in the Capital Improvement Program (CIP). The Federal grant portion is $5,037,516 with a $1,259,379 match from the City of Buckeye.
Staff Liaison: Rob Roach, Grant Program Administrator, rroach@buckeyeaz.gov, (623) 349-6165

***4.I** Council to take action on Resolution No. 08-24 approving the Development Agreement between the City of Buckeye, an Arizona municipal corporation, Pulte Home Company, LLC, a Michigan limited liability company, and Del Webb Corporation, a Delaware corporation, related to the permitting and operation of the Wagner Wash Underground Storage Facility and authorizing the Mayor to execute and deliver the Agreement on behalf of the City.
Summary: The Water Resources Department is requesting Council's approval of Resolution No. 08-24 approving the Development Agreement between the City of Buckeye, Pulte Home Company, LLC, and Del Webb Corporation for the permitting and operation of the Festival Ranch Underground Storage Facility (USF). The Wagner Wash USF will support the City's ability to recharge the aquifer with effluent produced by the Festival Ranch Water Reclamation Facility (WRF) and to store water to serve a portion of the Festival Ranch community.
Staff Liaison: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6102

***4.J** Council to take action on Delivery Order No. 5 to the Job Order Contract (JOC No. 2019011.01) between the City of Buckeye, an Arizona municipal corporation, and Felix Construction Company, an Arizona corporation, for the Historic Booster Pump #4 Installation; and authorize the City Manager to execute said Delivery Order on behalf of the City.
Summary: Through this Job Order Contract (JOC) Felix Construction Company will perform the

installation of Historic Booster Pump #4. The total amount to be paid under this Delivery Order shall not exceed $447,373.59.
Staff Liaison: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6102

***4.K** Council to take action Task Order No. 4 to the the On-Call Consulting Contract No. 2022003.08 between the City of Buckeye, an Arizona municipal corporation, and Carollo Engineers, Inc., a Delaware corporation, to provide Engineering Services for the Integrated Water Master Plan project; and authorize the City Manager to execute said Task Order on behalf of the City.
Summary: Task Order No. 4 expands the professional services provided by Carollo Engineers, Inc., to complete the required tasks necessary for the City to apply for and receive its Designation of Assured Water Supply (DAWS) from the Arizona Department of Water Resources. Activities include, but are not limited to, the groundwater modeling, identification of physical availability of all water sources, identification of possible future water sources, and determination of the City's financial capability to meet DAWS requirements. Becoming a designated water provider will provide the City greater control over the management of the City's water supply as well as ensuring a secured future for our water customers. The total amount to be paid under this Task Order shall not exceed $214,998.
Staff Liaison: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6102

***4.L** Council to take action on Change Order No. 1 to the Cooperative Contract Purchase Addendum (CCPA) No. 2024057 between the City of Buckeye, an Arizona municipal corporation, and Cummins, Inc., dba Cummins Sales and Service, an Indiana corporation, for Generator Maintenance; and authorize the City Manager to execute and deliver said Change Order on behalf of the City.
Summary: The Water Resources Department is requesting approval of Change Order No. 1 for the purpose of increasing the Not to Exceed (NTE) amount from $150,000 to $350,000 due to rising inflation and unexpected emergency repairs.
Staff Liaison: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6102

***4.M** Council to take action to increase appropriations for the Farallon Water Campus Capital Improvement Program (CIP) project No. 101040 for Fiscal Year 2023-2024, in an amount not to exceed $11,675,781.18; and authorize the transfer of funds from the Impact Fees Funds to the Water Resources Fund.
Summary: The Farallon Water Campus (FWC) has an approved CIP budget of $55,000,000 with $20,000,000 allocated for Fiscal Year 2023-2024, and $30,000,000 allocated for Fiscal Year 2024-2025. However, completion of the campus must occur by the end of the first quarter of 2025 to support planned development in the area. To ensure this deadline is met, the Water Resources Department, working with the contractor, has fast-tracked portions of the project, accelerating the project's critical path, to ensure the project will be delivered within the expected timeframe. This appropriation will not increase the overall cost of the project.
Staff Liaison: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6102

***4.N** Council to take action on Resolution No. 01-24 (a) ordering and calling a Primary Election to be held on Tuesday, July 30, 2024, and, if necessary, a General Election to be held on Tuesday, November 5, 2024, to nominate candidates for Mayor-at-Large and Councilmember seats for Districts 1, 2, and 3 in the City of Buckeye; (b) declaring that the Council deems the granting of a franchise with Southwest Gas Corporation beneficial for the City of Buckeye and ordering that at the Primary Election, there shall be submitted to the voters of the City of Buckeye the question as

to whether or not said franchise shall be granted to Southwest Gas Corporation; (c) designating or providing for the manner in which the City Clerk shall conduct the Election; (d) the deadline for voter registration; and (e) Spanish translation of election materials.

Summary: At the July 30, 2024 Primary Election, the qualified electors will vote for Districts 1, 2, and 3 Councilmember seats and for Mayor-at-Large, whose names shall appear on the ballot. Any candidates receiving a majority of all the votes cast at the Primary Election will be declared elected. In the event the nominated candidates do not receive a majority of votes during the Primary Election, the two candidates receiving the highest number of votes for each seat will proceed to the November 5, 2024 General Election ballot. A franchise is granted to public utility corporations for the purpose of allowing the utility to do business within the City. A majority of qualified electors voting at the election is necessary to approve the Southwest Gas Franchise Agreement.

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

***4.O** Council to take action on the January 16, 2024 Regular Council Meeting Minutes.

Summary: Minutes of all Council meetings are drafted in accordance with Arizona's Open Meeting Law, are reviewed and approved by Council at a future meeting, and then filed with the City's permanent records. All approved meeting minutes are posted on the City's website and maintained in the Office of the City Clerk.

Staff Liaison: Summer Stewart, Deputy City Clerk, sstewart@buckeyeaz.gov, (623) 349-6914

5. Public Hearings / Non-Consent - New Business

5.A Council to hold a public hearing only regarding a Blank Annexation Petition requesting to annex two parcels of land consisting of approximately 2.38 acres from Maricopa County to the City of Buckeye, located east of the northeast corner of SR-85 and MC-85.

Summary: Property owner GERT Qualified Opportunity Fund LLC is requesting annexation of two parcels of land, totaling approximately 2.38 acres, east of the northeast corner of SR-85 and MC-85. The proposed annexation meets the requirements of the Arizona Revised Statutes Section 9-471. This is the first of two public hearings required for the annexation; upon closing the public hearing, no additional action is required. A second public hearing is anticipated to be held on March 19, 2024, following which Council may consider the adoption of an ordinance approving the proposed annexation.

Staff Liaison: Mandy Woods, Senior Planner, swoods@buckeyeaz.gov, (623) 349-6293

5.B Council to hold a public hearing and take action on Ordinance No. 01-24 declaring the document entitled "Development Code Update" as a public record; adopting the same by reference; amending the Buckeye City Code, Chapter 7 Development Code, as set forth in the "Development Code Update"; providing for the repeal of conflicting provisions; and providing for severability.

Summary: The Development Code is a statutory document that sets out the specific permitted land uses and development standards that apply to properties in the City of Buckeye. The Code was passed in 2010, most recently updated in August of 2023, and generally amended from time to time in order to make sure that it is as accurate and up to date as possible. The primary purpose of the proposed amendment is to provide clearer development and design standards for new types of projects and the promotion of moving away from the obsolete zoning districts. This is the first amendment of three that will move forward over the next year for adoption.

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

5.C Council to take action on Resolution No. 07-24 approving the form and authorizing the execution and delivery of a Purchase Agreement, a Trust Agreement, a Continuing Disclosure Certificate, an Obligation Purchase Agreement and other necessary agreements, instruments and documents; approving the sale and execution and delivery of Excise Tax Revenue Obligations evidencing a proportionate interest of the Owners thereof in the Purchase Agreement; delegating authority to the Mayor, the City Manager and the Chief Financial Officer of the City to determine certain matters and terms with respect to the foregoing; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this Resolution; and declaring an emergency.

Summary: The 2024A Obligations are being executed and delivered to provide funds to finance the construction of the Farallon Water Campus (FWC). The FWC project includes installation of three miles of raw water transmission lines and the construction of the first phase of a 20-acre water campus, which will provide potable water infrastructure to allow for residential, commercial and industrial development.

Staff Liaison: William Kauppi, Chief Financial Officer, wkauppi@buckeyeaz.gov, (623) 349-6161

6. Comments from the Mayor and Council

Mayor and Council may present a brief summary of current events and/or report on any of the Boards and Commissions and other organizations as necessary. The Council may not propose, discuss, deliberate, or take any legal action on information presented. Council may direct inquiries to staff.

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

8. Proposals for Future Agenda Items

The Mayor and Council Members may propose items for inclusion in a future agenda: Council shall not discuss the merit or substance of any proposed item: discussion and action shall be limited to whether or not the item shall be included in a future agenda.

9. Adjournment

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/20/24	**AGENDA ITEM:** 4.A. DS - OMP Yuma & 247th - Final Plat - PLZS-22-00045
DATE PREPARED: 02/16/24	**DISTRICT NO.:** 3
STAFF LIAISON: Jennifer Fostino, Planner II, jfostino@buckeyeaz.gov, (623) 349-6295	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on a Final Plat titled OMP Yuma & 247th, located north of the northeast corner of Yuma Road and Durango Street.

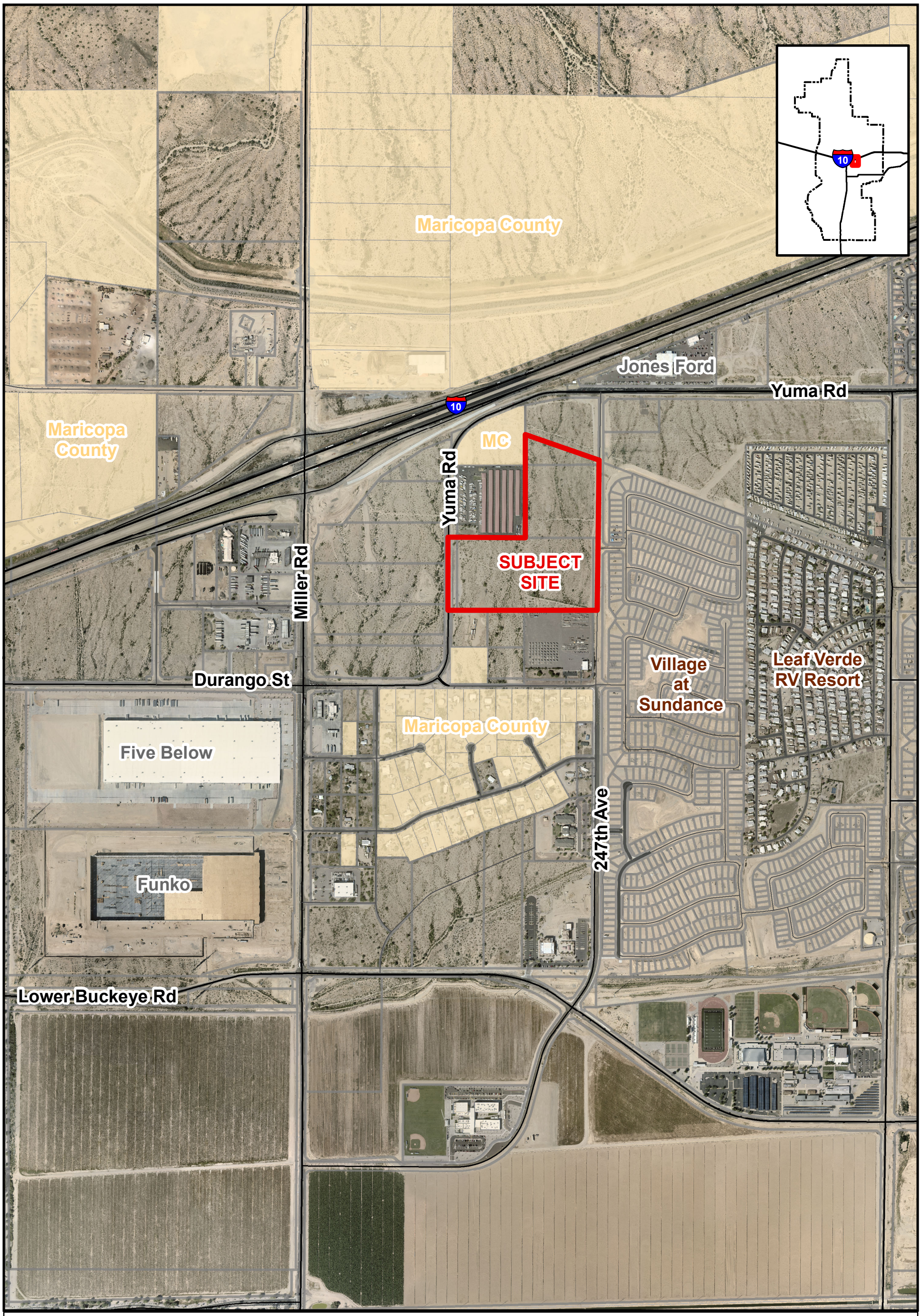
SUMMARY

PROJECT DESCRIPTION:
Property owner and applicant Matthew Kukta with Yuma Road Owner LP is requesting approval of a Final Plat for two parcels totaling 19.8 acres located north of the northeast corner of Yuma Road and Durango Street. The request consists of changing the parcel line between the existing two parcels and dedicating right of way consisting of 65-ft along Yuma Road and 40-ft along 247th Avenue. The existing 40-ft sewer easement located on the northern parcel will be abandoned and moved to the southern parcel.

BENEFITS:
This proposal will create opportunities for a new employment land use in the area.

FUTURE ACTION:
NA

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
PLZS-22-00045 OMP Yuma & 247th Vicinity Map.pdf
PLZS-22-00045 OMP Yuma & 247th Project Narrative.pdf
PLZS-22-00045 OMP Yuma & 247th Final Plat.pdf



VICINITY MAP

PLZS-22-00045
OMP Yuma & 247th Final Plat
City Council District #3

BUCKEYE, AZ

Superior Surveying Services, Inc.

Professional Land Surveying ♦ Arizona ♦ California ♦ Nevada ♦ New Mexico

2122 W. Lone Cactus Drive, Suite 11 ♦ Phoenix, Arizona 85027 David S. Klein, President
Phone: (623)869-0223 ♦ Fax: (623)869-0726
info@superiorsurveying.com

January 30, 2024

Final Plat – Project Narrative OMP Yuma & 247th

Final Plat for "OMP YUMA & 247TH"

Introduction:

Yuma Road Owner LP, submits the Final Plat for the Previosly approved Map of Dedication, Parcel No. 1 recorded in Book 1556 of Maps, Page 31, M.C.R. completed for Q-Panel Lab Products Corporation & APN 504-25-014B located North of Durango Street and between Yuma Road and 247th Avenue. The recorded Parcel No. 1 of the Minor Land Division consists of 19.809 acres – APN 504-63-556A owned by Yuma Road Owner LP and APN 504-25-014B owned by Yuma Road Owner LP.

Proposal:

The developer is seeking a Re-plat of the mentioned Parcel No. 1 and APN 504-25-014B into two (2) separate parcels.

- With this respect, we propose to separate the two parcels by changing the parcel line between the existing parcels.
- The existing North line of Parcel No. 1A will move South 40 feet to align with the South line of the the existing 40 foot sewer easement and to be added to the existing APN 504-25-014B.
- We are abandoning the a portion of the existing 40 foot Sewer Easement lying along the existing South line of APN 504-25-014B and moving it 40 feet South of the North line of Parcel No. 1B.
- We are dedicating to the City the East 65 feet of Yuma Road and the West 40 feet of 247th Avenue for right of way purposes and 8 foot public utility easements along each newley dedicated right of ways.

Surrounging Land Uses:

- The current Zoning of properties is GC, General Commerce District.

Thank you,

Gary B. Fox
Superior Surveying Services, Inc.
2122 W. Lone Cactus Drive, Suite 11
Phoenix, AZ 85027
Phone: 623-869-0223
Fax: 623-869-0726
gary@superiorsurveying.com

5R PLZS-22-00045 RECEIVED JAN 18 2024 WD

FINAL PLAT FOR
"OMP YUMA & 247TH"

A REPLAT OF PARCEL NO. 1 OF THE MINOR LAND DIVISION, RECORDED IN BOOK 1556 OF MAPS, PAGE 31, M.C.R. AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS: THAT YUMA ROAD OWNER LP, A DELAWARE LIMITED PARTNERSHIP, AS OWNER, HAS SUBDIVIDED UNDER THE NAME, FINAL PLAT FOR "OMP YUMA & 247TH", A REPLAT OF PARCEL NO. 1 OF THE MINOR LAND DIVISION, RECORDED IN BOOK 1556 OF MAPS, PAGE 31, M.C.R. AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA. FINAL PLAT FOR "OMP YUMA & 247TH", A SUBDIVISION LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE FINAL PLAT FOR DURANGO STREET & YUMA ROAD AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER 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.

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.
YUMA ROAD OWNER LP, A DELAWARE LIMITED PARTNERSHIP DOES HEREBY (1) RELEASE AND DISCHARGE THE USAF AND THE CITY OF BUCKEYE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF BUCKEYE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES. YUMA ROAD OWNER LP, A DELAWARE LIMITED PARTNERSHIP DOES HEREBY; (1) RELEASE AND DISCHARGE THE CITY OF BUCKEYE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF BUCKEYE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF BUCKEYE. ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHT-OF-WAYS, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF BUCKEYE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY OF BUCKEYE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL ACTION.

THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2023.

YUMA ROAD OWNER LP, A DELAWARE LIMITED PARTNERSHIP

BY : _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

BEFORE ME THIS ___ DAY OF _____, 2024, _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED THEMSELF TO BE _____ OF _____,THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT YUMA ROAD OWNER LP, A DELAWARE LIMITED PARTNERSHIP, AS OWNER, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: _____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

CITY NOTES

1. THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE STATORILY REQUIED SOUND ATTENUATION STANDARDS.

2. THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF BUCKEYE.

3. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF BUCKEYE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE GENERAL PLAN.

4. PURSUANT TO A.R.S. § 42-11102, THE CITY OF BUCKEYE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.

5. THIS SITE CONSISTS OF A TOTAL OF 2 LOTS IN THE GC, GENERAL COMMERCIAL ZONING DISTRICT.

6. OWNER AFFIRMS THAT IT HAS REVIEWED THE REQUIREMENTS OF A.R.S. §§ 9-463.01(J) AND 45-576 AND RELATED REQUIREMENTS REGARDING SUBDIVIDED LANDS AND THE ASSURED WATER SUPPLY PROGRAM, AND AFFIRMS THAT A CERTIFICATE OF ASSURED WATER SUPPLY IS NOT REQUIRED.

7. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION TO BE PLANTED OR BE ALLOWED TO GROW WITHIN ANY DRAINAGE EASEMENT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH EASEMENTS.

8. FINAL PLAT APPROVAL BY THE CITY IS CONDITIONAL AND SUBJECT TO FINANCIAL ASSURANCES BEING IN PLACE FOR ALL IMPROVEMENTS AS SHOWN ON THE APPROVED PLANS. THE CITY WILL NOT RECORD ANY PLATS UNTIL SUCH TIME FINANCIAL ASSURANCES ARE IN PLACE. IF AFTER 180 DAYS FROM CITY COUNCIL APPROVAL THE FINAL PLAT HAS NOT BEEN RECORDED, THEN IT SHALL BE NULL AND VOID. A VALID PRELIMINARY PLAT NEEDS TO BE IN PLACE PRIOR TO APPROVAL OF ANY FINAL PLAT ASSOCIATED WITHIN THE PROJECT IN ACCORDANCE WITH THE DEVELOPMENT CODE. THE SIGNED PLAT WILL NOT BE SUBMITTED TO THE CITY FOR SIGNATURE AND RECORDING UNTIL FINANCIAL ASSURANCES ARE IN PLACE.

9. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND EXCEPT POWER LINES 69KV AND LARGER.

10. IT IS ACKNOWLEDGED THAT THIS PROPERTY WILL BE PART OF A PARKWAY MAINTENANCE IMPROVEMENT DISTRICT (MID) AND STREET LIGHTING IMPROVEMENT DISTRICT (SLID) AT THE TIME THAT IT IS DEVELOPED, IN ACCORDANCE WITH BUCKEYE ORDINANCES 43-05 AND 42-06.C

AREA TABLE

PARCEL NO.	NET AREA	GROSS AREA
PROPOSED PARCEL 1A	769,471 SQ. FEET 17.665 ACRES	836,588 SQ. FEET 19.205 ACRES
PROPOSED PARCEL 1B	569,064 SQ. FEET 13.064 ACRES	600,824 SQ. FEET 13.793 ACRES
TOTAL	1,338,525 SQ. FT. 30.729 ACRES	1,437,412 SQ. FT. 35.998 ACRES

NOTE: NET AREA IS GROSS AREA LESS ANY ROADWAY

REFERENCES

GENERAL LAND OFFICE RECORDS ON FILE WITH THE U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

SUBDIVISION OF "VILLAGE AT SUNDANCE – PARCEL 1" RECORDED IN BOOK 1578 OF MAPS, PAGE 43, MARICOPA COUNTY RECORDS

RESULTS OF SURVEY IN BOOK 638 OF MAPS, PAGE 32, MARICOPA COUNTY RECORDS

MINOR LAND DIVISION IN BOOK 814 OF MAPS, PAGE 45, MARICOPA COUNTY RECORDS

RESULTS OF SURVEY IN BOOK 871 OF MAPS, PAGE 49, MARICOPA COUNTY RECORDS

RESULTS OF SURVEY IN BOOK 1360 OF MAPS, PAGE 38, MARICOPA COUNTY RECORDS

RESULTS OF SURVEY IN BOOK 1370 OF MAPS, PAGE 28, MARICOPA COUNTY RECORDS

MINOR LAND DIVISION IN BOOK 1556 OF MAPS, PAGE 31, MARICOPA COUNTY RECORDS

SPECIAL WARRANTY DEED IN 2021-1373450, MARICOPA COUNTY RECORDS

SPECIAL WARRANTY DEED IN 2021-1373449, MARICOPA COUNTY RECORDS

BASIS OF BEARING

THE BASIS OF BEARING IS THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 17, USING A BEARING OF NORTH 89 DEGREES 50 MINUTES 06 SECONDS WEST, PER THE GEODETIC DENSIFICATION AND CADASTRAL SURVEY, BOOK 638 OF MAPS, PAGE 32, RECORDS OF MARICOPA COUNTY, ARIZONA.

BENCH MARK

THE BENCHMARK USED FOR THIS SURVEY IS THE MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION UNIQUE POINT I.D. 7955 BEING A 3" MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE, LOCATED AT THE INTERSECTION OF DURANGO STREET & MILLER ROAD HAVING AN ELEVATION OF 1,056.83, NAVD88.

SHEET INDEX

SHEET NO. 1 – DEDICATION, ACKNOWLEDGMENT, CERTIFICATION & NOTES

SHEET NO. 2 – LAND DIVISION BOUNDARY MAP & LEGEND

APPROVAL

APPROVED BY THE COUNCIL OF THE CITY OF BUCKEYE ON THIS ___ DAY OF _____, 2024.

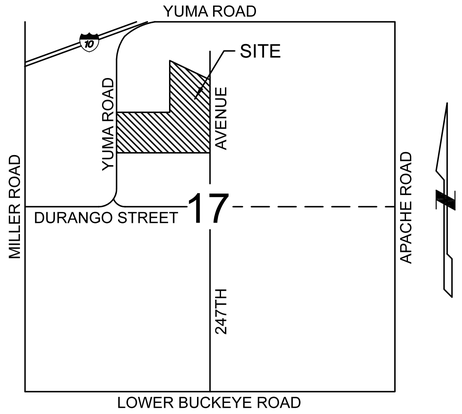
BY: _____
MAYOR

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



VICINITY MAP
NOT TO SCALE

OWNER

CONTACT NAME:
YUMA ROAD OWNER LP, A DELAWARE LIMITED PARTNERSHIP
19700 S VERMONT, SUITE 101, TORRANCE, CA 90502
PHONE NUMBER: (310) 323-9100
FAX NUMBER: (310) 608-7997
EMAIL ADDRESS: mkukta@omprop.com

SURVEYOR

DAVID S. KLEIN, RLS 42137
SUPERIOR SURVEYING SERVICES INC.
2122 W. LONE CACTUS DRIVE, SUITE 11, PHOENIX, AZ 85027
PHONE: (623) 869-0223
FAX: (623) 869-0726
EMAIL ADDRESS: dave@superiorsurveying.com

FLOOD ZONE DESIGNATION

THE PROPERTY IS LOCATED WITHIN AN AREA DESIGNATED AS HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C2115L, WITH A REVISION DATE OF OCTOBER 16, 2013 FOR COMMUNITY NO. 040039, IN THE CITY OF BUCKEYE, COUNTY OF MARICOPA, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

CERTIFICATION

I, DAVID S. KLEIN, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA AND THAT THE SURVEY SHOWN HEREON WAS COMPLETED UNDER MY DIRECT SUPERVISION DURING THE MONTH OF JANUARY, 2024, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE MONUMENTS SHOWN ACTUALLY EXIST.

_____
DAVID S. KLEIN
R.L.S. 42137
SUPERIOR SURVEYING SERVICES INC.
2122 W. LONE CACTUS DRIVE, SUITE 11
PHOENIX, AZ 85027

MANAGING ENGINEERING / SURVEYOR: DAVID S. KLEIN
PROJECT COORDINATOR: GARY B. FOX
DESIGN LAYOUT — DRAFTED: MD — CHECKED: GBF
FIELD SURVEY — DRAFTED: MD — CHECKED: GBF
DRAWING SCALES: SCALE = 1" = 80'

PLAN TYPE: FINAL PLAT

SURVEYOR INFORMATION
SUPERIOR SURVEYING SERVICES, INC.
2122 W. Lone Cactus Drive, Suite 11, Phoenix, AZ 85027
623-869-0223 (office) 623-869-0726 (fax)
www.superiorsurveying.com info@superiorsurveying.com

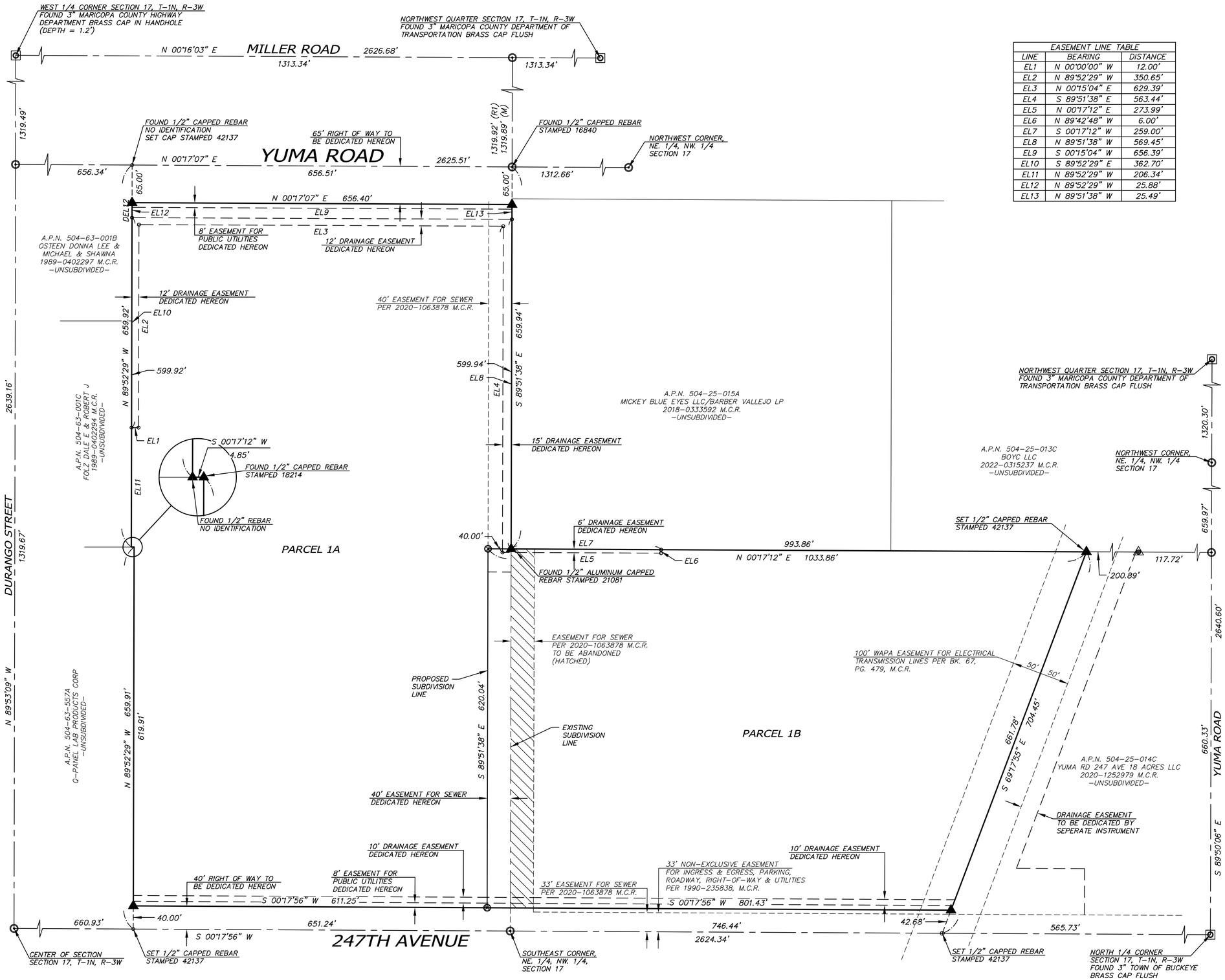
PROJECT: FINAL PLAT FOR "OMP YUMA & 247TH"
COB PROJECT PLAN STICKER

REVISIONS:
1
2
3

COB PERMITTING APPROVED SEAL
COB ENGINEERING APPROVED SEAL
SUBMITTAL:
AS-BUILT SEAL
DESIGN SEAL
REGISTERED LAND SURVEYOR CERTIFICATE NO. 42137 DAVID S. KLEIN 1/18/2024 ARIZONA U.S.A.
COB PLAN TRACKING #
COB PERMIT #

ORIGINAL PLAN DATE: 1/18/2024
LATEST REVISION DATE:
PROJECT NUMBER: 202205075-P
SHEET NUMBER: 1 OF 2

10



EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
EL1	N 00°00'00" W	12.00'
EL2	N 89°52'29" W	350.65'
EL3	N 00°15'04" E	629.39'
EL4	S 89°51'38" E	563.44'
EL5	N 00°17'12" E	273.99'
EL6	N 89°42'48" W	6.00'
EL7	S 00°17'12" W	259.00'
EL8	N 89°51'38" W	569.45'
EL9	S 00°15'04" W	656.39'
EL10	S 89°52'29" E	362.70'
EL11	N 89°52'29" W	206.34'
EL12	N 89°52'29" W	25.88'
EL13	N 89°51'38" W	25.49'

LEGEND

- BOUNDARY LINE
- CENTER LINE OR MONUMENT LINE
- INDICATES SUBDIVISION CORNER FOUND OR SET AS NOTED
- FOUND 1/2" CAPPED REBAR STAMPED 42137
- CALCULATED POSITION NO MONUMENT FOUND OR SET (UNLESS OTHERWISE NOTED)
- A.P.N. ASSESSORS PARCEL NUMBER
- M.C.R. MARICOPA COUNTY RECORDS
- R/W RIGHT OF WAY
- BK. BOOK
- PG. PAGE

80 40 0 80 160 240

SCALE IN FEET

SCALE : 1" = 80'

SUPERIOR SURVEYING SERVICES, INC.

2122 W. Lone Cactus Drive, Suite 11, Phoenix, AZ 85027
623-869-0223 (office) 623-869-0726 (fax)
www.superiorsurveying.com info@superiorsurveying.com

REVISIONS:

1

2

3

PLAN NAME

FINAL PLAT FOR
"OMP YUMA & 247TH"

ENGINEER INFORMATION

COB PERMITTING APPROVED SEAL

COB ENGINEERING APPROVED SEAL

AS-BUILT SEAL

DESIGN SEAL

REGISTERED LAND SURVEYOR CERTIFICATE NO. 42137 DAVID S. KLEIN Date Signed 1/18/2024 ARIZONA, U.S.A.

ORIGINAL PLAN DATE
1/18/2024

LATEST REVISION DATE

PROJECT NUMBER
202205075-P

SHEET NUMBER
2 OF 2

SUBMITTAL:

COB PLAN TRACKING #

COB PERMIT #

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/20/24	**AGENDA ITEM:** 4.B. DS - Roosevelt Commons - Minor Subdivision - PLZS-23-00003
DATE PREPARED: 02/16/24	**DISTRICT NO.:** Council District 6
STAFF LIAISON: Bart Wingard, Principal Planner, hwingard@buckeyeaz.gov, (623) 349-6207	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on a Minor Subdivision for Roosevelt Commons, generally located on the southwest corner of Verrado Way and Roosevelt Street.

SUMMARY

PROJECT DESCRIPTION:
The applicant, Dominic Ghaby of SimonCRE Summit III, on behalf of Geddes Capitol Resources, has requested approval of a 15.45-acre Minor Subdivision for the multi-tenant commercial development known as Roosevelt Commons, generally located on the southwest corner of Verrado Way and Roosevelt Street. The subdivision request establishes two (2) developable lots, public utility easements, and roadway easements.

BENEFITS:
The proposed minor subdivision will provide the easements and dedication of right-of-way that are necessary to move forward with infrastructure improvements in the area.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Exhibit A - PLZS-23-00003 - Roosevelt Commons - Vicinity Map.pdf
Exhibit B - PLZS-23-00003 - Roosevelt Commons - MLD - Narrative.pdf
Exhibit C - PLZS-23-00003 - Roosevelt Commons - MLD - Minor Subdivision.pdf



VICINITY MAP

PLZS-23-00003
Roosevelt Commons
City Council District 2

BUCKEYE, AZ

N
W E
S

Attn. Development Services Department
City of Buckeye, Arizona
530 East Monroe Avenue
Buckeye, AZ 85326

Re: MINOR SUBDIVISION – ROOSEVELT COMMONS RETAIL CENTER

To Whom It May Concern:

On behalf of SimonCRE Summit III, LLC, we are submitting a Minor Subdivision for our Roosevelt Commons retail center that is currently under review.

LOT AREA TABLE		
LOT	SQUARE FEET +/-	ACRES +/-
1	525,694	12.068
2	109,262	2.508
3	33,563	0.770
Right-of-Way	13,387	0.307
TOTAL	681,906	15.653

As always, we appreciate your time, consideration, and communication during this process, and we look forward to collaborating further with the City of Buckeye.

Please let us know if you have any questions or need any additional information to complete your review.

Thank you,

Dominic Ghaby
Senior Development Associate
SimonCRE Summit III, LLC
dominic.ghaby@simoncre.com
(480) 745-2701

4R PLZS-23-00003 RECEIVED DEC 28 2023 WD

MINOR SUBDIVISION PLAT
FOR
ROOSEVELT COMMONS

A REPLAT OF A PORTION OF LOT 1 OF THE MINOR LAND DIVISION OF ROOSEVELT STREET & VERRADO WAY AS RECORDED IN BOOK 1609 OF MAPS, PAGE 16, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING A PORTION OF LAND LOCATED IN THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 1 , TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS: THAT SIMONCRE SUMMIT III, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND VERRADO HOSPITALITY, LLC, A SOUTH DAKOTA LIMITED LIABILITY COMPANY, AS OWNERS, HEREBY PUBLISH THIS MINOR SUBDIVISION PLAT FOR ROOSEVELT COMMONS, A REPLAT OF LOT 1 OF THE MINOR LAND DIVISION OF ROOSEVELT STREET & VERRADO WAY AS RECORDED IN BOOK 1609 OF MAPS, PAGE 16, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA. AND HEREBY DECLARES THAT SAID MINOR SUBDIVISION PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, STREET AND EASEMENT CONSTITUTING SAME AND THAT EACH LOT, STREET AND EASEMENT SHALL BE KNOWN BY THE NAME GIVEN EACH RESPECTIVELY IN SAID MINOR SUBDIVISION MAP.

SIMONCRE SUMMIT III, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND VERRADO HOSPITALITY, LLC, A SOUTH DAKOTA LIMITED LIABILITY COMPANY, AS OWNERS, HEREBY DEDICATE TO THE CITY OF BUCKEYE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAYS AS SHOWN ON THE PLAT.

SIMONCRE SUMMIT III, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND VERRADO HOSPITALITY, LLC, A SOUTH DAKOTA LIMITED LIABILITY COMPANY, AS OWNERS, HEREBY GRANT TO THE CITY OF BUCKEYE A NON-EXCLUSIVE EASEMENT, OVER, UPON AND ACROSS THE AREAS DESIGNATED AS ROADWAY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING AND REPAIRING AND UTILIZING STREETS AS PER THE CITY OF BUCKEYE ENGINEERING DESIGN STANDARDS.

SIMONCRE SUMMIT III, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND VERRADO HOSPITALITY, LLC, A SOUTH DAKOTA LIMITED LIABILITY COMPANY, AS OWNERS, HEREBY GRANT 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.

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE OWNERS.

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.

OWNERS HEREBY GRANT TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO; THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

OWNERS DO HEREBY (1) RELEASES AND DISCHARGES THE USAF AND THE CITY OF BUCKEYE AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF BUCKEYE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME ON THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNERS AND THEIR HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

SIMONCRE SUMMIT III, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND VERRADO HOSPITALITY, LLC, A SOUTH DAKOTA LIMITED LIABILITY COMPANY, AS OWNERS, DO HEREBY; (1) RELEASE AND DISCHARGE THE CITY OF BUCKEYE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF BUCKEYE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS MAP OF DEDICATION UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS MAP OF DEDICATION SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNERS/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF BUCKEYE.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNERS WITHIN THE PUBLIC RIGHT-OF-WAYS, OR EASEMENTS HEREBY DEDICATED TO THE CITY OF BUCKEYE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNERS TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY OF BUCKEYE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

AN ACCES EASEMENT IS HEREBY GRANTED FOR THE USE AND BENEFIT OF LOT 2 OF THE MINOR LAND DIVISION AS RECORDED IN BOOK 1609, PAGE 16, RECORDS OF MARICOPA COUNTY, FOR THE PURPOSE OF INGRESS AND EGRESS OF NON COMMERCIAL VEHICLES, THE DRIVE AISLE AT THE NORTHWEST CORNER OF THIS SUBDIVISION SHALL REMAIN OPEN TO SAID LOT 2 FOR THIS USE.

THE EASEMENTS GRANTED WITHIN THIS DEDICATION IS PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS MAP OF DEDICATION OR ANY PARCEL OR LOT THEREOF.

IN WITNESS WHEREOF:

ON THIS DAY THE _____DAY OF _____, 2023,

SIMONCRE SUMMIT III, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED THEIR NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED DULY AUTHORIZED OFFICER.

SIMONCRE SUMMIT III, LLC, AN ARIZONA LIMITED LIABILITY COMPANY,

BY: _____

NAME: _____

ITS: _____

IN WITNESS WHEREOF:

ON THIS DAY THE _____DAY OF _____, 2023,

VERRADO HOSPITALITY, LLC, A SOUTH DAKOTA LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED THEIR NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED DULY AUTHORIZED OFFICER.

VERRADO HOSPITALITY, LLC, A SOUTH DAKOTA LIMITED LIABILITY COMPANY,

BY: _____

NAME: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS, THE _____ DAY OF _____, 2023, BEFORE ME,

PERSONALLY APPEARED _____ ,

WHOSE IDENTITY WAS PROVEN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO HE OR SHE CLAIMS TO BE, AND ACKNOWLEDGED THAT HE OR SHE SIGNED THE ABOVE ATTACHED DOCUMENT.

WITNESS MY HAND AND OFFICIAL SEAL

_____ _____
SEAL NOTARY PUBLIC

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS, THE _____ DAY OF _____, 2023, BEFORE ME,

PERSONALLY APPEARED _____ ,

WHOSE IDENTITY WAS PROVEN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO HE OR SHE CLAIMS TO BE, AND ACKNOWLEDGED THAT HE OR SHE SIGNED THE ABOVE ATTACHED DOCUMENT.

WITNESS MY HAND AND OFFICIAL SEAL

_____ _____
SEAL NOTARY PUBLIC

NOTES

1. THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE STATORILY REQUIRED SOUND ATTENUATION STANDARDS.
2. THIS SITE CONSIST OF A TOTAL OF 3 LOTS IN THE BUSINESS PARK ZONING DISTRICT
3. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF BUCKEYE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE GENERAL PLAN.
4. PURSUANT TO A.R.S. § 42-11102, THE CITY OF BUCKEYE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
5. THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF BUCKEYE.
6. FINAL PLAT APPROVAL BY THE CITY IS CONDITIONAL AND SUBJECT TO FINANCIAL ASSURANCES BEING IN PLACE FOR ALL IMPROVEMENTS AS SHOWN ON THE APPROVED PLANS. THE CITY WILL NOT RECORD ANY PLATS UNTIL SUCH TIME FINANCIAL ASSURANCES ARE IN PLACE. IF AFTER 180 DAYS FROM CITY COUNCIL APPROVAL THE FINAL PLAT HAS NOT BEEN RECORDED, THEN IT SHALL BE NULL AND VOID. A VALID PRELIMINARY PLAT NEEDS TO BE IN PLACE PRIOR TO APPROVAL OF ANY FINAL PLAT ASSOCIATED WITHIN THE PROJECT IN ACCORDANCE WITH THE DEVELOPMENT CODE. THE SIGNED PLAT WILL NOT BE SUBMITTED TO THE CITY FOR SIGNATURE AND RECORDING UNTIL FINANCIAL ASSURANCES ARE IN PLACE.
7. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND EXCEPT POWER LINES 69KV AND LARGER.
8. AN ACCESS EASEMENT IS HEREBY GRANTED FOR THE USE AND BENEFIT OF LOT 2 OF THE MINOR LAND DIVISION AS RECORDED IN BOOK 1609, PAGE 16, M.C.R. FOR THE PURPOSE OF INGRESS AND EGRESS OF NON COMMERCIAL VEHICLES. THE DRIVE AISLE AT THE NORTHWEST CORNER OF THIS SUBDIVISION SHALL REMAIN OPEN TO SAID LOT 2 FOR THIS USE.
9. IT IS ACKNOWLEDGED THAT THIS PROPERTY WILL BE PART OF A STREET LIGHT IMPROVEMENT DISTRICT (SLID) AT THE TIME THAT IT IS DEVELOPED, IN ACCORDANCE WITH BUCKEYE ORDINANCE 43-05 AND 42-06.
10. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION TO BE PLATED OR BE ALLOWED TO GROW WITHIN ANY DRAINAGE EASEMENT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH EASEMENTS.

FLOOD ZONE DESIGNATION

THE PROPERTY IS LOCATED WITHIN AN AREA DESIGNATED AS HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C-2110L, WITH A REVISION DATE OF OCTOBER 16, 2013 FOR COMMUNITY NO. 040039, IN THE CITY OF BUCKEYE, COUNTY OF MARICOPA, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

ZONE "X (SHADED)":
AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

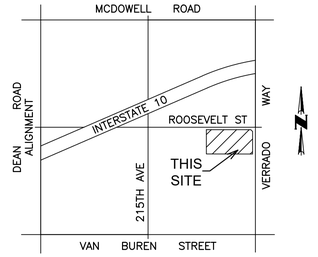
LENDER

OPCO CREDIT BUCKEYE, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY:_____ DATE: _____

NAME: _____ TITLE:_____

COUNTY RECORDER



VICINITY MAP
(NOT-TO-SCALE)

SHEET INDEX

1. COVER SHEET
2. PLAT MAP

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 00°26'05" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, ACCORDING TO BOOK 1100 OF MAPS, PAGE 17, MARICOPA COUNTY RECORDS.

SURVEYOR

COE & VAN LOO CONSULTANTS, INC.
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602)-264-6831
CONTACT: RICHARD G. ALCOCER, RLS
E-MAIL: CVLSURVEY@CVLCI.COM

LENDER

OPCO CREDIT BUCKEYE, LLC
530 B STREET, SUITE 2050
SAN DIEGO, CALIFORNIA 92101
PHONE:
CONTACT: JOSHUA VOLEN
E-MAIL:

OWNER (LOT 1)

SIMONCRE SUMMIT III, LLC
6900 E. 2ND STREET
SCOTTSDALE, ARIZONA 85251
PHONE:
CONTACT:
E-MAIL:

OWNER (LOT 2)

VERRADO HOSPITALITY, LLC
ADDRESS: 720 ENTERPRISE STREET NORTH
ABERDEEN, SOUTH DAKOTA 57401
PHONE:
CONTACT: JEFF STOCKERT
E-MAIL:

CERTIFICATION

I, RICHARD G. ALCOCER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CONSISTING OF THREE (3) SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF SEPTEMBER, 2022, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

ARIZONA REGISTERED LAND SURVEYOR #33851

BY:_____

RICHARD G. ALCOCER

APPROVAL

APPROVED BY THE COUNCIL OF THE CITY OF BUCKEYE ON THIS _____ DAY OF _____2023.

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

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

MANAGING ENGINEERING / SURVEYOR
PROJECT COORDINATOR
DESIGN LAYOUT: CVL | DRAFTED: CVL | CHECKED: CVL
FIELD SURVEY | DRAFTED | CHECKED
DRAWING SCALES: AS NOTED

PLAN TYPE: MINOR SUBDIVISION

ENGINEER INFORMATION:
COE & VAN LOO CONSULTANTS, INC
PLANNING ENGINEERING LANDSCAPE ARCHITECTURE
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
TELEPHONE (602) 264-6831

PROJECT: ROOSEVELT COMMONS

COB PROJECT PLAN STICKER

REVISIONS:
1
2
3

COB PERMITTING APPROVED SEAL
COB ENGINEERING APPROVED SEAL
SUBMITTAL:

AS-BUILT SEAL
DESIGN SEAL
Registered Land Surveyor CERTIFICATE NO. 33851 RICHARD G. ALCOCER 12-14-22 Date Signed
EXPIRES 06/30/26

ORIGINAL PLAN DATE: 12-30-2022
LATEST REVISION DATE:
PROJECT NUMBER: CVL: 01-0119415
SHEET NUMBER: 1 OF 3
COB PLAN TRACKING #:
COB PERMIT #: PLZM-23-00003

Printed By: **Dominique** Print Date: **December 14, 2023** Filename: N:\01\0119415\CADD\East Parcel\DS FPLAT.dwg

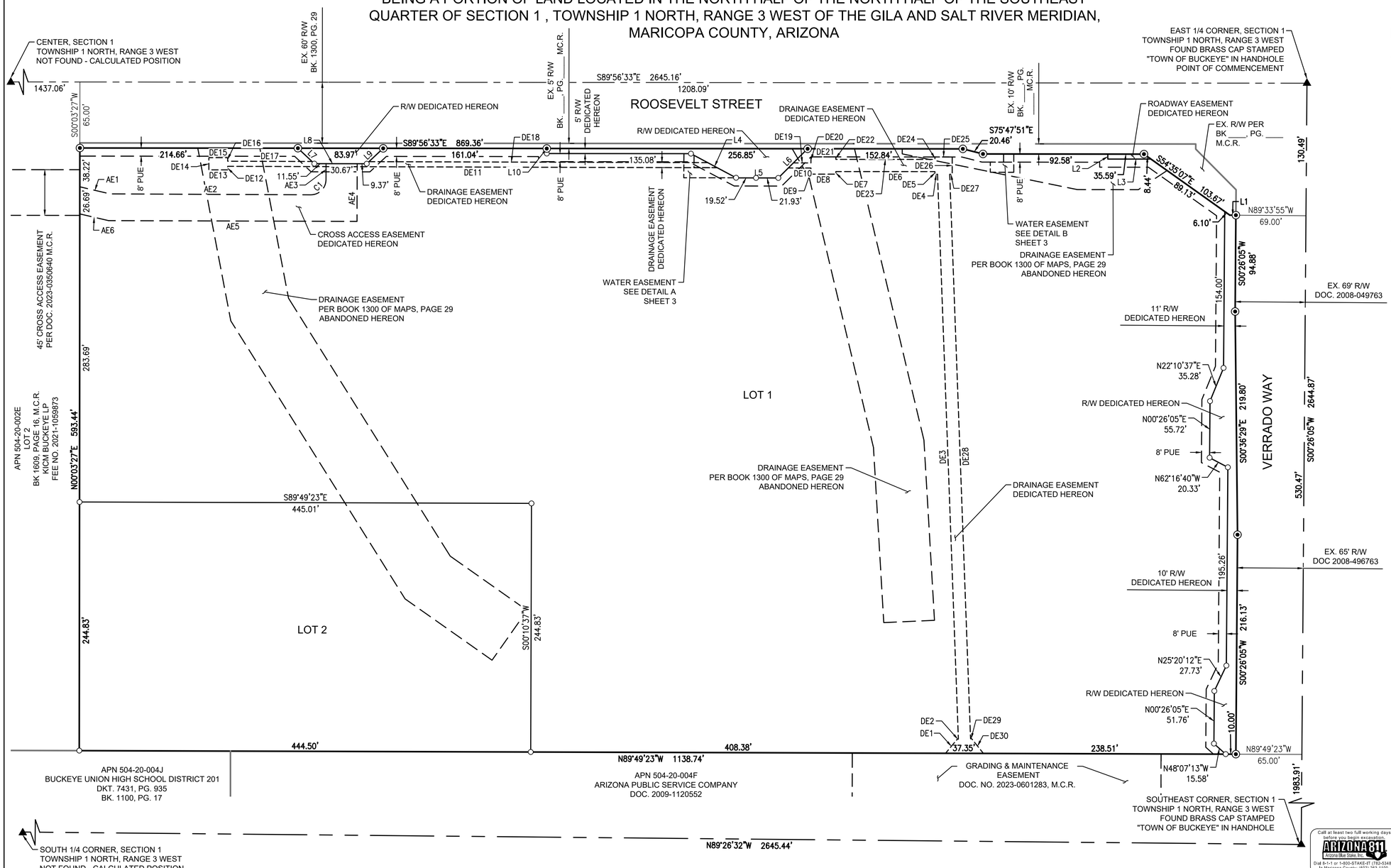
MINOR SUBDIVISION PLAT
FOR
ROOSEVELT COMMONS

A REPLAT OF A PORTION OF LOT 1 OF THE MINOR LAND DIVISION OF ROOSEVELT STREET & VERRADO WAY AS RECORDED IN BOOK 1609 OF MAPS, PAGE 16, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING A PORTION OF LAND LOCATED IN THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 1 , TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

LAND USE TABLE		
LAND USE AREAS	SQUARE FEET	ACRES
LOT 1	552,293	12.679
LOT 2	108,890	2.500
RIGHT–OF–WAY	11,825	0.271
TOTAL GROSS AREA	673,008	15.450

50' 25' 0 50'
SCALE: 1" = 50'

COUNTY RECORDER



LEGEND

- SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
- CORNER OF SUBDIVISION - SET BRASS CAP UPON COMPLETION OF JOB PER M.A.G. STD. DTL. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
- CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD. DTL. 120, TYPE "C" - MODIFIED (UNLESS OTHERWISE NOTED)
- BOUNDARY LINE
- MID-SECTION LINE
- LOT LINE
- CENTERLINE
- EASEMENT

P.U.E.	PUBLIC UTILITY EASEMENT
AC.	ACRES
R/W	RIGHT-OF-WAY
EX.	EXISTING
M.C.R.	MARICOPA COUNTY RECORDER
DOC. NO.	DOCUMENT NUMBER
ESMT.	EASEMENT

REVISIONS:

PLAN NAME
MINOR SUBDIVISION PLAT
FOR ROOSEVELT COMMONS

ENGINEER INFORMATION
COE AND VAN LOO II L.L.C.
PLANNING ENGINEERING LANDSCAPE ARCHITECTURE
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
TELEPHONE (602) 264-6831

SUBMITTAL: 4TH SUBMITTAL

COB PERMITTING APPROVED SEAL	COB ENGINEERING APPROVED SEAL
AS-BUILT SEAL	DESIGN SEAL

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
12-14-22
ARIZONA U.S.A.
EXPIRES 06/30/26

ORIGINAL PLAN DATE	LATEST REVISION DATE
12-30-22	
PROJECT NUMBER	SHEET NUMBER
CVL: 01-0119415	2 OF 3

COB PLAN TRACKING #
COB PERMIT # PLZM-23-00003

MINOR SUBDIVISION PLAT
FOR
ROOSEVELT COMMONS

A REPLAT OF A PORTION OF LOT 1 OF THE MINOR LAND DIVISION OF ROOSEVELT STREET & VERRADO WAY AS RECORDED IN BOOK 1609 OF MAPS, PAGE 16, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING A PORTION OF LAND LOCATED IN THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 1 , TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

COUNTY RECORDER

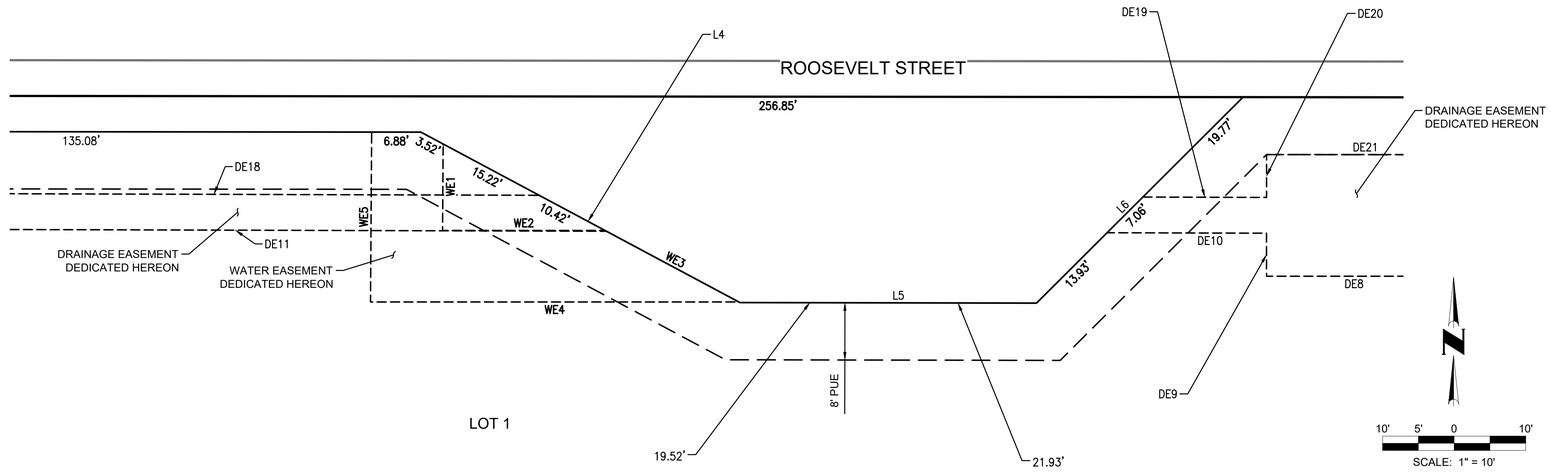
LINE TABLE		
NO.	BEARING	LENGTH
L1	S89°33'55"E	6.00'
L2	S00°03'06"W	4.89'
L3	S89°56'54"E	42.47'
L4	N61°52'53"W	50.55'
L5	N89°53'24"W	41.45'
L6	S45°04'31"W	40.76'
L7	S46°44'05"E	22.22'
L8	S89°56'33"E	51.58'
L9	N46°50'36"E	22.22'
L10	N00°00'00"E	5.00'

ACCESS EASEMENT LINE TABLE		
NO.	BEARING	LENGTH
AE1	S76°50'35"E	30.63'
AE2	S89°43'33"E	197.51'
AE3	N00°10'37"E	15.73'
AE4	S00°10'37"W	56.79'
AE5	N89°49'23"W	244.68'
AE6	S76°50'35"E	29.03'

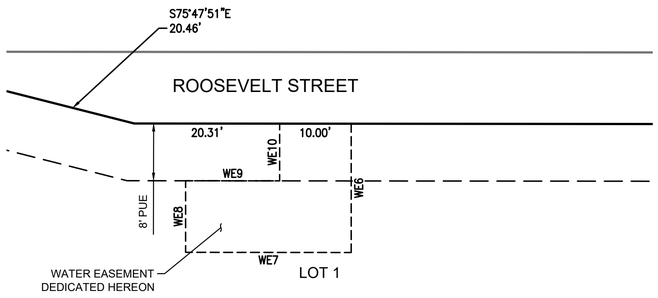
WATER EASEMENT LINE TABLE		
NO.	BEARING	LENGTH
WE1	S00°23'23"W	12.08'
WE2	N90°00'00"E	22.69'
WE3	S61°52'53"E	21.22'
WE4	N90°00'00"W	51.48'
WE5	N00°23'23"E	23.75'
WE6	S00°00'00"E	18.00'
WE7	N89°56'33"W	23.14'
WE8	N00°00'00"E	10.00'
WE9	S89°56'33"E	13.14'
WE10	N00°00'00"E	8.00'

DRAINAGE EASEMENT LINE TABLE		
NO.	BEARING	LENGTH
DE1	N39°52'18"E	18.10'
DE2	N88°07'06"E	1.06'
DE3	N02°06'52"W	556.68'
DE4	N90°00'00"W	2.54'
DE5	N00°00'00"E	2.64'
DE6	S89°58'59"W	97.56'
DE7	S00°00'00"E	2.51'
DE8	N90°00'00"W	24.50'
DE9	N00°04'12"W	6.01'
DE10	N89°49'54"W	22.27'
DE11	N89°49'54"W	482.05'
DE12	S00°00'00"E	3.50'
DE13	N90°00'00"W	18.50'
DE14	N00°00'00"E	12.00'
DE15	N90°00'00"E	18.50'
DE16	S00°00'00"E	3.50'
DE17	S89°49'54"E	83.03'
DE18	S89°49'54"E	333.56'
DE19	S89°49'54"E	17.29'
DE20	N00°04'13"W	5.99'
DE21	N90°00'00"E	24.50'
DE22	S00°00'00"E	2.49'
DE23	N89°58'59"E	97.56'
DE24	N00°00'00"E	2.36'
DE25	N90°00'00"E	17.00'
DE26	S00°00'00"E	17.00'
DE27	N90°00'00"W	2.45'
DE28	S02°06'52"E	556.28'
DE29	N88°07'06"E	1.07'
DE30	S38°45'30"E	18.56'

ACESS EASEMENT CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	23.56'	15.00'	090°00'00"	15.00	21.21	N45°10'37"E



DETAIL "A"



DETAIL "B"

Call at least two full working days before you begin excavation. ARIZONA 811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County: (602) 263-1100

REVISIONS:

PLAN NAME
MINOR SUBDIVISION PLAT
FOR ROOSEVELT COMMONS

ENGINEER INFORMATION
COE AND VAN LOO II L.L.C.
PLANNING. ENGINEERING. LANDSCAPE ARCHITECTURE
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
TELEPHONE (602) 264-6831

COB PERMITTING APPROVED SEAL

COB ENGINEERING APPROVED SEAL

AS-BUILT SEAL

DESIGN SEAL
Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Date Signed: 12-14-23
ARIZONA U.S.A.
EXPIRES 06/30/28

SUBMITTAL: 4TH SUBMITTAL

ORIGINAL PLAN DATE	LATEST REVISION DATE
12-30-22	
PROJECT NUMBER	SHEET NUMBER
CVL: 01-0119415	3 OF 3

COB PLAN TRACKING #

COB PERMIT # PLZM-23-00003

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/20/24	**AGENDA ITEM:** 4.C. DS-Verrado Way Phase 4 - Map of Dedication - PLZV-22-00008
DATE PREPARED: 02/16/24	**DISTRICT NO.:** 6
STAFF LIAISON: Sean Banda, Senior Planner, sbanda@buckeyeaz.gov, (623) 349-6215	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on a Map of Dedication (MOD) for a section of Verrado Way from Canyon Vista Road to Foothills Drive within the Verrado Victory District.

SUMMARY

PROJECT DESCRIPTION:
The applicant is requesting a Map of Dedication (MOD) to dedicate additional right-of-way along a section of Verrado Way from Canyon Vista Road to Foothills Drive. This dedication will result in additional right of way for Verrado Way, Canyon Vista Road, and Foothills Drive, and will provide a secondary access to Verrado Victory District Phase 9 and 10. By dedicating additional right-of-way, this MOD will improve circulation in the Verrado Victory District and, specifically, provide better access for the residents in Verrado Victory Phase 9 and 10. This MOD is requested by Dave Nilsen of Verrado ARC, LLC.

BENEFITS:
This MOD will dedicate sufficient right-of-way to accommodate expansion of the Victory District.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
PLZV-22-00008-Verrado Way Phase 4 MOD -Vicinity Map.pdf
PLZV-22-00008 - Verrado Way Phase 4 - Narrative.pdf
PLZV-22-00008 Verrado Way Phase 4 - MOD.pdf



BUCKEYE, AZ

While every effort has been made to ensure the accuracy of this information, the City of Buckeye makes no warranty, expressed or implied, as to its absolute accuracy and expressly disclaims liability for the accuracy thereof.

Vicinity Map

PLZV-22-00008
Verrado Way Phase 4 - MOD
City Council Distrcit #6

0 0.15 0.3 0.6 Miles

N

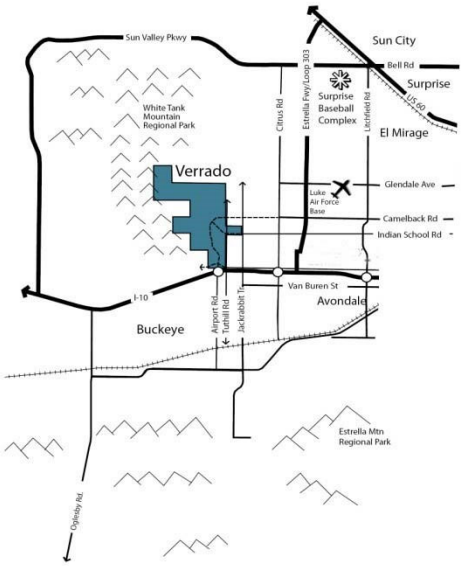
Verrado® Victory District

Map of Dedication
For
Verrado Way – Canyon Vista Road to Foothills Drive
Narrative
(April 2022)

<u>Background</u>

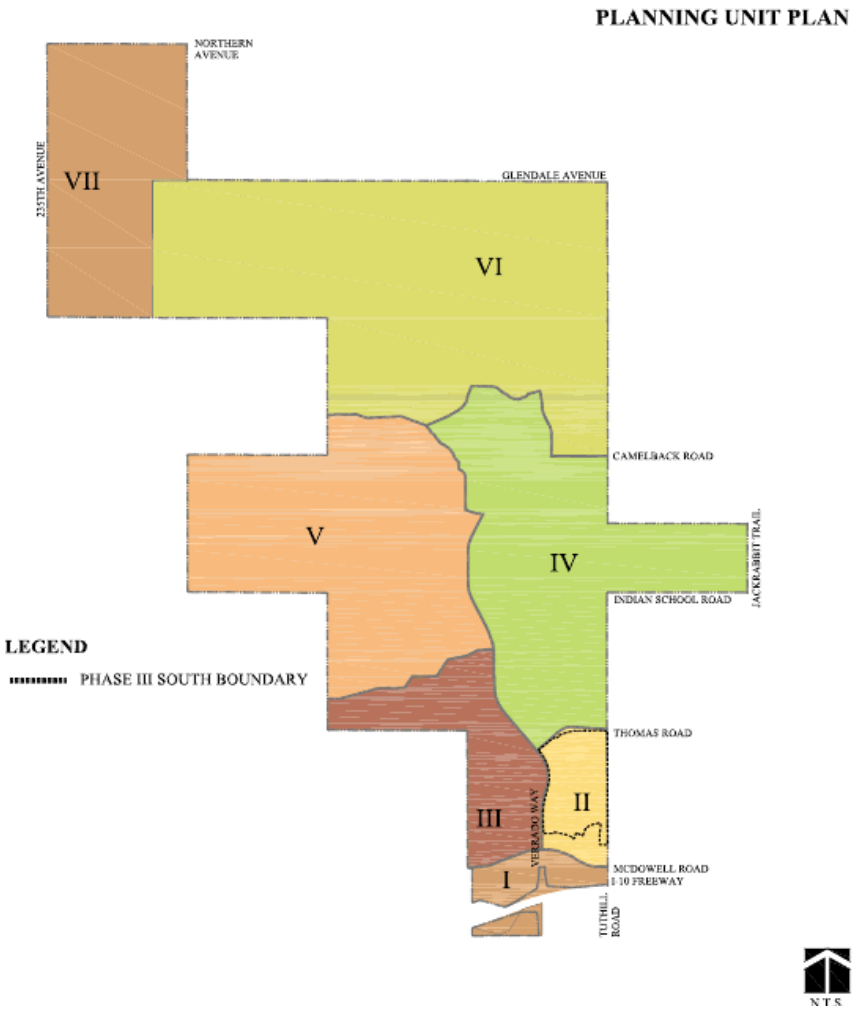
Verrado is an 8,816 acre master planned community located north and south of I-10 and east and west of Verrado Way ("Verrado") as shown on ***Exhibit A***. In 1999, the City of Buckeye (the "City") approved the Pre-Annexation and Development Agreement (the "PADA") and the Community Master Plan ("CMP"), both of which provide the planning and zoning entitlement framework for Verrado.

Exhibit A



In 2004, the City approved an amendment to the CMP that added an additional sixteen (16) acres to the entitlements. The CMP, as amended, allows for a maximum of 14,080 residential dwelling units, 4,234,550 square feet of commercial/mixed use and 1,000 resort rooms. A Land Use Budget allocates these densities/intensities throughout the 8,816 acre property into seven (7) Planning Units as depicted in ***Exhibit B***.

Exhibit B

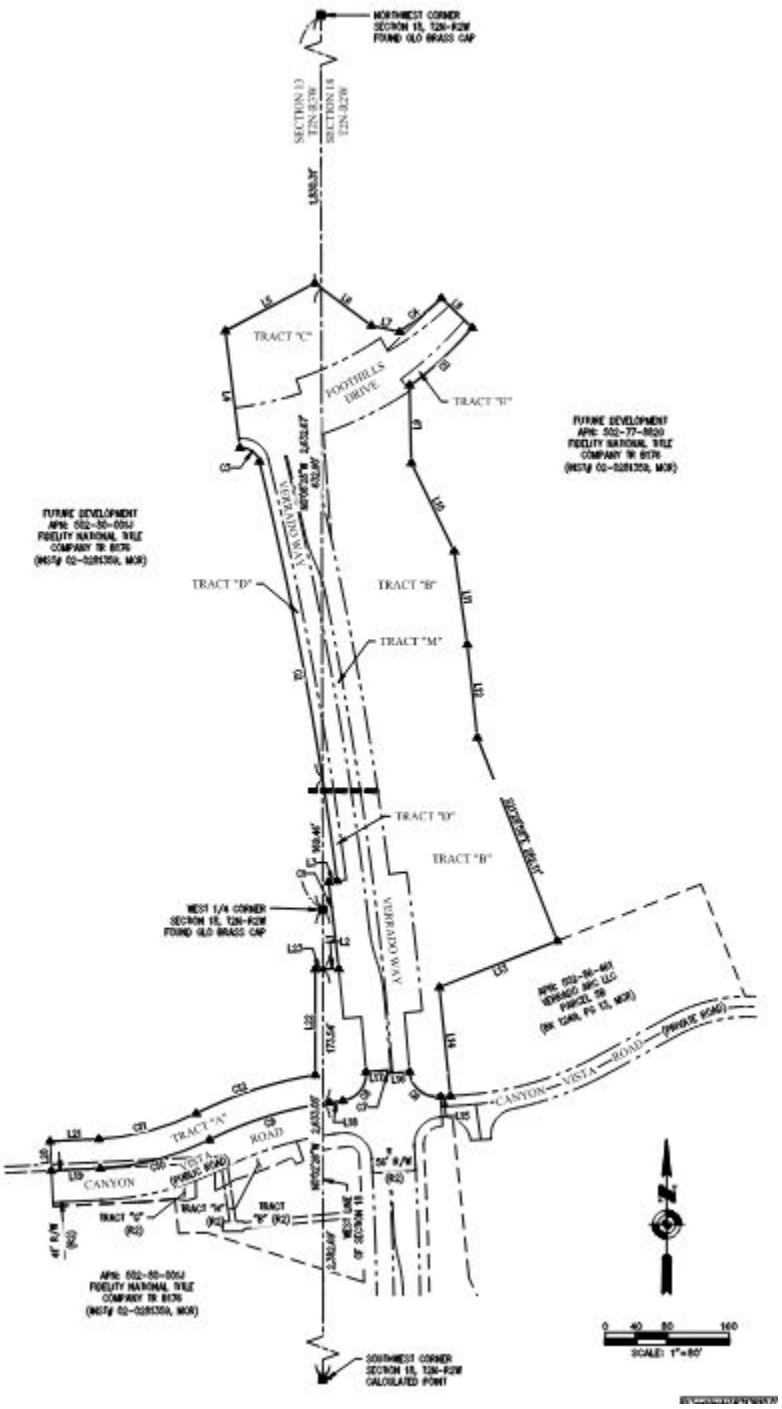


Description of Request

The purpose of this submittal is to request the approval of the Map of Dedication for Verrado Way – Canyon Vista Road to Foothills Drive of the Verrado Victory District ("Victory"). The proposed Map of Dedication dedicates additional right of way for Verrado Way from Canyon Vista Road up to the "T"- Intersection of Foothills Drive. This Map of Dedication provides secondary access to Victory Phase 9 and 10. Additionally, the Map of

Dedication creates tracts for drainage, path/trail, and concrete sidewalks. The Map of Dedication encompasses an area of approximately 5.5 acres, as shown on ***Exhibit C***.

Exhibit C



Background Victory District

The Victory District is in the area northern portions of Verrado located north of Indian School Road. Victory is an area in Verrado that is exclusively for active adults. This represents a unique opportunity to create a convergence of complementary lifestyles which will add to the diversity and charm of Verrado. The Victory District has been planned with an emphasis on the following features:

1. Connectivity/Exclusivity in Balance
2. Emphasis on a safe and connected path and trail system within Victory which connects to Verrado and adjacent regional parks
3. Public play Golf Course
4. Age-Restricted Community Center which will be the hub of Victory and include uses such as a fitness center, pools, multi-purpose gathering spaces, kitchen, outdoor gathering spaces, tennis, pickleball and bocce courts and other such uses
5. Lifestyle programming

Consistent with planning for Verrado, DMB has conducted a significant amount of analysis and study on active adult communities with the goal of creating a place that will meet the needs of the active adult population, but also which will seamlessly blend into the community of Verrado. While Victory will have its own personality and qualities, separate and apart from the rest of Verrado, it will complement and blend so as to create the sense that you are still in the same place and that the community has developed organically over many years and phases. It will also be a place where all types of housing are available and individuals can live here from the first time homebuyer, to families to older adults.

Current Site Conditions

The Property has been previously disturbed and a portion of the area is currently being used for access the existing towers.

Current General Plan Designation

The entire 8,816 Verrado property is designated as *Master Planned Community* in the City of Buckeye General Plan (ratified by voters May 20, 2008) as shown in ***Exhibit D***. Additionally, portions of the Verrado property are show as Floodway Transition Areas. The updated

Planning Unit Drainage Plan and Update to the Master Drainage Plan submittal addresses any drainage issues related to this land use designation.

Exhibit D



Current Zoning Designation

Verrado is zoned Planned Community District ("PC") with an approved CMP and PADA as noted above. The CMP identifies several Development Options, which specify allowed uses and development criteria.

Planning Unit Plans

The CMP requires that a Planning Unit Environmental Design Plan ("PUEDP") be approved by the Planning Director. The purpose of the PUEDP is to provide more specificity in terms of generalized character of the area to be developed. The PUEDP addresses site conditions, paths and trails, public facilities, landscaping themes, signage, and lighting. Additionally, plans for drainage, water, sewer and transportation will be submitted concurrently with the final plats to ensure compliance with CMP requirements. A PUEDP for Victory has been approved.

The Victory District is located within two (2) planning units including Planning Units IV and VI.

Water Management Plan

EPCOR Water[1] is the water service provider for Verrado. Zone 4 and 5 water lines are being extended from the intersection of Canyon Vista Road and Verrado Way to Foothills Drive. These water lines will provide water service to Victory Phase 9 and 10, along with future development west of Verrado Way.

Wastewater Management Plan

EPCOR Water is also the wastewater service provider for Verrado. An eight (8) inch sewer line is being extended north of the intersection of Canyon Vista Drive and Verrado Way to provide service for the development west of Verrado Way.

Fire & Police Protection

Fire, Police and emergency services are provided by the City. The Verrado Fire Station 703 is located approximately 2½ miles to the south of the Property at 2582 North Verrado Way. Station 703 is a joint fire/police station that was partially funded by Verrado through the donation of land as well as cash donation as specified in the PADA.

[1] EPCOR is a private utility provider service to Verrado and other areas in Maricopa County.

3R PLZV-22-00008 RECEIVED DEC 05 2023 AL

MAP OF DEDICATION
FOR
"VERRADO WAY - CANYON VISTA ROAD TO FOOTHILLS DRIVE"

A RE-PLAT OF TRACT D OF THE FINAL PLAT FOR "VERRADO WAY - VICTORY BLVD TO CANYON VISTA ROAD", RECORDED IN BOOK 1689, PAGE 21, MCR AND A PORTION OF LAND SITUATED IN SECTION 13, TOWNSHIP 2 NORTH, RANGE 3 WEST AND SECTION 18, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, CITY OF BUCKEYE, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS:

THAT FIDELITY NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, ACTING NOT IN ITS CORPORATE CAPACITY, AND BUT SOLELY AS TRUSTEE UNDER ITS TRUST NO. B176 ("TRUSTEE"), AS OWNER OF THE LAND DESCRIBED HEREIN, HAS SUBDIVIDED UNDER THE NAME "VERRADO WAY – CANYON VISTA ROAD TO FOOTHILLS DRIVE" A RE–PLAT OF TRACT D OF THE FINAL PLAT FOR "VERRADO WAY – VICTORY BLVD TO CANYON VISTA ROAD", RECORDED IN BOOK 1689, PAGE 21, MCR AND A PORTION OF LAND SITUATED IN SECTION 13, TOWNSHIP 2 NORTH, RANGE 3 WEST AND SECTION 18, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, CITY OF BUCKEYE, MARICOPA COUNTY, ARIZONA AND HEREBY PUBLISHES THIS PLAT OF SAID "VERRADO WAY – CANYON VISTA ROAD TO FOOTHILLS DRIVE" AND HEREBY DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE STREETS, TRACTS AND EASEMENTS CONSTITUTING SAME, AND THAT THE STREETS, TRACTS AND EASEMENTS SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT AND THAT OWNERS, HEREBY DEDICATE TO THE PUBLIC FOR USE AS SUCH THE PUBLIC STREETS AND PUBLIC EASEMENTS AS SHOWN ON THIS PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

THE TERMS AND CONDITIONS OF THE FOREGOING DEDICATION OF PUBLIC STREETS ARE HEREBY MADE SUBJECT TO THE PROVISIONS OF THAT CERTAIN DEDICATION, EASEMENT AND MAINTENANCE AGREEMENT (VICTORY DISTRICT) RECORDED AS DOCUMENT NO. 2013–1046384, MCR, AS SAME MAY BE AMENDED FROM TIME TO TIME (THE "DEMA") INCLUDING THE TERMS AND CONDITIONS OF CERTAIN EASEMENTS AND RIGHTS RESERVED FROM SUCH DEDICATION, THE TERMS AND CONDITIONS OF THE FOREGOING DEDICATION OF PUBLIC STREETS ARE HEREBY MADE SUBJECT TO THE PROVISIONS OF THE DEMA RELATIVE TO "RIGHT–OF–WAY" OR "R.O.W.," AND SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO AS ARE SPECIFICALLY SET FORTH IN SECTION 1.1 OF THE DEMA. THE DEMA IS INCORPORATED HEREIN AS IF SET FORTH IN ITS ENTIRETY, IT IS INTENDED THAT THIS PLAT AND THE DEMA BE READ TOGETHER TO THE EXTENT OF ALL APPLICABLE PROVISIONS OF THE DEMA.

ALL AREAS DESIGNATED HEREON AS "PUE", "P.U.E." OR "PUBLIC UTILITY EASEMENT" SHALL BE UTILIZED ONLY FOR THE PURPOSES, AND SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, SET FORTH IN SECTION 2.4 OF THE DEMA, AS IF THE PUBLIC UTILITY EASEMENTS WERE CREATED UNDER THE DEMA.

OWNER, HEREBY GRANTS TO SOUTHWEST GAS CORPORATION, A CALIFORNIA CORPORATION ("SW GAS"), A SEPARATE EASEMENT FOR INSTALLATION AND MAINTENANCE OF NATURAL GAS PIPELINE OR PIPELINES AND APPURTENANCES OVER, UPON, AND ACROSS ALL AREAS DESIGNATED HEREON AS P.U.E., OR PUBLIC UTILITY EASEMENT AND ALL TRACTS REFLECTED HEREON, BUT ONLY TO THE EXTENT WITHIN AREAS CONTEMPLATED BY THE FINAL APPROVED APPLICABLE SW GAS IMPROVEMENT PLANS FOR THE SUBDIVISION, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE GRANT OF EASEMENT RECORDED AS INSTRUMENT NO 2017–0294149, M.C.R. AS IF SAID AREAS WERE EASEMENT PROPERTY THEREUNDER.

OWNER, HEREBY GRANTS TO EPCOR WATER ARIZONA, INC., AN ARIZONA CORPORATION, ("EPCOR"), A PERPETUAL WATER EASEMENT OVER, UNDER, UPON AND ACROSS ALL AREAS DESIGNATED HEREON AS WATER EASEMENT, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE WATER LINE EASEMENT RECORDED AS INSTRUMENT NO. 2012–0714757, M.C.R., AS IF SAID AREAS WERE EASEMENT PREMISES THEREUNDER.

OWNER, HEREBY GRANTS TO EPCOR A PERPETUAL SEWER EASEMENT OVER, UNDER, UPON AND ACROSS ALL AREAS DESIGNATED HEREON AS SEWER EASEMENT, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE WASTEWATER LINE EASEMENT RECORDED AS INSTRUMENT NO. 2012–0714756, M.C.R., AS IF SAID AREAS WERE EASEMENT PREMISES THEREUNDER.

OWNER, HEREBY GRANTS TO THE CITY OF BUCKEYE FOR THE BENEFIT OF THE PUBLIC, A PERPETUAL VISIBILITY TRIANGLE EASEMENT OVER, UPON AND ACROSS ALL AREAS DESIGNATED HEREON AS "V.T.E." OR "VISIBILITY TRIANGLE EASEMENT" AND EACH SUCH EASEMENT AREA SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, AS ARE SPECIFICALLY SET FORTH IN SECTION 2.7 OF THE DEMA.

OWNER, HEREBY GRANTS TO THE CITY OF BUCKEYE FOR THE BENEFIT OF THE PUBLIC, A PERPETUAL SIGHT VISIBILITY EASEMENT OVER, UPON AND ACROSS ALL AREAS DESIGNATED HEREON AS "S.V.E." OR "SIGHT VISIBILITY EASEMENT", AND EACH SUCH EASEMENT AREA SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, AS ARE SPECIFICALLY SET FORTH IN SECTION 2.8 OF THE DEMA.

OWNER, HEREBY GRANTS TO THE CITY OF BUCKEYE FOR THE BENEFIT OF THE PUBLIC, A PERPETUAL LANDSCAPE AND SIDEWALK EASEMENT OVER, UNDER, UPON AND ACROSS EACH OF TRACTS "A", "B", "C", "D", AND "E", EACH SUCH EASEMENT AREA SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, AS ARE SPECIFICALLY SET FORTH IN SECTION 2.6 OF THE DEMA; SUCH TRACTS BEING DESIGNATED AS "LANDSCAPE / SIDEWALK TRACTS" AS DESCRIBED IN SECTION 2.6 OF THE DEMA.

OWNER, HEREBY GRANTS TO THE CITY OF BUCKEYE FOR THE BENEFIT OF THE PUBLIC, A PERPETUAL LANDSCAPE EASEMENT OVER, UNDER, UPON AND ACROSS TRACT "M" AND SUCH EASEMENT AREA SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, AS ARE SPECIFICALLY SET FORTH IN SECTION 2.5 OF THE DEMA; SUCH TRACT BEING DESIGNATED AS "LANDSCAPE MEDIAN AND TRACT" AS DESCRIBED IN SECTION 2.5 OF THE DEMA.

OWNER, HEREBY GRANTS TO THE CITY OF BUCKEYE FOR THE BENEFIT OF THE PUBLIC, A PERPETUAL STORM DRAIN EASEMENT OVER, UPON AND ACROSS ALL AREAS DESIGNATED HEREON AS "SDE" OR "STORM DRAIN EASEMENT", AND EACH SUCH EASEMENT AREA SHALL BE UTILIZED ONLY FOR THE PURPOSES, AND SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, AS ARE SPECIFICALLY SET FORTH IN SECTION 2.10 OF THE DEMA.

IN WITNESS WHEREOF:

FIDELITY NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, ACTING NOT IN ITS CORPORATE CAPACITY, BUT SOLELY AS TRUSTEE OF ITS TRUST NO. B176, AS OWNER OF THE LAND DESCRIBED HEREIN, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURES OF THE UNDERSIGNED DULY AUTHORIZED OFFICER. THE NAMES AND ADDRESSES OF THE BENEFICIARIES OF FIDELITY NATIONAL TITLE INSURANCE COMPANY TRUST NO. B176 ARE SET FORTH IN THE INSTRUMENT RECORDED AS INSTRUMENT NO. 2013–1028199, M.C.R.

FIDELITY NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, ACTING NOT IN ITS CORPORATE CAPACITY, BUT SOLELY AS TRUSTEE OF ITS TRUST NO. B176

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20___, BY _____, THE _____, OF FIDELITY NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, ACTING NOT IN ITS CORPORATE CAPACITY, BUT SOLELY AS TRUSTEE OF ITS TRUST NO. B176, ON BEHALF OF THE CORPORATION.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

RATIFICATION AND APPROVAL

THE UNDERSIGNED, DULY ELECTED _____, ON BEHALF OF THE BOARD OF DIRECTORS OF VERRADO COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION, AS REQUIRED BY THE CHARTER, RATIFIES AND APPROVES THIS PLAT AND APPROVES ALL DESIGNATIONS OF AREAS OF COMMON RESPONSIBILITY SET FORTH HEREIN.

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20___, BY _____, THE _____, OF VERRADO COMMUNITY ASSOCIATION, INC., AN ARIZONA NON–PROFIT CORPORATION, ON BEHALF OF THE NON–PROFIT CORPORATION.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

APPROVAL

APPROVED BY THE COUNCIL OF THE CITY OF BUCKEYE ON THIS ____ DAY OF _____, 20___.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

I HEREBY CERTIFY THAT ALL ENGINEERING CONDITIONS AND REQUIREMENTS OF THE CMP, INCLUDING ALL MAJOR AND MINOR AMENDMENTS THERETO, HAVE BEEN COMPLIED WITH.

BY: _____ DATE: _____
BUCKEYE CITY ENGINEER

BY: _____ DATE: _____
DEVELOPMENT SERVICES DIRECTOR

NOTES

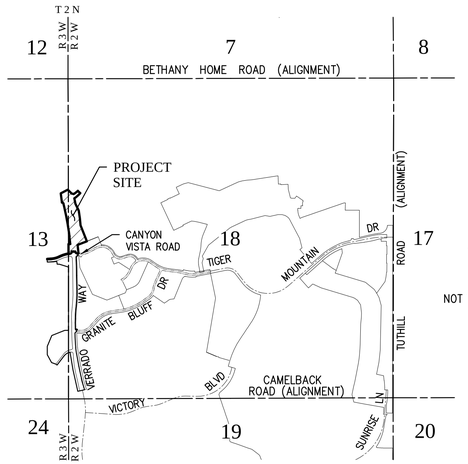
1. THE LAND DESCRIBED HEREIN IS OR WILL BE SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND OTHER PROVISIONS CONTAINED IN THAT CERTAIN COVENANT FOR COMMUNITY FOR VERRADO RECORDED IN DOCUMENT NO. 2003–0531387, M.C.R., AS SAME MAY BE AMENDED FROM TIME TO TIME, AND IS OR WILL BE SUBJECT TO THAT CERTAIN COMMUNITY CHARTER FOR VERRADO (THE "CHARTER") RECORDED IN DOCUMENT NO. 2002–1008906, M.C.R., AS SAME MAY BE AMENDED FROM TIME TO TIME AND IS OR WILL BE SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VICTORY DISTRICT (THE "VICTORY CC&R'S") RECORDED IN DOCUMENT NO. 2014–0004847, M.C.R., AS SAME MAY BE AMENDED FROM TIME TO TIME. PURSUANT TO THE CHARTER, VERRADO COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION (THE "COMMUNITY ASSOCIATION") WAS FORMED TO, AMONG OTHER THINGS, GOVERN THE USE AND MAINTENANCE OF PORTIONS OF THE "VILLAGE" AS DEFINED IN THE CHARTER. PURSUANT TO THE VICTORY CC&R'S, VICTORY DISTRICT ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION (THE "VICTORY ASSOCIATION") WAS FORMED TO, AMONG OTHER THINGS, GOVERN THE USE AND MAINTENANCE OF PORTIONS OF THE "VICTORY DISTRICT" AS DEFINED IN THE VICTORY CC&R'S. ALL TRACTS ARE AREAS OF COMMON RESPONSIBILITY.
2. CONSTRUCTION WITHIN UTILITY EASEMENTS, EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES, SHALL BE LIMITED TO WOOD, WIRE, OR REMOVABLE SECTION–TYPE FENCING AND MUST BE IN CONFORMANCE WITH THE CHARTER.
3. ALL SETBACKS SHALL CONFORM WITH THE CMP, INCLUDING ALL MAJOR AND MINOR AMENDMENTS THERETO.
4. ALL TRACTS IDENTIFIED AS AREAS OF COMMON RESPONSIBILITY SHALL BE CONVEYED TO THE COMMUNITY ASSOCIATION, AND SHALL BE MAINTAINED AS AREAS OF COMMON RESPONSIBILITY BY THE COMMUNITY ASSOCIATION AND SHALL NOT BE ACCEPTED FOR MAINTENANCE OR OWNERSHIP BY THE CITY.
5. THE LAND DESCRIBED IN THIS PLAT IS SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RELATING TO TELECOMMUNICATIONS RECORDED AS DOCUMENT NO. 2002–1008905, MCR, AS SAME MAY BE AMENDED FROM TIME TO TIME.
6. REFERENCE THE "RESULTS OF SURVEY, VERRADO" RECORDED IN BOOK 602, PAGE 30, M.C.R., FOR THE DOCUMENTATION REGARDING THE BASIS OF BEARING FOR THIS PLAT, THE PROJECT BOUNDARY FOR VERRADO AND RELATED SECTION CORNER AND SECTION LINE INFORMATION.
7. ALL CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAPPED OR TAGGED, BEARING THE REGISTRATION NUMBER OF THE SURVEYOR CONTRACTED TO SET MONUMENTS AT THE TIME OF CONSTRUCTION.
8. NO TREES ARE ALLOWED WITHIN THE VISIBILITY TRIANGLE EASEMENT AREA OR SIGHT VISIBILITY EASEMENT. NO OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS ALLOWED WITHIN THE VISIBILITY TRIANGLE EASEMENT AREA. TREE CANOPIES OVERHANGING THE VISIBILITY TRIANGLE EASEMENT AREA AND SIGHT VISIBILITY EASEMENT SHALL BE KEPT TRIMMED TO A HEIGHT NO LESS THAN 7 FEET.
9. THE SUBDIVISION DEPICTED ON THIS PLAT IS LOCATED WITHIN TERRITORY, IN THE VICINITY OF A MILITARY AIRPORT (LUKE AIR FORCE BASE) AND MAY BE SUBJECT TO INCREASED NOISE, ACCIDENT POTENTIAL AND JET AIRCRAFT OVERFLIGHTS, AS PER INSTRUMENT NUMBER 2001–0743413, MCR.
10. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND EXCEPT POWER LINES 69KV AND LARGER.

FLOOD ZONE

THE PROPERTY IS LOCATED WITHIN AREAS DESIGNATED AS HAVING FLOOD ZONES "AE" AND "X" (SHADED) BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1645L, WITH A REVISION DATE OF OCTOBER 16, 2013 FOR COMMUNITY NO. 040039. IN THE CITY OF BUCKEYE, COUNTY OF MARICOPA, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

PROJECT SUMMARY

AREAS	ACRES
TRACTS	3.9543
RIGHT–OF–WAY AREA	1.5131
"VERRADO WAY – CANYON VISTA ROAD TO FOOTHILLS DRIVE" TOTAL	5.4674 AC



VICINITY MAP

SECTION 18, T2N, R2W
& SECTION 13, T2N, R3W
NOT TO SCALE

PROPERTY OWNER

FIDELITY NATIONAL TITLE INSURANCE COMPANY,
A FLORIDA CORPORATION, ACTING NOT IN ITS
CORPORATE CAPACITY, BUT SOLELY AS TRUSTEE
UNDER ITS TRUST NO. B176 ("TRUSTEE")

14000 N. PIMA ROAD, SUITE 100
SCOTTSDALE, ARIZONA 85260
TEL (480) 214–4523
CONTACT: BRENDA TUCSON, TRUSTEE
EMAIL: BRENDA.TUCSON@FNF.COM

DEVELOPER

DMB WHITE TANK, LLC,
6263 N. SCOTTSDALE ROAD, SUITE 330
SCOTTSDALE, AZ 85250
TEL: (480) 367–7619
CONTACT: DAVE NILSEN
EMAIL: DNILSEN@DMBINC.COM

ENGINEER/SURVEYOR

HUITT–ZOLLARS, INC
5050 N. 40TH STREET, SUITE 100
PHOENIX, AZ. 85018
TEL (602) 252–8384, EXT. 11304
FAX (602) 252–8385
CONTACT: JODY STONE
EMAIL: JSTONE@HUITT–ZOLLARS.COM

BASIS OF BEARINGS

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA & SALT RIVER MERIDIAN, HAVING A BEARING OF NORTH 0°08'28" WEST (BASIS OF BEARINGS), BETWEEN THE FOUND GLO BRASS CAP MONUMENTING THE WEST QUARTER CORNER OF SAID SECTION 18, AND THE FOUND GLO BRASS CAP MONUMENTING THE NORTHWEST CORNER OF SAID SECTION 18.

SHEET INDEX

SHEET 1	COVER, APPROVALS, SITE INFORMATION, NOTES, AND PROJECT SUMMARY
SHEET 2	BOUNDARY & KEY MAP, LEGEND, LOT AREA, RIGHT–OF–WAY AND TRACT AREA & USE TABLES AND DETAILS
SHEET 3	PLAT SHEET
SHEET 4	PLAT SHEET AND LINE & CURVE TABLES

REFERENCE SURVEYS

R1 – FINAL PLAT FOR "VERRADO VICTORY DISTRICT AND A RE–PLAT OF TRACT H1 AND A PART OF TRACT I1 VERRADO VICTORY DISTRICT – PHASE 1", BOOK 1249, PG 13
R2 – FINAL PLAT FOR "VERRADO WAY – VICTORY BLVD TO CANYON VISTA ROAD", RECORDED IN BOOK 1689, PAGE 21, MCR
R3 – "MAP OF DEDICATION VERRADO VICTORY DISTRICT–PHASE 1: VERRADO WAY AND INDIAN SCHOOL ROAD" BOOK 1171, PAGE 7, MCR

SURVEYOR'S CERTIFICATION

I, JODY A. STONE, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAT CONSISTING OF FOUR (4) SHEETS CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME DURING THE MONTH OF FEBRUARY 2022. THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN, THAT ALL MONUMENTS EXISIT OR WILL BE SET AND, THAT THEIR POSITIONS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

JODY ALLEN STONE
ARIZONA R.L.S. 37401

11/29/2023
DATE

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37401
JODY ALLEN
STONE
Date Signed 11-29-23
ARIZONA U.S.A.

SEE SHEET 4 FOR LINE & CURVE TABLES | AREA 5.4674 AC | PLZV - 22 - 00008 | SHEET 1 OF 4

G:\projects\R313610.03 – Verrado Way Phase 4 Final Design\10 CADD & BIM\10.15 Mapping\Dwg\PM – Parcel Maps\R313610003S–VERRADO WY PH 4.dwg | Job No: R313610.03 | Date: 11/29/2023

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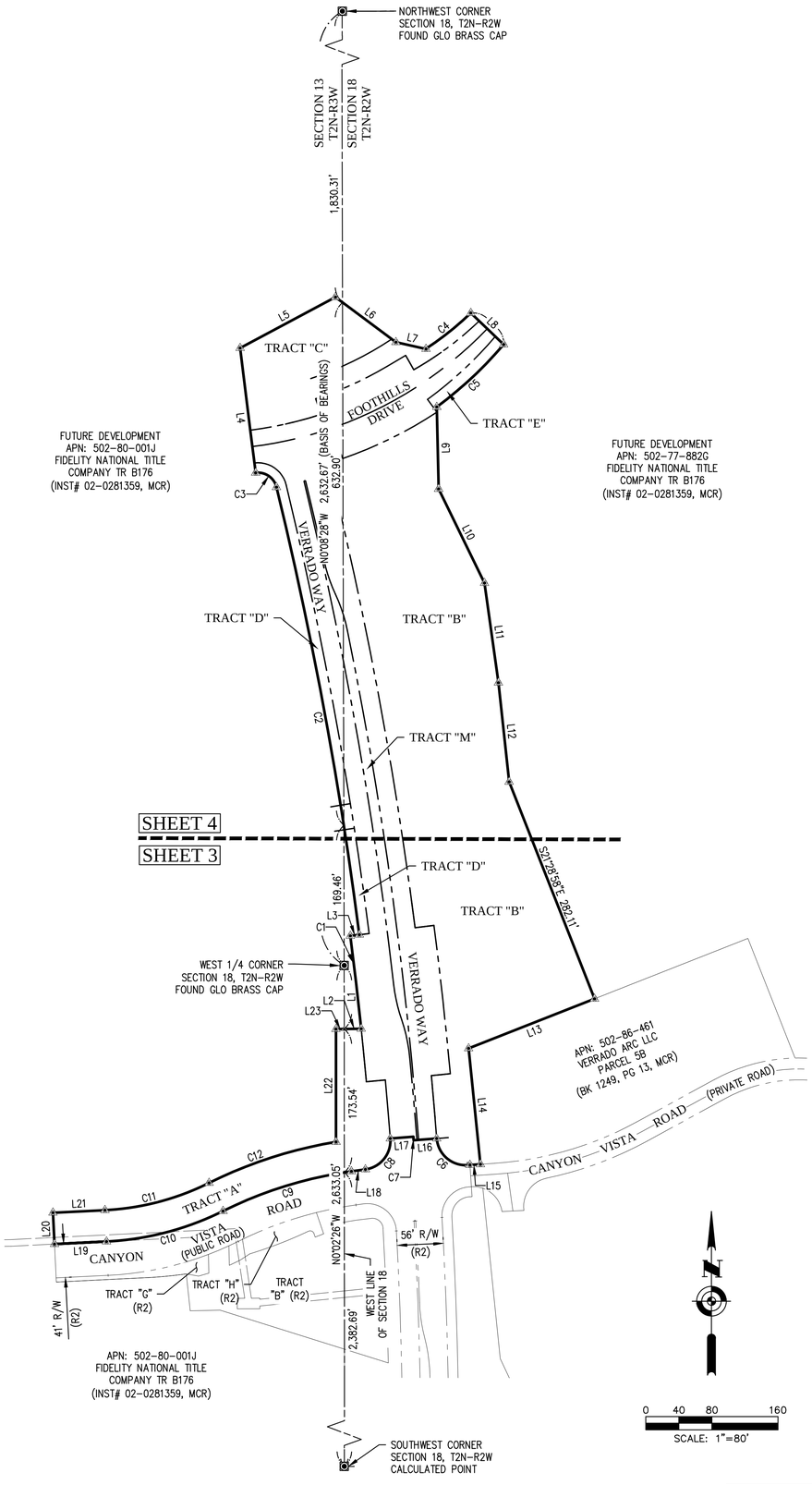
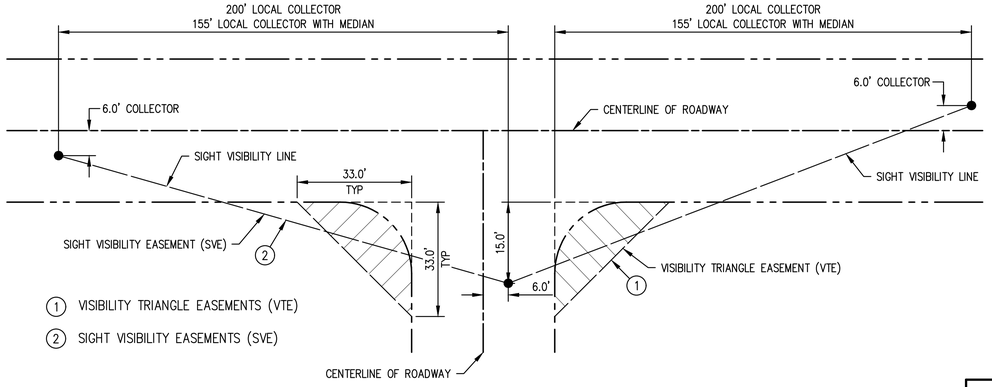


TRACT AREA & USE TABLE			
TRACT NAME	AREA (SF)	AREA (ACRE)	USE
TRACT "A"	22,296	0.512	DRAINAGE, LANDSCAPE / SIDEWALK
TRACT "B"	114,588	2.631	DRAINAGE, WATER LINE EASEMENT, LANDSCAPE / SIDEWALK
TRACT "C"	19,807	0.455	DRAINAGE, WATER LINE EASEMENT, LANDSCAPE / SIDEWALK
TRACT "D"	7,131	0.164	WATER & SEWER LINE EASEMENT, LANDSCAPE / SIDEWALK
TRACT "E"	1,596	0.037	LANDSCAPE / SIDEWALK
TRACT "M"	6,831	0.157	MEDIAN, LANDSCAPE

RIGHT-OF-WAY AREA TABLE		
RIGHT-OF-WAY NAME	AREA (SF)	AREA (ACRE)
FOOTHILLS DRIVE	17,257	0.3960
VERRADO WAY	48,662	1.1171
TOTAL	65,919	1.5131

LEGEND

◙	INDICATES SECTION CORNER, AS NOTED		
◬	INDICATES CORNER OF SUBDIVISION SET 1/2" REBAR		
◉	SET CENTERLINE MONUMENT. SET BRASS CAP PER MAG STD DET 120, TYPE "B" (UNLESS OTHERWISE SPECIFIED), IN CONJUNCTION WITH THE CONSTRUCTION PER THE APPROVED IMPROVEMENT PLANS.		
◎	EXISTING CENTERLINE MONUMENT		
C#	CURVE NUMBER	R/W	RIGHT-OF-WAY
L#	LINE NUMBER	S/W	SIDEWALK
CL	CENTERLINE	SE	SOUTHEAST
L	LENGTH	SW	SOUTHWEST
SEC	SECTION	CMP	COMMUNITY MASTER PLAN
COR	CORNER	MCR	MARICOPA COUNTY RECORDS
BK	BOOK	ESMT	EASEMENT
PG	PAGE	DE	DRAINAGE EASEMENT
INST	INSTRUMENT	LE	LANDSCAPE EASEMENT
EX.	EXISTING	LSWE	LANDSCAPE AND SIDEWALK EASEMENT
FD	FOUND	PUE	PUBLIC UTILITY EASEMENT
GLO	GENERAL LAND OFFICE	TE	TRAIL EASEMENT
TR	TRACT	VTE	VISIBILITY TRIANGLE EASEMENT
AC	ACRES	SDE	STORM DRAIN EASEMENT
FT	FOOT	SSE	SANITARY SEWER EASEMENT
SF	SQUARE FEET	SVE	SIGHT VISIBILITY EASEMENT
NE	NORTHEAST	VNAE	VEHICULAR NON-ACCESS EASEMENT
NW	NORTHWEST	WE	WATER EASEMENT
			EASEMENT
			RIGHT-OF-WAY
			LOT & TRACT LINE
			CENTERLINE
			BOUNDARY LINE
			MATCH LINE
			ADJACENT PROPERTY LINE
			SECTION LINE
			MID-SECTION LINE
			TIE LINE
①			VISIBILITY TRIANGLE EASEMENT
②			SIGHT VISIBILITY EASEMENT



VISIBILITY EASEMENTS DETAIL

NOT TO SCALE

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37401
JODY ALLEN
STONE
Date Signed 11/29/23
ARIZONA U.S.A.
Expires 03/31/24

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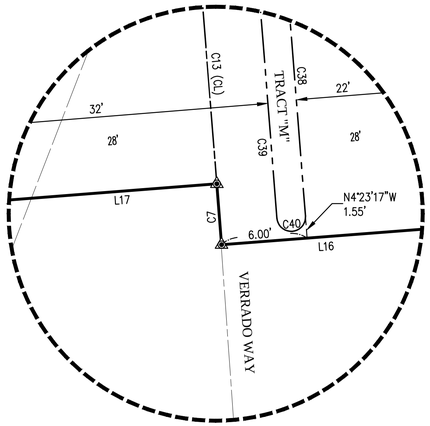

DETAIL "B"

SCALE: 1" = 5'

SEE SHEET 4

FUTURE DEVELOPMENT
APN: 502-80-001J
FIDELITY NATIONAL TITLE COMPANY TR B176
(INST# 02-0281359, MCR)

WEST 1/4 CORNER
SECTION 18, T2N-R2W
FOUND GLO BRASS CAP

WEST LINE OF SECTION 18
N0°08'28"W 2,632.67' (BASIS OF BEARINGS)
169.46'

L=328.69'
L=328.34'
TRACT "D"

TOWER EASEMENT
INST #2015-0251296
(TO BE ABANDONED BY
SEPARATE INSTRUMENT)

FUTURE DEVELOPMENT
APN: 502-77-882G
FIDELITY NATIONAL TITLE
COMPANY TR B176
(INST# 02-0281359, MCR)

EX. 100 YEAR
FLOODPLAIN
(TO BE REVISED
WITH LOMR)

S21°28'58"E 282.11'

TRACT "B"

L=177.59'

VERRADO WAY

WHITE GRANITE WASH

APN: 502-86-461
VERRADO ARC LLC
PARCEL 5B
(BK 1249, PG 13, MCR)

EX. 100 YEAR
FLOODPLAIN
(TO BE REVISED
WITH LOMR)

WHITE GRANITE WASH

EX. 100 YEAR
FLOODPLAIN
(TO BE REVISED
WITH LOMR)

20'
SDE
(R2)

EX. 8'
UTILITY ESMT
(INST# 2017
-901489)

TRACT "A"

C12
C11
C9
C10

CANYON VISTA ROAD
(PUBLIC ROAD)

CANYON VISTA ROAD (PRIVATE ROAD)

TRACT 'K' (R1)

EX. 20'
WATER LINE
EASEMENT

EX. 8'
PUE
(R1)

EX. 32.4'
WE
(R1)

36.4'
TRACT "E"
PRIVATE ROAD
(R1)

EX. 20'
24" WATER LINE
EASEMENT

SEE DETAIL "B"
THIS SHEET

N0°02'26"W 2,633.05'

TRACT "C"
(R2)

TRACT "H" (R2)

TRACT "G" (R2)

TRACT "B" (R2)

TEMPORARY
TURNAROUND
EASEMENT

R45.0'

EX. 20' 24"
WATER LINE
EASEMENT

APN: 502-86-460
VERRADO ARC LLC
PARCEL 5A
(BK 1249, PG 13, MCR)

40'
TOWER EASEMENT
INST #2015-0251296
(TO BE ABANDONED BY
SEPARATE INSTRUMENT)

SOUTHWEST CORNER
SECTION 18, T2N-R2W
CALCULATED POINT

N

0 15 30 60

SCALE: 1"=30'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37401
JODY ALLEN
STONE
Date Signed 11-29-23
ARIZONA U.S.A.
Expires 03/31/2025

SEE SHEET 4 FOR LINE & CURVE TABLES

AREA 5.4674 AC

Job No: R313610.03

PLZV - 22 - 00008

SHEET 3 OF 4

Date: 11/29/2023

C:\projects\R313610.03 – Verrado Way Phase 4 Final Design\10 CADD & BIM\10.15 Mapping\Dwg\PM – Parcel Maps\R313610035-VERRADO WY PH 4.dwg

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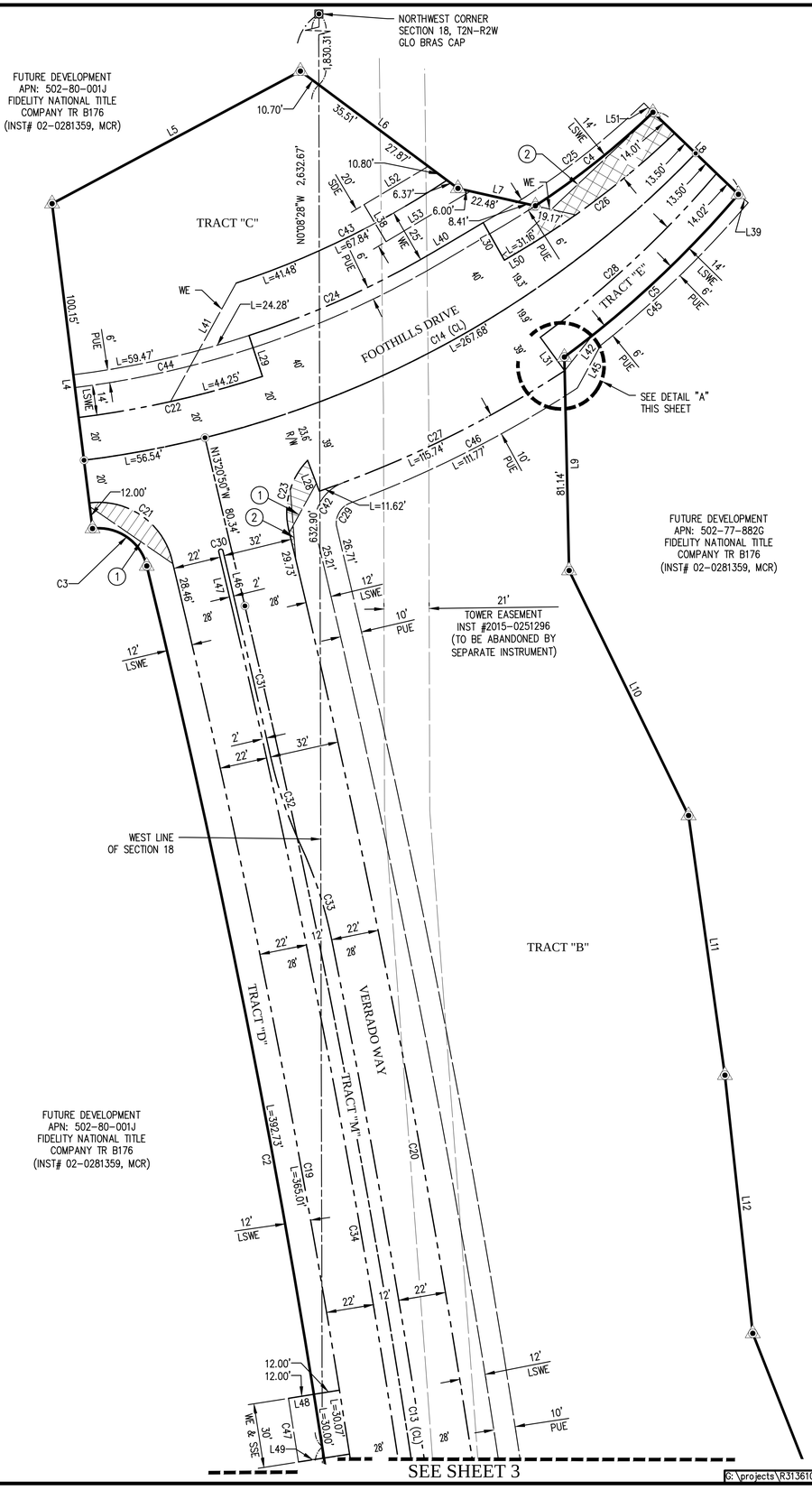


LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S0°02'26"E	76.82'
L2	N89°11'54"E	20.51'
L3	N82°51'41"E	11.00'
L4	N7°05'19"W	152.15'
L5	N61°54'34"E	130.77'
L6	S53°19'59"E	91.26'
L7	N77°16'53"W	36.89'
L8	S46°11'50"E	55.04'
L9	S1°16'09"E	99.21'
L10	S25°59'04"E	126.66'
L11	S7°58'20"E	121.83'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L12	S6°09'11"E	120.67'
L13	S68°31'02"W	163.72'
L14	S5°49'40"E	140.99'
L15	S86°09'23"W	15.73'
L16	S85°36'43"W	28.00'
L17	N85°33'47"E	28.00'
L18	S82°09'23"W	17.10'
L19	S87°12'46"W	62.97'
L20	N2°47'14"W	38.00'
L21	N87°12'46"E	62.97'
L22	N0°02'26"W	136.52'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L23	N89°11'54"E	10.00'
L24	N84°34'12"E	23.00'
L25	N84°34'12"E	23.00'
L26	N82°51'41"E	23.00'
L27	N82°51'41"E	23.00'
L28	S20°44'33"E	15.36'
L29	N18°07'10"W	20.00'
L30	N29°26'33"W	20.00'
L31	N36°10'59"W	19.17'
L32	N5°01'06"W	42.33'
L33	N39°34'36"E	68.36'

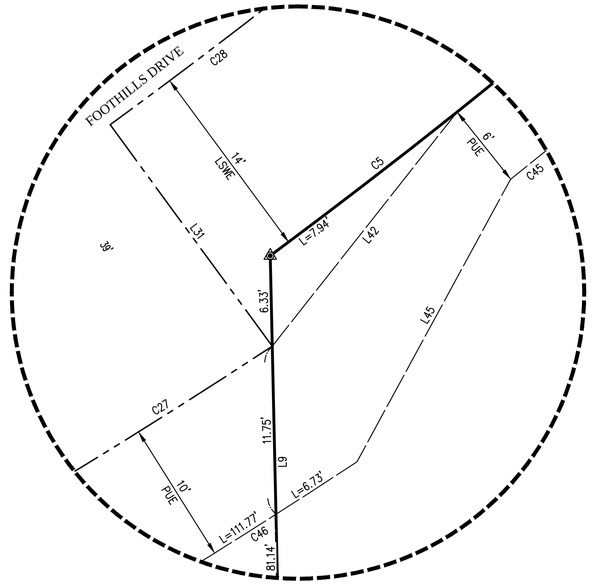
LINE TABLE		
LINE NO.	BEARING	DISTANCE
L34	N5°32'56"E	34.09'
L35	S5°32'56"W	50.72'
L36	S5°06'26"E	26.88'
L37	N52°26'31"W	68.02'
L38	S30°51'17"E	20.00'
L39	N49°32'11"W	6.00'
L40	N59°23'06"E	26.25'
L41	N28°56'57"E	62.92'
L42	S38°16'40"W	20.85'
L43	S13°33'57"E	9.25'
L44	N85°36'43"E	14.00'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L45	N28°32'06"E	22.49'
L46	N13°20'50"W	27.31'
L47	N13°20'50"W	27.31'
L48	N80°51'33"E	24.00'
L49	N81°12'20"E	24.00'
L50	N59°23'06"E	8.04'
L51	N43°46'39"W	6.00'
L52	N59°08'43"E	34.79'
L53	N59°08'43"E	45.70'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHD BEARING	CHD LENGTH
C1	4,949.00'	1°18'36"	113.15'	N6°39'26"W	113.15'
C2	4,960.00'	6°21'57"	551.08'	N10°29'41"W	550.79'
C3	23.00'	83°24'40"	33.48'	N55°23'00"W	30.60'
C4	379.07'	10°33'51"	69.89'	N51°30'16"E	69.79'
C5	491.60'	12°55'53"	110.95'	N46°55'45"E	110.72'
C6	35.00'	89°27'20"	54.65'	S49°06'57"E	49.26'
C7	5,000.00'	0°02'56"	4.26'	N4°24'45"W	4.26'
C8	35.00'	86°35'36"	52.90'	N38°51'35"E	48.00'
C9	500.50'	18°41'18"	163.25'	S72°48'44"W	162.53'
C10	354.50'	23°44'41"	146.91'	N75°20'26"E	145.86'
C11	316.50'	23°44'41"	131.16'	N75°20'26"E	130.23'
C12	538.50'	17°14'48"	162.09'	S72°05'29"W	161.48'
C13	5,000.00'	8°54'37"	777.57'	N8°53'31"W	776.79'
C14	475.00'	39°06'30"	324.22'	N63°21'25"E	317.96'
C15	4,972.00'	0°49'12"	71.17'	N4°50'49"W	71.17'
C16	5,028.00'	0°52'15"	76.43'	N4°49'25"W	76.43'
C17	5,051.00'	2°02'56"	180.63'	N6°17'03"W	180.62'

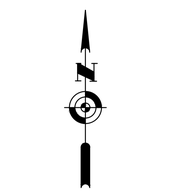
CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHD BEARING	CHD LENGTH
C18	4,949.00'	0°44'46"	64.44'	N5°37'45"W	64.43'
C19	4,972.00'	6°59'35"	523.77'	N10°19'46"W	523.53'
C20	5,028.00'	6°02'16"	529.84'	N10°19'42"W	529.60'
C21	35.00'	83°52'36"	51.24'	N55°17'08"W	46.78'
C22	455.00'	11°01'50"	87.60'	N77°23'46"E	87.46'
C23	35.00'	57°04'06"	34.86'	S15°11'13"W	33.44'
C24	435.00'	12°29'44"	94.87'	N65°37'58"E	94.68'
C25	373.07'	13°09'45"	85.70'	N52°48'13"E	85.52'
C26	393.07'	13°14'56"	90.89'	N52°45'38"E	90.69'
C27	514.00'	14°11'47"	127.36'	N63°49'54"E	127.03'
C28	477.60'	13°27'05"	112.13'	N47°05'28"E	111.87'
C29	10.09'	74°20'40"	13.09'	S32°15'53"W	12.20'
C30	1.00'	180°00'00"	3.14'	S76°39'10"W	2.00'
C31	4,996.00'	0°48'55"	71.08'	N12°56'23"W	71.08'
C32	200.00'	12°20'20"	43.07'	S18°42'05"E	42.99'
C33	200.00'	13°21'29"	46.63'	N18°11'31"W	46.52'
C34	4,994.00'	6°47'17"	591.66'	N9°57'12"W	591.31'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHD BEARING	CHD LENGTH
C35	5,006.00'	7°06'26"	620.96'	N7°57'34"W	620.56'
C36	200.00'	12°20'20"	43.07'	S12°43'43"E	42.99'
C37	200.00'	13°21'30"	46.63'	N12°13'08"W	46.52'
C38	5,006.00'	7°06'26"	620.96'	N7°57'34"W	620.56'
C39	5,004.00'	1°08'02"	99.03'	N4°58'22"W	99.03'
C40	1.00'	180°00'00"	3.14'	N85°35'39"E	2.00'
C41	5,076.00'	1°59'05"	175.84'	N6°17'38"W	175.83'
C42	20.00'	83°16'08"	29.07'	S28°00'02"W	26.58'
C43	410.00'	15°16'38"	109.32'	N63°58'44"E	109.00'
C44	435.00'	11°01'50"	83.75'	N77°23'46"E	83.62'
C45	497.60'	11°00'42"	95.63'	N45°58'09"E	95.49'
C46	524.00'	12°57'26"	118.50'	N63°09'23"E	118.25'
C47	4,948.00'	0°20'48"	29.93'	N8°58'04"W	29.93'



DETAIL "A"

SCALE: 1" = 5'



0 15 30 60

SCALE: 1"=30'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37401
JODY ALLEN
STONE
Date Signed 11/29/23
ARIZONA U.S.A.
Expires 03/31/24

SEE SHEET 4 FOR LINE & CURVE TABLES

AREA 5.4674 AC

Job No: R313610.03

PLZV - 22 - 00008

SHEET 4 OF 4

Date: 11/29/2023

G:\projects\R313610.03 – Verrado Way Phase 4 Final Design\10 CADD & BIM\10.15 Mapping\Dwg\PM – Parcel Maps\R313610035-VERRADO WY PH 4.dwg

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CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/20/24	**AGENDA ITEM:** 4.D. DS-Verrado Regent Hills Phase 3A - Final Plat - (PLZV-23-00006)
DATE PREPARED: 02/16/24	**DISTRICT NO.:** 6
STAFF LIAISON: Sean Banda, Senior Planner, sbanda@buckeyeaz.gov, (623) 349-6215	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

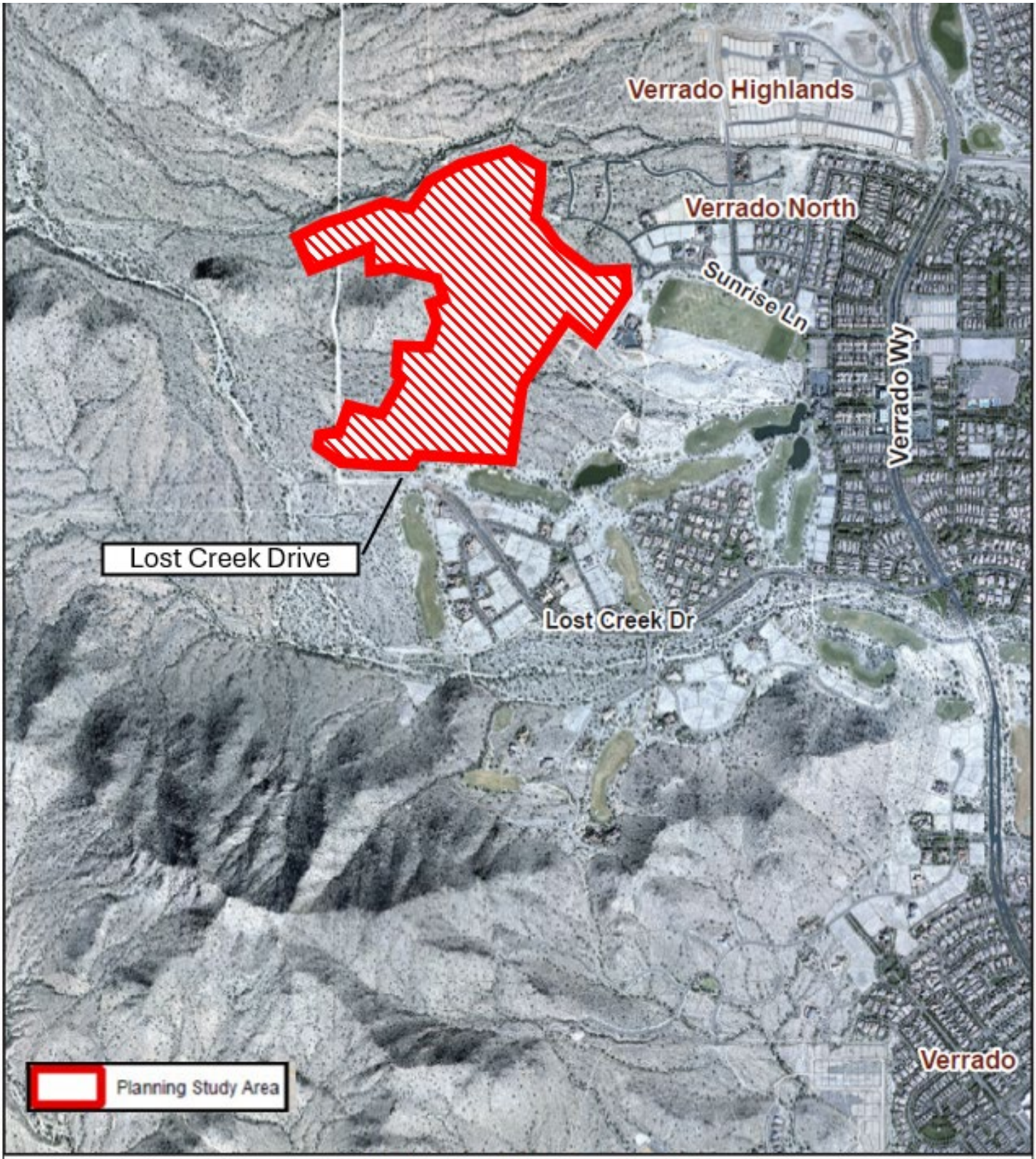
ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on a Final Plat for Verrado Regent Hills Phase 3A, generally located one mile west of Verrado Way and north of Lost Creek Drive within the Verrado Regent Hills District.

SUMMARY

PROJECT DESCRIPTION:
The applicant has requested approval of a Final Plat of Verrado Regent Hills Phase 3A, consisting of 334 single-family lots on approximately 118.6 acres generally located one (1) mile west of Verrado Way and north of Lost Creek Drive within the Verrado Regent Hills District. The associated Preliminary Plat for "Verrado Regent Hills Phase 3A & 3B" was approved by the Planning and Zoning Commission on June 28, 2022. Approval of the requested Final Plat for Phase 3A would enable the applicant to build 334 additional single-family homes in Verrado. This request is in general conformance with the approved Preliminary Plat and the approved Verrado Community Master Plan (CMP). Reviewing departments (Planning, Engineering and Fire) have approved the request and the applicant has submitted a Certificate of Assured Water Supply pursuant to ARS 9-463.01(I).

BENEFITS:
The approval of the Final Plat would enable the applicant to develop additional single-family housing in the Verrado Regent Hills District.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
PLZV-23-00006-Vicinity Map.pdf
PLZV-23-00006 Regent hills Phase 3A - Narrative-APPROVED.pdf
PLZV-23-00006 Regent Hills Phase 3A-Final Plat APPROVED.pdf
Verrado Regent Hills Phase 3 issued CAWS.PDF



VICINITY MAP

BUCKEYE, AZ

PLZV-22-00006
Verrado Regent Hills Phase 3A
City Council District #6

1R PLZV-23-0006 RECEIVED JUN 14 2023 WD

Verrado

Regent Hills Phase 3A – Final Plat

Project Narrative

May 30, 2023

Background and Project Overview

Verrado is planned and designed as a sustainable community with a strong identity and vision that integrates diverse residential neighborhoods with commercial uses and is responsive to the market. The Verrado Community Master Plan ("CMP") provides the framework for market-driven product and neighborhood design while preserving and celebrating the natural features of the Property. Earlier phases of Verrado's Main Street, Heritage, East and Marketside Districts were designed as more traditional near-town neighborhoods on gently sloping terrain, which created an opportunity for integrated neighborhoods designed around neighborhood parks and integrated access between each of the neighborhoods. Regent Hills and Highlands Districts have more dramatic terrain with slopes ranging from 3% to 6%. To the north and west of the Regent Hills and Highlands Districts are significant mountain ridges and dramatic settings. It is with these dramatic settings, challenging topography and a desire to create more exclusive, premium residential neighborhoods that we are proposing residential enclaves that transition from the near-town neighborhoods of prior phases into a more organic, desert adaptive foothills setting within the Regent Hills District.

Request

The request is to approve the final plat for Regent Hills Phase 3A ("RH Phase 3A") located west of Main Street District and the original custom home lots and the Verrado Golf Club.

Pre-Annexation Development Agreement and Community Master Plan

The Pre-Annexation and Development Agreement ("PADA") and Community Master Plan ("CMP") for Verrado were approved by the Town Council in November of 1999 encompassing 8,800 acres. In January 2004, the Town Council amended the CMP to include an additional sixteen (16) acres. Currently, the CMP, as amended, allows for 14,080 residential dwelling units, 1,000 resort rooms, and more than 4.2 million square feet of commercial/mixed-use space throughout the entire development. Verrado is divided into Planning Units and provides for a master Land Use Budget to determine where the residential density and commercial/mixed-use intensity can locate within the community.

Current Condition of the Site

Regent Hills is primarily vacant desert land. There are several dirt roads constructed by the Caterpillar Co. during their proving ground operations on the site. Native desert vegetation is present throughout most of the site. This site includes a small, central mountain feature.

Current General Plan Designation

Verrado is designated as a Master Planned Community on the City's General Plan. In addition, because of the major washes that traverse Verrado, the General Plan land use map has several 'Floodway Transitional Areas' designated within the master planned community. The updated Planning Unit Drainage Plan and Update to Master Drainage Plan submittal addresses any drainage issues related to this land use designation.

Current Zoning Designation

Verrado is zoned Planned Community ("PC"). Verrado entitlements consist of the Pre-Annexation and Development Agreement, recorded 11/26/1999 (the "Development Agreement") and the Community Master Plan ("CMP"), approved November 17, 1999 and amendments thereto.

Project Description

The design character proposed for RH Phase 3A transitions to a less formal, more natural foothills transition design pattern as the slope increases and terrain changes. The neighborhoods in Regent Hills are intended to be gated with public access on collector roadways leading to the private neighborhoods. The design allows each enclave more exclusivity versus a continuous neighborhood connection pattern prevalent in the Main Street and Heritage Districts of Verrado.

The main public access points to RH Phase 3A are from extension of Lost Creek Drive on the south and the extension of W. Highlands Dr. off Sunrise Lane from the north and east. RH Phase 3A proposes 334 lots within the subdivision and are comprised of 45'x120', 55'x120', 65'x120' and 80'x130' lots. This variety of lot sizes will create a unique and varying streetscape along this gently sloping ridge and the mountain feature within the subdivision.

Proposed Development Options

Verrado's CMP has a listing of land use designations. The land use designations are titled 'development options' for residential and commercial mixed-use. The development options selected for this request are as follows:

The smaller lot sizes, 45'x120', 55'x120' and 65'x120', will utilize the Residential Medium (RM) Development Option as follows:

- Residential Medium (RM):

  Minimum Lot size - 3,500 square feet

  Min. Lot Width - 45’

  Min. Front Yard Setback - 18’ (front facing garage); 10’ (side facing garage) and 8’ (living)

  Min. Side Setback - 5’

  Min. Rear Setback – 15’

The largest lot size, 80’ x 130’, will utilize Verrado’s Residential Very Low (RVL) Development Option as follows:

- Residential Very Low (RVL):

  Minimum Lot size – 10,000 square feet

  Min. Lot Width – 80’

  Min. Front Yard Setback - 18’ (garage); 10’ (side garage) and 12’ (living)

  Min. Side Setback - 5’; 13’ aggregate

  Min. Rear Setback – 20’

Verrado’s Design Guidelines

Verrado’s Design Guidelines have consistently been more restrictive than the Town’s residential design guidelines. Within Regent Hills, several lots sizes and street layouts and a more organic street and lotting layout create unique neighborhoods within the foothills area of Verrado. The various parcels create small unique neighborhoods within close proximity to a mountain feature. With the use of the design guidelines such as alternating front yard setbacks, single family home design criteria and a mixture of lots within Regent Hills, this plat will allow for another signature phase within Verrado.

Traffic and Roadways

Lost Creek Drive is designed as an undivided minor collector (MIC) that is a 40’ back of curb to back of curb (boc/boc) roadway section where a striped median is required for left turns. Where no left turns are necessary Lost Creek Drive will narrow down to a 28’ boc/boc roadway section. The eastern most 415’ +/- will be divided in order to tie into the existing Lost Creek Drive. The loop extension of Lost Creek Dr. to the west to W. Highlands Park Dr. will be constructed in a future phase. When that extension is constructed, there will be 8-foot wide parallel parking along

the southeast bound lane of Lost Creek Drive that will accommodate 32 parallel parking spaces for access to the BLM and Skyline Regional Park trail system.

Highlands Drive extension from Sunrise Lane is designed as a local collector (LC) with no median or parking and a 27' boc/boc roadway section.

All streets within the subdivision are designed as local residential (LR) and are a minimum width of 24' boc/boc with no parking and 32' feet boc/boc with parking on both sides of the street. Where parking is on one side the streets are 28' feet boc/boc. There are no one-way streets within this phase of Regent Hills.

Water Management Plan

EPCOR is the water service provider for Verrado. The water distribution system will be extended into Regent Hills from Verrado Way from the east. Water storage is provided by the Zone 3 South reservoirs, located adjacent to the Verrado Golf Course.

Wastewater Management Plan

EPCOR is the wastewater service provider for Verrado. Regent Hills wastewater will be handled by connections to the main line in Verrado Way. The trunk sewers convey wastewater to the existing water reclamation facility located in the southeast portion of the Verrado Community.

Fire Protection

The existing Verrado Fire Station at the southwest corner of Thomas Road and Verrado Way will be the primary provider for fire protection for this area of Verrado.

As previously requested by the Fire Department, a parcel has been set aside for a second Verrado fire station at the southwest corner of Verrado Way and Highlands Park Dr. collector roadway within Highlands Phase 1.

Police Protection

The fire station at the southwest corner of Thomas Road and Verrado Way is a joint fire/police facility. The police have use of a portion of the facility to give Verrado full police and fire protection coverage. This facility was a part of the original development agreement requiring Verrado to provide these facilities to the community.

Impact on Local Schools

The Request is for approximately 334 single family residential lots consistent with the land use budget and planning unit plan densities. There is no impact on existing local schools within

Verrado, which includes Heritage Elementary School at Thomas Rd. and Verrado Way, Verrado Middle School on Main St. and Verrado High School on Indian School Rd.

Parks, Open Space and Trails

The plat is approximately 118 acres in size. The proposed plat includes internal parks and open spaces and limited sidewalk pathways. The subdivision includes a private amenity and access to a semi-private mountain trail on the central mountain feature within the subdivision.

Development Timeline

With this final plat approval, construction is anticipated to start approximately last quarter of 2023. Subdivision improvements and finished lot are proposed in first/second quarter of 2024 with model homes approximately third quarter 2024.

VERRADO®

BUCKEYE, ARIZONA
REGENT HILLS - PHASE 3A
FINAL PLAT

A PORTION OF THE EAST HALF OF SECTION 23 AND A PORTION OF THE WEST HALF OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT DMB WHITE TANK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, FIDELITY NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, ACTING NOT IN ITS CORPORATE CAPACITY, BUT SOLELY AS TRUSTEE UNDER ITS TRUST NO. B176, AND DMB VERRADO GOLF I LLC, AN ARIZONA LIMITED LIABILITY COMPANY(OWNERS) AS OWNERS OF THE LAND DESCRIBED HEREIN, HAVE SUBDIVIDED UNDER THE NAME OF "VERRADO REGENT HILLS – PHASE 3A", A PORTION OF THE EAST HALF OF SECTION 23 AND A PORTION OF THE WEST HALF OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON, AND HEREBY PUBLISH THIS PLAT OF "VERRADO REGENT HILLS – PHASE 3A", AND HEREBY DECLARE THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE STREETS, LOTS, TRACTS AND EASEMENTS CONSTITUTING SAME AND THAT THE STREETS, LOTS, TRACTS, AND EASEMENTS SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT AND THAT OWNERS, EACH AS TO ITS OWN LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, HEREBY DEDICATE TO THE PUBLIC FOR USE AS SUCH THE PUBLIC STREETS AND PUBLIC EASEMENTS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

THE TERMS AND CONDITIONS OF THE FOREGOING DEDICATION OF PUBLIC STREETS ARE HEREBY MADE SUBJECT TO THE PROVISIONS OF THAT CERTAIN DEDICATION, EASEMENT AND MAINTENANCE AGREEMENT (VERRADO) RECORDED AS DOCUMENT NO. 2013-0590799 M.C.R., AS SAME MAY BE AMENDED FROM TIME TO TIME (THE "DEMA") INCLUDING THE TERMS AND CONDITIONS OF CERTAIN EASEMENTS AND RIGHTS RESERVED FROM SUCH DEDICATION, THE TERMS AND CONDITIONS OF THE FOREGOING DEDICATION OF PUBLIC STREETS ARE HEREBY MADE SUBJECT TO THE PROVISIONS OF THE DEMA RELATIVE TO "RIGHT-OF-WAY" OR "R.O.W." AND SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO AS ARE SPECIFICALLY SET FORTH IN SECTION 1.1 OF THE DEMA, THE DEMA IS INCORPORATED HEREIN AS SET FORTH IN ITS ENTIRETY. IT IS INTENDED THAT THIS PLAT AND THE DEMA BE READ TOGETHER TO THE EXTENT OF ALL APPLICABLE PROVISIONS OF THE DEMA.

ALL AREAS DESIGNATED HEREON AS "PUE", OR "PUBLIC UTILITY EASEMENT", SHALL BE UTILIZED ONLY FOR THE PURPOSES, AND SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, SET FORTH IN SECTION 2.4 OF THE DEMA AS IF THE EASEMENTS WERE CREATED UNDER THE DEMA.

OWNERS, EACH AS TO ITS OWN LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, HEREBY GRANT TO THE CITY OF BUCKEYE. FOR THE BENEFIT OF THE PUBLIC, A PERPETUAL "LSWE", OR "LANDSCAPE/SIDEWALK EASEMENT" OVER, UNDER, UPON AND ACROSS EACH OF TRACTS SP1, SP2, SP3, SP4, SP5, SP6, SP7, SP8, SP9, SP10, SP11, SP12, SP13, AND SP14, AND EACH SUCH EASEMENT AREA SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, AS ARE SPECIFICALLY SET FORTH IN SECTION 2.6 OF THE DEMA, AS IF SAID TRACTS WERE LABELED A "LANDSCAPE/SIDEWALK EASEMENTS"DESCRIBED IN SECTION 2.6 AND SAID EASEMENTS WERE CREATED UNDER THE DEMA.

OWNERS, EACH AS TO ITS OWN LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, HEREBY GRANT TO THE CITY OF BUCKEYE. FOR THE BENEFIT OF THE PUBLIC, A PERPETUAL "LE", OR "LANDSCAPE EASEMENT"OVER, UNDER, UPON AND ACROSS EACH OF PARCEL A AND TRACTS G, H, I, J, K, L, M, A1, B1, C1, D1, E1, F1, G1, H1, J1A, J1B, K1, L1, M1, N1, O1, P1, Q1, R1, SP1, SP2, SP3, SP4, SP5, SP6, SP7, SP8, SP9, SP10, SP11, SP12, SP13, SP14 AM1, AM2, AM3, AM4, AM5, AM9, AM10, AM11, AM12, AM13, AM14, AM15, BM1, BM2, BM3, BM4, BM5, LS4, LS5, LS6, LS7, LS8, LS9, AND EACH SUCH EASEMENT AREA SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, AS ARE SPECIFICALLY SET FORTH IN SECTION 2.5 OF THE DEMA, AS IF SAID TRACTS WERE LABELED A "LANDSCAPE EASEMENT" DESCRIBED IN IN SECTION 2.5 AND SAID EASEMENTS WERE CREATED UNDER THE DEMA.

OWNERS, EACH AS TO ITS OWN LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, HEREBY GRANT TO THE CITY OF BUCKEYE, FOR THE BENEFIT OF THE PUBLIC, A PERPETUAL "SDE", OR "STORM DRAIN EASEMENT" OVER, UPON AND ACROSS EACH OF TRACTS G, H, I, J, K, L, M, A1, B1, C1, D1, E1, F1, G1, H1, J1A, J1B, K1, L1, M1, N1, O1, P1, Q1, R1, S1, T1, U1, V1, W1, X1, Y1, Z1, SP2 SP5, SP6, SP8, SP9, SP11, SP14, SP15, SP16, SP17, SP18, AND ALL AREAS DESIGNATED HEREON AS "STORM DRAIN EASEMENT" AND EACH SUCH EASEMENT AREA SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, AS ARE SPECIFICALLY SET FORTH IN SECTION 2.10 OF THE DEMA. AS IF SAID STORM DRAIN EASEMENT WAS LABELED A STORM DRAIN EASEMENT DESCRIBED IN AND SAID EASEMENT WAS CREATED UNDER THE DEMA.

OWNERS, EACH AS TO ITS OWN LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, HEREBY GRANT TO THE CITY OF BUCKEYE, FOR THE BENEFIT OF THE PUBLIC, A PERPETUAL "VTE", OR "VISIBILITY TRIANGLE EASEMENT" OVER, UPON AND ACROSS ALL AREAS DESIGNATED HEREON AS "VISIBILITY TRIANGLE EASEMENT" AND EACH SUCH EASEMENT AREA SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, AS ARE SPECIFICALLY SET FORTH IN SECTION 2.7 OF THE DEMA. AS IF THE VISIBILITY TRIANGLE EASEMENTS DESCRIBED IN AND SAID EASEMENT WAS CREATED UNDER THE DEMA.

OWNERS, EACH AS TO ITS OWN LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, HEREBY GRANT TO THE CITY OF BUCKEYE, FOR THE BENEFIT OF THE PUBLIC, A PERPETUAL "SVE", OR "SIGHT VISIBILITY EASEMENT" OVER, UPON AND ACROSS ALL AREAS DESIGNATED HEREON AS "SIGHT VISIBILITY EASEMENT" AND EACH SUCH EASEMENT AREA SHALL BE UTILIZED ONLY FOR THE PURPOSES, AND SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, AS ARE SPECIFICALLY SET FORTH IN SECTION 2.8 OF THE DEMA. AS IF THE SIGHT VISIBILITY EASEMENTS WERE CREATED UNDER THE DEMA.

OWNERS, EACH AS TO ITS OWN LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, HEREBY GRANT TO SOUTHWEST GAS CORPORATION, A CALIFORNIA CORPORATION ("SW GAS"), A SEPARATE EASEMENT FOR INSTALLATION AND MAINTENANCE OF NATURAL GAS PIPELINE OR PIPELINES AND APPURTENANCES OVER, UPON, AND ACROSS ALL AREAS DESIGNATED HEREON AS "PUE" OR "PUBLIC UTILITY EASEMENT" AND ALL TRACTS REFLECTED HEREON, BUT ONLY TO THE EXTENT WITHIN AREAS CONTEMPLATED BY THE FINAL APPROVED APPLICABLE SW GAS IMPROVEMENT PLANS FOR THE SUBDIVISION, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE GRANT OF EASEMENT RECORDED AS INSTRUMENT NO. 2017 0294149, M.C.R. AS IF SAID AREAS WERE EASEMENT PROPERTY THEREUNDER.

OWNERS, EACH AS TO ITS OWN LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, HEREBY GRANT TO EPCOR WATER ARIZONA INC., AN ARIZONA CORPORATION, A SEPARATE PERPETUAL WATER EASEMENT OVER, UNDER, UPON AND ACROSS ALL AREAS DESIGNATED HEREON AS "WE", OR WATER EASEMENT, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE WATER LINE EASEMENT RECORDED AS INSTRUMENT NO. 2012-0714757, M.C.R., AS IF SAID AREAS WERE EASEMENT PREMISES THEREUNDER.

OWNERS, EACH AS TO ITS OWN LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, HEREBY GRANT TO EPCOR WATER ARIZONA INC., AN ARIZONA CORPORATION, A PERPETUAL SEWER EASEMENT OVER, UNDER, UPON AND ACROSS ALL AREAS DESIGNATED HEREON AS "SE", OR SEWER EASEMENT, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE WASTEWATER LINE EASEMENT RECORDED AS INSTRUMENT NO. 2012-0715735, M.C.R., AS IF SAID AREAS WERE EASEMENT PREMISES THEREUNDER.

IN WITNESS HEREOF:

DMB WHITE TANK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER OF THE LAND DESCRIBED HEREIN, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED DULY AUTHORIZED OFFICER.

DMB WHITE TANK, LLC
AN ARIZONA LIMITED LIABILITY COMPANY

BY: DMB ASSOCIATES, INC., AN ARIZONA CORPORATION, ITS MANAGER

BY: _____

ITS: _____

IN WITNESS HEREOF:

FIDELITY NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, ACTING NOT IN ITS CORPORATE CAPACITY, BUT SOLELY AS TRUSTEE UNDER ITS TRUST NO. B176, AS OWNER OF THE LAND DESCRIBED HEREIN, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED DULY AUTHORIZED OFFICER. THE NAMES AND ADDRESSES OF THE BENEFICIARIES OF FIDELITY NATIONAL TITLE INSURANCE COMPANY TRUST NO. B176 ARE SET FORTH IN THE INSTRUMENT RECORDED AS INSTRUMENT NO. 2002-0281359, M.C.R.

BY: FIDELITY NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, ITS TRUSTEE

BY: _____

ITS: _____

IN WITNESS HEREOF:

DMB VERRADO GOLF I LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER OF THE LAND DESCRIBED HEREIN, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED DULY AUTHORIZED OFFICER.

BY: DMB VERRADO GOLF I LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: DOUGLAS HOWE
ITS: VICE PRESIDENT

NOTES

1. THE LAND DESCRIBED HEREIN IS OR WILL BE SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND OTHER PROVISIONS CONTAINED IN THAT CERTAIN COVENANT FOR COMMUNITY FOR VERRADO RECORDED IN DOCUMENT NO. 2003-0531387, M.C.R., AS SAME MAY BE AMENDED FROM TIME TO TIME, AND IS OR WILL BE SUBJECT TO THAT CERTAIN COMMUNITY CHARTER FOR VERRADO (THE "CHARTER") RECORDED AS DOCUMENT NO. 2002-1008906, M.C.R., AS SAME MAY BE AMENDED FROM TIME TO TIME. PURSUANT TO THE CHARTER THE VERRADO COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION (THE "ASSOCIATION") WAS FORMED TO, AMONG OTHER THINGS; GOVERN THE USE AND MAINTENANCE OF ALL PORTIONS OF "REGENT FOOTHILLS" AS DEFINED IN THE CHARTER. ALL OWNERS OF LOTS SHALL BE MEMBERS OF THE ASSOCIATION. PARCEL A AND ALL TRACTS ARE AREAS OF COMMON RESPONSIBILITY.
2. CONSTRUCTION WITHIN UTILITY EASEMENTS, EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES SHALL BE LIMITED TO WOOD, WIRE, OR REMOVABLE SECTION – TYPE FENCING AND MUST BE IN CONFORMANCE WITH THE CHARTER.
3. ALL COMMON AREA TRACTS, IF ANY, AND TRACTS IDENTIFIED AS AREAS OF COMMON RESPONSIBILITY SHALL BE CONVEYED TO THE ASSOCIATION OR THE VERRADO ASSEMBLY, AN ARIZONA NONPROFIT CORPORATION, AND SHALL BE MAINTAINED AS AREAS OF COMMON RESPONSIBILITY BY THE ASSOCIATION AND SHALL NOT BE ACCEPTED FOR MAINTENANCE OR OWNERSHIP BY THE CITY.
4. THE LAND DESCRIBED IN THIS PLAT IS SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RELATING TO TELECOMMUNICATIONS RECORDED AS DOCUMENT NO. 2002-1008905, M.C.R., AS SAME MAY BE AMENDED FROM TIME TO TIME.
5. NO OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING (MATURE) OVER 24"IN HEIGHT IS ALLOWED WITHIN THE SIGHT VISIBILITY EASEMENT AREA. TREE CANOPIES OVERHANGING OR WITHIN THE SIGHT VISIBILITY EASEMENT SHALL BE KEPT TRIMMED TO A HEIGHT OF NO LESS THAN 7'.
6. ALL CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAPPED OR TAGGED, BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT AT TIME OF CONSTRUCTION.
7. DEVELOPMENT WITHIN THIS SUBDIVISION WILL COMPLY WITH APPLICABLE FIRE CODES REGARDING FIRE SUPPRESSION PURSUANT TO CITY OF BUCKEYE CITY CODE 15-2-10, SECTION 903.2.8.
8. THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT.
9. THE LAND DESCRIBED IN THIS PLAT IS LOCATED WITHIN THE SERVICE AREA OF EPCOR WATER ARIZONA INC. ("EPCOR"). CERTIFICATE OF ASSURED WATER SUPPLY NO. DWR# 27-701248.0000 FOR VERRADO REGENT HILLS – PHASE 3 HAS BEEN SUBMITTED WITH THE PLAT.
10. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND EXCEPT POWER LINES 69Kv AND LARGER.

RATIFICATION AND APPROVAL

THE UNDERSIGNED DULY ELECTED _____, ON BEHALF OF THE BOARD OF DIRECTORS OF THE VERRADO COMMUNITY ASSOCIATION, INC. AN ARIZONA NONPROFIT CORPORATION, AS REQUIRED BY THE CHARTER, RATIFIES AND APPROVES THIS PLAT AND APPROVES ALL DESIGNATIONS OF AREAS OF COMMON RESPONSIBILITY SET FORTH HEREIN.

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024

BY _____ THE _____ OF VERRADO COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION, ON BEHALF OF THE NOT-FOR-PROFIT CORPORATION.

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024,

BY _____ THE _____ OF DMB ASSOCIATES, INC., AN ARIZONA CORPORATION, THE MANAGER OF DMB WHITE TANK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, FOR AND ON BEHALF THEREOF.

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024,

BY _____ THE _____ OF FIDELITY NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, ACTING NOT IN ITS CORPORATE CAPACITY, BUT SOLELY IN ITS CAPACITY AS TRUSTEE UNDER ITS TRUST NO. B176, FOR AND ON BEHALF THEREOF.

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024,

BY DOUGLAS HOWE THE VICE PRESIDENT OF DMB VERRADO GOLF I LLC, AN ARIZONA LIMITED LIABILITY COMPANY

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

OWNER

FIDELITY NATIONAL TITLE INSURANCE COMPANY
TRUST B176
14000 NORTH PIMA ROAD, STE 100
SCOTTSDALE, ARIZONA 85260
PH: (480) 214-4523
CONTACT: BRENDA TUCSON
BRENDA.TUCSON@FNF@COM

OWNER

DMB WHITE TANK, LLC
6263 N. SCOTTSDALE ROAD SUITE 330
SCOTTSDALE, AZ 85250
PH: (480) 367-7000
CONTACT: DAVE NILSEN
DNILSEN@DMBINC.COM

OWNER

DMB VERRADO GOLF I, LLC
8825 N. 23RD AVENUE, SUITE 100
PHOENIX, AZ. 85021
CONTACT: KEN HULTZ
E-MAIL: KHULTZ@CENTURYGOLF.COM

SURVEYOR

RICK ENGINEERING
2401W. PEORIA AVENUE, SUITE 130
PHOENIX, ARIZONA 85029
PHONE:602-957-3350
CONTACT: JASON SEGNERI, RLS
JSEGNERI@RICKENGINEERING.COM

REFERENCE DOCUMENTS

1. RESULTS OF SURVEY RECORDED IN BOOK 602 OF MAPS, PAGE 30, M.C.R.
2. FINAL PLAT RECORDED IN BOOK 653 OF MAPS, PAGE 43, M.C.R.
3. MAP OF DEDICATION RECORDED IN BOOK 661 OF MAPS, PAGE 9, M.C.R.
4. FINAL PLAT RECORDED IN BOOK 679 OF MAPS, PAGE 34, M.C.R.
5. MAP OF DEDICATION RECORDED IN BOOK 857 OF MAPS, PAGE 5, M.C.R.
6. FINAL PLAT RECORDED IN BOOK 859 OF MAPS PAGE 39, M.C.R.
7. FINAL PLAT RECORDED IN BOOK 1536 OF MAPS PAGE 7, M.C.R.

AREA

TOTAL PARCEL CONTAINS 5,167,763 SQUARE FEET OR 118.636 ACRES, MORE OR LESS.

CMP DEVELOPMENT OPTION

RESIDENTIAL MEDIUM AND RESIDENTIAL VERY LOW.

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 3 WEST G.&S.R.B.&M. SAID LINE BEARS S89°45'35"E.

FLOOD ZONE INFORMATION

THE MARICOPA COUNTY, ARIZONA AND INCORPORATED AREAS FLOOD INSURANCE RATE MAP (F.I.R.M.) PANEL NUMBERS 04013C2110 L AND 04013C1645 L, DATED OCTOBER 16, 2013 INDICATED THAT THE PROJECT FALLS WITHIN ZONE X.

CERTIFICATION

I, JASON SEGNERI OF RICK ENGINEERING COMPANY, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS MAP OR PLAT CONSISTING OF 26 SHEETS REPRESENTS A SURVEY PERFORMED BY RICK ENGINEERING COMPANY, DURING THE MONTH OF SEPTEMBER 2023, THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, ON THIS _____ DAY OF _____ 2024.

BY: _____
MAYOR

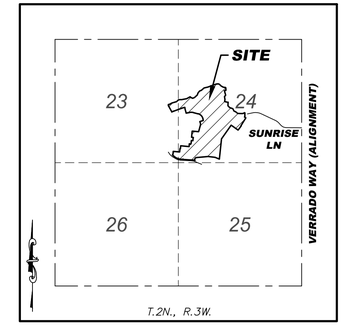
ATTEST: _____

I CERTIFY THAT THIS MINOR SUBDIVISION PLAT SUBSTANTIALLY CONFORMS TO THE VERRADO (FORMERLY CATERPILLAR) COMMUNITY MASTER PLAN APPROVED BY THE CITY OF BUCKEYE AND INCORPORATED BY REFERENCE INTO THAT CERTAIN PRE-ANNEXATION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BUCKEYE AND DMB WHITE TANK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY. RECORDED AS DOCUMENT NO. 99-1071208. M.C.R. (THE "CMP"), VERRADO GOLF I LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND FIDELITY NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, ACTING NOT IN ITS CORPORATE CAPACITY, BUT SOLELY AS TRUSTEE UNDER ITS TRUST NO. B176, INCLUDING ALL MAJOR AND MINOR AMENDMENTS THERETO, AND ARE SUITABLE FOR THE PURPOSES FOR WHICH THEY ARE SUBDIVIDED.

_____
DEVELOPMENT SERVICES DIRECTOR DATE

I CERTIFY THAT ALL ENGINEERING CONDITIONS AND REQUIREMENTS OF THE CMP, INCLUDING ALL MAJOR AND MINOR AMENDMENTS THERETO, HAVE BEEN COMPLIED WITH.

_____
BUCKEYE CITY ENGINEER DATE



VICINITY MAP

N.T.S.

SHEET INDEX

SHEET 1	COVER SHEET
SHEET 2	KEY MAP, SHEET INDEX, GROSS BOUNDARY
SHEET 3	PLAT SHEET & LINE AND CURVE TABLES
SHEET 4	PLAT SHEET & LINE AND CURVE TABLES
SHEET 5	PLAT SHEET & LINE AND CURVE TABLES
SHEET 6	PLAT SHEET & LINE AND CURVE TABLES
SHEET 7	PLAT SHEET & LINE AND CURVE TABLES
SHEET 8	PLAT SHEET & LINE AND CURVE TABLES
SHEET 9	PLAT SHEET & LINE AND CURVE TABLES
SHEET 10	PLAT SHEET & LINE AND CURVE TABLES
SHEET 11	PLAT SHEET & LINE AND CURVE TABLES
SHEET 12	PLAT SHEET & LINE AND CURVE TABLES
SHEET 13	PLAT SHEET & LINE AND CURVE TABLES
SHEET 14	PLAT SHEET & LINE AND CURVE TABLES
SHEET 15	PLAT SHEET & LINE AND CURVE TABLES
SHEET 16	PLAT SHEET & LINE AND CURVE TABLES
SHEET 17	PLAT SHEET & LINE AND CURVE TABLES
SHEET 18	DETAIL 1-11 & LINE AND CURVE TABLES
SHEET 19	DETAIL 12-22 & LINE AND CURVE TABLES
SHEET 20	DETAIL 23-32 & LINE AND CURVE TABLES
SHEET 21	DETAIL 33-41 & LINE AND CURVE TABLES
SHEET 22	DETAIL 42-51 & LINE AND CURVE TABLES
SHEET 23	DETAIL 52-61 & LINE AND CURVE TABLES
SHEET 24	DETAIL 62-71 & LINE AND CURVE TABLES
SHEET 25	DETAIL 72-79 & LINE AND CURVE TABLES
SHEET 26	LOT & TRACT AREAS & USAGE TABLES

DMB
RICK ENGINEERING COMPANY
2401 W. PEORIA AVENUE, SUITE 130
PHOENIX, AZ 85029
602-957-3350
rickengineering.com
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35833
JASON A.
SEGNERI
Date Signed
01/11/2024
ARIZONA U.S.A.
EXP
3/31/25

VERRADO™
BUCKEYE, ARIZONA
"VERRADO REGENT HILLS - PHASE 3A"
FINAL PLAT

REVISION	DATE

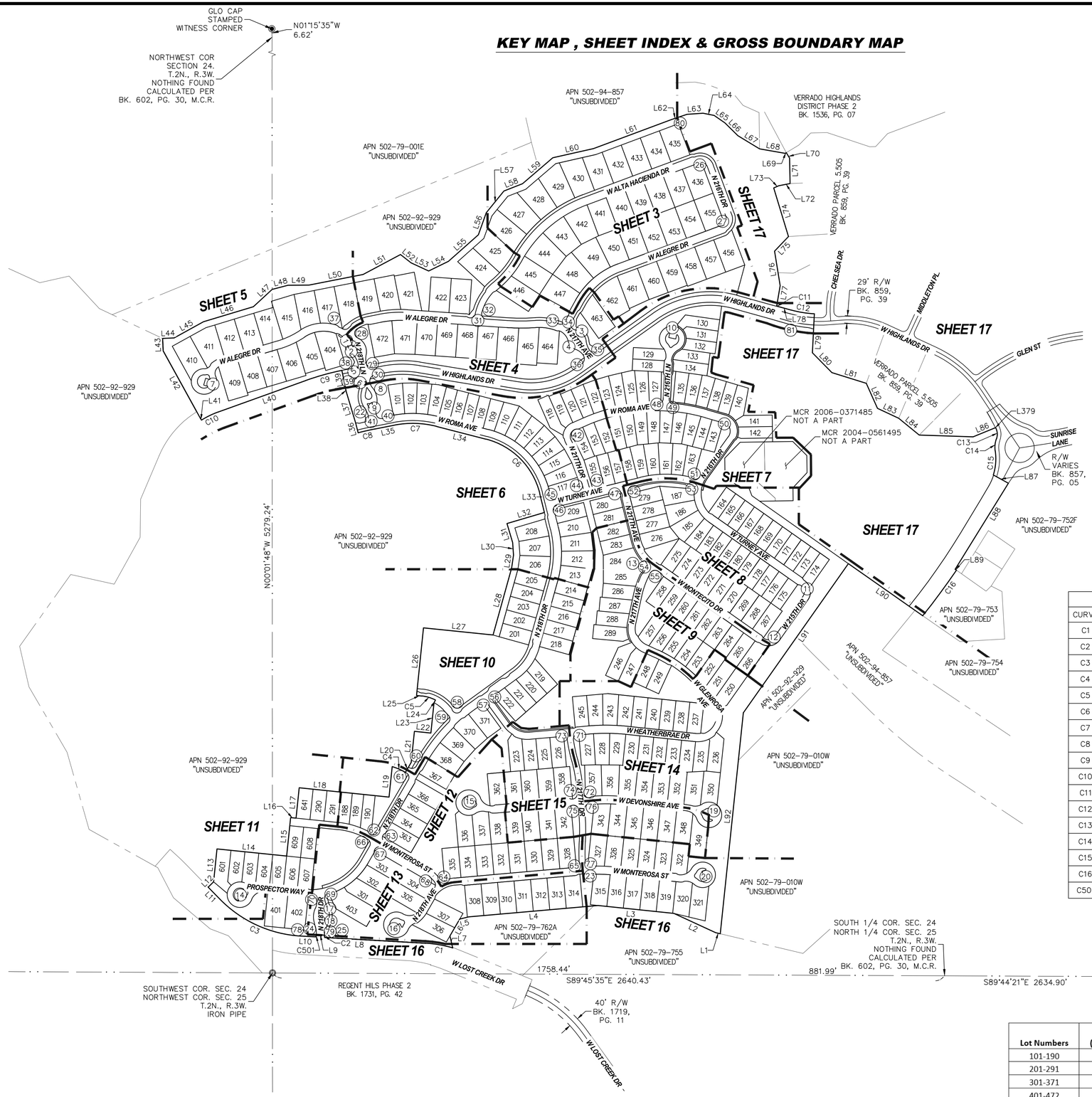
Date: 01/15/24
Project: 6068
File: 6068_PLAT
Scale: N/A

SHEET
1 OF 26

PLZV # 1R PLZV-23-0006

C:\RICK\Projects\P05500\6068_Verrado_RegentHills\Survey\Drawings\PLAT - PHASE 3A\6068_PLAT_PHASE 3A.dwg - plotted by: pengle ON 2024-01-15 @ 07:33 - ctbsig bw.ctb - © 2024 Rick Engineering Company

KEY MAP , SHEET INDEX & GROSS BOUNDARY MAP



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N76°37'55"W	18.63'
L2	N65°16'12"W	180.80'
L3	N84°01'40"W	298.99'
L4	S84°56'47"W	510.33'
L5	S76°37'43"W	36.33'
L6	S30°12'06"W	76.53'
L7	S12°54'51"E	48.74'
L8	N86°42'03"W	397.76'
L9	N86°42'03"W	32.00'
L10	N86°42'03"W	58.45'
L11	N44°15'43"W	65.34'
L12	N45°44'17"E	30.06'
L13	N05°53'16"E	130.00'
L14	S84°06'44"E	275.00'
L15	N05°53'16"E	152.00'
L16	S84°06'44"E	21.35'
L17	N05°53'16"E	120.00'
L18	S84°06'44"E	355.00'
L19	N05°53'16"E	119.88'
L20	N30°12'06"E	45.63'
L21	N05°53'16"E	122.53'
L22	S84°06'44"E	65.00'
L23	N05°53'16"E	119.38'
L24	N27°24'09"E	12.00'
L25	N84°06'44"W	20.50'
L26	N05°53'16"E	267.20'
L27	S84°06'44"E	274.54'
L28	N15°30'22"E	273.44'
L29	N08°22'17"E	50.90'
L30	N04°05'05"W	49.44'
L31	N16°31'26"W	78.05'

LINE TABLE		
LINE	DIRECTION	LENGTH
L32	N73°31'33"E	153.28'
L33	N13°56'02"W	77.79'
L34	N75°32'34"W	200.40'
L35	S78°54'31"W	77.42'
L36	N14°22'16"W	39.00'
L37	N16°44'48"W	131.05'
L38	N11°05'29"W	29.56'
L39	N11°31'56"W	56.00'
L40	S70°12'24"W	365.24'
L41	N32°07'43"W	8.00'
L42	N28°51'36"W	303.09'
L43	N02°44'14"W	48.89'
L44	N87°15'46"E	45.50'
L45	N61°08'24"E	131.42'
L46	N73°15'12"E	204.71'
L47	N47°12'29"E	100.43'
L48	N75°27'22"E	64.56'
L49	N89°25'59"E	82.48'
L50	N78°54'31"E	216.36'
L51	N61°56'29"E	166.57'
L52	S51°54'32"E	52.92'
L53	S64°58'51"E	76.27'
L54	N63°55'23"E	86.46'
L55	N48°22'59"E	157.29'
L56	N19°43'59"E	91.91'
L57	N39°06'46"E	110.18'
L58	N68°32'38"E	78.09'
L59	N49°26'52"E	156.91'
L60	N77°21'17"E	164.03'
L61	N69°32'12"E	326.57'
L62	N71°20'08"E	64.69'

LINE TABLE		
LINE	DIRECTION	LENGTH
L63	N86°17'13"E	63.01'
L64	S79°03'08"E	44.39'
L65	S55°16'49"E	51.75'
L66	S45°21'29"E	71.62'
L67	S58°40'28"E	99.33'
L68	S80°06'19"E	102.21'
L69	N58°54'43"E	5.29'
L70	S31°05'17"E	25.00'
L71	S01°10'03"E	100.05'
L72	S79°02'03"W	45.46'
L73	S66°20'00"W	21.62'
L74	S16°50'30"E	199.75'
L75	S43°41'18"W	79.03'
L76	S09°12'41"E	137.33'
L77	S09°36'13"W	81.21'
L78	S74°41'50"E	54.61'
L79	S02°53'32"W	153.35'
L80	S44°34'26"E	109.46'
L81	S72°43'25"E	141.40'
L82	S24°01'09"E	107.72'
L83	S65°00'32"E	91.97'
L84	S50°47'08"E	104.29'
L85	S88°02'53"E	211.82'
L86	N67°35'04"E	95.02'
L87	S60°59'01"E	67.86'
L88	S31°45'45"W	397.65'
L89	S55°56'57"E	6.42'
L90	N54°59'27"W	356.62'
L91	S35°08'36"W	716.65'
L92	S05°58'20"W	872.96'
L379	S27°53'13"E	0.33'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	13°13'20"	466.00'	107.54'	N80°05'23"W 107.30'
C2	21°06'01"	25.00'	9.21'	N07°15'04"W 9.15'
C3	42°26'21"	484.00'	358.50'	N65°28'53"W 350.36'
C4	13°38'05"	238.00'	56.64'	S66°36'56"E 56.50'
C5	21°30'53"	150.00'	56.33'	N73°21'17"W 55.99'
C6	61°36'32"	292.00'	313.98'	N44°44'18"W 299.07'
C7	25°32'55"	377.00'	168.11'	N88°19'02"W 166.72'
C8	3°16'46"	1177.00'	67.37'	S77°16'07"W 67.36'
C9	8°15'40"	1028.00'	148.22'	S74°20'14"W 148.09'
C10	12°20'07"	338.00'	72.77'	S64°02'20"W 72.63'
C11	0°29'57"	379.50'	3.31'	S69°05'48"E 3.31'
C12	12°42'57"	421.43'	93.53'	S80°44'09"E 93.34'
C13	47°44'12"	55.00'	45.82'	S04°01'07"E 44.51'
C14	28°21'56"	95.50'	47.28'	S05°40'01"W 46.80'
C15	26°02'19"	210.00'	95.44'	N04°30'13"E 94.62'
C16	4°32'23"	2807.94'	222.48'	S36°32'32"W 222.42'
C501	21°06'01"	25.00'	9.21'	S13°50'57"W 9.15'

Lot Numbers	Minimum Size (Width x Depth)	Development Option
101-190	45' x 120'	Residential Medium (RM)
201-291	55' x 120'	Residential Medium (RM)
301-371	65' x 120'	Residential Medium (RM)
401-472	80' x 130'	Residential Very Low (RVL)
601-609, 641	55' x 120'	Residential Medium (RM)

200 0 200 400
SCALE FEET

LEGEND

- FOUND IRON PIPE
- SET BRASS CAP FLUSH MAG. STD. DET. 120 TYPE "B", UNLESS OTHERWISE NOTED
- △ SUBDIVISION CORNER, SET 1/2" REBAR RLS #35833, UNLESS OTHERWISE NOTED
- (#) DETAIL NUMBER, SEE SHEETS 18–25
- APN ASSESSOR PARCEL NUMBER
- D.H. DEDICATED HEREON
- GLO GENERAL LAND OFFICE
- M.C.R. MARICOPA COUNTY RECORDS
- PUE PUBLIC UTILITY EASEMENT
- R/W RIGHT OF WAY
- SDE STORM DRAIN EASEMENT
- SE SEWER EASEMENT
- SVE SIGHT VISIBILITY EASEMENT
- VNAE VEHICULAR NON–ACCESS EASEMENT
- VTE VISIBILITY TRIANGLE EASEMENT
- WE WATER EASEMENT
- WSE WATER & SEWER EASEMENT

SUBDIVISION BOUNDARY LINE
LOT OR TRACT LINE
SECTION LINE
CENTER LINE
EASEMENT LINE
ADJACENT BOUNDARY LINE
MATCHLINE

DMB
RICK ENGINEERING COMPANY
2401 W. PEORIA AVENUE, SUITE 130
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602-957-3350
rickengineeringcom
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35833
JASON A. SEGNERI
Date Signed 01/11/2024
ARIZONA U.S.A.
EXP 3/31/25

VERRADO™

BUCKEYE, ARIZONA

"VERRADO REGENT HILLS - PHASE 3A"

FINAL PLAT

PLZV # 1R PLZV-23-0006

REVISION	DATE

Date: 01/15/24
Project: 6068
File: 6068_PLAT
Scale: 1"=200'

SHEET
2 OF 26

C:\RICK\Projects\P05500\6068_Verrado_RegentHills\Survey\Drawings\PLAT - PHASE 3A\6068_PLAT_PHASE 3A.dwg - plotted by: pengle ON 2024-01-16 @ 08:13 - ctb:sig bw.ctb - © 2024 Rick Engineering Company

LINE TABLE		
LINE	DIRECTION	LENGTH
L57	N39°06'46"E	110.18'
L58	N68°32'38"E	78.09'
L59	N49°26'52"E	156.91'
L60	N77°21'17"E	164.03'
L61	N69°32'12"E	326.57'
L62	N71°20'08"E	64.69'
L63	N86°17'13"E	63.01'
L64	S79°03'08"E	44.39'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C56	25°50'31"	20.00'	9.02'	N56°36'57"E 8.94'
C57	25°50'31"	20.00'	9.02'	N56°36'57"E 8.94'
C58	29°55'35"	30.00'	15.67'	N84°30'00"E 15.49'
C62	1°47'30"	30.00'	0.94'	S40°30'22"W 0.94'
C63	49°46'18"	20.00'	17.37'	S66°17'16"W 16.83'
C64	21°38'12"	20.00'	7.55'	S80°21'19"W 7.51'
C65	60°04'25"	30.00'	31.45'	N09°34'25"E 30.03'
C66	60°04'25"	30.00'	31.45'	N50°30'00"W 30.03'
C69	36°52'12"	31.00'	19.95'	N51°06'07"E 19.61'
C70	17°56'43"	9.00'	2.82'	N41°38'22"E 2.81'
C71	11°37'16"	65.00'	13.18'	N44°48'06"E 13.16'
C83	36°52'12"	20.00'	12.87'	N51°06'07"E 12.65'
C84	17°56'43"	20.00'	6.26'	N41°38'22"E 6.24'
C85	71°04'31"	54.00'	66.99'	N15°04'28"E 62.77'
C86	90°00'00"	54.00'	84.82'	N65°27'48"W 76.37'
C87	25°50'31"	20.00'	9.02'	S82°27'28"W 8.94'
C88	25°50'31"	20.00'	9.02'	S82°27'28"W 8.94'
SDC722	27°51'14"	411.00'	199.81'	N68°34'22"E 197.84'

STORM LINE TABLE		
LINE	DIRECTION	LENGTH
SD501	N69°31'37"E	46.22'
SD502	S28°09'24"E	82.65'
SD503	S69°31'37"W	69.10'
SD524	N54°50'33"E	264.60'
SD525	N69°47'21"E	86.45'
SD526	N72°51'30"E	122.13'
SD527	S17°08'30"E	15.00'
SD530	S54°38'45"W	233.98'
SD532	N72°51'30"E	63.47'
SD747	N61°50'36"E	20.00'
SD748	N28°09'24"W	59.77'

SEWER LINE TABLE		
LINE	DIRECTION	LENGTH
SW700	N20°27'48"W	71.11'
SW701	N14°48'40"E	57.68'
SW702	N74°21'50"W	20.00'
SW710	S20°27'48"E	234.26'
SW711	S14°48'40"W	64.33'



LEGEND

- FOUND IRON PIPE
- SET BRASS CAP FLUSH MAG. STD. DET. 120 TYPE "B", UNLESS OTHERWISE NOTED
- △ SUBDIVISION CORNER, SET 1/2" REBAR RLS #35833, UNLESS OTHERWISE NOTED
- (1) DETAIL NUMBER, SEE SHEETS 18–25
- APN ASSESSOR PARCEL NUMBER
- D.H. DEDICATED HEREON
- GLO GENERAL LAND OFFICE
- M.C.R. MARICOPA COUNTY RECORDS
- PUE PUBLIC UTILITY EASEMENT
- R/W RIGHT OF WAY
- SDE STORM DRAIN EASEMENT
- SE SEWER EASEMENT
- SVE SIGHT VISIBILITY EASEMENT
- VNAE VEHICULAR NON–ACCESS EASEMENT
- VTE VISIBILITY TRIANGLE EASEMENT
- WE WATER EASEMENT
- WSE WATER & SEWER EASEMENT

SUBDIVISION BOUNDARY LINE
LOT OR TRACT LINE
SECTION LINE
CENTER LINE
EASEMENT LINE
ADJACENT BOUNDARY LINE

DMB
RICK ENGINEERING COMPANY
2401 W. PEORIA AVENUE, SUITE 130
PHOENIX, AZ 85029
602-957-3350
rickengineeringcom
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35833
JASON A. SEGNERI
Date Signed 01/11/2024
ARIZONA U.S.A.
EXP 3/31/25

VERRADO™

BUCKEYE, ARIZONA

"VERRADO REGENT HILLS - PHASE 3A"

FINAL PLAT

REVISION	DATE

Date: 01/15/24
Project: 6068
File: 6068_PLAT
Scale: 1"=40'

SHEET 3 OF 26

PLZV # 1R PLZV-23-0006

C:\RICK\Projects\P05500\6068_Verrado_RegentHills\Survey\Drawings\PLAT – PHASE 3A\6068_PLAT_PHASE 3A.dwg – plotted by: pengle ON 2024-01-16 @ 08:14 – ctb:sig bw.ctb – © 2024 Rick Engineering Company

LINE TABLE		
LINE	DIRECTION	LENGTH
L51	N61°56'29"E	166.57'
L52	S51°54'32"E	52.92'
L53	S64°58'51"E	76.27'
L54	N63°55'23"E	86.46'
L55	N48°22'59"E	157.29'
L56	N19°43'59"E	91.91'
L93	N11°05'12"W	21.98'
L94	S35°21'15"E	17.22'
L95	S35°21'15"E	20.79'
L96	S35°21'15"E	39.00'
L108	S28°52'48"W	28.24'
L109	N28°52'48"E	24.05'
L110	S03°53'39"W	28.49'
L111	N60°55'15"W	24.91'
L112	N35°21'15"W	6.00'
L113	S54°38'45"W	21.45'
L114	N76°55'43"W	6.80'
L115	N28°52'48"E	45.75'
L116	S78°54'31"W	42.56'
L118	N78°54'31"E	34.00'
L119	N78°54'31"E	55.36'
L136	S41°25'53"W	13.32'
L137	S34°44'18"W	13.77'
L138	N86°02'23"W	26.86'
L141	S78°54'48"W	32.00'
L142	N78°54'31"E	56.45'
L143	N54°38'45"E	56.45'
L144	N78°54'31"E	42.56'
L145	S54°38'45"W	34.00'
L146	S78°54'31"W	34.00'
L272	S54°38'45"W	32.00'
L309	N28°52'48"E	19.59'

STORM CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
SDC661	20°23'19"	436.00'	155.15'	S89°06'10"W 154.33'
SDC684	18°01'01"	444.00'	139.62'	S87°55'01"W 139.04'
SDC723	66°01'26"	50.00'	57.62'	N43°46'02"W 54.48'

STORM LINE TABLE		
LINE	DIRECTION	LENGTH
SD504	N00°16'04"E	156.11'
SD505	S00°16'04"W	157.40'
SD506	S84°59'15"E	7.44'
SD507	S42°53'00"E	39.93'
SD508	N81°58'47"E	85.68'
SD509	S80°54'38"E	104.71'
SD511	N80°42'10"W	87.43'
SD512	N87°36'59"W	91.41'
SD513	N42°53'00"W	35.77'
SD514	N24°49'55"E	39.02'
SD515	S65°14'22"E	20.00'
SD516	S24°49'55"W	29.69'
SD517	S24°03'38"W	39.55'
SD518	N65°56'22"W	20.00'
SD519	N24°03'38"E	40.39'
SD523	N82°20'31"E	76.15'
SD524	N54°50'33"E	264.60'
SD531	S82°20'30"W	54.59'
SD535	S24°49'55"W	46.23'
SD537	N24°49'55"E	38.65'
SD600	S89°43'56"E	20.00'



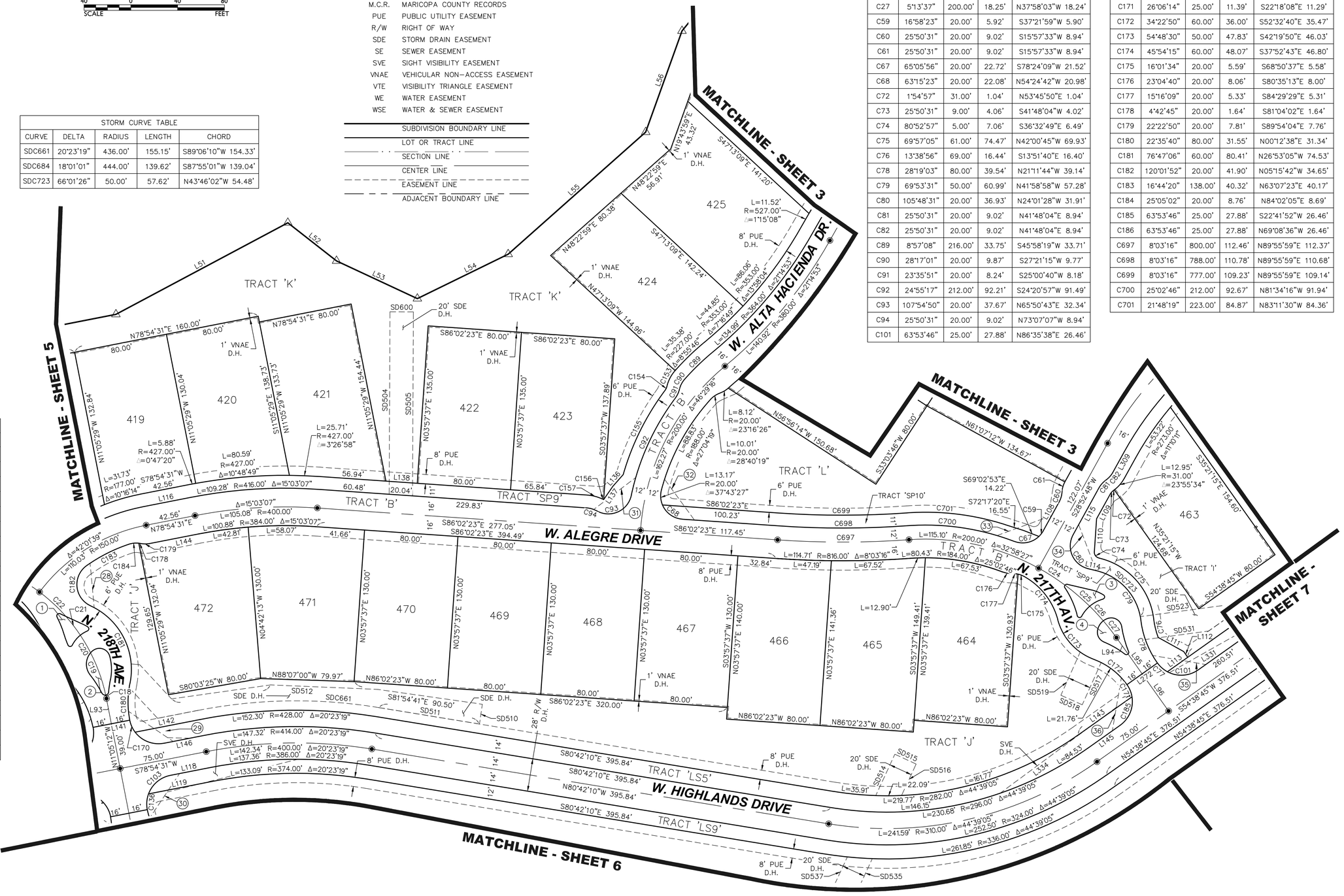
LEGEND

○	FOUND IRON PIPE
◉	SET BRASS CAP FLUSH MAG. STD. DET. 120 TYPE "B", UNLESS OTHERWISE NOTED
△	SUBDIVISION CORNER, SET 1/2" REBAR RLS #35833, UNLESS OTHERWISE NOTED
(1)	DETAIL NUMBER, SEE SHEETS 18–25
APN	ASSESSOR PARCEL NUMBER
D.H.	DEDICATED HEREON
GLO	GENERAL LAND OFFICE
M.C.R.	MARICOPA COUNTY RECORDS
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT OF WAY
SDE	STORM DRAIN EASEMENT
SE	SEWER EASEMENT
SVE	SIGHT VISIBILITY EASEMENT
VNAE	VEHICULAR NON–ACCESS EASEMENT
VTE	VISIBILITY TRIANGLE EASEMENT
WE	WATER EASEMENT
WSE	WATER & SEWER EASEMENT

SUBDIVISION BOUNDARY LINE
LOT OR TRACT LINE
SECTION LINE
CENTER LINE
EASEMENT LINE
ADJACENT BOUNDARY LINE

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C18	1°09'03"	150.00'	3.01'	N11°39'44"W 3.01'
C19	14°43'21"	150.00'	38.54'	N19°35'56"W 38.44'
C20	6°40'04"	150.00'	17.46'	N30°17'39"W 17.45'
C21	7°42'45"	150.00'	20.19'	N37°29'04"W 20.18'
C22	11°46'43"	150.00'	30.84'	N47°13'48"W 30.78'
C24	7°41'42"	200.00'	26.86'	N57°16'21"W 26.84'
C25	7°57'44"	200.00'	27.79'	N49°26'38"W 27.77'
C26	4°52'54"	200.00'	17.04'	N43°01'19"W 17.04'
C27	5°13'37"	200.00'	18.25'	N37°58'03"W 18.24'
C59	16°58'23"	20.00'	5.92'	S37°21'59"W 5.90'
C60	25°50'31"	20.00'	9.02'	S15°57'33"W 8.94'
C61	25°50'31"	20.00'	9.02'	S15°57'33"W 8.94'
C67	65°05'56"	20.00'	22.72'	S78°24'09"W 21.52'
C68	63°15'23"	20.00'	22.08'	N54°24'42"W 20.98'
C72	1°54'57"	31.00'	1.04'	N53°45'50"E 1.04'
C73	25°50'31"	9.00'	4.06'	S41°48'04"W 4.02'
C74	80°52'57"	5.00'	7.06'	S36°32'49"E 6.49'
C75	69°57'05"	61.00'	74.47'	N42°00'45"W 69.93'
C76	13°38'56"	69.00'	16.44'	S13°51'40"E 16.40'
C78	28°19'03"	80.00'	39.54'	N21°11'44"W 39.14'
C79	69°53'31"	50.00'	60.99'	N41°58'58"W 57.28'
C80	105°48'31"	20.00'	36.93'	N24°01'28"W 31.91'
C81	25°50'31"	20.00'	9.02'	N41°48'04"E 8.94'
C82	25°50'31"	20.00'	9.02'	N41°48'04"E 8.94'
C89	8°57'08"	216.00'	33.75'	S45°58'19"W 33.71'
C90	28°17'01"	20.00'	9.87'	S27°21'15"W 9.77'
C91	23°35'51"	20.00'	8.24'	S25°00'40"W 8.18'
C92	24°55'17"	212.00'	92.21'	S24°20'57"W 91.49'
C93	107°54'50"	20.00'	37.67'	N65°50'43"E 32.34'
C94	25°50'31"	20.00'	9.02'	N73°07'07"W 8.94'
C101	63°53'46"	25.00'	27.88'	N86°35'38"E 26.46'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C103	58°40'04"	25.00'	25.60'	S49°34'29"W 24.49'
C136	31°19'39"	25.00'	13.67'	N04°34'37"E 13.50'
C153	28°17'01"	31.00'	15.30'	S27°21'15"W 15.15'
C154	23°35'51"	9.00'	3.71'	S25°00'40"W 3.68'
C155	20°48'38"	223.00'	81.00'	S26°24'17"W 80.55'
C156	3°52'31"	25.00'	1.69'	S66°56'16"E 1.69'
C157	21°02'22"	35.00'	12.85'	N75°31'12"W 12.78'
C170	26°06'31"	25.00'	11.39'	S24°08'28"E 11.29'
C171	26°06'14"	25.00'	11.39'	S22°18'08"E 11.29'
C172	34°22'50"	60.00'	36.00'	S52°32'40"E 35.47'
C173	54°48'30"	50.00'	47.83'	S42°19'50"E 46.03'
C174	45°54'15"	60.00'	48.07'	S37°52'43"E 46.80'
C175	16°01'34"	20.00'	5.59'	S68°50'37"E 5.58'
C176	23°04'40"	20.00'	8.06'	S80°35'13"E 8.00'
C177	15°16'09"	20.00'	5.33'	S84°29'29"E 5.31'
C178	4°42'45"	20.00'	1.64'	S81°04'02"E 1.64'
C179	22°22'50"	20.00'	7.81'	S89°54'04"E 7.76'
C180	22°35'40"	80.00'	31.55'	N00°12'38"E 31.34'
C181	76°47'06"	60.00'	80.41'	N26°53'05"W 74.53'
C182	120°01'52"	20.00'	41.90'	N05°15'42"W 34.65'
C183	16°44'20"	138.00'	40.32'	N63°07'23"E 40.17'
C184	25°05'02"	20.00'	8.76'	N84°02'05"E 8.69'
C185	63°53'46"	25.00'	27.88'	S22°41'52"W 26.46'
C186	63°53'46"	25.00'	27.88'	N69°08'36"W 26.46'
C697	8°03'16"	800.00'	112.46'	N89°55'59"E 112.37'
C698	8°03'16"	788.00'	110.78'	N89°55'59"E 110.68'
C699	8°03'16"	777.00'	109.23'	N89°55'59"E 109.14'
C700	25°02'46"	212.00'	92.67'	N81°34'16"W 91.94'
C701	21°48'19"	223.00'	84.87'	N83°11'30"W 84.36'


MATCHLINE - SHEET 5
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TRACT 'K'
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424
W. ALTA HACIENDA DR.
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N19°43'59"E 4.32'
1' VNAE D.H.
S47°13'09"E 141.20'
N48°22'59"E 56.91'
N48°22'59"E 80.38'
S47°13'09"E 142.24'
1' VNAE D.H.
N47°13'09"W 144.96'
L=11.52' R=527.00' Δ=1°15'08"
8' PUE D.H.
L=86.06' R=353.00' Δ=13°58'04"
L=44.85' R=353.00' Δ=7°16'49"
L=35.38' R=227.00' Δ=8°55'46"
L=134.99' R=364.00' Δ=21°14'33"
L=140.92' R=380.00' Δ=21°14'53"
N56°56'14"W 150.68'
S33°03'46"W 80.00'
N61°07'12"W 134.67'
L=8.12' R=20.00' Δ=23°16'26"
L=10.01' R=20.00' Δ=28°40'19"
L=13.17' R=20.00' Δ=37°43'27"
L=88.88' R=200.00' Δ=25°27'04"
L=62.27' R=200.00' Δ=17°50'29"
L=115.10' R=200.00' Δ=32°58'27"
L=80.43' R=184.00' Δ=25°02'46"
L=67.53'
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L=47.19'
L=114.71' R=816.00' Δ=8°03'16"
L=12.95' R=31.00' Δ=23°55'34"
L=53.22' R=273.00' Δ=11°10'11"
S35°21'15"E 154.60'
N35°21'15"W 124.68'
S54°38'45"E 376.51'
N54°38'45"E 376.51'
L=12.90'
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L=35.91'
L=22.09'
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L=219.77' R=282.00' Δ=44°39'05"
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L=230.68' R=296.00' Δ=44°39'05"
L=241.59' R=310.00' Δ=44°39'05"
L=252.50' R=324.00' Δ=44°39'05"
L=261.85' R=336.00' Δ=44°39'05"
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L=152.30' R=428.00' Δ=20°23'19"
L=147.32' R=414.00' Δ=20°23'19"
L=142.34' R=400.00' Δ=20°23'19"
L=137.36' R=386.00' Δ=20°23'19"
L=133.09' R=374.00' Δ=20°23'19"
L=109.28' R=416.00' Δ=15°03'07"
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L=31.73' R=177.00' Δ=10°16'14"
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CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C9	8°15'40"	1028.00'	148.22'	S74°20'14"W 148.09'
C10	12°20'07"	338.00'	72.77'	S64°02'20"W 72.63'
C17	0°26'27"	1000.00'	7.69'	N78°41'17"E 7.69'
C18	1°09'03"	150.00'	3.01'	N11°39'44"W 3.01'
C19	14°43'21"	150.00'	38.54'	N19°35'56"W 38.44'
C20	6°40'04"	150.00'	17.46'	N30°17'39"W 17.45'
C21	7°42'45"	150.00'	20.19'	N37°29'04"W 20.18'
C22	11°46'43"	150.00'	30.84'	N47°13'48"W 30.78'
C23	14°04'18"	120.00'	29.47'	N23°21'02"E 29.40'
C95	23°48'06"	166.00'	68.96'	S67°00'28"W 68.46'
C96	29°04'35"	20.00'	10.15'	S40°34'07"W 10.04'
C97	22°56'42"	20.00'	8.01'	N37°30'11"E 7.96'
C98	2°44'28"	162.00'	7.75'	S47°36'18"W 7.75'
C99	71°17'34"	20.00'	24.89'	S81°52'51"W 23.31'
C137	0°26'27"	1028.00'	7.91'	N78°41'17"E 7.91'
C138	63°53'46"	25.00'	27.88'	S46°57'38"W 26.46'
C140	51°30'40"	5.00'	4.50'	N03°44'53"E 4.35'
C141	22°17'48"	69.00'	26.85'	N33°09'21"W 26.68'
C142	27°46'12"	91.00'	44.11'	S30°25'09"E 43.68'
C143	15°57'31"	69.00'	19.22'	N24°30'48"W 19.16'
C144	29°13'33"	31.00'	15.81'	N17°52'47"W 15.64'
C145	32°01'13"	20.00'	11.18'	N73°47'12"W 11.03'
C146	6°17'54"	20.00'	2.20'	S86°38'52"E 2.20'
C147	13°01'12"	20.00'	4.54'	S76°59'19"E 4.54'
C148	0°34'18"	30.00'	0.30'	N57°14'04"E 0.30'

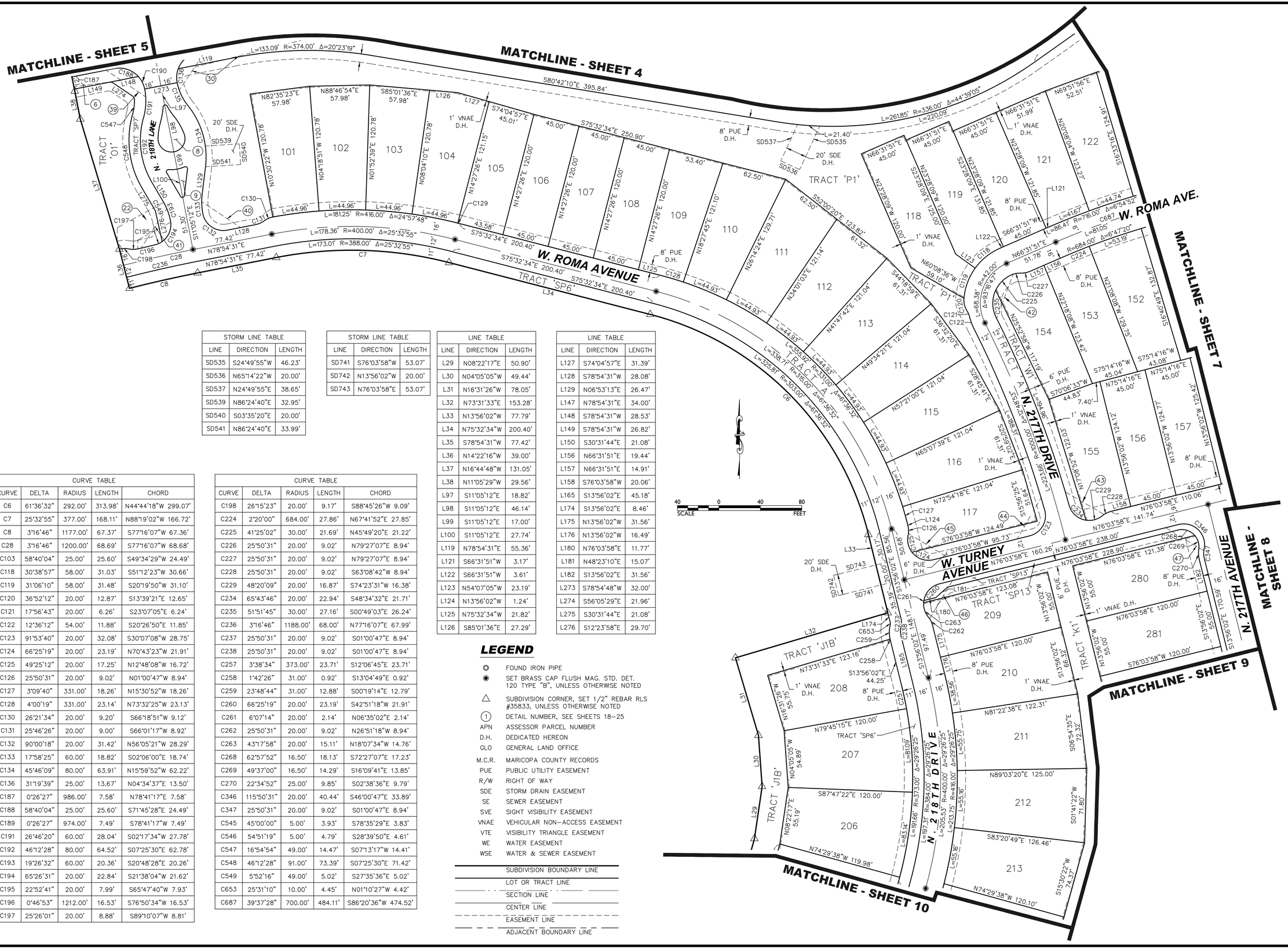
CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C149	31°02'20"	20.00'	10.83'	N73°02'23"E 10.70'
C150	21°27'52"	20.00'	7.49'	N77°49'37"E 7.45'
C151	6°23'40"	104.00'	11.61'	N70°17'32"E 11.60'
C152	80°35'49"	30.00'	42.20'	N16°39'01"E 38.81'
C158	0°22'16"	162.00'	1.05'	N62°39'30"W 1.05'
C159	3°51'35"	162.00'	10.91'	N64°46'25"W 10.91'
C160	22°56'42"	20.00'	8.01'	S55°13'52"E 7.96'
C161	29°04'35"	20.00'	10.15'	N58°17'48"W 10.04'
C162	29°51'37"	20.00'	10.42'	S37°10'44"W 10.31'
C163	22°19'54"	20.00'	7.80'	S33°24'53"W 7.75'
C164	18°06'40"	30.00'	9.48'	S53°38'10"W 9.44'
C165	27°09'05"	30.00'	14.22'	S76°16'03"W 14.08'
C166	1°07'11"	20.00'	0.39'	N57°13'00"W 0.39'
C167	40°07'22"	80.00'	56.02'	S36°35'44"E 54.88'
C168	27°46'12"	80.00'	38.77'	S30°25'09"E 38.40'
C169	33°12'45"	80.00'	46.37'	N27°41'52"W 45.73'
C187	0°26'27"	986.00'	7.58'	N78°41'17"E 7.58'
C188	58°40'04"	25.00'	25.60'	S71°45'28"E 24.49'
C189	0°26'27"	974.00'	7.49'	S78°41'17"W 7.49'
C190	31°19'16"	25.00'	13.67'	S26°45'47"E 13.50'
C191	26°46'20"	60.00'	28.04'	S02°17'34"W 27.78'
C545	45°00'00"	5.00'	3.93'	S78°35'29"E 3.83'
C546	54°51'19"	5.00'	4.79'	S28°39'50"E 4.61'
C652	26°06'54"	25.00'	11.39'	N01°57'18"E 11.30'

LEGEND

◎	FOUND IRON PIPE
◉	SET BRASS CAP FLUSH MAG. STD. DET. 120 TYPE "B", UNLESS OTHERWISE NOTED
△	SUBDIVISION CORNER, SET 1/2" REBAR RLS #35833, UNLESS OTHERWISE NOTED
(1)	DETAIL NUMBER, SEE SHEETS 18–25
APN	ASSESSOR PARCEL NUMBER
D.H.	DEDICATED HEREON
GLO	GENERAL LAND OFFICE
M.C.R.	MARICOPA COUNTY RECORDS
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT OF WAY
SDE	STORM DRAIN EASEMENT
SE	SEWER EASEMENT
SVE	SIGHT VISIBILITY EASEMENT
VNAE	VEHICULAR NON–ACCESS EASEMENT
VTE	VISIBILITY TRIANGLE EASEMENT
WE	WATER EASEMENT
WSE	WATER & SEWER EASEMENT

SUBDIVISION BOUNDARY LINE
LOT OR TRACT LINE
SECTION LINE
CENTER LINE
EASEMENT LINE
ADJACENT BOUNDARY LINE


40 0 40 80
SCALE FEET
MATCHLINE - SHEET 4
MATCHLINE - SHEET 6
TRACT 'K'
TRACT 'B'
W. ALEGRE DRIVE
N. 218TH LANE
415
416
417
418
414
413
412
411
410
409
408
407
406
405
404
1' VNAE D.H.
8' PUE D.H.
20' SDE D.H.
20' SE D.H.
6' PUE D.H.
L50
L48
L49
L47
L46
L45
L44
L43
L42
L41
L40
C10
C9
N78°54'31"E 240.00'
S73°15'12"W 276.12'
N61°08'24"E 151.15'
S73°29'22"W 80.00'
N73°29'22"E 219.95'
N11°05'29"W 141.11'
N11°05'29"W 168.77'
S11°05'29"E 132.84'
N16°44'48"W 130.07'
S16°30'38"E 130.00'
N16°30'38"W 130.00'
S16°30'38"E 136.26'
N28°51'36"W 141.58'
N28°51'36"W 155.25'
S16°30'38"E 144.36'
N16°30'38"W 155.42'
S16°30'38"E 136.77'
N16°30'38"W 136.77'
S16°30'38"E 136.77'
N16°30'38"W 136.77'
S16°30'38"E 136.77'
N16°30'38"W 136.77



STORM LINE TABLE		
LINE	DIRECTION	LENGTH
SD535	S24°49'55"W	46.23'
SD536	N65°14'22"W	20.00'
SD537	N24°49'55"E	38.65'
SD539	N86°24'40"E	32.95'
SD540	S03°35'20"E	20.00'
SD541	N86°24'40"E	33.99'

STORM LINE TABLE		
LINE	DIRECTION	LENGTH
SD741	S76°03'58"W	53.07'
SD742	N13°56'02"W	20.00'
SD743	N76°03'58"E	53.07'

LINE TABLE		
LINE	DIRECTION	LENGTH
L29	N08°22'17"E	50.90'
L30	N04°05'05"W	49.44'
L31	N16°31'26"W	78.05'
L32	N73°31'33"E	153.28'
L33	N13°56'02"W	77.79'
L34	N75°32'34"W	200.40'
L35	S78°54'31"W	77.42'
L36	N14°22'16"W	39.00'
L37	N16°44'48"W	131.05'
L38	N11°05'29"W	29.56'
L97	S11°05'12"E	18.82'
L98	S11°05'12"E	46.14'
L99	S11°05'12"E	17.00'
L100	S11°05'12"E	27.74'
L119	N78°54'31"E	55.36'
L121	S66°31'51"W	3.17'
L122	S66°31'51"W	3.61'
L123	N54°07'05"W	23.19'
L124	N13°56'02"W	1.24'
L125	N75°32'34"W	21.82'
L126	S85°01'36"E	27.29'

LINE TABLE		
LINE	DIRECTION	LENGTH
L127	S74°04'57"E	31.39'
L128	S78°54'31"W	28.08'
L129	N06°53'13"E	26.47'
L147	N78°54'31"E	34.00'
L148	S78°54'31"W	28.53'
L149	S78°54'31"W	26.82'
L150	S30°31'44"E	21.08'
L156	N66°31'51"E	19.44'
L157	N66°31'51"E	14.91'
L158	S76°03'58"W	20.06'
L165	S13°56'02"E	45.18'
L174	S13°56'02"E	8.46'
L175	N13°56'02"W	31.56'
L176	N13°56'02"W	16.49'
L180	N76°03'58"E	11.77'
L181	N48°23'10"E	15.07'
L182	S13°56'02"E	31.56'
L273	S78°54'48"W	32.00'
L274	S56°05'29"E	21.96'
L275	S30°31'44"E	21.08'
L276	S12°23'58"E	29.70'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C6	61°36'32"	292.00'	313.98'	N44°44'18"W 299.07'
C7	25°32'55"	377.00'	168.11'	N88°19'02"W 166.72'
C8	3°16'46"	1177.00'	67.37'	S77°16'07"W 67.36'
C28	3°16'46"	1200.00'	68.69'	S77°16'07"W 68.68'
C103	58°40'04"	25.00'	25.60'	S49°34'29"W 24.49'
C118	30°38'57"	58.00'	31.03'	S51°12'23"W 30.66'
C119	31°06'10"	58.00'	31.48'	S20°19'50"W 31.10'
C120	36°52'12"	20.00'	12.87'	S13°39'21"E 12.65'
C121	17°56'43"	20.00'	6.26'	S23°07'05"E 6.24'
C122	12°36'12"	54.00'	11.88'	S20°26'50"E 11.85'
C123	91°53'40"	20.00'	32.08'	S30°07'08"W 28.75'
C124	66°25'19"	20.00'	23.19'	N70°43'23"W 21.91'
C125	49°25'12"	20.00'	17.25'	N12°48'08"W 16.72'
C126	25°50'31"	20.00'	9.02'	N01°00'47"W 8.94'
C127	3°09'40"	331.00'	18.26'	N15°30'52"W 18.26'
C128	4°00'19"	331.00'	23.14'	N73°32'25"W 23.13'
C130	26°21'34"	20.00'	9.20'	S66°18'51"W 9.12'
C131	25°46'26"	20.00'	9.00'	S66°01'17"W 8.92'
C132	90°00'18"	20.00'	31.42'	N56°05'21"W 28.29'
C133	17°58'25"	60.00'	18.82'	S02°06'00"E 18.74'
C134	45°46'09"	80.00'	63.91'	N15°59'52"W 62.22'
C136	31°19'39"	25.00'	13.67'	N04°34'37"E 13.50'
C187	0°26'27"	986.00'	7.58'	N78°41'17"E 7.58'
C188	58°40'04"	25.00'	25.60'	S71°45'28"E 24.49'
C189	0°26'27"	974.00'	7.49'	S78°41'17"W 7.49'
C191	26°46'20"	60.00'	28.04'	S02°17'34"W 27.78'
C192	46°12'28"	80.00'	64.52'	S07°25'30"E 62.78'
C193	19°26'32"	60.00'	20.36'	S20°48'28"E 20.26'
C194	65°26'31"	20.00'	22.84'	S21°38'04"W 21.62'
C195	22°52'41"	20.00'	7.99'	S65°47'40"W 7.93'
C196	0°46'53"	1212.00'	16.53'	S76°50'34"W 16.53'
C197	25°26'01"	20.00'	8.88'	S89°10'07"W 8.81'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C198	26°15'23"	20.00'	9.17'	S88°45'26"W 9.09'
C224	2°20'00"	684.00'	27.86'	N67°41'52"E 27.85'
C225	41°25'02"	30.00'	21.69'	N45°49'20"E 21.22'
C226	25°50'31"	20.00'	9.02'	N79°27'07"E 8.94'
C227	25°50'31"	20.00'	9.02'	N79°27'07"E 8.94'
C228	25°50'31"	20.00'	9.02'	S63°08'42"W 8.94'
C229	48°20'09"	20.00'	16.87'	S74°23'31"W 16.38'
C234	65°43'46"	20.00'	22.94'	S48°34'32"E 21.71'
C235	51°51'45"	30.00'	27.16'	S00°49'03"E 26.24'
C236	3°16'46"	1188.00'	68.00'	N77°16'07"E 67.99'
C237	25°50'31"	20.00'	9.02'	S01°00'47"E 8.94'
C238	25°50'31"	20.00'	9.02'	S01°00'47"E 8.94'
C257	3°38'34"	373.00'	23.71'	S12°06'45"E 23.71'
C258	1°42'26"	31.00'	0.92'	S13°04'49"E 0.92'
C259	23°48'44"	31.00'	12.88'	S00°19'14"E 12.79'
C260	66°25'19"	20.00'	23.19'	S42°51'18"W 21.91'
C261	6°07'14"	20.00'	2.14'	N06°35'02"E 2.14'
C262	25°50'31"	20.00'	9.02'	N26°51'18"W 8.94'
C263	43°17'58"	20.00'	15.11'	N18°07'34"W 14.76'
C268	62°57'52"	16.50'	18.13'	S72°27'07"E 17.23'
C269	49°37'00"	16.50'	14.29'	S16°09'41"E 13.85'
C270	22°34'52"	25.00'	9.85'	S02°38'36"E 9.79'
C346	115°50'31"	20.00'	40.44'	S46°00'47"E 33.89'
C347	25°50'31"	20.00'	9.02'	S01°00'47"E 8.94'
C545	45°00'00"	5.00'	3.93'	S78°35'29"E 3.83'
C546	54°51'19"	5.00'	4.79'	S28°39'50"E 4.61'
C547	16°54'54"	49.00'	14.47'	S07°13'17"W 14.41'
C548	46°12'28"	91.00'	73.39'	S07°25'30"E 71.42'
C549	5°52'16"	49.00'	5.02'	S27°35'36"E 5.02'
C653	25°31'10"	10.00'	4.45'	N01°10'27"W 4.42'
C687	39°37'28"	700.00'	484.11'	S86°20'36"W 474.52'

LEGEND

- FOUND IRON PIPE
- SET BRASS CAP FLUSH MAG. STD. DET. 120 TYPE "B", UNLESS OTHERWISE NOTED
- SUBDIVISION CORNER, SET 1/2" REBAR RLS #35833, UNLESS OTHERWISE NOTED
- (1) DETAIL NUMBER, SEE SHEETS 18–25
- APN ASSESSOR PARCEL NUMBER
- D.H. DEDICATED HEREON
- GLO GENERAL LAND OFFICE
- M.C.R. MARICOPA COUNTY RECORDS
- PUE PUBLIC UTILITY EASEMENT
- R/W RIGHT OF WAY
- SDE STORM DRAIN EASEMENT
- SE SEWER EASEMENT
- SVE SIGHT VISIBILITY EASEMENT
- VNAE VEHICULAR NON–ACCESS EASEMENT
- VTE VISIBILITY TRIANGLE EASEMENT
- WE WATER EASEMENT
- WSE WATER & SEWER EASEMENT

SUBDIVISION BOUNDARY LINE
LOT OR TRACT LINE
SECTION LINE
CENTER LINE
EASEMENT LINE
ADJACENT BOUNDARY LINE

DMB
RICK ENGINEERING COMPANY
2401 W. PEORIA AVENUE, SUITE 130
PHOENIX, AZ 85029
602-957-3350
rickengineeringcompany
San Diego - Riverside - Sun Lakes/Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35833
JASON A. SEGNERI
Date Signed 01/17/2024
ARIZONA U.S.A.
EXP 3/31/25

VERRADO™
BUCKEYE, ARIZONA
"VERRADO REGENT HILLS - PHASE 3A"
FINAL PLAT

REVISION	DATE

Date: 01/15/24
Project: 6068
File: 6068_PLAT
Scale: 1"=40'

SHEET
6 OF 26

PLZV # 1R PLZV-23-0006

C:\RICK\Projects\P05500\6068_Verrado_RegentHills\Survey\Drawings\PLAT – PHASE 3A\6068_PLAT_PHASE 3A.dwg – plotted by: pengle ON 2024–01–16 @ 08:15 – ctbsig bw.ctb – © 2024 Rick Engineering Company

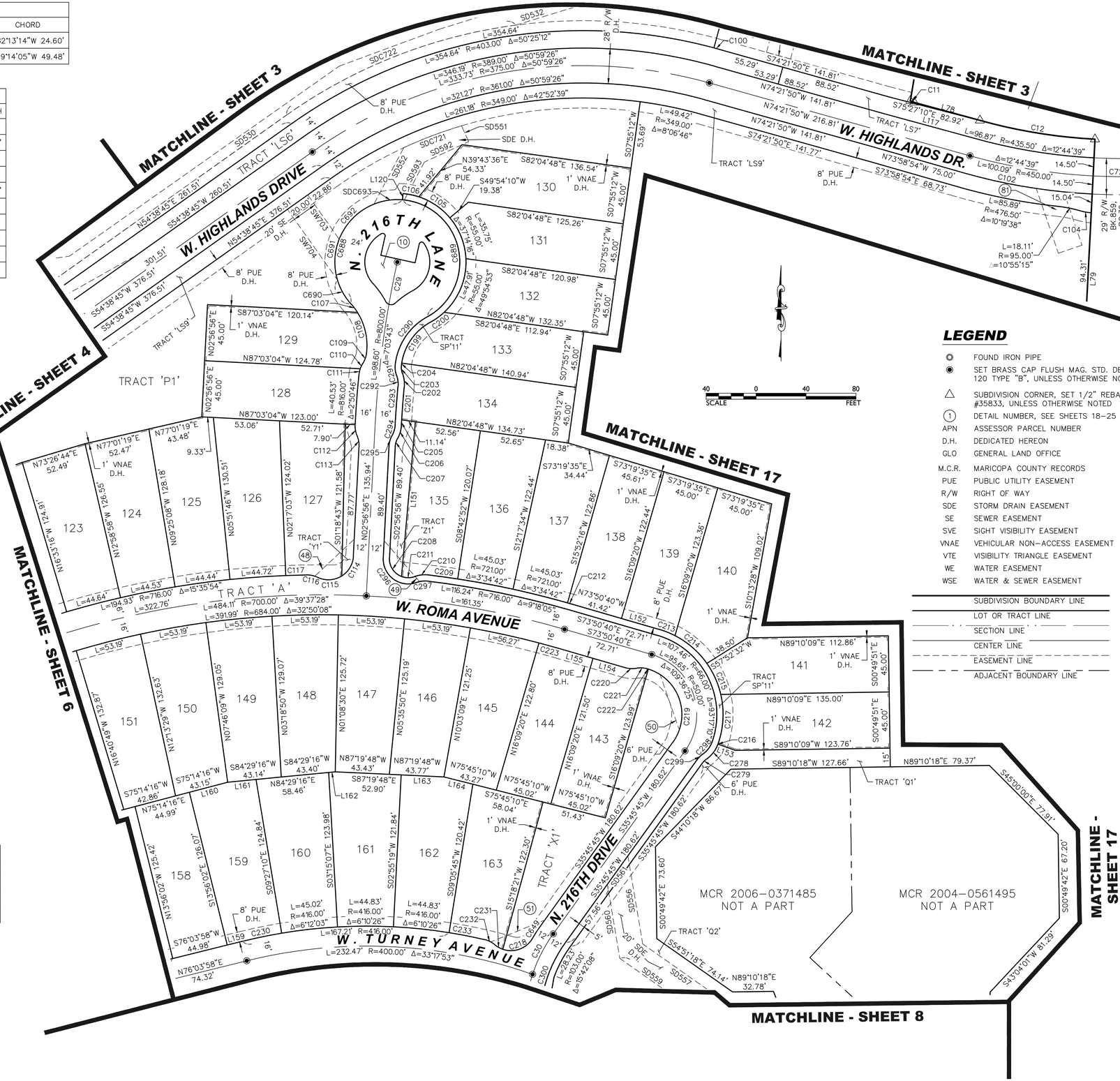
CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C11	0°29'57"	379.50'	3.31'	S69°05'48"E 3.31'
C12	12°42'57"	421.43'	93.53'	S80°44'09"E 93.34'
C29	2°28'05"	800.00'	34.46'	N11°14'42"E 34.46'
C30	17°25'38"	120.00'	36.50'	S27°02'56"W 36.36'
C100	0°34'14"	403.00'	4.01'	N74°38'56"W 4.01'
C102	12°44'39"	464.50'	103.32'	S80°44'09"E 103.10'
C104	14°05'48"	35.00'	8.61'	S80°03'34"E 8.59'
C105	31°40'55"	55.00'	30.41'	N55°56'17"W 30.03'
C106	13°26'31"	55.00'	12.90'	N78°30'00"W 12.87'
C107	9°50'05"	50.00'	8.58'	N37°02'45"W 8.57'
C108	39°11'31"	50.00'	34.20'	S12°31'57"E 33.54'
C109	25°14'06"	20.00'	8.81'	S19°40'52"W 8.74'
C110	13°24'40"	20.00'	4.68'	S25°35'34"W 4.67'
C111	13°03'05"	20.00'	4.56'	S12°21'42"W 4.55'
C112	25°52'56"	20.00'	9.03'	S09°57'04"E 8.96'
C113	25°50'29"	20.00'	9.02'	S09°58'18"E 8.94'
C114	54°39'54"	20.00'	19.08'	S30°16'53"W 18.37'
C115	57°58'49"	20.00'	20.24'	S86°36'15"W 19.39'
C116	26°33'02"	20.00'	9.27'	N77°40'51"W 9.19'
C117	1°19'41"	716.00'	16.60'	S88°22'47"W 16.60'
C199	52°41'04"	45.00'	41.38'	S34°57'11"W 39.94'
C200	14°14'24"	55.00'	13.67'	N54°10'31"E 13.63'
C201	1°56'06"	779.00'	26.31'	S04°23'13"W 26.31'
C202	25°12'49"	25.00'	11.00'	N07°15'08"W 10.91'
C203	26°29'06"	15.00'	6.93'	N06°37'00"W 6.87'
C204	1°59'06"	45.00'	1.56'	N07°37'06"E 1.56'
C205	0°18'49"	779.00'	4.26'	S03°15'46"W 4.26'
C206	25°41'41"	25.00'	11.21'	N15°57'12"E 11.12'
C207	25°51'07"	15.00'	6.77'	N15°52'30"E 6.71'
C208	72°04'28"	15.00'	18.87'	S33°05'18"E 17.65'
C209	1°51'37"	721.00'	23.41'	N82°12'57"W 23.41'
C210	26°33'02"	25.00'	11.58'	S83°34'44"W 11.48'
C211	40°34'15"	15.00'	10.62'	N89°24'39"W 10.40'
C213	11°08'00"	71.00'	13.80'	N68°16'40"W 13.77'
C214	27°31'26"	71.00'	34.11'	N48°56'57"W 33.78'
C215	22°06'10"	71.00'	27.39'	N24°08'09"W 27.22'
C216	0°12'18"	25.00'	0.09'	N19°32'39"E 0.09'
C217	32°31'34"	71.00'	40.31'	N03°10'43"E 39.77'
C218	78°47'18"	20.00'	27.50'	N69°42'04"E 25.39'
C219	108°32'44"	38.00'	71.99'	N18°30'37"W 61.70'
C220	25°50'31"	20.00'	9.02'	S86°45'56"E 8.94'
C221	25°50'31"	20.00'	9.02'	S86°45'56"E 8.94'
C222	1°03'42"	38.00'	0.70'	S73°18'49"E 0.70'
C223	1°23'22"	684.00'	16.59'	S74°32'21"E 16.59'
C230	4°28'52"	416.00'	32.54'	S78°18'24"W 32.53'
C231	21°02'47"	20.00'	7.35'	N60°22'54"W 7.31'
C232	27°04'33"	20.00'	9.45'	N63°23'47"W 9.36'
C233	3°58'11"	416.00'	28.82'	N78°55'10"W 28.82'
C278	34°58'13"	25.00'	15.26'	S37°07'55"W 15.02'
C279	18°51'17"	15.00'	4.94'	S45°11'23"W 4.91'
C290	54°40'10"	50.00'	47.71'	S33°57'38"W 45.92'
C291	26°29'06"	20.00'	9.24'	S06°37'00"E 9.16'
C292	25°12'49"	20.00'	8.80'	S07°15'08"E 8.73'
C293	2°14'55"	784.00'	30.77'	S04°13'49"W 30.76'
C294	25°41'41"	20.00'	8.97'	S15°57'12"W 8.89'
C295	25°51'07"	20.00'	9.02'	S15°52'30"W 8.95'
C296	112°38'43"	20.00'	39.32'	S53°22'25"E 33.29'
C297	26°33'02"	20.00'	9.27'	N83°34'44"E 9.19'
C299	18°51'17"	20.00'	6.58'	S45°11'23"W 6.55'
C300	27°56'10"	108.00'	52.66'	S21°47'40"W 52.14'
C649	5°27'20"	132.00'	12.57'	S33°02'05"W 12.56'
C688	136°44'32"	50.00'	119.33'	S26°24'29"W 92.96'
C689	146°30'59"	50.00'	127.86'	N11°57'46"W 95.76'
C690	25°17'49"	50.00'	22.08'	S29°18'53"E 21.90'
C691	38°07'53"	50.00'	33.28'	S02°23'59"W 32.67'
C692	46°30'53"	50.00'	40.59'	S44°43'22"W 39.49'
C724	7°10'47"	450.00'	56.39'	N89°18'09"E 56.35'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
SDC693	28°28'52"	50.00'	24.85'	S82°13'14"W 24.60'
SDC721	8°19'14"	341.00'	49.52'	S69°14'05"W 49.48'

LINE TABLE		
LINE	DIRECTION	LENGTH
L78	S74°41'50"E	54.61'
L79	S02°53'32"W	153.35'
L117	N74°44'45"W	75.00'
L120	N04°46'45"E	5.00'
L151	N05°08'10"E	124.43'
L152	N73°50'40"W	31.29'
L153	N70°21'12"W	15.00'
L154	S73°50'40"E	26.86'
L155	S73°50'40"E	28.42'
L159	S76°03'58"W	12.08'

STORM LINE TABLE		
LINE	DIRECTION	LENGTH
SD528	S38°21'08"W	14.99'
SD530	S54°38'45"W	233.98'
SD532	N72°51'30"E	63.47'
SD551	S24°42'32"E	13.97'
SD552	N27°49'39"E	51.20'
SD556	S09°33'33"E	71.54'
SD557	S54°51'24"E	137.83'
SD559	N54°51'24"W	146.18'
SD560	N09°33'33"W	60.11'
SD561	S35°45'45"W	28.13'
SD592	S65°17'28"W	39.15'
SD593	S27°49'39"W	34.42'

SEWER LINE TABLE		
LINE	DIRECTION	LENGTH
SW702	N74°21'50"W	20.00'
SW703	S35°21'15"E	43.54'
SW704	N35°21'15"W	69.36'



LEGEND

○	FOUND IRON PIPE
◉	SET BRASS CAP FLUSH MAG. STD. DET. 120 TYPE "B", UNLESS OTHERWISE NOTED
△	SUBDIVISION CORNER, SET 1/2" REBAR RLS #35833, UNLESS OTHERWISE NOTED
(1)	DETAIL NUMBER, SEE SHEETS 18–25
APN	ASSESSOR PARCEL NUMBER
D.H.	DEDICATED HEREON
GLO	GENERAL LAND OFFICE
M.C.R.	MARICOPA COUNTY RECORDS
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT OF WAY
SDE	STORM DRAIN EASEMENT
SE	SEWER EASEMENT
SVE	SIGHT VISIBILITY EASEMENT
VNAE	VEHICULAR NON–ACCESS EASEMENT
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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35833
JASON A. SEGNERI
Date Signed 01/17/2024
ARIZONA U.S.A.
EXP 3/31/25

VERRADO™
BUCKEYE, ARIZONA
"VERRADO REGENT HILLS - PHASE 3A"
FINAL PLAT

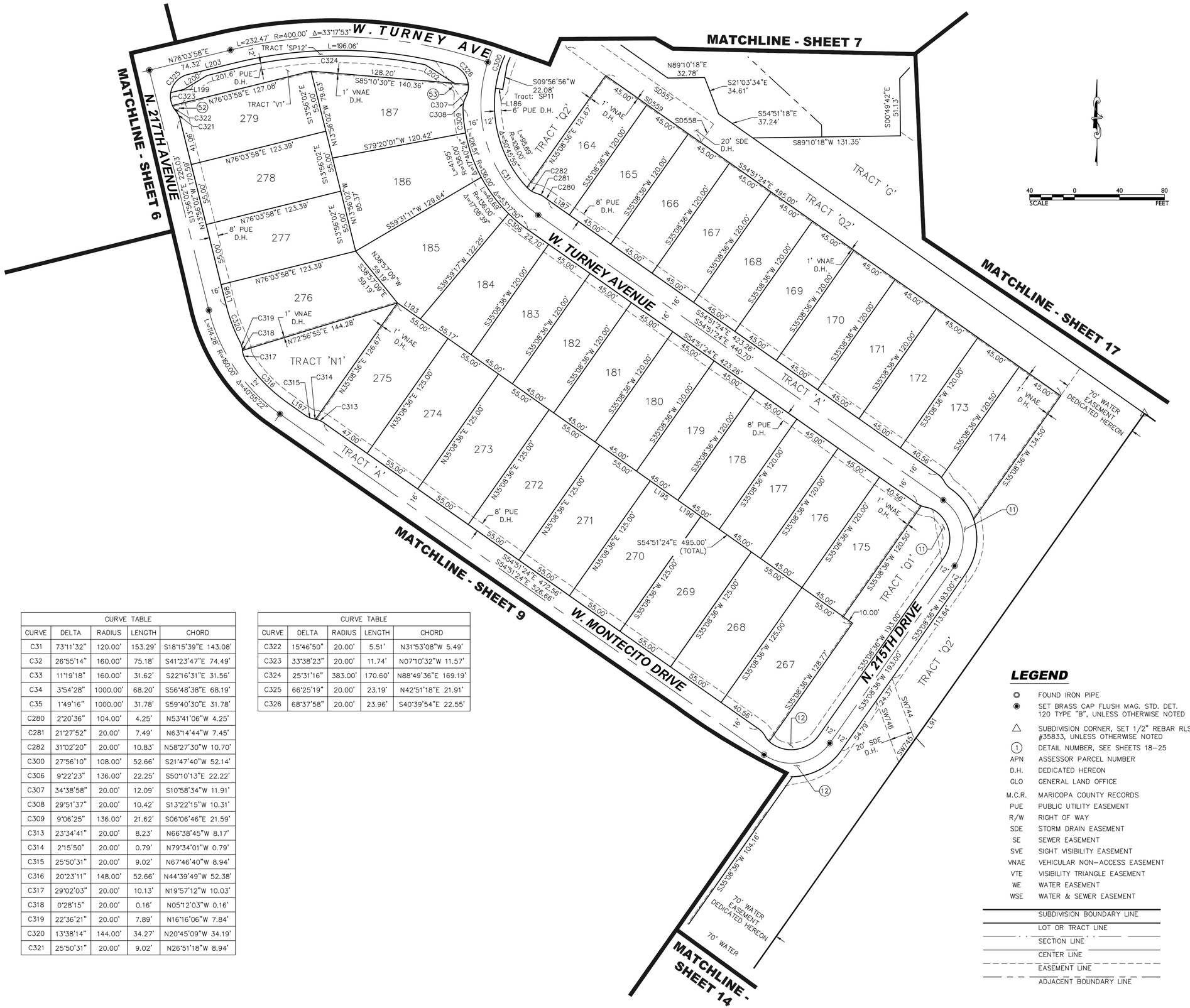
PLZV # 1R PLZV-23-0006

REVISION	DATE

Date: 01/15/24
Project: 6068
File: 6068_PLAT
Scale: 1"=40'

SHEET
7 OF 26

C:\RICK\Projects\P05500\6068_Verrado_RegentHills\Survey\Drawings\PLAT – PHASE 3A\6068_PLAT_PHASE 3A.dwg – plotted by: pengle ON 2024-01-16 @ 08:16 – ctb:sig bw.ctb – © 2024 Rick Engineering Company



STORM LINE TABLE		
LINE	DIRECTION	LENGTH
SD557	S54°51'24"E	137.83'
SD558	S35°08'36"W	20.00'
SD559	N54°51'24"W	146.18'
SW744	S20°01'15"E	58.48'
SW745	N35°08'36"E	24.37'
SW746	S20°01'15"E	58.48'

LINE TABLE		
LINE	DIRECTION	LENGTH
L91	S35°08'36"W	716.65'
L186	N80°03'04"W	6.53'
L187	N54°51'24"W	22.70'
L193	N54°51'24"W	24.83'
L195	S54°51'24"E	30.00'
L196	S54°51'24"E	25.00'
L197	N54°51'24"W	19.22'
L198	N13°56'02"W	19.54'
L199	N76°03'58"E	12.29'
L200	N58°53'04"E	23.70'
L202	S57°44'51"E	30.98'
L203	N76°03'58"E	42.32'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C31	73°11'32"	120.00'	153.29'	S18°15'39"E 143.08'
C32	26°55'14"	160.00'	75.18'	S41°23'47"E 74.49'
C33	11°19'18"	160.00'	31.62'	S22°16'31"E 31.56'
C34	3°54'28"	1000.00'	68.20'	S56°48'38"E 68.19'
C35	1°49'16"	1000.00'	31.78'	S59°40'30"E 31.78'
C280	2°20'36"	104.00'	4.25'	N53°41'06"W 4.25'
C281	21°27'52"	20.00'	7.49'	N63°14'44"W 7.45'
C282	31°02'20"	20.00'	10.83'	N58°27'30"W 10.70'
C300	27°56'10"	108.00'	52.66'	S21°47'40"W 52.14'
C306	9°22'23"	136.00'	22.25'	S50°10'13"E 22.22'
C307	34°38'58"	20.00'	12.09'	S10°58'34"W 11.91'
C308	29°51'37"	20.00'	10.42'	S13°22'15"W 10.31'
C309	9°06'25"	136.00'	21.62'	S06°06'46"E 21.59'
C313	23°34'41"	20.00'	8.23'	N66°38'45"W 8.17'
C314	2°15'50"	20.00'	0.79'	N79°34'01"W 0.79'
C315	25°50'31"	20.00'	9.02'	N67°46'40"W 8.94'
C316	20°23'11"	148.00'	52.66'	N44°39'49"W 52.38'
C317	29°02'03"	20.00'	10.13'	N19°57'12"W 10.03'
C318	0°28'15"	20.00'	0.16'	N05°12'03"W 0.16'
C319	22°36'21"	20.00'	7.89'	N16°16'06"W 7.84'
C320	13°38'14"	144.00'	34.27'	N20°45'09"W 34.19'
C321	25°50'31"	20.00'	9.02'	N26°51'18"W 8.94'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C322	15°46'50"	20.00'	5.51'	N31°53'08"W 5.49'
C323	33°38'23"	20.00'	11.74'	N07°10'32"W 11.57'
C324	25°31'16"	383.00'	170.60'	N88°49'36"E 169.19'
C325	66°25'19"	20.00'	23.19'	N42°51'18"E 21.91'
C326	68°37'58"	20.00'	23.96'	S40°39'54"E 22.55'

LEGEND

○	FOUND IRON PIPE
◉	SET BRASS CAP FLUSH MAG. STD. DET. 120 TYPE "B", UNLESS OTHERWISE NOTED
△	SUBDIVISION CORNER, SET 1/2" REBAR RLS #35833, UNLESS OTHERWISE NOTED
(1)	DETAIL NUMBER, SEE SHEETS 18–25
APN	ASSESSOR PARCEL NUMBER
D.H.	DEDICATED HEREON
GLO	GENERAL LAND OFFICE
M.C.R.	MARICOPA COUNTY RECORDS
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT OF WAY
SDE	STORM DRAIN EASEMENT
SE	SEWER EASEMENT
SVE	SIGHT VISIBILITY EASEMENT
VNAE	VEHICULAR NON–ACCESS EASEMENT
VTE	VISIBILITY TRIANGLE EASEMENT
WE	WATER EASEMENT
WSE	WATER & SEWER EASEMENT

SUBDIVISION BOUNDARY LINE
LOT OR TRACT LINE
SECTION LINE
CENTER LINE
EASEMENT LINE
ADJACENT BOUNDARY LINE

DMB

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San Diego · Riverside · San Luis Obispo · Sacramento · Orange · Tucson · Phoenix · Las Vegas · Denver

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35833
JASON A. SEGNERI
Date Signed 01/11/2024
ARIZONA U.S.A.
EXP 3/31/25

VERRADO™
BUCKEYE, ARIZONA
"VERRADO REGENT HILLS - PHASE 3A"
FINAL PLAT

REVISION	DATE
A	
A	
A	
A	
A	
A	
A	

Date: 01/15/24
Project: 6068
File: 6068_PLAT
Scale: 1"=40'

SHEET
8 OF 26

PLZV # 1R PLZV-23-0006

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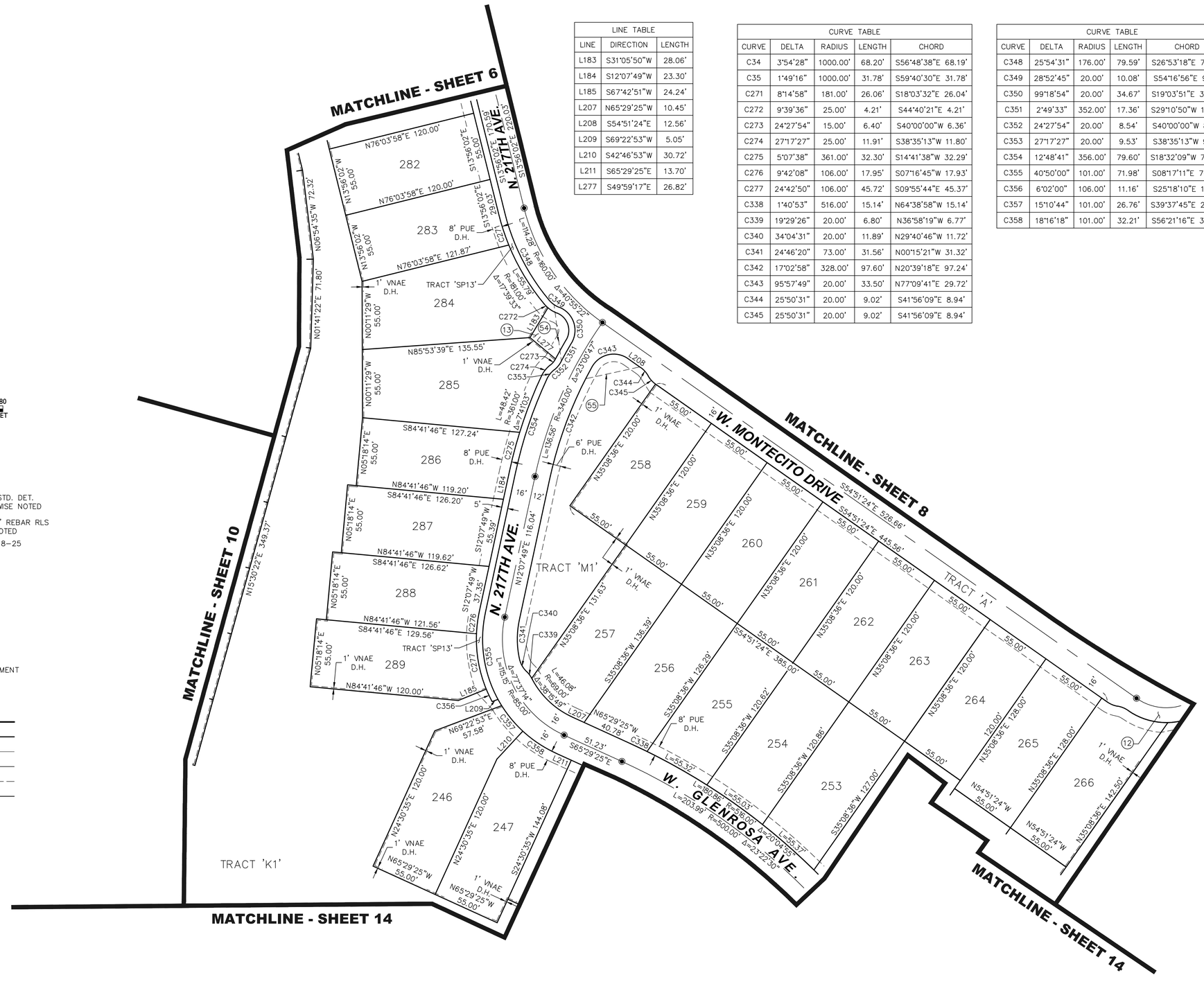

LINE TABLE		
LINE	DIRECTION	LENGTH
L183	S31°05'50"W	28.06'
L184	S12°07'49"W	23.30'
L185	S67°42'51"W	24.24'
L207	N65°29'25"W	10.45'
L208	S54°51'24"E	12.56'
L209	S69°22'53"W	5.05'
L210	S42°46'53"W	30.72'
L211	S65°29'25"E	13.70'
L277	S49°59'17"E	26.82'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C34	3°54'28"	1000.00'	68.20'	S56°48'38"E 68.19'
C35	1°49'16"	1000.00'	31.78'	S59°40'30"E 31.78'
C271	8°14'58"	181.00'	26.06'	S18°03'32"E 26.04'
C272	9°39'36"	25.00'	4.21'	S44°40'21"E 4.21'
C273	24°27'54"	15.00'	6.40'	S40°00'00"W 6.36'
C274	27°17'27"	25.00'	11.91'	S38°35'13"W 11.80'
C275	5°07'38"	361.00'	32.30'	S14°41'38"W 32.29'
C276	9°42'08"	106.00'	17.95'	S07°16'45"W 17.93'
C277	24°42'50"	106.00'	45.72'	S09°55'44"E 45.37'
C338	1°40'53"	516.00'	15.14'	N64°38'58"W 15.14'
C339	19°29'26"	20.00'	6.80'	N36°58'19"W 6.77'
C340	34°04'31"	20.00'	11.89'	N29°40'46"W 11.72'
C341	24°46'20"	73.00'	31.56'	N00°15'21"W 31.32'
C342	17°02'58"	328.00'	97.60'	N20°39'18"E 97.24'
C343	95°57'49"	20.00'	33.50'	N77°09'41"E 29.72'
C344	25°50'31"	20.00'	9.02'	S41°56'09"E 8.94'
C345	25°50'31"	20.00'	9.02'	S41°56'09"E 8.94'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C348	25°54'31"	176.00'	79.59'	S26°53'18"E 78.91'
C349	28°52'45"	20.00'	10.08'	S54°16'56"E 9.97'
C350	99°18'54"	20.00'	34.67'	S19°03'51"E 30.49'
C351	2°49'33"	352.00'	17.36'	S29°10'50"W 17.36'
C352	24°27'54"	20.00'	8.54'	S40°00'00"W 8.48'
C353	27°17'27"	20.00'	9.53'	S38°35'13"W 9.44'
C354	12°48'41"	356.00'	79.60'	S18°32'09"W 79.44'
C355	40°50'00"	101.00'	71.98'	S08°17'11"E 70.47'
C356	6°02'00"	106.00'	11.16'	S25°18'10"E 11.16'
C357	15°10'44"	101.00'	26.76'	S39°37'45"E 26.68'
C358	18°16'18"	101.00'	32.21'	S56°21'16"E 32.07'

40 0 40 80
SCALE FEET

LEGEND

- FOUND IRON PIPE
- SET BRASS CAP FLUSH MAG. STD. DET. 120 TYPE "B", UNLESS OTHERWISE NOTED
- △ SUBDIVISION CORNER, SET 1/2" REBAR RLS #35833, UNLESS OTHERWISE NOTED
- (1) DETAIL NUMBER, SEE SHEETS 18–25
- APN ASSESSOR PARCEL NUMBER
- D.H. DEDICATED HEREON
- GLO GENERAL LAND OFFICE
- M.C.R. MARICOPA COUNTY RECORDS
- PUE PUBLIC UTILITY EASEMENT
- R/W RIGHT OF WAY
- SDE STORM DRAIN EASEMENT
- SE SEWER EASEMENT
- SVE SIGHT VISIBILITY EASEMENT
- VNAE VEHICULAR NON–ACCESS EASEMENT
- VTE VISIBILITY TRIANGLE EASEMENT
- WE WATER EASEMENT
- WSE WATER & SEWER EASEMENT

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CERTIFICATE NO.
35833
JASON A. SEGNERI
Date Signed 01/11/2024
ARIZONA U.S.A.
EXP 3/31/25

VERRADO™
BUCKEYE, ARIZONA
"VERRADO REGENT HILLS - PHASE 3A"
FINAL PLAT

PLZV # 1R PLZV-23-0006

REVISION	DATE
A	

Date: 01/15/24
Project: 6068
File: 6068_PLAT
Scale: 1"=40'

SHEET
9 OF 26

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LEGEND

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SUBDIVISION BOUNDARY LINE

LOT OR TRACT LINE

SECTION LINE

CENTER LINE

EASEMENT LINE

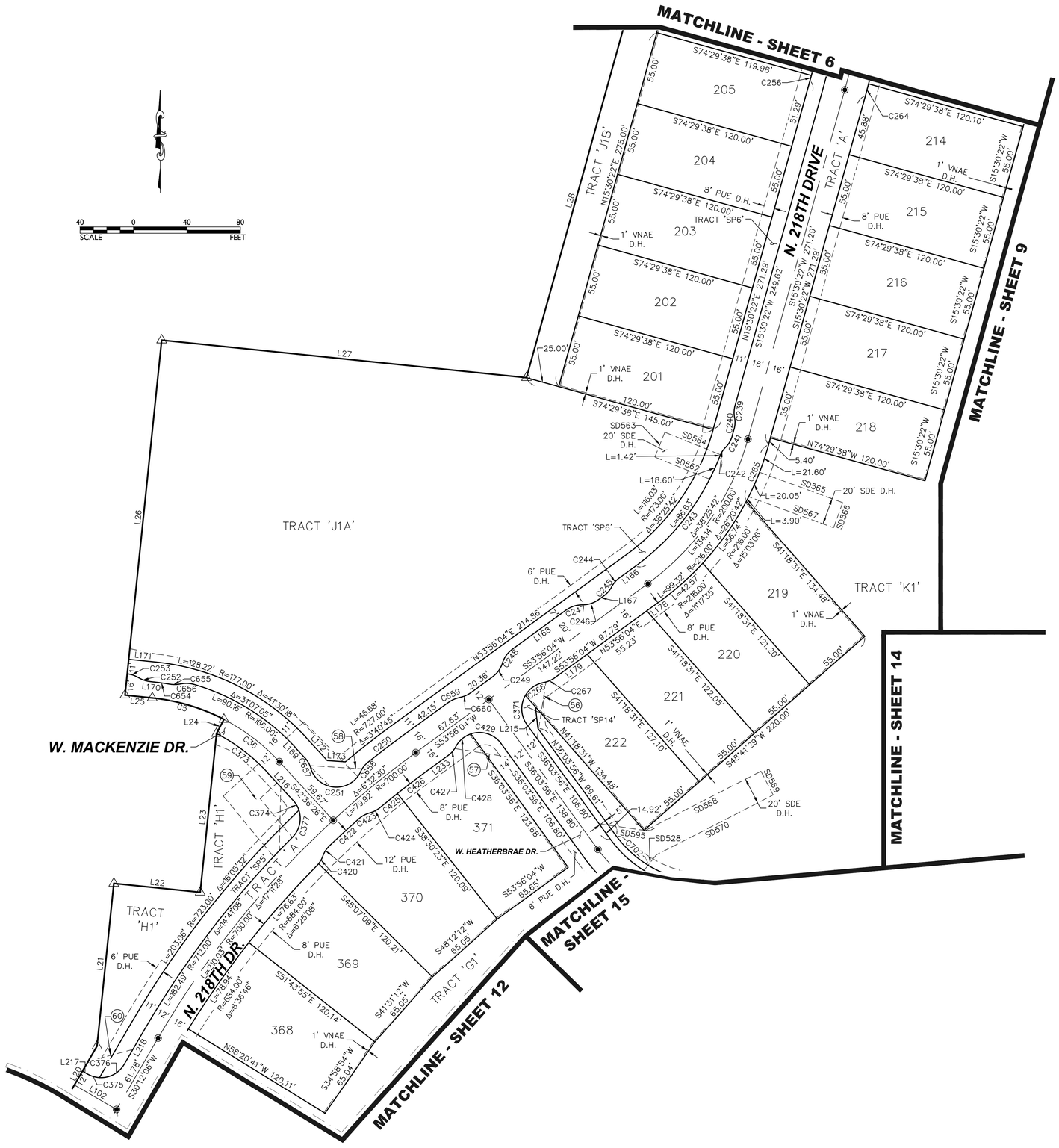
ADJACENT BOUNDARY LINE

LINE TABLE		
LINE	DIRECTION	LENGTH
L20	N30°12'06"E	45.63'
L21	N05°53'16"E	122.53'
L22	S84°06'44"E	65.00'
L23	N05°53'16"E	119.38'
L24	N27°24'09"E	12.00'
L25	N84°06'44"W	20.50'
L26	N05°53'16"E	267.20'
L27	S84°06'44"E	274.54'
L28	N15°30'22"E	273.44'
L102	S59°47'54"E	36.43'
L166	S53°56'04"W	14.49'
L167	S53°56'04"W	5.00'
L168	S53°56'04"W	50.00'
L169	N42°36'26"W	10.93'
L170	N84°06'44"W	3.07'
L171	S84°06'44"E	20.50'
L172	N42°36'26"W	23.73'
L173	N86°00'32"W	13.54'
L178	N53°56'04"E	12.55'
L179	N53°56'04"E	30.01'
L215	N06°34'57"W	16.33'
L216	S42°36'26"E	28.37'
L217	N59°47'54"W	4.43'
L218	N30°12'06"E	29.78'
L233	N53°56'04"E	18.20'

STORM LINE TABLE		
LINE	DIRECTION	LENGTH
SD562	N67°58'46"W	44.15'
SD563	N22°01'14"E	20.00'
SD564	S67°58'46"E	44.84'
SD565	S69°56'20"E	66.39'
SD566	S20°03'40"W	20.00'
SD567	N69°56'20"W	67.73'
SD568	N62°50'47"E	97.25'
SD569	S27°09'13"E	20.00'
SD570	S62°50'47"W	98.27'
SD595	N81°45'20"W	34.95'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C5	21°30'53"	150.00'	56.33'	N73°21'17"W 55.99'
C36	19°59'25"	150.00'	52.33'	N52°36'08"W 52.07'
C239	25°50'31"	20.00'	9.02'	S02°35'07"W 8.94'
C240	25°50'31"	20.00'	9.02'	S02°35'07"W 8.94'
C241	28°56'25"	20.00'	10.10'	S29°58'35"W 10.00'
C242	23°16'44"	20.00'	8.13'	S32°48'25"W 8.07'
C243	32°46'01"	184.00'	105.23'	S37°33'04"W 103.80'
C244	25°50'31"	20.00'	9.02'	S41°00'49"W 8.94'
C245	25°50'31"	20.00'	9.02'	S41°00'49"W 8.94'
C246	36°52'12"	20.00'	12.87'	S72°22'10"W 12.65'
C247	36°52'12"	20.00'	12.87'	S72°22'10"W 12.65'
C248	36°52'12"	20.00'	12.87'	S35°29'58"W 12.65'
C249	36°52'12"	20.00'	12.87'	S35°29'58"W 12.65'
C250	2°38'11"	716.00'	32.95'	S52°36'58"W 32.94'
C251	138°29'14"	20.00'	48.34'	N86°00'32"W 37.40'
C252	25°50'31"	20.00'	9.02'	N71°11'28"W 8.94'
C253	25°50'31"	20.00'	9.02'	N71°11'28"W 8.94'
C256	0°34'13"	373.00'	3.71'	S15°13'16"W 3.71'
C264	1°15'20"	416.00'	9.12'	N14°52'42"E 9.12'
C265	12°05'00"	216.00'	45.55'	S21°32'52"W 45.47'
C266	49°25'12"	20.00'	17.25'	N55°03'59"E 16.72'
C267	25°50'31"	20.00'	9.02'	N66°51'20"E 8.94'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C371	66°25'19"	20.00'	23.19'	S02°51'17"E 21.91'
C373	19°59'25"	138.00'	48.15'	S52°36'08"E 47.90'
C374	24°56'22"	20.00'	8.71'	N30°08'15"W 8.64'
C375	26°44'37"	20.00'	9.34'	N73°10'12"W 9.25'
C376	63°15'23"	20.00'	22.08'	N61°49'48"E 20.98'
C377	62°33'18"	20.00'	21.84'	N13°36'35"E 20.77'
C422	2°29'54"	688.00'	30.00'	N47°23'34"E 30.00'
C423	26°34'48"	20.00'	9.28'	N61°55'55"E 9.20'
C424	25°07'23"	20.00'	8.77'	N62°39'37"E 8.70'
C425	1°23'41"	684.00'	16.65'	N50°47'46"E 16.65'
C426	2°26'27"	684.00'	29.14'	N52°42'50"E 29.14'
C427	25°50'31"	20.00'	9.02'	N41°00'49"E 8.94'
C428	43°17'58"	20.00'	15.11'	N49°44'32"E 14.76'
C429	72°32'33"	20.00'	25.32'	S72°20'12"E 23.66'
C654	4°15'20"	162.00'	12.03'	S81°59'04"E 12.03'
C655	22°56'42"	20.00'	8.01'	N88°40'15"E 7.96'
C656	29°04'35"	20.00'	10.15'	S88°15'48"E 10.04'
C657	25°50'31"	20.00'	9.02'	N29°41'10"W 8.94'
C658	26°33'02"	20.00'	9.27'	N38°01'22"E 9.19'
C659	25°50'31"	20.00'	9.02'	N66°51'20"E 8.94'
C660	25°50'31"	20.00'	9.02'	N66°51'20"E 8.94'
C702	22°30'08"	83.00'	32.60'	S47°19'00"E 32.39'


SCALE
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MATCHLINE - SHEET 9
MATCHLINE - SHEET 14
MATCHLINE - SHEET 12
MATCHLINE - SHEET 15
TRACT 'J1A'
TRACT 'J1B'
TRACT 'A'
TRACT 'H1'
TRACT 'H1'
TRACT 'G1'
TRACT 'K1'
TRACT 'SP6'
TRACT 'SP14'
N. 218TH DRIVE
N. 218TH DR.
W. MACKENZIE DR.
W. HEATHERBRAE DR.
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S74°29'38"E 119.98'
S74°29'38"E 120.00'
S74°29'38"E 120.10'
S74°29'38"E 145.00'
N74°29'38"W 120.00'
N15°30'22"E 275.00'
S15°30'22"E 271.29'
N15°30'22"E 249.62'
S15°30'22"W 271.29'
S53°56'04"E 214.86'
S53°56'04"W 147.22'
N53°56'04"E 55.23'
S53°56'04"W 97.79'
N41°18'31"W 134.48'
S41°18'31"E 134.48'
S41°18'31"E 121.20'
S41°18'31"E 122.05'
S41°18'31"E 127.10'
S46°41'29"W 220.00'
S43°07'09"E 120.21'
S51°43'55"E 120.14'
N58°20'41"W 120.11'
S36°03'56"E 123.68'
S36°03'56"E 106.80'
S36°03'56"E 138.80'
S36°03'56"E 106.60'
S36°30'23"E 120.09'
S53°56'04"W 65.65'
S48°12'12"W 65.05'
S41°31'12"W 65.05'
S34°56'54"W 61.04'
S30°12'06"W 61.78'
L=128.22' R=177.00' Δ=41°30'18"
L=90.16' R=166.00' Δ=31°07'05"
L=203.06' R=712.00' Δ=16°20'32"
L=182.49' R=710.00' Δ=14°44'06"
L=79.92' R=700.00' Δ=6°32'30"
L=76.63' R=684.00' Δ=6°25'08"
L=79.34' R=684.00' Δ=6°38'46"
L=116.03' R=172.00' Δ=38°39'42"
L=134.14' R=200.00' Δ=38°25'42"
L=99.32' R=216.00' Δ=26°20'42"
L=42.57' R=216.00' Δ=11°17'35"
L=56.74' R=216.00' Δ=15°03'08"
L=46.68' R=127.00' Δ=21°03'45"
L=42.15' R=127.00' Δ=19°00'22"
Δ=6°34'02"
Δ=3°40'45"
Δ=11°30'16"
Δ=17°17'28"
Δ=15°05'32"
Δ=14°47'08"
Δ=6°25'08"
Δ=6°38'46"
Δ=41°30'18"
Δ=31°07'05"
Δ=16°20'32"
Δ=14°44'06"
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Δ=38°39'42"
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Δ=26°20'42"
Δ=11°17'35"
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20' SDE D.H.
12' PUE D.H.
8' PUE D.H.
6' PUE D.H.
1' VNAE D.H.
8' PUE
TRACT 'SP6'
TRACT 'SP14'
TRACT 'SP5'
L=1.42'
L=18.60'
L=20.05'
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5.40'
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LINE TABLE		
LINE	DIRECTION	LENGTH
L11	N44°15'43"W	65.34'
L12	N45°44'17"E	30.06'
L13	N05°53'16"E	130.00'
L14	S84°06'44"E	275.00'
L15	N05°53'16"E	152.00'
L16	S84°06'44"E	21.35'
L17	N05°53'16"E	120.00'
L253	N84°06'44"W	23.01'
L254	N84°06'44"W	16.57'
L255	N42°54'46"W	20.12'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C3	42°26'21"	484.00'	358.50'	N65°28'53"W 350.36'
C53	15°03'18"	250.00'	65.69'	S88°21'38"W 65.50'
C54	27°05'52"	152.00'	71.89'	S82°20'20"W 71.22'
C55	11°54'26"	152.00'	31.59'	S62°50'11"W 31.53'
C481	28°02'46"	20.00'	9.79'	N77°48'45"W 9.69'
C482	23°48'00"	20.00'	8.31'	N75°41'22"W 8.25'
C483	3°28'38"	234.00'	14.20'	N85°51'03"W 14.20'
C484	7°49'20"	168.00'	22.94'	N88°01'24"W 22.92'
C485	29°02'06"	20.00'	10.14'	S73°32'53"W 10.03'
C486	20°16'24"	20.00'	7.08'	S69°10'02"W 7.04'
C487	2°42'18"	20.00'	0.94'	S80°39'24"W 0.94'
C488	40°11'49"	50.00'	35.08'	N77°53'33"W 34.36'
C489	23°45'02"	50.00'	20.73'	N69°40'10"W 20.58'
C490	40°57'40"	50.00'	35.75'	S26°36'24"W 34.99'
C491	25°50'31"	20.00'	9.02'	S71°11'28"E 8.94'

LEGEND

○	FOUND IRON PIPE
◉	SET BRASS CAP FLUSH MAG. STD. DET. 120 TYPE "B", UNLESS OTHERWISE NOTED
△	SUBDIVISION CORNER, SET 1/2" REBAR RLS #35833, UNLESS OTHERWISE NOTED
(1)	DETAIL NUMBER, SEE SHEETS 18–25
APN	ASSESSOR PARCEL NUMBER
D.H.	DEDICATED HEREON
GLO	GENERAL LAND OFFICE
M.C.R.	MARICOPA COUNTY RECORDS
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT OF WAY
SDE	STORM DRAIN EASEMENT
SE	SEWER EASEMENT
SVE	SIGHT VISIBILITY EASEMENT
VNAE	VEHICULAR NON–ACCESS EASEMENT
VTE	VISIBILITY TRIANGLE EASEMENT
WE	WATER EASEMENT
WSE	WATER & SEWER EASEMENT

SUBDIVISION BOUNDARY LINE

LOT OR TRACT LINE

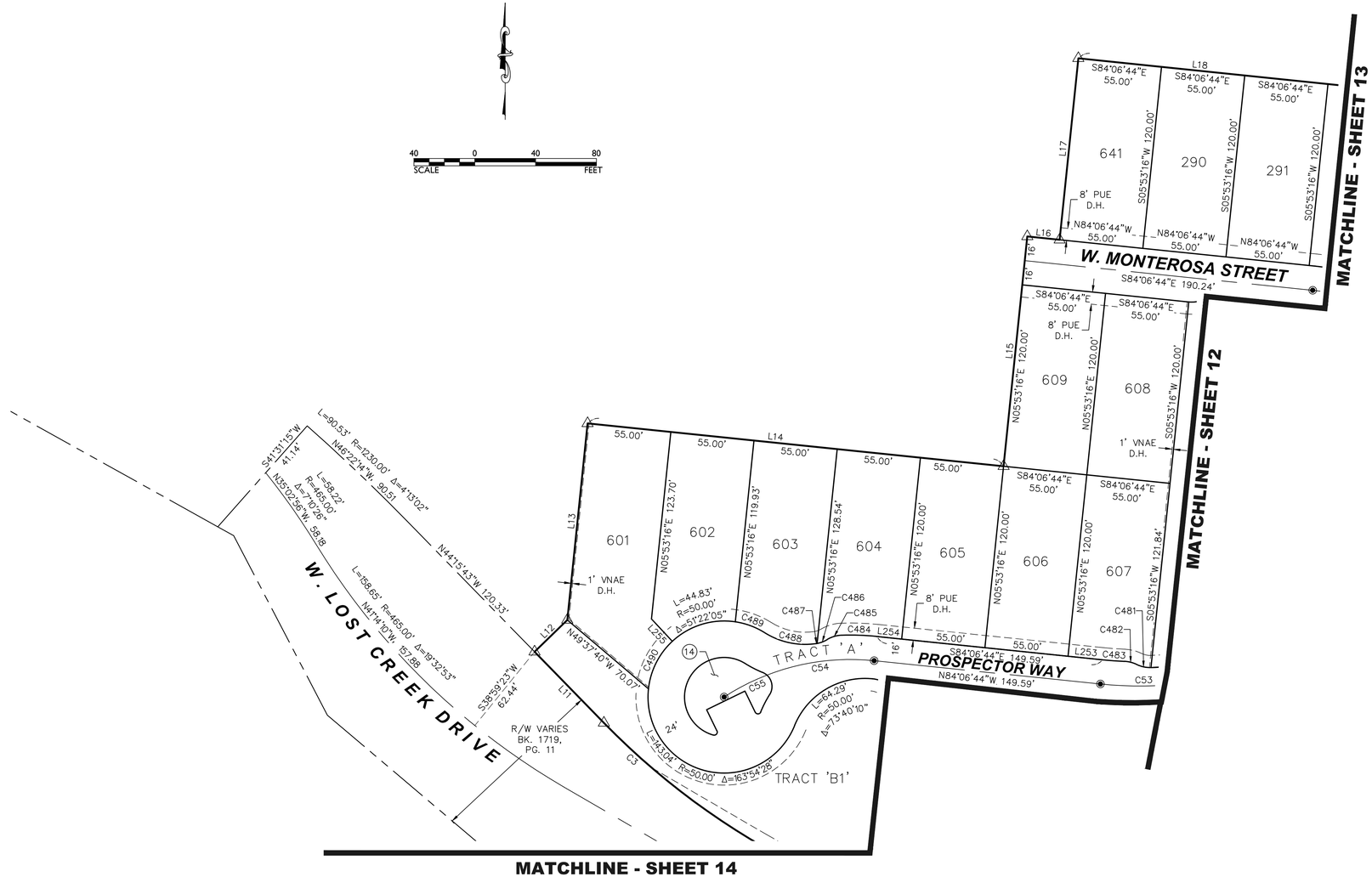
SECTION LINE

CENTER LINE

EASEMENT LINE

ADJACENT BOUNDARY LINE

40 0 40 80
SCALE FEET



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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35833
JASON A. SEGNERI
Date Signed 01/11/2024
ARIZONA U.S.A.
EXP 3/31/25

VERRADO™
BUCKEYE, ARIZONA
"VERRADO REGENT HILLS - PHASE 3A"
FINAL PLAT

REVISION	DATE

Date: 01/15/24
Project: 6068
File: 6068_PLAT
Scale: 1"=40'

SHEET
11 OF 26

PLZV # 1R PLZV-23-0006

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LINE TABLE		
LINE	DIRECTION	LENGTH
L18	S84°06'44"E	355.00'
L19	N05°53'16"E	119.88'
L20	N30°12'06"E	45.63'
L102	S59°47'54"E	36.43'
L223	N49°15'58"E	18.58'
L224	N84°56'47"E	27.74'
L225	S84°56'47"W	40.07'
L226	S84°56'47"W	26.39'
L227	N59°47'54"W	6.25'
L228	N59°47'54"W	173.32'
L229	N30°12'06"E	1.09'
L230	N30°12'06"E	25.00'
L231	N30°12'06"E	3.91'
L232	N30°12'06"E	29.35'
L234	N30°12'06"E	5.00'
L235	N33°03'05"W	24.44'
L247	N84°06'44"W	3.88'
L248	S29°04'56"W	19.43'
L249	S59°47'54"E	4.43'
L250	S30°12'06"W	237.91'

STORM LINE TABLE		
LINE	DIRECTION	LENGTH
SD571	N00°57'00"E	54.43'
SD572	S89°03'00"E	20.00'
SD573	S00°57'00"W	64.62'
SD574	N46°53'42"E	7.23'
SD575	S65°03'25"W	30.08'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C4	13°38'05"	238.00'	56.64'	S66°36'56"E 56.50'
C39	24°49'21"	200.00'	86.65'	N82°38'33"W 85.97'
C40	9°04'44"	200.00'	31.69'	N65°41'30"W 31.66'
C46	26°33'03"	120.00'	55.61'	N71°40'16"E 55.11'
C390	23°16'26"	20.00'	8.12'	S74°29'43"W 8.07'
C391	28°40'19"	20.00'	10.01'	S77°11'40"W 9.90'
C392	8°14'36"	50.00'	7.19'	N84°20'53"W 7.19'
C393	58°22'07"	50.00'	50.94'	N51°02'31"W 48.76'
C394	17°36'18"	50.00'	15.36'	N65°25'54"E 15.30'
C395	42°28'58"	50.00'	37.07'	N77°52'14"E 36.23'
C396	4°02'35"	212.00'	14.96'	S82°54'35"E 14.96'
C397	23°35'51"	20.00'	8.24'	S73°07'57"E 8.18'
C398	28°17'01"	20.00'	9.87'	S75°28'32"E 9.77'
C399	5°26'10"	216.00'	20.49'	N87°39'52"E 20.49'
C403	6°03'23"	812.00'	85.83'	S00°10'44"W 85.79'
C404	65°47'21"	20.00'	22.96'	S30°02'43"W 21.72'
C405	47°50'55"	20.00'	16.70'	S86°51'51"W 16.22'
C406	25°50'31"	20.00'	9.02'	N82°07'57"W 8.94'
C407	7°16'18"	136.00'	17.26'	S81°18'38"W 17.25'
C408	29°51'37"	20.00'	10.42'	S62°44'40"W 10.31'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C409	36°31'04"	20.00'	12.75'	S66°04'24"W 12.53'
C410	58°23'55"	20.00'	20.38'	N66°28'07"W 19.51'
C411	22°31'45"	212.00'	83.36'	N48°32'01"W 82.82'
C412	78°27'47"	20.00'	27.39'	N20°34'00"W 25.30'
C413	37°22'44"	20.00'	13.05'	N37°21'15"E 12.82'
C414	25°50'31"	20.00'	9.02'	N43°07'22"E 8.94'
C415	25°50'31"	20.00'	9.02'	N17°16'51"E 8.94'
C416	25°50'31"	20.00'	9.02'	N17°16'51"E 8.94'
C417	25°50'31"	20.00'	9.02'	N43°07'22"E 8.94'
C418	25°50'31"	20.00'	9.02'	N43°07'22"E 8.94'
C419	1°27'12"	684.00'	17.35'	N30°55'42"E 17.35'
C464	2°48'36"	20.00'	0.98'	N36°41'52"W 0.98'
C465	27°28'22"	20.00'	9.59'	N49°01'45"W 9.50'
C466	5°31'57"	316.00'	30.51'	N65°31'55"W 30.50'
C467	26°44'37"	20.00'	9.34'	S46°25'35"E 9.25'
C468	63°15'23"	20.00'	22.08'	S01°25'35"E 20.98'
C469	63°15'23"	20.00'	22.08'	S61°49'48"W 20.98'
C470	48°26'20"	20.00'	16.91'	N62°19'21"W 16.41'



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Date Signed 01/17/2024
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VERRADO™

BUCKEYE, ARIZONA

"VERRADO REGENT HILLS - PHASE 3A"

FINAL PLAT

REVISION	DATE

Date: 01/15/24
Project: 6068
File: 6068_PLAT
Scale: 1"=40'

SHEET
12 OF 26

PLZV # 1R PLZV-23-0006

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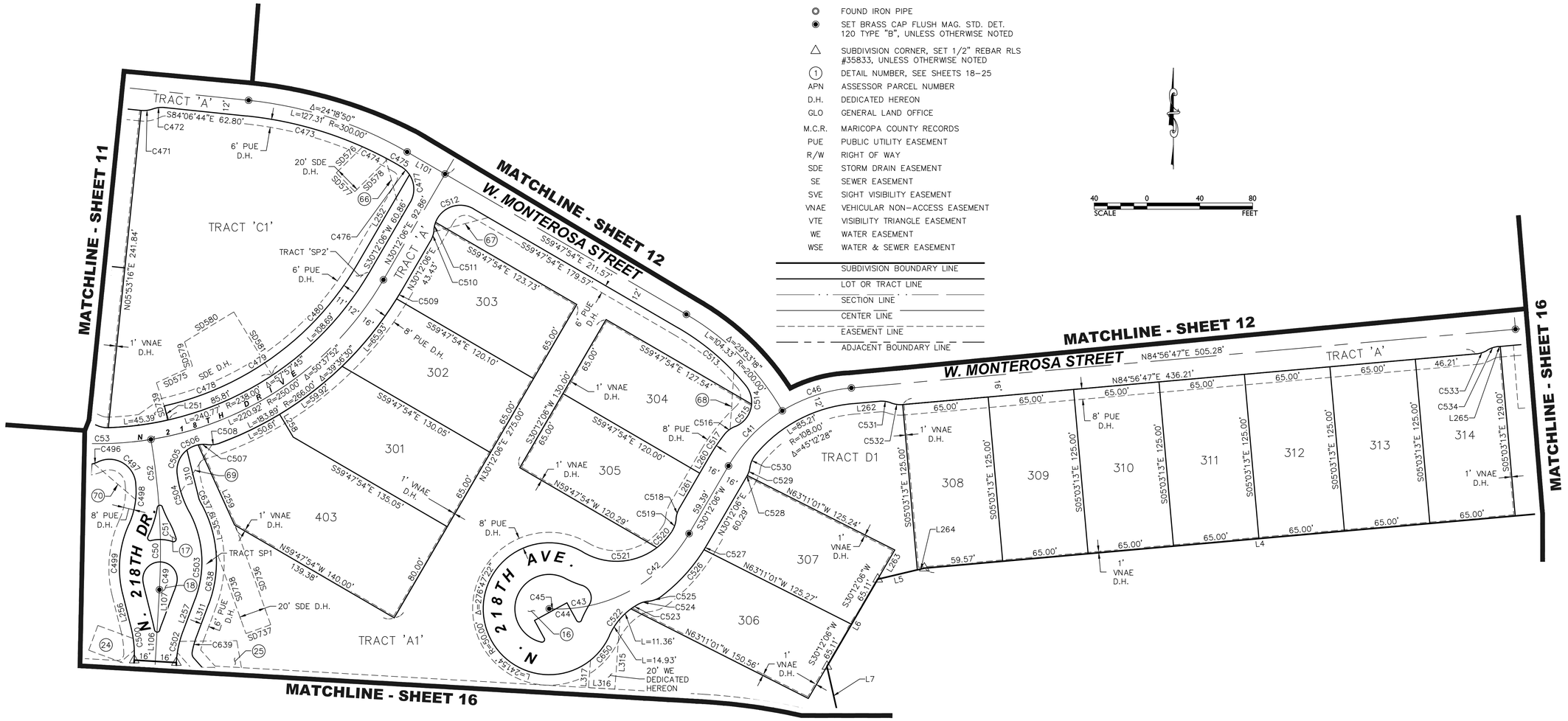

LINE TABLE		
LINE	DIRECTION	LENGTH
L4	S84°56'47"W	510.33'
L5	S76°37'43"W	36.33'
L6	S30°12'06"W	76.53'
L7	S12°54'51"E	48.74'
L101	S59°47'54"E	33.27'
L106	N03°17'57"E	22.19'
L107	N03°17'57"E	32.21'
L251	S12°45'47"E	11.00'
L252	N30°12'06"E	78.72'
L256	S13°58'28"E	27.35'
L257	N20°29'44"E	26.54'
L258	S31°05'24"E	20.12'
L259	N24°25'21"W	66.71'

LINE TABLE		
LINE	DIRECTION	LENGTH
L260	N30°12'06"E	15.70'
L261	S30°12'06"W	30.46'
L262	N84°56'47"E	20.24'
L263	N30°12'06"E	25.62'
L264	S76°37'43"W	5.48'
L265	N84°56'47"E	1.35'
L266	N84°56'47"E	12.60'
L310	S13°52'36"E	38.47'
L311	S20°29'44"W	26.54'
L315	S04°11'47"W	53.40'
L316	N86°42'03"W	20.00'
L317	N04°11'47"E	20.95'

STORM LINE TABLE		
LINE	DIRECTION	LENGTH
SD576	N45°17'05"E	27.96'
SD577	N44°42'55"W	20.00'
SD578	S45°17'05"W	34.92'
SD579	N17°58'12"W	19.35'
SD580	N58°46'29"E	43.65'
SD581	S31°13'31"E	56.18'
SD736	S19°40'07"E	79.98'
SD737	S70°19'53"W	20.00'
SD738	N19°40'07"W	68.17'
SD739	S18°27'29"E	29.61'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C41	28°11'38"	120.00'	59.05'	S44°17'55"W 58.45'
C42	48°07'30"	115.00'	96.59'	S54°15'51"W 93.78'
C43	7°04'06"	115.00'	14.19'	S81°51'39"W 14.18'
C44	5°27'52"	115.00'	10.97'	S88°07'38"W 10.96'
C45	2°26'22"	115.00'	4.90'	N87°55'14"W 4.90'
C46	26°33'03"	120.00'	55.61'	N71°40'16"E 55.11'
C49	2°24'27"	500.00'	21.01'	N02°05'43"E 21.01'
C50	1°56'55"	500.00'	17.00'	N00°04'58"W 17.00'
C51	2°57'53"	500.00'	25.87'	N02°32'21"W 25.87'
C52	5°47'14"	500.00'	50.50'	N06°54'55"W 50.48'
C53	15°03'18"	250.00'	65.69'	S88°21'38"W 65.50'
C471	25°50'31"	20.00'	9.02'	N82°58'01"E 8.94'
C472	25°50'31"	20.00'	9.02'	N82°58'01"E 8.94'
C473	18°12'11"	288.00'	91.50'	S75°00'38"E 91.11'
C474	4°13'41"	288.00'	21.25'	S63°47'42"E 21.25'
C475	1°52'57"	288.00'	9.46'	S60°44'22"E 9.46'
C476	26°44'37"	20.00'	9.34'	S46°25'35"E 9.25'
C477	63°15'23"	20.00'	22.08'	S01°25'35"E 20.98'
C478	17°25'37"	227.00'	69.04'	N68°31'25"E 68.78'
C479	5°02'59"	227.00'	20.01'	N57°17'06"E 20.00'
C480	24°33'31"	227.00'	97.30'	N42°28'52"E 96.56'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C496	13°54'06"	20.00'	4.85'	N71°13'45"E 4.84'
C497	109°31'17"	20.00'	38.23'	S60°57'39"E 32.67'
C498	30°45'13"	60.00'	32.21'	S09°10'35"W 31.82'
C499	38°31'39"	80.00'	53.79'	S05°17'22"W 52.79'
C500	17°16'24"	80.00'	24.12'	N05°20'15"W 24.03'
C502	17°11'48"	80.00'	24.01'	N11°53'50"E 23.92'
C503	48°52'44"	80.00'	68.25'	N03°56'38"W 66.20'
C504	21°47'58"	80.00'	30.44'	N17°29'01"W 30.25'
C505	58°08'53"	20.00'	20.30'	N22°29'24"E 19.44'
C506	27°01'15"	20.00'	9.43'	N65°04'28"E 9.34'
C507	19°01'43"	20.00'	6.64'	S88°05'57"W 6.61'
C508	27°48'12"	20.00'	9.71'	N83°42'43"E 9.61'
C509	1°36'07"	266.00'	7.44'	N31°00'10"E 7.44'
C510	25°50'31"	20.00'	9.02'	N17°16'51"E 8.94'
C511	16°20'41"	20.00'	5.71'	N12°31'56"E 5.69'
C512	99°29'50"	20.00'	34.73'	N70°27'11"E 30.53'
C513	20°32'32"	188.00'	67.40'	S49°31'37"E 67.04'
C514	43°43'40"	20.00'	15.26'	S17°23'31"E 14.90'
C515	63°33'31"	20.00'	22.19'	S36°15'04"W 21.07'
C516	29°51'37"	20.00'	10.42'	S53°06'01"W 10.31'
C517	7°58'06"	136.00'	18.91'	S34°11'09"W 18.90'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C518	25°31'20"	20.00'	8.91'	N17°26'26"E 8.84'
C519	28°17'20"	20.00'	9.87'	S18°49'27"W 9.77'
C520	19°16'00"	50.00'	16.81'	S42°36'07"W 16.73'
C521	68°29'03"	50.00'	59.76'	S86°28'39"W 56.27'
C522	30°07'12"	50.00'	26.28'	N38°59'24"E 25.98'
C523	7°19'44"	50.00'	6.40'	N57°42'52"E 6.39'
C524	23°16'17"	20.00'	8.12'	N73°00'52"E 8.07'
C525	31°53'46"	20.00'	11.13'	N68°42'08"E 10.99'
C526	20°52'47"	131.00'	47.74'	N42°18'51"E 47.48'
C527	1°40'21"	131.00'	3.82'	N31°02'17"E 3.82'
C528	2°51'58"	20.00'	1.00'	N28°46'08"E 1.00'
C529	18°38'09"	20.00'	6.51'	N18°01'04"E 6.48'
C530	31°02'19"	20.00'	10.83'	N24°13'09"E 10.70'
C531	25°50'31"	20.00'	9.02'	S82°07'57"E 8.94'
C532	25°50'31"	20.00'	9.02'	S82°07'57"E 8.94'
C533	25°50'31"	20.00'	9.02'	N72°01'32"E 8.94'
C534	25°50'31"	20.00'	9.02'	N72°01'32"E 8.94'
C637	3°55'42"	69.00'	4.73'	S26°25'09"E 4.73'
C638	48°52'44"	91.00'	77.63'	S03°56'38"E 75.30'
C639	10°16'35"	69.00'	12.38'	S15°21'27"W 12.36'
C640	51°55'13"	5.00'	4.53'	S15°44'27"E 4.38'

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VERRADO™
BUCKEYE, ARIZONA
"VERRADO REGENT HILLS - PHASE 3A"
FINAL PLAT

PLZV # 1R PLZV-23-0006

REVISION	DATE
A	

Date: 01/15/24
Project: 6068
File: 6068_PLAT
Scale: 1"=40'

SHEET
13 OF 26

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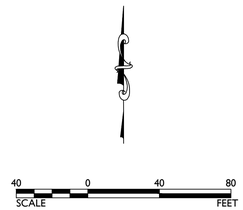


LEGEND

⊙	FOUND IRON PIPE
◉	SET BRASS CAP FLUSH MAG. STD. DET. 120 TYPE "B", UNLESS OTHERWISE NOTED
△	SUBDIVISION CORNER, SET 1/2" REBAR RLS #35833, UNLESS OTHERWISE NOTED
(1)	DETAIL NUMBER, SEE SHEETS 18–25
APN	ASSESSOR PARCEL NUMBER
D.H.	DEDICATED HEREON
GLO	GENERAL LAND OFFICE
M.C.R.	MARICOPA COUNTY RECORDS
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT OF WAY
SDE	STORM DRAIN EASEMENT
SE	SEWER EASEMENT
SVE	SIGHT VISIBILITY EASEMENT
VNAE	VEHICULAR NON–ACCESS EASEMENT
VTE	VISIBILITY TRIANGLE EASEMENT
WE	WATER EASEMENT
WSE	WATER & SEWER EASEMENT

SUBDIVISION BOUNDARY LINE

LOT OR TRACT LINE

SECTION LINE

CENTER LINE

EASEMENT LINE

ADJACENT BOUNDARY LINE

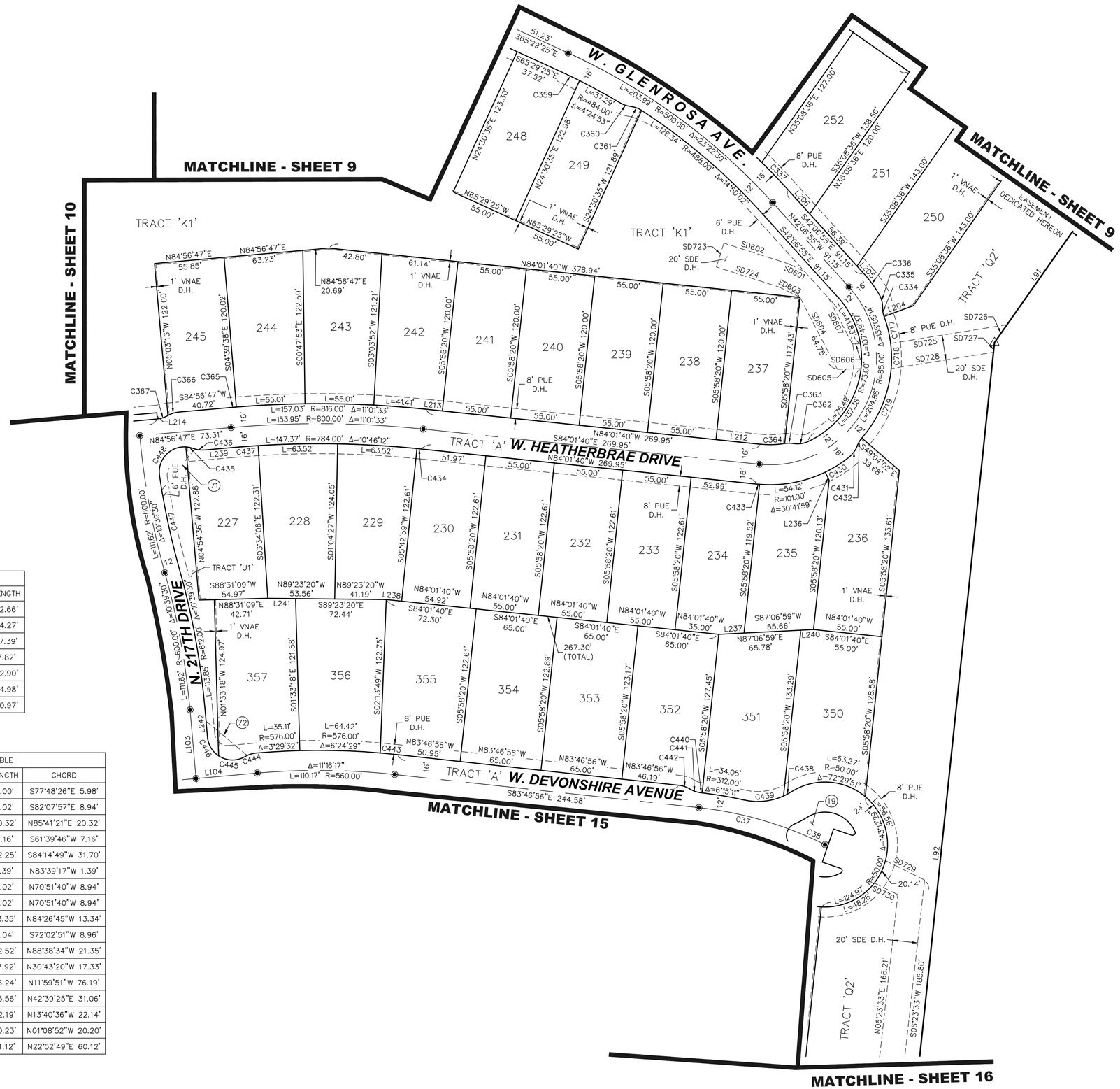
LINE TABLE		
LINE	DIRECTION	LENGTH
L91	S35°08'36"W	716.65'
L92	S05°58'20"W	872.96'
L103	S05°03'13"E	55.06'
L104	N84°56'47"E	49.01'
L204	S69°46'11"W	24.92'
L205	N42°06'55"W	8.20'
L206	N42°06'55"W	26.55'
L212	N84°01'40"W	36.36'
L213	N84°01'40"W	13.60'
L214	N05°03'13"W	5.00'
L236	S25°52'14"E	7.07'
L237	S87°06'59"W	20.24'
L239	N84°56'47"E	22.97'
L240	N87°06'59"E	10.12'
L241	S89°23'20"E	22.31'
L242	N05°03'13"W	23.06'

STORM LINE TABLE		
LINE	DIRECTION	LENGTH
SD601	S64°11'45"E	14.50'
SD602	S72°16'26"E	54.07'
SD603	N64°11'45"W	18.46'
SD604	N27°27'02"W	65.07'
SD605	S88°35'17"W	18.84'
SD606	N88°35'17"E	6.36'
SD607	S27°27'02"E	41.39'
SD723	S17°43'34"W	20.00'

STORM LINE TABLE		
LINE	DIRECTION	LENGTH
SD724	S72°16'26"E	52.66'
SD725	N80°51'44"E	94.27'
SD726	N35°08'36"E	17.39'
SD727	S05°58'20"W	7.82'
SD728	N80°51'44"E	82.90'
SD729	S63°36'01"E	34.98'
SD730	N63°36'01"W	20.97'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C37	14°07'15"	300.00'	73.94'	S76°43'18"E 73.75'
C38	6°03'40"	300.00'	31.74'	S66°37'51"E 31.72'
C334	21°10'32"	20.00'	7.39'	N09°38'33"W 7.35'
C335	31°27'04"	20.00'	10.98'	N14°46'49"W 10.84'
C336	11°36'33"	101.00'	20.46'	N36°18'38"W 20.43'
C337	3°17'35"	516.00'	29.66'	N43°45'42"W 29.65'
C359	2°04'10"	484.00'	17.48'	S64°27'20"E 17.48'
C360	24°49'57"	20.00'	8.67'	S71°25'21"E 8.60'
C361	26°53'22"	20.00'	9.39'	S70°23'38"E 9.30'
C362	34°04'31"	20.00'	11.89'	S82°44'58"W 11.72'
C363	19°29'26"	20.00'	6.80'	N89°57'29"W 6.77'
C364	15°40'32"	69.00'	18.88'	S88°08'04"W 18.82'
C365	0°23'34"	816.00'	5.60'	S85°08'34"W 5.60'
C366	25°50'31"	20.00'	9.02'	S72°01'32"W 8.94'
C367	25°50'31"	20.00'	9.02'	S72°01'32"W 8.94'
C430	12°55'16"	101.00'	22.78'	N57°40'08"E 22.73'
C431	31°27'04"	20.00'	10.98'	N35°28'59"E 10.84'
C432	21°10'32"	20.00'	7.39'	N30°20'43"E 7.35'
C433	1°08'35"	101.00'	2.02'	S84°35'58"E 2.02'
C434	0°15'21"	784.00'	3.50'	S84°09'21"E 3.50'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C435	17°11'28"	20.00'	6.00'	S77°48'26"E 5.98'
C436	25°50'31"	20.00'	9.02'	S82°07'57"E 8.94'
C437	1°29'07"	784.00'	20.32'	N85°41'21"E 20.32'
C438	8°12'37"	50.00'	7.16'	S61°39'46"W 7.16'
C439	36°57'29"	50.00'	32.25'	S84°14'49"W 31.70'
C440	0°15'18"	312.00'	1.39'	N83°39'17"W 1.39'
C441	25°50'31"	20.00'	9.02'	N70°51'40"W 8.94'
C442	25°50'31"	20.00'	9.02'	N70°51'40"W 8.94'
C443	1°19'39"	576.00'	13.35'	N84°26'45"W 13.34'
C444	25°53'06"	20.00'	9.04'	S72°02'51"W 8.96'
C445	64°30'16"	20.00'	22.52'	N88°38'34"W 21.35'
C446	51°20'14"	20.00'	17.92'	N30°43'20"W 17.33'
C447	7°25'44"	588.00'	76.24'	N11°59'51"W 76.19'
C448	101°52'49"	20.00'	35.56'	N42°39'25"E 31.06'
C717	13°06'26"	97.00'	22.19'	N13°40'36"W 22.14'
C718	11°57'04"	97.00'	20.23'	N01°08'52"W 20.20'
C719	36°06'18"	97.00'	61.12'	N22°52'49"E 60.12'



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RICK ENGINEERING COMPANY
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PHOENIX, AZ 85029
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rickengineeringcom
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35833
JASON A. SEGNERI
Date Signed 01/17/2024
ARIZONA U.S.A.
EXP 3/31/25

VERRADO™
BUCKEYE, ARIZONA
"VERRADO REGENT HILLS - PHASE 3A"
FINAL PLAT

REVISION	DATE
A	
A	
A	
A	
A	
A	
A	

Date: 01/15/24
Project: 6068
File: 6068_PLAT
Scale: 1"=40'

SHEET
14 OF 26

PLZV # 1R PLZV-23-0006

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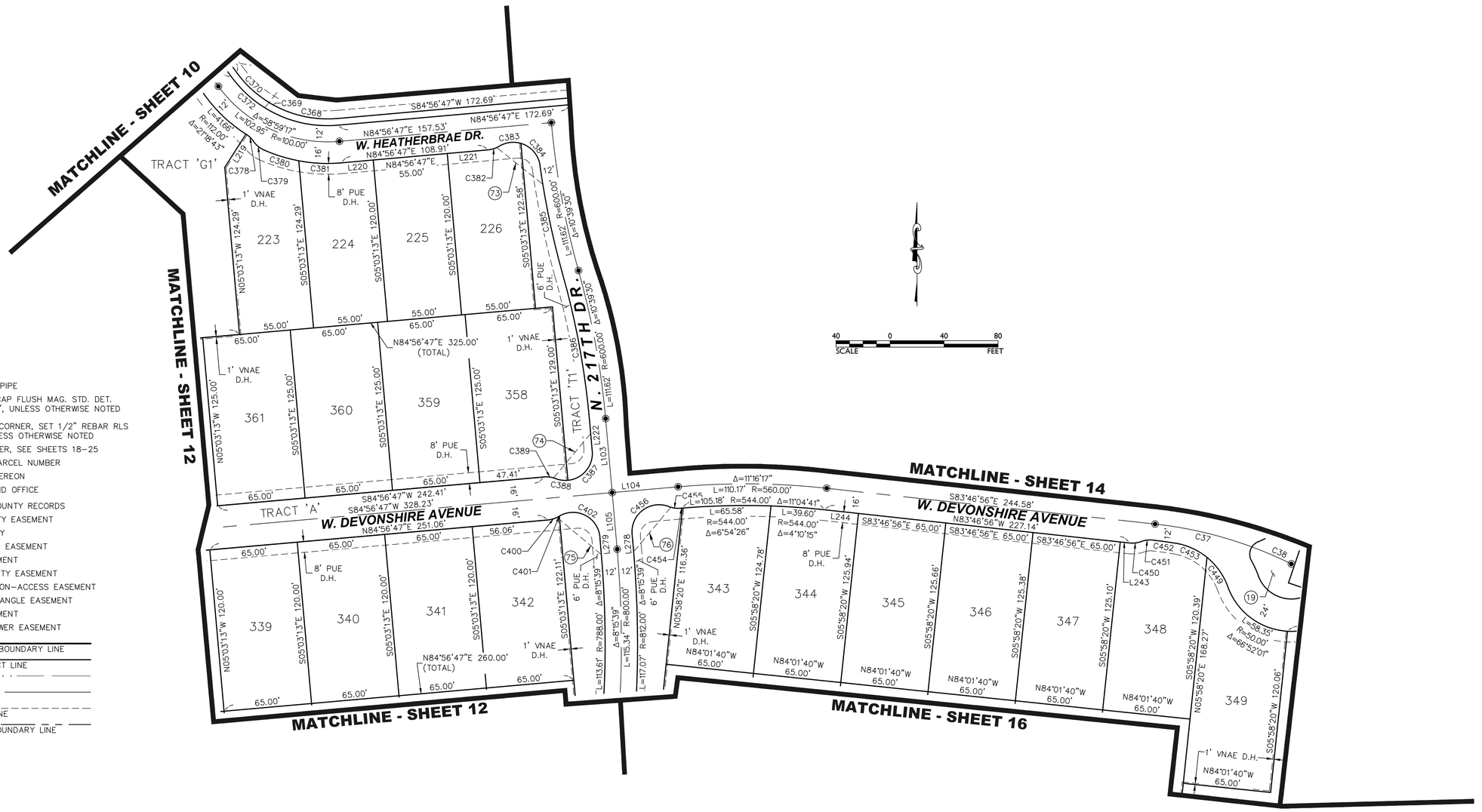

LEGEND

○	FOUND IRON PIPE
◉	SET BRASS CAP FLUSH MAG. STD. DET. 120 TYPE "B", UNLESS OTHERWISE NOTED
△	SUBDIVISION CORNER, SET 1/2" REBAR RLS #35833, UNLESS OTHERWISE NOTED
(1)	DETAIL NUMBER, SEE SHEETS 18–25
APN	ASSESSOR PARCEL NUMBER
D.H.	DEDICATED HEREON
GLO	GENERAL LAND OFFICE
M.C.R.	MARICOPA COUNTY RECORDS
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT OF WAY
SDE	STORM DRAIN EASEMENT
SE	SEWER EASEMENT
SVE	SIGHT VISIBILITY EASEMENT
VNAE	VEHICULAR NON–ACCESS EASEMENT
VTE	VISIBILITY TRIANGLE EASEMENT
WE	WATER EASEMENT
WSE	WATER & SEWER EASEMENT

	SUBDIVISION BOUNDARY LINE
	LOT OR TRACT LINE
	SECTION LINE
	CENTER LINE
	EASEMENT LINE
	ADJACENT BOUNDARY LINE

LINE TABLE		
LINE	DIRECTION	LENGTH
L103	S05°03'13"E	55.06'
L104	N84°56'47"E	49.01'
L105	N05°03'13"W	42.12'
L219	N32°37'21"E	29.14'
L220	N84°56'47"E	23.74'
L221	N84°56'47"E	30.17'
L222	S05°03'13"E	23.06'
L243	S83°46'56"E	6.71'
L244	S83°46'56"E	25.43'
L278	N05°03'13"W	10.12'
L279	S05°03'13"E	10.12'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C37	14°07'15"	300.00'	73.94'	S76°43'18"E 73.75'
C38	6°03'40"	300.00'	31.74'	S66°37'51"E 31.72'
C368	33°01'14"	83.00'	47.83'	N78°32'36"W 47.18'
C369	2°12'24"	83.00'	3.20'	N60°55'46"W 3.20'
C370	23°45'39"	83.00'	34.42'	N47°56'45"W 34.17'
C372	58°59'17"	88.00'	90.60'	S65°33'34"E 86.65'
C378	21°45'12"	20.00'	7.59'	S46°30'03"E 7.55'
C379	30°38'12"	20.00'	10.69'	S50°56'33"E 10.57'
C380	13°09'28"	116.00'	26.64'	S72°50'22"E 26.58'
C381	15°38'07"	116.00'	31.65'	S87°14'10"E 31.56'
C382	25°50'31"	20.00'	9.02'	N72°01'32"E 8.94'
C383	47°32'26"	20.00'	16.59'	N82°52'29"E 16.12'
C384	65°23'56"	20.00'	22.83'	S40°39'19"E 21.61'
C385	7°45'22"	612.00'	82.85'	S11°50'02"E 82.78'
C386	10°39'30"	588.00'	109.38'	S10°22'58"E 109.23'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C387	89°34'14"	20.00'	31.27'	S39°43'54"W 28.18'
C388	26°16'17"	20.00'	9.17'	N82°20'50"W 9.09'
C389	25°50'31"	20.00'	9.02'	N82°07'57"W 8.94'
C400	25°50'31"	20.00'	9.02'	N72°01'32"E 8.94'
C401	0°43'14"	20.00'	0.25'	N59°27'53"E 0.25'
C402	115°07'17"	20.00'	40.18'	S62°36'52"E 33.76'
C449	30°58'44"	50.00'	27.03'	S35°21'33"E 26.71'
C450	25°50'31"	20.00'	9.02'	N83°17'49"E 8.94'
C451	25°50'31"	20.00'	9.02'	N83°17'49"E 8.94'
C452	3°17'50"	288.00'	16.57'	S82°08'01"E 16.57'
C453	29°38'11"	50.00'	25.86'	S65°40'01"E 25.58'
C454	0°09'01"	544.00'	1.43'	N85°03'52"E 1.43'
C455	25°47'58"	20.00'	9.01'	S82°06'39"E 8.93'
C456	115°50'33"	20.00'	40.44'	S52°52'04"W 33.89'

DMB

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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35833
JASON A. SEGNERI
Date Signed 01/11/2024
ARIZONA U.S.A.
EXP 3/31/25

VERRADO™

BUCKEYE, ARIZONA

"VERRADO REGENT HILLS - PHASE 3A"

FINAL PLAT

PLZV # 1R PLZV-23-0006

REVISION	DATE

Date: 01/15/24
Project: 6068
File: 6068_PLAT
Scale: 1"=40'

SHEET
15 OF 26

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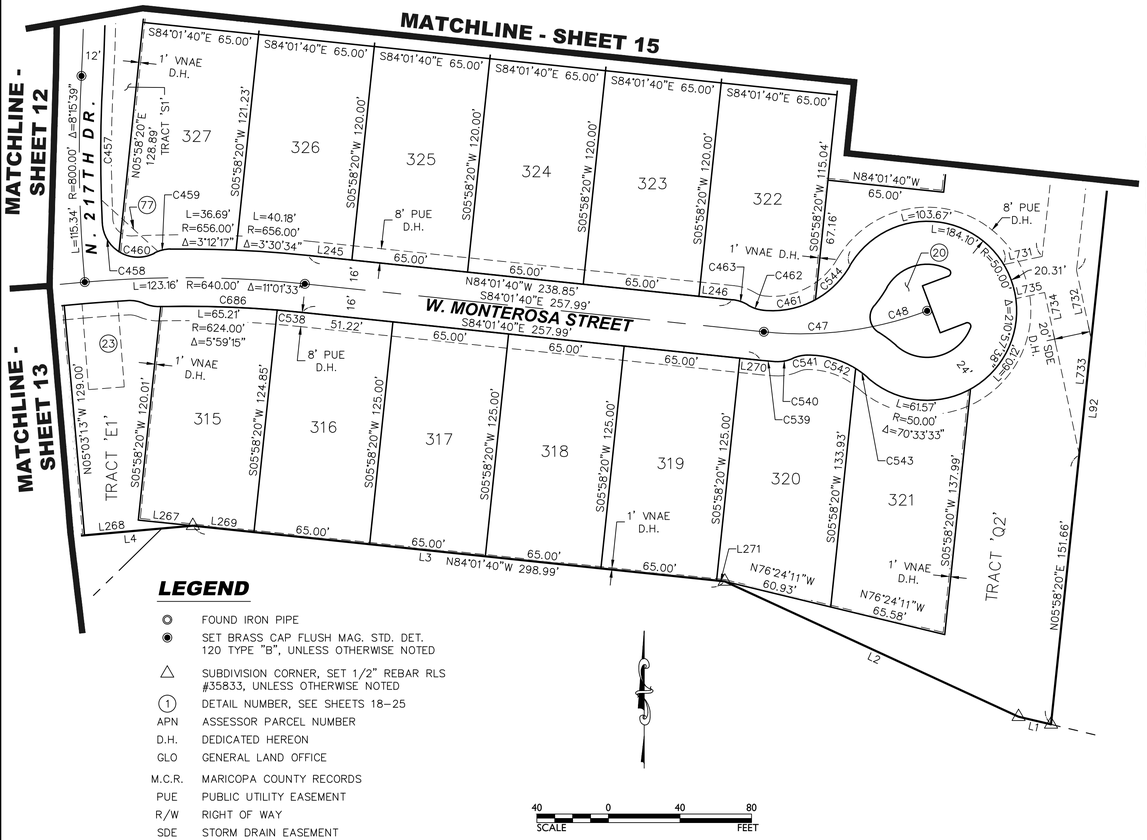

LEGEND

○	FOUND IRON PIPE
◉	SET BRASS CAP FLUSH MAG. STD. DET. 120 TYPE "B", UNLESS OTHERWISE NOTED
△	SUBDIVISION CORNER, SET 1/2" REBAR RLS #35833, UNLESS OTHERWISE NOTED
(1)	DETAIL NUMBER, SEE SHEETS 18–25
APN	ASSESSOR PARCEL NUMBER
D.H.	DEDICATED HEREON
GLO	GENERAL LAND OFFICE
M.C.R.	MARICOPA COUNTY RECORDS
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT OF WAY
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VTE	VISIBILITY TRIANGLE EASEMENT
WE	WATER EASEMENT
WSE	WATER & SEWER EASEMENT

SUBDIVISION BOUNDARY LINE
LOT OR TRACT LINE
SECTION LINE
CENTER LINE
EASEMENT LINE
ADJACENT BOUNDARY LINE

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N76°37'55"W	18.63'
L2	N65°16'12"W	180.80'
L3	N84°01'40"W	298.99'
L4	S84°56'47"W	510.33'
L5	S76°37'43"W	36.33'
L6	S30°12'06"W	76.53'
L7	S12°54'51"E	48.74'
L8	N86°42'03"W	397.76'
L9	N86°42'03"W	32.00'
L10	N86°42'03"W	58.45'
L92	S05°58'20"W	872.96'
L106	N03°17'57"E	22.19'
L245	N84°01'40"W	24.85'
L246	N84°01'40"W	19.00'
L263	N30°12'06"E	25.62'
L264	S76°37'43"W	5.48'
L266	N84°56'47"E	12.60'
L267	S84°01'40"E	30.62'
L268	S84°56'47"W	60.76'
L269	N84°01'40"W	34.38'
L270	S84°01'40"E	11.78'
L271	N84°01'40"W	4.61'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	13°13'20"	466.00'	107.54'	N80°05'23"W 107.30'
C2	21°06'01"	25.00'	9.21'	N07°15'04"W 9.15'
C3	42°26'21"	484.00'	358.50'	N65°28'53"W 350.36'
C42	48°07'30"	115.00'	96.59'	S54°15'51"W 93.78'
C43	7°04'06"	115.00'	14.19'	S81°51'39"W 14.18'
C44	5°27'52"	115.00'	10.97'	S88°07'38"W 10.96'
C45	2°26'22"	115.00'	4.90'	N87°55'14"W 4.90'
C47	17°31'49"	200.00'	61.19'	N87°12'25"E 60.95'
C48	9°04'43"	200.00'	31.69'	N73°54'09"E 31.66'
C53	15°03'18"	250.00'	65.69'	S88°21'38"W 65.50'
C457	5°55'55"	788.00'	81.58'	S00°14'28"W 81.55'
C458	55°08'27"	20.00'	19.25'	S30°17'43"E 18.51'
C459	26°36'59"	20.00'	9.29'	S75°56'59"W 9.21'
C460	59°29'34"	20.00'	20.77'	N87°36'43"W 19.85'
C461	34°50'20"	50.00'	30.40'	S78°33'10"W 29.94'
C462	25°50'31"	20.00'	9.02'	N71°06'25"W 8.94'
C463	25°50'31"	20.00'	9.02'	N71°06'25"W 8.94'
C493	16°39'45"	20.00'	5.82'	S75°46'51"E 5.80'
C494	3°48'22"	266.00'	17.67'	S86°00'54"E 17.67'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C495	13°54'06"	20.00'	4.85'	N85°07'52"E 4.84'
C501	21°06'01"	25.00'	9.21'	S13°50'57"W 9.15'
C520	19°16'00"	50.00'	16.81'	S42°36'07"W 16.73'
C521	68°29'03"	50.00'	59.76'	S86°28'39"W 56.27'
C522	30°07'12"	50.00'	26.28'	N38°59'24"E 25.98'
C523	7°19'44"	50.00'	6.40'	N57°42'52"E 6.39'
C524	23°16'17"	20.00'	8.12'	N73°00'52"E 8.07'
C525	31°53'46"	20.00'	11.13'	N68°42'08"E 10.99'
C526	20°52'47"	131.00'	47.74'	N42°18'51"E 47.48'
C527	1°40'21"	131.00'	3.82'	N31°02'17"E 3.82'
C535	2°06'35"	628.00'	23.12'	N86°00'05"E 23.12'
C536	26°39'06"	20.00'	9.30'	S79°37'05"E 9.22'
C537	0°03'58"	624.00'	0.72'	N88°41'09"E 0.72'
C538	1°15'57"	624.00'	13.79'	N84°39'39"W 13.79'
C541	23°35'51"	20.00'	8.24'	N77°18'01"E 8.18'
C542	32°48'34"	50.00'	28.63'	S74°29'46"E 28.24'
C543	9°40'23"	50.00'	8.44'	S53°15'18"E 8.43'
C544	31°04'17"	50.00'	27.11'	S45°35'51"W 26.78'
C686	7°15'12"	624.00'	79.00'	N87°39'16"W 78.94'

STORM LINE TABLE		
LINE	DIRECTION	LENGTH
L731	N77°58'15"E	21.97'
L732	S12°01'45"E	39.50'
L733	N05°58'20"E	64.72'
L734	N12°01'45"W	92.67'
L735	S77°58'15"W	16.55'

WATER EASEMENT

LINE TABLE		
LINE	DIRECTION	LENGTH
L315	S04°11'47"W	53.40'
L316	N86°42'03"W	20.00'
L317	N04°11'47"E	20.95'

WATER EASEMENT

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C650	27°14'54"	50.00'	23.78'	N37°33'15"E 23.56'

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CERTIFICATE NO.
35833
JASON A. SEGNERI
Date Signed 01/11/2024
ARIZONA U.S.A.
EXP 3/31/25

VERRADO™
BUCKEYE, ARIZONA
"VERRADO REGENT HILLS - PHASE 3A"
FINAL PLAT

PLZV # 1R PLZV-23-0006

REVISION	DATE

Date: 01/15/24
Project: 6068
File: 6068_PLAT
Scale: 1"=40'

SHEET
16 OF 26

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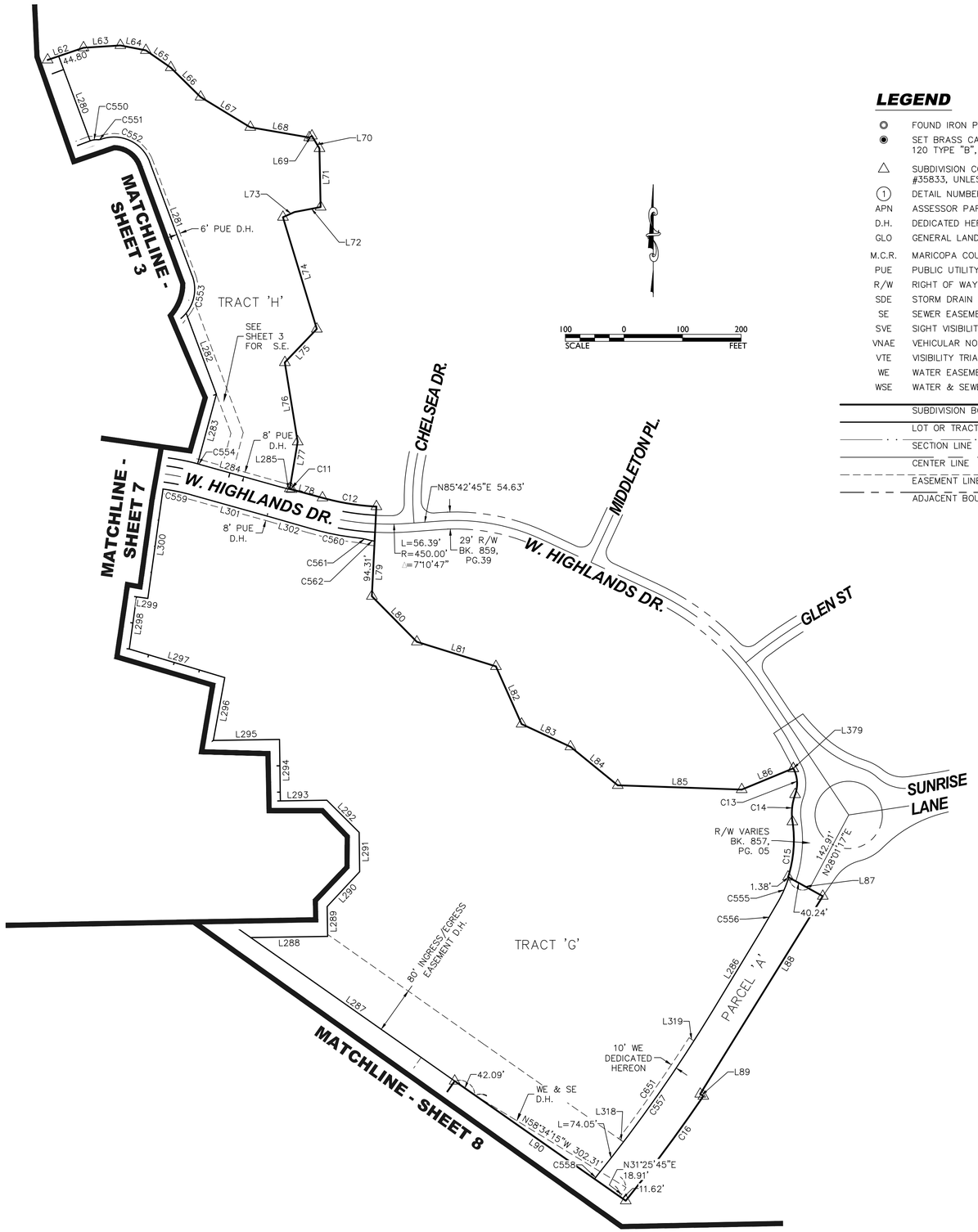
LINE TABLE		
LINE	DIRECTION	LENGTH
L62	N71°20'08"E	64.69'
L63	N86°17'13"E	63.01'
L64	S79°03'08"E	44.39'
L65	S55°16'49"E	51.75'
L66	S45°21'29"E	71.62'
L67	S58°40'28"E	99.33'
L68	S80°06'19"E	102.21'
L69	N58°54'43"E	5.29'
L70	S31°05'17"E	25.00'
L71	S01°10'03"E	100.05'
L72	S79°02'03"W	45.46'
L73	S66°20'00"W	21.62'
L74	S16°50'30"E	199.75'
L75	S43°41'18"W	79.03'
L76	S09°12'41"E	137.33'
L77	S09°36'13"W	81.21'
L78	S74°41'50"E	54.61'
L79	S02°53'32"W	153.35'
L80	S44°34'26"E	109.46'
L81	S72°43'25"E	141.40'
L82	S24°01'09"E	107.72'
L83	S65°00'32"E	91.97'
L84	S50°47'08"E	104.29'
L85	S88°02'53"E	211.82'
L86	N67°35'04"E	95.02'
L87	S60°59'01"E	67.86'
L88	S31°45'45"W	397.65'

LINE TABLE		
LINE	DIRECTION	LENGTH
L89	S55°56'57"E	6.42'
L90	N54°59'27"W	356.62'
L280	N20°27'48"W	154.38'
L281	S20°27'48"E	208.00'
L282	S20°27'48"E	148.02'
L283	S15°03'57"W	123.15'
L284	S74°21'50"E	141.81'
L285	S75°27'10"E	82.92'
L286	S31°08'26"W	155.42'
L287	N54°51'29"W	425.96'
L288	N89°10'18"E	131.35'
L289	N00°49'42"W	51.13'
L290	N43°04'01"E	81.29'
L291	N00°49'42"W	67.20'
L292	N45°00'00"W	77.91'
L293	S89°10'18"W	79.37'
L294	N00°49'51"W	105.00'
L295	S89°10'09"W	112.86'
L296	N10°13'28"E	109.02'
L297	N73°19'35"W	170.06'
L298	N07°55'12"E	90.00'
L299	S82°04'48"E	19.41'
L300	N07°55'12"E	188.69'
L301	S74°21'50"E	141.77'
L302	S73°58'54"E	68.73'
L318	N54°59'27"W	10.01'
L319	S57°29'21"E	10.00'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C11	0°29'57"	379.50'	3.31'	S69°05'48"E 3.31'
C12	12°42'57"	421.43'	93.53'	S80°44'09"E 93.34'
C13	47°44'12"	55.00'	45.82'	S04°01'07"E 44.51'
C14	28°21'56"	95.50'	47.28'	S05°40'01"W 46.80'
C15	26°02'19"	210.00'	95.44'	N04°30'13"E 94.62'
C16	4°32'23"	2807.94'	222.48'	S36°32'32"W 222.42'
C550	25°50'31"	31.00'	13.98'	N82°27'28"E 13.86'
C551	25°50'31"	9.00'	4.06'	N82°27'28"E 4.02'
C552	90°00'00"	65.00'	102.10'	S65°27'48"E 91.92'
C553	59°27'15"	65.00'	67.45'	S09°15'50"W 64.46'
C554	0°34'14"	403.00'	4.01'	S74°38'56"E 4.01'
C555	12°22'58"	211.00'	45.60'	S23°35'32"W 45.51'
C556	1°21'25"	2577.50'	61.04'	S30°27'43"W 61.04'
C557	7°43'48"	2564.50'	345.99'	S35°00'20"W 345.73'
C558	1°06'25"	314.00'	6.07'	S38°19'01"W 6.07'
C559	8°06'46"	349.00'	49.42'	S78°25'13"E 49.38'
C560	10°19'38"	476.50'	85.89'	S78°46'06"E 85.77'
C561	10°55'15"	95.00'	18.11'	S78°28'17"E 18.08'
C562	14°05'48"	35.00'	8.61'	S80°03'34"E 8.59'



LEGEND

○	FOUND IRON PIPE
◉	SET BRASS CAP FLUSH MAG. STD. DET. 120 TYPE "B", UNLESS OTHERWISE NOTED
△	SUBDIVISION CORNER, SET 1/2" REBAR RLS #35833, UNLESS OTHERWISE NOTED
(1)	DETAIL NUMBER, SEE SHEETS 18–25
APN	ASSESSOR PARCEL NUMBER
D.H.	DEDICATED HEREON
GLO	GENERAL LAND OFFICE
M.C.R.	MARICOPA COUNTY RECORDS
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT OF WAY
SDE	STORM DRAIN EASEMENT
SE	SEWER EASEMENT
SVE	SIGHT VISIBILITY EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
VTE	VISIBILITY TRIANGLE EASEMENT
WE	WATER EASEMENT
WSE	WATER & SEWER EASEMENT

SUBDIVISION BOUNDARY LINE
LOT OR TRACT LINE
SECTION LINE
CENTER LINE
EASEMENT LINE
ADJACENT BOUNDARY LINE

DMB
RICK ENGINEERING COMPANY
2401 W. PEORIA AVENUE, SUITE 130
PHOENIX, AZ 85029
602-957-3350
rickengineeringcom
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35833
JASON A. SEGNERI
Date Signed 01/17/2024
ARIZONA U.S.A.
EXP 3/31/25

VERRADO™
BUCKEYE, ARIZONA
"VERRADO REGENT HILLS - PHASE 3A"
FINAL PLAT

REVISION	DATE

Date: 01/15/24
Project: 6068
File: 6068_PLAT
Scale: 1"=100'

SHEET
17 OF 26

PLZV # 1R PLZV-23-0006

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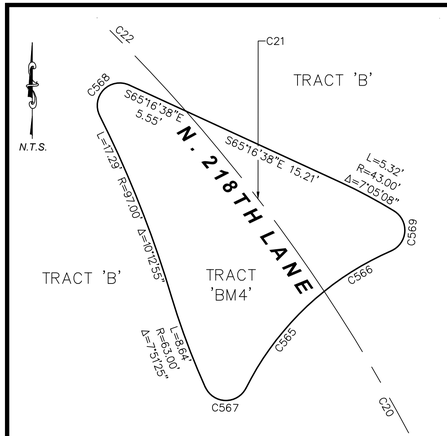

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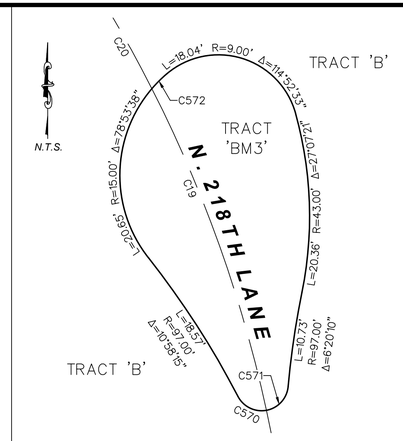

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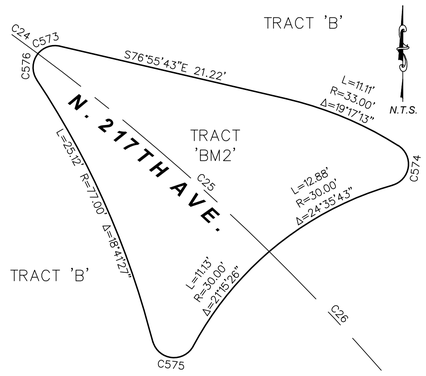

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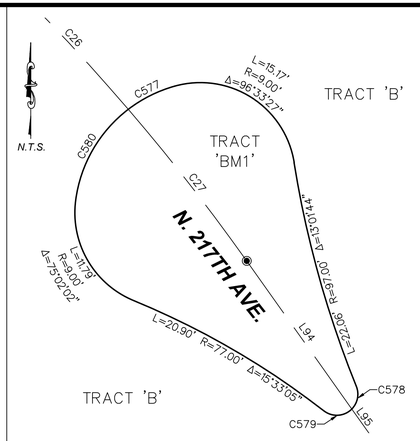

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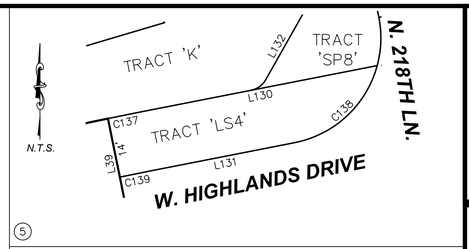

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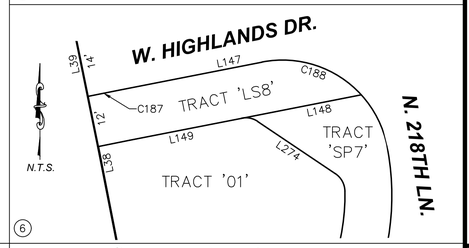

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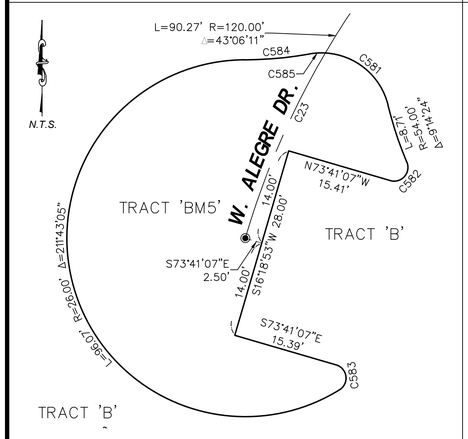

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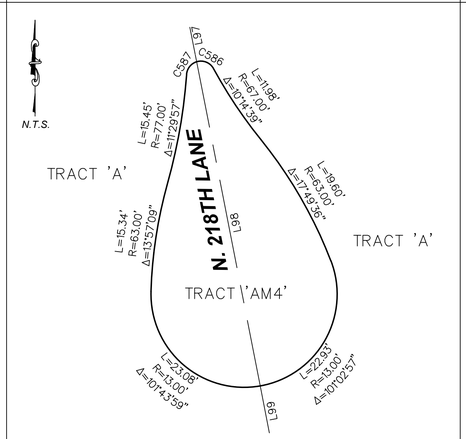

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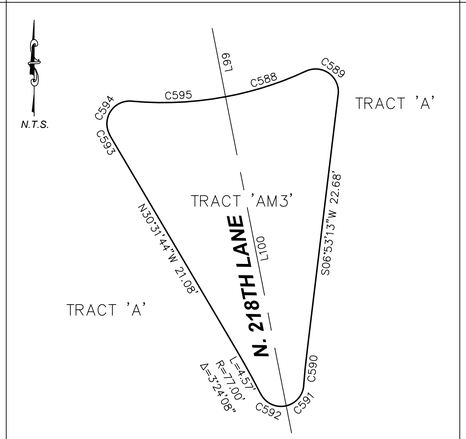

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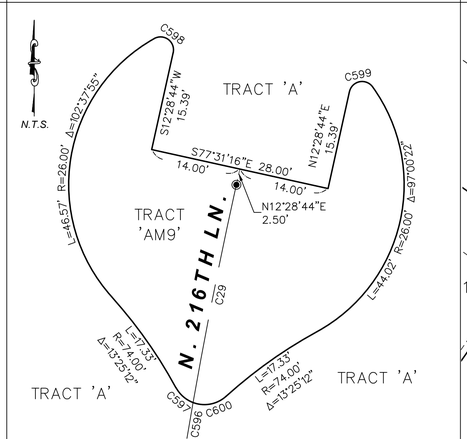

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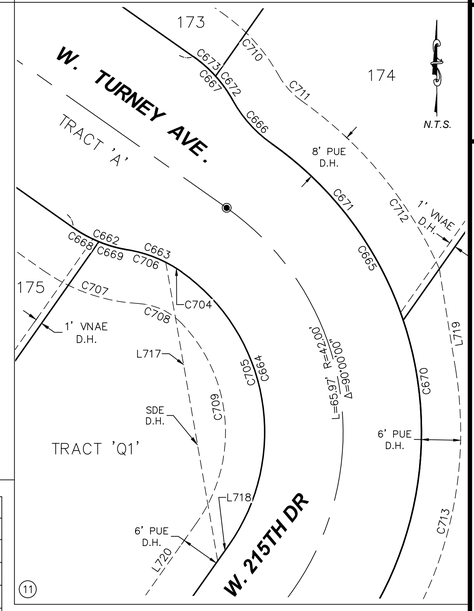

11

LEGEND

○	FOUND IRON PIPE
◉	SET BRASS CAP FLUSH MAG. STD. DET. 120 TYPE "B", UNLESS OTHERWISE NOTED
△	SUBDIVISION CORNER, SET 1/2" REBAR RLS #35833, UNLESS OTHERWISE NOTED
(1)	DETAIL NUMBER, SEE SHEETS 18–25
APN	ASSESSOR PARCEL NUMBER
D.H.	DEDICATED HEREON
GLO	GENERAL LAND OFFICE
M.C.R.	MARICOPA COUNTY RECORDS
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT OF WAY
SDE	STORM DRAIN EASEMENT
SE	SEWER EASEMENT
SVE	SIGHT VISIBILITY EASEMENT
VNAE	VEHICULAR NON–ACCESS EASEMENT
VTE	VISIBILITY TRIANGLE EASEMENT
WE	WATER EASEMENT
WSE	WATER & SEWER EASEMENT

SUBDIVISION BOUNDARY LINE
LOT OR TRACT LINE
SECTION LINE
CENTER LINE
EASEMENT LINE
ADJACENT BOUNDARY LINE

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C18	1°09'03"	150.00'	3.01'	N11°39'44"W 3.01'
C19	14°43'21"	150.00'	38.54'	N19°35'56"W 38.44'
C20	6°40'04"	150.00'	17.46'	N30°17'39"W 17.45'
C21	7°42'45"	150.00'	20.19'	N37°29'04"W 20.18'
C22	11°46'43"	150.00'	30.84'	N47°13'48"W 30.78'
C23	14°04'18"	120.00'	29.47'	N23°21'02"E 29.40'
C24	7°41'42"	200.00'	26.86'	N57°16'21"W 26.84'
C25	7°57'44"	200.00'	27.79'	N49°26'38"W 27.77'
C26	4°52'54"	200.00'	17.04'	N43°01'19"W 17.04'
C27	5°13'37"	200.00'	18.25'	N37°58'03"W 18.24'
C29	2°28'05"	800.00'	34.46'	N11°14'42"E 34.46'
C137	0°26'27"	1028.00'	7.91'	N78°41'17"E 7.91'
C138	63°53'46"	25.00'	27.88'	S46°57'38"W 26.46'
C139	0°26'27"	1014.00'	7.80'	S78°41'17"W 7.80'
C187	0°26'27"	986.00'	7.58'	N78°41'17"E 7.58'
C188	58°40'04"	25.00'	25.60'	S71°45'28"E 24.49'
C565	24°32'28"	26.00'	11.14'	S38°54'39"W 11.05'
C566	15°23'08"	26.00'	6.98'	S58°52'27"W 6.96'
C567	128°58'07"	2.00'	4.50'	N88°52'32"W 3.61'
C568	141°28'20"	2.00'	4.94'	N43°59'12"E 3.78'
C569	124°45'31"	2.00'	4.35'	S04°11'16"W 3.54'
C570	73°10'45"	3.00'	3.83'	N63°56'19"W 3.58'
C571	74°18'02"	3.00'	3.89'	S42°19'18"W 3.62'
C572	8°56'07"	15.00'	2.34'	N45°02'30"E 2.34'
C573	63°47'45"	2.00'	2.23'	N71°10'24"E 2.11'
C574	131°38'34"	2.00'	4.60'	S08°10'47"W 3.65'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C575	134°50'17"	2.00'	4.71'	N84°25'56"W 3.69'
C576	72°53'34"	2.00'	2.54'	N02°49'45"E 2.38'
C577	21°49'09"	13.00'	4.95'	N63°29'50"E 4.92'
C578	66°39'56"	2.00'	2.33'	S11°16'06"W 2.20'
C579	83°18'09"	2.00'	2.91'	S86°15'08"W 2.66'
C580	45°12'07"	13.00'	10.26'	N29°59'12"E 9.99'
C581	73°07'03"	10.00'	12.76'	S50°11'27"E 11.91'
C582	129°11'12"	2.00'	4.51'	S41°43'17"W 3.61'
C583	131°48'37"	2.00'	4.60'	S07°46'48"E 3.65'
C584	10°00'59"	54.00'	9.44'	N84°50'06"E 9.43'
C585	13°25'25"	10.00'	2.34'	N86°32'19"E 2.34'
C586	78°32'29"	2.00'	2.74'	S67°54'33"E 2.53'
C587	68°38'26"	2.00'	2.40'	N38°30'00"E 2.26'
C588	14°13'27"	30.00'	7.45'	N72°16'10"E 7.43'
C589	121°43'46"	2.00'	4.25'	S53°58'40"E 3.49'
C590	2°20'06"	77.00'	3.14'	S05°43'10"W 3.14'
C591	72°11'47"	2.00'	2.52'	S40°39'00"W 2.36'
C592	76°07'30"	2.00'	2.66'	N65°11'21"W 2.47'
C593	0°40'54"	63.00'	0.75'	N30°11'17"W 0.75'
C594	125°06'12"	2.00'	4.37'	N32°42'16"E 3.55'
C595	15°52'28"	30.00'	8.31'	N87°19'07"E 8.29'
C596	7°03'43"	800.00'	98.60'	N06°28'48"E 98.54'
C597	40°50'41"	5.00'	3.56'	N48°57'56"W 3.49'
C598	131°48'37"	2.00'	4.60'	S53°25'34"E 3.65'
C599	131°48'37"	2.00'	4.60'	N78°23'03"E 3.65'
C600	62°44'12"	5.00'	5.47'	S79°14'38"W 5.21'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C662	25°50'31"	20.00'	9.02'	S67°46'40"E 8.94'
C663	25°50'31"	20.00'	9.02'	N67°46'40"W 8.94'
C664	90°00'00"	30.00'	47.12'	N09°51'24"W 42.43'
C665	90°00'00"	54.00'	84.82'	N09°51'24"W 76.37'
C666	25°50'31"	20.00'	9.02'	S41°56'09"E 8.94'
C667	25°50'31"	20.00'	9.02'	N41°56'09"W 8.94'
C668	12°48'49"	20.00'	4.47'	S61°15'49"E 4.46'
C669	13°01'42"	20.00'	4.55'	S74°11'04"E 4.54'
C670	53°39'32"	54.00'	50.57'	N08°18'50"E 48.74'
C671	36°20'28"	54.00'	34.25'	N36°41'10"W 33.68'
C672	13°01'42"	20.00'	4.55'	N35°31'44"W 4.54'
C673	12°48'49"	20.00'	4.47'	N48°27'00"W 4.46'
C704	8°03'20"	20.00'	2.81'	N58°53'04"W 2.81'
C705	90°00'00"	30.00'	47.12'	N09°51'24"W 42.43'
C706	17°47'11"	20.00'	6.21'	N71°48'20"W 6.18'
C707	31°55'09"	28.00'	15.60'	S70°48'59"E 15.40'
C708	42°51'16"	10.00'	7.48'	N65°20'55"W 7.31'
C709	79°03'53"	24.00'	33.12'	N04°23'21"W 30.55'
C710	25°50'31"	28.00'	12.63'	N41°56'09"W 12.52'
C711	25°50'31"	12.00'	5.41'	S41°56'09"E 5.37'
C712	31°04'23"	62.00'	33.62'	N39°19'13"W 33.21'
C713	44°20'04"	60.00'	46.43'	N12°58'34"E 45.28'

LINE TABLE		
LINE	DIRECTION	LENGTH
L38	N11°05'29"W	29.56'
L39	N11°31'56"W	56.00'
L94	S35°21'15"E	17.22'
L95	S35°21'15"E	20.79'
L97	S11°05'12"E	18.82'
L98	S11°05'12"E	46.14'
L99	S11°05'12"E	17.00'
L100	S11°05'12"E	27.74'
L130	N78°54'31"E	56.45'
L131	S78°54'31"W	34.00'
L132	N29°30'13"E	23.87'
L147	N78°54'31"E	34.00'
L148	S78°54'31"W	28.53'
L149	S78°54'31"W	26.82'
L274	S56°05'29"E	21.96'
L717	S09°51'24"E	46.39'
L718	S35°08'36"W	3.00'
L719	S09°11'28"E	15.62'

DMB
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rickengineering.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35833
JASON A. SEGNERI
Date Signed 01/11/2024
ARIZONA U.S.A.
EXP 3/31/25

VERRADO™
BUCKEYE, ARIZONA
"VERRADO REGENT HILLS - PHASE 3A"
FINAL PLAT

PLZV # 1R PLZV-23-0006

REVISION	DATE

Date: 01/15/24
Project: 6068
File: 6068_PLAT
Scale: N.T.S.

SHEET
18 OF 26

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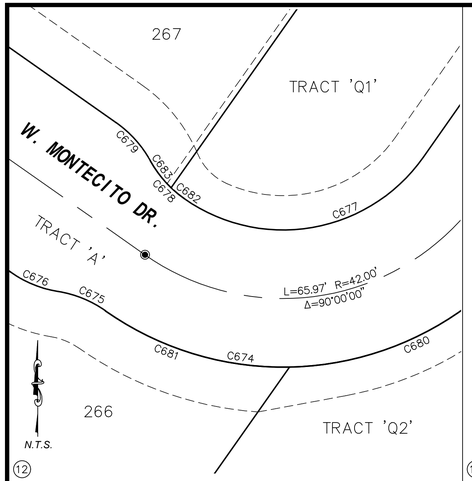

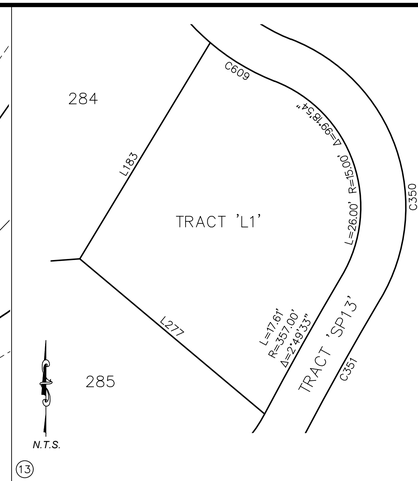

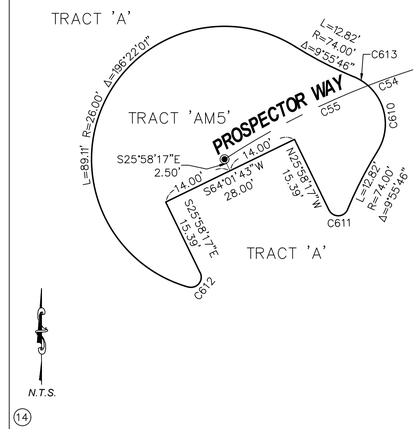

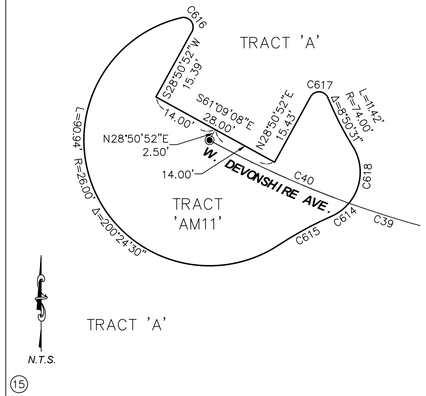

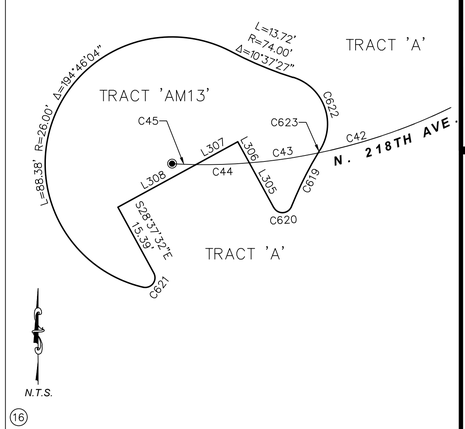

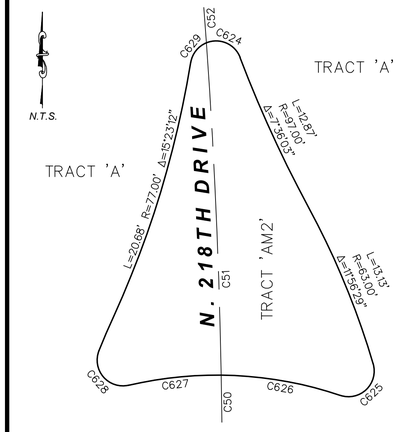

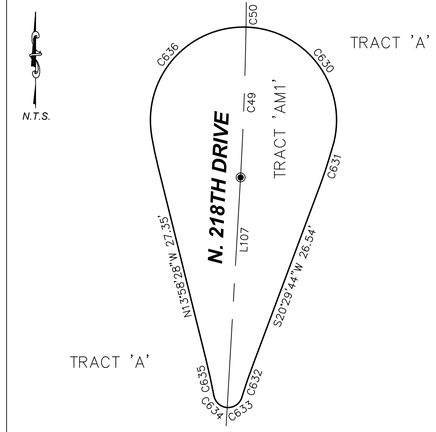

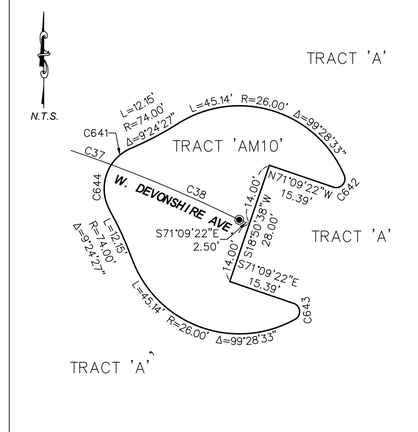

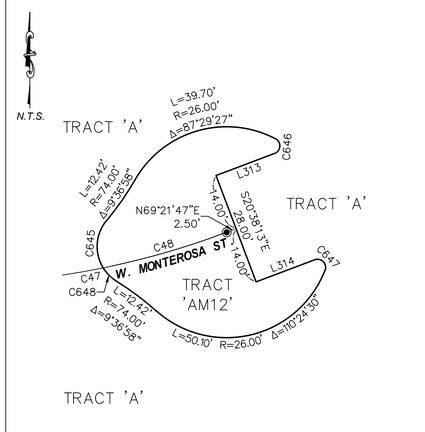

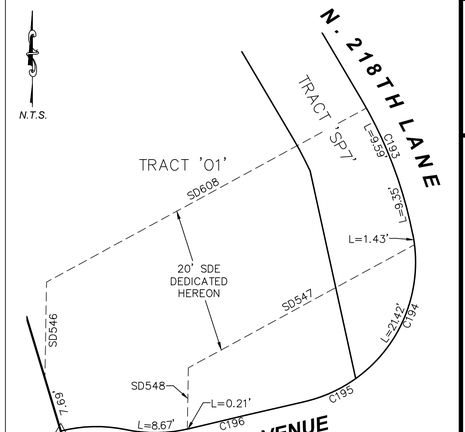

LINE TABLE		
LINE	DIRECTION	LENGTH
L37	N16°44'48"W	131.05'
L107	N03°17'57"E	32.21'
L128	S78°54'31"W	28.08'
L129	N06°53'13"E	26.47'
L183	S31°05'50"W	28.06'
L275	S30°31'44"E	21.08'
L277	S49°59'17"E	26.82'
L305	N28°37'32"W	10.47'
L306	N28°37'32"W	4.94'
L307	S61°22'28"W	9.79'
L308	S61°22'28"W	18.21'
L313	S69°21'47"W	15.39'
L314	N69°21'47"E	15.39'

STORM LINE TABLE		
LINE	DIRECTION	LENGTH
SD541	N86°24'40"E	33.99'
SD543	S78°54'31"W	35.31'
SD546	N00°59'03"E	13.46'
SD547	N61°26'05"E	35.97'
SD548	S00°55'31"W	8.56'
SD608	N61°26'05"E	50.87'

LEGEND

○	FOUND IRON PIPE
◉	SET BRASS CAP FLUSH MAG. STD. DET. 120 TYPE "B", UNLESS OTHERWISE NOTED
△	SUBDIVISION CORNER, SET 1/2" REBAR RLS #35833, UNLESS OTHERWISE NOTED
(1)	DETAIL NUMBER, SEE SHEETS 18–25
APN	ASSESSOR PARCEL NUMBER
D.H.	DEDICATED HEREON
GLO	GENERAL LAND OFFICE
M.C.R.	MARICOPA COUNTY RECORDS
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT OF WAY
SDE	STORM DRAIN EASEMENT
SE	SEWER EASEMENT
SVE	SIGHT VISIBILITY EASEMENT
VNAE	VEHICULAR NON–ACCESS EASEMENT
VTE	VISIBILITY TRIANGLE EASEMENT
WE	WATER EASEMENT
WSE	WATER & SEWER EASEMENT

SUBDIVISION BOUNDARY LINE

LOT OR TRACT LINE

SECTION LINE

CENTER LINE

EASEMENT LINE

ADJACENT BOUNDARY LINE

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C34	3°54'28"	1000.00'	68.20'	S56°48'38"E 68.19'
C35	1°49'16"	1000.00'	31.78'	S59°40'30"E 31.78'
C37	14°07'15"	300.00'	73.94'	S76°43'18"E 73.75'
C38	6°03'40"	300.00'	31.74'	S66°37'51"E 31.72'
C39	24°49'21"	200.00'	86.65'	N82°38'33"W 85.97'
C40	9°04'44"	200.00'	31.69'	N65°41'30"W 31.66'
C42	48°07'30"	115.00'	96.59'	S54°15'51"W 93.78'
C43	7°04'06"	115.00'	14.19'	S81°51'39"W 14.18'
C44	5°27'52"	115.00'	10.97'	S88°07'38"W 10.96'
C47	17°31'49"	200.00'	61.19'	N87°12'25"E 60.95'
C48	9°04'43"	200.00'	31.69'	N73°54'09"E 31.66'
C49	2°24'27"	500.00'	21.01'	N02°05'43"E 21.01'
C50	1°56'55"	500.00'	17.00'	N00°04'58"W 17.00'
C51	2°57'53"	500.00'	25.87'	N02°32'21"W 25.87'
C52	5°47'14"	500.00'	50.50'	N06°54'55"W 50.48'
C54	27°05'52"	152.00'	71.89'	S82°20'20"W 71.22'
C55	11°54'26"	152.00'	31.59'	S62°50'11"W 31.53'
C132	90°00'18"	20.00'	31.42'	N56°05'21"W 28.29'
C133	17°58'25"	60.00'	18.82'	S02°06'00"E 18.74'
C192	46°12'28"	80.00'	64.52'	S07°25'30"E 62.78'
C193	19°26'32"	60.00'	20.36'	S20°48'28"E 20.26'
C194	65°26'31"	20.00'	22.84'	S21°38'04"W 21.62'
C195	22°52'41"	20.00'	7.99'	S65°47'40"W 7.93'
C196	0°46'53"	1212.00'	16.53'	S76°50'34"W 16.53'
C197	25°26'01"	20.00'	8.88'	S89°10'07"W 8.81'
C350	99°18'54"	20.00'	34.67'	S19°03'51"E 30.49'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C351	2°49'33"	352.00'	17.36'	S29°10'50"W 17.36'
C548	46°12'28"	91.00'	73.39'	S07°25'30"E 71.42'
C605	51°52'35"	10.00'	9.05'	N53°20'36"E 8.75'
C606	131°48'37"	2.00'	4.60'	S53°30'33"W 3.65'
C607	131°48'37"	2.00'	4.60'	N05°19'10"E 3.65'
C608	43°21'33"	10.00'	7.57'	S05°43'32"W 7.39'
C609	19°13'09"	25.00'	8.39'	S59°06'43"E 8.35'
C610	80°50'42"	10.00'	14.11'	S08°16'29"E 12.97'
C611	131°48'37"	2.00'	4.60'	S88°07'24"W 3.65'
C612	131°48'37"	2.00'	4.60'	S39°56'02"W 3.65'
C613	19°01'35"	10.00'	3.32'	S58°12'37"E 3.31'
C614	26°25'48"	10.00'	4.61'	S53°01'54"W 4.57'
C615	9°37'03"	74.00'	12.42'	S61°26'16"W 12.41'
C616	131°48'37"	2.00'	4.60'	S37°03'27"E 3.65'
C617	128°31'08"	2.00'	4.49'	S86°53'34"E 3.60'
C618	71°17'30"	10.00'	12.44'	S04°10'14"W 11.66'
C619	9°28'55"	74.00'	12.25'	S26°24'05"W 12.23'
C620	129°42'50"	2.00'	4.53'	S86°31'03"W 3.62'
C621	131°48'37"	2.00'	4.60'	S37°16'47"W 3.65'
C622	104°27'33"	10.00'	18.23'	S20°26'31"E 15.81'
C623	0°38'43"	74.00'	0.83'	S31°27'54"W 0.83'
C624	90°59'46"	2.00'	3.18'	S66°16'50"E 2.85'
C625	125°06'12"	2.00'	4.37'	S46°06'35"W 3.55'
C626	18°00'08"	30.00'	9.43'	N80°20'24"W 9.39'
C627	13°51'09"	30.00'	7.25'	S83°43'58"W 7.24'
C628	125°06'12"	2.00'	4.37'	N40°38'30"W 3.55'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C629	59°03'18"	2.00'	2.06'	N38°41'39"E 1.97'
C630	103°30'10"	13.00'	23.48'	S36°37'11"E 20.42'
C631	5°21'50"	63.00'	5.90'	S17°48'49"W 5.90'
C632	3°03'20"	97.00'	5.17'	S18°58'04"W 5.17'
C633	75°51'32"	2.00'	2.65'	S55°22'11"W 2.46'
C634	75°51'32"	2.00'	2.65'	N48°46'17"W 2.46'
C635	3°07'56"	97.00'	5.30'	N12°24'29"W 5.30'
C636	101°17'35"	13.00'	22.98'	N40°58'57"E 20.10'
C641	33°36'33"	10.00'	5.87'	N50°09'38"E 5.78'
C642	131°48'37"	2.00'	4.60'	S42°56'20"W 3.65'
C643	131°48'37"	2.00'	4.60'	S05°15'03"E 3.65'
C644	62°38'00"	10.00'	10.93'	N02°02'22"E 10.40'
C645	71°16'32"	10.00'	12.44'	N04°02'25"E 11.65'
C646	131°48'37"	2.00'	4.60'	S03°27'29"W 3.65'
C647	131°48'37"	2.00'	4.60'	S44°43'54"E 3.65'
C648	26°26'13"	10.00'	4.61'	N44°48'57"W 4.57'
C674	90°00'00"	54.00'	84.82'	N80°08'36"E 76.37'
C675	25°50'31"	20.00'	9.02'	N67°46'40"W 8.94'
C676	25°50'31"	20.00'	9.02'	S67°46'40"E 8.94'
C677	90°00'00"	30.00'	47.12'	N80°08'36"E 42.43'
C678	25°50'31"	20.00'	9.02'	S41°56'09"E 8.94'
C679	25°50'31"	20.00'	9.02'	N41°56'09"W 8.94'
C680	53°39'32"	54.00'	50.57'	N61°58'22"E 48.74'
C681	36°20'28"	54.00'	34.25'	S73°01'38"E 33.68'
C682	8°37'37"	20.00'	3.01'	S50°32'36"E 3.01'
C683	17°12'54"	20.00'	6.01'	S37°37'20"E 5.99'

DMB
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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35833
JASON A. SEGNERI
Date Signed 01/11/2024
ARIZONA U.S.A.
EXP 3/31/25

VERRADO™
BUCKEYE, ARIZONA
"VERRADO REGENT HILLS - PHASE 3A"
FINAL PLAT

REVISION	DATE
1	
2	
3	
4	
5	
6	
7	

Date: 01/15/24
Project: 6068
File: 6068_PLAT
Scale: N.T.S.

SHEET
19 OF 26

PLZV # 1R PLZV-23-0006

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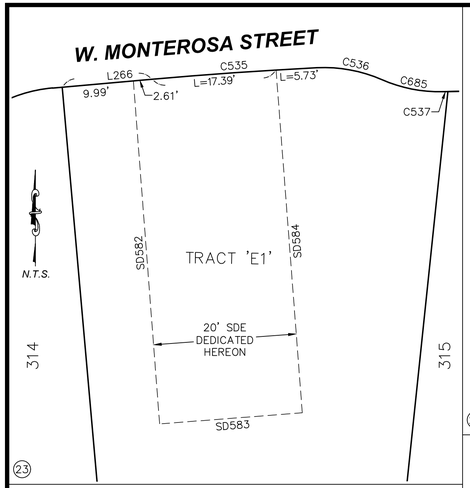

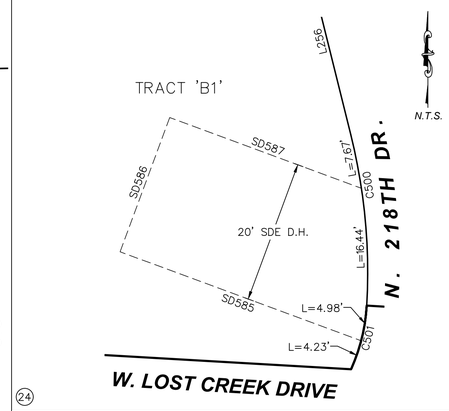

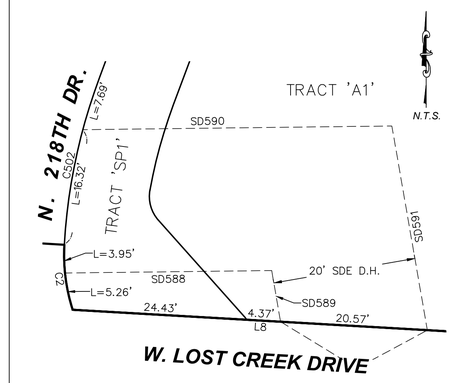

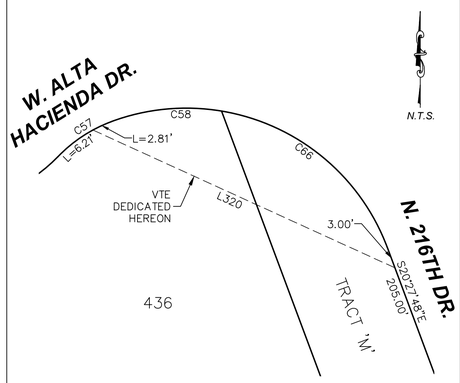

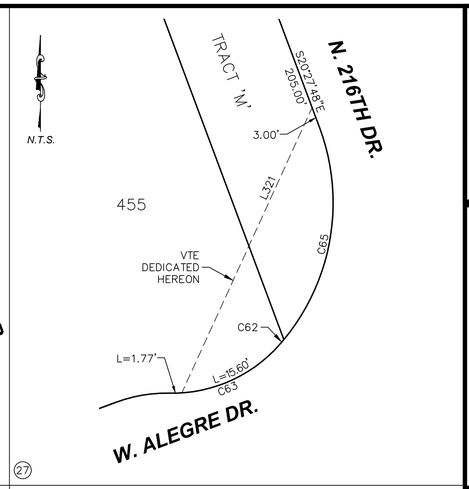

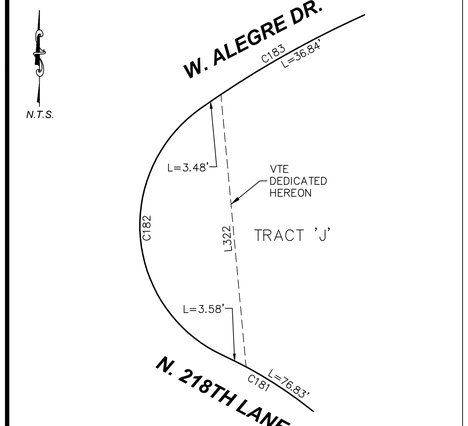

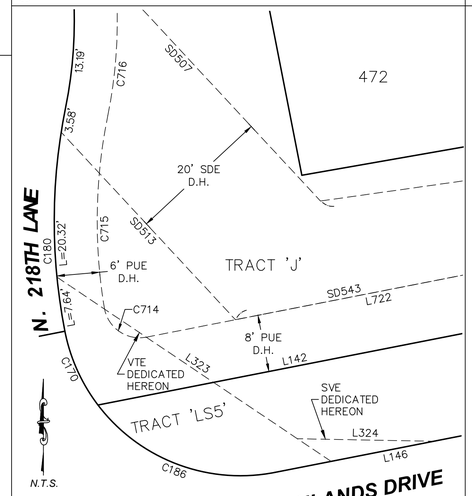

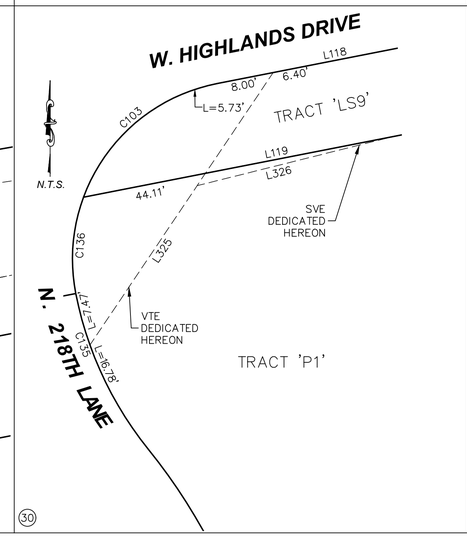

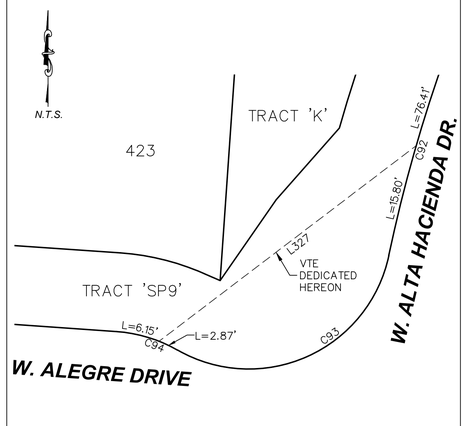

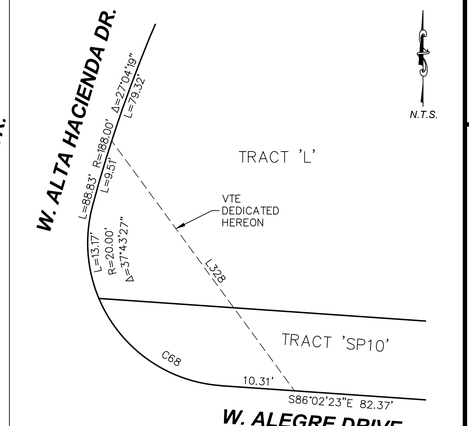

STORM LINE TABLE		
LINE	DIRECTION	LENGTH
SD506	S84°59'15"E	7.44'
SD507	S42°53'00"E	39.93'
SD508	N81°58'47"E	85.68'
SD513	N42°53'00"W	35.77'
SD539	N86°24'40"E	32.95'
SD540	S03°35'20"E	20.00'
SD543	S78°54'31"W	35.31'
SD582	N04°22'39"W	48.05'
SD583	S85°33'01"W	19.68'
SD584	S04°22'39"E	48.05'
SD585	N69°43'54"W	35.89'
SD586	N20°16'06"E	20.00'
SD587	S69°43'54"E	28.55'
SD588	S89°19'08"W	28.88'
SD589	N09°51'05"W	7.26'
SD590	N89°19'08"E	43.17'
SD591	S09°51'05"E	28.96'

LINE TABLE		
LINE	DIRECTION	LENGTH
L8	N86°42'03"W	397.76'
L118	N78°54'31"E	34.00'
L119	N78°54'31"E	55.36'
L142	N78°54'31"E	56.45'
L146	S78°54'31"W	34.00'
L266	N84°56'47"E	12.60'
L320	S65°27'48"E	46.39'
L321	S24°32'12"W	43.82'
L322	N05°16'40"W	38.23'
L323	N56°05'21"W	46.15'
L325	S33°54'39"W	45.88'
L326	S75°56'07"W	115.28'
L327	S52°44'54"W	45.13'
L328	S36°10'08"E	43.28'
L722	N78°54'31"E	47.97'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C2	21°06'01"	25.00'	9.21'	N07°15'04"W 9.15'
C57	25°50'31"	20.00'	9.02'	N56°36'57"E 8.94'
C58	29°55'35"	30.00'	15.67'	N84°30'00"E 15.49'
C62	1°47'30"	30.00'	0.94'	S40°30'22"W 0.94'
C63	49°46'18"	20.00'	17.37'	S66°17'16"W 16.83'
C65	60°04'25"	30.00'	31.45'	N09°34'25"E 30.03'
C66	60°04'25"	30.00'	31.45'	N50°30'00"W 30.03'
C68	63°15'23"	20.00'	22.08'	N54°24'42"W 20.98'
C92	24°55'17"	212.00'	92.21'	S24°20'57"W 91.49'
C93	107°54'50"	20.00'	37.67'	N65°50'43"E 32.34'
C94	25°50'31"	20.00'	9.02'	N73°07'07"W 8.94'
C103	58°40'04"	25.00'	25.60'	S49°34'29"W 24.49'
C135	27°47'45"	50.00'	24.26'	N24°59'04"W 24.02'
C136	31°19'39"	25.00'	13.67'	N04°34'37"E 13.50'
C170	26°06'31"	25.00'	11.39'	S24°08'28"E 11.29'
C180	22°35'40"	80.00'	31.55'	N00°12'38"E 31.34'
C181	76°47'06"	60.00'	80.41'	N26°53'05"W 74.53'
C182	120°01'52"	20.00'	41.90'	N05°15'42"W 34.65'
C183	16°44'20"	138.00'	40.32'	N63°07'23"E 40.17'
C186	63°53'46"	25.00'	27.88'	N69°08'36"W 26.46'
C500	17°16'24"	80.00'	24.12'	N05°20'15"W 24.03'
C501	21°06'01"	25.00'	9.21'	S13°50'57"W 9.15'
C502	17°11'48"	80.00'	24.01'	N11°53'50"E 23.92'
C535	2°06'35"	628.00'	23.12'	N86°00'05"E 23.12'
C536	26°39'06"	20.00'	9.30'	S79°37'05"E 9.22'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C537	0°03'58"	624.00'	0.72'	N88°41'09"E 0.72'
C685	25°03'19"	20.00'	8.75'	S78°49'11"E 8.68'
C714	91°39'53"	5.00'	8.00'	S55°15'33"E 7.17'
C715	20°56'04"	74.00'	27.04'	S01°02'26"W 26.89'
C716	77°37'07"	66.00'	89.41'	N27°18'06"W 82.73'

LEGEND

⊙	FOUND IRON PIPE
◉	SET BRASS CAP FLUSH MAG. STD. DET. 120 TYPE "B", UNLESS OTHERWISE NOTED
△	SUBDIVISION CORNER, SET 1/2" REBAR RLS #35833, UNLESS OTHERWISE NOTED
(1)	DETAIL NUMBER, SEE SHEETS 18–25
APN	ASSESSOR PARCEL NUMBER
D.H.	DEDICATED HEREON
GLO	GENERAL LAND OFFICE
M.C.R.	MARICOPA COUNTY RECORDS
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT OF WAY
SDE	STORM DRAIN EASEMENT
SE	SEWER EASEMENT
SVE	SIGHT VISIBILITY EASEMENT
VNAE	VEHICULAR NON–ACCESS EASEMENT
VTE	VISIBILITY TRIANGLE EASEMENT
WE	WATER EASEMENT
WSE	WATER & SEWER EASEMENT

SUBDIVISION BOUNDARY LINE
LOT OR TRACT LINE
SECTION LINE
CENTER LINE
EASEMENT LINE
ADJACENT BOUNDARY LINE

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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35833
JASON A. SEGNERI
Date Signed 01/11/2024
ARIZONA U.S.A.
EXP 3/31/25

VERRADO™
BUCKEYE, ARIZONA
"VERRADO REGENT HILLS - PHASE 3A"
FINAL PLAT

REVISION	DATE
A	

Date: 01/15/24
Project: 6068
File: 6068_PLAT
Scale: N.T.S.

SHEET
20 OF 26

PLZV # 1R PLZV-23-0006

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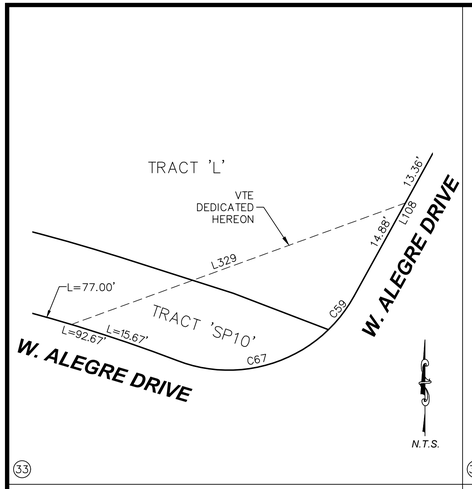

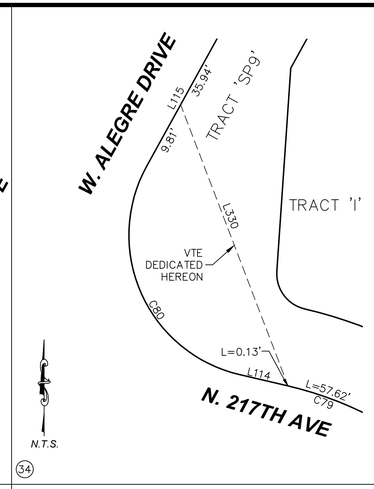

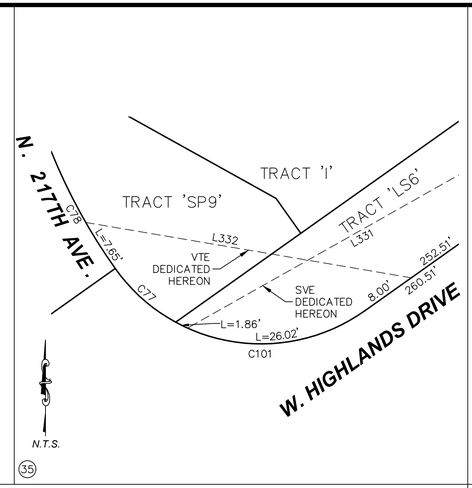

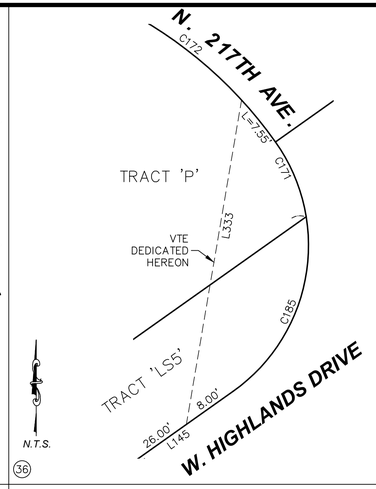

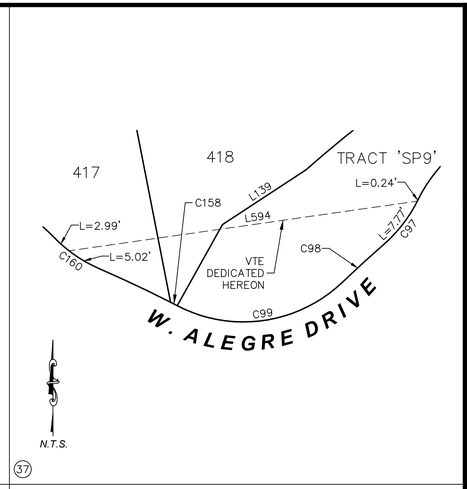

LINE TABLE		
LINE	DIRECTION	LENGTH
L39	N11°31'56"W	56.00'
L108	S28°52'48"W	28.24'
L114	N76°55'43"W	6.80'
L115	N28°52'48"E	45.75'
L128	S78°54'31"W	28.08'
L131	S78°54'31"W	34.00'
L139	S56°46'37"W	13.93'
L145	S54°38'45"W	34.00'
L147	N78°54'31"E	34.00'
L148	S78°54'31"W	28.53'
L149	S78°54'31"W	26.82'
L274	S56°05'29"E	21.96'
L276	S12°23'58"E	29.70'
L329	S70°00'09"W	49.67'
L330	S20°53'39"E	42.06'
L331	N60°33'39"E	119.99'
L332	S80°21'15"E	46.15'
L333	S09°38'45"W	46.00'
L335	N33°54'39"E	46.15'
L336	N66°47'30"E	34.99'
L337	S56°05'21"E	46.00'
L338	N82°16'16"E	46.09'
L339	N56°05'21"W	45.00'
L340	N33°01'33"E	45.40'
L594	N81°52'51"E	49.14'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C59	16°58'23"	20.00'	5.92'	S37°21'59"W 5.90'
C67	65°05'56"	20.00'	22.72'	S78°24'09"W 21.52'
C77	26°06'14"	25.00'	11.39'	N48°24'22"W 11.29'
C78	28°19'03"	80.00'	39.54'	N21°11'44"W 39.14'
C79	69°53'31"	50.00'	60.99'	N41°58'58"W 57.28'
C80	105°48'31"	20.00'	36.93'	N24°01'28"W 31.91'
C97	22°56'42"	20.00'	8.01'	N37°30'11"E 7.96'
C98	2°44'28"	162.00'	7.75'	S47°36'18"W 7.75'
C99	71°17'34"	20.00'	24.89'	S81°52'51"W 23.31'
C101	63°53'46"	25.00'	27.88'	N86°35'38"E 26.46'
C132	90°00'18"	20.00'	31.42'	N56°05'21"W 28.29'
C133	17°58'25"	60.00'	18.82'	S02°06'00"E 18.74'
C138	63°53'46"	25.00'	27.88'	S46°57'38"W 26.46'
C139	0°26'27"	1014.00'	7.80'	S78°41'17"W 7.80'
C158	0°22'16"	162.00'	1.05'	N62°39'30"W 1.05'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C160	22°56'42"	20.00'	8.01'	S55°13'52"E 7.96'
C169	33°12'45"	80.00'	46.37'	N27°41'52"W 45.73'
C171	26°06'14"	25.00'	11.39'	S22°18'08"E 11.29'
C172	34°22'50"	60.00'	36.00'	S52°32'40"E 35.47'
C185	63°53'46"	25.00'	27.88'	S22°41'52"W 26.46'
C187	0°26'27"	986.00'	7.58'	N78°41'17"E 7.58'
C188	58°40'04"	25.00'	25.60'	S71°45'28"E 24.49'
C189	0°26'27"	974.00'	7.49'	S78°41'17"W 7.49'
C190	31°19'16"	25.00'	13.67'	S26°45'47"E 13.50'
C191	26°46'20"	60.00'	28.04'	S02°17'34"W 27.78'
C193	19°26'32"	60.00'	20.36'	S20°48'28"E 20.26'
C194	65°26'31"	20.00'	22.84'	S21°38'04"W 21.62'
C196	0°46'53"	1212.00'	16.53'	S76°50'34"W 16.53'
C549	5°52'16"	49.00'	5.02'	S27°35'36"E 5.02'

LEGEND

◎	FOUND IRON PIPE
◉	SET BRASS CAP FLUSH MAG. STD. DET. 120 TYPE "B", UNLESS OTHERWISE NOTED
△	SUBDIVISION CORNER, SET 1/2" REBAR RLS #35833, UNLESS OTHERWISE NOTED
(1)	DETAIL NUMBER, SEE SHEETS 18–25
APN	ASSESSOR PARCEL NUMBER
D.H.	DEDICATED HEREON
GLO	GENERAL LAND OFFICE
M.C.R.	MARICOPA COUNTY RECORDS
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT OF WAY
SDE	STORM DRAIN EASEMENT
SE	SEWER EASEMENT
SVE	SIGHT VISIBILITY EASEMENT
VNAE	VEHICULAR NON–ACCESS EASEMENT
VTE	VISIBILITY TRIANGLE EASEMENT
WE	WATER EASEMENT
WSE	WATER & SEWER EASEMENT

SUBDIVISION BOUNDARY LINE
LOT OR TRACT LINE
SECTION LINE
CENTER LINE
EASEMENT LINE
ADJACENT BOUNDARY LINE

DMB
RICK ENGINEERING COMPANY
2401 W. PEORIA AVENUE, SUITE 130
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602-957-3350
rickengineeringcompany.com
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35833
JASON A. SEGNERI
Date Signed 01/11/2024
ARIZONA U.S.A.
EXP 3/31/25

VERRADO™
BUCKEYE, ARIZONA
"VERRADO REGENT HILLS - PHASE 3A"
FINAL PLAT

REVISION	DATE
A	
A	
A	
A	
A	
A	
A	

Date: 01/15/24
Project: 6068
File: 6068_PLAT
Scale: N.T.S.

SHEET
21 OF 26

PLZV # 1R PLZV-23-0006

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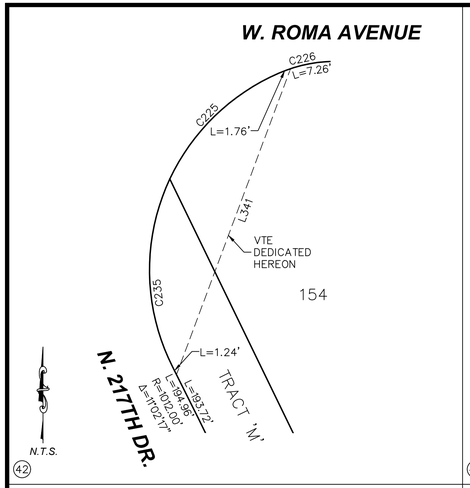

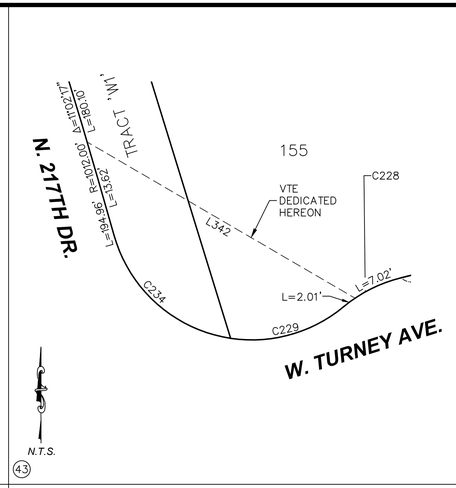

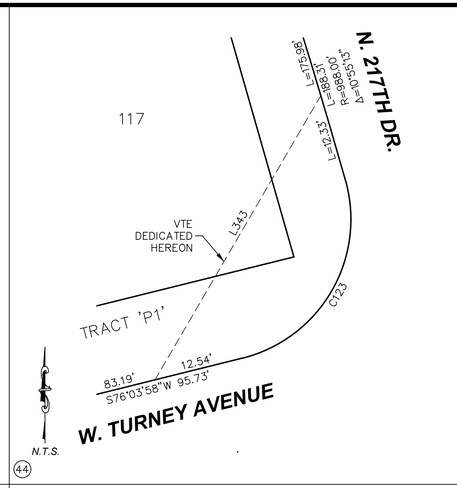

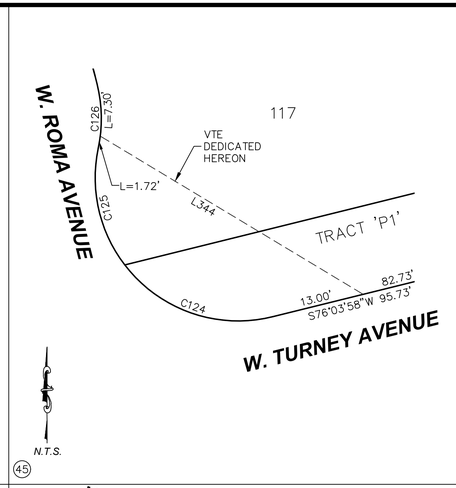

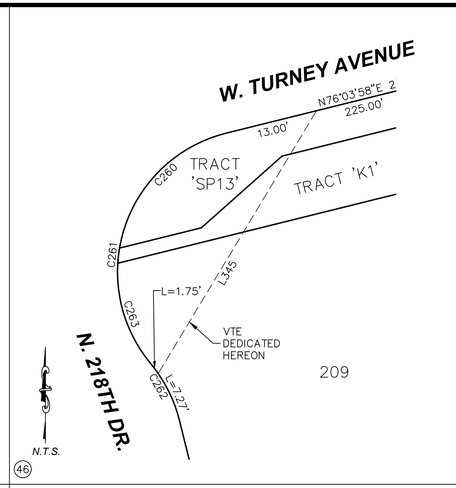

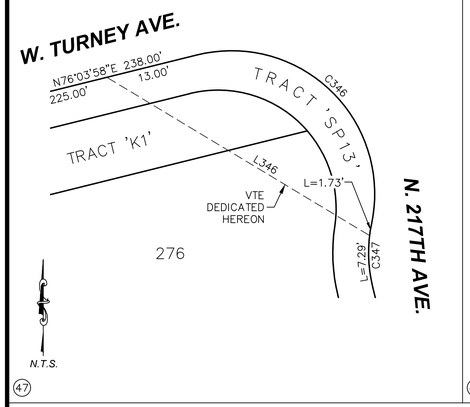

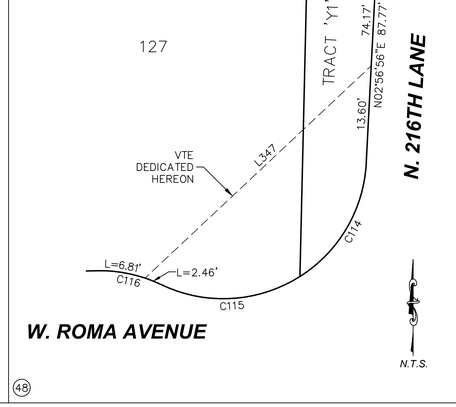

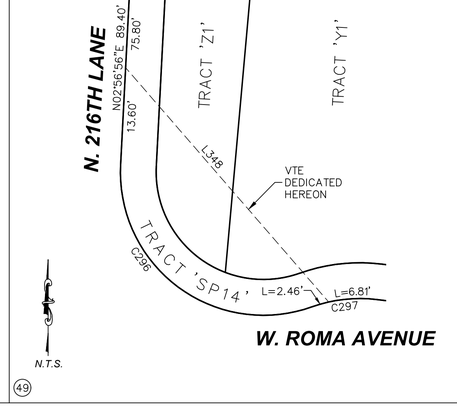

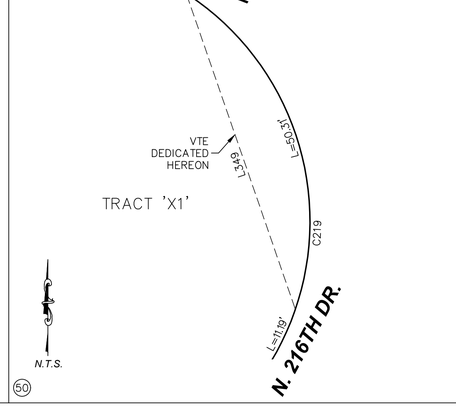

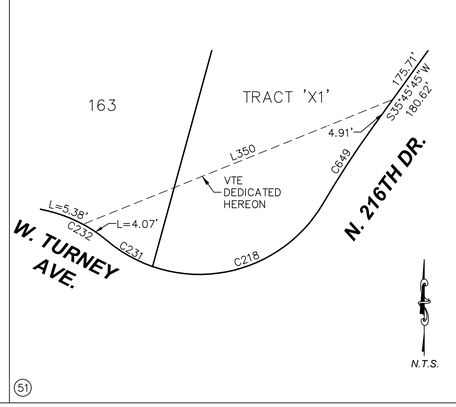

LINE TABLE		
LINE	DIRECTION	LENGTH
L341	S20°25'55"W	45.63'
L342	N59°44'31"W	43.33'
L343	N30°14'28"E	45.99'
L344	N58°57'22"W	42.86'
L345	S31°02'39"W	42.87'
L346	S58°56'13"E	42.87'
L347	S46°47'59"W	43.34'
L348	S40°54'07"E	43.34'
L349	S19°02'28"E	46.72'
L350	S68°03'26"W	46.61'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C114	54°39'54"	20.00'	19.08'	S30°16'53"W 18.37'
C115	57°58'49"	20.00'	20.24'	S86°36'15"W 19.39'
C116	26°33'02"	20.00'	9.27'	N77°40'51"W 9.19'
C123	91°53'40"	20.00'	32.08'	S30°07'08"W 28.75'
C124	66°25'19"	20.00'	23.19'	N70°43'23"W 21.91'
C125	49°25'12"	20.00'	17.25'	N12°48'08"W 16.72'
C126	25°50'31"	20.00'	9.02'	N01°00'47"W 8.94'
C218	78°47'18"	20.00'	27.50'	N69°42'04"E 25.39'
C219	108°32'44"	38.00'	71.99'	N18°30'37"W 61.70'
C225	41°25'02"	30.00'	21.69'	N45°49'20"E 21.22'
C226	25°50'31"	20.00'	9.02'	N79°27'07"E 8.94'
C228	25°50'31"	20.00'	9.02'	S63°08'42"W 8.94'
C229	48°20'09"	20.00'	16.87'	S74°23'31"W 16.38'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C231	21°02'47"	20.00'	7.35'	N60°22'54"W 7.31'
C232	27°04'33"	20.00'	9.45'	N63°23'47"W 9.36'
C234	65°43'46"	20.00'	22.94'	S48°34'32"E 21.71'
C235	51°51'45"	30.00'	27.16'	S00°49'03"E 26.24'
C260	66°25'19"	20.00'	23.19'	S42°51'18"W 21.91'
C261	6°07'14"	20.00'	2.14'	N06°35'02"E 2.14'
C262	25°50'31"	20.00'	9.02'	N26°51'18"W 8.94'
C263	43°17'58"	20.00'	15.11'	N18°07'34"W 14.76'
C296	112°38'43"	20.00'	39.32'	S53°22'25"E 33.29'
C297	26°33'02"	20.00'	9.27'	N83°34'44"E 9.19'
C346	115°50'31"	20.00'	40.44'	S46°00'47"E 33.89'
C347	25°50'31"	20.00'	9.02'	S01°00'47"E 8.94'
C649	5°27'20"	132.00'	12.57'	S33°02'05"W 12.56'

LEGEND

◎	FOUND IRON PIPE
◉	SET BRASS CAP FLUSH MAG. STD. DET. 120 TYPE "B", UNLESS OTHERWISE NOTED
△	SUBDIVISION CORNER, SET 1/2" REBAR RLS #35833, UNLESS OTHERWISE NOTED
(1)	DETAIL NUMBER, SEE SHEETS 18–25
APN	ASSESSOR PARCEL NUMBER
D.H.	DEDICATED HEREON
GLO	GENERAL LAND OFFICE
M.C.R.	MARICOPA COUNTY RECORDS
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT OF WAY
SDE	STORM DRAIN EASEMENT
SE	SEWER EASEMENT
SVE	SIGHT VISIBILITY EASEMENT
VNAE	VEHICULAR NON–ACCESS EASEMENT
VTE	VISIBILITY TRIANGLE EASEMENT
WE	WATER EASEMENT
WSE	WATER & SEWER EASEMENT

SUBDIVISION BOUNDARY LINE
LOT OR TRACT LINE
SECTION LINE
CENTER LINE
EASEMENT LINE
ADJACENT BOUNDARY LINE

DMB
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602-957-3350
rickengineeringcom
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35833
JASON A. SEGNERI
Date Signed 01/11/2024
ARIZONA U.S.A.
EXP 3/31/25

VERRADO™
BUCKEYE, ARIZONA
"VERRADO REGENT HILLS - PHASE 3A"
FINAL PLAT

PLZV # 1R PLZV-23-0006

DATE	REVISION

Date: 01/15/24
Project: 6068
File: 6068_PLAT
Scale: N.T.S.

SHEET
22 OF 26

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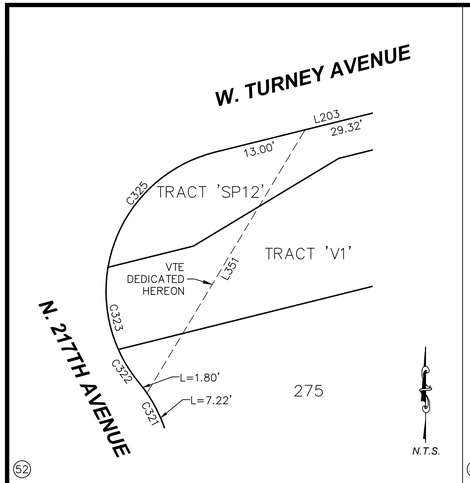

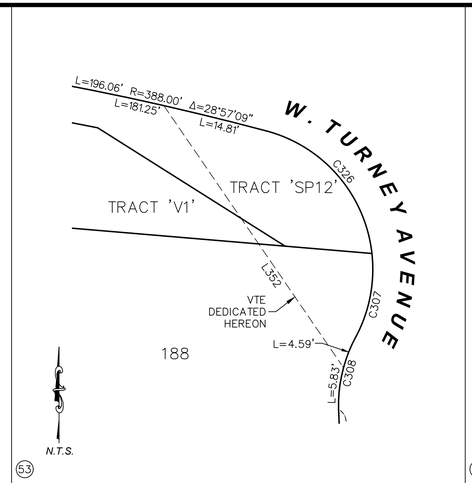

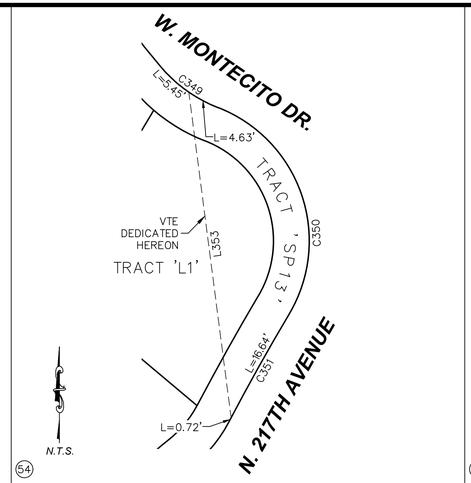

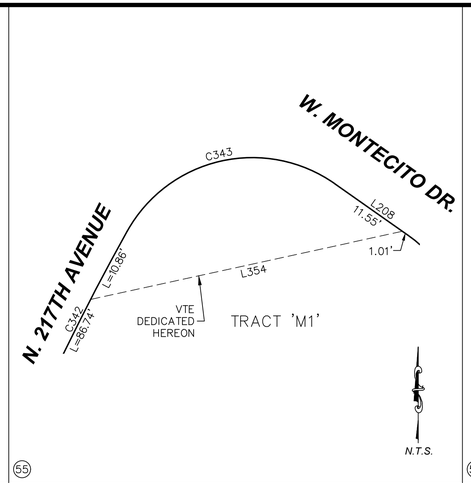

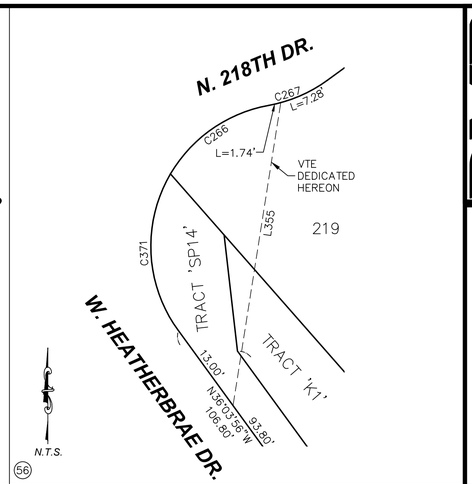

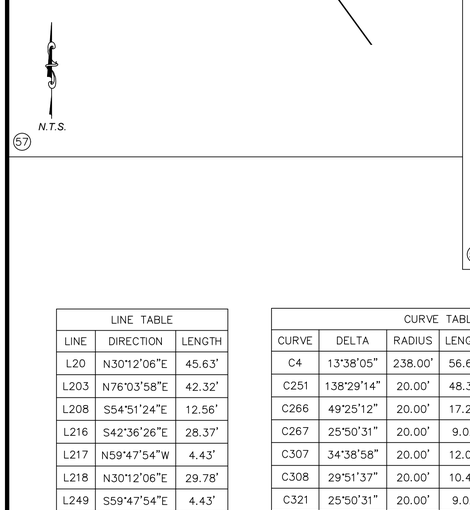

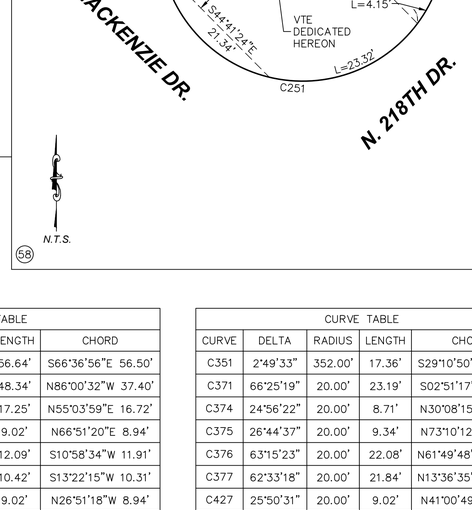

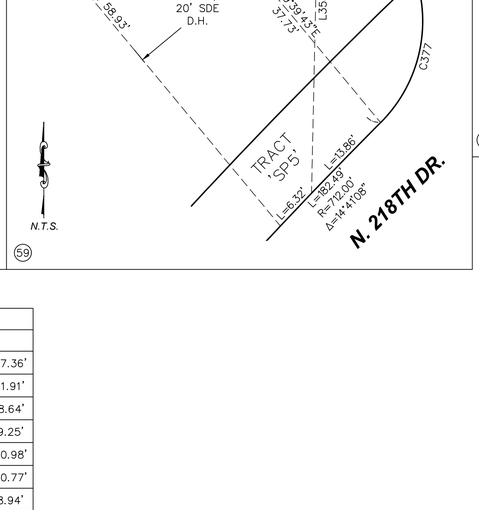

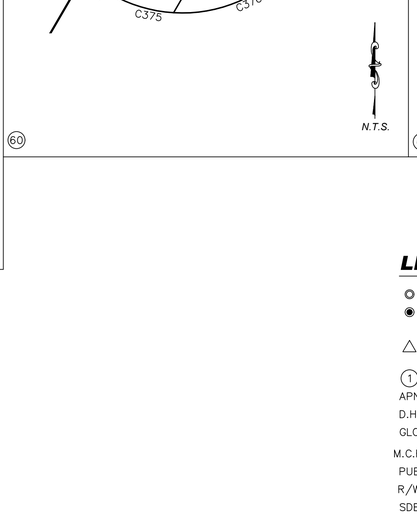

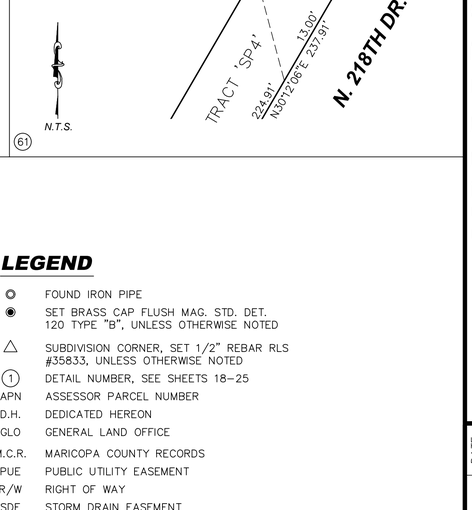

LINE TABLE		
LINE	DIRECTION	LENGTH
L20	N30°12'06"E	45.63'
L203	N76°03'58"E	42.32'
L208	S54°51'24"E	12.56'
L216	S42°36'26"E	28.37'
L217	N59°47'54"W	4.43'
L218	N30°12'06"E	29.78'
L249	S59°47'54"E	4.43'
L351	S30°59'06"W	42.89'
L352	N34°26'05"W	44.40'
L353	S07°24'02"E	45.88'
L354	S77°40'01"W	44.59'
L355	N08°56'35"E	42.87'
L356	N81°02'35"W	42.86'
L357	S86°27'29"E	39.27'
L358	S01°14'37"W	47.59'
L359	N75°10'20"E	34.57'
L360	N14°58'16"W	46.59'
L716	S42°36'26"E	10.67'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C4	13°38'05"	238.00'	56.64'	S66°36'56"E 56.50'
C251	138°29'14"	20.00'	48.34'	N86°00'32"W 37.40'
C266	49°25'12"	20.00'	17.25'	N55°03'59"E 16.72'
C267	25°50'31"	20.00'	9.02'	N66°51'20"E 8.94'
C307	34°38'58"	20.00'	12.09'	S10°58'34"W 11.91'
C308	29°51'37"	20.00'	10.42'	S13°22'15"W 10.31'
C321	25°50'31"	20.00'	9.02'	N26°51'18"W 8.94'
C322	15°46'50"	20.00'	5.51'	N31°53'08"W 5.49'
C323	33°38'23"	20.00'	11.74'	N07°10'32"W 11.57'
C325	66°25'19"	20.00'	23.19'	N42°51'18"E 21.91'
C326	68°37'58"	20.00'	23.96'	S40°39'54"E 22.55'
C342	17°02'58"	328.00'	97.60'	N20°39'18"E 97.24'
C343	95°57'49"	20.00'	33.50'	N77°09'41"E 29.72'
C349	28°52'45"	20.00'	10.08'	S54°16'56"E 9.97'
C350	99°18'54"	20.00'	34.67'	S19°03'51"E 30.49'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C351	2°49'33"	352.00'	17.36'	S29°10'50"W 17.36'
C371	66°25'19"	20.00'	23.19'	S02°51'17"E 21.91'
C374	24°56'22"	20.00'	8.71'	N30°08'15"W 8.64'
C375	26°44'37"	20.00'	9.34'	N73°10'12"W 9.25'
C376	63°15'23"	20.00'	22.08'	N61°49'48"E 20.98'
C377	62°33'18"	20.00'	21.84'	N13°36'35"E 20.77'
C427	25°50'31"	20.00'	9.02'	N41°00'49"E 8.94'
C428	43°17'58"	20.00'	15.11'	N49°44'32"E 14.76'
C429	72°32'33"	20.00'	25.32'	S72°20'12"E 23.66'
C467	26°44'37"	20.00'	9.34'	S46°25'35"E 9.25'
C468	63°15'23"	20.00'	22.08'	S01°25'35"E 20.98'
C657	25°50'31"	20.00'	9.02'	N29°41'10"W 8.94'
C658	26°33'02"	20.00'	9.27'	N38°01'22"E 9.19'
C703	3°52'43"	138.00'	9.34'	N44°32'47"W 9.34'

STORM CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
SDC720	3°13'32"	166.00'	9.35'	N44°13'12"W 9.34'

LEGEND

○	FOUND IRON PIPE
◉	SET BRASS CAP FLUSH MAG. STD. DET. 120 TYPE "B", UNLESS OTHERWISE NOTED
△	SUBDIVISION CORNER, SET 1/2" REBAR RLS #35833, UNLESS OTHERWISE NOTED
(1)	DETAIL NUMBER, SEE SHEETS 18–25
APN	ASSESSOR PARCEL NUMBER
D.H.	DEDICATED HEREON
GLO	GENERAL LAND OFFICE
M.C.R.	MARICOPA COUNTY RECORDS
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT OF WAY
SDE	STORM DRAIN EASEMENT
SE	SEWER EASEMENT
SVE	SIGHT VISIBILITY EASEMENT
VNAE	VEHICULAR NON–ACCESS EASEMENT
VTE	VISIBILITY TRIANGLE EASEMENT
WE	WATER EASEMENT
WSE	WATER & SEWER EASEMENT

SUBDIVISION BOUNDARY LINE
LOT OR TRACT LINE
SECTION LINE
CENTER LINE
EASEMENT LINE
ADJACENT BOUNDARY LINE

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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35833
JASON A. SEGNERI
Date Signed 01/11/2024
ARIZONA U.S.A.
EXP 3/31/25

VERRADO™
BUCKEYE, ARIZONA
"VERRADO REGENT HILLS - PHASE 3A"
FINAL PLAT

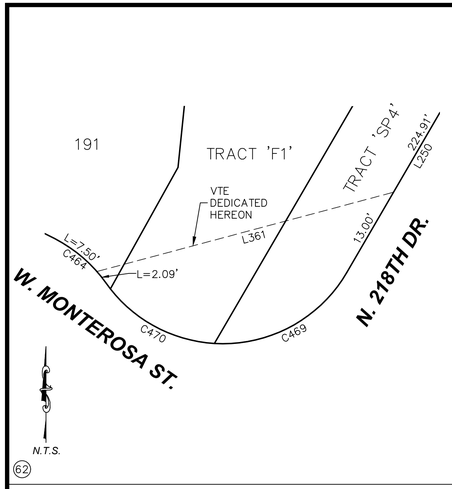
PLZV # 1R PLZV-23-0006

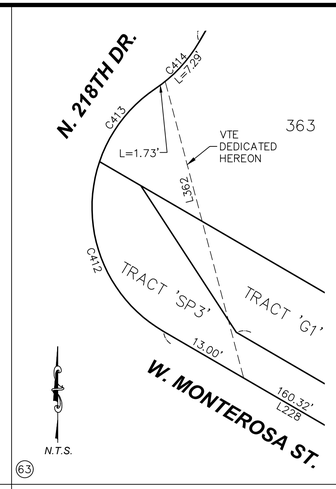
REVISION	DATE
A	
A	
A	
A	
A	
A	

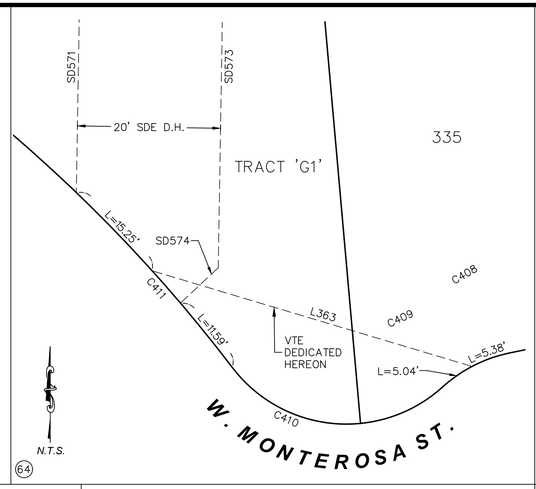
Date: 01/15/24
Project: 6068
File: 6068_PLAT
Scale: N.T.S.

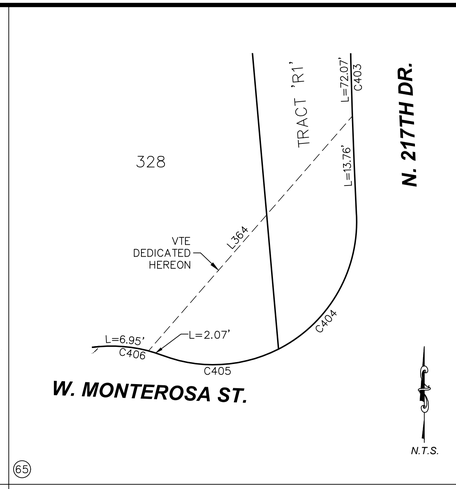
SHEET
23 OF 26

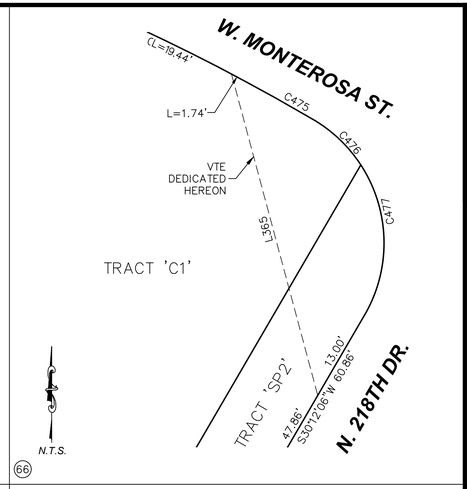
C:\RICK\Projects\P0500\6068_Verrado_RegentHills\Survey\Drawings\PLAT – PHASE 3A\6068_PLAT_PHASE 3A.dwg – plotted by: pengle ON 2024-01-16 @ 08:31 – ctb:sig bw.ctb – © 2024 Rick Engineering Company











DRAINAGE LINE TABLE		
LINE	DIRECTION	LENGTH
SD571	N00°57'00"E	54.43'
SD575	S65°03'25"W	30.08'

LINE TABLE		
LINE	DIRECTION	LENGTH
L228	N59°47'54"W	173.32'
L250	S30°12'06"W	237.91'
L361	S75°01'16"W	42.90'
L362	N14°48'30"W	42.86'
L363	N73°21'26"W	46.64'
L364	N40°57'14"E	43.44'
L365	N15°01'03"W	46.51'
L366	S75°12'34"W	42.86'
L367	N03°48'54"E	43.39'
L368	N33°30'39"E	42.77'
L369	N49°16'23"W	41.91'
L370	S38°33'42"W	42.07'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C403	6°03'23"	812.00'	85.83'	S00°10'44"W 85.79'
C404	65°47'21"	20.00'	22.96'	S30°02'43"W 21.72'
C405	47°50'55"	20.00'	16.70'	S86°51'51"W 16.22'
C406	25°50'31"	20.00'	9.02'	N82°07'57"W 8.94'
C408	29°51'37"	20.00'	10.42'	S62°44'40"W 10.31'
C409	36°31'04"	20.00'	12.75'	S66°04'24"W 12.53'
C410	58°23'55"	20.00'	20.38'	N66°28'07"W 19.51'
C411	22°31'45"	212.00'	83.36'	N48°32'01"W 82.82'
C412	78°27'47"	20.00'	27.39'	N20°34'00"W 25.30'
C413	37°22'44"	20.00'	13.05'	N37°21'15"E 12.82'
C414	25°50'31"	20.00'	9.02'	N43°07'22"E 8.94'
C435	17°11'28"	20.00'	6.00'	S77°48'26"E 5.98'
C436	25°50'31"	20.00'	9.02'	S82°07'57"E 8.94'
C447	7°25'44"	588.00'	76.24'	N11°59'51"W 76.19'
C448	101°52'49"	20.00'	35.56'	N42°39'25"E 31.06'
C464	2°48'36"	20.00'	0.98'	N36°41'52"W 0.98'
C469	63°15'23"	20.00'	22.08'	S61°49'48"W 20.98'
C470	48°26'20"	20.00'	16.91'	N62°19'21"W 16.41'
C474	4°13'41"	288.00'	21.25'	S63°47'42"E 21.25'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C475	1°52'57"	288.00'	9.46'	S60°44'22"E 9.46'
C476	26°44'37"	20.00'	9.34'	S46°25'35"E 9.25'
C477	63°15'23"	20.00'	22.08'	S01°25'35"E 20.98'
C496	13°54'06"	20.00'	4.85'	N71°13'45"E 4.84'
C497	109°31'17"	20.00'	38.23'	S60°57'39"E 32.67'
C498	30°45'13"	60.00'	32.21'	S09°10'35"W 31.82'
C504	21°47'58"	80.00'	30.44'	N17°29'01"W 30.25'
C505	58°08'53"	20.00'	20.30'	N22°29'24"E 19.44'
C506	27°01'15"	20.00'	9.43'	N65°04'28"E 9.34'
C507	19°01'43"	20.00'	6.64'	S88°05'57"W 6.61'
C508	27°48'12"	20.00'	9.71'	N83°42'43"E 9.61'
C510	25°50'31"	20.00'	9.02'	N17°16'51"E 8.94'
C511	16°20'41"	20.00'	5.71'	N12°31'56"E 5.69'
C512	99°29'50"	20.00'	34.73'	N70°27'11"E 30.53'
C513	20°32'32"	188.00'	67.40'	S49°31'37"E 67.04'
C514	43°43'40"	20.00'	15.26'	S17°23'31"E 14.90'
C515	63°33'31"	20.00'	22.19'	S36°15'04"W 21.07'
C516	29°51'37"	20.00'	10.42'	S53°06'01"W 10.31'

LEGEND

◎	FOUND IRON PIPE
◉	SET BRASS CAP FLUSH MAG. STD. DET. 120 TYPE "B", UNLESS OTHERWISE NOTED
△	SUBDIVISION CORNER, SET 1/2" REBAR RLS #35833, UNLESS OTHERWISE NOTED
(1)	DETAIL NUMBER, SEE SHEETS 18–25
APN	ASSESSOR PARCEL NUMBER
D.H.	DEDICATED HEREON
GLO	GENERAL LAND OFFICE
M.C.R.	MARICOPA COUNTY RECORDS
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT OF WAY
SDE	STORM DRAIN EASEMENT
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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35833
JASON A. SEGNERI
Date Signed 01/11/2024
ARIZONA U.S.A.
EXP 3/31/25

VERRADO™
BUCKEYE, ARIZONA
"VERRADO REGENT HILLS - PHASE 3A"
FINAL PLAT

DATE
REVISION
1 2 3 4 5 6 7 8

Date: 01/15/24
Project: 6068
File: 6068_PLAT
Scale: N.T.S.

SHEET
24 OF 26

PLZV # 1R PLZV-23-0006

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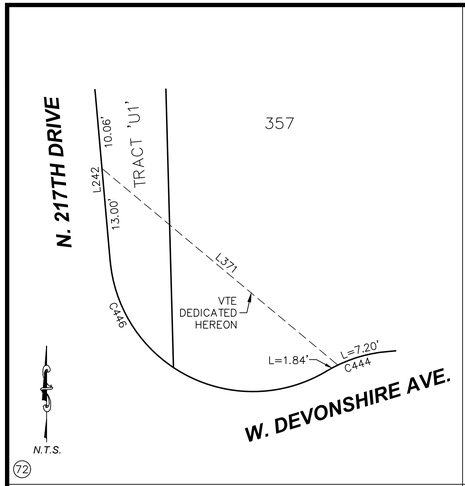

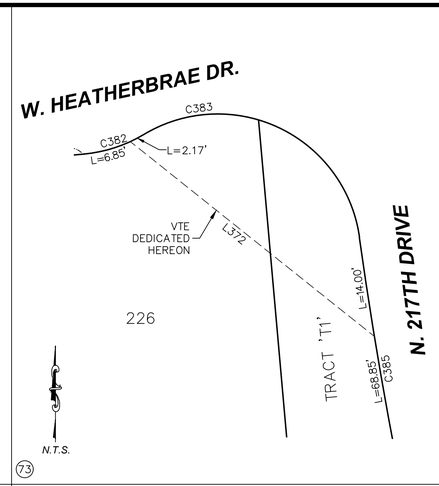

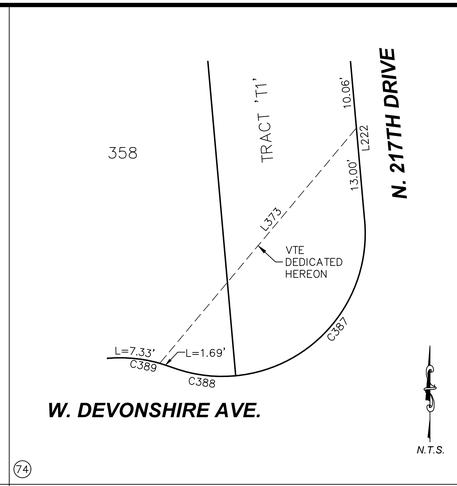

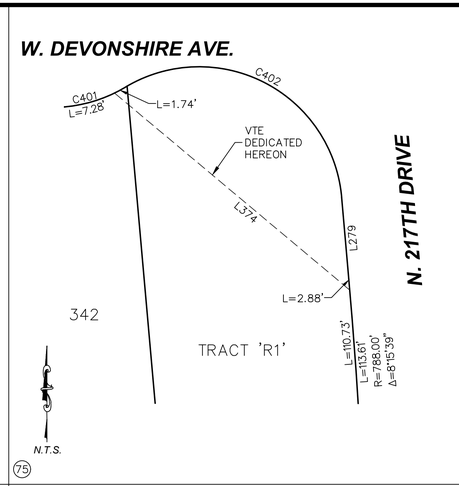

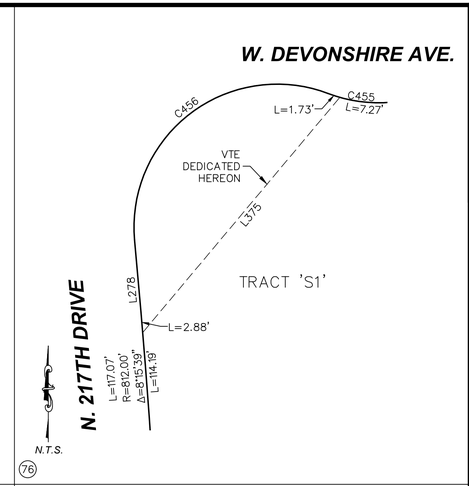

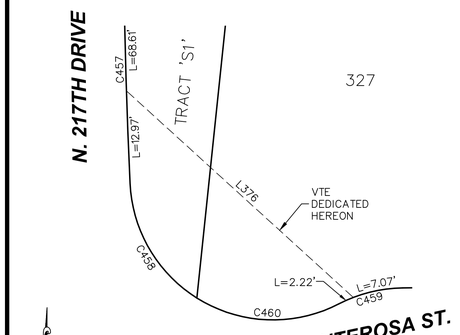

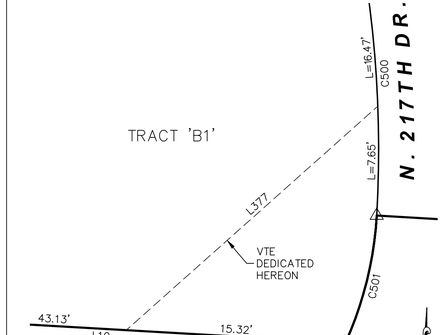

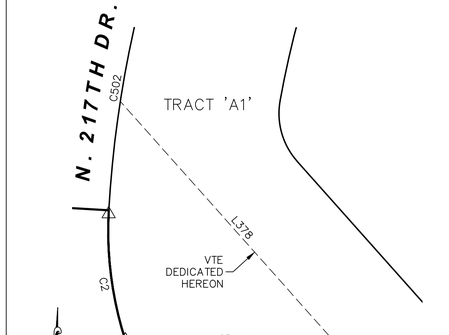

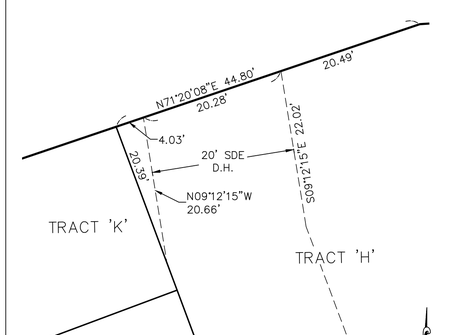

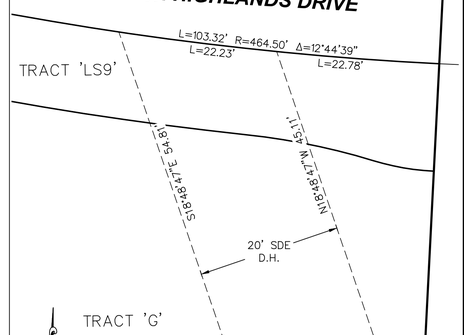

LINE TABLE		
LINE	DIRECTION	LENGTH
L8	N86°42'03"W	397.76'
L10	N86°42'03"W	58.45'
L222	S05°03'13"E	23.06'
L242	N05°03'13"W	23.06'
L278	N05°03'13"W	10.12'
L279	S05°03'13"E	10.12'
L371	S50°10'37"E	42.91'
L372	S51°23'28"E	43.63'
L373	S39°53'05"W	42.85'
L374	S50°03'17"E	42.87'
L375	S39°56'53"W	42.87'
L376	S47°41'14"E	42.88'
L377	N48°17'57"E	23.53'
L378	N41°42'03"W	23.53'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C2	21°06'01"	25.00'	9.21'	N07°15'04"W 9.15'
C382	25°50'31"	20.00'	9.02'	N72°01'32"E 8.94'
C383	47°32'26"	20.00'	16.59'	N82°52'29"E 16.12'
C385	7°45'22"	612.00'	82.85'	S11°50'02"E 82.78'
C387	89°34'14"	20.00'	31.27'	S39°43'54"W 28.18'
C388	26°16'17"	20.00'	9.17'	N82°20'50"W 9.09'
C389	25°50'31"	20.00'	9.02'	N82°07'57"W 8.94'
C401	0°43'14"	20.00'	0.25'	N59°27'53"E 0.25'
C402	115°07'17"	20.00'	40.18'	S62°36'52"E 33.76'
C444	25°53'06"	20.00'	9.04'	S72°02'51"W 8.96'
C446	51°20'14"	20.00'	17.92'	N30°43'20"W 17.33'
C455	25°47'58"	20.00'	9.01'	S82°06'39"E 8.93'
C456	115°50'33"	20.00'	40.44'	S52°52'04"W 33.89'
C457	5°55'55"	788.00'	81.58'	S00°14'28"W 81.55'
C458	55°08'27"	20.00'	19.25'	S30°17'43"E 18.51'
C459	26°36'59"	20.00'	9.29'	S75°56'59"W 9.21'
C460	59°29'34"	20.00'	20.77'	N87°36'43"W 19.85'
C500	17°16'24"	80.00'	24.12'	N05°20'15"W 24.03'
C501	21°06'01"	25.00'	9.21'	S13°50'57"W 9.15'
C502	17°11'48"	80.00'	24.01'	N11°53'50"E 23.92'

LEGEND

◎	FOUND IRON PIPE
◉	SET BRASS CAP FLUSH MAG. STD. DET. 120 TYPE "B", UNLESS OTHERWISE NOTED
△	SUBDIVISION CORNER, SET 1/2" REBAR RLS #35833, UNLESS OTHERWISE NOTED
(1)	DETAIL NUMBER, SEE SHEETS 18–25
APN	ASSESSOR PARCEL NUMBER
D.H.	DEDICATED HEREON
GLO	GENERAL LAND OFFICE
M.C.R.	MARICOPA COUNTY RECORDS
PUE	PUBLIC UTILITY EASEMENT
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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35833
JASON A. SEGNERI
01/11/2024
Date Signed
ARIZONA U.S.A.
EXP 3/31/25

VERRADO™
BUCKEYE, ARIZONA
"VERRADO REGENT HILLS - PHASE 3A"
FINAL PLAT

DATE
REVISION

Date: 01/15/24
Project: 6068
File: 6068_PLAT
Scale: N.T.S.

SHEET
25 OF 26

PLZV # 1R PLZV-23-0006

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LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
101	6,188	0.142
102	6,188	0.142
103	6,188	0.142
104	6,304	0.145
105	5,426	0.125
106	5,400	0.124
107	5,400	0.124
108	5,400	0.124
109	5,910	0.136
110	6,657	0.153
111	6,658	0.153
112	6,393	0.147
113	6,390	0.147
114	6,390	0.147
115	6,390	0.147
116	6,390	0.147
117	5,923	0.136
118	6,794	0.156
119	5,989	0.137
120	5,483	0.126
121	5,920	0.136
122	6,018	0.138
123	6,091	0.140
124	6,162	0.141
125	6,309	0.145
126	6,182	0.142
127	6,025	0.138
128	5,555	0.128
129	5,707	0.131
130	7,033	0.161

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
131	5,795	0.133
132	5,540	0.127
133	5,924	0.136
134	6,161	0.141
135	5,913	0.136
136	5,905	0.136
137	6,026	0.138
138	5,556	0.128
139	5,507	0.126
140	6,485	0.149
141	6,072	0.139
142	6,032	0.138
143	5,471	0.126
144	5,500	0.126
145	6,084	0.140
146	5,976	0.137
147	6,073	0.139
148	6,157	0.141
149	6,229	0.143
150	6,306	0.145
151	6,388	0.147
152	6,326	0.145
153	5,830	0.134
154	5,987	0.137
155	6,006	0.138
156	5,600	0.129
157	5,629	0.129
158	5,656	0.130
159	6,249	0.143
160	6,408	0.147

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
161	6,313	0.145
162	6,272	0.144
163	6,154	0.141
164	5,421	0.124
165	5,400	0.124
166	5,400	0.124
167	5,400	0.124
168	5,400	0.124
169	5,400	0.124
170	5,400	0.124
171	5,400	0.124
172	5,400	0.124
173	5,401	0.124
174	5,669	0.130
175	5,401	0.124
176	5,400	0.124
177	5,400	0.124
178	5,400	0.124
179	5,400	0.124
180	5,400	0.124
181	5,400	0.124
182	5,400	0.124
183	5,400	0.124
184	6,024	0.138
185	7,835	0.180
186	7,746	0.178
187	7,745	0.178
188	5,437	0.125
189	5,704	0.131
190	6,228	0.143

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
201	6,600	0.152
202	6,600	0.152
203	6,600	0.152
204	6,600	0.152
205	6,600	0.152
206	8,361	0.192
207	8,220	0.189
208	7,580	0.174
209	6,657	0.153
210	7,312	0.168
211	7,860	0.180
212	7,927	0.182
213	7,910	0.182
214	6,600	0.152
215	6,600	0.152
216	6,600	0.152
217	6,600	0.152
218	6,600	0.152
219	6,961	0.160
220	6,634	0.152
221	6,852	0.157
222	7,191	0.165
223	7,354	0.169
224	6,644	0.153
225	6,600	0.152
226	6,661	0.153
227	6,826	0.157
228	7,230	0.166
229	7,214	0.166
230	6,768	0.155

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
231	6,744	0.155
232	6,744	0.155
233	6,744	0.155
234	6,713	0.154
235	6,643	0.153
236	7,855	0.180
237	6,584	0.151
238	6,600	0.152
239	6,600	0.152
240	6,600	0.152
241	6,600	0.152
242	6,985	0.160
243	7,269	0.167
244	7,147	0.164
245	6,659	0.153
246	8,113	0.186
247	7,886	0.181
248	6,780	0.156
249	6,688	0.154
250	8,295	0.190
251	7,523	0.173
252	7,287	0.167
253	6,789	0.156
254	6,614	0.152
255	6,763	0.155
256	7,218	0.166
257	7,563	0.174
258	6,600	0.152
259	6,600	0.152
260	6,600	0.152

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
261	6,600	0.152
262	6,600	0.152
263	6,600	0.152
264	6,600	0.152
265	7,040	0.162
266	7,310	0.168
267	6,898	0.158
268	6,875	0.158
269	6,875	0.158
270	6,875	0.158
271	6,875	0.158
272	6,875	0.158
273	6,875	0.158
274	6,875	0.158
275	6,879	0.158
276	7,807	0.179
277	6,786	0.156
278	6,786	0.156
279	6,807	0.156
280	6,643	0.153
281	6,600	0.152
282	6,600	0.152
283	6,616	0.152
284	9,023	0.207
285	9,302	0.214
286	6,753	0.155
287	6,760	0.155
288	6,792	0.156
289	7,326	0.168
290	6,600	0.152

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
291	6,600	0.152
301	9,146	0.210
302	8,041	0.185
303	7,822	0.180
304	8,013	0.184
305	7,879	0.181
306	8,649	0.199
307	8,139	0.187
308	8,125	0.187
309	8,125	0.187
310	8,125	0.187
311	8,125	0.187
312	8,125	0.187
313	8,125	0.187
314	8,165	0.187
315	7,995	0.184
316	8,124	0.187
317	8,125	0.187
318	8,125	0.187
319	8,125	0.187
320	8,542	0.196
321	8,354	0.192
322	7,867	0.181
323	7,800	0.179
324	7,800	0.179
325	7,800	0.179
326	7,816	0.179
327	8,147	0.187
328	7,861	0.180
329	7,800	0.179

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
330	7,800	0.179
331	7,800	0.179
332	7,800	0.179
333	7,800	0.179
334	7,800	0.179
335	7,922	0.182
336	8,289	0.190
337	8,350	0.192
338	7,873	0.181
339	7,800	0.179
340	7,800	0.179
341	7,800	0.179
342	7,806	0.179
343	7,880	0.181
344	8,176	0.188
345	8,177	0.188
346	8,159	0.187
347	8,141	0.187
348	8,238	0.189
349	8,867	0.204
350	8,052	0.185
351	8,661	0.199
352	8,056	0.185
353	7,997	0.184
354	7,979	0.183
355	8,366	0.192
356	8,314	0.191
357	8,088	0.186
358	8,160	0.187
359	8,125	0.187

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
360	8,125	0.187
361	8,125	0.187
362	8,168	0.188
363	8,175	0.188
364	8,125	0.187
365	8,125	0.187
366	8,164	0.187
367	8,049	0.185
368	8,691	0.200
369	8,690	0.199
370	8,878	0.204
371	8,279	0.190
401	10,402	0.239
402	10,408	0.239
403	13,732	0.315
404	11,685	0.268
405	11,057	0.254
406	10,557	0.242
407	10,400	0.239
408	10,400	0.239
409	11,158	0.256
410	10,998	0.252
411	12,405	0.285
412	10,414	0.239
413	10,441	0.240
414	10,461	0.240
415	12,830	0.295
416	10,627	0.244
417	11,541	0.265
418	11,741	0.270

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
419	10,430	0.239
420	10,649	0.244
421	11,501	0.264
422	10,800	0.248
423	10,814	0.248
424	11,482	0.264
425	13,289	0.305
426	12,333	0.283
427	13,863	0.318
428	12,031	0.276
429	13,185	0.303
430	12,517	0.287
431	10,597	0.243
432	10,400	0.239
433	10,400	0.239
434	10,400	0.239
435	10,400	0.239
436	10,475	0.240
437	10,400	0.239
438	10,400	0.239
439	10,400	0.239
440	10,400	0.239
441	10,400	0.239
442	11,739	0.269
443	11,776	0.270
444	13,599	0.312
445	12,296	0.282
446	11,237	0.258
447	11,458	0.263
448	12,835	0.295

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
449	12,796	0.294
450	11,244	0.258
451	10,400	0.239
452	10,400	0.239
453	10,400	0.239
454	10,400	0.239
455	10,440	0.240
456	10,974	0.252
457	10,800	0.248
458	10,800	0.248
459	10,480	0.241
460	10,480	0.241
461	11,386	0.261
462	14,145	0.325
463	11,198	0.257
464	10,929	0.251
465	11,598	0.266
466	11,221	0.258
467	10,400	0.239
468	10,400	0.239
469	10,400	0.239
470	10,400	0.239
471	11,765	0.270
472	11,401	0.262
601	8,505	0.195
602	6,948	0.160
603	6,950	0.160
604	6,685	0.153
605	6,600	0.152
606	6,600	0.152

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
607	6,613	0.152
608	6,600	0.152
609	6,600	0.152
641	6,600	0.152

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
PARCEL 'A'	FUTURE ROADWAY ACCESS/LANDSCAPE/DRAINAGE	37,470	0.860
TRACT 'A'	UTILITIES/MAINTENANCE/TRAIL/LANDSCAPE/ DRAINAGE/WATER/SEWER/SIGHT DISTANCE/ACCESS PRIVATE ROADWAY	NET 387,080	NET 8.886
TRACT 'A1'	LANDSCAPE/DRAINAGE	45,388	1.042
TRACT 'AM1'	LANDSCAPE	870	0.020
TRACT 'AM2'	LANDSCAPE	327	0.008
TRACT 'AM3'	LANDSCAPE	343	0.008
TRACT 'AM4'	LANDSCAPE	782	0.018
TRACT 'AM5'	LANDSCAPE	1,610	0.037
TRACT 'AM9'	LANDSCAPE	1,616	0.037
TRACT 'AM10'	LANDSCAPE	1,608	0.037
TRACT 'AM11'	LANDSCAPE	1,593	0.037
TRACT 'AM12'	LANDSCAPE	1,596	0.037
TRACT 'AM13'	LANDSCAPE	1,602	0.037
TRACT 'AM14'	LANDSCAPE	1,601	0.037
TRACT 'AM15'	LANDSCAPE	1,629	0.037
TRACT 'B'	UTILITIES/MAINTENANCE/TRAIL/LANDSCAPE/ DRAINAGE/WATER/SEWER/SIGHT DISTANCE/ACCESS PRIVATE ROADWAY	NET 130,913	NET 3.005
TRACT 'B1'	LANDSCAPE/DRAINAGE	22,877	0.525
TRACT 'BM1'	LANDSCAPE	489	0.011
TRACT 'BM2'	LANDSCAPE	462	0.011
TRACT 'BM3'	LANDSCAPE	595	0.014
TRACT 'BM4'	LANDSCAPE	362	0.008
TRACT 'BM5'	LANDSCAPE	1,559	0.036
TRACT 'C1'	PARK/LANDSCAPE/DRAINAGE	35,123	0.806
TRACT 'D1'	LANDSCAPE/DRAINAGE	9,642	0.221
TRACT 'E1'	LANDSCAPE/DRAINAGE	5,468	0.126
TRACT 'F1'	LANDSCAPE/DRAINAGE	11,753	0.270
TRACT 'G'	FUTURE DEVLOPMENT ACCESS/LANDSCAPE/DRAINAGE	593,906	13.634
TRACT 'G1'	LANDSCAPE/DRAINAGE	74,824	1.718
TRACT 'H'	LANDSCAPE/DRAINAGE	147,696	3.391
TRACT 'H1'	LANDSCAPE/DRAINAGE	10,630	0.244
TRACT 'I'	LANDSCAPE/DRAINAGE	34,213	0.785
TRACT 'J'	LANDSCAPE/DRAINAGE	45,627	1.047
TRACT 'J1A'	AMENITIES/LANDSCAPE/DRAINAGE	87,908	2.018
TRACT 'J1B'	LANDSCAPE/DRAINAGE	14,626	0.336
TRACT 'K'	LANDSCAPE/DRAINAGE	119,684	2.748
TRACT 'K1'	LANDSCAPE/DRAINAGE	137,264	3.151
TRACT 'L'	LANDSCAPE/DRAINAGE	22,531	0.517
TRACT 'L1'	LANDSCAPE/DRAINAGE	737	0.017

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
TRACT 'LS4'	LANDSCAPE/DRAINAGE	811	0.019
TRACT 'LS5'	LANDSCAPE/DRAINAGE	12,194	0.280
TRACT 'LS6'	LANDSCAPE/DRAINAGE	9,552	0.219
TRACT 'LS7'	FUTURE ACCESS/LANDSCAPE/DRAINAGE	3,752	0.086
TRACT 'LS8'	LANDSCAPE/DRAINAGE	680	0.016
TRACT 'LS9'	LANDSCAPE/DRAINAGE	22,250	0.511
TRACT 'M'	LANDSCAPE/DRAINAGE	3,681	0.085
TRACT 'M1'	LANDSCAPE/DRAINAGE	11,297	0.259
TRACT 'N1'	LANDSCAPE/DRAINAGE	6,108	0.140
TRACT 'O1'	LANDSCAPE/DRAINAGE	6,847	0.157
TRACT 'P1'	LANDSCAPE/DRAINAGE	78,042	1.792
TRACT 'Q1'	LANDSCAPE/DRAINAGE	9,185	0.211
TRACT 'Q2'	UTILITIES/MAINTENANCE/TRAIL/LANDSCAPE/ DRAINAGE/WATER/SEWER/SIGHT DISTANCE/ACCESS	140,009	3.214
TRACT 'R1'	LANDSCAPE/DRAINAGE	5,179	0.119
TRACT 'S1'	LANDSCAPE/DRAINAGE	5,339	0.123
TRACT 'SP1'	SIDEWALK/LANDSCAPE	2,011	0.046
TRACT 'SP2'	STORMDRAIN/SIDEWALK/LANDSCAPE	2,909	0.067
TRACT 'SP3'	SIDEWALK/LANDSCAPE	1,079	0.025
TRACT 'SP4'	SIDEWALK/LANDSCAPE	2,898	0.067
TRACT 'SP5'	STORMDRAIN/SIDEWALK/LANDSCAPE	2,630	0.060
TRACT 'SP6'	STORMDRAIN/SIDEWALK/LANDSCAPE	22,682	0.521
TRACT 'SP7'	SIDEWALK/LANDSCAPE	1,950	0.045
TRACT 'SP8'	STORMDRAIN/SIDEWALK/LANDSCAPE	1,730	0.039
TRACT 'SP9'	STORMDRAIN/SIDEWALK/LANDSCAPE	32,722	0.751
TRACT 'SP10'	SIDEWALK/LANDSCAPE	3,454	0.079
TRACT 'SP11'	STORMDRAIN/SIDEWALK/LANDSCAPE	4,691	0.108
TRACT 'SP12'	SIDEWALK/LANDSCAPE	1,665	0.038
TRACT 'SP13'	SIDEWALK/LANDSCAPE	4,594	0.105
TRACT 'SP14'	STORMDRAIN/SIDEWALK/LANDSCAPE	2,010	0.046
TRACT 'T1'	LANDSCAPE/DRAINAGE	4,365	0.100
TRACT 'U1'	LANDSCAPE/DRAINAGE	3,698	0.085
TRACT 'V1'	LANDSCAPE/DRAINAGE	3,867	0.089
TRACT 'W1'	LANDSCAPE/DRAINAGE	2,649	0.061
TRACT 'X1'	LANDSCAPE/DRAINAGE	7,762	0.178
TRACT 'Y1'	LANDSCAPE/DRAINAGE	1,160	0.027
TRACT 'Z1'	LANDSCAPE/DRAINAGE	1,501	0.034

R/W TABLE		
STREET	AREA (SF)	AREA (AC)
W. HIGHLANDS DRIVE	58,351	1.340

DMB

RICK ENGINEERING COMPANY
2401 W. PEORIA AVENUE, SUITE 130
PHOENIX, AZ 85029
602-957-3350
rickengineering.com
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35833
JASON A. SEGNERI
Date Signed 01/17/2025
ARIZONA U.S.A.
EXP 3/31/25

VERRADO™

BUCKEYE, ARIZONA

"VERRADO REGENT HILLS - PHASE 3A"

FINAL PLAT

REVISION	DATE
1	
2	
3	
4	
5	
6	
7	

Date: 01/15/24
Project: 6068
File: 6068_PLAT
Scale: N.T.S.

SHEET
26 OF 26

PLZV # 1R PLZV-23-0006

C:\RICK\Projects\P05500\6068_Verrado_RegentHills\Survey\Drawings\PLAT - PHASE 3A\6068_PLAT_PHASE 3A.dwg - plotted by: pengle ON 2024-01-15 @ 07:30 - © 2024 Rick Engineering Company

STATE OF ARIZONA
DEPARTMENT OF WATER RESOURCES
CERTIFICATE OF ASSURED WATER SUPPLY

This is to certify that

Fidelity National Title Insurance Company, a Florida corporation which has acquired title as a California corporation, as Trustee of its Trust No. B176, Owner,

has met the requirements of A.R.S. §§ 45-576 and A.A.C.R12-15-701 et. seq., and

By powers vested in the Director of the Arizona Department of Water Resources by the State of Arizona, and subject to the conditions contained in A.A.C. R12-15-701 et seq.,

Is issued this Certificate of Assured Water Supply for

Verrado Regent Hills - Phase 3
Township 2 North, Range 3 West, Sections 23-25
GSRB&M Maricopa County, PHOENIX AMA

The referenced subdivision consists of **457 lots** as described in the preliminary plat on file with the Department, and has an estimated water demand of **226.59 acre-feet per year.** The subdivision will be served **groundwater** by **EPCOR - Agua Fria.**

This Certificate is invalid as to any entity not named above.
This Certificate may be assigned pursuant to A.A.C. R12-15-705.

Certificate Number: 27-701248.0000

ARIZONA DEPARTMENT OF WATER RESOURCES

David L McKay
Program Manager

January 3, 2023
Date

TYPE A CERTIFICATE

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/20/24	**AGENDA ITEM:** 4.E. FIN - Accept Water Infrastructure Finance Authority of Arizona Water Conservation Grant
DATE PREPARED: 02/16/24	**DISTRICT NO.:** All
STAFF LIAISON: Rob Roach, Grant Program Administrator, rroach@buckeyeaz.gov, (623) 349-6165	
DEPARTMENT: Financial Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the approval, acceptance, and execution of a grant award from the Water Infrastructure Finance Authority of Arizona (WIFA); and authorizing the Mayor or City Manager to accept, execute, and deliver the grant award or Agreement on behalf of the City.

SUMMARY

PROJECT DESCRIPTION:
The City of Buckeye has applied for and has been awarded the WIFA Water Conservation grant. The total project amount is $125,000. The grant award is $100,000, with a $25,000 match from the City. The awarded grant monies will be used by the City of Buckeye Turf Removal Rebate program to provide rebates to qualified city water customers for the removal of natural turf that is replaced with desert landscaping or artificial turf, as provided in the Arizona Municipal Water Users Association (AMWUA) Plant List or the Arizona Department of Water Resources (ADWR) Phoenix AMA Low Water Use Plant List. This conservation activity directly aligns with the Buckeye Water Resources Master Plan by establishing policies and programs designed to decrease the City's reliance on groundwater. Currently, the City offers a residential turf removal rebate program. This grant will allow the City to expand the program to include non-residential properties and increase the rebate to encourage grass removal and reduce the cost to City customers.

BENEFITS:
Removing natural turf would decrease each applicable customer's annual water use considerably. Customers choosing artificial turf or rocks as a replacement would eliminate their irrigation water use. Customers choosing desert landscaping would decrease their water usage by at least 2 Acre Feet per Year (AFY), depending on the square footage of the applicable area and the extent of desert landscaping chosen. With this grant, the City will be able to increase its rebate amounts for turf removal, thereby giving residents, HOAs, and business owners a far greater incentive to reduce their high water bills and choose a more sustainable landscape. Reducing the City's water demand would be a significant savings to the City's groundwater supply.

FUTURE ACTION:
Currently, the City offers a residential turf removal rebate program. The Buckeye Water Conservation fiscal year rebate program budget is $25,000; therefore, this grant does not add any new amounts to the budget. After all grant funds have been expended, the City would return to their regular budgeted turf removal rebate amount unless additional grant opportunities arise.

FINANCIAL IMPACT STATEMENT:
The Buckeye match share for this grant is $25,000. The WIFA grant portion is $100,000. The total cost of this program is $125,000.

CURRENT FISCAL YEAR TOTAL COST:
$25,000.00

BUDGETED:
Yes

FISCAL YEAR:
2024-2025

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
CAR recap WIFA Turf Removal Rebate Program - Awarded.docx
WCGF Grant Agreement - Buckeye WC4-160-2024.pdf

WIFA Grass Removal Program Grant Award Summary Recap

Project Description

The City of Buckeye Council has previously approved the submission of an application, which has subsequently been awarded by the Water Infrastructure Finance Authority of Arizona's for a Water Conservation Grant. Currently, the City offers a residential turf removal rebate program. This grant would allow the City to expand the program to include non-residential properties and increase the rebate to encourage grass removal and reduce the cost to City customers.

Project Cost



- $125,000

Required Match



- $25,000

Grant Amount



- $100,000

Plans once Grant Expires



- Apply for Grant again
- Continue the existing program if no grant

Objectives and Expected Outcomes



- To Reduce the City's water demand and obtain long-term, significant savings to the City's groundwater supply.

Time Period for the Grant



- FY 2024 and FY 2025

AGREEMENT: WC4-160-2024

WATER CONSERVATION GRANT FUND AGREEMENT

BETWEEN

CITY OF BUCKEYE

AND

The Water Infrastructure Finance Authority of Arizona

THIS GRANT AGREEMENT (the **"Agreement"**) is made effective as of the date of signature of the last signatory hereto (the **"Effective Date"**), by and between the Water Infrastructure Finance Authority of Arizona (the **"Authority"**), a body corporate and politic, and CITY OF BUCKEYE (the **"Grantee"**). The Authority and the Grantee may individually be referred to as **"Party"** or collectively as the **"Parties."**

RECITALS

WHEREAS, Title VI of the Social Security Act (42 § U.S.C. 801 et seq.) (the "**Act**") was amended by section 9901 of the American Rescue Plan Act ("**ARPA**"), Pub. L. No. 117-2 (March 11, 2021), to add section 602, which authorizes the United States Department of Treasury's ("**Treasury**") to make payments from the Coronavirus State and Local Fiscal Recovery Funds ("**SLFRF**"), and

WHEREAS, the funds are purposed for use in responding to the COVID-19 public health emergency and its economic impacts through the categories of eligible uses and activities described in 31 C.F.R. Part 35, Subpart A, including for making necessary investments in water, sewer, and broadband infrastructure, and

WHEREAS, the source of funding for the Award is the ARPA, specifically the SLFRF, with Catalog of Federal Domestic Assistance (**"CFDA"**) Assistance Listing 21.027 for all activity pursuant to this Agreement, and

WHEREAS, the State of Arizona established the Water Conservation Grant Fund ("**WCGF**") under Title 49, Chapter 8, Article 5 of the Arizona Revised Statutes. A.R.S. §§ 49-1331 – 1335, to be administered by the Authority, and

WHEREAS, the Office of the Governor, in fulfilling its duty to administer the Coronavirus State and Local Fiscal Recovery Funds allocated to the State of Arizona, entered into an Interagency Service Agreement (ISA-ARPA-WIFA-070122-01), as amended on November 3, 2023, to provide funding to the Authority through the WCGF to support COVID-19 related activities in accordance with State Fiscal Recovery Fund Expenditure Category 5.8 Clean Water: Water Conservation, and

WHEREAS, the Authority is authorized to issue grants from the WCGF to eligible entities for water conservation programs and projects that are expected to result in: (1) long-term reductions in water use; (2) improvements in water use efficiency; or (3) improvements in water reliability. And

WHEREAS, WCGF grants may be issued for any of the purposes specified in A.R.S. § 49-1332(B), and

WHEREAS, Grantee meets the Treasury's definition of a subrecipient and has applied for a grant, pursuant to the Application attached to this Agreement as Exhibit A [*Grant Application*]; and

WHEREAS, by the Board resolution attached to this Agreement as Exhibit B [*Board Resolution*], the Authority has determined Grantee is eligible for financial assistance from the WCGF and has reviewed and approved the Grantee's Application in accordance with the requirements of A.R.S. §§ 49-1331 – 1335.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below, the Authority and Grantee agree as follows:

ARTICLE I - Definitions

1.1. "Act" means Title VI of the Social Security Act (42 § U.S.C. 801 et seq.), as amended.

1.2. "Application" means the Grantee's application for financial assistance from the Water Conservation Grant Fund, attached to this Agreement as Exhibit A [*Grant Application*] and incorporated herein.

1.3. "ARPA" means the American Rescue Plan, Pub. L. No. 117-2 (March 11, 2021), as amended.

1.4. "Authority" or "WIFA" means the Water Infrastructure Finance Authority of Arizona

1.5. "Authorized Officer" means the Director of the Authority, or any other person or persons designated by the Director to act on behalf of the Authority, with respect to this Agreement.

1.6. "Award" means the specific grant amount awarded to Grantee as described in this Agreement.

1.7. "Scope of Work" means the program or project described in Exhibit C [*Scope of Work*], attached to this Agreement and incorporated herein.

1.8. "SLFRF" means the Coronavirus State and Local Fiscal Recovery Funds.

1.9. "Treasury" means the United States Department of Treasury.

1.10. Any capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Exhibits.

ARTICLE II - Award

2.1. The Award. The Authority hereby agrees to provide the Grantee with an award in the amount of One Hundred Thousand Dollars and 00/100 ($ 100,000.00) (the "**Award**"), subject to the terms and conditions set forth in this Agreement and availability of funds. The Authority shall make the Award available to Grantee upon execution of this Agreement by the parties. Subject to the Grantee's compliance with all terms and conditions of this Agreement, and the continued non-existence of a breach or default, or any event, circumstance, act, or omission which with the giving of notice, the passage of time, or both would constitute a breach, default or give rise to the termination of this Agreement, the Authority agrees to disburse the Award to the Grantee in accordance with the provisions of Article III [*Disbursement and Funding*].

2.2. Acceptance of Award. Grantee hereby accepts the Award under the terms and conditions of this Agreement, and agrees to execute and return this Agreement to the Authority within thirty (30)

calendar days of receipt unless Grantee receives a written waiver of this requirement by the Authority.

2.3. Purpose and Use of Award. Grantee agrees to undertake and complete the Scope of Work in a timely manner, and to receive and expend the Award in accordance with this Agreement. Grantee agrees to utilize the Award only for the purpose of implementing the Scope of Work. Any expenditure deviating from the Scope of Work shall require the Authority's prior written approval. Supporting documents and attachments from the Application are incorporated herein by reference. If content in the Application differs from or conflicts with terms presented elsewhere in this Agreement, this Agreement takes precedence.

2.4. Prior Costs Incurred. The Award may be used for costs incurred prior to the Effective Date of this Agreement, but may not be used for costs incurred or for which commitment was made before July 6, 2022.

2.5. Time of Performance. Grantee may use the Award for costs incurred and activities performed between July 6, 2022, and June 30, 2026.

2.5.1. Grantee shall complete the Scope of Work no later than June 30, 2026.

2.5.2. Grantee shall make sufficient progress on the Scope of Work, in good faith and in manner acceptable to the Authority. For purposes of this section, unless otherwise agreed to by the Authority in writing, "sufficient progress" means the Grantee has, at a minimum, complied with all schedules and deadlines listed in the Scope of Work.

2.5.3. Grantee may submit to the Authority a written request to amend a Scope of Work's schedule, which the Authority may, but is not required to approve. The written request shall detail: (1) the nature of the delay(s); (2) the amended schedule dates; and (3) any efforts to be implemented to adhere to the amended schedule.

2.6. Benchmarks. Failure to adhere to the benchmarks listed below shall constitute a breach of this Agreement and may result in the loss of all or part of the Award. In addition to any schedule or deadline identified in the Scope of Work, Grantee shall, at a minimum, comply with the following benchmarks:

2.6.1. Expend 5% of the Award by December 2, 2024.

2.6.2. Expend 50% of the Award by December 31, 2025.

2.6.3. Expend 75% of the Award by March 31, 2026.

2.7. Term of Agreement. This Agreement remains in effect until all reporting requirements described in this Agreement have been fulfilled by the Grantee and accepted by the Authority (the "**Term**").

2.8. Grantee Obligations. This Agreement constitutes the valid and binding obligations of the Grantee, enforceable in accordance with its terms. The obligation and utilization of the Award provided through this Agreement are subject to the proper observation of the Agreement and any requirements incorporated by reference.

2.8.1. Assignments. The Grantee agrees not to transfer, assign, or pledge any right or interest in any payment or advance due pursuant to this Agreement, or any of the other benefits thereof, without the prior written consent of the Authority. Any such assignment made or attempted by the Grantee without the prior written consent of the Authority shall be void and of no effect. No consent by the Authority to an assignment by the Grantee shall release the Grantee as the party primarily obligated and liable under the terms of this Agreement, unless the Authority specifically releases the Grantee in writing.

2.8.2. Compliance with Applicable Laws. The Grantee shall perform all activities under this Agreement in accordance with all applicable (whether present or future) laws, ordinances, rules, regulations, requirements and orders of any governmental or administrative authority having or claiming jurisdiction over the Grantee's activities. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.

2.8.3. Subcontractors. Grantee shall require any subcontracting entities to observe and follow all provisions of this Agreement.

2.9. Exhibits. The terms and conditions of this Agreement include the terms and conditions set forth in the Exhibits, which are part of this Agreement.

2.10. Fund Availability. Any action by the Parties under this Agreement requiring the expenditure of funds is conditioned upon the availability of funds appropriated, assigned, and allocated for the payment of such obligation. If funds are not appropriated, assigned, allocated, and available or if the appropriation is changed by the legislature or the Governor's Office resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Parties at the end of the period for which funds are available. No liability shall accrue to the Parties in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

2.11. Notices. All notices required or permitted under this Agreement, including technical correspondence, invoices, and reports from Grantee, or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered, mailed by registered or certified mail, or emailed to Grantee or the Authority at the following addresses:

WIFA Project Manager
Laurie Gehlsen, Grants Coordinator
Water Infrastructure Finance Authority of Arizona
100 N 7th Ave, Suite 130
Phoenix, AZ 85007
Direct: (480) 647-4462
LGehlsen@azwifa.gov

Grantee Project Manager

_____
_____
_____
_____
_____
_____

Either Party may designate any further or different addresses to which subsequent notices or other communications shall be sent, by notice in writing given to the other Party.

ARTICLE III - Disbursement and Funding

3.1. Reimbursement Basis. The Authority shall disburse the Award on a reimbursement basis, upon presentation of accurate and complete claims to the Authority. Except as hereinafter provided, disbursements shall be made only:

3.1.1. For reimbursement of expenses incurred in accordance with this Agreement; and

3.1.2. When a request for reimbursement is submitted in substantially the form provided by the Authority and is accompanied by the necessary certifications and documentation as required by the Authority; and

3.1.3. When an Authorized Officer of the Authority has determined that such disbursement is proper.

3.2. Request for Reimbursement. Grantee shall submit requests for reimbursement to the Authority using forms provided by the Authority on a monthly basis, unless otherwise approved by the Authority in writing. Requests for reimbursement shall be submitted to the Authority no later than the fifteenth (15th) day of each month. The Authority shall not distribute the Award to the Grantee until the Authority has received and processed a request for reimbursement. The Authority shall verify the request and claimed expenses against the reports required in this Agreement. To receive payment, requests for reimbursement for work performed during the term of this Agreement must be submitted no later than June 15, 2026, unless otherwise approved by the Authority in writing. A request for reimbursement must contain:

3.2.1. An itemized accounting of grant expenses incurred;

3.2.2. Receipts, vendor invoices, documentation of in-kind labor, and other documentation of costs incurred;

3.2.3. Certification that: the reimbursement amount requested is a proper cost as evidenced by attached invoices;

3.2.4. Certification that the signatory is duly authorized to submit the reimbursement request; and

3.2.5. Any additional documents or information deemed necessary by the Authority.

3.3. Method of Disbursement. The Authority may disburse the Award by check, electronic means, warrant, or other transfer medium basis within thirty (30) calendar days of the Authority's receipt

of the request for reimbursement, subject to funding availability. An Authorized Officer of the Authority shall approve disbursements directly to Grantee and shall provide Grantee with a copy of the approval and the date approved.

3.4. Affirmation of Representations and Warranties. Each request for reimbursement, disbursement, or the receipt of the Award funds requested by the Grantee, shall constitute Grantee's affirmation that all representations and warranties of the Grantee as described in this Agreement or any Exhibit therein, are true and correct as of the date thereof and throughout the Term of the Agreement, unless the Grantee notifies the Authority to the contrary in writing prior to the request for reimbursement or release of the disbursement.

3.5. Withholding Disbursements. The Authority may elect in its sole discretion to withhold payment of the Award in whole or in part if Grantee breaches any provision of this Agreement or any Exhibit therein.

3.6. Required Notice. Grantee shall provide the Authority with immediate written notification:

3.6.1. Of any inability to expend the Award in accordance with the Scope of Work; and

3.6.2. Prior to any expenditure of the Award deviating from the Scope of Work.

3.7. Inspections – Expenses and Operations. Subject and pursuant to the provisions of Section 2.2 of the General Terms and Conditions included in Exhibit D, the Authority shall have the option to undertake an inspection of the Grantee's expenses and operations at any time to verify the information included in and with any and/or all requests for reimbursements under this Agreement.

ARTICLE IV - Representations and Warranties

4.1. Grantee hereby represents and warrants that it is a: (check appropriate)

☐ Municipal water delivery system as defined in A.R.S. § 42-5301.

☐ County water augmentation authority established under A.R.S. Title 45, Chapter 11.

☐ County water authority established under A.R.S. Title 45, Chapter 13.

☐ An Indian Tribe.

☐ Community facilities district as established by A.R.S. Title 48, Chapter 4.

☐ Public water system as prescribed in A.R.S. § 49-352.

☐ Natural resource conservation district.

☐ City, town, county, district, commission, authority or other public entity that is organized and that exists under the statutory law of this state or under a voter-approved charter or initiative of Arizona.

☐ Nongovernment organization that focuses on water conservation or environmental protection who has partnered with _____, an eligible entity as defined under A.R.S. § 49-1301. *If selected, Grantee must submit a completed Partnership Certification with this Agreement.*

4.2. Conflicts of Interest. The Parties each represent that, as of the date of execution of this Agreement, they are not aware of any facts or circumstances which would give rise to a cancellation right in

favor of any Party pursuant to A.R.S. § 38-511. Grantee represents and warrants that there exists no actual or potential conflict of interest between the Grantee's performance under this Agreement and the Grantee's engagement or involvement in any other personal or professional activities. In the event such conflict or potential conflict arises during the Term of this Agreement, or any extension thereof, the Grantee shall immediately notify the Authority in writing.

4.3. Adverse Proceedings. Grantee represents and warrants that there are no proceedings pending or, so far as the Grantee knows, threatened, before any court or administrative agency that will materially adversely affect the Grantee's ability to fully perform the Scope of Work. During the Term of this Agreement, should proceedings arise that will materially adversely affect Grantee's ability to fully perform the Scope of Work, the Grantee shall promptly notify the Authority in writing.

4.4. Authority to Sign. Grantee represents and warrants that the Grantee and the person signing on behalf of the Grantee have the full power and authority to enter into and execute this Agreement, to legally bind the Grantee and to perform and comply with the terms and conditions set forth herein.

4.5. Debarment, Suspension, U.S. Government Restricted Party Lists. Grantee warrants that it is not, and its contractors or subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specifically Designated Nationals and Blocked Parties List, and neither the Grantee nor any contractors or subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

4.6. Grantee Matching. Pursuant to A.R.S. § 49-1333(B)(4), at least a twenty-five percent (25%) match is required for each water conservation program or project.

4.6.1. Funds provided under one federal program may not be used to meet a non-federal match or cost-share requirements of another federal program. 2 CFR 200.306(b)(5).

4.6.2. As stated in the Treasury's SLFRF Final Rule, Grantees may fund a program or project "with both SLFRF funds and other sources of funding provided that the costs are eligible costs under each source program and are compliant with all other related statutory and regulatory requirements and policies."

4.6.3. Grantee's match requirement under this Agreement is a state requirement; matching is not required by ARPA. Grantee represents and warrants that Grantee has satisfied or will satisfy the state match requirement using permissible funding sources. Grantee's matching contribution may include cash contributions or in-kind contributions. Grantee's matching contribution may not include any monies provided by the Authority.

4.6.4. Failure to adhere to the state matching requirement under A.R.S. § 49-1333(B)(4) shall constitute a breach of this Agreement and may result in the loss of all or part of the Award.

4.7. Indemnification. Grantee shall protect, defend, indemnify, and hold harmless the Authority and its board and committees, the State of Arizona, its elected and appointed officials, its agents, commissions, officers, directors, employees, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with this Agreement, Grantee's performance hereunder, Grantee's or Grantee's subcontractor's negligence including active or passive, or strict liability including but not

limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Grantee, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless of any limitation of coverage by insurance, with the exception of the sole negligence or willful misconduct of the Authority. The provisions of this section shall survive the expiration or termination of this Agreement.

4.8. Liability. Failure on the part of the Authority in any instance or under any circumstance to observe or perform fully any obligation assumed by or imposed upon the Authority by this Agreement or by law shall not make the Authority liable in damages to Grantee or relieve Grantee from fully performing any other obligation required of it under this Agreement; provided, however, that Grantee may have and pursue any and all other remedies provided by law for compelling performance by the Authority of such obligation assumed by or imposed upon the Authority. Neither the Authority nor its board or committees, the State of Arizona, its elected and appointed officials, its agents, commissions, officers, directors, employees, volunteers or affiliates shall in any event be liable for damages, if any, for the nonperformance of any obligation or agreement of any kind whatsoever set forth in this Agreement.

4.9. Permits. Grantee represents and warrants that all permits necessary or required in connection with the award have been or will be obtained, and all fees and bonds required in connection therewith have been or will be paid and/or posted as the circumstances may require.

ARTICLE V – Records and Reports

5.1. Financial Records. Grantee shall maintain satisfactory financial accounts, books, records, documents, and other evidence sufficient to properly reflect the amount, receipt, and expenditure of the Award and to comply with section 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. Records shall be maintained by the Grantee for a period of five years after the Award funds have been expended or returned to Treasury, whichever is later. Failure to maintain proper financial records required under this Agreement as required is cause for termination of this Agreement or withholding of future disbursements.

5.2. Reporting Requirements. Grantee shall provide reports of all activities related to this Agreement both as identified in the Agreement and as requested by the Authority. Grantee shall also provide to the Authority any additional written information requested by the Authority in a timely manner and within reasonable deadlines as shall be set by the Authority.

5.2.1. All financial reports required under this Agreement shall be prepared in accordance with GAAP standards, and shall be in form and substance satisfactory to the Authority and as may be required by the United States Department of Treasury.

5.2.2. If there is any amount of the Award remaining after the Scope of Work is completed, Grantee shall report the remaining balance to the Authority.

5.2.3. Grantee shall comply with and abide by the U.S. Department of the Treasury's Project and Expenditure Report User Guide – State and Local Fiscal Recovery Funds, available at https://home.treasury.gov/system/files/136/Apr-2023-PE-Report-User-Guide.pdf.

5.2.4. Grantee shall provide the following performance metrics required for water-related infrastructure projects:

- Projected/actual construction start date (month/year);
- Projected/actual initiation of operations date (month/year);
- Location;
- Whether the project prioritizes local hires;
- Whether the project has a Community Benefit Agreement, with a description of any such agreement;
- National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund);
- Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund);
- Median Household Income of service area; and
- Lowest Quintile Income of the service area.

5.2.5. Failure to provide reports required under this Agreement as required is cause for termination of this Agreement or withholding of future disbursements.

5.3. Monthly Reports. Grantee shall report to the Authority on Grantee's expenditure of the Grant and the status of the Scope of Work on the fifteenth (15th) day of each month following the date of this Agreement, and on the fifteenth (15th) day of every month thereafter until Grantee expends the entire Award or completes the Scope of Work, whichever is first. Monthly reports shall be in a form acceptable to the Authority. The Authority may revise the form of the monthly report from time to time. The Authority reserves the right to request additional reports relating to the expenditure of the Award or additional information as needed for ARPA reporting requirements.

5.4. Final Report. Audit. Grantee shall provide a final report (the "**Final Report**") in a form acceptable to the Authority.

5.4.1. The Final Report shall be submitted to the Authority within thirty (30) calendar days of one of the following occurrences: (1) the Award funds have been expended; (2) the Scope of Work has been completed; or (3) the Agreement has otherwise been terminated. Notwithstanding the foregoing, the Final Report shall be submitted to the Authority no later than June 15, 2026.

5.4.2. The Final Report shall contain the information deemed necessary by the Authority.

5.4.3. Following the receipt and approval of the Final Report, the Authority will notify Grantee in writing that the Agreement is administratively closed.

5.4.4. After the project is administratively closed, Grantee shall submit all required audits to the Authority. All audits for fiscal years in which Grantee received Award funds from the Authority must be received, reviewed, and found to be satisfactory by the Authority.

5.4.5. In the event that the Authority determines that any project costs described in a post-funding audit are unjustified or describe ineligible activities, Grantee shall refund such monies back to the Authority.

ARTICLE VI - Enforcement & Remedies

6.1. Breach. The Parties agree that all conditions set forth herein are material to this and the occurrence of any of the following events is a Grantee breach under this Agreement:

6.1.1. Any certification, statement, representation, or warranty contained in this Agreement or report required under this Agreement, the Application, or any other document related to the award which the Authority determines at any time to be incorrect or misleading in any material respect either on the date when made or on the date when reaffirmed.

6.1.2. The Grantee 's failure to comply with each and every term, covenant, condition, and/or agreement contained in this Agreement.

6.1.3. The Grantee's failure to make sufficient progress on the Scope of Work, in good faith and in manner acceptable to the Authority in accordance with sections 2.5 and 2.6 of this Agreement.

6.1.4. The Grantee's use of the Award proceeds for any purpose other than as authorized under the provisions of this Agreement.

6.1.5. The Grantee fails to comply with any law, ordinance, code, order, rule, or regulation of any governmental or administrative authority having jurisdiction over the Scope of Work within thirty (30) calendar days after notice in writing of such failure to comply has been given to the Grantee from such governmental or administrative authority.

6.2. Notice of Breach. Cure Period. Upon the occurrence of a breach, the Authority shall issue a written notice of breach, identifying the nature of the breach and providing thirty (30) calendar days (or a lesser or additional time as may be agreed to by the Parties) in which the Grantee shall have an opportunity to cure the breach. Time allowed for cure does not diminish or eliminate Grantee's liability for damages.

6.3. Default. If Grantee fails to cure a breach within the period specified in the written notice, Grantee is in default of its obligations, and the Authority may exercise any or all of the following remedies:

6.3.1. Withhold applicable payment until the default is remedied;

6.3.2. Terminate this Agreement, in whole or in part;

6.3.3. Recapture Award funds provided to Grantee under this Agreement, in whole or in part;

6.3.4. Suspend or de-obligate the Grantee's authority to receive any undisbursed proceeds of the award; and/or;

6.3.5. Proceed at any time, or from time to time, to protect and enforce all rights and remedies available to the Authority, including demanding repayment of Award funds, by suit or other appropriate proceedings, whether for specific performance of any covenant, term, or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law, regulation, or in equity.

6.4. Good Faith. The Parties will attempt in good faith to resolve all disputes, disagreements, or claims relating to this Agreement.

6.5. De-obligation. The Authority may de-obligate Award funds under this Agreement upon written notice to Grantee. The Authority may de-obligate and reduce Award funds under the following circumstances:

6.5.1. Grantee has completed performance under the Scope of Work without using all of the Award provided by the Authority under this Agreement;

6.5.2. This Agreement expires and all Award funds have not been expended;

6.5.3. Grantee, with the consent of the Authority, cancelled or changed an activity required under the Scope of Work for reasons other than nonperformance;

6.5.4. This Agreement has otherwise been terminated in whole or in part; or

6.5.5. Mutual consent by the Parties.

6.6. Disallowed Costs. An expenditure that is reimbursed under this Agreement and that does not comply with this Agreement shall constitute a disallowed cost and be subject to recapture by the Authority and repayment to the Authority. Within fourteen (14) calendar days of the date of the Authority's written notice to Grantee, unless a longer period is approved by the Authority in writing, Grantee shall repay the Authority any portion of the Award paid by the Authority which the Authority has in its sole discretion determined constitutes a disallowed cost.

6.7. Repayment. Grantee agrees to repay the Award in whole or in part if the Authority determines that Grantee has failed to use the Award in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. The Authority may specify, in writing, the terms of the repayment or alternative terms in lieu of repayment, however, in no such case shall repayment or alternative terms be accomplished later than one hundred eighty (180) calendar days following the written determination of non-compliance by the Authority. This section does not apply to a Grantee's failure to make sufficient progress on the Scope of Work of this Agreement, provided Grantee made good faith efforts to complete the Scope of Work within the time for performance.

6.8. Remedies Cumulative and Concurrent. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other remedies provided for in this Agreement, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Agreement, or now or hereafter existing at law or in equity by statute. Every right, power, and remedy given to the Authority shall be concurrent and may be pursued separately, successively, or together against the Grantee, and every right, power, and remedy given the Authority may be exercised from time to time as often as may be deemed expedient by the Authority.

6.9. Strict Performance. No delay or omission of the Authority to exercise any right, power, or remedy accruing upon the happening of a Default shall impair any such right, power, or remedy, or shall be construed to be a waiver of any such Default or any acquiescence therein. No delay or omission on the part of the Authority to exercise any option granted to the Authority under this Agreement, in any one or more instances, shall constitute a waiver of any such Default and each such option shall remain continuously in full force and effect.

6.10. Attorneys' Fees and Costs. In the event of Grantee's breach of this Agreement, Grantee agrees to pay any and all costs and expenses, including attorneys' fees, incurred by the Authority in connection with the enforcement of this Agreement. If the Authority terminates this Agreement for cause, any costs incurred shall be the Grantee's responsibility.

ARTICLE VII - Miscellaneous

7.1. Amendments and Modifications. This Agreement may be amended by mutual agreement in writing between Grantee and the Authority. Any request to amend this Agreement by Grantee must be in writing and state the amendment request and reason for the request. Grantee shall make requests in a timely manner and in no event less than thirty (30) calendar days before the effective date of the proposed amendment. Any amendment, modification, or extension of this Agreement must be submitted through the Sub-recipient Management Tool (SRM), eCivis, and approved by both Parties.

7.2. Insurance. Grantee agrees to comply with the Insurance Requirements set forth in Exhibit D [*General Terms and Conditions*]. Failure to maintain the required insurance at all times shall constitute a breach of this Agreement that is subject to penalties up to and including suspension of payments and/or termination of this Agreement.

7.3. Permits/Licenses/Authorizations. It shall be the Grantee's responsibility to obtain all permits, licenses, or authorizations required from government authorities prior to initiation of the Scope of Work or required to be obtained by the time of completion of the Scope of Work to be eligible for reimbursement funds under this Agreement.

7.4. No Implied Duties. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law. This Agreement does not imply Authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.

7.5. No Obligation of State General Appropriations Funds. Nothing herein shall be construed as obligating state general appropriation funds for payment of any debt or liability or any nature arising hereunder. The parties expressly recognize that payments to be made by the Authority under this Agreement may come from federal funds made available to the Authority for this purpose.

7.6. Survival. Those articles, sections, and subsections of this Agreement which by their nature are intended to survive, including, but not limited to, the Grantee's Representations and Warranties and Indemnification, shall survive the completion of the Scope of Work and the expiration or earlier termination of this Agreement.

7.7. Time of the Essence. Time is of the essence with regard to each provision of this Agreement as to which time is an element.

7.8. Acknowledgment of Funding Source. Unless otherwise agreed upon in writing between the Parties, Grantee agrees that any publications, studies, or reports which are made possible by or derived, in whole or in part, from this Agreement, and any news articles, brochures, seminars, or other promotional materials or media or events through which Grantee publicizes the Scope of Work funded in whole or in part by this Agreement will acknowledge the Authority's support in the following manner: "Funding has been provided by/contributed by the Water Infrastructure Finance Authority of Arizona."

7.9. Entire Agreement. This Agreement and any attached Exhibits shall constitute the entire agreement of the Parties relating to the Award and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral, or written.

Exhibit A	Grant Application
Exhibit B	Board Resolution
Exhibit C	Scope of Work
Exhibit D	General Terms and Conditions
Exhibit E	Federal Provisions
Exhibit F	Affidavit
Exhibit G	Reimbursement Request & Monthly Reporting Form
Exhibit H	Partnership Certification (*if applicable*)

ARTICLE VIII - Certification & Signatures

The Grantee, CITY OF BUCKEYE, hereby accepts this Agreement according to the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

I further certify that the Scope of Work complies with all applicable state, local, and federal laws and regulations, and that I am authorized to enter into and sign a binding Agreement with the Authority

By:_____ Date:_____
Signature

_____
Print Name and Title

For: CITY OF BUCKEYE Tax ID No.:_____
Grantee Name

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or officials, all as of the date first above written.

Signature	Signature
Chuck Podolak Printed Name	Printed Name
Director, Water Infrastructure Finance Authority Title	Title
Date	Date

EXHIBIT A
Application

[See attached]

Applications: Buckeye Natural Turf Removal Rebate Program

Profile
rroach@buckeyeaz.gov

2. Entity Name:
City of Buckeye

I. General Information

1. Title of Project:
Buckeye Natural Turf Removal Rebate Program

2.Type of Conservation Activity (A.R.S. § 49-1332(B)):
Programs and projects that reduce water use Per A.R.S. 49-1332(B)(2)

Note: for the purpose of the application, the term project and program will be referred to as “conservation activity”

3. Is this for an individual Water Conservation Project or a general Water Conservation Program?
Water Conservation Program

Please describe the specific components that make it a program.
This is a water conservation program established by the City of Buckeye to encourage water conservation through a rebate program for the removal of natural turf by any City of Buckeye water customer.

4. What is the location of conservation activity?

City
Buckeye

County
Maricopa

Program/Project Congressional District (check all that apply)
9

Program/Project Legislative District (check all that apply)
25

Watershed
Hassayampa/ West Salt River Sub Basins

Active Management Area (if applicable):
Phoenix

Irrigation Non-Expansion area (if applicable):

5.Conservation Activity Cost

Amount requested from the WCGF for this activity:
100,000

Amount of matching funds:
25,000

Total conservation activity cost:
125,000

When applying for the grant, note that a single water conservation program grant may not exceed

$3,000,000. A single water conservation project grant may not exceed $250,000. The WCGF requires at least a twenty-five percent match for each water conservation program or project.

6. What is the estimated water savings in acre-feet per year?

16

Explain calculation:

The Buckeye Water Service Area holds approximately 350 Acres of natural turf. The Buckeye Water Resources Department hopes to incentivize the replacement of a minimum of 3.3 acres of natural turf with artificial turf or desert landscaping (to include rock). This would amount to a total water savings of up to 16 AFY. This amount assumes that all participating customers will choose a removal option costing an average of $1.75/SF. Our calculations of savings are as follows: - 43,560 SF. = 1 acre - 3.3 acres x 43,560 SF. = 143,748 SF - 1,600,000 gallons (Texas A&M University) = 1 acre/year - 1,600,000 gallons per acre per year / 43,560 SF = 36.73 gallons per SF/year - 143,748 SF x 36.73 gallons of water/SF = 5,279,864 gallons - 1 AF = 325,851 gallons (U.S. Department of Agriculture) - 5,279,864 / 325,851 = 16 AFY - 16 AFY x 25 years = 400 AF savings - $125,000 total project funding - $125,000 / 400 AFY Savings = $312.50 cost/AF

7. What is the expected duration of the conservation activity?

The Buckeye Water Service Area holds approximately 350 Acres of natural turf. The Buckeye Water Resources Department hopes to incentivize the replacement of a minimum of 3.3 acres of natural turf with artificial turf or desert landscaping (to include rock). This would amount to a total water savings of up to 16 AFY. This amount assumes that all participating customers will choose a removal option costing an average of $1.75/SF. Our calculations of savings are as follows:

- 43,560 SF. = 1 acre
- 3.3 acres x 43,560 SF. = 143,748 SF
- 1,600,000 gallons (Texas A&M University) = 1 acre/year
- 1,600,000 gallons per acre per year / 43,560 SF = 36.73 gallons per SF/year
- 143,748 SF x 36.73 gallons of water/SF = 5,279,864 gallons
- 1 AF = 325,851 gallons (U.S. Department of Agriculture)
- 5,279,864 / 325,851 = 16 AFY
- 16 AFY x 25 years = 400 AF savings
- $125,000 total project funding
- $125,000 / 400 AFY Savings = $312.50 cost/AF

In the State of Arizona, alternative removal options can cost as low as $.90 per square foot. If all participating customers choose a lower cost removal method, the city could remove up to 5.1 acres of natural turf and have a water savings of up to 25 AFY. Staff administering the program will educate customers on the various methods and their pricing. Our calculations of savings are as follows:

- 43,560 SF. = 1 acre
- 5.1 acres x 43,560 SF. = 222,156 SF
- 1,600,000 gallons (Texas A&M University) = 1 acre/year
- 1,600,000 gallons per acre per year / 43,560 SF. = 36.73 gallons per SF/year
- 222,156 SF x 36.73 gallons of water/SF = 8,159,789 gallons
- 1 AF = 325,851 gallons (U.S. Department of Agriculture)
- 8,159,789 / 325,851 = 25 AFY
- 25 AFY x 25 years = 625 AF savings
- $125,000 total project funding
- $125,000 /625 AFY Savings = $200.00 cost/AF

The City of Buckeye currently maintains a smaller scale Turf Removal Rebate program ($25,000 annual budget) that will continue indefinitely, or until otherwise determined. The funds awarded by this grant will allow the city to expand the existing program by incentivizing larger natural turf grass removals, such as those maintained by the City's many large landowners. Therefore, it is reasonably expected that the funds under this grant would be expended within three years.

II. Conservation Activity Benefits and Results

8. What is the water conservation activity you propose to fund with grant monies? Describe in detail.
Awarded grant monies will be used by the City of Buckeye Turf Removal Rebate program to provide rebates to qualified city water customers for the removal of natural turf that is replaced with desert landscaping or artificial turf. The money will not be used for any other conservation program activity.
The turf removal rebates will be awarded to turf removals, and to turf removals replaced with artificial turf or desert landscaping as provided in the Arizona Municipal Water Users Association (AMWUA) Plant List or the Arizona Department of Water Resources (ADWR) Phoenix AMA Low Water Use Plant List as follows:

The city will provide customers with a rebate equal to 50% of their total removal cost, or a max amount based on the rate of $1.75 per square foot, whichever is lower. For example:
• A customer wishing to remove 1,180 square feet of natural turf can receive a rebate up to $1,032.50. If the customer's cost was $.95 per square foot (less than the model rate), then their total bill would be $1,121 and their rebate would equal $560.5.
• If the same customer removes 1,180 square feet of natural turf and their removal cost is $3,127 (a rate of $2.65 per square foot), then their rebate amount would be for the preset max amount of 50% based on the average rate of $1.75 per square foot, $1,032.50.

9. What is the source of the water that will be conserved? If it is mainstem Colorado River water or Colorado River water delivered through the Central Arizona Project, please clearly indicate so.
The City of Buckeye is almost completely reliant on groundwater. It is the city's groundwater that will be conserved.

10. Describe the community (population size, demographics, principal economic activities, etc.) impacted by the conserved water.
Buckeye is a rural area with population clusters totaling approximately 120,000 residents across 37,486 households spread over 640 sq. miles. Buckeye's main ethnic breakdown is 46% Latino, 42% White, and 5.6% Black. The United States Census Bureau reports a median household income of $84,568, with 8% of the population below poverty level. However, the majority of the high wage earners live in the Verrado community situated in the northeast corner of the city's limits. This community is served by a private water utility (EPCOR). Most of the City of Buckeye Water Resource Department's water customers are located in lower to average income neighborhoods.
Portions of Buckeye have been federally identified as historically disadvantaged as to transportation, health, equity, environmental indicators, Risk Management Plan (RMP) facility proximity, wastewater discharge, flood risk, education, income, socioeconomic indicators, unemployment, and a high level of vulnerability to negative effects caused by external stresses on human health.
Valencia, located in central Buckeye, is a federally recognized historically disadvantaged and underserved community. By awarding this grant, Buckeye is endeavoring to positively impact this community by providing incentives to choose landscapes that are cheaper for the customer to maintain, and that will conserve water for the system as a whole.

11. What is the extent to which your water conservation activity achieves one or more of the following (select all that apply):
Long-term reductions in water use, Improvements in water use efficiency, Improvements in water use efficiency

Describe:
Long term reductions in water use
The removal of natural turf, a high-water use landscape, in favor of artificial turf or desert landscaping is typically a permanent conversion. Transfer of property ownership is unlikely to result in the replanting of high-water usage plants due to (a) the upfront cost of such a remodel, (b) the absence of incentives to convert, and (c) the city's tiered water rate structure which discourages increased water usage.
Improvements in water use efficiency
Removing natural turf would decrease each applicable customer's annual water use considerably. Customers choosing artificial turf or rocks as a replacement would eliminate their irrigation water use. Customers choosing desert landscaping would decrease their water usage by at least 2 AFY, depending on the square footage of the applicable area and the extent of desert landscaping chosen.
Improvements in water reliability
Because the City is nearly completely reliant on groundwater, summer months present a greater challenge for Buckeye than many other Arizona cities. Often, the City is forced to re-route water supply to make up for lower producing systems which is costly and inefficient. Reducing irrigation usage across our customer base will result in notable reductions to our summer water production demands. Not only does this conserve the City's water supply, but it reduces pressure and wear on the City's infrastructure, which is significantly taxed during summer months.

12. What is the extent to which your water conservation activity addresses one of more of the following:
Water supply shortages, Reliance on non-renewable water supplies, Groundwater depletion

Describe:

Water Supply Shortages – As referenced above, the City faces water supply shortage issues every summer. If awarded this grant, the City will be able to increase its rebate amounts for turf removal, thereby giving residents, HOAs, and business owners a far greater incentive to reduce their high water bills and choose a more sustainable landscape. During the grant performance period of 3 years, a savings of 48 AF to 75AF of water could be obtained (and 1600 AF to 2500 AF over a 100-year period) by the support of this grant and would have a remarkable positive impact on the strain the City's water system and water supply experience during summer months.

Reduction of Reliance on Non-Renewable Supplies - The City works tirelessly to recharge and reuse as much effluent as possible. Methods for increasing annual recharge and reuse amounts are constantly evaluated and, after evidenced to be effective and within budget, such improvements are implemented. Continued improvement to recharge and reuse activities is of great benefit to the City's aquifers and long-term availability of water. Additionally, it is programs like this one that garner the public's buy-in and participation in water conservation that has a more meaningful and immediate impact on the aquifers.

Groundwater Depletion - Reducing the City's water demand during the performance period of this grant by 48 AF to 75 AF (1600 AF to 2500 AF over a 100-year period) would be a significant savings to the City's groundwater supply. Combining this reduction with the City's ongoing commitment to recharging the aquifer would be the first of many high-impact methods to preserve the Hassayampa Sub-Basin, which the Arizona Department of Water Resources has recently reported to have 15% less water supply than necessary to sustain the projected growth in our area over the next 100 years. As a result, ADWR has halted the issuance of CAWS pending substantial course corrections, which is also having a negative impact on development and growth of a region in need of expanded services and access to goods. This rebate program is a step in the right direction toward rectifying the challenges currently faced by this sub-basin.

13. How will your water conservation activity align with a local, regional, or statewide water plan or integrated resource management plan?

This conservation activity directly aligns with the Buckeye Water Resources Master Plan by establishing policies and programs designed to decrease the City's reliance on groundwater. Additionally, the City has been preparing for the 5th management plan for the Phoenix AMA which includes mandatory conservation requirements.

14. What are the costs and benefits of your water conservation activity, including any environmental impacts?

The average cost of removing grass in Arizona is $1.75 per square foot. This cost is incurred by the applicant water customer. The cost to the City of Buckeye is based on the square footage and cost of removal of the natural turf removal (see #8 of this application).

As outlined in previous answers, the benefit to the customer is a reduced water bill. The significance of the reduction will depend on the acreage of natural turf removed. For many customers, removal of the natural turf will drop the customer into a lower rate tier, which will result in considerable savings. The benefit to the City is reduced water demand (estimated at 1600 AF to 2500 AF over a 100-year period), increased water conservation, reduced supply strain during summer months, reduced need to re-route water supplies, reduced operating costs, and reduced strain on the aquifer, which will result in greater impact of recharge and health of the aquifer.

15. How will you measure the effectiveness of the conservation activity?

The City employs advanced monitoring software that allows employees and customers to monitor individual account usage. As part of the program, the city's conservation team will monitor approved customers' Advanced Metering Infrastructure (AMI) reports to track daily usage changes before and after the completion of the natural turf removal. This will allow the city to collect real data on the effectiveness of the program, and to identify program adjustments that will increase participation.

III. Funding Sources

16. If your water conservation activity is eligible for funding from WIFA's Long-Term Water Augmentation Fund or Water Supply Development Fund, does the nature of your conservation activity make funding from those funds impractical, and why?

This program is not eligible for funding under the Long-Term Augmentation Fund or Supply Development Fund as it can only preserve the city's existing water supply. It cannot increase the water supply.

17. Would the conservation activity be otherwise implemented without this grant funding? Explain.

The Turf Removal Rebate Program is already active and available to our water customers. However, the City lacks the funding to make the rebates worth the cost of turf removal to all our customers. This has resulted in low participation of customers with small lawns, and no participation of customers with large lawns where the impact would be greatest. The proposed match funds for this grant are the full funds the City has available for the program. If awarded this grant, the City will be able to make its rebate amounts higher and more in-line with identical rebate programs in other cities (see #8 of this application).

18. To what extent will your water conservation activity maximize or leverage multiple available funding sources, including federal funding?

Currently, Buckeye Water Conservation fiscal year budgeted funds of $25,000 are the only other funding source for this program. Research to this point has revealed no alternative funding sources.

19. Are there cost-sharing opportunities with other applicants or other parties? Explain.
Since this program is restricted to the Buckeye water service area, it is not practical to partner with another entity.

20. What is the source and amount of the match (including in-kind match)?
The match funding source is the Buckeye Water Resources Department enterprise fund and amounts to $25,000.

IV. Capacity, Feasibility, & Public Comment

21. What qualifications and capacity do you have for completing your proposed water conservation activity? Include any past managerial deficiencies and provide the name(s) and qualifications of the individual(s) or entities who will be managing this activity.
Buckeye Water Conservation began the Turf Removal Rebate Program over 4 years ago. Several HOA managers inquired about increased turf rebates to make such an undertaking worthwhile to them but the city lacks the funding. However, the internal processes as well as staff to manage the program are already in place.
The City will continue management of this program as follows:
Water Resources Manager: Bobby Anastasov, Water Resources Manager for the City of Buckeye.
Bobby has more than 20 years of experience in the water industry. As the Water Resources Manager, Bobby oversees Mdgouhs Ali's work in the city's Conservation Program and:
• Creates and implements the city's short and long-term actions for water recharge, reclamation, and drought management.
• Manages the city's regulatory requirements, ensuring the highest standards are always met.
• Manages and plans the expansion of the city's water portfolio with the goal of decreasing the city's dependency on groundwater.
Program Manager: Mdgouhs Ali, Buckeye Water Conservation Coordinator for the City of Buckeye.
Mdgouhs has worked in the City of Buckeye Water Conservation Program for the last two years. In that time, Mdgouhs has developed expertise in understanding the unique needs of Buckeye, Arizona's water conservation and preservation. Mdgouhs:
• Conducts high usage audits of customer accounts.
• Educates customers on more efficient water use habits.
• Assists customers with locating and repairing leaks.
• Helps customers learn how to use and understand their individual AMI accounts in the Advanced Customer Portal (ACP).
• Manages the Turf Removal and Smart Irrigation Controller Rebate programs.
• Maintains the city's Conservation Plan.

22. Will there be significant management impacts as the result of the proposed conservation activity, or any technology associated with the conservation activity? (For example: additional costs or staffing requirements)
No, the City will not require additional staff or resources to implement and manage this program.

23. Will the proposed conservation activity promote collaborative partnerships to address water-related issues? Explain.
This program will not create new collaborations; however, it will serve to boost existing public interest and outreach opportunities. Additionally, this initiative will partner well with existing efforts such as the City's existing collaboration with the cities of Surprise and Goodyear to host 12 water saving classes per year to discuss items such as landscape and watering techniques to conserve water.

24. What is the stakeholder involvement in the conservation activity planning process?
The Buckeye water conservation team, with assistance from the other City divisions and departments, was able to identify older master planned communities within the City's service area that were built prior to the development of landscaping restrictions within City ordinances. These communities and commercial properties are the City's primary target, as well as the City's customer base, that is most concerned about their high water bills.
If awarded, Buckeye staff will manage the improved program from the point of application through to post-removal usage tracking. Buckeye staff will also increase advertising of the program through the City's community publications, social media sites, and numerous public outreach events.

25. Will the proposed conservation activity include public outreach and opportunities for the public to learn about the conservation activity? Explain.
Yes. In addition to the Buckeye water conservation team, other City departments (Community Services, Economic Development Business Retention, the City Manager's Office, Marketing and Communications, and the Mayor and Council's office) will assist with advertisement of the program and its benefits. Examples of outreach include, but are not limited to:
• City publications (Eye on Buckeye, Buckeye Recreation Newsletter)
• Social media posts
• Flyers at City facilities, HOAs, community centers, libraries and businesses
• Billing inserts
• Alert messaging on the Customer Self Service portal
• Conservation classes and workshops
• Outreach events at schools, expos, community events, and Town Halls

26. Is there community and/or sector support for the conservation activity? Explain.
Yes. The city has fielded many requests for an improved rebate program that would offer greater reward for larger projects. Additionally, the Mayor of Buckeye and its Council members are committed to creating a sustainable community capable of ensuring adequate and quality water supply to Buckeye citizens. As such, they are in full support of all conservation programs, particularly those that provide financial relief to water customers making a tangible effort to join the City in its sustainability initiatives.
Please see attached letters of support from the Mayor of Buckeye and a local HOA.

27. How feasible is it to complete your water conservation activity? Explain.
Completion of this program is entirely feasible for the following reasons:
• The city already has a similar program already in existence, but on a smaller scale, thus the city has the experience, resources, and relationships necessary to successfully administer the program.
• Feedback from the community has been that participation would increase if the City could offer a higher and more reasonable rebate amount.
• Justification for the cost saving benefits to the customer already exists and is supported by the City's tiered rate structure.
• There are more than 350 acres of natural turf within the city's service area, which translates into high, cost saving demand among our customer base.

28. If the conservation activity is a continuation of ongoing activities, has the activity been shown to be effective? If a new activity, has the proposed project, technology, or technique previously been implemented?
This conservation activity has been proven effective throughout Arizona, and especially in the Phoenix Active Management Area due to the warmer, drier springs and summers. The City of Buckeye's current residential turf removal rebate program approved approximately 8 turf removal/replacement projects for rebates, which removed a total of 3,870 SF of natural turf. The proposed new, more beneficial rebate schedule, through the support of this grant, will encourage more active participation.

29. Will the proposed conservation activity implement an established Best Management Practice? Explain.
Yes, this activity will implement the best management practice from the Phoenix AMA 4th Management Plan BMP No. 6.15 Non-Residential Landscape Conversion Rebate or Incentive Program, which states, "The water provider offers non-residential customers in its service area a financial rebate or other incentive for the conversion of landscape to reduce water usage. Examples include replacing grass with xeriscape or converting a high-water-use landscape to a low-water-use landscape. Educational information about landscape conversions must be provided to customers. The type and number of rebates provided, total amount rebated per type, square feet of grass removed (if applicable), and actual water savings one year pre-and post-rebate per type of rebate must be reported in the provider's CER".

Additional Supporting Documentation (pdf, jpg, word, excel)
Buckeye Water Resources Master Plan.pdf

Additional Supporting Documentation (pdf, jpg, word, excel)
FULL FINAL PHX AMA BMP Rebate Plan.pdf

Additional Supporting Documentation (pdf, jpg, word, excel)
8.15.2023 Mayor LOS WIFA.pdf

Additional Supporting Documentation (pdf, jpg, word, excel)
WMV Letter of Support.pdf

Additional Supporting Documentation (pdf, jpg, word, excel)
WIFA WCGF Buckeye Turf Removal Budget.xlsx

Budget Status
I have completed the Budget Worksheet

Did you include indirect costs in your budget?
No

Average Score

# of Reviews
0

# of Denials
0

Additional Information

Please use the following link to view the Budget

Budget Worksheet

View Budget Worksheet
https://portal.ecivis.com/#/peerBudget/A3A306BC-1EA0-49E3-987A-336D715F1346

Application Goals

View Application Goals
https://portal.ecivis.com/#/peerGoals/3D880CDD-651D-45B0-9C8A-0D9C6B099F9A

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EXHIBIT B
Board Resolution

[See attached]

Grant Resolution 2024-132–City of Buckeye

Water Infrastructure Finance Authority of Arizona

Section 1: Resolution

WHEREAS, the Water Infrastructure Finance Authority of Arizona (the "*Authority*") has received from the City of Buckeye (the *"Local Grantee"*) a request (the "*Grant Application*") for the Water Conservation Grant Fund (the "*Grant*"); and

WHEREAS, the Authority has determined that the Local Grantee has met the applicable requirements of the American Rescue Plan Act ("ARPA"), and Arizona Revised Statutes §§ 41-2702 et seq. and 49-1331 et. seq.; and

WHEREAS the terms and conditions under which the Grant will be made, and the obligations of the Local Grantee will be set forth in a grant agreement (the "*Grant Agreement*") to be executed by the Local Grantee and the Authority.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AUTHORITY AS FOLLOWS:

The Board approves the Grant Application.

The Director of the Authority is hereby authorized and directed to execute the Grant Agreement with the Local Grantee to evidence a Grant in accordance with all applicable laws, the Grant Application, and the Summary detailed in Section 2 of this Grant Resolution.

The Director and other Authority officials, as appropriate, are authorized and directed to sign any document and take such actions as necessary and appropriate to consummate the transactions contemplated by this Resolution.

This Resolution shall take effect immediately.

Dated: January 17, 2024

By: David Beckham
David Beckham (Jan 19, 2024 14:30 MST)
Chairman

Section 2: Summary

2.1 Grant Number

WC4-160-2024

2.2 Description

The water conservation activity involves establishing a rebate program for the removal of natural turf by City of Buckeye water customers. The turf removal rebates will be for turf removals and conversions to artificial turf or desert landscaping.

2.3 Grant Amount Requested

$100,000

EXHIBIT C
Scope of Work

Program/Project Title:	Buckeye Natural Turf Removal Rebate Program
Grant Award:	$100,000.00
Match Amount and Source of Match (Cash and/or In-kind):	*(Breakdown the amount of cash and/or in-kind match being provided)* Match: $25,000.00 CASH: IN-KIND:
Scope of Work:	
Purpose of project/program:	
The water conservation activity involves establishing a rebate program for the removal of natural turf by City of Buckeye water customers. The turf removal rebates will be for turf removals and conversions to artificial turf or desert landscaping.	

Scope of Work Schedule

Estimated grant draws by month for the fiscal period beginning November 2023 and ending June 2026

Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
N/A	N/A	N/A	N/A	$	$
Jan-24	**Feb-24**	**Mar-24**	**Apr-24**	**May-24**	**Jun-24**
$	$	$	$	$	$

Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24
$	$	$	$	$	$
Jan-25	**Feb-25**	**Mar-25**	**Apr-25**	**May-25**	**Jun-25**
$	$	$	$	$	$

Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25
$	$	$	$	$	$
Jan-26	**Feb-26**	**Mar-26**	**Apr-26**	**May-26**	**Jun-26**
$	$	$	$	$	$

Total $ -

Note all grants must adhere to the following benchmarks as described in section 2.6.3 of this grant agreement.

- *Expend 5% of the Award by December 2, 2024.*
- *Expend 50% of the Award by December 31, 2025.*
- *Expend 75% of the Award by March 31, 2026.*

Scope of Work Schedule Narrative:
(Describe timelines, expectations of when projects will start/complete, etc.)

EXHIBIT D
General Terms and Conditions

All defined terms used herein that are not otherwise defined or described herein, shall have the meanings ascribed to them in the Agreement attached hereto.

1. Agreement Interpretation.

1.1. Captions and Headings. The captions and headings contained in this Agreement are included for convenience of reference only and are not intended to limit or enlarge the terms of this Agreement.

1.2. Choice of Law. The substantive laws of Arizona shall govern the interpretation, validity, performance and enforcement of this Agreement. A tribal government, by executing this Agreement, hereby waives any defense it may have of tribal sovereign immunity for the limited purpose of providing for the enforcement of this Agreement in accordance with its terms.

1.3. Date Calculation. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

1.4. Implied Agreement Terms. Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.

1.5. Order of Precedence. In the event of a conflict in the provisions of the Agreement, as accepted by the Grantee and the Authority, and as they may be amended from time to time, the following shall prevail in the order set forth below:

1.5.1. Federal provisions;
1.5.2. Agreement Amendments;
1.5.3. Agreement; then
1.5.4. General Terms and Conditions.

1.6. Relationship of Parties. Neither Party to this Agreement shall be deemed to be the employee or agent of the other Party to the Agreement.

1.7. Severability. If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

1.8. Third-Party Rights. Nothing in this Agreement is intended to create any third-party beneficiary rights; and Grantee and the Authority expressly state that this Agreement does not create any third-party rights of enforcement.

1.9. Waivers. No term or provision hereof will be considered waived by either Party, and no breach is excused or consented to by either Party, unless such waiver or consent is in writing and signed on behalf of the Party against whom the waiver is asserted. No express or implied consent by either Party to, waiver of, or failure of a Party to enforce its rights with respect to a breach by the other Party shall constitute consent to or, waiver of any subsequent or other breach by the other Party. Neither the failure nor the delay of the Authority to exercise any right, power or privilege under this Agreement

shall operate as a waiver thereof or shall any single or partial exercise of any right, power or privilege preclude any further exercise of any other right, power or privilege.

2. Agreement Administration and Operation.

2.1. Accounting. Grantee shall maintain for the purposes of this Agreement an accounting system or procedures and practices that conforms to generally accepted accounting procedures.

2.2. Audits and Inspections. The Authority shall have the right of access to records of the Grantee in order to conduct audits or other investigations. Upon request, the Authority's authorized representatives shall be provided with access and shall have the right to examine all documents, financial records, facilities, and activities related to Grantee's performance of this Agreement and to the receipt and expenditure of the Award. Grantee agrees to rectify issues identified in audits within the Authority prescribed time periods. Failure to comply with the request for audit or inspection, or a lack of documentation and records, is cause for termination of this Agreement or withholding of future disbursements.

2.3. Audit Exceptions. If federal or state audit exceptions are made relating to this Agreement, Grantee shall reimburse all costs incurred by the State of Arizona and the Authority associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees, travel costs, penalty assessments, and all other costs of whatever nature. Immediately upon notification from the Authority, Grantee shall reimburse the amount of the audit exception and any other related costs directly to the Authority as specified by the Authority in the notification.

2.4. Procurement. Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. The Authority may review any procurement solicitations that Grantee issues. The Authority's review and comments will not constitute an approval of the solicitation. Regardless of the Authority's review, the Grantee remains bound by all applicable laws, regulations, and Agreement terms. If during its review, the Authority identifies any deficiencies, then the Authority shall communicate those deficiencies to the Grantee within seven (7) business days.

2.5. Retention. Pursuant to A.R.S. § 35-214 and 35-215, Grantee shall retain all records relating to this Agreement for a period of five years from the date of final payment to Grantee or as required by applicable law, whichever is longer.

3. Insurance. Grantee and its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Grantee, its agents, representatives, employees or subcontractors.

3.1. The Insurance Requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Grantee from liabilities that arise out of the performance of the work under this Agreement by the Grantee, its agents, representatives, employees or subcontractors, and the Grantee is free to purchase additional insurance.

3.2. Minimum Scope and Limits of Insurance. Grantee shall provide coverage with limits of liability not less than those stated below.

3.2.1. Commercial General Liability (CGL) – Occurrence Form. Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Damage to Rented Premises $50,000
- Each Occurrence $1,000,000

3.2.1.1. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Grantee.

3.2.1.2. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

3.2.2. Business Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

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

3.2.2.1. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Grantee involving automobiles owned, hired and/or non- owned by the Grantee.

3.2.2.2. The policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

3.2.3. Workers' Compensation and Employers' Liability.

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident $1,000,000
  - Disease – Each Employee $1,000,000
  - Disease – Policy Limit $1,000,000

3.2.3.1. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

3.2.3.2. This requirement shall not apply to any entity that is exempt under A.R.S. § 23-901, and when such entity executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

3.3. Additional Insurance Requirements. The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

3.3.1. The Grantee's policies, as applicable, shall stipulate that the insurance afforded the Grantee shall be primary and that any insurance carried by the Authority, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621(E).

3.3.2. Insurance provided by the Grantee shall not limit the Grantee's liability assumed under the indemnification provisions of this Agreement.

3.4. Notice of Cancellation. Applicable to all insurance policies required within the Insurance Requirements of this Agreement, Grantee's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Grantee must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

3.5. Acceptability of Insurers. Grantee's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Grantee from potential insurer insolvency.

3.6. Verification of Coverage. Contractor shall furnish the Authority with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Grantee has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates. All such certificates of insurance and policy endorsements must be received by the State before work commences. The Authority's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement. Each insurance policy required by this Agreement must be in effect at, or prior to, commencement of work under this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of the Agreement. All certificates required by this Agreement shall be sent directly to the Authority. The State of Arizona project/Agreement number and project description shall be noted on the certificate of insurance. The Authority reserves the right to require complete copies of all insurance policies required by this Agreement at any time.

3.7. Subcontractors. Grantee's certificate(s) shall include all subcontractors as insureds under its policies or Grantee shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Authority reserves the right to require, at any time throughout the life of this contract, proof from the Grantee that its subcontractors have the required coverage.

3.8. Exceptions. In the event the Grantee or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self- insurance. If the Grantee or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

4. Certifications Required by State Law.

4.1. If the Grantee is a Company as defined in A.R.S. § 35-393, the Grantee certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. § 35-393 and will refrain from any such boycott for the duration of this Agreement.

4.2. The Grantee further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.

4.3. Immigration Laws. Grantee certifies and warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges that any contractor or subcontractor who is contracted by Grantee to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A). Any breach of this warranty shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement. The Authority retains the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in this paragraph and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection.

4.4. Non-Discrimination. Grantee certifies and warrants that it shall comply with the provisions of State Executive Order 2009-9. In performing this Agreement, Grantee shall not, and shall ensure that any and all contractors, subcontractors, employees, agents, volunteers, officers, officials, directors, volunteers, and affiliates, also shall not discriminate, harass, or allow harassment against any person on the basis of sex, race, color, ancestry, religious cred, national origin, physical disability, mental disability, medical condition, age, marital status, or any other basis prohibited under law. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

5. Reversion of Remaining Funds. Upon expiration or termination of this Agreement, Grantee shall transfer to the Authority any unexpended funds provided to Grantee by the Authority under this Agreement.

Acknowledgment

The Grantee, CITY OF BUCKEYE, hereby acknowledges and accepts the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

By:_____ Date:_____
Signature

_____
Print Name and Title

For: CITY OF BUCKEYE Tax ID No.:_____
Grantee Name

EXHIBIT E
Federal Provisions

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Grantee provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Grantee's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance.

Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. The assurances apply to all federal financial assistance from, or funds made available through the Department of the Treasury, including any assistance that the Grantee may request in the future. The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Grantee's program(s) and activity(ies), so long as any portion of the Grantee's program(s) or activity(ies) is federally assisted in the manner prescribed above.

All defined terms used herein that are not otherwise defined or described herein, shall have the meanings ascribed to them in the Agreement attached hereto.

ARTICLE I - ARPA Terms and Conditions

1.1. Accounting. Grantee shall maintain for the purposes of this Agreement an accounting system or procedures and practices that conforms to Generally Accepted Accounting Principles. As defined by 2 C.F.R. Part 200, Subpart A, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board and the Financial Accounting Standards Board.

1.2. Use of Funds. Grantee understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

1.3. Capabilities. Grantee will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

1.4. Reporting. The Grantee agrees to comply with any reporting obligations established by Treasury as they relate to this award.

1.5. Maintenance of and Access to Records. Grantee shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. The Treasury Office of the Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee in order to conduct audits or other investigations. Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

1.6. Pre-Award Costs. Pre-award costs are allowable only to the extent permitted in 2 C.F.R. § 200.458. Pursuant to the Treasury's SLFRF FAQ, Section 2.6, the ARPA final rule permits funds to be used to cover costs incurred beginning on March 3, 2021. Pre-award costs shall be allowable subject to the terms and conditions of the Agreement.

1.7. Administrative Costs. Grantee may use funds provided under this award to cover both direct and indirect costs.

1.8. Compliance with Applicable Law and Regulations. Grantee agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation, the following:

1.8.1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

1.8.2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

1.8.3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

1.8.4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

1.8.5. Grantee Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

1.8.6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

1.8.7. New Restrictions on Lobbying, 31 C.F.R. Part 21.

1.8.8. Generally applicable federal environmental laws and regulations.

1.9. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

1.9.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

1.9.2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

1.9.3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;

1.9.4. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; and

1.9.5. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

1.10. Remedial Actions. In the event of Grantee's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

1.11. False Statements. Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

1.12. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Grantee] by the U.S. Department of the Treasury."

1.13. Debts Owed the Federal Government. Any funds paid to Grantee: (1) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Grantee shall constitute a debt to the federal government. Any debts determined to be owed the federal government must be paid promptly by Grantee. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Grantee knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

1.14. Disclaimer. The United States expressly disclaims all responsibility or liability to Grantee or third persons for the actions of Grantee or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. The acceptance of this award by Grantee does not in any way establish an agency relationship between the United States and Grantee.

1.15. Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of

gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the paragraph above includes the following:

1.15.1. A member of Congress or a representative of a committee of Congress.

1.15.2. An Inspector General.

1.15.3. The Government Accountability Office.

1.15.4. A Treasury employee responsible for contract or grant oversight or management. An authorized official of the Department of Justice or other law enforcement agency;

1.15.5. A court or grand jury; or

1.15.6. A management official or other employee of Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

1.15.7. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

1.16. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1.17. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

ARTICLE II – Civil Rights Compliance

2.1. Grantee ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2.2. Grantee acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and

agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Grantee's programs, services, and activities.

2.3. Grantee agrees to consider the need for language services for LEP persons when Grantee develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov. OMB Approved No. 1505-0271 Expiration Date: April 30, 2025.

2.4. Grantee acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and Grantee's successors, transferees, and assignees for the period in which such assistance is provided.

2.5. Grantee acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Grantee and the Grantee's sub-grantees, contractors, subcontractors, successors, transferees, and assignees: The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Grantees of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

2.6. Grantee understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Grantee, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

2.7. Grantee shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Grantee shall comply with information requests, on-site compliance reviews and reporting requirements.

2.8. Grantee shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Grantee also must inform the Department of the Treasury if Grantee has received no complaints under Title VI.

2.9. Grantee must provide documentation of an administrative agency or court's findings of non-

compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other OMB Approved No. 1505-0271 Expiration Date: April 30, 2025, agreements between the Grantee and the administrative agency that made the finding. If the Grantee settles a case or matter alleging such discrimination, the Grantee must provide documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, please so state.

2.10. If the Grantee makes sub-awards to other agencies or other entities, the Grantee is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of subrecipients. The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law. Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Grantee's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Grantee is in compliance with the aforementioned nondiscrimination requirements.

ARTICLE III - Conflicts of Interest Acknowledgment

3.1. Conflicts of Interest. Grantee understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity (program or project) funded under this award. Grantee must disclose in writing to the Authority, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

3.1.1. The Grantee must maintain standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.

3.1.2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

3.1.3. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. However, Grantees may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

ARTICLE IV - Debarment and SAM.GOV Certification

4.1. The Grantee certifies that, neither the Grantee nor any owner, partner, director, officer, or principal of the Grantee, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

4.1.1. Is presently debarred, suspended, proposed for debarment, and declared ineligible or

voluntarily excluded from covered transactions by any federal or state department/agency;

4.1.2. Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

4.1.3. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

4.1.4. Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

4.2. The Grantee is "Actively" registered with SAMS (Service for Award Management) and has been assigned the following UEI Number: _____ found at www.sam.gov. Include date SAM.GOV registration begins and ends _____.

4.3. The Grantee further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

ARTICLE V - Lobbying Certificate Disclosure

5.1. For each bid, request for reimbursement, or offer, that exceeds $100,000, the Grantee certifies, to the best of his or her knowledge and belief, that:

5.1.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

5.1.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

5.1.3. The Grantee shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

5.2. This certification is a material representation of the fact upon which reliance was placed when this

transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by 31 CFR Part 21.

ARTICLE VI - Audit Statement

6.1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

6.2. If Grantee expends more than seven hundred and fifty thousand dollars ($750,000) in federal awards during a fiscal year, Grantee will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements and Grantee must:

6.2.1. Provide a copy of Grantee's single audit in the eCivis file reporting area; and

6.2.2. Upload a copy of Grantee's alternative audit or financial budget audit in the eCivis file reporting area.

ARTICLE VII – Non-supplanting Certification

7.1. Supplanting. Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If the Authority has reason to believe supplanting has or will occur, the Grantee shall supply documentation demonstrating that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

7.2. Certification. By signing this Agreement, the Grantee certifies that any funds awarded under this Agreement shall be used to supplement existing funds for activities contemplated under this Agreement and will not supplant or replace nonfederal funds that have been appropriated for the purposes and goals of the Agreement.

7.3. Penalties. The Grantee understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds awarded under the Agreement, suspension or debarment from federal grants, recoupment of monies provided under this Agreement, and civil and/or criminal penalties.

ARTICLE VIII – Miscellaneous

8.1. Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. Grantee shall take affirmative steps to solicit and include small, minority, and women owned businesses, when possible, in an effort to encourage participation and fair competition in providing supplies/services described in this solicitation. As set forth in 2 C.F.R. § 200.321(b)(1)-(5), such affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum

participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. If subcontracts are to be let, Grantee shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used as required by 2 C.F.R. § 200.321.

ARTICLE IX - Acknowledgment

The Grantee, CITY OF BUCKEYE, hereby acknowledges and accepts the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

By:_____ Date:_____
Signature

_____
Print Name and Title

For: CITY OF BUCKEYE Tax ID No.:_____
Grantee Name

EXHIBIT F
Affidavit

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] _____ and the duly authorized representative of the Grantee and that I possess the legal authority to make this Affidavit on behalf of myself and the Grantee for which I am acting.

AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, nor any of its officers, directors, partners, or any of its employees, if any and as applicable, directly involved in obtaining or performing under agreements, contracts, loans, grants, or awards with public bodies, has been convicted of, or has had probation before judgment imposed, or has pleaded nolo contendere to a charge or bribery, attempted bribery, or conspiracy to bribe in violation of Arizona law, or the law of any other state, or federal law, except as follows ***[indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the Grantee]:***

_____
_____
_____
_____

AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, nor any of its officers, directors, partners, or any of its employees, if any and as applicable, directly involved in obtaining or performing under agreements, contracts, loans, grants, or awards with public bodies, has:

1. Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.

2. Been convicted of any criminal violation of a state or federal antitrust statute.

3. Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961, et seq., or the Mail Fraud Act, 18 U.S.C. § 1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract.

4. Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), or (3) above.

5. Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

6. Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts, or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows ***[list each debarment or suspension, providing the dates of the suspension or debarment, the name of the public entity and the status of the proceeding, the name(s) of the person(s) involved and their current positions and responsibilities with the Grantee, and the status of any debarment]:***

_____
_____
_____
_____

AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, nor any of its officers, directors, partners, or any of its employees, if any and as applicable, directly involved in obtaining or performing under agreements, contracts, loans, grants, or awards with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows ***[indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the Grantee, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension]:***

_____
_____
_____
_____

SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, has knowingly entered into a contract with a public body under which a person debarred or suspended will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, nor any of its officers, directors, partners, or any of its employees, if any and as applicable, have in any way:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the award that is being entered into with the Authority.

2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Grantee or of any competitor, or otherwise take any action in restraint of free competitive bidding in connection with the award that is being entered into with the Authority.

3. Colluded with anyone to obtain information concerning the award that would give the Grantee an unfair advantage over others.

ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Authority and may be distributed to units of the State of Arizona and the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Arizona, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this application for an award shall be construed to supersede, amend, modify, or waive the exercise of any statutory right or remedy conferred by the Constitution and the laws of Arizona with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the Grantee with respect to this Affidavit, the award, and other Affidavits comprising part of this Agreement.

I DECLARE AND AFFIRM UNDER THE PENALTY OF PERJURY, UNDER THE LAWS OF THE STSTE OF ARIZONA, THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Date: _____

By: _____
Name:
Title:
(Authorized Representative and Affiant)

EXHIBIT G
Reimbursement Request & Monthly Reporting Form

This Reimbursement Request & Monthly Reporting Form is included as an example of the type of report Grantee should expect to submit on a monthly basis. The Authority reserves the right to request additional information and to modify this form.

Grantee Information (Subrecipient)				
Organization			Grant No.	
Contact Person		Contact Title		
Physical Address		City, State, Zip		
Phone Number		Email		
Sam.Gov UEI #				
Organization Internal Account Number:				
Median Household Income of service area				
Lowest Quintile Income of the service area				
Project/Program Information				
Grant Amount				
Match Amount				
Total Project Cost				
Since the previous disbursement request have total project/program cost estimates changed by 5% or more due to a Change Order or other project/program event? If Yes, explain			□ Yes □ No	
Projected/actual construction start date (month/year)				
Projected/actual initiation of operations date (month/year)				
Project/Program Location (address, City, and zipcode)				
Does the project/program prioritize local hires?			□ Yes □ No	
Does the project/program have a Community Benefit Agreement? If yes include a description of any such agreement			□ Yes □ No	
Is this project aligned with another federal award? If yes, provide the federal award information and the PWS # for drinking water projects or the NPDES # for clean water projects			□ Yes □ No Federal Grant: PWS: NPDES:	
Award Information (Subaward) – One per vendor				
Obligated Amount/Contract Amount				
Date Obligated/Contract Executed Date				
Vendor Name				
Vendor Physical Address				
Vendor City, State, Zip				
Vendor Sam.Gov UEI #				
Vendor Debarment Statement Y or N				
Expenditure during this reporting period (attach invoices for payment)				
Remaining contract amount				

All procurement documentation of Award expenditures has been maintained and can be produced upon request?	□ Yes □ No
Invoices, Receipts, and other Payment Tracking – One per receipt / invoice / request for funds	
List of each contractor, subcontractor, or vendor that provided supplies, equipment, construction, or other goods or services included in this disbursement request.	
List of each invoice number and invoice date	
The amount being requested from grant proceeds	
The amount the grantee will provide as part of the 25% match requirement and the source of the match	
The total invoice amount (the amount requested, plus the match amount must equal the total invoice amount)	

Performance Measures & Outcomes	
Have you started the program/project?	□ Yes □ No
If you answered Yes, what date did program/project start?	
Is the program/project 25% complete?	□ Yes □ No
Is the program/project 50% complete?	□ Yes □ No
Is the program/project 75% complete?	□ Yes □ No
Is the program/project on schedule to complete the Scope of Work as described in the grant agreement? *If no, please note an amended Scope of Work Schedule must be submitted*	□ Yes □ No
Actual water savings in acre-feet associated with this grant award (as available)	
Projected water savings in acre- feet associated with this grant award (if changed from original application)	

Most recent reported system deliveries:	

Narrative – Description of how the funds were used and what was accomplished.

To receive reimbursement:

- **Grantee must attach invoices for costs incurred;**
- **Vendors must be registered through SAM.GOV and have an active Unique Entity Identifier (UEI) Number.**

Grantee Representative Signature

Printed Name			
Title			
Signature		Date	

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/20/24	**AGENDA ITEM:** 4.F. FIN - Southern & SR 85 - Advanced Transportation Technology and Innovation (ATTAIN) Program Grant
DATE PREPARED: 02/16/24	**DISTRICT NO.:** All
STAFF LIAISON: Rob Roach, Grant Program Administrator, rroach@buckeyeaz.gov, (623) 349-6165	
DEPARTMENT: Financial Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the the submission of a $4,979,172 Advanced Transportation Technology and Innovation (ATTAIN) Grant Program Application for the deployment of technologies to improve safety, reduce traffic-related fatalities and injuries, reduce traffic congestion, reduce transportation-related emissions, and improve system performance and connectivity at the intersection of State Route (SR) 85 and Southern Avenue.

SUMMARY

PROJECT DESCRIPTION:
The City of Buckeye seeks to address the safety concerns at the intersection of SR 85 and Southern Avenue by submitting a grant application that entails installing a traffic signal at each intersection, widening Southern Avenue to provide two eastbound and two westbound through lanes through the intersection for the creation of northbound and southbound turn lanes, installation of conduit and fiber optic cables for traffic signal timing optimization, installation of Wrong Way Vehicle Detection Equipment, and the installation of overhead Variable Message Signs that are connected to the ADOT Traffic Management Center to allow messages to be displayed to drivers to warn them of potential hazards. The grant funds for this effort are for two years.

BENEFITS:
The proposed and requested technology will increase roadway safety at SR 85 and Southern Avenue for all roadway users. Safety for all roadway users is the primary goal, and the City hopes to reduce the number of crashes and fatalities through the installation of traffic signals and the overhead Variable Message Signs as drivers will be informed prior to facing potentially dangerous roadway hazards and conditions. Another benefit is the installation of integrated traffic signal timing optimization which will help reduce traffic-related emissions.

FUTURE ACTION:
After all grant funds have been expended, any future maintenance for this intersection will become a part of the Public Works Department's budget.

FINANCIAL IMPACT STATEMENT:
The federal grant portion is $4,979,172, with a $1,244,793 match from the City of Buckeye.

CURRENT FISCAL YEAR TOTAL COST:
$0

BUDGETED:
Yes

FISCAL YEAR:
2024-2025

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
CAR Recap Summary SR 85 Southern.docx
Cover Page and Table of Contents.docx
Narrative ATTAIN Application Southern.docx
Southern Budget ATTAIN.pdf
Southern submission confirm 2-1-24.pdf
Volume 2 - Budget Application - Southern.docx

Advanced Transportation Technology and Innovation (ATTAIN) Grant Application Summary Recap



Project Description:

The City of Buckeye seeks to address the safety concerns at the intersection of SR 85 and Southern Avenue by submitting a grant application that entails installing a traffic signal at each intersection, widening Southern Avenue to provide two eastbound and westbound through lanes through the intersection for the creation of northbound and southbound turn lanes, installation of conduit and fiber optic cables for traffic signal timing optimization, installation of Wrong Way Vehicle Detection Equipment, and the installation of overhead Variable Message Signs that are connected to the ADOT Traffic Management Center to allow messages to be displayed to drivers to warn them of potential hazards. The grant funds for this effort are for two years. This project is currently in the CIP plan.

Project Cost



- $ 6,223,965

Required Match



- $ 1,244,793

Grant Amount



- $ 4,979,172

Plans Once Grant Expires:



- After all grant funds have been expended, any future maintenance for this intersection will become a part of the Public Works Department's budget.

Objectives and Expected Outcomes



- The objective is to provide increased roadway safety at SR 85 and Southern Avenue for all roadway users.
- The expected outcome is a reduction in the number of crashes and fatalities through the installation of traffic signals and Variable Message Signs.
- Another expected outcome is a reduction in traffic-related emissions through the installation of integrated traffic signal timing optimization.

Time Period for the Grant



- FY 2024 and FY 2025

Section I - Cover Page

City of Buckeye Grant Proposal

Buckeye Southern 2023 and 2024 ATTAIN
City of Buckeye
Any inquiries with respect to this proposal may be directed to:
Rob Roach: Grant Program Administrator - 623-349-6165 - rroach@buckeyeaz.gov
Courtney Gomez: Grant Specialist – 623-349-6159 – cgomez@buckeyeaz.gov
Total Project Cost: $6,223,965

Section I –Table of Contents

Project Name	Buckeye Southern 2023 and 2024 ATTAIN
Eligible Entity Applying to Receive Federal Funding	City of Buckeye
Total Project Cost (from all sources)	$6,223,965
Advanced Transportation Technology and Innovation Program Request	$4,979,172
Are matching funds restricted to a specific project component? If so, which one?	No
State(s) in which the project is located	Arizona
Is the project currently programmed in the: • Transportation Improvement Program • Statewide Transportation Improvement Program • MPO Long Range Transportation Plan • State Long Range Transportation Plan	No. It is only in the Buckeye Capital Improvement Program for FY 25 and FY 26
Technologies Proposed to Be Deployed (briefly list)	ATIS, VMS, and Wrong way Vehicle Detection
Will the project use connected vehicle technologies? If so, which technologies will be used – for instance, will the project use: • DSRC/5.9 GHz spectrum? • Cellular/4G/5G communications? • Another connectivity technology? (please specify – e.g., “Wi-Fi,” “Bluetooth,” “RFID,” etc.) If the connectivity technology has yet to be determined, please specify “TBD”	No
Will the project use automated driving system technologies?	No
Rural Considerations: a) Is the project serving a rural area(s)? A rural area is an area with a population of less than 50,000 residents according to the 2020 Census population estimates. b) If yes, how much ATTAIN funding is being requested to be put toward serving the rural area(s)?	Yes, 100%, $4,979,172

Section II – Project Narrative

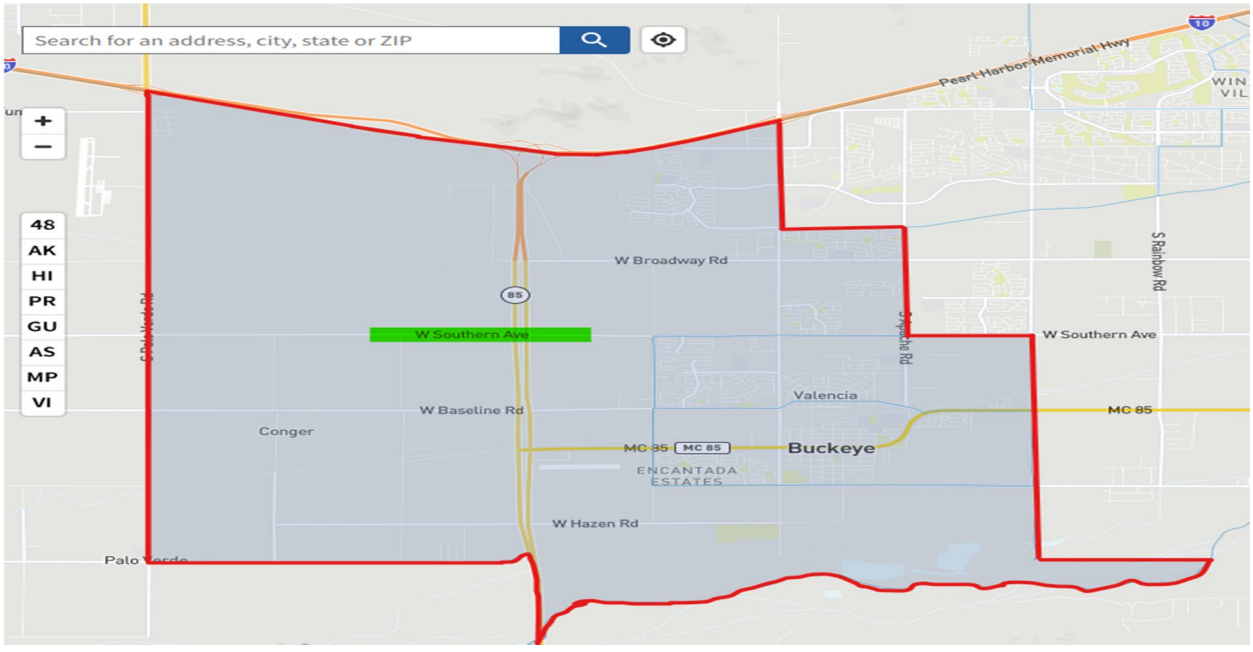
Purpose

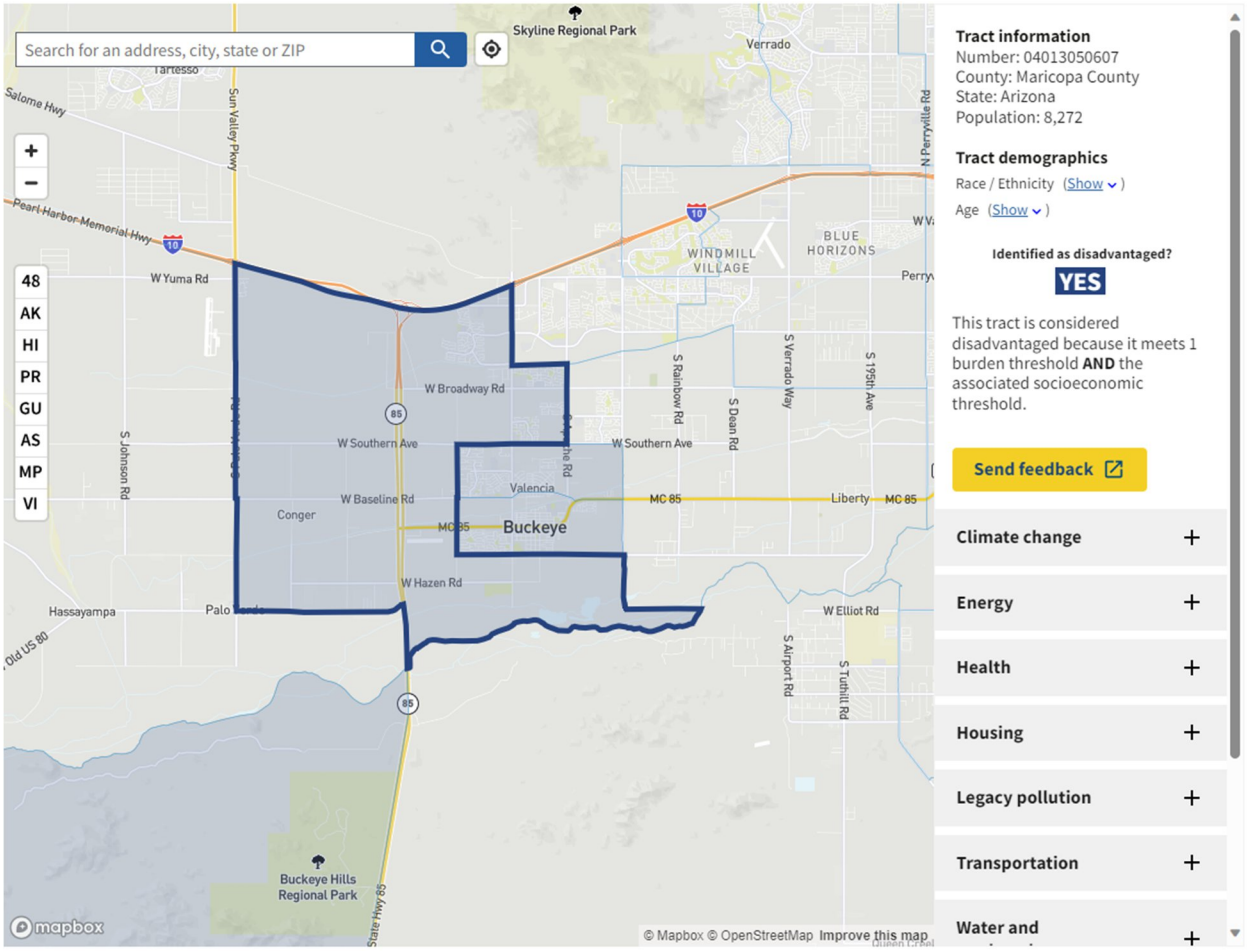
The project will deploy advanced transportation technologies to improve safety, reduce traffic-related fatalities and injuries, reduce traffic congestion, reduce transportation-related emissions, and reduce greenhouse emissions to improve the environment, improve public access to real-time integrated traffic, provide multimodal transportation information to make informed travel decisions, improve equity by serving disadvantaged communities, and improve system performance and connectivity. The project will include the use of innovative transportation solutions.

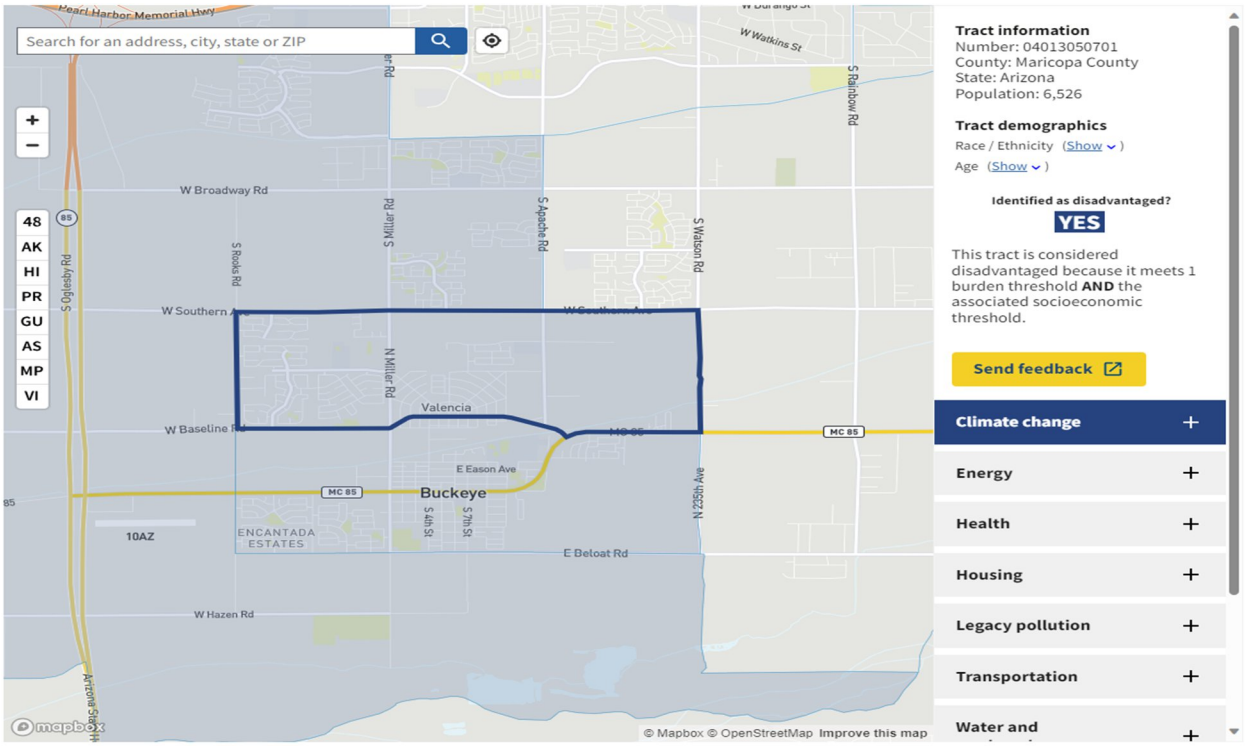
The project area of deployment is a rural area with population clusters spread over the area, covered by greater than 90% agricultural/open space, 2% industrial/commercial use, and 4% residential. The area is largely comprised of topographical challenges. The area is a mix of mountain, desert, river, and dry wash terrain. The population serviced by this project is approximately 19,777. It is estimated that the area is in about the 70th percentile for low income and poverty. This area has been federally designated as historically disadvantaged as to transportation, health, equity, environmental indicators, Risk Management Plan (RMP) facility proximity, wastewater discharge, flood risk, education, income, socioeconomic indicators, unemployment, and a high level of vulnerability to negative effects caused by external stresses on human health. Please see the below maps.

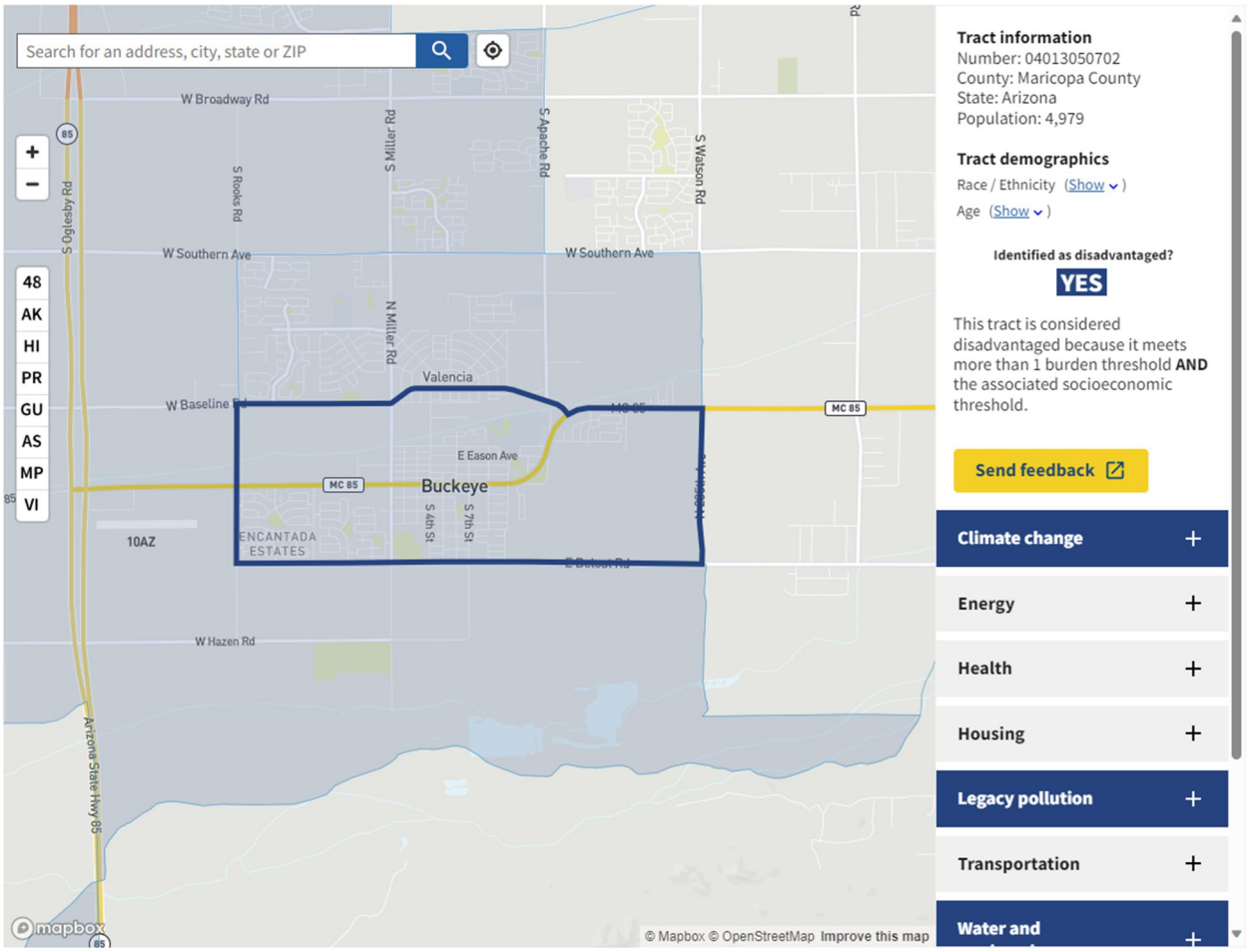
The first map shows a red outline of all 3 census tracts in the area served. The green line indicates the intersection in which the proposed project is located.

The remaining images show the individual census tracts showing the population of each tract. The total combined population from these 3 census tracts is 19,777. All of the populations within these census tracts are located in federally designated disadvantaged communities.




Search for an address, city, state or ZIP
Skyline Regional Park
Verrado
Tartesso
Salome Hwy
Sun Valley Pkwy
N Perryville Rd
Pearl Harbor Memorial Hwy
W Yuma Rd
WINDMILL VILLAGE
BLUE HORIZONS
48
AK
HI
PR
GU
AS
MP
VI
W Broadway Rd
S Johnson Rd
S Rainbow Rd
S Verrado Way
S 195th Ave
S Dean Rd
W Southern Ave
Valencia
W Baseline Rd
Conger
MC 85
Liberty
Buckeye
W Hazen Rd
Hassayampa
Palo Verde
W Elliot Rd
S Airport Rd
S Tuthill Rd
Old US 80
Buckeye Hills Regional Park
State Hwy 85
mapbox
© Mapbox © OpenStreetMap Improve this map
Tract information
Number: 04013050607
County: Maricopa County
State: Arizona
Population: 8,272
Tract demographics
Race / Ethnicity (Show)
Age (Show)
Identified as disadvantaged?
YES
This tract is considered disadvantaged because it meets 1 burden threshold AND the associated socioeconomic threshold.
Send feedback
Climate change
Energy
Health
Housing
Legacy pollution
Transportation
Water and


Search for an address, city, state or ZIP
Pearl Harbor Memorial Hwy
W Watkins St
S Rainbow Rd
W Broadway Rd
S Apache Rd
S Watson Rd
S Ogleby Rd
S Rooks Rd
N Miller Rd
48
AK
HI
PR
GU
AS
MP
VI
W Southern Ave
Valencia
W Baseline Rd
MC 85
E Eason Ave
Buckeye
S 4th St
S 5th St
N 2nd Ave
10AZ
ENCANTADA ESTATES
E Beloat Rd
W Hazen Rd
mapbox
© Mapbox © OpenStreetMap Improve this map
Tract information
Number: 04013050701
County: Maricopa County
State: Arizona
Population: 6,526
Tract demographics
Race / Ethnicity (Show)
Age (Show)
Identified as disadvantaged?
YES
This tract is considered disadvantaged because it meets 1 burden threshold AND the associated socioeconomic threshold.
Send feedback
Climate change
Energy
Health
Housing
Legacy pollution
Transportation
Water and



Background

Arizona State Route 85 (SR 85) is a north-south state highway connecting Interstate 8 (I-8) and Interstate 10 (I-10) in the western portion of the Phoenix Metropolitan area. The northern terminus of SR 85 at the I-10 freeway is in the community of Buckeye, Arizona – one of the fastest growing cities in the United States (US). The southern terminus is south of I-8 at the US/Mexico Lukeville port of entry.

The Arizona Department of Transportation (ADOT) has the jurisdictional responsibility of SR 85 as it is a state highway in Arizona. The portion of SR 85 between I-8 and I-10 is within the metropolitan planning area of the Maricopa Association of Governments (MAG), which provides the financial funding for improvements to the regional freeway system in the area.

In the early 2000's, ADOT and MAG identified the need to improve SR 85 from a rural 2-lane highway to an eventual access-controlled freeway. A study was completed that recommended traffic interchanges at the Maricopa County Highway 85 (MC 85), Southern Avenue, Baseline Road, and Broadway Road crossroads and grade separated crossing over the Union Pacific Railroad (UPRR) tracks. Early construction phases of the SR 85 improvements included constructing the ultimate northbound and southbound frontage roads between the Gila River and I-10 with at-grade intersections with the major crossroads – Hazen Road, MC 85, Baseline Road,

Southern Avenue and Broadway Road – and the UPRR railroad tracks. These improvements provided two (2) through lanes in each direction from several miles south of the Gila River to I-10. However, traffic interchanges and controlled traffic infrastructure were only installed at the MC 85 interchange.

Currently, the Southern Avenue (a 2-lane undivided roadway) interchange with SR 85 is a two-way STOP controlled eastbound and westbound traffic, with SR 85 free flow northbound and southbound traffic. The intersection configuration consists of a left turn, two thru lanes, and a right turn lane in both the northbound and southbound directions. One thru lane in each direction and a slip right turn lane is provided in the eastbound and westbound directions. The Southern Avenue crossroad traffic is required to stop before entering/crossing SR 85. The separated frontage road improvement to SR 85 requires a 2-stage maneuver to cross SR 85 for traffic on the crossroads. For example, westbound traffic must stop, cross the northbound lanes of SR 85, drive through the median portion of SR 85, stop again, and then cross the southbound lanes of SR 85.

Additional improvements to SR 85 were part of the Proposition 400 (Prop 400) bill that Maricopa County residents approved that provided funding for improvements to the regional transportation network through a half-cent sales tax. However, due to rising construction costs and needs elsewhere, no improvements have been completed to SR 85 since the early 2000's. Prop 400 expires in 2025 and the proposed extension (Prop 479) will go to Maricopa County voters in November 2024. However, no improvements to SR 85 are included in Prop 479. When approached and asked when the traffic signal would be installed at the crossroads of SR 85, ADOT responded they do not currently have the funding to install the traffic signals or necessary improvements. Nor do they have any planned projects for any traffic signals along SR 85.

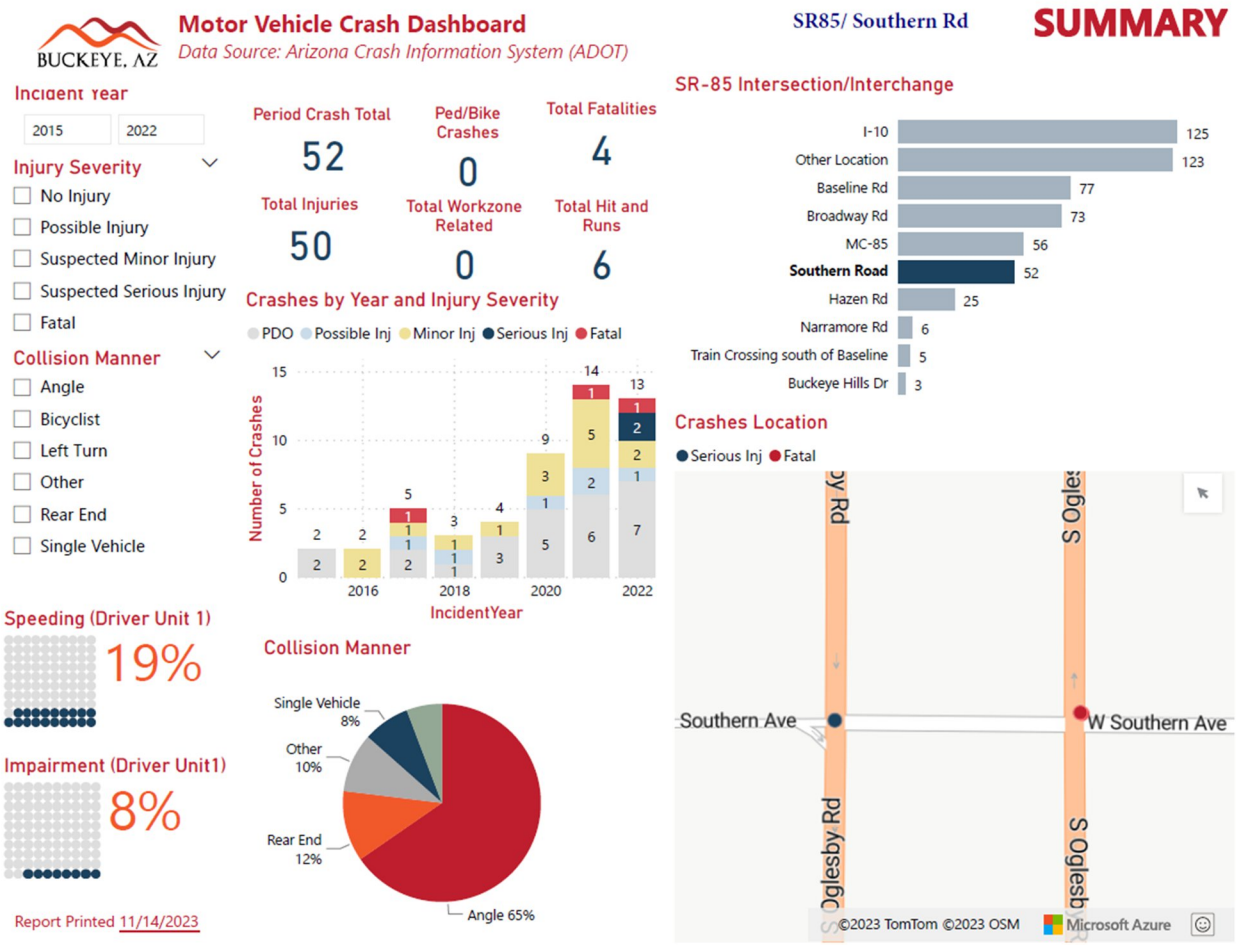
Several nearby industrial developments are in the early stages of design, and there are existing industrial facilities and warehouses that generate employee passenger vehicle traffic as well as large commercial vehicle traffic thru this intersection. It is anticipated the traffic generated from these developments will necessitate the need for traffic control improvements at this intersection.

Current daily traffic volumes on SR 85 near the Southern Road crossroad are approximately 20,000 vehicles a day. Much of that traffic is large commercial vehicles such as semi-truck tractor trailers. This daily volume is making it difficult for crossroad traffic to cross or enter SR 85. In total, over 20 million square feet of employment is currently in the planning stages along the SR 85 corridor between the Gila River and I-10 with a potential additional 20 million square feet in the future. When asked why so much warehouse development is being proposed along the corridor the responses were as follows –

- This area is 5 hours from the ports of San Diego, Long Beach and Los Angeles and falls within the 11-hour maximum driving time for semi-truck drivers to complete a round trip.
- Located in close proximity to I-8 and I-10, which allows access to the east and the west.
- Located along the future I-11 corridor.

Traffic signal warrant studies completed by ADOT in the past and those recently conducted as part of traffic impact analyses for proposed developments along SR 85 have indicated that traffic signals should be installed at the Southern Avenue intersection with SR 85. The traffic impact analyses (TIA) for the currently proposed developments indicated traffic signals should be installed at the crossroad intersections with SR 85.

A review of the crash history of SR 85 between the Gila River (south of Buckeye) and I-10 for the time period 2015-2022 (attached to this application below) indicates that the Southern Avenue intersection with SR 85 suffered 52 crashes with 4 fatalities and 2 serious injuries. While the 2023 crash data is not available, Buckeye is aware of at least three more fatal crashes that occurred along SR 85 in 2023. Additionally, there were 50 injuries incurred in those crashes and 6 hit and run incidences. At least 19% of the crashes involved speeding. Rear end crashes accounted for 12% of the crashes, indicating that thru traffic from behind were unable to avoid a crash while overtaking other vehicles. More importantly, 65% of the crashes occurred by crashing into the side of another vehicle, indicating that traffic was attempting to enter the roadway while thru traffic crashed into the entering traffic. Most of these crashes could be avoided by installing traffic control improvements at the intersection.



Buckeye plans to include Advanced Traveler Information Systems (ATIS) to give transportation-related information to drivers to enable drivers to make down-the-road decisions. This includes Visual Marketing Systems (VMS) or Motorist Reader Boards. ATIS will help motorists make more informed decisions to improve commutes, reduce vehicular environmental impact, and reduce road rage. These systems may even suggest routes to take or to avoid providing a better, safer pathway for the journey. These may include the shortest, safest, and fastest routes available at that time. Routing is a key problem in ATIS. The dynamic and historical information about traffic may be available from the cameras on different roads and sometimes even from the other cars. The information can be used to anticipate near-future traffic. The anticipated traffic is used for deciding the route of a vehicle. A good routing strategy may be able to minimize future traffic incidences. The quickest route may not always be the shortest route due to the dynamic nature of the traffic, variance in terrain and route obstacles, and varying speed limits. Fuel economy may also be a consideration. Mountainous routes, routes with numerous stop signs and/or traffic signals can reduce fuel mileage. The likelihood of congestion and prolonged wait times can affect mileage, safety conditions, and mental state. People may also prefer to avoid toll roads. Also, condition and maintenance of the road surface may play into the decision. Live traffic information and updates aid travelers to choose suitable routes for their unique needs and desires. The traveler may prefer to take the suggested route, select the route themselves, or choose a combination based on the current information. These systems can detect road closures, lane blockages, accidents, congestion, and road conditions. Dynamic re-routing is an important tool to utilize throughout the transportation infrastructure. ATIS can be used to display many types of information, including information about the route, roads ahead, places of interest, congestion levels, planned closures, and construction work.

Buckeye will deploy advanced transportation management technologies. These technologies allow Buckeye to manage local traffic signalized intersections. Local operators can manage and control the performance of the Buckeye transportation system remotely from a central office. Functions such as timing of lights, duration of traffic pass-thrus, coordination and synchronization of multiple signalized intersections, and management and control of signalized intersections for event or incident management response are all part of the technology. The signals at this crossroad with SR 85 intersection will be integrated to the existing Buckeye transportation technology system and can be synchronized within the existing system.

Buckeye also anticipates employing Intelligent Transportation Systems (ITSs) and Integrated Corridor Management (ICM). These systems can efficiently disseminate information sharing between infrastructures, pedestrians, and public transportation systems. ICM optimizes use of existing infrastructure and leverages underutilized capacity on the Nation's urban corridors. ICM manages the transportation corridor as a system rather than using the more traditional approach of managing roadways as individual assets. The ICM Initiative is designed to aid areas in realizing significant improvements in the efficient movement of people and goods through aggressive, proactive integration and management of major transportation corridors. These technologies will be integrated with the existing Buckeye transportation system, providing information flow, and assisting transportation system operators in the management and optimization of transportation and mobility services. The equipment will be able to communicate with other systems and share information. This improves the entire operations of SR85, I-10, and I-8 within this area.

Goals of this project include:

- Safety for all roadway users is the primary goal.
- Reduce the number of crashes by 50%, reduce the number of fatalities to zero, reduce the number of serious injuries to zero, and reduce the number of non-serious injuries.
- Improve driver, passenger, and pedestrian safety.
- Disseminate information and educate roadway users in the area of safety, courtesy, roadway hazards and conditions.
- Improve equity by servicing a rural, federally designated disadvantaged community.
- Provide for a sustainable movement of people and goods.
- Reduce transportation-related emissions and streamline traffic flow.
- Integrate advanced technologies into the existing transportation system management and operations; and
- Reduce greenhouse gas and pollutant emissions in a rural, disadvantaged community.

Climate Change and Sustainability

The project can improve the environment by reducing idling time of crossroad traffic at stop signs by reducing excessive wait times for thru traffic to clear. As per an article published by the US DOT Federal Highway Administration, "Appropriate timing of traffic signals can decrease congestion, improve air quality, reduce fuel consumption, and minimize aggressive driving behavior." According to an article penned by Ravalli County, MT., an automobile during idle time can produce 4 pounds of CO2 and particulates into the atmosphere per hour. It can also use a fifth of a tank of gasoline. Idling contributes to poor air quality and global warming, damages a vehicle's engine, and wastes money and natural resources. Car exhaust contains nitrogen oxides (NOx), volatile organic compounds (VOCs), particulate matter (PM), carbon monoxide (CO) and carbon dioxide (CO2). Idling vehicles needlessly emit these dangerous pollutants into the air where they affect the environment and health. An idling vehicle releases harmful chemicals, gases, and particle pollution ("soot") into the air, contributing to ozone, regional haze, and global climate change. Every gallon of gas burned produces more than 20 pounds of greenhouse gases. Particulate matter (PM) can aggravate asthma, cause coughing, difficulty in breathing, decrease lung function, exacerbate cardiovascular problems and lead to chronic bronchitis. Carbon monoxide (CO) slows delivery of oxygen to the body's organs and tissues. Exposure to CO aggravates heart disease and can cause headaches and visual impairment. By installing traffic control signalized lights at the crossroad intersection with SR 85, existing extended wait times for crossroad traffic can be shortened and thereby improve the environment by reducing the introduction of harmful emissions into the air. The reduction in greenhouse gases will improve the air quality in this disadvantaged community.

Equity

Installation of signalized technology at this crossroad will also provide equity to this disadvantaged community by making the community's roadway safer. By regulating the flow of traffic, the goal is to reduce fatalities and serious injuries to zero, and to reduce crashes by 50%. The proposed project improvements will also benefit the economy, efficiency, and reliability of movement of goods, services, and people. The signalized intersection will provide the heavy employee and commercial traffic with a regulated traffic flow for their crossroad needs and

significantly reduce the risk of crashes by stopping oncoming SR85 traffic so that the crossroad traffic generated by the distribution warehouses may cross and/or enter SR 85 without risk.

Job Creation

Over 20 million square feet of employment is currently in the planning stages along the SR 85 corridor between Gila River and I-10 with a potential additional 20 million square feet in the future. These new warehouses in this area will create an increased need for improvements along SR 85 at intersections off of which these warehouses will be located (Southern Avenue, Broadway Road, and Baseline Road). By improving the intersections along SR 85, employees will be able to commute to and from work in a more safe and efficient manner.

State of Good Repair

The project will have a focus on State of Good Repair wherein the project will maintain transportation systems in a state of good repair. This effort will support the goals of improving roadway safety, reducing crashes, fatalities, and injuries, and sustain mobility of people and goods.
Another focus is efficient movement of freight. This project strengthens the mobility of goods being transported out of the existing and future distribution warehouses in this service area that utilize SR 85 and the crossroads used to access SR 85. With the use of the proposed technology to be deployed, there will be a readily available source of traffic information for the distribution centers to utilize in their logistics planning. The proposed technology aids in the commitment of Buckeye to make data available to all interested users.

Freight Movement

According to the Arizona State Freight Plan from 2022, transport, trade, and utilities were ranked the top employment sector in 2019, and Arizona is ranked 3rd when it comes to originations in terms of total freight tons. The Plan also states that one of the weaknesses of Arizona's Freight Transportation System is the traffic congestion in and around communities. Downtown Buckeye is less than 3 miles away from SR 85, and with Buckeye's rapid growth, there will be increased traffic counts year after year, and an increased potential for traffic congestion.

Since there are several warehouses located along SR 85, a major highway that connects I-10 and I-8, the synchronization of traffic signals is vital to freight movement and logistics. Without traffic signal synchronization, large commercial vehicles may create increased traffic issues for the local community as well as increased emissions. Many companies have GPS tracking devices on their semi-trucks to help the company improve routing, logistics, asset security, and utilization. The Arizona State Freight Plan from 2022 mentions that one of the strengths of the plan is that freight clusters are mostly efficiently connected to the multimodal freight transportation system. The multimodal freight transportation system in Arizona is efficient, reliable, and extensive according to another strength mentioned in the Plan.

SR 85 and Southern Avenue Proposed Improvements

- Install a traffic signal at each intersection. The traffic signal technology includes vehicle detection equipment which will be able to collect traffic count data for each lane of travel. This data will be accessible anytime to allow analysis of the intersection's operation.
- Widen Southern Avenue to provide two (2) eastbound and westbound through lanes through the intersections.
- Widen Southern Avenue to provide an eastbound left turn lane at the northbound SR 85 intersection and a westbound left turn lane at the southbound SR 85 intersection to remove the left turning vehicles from the through lanes and optimize the traffic signal operation.
- Widen Southern Avenue to provide an eastbound right turn lane at the southbound SR 85 intersection and a westbound right turn lane at the northbound SR 85 intersection to remove the right turning vehicles from the through lanes and optimize the traffic signal operation.
- Install conduit and fiber optic cable 1-mile south to the Baseline Road signalized intersection to allow communication between the traffic signals and provide traffic signal timing optimization along the corridor to minimize vehicle emissions associated with idling vehicles at the traffic signals.
- The interconnect conduit and fiber will be connected to the existing ADOT equipment at the SR 85/I-10 interchange providing a connection to the MAG RCN (Maricopa County Association of Governments Regional Communication Network).
- The project will install Wrong Way Vehicle Detection equipment on the SR 85 approaches to the crossroads to improve the safety of the corridor.
- The project will install overhead Variable Message Signs that are connected to the ADOT Traffic Management Center to allow applicable messages to be displayed to drivers on SR 85. In addition, the signs will be connected with the Wrong Way Vehicles Detection equipment to provide warning messages when a wrong way vehicle is detected.

The Deployment Plan for the project will be completed in several phases beginning with the construction.

- An initial Phase will be installing the ATIS and Wrong Way Vehicle Detection equipment on SR 85.
- The next phase will be the activation of the traffic signals.
- The next phase will be the installation of the ITS conduit and fiber and connecting the traffic signals to the City's network.
- The next phase will be connecting the SR 85 ITS to the existing ADOT system along I-10 and connecting to the RCN.
- The final phase would be installing the VMS (Dynamic) signs along SR 85.

A basic schedule for the project is provided below:

- Notice to Proceed (NTP)
- Conceptual Design Layout - 3 months from NTP
- Preliminary Design - 6 months from NTP
- ROW, Utility and Environmental Clearance - 8 months from NTP
- Approval of the Construction Documents - 9 months from NTP
- Advertisement/Procurement of contractor - 11 months after NTP
- Begin Construction - 12 months after NTP
- Order Traffic Signal and ITS materials - 13 months after NTP
- Wrong Way Vehicle Detection Operational - 14 months after NTP
- Traffic Signal Construction Complete - 18 months after NTP
- ITS Conduit Construction Complete - 19 months after NTP
- VMS (Dynamic) Sign Construction Complete - 21 months after NTP

At this time, Buckeye does not anticipate any challenges in the regulatory, legislative, or institutional environments to deployment. Buckeye will be coordinating with ADOT and MAG regarding this project. Also, at this time Buckeye does not anticipate that the project will require an exemption from the Federal Motor Vehicle Safety Standards, Federal Motor Carrier Safety Regulations, or any other regulation. Buckeye has completed other Federal projects requiring compliance with the Buy America Act (BABA) and anticipate that this project can comply with BABA.

Technologies	**Implemented/Addressed by Application (Check all that apply)**
1. Advanced traveler information systems	X
2. Advanced transportation management technologies	X
3. Advanced transportation technologies to improve emergency evacuation and response by Federal, State, and local authorities	
4. Infrastructure maintenance, monitoring, and condition assessment	
5. Advanced public transportation systems	
6. Transportation system performance data collection, analysis, and dissemination systems	X
7. Advanced safety systems, including V2V and V2I communications, technologies associated with automated vehicles, and other collision avoidance technologies, including systems using cellular technology	
8. Integration of intelligent transportation systems with the Smart Grid and other energy distribution and charging systems	
9. Integrated corridor management systems	X

10. Advanced parking reservation or variable pricing system or system to assist trucks in locating available truck parking	
11. Electronic pricing, toll collection, and payment systems	
12. Technology that enhances high occupancy vehicle toll lanes, cordon pricing, or congestion pricing	
13. Integration of transportation service payment systems	
14. Advanced mobility and access technologies, such as dynamic ridesharing and information systems to support human services for elderly and disabled individuals	
15. Retrofitting DSRC technology deployed as part of an existing pilot program to C–V2X technology, subject to the condition that the retrofitted technology operates only within the existing spectrum allocations for connected vehicle systems	
16. Advanced transportation technologies, in accordance with the research areas described in section 6503 of Title 49	
Program Goals	**Implemented/Addressed by Application (Check all that apply)**
1. Reduction in the number and severity of traffic crashes and an increase in driver, passenger, and pedestrian safety;	X
2. Delivery of economic benefits by reducing delays, improving system performance and throughput, and providing for the efficient and reliable movement of people, goods, and services;	X
3. Demonstration, quantification, and evaluation of the impact of these advanced technologies, strategies, and applications towards improved safety, efficiency, equity, and sustainable movement of people and goods;	X
4. Improvement in the mobility of people and goods;	X
5. Improvement in the durability and extension of the life of transportation infrastructure;	
6. Reduced costs and improved return on investments, including through the enhanced use of existing transportation capacity;	
7. Protection of the environment and delivery of environmental benefits that alleviate congestion and streamline traffic flow;	X
8. Measurement and improvement of the operational performance of the applicable transportation networks;	
9. Collection, dissemination, and use of real-time transportation-related information including, but not limited to, work zone, weather, transit, and paratransit, to improve mobility, reduce congestion, and provide for more efficient and accessible, and integrated transportation, including access to safe, reliable, and affordable connections to employment, education, healthcare, freight facilities, and other services;	X

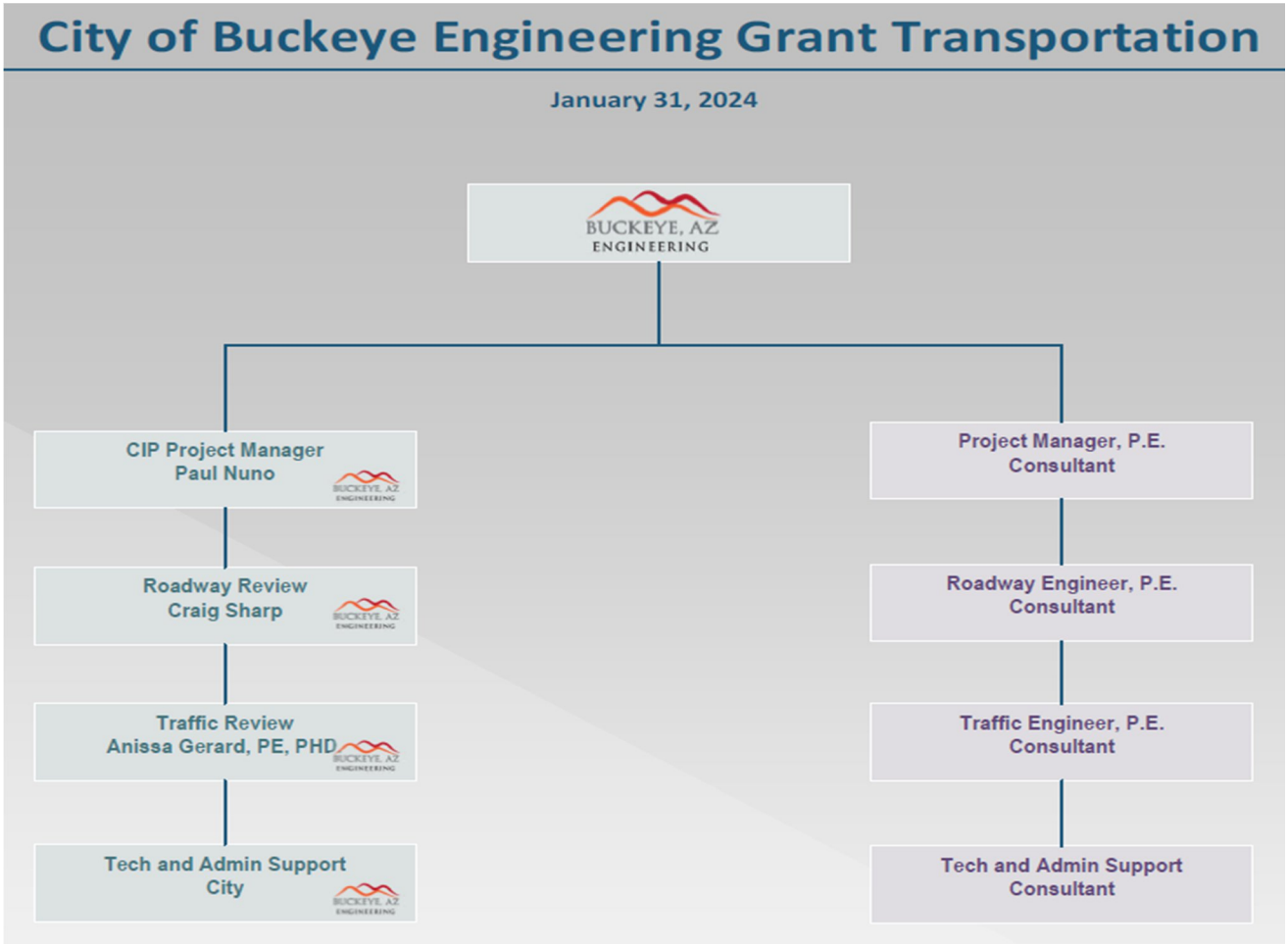
10. Facilitating account-based payments for transportation access and services and integrating payment systems across modes;	
11. Monitoring transportation assets to improve infrastructure management, reduce maintenance costs, prioritize investment decisions, and ensure a state of good repair;	X
12. Accelerated deployment of V2V, V2I, vehicle-to-pedestrian, and technologies associated with automated vehicle applications and other advanced technologies;	
13. Integration of advanced technologies into transportation system management and operations;	X
14. Reproducibility of successful systems and services for technology and knowledge transfer to other locations facing similar challenges;	
15. Incentivizing travelers— (I) to share trips during periods in which travel demand exceeds system capacity; or (II) to shift trips to periods in which travel demand does not exceed system capacity.	
Administration's Priorities	**Implemented/Addressed by Application (Check all that apply)**
Safety	X
Climate Change and Sustainability	X
Equity	X
Workforce Development, Job Quality, and Wealth Creation	X
DOT Focus Areas	**Focus Areas Implemented/Addressed by Application (Check all that apply)**
1. State of Good Repair	X
2. Integration of intelligent transportation systems with the Smart Grid and other energy distribution and charging systems	
3. Advanced public transportation systems	
4. Freight (or Port) Community Systems	
5. ROUTES Initiative	
6. Complete Trip Program	
7. Data Availability	X

Section III □Management Structure

The City of Buckeye is the applicant organization that will be designated as the recipient if awarded. The City of Buckeye has its own Engineering Department who will be managing the deployment of the project, along with the Finance Department who will manage and track the funding and reporting requirements of the project. The Engineering Department at the City of Buckeye received full accreditation from the American Public Works Association (APWA) in January of 2024. This full accreditation is notable as it demonstrates that the Engineering Department is in full compliance with the recommended best practices set forth by APWA.

As noted in the budget, the City of Buckeye will be working with the Arizona Department of Transportation (ADOT) on this project as ADOT has the jurisdictional responsibility of SR 85 as it is a state highway in Arizona. The City of Buckeye will also be coordinating with the Maricopa Association of Governments (MAG) as the portion of SR 85 between I-8 and I-10 is within MAG's metropolitan planning area.

The management structure within the Engineering Department of the City of Buckeye starts with the Capital Improvements Program (CIP) Project Manager, P.E., next is the Roadway Engineer, P.E., then the Traffic Engineer, P.E., and concludes with the technical and administrative support staff.



Section IV – Staffing Description

The City of Buckeye has its own Engineering department which will be managing the project. The management structure for this project begins with the CIP Project Manager, Paul Nuno, who will be responsible for the management of the Project and ultimately delivering a successful project. He will work with the design consultant's Project Manager to ensure the project stays in scope, within budget and on time by coordinating with them on a regular basis. In addition, he will be the design consultant's primary point of contact with the City for any questions. He will ensure the City's reviews of the design submittals are timely and that the project conforms to the initial project scope and budget. During the project development and construction, he will provide a monthly update to City Management on the status of the project. Once the project design is completed and the project is in the construction phase, he will attend the regular construction meetings and ensure the project stays within budget and schedule. If change orders are required due to unforeseen circumstances that arise during the project development or construction phase, he will work with the design consultant or contractor to develop an appropriate cost and ensure funding is available to cover the cost increase. At the completion of the construction phase, he will work with the contractor to obtain the necessary as-built drawings and ensure all final payment invoices are approved and paid. He will also ensure all final federal forms are completed correctly and submitted.

The next person within the City of Buckeye's management structure for this project is the Roadway Engineer, Craig Sharp, who will be responsible for reviewing the roadway and drainage design plans and ensuring they confirm to the City's design standards for the portion of the improvements within the City right-of-way (ROW) and to ADOT design standards for the portions within ADOT ROW. This includes verifying the lane shifts and merge tapers per the recommendations within the Manual on Uniform Traffic Control Devices (MUTCD). In addition, he will ensure the clear zone requirements are met as per the AASHTO Roadside Design Manual. He will also confirm the various roadway related construction items and quantities developed for the project.

The third person within the City of Buckeye's management structure for this project is the Traffic Engineer, Anissa Gerard, PE, PHD, who will be responsible for reviewing the signing/striping, traffic signal and ITS plans and ensuring they conform to the City's design standards for the portion of the improvements within the City ROW and to ADOT design standards for the portions within ADOT ROW. She will also confirm the various traffic related construction items and quantities developed for the project. She is also responsible for reviewing any traffic studies developed for the projects.

The final leg of the City of Buckeye's management structure for this project is the technicians who will be responsible for logging the review submittal in and out of the Bluebeam Review Session management tool. The administration support will assist the project manager with the overall management of the project by helping ensure the consultant's and contractor's invoices are reviewed/approved and then processed in a timely manner. They will also assist in setting up any necessary project meetings. In addition, they will prepare the documents to advertise the project and secure a qualified contractor to construct the improvements.

For the project funding and reporting requirements, the City of Buckeye has a Grants Division within their Finance Department, Rob Roach and Courtney Gomez, who will oversee, manage, and review all grant funding activities if awarded. The Grants Division will oversee all grant reports required and ensure all reports are submitted by the required due dates. The Grants Division will also hold regular meetings with the Engineering Department liaison, John Willett, for updates on the project. If awarded, this project will be subject to Davis-Bacon reporting requirements and the BABA, for which the Grants Division will oversee these requirements as well. Rob Roach will be the primary point of contact and can be reached by email at rroach@buckeyeaz.gov and by desk phone at 623-349-6165.

As noted in the budget, the City of Buckeye will be working with ADOT on this project as ADOT has the jurisdictional responsibility of SR 85 as it is a state highway in Arizona. The City of Buckeye will also be coordinating with MAG as the portion of SR 85 between I-8 and I-10 is within MAG's metropolitan planning area.

Appendix – Resumes

CIP Project Manager – Paul Nuno

With nearly 20 years of experience in the construction industry, Paul is a versatile and results-proven Construction and Engineering project manager who can handle complex and diverse projects from start to finish. Paul has a strong background in construction contract negotiation, contract management, procurement, as well as a keen eye for quality and sustainability. His diverse experience ranges from heavy civil major municipal infrastructure projects in Water/Wastewater and Transportation to ground up new build development projects in the private sector. Paul's mission is to build efficient, functional, and attractive facilities that meet the needs and expectations of all stakeholders throughout the City of Buckeye and beyond. He is currently managing both SR/85 Baseline and SR85/Southern intersection improvement projects during the design phase.

Roadway Engineer – Craig Sharp

Craig has over 25 years of experience with inspection and plan review, with his last 10 years being with the City of Buckeye. His initial 8 years were in the inspection field confirming the roadway improvements were constructed per the approved plans and agency standards. For the last 17 years, Craig has been a plan reviewer responsible for the review of roadway and drainage design plans to ensure their conformance to City standards. He is active with the MAG Standards and Details Committee and was the Chair for 2020-2021. He will be responsible for reviewing the roadway and any drainage plans for the project to ensure the plans are to City of Buckeye and ADOT standards.

Traffic Engineer – Anissa Gerard, PE, PHD

Anissa has over 20 years of experience in the transportation industry, including time in the academia world as a research assistant and Adjunct Professor. Prior to her joining the City in 2023, she worked for ADOT as a Regional Traffic Engineer and understands their standards and requirements for signing/striping and traffic signal design. She is a Senior Traffic Engineer for

the City and is responsible for the reviews of signing/striping and traffic signal plans, as well traffic studies prepared for private development projects and City CIP projects. She will be responsible for reviewing the signing/striping, traffic signal and ITS plans for the project to ensure the plans are to City of Buckeye and ADOT standards.

BUCKEYE, AZ

COST ESTIMATE

PROJECT NAME: SR 85 - Southern Avenue
ESTIMATE BY: J Willett
DATE: 1/31/2024

Item #	Item Description	Unit	Quantity	Unit Cost	Total Cost
PAVING ITEMS					
1	Subgrade Preparation	cy	10200	$20.00	$204,000.00
2	10" Aggregate Base Course	cy	7200	$100.00	$720,000.00
3	5" AC Base Course (19.0 mm), {Arterial}	ton	5850	$100.00	$585,000.00
4	Tack Coat (include application)	ton	3	$1,000.00	$3,000.00
5					$0.00
6					$0.00
7					$0.00
8					$0.00
9					$0.00
10					$0.00
				SubTotal	$1,512,000.00
TRAFFIC ITEMS					
1	4 7-way Micro-duct to Baseline	lf	10600	$40.00	$424,000.00
2	144 fible cable (2 cables)	lf	10600	$20.00	$212,000.00
3	Splice vaults	ea	6	$20,000.00	$120,000.00
4	Traffic Signal	ls	1	$1,000,000.00	$1,000,000.00
5	Signing/Striping	ls	1	$50,000.00	$50,000.00
6			0		$0.00
7			0		$0.00
8			0		$0.00
9			0		$0.00
10					$0.00
				SubTotal	$1,806,000.00
TOTAL CONSTRUCTION COSTS					**$3,318,000.00**

PROJECT WIDE ITEMS					
1	Mobilization (10%)	ls	1	$331,800.00	$331,800.00
2	Dust and Water Palliative	ls	1	$33,180.00	$33,180.00
3	Contractor Quality Control	ls	1	$66,360.00	$66,360.00
4	Construction Surveying	ls	1	$66,360.00	$66,360.00
5	Maintenance of Traffic (10%)	ls	1	$331,800.00	$331,800.00
6			0		$0.00
7			0		$0.00
8			0		$0.00
9			0		$0.00
10					$0.00
				SubTotal	$829,500.00

OTHER COSTS					
1	ATIS, VMS, and Wrong Way Detection	ls	1	$663,600.00	$663,600.00
2	Design Costs (10%)	ls	1	$331,800.00	$331,800.00
3	Construction Contingencies (9%)	ls	1	$298,620.00	$298,620.00

COST ESTIMATE

PROJECT NAME: SR 85 - Southern Avenue
ESTIMATE BY: J Willett
DATE: 1/31/2024

4	Construction Engineering (5%)	ls	1	$165,900.00	$165,900.00
5	Consultant Services (1%)	ls	1	$33,180.00	$33,180.00
6	AC Quality Initiative ($3 per ton)	ton	5850	$3.00	$17,550.00
7			0		$0.00
8			0		$0.00
9			0		$0.00
10					$0.00
				SubTotal	$1,510,650.00

TOTAL	$5,658,150.00
ADOT Mandatory Management (10%)	$565,815.00
TOTAL COSTS	**$6,223,965.00**
Federal Portion	$4,979,172.00
Local Match	$1,244,793.00



Confirmation

Thank you for submitting your grant application package via Grants.gov. Your application is currently being processed by the Grants.gov system. Once your submission has been processed, Grants.gov will send email messages to advise you of the progress of your application through the system. Over the next 24 to 48 hours, you should receive two emails. The first will confirm receipt of your application by the Grants.gov system, and the second will indicate that the application has either been successfully validated by the system prior to transmission to the grantor agency or has been rejected due to errors.

Please do not hit the back button on your browser.

If your application is successfully validated and subsequently retrieved by the grantor agency from the Grants.gov system, you will receive an additional email. This email may be delivered several days or weeks from the date of submission, depending on when the grantor agency retrieves it.

You may also monitor the processing status of your submission within the Grants.gov system by clicking on the “Track My Application” link listed at the end of this form.

Note: Once the grantor agency has retrieved your application from Grants.gov, you will need to contact them directly for any subsequent status updates. Grants.gov does not participate in making any award decisions.

IMPORTANT NOTICE: If you do not receive a receipt confirmation and either a validation confirmation or a rejection email message within 48 hours, please contact us. The Grants.gov Contact Center can be reached by email at support@grants.gov, or by telephone at 1-800-518-4726. Always include your Grants.gov tracking number in all correspondence. The tracking numbers issued by Grants.gov look like GRANTXXXXXXXXX.

If you have questions please contact the Grants.gov Contact Center: support@grants.gov
1-800-518-4726 24 hours a day, 7 days a week. Closed on federal holidays.

The following application tracking information was generated by the system:

Grants.gov Tracking Number:	GRANT14056388
UEI:	WYJHKKNHLA38
Submitter's Name:	Rob Roach
CFDA Number:	20.200
CFDA Description:	Highway Research and Development Program
Funding Opportunity Number:	693JJ324NF00005
Funding Opportunity Description:	FY23-FY24 Advanced Transportation Technology and Innovation (ATTAIN) Program
Agency Name:	DOT Federal Highway Administration
Application Name of this Submission:	Buckeye Southern 2023 and 2024 ATTAIN
Date/Time of Receipt:	Feb 01, 2024 04:48:12 PM EST

TRACK MY APPLICATION – To check the status of this application, please click the link below:

https://www.grants.gov/applicants/grant-applications/track-my-application?tracking_num=GRANT14056388

It is suggested you Save and/or Print this response for your records.

Volume 2. Budget Application

Summary Budget Narrative

SAM UEI: WYJHKKNHLA38

This Improvement Project has several planned project costs that are listed in the table below. The project includes:

- Install a traffic signal at each intersection, including ATIS, VMS and vehicle detection. The traffic signal vehicle detection equipment will be able to collect traffic count data for each lane of travel. This data will be accessible anytime to allow analysis of the intersection's operation.
- Widen Southern Avenue to provide two (2) eastbound and westbound through lanes through the intersections.
- Widen Southern Avenue to provide an eastbound left turn lane at the northbound SR 85 intersection and a westbound left turn lane at the southbound SR 85 intersection to remove the left turning vehicles from the through lanes and optimize the traffic signal operation.
- Widen Southern Avenue to provide an eastbound right turn lane at the southbound SR 85 intersection and a westbound right turn lane at the northbound SR 85 intersection to remove the right turning vehicles from the through lanes and optimize the traffic signal operation.
- Install conduit and fiber optic cable 1-mile south to the Baseline Road signalized intersection to allow communication between the traffic signals and provide traffic signal timing optimization along the corridor to minimize vehicle emissions associated with idling vehicles at the traffic signals.
- The interconnect conduit and fiber will be connected to the existing ADOT equipment at the SR 85/I-10 interchange providing a connection to the MAG RCN (Regional Communication Network).
- The project will install Wrong Way Vehicle Detection equipment on the SR 85 approaches to the crossroads to improve the safety of the corridor.
- The project will install overhead Variable Message Signs that are connected to the ADOT Traffic Management Center to allow applicable messages to be displayed to drivers on SR 85. In addition, the signs will be connected with the Wrong Way Vehicles Detection equipment to provide warning messages when a wrong way vehicle is detected.

The project starts with the design of the project in year one which will cost $331,800. Once the design is completed and approved, the project will begin with the subgrade preparation which includes the demolition stage, which will cost $204,000. Once the subgrade preparation has been completed, a 10-inch aggregate base with stones and sand will be laid and compacted ($720,000) to prepare for the 5-inch asphalt base ($585,000) and then the tack coat (sealant) will be applied to the newly constructed roadway ($3,000). The combined design costs and paving items for year one total $1,843,800.

In the second year of the project, traffic items will be installed. These items include four 7-way micro-ducts to Baseline Road ($424,000), two 144 fiber cables ($212,000), six splice vaults ($120,000), one traffic signal ($1,000,000), signing and striping to indicate the lanes and upcoming turns ($50,000), ATIS wrong way vehicle detection and VMS reader ($663,600). These items will all interact with the existing technology along SR 85, and aid in expanding and enhancing the current technology to serve as a precautionary tool for travelers along SR 85. Included in year two of the budget is construction contingency ($298,620), this is to ensure that there are enough funds to complete the project should any costs increase, or any unforeseen circumstances arise. The total for the year two items is $2,768,220.

Lastly, the budget contains project wide items that will be needed in both year 1 and year 2. In the budget summary table below, the total cost for each planned project cost is divided between the two years. In this narrative the total cost for each planned project activity has been provided. The mobilization will be incurred throughout the entirety of the project as the construction crews need to have the correct equipment at the correct location at the correct time ($331,800). The other items are standard in roadway construction and include Dust and water palliative ($33,180), contractor quality control ($66,360), construction surveying ($66,360), and maintenance of traffic ($331,800). Additionally, construction engineering ($165,900), consultant services ($33,180), and AC quality initiative which is the final test of the roadway to determine quality ($17,550). The total cost for these activities for the entire duration of the project is $1,046,130 which will be split between years one and two ($523,065 per year).

The final cost listed in the budget table below is the ADOT Indirect Cost, which is $565,815, which has been split between years one and two ($282,907.50 per year).

Based on all the information listed above between years 1 and 2 the total project cost for year 1 is $2,649,772.50 ($1,843,800 + $523,065 + $282,907.50 = $2,649,772.50) and the total project cost for year 2 is $3,574,192.50 ($2,768,220 + $ 523,065 + 282,907.50 = $3,574,192.50).

The City of Buckeye has the State Route 85 and Baseline Road improvement project in their Capital Improvement Program (CIP) for FY 2024 and FY 2025. Below is the letter of commitment from the City of Buckeye to provide the local match of $1,138,885 (20%).

SR 85 and Southern Avenue Improvement Project	**Year 1 Costs**	**Year 2 Costs**
Description of Project Component or Task: Subgrade Preparation	$204,000.00	$0.00
Description of Project Component or Task: 10” Aggregate Base Course	$720,000.00	$0.00
Description of Project Component or Task: 5” AC Base Course (19.0 mm), {Arterial}	$585,000.00	$0.00
Description of Project Component or Task: Tack Coat (includes application)	$3,000.00	$0.00
Description of Project Component or Task:	$0.00	$424,000.00

4 7-way Micro-duct to Baseline		
Description of Project Component or Task: 144 fiber cable (2 cables)	$0.00	$212,000.00
Description of Project Component or Task: Splice vaults	$0.00	$120,000.00
Description of Project Component or Task: Traffic Signal	$0.00	$1,000,000.00
Description of Project Component or Task: Signing/Striping	$0.00	$50,000.00
Description of Project Component or Task: Mobilization	$165,900.00	$165,900.00
Description of Project Component or Task: Dust and Water Palliative	$16,590.00	$16,590.00
Description of Project Component or Task: Contractor Quality Control	$33,180.00	$33,180.00
Description of Project Component or Task: Construction Surveying	$33,180.00	$33,180.00
Description of Project Component or Task: Maintenance of Traffic	$165,900.00	$165,900.00
Description of Project Component or Task: ATIS/ICM	$0.00	$663,600.00
Description of Project Component or Task: Design Costs	$331,800.00	$0.00
Description of Project Component or Task: Construction Contingencies (9%)	$0.00	$298,620.00
Description of Project Component or Task: Construction Engineering	$82,950.00	$82,950.00
Description of Project Component or Task: Consultant Services	$16,590.00	$16,590.00
Description of Project Component or Task: AC Quality Initiative ($3 per ton)	$8,775.00	$8,775.00
ADOT Indirect Costs (10%)	$282,907.50	$282,907.50
Total Cumulative Project Cost (100%) =	$2,649,772.50	$3,574,192.50
Total Federal Share (80%) =	$2,119,818.00	$2,859,354.00
Total Non-Federal Share (20%) =	$529,954.50	$714,838.50

Cost Share Information

As previously mentioned, the SR 85 and Southern Avenue improvement project is in the City of Buckeye's Capital Improvement Program (CIP) and attached is a letter of commitment from the City of Buckeye to provide the local match of $1,244,793 (20%).

Other Federal Funding Received or Requested

The City of Buckeye has not applied for any other federal funding opportunities. The funding sources for the improvement project is as follows:

- Non-federal: $1,244,793
- ATTAIN Program: $4,979,172
- Other Federal: $0
- Total Project Funding: $6,223,965

Organizational Information

Buckeye has no identifiable exceptions to the anticipated award terms and conditions as contained in Section F, Federal Award Administration Information. Buckeye is not currently aware of any pre-existing intellectual property that Buckeye anticipates using during award performance.

Buckeye has previously completed an A-133 Single Audit dated 12-22-23 for FYE 6-30-23.

Buckeye is not, at this time, aware of any actual or potential personal or organizational conflicts of interest.

In 2022, Buckeye was audited by a Federal organization for one grant and by a State organization for one grant. The results of these audits were that everything was in compliance and there were no findings.

No contracts have been terminated for the convenience of the Government within the past 3 years and no contract has been terminated for default within the past 5 years.

The applicant has reviewed 2 CFR Part 170 dated September 14, 2010, and Appendix A thereto and acknowledges that it understands the requirement and has the necessary processes and systems in place and is prepared to fully comply with the reporting therein.

Buckeye is not, at this time, aware of any violations of Federal criminal law involving fraud, bribery, or gratuity violations.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/20/24	**AGENDA ITEM:** 4.G. FIN - Baseline Rd & SR 85 - Advanced Transportation Technology and Innovation (ATTAIN) Program
DATE PREPARED: 02/16/24	**DISTRICT NO.:** All
STAFF LIAISON: Rob Roach, Grant Program Administrator, rroach@buckeyeaz.gov, (623) 349-6165	
DEPARTMENT: Financial Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action to approve the submission of a $4,555,540 Advanced Transportation Technology and Innovation (ATTAIN) Grant Program Application for the deployment of technologies to improve safety, reduce traffic-related fatalities and injuries, reduce traffic congestion, reduce transportation-related emissions, and improve system performance and connectivity at the intersection of State Route (SR) 85 and Baseline Road.

SUMMARY

PROJECT DESCRIPTION:
The City of Buckeye seeks to address the safety concerns at the intersection of SR 85 and Baseline Road by submitting a grant application that entails installing a traffic signal at each intersection, widening Baseline Road to provide two eastbound and westbound through lanes through the intersection and for the creation of northbound and southbound turn lanes, installation of conduit and fiber optic cables for traffic signal timing optimization, installation of Wrong Way Vehicle Detection Equipment, and the installation of overhead Variable Message Signs that are connected to the ADOT Traffic Management Center to allow messages to be displayed to drivers to warn them of potential hazards. The grant funds for this effort are for two years.

BENEFITS:
The proposed and requested technology will increase roadway safety at SR 85 and Baseline Road for all roadway users. Safety for all roadway users is the primary goal, and the City hopes to reduce the number of crashes and fatalities through the installation of traffic signals and the overhead Variable Message Signs as drivers will be informed prior to facing potentially dangerous roadway hazards and conditions. Another benefit is the installation of integrated traffic signal timing optimization which will help reduce traffic-related emissions.

FUTURE ACTION:
After all grant funds have been expended, any future maintenance for this intersection will become a part of the Public Works Department's budget.

FINANCIAL IMPACT STATEMENT:
The Federal grant portion is $4,555,540, with a $1,138,885 match from the City of Buckeye.

CURRENT FISCAL YEAR TOTAL COST:
$0

BUDGETED:
Yes

FISCAL YEAR:
2024-2025

FUND/DEPARTMENT:
Engineering

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
CAR Recap Summary SR 85 Baseline.docx
Cost Estimate - Baseline.pdf
Cover Page and Table of Contents - Baseline.docx
GRANT14056486 Grants.gov Grantor Agency Retrieval Receipt for Application Baseline.pdf
Narrative ATTAIN Application Baseline.docx
Volume 2 - Budget Application - Baseline.docx

Advanced Transportation Technology and Innovation (ATTAIN) Grant Application Summary Recap

Project Description:

The City of Buckeye seeks to address the safety concerns at the intersection of SR 85 and Baseline Road by submitting a grant application that entails installing a traffic signal at each intersection, widening Baseline Road to provide two eastbound and westbound through lanes through the intersection for the creation of northbound and southbound turn lanes, installation of conduit and fiber optic cables for traffic signal timing optimization, installation of Wrong Way Vehicle Detection Equipment, and the installation of overhead Variable Message Signs that are connected to the ADOT Traffic Management Center to allow messages to be displayed to drivers to warn them of potential hazards. The grant funds for this effort are for two years. This project is currently in the CIP plan.

Project Cost

- $ 5,694,425

Required Match

- $ 1,138,885

Grant Amount

- $ 4,555,540

Plans Once Grant Expires:

- After all grant funds have been expended, any future maintenance for this intersection will become a part of the Public Works Department's budget.

Objectives and Expected Outcomes

- The objective is to provide increased roadway safety at SR 85 and Baseline Road for all roadway users.
- The expected outcome is a reduction in the number of crashes and fatalities through the installation of traffic signals and Variable Message Signs.
- Another expected outcome is a reduction in traffic-related emissions through the installation of integrated traffic signal timing optimization.

Time Period for the Grant

- FY 2024 and FY 2025

BUCKEYE, AZ

COST ESTIMATE

PROJECT NAME: SR 85 - Baseline Road
ESTIMATE BY: J Willett
DATE: 1/31/2024

Item #	Item Description	Unit	Quantity	Unit Cost	Total Cost
PAVING ITEMS					
1	Subgrade Preparation	cy	10200	$20.00	$204,000.00
2	10" Aggregate Base Course	cy	7200	$100.00	$720,000.00
3	5" AC Base Course (19.0 mm), {Arterial}	ton	5850	$100.00	$585,000.00
4	Tack Coat (include application)	ton	3	$1,000.00	$3,000.00
5					$0.00
6					$0.00
7					$0.00
8					$0.00
9					$0.00
10					$0.00
				SubTotal	$1,512,000.00
TRAFFIC ITEMS					
1	4 7-way Micro-duct to MC 85	lf	4900	$40.00	$196,000.00
2	144 fible cable (2 cables)	lf	4900	$20.00	$98,000.00
3	Horizontal Drill Under UPRR	lf	400	$100.00	$40,000.00
4	Splice vaults	ea	4	$20,000.00	$80,000.00
5	Traffic Signal	ls	1	$1,000,000.00	$1,000,000.00
6	Signing/Striping	ls	1	$50,000.00	$50,000.00
7			0		$0.00
8			0		$0.00
9			0		$0.00
10					$0.00
				SubTotal	$1,464,000.00
TOTAL CONSTRUCTION COSTS					**$2,976,000.00**

PROJECT WIDE ITEMS					
1	Mobilization (10%)	ls	1	$297,600.00	$297,600.00
2	Dust and Water Palliative (1%)	ls	1	$29,760.00	$29,760.00
3	Contractor Quality Control (2%)	ls	1	$59,520.00	$59,520.00
4	Construction Surveying (2%)	ls	1	$59,520.00	$59,520.00
5	Maintenance of Traffic (10%)	ls	1	$297,600.00	$297,600.00
6			0		$0.00
7			0		$0.00
8			0		$0.00
9			0		$0.00
10					$0.00
				SubTotal	$744,000.00

COST ESTIMATE

PROJECT NAME: SR 85 - Baseline Road
ESTIMATE BY: J Willett
DATE: 1/31/2024

OTHER COSTS					
1	ATIS, VMS, and Wrong Way Detection	ls	1	$595,200.00	$595,200.00
2	Design Costs (10%)	ls	1	$297,600.00	$297,600.00
3	Construction Contingencies (9%)	ls	1	$267,840.00	$267,840.00
4	Construction Engineering (5%)	ls	1	$148,800.00	$148,800.00
5	Consultant Services (1%)	ls	1	$29,760.00	$29,760.00
6	AC Quality Initiative ($3 per ton)	ton	5850	$3.00	$17,550.00
7	UPRR Permits	ls	1	$100,000.00	$100,000.00
8			0		$0.00
9			0		$0.00
10					$0.00
				SubTotal	$1,456,750.00

TOTAL	$5,176,750.00
ADOT Mandatory Management (10%)	$517,675.00
TOTAL COSTS	**$5,694,425.00**
Federal	$4,555,540.00
Local Match	$1,138,885.00

Section I - Cover Page

City of Buckeye Grant Proposal

Buckeye Baseline 2023 and 2024 ATTAIN
City of Buckeye
Any inquiries with respect to this proposal may be directed to:
Rob Roach: Grant Program Administrator - 623-349-6165 - rroach@buckeyeaz.gov
Courtney Gomez: Grant Specialist – 623-349-6159 – cgomez@buckeyeaz.gov
Total Project Cost: $5,694,425

Section I –Table of Contents

Project Name	Buckeye Baseline 2023 and 2024 ATTAIN
Eligible Entity Applying to Receive Federal Funding	City of Buckeye
Total Project Cost (from all sources)	$5,694,425
Advanced Transportation Technology and Innovation Program Request	$4,555,540
Are matching funds restricted to a specific project component? If so, which one?	No
State(s) in which the project is located	Arizona
Is the project currently programmed in the: • Transportation Improvement Program • Statewide Transportation Improvement Program • MPO Long Range Transportation Plan • State Long Range Transportation Plan	No. It is only in the Buckeye Capital Improvement Program for FY 25 and 26
Technologies Proposed to Be Deployed (briefly list)	ATIS, VMS, and Wrong way Vehicle Detection
Will the project use connected vehicle technologies? If so, which technologies will be used – for instance, will the project use: • DSRC/5.9 GHz spectrum? • Cellular/4G/5G communications? • Another connectivity technology? (please specify – e.g., “Wi-Fi,” “Bluetooth,” “RFID,” etc.) If the connectivity technology has yet to be determined, please specify “TBD”	No
Will the project use automated driving system technologies?	No
Rural Considerations: a) Is the project serving a rural area(s)? A rural area is an area with a population of less than 50,000 residents according to the 2020 Census population estimates. b) If yes, how much ATTAIN funding is being requested to be put toward serving the rural area(s)?	Yes, 100% or $4,555,540

City of Buckeye ATTAIN Project for SR 85 and Baseline Road Intersection

From: [illegible]
To: [illegible]
Cc: [illegible]
Subject: GRANT14056486 Grants.gov Grantor Agency Retrieval Receipt for Application
Date: Sunday, February 4, 2024 5:35:22 PM

[NOTICE: This message originated outside of the City of Buckeye -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Your application has been retrieved by the Grantor agency.

Type: GRANT

Grants.gov Tracking Number: GRANT14056486

UEI: WYJBKKNHLA38

AOR name: Rob Roach

Application Name: Buckeye Baseline 2023 and 2024 ATTAIN

Opportunity Number: 693JJ324NF00005

Opportunity Name: FY23-FY24 Advanced Transportation Technology and Innovation (ATTAIN) Program

https://gcd02.safelinks.protection.outlook.com/?
url=https%3A%2F%2Fapply07.grants.gov%2Fapply%2Flogin.faces%3FcleanSession%3D1&data=05%7C02%7Cmsach%40buckeyeaz.gov%7C3b3b42a156c04a0d6f7a0b6c25e25455%7Cd0073fdfc5ba45c793844f7fc46c3f56c%7C0%7C0%7C638426960214327111%7CUnknown%7CTWFpbGZsb3dBcyJWIjoiMC4wLjAwMDAiLCJQIjoiV2lhMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=VHIpFT5%2BHmyxHYt5GIo4wNUDidaoMUioV3TC4gBhi6w%3D&reserved=0

We will notify you via email when your Grantor agency has assigned an Agency Tracking Number to your application.

Thank you.
Grants.gov
If you have questions please contact the Grants.gov Contact Center:
support@grants.gov
1-800-518-4726
24 hours a day, 7 days a week. Closed on federal holidays.

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Section II – Project Narrative

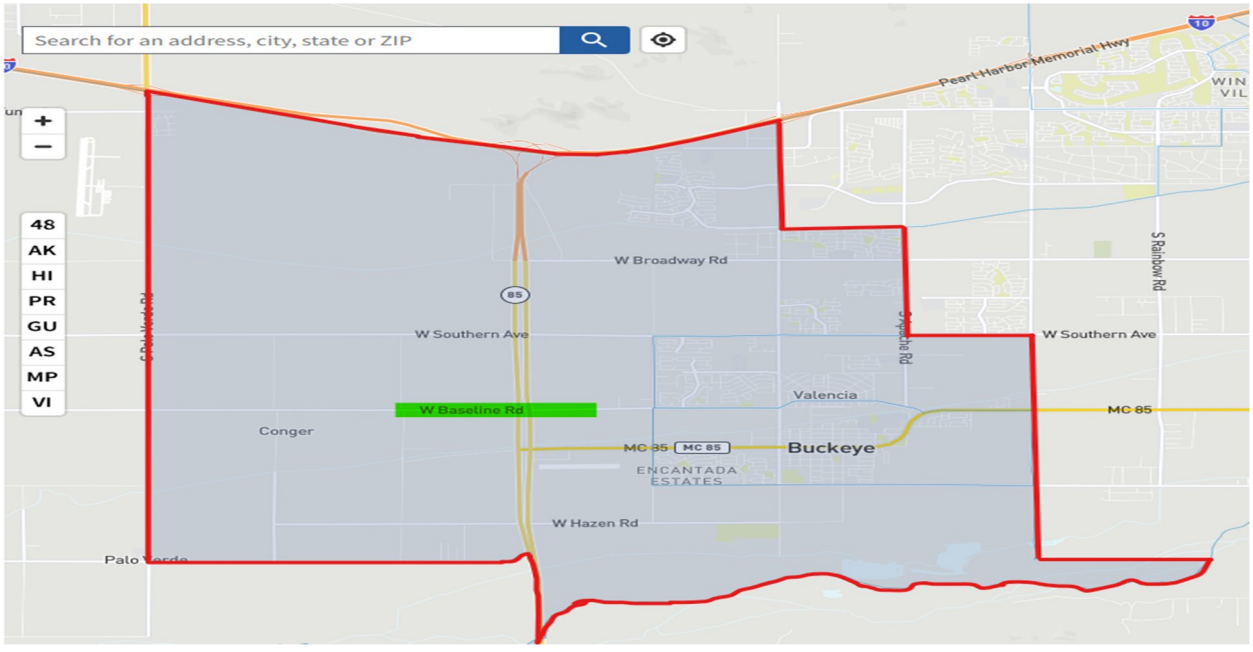
Purpose

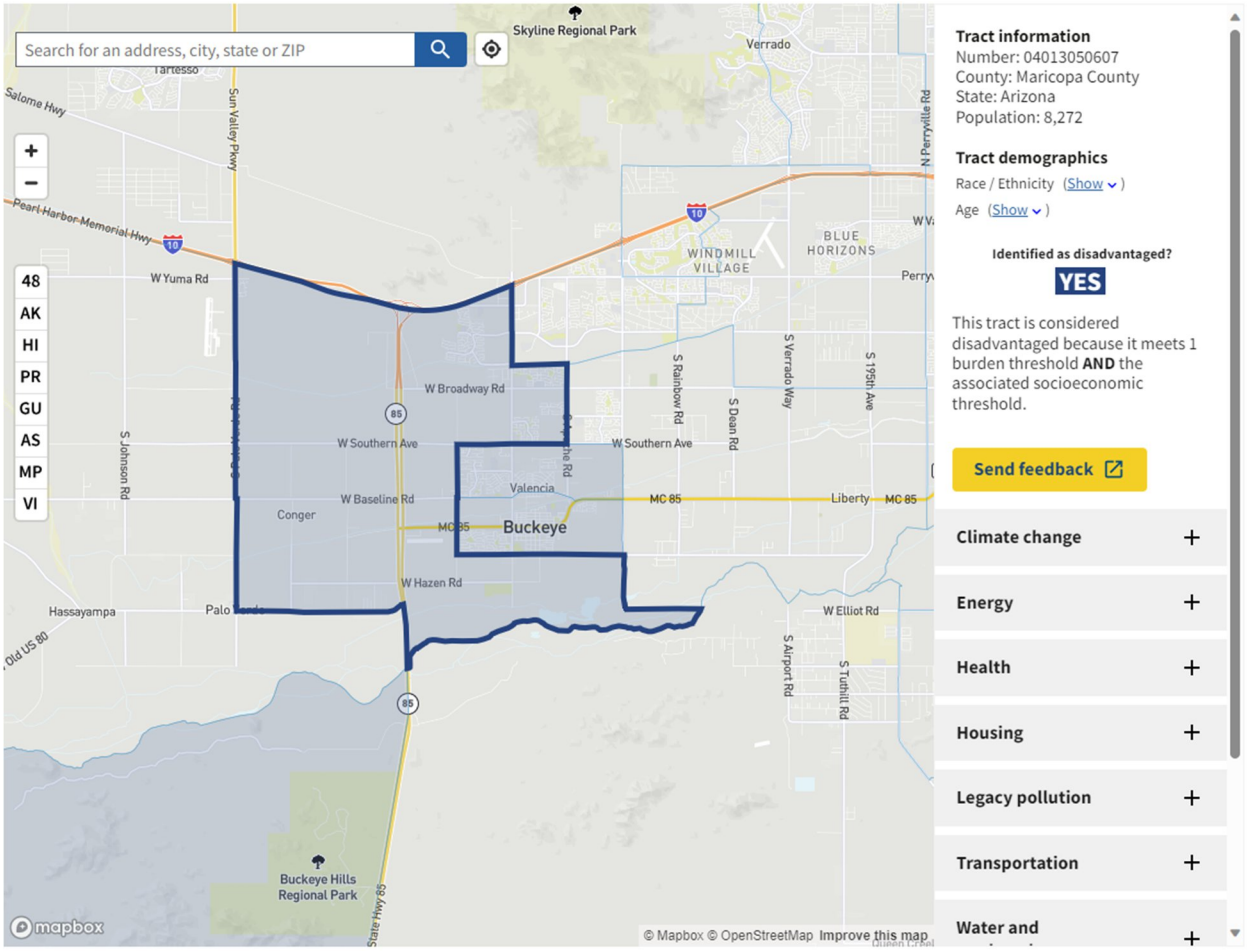
The project will deploy advanced transportation technologies to improve safety, reduce traffic-related fatalities and injuries, reduce traffic congestion, reduce transportation-related emissions, and reduce greenhouse emissions to improve the environment, improve public access to real-time integrated traffic, provide multimodal transportation information to make informed travel decisions, improve equity by serving disadvantaged communities, and improve system performance and connectivity. The project will include the use of innovative transportation solutions.

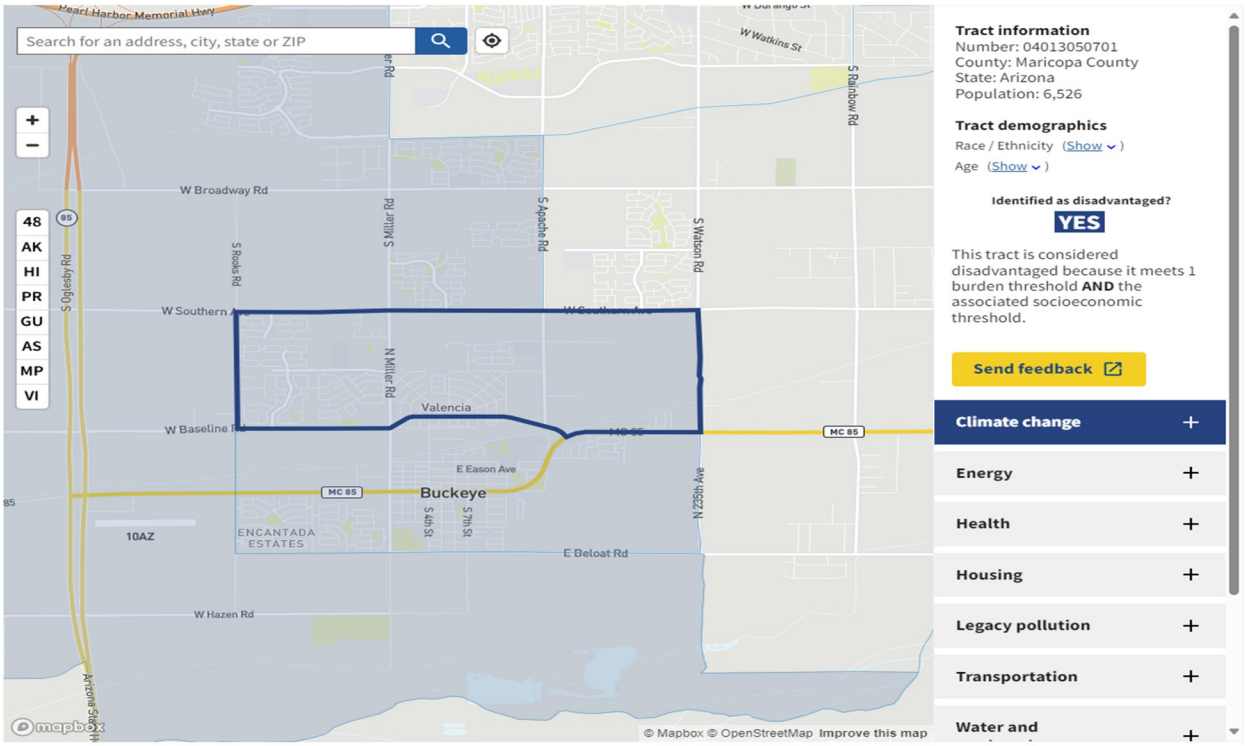
The project area of deployment is a rural area with population clusters spread over the area, covered by greater than 90% agricultural/open space, 2% industrial/commercial use, and 4% residential. The area is largely comprised of topographical challenges. The area is a mix of mountain, desert, river, and dry wash terrain. The population serviced by this project is approximately 19,777. It is estimated that the area is in about the 70th percentile for low income and poverty. This area has been federally designated as historically disadvantaged as to transportation, health, equity, environmental indicators, Risk Management Plan (RMP) facility proximity, wastewater discharge, flood risk, education, income, socioeconomic indicators, unemployment, and a high level of vulnerability to negative effects caused by external stresses on human health. Please see the below maps.

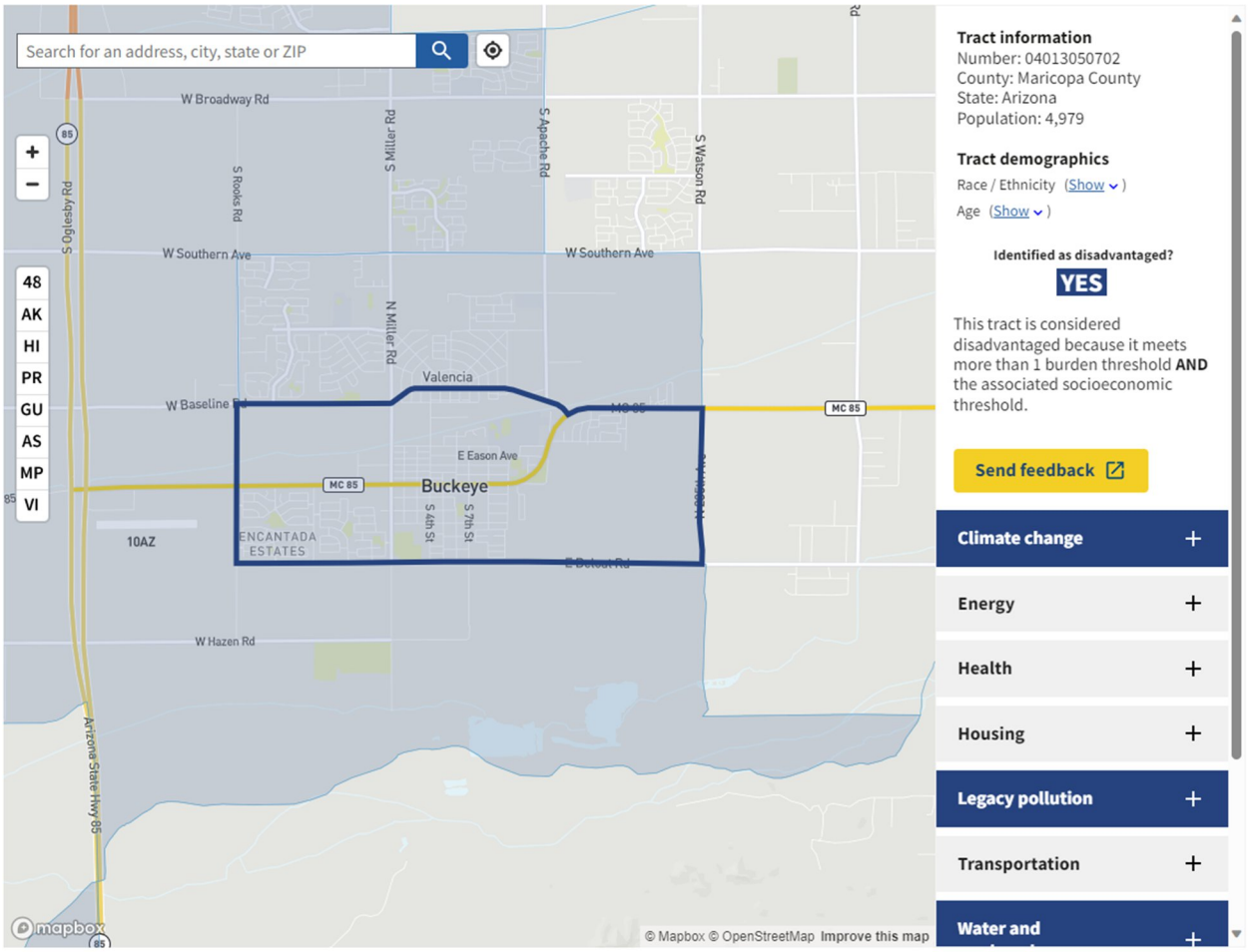
The first map shows a red outline of all 3 census tracts in the area served. The green line indicates the intersection in which the proposed project is located.

The remaining images show the individual census tracts showing the population of each tract. The total combined population from these 3 census tracts is 19,777. All of the populations within these census tracts are located in federally designated disadvantaged communities.




Search for an address, city, state or ZIP
Skyline Regional Park
Verrado
Tartesso
Salome Hwy
Sun Valley Pkwy
Pearl Harbor Memorial Hwy
W Yuma Rd
WINDMILL VILLAGE
BLUE HORIZONS
48
AK
HI
PR
GU
AS
MP
VI
W Broadway Rd
W Southern Ave
S Johnson Rd
S Rainbow Rd
S Verrado Way
S 195th Ave
S Dean Rd
Valencia
W Baseline Rd
Conger
MC 85
Liberty
Buckeye
W Hazen Rd
Hassayampa
Palo Verde
W Elliot Rd
S Airport Rd
S Tuthill Rd
Old US 80
Buckeye Hills Regional Park
State Hwy 85
mapbox
© Mapbox © OpenStreetMap Improve this map
Tract information
Number: 04013050607
County: Maricopa County
State: Arizona
Population: 8,272
Tract demographics
Race / Ethnicity (Show)
Age (Show)
Identified as disadvantaged?
YES
This tract is considered disadvantaged because it meets 1 burden threshold AND the associated socioeconomic threshold.
Send feedback
Climate change
Energy
Health
Housing
Legacy pollution
Transportation
Water and


Search for an address, city, state or ZIP
Pearl Harbor Memorial Hwy
W Watkins St
S Rainbow Rd
W Broadway Rd
S Apache Rd
S Watson Rd
S Rooks Rd
S Ogleby Rd
N Miller Rd
48
AK
HI
PR
GU
AS
MP
VI
W Southern Ave
Valencia
W Baseline Rd
MC 85
E Eason Ave
Buckeye
S 4th St
S 5th St
N 2nd Ave
10AZ
ENCANTADA ESTATES
E Beloat Rd
W Hazen Rd
mapbox
© Mapbox © OpenStreetMap Improve this map
Tract information
Number: 04013050701
County: Maricopa County
State: Arizona
Population: 6,526
Tract demographics
Race / Ethnicity (Show)
Age (Show)
Identified as disadvantaged?
YES
This tract is considered disadvantaged because it meets 1 burden threshold AND the associated socioeconomic threshold.
Send feedback
Climate change
Energy
Health
Housing
Legacy pollution
Transportation
Water and



Background

Arizona State Route 85 (SR 85) is a north-south state highway connecting Interstate 8 (I-8) and Interstate 10 (I-10) in the western portion of the Phoenix Metropolitan area. The northern terminus of SR 85 at the I-10 freeway is in the community of Buckeye, Arizona – one of the fastest growing cities in the United States (US). The southern terminus is south of I-8 at the US/Mexico Lukeville port of entry.

The Arizona Department of Transportation (ADOT) has the jurisdictional responsibility of SR 85 as it is a state highway in Arizona. The portion of SR 85 between I-8 and I-10 is within the metropolitan planning area of the Maricopa Association of Governments (MAG), which provides the financial funding for improvements to the regional freeway system in the area.

In the early 2000's, ADOT and MAG identified the need to improve SR 85 from a rural 2-lane highway to an eventual access-controlled freeway. A study was completed that recommended traffic interchanges at the Maricopa County Highway 85 (MC 85), Southern Avenue, Baseline Road, and Broadway Road crossroads and grade separated crossing over the Union Pacific Railroad (UPRR) tracks. Early construction phases of the SR 85 improvements included constructing the ultimate northbound and southbound frontage roads between the Gila River and I-10 with at-grade intersections with the major crossroads – Hazen Road, MC 85, Baseline Road,

Southern Avenue and Broadway Road – and the UPRR railroad tracks. These improvements provided two (2) through lanes in each direction from several miles south of the Gila River to I-10. However, traffic interchanges and controlled traffic infrastructure were only installed at the MC 85 interchange.

Currently, the Baseline Road (a 2-lane undivided roadway) interchange with SR 85 is a two-way STOP controlled eastbound and westbound traffic, with SR 85 free flow northbound and southbound traffic. The intersection configuration consists of a left turn, two through lanes, and a right turn lane in both the northbound and southbound directions. One thru lane in each direction and a slip right turn lane is provided in the eastbound and westbound directions. The Baseline Road crossroad traffic is required to stop before entering/crossing SR 85. The separated frontage road improvement to SR 85 requires a 2-stage maneuver to cross SR 85 for traffic on the crossroads. For example, westbound traffic must stop, cross the northbound lanes of SR 85, drive through the median portion of SR 85, stop again, and then cross the southbound lanes of SR 85.

Additional improvements to SR 85 were part of the Proposition 400 (Prop 400) bill that Maricopa County residents approved that provided funding for improvements to the regional transportation network through a half-cent sales tax. However, due to rising construction costs and needs elsewhere, no improvements have been completed to SR 85 since the early 2000's. Prop 400 expires in 2025 and the proposed extension (Prop 479) will go to Maricopa County voters in November 2024. However, no improvements to SR 85 are included in Prop 479. When approached and asked when the traffic signal would be installed at the crossroads of SR 85, ADOT responded they do not currently have the funding to install the traffic signals or necessary improvements. Nor do they have any planned projects for any traffic signals along SR 85.

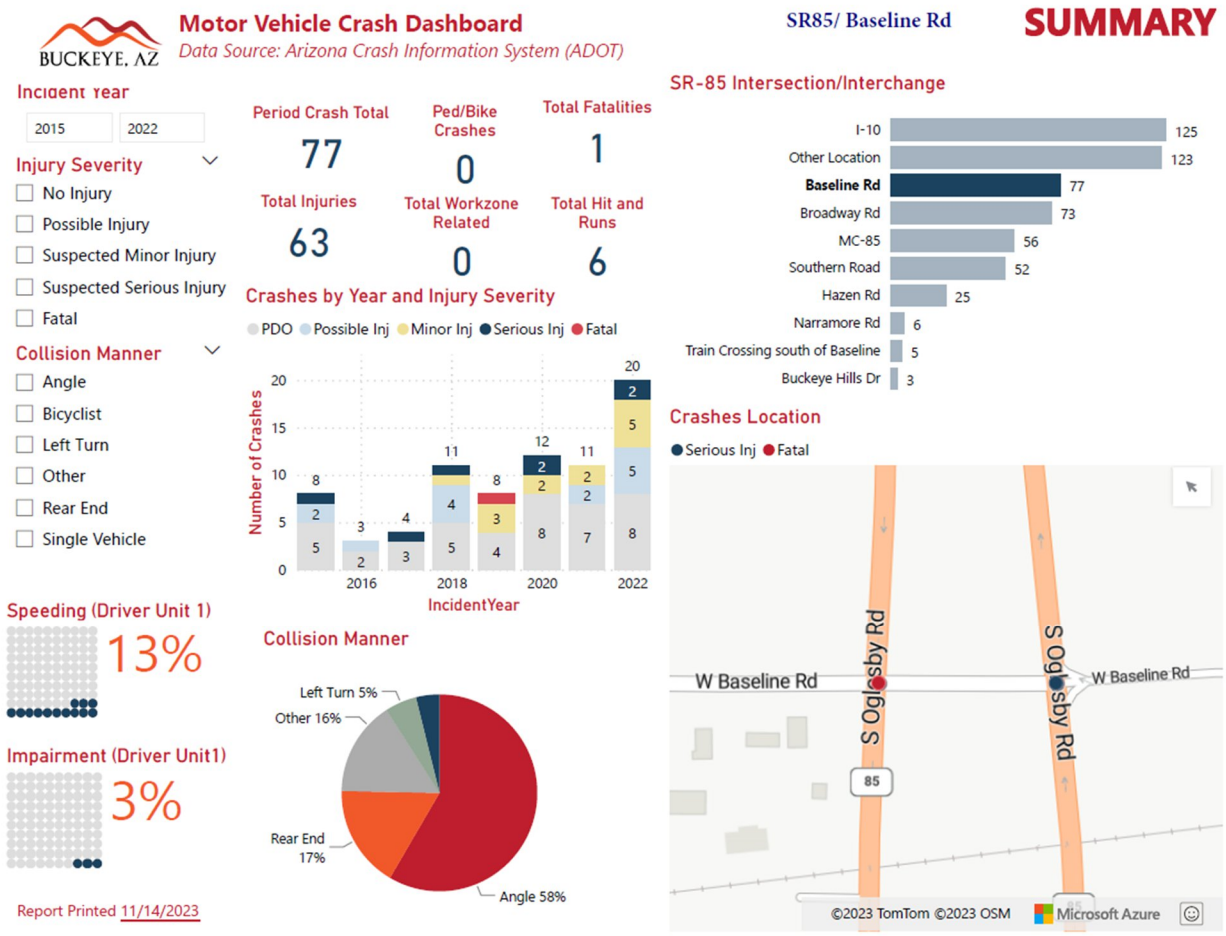
Several nearby industrial developments are in the early stages of design, and there are existing industrial facilities and warehouses that generate employee passenger vehicle traffic as well as large commercial vehicle traffic through this intersection. It is anticipated the traffic generated from these developments will necessitate the need for traffic control improvements at this intersection.

Current daily traffic volumes on SR 85 near the Baseline Road crossroad are approximately 20,000 vehicles a day. Much of that traffic is large commercial vehicles such as semi-truck tractor trailers. This daily volume is making it difficult for crossroad traffic to cross or enter SR 85. In total, over 20 million square feet of employment is currently in the planning stages along the SR 85 corridor between the Gila River and I-10 with a potential additional 20 million square feet in the future. When asked why so much warehouse development is being proposed along the corridor the responses were as follows –

- This area is 5 hours from the ports of San Diego, Long Beach and Los Angeles and falls within the 11-hour maximum driving time for semi-truck drivers to complete a round trip.
- Located in close proximity to I-8 and I-10, which allows access to the east and the west.
- Located along the future I-11 corridor.

Traffic signal warrant studies completed by ADOT in the past and those recently conducted as part of traffic impact analyses for proposed developments along SR 85 have indicated that traffic signals should be installed at the Baseline Road intersection with SR 85. The traffic impact analyses (TIA) for the currently proposed developments indicated traffic signals should be installed at the crossroad intersections with SR 85.

A review of the crash history of SR 85 between the Gila River (south of Buckeye) and I-10 for the time period 2015-2022 (attached to this application below) indicates that the Southern Avenue intersection with SR 85 suffered 77 crashes with 1 fatality and 7 serious injuries. While the 2023 crash data is not available, Buckeye is aware of at least three more fatal crashes that occurred along SR 85 in 2023. Additionally, there were 63 injuries incurred in those crashes and 6 hit and run incidences. At least 13% of the crashes involved speeding. Rear end crashes accounted for 17% of the crashes, indicating that thru traffic from behind were unable to avoid a crash while overtaking other vehicles. More importantly, 58% of the crashes occurred by crashing into the side of another vehicle, indicating that traffic was attempting to enter the roadway while through traffic crashed into the entering traffic. Most of these crashes could be avoided by installing traffic control improvements at the intersection.



Buckeye plans to include Advanced Traveler Information Systems (ATIS) to give transportation-related information to drivers to enable drivers to make down-the-road decisions. This includes Visual Marketing Systems (VMS) or Motorist Reader Boards. ATIS will help motorists make more informed decisions to improve commutes, reduce vehicular environmental impact, and reduce road rage. These systems may even suggest routes to take or to avoid providing a better, safer pathway for the journey. These may include the shortest, safest, and fastest routes available at that time. Routing is a key problem in ATIS. The dynamic and historical information about traffic may be available from the cameras on different roads and sometimes even from the other cars. The information can be used to anticipate near-future traffic. The anticipated traffic is used for deciding the route of a vehicle. A good routing strategy may be able to minimize future traffic incidences. The quickest route may not always be the shortest route due to the dynamic nature of the traffic, variance in terrain and route obstacles, and varying speed limits. Fuel economy may also be a consideration. Mountainous routes, routes with numerous stop signs and/or traffic signals can reduce fuel mileage. The likelihood of congestion and prolonged wait times can affect mileage, safety conditions, and mental state. People may also prefer to avoid toll roads. Also, condition and maintenance of the road surface may play into the decision. Live traffic information and updates aid travelers to choose suitable routes for their unique needs and desires. The traveler may prefer to take the suggested route, select the route themselves, or choose a combination based on the current information. These systems can detect road closures, lane blockages, accidents, congestion, and road conditions. Dynamic re-routing is an important tool to utilize throughout the transportation infrastructure. ATIS can be used to display many types of information, including information about the route, roads ahead, places of interest, congestion levels, planned closures, and construction work.

Buckeye will deploy advanced transportation management technologies. These technologies allow Buckeye to manage local traffic signalized intersections. Local operators can manage and control the performance of the Buckeye transportation system remotely from a central office. Functions such as timing of lights, duration of traffic pass-thrus, coordination and synchronization of multiple signalized intersections, and management and control of signalized intersections for event or incident management response are all part of the technology. The signals at this crossroad with SR 85 intersection will be integrated to the existing Buckeye transportation technology system and can be synchronized within the existing system.

Buckeye also anticipates employing Intelligent Transportation Systems (ITSs) and Integrated Corridor Management (ICM). These systems can efficiently disseminate information sharing between infrastructures, pedestrians, and public transportation systems. ICM optimizes use of existing infrastructure and leverages underutilized capacity on the Nation's urban corridors. ICM manages the transportation corridor as a system rather than using the more traditional approach of managing roadways as individual assets. The ICM Initiative is designed to aid areas in realizing significant improvements in the efficient movement of people and goods through aggressive, proactive integration and management of major transportation corridors. These technologies will be integrated with the existing Buckeye transportation system, providing information flow, and assisting transportation system operators in the management and optimization of transportation and mobility services. The equipment will be able to communicate with other systems and share information. This improves the entire operations of SR85, I-10, and I-8 within this area.

Goals of this project include:

- Safety for all roadway users is the primary goal.
- Reduce the number of crashes by 50%, reduce the number of fatalities to zero, reduce the number of serious injuries to zero, and reduce the number of non-serious injuries.
- Improve driver, passenger, and pedestrian safety.
- Disseminate information and educate roadway users in the area of safety, courtesy, roadway hazards and conditions.
- Improve equity by servicing a rural, federally designated disadvantaged community.
- Provide for a sustainable movement of people and goods.
- Reduce transportation-related emissions and streamline traffic flow.
- Integrate advanced technologies into the existing transportation system management and operations; and
- Reduce greenhouse gas and pollutant emissions in a rural, disadvantaged community.

Climate Change and Sustainability

The project can improve the environment by reducing idling time of crossroad traffic at stop signs by reducing excessive wait times for thru traffic to clear. As per an article published by the US DOT Federal Highway Administration, "Appropriate timing of traffic signals can decrease congestion, improve air quality, reduce fuel consumption, and minimize aggressive driving behavior." According to an article penned by Ravalli County, MT., an automobile during idle time can produce 4 pounds of CO2 and particulates into the atmosphere per hour. It can also use a fifth of a tank of gasoline. Idling contributes to poor air quality and global warming, damages a vehicle's engine, and wastes money and natural resources. Car exhaust contains nitrogen oxides (NOx), volatile organic compounds (VOCs), particulate matter (PM), carbon monoxide (CO) and carbon dioxide (CO2). Idling vehicles needlessly emit these dangerous pollutants into the air where they affect the environment and health. An idling vehicle releases harmful chemicals, gases, and particle pollution ("soot") into the air, contributing to ozone, regional haze, and global climate change. Every gallon of gas burned produces more than 20 pounds of greenhouse gases. Particulate matter (PM) can aggravate asthma, cause coughing, difficulty in breathing, decrease lung function, exacerbate cardiovascular problems and lead to chronic bronchitis. Carbon monoxide (CO) slows delivery of oxygen to the body's organs and tissues. Exposure to CO aggravates heart disease and can cause headaches and visual impairment. By installing traffic control signalized lights at the crossroad intersection with SR 85, existing extended wait times for crossroad traffic can be shortened and thereby improve the environment by reducing the introduction of harmful emissions into the air. The reduction in greenhouse gases will improve the air quality in this disadvantaged community.

Equity

Installation of signalized technology at this crossroad will also provide equity to this disadvantaged community by making the community's roadway safer. By regulating the flow of traffic, the goal is to reduce fatalities and serious injuries to zero, and to reduce crashes by 50%. The proposed project improvements will also benefit the economy, efficiency, and reliability of movement of goods, services, and people. The signalized intersection will provide the heavy employee and commercial traffic with a regulated traffic flow for their crossroad needs and

significantly reduce the risk of crashes by stopping oncoming SR85 traffic so that the crossroad traffic generated by the distribution warehouses may cross and/or enter SR 85 without risk.

Job Creation

Over 20 million square feet of employment is currently in the planning stages along the SR 85 corridor between Gila River and I-10 with a potential additional 20 million square feet in the future. These new warehouses in this area will create an increased need for improvements along SR 85 at intersections off of which these warehouses will be located (Southern Avenue, Broadway Road, and Baseline Road). By improving the intersections along SR 85, employees will be able to commute to and from work in a more safe and efficient manner.

State of Good Repair

The project will have a focus on State of Good Repair wherein the project will maintain transportation systems in a state of good repair. This effort will support the goals of improving roadway safety, reducing crashes, fatalities, and injuries, and sustain mobility of people and goods.
Another focus is efficient movement of freight. This project strengthens the mobility of goods being transported out of the existing and future distribution warehouses in this service area that utilize SR 85 and the crossroads used to access SR 85. With the use of the proposed technology to be deployed, there will be a readily available source of traffic information for the distribution centers to utilize in their logistics planning. The proposed technology aids in the commitment of Buckeye to make data available to all interested users.

Freight Movement

According to the Arizona State Freight Plan from 2022, transport, trade, and utilities were ranked the top employment sector in 2019, and Arizona is ranked 3rd when it comes to originations in terms of total freight tons. The Plan also states that one of the weaknesses of Arizona's Freight Transportation System is the traffic congestion in and around communities. Downtown Buckeye is less than 3 miles away from SR 85, and with Buckeye's rapid growth, there will be increased traffic counts year after year, and an increased potential for traffic congestion.

Since there are several warehouses located along SR 85, a major highway that connects I-10 and I-8, the synchronization of traffic signals is vital to freight movement and logistics. Without traffic signal synchronization, large commercial vehicles may create increased traffic issues for the local community as well as increased emissions. Many companies have GPS tracking devices on their semi-trucks to help the company improve routing, logistics, asset security, and utilization. The Arizona State Freight Plan from 2022 mentions that one of the strengths of the plan is that freight clusters are mostly efficiently connected to the multimodal freight transportation system. The multimodal freight transportation system in Arizona is efficient, reliable, and extensive according to another strength mentioned in the Plan.

SR 85 and Baseline Road Proposed Improvement

- Install a traffic signal at each intersection. The traffic signal vehicle detection equipment will be able to collect traffic count data for each lane of travel. This data will be accessible anytime to allow analysis of the intersection's operation.
- Widen Baseline Road to provide two (2) eastbound and westbound through lanes through the intersections.
- Widen Baseline Road to provide an eastbound left turn lane at the northbound SR 85 intersection and a westbound left turn lane at the southbound SR 85 intersection to remove the left turning vehicles from the through lanes and optimize the traffic signal operation.
- Widen Baseline Road to provide an eastbound right turn lane at the southbound SR 85 intersection and a westbound right turn lane at the northbound SR 85 intersection to remove the right turning vehicles from the through lanes and optimize the traffic signal operation.
- Install conduit and fiber optic cable ½-mile south to the MC 85 signalized intersection to allow communication between the traffic signals and provide traffic signal timing optimization along the corridor to minimize vehicle emissions associated with idling vehicles at the traffic signals. This will require coordination with the UPRR for a permit under their railroad tracks. If a permit cannot be obtained in time for the project to proceed to construction in the fall of 2024, the City will utilize wireless radio communication between the MC 85 and Baseline Road traffic signals.
- The interconnect conduit and fiber will be connected to the existing ADOT equipment at the SR 85/I-10 interchange providing a connection to the MAG RCN (Regional Communication Network).
- The project will install Wrong Way Vehicle Detection equipment on the SR 85 approaches to the crossroads to improve the safety of the corridor.
- The project will install overhead Variable Message Signs that are connected to the ADOT Traffic Management Center to allow applicable messages to be displayed to drivers on SR 85. In addition, the signs will be connected with the Wrong Way Vehicles Detection equipment to provide warning messages when a wrong way vehicle is detected.

The Deployment Plan for the project will be completed in several phases beginning with the construction.

- An initial Phase will be installing the ATIS and Wrong Way Vehicle Detection equipment on SR 85.
- The next phase will be the activation of the traffic signals.
- The next phase will be the installation of the ITS conduit and fiber and connecting the traffic signals to the City's network.
- The next phase will be connecting the SR 85 ITS to the existing ADOT system along I-10 and connecting to the RCN.

- The final phase would be installing the VMS (Dynamic) signs along SR 85.

A basic schedule for the project is provide below:

- Notice to Proceed (NTP)
- Conceptual Design Layout - 3 months from NTP
- Preliminary Design - 6 months from NTP
- ROW, Utility and Environmental Clearance - 8 months from NTP
- Approval of the Construction Documents - 9 months from NTP
- Advertisement/Procurement of contractor - 11 months after NTP
- Begin Construction - 12 months after NTP
- Order Traffic Signal and ITS materials - 13 months after NTP
- Wrong Way Vehicle Detection Operational - 14 months after NTP
- Traffic Signal Construction Complete - 18 months after NTP
- ITS Conduit Construction Complete - 19 months after NTP
- VMS (Dynamic) Sign Construction Complete - 21 months after NTP

At this time, Buckeye does not anticipate any challenges in the regulatory, legislative, or institutional environments to deployment. Buckeye will be coordinating with ADOT and MAG regarding this project. Also, at this time Buckeye does not anticipate that the project will require an exemption from the Federal Motor Vehicle Safety Standards, Federal Motor Carrier Safety Regulations, or any other regulation. Buckeye has completed other Federal projects requiring compliance with the Buy America Act (BABA) and anticipate that this project can comply with BABA.

Technologies	**Implemented/Addressed by Application (Check all that apply)**
1. Advanced traveler information systems	X
2. Advanced transportation management technologies	X
3. Advanced transportation technologies to improve emergency evacuation and response by Federal, State, and local authorities	
4. Infrastructure maintenance, monitoring, and condition assessment	
5. Advanced public transportation systems	
6. Transportation system performance data collection, analysis, and dissemination systems	X
7. Advanced safety systems, including V2V and V2I communications, technologies associated with automated vehicles, and other collision avoidance technologies, including systems using cellular technology	

8. Integration of intelligent transportation systems with the Smart Grid and other energy distribution and charging systems	
9. Integrated corridor management systems	X
10. Advanced parking reservation or variable pricing system or system to assist trucks in locating available truck parking	
11. Electronic pricing, toll collection, and payment systems	
12. Technology that enhances high occupancy vehicle toll lanes, cordon pricing, or congestion pricing	
13. Integration of transportation service payment systems	
14. Advanced mobility and access technologies, such as dynamic ridesharing and information systems to support human services for elderly and disabled individuals	
15. Retrofitting DSRC technology deployed as part of an existing pilot program to C–V2X technology, subject to the condition that the retrofitted technology operates only within the existing spectrum allocations for connected vehicle systems	
16. Advanced transportation technologies, in accordance with the research areas described in section 6503 of Title 49	
Program Goals	**Implemented/Addressed by Application (Check all that apply)**
1. Reduction in the number and severity of traffic crashes and an increase in driver, passenger, and pedestrian safety;	X
2. Delivery of economic benefits by reducing delays, improving system performance and throughput, and providing for the efficient and reliable movement of people, goods, and services;	X
3. Demonstration, quantification, and evaluation of the impact of these advanced technologies, strategies, and applications towards improved safety, efficiency, equity, and sustainable movement of people and goods;	X
4. Improvement in the mobility of people and goods;	X
5. Improvement in the durability and extension of the life of transportation infrastructure;	
6. Reduced costs and improved return on investments, including through the enhanced use of existing transportation capacity;	
7. Protection of the environment and delivery of environmental benefits that alleviate congestion and streamline traffic flow;	X
8. Measurement and improvement of the operational performance of the applicable transportation networks;	
9. Collection, dissemination, and use of real-time transportation-related information including, but not limited to, work zone, weather, transit, and paratransit, to improve mobility, reduce congestion, and provide for more efficient and	X

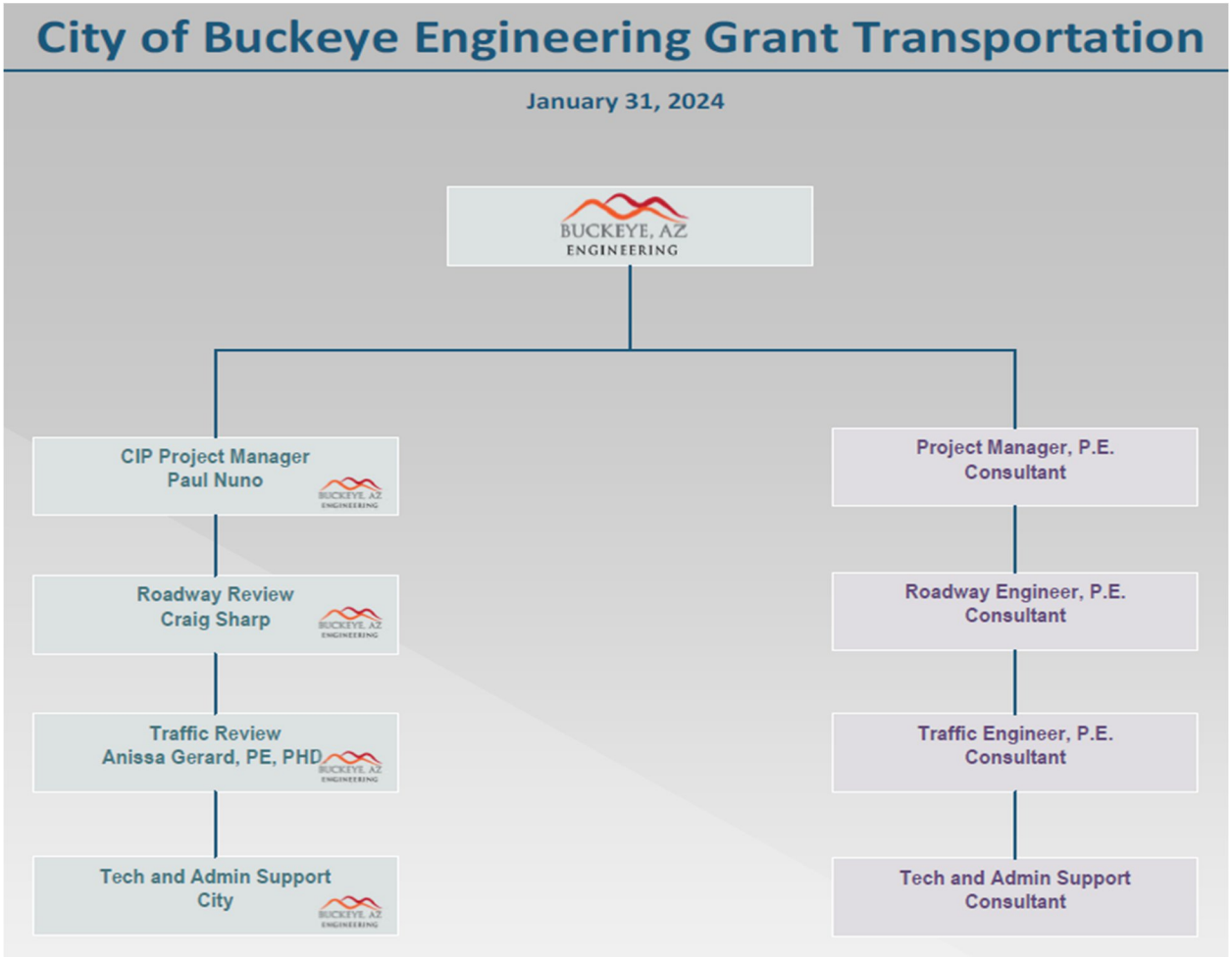
accessible, and integrated transportation, including access to safe, reliable, and affordable connections to employment, education, healthcare, freight facilities, and other services;	
10. Facilitating account-based payments for transportation access and services and integrating payment systems across modes;	
11. Monitoring transportation assets to improve infrastructure management, reduce maintenance costs, prioritize investment decisions, and ensure a state of good repair;	X
12. Accelerated deployment of V2V, V2I, vehicle-to-pedestrian, and technologies associated with automated vehicle applications and other advanced technologies.	
13. Integration of advanced technologies into transportation system management and operations;	X
14. Reproducibility of successful systems and services for technology and knowledge transfer to other locations facing similar challenges;	
15. Incentivizing travelers— (I) to share trips during periods in which travel demand exceeds system capacity; or (II) to shift trips to periods in which travel demand does not exceed system capacity.	
Administration's Priorities	**Implemented/Addressed by Application (Check all that apply)**
Safety	X
Climate Change and Sustainability	X
Equity	X
Workforce Development, Job Quality, and Wealth Creation	X
DOT Focus Areas	**Focus Areas Implemented/Addressed by Application (Check all that apply)**
1. State of Good Repair	X
2. Integration of intelligent transportation systems with the Smart Grid and other energy distribution and charging systems	
3. Advanced public transportation systems	
4. Freight (or Port) Community Systems	
5. ROUTES Initiative	
6. Complete Trip Program	
7. Data Availability	X

Section III □Management Structure

The City of Buckeye is the applicant organization that will be designated as the recipient if awarded. The City of Buckeye has its own Engineering Department who will be managing the deployment of the project, along with the Finance Department who will manage and track the funding and reporting requirements of the project. As noted in the budget, the City of Buckeye will be working with the Arizona Department of Transportation (ADOT) on this project as ADOT has the jurisdictional responsibility of SR 85 as it is a state highway in Arizona. The City of Buckeye will also be coordinating with the Maricopa Association of Governments (MAG) as the portion of SR 85 between I-8 and I-10 is within MAG's metropolitan planning area.

The City of Buckeye will also coordinate with the Union Pacific Railroad as this project requires permits to allow for the horizontal drill under the Union Pacific Railroad for the installation and deployment of the fiber cables that will allow for traffic signal synchronization.

The management structure within the Engineering Department of the City of Buckeye starts with the Capital Improvements Program (CIP) Project Manager, P.E., next is the Roadway Engineer, P.E., then the Traffic Engineer, P.E., and concludes with the technical and administrative support staff.



Section IV – Staffing Description

The City of Buckeye has its own Engineering department which will be managing the project. The management structure for this project begins with the CIP Project Manager, Paul Nuno, who will be responsible for the management of the Project and ultimately delivering a successful project. He will work with the design consultant's Project Manager to ensure the project stays in scope, within budget and on time by coordinating with them on a regular basis. In addition, he will be the design consultant's primary point of contact with the City for any questions. He will ensure the City's reviews of the design submittals are timely and that the project conforms to the initial project scope and budget. During the project development and construction, he will provide a monthly update to City Management on the status of the project. Once the project design is completed and the project is in the construction phase, he will attend the regular construction meetings and ensure the project stays within budget and schedule. If change orders are required due to unforeseen circumstances that arise during the project development or construction phase, he will work with the design consultant or contractor to develop an appropriate cost and ensure funding is available to cover the cost increase. At the completion of the construction phase, he will work with the contractor to obtain the necessary as-built drawings and ensure all final payment invoices are approved and paid. He will also ensure all final federal forms are completed correctly and submitted.

The next person within the City of Buckeye's management structure for this project is the Roadway Engineer, Craig Sharp, who will be responsible for reviewing the roadway and drainage design plans and ensuring they confirm to the City's design standards for the portion of the improvements within the City ROW and to ADOT design standards for the portions within ADOT ROW. This includes verifying the lane shifts and merge tapers per the recommendations within the Manual on Uniform Traffic Control Devices (MUTCD). In addition, he will ensure the clear zone requirements are met as per the AASHTO Roadside Design Manual. He will also confirm the various roadway related construction items and quantities developed for the project.

The third person within the City of Buckeye's management structure for this project is the Traffic Engineer, Anissa Gerard, PE, PHD, who will be responsible for reviewing the signing/striping, traffic signal and ITS plans and ensuring they conform to the City's design standards for the portion of the improvements within the City ROW and to ADOT design standards for the portions within ADOT ROW. She will also confirm the various traffic related construction items and quantities developed for the project. She is also responsible for reviewing any traffic studies developed for the projects.

The final leg of the City of Buckeye's management structure for this project is the technicians who will be responsible for logging the review submittal in and out of the Bluebeam Review Session management tool. The administration support will assist the project manager with the overall management of the project by helping ensure the consultant's and contractor's invoices are reviewed/approved and then processed in a timely manner. They will also assist in setting up any necessary project meetings. In addition, they will prepare the documents to advertise the project and secure a qualified contractor to construct the improvements.

For the project funding and reporting requirements, the City of Buckeye has a Grants Division within their Finance Department, Rob Roach and Courtney Gomez, who will oversee, manage, and review all grant funding activities if awarded. The Grants Division will oversee all grant reports required and ensure all reports are submitted by the required due dates. The Grants Division will also hold regular meetings with the Engineering Department liaison, John Willett, for updates on the project. If awarded, this project will be subject to Davis-Bacon reporting requirements and the BABA, for which the Grants Division will oversee these requirements as well. Rob Roach will be the primary point of contact and can be reached by email at rroach@buckeyeaz.gov and by desk phone at 623-349-6165.

As noted in the budget, the City of Buckeye will be working with ADOT on this project as ADOT has the jurisdictional responsibility of SR 85 as it is a state highway in Arizona. The City of Buckeye will also be coordinating with MAG as the portion of SR 85 between I-8 and I-10 is within MAG's metropolitan planning area.

The City of Buckeye will also coordinate with the Union Pacific Railroad as this project requires permits to allow for the horizontal drill under the Union Pacific Railroad.

Appendix – Resumes

CIP Project Manager – Paul Nuno

With nearly 20 years of experience in the construction industry, Paul is a versatile and results-proven Construction and Engineering project manager who can handle complex and diverse projects from start to finish. Paul has a strong background in construction contract negotiation, contract management, procurement, as well as a keen eye for quality and sustainability. His diverse experience ranges from heavy civil major municipal infrastructure projects in Water/Wastewater and Transportation to ground up new build development projects in the private sector. Paul's mission is to build efficient, functional, and attractive facilities that meet the needs and expectations of all stakeholders throughout the City of Buckeye and beyond. He is currently managing both SR/85 Baseline and SR85/Southern intersection improvement projects during the design phase.

Roadway Engineer – Craig Sharp

Craig has over 25 years of experience with inspection and plan review, with his last 10 years being with the City of Buckeye. His initial 8 years were in the inspection field confirming the roadway improvements were constructed per the approved plans and agency standards. For the last 17 years, Craig has been a plan reviewer responsible for the review of roadway and drainage design plans to ensure their conformance to City standards. He is active with the MAG Standards and Details Committee and was the Chair for 2020-2021. He will be responsible for reviewing the roadway and any drainage plans for the project to ensure the plans are to City of Buckeye and ADOT standards.

Traffic Engineer – Anissa Gerard, PE, PHD

Anissa has over 20 years of experience in the transportation industry, including time in the academia world as a research assistant and Adjunct Professor. Prior to her joining the City in 2023, she worked for ADOT as a Regional Traffic Engineer and understands their standards and requirements for signing/striping and traffic signal design. She is a Senior Traffic Engineer for the City and is responsible for the reviews of signing/striping and traffic signal plans, as well traffic studies prepared for private development projects and City CIP projects. She will be responsible for reviewing the signing/striping, traffic signal and ITS plans for the project to ensure the plans are to City of Buckeye and ADOT standards.

Volume 2. Budget Application

Summary Budget Narrative

SAM UEI: WYJHKKNHLA38

This Improvement Project has several planned project costs that are listed in the table below. The project includes:

- Install a traffic signal at each intersection, including ATIS, VMS, and vehicle detection. The traffic signal vehicle detection equipment will be able to collect traffic count data for each lane of travel. This data will be accessible anytime to allow analysis of the intersection's operation.
- Widen Baseline Road to provide two (2) eastbound and westbound through lanes through the intersections.
- Widen Baseline Road to provide an eastbound left turn lane at the northbound SR 85 intersection and a westbound left turn lane at the southbound SR 85 intersection to remove the left turning vehicles from the through lanes and optimize the traffic signal operation.
- Widen Baseline Road to provide an eastbound right turn lane at the southbound SR 85 intersection and a westbound right turn lane at the northbound SR 85 intersection to remove the right turning vehicles from the through lanes and optimize the traffic signal operation.
- Install conduit and fiber optic cable ½-mile south to the MC 85 signalized intersection to allow communication between the traffic signals and provide traffic signal timing optimization along the corridor to minimize vehicle emissions associated with idling vehicles at the traffic signals. This will require coordination with the UPRR for a permit under their railroad tracks. If a permit cannot be obtained in time for the project to proceed to construction in the fall of 2024, the City will utilize wireless radio communication between the MC 85 and Baseline Road traffic signals.
- The interconnect conduit and fiber will be connected to the existing ADOT equipment at the SR 85/I-10 interchange providing a connection to the MAG RCN (Regional Communication Network).
- The project will install Wrong Way Vehicle Detection equipment on the SR 85 approaches to the crossroads to improve the safety of the corridor.
- The project will install overhead Variable Message Signs that are connected to the ADOT Traffic Management Center to allow applicable messages to be displayed to drivers on SR 85. In addition, the signs will be connected with the Wrong Way Vehicles Detection equipment to provide warning messages when a wrong way vehicle is detected.

The project starts with the design of the project in year one which will cost $297,600. Once the design is completed and approved, the project will begin with the subgrade preparation which includes the demolition stage, which will cost $204,000. Once the subgrade preparation has been completed, a 10-inch aggregate base with stones and sand will be laid and compacted ($720,000)

to prepare for the 5-inch asphalt base ($585,000) and then the tack coat (sealant) will be applied to the newly constructed roadway ($3,000). Since the Baseline Road and MC 85 project will affect the UPRR, the City of Buckeye will need to obtain a permit to horizontally drill under the UPRR, this permit will cost $100,000. The combined design costs, paving items, and permits for year one total $1,909,600.

In the second year of the project, traffic items will be installed. These items include four 7-way micro-ducts to MC 85 ($196,000), two 144 fiber cables ($98,000), six splice vaults ($80,000), one traffic signal ($1,000,000), signing and striping to indicate the lanes and upcoming turns ($50,000), ATIS wrong way vehicle detection and VMS reader ($595,200). Horizontal drilling under the UPRR will also be completed to run the cables continuously ($40,000). These items will all interact with the existing technology along SR 85, and aid in expanding and enhancing the current technology to serve as a precautionary tool for travelers along SR 85. Included in year two of the budget is construction contingency ($267,840), this is to ensure that there are enough funds to complete the project should any costs increase, or any unforeseen circumstances arise. The total for the year two items is $2,327,040.

Lastly, the budget contains project wide items that will be needed in both year 1 and year 2. In the budget summary table below, the total cost for each planned project cost is divided between the two years. In this narrative the total cost for each planned project activity has been provided. The mobilization will be incurred throughout the entirety of the project as the construction crews need to have the correct equipment at the correct location at the correct time ($297,600). The other items are standard in roadway construction and include dust and water palliative ($29,760), contractor quality control ($59,520), construction surveying ($59,520), and maintenance of traffic ($297,600). Additionally, construction engineering ($148,800), consultant services ($29,760), and AC quality initiative which is the final test of the roadway to determine quality ($17,550). The total cost for these activities for the entire duration of the project is $940,110 which will be split between years one and two ($470,055 per year).

The final cost listed in the budget table below is the ADOT Indirect Cost which is $517,675, which has been split between years one and two ($258,837.50 per year).

Based on all information listed above between years 1 and 2 the total project cost for year 1 is $2,638,492.50 ($1,909,600 + $470,555 + $258,837.50 = $2,638,492.50) and the total project cost for year 2 is $3,055,932.50 ($2,327,040 + $470,555 + $258,837.50 = $3,055,932.50).

The City of Buckeye has the State Route 85 and Baseline Road improvement project in their Capital Improvement Program (CIP) for FY 2024 and FY 2025. Below is the letter of commitment from the City of Buckeye to provide the local match of $1,138,885 (20%).

SR 85 and Baseline Road Improvement Project	Year 1 Costs	Year 2 Costs
Description of Project Component or Task: Subgrade Preparation	$204,000.00	$0.00
Description of Project Component or Task: 10” Aggregate Base Course	$720,000.00	$0.00

Description of Project Component or Task: 5” AC Base Course (19.0 mm), {Arterial}	$585,000.00	$0.00
Description of Project Component or Task: Tack Coat (includes application)	$3,000.00	$0.00
Description of Project Component or Task: 4 7-way Micro-duct to MC 85	$0.00	$196,000.00
Description of Project Component or Task: 144 fiber cable (2 cables)	$0.00	$98,000.00
Description of Project Component or Task: Horizontal Drill Under UPRR	$0.00	$40,000.00
Description of Project Component or Task: Splice vaults	$0.00	$80,000.00
Description of Project Component or Task: Traffic Signal	$0.00	$1,000,000.00
Description of Project Component or Task: Signing/Striping	$0.00	$50,000.00
Description of Project Component or Task: Mobilization	$148,800.00	$148,800.00
Description of Project Component or Task: Dust and Water Palliative	$14,880.00	$14,880.00
Description of Project Component or Task: Contractor Quality Control	$29,760.00	$29,760.00
Description of Project Component or Task: Construction Surveying	$29,760.00	$29,760.00
Description of Project Component or Task: Maintenance of Traffic	$148,800.00	$148,800.00
Description of Project Component or Task: ATIS/ICM	$0.00	$595,200.00
Description of Project Component or Task: Design Costs	$297,600.00	$0.00
Description of Project Component or Task: Construction Contingencies (9%)	$0.00	$267,840.00
Description of Project Component or Task: Construction Engineering	$74,400.00	$74,400.00
Description of Project Component or Task: Consultant Services	$14,880.00	$14,880.00
Description of Project Component or Task: AC Quality Initiative ($3 per ton)	$8,775.00	$8,775.00
UPRR Permits	$100,000.00	$0.00
ADOT Indirect Costs (10%)	$258,837.50	$258,837.50
Total Cumulative Project Cost (100%) =	$2,638,492.50	$3,055,932.50
Total Federal Share (80%) =	$2,110,794.00	$2,444,746.00
Total Non-Federal Share (20%) =	$527,698.50	$611,186.50

Cost Share Information

As previously mentioned, The City of Buckeye has the State Route 85 and Baseline Road improvement project in their Capital Improvement Program (CIP) for FY 2024 and FY 2025. One of the attachments is the letter of commitment from the City of Buckeye to provide the local match of $1,138,885 (20%).

Other Federal Funding Received or Requested

The City of Buckeye has not applied for any other federal funding opportunities. The funding sources for the improvement project are as follows:

- Non-federal: $1,138,885
- ATTAIN Program: $4,555,540
- Other Federal: $0
- Total Project Funding: $5,694,425

Organizational Information

Buckeye has no identifiable exceptions to the anticipated award terms and conditions as contained in Section F, Federal Award Administration Information. Buckeye is not currently aware of any pre-existing intellectual property that Buckeye anticipates using during award performance.

Buckeye has previously completed an A-133 Single Audit dated 12-22-23 for FYE 6-30-23.

Buckeye is not, at this time, aware of any actual or potential personal or organizational conflicts of interest.

In 2022, Buckeye was audited by a Federal organization for one grant and by a State organization for one grant. The results of these audits were that everything was in compliance and there were no findings.

No contracts have been terminated for the convenience of the Government within the past 3 years and no contract has been terminated for default within the past 5 years.

The applicant has reviewed 2 CFR Part 170 dated September 14, 2010, and Appendix A thereto and acknowledges that it understands the requirement and has the necessary processes and systems in place and is prepared to fully comply with the reporting therein.

Buckeye is not, at this time, aware of any violations of Federal criminal law involving fraud, bribery, or gratuity violations.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/20/24	**AGENDA ITEM:** 4.H. FIN - Broadway Road & SR 85 - Advanced Technology and Innovation (ATTAIN) Program
DATE PREPARED: 02/16/24	**DISTRICT NO.:** All
STAFF LIAISON: Rob Roach, Grant Program Administrator, rroach@buckeyeaz.gov, (623) 349-6165	
DEPARTMENT: Financial Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action to approve the submission of a $5,037,516 Advanced Transportation Technology and Innovation (ATTAIN) Grant Program Application for the deployment of technologies to improve safety, reduce traffic-related fatalities and injuries, reduce traffic congestion, reduce transportation-related emissions, and improve system performance and connectivity at the intersection of State Route (SR) 85 and Broadway Road.

SUMMARY

PROJECT DESCRIPTION:
The City of Buckeye seeks to address the safety concerns at the intersection of SR 85 and Broadway Road by submitting a grant application that entails installing a traffic signal at each intersection, widening Broadway Road to provide two eastbound and westbound through lanes through the intersection and for the creation of northbound and southbound turn lanes, installation of conduit and fiber optic cables for traffic signal timing optimization, installation of Wrong Way Vehicle Detection Equipment, and the installation of overhead Variable Message Signs that are connected to the ADOT Traffic Management Center to allow messages to be displayed to drivers to warn them of potential hazards. The grant funds for this effort are for two years.

BENEFITS:
The proposed and requested technology will increase roadway safety at SR 85 and Broadway Road for all roadway users. Safety for all roadway users is the primary goal, and the City hopes to reduce the number of crashes and fatalities through the installation of traffic signals and the overhead Variable Message Signs as drivers will be informed prior to facing potentially dangerous roadway hazards and conditions. Another benefit is the installation of integrated traffic signal timing optimization which will help reduce traffic-related emissions.

FUTURE ACTION:
After all grant funds have been expended, any future maintenance for this intersection will become a part of the Public Works Department's budget.

FINANCIAL IMPACT STATEMENT:
The Federal grant portion is $5,037,516 with a $1,259,379 match from the City of Buckeye.

CURRENT FISCAL YEAR TOTAL COST:
$0

BUDGETED:
Yes

FISCAL YEAR:
2024-2025

FUND/DEPARTMENT:
Engineering

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
CAR Recap Summary SR 85 Broadway.docx
Cost Estimate - Broadway.pdf
Cover Page and Table of Contents - Broadway.docx
Narrative ATTAIN Application Broadway.docx
submission confirm 2-1-24.pdf
Volume 2 - Budget Application - Broadway.docx

Advanced Transportation Technology and Innovation (ATTAIN) Grant Application Summary Recap

Project Description:

The City of Buckeye seeks to address the safety concerns at the intersection of SR 85 and Broadway Road by submitting a grant application that entails installing a traffic signal at each intersection, widening Broadway Road to provide two eastbound and westbound through lanes through the intersection for the creation of northbound and southbound turn lanes, installation of conduit and fiber optic cables for traffic signal timing optimization, installation of Wrong Way Vehicle Detection Equipment, and the installation of overhead Variable Message Signs that are connected to the ADOT Traffic Management Center to allow messages to be displayed to drivers to warn them of potential hazards. The grant funds for this effort are for two years. This project is currently in the CIP plan.

Project Cost

- $ 6,296,895

Required Match

- $ 1,259,379

Grant Amount

- $ 5,037,516

Plans Once Grant Expires:

- After all grant funds have been expended, any future maintenance for this intersection will become a part of the Public Works Department's budget.

Objectives and Expected Outcomes

- The objective is to provide increased roadway safety at SR 85 and Broadway Road for all roadway users.
- The expected outcome is a reduction in the number of crashes and fatalities through the installation of traffic signals and Variable Message Signs.
- Another expected outcome is a reduction in traffic-related emissions through the installation of integrated traffic signal timing optimization.

Time Period for the Grant

- FY 2024 and FY 2025

BUCKEYE, AZ

COST ESTIMATE

PROJECT NAME: SR 85 - Broadway Road
ESTIMATE BY: J Willett
DATE: 1/31/2024

Item #	Item Description	Unit	Quantity	Unit Cost	Total Cost
PAVING ITEMS					
1	Subgrade Preparation	cy	10400	$20.00	$208,000.00
2	10" Aggregate Base Course	cy	7400	$100.00	$740,000.00
3	5" AC Base Course (19.0 mm), {Arterial}	ton	6000	$100.00	$600,000.00
4	Tack Coat (include application)	ton	3	$1,000.00	$3,000.00
5					$0.00
6					$0.00
7					$0.00
8					$0.00
9					$0.00
10					$0.00
				SubTotal	$1,551,000.00
TRAFFIC ITEMS					
1	4 7-way Micro-duct to Southern	lf	10600	$40.00	$424,000.00
2	144 fible cable (2 cables)	lf	10600	$20.00	$212,000.00
3	Splice vaults	ea	6	$20,000.00	$120,000.00
4	Traffic Signal	ls	1	$1,000,000.00	$1,000,000.00
5	Signing/Striping	ls	1	$50,000.00	$50,000.00
6			0		$0.00
7			0		$0.00
8			0		$0.00
9			0		$0.00
10					$0.00
				SubTotal	$1,806,000.00
TOTAL CONSTRUCTION COSTS					**$3,357,000.00**

PROJECT WIDE ITEMS					
1	Mobilization (10%)	ls	1	$335,700.00	$335,700.00
2	Dust and Water Palliative (1%)	ls	1	$33,570.00	$33,570.00
3	Contractor Quality Control (2%)	ls	1	$67,140.00	$67,140.00
4	Construction Surveying (2%)	ls	1	$67,140.00	$67,140.00
5	Maintenance of Traffic (10%)	ls	1	$335,700.00	$335,700.00
6			0		$0.00
7			0		$0.00
8			0		$0.00
9			0		$0.00
10					$0.00
				SubTotal	$839,250.00

COST ESTIMATE

PROJECT NAME: SR 85 - Broadway Road
ESTIMATE BY: J Willett
DATE: 1/31/2024

OTHER COSTS					
1	ATIS, VMS, and Wrong Way Detection	ls	1	$671,400.00	$671,400.00
2	Design Costs (10%)	ls	1	$335,700.00	$335,700.00
3	Construction Contingencies (9%)	ls	1	$302,130.00	$302,130.00
4	Construction Engineering (5%)	ls	1	$167,850.00	$167,850.00
5	Consultant Services (1%)	ls	1	$33,570.00	$33,570.00
6	AC Quality Initiative ($3 per ton)	ton	5850	$3.00	$17,550.00
7			0		$0.00
8			0		$0.00
9			0		$0.00
10					$0.00
				SubTotal	$1,528,200.00

TOTAL	$5,724,450.00
ADOT Mandatory Management (10%)	$572,445.00
TOTAL COSTS	**$6,296,895.00**
Federal	$5,037,516.00
Local Match	$1,259,379.00

Section I - Cover Page

City of Buckeye Grant Proposal

Buckeye Broadway 2023 and 2024 ATTAIN
City of Buckeye
Any inquiries with respect to this proposal may be directed to:
Rob Roach: Grant Program Administrator - 623-349-6165 - rroach@buckeyeaz.gov
Courtney Gomez: Grant Specialist – 623-349-6159 – cgomez@buckeyeaz.gov
Total Project Cost: $6,296,895

Section I –Table of Contents

Project Name	Buckeye Broadway 2023 and 2024 ATTAIN
Eligible Entity Applying to Receive Federal Funding	City of Buckeye
Total Project Cost (from all sources)	$6,296,895
Advanced Transportation Technology and Innovation Program Request	$5,037,516
Are matching funds restricted to a specific project component? If so, which one?	No
State(s) in which the project is located	Arizona
Is the project currently programmed in the: • Transportation Improvement Program • Statewide Transportation Improvement Program • MPO Long Range Transportation Plan • State Long Range Transportation Plan	No. It is only in the Buckeye Capital Improvement Program for FY 25 and FY 26
Technologies Proposed to Be Deployed (briefly list)	ATIS, VMS, and Wrong way Vehicle Detection
Will the project use connected vehicle technologies? If so, which technologies will be used – for instance, will the project use: • DSRC/5.9 GHz spectrum? • Cellular/4G/5G communications? • Another connectivity technology? (please specify – e.g., “Wi-Fi,” “Bluetooth,” “RFID,” etc.) If the connectivity technology has yet to be determined, please specify “TBD”	No
Will the project use automated driving system technologies?	No
Rural Considerations: a) Is the project serving a rural area(s)? A rural area is an area with a population of less than 50,000 residents according to the 2020 Census population estimates. b) If yes, how much ATTAIN funding is being requested to be put toward serving the rural area(s)?	Yes, 100% or $ 5,037,516

City of Buckeye ATTAIN Project for SR 85 and Broadway Road Intersection

Section II – Project Narrative

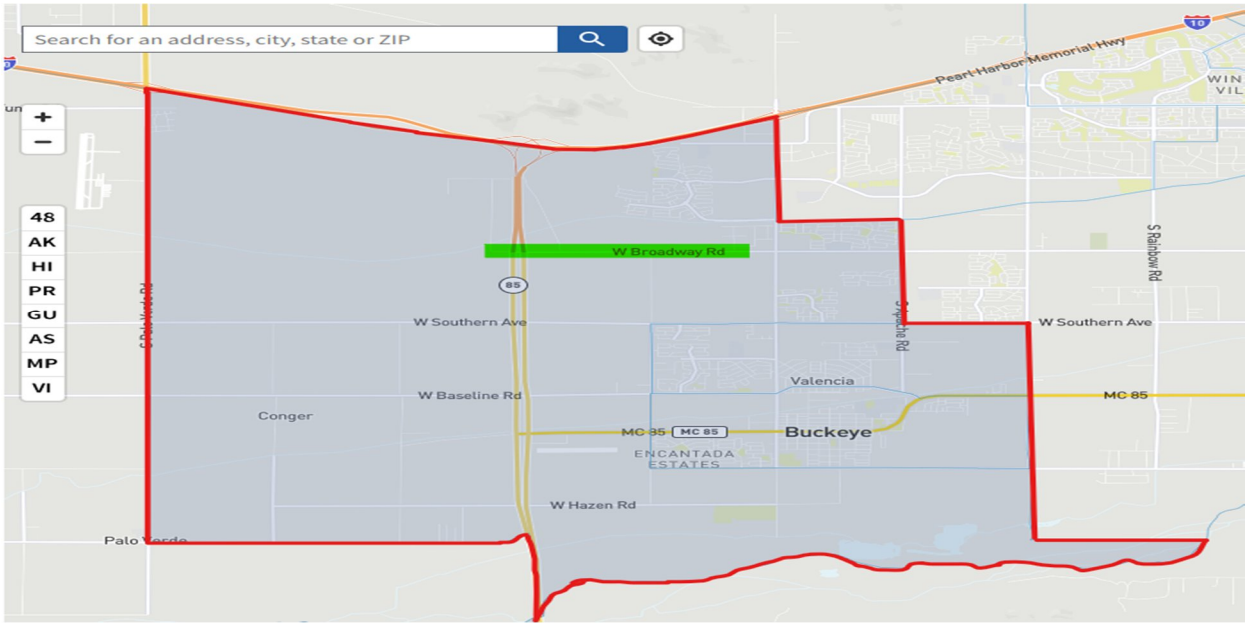
Purpose

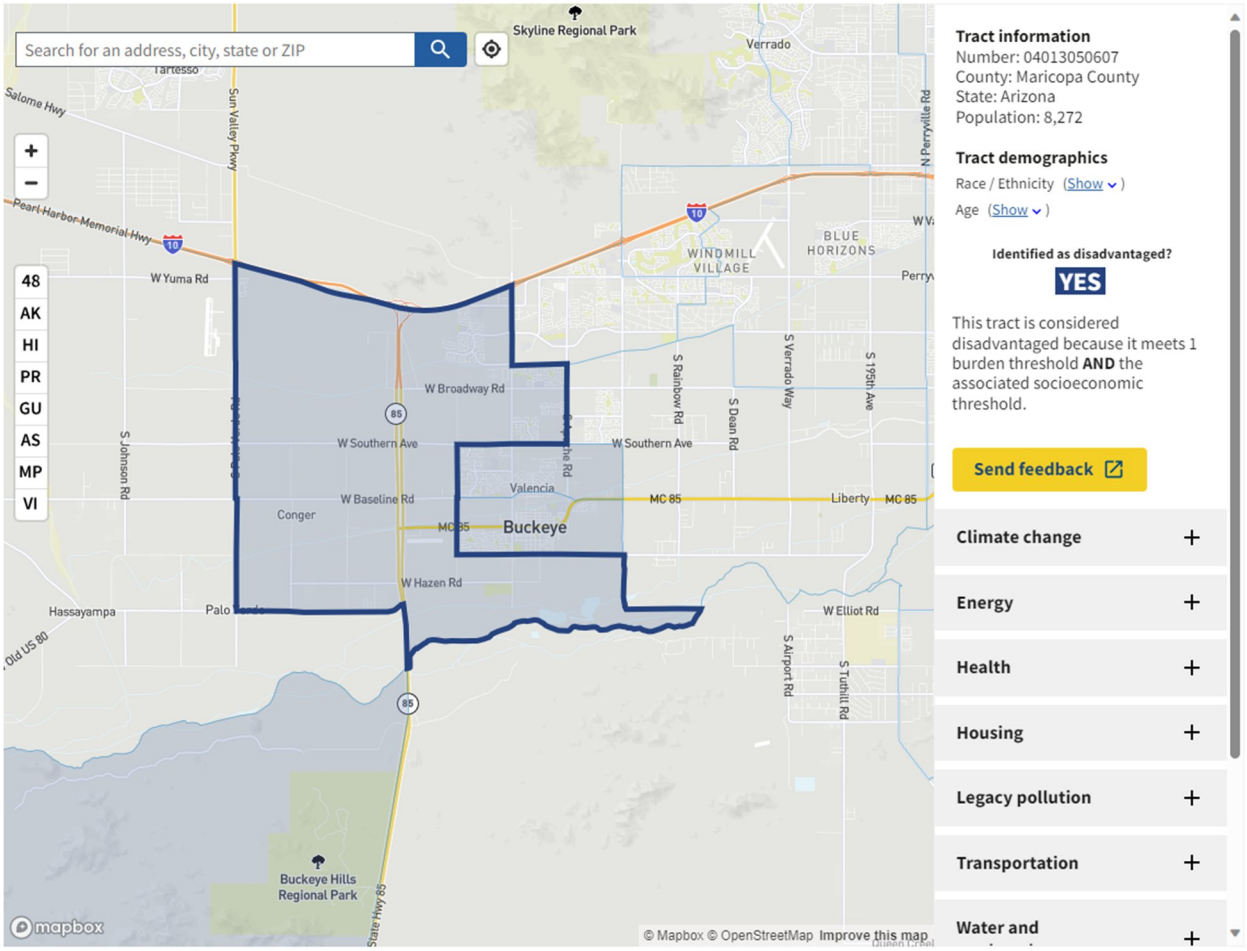
The project will deploy advanced transportation technologies to improve safety, reduce traffic-related fatalities and injuries, reduce traffic congestion, reduce transportation-related emissions, and reduce greenhouse emissions to improve the environment, improve public access to real-time integrated traffic, provide multimodal transportation information to make informed travel decisions, improve equity by serving disadvantaged communities, and improve system performance and connectivity. The project will include the use of innovative transportation solutions.

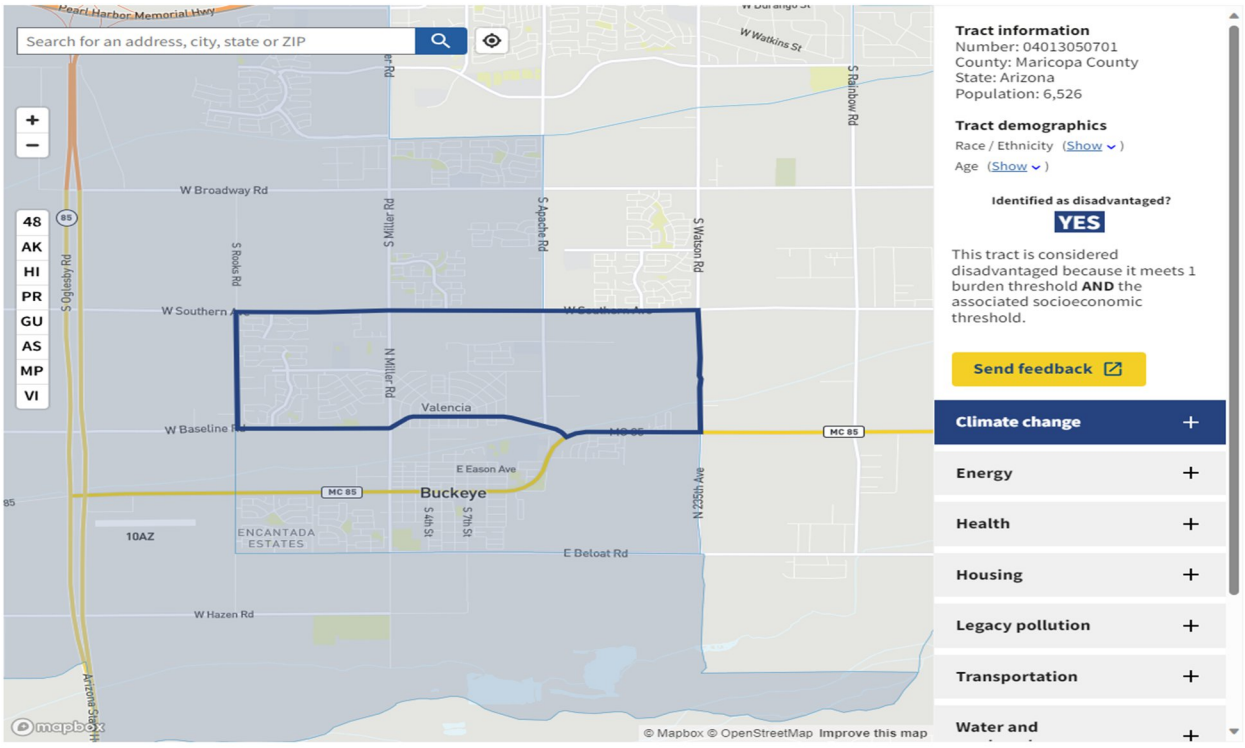
The project area of deployment is a rural area with population clusters spread over the area, covered by greater than 90% agricultural/open space, 2% industrial/commercial use, and 4% residential. The area is largely comprised of topographical challenges. The area is a mix of mountain, desert, river, and dry wash terrain. The population serviced by this project is approximately 19,777. It is estimated that the area is in about the 70th percentile for low income and poverty. This area has been federally designated as historically disadvantaged as to transportation, health, equity, environmental indicators, Risk Management Plan (RMP) facility proximity, wastewater discharge, flood risk, education, income, socioeconomic indicators, unemployment, and a high level of vulnerability to negative effects caused by external stresses on human health. Please see the below maps.

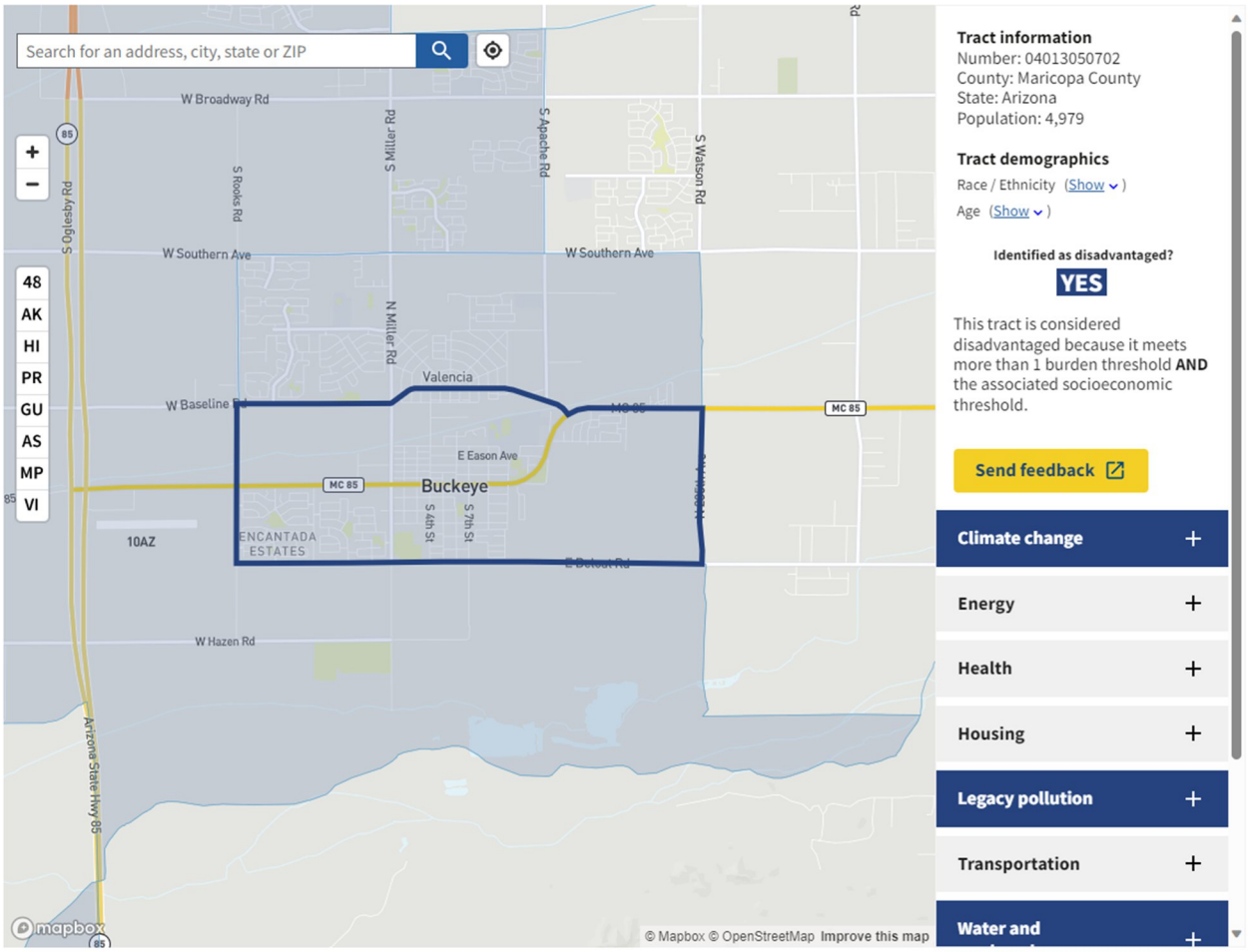
The first map shows a red outline of all 3 census tracts in the area served. The green line indicates the intersection in which the proposed project is located.

The remaining images show the individual census tracts showing the population of each tract. The total combined population from these 3 census tracts is 19,777. All of the populations within these census tracts are located in federally designated disadvantaged communities.




Search for an address, city, state or ZIP
Skyline Regional Park
Verrado
Tartesso
Salome Hwy
Sun Valley Pkwy
N Perryville Rd
Pearl Harbor Memorial Hwy
W Yuma Rd
WINDMILL VILLAGE
BLUE HORIZONS
48
AK
HI
PR
GU
AS
MP
VI
W Broadway Rd
S Johnson Rd
W Southern Ave
S Rainbow Rd
S Verrado Way
S 195th Ave
S Dean Rd
Valencia
W Baseline Rd
Conger
MC 85
Liberty
Buckeye
W Hazen Rd
Hassayampa
Palo Verde
W Elliot Rd
S Airport Rd
S Tuthill Rd
Old US 80
Buckeye Hills Regional Park
State Hwy 85
mapbox
© Mapbox © OpenStreetMap Improve this map
Tract information
Number: 04013050607
County: Maricopa County
State: Arizona
Population: 8,272
Tract demographics
Race / Ethnicity (Show)
Age (Show)
Identified as disadvantaged?
YES
This tract is considered disadvantaged because it meets 1 burden threshold AND the associated socioeconomic threshold.
Send feedback
Climate change
Energy
Health
Housing
Legacy pollution
Transportation
Water and


Search for an address, city, state or ZIP
Pearl Harbor Memorial Hwy
W Watkins St
S Rainbow Rd
W Broadway Rd
S Apache Rd
S Watson Rd
S Ogleby Rd
S Rooks Rd
N Miller Rd
48
AK
HI
PR
GU
AS
MP
VI
W Southern Ave
Valencia
W Baseline Rd
MC 85
E Eason Ave
Buckeye
S 4th St
S 5th St
N 2nd Ave
10AZ
ENCANTADA ESTATES
E Beloat Rd
W Hazen Rd
mapbox
© Mapbox © OpenStreetMap Improve this map
Tract information
Number: 04013050701
County: Maricopa County
State: Arizona
Population: 6,526
Tract demographics
Race / Ethnicity (Show)
Age (Show)
Identified as disadvantaged?
YES
This tract is considered disadvantaged because it meets 1 burden threshold AND the associated socioeconomic threshold.
Send feedback
Climate change
Energy
Health
Housing
Legacy pollution
Transportation
Water and



Background

Arizona State Route 85 (SR 85) is a north-south state highway connecting Interstate 8 (I-8) and Interstate 10 (I-10) in the western portion of the Phoenix Metropolitan area. The northern terminus of SR 85 at the I-10 freeway is in the community of Buckeye, Arizona – one of the fastest growing cities in the United States (US). The southern terminus is south of I-8 at the US/Mexico Lukeville port of entry.

The Arizona Department of Transportation (ADOT) has the jurisdictional responsibility of SR 85 as it is a state highway in Arizona. The portion of SR 85 between I-8 and I-10 is within the metropolitan planning area of the Maricopa Association of Governments (MAG), which provides the financial funding for improvements to the regional freeway system in the area.

In the early 2000's, ADOT and MAG identified the need to improve SR 85 from a rural 2-lane highway to an eventual access-controlled freeway. A study was completed that recommended traffic interchanges at the Maricopa County Highway 85 (MC 85), Southern Avenue, Baseline Road, and Broadway Road crossroads and grade separated crossing over the Union Pacific Railroad (UPRR) tracks. Early construction phases of the SR 85 improvements included constructing the ultimate northbound and southbound frontage roads between the Gila River and I-10 with at-grade intersections with the major crossroads – Hazen Road, MC 85, Baseline Road,

Southern Avenue and Broadway Road – and the UPRR railroad tracks. These improvements provided two (2) through lanes in each direction from several miles south of the Gila River to I-10. However, traffic interchanges and controlled traffic infrastructure were only installed at the MC 85 interchange.

Currently, the Southern Avenue (a 2-lane undivided roadway) interchange with SR 85 is a two-way STOP controlled eastbound and westbound traffic, with SR 85 free flow northbound and southbound traffic. The intersection configuration consists of a left turn, two thru lanes, and a right turn lane in both the northbound and southbound directions. One thru lane in each direction and a slip right turn lane is provided in the eastbound and westbound directions. The Southern Avenue crossroad traffic is required to stop before entering/crossing SR 85. The separated frontage road improvement to SR 85 requires a 2-stage maneuver to cross SR 85 for traffic on the crossroads. For example, westbound traffic must stop, cross the northbound lanes of SR 85, drive through the median portion of SR 85, stop again, and then cross the southbound lanes of SR 85.

Additional improvements to SR 85 were part of the Proposition 400 (Prop 400) bill that Maricopa County residents approved that provided funding for improvements to the regional transportation network through a half-cent sales tax. However, due to rising construction costs and needs elsewhere, no improvements have been completed to SR 85 since the early 2000's. Prop 400 expires in 2025 and the proposed extension (Prop 479) will go to Maricopa County voters in November 2024. However, no improvements to SR 85 are included in Prop 479. When approached and asked when the traffic signal would be installed at the crossroads of SR 85, ADOT responded they do not currently have the funding to install the traffic signals or necessary improvements. Nor do they have any planned projects for any traffic signals along SR 85.

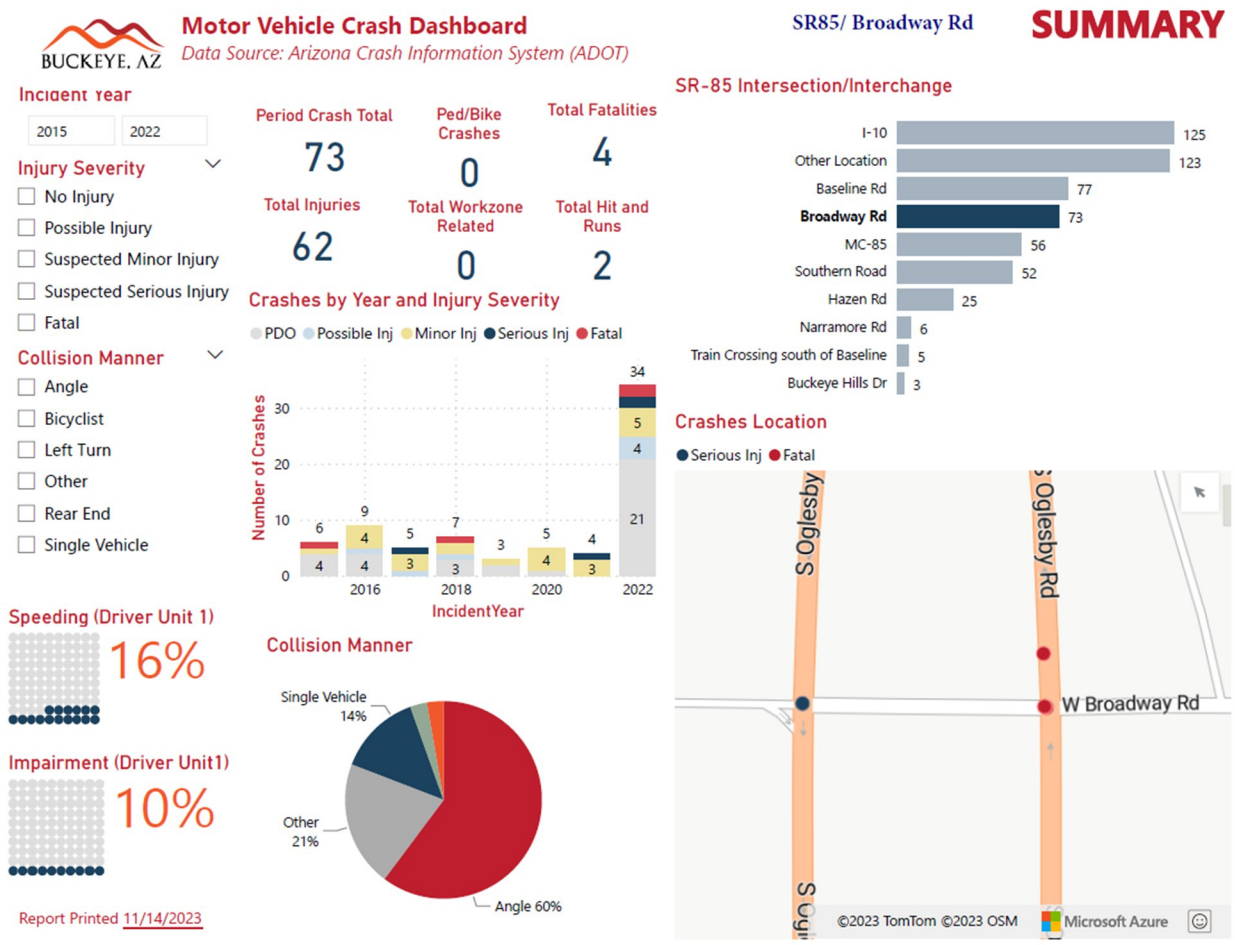
Several nearby industrial developments are in the early stages of design, and there are existing industrial facilities and warehouses that generate employee passenger vehicle traffic as well as large commercial vehicle traffic thru this intersection. It is anticipated the traffic generated from these developments will necessitate the need for traffic control improvements at this intersection.

Current daily traffic volumes on SR 85 near the Broadway Road crossroad are approximately 20,000 vehicles a day. Much of that traffic is large commercial vehicles such as semi-truck tractor trailers. This daily volume is making it difficult for crossroad traffic to cross or enter SR 85. In total, over 20 million square feet of employment is currently in the planning stages along the SR 85 corridor between the Gila River and I-10 with a potential additional 20 million square feet in the future. When asked why so much warehouse development is being proposed along the corridor the responses were as follows –

- This area is 5 hours from the ports of San Diego, Long Beach and Los Angeles and falls within the 11-hour maximum driving time for semi-truck drivers to complete a round trip.
- Located in close proximity to I-8 and I-10, which allows access to the east and the west.
- Located along the future I-11 corridor.

Traffic signal warrant studies completed by ADOT in the past and those recently conducted as part of traffic impact analyses for proposed developments along SR 85 have indicated that traffic signals should be installed at the Broadway Avenue intersection with SR 85. The traffic impact analyses (TIA) for the currently proposed developments indicated traffic signals should be installed at the crossroad intersections with SR 85.

A review of the crash history of SR 85 between the Gila River (south of Buckeye) and I-10 for the time period 2015-2022 (attached to this application below) indicates that the Broadway Road intersection with SR 85 suffered 73 crashes with 4 fatalities and 3 serious injuries. While the 2023 crash data is not available, Buckeye is aware of at least three more fatal crashes that occurred along SR 85 in 2023. Additionally, there were 62 injuries incurred in those crashes and 2 hit and run incidences. At least 16% of the crashes involved speeding. More importantly, 60% of the crashes occurred by crashing into the side of another vehicle, indicating that traffic was attempting to enter the roadway while thru traffic crashed into the entering traffic. Most of these crashes could be avoided by installing traffic control improvements at the intersection.



Buckeye plans to include Advanced Traveler Information Systems (ATIS) to give transportation-related information to drivers to enable drivers to make down-the-road decisions. This includes

Visual Marketing Systems (VMS) or Motorist Reader Boards. ATIS will help motorists make more informed decisions to improve commutes, reduce vehicular environmental impact, and reduce road rage. These systems may even suggest routes to take or to avoid providing a better, safer pathway for the journey. These may include the shortest, safest, and fastest routes available at that time. Routing is a key problem in ATIS. The dynamic and historical information about traffic may be available from the cameras on different roads and sometimes even from the other cars. The information can be used to anticipate near-future traffic. The anticipated traffic is used for deciding the route of a vehicle. A good routing strategy may be able to minimize future traffic incidences. The quickest route may not always be the shortest route due to the dynamic nature of the traffic, variance in terrain and route obstacles, and varying speed limits. Fuel economy may also be a consideration. Mountainous routes, routes with numerous stop signs and/or traffic signals can reduce fuel mileage. The likelihood of congestion and prolonged wait times can affect mileage, safety conditions, and mental state. People may also prefer to avoid toll roads. Also, condition and maintenance of the road surface may play into the decision. Live traffic information and updates aid travelers to choose suitable routes for their unique needs and desires. The traveler may prefer to take the suggested route, select the route themselves, or choose a combination based on the current information. These systems can detect road closures, lane blockages, accidents, congestion, and road conditions. Dynamic re-routing is an important tool to utilize throughout the transportation infrastructure. ATIS can be used to display many types of information, including information about the route, roads ahead, places of interest, congestion levels, planned closures, and construction work.

Buckeye will deploy advanced transportation management technologies. These technologies allow Buckeye to manage local traffic signalized intersections. Local operators can manage and control the performance of the Buckeye transportation system remotely from a central office. Functions such as timing of lights, duration of traffic pass-thrus, coordination and synchronization of multiple signalized intersections, and management and control of signalized intersections for event or incident management response are all part of the technology. The signals at this crossroad with SR 85 intersection will be integrated to the existing Buckeye transportation technology system and can be synchronized within the existing system.

Buckeye also anticipates employing Intelligent Transportation Systems (ITSs) and Integrated Corridor Management (ICM). These systems can efficiently disseminate information sharing between infrastructures, pedestrians, and public transportation systems. ICM optimizes use of existing infrastructure and leverages underutilized capacity on the Nation's urban corridors. ICM manages the transportation corridor as a system rather than using the more traditional approach of managing roadways as individual assets. The ICM Initiative is designed to aid areas in realizing significant improvements in the efficient movement of people and goods through aggressive, proactive integration and management of major transportation corridors. These technologies will be integrated with the existing Buckeye transportation system, providing information flow, and assisting transportation system operators in the management and optimization of transportation and mobility services. The equipment will be able to communicate with other systems and share information. This improves the entire operations of SR85, I-10, and I-8 within this area.

Goals of this project include:

- Safety for all roadway users is the primary goal.
- Reduce the number of crashes by 50%, reduce the number of fatalities to zero, reduce the number of serious injuries to zero, and reduce the number of non-serious injuries.
- Improve driver, passenger, and pedestrian safety.
- Disseminate information and educate roadway users in the area of safety, courtesy, roadway hazards and conditions.
- Improve equity by servicing a rural, federally designated disadvantaged community.
- Provide for a sustainable movement of people and goods.
- Reduce transportation-related emissions and streamline traffic flow.
- Integrate advanced technologies into the existing transportation system management and operations; and
- Reduce greenhouse gas and pollutant emissions in a rural, disadvantaged community.

Climate Change and Sustainability

The project can improve the environment by reducing idling time of crossroad traffic at stop signs by reducing excessive wait times for thru traffic to clear. As per an article published by the US DOT Federal Highway Administration, "Appropriate timing of traffic signals can decrease congestion, improve air quality, reduce fuel consumption, and minimize aggressive driving behavior." According to an article penned by Ravalli County, MT., an automobile during idle time can produce 4 pounds of CO2 and particulates into the atmosphere per hour. It can also use a fifth of a tank of gasoline. Idling contributes to poor air quality and global warming, damages a vehicle's engine, and wastes money and natural resources. Car exhaust contains nitrogen oxides (NOx), volatile organic compounds (VOCs), particulate matter (PM), carbon monoxide (CO) and carbon dioxide (CO2). Idling vehicles needlessly emit these dangerous pollutants into the air where they affect the environment and health. An idling vehicle releases harmful chemicals, gases, and particle pollution ("soot") into the air, contributing to ozone, regional haze, and global climate change. Every gallon of gas burned produces more than 20 pounds of greenhouse gases. Particulate matter (PM) can aggravate asthma, cause coughing, difficulty in breathing, decrease lung function, exacerbate cardiovascular problems and lead to chronic bronchitis. Carbon monoxide (CO) slows delivery of oxygen to the body's organs and tissues. Exposure to CO aggravates heart disease and can cause headaches and visual impairment. By installing traffic control signalized lights at the crossroad intersection with SR 85, existing extended wait times for crossroad traffic can be shortened and thereby improve the environment by reducing the introduction of harmful emissions into the air. The reduction in greenhouse gases will improve the air quality in this disadvantaged community.

Equity

Installation of signalized technology at this crossroad will also provide equity to this disadvantaged community by making the community's roadway safer. By regulating the flow of traffic, the goal is to reduce fatalities and serious injuries to zero, and to reduce crashes by 50%. The proposed project improvements will also benefit the economy, efficiency, and reliability of movement of goods, services, and people. The signalized intersection will provide the heavy employee and commercial traffic with a regulated traffic flow for their crossroad needs and

significantly reduce the risk of crashes by stopping oncoming SR85 traffic so that the crossroad traffic generated by the distribution warehouses may cross and/or enter SR 85 without risk.

Job Creation

Over 20 million square feet of employment is currently in the planning stages along the SR 85 corridor between Gila River and I-10 with a potential additional 20 million square feet in the future. These new warehouses in this area will create an increased need for improvements along SR 85 at intersections off of which these warehouses will be located (Southern Avenue, Broadway Road, and Baseline Road). By improving the intersections along SR 85, employees will be able to commute to and from work in a more safe and efficient manner.

State of Good Repair

The project will have a focus on State of Good Repair wherein the project will maintain transportation systems in a state of good repair. This effort will support the goals of improving roadway safety, reducing crashes, fatalities, and injuries, and sustain mobility of people and goods.
Another focus is efficient movement of freight. This project strengthens the mobility of goods being transported out of the existing and future distribution warehouses in this service area that utilize SR 85 and the crossroads used to access SR 85. With the use of the proposed technology to be deployed, there will be a readily available source of traffic information for the distribution centers to utilize in their logistics planning. The proposed technology aids in the commitment of Buckeye to make data available to all interested users.

Freight Movement

According to the Arizona State Freight Plan from 2022, transport, trade, and utilities were ranked the top employment sector in 2019, and Arizona is ranked 3rd when it comes to originations in terms of total freight tons. The Plan also states that one of the weaknesses of Arizona's Freight Transportation System is the traffic congestion in and around communities. Downtown Buckeye is less than 3 miles away from SR 85, and with Buckeye's rapid growth, there will be increased traffic counts year after year, and an increased potential for traffic congestion.

Since there are several warehouses located along SR 85, a major highway that connects I-10 and I-8, the synchronization of traffic signals is vital to freight movement and logistics. Without traffic signal synchronization, large commercial vehicles may create increased traffic issues for the local community as well as increased emissions. Many companies have GPS tracking devices on their semi-trucks to help the company improve routing, logistics, asset security, and utilization. The Arizona State Freight Plan from 2022 mentions that one of the strengths of the plan is that freight clusters are mostly efficiently connected to the multimodal freight transportation system. The multimodal freight transportation system in Arizona is efficient, reliable, and extensive according to another strength mentioned in the Plan.

SR 85 and Broadway Road Proposed Improvements

- Install a traffic signal at each intersection. The traffic signal vehicle detection equipment will be able to collect traffic count data for each lane of travel. This data will be accessible anytime to allow analysis of the intersection's operation.
- Widen Broadway Road to provide two (2) eastbound and westbound through lanes through the intersections.
- Widen Broadway Road to provide an eastbound left turn lane at the northbound SR 85 intersection and a westbound left turn lane at the southbound SR 85 intersection to remove the left turning vehicles from the through lanes and optimize the traffic signal operation.
- Widen Broadway Road to provide an eastbound right turn lane at the southbound SR 85 intersection and a westbound right turn lane at the northbound SR 85 intersection to remove the right turning vehicles from the through lanes and optimize the traffic signal operation.
- Install conduit and fiber optic cable 1-mile south to the Southern Avenue signalized intersection to allow communication between the traffic signals and provide traffic signal timing optimization along the corridor to minimize vehicle emissions associated with idling vehicles at the traffic signals.
- The interconnect conduit and fiber will be connected to the existing ADOT equipment at the SR 85/I-10 interchange providing a connection to the MAG RCN (Regional Communication Network).
- The project will install Wrong Way Vehicle Detection equipment on the SR 85 approaches to the crossroads to improve the safety of the corridor.
- The project will install overhead Variable Message Signs that are connected to the ADOT Traffic Management Center to allow applicable messages to be displayed to drivers on SR 85. In addition, the signs will be connected with the Wrong Way Vehicles Detection equipment to provide warning messages when a wrong way vehicle is detected.

The Deployment Plan for the project will be completed in several phases beginning with the construction.

- An initial Phase will be installing the ATIS and Wrong Way Vehicle Detection equipment on SR 85.
- The next phase will be the activation of the traffic signals.
- The next phase will be the installation of the ITS conduit and fiber and connecting the traffic signals to the City's network.
- The next phase will be connecting the SR 85 ITS to the existing ADOT system along I-10 and connecting to the RCN.
- The final phase would be installing the VMS (Dynamic) signs along SR 85.

A basic schedule for the project is provide below:

- Notice to Proceed (NTP)
- Conceptual Design Layout - 3 months from NTP
- Preliminary Design - 6 months from NTP
- ROW, Utility and Environmental Clearance - 8 months from NTP
- Approval of the Construction Documents - 9 months from NTP
- Advertisement/Procurement of contractor - 11 months after NTP
- Begin Construction - 12 months after NTP
- Order Traffic Signal and ITS materials - 13 months after NTP
- Wrong Way Vehicle Detection Operational - 14 months after NTP
- Traffic Signal Construction Complete - 18 months after NTP
- ITS Conduit Construction Complete - 19 months after NTP
- VMS (Dynamic) Sign Construction Complete - 21 months after NTP

At this time, Buckeye does not anticipate any challenges in the regulatory, legislative, or institutional environments to deployment. Buckeye will be coordinating with ADOT and MAG regarding this project. Also, at this time Buckeye does not anticipate that the project will require an exemption from the Federal Motor Vehicle Safety Standards, Federal Motor Carrier Safety Regulations, or any other regulation. Buckeye has completed other Federal projects requiring compliance with the Buy America Act (BABA) and anticipate that this project can comply with BABA.

Technologies	**Implemented/Addressed by Application (Check all that apply)**
1. Advanced traveler information systems	X
2. Advanced transportation management technologies	X
3. Advanced transportation technologies to improve emergency evacuation and response by Federal, State, and local authorities	
4. Infrastructure maintenance, monitoring, and condition assessment	
5. Advanced public transportation systems	
6. Transportation system performance data collection, analysis, and dissemination systems	X
7. Advanced safety systems, including V2V and V2I communications, technologies associated with automated vehicles, and other collision avoidance technologies, including systems using cellular technology	
8. Integration of intelligent transportation systems with the Smart Grid and other energy distribution and charging systems	
9. Integrated corridor management systems	X

10. Advanced parking reservation or variable pricing system or system to assist trucks in locating available truck parking	
11. Electronic pricing, toll collection, and payment systems	
12. Technology that enhances high occupancy vehicle toll lanes, cordon pricing, or congestion pricing	
13. Integration of transportation service payment systems	
14. Advanced mobility and access technologies, such as dynamic ridesharing and information systems to support human services for elderly and disabled individuals	
15. Retrofitting DSRC technology deployed as part of an existing pilot program to C–V2X technology, subject to the condition that the retrofitted technology operates only within the existing spectrum allocations for connected vehicle systems	
16. Advanced transportation technologies, in accordance with the research areas described in section 6503 of Title 49	
Program Goals	**Implemented/Addressed by Application (Check all that apply)**
1. Reduction in the number and severity of traffic crashes and an increase in driver, passenger, and pedestrian safety;	X
2. Delivery of economic benefits by reducing delays, improving system performance and throughput, and providing for the efficient and reliable movement of people, goods, and services;	X
3. Demonstration, quantification, and evaluation of the impact of these advanced technologies, strategies, and applications towards improved safety, efficiency, equity, and sustainable movement of people and goods;	X
4. Improvement in the mobility of people and goods;	X
5. Improvement in the durability and extension of the life of transportation infrastructure;	
6. Reduced costs and improved return on investments, including through the enhanced use of existing transportation capacity;	
7. Protection of the environment and delivery of environmental benefits that alleviate congestion and streamline traffic flow;	X
8. Measurement and improvement of the operational performance of the applicable transportation networks;	
9. Collection, dissemination, and use of real-time transportation-related information including, but not limited to, work zone, weather, transit, and paratransit, to improve mobility, reduce congestion, and provide for more efficient and accessible, and integrated transportation, including access to safe, reliable, and affordable connections to employment, education, healthcare, freight facilities, and other services;	X

10. Facilitating account-based payments for transportation access and services and integrating payment systems across modes;	
11. Monitoring transportation assets to improve infrastructure management, reduce maintenance costs, prioritize investment decisions, and ensure a state of good repair;	X
12. Accelerated deployment of V2V, V2I, vehicle-to-pedestrian, and technologies associated with automated vehicle applications and other advanced technologies;	
13. Integration of advanced technologies into transportation system management and operations;	X
14. Reproducibility of successful systems and services for technology and knowledge transfer to other locations facing similar challenges;	
15. Incentivizing travelers— (I) to share trips during periods in which travel demand exceeds system capacity; or (II) to shift trips to periods in which travel demand does not exceed system capacity.	
Administration's Priorities	**Implemented/Addressed by Application (Check all that apply)**
Safety	X
Climate Change and Sustainability	X
Equity	X
Workforce Development, Job Quality, and Wealth Creation	X
DOT Focus Areas	**Focus Areas Implemented/Addressed by Application (Check all that apply)**
1. State of Good Repair	X
2. Integration of intelligent transportation systems with the Smart Grid and other energy distribution and charging systems	
3. Advanced public transportation systems	
4. Freight (or Port) Community Systems	
5. ROUTES Initiative	
6. Complete Trip Program	
7. Data Availability	X

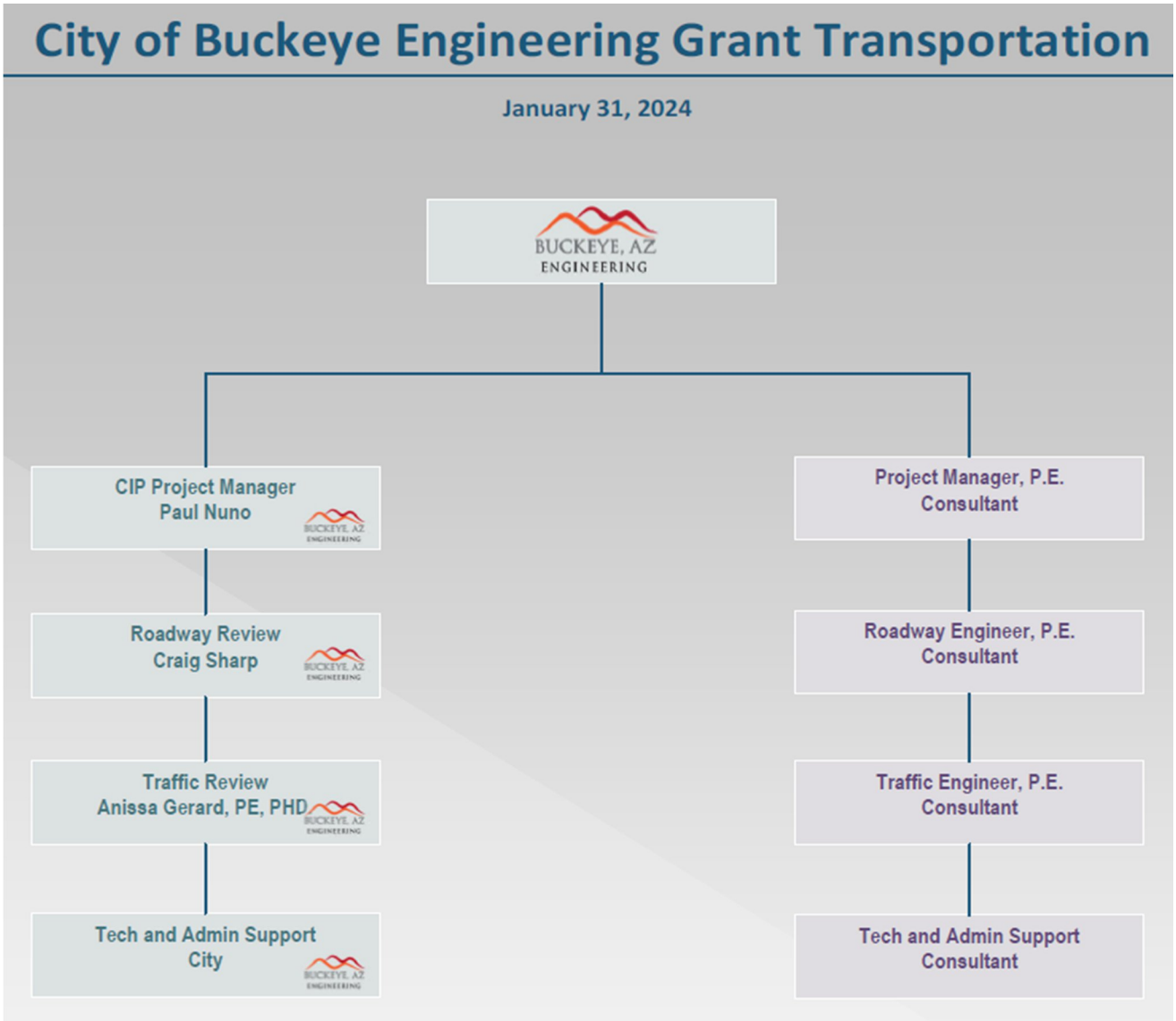
Section III – Management Structure

The City of Buckeye is the applicant organization that will be designated as the recipient if awarded. The City of Buckeye has its own Engineering Department who will be managing the deployment of the project, along with the Finance Department who will manage and track the funding and reporting requirements of the project. The Engineering Department at the City of

Buckeye received full accreditation from the American Public Works Association (APWA) in January of 2024. This full accreditation is notable as it demonstrates that the Engineering Department is in full compliance with the recommended best practices set forth by APWA.

As noted in the budget, the City of Buckeye will be working with the Arizona Department of Transportation (ADOT) on this project as ADOT has the jurisdictional responsibility of SR 85 as it is a state highway in Arizona. The City of Buckeye will also be coordinating with the Maricopa Association of Governments (MAG) as the portion of SR 85 between I-8 and I-10 is within MAG's metropolitan planning area.

The management structure within the Engineering Department of the City of Buckeye starts with the Capital Improvements Program (CIP) Project Manager, P.E., next is the Roadway Engineer, P.E., then the Traffic Engineer, P.E., and concludes with the technical and administrative support staff.



Section IV – Staffing Description

The City of Buckeye has its own Engineering department which will be managing the project. The management structure for this project begins with the CIP Project Manager, Paul Nuno, who will be responsible for the management of the Project and ultimately delivering a successful project. He will work with the design consultant's Project Manager to ensure the project stays in scope, within budget and on time by coordinating with them on a regular basis. In addition, he will be the design consultant's primary point of contact with the City for any questions. He will ensure the City's reviews of the design submittals are timely and that the project conforms to the initial project scope and budget. During the project development and construction, he will provide a monthly update to City Management on the status of the project. Once the project design is completed and the project is in the construction phase, he will attend the regular construction meetings and ensure the project stays within budget and schedule. If change orders are required due to unforeseen circumstances that arise during the project development or construction phase, he will work with the design consultant or contractor to develop an appropriate cost and ensure funding is available to cover the cost increase. At the completion of the construction phase, he will work with the contractor to obtain the necessary as-built drawings and ensure all final payment invoices are approved and paid. He will also ensure all final federal forms are completed correctly and submitted.

The next person within the City of Buckeye's management structure for this project is the Roadway Engineer, Craig Sharp, who will be responsible for reviewing the roadway and drainage design plans and ensuring they confirm to the City's design standards for the portion of the improvements within the City ROW and to ADOT design standards for the portions within ADOT ROW. This includes verifying the lane shifts and merge tapers per the recommendations within the Manual on Uniform Traffic Control Devices (MUTCD). In addition, he will ensure the clear zone requirements are met as per the AASHTO Roadside Design Manual. He will also confirm the various roadway related construction items and quantities developed for the project.

The third person within the City of Buckeye's management structure for this project is the Traffic Engineer, Anissa Gerard, PE, PHD, who will be responsible for reviewing the signing/striping, traffic signal and ITS plans and ensuring they conform to the City's design standards for the portion of the improvements within the City ROW and to ADOT design standards for the portions within ADOT ROW. She will also confirm the various traffic related construction items and quantities developed for the project. She is also responsible for reviewing any traffic studies developed for the projects.

The final leg of the City of Buckeye's management structure for this project is the technicians who will be responsible for logging the review submittal in and out of the Bluebeam Review Session management tool. The administration support will assist the project manager with the overall management of the project by helping ensure the consultant's and contractor's invoices are reviewed/approved and then processed in a timely manner. They will also assist in setting up any necessary project meetings. In addition, they will prepare the documents to advertise the project and secure a qualified contractor to construct the improvements.

For the project funding and reporting requirements, the City of Buckeye has a Grants Division within their Finance Department, Rob Roach and Courtney Gomez, who will oversee, manage, and review all grant funding activities if awarded. The Grants Division will oversee all grant reports required and ensure all reports are submitted by the required due dates. The Grants Division will also hold regular meetings with the Engineering Department liaison, John Willett, for updates on the project. If awarded, this project will be subject to Davis-Bacon reporting requirements and the BABA, for which the Grants Division will oversee these requirements as well. Rob Roach will be the primary point of contact and can be reached by email at rroach@buckeyeaz.gov and by desk phone at 623-349-6165.

As noted in the budget, the City of Buckeye will be working with ADOT on this project as ADOT has the jurisdictional responsibility of SR 85 as it is a state highway in Arizona. The City of Buckeye will also be coordinating with MAG as the portion of SR 85 between I-8 and I-10 is within MAG's metropolitan planning area.

Appendix – Resumes

CIP Project Manager – Paul Nuno

With nearly 20 years of experience in the construction industry, Paul is a versatile and results-proven Construction and Engineering project manager who can handle complex and diverse projects from start to finish. Paul has a strong background in construction contract negotiation, contract management, procurement, as well as a keen eye for quality and sustainability. His diverse experience ranges from heavy civil major municipal infrastructure projects in Water/Wastewater and Transportation to ground up new build development projects in the private sector. Paul's mission is to build efficient, functional, and attractive facilities that meet the needs and expectations of all stakeholders throughout the City of Buckeye and beyond. He is currently managing both SR/85 Baseline and SR85/Southern intersection improvement projects during the design phase.

Roadway Engineer – Craig Sharp

Craig has over 25 years of experience with inspection and plan review, with his last 10 years being with the City of Buckeye. His initial 8 years were in the inspection field confirming the roadway improvements were constructed per the approved plans and agency standards. For the last 17 years, Craig has been a plan reviewer responsible for the review of roadway and drainage design plans to ensure their conformance to City standards. He is active with the MAG Standards and Details Committee and was the Chair for 2020-2021. He will be responsible for reviewing the roadway and any drainage plans for the project to ensure the plans are to City of Buckeye and ADOT standards.

Traffic Engineer – Anissa Gerard, PE, PHD

Anissa has over 20 years of experience in the transportation industry, including time in the academia world as a research assistant and Adjunct Professor. Prior to her joining the City in 2023, she worked for ADOT as a Regional Traffic Engineer and understands their standards and requirements for signing/striping and traffic signal design. She is a Senior Traffic Engineer for

the City and is responsible for the reviews of signing/striping and traffic signal plans, as well traffic studies prepared for private development projects and City CIP projects. She will be responsible for reviewing the signing/striping, traffic signal and ITS plans for the project to ensure the plans are to City of Buckeye and ADOT standards.



Confirmation

Thank you for submitting your grant application package via Grants.gov. Your application is currently being processed by the Grants.gov system. Once your submission has been processed, Grants.gov will send email messages to advise you of the progress of your application through the system. Over the next 24 to 48 hours, you should receive two emails. The first will confirm receipt of your application by the Grants.gov system, and the second will indicate that the application has either been successfully validated by the system prior to transmission to the grantor agency or has been rejected due to errors.

Please do not hit the back button on your browser.

If your application is successfully validated and subsequently retrieved by the grantor agency from the Grants.gov system, you will receive an additional email. This email may be delivered several days or weeks from the date of submission, depending on when the grantor agency retrieves it.

You may also monitor the processing status of your submission within the Grants.gov system by clicking on the “Track My Application” link listed at the end of this form.

Note: Once the grantor agency has retrieved your application from Grants.gov, you will need to contact them directly for any subsequent status updates. Grants.gov does not participate in making any award decisions.

IMPORTANT NOTICE: If you do not receive a receipt confirmation and either a validation confirmation or a rejection email message within 48 hours, please contact us. The Grants.gov Contact Center can be reached by email at support@grants.gov, or by telephone at 1-800-518-4726. Always include your Grants.gov tracking number in all correspondence. The tracking numbers issued by Grants.gov look like GRANTXXXXXXXXX.

If you have questions please contact the Grants.gov Contact Center: support@grants.gov
1-800-518-4726 24 hours a day, 7 days a week. Closed on federal holidays.

The following application tracking information was generated by the system:

Grants.gov Tracking Number:	GRANT14056526
UEI:	WYJHKKNHLA38
Submitter's Name:	Rob Roach
CFDA Number:	20.200
CFDA Description:	Highway Research and Development Program
Funding Opportunity Number:	693JJ324NF00005
Funding Opportunity Description:	FY23-FY24 Advanced Transportation Technology and Innovation (ATTAIN) Program
Agency Name:	DOT Federal Highway Administration
Application Name of this Submission:	Buckeye Broadway 2023 and 2024 ATTAIN
Date/Time of Receipt:	Feb 01, 2024 05:26:39 PM EST

TRACK MY APPLICATION – To check the status of this application, please click the link below:

https://www.grants.gov/applicants/grant-applications/track-my-application?tracking_num=GRANT14056526

It is suggested you Save and/or Print this response for your records.

Volume 2. Budget Application

Summary Budget Narrative

SAM UEI: WYJHKKNHLA38

This Improvement Project has several planned project costs that are listed in the table below. The project includes:

- Install a traffic signal at each intersection, including ATIS, VMS, and vehicle detection. The traffic signal vehicle detection equipment will be able to collect traffic count data for each lane of travel. This data will be accessible anytime to allow analysis of the intersection's operation.
- Widen Broadway Road to provide two (2) eastbound and westbound through lanes through the intersections.
- Widen Broadway Road to provide an eastbound left turn lane at the northbound SR 85 intersection and a westbound left turn lane at the southbound SR 85 intersection to remove the left turning vehicles from the through lanes and optimize the traffic signal operation.
- Widen Broadway Road to provide an eastbound right turn lane at the southbound SR 85 intersection and a westbound right turn lane at the northbound SR 85 intersection to remove the right turning vehicles from the through lanes and optimize the traffic signal operation.
- Install conduit and fiber optic cable 1-mile south to the Southern Avenue signalized intersection to allow communication between the traffic signals and provide traffic signal timing optimization along the corridor to minimize vehicle emissions associated with idling vehicles at the traffic signals.
- The interconnect conduit and fiber will be connected to the existing ADOT equipment at the SR 85/I-10 interchange providing a connection to the MAG RCN (Regional Communication Network).
- The project will install Wrong Way Vehicle Detection equipment on the SR 85 approaches to the crossroads to improve the safety of the corridor.
- The project will install overhead Variable Message Signs that are connected to the ADOT Traffic Management Center to allow applicable messages to be displayed to drivers on SR 85. In addition, the signs will be connected with the Wrong Way Vehicles Detection equipment to provide warning messages when a wrong way vehicle is detected.

The project starts with the design of the project in year one which will cost $335,700. Once the design is completed and approved, the project will begin with the subgrade preparation which includes the demolition stage, which will cost $208,000. Once the subgrade preparation has been completed, a 10-inch aggregate base with stones and sand will be laid and compacted ($740,000) to prepare for the 5-inch asphalt base ($600,000) and then the tack coat (sealant) will be applied

to the newly constructed roadway ($3,000). The combined design costs, paving items, and permits for year one total $1,886,700.

In the second year of the project, traffic items will be installed. These items include four 7-way micro-ducts to Southern ($424,000), two 144 fiber cables ($212,000), six splice vaults ($120,000), one traffic signal ($1,000,000), signing and striping to indicate the lanes and upcoming turns ($50,000), ATIS wrong way vehicle detection and VMS reader ($671,400). These items will all interact with the existing technology along SR 85, and aid in expanding and enhancing the current technology to serve as a precautionary tool for travelers along SR 85. Included in year two of the budget is construction contingency ($302,130), this is to ensure that there are enough funds to complete the project should any costs increase, or any unforeseen circumstances arise. The total for the year two items is $2,779,530.

Lastly, the budget contains project wide items that will be needed in both year 1 and year 2. In the budget summary table below, the total cost for each planned project cost is divided between the two years. In this narrative the total cost for each planned project activity has been provided. The mobilization will be incurred throughout the entirety of the project as the construction crews need to have the correct equipment at the correct location at the correct time ($335,700). The other items are standard in roadway construction and include dust and water palliative ($33,570), contractor quality control ($67,140), construction surveying ($67,140), and maintenance of traffic ($335,700). Additionally, construction engineering ($167,850), consultant services ($33,570), and AC quality initiative which is the final test of the roadway to determine quality ($17,550). The total cost for these activities for the entire duration of the project is $1,058,220 which will be split between years one and two ($529,110 per year).

The final cost listed in the budget table below is the ADOT Indirect Cost, which is $572,445, which has been split between years one and two ($286,222.50 per year).

Based on all information listed above between years 1 and 2 the total project cost for year 1 is $2,702,032.50 ($1,886,700 + $529,110 + $286,222.50 = $2,702,032.50) and the total project cost for year 2 is $3,594,862.50 ($2,779,530 + $529,110 + $286,222.50 = $3,594,862.50).

The City of Buckeye has State Route 85 and Broadway Road improvement project in their Capital Improvement Program (CIP) from FY 2025 to FY 2026. Below is the letter of commitment from the City of Buckeye to provide the local match of $1,259,379 (20%).

SR 85 and Broadway Road Improvement Project	**Year 1 Costs**	**Year 2 Costs**
Description of Project Component or Task: Subgrade Preparation	$208,000.00	$0.00
Description of Project Component or Task: 10” Aggregate Base Course	$740,000.00	$0.00
Description of Project Component or Task: 5” AC Base Course (19.0 mm), {Arterial}	$600,000.00	$0.00
Description of Project Component or Task:	$3,000.00	$0.00

Tack Coat (includes application)		
Description of Project Component or Task: 4 7-way Micro-duct to Southern	$0.00	$424,000.00
Description of Project Component or Task: 144 fiber cable (2 cables)	$0.00	$212,000.00
Description of Project Component or Task: Splice vaults	$0.00	$120,000.00
Description of Project Component or Task: Traffic Signal	$0.00	$1,000,000.00
Description of Project Component or Task: Signing/Striping	$0.00	$50,000.00
Description of Project Component or Task: Mobilization	$167,850.00	$167,850.00
Description of Project Component or Task: Dust and Water Palliative	$16,785.00	$16,785.00
Description of Project Component or Task: Contractor Quality Control	$33,570.00	$33,570.00
Description of Project Component or Task: Construction Surveying	$33,570.00	$33,570.00
Description of Project Component or Task: Maintenance of Traffic	$167,850.00	$167,850.00
Description of Project Component or Task: ATIS/ICM	$0.00	$671,400.00
Description of Project Component or Task: Design Costs	$335,700.00	$0.00
Description of Project Component or Task: Construction Contingencies (9%)	$0.00	$302,130.00
Description of Project Component or Task: Construction Engineering	$83,925.00	$83,925.00
Description of Project Component or Task: Consultant Services	$16,785.00	$16,785.00
Description of Project Component or Task: AC Quality Initiative ($3 per ton)	$8,775.00	$8,775.00
ADOT Indirect Costs (10%)	$286,222.50	$286,222.50
Total Cumulative Project Cost (100%) =	$2,702,032.50	$3,594,862.50
Total Federal Share (80%) =	$2,161,626.00	$2,875,890.00
Total Non-Federal Share (20%) =	$540,406.50	$718,972.50

Cost Share Information

As previously mentioned, The City of Buckeye has the State Route 85 and Broadway Road improvement project in their Capital Improvement Program (CIP) for FY 2024 and FY 2025. Below is the letter of commitment from the City of Buckeye to provide the local match of $1,259,379 (20%).

Other Federal Funding Received or Requested

The City of Buckeye has not applied for any other federal funding opportunities. The funding sources for the improvement project is as follows:

- Non-federal: $1,259,379
- ATTAIN Program: $5,037,516
- Other Federal: $0
- Total Project Funding: $6,296,895

Organizational Information

Buckeye has no identifiable exceptions to the anticipated award terms and conditions as contained in Section F, Federal Award Administration Information. Buckeye is not currently aware of any pre-existing intellectual property that Buckeye anticipates using during award performance.

Buckeye has previously completed an A-133 Single Audit dated 12-22-23 for FYE 6-30-23.

Buckeye is not, at this time, aware of any actual or potential personal or organizational conflicts of interest.

In 2022, Buckeye was audited by a Federal organization for one grant and by a State organization for one grant. The results of these audits were that everything was in compliance and there were no findings.

No contracts have been terminated for the convenience of the Government within the past 3 years and no contract has been terminated for default within the past 5 years.

The applicant has reviewed 2 CFR Part 170 dated September 14, 2010, and Appendix A thereto and acknowledges that it understands the requirement and has the necessary processes and systems in place and is prepared to fully comply with the reporting therein.

Buckeye is not, at this time, aware of any violations of Federal criminal law involving fraud, bribery, or gratuity violations.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/20/24	**AGENDA ITEM:** 4.I. WR - Wagner Wash Underground Storage Facility - Permitting and Operation Agreement Resolution No. 08-24
DATE PREPARED: 02/16/24	**DISTRICT NO.:**
STAFF LIAISON: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6102	
DEPARTMENT: Water Resources	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Resolution No. 08-24 approving the Development Agreement between the City of Buckeye, an Arizona municipal corporation, Pulte Home Company, LLC, a Michigan limited liability company, and Del Webb Corporation, a Delaware corporation, related to the permitting and operation of the Wagner Wash Underground Storage Facility and authorizing the Mayor to execute and deliver the Agreement on behalf of the City.

SUMMARY

PROJECT DESCRIPTION:
The City and Owner are parties to the Festival Ranch Constructed USF Development Agreement (DA) dated August 1, 2023, permitting Owner to construct, install, and equip an underground storage facility now known as the Wagner Wash USF, located within the Festival Ranch Community, and receive reimbursement for the permitting and construction of said Facility by the Festival Ranch Community Facilities District (CFD). The Parties now wish to memorialize the terms and conditions for the permitting of the Facility, and subsequent operation by the City in the DA - Wagner Wash USF - Permitting and Operation (Development Agreement). The DA sets forth the terms for the storage and delivery of effluent. The DA also sets forth the terms for the ordering, payment, delivery and storage of water committed to one or more Certificates of Assured Water Supply (CAWS) for a portion of the Land, and other third-party water that will be delivered through the Central Arizona Project canal for storage in the Facility.

BENEFITS:

The Wagner Wash USF will support the city's ability to recharge the aquifer with effluent produced by the Festival Ranch Water Reclamation Facility (WRF) and to store water to serve a portion of the Festival Ranch community.

FUTURE ACTION:
None.

FINANCIAL IMPACT STATEMENT:

This is a developer constructed facility. There is no financial impact to the city for the construction.

This will be a city owned facility and the city will be responsible for the operation and maintenance (O&M) of the asset. The budget for the O&M will be addressed in the FY25 budget cycle. Recovery of the O&M costs will be addressed within the next rate study, if required.

CURRENT FISCAL YEAR TOTAL COST:
0

BUDGETED:
No

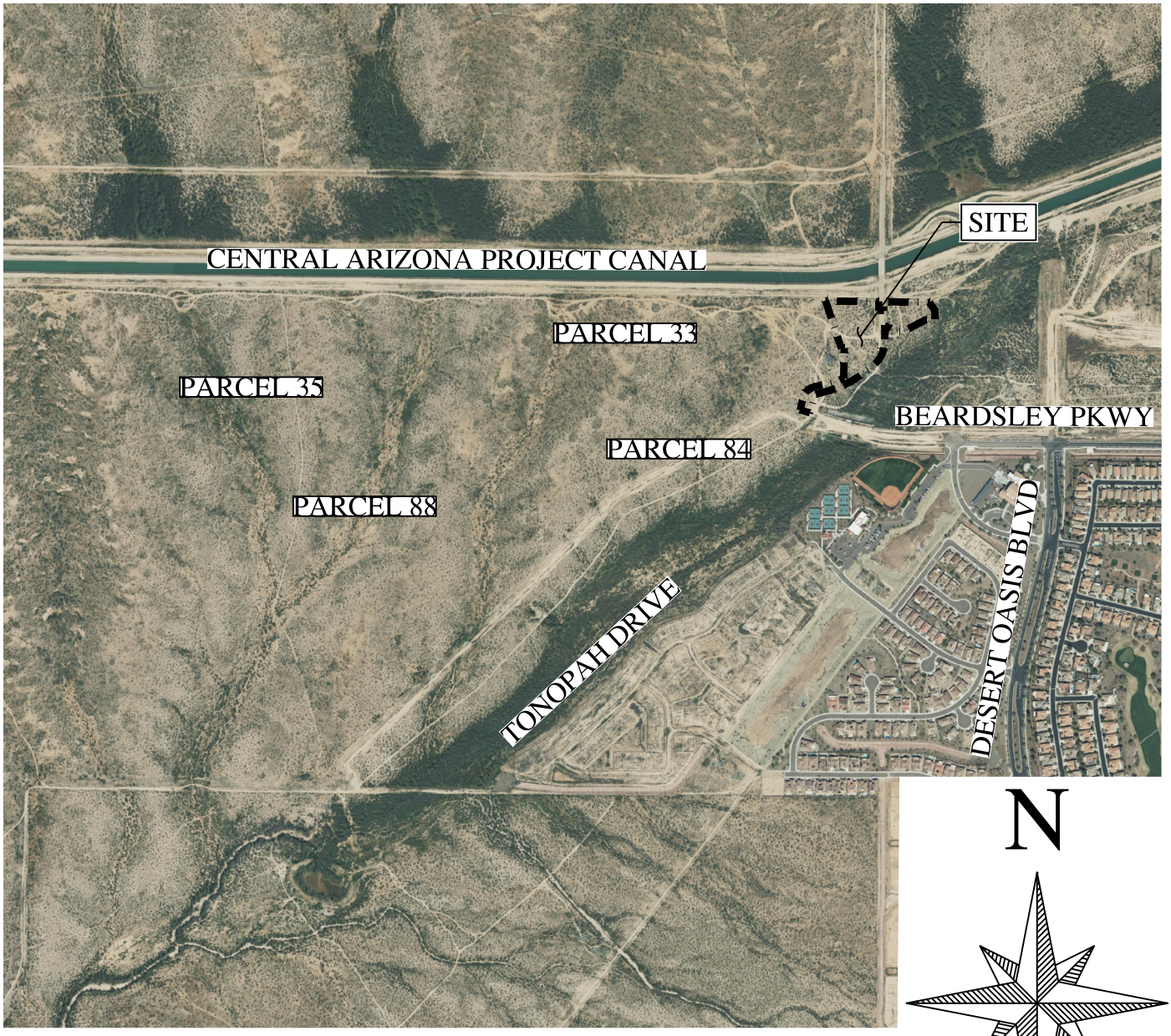
Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Festival Ranch Recharge Vicinity Map.pdf
Recharge Basin Vicinity Map.pdf
Resolution No. 08-24.Pulte USF Permitting & Ops.docx
DA.Pulte.Executed.pdf



Aerial map curtesy of Google Earth, 2022

CLEAR CREEK ASSOCIATES

FIGURE 1
VICINITY MAP
Sun City Festival – Wagner W[illegible]
Buckeye, Arizona



N

0 1000 2000

Horz. 1 in. = 1000 ft.

NOT
FOR
CONSTRUCTION
OR RECORDING

WOOD PATEL

RECLAIMED WATER RECHARGE

EXHIBIT 1 - VICINITY MAP

DATE	03/16/2023	SCALE	1" = 1000'	SHEET	1 OF 1
JOB NO.	215235	DESIGN	NA	CHECK	FK
		DRAWN	MS	RFI #	N/A

Z:\Festival\2021\215235\Project Support\Reports\Recharge BOD\Exhibits\5235.01 - RECHARGE BASIN M/

RESOLUTION NO. 08-24

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BUCKEYE, AN ARIZONA MUNICIPAL CORPORATION, PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, AND DEL WEBB CORPORATION, A DELAWARE CORPORATION, RELATED TO THE PERMITTING AND OPERATION OF THE WAGNER WASH UNDERGROUND STORAGE FACILITY AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER THE AGREEMENT.

WHEREAS, Pulte Home Company, LLC ("Owner") and the City of Buckeye ("City") previously entered into that certain Development Agreement dated August 1, 2023 and recorded in the Official Records of the Maricopa County Recorder's Office on September 25, 2023 as document number 2023-0499891, for the construction, installation, equipping and subsequent turn over by Owner to the City for operation and maintenance, of a constructed underground storage facility; and,

WHEREAS, the City seeks to utilize the underground storage facility, previously known as the "Festival Ranch Underground Storage Facility" and now known as the "Wagner Wash Underground Storage Facility," in order to support the City's ability to recharge the aquifer with effluent produced by the Festival Ranch Water Reclamation Facility; and,

WHEREAS, Del Webb Corporation ("Del Webb") is a wholly-owned subsidiary of Owner and seeks to commit third-party water to one or more Certificates of Assured Water Supply for plats within the Land to be delivered through the Central Arizona Project Canal to the City for storage at the Wagner Wash Underground Storage Facility; and,

WHEREAS, Owner, Del Webb and City wish to memorialize the terms and conditions for permitting the Wagner Wash Underground Storage Facility and for the City's use and operation of such facilities and infrastructure in a development agreement; and,

WHEREAS, the City is authorized to enter into development agreements by resolution, pursuant to Arizona Revised Statutes § 9-500.05.

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 Development Agreement between the City and Owner, (the "Agreement"), effective February 20, 2024, and relating to the permitting and operation of the Wagner Wash Underground Storage Facility, is hereby approved in substantially the form and substance on file with the City Clerk.

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

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 20th day of February, 2024.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

WHEN RECORDED, RETURN TO:

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

DEVELOPMENT AGREEMENT
(Wagner Wash Underground Storage Facility- Permitting and Operation)

DATED February 20, 2024

BY AND BETWEEN

THE CITY OF BUCKEYE, an Arizona municipal corporation,

AND

PULTE HOME COMPANY, LLC, a Michigan limited liability company

AND

DEL WEBB CORPORATION, a Delaware corporation

DEVELOPMENT AGREEMENT
(Wagner Wash Underground Storage Facility – Permitting and Operation)

THIS DEVELOPMENT AGREEMENT ***("Agreement")*** is made and entered into as of the 20th day of February, 2024 (the ***"Effective Date"***), between and among the CITY OF BUCKEYE, an Arizona municipal corporation ***("City")***, PULTE HOME COMPANY, LLC, a Michigan limited liability company ***("Owner")***, and DEL WEBB CORPORATION, a Delaware corporation ***("Del Webb")*** (collectively, City, Owner and Del Webb are referred to as the ***"Parties"***).

RECITALS

A. City and Owner are parties to that Development Agreement dated October 4, 2000 between the Town of Buckeye and 10,000 West, LLC, recorded at document number 2000-0787937 in the Maricopa County Official Records; the Assignment and Assumption of Development Agreement recorded May 18, 2002 as document number 2004-0549497 in the Maricopa County Official Records; the First Amendment to Development Agreement recorded February 17, 2006 as document number 2006-0227389 in the Maricopa County Official Records; the Second Amendment to Development Agreement recorded December 1, 2006 as document number 2006-1574387 in the Maricopa County Official Records; the Third Amendment to Development Agreement recorded October 30, 2008 as document number 2008-0938245 in the Maricopa County Official Records; and the Deficit Payment Agreement recorded July 2, 2009 as document number 2009-0611755 in the Maricopa County Official Records (collectively, the ***"Original Development Agreement"***) in connection with the development of certain property sometimes generally referred to as ***"Festival Ranch"*** or ***"Sun City Festival."***

B. In addition to the Original Development Agreement and this Agreement, the City and Pulte are parties to that certain Development, Financing Participation and Intergovernmental Agreement No. 1 dated April 21, 2005 and recorded in the Official Records of the Maricopa County Recorder's Office as Document Number 20050523800 (as amended, the ***"CFD Agreement"***). The CFD Agreement provides, among other things, for the conditions, terms, restrictions and requirements for public infrastructure and the financing of the public infrastructure by the Festival Ranch Community Facilities District, a community facilities district duly formed and existing pursuant to the laws of the State of Arizona (the ***"District"***).

C. Pursuant to that certain Development Agreement (Festival Ranch Constructed Underground Storage Facility – Construction) recorded September 25, 2023 as document number 2023-0499891 in the Maricopa County Official Records (***"Festival Ranch USF Construction Development Agreement"***), Owner intends to construct, install, and equip, and upon turnover to enable the City to operate and maintain a constructed underground storage facility (as defined in *Ariz.Rev.Stat.Ann.* § 45-802.01) to store water to serve development on the "Land," which term, for purposes of this Agreement, is defined as the land depicted and legally defined in Exhibits A and B to the Deficit Payment Agreement referenced in Recital "A."

D. Owner has agreed to (i) dedicate the "Parcels," which term, for purposes of this Agreement, is defined as the land depicted and legally defined in Exhibits A through D to the

Festival Ranch USF Construction Development Agreement referenced in Recital "C," for the constructed underground storage facility and the wash/percolation area to the City, and (ii) grant all easements required by the City to operate and maintain the constructed underground storage facility to be constructed by Owner, and (iii) construct, install, equip and permit the constructed underground storage facility to store water for the Land, all at no expense to the City.

E. After the City's acceptance of the completed constructed underground storage facility that has been constructed, installed, and equipped by Owner in accordance with City requirements and the terms and conditions of the Festival Ranch USF Construction Development Agreement, (the ***"Wagner Wash Underground Storage Facility"***), the City will own, operate and maintain such Facility.

F. Del Webb is a wholly-owned subsidiary of Owner. Del Webb is the Lessee under the Restated Option and Lease Agreement among the Ak-Chin Indian Community, the United States of America, and Del Webb dated June 27, 2001, as amended by the Supplement and First Amendment dated March 8, 2022 (the "***Ak-Chin Lease***"). Del Webb intends to commit to one or more Certificates of Assured Water Supply ("***CAWS***" or "***Certificate***") for plats within the Land a quantity of the Ak-Chin Lease water allocation that has not yet been committed to an assured water supply. City and Owner wish to set the terms by which the Owner will cause Del Webb to transfer the use of the leased water from Del Webb to the City's customers. The Parties agree the Ak-Chin Leased water committed to the assured water supply for City water service customers within the Land will be delivered through the Central Arizona Project ("CAP") Canal to the City for storage at the Wagner Wash Underground Storage Facility, and then withdrawn by the City pursuant to this Agreement. The Parties wish to set forth their commitments and agreements regarding these details in this Agreement.

G. The terms and conditions for permitting the constructed underground storage facility and associated infrastructure, and for the City's use and operation of such facilities and infrastructure, are as set forth in this Agreement.

H. The Parties acknowledge that this Agreement constitutes a "Development Agreement" within the meaning of Arizona Revised Statutes ("A.R.S.") § 9-500.05, and that, accordingly, it shall be recorded against the interest of the Owner in the Parcels in the Office of the Maricopa County Recorder to give notice to all persons of its existence and of the Parties' intent that the burdens and benefits contained herein be binding on and inure to the benefit of the Parties and all their successors in interest and assigns.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Recitals.** The recitals set forth above are acknowledged by the Parties to be true and correct and are incorporated into this Agreement.

2. **Effluent.** For purposes of this Agreement, the term ***"Effluent"*** shall mean wastewater produced from Owner's development of the Land that is treated (reclaimed) by the Festival Ranch Wastewater Reclamation Facility (***"Festival Ranch WRF"***), and its meaning shall include use of the term "reclaimed water." Effluent shall be Class A+ quality as defined by state

laws and regulations, or meet any subsequent designation of water quality required by law for direct reuse and underground storage of water. Owner acknowledges that the Effluent generated by the Festival Ranch WRF is owned by the City and may be used by the City for the benefit of City water customers or purchased from the City.

3. **Use of Effluent.** Effluent shall be used (a) first for sale to CC Golf Course for direct reuse for landscape watering on the CC Golf Course [defined in Section 4 below] up to an annual amount not to exceed 900 acre feet and (b) second for City's underground storage in the Wagner Wash Underground Storage Facility to generate long term storage credits (***"LTSCs"***) or for annual storage and recovery for uses as described in Sections 4, 5, and 6 below.

4. **Golf Landscape Watering.** The City will directly deliver Effluent, as defined in Section 2, if and as amounts are directly available, to the point of delivery shown on **Exhibit A** attached hereto and incorporated herein for landscape watering within the Copper Canyon Golf Club's existing 27-hole golf course (the ***"CC Golf Course"***) and to such further delivery points as agreed by the Parties. If the quantity of directly delivered Effluent is insufficient to supply the daily demand of the CC Golf Course, then the City will recover stored Effluent and supply it through a recovery well (indirect delivery) to the CC Golf Course. If both directly delivered and indirectly delivered Effluent are insufficiently available to satisfy the daily demand of the CC Golf Course, then the City will at CC Golf Course's request deliver groundwater to the CC Golf Course. Further, if the City delivers groundwater to the CC Golf Course, and if City is a member service area of the Central Arizona Groundwater Replenishment District ("CAGRD") and incurs a groundwater replenishment obligation for such deliveries in any year, then the City shall have the right to reimbursement of such CAGRD replenishment cost for such deliveries from CC Golf Course. City shall have no obligation to provide any supplemental water source other than as described in this paragraph nor have any liability for an insufficient amount of directly or indirectly delivered Effluent for landscape watering within the CC Golf Course. In any calendar year, the total annual sum of (i) direct Effluent deliveries plus (ii) indirect (stored and recovered) Effluent deliveries, and plus (iii) groundwater deliveries to the CC Golf Course shall not exceed 900 acre feet, and further provided that such delivery will be subject to the terms and conditions of a separate written customer agreement between the City and the CC Golf Course owner(s) that will include the provisions of Sections 4, 5, and 6 of this Agreement. The existing infrastructure for delivery of Effluent for landscape water for the CC Golf Course will be the infrastructure used to directly deliver Effluent pursuant to this Agreement. If additional wells or pipelines are needed for withdrawal and delivery of recovered Effluent or groundwater for golf course landscaping purposes, Owner will construct such necessary wells and pipelines and any associated infrastructure, including recovery wells, needed for direct and indirect delivery of the Effluent, at Owner's sole cost. Nothing in this Section 4 prohibits Owner from continuing to cause the delivery of Owner's or Del Webb's own CAP Canal-delivered water sources to the CC Golf Course in lieu of purchasing an equivalent amount of City-provided water source in any year that such quantity otherwise would have been served by the City.

5. **Price for Effluent.** The purchase price for Effluent, as defined in Section 2, whether delivered directly or indirectly through storage and recovery, pursuant to this Agreement shall be that non-potable water rate as adopted by Mayor and Council from time to time.

6. **Excess Effluent; Storage.** Effluent in excess of the annual 900 acre feet delivered for reuse for landscape watering purposes on the CC Golf Course, or Effluent available in

quantities throughout the year in excess of the daily CC Golf Course demand, will be stored by the City in the Wagner Wash Underground Storage Facility for the purposes described in this Agreement. If the City is not allowed to earn LTSCs for such storage, then the City will convey the Effluent to be recharged to Owner at no cost, to be stored by Owner pursuant to Owner's water storage permit in the same manner and for the same purposes.

7. **Storage of Assured Water Supply Water.** City will order, receive, and store water delivered through the CAP Canal to the Wagner Wash Underground Storage Facility that is committed to a CAWS for a portion of the Land pursuant to the annual storage and long term storage plans presented to the Arizona Department of Water Resources in such approved Certificate application. The City shall have the right to review and approve the annual storage and long term storage plans prior to the issuance of a Certificate, and City and Owner will coordinate the quantities of each order on an annual basis. If the City obtains a Designation of Assured Water Supply (also referred to in this Agreement as a "Designation" or "DAWS") for the service area serving the Land, then the City will order, receive, and store water delivered through the CAP Canal consistent with the City's most recent Designation of Assured Water Supply Order.

8. **Storage of Third-Party Water.** City will first use the capacity of the Wagner Wash Underground Storage Facility to store Excess Effluent and Assured Water Supply Water as described in Sections 6 and 7. Subject to City's prior approval of water quality, storage-eligible water owned by a third party (for example, any kind of water delivered through the CAP Canal), including Owner's and Del Webb's CAP Canal-delivered water, may be stored pursuant to a valid water storage permit in the Wagner Wash Underground Storage Facility, so long as such storage does not exceed the permitted annual storage limit for the Wagner Wash Underground Storage Facility (the ***"Additional Storage Capacity"***). Until the date all the Land to be subdivided by Owner has obtained a CAWS, Owner shall have the first right of refusal to use the Additional Storage Capacity on an annual basis. Owner shall exercise Owner's first right of refusal by delivering a storage order in writing to the City's Water Resources Director on or before September 25 of the year preceding the planned storage year. Beyond Owner's first right of refusal to store water as stated in this Section 8, City shall have the right to control and use all Additional Storage Capacity. City agrees that LTSCs earned by Owner or Del Webb under this Section 8, may be designated by Owner for (a) the City's use in serving landscape demands of the CC Golf Course, or (b) CAWS or a Designation of Assured Water Supply for subdivisions of the Land, and if so committed, that the City will recover and deliver such water to the designated uses.

9. **Payment of Costs for Excess Effluent.** Excess Effluent is a City water resource that will be stored by the City in the Wagner Wash Underground Storage Facility at City's cost. Excess Effluent will be provided to City water customers including CC Golf Course at City's approved water rates for such service.

10. **Payment of Costs for Water Committed to Assured Water Supply.** Except as provided in Section 12 below, Owner or Del Webb and City may enter into a separate agreement for the payment of costs for non-groundwater water sources acquired by Owner or Del Webb and allocated to City to support an assured water supply for uses within the Land. Notwithstanding the future agreement referenced in this Section 10, for any non-groundwater supply that is to be stored by the City or by Del Webb underground to earn LTSCs years in advance of the recovery and use of such LTSCs (i.e. not for annual storage and recovery) that is part of a plan to earn LTSCs to support the water supply pledged for a CAWS, then Del Webb shall be responsible to

pay the cost to order, pump, wheel, deliver and store that water underground. The City shall have the right to review and approve the committed water supply plans for such CAWS prior to the Certificate issuance.

11. **Payment of Costs for Third Party Water and Third Party Storage**. Except as provided in Sections 10 and 12, Owner or Del Webb will be responsible for all costs of purchasing and storing Owner's and Del Webb's CAP water or any other water Owner or Del Webb cause to be delivered directly to the CC Golf Course or to the Wagner Wash Underground Storage Facility for storage. Until the City establishes a rate for storage of third-party water in City storage facilities, Owner will pay to City the equivalent of the published CAP rate for Underground Water Storage operation and maintenance. Following the adoption by the City of a Recharge/Storage Operation and Maintenance Fee, the price for storage of third-party water, including Owner's and Del Webb's, will be the Recharge/Storage Operation and Maintenance Fee, as amended by Council from time to time.

12. **Ak-Chin Lease Water**. Del Webb is the lessee of a quantity of Colorado River and CAP water from the Ak-Chin Indian Community that is available for commitment to new assured water supply uses through December 10, 2120, some or all of which Del Webb may commit to uses within the Land (the ***"Lease Water"***). Del Webb already paid to the Ak-Chin Indian Community all Water Lease Charges due under section five of the Ak-Chin Lease for the right to use the Lease Water on an annual basis. Del Webb intends to pursue commitment of a portion of such available Lease Water to one or more CAWS for the Land, to be used by the City as annual storage and recovery water and through a long term storage and recovery plan for years after December 10, 2120. Pursuant to Sections 10 and 11 above, Del Webb will be responsible for payment of all Water Lease Charges, and Del Webb will also be responsible for payment of the Annual Water Use Charges under the Ak-Chin Lease for water used or stored by Del Webb as provided above, plus, for a transition period, Del Webb will pay annual Water Use Charges for water ordered for the purpose of annual City water service in the same year to new City water customers within the new Pulte subdivisions for which such Lease Water is committed by Del Webb to the City service. This transition period will end upon the occurrence of the earlier of (i) post-designation adoption by the City of a rate that absorbs the cost of the Lease Water or, (ii) for subdivision areas that obtained CAWS that include such water as a source, ten (10) years after Owner has obtained the first building permit within the first subdivision area using Lease Water. When one of conditions (i), or (ii), has been met, then thereafter City shall pay all annual costs to order, pump, wheel, deliver, store, treat, and use the committed water supply. For the purposes of this Agreement, references to the "Water Use Charge" shall be as defined in the Ak-Chin Lease, but as used in the cost allocations provisions in this Agreement, shall also include any additional charge payable to the Ak-Chin Community for such water ordered during a shortage as defined in section 5.D of the Ak-Chin Lease, and both shall be paid by the party responsible to pay the Water Use Charge as described in this Agreement. Del Webb's commitment of Lease Water will be made subject to the terms of the Ak-Chin Lease Any amendments to the Ak-Chin Lease to which the City is not a signor shall not increase or otherwise negatively affect the cost of the Lease Water to the City as described in this Agreement.

a. **Assignment of Lease for Committed Quantity.** Promptly after the Effective Date, the Parties will cooperate to meet with the Ak-Chin Indian Community regarding the water commitment plan in this Agreement for the Land. The Parties will request the Ak-Chin Indian Community approve for the committed

quantity a partial assignment of the Lease to the City and negotiate in good faith any approval documentation required for such assignment. Upon such assignment, the City shall timely comply with all terms of the Ak-Chin Lease as amended as to such assigned quantity as the responsible party, including timely and directly placing of water orders and payment of Water Use Charges for all water ordered by the City. The term "Water Use Charge" is defined in the Lease as the amount per acre-foot equal to the sum of the fixed and variable operation, maintenance and replacement costs which would be charged by the United States or the Central Arizona Water Conservation District or their successors, for the delivery of an acre-foot of Central Arizona Project non-Indian municipal and industrial water to the turn-out of the Maricopa Water District in the Central Arizona Project Aqueduct. If the Ak-Chin Indian Community or Secretary of the Interior refuse to approve the assignment of the Ak-Chin Lease to the City as to the allocated quantity of leased water, then the Parties will meet and confer in good faith regarding a potential update to the plan herein, but this Agreement shall remain in effect, and Del Webb will be relieved from the obligation to pursue an assignment and shall remain the Lessee.

b. **Ordering and Payment for Leased Water Following Assignment.** If City is an Ak-Chin Indian Community-approved assignee or sublessee of a quantity of Lease Water committed to an issued Designation of Assured Water Supply (the ***"City Lease Water"***), then the City shall be solely and primarily responsible to timely and directly comply with all Ak-Chin Lease water order and Water Use Charge payment requirements after such assignment date. If City is an Ak-Chin Indian Community-approved assignee or sublessee of a quantity of Lease Water committed to one or more issued CAWS (also the "***City Lease Water***"), but the City does not have a Designation at the time of the assignment approval, then the City shall be responsible in the first instance to timely and directly comply with all Ak-Chin Lease water order and Water Use Charge payment requirements for the City Lease Water after such assignment date, but Del Webb shall remain responsible to pay the City any costs to be borne by Del Webb under Section 12 above until one of the two conditions in Section 12 is met. If, however, Del Webb remains the Lessee under the Ak-Chin Lease after a quantity of Lease Water is committed to either a CAWS or an issued Designation of Assured Water Supply order (the ***"Committed Water"***), and if the City is not yet an approved Ak-Chin Lease assignee or sublessee, then so long as Del Webb remains the Lessee, Del Webb will timely order water and pay to the Ak-Chin Indian Community all amounts payable under the Water Lease for the quantity of Committed Water on or before the due date of such payments with City reimbursement to Del Webb as set forth below, and the City will accept, store, treat and deliver such Ak-Chin Lease Water the same as if the leased water was the City's leased water to be used for the committed water service purposes:

   i. On or before September 1 of each year, City shall submit to Del Webb the City's water order for part of all of the City Lease Water for the following calendar year. The City's water order shall set forth the

amount of City Lease Water to be delivered each month of the following year, and include an estimate of the annual water order amount for the succeeding two years. If the City fails to timely deliver its water order to Del Webb, Del Webb may submit a reasonable estimated water order based upon the prior year's usage on the City's behalf. Del Webb will include City's water order in Del Webb's final water order to the Ak-Chin Indian Community per the Ak-Chin Lease water order deadline, and will request the City Lease Water be delivered to the turnout for the Wagner Wash Underground Storage Facility to enable the City to provide water service to the Land. Del Webb will invoice City for Water Use Charges monthly as and when paid by Del Webb to the Ak-Chin Indian Community for City's ordered City Lease Water, and City will reimburse to Del Webb the invoice amount within 30 days. Any City Lease Water not ordered by the City on or before September 1 for the subsequent year, and any water ordered by the City but not taken or for which the Water Use Charges are not paid, may be ordered and used by Del Webb, at Del Webb's cost.

ii. While Del Webb remains the Lessee of the Ak-Chin Lease as to the City Lease Water, Del Webb will not sell, transfer, assign, convey, or encumber or dispose of all or any portion of its interest in the Ak-Chin Lease as to the City Lease Water without the City's prior written consent, which consent will not be unreasonably withheld.

iii. While Del Webb remains the Lessee of the Ak-Chin Lease, Del Webb will not materially amend or terminate the Ak-Chin Lease as to the City's right to order and use the City Lease Water without the City's prior written consent, which consent will not be unreasonably withheld.

13. **Recharge Permits.** Owner, at Owner's sole cost, will pursue an underground storage facility permit for the Wagner Wash Underground Storage Facility but the permit will be the City's permit as the owner of the Wagner Wash Underground Storage Facility. The requested permitted capacity for the Wagner Wash Underground Storage Facility is 3700 acre-feet per year. The City hereby consents to Owner and Del Webb Corporation each seeking water storage permits with up to the permitted facility capacity each for the Wagner Wash Underground Storage Facility. The consent provided in this Section shall not create third-party beneficiary rights under this Agreement.

14. **Commitment of LTSCs to Festival.** All LTSCs earned for storage of Effluent will be earned by the City unless conveyed to Owner pursuant to Section 6, and will be held in a long-term storage recovery account as needed to ensure that such credits will be credited toward future CAWS for subdivision of the Land. LTSCs earned through storage of Effluent will be held for commitment to future CAWS until all Certificates have been obtained for all areas within the Land. Any excess uncommitted Effluent LTSCs or other water LTSCs stored in the Wagner Wash Underground Storage Facility after the final CAWS is issued for the build out of the Land will be conveyed to the City (or to a third party designated by the City if the City is ineligible to hold the credits) for water service to City's customers within Festival Ranch and Sun City Festival.

15. **Designation of Assured Water Supply.** If the City obtains a Designation of Assured Water Supply that includes the City's Festival Ranch water service area and that includes a water portfolio (including the Effluent and any other water supply) sufficient to enable the City to approve subdivision plats for the remaining unplatted portion of the Land, then the Effluent in excess of the amount required for golf course landscaping shall upon the issuance of such Designation order, be stored by the City in the Wagner Wash Underground Storage Facility pursuant to the City's water storage permit.

16. **Recovery and Use of Stored Water.** All LTSCs earned in the Wagner Wash Underground Storage Facility pursuant to this Agreement will be recovered by the Parties solely for uses within the Land and may be committed by Owner to the planned water supply for one or more CAWS for the Land. Effluent and LTSCs shall not be sold by Owner or Del Webb to third parties. Upon commitment of the LTSCs to subdivisions, the City shall recover and use the stored water to serve City customers within such subdivisions. If then-current law prohibits Owner from assigning the LTSCs to City due to City's groundwater withdrawal status in the year the credits were earned or for any other reason, then the Parties will cooperate to authorize Owner to obtain a recovery well permit in Owner's name with an agreement for shared use of the City's wells and infrastructure to enable the City as Owner's agent, to recover and wheel Owner's LTSCs to the City's water service customers within the Land for whom such water resources are committed.

17. **No Liability for Agency Determinations.** Owner acknowledges and agrees that the City shall have no liability for determinations or actions of the Arizona Department of Water Resources or other requisite government approvals in connection with Owner's applications for permits, permits, or development of assured water supply for the Land including analyses or CAWS or DAWS.

18. **Representations and Warranties**. As of the date of the execution of this Agreement, the parties represent and warrant to each other as follows ("*Representations and Warranties*"):

(a) By Owner:

(i) Owner is a limited liability company, duly formed and in good standing in its State of incorporation or formation and duly qualified to do business in Arizona.

(ii) Owner has the authority, including the individual signing for Owner, and the right to enter into this Agreement as authorized by the members of Owner at duly noticed meetings at which quorums were present.

(iii) Owner is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

(iv) Owner has not relied on any representations or warranties of the City other than those expressly set forth in this Agreement.

(b) **By Del Webb:**

(i) Del Webb is a corporation, duly formed and in good standing in its State of incorporation or formation and duly qualified to do business in Arizona.

(ii) Del Webb has the authority, including the individual signing for Del Webb, and the right to enter into this Agreement as authorized by the Board of Del Webb at duly noticed meetings at which quorums were present.

(iii) Del Webb is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

(iv) Del Webb has not relied on any representations or warranties of the City other than those expressly set forth in this Agreement.

(c) **By the City:**

(i) The resolution approving this Agreement was adopted at a duly noticed and held public meeting by the City Council, at which a quorum was present and the execution of this Agreement was authorized.

19. **Conflicts of Interest.** The parties acknowledge that this Agreement is subject to cancellation pursuant to § 38-511, Arizona Revised Statutes, as amended.

20. **Covenants Running with the Land.** The provisions of this Agreement shall be for the benefit of, and shall be a burden upon, the Land, and the provisions of this Agreement shall be covenants running with the Land.

21. **Indemnity.** Owner (or its successors or assigns), shall indemnify, defend and hold harmless the City and each council member, officer, official or employee thereof (the City and any such person being herein called an "***Indemnified Party***"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) to which any such Indemnified Party may become subject, at law or in equity or otherwise ("***Claims***"), insofar as such Claims (or actions in respect thereof) arise out of or are based upon the negotiation, entry, existence of this Agreement or any provisions of this Agreement, except for those Claims which have been adjudicated to be caused by the City's gross negligence, intentional misconduct, or the City's breach of this Agreement. Except as set forth in the prior sentence, the indemnity provided herein shall apply only to Claims arising in whole or in part from the actions or inactions of Owner and shall not apply to Claims arising in whole or in part from the actions or inactions of an Indemnified Party. An Indemnified Party shall, promptly after the receipt of written notice or actual knowledge of a Claim against such Indemnified Party in respect of which indemnification may be sought against Owner, notify Owner (as provided in Section 36 below) in writing of such Claim, provided that the failure of the Indemnified Party to give written notice of such Claim shall not relieve Owner from its obligations under this Section except to the extent that such failure prejudices the defense of such action or proceeding by Owner. The Indemnified Party, at its

expense, may employ separate counsel and participate in the defense. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify Owner of the commencement thereof, Owner shall promptly assume the defense thereof, with counsel satisfactory to such Indemnified Party and Owner. If Owner promptly assumes the defense of any such Claim and pays all costs incurred in connection therewith, Owner will not be liable to such Indemnified Party under this Section for any legal or other expenses incurred by such Indemnified Party separately in connection with the defense thereof. If Owner does not promptly assume the defense of any such action after written notice from the Indemnified Party, until Owner does assume the defense of such action, the Indemnified Party shall have the right to direct the defense of such action on behalf of such Indemnified Party and settle the action without the consent or approval of Owner and Owner shall pay any settlement amounts and all reasonable attorneys' fees and other costs and expenses incurred in the defense and settlement of any such action. At any time after an Indemnified Party receives a notice of Claim for which indemnification is required under this Agreement, the City may require Owner to provide the City, within thirty (30) days after written notice from the City to Owner, with such financial assurance(s) as the City may require, in its reasonable discretion, sufficient to guarantee Owner's performance of any of its indemnity obligations under this Agreement that are the subject of the notice of Claim.

22. **Defaults.** Failure or unreasonable delay by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days after written notice thereof from the other party ("***Cure Period***"), shall constitute a default under this Agreement; provided, however, that if the failure or delay is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then such party shall have such additional time as may be necessary to perform or comply so long as such party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the Cure Period, the non-defaulting party shall have all rights and remedies that are set forth in Section 19 of this Agreement.

23. **Dispute Resolution Remedies.** The parties shall be limited to the remedies and dispute resolution process set forth in **Exhibit B** and in this Section. Any dispute, controversy, claim, or cause of action arising out of or relating to this Agreement shall be governed by Arizona law. Owner and the City agree that any award rendered by the arbitrator (as defined in **Exhibit B**) pursuant to the provisions of **Exhibit B** shall be binding on both parties, and if either party does not abide by the award rendered by the arbitrator, the provisions of **Exhibit B** shall apply.

24. **Term.** The term of this Agreement shall be One Hundred Years after the date that the Arizona Department of Water Resources issues the final CAWS within the Land (the ***"Term"***). Owner shall provide City with a copy of the final CAWS for the Land that includes the Certificate approval date.

25. **Assignment.** Owner shall not transfer or assign ("***Transfer***") part or all of its rights and obligations in part or all of the Land to any person or entity ("***Transferee***") at any time during the duration of this Agreement without the prior written consent of the City which consent shall not be unreasonably withheld. Any assignment made without the City's written consent required under this Section shall automatically be void. In the event of a proposed assignment, Owner specifically acknowledges and agrees that the City's consent may be withheld and Owner will not

be released from its obligations under this Agreement with respect to the Land or the part of the Land that is transferred ("***Transferred Land***"), unless:

(a) Owner has provided the City written notice of the proposed Transfer which such notice shall include (i) a legal description of the Transferred Land and the name, address and facsimile number for notice purposes, of the Transferee, and (ii) a written acknowledgement and agreement that Transferee agrees to be subject to all of the provisions of this Agreement as to the Transferred Land, and (iii) Owner's request for the City's consent; and

(b) In the event of a partial Transfer, and in addition to the requirements of Section 25(a) above, Owner and the Transferee have submitted to the City and the City has approved, in its reasonable discretion, a written plan providing for the allocation of obligations and responsibilities under this Agreement between Owner and the Transferee such that the City's rights and interests under this Agreement are not adversely affected.

Any amendment to this Agreement in connection with Transferred Land shall affect only the Transferred Land and shall not be an amendment of this Agreement as to the part of the Land that is not transferred. Any Default of this Agreement in connection with Transferred Land shall affect only the Transferred Land and shall not be a Default under this Agreement as to the part of the Land that is not the subject of a Transfer.

26. **Compliance Confirmation.** When requested by either the City or Owner, which request can be made from time to time, the other shall use its best efforts to confirm the following in writing to the requesting party within thirty (30) days from the date of the request:

(a) This Agreement is unmodified and in full force and effect (or reasons why it is not); and

(b) Based upon knowledge, there are not any uncured Defaults under this Agreement (or reasons why there are).

27. **No Agency or Partnership.** Neither the City nor Owner are acting as the agent of the other with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture, or other business relationship between the City and Owner.

28. **No Third-Party Beneficiary.** This Agreement shall not create any third-party beneficiary rights to any person or entity who is not a party to this Agreement, including any lender to Owner.

29. **Construction.** The provisions and exhibits of this Agreement shall be construed as a whole consistent with their plain meaning and intent, and they shall not be construed against one party or the other based upon which party prepared or influenced the drafting of any provision or exhibit of this Agreement.

30. **Recording.** The City shall record this Agreement with the Maricopa County Recorder no later than ten (10) days after the last party to execute this Agreement.

31. **Time of Essence.** Time is of the essence of this Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matters of this Agreement.

32. **Benefit and Binding Effect.** This Agreement shall be for the benefit of and binding upon the parties hereto and their successors and assigns.

33. **Waiver of Claims.** Owner knowingly and voluntarily forever releases and discharges the City and all of its past and present elected officials, officers, directors, agents, employees, successors, assigns, attorneys, and representatives from all legal and equitable claims, causes of action, debts, accounts, and damages, known or unknown, asserted or unasserted, and of every nature and extent whatsoever, that the Owner has against the City, and arising from actions, omissions, delays or other events that occurred prior to the date of this Agreement and which relate solely to this Agreement; provided, however, none of the releases and discharges is intended to, and does not negate or otherwise relieve the City of any executory contractual obligations under this Agreement. The foregoing notwithstanding, unknown claims shall only be deemed waived to the extent the facts and circumstances of such unknown claims are discoverable through commercial diligence. Owner agrees and consents to all the conditions imposed by this Agreement, and by signing this Agreement waives any and all claims, suits, damages, compensation and causes of action for diminution in value of the Land the owner of the Land may have now or in the future under the provisions of *Ariz.Rev.Stat.Ann.* §§ 12-1134 through and including 12-1136 resulting from this Agreement or from any "land use law" (as such term is defined in the aforementioned statute sections) expressly permitted or contemplated by this Agreement to be enacted, adopted or applied by the City now or hereafter. Owner acknowledges and agrees the terms and conditions set forth in this Agreement cause an increase in the fair market value of the Land and such increase exceeds any possible reduction in the fair market value of the Land caused by any future land use laws, rules, ordinances, resolutions or actions expressly permitted or contemplated by this Agreement and adopted or applied by the City to the Land.

34. **Amendment.** Any amendment to this Agreement shall be in writing and signed by the Parties.

35. **Section Titles.** The section titles in this Agreement are not part of this Agreement and are for convenience only.

36. **Notices.** All notices, requests, waivers, approvals, acceptances or other communications under this Agreement shall be in writing and shall be deemed given when personally delivered or transmitted by electronic mail or two days after mailing by certified mail, return receipt requested and postage prepaid, to the addresses set forth below:

(a) City: City of Buckeye
Attention: City Manager
530 East Monroe Avenue
Buckeye, Arizona 85326
Email: dcotterman@buckeyeaz.gov

With a copy to: City of Buckeye
Attention: K. Scott McCoy, City Attorney
530 East Monroe Avenue
Buckeye, Arizona 85326
Email: smccoy@buckeyeaz.gov

(b) Pulte: Pulte Home Company, LLC
Attention: Vice President Land
16767 Perimeter Drive, Suite 100
Scottsdale, Arizona 85260
Email:

With a copy to: Pulte Home Company, LLC
Attn: Law Department
16767 Perimeter Dr., Suite 100
Scottsdale, AZ 85260
Email:

With a copy to: Michele Van Quathem
Law Offices of Michele Van Quathem PLLC
7600 N. 15th St., Suite 150
Phoenix, Arizona 85020
Email: mvq@mvqlaw.com

With a copy to: Matthew R. Berens, Esq.
Berens Blonstein PLC
7033 East Greenway Parkway, Suite 210
Scottsdale, Arizona 85254
Email: mberens@berensblonstein.com

(c) Del Webb: Del Webb Corporation
Attention: Vice President Land
16767 Perimeter Drive, Suite 100
Scottsdale, Arizona 85260
Email:

With a Copy to: Del Webb Corporation
Attn: Law Department
16767 Perimeter Dr., Suite 100
Scottsdale, AZ 85260

With a copy to: Michele Van Quathem
Law Offices of Michele Van Quathem PLLC
7600 N. 15th St., Suite 150
Phoenix, Arizona 85020
Email: mvq@mvqlaw.com

With a copy to: Matthew R. Berens, Esq.
Berens Blonstein PLC

7033 East Greenway Parkway, Suite 210
Scottsdale, Arizona 85254
Email: mberens@berensblonstein.com

No notice to a party shall be effective unless and until a copy of such notice is given to, or as appropriate, received by, all persons indicated above as entitled to receive required copies of notices to that party. The above-described recipients of notices may change their address for notice purposes by giving the other parties notice of such change, provided, however, that no such change in notice shall be effective for a period of ten (10) calendar days following such notice of such change. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by legal counsel for such party.

37. **Force Majeure.** The performance of either party and the duration of this Agreement shall be extended by any causes that are beyond the control of the party required to perform, such as an act of God, civil or military disturbance and labor or material shortage.

38. **Governing Law.** This Agreement shall be governed by and construed under the laws of the state of Arizona, and any litigation shall take place only in Maricopa County, Arizona.

39. **Attorneys' Fees.** The prevailing party in any litigation in connection with this Agreement shall be entitled to its attorneys' fees and costs.

40. **No Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Owner of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

41. **Severability.** If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect if the remaining provisions permit the parties to achieve the practical and proportional benefits and obligations of the arrangements contemplated by this Agreement. Otherwise, either party may terminate this Agreement.

42. **Certification.** To the extent applicable under A.R.S. § 35-394, Owner certifies that it does not, and will not for the duration of this Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

43. **Counterpart Signature.** This Agreement may be executed in counterpart, each of which shall be deemed an original, and all of which combined shall constitute one and the same instrument.

44. **Exhibits; Entire Agreement; Merger.** This Agreement, together with **Exhibit A** and **Exhibit B** listed below, attached hereto and incorporated herein by this reference, constitute the entire agreement between the parties. All prior contemporaneous agreements, representations

and understandings of the parties, oral or written, with respect thereto are hereby superseded and merged herein.

Exhibit A	Depiction of Location of Point of Delivery of Effluent For Reuse for Landscape Watering on CC Golf Course
Exhibit B	Dispute Resolution/Remedies

45. **Signature.** The parties have executed this Agreement on the date set forth above.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

CITY OF BUCKEYE,
an Arizona municipal corporation

By:_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

STATE OF ARIZONA
COUNTY OF MARICOPA

On this _____ day of _____, 2024, before me personally appeared Eric W. Orsborn, the Mayor of the City of Buckeye, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed this Development Agreement on behalf of the City of Buckeye.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

(Seal and Expiration Date)

_____
Notary Public in and for the State of Arizona

PULTE HOME COMPANY, LLC, a Michigan limited liability company

By:_____
Gregory M. Abrams, Division Vice President
Land Acquisition

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On Jan. 2, 2024, before me personally appeared Gregory M. Abrams, a Division Vice President Land Acquisition of Pulte Home Company, LLC, a Michigan limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document on behalf of the company.

Notary Public

(Affix notary seal here)

LINDA J. GROSSBERG
Notary Public - Arizona
Maricopa Co. / #626481
Expires 05/10/2026

DEL WEBB CORPORATION, a Delaware corporation

By:_____

Gregory M. Abrams, Division Vice President
Land Acquisition

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On Jan 8, 2024, before me personally appeared Gregory M. Abrams, Division Vice President of Land Acquisition of Del Webb Corporation, a Delaware corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who s/he claims to be, and acknowledged that s/he signed the above document on behalf of the company.

_____
Notary Public

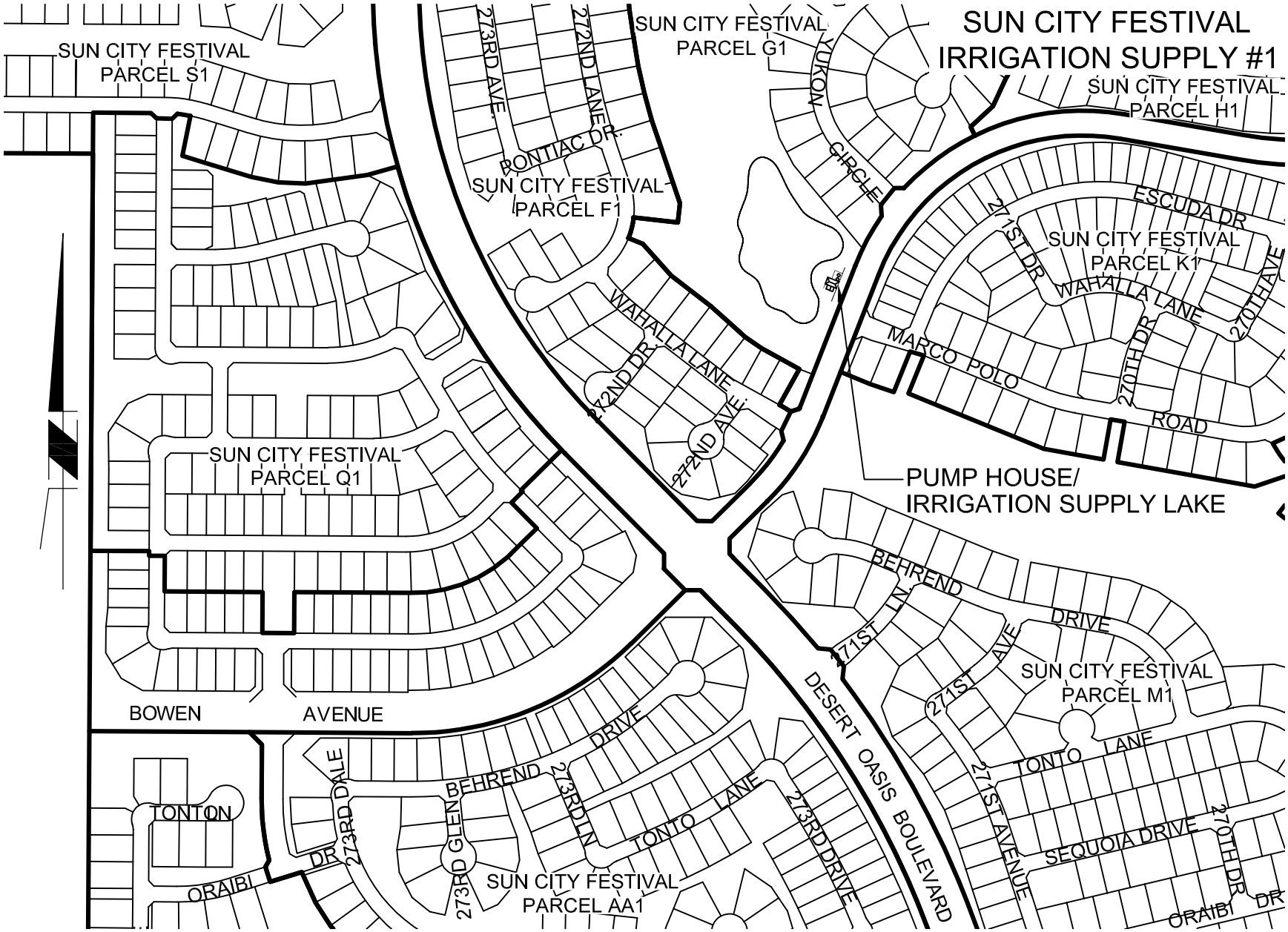
(Affix notary seal here)

LINDA J. GROSSBERG
Notary Public - Arizona
Maricopa Co. / #626481
Expires 05/10/2026

EXHIBIT A
TO
DEVELOPMENT AGREEMENT

[Depiction of Location of Point of Delivery of Effluent For Reuse for Landscape Watering on CC Golf Course]

See following page(s).


SUN CITY FESTIVAL
IRRIGATION SUPPLY #1
SUN CITY FESTIVAL
PARCEL S1
SUN CITY FESTIVAL
PARCEL G1
SUN CITY FESTIVAL
PARCEL H1
SUN CITY FESTIVAL
PARCEL F1
SUN CITY FESTIVAL
PARCEL K1
SUN CITY FESTIVAL
PARCEL Q1
SUN CITY FESTIVAL
PARCEL M1
SUN CITY FESTIVAL
PARCEL AA1
PUMP HOUSE/
IRRIGATION SUPPLY LAKE
273RD AVE.
272ND LANE
PONTIAC DR.
YUKON
CIRCLE
ESCUDA DR
271ST DR
WAHALLA LANE
270TH AVE
MARCO POLO
270TH DR
ROAD
272ND DR.
272ND AVE.
BEHREND
DRIVE
271ST
AVE
BOWEN
AVENUE
DESERT OASIS BOULEVARD
TONTO
LANE
273RD DALE
DR
273RD GLEN
273RD LN
273RD DRIVE
271ST AVENUE
SEQUOIA DRIVE
270TH DR
ORAIBI
DR

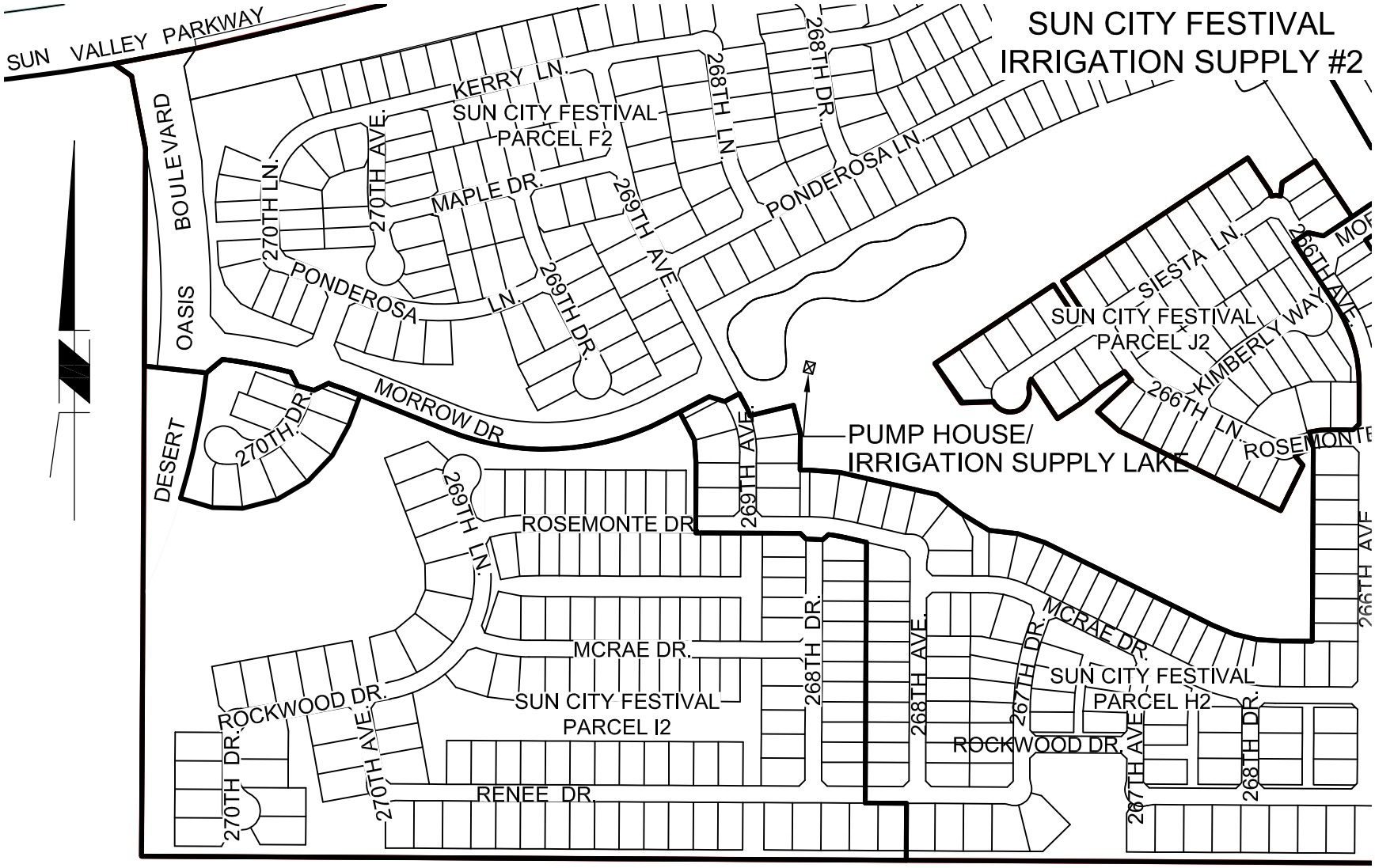

SUN CITY FESTIVAL
IRRIGATION SUPPLY #2
SUN VALLEY PARKWAY
BOULEVARD
OASIS
DESERT
KERRY LN.
SUN CITY FESTIVAL
PARCEL F2
MAPLE DR.
PONDEROSA LN.
270TH LN.
270TH AVE.
269TH LN.
269TH AVE.
268TH LN.
268TH DR.
PONDEROSA LN.
269TH DR.
MORROW DR
270TH DR.
SIESTA LN.
SUN CITY FESTIVAL
PARCEL J2
KIMBERLY WAY
266TH AVE.
266TH LN.
ROSEMONTE
PUMP HOUSE/
IRRIGATION SUPPLY LAKE
ROSEMONTE DR.
MCRAE DR.
SUN CITY FESTIVAL
PARCEL I2
ROCKWOOD DR.
RENEE DR.
268TH DR.
268TH AVE.
267TH DR.
267TH AVE.
SUN CITY FESTIVAL
PARCEL H2
266TH AVE

EXHIBIT B
TO
DEVELOPMENT AGREEMENT

[Dispute Resolution/Remedies]

A. The dispute resolution process ("***Process***") and remedies set forth herein shall not apply to an action by the City to condemn or acquire by inverse condemnation all or any portion of the Land, and in the event of any such action by the City, Owner shall have all rights and remedies available to it at law or in equity.

B. If an event of default is not cured within the Cure Period, as defined at Section 17 of this Agreement, the non-defaulting party may institute the Process, pursuant to Paragraph C below.

C. Any controversy or claim subject to the Process shall be settled by an arbitration administered by the American Arbitration Association ("***AAA***") in accordance with its Commercial Arbitration Rules ("***Rules***") (except that the terms of this Agreement and this Exhibit shall control over conflicting rules), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

D. The dispute shall be heard by a single arbitrator from a panel of qualified arbitrators located within the Phoenix metropolitan area.

E. The place of arbitration shall be Phoenix, Arizona.

F. The parties agree that the remedies available for the award by the arbitrator shall be limited to specific performance and declaratory relief and that under no circumstances shall the arbitrator issue an award of monetary damages, whether characterized as actual, consequential or otherwise, provided, however, the arbitrator may award the payment of an amount owed, or enjoin the withholding of amounts due, pursuant to this Agreement.

G. The parties have structured this Process with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this Process. The hearing of any dispute shall be expedited and will commence as soon as practicable, but no later than forty-five (45) days after selection of the arbitrator. This deadline can be extended only with the consent of both parties to the dispute, or by decision of the arbitrator upon a showing of emergency circumstances.

H. The arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that the disputes be resolved in a prompt and efficient manner. No discovery may be had of privileged materials or information. The arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse.

I. In order to effectuate the parties' goals, the hearing, once commenced, will proceed from business day to business day until concluded, absent a showing of good cause.

J. The arbitrator shall, within thirty (30) days from the conclusion of the hearing, issue the award.

K. The arbitrator may determine how the costs and expenses of the arbitration shall be allocated between the parties, and may award attorneys' fees to either party.

L. The award of the arbitrator shall be accompanied by a reasoned opinion.

M. The award of the arbitrator shall be final and binding. Except as otherwise provided in this Agreement, this Exhibit and the Commercial Arbitration Rules of the AAA, the Process shall be subject to the provisions of the Arizona Arbitration Act (A.R.S. §§ 12-1501-1518). In the event a party seeks confirmation of an award, or if there is a failure to abide by any award, either party may seek any remedy at law or equity for failure to comply with the award, but in no event shall the award be reviewed *de novo* or consequential monetary damages be ordered by the court.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/20/24	**AGENDA ITEM:** 4.J. WR - Job Order Contract (JOC) for the installation of Historic Booster Pump #4
DATE PREPARED: 02/16/24	**DISTRICT NO.:**
STAFF LIAISON: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6102	
DEPARTMENT: Water Resources	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Delivery Order No. 5 to the Job Order Contract (JOC No. 2019011.01) between the City of Buckeye, an Arizona municipal corporation, and Felix Construction Company, an Arizona corporation, for the Historic Booster Pump #4 Installation; and authorize the City Manager to execute said Delivery Order on behalf of the City.

SUMMARY

PROJECT DESCRIPTION:
Felix Construction Company was selected for this project through Delivery Order Request for Proposal (DORFP) #7, which was released to contractors under JOC No. 2019011.01-.05. Felix Construction will perform the installation of Historic Booster Pump #4, and all ancillary tasks necessary for execution of the installation, including: (1) isolation of Booster #3; (2) installation of the gate valve & blind flange; (3) installation then removal of temporary piping; (4) temporary relocation of the French drain; and (5) all necessary electrical work. The anticipated cost of this project is $447,373.59. The overall budget is $475,000.

FUTURE ACTION:
None.

FINANCIAL IMPACT STATEMENT:
This item was approved in the Water Resources Department's FY24 budget for a total amount not to exceed $475,000.

CURRENT FISCAL YEAR TOTAL COST:
$475,000

BUDGETED:
Yes

FISCAL YEAR:
FY24

FUND/DEPARTMENT:
40001233-543162

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

2019011.01 DO5 Felix.pdf

JOB ORDER CONTRACT DELIVERY ORDER
BETWEEN
THE CITY OF BUCKEYE
AND
FELIX CONSTRUCTION COMPANY

JOB ORDER CONTRACT NO. 2019011.01
DELIVERY ORDER #5
HISTORIC BOOSTER PUMP #4 INSTALLATION

THIS DELIVERY ORDER #5 (this "Delivery Order") is entered into as of _____, between the CITY OF BUCKEYE, an Arizona municipal corporation (the "City"), and Felix Construction Company, an Arizona corporation (the "Contractor"). This Delivery Order is subject to and governed by the terms and conditions of Job Order Contract No. 2019011.01 between the City and Contractor, dated September 17, 2019 (the "Contract").

ARTICLE 1
SCOPE OF WORK

The Contractor shall furnish all labor, materials, and equipment, as more fully set forth in the Proposal, which is attached hereto as **Exhibit A** and incorporated as if fully set forth herein (the "Work"), to complete the Historic Booster Pump #4 Installation, as more fully set forth in the Scope of Work, which is attached hereto as **Exhibit B** and incorporated as if fully set forth herein (the "Project").

ARTICLE 2
SCHEDULE OF COMPLETION OF WORK

The Contractor shall commence work within ten (10) days from issuance by the City of a Notice to Proceed, and shall complete the Work within **one hundred twenty (120)** 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 with the above number of calendar days, as may be extended by any City-approved Change Orders, the Contractor agrees to pay and will pay to the City, in addition to all other sums owed pursuant to the Contract, the sum of **Four Hundred Thirty Dollars and Zero Cents ($430.00)** for each calendar day of delay as liquidated damages for such delay and not as a penalty. This sum may be withheld from the balance of the contract price as it becomes due. Should liquidated damages exceed the contract price due or to become due, then the Contractor shall pay the City the difference within three (3) days of receipt of written demand.

ARTICLE 3
COST OF CONSTRUCTION

The total cost to complete the Work under this Delivery Order shall not exceed **Four Hundred Forty-Seven Thousand Three Hundred Seventy-Three Dollars and Fifty-Nine Cents ($447,373.59)**.

ARTICLE 4
INSURANCE & BONDS

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

ARTICLE 5
ADDITIONAL TERMS

This Delivery Order is subject to the terms and conditions of the Contract and may be canceled pursuant to the provisions of A.R.S. § 38-511.

By executing this Delivery Order, the Contractor certifies its compliance with A.R.S. § 35-393.01.

To the extent applicable under A.R.S. § 35-394, the Contractor certifies that it does not, and will not for the duration of the Contract, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

In the event of any conflict or discrepancy between the terms of this Delivery Order, the Contract, and **Exhibit A** to this Delivery Order, the documents shall govern in that order.

ARTICLE 6
EXHIBITS

This Delivery Order includes and incorporates the following Exhibits:

Exhibit A – Proposal
Exhibit B – Scope of Work

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Delivery Order as of the date first set forth above.

CITY:

THE CITY OF BUCKEYE,
an Arizona municipal corporation

Dan Cotterman, City Manager

CONTRACTOR:

FELIX CONSTRUCTION COMPANY,
an Arizona corporation

David Giannetto, Principal

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAA9u11xOPLDtvbB1upafx3Q

EXHIBIT A
TO
DELIVERY ORDER #5

PROPOSAL

PROPOSAL

City Project Name: **Historic Booster Pump #4 Installation**

Solicitation No: **DORFP #7**

Date: November 30, 2023

Proposal from: Felix Construction
(Name of Firm)

To: City of Buckeye, Finance Department

The following proposal is made for construction services for the City of Buckeye, Arizona, in accordance with Construction Documents. The undersigned certifies that the Construction Documents, as well as the proposed construction site and conditions affecting the Work have been carefully examined; that the amount and nature of the Work to be done is thoroughly understood; and that at no time will misunderstanding of the drawings, specifications, or conditions to be overcome be pleaded.

The undersigned certifies that he or his firm is currently licensed under the provisions of ARS Sections 32-1151 and 32-1169. The undersigned further certifies that he or his firm has a privilege license pursuant to ARS Section 42-5005.

The undersigned has/will execute the Job Order Contract Delivery Order if awarded the Contract. Any exceptions to the terms and conditions have been stated in writing and submitted on a separate sheet with this price proposal. The undersigned understands that any exceptions taken to the Construction Contract which are not accepted and/or approved by the City may be a basis for rejection of the Price Proposal as nonresponsive.

RECEIPT BY THE UNDERSIGNED OF THE FOLLOWING ADDENDA IS HEREBY ACKNOWLEDGED:

AMENDMENT NUMBER: 1 DATED: November 1, 2023

AMENDMENT NUMBER: 2 DATED: November 29, 2023

AMENDMENT NUMBER: _____ DATED: _____

LUMP SUM PROPOSAL:

The undersigned proposes to complete all the Work in accordance with said Construction Documents, plans, specifications, and all associated addenda for the lump sum of items 1-5:

Four Hundred Forty-Seven Thousand Three Hundred Seventy-Three Dollars and Fifty-Nine Cents Dollars ($ 447,373.59).

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

Historic Booster Pump #4 Installation		
Item No.	**Description**	**Bid Amount**
1	Isolate Booster #3 from the Distribution Header and Install Gate Valve w/Blind Flange	$ 101,505.56
2	Installation/Removal of Temporary Piping	$ 14,350.89
3	Temporary Relocation of French Drain	$ 56,507.40
4	Electrical Work	$ 132,905.66
5	Installation of Booster Pump and Motor	$ 142,104.08
Total		$ 447,373.59

Clarifications

Included:
1. Proposal is based on being able to line stop and hot tap underground at the suction header. See PG: 15 of 15 for design.
2. Project pricing is built per attached plans in RFP labeled " Historic Booster Pump Station Improvements" and dated June 2023.

Excluded:
1. Permits

Price Assumes:
1. Normal working hours

Assumes Owner to Provide:
1. Booster Pump with attached sole plate
2. VFD Cabinet
3. Site Access

Submitted by: Kory Burden

SIGNATURE: Kory Burden

NAME: Felix Construction

TITLE: Senior Estimator

Principal Office: Arizona Office

Address: 2530 S. 52nd Ave Phoenix, AZ 85043

Telephone: 480-464-0011

Facsimile: _____

Mr. Matt Phillips being duly sworn deposes and says that he/~~she~~ is the Principal of Felix Construction Contractor(s), and that answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this 30 day of November, 2023

Notary Public: Danielle Cuellar

My Commission Expires: 14 day of March, 2024

SIGNATURE: Danielle Cuellar

DANIELLE CUELLAR
Notary Public - State of Arizona
PINAL COUNTY
Commission # 576649
Expires March 14, 2024

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Felix Construction Company
(Contractor's Name)

as Principal, and Travelers Casualty and Surety Company of America, as Surety, are hereby held and firmly bound into City of Buckeye as OWNER in the penal sum of 10% of amount of bid, (10%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.
Signed this 30th day of November, 2023.

The Condition of the above obligation is such that whereas the Principal has submitted a certain proposal, attached hereto and hereby made a part hereof to enter into a contract in writing, for: **JOC 2019011.01-.05 DORFP #7.**

Now, therefore, if the obligee accepts the proposal of the principal and the principal enters into a contract with the obligee in accordance with the terms of the proposal and gives the bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the principal to enter into the contract and give the bonds and certificates of insurance, if the principal pays to the obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of § 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Felix Construction Company
(Principal)

(Signature) (L.S.)

Travelers Casualty and Surety Company of America
(Name of Surety)

By: (Signature)
Debra K. Williams, Attorney-in-Fact

TRAVELERS

SURETY BOND SEAL ADDENDUM
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Travelers Casualty and Surety Company of America ("Travelers") has authorized its Attorneys-in-Fact to affix Travelers' corporate seal to any bond executed on behalf of Travelers by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Travelers by its Attorney-in-Fact, Travelers hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 16th day of March, 2020.

Travelers Casualty and Surety Company of America



By: _____
Robert L. Raney, Senior Vice President

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Debra K. Williams** of **MESA**, **Arizona**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **30th** day of **November**, **2023**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SOLICITATION AMENDMENT
JOC Contract No. 2019011.01-.05
DORFP #7
CITY OF BUCKEYE

AMENDMENT NO. 1

NOTE: Attach to Original Delivery Order Request for Proposal. However, if the proposal has already been returned, complete this Amendment and return for attachment to your proposal no later than 3:00 PM, November 30, 2023.

City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Attn: Travis M. Stewart, Contracts Administrator
Finance Department
tstewart@buckeyeaz.gov

SOLICITATION: JOC Contract No. 2019011 DORFP No. 7 – Delivery Order Request for Proposal Historic Booster Pump #4 Installation
Last Day for Questions: **November 21, 2023, no later than 3:00 PM local time**
Proposal Due Date and Time: **November 30, 2023, no later than 3:00 PM local time**

NOTICE TO CONTRACTORS:
This Amendment forms a part of the Contract and clarifies, corrects, or modifies the original Invitation for Bid documents prepared by the City of Buckeye.

The balance of the specifications and instructions remain the same. Offeror must acknowledge receipt and acceptance of this Amendment by returning the attached Solicitation Amendment Acknowledgement Page with the bid.

Questions Asked by Contractors:

Q1. Last day for questions is shown as 11/23/23, this is Thanksgiving Day followed by Thanksgiving weekend. Will this date by moved back to avoid the holiday.

A1. The last day for questions is being moved to November 21, 2023, no later than 3:00 PM local time due to the holiday. This will allow for any questions to be answered prior to the holiday and provide a little additional time for consideration of any new information that might be provided based off of questions.

PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS AMENDMENT BY SIGNING THE ATTACHED DORFP AMENDMENT ACKNOWLEDGEMENT.

SOLICITATION AMENDMENT ACKNOWLEDGEMENT

SOLICITATION: JOC Contract No. 2019011.01-.05 DORFP #7 – HISTORIC BOOSTER PUMP #4 INSTALLATION

AMENDMENT NUMBER 1
AMENDMENT ISSUE DATE: November 1, 2023

Offeror certifies that Offeror has read, understands, and will fully and faithfully comply with this DORFP, its attachments and any referenced documents. Offeror also certifies that this offer was independently developed without consultation with any of the other Offerors or potential Offerors.

Name of Company: Felix Construction

Authorized Signature: Kory Burden

Print Name and Title: Kory Burden, Senior Estimator

Date: November 30, 2023

Address: 2530 S. 52nd Ave

City, State, Zip Code: Phoenix, AZ 85043

Telephone Number: 480-464-0011 Type text here

Email Address: koryb@felixconstruction.com

SOLICITATION AMENDMENT
JOC Contract No. 2019011.01-.05
DORFP #7
CITY OF BUCKEYE

AMENDMENT NO. 2

NOTE: Attach to Original Delivery Order Request for Proposal. However, if the proposal has already been returned, complete this Amendment and return for attachment to your proposal no later than 3:00 PM, November 30, 2023.

City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Attn: Travis M. Stewart, Contracts Administrator
Finance Department
tstewart@buckeyeaz.gov

SOLICITATION: JOC Contract No. 2019011 DORFP No. 7 – Delivery Order Request for Proposal Historic Booster Pump #4 Installation
Last Day for Questions: **November 21, 2023, no later than 3:00 PM local time**
Proposal Due Date and Time: **November 30, 2023, no later than 3:00 PM local time**

NOTICE TO CONTRACTORS:
This Amendment forms a part of the Contract and clarifies, corrects, or modifies the Original Delivery Order Request for Proposal prepared by the City of Buckeye.

The balance of the specifications and instructions remain the same. Offeror must acknowledge receipt and acceptance of this Amendment by returning the attached Solicitation Amendment Acknowledgement Page with the bid.

Revisions to Original DORFP:

The attached Exhibit G – Water Booster Facility Plans is being incorporated into the original DORFP for reference.

PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS AMENDMENT BY SIGNING THE ATTACHED DORFP AMENDMENT ACKNOWLEDGEMENT.

SOLICITATION AMENDMENT ACKNOWLEDGEMENT

SOLICITATION: JOC Contract No. 2019011.01-.05 DORFP #7 – HISTORIC BOOSTER PUMP #4 INSTALLATION

AMENDMENT NUMBER 2
AMENDMENT ISSUE DATE: November 29, 2023

Offeror certifies that Offeror has read, understands, and will fully and faithfully comply with this DORFP, its attachments and any referenced documents. Offeror also certifies that this offer was independently developed without consultation with any of the other Offerors or potential Offerors.

Name of Company: Felix Construction

Authorized Signature: Kory Burden

Print Name and Title: Kory Burden, Senior Estimator

Date: November 30, 2023

Address: 2530 S. 52nd Ave

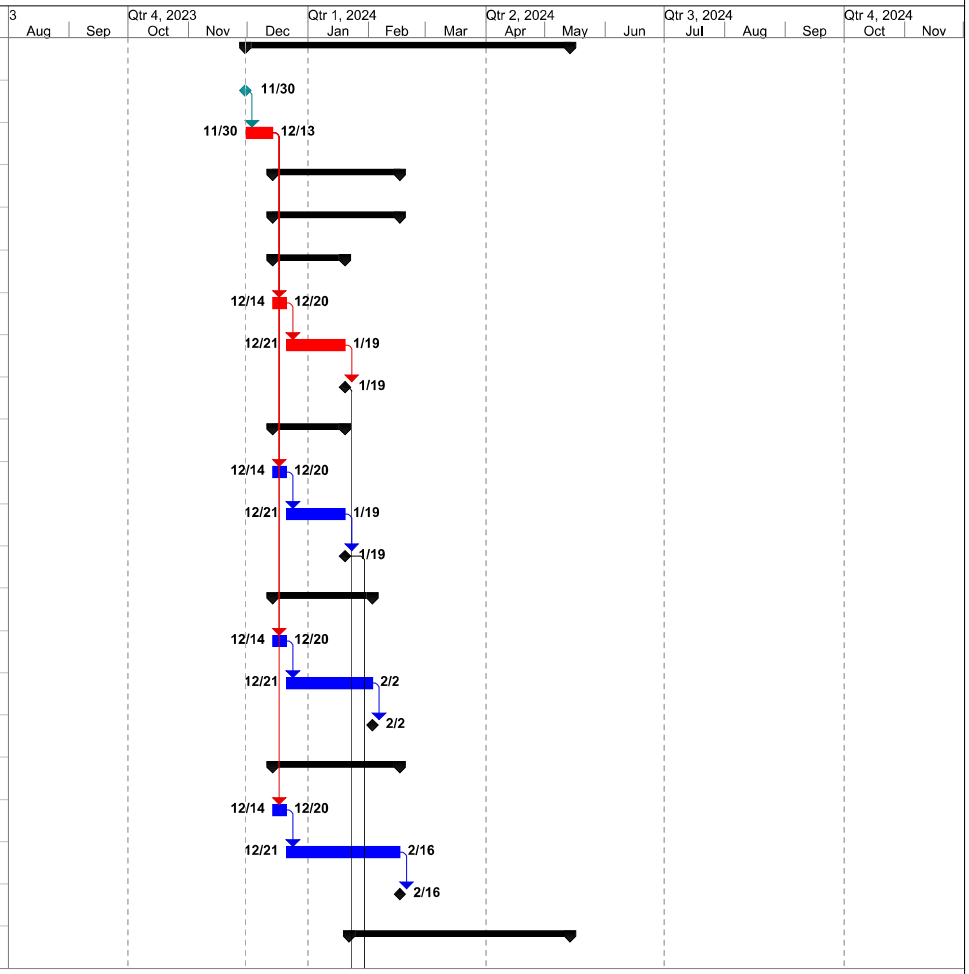
City, State, Zip Code: Phoenix, AZ 85043

Telephone Number: 480-464-0011

Email Address: koryb@felixconstruction.com

Historic Pump #4 Install - As Bid CPM Schedule

ID	Task Name	Duration	Start	Finish	Predecessors
1	**Project Duration**	**116 days**	**Thu 11/30/23**	**Mon 5/13/24**	
2	Bid Due Date	0 days	Thu 11/30/23	Thu 11/30/23	
3	Contract	10 days	Thu 11/30/23	Wed 12/13/23	2
4	**Submittals**	**45 days**	**Thu 12/14/23**	**Fri 2/16/24**	
5	**Procurement**	**45 days**	**Thu 12/14/23**	**Fri 2/16/24**	
6	**HDPE Temp Pipe**	**25 days**	**Thu 12/14/23**	**Fri 1/19/24**	
7	Issue PO to Vendor	5 days	Thu 12/14/23	Wed 12/20/23	3
8	Procure Material	20 days	Thu 12/21/23	Fri 1/19/24	7
9	Material Available for Installation	0 days	Fri 1/19/24	Fri 1/19/24	8
10	**Line Stop & Tapping Sleeve**	**25 days**	**Thu 12/14/23**	**Fri 1/19/24**	
11	Issue PO to Vendor	5 days	Thu 12/14/23	Wed 12/20/23	3
12	Procure Material	20 days	Thu 12/21/23	Fri 1/19/24	11
13	Material Available for Installation	0 days	Fri 1/19/24	Fri 1/19/24	12
14	**Pump Control Valve**	**35 days**	**Thu 12/14/23**	**Fri 2/2/24**	
15	Issue PO to Vendor	5 days	Thu 12/14/23	Wed 12/20/23	3
16	Procure Material	30 days	Thu 12/21/23	Fri 2/2/24	15
17	Material Available for Installation	0 days	Fri 2/2/24	Fri 2/2/24	16
18	**Pipe & Valves**	**45 days**	**Thu 12/14/23**	**Fri 2/16/24**	
19	Issue PO to Vendor	5 days	Thu 12/14/23	Wed 12/20/23	3
20	Procure Material	40 days	Thu 12/21/23	Fri 2/16/24	19
21	Material Available for Installation	0 days	Fri 2/16/24	Fri 2/16/24	20
22	**Construction Activities**	**81 days**	**Mon 1/22/24**	**Mon 5/13/24**	

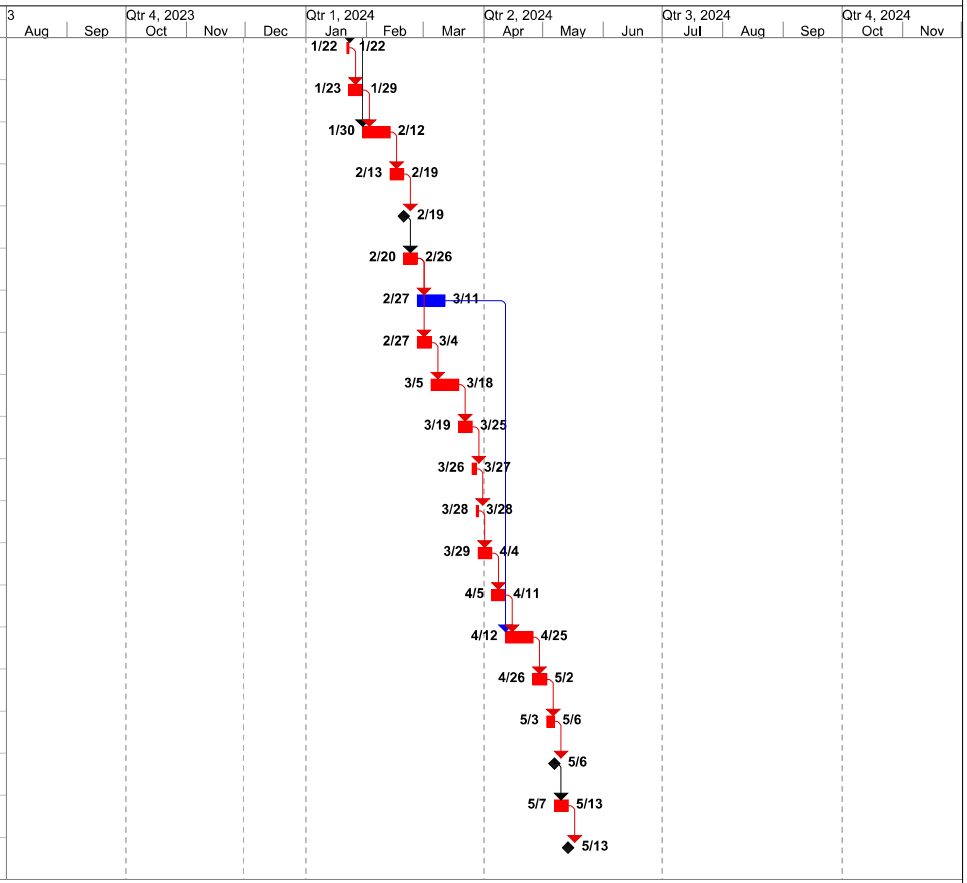


Project: Historic Pump #4 Install - Preli
Date: Thu 11/30/23

Task	Rolled Up Critical Task	Project Summary	Duration-only	External Tasks
Critical Task	Rolled Up Milestone	Group By Summary	Manual Summary Rollup	External Milestone
Milestone	Rolled Up Progress	Inactive Milestone	Manual Summary	Progress
Summary	Split	Inactive Summary	Start-only	Deadline
Rolled Up Task	External Tasks	Manual Task	Finish-only	

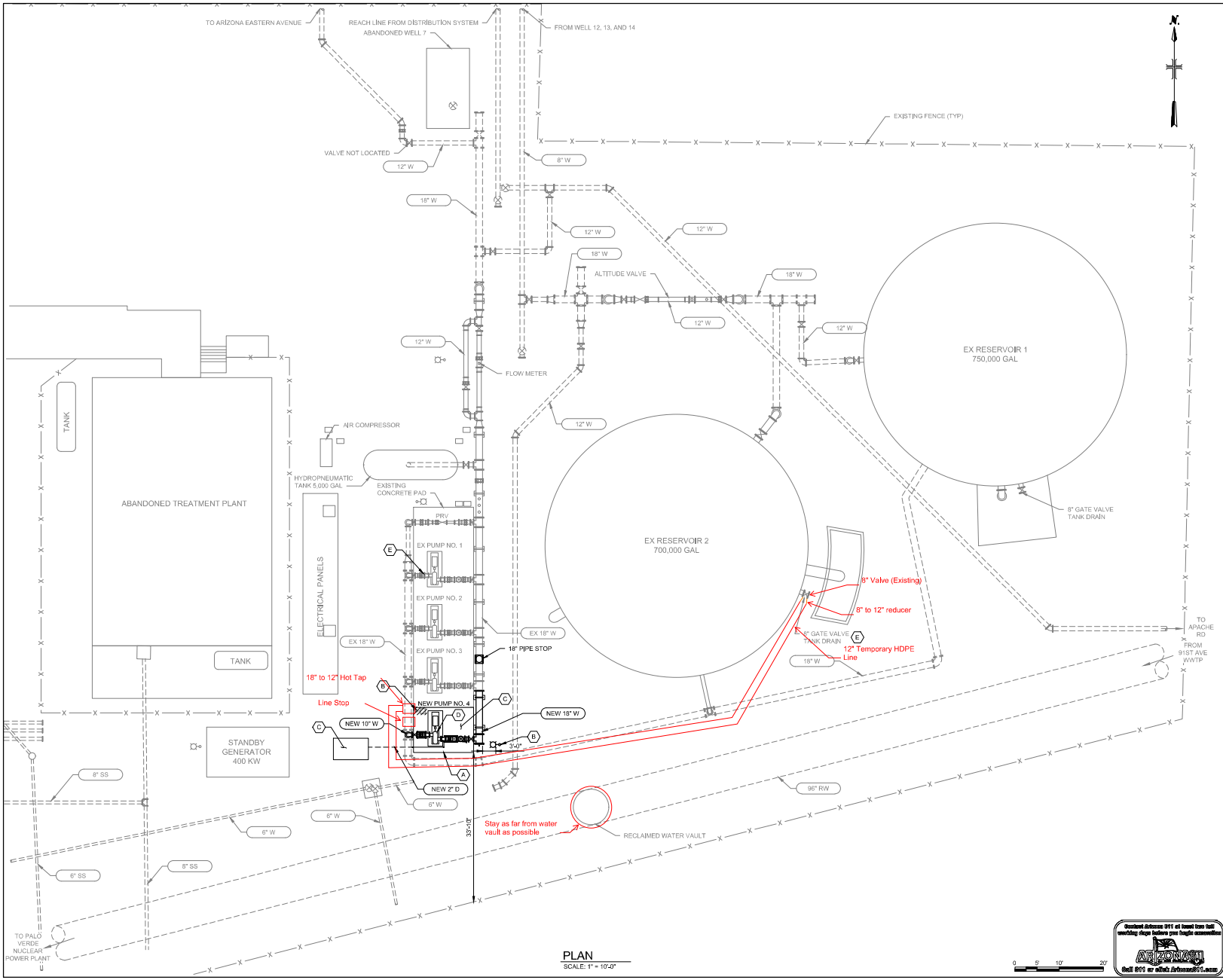
Historic Pump #4 Install - As Bid CPM Schedule

ID	Task Name	Duration	Start	Finish	Predecessors
23	Mobilization	1 day	Mon 1/22/24	Mon 1/22/24	9
24	Potholing	5 days	Tue 1/23/24	Mon 1/29/24	23
25	Install Suction & Discharge Line Stops & Tap	10 days	Tue 1/30/24	Mon 2/12/24	13,24
26	Install Temporary Piping	5 days	Tue 2/13/24	Mon 2/19/24	25
27	Temp Piping Online	0 days	Mon 2/19/24	Mon 2/19/24	26
28	Underground Electrical to New Pump	5 days	Tue 2/20/24	Mon 2/26/24	27
29	Install VFD & Conduit	10 days	Tue 2/27/24	Mon 3/11/24	28
30	Install New Underground Suction Piping	5 days	Tue 2/27/24	Mon 3/4/24	28
31	New Concrete Slab and Pump Pedestal	10 days	Tue 3/5/24	Mon 3/18/24	30
32	Concrete Cure	5 days	Tue 3/19/24	Mon 3/25/24	31
33	Set Pump #4 & Motor	2 days	Tue 3/26/24	Wed 3/27/24	32
34	Isolate Pump #3	1 day	Thu 3/28/24	Thu 3/28/24	33
35	Install Above Ground Piping	5 days	Fri 3/29/24	Thu 4/4/24	34
36	Install Above Ground Electrical at Pump	5 days	Fri 4/5/24	Thu 4/11/24	35
37	Pull Wire & Terminate	10 days	Fri 4/12/24	Thu 4/25/24	29,36
38	Programming	5 days	Fri 4/26/24	Thu 5/2/24	37
39	Start Up & Testing	2 days	Fri 5/3/24	Mon 5/6/24	38
40	Substantial Completion	0 days	Mon 5/6/24	Mon 5/6/24	39
41	Commissioning	5 days	Tue 5/7/24	Mon 5/13/24	40
42	Final Completion	0 days	Mon 5/13/24	Mon 5/13/24	41



Project: Historic Pump #4 Install - Preli
Date: Thu 11/30/23

Task	Rolled Up Critical Task	Project Summary	Duration-only	External Tasks			
Critical Task	Rolled Up Milestone	Group By Summary	Manual Summary Rollup	External Milestone			
Milestone	Rolled Up Progress	Inactive Milestone	Manual Summary	Progress			
Summary	Split	Inactive Summary	Start-only	Deadline			
Rolled Up Task	External Tasks	Manual Task	Finish-only				



PLAN
SCALE: 1" = 10'-0"

WATER CONSTRUCTION NOTES

- (A) CONCRETE PAD, SEE SHEET S-02
- (B) REMOVE AND RELOCATE EXISTING LIGHT POLE AND ASSOCIATED CONDUIT, SEE SHEET E-04 ELECTRICAL SITE PLAN
- (C) REMOVE AND RELOCATE EXISTING BELOW GRADE FRENCH DRAIN SYSTEM, SEE DETAIL D/M-03
- (D) PUMP NO. 4 PIPING, SEE SHEET M-01 PUMP STATION PLAN AND SECTIONS
- (E) BPS MUST REMAIN IN SERVICE DURING ALL PHASES OF CONSTRUCTION UNLESS OTHERWISE APPROVED BY THE OWNER. CONTRACTOR TO INSTALL TEMPORARY HDPE PIPING FROM EX RESERVOIR DRAIN DIRECTLY TO PUMP NO.1 SUCTION PIPING. CONTRACTOR TO COORDINATE WITH OWNER AND ENGINEER FOR MOPO DEVELOPMENT DURING CONSTRUCTION.

GENERAL SHEET NOTES

1. DETAILED EXISTING FEATURES, UTILITIES, AND DIMENSIONS SHOWN ARE DERIVED FROM WATER BOOSTER FACILITY UPGRADES FEBRUARY 2006 AS-BUILT. SURVEYING NOT PERFORMED.
2. CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL STRUCTURES, UTILITIES, IMPROVEMENTS, AND OTHER EXISTING FACILITIES. ALL EXISTING FEATURES SHALL BE PROTECTED IN PLACE.
3. IN ACCORDANCE WITH ARIZONA ADMINISTRATIVE CODE (A.A.C.) R18-4-213, ALL MATERIALS ADDED AFTER JANUARY 1ST, 1993 WHICH MAY COME INTO CONTACT WITH DRINKING WATER, SHALL CONFORM TO NATIONAL SANITATION FOUNDATION STANDARDS 60 AND 61.
4. ALL PIPES, FITTINGS, VALVES, FIRE HYDRANTS AND OTHER APPURTENANCES SHALL CONFORM TO CURRENT AWWA, ASTM, AND NSF STANDARDS. (EB 10, CHAP. 7, SECTION B)
5. ALL NEW PIPING SHALL BE DIP CLASS 350, UNLESS NOTED OTHERWISE.
6. ALL NEW DIP PIPING SHALL BE RESTRAINED.

REVISIONS:

1

2

3

SHEET NAME: CITY OF BUCKEYE
HISTORIC BOOSTER PUMP STATION IMPROVEMENTS
CIVIL
CIVIL SITE PLAN

ENGINEER INFORMATION: Brown AND Caldwell

COB PERMITTING APPROVED SEAL:

COB ENGINEERING APPROVED SEAL:

SUBMITTAL: FOR CONSTRUCTION

AS-BUILT SEAL:

DESIGN SEAL: Registered Professional Engineer (Civil) 40714 BRIAN A. HAMRICK Date Signed 06/02/2023 ARIZONA, U.S.A.

ORIGINAL PLAN DATE:

LATEST REVISION DATE: JUNE 2023

PROJECT NUMBER: 158630

SHEET: 6 OF 26

SHEET NUMBER: C-01

SCALE: 1" = 10'-0"

COB PLAN TRACKING #

COB PERMIT # ENGCIP-23-0006

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

User:LFORRISTER SpecAUS-NCSHOD File:C:\BCPW\D2733439\158630-C-001.DWG Scale:1:1 SavedDate:6/5/2023 Time:21:33 Plot Date: Lindsey Forrister; 7/19/2023; 08:29 ; LayoutLAYOUT1

EXHIBIT B
TO
DELIVERY ORDER #5

SCOPE OF WORK

Historic Booster #4 Installation Scope of Work

Materials supplied for the project that the City has procured:

1.) Booster pump and motor.
2.) VFD cabinet fully outfitted with air conditioner.

Scope of Work:

Contractor to furnish all labor, materials, equipment, and services to install booster pump and motor #4.

Location of the project is 423 E. Arizona Eastern Avenue City of Buckeye, Arizona. (Maricopa County).

The City will require that the booster station and reservoirs remain fully functional during this project. The line stop between booster #2 and #3 will be installed to isolate booster #3 from the distribution header while the blind flange is removed and a gate valve with blind flange is installed. This will require completion in less than 8 hours so that the booster station will return to full capacity for fire flow capabilities. This may require a night job. To be discussed.

Temporary piping to feed the three booster pumps will need to be installed to keep the station operational and for fire flow.

A French drain that is located south of the third booster pump will need to be relocated and moved during construction. Potholing and soft digging will be completed in various locations around the booster pumps and for identifying electrical and instrumentation conduits and junction boxes. Please quote for 80 hours.

There is conduit stub outs for the fourth booster on the booster pump slab, but where these conduits go will be identified once potholing is completed.

When completing the electrical work necessary for the completion of this project, the contractor will need to make sure that the City is involved with any concerns of needing to turn off APS power to the site. The City will help with coordinating possible generator usage for keeping the site operational while needing to complete the final tie-ins. Utility outages for the site must be kept to a minimum time-frame and utilizing coordination of completing several tasks while the outage is taking place if necessary.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/20/24	**AGENDA ITEM:** 4.K. WR - On-Call Consulting Contract with Carollo Engineers, Inc.
DATE PREPARED: 02/16/24	**DISTRICT NO.:**
STAFF LIAISON: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6102	
DEPARTMENT: Water Resources	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action Task Order No. 4 to the the On-Call Consulting Contract No. 2022003.08 between the City of Buckeye, an Arizona municipal corporation, and Carollo Engineers, Inc., a Delaware corporation, to provide Engineering Services for the Integrated Water Master Plan project; and authorize the City Manager to execute said Task Order on behalf of the City.

SUMMARY

PROJECT DESCRIPTION:

This City of Buckeye contracted with Carollo to assist with the development of the 2024 Integrated Water Master Plan (IWMP), which is an update of the 2017 IWMP. Phase 1 of the scope included analysis of the water resources portfolio and identified potential areas that would receive a designation of assured water supply.

This Task Order expands the services of Phase 1 to add activities required for the city to apply for a DAWS, either for a single service area or the entire city. Activities include, but are not limited to, the groundwater modeling, identification of physical availability of all water sources, identification of possible future water sources, and determination of the city's financial capability to meet DAWS requirements.

BENEFITS:
Becoming a designated water provider will provide the city greater control over the management of the city's water supply as well as ensuring a secured future for our water customers.

FUTURE ACTION:
None.

FINANCIAL IMPACT STATEMENT:
Funding for this project was approved in the Water Fund's FY24 Budget.

CURRENT FISCAL YEAR TOTAL COST:
$214,998

BUDGETED:
Yes

FISCAL YEAR:
FY24

FUND/DEPARTMENT:
40003228-520037

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
2022003.08 TO4 Carollo.pdf

ON-CALL CONSULTING TASK ORDER
FOR ENGINEERING AND ARCHITECTURAL SERVICES
BETWEEN
THE CITY OF BUCKEYE
AND
CAROLLO ENGINEERS, INC.

ON-CALL CONSULTING CONTRACT NO. 2022003.08
TASK ORDER # 4
INTEGRATED WATER MASTER PLAN

THIS TASK ORDER # 4 (this "Task Order") is entered into as of _____, between the City of Buckeye, an Arizona municipal corporation (the "City"), and Carollo Engineers, Inc., a Delaware corporation (the "Consultant"). This Task Order is subject to and governed by the terms and conditions of On-Call Consulting Contract No. 2022003.08 between the City and Consultant, dated March 1, 2022 (the "Contract").

ARTICLE 1
SCOPE OF SERVICES

Consultant shall provide Engineering Services for the Integrated Water Master Plan project, as more fully set forth in the Consultant's Proposal, which is attached hereto as **Exhibit A** and incorporated as if fully set forth herein (the "Work").

ARTICLE 2
SCHEDULE OF COMPLETION OF SERVICES

The Consultant shall commence work with the Issuance by the City of a Notice to Proceed, and complete the services and deliverables on or before June 30, 2024, unless this Task Order is earlier terminated pursuant to the terms and conditions of the Contract.

ARTICLE 3
FEE BREAKDOWN

Consultant shall be paid in accordance with the fee schedule set forth in the Contract. The total cost to complete the Work shall not exceed **Two Hundred Fourteen Thousand Nine Hundred Ninety-Eight Dollars and Zero Cents ($214,998.00),** as set forth in **Exhibit A**.

ARTICLE 4
ADDITIONAL TERMS

This Task Order is subject to the terms and requirements of the Contract and may be canceled pursuant to the provisions of A.R.S. § 38-511.

By executing this Task Order, the Consultant certifies its compliance with A.R.S. § 35-393.01.

To the extent applicable under A.R.S. § 35-394, the Consultant certifies that it does not, and will not for the duration of the Contract, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If there is any discrepancy between the terms and conditions of this Task Order, the Contract, and **Exhibit A** to this Task Order, the documents shall govern in that order.

ARTICLE 5
EXHIBITS

This Task Order includes and incorporates the following Exhibit:

Exhibit A – Consultant's Proposal

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Task Order as of the date first set forth above.

CITY:

THE CITY OF BUCKEYE,
an Arizona municipal corporation

Dan Cotterman, City Manager

CONSULTANT:

CAROLLO ENGINEERS, INC.,
a Delaware corporation

Mark Gross, Vice President

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAZQJCF7QWHMcQFZwqomMyDGuDb

EXHIBIT A

TO

TASK ORDER # 4

CONSULTANT'S PROPOSAL

Exhibit A
Professional Services Agreement

City of Buckeye, Arizona

2023 Integrated Water Master Plan
Phase 1A - DAWS Support
Scope of Services
City of Buckeye CIP # 107370

November 7, 2023

SCOPE OF SERVICES

BACKGROUND

The City of Buckeye's 2023 Integrated Water Master Plan (IWMP) will update the 2017 IWMP and expand the plan to include the entire City of Buckeye (City) planning area. The plan will include water resources, water, wastewater, and reclaimed water master plans. The IWMP will provide a roadmap for the City to continue to provide water utility services to its customers. The City selected Carollo Engineers, Inc., (CONSULTANT) to complete the IWMP with multiple task orders with scopes as follows:

- Phase 1:
  - Water policy
  - Flow projections
  - Water resources plan
- Phase 1A - Designation of Assured Water Supply (DAWS) Support:
  - Services to obtain a DAWS in Water Planning Area 1
- Phase 2:
  - Water infrastructure master plan
  - Wastewater infrastructure master plan
  - Reclaimed water infrastructure plan
- Phase 2A - Hydraulic Modeling:
  - Updates to water and wastewater hydraulic models
  - Water model calibration
  - Hydraulic model training and support services
  - Capacity evaluations for specific developments

This Phase 1A scope of services includes the activities needed to support the City in obtaining a DAWS for Northern Buckeye along the CAP canal, referred to as DAWS Planning Area 1. This scope includes the groundwater modeling work to be provided by Clear Creek Associates (CCA). The scope of services for CCA dated August 9, 2023 is attached to this scope of services and will be an allowance in this contract.

This scope of services to obtain a DAWS in DAWS Planning Area 1 builds upon but does not duplicate the water resources planning that was undertaken in the 2023 Integrated Water Master Plan Phase 1 (Phase 1 plan) scope of services.

TASKS

Task 1- DAWS for DAWS Planning Area 1

CONSULTANT will work with the City and Clear Creek Associates to prepare the DAWS application for DAWS Planning Area 1. DAWS Planning Area 1 will initially consist of the Sun City Festival Development. Information gathering and evaluations needed for the DAWS application will be completed. These evaluations include development of the current, committed, and projected demands, hydrogeologic modeling of groundwater to determine physical groundwater availability, financial capability, consistency with the active management area goals, water quality, and other requirements that demonstrate the City's ability to provide continuous, physical, and legal access to sufficient water resources to DAWS Planning Area 1.

1.1 DAWS Application Requirements

CONSULTANT will prepare a summary of the DAWS application requirements and associated data sets that are anticipated to be required by ADWR as part of the application submittal.

CONSULTANT will participate in an initial meeting with the City's Project team members and ADWR to discuss concepts and potential approaches to take in preparing the DAWS application.

CONSULTANT will complete Tasks 1.1.1 – 1.1.6 with inputs provided by the City as defined in each task to develop potential approaches to meet the DAWS application. In addition, the flow projections developed in the Integrated Water Master Plan Phase 1 will be used to prepare the DAWS application, with adjustments to predict water demand on an annual basis.

1.1.1 Physical Availability of Source Water

The CONSULTANT will review and document the City's physical availability of source water. The surface water allocation, groundwater availability, reclaimed water, and Long-Term Storage Credits (LTSCs) that have been stored by the City will be included in the evaluation.

Groundwater physical availability will be established by groundwater modeling using the groundwater model that is approved by ADWR (The groundwater model provided by ADWR for use in this study will need to include the Hassayampa groundwater basin).

1.1.2 Continuous Availability and Legal Availability of Source Water

CONSULTANT will review water resources information provided by the City for Sun City Festival that may include CAGRD certificates, potential water from the Harquahala Valley, reclaimed water, and agreements with the City for CAP water use. For each water supply, the water availability when considering physical limitations, legal constraints, and the effects of long-term drought will be quantified.

CONSULTANT will identify the amount and timing of water supplies from the Harquahala groundwater sub-basin that will be wheeled through the CAP canal to serve DAWS Planning Area 1. The estimated Harquahala water supply volumes needed for DAWS Planning Area 1 will be quantified in terms of the population that could be served (i.e., the number of new homes that could be supported by each incremental water supply acquisition.)

The CONSULTANT will evaluate the DAWS Planning Area 1 reclaimed water strategies and policies to identify opportunities to use reclaimed water to support the DAWS Planning Area 1 Assured Water Supply (AWS). Reclaimed water solutions may include annual storage and recovery, aquifer storage to obtain LTSCs, and non-potable reuse (i.e., irrigation).

CONSULTANT will review the water portfolio for DAWS Planning Area 1 including surface water, groundwater, and reclaimed water. Each source will be evaluated separately regarding average-year and dry-year yield, agreements, access, restrictions to use, and regulatory constraints.

1.1.3 Consistency with the Management Plan

CONSULTANT will review the statement prepared by the City regarding current water conservation practices, water rates, connection fees, drought management plan water restriction requirements, policies, and devices that are in place for meeting conservation requirements. CONSULTANT will collaborate with the City in identifying areas where additional water conservation practices may be required to meet regulatory requirements.

The review of water rates and wastewater connection fees completed as part of this task does not constitute a comprehensive water rate review and does not include recommendations for adjustments of rates or development impact fees.

1.1.4 Financial Capability

CONSULTANT will review the statement prepared by the City's Chief Financial Officer (CFO) to confirm that the City has the financial mechanisms in place to construct adequate delivery, storage, and treatment works in a timely manner. This financial statement prepared by the City would include active development agreements where the developer is committed to pay for infrastructure improvements.

1.1.5 Consistency with Management Goal

CONSULTANT will work with the City to strategize approaches to demonstrate consistency with the management goal of the Phoenix AMA.

1.1.6 Water Quality

CONSULTANT will review the City's statement and approach demonstrating compliance with Arizona Department of Environmental Quality (ADEQ) water quality requirements.

This task does not include groundwater modeling to predict water quality changes over time.

1.2 DAWS Pre-Application Follow Up Meeting

CONSULTANT will lead a DAWS Pre-Application Follow Up Meeting with the City's Project team members and ADWR. The purpose of this meeting will be to discuss specific approaches that have been previously identified by the Project team to move forward with the DAWS application to get confirmation from ADWR that the approaches are appropriate and to get feedback from ADWR on specific data requirements they will need to review the application.

1.3 Water Supply and Demand Analysis

CONSULTANT will collaboratively work with the City to determine how the City's well supplies and other water resources will be operated to meet the projected demands, which is critical to the groundwater model input.

CONSULTANT will identify risks associated with water supply uncertainties. CONSULTANT will identify the legal availability of each water supply included in the water supply and demand analysis. CONSULTANT will prepare a summary of the 100-year volume in acre-feet to meet the projected 100-year demands.

CONSULTANT will work with the City's staff to evaluate current and proposed water resource strategies and the potential impact on the DAWS.

1.4 Hydrogeology and Groundwater Modeling

CONSULTANT will coordinate with CCA to complete the hydrogeology analysis and groundwater modeling. CONSULTANT will coordinate and track data collection efforts between the City, CCA and ADWR and confirm the means, methods and approaches to be taken to complete this task to meet ADWR's requirements.

CONSULTANT will review groundwater modeling analysis/results and coordinate presentation of these results with the City and ADWR, as needed. CONSULTANT will provide quality review of the hydrogeologic report and incorporate this information into the DAWS application.

1.5 Additional DAWS Application Requirements

CONSULTANT will assemble the information needed to complete the DAWS application and, in the process, review the information developed for Tasks 2.1 through 2.6 and complete the DAWS application.

It is assumed that the City will submit the completed DAWS application and pay the application fee.

Additional support is expected as ADWR reviews the DAWS application to determine if it is administratively complete. ADWR may issue requests for information during the administrative completeness review and for the substantive review that follows. The level of support that may be required to respond to ADWR's requests for information is not quantifiable at this time so a separate task order will be needed for services to respond to supplemental requests for additional information during the application review overall time frame.

Task 2 – Project Administration

2.1 Project Coordination

CONSULTANT will perform general administrative duties associated with the project, including progress monitoring, scheduling, general correspondence, office administration and invoicing. This activity also includes maintaining required communication with the City to execute the work in accordance with the established work plan, budget, and schedule.

2.2 Project Progress Reports

CONSULTANT will prepare and submit monthly progress reports to the City with invoices. Progress reports should briefly summarize the progress of work tasks, key decisions which will require input from or discussion with the City staff, and a list of "help needed" or unresolved issues. CONSULTANT will maintain an "action item list" identifying known items to be resolved, date known as an issue, person responsible for solution, and date solution required.

2.3 Progress Meetings and Presentations

Meetings with the City will include an initial kick-off meeting, monthly progress meetings, specific task review meetings, and follow up meetings, if required. One meeting per month is assumed for the 6-month project duration. Agendas and meeting notes will be prepared for each meeting.

PROJECT ASSUMPTIONS

This Scope of Work is based on the following assumptions:

A. CONSULTANT will provide a data request list to the City with the information needed for the groundwater modeling and DAWS application. CONSULTANT will track the data requested and received as the project progresses. Requested data is in addition to the information already provided on previous projects.
B. City will provide reports or documents related to the City's water supply, water systems, and progress toward a Designation of Assured Water Supply.
C. City will provide relevant drawings, design reports, plant operating data, water quality summaries, studies, master plan documents, and currently planned improvements to CONSULTANT to assist water and wastewater facility evaluations.
D. Project Administration and project delivery are based on a 6-month schedule.
E. This scope of services includes the efforts needed to submit the DAWS application. Ongoing support to respond to ADWR questions on the application will be in a future task order.

Schedule

Assuming Notice to Proceed in November 2023, The DAWS application can be completed before April 30, 2024.

Payment

The fee for this DAWS scope of services is $214,988 as outlined below. The Carollo labor cost will be billed as a lump sum. Invoices will be submitted monthly based on the percentage of the work completed on a task-by-task basis. Subconsultant and mileage expenses will be billed at cost.

FEE ESTIMATE BY TASK

Task	**Fee ($)**
Task 1 - DAWS for DAWS Planning Area 1	70,230
Task 2 – Project Administration	19,150
Carollo Labor Cost	89,380
Sub-Subconsultant – Clear Creek Associates	124,818
Mileage	800
Total Project Cost	**214,998**

City of Buckeye
2023 Integrated Water Master Plan Phase 1A DAWS Support

Estimate of Effort and Cost
November 6, 2023

	Tasks	Carollo Labor Hours: Project Principal, Quality Management	Project Manager	Sr. Water Resource Engineer	Lead Project Professional	Planner / Modeling Engineer	Staff Engineer II	Technician, Staff Engineer	Clerical	Total Labor Hours and cost Per Task	Fee per Task
1	**Task 1 - DAWS for DAWS Planning Area 1**										
1.1	DAWS Application Requirements	3	4	30	106					143	$ 32,280
1.2	DAWS Pre-application Follow Up Meeting	3	3	10	8					24	$ 6,030
1.3	Water Supply and Demand Analysis	1	4	20	20					45	$ 10,960
1.4	Hydrogeology and Groundwater Modeling		2	20	20					42	$ 10,140
1.5	Additional DAWS Application Requirements		2	16	24				8	50	$ 10,820
	Sub-Total DAWS for DAWS Planning Area 1	**7**	**15**	**96**	**178**	**0**	**0**	**0**	**8**	**304**	**$ 304**
	Sub-Total Carollo Labor Cost, Task 1	**$1,960**	**$4,050**	**$25,920**	**$37,380**	**$0**	**$0**	**$0**	**$920**	**$70,230**	**$ 70,230**
2.0	**Task 2 - Project Administration**										
2.1	Project Coordination	4	24							28	$ 7,600
2.2	Project Progress Reports		6							6	$ 1,620
2.3	Progress Meetings and Presentations	6	6	12	12			6		42	$ 9,930
	Sub-Total Project Administration	**10**	**36**	**12**	**12**	**0**	**0**	**6**	**0**	**76**	**$ 76**
	Sub-Total Carollo Labor Cost, Task 2	**$2,800**	**$9,720**	**$3,240**	**$2,520**	**$0**	**$0**	**$870**	**$0**	**$19,150**	**$ 19,150**
	TOTAL ESTIMATED CAROLLO LABOR HOURS	**17**	**51**	**108**	**190**	**0**	**0**	**6**	**8**	**380**	**380**
	Portion of Manhour Cost per Classification	**0.05**	**0.15**	**0.33**	**0.45**	**0.00**	**0.00**	**0.01**	**0.01**		
	Rate per Classification	$280	$270	$270	$210	$160	$160	$145	$115		
	Total Carollo Labor Cost per Classification	**$4,760**	**$13,770**	**$29,160**	**$39,900**	**$0**	**$0**	**$870**	**$920**		

Total Lump Sum Labor Cost **$89,380**

Allowances:	Cost
Subconsultant - Clear Creek Associates	$ 124,818
Mileage	$ 800
Sub-Total	**$ 125,618**

TOTAL LUMP SUM PROJECT COST **$214,998**

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/20/24	**AGENDA ITEM:** 4.L. WR - CCPA Change Order No. 1 with Cummins, Inc.
DATE PREPARED: 02/16/24	**DISTRICT NO.:**
STAFF LIAISON: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6102	
DEPARTMENT: Water Resources	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Change Order No. 1 to the Cooperative Contract Purchase Addendum (CCPA) No. 2024057 between the City of Buckeye, an Arizona municipal corporation, and Cummins, Inc., dba Cummins Sales and Service, an Indiana corporation, for Generator Maintenance; and authorize the City Manager to execute and deliver said Change Order on behalf of the City.

SUMMARY

PROJECT DESCRIPTION:
The Water Resources Department is requesting approval of Change Order No. 1 to CCPA No. 2024057 with Cummins, Inc.. With the exception of increasing the NTE amount from $150,000 to $350,000, all original terms and conditions of CCPA No. 2024057 remain the same. Both the Water and Wastewater utilities have had unexpected and emergency repairs totaling $75,000 in FY24 alone, at the Tartesso Water Campus and the Festival Water Reclamation Facility. Additionally, rising inflation continues to increase the department's overall costs for mandatory maintenance and repairs. The department requests approval of this increase to ensure coverage of scheduled maintenance and repairs as well as additional emergency repairs that may be required this year.

BENEFITS:
Availability of funds and supplies required for the operation of the city's water system.

FUTURE ACTION:
None.

CURRENT FISCAL YEAR TOTAL COST:
$350,000

BUDGETED:
Yes

FISCAL YEAR:
FY24

FUND/DEPARTMENT:
40003229-542020; 40013229-542030; 40013229-520515

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Cummins 2024057 CO1.pdf

COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)
BETWEEN
THE CITY OF BUCKEYE
AND
CUMMINS, INC. DBA CUMMINS SALES AND SERVICE
Contract No. 2024057

CHANGE ORDER # 1

THIS CHANGE ORDER # 1 (this "Change Order") is entered into as of _____ between the City of Buckeye, an Arizona municipal corporation (the "City") and Cummins, Inc. dba Cummins Sales and Service, an Indiana corporation (the "Contractor"). This Change Order modifies certain sections of Contract No. 2024057 (the "Contract"), with those sections not expressly modified remaining in full effect pursuant to their terms.

Contract Changes:

1. Contract Price, is amended by increasing the not-to-exceed amount from $150,000.00 to $350,000.00.

Except as amended herein, all provisions of the Contract remain in full force and effect. In the event of any conflict or discrepancy between the terms of this Change Order, the Contract, and any other contract documents, the documents shall govern in that order. This Change Order may be canceled pursuant to the provisions of A.R.S. § 38-511. To the extent applicable under A.R.S. § 35-394, Cummins, Inc. dba Cummins Sales and Service certifies that it does not, and will not for the duration of the Contract, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

The original Contract Price was not-to-exceed (NTE) $150,000.00.
The amended Contract Price at the time of this Change Order was NTE $150,000.00.
The amended Contract Price after this Change Order is NTE $350,000.00.

IN WITNESS WHEREOF, the parties hereto have executed this Change Order as of the date first set forth above.

CITY:

THE CITY OF BUCKEYE,
an Arizona municipal corporation

_____
Dan Cotterman, City Manager

CONTRACTOR:

CUMMINS, INC. DBA CUMMINS SALES AND SERVICES,
an Indiana corporation

By: Travis Neely

Its: PEM Sales Manager

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

Exhibit A

COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)
BETWEEN THE CITY OF BUCKEYE
AND
CUMMINS, INC. DBA CUMMINS SALES AND SERVICE

GENERATOR MAINTENANCE

CONTRACT NO. 2024057

THIS COOPERATIVE CONTRACT PURCHASE ADDENDUM (this "Addendum") is entered into as of November 2, 2023, between the City of Buckeye, an Arizona municipal corporation (the "City"), and Cummins, Inc. DBA Cummins Sales and Service, an Indiana corporation (the "Contractor").

WHEREAS, after a competitive procurement process, which is documented in the Award attached hereto as part of Exhibit A, "the City of Glendale" and Contractor entered into Contract No. C19-0613-6, dated June 25, 2019 (such contract and subsequent amendments thereto herein referred to as the "City of Glendale Contract"), which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS the City is permitted by Section 24-3-16 of the City Procurement Code to make purchases via cooperative purchasing pursuant to a cooperative purchasing contract; and

WHEREAS, the Contractor has made a proposal to the City, in the form of the City of Glendale Contract No. C19-0613-6, attached here to as Exhibit A and incorporated herein by reference (the "Proposal"); and

WHEREAS, the City desires to accept the Proposal and enter into contract with the Contractor under the terms and conditions of the City of Glendale Contract, by issuing this Addendum to said contract.

THEREFORE, the City now enters into this Addendum with the Contractor for the goods and services set forth in the Proposal. This Addendum incorporates the terms and conditions of the City of Glendale Contract, except to the extent superseded herein. All references in the City of Glendale Contract to City of Glendale shall be read to refer to the City of Buckeye. This Addendum shall be effective as of the date set forth below for approval and remain in effect for the remainder of the City of Glendale's Contract term unless such term is modified or extended pursuant to the terms of the City of Glendale Contract. Payments to the Contractor shall be calculated in accordance with the Proposal, which is attached hereto as part of Exhibit A, in a total amount not to exceed $150,000.00.

FURTHER, this Addendum is subject to cancellation pursuant to ARS §38-511.

FURTHER, to the extent applicable, 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 A.R.S. § 23-214(A). The Contractor's or

its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Addendum and may result in the termination of this Addendum by the City. The City retains the right to inspect the papers of the Contractor's or its subcontractors' employees who perform any work or services pursuant to this Addendum to ensure compliance with these warranties.

FURTHER, to the extent applicable, the Contractor warrants that it is not participating and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.

FURTHER, to the extent applicable under A.R.S. § 35-394, the Contractor certifies that it does not, and will not for the duration of this Addendum, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

FURTHER, all modifications, including but not limited to service additions and deletions, will be made in writing and with the written agreement of both parties.

FURTHER, in the event of any inconsistency between this Addendum, the City of Glendale Contract, and Exhibit A, the documents shall govern in that order.

THEREFORE, the Parties have executed this Addendum as of the date first set forth above.

CITY	**CONTRACTOR**
THE CITY OF BUCKEYE, an Arizona Municipal corporation	Cummins, Inc. dba Cummins Sales and Services, an Indiana corporation
Dan Cotterman, City Manager	Corey Bryant, PEM Sales Director

Adobe Acrobat Sign Transaction Number CBJCHBCAABAA6fpdTul7C0hHzyl1G1r2EMp0H89uoQox

EXHIBIT A
TO
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2024057

City of Glendale Contract

See following pages.

C19-0613-6

Glendale ARIZONA

CONTRACT EXTENSION LETTER

June 30, 2023

Cummins, Inc.
ATTN TO: Anthony Montano
SENT VIA EMAIL: Anthony.montano@cummins.com
651 N 101st Ave
Avondale, AZ 85323

Subject: Contract Extension 4 of 4 for Contract No. C19-0613 319001668
Contract Title: Generator Maintenance RFP 19-20

Dear Mr. Neely,

Contract No. 319001668 will expire on June 24, 2023. By signing this letter, Cummins, Inc. hereby acknowledges this contract extension and its intent to follow all terms of the original contract. This is for an extension only. The extension term is June 25, 2023 (Effective Date) through June 24, 2024.

Consistent with the language contained in Section 15 of the Agreement (Term), price adjustments were reviewed during the renewal process. The City agrees to the price increase requested by the Contractor shown below and the new prices are incorporated into the Agreement. Nothing in this renewal waives or otherwise effects the City's right to approve or deny any subsequent price change requested by the Contractor.

Please send a signed copy of the updated insurance certificate for the extension term to the address or email below before the new extension starts.

City of Glendale Procurement
C/O Shoalynn Gilliland
5850 W. Glendale Ave.
Glendale, AZ 85301
SGilliland@glendaleaz.com

Cummins, Inc.

Vendor Signature Above
Travis Neely

E-SIGNED by Ron Serio
on 2023-07-26 15:06:18 MST

City Department Director Approval

PROCUREMENT REVIEW: ____ **(initials)**

E-SIGNED by Julie K. Bower
on 2023-07-26 15:07:28 MST

Julie K. Bower, City Clerk
City of Glendale

5850 W. Glendale Ave. 623.930.2000
Glendale, AZ 85301

rev. 11/30/2022

Generator	address	Facility Name	Regular Maintenance cost per unit per event (March, June and December)(NEWPRICING with 5% increase)	Estimated Annual Maintenanca cost per unit (NEW PRICING with 5% increase)	OLD PRICING REGULAR MAINTENANCE COST PER UNIT PER EVENT (MARCH, JUNE, AND DECEMBER)	OLD PRICING ESTIMATED ANNUAL MAINTENANCE COST PER UNIT	JUNE ANNUAL MAINTENANCE COST PER UNIT (NEW PRICING with 5% increase) includes annual oil testing (annually) and fuel testing (twice per year-once paid by the Contractor and once paid by City of Glendale at a cost of $350 per unit)	OLD PRICING JUNE ANNUAL MAINTENANCE COST PER UNIT	
300KW ONAN	4805 W CHOLLA	CHOLLA ADMIN	$ 472.00	$ 1,416.00	$ 448.00	$ 1,344.00	$ 1,535.00	$ 1,127.00	
75KW ONAN	4805 W CHOLLA	CHOLLA CHLORINE SCUBBER	$ 447.00	$ 1,341.00	$ 424.00	$ 1,272.00	$ 1,108.00	$ 756.00	
1250KW DETROIT DIESEL (2 UNITS)	8180 W UNION HILLS	ARROWHEAD RANCH WATER RECLAMATION FACILITY	$ 1,087.00	$ 3,261.00	$ 1,034.00	$ 3,102.00	$ 2,335.00	$ 1,889.00	
300KW CUMMINS	17500 N 83RD AVE	83RD AVE LIFT STATION	$ 472.00	$ 1,416.00	$ 448.00	$ 1,344.00	$ 1,535.00	$ 1,127.00	
350KW GENERAC	19600 N 79TH AVE	OASIS RECHARGE SITE	$ 496.00	$ 1,488.00	$ 471.00	$ 1,413.00	$ 1,535.00	$ 1,127.00	
1250KW DETROIT DIESEL	28101 N 63RD AVE	PYRAMID PEAK	$ 496.00	$ 1,488.00	$ 471.00	$ 1,413.00	$ 2,335.00	$ 1,889.00	
1750KW CUMMINS (2 UNITS)	7070 W NORHTERN AVE	OASIS WATER TREATMENT PLANT	$ 1,087.00	$ 3,261.00	$ 1,034.00	$ 3,102.00	$ 3,149.00	$ 2,586.00	
80KW CUMMINS	9431 W NORTHERN AVE	DESERT DIAMOND LS	$ 447.00	$ 1,341.00	$ 424.00	$ 1,272.00	$	$ 720.00	
1500KW CAT (2 UNITS)	5901 N GLEN HARBOR BLVD	WEST AREA WATER RECLAMATION FACILTY	$ 1,087.00	$ 3,261.00	$ 1,034.00	$ 3,102.00	$ 2,735.00	$ 2,270.00	
1000KW CAT	9802 W CAMELBACK RD	RAW SEWAGE PUMP STATION	$ 545.00	$ 1,635.00	$ 517.00	$ 1,551.00	$ 2,335.00	$ 1,889.00	
500KW CAT	6893 N GLEN HARBOR BLVD	AIRPORT LIFT STATION	$ 496.00	$ 1,488.00	$ 471.00	$ 1,413.00	$ 1,535.00	$ 1,127.00	
125KW ONAN	111719 W GLENDALE AVE	AQUIFER RECHARGE FACILITY	$ 447.00	$ 1,341.00	$ 424.00	$ 1,272.00	$ 1,161.00	$ 771.00	
225KW CUMMINS	14904 N 67TH AVE	67TH AND AC/DC LIFT STATION	$ 472.00	$ 1,416.00	$ 448.00	$ 1,344.00	$ 1,361.00	$ 961.00	
40KW CAT	12995 N 55TH AVE	55TH AND DAHLIA LIFT STATION	$ 447.00	$ 1,341.00	$ 424.00	$ 1,272.00	$ 1,092.00	$ 705.00	
100KW ONAN	5175 W ARROWHEAD LAKES DR	ARROWHEAD MANOR BOOSTER	$ 447.00	$ 1,341.00	$ 424.00	$ 1,272.00	$ 1,108.00	$ 720.00	
350KW ONAN	6790 W DEER VALLEY RD	HILLCREST RANCH BOOSTER	$ 496.00	$ 1,488.00	$ 471.00	$ 1,413.00	$ 1,535.00	$ 1,127.00	
1100KW CAT	7970 W BETHANY HOME RD	ZONE FOUR RESERVOIR	$ 545.00	$ 1,635.00	$ 517.00	$ 1,551.00	$ 2,335.00	$ 1,889.00	
750KW ONAN	4805 W CHOLLA ST	ZONE ONE BOOSTER	$ 496.00	$ 1,488.00	$ 471.00	$ 1,413.00	$ 1,865.00	$ 1,441.00	
50KW	5503 N 91ST AVE	STONEHAVEN LS	$ 447.00	$ 1,341.00	$ 424.00	$ 1,272.00	$ 1,548.00	$ 1,124.00	
2500KW CUMMINS	4805 W CHOLLA ST	ZONE ONE BOOSTER - NEW	$ 487.00	$ 1,461.00	$ 464.00	$ 1,392.00	$ 7,860.00	$ 7,151.00	
ADD INTO AGREEMENT FY2023									
350KW KOHLER	28101 N 63RD AVE	PYRAMID PEAK (FIRE PUMP)	$ 496.00	$ 1,488.00	$ 471.00	$ 1,413.00	$ 1,535.00	$ 1,127.00	
300KW CAT	7211 N EL MIRAGE RD	LUKE AFB LIFTSTATION	$ 496.00	$ 1,488.00	NONE	NONE	$ 1,535.00	NONE	NEW UNIT
REGULAR HOURS EMERGENCY REPAIRS COST PER UNIT PER HOUR (ALL UNITS)	AFTER HOURS EMERGENCY REPAIRS COST PER UNIT PER HOUR (ALL UNITS)	SUNDAY AND HOLIDAYS EMERGENCY REPAIRS COST PER UNIT PER HOUR (ALL UNITS)	REGULAR HOURS EMERGENCY REPAIRS COST PER PER HOUR (OLD PRICING)	AFTER HOURS EMERGENCY REPAIRS COST PER UNIT PER HOUR (OLD PRICING)	SUNDAYS AND HOLIDAYS EMERGENCY REPAIRS COST PER UNIT PER HOUR (OLD PRICING)				
$ 194.00	$ 291.00	$ 388.00	$ 90.00	$ 135.00	$ 135.00				
275KW ONAN	5850 W GLENDALE AVE	GLENDALE CITY HALL	$ 448.00	$ 1,344.00	$ 434.50	$ 1,303.50	$ 1,127.00	$ 1,096.00	Remove
150KW GENERAC	6210 W MYRTLE AVE	OPS COMPLEX	$ 424.00	$ 1,272.00	$ 412.00	$ 1,236.00	$ 771.00	$ 749.00	Remove
125KW CUMMINS	5959 W BROWN ST	GLENDALE MAIN CITY LIBRARY	$ 424.00	$ 1,272.00	$ 412.00	$ 1,236.00	$ 771.00	$ 749.00	Remove
250KW KOHLER	6835 N 57TH DR	MAIN POLICE STATION	$ 448.00	$ 1,344.00	$ 434.50	$ 1,303.50	$ 961.00	$ 933.50	Remove
1000KW CUMMINS (2 UNITS)	11550 W GLENDALE AVE	GLENDALE REGIONAL TRAINING CENTER	$ 1,034.00	$ 3,102.00	$ 1,004.00	$ 3,012.00	$ 1,889.00	$ 1,834.00	Remove
50KW KOHLER	6801 N GLEN HARBOR	GLENDALE AIRPORT	$ 849.00	$ 2,547.00	$ 824.00	$ 2,472.00	$ 720.00	$ 699.30	Remove
15KW GENERAC	4439 W PEORIA	FIRE STATION 154	$ 424.00	$ 1,272.00	$ 412.00	$ 1,236.00	$ 651.00	$ 632.50	Remove
50KW KATOLIGHT	14061 N 59TH AVE	FIRE STATION 153	$ 424.00	$ 1,272.00	$ 412.00	$ 1,236.00	$ 720.00	$ 699.30	Remove
80KW CUMMINS	17159 N 63RD AVE	FIRE STATION 159	$ 424.00	$ 1,272.00	$ 412.00	$ 1,236.00	$ 720.00	$ 699.30	Remove
100KW GENERAC	6255 W UNION HILLS DR	FIRE STATION 155	$ 424.00	$ 1,272.00	$ 412.00	$ 1,236.00	$ 720.00	$ 699.30	Remove
40KW KATOLIGHT	6801 W DEER VALLEY RD	FIRE STATION 156	$ 424.00	$ 1,272.00	$ 412.00	$ 1,236.00	$ 705.00	$ 684.50	Remove
80KW GENERAC	9658 N 59TH AVE	FIRE STATION 157	$ 424.00	$ 1,272.00	$ 412.00	$ 1,236.00	$ 720.00	$ 699.30	Remove
250KW GENERAC	6851 N 92ND AVE	FIRE STATION 151	$ 448.00	$ 1,344.00	$ 434.50	$ 1,303.50	$ 961.00	$ 933.50	Remove
230KW CUMMINS	6261 N 83RD AVE	FIRE STATION 158	$ 448.00	$ 1,344.00	$ 434.50	$ 1,303.50	$ 961.00	$ 933.50	Remove
50KW KATOLIGHT	6850 W BETHANY HOME RD	FIRE STATION 152	$ 424.00	$ 1,272.00	$ 412.00	$ 1,236.00	$ 720.00	$ 699.30	Remove
30KW KATOLIGHT	7505 N 55TH AVE	FIRE SUPPORT	$ 424.00	$ 1,272.00	$ 412.00	$ 1,236.00	$ 705.00	$ 684.50	Remove
80KW MULTIQUIP(2UNITS)	7505 N 55TH AVE	FIRE SUPPORT	$ 424.00	$ 1,272.00	$ 412.00	$ 1,236.00	$ 720.00	$ 699.30	Remove
43KW HIPOWER	7505 N 55TH AVE	FIRE SUPPORT	$ 424.00	$ 1,272.00	$ 412.00	$ 1,236.00	$ 705.00	$ 684.50	Remove
60KW GENERAC	11480 W GLENDALE AVE	LANDFILL	$ 424.00	$ 1,272.00	$ 412.00	$ 1,236.00	$ 720.00	$ 699.30	Remove

Glendale
ARIZONA

CONTRACT EXTENSION LETTER

April 14, 2021

Cummins, Inc.
ATTN TO: Anthony Montano
SENT VIA EMAIL: anthony.lMontano@cummins.com
651 N 101st Avenue
Avondale, AZ 85323

Subject: Contract Extension 3 of 4 for Contract No. C19-0613/ 319001668
Contract Title: Generator Maintenance RFP#19-20

Dear Mr. Montano,

Contract No. C19-0613 will be expiring on June 24, 2022. By signing this letter, Cummins, Inc. hereby acknowledges this contract extension and its intent to follow all terms of the original contract. This is for an extension only. The extension term is June 25, 2022 (Effective Date) through June 24, 2023.

Please send a signed copy of the updated insurance certificate for the extension term to the address or email below before the new extension starts.

Procurement Division
C/O Paul Evans
5850 W. Glendale Ave.
Glendale, AZ 85301
PEvans@glendaleaz.com

Travis Neely

Cummins, Inc.

Levi D. Gibson, CPA, M.Acc.
Materials Manager
City of Glendale

E-SIGNED by Julie K. Bower
on 2022-05-31 15:34:27 MST

Julie K. Bower
City Clerk
City of Glendale

Department Director Approval

Contract Analyst Approval

Glendale
ARIZONA

C19-0613-1

CONTRACT EXTENSION LETTER

March 24, 2020

Cummins, Inc.
c/o Doug Varner
651 N 101st Avenue
Avondale, AZ 85323

Re: Contract Extension No. 1 for Contract No. C19-0613 / 319001668, RFP 19-20
Generator Maintenance

Dear Mr. Varner,

Contract No. C19-0613 will be expiring on June 24, 2020. By signing this letter, Cummins, Inc. hereby acknowledges this contract extension and its intent to follow all terms of the original contract. This is for an extension only. The extension term is June 25, 2020 through June 24, 2021.

City of Glendale
c/o Anthony Weathersby
5850 W Glendale Avenue, Suite 317
Glendale, AZ 85301
Aweathersby@glendaleaz.com

Doug Varner
Cummins, Inc.

Lisette Camacho
Materials Manager
City of Glendale

ATTEST:

Julie Bowers, City Clerk

Department Director Approval

Contract Analyst Approval

AMENDMENT NO. 3
GENERATOR MAINTENANCE
(Solicitation No. RFP 19-20, Contract No. C19-0613)

This Amendment No. 3 ("Amendment") to the Generator Maintenance ("Agreement") is made this **2nd day of August, 2022, (**"Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Cummins Inc., an Indiana corporation authorized to do business in Arizona ("Contractor").

RECITALS

A. City and Cummins Inc. ("Contractor") previously entered into Generator Maintenance, Contract No. C19-0613, dated June 25, 2019 ("Agreement"); and

B. The Agreement had a initial one-year term beginning June 25, 2019 through June 24, 2020 and provided the option to extend for an additional four (4) years in one-year increments; and

C. City and Contractor previously entered into Contract Extension No. 1 extending the term of the Agreement from June 25, 2020 to June 24, 2021; and

D. City and Contractor previously entered into Agreement Amendment No. 1, extending the term of the Agreement from June 25, 2021 to June 24, 2022, and the Scope of Work, to replace items; and

E. City and Contractor previously entered into Agreement Amendment No. 2 extending the term of the Agreement from June 25, 2022 to June 24, 2023, and the Scope of Work, to add additional generators; and

F. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.

2. **Term.** The term of the Agreement is unchanged.

3. **Scope of Work.** The Scope of Work is amended to add replacement batteries as outlined in Exhibit A to this Amendment 3.

4. **Compensation.** Total compensation due under this Agreement remains unchanged.

5. **Insurance Certificate**. Current certificate will expire on December 1, 2023 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.

6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

7. **No Boycott of Israel**. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in and agree for the duration of the Agreement not engage in a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

8. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

9. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona municipal corporation

E-SIGNED by Jamsheed Mehta on 2023-03-02 11:14:52 MST

Kevin R. Phelps, City Manager

ATTEST:

E-SIGNED by Julie K. Bower on 2023-03-02 11:20:33 MST

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

E-SIGNED by Michael D. Bailey on 2023-03-01 16:41:39 MST

Michael D. Bailey, City Attorney

Cummins Inc.
an Indiana corporation

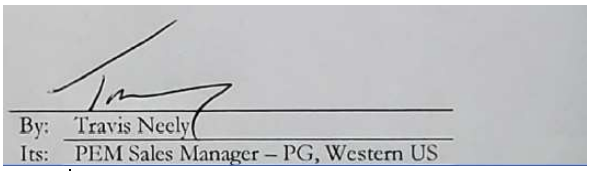


Exhibit A

PRICING FOR REPLACEMENT BATTERIES

Battery Replacement Cost				
Generator	**Address**	**Facility Name**	**Battery Change cost per unit (Two Years) OLD Pricing**	**Battery Change cost per unit (Two Years) New Pricing**
1500KW Caterpillar (two units)	5901 N Glen Harbor Boulevard	west area water reclamation Facility	$N/A-NiCad	$N/A-NiCad
1000KW Caterpillar	9802 West Camelback Road	Raw Sewage Pump Station	$635.00	$1,111.00
500KW Caterpillar	6893 N Glen Harbor Boulevard	Airport Lift Station	$635.00	$994.00
125KW Onan	111719 W Glendale Avenue	Aquifer Recharge Facility	$635.00	$653.00
225KW Cummins	14904 N 67th Avenue	67th and AC/DC Lift station	$635.00	$347.00
40KW Kohler	12995 N 55th Avenue	55th and Dahlia Lift Station	$635.00	$347.00
100KW Onan	5175 West Arrowhead Lakes Drive	Arrowhead Manor Booster Station	$635.00	$347.00
350KW Onan	6970 West Deer Valley Road	Hillcrest Ranch Booster Station	$635.00	$995.00
1100KW Caterpillar	7970 West Bethany Home Road	Zone Four Reservoir	$635.00	$2,773.00
750KW Onan	4805 West Cholla Street	Zone One Booster Station	$635.00	$1,111.00
300KW Onan	4805 West Cholla Street	Cholla Admin	$635.00	$1,321.00
75KW Onan	4805 West Cholla Street	Cholla Chlorine Scrubber	$635.00	$654.00
1250KW Detroit Diesel (Two Units)	8180 West Union Hills	Arrowhead Ranch Water Reclamation Facility	$635.00	$2,067.00
300KW Cummins	17500 North 83rd Avenue	83rd Avenue Lift Station	$635.00	$1,001.00
350KW Generac	19600 North79th Avenue	Oasis Recharge Site	$635.00	$994.00

1750KW Cummins (Two Units)	7070 West Northern Avenue	Oasis Water Treatment Plant	$635.00	$2,773.00
275KW Onan	5850 West Glendale Avenue	Glendale City Hall	$635.00	$1,001.00
150KW Generac	6210 West Myrtle	OPS Complex	$635.00	$653.00
125KW Cummins	5959 West Brown Street	Glendale Main City Library	$635.00	$653.00
250KW Kohler	6835 North 57th Drive	Main Police Station	$635.00	$994.00
1000KW Cummins Diesel (Two Units)	11550 West Glendale Avenue	Glendale Regional Training Center	$635.00	$1,111.00
50KW Kohler (Two Units)	6801 North Glen Harbor	Glendale Airport	$635.00	$400.00
80KW CUMMINS	17159 N 63RD AVE	FIRE STATION 159	$635.00	$545.00
100KW GENERAC	6255 W UNION HILLS DR	FIRE STATION 155	$635.00	$653.00
40KW KATOLIGHT	6801 W DEER VALLEY RD	FIRE STATION 156	$635.00	$347.00
80KW GENERAC	9658 N 59TH AVE	FIRE STATION 157	$635.00	$545.00
250KW GENERAC	6851 N 52ND AVE	FIRE STATION 151	$635.00	$994.00
230KW CUMMINS	6261 N 83RD AVE	FIRE STATION 158	$635.00	$994.00
50KW KATOLIGHT	6850 W BETHANY HOME RD	FIRE STATION 152	$635.00	$400.00
30KW KATOLIGHT	7505 N 55TH AVE	FIRE SUPPORT	$635.00	$400.00
80KW MULTIQUIP(2UNITS)	7505 N 55TH AVE	FIRE SUPPORT	$635.00	$545.00
43KW HIPOWER	7505 N 55TH AVE	FIRE SUPPORT	$635.00	$400.00
60KW GENERAC	11480 W GLENDALE AVE	LANDFILL	$635.00	$400.00
2500KW Cummins	4805 W CHOLLA ST	CHOLLA	N/A	$3,777.00
50KW GENTECH	5503 W 91ST AVE	STONEHAVE LS	$635.00	$400.00
80KW CUMMINS	9431 W NORTHERN AVE	DESERT DIAMOND LS	$635.00	$400.00
1250KW KOHLER	28101 N 63RD AVE	PYRAMID PEADK	$635.00	$2,773.00
350KW PYRAMID PEAK	28101 N 63RD AVE	FIRE PUMP	$635.00	$2,773.00

The following has been deleted from this contract:

600KW Detroit Diesel	28101 North 63rd Avenue	Pyramid Peak	N/A	N/A

AMENDMENT NO. 2
GENERATOR MAINTENANCE
(Solicitation No. RFP 19-20, Contract No. C19-0613)

This Amendment No. 2 ("Amendment") to the Generator Maintenance ("Agreement") is made this **2nd day of August, 2022,** ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Cummins Inc., an Indiana corporation authorized to do business in Arizona ("Contractor").

RECITALS

A. City and Cummins Inc. ("Contractor") previously entered into Generator Maintenance, Contract No. C19-0613, dated June 25, 2019 ("Agreement"); and

B. The Agreement had a initial one-year term beginning June 25, 2019 through June 24, 2020 and provided the option to extend for an additional four (4) years in one-year increments; and

C. City and Contractor previously entered into Contract Extension No. 1 extending the term of the Agreement from June 25, 2020 to June 24, 2021; and

D. City and Contractor previously entered into Agreement Amendment No. 1, extending the term of the Agreement from June 25, 2021 to June 24, 2022, and the Scope of Work, to replace items; and

E. City and Contractor previously entered into Contract Extension No. 3 extending the term of the Agreement from June 25, 2022 to June 24, 2023; and

F. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.

2. **Term.** The term of the Agreement is unchanged and shall expire on June 24, 2023.

3. **Scope of Work.** The Scope of Work is amedned to add an additional genrator as outlined in Exhibit A.

4. **Compensation.** The compensation is amended to increase the price of items, add an additonal generator as outlined in Exhibit A, and to increase the overall compensation from $650,000 to $1,650,000.

5. **Insurance Certificate**. Current certificate will expire on December 1, 2022 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.

6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

7. **No Boycott of Israel**. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

8. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

9. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona municipal corporation

E-SIGNED by Jamsheed Mehta
on 2022-09-22 09:22:09 MST

Kevin R. Phelps, City Manager

ATTEST:

E-SIGNED by Julie K. Bower
on 2022-09-22 09:36:09 MST

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

E-SIGNED by Michael D. Bailey
on 2022-09-21 15:48:52 MST

Michael D. Bailey, City Attorney

Cummins Inc.
an Indiana corporation

By: TRAVIS NEELY
Its: PEM SALES MANAGER

4/29/2021

Exhibit A

PRICING FOR REGULAR PERIODIC MAINTENANCE INCLUDING PARTS AND LABOR

Generator	Address	Facility Name	Regular Maintenance Cost Per Unit Per Event (March, June and Dec.)	Estimated Annual Maintenance Cost Per Unit
1500 KW Caterpillar (Two Units)	5901 North Glen Harbor Boulevard	West Area Water Reclamation Facility	$ 1034	$ 3102
1000 KW Caterpillar	9802 West Camelback Road	Raw Sewage Pump Station	$ 517	$ 1551
500 KW Caterpillar	6893 North Glen Harbor Boulevard	Airport Lift Station	$ 471	$ 1413
125 KW Onan	111719 West Glendale Avenue	Aquifer Recharge Facility	$ 424	$ 1272
225 KW Cummins	14904 North 67th Avenue	67th and AC/DC Lift Station	$ 448	$ 1344
40 KW Kohler	12995 North 55th Avenue	55th and Dahlia Lift Station	$ 424	$ 1272
100 KW Onan	5175 West Arrowhead Lakes Drive	Arrowhead Manor Booster Station	$ 424	$ 1272
350KW Onan	6790 West Deer Valley Road	Hillcrest Ranch Booster Station	$ 471	$ 1413
1100 KW Caterpillar	7970 W. Bethany Home Road	Zone Four Reservoir	$ 517	$ 1551
750 KW Onan	4805 West Cholla Street	Zone One Booster Station	$ 471	$ 1413
300 KW Onan	4805 West Cholla	Cholla Admin	$ 448	$ 1344
75 KW Onan	4805 West Cholla	Cholla Chlorine Scrubber	$ 424	$ 1272
1250 KW Detroit Diesel (Two Units)	8180 West Union Hills	Arrowhead Ranch Water Reclamation Facility	$ 1034	$ 3102

300 KW Cummins	17500 North 83rd Avenue	83rd Avenue Lift Station	$ 448	$ 1344
350 KW Generac	19600 North 79th Avenue	Oasis Recharge Site	$ 471	$ 1413
1750 KW Cummins (Two Units)	7070 West Northern Avenue	Oasis Water Treatment Plant	$ 1034	$ 3102
275 KW Onan	5850 West Glendale Avenue	Glendale City Hall	$ 448	$ 1344
150 KW Generac	6210 W Myrtle	OPS Complex	$ 424	$ 1272
125 KW Cummins	5959 W Brown Street	Glendale Main City Library	$ 424	$ 1272
250 KW Kohler	6835 N 57th Drive	Main Police Station	$ 448	$ 1344
1000 KW Cummins Diesel (Two Units)	11550 W Glendale Avenue	Glendale Regional Training Center	$ 1034	$ 3102
50 KW Kohler (Two Units)	6801 N Glen Harbor	Glendale Airport	$ 849	$ 2547
15 KW Generac	4439 W Peoria	Fire Station 154	$ 424	$ 1272
50 KW Katolight	14061 N 59th Avenue	Fire Station 153	$ 424	$ 1272
80 KW Cummins	17159 N 63rd Avenue	Fire Station 159	$ 424	$ 1272
100 KW Generac	6255 W Union Hills Drive	Fire Station 155	$ 424	$ 1272
40 KW Katolight	6801 W Deer Valley Rd	Fire Station 156	$ 424	$ 1272
80 KW Generac	9658 N 59th Avenue	Fire Station 157	$ 424	$ 1272
250 KW Generac	6851 North 52nd Avenue	Fire Station 151	$ 448	$ 1344
230 KW Cummins	6261 N 83rd Avenue	Fire Station 158	$ 448	$ 1344
50 KW Katolight	6850 W Bethany Home Road	Fire Station 152	$ 424	$ 1272
30 KW Katolight	7505 N 55th Ave	Fire Support	$ 424	$ 1272
80 KW Multiquip (Two Units)	7505 N 55th Ave	Fire Support	$ 424	$ 1272
43 KW Hipower	7505 N 55th Ave	Fire Support	$ 424	$ 1272
60 KW Generac	11480 W Glendale Ave	Landfill	$ 424	$ 1272

2500 KW Cummins	4805 W Cholla St	Cholla	$ 462	$ 1386
350 KW Kohler	28101 N 63rd Ave	Pyramid Peak	$ 308	$ 1086
1250 KW Kohler	28101 N 63rd Ave	Pyramid Peak	$ 362	$ 1086
50 KW Gentech	5503 W 91st Ave	Stonehaven LS	$ 200	$ 600
80 KW Cummins	9431 W Northern Ave	Desert Diamond LS	$ 258	$ 774

ITEM ADDED FOR REGULAR PERIODIC MAINTENANCE INCLUDING PARTS AND LABOR

Generator	Address	Facility Name	Regular Maintenance Cost Per Unit Per Event (March, June and Dec.)	Estimated Annual Maintenance Cost Per Unit
750 KW Onan	4805 W Cholla St	Zone One Booster Station	$ 471	$ 1413

PRICING FOR ANNUAL MAINTENANCE INCLUDING PARTS AND LABOR

Generator	Address	Facility Name	June Annual Maintenance Cost Per Unit
1500 KW Caterpillar (Two Units)	5901 North Glen Harbor Boulevard	West Area Water Reclamation Facility	$ 2270
1000 KW Caterpillar	9802 West Camelback Road	Raw Sewage Pump Station	$ 1889
500 KW Caterpillar	6893 North Glen Harbor Boulevard	Airport Lift Station	$ 1127
125 KW Onan	111719 West Glendale Avenue	Aquifer Recharge Facility	$ 771
225 KW Cummins	14904 North 67th Avenue	67th and AC/DC Lift Station	$ 961
40 KW Kohler	12995 North 55th Avenue	55th and Dahlia Lift Station	$ 705
100 KW Onan	5175 West Arrowhead Lakes Drive	Arrowhead Manor Booster Station	$ 720
350KW Onan	6790 West Deer Valley Road	Hillcrest Ranch Booster Station	$ 1127
1100 KW Caterpillar	7970 West Bethany Home Road	Zone Four Reservoir	$ 1889

750 KW Onan	4805 West Cholla Street	Zone One Booster Station	$ 1441
300 KW Onan	4805 West Cholla	Cholla Admin	$ 1127
75 KW Onan	4805 West Cholla	Cholla Chlorine Scrubber	$ 720
1250 KW Detroit Diesel (Two Units)	8180 West Union Hills	Arrowhead Ranch Water Reclamation Facility	$ 1889
300 KW Cummins	17500 North 83rd Avenue	83rd Avenue Lift Station	$ 1127
350 KW Generac	19600 North 79th Avenue	Oasis Recharge Site	$ 1127
1750 KW Cummins (Two Units)	7070 West Northern Avenue	Oasis Water Treatment Plant	$ 3664
275 KW Onan	5850 West Glendale Avenue	Glendale City Hall	$ 1127
150 KW Generac	6210 W Myrtle	OPS Complex	$ 771
125 KW Cummins	5959 W Brown Street	Glendale Main City Library	$ 771
250 KW Kohler	6835 N 57th Drive	Main Police Station	$ 961
1000 KW Cummins Diesel (Two Units)	11550 W Glendale Avenue	Glendale Regional Training Center	$ 1889
50 KW Kohler (Two Units)	6801 N Glen Harbor	Glendale Airport	$ 720
15 KW Generac	4439 W Peoria	Fire Station 154	$ 651
50 KW Katolight	14061 N 59th Avenue	Fire Station 153	$ 720
80 KW Cummins	17159 N 63rd Avenue	Fire Station 159	$ 720
100 KW Generac	6255 W Union Hills Drive	Fire Station 155	$ 720
40 KW Katolight	6801 W Deer Valley Rd	Fire Station 156	$ 705
80 KW Generac	9658 N 59th Avenue	Fire Station 157	$ 720
250 KW Generac	6851 North 52nd Avenue	Fire Station 151	$ 961
230 KW Cummins	6261 N 83rd Avenue	Fire Station 158	$ 961
50 KW Katolight	6850 W Bethany Home Road	Fire Station 152	$ 720
30 KW Katolight	7505 N 55th Ave	Fire Support	$ 705
80 KW Multiquip (Two Units)	7505 N 55th Ave	Fire Support	$ 720
43 KW Hipower	7505 N 55th Ave	Fire Support	$ 705
60 KW Generac	11480 W Glendale Ave	Landfill	$ 720
2500 KW Cummins	4805 W Cholla St	Cholla	$ 7,151

350 KW Kohler	28101 N 63rd Ave	Pyramid Peak	$ 1467
1250 KW Kohler	28101 N 63rd Ave	Pyramid Peak	$ 3405
50 KW Gentech	5503 W 91st Ave	Stonehaven LS	$ 972
80 KW Cummins	9431 W Northern Ave	Desert Diamond LS	$ 1131

AMENDMENT NO. 1
GENERATOR MAINTENANCE
(Solicitation No. RFP 19-20, Contract No. C19-0613)

This Amendment No. 1 ("Amendment") to the Generator Maintenance ("Agreement") is made this 25 day of June, 2021, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Cummins Inc., an Indiana corporation authorized to do business in Arizona ("Contractor").

RECITALS

A. City and Cummins Inc. ("Contractor") previously entered into Generator Maintenance, Contract No. C19-0613, dated June 25, 2019 ("Agreement"); and

B. The Agreement had a initial one-year term beginning June 25, 2019 through June 24, 2020 and provided the option to extend for an additional four (4) years in one-year increments; and

C. City and Contractor previously entered into Contract Extension No. 1 extending the term of the Agreement from June 25, 2020 to June 24, 2021; and

D. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.

2. **Term.** The term of the Agreement is extended for a one-year period from June 25, 2021 through June 24, 2022, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.

3. **Scope of Work.** Scope of work is changed to add additional generators and remove generators that have been replaced as outlined in Exhibit A.

4. **Compensation.** Total compensation is unchanged.

5. **Insurance Certificate.** Current certificate will expire on December 1, 2021 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.

6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

8. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

9. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona municipal corporation

E-SIGNED by Jack Friedline on 2021-07-22 06:23:51 MST

Kevin R. Phelps, City Manager

ATTEST:

E-SIGNED by Julie Bower on 2021-07-22 08:22:41 MST

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

E-SIGNED by Michael Bailey on 2021-07-16 09:32:25 MST

Michael D. Bailey, City Attorney

Cummins Inc.
an Indiana corporation

Fred Risse
Fred Risse (Jul 15, 2021 14:05 PDT)

By: Fred P. Risse

Its: Director PEM Sales PG - Western US

Jul 15, 2021

4/29/2021

Exhibit A

Generator	Address	Facility Name	Contact
1500 KW Caterpillar (Two Units)	5901 North Glen Harbor Boulevard	West Area Water Reclamation Facility	Steve Maxwell/ Bryan Cook
1000 KW Caterpillar	9802 West Camelback Road	Raw Sewage Pump Station	Steve Maxwell/ Bryan Cook
500 KW Caterpillar	6893 North Glen Harbor Boulevard	Airport Lift Station	Steve Maxwell/ Bryan Cook
125 KW Onan	111719 West Glendale Avenue	Aquifer Recharge Facility	Steve Maxwell/ Bryan Cook
225 KW Cummins	14904 North 67th Avenue	67th and AC/DC Lift Station	Steve Maxwell/ Bryan Cook
40 KW Kohler	12995 North 55th Avenue	55th and Dahlia Lift Station	Steve Maxwell/ Bryan Cook
100 KW Onan	5175 West Arrowhead Lakes Drive	Arrowhead Manor Booster Station	Steve Maxwell/ Bryan Cook
350KW Onan	6790 West Deer Valley Road	Hillcrest Ranch Booster Station	Steve Maxwell/ Bryan Cook
1100 KW Caterpillar	7970 West Bethany Home Road	Zone Four Reservoir	Steve Maxwell/ Bryan Cook
750 KW Onan	4805 West Cholla Street	Zone One Booster Station	Steve Maxwell/ Bryan Cook
300 KW Onan	4805 West Cholla	Cholla Admin	Steve Maxwell/ Bryan Cook
75 KW Onan	4805 West Cholla	Cholla Chlorine Scrubber	Steve Maxwell/ Bryan Cook
1250 KW Detroit Diesel (Two Units)	8180 West Union Hills	Arrowhead Ranch Water Reclamation Facility	Steve Maxwell/ Bryan Cook
300 KW Cummins	17500 North 83rd Avenue	83rd Avenue Lift Station	Steve Maxwell/ Bryan Cook
350 KW Generac	19600 North 79th Avenue	Oasis Recharge Site	Steve Maxwell/ Bryan Cook
600 KW Detroit Diesel	28101 North 63rd Avenue	Pyramid Peak	Steve Maxwell/ Bryan Cook
1750 KW Cummins (Two Units)	7070 West Northern Avenue	Oasis Water Treatment Plant	Steve Maxwell/ Bryan Cook
1250 KW Kohler	28101 North 63rd Avenue	Pyramid Peak	Steve Maxwell/ Bryan Cook
350kw Kohler	28101 North 63rd Avenue	Pyramid Peak	Steve Maxwell/ Bryan Cook
2500 KW Cummins	4805 West Cholla	Cholla	Steve Maxwell/ Bryan Cook
50 KW Gentech	5503 w 91st Ave	Stonehaven LS	Steve Maxwell/ Bryan Cook
80 KW Cummins	9431 W Northern Ave	Desert Diamond LS	Steve Maxwell/ Bryan Cook
275 KW Onan	5850 West Glendale Avenue	Glendale City Hall	Jeff Quill
150 KW Generac	6210 W Myrtle	OPS Complex	Jeff Quill
125 KW Cummins	5959 W Brown Street	Glendale Main City Library	Jeff Quill
250 KW Kohler	6835 N 57th Drive	Main Police Station	Jeff Quill
1000 KW Cummins Diesel (Two Units)	11550 W Glendale Avenue	Glendale Regional Training Center	Jeff Quill
50 KW Kohler (Two Units)	6801 N Glend Harbor	Glendale Airport	Jim Gum
15 KW Generac	4439 W Peoria	Fire Station 154	Gabriel Parra
50 KW Katolight	14061 N 59th Avenue	Fire Station 153	Gabe Parra
80 KW Cummins	17159 N 63rd Avenue	Fire Station 159	Gabe Parra
100 KW Generac	6255 W Union Hills Dr	Fire Station 155	Gabe Parra
40 KW Katolight	6801 W Deer Valley Rd	Fire Station 156	Gabe Parra
80 KW Generac	9658 N 59th Avenue	Fire Station 157	Gabe Parra
250 KW Generac	6851 North 52nd Avenue	Fire Station 151	Gabe Parra
230 KW Cummins	6261 N 83rd Avenue	Fire Station 158	Gabe Parra
50 KW Katolight	6850 W Behtany Home Road	Fire Station 152	Gabe Parra
30 KW Katolight	7505 N 55th Ave	Fire Support	Gabe Parra

Exhibit A

80 KW Multiquip (Two Units)	7505 N 55th Ave	Fire Support	Gabe Parra
43 KW Hipower	7505 N 55th Ave	Fire Support	Gabe Parra
60 KW Generac	11480 W Glendale Ave	Landfill	Bill Stout/ David Larson

Units Added			
1250 KW Kohler	28101 North 63rd Avenue	Pyramid Peak	Steve Maxwell/ Bryan Cook
350kw Kohler	28101 North 63rd Avenue	Pyramid Peak	Steve Maxwell/ Bryan Cook
2500 KW Cummins	4805 West Cholla	Cholla	Steve Maxwell/ Bryan Cook
50 KW Gentech	5503 w 91st Ave	Stonehaven LS	Steve Maxwell/ Bryan Cook
80 KW Cummins	9431 W Northern Ave	Desert Diamond LS	Steve Maxwell/ Bryan Cook

Units Removed		
600 KW Detroit Diesel	28101 North 63rd Avenue	Pyramid Peak
750 KW Onan	4805 West Cholla Street	Zone One Booster Station

AGREEMENT FOR
GENERATOR MAINTENANCE
City of Glendale Solicitation No. RFP 19-20

This Agreement for Generator Maintenance ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Cummins, Inc., an Indiana corporation, authorized to do business in Arizona, (the "Contractor"), as of the 25th day of June, 2019.

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 19-20 (the "Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

1.2 Project Team.

a. Project Manager.

(1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;

(2) The City must approve the designated Project Manager; and

(3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

(1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.

c. Discharge, Reassign, Replacement.

(1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

(2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.

(3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. Schedule. The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. Contractor's Work.

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.

(3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $650,000, (includes the initial term and subsequent renewals), as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.

b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than $1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.**

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

b. General Liability.

(1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $1,000,000 per occurrence and $1,000,000 annual aggregate for each property damage and contractual property damage.

(2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $1,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

c. Auto. A business auto policy providing a liability limit of at least $1,000,000 per accident for Contractor and $1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

(3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.

f. Certificates of Insurance.

(1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.

(2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

(3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

g. Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

(2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.

(1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.

(2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.

b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

12. **Notices.**

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 Representatives.

a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Cummins, Inc.
c/o Doug Varner
651 N 101st Ave
Avondale, AZ 85323
623-474-2686
douglas.varner@cummins.com

b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Anthony Weathersby
5850 W. Glendale Ave, Suite 317
Glendale, Arizona 85301
623-930-2864

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

13. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

14. Entire Agreement; Survival; Counterparts; Signatures.

14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

14.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

14.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

14.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

14.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

15. Term.

15.1 The term of this Agreement commences upon the Effective Date and continues for a one (1)-year initial period. The City may, at its option and with the consent of the Contractor, extend the term of this Agreement four (4) additional one-year periods, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be considered during the Agreement renewal period and any such price adjustment may be a determining factor for any renewal. Price adjustments, if agreed to by the City, will only be effective if made in a signed writing. There are no automatic renewals of this Agreement.

15.2 Extension for Procurement Processes. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

16. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

17. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A Project

Exhibit B Compensation

(Signatures appear on the following page.)

The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Cummins, Inc.,
an Indiana corporation

Matthew E. Harlow

By: Matthew E. Harlow
Its: PM Sales & Service Advisor

EXHIBIT A

GENERATOR MAINTENANCE

PROJECT

The Contractor will provide periodic maintenance and emergency repair for generators located throughout the City of Glendale. Generators will have regularly scheduled maintenance in March, June, September and December. All maintenance must comply with the Scope of Work for RFP 19-20.

Sales and Service

January 23, 2019

City of Glendale
Procurement Division
5850 West Glendale Ave
Suite 317
Glendale, AZ 85301

Re: RFP #19-20

Cummins, as a global power leader, is committed to meeting all performance obligations through due diligence, our Code of Business Conduct, and maintaining positive and ongoing relationships to service customers.

Pursuant to our participation in the RFP identified above, we have provided a redline of the sample contract which intends to clarify the agreement with regard to our products and services while aligning its terms with our contract policy. The verbiage suggested here is open for negotiation/redline as we'd prefer mutually agreeable contract terms.

If any information is needed pertaining to the above or you have any questions regarding our submittal, please contact Kendell Lawyer, Paralegal for Cummins Inc., Rocky Mountain Region at kendell.lawyer@cummins.com.

Regards,

Regional General Manager

Signature/Title

ORIGINAL

Cummins Sales and Service
390 Interlocken Crescent, Suite 200
Broomfield, CO 80021
303 287 0201
salesandservice.cummins.com

Service Locations: Phoenix, AZ, Mesa, AZ, Tucson, AZ Denver, CO, Grand Junction, CO, Boise, ID, Billings, MT, Missoula, MT, Albuquerque, NM, Elko, NV, North Las Vegas, NV, Reno, NV, Minot, ND, Salt Lake City, UT, Gillette, WY, Rock Springs, WY

Cummins Inc.
651 North 101st Avenue
Avondale, AZ 85323
Phone - 623-474-2700

February 14, 2019

City of Glendale
Materials Management
5850 West Glendale Avenue
Suite 317
Glendale, Arizona 85301

Subject: Generator Maintenance
Solicitation Number: RFP 19-20

Enclosed you will find a Planned Maintenance Agreement proposal for your company's emergency generator(s) including all requested documentation for RFP 19-20 There are three paper copies (one original) and one flash drive copy.

Cummins is and has been a premier power generation systems and engine distributor committed to delivering fast, comprehensive and proven maintenance solutions to its customers for over 16 years as a distributor for Cummins Inc., established 1919. We can attain OEM parts from several manufactures including, but not limited to Cummins, Onan, Caterpillar, Generac, Detroit, Kohler, etc.

Cummins carries a large inventory of equipment to assist our customers with any need they may have. Our reliable rental fleet maintains an inventory of back up / rental generators of 150 generators ranging in size from 35kW to 2000kW. We have a team that is available 24 hours a day, 7 days a week to be of assistance at any moment. In addition to our rental fleet, Cummins also maintains three lube trailers, eleven load banks, two fuel polishers and a large inventory of parts for preventative maintenance and emergency repair.

Cummins Inc. is a premier power generation systems and engine distributor committed to delivering fast, comprehensive and proven maintenance solutions to its customers.

Respectfully,
Cummins Inc.
Power Generation Division

J. Leon

Justin Leon
PM Contract and Service Sales

Denver, CO
Grand Junction, CO
Phoenix, AZ
Boise, ID

Billings, MT
Albuquerque, NM
Farmington, NM
Elko, NV

Las Vegas, NV
Reno, NV
El Paso, TX
Salt Lake City, UT

Rock Springs, WY
Gillette, WY

Onan

GENERAL SCOPE OF SERVICES

Power Generation Systems
Generator & Transfer Switch Planned Maintenance

INSPECTION
(Monthly, Quarterly, or One-Time Per Year)

Battery & Battery Charger System
- Check battery charger functions
- Cable connections, termination cleanliness & security
- Check electrolyte level, vent caps of all cells in the starting batteries
- Load test batteries

Fuel System
- Inspect main tank/day tank fuel level
- Inspect day tank controls & pumps, test operate day tank controls (where available)
- Inspect all fuel hoses, clamps, pipes, components, filters & fittings
- Inspect governor linkage
- Visually inspect rupture/containment basin
- Water in fuel test base tank and/or day tanks
- Optional: fuel sample for laboratory analysis

Engine Cooling System
- Inspect all hoses & clamps for leaks, coolant level & condition
- Inspect radiator cap & filler neck condition
- Inspect drive belts, observe alignment & deflection
- Check coolant heater operations
- Utilize DCA test strip to record coolant properties
- Inspect radiator surfaces, coils, tanks, shrouds & barriers for condition & obstructions
- Visually inspect low temperature after cooler
- Optional: coolant sampling for laboratory analysis

Engine Lubrication System
- Inspect lubrication system (visually check oil level and condition, check filter condition)
- Inspect crankcase ventilation system

Intake/Exhaust System
- Inspect air cleaner element & entire intake system
- Inspect exhaust system & rain cap
- Inspect louver operations

Generator Controls & Power Connections
- Visually inspect all engine mounted wiring, senders & devices
- Visually inspect all unit mounted control components & wiring
- Test all lights & indicators
- Visually inspect breaker, power connections, governor & voltage regulator

Generator Operations
- Start & observe generator engine operation
- Verify engine & generator safeties for proper operation
- System transfer test, or no-load run test

Automatic Transfer Switch
(Paralleling Switchgear, Bypass Switchgear, Manual Transfer Switches)
- Visually inspect all power & control wiring
- Visually inspect switch mechanism & enclosure
- Visually inspect controls & time delay settings
- Verify function of exercise clock
- Conduct transfer testing (owner's discretion) to verify switch setting & operations

FULL SERVICE
(Includes All Inspection Items)

Operational & Functional Review of Generator Critical Components
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect/lubricate drive bearings, gear or belt drives, lovejoy & other connecting hardware

Lubrication Oil & Filtration Service
- Change engine lubrication oil, governor oil, & oil bath air filter oil, if applicable
- Change primary lubrication & bypass filters
- Change fuel filters
- Post lube service operation of genset (unloaded) at rated temperature
- Optional: oil sample for laboratory analysis
- If applicable, change coolant filters to adjust DCA concentration

Other Services Available: Load bank testing, fuel polishing, custom upgrades & generator set rentals
All services can be customized to your application and requirements.

PLANNED EQUIPMENT MAINTENANCE AGREEMENT TERMS AND CONDITIONS

This Agreement, when accepted by you and approved by a Cummins Inc. (the "Company") authorized representative, will constitute the entire exclusive agreement between us for the services. All prior oral or written understandings are superseded by this agreement. The parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. This Agreement may not be amended unless agreed to in writing by an authorized representative of the Company.

Scope of Services
The Company shall perform maintenance on the equipment listed on the front side of this Agreement. The scope of these maintenance services is more fully described in the "Scope of Services". No other work, materials or activities are included in this agreement unless agreed to in supplemental documentation.

Agreement Term
This Agreement shall remain in force for the term noted on the Planned Maintenance Agreement pricing sheet unless either party gives to the other party at least thirty (30) days written notice of termination, which notice shall cause the termination of this Agreement at the end of the thirty (30) day period.

Coverage and Limitations
For ninety (90) days after the date of service, Cummins Inc. agrees to correct, either by repair or replacement, any defects of material or workmanship installed or performed by Cummins Inc. under this Agreement which may develop under normal and proper use. To be effective, Owner must first give written notice within forty-eight (48) hours of Owner's discovery of such defect, and Owner's claim of defect must be substantiated by Cummins Inc. inspection. Repair or replacement by Cummins Inc. shall constitute Owner's sole remedy. Cummins Inc. shall not be responsible for incidental, special or consequential damages, nor shall it be liable for economic loss. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. The company is not responsible for any expenses for damaged, including material or labor, to repair damage caused by abuse, accident, theft, acts of third party, operation of equipment in a manner outside of the operations recommendation of the Company for such equipment, or force of nature, or if repairs or servicing are performed by a party other than the Company. The Company shall not be responsible for failure to render service or repairs for causes beyond its control, including strikes and labor disputes.

Payment Terms
Payment terms are net 30 days from date of invoice.

Jobsite Safety
Cummins Inc. shall take all precautions it deems reasonably necessary for jobsite safety of its employees or agents, and shall provide all reasonable protection necessary to prevent damage, injury or loss at the jobsite by its employees or agents. Upon Owner's request, Cummins Inc. will submit insurance certificates evidencing insurance coverage. While service work is being performed, Cummins Inc. reserves the right to request the continuous presence of a representative when Cummins Inc. Owner's deems this to be required. Cummins Inc. technicians will perform a Job Site Safety Analysis and may ask for assistance to remedy any unsafe conditions. Cummins Inc. reserves the right to discontinue service if unsafe conditions persist.

General
You represent that you own the equipment subject to this Agreement, or, if you are not the owner, that you have the authority to enter into this Agreement.

Any notice or other communication given hereunder shall be in writing and mailed to address shown on this Agreement. Any such notice shall be deemed given when deposited in the United States mail. Any notices to be provided to the Company shall be mailed to:

Cummins Inc.
Attn. PEM Administration Group
8211 East 96th Avenue
Henderson, CO 80640

This Agreement shall be deemed to have been entered into and shall be construed in accordance with the laws of the state of where the property is located.

Additional Services and Repairs
Any additional repairs, parts or services which are required will be brought to the attention of the owner. Repairs bill only be made after proper authorization from the owner is given to Cummins Inc. Any additional repairs, maintenance or service performed by Cummins Inc. for a Planned Equipment Maintenance Agreement holder will be at current Cummins Inc. rates in effect at that time.

Rev April 2017

Offeror's to complete this Response Workbook and submit as their response to this RFP.

COVER SHEET

OFFEROR NAME: (CUMMINS Inc. Cummins Sales and Service(Rocky Mountain Region)

OFFEROR ADDRESS: 651 North 101st Avenue Avondale arizona 85323

CITY OF GLENDALE
PROCUREMENT DIVISION
REQUEST FOR PROPOSAL

SOLICITATION NUMBER:	**RFP 19-20**
TITLE:	**GENERATOR MAINTENANCE**
PUBLISHED DATE:	**JANUARY 17, 2019**
SITE VISIT (ALL FACILITIES):	*Offerors are strongly encouraged to conduct site visit/s*
PRE-OFFER CONFERENCE:	**JANUARY 24, 2019, 1:00 PM Local Time** Glendale City Hall, 5850 W. Glendale Avenue, 3rd Floor, Conference Room 3A, Glendale, Arizona 85301 *Attendance is NOT required*
OFFER DUE:	**February 7, 2019, 2:00 PM Local Time** Glendale City Hall, 5850 W. Glendale Avenue, Suite 317, 3rd Floor, Engineering Service Counter, Glendale, Arizona 85301 ***NOTE:** This is a sealed proposal process requiring proposals to be delivered before the date/time shown above. All proposals will be date/time stamped upon receipt.*
SUBMITTAL HOURS:	8:00 AM TO 5:00 PM Local Time Monday through Friday (except observed holidays) **City offices will be closed on January 21st**
CONTACT:	Anthony Weathersby, Contract Analyst Procurement Division 623-930-2864 aweathersby@glendaleaz.com

Proposals shall be opened publicly at the time, date, and location identified herein; and, the name of each Offeror shall be publicly read and recorded. All other information contained in the proposals shall be confidential to avoid disclosure of contents prejudicial to competing Offerors.
OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

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Fee Proposal Workbook – To be completed by Offeror and submitted as their response.

INTRODUCTION

The City of Glendale is issuing this Request for Proposal to establish a term contract for the emergency repair and periodic maintenance of generators located throughout the City of Glendale from a licensed and qualified Contractor. This will be a Multiple Award Contract. The City Staff Representative will provide the Contractor with specific periodic and annual maintenance schedules per contract year. The Contractor will be available for emergency repair 24 hours per day, 365 days per year.

The contractor shall check the YES or NO boxes for each specification on each page of section 1. If the contractor checks the NO box for any specification, the contractor must provide an explanation and alternate information as an attachment. Failure to comply with the following specifications may result in the rejection of bid.

CITY MISSION, VISION AND VALUES

All work will be performed through the understanding and adherence to the City of Glendale's Mission, Vision and Values as listed in Appendix A.

SCOPE OF WORK

Item No.	SPECIFICATIONS	Comply
1.1	The Contractor shall have the resources and capability to provide the services described herein. Contractor acknowledges and agrees that it meets, and shall maintain for the duration of this contract, the following minimum conditions and requirements:	
1.1.1	Contractor has been in business for a minimum of three years performing maintenance and emergency repairs to the Generators herein prior to the award of this contract.	X Yes [X] No [ ]
1.1.2	Contractor has all certifications, licenses, permits required by federal, state, and local agencies. Copies of required documentation should be attached in this RFP; and, if any bid is received without them will be deemed non-responsive.	Yes [X] No [ ]
1.1.3	There shall be no unsatisfied judgments or liens against the Contractor.	Yes [X] No [ ]
1.1.4	Contractor shall have sufficient experienced and licensed technicians, equipment, parts, materials, labor, and transportation to be able to repair, replace, and perform periodic maintenance, and emergency repairs, on all components of City of Glendale Generators 24 hours per day, 365 days per year. Names and phone numbers of appropriate technicians will be provided by the Contractor to the Contract Administrator.	Yes [X] No [ ]
1.1.5	The Contractor may **NOT** use a subcontractor under this Contract.	Yes [X] No [ ]
1.1.6	Contractor will provide a list of generators (w/Kw size) for supply of stand-by power generation (if needed)	Yes [X] No [ ]

Item No.	SPECIFICATIONS	Comply
1.1.7	Contractor shall submit itemized invoices to the City for all work performed under this contract with itemized materials and labor listed separately and clearly. Hourly rate shall commence upon the contractor's arrival at jobsite--no travel time will be allowed under this contract. A flat rate trip charge, service call fee, or travel time charge will not be allowed under this contract. The hourly rate will commence when the Contractor arrives at the City jobsite. The contractor shall notify the City contract administrator by phone upon arrival and upon completion of each service request. Contractor shall submit sample invoice with descriptive information as outlined.	Yes [X] No [ ]
	MAINTENANCE SPECIFICATION	
1.2	The Contractor will perform periodic maintenance, and emergency repairs to Generators in a timely manner, ensuring that reliable stand-by power will be available when needed. If the duration of repairs is not acceptable, the Contractor is to arrange for equal or greater than the existing power generation temporary power generation.	Yes [X] No [ ]
1.2.1	The Contractor shall perform all services in accordance with the manufacturer's recommended specifications and with best standards and practices of the trade(s) involved in installing, inspecting, maintaining, and repairing generators and components.	Yes [X] No [ ]
1.2.2	The Contractor will ensure that liquids-per-hour-used are consistent with the manufacturer's operations and maintenance manual for each generator. The Contractor shall also ensure that liquids-per-hour-used are consistent with the manufacturer's operations and maintenance manual for each Generator.	Yes [X] No [ ]
1.2.3	The Contractor will be responsible for sourcing out new original equipment from the manufacturer or equivalent, replacement components and parts. This includes maintaining sufficient inventory of repair parts and equipment to perform routine emergency generator service, and repairs to brand, types and sizes of generators on the attached equipment list (Section 1.4).	Yes [X] No [ ]
1.2.4	The Contractor will warrant all installation, repairs, and workmanship for a minimum of one year. Warranty certificates shall be provided by the Contractor. Any bid received without warranty certificates will be deemed unresponsive.	Yes [X] No [ ]
1.2.5	The Contractor will adhere to City policies pertaining to security and protection of City owned equipment while performing the work.	Yes [X] No [ ]
1.2.6	The Contractor will keep the areas involved with the Generator and its surrounding facilities in clean order, ensuring the removal and disposal of debris/waste and recycling of used oil associated with the emergency repair or periodic maintenance.	Yes [X] No [ ]

Item No.	SPECIFICATIONS	Comply
1.2.7	The Contractor will provide a comprehensive report entailing detailed equipment status on the below list of categories after every periodic maintenance and emergency repair occurrence containing the following information: Generator Location Date of Inspection Technician's Name and phone number Generator's Model # Generator's Serial # Engine Model and Serial # Transfer Switch Model and Serial #	Yes [X] No [ ]
1.2.8	The Contractor will provide a checklist after every periodic maintenance and emergency repair occurrence: Cooling System Engine Lubrication System Fuel Delivery System Air Induction/Exhaust Electrical System (includes gauges, switches, and battery and charging) Transfer Switch	Yes [X] No [ ]

Item No.	SPECIFICATIONS	Comply
1.2.9	The Contractor will perform an annual maintenance event that will occur in the month of September. All labor and equipment shall be covered under the warranty requirements of this RFP. This annual event will include the following: Analyze oil for contaminants Replacement of engine oil Replacement of oil filter Replacement of spark plugs (except diesel) Replace ignition points and condenser Inspect radiator, hoses (etc.), for leakage and pliability Inspect anti-freeze and add if low (up to 1 gallon) Clean sediment bowl or replace fuel filters Check fuel capacity Check entire equipment for any fluid/lubricant/fuel leaks Check and adjust belts and pulleys Service the battery, add water, clean terminals, and check specific gravity Service or replace air filter if needed Check all brushes for setting and wear Clean slip rings and commutator Wipe down outside of generator and motor Conduct safety shutdown checks, oil pressure, over-speed, high-temperature, etc. Inspect transfer switch for proper operation, check connections, and settings Simulate power failure. For quarterly visits load should be at 30% test only Check charging rate of battery charger Power washing Switch Gear Breaker Inspection and Testing per O&M specs with the approval and supervision of City Staff Representative 2 Hour Load Banking Test at 100% for all generators located throughout the City per manufacturer O&M specifications. Testing will be with the supervision of the PD 911 Operations Manager or Water Services Plant Supervisor.	Yes ☒ No ☐

Item No.	SPECIFICATIONS	Comply
1.2.10	The Contractor will perform 3 regular maintenance events: These events will entail regular inspections and testing and will occur in the months of March, June and December. All labor and equipment shall be covered under the warranty requirements of this RFP. These events will include the following: Full inspection of systems, including cooling, air intake, fuel, exhaust, electrical Active check while generator is running Check oil level and top off (up to 3 liters) Check for leaks Check fuel capacity Check air filter Check for air filter leaks Check and top off coolant/anti-freeze (up to 3 liters) Check battery condition and top off distilled water level Simulate power failure	Yes [X] No [ ]
1.2.11	The Contractor shall proactively change the batteries in each Water Services unit every two years, with exception to the West Area Water Reclamation Facility (WAWRF). The WAWRF generators have NiCad batteries and do not need to be changed as frequently. The battery changing service should be done in "even years" during the regularly scheduled quarterly service.	Yes [X] No [ ]
1.2.12	The Contractor will perform fuel quality testing every 6 months. Testing will comply with NFPA 110 annual requirements and ASTM Standards for long term fuel storage issues.	Yes [X] No [ ]

1.3	**WORK SCHEDULE**	
1.3.1	The Contractor will work with the Water Services and Facilities divisions to schedule the specific dates and sites of the four maintenance events in September, December, March, and June upon awarding of this Contract. For emergency repairs, the contractor will provide a list of phone numbers to call for the following needs: regular hours emergency repair requests (6:00 AM to 6:00 PM) and after-hours emergency repair requests (6:01 PM to 5:59 AM). After hours emergency includes weekend calls including days that fall on City holidays. The Contractor is required to respond to emergency calls and be at the specified location within two-hours upon verbal confirmation. Phone messages should be responded to within one hour. All work is expected to be completed in a timely manner, posing no impediments to the City of Glendale facilities.	Yes [X] No [ ]

14 WORK LOCATIONS AND CITY REPRESENTATIVES AUTHORIZED TO PLACE SERVICE CALLS

Generator	Address	Facility Name	Contact
1500 KW Caterpillar (Two Units)	5901 North Glen Harbor Boulevard	West Area Water Reclamation Facility	Louie Gomez
1000 KW Caterpillar	9802 West Camelback Road	Raw Sewage Pump Station	Louie Gomez
500 KW Caterpillar	6893 North Glen Harbor Boulevard	Airport Lift Station	Louie Gomez
125 KW Onan	111719 West Glendale Avenue	Aquifer Recharge Facility	Louie Gomez
225 KW Cummins	14904 North 67th Avenue	67th and AC/DC Lift Station	Louie Gomez
40 KW Kohler	12995 North 55th Avenue	55th and Dahlia Lift Station	Louie Gomez
100 KW Onan	5175 West Arrowhead Lakes Drive	Arrowhead Manor Booster Station	Jeff Kaylor
350KW Onan	6790 West Deer Valley Road	Hillcrest Ranch Booster Station	Jeff Kaylor
1100 KW Caterpillar	7970 West Bethany Home Road	Zone Four Reservoir	Jeff Kaylor
750 KW Onan	4805 West Cholla Street	Zone One Booster Station	Mark Hogan
300 KW Onan	4805 West Cholla	Cholla Admin	Mark Hogan
75 KW Onan	4805 West Cholla	Cholla Chlorine Scrubber	Mark Hogan
1250 KW Detroit Diesel (Two Units)	8180 West Union Hills	Arrowhead Ranch Water Reclamation Facility	Curt King
300 KW Cummins	17500 North 83rd Avenue	83rd Avenue Lift Station	Curt King
350 KW Generac	19600 North 79th Avenue	Oasis Recharge Site	Curt King
600 KW Detroit Diesel	28101 North 63rd Avenue	Pyramid Peak	Todd Hellman
1750 KW Cummins (Two Units)	7070 West Northern Avenue	Oasis Water Treatment Plant	Anita Lutringer
275 KW Onan	5850 West Glendale Avenue	Glendale City Hall	Ron Gouger
150 KW Generac	6210 W Myrtle	OPS Complex	Ron Gouger
125 KW Cummins	5959 W Brown Street	Glendale Main City Library	Ron Gouger

250 KW Kohler	6835 N 57th Drive	Main Police Station	Ron Gouger
1000 KW Cummins Diesel (Two Units)	11550 W Glendale Avenue	Glendale Regional Training Center	Ron Gouger
50 KW Kohler (Two Units)	6801 N Glen Harbor	Glendale Airport	Jim Gum
15 KW Generac	4439 W Peoria	Fire Station 154	Don Jesse
50 KW Katolight	14061 N 59th Avenue	Fire Station 153	Don Jesse
80 KW Cummins	17159 N 63rd Avenue	Fire Station 159	Don Jesse
100 KW Generac	6255 W Union Hills Drive	Fire Station 155	Don Jesse
40 KW Katolight	6801 W Deer Valley Rd	Fire Station 156	Don Jesse
80 KW Generac	9658 N 59th Avenue	Fire Station 157	Don Jesse
250 KW Generac	6851 North 52nd Avenue	Fire Station 151	Don Jesse
230 KW Cummins	6261 N 83rd Avenue	Fire Station 158	Don Jesse
50 KW Katolight	6850 W Bethany Home Road	Fire Station 152	Don Jesse
30 KW Katolight	7505 N 55th Ave	Fire Support	Don Jesse
80 KW Multiquip (Two Units)	7505 N 55th Ave	Fire Support	Don Jesse
43 KW Hipower	7505 N 55th Ave	Fire Support	Don Jesse
60 KW Generac	11480 W Glendale Ave	Landfill	Bill Stout/ David Larson

HOW WE CHOOSE

SCORING RESPONSES: The evaluation criteria are weighted in accordance with the Submission Requirements. Your response will be rated as follows:

- 10% Executive Summary
- 55% Experience, proven performance, and qualifications
- 25% References
- 10% Cost

TYPE OF AWARD: The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.

EVALUATION PANEL: Submittals will be evaluated by a panel based on the stated criteria and are responsible for selecting the proposal that is most advantageous to the City.

PANEL CONTACT: Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.

INTERVIEWS: City may ask some or all Offerors to participate in an interview at any point during the evaluation process but is not required to do so. Information gathered in an interview will be used by the panel to make a selection. Offeror is responsible for any costs incurred to participate in an interview.

ADDITIONAL INVESTIGATIONS: City may conduct additional investigations needed to determine the competence or financial stability of any Offeror.

BEST AND FINAL OFFERS: City may request best and final offers and will determine the scope and subject of any best and final request.

PROPOSAL EVALUATION: City reserves the right to secure additional information from the Offeror in various forms and to award based on submitted information.

NOTICE OF INTENT TO AWARD AND PROTEST PERIOD: Information about the recommended award for this solicitation will be posted on the online at www.glendaleaz.com/purchasing and will be available immediately after the City has completed its evaluation process. Questions regarding the notice of intent to award must be directed to the listed Contract Analyst immediately. Any protest must be submitted to the Procurement Administrator no later than seven (7) calendar days from the date of posting on the Internet. For information and instructions on how to file a protest, visit: http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm

WITHDRAWAL OF PROPOSAL: Offeror may withdraw a submitted proposal in writing by letter, facsimile, or electronic mail at any time prior to the specified solicitation due date and time. Withdraw notices must be made by the Offeror or designated representative listed on the proposal. Telephonic or oral withdrawals cannot be accepted.

OFFER ERRORS OMISSIONS AND CORRECTIONS: City will not be responsible for any offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made

on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.

COMPETITIVE NEGOTIATIONS: City may negotiate with multiple Offerors at the same time. Negotiations may result in changing the conditions, terms, or price of the proposed contract for the benefit of the City unless prohibited herein. All Offerors shall be treated fairly and equally while conducting negotiations and the City is prohibited from disclosing any information submitted by competing Offerors. Entering into negotiations does not constitute a contract award or confer any rights to Offerors. The City may formally terminate negotiations and enter into concurrent or exclusive negotiations with the next most qualified Offeror/s if it is in the City's best interest to do so.

NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS: City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Silent"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

PROPRIETARY INFORMATION Offeror shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offeror's acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

SUBMISSION CHECKLIST

This section provides an overview of the submission instructions including a checklist to aid in the submission of complete proposals. Offeror's shall complete the fillable "RESPONSE WORKBOOK" attachment and submit as their proposal **either through delivering Five (5) hard bound copies and an electronic file (CD or flash drive) or by electronically through Vendor Self Service.**

Vendors are strongly advised to read this section in its entirety and complete the checklist to avoid disqualification. **Please note that the City will NOT be able to consider proposals that are submitted late or that do not follow these guidelines.**

The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

Checklist For Submitting Proposal	Complete (✓)
Submission Requirements	
COVER SHEET (Response Workbook) Offeror Name Offeror Address	
COMPLETED OFFER SHEET (Response Workbook)	
1. EXECUTIVE SUMMARY (2 questions)	
2. EXPERIENCE, PROVEN PERFORMANCE, QUALIFICATIONS (5 questions)	
3. REFERENCES (1 questions)	
ADDENDUM RESPONSES (if applicable)	
Return Of Offer	
Five (5) bound hard copies of all "SUBMISSION REQUIREMENTS" listed above: • Copies are bound (spiral bound, 3-ring binder etc.) • Copies include all elements listed above • Copies include section breaks or tabs for each proposal element	
Electronic file: • Must be submitted on a CD or flash drive • Must contain only one electronic file that includes all proposal elements	
Hard Copies and Electronic file are submitted in a sealed package that is clearly labeled with the following: • Solicitation number • Solicitation title • Offeror Name/Address	
Electronic Submittal through Vendor Self Service • Response Workbook must be submitted before cutoff time and date. System will not allow late submittals.	

SUBMISSION REQUIREMENTS

The proposal is every element of your response to this RFP. For this proposal, you must provide a completed OFFER SHEET in addition to answering the questions identified in the REQUIRED RESPONSES. (see Response Workbook)

Responses must be numbered to correspond to the question numbers to aid in the evaluation process; failure to do so may result in disqualification.

Should your offer contain any PROPRIETARY INFORMATION you must clearly mark that information with the words "Proprietary Information." Only information contained in your response questions may be marked as such, information on the OFFER SHEET or PRICING SHEET (if applicable) are not considered proprietary.

Offeror's acknowledge that the City is required by law to make certain records available for public inspection. By submitting any materials marked as Proprietary Information, Offeror acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror if the City must legally disclose the Proprietary Information.

Helpful Hints:

- Answer each question completely, your answers will be the only basis on which your proposal is scored.
- Do not unnecessarily elaborate, keep your response complete and effective.
- Do not provide general answers or reference to sales literature.
- Only when applicable attach and reference supporting documents.

APPENDIX A: Glendale Mission, Vision, Values

GLENDALE

MISSION STATEMENT

WE IMPROVE THE LIVES OF THE PEOPLE WE SERVE EVERY DAY.

VISION STATEMENT

WE ARE THE COMMUNITY OF CHOICE FOR RESIDENTS, BUSINESSES, AND EMPLOYEES.

VALUE STATEMENTS

COMMUNITY

WE ARE DRIVEN TO IMPROVE THE COMMUNITY EXPERIENCE

Our top priority is to serve all people who live, work, do business in, and visit Glendale. We value community engagement and we constantly seek feedback to assess the varying needs of our community. We welcome everyone and value the richness of skills, background, and experience that a diverse community provides. With compassion, we observe, listen, understand and assist our stakeholders to ensure we are equitably delivering the services that are most valued and needed in our community. We do this to honor our heritage, to create openness, and to improve service delivery.

INTEGRITY

WE PROVIDE OPEN AND HONEST GOVERNANCE

Throughout our organization there is an unquestionable level of integrity, ethics, transparency, and honesty guiding our communications, interactions, and decision-making. We are fair, principled, accountable, and inclusive in all that we do. The example is set by City Council, City Management, and every staff member. We do this to build trust within the organization and throughout the community.

EXCELLENCE

WE MAKE EXCELLENCE A HABIT, NOT A GOAL.

Our approach to service begins with a positive attitude and a focus on excellence. We are committed to delivering high quality services to our diverse community at an affordable cost, with demonstrated value, in an expeditious manner. We design our services with our stakeholder's needs in mind. We provide opportunities to gather feedback on our services in an inclusive way and look for merit in every idea. We do this to ensure we are good stewards of taxpayer dollars, to create organizational and community pride in the services we provide, and to create added value for our community.

INNOVATION

WE DELIVER BETTER SERVICE THROUGH CREATIVITY AND INGENUITY.

We are an organization that constantly examines how we can get better and welcomes creative ideas and new thinking. We value efficiency, technology, and agility; and, we have the courage to try new approaches. We strive to be leaders in public sector innovation. We do this to create a flexible organization that can respond quickly to change, to create value by providing more cost-effective services, and to foster employee ownership in the services we provide.

LEARNING

WE VIEW LEARNING AS ESSENTIAL TO IMPROVEMENT.

We know that our ability to develop and deliver the highest quality services and to achieve operational excellence for our stakeholders is dependent upon having a highly trained and developed workforce and elected leaders . We are committed to developing skills and cultivating leaders. We do this to ensure that we are constantly getting better in everything we do and creating lifelong learners.

EXHIBIT 1: SPECIAL NOTICES

By signing on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

1. **RETURN OF OFFER The Offeror shall submit five (5) hardcopies of the Response Workbook. The offeror shall submit a complete proposal on a CD or flash drive as one file folder. The folder shall be identified as "RFP 19-20 – '*Original - Name of Offeror.*'" (For example: RFP 19-20 – Original - ABC Company.)**

   The Offeror shall complete all sections of the solicitation in the format given in the space provided. If additional space is needed than what is given, enter "See attachment for detail." Proposals that do not conform to the above format may be rejected.

   The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

2. **PRE-OFFER CONFERENCE & SITE VISITS**
   A Pre-Offer Conference will be held on **January 24, 2019 at 1:00 P.M. Arizona Time, located at 5850 W Glendale Avenue, Room 3A located on the 3rd floor, Glendale, AZ 85301.** Attendance is not required. Copies of the Request for Proposal (RFP) will NOT be available.

   The purpose of the conference will be to clarify the contents of the solicitation to prevent any misunderstanding of the City of Glendale's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

3. **NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS**

   The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

   From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Silent"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

4. **CONFLICT OF INTEREST** Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor's employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of Contractor's personnel that have a financial or proprietary interest in the contract; 4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.

   Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-511 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

   For purposes of this provision, the following definitions apply:

   "Employee" means all persons who are employed on a full-time, part-time or contract basis by the city of Glendale.

   "Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

5. **INQUIRIES** Any question related to the Request for Proposal shall be directed to the Contract Analyst whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, no later than **seven days** prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

6. **SPECIAL TERMS AND CONDITIONS** Additional terms and conditions specific to the provision of the services referenced will be negotiated with the successful bidder for inclusion in the contract.

7. **PUBLIC RECORD REQUIREMENTS** Offeror acknowledges that the City is a public agency and must comply with all Public Records laws and proposals submitted become the property of the City and are subject to public disclosure requirements in accordance with Arizona Public Records Law. Any portion of the proposal that the offeror deems confidential or proprietary must be clearly labeled as such. Labeling material does not automatically preclude the material from public disclosure, as the City is required to make an appropriate determination as to the confidentiality of the material in accordance with Arizona Public Records Law. It is the offeror's sole responsibility and cost to take action, including legal actions, to protect such material. Price is not confidential and will not be withheld

8. **PERMITS AND LICENSES** It is the offeror's sole responsibility to determine and secure any and all licenses and permits the contractor needs to operate the facility, from any regulatory body having jurisdiction related to the services being provided. Such costs are the exclusive responsibility of the operator, operator must also ensure appropriate licensing of any sub-contractors, operator shall notify the City in writing within two (2) working days of any suspension, revocation or renewal.

9. **NO COLLUSION OR ANTI-COMPETITIVE PRACTICES** The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices.

10. **NON-DISCRIMINATION** Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to by bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

11. **NO CONSIDERATIONS** The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.

12. **AUTHORIZED AGENT** The individual signing the submittal is an authorized agent and has the authority to bind the Offeror to the proposal and subsequent contract if awarded.

13. **KEY PERSONNEL** If awarded, Offeror shall assign a specific individual as the key point of contact for the management of the contract, subject to specific notification requirements to be included in the final contract.

14. **SITE INSPECTION** It is the responsibility of the Offeror to become familiar with any conditions which may affect the performance and cost of providing the service and this submission will serve as evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.

15. **DEFINITIONS** For purposes of this Request for Proposal and Resultant contract, the following definitions apply:
    a. "**City**" means the municipal corporation of the City of Glendale, Arizona
    b. "**Contract**" means the agreement for the procurement of goods, services and work.
    c. "**Contractor**" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.
    d. "**Offer**" means a written offer to furnish goods, services, work, materials and/or construction to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
    e. "**Offeror**" means the business, entity or person who submits an Offer in response to a competitive solicitation.
    f. "**Public Record**" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
    g. "**Purchase Order**" means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials and/or construction.
    h. "**Request for Proposal**" means a competitive solicitation issued by the City for the procurement of goods, services, work, materials and/or construction.

EXHIBIT 2: SPECIAL TERMS AND CONDITIONS

By signing on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions. The following terms are found on the City's Website and are applicable to Request for Proposal: https://www.glendaleaz.com/purchasing/terms.cfm#Requests

Standard Terms and Conditions, Request for Proposal – Revised 04-24-2009

1. **TYPE OF AWARDS** The City reserves the right to make multiple awards or to award by individual line items, by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one offeror is not in the City's best interest, "all or none" offers shall be rejected.

2. **ALTERNATE OFFERS** Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.

3. **EFFECTIVE PERIOD OF OFFER** This offer shall remain in effect for a period of one hundred and twenty (120) calendar days from the proposal due date or the best and final offer date and is irrevocable.

4. **PAYMENT TERMS** If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.

5. **UNIT PRICE TO PREVAIL** In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by the City.

6. **OFFER ERRORS OMISSIONS AND CORRECTIONS** The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.

7. **BRAND NAME REFERENCES AND TECHNICAL SPECIFICATIONS** Brand names or manufacturer's references shall be construed as a quality or performance level and does not indicate the item cited is mandatory. Technical specifications define the acceptable standard.

8. **RESTRICTIVE OFFER PROVISIONS** If specifications preclude an otherwise qualified offeror from submitting an offer, a written request for modification must be received by the Buyer at least seven (7) calendar days prior to the proposal due date. All offerors will be notified by a written addendum to the solicitation of any approved changes.

9. **DEFAULT** In case of default by the contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.

10. **TERMINATION FOR CONVENIENCE** The City reserves the right to terminate any order or contract upon thirty days written notice. The City will be responsible only for those standard items which have been delivered and accepted. If the items are unique and not saleable or useable for any

other application, the City will reimburse the Seller for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-process, and completed but undelivered goods will pass to the City after costs are claimed and allowed.

11. **SUB-CONTRACTING** The contract or any portion thereof, shall not be sub-contracted without the prior written approval of the Materials Manager. No such approval will be construed as making the City a party of or to such sub-contract, or subjecting the City to liability of any kind to any sub-contractor. No sub-contract shall, under any circumstances, relieve the contractor of liability and obligation under this contract; and despite any such subletting the City shall deal through the contractor. Sub-contractors will be dealt with as workmen and representatives of the contractor.

12. **M.S.D.S.** Contractor is to supply Materials Safety Data Sheets (M.S.D.S.) in accordance with Federal requirements. Contractor entering the City workplace with hazardous materials will supply the City with a M.S.D.S. covering those particular products the contractor may expose City employees or the general public to while working at the site.

13. **GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the City of Glendale and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of orrecovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

14. **RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS** The offeror's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.

15. **RESPONSIBILITY FOR CORRECTION** It is agreed that the offeror shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of a call back, Offeror agrees to give the City first priority. Offeror agrees that if the product or service offered does not comply with the written specification, the Materials Manager has the right to cancel the sale at any time with full refund within thirty (30) calendar days after notice of noncompliance and offeror further agrees to be fully responsible for any consequential damages suffered by the City.

16. **WARRANTY** Unless otherwise specified, all items shall be guaranteed for a minimum period of one year against defects in material and workmanship. During the period, if a defect should occur, that item shall be repaired or replaced by the Seller at no obligation to the City, except where it be shown that the defect was caused by misuse and not by faulty manufacture. The offeror expressly warrants all items

to be new, free from defects in design, materials, and workmanship, and to be fit and sufficient for their intended purpose. Any sample submitted shall create an expressed warranty that the whole of the goods shall conform to the sample or model.

17. **REJECTION OF OFFERS** The City reserves the right to reject any or all offers, or any part thereof; to accept any offer or any part thereof; or to waive any informalities when it is deemed to be in the City's best interest.

18. **DELAY IN EXERCISING CONTRACT REMEDY** Failure or delay by the City to exercise any right, power, or privilege shall not be deemed a waiver thereof.

19. **TAX EXEMPTION** The City is exempt from paying Federal Excise Taxes and will furnish an exemption certificate upon request.

20. **ORDER OF PRECEDENCE** In the event of conflict, the following precedence shall prevail: (1) Special Terms and Conditions incorporated by attachment; (2) Special Terms and Conditions; (3) Drawings and Specifications; (4) referenced documents; and (5) the Standard Terms and Conditions.

21. **CHANGES** The City reserves the right to make changes in any of the following: (a) specifications; (b) methods of shipment; (c) place of delivery; (d) time of delivery; (e) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty days from receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless in writing and approved by the Materials Manager prior to the institution of the change.

22. **LATE SUBMISSION OF CLAIM** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.

23. **PROTEST OF AWARD** Any person who has an objection to the awarding of a solicitation by the City, pursuant to competitive solicitation procedures, shall lodge that protest, in writing, with the Materials Manager. The protest should specifically identify the objection to the award, pursuant to the formal purchase procedure. The protest must be submitted no later than seven (7) calendar days after the notice of intent to award is posted on the City's Materials Management, Internet home page at www.glendaleaz.com/purchasing. Untimely protests will not be considered.

24. **REMEDIES** City shall have, in addition to the remedies provided herein, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona. Contractor shall have, subject to the limitation imposed by the terms of this agreement, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona.

25. **ASSIGNMENT** Neither an order nor monies due thereunder shall be assigned in whole or in part without the City's prior written consent.

26. **ADDENDA** Any change to the proposal will be in the form of a numbered addendum issued by Materials Management. The addendum will be furnished to all who received the proposal. The City will not be responsible for any oral or written instructions made by any employees, officers, contracted consultant or agent of the City in regard to the proposal. The City will not be responsible for offerors adjusting their offer based on oral or written instructions.

27. **SPECIAL ACCOMMODATIONS** Please contact Procurement at 930-2862 at least 3 days prior to the meeting for special accommodation. Hearing impaired persons, please use the Arizona Relay Service (1-800-367-8939).

28. **OFFER IDENTIFICATION** The City is not responsible for the pre-opening of, post-opening of, or the failure to open, an offer not properly addressed or identified.

29. **OFFER TABULATION** An electronic copy of the scoring may be requested by e-mailing the Procurement office at materialsmanagement@glendaleaz.com and referencing the proposal title and number. The information will be available for distribution when the City has completed its evaluation process of the offers received.

30. **LIABILITY** Except for the sole negligence of the City, its officers, managers, employees, or agents, Contractor shall be liable to the City for any physical damage to City property or for the death of, or personal injury to, City personnel arising out of Contractor's occupancy, maintenance, repair, replacement, installation and/or any other work performed pursuant to the contract. Contractor agrees to indemnify, defend and hold the City harmless from any claim or loss arising from such damage or injury.

31. **OSHA GUIDELINES** The contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.

32. **PATENTS** Seller agrees to defend City at seller's own expense, in all suit, actions, or proceedings in which City is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from City's use of the goods purchased as a result of this RFP. Seller further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against City. Seller agrees to indemnify and hold harmless the City from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of City's purchase and use of goods supplied by the seller. It is expressly agreed by seller, that these covenants are irrevocable and perpetual.

33. **VENDOR PERFORMANCE** Prior offeror performance in regard to product, service, or representation of/from the offeror may be used in evaluation of this offer. Unsatisfactory performance to the City may be considered sufficient grounds for rejection of this offer. No offer will be awarded to any offeror who is in default on any contract with the City.

34. **FUND APPROPRIATION CONTINGENCY** The contractor and the City recognize that the continuation of any contract after the close of any given fiscal year of the City; which ends on June 30, shall be subject to the approval of the budget of the City providing the contract item is an expenditure therein. The City does not guarantee that the budget item will be actually adopted, as it is the determination of the City Council at the time of the adoption of the budget.

35. **NOTIFICATION OF AWARD** The successful offeror(s) will be notified that their offer has been accepted by the City Council as recommended for award.

36. **FOB DESTINATION** Prices quoted shall be FOB destination to: City of Glendale

37. **CONTRACT PRICING** All prices offered to the City shall be firm and fixed for the specified contract period. The Unit Price shall include, but is not limited to, labor, equipment, tools, materials, supplies, shipping, licenses, fees, insurance, profit, and any other associated direct or indirect costs.

38. **TERM OF AGREEMENT** The term of this agreement shall be for a one (1) year initial period upon approval by the City Council.

39. **OPTION TO EXTEND** The City, may, at its option and upon mutual agreement with the Contractor, extend the term of this agreement for an additional four (4) years, in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Procurement Division of the City's intention to extend the contract period at least 60 calendar days prior to the expiration of the original contract period.

40. **PRICE ADJUSTMENTS** Prices quoted shall be firm and fixed for each interval (each one-year interval) for as long as this contract remains in effect. Contractor shall submit all requests for price adjustments ninety (90) days prior to the expiration of the one-year interval. The request shall be in writing and include supporting justification for the proposed adjustment. The City will review the request and shall determine if the adjustment shall be granted or if an alternate option is in the best interest of the City

41. **COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: http://www.mesaaz.gov/business/purchasing/save

42. **PROHIBITIONS** - Contractor, and on behalf any subcontractor, certifies, to the extent applicable under A.R.S. §§ 35-391 *et seq* and 35-393 *et seq,* that neither has "scrutinized" business operations, as defined in the proceeding statutes, in the countries of Sudan or Iran.

43. **IMMIGRATION LAW COMPLIANCE** Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program. Any breach of warranty described above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement. City of Glendale ("City") retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty described above. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty described above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section. Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City. Contractor's warranty and obligations under this Section I to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement. The "E-Verify Program" above means the employment

verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

44. **CONTRACT ADMINISTRATOR** The staff member identified as the Contract Administrator for a solicitation serves as the liaison between Materials Management, the city and the successful contractor. The Contract Administrator manages the contract, overseeing the daily operations, scheduling, performance and compliance of the agreement by all parties. The Contract Administrator is responsible for:
    a. Establishing and maintaining records and documentation
    b. Monitoring the contractor's performance
    c. Handling issues and disputes
    d. Exercising extension options
    e. Initiating contract modifications
    f. Initiating rebids or new solicitations

45. **OFFICIAL TIME CLOCK** The official time clock used to verify the date and time an offer is received is located at the City of Glendale, Procurement office. An offer is considered to be in the actual possession of Procurement upon being stamped by the official time clock, before the official due date and time.

EXHIBIT 3: Insurance Requirements

By signing on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

1) **INSURANCE REQUIREMENTS.** OFFEROR shall procure and maintain for the duration of the License, insurance against claims for injury to persons or damage to property that may arise from or in connection with this License. The *insurance requirements* herein are minimum requirements for this License and in no way limit the indemnity covenants contained in this License. The City of Glendale in no way warrants that the minimum limits contained herein is sufficient to protect the OFFEROR from liabilities that might arise out of this License. OFFEROR is free to purchase such additional insurance as OFFEROR determines necessary.

   a) **Minimum Scope and Limits Of Insurance**: OFFEROR shall provide coverage with limits of liability not less than those stated below.

      i) **Commercial General Liability – Occurrence Form**
      Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Damage to Licensed Premises	$ 500,000

      (1) The policy shall be endorsed to include the following additional insured language: **"The City of Glendale, and its departments, *officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the use and/or occupancy of the property subject to this License.*** Such additional insured shall be covered to the full limits of liability purchased by the OFFEROR, even if those limits of liability are in excess of those required by this License.

      (2) Policy shall contain a waiver of subrogation endorsement in favor of the **"City of Glendale, and its departments, officers, officials, agents, employees and volunteers"** for losses arising from License. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

      ii) **Business Automobile Liability**
      Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement. Combined Single Limit (CSL) $1,000,000.

      (1) The policy shall be endorsed to include the following additional insured language: "The City of Glendale, and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the OFFEROR, involving automobiles owned, Licensed, hired or borrowed by the OFFEROR." Such additional insured shall be covered to the full limits of liability purchased by the OFFEROR, even if those limits of liability are in excess of those required by this License.

(2) Policy shall contain a waiver of subrogation endorsement in favor of the "City of Glendale, and its departments, officers, officials, agents, employees and volunteers" for losses arising from work performed by or on behalf of the OFFEROR. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

iii) **Worker's Compensation and Employers' Liability**

Workers' Compensation Statutory Employers' Liability	
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

(1) Policy shall contain a waiver of subrogation endorsement in favor of the **"City of Glendale, and its departments, officers, officials, agents, employees and volunteers"** for losses arising from OFFEROR activities. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

iv) Property Insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision

(1) Policy shall contain a waiver of subrogation endorsement in favor of the **"City of Glendale, and its departments, officers, officials, agents, employees and volunteers"** for losses arising from the License. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

v) **Professional Liability (Errors and Omissions Liability)**
Policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services.

Each Claim	$2,000,000
Annual Aggregate	$4,000,000

(1) In the event that the professional liability insurance required is written on a claims-made basis, any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

vi) **Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:**

(1) Policies shall stipulate that the insurance afforded by the organization shall be primary insurance and that any insurance carried by the City of Glendale shall be excess and not contributory insurance.

(2) Coverage provided by the organization shall not be limited to the liability assumed under the indemnification provisions of the license or contract.

	City of Glendale Solicitation Number: RFP 19-20 GENERATOR MAINTENANCE RESPONSE WORKBOOK	

OFFER SHEET (Must be printed, signed and returned)

Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

[signature]	2-12-2019
Authorized Signature	Date
Doug Varner	Cummins Inc.
Printed Name (Authorized Signatory)	Legal Company Name
Regional General Manager	Offeror Certifies it is a (check only one): ☐ Proprietorship ☐ Partnership ☒ Corporation
Job Title	
douglas.varner@cummins.com	1051 H. 101st Ave
Email Address	Mailing Address
623-474-2086	Avondale, AZ, 85323
Phone Number	City, State & Zip Code

Questions regarding this offer should be directed to (if different from above):

Justin Leon	480-510-4345	justin.leon@cummins.com
Contact Name	Phone Number	Email Address

FEDERAL TAXPAYER ID NUMBER (Required): 35-0257090

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS: ☐ Yes ☒ No

DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?

☒ Yes, Number 21127214 Tax Rate: 8.6% OR ☐ No, not required to have an Arizona TPT License

CONFLICT OF INTEREST (SPECIAL NOTICES):

☒ No, I do not have a conflict of interest

☐ Yes, I have a conflict of interest and response includes the disclosure required (see Exhibit 1, Item #3)

ACKNOWLEDGEMENTS:

By signing this Offer Sheet and submitting the accompanying solicitation response, Offeror is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the EXHIBITS PACKAGE and checked off below. Failure to provide this acknowledgement will result in disqualification.

☒ **Exhibit 1 – Special Notices**

☒ **Exhibit 2 – RFP Standard Terms and Conditions**

☒ **Exhibit 3 – Insurance Requirements**

☒ **Exhibit 4 – Template Agreement**

REQUIRED RESPONSES:

Offeror's answers to the following questions will comprise the Offeror's response to this RFP. It should be noted that all attachments or exhibits prepared by the City and referenced herein are incorporated by reference into the Offeror's response and shall be included in a final contract with the successful Offeror. Information prepared by the Offeror and submitted with their proposal *may* be incorporated into a final contract (for example program offerings, curriculum, key personnel, or performance metrics).

1. Executive Summary

1.1. Introduce your company, highlight your ability and willingness to meet or exceed the specifications and requirements of this RFP, and explain why your firm is most qualified.

Answer 1.1: Cummins sales and service is our registered trade name of Cummins Inc. In North America. Cummins inc, a global power leader, is a corporation of complementary business units that design, manufacture, distribute and service diesel and natural gas engines as well as related technologies. Cummins is head quartered in Columbus Indiana, and currently employs approximately 55,000 people world wide and serves customers in approximately 190 countries. Cummins portrays as reliable and dependable, offering service at the highest proven value.

1.2. List all licenses and permits required by Federal, State and Local Agencies that you possess.

Answer 1.2: Business Liences in the City of; Eloy, Peoria, Fountain Hills, and Santa Fe Arizona Department of Weights and Measures Device License, various tribal licenses, Arizona TPT license

Cummins is not subject to contractor licensure requirements in AZ

2. Experience, Proven Performance, & Qualifications

2.1. Company Background: Include a brief history of your organization including the past performance on project of similar scope and size, level of knowledge, reliability, flexibility and ability to meet project deadlines.

Answer 2.1: Cummins performs services for similar scopes for the following: school districts, municipalities, hospitals, data centers, warehouses, and commercial buildings. Cummins has had no issue to meet deadlines or offer a reliable and dependable service.

2.2. With which type and brand of generator do you have the most experience working?

Answer 2.2: We are most familiar working on cummins units because we are cummins, however we have great experience working on other brand units such as Generac, CAT, Detroit Diesel etc.

2.3. Has your company recently provided maintenance services for any major accounts with demands that are similar to those in this RFP?

Answer 2.3: The Cummins' Phoenix branch provides maintenance for a wide variety of major accounts. These major accounts include data centers, hospitals, cities, school districts, clinics, warehouses, and commercial buildings. Many of these accounts have similar demands to this current RFP.

2.4. What are your hours of operation? Are you able to provide 24-hour emergency work?

Answer 2.4: We provide 24-Hour emergency service 365 days a year, hours of operation are 7-5 for normal hours.

2.5. Has your company ever had a contract terminated for unsatisfactory performance? If so, what measures have you installed to prevent this situation from happening again?

Answer 2.5: There has not been an incident where we were terminated for unsatisfactory performance.

3. References

3.1. Provide 1-3 valid references from those that you have provided similar services within the last three years. Reference information must include all the following: Company Name, Contact Person and Title, Phone #, Email Address, Date of Service, Description of Service.

Answer 3.1: See Attached Sheet For Detail

ADDENDUM RESPONSES AND ACKNOWLEDGEMENT:

Attach addendum response(s) and acknowledgement(s) here.

CONFLICT OF INTEREST STATEMENT:

If Offeror indicated they have a conflict of interest on the Offer Sheet, Offeror must provide details here. Please refer to the CONFLICT OF INTEREST section on page 1 of the EXHIBITS PACKAGE for required information to be included here.

NONE

References

1.) City of Glendale Fire Department

- Donald Jesse-Coordinator of Glendale Fire Dept
- Serviced since July 11, 2013 City of Glendale
- Preventive Maintenance for Generator service for Glendale fire Departments
- 623 696 9159
- djessee@glendaleaz.com

2.) Roosevelt School District 66

- Heather Cruickshank-Director of Child Nutrition
- March 2018
- Preventive maintenance for their 800KW unit
- 602 243 4835
- Heather.cruickshank@rsd.k12.az.us

3.) Aligned Energy Data Center

- Krist Loumanis- Operations Manager
- 480 297 3302
- Krist.loumanis@alignedenergy.com
- In 2017, Krist was working at a different data center, we were doing Preventive maintenance for him there. Krist is now at Aligned Energy and Chose us to service 8 1750 kw generators.

RFP 19-20

Generator Maintenance

As a result of the pre-offer conference conducted on January 24, 2019, the following revisions and clarifications have been made to Request for Proposals No. 19-20:

Proposal Due Date Changed to February 14, 2019 at 2:00 P.M. Local Time.

CLARIFICATION:

1. Section 1, Item 1.2.9
   Service or replace air filter if needed: Change to inspect air filter. Air filter replacement will be charged as an additional service.

   Power Washing – change to Visual inspection only and that Power Washing and/or Steam Cleaning will be charged as an additional service.

   2 Hour Load Banking Test at 100%: Change to 2 Hour Load Banking Test at 80% per NFPA 110 guidelines.

2. Section 1, Item 1.2.12 Specifications
   Add that Fuel quality test will be performed semi-annually per ASTM 975 Standards. Test to include Varnish, Bio Diesel and Petroxy test as needed.

3. Section 3.1.2 Pricing for Annual Maintenance Including Parts and Labor:
   Change June Annual Maintenance Cost Per Unit to **September** Annual Maintenance Cost Per Unit.

ADDITION:

1. Add Section 1, Item 1.2.13

- The contractor shall be responsible for providing all maintenance related run-time information as a result of preventive maintenance, testing, and repair service
  - Provide and maintain a written log book on site documenting the following:
    - Date and time of the service
    - Description of the service
    - Beginning hour meter reading
    - Ending hour meter reading
  - Provide the above information on each field report submitted for any service, and make the information available on line through the customer portal

CITY OF GLENDALE
Procurement Division
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-2864

ADD:

1.5 Generator Information

Generator	Address	Manufacturer	Model No.	Tank Capacity	Voltage	Serial No.
1500 KW Caterpillar (Two Units)	5901 North Glen Harbor Boulevard	CAT			12,470	6WN00351
1500 KW Caterpillar (Two Units)	5901 North Glen Harbor Boulevard	CAT			12,478	6WN00353
1000 KW Caterpillar	9802 West Camelback Road	Cummins/ONAN	DFHD-5635416		480	K030567449
500 KW Caterpillar	6893 North Glen Harbor Boulevard	CAT	3492		480	TM4372
125 KW Onan	111719 West Glendale Avenue	Onan	DGEA-4477361		480	C000075351
225 KW Cummins	14904 North 67th Avenue	Cummins	B4-3533		480	465-139
40 KW Kohler	12995 North 55th Avenue	Kohler	40ROZ201		480	1888859
100 KW Onan	5175 West Arrowhead Lakes Drive	Onan	GGHD-3382578		480	L990029512
350KW Onan	6790 West Deer Valley Road	Onan	350DFCC		480	H910414694
1100 KW Caterpillar	7970 West Bethany Home Road	CAT	3512DITA		480	24207636

750 KW Onan	4805 West Cholla Street	Onan	750DFHA		480	B980695115
300 KW Onan	4805 West Cholla	Onan	300DFCB		480	B000065349
75 KW Onan	4805 West Cholla	Onan	50DGCA		480	G000132099
1250 KW Detroit Diesel (Two Units)	8180 West Union Hills	Spectrum	1250DS		480	606822
1250 KW Detroit Diesel (Two Units)	8180 West Union Hills	Spectrum	1250DS		480	606821
300 KW Cummins	17500 North 83rd Avenue	Cummins	300DFCB		480	B050750996
350 KW Generac	19600 North 79th Avenue	Generac	1490020200		480	2062208
600 KW Detroit Diesel	28101 North 63rd Avenue	Detroit	1646806741		480	818677305
1750 KW Cummins (Two Units)	7070 West Northern Avenue	Cummins	1750DQKB		480	I060976129
1750 KW Cummins (Two Units)	7070 West Northern Avenue	Cummins	1750DQKB		480	H060960117
Generator	Address	Manufacturer	Model Year	Tank Capacity	Voltage	Serial No.
275 KW Onan	5850 West Glendale Avenue	Onan	1982	250	275	E820621105
150 KW Generac	6210 W Myrtle	Generac	1998	100	150	2041295

125 KW Cummins	5959 W Brown Street	Cummins	1987	250	125	J860850572
250 KW Kohler	6835 N 57th Drive	Kohler	1992	250	250	278865
1000 KW Cummins Diesel (Two Units)	11550 W Glendale Avenue	Cummins	2006	1700	1000	I060967892
1000 KW Cummins Diesel (Two Units)	11550 W Glendale Avenue	Cummins	2006	145	80	J060982093
50 KW Kohler (Two Units)	6801 N Glen Harbor – Tower	Kohler	1998	100	50	392690
50 KW Kohler (Two Units)	6801 N Glen Harbor	Generac	1987	100	50	0812338
15 KW Generac	4439 W Peoria	Generac	1983	100	15	0720042
50 KW Katolight	14061 N 59th Avenue	Katolight	1998	100	50	642937 60275
80 KW Cummins	17159 N 63rd Avenue	Cummins	2005	145	80	C050764494
100 KW Generac	6255 W Union Hills Drive	Generac	1985	250	100	860889
40 KW Katolight	6801 W Deer Valley Rd	Katolight	1999	100	40	LM642746 60276
80 KW Generac	9658 N 59th Avenue	Generac	1997	100	80	2034170
250 KW Generac	6851 North 52nd Avenue	Generac		100	250	2100792

CITY OF GLENDALE
Procurement Division
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-2864

230 KW Cummins	6261 N 83rd Avenue	Cummins	2003	420	230	B030464839
50 KW Katolight	6850 W Bethany Home Road	Katolight	2000	100	50	642939 60279
30 KW Katolight	7505 N 55th Ave	Katolight			30	LM643599 60269
80 KW Multiquip (Two Units)	7505 N 55th Ave – Mobile 1	Multiquip			80	PE4045T685550
80 KW Multiquip (Two Units)	7505 N 55th Ave – Mobile 2	Multiquip			80	PE4045T66369
43 KW Hipower	7505 N 55th Ave	Hipower	2012		43	X1CH43543
60 KW Generac	11480 W Glendale Ave	Generac	2016	100	60	9713694

EXHIBIT B

GENERATOR MAINTENANCE

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation based on the Pricing outlined in RFP 19-20.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $650,000.

DETAILED PROJECT COMPENSATION

See attached Exhibit B.

3. PRICING/COST WORKBOOK

The quantities referenced in this solicitation are an annual estimate ONLY and are to be used for evaluation purposes only. No commitment of any quantity is made during this contract; purchases are on an as-needed, if needed basis.

The not-to-exceed amount shall include all fees and costs associated with the purchase and shipment of the equipment. Tax shall not be included.

3.1 PRICING STRUCTURE

3.1.1 PRICING FOR REGULAR PERIODIC MAINTENANCE INCLUDING PARTS AND LABOR

Generator	Address	Facility Name	Regular Maintenance Cost Per Unit Per Event (March, June and Dec.)	Estimated Annual Maintenance Cost Per Unit
1500 KW Caterpillar (Two Units)	5901 North Glen Harbor Boulevard	West Area Water Reclamation Facility	$1,004.00	$3,012.00
1000 KW Caterpillar	9802 West Camelback Road	Raw Sewage Pump Station	$502.00	$1,506.00
500 KW Caterpillar	6893 North Glen Harbor Boulevard	Airport Lift Station	$457.00	$1,371.00
125 KW Onan	111719 West Glendale Avenue	Aquifer Recharge Facility	$412.00	$1,236.00
225 KW Cummins	14904 North 67th Avenue	67th and AC/DC Lift Station	$434.50	$1,303.50
40 KW Kohler	12995 North 55th Avenue	55th and Dahlia Lift Station	$412.00	$1,236.00
100 KW Onan	5175 West Arrowhead Lakes Drive	Arrowhead Manor Booster Station	$412.00	$1,236.00
350KW Onan	6790 West Deer Valley Road	Hillcrest Ranch Booster Station	$457.00	$1,371.00
1100 KW Caterpillar	7970 W. Bethany Home Road	Zone Four Reservoir	$502.00	$1,506.00
750 KW Onan	4805 West Cholla Street	Zone One Booster Station	$457.00	$1,371.00

GLENDALE	City of Glendale Solicitation Number: RFP 19-20 GENERATOR MAINTENANCE PRICING WORKBOOK	CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301

Generator	Address	Facility Name	Regular Maintenance Cost Per Unit Per Event (March, June and Dec.)	Estimated Annual Maintenance Cost Per Unit
300 KW Onan	4805 West Cholla	Cholla Admin	$434.50	$1,303.50
75 KW Onan	4805 West Cholla	Cholla Chlorine Scrubber	$412.00	$1,236.00
1250 KW Detroit Diesel (Two Units)	8180 West Union Hills	Arrowhead Ranch Water Reclamation Facility	$1,004.00	$3,012.00
300 KW Cummins	17500 North 83rd Avenue	83rd Avenue Lift Station	$434.50	$1,303.50
350 KW Generac	19600 North 79th Avenue	Oasis Recharge Site	$457.00	$1,371.00
600 KW Detroit Diesel	28101 North 63rd Avenue	Pyramid Peak	$457.00	$1,371.00
1750 KW Cummins (Two Units)	7070 West Northern Avenue	Oasis Water Treatment Plant	$1,004.00	$3,012.00
275 KW Onan	5850 West Glendale Avenue	Glendale City Hall	$434.50	$1,303.50
150 KW Generac	6210 W Myrtle	OPS Complex	$412.00	$1,236.00
125 KW Cummins	5959 W Brown Street	Glendale Main City Library	$412.00	$1,236.00
250 KW Kohler	6835 N 57th Drive	Main Police Station	$434.50	$1,303.50
1000 KW Cummins Diesel (Two Units)	11550 W Glendale Avenue	Glendale Regional Training Center	$1,004.00	$3,012.00
50 KW Kohler (Two Units)	6801 N Glen Harbor	Glendale Airport	$824.00	$2,472.00
15 KW Generac	4439 W Peoria	Fire Station 154	$412.00	$1,236.00
50 KW Katolight	14061 N 59th Avenue	Fire Station 153	$412.00	$1,236.00

GLENDALE	City of Glendale Solicitation Number: RFP 19-20 GENERATOR MAINTENANCE PRICING WORKBOOK	CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301

Generator	Address	Facility Name	Regular Maintenance Cost Per Unit Per Event (March, June and Dec.)	Estimated Annual Maintenance Cost Per Unit
80 KW Cummins	17159 N 63rd Avenue	Fire Station 159	$412.00	$1,236.00
100 KW Generac	6255 W Union Hills Drive	Fire Station 155	$412.00	$1,236.00
40 KW Katolight	6801 W Deer Valley Rd	Fire Station 156	$412.00	$1,236.00
80 KW Generac	9658 N 59th Avenue	Fire Station 157	$412.00	$1,236.00
250 KW Generac	6851 North 52nd Avenue	Fire Station 151	$434.50	$1,303.50
230 KW Cummins	6261 N 83rd Avenue	Fire Station 158	$434.50	$1,303.50
50 KW Katolight	6850 W Bethany Home Road	Fire Station 152	$412.00	$1,236.00
30 KW Katolight	7505 N 55th Ave	Fire Support	$412.00	$1,236.00
80 KW Multiquip (Two Units)	7505 N 55th Ave	Fire Support	$412.00	$1,236.00
43 KW Hipower	7505 N 55th Ave	Fire Support	$412.00	$1,236.00
60 KW Generac	11480 W Glendale Ave	Landfill	$412.00	$1,236.00
		Total (3.1.1)	$18,174.50	$54, 524.50

3.1.2 PRICING FOR ANNUAL MAINTENANCE INCLUDING PARTS AND LABOR

Generator	Address	Facility Name	June Annual Maintenance Cost Per Unit
1500 KW Caterpillar (Two Units)	5901 North Glen Harbor Boulevard	West Area Water Reclamation Facility	$2,204.00 per unit
1000 KW Caterpillar	9802 West Camelback Road	Raw Sewage Pump Station	$1,834.00
500 KW Caterpillar	6893 North Glen Harbor Boulevard	Airport Lift Station	$1,094.00
125 KW Onan	111719 West Glendale Avenue	Aquifer Recharge Facility	$749.00
225 KW Cummins	14904 North 67th Avenue	67th and AC/DC Lift Station	$933.50
40 KW Kohler	12995 North 55th Avenue	55th and Dahlia Lift Station	$684.50
100 KW Onan	5175 West Arrowhead Lakes Drive	Arrowhead Manor Booster Station	$699.30
350KW Onan	6790 West Deer Valley Road	Hillcrest Ranch Booster Station	$1,094.00
1100 KW Caterpillar	7970 West Bethany Home Road	Zone Four Reservoir	$1,834.00
750 KW Onan	4805 West Cholla Street	Zone One Booster Station	$1,399.00
300 KW Onan	4805 West Cholla	Cholla Admin	$1,094.00
75 KW Onan	4805 West Cholla	Cholla Chlorine Scrubber	$699.30
1250 KW Detroit Diesel (Two Units)	8180 West Union Hills	Arrowhead Ranch Water Reclamation Facility	$1,834.00 per unit
300 KW Cummins	17500 North 83rd Avenue	83rd Avenue Lift Station	$1,094.00
350 KW Generac	19600 North 79th Avenue	Oasis Recharge Site	$1,094.00
600 KW Detroit Diesel	28101 North 63rd Avenue	Pyramid Peak	$1,399.00
1750 KW Cummins (Two Units)	7070 West Northern Avenue	Oasis Water Treatment Plant	$2,586.00 per unit
275 KW Onan	5850 West Glendale Avenue	Glendale City Hall	$1,094.00
150 KW Generac	6210 W Myrtle	OPS Complex	$749.00
125 KW Cummins	5959 W Brown Street	Glendale Main City Library	$749.00
250 KW Kohler	6835 N 57th Drive	Main Police Station	$933.50

GLENDALE	**City of Glendale** **Solicitation Number: RFP 19-20** **GENERATOR MAINTENANCE** **PRICING WORKBOOK**	CITY OF GLENDALE Procurement Department 8850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301

Generator	Address	Facility Name	June Annual Maintenance Cost Per Unit
1000 KW Cummins Diesel (Two Units)	11550 W Glendale Avenue	Glendale Regional Training Center	$1,834.00 per unit
50 KW Kohler (Two Units)	6801 N Glen Harbor	Glendale Airport	$699.30 per unit
15 KW Generac	4439 W Peoria	Fire Station 154	$632.50
50 KW Katolight	14061 N 59th Avenue	Fire Station 153	$699.30
80 KW Cummins	17159 N 63rd Avenue	Fire Station 159	$699.30
100 KW Generac	6255 W Union Hills Drive	Fire Station 155	$699.30
40 KW Katolight	6801 W Deer Valley Rd	Fire Station 156	$684.50
80 KW Generac	9658 N 59th Avenue	Fire Station 157	$699.30
250 KW Generac	6851 North 52nd Avenue	Fire Station 151	$933.50
230 KW Cummins	6261 N 83rd Avenue	Fire Station 158	$933.50
50 KW Katolight	6850 W Bethany Home Road	Fire Station 152	$699.30
30 KW Katolight	7505 N 55th Ave	Fire Support	$684.50
80 KW Multiquip (Two Units)	7505 N 55th Ave	Fire Support	$699.30 per unit
43 KW Hipower	7505 N 55th Ave	Fire Support	$684.50
60 KW Generac	11480 W Glendale Ave	Landfill	$699.30
		Total (3.1.2)	**$47,689.10**

3.1.3 PRICING FOR EMERGENCY REPAIRS REGULAR BUSINESS HOURS (6:00 AM - 6:00 PM)

Generator	Address	Facility Name	Regular Hours Emergency Repairs Cost Per Unit Per Regular Business Hour
1500 KW Caterpillar (Two Units)	5901 North Glen Harbor Boulevard	West Area Water Reclamation Facility	$90.00 per unit
1000 KW Caterpillar	9802 West Camelback Road	Raw Sewage Pump Station	$90.00
500 KW Caterpillar	6893 North Glen Harbor Boulevard	Airport Lift Station	$90.00
125 KW Onan	111719 West Glendale Avenue	Aquifer Recharge Facility	$90.00
225 KW Cummins	14904 North 67th Avenue	67th and AC/DC Lift Station	$90.00
40 KW Kohler	12995 North 55th Avenue	55th and Dahlia Lift Station	$90.00
100 KW Onan	5175 West Arrowhead Lakes Drive	Arrowhead Manor Booster Station	$90.00
350KW Onan	6790 West Deer Valley Road	Hillcrest Ranch Booster Station	$90.00
1100 KW Caterpillar	7970 West Bethany Home Road	Zone Four Reservoir	$90.00
750 KW Onan	4805 West Cholla Street	Zone One Booster Station	$90.00
300 KW Onan	4805 West Cholla	Cholla Admin	$90.00
75 KW Onan	4805 West Cholla	Cholla Chlorine Scrubber	$90.00
1250 KW Detroit Diesel (Two Units)	8180 West Union Hills	Arrowhead Ranch Water Reclamation Facility	$90.00 per unit
300 KW Cummins	17500 North 83rd Avenue	83rd Avenue Lift Station	$90.00
350 KW Generac	19600 North 79th Avenue	Oasis Recharge Site	$90.00
600 KW Detroit Diesel	28101 North 63rd Avenue	Pyramid Peak	$90.00
1750 KW Cummins (Two Units)	7070 West Northern Avenue	Oasis Water Treatment Plant	$90.00 per unit
275 KW Onan	5850 West Glendale Avenue	Glendale City Hall	$90.00
150 KW Generac	6210 W Myrtle	OPS Complex	$90.00
125 KW Cummins	5959 W Brown Street	Glendale Main City Library	$90.00
250 KW Kohler	6835 N 57th Drive	Main Police Station	$90.00

GLENDALE	**City of Glendale** **Solicitation Number: RFP 19-20** **GENERATOR MAINTENANCE** **PRICING WORKBOOK**	CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301

Generator	Address	Facility Name	Regular Hours Emergency Repairs Cost Per Unit Per Regular Business Hour
1000 KW Cummins Diesel (Two Units)	11550 W Glendale Avenue	Glendale Regional Training Center	$90.00 per unit
50 KW Kohler (Two Units)	6801 N Glen Harbor	Glendale Airport	$90.00 per unit
15 KW Generac	4439 W Peoria	Fire Station 154	$90.00
50 KW Katolight	14061 N 59th Avenue	Fire Station 153	$90.00
80 KW Cummins	17159 N 63rd Avenue	Fire Station 159	$90.00
100 KW Generac	6255 W Union Hills Drive	Fire Station 155	$90.00
40 KW Katolight	6801 W Deer Valley Rd	Fire Station 156	$90.00
80 KW Generac	9658 N 59th Avenue	Fire Station 157	$90.00
250 KW Generac	6851 North 52nd Avenue	Fire Station 151	$90.00
230 KW Cummins	6261 N 83rd Avenue	Fire Station 158	$90.00
50 KW Katolight	6850 W Bethany Home Road	Fire Station 152	$90.00
30 KW Katolight	7505 N 55th Ave	Fire Support	$90.00
80 KW Multiquip (Two Units)	7505 N 55th Ave	Fire Support	$90.00
43 KW Hipower	7505 N 55th Ave	Fire Support	$90.00
60 KW Generac	11480 W Glendale Ave	Landfill	$90.00
		Total (3.1.3)	**$3,780**

3.1.4 PRICING FOR EMERGENCY REPAIRS AFTER HOURS (6:01 PM to 5:59 AM After hours emergency includes weekend calls and days that fall on City holidays)

Generator	Address	Facility Name	After-Hours Emergency Repairs Cost Per Unit
1500 KW Caterpillar (Two Units)	5901 North Glen Harbor Boulevard	West Area Water Reclamation Facility	$135.00 per unit
1000 KW Caterpillar	9802 West Camelback Road	Raw Sewage Pump Station	$135.00
500 KW Caterpillar	6893 North Glen Harbor Boulevard	Airport Lift Station	$135.00
125 KW Onan	111719 West Glendale Avenue	Aquifer Recharge Facility	$135.00
225 KW Cummins	14904 North 67th Avenue	67th and AC/DC Lift Station	$135.00
40 KW Kohler	12995 North 55th Avenue	55th and Dahlia Lift Station	$135.00
100 KW Onan	5175 West Arrowhead Lakes Drive	Arrowhead Manor Booster Station	$135.00
350KW Onan	6790 West Deer Valley Road	Hillcrest Ranch Booster Station	$135.00
1100 KW Caterpillar	7970 West Bethany Home Road	Zone Four Reservoir	$135.00
750 KW Onan	4805 West Cholla Street	Zone One Booster Station	$135.00
300 KW Onan	4805 West Cholla	Cholla Admin	$135.00
75 KW Onan	4805 West Cholla	Cholla Chlorine Scrubber	$135.00
1250 KW Detroit Diesel (Two Units)	8180 West Union Hills	Arrowhead Ranch Water Reclamation Facility	$135.00 per unit
300 KW Cummins	17500 North 83rd Avenue	83rd Avenue Lift Station	$135.00
350 KW Generac	19600 North 79th Avenue	Oasis Recharge Site	$135.00
600 KW Detroit Diesel	28101 North 63rd Avenue	Pyramid Peak	$135.00
1750 KW Cummins (Two Units)	7070 West Northern Avenue	Oasis Water Treatment Plant	$135.00 per unit
275 KW Onan	5850 West Glendale Avenue	Glendale City Hall	$135.00
150 KW Generac	6210 W Myrtle	OPS Complex	$135.00

GLENDALE	**City of Glendale** **Solicitation Number: RFP 19-20** **GENERATOR MAINTENANCE** **PRICING WORKBOOK**	CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301

Generator	Address	Facility Name	After-Hours Emergency Repairs Cost Per Unit
125 KW Cummins	5959 W Brown Street	Glendale Main City Library	$135.00
250 KW Kohler	6835 N 57th Drive	Main Police Station	$135.00
1000 KW Cummins Diesel (Two Units)	11550 W Glendale Avenue	Glendale Regional Training Center	$135.00 per unit
50 KW Kohler (Two Units)	6801 N Glen Harbor	Glendale Airport	$135.00 per unit
15 KW Generac	4439 W Peoria	Fire Station 154	$135.00
50 KW Katolight	14061 N 59th Avenue	Fire Station 153	$135.00
80 KW Cummins	17159 N 63rd Avenue	Fire Station 159	$135.00
100 KW Generac	6255 W Union Hills Drive	Fire Station 155	$135.00
40 KW Katolight	6801 W Deer Valley Rd	Fire Station 156	$135.00
80 KW Generac	9658 N 59th Avenue	Fire Station 157	$135.00
250 KW Generac	6851 North 52nd Avenue	Fire Station 151	$135.00
230 KW Cummins	6261 N 83rd Avenue	Fire Station 158	$135.00
50 KW Katolight	6850 W Bethany Home Road	Fire Station 152	$135.00
30 KW Katolight	7505 N 55th Ave	Fire Support	$135.00
80 KW Multiquip (Two Units)	7505 N 55th Ave	Fire Support	$135.00 per unit
43 KW Hipower	7505 N 55th Ave	Fire Support	$135.00
60 KW Generac	11480 W Glendale Ave	Landfill	$135.00
		Total (3.1.4)	**$5,670**

3.2 **TAX AMOUNT** Do not include any use tax or federal tax in your proposal.

3.3 **PAYMENT** The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in Section 3.0.

3.4 **DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days.**

Comply: YES ☐ NO ☒

If your answer is NO, please state terms offered: Ø %

3.5 **ADDITIONAL DISCOUNTS OFFERED:** Percent (%) discount offered for additional related services also provided by your company. Ø %

3.6 **EMERGENCY TWENTY-FOUR HOUR SERVICE CONTACT**

Name: Brian Edwards

Telephone Number: 602 818 4979

Alternate Contact: Cummin after hours Emergency

Telephone Number: 800 800 2345 opt 3

COMPANY NAME: Cummins Inc.

ADD to Pricing Workbook:

Generator	Address	Facility Name	Battery Change Cost Per Unit (Two Years)
1500 KW Caterpillar (Two Units)	5901 North Glen Harbor Boulevard	West Area Water Reclamation Facility	$ N/A-Nicad
1000 KW Caterpillar	9802 West Camelback Road	Raw Sewage Pump Station	$635.00
500 KW Caterpillar	6893 North Glen Harbor Boulevard	Airport Lift Station	$635.00
125 KW Onan	111719 West Glendale Avenue	Aquifer Recharge Facility	$635.00
225 KW Cummins	14904 North 67th Avenue	67th and AC/DC Lift Station	$635.00
40 KW Kohler	12995 North 55th Avenue	55th and Dahlia Lift Station	$635.00
100 KW Onan	5175 West Arrowhead Lakes Drive	Arrowhead Manor Booster Station	$635.00
350KW Onan	6790 West Deer Valley Road	Hillcrest Ranch Booster Station	$635.00
1100 KW Caterpillar	7970 West Bethany Home Road	Zone Four Reservoir	$635.00
750 KW Onan	4805 West Cholla Street	Zone One Booster Station	$635.00
300 KW Onan	4805 West Cholla	Cholla Admin	$635.00
75 KW Onan	4805 West Cholla	Cholla Chlorine Scrubber	$635.00
1250 KW Detroit Diesel (Two Units)	8180 West Union Hills	Arrowhead Ranch Water Reclamation Facility	$635.00 per unit
300 KW Cummins	17500 North 83rd Avenue	83rd Avenue Lift Station	$635.00
350 KW Generac	19600 North 79th Avenue	Oasis Recharge Site	$635.00
600 KW Detroit Diesel	28101 North 63rd Avenue	Pyramid Peak	$635.00
1750 KW Cummins (Two Units)	7070 West Northern Avenue	Oasis Water Treatment Plant	$635.00 per unit
275 KW Onan	5850 West Glendale Avenue	Glendale City Hall	$635.00
150 KW Generac	6210 W Myrtle	OPS Complex	$635.00
125 KW Cummins	5959 W Brown Street	Glendale Main City Library	$635.00

250 KW Kohler	6835 N 57th Drive	Main Police Station	$635.00
1000 KW Cummins Diesel (Two Units)	11550 W Glendale Avenue	Glendale Regional Training Center	$635.00 per unit
50 KW Kohler (Two Units)	6801 N Glen Harbor	Glendale Airport	$635.00 per unit
15 KW Generac	4439 W Peoria	Fire Station 154	$635.00
50 KW Katolight	14061 N 59th Avenue	Fire Station 153	$635.00
80 KW Cummins	17159 N 63rd Avenue	Fire Station 159	$635.00
100 KW Generac	6255 W Union Hills Drive	Fire Station 155	$635.00
40 KW Katolight	6801 W Deer Valley Rd	Fire Station 156	$635.00
80 KW Generac	9658 N 59th Avenue	Fire Station 157	$635.00
250 KW Generac	6851 North 52nd Avenue	Fire Station 151	$635.00
230 KW Cummins	6261 N 83rd Avenue	Fire Station 158	$635.00
50 KW Katolight	6850 W Bethany Home Road	Fire Station 152	$635.00
30 KW Katolight	7505 N 55th Ave	Fire Support	$635.00
80 KW Multiquip (Two Units)	7505 N 55th Ave	Fire Support	$635.00 per unit
43 KW Hipower	7505 N 55th Ave	Fire Support	$635.00
60 KW Generac	11480 W Glendale Ave	Landfill	$635.00
		Total (3.1.5)	$25, 400

	SOLICITATION ADDENDUM	
GLENDALE	Solicitation Number: RFP 19-20 Addendum #1 Page 8 of 8 Solicitation Due Date: February 14, 2019, 2:00 p.m. (Local Time)	[illegible]

ADD to Pricing Workbook:

3.1.5 Pricing for Semi-Annual Fuel testing

Fuel Testing per ASTM 975 Standards Varnish		Our Fuel sample is all inclusive of these 3 testings.	Reference total price	$
Fuel Testing per ASTM 975 Standards Bio Diesel			Reference total price	$
Fuel Testing per ASTM 975 Standards Petroxy			Reference total price	$
		Total (3.1.6)		$250.00

Name of Company: Cummins Inc.

Address: 651 N. 101st Avondale, AZ 85323

Authorized Signature: [signature]

Print Name and Title: Doug Varner - Regional General Manager

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/20/24	**AGENDA ITEM:** 4.M. WR - Increase Appropriations for Farallon Water Campus project.
DATE PREPARED: 02/16/24	**DISTRICT NO.:**
STAFF LIAISON: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6102	
DEPARTMENT: Water Resources	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action to increase appropriations for the Farallon Water Campus Capital Improvement Program (CIP) project No. 101040 for Fiscal Year 2023-2024, in an amount not to exceed $11,675,781.18; and authorize the transfer of funds from the Impact Fees Funds to the Water Resources Fund.

SUMMARY

PROJECT DESCRIPTION:
The Farallon Water Campus (FWC) has an approved CIP budget of $55,000,000 with $20,000,000 allocated for FY24, and $30,000,000 allocated for FY25. However, completion of the campus must occur by the end of the first quarter of 2025 to support planned development in the area, including the DR Horton Farallon Community. To ensure this deadline is met, the Water Resources Department, working with the contractor, has fast-tracked portions of the project, accelerating the project's critical path, to ensure the project will be delivered within the expected timeframe. This approach will not increase the cost of the project. The department requests an increase in appropriations as follows:
(1) $5,000,000 from *Impact Fees Water Production FY21 Fund*,
(2) from $1,500,000 from *Impact Fees Water Facilities Fund*,
(3) $2,000,000 from *Impact Fees Water Booster/Treatment Fund*, and
(4) $1,456,000 from Impact Fees *WW Treatment FY21 Fund*, for a grand total of $9,956,000 to be added to the FY24 project budget. The overall project will still be completed under $55,000,000.

BENEFITS:
Provides expenditure authority to keep the FWC project on schedule.

FUTURE ACTION:
None.

CURRENT FISCAL YEAR TOTAL COST:
$11,675,781.18

BUDGETED:
Yes

FISCAL YEAR:
FY25

FUND/DEPARTMENT:
40009199-570020; 60279199-570020; 60149199-570020; 60259199-570020; and 60299199-570020

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

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/20/24	**AGENDA ITEM:** 4.N. CC - Southwest Gas Franchise Election / Councilmember District Seats 1, 2, 3, and Mayor-at-Large
DATE PREPARED: 02/16/24	**DISTRICT NO.:** ALL
STAFF LIAISON: Lucinda Aja, City Clerk, laja@buckeyeaz.gov, (623) 349-6911	
DEPARTMENT: City Clerk	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Resolution No. 01-24 (a) ordering and calling a Primary Election to be held on Tuesday, July 30, 2024, and, if necessary, a General Election to be held on Tuesday, November 5, 2024, to nominate candidates for Mayor-at-Large and Councilmember seats for Districts 1, 2, and 3 in the City of Buckeye; (b) declaring that the Council deems the granting of a franchise with Southwest Gas Corporation beneficial for the City of Buckeye and ordering that at the Primary Election, there shall be submitted to the voters of the City of Buckeye the question as to whether or not said franchise shall be granted to Southwest Gas Corporation; (c) designating or providing for the manner in which the City Clerk shall conduct the Election; (d) the deadline for voter registration; and (e) Spanish translation of election materials.

SUMMARY

PROJECT DESCRIPTION:
At the July 30, 2024 Primary Election, the qualified electors will vote for Districts 1, 2, and 3 Councilmember seats and for Mayor-at-Large, whose names shall appear on the ballot. Any candidates receiving a majority of all the votes cast at the Primary Election will be declared elected. In the event the nominated candidates do not receive a majority of votes during the Primary Election, the two candidates receiving the highest number of votes for each seat will proceed to the November 5, 2024 General Election ballot.

A franchise is granted to public utility corporations for the purpose of allowing the utility to do business within the City. A majority of qualified electors voting at the election is necessary to approve the Southwest Gas Franchise Agreement.

Ballot drop-off locations, replacement sites, early-voting sites, and voting locations will be determined by Maricopa County and the information will be provided to the public.

FUTURE ACTION:
The Call of Election will be posted online to inform the public. The Maricopa County Elections Department will be notified for contract services, ballot language and materials will be translated, and a publicity pamphlet will be created and mailed to all households within the City that have a registered voter.

Interested candidates may check out an election packet by appointment with the City Clerk. Signatures may be obtained by interested candidates. To become an official Regular Candidate, a Statement of Interest, Signature Petitions, Nomination Paper, Campaign Finance Documents, and a Financial Disclosure Statement may be officially filed with the City Clerk beginning March 4, 2024 and ending April 1, 2024 before 5:00 p.m.

FINANCIAL IMPACT STATEMENT:

The franchise agreement sets forth the terms and conditions under which Southwest Gas may continue to utilize the City's rights-of-way to operate its natural gas system facilities. Under the terms of the franchise, Southwest Gas Corporation must pay a franchise fee equal to two percent (2%) of the Gross Revenues from Southwest Gas's sale and/or delivery of gas for all purposes to its customers within the corporate limits of City as shown by Southwest Gas's most current billing record, in exchange for use of the public right-of-way.
Southwest Gas Corporation will also pay:
a. general ad valorem property taxes;
b. transaction privilege and use tax authorized by City ordinance;
c. other charges, taxes or fees levied upon businesses generally throughout the City; and
d. other charges and fees provided for in the franchise agreement.
Southwest Gas has agreed to pay one-half of the reasonable costs incurred by the City to include this issue in the election to be held by the City on July 30, 2024. Southwest Gas has agreed to pay for 100% of the newspaper publication costs in connection with any statutorily-required publication of the proposed franchise agreement.

BUDGETED:
No

FISCAL YEAR:
2024

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Resolution_01-24_Call_of_Election_2024-0215 (1).docx
24-0215 SWG-Buckeye Franchise Agreement 0900 am.docx

RESOLUTION 01-24

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, (A) ORDERING AND CALLING A PRIMARY ELECTION TO BE HELD ON TUESDAY, JULY 30, 2024, AND, IF NECESSARY, A GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, TO NOMINATE CANDIDATES FOR MAYOR-AT-LARGE AND COUNCILMEMBER SEATS FOR DISTRICTS 1, 2, AND 3 IN THE CITY OF BUCKEYE; (B) DECLARING THAT THE COUNCIL DEEMS THE GRANTING OF A FRANCHISE WITH SOUTHWEST GAS CORPORATION BENEFICIAL FOR THE CITY OF BUCKEYE AND ORDERING THAT AT THE PRIMARY ELECTION, THERE SHALL BE SUBMITTED TO THE VOTERS OF THE CITY OF BUCKEYE THE QUESTION AS TO WHETHER OR NOT SAID FRANCHISE SHALL BE GRANTED TO SOUTHWEST GAS CORPORATION; (C) DESIGNATING OR PROVIDING FOR THE MANNER IN WHICH THE CITY CLERK SHALL CONDUCT THE ELECTION; (D) THE DEADLINE FOR VOTER REGISTRATION; AND (E) SPANISH TRANSLATION OF ELECTION MATERIALS.

WHEREAS, the Mayor and Council (collectively, the "Council") desire to submit the qualified electors of the City of Buckeye (the "City") the (i) selection of candidates for Councilmember seats for Districts 1, 2, and 3 and Mayor-at-Large in the City; and

WHEREAS, the Council may consolidate the election with any other election conducted in the City on July 30, 2024, and November 5, 2024, as applicable; and

WHEREAS, Arizona Revised Statute § 9-501, *et seq.*, authorizes the City of Buckeye to enter into franchise agreements with public utilities; and

WHEREAS, Southwest Gas Corporation desires to obtain a franchise with the City of Buckeye in the form set forth in the Franchise Agreement between Southwest Gas Corporation and The City of Buckeye Arizona (the "Franchise Agreement"), on file with the City Clerk of the City of Buckeye, and incorporated herein by reference; and

WHEREAS, the City of Buckeye, at the request of Southwest Gas Corporation, desires to conduct an election for the purpose of submitting to the electors of the City of Buckeye the question of whether the proposed franchise shall be granted; and

WHEREAS, the Council finds that granting a franchise to Southwest Gas Corporation to be beneficial for the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Buckeye, Arizona, as follows:

Section 1. Order and Call of Election; Purpose. The primary election ("Primary

Election") is hereby ordered and called to be held in and for the City on Tuesday, July 30, 2024, to:

A. Nominate candidates for three (3) Councilmember seats and Mayor-at-Large whose names shall appear on the ballot at the general election to be held on November 5, 2024 (the "General Election" and together with the Primary Election, the "Election"), if necessary. Any candidates receiving a majority of all the votes cast at the Primary Election will be declared elected without running at the General Election.

B. Submit the question as to whether the franchise under the terms and conditions of the Franchise Agreement shall be granted to Southwest Gas Corporation in the City of Buckeye. The ballots used at the franchise election shall be substantially in the following form, which final language shall be subject to approval by the City Clerk and the City Attorney:

> SHALL THE PROPOSED FRANCHISE BE GRANTED TO SOUTHWEST GAS CORPORATION FOR A PERIOD OF TWENTY-FIVE (25) YEARS FOR THE USE OF CITY RIGHTS-OF-WAY FOR GAS UTILITY PURPOSES?

Section 2. Publication of the Call and Notice of Election. The publication of the call and notice of the Election shall be given, or caused to be given, by the City Clerk, as provided by law, and as may be deemed necessary and appropriate in the City Clerk's discretion to advise the public of the Election.

Section 3. Conduct of Election; Contracts. The Election may be conducted by mail ballot according to Arizona Revised Statutes § 16-409, as amended, and the City Clerk is hereby authorized to determine the manner in which the Election shall be conducted. The Mayor, City Manager or City Clerk is authorized and directed to enter into an intergovernmental agreement with the Maricopa County Recorder and/or the Maricopa County Elections Department to conduct the Election. The Election shall be conducted and the votes cast thereat shall be counted and tabulated, and the returns thereof shall be made in the manner provided by law. Only persons who are qualified electors of the City shall vote at the Election. The Election may be consolidated with any other election conducted in the City on July 30, 2024, and November 5, 2024.

Section 4. Deadline for Voter Registration. Maricopa County registration and voting lists will be used for the Election. To be qualified to vote in the Primary Election, a City resident must be registered to vote by July 1, 2024. To be qualified to vote in the General Election, a City resident must be registered to vote by October 7, 2024. For those persons on the permanent early voter list, official ballots will be mailed by Maricopa County Elections Department to qualified electors for the Primary Election and for the General Election.

Section 5. Voting Rights Act Submission and Spanish Translation. To comply with the Voting Rights Act of 1965, as amended, the proceedings pertaining to the Election will be translated into Spanish and posted, published, and/or recorded in each instance where posting, publication, and/or recording for such proceedings are required, such as this call of election, the notice of election, ballots, all early voting materials, and all instructions contained in the mail

ballot materials.

Section 6. Ballots. The City Clerk is hereby authorized and directed to cause ballots to be printed and mailed to the qualified electors offering to vote at the Election. The Election may be conducted in the manner determined to be in the best interests of the City by the Maricopa County Elections Department and the City Council or either of them.

Section 7. Canvass of Election. The returns of the Election shall be made to the Council, which shall meet on a day that is not less than six (6) days nor more than twenty (20) days after the Election to canvass the returns and certify the results, all as provided by law. The Council will be governed by the vote of the majority of the ballots cast on the questions submitted. The City Clerk shall record a copy of the Council Resolution canvassing the results in the office of the Maricopa County Recorder.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, This 20th day of February, 2024.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

FRANCHISE AGREEMENT
BETWEEN
SOUTHWEST GAS CORPORATION
AND
THE CITY OF BUCKEYE, ARIZONA

Section 1 – Grant of Franchise

Subject to the terms and conditions set forth herein, the City of Buckeye, Arizona ("**City**") hereby grants to Southwest Gas Corporation, a corporation organized and existing under and by virtue of the laws of the State of California (herein called "**Grantee**"), its successors and assigns, the right and privilege to construct, maintain and operate its gas system and gas system facilities, as defined herein, upon, over, along, across and under the present and future public rights-of-way of the City (the "**Franchise**" or "**Franchise Agreement")**). These public rights-of-way include, but are not limited to, present and future public roads, public streets, alleys, ways, bridges, and highways within the City ("**Public Rights-of-Way**"). Grantee's gas system is for the purpose of supplying natural gas, renewable natural gas, hydrogen and/or artificial gas, including gas manufactured by any method whatsoever, and/or gas containing a mixture of natural gas, renewable natural gas, hydrogen and/or artificial gas (herein all types of gas will be collectively referred to as "**gas**") to City, its successors, the inhabitants thereof, and all individuals and entities, either within or beyond the limits thereof, for all purposes. Grantee's gas system includes a transmission and distribution system of gas mains, pipelines and conduits, together with all necessary or desirable appurtenances including, but not limited to pipes, laterals, service lines, pumps, manholes, meters, gauges, valves, traps, fences, vaults, regulators, regulator stations, appliances, attachments and related equipment, facilities, appurtenances and/or property for the purpose of supplying gas (individually, and collectively, "**Gas System Facilities**"). Grantee shall have the right to install, maintain, construct, operate, use, repair or replace any or all of its Gas System Facilities from time to time as may be necessary.

Section 2 – Term

The Effective Date of this Franchise shall be _____, 2025. This Franchise shall continue and remain in full force and effect for a period of twenty-five (25) years from the Effective Date. Unless terminated earlier by written agreement of the parties, this Franchise will expire on _____, 2050. Grantee will comply with all applicable federal, state, and local laws and ordinances, including those that may come into existence, in Grantee's exercise of its Franchise rights, to the extent not inconsistent with Grantee's rights and interests provided hereunder.

Section 3 – Construction

3.1 Grantee shall perform all construction under this Franchise in accordance with

applicable City ordinances and permit requirements, federal and state laws and regulations and established industry standards. Except for emergencies or exigent circumstances beyond Grantee's control or as otherwise approved by City, Grantee will comply with ordinances of the City regarding street cuts. Grantee will complete all construction within a reasonable time. Before Grantee makes any installations in the Public Rights-of-Way, Grantee shall apply for and obtain from City such permit or permits as are required by City to be issued for other similar construction or work in the Public Rights-of-Way. Notwithstanding the foregoing, Grantee shall have the right to undertake without delay such emergency activities necessary to provide for and maintain the reliability and safety of its Gas System Facilities. If such action is required, Grantee shall advise City of the work performed to maintain its system and apply for a permit as soon as is practicable. Notwithstanding the provisions of Section 5 herein, except for emergencies or exigent circumstances beyond Grantee's control, should Grantee commence work without first obtaining applicable permits, Grantee will be required to remit payment to the City in the sum equal to one hundred fifty percent (150%) of the applicable equivalent permit fee.

3.2 (a) Grantee will provide reasonable advanced notice to the City, businesses and residents prior to beginning scheduled construction activities adjacent to the businesses' and residents' property in compliance with the City's generally applicable City Code, regulations, and permit conditions for work in the Public Rights-of-Way.

(b) Grantee and City will meet at least once each calendar year to coordinate activities and projects authorized hereunder.

3.3 Construction of Grantee's Gas System Facilities relating to traffic control, backfilling, compaction and paving, as well as the location or relocation of Grantee's Gas System Facilities pursuant to this Franchise Agreement shall be subject to regulation by the applicable provisions of the City Code in place at the time of such construction. If a provision of the City Code is inconsistent with Title 49 of the Code of Federal Regulations or any other applicable federal or Arizona state law, rule, order, or regulation, then Grantee and City agree that Title 49 of the Code of Federal Regulations or the other applicable federal, or Arizona state law, rule, order or regulation shall govern. Pursuant to A.R.S. § 40-360.30 and any other applicable law, Grantee shall maintain installation records of the location of all its Gas System Facilities in the Public Rights-of-Way. Grantee's Gas System Facilities are defined as critical infrastructure by the federal government and as such, City agrees that records of the location or design of natural gas facilities are proprietary to Grantee and City shall not release nor make available any records to any outside party without the express, written permission of Grantee.

3.4 Grantee shall not install, construct, maintain or use its Gas System Facilities in a manner that damages or interferes with any existing facilities of another utility located in the Public Rights-of-Way. Grantee shall promptly repair any damage to a City underground utility caused by Grantee's Gas System Facilities.

3.5 Upon request, Grantee shall provide the City with, on an annual basis, its known proposed capital plan and reasonably foreseeable future corridor plans for all

improvements in the City's planning area. Upon request, the City shall provide Grantee with its proposed capital improvement plan on an annual basis.

3.6 If City undertakes, either directly or through a contractor, any construction project adjacent or contiguous to Grantee's Gas System Facilities, City at its discretion may notify Grantee of such construction project. If such notification is given, Grantee will take steps as are reasonably necessary to maintain safe conditions of the Gas Facilities System throughout the construction project, including but not limited to the temporary removal or barricading of Grantee's Gas System Facilities at City's cost.

3.7 City will make reasonable efforts to complete permit application reviews within 15 business days. In no event will any permit application reviews exceed a timeframe of 20 business days, unless otherwise agreed to between Grantee and City.

3.8 Grantee may request a permit review application be reviewed under a shorter review timeframe (an expedited review), without payment of additional costs or fees, under the following conditions:

A. Not more than one (1) time per month, or not more than ten (10) times per year; and,

B. The request for an expedited review must be made from the Grantee's Engineering Manager or Public Affairs Department to the City's Development Services Director or designee; and,

C. The City will make reasonable efforts to complete the first review within 10 business days, not counting the day of receipt, unless there are extenuating circumstances; and,

D. A plan that requires corrections by the Grantee shall be resubmitted for second review under the City's standard timeframe for plan review if Grantee has exhausted its monthly allocation of expedited reviews; and,

E. To be eligible for expedited review, a plan must be no more than 30 pages with City-standard font-sizing and scaling; and,

F. Any request for a full street closure must be submitted to the City for review and approval, on a case-by-case basis.

Section 4 – Restoration of Public Rights-of-Way

If, in the construction, maintenance or operation of its Gas System Facilities, Grantee damages or disturbs the surface or subsurface of any public road adjoining public property or the public improvement located thereon, then Grantee shall restore the surface or subsurface of the public road or public improvement thereon with due diligence within a reasonable, prompt time and to a reasonably similar condition as existed at the time of the damage or disturbance and consistent with required City-adopted construction standards in effect at that time. With respect to any such required repairs to City public

improvements or public property (other than public roads and related infrastructure) caused by Grantee's operations under this Franchise, Grantee shall have the option to either perform the repairs or to pay to City, upon demand, the reasonable cost of such repairs. Unless otherwise provided for herein, Grantee shall be responsible for the costs of the restoration. Nothing in this Franchise Agreement shall be construed as constituting a contractual obligation on the part of Grantee that assumes jurisdiction over, or an obligation to maintain, such public road, public property or public improvement thereon.

Section 5 – Franchise Fee

5.1 In consideration of the grant of this Franchise, Grantee must pay to City a franchise fee in a sum equal to two percent (2%) of the Gross Revenues (as defined below) from Grantee's sale and/or delivery of gas for all purposes to Grantee's customers within the corporate limits of City as shown by Grantee's most current billing records ("Franchise Fee"). Grantee's Gross Revenues are derived from the revenues collected by Grantee pursuant to Grantee's Commodity Charge and Basic Service Charge, as provided in the Grantee's Arizona Gas Tariff on file with the Arizona Corporation Commission, as may be amended from time to time. Except as otherwise provided herein, such payment shall be in lieu of all fees and charges otherwise payable or assessable with respect to Grantee's activities hereunder, including without limitation, any permitting and license fees for the construction, installation and/or maintenance of Grantee's Gas System Facilities hereunder, or for inspection thereof. Grantee's payments are due and payable to the City thirty (30) days after the end of the calendar quarter and deemed late if payment is not received by the City within thirty (30) days of the due date. For payments not made by the required time, Grantee must pay interest in the amount of 1.5% per month accrued and accruing on any unpaid amount due. The City may waive interest and penalties for reasonable cause or if casualty beyond Grantee's control renders Grantee unable to compute or estimate the liability from business records.

5.2 Should Grantee and City determine and agree that Grantee either over collected or under collected the required amount of Franchise Fees from its customers, Grantee will promptly correct the Franchise Fee collection to ensure that the required amount is collected, as is required to be remitted to the City hereunder.

5.3 If at any time during the term of this Franchise, Grantee is paying any municipality in the State of Arizona a Franchise Fee greater than two percent (2%) of Grantee's gross revenues from the sale and/or delivery of gas by Grantee in such municipality's corporate limits, then, after written request by the City, the percentage set forth in Section 5.1 will be increased to match the greater percentage amount Grantee is paying to such other municipality under a franchise agreement. If City requests Grantee to match such greater Franchise Fee, then City agrees that all of the terms, conditions and limitations applicable in the franchise agreement that has the greater Franchise Fee payment are applicable to this Franchise Agreement.

5.4 In addition to the foregoing Franchise fees, Grantee will pay charges, taxes and fees as described in Section 6 of this Franchise Agreement.

Section 6 — Additional Charges, Fees and Taxes

Grantee shall pay the following charges, taxes and fees as established in a code or ordinance properly adopted by the City and as otherwise provided in this Franchise Agreement:

A. General ad valorem property taxes; and,

B. Transaction privilege and use tax authorized by City ordinance and billed by Grantee from users and consumers of gas within the corporate limits of the City, without reduction or offset; and,

C. Other charges, taxes or fees levied upon businesses generally through the City, provided said charge, tax or fee is a flat fee per year and that the annual amount of such fee does not exceed the amount of similar fees paid by any other business operated within City.

Section 7 – Relocation of Facilities

7.1 The City reserves its prior right to use the Public Rights-of-Way and City property, including the surface areas, for all City governmental function projects funded with City funds (including government or grant sourced funds received by City). Grantee shall, upon written request by City, relocate, without expense to the City, any of Grantee's Gas System Facilities that are in Direct, Physical Conflict ("**Direct Conflict**") with City facilities that will be installed as part of a City governmental function project funded with City funds to such location as the City and Grantee agree. Direct Conflict means a separation or clearance of one foot (1') or less between Grantee's Gas System Facilities and a City governmental function project, and, further, such Direct Conflict cannot be reasonably avoided by the City.

7.2 Grantee shall, upon written request by City, relocate, any of Grantee's Gas System Facilities that are in Direct Conflict with City facilities that will be installed as part of a City governmental function project funded with non-City funds to such location as the City and Grantee agree. In the event the governmental function project is paid for totally or in part with non-City funds, then Grantee's costs of moving its Gas System Facilities that are in Direct Conflict shall be borne by the source of the non-City funds or the City in the same ratio as the non-City funds bear to the total project cost, subject to applicable law and any terms or restrictions imposed upon the City's expenditure of such non-City funds received from a government source.

7.3 City will bear the reasonable cost of relocating any of Grantee's Gas System Facilities (a) that are not in Direct Conflict with any City facilities that will be installed as part of a City governmental function project; or (b) the relocation of which is necessitated by the construction of improvements by or on behalf of City in furtherance of any project, other than a governmental function project funded with City funds.

7.4 If Grantee asserts any prior rights, Grantee must demonstrate to City's reasonable

satisfaction how it maintains any prior rights in the subject location.

7.5 If Grantee is required to relocate any Gas System Facilities within one (1) year of construction or relocation of such facilities paid for by Grantee, the costs of relocation shall be borne by City.

7.6 If City requires Grantee to relocate Grantee's Gas System Facilities that are located in a private easement then the costs and expenditures associated with purchasing a new private easement and relocating Grantee's Gas System Facilities shall be paid by City.

7.7 If relocation of any Gas System Facilities is required or requested due to the actions or inactions of any party other than the City, the third party shall be responsible for the cost of such relocation and Grantee shall not be required to commence such work until such time that the third party compensates Grantee for the relocation costs in cash or other manner acceptable to Grantee.

7.8 The City and Grantee agree that City is not a party to disputes among permittees or other interested parties using the Public Rights-of-Way.

7.9 City will not require Grantee’s Gas System Facilities to be relocated in an unreasonable or arbitrary manner, or to avoid its obligations under this Franchise. If City requires Grantee to relocate Grantee’s Gas System Facilities to avoid conflict with the installation or relocation of other utility facilities, then the costs and expenditures associated with relocating Grantee’s facilities shall be paid by the City.

7.10 Grantee’s failure to relocate Grantee’s Gas System Facilities after written notice and a reasonable opportunity to cure pursuant to Section 16.1 shall be deemed a material breach of this Franchise Agreement.

7.11 All underground abandoned lines of Grantee’s Gas System Facilities shall continue to remain the property and responsibility of the Grantee, unless the Grantee specifically acknowledges otherwise to the City Engineer and such is accepted by the City. Grantee shall remove, at Grantee's sole cost, abandoned lines at the request of City when Grantee’s Gas System facilities are in Direct Conflict with City facilities that will be installed as part of a City governmental-function project that is funded with City-funds. In the event a governmental-function project is paid for totally or in part with non-City funds, then the Grantee’s costs of moving the underground abandoned lines that are in Direct Conflict shall be paid by the source of the non-City funds or the City in the same ratio as the non-City funds bear to the total project cost, subject to applicable law and any terms or restrictions imposed upon the City’s expenditure of such non-City funds received from a government source. Grantee may contract with City contractor for such removal.

7.12 Prior to removal of any abandoned lines, Grantee must notify City of its intent to remove abandoned lines and offer possession and ownership of said lines to City. If City elects to accept the abandoned lines, City’s acceptance shall be based solely upon City’s own inspection, investigation and analysis, and such transfer shall be on an “AS IS”, “WHERE IS”, basis, and without representation or warranty by Grantee. Upon such

transfer, City shall assume, and Grantee shall be relieved of, any and all obligations or responsibilities with respect to the abandoned lines.

Section 8 – Indemnification; Insurance

8.1 Grantee's indemnification, duty to defend, save and hold harmless in Section 8.2 below only applies to Claims (as defined in Section 8.2 below) that arise as a result of the work performed under this Franchise Agreement. Further, nothing in this Agreement shall impede or otherwise limit a party's statutory rights under A.R.S. § 40-423 or A.R.S. § 12-820 *et. seq*.

8.2 Grantee agrees to indemnify, defend, save, and hold harmless, the City of Buckeye and its elected or appointed officials, agents, boards, commissions, employees and volunteers (hereinafter referred to as "**Indemnitee**") from and against any and all suits, claims, demands, actions, liabilities, damages, losses, or expenses of any nature or kind whatsoever, including court costs, attorneys' fees, and costs of claim processing, investigation, litigation (hereinafter collectively referred to as "**Claims**") for personal injury (including death) or property damage caused, or alleged to be caused in whole or in part, by the negligence or willful acts or omissions of Grantee or any of Grantee's directors, officers, agents, employees, or volunteers for work performed pursuant to this Franchise Agreement. This indemnity, for work performed pursuant to this Franchise Agreement, includes any claims or amount arising or recovered under the Worker's Compensation Laws or arising out of the failure of Grantee to conform to any federal, state or City law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Grantee and City that the Indemnitee will, in all instances, except for Claims arising from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Grantee from and against any and all Claims for personal injury (including death) or property damage caused, or alleged to be caused in whole or in part, by the negligence or willful acts or omissions of Grantee or any of Grantee's directors, officers, agents, employees, or volunteers for work performed pursuant to this Franchise Agreement. It is agreed that Grantee will be responsible for primary loss, investigation, defense, and judgment costs where this indemnification is applicable, but shall reasonably coordinate with City on such investigation and defense. Nothing in this provision shall preclude Grantee from seeking contribution from any third party jointly responsible for such damages or Claims.

8.3 Grantee shall procure and maintain for the duration of this Franchise Agreement, insurance or self-insurance against claims for injuries to persons or damages to property which may arise or result from work performed under this Franchise. These insurance requirements are minimum requirements for this Franchise and in no way limit the indemnity covenants contained in this Franchise. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Grantee from liabilities that might arise out of this Franchise for the Grantee.

8.4 Minimum Coverage Requirements. The Grantee shall provide coverage, in the form of insurance, self-insurance, or a combination thereof, which includes coverage for the work performed under this Franchise, including but not limited to, products-completed operations, personal and advertising injury, and fire damage in

an amount not less than Ten Million Dollars ($10,000,000.00). An excess liability or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis or such excess liability or umbrella liability policy provides coverage at least as broad as the primary policy.

8.5 Policy Provisions. The insurance policies furnished by Grantee are to contain, the following provisions: (i) The City of Buckeye shall be included as an additional insured (which may be accomplished by blanket additional insured coverage) with respect to liability arising out of the use and/or occupancy of the right of way subject to this Franchise and activities performed by or on behalf of the Grantee under this Franchise Agreement, including completed operations of the Grantee, and automobiles owned or operated by Grantee; (ii) commercial general liability insurance shall include bodily injury, property damage and broad form contractual liability coverage; (iii) the Grantee's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources relating to work performed under this Franchise; (iv) the Grantee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (v) coverage provided by the Grantee may not be limited to the liability assumed under this Franchise Agreement.

8.6 Notice of Cancellation and Certificate of Insurance Required. Insurance is to be placed with insurers duly licensed, authorized, permitted or approved in the State of Arizona and with a "Best's" rating of not less than B+ VI. The City in no way warrants that the above required minimum insurer rating is sufficient to protect the Grantee from potential insurer insolvency.

8.7 Grantee shall furnish the City with letters of self-insured retention or certificates of insurance (ACORD form or equivalent approved by the City) as required by this Franchise Agreement. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Each insurance policy required by this Franchise Agreement must be in effect at or prior to the Effective Date and remain in effect for the duration of this Franchise. Failure to maintain the insurance policies required by this Franchise Agreement shall be considered a breach of this Franchise Agreement. All letters of self-insured retention or certificates of insurance required by this Franchise shall be sent directly to: City of Buckeye, 530 E. Monroe Ave., Buckeye AZ, 85326, Attn: Risk Manager, with a copy to City of Buckeye, 530 E. Monroe Ave., Buckeye AZ 86326, Attn: City Attorney. The City Franchise number and description shall be provided on the letter of self-insured retention or certificate of insurance.

Upon request by the City, the Grantee shall make its policies available for review at 1600 E. Northern Avenue, Phoenix, AZ 85020, at a mutually convenient time, and upon execution of a commercially reasonable non-disclosure and confidentiality agreement.

8.8 Any modification or variation from the insurance requirements in this Franchise must be mutually agreed to by City and Grantee. Such action will not require a formal amendment to this Franchise, but may be made by administrative action.

Section 9 [Reserved].

Section 10 – Consent to Assignment

This Franchise may be assigned by Grantee, its successors and assigns, in whole or in part, to any person certified by the Arizona Corporation Commission to assume the duties and obligations of Grantee hereunder.

Section 11 – Right to Purchase

City reserves the right to purchase by the power of eminent domain, Ariz. Rev. Stat. § 9-511, or as otherwise provided by law, the facilities of Grantee within the corporate limits of the City of Buckeye as may be amended from time to time, during the term of the Franchise and/or upon its expiration.

Section 12 – Franchise; Non-Exclusive

This Franchise Agreement is non-exclusive, and nothing contained herein shall be construed to prevent City from granting similar rights or privileges to any other person, firm or corporation.

Section 13 – Notices

Any notice required or permitted to be given hereunder shall be in writing, unless otherwise expressly permitted or required, and shall be deemed effective either (i) upon hand delivery to the person then holding the office shown on the attention line of the address below, or if such office is vacant or no longer exists, to a person holding a comparable office, or (ii) on the third business day following its deposit with the United States Postal Service, first class and certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

To the City:
City Manager
City of Buckeye
530 E Monroe Avenue
Buckeye AZ 85326

With a copy to:
City Attorney
City of Buckeye
530 E Monroe Avenue
Buckeye AZ 85326

To Southwest Gas Corporation:
Public Affairs Department
Southwest Gas Corporation

1600 E. Northern Avenue
Phoenix, Arizona 85020

With a copy to: Legal Affairs Department
Southwest Gas Corporation
8360 S. Durango Drive
Las Vegas, Nevada 89113

Section 14 – Voter Approval

This Franchise Agreement is subject to the approval of the qualified electors of the City. If Grantee's Franchise is the sole item on the City's ballot for the election, then Grantee must pay one hundred percent (100%) of the election costs. If Grantee's Franchise is not the sole item on the City's ballot for the election, then Grantee must pay fifty (50%) of the City's portion of the election costs. Grantee must pay one hundred percent (100%) of any statutorily-required publication costs and fifty percent (50%) of the publicity pamphlet associated with Grantee's Franchise.

Section 15 – Independent Provisions

Any term or condition deemed illegal or invalid shall not affect the validity of this Franchise Agreement as a whole or of any other term or condition hereof, other than the part so adjudged to be illegal or invalid.

Section 16 - Default; Dispute Resolution

16.1 Failure or unreasonable delay by either party to perform any term or provision of this Agreement for a period of fourteen (14) days after written notice thereof from the other party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within fourteen (14) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any party, the non-defaulting party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance.

16.2 To further cooperation by the parties in implementing this Franchise, the City and Grantee each shall designate and appoint a representative to act as a liaison between the City and its various departments and Grantee. The initial representative for the City shall be the City Manager and the initial representative for Grantee shall be its Project Manager, as identified by Grantee from time to time. The parties' representatives shall be available at all reasonable times to discuss and review the performance of the parties under this Franchise.

16.3 If a dispute between the parties arising out of this Franchise cannot be resolved by the parties, City and Grantee agree to attempt resolution through private mediation in Maricopa County before resorting to arbitration, litigation or some other dispute resolution procedure. In the event that the parties cannot agree upon the selection of a mediator

within seven (7) days, either party may request the Presiding Judge of the Maricopa County Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

Section 17 – Audit Rights

17.1 During the duration of this Franchise Agreement, the City has the authority, at City's expense, to conduct an audit of Grantee's books and records to determine compliance of the calculation of Gross Revenue and the payment of the Franchise Fee. The audit shall be conducted in such a way as not to disrupt Grantee's business operations and will be performed in accordance with generally accepted auditing standards. All pertinent books and records relating to this Franchise Agreement are subject to the audit conducted by the City or its representatives. The City may determine the scope of each audit; however, the time period that may be audited shall not exceed thirty-six (36) months prior to the date the audit notice is received by the Grantee. An audit shall not be required more than once in a single 12-month period.

17.2 Grantee shall pay to the City within forty-five (45) days' written notice to Grantee any amounts that are due to the City as determined by an audit of Grantee's books and records as set forth in Section 17 herein. Reimbursement for underpayment as a result of audit findings shall be identified as late payments and are subject to late payment interest of 12% per year.

Section 18 – Miscellaneous Provisions

18.1 Counterparts. This Franchise Agreement may be executed in any number of counterparts; all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof. Electronic signatures shall be effective to bind the Parties.

18.2 [Reserved].

18.3 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Franchise Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, this Agreement will promptly be physically amended to make such insertion or correction.

18.4 Licensing and Registration. Grantee represents that it is authorized to do business in Arizona and, upon request, will provide proof thereof to the City.

18.5 Governing law. This Franchise Agreement shall be governed by the laws of the State of Arizona, and suit pertaining to either the Franchise Agreement or governing law may be brought only in courts in Maricopa County, Arizona.

18.6 Time is of Material Importance. Time is of material importance to each and

every provision of this Franchise Agreement.

We, the undersigned, Mayor and City Council of the City of Buckeye, Arizona, pass and adopt this Franchise Agreement this ____ day of _____, 20_____.

CITY OF BUCKEYE:

_____
Eric Orsborn, Mayor

_____
Date
ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

GRANTEE:

SOUTHWEST GAS CORPORATION:

_____
Brad Harris, Regional Vice President, Arizona

_____
Date

APPROVED AS TO FORM:

_____
Counsel for Southwest Gas Corp.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/20/24	**AGENDA ITEM:** 4.O. CC - Approval of Minutes
DATE PREPARED: 02/16/24	**DISTRICT NO.:** ALL
STAFF LIAISON: Summer Stewart, Deputy City Clerk, sstewart@buckeyeaz.gov, (623) 349-6914	
DEPARTMENT: City Clerk	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the January 16, 2024 Regular Council Meeting Minutes.

SUMMARY

PROJECT DESCRIPTION:
Council to take action on the January 16, 2024 Regular Council Meeting Minutes.

Minutes of all Council meetings are drafted in accordance with Arizona's Open Meeting Law, are reviewed and approved by Council at a future meeting, and then filed with the City's permanent records. All approved meeting minutes are posted on the City's website and maintained in the Office of the City Clerk.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
01.16.2024 Regular Council Meeting Minutes.pdf

BUCKEYE, AZ

CITY OF BUCKEYE
REGULAR COUNCIL MEETING
JANUARY 16, 2024
AGENDA

City Council Chambers
530 East Monroe Avenue
Buckeye, AZ 85326
6:00 p.m.

Pursuant to A.R.S. § 38-431.03(A)(3) the Council may, by majority vote, recess or adjourn to executive session at one or more times during the meeting, as needed to confer with the City Attorney for legal advice regarding any item listed on this agenda.

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

Vice Mayor Hess called the meeting to order at 6:00 p.m. Richard Mercado of Mission Church led the invocation; Councilmember HagEstad led the Pledge of Allegiance.

Members Present:	Councilmember HagEstad, Councilmember Goodman, Councilmember Heustis, Councilmember Guy, Vice Mayor Hess, and Mayor Orsborn (via Microsoft Teams).
Members Absent:	Councilmember Youngker.
Departments Present:	City Manager Dan Cotterman, Deputy City Manager Dave Roderique, Deputy City Manager Javier Setovich, Deputy City Manager Doug Sandstrom, City Attorney Scott McCoy, City Clerk Lucinda Aja, Assistant Police Chief Robert Sanders, Fire Chief Jake Rhoades, Chief Financial Officer William Kauppi, Development Services Director Brian Craig, Water Resources Director Terry Lowe, City Engineer Scott Zipprich, Information Technology Director Greg Platacz, Community Services Director Miranda Gomez, Communications Director Annie DeChance, and Public Works Director Bret Hodne.

2. Comments from the Public:

Becky Gervais presented comments and concerns regarding illegal use of fireworks in the City.

Tony Stephens presented comments and concerns regarding illegal use of fireworks in the City.

3. Awards/Presentations/Proclamations – None.

4. CONSENT AGENDA ITEMS / NEW BUSINESS

Approval of items on the Consent Agenda - All items with an (*) are considered to be routine matters and will be enacted by one motion and vote of the City Council. A motion was made by Councilmember Heustis and seconded by Councilmember Goodman to approve Items *4.A, *4.B, *4.C, *4.D, *4.E, *4.F, *4.G., and *4.H. Motion passed unanimously.

***4.A Council to take action on Resolution No. 02-24 approving the Intergovernmental Agreement between the City of Buckeye and the Town of Gilbert, relating to cooperative**

law enforcement training operations; and authorizing the Mayor to execute and deliver said Agreement and related documents on behalf of the City.
Staff Liaison: Larry Hall, Police Chief

Council adopted Resolution No. 02-24 approving the Intergovernmental Agreement between the City of Buckeye and the Town of Gilbert, relating to cooperative law enforcement training operations; and authorizing the Mayor to execute and deliver said Agreement and related documents on behalf of the City.

***4.B Council to take action on Task Order No. 14 to the On-Call Consulting Contract (No. 2022003.22) between the City of Buckeye, an Arizona municipal corporation, and Kimley-Horn and Associates, Inc., a North Carolina corporation, for SR85 and Southern Traffic Signal/Intersection improvements; and authorize the City Manager to execute and deliver said Task Order on behalf of the City.**
Staff Liaison: Paul Lopez, Deputy City Engineer

Council approved Task Order No. 14 to the On-Call Consulting Contract (No. 2022003.22) between the City of Buckeye, an Arizona municipal corporation, and Kimley-Horn and Associates, Inc., a North Carolina corporation, for SR85 and Southern Traffic Signal/Intersection improvements; and authorize the City Manager to execute and deliver said Task Order on behalf of the City.

***4.C Council to take action on Task Order No. 13 to the On-Call Consulting Contract (No. 2022003.22) for Engineering and Architectural Services between the City of Buckeye, an Arizona Municipal Corporation, and Kimley-Horn and Associates, Inc., a North Carolina Corporation, for SR85 and Baseline Traffic Signal/Intersection improvements; and authorize the City Manager to execute and deliver the Task Order on behalf of the City.**
Staff Liaison: Paul Lopez, Deputy City Engineer

Council approved Task Order No. 13 to the On-Call Consulting Contract (No. 2022003.22) for Engineering and Architectural Services between the City of Buckeye, an Arizona Municipal Corporation, and Kimley-Horn and Associates, Inc., a North Carolina Corporation, for SR85 and Baseline Traffic Signal/Intersection improvements; and authorize the City Manager to execute and deliver the Task Order on behalf of the City.

***4.D Council to take action on the adoption of the 2024 Legislative Agenda.**
Staff Liaison: John Raeder, Intergovernmental Relations Coordinator

Council adopted the 2024 Legislative Agenda.

***4.E Council to take action on an Agreement (Task Order No. 2 to Contract No. 2022003A.49) between the City of Buckeye, an Arizona municipal corporation, and Vertech Industrial Systems, an Arizona limited liability company, for services required to convert and upgrade the existing SCADA system from Wonderware platform to Inductive Automation's Ignition platform and authorizing the City Manager to execute and deliver on behalf of the City.**
Staff Liaison: Terry Lowe, Water Resources Director

Council approved an Agreement (Task Order No. 2 to Contract No. 2022003A.49) between the City of Buckeye, an Arizona municipal corporation, and Vertech Industrial Systems, an Arizona limited liability company, for services required to convert and upgrade the existing SCADA system from Wonderware platform to Inductive Automation's Ignition platform and authorizing the City Manager to execute and deliver on behalf of the City.

*4.F **Council to take action on Resolution No. 04-24 to approve a technical amendment to Resolution No. 45-22 designating the Chief Fiscal Officer for officially submitting the Fiscal Year 2022-2023 Annual Expenditure Limitation Report to the Arizona Auditor General; and authorizing the Mayor, City Manager, Chief Fiscal Officer, City Clerk and City Attorney to take all steps necessary to carry out the purpose and intent of Resolution No. 45-22 on behalf of the governing body.**
Staff Liaison: William Kauppi, Chief Financial Officer

Council adopted Resolution No. 04-24 to approve a technical amendment to Resolution No. 45-22 designating the Chief Fiscal Officer for officially submitting the Fiscal Year 2022-2023 Annual Expenditure Limitation Report to the Arizona Auditor General; and authorizing the Mayor, City Manager, Chief Fiscal Officer, City Clerk and City Attorney to take all steps necessary to carry out the purpose and intent of Resolution No. 45-22 on behalf of the governing body.

*4.G **Council to take action on the appointment of Nathan Madden as a Regular Member of the Community Services Advisory Board.**
Staff Liaison: Summer Stewart, Deputy City Clerk

Council approved the appointment of Nathan Madden as a Regular Member of the Community Services Advisory Board.

*4.H **Council to take action on the December 5, 2023 Council Workshop Minutes and December 5, 2023 Regular Council Meeting Minutes.**
Staff Liaison: Summer Stewart, Deputy City Clerk

Council approved the December 5, 2023 Council Workshop Minutes and December 5, 2023 Regular Council Meeting Minutes.

5. Continued / Tabled Items

5.A Council to continue the public hearing and action to the February 6, 2024 council meeting, on Ordinance No. 52-23 approving an amendment to the Spurlock Ranch Community Master Plan as described in Case No. PLZZ-21-00028; approving a Development Agreement between the City of Buckeye, Arizona, and Festival Ranch North, LLC, concerning the development of the property; and authorizing the Mayor to execute and deliver the Development Agreement.
Staff Liaison: Bart Wingard, Principal Planner

Tom Berry presented comments regarding the request to continue the public hearing and action on Ordinance No. 52-23. Ms. Aja noted that Barbara Alison, Kenneth McKnight, and Richard Wolfe submitted non-speaker comment forms related to this item. A motion was made by Councilmember Goodman and seconded by Councilmember Heustis to continue to the February 6, 2024 Regular Council Meeting the public hearing and action on Ordinance No. 52-23 approving an amendment to the Spurlock Ranch Community Master Plan as described in Case No. PLZZ-21-00028; approving a Development Agreement between the City of Buckeye, Arizona, and Festival Ranch North, LLC, concerning the development of the property; and authorizing the Mayor to execute and deliver the Development Agreement. Motion passed unanimously.

6. Public Hearings / Non-Consent - New Business

6.A Council to take action on the nomination and appointment of a Vice Mayor for a one-year term beginning January 16, 2024, and ending on January 21, 2025.
Staff Liaison: Lucinda Aja, City Clerk

A motion was made by Councilmember Heustis and seconded by Vice Mayor Hess to nominate and appoint Councilmember Goodman as Vice Mayor for a one-year term beginning January 16, 2024 and ending on January 21, 2025. Motion passed unanimously.

7. Comments from the Mayor and Council

Councilmember Youngker: absent.

Councilmember HagEstad: no comment.

Vice Mayor Goodman: provided an update regarding the 2024 General Obligation Bond Exploratory Committee.

Councilmember Guy: no comment.

Councilmember Heustis: invited residents and staff to the upcoming Buckeye Days events.

Mayor Orsborn: no comment.

Councilmember Hess: thanked Christine Grundy; provided an update regarding the Martin Luther King Day breakfast event she recently attended.

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

Mr. Cotterman presented a brief summary of current events.

9. Proposals for Future Agenda Items – None.

10. Adjournment

There being no further business to discuss, Councilmember Hess adjourned the meeting at 6:23 p.m.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Regular Council Meeting held on January 16, 2024. I further certify that a quorum was present.

_____
Lucinda J. Aja, City Clerk

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/20/24	**AGENDA ITEM:** 5.A. DS - GERT Qualified Opportunity Fund LLC - Annexation - Application PLZM-21-00314
DATE PREPARED: 02/16/24	**DISTRICT NO.:** Council District 2
STAFF LIAISON: Mandy Woods, Senior Planner, swoods@buckeyeaz.gov, (623) 349-6293	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to hold a public hearing only regarding a Blank Annexation Petition requesting to annex two parcels of land consisting of approximately 2.38 acres from Maricopa County to the City of Buckeye, located east of the northeast corner of SR-85 and MC-85.

SUMMARY

PROJECT DESCRIPTION:
Property owner GERT Qualified Opportunity Fund LLC is requesting annexation of two parcels of land, totaling approximately 2.38 acres, east of the northeast corner of SR-85 and MC-85. Upon approval, the property will be assigned Regional Commercial (C-3) zoning, most comparable to the property's existing County General Commercial (C-3) zoning. The intent is to develop the site as a convenience store with attached drive-through restaurant and gas station. The site plan is currently under review. Additional details may be found in the attached staff report.

BENEFITS:
Annexation of the property will allow for it to be developed under City standards and policies.

FUTURE ACTION:
The proposed annexation is expected to return to Council for consideration of approval on March 19, 2024.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
PLZM-21-00314 - GERT QOF LLC Annexation - Staff Report - CC20240220.docx
Exhibit A - PLZM-21-00314 - GERT QOF LLC Annexation - Vicinity Map - CC20240220.pdf
Exhibit B - PLZM-21-00314 - GERT QOF LLC Annexation - Zoning Map - CC20240220.pdf
Exhibit C - PLZM-21-00314 - GERT QOF LLC Annexation - General Plan Land Use Map - CC20240220.pdf
Exhibit D - PLZM-21-00314 - GERT QOF LLC Annexation - Annexation Proj Narrative - CC20240220.pdf
Exhibit E - PLZM-21-00314 - GERT QOF LLC Annexation - Recorded Blank Annexation Petition - CC20240220.pdf
PLZM-21-00314 - GERT QOF LLC Annexation - Presentation - CC20240220.pptx

ANNEXATION

Report to the Mayor and City Council

CASE NUMBER:	PLZM-21-00314
TITLE:	GERT Qualified Opportunity Fund LLC Annexation
MEETING DATE:	February 20, 2024

Applicant/Owner:	Randy Rochford, GERT Qualified Opportunity Fund LLC
Request:	Annexation of two (2) parcels
District:	2
Location:	East of the Northeast Corner of SR 85 and MC 85 (Exhibits A, B, and C)
Site size:	Approximately 2.38 acres
Density:	Not applicable
Public input:	No comments have been received to date
Recommendation:	Public Hearing only

PROJECT DESCRIPTION:

1. Property owner GERT Qualified Opportunity Fund LLC, is requesting annexation of two (2) parcels of land, totaling approximately 2.38 acres, east of the northeast corner of SR 85 and MC 85 (Exhibits A, B, and C). The subject property, currently designated Employment by the General Plan land use map, is located within the SR 85 Employment Corridor. The applicant's annexation project narrative is included as Exhibit D. Upon approval, the property will be assigned initial Regional Commercial (C-3) zoning most comparable to the property's existing County General Commercial (C-3) zoning.
2. The blank petition for the proposed annexation was recorded on January 23, 2024 (Exhibit E). Per state law governing annexation, a public hearing providing any affected parties with an opportunity to comment on the request must be held at least 20, but no more than 30 days following recordation of the blank petition. Holding the public hearing for this annexation on February 20, 2024, conforms to timing requirements established by state statute. The proposed annexation is expected to return to Council for consideration of approval on March 19, 2024.
3. The proposal meets eligibility size, dimension, and contiguity requirements for annexations as outlined in ARS §9-471.

AREA CONTEXT:

4. Table 1: Existing Land Use, General Plan Designation, and Zoning District:

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Vacant	Employment	Maricopa County General Commercial (C-3)
North of Buckeye Canal	Existing Agricultural/Farming (Proposed Kore Power)	Employment	General Commerce (GC)
South of MC 85	Transportation/Logistics	Employment	Regional Commercial (C-3)
East	County Residential	Employment	Maricopa County General Commercial (C-3)
West	Convenience Store/Gas Station	Employment	Maricopa County General Commercial (C-3)

PUBLIC PARTICIPATION SUMMARY:

5. The applicant is required to provide notices at least six (6) days in advance of the public hearing and 15 days prior to the end of the waiting period and site postings at least six (6) days in advance of the public hearing, as required by the Arizona Revised Statutes (ARS §9-471). Due to staff report submittal deadlines, required notices and site postings have not been completed as of January 30, 2024, but are scheduled for completion in advance of the deadlines established by state statute.

6. Table 2: Public Notices:

Notification Element	Date
Published in the Arizona Republic	To be completed on or before February 7, 2024
Site Posted	To be completed on or before February 14, 2024
Mailing Notice to Property Owners Within Annexation Boundary	To be completed on February 2, 2024
Mailing Notice to Maricopa County Board of Supervisors	To be completed on February 2, 2024

7. No public comment concerning the annexation request has been received to date.

ANALYSIS:

8. The subject property is presently located in the jurisdiction of Maricopa County and zoned General Commercial (C-3). Upon annexation, the two parcels included with this request will be assigned City of Buckeye Regional Commercial (C-3) zoning, the district most closely aligned with the property's current County zoning designation.

9. The property currently features a General Plan land use designation of Employment, located within the SR 85 Employment Corridor. The Employment designation denotes areas of development that have a focus on employment opportunities that contribute to the overall local and regional economy. This may include industrial uses, such as warehouses and manufacturing facilities, as well as business parks. Industrial uses should be buffered and/or separated from existing or planned residential uses. Uses within the Employment designation should have vehicular access to major arterials.

10. An application for a Site Plan Review (administrative) for a convenience store with attached drive-through restaurant and gas station has been submitted and under review. Approval of this application would facilitate development of the site with commercial

uses of a character similar to what is expected on adjacent properties. A future application for a Minor Land Division to consolidate the two project parcels is anticipated but not yet filed.

11. The site is located within the City's strip annexation and therefore meets the eligibility requirements for annexation.

12. Once annexed, the property will be serviced by City of Buckeye Police, City of Buckeye Fire, and will be within the City of Buckeye sewer and water service areas.

13. The property is located within the Buckeye Union High School and Buckeye Elementary School Districts. Commercial development of the site, as proposed, will not result in any direct impact on either district.

14. The following City of Buckeye departments have reviewed and have found no outstanding issues with the application:

    a. Engineering
    b. Fire
    c. Public Works
    d. Community Services
    e. Police
    f. Water Resources
    g. Development Services

RECOMMENDATION:

15. City Council should conduct the required public hearing related to the annexation. No additional action is required at the February 20, 2024 meeting.

16. The annexation will return to the City Council on March 19, 2024 for consideration of the annexation Ordinance. Staff will recommend the Mayor and City Council approve the annexation Ordinance on March 19 for the following reasons:

    a. Furthers goals of the Buckeye General Plan
    b. Conformance with the Buckeye Development Code
    c. No outstanding issues from reviewing departments

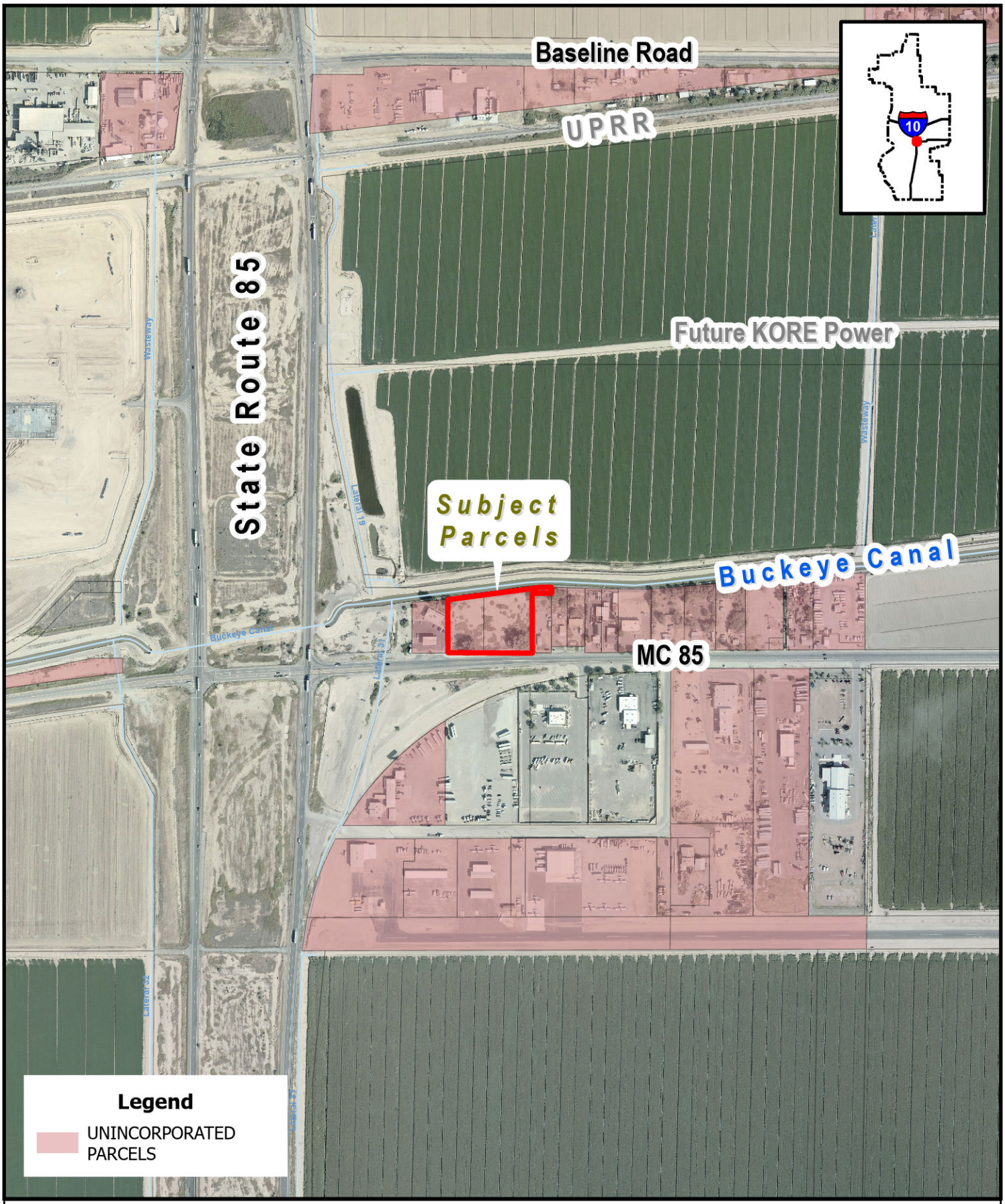
ATTACHMENTS:

Exhibit A – Vicinity Map
Exhibit B – Zoning Map
Exhibit C – General Plan Land Use Map

Exhibit D – Annexation Project Narrative
Exhibit E – Recorded Blank Annexation Petition

Prepared By:
Mandy Woods, CFM, Senior Planner

Reviewed By:
Ken Galica, Principal Planner



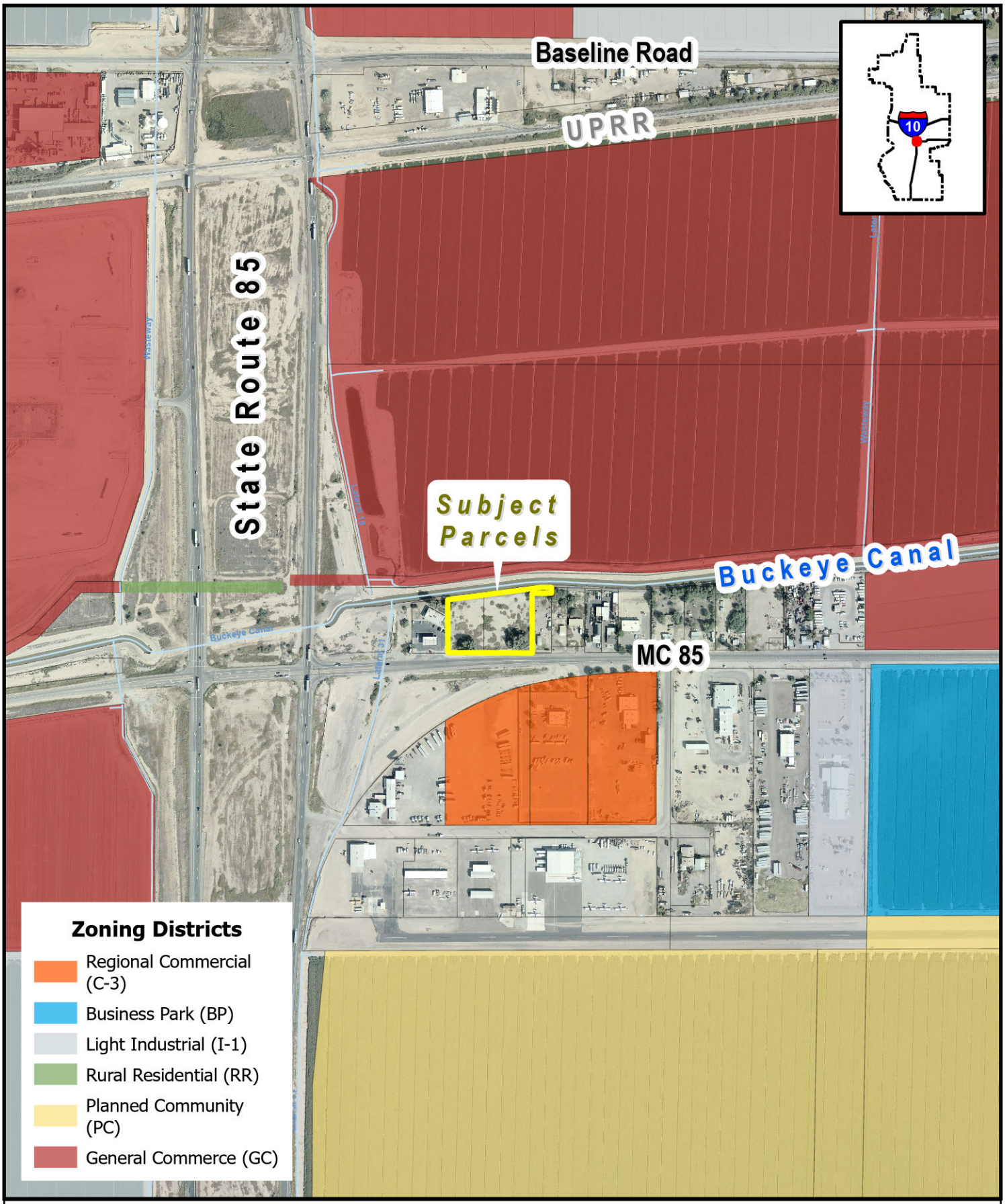
VICINITY MAP

PLZM-21-00314

GERT Qualified Opportunity Fund LLC Annexation

Council District #2

BUCKEYE, AZ



ZONING MAP

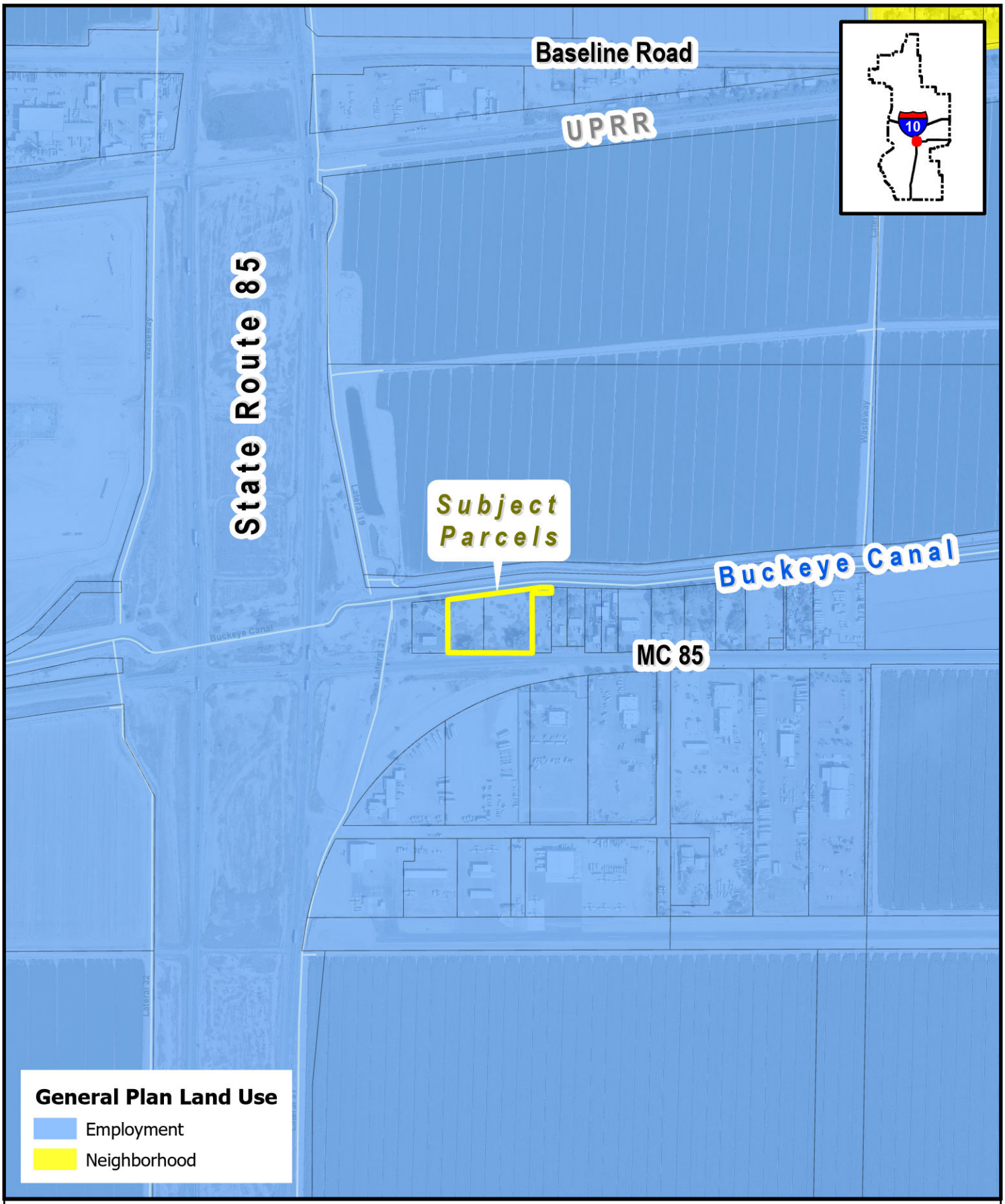
PLZM-21-00314

GERT Qualified Opportunity Fund LLC Annexation

Council District #2

BUCKEYE, AZ

N W E S



GENERAL PLAN LAND USE MAP

PLZM-21-00314
GERT Qualified Opportunity Fund LLC Annexation
Council District #2

BUCKEYE, AZ

N
W E
S

2R PLZM-21-00314 RECEIVED NOV 30 2023 AL

BUCKEYE C-STORE ANNEXATION
EAST OF THE NEC SR 85 & MC 85



CASE NO. PLZM-21-00314

2ND SUBMITTAL: NOVEMBER 2023
1ST SUBMITTAL: NOVEMBER 2021

WITHEY
MORRIS
BAUGH

ANNEXATION NARRATIVE

A. Request

This is a request for annexation of the approximately 2.38-acre property located approximately 630 feet east of the northeast corner of MC 85 and SR 85, otherwise commonly known as Maricopa County Assessor's Parcel Numbers (APNs) 401-01-015 and -013C (the "Property"), into the City of Buckeye. The Property is currently located within Unincorporated Maricopa County. See **Figure 1**, **Site Aerial**.



Figure 1 – Site Aerial

B. Background and Project Proposal

The Property is a long-time vacant site that is currently located in Unincorporated Maricopa County. The Property is zoned county C-3 General Commercial Zoning District and it is bound by the Buckeye Canal to the north, MC85 to the south, county residential (zoned County C-3) to the east and a Shell gas station (zoned County C-3) to the west. Beyond the Buckeye Canal to the north, it is anticipated that approximately 214-acres will be developed as a major industrial manufacturing development with a significant employee base. Given the significant trend toward employment uses in the area, there is a need for services to support future and existing land uses. To that end, annexation of the Property is requested to provide an appropriate framework for development of the Property within the City of Buckeye including with convenience uses which will include a convenience store and gas station with a restaurant. As it exists today, the current county zoning for the Property permits a convenience store and gas station land use. Upon annexation, the Property will be assigned City of Buckeye Regional Commercial (C-3) zoning, as this is the most equivalent zoning for the County C-3 zoning in-place today.

The proposed development will provide new services to the area, which will be a benefit to the City of Buckeye. Ultimately, the development will activate an underutilized property with new, quality development that will enhance the area.

C. Utilities and Services

Wastewater Service for the development is to be provided by the City of Buckeye.

Water Service for the development is to be provided by the City of Buckeye.

D. School Districts

Not applicable.

E. Fire and Police

Buckeye Fire Department Station 701 is located approximately 1.8 miles from the Property and the nearest Buckeye Police Department is located approximately 2.8 miles from the Property.

F. Conformance

The proposed annexation meets Arizona law governing annexations because the Property is located within a City of Buckeye strip annexation area and it is surrounded by the annexing city on at least three (3) sides; thus, contiguity, shape and size requirements do not apply.

G. Conclusion

This request for annexation will provide an opportunity to meaningfully activate the Property with new services, close to growing employment corridors and major transportation arteries. This request meets the requirements of Arizona State Law, and, on behalf of our client, we look forward to bringing new quality development opportunities to the City of Buckeye.

Exhibit E

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
STEPHEN RICHER
20240034601 01/23/2024 12:36
ELECTRONIC RECORDING

When Recorded, return to:

005763-7-1-1--
morenoa

Lucinda Aja, City Clerk
City of Buckeye
530 E. Monroe Ave
Buckeye, AZ 85326

ANNEXATION PETITION (PLZM-21-00314)

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA:

We, the undersigned, owners of the real and personal property, being the real property hereinafter described and all personal property that we may own in the area sought to be annexed, request the City of Buckeye to annex our property, said property being located in a territory contiguous to the City of Buckeye and being located within the following described area:

LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"
(See also attached map as Exhibit "B")

The City Council may determine the exact boundary of said territory to be annexed; provided, however, that said annexed area lies wholly within the above-described area and, provided further, that the provisions of Section 9-471. Arizona Revised Statutes are fully observed and complied with.

DATE	PRINTED NAME OF OWNER	SIGNATURE OF OWNER	BOOK	MAP	PARCEL(S)

Exhibit A

(Intentionally left blank. See following page)

EXHIBIT "A"

April 13, 2022
Job No. 211103

City of Buckeye Annexation
Legal Description and Map

The land referred to herein below is situated in the county of Maricopa, state of Arizona, and is described as follows:

All that portion of the South half of the Southwest quarter of the Northwest quarter of Section 1, Township 1 South, Range 4 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying South of the Buckeye Canal described as follows:

Commencing at the West quarter corner of said Section 1;

Thence North 89 degrees 50 minutes 13 seconds East along the mid-section line, a distance of 730.00 feet;

Thence North 00 degrees 09 minutes 47 seconds West, a distance of 16.50 feet to the Northerly right of way line and the **True Point of Beginning**;

Thence continuing North 00 degrees 09 minutes 47 seconds West, a distance of 244.20 feet to the Southerly right of way line the Buckeye Canal;

Thence along said Southerly right of way line the following three courses:

1. Thence North 82 degrees 41 minutes 01 seconds East, a distance of 356.29 feet;

2. Thence North 88 degrees 08 minutes 19 seconds East, a distance of 95.46 feet;

3. Thence South 88 degrees 30 minutes 25 seconds East, a distance of 18.77 feet;

Thence South 00 degrees 09 minutes 47 seconds East, a distance of 21.85 feet;

Thence South 89 degrees 50 minutes 13 seconds West parallel with and 285.50 feet Northerly of said mid-section line, a distance of 87.33 feet;

Thence South 00 degrees 09 minutes 47 seconds East, a distance of 269.00 feet to said Northerly right of way line;

Thence South 89 degrees 50 minutes 13 seconds West, a distance of 380.37 feet to the **True Point of Beginning**.

Note: The above described parcel contains: 103,812 square feet or 2.3832 acres, more or less

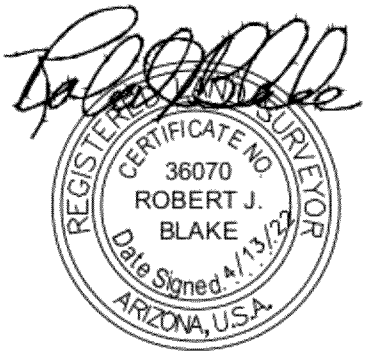


Exhibit B

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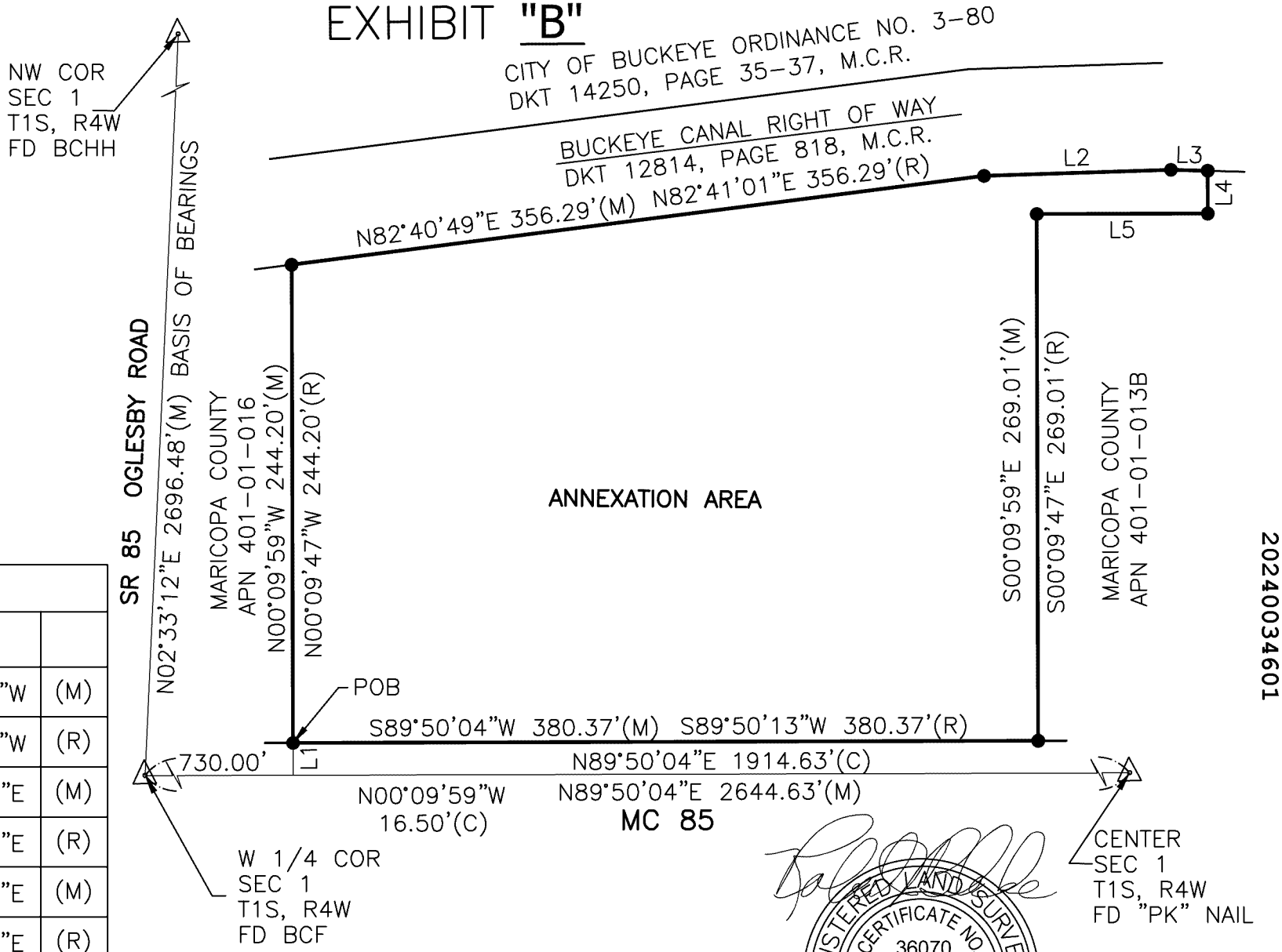
EXHIBIT "B"



1"=80'
JOB #211103
04/13/2022



LINE TABLE			
LINE #	LENGTH	BEARING	
L1	16.50'	N00°09'59"W	(M)
	16.50'	N00°09'47"W	(R)
L2	95.46'	N88°08'07"E	(M)
	95.46'	N88°08'19"E	(R)
L3	18.77'	S88°30'37"E	(M)
	18.77'	S88°30'25"E	(R)
L4	21.85'	S00°09'59"E	(M)
	21.85'	S00°09'47"E	(R)
L5	87.33'	S89°50'01"W	(M)
	87.33'	S89°50'13"W	(R)



Clouse Engineering, Inc.
ENGINEERS ▪ SURVEYORS
5010 E. Shea Blvd Suite 110 Scottsdale, AZ. 85254
Tel 602-395-9300 Fax 602-395-9310

20240034601

ANNEXATION AFFIDAVIT

STATE OF ARIZONA)
) ss.
County of Maricopa)

Samantha (Mandy) Woods, regarding Case No. **PLZM-21-00314,** upon oath, deposes and says:

1. I am a Senior Planner, of the Development Services Department of the City of Buckeye. I am making this affidavit based on information in the files of the City of Buckeye and of the Maricopa County Recorder.
2. No part of the area shown in the map and described in the exhibit attached to the blank petition as proposed to be annexed into the City of Buckeye, to the best of the City of Buckeye's information, knowledge, and belief, is already subject to an earlier filing of annexation.
3. This affidavit is made to comply with the requirements of A.R.S. § 9-471.A.6.

FURTHER YOUR AFFIANT SAYETH NOT.

(PLANNER)

SUBSCRIBED AND SWORN to before me this 23rd Day of January, 2024, by

Keri Hernandez (NOTARY).

KERI HERNANDEZ
Notary Public - Arizona
Maricopa County
Commission # 203396564
My Comm Exp June 22, 2026

Notary Public

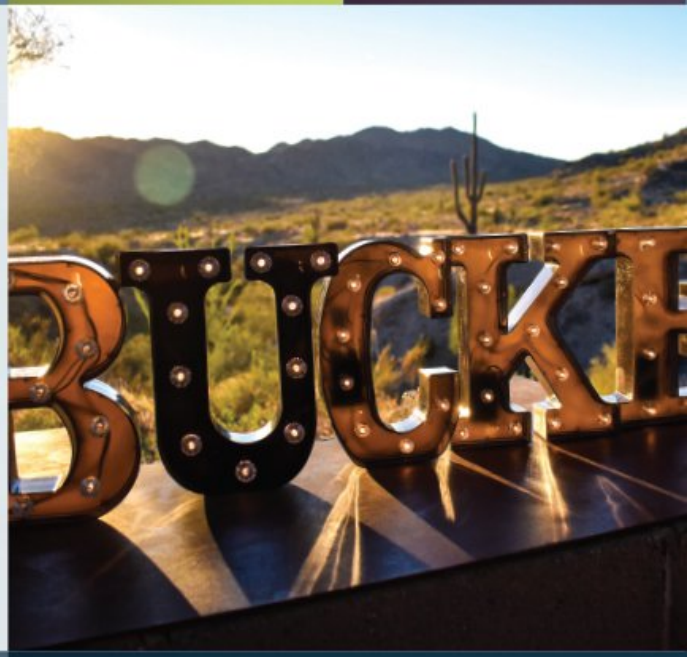
My Commission Expires: June 22, 2026

GERT Qualified Opportunity Fund LLC

Annexation Public Hearing

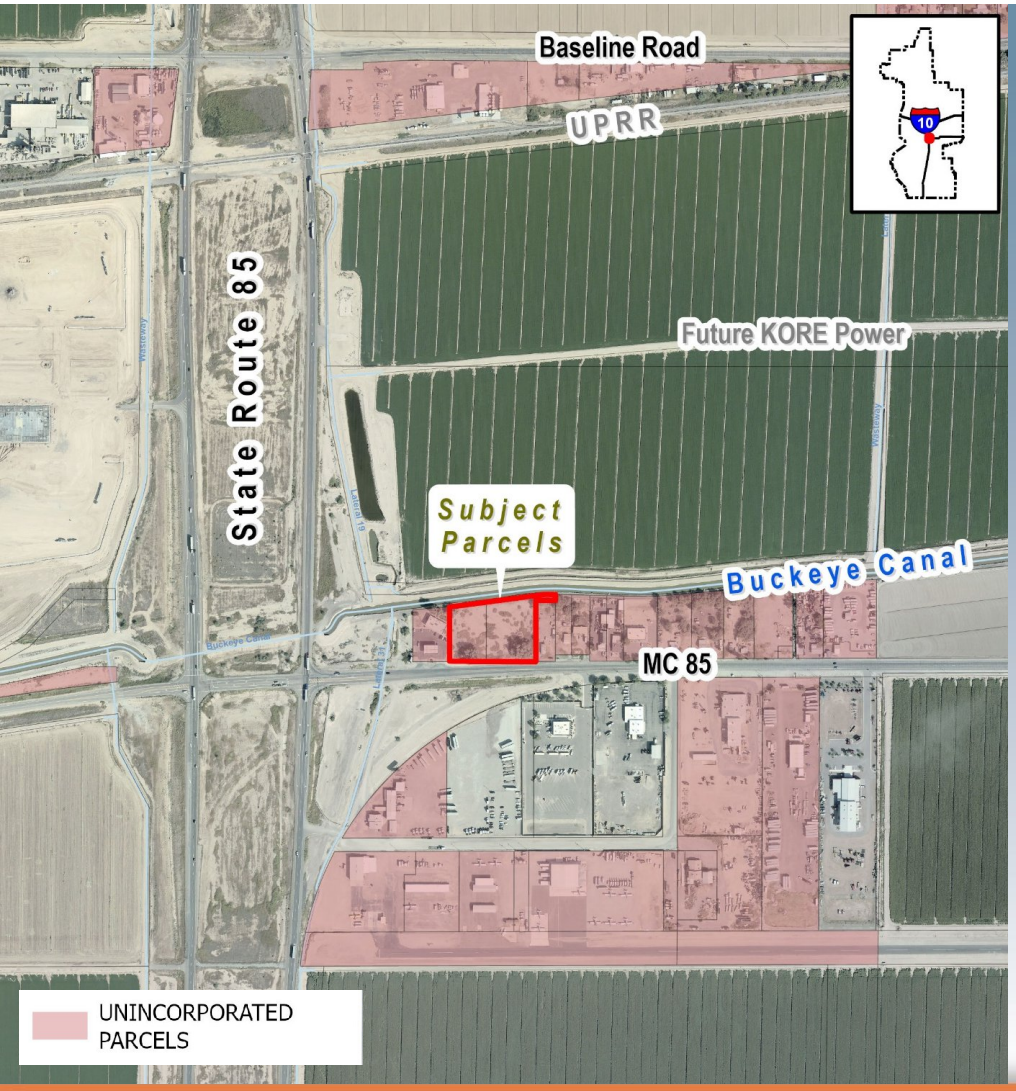
PLZM-21-00314

Mayor and City Council – February 20, 2024

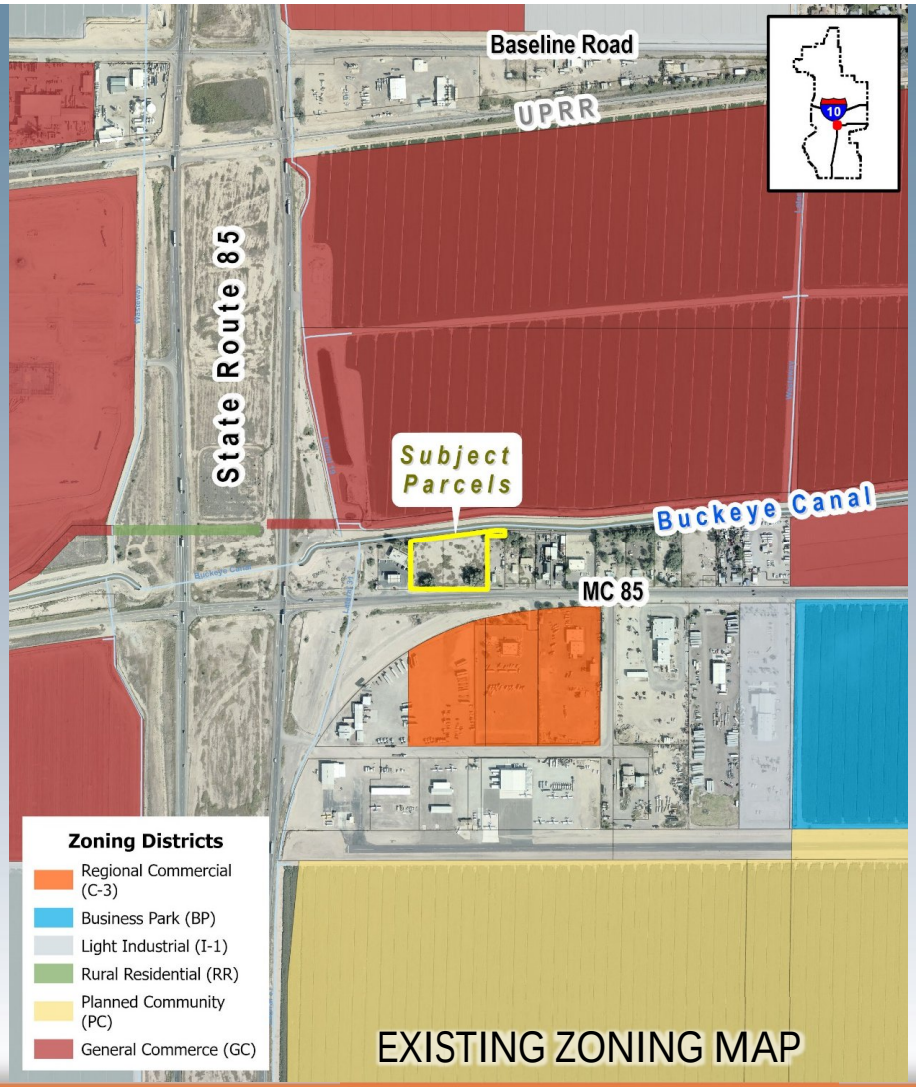


BUCKEYE, AZ

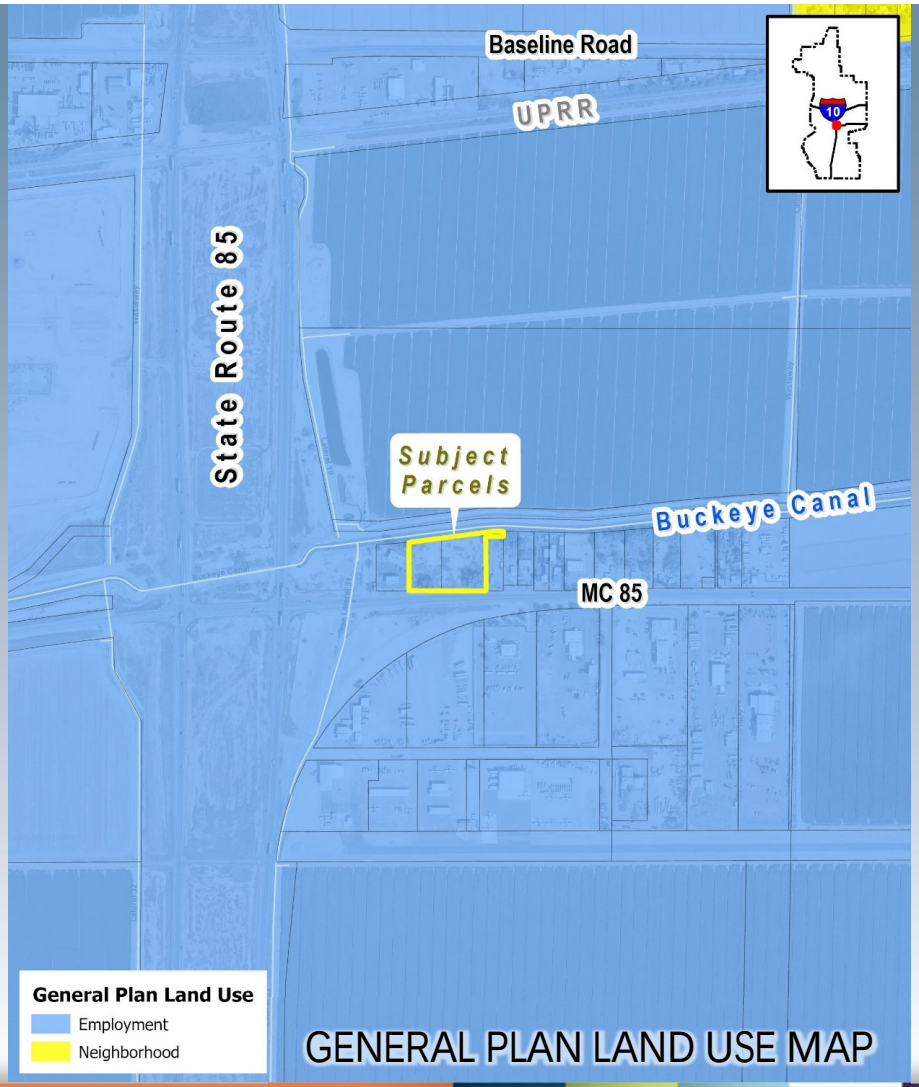
buckeyeaz.gov



- Request: Annexation
- Size: 2.38 acres
- General Plan: Employment
- Current Zoning: County General Commercial (C-3)
- Initial Zoning: Regional Commercial (C-3)
- Future Requests: Application for Site Plan Review (Administrative); future Minor Land Division (lot consolidation) expected

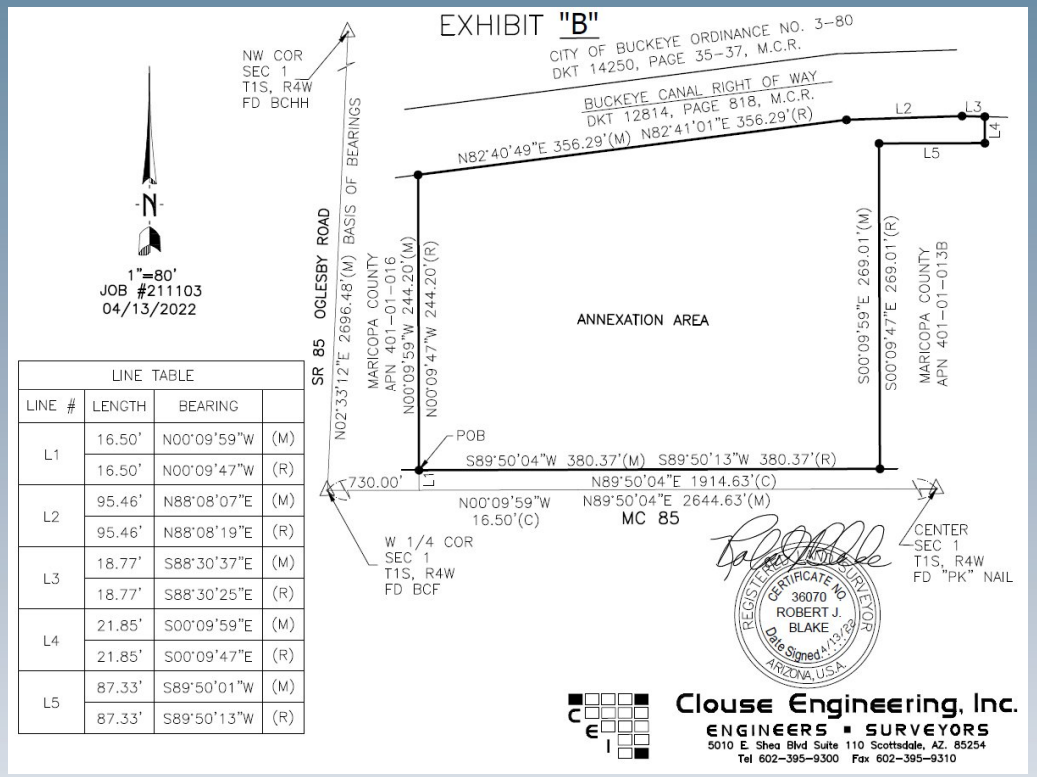


EXISTING ZONING MAP



GENERAL PLAN LAND USE MAP

- Request is located within the strip annexation; therefore, it meets eligibility requirements established by state statute
- Blank Petition recorded January 23, 2024
- All required notices completed; no public comment received to date
- No outstanding issues from reviewing departments



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	18.77'	S88°30'25"E	(R)
L4	21.85'	S00°09'59"E	(M)
	21.85'	S00°09'47"E	(R)
L5	87.33'	S89°50'01"W	(M)
	87.33'	S89°50'13"W	(R)

Recommendation:

Conduct a Public Hearing

No Action

Consideration of an Ordinance approving the annexation is scheduled for the March 19, 2024, City Council Meeting

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/20/24	**AGENDA ITEM:** 5.B. DS - Ordinance No. 01-24 - Buckeye Development Code - Development Code Amendment Phase 1 of 3 - PLZM-23-00109
DATE PREPARED: 02/20/24	**DISTRICT NO.:** Ciytwide
STAFF LIAISON: Bart Wingard, Principal Planner, hwingard@buckeyeaz.gov, (623) 349-6207	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to hold a public hearing and take action on Ordinance No. 01-24 declaring the document entitled "Development Code Update" as a public record; adopting the same by reference; amending the Buckeye City Code, Chapter 7 Development Code, as set forth in the "Development Code Update"; providing for the repeal of conflicting provisions; and providing for severability.

SUMMARY

PROJECT DESCRIPTION:
The Development Code is a statutory document that sets out the specific permitted land uses and development standards that apply to properties in the City of Buckeye. The Code was passed in 2010, most recently updated in August of 2023, and generally amended from time to time in order to make sure that it is as accurate and up to date as possible. The primary purpose of the proposed amendment is to provide clearer development and design standards for new types of projects and the promotion of moving away from the obsolete zoning districts. This is the first amendment of three that will move forward over the next year for adoption.

The proposed amendment involves Articles 1 through 10. These sections include the Table of Contents, General Provisions, Zoning Districts, Use Regulations, Dimensional Standards, Development and Design Standards, Land Subdivision, Review and Decision-Making Bodies, Review and Approval Procedures, Enforcement and Definitions.

BENEFITS:
The proposed amendment is intended to ensure future development and redevelopment in the City of Buckeye is aesthetically and contextually appropriate and in line with the vision for the City.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
PLZM-23-00109 Dev Code Update Staff Report.docx
Exhibit A Track Changes Development Code Update
Exhibit B Clean Copy Development Code Update
Ordinance_No._01-24.pdf
Development Code Council PowerPoint02152024.pptx

DEVELOPMENT CODE AMENDMENT

Report to the Mayor and City Council

CASE NUMBER:	PLZM-23-00109
TITLE:	City of Buckeye Development Code Amendment, Phase 1
MEETING DATE:	February 20, 2024

Applicant:	City of Buckeye
Request:	Development Code Amendment (DCA) (1 of 3 phases)
Recommendation:	Staff recommends the Mayor and City Council hold a Public Hearing and Approve Ordinance 01-24, for Case PLZM-23-00109, a Development Code Amendment.

PROJECT DESCRIPTION

1. The Development Code (the "Code") is a statutory document that sets out the specific permitted land uses and development standards that apply to properties in the City of Buckeye. The Code was passed in 2010, most recently updated in August of 2023, and generally amended from time to time in order to make sure that it is as accurate and up-to-date as possible. The primary purposes of the proposed amendment is to provide clearer development and design standards for new types of projects and a first step in the transition away from obsolete districts.

2. Staff will be moving forward with three major phased updates, and this is the first of three (3) phases.

PUBLIC PARTICIPATION

3. The City of Buckeye (the "City") has advertised in accordance with Section 8 of the Development Code via advertising within the Arizona Republic newspaper.

4. The proposal was outlined and presented to the Development Partners group, which initiated a Community Advisory Committee (CAC), which spurred additional conversations, feedback, and review, by the members. A majority of feedback and suggested modifications provided were incorporated into this amendment.

5. Staff has also conducted work sessions with the City Council and Planning and Zoning Commission to obtain feedback as we worked through the update.

MODIFICATIONS

Table of Contents

6. The table of contents has been modified to simply reflect the changes proposed throughout the body of the Code.

Article 1 – General Provisions

7. Several modifications have been made to the subject article that include:
    a. The purpose statements were modified to include sections that address the preservation of the natural environment, environmentally sensitive areas, and diverse housing.
    b. The interpretation section has been modified to allow nonresidential zoning to encroach into another nonresidential zoning district up to 20 feet.

c. Text regarding nonconformities has been modified to more clearly define nonconformities and actions that are required to rectify.
d. Several sections have been relocated to other articles within the Code. For example, sign nonconformities have been relocated to Article 5 regarding signage regulations.

Article 2 – Zoning Districts

8. The Obsolete Zoning Districts are carried forward from the prior superseded edition of the Buckeye Development Code. No future rezonings may occur to any of the obsolete districts listed in this section.
9. It is the intent to eventually transition the obsolete zoning districts to more modernized districts during the last phase of the code update. This first phase will introduce and inform users of the new zoning districts that are intended to transition the obsolete districts.
10. The subsequent phases of development code amendments will explore options to assist those who want to rezone to current districts as well as provide a path forward to eventually eliminating the obsolete districts.
11. This Article will also introduce new zoning districts that anticipate current development patterns:
    a. Single-Family Flex (SFF) - This district promotes housing diversity and density while minimizing impacts to surrounding development. Design standards support townhouse and cottage cluster development.
    b. Industrial Mixed Use (IMU) - This district is designed to accommodate mixed-use industrial development in key areas or nodes as identified in the General Plan. This district is intended to serve as an employment center. The IMU district is designed for both pedestrian and automobile, as well as alternative modes of transportation. This district is intended to include a mixture of industrial uses with related commercial, office, and business park development.
12. This section will also provide for (PAD) and Community Master Plan (CMP) Zoning Districts vs. an overlay.
13. Additionally, several zoning districts have been renamed to be more consistent with municipal districts found valley wide.

Article 3 – Use regulations

14. Article 3 is modified to update zoning district names as well as providing allowable and conditional uses for the districts established within Article 2.
15. This Article also accommodates the 'Definitions of Use Categories and Specific Use Types' that were originally located in Article 10, Definitions.

16. Accessory structures are modified to remove the maximum area requirement.
17. For Accessory Dwelling Units (ADU), the size of habitable floor area to principal structure and one (1) off-street parking requirement for the ADU have been removed, which is consistent with the direction other cities in the valley are going.

Article 4 – Dimensional Standards

18. Among minor corrections and clarifications, Article 3 is modified to update zoning district names as well as providing dimensional standards for the districts created within Article 2.

Article 5 – Development and Design Standards and Guidelines

19. Additional language is provided regarding protection of natural features as well as a section regarding the protection of native plant species within pristine or environmentally sensitive areas.
20. The text expanded cross-references to City's master plans such as Wildlife Corridors and Parks and Recreation Master Plan.
21. Mixed Use District block standards are relocated to Article 6.
22. Article 5 is proposed to provide design standards for SFF Zoning District. The purpose is to ensure the project would fit into the character of the surrounding developments. Alternative housing times may include attached townhouses and/or detached individual buildings/cottages.

Article 6 – Land Subdivision

23. Article 6 is modified to include the mixed-use block standards relocated from Article 5, Development and Design Standards and Guidelines.

Article 7 – Review and Decision-Making Bodies

24. Article 7 contains few modifications. The most notable would be an allowance to utilize, in lieu of the Board of Adjustment, the City may elect to utilize a hearing officer as described in Article 7 for the disposition of Variances.

Article 8 – Review and Approval Procedures

25. Many standard process steps are removed from the code since those elements are better managed as administrative policy decisions.
26. The Pre-application (PAC) process dictates that an entitlement application must be submitted within six (6) months of the PAC meeting. Staff is proposing to extend this time frame to one (1) year to reflect customer concerns.

27. While still requiring Adequate School Facilities letter, the certification process has been removed.

Article 9 – Enforcement

28. This article has been subject to many minor clarifying edits. This section also provides language regarding violations.

Article 10 - Definitions

29. Section 10.3., Definitions of General Use Categories and Specific Use Types, are relocated to Article 3 to accompany the Table of Allowed Uses.

ANALYSIS

30. Staff believes that the proposed Code modifications will assist the City, business development developers, and the general population by clarifying requirements, and unifying site improvements to become more consistent, regardless of the type of the development. Existing requirements have been refined, which addressing various Code issues that have become apparent recently, while preserving the quality of living for the residents of the City of Buckeye.

RECOMMENDATION

31. Staff recommends the Mayor and City Council hold a Public Hearing and motion for Approval of Ordinance 01-24, Case PLZM-23-00109, for the following reason:

    - Improvement and modernization of the Development Code

EXHIBITS

A. Development Code Article 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 – Track Changes
B. Development Code Article 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 – Clean Edit

Prepared by:
Bart Wingard, Principal Planner

Reviewed by:
Adam Copeland, Deputy Director of Planning

ARTICLE 1: GENERAL PROVISIONS

1.1. TITLE AND EFFECTIVE DATE[2]

This document shall be officially known as the "Development Code of the City of Buckeye, Arizona," and is referred to throughout this document as "this Development Code." This Development Code shall become effective on ~~February 15~~March 21, 2024~~May 19, 2022~~ as amended.

1.2. AUTHORITY

This Development Code is enacted pursuant to the laws of the State of Arizona, including, but not limited to, A.R.S. §§ 9-461 et seq., 9-462 et seq., and 9-463 et seq., all as may be amended from time to time, and all other powers authorized by the Constitution of the State of Arizona, state statutes, and common law, including those for the regulation of land uses, land use planning and development, subdivision, environmental protection, police powers, and the power to abate nuisances.

1.3. PURPOSE OF THIS DEVELOPMENT CODE[2]

The provisions of this Development Code are enacted to protect the public health, safety, and general welfare and to implement the policies of the City of Buckeye General Plan, as may be amended from time to time. The provisions are specifically intended to:

1.3.1. Ensure public safety, convenience, and accessibility through the physical design and location of land use activities;

~~1.3.1.~~1.3.2. Promote healthy and sustainable density of development;

~~1.3.2. Ensure public safety, convenience, and accessibility through the physical design and location of land use activities;~~

1.3.3. Encourage the efficient use of the available land supply in the City, including redevelopment of underutilized land in central areas;

1.3.4. Preserve the character and quality of neighborhoods;

1.3.5. Promote a balanced supply of commercial, industrial, institutional, and transportation land uses that is compatible with adjacent land uses and has good access to transportation networks;

1.3.6. Ensure the provision of adequate open space for light, air, and fire safety; ~~and~~

1.3.7. Preserve the value of buildings and land; ~~.~~

1.3.8. Support adequate and diverse housing supply for current and future residents;

1.3.9. To provide for the preservation of agricultural, regional parks, desert lands and other lands of significance for the protection of the natural environment;

1.3.10. To protect approach slopes and other safety areas of licensed airports , including military air facilities;

1.3.11. Timely citizen involvement in land use decision-making; and effective and efficient development review and land use administration, and,

~~1.3.7.~~1.3.12. Promote and protect the public health, safety, comfort, and general welfare of the residents of the City of Buckeye.

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1.4. RELATIONSHIP TO GENERAL PLAN

This Development Code implements the planning policies adopted by the City Council for the incorporated boundaries and the Municipal Planning Area, as adopted in the Buckeye General Plan.

1.5. APPLICABILITY AND JURISDICTION

1.5.1. General Applicability

The provisions of this Development Code shall apply to all land, buildings, structures, and uses thereof located within the City of Buckeye, unless an exemption is provided by or pursuant to the terms of this Development Code.

1.5.2. Annexed Territory

When any territory is brought into the jurisdiction of the City of Buckeye, by annexation or otherwise, the City Council shall designate the zoning district(s) applicable to such territory at the time of annexation that is most similar to the current County zoning. This provision shall not preclude subsequent rezoning of such property by amendment in the manner set forth in Section 8.5, *Amendments to the Zoning Map (Rezonings)* of this Development Code.

1.5.3. ~~Application~~ Exemption for Public Agencies[2]

To the extent allowed by law, the provisions of this Development Code shall not apply to all land, buildings, structures, and uses owned and/or controlled by any municipal, county, state, or federal government agencies in the Ce~~C~~ity of Buckeye. ~~Where the provisions of this Development Code do not legally control such land, buildings, structures, and uses, such agencies are encouraged to meet the provisions of this Development Code.~~

1.5.4. Required Compliance

No building or structure shall be erected, converted, enlarged, reconstructed, or altered for use as defined by the City's Building Code, nor shall any land, building, or structure be used or changed, except in accordance with all applicable regulations established by this Development Code. No lot of record that did not exist on the effective date of this Development Code shall be created, by subdivision or otherwise, that does not conform to the applicable requirements of this Development Code, except as otherwise exempted from the provisions of this Development Code.

1.6. OFFICIAL ZONING MAP

1.6.1. General

The boundaries of zoning districts established in this Development Code are delineated upon the City of Buckeye Zoning Map (Zoning Map) adopted in place as of January 16, 2010, as part of this Development Code as fully as if the same were set forth in this Section in detail. Procedures for amending the Zoning Map are set forth in Section 8.5, *Amendments to the Zoning Map* (*Rezonings*).

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1.6.2. Interpretation

The following rules of interpretation shall apply when determining boundaries of zoning districts:

A. Zoning shall not apply to rights-of-way. Where a zoning district is indicated to encroach into a right-of-way, it shall be construed that the zoning district only applies to property which is not right-of-way. Where future right-of-way is dedicated within existing zoning districts, the zoning district shall be deemed removed from rights-of-way. Where right-of-way is abandoned, the zoning applicable to the adjacent property shall be extended to centerline of the abandoned right-of-way.[1]

B. No zoning district boundary shall be established to divide one lot into two or more districts unless approved by the City Council. Development is allowed to encroach up to 20 feet into another zoning district and use the less restrictive district provisions. This provisions is not allowed for encroachment into Single-Family Zoning districts.[2]

C. In cases where the platted and physical rights-of-way do not coincide, the Director will determine the location of the zoning district boundary.

D. In unsubdivided property, zoning district boundaries shall be determined by use of the scale on the map. A legal description acceptable to the Director shall be made available in the event of a controversy arising concerning zoning district boundaries.

E. Where a zoning district boundary is shown by specific dimension as being located at any given distance from any right-of-way line, such specific dimension shall govern.

1.7. CONFLICTING PROVISIONS

1.7.1. Minimum Requirements.

This Code establishes minimum requirements for public health, safety, and welfare.

1.7.2. Conflict with Other Public Laws, Ordinances, Regulations, or Permits

This Development Code complements other City, state, and federal regulations that affect land use. This Development Code is not intended to revoke or repeal any other public law, ordinance, regulation, or permit. However, where conditions, standards, or requirements imposed by any provision of this Development Code are either more restrictive or less restrictive than comparable standards imposed by any other public law, ordinance, or regulation, the provisions that are more restrictive or that impose

[1] ORD 25-17; 12/19/2017; [2] ORD X-X, 02/20/2024

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higher standards or requirements, as determined by the City Manager or designee, shall govern.

1.7.3. Conflict with Agreements Between Private Properties

This Development Code is not intended to revoke or repeal any easement, covenant, or other agreements between private parties. However, where the regulations of this Development Code are more restrictive or impose higher standards or requirements than such easement, covenant, or other agreements between private properties, then the requirements of this Development Code shall govern in accordance with applicable Arizona law. Nothing in this Development Code shall modify or repeal any private covenant or deed restriction, but such covenant or restriction shall not excuse any failure to comply with this Development Code. In no case shall the City be obligated to enforce the provisions of any easements, covenants, or agreements between private parties.

1.7.4. Severability Provisions[2]

A. ~~A.~~ If any court of competent jurisdiction invalidates any provision of this Development Code, such judgment shall not affect:

1. ~~1~~The validity and continued enforcement of any other provision of this Development Code. (NOTE: moved from Section 1.10)
2. ~~If any court of competent jurisdiction invalidates the application of any provision of this Development Code, then such judgment shall not affect~~ ~~1~~The application of that provision to any other building, structure, or use not specifically included in that judgment.

1.8. TRANSITIONAL REGULATIONS[2]

1.8.1. Purpose

The purpose of transitional regulations is to clarify the status of properties with pending applications or recent approvals, as those terms are used below~~, and properties with outstanding violations, at the time of the adoption of this Development Code~~.

~~1.8.2. Violations Continue~~

~~Any violation of the previous Development Code shall continue to be a violation under this Development Code and shall be subject to the penalties and enforcement set forth in Article 9, *Enforcement*, unless the use, development, construction, or other activity complies with the provisions of this Development Code. Payment shall be required for any penalty assessed under the previous ordinance, even if the original violation is no longer considered a violation under this Development Code~~. NOTE: 1.8.2. Moved to Section 9.2.C.

~~1.8.3. Uses, Structures, and Lots Rendered Conforming~~

~~A use, structure, or lot not lawfully existing at the time of the adoption of this Development Code can be deemed lawful and conforming as of the effective date of this Development Code, provided it conforms to all of the requirements of this Development Code.~~ NOTE: 1.8.3. Moved to Section 1.9

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~~**1.8.4. Uses, Structures, and Lots Rendered Nonconforming**~~

~~**A.** When a building, structure, or lot is used for a purpose that was a lawful use before the effective date of this Development Code, and this Development Code no longer classifies such use as an allowed use in the zoning district in which it is located, such use shall be considered nonconforming and shall be controlled by Section 1.9, *Nonconformities*.~~

~~**B.** Where any building, structure, or lot that legally existed on the effective date of this Development Code does not meet all standards set forth in this Development Code, such building, structure, or lot shall be considered nonconforming and shall be controlled by Section 1.9, *Nonconformities*.~~

1.8.2. Processing of Applications Commenced or Approved Under Previous Ordinances

~~C.~~A. Pending Applications

1. Any complete application that has been submitted for review, but upon which no final action has been taken by the appropriate decision-making body prior to the effective date of this Development Code, shall be reviewed in accordance with the City Development Code in effect on the date the application was deemed complete. If the applicant fails to comply with any applicable required period for submittal or other procedural requirements, the application shall ~~expire~~expire, and subsequent applications shall be subject to the requirements of this Development Code. Any re-application for an expired project approval shall meet the standards in effect at the time of re-application.

2. An applicant with a complete application that has been submitted for approval, but upon which no final action has been taken prior to the effective date of this Development Code, may request review under this Development Code by a written letter to the Director.

~~D.~~B. Approved Projects

1. Generally

Conditional use permits, site plans, building permits, and variances that are valid on May 19, 2022, shall remain valid until their expiration date. Projects with valid approvals or permits shall be completed pursuant to the development standards in effect at the time of approval. If the approval or permit expires, future development shall comply with the requirements of this Development Code.

2. Community Master Plan~~s~~ (CMP~~s~~) and Planned Area Development (PAD~~s~~)

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Development of property subject to a Community Master Plan (CMP) or Planned Area Development (PAD) existing on the effective date of this Ordinance shall continue in accordance with the terms and conditions of

the CMP~~ommunity Master Plan~~ or PAD and related D~~d~~evelopment A~~a~~greement, if applicable ~~on that Community Master Plan,~~ subject to the following:

a. For master planned developments, land uses, densities, intensities and other development standards are established as set forth in the CMP~~ommunity Master Plan~~ or PAD applicable to the master planned development at the time the CMP or PAD~~ommunity Master Plan~~ is adopted ~~as part of the development agreement between the City and the developer~~. The City may at any time amend existing, or adopt new, laws, rules, regulations and standards of development applicable to develop of property under the jurisdiction of the City. In the event that the new laws, rules, regulations and standards of development conflict with those of the existing CMP or PAD~~ommunity Master Plan~~, the new laws, rules, regulations and standards of development shall govern subject however, to vesting provisions of Arizona law.

b. If the amendment of existing, or new, laws, rules, regulations and standards of development affect an amendment of existing standards under a CMP or PAD~~ommunity Master Plan~~, such new standards shall be incorporated by the Director or their Designee into the existing Community Master Plan, and shall be in effect 30 days following the City Council's approval of the new, or amended, laws, rules, regulations and standards of development.

Any and all provision of this Code that do not infringe upon a CMP or PAD~~ommunity Master Plans~~ land uses, densities, or intensities shall apply to all existing CMPs and PADs~~ommunity Master Plans~~. The City and owners of property subject to CMPs or PADs~~ommunity Master Plans~~ shall review and determine the applicability of this Code in accordance with applicable development agreements, this Code, and Arizona law.

3. Amendments to Community Master Plans

a. Application Submittal

To amend a CMP or PAD~~ommunity Master Plan~~ approved prior to the effective date of this Code, an application shall be filed with the Development Services Department for both the CMP and PAD and related D~~d~~evelopment A~~a~~greement, if applicable. All such applications must be signed by all owners of property, or their designees, within the area that is directly subject to the proposed amendment to the CMP or PAD~~ommunity Master Plan~~.

b. Application Completeness

(i) After receipt of the application for amendment, the Director or their Designee shall determine whether the application is

complete and ready for review. If the application is determined to be complete, the application shall then be processed according to the procedures set forth in this Section. An application will be considered complete if it is submitted in the required form, includes all mandatory information and supporting materials specified by the Director or their Designee, and is accompanied by the required fee.

(ii) If an application is determined to be incomplete, the Director or Designee shall provide notice to the applicant within 30 days of the submittal of the application and fee, along with a written explanation of the application's deficiencies. No further processing of an incomplete application shall occur until the deficiencies are corrected by the applicant. If any false or misleading information is submitted or supplied by an applicant on an application, that application will be deemed incomplete.

c. Major Amendments

Major amendments to CMPs or PADs~~ommunity Master Plans~~ shall be reviewed, processed, and approved in the same manner as required for the original CMP or PAD~~ommunity Master Plan~~ to which amendment is sought, including all notice and citizen participation requirements for the area that is directly subject to the proposed amendment. ~~Any major amendment shall be approved via an amendment to the development agreement associated with the approved Community Master Plan.~~ All CMP or PAD amendment applications not meeting the criteria set forth in this Section for major amendments shall be deemed applications for minor amendments.

For any application for a CMP or PAD a~~A~~mendment meeting any or all of the following criteria, the amendment shall be a major amendment:

(i) Amendments that change the permitted land uses for property in any location of a CMP or PAD~~ommunity Master Plan~~, or that amend the allowable uses, or amend the development standards in a significant way as determined by the Director or their Designee or regulations for permitted uses, under an approved CMP or PAD. If permitted in the approved CMP~~ommunity Master Plan~~ or PAD, the location of land uses within any Planning Unit, if applicable, may be altered as long as the overall density and intensity of the approved Planning Unit remains unchanged.

(ii) Amendments that result in an increase by ten~~five~~ percent or more in the number of total residential dwelling units in an approved CMP~~ommunity Master Plan~~ or PAD.

(iii) Amendments that result in a decrease of planned or identified public parks and/or improved open space by five percent or more of the total amount of public parks and improved open space in the approved CMP~~ommunity Master Plan~~ or PAD; or amendments that result in a decrease of the total amount of natural areas or preserved or undisturbed open space by two percent in the approved CMP or PAD~~ommunity Master Plan~~.

(iv) Amendments that propose a shift from one phase, parcel, or development unit (however defined in the approved CMP or PAD)~~ of the Community Master Plan or Planned Area Development~~ to another phase, parcel, or development unit of twenty percent or more of the total number of residential dwelling units permitted under an approved CMP or PAD. Amendments that propose a shift from one phase, parcel, or development unit of the CMP or PAD to another phase, parcel or development unit of more than 10% to 20~~19~~% of the total number of residential dwelling units permitted under an approved CMP or PAD, unless the Director or their Designee finds, in writing, that the proposed transfer will have no material impact on the services and infrastructure proposed, provided for, and necessary to accommodate and serve the transferred units.

~~**(v)** Any amendment that results in a change to the housing floor plan mix provided within an approved Community Master Plan or Planned Area Development that, as determined in writing by the Director or their designee, the proposed change will substantially reduce the options available to future residents of the CMP or PAD.~~

~~(vi)~~**(v)** Any amendment that makes substantial changes to the streets and transportation circulation patterns and regional connectivity under the approved CMP or PAD.

~~(vii)~~**(vi)** Any amendment that is deemed by the Director or their Designee to make such a fundamental change to the CMP~~ommunity Master Plan~~ or PAD that in the Director's or their Designee's judgment, it should be deemed to be a major amendment.

d. Minor Amendments

Minor amendments to an approved CMP or PAD~~ommunity Master Plan~~ are administrative requests and may be approved, approved with conditions, or denied by the Director or their Designee without a public hearing. A minor amendment may be approved by the Director or Designee as long as the amendment does not constitute,

as determined by the Director or their Designee, a substantial alteration of the fundamental nature and character of the CMP~~ommunity Master Plan~~ or PAD proposed to be amended. If a CMP or PAD has a related Development Agreement, said agreement will not need to be amended for a minor amendment, unless otherwise required as part of the Development Agreement.~~`~~

e. Applicability

All proposed amendments to any existing CMP~~ommunity Master Plan~~ or PAD that has received final approval prior to the effective date of this Development Code shall be governed by the provisions of this Subsection 1.8.5.B.3.

1.9. NONCONFORMITIES

1.9.1. General Provisions

A. Purpose

The purpose of this Section 1.9 is to regulate and restrict uses, structures, lots, and signs that were established legally prior to the effective date of this Development Code but do not conform to the requirements of this Development Code. All such situations are collectively referred to in this Section as "nonconformities." While nonconformities may continue, ~~this~~ Section 1.9 is intended to curtail ~~substantial~~ investment in nonconformities and bring about their eventual elimination in order to preserve the integrity of this Development Code and the character of the City.

B. Authority to Continue

1. Generally

Any nonconformity that lawfully existed as of the effective date of this Development Code and that remains nonconforming, and any nonconformity that is created as a result of the adoption of this Development Code or any subsequent amendment to the text of this Development Code, may be continued or maintained as a nonconformity only in accordance with the terms of this Section 1.9.

2. Exception Due to Variances or Minor Modifications

Notwithstanding subsection 1.9.1.B.1., where a Variance or Minor Modification has been granted that results in a development standard or feature that does not otherwise conform to the requirements of this

Development Code, that development standard or feature shall be deemed conforming and this Section 1.9 shall not apply.

C. Determination of Nonconformity Status

In all cases, the burden of establishing the existence of a nonconformity shall be solely upon the owner of the nonconformity, not the City.

D. Nonconformities Created Through Government Action

If a structure, use of land, use of structure, or characteristic of use does not comply with the requirements of this Development Code solely as a result of an acquisition of land or other action by a government agency for a public purpose, then such structure, use of land, use of structure, or characteristic of use on land not acquired by the government shall be deemed conforming.

E. Change of Ownership or Tenancy

Changes of ownership, tenancy, or management of property with an existing nonconformity may occur, but such nonconformities shall continue to be subject to the provisions of this Section 1.9.

F. Maintenance and Minor Repair

Minor repairs or maintenance of nonconformities are permitted, provided that the minor repairs and maintenance do not increase the extent of nonconformity. For purposes of this section, "maintenance or minor repair" shall mean:

1. Repairs that are necessary to maintain and to correct any damage or deterioration to the structural soundness or exterior or interior appearance of a building or structure without expanding the building or structure;

2. Maintenance of land areas to protect against health and environmental hazards; and

3. Repairs that are required to remedy unsafe conditions that cause a threat to public safety.

G. Abandonment of Nonconforming Uses[2]

~~1.~~ If a nonconforming use is not used for a period of 180 consecutive days after the date it is rendered nonconforming, then that use shall not be renewed or reestablished and any subsequent use of the parcel of land or structure shall conform to the regulations of the zoning district in which it is located.~~If a nonconforming use is not used for a period of 180 consecutive days after the date it is rendered nonconforming, then that use shall not be renewed or reestablished and any subsequent use of the parcel of land or structure shall conform to the regulations of the zoning district in which it is located.~~

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~~**2.** A property owner whose nonconforming use has not been used for a period of 180 consecutive days may request an administrative determination from the Director or designee whether the nonuse of the property was due to some conduct within the control of and attributable to the property owner or a previous property owner. A determination that the nonuse was not due to some conduct within the control of and attributable to the property owner or a previous property owner shall mean that the nonconforming use may be renewed or reestablished. In addition to intentional acts, conduct in the control of and attributable to the property owner may include negligent or inadvertent acts and/or engagement in civil or criminal misconduct that the property owner know or should know could lead to involuntary closure.~~

~~**3.** Appeal of the Director's decision may be made to the Planning Commission following procedures under Section 8.13, *Appeals of Administrative Decisions*, of this Development Code.~~

1.9.2. Nonconforming Structures

Where a lawful structure exists at the effective date of adoption or amendment of this Development Code that could not be built under the terms of this Development Code by reason of restrictions on area, lot coverage, height, yards, or other characteristics of the structure or its location on the property, such structure may be continued so long as it remains otherwise lawful, subject to the following provisions:

A. Enlargement, Alteration, or Movement

1. No nonconforming structure may be enlarged or altered in a way that increases its nonconformity, unless expansion of a nonconforming structure is approved through a Conditional Use Permit approved under Section 8.7, C*onditional Use Permits,* of this Development Code.

2. Should a nonconforming structure be moved for any reason for any distance whatsoever, it shall thereafter conform to the regulations for the zoning district(s) in which it is located after it is moved.

B. Damage or Destruction

1. If a nonconforming structure is damaged or destroyed by any means to an extent greater than 50 percent of its replacement cost at the time of damage or destruction, then such structure shall not be re-established unless it is made to conform to the requirements of this Development Code. This paragraph shall not apply to structures located in the downtown.

2. Where a nonconforming building is damaged by 50 percent or less of its replacement cost at the time of damage, it may be repaired or restored, provided any such repair or restoration is started within 12

months and is completed within 18 months from the date of partial destruction.

3. The City's Chief Building Official shall determine the above reconstruction costs. The cost of land or any factors other than the cost of the structure are excluded from the determination of cost of restoration for any nonconforming structure. Appeal of the Chief Building Official's determination may be made to the Planning Commission following the procedures under Section 8.13, *Appeals of Administrative Decisions*, of this Development Code.

1.9.3. Nonconforming Uses of Structures and Land

A. Nonconforming Use of Structure

If a lawful use of a structure, or of structure and premises in combination, exists at the effective date of adoption or amendment of this Development Code, the lawful use may be continued even if the use does not conform to the standards of this Development Code, so long as it remains otherwise lawful, and subject to the following provisions:

1. No existing structure devoted to a use not permitted by this Development Code shall be enlarged, moved, or altered except by changing the use of the structure to a use permitted in the district in which it is located, unless expansion of a nonconforming structure devoted to a nonconforming use is approved through a Conditional Use Permit approved under Section 8.7, *Conditional Use Permits,* of this Development Code.

2. Any nonconforming use may be extended throughout parts of a building that were manifestly arranged or designed for such use at the time of adoption or amendment of this Development Code, but no such use shall be extended to occupy any land outside such building.

3. Any structure, or structure and land in combination, in or on which a nonconforming use is superseded by a permitted use, shall thereafter conform to the regulations for the district in which such structure is located, and the nonconforming use may not thereafter be resumed.

4. Where nonconforming use status applies to a structure and premises in combination, removal or destruction of the structure shall eliminate the nonconforming status of the land, provided that such destruction or removal constitutes more than 50 percent of the structure's replacement cost, and provided further that the land meets all the dimensional, development, and other standards of this Development Code.

B. Nonconforming Use of Land

Where, at the effective date of adoption or amendment of this Development Code, lawful uses of land exist that are no longer permissible under the terms

of this Development Code as enacted or amended, such uses may be continued so long as they remain otherwise lawful, subject to the following provisions:

1. No such nonconforming use shall be enlarged, increased, or extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of this Development Code.

2. No such nonconforming use shall be moved in whole or in part to any other portion of the lot or parcel occupied by such use at the effective date of adoption or amendment of this Development Code.

C. Conditional Uses

A use that received a Conditional Use Permit prior to the effective date of this Development Code and that is permitted in its entirety as a principal use in the district in which it is located under this Development Code shall not be deemed a nonconforming use. Such use shall be deemed a permitted principal use and the Conditional Use approval shall be null and void.

~~**1.9.4. Nonconforming Lots of Record**~~

~~In any district in which single-family dwellings are permitted, notwithstanding limitations imposed by other provisions of this Development Code, a single-family dwelling and accessory buildings may be erected on any lot that is of official record on the effective date of this Development Code, subject to the following restrictions:~~

~~**A.** The lot of record lot shall be required to meet all lot area and setback restrictions that were in place at the time the lot of record was created.~~

~~**B.** The lot of record lot must be in separate ownership and not of continuous frontage with other lots in the same ownership.~~

1.9.4. Uses, Structures, and Lots Rendered Conforming

A use, structure, or lot not lawfully existing at the time of the adoption of this Development Code can be deemed lawful and conforming as of the effective date of this Development Code, provided it conforms to all of the requirements of this Development Code.

1.9.5. Uses, Structures, and Lots Rendered Nonconforming

A. When a building, structure, or lot is used for a purpose that was a lawful use before the effective date of this Development Code, and this Development Code no longer classifies such use as an allowed use in the zoning district in which it is located, such use shall be considered nonconforming and shall be controlled by Section 1.9, *Nonconformities*.

~~**1.9.5. Nonconforming Signs**~~ (NOTE: **1.9.5** Moved to 5.11.7.)

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~~**A. Termination**~~

~~A nonconforming sign shall immediately lose its legal nonconforming status and shall be brought into conformance with this Development Code or removed when any of the following occur:~~

~~**1.** The size or shape of the sign is changed, unless such change is a reasonable alteration, repair, or maintenance as determined by the Director; or~~

~~**2.** The nonconforming sign is accessory to a nonconforming use that has lost its nonconforming status; or~~

~~**3.** The primary structure no longer exists.~~

~~**B. Maintenance of Nonconforming Signs**~~

~~Nonconforming signs shall continue to be maintained in safe condition pursuant to the building regulations of the City.~~

~~**C. Relocation or Replacement of Nonconforming Signs**~~

~~A nonconforming sign shall not be relocated or replaced unless it is brought into compliance with the provisions of this Development Code, or unless it is relocated as authorized by state law.~~

~~**D. Reconstruction of Damaged Sign**~~

~~If a sign and/or its support are damaged to the extent where the repair costs exceed 50 percent of the replacement cost of the sign, the sign shall be removed or brought into compliance.~~

~~1.10. SEVERABILITY~~

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~~**1.10.1.** If any court of competent jurisdiction invalidates any provision of this Development Code, then such judgment shall not affect the validity and continued enforcement of any other provision of this Development Code.~~ **NOTE: 1.10 moved to Section 1.7.4.A)**

~~**1.10.2.** If any court of competent jurisdiction invalidates the application of any provision of this Development Code, then such judgment shall not affect the application of that provision to any other building, structure, or use not specifically included in that judgment.~~

~~**1.10.3.** If any court of competent jurisdiction invalidates any condition attached to the approval of an application for development approval, then such judgment shall not affect any other conditions or requirements attached to the same approval that are not specifically included in that judgment.~~

ARTICLE 2: ZONING DISTRICTS

2.1. DISTRICTS ESTABLISHED; ZONING MAP

~~This~~ Article 2 establishes the City's zoning districts and contains statements of purpose and district-specific regulations for each of the districts. Article 3, *Use Regulations*, Article 4, *Dimensional Standards*, and Article 5, *Development and Design Standards and Guidelines*, identify the uses allowed within the districts and the dimensional and other standards applying to development in the districts, respectively.

2.1.1. Zoning Districts Established

The following zoning districts are established:

TABLE 2.1-1: ZONING DISTRICTS ESTABLISHED

Abbreviation	~~New~~ District Name	Associated General Plan Land Use District(s)
RURAL DISTRICTS		
AG	Agricultural	Agriculture (AG)~~Agriculture (AG)~~ Rural (R)~~Rural (R)~~ Open Space (OS)~~Open Space (OS)~~
R1-43	Single-Family Residential 43	Agriculture (AG)~~Agriculture (AG)~~ Rural (R)~~Rural (R)~~ Open Space (OS)~~Open Space (OS)~~
RESIDENTIAL DISTRICTS		
~~RSF-43~~	~~Single-Family Residential 43~~	~~Agriculture (AG)~~ ~~Rural (R)~~ ~~Open Space (OS)~~
R1~~SF~~-18	Single-family 18	~~Rural (R)~~ Neighborhood (N)
R1~~SF~~-10	Single-family 10	Neighborhood (N)
R1~~SF~~-6	Single-family 6	Neighborhood (N)
R1~~SF~~-3	Single-Family 3	Neighborhood (N) Activity Center (AC)
R1~~SF~~-1	Single-Family 1	Neighborhood (N) Activity Center (AC)
SFF	Single-Family Flex	Neighborhood (N) Activity Center (AC)
MF-1	Multi-family 1	Neighborhood (N) Activity Center (AC)

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TABLE 2.1-1: ZONING DISTRICTS ESTABLISHED		
Abbreviation	**~~New~~ District Name**	**Associated General Plan Land Use District(s)**
MF-2	Multi-family 2	Neighborhood (N) Activity Center (AC)
MH	Manufactured Home/RV Park	Rural (R)
MIXED USE DISTRICTS		
NMU	Neighborhood Mixed Use	Neighborhood (N)
CMU	Community Mixed Use	Neighborhood (N) Activity Center (AC)
RMU	Regional Mixed Use	Activity Center (AC)
IMU	Industrial Mixed Use	Activity Center (AC)
DC	Downtown Commercial	Activity Center (AC)
DR	Downtown Residential	Activity Center (AC)
OFFICE AND COMMERCIAL DISTRICTS		
PO	Office	Business Commerce (BC) Employment (E) Activity Center (AC)
C-1	Neighborhood Commercial	Residential (R) Neighborhood (N)
C-2	Community Commercial	Business Commerce (BC) Activity Center (AC)
C-3	Regional Commercial	Business Commerce (BC) Activity Center (AC)
BP	Business Park	Business Commerce (BC) Employment (E) Activity Center (AC)
INDUSTRIAL DISTRICTS		
I-1	Light Industrial	Employment (E)
I-2	Heavy Industrial	Employment (E)
~~PLANNED MASTER DEVELOPMENT OVERLAY~~MASTER PLANNED DEVELOPMENT DISTRICTS AND OVERLAYS DISTRICTS		
PAD	Planned Area Development	Any Land Use District
CMP	Community Master Plan (640 acre minimum)	Master Planned Community (MPC)

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TABLE 2.1-1: ZONING DISTRICTS ESTABLISHED		
Abbreviation	**~~New~~ District Name**	**Associated General Plan Land Use District(s)**
AREOD	Apache Rainbow Employment Overlay District	Specific Boundary Designated
AOD	Airport Overlay District	Specific Boundary Designated

The Director or their Designee shall determine the compatibility of the respective zoning district to the General Plan Land Use District since all uses identified in the table above are "possible," but not guaranteed.

2.1.2. Zoning Map

The zoning districts are shown on the "City of Buckeye Zoning Map" (Zoning Map). The boundaries of zoning districts established in this Development Code are delineated upon the Zoning Map and adopted as part of this Development Code. In the event of uncertainty in the exact boundaries of any of the districts as shown on the Zoning Map, the rules contained in Subsection 1.6.2, *Interpretation,* of this Development Code, shall apply.

2.1.3. Relationship to Overlay Zoning Districts

All lands within the City shall be designated as one of the base zoning districts listed in Sections 2.2 through 2.6. In addition, some lands may be designated as one or more of the overlay districts listed in Section 2.7. Where the property is designated as an overlay district as well as a base zoning district, the regulations governing development in the overlay district shall apply in addition to the regulations governing development in the underlying base district, except to the extent the overlay district expressly modifies such underlying base district's regulations. In the event of an express conflict between the two sets of standards, the standards for the overlay district shall control.

2.2. RURAL~~AGRICULTURAL~~ DISTRICTS

2.2.1. Agricultural (AG)

The AG district is established to provide for the continued use of land for predominantly ~~rural residential,~~ agricultural and/or ranching purposes, and to preserve undeveloped areas until they can feasibly be developed at urban standards and with adequate public safeguards of health, safety, and welfare.

2.2.2. Single-Family Residential 43 (R1-43)

The R1~~SF~~-43 district is established to provide for low-density residential uses with limited agricultural, animal and ranching privileges and establish a transition area between agricultural uses and more intense development. The district has a minimum lot size of 43,000 square feet.~~R1-43~~

2.3. RESIDENTIAL DISTRICTS

2.3.1. General Purposes of Residential Districts

The residential zoning districts are intended to:

A. Provide appropriately located areas for residential development that are consistent with the General Plan and with standards for public health, safety, and general welfare;

B. Allow for a variety of housing types that meet the diverse economic and social needs of current and prospective residents;

C. Protect the scale and character of existing residential neighborhoods and community character when practical;

D. Reduce the need for negotiated Community Master Plans in residential development;

E. Provide for connectivity among residential developments so that an interconnected, integrated pattern of neighborhoods is established;

F. Discourage any use that would generate traffic or create congestion on neighborhood streets other than the normal traffic that serves the residents of the district; and

G. Discourage any use that, because of its character or size, would create additional requirements and costs for public services that are in excess of such requirements and costs if the district were developed solely for the intended type of residential uses.

Future rezonings to the residential districts should be consistent with the City's plans for water and sanitary sewer line extensions, as well as expansion of garbage collection services.

~~**2.3.2 Single-Family Rural Residential 43 (RSF1-43)**~~

~~**The SF-43 district is established to provide for low-density residential uses with limited ranch agricultural, animal and ranching privileges, andprivileges and establish a transition area between agricultural uses and more intense development. The district has a minimum lot size of 43,000 square feet.**~~

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2.3.3. Single-Family Residential 18 (RSF1-18)

The SF-18 zoning district is intended to promote and encourage a suitable environment for residential development on large lots at a low rate of urban population density. Housing density in the SF-18 district shall be higher than the SF-43 district and lower than the SF-10 district. It is the intent of this district to encourage the construction of and the continued use of the land for single-family dwellings, and to prohibit commercial, office, and industrial use, or any other use that would substantially interfere with development or continuation of single-family dwellings or any use not performing a neighborhood function. The district has a minimum lot size of 18,000 square feet.

2.3.4. Single-Family Residential 10 (RSF1-10)

The SF-10 district is intended to promote the construction of and the continued use of the land for single-family dwellings on medium-size lots with a greater density of land use allowed than in the SF-18 district. The district prohibits commercial and industrial use or any other use that would substantially interfere with the development or continuation of single-family dwellings in this district. The district has a minimum lot size of 10,000 square feet.

2.3.5. Single-Family Residential 6 (R~~S~~F1-6)

The SF-6 district is intended for single-family dwellings at a higher density than allowed in the SF-18 and SF-10 districts. The district prohibits commercial and industrial use or any other use that would substantially interfere with the development or continuation of single-family dwellings in this district. The district has a minimum lot size of 6,000 square feet.

2.3.6. Single-Family Residential 3 (R~~S~~F1-3)

The SF-3 district is intended for small-lot single-family dwellings at a higher density than allowed in the SF-6 district. In addition to single-family homes, two-family homes (duplexes) and townhomes are allowed. The district prohibits commercial and industrial use or any other use that would substantially interfere with the development or continuation of single-family dwellings in this district. The district has a minimum lot size of 3,000 square feet.

2.3.7. ~~Single-Family~~ Residential 1 (R~~S~~F1-1)

The SF-1 district is intended for small-lot single-family dwellings at a higher density than allowed in the SF-3 districts. In addition to single-family homes, two-family homes (duplexes) and townhomes are allowed. The district prohibits commercial and industrial use or any other use that would substantially interfere with the development or continuation of single-family dwellings in this district. The district has a minimum lot size of 1,000 square feet.

2.3.8. ~~Single-Family~~ Single-Family Flex (SFF)

The Single-Family Flex District is intended to provide diverse quality housing that is attainable. This district promotes housing diversity and density while minimizing impacts to surrounding development. Design standards support townhouse and cottage cluster development.

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2.3.9. ~~Residential~~ Multi-Family 1 (MF-1)

The MF-1 district is intended to accommodate the development of multi-family units, including apartments and condominiums, in neighborhoods with medium to high residential densities. It is the intent of this district, through proper site planning and design, to provide compatibility of uses in zoning, assure privacy and individuality by adequate screening techniques, protect adjacent property values, and provide usable open space (exclusive of parking areas and streets).

2.3.10. ~~Residential~~ Multi- Family 2 (MF-2)

The MF-2 district is intended to accommodate the development of multi-family units at urban densities in a mid- or high-rise configuration. This district is intended to be used along major transportation corridors and in or near business centers, but is not intended to be used in the immediate proximity of single-family residential development at substantially lower densities. It is the intent of this district to require exceptional site planning and design in order to provide usable open space (exclusive of parking areas and streets) and minimize visual, privacy, and traffic-related impacts on any adjacent residential development or open space.

2.3.11~~10~~. Mobile Home/RV Park (MH)

The MH district is intended to encourage the development of properly planned mobile home/RV parks and subdivisions in residential environments and to establish standards for the size, design, and quality of mobile home/RV parks.

2.4. MIXED-USE DISTRICTS

2.4.1. General Purposes of Mixed-Use Districts

Mixed-use districts define the uses of land and the siting and character of the improvements and structures to promote compatibility between residential and nonresidential uses. The districts also are intended to encourage redevelopment of underutilized parcels and infill development of vacant parcels. The mixed-use districts specifically are intended to:

A. Concentrate higher-density residential development and commercial and office employment efficiently in and around the downtown, major employment centers, and other designated centers of community activity;

B. Encourage mixed-use and higher-density redevelopment, conversion, and reuse of aging and underutilized areas, and increase the efficient use of available land in the City;

C. Create compact and pedestrian-oriented environments that encourage transit use and pedestrian access; and

D. Ensure that development in mixed-use areas is of high quality and provides pedestrian scale and interest through use of varied forms, materials, details, and colors, especially at the ground floor and second story.

E. Ensure that office, commercial, or retail space occupies the majority of the ground-floor area of all mixed use buildings.

2.4.2. Neighborhood Mixed Use (NMU)

The NMU district is intended to provide for small, compact commercial/residential centers within or surrounded by residential areas, compatible in scale and character with surrounding residential uses, to serve the convenience needs of the immediately surrounding neighborhood. NMU centers are between one-half to five acres in size. Ground-floor small-scale retail and restaurants are encouraged, with upper-story residential and office uses. Continuous commercial frontages, largely uninterrupted by driveways and parking, are encouraged.

2.4.3. Community Mixed Use (CMU)

The CMU district is intended to provide for community-serving commercial/residential development at a higher scale than is appropriate for the NMU district The CMU district is intended for use along selected corridors and at important nodes in the City on sites of five acres or larger. The CMU district is intended to include commercial, institutional, recreational, and service facilities needed to support surrounding neighborhoods and the community at-large. Medium- to higher-density housing shall be incorporated within or located around the district. Development shall facilitate pedestrian connections between residential and nonresidential uses.

2.4.4. Regional Mixed Use (RMU)

The RMU district is designed to accommodate the highest-intensity mixed-use development in key areas or nodes as identified in the General Plan. This district is intended to include the broadest range of uses and serve as a regional activity and employment center. The RMU district is designed for both pedestrians and automobiles, as well as alternative modes of transportation. This district is intended to include a mixture of commercial, office, and residential uses.

2.4.5. Industrial Mixed Use (IMU)

The IMU district is designed to accommodate mixed use industrial development in key areas or nodes as identified in the General Plan. This district is intended to serve as an employment center. The IMU district is designed for both ~~pedestrian and~~ automobile, ~~as well as~~ and alternative modes of transportation. This district is intended to include a mixture of industrial uses with related commercial, office, and business park uses.

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2.4.~~6~~5. Downtown Commercial (DC)

The DC district is intended to provide for and encourage development and redevelopment that preserves and enhances the unique character and vitality of the Buckeye downtown. Permitted uses include public uses, offices, retail, restaurants, entertainment/recreation, and services that are destination-oriented in nature. Residential uses are also permitted if not the dominant ground floor use along the area's primary main streets, Monroe Avenue and 4th Street. Design standards focus on creating a human-scaled, pedestrian-oriented and walkable downtown, where automobile-oriented uses, if present will be designed to de-emphasize drive throughs and parking from the perspective of adjacent streets. To be eligible for DC zoning, a property must be located within the Downtown Buckeye Activity Center and be designated as part of the Downtown Core on Figure 3.1 (Long-Term Future Land Use Framework Plan) of the Buckeye Downtown Specific Area Plan (DSAP). ~~The DC district is intended to provide for and encourage development and redevelopment that preserves and enhances the unique character and vitality of the Buckeye downtown. Public uses, offices, retail, service, and upper story residential uses are allowed. Design standards focus on creating a human-scaled, pedestrian-oriented and walkable downtown that invites commercial development and complementary residential opportunities. Continuous retail frontages, largely uninterrupted by driveways and parking, are encouraged.~~

2.4.~~7~~6. Downtown Residential (DR)

The DR district allows for development and redevelopment of properties within the Downtown Activity Center that are not located adjacent to the area's primary main streets, including many of Buckeye's older residential neighborhoods. The district allows for a variety of residential uses including single-family residential, duplexes, and multi-family residential, as well as a tailored list of compatible commercial and office uses. To be eligible for DR zoning, a property must be located within the Downtown Activity Center and be designated a Downtown Residential on Figure 3.1 (Long-Term Future Land Use Framework Plan) of the Buckeye Downtown Specific Area Plan (DSAP). ~~The DR district allows for the development and redevelopment of the older residential neighborhoods surrounding the historic downtown. The district allows single-family, two-~~

~~family, and multi-family dwellings, as well as certain compatible commercial and office uses.~~

2.5. OFFICE AND COMMERCIAL DISTRICTS

2.5.1. General Purposes of Office and Commercial Districts

The office and commercial zoning districts generally are intended to:

~~F.~~A. Provide appropriately located areas consistent with the General Plan for retail, service, and office uses;

~~G.~~B. Strengthen the City's economic base and provide employment opportunities close to home for residents of the City and surrounding communities; and

~~H.~~C. Minimize any negative impact of nonresidential development on adjacent residential land uses.

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2.5.2. Professional Office (PO)

The PO district is intended to provide locations for offices and supporting commercial uses. Activities located in the office districts should have traffic generation characteristics associated with an office environment; may have supporting retail or other limited commercial uses; should require limited identification by signage; and should generate virtually no noise, odor, dust, or vibration.

2.5.3. Neighborhood Commercial (C-1)

The C-1 district is intended for small, compact commercial uses within or surrounded by residential areas, compatible in scale and character with surrounding residential uses, to serve the convenience needs of the immediately surrounding neighborhood.

2.5.4. Community Commercial (C-2)

The Community Commercial district is intended to provide for the development of commercial corridors with community-serving uses with a three to five mile market area. The C-2 district is intended to provide for a full range of community-oriented retail and service commercial uses, but is not intended to accommodate large scale commercial or retail uses with a city-wide or regional market area.

2.5.5. Regional Commercial (C-3)

The C-3 district is intended primarily for uses that provide commercial goods and services to residents of the community in areas that are dependent on automobile access and exposed to heavy automobile traffic. This district is intended to accommodate large-scale commercial or retail uses with a city-wide or regional market area. For example, high-intensity regional shopping centers on large sites with multiple buildings are appropriate within the C-3 district. These commercial uses are subject to frequent view by the public and visitors to Buckeye, and they should provide an attractive appearance with landscaping, sufficient parking, and controlled traffic movement.

2.5.6. Business Park District (BP)

The BP district is intended to allow for a mixture of light industrial, office, manufacturing, and limited retail uses in a business park, industrial park, or campus setting with high-quality site and building design.

2.6. INDUSTRIAL DISTRICTS

2.6.1. General Purposes of Industrial Districts

The industrial zoning districts generally are intended to:

~~I.~~A. Provide appropriately located areas, consistent with the General Plan, for industrial uses;

~~J.~~B. Strengthen the City's economic base and provide employment opportunities close to home for residents of the City and surrounding communities; and

~~K.~~C. Minimize any negative impact of industrial development on adjacent residential land uses.

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2.6.2. Light Industrial District (I-1)

The I-1 district is intended to provide for light manufacturing, warehousing, processing, service, storage, wholesale, distribution operations, and research and development uses, with all operations contained within an enclosed building.

2.6.3. Heavy Industrial District (I-2)

The I-2 district is intended to provide for heavy industrial development that has some, any, or all of the following: (a) potentially noxious impacts, or (b) very heavy truck traffic for supplies, storage, or shipping, or (c) outdoor storage and operations. Examples include heavy manufacturing, storage, major freight terminals, waste and salvage, large dairy operations, distribution centers, processing, and other related uses. The intent is to preserve this land especially for industry in locations with access to major streets as designated on the General Plan Map, as well as locations generally accessible to railroad transportation. The district is also intended for military uses. Because of the intensive nature of the uses that may be allowed in this district, a buffer and other site design requirements may be necessary around this district to protect other zoning districts except the I-1 Light Industrial district.

2.7. MASTER PLANNED DEVELOPMENT ~~DISTRICTS~~ DISTRICTS AND OVERLAY DISTRICTS~~S~~ ~~OVERLAY DISTRICTS~~

2.7.1. ~~.~~Community Master Plan (CMP) District

The Community Master Plan~~ overlay~~ district is established to provide an alternative to conventional development, and requires approval under the procedures in Section 8.6, *Community Master Plans,* of this Development Code. The CMP district~~overlay designation~~ is available only for projects that include a minimum of 640 acres. The district is intended to accomplish the following purposes:

A. To permit and encourage innovative land development while maintaining appropriate limitations on the character and intensity of use and assuring compatibility with adjoining and proximate properties;

B. To permit greater flexibility within the development to best utilize the physical features of the particular site, in exchange for greater public benefits than would otherwise be achieved through development under this Development Code;

C. To ensure that larger, planned developments function as integrated communities, with community amenities and benefits and with enhanced design not required or available in standard subdivision development;

D. To encourage the provision and preservation of open space that can provide meaningful recreational opportunities or connect to and supplement adjacent open spaces to provide more valuable public amenities;

E. To encourage integrated and unified design and function of the various uses comprising the CMP;

F. To encourage a more productive use of land consistent with the public objectives and standards of accessibility, safety, infrastructure and land use compatibility; and

G. To foster a strong sense of community based on the distinctive character of the development and a shared physical and economic environment.

H. Any property converted to CMP from the Planned Community (PC) zoning district will be able to develop according to their existing approved CMP unless otherwise amended with a formal application for a CMP amendment.

~~**G.**~~**I.** Any property converted to CMP from the Planned Community (PC) zoning district that is unplatted will be able to develop according to their approved plan and development agreement, if applicable. Accommodation will be made to maintain the entitlements held previously.

2.7.2. Planned Area Development (PAD) District

The Planned Area Development ~~overlay~~ district is established to provide an alternative to conventional development, and requires approval under the procedures in Section 8.6, *Community Master Plans and Planned Area Development Plans*, of this Development Code ~~(the procedures and criteria applicable to the establishment of CMPs also apply to PADs)~~. The PAD district is available for projects over 5 acres in size or otherwise approved by the Director or their Designee. This district is intended to accomplish all of the following purposes:

~~**H.**~~**A.** To permit greater flexibility within the development to best utilize the physical features of the particular site in exchange for greater public benefits than would otherwise be achieved through development under this Development Code;

~~**I.**~~**B.** To ensure that any development impacts that occur through the use of greater flexibility are mitigated to the greatest extent feasible so as not to create adverse impacts on neighboring properties or the surrounding neighborhood.

~~**J.**~~**C.** To encourage the provision and preservation of meaningful open space;

~~**K.**~~**D.** To encourage integrated and unified design and function of the various uses comprising the PAD; and

E. To encourage a more productive use of land consistent with the public objectives and standards of accessibility, safety, infrastructure and land use compatibility.

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F. To foster a strong sense of community based on the distinctive character of the development and a shared physical and economic environment.

G. To ensure that planned developments function in an integrated fashion with amenities and benefits and with enhanced design not required or available in standard subdivision development.

~~I.~~H. Any property that is converted to PAD from the Planned Residential (PR) Zoning District will be able to develop via an approved site plan or plat according to standards and uses listed in Appendices B and C unless otherwise amended with a formal PAD application. PR parcels smaller ~~th~~an the minimum lot size when converted shall be deemed legal non-conforming.

2.7.3. Apache-Rainbow Employment Overlay District (AREOD)

A. Purpose

The Apache-Rainbow Employment Overlay District is established to enhance economic opportunities, streamline review and approval procedures, and provide an alternative to conventional industrial development standards within the overlay area. It is the intent of these provisions to provide context-sensitive~~,~~ design flexibility and enhance land use compatibility between industrial-employment based uses and adjacent existing and future residential neighborhoods.

B. Boundaries

The boundaries of the Buckeye Employment Overlay District are established as shown on Figure 2.7-A generally bounded by Southern Avenue, Apache Road, The Union Pacific Rail Road and Rainbow Road.

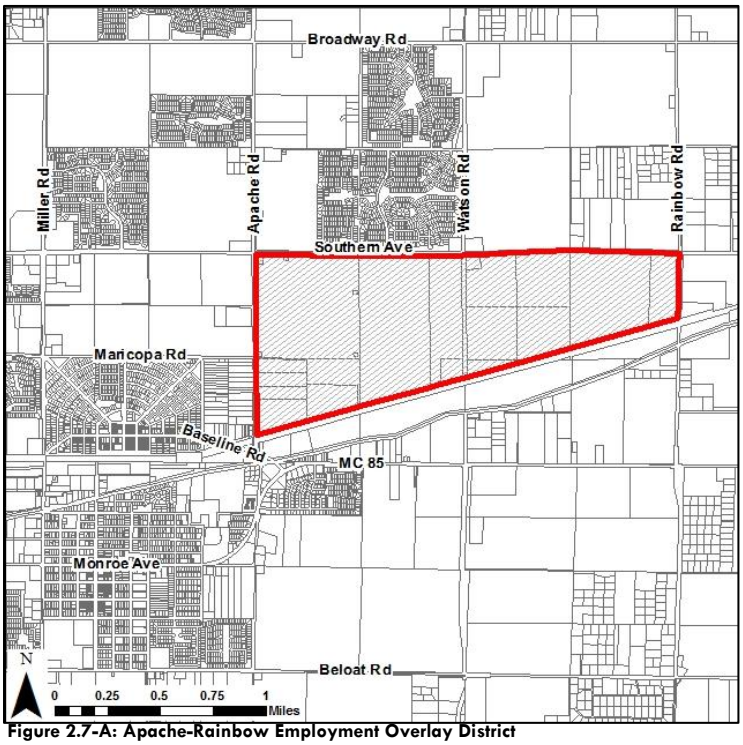

Figure 2.7-A: Apache-Rainbow Employment Overlay District

C. General Regulations

1. General Applicability

Unless otherwise specifically identified in this section, all guidelines and standards of Development Code shall apply to all development within the district.

~~**2. Governmental Exemption**~~

~~Section 1.5.3 shall not apply. Development by any municipal, county, state, or federal government agency within the district boundaries shall not be subject to the provisions of the Development Code.~~

~~3.~~2. Building Design Standards

a. Architectural Character

Large-scale industrial process often require specialized building designs which accommodate long-run assembly, manufacturing, research and other industrial methods. The standards and guidelines of sections 5.8.2.B., 5.8.3.B., 5.8.3.D., and 5.8.3.E.2.a may impact

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these operations and shall not apply to industrial or manufacturing uses in buildings over 50,000 square feet within the district. However, designs which incorporate these standards and guidelines are encouraged.

b. Preferred Building Structure Wall Materials

Section 5.8.3.F. shall not apply. The following materials are preferred for use on exterior building walls, individually or in combination:

(i) Brick;

(ii) Stone (natural or simulated);

(iii) Painted, stained, or integrally-colored concrete masonry units (CMU), split face or ground face;

(iv) Tilt-up concrete panels, with or without reveals;

(v) Stucco;

(vi) Exterior Insulation and Finish Systems (EIFS);

(vii) Clear and tinted glass;

(viii) Tile;

(ix) Wood; and

(x) Architectural metal;

Other materials may be used provided they are of comparable quality, durability, and character, as determined by the Director.

c. Alternative Wall Materials

The following materials are additional alternative permitted wall materials for buildings which exceed 50,000 square feet and contain industrial/manufacturing uses. They may be used individually or in combination with any material listed in section 2.7.3.C.3.b.

(i) Pre-fabricated Metal Panels; and

(ii) Corrugated or rolled Metal

~~4.~~3. Landscaping

a. Site Perimeter Landscaping

Section 5.4.3.B shall not apply. A minimum landscape buffer of up to 150 feet of the required setback shall be provided along all arterial streets from the edge of the right-of-way.

(i) Under all circumstances, a 50-foot minimum landscaping buffer shall be provided adjacent to Watson Road right-of-way.

(ii) Except for the buffer adjacent to Watson Road, this buffer may be reduced to 20-feet if buildings which abut the landscape buffer are composed of the Preferred Wall Materials listed in 2.7.3.C.

(iii) If the 150-foot buffer is required, outdoor storage and parking may encroach into the site perimeter landscaping buffer 75-feet provided that a minimum 6-ft tall architectural screen wall is located between the outdoor storage and/or parking and the adjacent right-of-way line. In no case shall the materials or equipment stored as outdoor storage or parking exceed the height of the screen wall.

(iv) This site perimeter landscaping shall count towards the Site Enhancement Landscaping required by section 5.4.3.A.

(v) Drainage facilities may be located within the site perimeter landscaping buffer.

b. Building Foundation Plantings

Section 5.4.3.D shall not apply. All development shall provide a minimum of one shrub for each eight lineal feet of building facade along all building facades that are adjacent to or facing public streets or parking areas. Four (4) shrubs can be replaced with one tree. Plant may be placed in-ground within 15 feet of the building façade. As an alternative, required plantings may be placed in adjacent yards to aid in screening.

c. Entryways (Landscaping)

Section 5.4.3.E shall not apply.

~~5.~~4. Fencing~~, Walls,~~ and Screening

~~a.~~ Section 5.4.6 shall not apply.

~~b.~~a. Fences ~~and Walls~~

(i) Height

No fence ~~or wall~~ located between the principal structure and street-side and front property lines shall exceed six feet in height; additional height of up to 2-feet may be granted

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for retaining walls, sites with elevated foundations or to enhance screening of outdoor storage. No fence ~~or wall~~ located between the principal structure and the rear or side property line shall exceed eight feet in height. Columns, pilasters and other narrow features are allowed to exceed the maximum fence height by eight (8) inches for no more than 2-feet of run.

(ii) Articulation

F~~Walls and f~~ences shall be articulated to avoid continuous, unbroken expanses. No ~~wall or~~ fence facing an arterial or highway may extend continuously, without articulation, for more than 200 feet, or 100 feet for ~~walls or~~ fences facing any other type of Public Street. Fences ~~or walls~~ may be articulated using any combination of the following:

(1) Changes in material or texture, including the use of view walls that allow for views into the site;

(2) Offsets (projections or recessions of at least 2-feet);

(3) Columns, pilasters or other vertical changes at regular intervals;

(4) Landscape pockets and/or runs of landscaping along fence lines; or

(5) Similar features as approved.

(iii) ~~Wall and~~ Fence Materials

F~~Walls and f~~ences shall be constructed with any combination of the following materials:

(6) Integrally-colored, split-face, or ground-face concrete masonry units (CMU);

(7) Concrete masonry units that have been painted, stuccoed, or faced with another permitted material;

(8) Stone (natural or simulated);

(9) Brick;

(10) Wrought-iron or other decorative metal;

(11) Chain-link fencing (industrial/manufacturing uses only that are not visible from freeways, arterial and collector streets)

(iv) ~~Wall and~~ Fence Placement

F~~No walls or f~~ences may be placed within the public right-of-way.

~~c.~~b. Screening of Refuse Collection and Mechanicals

(i) Solid waste collection areas and ground-level mechanical equipment shall be screened from the view of a six-foot tall person standing on the property line on the far side of an adjacent public street.

(ii) Individual screening of rooftop mechanical equipment is prohibited. Best efforts shall be taken so that rooftop units are either grouped together and screened "penthouse style" or screened with a parapet wall the entire length of the building. Such screening shall be designed consistent with the architecture of the building and parapet wall shall be designed to be integral to the overall architecture of the building.

~~d.~~c. Screening of Services and Impact Mitigation

Loading docks, truck parking, outdoor storage, trash collection, trash compaction, and other service functions shall be incorporated into the overall design of the building and landscaping so that the acoustic impacts of these functions are contained to the maximum extent feasible, and so that such features are fully screened and out of view from public streets. Use screening materials for solid waste collection and loading areas that are the same and of equal quality to the materials used for the primary building and landscaping.

~~e.~~d. Screening of Utilities

All site utilities shall be located underground, including but not limited to electric lines less than 69kV, telephone, cable, water, and sewer systems, per applicable utility requirements and specifications. Where feasible, locate above-ground utility facilities, such as utility cabinets and meters, in areas that do not conflict with site circulation or visibility areas. Screen these facilities with dense landscaping or decorative fences~~walls~~ and/or integrate into the building design as appropriate.

D. General Procedures

1. General Applicability

Unless otherwise specifically identified in this section, all procedures of Article 8, Review and Approval Procedures shall apply to all development within the district.

2. Review Procedures and Criteria

a. Site Plan, Landscaping and Building Design Review Procedures

Section 8.9 shall not apply. A conceptual site plan, landscape plan and building elevations shall be submitted for administrative review and approval by the Development Services Director or their designee. Neighborhood notification shall be mailed to all adjacent property owners within 300-feet of the project site prior to approval. Site plan, landscaping plan, and building design approval constitutes

authorization for submittal of final construction and civil improvement plans and reports.

b. Approval Criteria

(i) The site plan is consistent with the General Plan;

(ii) The site plan is consistent with any previously approved subdivision plat, planned development, or any other precedent plan or land use approval as applicable;

(iii) The site plan complies with all applicable development and design standards set forth in this Development Code; and

(iv) The development proposed in the plan and its general location is or will be compatible with the character of surrounding land uses.

~~**E. Opt-out**~~

~~Property owners who wish not to utilize the customized standards, guidelines and procedures of this district shall opt-out within three (3) years of the date of adoption of this code (ORD 12-16, June 7, 2016). Such request shall sent to the attention of the Development Services Director and be made in writing. It shall include the parcel address(es), APN of the parcel(s), owner name, owner address, and owner's signature.~~

2.7.4. Airport Overlay District (AOD)

A. Purpose~~.~~

The Airport Overlay District is established to enhance economic opportunities, streamline review and approval procedures, and provide aviation specific development standards within the overlay area.

B. Boundaries~~.~~

The boundaries of the Buckeye Airport Overlay District are established as shown on Figure 2.7-B generally bounded by West Yuma Road to the north, South Palo Verde Road to the east, West Elwood Street alignment to the south, and South Bruner Road alignment to the west. Boundaries are subject to change as the Airport acquires additional real property for airport expansion and development.

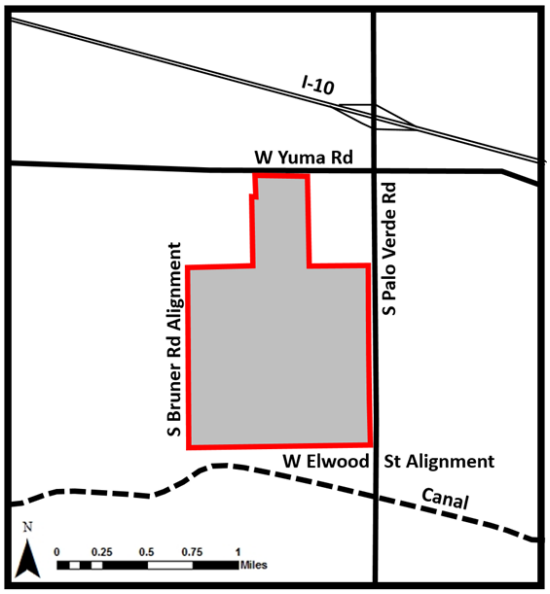

Figure 2.7-B: Airport Overlay District (AOD)

C. General Regulations~~.~~

1. General Applicability~~.~~

Unless otherwise specifically identified in this section, all guidelines and standards of Development Code shall apply to all development within the district.

~~**2. Governmental Exemption.**~~

~~Section 1.5.3 shall not apply. Development by any municipal, county, state, or federal government agency within the district boundaries shall not be subject to the provisions of the Development Code.~~

~~3.~~2. Building Design Standards~~.~~

a. Architectural Character~~.~~

Aeronautical Related Uses~~:~~ Aeronautical uses often require specialized building designs which accommodate hangars, offices, fueling facilities, warehouses and other aviation related structures that require direct or indirect access to taxiways and the runway. The standards and guidelines of Section 5.8 may impact these operations and shall not apply to buildings with aeronautical uses within the district. However, designs which incorporate these standards and guidelines are encouraged

where practical in accordance with the Airport Layout Plan (ALP) as amended.

Non-aeronautical Uses. Located primarily along the frontage of Palo Verde Road, non-aeronautical uses such as restaurants, commercial offices, aviation related businesses, and retail that do not require airport access, as determined by the Airport Manager and as shown ALP, will follow the zoning regulations of the underlying zoning district and will be subject to the provisions of section 5.8 where compatible with the ALP. Any future area plans that address design and development will apply to the non-aeronautical uses as described herein.

b. Preferred Building Wall Materials for Aviation Related Uses.

Section 5.8.3.F. shall not apply.

The following materials are preferred for use on exterior building walls, individually or in combination:

(i) Brick;

(ii) Stone (natural or simulated);

(iii) Painted, stained, or integrally-colored concrete masonry units (CMU), split face or ground face;

(iv) Concrete: The use of concrete in walls (prefabricated, cast in place, tilt up, etc.);

(v) The use of Stucco (or Exterior Insulation and Finish Systems (EIFS)/Western One Coat) should be minimized. When stucco is utilized, specify smooth finish and highlight with other finish materials such as brick or metal;

(vi) Window Materials: Windows will be, at a minimum, double paned, low E coated and/or tinted. Window glazing shall be angled downward or perpendicular to the ground plane to reduce glare.

c. Prohibited Exterior Building Materials.

The following materials shall not be used within the entire Airport Overlay District:

(i) Wood materials on the exterior of any building, except for decorative accents;

(ii) Galvanized roofing materials due to reflectivity;

(iii) The use of fabrics on the exterior of the building envelope;

(iv) Chrome or other highly polished reflective materials that may cause glare;

(v) Asphalt or wood shingles;

(vi) Ballasted or asphaltic roofing;

(vii) Solar panels are authorized on roofs if they can be certified to pass all glare requirements as noted in Federal Register 78 FR 63726, FAA Interim Policy for Solar Energy System Projects on Federally Obligated Airports.

d. Alternative Building Wall Materials.

The following materials are permitted wall materials for aeronautical structures. They may be used individually or in combination with any material listed in Section 2.7.3.C.3.b.

(i) Pre-fabricated metal panels; and/or

(ii) Corrugated or rolled metal.

e. Pre-engineered Buildings.

Pre-engineered buildings are permitted structures within the Airport Overlay District for use on aeronautical facilities (hangars).

4.3. Landscaping.

The requirements of section 5.4 shall not apply to the Airport Overlay District. Landscaping within the AOD is modified from standard requirements for reasons of safety and security. The following shall apply:

a. Aeronautical Area: Landscaping is limited to plants less than eighteen inches in height (and not requiring irrigation), pavement, or landscape rock. All proposed landscaping shall be free of materials that can be ingested by aircraft engines, known as Foreign Object Debris (FOD);

b. Non-Aeronautical Area: "Xeriscape" approach to landscaping shall be utilized that provides an uncluttered, clean, and orderly representation of the Southwest Desert; however, plantings shall not be such that wildlife or birds are attracted to the plantings.

c. Air/Non-Aeronautical Buffer: Due to the need to provide visual surveillance from the non-aeronautical side to the aeronautical side, there shall be a twenty-foot buffer on the non-aeronautical side for any proposed plantings. Trees planted outside the twenty-foot boundary shall be forever trimmed to seven feet clear and in no case shall the mature canopy be greater than twenty feet in

diameter. Within the twenty-foot buffer, all plantings are limited to eighteen inches in height. See Figure 2.7-C.

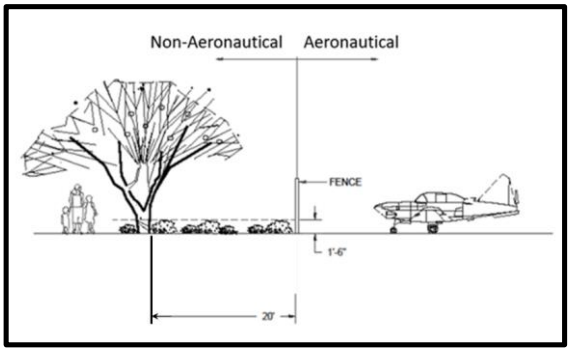

Figure 2.7-C - Landscape Buffer

~~5.~~4. Fencing~~, Walls,~~ and Screening~~.~~

a. Section 5.4.6 shall not apply to Aeronautical Areas as defined by the ALP.

b. Non-Aeronautical Area Fences ~~and Walls.~~

(i) **Height~~.~~**

No fence ~~or wall~~ located between a structure and street-side property lines shall exceed six (6) feet in height. Additional height of up to two (2) feet may be granted for retaining walls, sites with elevated foundations, security measures, or to enhance screening of outdoor storage. No fence ~~or wall~~ located between structures and the rear or side property line shall exceed eight (8) feet in height. Columns, pilasters and other narrow features are allowed to exceed the maximum fence height by eight (8) inches for no more than two (2) feet of run.

(ii) **Articulation~~.~~**

~~Walls and fences~~Fences shall be articulated to avoid continuous, unbroken expanses. No ~~wall or~~ fence facing an arterial or highway may extend continuously, without articulation, for more than 200 feet, or 100 feet for ~~walls or~~ fences facing any other type of Public Street. Fences ~~or walls~~ may be articulated using any combination of the following:

1) Changes in material or texture, including the use of view walls that allow for views into the site;

2) Offsets (projections or recessions of at least two (2) feet);

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3) Columns, pilasters or other vertical changes at regular intervals;

4) Landscape pockets and/or runs of landscaping along fence lines; or Similar features as approved by staff.

(iii) **Fence Materials~~.~~**

F~~Walls and f~~ences shall be constructed with any combination of the following materials:

1) Integrally-colored, split-face, or ground-face concrete masonry units (CMU);

2) Concrete masonry units that have been painted, stuccoed, or faced with another permitted material;

3) Stone (natural or simulated);

4) Brick;

5) Wrought-iron or other decorative metal;

6) Minimum 6-foot tall chain-link fencing with three strand barbed wire. Where fencing is required along S. Palo Verde Road due to non-aeronautical land lease development that would require access to South Palo Verde Road, subsections (1) through (5) would be required; however, the interior border separating aeronautical activity of the land leased non-aeronautical parcels may use a minimum 6-foot tall chain-link fencing with three strand barbed wire, as approved by the Airport Director.

(iv) **~~Wall and~~ Fence Placement~~.~~**

No F~~walls or f~~ences may be placed within the public right-of-way.

c. Aeronautical/Non-aeronautical Area Requirements: Fencing that separates the Aeronautical and non-aeronautical areas shall meet FAA security fencing requirements (FAA Advisory Circular 150/5370-10G, Change 8, as amended). No construction or "climbable" objects on the non-aeronautical side will be closer than ten feet to any Aeronautical Area's perimeter fencing.

d. Screening of Refuse Collection and Mechanicals~~.~~

(i) Solid waste collection areas and ground-level mechanical equipment shall be screened from the view. Solid Waste and ground-level mechanical equipment enclosures shall be located on the non-aeronautical side of the hangar fence to allow collection and/or servicing from the vehicle access road.

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(ii) Individual screening of rooftop mechanical equipment is prohibited. Best efforts shall be taken to screen rooftop equipment from the perspective of adjacent public rights-of-way so that rooftop units are either grouped together and screened "penthouse style" or screened with a parapet wall the entire length of the building. Such screening shall be designed consistent with the architecture of the building and parapet wall shall be designed to be integral to the overall architecture of the building.

e. Screening of Services and Impact Mitigation: Outdoor storage, trash collection, trash compaction, and other service functions shall be incorporated into the overall design of the building and landscaping so that the acoustic impacts of these functions are contained to the maximum extent feasible, and so that such features are fully screened and out of view from public streets. Use screening materials for solid waste collection and loading areas that are the same and of equal quality to the materials used for the primary building and landscaping.

f. Screening of Utilities: All site utilities shall be located underground, including but not limited to electric lines less than 69kV, telephone, cable, water, and sewer systems, per applicable utility requirements and specifications. 69kV and larger electric lines will be undergrounded when interfering with airport operations as determined by the Airport Manager. Where feasible, locate above-ground utility facilities, such as utility cabinets and meters, in areas that do not conflict with site circulation or visibility areas. Screen these facilities with dense landscaping or decorative fence~~walls~~ and/or integrate into the building design as appropriate.

D. General Procedures.

1. General Applicability

Unless otherwise specifically identified in this section, all procedures of Article 8, Review and Approval Procedures, shall apply to all development within the district.

2. Review Procedures and Criteria

a. Site Plan, Landscaping and Building Design Review Procedures for Aeronautical Uses

Section 8.9 shall not apply. A conceptual site plan, landscape plan and building elevations shall be submitted for administrative review and approval by the Development Services Director and the Airport Manager. Site plan, landscaping plan, and building design approval constitutes authorization for submittal of final construction and civil improvement plans and reports.

b. Approval Criteria~~.~~

(i) The site plan is consistent with the General Plan;

(ii) The site plan is consistent with any previously approved subdivision plat, planned development, or any other precedent plan or land use approval as applicable;

(iii) The site plan complies with all applicable development and design standards set forth in this Development Code; and

(iv) The development proposed in the plan and its general location is or will be compatible with the character of surrounding land uses.

2.8. OBSOLETE DISTRICTS

~~The districts in this Section are carried forward from the prior superseded edition of the Buckeye Development Code. No future rezonings may occur to any of the districts listed in this Section. Development on property having an obsolete zoning district classification is permitted subject to the development standards in Appendix B and occupied by uses in Appendix C.~~

The districts in this Section are carried forward from the prior superseded edition of the Buckeye Development Code. No future rezoning's may occur to any of the districts listed in this Section. Development on property having an obsolete zoning district classification is permitted subject to the development standards in Appendix B and occupied by uses in Appendix C.

The obsolete districts listed in Table 2.8-1 below are intended to be converted to a commensurate zoning district in the near future. Until such time the commensurate zoning districts are converted, the City strongly recommends any new project that moves forward with a development proposal within an obsolete zoning district, rezone to the conversion districts listed below. All rezonings to suggested conversions will be deemed compatible with the general plan.

~~The districts listed below will on February 15, 2024. Development existing on the property that meets the standards in Appendix B and the uses identified in Appendix C as of that date, will be considered existing non-conformities and must follow Article 1, Section 1.9. wners have until February 15, 2026, February54to . The City zoning map will be updated to reflect conformance with the adopted ordinance (ORD XX, January 16, 2024) and shall be effective February 15, 2024. City staff will work with property owners on a case by case basis as needed.~~

2.8.1. Rural Residential (RR) ~~Will~~may be converted to Agriculture ~~R1-43~~AG(AG).

The Rural Residential Zoning District is designed to accommodate low-density residential development in outlying areas where all public services may not be available.

2.8.2. Planned Residential (PR) w~~W~~ith an approved plat ~~will~~may be converted to PAD district. Without a plat ~~will~~may be convert to Single-Family (R1-6) district.

The Planned Residential Zoning District is designed to accommodate all subdivided residential developments to which public services are available.

2.8.3. Mixed Residential (MR) option to~~Will~~ converted to Neighborhood Mixed Use (NMU).

The Mixed Residential Zoning District is designed to accommodate both single- and multiple-family residential development, historic residential neighborhoods, and compatible commercial uses.

2.8.4. Planned Community (PC) w~~W~~ith an approved CMP may be~~will~~ convertd to CMP district. Without approved CMP ~~will~~may be converted to Single-Family (R1-~~43~~) district.

The Planned Community Zoning District is designed to accommodate all land uses approved as part of a Community Master Plan, where specific uses, public services, densities, and design criteria have been identified and adopted.

2.8.5. Commercial Center (CC) ~~Will~~may be converted to Commercial Mixed Use (CMU).

The Commercial Center Zoning District is designed to accommodate a variety of commerce and specialized development, including commercial uses that comprise the central business district of the City.

2.8.6. General Commerce (GC) ~~Will~~may be converted to Industrial Mixed Use (IMU).

The General Commerce Zoning District is designed to accommodate general commercial and employment uses and compatible industrial uses to which public services are available.

2.8.7. Special Use (SU) ~~Will~~may be convertd to Agriculture (AG) outside of the Historic Downtown. Inside the Historic Downtown ~~it will~~may be converted to Downtown Residential (DR).~~SF-6~~

The Special Use Zoning District is designed to accommodate uses in natural hazard or floodplain areas or those under public ownership where development may not be possible because of flooding or other constraints or if development is possible, it is sponsored by the City as a public purpose.

TABLE 2.8-1
OBSOLETE DISTRICT CONVERSION SUMMARY

Current Obsolete District	Condition	Conversion
Rural Residential (RR)	NA	Agriculture (AG)
Planned Residential (PR)	Approved Plat	Planned Area Development (PAD)
Planned Residential (PR)	No Approved Plat	Single-Family (R1-6)
Mixed Residential	NA	Neighborhood Mixed Use (NMU)
Planned Community	Approved CMP	Community Master Plan (CMP)
Planned Community	No Approved CMP	Rural (R1-43)
Commercial Center	NA	Community Master Plan (CMP)

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General Commerce	NA	Industrial Mixed Use (IMU)
Special Use	Not in Historic Downtown	Agriculture (AG)
Special Use	In Historic Downtown	Downtown Residential (DR)

~~2.8.8. Appendix C~~

~~Permissible uses within each existing obsolete district shall be in accordance with Appendix C. The presumption established by this Code is that all legitimate uses of land are permissible within at least one of the obsolete zoning districts. Therefore, because the list of permissible uses set forth in Appendix C cannot be all inclusive, those uses that are listed shall be interpreted liberally to include other uses that have similar impacts to the listed uses. Effective January 1, 2027 if the property is not rezoned to the identified districts with the Development Code, the use will be considered an existing non-conformity and must follow Article 1, Section 1.9.~~

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ARTICLE 3: USE REGULATIONS

3.1 TABLE OF ALLOWED USES

Table 3.1-1 lists the principal uses allowed within all base zoning districts. Each of the listed uses is defined in Article 3, Section 3.5~~10~~, *Definitions*.

3.1.1. Explanation of Table Abbreviations

A. Permitted Uses

"P" in a cell indicates that the use is allowed by right. Permitted uses are subject to all other applicable regulations of this Development Code, including the use-specific standards in Section 3.2, the dimensional standards in Article 4, and the requirements of Article 5, *Development and Design Standards and Guidelines*.

B. Conditional Uses

"C" in a cell indicates that in the respective zoning district the use is allowed only if reviewed and approved in accordance with the procedures of Section 8.7, Conditional Use Permits. Conditional uses are subject to all other applicable regulations of this Development Code, including the use-specific standards in Section 3.2, the dimensional standards in Article 4, and the requirements of Article 5, Development and Design Standards and Guidelines.

The "C" designation in Table 3.1-1 in a given district does not constitute an authorization or an assurance that such use will be permitted. Rather, each conditional use permit application shall be evaluated as to its probable effect on adjacent properties and surrounding areas, among other factors, and may be approved or denied pursuant to the procedures in Section 8.7, Conditional Use Permits.

C. Prohibited Uses

A blank cell indicates that the use is prohibited in the respective zoning district.

D. Use-Specific Standards

Regardless of whether a use is allowed by right or as a conditional use, there may be additional standards that are applicable to the use. Use-specific standards are noted through a cross-reference in the last column of the table. Cross-references refer to Section 3.2, *Use-Specific Standards*. These standards apply in all districts unless otherwise specified.

3.1.2. Table Organization

In Table 3.1-1, land uses and activities are classified into general "use categories" and specific "use types" based on common functional, product, or physical characteristics such as the type and amount of activity, the type of customers or residents, how goods or services are sold or delivered, and site conditions. This classification provides a systematic basis for assigning present and future land uses into appropriate zoning districts. This classification does not list every use or activity that may appropriately exist within the categories. Certain uses may be listed in one category when they may

reasonably have been listed in one or more other categories. The use categories are intended merely as an indexing tool and are not regulatory.

3.1.3. Use for Other Purposes Prohibited

Approval of a use listed in Table 3.1-1, and compliance with the applicable use-specific standards for that use, authorizes that use only. Development or use of a property for any other use not specifically allowed in Table 3.1-1 and approved under the appropriate process is prohibited.

3.1.4. Classification of New and Unlisted Uses

When application is made for a use category or use type that is not specifically listed in Table 3.1-1, the following procedure shall be followed:

A. The Director or their Designee shall provide an interpretation as to the use category and/or use type into which such use should be placed. In making such interpretation, the Director or their Designee shall consider its potential impacts, including but not limited to: the nature of the use and whether it involves dwelling activity; sales; processing; type of product, storage and amount, and nature thereof; enclosed or open storage; anticipated employment; transportation requirements; the amount of noise, odor, fumes, dust, toxic material, and vibration likely to be generated; and the general requirements for public utilities such as water and sanitary sewer.

B. Appeal of the Director's or their Designee's decision may be made to the Planning Commission following procedures under Section 8.13, *Appeals of Administrative Decisions*, of this Development Code.

3.1.5. Table of Allowed Uses[1,2,3,4]

Table 3.1-1: TABLE OF ALLOWED USES

P=Permitted C=Conditional Use

Use Category	Use Type	RESIDENTIAL										MIXED-USE						NON-RESIDENTIAL							
		AG	R1-~~SF~~43	R1-~~SF~~18	R1-~~SF~~10	R1-~~SF~~6	R1-~~SF~~3	R1-~~SF~~1	MF1	MF2	MH	NMU	CMU	RMU	IMU	DC	DR	PO	C1	C2	C3	BP	I1	I2	Use Standards
RESIDENTIAL USES																									
Household Living	Dwelling, duplex				P	P	P	P	P			P	P	P		P	P								
	Dwelling, multi-family								P	P		P	P	P		P	P								
	Dwelling, single-family detached	P	P	P	P	P	P	P	C								P								
	Dwelling, mfd. home	P	P	P	P	P	P	P			P														3.2.1.A
	Dwelling, mobile home										P														3.2.1.B
	Dwelling, zero lot line					P	P	P	P	P				P											
	Mobile home park										P														
	Mfd. home subdivision										P														
Group Living **Refer to Section 10.3.1. for buffering distances if applicable**	Assisted living, commercial								P	P			P	P		C			P	P	P				
	Assisted living, residential	P	P	P	P	P	P	P	P	P			C	C		C			C	C	C				
	Boarding house/guest room	P			C	C	C		C	C						P	P								
	Group home	C	C	C	C	C			C	C		C	C	C		C	C		C	C	C				
	Group recovery home	C	C	C	C				C	C		C	C	C		C	C		C	C	C				
	Nursing home								C	C		C	C	C		C	C		P	P	P				3.2.1.C
	Shelter care facility	P	P	P	P	C			C	C		C	C	C		C	C		P	P	P				
	Shelter care facility, homeless	C	C	C	C	C			C	C		C	C	C	C	C	C		C	C	C		P		

[1] ORD. 14-15; 07/07/2015
[2] ORD. 18-17; 07/05/2017
[3] ORD. 11-20; 08/17/2020
[4] ORD. 07-22, 04/19/2022

Table 3.1-1: TABLE OF ALLOWED USES

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Use Category	Use Type	RESIDENTIAL									MIXED-USE						NON-RESIDENTIAL							Use Standards
		AG	R1-SF43	R1-SF18	R1-SF10	R1-SF6	R1-SF3	R1-SF1	MF1	MF2	MH	NMU	CMU	RMU	IMU	DC	DR	PO	C1	C2	C3	BP	I1	I2	
PUBLIC/INSTITUTIONAL USES																									
Community Service	Assembly hall, public		C	C	C	C	C	C	C	C		C	C	P	C	P	P		P	P	P	P	C		3.2.2.G
	Cemetery	P	C	C	C	C			C	C			P	P	C	P			P	P	P	P	P		3.2.2.C
	Community recreation center		P	P	P	P	P	P	P	P	P		P	P		P	P	C		P	P				
	Crematorium or funeral parlor												P	P	C	P			P	P	P	P	P		
	Government admin. and civic buildings												P	P	C	P		P		P	P	P	C	C	
	Government maint. & operations yards/ buildings	C	C												P								P	P	
	Public safety facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	3.2.2.F
	Religious assembly	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	3.2.2.G
	Social service facility								C	C		P	P	P	~~C~~ P	P	P	P	P	P	P	P			
Cultural Facility	Art gallery or museum, public											P	P	P	P	P	P	C	P	P	P	P			3.2.2.B
	Library, public			P	P	P	C	C	C	C		C	P	P		P	P	C	P	P					3.2.2.E
Child Care Facility	Day care, commercial								C	C		P	P	P	C	P	P	P	P	P	P	P	C		
	Day care, residential	P	P	P	C	C	C	C	P		P	P	P	P		P	P								
Education	College or university											C	C	P	~~P~~	P	P		C	C	P	P			3.2.2.H
	Private elementary or middle school		P	P	P	P	P	P	P	P			C	P		C	C		C	C	C				3.2.2.H
	Private high school		P	P	P	P	P	P	P	P			C	P		C	C		C	C	P				3.2.2.H
Health Care Facility	Medical office or clinic								C	C		P	P	P	~~C~~ P	P		P	P	P	P	P			
	Hospital												C	C	C	C		C		C	P	P	P		3.2.2.D

Table 3.1-1: TABLE OF ALLOWED USES

P=Permitted C=Conditional Use

Use Category	Use Type	RESIDENTIAL										MIXED-USE						NON-RESIDENTIAL							
		AG	R1-~~SF~~43	R1-~~SF~~18	R1-~~SF~~10	R1-~~SF~~6	R1-~~SF~~3	R1-~~SF~~1	MF1	MF2	MH	NMU	CMU	RMU	IMU	DC	DR	PO	C1	C2	C3	BP	I1	I2	Use Standards
Medical Marijuana Dispensary	Medical Marijuana – ARIZ. REV. STAT. §36-2801 et seq.														C								P	P	3.2.3.K
Medical Marijuana Dispensary Offsite Cultivation Location	Medical Marijuana – ARIZ. REV. STAT. §36-2801 et seq.														C								P	P	3.2.3.K
Parks and Open Space	Arboretum or botanical garden	P	C	C	C	C			P	P			C	P	P	P				C	P	P			3.2.2.A
	Campground	P	C	C																					
	Community playfields and parks	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			
	Parks and nature preserves, not-for-profit	P	P	P																					
Telecommunication Facility	Tower (including any facility with a tower)	C	C	C	C	C	C	C	C	C	C	C	C	C	P	C	C	C	C	P	P	P	P	P	3.2.2.I
	Tower Collocation (No height increase)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Broadcasting or recording studio (no tower)												P	P	P	P		P	P	P	P	P	P		
	Satellite earth station	C													P							P	P		
	Transmitting station (no tower)													P	P				P	P	P	P	P	P	3.2.2.I
Transportation Facility	Airport	C													C								C	C	
	Bus terminal														P	C				C	P	P	P	P	
	Heliport	C													C							C	C	C	
Utility	Solar generation station	P	P												C								P	P	3.2.2.J
	Utility facility, major	C	C												C					C	C	C	C	P	

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Use Category	Use Type	AG	RESIDENTIAL									MIXED-USE						NON-RESIDENTIAL							Use Standards
			R1-SF43	R1-SF18	R1-SF10	R1-SF6	R1-SF3	R1-SF1	MF1	MF2	MH	NMU	CMU	RMU	IMU	DC	DR	PO	C1	C2	C3	BP	I1	I2	
	Utility facility, minor	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	
COMMERCIAL USES																									
Agriculture and Ranching	Agriculture	P	P																						3.2.3.A
	Commercial ranch	P	P																						3.2.3.A
	Dairy	P	C																					P	3.2.3.A
	Meat processing																							P	3.2.3.A
	Residential ranch	P	P																						3.2.3.A
Animal Sales and Services	Animal hospital	P	C												P					C	C	P	P		3.2.3.B
	Animal pet shop, retail											P	P	P	C	P			P	P	P	P			
	Animal training school	C	C										P	P	P	P				P	P	P			3.2.3.B
	Kennel, indoor only	P	P										P	P	C					P	P	P			3.2.3.B
	Kennel, indoor/ outdoor	P	P												C						P				3.2.3.B
	Veterinary clinic	P	P									P	P	P	P	P			P	P	P	P			3.2.3.B
Assembly	Assembly hall, private								C	C		C	C	P	C	P			P	P	P	P			3.2.2.G
	Auditorium, private												P	P	C	P				P	P	P			3.2.2.G
	Fraternal or social club, nonprofit								C	C			P	P	C	P			P	P	P	P			3.2.2.G
	Country club, private membership		P	P	P	P	P	P	P	P															3.2.2.G
Financial Service	Check Cashing														C				C	C	C	C	P		3.2.3.C
	Financial institution, with drive-through												P	P	P	C			P	P	P	P			
	Financial institution, without drive-thru									C		P	P		P	P		P	P	P	P	P			

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Food and Beverage Service	Food sales, wholesale													P	P				P	P	P	P	P		
	Bar, lounge, or tavern											P	P	P	C	P			P	P	P	P			
	Catering service											P	P	P	C	P			P	P	P	P	C		
	Drive-in restaurant												P	P	P	C				P	P	P			
	Farmers market	P	P									C				C			C	P	P				
	Nightclub												C	C	C	P				P	P	P			
	Restaurant, without drive-through									C		P	P	P	P	P		P	P	P	P	P			
	Restaurant, with drive-through												C	P	P	C			P	P	P	P			
Office	Office, business or professional									C		P	P	P	P	P		P	P	P	P	P			
	Data Center													C	P	C		C				P	P	P	
	Research laboratory												P	P	P	P		P		C	P	P	P	P	
Recreation and Entertainment, Outdoor	General outdoor recreation, commercial												C	P		C	P				P	P	P			
	Golf course, unlighted	P	P	P	P	P	P	P	P	P				P	C			P	P	P	P	P			3.2.3.E
	Golf course/ driving range, lighted	C	C	C	C	C	C	C	C	C				P	C			P	P	P	P	P			3.2.3.E
	Major entertainment facility, outdoor	C	C											P	C	C					P	P	C		3.2.3.E
	Race track (auto, dog, and horse)	C	C												C						C	C	C		3.2.3.E
	RV campground	P	P																						3.2.3.G
	RV park	P	P								P														3.2.3.H
	Shooting range, outdoor	C	C																						3.2.3.E
	Zoo	C	C											C							C				3.2.3.E

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		AG	R1-SF43	R1-SF18	R1-SF10	R1-SF6	R1-SF3	R1-SF1	MF1	MF2	MH	NMU	CMU	RMU	IMU	DC	DR	PO	C1	C2	C3	BP	I1	I2	Use Standards
Recreation and Entertainment, Indoor	Art gallery or museum, private								C	C		P	P	P	P	P	P	C	P	P	P	C			
	Fitness and recreational sports center								C	C		P	P	P	C	P	P	P	P	P	P	C	C		
	General indoor recreation, commercial											C	P	P	C	P			P	P	P	C	C		
	Major entertain-ment facility, indoor												C	P	C	P			P	P	P	C	C		
	Movie theater												C	P		C			P	P	P	C			
Personal Services	Dry cleaning and laundry service								C	C		P	P	P	C	C		P	P	P	P	P	C		
	General personal services								C	C		P	P	P		P		P	P	P	P	P			
	Instructional services or trade school											C	P	P	P	P		P	P	P	P	P	P	P	
Retail (Sales)	Alcoholic beverages, retail sale											C	P	P		P			P	P	P				
	Convenience store with gas sales								C	C		C	P	P	P	P			P	P	P	C	P	C	
	Feed store	P	C												C					P	P		P		
	General retail											P	P	P		P		P	P	P	P	P			3.2.3.D
	Large retail													P		C				C	P	C			3.2.3.F
	Open-air market or flea market	P	P												C								C		
	Nursery and plant sales, wholesale	P	P												P						C	P	P		
	Plant sales, retail	P	P									P	P			C			P	P	P				
	Sexually oriented business														C						C		C	C	3.2.3.J
	Tobacco Oriented Retailer											C	P	P		C			C	P	P				3.2.3.L
Vehicles and Equipment	Boat, RV storage														P						C		P	P	

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P=Permitted C=Conditional Use

Use Category	Use Type	RESIDENTIAL										MIXED-USE						NON-RESIDENTIAL							Use Standards
		AG	R1-SF43	R1-SF18	R1-SF10	R1-SF6	R1-SF3	R1-SF1	MF1	MF2	MH	NMU	CMU	RMU	IMU	DC	DR	PO	C1	C2	C3	BP	I1	I2	
	Boat, RV sales and rental													P	P					P	P		P		
	Car wash												P	P	P	P			P	P	P	P	P		
	Gasoline sales	C	C									C	C	C	C	P			P	P	P	C	P		
	Parking structure								C	P		C	P	P	P	P		P	P	P	P	P	P	P	
	Truck stop	C													C								C	P	3.2.3.I
	Truck repair and overhaul	C													C								C	P	
	Vehicle sales and rental											C	C	P	P					P	P	P	P	C	
	Vehicle service and repair, major											C	P	P	P	C				P	P		P	P	
	Vehicle service and repair, minor											P	P	P	P	C			P	P	P		P	P	
	Vehicle storage														P						C		P	P	
Visitor Accom-modation	Bed and breakfast	C	C	C	C	C	C	C	C	C		P	P	P					P	P					
	Hotel or motel									C		C	P	P	C	P		C	P	P	P	P			
	Resort												C	P		P				P	P				
	INDUSTRIAL USES																								
Industrial Service	Building materials sales, indoor retail												P	P	P					P	P	P	P		3.2.4.A
	Building material sales, outdoor or wholesale												C	C	P						P		P	P	
	Drilling company, no outside storage														P								P	P	
	Drilling company, with outside storage														P									P	
	Resource extraction	C													C									C	
	General industrial service														P								P	P	3.2.4.B

Table 3.1-1: TABLE OF ALLOWED USES

P=Permitted C=Conditional Use

Use Category	Use Type	RESIDENTIAL										MIXED-USE						NON-RESIDENTIAL							
		AG	R1-SF43	R1-SF18	R1-SF10	R1-SF6	R1-SF3	R1-SF1	MF1	MF2	MH	NMU	CMU	RMU	IMU	DC	DR	PO	C1	C2	C3	BP	I1	I2	Use Standards
Manufacturing and Production	Assembly, light														P							P	P	P	
	Mfg., heavy														C									P	
	Mfg., light														P							P	P	P	
Warehouse and Freight Movement	Mini-storage, indoor												C	C	P					P	P	P	P	P	
	Mini-storage, outdoor												C	C	P					C	C	C	P	P	
	Motor freight terminal														C								C	P	
	Storage yard														C								C	P	
	Office warehouse														P							P	P	P	
	Warehouse														P							C	P	P	
	Wholesale establishment														P					C	P	P	P	P	
Waste and Salvage	Auto wrecking and salvage yard														C									P	
	Recycling center outdoor														C									P	
	Recycling center indoor														C							C	P	P	
	Landfill														C									C	3.2.4.C

Table 3.1-1: TABLE OF ALLOWED USES

P=Permitted C=Conditional Use

Use Category	Use Type	AG	RESIDENTIAL									MIXED-USE						NON-RESIDENTIAL							Use Standards
			R1-SF43	R1-SF18	R1-SF10	R1-SF6	R1-SF3	R1-SF1	MF1	MF2	MH	NMU	CMU	RMU	IMU	DC	DR	PO	C1	C2	C3	BP	I1	I2	
TEMPORARY USES																									
	Antennas, temporary	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	3.4.2.A
	Expansion or replacement facilities, temporary	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	3.4.2.B
	Food Trucks; Mobile Food Vendor	P										P	P	P	P	P	P	P	P	P	P	P	P	P	3.4.2.G
	Office space/ equipment storage, temporary	P										P	P	P	P	P	P	P	P	P	P	P	P	P	3.4.2.B
	Retail sales, temporary	P										P	P	P	P	P	P	P	P	P	P	P	P	P	3.4.2.C
	Roadside stand	P	P																						
	Sales office, temporary		P	P	P	P	P	P	P	P	P														3.4.2.E
	Yard sale, temporary	P	P	P	P	P	P	P	P	P	P	P	P	P											3.4.2.F
	Other temporary uses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	3.4.2.H

NOTE: Single-Family Flex (SFF): Same uses allowed as R1-18, R1-10, and R1-6.

3.2. USE-SPECIFIC STANDARDS

3.2.1. Residential Uses

~~B.~~ A. Manufactured Homes

Manufactured homes are subject to the following requirements:

1. A manufactured home is subject to all standards contained in Article 4, *Dimensional Standards*, and Article 5, *Development and Design Standards and Guidelines*, for the zoning district(s) in which the home is situated. In addition, all manufactured homes shall be skirted.

2. All homes shall be multi-sectional and placed upon a permanent foundation consisting of a concrete stem wall, with additional interior supports as may be required by applicable law or by the City Public Works Department in order to protect public safety. The multi-sectional home is to be secured and fastened to the foundation.

3. The elevation of the finished floor is not to exceed that which would normally be allowed for a conventional structure in order that the manufactured building appears as much as possible like a conventional structure.

4. Off-street parking for at least two (2) automobiles shall be provided for each manufactured home site. The driveway and parking areas shall be paved with asphalt, bituminous, brick, concrete, or other surfaces of comparable durability to minimize nuisance from dust. Three (3) inches of crushed rock can be utilized but must be compacted and contained within a permanent border. Refer also to Chapter 9, Article 9-9.

5. Power pedestals (electrical service section) shall not be permitted.

~~C.~~ B. Mobile Homes

After the effective date of this Development Code, an individual mobile home may only be parked or stored on a lot within a mobile home park or mobile home subdivision. Residential use of mobile homes constructed prior to 1976 is prohibited.[5]

~~D.~~C. Convalescent Home or Nursing Home

In the MF-1, MF-2, NMU, CMU, and DR districts, the use shall abut an arterial street.

~~E.~~D. Manufactured Home Subdivisions

1. All homes are to be multi-sectional and placed upon a permanent foundation, consisting of a concrete stem wall, with additional interior supports as required. The multi-sectional home is to be secured and fastened to the foundation.

2. The elevation of the finished floor is not to exceed that which would normally be allowed for a conventional structure in order that the

[6] ORD. 18-17; 07/05/2017

manufactured building appear as much as possible like a conventional structure.

3. Off-street parking for at least two (2) automobiles shall be provided for each manufactured home site. The driveway and parking areas shall be paved with asphalt, bituminous, brick, concrete, or other surfaces of comparable durability to minimize nuisance from dust. Three (3) inches of crushed rock can be used but must be compacted and contained within a permanent border.

4. Power pedestals (electrical service section) shall not be permitted.

5. Homes may either be faced to the street or side property line. However, a consistent approach should be used and architectural features incorporated into the design of the home depending on which approach is used.

6. All other subdivision design standards as contained in this Code shall be applicable.

F.E. Manufactured Home Park/RV Park

Responsibility for approval of the design of a recreational vehicle (RV) or Manufactured Home Park shall rest with the Planning Commission. The following are to be used as minimum standards. Additional standards may be imposed by the Board only if so warranted.

1. **General Standards**

   a. Interior private streets shall not be less than 28 feet in width, and shall be paved. The streets will be signed "No Parking" on both sides of the street. Interior streets shall be laid out to provide multiple access points and good interior circulation. On-street parking is not allowed. Individual vehicle parking pads shall be plainly marked and paved. All other vehicle areas are to be paved. Other areas shall be covered with gravel or landscaping material.

   b. All utilities shall be provided, including water, sewer, electric, and phone. Lines are to be underground.

   c. Sufficient access is to be provided for emergency vehicles, including turn around areas. Hydrants, as specified by the Buckeye Fire Chief, must also be provided.

   d. All homes within manufactured home parks shall provide at least 100 square feet of enclosed storage area outside the area of the home. In addition, awnings and other architectural features may be required in order to provide a consistent design approach throughout the park.

   e. No more than one manufacture home, travel trailer, park model or motor home shall be placed on each space.

   f. Off-street parking for at least two (2) automobiles shall be provided in each space or on each lot or on a separate

designated parking area within a park. The driveway and parking areas shall be paved with asphalt, bituminous, brick, concrete, or other surfaces of comparable durability to minimize nuisance from dust. Three (3) inches of crushed rock can be used but must be compacted and contained within a permanent border. The parking area will be a minimum of 20 feet by 20 feet.

g. Screening shall be provided around the exterior of the park by a six-foot masonry wall.

2. **RV Park Standards**

a. Each RV space shall contain a minimum of 1,500 square feet, not including roadways or common areas.

b. Common areas must be provided and contain sufficient facilities for park residents. The size of the common areas provided shall equal ten percent of the entire park area. Parks containing less than 15 spaces are exempt from this requirement. Common areas must be improved with landscaping or recreational facilities.

3.2.2. Public and Institutional Uses

~~G.~~ A. **Arboretum or Botanical Garden**

In all districts in which it is allowed, the use shall abut an arterial street.

No sales are allowed except through gift shops that are approved accessory uses.

~~H.~~ B. **Art Gallery or Museum, Public**

In the NMU, CMU, and RMU districts, the use shall abut an arterial street.

~~I.~~ C. **Cemetery**

1. A cemetery shall have a minimum net area of 40 acres.

2. All principle vehicular entrances and exits shall be on arterial or collector streets.

3. Cemeteries may be permitted to have funeral homes or crematories as accessory uses.

4. Structure or building line setbacks shall be 100 feet from arterial streets and 50 feet from non-arterial streets.

5. No grave site shall be located within 25 feet of a future street right-of-way.

~~J.~~ D. **Hospitals**

In the DC, DR, and C2 zoning districts, the use shall abut an arterial or major collector. The use is prohibited on local streets.

~~K.~~ E. **Library**

In the residential districts, the use shall abut an arterial or collector street.

~~L.~~F. **Public Safety Facility**

In the residential districts, the use shall abut an arterial or collector street.

~~M.~~G. **Assembly Hall, Public; Religious Assembly; Assembly Hall, Private; Country Club, Private Membership Auditorium, Private; and Fraternal or Social Club, Nonprofit**

Where an assembly use is originally approved by conditional use, CMP, or PAD, any subsequent associated use that increases the intensity of the development on the site shall also be approved by conditional use or amendment to a CMP or PAD, as applicable. For the purposes of this section, an increase in intensity shall be measured as (1) an increase in vehicular trips generated and/or (2) an increase in impervious surface by five percent or more.

~~N.~~ H. **Schools**

1. All colleges, universities, high schools, and trade schools shall have their principal vehicular entrance and exit on an arterial or collector street; vehicular ingress and egress to local streets is prohibited.

2. Elementary schools shall not be located adjacent to arterial roads or roads with higher classifications.

3. No portion of any school facility shall be located in an overhead utility line corridor.

4. Any development involving a change or expansion of school facilities subject to this Code shall comply with all applicable provisions of Section 8.15, *Adequate School Facilities*, prior to any action by the Planning Commission or City Council.

~~O.~~ I. **Towers; Transmitting Stations**

1. **Governmental Exemption.** Section 1.5.3 shall not apply. Development by any municipal, county, state, or federal government agency within the city boundaries shall not be subject to the provisions of the Development Code.

2. **Transmitting Station**

Transmitting stations may be located on the ground, on mixed use or non-residential buildings, or on a structure such as a flagpole, light standard, or water tower, but only within those zoning districts indicated in Table 3.1-1.

a. If mounted on the ground, the maximum height of a transmitting station shall be the same as for any other structure in that zoning district.

b. If mounted on a mixed use or non-residential building, or other structure such as flagpole, light standard, or water tower, the maximum height of the transmitting station shall not exceed ten feet above the highest point on the building (excluding the transmitting station) or the maximum height of a building in that zoning district as shown in Article 4, *Dimensional Standards*.

3. Towers[6]

Freestanding Towers are permitted within those zoning districts indicated in Table 3.1-1 and are prohibited from all rights-of-way. Additionally, all freestanding towers must comply with the following standards:

a. Evidence of Need for Tower

(i) Towers shall only be permitted if evidence has been produced by the applicant showing that no existing tower or other structure can accommodate the applicant's proposed antenna. Evidence of this unavailability may consist of any of the following:

(ii) No existing towers or structures are located within the geographic area required to meet applicant's engineering, capacity, or technical requirements;

(iii) Existing towers or structures are not of sufficient height or structural strength to meet the applicant's engineering, capacity, or technical requirements;

(iv) Applicant's proposed antenna would cause electromagnetic interference with existing antenna on existing towers or structures, or the existing antennas on the existing towers or structures would cause electromagnetic interference with applicant's proposed antenna;

(v) The fees, costs, or contractual provisions required by the owner of the existing tower in order to share said tower structure are unreasonable (for purposes of this provision, eight-year rental costs exceeding the costs of site acquisition and tower construction including engineering and design fees, are presumptively unreasonable); and

(vi) The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable.

b. Basic Maximum Height

In the PR, PC, SF, MF, and MH zoning districts, the base maximum height for all towers (without the bonus height allowed for co-location) is 50 feet. In all other zoning districts the base maximum height for all towers (without the bonus height allowed for co-location) is 75 feet. Height for a freestanding tower must be measured from grade at the base of the tower to the highest point on the tower structure, including any installed antennae and lighting and supporting structures, but not including any palm fronds or other stealth application.

c. Co-Location Bonus Height

A new tower may exceed the base maximum height only if designed to accommodate one additional user's equipment for every 25 feet of tower height above the base maximum height. In the SF, MF, and

[6] ORD 25-17; 12/19/2017

MH zoning districts, the maximum permitted height for towers using the bonus height allowed for co-location is 175 feet. In all other zoning districts the maximum permitted height for towers using the bonus height allowed for co-location is 200 feet. Applicants seeking to erect a tower greater than the basic maximum height, and proposed to be located within 3,000 feet of any other tower greater than the basic maximum height, must provide evidence that reasonable efforts have been made to lease space on an existing planned or constructed tower(s) or that no existing tower(s) will technically satisfy the applicant's needs.

d. Yards

All freestanding towers must be set back from any residential property boundary a distance equal to the height of the proposed tower.

e. Signs and Logos

All freestanding towers must be set back from any residential the property boundary a distance equal to the height of the proposed tower.

f. Buffering, Screening, and Fencing

All fences and walls must be screened as provided in Section 5.4.6, *Fences, Walls, and Screening*. The base of the tower and each guy anchor must be surrounded by a fence or wall at least eight feet in height that effectively screens the view of the tower compound and accessory facilities from view from adjacent streets and properties.

g. Co-Location on Existing Towers

Regardless of whether the erection of a new tower is a permitted or conditional use in the zoning district, the co-location of additional antennae on existing tower is a permitted use, provided that the tower structure was designed and engineered to accommodate the additional antennae.

h. Construction Standards

(i) The tower shall either maintain a galvanized steel finish or be painted a uniform neutral color (unless color is governed by applicable standards of Federal Aviation Administration) to minimize visual intrusiveness. Cabling shall be contained interior to the structure of the tower or wrapped in a cover with a matching color scheme to the tower. The use of camouflage technology so that the tower appears to be a part of the primary building on site is also acceptable. The design and maintenance of the equipment, buildings, cabinets, or related structures shall use materials, colors, textures, screening, and landscaping that will blend the tower facilities to the natural setting or the built environment of the primary use.

(ii) If an antenna or series of antennae are installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to or closely compatible with the color of the supporting structure so as to make the antenna and related equipment visually unobtrusive.

(iii) Towers shall not be artificially lighted, unless such lighting is required by the Federal Aviation Administration or other applicable authority.

(iv) All towers, antenna, and related equipment shall meet or exceed current standards and regulations of the Federal Aviation Administration and the Federal Communications Commission, together with the regulations of any other agency of the federal government with the authority to regulate towers and antennas. Where no federal standard exists, construction must otherwise comply with the current requirements of the Buckeye Building Code.

i. Access

All tower sites shall be served by a driveway from a public street and said driveway shall be paved with an all-weather surface. However, sites in areas of restricted street access may be served by driveways from paved public or private parking lots. Any existing tower site that uses an unpaved driveway to access a public street, and which driveway allows the deposit of dirt, gravel or similar material to be deposited on the public streets during rain conditions, shall be considered a public nuisance, and may be abated in accordance with the general ordinances dealing with nuisance abatement.

j. Maintenance, Operation, and Removal

(i) The owner of the tower shall ensure that it is maintained in compliance with the standards contained in the applicable local building codes and the applicable standards for towers established by the Electronic Industries Association, as amended from time to time, in order to ensure the structural integrity of the tower. The failure to maintain structural integrity through compliance with these standards is hereby declared a public nuisance and the towers may be abated, including the removal of the tower under authority of and in compliance with the City Council's powers to declare and abate public nuisances.

(ii) No antenna may be used that, by design or by actual operation, causes interference on any frequency actually used by any police, fire, or public ambulance services having authority or jurisdiction over any portion of the City of Buckeye.

(iii) Any antenna that is not operated for a continuous period of 12 months shall be considered abandoned; any tower that has not contained an operating antenna for a period of 12 months shall

be considered abandoned; and any tower or antenna that does not have electric service to it for a period of 12 months shall be considered abandoned. The owner of an abandoned antenna or tower must remove it within 180 days of receipt of notice from the Director notifying the owner of such abandonment.

(iv) Each tower owner shall provide a maintenance bond to assure the maintenance of the equipment building(s) and the support or tower structure, including the costs of removal in the event the facility is abandoned for more than one year.

k. Intent to Comply with Federal Telecommunications Act

All provisions of this Section 3.2.2.I are intended to comply with the federal Telecommunications Act of 1996, as amended or replaced, and shall be interpreted to avoid conflict with that act if possible. If conflict with the Act occurs, the Director is authorized to vary the terms of this Section 3.2.2.I by the minimum amount necessary to avoid that conflict.

~~P.~~ J. Solar Generation Station

All solar generation stations shall comply with the following standards:

1. Lot Size

a. Within the AG and R1~~SF~~-43 zoning districts, a minimum lot size of 300 acres shall be established and maintained.

b. Within the I-1 and I-2 zoning districts, a minimum lot size of 150 acres shall be established and maintained.

2. Setbacks

A building, structure, or lot shall not be developed, used, or occupied unless it establishes and maintains a minimum setback equal to or greater than those setbacks established in the I-2 zoning district.

3. Lot Coverage

Lot coverage shall be as established in Table 4.1-1: Dimensional Standards, except that free-standing, ground-mounted solar devices shall not count toward the lot coverage requirements. Development within the AG zoning district shall utilize the standards established for the R1~~SF~~-43 zoning district.

4. Building Height

Building height shall be as established in Table 4.1-1: Dimensional Standards, except that thermal towers may be up to 200 feet in height provided that the tower is centrally located on the property and maintains a safe fall-zone equal to or greater than the height of the tower. Development within the AG zoning district shall utilize the standards established for the R1~~SF~~-43 zoning district. Additional building height for structures that are clearly incidental and/or accessory to the generation of power or the collecting of solar may be approved through the issuance of a Conditional Use Permit.

3.2.3. Commercial Uses

A. Agricultural Uses

Uses listed in the Agriculture and Ranching use category in Table 3.1-1 may include necessary accessory uses for treating or storing of produce and parking of equipment. However, the operation of any such accessory uses shall be secondary to that of normal agricultural activities and shall not include:

1. **Retail commercial activity;**
2. **Stockyards or commercial feed lots for cattle, swine, or sheep; or**
3. **The storage of vehicles or equipment for retail commercial purposes.**

B. Animal Hospitals, Animal Training School, Kennel, and Veterinary Clinic

Animal hospitals shall have their principal entrance and exit on an arterial or collector street. There shall be no ingress or egress to local streets.

C. Check-Cashing

1. **Purpose and Applicability**
   The standards of this section shall apply to all new and expansion of existing check cashing businesses. The purpose of these regulations is to prevent the overconcentration of check cashing businesses.
2. **Location**
   All new check cashing businesses shall be located consistent with the following standards:
   a. Located a minimum of 1,000 feet from another check cashing establishment;
   b. Located a minimum of 500 feet from all of the following uses:
      (i) Public school, community center, or library;
      (ii) State or federally chartered bank, savings association, credit union, or industrial loan company; and
      (iii) Alcoholic beverage sales, excluding restaurants, grocery stores/supermarkets, and neighborhood markets.

D. General Retail

Within the BP district, free-standing retail with single-users over 10,000 square feet and group-users over 50,000 square feet require approval of a conditional use permit.

E. Golf Course, Unlighted; Golf Course/Driving Range, Lighted; Major Entertainment Facility, Outdoor; Race Track (Auto, Dog, and Horse) ; Shooting Range, Outdoor; Zoo.

In any residential these uses shall abut, and shall only have access from, arterial or collector streets.

F. Large Retail

1. **Design Standards**
   All large retail establishments shall comply with the design standards in Section 5.8, *Commercial Building Standards and Guidelines*.

2. **Adaptive Reuse/Abandonment Agreement**
   Prior to receiving final approval, large-scale retail uses that are 150,000 square feet or more, excluding any garden center, shall require that the owner of the property execute and have recorded an adaptive reuse/abandonment agreement acceptable to the City Attorney. The agreement shall be recorded with the clerk and recorder's office of the county in which the property is situated. The agreement may contain, but is not limited to, terms and conditions regarding:

   a. A requirement that no covenants, conditions, or restrictions be recorded against or run with the property that in any way impede or prevent the re-use or re-tenanting of the building in the event of vacancy;

   b. The owner's obligations to reuse, re-tenant, or pay for removal of the building in the event of vacancy;

   c. Property maintenance responsibilities in the event of vacancy; and

   d. Enforcement of the agreement and remedies available to the City in the event of breach or other noncompliance.

G. Recreational Vehicle Campground

Applications for recreational vehicle campgrounds shall comply with and show the method of complying with the following standards:

1. This use shall abut, and shall only have access from, arterial or collector streets.

2. No trailer, RV, or other similar vehicle shall be allowed for more than 14 days.

3. No trailer, RV, or other similar vehicle will be parked for sale or display.

4. Each campground shall provide facilities for the appropriate disposal of waste-water, trash, and related items.

H. Recreational Vehicle Park

Applications for recreational vehicle parks shall comply with and show the method of complying with the following standards:

1. This use shall abut and shall only have access from arterial or collector streets.

2. No trailer, RV, or other similar vehicle will be parked for sale or display.

3. Only hard-surfaced roads shall be used throughout the grounds.

4. Each park shall provide facilities for the appropriate disposal of waste water, trash, and related items.

I. Truck Stops

Convenience retail, restaurants, and hotel or motel uses are allowed as accessory uses to truck stop primary uses.

J. Sexually-Oriented Business

All sexually-oriented businesses shall comply with the regulations provided in Chapter 8 of the City Code in addition to this Code.

K. Medical Marijuana Uses[7]

The following minimum requirements shall apply to all medical marijuana dispensary and medical marijuana cultivation location uses permitted under ARIZ. REV. STAT. § 36-2801 *et seq*. (the "Act") and Section 3.1.5, Table of Allowed Uses, and Section 10.3.3.Q, Medical Marijuana Uses:

1. In addition to any other application requirements, an applicant for any medical marijuana dispensary or medical marijuana cultivation location use shall provide the following:

   a. A notarized authorization, executed by the property owner, acknowledging and consenting to the proposed use of the property as a medical marijuana dispensary or medical marijuana cultivation location.

   b. The legal name of the medical marijuana dispensary or medical marijuana cultivation location.

   c. If the application is for a medical marijuana cultivation location, the name and location of the medical marijuana dispensary with which it is associated and, in addition, in the case of designated caregivers or qualifying patients, the name of qualifying patients for which the marijuana is being cultivated.

   d. The name, address, and birth date of each officer and board member of the nonprofit medical marijuana dispensary agent.

   e. The name, address, birth date, and valid registry identification card number of (a) each medical marijuana dispensary agent if the application is related to a medical marijuana dispensary or a related medical marijuana cultivation location and (b) each designated caregiver and qualifying patient if the application is

[7] ORD 04-11, RES 17-11; 2/14/2011

related to a medical marijuana cultivation location associated with such qualifying patient and designated caregiver.

f. A copy of the operating procedures adopted in compliance with ARIZ. REV. STAT. § 36-2804(B)(1)(c).

g. A notarized certification that none of the medical marijuana dispensary officers or board members has been convicted of any of the following offenses:

(i) A violent crime, as defined in ARIZ. REV. STAT. § 13-901.03(B), that was classified as a felony in the jurisdiction where the person was convicted.

(ii) A violation of state or federal controlled substance law that was classified as a felony in the jurisdiction where the person was convicted except an offense for which the sentence, including any term of probation, incarceration or supervised release, was completed ten or more years earlier or an offense involving conduct that would be immune from arrest, prosecution or penalty under ARIZ. REV. STAT. § 36-2811 except that the conduct occurred before the effective date of that statute or was prosecuted by an authority other than the state of Arizona.

h. A notarized certification that none of the medical marijuana dispensary officers or board members has served as an officer or board member for a medical marijuana dispensary that has had its registration certificate revoked.

i. A floor plan showing the location, dimensions and type of security measures demonstrating that the medical marijuana dispensary or medical marijuana cultivation location will be secured, enclosed and locked as required by law.

j. A scale drawing depicting the property lines and the separations from the nearest property boundary of the parcel containing the medical marijuana dispensary or medical marijuana cultivation location to the property boundary of the parcel containing any existing uses listed in the subsection 3.2.3.K.3 below. If any of the uses are located within 50-feet of the minimum separation, the drawing, showing actual surveyed separations, shall be prepared by a registered land surveyor.

2. A medical marijuana dispensary shall have operating hours not earlier than 9:00 a.m. and not later than 5:00 p.m., Monday through Friday.

3. A medical marijuana dispensary or medical marijuana cultivation location shall meet the following minimum separation requirements, measured in a straight line from the closest boundary of the parcel containing the medical marijuana dispensary or medical marijuana cultivation location

to the closest property boundary of the parcel containing any existing uses listed below:

a. 2.5 miles from any other medical marijuana dispensary or medical marijuana cultivation location.

b. 1,000 feet from a residential substance abuse diagnostic and treatment facility or other residential drug or alcohol rehabilitation facility.

c. 1,000 feet from a public, private, parochial, charter, dramatic, dancing or music school, a learning center, or other similar school or educational facility that caters to children.

d. 1,000 feet from any residential zoning district or residential use.

e. 1,000 feet from a childcare center.

f. 1,000 feet from a public library or public park.

g. 1,000 feet from a religious institution.

4. Pursuant to the application requirements and provisions under ARIZ. REV. STAT. §§ 36-2804 and 2806, and except as provided under the Act for qualifying patients and designated caregivers, a medical marijuana cultivation location may only cultivate process, supply, sell or otherwise provide medical marijuana to medical marijuana dispensaries located in Arizona, and only one medical marijuana cultivation location shall be permitted for the single Arizona medical marijuana dispensary with which it is associated.

5. The following size limitations shall apply to any medical marijuana dispensary:

a. The total maximum floor area of a medical marijuana dispensary, inclusive of any secure storage area, shall not exceed 2,500 square feet.

b. The secure storage area for the medical marijuana stored at the medical marijuana dispensary shall not exceed 500 square feet.

c. For a medical marijuana dispensary that also is a medical marijuana cultivation location, the total maximum floor area that may also be used for cultivation and incorporation or processing of the medical marijuana into consumable or edible products inclusive of any secure storage area shall not exceed 3,500 square feet. The secure storage area for the medical marijuana stored at a medical marijuana dispensary that also is a cultivation location shall not exceed 1,500 square feet.

6. The following size limitations shall apply to any medical marijuana cultivation location that is not also a medical marijuana dispensary location:

a. The total maximum floor area of a medical marijuana cultivation location inclusive of any secure storage area shall not exceed 3,000 square feet.

b. The secure storage area for the medical marijuana stored at the medical marijuana cultivation location shall not exceed 1,000 square feet.

7. A medical marijuana dispensary or medical marijuana cultivation location shall:

a. Be located in a permanent building and may not be located in a trailer, cargo container, mobile or modular unit, mobile home, recreational vehicle or other mobile vehicle. The facility shall include fire protection measures, including sprinklers, as required by the City of Buckeye Fire Code.

b. Install lighting to illuminate the exterior and interior of the building and all entrances and exists to the facility. Exterior lighting shall be five foot candles, measured at ground level, and shall remain on during all hours between sunset and sunrise each day and the medical marijuana dispensary or cultivation location shall illuminate all areas of the premises, including adjacent public sidewalks so that the areas are readily visible by law enforcement personnel. Twenty-four (24) hours each day, the medical marijuana dispensary or cultivation location shall illuminate the entire interior of the building, with particular emphasis on the locations of any counter, safe, storage area and any location where people are prone to congregate. The lightning must be of sufficient brightness to ensure that the interior is readily visible from the exterior of the building from a distance of 100 feet.

c. Not have drive-through service.

d. Not emit, dust, fumes, vapors or odors into the environment.

e. Not provide offsite delivery of medical marijuana, except to a medical marijuana dispensary served by the medical marijuana cultivation location.

f. Have no on-site sales of alcohol or tobacco, and no on-site consumption of food, alcohol, tobacco or medical marijuana.

g. Not have outdoor seating areas.

h. Display a current City~~Town~~ of Buckeye business license, and a State of Arizona tax identification letter.

i. Provide law enforcement and all interested neighbors with the name and phone number of an on-site community relations staff person to notify if there are operational problems with the establishment.

j. The exterior appearance of the structure shall be compatible with structures already constructed or under construction within the immediate neighborhood, to ensure against blight, deterioration, or substantial diminishment or impairment of property values in the vicinity.

k. City code enforcement officers, police officers, or other agents or employees of the City requesting admission for the purpose of determining compliance with these standards shall be given unrestricted access.

l. Comply with all other applicable property development and designs standards of the City of Buckeye.

8. In addition to the requirements set forth in Paragraph 7 above, and to ensure that the operations of medical marijuana dispensaries are in compliance with Arizona law and to mitigate the adverse secondary effects from operation of dispensaries, medical marijuana dispensaries shall operate in compliance with the following additional standards:

a. Security guards shall be provided at the main entrances and exits during all hours of operation. Detailed internal security measures will be identified and maintained after consultation with the Buckeye Police Department. For the purposes of the Section, "security guard" shall mean licensed and duly bonded security personnel registered pursuant to ARIZ. REV. STAT. § 32-3601 *et seq*. Prior to opening for business, the medical marijuana dispensary shall provide all property owners with a 500 foot radius of the medical marijuana dispensary location with written notification via first class U.S. mail of the security company responsible for providing its security services.

b. If determined necessary by the City Manager at any time, medical marijuana dispensaries shall provide a neighborhood security guard patrol for a two-block radius surrounding the medical marijuana dispensary during all or specified hours of operation.

c. No doctor shall issue a written certification on-site for medical marijuana.

d. Medical marijuana dispensaries shall only dispense medical marijuana to qualified patients and their designated caregivers as defined in the Act.

e. Medical marijuana dispensaries shall notify patrons of the following verbally and through posting of a sign in a conspicuous location at the medical marijuana dispensary:

(i) Use of medical marijuana shall be limited to the patient identified on the doctor's written certification. Secondary sale, barter or distribution of medical marijuana is a crime and can lead to arrest.

(ii) Patrons must immediately leave the site and not consume medical marijuana until at home or in an equivalent private location. Medical marijuana dispensary staff shall monitor the site and vicinity to ensure compliance.

f. Medical marijuana dispensaries shall not provide marijuana to any individual in an amount not consistent with personal medical use, or in violation of state law and regulations related to medical marijuana use.

g. Medical marijuana dispensaries shall not store more than two hundred dollars ($200.00) in cash overnight on the premises.

h. Any qualifying patient under eighteen (18) years of age shall be accompanied by a parent or legal guardian. Except for such parent or legal guardian, no persons other than qualifying patients and designated caregivers shall be permitted within a medical marijuana dispensary premises.

i. No signs, advertising, or any other advertising matter used in connection with the medical marijuana dispensary shall be of an offensive nature and shall in no way be contrary to the City code, or obstruct the view of the interior of the premises viewed from the outside.

L. Tobacco Oriented Retailers[8]

Applications for tobacco oriented retailers shall comply with and show the method of complying with the following standards:

1. This use shall be at least 1000-feet from another tobacco retailer, public, private or charter school, parks/playgrounds, or licensed day care facilities.

2. The separation distance shall be measured in a straight line from the property line of the tobacco oriented retailer use to the nearest property line of the other listed uses.

3.2.4. Industrial Uses

A. Building Materials Sales, Indoor Retail

In the CMU and C2 districts, the maximum size of this use should be limited to 50,000 square feet.

B. General Industrial Service

In the IMU, I-1, and I-2 zoning districts, retail sales, offices, parking, and indoor storage may be allowed as an accessory uses.

C. Landfill

Each sanitary landfill shall be approved in accordance with state and federal regulations and guidelines and shall be situated on a parcel of land at least 40 acres in size.

[8] ORD. 14-15; 07/07/2015

3.3. ACCESSORY USES AND STRUCTURES[9]

3.3.1. Purpose

This section authorizes the establishment of accessory uses that are incidental and customarily subordinate to principal uses, provided that the accessory use complies with all applicable standards in this section.

3.3.2. Approval of Accessory Uses and Structures

All principal uses allowed in a zoning district shall be deemed to include those accessory uses, structures, and activities typically associated with the use, unless specifically prohibited in this Development Code. No accessory use may be established prior to establishment of the principal use with which such accessory use is associated. Section 10.3, *Definitions of General Use Categories and Specific Use Types*, identifies typical accessory uses associated with principal uses as part of the principal use definition. All accessory uses shall be subject to the standards in ~~this~~ Section 3.3, as well as any use-specific standards applicable to the associated principal use as set forth in Section 3.2, *Use-Specific Standards*.

3.3.3. General Standards

All accessory uses and structures shall comply with the following general standards:

~~A.~~ A. **Compliance with this Development Code**

1. All accessory uses and structures shall be subject to the dimensional requirements of Article 4, *Dimensional Standards*. In the case of any conflict between the accessory use/structure standards of this section and any other requirement of this Development Code, the more restrictive standards shall control.
2. Accessory uses shall comply with all standards of this Development Code applicable to the principal use with which they are associated. Parking requirements shall be met for both the principal use and any accessory use.

~~B.~~ B. **Location**[10]

The accessory use or structure shall be conducted and/or located on the same lot(s) as the principal use and to the rear of the front setback line, unless otherwise approved by the Director.

Open accessory structures with no walls such as trellises, pergolas, and patio covers shall have no separation from the site's principal structure. All other accessory structures shall be separated eight (8) feet from the site's principal structure.

When located to the rear of the primary structure, accessory buildings need not comply with the side or rear setback lines applicable to the primary structure provided that the accessory building is not located closer than three (3) feet from any property line. This side and rear yard setback shall be five (5) feet for accessory structures which exceed ten (10) feet in height. Accessory structures

[9] ORD. 11-20; 08/17/2020
[10] ORD 25-17; 12/19/2017

with vehicle entrances which directly face an alley shall be setback at least 10-feet from the property line along the alley.

~~C.~~ C. Size and Height[11,12,13]

~~1.~~ 1. ~~The maximum area of any accessory structure shall not exceed the area of the primary structure.~~ Both primary and accessory structures together must comply with the applicable lot coverage requirements established by this Development Code.

~~2.~~ 2. The maximum height of any accessory structure shall not exceed the height of the lot's primary structure, with the exception of the following:

a. A detached RV Garage can exceed the height of the principal structure, but shall not exceed 22 feet in height.

3. Within the ~~Rural Residential (RR) and~~ Single Family R1-43 and Agricultural (AG) districts, accessory structures shall be exempt from the maximum area and be limited to a maximum height of 22-feet and together with the primary structure, comply with the applicable lot coverage requirements established by this development code.

D. Same Ownership Required

The principal use and the accessory use shall be under the same ownership.

E. Same Utility Meter Required[14]

The principal use and the accessory use shall utilize the same utility meter.

F. Architectural Character[8,15]

Accessory structures with a gross floor area of 225 square feet or more shall be compatible to and complimentary with the associated primary structure in terms of building materials and architectural style. Within the ~~Rural Residential (RR) and Single Family~~ **R1-43 and** Agricultural (AG) districts, accessory structures shall be exempt from architectural character requirements except that structure color shall compliment the character of the primary structure.

3.3.4. Additional Standards for Specific Accessory Uses and Structures

~~D.~~ A. Accessory Dwelling Units

An accessory dwelling unit shall be permitted as an accessory use subject to the following standards:

1. Districts Allowed[8]

Accessory dwelling units shall be allowed as accessory uses to principal residential uses in the following districts: ~~RR, PR, R1SF~~-43, R1~~SF~~-18, R1~~SF~~-10, R1~~SF~~-6, and R1~~SF~~-3.

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[11] ORD. 09-18, 03/07/2018
[12] ORD. 07-12
[13] ORD. 18-17; 07/05/2017
[14] ORD. 18-17; 07/05/2017
[15] ORD. 07-12

2. Where Permitted on Lot

A permitted accessory dwelling unit shall comply with all applicable site and building design, access, and other standards for principal dwelling units in the zoning district in which the accessory dwelling unit will be located. No detached accessory dwelling unit may be located within 10 feet of the principal structure~~ or occupy more than 50 percent of the required rear setback~~. Mobile homes~~, manufactured housing~~, industrialized housing, recreational vehicles, travel trailers, and any other wheeled or transportable structure shall not be used as accessory dwelling units.

~~1.~~3. **Size of Accessory Dwelling Unit**[16]

~~No accessory dwelling unit shall exceed 33 percent of the size of the habitable floor area of the principal unit.~~ An accessory dwelling unit shall contain private sanitary facilities with hot and cold running water and cooking (range, oven) and food storage (full-size refrigerator/freezer) facilities. The accessory dwelling unit height will not exceed the height of the primary structure. Agricultural uses such as barns and silos are exempt from this provision.

~~3.~~4. **Utilities.** The accessory dwelling unit shall not have separate utility services unless the public utility determines that a separate meter is required for safety reasons.

~~4.~~5. **Limit on Number**

There shall be no more than one accessory dwelling unit on a lot in addition to the principal single-family dwelling.

~~5. Off-Street Parking~~

~~At least one off-street paved parking space shall be provided for each accessory dwelling unit.~~

~~G.~~ B. **Domesticated Farm Animals**

The keeping of domesticated farm animals is allowed in the AG, R1~~SF~~-43, ~~RR,~~ and R1~~SF~~-18 zoning districts. In the R1~~SF~~-43~~, RR,~~ and R1~~SF~~-18 districts, domesticated farm animals may only be kept on lots at least one-half acre in size or larger. Such animals shall be kept for only non-commercial purposes benefiting the residents of the subject property.

~~H.~~ C. **Home Occupations**

A home occupation may be permitted as an accessory use to a principal dwelling unit in any of the residential or mixed-use districts, provided that:

~~1.~~ 1. **Size/Area**

The business or service is located within the dwelling or an associated permitted accessory building, and does not exceed 20 percent of the

[16] ORD. 18-17; 07/05/2017

combined floor area of the structures or 500 square feet, whichever is less.

~~2.~~ 2. **Employees and Residency**

The principal person or persons providing the business or service shall reside in the dwelling on the premises. The home occupation shall employ no more than one person who does not reside on the premises.

~~3.~~ 3. **Neighborhood Compatibility**

a. All vehicles used in connection with the home occupation shall be of a size, and located on the premises in such a manner, so as to not disrupt the quiet nature and visual quality of the neighborhood, and there shall be no more than two vehicles used in connection with any home occupation.

b. No more than two off-street parking spaces may be provided for the home occupation, in addition to those off-street parking spaces required for the dwelling itself pursuant to Section 5.6, *Off-Street Parking*, of this Development Code.

c. No additional parking areas other than driveways shall be located in the required front setback.

d. There shall be no advertising devices on the property, or other signs of the home occupation, that are visible from outside the dwelling or accessory building.

e. The use shall not be conducted in such a manner or advertised in such a way as to attract consumer traffic or other nonresidential traffic. Advertisements that are displayed in any media, including telephone directories, shall not give the street address of the home occupation location.

f. The home occupation shall not involve more than one (1) business caller or visitor at a time and not more than two (2) visitors per hour.

g. The property shall contain no outdoor display or storage of goods or services that are associated with the home occupation.

h. Wholesale or retail sales of goods shall not occur on the premises.

i. The home occupation shall not create traffic or parking congestion, noise, vibration, odor, glare, fumes, or electrical or communications interference that can be detected by the normal senses off the premises, including visual or audible interference with radio or television reception. No heavy machinery shall be operated in connection with the home occupation. No home occupation shall use chemicals, materials, or equipment that are not normally found in a residential area.

~~4.~~ 4. **Prohibited Home Occupations**

The following uses, because of their impacts on the surrounding residential area, shall not be permitted as home occupations: auto repair or motorized implement repair; dance, music or other types of instruction (if more than four students are being instructed at one time); dental offices; medical offices; the painting of vehicles, trailers or boats; private schools with organized classes; motor vehicle towing operation; auto sales brokers (if any vehicles for sale are brought to the residence); barber shops having more than one chair, beauty shops having more than one chair; welding shops; and nursing homes.

~~I.~~ D. **Outdoor Display and Sales**

Outdoor display and/or sale may be allowed as an accessory use for all commercial and industrial uses, provided that the display of such items does not impede the flow of pedestrian or vehicular traffic or create an unsafe condition. The outdoor display of goods shall meet all of the following requirements:

~~1.~~ 1. Outdoor display and/or sale shall require approval of the Director and may be subject to appropriate conditions by the Director to ensure compliance with the provisions of this subsection ~~D.~~

~~2.~~ 2. Display of goods shall not be in drive aisles, loading zones, fire lanes, or parking lots, and shall not obstruct any entrance to the building.

~~3.~~ 3. No goods shall be attached to a building's wall surface.

~~4.~~ 4. The outdoor display area shall take place on an improved surface such as the sidewalk or pavement, and be clearly marked by a contrasting paint color.

~~5.~~ 5. No outdoor displays shall be allowed in required landscape areas.

~~6.~~ 6. At least five (5) feet along the parking lot side of the display shall be maintained free of obstruction to allow for pedestrian and handicap movement, such that handicapped pedestrians and others do not have to enter the parking lot or drive aisle to walk around the display.

~~7.~~6. Outdoor display located within any rights-of-way is prohibited unless allowed under Chapter 9, Section 19-5, encroachment permit for sidewalk furniture (Class 2 permit).

~~J.~~ E. **Outdoor Storage**

Outdoor storage is a permitted accessory use in the I-2 zoning district without restriction. In the C-3, BP, and I-1 zoning districts, outdoor storage is permitted through the site plan review process and subject to compliance with the following requirements:

~~1.~~ 1. Except for outdoor storage associated with industrial or agricultural uses, each outdoor storage area shall be incorporated into the overall design

of the primary structure on the site and shall be located at the rear of the primary structure.

~~2.~~ 2. Each outdoor storage area shall be screened from view from all property lines and adjacent rights-of-way by an opaque fence or wall between six and eight feet in height that incorporates at least one of the predominant materials and one of the predominant colors used in the primary structure. The fence may exceed eight feet in height where the difference in grade between the right-of-way and the outdoor storage area makes a taller fence necessary to effectively screen the area. Materials may not be stored higher than the height of the primary structure. The perimeter of the fence or wall must be landscaped with a seven-foot wide strip containing a minimum of one tree for every 150 square feet of lot area.

~~3.~~ 3. A landscaped earthen berm may be used instead of or in combination with a required fence or wall.

~~4.~~ 4. If the outdoor storage area is covered, then the covering shall include at least one of the predominant exposed roofing colors on the primary structure.

~~5.~~ 5. No materials may be stored in areas intended for vehicular or pedestrian circulation.

~~6.~~ 6. No storage of any items may occur within the front setback area or within the one-half of the each side setback nearest the street.

~~K.~~ F. Outdoor Storage (Vehicles)

~~1.~~**7.** Residential. Outdoor storage of vehicles, trucks, and recreational vehicles may be allowed as an accessory use in residential zoning districts subject to compliance with the following requirements:

a. Off-street parking spaces for all vehicles shall be provided. The parking areas shall be paved with asphalt, bituminous, brick, concrete, or other surfaces of comparable durability to minimize nuisance from dust. Three (3) inches of crushed rock can be used but must be compacted and contained within a permanent border. Driveways leading to an RV Garage shall include a paver driveway or stained concrete.

b. Only a single semi-trailer truck and/or a single recreational vehicle can be stored on a single residential lot.

c. All semi-trailer trucks and recreational vehicles shall be parked within a garage or in the side, or rear yard.

d. The truck or recreational vehicle shall be screened by a minimum six (6) foot high block wall or opaque wood fence. All screen walls, fences, and gates shall be erected and maintained in conformance with the provisions of the zoning ordinance.

e. Recreational vehicles located on properties zoned for residential uses may not be utilized for living by any person.

f. There shall not be any type of vehicle stored on a vacant parcel of land.

~~2.~~ 2. Nonresidential. Outdoor storage of vehicles and equipment may be allowed as an accessory use in General Commerce (GC), Regional Commercial (C-3), Light Industrial (I-1), and Heavy Industrial (I-2) zoning districts only through the site plan review process and subject to compliance with the following requirements:

~~a.~~ a. Except on sites undergoing construction activity, portable offices are allowed to be stored only in conjunction with a principal industrial use and shall be placed in the rear half of the lot.

~~b.~~ b. Inoperable vehicles shall be stored only in conjunction with an industrial use completely screened from view of a public street.

~~c.~~ c. There shall not be any type of vehicle stored on a vacant parcel of land.

~~d.~~ d. Off-street parking spaces for all vehicles shall be provided. The driveway and parking areas shall be paved with concrete, asphalt, pavers, or a surface of similar durability.

3.4. TEMPORARY USES AND STRUCTURES

3.4.1. Purpose

This Section allows for the establishment of certain temporary uses, provided that a temporary use permit, if required, is properly obtained and the temporary use complies with the standards of this section.

3.4.2. Temporary Uses Allowed

The following temporary uses are allowed provided they comply with the conditions stated below:

A. Antennas, Temporary

Temporary antennas may only be allowed in the following instances:

~~3.~~ 1. In conjunction with a festival, carnival, or other permitted temporary use. The antenna(s) shall only be allowed commencing from one week prior to the event and be removed one week after the event.

~~4.~~ 2. In conjunction with a natural calamity such as a storm or other emergency as declared by the City's Police or Fire Departments, which calamity has damaged or destroyed the regular facilities, and the temporary facilities are needed to restore service until the damage can be repaired or replaced. The facility owner or the service provider shall notify the City within 24 hours of the outage, and must receive an administrative permit if the temporary facility will be required for more than seven days.

~~L.~~ **B. Expansion or Replacement Facilities, Temporary**

Expansion or replacement facilities are permitted, provided that they consist of transportable buildings that are pre-constructed and arrive at the site ready for

occupancy and are readily removed and installed at other sites. Such facilities may include, but are not limited to, the following:

~~1.~~ 1. Expansion of existing religious assembly facilities, health care facilities, schools, and government offices following the approval of filed plans and applications for the permanent alteration/expansion of these facilities.

~~2.~~ 2. Temporary classroom space for existing schools.

~~3.~~ 3. Temporary office space for construction and security personnel during the construction of an approved development for which a grading or building permit has been issued

~~4.~~ 4. Temporary space for recreational uses provided in connection with an approved residential development under construction.

~~5.~~ 5. Temporary space for a non-residential or residential use following damage to or destruction of a building by fire or other catastrophic event.

~~6.~~ 6. Temporary office space (one per site) for hiring, membership solicitation, apartment office/leasing, and general office use following the issuance of a building permit for the construction of a permanent building.

~~M.~~C. Retail Sales, Temporary

Retail sales of products, including but not limited to Christmas trees, nursery products, agricultural produce, or fireworks, is permitted in any nonresidential district for a period not to exceed the number of days specified in the temporary use permit. Display of products need not comply with the yard and setback requirements of this Development Code provided that no display shall be located within an area restricted by the vision clearance area requirements of this Code or Engineering Design Standards.

~~N.~~ D. Roadside Stand, Temporary

A temporary structure or use for the seasonal retail sale of locally grown food products such as food and vegetables may be allowed in the RR, AG and SF-43 districts. Additional right-of-way permits and/or business licensing may be required.

~~O.~~ E. Sales/Leasing Office, Temporary

A temporary sales or leasing office that is located within a permanent structure, such as a model home, is permitted for residential development in any residential or mixed use zoning district until all of the lots, houses, or dwelling units are sold or leased. A modular or manufactured building may be used for a period of six months, or until the first six lots/units or 10 percent of the lots/units that have been final platted/approved, whichever is less, are improved; after which time the modular or manufactured building must be replaced with a sales or leasing office within a permanent structure. Use of the sales or leasing office for sites outside of the project is prohibited.

~~P.~~ F. Yard Sales, Temporary

Yard sales in agricultural and residential zones are permitted on any property where residential use is the principal use and do not require the issuance of a Temporary Use Permit under Section 3.4.4 *Temporary Use Permits*, unless the

length or frequency of the yard sale exceeds that exempt under Section 3.4.4.B *Permit Exemptions*. Yard sales in mixed use development are only permitted on property where residential use is the principal use, and only after issuance of a Temporary Use Permit under Section 3.4.4 *Temporary Permits*. No yard sale may exceed 72 hours in any 30-day period.

~~Q.~~ G. Food Truck (Mobile Food Vendor)

Food trucks located on private property are temporary uses subject to the following:

1. Food trucks and all associated equipment shall not be located on a single property for greater than twelve (12) continuous hours within a 24-hour period, unless it is associated with a longer-term permitted temporary or special event. Food trucks which intend to permanently locate on a private property are permanent uses and require full site improvements and site plan review.

2. Food trucks, signs, seating, and associated customer parking shall be located entirely on private property on a paved or approved dust-free surface. Food trucks on public property shall be governed by the Buckeye City Code and applicable state law.

3. Food trucks shall not be located within 250-feet of residential zoned property
   - **a.** Catering Service as defined by this Code shall not be subject to the limitation of this subsection.
   - **b.** Assembly uses or non-residential uses that contain an on-site parking lot such as parks, libraries, and schools, shall not be subject to the limitations of this subsection.

4. Tents, temporary lighting, sound equipment, storage containers, coolers, refrigerators, storage buildings, permanent canopies or other structures associated with the food truck are not permitted, unless approved through a special event.

5. Food trucks shall be operable/drivable, licensed and comply with all Maricopa County Health Department requirements.

6. Food truck shall be licensed in accordance with City of Buckeye license requirements.

~~R.~~ H. Other Temporary Uses

The Director or their Designee may approve other temporary uses or structures using the process established in Section 3.1.4, *Classification of New and Unlisted Uses*.

3.4.3. General Requirements for All Temporary Uses and Structures

All temporary uses or structures shall meet the following general requirements, unless otherwise specified in this Development Code:

A. Written property owner permission is required for all temporary uses.

~~**S.**~~ B. Permanent alterations to the site are prohibited.

~~**T.**~~ C. All temporary signs associated with the temporary use or structure shall comply with the standards of Section 5.11.5, *Temporary Signs* and shall be removed when the activity ends.

~~**U.**~~ D. The temporary use or structure shall not violate any applicable conditions of approval that apply to a principal use on the site.

~~**V.**~~ E. The temporary use standards of this section do not exempt the applicant or operator from any other required permits, such as health department permits.

~~**W.**~~ F. If the property is undeveloped, it shall contain sufficient land area to allow the temporary use or structure to occur, as well as any parking and traffic movement that may be associated with the temporary use.

~~**B.**~~ G. If the property is developed, the temporary use shall be located in an area that is not actively used by an existing approved principal use, and that would support the proposed temporary use without encroaching or creating a negative impact on existing buffers, open space, landscaping, traffic movements, emergency access, pedestrian circulation, or parking space availability. Tents and other temporary structures shall be located not to interfere with the normal operations of any permanent use located on the property.

~~**C.**~~ H. All temporary lighting and sound equipment shall be directed away from adjacent rights-of-way and properties and extinguished/silenced at the close of business.

~~**D.**~~ I. All temporary vehicles/structures/tents shall not exceed the maximum height allowed in the zoning district in which the temporary use is located.

3.4.4. Temporary Use Permits

A. Permit Required

All temporary uses and structures shall obtain a temporary use permit pursuant to the procedures set forth in Section 8.10, *Temporary Use Permits*, of this Development Code.

B. Permit Exemptions

Notwithstanding Subsections 3.4.2 and 3.4.3, the following temporary uses are deemed approved in any district and do not have to obtain a temporary use permit, provided that the proposed temporary use complies with the requirements in Subsections 3.4.2 and 3.4.3:

1. Events and temporary uses utilizing City property, public streets, or public rights-of-way, provided that the applicant shall coordinate with Community Services, Public Works, the Buckeye Police and Fire Departments, and comply with any conditions required by those departments. In addition, such events shall comply with the following:

a. Lighting and sound equipment shall be directed away from adjacent residential uses;

b. All temporary vehicles/structures/tents shall be located at least 50 feet from a residential use and not exceed 14 feet in height.

c. Driveways, sidewalks, streets, or parking areas shall not be blocked or their function impeded. Provisions shall be made to provide for the safe and efficient flow of traffic during the event.

~~1.~~ 2. Up to seven, two-day garage or yard sales per year per dwelling unit;

~~2.~~3. Temporary car washes, provided that the total number of days is no more than seven per year;

~~3.~~4. Gatherings of less than 100 people, such as block parties, nonprofit bazaars, and fundraisers, provided such gatherings in residential areas are confined to the hours of 8 a.m. to 10 p.m.;

~~4.~~5. Temporary uses that occur wholly within an enclosed permanent building;

~~5.~~6. Construction Trailers, provided they are placed in conjunction with a construction permit. The structure is to be removed from the site prior to Certificate of Occupancy, or within 30 days after the final Certificate of Occupancy in the case of residential development;

~~6.~~7. Food Trucks; and

~~7.~~8. Temporary office space for construction and security personal.

NOTE: Definition section 10.3 moved to Article 3, Section 3.5.

3.5. DEFINITIONS OF USE CATEGORIES AND SPECIFIC USE TYPES

3.5.1. Purpose

This section defines the general use categories and specific use types listed in Table 3.1-1, *Table of Allowed Uses.*

3.5.2. Residential Uses[17]

A. Household Living

This use category is characterized by residential occupancy of a dwelling unit by a household. Tenancy is arranged on a month-to-month or longer basis (lodging where tenancy may be arranged for a period of less than 30 days is classified under the "Visitor Accommodation" category). Common accessory uses include recreational activities, raising of pets, gardens, personal storage buildings, hobbies, and parking of the occupants' vehicles. Specific use types include, but are not limited to:

[17] ORD. 18-17; 07/05/2017

1. Dwelling, Duplex

A dwelling designed for or used by two families living independently of each other in separate units.

2. Dwelling, Multi-Family

A dwelling designed for independent occupancy by three or more families in separate units.

3. Dwelling, Single-Family Detached

A dwelling designed for or used by one family and having no walls in common with adjoining dwellings.

4. Dwelling, Single-Family Flex

A dwelling within a Single-Family Flex development to be used by one family and may have walls in common and join adjacent dwellings or may be detached. The intent is to provide attainable housing.

5. Dwelling, Manufactured Home (Modular Home)

A structure, transportable in one or more sections, that is at least eight feet in width and thirty-two feet in length and that is built on a permanent chassis and designed to be used as a dwelling unit, with or without a permanent foundation, when connected to on-site utilities, and built on or after June 15, 1976, in accordance with the National Manufactured Home Construction and Safety Standards Act of 1974 and Title VI of the Housing and Development Services Act of 1974.

6. Dwelling, Mobile Home

A structure, transportable in one or more sections, that is at least eight feet in width and thirty-two feet in length and that is built on a permanent chassis and designed to be used as a dwelling unit, with or without a permanent foundation, when connected to on-site utilities, and that was not constructed in accordance with the National Manufactured Home Construction and Safety Standards Act of 1974 and Title VI of the Housing and Development Services Act of 1974. Residential use of mobile home constructed prior to 1976 is prohibited.

7. Dwelling, Zero Lot Line

A detached dwelling that has only one side yard.

8. Family

An individual or two (2) or more persons related by blood, marriage, or adoption. Also a group of not more than six (6) persons, who need not be related, living together as a single housekeeping unit in a dwelling unit.

9. Mobile or Manufactured Home Park

A site with required improvements and utilities for the long-term parking/siting of mobile homes or manufactured homes, which may include services and facilities for the residents.

10. Mobile or Manufactured Home Subdivision

A subdivision with required improvements and utilities for the long-term parking/siting of mobile homes or manufactured homes on individual home lots, which may include services and facilities for the residents.

11. Townhome/Townhouse

A type of dwelling unit which is attached to at least one other dwelling unit. The dwelling units may be attached at a property line or they may be multiple units on a single lot. There is no vertical overlap of any dwelling units.

B. Group Living

This category is characterized by residential occupancy of a structure by a group of people who do not meet the definition of "Household Living." Tenancy is arranged on a monthly or longer basis, and the size of the group may be larger than a family. Generally, Group Living structures have a common eating area for residents. The residents may receive care, training, or treatment, and caregivers may or may not also reside at the site. Accessory uses commonly include recreational facilities and vehicle parking for occupants and staff. Specific use types include, but are not limited to:

1. Assisted Living, Residential

Premises used for the housing of and caring for the ambulatory, aged or infirm, other than a hospital, licensed by the Arizona State Department of Health Services for more than six (6), but not more than ten (10) persons in a residential setting. A residential assisted living home shall not be located on a lot within 1,200 feet, measured by a straight line in any direction, from another residential assisted living home, group home, or group recovery home as measured from property line to property line. The separation requirements shall not apply to residential assisted living homes, group homes, or group recovery homes separated by arterial roads.

2. Assisted Living, Commercial

Premises used for the housing of and caring for the ambulatory, aged or infirm, other than a hospital, licensed by the Arizona State Department of Health services for more than ten persons.

3. Boarding House/Guest Room

A building arranged or used for lodging with no more than five bedrooms, with or without meals, for compensation and not occupied as a single-family unit. The occupancy of one or two bedrooms for compensation shall not be considered a boarding, dormitory, or rooming house, provided not more than two guests occupy each bedroom.

4. Group Home

A residential facility licensed by the Arizona State Dept. of Health Services that provides residence and treatment for more than six (6), but no more than ten (10) persons who are mentally and/or physically

handicapped. A group home shall not be located on a lot within 1,200 feet, measured by a straight line in any direction, from another group home, residential assisted living home, or group recovery home as measured from property line to property line. The separation requirements shall not apply to residential assisted living homes, group homes, or group recovery homes separated by arterial roads.

5. Group Recovery Home

A residential facility licensed by the Arizona State Dept. of Health Services which provides residence and treatment for more than six (6), but no more than ten (10) persons who are in the process of recovery and/or adjustment from alcoholism, drug abuse, or mental health afflictions. A group recovery home shall not be located on a lot within 1,200 feet, measured by a straight line in any direction, from another group recovery home, residential assisted living home, or group home as measured from property line to property line. The separation requirements shall not apply to residential assisted living homes, group homes, or group recovery homes separated by arterial roads.

6. Nursing Home

A health care facility, other than a hospital, licensed by the Arizona State Department of Health Services, designed to provide housing, meals, and treatment, and skilled nursing care on a long-term basis to more than six (6) individuals who, because of age, illness or infirmity, are unable to care for themselves.

7. Senior Housing

Senior housing is typically one- and two bedroom apartments or condominiums designed to meet the needs of restricted ages. Senior housing is typically occupied by persons 62 years of age and older or, if more than 150 units, persons 55 years of age and older.

8. Shelter Care Facility

A residential care facility for no more than ten persons which provides temporary lodging, meals, counseling, and full time supervision to individuals and groups such as pregnant teenagers, victims of domestic violence, neglected children, and runaways for periods of less than 30 consecutive days.

9. Shelter Care Facility, Homeless

A facility which provides temporary lodging, meals, and sanitary facilities for no more than ten people without permanent housing.

3.5.3. Public/Institutional Uses

A. Community Service

Uses including buildings, structures, or facilities owned, operated, or occupied by a governmental entity or nonprofit organization to provide a service to the public. Specific use types include, but are not limited to:

1. Assembly Hall, Public

A building or structure, or group of buildings or structures, owned or operated by a public entity, intended primarily for the conducting of organized assembly. Accessory uses may include meeting rooms, kitchen facilities for preparation of food to be consumed on the premises, parking, and childcare provided for persons while they are attending assembly functions. Schools associated with assembly uses are not an accessory use.

2. Cemetery

Land used or dedicated to the interment of human or animal remains, including columbaria, mausoleums, mortuaries, and associated maintenance facilities when operated in conjunction with, and within the boundaries of, such cemetery.

3. Community Recreation Center

A facility providing recreation/pool facilities and/or meeting rooms, and typically oriented to the recreational needs of the residents of the surrounding area.

4. Crematorium or Funeral Parlor

A location containing properly installed, certified apparatus intended for use in the act of cremation, or an establishment for the preparation of the deceased for burial and the display of the deceased and rituals connected with, and conducted before, burial or cremation. This definition may include a facility for the permanent storage of cremated remains of the dead.

5. Government Administration and Civic Buildings

An office of a governmental agency that provides administrative and/or direct services to the public, such as, but not limited to: post offices, employment offices, public assistance offices, or motor vehicle licensing and registration services.

6. Public Safety Facility

The conduct of publicly owned safety and emergency services, such as, but not limited to, fire stations, police stations, and emergency medical and ambulance services.

7. Religious Assembly

A facility used primarily to provide assembly and meeting areas for religious activities. Accessory uses include cultural events, parking, caretaker's housing, buildings ancillary to a religious function, pastor's housing, and group living facilities such as convents.

8. Social Service Facility

A public or nonprofit facility that is not a hospital, nursing home, day care center, group care home, residential facility, boarding house, or health clinic.

B. Cultural Facility

A cultural facility displays or preserves objects of interest or provides facilities for one or more of the arts or sciences. Accessory uses may include parking, storage areas, offices, and gift shops. Specific use types include, but are not limited to:

1. Art Gallery or Museum, Public

Any permanent institution for the collection and display of objects of art or science, sponsored by a public or quasi-public agency and open and available to the public.

2. Library, Public

A permanent facility for storing and loaning books, periodicals, reference materials, audio and videotapes, computers, and other similar media open and available to the public.

C. Day Care Facility

Day Care uses include facilities that provide care for children or adults on a regular basis away from their primary residence. This category does not include public or private schools or facilities operated in connection with an employment use, shopping center, or other principal use, where children are cared for while parents or guardians are occupied on the premises or in the immediate vicinity. Accessory uses include offices, recreation areas, and parking. Specific use types include, but are not limited to:

1. Day Care, Commercial

An establishment licensed by the Arizona State Dept of Health Services providing care and supervision for five or more persons on a less than 24-hour basis. This classification includes nursery schools, preschools, day care centers for children or adults, and any other day care facility licensed by the State.

2. Day Care, Residential

An establishment licensed by the Arizona State Dept of Health Services that provides either child day care for at least six and not more than ten children or adult day care for at least six and not more than ten adults. The following uses are not a Residential Day Care use: Group Home; Group Recovery Home; Shelter Care Facility; Shelter Care Facility, Homeless; and Day Care, Home Occupation.

D. Education

Education uses are public (including charter), private, and parochial institutions at the primary, elementary, middle, high school, or post-secondary level, or trade or business schools, which provide educational instruction to students. Accessory uses include play areas, cafeterias, recreational and sport facilities, auditoriums, and before or after school day care. Specific use types include, but are not limited to:

1. College or University

A degree-granting institution, other than a trade school, that provides education beyond the high school level. The use includes, but is not limited to, classroom buildings, offices, laboratories, lecture halls, athletic facilities, and dormitories.

2. Private Elementary or Middle School

A private educational institution that satisfies the compulsory education laws of the State of Arizona for students in elementary grades.

3. Private High School

A private educational institution that satisfies the compulsory education laws of the State of Arizona for students in secondary education.

E. Health Care Facility

Health Care uses are characterized by activities focusing on medical services, particularly licensed public or private institutions that provide primary health services and medical or surgical care to persons suffering from illness, disease, injury, deformity, or other physical or mental conditions. Accessory uses may include laboratories, outpatient, or training facilities, and parking, or other amenities primarily for the use of employees in the firm or building. Specific use types include, but are not limited to:

1. Medical Office or Clinic

A public or private facility primarily engaged in furnishing, on an outpatient basis, chiropractic, dental, medical, surgical, medical imaging, or other services to individuals, including the offices of chiropractors, physicians, dentists, drug therapists, and other health practitioners, medical and dental laboratories, outpatient care and outpatient care facilities. Patients are not kept overnight except under emergency conditions.

2. Hospital

A public or private facility, which can include multiple buildings, for the accommodation of sick, injured, or infirm persons, and for the provision of related outpatient services. Services regularly include the keeping of patients overnight. Accessory uses include heliports and related facilities, and parking.

F. Parks and Open Space

Park and Open Space uses focus on natural areas, large areas consisting mostly of vegetative landscaping or outdoor recreation, community gardens, or public squares. Lands tend to have few structures. Accessory uses may include clubhouses, playgrounds, maintenance facilities, concessions, caretaker's quarters, and parking. Specific use types include, but are not limited to:

1. Arboretum or Botanical Garden

A public or private facility for the demonstration and observation of the cultivation of flowers, fruits, vegetables, or ornamental plants. Permitted accessory uses include gift shops, cafes, snack bars, and parking.

2. Campground

A parcel of ground where two or more campsites are located, established, or maintained for occupancy by camping units of the general public, including cabins, or tents, as temporary living quarters for recreation, education, or vacation purposes.

3. Community Playfields and Parks

A tract of land owned by a public entity and available to the general public for recreational purposes. This definition includes indoor recreational facilities, swimming pools, playgrounds, and lighted and unlighted athletic fields.

4. Parks and Nature Preserves, Not-For-Profit

An area that preserves or protects desert lands, associated endangered species, washes, critical environmental features, viewsheds, or other natural elements. Such areas may include pedestrian or equestrian easements.

G. Telecommunication Facility

Telecommunications facilities transmit analog or digital voice or communications information between or among points using electromagnetic signals via antennas, microwave dishes, and similar structures. Supporting equipment includes buildings, shelters, cabinets, towers, electrical equipment, parking areas, and other accessory developments. Specific use types include, but are not limited to:

1. Tower (Including any facility with a tower)

A structure in a fixed location used as an antenna or to support antennas for the primary purpose of transmitting and/or receiving electronic signals. This use includes wireless communication facilities with towers. This definition also includes non-residential broadcast, communication, transmission, and similar towers, either freestanding or attached to an adjacent broadcasting or transmitting facility.

2. Broadcasting or Recording Studio (no tower)

A building or portion of a building used as a place for radio or television broadcasting or recording but without a transmission tower.

3. Satellite Earth Station

A telecommunication facility that transmits to and/or receives signals from an orbiting satellite.

4. Stealth Monopole

A monopole that is disguised or camouflaged with a design that replicates vegetation (such as shaped like a palm tree, pine tree or

cactus), flag pole, bell tower, church spire or architecturally integrated into an existing structure.

5. Transmitting Station (no tower)

Any facility utilized for the transmission of broadcast information but without a transmission tower. This use includes wireless communication facilities without towers.

6. Wireless Communication Facility (WCF)

A facility that sends and/or receives wireless communication signals, including but limited to, antennas, microwave dishes, antenna structures, towers, equipment enclosures and the land upon which they are all situtated. Wireless Communications Facilities can be concealed, disguised or visible.

7. Wireless Communication Facility, Cell on Wheels (COW)

A portable self-contained cell site that can be moved to a location and set up to provide personal wireless services on a temporary or emergency basis. A COW is normally vehicle mounted and contains a telescoping boom as the antenna support structure.

8. Wireless Communication Facility, Co-Location

The act of siting multiple wireless communications providers in the same location and on the same support structure. Collocation also means locating onen or more additional Wireless Communications Facilities on a structure designed for a different purpose such as, but not limited to, buildings, water tanks, towers, flagpoles or utility poles without need to construct a new support structure.

H. Transportation Facility

This category includes facilities that receive and discharge passengers and freight. Accessory uses include freight handling areas, concessions, offices, parking, and maintenance and fueling facilities. Specific use types include, but are not limited to:

1. Airport

A place where aircraft can land and depart, usually equipped with landing field facilities for refueling and repair, and various accommodations for passengers.

2. Bus Terminal

Any premises for the transient housing or parking of motor-driven buses and the loading and unloading of passengers.

3. Heliport

An area designed to be used for the landing or takeoff of helicopters, which may include all necessary passenger and cargo facilities, fueling, and emergency service facilities.

I. Utility

This category includes both major utilities, which are infrastructure services providing regional or community-wide service, and minor utilities, which are infrastructure services that need to be located in or near the neighborhood where the service is provided. Services may be publicly or privately provided. Accessory uses may include control, monitoring, data, or transmission equipment.

1. Utility Facility, Major

A service of a regional nature that normally entails the construction of new buildings or structures, and that typically has employees on the site on an ongoing basis. Examples include, but are not limited to: wastewater treatment plans, water works, reservoirs, power or heating plants, and steam generating plants.

2. Utility Facility, Minor

A service that is necessary to support development within the immediate vicinity and that involves only minor structures. Employees typically are not located at the site on an ongoing basis. Examples include, but are not limited to: electric transformer stations; gas regulator stations; telephone exchange buildings; well, water, and sewer pumping stations; water storage tanks; and water pressure regulating stations.

3. Solar Generation Station

An electrical energy generation plant comprised of one or more free-standing, ground-mounted devices that capture solar energy and convert it to electrical energy for use by an off-site electric utility provider. Solar generation stations typically utilize photovoltaic solar cells, but they can also be combinations of light reflectors, concentrators, and heat exchangers. A solar generation station is also known as a solar plant, solar generation plant, solar farm, concentrated solar power plant, solar power plant, or solar thermal power plat (if non-photovoltaic).

4. Water Treatment Plant

A water treatment plant is a facility that processes (or treats) water to make it potable.

3.5.4. Commercial Uses

A. Agriculture and Ranching

The use of land for purposes including farming and crop production, dairying, pasturage, horticulture, animal and poultry husbandry, and the necessary accessory uses for treating or storing of farm products and parking of equipment. Specific use types include, but are not limited to:

1. Agriculture

The growing and harvesting of crops for commercial purposes.

2. Commercial Ranch

An animal or crop production enterprise that may include employee housing, heavy equipment storage, and other related improvements.

3. Dairy

Area where dairy animals are kept for milking and from which a part or all of the milk is sold, offered for sale or supplied for human consumption, and includes all buildings, yards, and premises occupied or used in connection with the production of milk.

4. Meat Processing

The production, processing, or packing of meat that is intended for human consumption or for use as animal food.

5. Residential Ranch

A single-family dwelling, with accessory uses such as non-commercial raising of crop and animals, farm buildings, storage of related equipment, and similar types of hobby farm activities. A residential ranch does not include caretaker housing, or other uses associated with a commercial ranch such as heavy equipment storage and commercial breeding.

6. Roadside Stand

A temporary structure for the seasonal retail sale of locally grown food products such as fruits and vegetables.

B. Animal Sales and Services

Animal Sales and Services uses involve the selling, boarding, or care of animals on a commercial basis. Accessory uses may include internal and/or external confinement facilities for animals, parking, and storage areas. Specific use types include, but are not limited to:

1. Animal Hospital

A place where household pets or livestock are given medical or surgical treatment and the boarding of animals is limited to short-term care incidental to the hospital use.

2. Animal Pet Shop, Retail

A retail establishment offering small animals, fish, or birds for sale as pets and where all animals are housed within the building.

3. Animal Training School

A facility that specializes in the training of household animals.

4. Kennel

Any structure or premise where five or more domestic animals over five months of age are kept. Also, any structure or premises on which five or more domestic animals, the majority of which are under five months of age are kept, which such animals are of the same species but are not related within three degrees. Among the domestic animals counted for this purpose shall be dogs, cats, miniature pigs, or any combination thereof.

5. Veterinary Clinic

An office or a clinic of a veterinarian where small animals and household pets are given medical, surgical, or health maintenance treatment. The boarding of animals is limited to short-term care incidental to the treatment clinic and must be a secondary use of the property.

C. Assembly

Assembly uses include facilities owned or operated by associations, corporations, or other persons for social, educational, or recreational purposes primarily for members and their guests. Accessory uses may include offices, meeting areas, food preparation areas, concessions, parking, and maintenance facilities. Specific use types include, but are not limited to:

1. Assembly Hall, Private

A building or structure, or group of buildings or structures, owned or operated by a private entity, intended primarily for the conducting of organized assembly. Accessory uses may include meeting rooms, kitchen facilities for preparation of food to be consumed on the premises, parking, and childcare provided for persons while they are attending assembly functions. Schools associated with assembly uses are not an accessory use.

2. Auditorium, Private

An open, partially enclosed, or fully enclosed facility used or intended to be used primarily for commercial entertainment events, expositions, and other public gatherings.

3. Fraternal or Social Club, Nonprofit

Buildings and facilities owned or operated by a corporation, association, person, or persons for a social, educational, or recreational purpose, to which membership is required for participation, and not primarily operated for profit nor to render a service that is customarily carried on as a business.

4. Country Club, Private Membership

An area of 25 acres or more containing, but not limited to, a golf course and a club house and available only to a private specific membership. Such a club may contain as adjunct facilities, a private club and dining room, swimming pool, tennis courts and similar service and recreation facilities.

D. Financial Service

Establishments that provide retail banking services, mortgage lending, and similar financial services to individuals and businesses. This classification includes those institutions engaged in the on-site circulation of cash money, but does not include bail bond brokers. Accessory uses may include automatic teller machines, offices, and parking. Specific use types include, but are not limited to:

1. Financial Institution, With Drive-Through

An establishment that provides banking services, lending, or similar financial services to individuals and businesses. This definition includes those institutions engaged in the on-site circulation of cash money and check-cashing facilities, but shall not include bail bond brokers. The establishment has a drive-through facility.

2. Financial Institution, Without Drive-Through

Same as the above use, but with no drive-through facility.

3. Check-Cashing Facilities

Any person(s) or establishment engaged in the business of cashing checks or accepting deferred deposits for a fee, service charge, or other consideration. Such uses are not licensed banks, trust companies, savings and loan associations, credit unions, development corporations, mortgage brokers, thrift companies, pawn brokers, or insurance companies.

E. Food and Beverage Service

Food and Beverage Service businesses serve prepared food or beverages for consumption on or off the premises. This use category does not include grocery stores, which are included in the General Retail category. Accessory uses may include food preparation areas, offices, and parking. Specific use types include, but are not limited to:

1. Food Sales, Wholesale

A facility that makes food on-site, and may sell food items directly at the facility provided that any such sales are secondary and incidental to the primary operation of food production.

2. Bar, Lounge, or Tavern

A structure or part of a structure used primarily for the sale or dispensing and on-site consumption of alcoholic beverages or liquor by the drink, which may or may not serve food. Any facility providing both food and alcoholic beverages or liquor by the drink for on-site consumption that does not meet the definition of a restaurant shall be considered a bar, lounge, or tavern.

3. Catering Service

An establishment that prepares food for service at a remote site.

4. Drive-In Restaurant

A restaurant where customers purchase and consume prepared food on the premises in their automobiles.

5. Farmers Market

A building, structure, or tract of land with open air stands that is used for the primary purpose of retail sales of fresh fruits, vegetables, flowers, herbs, or plants. This definition may also include the accessory sales of

other unprocessed foodstuffs, home processed food products, baked goods, and home-made handicrafts.

6. Food Truck (Mobile Food Vendor)[18]

A food truck or Mobile food vendor means any person who owns, controls, manages or leases a mobile food unit or contracts with a person to prepare foods and vend from, drive or operate a mobile food unit. For the purposes of this section, a mobile food unit means a food establishment that is licensed by this state, that is readily movable and that dispenses food or beverages for immediate service and consumption and other incidental retail items from any vehicle as defined in Arizona Revised Statutes Section 28-101.

7. Nightclub

A commercial establishment dispensing alcoholic beverages for consumption on the premises and in which dancing and musical entertainments are permitted.

8. Restaurant, Without Drive-Through

An area or structure in which the principal use is the preparation and sale of food and beverages. Operations may or may not include outdoor seating areas or outdoor food service, but the operation does not include a drive-through or drive-in facility.

9. Restaurant, With Drive-Through

An eating/drinking establishment in which the principal business is the sale of foods or beverages to the customer in a ready-to-consume state and in which the design or method of operation of all or any portion of the business allows food or beverages to be served directly to the customer in a motor vehicle without the need for the customer to exit the motor vehicle.

10. Restaurant with Drive-Through / No on-site dining/drinking

A retail food or drink establishment that only provides service from a drive-through or walk up window

F. Office

A facility generally focusing on business or professional services. Accessory uses may include cafeterias, health facilities, parking, or other amenities primarily for the use of employees in the firm or building. Specific use types include, but are not limited to:

1. Office, Business or Professional

An establishment that provides executive, management, administrative, or professional services, but not involving the sale of merchandise except as incidental to a permitted use, and not including a medical office or clinic. Typical examples include real estate, insurance, property management, investment, employment, travel, advertising, law,

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architecture, design, engineering, accounting, broadcasting, call centers, and similar offices.

2. Research Laboratory

A facility for conducting medical or scientific research, investigation, testing, or experimentation; however, this does not include facilities for the manufacture or sale of products, except as incidental to the main purpose of the laboratory. This definition includes electronic and telecommunications laboratories, including assembly.

G. Recreation and Entertainment, Outdoor

Outdoor Recreation and Entertainment uses provide recreation or entertainment activities outside of an enclosed environment. Accessory uses may include concessions, snack bars, parking, and maintenance facilities. Specific use types include, but are not limited to:

1. General Outdoor Recreation, Commercial

Intensely developed recreational uses, lighted or unlighted, such as amusement parks, miniature golf courses, commercial tennis courts, batting cages, skateboard or skate parks or courses, bicycle motocross courses, water parks or slides, drive-in movie theaters, courses for paramilitary games, and archery facilities.

2. Golf Course, Unlighted

A tract of land laid out with a course having nine or more holes for playing the game of golf, including any accessory clubhouse, driving range, office, restaurant, concession stand, picnic tables, pro shop, maintenance building, restroom facility, or similar accessory use or structure. This term shall not include miniature golf courses as a principal or accessory use, nor shall it include driving ranges that are not accessory to a golf course, nor shall it include lighted golf courses.

3. Golf Course/Driving Range, Lighted

A tract of land laid out with a course having nine or more holes for playing the game of golf, including any accessory clubhouse, driving range, office, restaurant, concession stand, picnic tables, pro shop, maintenance building, restroom facility, or similar accessory use or structure. This term includes a lighted driving range without a golf course, but shall not include miniature golf courses as a principal or accessory use.

4. Major Entertainment Facility, Outdoor

A large open or partially enclosed space used for games or major events, and partly or completely surrounded by tiers of seats for spectators.

5. Race Track (Auto, Dog, and Horse)

A measured course where animals or machines are entered in competition against one another or against time, including tracks used only in the training of animals.

6. RV Campground

Any plot or parcel of real estate upon which recreational vehicle sites are located for sleeping purposes for the general public as temporary (not to exceed 14 days) living quarters for recreation or vacation purposes, regardless of whether a charge is made for such accommodation.

7. RV Park

Any plot or parcel of real estate upon which two or more recreational vehicle sites are located, established, maintained, or occupied for dwelling or sleeping purposes, on a longer-than-temporary basis.

8. Shooting Range, Outdoor

An outdoor facility wherein firearms are shot at targets under strict rules of conduct and safety.

9. Zoo

An area, building, or structure(s) that contains wild and/or domesticated animals on exhibition for viewing by the public.

H. Recreation and Entertainment, Indoor

Indoor Recreation and Entertainment uses provide recreation or entertainment activities within an enclosed environment. Accessory uses may include concessions, snack bars, parking, and maintenance facilities. Specific use types include, but are not limited to:

1. Art Gallery or Museum, Private

Any permanent institution for the collection and display of objects of art or science, not operated by a public or quasi-public agency.

2. Fitness and Recreational Sports Center

A facility primarily featuring equipment for exercise and other active physical fitness and/or recreational sports activities, such as swimming, skating, racquet sports, aerobic dance, gymnasium facilities, indoor soccer, yoga, and other kinds of sports and fitness facilities.

3. General Indoor Recreation, Commercial

An establishment offering entertainment, game playing, rides, or similar amusements to the public within an enclosed building. This shall include arcades, bowling alleys, billiard parlors, bingo parlors, laser tag parlors, and indoor shooting ranges.

4. Major Entertainment Facility, Indoor

A place or facility designed to accommodate activities that generally draw 1,000 persons or more to specific indoor events or shows. Activities are generally of a spectator nature. Examples include auditoriums, performing arts centers, and coliseums. Accessory uses may include restaurants, bars, concessions, parking, and maintenance facilities.

5. Movie Theater

An indoor theater for the showing of motion pictures.

I. Personal Services

Establishments that provide individual services related to personal needs directly to customers at the site of the business, or that receives goods from or returns goods to the customer, which have been treated or processed at that location or another location. Specific use types include, but are not limited to:

1. Dry Cleaning and Laundry Service

An establishment where laundry or dry cleaning is dropped off by customers or picked up by customers and that also includes on-site laundry and/or cleaning activities, including related operation of equipment and machinery. Establishments that do not include on-site cleaning activities are classified as "general personal services."

2. General Personal Services

An establishment, whether for consideration or not, that provides care, advice, aid, maintenance, repair, treatment, or similar semi-technical, technical, or experienced assistance, other than the practice of a profession and wholesale or retail sale of goods. Examples included, but are not limited to, shoe repair, beauty and barber shops, massage therapy, rehabilitation therapists, tanning salons; and dry cleaning pick-up and drop-off shops that do not conduct dry cleaning on the premises.

3. Instructional Services or Trade School

A specialized instructional establishment that provides on-site training of business, artistic, or commercial skills, or a trade school that prepares students for jobs in a trade (e.g., carpentry). Examples include, but are not limited to, fine arts schools, computer instructional services, and driving schools.

J. Retail (Sales)

Retail (Sales) firms are involved in the sale, lease, or rent of new or used products to the general public. No outdoor display is permitted unless specifically authorized by this Development Code. Accessory uses may include offices, parking, storage of goods, and assembly, repackaging, or repair of goods for on site sale. Specific use types include, but are not limited to:

1. Alcoholic Beverages, Retail Sales

A retail establishment, such as a liquor store, licensed to sell alcoholic beverages such as beer, wine, and liquor. No on-site consumption is allowed.

2. Convenience Store with Gas Sales

An establishment with a gross floor area of less than 5,000 square feet engaged in the sale of convenience goods, such as pre-packaged food items, tobacco, over-the-counter drugs, periodicals, and other household goods; and which also provides the retail sale of petroleum products that are dispensed through gasoline pumps and other supplies for motor vehicles.

3. Feed Store

An establishment engaged in the retail sale of supplies directly related to ranching or dairy operations.

4. General Retail

A commercial enterprise that provides goods directly to the consumer, where such goods are available for immediate purchase and removal from the premises by the consumer. Examples include, but are not limited to: apparel shops, appliance sales, auto parts stores, bait shop, bakeries, bookstores, convenience stores without gas pumps, department stores, factory outlet stores, and florists.

5. Large Retail

A building that meets the definition of "general retail" and is 75,000 square feet or greater, but not including a building materials sales establishment.

6. Plant Sales, Retail

Land or greenhouses used for retail sale of flowers, shrubs, and plants.

7. Nursery and Plant Sales, Wholesale

The use of land, buildings or structures for the production of flowers, shrubs, and plants and their sales at wholesale. Incidental retail sales are allowed.

8. Open-Air Market or Flea Market

An indoor or outdoor premises where the main use is the sale of new or used household goods, personal effects, tools, artwork, appliances, and similar merchandise, objects, or equipment in small quantities, in stalls, lots, parcels, or in bulk, for the use, sale or consumption by the immediate purchaser in a building, open air, or partly enclosed booths or stalls not within a wholly enclosed building. This definition does not include retail sidewalk sales or garage sales.

9. Sexually Oriented Business

Shall be as defined in Chapter 8 of the City Code. In addition, all use standards adopted by Ordinance 72-04 shall remain in full force and effect.

10. Tobacco Oriented Retailer[19]

An establishment engaged in the sale and/or display of tobacco related products, including, but not limited to: cigarettes, electronic cigarettes & vapor products (vaping), chewing and dipping tobacco, cigarette papers, or any other instrument or paraphernalia for the smoking or ingestion of tobacco and products prepared from tobacco. This includes uses such as, but not limited to, a cigar store, head shop, vapor store or hookah lounge. A tobacco oriented retailer shall not include any establishment over 10,000 square feet in gross floor area, or any establishment devoting less than 15 percent of its floor space to the sale/display of tobacco related products.

K. Vehicles and Equipment

Vehicles and Equipment uses include a broad range of uses for the maintenance, sale, or rental of motor vehicles and related equipment. Accessory uses may include incidental repair and storage, offices, and sales of parts. Specific use types include, but are not limited to:

1. Boat, RV Storage

A facility where boats and/or recreational vehicles are stored outside for 72 hours or more.

2. Boat, RV Sales and Rental

An establishment primarily engaged in the display, sale, or lease of marine vehicles and/or recreational vehicles.

3. Car Wash

A facility, coin operated, automatic, or hand wash, for the cleaning of automobiles, providing either self-serve facilities or employees to perform washing operations.

4. Gasoline Sales

Any area used for retail sale of gasoline or oil fuels, or automobile accessories and incidental services. The use may only include facilities allowed under either major or minor vehicle service and repair if such use is allowed in the zoning district.

5. Parking Structure

A structure designed with one or more levels partially or fully enclosed, used for the parking of motor vehicles. The facility may be above, below, or partially below ground. This use does not include private carports or garages.

[19] ORD. 14-15; 07/07/2015

6. Truck Stop

A commercial facility whose primary purpose is to provide service and maintenance to diesel powered trucks and tractor trailers, including bays for truck washing and fuel dispensing, but excluding the overhaul of large diesel trucks or engines. Other facilities may also be present, such as convenience markets, motels and restaurants.

7. Truck Repair and Overhaul

A facility for the overhaul of large diesel engines and/or the performance of major repairs to or rebuilding of large diesel trucks or tractor/trailer combinations.

8. Vehicle Sales and Rental

An establishment engaged in the display, sale, leasing, or rental of new or used motor vehicles. Vehicles include, but are not limited to, automobiles, light trucks, vans, trailers, recreational vehicles, motorcycles, personal watercraft, utility trailers, all-terrain vehicles, and mobile homes. Minor vehicle repair is allowed as an accessory use.

9. Vehicle Service and Repair, Major

An establishment engaged in the major repair and maintenance of automobiles, motorcycles, trucks, vans, trailers, recreational vehicles, mobile homes, or snowmobiles. Services include engine, transmission, or differential repair or replacement; body, fender, or upholstery work; tire replacement; and painting.

10. Vehicle Service and Repair, Minor

An establishment engaged in light maintenance activities such as engine tune-ups; oil change or lubrication; carburetor cleaning; muffler replacement; brake repair; seasonal tire shops; and detailing and polishing. Vehicle parts are sold and are ordinarily installed on the premises. Major automotive repairs are prohibited except where specifically permitted by terms of a specific use approval.

11. Vehicle Storage

Storage of operable vehicles on a commercial basis; provided, however, that such Vehicle Storage shall not include junk and salvage yards or storage of abandoned vehicles.

L. Visitor Accommodation

For-profit facilities where lodging, meals, and the like are provided to transient visitors and guests for a defined period. Specific use types include, but are not limited to:

1. Bed and Breakfast

One building containing no more than eight sleeping rooms that are occupied or intended or designed to be occupied as the temporary abiding place of persons who are lodged with or without meals, for compensation, but not including a trailer court or camp, hospital, asylum,

orphanage, or building where persons are housed under restraint. The building is occupied by either the owner or a resident manager.

2. Hotel or Motel

A building or group of buildings with continuous on-site management and containing nine or more sleeping rooms that are occupied or intended or designed to be occupied as the temporary abiding place of persons who are lodged with or without meals, for compensation.

3. Resort

A group or groups of buildings containing more than five dwelling units and/or guest rooms and providing outdoor recreational activities that may include golf, horseback riding, swimming, shuffleboard, tennis, and similar activities. A resort may furnish services customarily furnished by a hotel, including a restaurant, cocktail lounge, and convention facilities.

M. Industrial Service

Industrial Service firms are engaged in the repair or servicing of agricultural, industrial, business, or consumer machinery, equipment, products, or by-products. Firms that service consumer goods do so by mainly providing centralized services for separate retail outlets. Contractors and similar uses perform services off-site. Few customers come to the site. Accessory activities may include sales, offices, parking, and storage. Specific use types include, but are not limited to:

1. Building Material Sales, Indoor Retail

An establishment for the sale of materials, hardware, and lumber customarily used in the construction of buildings and other structures, and where most display and sale of materials occurs inside the primary structure. Outdoor storage is allowed as an accessory use.

2. Building Material Sales, Outdoor or Wholesale

Outdoor sale of materials, hardware, and lumber customarily used in the construction of buildings and other structures, including facilities for storage.

3. Drilling Company, No Outside Storage

A permanent facility for the drilling or storage of fossil fuels and fossil fuel byproducts including, but not limited to, gasoline, diesel fuel, and motor oil. Uses include those that store such products for transportation. Storage of gaseous products such as liquefied natural gas (LNG), compressed natural gas (CNG), butane, and propane for immediate use by the final consumer are not included in this definition.

4. Drilling Company, With Outside Storage

A permanent facility for the drilling or storage of fossil fuels and fossil fuel byproducts including, but not limited to, gasoline, diesel fuel, and motor oil. Uses include those that store such products for transportation. Storage of gaseous products such as liquefied natural gas (LNG),

compressed natural gas (CNG), butane, and propane for immediate use by the final consumer are included in this definition.

5. Resource Extraction

The on-site extraction of surface or subsurface mineral products or other natural resources, including but not limited to quarries, burrow pits, sand and gravel operations, oil and gas extraction, and mining operations.

6. General Industrial Service

Establishments engaged in the storage, repair, or servicing of agricultural, industrial, business, or consumer machinery, equipment, products, or by-products. Examples include: construction materials storage; welding shops, machine shops; tool repair; electric motor repair; repair of scientific or professional instruments; repair, storage, salvage, or wrecking of heavy machinery; heavy truck servicing and repair; aircraft servicing and repair; tire retreading or recapping; and gas and liquid fuel distributors. Accessory activities may include retail sales, offices, parking, and storage.

N. Manufacturing and Production

This use category includes firms involved in the manufacturing, processing, fabrication, packaging, or assembly of goods. Natural, constructed, raw, secondary, or partially completed materials may be used. Products may be finished or semi-finished and are generally made for the wholesale market, for transfer to other plants, or to order for firms or consumers. Custom industry is included (i.e., establishments primarily engaged in the on-site production of goods by hand manufacturing involving the use of hand tools and small-scale equipment). Goods are generally not displayed or sold on site, but if so, such activity is a subordinate part of sales. Relatively few customers come to the manufacturing site. Accessory activities may include retail sales, offices, cafeterias, parking, employee recreational facilities, warehouses, storage yards, repair facilities, truck fleets, and caretaker's quarters. Specific use types include, but are not limited to:

1. Assembly, Light

An establishment engaged only in the on-site assembly of goods. No manufacturing of parts occurs. Goods are shipped to the establishment, assembled, packaged, and reshipped. Assembly and packaging involve only the use of hand tools or domestic mechanical equipment not exceeding two horsepower or a single kiln not exceeding eight kilowatts. Typical light assembly uses include ceramic studios and custom jewelry manufacturing.

2. Manufacturing, Heavy

An establishment engaged in the manufacture or compounding process of raw materials. Such activities may include the storage of large volumes of highly flammable, toxic matter or explosive materials needed for the manufacturing process. Examples include, but are not limited to: refining or initial processing of raw materials; rolling, drawing, or extruding of

metals; asphalt batching plants; sawmills; meat slaughtering or packing house; and manufacture or packaging of cement products, feed, fertilizer, flour, glue, paint, petroleum products, soap, turpentine, varnish, charcoal, or distilled products.

3. Manufacturing, Light

An establishment engaged in the manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales, and distribution of such products, but excluding basic industrial processing. Examples include, but are not limited to: airplane, automobile, or truck assembly, remodeling, or repair; bottling works; boat building, machine or blacksmith shops; metalworking or welding shops; paint shops; and printing and publishing shops.

O. Warehouse and Freight Movement

Firms involved in Warehouse and Freight Movement are engaged in the storage or movement of goods for themselves or other firms. Goods are generally delivered to other firms or the final consumer, except for some will call pickups. There is little on site sales activity with the customer present. Accessory uses may include offices, truck fleet parking, and maintenance areas. Specific use types include, but are not limited to:

1. Mini-Storage, Indoor

A building or group of buildings with controlled access that contains varying sizes of individual, compartmentalized, and controlled access stalls or lockers for the storage of customers' goods or wares, and in which only indoor access is provided to storage units.

2. Mini-Storage, Outdoor

A building or group of buildings with controlled access that contains varying sizes of individual, compartmentalized, and controlled access stalls or lockers for the storage of customers' goods or wares, and which allows outdoor access to storage units.

3. Motor Freight Terminal

A facility for freight pick-up, distribution, and storage. This may include intermodal distribution facilities for truck or shipping transport.

4. Storage Yard

Any lot or portion of a lot that is used for the sole purposes of the outdoor storage of fully operable motor vehicles, construction equipment, construction materials, or other tangible materials and equipment.

5. Office Warehouse

A structure containing both offices and a warehouse for storing products associated with the business. The office component of this use shall be least 50 percent of the overall floor area of the structure.

6. Warehouse

A structure containing an area available for the purpose of storing raw materials, goods, or property. Such storage may include heavy equipment and machinery, and incidental minor repairs to the equipment or machinery.

7. Distribution Warehouse

A distribution warehouse is a type of warehouse designed to service goods nearing the end of the supply chain. Items are already manufactured and ready to be distributed to retailers or customers. Storage is temporary until being transported to the final destination.

8. Storage Warehouse

A storage warehouse is a facility that stores furniture, household goods, or other commercial or industrial items, including heavy equipment and machinery, materials or products.

9. Wholesale Establishment

An establishment primarily engaged in the sale or distribution of goods and materials in large quantity to retailers or other businesses for resale to individual or business customers, and limited retail uses when directly associated with the wholesale use. This term shall not include heavy manufacturing, resource extraction, bulk storage of hazardous materials, or scrap or salvage operations.

P. Waste and Salvage

Waste and Salvage firms receive solid or liquid wastes from others for disposal on the site or for transfer to another location. The category includes uses that collect sanitary wastes, or uses that manufacture or produce goods or energy from the composting of organic material or processing of scrap or waste material. Waste and Salvage uses also include uses that receive hazardous wastes from others. Accessory uses may include recycling of materials, offices, and repackaging and shipment of by-products. Specific use types include, but are not limited to:

1. Auto Wrecking and Salvage Yard

Any lot upon which two or more motor vehicles of any kind, which are incapable of being operated due to condition or lack of license or registration, have been placed for the purpose of obtaining parts for recycling or resale.

2. Recycling Center, Outdoor

A facility in which recoverable resources such as newspapers, glassware, plastics, and metal cans are recycled, reprocessed, and treated to return such products to a condition in which they can again be used for production, and in which some of the operations or storage take place outside of an enclosed building. This facility is not a junkyard or salvage yard.

3. Recycling Center, Indoor

A facility in which recoverable resources such as newspapers, glassware, plastics, and metal cans are recycled, reprocessed, and treated to return such products to a condition in which they can again be used for production, and in which no operations or storage take place outside of an enclosed building. This facility is not a junkyard or salvage yard.

4. Landfill

A planned and approved method or system of waste disposal in which the waste is disposed or buried in layers, compacted by earth or other approved methods, also known as sanitary landfill.

Q. Medical Marijuana Uses (See Section 3.2.3.K for applicable use specific regulations)

1. Medical Marijuana

"Marijuana" for "Medical Use" as those terms are defined in ARIZ. REV. STAT. § 36-2801.

2. Medical Marijuana Dispensary

A nonprofit medical marijuana dispensary as defined in ARIZ. REV. STAT. § 36-2801 and duly registered and certified pursuant to ARIZ. REV. STAT. § 36-2804.

3. Medical Marijuana Cultivation Location

Any facility, building, or location that grows, cultivates or processes medical marijuana, including, but not limited to the following: (i) a medical marijuana dispensary that cultivates medical marijuana on its site; (ii) the one additional location, if any, duly identified pursuant to ARIZ. REV. STAT. § 36-2806(E) during the process of registering a medical marijuana dispensary where marijuana will be cultivated for sale at a medical marijuana dispensary; (iii) any location for the cultivation of marijuana by a qualifying patient or designated caregiver permitted under ARIZ. REV. STAT. § 36-2801 *et seq.*; and (iv) includes a facility that incorporates or processes medical marijuana into a consumable or edible product.

3.5.5. Accessory Uses[20]

A. Accessory Dwelling Unit

A dwelling unit that is secondary to the principal single household dwelling unit in terms of gross floor area, intensity of use, and physical character, but which has kitchen and bath facilities separate from the principal dwelling and a separate entrance. Accessory Dwelling Units share the same utility meter as the principal dwelling unit. Accessory Dwelling Units are also known as a granny flat, mother-in-law apartment, or carriage house.

B. Home Occupation

[20] ORD. 18-17; 07/05/2017

A commercial activity conducted entirely within a dwelling or accessory structure (in a residential zoning district) that can be conducted without any significantly adverse impact on the surrounding neighborhood.

1. Day Care, Home Occupation

A permanent residential unit where an occupant provides day care and supervision for no more than five children or adults not residing in the household, whether or not for compensation. The following uses are not a Home Occupation Day Care use: Group Home; Group Recovery Home; Shelter Care Facility; Shelter Care Facility, and Homeless Shelter and Day Care, Home Occupation.

2. Foster Home, Home Occupation

A home maintained by any individual(s) having the care or control of no more than 5 minor children, other than those related to each other by blood or marriage, or related to such individuals, or who are legal wards of such individuals which is licensed by the appropriate government agency.

ARTICLE 4: DIMENSIONAL STANDARDS

4.1. TABLES OF DIMENSIONAL STANDARDS

All primary and accessory structures are subject to the dimensional standards set forth in the tables in this section. These general standards may be further limited or modified by other applicable sections of this Development Code. General rules for measurement and exceptions are in Section 4.2, *Measurements and Exceptions*.

4.1.1. Residential Districts

TABLE 4.1-1: DIMENSIONAL STANDARDS – RESIDENTIAL DISTRICTS

[Bracketed numbers refer to notes at the bottom of the table.]

District		R1~~SF~~-43	R1~~SF~~-18	R1~~SF~~-10	R1~~SF~~-6	R1~~SF~~-3	R1~~SF~~-1	SFF	MF-1	MF-2	MH
Density, maximum (du/gross acre)		-	-	-	-	-	-	~~None~~	15.0	No~~ne~~ max; 15.1 min	8.0
Lot Dimensions, minimum	Lot Size (sq. ft.)	43,000	18,000	10,000	6,000	3,000	1,000	~~None~~	-	-	4,500 MH 1,500 RV
	Lot Width (ft) *[1]*	140	100	80	55	30	20	~~None~~	-	-	35
Setbacks, minimum	Front (ft)	40	25	21	Front-loaded garage – ~~18~~20 Side-loaded garage – 15 Living – 10	8	0	Front-primary entrance faces ROW – 10 ft. Garage door~~Rear or side of residence~~ faces ROW – 20 ft.	15	0	10
	Side (ft) *[2] [3]*	20	15	10	5 w/ 13 aggregate	5	0 w/ 5 aggregate	10 ft. from side perimeter	5	0	5
	Rear(ft) *[3]*	30	30	25	20	10	8	10 ft. from rear perimeter	15	10	10
Lot Coverage, maximum (%) *[4]*		30	45	45	60~~50~~	70~~65~~	80~~65~~	~~65~~	70	95	40
Building Height, maximum (feet)		35	35	35	35	45	50	45	50	-	30

	NOTES: [1] Lot width is measured at front building line. [2] An additional 5 feet of setback shall be required for all corner lots adjacent to public arterial right-of-way. [3] Accessory buildings will not be located closer than three (3) feet from any property line. The side and rear yard setback shall be five (5) feet for accessory structures which exceed ten (10) feet in height. Accessory structures with vehicle entrances which directly face an alley shall be setback at least 10 feet from the property line along the alley. [4] Lots that have an RV Garage within an R1~~SF~~-18 and R1~~SF~~-10 Districts shall be allowed up to 55% lot coverage.[1]

[1] ORD. 09-18, 03/07/2018

4.1.2. Mixed-Use Districts

TABLE 4.1-2: DIMENSIONAL STANDARDS – MIXED-USE DISTRICTS *[Bracketed numbers refer to notes at the bottom of the table.]*							
District		**NMU**	**CMU**	**RMU**	**~~DC~~IMU**	**~~PMD~~ DC**	**DR**
Residential density, maximum (DU/gross acre)		10.0	15.0	no max; >15.0 minimum	-	-	15.0
Lot Size, minimum (sq. ft.)		-	Minimum district size: 5.0 acres	Minimum district size: 15.0 acres	-15 unless converted from GC-	~~Minimum district size: 10.0 acres~~ -	-
Setbacks	**Front (ft)**	-	~~-Minimum: 0~~ Maximum: 20	~~-Minimum: 0~~ Maximum: 20	- Adjacent to arterial – 40 All others – 20~~Minimum: 0~~ ~~Maximum: 20~~	Maximum: 20	~~-Minimum: 0~~ Maximum: 20
	Side (ft) ***[1]*** *[3]*	-	-	-	Adjacent to residential district – 75 Adjacent to rail ROW – - All others - 20-	-	-
	Rear(ft) ***[2]*** *[3]*	-	-	-	Adjacent to residential district – 75 Adjacent to rail ROW – - All others - 20~~5~~	5	5
Lot Coverage, maximum (percent)		70	90	90	75-	-	-
Building Height, maximum (feet)		50	90	Min: 30 No Max	55 at setback; increase 1 ft for every 3-ft in additional setback to a max of 120-	~~50~~ -	-

NOTES:
[1] Corner lots shall have a minimum 10-foot side setback on the street sides.
[2] If alleys are used in a development, there is a minimum 30' building face to building face separation across the alley.
~~[3] Minimum 10-foot landscape setback for street sides and buffers between dissimilar uses. No parking spaces allowed in this area~~

4.1.3. Non-Residential and Other Districts[2]

TABLE 4.1-3: DIMENSIONAL STANDARDS – NON-RESIDENTIAL AND OTHER DISTRICTS								
District		**PO**	**C-1**	**C-2**	**C-3**	**BP**	**I-1**	**I-2**
Lot Coverage, maximum (percent)		70	50	60	70	70	80	80
District Size, minimum (acres)		-	-	-	15	15	-	15
Setbacks, minimum	**Front (ft)**	Adjacent to residential district - 10 All others - ~~0~~	Adjacent to residential district - 15 All others - ~~0~~	Adjacent to residential district - 20 All others - ~~0~~	Adjacent to residential district - 50 All others - ~~0~~	Setback from peripheral property line: 25 Adjacent to residential district - 50	Adjacent to arterial – 40 All others – 20	Adjacent to arterial – 50 All others – 20
	Side (ft) [1]	10	Adjacent to residential district – 30 All others - ~~10~~	Adjacent to residential district – 50 All others – ~~10~~	Adjacent to residential district - 80 All others - ~~50~~		Adjacent to residential district – 75 Adjacent to rail ROW – ~~0~~ All others - 20	Adjacent to residential district – 100 Adjacent to rail ROW – ~~0~~ All others - 20
	Rear (ft)[1]	Adjacent to residential district - 20 All others - ~~0~~	Adjacent to residential district - 30 All others - ~~0~~	Adjacent to residential district - 50 All others - ~~0~~	Adjacent to residential district - 80 All others - ~~0~~		Adjacent to residential district – 75 Adjacent to rail ROW – ~~0~~ All others - 20	Adjacent to residential district – 100 Adjacent to rail ROW – ~~0~~ All others - 20
Building Height, maximum (feet)		90	30	50	90	50	55 at setback; increase 1 ft for every 3-ft in additional setback to a max of 120	65 at setback; increase 1 ft for every 3-ft in additional setback to a max of 120

*The maximum height can be established at the setback line if the setback is adjacent to railroad and at least 250-feet away from any existing residential home, though the maximum height will still be required to meet the incremental height allowances on all other sides of the project parcel that may result in only portions of the railroad adjacent to the building permitted to achieve the maximum height at the setback line.

~~**4.1.4. Obsolete Districts**~~

[2] ORD. 06-13; May, 21, 2013

~~Sunset January 1, 2024. The tables of dimensional standards for the obsolete districts are located in Appendix B of this Code.~~

4.2. MEASUREMENTS AND EXCEPTIONS

4.2.1. Density

A. Acre, Gross

Means a measure of land area (43,560 square feet).

B. Density

Means the number of dwelling units allowed for each gross acre of land, and is determined by dividing the number of dwelling units on a site by the gross acreage of the site, including dedicated rights-of-way, private streets, and open space set asides. In the determination of the number of residential units to be allowed on a specific parcel of land, a fractional unit equal to or greater than one-half of a unit shall be rounded up to equal a full unit.

C. Dwelling Units Allowed

The number of dwelling units allowed on a site is based on the presumption that all other applicable standards of this Development Code shall be met. The maximum density established for a zoning district is not a guarantee that such densities may be obtained, nor a valid justification for varying or modifying other dimensional or development standards.

4.2.2. Lot Size

A. Minimum Lot Dimensions

Any lot that is created, developed, used, or occupied shall meet the minimum lot size and frontage requirements in Tables 4.1-1, 4.1-2, and 4.1-3 for the zoning district in which it is located, except as otherwise established in this Development Code for particular uses. New lots shall also meet the development standards set forth in Section 6.3.6, *Lots*. Single-Family Flex (SFF) Districts are exempt from Section 6.3.6.

B. Number of Principal Buildings or Uses Per Lot

1. Only one main building for single-family or two-family with permitted accessory buildings may be located upon a lot ~~or unplatted tract~~. Single-Family Flex (SFF) District are exempt from this provision. Every dwelling should face or front upon a street ~~or officially approved place~~. Single-Family Flex (SFF) Districts are exempt from this provision if they are internal to the development.

2. Where a lot or tract of land is used for mixed use, commercial, or industrial purposes, more than one main building may be located upon the lot but only when such buildings conform to all requirements of this Development Code applicable to the uses and district~~, and when all main buildings face upon a street or otherwise approved place~~.

4.2.3. Setbacks

A. Required Setbacks

1. A building, structure, or lot shall not be developed, used, or occupied unless it meets the minimum setback requirements set forth in Section 4.1 for the zoning district in which it is located. Setbacks shall be measured from the lot or property lines. Single-Family Flex (SFF) District dimensions shall be measured from the perimeter property lines.

2. A setback or other open space required by this Development Code for one building, structure, or lot shall not be included as part of a setback or other open space required by this Development Code for another building or structure or lot.

B. Projections into Required Setbacks, General[3][4]

Setbacks shall be unoccupied and unobstructed by any structure or portion of a structure from 30 inches above grade upward, except that certain structures may project into required front, side, or rear setbacks as specified in this subsection. Any structure covered with a roof or lattice shall count toward maximum lot coverage restrictions:

1. Paved Terraces

Paved terraces may project into any required setback, provided that no structures placed there shall violate other requirements of this Development Code and are at least one (1) foot from the property~~lot~~ line.

2. Unroofed Landings, Decks, Stairs and Balconies

Unroofed landing, decks, and stairs may project into required setbacks, provided that no portion other than a handrail shall extend higher than 30 inches above the finished grade level. Unroofed balconies may project into a required side or rear yard provided these projections are at least five (5) feet from the side lot line and ten (10) feet from the rear lot line.

3. Incidental Architectural Features

Cornices, eaves, overhangs, canopies, sunshades, gutters, chimneys, flues, belt courses, headers, sills, pilasters, lintels, ornamental features, and other similar architectural features may project not more than three (3) feet into any required front yard and two (2) feet beyond the required side or rear yard provided these projections are at least three (3) feet from the lot line.

4. Roofs Over Porches and Other Exterior Approaches[5]

Roofs or lattice structures over porches, patios, stairways, landings, terraces or other exterior approaches to pedestrian doorways may encroach up to five (5) feet into a front setback area.

The posts of an attached roof or lattice structure shall follow the principal structure side yard setback and shall be setback ten (10) feet from the

[3] ORD 25-17; 12/19/2017
[4]Subsection appears as revised per Ordinance No. 39-10
[5]ORD. 39-10

rear property line. The roof or lattice structure may overhang up two (2) feet into the aforementioned rear yard setback and side yard setbacks.

Such structures shall be enclosed by no more than a railing or screen.

C. Projections Into Easements and Rights of Ways Prohibited

Projections shall not extend or encroach into any easement(s) or right(s)-of-way unless approved by the ~~Street Transportation and~~ Public Works Department, within a Public Utility Easement, and have a written confirmation that public utilities in the area approve of the design shall be provided to the City~~.~~

D. Americans with Disabilities Act (ADA) ~~Handicap~~ Ramps

ADA~~Handicap~~ access ramps may be located within required front, side, and rear setbacks.

E. Bay Windows

Bay windows that are not more than eight feet in width where the projection breaks the plane of the wall may project no more than three feet into any required yard setback.

F. Private Garages and Carports

A private garage or carport may project into a required setback abutting a public alley, in accordance with other requirements of this Development Code.

G. Contextual Front Setbacks

The following exceptions to the front setback requirements for dwellings fronting local streets, not collector or arterial streets, are authorized for a lot in any district.

1. If there are dwellings on both abutting lots with front setbacks of less than the required depth for the district, the front setback of the lot need not exceed the average front setback of the abutting dwellings.

2. If there is a dwelling on one abutting lot with a front setback of less than the required depth for the district, the front setback for the lot need not exceed the average of the required setback and the front setback of the abutting dwelling.

H. Double-Frontage Lots

In the case of double-frontage lots, front setbacks shall be provided on all frontages, unless the prevailing front setback pattern on adjoining lots allows for an exception under the contextual front setback provision above.

I. Setbacks from Private Roads

Whenever a private road serves more than three lots/dwelling units or serves any non-residential use tending to generate traffic equivalent to more than three dwelling units, all setbacks shall be provided in conformance with those setbacks required for lots served by public streets. Single-Family Flex (SFF) Districts are exempt from this requirement.

4.2.4. Building Height

A. Height Requirements Generally

No building shall be erected or altered that will exceed the height limit for the respective zoning district, unless otherwise provided in subsection B.

B. Height Exceptions for Appurtenances

Except as specifically provided elsewhere in this Development Code, the height limitations contained in this Development Code do not apply to cupolas, flagpoles, chimneys, antennas, heating and ventilation equipment, elevator housings, stairwell towers or similar appurtenances; provided, however, the following:

1. The appurtenance does not interfere with Federal Aviation Administration regulations;

2. The appurtenance does not extend more than 25 feet above the maximum permitted building height, except for flagpoles, church belfries, and antennas that must be of greater height in order to function;

3. The appurtenance is not constructed for the purpose of providing additional floor area in the building; and

4. The appurtenance complies with the screening requirements for mechanical equipment and appurtenances in Section 5.4.6, *Fences, Walls, and Screening*.

C. Height Exceptions for Structures

The height regulations of this Development Code shall not apply to barns, silos, cooling towers, fire towers, monuments, public art, or water tanks provided the structure does not exceed 75 feet in height and does not occupy a horizontal area in excess of 150~~100~~ square feet~~.~~

ARTICLE 5: DEVELOPMENT AND DESIGN STANDARDS AND GUIDELINES

5.1 GENERAL PROVISIONS

5.1.1. General Intent

This Article includes standards and guidelines for developing property or establishing new uses of property within Buckeye, to ensure the protection of the health, welfare, safety, and quality of life for local citizens, visitors, and business owners. These provisions address the physical relationship between development and adjacent properties, public streets, neighborhoods, and the natural environment, in order to implement the General Plan vision for a more attractive, efficient, and livable community.

5.1.2. Applicability

A. General Applicability

Unless exempted under Subsection 5.1.2.B., *Exemptions*, or unless otherwise provided in this Article, this Article shall apply to the following types of development:

1. New construction or development;

2. Any project that involves demolition of an existing primary building and the construction of a new primary building;

3. Any renovation, rehabilitation, restoration, or repair work that includes an addition of floor area equal to 50 percent or more of the existing floor area; or the addition of new floors (collectively "substantial renovation"). The calculation shall include attached garages, but not include detached garages. For the purposes of calculation, the increase in floor area shall be aggregated over a three-year period.

B. Exemptions

The following are exempt from this Article:

1. Projects for which a complete site plan application has been submitted or approved prior to the effective date of this Development Code, provided that full improvement plans are submitted within one year from the approval date of the site plan;

2. Single-family residential development on lots recorded prior to the effective date of this Development Code, with the exception of Sections 5.7, *Residential Building Standards and Guidelines*, 5.10, *Exterior Lighting*, 5.11, *Signs*, and 5.12, *District-Specific Development Standards,* of this Development Code; and

3. Development within an approved Community Master Plan and/or a Planned Area Development (PAD) area is subject to the standards of Article 5, *Development and Design Standards and Guidelines*; however, the application of such standards and guidelines shall not limit the uses,

densities, or intensities approved in the CMP or PAD. If a new CMP ~~and/~~or PAD is submitted for initial review for a particular property following the effective date of this Development Code, this Article shall serve as the "baseline" for the development of any development or design standards to be incorporated into the plan. All CMPs and PADs are subject to vesting rights as defined in state statutes, and the City Code, and ~~approved~~ Development Agreements (if applicable).

5.1.3. Standards and Guidelines

This Article contains both standards and guidelines.

A. Standards are rules, principles, or measures with which compliance is mandatory unless expressly modified through the Variance or Minor Modification procedures in Sections 8.11, *Variances,* or 8.12, *Minor Modifications,* of this Development Code. A development application may be denied for failure to meet the standards established by this Development Code. All requirements in this Article are standards unless explicitly labeled as guidelines.

B. Guidelines are policy preferences for which no specific measures exist. Guidelines further the City's land-use goals and policies. A development may not be denied solely for failure to comply with a guideline if the underlying policy preferences are addressed.

5.1.4. Alternative Equivalent Compliance

A. Purpose and Scope

To encourage creative and unique design, "alternative equivalent compliance" allows development to occur in a manner that meets the intent of this Article, yet through an alternative design that does not strictly adhere to the Article's standards. This is not a general waiver of regulations. Rather, this authorizes a site-specific plan that is equal to or better than the strict application of the standard.

B. Applicability

The alternative equivalent compliance procedure is available only for the following sections of this Article:

1. Section 5.5: Transportation and Connectivity

2. Section 5.6: Off-Street Parking

3. Section 5.7: Residential Building Standards and Guidelines;

4. Section 5.8: Commercial Building Standards and Guidelines;

5. Section 5.9: Industrial Building Standards and Guidelines;

6. Section 5.10: Exterior Lighting

7. Section 5.11: Signs

C. Alternative Equivalent Compliance Meeting Required

An applicant proposing alternative equivalent compliance shall request and attend an alternative equivalent compliance meeting prior to submitting

application materials for the applicable permit(s), to determine the preliminary response from the Director. Based on the response, the application should include sufficient explanation and justification, in both written and graphic form, for the requested alternative compliance.

D. Decision-Making Responsibility

Final approval of any proposed alternative compliance shall be the responsibility of the decision-making body responsible for deciding upon the application. Administratively approved projects proposing alternative compliance shall receive written approval of the alternative compliance from the Director.

E. Criteria

Alternative equivalent compliance may be approved if the applicant demonstrates that following criteria have been met by the proposed alternative:

1. Achieves the intent of the subject standard to the same or better degree than the subject standard;
2. Advances the goals and policies of the General Plan and this Development Code to the same or better degree than the subject standard;
3. Results in benefits to the community that are equivalent to or exceed benefits associated with the subject standard; and
4. Imposes no greater impacts on adjacent properties than would occur through compliance with the specific requirements of this Development Code.

F. Effect of Approval

Alternative equivalent compliance shall apply only to the specific site for which it is requested and shall not establish a precedent for approval of other requests.

5.2. TOPOGRAPHY AND NATURAL FEATURES PRESERVATION

5.2.1. Purpose

The purpose of this Section is to protect and enhance the natural and man-made features that contribute significantly to Buckeye's quality and character, including but not limited to the: varying topography and hillsides, washes, floodplains, wetlands, native vegetation, view corridors to the mountains, historic or cultural sites, and other significant features.

5.2.2 Protection of Natural Features

Existing natural features and historic views of landmarks or mountainous horizons which add value and enhance the attractiveness and vitality of the community (such as native trees, watercourses, riparian areas, historic monuments, and similar irreplaceable assets) should be protected and addressed as part of development proposals.~~[RESERVED]~~ The adopted master plans and policy documents as well as the General Plan goals and policies should be implemented.

A. All projects within currently undisturbed areas should provide a summary of how the project will protect and enhance natural features within the project site and visible from the site.

B. The development pattern should preserve and utilize natural topography and geologic features, scenic vistas, native trees, and vegetation, and prevents the disruption of natural drainage patterns.

C. Sustainable development should be designed to respond to the region's unique environmental and urban challenges.

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5.2.3. Hillside

Hillside development standards apply to all land wherever the natural terrain of the proposed disturbance areas within any lot or parcel has a slope of 15 percent or greater as determined by a registered professional engineer who is licensed to practice in the State of Arizona ("Hillside Area").

A. General Provisions for Construction in Hillside Areas

In addition to drawings, plans, specifications and details necessary to obtain a building permit, the following documentary requirements and certifications shall be provided for review by the City Engineer and City Building Inspector.

1. An Existing Conditions Report that includes a map at an appropriate scale ~~on a 24" x 36" sheet~~ presenting the total lot and a 20-foot area beyond the property line. ~~This map shall show existing and proposed finished contours at two-foot intervals within a 20-foot perimeter from any proposed building, five-foot intervals elsewhere. Existing contours shall be shown with dashed lines. This map shall show limits of excavation and fill, slope of cut and fill, and total cubic yards of excavation and fill.~~

2. Detailed site plans and landscape plans at an appropriate scale that show the following: grade and slope in percent of all disturbed areas; dimensions and calculations of all cut and fill for the building site, roads, drives, swimming pools, and the method of concealment for each fill or exposed cut; dimensions of length and height of retaining walls, fences and other attachments; the location and grade of all drainage channels, swales, drain pipes, etc.; and the amount and degree of surface disturbance, destruction, or removal of natural vegetation.

3. Cross-sections at ~~1" = 20' scale~~ at two or more locations perpendicular to the contours through the building site. Locations of the cross-sections shall be clearly shown on the existing conditions map. Properties impacting ridge lines shall provide additional cross-sections indicating their relation and impact on such ridge lines.

4. An overall excavation, grading, and drainage plan prepared and certified by a registered professional engineer who is licensed to practice in the State of Arizona.

5. Where possible and appropriate, the combining of the above maps into one drawing may be acceptable.

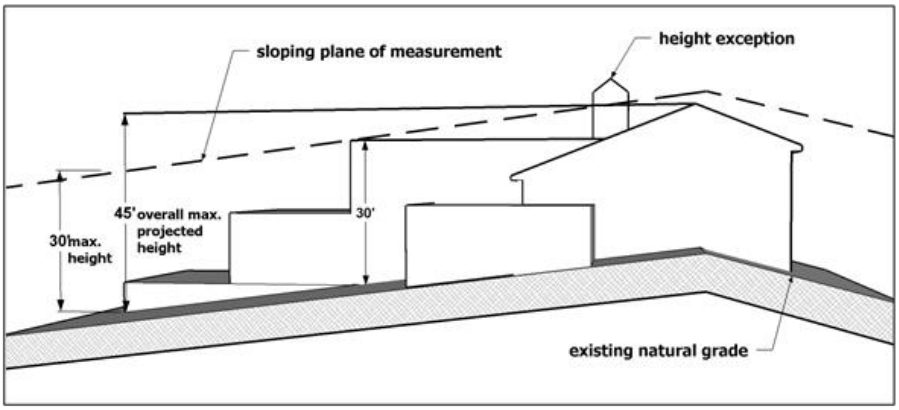

Figure 5.2-A Hillside Height Measurement

B. Heights and Appearances

1. For development within the Hillside Areas, the height of structures shall be determined by the following and not by the definition of "building height" as described in Article 10, *Definitions*:

No part of any structure shall penetrate an imaginary plane (the "Sloping Plane of Measurement"), the height of which is 30 feet measured vertically from the highest ridge or parapet of the building to the existing natural grade directly beneath that point. Minor topographic variations may be excluded from those measurements if those areas are less than 25 feet in width. Exposed building walls measured in a vertical plane shall not exceed a height of 30 feet measured from the lowest point of the wall to the top of the wall. In addition, the overall projected height will be measured from the lowest wall improvement attached to the main structure to the highest ridge or parapet, and be limited to 45 feet. Exceptions to the maximum height requirements are allowed for architectural features that are less than ten percent of the entire roof area. The height measurements in Hillside Areas are depicted in Figure 5.2-A above.

2. Materials used for exterior surfaces of all structures shall blend in color, hue, and tone with the surrounding natural setting to avoid high contrasts. The overall intent is to create a material and color palette that when utilized is deemed complimentary and compatible to the desert setting.

a. Structures, walls, roofs, and fences shall blend with the surrounding terrain and there shall be no material or colors used which have a light reflecting value (LRV) greater than 35 percent.

b. Mirror surfaces, or any treatment which changes ordinary glass into a mirror surface, is prohibited. Bright, untarnished copper or other metallic surfaces shall be treated so they are non-reflective.

c. All electrical service equipment and sub panels and all mechanical equipment including, but not limited to, air conditioning and pool equipment, solar panels, and antennas shall not be visible from the outside the property when viewed from the same or a lower elevation. Restrictions of solar panels and mechanical equipment may be modified if they are integrated into the roof design.

3. Fences ~~or walls~~ on lots within a Hillside Area, excluding retaining walls, shall be restricted to privacy fences~~walls~~ attached to or directly screening a portion of the main residence.

C. Disturbed Areas

Lots in Hillside Areas shall be developed to provide for the minimum amount of ground disturbance during the time of construction so as to prevent ~~rock slides~~rockslides and falls, erosion, and seepage at final construction, disturbed areas shall be hidden or supported by retaining walls, buildings, finished surfaces, or shall be landscaped.

1. All buildings, structures, and roads shall, to the fullest extent practicable, utilize the natural contours of the land so as to minimize the disturbed area.

2. The maximum height of any cut or fill used to establish a building site or a driveway shall not exceed 15 feet. The maximum height of any cut or fill used to establish a road or roadway shall not exceed 30 feet.

3. The limits of construction and proposed disturbed areas shall be clearly designate on the property prior to and during construction with flags or visible roping. No disturbance outside the designated area shall take place.

4. All surplus excavated material shall be removed from the lot.

D. Roadways and Driveways

1. If any portion of a driveway grade is more than 20 percent, the entire residence and all necessary building over 120 square feet of roof area shall be protected with an approved fire sprinkling system.

2. Residential driveways with turning radii of less than 35 feet may be used provided all structures are protected with an approved fire sprinkling system.

3. Any driveway cut greater than 12 feet in depth shall not have a length greater than 200 feet.

E. Retaining Walls and Erosion Control Measures

1. The design of all retaining walls and erosion control measures shall be prepared by a registered professional engineer or architect who is licensed to practice in the State of Arizona.

2. Raw spill slopes are prohibited.

3. The slope from retaining walls shall be no more than 4:1.

4. When multiple retaining walls are utilized, the top of the footing of the upper retaining wall will be at least one (1) foot below the top of the lower retaining wall. The slope between the walls will terminate four (4) inches below the top of the top of the lower retaining wall.

5. All exposed disturbed area fill shall be contained behind retaining walls or landscaped.

6. Retaining walls shall not exceed 20 feet in height. If additional height is needed, the wall shall be offset at a minimum of four feet or one foot per one foot of height. Privacy fences~~walls~~ may be erected on a retaining wall so long as the total height does not exceed 20 feet.

5.2.4. Protection of Native Plant Species within Pristine or Environmentally Sensitive Areas

Development should minimize the removal of existing healthy Sonoran Desert vegetation (trees over 4-inch caliper in diameter and cactus over 3-feet in height). If removal is necessary, mature trees and cacti should be salvaged and utilized on site.~~[RESERVED]~~

A. Natural Washes and vegetation should be maintained in a natural state to avoid impeding drainage flows to the extent practicable for public safety and preservation of natural resources.

5.3 OPEN SPACE

A. Open space development is encouraged to utilize the guidelines adopted in the most current City plans, including the City's Parks and Recreation Master Plan, the El Rio Design Guidelines and Planning Standards, the El Rio District Plan, the Wildlife Corridors Best Management Practice Guide, and the El Rio District Plan.

B. Mountain ridge lines should be protected from development to maintain the visual identify of Buckeye.

C. Maximize land use compatibility around open space tracts to enhance community/recreational opportunities.

D. Open spaces should be connected together to provide continuity.

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5.4. LANDSCAPING

Sections 5.4.1-5 not changed.

5.4.6. Fences~~, Walls,~~ and Screening

A. Purpose

The purpose of these standards is to ensure the design of fences ~~and walls~~ contributes to the character of development, and to avoid long expanses of blank fences~~walls~~ that can lead to a "canyon" effect on the streetscape. This section also ensures that fences ~~and walls~~ are constructed of high-quality and durable materials.

B. Fences ~~and Walls~~

1. Height

a. Front

No fence ~~or wall~~ located between the principal structure on a lot and the front property line shall exceed 6~~3.5~~ feet in height. ~~Multi-family development will allow for a six (6) foot wall between the principal structure and the front property line.~~

b. Side and Rear

No fence ~~or wall~~ located between the principal structure and the rear or side property line shall exceed six feet in height; additional height may be granted for retaining walls or sites with elevated foundations. For commercial and industrial development adjacent to residential uses, no fence~~wall~~ located between the principal structure and the rear or side property line shall exceed eight feet in height.

2. Articulation

F~~Walls and f~~ences shall be articulated to avoid continuous, unbroken expanses. No ~~wall or~~ fence facing an arterial or highway may extend continuously, without articulation, for more than 200 feet, or 100 feet for ~~walls or~~ fences facing any other type of Public Street. Fences ~~or walls~~ may be articulated using any combination of the following:

a. Changes in material or texture, including the use of view fence~~walls~~ that allows for views into the site;

b. Offsets (projections or recessions);

c. Landscape pockets; or

d. Similar features as approved.

3. Wall and Fence Materials

a. F~~Walls and f~~ences shall be constructed with any combination of the following materials:

(i) ~~Integrally colored~~Integrally colored, split-face, or ground-face concrete masonry units (CMU);

(ii) Concrete masonry units that have been painted, stuccoed, or faced with another permitted material;

(iii) Stone (natural or simulated);

(iv) Brick;

(v) Wrought-iron or other decorative metal;

(vi) Plastic or vinyl; or

(vii) Wood (painted or stained) or other materials as approved by the Planning Commission.

b. Chain link fencing is prohibited on commercial and residential development sites, except as necessary to ensure public safety during approved construction activities on the site. Chain link fencing is permitted in industrial ~~districts, but~~districts but shall not be viewable from public rights-of-way (ROW).

c. A higher level of design detail shall be utilized for highly visible ~~walls and~~ fences along major arterial roadways and Interstates, including but not limited to, the incorporation of mosaic designs, relief panels, or similar public art.

4. Wall and Fence Placement

No ~~walls or~~ fences may be placed within the public right-of-way.

5. Freeway Sound Walls

A sound study shall be required for all development within 150 feet of an existing freeway. The City may determine that a sound wall is required to mitigate sound impacts on the new development. Sound walls shall be constructed by the developer consistent with all applicable standards of the Arizona Department of Transportation.

6. Fence ~~and Wall~~ Guideline.

Use colors, materials, and forms for ~~walls and~~ fences that complement the architectural character of the primary building or overall development.

C. Screening of Services, Refuse Collection, And Utilities

7. Screening Required

a. Solid waste collection areas and mechanical equipment, including equipment located on a rooftop, shall be screened from the view of a six-foot tall person standing on the property line on the far side of an adjacent public street. (See Figure 5.4-E) Individual screening of rooftop mechanical equipment is prohibited. Units shall either be grouped together "penthouse style" or screened with a parapet wall the entire length of the building. Such a parapet wall shall be designed to be integral to the overall architecture of the building.

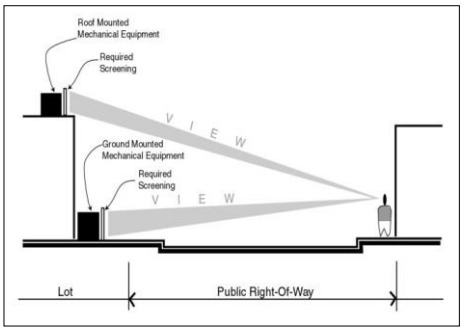

Figure 5.4-E: Screening of Equipment, Etc.

b. Except in the downtown and mixed-use districts, storage, solid waste collection, and loading areas shall be located at least 20 feet from any public street, public sidewalk, or building with a residential use. Placement of storage, solid waste collection, and loading areas shall be sited so as not to interfere with vehicular visibility or circulation.

c. Loading docks, truck parking, outdoor storage, trash collection, trash compaction, and other service functions shall be incorporated into the overall design of the building and landscaping so that the acoustic impacts of these functions are contained to the maximum extent feasible, and so that such features are fully screened and out of view from public streets. Use screening materials for solid waste collection and loading areas that are the same and of equal quality to the materials used for the primary building and landscaping.

8. Shopping Cart Storage

The following standards apply to any commercial development that provides shopping carts: (refer also to Chapter 10, Section 10-3-16)

a. Provide long-term (overnight) shopping cart storage areas inside of the primary building or adjacent to the building and behind a decorative screening fence~~wall~~ constructed of masonry, metal, or finished wood that is consistent with the design of the adjacent building. The fence~~wall~~ shall not exceed the height of the shopping carts.

b. Design short-term shopping cart corrals (located within parking areas for day use and where carts are generally not left overnight) with durable materials and design features that complement the architectural character of the development.

c. Locate short-term shopping cart corrals so as not to encroach upon vehicular or pedestrian circulation paths.

9. Guidelines for Service and Refuse Areas

a. Cluster service and refuse areas for nearby buildings and uses.

b. Where feasible, locate above-ground utility facilities, such as utility cabinets and meters, in areas that do not conflict with featured views, outdoor dining areas, outdoor gathering areas, or site circulation. Screen these facilities with dense landscaping or decorative fences~~walls~~.

5.5. TRANSPORTATION AND CONNECTIVITY

5.5.1 Purpose

The purpose of this Section is to support the creation of a highly connected transportation system within the City in order to provide choices for drivers, bicyclists, and pedestrians; increase effectiveness of local service delivery; promote walking and bicycling; connect neighborhoods to each other and to local destinations such as employment, schools, parks, and shopping centers; reduce vehicle miles of travel and travel times; improve air quality; reduce emergency response times; mitigate the traffic impacts of new development; and free up arterial capacity to better serve regional long-distance travel needs. These standards attempt to avoid the creation of large, isolated tracts without routes for through traffic or pedestrian and bicycle connections.

This section will be in compliance with the current Transportation Plan and the Bike and Pedestrian Master Plan.

5.5.2 Traffic Impact Mitigation

(Refer also to Engineering Design Standards Section 6-1)

C. Applicability of Traffic Impact Analysis Requirement

The transportation system for new development shall be capable of supporting the proposed development in addition to the existing and future uses in the area. Evaluation of system capacity shall be undertaken through a Traffic Impact Analysis (TIA), which shall meet the standards of the Maricopa County Department of Transportation and shall consider the following factors at a minimum: street capacity and level of service; vehicle access and loading; on-street parking impacts; the availability of transit service and connections to transit; impacts on adjacent neighborhoods; and traffic safety including pedestrian safety. A TIA shall be required with applications for development review and approval when:

1. Trip generation during any peak hour is expected to exceed 100 trips per day or more than 50 during any one-hour peak period, based on traffic generation estimates of the Institute of Transportation Engineers' Trip Generation Manual (latest version); or

2. A TIA is required by the Planning Commission or City Council as a condition of any land use application approved pursuant to the requirements of this Development Code; or

3. The Director, in his or her sole discretion, requires a TIA for:

a. Any project that proposes access to an existing street with Level of Service "D" or below;

b. Any application for a rezoning or specific plan review;

c. Any case where the previous TIA for the property is more than two years old;

d. Any case where increased land use intensity will result in increased traffic generation when compared to the existing use of the property;

e. Any case where development is near an existing or proposed school; or

f. Any case in which the Director or City Engineer determines that a TIA should be required because of other traffic or connectivity concerns that may be affected by the proposed development.

D. Traffic Impact Analysis and Development Review Process

1. A scoping meeting between the developer and the Director and City Engineer shall be required prior to the start of the TIA in order to determine its parameters. This may be conducted as part of a pre-application meeting.

2. If required, the TIA shall be submitted with the applicable development application.

3. When access points are not defined or a site plan is not available at the time the TIA is prepared, additional studies may be required when a site plan becomes available or the access points are defined.

E. Traffic Mitigation Measures

The applicant shall, as part of the TIA, recommend measures to minimize and mitigate the anticipated impacts and determine the adequacy of the development's planned access points. Mitigation measures shall be acceptable to the Director and City Engineer and may include, without limitation: an access management/access control plan; transportation demand management measures; street improvements on or off the site; placement of pedestrian, bicycle, or transit facilities on or off the site; or other capital improvement projects such as traffic calming infrastructure or capacity improvements. Intersection analysis and traffic signal requirements shall also be provided, as applicable.

5.5.3. Streets and Vehicular Circulation

(Refer also to EDS Section 6-3)

A. Street Standards

All streets shall meet the standards in Article 6, *Land Subdivision*, and shall be consistent with the circulation element of the General Plan.

B. Street Connectivity

1. Purpose

Street and block patterns should include a clear hierarchy of well-connected streets that distribute traffic over multiple streets and avoids traffic congestion on principal routes. Within each development, the access and circulation system should accommodate the safe, efficient, and convenient movement of vehicles, bicycles, and pedestrians through the development, and provide ample opportunities for linking adjacent neighborhoods, properties, and land uses. Local neighborhood street systems are intended to provide multiple direct connections to and between local destinations such as parks, schools, and shopping. These connections should knit separate developments together, rather than forming barriers between them.

2. Residential Streets

a. Residential streets shall be laid out so that use by through-traffic will be discouraged. Traffic-calming techniques such as diverters, neck-downs, street gardens, and curvilinear alignments are encouraged to reduce speeds and cut-through traffic.

b. Should topography or other constraints require the use of straight local streets that extend more than 660 feet without interruption, a traffic-calming device, or similar feature shall be used to slow traffic and break-up the "runway" appearance. In addition, traffic-calming devices may be required to address public safety concerns.

c. To the maximum extent practicable, streets shall be arranged to follow the natural contours of the site.

3. Vehicular Access to Public Streets and Adjacent Land

a. All development shall provide public street connections to all existing, adjacent public streets.

b. If there are no adjacent public streets, subdivisions and/or site plans shall provide for connections along each boundary abutting adjacent vacant land for future connections spaced at intervals not to exceed 1,000 feet for arterials, or 660 feet for other street types, or as otherwise approved.

c. When connections to surrounding streets are proposed or required by the City, public right-of-way shall be dedicated and streets developed to existing paved rights-of-way. The City may also require temporary turnarounds to be constructed for temporary cul-de-sacs between development phases.

4. Cul-de-Sacs and Dead-End Streets Discouraged

a. Permanent cul-de-sacs and dead-end streets shall generally be used when topography, the presence of natural features, and/or vehicular safety factors make a vehicular connection impractical.

b. All permanent dead-end streets shall be developed as cul-de-sacs and extend no further than 660 feet.

c. Design standards for cul-de-sacs are located in the Engineering Design Standards, Section 6-3.1000.D.

5. Driveways and Access

a. General

(i) Every lot shall have access that is sufficient to afford a reasonable means of ingress and egress for emergency vehicles with a turning radius appropriate for wheel base 50 (WB-50) access, as well as for those needing access to the property in its intended use.

(ii) All driveway entrances and other openings onto streets shall be constructed so that:

(1) Vehicles may safely enter and exit from the lot in question;

(2) Interference with the free and convenient flow of traffic in abutting or surrounding streets is minimized; and

(3) Joint driveways are desirable whenever possible in order to minimize the number of access points to streets and access easements.

b. Residential [1]

In addition to the above general requirements, all residential development shall be subject to the following:

(i) Alleys adjacent to a single-family use may not be used for loading or parking.

(ii) There shall be no direct driveway access (ingress or egress) from any single-family residential lots to any collector street,

[1] ORD 25-17; 12/19/2017

arterial street, or highway unless no other legal access alternative is available. Single-Family Flex (SFF) developments are exempt from this requirement.

(iii) Multi-family development sites greater than five acres shall include a minimum of two through-access drives. An exception may be made where a site is landlocked by existing development or other physical constraints, or where existing natural features on the site require the use of protective measures that would otherwise make a second access drive infeasible.

(iv) The driveway is not less than 20 feet in length from the face of the garage to the near edge of the sidewalk. Single-Family Flex (SFF) development are exempt from this requirement. They must provide a minimum of 20 feet of clear space behind each garage door.

(v) Each driveway as measured ten (10) feet from the front property line shall not measure more than 10-feet in width for one-stall garages/carports & tandem garages, 20-feet in width for two-stall garages/carports, and 30-feet in width for three-stall and greater garages/carports, measured at right angles to the center line of the driveway, except as that distance may be increased by permissible curb return radii.

(vi) All driveways shall be setback at least one (1) foot from side yard property lines.

(vii) Lots utilizing an RV Garage can have an increased total aggregate driveway width of up to 35 feet as long as landscape strips, decorative pavers, grass-crete pavers or similar shall be used to reduce the extent of an minimize the visual appearance of the parking surface in the front yard. The driveway utilizing an RV Garage shall have a continuous driveway apron or rolled curb that connects the RV Garage Driveway to the standard garage driveway. IN no case shall the RV Garage driveway have a separate curb cut than the standard garage driveway.[2][3]

(viii) Driveways for single-family residential lots shall be paved with asphalt, bituminous, brick, concrete, or other surfaces of comparable durability to minimize nuisance from dust. Three (3) inches of crushed rock can be used but must be compacted and contained within a permanent border.

c. Residential Driveway Extensions.

[2] ORD 09-18, 03/07/2018
[3] ORD 15-20, 09/15/2020

A "residential driveway extension" means a hard surface that extends from the driveway and which is primarily used for the parking of vehicles and not for traveling between two places.

(i) A residential driveway extension shall be constructed of concrete, asphalt, pavers, or three (3) inches of crushed rock that is compacted and contained within a permanent border. Residential driveway extensions must adhere to the following conditions:

1) Driveway extensions shall only be located in the side yard of property. Single-Family Flex (SFF) developments are exempt from this requirement.

2) The total width (existing plus extension) shall not exceed 50 percent of the lot width. Irregular shaped lots widths are measured from the front setback line. Single-Family Flex (SFF) developments are exempt from this requirement.

d. Non-Residential

In addition to the above general requirements, all non-residential development shall be subject to the following:

(i) All non-residential buildings, structures, and parking and loading areas shall be physically separated from all non-arterial or collector streets by vertical curbs and other suitable barriers and landscaping to prevent unchanneled motor vehicle access. Each property shall not have more than two access ways to any one street unless unusual circumstances demonstrate the need for additional access points. In addition, each access way shall comply with the following:

(1) The width of any access way leading to the full access of an arterial street shall be median-divided to provide separation from incoming and outgoing traffic. (See Figure 5.5-B.) Construction and maintenance of such on-site medians shall be the responsibility of the property owner/developer.

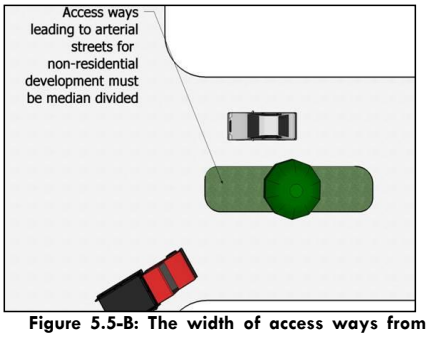

Figure 5.5-B: The width of access ways from arterial streets must be median-divided.

6. Visibility at Intersections

On all lots or parcels of land on which a front setback is required, no obstruction that will obscure the view of motor vehicle drivers shall be placed within the triangular area formed by the adjoining street property lines as specified in the City engineering manual, except that trees may be permitted within said triangular area provided that those trees are placed in the street planter strip and the limbs are pruned to at least seven (7) feet above the grade level of the adjacent street.

Sections 5.5.4 and 5.5.5 not changed

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5.6. OFF-STREET PARKING

5.6.1. Purpose

The regulations of this Section are intended to ensure provision of off-street parking and loading facilities in rough proportion to the generalized parking, loading, and transportation demands of different land uses. By requiring such facilities, it is the intent of this section to help avoid the negative impacts associated with spillover parking into adjacent neighborhoods, while at the same time avoiding the negative environmental and urban design impacts that can result from parking lots and other vehicular use areas. The provisions of this section are also intended to help protect the public health, safety, and general welfare by:

A. Helping avoid and mitigate traffic congestion;

B. Encouraging multi-modal transportation options and enhanced pedestrian safety;

C. Providing methods to help reduce stormwater runoff and the heat island effect of large paved parking areas; and

D. Providing flexible methods of responding to the transportation and access demands of various land uses in different areas of the City.

5.6.2. Applicability

A. Generally

The off-street parking and loading standards of this Section shall apply to all parking lots and parking structures accessory to any building constructed and to any use established in every district. Except when specifically exempted, the requirements of this section shall apply to all temporary parking lots and parking lots that are the principal use on a site.

B. Expansions and Enlargements

The off-street parking and loading standards of this section shall apply when an existing structure or use is expanded or enlarged. Additional off-street parking and loading spaces shall be required to serve the enlarged or expanded area, provided that in all cases the number of off-street parking and loading spaces provided for the entire use (pre-existing plus expansion) must equal 100 percent of the minimum ratio established in this section and shall not exceed any maximum standards established in this section.

C. Regulation of Parking Space

The providers of required off-street parking spaces and the City of Buckeye may reasonably control the users thereof by means that may include, but are not limited to, restricting all parking to the users of the facility; parking lot attendants; control gates; tow-away areas; areas for exclusive use by employees, tenants or staff; areas restricted for use by customers or visitors; and imposing reasonable time limitations on users other than tenants, employees, or staff. Direct charges may be made to users who exceed maximum time limits. City staff may review all methods of control and may disapprove of any restriction that adversely affects the purpose of this section. The City may

enforce any approved restrictions through any of the code enforcement provisions in Article 9, *Enforcement*.

5.6.3. Off-Street Parking Requirements

A. Schedule A.

Unless otherwise expressly stated in this Code, off-street parking spaces shall be provided in accordance with Table 5.6-1, *Off-Street Parking Schedule A*.

Table 5.6-1: Off-Street Parking Schedule A

Use Category	Use Type	Number of Spaces Required ("sf" = square feet)
RESIDENTIAL USES		
Household Living	All use types not listed below	2/dwelling unit
	Dwelling, multi-family	- 1/studio or one-bedroom unit - 1.5/two-bedroom unit - 2 for each unit in excess of two bedrooms - In addition, all multi-family dwellings shall provide 1 guest space for every 5 units
	Single-Family Flex	1.5/dwelling unit and 1 guest parking space for every 4 units
Group Living	All use types not listed below	1/three~~two~~ beds + 1 space per 2~~1~~00 sf of assembly area
	Nursing home	1/four beds, based upon maximum capacity
PUBLIC/INSTITUTIONAL USES		
Community Service	All use types not listed below	1/300 sf
	Assembly hall, public	1/100 sf of principal assembly area + 1/350 sf of offices
	Cemetery	See Schedule C
	Crematorium or funeral parlor	1/150 sf of principal assembly areas
	Religious assembly	1/6 seats of assembly area + 1/300 sf of classrooms or other meeting areas
Cultural Facility	Library	1/300 sf of public area
	Museum	1/500 sf of public area
Child Care Facility	Day care, commercial	1/300 sq. ft of floor area excluding storage and restrooms~~6 person capacity, including staff, based on maximum allowable under state regulations and Building Code~~
	Day care, residential	3/dwelling unit
Education	Private College or university	1 space per 3 employees including administrators, teachers and maintenance personnel and 10/classroom~~10/classroom~~
	Private elementary or middle school	1/classroom + 1/250 sf of administrative offices
	Private high school	7/classroom + 1/250 sf of administrative offices
Health Care Facility	Medical office or clinic	1/350 sf

Table 5.6-1: Off-Street Parking Schedule A		
Use Category	**Use Type**	**Number of Spaces Required** **("sf" = square feet)**
	Hospital	1/bed + 1/350 sf of office, laboratory, or administrative area + required parking for accessory uses
Parks and Open Space	Arboretum or botanical garden	1/10,000 sf outdoor lot area
	Campground	1/campsite
	Community playfields and parks	- Field sports (i.e. softball, baseball, soccer, football, general purpose) – 15 spaces/field - Basketball and volleyball courts – 9 spaces/full-court, 6 spaces/half-court - Tennis and racquetball/handball courts – 3 spaces/court - Swimming pools – 1 space/60 sf of deck area
	Parks and nature preserves, not-for-profit	See Schedule C
Telecommunication Facility	All uses not listed below	None
	Broadcasting or recording studio (no tower)	1/1,000 sf
Transportation Facility	Airport/Heliport	1 space per 400 sf passenger terminal area
	Bus terminal	1 space per 200 sf
Utility	Utility facility, major	1 space per employee plus 1 space per fleet vehicle kept at the site
	Utility facility, minor	none
COMMERCIAL USES		
Agriculture and Ranching	All use types not listed below	See Schedule C
	Residential ranch	1/750 sf of enclosed human inhabited structure(s)
Animal Sales and Services	All use types not listed below	1/400 sf
	Animal pet shop, retail	1/300 sf
	Kennel	1/800 sf
	Veterinary clinic	1/600 sf
Assembly	All use types not listed below	1/100 sf of principal assembly area + 1/350 sf of offices
	Fraternal or social club, nonprofit	1/300 sf
	Country club, private membership	See Schedule C

Table 5.6-1: Off-Street Parking Schedule A		
Use Category	**Use Type**	**Number of Spaces Required** **("sf" = square feet)**
Financial Service	Financial institution	1/350 sf (+ vehicle stacking spaces per Subsection 5.6.10 if drive-through is provided)
Food and Beverage Service	Food sales, wholesale	See Schedule B
	Bar, lounge, or tavern	Same as restaurant
	Catering service	See Schedule B
	Farmers market	1/500 sf of sales area
	Nightclub	1/100 sf
	Restaurant	1/100 sf (+ vehicle stacking spaces if drive-through is provided) (area devoted to kitchen and food preparation are excluded)
Office	Office, business or professional	1/350 sf
	Research laboratory	1/350 sf
Recreation and Entertainment, Outdoor	General outdoor recreation, commercial	Athletic field: 1/5,000 sf of land- Court sports and swimming pools: 1 per 3 persons permitted capacity
	Golf course	4/tee + 1/staff + 1/500 sf of putting/chipping green
	Driving range	2/tee + 1/500 sf of putting/chipping green
	Major entertainment facility, outdoor	See Schedule C
	Race track (auto, dog, and horse)	
	RV campground/ park	1/RV or campsite space
	Shooting range, outdoor	2/target area + 1/500 sf of office/enclosed area
	Zoo	See Schedule C
Recreation and Entertainment, Indoor	All use types not listed below	1/400 sf
	Major entertainment facility, indoor	See Schedule C
	Movie theater	1/3 seats
Personal Services	All use types	1/300 sf
Retail (Sales)	All use types not listed below	1/300 sf
	Large retail	1/350 sf for the first 100,000 sf + 1/500 sf in excess of 100,000 sf
	Open-air market or flea market	1/500 sf of sales area

Table 5.6-1: Off-Street Parking Schedule A		
Use Category	**Use Type**	**Number of Spaces Required ("sf" = square feet)**
	Nursery and plant sales, wholesale	See Schedule B
	Plant sales, retail	1/400 sf of sales area~~and service building~~
Vehicles and Equipment	Boat, RV storage	See Schedule B
	Boat, RV sales and rental	
	Car wash	1/4~~2~~00 sf of sales, office or lounge area + vehicle stacking spaces per Sec. 4.7.10
	Gasoline sales	1/4~~2~~00 sf of convenience store/food sales area + 1/service bay
	Truck stop	1/4~~2~~00 sf of retail sales area + 1/service bay
	Truck repair and overhaul	See Schedule B
	Vehicle sales and rental	1/400 sf of enclosed floor area, plus 1/10,000 sf of outdoor display area
	Vehicle service and repair, major	See Schedule B
	Vehicle service and repair, minor	1 space per 4~~3~~00 sf
	Vehicle storage	See Schedule B
Visitor Accommodation	Bed and breakfast	1 /guestroom
	Hotel or motel	1/guestroom + 1/500 sf of meeting space or other enclosed area
	Resort	See Schedule C
INDUSTRIAL USES		
Industrial Service	Building materials sales, indoor retail	See Schedule B
	Building material sales, outdoor or wholesale	
	Drilling company, no outside storage	See Schedule C
	Drilling company, with outside storage	
	Resource extraction	See Schedule C
	General industrial service	- 1-3,000 sf gross floor area: 1/750 sf - 3,001 – 5,000 sf gross floor area: 1/1,000 sf - 5,001+ sf gross floor area: 1/1,500 sf

Table 5.6-1: Off-Street Parking Schedule A		
Use Category	**Use Type**	**Number of Spaces Required ("sf" = square feet)**
Manufacturing and Production	Assembly, light	- 1-3,000 sf gross floor area: 1/750 sf - 3,001 – 5,000 sf gross floor area: 1/1,000 sf - 5,001+ sf gross floor area: 1/1,500 sf
	Manufacturing, heavy	
	Manufacturing, light	
Warehouse and Freight Movement	Mini-storage	1/100 units + 1/500 sf office. Aisles suitable for temporary loading and unloading may be counted as determined by the Traffic Engineer.
	Motor freight terminal	- 1-3,000 sf gross floor area: 1/750 sf - 3,001 – 5,000 sf gross floor area: 1/1,000 sf - 5,001+ sf gross floor area: 1/1,500 sf
	Storage yard	See Schedule B
	Office warehouse (flex space)	See Schedule B
	Warehouse	See Schedule B
	Wholesale establishment	1/500 sf
Waste and Salvage	All use types	See Schedule C
TEMPORARY USES		
	Antennas, temporary	None
	Expansion or replacement facilities, temporary	Determined by use, above
	Office space/ equipment storage, temporary	Determined by use, above
	Retail sales, temporary	1/300 sf
	Sales office, temporary	1/40250 sf~~, with a minimum of 4 spaces~~
	Yard sale, temporary	None
	Model home complex	2/home + 1 ~~5% of total area for~~ ADA space
	Other temporary uses	Determined by use, above

B. Schedule B

Uses that reference Schedule B in *Off-Street Parking Schedule A* shall provide the minimum number of off-street parking spaces listed in Table 4.3-2. Unless otherwise approved, lots containing more than one activity shall provide parking and loading in an amount equal to the total of the requirements for all activities.

TABLE 5.6-2: OFF-STREET PARKING SCHEDULE B	
Activity	**Number of Spaces Required**
Office or Administrative Area	1 per 4300 square feet

Indoor Sales Area	1 per 4200 square feet
Outdoor Sales or Display Area (3,000 square feet or less)	1 per 750 square feet
Outdoor Sales or Display Area (over 3,000 square feet)	
Motor Vehicles/Equipment Sales	1 per 2,000 square feet
Other Sales/Display	1 per 1,000 square feet
Indoor Storage/Warehousing/Vehicle Service/Manufacturing Area	
1 - 3,000 square feet	1 per 40250 square feet
3,001 - 5,000 square feet	1 per 500 square feet
5,001 – 10,000 square feet	1 per 750 square feet
10,001 and greater	1 per 1,250 square feet

C. Schedule C

Uses that reference "Schedule C" in *Off-Street Parking Schedule A* have widely varying parking and loading demand characteristics, making it impossible to specify a single off-street parking or loading standard. Upon receiving a development application for a use subject to Schedule C standards, ~~the Building Official and~~ the Director or their Designee shall apply the off-street parking and loading standard specified for the listed use that is deemed most similar to the proposed use or establish minimum off-street parking requirements on the basis of a parking and loading study prepared by the applicant. Such a study shall include estimates of parking demand based on recommendations of the Institute of Transportation Engineers (ITE), or other acceptable estimates as approved by the Director, and should include other reliable data collected from uses or combinations of uses that are the same as or comparable with the proposed use. Comparability will be determined by density, scale, bulk, area, type of activity, and location. The study shall document the source of data used to develop the recommendations.

D. Parking Demand Study. In order to evaluate a proposed project's compliance with the above criteria, the Zoning Administrator or City Engineer may require submittal of a parking demand study that substantiates the basis for granting a specific number of spaces.

5.6.4. Computation of Parking and Loading Requirements

A. Fractions

When measurements of the number of required spaces result in a fractional number, any fraction exceeding 0.5 shall be rounded up to the next higher whole number.

B. Multiple Uses

Lots containing more than one use shall provide parking and loading in an amount equal to the total of the requirements for all uses.

C. Area Measurements

Unless otherwise specified, all square footage-based parking and loading standards shall be computed on the basis of gross floor area of the use in question. Structured parking within a building shall not be counted in such measurement.

D. Computation of Off-Street Parking

Required off-street loading space shall not be included as off-street parking space in computation of required off-street parking space.

E. Parking for Unlisted Uses

Parking requirements for uses not specifically listed in Table 5-6.1 shall be determined by the Director or their Designee based on the requirements for the closest comparable use, as well as on the particular parking demand and trip generation characteristics of the proposed use. The Director or their Designee may alternately require the submittal of a parking demand study that justifies estimates of parking demand based on the recommendations of the Institute of Transportation Engineers, and includes relevant data collected from uses or combinations of uses that are the same or comparable to the proposed use in terms of density, scale, bulk, area, type of activity, and location.

5.6.5. Dedicated Spaces for Alternative Energy Vehicles and Carpooling

All development required to provide 20 or more off-street parking spaces pursuant to Table 5.6-1 shall reserve a minimum of five percent of its required parking spaces per the following:

A. In commercial districts, half of the reserved spaces shall be for the exclusive use of hybrid or alternative energy vehicles, and half of the reserved spaces shall be for the exclusive use of carpool vehicles; and

B. In industrial or office districts, the reserved spaces shall be for the exclusive use of hybrid or alternative energy vehicles, compact cars, or carpool vehicles.

C. In multi-family projects, the reserved spaces shall be for the exclusive use of hybrid or alternative energy vehicles, compact cars, or carpool vehicles.

D. Electric vehicle charging stations are highly encouraged in multi-family, commercial, and industrial developments.

5.6.6. Off-Street Loading Requirements

A. Spaces Required

Off-street loading spaces must be provided in accordance with the following table of minimum requirements:

TABLE 5.6-3: OFF-STREET LOADING REQUIREMENTS

Use Type (Size)	Loading Spaces Required
Public/Institutional, Commercial and Industrial Uses	
Under 15,000 square feet	None
15,000–49,999 square feet	1
50,000+	2
Household Living Uses	

TABLE 5.6-3: OFF-STREET LOADING REQUIREMENTS	
Use Type (Size)	**Loading Spaces Required**
Under 50 units	None
50+ units	1

B. Design

1. Space Size

Off-street loading spaces, excluding maneuvering areas, must be at least 10 feet in width and 25 feet in length unless off-street loading will involve the use of semi-tractor trailer combinations or other vehicles in excess of 25 feet in length, in which case loading spaces must be at least 12 feet in width and 65 feet in length. A minimum vertical clearance of 14 feet must be maintained. The Director may allow an equivalent amount of loading zone or dock space to fulfill the off-street loading requirement.

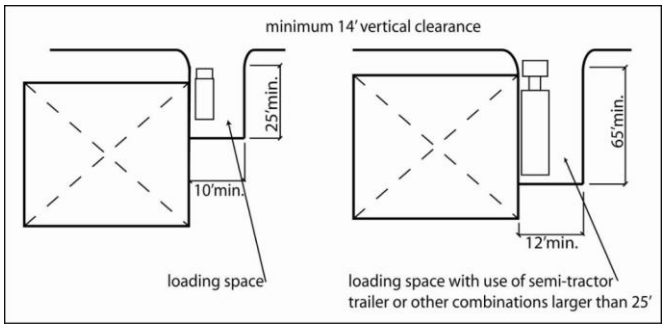

Figure 5.6-A: Off-Street Loading Spaces

2. Surfacing and Maintenance

Loading areas and access drives must be paved and maintained with concrete, asphalt, or similar material of sufficient thickness and consistency to support anticipated traffic volumes and weights.

C. Location

1. Off-street loading facilities required under this Development Code shall be in all cases on the same lot or parcel of land as the structure they are intended to serve. The required off-street loading space shall not be part of the area used to satisfy the off-street parking requirements.

2. At no time may goods be loaded or unloaded from the right-of-way of a collector or arterial street.

3. No part of any vehicle may extend into the right-of-way of a collector or arterial street while being loaded or unloaded.

4. On a site adjoining an alley, a required loading space should~~must~~ be accessible from the alley.

5. A required loading space must be accessible without backing a truck across a collector or arterial street property line unless the provision of turnaround space is infeasible.

6. A loading space must not intrude into any portion of a required aisle or access dimension.

7. An occupied loading space must not prevent access to a required parking space.

8. To the maximum extent feasible, loading areas shall be located to the rear of a site and/or away from adjacent residential areas.

D. Setbacks and Screening

1. Loading areas may not be located in a required setback.

~~2. Exterior loading areas must be screened on three sides by a building, a decorative screen wall a minimum eight feet in height, and a landscaping tract five feet in width, adjacent to the screen wall.~~

E. Signs

The owners of the property may provide, locate, and maintain loading signs as approved by the Director or their Designee. Such signs shall not be counted against allowed advertising sign area.

5.6.7. Parking Alternatives

The Director or their Designee may approve alternatives to providing the number of off-street parking spaces required by Table 5.6-1, in accordance with the following standards.

A. Shared Parking

The Director or their Designee may approve shared parking facilities for developments or uses with different operating hours or different peak business periods if the shared parking complies with all of the following standards:

1. **Location**

Shared parking spaces shall not be located farther than 600 feet from the primary ~~of~~ building~~an~~ entrance.

2. **Zoning Classification**

Shared parking areas shall be located on a site with the same or a more intensive zoning classification than required for the primary uses served.

3. **Shared Parking Study**

Those proposing to use shared parking as a means of satisfying off-street parking requirements shall submit a shared parking analysis to staff that clearly demonstrates the feasibility of shared parking. The applicant shall also demonstrate that any parking reduction requested as part of the shared parking study will not result in the spillover of parking onto other properties.

4. **Agreement for Shared Parking**

The parties involved in the joint use of off-street parking facilities shall submit a written agreement in a form to be recorded for such joint use, approved by the Director or their Designee as to form and content. The Director or their Designee may impose such conditions of approval as may be necessary to ensure the adequacy of parking in areas affected by such an agreement. Recordation of the agreement shall take place before issuance of a building permit for any use to be served by the shared parking area. A shared parking agreement may be revoked only if all required off-street parking spaces will be provided in accordance with the requirements of Table 5.6-1, *Off-Street Parking*.

B. Off-Site Parking

The Director or their Designee may approve the location of required off-site parking spaces on a separate lot from the lot on which the principal use is located if the off-site parking complies with all of the following standards:

1. Location

a. Off-site parking may be allowed only in the downtown, or outside the downtown upon issuance of a conditional use permit or a temporary use permit for special events.

b. No off-site parking space may be located more than 600 feet from an entrance to a principal use (measured along the shortest legal pedestrian route). Off-site parking spaces shall be connected to the use by acceptable pedestrian facilities, as defined in Section 5.5.4, *Pedestrian Circulation,* of this Development Code. Off-site parking spaces may not be separated from the use served by a street right-of-way with a width of more than 80 feet, unless a grade-separated pedestrian walkway, a traffic signal, a shuttle bus, or other traffic control is provided or other traffic control or remote parking shuttle bus service is provided.

2. Zoning Classification

Off-site parking areas shall have the same or a more intensive zoning classification applicable to the primary use served.

3. Control of Site

Required parking spaces for residential uses must be located on the site of the use or within a tract owned in common by all the owners of the properties that will use the tract.

4. Ineligible Activities

Required parking spaces for persons with disabilities may not be located off-site.

5. Agreement for Off-Site Parking

In the event that an off-site parking area is not under the same ownership as the principal use served, a written agreement between the record owners shall be required. An attested copy of the agreement between the owners of record shall be submitted to the City for recordation in a

form acceptable to the City Attorney. Recordation of the agreement shall take place before issuance of a building permit or certificate of occupancy for any use to be served by the off-site parking area. In the event that an off-site parking agreement is terminated, all required off-street parking spaces shall be provided in accordance with the requirements of this chapter. No use shall be continued if the parking is removed unless substitute parking facilities are provided, and the Director shall be notified at least 60 days prior to the termination of a lease or agreement for off-site parking.

C. Structured Parking

1. Maximum Parking Waiver

Where 75 percent or more of the parking accessory to a use is in structured parking, there shall be no maximum cap on the number of parking spaces in that structure.

2. Credit for Nearby Public Structured Parking

Spaces available in public parking structures located within 1,000 feet of the subject use may be counted toward the total amount of required off-street parking.

3. Floor Area Bonus for Underground Parking in the Commercial and Mixed-use Districts

A floor area bonus shall be granted for underground parking structures in the commercial and mixed-use districts. The bonus shall be granted at a ratio of three square feet of additional bonus area for each square foot of structured parking that is underground.

4. Height of Parking Structure

The height of a parking structure may not exceed the height of the principal building it is intended to serve. Where no principal building exists, the maximum height of the parking structure shall be limited to the maximum building height allows in the zoning district in which the structure is located.

D. Sites in Mixed Use Districts

In the mixed-use districts, the total requirement for off-street parking facilities shall be the sum of the requirements for the various uses computed separately, subject to the modifications set forth below.

1. All uses within mixed use districts shall be eligible for a 15 percent parking reduction to reflect the reduced automobile use associated with mixed-use developments.

2. A 15 percent parking reduction for multifamily residential dwellings may be allowed if the proposed use is located within 300 feet of a transit stop.

3. For non-residential uses, the minimum parking requirement may be reduced 20 percent if the use incorporates a transit stop that meets minimum design standards established by the City.

4. The total number of parking spaces required of a use or uses in a mixed use district may be further reduced by the Director if the applicant prepares a parking evaluation that demonstrates a reduction is appropriate based on the expected parking needs of the development, availability of mass transit, and similar factors. The parking evaluation shall be prepared in a form and manner prescribed by the Director.

E. On-Street Parking

On-street parking spaces in the right-of-way along the property line, between the lot lines of the site, may be counted to satisfy the minimum off-street parking requirements.

F. District Parking

Minimum required off-street parking spaces may be waived or reduced for properties within the boundaries of a public parking or local improvement district that provides district-wide parking facilities, based on the projected parking demand to be addressed by the district-wide facility.

G. Stacked, Tandem, and Valet Parking

Stacked, tandem, or valet parking for nonresidential uses is allowed if an attendant is present to move vehicles. In addition, a guarantee acceptable to the City shall be filed with the City ensuring that a valet parking attendant shall always be on duty when the parking lot is in operation.

~~1.1.2.~~ 5.6.8. Dimensions of Parking Spaces

~~A.~~ A. Parking Angle Dimensions

The parking configuration stated in the following table shall apply to all required off-street parking.

TABLE 5.6-4: PARKING ANGLE DIMENSIONS

A	B	C	D	E	F	G
Parking Angle	**Stall Width**	**Stall to Curb**	**Aisle Width 1-way**	**Aisle Width 2-way**	**Curb Length**	**Overhang**
0°	9.0	9.0	12.0	24	23.0	0
	9.5	9.5	12.0	24	23.0	
	10.0	10.0	12.0	24	23.0	
45°	9.0	19.8	12.0	24	12.7	1.4
	9.5	20.1	12.0	24	13.4	
	10.0	20.5	12.0	24	14.1	
60°	9.0	21.0	18.0	24	10.4	1.7
	9.5	21.2	18.0	24	11.0	
	10.0	21.5	18.0	24	11.5	
90°	9.0	20.0	23.0	24	9.0	2.0
	9.5	20.0	22.0	24	9.5	
	10.0	20.0	22.0	24	10.0	

NOTE: All dimensions are to the nearest tenth of a foot.

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~~B.~~ **B. Calculation of Parking Space Dimensions**

The spatial relationships described in Table 5.6-4 shall be calculated in the manner depicted in the following diagram:

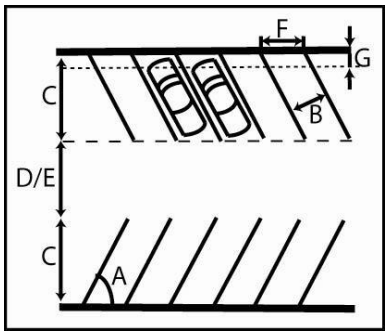

Figure 5.6-B Spatial Relationships of Parking

~~C.~~ **C. Recreational Vehicle Spaces**

Parking spaces for recreational vehicles, if provided, shall be a maximum of 10 feet by 60 feet.

~~D.~~ **D. Truck Parking Spaces for Truck Stops**

[reserved]

5.6.9. Parking Lot Design Standards

A. Surface

All parking and driveway areas and primary access to parking facilities shall be surfaced with asphalt, concrete, or other similar materials, unless otherwise approved. Accent paving is recommended to indicate pedestrian linkages. Pedestrian linkages shall comply with Section 5.5.4 *Pedestrian Circulation.*

B. Design and Maintenance

1. All parking areas shall be designed, constructed, and drained in accordance with all applicable City ordinances and regulations.
2. To control dust and drainage, parking areas shall be constructed with dust-free materials in accordance with City ordinances and regulations.
3. All parking spaces shall be permanently marked.
4. Parking facilities shall be continually maintained in compliance with the approved site and/or subdivision plan and shall be free of litter and debris at all times.

C. Circulation Area Design

Circulation areas shall be designed to facilitate the safe movement of vehicles without posing a danger to pedestrians or impeding the function of the parking area. Parking lots that accommodate ten or more vehicles must maintain continuous circulation patterns, with no dead-ends, and safe access to public streets.

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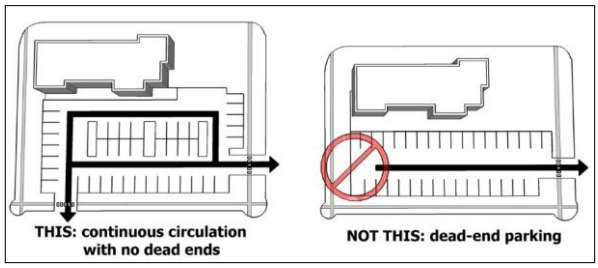

Figure 5.6-C: Example Circulation Area Design

D. Buffering and Screening; Location of Lot

1. Outside the downtown, all parking areas shall be separated at least ten feet from buildings, in order to allow room for sidewalks, landscaping, and other plantings between the building and the parking area. For industrial and warehouse buildings, this separation may be eliminated in the rear of buildings in areas designed for unloading and loading of materials.

2. Outside the downtown, the visibility of all parking areas shall be reduced by placing 50 percent of the parking to the rear or side of buildings facing public streets. See Figure 5.6-D. No more than one two-sided bay of nose-in parking should be placed between the building(s) and the street.



Figure 5.6-D: Example of Parking Located to Side

3. In the downtown, the visual impact and presence of vehicles shall be minimized by siting parking areas to the rear or interior of the property rather than along street frontage, providing underground and structured parking, and screening parking areas from views both interior and exterior to the site.

E. Parking Area Layout

Surface parking areas shall be divided into sub-areas, each accommodating no more than 250 vehicles. Each parking sub-area shall be separated by a minimum 15-foot wide landscaped feature, which shall include pedestrian walkways and shade features. This technique shall be used to minimize the "sea of parking" between the building and the principle street and to require that the majority of off-street parking be located to the side or rear of the buildings served.

F. Parking Lot Landscaping

The perimeter and interior of parking lots shall be landscaped pursuant to the requirements in Section 5.4.3.C, *Landscaping Inside Parking Areas*.

G. Parking for Single-Family Residential Dwelling Units

This Development Code requires two parking spaces per single-family residential dwelling unit. The on-street parking lane at each lot's street frontage may fulfill the requirement for one parking space, with driveway and garage/carport meeting the additional requirement. Driveways and garage/carport entrances from interior block alleys are preferred. Single-Family Flex development must provide a minimum of 1.5 spaces per unit and 1 guest parking space for every 4 units. All parking spaces must be on-site and each unit must have at least one space in a garage. No parking is allowed in the required setbacks of SFF developments.

H. Shared Access

Parking lots shall share access drives with adjacent property with similar land uses and, when requested by the City, a cross-access easement shall be provided.

I. Lighting and Maintenance

All parking area lighting shall comply with the City's lighting requirements and provide adequate lighting for safety if night use is intended. Parking lots should provide adequate security and should limit visual clutter, parking lot signs, and equipment.

J. Parking Structures

1. Parking structures located along a public street or public pedestrian thoroughfare shall provide for active uses (other than parking) such as retail storefronts at street level.
2. Internal circulation and parking levels shall be oriented so that a horizontal, rather than sloped, plane faces public streets. (See Figure 5.6-E.)
3. Design parking structures to incorporate a comparable level of architectural detailing and quality materials as the primary building.

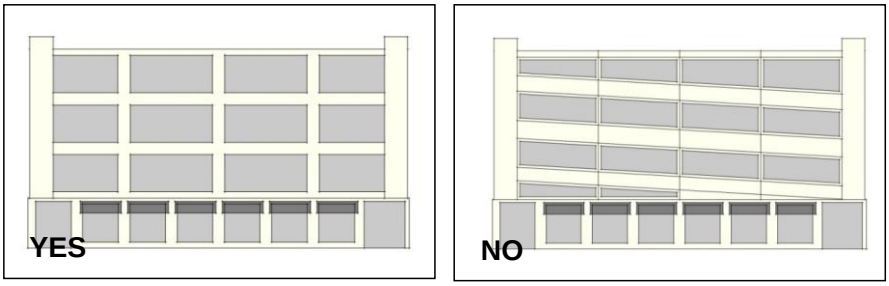

Figure 5.6-E: Parking Garage Design. A sloping approach may be used, but a horizontal plane should face public streets.

5.6.10. Stacking Spaces for Drive-Through Uses

In addition to meeting the off-street parking requirements of this section, drive-through facilities specified in Table 5.6-6 shall comply with the following minimum stacking space standards unless a separate analysis is submitted confirming the stacking demand will be met with less spaces and approved by the Director or their Designee.

TABLE 5.6-6: SCHEDULE OF STACKING SPACES

Type of Use	Minimum Stacking Spaces	Measured From
Financial institution, teller lane	3	Teller window
Financial institution, ATM	3	Teller machine
Restaurant, with drive through	8	Pick-up window ~~(also see Section 5.9 Commercial Building Standards and Guidelines)~~
Restaurant, with only drive through service	12	Pick-up window
Car wash, automatic	4	Bay entrance
Car Wash, self-service	2	Bay entrance
Car Wash, full service	4	Vehicle drop-off point

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5.7. RESIDENTIAL BUILDING STANDARDS AND GUIDELINES

5.7.1. Purpose

The standards of this Section are intended to promote high-quality residential development and construction; protect property values; encourage visual variety and architectural compatibility; and promote an integrated character for Buckeye's neighborhoods. Specifically, the standards:

A. Promote new residential developments that are distinctive, have character, and relate and connect to established neighborhoods;

B. Provide variety and visual interest in the exterior design of residential buildings;

C. Enhance the residential streetscape and diminish the prominence of garages and parking areas;

D. Enhance public safety by preventing garages from obscuring main entrances or blocking views of the street from inside residences; and

E. Improve the compatibility of attached and multi-family residential development with the residential character of surrounding neighborhoods.

5.7.2. General Standards for All Residential Development

A. Mix of Housing Types

1. Intent

a. To promote a more diverse community through the provision of a variety of housing types.

b. To encourage developments that are not dominated by a single type of home or dwelling unit, within a narrow range of price points and densities.

c. To encourage "neighborhood-oriented" multi-family developments that incorporate a variety of housing types, such as a combination of

duplex, stacked tri-plex/quad-plex, live-work units, townhomes, apartments, and single-family units in a range of sizes.

2. Standard

Developers of 20 acres or more shall provide a minimum housing mix of at least three models, with three elevations per model.

B. Infill Residential Compatibility Standards

1. Applicability[4]

These residential infill compatibility standards shall apply to development of a new residential use, or renovation of an existing residential use, either of which is not part of a planned/phased development, on a site that is adjacent to or across a street from two or more lots with existing structures. Manufactured Homes which are located outside of manufactured home parks or subdivisions shall comply with the design standards within this section.

2. Contextual Front Building Setbacks

Notwithstanding the minimum front setback requirements required in Article 4, *Dimensional Standards*, for the zoning district in which the property is located, the applicant shall use a contextual front setback when existing front setbacks on the same block are less than that required by the underlying zoning. In such circumstance, the front setback for the proposed development shall equal the average of the existing front setbacks on the same and facing block faces. Only lots with similar uses to that proposed shall be included in the average, and vacant lots shall be included using the underlying district standard.

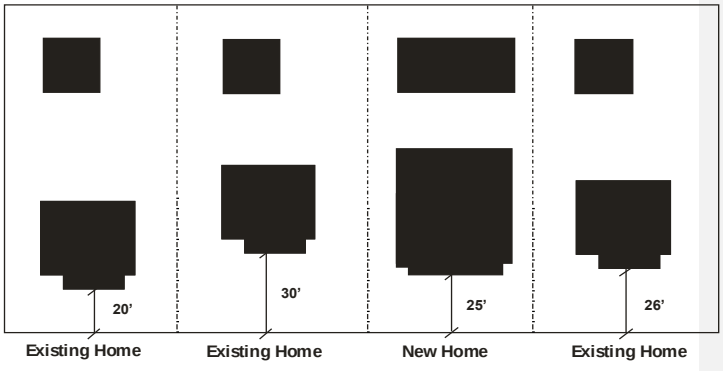

Figure 5.7-A: Example of Contextual Front Building Setback

[4] ORD. 18-17; 07/05/2017

3. Appearance

New development shall be constructed to be generally compatible in appearance with other existing structures on the block that comply with this Development Code. This provision shall be satisfied by constructing the proposed building so that at least three of the following features are substantially similar to the majority of other buildings on the same and facing block:

a. Roof material;

b. Roof overhang;

c. Exterior building material;

d. Shape, size, and alignment of windows and doors;

e. Front porches or porticos;

f. Exterior building color; or

g. Location and style of garage/carport.

4. Accessory Structures

Accessory structures shall be compatible with the associated principal structure in terms of building materials and architectural style.

C. Maximum Garage Width[5][6]

1. The maximum width of front-loaded garages, including the garage door and architectural elements on each side of the garage door, shall not exceed 30 percent of the overall building façade width on lots of 10,000 square feet or greater; 40 percent of the façade width on lots of between 6,000 and 10,000 square feet; and 50 percent of the façade width on lots of less than 6,000 square feet.

2. On homes that incorporate an RV Garage, the maximum aggregate width of the garage doors attached to the primary residence and facing the front of the lot shall not exceed 45 percent of the overall building façade. Unless the individual doors are separated by 4 feet, and one of the garage doors is setback at least 6 feet, in which case the maximum aggregate width shall not exceed 51 percent of the overall building façade.

3. The maximum number of homes that incorporate an RV garage within a subdivision shall not exceed 45 percent.

5.7.3. Standards for Single-Family and Two-Family Detached Residential Dwellings

A. Purpose

This subsection is intended to promote building design that contributes to a sense of neighborhood and to the overall streetscape by carefully relating buildings, yards, and garages in relation to public streets and adjacent properties. The standards support visual variety, avoid monotony in home designs and layouts,

[5] ORD 09-18, 03/07/2018
[6] ORD 15-20, 09/15/2020

and protect property values of both the subject property and surrounding development. Single-Family Flex districts are exempt from these requirements but must provide plans and details that are comparable and approved through the Planning and Zoning Commission.

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B. Design Standards

1. Orientation of Dwellings to the Street

Each residence shall have at least one primary pedestrian doorway for access to the dwelling located on the elevation of the dwelling facing the front lot line of the property, and clearly visible from the street or public area adjacent to the front lot line. On corner lots, such pedestrian doorway may be located facing any adjacent street.

2. Architectural Variety

a. Design Standards

(i) No home model elevation, including garage elevation, shall be located adjacent to the same home model elevation or garage elevation.

(ii) All home model designs shall provide a similar level of architectural detailing on all sides.

(iii) All home model elevations shall provide a minimum of three color schemes, consisting of at least three colors each.

b. Tracking

It shall be the responsibility of the developer to disclose these architectural variety standards to potential home buyers. Failure on the part of the developer to disclose these requirements shall not be grounds for relief from these architectural variety standards as applied to any individual home.

3. Garages

a. Diversity of Garage Location

In all zoning districts except for SF-43, a diversity of garage styles is required. Diversity shall be achieved by providing a variety of the following garage locations:

(i) Alley-loaded garage;

(ii) Side-loaded garage;

(iii) Garage recessed a minimum of four feet behind the front façade of the dwelling portion of the structure;

(iv) Garage that protrudes no more than five feet in front of the dwelling portion of the structure, if accompanied by a porch that extends to the same plane or further;

(v) Garage that is recessed a minimum of two feet beneath a second-floor bay; and

(vi) Garage flush with the dwelling portion of the building.

b. Three-Car Garage Orientation

The third bay of any three-car garage, except a side-loaded garage, shall not have the same orientation as the first two or shall be offset by two feet when having the same orientation.

c. Side-Loading Garages

Side-loaded garages shall provide windows or other architectural details that mimic the features of the living portion of the dwelling on the side of the garage facing the front street.

d. RV Garages[7,8]

Driveways leading to an RV Garage shall include a paver driveway or stained concrete. Additionally, RV Garages shall be required to have an exact match to the architecture of the principal structure and be set back a minimum of 4' from the front plane of any livable portion of the principal structure. If the RV garage is not setback from the front plane of the livable portion of the principal structure, the façade shall be articulated such that the façade is made up of at least four distinct sections, all of which must be set back or forward of the adjacent façade by at least 3 feet.

4. Alleys

a. If a residential unit has alley access to a garage, the front setback of the living portion of the house (but not the garage) may be reduced by 10 feet.

b. If a residential unit is served by an alley, no driveways in the front yard shall be permitted. All vehicular access, including to garages, shall be through the alley.

5.7.4 Standards for Single-Family Attached Residential

A. Purpose

The purpose of these standards is to provide a distinctive architectural character in new single-family attached residential development that avoids featureless design and repetition of facades.

B. Building Articulation and Architectural Variety

1. No more than eight units may be attached in a single row or building cluster.

2. The building which is the aggregation of up to eight townhouse units shall be given architectural and visual interest through two or more of the following methods:

a. Providing a projection, recess, or reveal at least every twenty feet, with a minimum change of plane of two feet;

[7] ORD 09-18, 03/07/2018
[8] ORD 15-20, 09/15/2020

b. Use of two or more distinct materials on each facade;

c. Use of distinct features, such as a balcony or similar feature, between individual units;

d. Use of distinct variations in roof form.





Figure 5.7-B: Examples of Building Articulation and Architectural Variety

C. Entryway Treatment

1. Entrances should be prominent and visible from the street and from parking areas.

2. The main entry of each unit shall be emphasized by the use of at least two of the following:

a. A porch or landing;

b. Double doors;

c. A roofed structure such as a portico or awning; or

d. The inclusion of side-lights (glazed openings to the side of the door), and transom-lights (glazed opening above the door) in the entry design.

D. Garages

1. If a development includes alleys, the garages shall be accessed from the alleys, and the front setback may be reduced by 10 feet.

2. If the development does not include alleys, garages on the street-facing side of the building shall occupy no more of the front façade width than as indicated on Table 4.1-1.

5.7.5. Single-Family Flex

A. Purpose

The purpose of these standards is to ensure that Single-Family Flex projects provide quality housing that meets the needs of current and future residents. Residences can be attached townhouses or detached individual buildings/cottages. Maximum of ten (10) attached units allowed before a minimum 20 foot space must be provided.

1. Units fronting (primary entrance facing) street right-of-way shall landscape the front setback and enter their garage from the rear or side.

2. A sidewalk should be provided that connects each unit and the public sidewalk.

3. Units that side on a right-of-way are allowed if unable fit a front facing unit. Landscaping must be provided between the building and the right-of-way.

4. No garages should face the right-of-way. Entrance to garages should be from an internal road, alley, or driveway.

5. Access for ingress and egress to an adjacent public right-of-way shall be limited to two locations unless additional access points are required by the fire department.

6. Front, side and rear perimeter setbacks must be landscaped. The setbacks are taken from the perimeter of the project, not individual lots. The minimum number of trees within the landscape areas must be 20 feet on-center or equivalent groupings. Trees must be a minimum of 2-inch caliper at time of planting. Five shrubs or groundcover must be provided for each tree (minimum 5 gallon size).

7. Solid waste trach collection must not block the accessible routes, including the public sidewalk along the right-of-way. Trash cans shall not be visible from offsite except for trash collection days.

8. Community open space for the residents must be provided for and shown on the approved site and landscape plans. For every ten (10) units, a space must be provided that is a minimum of 200 square feet in area, accessible to all residents and includes amenities such as a ramada, picnic table, bar-b-que and landscaping. The required setbacks cannot be included in the open space calculation. If less than ten (10) units (or increment), a minimum of 120 square foot community open space must be provided.

5.7.6. Standards for Multi-Family Residential (Four or Fewer Stories)

~~A.~~ A. Purpose

The purpose of these standards is to improve the appearance of design and functionality of multi-family development, recognizing the importance of design in the economic success of urban areas, the need to be more efficient in the use of land, and the need to ensure the adequate protection of the surrounding area. More specifically, these standards are intended to:

~~1.~~ 1. Provide a distinctive architectural character in new multi-family residential developments that avoids featureless design, large building masses, and repetition of facades within a single development;

~~2.~~ 2. Promote sensitive design and planning of multi-family housing units that preserves or improves the characteristics of surrounding development; and

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~~3.~~ 3. Promote building design, placement, and orientation that contributes to a sense of neighborhood and community.

~~4.~~ 4. Improve the quality of life of residents of multi-family residential dwellings.

~~B.~~E. Applicability

All development or substantial renovation of multi-family residential structures of four stories or less shall comply with the standards in this section. In the case of mixed-use buildings, these standards and the standards of Sections 5.8, *Commercial Building Standards and Guidelines* shall both apply.

~~C.~~F. Building and Parking Location, Layout, and Orientation

1. In multi-building developments, the buildings are encouraged to be arranged to enclose and frame common areas. Common areas and courtyards should be convenient to a majority of units.

2. When more than one multi-family structure is constructed, no multi-family structure shall be located within ten (10) feet of any other multi-family structure.

3. For purposes of measurement in this subsection, projections such as decks and bay windows shall not be counted.

~~D.~~G. Parking

In addition to the parking lot landscaping requirements set forth in Section 5.4.3.C: *Landscaping Inside Parking Areas*, all surface parking shall be:

1. Separated from any building by a landscaped strip of at least ten feet in width, and

2. No more than one double-loaded or two single-loaded rows of parking between any building on the site and an adjacent public street.

~~E.~~H. Building Mass and Articulation

1. Each façade greater than 50 feet in length, measured horizontally, shall incorporate wall plane projections or recesses having a depth of at least 10 percent of the length of the façade, and extending at least 20 percent of the length of the façade.

2. The facades of all multi-family buildings shall be articulated through the incorporation of at least three or more of the following:

a. Balconies;

b. Bay or box windows;

c. Porches or covered entries;

d. Dormers;

e. Variations in materials;

f. Variations in roof forms;

g. Variation in window sizes and shapes; or

h. Vertical elements that demarcate building modules.

3. The height of each multi-family building taller than 35 feet shall be stepped down from its highest roofline at least one full story on any end of the building located within 50 feet of a street-right-of-way or an adjacent area zoned or used for single family residential.

~~F.~~I. Roof Form

1. The incorporation of a variety of roof forms is strongly encouraged. Upper-level residential floors may be incorporated into the roof form to reduce the apparent height and mass of buildings.

2. Multi-family residential buildings shall be designed to avoid any continuous roofline longer than 50 feet. Rooflines longer than 50 feet shall include at least one vertical elevation change of at least two feet.

~~G.~~J. Façades and Detail Elements

1. Highly reflective materials shall not be used in areas where the location of the building will create undue solar, reflective glare on surrounding properties.

2. Natural, smooth-face CMU shall not be used as a primary exterior finish.

3. Siding material shall be continued down to finished grade with the following exceptions:

a. If a secondary wainscot finish precludes this condition; or

b. If grade dictates a siding transition. If this occurs then the area in question must not exceed 18 inches above grade and must be screened by approved landscaping.

4. In multi-building complexes, individual building elements shall incorporate various architectural details, color palettes, or building materials different from the adjacent buildings.

~~H.~~K. Entrances and Porches

Building/development entries shall comply with at least two of the following requirements:

1. At least one main building entry shall face the primary adjacent public street;

2. Building entrances face a courtyard that has a direct and visible connection to an adjacent public street;

3. Building entries are connected to a public sidewalk by walkways that are not routed through a parking lot;

4. The pedestrian entry to the site from the public right-of-way is emphasized with landscaping, special paving, gateways, arbors, or similar features; or

5. No more than one curb cut per 100 feet of frontage. Shared driveways are encouraged.

6. The front entry of any structure shall be emphasized by the use of at least two of the following:

   a. A porch or landing;

   b. Double doors;

   c. A roofed structure such as a portico, awning, or marquee;

   d. The inclusion of side-lights (glazed openings to the side of the door), and transom-lights (glazed opening above the door) in the entry design;

   e. Decorative lighting; or

   f. Enhanced landscaping.

~~I.~~L. **Accessory Elements**

1. **Storage**

   A multi-family project shall provide covered, enclosed, and secure storage areas for bicycles and other belongings that typically cannot be accommodated within individual dwelling units. Storage and other accessory buildings shall be designed with materials and/or architectural elements that are related to the principal building(s).

2. **Trash Receptacles/Dumpsters**

   Dumpsters shall not be allowed in developments or sites with six or fewer dwelling units. Developments or sites with six or fewer units shall provide covered storage for trash receptacles. Such storage shall not be located between any building and the primary adjacent street frontage.

~~J.~~M. **Garages**

1. **Attached or Detached Garages**

   Garage entries and carports shall not be located between a principal multi-family building and a required street frontage, but shall instead be internalized in building groups so that they are not visible from adjacent streets.

2. **Size**

   Garage and carport structures shall be limited to eight spaces per structure to avoid a continuous row of garages. No more than eight garage doors may appear on any multi-family building elevation containing front doors, and the plane of each garage door shall be offset at least two feet from the plane of the garage door adjacent to it.

3. **Design**

   Detached garages and carports shall be integrated in design with the principal building architecture, and shall incorporate similar and compatible forms, scale, materials, color, and details.

4. Parking Structures

Underground parking, structured parking, and parking within, above, or beneath the building it serves are all strongly encouraged for multi-family developments.

5.7.~~7~~6. –Standards for Multi-Family Residential (More Than Five Stories)

All multi-family residential dwellings that are five stories or greater in height shall comply with the development standards for commercial buildings set forth in Section 5.8, *Commercial Building Standards and Guidelines*.

5.12 DISTRICT-SPECIFIC DEVELOPMENT STANDARDS

5.12.1. Single-Family Residential 43 (R1~~SF~~-43)

A. Sidewalks

Sidewalks are not required, but if public sidewalks are provided ~~sidewalks~~ they must meet ADA requirements. Bridle paths, trails, and similar types of improvements are encouraged where appropriate.

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B. Lighting

Street lighting is not required. For safety reasons, lighting may be required at all major intersections. Lighting on private property shall be in accordance with Section 5.10, *Exterior Lighting*.

C. Fencing

Project perimeter fencing shall be required. An open design is encouraged. The design of project perimeter fencing shall be consistent and compatible with all other types of fencing allowed. Perimeter fencing for each lot is optional. Notwithstanding Section 5.4.6, *Fences, ~~Walls,~~ and Screening*, higher fencing in front setback areas may also be allowed if deemed appropriate. ~~Design standards and specifications for fencing are to be included in CC&Rs recorded with the plat.~~

D. Natural Vegetation

All lots containing natural (undisturbed) desert vegetation are not to be graded, disturbed, or cleared beyond the identified building envelope in the initial construction of a subdivision. ~~Regulations on the ongoing use and maintenance of areas containing natural vegetation must be contained in the CC&Rs recorded with the plat.~~

E. Drainage

Natural drainage areas outside of designated building envelopes must be preserved. Care is to be taken when establishing the building envelope to locate outside existing drainage areas. A natural drainage area is within 25 feet of where water collects or drains in the course of a storm event.

5.12.2. Mixed-use Districts

A. General Standards for All Mixed-Use Districts

~~1. **Block Pattern**~~ **NOTE: Moved to Article 6**

~~The layout of any development site five acres in size or larger shall be designed to reinforce a pattern of individual blocks.~~

~~**a.** Blocks shall be designed as an extension of the surrounding neighborhood, aligning with and connecting to adjacent streets and mirroring the scale and orientation of adjacent blocks (for residential areas of the activity center).~~

~~**b.** On large sites or where block consolidation is proposed (by right-of-way abandonment), special consideration shall be given to pedestrian and vehicular circulation patterns and access to surrounding neighborhoods.~~

~~**c.** New development shall establish a regular pattern of blocks to the extent feasible to avoid creating especially large blocks that limit~~

~~pedestrian and vehicular circulation. Maximum block lengths shall be limited to 660 feet x 660 feet. Blocks shall be measured from street edge to street edge, regardless of whether the street is public or private.~~

~~2.~~1. **Streetscape Design and Character**

~~The following standards apply in lieu of the standard City sidewalk requirements.~~

~~a. Public Sidewalks Required~~

~~In order to create an environment that is supportive of transit and pedestrian mobility, public sidewalks shall be provided along both sides of all streets in the mixed-use districts. Such sidewalks shall be at least 16 feet in width and no more than 18 feet in width, unless otherwise approved as part of the design review process. The 16-foot minimum requirement shall apply regardless of the available right of way. Where required, the sidewalk shall extend onto private property to fulfill the 16-foot minimum requirement, with a sidewalk easement provided. Sidewalks shall be organized into two distinct areas: a street tree/furniture area located adjacent to the curb, and a clear area.~~

~~(i)~~ a. **Street Tree/Furniture Area**

The street tree/furniture area shall have a minimum width of six feet (from back-of-curb) and shall be continuous and located adjacent to the curb. The area shall be planted with street trees with a spacing based on the mature canopy width of the tree species selected. The area also is intended for the placement of street furniture including seating, street lights, waste receptacles, fire hydrants, traffic signs, newspaper vending boxes, bus shelters, bicycle racks, public utility equipment such as electric transformers and water meters, and similar elements in a manner that does not obstruct pedestrian access or motorist visibility, and subject to applicable requirements of this Code.

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~~(ii)~~ b. **Clear Area**

The clear area shall be a minimum width of six feet, shall be hardscaped, and shall be located adjacent to the street tree/furniture area. The clear area shall be unobstructed by any permanent or nonpermanent element for a minimum width of six feet and a minimum height of eight feet. Additional sidewalk width located between the clear area and the building may be used for outdoor dining or seating areas.

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~~(iii)~~ c. **Supplemental Zone**

A supplemental zone may be provided at the option of the applicant between the street-facing facade and the required clear area, to provide additional areas for outdoor dining, porches, terraces, landscape and water features, and plazas. A supplemental zone, if provided, may be a maximum of 20 feet deep and may extend up to 30 percent of the linear frontage

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of the development. The supplemental zone shall not provide any parking or vehicle circulation areas.

~~b.~~ d. **Building Placement**

At least 75 percent of the building facade facing a public street shall be brought up to the clear area, or supplemental zone if provided.

~~c.~~ e. **Sidewalk Entries**

Sidewalk entries to buildings shall occur at a maximum of every three ground level units or 75 feet for retail/commercial frontages.

~~d.~~ f. **Utilities**

Transformers, switchgear, and related utility service equipment shall not be located above-ground in pedestrian access easements. Building service panels are to be located on the inside of all buildings.

~~e.~~ g. **Paving**

Paving is intended to highlight or accentuate special areas along the ground plane while at the same time complementing the design of adjacent building and streetscape elements.

~~(i) Crosswalks~~

~~All crosswalks shall be pavers or stamped concrete. Pavers shall be installed over a concrete sub-base, and meet the minimum design rating for heavy vehicular traffic loads. All crosswalk paving shall be approved by the public works department. Property owners are responsible for the cost of crosswalks across private streets only.~~

~~(ii)~~ (i) **Sidewalk Paving**

Sidewalk paving along the mixed-use development primary streets and secondary streets shall include accents areas of pavers or stamped concrete comprising a minimum of 30 percent of the paved walkway surface. All sidewalk paving shall be installed over a subgrade approved by the public works department and shall be maintained by the adjacent property owner.

~~3.~~2. **Minimum Transparency**

~~a. In all mixed-use districts, a minimum percentage of the total area of each nonresidential, street level building facade that abuts a public street, transit corridor or station, plaza, park, or other public space, shall be comprised of transparent window openings to allow views of interior spaces and merchandise, to enhance the safety of public spaces by providing direct visibility to the street, and to create a more inviting environment for pedestrians. Minimum percentages shall vary by location as follows:~~

~~(i) NMU District: 35 percent~~

~~(ii) CMU and RMU Districts: 50 percent~~

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~~b.~~a. ~~A~~For the purposes of the above standard, all percentages shall be measured using elevation views of the building plan and "street level" shall be measured from floor-plate to floor-plate. Glazing on all ground floor windows shall have a minimum Visible Light Transmittance of 0.65 and a maximum Visible Light Reflectance of 0.2, and black or mirrored glass is prohibited.

~~c.~~b. ~~Glazing required by this Code should be concentrated in areas of high pedestrian activity and, to maximize energy efficiency, should be used in conjunction with shade features required and encouraged by this Code, including awnings, shaded sidewalks, deeply recessed windows, and covered porches or arcades.~~

~~d.~~c. ~~Transparent glazing required by this Code shall be maintained without interior or exterior obstructions that substantially limit visibility, including, but not limited to, window signs, interior shelving, or window coverings (except window blinds) during hours of business operation. This section shall not apply to signage, shelving, displays, or the like, set back at least three feet from the glazing surface.~~

~~4.~~3. Pedestrian Amenities

In all mixed-use districts, ground-floor facades that face public streets or other public areas (e.g., outdoor gathering spaces, parks or open space, parking areas) shall incorporate pedestrian-oriented design features along no less than 60 percent of their horizontal length. Pedestrian-oriented design features may include arcades, display windows, entryways, awnings, or other features approved by the Director. Shaded sidewalks required by this Code that are part of the building design may be credited toward this standard, as well.

~~5. Mix of Uses Encouraged~~

~~A diverse range of commercial, office, residential, and civic uses is desired within the mixed-use districts. The appropriate mix of uses for each district will vary by its location, size, and the surrounding development contexts. Generally, larger sites located in areas where higher levels of activity are desirable should have a greater mix of uses than smaller sites.~~

~~6.~~4. Ground-Floor Uses

a. Intent

The incorporation of commercial uses such as retail shops and restaurants at the street level is strongly desired within the mixed-use districts to promote a more active environment for pedestrians and support residential and office uses located within the same building (on upper floors) or nearby.

b. Standards

(i) Location

Commercial uses shall be concentrated adjacent to transit stops, major public spaces, and in other areas where a high level of pedestrian activity and visibility is desirable. If a limited portion

of a structure's ground level will be devoted to commercial space, such space shall be located along those facades adjacent to or most visible from transit corridors, primary street frontages, or major pedestrian walkways.

~~(ii) Design and Use of Commercial Space~~

~~Although the ground-floor commercial spaces may be used for residential units/office use, they should be designed for easy conversion to retail/commercial uses and shall be constructed to commercial standards. Where provided, ground-floor area for nonresidential uses shall be constructed to nonresidential construction standards to a depth of a minimum of 30 feet. Leasing offices, fitness centers, and related accessory uses in residential developments may count toward meeting this requirement.~~

~~(iii) Parking Structures~~

~~Within the mixed-use districts, parking structures shall be wrapped by retail, office, or residential uses along at least 60 percent of the ground-floor street frontage on all public and private streets.~~

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~~7.~~5. Residential Uses

Residential uses shall be incorporated within a mixed-use development to be visually and/or physically integrated with nonresidential uses. This shall be achieved by ensuring that residential uses meet at least two of the following:

a. Residential uses are vertically located above street-level commercial uses;

b. Residential uses are horizontally integrated into site development to provide a transition between the highest intensity uses within the center or development and the adjacent neighborhood;

c. No internal block walls are used that separate residential and nonresidential uses from each other; and

d. A pedestrian circulation system (i.e., sidewalks, crosswalks, trails, etc.) is provided that reduces conflict between pedestrian and vehicular movements and increases pedestrian activity between residential and nonresidential uses.

~~8.~~6. Parking Standards for Mixed-Use Districts

The purpose of parking area requirements is to ensure that the parking areas themselves are not the dominant feature of the mixed-use development. These requirements severely restrict on-site surface parking (other than incidental parking in association with residential development leasing offices, or head-in or parallel spaces to support retail uses) and encourage physical consistency throughout the development, including the appearance of parking garages. In all mixed-use districts, the following standards apply:

a. Allowable Parking

Parking areas shall be limited to structure or below-grade with the exception of on-street parking and minimal surface parking areas to support retail uses or stand-alone restaurants. On-street parking shall not be designated per individual business or occupancy but may count toward the minimum parking requirements for the entire structure along the adjacent frontage. Parallel parking, head-in parking along streets, and/or minimal surface parking is permitted subject to approval through the site plan or development plan process.

b. Parking Location

Off-street parking is prohibited between the principal street and the corresponding street-facing facade line.

c. Parking Lot Screening

In all mixed-use districts, all surface parking lots adjacent to a public street shall be screened using one of the following methods below:

(i) An perennial~~informal~~ hedge at least three feet in height at maturity consisting of a double row of evergreen shrubs planted three feet on-center in a triangular pattern; or

(ii) Berming of the grade to at least 2 ½ feet in height above the finish grade of the parking lot, and with slopes no greater than 2:1. Slopes shall be covered with shrubs spaced a maximum of three feet on center; or

(iii) A masonry wall no less than 3½ feet in height.

~~9.~~7. Driveways

Like parking garages, driveways are not intended to dominate the streetscape of a ~~transit oriented~~ development. These requirements are intended to promote pedestrian-oriented design that minimizes conflict with vehicular uses. Curb cuts shall be limited as per the Engineering Design Standards (EDS). Requests for additional curb cuts beyond this amount will be reviewed and determined based on demonstrated need and safety considerations.

~~10.~~8. Material and delivery loading areas

Material and delivery service areas, while necessary, are to be screened as completely as possible from the adjacent streets. Placement: The placement of loading or service areas shall be subject to approval as part of the site plan or development plan. Refer to Section 5.6.

B. Additional District-Specific Standards for the NMU Neighborhood Mixed-Use District

The following district-specific standards apply to all development in the NM district.

1. Building Footprint

Establishment of single-tenant nonresidential buildings exceeding 5,000 square feet and multiple nonresidential tenant buildings exceeding 15,000 square feet shall require a conditional use permit.

2. No Park/Drive Zone

Parking, drive aisles, and/or drive throughs shall not be permitted between the building and front/corner yard landscape buffer on the side.

C. Additional District-Specific Standards for the CMU, ~~and~~ RMU ~~Regional~~, and IMU, Mixed-Use Districts

The following district-specific standards apply to all development ~~in the CMU and RMU districts~~.

1. Outdoor Gathering Areas and Pedestrian Amenities

a. All site plans five acres in size or larger shall devote a minimum of two percent of the net site area to one of the following types of outdoor gathering spaces or pedestrian amenities:

(i) A landscaped private common open space for use of the residents, employees, and visitors to the development;

(ii) A playground, patio, or plaza with outdoor seating areas, provided such feature has a minimum depth and width of 10 feet and a minimum total area of 300 square feet. The area shall include pedestrian amenities to support these places as gathering areas; or

(iii) A combination of the above-listed amenities.

b. To the maximum extent feasible, where significant natural and scenic resources exist on a site, the developer shall give priority to their preservation as an outdoor gathering area to fulfill the requirements of this section.

c. The following shall not be counted towards the requirements of this section:

(i) Private yards;

(ii) Public or private streets or rights-of-way; and

(iii) Parking areas and driveways for dwellings.

(iv) Outdoor gathering areas shall be located so as to be readily accessible and useable by residents of or visitors to the development.

5.12.3. Office

Any retail use may be located in the PO district only within a building that also contains permitted and related non-retail uses. Such retail uses shall be limited to 30 percent of the gross floor area of the building. No outdoor storage or merchandise display is allowed.

~~**5.12.4. Community Master Plan and Planned Area Development Overlay Districts**~~

~~The requirements of the general zoning district(s) in which the property is located shall remain applicable within the CMP or PAD overlay district, except as modified within the approved CMP/PAD approval. In no case may a CMP or PAD approval be allowed to modify the following standards, except as may be approved through a variance or minor modification.~~

~~A. Section 5.2.3, *Hillside*~~

~~B. Section 5.2.4, *Protection of Native Plant Species within Pristine or Environmentally Sensitive Areas*~~

5.12.~~4~~5. Downtown[1]

The purpose of the Downtown Overlay is to preserve and enhance Buckeye's unique rural downtown historic character. The overlay also protects the identity of a downtown main street, by developing standards and creating allowances that promote a downtown to be an economically viable part of the City by encouraging revitalization with new commercial and residential infill development. Downtown Buckeye reflects a pedestrian and mixed use area that is supported by a Governmental Center.[2]

A. Downtown Boundary

The Downtown Area is shown on the "City of Buckeye Downtown Boundary Map." The boundaries of the Downtown Area are generally bounded by Miller Road on the west, Maricopa Road on the north, 239th Avenue on the east and Irwin Avenue/Beloat Road on the south.[3]

The Downtown boundaries are designated in two areas, Area I and Area II. Area I is intended to be the core area where most of the new standards and allowances in this Section occur. Area I is centralized around the "Monroe Avenue Corridor" (located between Miller Road and 9th Street on Monroe Avenue) and many of its directly adjacent commercial and residential uses. Area II was also considered to be part of the original core area or a gateway into the core area of the City. Since Area II is located on the outskirts of the "Monroe Avenue" Core it was not given as many allowances.

B. Signage

Signs are an essential element that defines the character of a Downtown Area. They are the initial communication between a business and a customer. As such, they must be attractive, easy to read and ~~compliment~~complement the architecture of the building, while providing adequate identification of the business. The City's desire is to encourage unique and distinctive signage Downtown which may not be found or allowed in other areas.

1. Standards and Guidelines-General

The following types of signage shall be permitted pursuant to the issuance of a Sign Permit and compliance with the established standards and guidelines.

a. General

(i) Encourage the use of signs that reflect the pedestrian scale of downtown.

(ii) Signage should have the capability of being illuminated in the evening, although the source of light must be hidden or shielded from the direct view of motorists or pedestrians. However, neon, LED and digital signs are allowed.

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[1] ORD. 19-12; 10/16/2012

[2] This overlay is adopted pursuant to A.R.S. Section 9-462.01(D), as an "overlay zoning district" that includes regulations that modify and not replace the existing zoning district regulations currently applicable to the properties within the overlay.

[3] Boundaries established by ORD. 19-12, 10/16/2012

(iii) A sign's letters should not appear to occupy more than 75% of the sign panel area.

(iv) Building numbering is required and the location and size shall be approved by the Fire Department.

(v) Each business area shall be permitted a sign area of 32 square feet.

(vi) Signage will not be located in any sight lines.

b. Freestanding/Monument Signs ***(See Table 5.12-1: Maximum Size Allowed for Freestanding Signs in Downtown)***

(i) Must be located within the front setback and must be at least five feet from the building.

(ii) Must be at least five feet from the property line and not blocking any site visibility lines.

(iii) The height must not exceed the height of the principal structure.

(iv) An architectural enhanced base is required for monument signs.

(v) Sign area is calculated by sign panel or copy area, architectural embellishments will not be calculated as part of the sign area.

TABLE 5.12-1: MAXIMUM SIZE ALLOWED FOR FREESTANDING SIGNS IN DOWNTOWN

Uses	Maximum Sign Height (Feet)	Maximum Sign Area (Square Feet)
Multi-family /Office	6	20
Single-tenant commercial Mixed-use Religious Assembly	8	32
Multi-tenant commercial	12	48

c. Wall Signs

(i) Rectilinear box wall cabinet signage is prohibited. Individual pan-channel letter signs, metal, wood, etc. signs are allowed.

(ii) Wall Signs shall fit proportionally with building massing and architectural features of the elevation.

(iii) Wall Signs Facing Residential Uses. Wall Signs on building elevations abutting property designated for residential use in the General Plan shall:

(1) Not be illuminated

(2) Not exceed 6 square feet in area

d. Awning Signs

(i) Locate signage text on the valance of the awning or the edge of the canopy.

(ii) Shall not obstruct sidewalks, required accessible paths of travel, or the visibility of other signs.

e. Window Signs

(i) Web addresses and telephone numbers are encouraged on windows.

(ii) Paint on windows shall be prohibited except during the promotion of temporary holiday events/sales.

(1) The painted signs are limited to 30 days at a time with 15 days between promotions and shall not be painted more than 180 days a year.

(iii) Letter height on window signage is recommended to be a minimum of six inches tall.

(iv) Window signage is allowed to cover up to 25 percent of the total window area on the building.

(v) Select a letter color that is in high contrast from shadows created by the store display.

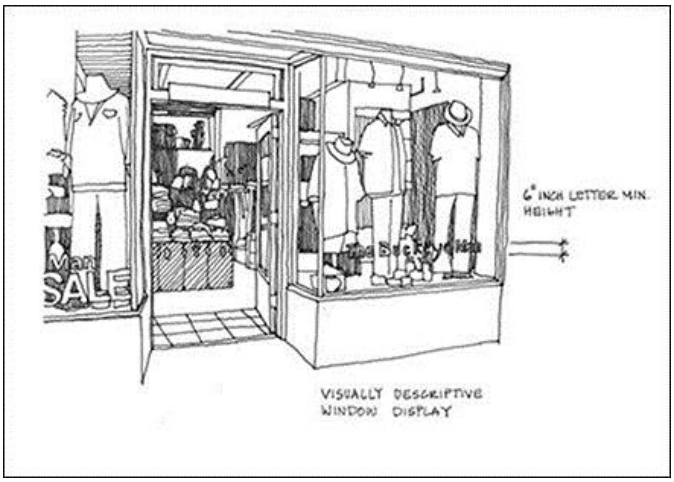

Figure 5.12-A: Window Signage

f. Home Occupation Signs *(See Table 5.12-2: Extended Table of Home Occupations Downtown)* in conjunction with Section 10.3.4, shall allow for a non-illuminated sign not to exceed three square feet.

(i) The design and placement shall be approved by the Development Services Department.

(ii) A three square foot sign can be attached to the primary residence, or

(iii) A three square foot monument sign can be placed on the property perpendicular to the ROW, as long as the sign including the base is not taller than three feet.

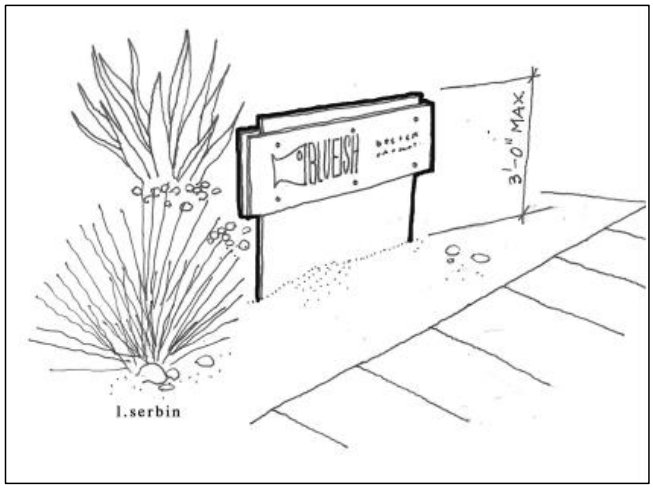

Figure 5.12-B: Home Occupation Sign

2. Signage- Area I

a. Roof Mounted Signage

(i) Permitted along Monroe Avenue.

(ii) Cannot not extend more than six feet above the roofline.

(iii) A height greater than six feet can be approved by the Director taking in consideration the height of the pre-existing historic sign.

b. Monument signs can be located on the property line with the Director's approval.

c. Temporary Signs

d. Allow use of sandwich or "A-frame" signs during regular business hours without a temporary sign permit.

(i) On-Site A-Frame Signs

(1) Placement must allow for a minimum 3 foot pedestrian pathway to/from all building entrances and exits.[4]

(2) Shall not exceed 4 feet in height and 3 feet in width.

(3) Shall be constructed of durable materials with a stable, weighted base.

(4) Shall be limited to one per business or tenant per public street frontage.

(5) Shall not be illuminated or animated in any way.

[4] ORD. 18-17; 07/05/2017

(6) Except as otherwise specified in this Section, A-frame signs shall only be displayed during normal business hours of operation.

(7) Shall not be placed upon, affixed or attached to any object, including, but not limited to, light poles, trees, traffic signals, benches, tables, street signs, fencing, or bike racks.

(ii) Off-Site A-frame Signs

A-frame signs may be placed off-site if all of the following standards are met:

(1) Must obtain written approval of the property owner of record for the property where the sign is to be located.

(2) A site plan or illustration depicting the location of the off-site A-frame sign must be submitted and approved by the City prior to the placement of the sign.

e. Suspended Signs

(i) Buildings with a front setback of zero to 10 feet are encouraged to have double-sided attached perpendicular signs.

(ii) The bottom of the sign must have seven feet of clearance.

(iii) Symbolic and historic three-dimensional signs such as barber shop poles and appropriately-sized projecting signs are allowed.

(iv) Creatively shaped signs are encouraged.

(v) Suspended Signs are not included in the total allowable business sign area.

C. Lighting

Lighting in the downtown should serve to illuminate façades, entrances and signage and provide an adequate level of personal safety while enhancing the aesthetic appeal of the buildings. The following lighting is allowed in the downtown area:

1. Standards and Guidelines- General

a. Shielded Security Lighting is required along service entrances and along alleys for all commercial buildings.

b. Ornate or accent lighting that enhances the building or property is encouraged.

c. Roof mounted sign may only be illuminated internally or with down lighting.

d. "Shoebox" site lighting is prohibited. Site lights need to be architecturally sensitive to the building architecture.

e. Lights may not be exposed beyond the lighting array

f. Buildings on a zero foot setback will be allowed to have down lighting spillover the property.

g. Lighting under covered awnings or arcades is required.

h. All lighting must be in accordance with ARS § 49-1101 et seq.

D. Building Materials

Building materials and color should help establish a human scale and provide visual interest. The predominant color should be respectful to the architectural style of the building and compatible with buildings in the Downtown District. These materials are listed in addition to Section 5.8.3 F.

1. Standards and Guidelines- General

General Materials should appear similar to those used historically. Appropriate building materials include, but are not limited to:

a. Primary Building Materials:

(i) Smooth Stucco

(ii) Brick

(iii) Striated Brick (raked or directional grain brick)

(iv) Adobe Block

(v) Integral Colored Concrete Masonry Unit (CMU)

(vi) Terra cotta

(vii) Architectural Cast Concrete

b. Secondary or Accent Materials (not to be used for more than 20 percent of the building façades)

(i) Steel

(ii) Standing Seam Metal

(iii) Stamped Metal

c. Transparency

(i) On properties with direct frontage on either Monroe Avenue and/or 4th Street or separated from either street by undeveloped strips of land with a depth of twenty (20) feet or less, On all properties within the Downtown Core, as illustrated on Figure 3.1 (Long-Term Future Land Use Framework Plan) of the Buckeye Downtown Specific Area Plan, building facades facing either street must consist of transparent glazing for at least 50 percent of the ground floor wall area between two and 10 feet above grade, and for at least 35 percent of the wall area of upper floors. If a single-story building has a façade taller than 20 feet, the façade area above 15 feet shall consist of transparent glazing for at least 35 percent of the wall area of the portion greater than 15 feet.

(ii) Excluding those properties covered in item (i) above, for all other properties in the Downtown Activity Center, building facades facing a public street must consist of transparent glazing for at least 30 percent of the ground floor wall area between two and 10 feet above grade, and for at least 20 percent of the wall area of upper floors. If a single-story building has a façade taller than 20 feet, the façade area above 15 feet shall consist of transparent glazing for at least 20 percent of the wall area of the portion greater than 15 feet.

2. Building Colors-

a. Primary colors or other brilliant colors are to be only used as an accent on the building or for corporate logo colors.

b. No more than 10 percent of any commercial building façade shall use primary (red, yellow or blue) or other brilliant non-earth tone paint color.

c. No commercial building may use paint colors with a Light Reflective Value (LRV) greater than 60 percent.

d. Fluorescent colors are prohibited.

E. Building Orientation

On all properties within the Downtown Core, as illustrated on Figure 3.1 (Long-Term Future Land Use Framework Plan) of the Buckeye Downtown Specific Area Plan, shall be designed to accommodate primary customer access from the adjacent public sidewalks. Buildings which feature a dual orientation where customers can access the building/business from the public sidewalk as well as on-site parking, behind, are also supported.

~~E.~~**F. Landscape/ Shading**

Plants serve multiple purposes and improve the aesthetics of an area by providing color, texture, and visual interest. Plants also assist in defining spaces and compliment building architecture. Landscaping/shading treatments should be used to enhance the pedestrian experience and compliment architectural features.

1. Buildings with a 0-foot front setback have no minimum landscape requirement.

2. Unless existing site conditions limit on-site landscaping, all property must meet the standards provided in Section 5.4.3 Landscaping Required of this Code.

3. On all properties within the Downtown Core, as illustrated on Figure 3.1 (Long-Term Future Land Use Framework Plan) of the Buckeye Downtown Specific Area Plan,, awnings, canopies and/or covered arcades are required on street-adjacent sides of a building, to extend at least 50 percent of the length of the building. For all other locations within the downtown, awnings, canopies, and/or covered arcades are encouraged. An awning or covered arcade may be allowed in public right-of-way with an encroachment permit.

a. Awnings and canopies must have a minimum 5 foot projection from the building and a maximum of 10 feet unless additional projection is required to cover the adjacent public sidewalk

b. Covered arcades and covered walkways must extend to the edge of sidewalk on buildings with a 0 foot setback.

~~**3.** Shade structures, awnings, canopies and covered arcades are encouraged. A shade structure, awning or covered arcade may be allowed in public right-of-way with a proper encroachment permit.~~

~~**a.** Awnings and canopies must have a minimum 3 foot projection from the building and a maximum of 6 feet.~~

~~**b.** Covered arcades and covered walkways must go to the edge of sidewalk on buildings with a 0 foot setback.~~

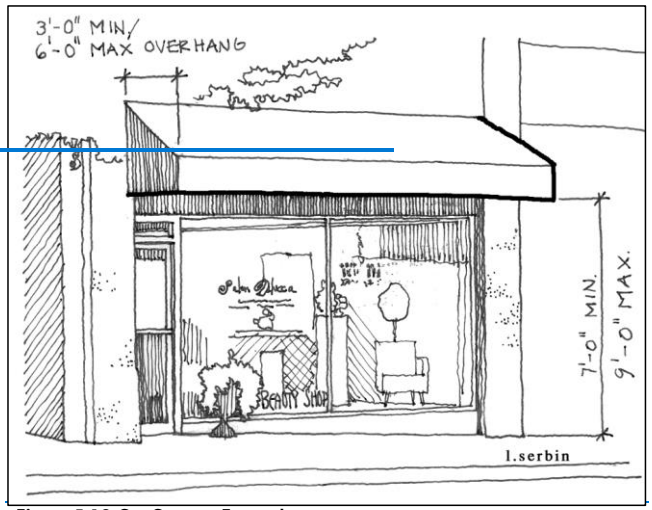

Figure 5.12-C: Canopy Example

~~F.~~G. Screening

Screening of mechanical equipment is used to keep an area aesthetically appealing to residents and visitors of domiciles and businesses. The downtown area has a mix of uses with no traditional suburban-style development buffering. This unique situation makes the need for screening mechanical equipment from the public view essential to this area.

1. Utility areas and mechanical equipment should be located so that they do not detract from the aesthetic appeal of the district.
2. Whenever practicable, relocate or screen outdoor utilities and mechanical equipment from public view from adjacent streets. If the screening detracts from the architecture of the building or aesthetics of the area, a waiver of this requirement may be issued by the Development Services Director.
3. Landscape screening is acceptable.
4. Consider the impact of fencing and walls on adjacent commercial to residential properties.

~~G.~~H. Setbacks

The downtown area is comprised of many different plats and lots. Some of the plats had implied setbacks and others had recorded standards. Some of the commercial buildings were developed by standards of the time. Due to pre-existing conditions, there is no uniform standard for commercial or residential setbacks.

Commercial

Traditional commercial setbacks in a downtown area range from 0 to 15 feet encompassing an entry treatment for the business establishment. The current

development code primarily addresses only strip-center or pad type of development with setbacks large enough to allow parking along street frontages. This approach is counter-productive in a downtown setting.

a. On all properties within the Downtown Core, as illustrated on Figure 3.1 (Long-Term Future Land Use Framework Plan) of the Buckeye Downtown Specific Area Plan, the maximum building setback shall be 8', except that restaurants and similar uses that provide integrated space for outdoor dining may be set back up to 30 feet if the outdoor dining area extends from the front face of the building to within 8' or nearer of the street adjacent property line. In instances where a Public Utility Easement (PUE) is provided directly adjacent to street, the maximum building setback can be increased to 12 feet to allow for provision of landscaping by the Development Services Director or their designee.

b. For all other commercial properties within the Downtown Activity Center, the maximum building front setback for commercial buildings is calculated using the average of the two adjacent building front setbacks.

~~Traditional commercial setbacks in a downtown area range from 0 to 15 feet encompassing an entry treatment for the business establishment. The current development code primarily addresses only strip-center or pad type of development with setbacks large enough to allow parking along street frontages. This approach is counter-productive in a downtown setting.~~

~~a. Maximum building front setback is calculated using the average of the two adjacent building front setbacks.~~

Residential

Design setbacks to reflect the existing streetscape including the location of other buildings on the block. An appropriate setback can be determined by drawing an imaginary line along the front facades of the buildings on a block. Unlike a more suburban setting, the primary building facades should be located parallel to the street. Please refer to ~~*Section*~~ *Figure 5.7-A Residential Infill.*

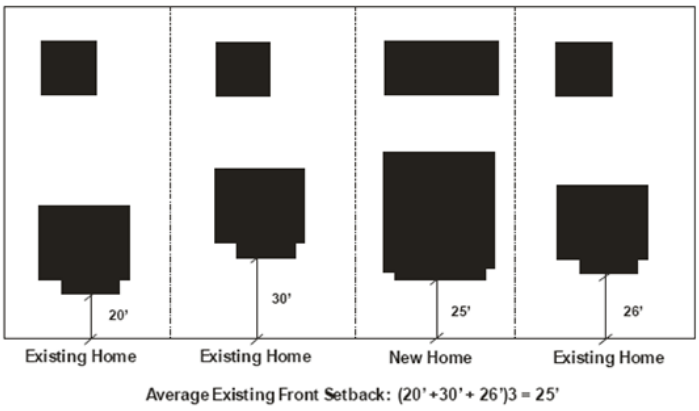

Figure 5.7-A: Example of Contextual Front Building Setback

~~H.~~I. Parking

The downtown area does not have contemporary suburban commercial and residential development. In an area that has established uses, not every commercial building has available space for parking. What makes downtown unique is the availability of on-street and common off-street public parking and pedestrian activity.

1. If on-site parking is utilized, the parking shall be designed to the rear or sides of the building. Parking within a front setback area shall be prohibited.
2. If traditional parking is not feasible, please refer to Section 5.6.7B Parking Alternatives of this Code.
3. Sole on-street parking may be utilized.

J. Use-Specific Requirements

1. Multi-Family Dwellings

a. On all properties within the Downtown Core, as illustrated on Figure 3.1 (Long-Term Future Land Use Framework Plan) of the Buckeye Downtown Specific Area Plan, multi-family residential uses (including leasing offices and ancillary resident spaces such as fitness centers), where permitted, may not occupy more than 40 percent of the linear frontage of any building façade directly adjacent to 4th Street or Monroe Avenue, if applicable.

b. There shall be no restriction on ground floor multi-family use of any building facades not facing 4th Street or Monroe, or any limitation on use of upper floors for multi-family residential use.

2. Drive-through uses

a. Where permitted, any proposed/new drive-through use must be located a minimum of 1,320 feet of the nearest existing drive-through on the same side of the street, measured from nearest building wall to nearest building wall.

b. No parcel to be developed with a drive-through use shall share a property line with a parcel developed with a single-family residence.

c. A business' drive-through is to be visually minimized. The design focus of any business with a drive-through must first be on accommodating pedestrians utilizing the adjacent public sidewalk. From the perspective of the adjacent street, it should not be readily apparent that the business features a drive-through component.

d. No drive-through lane or drive aisle may be located between the building's front, street-facing façade and the public sidewalk.

e. All drive-through menu boards, speaker boxes, or other features inherent to drive-through uses must be fully screened from adjacent streets.

3. Mini-Storage and Gas Station Uses

a. Where permitted, any proposed/new mini-storage facility or gas station within the downtown overlay must be separated from the nearest existing storage facility or gas station by a minimum of 2,640 feet, measured from nearest property line of the proposed use to the nearest property line of the closest existing use.

b. The 2,640-foot separation requirement is inclusive and applies to gas stations from other gas stations, gas stations from mini-storage facilities, and mini-storage facilities from other mini-storage facilities.

c. The required separation applies to any proposed/new gas station or mini-storage facility within the downtown overlay from any other existing mini-storage facility or gas station, whether located within or outside of the downtown overlay. Conversely, proposed/new gas stations or mini-storage facilities located outside of the downtown overlay are not required to meet this minimum separation requirement.

4. Outdoor Dining

a. Any building constructed prior to January 1, 2024, shall maintain a minimum 6-foot-wide continuous sidewalk free from any seating, furnishings, or other obstructions adjacent to any street frontage.

b. Any building constructed after January 1, 2024, shall maintain a minimum 10-foot-wide continuous sidewalk free from any seating, furnishings, or other obstructions adjacent to any street frontage.

c. Required sidewalk width may be located within the public right-of-way, on private property within a dedicated sidewalk easement, or a combination of both.

K. Conversion from Single Family Dwelling to a Commercial Use

The downtown area has residential homes that currently have commercial zoning. The downtown area also encourages adaptive reuse. This means that the need for converting residential uses to commercial uses is present and will need guidelines and regulations.

1. Locate parking off-site. If parking is necessary on-site, it must be located in the rear or sides only.

2. On-site parking should be screened from adjacent residential properties.

3. Landscape area in the interior of the lot as well as the street frontage shall be in conformance to Section 5.4.3 Landscaping Required.

4. Create a pedestrian walkway or corridor from the parking area to the building entrance using a change in material.

TABLE 5.12-2: EXTENDED TABLE OF HOME OCCUPATIONS IN DOWNTOWN
P=Permitted C=Conditional

Use Category	Use Type	Area 1	Area 2
Food Service	Baked Goods or prepared Meals (Delivery or Pick-up)	**C**	**C**
Personal Services	Massage Therapy	**P**	**P**
	Naturopathic Medicine	**P**	**P**
	Chiropractor/Acupuncture	**P**	**P**

TABLE 5.12-2: EXTENDED TABLE OF HOME OCCUPATIONS IN DOWNTOWN P=Permitted C=Conditional			
Use Category	**Use Type**	**Area 1**	**Area 2**
	Personal Training	**P**	**P**
	Palm Reading/ Fortune Telling	**P**	**C**
	Tutoring	**P**	**C**
	Music Lessons	**P**	**C**
Retail	Web Based	**P**	**P**
Office	Personal Office	**P**	**P**
Visitor Accommodation	Bed and Breakfast	**P**	**-**
Services	Art Studio	**P**	**C**
	Music Studio	**P**	**C**
	Custom Wood-working	**C**	**C**

I. Conversion from Single Family Dwelling to a Commercial Use

The downtown area has residential homes that currently have commercial zoning. The downtown area also encourages adaptive reuse. This means that the need for converting residential uses to commercial uses is present and will need guidelines and regulations.

1. Locate parking off site. If parking is necessary on site, it must be located in the rear or sides only.
2. On site parking should be screened from adjacent residential properties.
3. Landscape area in the interior of the lot as well as the street frontage shall be in conformance to Section 5.4.3 Landscaping Required.
4. Create a pedestrian walkway or corridor from the parking area to the building entrance using a change in material.

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Personal Services	Massage Therapy	P	P
	Naturopathic Medicine	P	P
	Chiropractor/Acupuncture	P	P
	Personal Training	P	P
	Palm Reading/ Fortune Telling	P	C
	Tutoring	P	C
	Music Lessons	P	C
Retail	Web Based	P	P
Office	Personal Office	P	P
Visitor Accommodation	Bed and Breakfast	P	-
Services	Art Studio	P	C
	Music Studio	P	C
	Custom Wood-working	C	C

2

ARTICLE 6: LAND SUBDIVISION
Previous sections not included in TA update

6.3 DESIGN STANDARDS

6.3.1. Minimal Standards

The design standards in this Article are minimum standards. The City, at its discretion, may impose more restrictive standards when it finds that they are necessary to preserve and protect public health, safety, and welfare.

6.3.2. Compliance with Adopted Plans and Development Code

All subdivisions shall comply with all other applicable zoning, design, and development regulations set forth in this Development Code, the Buckeye General Plan and all other adopted city plans, including but not limited to:

A. Area Plans;

B. Specific Plans;

C. Community Master Plans and Planned Area Developments;

D. Transportation and Transit Plans; and

E. Parks, Trails, Recreation, and Open Space Plans.

6.3.3. Suitability for Subdivision

Land subject to hazardous conditions such as floods, mud flows, rock falls, possible mine subsidence, mine shafts, shallow water table, open quarries, and polluted or non-potable water supply shall be identified and shall not be subdivided until the hazards have been mitigated or will be mitigated by the subdivision and construction plans.

6.3.4. Streets

All public and private streets shall comply with the City of Buckeye Standard Engineering Specifications and Section 5.5.3, *Streets and Vehicular Circulation*, and in addition shall comply with the following standards.

A. Coordination of Streets

1. All new streets shall intersect with surrounding existing streets at safe and convenient locations. All street~~s~~ classifications shall connect with surrounding streets where necessary to allow convenient movement of traffic and reasonable access for emergency vehicles, but connections shall not be permitted where the effect would be to encourage the use of such streets by cut-through traffic.

2. When connections to surrounding streets are proposed or required by the City, public right-of-way shall be dedicated and streets developed to existing paved rights-of-way.

3. The City may also require temporary hammerheads or turnarounds to be constructed for temporary cul-de-sacs between development phases.

B. Street Intersections

1. Streets shall intersect as nearly as possible at right angles, and no more than two streets may intersect at any one point.

2. Street jogs with centerline offsets less than 250 feet are not permitted along any street where interlocking left turns will occur. Offsets as small as 135 feet are allowed on local residential streets and on minor collector and local commercial and industrial streets where interlocking left turns will not occur.

C. Street Design Standards

1. Streets shall be related appropriately to expected use. Streets shall be designed as set forth in the City of Buckeye Engineering Design Standards (EDS) and as warranted by an approved Traffic Impact Analysis.

2. Streets constructed according to the City of Buckeye Standard Engineering Standards shall provide a standard curb, gutter and sidewalk.

3. Other suitable designs and materials may be approved for the construction of streets, curbs and sidewalks when in the opinion of the Planning Commission, such methods would be more environmentally desirable or more in keeping with the design of the development or neighborhood.

4. Collector Streets, Minor Arterial Streets, and Major Arterial Streets shall have a landscaped median as determined by the City.

D. Bridges

All bridges shall be constructed according to applicable Arizona Department of Transportation and City standards.

E. Fire Hydrants

1. Every new development (subdivided and unsubdivided) that is served by a public water system shall include a system of fire hydrants which are constructed according to MAG standards.

2. The Fire Chief shall determine the precise location, number and type of all hydrants depending on the location, building size, density and lot size of the subject development.

3. Water lines that serve hydrants shall be at least six (6) inch diameter, and unless no other practicable alternative is available, no such lines shall be dead-end lines.

F. Lighting Requirements

1. All on-site exterior lighting shall comply with the requirements of Section 5.10, Exterior Lighting.

2. All streets, sidewalks and other common areas or facilities in subdivisions created after the effective date of this Development Code shall be sufficiently illuminated to ensure the safety and security of persons and property.

3. All driveways, pedestrian and bicycle paths, parking areas, and other improved common areas located in or adjacent to new development shall be sufficiently illuminated to ensure the security and safety of persons and property.

4. Street lighting improvements shall be in accordance with the City of Buckeye Engineering Standards.

G. Street Naming

1. Continuation of Existing Names

The subdivider shall indicate the street name for public streets on the preliminary plat by projecting existing Phoenix north-south and east-west street grid names that fall in alignment. Where no current streets are in alignment, the subdivider may propose a name based on the MAG or City street naming policy. All names are subject to final approval by the City.

2. Sign Posts

Street sign posts shall be placed at all street intersections by the subdivider and shall be in place when street paving is complete. Specifications for design, construction, location, and installation shall be in accordance with City Engineering Design Standards (EDS).

6.3.5. Blocks

A. Block Length

Residential blocks shall not be less than 300 feet nor more than 660 feet in length. The City may approve a longer block length when necessary to accommodate natural features such as steep slopes or washes (i.e.,

environmentally sensitive lands, low density residential development, or golf course communities, pedestrian linkages).

B. Block Arrangement

Blocks shall have sufficient width to provide for two tiers of lots of depth meeting the minimum requirements of this Development Code, except where lots back onto a collector or greater street, natural feature, or subdivision boundary, or where lots face an approved loop road or cul-de-sac (See Figure 6.3-A.).



Figure 6.3-A: Example Block Arrangement

C. Mixed Use Districts General Standards (NOTE: moved from Article 5)

1. Block Pattern

The layout of any development site five acres in size or larger shall be designed to reinforce a pattern of individual blocks.

a. Blocks shall be designed as an extension of the surrounding neighborhood, aligning with and connecting to adjacent streets and mirroring the scale and orientation of adjacent blocks (for residential areas of the activity center).

b. On large sites or where block consolidation is proposed (by right-of-way abandonment), special consideration shall be given to pedestrian and vehicular circulation patterns and access to surrounding neighborhoods.

c. New development shall establish a regular pattern of blocks to the extent feasible to avoid creating especially large blocks that limit pedestrian and vehicular circulation. Maximum block lengths shall be limited to 660 feet x 660 feet. Blocks shall be measured from street edge to street edge, regardless of whether the street is public or private.

2. Public Sidewalks Required

The following standards apply in lieu of the standard City sidewalk requirements.

a. In order to create an environment that is supportive of transit and pedestrian mobility, public sidewalks shall be provided along both sides of all streets in the mixed-use districts.

b. Such sidewalks shall be at least 16 feet in width and no more than 18 feet in width, unless otherwise approved as part of the design review process. The 16-foot minimum requirement shall apply regardless of the available right-of-way.

c. Where required, the sidewalk shall extend onto private property to fulfill the 16-foot minimum requirement, with a sidewalk easement provided.

d. Sidewalks shall be organized into two distinct areas: a street tree/furniture area located adjacent to the curb, and a clear area.

6.3.6. Lots

The design and layout of lots shall be dependent upon topography, natural vegetation, soil conditions, drainage, and abrupt changes in land use, heavy street traffic or other conditions.

A. The lot arrangement shall be such that there will be no foreseeable difficulties in obtaining a building permit or in providing driveway access to buildings on such lots from an approved street.

B. Double frontage, reversed frontage, flag, or other odd shaped lots are to be avoided.

C. Corner lots shall be larger than other lots in the same area to provide additional buffering area. Alternatively, a tract may be provided to accommodate corner lot buffering.

D. Lots shall be so placed as to provide positive drainage away from all buildings.

E. Lots should be so configured to face as many as possible in a north/south direction.

F. Lot widths on cul-de-sacs shall be measured as the distance in a straight line, between the side lot lines at the points of intersection with the front setback line.

6.3.7. Easements

A. The width, location, and purpose of all easements shall be provided on the final plat.

B. Utility easements shall be located to the front of lots where practicable.

C. Drainage easements shall be provided for the retention of drainage from subdivision streets. Drainage shall not be shed to adjoining right-of-way.

D. Natural drainage easements are encouraged to preserve washes and streams. Easements should include 25 feet of area on either side of a natural drainage area.

E. The private maintenance of all easements shall be provided for in the recorded CC&Rs for the subdivision.

F. Landscaping shall be provided by the developer or designee for all easement areas. Maintenance of the easement landscaping shall be provided for in the recorded CC&Rs for the subdivision.

G. Developers shall dedicate a Vehicular Non-Access Easement to the rear or side of any lot adjacent to open space or right-of-way.

H. Temporary construction easements (TCEs) are to be provided as necessary.

Next sections of Article 6 not included in the TA changes

ARTICLE 7: REVIEW AND DECISION-MAKING BODIES

7.1. PURPOSE

This Article identifies the roles, duties, and responsibilities of elected officials, commissions, referral agencies, consultants acting in the role of staff, and City staff in the administration of this Development Code.

7.2. APPOINTED DECISION-MAKING BODIES GENERALLY

7.2.1. Commission Appointment and Confirmation

Appointments to commissions and other bodies within the scope of this Development Code shall be made and confirmed by the City Council in accordance with the rules adopted by the City Council.

7.2.2. Conduct of Appointed Bodies

This Section contains procedures that are common to all appointed commissions and other bodies with review and/or decision-making responsibilities under this Development Code.

A. Absence of Member

Any member of an appointed commission anticipating an absence from a meeting of their body shall so advise the chair or secretary prior to the meeting.

B. Agenda

The agenda for each regular meeting of an appointed commission shall be prepared by the secretary and shall be distributed to each member at least 24 hours prior to the meeting.

C. Procedures

The Director and the members of any body governed by this Article 7 shall conduct their open meetings according to the applicable procedures provided by law, including but not limited to the Arizona open meetings laws. The City Clerk shall distribute state open meeting law materials prepared and approved by the state Attorney General to the Director and to each member of the City Council, the Planning and Zoning Commission, or any other body prior to the day each takes office.

D. Meetings and Hearings

Meetings and hearings shall be conducted in accordance with the following:

1. Meetings and hearings shall be conducted at the call of the chairperson or the Director and at such other times as the appointed body may determine. All meetings and hearings shall be conducted pursuant to the procedures set forth in this Development Code and any adopted bylaws.
2. The appointed commission may conduct special meetings for good cause on call of the chairperson, or Director, or by a majority of the members, or as may be scheduled by a majority vote of the members at a previous meeting. The manner of the call shall be recorded in the minutes of the

special meeting, and at least 24 hours notice of the meeting shall be provided to each member.

3. No meeting, hearing or action shall be conducted without a quorum as defined in Subsection 7.2.2.F, Quorum – Official Action. In the event that less than a quorum is present at any meeting or hearing, such meeting or hearing shall be rescheduled by the chairperson to a date as soon as is practical and in accordance with the entity's bylaws.

E. Consent Agenda

Any appointed body under this Article may establish a consent agenda. The consent agenda may consist of all matters brought before the body for action that do not require a public hearing. All items on the consent agenda may be approved by motion without debate. An item may be removed from the consent agenda prior to the approval at the request of any member of the board present at the meeting or by City staff if requested by the applicant. Items removed from the consent agenda shall be considered on the regular agenda.

F. Quorum – Official Action

1. A majority of the full membership of any appointed body shall constitute a quorum for the transaction of business.

2. Action by the appointed body shall require the favorable vote of a majority of the quorum of the body, or as required by law or specific provisions of this Code.

G. Meetings Open to Public

All meetings of the Director and appointed bodies under this Article 7 shall be open to the public. Except when voice votes are authorized, the vote shall be conducted in such a manner that the public may know the vote of each person entitled to vote. This subsection does not apply to any votes required to be taken to organize a board. This subsection does not prohibit executive sessions conducted in accordance with Arizona laws.

H. Reconsideration or Rehearing of Decisions

Decisions of any appointed body under this Article may be brought up for reconsideration or rehearing only if:

1. There was substantial procedural error in the original proceeding; or

2. The Director or body acted without jurisdiction in the original proceeding; or

3. The original decision was based upon fraud or misrepresentation; or

4. As requested by a member of the body whose vote was included in the side that prevailed in the motion to be reconsidered.

Any person seeking reconsideration or a rehearing must file a request with the City Clerk, together with materials supporting one or more of the grounds stated in this subsection, within 15 days of the original decision, or within the timeframe established under state law if applicable. The body, by majority vote, may hold a rehearing if the request meets the requirements of this section. A rehearing

shall be conducted in the same manner as the original proceedings before the Director or appointed body.

I. Removal of Member

The City Council may remove from office a member of any appointed body under this Article 7 pursuant to the City of Buckeye City Code, Chapter 2.

J. Representatives

Persons appearing before the Director or an appointed body may appear in person or through a representative, agent, or attorney. The representative shall provide satisfactory proof of his or her authority upon the request of the Director or body.

K. Secretary

A representative from the City Clerk's office shall be the secretary of each appointed body under in this Article 7. In the secretary's absence, a member of the Development Services Department staff as determined by the Director shall act as secretary. The secretary shall cause to have a record kept of all meetings of each body and shall keep such files as may be required.

L. Conflict of Interest

The following procedures, in addition to all applicable state law requirements, shall govern conflicts of interest with respect to the Director and members of any appointed body.

1. No decision-maker shall participate in any decision in which the body determines either that such decision-maker has a conflict of interest, as defined in Arizona law or this Code; or that the decision-maker has a personal interest or involvement in the case that would prevent the decision-maker from fairly evaluating the case; or that, based on all surrounding circumstances, participation by the decision-maker would create the appearance of impropriety in the proceedings.

2. Immediately upon discovering the existence of any conflict of interest prohibited by this section, this Development Code, or any state law applicable to local government officials, the decision-maker shall fully disclose on the record and in open session of the body the nature of and the facts creating the conflict and shall be disqualified from any participation in or communications with other decision-makers on the matter with which a conflict exists.

3. Any decision-maker found by the applicable body to have a conflict of interest with regard to a particular matter shall not participate in any manner in that matter. If the Director has a conflict of interest, the matter before the Director shall be referred to a qualified, alternate Hearing Officer within the Development Services Department.

M. Ex Parte Contacts Prohibited

The following procedures shall govern ex parte contacts:

1. For the purposes of this Subsection M., ex parte contacts and communications are defined as the receipt, either directly or indirectly,

of verbal, visual, or written communications outside a duly noticed, open hearing on the record at which all parties and all board members have an opportunity to be present.

2. The Director, the Planning Commission, the Board of Adjustment, and the City Council, when acting in a quasi-judicial capacity, shall refrain from permitting ex parte contacts or communications with any person regarding any matter pending before or that may be reasonably expected to be pending before them.

N. Applicability of Other Provisions

The provisions of this Article 7 shall not be a limitation on more restrictive rules regarding the conduct of the Director, boards, and commissions set forth elsewhere in the Buckeye City Code.

7.3. CITY COUNCIL

7.3.1. Review and Decision-Making Responsibilities

For purposes of administering and enforcing this Development Code, the Buckeye City Council shall have the review and decision-making responsibilities set forth in Table 8.1-1.

7.3.2. Other Powers and Duties

In addition, the City Council shall have the following powers and duties relating to the administration of this Development Code.

A. Adopt policies, plans, design guidelines, and ordinances to implement the municipal function of planning for the economic, social, and land use needs of the community;

B. Promulgate regulations to implement, interpret, or make specific the provisions of this Development Code;

C. Appoint a Hearing Officer to hear and decide on Variance applications within the jurisdiction of the Planning Commission;

D. Act as the Board of Adjustment for purposes of administering this Development Code, until a separate Board of Adjustment is appointed; and

E. Take any other action not delegated to the Planning Commission, the Director, or City staff as the City Council may deem desirable and necessary to implement the provisions of this Development Code.

F. The City Council shall have responsibility for final determination of conflicting regulations between this Development Code and other provisions of the City Code and City regulations.

G. After review of the Director's recommendation, amend, repeal, or issue a binding waiver of any provision of this Development Code as applied to property that is the subject of a written demand for compensation under A.R.S. § 12-1134, et seq. The City Council may also approve an agreement with the property owner awarding compensation in lieu of amending, repealing, or issuing a waiver. Any waiver issued under this subsection shall be recorded in the real property records of the county in which the property is located.

7.4. PLANNING AND ZONING COMMISSION

7.4.1. Review and Decision-Making Responsibilities

There shall be a Planning and Zoning Commission ("Planning Commission"), which shall have the powers and duties set forth in Table 8.1-1, to be carried out in accordance with the terms of this Development Code.

7.4.2. Other Powers and Duties

In addition, the Planning Commission shall have the following powers and duties to be carried out in accordance with the terms of this Development Code:

A. Develop, review, and make recommendations to the City Council regarding policies, plans, and ordinances to implement the municipal function of planning for the economic, social, and land use needs of the community;

B. Hear and decide appeals of notices of violations of this Development Code; and

C. Exercise such other powers and perform such other duties as are provided by law and directed by the City Council.

7.4.3. Appointments, Membership, and Rules

Planning Commission appointments, memberships, and rules shall be as set forth in Chapter 2 of the City Code.

7.4.4. Records

The Planning Commission shall keep the minutes of its proceedings, showing the attendance and vote of each member upon each question, and shall keep records of its proceedings, examinations, and other official actions, including the reason for all such official actions, all of which shall be immediately filed in the Development Services Department and shall be a public record.

7.5. BOARD OF ADJUSTMENT

7.5.1. Review and Decision-Making Responsibilities

There shall be a Board of Adjustment ("Board"), which shall have the powers and duties set forth in Table 8.1-1, to be carried out in accordance with the terms of this Development Code.

7.5.2. Appointments, Membership, and Rules

The City Council shall serve as the Board. Should the City Council choose to appoint and create a stand-alone Board, the following shall apply:

A. The Board shall be composed of a total of five regular members and two alternate members, all of whom shall be residents of the City. The members of the Board shall be appointed by the City Council. Alternate members shall only take part in those hearings where a regular member is absent and when appointed to do so by the chair. No more than five members at any one time shall participate in proceedings of the Board or the rendering of a decision.

B. Appointments to the Board shall be for staggered three-year terms.

C. Vacancies on the Board shall be filled by the City Council, for the unexpired term of any member whose term becomes vacant.

D. The Board shall annually elect a chairperson and vice chairperson from among its members. The chairperson and vice chairperson shall each serve for one year and until their successors are elected and qualified.

~~D.~~E. In lieu of the Board of Adjustment, the City may elect to utilize a hearing officer as described in Section 7.7 for the disposition of Variances.

7.5.3. Records

The Board shall keep the minutes of its proceedings, showing the attendance and vote of each member upon each question, and shall keep records of its proceedings, examinations, and other official actions, including the reason for all such official actions, all of which shall be immediately filed in the Development Services Department and shall be a public record.

7.6. DEVELOPMENT SERVICES DIRECTOR

7.6.1. Review and Decision-Making Responsibilities

The Director or their Designee shall be the zoning administrator for purposes of ARS 9-462.05.C, and shall have general responsibility for administering and enforcing the provisions of this Development Code. In addition, the Director or their Designee shall have the review and decision-making responsibilities set forth in Table 8.1-1, to be carried out in accordance with the terms of this Development Code. In performing such review and decision-making responsibilities, the Director may delegate such duties to the Development Services Department staff as the Director deems appropriate. The Director also shall have such additional powers and duties as may be set forth elsewhere in this Development Code and the Buckeye City Code.

7.6.2. Development Services Department

A. The Development Services Department staff shall act in an advisory and support capacity to the City Council, the Planning Commission, and any other bodies listed in this Article 7, or as otherwise directed by the City Council or City Manager. The Development Services Department staff shall review or coordinate the review of all applications under this Development Code.

B. For any decision rendered by the Planning Commission, the Director, the Hearing Officer, or any other board governed by this Article 7, the Director shall be responsible for preparing the findings required by Subsection 8.2.8., Decisions and Filings, of this Development Code, unless the decision-maker delegates such duties to a clerk or other department staff.

7.7. HEARING OFFICER

7.7.1. Review and Decision-Making Responsibilities

There is hereby created in the Development Services Department the position of Hearing Officer for the City of Buckeye. The Hearing Officer may appoint Deputy Hearing Officers to perform the functions of the Hearing Officer and to act under his/her direction. The Hearing Officer shall:

A. In accord with the procedures set forth in Section 8.11, Variances, of this Development Code, hear and decide applications for Variances. Written appeals of the hearing officer's determination shall be referred for resolution to the Board of Adjustment as described in Section 7.5.

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B. Report regularly to the Planning Commission on the conduct of his/her office, including number of cases handled and their disposal, and recommendations for changes and improvements in regulations and procedures.

C. Refer any of the matters on which he/she is authorized to rule to the Planning Commission for action.

8

ARTICLE 8: REVIEW AND APPROVAL PROCEDURES

8.1 PURPOSE AND ORGANIZATION OF THIS ARTICLE[1]

8.1.1. Purpose

This Article describes the procedures for review and approval of ~~all~~ applications for development in the City of Buckeye. This article is intended to ensure consistency and efficiency in the administration of the City's land use regulations. Detailed steps are provided in separate Process Guides for additional direction and clarity.

8.1.2. Organization of Article

Common procedures, which are applicable to most types of development applications, are in Section 8.2, *Common Development Review Procedures*. Subsequent sections include additional provisions that are unique to each type of application, including staff and review board assignments and approval criteria.

8.1.3. Summary Table[2, 3]

Table 8.1-1 summarizes the review and decision-making responsibilities for the procedures described in this Article. The table is a summary tool and does not describe all possible types of decisions made under this Development Code. Other duties and responsibilities are described in Article 7, *Review and Decision-Making Bodies*:

TABLE 8.1-1: REVIEW AND DECISION-MAKING RESPONSIBILITIES

R = Review (Responsible for Review and/or Recommendation)

H = Hearing (Public Hearing Required)

D = Decision (Responsible for Final Decision)

A = Appeal (Authority to Hear/Decide Appeals

Procedure	Section	Pre-App Conf?	Director	P&Z	City Council	Board of Adjustment
Amendment to General Plan/Specific Area Plan	8.3.	Yes	R	H-R	H-D	
Amendment to Text of Development Code	8.4.		R	H-R	H-D	
Amendment to Zoning Map (Rezoning)	8.5.	Yes	R	H-R	H-D	
Community Master Plan (CMP) and Planned Area Development (PAD)	8.6.	Yes	R	H-R	H-D	
Conditional Use Permit	8.7.	Yes	R	H-D	H-A	

[1] RES. 17-15, ORD. 03-15; 03/17/2015
[2] ORD 27-15; 12/19/2017
[3] ORD. 11-20; 08/17/2020

TABLE 8.1-1: REVIEW AND DECISION-MAKING RESPONSIBILITIES R = Review (Responsible for Review and/or Recommendation) H = Hearing (Public Hearing Required) D = Decision (Responsible for Final Decision) A = Appeal (Authority to Hear/Decide Appeals						
Procedure	**Section**	**Pre-App Conf?**	**Director**	**P&Z**	**City Council**	**Board of Adjustment**
Minor Subdivision[1]	8.8.6.		D[2]			
Subdivision: Preliminary Plat	8.8.7.	Yes	R	D		
Subdivision: Final Plat	8.8.8.		R		D	
Final Plat Re-Plat	8.8.9.		D			
Map of Dedication	8.8.10		R		D	
Site Plan: Administrative Review	8.9.3.		D	H-A		
~~**Site Plan: Planning Commission Review**~~**Site Planning Commission Review**	~~8.9.4.~~8.9.4		~~R~~R	~~D~~D	~~H-A~~H-A	
Temporary Use Permit	8.10.		D			H-A
Variance	8.11.		H-D (~~BOA or~~ Hearing Officer with appeals to BOA)		~~H-A~~	H-A
Building Permit	8.14.		D			
Annexation	8.16.		R		H-D	
NOTE: 1 Land Split follows Minor Subdivision Process 2 Minor Subdivision with right-of-way dedication require City Council decision (public meeting)						

8.14. Other Reviews

In addition to the reviews summarized in Table 8.1-1, the Director or their Designee may also refer applications to other boards, commissions, government agencies, and non-governmental agencies not referenced in this Article and/or in Article 7~~6~~, *Review and Decision-Making Bodies*.

8.2. COMMON DEVELOPMENT REVIEW PROCEDURES [4]

The common development review procedures in ~~this~~ Section 8.2 shall apply to ~~all types of~~ development applications under ~~this~~ Article 8, unless an exception to the common procedures is expressly identified ~~in subsequent sections of this Article~~.

8.2.1. Step 1: Pre-Application Conference

A. Purpose

The purpose of a pre-application conference is to provide an opportunity for an informal evaluation of the applicant's proposal and to familiarize the applicant ~~and the City staff~~ with the applicable provisions of this Development Code, the City's General Plan, infrastructure requirements, and any other issues that may affect the applicant's proposal.

B. Applicability

1. Required for Certain Applications

A pre-application conference is required prior to the following types of applications, unless otherwise waived by the Director or their Designee:

a. Amendment to the General Plan;

b. Amendment to the Zoning Map (Rezonings);

c. Community Master or Planned Area Development Plan;

d. Single-Family Flex,

e~~d~~. Conditional Use Permit; and

~~e.~~f. Subdivision: Preliminary Plat.

~~Such applications shall not be accepted until after the pre-application conference is completed.~~ The pre-application conference must~~should~~ take place prior to any substantial investment, such as detailed site and engineering design.

2. Optional for All Other Applications

A pre-application conference is optional prior to submission of any other application under this Development Code not listed above.

C. Initiation of Pre-Application Conference

The potential applicant shall request in writing a pre-application conference with the Director or their Designee and pay the required fees. With the request for a pre-application conference, the applicant shall provide to the Director or their Designee a description of the character, location, and magnitude of the proposed development and any other available supporting materials, such as maps, drawings, or models. It is the applicant's responsibility to provide sufficiently detailed plans and descriptions of the proposal for staff to make the informal recommendations discussed below. The materials should be submitted at least ten business days before the conference.

[4] RES. 17-15, ORD. 03-15; 03/17/2015

D. Pre-Application Conference Content

The Director or their Designee shall schedule a pre-application conference after staff verify a complete application submittal~~receipt of a proper request~~. At the conference, the applicant, City staff~~the Director or designee~~, and any other persons the Director or their Designee deems appropriate to attend, shall discuss the proposed development. Based upon the information provided by the applicant ~~and the provisions of this Development Code,~~ the parties will~~should~~ discuss in general the proposed development, the applicable requirements and standards of ~~this~~ adopted ~~Development~~ Codes and Ordinances, and conditions that may need to be addressed~~be appropriate to meet the purposes and requirements of this Development Code~~.

E. Comments From Pre-Application Conference

~~City officials present at the pre-application conference shall submit their comments to the~~ Development Services Department staff~~, who~~ shall forward all comments received to the applicant within 10 business days of the conference.

F. Informal Evaluation Not Binding

The pre-application review and feedback notes ~~informal evaluation by the Director and staff provided at the conference is not binding upon the applicant or the City but is intended to~~ serve only as a guide to the applicant in making the application and to advise the applicant in advance of the formal application of issues that may be present and need to be addressed~~ed to the appropriate decision-making body~~.

G. Waiver

The Director or their Designee may waive the pre-application conference requirement for applications if he or she finds that the projected size, complexity, anticipated impacts, or other factors associated with the proposed development clearly, in his or her opinion, support such waiver.

H. Application Required Within ~~Six Months~~One Year

After a pre-application conference has been completed, the associated application must be completed within ~~six months~~one year, or sooner if required by the Director or their Designee due to changing conditions. If an application is not filed within such time frame, a new pre-application conference ~~shall~~ may be required prior to filing an application.

8.2.2. Step 2: Neighborhood Meeting

A. Purpose

The purpose of a neighborhood meeting is to provide an opportunity to inform the residents and landowners of the surrounding neighborhood(s) of the details of a proposed development and application, how the applicant intends to meet the standards contained in this Development Code, and to receive public comment and encourage dialogue at an early time in the review process. No decision regarding the application will be made at the neighborhood meeting.

B. Applicability

A neighborhood meeting is recommended for any development proposal that will be subject to Planning and Zoning Commission review. The neighborhood meeting is optional unless expressly stated otherwise in this Article 8 or required by the Director or their Designee~~in his or her discretion~~.

C. Notice of Neighborhood Meeting

~~An applicant holding a neighborhood meeting is encouraged to provide mailed notice of the meeting in the same manner that would be required for public hearings on the application pursuant to Step 6 of the common development review procedures. Such notice is required if the neighborhood meeting is required by the Director or this Development Code.~~ The applicant shall notify the Development Services Department in writing of the meeting date, time, and location no less than 14 days prior to the scheduled date of the meeting, if the meeting was required to be held by the Director or their Designee or this Development Code. An affidavit certifying that the applicant completed the notice procedures under Step 6 shall be included with the development application submittal.

D. Attendance at Neighborhood Meeting

The applicant shall be responsible for scheduling the meeting, coordinating the meeting, and for retaining an independent facilitator if needed. ~~The meeting shall be held prior to submittal of the subject development application. Attendance at the meeting by Development Services Department staff is not required and will be determined by the Director on a case-by-case basis~~.

E. Summary of Neighborhood Meeting

The applicant shall prepare and deliver a written summary of the neighborhood meeting to the Development Services Department within 30 days of the date of the meeting. ~~The written summary shall be included in the staff report provided to the decision-making body at the time of the first public meeting to consider the application. The following information shall be included in the meeting summary, at a minimum: date, time, and location of the meeting; a copy of the meeting sign-in sheet, and a summary description of how the applicant has addressed or proposes to address the issues, concerns, and objections identified during the meeting.~~

8.2.3. Step 3: Development Application Submittal

~~**A. Application Packet**~~

~~The Director shall compile the requirements for application contents, forms, and fees and make such materials available to the public. The Director may amend and update the application materials from time to time.~~

~~B.~~A. Form of Application

Applications required under this Article shall be submitted in a form and in such number as required by the Director or their Designee.

~~C.~~B. Consolidated Development Applications and Review

Multiple development applications for the same development proposal may be consolidated for submittal and review, if authorized by the Director or their Designee ~~and the application packets~~.

~~D.~~C. Authority to File Applications

1. Unless otherwise specified in this Development Code, applications for review and approval may be initiated by:
   a. The owner of the property that is the subject of the application;
   b. The owner's authorized agent; or
   c. Any review or decision-making body.
2. When an authorized agent files an application under this Development Code on behalf of a property owner, the agent shall provide the Development Services Department with written documentation that the owner of the property has authorized the filing of the application.

~~3. When a review or decision-making body initiates action under this Development Code, it does so without prejudice toward the outcome.~~

~~E.~~D. Development Review Fees

1. Recovery of Costs

~~Development review fees are established to recover the costs incurred by the City in processing, reviewing, and recording development applications.~~ The applicable development review fees ~~are and~~ shall be paid at the time of submittal of any development application.

2. Development Review Fee Schedule

The amount of the City's development review fees shall be established by the City Council and shall be based on the actual expenses incurred by or on behalf of the City.

~~F.~~E. Waivers

~~The Director may waive certain submittal requirements in order to reduce the burden on the applicant and to tailor the requirements to the information necessary to review a particular application.~~ The Director or their designee may waive submittal~~such~~ requirements where he or she finds that the projected size, complexity, anticipated impacts, or other factors associated with the proposed development clearly, in his or her opinion, support such waiver.

~~G.~~F. Additional Information

Additional application-specific information, beyond that specified in the application packet, may be required ~~by any decision-making body~~ as necessary and appropriate to evaluate fully whether an application complies with the requirements of adopted ~~this Development~~ Codes and Ordinances.

~~H.~~G. Citizen Participation Plan

1. Every application that requires a neighborhood meeting shall include a citizen participation plan that must be implemented prior to the first public hearing. Refer to the Citizen Participation Plan separate process guide for an explanation of the purpose and more detailed information.~~The purpose of the citizen participation plan is to:~~

   ~~a. Ensure that applicants pursue early and effective citizen participation in conjunction with the application, giving them the opportunity to understand and try to mitigate any real or perceived impacts their applications may have on the community;~~

   ~~b. Ensure that the citizens and property owners of the City of Buckeye have an adequate opportunity to learn about applications that may affect them and to work with applicants to resolve concerns at an early state of the process, and~~

   ~~c. Facilitate ongoing communication between the applicant and interested citizens and property owners, City staff, and elected officials throughout the application review process.~~

2. The citizen participation plan is not intended to produce complete consensus on all applications, but to encourage applicants to be good neighbors and to allow for informed decision making.

~~3.~~ 3.The citizen participation plan shall be submitted with the project application. ~~and shall include the following information at a minimum:~~

~~a. Which residents of the City, adjacent property owners, interested parties who have submitted a request to the City to be notified of any rezoning pursuant to ARS §9-462.02, adjacent political jurisdictions, and public agencies with jurisdiction over the subject property may be affected by the application;~~

~~b. How those interested in and potentially affected by an applicant will be notified that an application has been made;~~

~~c. How those interested and potentially affected parties will be informed of the substance of the change, amendment, or development proposed by the application;~~

~~d. How those affected or otherwise interested will be provided an opportunity to discuss the applicant's proposal with the applicant and express any concerns, issues, or problems they may have with the proposal in advance of the public hearing;~~

~~e. The applicant's schedule for the completion of the citizen participation plan, and~~

~~f. How the applicant will keep the Planning Department informed on the status of their citizen participation efforts.~~

~~4. The level of citizen interest and area of involvement will vary depending on the nature of the application and the location of the site. The target area for early notification will be determined for the applicant after~~

~~consultation with the Planning Department. At a minimum, the target area shall include the following:~~

~~**a.** Property owners within the public notice area required by Section 8.2.6 of the Development Code;~~

~~**b.** The head of any homeowners association or registered neighborhood within the public notice area;~~

~~**c.** Other interested parties who have requested that they be placed on the interested parties' notification list maintained by the Planning Department.~~

~~**5.**~~ 3These requirements apply in addition to any notice provision required elsewhere in this Development Code.

~~**6.**~~**3.** Failure of any person or entity to receive notice shall not constitute grounds for any court to invalidate the actions of the municipality for which the notice was given.

~~**7.**~~**4.** ~~The applicant may submit a citizen participation plan and begin implementation prior to formal application at their discretion.~~ Submittal of a citizen participation plan shall not occur until after the required pre-application meeting and consultation with the Planning Department staff. A~~The foregoing notwithstanding, a~~pplicants are encouraged to engage in early communication with the public.

~~I.~~H. Citizen Participation Report

This section applies only when a citizen participation plan is required by this Development Code.

1. The applicant shall provide a written report on the result of their citizen participation effort prior to the notice of public hearing. This report will be attached to the Planning Department's staff report.

~~**2.** At a minimum, the citizen participation report shall include the following information:~~

~~**a.** Details of techniques the applicant used to involve the public, including:~~

~~**(i)** Dates and locations of all meetings where citizens were invited to discuss the applicant's proposal;~~

~~**(ii)** Content, dated mailed, and numbers of mailings including letters, meeting notices, newsletters and other publications;~~

~~**(iii)** Where residents property owners, and interested parties receiving notices, newsletters or other written material are located; and~~

~~**(iv)** The number of people that participated in the process.~~

~~**b.** A summary of concerns, issues and problems expressed during the process, including:~~

~~**(i)** The substance of the concerns, issues, and problems~~

~~(ii) How the applicant has addressed or intends to address concerns, issues and problems expressed during the process; and~~

~~(iii) Concerns, issues and problems the applicant is unwilling or unable to address and why.~~

8.2.4. Step 4: Determination of Application Completeness

A. After receipt of the development application, the Director or their Designee shall determine whether the application is complete and ready for review.

B. If the application is determined to be complete, the application shall then be processed according to the procedures set forth in this Development Code. ~~An application will be considered complete if it is submitted in the required form, includes all mandatory information and supporting materials specified in the application packet, and is accompanied by the applicable fee. A pre-application conference shall have been held, if required by this Development Code. The determination of completeness shall not be based upon the perceived merits of the application.~~

C. If an application is determined to be incomplete, the Director or their Designee shall provide notice to the applicant along with an explanation of the application's deficiencies. No further processing of an incomplete application shall occur until the deficiencies are corrected in a resubmittal.

D. If any false or misleading information is submitted or supplied by an applicant on an application, that application will be deemed void and a new application must be submitted ~~together with payment of applicable development review fees~~.

8.2.5. Step 5: Application Review and Report

After determining that a development application is complete, the Director or their Designee shall refer the development application to the appropriate review agencies and planning staff, review the development application, and prepare a staff report. ~~The staff report shall be made available for inspection and copying by the applicant and the public prior to the scheduled public hearing on the development application. The staff report shall indicate whether, in the opinion of the staff, the development application complies with all applicable standards of this Development Code.~~ Conditions for approval may be recommended to eliminate any areas of noncompliance or mitigate any adverse effects of the development proposal.

8.2.6. Step 6: Notice

A. Content of Notices

Notice of all public hearings required under this Article shall, unless otherwise specified in this Development Code: (1) identify the date, time, and place of the public hearing, (2) if applicable, describe the property involved in the application by street address, or legal description, or a general description and nearest cross streets; (3) describe the nature, scope, and purpose of the proposed action; (4) indicate that interested parties may appear at the hearing and speak on the matter; and (5) indicate where additional information on the matter may be obtained. If the matter to be considered applies to territory in a high noise or accident potential zone as defined under state law, the notice

shall include a general statement that the matter applies to property located in such an area.

B. Summary of Notice Requirements

The following Table 8.2-1 summarizes the notice requirements of the procedures in this Article.

TABLE 8.2-1: NOTICE REQUIREMENTS

✓ = Notice Required

Type of Application or Procedure	Section	Mailed	Published	Posted	Neighborhood Meeting
Amendment to General Plan/Specific Area Plan	8.3.	✓	✓	✓	✓
Amendment to Text of Development Code	8.4.	Mailed notice only required if covered by 8.2.6.D.2	✓		
Amendment to Zoning Map (Rezoning)	8.5.	✓	✓	✓	✓
Community Master Plan (CMP) and Planned Area Development (PAD)	8.6.	✓	✓	✓	✓
Conditional Use Permit	8.7.	✓	✓	✓	✓
Minor Subdivision	8.8.6.				
Subdivision: Preliminary Plat	8.8.7.	✓			
Subdivision: Final Plat	8.8.8.				
Final Plat Re-Plat	8.8.9				
Map of Dedication	8.8.10				
Site Plan: Administrative Review	8.9.3.				
~~**Site Plan: Planning Commission Review**~~**Site Plan: Planning Commission Review**	~~8.9.4.~~8.9.4.	~~✓~~			
Temporary Use Permit	8.10.				
Variance	8.11.	✓ 1	✓	✓	
Appeal of Administrative Decisions	8.13.		✓	✓	
Annexation	8.16		✓	✓	

NOTE:

[1] Variances require a mailed notice to surrounding property owners within 150 feet of the subject property.

C. Mailed Notice

When Table 8~~7~~.2-1 requires that mailed notice be provided, the applicant shall provide the Director or their Designee with a current list of applicable property owners and organizations as listed below. The applicant shall deposit notices into first-class mail at least 15 days prior to the scheduled date of the hearing. ~~In computing such period, the day of posting shall not be counted, but the day of the hearing shall be counted.~~ Written notice shall be provided by the applicant to all persons listed on the records of the County Assessor as owners of land subject to the application or as owners of the parcels within 300 feet of

the outer boundary of the land subject to the application. For any rezoning of an area greater than 20 acres, General Plan amendments, and CMPs or PADs, the 300-foot requirement shall be 500 feet. The applicant shall provide a written "Affidavit of Mailing" to the Development Services Department certifying that all required notices were timely mailed.

D. Published Notice[5]

1. If published notice is required by Table 8.2-1, the applicant shall publish notice in a newspaper of general circulation in the area. The notice shall be published at least 15, but no more than 45, days before the scheduled hearing date. ~~In computing such period, the day of posting shall not be counted, but the day of the hearing shall be counted~~. An~~y~~ affidavit of publication provided by the newspaper shall be obtained by the applicant and given to the Development Services Department for their records.

2. If any application, proposed amendment, or proposed Minor Modification involves one or more of the following proposed changes or related series of changes,

a. A ten percent or more increase or decrease in the number of square feet or units that may be developed;

b. A ten percent or more increase or reduction in the allowable height of buildings;

c. An increase or reduction in the allowable number of stories of buildings;

d. A ten percent or more increase or decrease in setback or open space requirements; and/or

e. An increase or reduction in permitted uses.

3. The City shall provide notice in accordance with A.R.S. §9-462.04 via one of the following methods, as per the Director's or their designee's discretion:

a. Notice shall be sent by first class mail to each real property, as shown on the last assessment, whose real property is directly governed by the changes, or;

b. Notices shall be included as inserts within utility bills or other mass mailings that periodically include notices or other informational or advertising materials, or;

c. The City shall publish such changes prior to the first hearing on such changes in a newspaper of general circulation in the City. The changes shall be published in a "display ad" covering not less than one-eighth of a full page.

[5] ORD. 14-14; 12/02/2014

E. Posted Notice

Posted notice, if required by Table 8.2-1, shall be provided in the following manner: There shall be posting of at least two signs on the lot, parcel, or tract of land that is the subject of the application or proposed action by the City, and such signs shall remain on the property for a period of at least 15 days prior to the public hearing. All signs shall be removed no later than 10 days after the expiration of the above period. The applicant shall maintain the sign in good condition throughout the required posting period. The sign shall be posted in a prominent place, clearly visible from a major arterial street if the property abuts such an arterial street, or clearly visible from a collector street if the property abuts a collector street, or clearly visible to the most heavily traveled street or public way if the property does not abut an arterial or collector street.

F. Constructive Notice

1. Minor defects in any notice shall not impair the notice or invalidate proceedings pursuant to the notice if a bona fide attempt has been made to comply with applicable notice requirements. Minor defects in notice shall be limited to errors in a legal description or typographical or grammatical errors that do not impede communication of the notice to affected parties. ~~In all cases, however, the requirements for the timing of the notice and for specifying the time, date, and place of a hearing and the decision-making body shall be strictly construed. If questions arise at the hearing regarding the adequacy of notice, the decision-making body shall make a formal finding as to whether there was substantial compliance with the notice requirements of this Development Code.~~

2. ~~When the records of the City document the publication, mailing, and posting of notices as required by this section, it shall be presumed that notice was given as required by this section~~.

~~**8.2.7. Step 7: Public Hearing**~~

~~A public hearing, if required under this Development Code, shall be conducted in accordance with the procedures adopted by the City of Buckeye.~~

8.2.7~~8~~. Step 7~~8~~: Decision and Findings

A. Decision

After consideration of the application, the staff report, comments received from other reviewers (if applicable), and the evidence from the public hearing (if applicable), the decision-maker shall approve, approve with conditions, or deny the application based on its compliance with the applicable approval criteria~~, as described in Step 9 of the common development review procedures.~~ Written notification of the decision shall be provided by the Director or their Designee to the applicant. ~~All decisions shall include:~~

~~**1.** A statement of approval, approval with conditions, or denial, whichever is appropriate; and~~

~~**2.** A statement of the basis upon which the decision was made.~~

~~8.2.9. Step 9: Approval Criteria~~

~~To approve a development application, the decision maker shall find that the development application has satisfied and followed the applicable requirements of this Article and meets all of the approval criteria required for the applicable development application, as set forth in subsequent sections of this Article.~~

8.1.~~8~~10. Step ~~8~~10: Conditions of Approval

The decision-maker may impose such conditions on the approval of the application as may be necessary to reduce or minimize any potential adverse impact upon other property in the area, or to carry out the purpose and intent of the General Plan and this Development Code. ~~In such cases, any conditions attached to approvals shall be directly related to the impacts of the proposed use or development and shall be roughly proportional in both nature and extent to the anticipated impacts of the proposed use or development.~~ No conditions of approval, except for those attached to Variances or Minor Modification approvals, shall be less restrictive than the requirements of this Development Code.

8.2.~~9~~11. Step ~~9~~12: Lapse

If applicable, the lapse of approval time frames established by the procedures of this Development Code may be extended only when all of the following conditions exist:

~~B.~~A. The provisions of this Development Code must expressly allow the extension;

~~C.~~B. An extension request must be filed prior to the applicable lapse-of-approval deadline;

~~D.~~C. The extension request must be in writing and include justification; and

~~E.~~D. Unless otherwise noted, authority to grant extensions of time shall rest with the decision-making body that granted the original approval (the one being extended).

8.3. AMENDMENT TO GENERAL PLAN OR SPECIFIC AREA PLAN

8.3.1. Purpose ~~and Scope~~

Several types of plan amendments are addressed in this Section.

A. ~~Types of~~ General Plan Updates~~Amendments~~

The General Plan shall be reviewed and reassessed regularly in order to evaluate its effectiveness and adequacy in guiding the growth of the City and to determine whether the plan continues to meet the City's long-term planning needs. The Director or their Designee shall initiate a full review of the General Plan at least once every ten years, preferably following the decennial census. ~~In addition, any review or decision-making body, or the director of any City department, or any citizen may propose a General Plan amendment at any time in response to changing circumstances.~~

B. Major Amendments to the General Plan

For purposes of this Section 8.3, the term "major amendment" means any substantial alteration of the City's land use composition or relationships as

established in the General Plan's land use element. The General Plan contains the criteria for determining whether a proposed amendment constitutes a major amendment.

C. Specific Area Plan Amendments

The procedure in this Section 8.3 is also applicable to the amendment of a Specific Area Plan.

8.3.2. Procedure Refer to separate checklist.

The common development review procedures of Section 8.2 shall apply, with modifications as noted below. (See Figure 8.3-A.)

~~**A. Step 1 (Pre-Application Conference)**~~

~~Applicable.~~

~~**B. Step 2 (Neighborhood Meeting)**~~

~~A neighborhood meeting is required for any amendment to the General Plan.~~

~~**C. Step 3 (Development Application Submittal)**~~

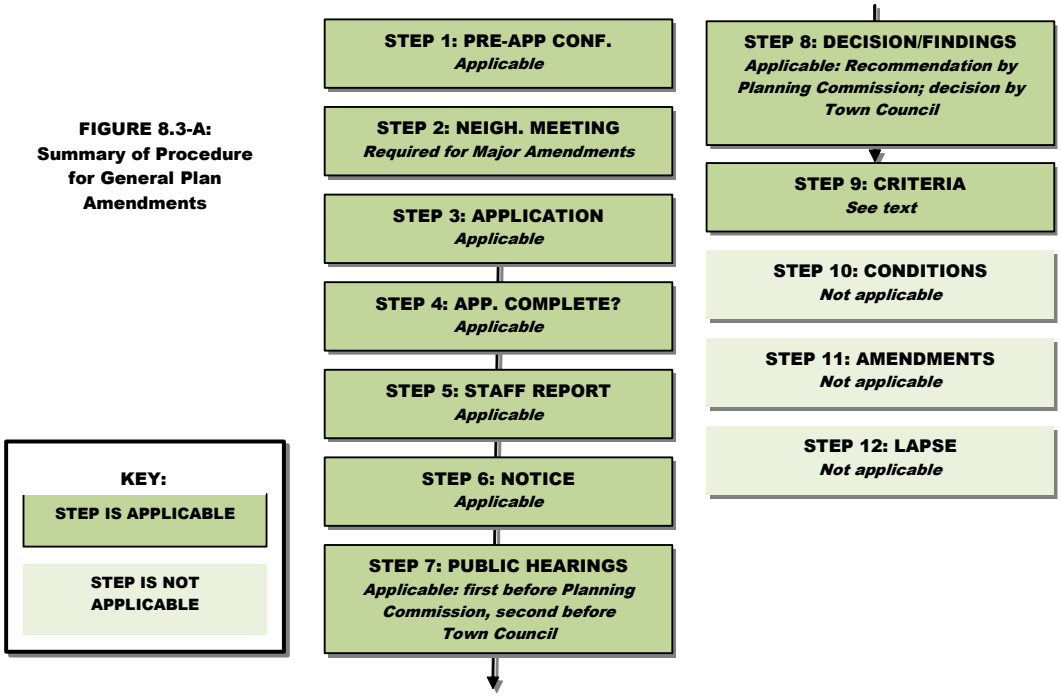
~~Applicable.~~

~~**D. Step 4 (Determination of Application Completeness)**~~

~~Applicable.~~

~~**E. Step 5 (Staff Report)**~~

FIGURE 8.3-A: Summary of Procedure for General Plan Amendments



~~Applicable. In addition, staff and the City Council shall, as appropriate, consult with, advise, and provide an opportunity for official comment by public officials and agencies, the county, school districts, associations of governments, public~~

~~land management agencies, the military airport or ancillary military facility as defined under state law, other appropriate government jurisdictions, public utility companies, civic, educational, professional and other organizations, property owners, and citizens generally to secure maximum coordination of plans and to indicate properly located sites for all public purposes in the General Plan.~~

~~F.~~D. ~~Step 6 (~~Notice~~)~~

MApplicable: mailed, published, and posted notice required~~. In addition,~~ at least 60 days before a ~~new~~ General Plan Update or major amendment of a General Plan is noticed pursuant to this subsection.~~, the Development Services Department shall transmit the proposal to the Planning Commission and the City Council and shall submit a copy for review and further comment to:~~

~~1. The Maricopa County planning agency;~~

~~2. Each county or municipality that is contiguous to the corporate limits of the City or its area of extraterritorial jurisdiction;~~

~~3. The regional planning agency;~~

~~4. The department of commerce or any other state agency that is subsequently designated as the general planning agency for the State of Arizona; and~~

~~5. The Arizona Department of Water Resources for review and comment on the water resources element, if a water resources element is required.~~

~~6. Luke Air Force Base, or any other ancillary military facility as defined under state law, if an element of or amendment to the General Plan is applicable to territory in the vicinity of such a facility.~~

~~7. The attorney general, if an element of or major amendment to the General Plan is applicable to property in the high noise or accident potential zone of Luke Air Force Base or ancillary military facility, as defined under state law.~~

~~8. Any person that requests in writing to receive a review copy of the proposal.~~

~~G.~~E. ~~Step 7 (~~Public Hearings~~)~~

~~Applicable.~~ For Major Amendments, t~~T~~wo (2) public hearings at separate locations within the City shall be held by the Planning and Zoning Commission and one (1) public hearing shall be held by the City Council. Minor amendments will require a single Planning and Zoning Commission public hearing and a single City Council public hearing. All proposed major amendments shall be presented at a single public hearing during the calendar year the proposal is made.

~~H.~~F. ~~Step 8 (~~Decision and Findings~~)~~

~~Applicable.~~ The following additional procedures shall apply:

1. Review and Recommendation by Planning and Zoning Commission

The Planning and Zoning Commission shall ~~, based on the approval criteria in Step 9,~~ recommend that the City Council approve, approve

with modifications, or deny the General Plan amendment. The Director or their Designee shall forward the Planning and Zoning Commission's recommendation to the City Council with a resolution to amend the General Plan in accordance with the recommendation.

2. Action by City Council

Within 90 days of the City Council public hearing on the proposed plan amendment, the City Council shall~~, based upon the approval criteria in Step 9 and the recommendations of the Director and Planning Commission~~, approve, approve with modifications, or deny the amendment, or refer the application back to the Planning and Zoning Commission or to a committee of the City Council for further consideration. The adoption of a major amendment to the General Plan shall require approval by at least two-thirds of the members of the City Council. If approved, a copy of the amended General Plan shall be sent to the Maricopa County planning agency.

~~I.~~G. ~~Step 9 (~~Approval Criteria~~)~~

Proposals for amendments to the General Plan shall be evaluated based upon whether the amendment is necessary in order to address the following:

1. A change in projections or assumptions from those on which the General Plan is based; or

2. Identification of new issues, needs, or opportunities that are not adequately addressed in the General Plan; or

3. A change in the policies, objectives, principles, or standards governing the physical development of the City; or

4. Identification of errors or omissions in the General Plan.

~~**J. Step 10 (Conditions of Approval)**~~

~~Not applicable.~~

~~**K. Step 11 (Amendments)**~~

~~Not applicable.~~

~~**L. Step 12 (Lapse)**~~

~~Not applicable.~~

8.4. AMENDMENTS TO THE TEXT OF DEVELOPMENT CODE

8.4.1. Purpose

The purpose of text amendments is to make adjustments to the text of this Development Code that are necessary in light of changed conditions or changes in public policy, or that are necessary to advance the general welfare of the City.

8.4.2. Applicability

The City Council may, after recommendation of the Planning and Zoning Commission, adopt an ordinance amending the text of this Development Code in accordance with

the requirements of this Section 8.4. Text amendments may be initiated by the City Council, the Planning Commission, or the City Manager.

8.4.3. Procedure

The common development review procedures of Section 8.2 shall apply, with modifications as noted in the separate process guide~~below.~~ (See Figure 8.4-A.)

~~**M. Step 1 (Pre-Application Conference)**~~

~~Not applicable.~~

~~**N. Step 2 (Neighborhood Meeting)**~~

~~Not applicable.~~

~~**O. Step 3 (Development Application Submittal)**~~

~~Applicable.~~

~~**P. Step 4 (Determination of Application Completeness)**~~

~~Applicable.~~

~~**Q. Step 5 (Staff Report)**~~

~~Applicable.~~

~~**R. Step 6 (Notice)**~~

~~Applicable. Published notice required. Written notice only if Subsection 8.2.6.D.2 mailed notice requirement is applicable.~~

~~G. Step 7 (Public Hearing)~~

~~Applicable, except that text amendments generally shall be considered at separate public hearings before the Planning Commission and the City Council.~~

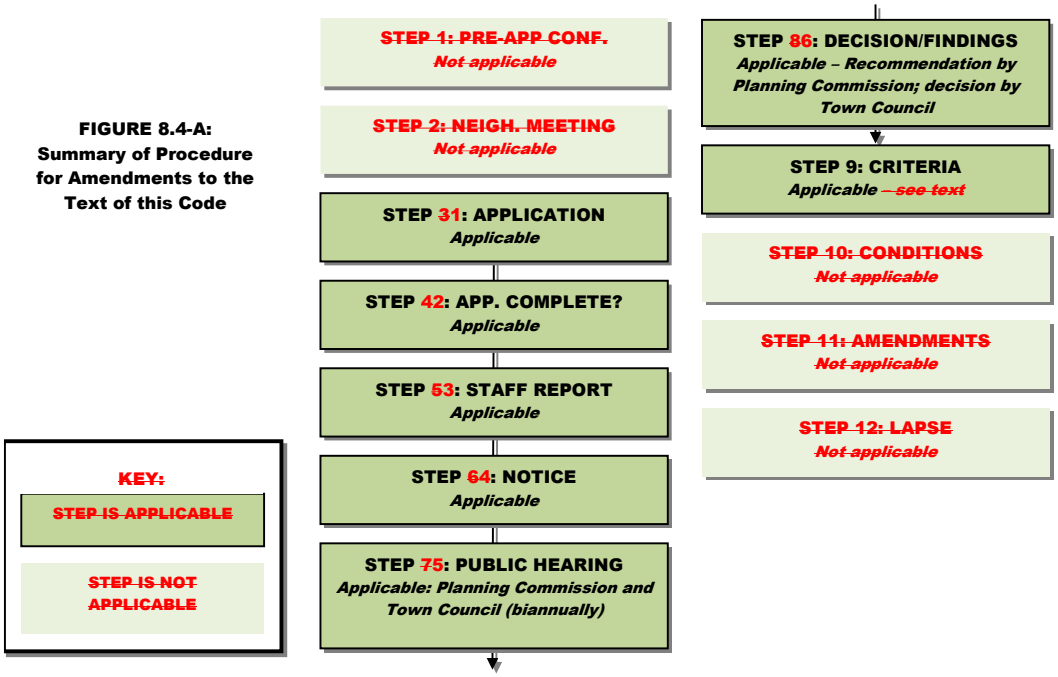


FIGURE 8.4-A: Summary of Procedure for Amendments to the Text of this Code

~~A~~H. ~~Step 8 (Decision and Findings)~~

Applicable. The following additional procedures shall apply:

~~1.~~5. **Planning and Zoning Commission Review and Recommendation**

a. Within 30 days after the public hearing, the Planning and Zoning Commission shall make a recommendation to the City Council to approve, approve with modifications, or deny the text amendment based on the criteria set forth in Step 9.

b. The Planning and Zoning Commission may request an extension of time from the City Council. If no recommendation is made and no extension is granted, then the City Council may act on the proposed amendment without a recommendation from the Planning and Zoning Commission.

~~2.~~6. **City Council Action**

After reviewing the reports and recommendations of the Director and the Planning and Zoning Commission, the City Council shall vote to approve, approve with modifications, or deny the proposed amendment, based on the criteria set forth in Step 9. The City Council also may refer the proposed amendment back to the Planning and Zoning Commission or a subcommittee of the City Council for further consideration. Amendments to the text of this Development Code shall be approved in the form of ordinances.

~~3.~~7. **Alternative Review Procedure**

Notwithstanding the procedure set forth above, where the City Council determines by a majority vote that the public health, safety, or welfare necessitates, text amendments may be considered at any regularly scheduled meeting of the City Council. In such cases, the Council shall hold a public hearing on the proposed amendment, and shall request a recommendation from the Planning and Zoning Commission prior to making a decision on the amendment.

~~4.~~8. **Records of Amendments**

A record of amendments to the text of this Development Code shall be maintained in the office of the City Clerk.

~~5.~~9. **Subsequent Applications**

Following denial of a text amendment request, the City Council shall not decide on applications for the same or substantially the same amendment within one year of the date of denial. The waiting period required by this section may be waived in an individual case, for good cause shown, by the affirmative vote of three-fourths of the members of the City Council.

~~I. Step 9 (~~**Approval Criteria**~~)~~

~~Applicable.~~ Recommendations and decisions on text amendments may be approved if the City Council finds that all of the following approval criteria have been met:

~~6.~~1. The proposed amendment will promote the public health, safety, and general welfare;

~~7.~~2. The proposed amendment is consistent with the General Plan and the stated purposes of this Development Code; and

~~8.~~3. The proposed amendment is necessary or desirable because of changing conditions, new planning concepts, or other social or economic conditions.

~~**J. Step 10 (Conditions of Approval)**~~

~~**Not applicable.**~~

~~**K. Step 11 (Amendments)**~~

~~**Not applicable.**~~

~~**L. Step 12 (Lapse)**~~

~~**Not applicable.**~~

8.5. AMENDMENTS TO THE ZONING MAP (REZONINGS)

8.5.1. Purpose

The boundaries of any zoning district may be changed or the zoning classification of any parcel of land may be changed pursuant to this section. The purpose is not to relieve particular hardships, nor to confer special privileges or rights on any person, but only to make adjustments to the official zoning map that are necessary in light of

changed conditions or changes in public policy, or that are necessary to advance the general welfare of the City. Rezonings should not be used when a Conditional Use Permit, Variance, or Minor Modification could be used to achieve the same result.

8.5.2. Procedure

The common development review procedures of Section 8.2 shall apply, with modifications as noted in the separate process guide~~below.~~ (See Figure 8.5-A.)

~~**A. Step 1 (Pre-Application Conference)**~~

~~Applicable.~~

~~**B. Step 2 (Neighborhood Meeting)**~~

~~Applicable.~~

~~**C. Step 3 (Development Application Submittal)**~~

~~Applicable. However, the only decision-making body that may initiate a rezoning is the City Council. An application shall include documents establishing the person(s) holding fee title to the subject property up to and including the date of approval of the rezoning.~~

~~**D. Step 4 (Determination of Application Completeness)**~~

~~Applicable.~~

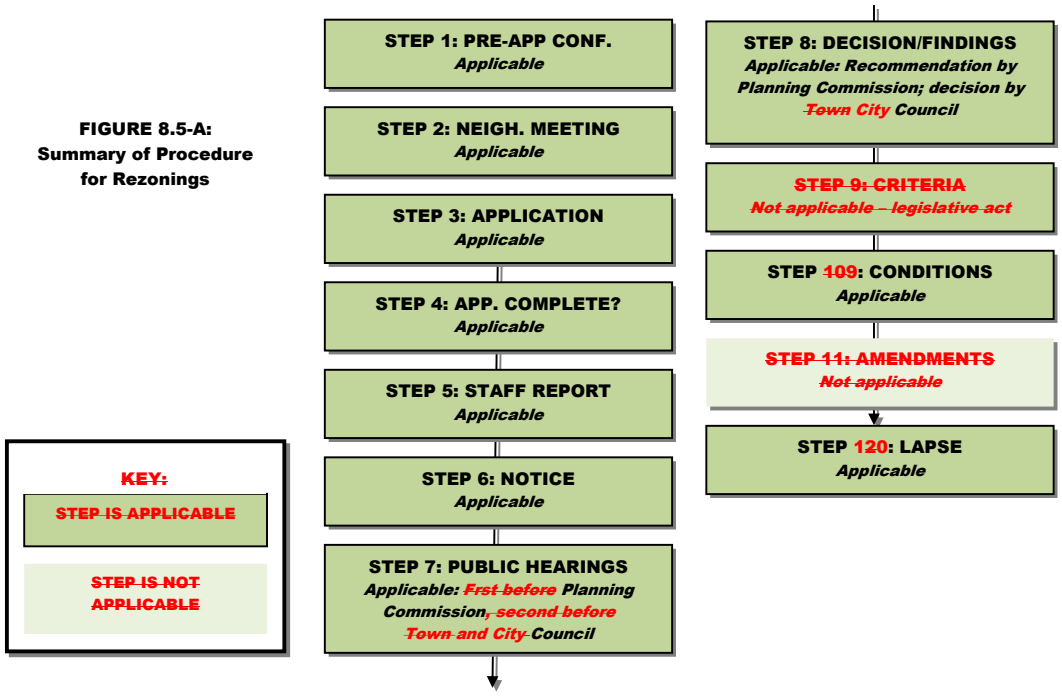
~~**E. Step 5 (Staff Report)**~~

~~Applicable.~~

~~**F. Step 6 (Notice)**~~

~~Published, written, and posted notice required. In addition, if the land proposed for rezoning abuts other municipalities, unincorporated areas, or a combination thereof, copies of the notice of public hearing shall be transmitted to the planning agency of such governmental units abutting such land.~~

FIGURE 8.5-A: Summary of Procedure for Rezonings



G.A. Step 7 (Public Hearings)

Applicable. A public hearing shall be held by the Planning and Zoning Commission and City Council unless the Director or their Designee determines otherwise. A public hearing may be held by City Council, in accordance with the requirements of state law.

H.B. Step 8 (Decision and Findings)

Applicable. The following additional procedures shall apply:

1. Review and Recommendation by Planning and Zoning Commission

a. The Planning and Zoning Commission shall hold a public hearing on the proposed rezoning and, based on the approval criteria in Step 9, vote to recommend that the City Council approve, approve with modifications, or deny the rezoning.

b. The Director or their Designee shall forward the Planning and Zoning Commission's recommendation to the City Council with an ordinance to amend the official zoning map in accordance with the recommendation.

2. Action by City Council

The City Council shall hold a hearing on the proposed rezoning and, within 90 days, based upon the approval criteria in Step 9 and the recommendations of the Director and Planning Commission, approve, approve with modifications, or deny the ordinance to amend the zoning map, or refer the application back to the Planning and Zoning Commission or to a committee of the City Council for further consideration.

3. Protests

If the owners of 20 percent of the property by area and number of lots, tracts and condominium units within the zoning area of the affected property file a protest in writing against a proposed rezoning, it shall not become effective except by the favorable vote of three-fourths of all members of the City Council. If any members of the City Council are unable to vote on such a question because of a conflict of interest, then the required number of votes for passage of the question shall be three-fourths of the remaining membership of the City Council, provided that such required number of votes shall in no event be less than a majority of the full membership of the City Council. For the purposes of this section, "zoning area" means both of the following: The area within one hundred fifty (150) feet, including all rights-of-way, of the affected property subject to the proposed amendment or change, and; the area of the proposed amendment or change.[6]

4. Form of Amending Ordinance

An ordinance amending the zoning map shall contain the following:

a. The name of each use district that the ordinance applies; and

b. The legal description of the land within each zoning district applied by the ordinance.

5. Successive Applications

Following denial of a zoning map amendment proposal, no new application for the same or substantially the same action shall be accepted within one year of the date of denial, unless denial is made without prejudice.

~~**I. Step 10 (Conditions of Approval)**~~

~~Applicable.~~

~~**J. Step 11 (Amendments)**~~

~~Not applicable.~~

~~**K.**~~**C. ~~Step 12 (~~Lapse~~)~~**

The City Council may approve a rezoning conditioned upon a schedule for development of the specific use or uses for which rezoning is requested. If at the expiration of this period the property has not been improved for the use for which it was conditionally approved, the City Council, after notification by certified mail to the owner and applicant who requested the rezoning, shall schedule a public hearing to take administrative action to extend, remove or determine compliance with the schedule for development or take legislative action to cause the property to revert to its former zoning classification.

[6] ORD 11-18; 08/07/2018

8.6. COMMUNITY MASTER PLAN ~~PLAN~~ AND PLANNED AREA DEVELOPMENT ~~PLANS~~

8.6.1. Purpose

The Community Master Plan (CMP) and Planned Area Development (PAD) provisions are established for the following purposes:

A. To permit and encourage innovative land development while maintaining appropriate limitations on the character and intensity of use and assuring compatibility with adjoining and nearby properties;

B. To permit greater flexibility within the development to best utilize the physical features of the particular site in exchange for greater public benefits than would otherwise be achieved through development under this Development Code; and

C. To encourage integrated and unified design and function of the various uses comprising the CMP or PAD.

8.6.2. Applicability

A. ~~A CMP may be established as an overlay zoning district and is intended as an alternative to conventional development.~~ ~~A~~ CMP and PAD Districts are ~~is~~ intended for larger, unusual, or exemplary projects and should not be used to achieve minor changes from Development Code requirements that could be accomplished through the Minor Modification, Variance, or amendment procedures. No CMP shall be established for any site containing less than 640~~80~~ contiguous acres and no PAD shall be established for less than 5 contiguous areas.~~:~~

~~**B.** The procedures and criteria in this Section 8.6 shall also be used to establish a planned area development (PAD).~~

~~**8.6.3. Relationship to Underlying General Zoning District**~~

~~**An application to establish a Community Master Plan or Planned Area Development overlay district may be submitted for land located within any general zoning district or combination of districts. The approved CMP and PADapplies the overlay zoning district and establishes the location and character of the uses and the unified development of the tract(s). The regulations of the underlying general zoning district or districts remain applicable except as specifically modified pursuant to the provisions contained in the approved CMP. Approval of the CMP plan is required prior to development in a CMP overlay district. CMPs and PADs are subject to recommendation by the Planning Commission and approval of the City Council. An application for CMP or PAD approval may be submitted concurrently with a petition for annexation or a request for rezoning. The CMP shall be adopted by the City Council as part of an approved development agreement between the City and the applicant.**~~

8.6.34. Prior CMPs, PADs, and Pending Applications

Development within an approved Community Master Plan and/or a Planned Area Development (PAD) area are~~is~~ subject to the standards of Article 5, *Development and Design Standards and Guidelines*; however, the application of such standards and guidelines shall not limit the uses, densities, or intensities approved in the CMP or PAD. If a new CMP and/or PAD is submitted for initial review for a particular property following the effective date of this Development Code, Article 5 shall serve as the "baseline" for the development of any development or design standards to be

incorporated into the plan. All CMPs and PADs are subject to vesting rights as defined in state statutes and, the City Code~~, and approved Development Agreements~~.

8.6.45. Coordination With Subdivision Review

A. Subdivision review required under Section 8.8 Subdivision of this Article, if applicable, may be carried out concurrently with the review of CMP or PAD plans under this Section 8.6. If subdivision approval is required for the subject property and the City and applicant agree to coordinate review, the CMP or PAD plans required under this Section 8.6 shall be submitted in a form that satisfies the requirements for preliminary and final subdivision plat approvals.

B. If any provisions of this Section or the CMP or PAD standards of Section 2.7.1.~~, Community Master Plan,~~ conflict with the subdivision procedures or standards of this Development Code, the more restrictive or detailed requirements shall be met.

8.6.56. Procedure

The common development review procedures of Section 8.2 shall apply, with modifications as noted in the separate process guide. in~~below.~~ (See Figure 8.6-A.)

~~**A. Step 1 (Pre-Application Conference)**~~

~~Applicable.~~

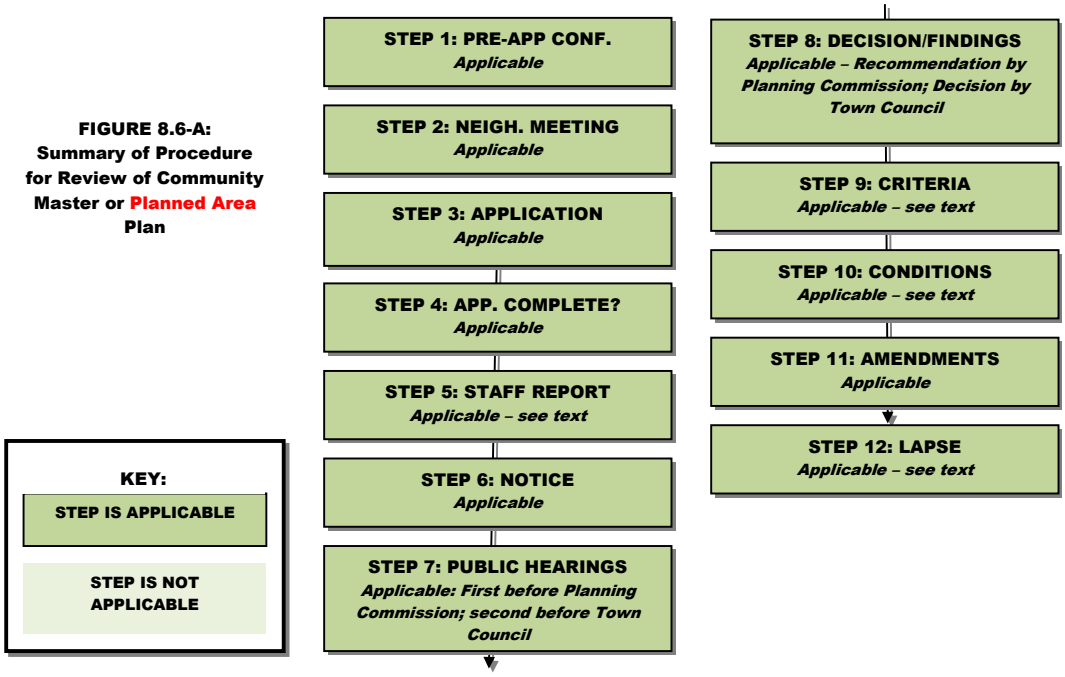
~~**B. Step 2 (Neighborhood Meeting)**~~

~~Applicable.~~

~~**C. Step 3 (Development Application Submittal)**~~

~~Applicable, as follows: The application for a CMP shall include a plan prepared to the specifications in the application packet. The plan shall include, at a minimum, maps drawn to scale and text that identify:~~

FIGURE 8.6-A:
Summary of Procedure for Review of Community Master or Planned Area Plan



~~1. The boundaries of the proposed Community Master Plan overlay district.~~

~~2. The existing topographic character of the land including floodplains, treed areas, and other natural features affecting development of the site.~~

~~3. Sufficient surrounding area to demonstrate the relationship of the CMP overlay district to adjoining uses, both existing and proposed.~~

~~4. An explanation of the character and concepts of the proposed CMP overlay district, including all proposed land uses. A list of uses to be allowed by right and a list of uses to be allowed only with a Conditional Use Permit shall also be provided.~~

~~5. A delineation of one or more proposed development areas and the specification of the size of each development area and the identification of the land uses proposed therein, and the intensity of land uses proposed therein. The intensity of residential uses shall be expressed in number of dwelling units. The intensity of non-residential uses shall be expressed in gross floor area of buildings.~~

~~6. A description of any proposed phasing program of the development for all structures, recreational and other common facilities, and open space~~

~~improvements, including an estimated time schedule for commencement and completion dates of construction of each phase.~~

~~7. Location of existing and proposed buildings on the site, including the proposed maximum building heights and minimum building setbacks.~~

~~8. Estimated employment benefits to be provided by development in the CMP district. Such benefits shall be expressed in number of jobs per household derived from the ratio of residential to nonresidential uses.~~

9. ~~The delineation and approximate location of proposed public and private streets and a statement of their functional classifications. The delineation and approximate location of proposed sidewalks, trails and other access points. The entity or entities responsible for ownership and maintenance of all streets, sidewalks, trails, and other amenities contemplated under this paragraph.~~

~~9. A description of proposed public and private open space areas, and any other common areas, and the entity or entities responsible for ownership and maintenance of the same.~~

~~10. Existing or proposed utilities and public services, including drainage facilities. In addition, engineering studies relating to water and sewer, master plans, soil reports, traffic engineering reports, archaeological reports and any other reports as determined by the Director.~~

~~11. A statement that development on the site will meet applicable standards of the underlying zoning district and this Development Code, or a statement specifying the standards of the underlying district and this Development Code to which modifications are proposed and the justification for such modifications.~~

~~12. A statement specifying the public benefit(s) to be contained in or associated with the proposed CMP district.~~

~~13. If the CMP is intended to establish protected development rights under state statutes, a statement identifying the CMP as a "Protected Development Right Plan" and setting forth the duration of such rights, consistent with state law.~~

~~14. Any development agreement to be executed in connection with the CMP.~~

~~**D. Step 4 (Determination of Application Completeness)**~~

~~Applicable.~~

~~**E. Step 5 (Staff Report)**~~

~~Applicable.~~

~~**F.**~~ **A. ~~Step 6 (~~Notice~~)~~**

~~Applicable.~~ Written, published, and posted notice required. Rezonings to the CMP or PAD ~~overlay~~ district shall comply with all notice requirements set forth generally for rezonings in Section 8.5.2.F *Notice* of this Development Code.

~~G.~~ B. ~~Step 7 (~~**Public Hearings**~~)~~

~~Applicable, as follows:~~ One public hearing is required before the Planning and Zoning Commission and one public hearing before the City Council.

~~H.~~C. ~~Step 8 (~~**Decision and Findings**~~)~~

Applicable, as follows:

1. Review and Recommendation by Planning and Zoning Commission

The Planning and Zoning Commission shall conduct a public hearing on the CMP or PAD and shall ~~, based on the approval criteria in Step 9,~~ recommend approval as submitted, approval with modifications, or denial. Recommended approval of the CMP or PAD shall vest no rights to the applicant other than the right to have the CMP or PAD reviewed by the City Council.

2. Permitted Minor Changes Prior to City Council Hearing

Minor changes in the location, siting, and height of structures, streets, driveways, and open spaces may be authorized by the Director or their Designee to be included in the CMP or PAD development plan to be reviewed by the City Council without additional public hearings, if such changes are required by engineering or other circumstances not foreseen at the time the CMP or PAD development plan was approved by the Planning and Zoning Commission. No change authorized by this subsection may cause any of the following:

a. A change in the use or character of any portion of the development;

b. An increase by more than one percent in the overall coverage of structures;

c. An increase in the density or intensity of use;

d. An increase in the problems of traffic circulation and public utilities;

e. A reduction of not more than one percent in approved common open space;

f. A reduction in off-street parking and loading spaces; or

g. A reduction in required pavement widths.

3. Review and Decision by City Council

The Council shall review the CMP or PAD application at a regularly scheduled and noticed public hearing. The City Council shall consider the Planning and Zoning Commission's recommendations and approve, conditionally approve, or deny the application, or table the application for further review~~, based on the applicable approval criteria in Step 9~~.

4. Action by City Council

The City Council may by ordinance approve the rezoning to the CMP or PAD overlay district, granting the applicant the right to proceed in accord with the approved CMP or PAD development plan.

~~5. Form of Amending Ordinance~~

~~An ordinance amending the zoning map to create or modify a CMP overlay district shall contain the following:~~

~~a. The name of each base zoning district to which the ordinance applies;~~

~~b. The legal description of the land within each zoning district applied by the ordinance; and~~

~~c. A copy of the CMP development plan (as required in Step 3 above) as approved, including any development agreement , subject to such additional conditions and upon such terms as the City Council deems necessary or appropriate to effectuate the purposes of this Development Code and the General Plan.~~

~~6. Recordation~~

~~A copy of the CMP development plan as approved, including any development agreement, shall be recorded with the appropriate county clerk and recorder's office within 10 days of approval by the City Council.~~

~~7. Placement on Official Zoning Map~~

~~All CMPs approved in accordance with the provisions of this section shall be referenced on the zoning district map, and a copy of such CMPs, together with the category of uses permitted therein, shall be maintained as part of this Development Code.~~

~~8.~~5. Successive Applications

Following denial of a CMP or PAD rezoning request, no new application for the same or substantially the same rezoning shall be accepted within one year of the date of denial, unless the denial is made without prejudice.

~~9.~~6. Protests

If the owners of 20 percent or more of the area immediately adjacent in the rear or any side of the property proposed to be in the CMP or PAD extending one hundred fifty feet from the proposed CMP or PAD property, or of the area directly opposite the proposed CMP or PAD property extending one hundred fifty feet from the street frontage of the opposite lots, file a protest in writing against a proposed CMP or PAD, it shall not become effective except by the favorable vote of three-fourths of all members of the City Council. If any members of the City Council are unable to vote on such a question because of a conflict of interest, then the required number of votes for passage of the question shall be three-fourths of the remaining membership of the City Council, provided that such required number of votes shall in no event be less than a majority of the full membership of the City Council.

~~I.~~D. ~~Step 9 (~~**Criteria for Approval**~~)~~

~~Applicable, as follows:~~ The Planning and Zoning Commission may recommend approval, and the City Council may approve, a CMP or PAD that meets all of the following criteria:

1. The CMP or PAD addresses a unique situation, confers a substantial benefit to the City, or incorporates creative site design such that it achieves the purposes of this Development Code and represents an improvement in quality over what could have been accomplished through strict application of the otherwise applicable district or development standards. Such improvements in quality may include, but are not limited to: improvements in open space provision and access; environmental protection; tree/vegetation preservation; efficient provision of streets, roads, and other utilities and services; or increased choice of living and housing environments.
2. The CMP or PAD is consistent with and conforms to goals, policies, and applicable elements of the General Plan and the purposes of this Development Code;
3. Facilities and services (including roads and transportation, water, gas, electricity, police and fire protection, and sewage and waste disposal, as applicable) will be available to serve the subject property while maintaining adequate levels of service to existing development;
4. The CMP or PAD is not likely to result in significant adverse impacts upon the natural environment, or such impacts will be substantially mitigated;
5. The CMP or PAD is not likely to result in significant adverse impacts upon other property in the vicinity of the subject tract; and
6. Future uses on the subject tract(s) will be compatible with uses on other properties in the vicinity of the subject tract.

~~J.~~E. ~~Step 10 (~~**Conditions of Approval**~~)~~

~~Applicable, as follows: Unless otherwise provided by the City Council in its final approval of a CMP, and in addition to any unique conditions that may be applied as part of the final approval, the following shall be standard conditions of approval of all CMPs:~~

~~1. Submission of documents from a title company establishing to the Director's satisfaction the person(s) holding fee title to the subject property at the time of the application and up to and including the date of final approval of the CMP.~~

~~2. Execution by applicant and any other required signatories of any development agreement required in connection with the CMP.~~

~~3. The development standards set forth within the applicant's submitted CMP shall be deemed to be incorporated within the action of the City~~

~~Council in its approval of the application for CMP, except as modified under this Section 8.6.~~

~~4. A CMP development shall be platted in accordance with the requirements of Article 6, Land Subdivision, of this Development Code.~~

~~5.~~1. The development of an approved CMP or PAD shall be subject to the provisions of this Development Code as they existed on the date of approval of the CMP or PAD by the City Council, except as modified within the approved CMP or PAD, or by applicable amendments to the City Code.

~~6.~~2. ~~The provisions of this Development Code, as amended subsequent to the date of approval by the City Council of a CMP, excluding changes in the permitted use, density, or intensity of use of the underlying general zoning districts, may be incorporated within the previously approved CMP upon the approval of the City Council of an application for amendment.~~ Substantive Code changes regarding permitted use, density, or intensity of use of the underlying general zoning districts may be incorporated within the previously approved CMP or PAD upon the approval of the City Council of an application for amendment, provided such incorporation does not conflict with vested or protected development rights.

~~K. Step 11 (Amendments)~~

~~Applicable, as follows: Applications to amend a CMP that has received final approval and been adopted by the City Council shall be filed with the Development Services Department. All CMP amendment applications must be signed by all owners of property, or their designees, within the area that is directly subject to the proposed amendment to the CMP.~~

~~1.~~3. **Major Amendments**

Major amendments to Community Master Plans or Planned Area Developments shall be reviewed, processed, and approved in the same manner as required for the original CMP or PAD to which amendment is sought, including all notice and citizen participation requirements. Any major amendment shall be recorded in the real estate records of Maricopa County, Arizona, in accordance with the procedures established for the filing and recording of approved CMPs~~ommunity Master Plans~~ or PADs. All CMP or PAD amendment applications not meeting the criteria set forth in this Section for major amendments shall be deemed applications for minor amendments.

For any application for a CMP or PAD Amendment meeting any or all of the following criteria, the amendment shall be a major amendment:

a. Amendments that change the permitted land uses for property in any location of a CMP~~ommunity Master Plan~~ or PAD, or that amend the allowable uses, or amend the development standards in a significant way as determined by the Director or their Designee or regulations for permitted uses, under an approved CMP or PAD. If permitted in the approved CMP~~ommunity Master Plan~~ or PAD, the

location of land uses within any Planning Unit may be altered as long as the overall density and intensity of the approved Planning Unit remains unchanged.

b. Amendments that result in an increase by five percent or more in the number of total residential dwelling units in an approved CMP~~ommunity Master Plan~~ or PAD.

c. Amendments that result in a decrease of planned or identified public parks and/or improved open space by five percent or more of the total amount of public parks and improved open space in the approved CMP~~ommunity Master Plan~~ or PAD; or amendments that result in a decrease of the total amount of natural areas or preserved or undisturbed open space by two percent in the approved CMP~~ommunity Master Plan~~ or PAD.

d. Amendments that propose a shift from one phase, parcel, or development unit (however defined in the approved CMP or PAD) of the CMP~~ommunity Master Plan~~ or PAD to another phase, parcel, or development unit of twenty percent or more of the total number of residential dwelling units permitted under an approved CMP or PAD. Amendments that propose a shift from one phase, parcel, or development unit of the CMP or PAD to another phase, parcel or development unit of more than 10% to 19% of the total number of residential dwelling units under an approved CMP or PAD, unless the Director or their Designee finds, in writing, that the proposed transfer will have no material impact on the services and infrastructure proposed, provided for, and necessary to accommodate and serve the transferred units.

~~**e.** Any amendment that results in a change to the housing floor plan mix provided within an approved Community Master Plan that, as determined in writing by the Director, the proposed change will substantially reduce the options available to future residents of the CMP.~~

~~**f.** Substantial amendments that make any changes to the streets and transportation circulation patterns and regional connectivity under the approved CMP.~~

~~**g.** Any amendment that is deemed by the Director to make such a significant or fundamental change to the Community Master Plan that in the Director's judgment, it should be deemed to be a major amendment.~~

~~2.~~4. Minor Amendments

Minor amendments to an approved Community Master Plan or Planned Area Development are administrative requests and may be approved, approved with conditions, or denied by the Director or their Designee without a public hearing. A minor amendment may be approved by the Director or their Designee as long as the amendment does not constitute, as determined by the Director or their Designee, a substantial alteration

of the fundamental nature and character of the CMP~~ommunity Master Plan~~ or PAD proposed to be amended.

~~3.~~5. Applicability

All proposed amendments to any new or existing CMP~~ommunity Master Plan~~ or PAD that received final approval after the effective date of this Development Code, subject to the provisions of this Development Code, shall be governed by the provisions of this subsection ~~K~~.

~~L~~F. ~~Step 12 (~~Lapse~~)~~

~~Applicable, as follows:~~ Development in the approved CMP or PAD~~overlay~~ district~~s~~ shall commence within five years from the approval of the CMP or PAD~~CMP, or as otherwise approved in the development agreement~~. If development has not commenced within five years~~ or the period specified in the development agreement,~~ the City Council, after notification by certified mail to the owner and applicant who requested the CMP or PAD, shall schedule a public hearing to take administrative action to extend, remove, or determine compliance with the schedule for development or take legislative action to cause the property to revert to its former zoning classification.

8.7. CONDITIONAL USE PERMITS

8.7.1. Purpose and Applicability

This section provides a discretionary approval process for Conditional Use Permits for sites that have unique or widely varying operating characteristics or unusual site development features. Care should be taken to integrate conditional land uses with other uses in the area and to prevent adverse impacts on the community at-large. The procedure encourages public review and evaluation of a conditional use's operating characteristics and site development features.

~~8.7.2. Relationship to Site Plan Requirements~~

~~If Planning Commission site plan review is necessary for a project that also requires a Conditional Use Permit, then the review and approval of both the site plan and the Conditional Use Permit may be coordinated at the discretion of the applicant, in order to obtain both approvals at once. In such cases, the two applications should be filed together and review of each application should proceed simultaneously. The Planning Commission shall render separate decisions on the applications based on the applicable approval criteria in this Section 8.7 and Section 8.9.~~

~~8.7.3. Procedure~~

The common development review procedures of Section 8.2 shall apply, with modifications as noted below and in the separate process guide. (See Figure 8.7-A.)

~~A. Step 1 (Pre-Application Conference)~~

~~Applicable.~~

~~B. Step 2 (Neighborhood Meeting)~~

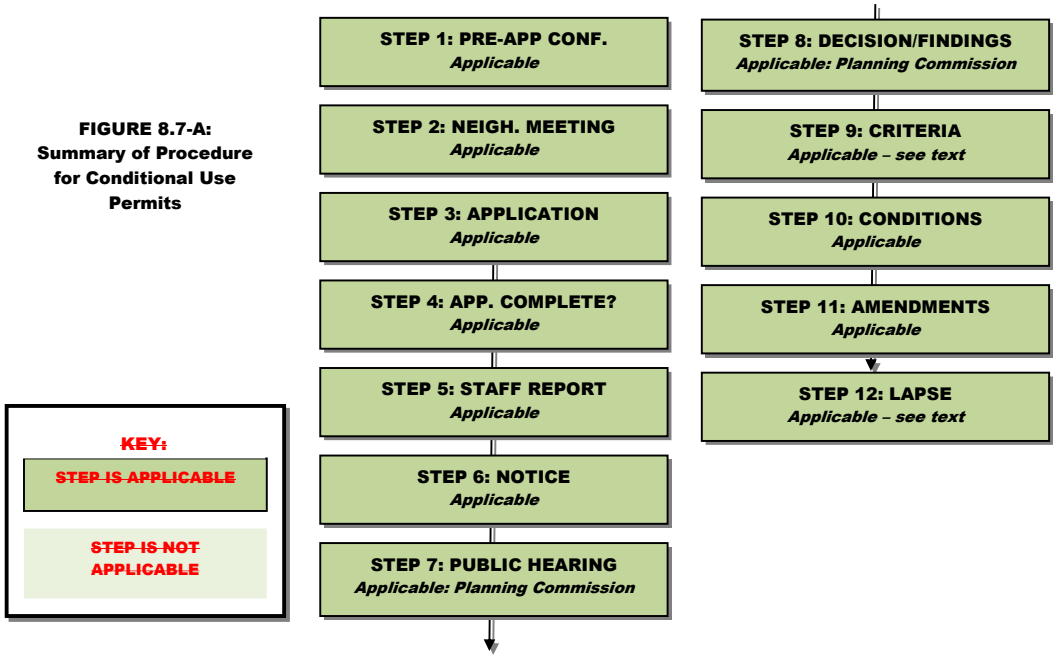


FIGURE 8.7-A: Summary of Procedure for Conditional Use Permits

~~Applicable.~~

~~C. Step 3 (Development Application Submittal)~~

~~Applicable.~~

~~D. Step 4 (Determination of Application Completeness)~~

~~Applicable.~~

~~E. Step 5 (Staff Report)~~

~~Applicable.~~

~~F. Step 6 (Notice)~~

~~Applicable. Published, written and posted notice required.~~

~~G. Step 7 (Public Hearing)~~

~~Applicable.~~

~~H. Step 8 (Decision and Findings)~~

~~Applicable. The following additional procedures shall apply:~~

~~1.~~ A. **Planning and Zoning Commission's Review and Action**

The Planning and Zoning Commission shall hold a public hearing on the proposed application and shall approve, approve with modifications and/or conditions, or deny the application.

~~2.~~ B. **Issuance of a Conditional Use Permit**

An approved conditional use shall not be established until a Conditional Use Permit has been issued by the Development Services Department. The permit shall cite the plans and documents on which the Planning and Zoning Commission based its approval, as well as the specific modifications and/or conditions of the approval, if any.

~~I.~~ Step 9 (Approval Criteria)

Applicable, as follows: A Conditional Use Permit may be approved only if the Planning Commission determines that all of the following criteria have been met:

1. The proposed use is consistent with the General Plan and all applicable provisions of this Development Code and applicable state and federal regulations;
2. The proposed use is consistent with the purpose and intent of the zoning district in which it is located and any applicable use-specific standards in Article 3 of this Development Code;
3. The proposed use is compatible with adjacent uses in terms of scale, site design, and operating characteristics (such as, but not limited to, hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts);
4. Any significant adverse impacts anticipated to result from the use will be mitigated or offset to the maximum extent practicable;
5. Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will be available to serve the subject property while maintaining adequate levels of service for existing development;
6. Adequate assurances of continuing maintenance have been provided; and
7. Any significant adverse impacts on the natural environment will be mitigated to the maximum extent practicable.

~~J. **Step 10 (Conditions of Approval)**~~ OK to remove, will be in separate documents.

~~Applicable, with the following additions:~~

~~1. Any of the conditions imposed by the permit shall be considered as conditions precedent to the granting of a building permit for the conditional use allowed.~~

~~2. If a site plan is not processed concurrently with the Conditional Use Permit application pursuant to Section 8.7.2 Relationship to Site Plan Review, then a site plan meeting the conditions specified in the Conditional Use Permit shall be required and shall be submitted and processed pursuant~~

~~to Section 8.9 Site Plan Review prior to issuance of any building permits for the subject property.~~

~~**K. Step 11 (Amendments)**~~

~~Applicable.~~

~~**L.**~~ **C. ~~Step 12 (~~Lapse~~)~~**

Applicable, as follows:

~~1.~~8. In the event of noncompliance by the applicant with the Conditional Use Permit or any conditions of approval, or if the Conditional Use is not in operation within two years after the date of its approval, the Planning and Zoning Commission may initiate proceedings to review the Conditional Use Permit. Such review shall occur in the same manner as for original approval, and upon completion of such review the Planning and Zoning Commission may revoke the Conditional Use Permit or amend the original approval.

~~2.~~9. Should the Conditional Use cease operation for a period longer than one year, then the permit shall be considered void and shall require a new application.

8.8. SUBDIVISION

8.8.1. Purpose

The purpose of the subdivision review process is to ensure compliance with the subdivision standards and requirements in Article 6, *Land Subdivision*, while encouraging quality development consistent with the goals, policies, and objectives in the City's General Plan.

8.8.2. Applicability

A. The procedures of this Section 8.8, and the standards and requirements in Article 6, Land Subdivision, shall apply to all land divisions as defined in Article 6, Subdivision and Article 10, Definitions of this Development Code, including any subdivisions or re-subdivisions created by an exercise of the power of eminent domain by an agency of the state or City, unless specifically excluded by state law.

B. Administrative Review

The following types of subdivisions may be approved by the director through the administrative review process.

1. Land Splits.

2. Minor subdivisions which do not include right-of-way.

C. Planning and Zoning Commission Review

The following types of subdivisions shall require final review by the Planning and Zoning Commission:

1. Preliminary Plats.

D. City Council Review

The following types of subdivisions shall require final review by the City Council:

1. Final Plats.

2. Right-of-way dedications.

3. Maps of Dedications.

4. Abandonment of right-of-way.

~~**D. City Council Review**~~

~~The following types of subdivisions shall require final review by the City Council.~~

~~1. Final Plats.~~

~~2. Minor Subdivisions which include right-of-way dedications.~~

~~3. Maps of Dedications.~~

~~4. Abandonment of right-of-way.~~

~~**E. Pending Applications**~~

~~An applicant with a complete application that has been submitted for review, but upon which no final action has been taken prior to the effective date of this ordinance (Ord. 07-22) may request review under this ordinance by written letter to the director.~~

8.8.3. Subdivision Approval is Prerequisite to Other Approvals

No building permit or certificate of occupancy may be issued for any building, structure, or improvement located within a subdivision, and no plat for a subdivision may be recorded, until a plan for the subdivision has been approved and ~~all required dedications of land have been made and~~ all required improvements have been installed or financial assurances have been accepted in accordance with the procedures and requirements of this Development Code.

8.8.4. Restriction on Sale or Transfer of Subdivided Land Without Approved Plat

Any person who transfers or sells any land located within the City by reference to a plat that has not been approved by the City and recorded by the appropriate County shall be guilty of a violation of this Development Code. ~~Any person who transfers or sells land located within the City without meeting the applicable requirements of this Development Code and A.R.S. Sections 9-463, 9-463.01, 9-463.02 and 9-463.03 shall be guilty of a violation of this Development Code.~~

~~**8.8.5. Existing Lots of Record**~~

~~No provision of this Section 8.8 or Article 6, *Land Subdivision*, applies to any lot in a subdivision legally created and filed of record before the effective date of this Development Code, unless any lot, parcel, or tract is further subdivided.~~

8.8.56. Procedure for Review of Minor Subdivisions

The procedure in this section shall apply to subdivisions that create ten or fewer lots or tracts, and land splits. The common development review procedures of Section 8.2 shall apply, with modifications as noted ~~below~~ in the separate process guide.

~~**A. Step 1 (Pre-Application Conference)**~~

~~Not Applicable.~~

~~**B. Step 2 (Neighborhood Meeting)**~~

~~Not applicable.~~

~~**C. Step 3 (Development Application Submittal)**~~

~~Applicable.~~

~~**D. Step 4 (Determination of Application Completeness)**~~

~~Applicable.~~

~~**E. Step 5 (Staff Report)**~~

~~**1.** Land Split: Not applicable.~~

~~**2.** Minor Subdivision (no right-of-way dedication): Not applicable.~~

~~**3.** Minor Subdivision (with right-of-way dedication: Applicable.~~

~~**F.**~~ **A.** ~~**Step 6 (**~~**Notice**~~~~)~~

~~**1.** Land Split: Not applicable.~~

~~**2.** Minor Subdivision (no right-of-way dedication): Not applicable.~~

~~**3.**~~ 1 Minor Subdivision (with right-of-way dedication): Public Hearing notice is not required however, mailed notice of application is required~~applicable~~ and the following procedure shall apply:

a. Upon application, the applicant shall provide the Director or their Designee with a map exhibit and current list of applicable property owners and organizations as listed below.

b. Written "Notice of Application" shall be provided by the applicant to all persons, agencies, organizations or associations listed on the records of the county assessor as owners of land subject to the application or as owners of the parcels within 300 feet of the outer boundary of the lands subject to the application via first class US mail. Written notice shall also be provided in the same manner to the City of Buckeye Planning Division.

c. Notice shall be mailed within 15 days of the date of application. The applicant shall provide a written "Affidavit of Mailing" to the Development Services Department certifying that the notice of application was mailed in accordance with the requirements of this section.

~~**G.**~~ **B.** ~~**Step 7 (**~~**Public** ~~**Hearings**~~**Meetings**~~~~)~~

~~Not applicable, however A~~a City Council public meeting is required for minor subdivisions which include right-of-way dedications.

~~**H. Step 8 (Decision and Findings)**~~

~~Applicable. The following additional procedures shall apply:~~

~~**1. Review and Decision**~~

~~The final decision body shall review each proposed land split or minor subdivision in light of the applicable approval criteria in Step 9 and shall~~

~~act to approve, approve with conditions, or deny the proposed minor subdivision.~~

~~I.~~ C. ~~Step 9 (~~**Approval Criteria**~~)~~

~~Applicable, as follows:~~ The final decision body shall approve a minor subdivision or land split application if it meets the following criteria:

1. The minor subdivision or land split is consistent with and implements the intent of the specific zoning district in which it is located and complies with all applicable use, development, and design standards set forth in this Development Code;

2. As applicable, the minor subdivision or land split is consistent with the terms and conditions of any previously approved CMP; and

3. Adequate and sufficient public safety, transportation, utility facilities and services, recreation facilities, parks, and schools are available to serve the subject property, while maintaining sufficient levels of service to existing development.

~~**J. Step 10 (Conditions of Approval)**~~

~~Applicable.~~

~~**K. Step 11 (Amendments)**~~

~~Applicable.~~

~~**L. Step 12 (Lapse)**~~

~~Not applicable.~~

8.8.6~~7~~. Procedure for Review of Preliminary Plats

The common development review procedures of Section 8.2 shall apply, with modifications as noted below.

A. Step 1 (Pre-Application Conference) (Sketch Plan)

~~Applicable, as follows:~~ A sketch plan shall be submitted ~~to the Director staff~~ on a form contained in the application packet. A sketch plan represents a generalized land use plan and layout for the area proposed to be included within a subdivision. ~~It is a mandatory step that allows early, informal evaluation of a proposed subdivision before detailed planning and engineering work is undertaken and substantial expenses are incurred. At a minimum, the sketch plan shall contain the following information:~~

1. Uses proposed;

2. Intensity or density of uses proposed;

3. Location of public and private open space;

4. Drainage facilities;

5. All public and private road, street, and pedestrian networks proposed; and

6. Existing or proposed utilities and public services for the development.

B. Step 2 (Neighborhood Meeting)

Optional at the applicant's or Director's discretion.

C. Step 3 (Development Application Submittal)

Applicable.

D. Step 4 (Determination of Application Completeness)

Applicable.

E. Step 5 (Staff Report)

Applicable.

F. Step 6 (Notice)

Public Hearing notice is not required however, mailed notice of application is applicable and the following procedure shall apply:

1. Upon application, the applicant shall provide the Director with a map exhibit and current list of applicable property owners and organizations as listed below.

2. Written "Notice of Application" shall be provided by the applicant to all persons, agencies, organizations or associations listed on the records of the county assessor as owners of land subject to the application or as owners of the parcels within 300 feet of the outer boundary of the lands subject to the application via first class US mail. Written notice shall also be provided in the same manner to the City of Buckeye Planning Division.

3. Notice shall be mailed within 15 days of the date of application. The applicant shall provide a written "Affidavit of Mailing" to the Development Services Department certifying that the notice of application was mailed in accordance with the requirements of this section.

G. Step 7 (Public Hearings)

Public meeting is required.

H. Step 8 (Decision and Findings)

Applicable. The following additional procedures shall apply for all applications:

~~1. Public Hearing or Public Meeting by Planning Commission~~

~~a. A copy of the preliminary plat filed with the City shall be available for public viewing during regular business hours. Anyone may submit written comments recommending approval or denial of the preliminary plat, stating the reasons therefore, to the Planning Commission on or before the date for the public hearing or meeting.~~

~~b. The Planning Commission shall hold a public hearing or meeting on the preliminary plat and shall consider staff recommendations and any comments received from the referral entities and make a final decision, based on the criteria in Step 9.~~

~~2.~~1. **Effect of Approval**

Approval of a preliminary plat shall be deemed an expression of approval to the layouts submitted on the preliminary plat as a guide for the future installation of streets, water, sewer, and other required improvements and utilities and to the preparation of the final or record plat. Except as provided for in this section, approval of the preliminary plat shall constitute permission to submit a final plat when all conditions of approval noted as provided in this section have been met.

~~3.~~2. **Construction Work**

No construction work shall begin on the proposed improvements in the proposed subdivision prior to approval of the final plat. The subdivider may undertake certain ground excavations for grading and drainage purposes if the proper permits are issued by the Director or their Designee, at the subdivider's risk.

~~4.~~3. **Appeal to the City Council**

Appeals of decisions made by the Planning and Zoning Commission under this Section shall be made to the City Council and scheduled as a Public Hearing. No neighborhood meeting shall be required prior to the hearing, however all other notification requirements in Section 8.2.6 shall apply. City Council decision of Planning and Zoning Commission Preliminary Plat appeals shall be final.

~~I. Step 9 (Approval Criteria)~~

~~Applicable, as follows: A preliminary plat may be approved only if the Planning and Zoning Commission finds that all of the following criteria have been met:~~

~~1. The subdivision is consistent with the General Plan.~~

~~2. The subdivision is consistent with and implements the intent of the specific zoning district(s) in which it is located.~~

~~3. The general layout of lots, roads, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed to meet the City's standards related to health and safety and in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and~~

~~riparian areas, protects critical wildlife habitat, and otherwise accomplishes the purposes and intent of this Development Code.~~

~~4. The subdivision complies with all applicable use, development, and design standards set forth in this Development Code that have not otherwise been modified or waived pursuant to this Article 8. Applicants shall refer to the dimensional standards in Article 4 and the development standards in Article 5 of this Development Code and shall implement them in the layout of the subdivision in order to avoid creating lots or patterns of lots in the subdivision that will make compliance with such development and design standards difficult or infeasible.~~

~~5. The plat complies with all requirements set forth in Article 6, Land Subdivision, of this Development Code.~~

~~6. The subdivision complies with all applicable regulations, standards, requirements, or plans of the federal or state governments and other relevant jurisdictions, including but not limited to wetlands, water quality, erosion control, and wastewater regulations.~~

~~7. The subdivision will not result in adverse impacts on the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated.~~

~~8. The subdivision shall be integrated and connected, where appropriate, with adjacent development through street connections, sidewalks, trails, and similar features.~~

~~9. The subdivision will not result in adverse impacts on adjacent properties, or such impacts will be substantially mitigated.~~

~~10. Adequate and sufficient public safety, transportation, utility facilities and services, recreation facilities, parks, schools, and fire stations are or may be available to serve the subject property, while maintaining sufficient levels of service to existing development.~~

~~11.~~4. ~~As applicable, the proposed phasing plan for development of the subdivision is rational in terms of available infrastructure capability.~~

~~**J. Step 10 (Conditions of Approval)**~~

~~Applicable.~~

~~**K. Step 11 (Amendments)**~~

~~Applicable.~~

~~**L.**~~**B. ~~Step 12 (~~Lapse~~)~~**

1. Approval of a preliminary plat shall be effective for three~~two~~ years, unless otherwise stated in such approval.

2. For a preliminary plat which identifies phases, the preliminary plat shall be effective for three~~two~~ years. For each preliminary plat phase in which a final plat is recorded, the effective period of the approved

preliminary plat shall be extended an additional two years from the recording date of the final plat.

3. This validity period may be administratively extended an additional 12 months from the date of expiration if, in the opinion of the director, satisfactory progress has been made towards the completion of the final plat for the next phase of subdivision development. Additional written requests not conforming to this section may be granted by the Planning and Zoning Commission. The Commission shall hold a public meeting and modify, add, or remove conditions as part of an extension request.

4. Failure by the applicant to request a time extensions or obtain building permits prior to the expiration of the preliminary plat shall render the unbuilt portion of the preliminary plat null

8.8.78. Procedure for Review of Final Plats

The common development review procedures of Section 8.2, *Common Development Review Procedures,* shall apply, with modifications as noted in the separate process guidebelow.

~~**M. Step 1 (Pre-Application Conference)**~~

~~Not applicable.~~

~~**N. Step 2 (Neighborhood Meeting)**~~

~~Not applicable.~~

~~**O. Step 3 (Development Application Submittal)**~~

~~Applicable.~~

~~**P. Step 4 (Determination of Application Completeness)**~~

~~Applicable.~~

~~**Q. Step 5 (Staff Report)**~~

~~Not applicable.~~

~~**R. Step 6 (Notice)**~~

~~Not applicable.~~

~~**S.**~~**A. ~~Step 7 (~~Public ~~Hearings~~Meetings~~)~~**

T~~Not applicable, however t~~he City Council shall hold a public meeting for consideration of the request.

~~**T. Step 8 (Decision and Findings)**~~

~~Applicable. The following additional procedures shall apply:~~

~~**1. Director's Review and City Council Decision**~~

~~The Director and staff shall review each proposed final plat application in light of the applicable approval criteria in Step 9. All construction plans for subdivision-related public improvements shall be referred to the City Engineer for review and approval. Based on the results of those reviews, the Director shall recommend the City Council approve, approve~~

~~with conditions, or deny the proposed final plat. If the Director finds that the final plat submittal documents do not comply with the applicable requirements of this Development Code, the Director may refer it back to the applicant for modification or further study.~~

~~**2. Effect of Approval**~~

~~Following the approval of a final plat, which shall have all permitted modifications, waivers, or variances expressly noted thereon, the final plat shall be signed by the Director, the City Engineer, the Mayor and City Clerk. The final plat shall then be recorded no later than 10 days after the final plat is executed by the City.~~

~~**3. Acceptance of Dedications**~~

~~Execution of the approved final plat shall constitute the City's preliminary acceptance of any public dedication, subject to an improvements guarantee.~~

~~**4. Improvements Guarantee**~~

~~The subdivider shall provide any required guarantees and warranties required by Article 6, *Land Subdivision*, to the City Clerk prior to the recording of the plat. For a period of two years after receipt of an acceptance letter from the City, the applicant shall guarantee the conditions of all public facilities and be responsible for the structural maintenance and the repair of any defects that may emerge during that period. Ownership and maintenance of those areas not formally accepted shall be the responsibility of the applicant or a private association. At the end of two years, the applicant shall petition the City for formal final release from the responsibility for the improvements. The City shall then inspect the improvements and determine whether the applicant has met the conditions specified in the preliminary acceptance. If conditions have been met, the City shall release the applicant from responsibility for the improvements. Upon final acceptance, it shall be the City's responsibility to maintain and repair all such improvements, unless stated otherwise on the final plat or within any development agreement recorded in connection with the development.~~

B.~~I.~~ ~~Step 9 (~~Approval Criteria~~)~~

~~Applicable, as follows:~~ The City Council shall approve a final plat if it meets the following criteria:

~~5.~~1. The final plat substantially conforms to the approved preliminary plat and incorporates all recommended changes, modifications, and conditions attached to approval of the preliminary plat.

~~6.~~2. Plans and specifications for improvements connected with development of the subdivision comply with the standards in Article 6, Land Subdivision, of this Development Code, and any other relevant City, county, state, or federal regulations, except to the extent modifications, variances, or exceptions have been expressly allowed by the terms of the preliminary plat approval. All construction plans for improvements

shall be approved by the City Engineer prior to the City Council's action on the final plat.

~~7.~~3. The applicant has paid or satisfied all applicable fees and charges, including recording fees.

~~**J. Step 10 (Conditions of Approval)**~~

~~Applicable.~~

~~**K. Step 11 (Amendments)**~~

~~**Applicable, with the following additional provisions:**~~

~~8.~~4. **Corrective Plat (Minor Amendment)**

The Director or their Designee may approve minor amendments to approved plats, which shall be recorded and shall control over the preceding or final plat without vacation of that plat, if the amending plat is signed by the applicants only ~~and the sole purpose of the amending plat is to:~~

~~**a.** Correct an error in a course or distance shown on the preceding plat;~~

~~**b.** Add a course or distance that was omitted on the preceding plat;~~

~~**c.** Correct an error in a real property description shown on the preceding plat;~~

~~**d.** Indicate monuments set after the death, disability, or retirement from practice of the engineer or surveyor responsible for setting monuments;~~

~~**e.** Show the location or character of a monument that has been changed in location or character or that is shown incorrectly as to location or character on the preceding plat;~~

~~**f.** Correct any other type of scrivener or clerical error or omission previously approved by the municipal authority responsible for approving plats, including lot numbers, acreage, street names, and identification of adjacent recorded plats;~~

~~**g.** Correct an error in courses and distances of lot lines between two adjacent lots if:~~

~~**(i)** Both lot owners join in the application for amending the plat;~~

~~**(ii)** Neither lot is abolished;~~

~~**(iii)** The amendment does not attempt to remove recorded covenants or restrictions; and~~

~~**(iv)** The amendment does not have a material adverse effect on the property rights of the owners in the plat;~~

~~**(v)** Relocate a lot line to eliminate an inadvertent encroachment of a building or other improvement on a lot line or easement; or~~

~~**(vi)** Relocate one or more lot lines between one or more adjacent lots if all of the following have been met:~~

~~(1) The owners of all those lots join in the application for amending the plat;~~

~~(2) The amendment does not attempt to remove recorded covenants or restrictions; and~~

~~(3) The amendment does not increase the number of lots.~~

~~Notice, a public hearing, and the approval of other lot owners shall not be required for the approval and issuance of a minor amending plat. Minor amendments shall be prepared in the form of an affidavit or, where deemed necessary for clarity, a revised plat certified by a land surveyor licensed with the State of Arizona, and shall be filed with the appropriate County Clerk and Recorder.~~

L. ~~Step 12 (Lapse)~~

~~Not applicable.~~

8.8.89. Procedure for Subdivision Final Plat Re-Plat

All the procedures for a final plat shall be applicable except that Replats shall be administratively approved ~~if they meet the following conditions:unless development standards are changed in the PR zoning district and/or rights-of-way are dedicated. The following applications shall qualify for Final Plat Re-Plat review~~:

A. Up to 10 percent change in the overall density of the plat;

B. Shifts in internal lot lines provided the new lot sizes conform to the minimum zoning district standards; and

C. Any application that, in the Directors or their Designee opinion, does not cause a fundamental change in the overall function of the plat.

8.8.~~10~~9. Procedure for Map of Dedication

All the procedures for a final plat shall be applicable, with the following modifications:

A. A preliminary plat is not a prerequisite for a map of dedication.

B. Tracts and parcels shall not be created by a map of dedication.

8.9. SITE PLAN REVIEW

8.9.1. Purpose

The site plan review process is intended to ensure compliance with the development and design standards of this Development Code and to encourage quality development reflective of the goals, policies, and objectives of the General Plan. ~~For land uses requiring a site plan review, such uses may be established in the City, and building or land use permits may be issued, only after a site plan showing the proposed development has been approved in accordance with the procedures and requirements of this Section 8.9.~~

8.9.2. Applicability

A. Exemptions

The following types of projects are exempt from site plan review:

~~1. Single-family detached or duplex dwelling;~~

~~2.~~1. Tenant improvements in which the existing building is not expanded.

B. Administrative Site Plan Review

The following types of projects site plans may be approved by the Director or their Designee through the administrative site plan review process~~:~~:

1. A single or combination of uses proposed in one or more structures that are less than 75,000 square feet in aggregate building area.
2. A single or combination of uses proposed not within structures which occupy less than 150,000 square feet of aggregate outdoor use area.
3. Antenna co-location on existing tower; non-concealed freestanding towers; and concealed antennae and towers
4. Any proposed development which contains any combination of the above classified types of projects.

C. Planning Commission Site Plan Review

The following types of projects shall require site plan review by the Planning Commission:

1. Any proposed development which is not classified as administrative site plan review.
2. Any Administrative Site Plan referred to the Planning Commission by the Director or their Designee.

D. Pending Applications

An applicant with a complete application that has been submitted for review, but upon which no final action has been taken prior to the effective date of this ordinance (Ord. 07-22) may request review under this ordinance by written letter to the D~~d~~irector or their Designee.

~~**8.9.3. Procedure for Administrative Site Plan Review**~~

~~The common development review procedures of Section 8.2 shall apply, with modifications as noted below.~~

~~**A. Step 1 (Pre-Application Conference)**~~

~~Not required, but recommended.~~

~~**B. Step 2 (Neighborhood Meeting)**~~

~~Not applicable.~~

~~**C. Step 3 (Development Application Submittal)**~~

~~Applicable.~~

D. Step 4 (Determination of Application Completeness)

Applicable.

E. Step 5 (Staff Report)

Applicable.

F. Step 6 (Notice)

Public Hearing notice is not required however, mailed notice of application is applicable and the following procedure shall apply:

1. Upon application, the applicant shall provide the Director with a map exhibit and current list of applicable property owners and organizations as listed below.

2. Written "Notice of Application" shall be provided by the applicant to all persons, agencies, organizations or associations listed on the records of the county assessor as owners of land subject to the application or as owners of the parcels within 300 feet of the outer boundary of the lands subject to the application via first class US mail. Written notice shall also be provided in the same manner to the City of Buckeye Planning Division.

3. Notice shall be mailed within 15 days of the date of application. The applicant shall provide a written "Affidavit of Mailing" to the Development Services Department certifying that the notice of application was mailed in accordance with the requirements of this section.

G. Step 7 (Public Hearings)

Not applicable.

H. Step 8 (Decision and Findings)

Applicable. The following additional procedures shall apply:

1. Action by Director

The Director shall review each administrative site plan application and distribute the application to other reviewers as he or she deems necessary. Based on the results of those reviews, the Director shall take final action on the application and approve, approve with conditions, deny, or defer decision on the application based on the applicable approval criteria below.

2. Referral to Planning Commission

The Director may refer any site plan application to the Planning Commission for Planning Commission review and approval. For any referral, the review procedures for planning commission site plan review shall be applicable.

3. Appeal to the Planning Commission

Appeals of decisions made by the Director under this Section shall be made to the Planning Commission and scheduled as a public hearing. No neighborhood meeting shall be required prior to the hearing, however

all other notification requirements in Section 8.2.6 shall apply. Planning Commission decision of administrative site plans shall be final.

I. Step 9 (Approval Criteria)

Applicable, as follows: A site plan approval constitutes authorization for the applicant to proceed with the preparation of final civil improvement plans, reports and building plans. A site plan may be approved upon a finding that the application meets all of the following criteria:

1. The site plan is consistent with the General Plan;

2. The site plan is consistent with any previously approved subdivision plat, planned development, or any other precedent plan or land use approval as applicable;

3. The site plan complies with all applicable development and design standards set forth in this Development Code; and

4. The development proposed in the plan and its general location is or will be compatible with the character of surrounding land uses.

J. Step 10 (Conditions of Approval)

Applicable.

K. Step 11 (Amendments)

Applicable, with the following modification: The director may approve the following amendments to approved site plans as "minor":

1. Changes in street alignment if such changes further the intent of the General Plan and this Development Code and are acceptable to the City Engineer.

2. Changes in building floor area, lot coverage, siting, and similar provisions of 10 percent or less.

3. Changes in landscaping, sign placement, lighting fixtures, etc. to further the intent of the General Plan and this Development Code.

L. Step 12 (Lapse)

Applicable, as follows:

1. The site plan shall be effective for a period of two years from the date of approval, unless stated otherwise in such approval. The Director may grant a one-time extension of 12 months upon written request of the applicant prior to the expiration of the site plan.

2. Written request for extensions not conforming to the above may be granted by the Planning Commission. The Commission shall hold a public meeting and may modify, add, or remove conditions as part of an extension request.

3. Failure by the applicant to request a time extensions or obtain building permits prior to the expiration of the site plan shall render the unbuilt portion of the site plan null and void. The submittal, review, and approval

of a revised site plan and fees shall be required prior to obtaining a building permit.

8.9.4. Procedure for Planning Commission Site Plan Review

The common development review procedures of Section 8.2 shall apply, with modifications as noted below.

A. Step 1 (Pre-Application Conference)

Not required, but highly recommended.

B. Step 2 (Neighborhood Meeting)

Not Applicable.

C. Step 3 (Development Application Submittal)

Applicable.

D. Step 4 (Determination of Application Completeness)

Applicable.

E. Step 5 (Staff Report)

Applicable.

F. Step 6 (Notice)

Public Hearing notice is not required however, the procedures of Section 8.9.3.F shall apply.

G. Step 7 (Public Hearing)

A public hearing is not applicable; however the Planning Commission shall hold a public meeting for consideration of the request.

H. Step 8 (Decision and Findings)

Applicable. The following additional procedures shall apply:

1. Planning Commission's Review, Hearing, and Decision

The Planning Commission shall hold a Public Meeting on the proposed application and approve, approve with conditions, or deny the proposed site plan, based on the applicable approval criteria in Step 9.

2. Appeal to the City Council

Appeals of decisions made by the Planning Commission under this Section shall be made to the City Council and scheduled as a Public Hearing. No neighborhood meeting shall be required prior to the hearing, however all other notification requirements in Section 8.2.6 shall apply. City Council decision of Planning Commission site plan appeals shall be final.

I. Step 9 (Approval Criteria)

Applicable. A site plan may be approved upon a finding that the application meets all of the approval criteria set forth above under Section 8.9.3.I. *Approval Criteria* for administrative site plans.

~~**J. Step 10 (Conditions of Approval)**~~

~~Applicable.~~

~~**K. Step 11 (Amendments)**~~

~~Applicable.~~

~~**L. Step 12 (Lapse)**~~

~~Applicable. See Section 8.9.3.L. for the applicable lapse provisions for all site plans.~~

8.10. TEMPORARY USE PERMITS [7]

8.10.1. Applicability

No use that is classified as a temporary use in the zoning district in which it is to be located shall be placed or established on the property without first receiving a temporary use permit, unless exempted from the permit requirements by Article 3, *Use Regulations*.

~~**8.10.2. Procedure**~~

~~The common development review procedures of Section 8.2 shall apply, with modifications as noted below.~~

~~**A. Step 1 (Pre-Application Conference)**~~

~~Not applicable.~~

~~**B. Step 2 (Neighborhood Meeting)**~~

~~Optional at the applicant's discretion.~~

~~**C. Step 3 (Development Application Submittal)**~~

~~Applicable~~

~~**D. Step 4 (Determination of Application Completeness)**~~

~~Applicable.~~

~~**E. Step 5 (Staff Report)**~~

~~Not applicable.~~

~~**F. Step 6 (Notice)**~~

~~Not applicable.~~

~~**G. Step 7 (Public Hearings)**~~

~~Not applicable.~~

~~**H. Step 8 (Decision and Findings)**~~

~~Applicable. The following additional procedures shall apply:~~

~~**1. Action by Director**~~

~~The Director shall review each application and distribute the application to other reviewers as he or she deems necessary. Based on the results~~

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~~of those reviews, the Director shall take final action on the application and approve, approve with conditions, or deny the application based on the applicable approval criteria.~~

~~**2. Duration of Permit**~~

A temporary use permit shall be valid only for the time period stated on the permit unless otherwise authorized in this Development Code. A new temporary use permit shall be required for each time period.

~~**I. Step 9 (Approval Criteria)**~~

~~Applicable, as follows: The Director shall issue a temporary use permit only upon finding that the proposed temporary use satisfies the requirements set forth in Article 3, *Use Regulations*.~~

~~**J. Step 10 (Conditions of Approval)**~~

~~Applicable.~~

~~**K. Step 11 (Amendments)**~~

~~Applicable.~~

~~**L. Step 12 (Lapse)**~~

~~Applicable, as follows:~~ The temporary use permit shall lapse and be null and void upon expiration of the time limit specified in the permit.

8.11. VARIANCES

8.11.1. Purpose ~~and Scope~~

The variance process is intended to provide limited relief from the requirements of this Development Code in those cases where strict application of a particular requirement will create a practical difficulty or unnecessary hardship prohibiting the use of land in a manner otherwise allowed under this Development Code. It is not intended that variances be granted to (1) allow a use in a zoning district where it is not permitted by this Development Code; or (2) merely remove inconveniences or financial burdens that the requirements of this Development Code may impose on property owners in general. Rather, it is intended to provide limited relief where the requirements of this Development Code render the land difficult or impossible to use because of some unique physical attribute of the property itself or some other factor unique to the property for which the variance is requested. State and/or federal laws or requirements may not be varied by the City. The Hearing Officer must find that the conditions for variance approval in ARS 9-462.06.G.2 and H.2 have been met.

8.11.2. Procedure

The common development review procedures of Section 8.2 shall apply, with modifications as noted in the separate process guide~~below.~~ (See Figure 8.11-A.)

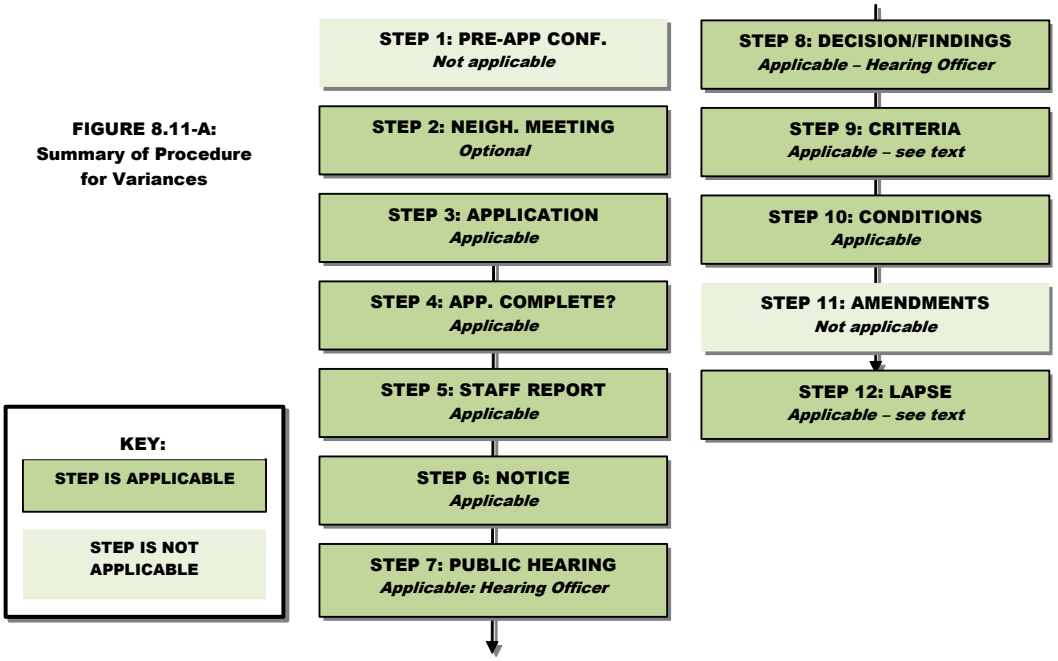
~~**A. Step 1 (Pre-Application Conference)**~~

~~Not applicable.~~

~~**B. Step 2 (Neighborhood Meeting)**~~

~~Optional.~~

FIGURE 8.11-A:
Summary of Procedure
for Variances



~~C. Step 3 (Development Application Submittal)~~

~~Applicable.~~

~~D. Step 4 (Determination of Application Completeness)~~

~~Applicable, with the following modification: A request for variance may be initiated only by the property owner or the owner's authorized representative. The application must state with particularity the relief sought and must specify the facts or circumstances that are alleged to show that the application meets the approval criteria of Step 9.~~

~~E. Step 5 (Staff Report)~~

~~Applicable.~~

~~F. Step 6 (Notice)~~

~~Applicable. Published and posted notice required.~~

~~G. Step 7 (Public Hearing)~~

~~Applicable. One public hearing is required before the Hearing Officer.~~

~~H. Step 8 (Decision and Findings)~~

~~Applicable. The following additional procedures shall apply:~~

~~1. Action by the Hearing Officer~~

~~a. The Hearing Officer shall hold a public hearing on the proposed variance. In considering the application, the Hearing Officer shall review the application materials, the staff report, the applicable approval criteria, and all testimony and evidence received at the public hearing.~~

b. After conducting the public hearing, the Hearing Officer may: deny the application; continue the hearing on the application; or grant the requested variance. Any approval or denial of the request shall be by resolution, accompanied by written findings of fact that the variance meets or does not meet each of the criteria set forth below, stating the reasons for such findings.

I. Step 9 (Approval Criteria)

Applicable, as follows:

The Hearing Officer may approve a variance only upon finding that all of the criteria below have been met:

1. There are unique physical circumstances or conditions, such as size, irregularity, narrowness or shallowness of lot, location, surroundings, or exceptional topographical or other physical conditions peculiar to the affected property;

2. The unusual circumstances or conditions do not exist throughout the neighborhood or district in which the property is located;

3. Such physical circumstances or conditions were not created by the applicant or any previous owner of the property;

4. Because of such physical circumstances or conditions, the property cannot reasonably be developed in conformity with the provisions of this Development Code because such conformance with the Code would deprive such property of privileges enjoyed by other property of the same classification in the same zoning district;

5. The variance, if granted, will not alter the essential character of the neighborhood or district in which the property is located, nor substantially or permanently impair the appropriate use or development of adjacent property; and

6. The variance, if granted, is the minimum variance that will afford relief and is the least modification possible of the provisions of this Development Code that are in question.

7. No variance shall be granted that violates the intent of this Development Code or its amendments. No variance may make any changes in the terms of this Development Code provided the restriction in this subsection shall not affect the authority to grant variances pursuant to this Section 8.11.

8. No variance shall be granted from any written conditions attached by another decision-maker to the approval of a rezoning, Community Master Plan, Conditional Use Permit, subdivision plat, or site plan.

9. No variance shall be granted if the conditions or circumstances affecting the applicant's property are of so general or recurrent a nature as to

~~make reasonably practicable the formulation of a general regulation for such conditions or situations.~~

~~10. No variance may authorize a use other than those permitted in the district for which the variance is sought; also, an application or request for a variance shall not be heard or granted with regard to any parcel of property or portion thereof upon which a rezoning request has not been finally acted upon by both the Planning Commission and the City Council.~~

~~J. Step 10 (Conditions of Approval)~~

~~Applicable.~~

~~K. Step 11 (Amendments)~~

~~1. Not applicable.~~

~~L.~~ A. ~~Step 12 (~~**Lapse**~~)~~

~~Applicable, as follows:~~ A variance that has not been utilized within two years from the date of the order granting the variance shall thereafter be void. No time extensions of an approval can be granted. However, if a lesser time limit than two years has been placed on the variance, then the lesser time limit shall apply. For the purposes of this provision, utilization shall mean actual use or the issuance of a building permit, when applicable, provided construction is diligently carried to completion. A variance may be voided only after review by the Hearing Officer. Such review shall occur in the same manner as for approval of a variance.

8.12. MINOR MODIFICATIONS

8.12.1. Purpose ~~and Scope~~

This section sets forth the required review and approval procedures for "Minor Modifications," which are minor deviations from otherwise applicable standards that may be approved by the Director or their Designee, the City Council, or the Planning and Zoning Commission. Minor modifications are to be used when the small size of the modification requested, and the unlikelihood of any adverse effects on nearby properties or the neighborhood, make it unnecessary to complete a formal variance process.

8.12.2. Applicability

A. Minor Modifications to General Development and Zoning District Standards

As part of the review and approval of any procedure set forth in this Article, ~~the City Council, the Planning Commission, or~~ the Director or their Designee may approve Minor Modifications of up to a maximum of fifteen~~ten~~ percent from the following general development and zoning district standards as applied, provided that the applicable approval criteria are met. The maximum allowable modification is calculated by applying the fifteen~~ten~~ percent modification to the resulting units derived from the application of the numerical development standard stated in the Code.

1. Minimum lot area requirements (Section 4.2.2, Lot Size)

2. Setback requirements (Section 4.2.3, Setbacks); and

3. Numerical development standards set forth in Article 5, Development and Design Standards and Guidelines (e.g., number of parking spaces).

B. Exceptions to Authority to Grant Minor Modifications

Notwithstanding subsection A., in no circumstance shall any decision-making body approve a Minor Modification that results in:

1. An increase in overall project density;

2. A change in permitted uses or mix of uses;

3. An increase in building height;

4. A deviation from the use-specific standards set forth in Article 3; or

5. A change in conditions attached to the approval of any site plan or Conditional Use Permit.

~~**8.12.3. Procedure**~~

~~**A. Minor Modifications Approved by Director**~~

~~The Director may initiate or approve a Minor Modification allowed under this Section at any time prior to submittal of the staff report on an application to another decision-making body, or prior to final decision if the Director is the final decision-maker.~~

~~**B. Minor Modifications Approved by City Council or Planning Commission**~~

~~The City Council or Planning Commission may initiate or approve a Minor Modification allowed under this section at any time before it takes final action on a development application under its respective jurisdiction; a separate application is not required.~~

~~**C. Noted on Pending Application**~~

~~Staff shall specify any approved Minor Modifications and the justifications for such modifications in the staff report.~~

~~**D. Approval Criteria**~~

~~The decision-making body may approve the Minor Modification only if it finds that the modification meets all of the criteria below:~~

~~1. The requested modification is consistent with the General Plan and the stated purposes of this Development Code;~~

~~2. The requested modification meets all other applicable building and safety codes;~~

~~3. The requested modification is necessary to either: (a) compensate for some practical difficulty or some unusual aspect of the site of the proposed development not shared by landowners in general; or (b) accommodate an alternative or innovative design practice that achieves to the same or better degree the objective of the existing design~~

~~standard to be modified. In determining if "practical difficulty" exists, the approval criteria for variances in Section 8.11, Variances, shall be considered.~~

8.13. APPEALS OF ADMINISTRATIVE DECISIONS

8.13.1. Authority

The Planning and Zoning Commission is empowered by this Development Code and Arizona law to hear appeals of administrative decisions made in the interpretation and enforcement of this Development Code.

8.13.2. Appeals to Planning and Zoning Commission

A. Decisions that may be Appealed

Except for actions listed in Section 8.13.3, *Appeals of Dedications or Exactions to Hearing Officer*, any asserted error in any order, requirement, permit, decision, determination, refusal, or interpretation made by any administrative officer, including the Hearing Officer, of the City in interpreting and/or enforcing the provisions of this Development Code may be appealed to the Planning and Zoning Commission, unless otherwise provided in this Development Code, by filing with the Director and with the Planning and Zoning Commission a notice of appeal specifying the grounds for such appeal.

B. Filing of Appeal; Effect of Filing

1. An appeal to the Planning and Zoning Commission may be brought by any person, firm, corporation, office, department, board, bureau, or commission aggrieved by the order, requirement, permit, decision, or determination that is the subject of the appeal.

2. An application for an appeal shall be filed with the Director or their Designee and with the Planning and Zoning Commission on the form contained in the application packet. Once the application is complete, the Director or Designee shall schedule the appeal for consideration at a public hearing before the Planning and Zoning Commission. The Director or their Designee and the administrative officer from whom the appeal is taken shall promptly transmit to the Planning and Zoning Commission all records pertaining to such appeal. The application shall be filed no later than 20 days after the date of the contested action. The Planning and Zoning Commission shall fix a reasonable time for hearing the appeal, and shall give published and posted notice, both as provided in Section 8.2, of the hearing. Posted notice shall be in conspicuous places on the property affected.

3. An appeal to the Planning and Zoning Commission stays all proceedings in the matter appealed from, unless the Director or their Designee certifies to the Planning and Zoning Commission that, in the Director's opinion by the facts stated in the certificate, a stay would cause imminent peril to life or property. Upon such certification proceedings shall not be stayed, except by restraining order granted by the Planning and Zoning Commission or by a court of record on application and notice to the Director or their Designee. Proceedings shall not be stayed if the appeal

requests relief that has previously been denied by the Planning and Zoning Commission.

8.13.23. Appeals of Dedications or Exactions to Hearing Officer

Any requirement of a dedication or exaction as a condition of granting approval for the use, improvement, or development of real property may be appealed to a Hearing Officer appointed by the City Council. This Subsection 8.13.3 shall not apply to legislatively imposed dedications or exactions in which no discretion by the Director or administrative officer to determine the nature or extent of the dedication or exaction was exercised. In the event of such an appeal, the Director or their Designee shall submit a takings impact report to the Hearing Officer. No fee shall be charged for filing an appeal under this Subsection 8.13.3 and such appeal shall be conducted as required by A.R.S. § 9-500.12, et seq.

8.14. BUILDING PERMITS

8.14.1. Applicability

No building or other structure should be erected, constructed, enlarged, or altered in such manner as to prolong the life of the building, nor shall the use of any land or building or other structure be changed, without a building permit issued by the Building Inspection Division of the City of Buckeye and authorizing such construction, alteration, or use changes as being in compliance with provisions of this Development Code.

~~**8.14.2. Application**~~

~~**A.** A building permit application shall be made to the Building Inspection Division by the owner or such owner's authorized representative, or proposed occupant of the building or land to be occupied or used. The application shall state the location and legal description of the property and set out in detail the character and nature of the use to be conducted.~~

~~**B. All applications for building permits shall be accompanied by a plat or drawing drawn to scale, showing the dimensions of the lot to be built upon, the size and location of the building to be erected, and such other information as required by the City's Building Code or as may be necessary to provide for the enforcement of this Development Code and regulations.**~~

~~**C.** A building permit fee will be charged in accordance with the schedule set forth in the City's Building Code, as adopted on the date the application is made.~~

8.14.2~~3~~. Review and Decision

A. The Building Inspection Division shall grant or deny the building permit in accordance with the terms of this Development Code and all applicable City requirements.

B. A building permit shall be issued only after a subdivision final plat, minor subdivision, or lot split application as required by Section 8.8 Subdivision of this Article and a site plan, if required, have been approved. However, with the approval of the Director or their Designee, an applicant may submit a building permit application to the Building Inspection Division concurrent with the site plan application, which permit may be issued upon site plan approval by the Director or Planning and Zoning Commission, whichever is applicable. Building permits shall not be issued for any development that is not in conformance with the approved site plan.

~~C. Inspections of the construction activity shall be made by the City in accordance with the Building Code.~~

8.15. ADEQUATE SCHOOL FACILITIES

8.15.1. Applicability

The provisions of this Section 8.15 shall apply only to those applications that, in the Director's opinion and sole discretion, will increase the projected number of students for any school district's school attendance area as a result of the proposed development. A school district's school attendance area shall be the attendance boundaries adopted for each public school by the applicable school district. By way of example and not limitation, the following applications would require certification pursuant to this Section 8.15:

~~D.~~A. Any application requesting approval for any new residential uses, including a change in zoning district classification from a non-residential to a residential classification.

~~E.~~B. Any application requesting a change in residential zoning district classifications to a higher-density residential classification.

~~8.15.2. Certification~~

~~A. In the event the Director determines that any application submitted pursuant to this Article 8 is governed by this Section 8.15, then such application shall not be considered complete until the applicant provides a letter from the appropriate school district certifying any of the following, or the time period for the school district's response to a request for certification has expired under subsection 8.15.3.B, Request for Certification from School District:~~

~~1. That the school district has adequate school facilities to accommodate the projected number of new students within the school district's attendance area; or~~

~~2. That the school district will have adequate school facilities by a planned capital improvement to be constructed within a time frame jointly established by the school facilities board and the affected local school district(s); or~~

~~3. That the applicant and the school district(s) have entered into an agreement to provide, or help to provide, adequate school facilities within the school district's attendance area in a timely manner, or~~

~~4. That the school district does not have adequate school facilities to accommodate projected growth attributable to the application.~~

~~B. The projected number of new students resulting from the application shall be based upon a student-per-household ratio methodology adopted by the appropriate school district. If a school district fails to adopt a student-per-household ratio methodology for projecting the number of new students resulting from an application, then the certification may be based upon an authoritative source accepted within the education community.~~

~~C. For purposes of this Section 8.15, adequate school facilities shall be determined by the appropriate school district in accordance with the minimum school facility~~

~~adequacy guidelines adopted by the school facilities board pursuant to A.R.S. Section 15-2011, and any subsequent amendments made thereto, as applied to each individual school site's attendance for each individual school serving the property that is the subject of the application.~~

~~8.15.3. Procedure~~

~~Applications subject to this Section 8.15 shall comply with the following procedures:~~

~~**A.** Letter Request Required with Application~~

~~At the time of filing or within 15 days thereafter, the application shall include a copy of a letter delivered to the superintendent(s) of all applicable school districts. Such letter shall contain a request to meet with school district representatives to discuss the school district's certification required by subsection 8.15.2, *Certification*.~~

~~**B.** Request for Certification from School District~~

~~After filing of the application, the City shall deliver by certified or registered mail a copy of the application and a site location map to each affected school district located within the subject area. In addition, the City shall request the school district to provide, within 30 days of the mailing of the City's request, an appropriate certification as provided for in subsection 8.15.2, *Certification*, to the City Development Services Department. For good cause, the 30-day time period may be extended at the request of the applicant or the school district(s). In the event the City does not receive certification from the school district(s) within 30 days or any extension thereof, it shall be deemed that there are adequate school facilities for the application. For purposes of computing the 30-day certification time period, the date of mailing of the City's request for certification shall not be included. In the event the last day for receipt of the certification by the City occurs on a Saturday, Sunday or legal holiday, the applicable certification time period runs until the end of the next work day.~~

~~**C.** Processing of Application~~

C. ~~After the certification required by subsection 8.15.2, *Certification*, has been received by the City, or the school district has failed to respond to the request for certification within 30 days, or any extension thereof, the application shall proceed to be processed in accordance with this Article 7 and all other applicable ordinances and regulations.~~

~~**D. Certification of Lack of Adequate School Facilities**~~

~~In the event that one or more of the school district(s) certifies that there are not adequate school facilities for the application, the Director shall promptly notify the applicant in writing that the school district(s) has determined that it does not have adequate school facilities for the application.~~

8.16. ANNEXATION

8.16.1. Applicability

The provisions of this Section 8.16 shall apply to all applications to extend or increase the corporate limits of the City of Buckeye through the annexation of real property that is "contiguous," as defined in A.R.S. § 9-471, to the City's boundaries.

8.16.2. Procedure[8]

The common development review procedures of Section 8.2 shall apply~~., with modifications as noted below. (See Figure 8.16-A.)~~

~~**A. Step 1 (Pre-Application Conference)**~~

~~Not required. If a pre-application conference is held, then at the conference staff should advise the applicant of the following policies (and provide copies to the applicant) that staff may consider in evaluating the proposed annexation and preparing the report under Subsection 8.16.2.E:~~

~~**1.** Right-of-way annexation priorities: These policies guide the extent to which the City will annex rights-of-ways along with annexation areas.~~

~~**2.** Annexations in the Municipal Planning Area: These policies provide Buckeye's priorities for annexing areas within the Municipal Planning Area.~~

~~**3.** General Plan and Development Code: These documents guide the overall development patterns for land uses and densities in both incorporated and unincorporated portions of the Buckeye Municipal Planning Area.~~

~~Discussion issues at the pre-application conference may, but are not required, to include such items as the City's current incorporated boundaries, recent local or state regulatory changes affecting annexations, and other regulatory aspects related to zoning, subdivision, building codes, the General Plan, an annexation schedule, and submittals to be required in connection with the proposed annexation.~~

~~**B. Step 2 (Neighborhood Meeting)**~~

~~Not applicable.~~

~~**C. Step 3 (Application Submittal)**~~

A. Applicable, with the following modifications:

1. The application shall include the Application for Annexation and the Initial Submittal Items Checklist, as produced in the application packet. Application materials may be required to be updated and resubmitted from time to time as required by the project coordinator.

2. If state land, other than state land utilized as state rights-of-way or land held by the state by tax deed, is included in the territory, written approval of the state land commissioner and the selection board

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established by A.R.S. § 37-202 shall be included with the application and subsequently included with any annexation petition to be filed with the County.

3. Upon submission of the application for annexation, the Director shall appoint a project coordinator from the Development Services Department staff. The coordinator will be the primary contact for the applicant during the remainder of the annexation process.

~~**D. Step 4 (Determination of Application Completeness)**~~

~~Applicable. The project coordinator shall review the application for completeness and inform the applicant if the application is incomplete. Subsequent determinations of application completeness may be made by the project coordinator from time to time as may be necessary throughout the annexation procedures set forth in this Section 8.16. In addition, the project coordinator shall execute a sworn affidavit stating that no part of the property is already subject to filing for annexation in Buckeye or any other municipality. The project coordinator shall inform the applicant if such verification is not successful.~~

~~**E. Step 5 (Staff Report)**~~

~~Applicable. In preparing the staff report, the following procedures shall be followed:~~

~~**1.** The project coordinator shall circulate the application to all reviewing departments. This review may result in adding or altering boundaries of the annexation area, adding or altering rights-of-way, and changes that may require coordination with the applicant for revising the application. Applicants may have to revise or resubmit the application. Annexation petitions for City Council hearings shall not be scheduled until the applicant addresses all staff review comments. The project coordinator shall determine if the application, as revised in response to the staff comments, is complete. The procedures in this Subsection 8.16.2.E.1. shall be carried out concurrently with those contained in Subsection 8.16.2.E.2.~~

~~**2.** The project coordinator shall ensure that the proposed annexation is in compliance with this Section 8.16, all applicable state laws, and any other applicable laws, rules, or regulations. The City Engineer shall verify that the application includes an acceptable legal description, prepare a map of all the exterior boundaries of the territory proposed to be annexed, and provide any additional documentation necessary and in the appropriate format (both narrative and map form) for completing the annexation petition intended to be filed with the County. The map shall include all county rights-of-way and roadways with no taxable value that are within or contiguous to the exterior boundaries of the area of the proposed annexation.~~

~~**3.** Upon completion of all requirements contained in Subsections 8.16.2.E.1. and 8.16.2.E.2., no alteration to increase or decrease the annexation area may be allowed and the project coordinator shall submit notice and a copy of all application materials to the City Clerk. In the event changes~~

~~have to be made by the applicant after completing this step, the applicant must restart the application process with a new application and new fees.~~

~~4. The City Clerk shall file the blank petition with the recorder's~~ office in the ~~county in which the annexation is proposed. The City Clerk shall also send notice and a copy of the filing to the clerk of the county board of supervisors and to the county assessor.~~

~~5.~~ ~~After 30 days from the date of the filing in paragraph 4, the applicant shall circulate the blank, recorded petition to all owners of the property proposed to be annexed, as required by state law. Applicant must include a vicinity map and description of the annexation area with the blank petition. Each person signing the petition shall, at the time of signature, write upon the petition the date on which the petition is signed. All required owner signatures must be obtained within one year from the end of the 30-day waiting period. The project coordinator and City Attorney shall verify dates and signatures, as well as any other information, on the petition to ensure conformance with all applicable state laws, and shall promptly notify the applicant of any deficiencies. The City Clerk shall file the fully executed petition with the recorder's office in the county in which the annexation is proposed within one year from the end of the 30-day waiting period.~~

~~F.~~ B. ~~Step 6~~ **(Notice**~~)~~

~~Applicable.~~ Published, written, and posted notice are required. In addition, notice of the City Council hearing ~~referenced in G.1.~~ shall be provided as follows:

~~1. In addition, notice of the City Council hearing referenced in G.1 shall be provided as follows:~~

a. At least six days before the hearing ~~under Subsection G Public Hearings.~~ and 15 days before the end of the 30-day waiting period, publication at least once in a newspaper of general circulation that is published or circulated in the City and the territory proposed to be annexed. The applicant shall submit proof of such publication to the project coordinator prior to the public hearing date. Applicant's failure to submit proof of publication will result in the public hearing not being held and the application process being restarted.

b. At least six days before the public hearing, posting in at least three conspicuous public places (visible from right-of-way and adjacent property) in the territory proposed to be annexed. The applicant shall provide a notarized affidavit of the posting of signs to the project coordinator prior to the public hearing date. Applicant's failure to submit such affidavit will result in the public hearing not being held and the application process being restarted. ~~from Step 8.16.2.E.4.~~

c. At least six days before the hearing, the project coordinator shall send notice by first-class mail to the chairman of the board of supervisors of the county in which the territory proposed to be annexed is located.

d. At least six days before the hearing, the project coordinator shall send notice by first-class mail, with an accurate map of the territory proposed to be annexed, to each owner of real and personal property that would be subject to taxation by the city or City in the event of annexation in the territory proposed to be annexed. The applicant shall provide the necessary stamped, blank envelopes to the project coordinator, who will then verify the property owner names and addresses from the county records before mailing the notices. ~~For purposes of this paragraph, "real and personal property" includes mobile, modular and manufactured homes and trailers only if the owner also owns the underlying real property.~~

~~2.~~ e. The project coordinator shall submit the Development Services Department staff report on the proposed annexation to the City Council.

~~G.~~ C. ~~Step 7 (~~**Public Hearings**~~)~~

Applicable as follows:

~~1.~~4. All public notices, meetings, and hearings shall comply with applicable requirements of A.R.S. 9-471(A)(3).

~~2.~~5. The City Council shall hold a public hearing within the last 10 days of the 30-day waiting period ~~set forth in Subsection 8.16.2.E.4., Procedures, to discuss the annexation proposal and hear comments from the public.~~ The project coordinator is responsible for scheduling such hearing.

~~**H. Step 8 (Decision and Findings)**~~

~~Applicable. The following additional procedures shall apply:~~

~~**1. Preparation of Annexation Ordinance**~~

~~**a.** The project coordinator shall prepare the official ordinance necessary for City Council action on the annexation petition. The ordinance shall include the following:~~

~~(i) Map and the legal description of the territory to be annexed,~~

~~(ii) Zoning classifications for the territory to be annexed; and~~

~~(iii) A statement that the annexation ordinance as recorded shall not be effective until the date authorized by state law.~~

~~2.~~ D. **Action by City Council**

a. The City Council shall hold a public hearing on the proposed annexation and based upon the recommendations of the Director and Planning and Zoning Commission, approve or deny the ordinance to annex. If the ordinance is approved, it shall be signed by the Mayor, the City Attorney, and the City Clerk.

b. The project coordinator shall send a notice of annexation by first-class mail ~~to all property owners~~ to each owner of real and personal property that would be subject to taxation by the city or City in the event of annexation in the territory proposed to be annexed. ~~referenced in 8.16.2.F.1.d~~. The notice shall include a full copy of the ordinance. The applicant shall provide the necessary stamped, blank envelopes to the project coordinator for such mailing. The project coordinator shall verify the property owners' names and addresses from county records before mailing the notices.

c. The annexation shall become final after the expiration of 30 days from the City Council's adoption of the ordinance annexing the territory.

d. ~~Upon annexation, zoning classifications for the property shall permit densities and uses no greater than and no less than those permitted by the county immediately before annexation. City zoning shall not be effective until after the expiration of 30 days from the adoption of the ordinance annexing the territory. Subsequent changes in zoning of the annexed territory shall be made according to the procedures in Section 8.5, *Amendments to the Zoning Map*.~~

~~**3. Post-Adoption**~~

~~**a.** The project coordinator shall file a copy of the recorded ordinance in the project file in the records of the Development Services Department, along with all related reports and other documents.~~

~~**b.** The Director shall update the City zoning map, annexation map, and any other related official maps and databases with the new incorporated boundaries.~~

~~**c.** Upon expiration of the 30-day period referenced in subsection 8.16.2.H.2.c, *Action by City Council*, the City Clerk shall send notice of the annexation to Arizona Public Service Company, the Maricopa County Recorder, Maricopa County Assessor, Maricopa County Planning, and the U.S. Department of Justice's Voting Rights Section. In addition, the City Clerk shall send notice to all utility providers that provide services in the newly annexed areas.~~

~~**d.** See A.R.S. 48-813 regarding areas that are annexed and are part of a fire service district.~~

~~**I. Step 9 (Approval Criteria)**~~

~~Applicable, as follows: The City Council may approve the annexation, if the annexation meets all of the criteria contained in the annexation policies referenced in Step 1. In addition, on or before the date the City Council adopts the annexation ordinance, it shall have approved a plan, policy or procedure to provide the annexed territory with appropriate levels of infrastructure and services to serve anticipated new development within 10 years after the date when the annexation becomes final.~~

J. Step 10 (Conditions of Approval)

Applicable. No approval of an application for annexation may be approved unless the applicant(s) and any other required signatories, as determined by the City Attorney, have executed the proposed annexation and a waiver, acceptable to the City Attorney, of all claims for diminution in value authorized by A.R.S. § 12-1134 et seq.

K. Step 11 (Amendments)

Not applicable.

L. Step 12 (Lapse)

Applicable, as follows: Failure, for whatever reason, to complete any step within the time frame set forth in either this Section 8.16 or applicable state law shall result in the application process restarting from Step 5 and payment of a new application fee.

ARTICLE 9: ENFORCEMENT

9.1 GENERAL PROVISIONS

9.1.1. Purpose

This Article establishes procedures through which the City seeks to ensure compliance with the provisions of the adopted ~~this~~ Development and Building Codes and obtain corrections for violations. The Article also sets forth the remedies and penalties that apply to violations ~~of this Development Code~~.

9.1.2. Compliance Required

No person shall develop or use any land, building, or structure within the City in violation of the adopted~~this~~ Development and Building Codes, ~~regulations authorized under this Development Code,~~ or the terms and conditions of permits or other approvals or entitlements issued under the~~is Development~~ adopted Codes.

9.1.3. Permits and Approvals

No permit or approval may be issued ~~under this Development Code~~ unless all structures and uses of land and structures to be authorized by the permit or approval conform to the adopted ~~this Development~~ Codes, ~~regulations promulgated under this Development Code,~~ and the terms and conditions of other applicable permits and approvals issued under the adopted ~~is Development~~ Codes. A permit or approval issued in violation of the adopted ~~is Development~~ Codes is void.

9.1.4. Continuation of Prior Enforcement Actions

Nothing in this Development Code shall prohibit the continuation of previous enforcement actions undertaken by the City pursuant to previous regulations.

9.1.5. Continuing Violations

Each day that a violation occurs or remains uncorrected shall constitute a separate and distinct violation of the adopted ~~is Development~~ Codes. ~~This subsection shall not apply to any outdoor advertising use or structure violation unless the violation constitutes an immediate threat to the health and safety of the general public.~~

9.1.6. Responsibilities for Enforcement

The provisions ~~of this Development Code~~ shall be administered and enforced by the Director or such other person as may be designated by the Director.

9.1.7. Remedies Cumulative

The remedies provided for violations of the adopted ~~is Development~~ Codes, whether civil or criminal, shall be cumulative and in addition to any other remedy provided by law, and may be exercised in any order.

9.2. VIOLATIONS

Each of the following activities constitutes a violation of the adopted ~~is Development~~ Codes:

A. Activity Inconsistent with Code

Any erection, construction, reconstruction, remodeling, alteration, maintenance, expansion, movement, or use of any land, building, structure, or sign, in contravention of any provision of adopted ~~this Development Code~~s ~~or any regulation promulgated under this Development Code~~.

B. Activity Inconsistent with Permit or Approval

Any development, use, or other activity in any way inconsistent with the terms or conditions of any permit or approval required to engage in such activity~~, whether issued under or required by this Development Code~~.

C. Any violation of the previous Development Code shall continue to be a violation under this Development Code and shall be subject to the penalties and enforcement set forth in Article 9, *Enforcement*, unless the use, development, construction, or other activity complies with the provisions of this Development Code. Payment shall be required for any penalty assessed under the previous ordinance, even if the original violation is no longer considered a violation under this Development Code. (NOTE: moved from 1.8.2)

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~~C.~~D. Illustrative Examples

Examples of activities inconsistent with the adopted ~~is Development~~ Codes or with any permit or approval issued ~~under this Development Code~~ include, but are not limited to, the following:

1. Increasing the density or intensity of any use of any land or structure except in accordance with the requirements of this Development Code;
2. Reduction or diminishment of lot area, setbacks, vegetative buffers, open space, or other standards below the minimum requirements set forth in this Development Code;
3. Damage to or removal of vegetation inconsistent with this Development Code;
4. Creation, expansion, replacement, or change of a nonconformity inconsistent with this Development Code and all other applicable regulations;
5. Failure to remove any sign installed, created, erected, or maintained in violation of this Development Code, or for which the sign permit has lapsed;
6. Failure to remove a temporary use once authorization for the temporary use under this Development Code and all other applicable regulations has lapsed;
7. Failure of a private association to construct, improve, or maintain any amenity, landscaping, buffers, fencing, or other improvements required by the terms of any permit or approval;
8. Failure to abide by the condition(s) of any application approval or agreements executed in connection with a grant of approval; and

9. Failure to comply with applicable provisions or requirements of a certificate of occupancy.

9.3. REMEDIES AND PENALTIES

The Director or Designee shall have the following remedies and powers to enforce ~~this Development Code~~:

9.3.1. Deny/Withhold Entitlements

The Director or Designee may deny or withhold all entitlements, including building permits, certificates of occupancy, business licenses, or other forms of authorization to use or develop any land, structure, or improvements, until an alleged violation, associated civil penalty, and/or lien resulting from a previous final order related to such property, use, or development is corrected. This provision shall apply whether or not the current owner or applicant for the permit or other approval is responsible for the violation.

9.3.2. Revoke Entitlements

A. Any entitlement or other form of authorization required under the adopted ~~is Development~~ Codes may be revoked, after notice and a hearing, when the Director or Designee determines that:

1. There is a departure from the approved plans, specifications, limitations, or conditions as required under the entitlement;

2. The entitlement was procured by false representation;

3. The entitlement was issued in error; or

4. There is a violation of any provision of the adopted ~~is Development~~ Codes.

B. Written notice of revocation shall be served upon the property owner, agent, applicant, or other person to whom the entitlement was issued, or such notice may be posted in a prominent location at the place of violation. No work or construction shall proceed after service of the revocation notice.

9.3.3. Stop-Work Orders

A. Whenever any building, structure, site, or part thereof is being demolished, constructed, reconstructed, altered, or repaired in a hazardous manner, in substantial violation of any state or local building law, or in a manner that endangers life or property, the Director or Designee has the authority to issue a stop-work order for the specific part of the work that is in violation or presents the hazard.

B. With or without revoking permits, the Director or Designee may issue an order to stop work on any property on which there is an uncorrected violation of either a provision of the adopted ~~is Development~~ Codes or a provision of an entitlement or other form of authorization issued under an adopted ~~this Development~~ Code.

C. The stop-work order shall be in writing directed to the person doing the work, and shall specify the provisions of the ~~is Development~~ Code or other law

allegedly in violation. After any such order has been served, no work shall proceed on any building, other structure, or tract of land covered by such order, except to correct such violation or comply with the order.

D. Once conditions for resumption of the work have been met, the Director or Designee shall rescind the stop-work order.

9.3.4. Criminal and Civil Penalties

A. Any person, firm, or corporation violating any provision of the adopted ~~is Development~~ Codes, or any amendments ~~to it~~, shall be guilty of a Class One Misdemeanor punishable by a fine not exceeding $2,500, or by imprisonment for a period not exceeding six months, or by both such fine and imprisonment, for each violation.

B. Violation of any provision of the adopted ~~is Development~~ Codes, or any amendments ~~to it~~, may also subject the offender to a civil monetary penalty in an amount to be established by the City Council. If the offender fails to pay this penalty within 15 days after being cited for a violation, the penalty may be recovered by the City in a civil action in the nature of a debt. A civil penalty may not be appealed to the Planning Commission if the offender was sent a final notice of violation in accordance with this Section and did not take an appeal to the Planning Commission within 20 days of the date of such final notice.

9.3.5. Injunctive Relief

The Director or Designee may seek injunctive relief or other appropriate relief in Superior Court or other court of competent jurisdiction against any person who fails to comply with any provision of this Development Code or any requirement or condition imposed pursuant to this Development Code. In any court proceedings in which the City seeks a preliminary injunction, it shall be presumed that a violation of the adopted ~~is Development~~ Code is a real, immediate, and irreparable injury to the public; that the public will be irreparably injured by the continuation of the violation unless the violation is enjoined; and that there is no plain and adequate remedy at law for the subject Code violation.

9.3.6. Abatement

A. The City may abate the violation pursuant to this subsection.

B. Any abatement of a violation of this Code shall be conducted and any lien imposed shall be done in accordance with the provisions of ARS §9-499.

ARTICLE 10: DEFINITIONS

10.1. GENERAL RULES OF CONSTRUCTION

The following rules shall apply for construing or interpreting the terms and provisions of this Development Code.

10.1.1. Meanings and Intent

All provisions, terms, phrases, and expressions contained in this Development Code shall be construed according to the general purposes set forth in Section 1.3, *Purpose of this Development Code*, and the specific purpose statements set forth throughout this Development Code. When, in a specific section of this Development Code, a different meaning is given for a term defined for general purposes in this Article 10, the specific section's meaning and application of the term shall control.

10.1.2. Headings, Illustrations, and Text

In the event of a conflict or inconsistency between the text of this Development Code and any heading, caption, figure, illustration, table, or map, the text shall control.

10.1.3. Lists and Examples

Unless otherwise specifically indicated, lists of items or examples that use terms such as "for example," "including," and "such as," or similar language are intended to provide examples and are not exhaustive lists of all possibilities.

10.1.4. Computation of Time

The time in which an act is to be done shall be computed by excluding the first day and including the last day. If a deadline or required date of action falls on a Saturday, Sunday, or holiday observed by the city, the deadline or required date of action shall be the next day that is not a Saturday, Sunday, or holiday observed by the City. References to days are calendar days unless otherwise stated.

10.1.5. References to Other Regulations/Publications

Whenever reference is made to a resolution, ordinance, statute, regulation, or document, it shall be construed as a reference to the most recent edition of such regulation, resolution, ordinance, statute, regulation, or document, unless otherwise specifically stated.

10.1.6. Delegation of Authority

Any act authorized by this Development Code to be carried out by a specific official of the City may be carried out by a designee of such official.

10.1.7. Technical and Non-Technical Terms

Words and phrases shall be construed according to the common and approved usage of the language, but technical words and phrases that may have acquired a peculiar and appropriate meaning in law shall be construed and understood according to such meaning.

10.1.8. Public Officials and Agencies

All public officials, bodies, and agencies to which references are made are those of the City of Buckeye, Arizona, unless otherwise indicated.

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10.1.9. Mandatory and Discretionary Terms

The words "shall," "must," and "will" are mandatory in nature, establishing an obligation or duty to comply with the particular provision. The words "may" and "should" are permissive in nature.

10.1.10. Conjunctions

Unless the context clearly suggests the contrary, conjunctions shall be interpreted as follows:

"And" indicates that all connected items, conditions, provisions or events apply; and

"Or" indicates that one or more of the connected items, conditions, provisions, or events apply.

10.1.11. Tenses, Plurals, and Gender

Words used in the present tense include the future tense. Words used in the singular number include the plural number and the plural number includes the singular number, unless the context of the particular usage clearly indicates otherwise. Words used in the masculine gender include the feminine gender, and vice versa.

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10.2. INTERPRETATIONS

The Director has final authority to determine the interpretation or usage of terms used in this Development Code. Any person may request an interpretation of any term by submitting a written request to the Director, who shall respond in writing within 30 days. The Development Services Department shall keep a public record of all interpretations and determinations on usage of terms rendered by the Director.

~~10.3. DEFINITIONS OF GENERAL USE CATEGORIES AND SPECIFIC USE TYPES~~

NOTE: moved to Article 3, Section 3.5.

~~This section defines the general use categories and specific use types listed in Table 3.1-1, *Table of Allowed Uses*.~~

~~10.3.1. Residential Uses[1]~~

~~A. Household Living~~

~~This use category is characterized by residential occupancy of a dwelling unit by a household. Tenancy is arranged on a month to month or longer basis (lodging where tenancy may be arranged for a period of less than 30 days is classified under the "Visitor Accommodation" category). Common accessory uses include recreational activities, raising of pets, gardens, personal storage buildings, hobbies, and parking of the occupants' vehicles. Specific use types include, but are not limited to:~~

[1] ~~ORD. 18-17, 07/05/2017~~

1. **Dwelling, Duplex**
   A dwelling designed for or used by two families living independently of each other in separate units.

2. **Dwelling, Multi-Family**
   A dwelling designed for independent occupancy by three or more families in separate units.

3. **Dwelling, Single-Family Detached**
   A dwelling designed for or used by one family and having no walls in common with adjoining dwellings.

4. **Dwelling, Manufactured Home (Modular Home)**
   A structure, transportable in one or more sections, that is at least eight feet in width and thirty-two feet in length and that is built on a permanent chassis and designed to be used as a dwelling unit, with or without a permanent foundation, when connected to on-site utilities, and built on or after June 15, 1976, in accordance with the National Manufactured Home Construction and Safety Standards Act of 1974 and Title VI of the Housing and Development Services Act of 1974.

5. **Dwelling, Mobile Home**
   A structure, transportable in one or more sections, that is at least eight feet in width and thirty-two feet in length and that is built on a permanent chassis and designed to be used as a dwelling unit, with or without a permanent foundation, when connected to on-site utilities, and that was not constructed in accordance with the National Manufactured Home Construction and Safety Standards Act of 1974 and Title VI of the Housing and Development Services Act of 1974. Residential use of mobile home constructed prior to 1976 is prohibited.

6. **Dwelling, Zero Lot Line**
   A detached dwelling that has only one side yard.

7. **Family**
   An individual or two (2) or more persons related by blood, marriage, or adoption. Also a group of not more than six (6) persons, who need not be related, living together as a single housekeeping unit in a dwelling unit.

8. **Mobile or Manufactured Home Park**
   A site with required improvements and utilities for the long-term parking/siting of mobile homes or manufactured homes, which may include services and facilities for the residents.

9. Mobile or Manufactured Home Subdivision

A subdivision with required improvements and utilities for the long-term parking/siting of mobile homes or manufactured homes on individual home lots, which may include services and facilities for the residents.

B. Group Living

This category is characterized by residential occupancy of a structure by a group of people who do not meet the definition of "Household Living." Tenancy is arranged on a monthly or longer basis, and the size of the group may be larger than a family. Generally, Group Living structures have a common eating area for residents. The residents may receive care, training, or treatment, and caregivers may or may not also reside at the site. Accessory uses commonly include recreational facilities and vehicle parking for occupants and staff. Specific use types include, but are not limited to:

1. Assisted Living, Residential

Premises used for the housing of and caring for the ambulatory, aged or infirm, other than a hospital, licensed by the Arizona State Department of Health Services for more than six (6), but not more than ten (10) persons in a residential setting. A residential assisted living home shall not be located on a lot within 1,200 feet, measured by a straight line in any direction, from another residential assisted living home, group home, or group recovery home as measured from property line to property line. The separation requirements shall not apply to residential assisted living homes, group homes, or group recovery homes separated by arterial roads.

2. Assisted Living, Commercial

Premises used for the housing of and caring for the ambulatory, aged or infirm, other than a hospital, licensed by the Arizona State Department of Health services for more than ten persons.

3. Boarding House/Guest Room

A building arranged or used for lodging with no more than five bedrooms, with or without meals, for compensation and not occupied as a single-family unit. The occupancy of one or two bedrooms for compensation shall not be considered a boarding, dormitory, or rooming house, provided not more than two guests occupy each bedroom.

4. Group Home

A residential facility licensed by the Arizona State Dept. of Health Services that provides residence and treatment for more than six (6), but no more than ten (10) persons who are mentally and/or physically handicapped. A group home shall not be located on a lot within 1,200 feet, measured by a straight line in any direction, from another group home, residential assisted living home, or group recovery home as measured from property line to property line. The separation

requirements shall not apply to residential assisted living homes, group homes, or group recovery homes separated by arterial roads.

5. Group Recovery Home

A residential facility licensed by the Arizona State Dept. of Health Services which provides residence and treatment for more than six (6), but no more than ten (10) persons who are in the process of recovery and/or adjustment from alcoholism, drug abuse, or mental health afflictions. A group recovery home shall not be located on a lot within 1,200 feet, measured by a straight line in any direction, from another group recovery home, residential assisted living home, or group home as measured from property line to property line. The separation requirements shall not apply to residential assisted living homes, group homes, or group recovery homes separated by arterial roads.

6. Nursing Home

A health care facility, other than a hospital, licensed by the Arizona State Department of Health Services, designed to provide housing, meals, and treatment, and skilled nursing care on a long-term basis to more than six (6) individuals who, because of age, illness or infirmity, are unable to care for themselves.

7. Shelter Care Facility

A residential care facility for no more than ten persons which provides temporary lodging, meals, counseling, and full time supervision to individuals and groups such as pregnant teenagers, victims of domestic violence, neglected children, and runaways for periods of less than 30 consecutive days.

8. Shelter Care Facility, Homeless

A facility which provides temporary lodging, meals, and sanitary facilities for no more than ten persons without permanent housing.

10.3.2. Public/Institutional Uses

A. Community Service

Uses including buildings, structures, or facilities owned, operated, or occupied by a governmental entity or nonprofit organization to provide a service to the public. Specific use types include, but are not limited to:

1. Assembly Hall, Public

A building or structure, or group of buildings or structures, owned or operated by a public entity, intended primarily for the conducting of organized assembly. Accessory uses may include meeting rooms, kitchen facilities for preparation of food to be consumed on the premises, parking, and childcare provided for persons while they are attending assembly functions. Schools associated with assembly uses are not an accessory use.

~~2. Cemetery~~

~~Land used or dedicated to the interment of human or animal remains, including columbaria, mausoleums, mortuaries, and associated maintenance facilities when operated in conjunction with, and within the boundaries of, such cemetery.~~

~~3. Community Recreation Center~~

~~A facility providing recreation/pool facilities and/or meeting rooms, and typically oriented to the recreational needs of the residents of the surrounding area.~~

~~4. Crematorium or Funeral Parlor~~

~~A location containing properly installed, certified apparatus intended for use in the act of cremation, or an establishment for the preparation of the deceased for burial and the display of the deceased and rituals connected with, and conducted before, burial or cremation. This definition may include a facility for the permanent storage of cremated remains of the dead.~~

~~5. Government Administration and Civic Buildings~~

~~An office of a governmental agency that provides administrative and/or direct services to the public, such as, but not limited to: post offices, employment offices, public assistance offices, or motor vehicle licensing and registration services.~~

~~6. Public Safety Facility~~

~~The conduct of publicly owned safety and emergency services, such as, but not limited to, fire stations, police stations, and emergency medical and ambulance service.~~

~~7. Religious Assembly~~

~~A facility used primarily to provide assembly and meeting areas for religious activities. Accessory uses include cultural events, parking, caretaker's housing, buildings ancillary to a religious function, pastor's housing, and group living facilities such as convents.~~

~~8. Social Service Facility~~

~~A public or nonprofit facility that is not a hospital, nursing home, day care center, group care home, residential facility, boarding house, or health clinic.~~

~~B. Cultural Facility~~

~~A cultural facility displays or preserves objects of interest or provides facilities for one or more of the arts or sciences. Accessory uses may include parking, storage areas, offices, and gift shops. Specific use types include, but are not limited to:~~

1. Art Gallery or Museum, Public

Any permanent institution for the collection and display of objects of art or science, sponsored by a public or quasi-public agency and open and available to the public.

2. Library, Public

A permanent facility for storing and loaning books, periodicals, reference materials, audio and videotapes, computers, and other similar media open and available to the public.

C. Day Care Facility

Day Care uses include facilities that provide care for children or adults on a regular basis away from their primary residence. This category does not include public or private schools or facilities operated in connection with an employment use, shopping center, or other principal use, where children are cared for while parents or guardians are occupied on the premises or in the immediate vicinity. Accessory uses include offices, recreation areas, and parking. Specific use types include, but are not limited to:

1. Day Care, Commercial

An establishment licensed by the Arizona State Dept of Health Services providing care and supervision for five or more persons on a less than 24-hour basis. This classification includes nursery schools, preschools, day care centers for children or adults, and any other day care facility licensed by the State.

2. Day Care, Residential

An establishment licensed by the Arizona State Dept of Health Services that provides either child day care for at least six and not more than ten children or adult day care for at least six and not more than ten adults. The following uses are not a Residential Day Care use: Group Home; Group Recovery Home; Shelter Care Facility; Shelter Care Facility, Homeless; and Day Care, Home Occupation.

D. Education

Education uses are public (including charter), private, and parochial institutions at the primary, elementary, middle, high school, or post-secondary level, or trade or business schools, which provide educational instruction to students. Accessory uses include play areas, cafeterias, recreational and sport facilities, auditoriums, and before or after school day care. Specific use types include, but are not limited to:

1. College or University

A degree-granting institution, other than a trade school, that provides education beyond the high school level. The use includes, but is not limited to, classroom buildings, offices, laboratories, lecture halls, athletic facilities, and dormitories.

2. **Private Elementary or Middle School**
A private educational institution that satisfies the compulsory education laws of the State of Arizona for students in elementary grades.

3. **Private High School**
A private educational institution that satisfies the compulsory education laws of the State of Arizona for students in secondary education.

E. Health Care Facility
Health Care uses are characterized by activities focusing on medical services, particularly licensed public or private institutions that provide primary health services and medical or surgical care to persons suffering from illness, disease, injury, deformity, or other physical or mental conditions. Accessory uses may include laboratories, outpatient, or training facilities, and parking, or other amenities primarily for the use of employees in the firm or building. Specific use types include, but are not limited to:

1. **Medical Office or Clinic**
A public or private facility primarily engaged in furnishing, on an outpatient basis, chiropractic, dental, medical, surgical, medical imaging, or other services to individuals, including the offices of chiropractors, physicians, dentists, drug therapists, and other health practitioners, medical and dental laboratories, outpatient care and outpatient care facilities. Patients are not kept overnight except under emergency conditions.

2. **Hospital**
A public or private facility, which can include multiple buildings, for the accommodation of sick, injured, or infirm persons, and for the provision of related outpatient services. Services regularly include the keeping of patients overnight. Accessory uses include heliports and related facilities, and parking.

F. Parks and Open Space
Park and Open Space uses focus on natural areas, large areas consisting mostly of vegetative landscaping or outdoor recreation, community gardens, or public squares. Lands tend to have few structures. Accessory uses may include clubhouses, playgrounds, maintenance facilities, concessions, caretaker's quarters, and parking. Specific use types include, but are not limited to:

1. **Arboretum or Botanical Garden**
A public or private facility for the demonstration and observation of the cultivation of flowers, fruits, vegetables, or ornamental plants. Permitted accessory uses include gift shops, cafes, snack bars, and parking.

2. **Campground**
A parcel of ground where two or more campsites are located, established, or maintained for occupancy by camping units of the

general public, including cabins, or tents, as temporary living quarters for recreation, education, or vacation purposes.

3. **Community Playfields and Parks**
A tract of land owned by a public entity and available to the general public for recreational purposes. This definition includes indoor recreational facilities, swimming pools, playgrounds, and lighted and unlighted athletic fields.

4. **Parks and Nature Preserves, Not-For-Profit**
An area that preserves or protects desert lands, associated endangered species, washes, critical environmental features, viewsheds, or other natural elements. Such areas may include pedestrian or equestrian easements.

G. Telecommunication Facility
Telecommunications facilities transmit analog or digital voice or communications information between or among points using electromagnetic signals via antennas, microwave dishes, and similar structures. Supporting equipment includes buildings, shelters, cabinets, towers, electrical equipment, parking areas, and other accessory development. Specific use types include, but are not limited to:

1. **Tower (Including any facility with a tower)**
A structure in a fixed location used as an antenna or to support antennas for the primary purpose of transmitting and/or receiving electronic signals. This use includes wireless communication facilities with towers. This definition also includes non-residential broadcast, communication, transmission, and similar towers, either freestanding or attached to an adjacent broadcasting or transmitting facility.

2. **Broadcasting or Recording Studio (no tower)**
A building or portion of a building used as a place for radio or television broadcasting or recording but without a transmission tower.

3. **Satellite Earth Station**
A telecommunication facility that transmits to and/or receives signals from an orbiting satellite.

4. **Transmitting Station (no tower)**
Any facility utilized for the transmission of broadcast information but without a transmission tower. This use includes wireless communication facilities without towers.

H. Transportation Facility
This category includes facilities that receive and discharge passengers and freight. Accessory uses include freight handling areas, concessions, offices, parking, and maintenance and fueling facilities. Specific use types include, but are not limited to:

1. **Airport**
   A place where aircraft can land and depart, usually equipped with landing field facilities for refueling and repair, and various accommodations for passengers.

2. **Bus Terminal**
   Any premises for the transient housing or parking of motor-driven buses and the loading and unloading of passengers.

3. **Heliport**
   An area designed to be used for the landing or takeoff of helicopters, which may include all necessary passenger and cargo facilities, fueling, and emergency service facilities.

I. **Utility**
This category includes both major utilities, which are infrastructure services providing regional or community-wide service, and minor utilities, which are infrastructure services that need to be located in or near the neighborhood where the service is provided. Services may be publicly or privately provided. Accessory uses may include control, monitoring, data, or transmission equipment.

1. **Utility Facility, Major**
   A service of a regional nature that normally entails the construction of new buildings or structures, and that typically has employees on the site on an ongoing basis. Examples include, but are not limited to: wastewater treatment plans, water works, reservoirs, power or heating plants, and steam generating plants.

2. **Utility Facility, Minor**
   A service that is necessary to support development within the immediate vicinity and that involves only minor structures. Employees typically are not located at the site on an ongoing basis. Examples include, but are not limited to: electric transformer stations; gas regulator stations; telephone exchange buildings; well, water, and sewer pumping stations; water storage tanks; and water pressure regulating stations.

3. **Solar Generation Station**
   An electrical energy generation plant comprised of one or more free-standing, ground-mounted devices that capture solar energy and convert it to electrical energy for use by an off-site electric utility provider. Solar generation stations typically utilize photovoltaic solar cells, but they can also be combinations of light reflectors, concentrators, and heat exchangers. A solar generation station is also known as a solar plant, solar generation plant, solar farm, concentrated solar power plant, solar power plant, or solar thermal power plat (if non-photovoltaic).

10.3.3. Commercial Uses

A. Agriculture and Ranching

~~The use of land for purposes including farming and crop production, dairying, pasturage, horticulture, animal and poultry husbandry, and the necessary accessory uses for treating or storing of farm products and parking of equipment. Specific use types include, but are not limited to:~~

~~**1. Agriculture**~~
~~The growing and harvesting of crops for commercial purposes.~~

~~**2. Commercial Ranch**~~
~~An animal or crop production enterprise that may include employee housing, heavy equipment storage, and other related improvements.~~

~~**3. Dairy**~~
~~Area where dairy animals are kept for milking and from which a part or all of the milk is sold, offered for sale or supplied for human consumption, and includes all buildings, yards, and premises occupied or used in connection with the production of milk.~~

~~**4. Meat Processing**~~
~~The production, processing, or packing of meat that is intended for human consumption or for use as animal food.~~

~~**5. Residential Ranch**~~
~~A single-family dwelling, with accessory uses such as non-commercial raising of crop and animals, farm buildings, storage of related equipment, and similar types of hobby farm activities. A residential ranch does not include caretaker housing, or other uses associated with a commercial ranch such as heavy equipment storage and commercial breeding.~~

~~**6. Roadside Stand**~~
~~A temporary structure for the seasonal retail sale of locally grown food products such as fruits and vegetables.~~

~~**B. Animal Sales and Services**~~
~~Animal Sales and Services uses involve the selling, boarding, or care of animals on a commercial basis. Accessory uses may include internal and/or external confinement facilities for animals, parking, and storage areas. Specific use types include, but are not limited to:~~

~~**1. Animal Hospital**~~
~~A place where household pets or livestock are given medical or surgical treatment and the boarding of animals is limited to short term care incidental to the hospital use.~~

~~**2. Animal Pet Shop, Retail**~~
~~A retail establishment offering small animals, fish, or birds for sale as pets and where all animals are housed within the building.~~

~~3. Animal Training School~~
~~A facility that specializes in the training of household animals.~~

~~4. Kennel~~
~~Any structure or premise where five or more domestic animals over five months of age are kept. Also, any structure or premises on which five or more domestic animals, the majority of which are under five months of age are kept, which such animals are of the same species but are not related within three degrees. Among the domestic animals counted for this purpose shall be dogs, cats, miniature pigs, or any combination thereof.~~

~~5. Veterinary Clinic~~
~~An office or a clinic of a veterinarian where small animals and household pets are given medical, surgical, or health maintenance treatment. The boarding of animals is limited to short-term care incidental to the treatment clinic and must be a secondary use of the property.~~

~~C. Assembly~~
~~Assembly uses include facilities owned or operated by associations, corporations, or other persons for social, educational, or recreational purposes primarily for members and their guests. Accessory uses may include offices, meeting areas, food preparation areas, concessions, parking, and maintenance facilities. Specific use types include, but are not limited to:~~

~~1. Assembly Hall, Private~~
~~A building or structure, or group of buildings or structures, owned or operated by a private entity, intended primarily for the conducting of organized assembly. Accessory uses may include meeting rooms, kitchen facilities for preparation of food to be consumed on the premises, parking, and childcare provided for persons while they are attending assembly functions. Schools associated with assembly uses are not an accessory use.~~

~~2. Auditorium, Private~~
~~An open, partially enclosed, or fully enclosed facility used or intended to be used primarily for commercial entertainment events, expositions, and other public gatherings.~~

~~3. Fraternal or Social Club, Nonprofit~~
~~Buildings and facilities owned or operated by a corporation, association, person, or persons for a social, educational, or recreational purpose, to which membership is required for participation, and not primarily operated for profit nor to render a service that is customarily carried on as a business.~~

4. **Country Club, Private Membership**
An area of 25 acres or more containing, but not limited to, a golf course and a club house and available only to a private specific membership. Such a club may contain as adjunct facilities, a private club and dining room, swimming pool, tennis courts and similar service and recreation facilities.

D. **Financial Service**
Establishments that provide retail banking services, mortgage lending, and similar financial services to individuals and businesses. This classification includes those institutions engaged in the on-site circulation of cash money, but does not include bail bond brokers. Accessory uses may include automatic teller machines, offices, and parking. Specific use types include, but are not limited to:

1. **Financial Institution, With Drive-Through**
An establishment that provides banking services, lending, or similar financial services to individuals and businesses. This definition includes those institutions engaged in the on-site circulation of cash money and check-cashing facilities, but shall not include bail bond brokers. The establishment has a drive-through facility.

2. **Financial Institution, Without Drive-Through**
Same as the above use, but with no drive-through facility.

3. **Check-Cashing Facilities**
Any person(s) or establishment engaged in the business of cashing checks or accepting deferred deposits for a fee, service charge, or other consideration. Such uses are not licensed banks, trust companies, savings and loan associations, credit unions, development corporations, mortgage brokers, thrift companies, pawn brokers, or insurance companies.

E. **Food and Beverage Service**
Food and Beverage Service businesses serve prepared food or beverages for consumption on or off the premises. This use category does not include grocery stores, which are included in the General Retail category. Accessory uses may include food preparation areas, offices, and parking. Specific use types include, but are not limited to:

1. **Food Sales, Wholesale**
A facility that makes food on-site, and may sell food items directly at the facility provided that any such sales are secondary and incidental to the primary operation of food production.

2. **Bar, Lounge, or Tavern**
A structure or part of a structure used primarily for the sale or dispensing and on-site consumption of alcoholic beverages or liquor by the drink, which may or may not serve food. Any facility providing both food and

alcoholic beverages or liquor by the drink for on-site consumption that does not meet the definition of a restaurant shall be considered a bar, lounge, or tavern.

3. Catering Service
An establishment that prepares food for service at a remote site.

4. Drive-In Restaurant
A restaurant where customers purchase and consume prepared food on the premises in their automobiles.

5. Farmers Market
A building, structure, or tract of land with open air stands that is used for the primary purpose of retail sales of fresh fruits, vegetables, flowers, herbs, or plants. This definition may also include the accessory sales of other unprocessed foodstuffs, home processed food products, baked goods, and home-made handicrafts.

6. Food Truck (Mobile Food Vendor)[2]
A food truck or Mobile food vendor means any person who owns, controls, manages or leases a mobile food unit or contracts with a person to prepare foods and vend from, drive or operate a mobile food unit. For the purposes of this section, a mobile food unit means a food establishment that is licensed by this state, that is readily movable and that dispenses food or beverages for immediate service and consumption and other incidental retail items from any vehicle as defined in Arizona Revised Statutes Section 28-101.

7. Nightclub
A commercial establishment dispensing alcoholic beverages for consumption on the premises and in which dancing and musical entertainments are permitted.

8. Restaurant, Without Drive-Through
An area or structure in which the principal use is the preparation and sale of food and beverages. Operations may or may not include outdoor seating areas or outdoor food service, but the operation does not include a drive-through or drive-in facility.

9. Restaurant, With Drive-Through
An eating/drinking establishment in which the principal business is the sale of foods or beverages to the customer in a ready-to-consume state and in which the design or method of operation of all or any portion of the business allows food or beverages to be served directly to the

[2] ORD. 11-20, 08/17/2020

customer in a motor vehicle without the need for the customer to exit the motor vehicle.

F. Office

A facility generally focusing on business or professional services. Accessory uses may include cafeterias, health facilities, parking, or other amenities primarily for the use of employees in the firm or building. Specific use types include, but are not limited to:

1. Office, Business or Professional

An establishment that provides executive, management, administrative, or professional services, but not involving the sale of merchandise except as incidental to a permitted use, and not including a medical office or clinic. Typical examples include real estate, insurance, property management, investment, employment, travel, advertising, law, architecture, design, engineering, accounting, broadcasting, call centers, and similar offices.

2. Research Laboratory

A facility for conducting medical or scientific research, investigation, testing, or experimentation; however, this does not include facilities for the manufacture or sale of products, except as incidental to the main purpose of the laboratory. This definition includes electronic and telecommunications laboratories, including assembly.

G. Recreation and Entertainment, Outdoor

Outdoor Recreation and Entertainment uses provide recreation or entertainment activities outside of an enclosed environment. Accessory uses may include concessions, snack bars, parking, and maintenance facilities. Specific use types include, but are not limited to:

1. General Outdoor Recreation, Commercial

Intensely developed recreational uses, lighted or unlighted, such as amusement parks, miniature golf courses, commercial tennis courts, batting cages, skateboard or skate parks or courses, bicycle motocross courses, water parks or slides, drive-in movie theaters, courses for paramilitary games, and archery facilities.

2. Golf Course, Unlighted

A tract of land laid out with a course having nine or more holes for playing the game of golf, including any accessory clubhouse, driving range, office, restaurant, concession stand, picnic tables, pro shop, maintenance building, restroom facility, or similar accessory use or structure. This term shall not include miniature golf courses as a principal or accessory use, nor shall it include driving ranges that are not accessory to a golf course, nor shall it include lighted golf courses.

3. **Golf Course/Driving Range, Lighted**
   A tract of land laid out with a course having nine or more holes for playing the game of golf, including any accessory clubhouse, driving range, office, restaurant, concession stand, picnic tables, pro shop, maintenance building, restroom facility, or similar accessory use or structure. This term includes a lighted driving range without a golf course, but shall not include miniature golf courses as a principal or accessory use.

4. **Major Entertainment Facility, Outdoor**
   A large open or partially enclosed space used for games or major events, and partly or completely surrounded by tiers of seats for spectators.

5. **Race Track (Auto, Dog, and Horse)**
   A measured course where animals or machines are entered in competition against one another or against time, including tracks used only in the training of animals.

6. **RV Campground**
   Any plot or parcel of real estate upon which recreational vehicle sites are located for sleeping purposes for the general public as temporary (not to exceed 14 days) living quarters for recreation or vacation purposes, regardless of whether a charge is made for such accommodation.

7. **RV Park**
   Any plot or parcel of real estate upon which two or more recreational vehicle sites are located, established, maintained, or occupied for dwelling or sleeping purposes, on a longer than temporary basis.

8. **Shooting Range, Outdoor**
   An outdoor facility wherein firearms are shot at targets under strict rules of conduct and safety.

9. **Zoo**
   An area, building, or structure(s) that contains wild and/or domesticated animals on exhibition for viewing by the public.

H. **Recreation and Entertainment, Indoor**
   Indoor Recreation and Entertainment uses provide recreation or entertainment activities within an enclosed environment. Accessory uses may include concessions, snack bars, parking, and maintenance facilities. Specific use types include, but are not limited to:

1. **Art Gallery or Museum, Private**
   Any permanent institution for the collection and display of objects of art or science, not operated by a public or quasi-public agency.

2. Fitness and Recreational Sports Center
A facility primarily featuring equipment for exercise and other active physical fitness and/or recreational sports activities, such as swimming, skating, racquet sports, aerobic dance, gymnasium facilities, indoor soccer, yoga, and other kinds of sports and fitness facilities.

3. General Indoor Recreation, Commercial
An establishment offering entertainment, game playing, rides, or similar amusements to the public within an enclosed building. This shall include arcades, bowling alleys, billiard parlors, bingo parlors, laser tag parlors, and indoor shooting ranges.

4. Major Entertainment Facility, Indoor
A place or facility designed to accommodate activities that generally draw 1,000 persons or more to specific indoor events or shows. Activities are generally of a spectator nature. Examples include auditoriums, performing arts centers, and coliseums. Accessory uses may include restaurants, bars, concessions, parking, and maintenance facilities.

5. Movie Theater
An indoor theater for the showing of motion pictures.

I. Personal Services
Establishments that provide individual services related to personal needs directly to customers at the site of the business, or that receives goods from or returns goods to the customer, which have been treated or processed at that location or another location. Specific use types include, but are not limited to:

1. Dry Cleaning and Laundry Service
An establishment where laundry or dry cleaning is dropped off by customers or picked up by customers and that also includes on-site laundry and/or cleaning activities, including related operation of equipment and machinery. Establishments that do not include on-site cleaning activities are classified as "general personal services."

2. General Personal Services
An establishment, whether for consideration or not, that provides care, advice, aid, maintenance, repair, treatment, or similar semi-technical, technical, or experienced assistance, other than the practice of a profession and wholesale or retail sale of goods. Examples included, but are not limited to, shoe repair, beauty and barber shops, massage therapy, rehabilitation therapists, tanning salons; and dry cleaning pick-up and drop-off shops that do not conduct dry cleaning on the premises.

3. Instructional Services or Trade School
A specialized instructional establishment that provides on-site training of business, artistic, or commercial skills, or a trade school that prepares students for jobs in a trade (e.g., carpentry). Examples include, but are

not limited to, fine arts schools, computer instructional services, and driving schools.

J. Retail (Sales)

Retail (Sales) firms are involved in the sale, lease, or rent of new or used products to the general public. No outdoor display is permitted unless specifically authorized by this Development Code. Accessory uses may include offices, parking, storage of goods, and assembly, repackaging, or repair of goods for on site sale. Specific use types include, but are not limited to:

1. Alcoholic Beverages, Retail Sales

A retail establishment, such as a liquor store, licensed to sell alcoholic beverages such as beer, wine, and liquor. No on site consumption is allowed.

2. Convenience Store with Gas Sales

An establishment with a gross floor area of less than 5,000 square feet engaged in the sale of convenience goods, such as pre-packaged food items, tobacco, over-the-counter drugs, periodicals, and other household goods, and which also provides the retail sale of petroleum products that are dispensed through gasoline pumps and other supplies for motor vehicles.

3. Feed Store

An establishment engaged in the retail sale of supplies directly related to ranching or dairy operations.

4. General Retail

A commercial enterprise that provides goods directly to the consumer, where such goods are available for immediate purchase and removal from the premises by the consumer. Examples include, but are not limited to: apparel shops, appliance sales, auto parts store, bait shop, bakeries, bookstores, convenience stores without gas pumps, department stores, factory outlet stores, and florists.

5. Large Retail

A building that meets the definition of "general retail" and is 75,000 square feet or greater, but not including a building materials sales establishment.

6. Plant Sales, Retail

Land or greenhouses used for retail sale of flowers, shrubs, and plants.

7. Nursery and Plant Sales, Wholesale

The use of land, buildings or structures for the production of flowers, shrubs, and plants and their sales at wholesale. Incidental retail sales are allowed.

~~8. Open-Air Market or Flea Market~~

~~An indoor or outdoor premises where the main use is the sale of new or used household goods, personal effects, tools, art work, appliances, and similar merchandise, objects, or equipment in small quantities, in stalls, lots, parcels, or in bulk, for the use, sale or consumption by the immediate purchaser in a building, open air, or partly enclosed booths or stalls not within a wholly enclosed building. This definition does not include retail sidewalk sales or garage sales.~~

~~9. Sexually Oriented Business~~

~~Shall be as defined in Chapter 8 of the City Code. In addition, all use standards adopted by Ordinance 72-04 shall remain in full force and effect.~~

~~10. Tobacco Oriented Retailer[3]~~

~~An establishment engaged in the sale and/or display of tobacco related products, including, but not limited to: cigarettes, electronic cigarettes & vapor products (vaping), chewing and dipping tobacco, cigarette papers, or any other instrument or paraphernalia for the smoking or ingestion of tobacco and products prepared from tobacco. This includes uses such as, but not limited to, a cigar store, head shop, vapor store or hookah lounge. A tobacco oriented retailer shall not include any establishment over 10,000 square feet in gross floor area, or any establishment devoting less than 15 percent of its floor space to the sale/display of tobacco related products.~~

~~K. Vehicles and Equipment~~

~~Vehicles and Equipment uses include a broad range of uses for the maintenance, sale, or rental of motor vehicles and related equipment. Accessory uses may include incidental repair and storage, offices, and sales of parts. Specific use types include, but are not limited to:~~

~~1. Boat, RV Storage~~

~~A facility where boats and/or recreational vehicles are stored outside for 72 hours or more.~~

~~2. Boat, RV Sales and Rental~~

~~An establishment primarily engaged in the display, sale, or lease of marine vehicles and/or recreational vehicles.~~

~~3. Car Wash~~

~~A facility, coin operated, automatic, or hand wash, for the cleaning of automobiles, providing either self-serve facilities or employees to perform washing operations.~~

~~[3] ORD. 14-15, 07/07/2015~~

~~4. Gasoline Sales~~

~~Any area used for retail sale of gasoline or oil fuels, or automobile accessories and incidental services. The use may only include facilities allowed under either major or minor vehicle service and repair if such use is allowed in the zoning district.~~

~~5. Parking Structure~~

~~A structure designed with one or more levels partially or fully enclosed, used for the parking of motor vehicles. The facility may be above, below, or partially below ground. This use does not include private carports or garages.~~

~~6. Truck Stop~~

~~A commercial facility whose primary purpose is to provide service and maintenance to diesel powered trucks and tractor trailers, including bays for truck washing and fuel dispensing, but excluding the overhaul of large diesel trucks or engines. Other facilities may also be present, such as convenience markets, motels and restaurants.~~

~~7. Truck Repair and Overhaul~~

~~A facility for the overhaul of large diesel engines and/or the performance of major repairs to or rebuilding of large diesel trucks or tractor/trailer combinations.~~

~~8. Vehicle Sales and Rental~~

~~An establishment engaged in the display, sale, leasing, or rental of new or used motor vehicles. Vehicles included, but are not limited to, automobiles, light trucks, vans, trailers, recreational vehicles, motorcycles, personal watercraft, utility trailers, all-terrain vehicles, and mobile homes. Minor vehicle repair is allowed as an accessory use.~~

~~9. Vehicle Service and Repair, Major~~

~~An establishment engaged in the major repair and maintenance of automobiles, motorcycles, trucks, vans, trailers, recreational vehicles, mobile homes, or snowmobiles. Services include engine, transmission, or differential repair or replacement; body, fender, or upholstery work; tire replacement; and painting.~~

~~10. Vehicle Service and Repair, Minor~~

~~An establishment engaged in light maintenance activities such as engine tune-ups; oil change or lubrication; carburetor cleaning; muffler replacement; brake repair; seasonal tire shops; and detailing and polishing. Vehicle parts are sold and are ordinarily installed on the premises. Major automotive repairs are prohibited except where specifically permitted by terms of a specific use approval.~~

~~11. Vehicle Storage~~

~~Storage of operable vehicles on a commercial basis, provided, however, that such Vehicle Storage shall not include junk and salvage yards or storage of abandoned vehicles.~~

~~L. Visitor Accommodation~~

~~For-profit facilities where lodging, meals, and the like are provided to transient visitors and guests for a defined period. Specific use types include, but are not limited to:~~

~~1. Bed and Breakfast~~

~~One building containing no more than eight sleeping rooms that are occupied or intended or designed to be occupied as the temporary abiding place of persons who are lodged with or without meals, for compensation, but not including a trailer court or camp, hospital, asylum, orphanage, or building where persons are housed under restraint. The building is occupied by either the owner or a resident manager.~~

~~2. Hotel or Motel~~

~~A building or group of buildings with continuous on-site management and containing nine or more sleeping rooms that are occupied or intended or designed to be occupied as the temporary abiding place of persons who are lodged with or without meals, for compensation.~~

~~3. Resort~~

~~A group or groups of buildings containing more than five dwelling units and/or guest rooms and providing outdoor recreational activities that may include golf, horseback riding, swimming, shuffleboard, tennis, and similar activities. A resort may furnish services customarily furnished by a hotel, including a restaurant, cocktail lounge, and convention facilities.~~

~~M. Industrial Service~~

~~Industrial Service firms are engaged in the repair or servicing of agricultural, industrial, business, or consumer machinery, equipment, products, or by-products. Firms that service consumer goods do so by mainly providing centralized services for separate retail outlets. Contractors and similar uses perform services off-site. Few customers come to the site. Accessory activities may include sales, offices, parking, and storage. Specific use types include, but are not limited to:~~

~~1. Building Material Sales, Indoor Retail~~

~~An establishment for the sale of materials, hardware, and lumber customarily used in the construction of buildings and other structures, and where most display and sale of materials occurs inside the primary structure. Outdoor storage is allowed as an accessory use.~~

2. **Building Material Sales, Outdoor or Wholesale**
Outdoor sale of materials, hardware, and lumber customarily used in the construction of buildings and other structures, including facilities for storage.

3. **Drilling Company, No Outside Storage**
A permanent facility for the drilling or storage of fossil fuels and fossil fuel byproducts including, but not limited to, gasoline, diesel fuel, and motor oil. Uses include those that store such products for transportation. Storage of gaseous products such as liquefied natural gas (LNG), compressed natural gas (CNG), butane, and propane for immediate use by the final consumer are not included in this definition.

4. **Drilling Company, With Outside Storage**
A permanent facility for the drilling or storage of fossil fuels and fossil fuel byproducts including, but not limited to, gasoline, diesel fuel, and motor oil. Uses include those that store such products for transportation. Storage of gaseous products such as liquefied natural gas (LNG), compressed natural gas (CNG), butane, and propane for immediate use by the final consumer are included in this definition.

5. **Resource Extraction**
The on-site extraction of surface or subsurface mineral products or other natural resources, including but not limited to quarries, borrow pits, sand and gravel operations, oil and gas extraction, and mining operations.

6. **General Industrial Service**
Establishments engaged in the storage, repair, or servicing of agricultural, industrial, business, or consumer machinery, equipment, products, or by products. Examples include: construction materials storage; welding shops, machine shops; tool repair; electric motor repair; repair of scientific or professional instruments; repair, storage, salvage, or wrecking of heavy machinery; heavy truck servicing and repair; aircraft servicing and repair; tire retreading or recapping; and gas and liquid fuel distributors. Accessory activities may include retail sales, offices, parking, and storage.

N. **Manufacturing and Production**
This use category includes firms involved in the manufacturing, processing, fabrication, packaging, or assembly of goods. Natural, constructed, raw, secondary, or partially completed materials may be used. Products may be finished or semi-finished and are generally made for the wholesale market, for transfer to other plants, or to order for firms or consumers. Custom industry is included (i.e., establishments primarily engaged in the on-site production of goods by hand manufacturing involving the use of hand tools and small-scale equipment). Goods are generally not displayed or sold on site, but if so, such activity is a subordinate part of sales. Relatively few customers come to the manufacturing site. Accessory activities may include retail sales, offices,

~~cafeterias, parking, employee recreational facilities, warehouses, storage yards, repair facilities, truck fleets, and caretaker's quarters. Specific use types include, but are not limited to:~~

~~**1. Assembly, Light**~~

~~An establishment engaged only in the on-site assembly of goods. No manufacturing of parts occurs. Goods are shipped to the establishment, assembled, packaged, and reshipped. Assembly and packaging involves only the use of hand tools or domestic mechanical equipment not exceeding two horsepower or a single kiln not exceeding eight kilowatts. Typical light assembly uses include ceramic studios and custom jewelry manufacturing.~~

~~**2. Manufacturing, Heavy**~~

~~An establishment engaged in the manufacture or compounding process of raw materials. Such activities may include the storage of large volumes of highly flammable, toxic matter or explosive materials needed for the manufacturing process. Examples include, but are not limited to: refining or initial processing of raw materials; rolling, drawing, or extruding of metals; asphalt batching plants; sawmills; meat slaughtering or packing house; and manufacture or packaging of cement products, feed, fertilizer, flour, glue, paint, petroleum products, soap, turpentine, varnish, charcoal, or distilled products.~~

~~**3. Manufacturing, Light**~~

~~An establishment engaged in the manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales, and distribution of such products, but excluding basic industrial processing. Examples include, but are not limited to: airplane, automobile, or truck assembly, remodeling, or repair; bottling works; boat building, machine or blacksmith shops; metalworking or welding shops; paint shops; and printing and publishing shops.~~

~~**O. Warehouse and Freight Movement**~~

~~Firms involved in Warehouse and Freight Movement are engaged in the storage or movement of goods for themselves or other firms. Goods are generally delivered to other firms or the final consumer, except for some will call pickups. There is little on site sales activity with the customer present. Accessory uses may include offices, truck fleet parking, and maintenance areas. Specific use types include, but are not limited to:~~

~~**1. Mini-Storage, Indoor**~~

~~A building or group of buildings with controlled access that contains varying sizes of individual, compartmentalized, and controlled access stalls or lockers for the storage of customers' goods or wares, and in which only indoor access is provided to storage units.~~

~~2. Mini-Storage, Outdoor~~

~~A building or group of buildings with controlled access that contains varying sizes of individual, compartmentalized, and controlled access stalls or lockers for the storage of customers' goods or wares, and which allows outdoor access to storage units.~~

~~3. Motor Freight Terminal~~

~~A facility for freight pick up, distribution, and storage. This may include intermodal distribution facilities for truck or shipping transport.~~

~~4. Storage Yard~~

~~Any lot or portion of a lot that is used for the sole purposes of the outdoor storage of fully operable motor vehicles, construction equipment, construction materials, or other tangible materials and equipment.~~

~~5. Office Warehouse~~

~~A structure containing both offices and a warehouse for storing products associated with the business. The office component of this use shall be least 50 percent of the overall floor area of the structure.~~

~~6. Warehouse~~

~~A structure containing an area available for the purpose of storing raw materials, goods, or property. Such storage may include heavy equipment and machinery, and incidental minor repairs to the equipment or machinery.~~

~~7. Wholesale Establishment~~

~~An establishment primarily engaged in the sale or distribution of goods and materials in large quantity to retailers or other businesses for resale to individual or business customers, and limited retail uses when directly associated with the wholesale use. This term shall not include heavy manufacturing, resource extraction, bulk storage of hazardous materials, or scrap or salvage operations.~~

~~P. Waste and Salvage~~

~~Waste and Salvage firms receive solid or liquid wastes from others for disposal on the site or for transfer to another location. The category includes uses that collect sanitary wastes, or uses that manufacture or produce goods or energy from the composting of organic material or processing of scrap or waste material. Waste and Salvage uses also include uses that receive hazardous wastes from others. Accessory uses may include recycling of materials, offices, and repackaging and shipment of by products. Specific use types include, but are not limited to:~~

~~1. Auto Wrecking and Salvage Yard~~

~~Any lot upon which two or more motor vehicles of any kind, which are incapable of being operated due to condition or lack of license or~~

registration, have been placed for the purpose of obtaining parts for recycling or resale.

2. Recycling Center, Outdoor

A facility in which recoverable resources such as newspapers, glassware, plastics, and metal cans are recycled, reprocessed, and treated to return such products to a condition in which they can again be used for production, and in which some of the operations or storage take place outside of an enclosed building. This facility is not a junkyard or salvage yard.

3. Recycling Center, Indoor

A facility in which recoverable resources such as newspapers, glassware, plastics, and metal cans are recycled, reprocessed, and treated to return such products to a condition in which they can again be used for production, and in which no operations or storage take place outside of an enclosed building. This facility is not a junkyard or salvage yard.

4. Landfill

A planned and approved method or system of waste disposal in which the waste is disposed or buried in layers, compacted by earth or other approved methods, also known as sanitary landfill.

Q. Medical Marijuana Uses (See Section 3.2.3.K for applicable use specific regulations)

1. Medical Marijuana

"Marijuana" for "Medical Use" as those terms are defined in ARIZ. REV. STAT. § 36-2801.

2. Medical Marijuana Dispensary

A nonprofit medical marijuana dispensary as defined in ARIZ. REV. STAT. § 36-2801 and duly registered and certified pursuant to ARIZ. REV. STAT. § 36-2804.

3. Medical Marijuana Cultivation Location

Any facility, building, or location that grows, cultivates or processes medical marijuana, including, but not limited to the following: (i) a medical marijuana dispensary that cultivates medical marijuana on its site; (ii) the one additional location, if any, duly identified pursuant to ARIZ. REV. STAT. § 36-2806(E) during the process of registering a medical marijuana dispensary where marijuana will be cultivated for sale at a medical marijuana dispensary; (iii) any location for the cultivation of marijuana by a qualifying patient or designated caregiver permitted under ARIZ. REV. STAT. § 36-2801 *et seq.*; and (iv) includes a facility that incorporates or processes medical marijuana into a consumable or edible product.

~~10.3.4. Accessory Uses[4]~~

~~A. Accessory Dwelling Unit~~

~~A dwelling unit that is secondary to the principal single household dwelling unit in terms of gross floor area, intensity of use, and physical character, but which has kitchen and bath facilities separate from the principal dwelling and a separate entrance. Accessory Dwelling Units share the same utility meter as the principal dwelling unit. Accessory Dwelling Units are also known as a granny flat, mother-in-law apartment, or carriage house.~~

~~B. Home Occupation~~

~~A commercial activity conducted entirely within a dwelling or accessory structure (in a residential zoning district) that can be conducted without any significantly adverse impact on the surrounding neighborhood.~~

~~1. Day Care, Home Occupation~~

~~A permanent residential unit where an occupant provides day care and supervision for no more than five children or adults not residing in the household, whether or not for compensation. The following uses are not a Home Occupation Day Care use: Group Home; Group Recovery Home; Shelter Care Facility; Shelter Care Facility, and Homeless Shelter and Day Care, Home Occupation.~~

~~2. Foster Home, Home Occupation~~

~~A home maintained by any individual(s) having the care or control of no more than 5 minor children, other than those related to each other by blood or marriage, or related to such individuals, or who are legal wards of such individuals which is licensed by the appropriate government agency.~~

10.34. OTHER TERMS DEFINED

Accessible Parking Space
A parking space that meets the requirements of applicable state and federal disabilities acts.

Abutting
The condition of two adjoining properties having a common property line or boundary including cases where two or more lots adjoin a corner, but not including cases where adjoining lots are separated by a street or alley.

Accent Material
Material covering 25 percent or less of a wall elevation.

Access/Accessway
The place, means, or way by which pedestrians and vehicles shall have safe, adequate, and usable ingress and egress to a property or use as required by this Development Code.

~~[4] ORD. 18-17, 07/05/2017~~

Adjacent
The condition of being near to or close to, but not necessarily sharing a common dividing line (e.g. two properties that are separated only by a street or alley shall be considered as adjacent to one another).

Affordable Housing
Affordable housing is property, whether owned or rented, that costs no more than 28 to 30 percent of gross household income.

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Alley
A minor way that is used primarily for vehicular access to the back or side of properties otherwise abutting on a street.

Annexation
Annexation is the incorporation of a land area into an existing district or municipality, with a resulting change in the boundaries of the annexing jurisdiction.

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Antenna Co-location on Existing Tower
Any structure or device used to collect, receive, transmit, or radiate electromagnetic waves, including both directional antennas (such as panels, microwave dishes, satellite earth station antennas over two meters in diameter) and omni-directional antennas (such as whips) that is placed upon an existing telecommunications tower or projection. This term does not include antennas two meters or less in diameter.

Area, Gross
The area of a lot or parcel including all dedicated streets, alleys, private accessways roadway and/or alley easements, and canal rights-of-way. Such boundaries shall extend to the center of existing abutting street or alley right-of way. In the case of an existing partial dedication or easement, the gross area shall not extend beyond what would be the centerline of the full dedication.

Area, Net
The area of a lot or parcel excluding all dedicated streets or alleys and roadway or alley easements.

Articulation
The manner in which various features are arranged on a building elevation.

Attainable Housing
Attainable Housing is housing that is affordable to people earning around the Area Median Income (AMI). Households living in attainable housing and earning between 80% and 120% of the AMI should not need to spend more than 30% of their income on housing costs.

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Awning
A structure attached to a building or other permanent structure in a fixed position with a flexible or rigid covering, including such structures that are internally illuminated by fluorescent or other light sources.

Balcony
That portion of a building that projects into the required yard and where the floor height of such projection is not less than four feet above grade.

Banner
A flexible piece of material used as a symbol, decoration, or to provide a message that is attached on at least two of its sides to a building, poles, or other outdoor structure.

Basement
That portion of a building underground and having at least one-half of its height measured from its floor to its ceiling below grade. A basement shall be counted as a story if the vertical distance from grade to its ceiling is more than two feet.

Berm
An earthen mound designed to, screen undesirable views, decrease noise, and/or control or manage surface drainage.

Bicycle Parking Space
An area designated within a facility for the use of an individual bicycle.

Block
A piece or parcel of land or group of lots entirely surrounded by public streets, streams, railroads or parks or a combination thereof.

Borrow
Earth material acquired from an off-site location for use in grading a site.

Box Transplanting
A method of transplanting a tree in which the root ball is placed in a box.

Brushing
The selective removal of vegetation.

Buckeye Water Conservation and Drainage District (BWCDD)
BWCDD is an irrigation district, supplying irrigation water and power. The district also provides flooding irrigation to homes and water to contractors for construction.

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Buffer
Landscaped areas, fences, ~~walls,~~ berms, or any combination thereof, used to physically screen or block noise, lights, buildings, or nuisances.

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Buffer, Open Space
A buffer is an 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 human activity on the land or wildlife.

Building
Any substantial structure that by nature of its size, scale, bulk, dimension, or use constitutes a visual obstruction or generates activity similar to that usually associated with a building. For purposes of determining required setbacks, the term includes (i) Gas pumps and overhead canopies or roofs. (ii) Fences running along lot boundaries adjacent to public rights-of-way that exceed six feet in height and are substantially opaque.

Building Facade Line
A line that is parallel to a lot line or public or private street curb line, as applicable, and the average distance from the lot line or curb line as the closest portion of a building.

Building Height[5]
The vertical distance of a building as measured from the average elevation of the finished grade within twenty (20) feet of the structure to the highest point of the coping or parapet of a flat roof, or to the mean height level between eaves and ridges for gable and hip or gambrel roofs.

Building Mass
The three-dimensional bulk of a building—height, width, and depth.

Building Scale
The size and proportion of a building relative to human scale, streets, surrounding buildings, and environs.

Build-out
Build - out is an estimate of the amount of potential development for an area. A built - out community is typically one that has five (5) percent or less vacant property available for development.

Bulk Waste
Bulk waste is waste types that are too large to be accepted by the regular waste collection.

Capital Improvement Program (CIP)
The CIP is a financial plan to identify needed infrastructure enhancements throughout the city.

Carport
A structure open on a minimum of three sides designed or used to shelter not more than three vehicles and not to exceed 24 feet on its longest dimension.

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[5] ORD. 18-17; 07/05/2017

Central Arizona Project (CAP)
CAP is a water resource development and management project that provides water from the Colorado River to central and southern Arizona.

Clearing
The removal of vegetation by manual or mechanical means.

CMU
Concrete masonry units.

Commercial Center
A development containing two or more retail stores, offices, restaurants, hotels, motels, and similar businesses.

Commercial Development
For purposes of this Development Code, development of any use meeting the definition of "Commercial Use," "Offices," "Places of Public Assembly," or "Service Establishment" in the Buckeye Development Code, as well as any mixed use development that combines commercial development and development of any residential use.

Commercial Use
A retail use operated for profit or compensation, where the general public is invited to purchase goods or services and the compensation is substantial and regular.

Common Area
Land in a residential development held in common and/or single ownership and not reserved for the exclusive use or benefit of an individual tenant or owner.

Community Facilities District (CFD)
A CFD is a financing mechanism for the acquisition, construction, operation, and maintenance of public infrastructure.

Community Green Space
Community green space is 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.

Community Master Plan
The Community Master Plan district is a zoning designation intended to create a built environment superior to that which is accomplished through conventional zoning districts and design guidelines. The area must include a minimum of 640 acres of integrated development with defined allowable land uses, intensities and densities, and design standards.

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Compatibility
Compatibility occurs when the characteristics of different uses or activities are harmonious or capable of existing or working together without conflict.

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Complete Application
An application that is submitted in the required form, includes all mandatory information and supporting materials specified in the application packet, and is accompanied by the applicable fee. A pre-application conference shall have been held, if required by this Development Code.

Concealed Antennae and Towers
Any man-made trees, clock towers, bell steeples, light poles, water towers and similar alternative design mounting structures that camouflage or conceal the presence of antennas or towers.

Concrete Panel Construction
A monolithic masonry wall unit, either poured in place, poured on site (commonly referred to as "tilt-wall construction"), or precast for assembly on site.

Condominium
An estate in real property consisting of an undivided interest in common in a portion of such real property, together with the right of exclusive occupancy of a unit located thereon.

Corral Fence
A fence-type structure consisting of vertical posts and horizontal members and so constructed that 75 percent or more of the vertical surface is open. Chain link or other similar types of wire fences are not intended to be included in this definition and shall be classified as a fence or wall.

Court
An open, unobstructed space, bounded on more than two sides by the walls of a building. An inner court is entirely surrounded by the exterior walls of a building. An outer court has one side open to a street, alley, yard, or other permanent open space.

Crime Prevention Through Environmental Design (CPTED)
CPTED is an approach to deterring criminal behavior through environmental design.

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Cul-de-Sac
A street with no outlet, which terminates in a circular right-of-way.

Culvert
A drain, ditch, or conduit, not incorporated in a closed system, which carries drainage water under a driveway, roadway, railroad, pedestrian walk, or public way, or other type of overhead structure.

Curb
A stone, concrete, or other improved boundary marking the edge of the roadway or paved area.

Cut
Vertical removal of earthen material.

Cutoff Angle
The angle formed by a line drawn from the direction of light rays at the light source and a line perpendicular to the ground from the light source above from which no light is emitted.

Cut-off Light Fixture
A lighting fixture with a light distribution pattern that results in less than 2.5 percent of the rated lumens being projected at or above a horizontal plane located at the bottom of the fixture, and less than 10 percent of the rated lumens projected between that horizontal plane and a plane emanating at an 80 degree angle below the bottom of the fixture.

Decorative Paving
Paving that is made up of solid, pre-cast, decorative paving, flagstone, modular units, stamped concrete, seeded concrete, colored concrete, or any combination of the same.

Dedication
A conveyance of fee simple or property rights at no cost to the City or another public agency.

Demographics
Statistical data relating to the characteristics of the population and subgroups within a population.

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Demolition or Demolish
An act or process that removes one or more of the following from an existing building or buildings:

1. Fifty percent or more of the roof area as measured in plan view.
2. Fifty percent or more of the exterior walls of a building.
3. A Street-facing facade.

Density
A ratio of the number of dwelling units to the gross land area unless otherwise stated.

Destroy
For purposes of the native plant preservation requirements of this Development Code, means to kill, or cause the death of any protected native plant by any means.

Development
Any activity that changes the use of land or makes a material change to the appearance of a structure or property. In addition, the following constitute development:

1. Clearing of land as an adjunct of construction, including clearing or removal of vegetation or soil manipulation;
2. Deposit of refuse, solid, or liquid waste or fill on a parcel of land;
3. Placement of a sign;
4. Changes or alteration of a watercourse, drainage way, or other waterway; or
5. Paving, filling, grading, or covering of land.

Development Code
The City of Buckeye Development Code.

~~**Development Partner Group**~~
~~Development Partner Group is a group of volunteers with development interests in Buckeye that meets quarterly with Development Services and Engineering Departments to discuss relevant policy and procedures as well as open engagement in customer input. The Development Partner Group is not a formally appointed committee.~~

Direct Lighting
A source of external illumination located a distance away from the sign which lights the sign, but which is, itself, not visible from any normal position of view.

Director
The Development Services Director, or his or her D~~d~~esignee.

Disability
A physical or mental impairment that substantially limits one or more of a person's major life activities, impairs their ability to live independently or a record of having such an impairment, but such term does not include current use of, nor addiction to, alcohol or a controlled substance.

Distribution Lines
Those electric lines used to distribute power from a feeder line to an end user. These electric lines are normally connected to a feeder line through a sectionalizing device such as a fuse.

Driveway
The principal access route from the roadway adjacent to a lot, to the lots primary off-street parking area.

Easement
A right to use another person's real property for certain limited purposes.

Ecological Connectivity
Ecological connectivity or landscape connectivity is the degree to which the landscape facilitates or impedes species movement between habitat blocks.

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Ecosystem
An ecosystem is a community of living organisms dynamically interacting with each other and with the nonliving 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.

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Electrical Sign
A sign in which electrical wiring and connections are used.

Elevation
(1) A vertical distance above or below a fixed reference level; or (2) a fully dimensioned drawing of the front, rear, or side of a building showing features such as windows, doors, and relationship of grade to floor level.

Engineering Plan
Plans, profiles, cross sections, reports, and other required details for the construction of public improvements prepared by a registered engineer.

Envelope, Building
(1) A dwelling unit and all attached roofed structures, including carports or patio ramadas;

(2) For nonresidential development, the building envelope shall be the main building and all attached roofed structures.

Envelope, Development
The sum of the areas of the permit holder's land to be graded, including the building envelope, accessory buildings, and areas of related parking, driveways, swimming pools, walls and other accessory structures, but excluding individual sewage disposal systems.

Environmentally Sensitive Area
A definable area that is characterized by the presence of indigenous plants as referenced herein that has not been significantly or noticeably altered or modified through development, agriculture, or other activities associated with growth or expansion.

Equipment Building or Structure
An accessory building or structure used to house necessary equipment used by communication providers at a facility.

Erosion
The wearing away of the ground surface as a result of the movement of wind, water or ice.

Excavation
The mechanical, manual, blasting, or other such means for removal of earth material.

Exterior Trademarked Design Feature
An exterior design feature, including colors, shapes, and materials, of a building that is trademarked by a building occupant.

Facade
The exterior walls of a building exposed to public view, or that wall viewed by persons not within the building.

Fascia
Any broad, flat, horizontal surface, as the outer edge of a cornice or roof. Fascia board is a wide board set vertically to cover the lower ends of rafters or the joint between the top of a wall and the projecting eaves.

Federal Emergency Management Agency (FEMA)
FEMA's duties include the development and administration of the nation's Flood Insurance Program (NFIP). The NFIP develops and adopts flood maps, which illustrate flood zones that are used by participating communities in regulating the location and design of buildings, utilities and other man-made improvements.

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Feeder line
High voltage supply electric lines that emanate from substations used to distribute power through an area. This term is synonymous with "transmission lines."

Fencing, Protective
Fencing with a four-foot approximate height intended to provide the boundaries of something being protected.

Fencing, Temporary
A temporary barrier, approved by the city, which clearly and conspicuously delineates areas designated to remain undisturbed or that are to be protected during construction.

Fill
Vertical addition of earthen material.

Final Inspection
Field inspection conducted by the City prior to project acceptance.

Flag
A piece of material used as a symbol, decoration, or message that is attached on only one of its sides to a building, pole, or other outdoor structure.

Floor Area
The total square feet of floor space within the outside dimensions of a building including each floor level, but excluding carports, residential garages, and breezeways.

Freestanding
Any structure that is not attached to any other structure or portion of a structure. Structures that are linked by pedestrian walkways are deemed to be freestanding. Freestanding shall also apply to sole uses on an individual parcel.

Frontage
All property on one side of a street between two intersecting streets (crossing or terminating) measured along the line of the street, or, if the street is a dead end, then all of the property abutting on one side between an intersecting street and the dead end of the street, including property fronting on a cul-de-sac.

Fully-Shielded Light Fixture
A lighting fixture constructed in such a manner that the light source is not visible when viewed from the side and all light emitted by the fixture, either directly from the lamp or a diffusing element, or indirectly by reflection or refraction from any part of the luminaire, is projected below the horizontal

as determined by photometric test or certified by the manufacturer. Any structural part of the light fixture providing this shielding must be permanently affixed.

Full Cut-off Light Fixture
A lighting fixture with a light distribution pattern that results in no light being projected at or above a horizontal plane located at the bottom of the fixture, and less than ten percent of the rated lumens projected between that horizontal plane and a plane emanating at an 80 degree angle below the bottom of the fixture.

Future Land Use Map (FLUM)
A FLUM is a diagram that designates the type, distribution, and intensity/density of land uses allowed in the MPA.

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Garage, Detached
An enclosed (on at least three sides) accessory building not attached to a main building, used for storage of automobiles, and used solely by the occupants and their guests.

Garage, Parking
See "Parking Structure."

Glazing
The panes or sheets of glass or other material made to be set in frames, as in windows or doors.

Grade
The elevation of the ground surface, paving, or sidewalk.

Grading
The initial clearing, brushing, or grubbing, and subsequent excavating, or filling of a site.

Grading Permit
An official document issued by the City authorizing the grading activity specified by the grading permit conditions.

Gross Floor Area
The sum of the gross areas of the several floors of a building or buildings, measured from the exterior faces of exterior walls or from the centerlines of walls separating two buildings. Gross floor area shall not include:

A. **Underground parking space.**
B. **Uncovered steps.**
C. **Exterior balconies.**

Gross Land Area
The area of a parcel of land excluding all streets and alleyways in existence at the time the development plan is submitted. Those portions of such parcels that subsequently may be designated as streets or alleyways, whether dedicated or not, shall be included in the determination of gross land area.

Ground Cover
A low growing, woody, or herbaceous vine or grass like material primarily used to cover large areas of ground. The term "ground cover" also means a plant species that normally reaches a height of less than three feet upon maturity, installed in such a manner so as to form a continuous cover over the ground.

Grubbing
The removal of trees and other large plants including their roots.

Guideline
An indication of policy or preferences; compliance is not mandatory like a standard, but rather compliance is encouraged to further the City's land-use goals and policies.

Gutter
A shallow channel, usually set along a curb or the pavement edge of a road or the edge of a building roof, for purposes of catching and carrying off water.

Habitat
The place or type of site where a plant or animal naturally or normally grows and lives.

Halo Lighting
Illumination produced by recessing a light source inside a hollow character with an open back or within the surface to which sign letters are mounted. An outline glow around the characters is created by this light reflecting off the background to which the characters are attached.

Home Owners Association (HOA)
An organization established for the ownership, care, and maintenance of private common areas, private streets, and other private facilities.
HOAs are organizations in a subdivision or planned community that create and enforce rules for the properties within the community.

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~~**Household Income**~~
~~Household income is the income of the householder and all other individuals 16 years old and over residing in the household, whether they are related to the householder or not.~~

Hydrological Study
A report designed to show the effects of surface water on a specific area.

Illuminance[6]
A measure of the amount of light intercepting an object at a given distance from a light source measured in footcandles.

Infrastructure
Facilities and services needed to sustain manufacturing, residential, commercial and all other land use activities. Infrastructure includes water lines, sewer lines, and other utilities, streets and roads, communications, and public facilities, such as fire stations, parks, schools, and other similar type uses.

[6] ORD. 10-13; 6/18/2013

Impervious Cover
Any surface lacking the ability for air and water to pass through to natural ground.

Impervious Surface
An impervious surface is a surface through which water cannot penetrate, such as a road, sidewalk, or paved parking lot. The amount of impervious surface increases with development and establishes the need for drainage facilities to carry the increased runoff.

Improvement District (ID)
An Improvement District is a district comprised of property owners who desire improvement to their properties, such as water, sewer, or roadway infrastructure, which are financed through bonds, ad valorem, or equally apportioned secondary taxes pursuant to Title 48 of the Arizona Revised Statutes.

Incorporated Area
An incorporated area is a geographic area that has legally defined municipal boundaries.

Industrial Development
Development of any use primarily associated with heavy equipment, tractor trailers, material storage or processing, warehousing, manufacturing or chemical processing, where the general public is not invited to be part of the on-site activities.

Infill Development
Infill development is development of vacant or underutilized land (usually individual lots or leftover properties) within areas that are already largely developed.

Information and Communication Technology (ICT)
ICT refers to technologies that are used for telecommunications.

Infrastructure
Infrastructure is all types of nonbuilding, manmade 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.

In-line Commercial Center
Multiple retail stores laid out in an in-line arrangement. Individual stores share one or more side walls but have separate entrances. In-line centers typically share a single parking area.

Inspector
A person authorized by the City to perform inspection on work performed where the City is required to inspect.

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Intergovernmental Agreement
An intergovernmental agreement is an agreement between units of government to combine their resources to provide governmental services and perform activities for the benefit of their constituents.

Interior lot
A lot other than a corner lot.

Internal Lighting
A source of illumination entirely within the sign that makes the contents of the sign visible at night by the light being transmitted through a translucent material but wherein the source of the illumination is not visible.

Invasive Species
Invasive species are plant species that are not native to the ecosystem under consideration and who 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.

Irrigation System
An underground automatic watering system, which consists of heads, valves, pipes, etc., used for the sole purpose of sustaining and promoting plant life. This definition shall also apply to drip and soaker hose irrigation.

Kiosk
A small, freestanding one-story structure having a maximum floor area of 100 square feet and used for purposes of the posting of temporary information and/or posters, notices, and announcements, an ATM, postal supplies, or similar uses where no attendant is required.

Landscape Buffer
A combination of physical space and vertical elements such as plants, berms, fences, or walls, the purpose of which is to separate and/or screen incompatible land uses from each other.

Landscape Screening
An area of landscaping a minimum of three feet in height. It shall consist of trees, shrubs, and groundcover and may contain natural topping material such as boulders, rock, stone, granite or other approved material. The purpose of the landscape screen is to screen adjacent areas.

Land Use
Land use is the occupation or use of a land or water area for any human activity or any purpose defined in the general plan.

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Leadership in Energy and Environmental Design (LEED)
LEED is a rating system devised by the United State Green Building Council (USGBC) to evaluate and guide the design, construction, operation, and maintenance of buildings.

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Light-Emitting Diode Display (LED) and Liquid Crystal Display (LCD)[7]
Flat, electronic display devices that channel light through tubes or modulate liquid crystals to create patterns that can produce changing video displays.

Light Fixture
The complete lighting assembly (including the lamp, housing, reflectors, lenses and shields), less the support assembly (pole or mounting bracket).

Loading Space
An off-street space or berth used for the delivery and loading or unloading of vehicles.

Logo
A graphic image or words representing an organization. This image shall be in the form of symbols (logo symbol) and/or words.

Lot Area
The total area, measured on a horizontal plane, included within lot lines.

Lot Coverage
The total structural coverage provided on a lot or site inclusive of all roofed areas, including roof overhangs or projections, or structures capable of supporting a roof divided by the net area of the lot or size.

Lot Width
The width of the lot shall be:

(1) If the side lot lines are parallel, the shortest distance between these sidelines.

(2) If the side lot lines are not parallel, the width of the lot shall be the length of a line at right angles to the axis of the lot at a distance equal to the front setback required for the district in which the lot is located. The axis of a lot shall be a line joining the midpoints of the front and rear lot lines..

Lot Depth
The average horizontal distance between the front and rear lot lines.

Lot Frontage
That dimension of a lot or portion of a lot abutting on a street, excluding the site dimension of a corner lot.

Lot Line
The lines bounding lots defined as follows:

[7] ORD. 10-13; 6/18/2013

(1) Front lot line. The owner shall designate and the City approve which lot line shall be the lot frontage.

(2) Rear lot line. The lot line most parallel to the front lot line. For triangular lots, the point opposite the front lot line shall be considered the rear lot line.

(3) Side lot line. Any lot lines not the front or rear lot line.

Lot Types
(1) Corner lot. A lot that has at least two adjacent sides abutting on a street, provided that the interior angle at the intersection of such two sides is less than 135 degrees.

(2) Double frontage lot. A lot having a frontage on two nonintersecting streets, as distinguished from a corner lot.

(3) Flag (panhandle) lot. A lot having access to a street or alley by means of a width less than the minimum required lot width, but not less than 12 feet.

(4) Interior lot. A lot other than a corner lot.

(5) Key lot. A corner lot that is so designated that the lots located directly behind it face the side street of the corner lot and are not separated by an alley.

(6 Reversed frontage. A key lot, or the first lot to the rear of a corner lot, the front lot line of which is a continuation of the side lot line of the corner lot and fronting on the street that intersects the street upon which the corner lot fronts and/or that faces the street upon which the side of a corner lot abuts.

Luminance[8]
An objective measurement of the brightness of illumination, measured in candelas per square foot (cd/ft^2) or Nits.

Maintenance Improvement District (MID)
A MID is a district where residents are charged through property taxes to cover maintenance costs for landscaping, irrigation, and drainage should an HOA be disbanded.

Maricopa Association of Governments (MAG)
MAG is a Council of Governments, serving as the regional agency for the Phoenix Metropolitan Area. MAG is also the Metropolitan Planning Organization for the Phoenix Metropolitan Area, tasked with transportation and air quality planning for the region.

Mansard Roof
A roof having on each side a shallower upper part and a steeper lower part.

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[8] ORD. 10-13; 6/18/2013

Masonry Construction Materials
Materials that include, but are not limited to, brick, stone, concrete masonry units, stucco, and concrete-panel construction.

Maximum Extent Feasible
Under the circumstances, no feasible and prudent alternative exists, and all possible efforts to comply with the regulation or minimize potential harm or adverse impacts have been undertaken.

Maximum Extent Practicable
Under the circumstances, reasonable efforts have been undertaken to comply with the regulation or requirement, the costs of compliance clearly outweigh the potential benefits to the public or would unreasonably burden the proposed project, and reasonable steps have been undertaken to minimize any potential harm or adverse impacts.

Mechanical Equipment
All devices, appliances, and apparatus involved in the maintenance of environmental conditions within a building or recreational structure, such as a swimming pool or spa. Mechanical equipment shall include, but is not limited to HVAC units, air conditioners, pool heaters, pool filters, and pool circulation pumps.

Median Household Income
Median household income is a figure representative of the midpoint of gross household income. The median income for individuals is based on individuals 16 years old and over with income.

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Monument Base
A freestanding base of masonry construction to match the site building that supports the business establishment's signage.

Municipal Planning Area (MPA)
An MPA is the area of planning influence, which includes both incorporated and unincorporated areas.

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Mutilate
For purposes of the native plant preservation requirements of this Development Code, means to deface, maim, damage or disfigure any protected native plant by shooting, chopping, pushing over, burning, cutting or any other means.

National Register of Historic Places (NRHP)
NRHP is the U.S. government's official list of districts, sites, buildings, structures, and objects deemed worthy of preservation.

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Native
Indigenous to the specific site or to areas contiguous to a parcel being developed.

Natural Cross Slope
The slope of the topographic configuration of land, graphically represented by contour lines, prior to any grading or other disturbance of the site.

Natural Resources
Natural resources are environmental and ecological assets; the land, water, plants and animals that sustain us and enhance our quality of life. Planning for natural resources means planning for natural resource protection, including conservation, quality protection measures, and improved development practices.

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Natural Grade
The topographic configuration of land prior to any grading or other human disturbance of the site.

Net Floor Area
For the purpose of determining parking requirements, the total floor area of a building measured from the interior faces of load-bearing walls, excluding air shafts, stairwells, elevator shafts, restrooms, mechanical equipment rooms, atriums, and other such features as determined by the Director.

Neighborhood
A neighborhood is a localized geographic area used to describe a subarea of a community that has common character such as natural or historic character or is tied to a common local landmark, such as a church, school, or other asset.

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Non-Concealed Freestanding Tower
Any structure that is designed and constructed primarily for the purpose of supporting one or more antennae, including guy towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, common carrier towers, cellular telephone towers, alternative tower structures, and the like.

Outdoor Gathering Space
Open air or semi-enclosed public spaces for the benefit of residents, employees, or visitors to a site. In calculating the size of an outdoor gathering space in order to meet the requirements of this Development Code, the following must not be included: private yards, public or private streets or rights-of-way, parking areas and driveways, and water quality and stormwater detention ponds.

Pad-Site Building
A building that is intended for a single commercial use and that is physically separate from the principal or primary building on the site. The term is typically used in the context of retail shopping center development.

Parapet Wall
A wall extending above the plate line of a building.

Parking Aisle
The aisles on which vehicles are allowed access to the individual parking stalls and are characterized by slow speeds and high turning movements.

Parking Space
A permanently surfaced area, enclosed or unenclosed, and a permanently surfaced driveway connecting with a street or alley, permitting ingress or egress of an automobile.

Parking Structure
A structure or portion thereof that is fully or partially enclosed, composed of one or more levels or floors, and used exclusively for the parking or storage of motor vehicles.

Pedestrian Way
A public walk dedicated entirely through a block, from street to street, or providing access to a school, park, recreation area, or shopping center.

Pennant
A piece of material that tapers to a point and is used as a symbol, decoration, or to provide a message and that is attached on only one if its sides to a building, pole, or any other item used to display the pennant.

Perimeter Roads
The roads along the perimeter of buildings and at the ends of parking aisles where they abut property lines and provide customer drop-off and pickup as well as emergency access to the building.

Person
A natural person, a corporation, a partnership, an association, a trust, or any other entity or any combination thereof.

Planned Area Development (PAD)
The Planned Area Development District is a zoning designation intended to create a built environment superior to that which is accomplished through conventional zoning districts and design guidelines. The area must include a minimum of 5 acres of integrated development with defined allowable land uses, intensities and densities, and design standards.

Planning and Zoning Commission
A Planning and Zoning Commission is a recommending body to City Council for development proposals and longrange planning projects. In Buckeye, there are six district commissioners and one at large commissioner.

Population Density
Population density is the number of people living per unit of area, which in the General Plan, is per square mile.

Primary or Principal Building
The building or structure on a commercial development site used to accommodate the majority of the principal permitted use(s). When there are multiple buildings on a commercial development site, such as in a shopping center, the primary or principal building shall be the one containing the greatest amount of gross floor area. Buildings sited on pad sites or free-standing kiosk/ATM machines cannot be "primary" or "principal" buildings.

Principal or Primary Entrance
The place of ingress and egress most frequently used by the public, and which is most visible and most easily identifiable from the principal street.

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Pristine
For purposes of the native plant protection requirements of this Development Code, means unaltered from its naturally occurring state, not spoiled, corrupted, or polluted.

Private Street Lot
A separate lot owned by the property owners association whereupon a private street is constructed.

Public Art
Sculptures, paintings, murals, and other forms of artwork that are placed in public spaces or in public view to enrich and add visual interest to the built environment.

Quality of Life
Quality of life is the degree to which individuals perceive themselves as able to function physically, emotionally, and socially. Quality of life includes all aspects of community life that have a direct influence on the physical and mental health of its members.

Redevelopment
Redevelopment is the process of building new construction on a site that has pre - existing uses or renovating existing uses on a site. Redevelopment generally is a strategy to rehabilitate blighted urban areas through renovation.

Relocate
To transplant a protected native plant to another location on the premises.

Remove
To transport a protected native plant from the premises on which it has been growing.

Residential Thoroughfare
A thoroughfare indicated on the city master thoroughfare plan, and as the same may be from time to time amended.

Retaining Wall
A wall designed to withstand lateral and hydrostatic pressures and built to keep earth from sliding.

Revegetation
Placement of living plant materials including, but not limited to, seed, on sites or cut and fill slopes where the natural vegetation has been removed.

Right of Way
A strip of land dedicated to the public and occupied or intended to be occupied by a street, crosswalk, railroad, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, or for another public use. The usage of the term "right-of-way" for land platting purposes means that every right-of-way hereafter established and shown on a final plat is to be separate and distinct from the lots or parcels adjoining such right-of-way, and are not included within the dimensions or areas of such lots or parcels. "Rights-of-way" intended for streets, crosswalks, water mains, sanitary sewers, storm drains, or any other use involving maintenance by a public agency shall be dedicated to public use by the maker of the plat on which such right-of-way is established.

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Run-off
Runoff 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.

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RV Garage[9, 10]
A garage that has a (10) foot or taller bay door and designed to accommodate the size and mass of an RV, motorhome, travel trailer or camper on a 68-foot-wide lot or greater where the architecture matches the primary structure in color, wall material, lighting and roof.

Screen
An opaque barrier designed and installed to conceal areas used for storage, refuse, mechanical equipment, parking or delivery service loading bays from street and public view, or to buffer adjacent uses.

Screening Wall
An approved structure or fence at least six feet in height intended to minimize adverse impacts associated with contiguous or adjacent land uses, or effects of site operations such as dumpsters.

Semi-cutoff Light Fixture
A lighting fixture with a light distribution pattern that results in less than five percent of the rated lumens being projected at or above a horizontal plane located at the bottom of the fixture, and less than 20 percent of the rated lumens projected between that horizontal plane and a plane emanating at an 80 degree angle below the bottom of the fixture.

Setback
The required minimum distance between the building line and the related front, side, or rear lot line and over which no part of any building may extend, except as otherwise provided. When the property abuts a dedicated right-of-way, the distance shall be measured from the dedicated right-of-way line or future right-of-way line. When the property abuts a private street, the distance shall be measured from the back of the tract or easement used for the private accessway.

Sewer
Any pipe or conduit used to collect and carry away sewage or stormwater runoff from the generating source to treatment plants or receiving streams.

Sewer System, Community
Any sewer system, whether treatment plant, septic tank or lagoon, designed with a sewer collection system to be used by a legally constituted association of property owners. The system may or may not be a public system.

Shaded Sidewalk
For purposes of this Development Code, a shaded sidewalk shall be any one of the following:

[9] ORD 09-18, 03/07/2018
[10] ORD 15-20, 09/15/2020

- A sidewalk at least ten feet wide made of pervious concrete with shade trees at 30-foot intervals or of standard concrete with the trees planted in grates at the same distance.

- A five-foot sidewalk adjacent to a landscape strip at least ten feet wide planted with shade trees at 30-foot intervals.

- A sidewalk at least six feet wide covered with weather-protection materials (such as awnings, an arcade, or other structure).

Sidewalk
A paved surface separated from the street and used as a pedestrian walkway.

Sign
Any device, name, number, identification, description, announcement, declaration, demonstration, flag, banner, pennant, illustration, light, or insignia, and the supporting structure of any of the same, placed upon or affixed directly or indirectly to or upon any building or outdoor structure, or erected or maintained upon a piece of land which directs attention to any object, product, service, place, activity, person, institution, organization, or business. Any interior illuminated or moving sign or light that is visible from the exterior may be determined as being erected on the exterior of the building or structure. Signs may contain commercial and/or noncommercial speech.

Sign Area[11]
The total square footage of all lettering and logos placed on the sign face. Each side of the sign shall be calculated individually.

Sign Height[12]
The vertical distance of a sign as measured from the average elevation of the finished grade within 20 feet of the sign base to the highest point on the sign. With respect to Digital Billboards, height shall be determined in accordance with Section 5.11.8.B.3.a.

Sign Permit
A written authorization to erect a sign, obtained pursuant to Section 5.11.2, *Permit Required,* of this Development Code.

Sign Types[13]
(1) Advertising. A sign relating to a business activity, use, or service not conducted on the premises upon which the sign is placed; or a product not sold, handled, produced, or fabricated on the same premises upon which the sign is placed.

(2) Billboard. Any large, standardized off-site sign relating to a business, activity, use, or service conducted off the site, or to a product not sold on the site, and intended for viewing from extended distances, generally more than 50-feet.

[11] ORD. 10-13; 6/18/2013
[12] ORD. 10-13; 6/18/2013
[13] ORD. 10-13; 6/18/2013

(3) Business sign. A sign relating to a business, use, or service conducted on the premises upon which the sign is placed; or a product sold, handled, produced, or fabricated on the premises upon which the sign is placed.

(4) Freeway-Oriented Identification Sign. An on-site freestanding sign that is placed on property adjacent to, but not closer than a distance equal to the height of the sign from the freeway right-of-way or an attached sign with exposure to a freeway. Separation distance of not less than 500 feet shall be observed between any such on-site sign located on the same side of the freeway.

(5) Garage sale, estate sale, yard sale, or similar sign. A sign for the occasional sale of tangible personal property.

(6) Identification sign. A sign used to identify the manufacturer, builder, or seller of a structure that does not exceed 70 square inches in size.

(7) Illuminated sign. A sign lighted by or exposed to artificial lighting either by lights directed toward the sign or within the sign, behind the face of the sign.

(8) Monument sign. Signage constructed on a monument base identifying the name of the business or retail center on the premises upon which the sign is placed. A sign face manufactured and constructed clearly to be a portable sign shall not be used in any form to be made into a permanent sign.

(9) Political sign. A sign relating to the election of a person to public office; relating to a political party; or relating to a matter to be voted upon at an election called by a public body.

(10) Portable sign. Any sign, which is specifically manufactured so that it can easily be relocated from one location to another. A sign that could have wheels or four legs for easy mobility that is supported by the ground or other object (not allowed). A sign face manufactured and constructed clearly to be a portable sign shall not be used in any form to be made into a permanent sign.

(11) Real estate sign. A sign giving off-site direction to property for sale or for lease; or placed upon a property (on-site) advertising that particular property for sale or for lease; or placed on the on-site premises of the area outlined in an approved plat of a subdivision, advertising the sale of lots within such subdivision. A real estate sign shall not exceed 32 square feet.

(12) Residential information sign. Any informational sign located in a district zoned for residential uses that contains no commercial message.

(13) Temporary sign. An approved sign erected or maintained on a premises for a short duration of time. Temporary signs may supplement any permanent signs on the premise. Temporary signs include, but are not limited to, garage, estate, yard or similar sale; lost pet; political campaign; real estate; development and residential information signs; banners and pennants.

(14) Temporary event sign. Signs for the advertisement of temporary events limited to religious, public gatherings, Christmas tree sales and other temporary uses that may be approved under this Development Code.

(15) Transportation sign. A sign specifically for the conveyance of information concerning transportation systems or vehicular movement.

(16) Vehicular sign. Any sign that is affixed or attached to a moving vehicle.

(17) Wall sign. Signage that is erected against, attached to, or supported by the main building on any given property.

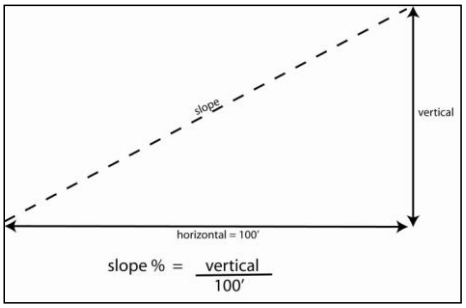
(18) Off-Site Sign. A sign directing attention to a specific business, product, service, entertainment event or activity, or other commercial activity that is not sold, produced, manufactured, furnished, or conducted at the property upon which the sign is located.

(19) On-Site Sign. A sign whose message and design relates to a business, profession, product, service, event, or other commercial activity sold, offered, or conducted on the same property or unified development where the sign is located.

(20) Digital Billboard (Digital Off-Site Sign). A variable-message sign directing attention to a specific business, product, service, entertainment event or other activity, or other commercial activity that is not sold, produced, manufactured, furnished, or conducted at the property upon which the sign is located, and that utilizes computer-generated messages or some other electronic means of changing copy. These signs include displays and devices with sign faces that are comprise of matrices of light using LEDs, LCDs, light-emitting devices, or other electronic messaging technology.

(21) Digital Reader Panel. A variable-message sign directing attention to a specific business, product, service, entertainment event or other activity, or other commercial activity that is sold, produced, manufactured, furnished, or conducted at the property upon which the sign is located, and that utilizes computer-generated messages or some other electronic means of changing copy. These signs include displays using LEDs, LCDs, a flipper matrix, or other electronic messaging technology.

Slope
The vertical rise in feet measured over a horizontal distance of 100 feet, expressed as a percentage, measured generally at right angles to natural contour lines, and extending across property lines if necessary to obtain the 100 foot measurement, but not extending across significant changes in grade. See illustration.



Solid Waste

Solid waste is any discarded material that is non-liquid, non-soluble, including garbage or refuse, organic or inorganic, whether recyclable or non-recyclable

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Spade Transplanting
A method of transplanting a tree by use of a mechanical spade.

Stand
A cluster or grouping of two or more mature plants.

Standard
A definite rule, principle, or measure with which compliance is mandatory. A development application may be denied for failure to meet one or more standards established by this Development Code.

Stormwater
Stormwater is water that originates during precipitation events and snow / ice melt.

Stormwater Management Program (SWMP)
An SWMP is a plan that identifies the programs, Best Management Practices, and policies implemented by the owner of the plan to reduce impacts on stormwater quality.

Street
A right-of-way other than an alley, dedicated or otherwise legally established for public use, usually affording the principal means of access to abutting property.

Street, Arterial
A major street in the City's street system that serves as an avenue for the circulation of traffic onto, out, or around the City and carries high volumes of traffic.

Street, Collector
A street whose principal function is to carry traffic between minor, local, and subcollector streets and arterial streets but that may also provide direct access to abutting properties.

Street Light Improvement District (SLID)
A SLID is a district for the purpose of purchasing electrical power for the use of public lighting facilities within City rights - of - way and are assessed through property taxes.

Street, Local
A street whose sole function is to provide access to abutting properties.

Street, Principal
The street adjacent to a lot or site with the highest priority. Street priorities are as follows, from highest to lowest:

- Freeway
- Parkway
- Major Arterial
- Arterial
- Major Collector
- Collector
- Major Local
- Local

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If a lot is adjacent to more than one street of equally high priority, the principal street is: the street with the highest level of transit service, as determined by the Director; or, if the streets do not have transit service or the level of transit service is equal, the street designated by the lot owner.

Street, Private
A platted street providing limited local traffic circulation among adjacent lots which is privately owned and maintained, contained within a private street tract, and constructed in accordance with the requirements of this Development Code.

Street, Sub-Collector
A street whose principal function is to provide access to abutting properties but is also designed to be used or is used to connect minor and local streets with collector or arterial streets.

Street-Facing Facade
A wall of a building that is within 60 degrees of parallel to a street lot line; and is not behind another wall, as determined by measuring perpendicular to the street lot line.

Street Furniture
Those features associated with a street that are intended to enhance the street's physical character and be used by pedestrians, such as benches, trash receptacles, and kiosks.

Sustainability
Sustainability is the property of biological systems to remain diverse and productive indefinitely. Sustainability encompasses human systems, including economy ~~and~~ development and biological systems. Sustainability manifests in policies, programs, and initiatives that support sustaining biodiversity and long-term ecological health necessary to the indefinite survival of humans and other organisms.

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.

Sustainable Roof
A "cool roof" that has a Solar Reflectance Index of 78 for flat roofs, or 29 for roofs with a slope greater than 2:12; or a vegetated roof that includes vegetation on at least 50 percent of the roof area of all buildings in the project, and that uses only drought-tolerant landscaping.

Traffic Calming
Measures that make permanent, physical changes to streets to slow traffic and/or reduce volumes; also can include education and enforcement measures to promote changes in driver behavior.

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Transit
Transit is a system of regularly scheduled buses and/or rail available to the public on a fee per-ride basis.

Transportation Master Plan (TMP)
A TMP is a planning document that provides long-term guidance for the planning of roadway, transit, and non - motorized transportation projects.

Under-story
An underlying layer of vegetation, especially the plants that grow beneath a tree's canopy.

Unified Development[14]
A large development with a comprehensive and consistent development theme typically composed of retail, office, and other commercial businesses. Such developments share access, parking and circulation and are typically designed as regional entertainment, employment or commercial destinations and are often collectively marketed and identified. This definition includes shopping centers areas of over 100,000 square-feet GFA, auto malls, business parks, and industrial parks.

Unincorporated Area
An unincorporated area is a geographic area does not have legally defined municipal boundaries.

Unsalvageable Plant
A protected native plant that cannot be successfully relocated due to any of the following:

- Deteriorated health from disease, infestation, or natural causes, or
- Physical constraints related to plant location, orientation, or general condition which obstruct and/or prevent the application of approved relocation techniques.

Wash
A watercourse that flows during flood events or intermittently. Washes are important environmental areas that serve as wildlife corridors and habitat.

Wastewater
Wastewater is spent or used water with dissolved or suspended solids, discharged from homes, commercial establishments, farms, and industries.

Watershed
A watershed is an area of land that drains rainfall and snow melts to a common outlet, such as a reservoir or stream channel. The watershed consists of surface waters as well as groundwater.

[14] ORD. 10-13; 6/18/2013

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Wildlife Corridor
A wildlife corridor (or wildlife linkage) is an area of undeveloped habitat used by wildlife to move between or within habitat blocks to complete activities necessary for survival and reproduction. Corridors are preserved or may be constructed to allow passage for wildlife through developed areas.

Xeriscape
The practice of conserving water and energy through landscaping design that limits lawn areas, irrigates efficiently, improves soils, uses mulches, chooses low water use plants, and employs other good maintenance practices.

Yard
An open space on the same lot with a building, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein. In measuring a yard for the purpose of determining the width of side yard, the depth of a front yard or the depth of a rear yard, the minimum horizontal distance between the lot line and the main building shall be used.

Yard, Front
A yard extending across the front lot line between the side lot lines, and being the minimum horizontal distance between the front lot line and the front wall of any building.

Yard, Rear
A yard extending across the rear lot line between the side lot lines, and being the minimum horizontal distance between the rear lot line and the rear of the main building. The rear yard shall in all cases be at the opposite end of the lot from the front yard.

Yard, Side
A yard between the main building and the side-line of the lot, and being the minimum horizontal distance between the building and the side lot line and extending from the front lot line to the rear lot line.

Zoning
Zoning describes the regulatory control of the use of land, and buildings within a jurisdictional boundary. Areas of land are divided by appropriate authorities into zones within which various uses are permitted and regulated.

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ARTICLE 1: GENERAL PROVISIONS

1.1. TITLE AND EFFECTIVE DATE

This document shall be officially known as the "Development Code of the City of Buckeye, Arizona," and is referred to throughout this document as "this Development Code." This Development Code shall become effective on March 21, 2024, as amended.[2]

1.2. AUTHORITY

This Development Code is enacted pursuant to the laws of the State of Arizona, including, but not limited to, A.R.S. § 9-461 et seq., 9-462 et seq., and 9-463 et seq., all as may be amended from time to time, and all other powers authorized by the Constitution of the State of Arizona, state statutes, and common law, including those for the regulation of land uses, land use planning and development, subdivision, environmental protection, police powers, and the power to abate nuisances.

1.3. PURPOSE OF THIS DEVELOPMENT CODE

The provisions of this Development Code are enacted to protect the public health, safety, and general welfare and to implement the policies of the City of Buckeye General Plan, as may be amended from time to time. The provisions are specifically intended to:

1.3.1. Ensure public safety, convenience, and accessibility through the physical design and location of land use activities;[2]

1.3.2. Promote healthy and sustainable density of development;

1.3.3. Encourage the efficient use of the available land supply in the City, including redevelopment of underutilized land in central areas;

1.3.4. Preserve the character and quality of neighborhoods;

1.3.5. Promote a balanced supply of commercial, industrial, institutional, and transportation land uses that is compatible with adjacent land uses and has good access to transportation networks;

1.3.6. Ensure the provision of adequate open space for light, air, and fire safety;

1.3.7. Preserve the value of buildings and land;

1.3.8. Support adequate and diverse housing supply for current and future residents; [2]

1.3.9. To provide for the preservation of agricultural, regional parks, desert lands and other lands of significance for the protection of the natural environment; [2]

1.3.10. To protect approach slopes and other safety areas of licensed airports, including military air facilities; [2]

1.3.11. Timely citizen involvement in land use decision-making; and effective and efficient development review and land use administration; [2] and

1.3.12. Promote and protect the public health, safety, comfort, and general welfare of the residents of the City of Buckeye. [2]

1.4. RELATIONSHIP TO GENERAL PLAN

This Development Code implements the planning policies adopted by the City Council for the incorporated boundaries and the Municipal Planning Area, as adopted in the Buckeye General Plan.

1.5. APPLICABILITY AND JURISDICTION

1.5.1. General Applicability

The provisions of this Development Code shall apply to all land, buildings, structures, and uses thereof located within the City of Buckeye, unless an exemption is provided by or pursuant to the terms of this Development Code.

1.5.2. Annexed Territory

When any territory is brought into the jurisdiction of the City of Buckeye, by annexation or otherwise, the City Council shall designate the zoning district(s) applicable to such territory at the time of annexation that is most similar to the current County zoning. This provision shall not preclude subsequent rezoning of such property by amendment in the manner set forth in Section 8.5, *Amendments to the Zoning Map (Rezonings)* of this Development Code.

1.5.3. Exemption for Public Agencies

To the extent allowed by law, the provisions of this Development Code shall not apply to all land, buildings, structures, and uses owned and/or controlled by any municipal, county, state, or federal government agencies in the City of Buckeye. [2]

1.5.4. Required Compliance

No building or structure shall be erected, converted, enlarged, reconstructed, or altered for use as defined by the City's Building Code, nor shall any land, building, or structure be used or changed, except in accordance with all applicable regulations established by this Development Code. No lot of record that did not exist on the effective date of this Development Code shall be created, by subdivision or otherwise, that does not conform to the applicable requirements of this Development Code, except as otherwise exempted from the provisions of this Development Code.

1.6. OFFICIAL ZONING MAP

1.6.1. General

The boundaries of zoning districts established in this Development Code are delineated upon the City of Buckeye Zoning Map (Zoning Map) adopted in place as of January 16, 2010, and as amended per the effective date of this ordinance, as part of this Development Code as fully as if the same were set forth in this Section in detail. Procedures for amending the Zoning Map are set forth in Section 8.5, *Amendments to the Zoning Map* (*Rezonings*).

1.6.2. Interpretation

The following rules of interpretation shall apply when determining boundaries of zoning districts:

A. Zoning shall not apply to rights-of-way. Where a zoning district is indicated to encroach into a right-of-way, it shall be construed that the zoning district only applies to property which is not right-of-way. Where future right-of-way is dedicated within existing zoning districts, the zoning district shall be deemed removed from rights-of-way. Where right-of-way is abandoned, the zoning applicable to the adjacent property shall be extended to centerline of the abandoned right-of-way.[1]

B. No zoning district boundary shall be established to divide one lot into two or more districts unless approved by the City Council. Development is allowed to encroach up to 20 feet into another zoning district and use the less restrictive district provisions. This provision is not allowed for encroachment into Single-Family Zoning districts. [2]

C. In cases where the platted and physical rights-of-way do not coincide, the Director will determine the location of the zoning district boundary.

D. In unsubdivided property, zoning district boundaries shall be determined by use of the scale on the map. A legal description acceptable to the Director shall be made available in the event of a controversy arising concerning zoning district boundaries.

E. Where a zoning district boundary is shown by specific dimension as being located at any given distance from any right-of-way line, such specific dimension shall govern.

1.7. CONFLICTING PROVISIONS

1.7.1. Minimum Requirements

This Code establishes minimum requirements for public health, safety, and welfare.

1.7.2. Conflict with Other Public Laws, Ordinances, Regulations, or Permits

This Development Code complements other City, state, and federal regulations that affect land use. This Development Code is not intended to revoke or repeal any other public law, ordinance, regulation, or permit. However, where conditions, standards, or requirements imposed by any provision of this Development Code are either more restrictive or less restrictive than comparable standards imposed by any other public law, ordinance, or regulation, the provisions that are more restrictive or that impose higher standards or requirements, as determined by the City Manager or designee, shall govern.

1.7.3. Conflict with Agreements Between Private Properties

This Development Code is not intended to revoke or repeal any easement, covenant, or other agreements between private parties. However, where the regulations of this Development Code are more restrictive or impose higher standards or requirements than such easement, covenant, or other agreements between private properties, then the requirements of this Development Code shall govern in accordance with applicable Arizona law. Nothing in this Development Code shall modify or repeal any private covenant or deed restriction, but such covenant or restriction shall not excuse any failure

[1] ORD 25-17; 12/19/2017; [2] ORD X-24; 2/20/2024

to comply with this Development Code. In no case shall the City be obligated to enforce the provisions of any easements, covenants, or agreements between private parties.

1.7.4. Severability Provisions[2]

A. If any court of competent jurisdiction invalidates any provision of this Development Code, then such judgment shall not affect:

1. The validity and continued enforcement of any other provision of this Development Code.

2. The application of that provision to any other building, structure, or use not specifically included in that judgment.

1.8. TRANSITIONAL REGULATIONS

1.8.1. Purpose

The purpose of transitional regulations is to clarify the status of properties with pending applications or recent approvals, as those terms are used below. [2]

1.8.2. Processing of Applications Commenced or Approved Under Previous Ordinances

A. Pending Applications

1. Any complete application that has been submitted for review, but upon which no final action has been taken by the appropriate decision-making body prior to the effective date of this Development Code, shall be reviewed in accordance with the City Development Code in effect on the date the application was deemed complete. If the applicant fails to comply with any applicable required period for submittal or other procedural requirements, the application shall expire, and subsequent applications shall be subject to the requirements of this Development Code. Any re-application for an expired project approval shall meet the standards in effect at the time of re-application.

2. An applicant with a complete application that has been submitted for approval, but upon which no final action has been taken prior to the effective date of this Development Code, may request review under this Development Code by a written letter to the Director.

B. Approved Projects

1. Generally

Conditional use permits, site plans, building permits, and variances that are valid on May 19, 2022, shall remain valid until their expiration date. Projects with valid approvals or permits shall be completed pursuant to the development standards in effect at the time of approval. If the approval or permit expires, future development shall comply with the requirements of this Development Code.

2. Community Master Plan (CMP) and Planned Area Development (PAD) [2]

Development of property subject to a Community Master Plan or Planned Area Development (PAD) existing on the effective date of this

Ordinance shall continue in accordance with the terms and conditions of the CMP or PAD and related Development Agreement, if applicable subject to the following:

a. For master planned developments, land uses, densities, intensities and other development standards are established as set forth in the CMP or PAD applicable to the master planned development at the time the CMP or PAD is adopted. The City may at any time amend existing, or adopt new, laws, rules, regulations and standards of development applicable to develop of property under the jurisdiction of the City. In the event that the new laws, rules, regulations and standards of development conflict with those of the existing CMP or PAD, the new laws, rules, regulations and standards of development shall govern subject however, to vesting provisions of Arizona law.

b. If the amendment of existing, or new, laws, rules, regulations and standards of development affect an amendment of existing standards under a CMP or PAD, such new standards shall be incorporated by the Director or their designee into the existing Community Master Plan, and shall be in effect 30 days following the City Council's approval of the new, or amended, laws, rules, regulations and standards of development.

Any and all provision of this Code that do not infringe upon a CMP or PAD land uses, densities, or intensities shall apply to all existing CMPs and PADs. The City and owners of property subject to CMPs or PADs shall review and determine the applicability of this Code in accordance with applicable development agreements, this Code, and Arizona law.

3. Amendments to Community Master Plans[2]

a. Application Submittal

To amend a CMP or PAD approved prior to the effective date of this Code, an application shall be filed with the Development Services Department for both the CMP and PAD and related Development Agreement, if applicable. All such applications must be signed by all owners of property, or their designees, within the area that is directly subject to the proposed amendment to the CMP or PAD.

b. Application Completeness

(i) After receipt of the application for amendment, the Director or their designee shall determine whether the application is complete and ready for review. If the application is determined to be complete, the application shall then be processed according to the procedures set forth in this Section. An application will be considered complete if it is submitted in the required form, includes all mandatory information and supporting materials specified by the Director or their designee, and is accompanied by the required fee.

(ii) If an application is determined to be incomplete, the Director or designee shall provide notice to the applicant within 30 days of the submittal of the application and fee, along with a written explanation of the application's deficiencies. No further processing of an incomplete application shall occur until the deficiencies are corrected by the applicant. If any false or misleading information is submitted or supplied by an applicant on an application, that application will be deemed incomplete.

c. Major Amendments

Major amendments to CMPs or PADs shall be reviewed, processed, and approved in the same manner as required for the original CMP or PAD to which amendment is sought, including all notice and citizen participation requirements for the area that is directly subject to the proposed amendment. All CMP or PAD amendment applications not meeting the criteria set forth in this Section for major amendments shall be deemed applications for minor amendments.

For any application for a CMP or PAD amendment meeting any or all of the following criteria, the amendment shall be a major amendment:

(i) Amendments that change the permitted land uses for property in any location of a CMP or PAD, or that amend the allowable uses, or amend the development standards in a significant way as determined by the Director or their Designee or regulations for permitted uses, under an approved CMP or PAD. If permitted in the approved CMP or PAD, the location of land uses within any Planning Unit, if applicable, may be altered as long as the overall density and intensity of the approved Planning Unit remains unchanged.

(ii) Amendments that result in an increase by ten percent or more in the number of total residential dwelling units in an approved CMP or PAD.

(iii) Amendments that result in a decrease of planned or identified public parks and/or improved open space by five percent or more of the total amount of public parks and improved open space in the approved CMP or PAD; or amendments that result in a decrease of the total amount of natural areas or preserved or undisturbed open space by two percent in the approved CMP or PAD.

(iv) Amendments that propose a shift from one phase, parcel, or development unit (however defined in the approved CMP or PAD)to another phase, parcel, or development unit of twenty percent or more of the total number of residential dwelling units permitted under an approved CMP or PAD. Amendments that propose a shift from one phase, parcel, or development unit of the CMP or PAD to another phase, parcel or development unit

of more than 10% to 20% of the total number of residential dwelling units permitted under an approved CMP or PAD, unless the Director or their designee finds, in writing, that the proposed transfer will have no material impact on the services and infrastructure proposed, provided for, and necessary to accommodate and serve the transferred units.

(v) Any amendment that makes substantial changes to the streets and transportation circulation patterns and regional connectivity under the approved CMP or PAD.

(vi) Any amendment that is deemed by the Director or their designee to make such a fundamental change to the CMP or PAD that in the Director's or their designee's judgment, it should be deemed to be a major amendment.

d. Minor Amendments

Minor amendments to an approved CMP or PAD are administrative requests and may be approved, approved with conditions, or denied by the Director or their designee without a public hearing. A minor amendment may be approved by the Director or designee as long as the amendment does not constitute, as determined by the Director or their designee, a substantial alteration of the fundamental nature and character of the CMP or PAD proposed to be amended. If a CMP or PAD has a related Development Agreement, said agreement will not need to be amended for a minor amendment, unless otherwise required as part of the Development Agreement

e. Applicability

All proposed amendments to any existing CMP or PAD that has received final approval prior to the effective date of this Development Code shall be governed by the provisions of this Subsection 1.8.5.B.3.

1.9. NONCONFORMITIES

1.9.1. General Provisions

A. Purpose

The purpose of Section 1.9 is to regulate and restrict uses, structures, lots, and signs that were established legally prior to the effective date of this Development Code but do not conform to the requirements of this Development Code. All such situations are collectively referred to in this Section as "nonconformities." While nonconformities may continue, Section 1.9 is intended to curtail investment in nonconformities and bring about their eventual elimination in order to preserve the integrity of this Development Code and the character of the City.

B. Authority to Continue

1. Generally

Any nonconformity that lawfully existed as of the effective date of this Development Code and that remains nonconforming, and any nonconformity that is created as a result of the adoption of this Development Code or any subsequent amendment to the text of this Development Code, may be continued or maintained as a nonconformity only in accordance with the terms of this Section 1.9.

2. Exception Due to Variances or Minor Modifications

Notwithstanding subsection 1.9.1.B.1., where a Variance or Minor Modification has been granted that results in a development standard or feature that does not otherwise conform to the requirements of this Development Code, that development standard or feature shall be deemed conforming and this Section 1.9 shall not apply.

C. Determination of Nonconformity Status

In all cases, the burden of establishing the existence of a nonconformity shall be solely upon the owner of the nonconformity, not the City.

D. Nonconformities Created Through Government Action

If a structure, use of land, use of structure, or characteristic of use does not comply with the requirements of this Development Code solely as a result of an acquisition of land or other action by a government agency for a public purpose, then such structure, use of land, use of structure, or characteristic of use on land not acquired by the government shall be deemed conforming.

E. Change of Ownership or Tenancy

Changes of ownership, tenancy, or management of property with an existing nonconformity may occur, but such nonconformities shall continue to be subject to the provisions of this Section 1.9.

F. Maintenance and Minor Repair

Minor repairs or maintenance of nonconformities are permitted, provided that the minor repairs and maintenance do not increase the extent of nonconformity. For purposes of this section, "maintenance or minor repair" shall mean:

1. Repairs that are necessary to maintain and to correct any damage or deterioration to the structural soundness or exterior or interior appearance of a building or structure without expanding the building or structure;
2. Maintenance of land areas to protect against health and environmental hazards; and
3. Repairs that are required to remedy unsafe conditions that cause a threat to public safety.

G. Abandonment of Nonconforming Uses[2]

1. If a nonconforming use is not used for a period of 180 consecutive days after the date it is rendered nonconforming, then that use shall not be renewed or reestablished and any subsequent use of the parcel of land or structure shall conform to the regulations of the zoning district in which it is located.

1.9.2. Nonconforming Structures

Where a lawful structure exists at the effective date of adoption or amendment of this Development Code that could not be built under the terms of this Development Code by reason of restrictions on area, lot coverage, height, yards, or other characteristics of the structure or its location on the property, such structure may be continued so long as it remains otherwise lawful, subject to the following provisions:

A. Enlargement, Alteration, or Movement

1. No nonconforming structure may be enlarged or altered in a way that increases its nonconformity, unless expansion of a nonconforming structure is approved through a Conditional Use Permit approved under Section 8.7, *Conditional Use Permits,* of this Development Code.

2. Should a nonconforming structure be moved for any reason for any distance whatsoever, it shall thereafter conform to the regulations for the zoning district(s) in which it is located after it is moved.

B. Damage or Destruction

1. If a nonconforming structure is damaged or destroyed by any means to an extent greater than 50 percent of its replacement cost at the time of damage or destruction, then such structure shall not be re-established unless it is made to conform to the requirements of this Development Code. This paragraph shall not apply to structures located in the downtown.

2. Where a nonconforming building is damaged by 50 percent or less of its replacement cost at the time of damage, it may be repaired or restored, provided any such repair or restoration is started within 12 months and is completed within 18 months from the date of partial destruction.

3. The City's Chief Building Official shall determine the above reconstruction costs. The cost of land or any factors other than the cost of the structure are excluded from the determination of cost of restoration for any nonconforming structure. Appeal of the Chief Building Official's determination may be made to the Planning Commission following the procedures under Section 8.13, *Appeals of Administrative Decisions*, of this Development Code.

1.9.3. Nonconforming Uses of Structures and Land

A. Nonconforming Use of Structure

If a lawful use of a structure, or of structure and premises in combination, exists at the effective date of adoption or amendment of this Development Code, the lawful use may be continued even if the use does not conform to the standards of this Development Code, so long as it remains otherwise lawful, and subject to the following provisions:

1. No existing structure devoted to a use not permitted by this Development Code shall be enlarged, moved, or altered except by changing the use of the structure to a use permitted in the district in which it is located, unless expansion of a nonconforming structure devoted to a nonconforming use is approved through a Conditional Use Permit approved under Section 8.7, *Conditional Use Permits,* of this Development Code.
2. Any nonconforming use may be extended throughout parts of a building that were manifestly arranged or designed for such use at the time of adoption or amendment of this Development Code, but no such use shall be extended to occupy any land outside such building.
3. Any structure, or structure and land in combination, in or on which a nonconforming use is superseded by a permitted use, shall thereafter conform to the regulations for the district in which such structure is located, and the nonconforming use may not thereafter be resumed.
4. Where nonconforming use status applies to a structure and premises in combination, removal or destruction of the structure shall eliminate the nonconforming status of the land, provided that such destruction or removal constitutes more than 50 percent of the structure's replacement cost, and provided further that the land meets all the dimensional, development, and other standards of this Development Code.

B. Nonconforming Use of Land

Where, at the effective date of adoption or amendment of this Development Code, lawful uses of land exist that are no longer permissible under the terms of this Development Code as enacted or amended, such uses may be continued so long as they remain otherwise lawful, subject to the following provisions:

1. No such nonconforming use shall be enlarged, increased, or extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of this Development Code.
2. No such nonconforming use shall be moved in whole or in part to any other portion of the lot or parcel occupied by such use at the effective date of adoption or amendment of this Development Code.

C. Conditional Uses

A use that received a Conditional Use Permit prior to the effective date of this Development Code and that is permitted in its entirety as a principal use in the

district in which it is located under this Development Code shall not be deemed a nonconforming use. Such use shall be deemed a permitted principal use and the Conditional Use approval shall be null and void.

1.9.4. Uses, Structures, and Lots Rendered Conforming

A use, structure, or lot not lawfully existing at the time of the adoption of this Development Code can be deemed lawful and conforming as of the effective date of this Development Code, provided it conforms to all of the requirements of this Development Code.

1.9.5. Uses, Structures, and Lots Rendered Nonconforming

A. When a building, structure, or lot is used for a purpose that was a lawful use before the effective date of this Development Code, and this Development Code no longer classifies such use as an allowed use in the zoning district in which it is located, such use shall be considered nonconforming and shall be controlled by Section 1.9, *Nonconformities*.

ARTICLE 2: ZONING DISTRICTS

2.1. DISTRICTS ESTABLISHED; ZONING MAP

Article 2 establishes the City's zoning districts and contains statements of purpose and district-specific regulations for each of the districts. Article 3, *Use Regulations*, Article 4, *Dimensional Standards*, and Article 5, *Development and Design Standards and Guidelines*, identify the uses allowed within the districts and the dimensional and other standards applying to development in the districts, respectively.

2.1.1. Zoning Districts Established[1]

The following zoning districts are established:

TABLE 2.1-1: ZONING DISTRICTS ESTABLISHED

Abbreviation	District Name	Associated General Plan Land Use District(s)
RURAL DISTRICTS		
AG	Agricultural	Agriculture (AG) Rural (R) Open Space (OS)
R1-43	Single-Family Residential 43	Agriculture (AG) Rural (R) Open Space (OS)
RESIDENTIAL DISTRICTS		
R1-18	Single-family 18	Neighborhood (N)
R1-10	Single-family 10	Neighborhood (N)
R1-6	Single-family 6	Neighborhood (N)
R1-3	Single-Family 3	Neighborhood (N) Activity Center (AC)
R1-1	Single-Family 1	Neighborhood (N) Activity Center (AC)
SFF	Single-Family Flex	Neighborhood (N) Activity Center (AC)
MF-1	Multi-family 1	Neighborhood (N) Activity Center (AC)
MF-2	Multi-family 2	Neighborhood (N) Activity Center (AC)
MH	Manufactured Home/RV Park	Rural (R)

TABLE 2.1-1: ZONING DISTRICTS ESTABLISHED		
Abbreviation	**District Name**	**Associated General Plan Land Use District(s)**
MIXED USE DISTRICTS		
NMU	Neighborhood Mixed Use	Neighborhood (N)
CMU	Community Mixed Use	Neighborhood (N) Activity Center (AC)
RMU	Regional Mixed Use	Activity Center (AC)
IMU	Industrial Mixed Use	Activity Center (AC)
DC	Downtown Commercial	Activity Center (AC)
DR	Downtown Residential	Activity Center (AC)
OFFICE AND COMMERCIAL DISTRICTS		
PO	Office	Business Commerce (BC) Employment (E) Activity Center (AC)
C-1	Neighborhood Commercial	Residential (R) Neighborhood (N)
C-2	Community Commercial	Business Commerce (BC) Activity Center (AC)
C-3	Regional Commercial	Business Commerce (BC) Activity Center (AC)
BP	Business Park	Business Commerce (BC) Employment (E) Activity Center (AC)
INDUSTRIAL DISTRICTS		
I-1	Light Industrial	Employment (E)
I-2	Heavy Industrial	Employment (E)
MASTER PLANNED DEVELOPMENT DISTRICTS AND OVERLAYS ~~DISTRICTS~~		
PAD	Planned Area Development	Any Land Use District
CMP	Community Master Plan (640 acre minimum)	Master Planned Community (MPC)
AREOD	Apache Rainbow Employment Overlay District	Specific Boundary Designated
AOD	Airport Overlay District	Specific Boundary Designated

The Director or their Designee shall determine the compatibility of the respective zoning district to the General Plan Land Use District since all uses identified in the table above are "possible," but not guaranteed.

2.1.2. Zoning Map

The zoning districts are shown on the "City of Buckeye Zoning Map" (Zoning Map). The boundaries of zoning districts established in this Development Code are delineated upon the Zoning Map and adopted as part of this Development Code. In the event of uncertainty in the exact boundaries of any of the districts as shown on the Zoning Map, the rules contained in Subsection 1.6.2, *Interpretation,* of this Development Code, shall apply.

2.1.3. Relationship to Overlay Zoning Districts

All lands within the City shall be designated as one of the base zoning districts listed in Sections 2.2 through 2.6. In addition, some lands may be designated as one or more of the overlay districts listed in Section 2.7. Where the property is designated as an overlay district as well as a base zoning district, the regulations governing development in the overlay district shall apply in addition to the regulations governing development in the underlying base district, except to the extent the overlay district expressly modifies such underlying base district's regulations. In the event of an express conflict between the two sets of standards, the standards for the overlay district shall control.

2.2. RURAL DISTRICTS[1]

2.2.1. Agricultural (AG)

The AG district is established to provide for the continued use of land for predominantly agricultural and/or ranching purposes, and to preserve undeveloped areas until they can feasibly be developed at urban standards and with adequate public safeguards of health, safety, and welfare.

2.2.2. Single-Family Residential 43 (R1-43)

The R1-43 district is established to provide for low-density residential uses with limited agricultural, animal and ranching privileges and establish a transition area between agricultural uses and more intense development. The district has a minimum lot size of 43,000 square feet.

2.3. RESIDENTIAL DISTRICTS

2.3.1. General Purposes of Residential Districts

The residential zoning districts are intended to:

A. Provide appropriately located areas for residential development that are consistent with the General Plan and with standards for public health, safety, and general welfare;

B. Allow for a variety of housing types that meet the diverse economic and social needs of current and prospective residents;

C. Protect the scale and character of existing residential neighborhoods and community character when practical;

D. Reduce the need for negotiated Community Master Plans in residential development;

E. Provide for connectivity among residential developments so that an interconnected, integrated pattern of neighborhoods is established;

F. Discourage any use that would generate traffic or create congestion on neighborhood streets other than the normal traffic that serves the residents of the district; and

G. Discourage any use that, because of its character or size, would create additional requirements and costs for public services that are in excess of such requirements and costs if the district were developed solely for the intended type of residential uses.

Future rezonings to the residential districts should be consistent with the City's plans for water and sanitary sewer line extensions, as well as expansion of garbage collection services.

2.3.3. Single-Family Residential 18 (R1-18)[1]

The SF-18 zoning district is intended to promote and encourage a suitable environment for residential development on large lots at a low rate of urban population density. Housing density in the SF-18 district shall be higher than the SF-43 district and lower than the SF-10 district. It is the intent of this district to encourage the construction of and the continued use of the land for single-family dwellings, and to prohibit commercial, office, and industrial use, or any other use that would substantially interfere with development or continuation of single-family dwellings or any use not performing a neighborhood function. The district has a minimum lot size of 18,000 square feet.

2.3.4. Single-Family Residential 10 (R1-10) [1]

The SF-10 district is intended to promote the construction of and the continued use of the land for single-family dwellings on medium-size lots with a greater density of land use allowed than in the SF-18 district. The district prohibits commercial and industrial use or any other use that would substantially interfere with the development or continuation of single-family dwellings in this district. The district has a minimum lot size of 10,000 square feet.

2.3.5. Single-Family Residential 6 (R1-6) [1]

The SF-6 district is intended for single-family dwellings at a higher density than allowed in the SF-18 and SF-10 districts. The district prohibits commercial and industrial use or any other use that would substantially interfere with the development or continuation of single-family dwellings in this district. The district has a minimum lot size of 6,000 square feet.

2.3.6. Single-Family Residential 3 (R1-3) [1]

The SF-3 district is intended for small-lot single-family dwellings at a higher density than allowed in the SF-6 district. In addition to single-family homes, two-family homes (duplexes) and townhomes are allowed. The district prohibits commercial and industrial use or any other use that would substantially interfere with the development or continuation of single-family dwellings in this district. The district has a minimum lot size of 3,000 square feet.

2.3.7. Residential 1 (R1-1) [1]

The SF-1 district is intended for small-lot single-family dwellings at a higher density than allowed in the SF-3 districts. In addition to single-family homes, two-family homes (duplexes) and townhomes are allowed. The district prohibits commercial and industrial use or any other use that would substantially interfere with the development or continuation of single-family dwellings in this district. The district has a minimum lot size of 1,000 square feet.

2.3.8. Single-Family Flex (SFF) [1]

The Single-Family Flex District is intended to provide diverse quality housing that is attainable. This district promotes housing diversity and density while minimizing impacts to surrounding development. Design standards support townhouse and cottage cluster development.

2.3.9. Multi-Family 1 (MF-1)

The MF-1 district is intended to accommodate the development of multi-family units, including apartments and condominiums, in neighborhoods with medium to high residential densities. It is the intent of this district, through proper site planning and design, to provide compatibility of uses in zoning, assure privacy and individuality by adequate screening techniques, protect adjacent property values, and provide usable open space (exclusive of parking areas and streets).

2.3.10. Multi-Family 2 (MF-2)

The MF-2 district is intended to accommodate the development of multi-family units at urban densities in a mid- or high-rise configuration. This district is intended to be used along major transportation corridors and in or near business centers, but is not intended to be used in the immediate proximity of single-family residential development at substantially lower densities. It is the intent of this district to require exceptional site planning and design in order to provide usable open space (exclusive of parking areas and streets) and minimize visual, privacy, and traffic-related impacts on any adjacent residential development or open space.

2.3.11. Mobile Home/RV Park (MH)

The MH district is intended to encourage the development of properly planned mobile home/RV parks and subdivisions in residential environments and to establish standards for the size, design, and quality of mobile home/RV parks.

2.4. MIXED-USE DISTRICTS

2.4.1. General Purposes of Mixed-Use Districts

Mixed-use districts define the uses of land and the siting and character of the improvements and structures to promote compatibility between residential and nonresidential uses. The districts also are intended to encourage redevelopment of underutilized parcels and infill development of vacant parcels. The mixed-use districts specifically are intended to:

A. Concentrate higher-density residential development and commercial and office employment efficiently in and around the downtown, major employment centers, and other designated centers of community activity;

B. Encourage mixed-use and higher-density redevelopment, conversion, and reuse of aging and underutilized areas, and increase the efficient use of available land in the City;

C. Create compact and pedestrian-oriented environments that encourage transit use and pedestrian access; and

D. Ensure that development in mixed-use areas is of high quality and provides pedestrian scale and interest through use of varied forms, materials, details, and colors, especially at the ground floor and second story.

E. Ensure that office, commercial, or retail space occupies the majority of the ground-floor area of all mixed use buildings.

2.4.2. Neighborhood Mixed Use (NMU)

The NMU district is intended to provide for small, compact commercial/residential centers within or surrounded by residential areas, compatible in scale and character with surrounding residential uses, to serve the convenience needs of the immediately surrounding neighborhood. NMU centers are between one-half to five acres in size. Ground-floor small-scale retail and restaurants are encouraged, with upper-story residential and office uses. Continuous commercial frontages, largely uninterrupted by driveways and parking, are encouraged.

2.4.3. Community Mixed Use (CMU)

The CMU district is intended to provide for community-serving commercial/residential development at a higher scale than is appropriate for the NMU district The CMU district is intended for use along selected corridors and at important nodes in the City on sites of five acres or larger. The CMU district is intended to include commercial, institutional, recreational, and service facilities needed to support surrounding neighborhoods and the community at-large. Medium- to higher-density housing shall be incorporated within or located around the district. Development shall facilitate pedestrian connections between residential and nonresidential uses.

2.4.4. Regional Mixed Use (RMU)

The RMU district is designed to accommodate the highest-intensity mixed-use development in key areas or nodes as identified in the General Plan. This district is

intended to include the broadest range of uses and serve as a regional activity and employment center. The RMU district is designed for both pedestrians and automobiles, as well as alternative modes of transportation. This district is intended to include a mixture of commercial, office, and residential uses.

2.4.5. Industrial Mixed Use (IMU) [1]

The IMU district is designed to accommodate mixed use industrial development in key areas or nodes as identified in the General Plan. This district is intended to serve as an employment center. The IMU district is designed for both automobile, and alternative modes of transportation. This district is intended to include a mixture of industrial uses with related commercial, office, and business park uses.

2.4.6. Downtown Commercial (DC) [1]

The DC district is intended to provide for and encourage development and redevelopment that preserves and enhances the unique character and vitality of the Buckeye downtown. Permitted uses include public uses, offices, retail, restaurants, entertainment/recreation, and services that are destination-oriented in nature. Residential uses are also permitted if not the dominant ground floor use along the area's primary main streets, Monroe Avenue and 4th Street. Design standards focus on creating a human-scaled, pedestrian-oriented and walkable downtown, where automobile-oriented uses, if present will be designed to de-emphasize drive throughs and parking from the perspective of adjacent streets. To be eligible for DC zoning, a property must be located within the Downtown Buckeye Activity Center and be designated as part of the Downtown Core on Figure 3.1 (Long-Term Future Land Use Framework Plan) of the Buckeye Downtown Specific Area Plan (DSAP).

2.4.7. Downtown Residential (DR) [1]

The DR district allows for development and redevelopment of properties within the Downtown Activity Center that are not located adjacent to the area's primary main streets, including many of Buckeye's older residential neighborhoods. The district allows for a variety of residential uses including single-family residential, duplexes, and multi-family residential, as well as a tailored list of compatible commercial and office uses. To be eligible for DR zoning, a property must be located within the Downtown Activity Center and be designated a Downtown Residential on Figure 3.1 (Long-Term Future Land Use Framework Plan) of the Buckeye Downtown Specific Area Plan (DSAP).

2.5. OFFICE AND COMMERCIAL DISTRICTS

2.5.1. General Purposes of Office and Commercial Districts

The office and commercial zoning districts generally are intended to:

A. Provide appropriately located areas consistent with the General Plan for retail, service, and office uses;

B. Strengthen the City's economic base and provide employment opportunities close to home for residents of the City and surrounding communities; and

C. Minimize any negative impact of nonresidential development on adjacent residential land uses.

2.5.2. Professional Office (PO)

The PO district is intended to provide locations for offices and supporting commercial uses. Activities located in the office districts should have traffic generation characteristics associated with an office environment; may have supporting retail or other limited commercial uses; should require limited identification by signage; and should generate virtually no noise, odor, dust, or vibration.

2.5.3. Neighborhood Commercial (C-1)

The C-1 district is intended for small, compact commercial uses within or surrounded by residential areas, compatible in scale and character with surrounding residential uses, to serve the convenience needs of the immediately surrounding neighborhood.

2.5.4. Community Commercial (C-2)

The Community Commercial district is intended to provide for the development of commercial corridors with community-serving uses with a three to five mile market area. The C-2 district is intended to provide for a full range of community-oriented retail and service commercial uses, but is not intended to accommodate large scale commercial or retail uses with a city-wide or regional market area.

2.5.5. Regional Commercial (C-3)

The C-3 district is intended primarily for uses that provide commercial goods and services to residents of the community in areas that are dependent on automobile access and exposed to heavy automobile traffic. This district is intended to accommodate large-scale commercial or retail uses with a city-wide or regional market area. For example, high-intensity regional shopping centers on large sites with multiple buildings are appropriate within the C-3 district. These commercial uses are subject to frequent view by the public and visitors to Buckeye, and they should provide an attractive appearance with landscaping, sufficient parking, and controlled traffic movement.

2.5.6. Business Park District (BP)

The BP district is intended to allow for a mixture of light industrial, office, manufacturing, and limited retail uses in a business park, industrial park, or campus setting with high-quality site and building design.

2.6. INDUSTRIAL DISTRICTS

2.6.1. General Purposes of Industrial Districts

The industrial zoning districts generally are intended to:

A. Provide appropriately located areas, consistent with the General Plan, for industrial uses;

B. Strengthen the City's economic base and provide employment opportunities close to home for residents of the City and surrounding communities; and

C. Minimize any negative impact of industrial development on adjacent residential land uses.

2.6.2. Light Industrial District (I-1)

The I-1 district is intended to provide for light manufacturing, warehousing, processing, service, storage, wholesale, distribution operations, and research and development uses, with all operations contained within an enclosed building.

2.6.3. Heavy Industrial District (I-2)

The I-2 district is intended to provide for heavy industrial development that has some, any, or all of the following: (a) potentially noxious impacts, or (b) very heavy truck traffic for supplies, storage, or shipping, or (c) outdoor storage and operations. Examples include heavy manufacturing, storage, major freight terminals, waste and salvage, large dairy operations, distribution centers, processing, and other related uses. The intent is to preserve this land especially for industry in locations with access to major streets as designated on the General Plan Map, as well as locations generally accessible to railroad transportation. The district is also intended for military uses. Because of the intensive nature of the uses that may be allowed in this district, a buffer and other site design requirements may be necessary around this district to protect other zoning districts except the I-1 Light Industrial district.

2.7. MASTER PLANNED DEVELOPMENT DISTRICTS AND OVERLAY DISTRICTS[1]

2.7.1. Community Master Plan (CMP) District

The Community Master Plan district is established to provide an alternative to conventional development, and requires approval under the procedures in Section 8.6, C*ommunity Master Plans,* of this Development Code. The CMP district is available only for projects that include a minimum of 640 acres. The district is intended to accomplish the following purposes:

A. To permit and encourage innovative land development while maintaining appropriate limitations on the character and intensity of use and assuring compatibility with adjoining and proximate properties;

B. To permit greater flexibility within the development to best utilize the physical features of the particular site, in exchange for greater public benefits than would otherwise be achieved through development under this Development Code;

C. To ensure that larger, planned developments function as integrated communities, with community amenities and benefits and with enhanced design not required or available in standard subdivision development;

D. To encourage the provision and preservation of open space that can provide meaningful recreational opportunities or connect to and supplement adjacent open spaces to provide more valuable public amenities;

E. To encourage integrated and unified design and function of the various uses comprising the CMP;

F. To encourage a more productive use of land consistent with the public objectives and standards of accessibility, safety, infrastructure and land use compatibility; and

G. To foster a strong sense of community based on the distinctive character of the development and a shared physical and economic environment.

H. Any property converted to CMP from the Planned Community (PC) zoning district will be able to develop according to their existing approved CMP unless otherwise amended with a formal application for a CMP amendment.

I. Any property converted to CMP from the Planned Community (PC) zoning district that is unplatted will be able to develop according to their approved plan and development agreement, if applicable. Accommodation will be made to maintain the entitlements held previously.

2.7.2. Planned Area Development (PAD) District

The Planned Area Development district is established to provide an alternative to conventional development, and requires approval under the procedures in Section 8.6, C*ommunity Master Plans and Planned Area Development Plans,* of this Development Code . The PAD district is available for projects over 5 acres in size or otherwise approved by the Director or their Designee. This district is intended to accomplish all of the following purposes:

A. To permit greater flexibility within the development to best utilize the physical features of the particular site in exchange for greater public benefits than would otherwise be achieved through development under this Development Code;

B. To ensure that any development impacts that occur through the use of greater flexibility are mitigated to the greatest extent feasible so as not to create adverse impacts on neighboring properties or the surrounding neighborhood.

C. To encourage the provision and preservation of meaningful open space;

D. To encourage integrated and unified design and function of the various uses comprising the PAD; and

E. To encourage a more productive use of land consistent with the public objectives and standards of accessibility, safety, infrastructure and land use compatibility.

F. To foster a strong sense of community based on the distinctive character of the development and a shared physical and economic environment.

G. To ensure that planned developments function in an integrated fashion with amenities and benefits and with enhanced design not required or available in standard subdivision development.

H. Any property that is converted to PAD from the Planned Residential (PR) Zoning District will be able to develop via an approved site plan or plat according to standards and uses listed in Appendices B and C unless otherwise amended with a formal PAD application. PR parcels smaller than the minimum lot size when converted shall be deemed legal nonconforming.

2.7.3. Apache-Rainbow Employment Overlay District (AREOD)

A. Purpose

The Apache-Rainbow Employment Overlay District is established to enhance economic opportunities, streamline review and approval procedures, and provide an alternative to conventional industrial development standards within the overlay area. It is the intent of these provisions to provide context-sensitive design flexibility and enhance land use compatibility between industrial-employment based uses and adjacent existing and future residential neighborhoods.

B. Boundaries

The boundaries of the Buckeye Employment Overlay District are established as shown on Figure 2.7-A generally bounded by Southern Avenue, Apache Road, The Union Pacific Rail Road and Rainbow Road.

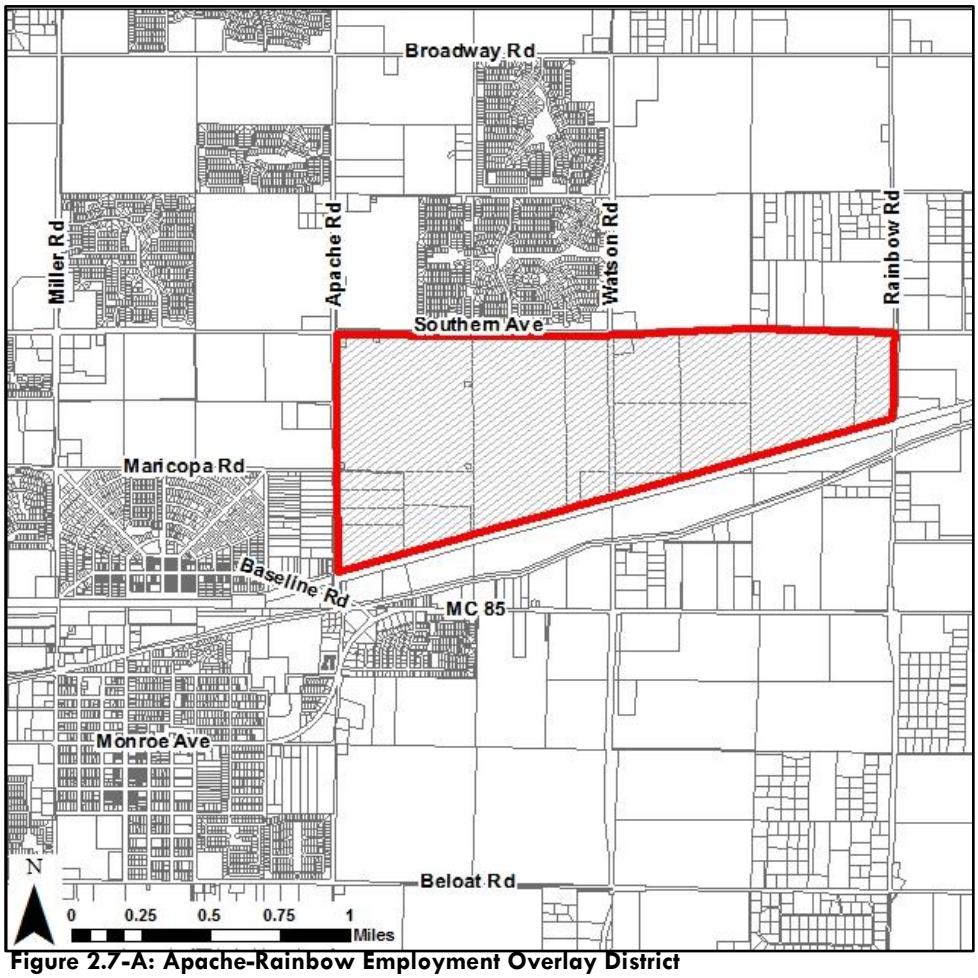

Figure 2.7-A: Apache-Rainbow Employment Overlay District

C. General Regulations

1. General Applicability

Unless otherwise specifically identified in this section, all guidelines and standards of Development Code shall apply to all development within the district.

2. Building Design Standards

a. Architectural Character

Large-scale industrial process often require specialized building designs which accommodate long-run assembly, manufacturing, research and other industrial methods. The standards and guidelines of sections 5.8.2.B., 5.8.3.B., 5.8.3.D., and 5.8.3.E.2.a may impact these operations and shall not apply to industrial or manufacturing uses in buildings over 50,000 square feet within the district. However,

designs which incorporate these standards and guidelines are encouraged.

b. Preferred Building Structure Wall Materials

Section 5.8.3.F. shall not apply. The following materials are preferred for use on exterior building walls, individually or in combination:

(i) Brick;

(ii) Stone (natural or simulated);

(iii) Painted, stained, or integrally-colored concrete masonry units (CMU), split face or ground face;

(iv) Tilt-up concrete panels, with or without reveals;

(v) Stucco;

(vi) Exterior Insulation and Finish Systems (EIFS);

(vii) Clear and tinted glass;

(viii) Tile;

(ix) Wood; and

(x) Architectural metal;

Other materials may be used provided they are of comparable quality, durability, and character, as determined by the Director.

c. Alternative Wall Materials

The following materials are additional alternative permitted wall materials for buildings which exceed 50,000 square feet and contain industrial/manufacturing uses. They may be used individually or in combination with any material listed in section 2.7.3.C.3.b.

(i) Pre-fabricated Metal Panels; and

(ii) Corrugated or rolled Metal

3. Landscaping

a. Site Perimeter Landscaping

Section 5.4.3.B shall not apply. A minimum landscape buffer of up to 150 feet of the required setback shall be provided along all arterial streets from the edge of the right-of-way.

(i) Under all circumstances, a 50-foot minimum landscaping buffer shall be provided adjacent to Watson Road right-of-way.

(ii) Except for the buffer adjacent to Watson Road, this buffer may be reduced to 20-feet if buildings which abut the landscape buffer are composed of the Preferred Wall Materials listed in 2.7.3.C.

(iii) If the 150-foot buffer is required, outdoor storage and parking may encroach into the site perimeter landscaping buffer 75-feet provided that a minimum 6-ft tall architectural screen wall is located between the outdoor storage and/or parking and the adjacent right-of-way line. In no case shall the materials or equipment stored as outdoor storage or parking exceed the height of the screen wall.

(iv) This site perimeter landscaping shall count towards the Site Enhancement Landscaping required by section 5.4.3.A.

(v) Drainage facilities may be located within the site perimeter landscaping buffer.

b. Building Foundation Plantings

Section 5.4.3.D shall not apply. All development shall provide a minimum of one shrub for each eight lineal feet of building facade along all building facades that are adjacent to or facing public streets or parking areas. Four (4) shrubs can be replaced with one tree. Plant may be placed in-ground within 15 feet of the building façade. As an alternative, required plantings may be placed in adjacent yards to aid in screening.

c. Entryways (Landscaping)

Section 5.4.3.E shall not apply.

4. Fencing and Screening

Section 5.4.6 shall not apply.

a. Fences

(i) Height

No fence located between the principal structure and street-side and front property lines shall exceed six feet in height; additional height of up to 2-feet may be granted for retaining walls, sites with elevated foundations or to enhance screening of outdoor storage. No fence located between the principal structure and the rear or side property line shall exceed eight feet in height. Columns, pilasters and other narrow features are allowed to exceed the maximum fence height by eight (8) inches for no more than 2-feet of run.

(ii) Articulation

Fences shall be articulated to avoid continuous, unbroken expanses. No fence facing an arterial or highway may extend continuously, without articulation, for more than 200 feet, or 100 feet for fences facing any other type of Public Street. Fences may be articulated using any combination of the following:

(1) Changes in material or texture, including the use of view walls that allow for views into the site;

(2) Offsets (projections or recessions of at least 2-feet);

(3) Columns, pilasters or other vertical changes at regular intervals;

(4) Landscape pockets and/or runs of landscaping along fence lines; or

(5) Similar features as approved.

(iii) Fence Materials

Fences shall be constructed with any combination of the following materials:

(6) Integrally-colored, split-face, or ground-face concrete masonry units (CMU);

(7) Concrete masonry units that have been painted, stuccoed, or faced with another permitted material;

(8) Stone (natural or simulated);

(9) Brick;

(10) Wrought-iron or other decorative metal;

(11) Chain-link fencing (industrial/manufacturing uses only that are not visible from freeways, arterial and collector streets)

(iv) Fence Placement

Fences may be placed within the public right-of-way.

b. Screening of Refuse Collection and Mechanicals

(i) Solid waste collection areas and ground-level mechanical equipment shall be screened from the view of a six-foot tall person standing on the property line on the far side of an adjacent public street.

(ii) Individual screening of rooftop mechanical equipment is prohibited. Best efforts shall be taken so that rooftop units are either grouped together and screened "penthouse style" or screened with a parapet wall the entire length of the building. Such screening shall be designed consistent with the architecture of the building and parapet wall shall be designed to be integral to the overall architecture of the building.

c. Screening of Services and Impact Mitigation

Loading docks, truck parking, outdoor storage, trash collection, trash compaction, and other service functions shall be incorporated into the overall design of the building and landscaping so that the acoustic impacts of these functions are contained to the maximum extent feasible, and so that such features are fully screened and out of view from public streets. Use screening materials for solid waste collection and loading areas that are the same and of equal quality to the materials used for the primary building and landscaping.

d. Screening of Utilities

All site utilities shall be located underground, including but not limited to electric lines less than 69kV, telephone, cable, water, and sewer systems, per applicable utility requirements and specifications. Where feasible, locate above-ground utility facilities, such as utility cabinets and meters, in areas that do not conflict with site circulation or visibility areas. Screen these facilities with dense landscaping or decorative fences and/or integrate into the building design as appropriate.

D. General Procedures

1. General Applicability

Unless otherwise specifically identified in this section, all procedures of Article 8, Review and Approval Procedures shall apply to all development within the district.

2. Review Procedures and Criteria

a. Site Plan, Landscaping and Building Design Review Procedures

Section 8.9 shall not apply. A conceptual site plan, landscape plan and building elevations shall be submitted for administrative review and approval by the Development Services Director or their designee. Neighborhood notification shall be mailed to all adjacent property owners within 300-feet of the project site prior to approval. Site plan, landscaping plan, and building design approval constitutes authorization for submittal of final construction and civil improvement plans and reports.

b. Approval Criteria

(i) The site plan is consistent with the General Plan;

(ii) The site plan is consistent with any previously approved subdivision plat, planned development, or any other precedent plan or land use approval as applicable;

(iii) The site plan complies with all applicable development and design standards set forth in this Development Code; and

(iv) The development proposed in the plan and its general location is or will be compatible with the character of surrounding land uses.

2.7.4. Airport Overlay District (AOD)

A. Purpose

The Airport Overlay District is established to enhance economic opportunities, streamline review and approval procedures, and provide aviation specific development standards within the overlay area.

B. Boundaries

The boundaries of the Buckeye Airport Overlay District are established as shown on Figure 2.7-B generally bounded by West Yuma Road to the north, South Palo Verde Road to the east, West Elwood Street alignment to the south, and South Bruner Road alignment to the west. Boundaries are subject to change as the Airport acquires additional real property for airport expansion and development.

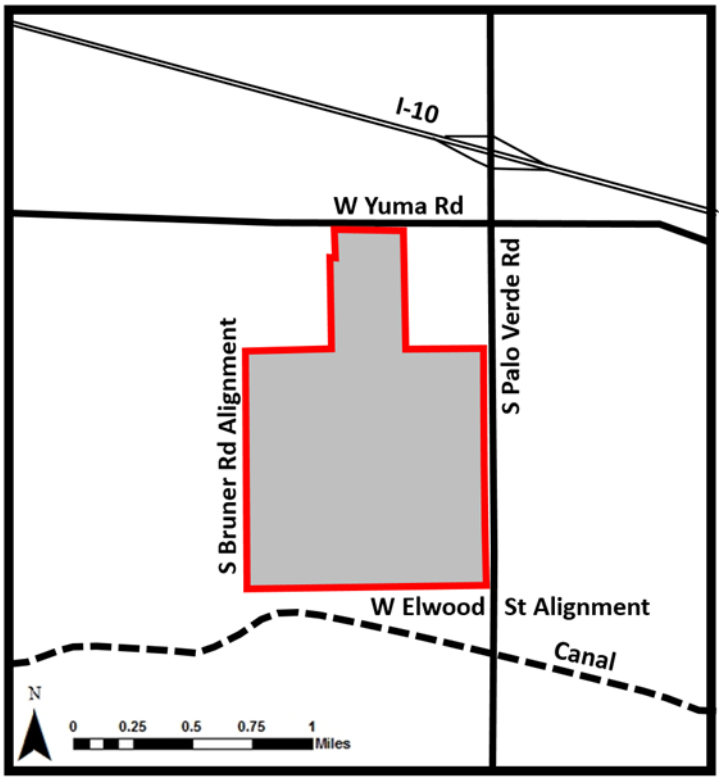

Figure 2.7-B: Airport Overlay District (AOD)

C. General Regulations

1. General Applicability

Unless otherwise specifically identified in this section, all guidelines and standards of Development Code shall apply to all development within the district.

2. Building Design Standards

a. Architectural Character

Aeronautical Related Uses: Aeronautical uses often require specialized building designs which accommodate hangars, offices, fueling facilities, warehouses and other aviation related structures that require direct or indirect access to taxiways and the runway. The standards and guidelines of Section 5.8 may impact these operations and shall not apply to buildings with aeronautical uses within the district. However, designs which incorporate these standards and guidelines are encouraged where practical in accordance with the Airport Layout Plan (ALP) as amended.

Non-aeronautical Uses: Located primarily along the frontage of Palo Verde Road, non-aeronautical uses such as restaurants,

commercial offices, aviation related businesses, and retail that do not require airport access, as determined by the Airport Manager and as shown ALP, will follow the zoning regulations of the underlying zoning district and will be subject to the provisions of section 5.8 where compatible with the ALP. Any future area plans that address design and development will apply to the non-aeronautical uses as described herein.

b. Preferred Building Wall Materials for Aviation Related Uses

Section 5.8.3.F. shall not apply.

The following materials are preferred for use on exterior building walls, individually or in combination:

(i) Brick;

(ii) Stone (natural or simulated);

(iii) Painted, stained, or integrally-colored concrete masonry units (CMU), split face or ground face;

(iv) Concrete: The use of concrete in walls (prefabricated, cast in place, tilt up, etc.);

(v) The use of Stucco (or Exterior Insulation and Finish Systems (EIFS)/Western One Coat) should be minimized. When stucco is utilized, specify smooth finish and highlight with other finish materials such as brick or metal;

(vi) Window Materials: Windows will be, at a minimum, double paned, low E coated and/or tinted. Window glazing shall be angled downward or perpendicular to the ground plane to reduce glare.

c. Prohibited Exterior Building Materials

The following materials shall not be used within the entire Airport Overlay District:

(i) Wood materials on the exterior of any building, except for decorative accents;

(ii) Galvanized roofing materials due to reflectivity;

(iii) The use of fabrics on the exterior of the building envelope;

(iv) Chrome or other highly polished reflective materials that may cause glare;

(v) Asphalt or wood shingles;

(vi) Ballasted or asphaltic roofing;

(vii) Solar panels are authorized on roofs if they can be certified to pass all glare requirements as noted in Federal Register 78 FR 63726, FAA Interim Policy for Solar Energy System Projects on Federally Obligated Airports.

d. Alternative Building Wall Materials

The following materials are permitted wall materials for aeronautical structures. They may be used individually or in combination with any material listed in Section 2.7.3.C.3.b.

(i) Pre-fabricated metal panels; and/or

(ii) Corrugated or rolled metal.

e. Pre-engineered Buildings

Pre-engineered buildings are permitted structures within the Airport Overlay District for use on aeronautical facilities (hangars).

3. Landscaping

The requirements of section 5.4 shall not apply to the Airport Overlay District. Landscaping within the AOD is modified from standard requirements for reasons of safety and security. The following shall apply:

a. Aeronautical Area: Landscaping is limited to plants less than eighteen inches in height (and not requiring irrigation), pavement, or landscape rock. All proposed landscaping shall be free of materials that can be ingested by aircraft engines, known as Foreign Object Debris (FOD);

b. Non-Aeronautical Area: "Xeriscape" approach to landscaping shall be utilized that provides an uncluttered, clean, and orderly representation of the Southwest Desert; however, plantings shall not be such that wildlife or birds are attracted to the plantings.

c. Air/Non-Aeronautical Buffer: Due to the need to provide visual surveillance from the non-aeronautical side to the aeronautical side, there shall be a twenty-foot buffer on the non-aeronautical side for any proposed plantings. Trees planted outside the twenty-foot boundary shall be forever trimmed to seven feet clear and in no case shall the mature canopy be greater than twenty feet in

diameter. Within the twenty-foot buffer, all plantings are limited to eighteen inches in height. See Figure 2.7-C.

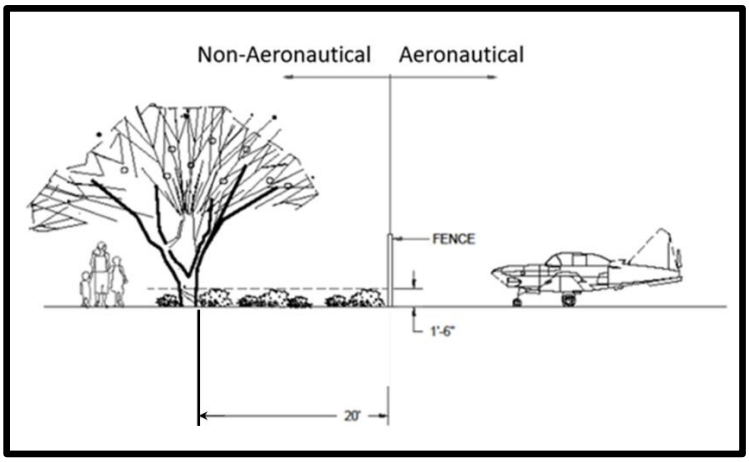

Figure 2.7-C - Landscape Buffer

4. Fencing and Screening

a. Section 5.4.6 shall not apply to Aeronautical Areas as defined by the ALP.

b. Non-Aeronautical Area Fences

(i) **Height**

No fence located between a structure and street-side property lines shall exceed six (6) feet in height. Additional height of up to two (2) feet may be granted for retaining walls, sites with elevated foundations, security measures, or to enhance screening of outdoor storage. No fence located between structures and the rear or side property line shall exceed eight (8) feet in height. Columns, pilasters and other narrow features are allowed to exceed the maximum fence height by eight (8) inches for no more than two (2) feet of run.

(ii) **Articulation**

Fences shall be articulated to avoid continuous, unbroken expanses. No fence facing an arterial or highway may extend continuously, without articulation, for more than 200 feet, or 100 feet for fences facing any other type of Public Street. Fences may be articulated using any combination of the following:

1) Changes in material or texture, including the use of view walls that allow for views into the site;

2) Offsets (projections or recessions of at least two (2) feet);

3) Columns, pilasters or other vertical changes at regular intervals;

4) Landscape pockets and/or runs of landscaping along fence lines; or Similar features as approved by staff.

(iii) **Fence Materials**

Fences shall be constructed with any combination of the following materials:

1) Integrally-colored, split-face, or ground-face concrete masonry units (CMU);

2) Concrete masonry units that have been painted, stuccoed, or faced with another permitted material;

3) Stone (natural or simulated);

4) Brick;

5) Wrought-iron or other decorative metal;

6) Minimum 6-foot tall chain-link fencing with three strand barbed wire. Where fencing is required along S. Palo Verde Road due to non-aeronautical land lease development that would require access to South Palo Verde Road, subsections (1) through (5) would be required; however, the interior border separating aeronautical activity of the land leased non-aeronautical parcels may use a minimum 6-foot tall chain-link fencing with three strand barbed wire, as approved by the Airport Director.

(iv) **Fence Placement**

No Fences may be placed within the public right-of-way.

c. Aeronautical/Non-aeronautical Area Requirements: Fencing that separates the Aeronautical and non-aeronautical areas shall meet FAA security fencing requirements (FAA Advisory Circular 150/5370-10G, Change 8, as amended). No construction or "climbable" objects on the non-aeronautical side will be closer than ten feet to any Aeronautical Area's perimeter fencing.

d. Screening of Refuse Collection and Mechanicals

(i) Solid waste collection areas and ground-level mechanical equipment shall be screened from the view. Solid Waste and ground-level mechanical equipment enclosures shall be located on the non-aeronautical side of the hangar fence to allow collection and/or servicing from the vehicle access road.

(ii) Individual screening of rooftop mechanical equipment is prohibited. Best efforts shall be taken to screen rooftop equipment from the perspective of adjacent public rights-of-way so that rooftop units are either grouped together and screened "penthouse style" or screened with a parapet wall the entire length of the building. Such screening shall be designed consistent with the architecture of the building and parapet wall shall be designed to be integral to the overall architecture of the building.

e. Screening of Services and Impact Mitigation: Outdoor storage, trash collection, trash compaction, and other service functions shall be incorporated into the overall design of the building and landscaping so that the acoustic impacts of these functions are contained to the maximum extent feasible, and so that such features are fully screened and out of view from public streets. Use screening materials for solid waste collection and loading areas that are the same and of equal quality to the materials used for the primary building and landscaping.

f. Screening of Utilities: All site utilities shall be located underground, including but not limited to electric lines less than 69kV, telephone, cable, water, and sewer systems, per applicable utility requirements and specifications. 69kV and larger electric lines will be undergrounded when interfering with airport operations as determined by the Airport Manager. Where feasible, locate above-ground utility facilities, such as utility cabinets and meters, in areas that do not conflict with site circulation or visibility areas. Screen these facilities with dense landscaping or decorative fence and/or integrate into the building design as appropriate.

D. General Procedures.

1. General Applicability

Unless otherwise specifically identified in this section, all procedures of Article 8, Review and Approval Procedures, shall apply to all development within the district.

2. Review Procedures and Criteria

a. Site Plan, Landscaping and Building Design Review Procedures for Aeronautical Uses

Section 8.9 shall not apply. A conceptual site plan, landscape plan and building elevations shall be submitted for administrative review and approval by the Development Services Director and the Airport Manager. Site plan, landscaping plan, and building

design approval constitutes authorization for submittal of final construction and civil improvement plans and reports.

b. Approval Criteria

(i) The site plan is consistent with the General Plan;

(ii) The site plan is consistent with any previously approved subdivision plat, planned development, or any other precedent plan or land use approval as applicable;

(iii) The site plan complies with all applicable development and design standards set forth in this Development Code; and

(iv) The development proposed in the plan and its general location is or will be compatible with the character of surrounding land uses.

2.8. OBSOLETE DISTRICTS[1]

The zoning districts in this Section are carried forward from the prior superseded edition of the Buckeye Development Code. No future rezoning's may occur to any of the obsolete districts listed in this Section. Development on property having an obsolete zoning district classification is permitted subject to the development standards in Appendix B and occupied by uses in Appendix C. The obsolete districts listed below and in Table 2.8-1 below are intended to be converted to a commensurate zoning district in the near future. Until such time the commensurate zoning districts are converted, the City strongly recommends any new project that moves forward with a development proposal within an obsolete, rezone to the conversion districts shown below. All rezonings to suggested conversions will be deemed compatible with the general plan.

2.8.1. Rural Residential (RR) may be converted to Agriculture (AG).

The Rural Residential Zoning District is designed to accommodate low-density residential development in outlying areas where all public services may not be available.

2.8.2. Planned Residential (PR) with an approved plat may be converted to PAD district. Without a plat may be converted to Single-Family (R1-6) district.

The Planned Residential Zoning District is designed to accommodate all subdivided residential developments to which public services are available.

2.8.3. Mixed Residential (MR) may be converted to Neighborhood Mixed Use (NMU).

The Mixed Residential Zoning District is designed to accommodate both single- and multiple-family residential development, historic residential neighborhoods, and compatible commercial uses.

2.8.4. Planned Community (PC) with an approved CMP may be converted to CMP district. Without approved CMP may be converted to Single-Family (R1-43) district.

The Planned Community Zoning District is designed to accommodate all land uses approved as part of a Community Master Plan, where specific uses, public services, densities, and design criteria have been identified and adopted.

2.8.5. Commercial Center (CC) may be converted to Commercial Mixed Use (CMU).

The Commercial Center Zoning District is designed to accommodate a variety of commerce and specialized development, including commercial uses that comprise the central business district of the City.

2.8.6. General Commerce (GC) may be converted to Industrial Mixed Use (IMU).

The General Commerce Zoning District is designed to accommodate general commercial and employment uses and compatible industrial uses to which public services are available.

2.8.7. Special Use (SU) may be converted to Agriculture (AG) outside of the Historic Downtown. Inside the Historic Downtown may be converted to Downtown Residential (DR).

The Special Use Zoning District is designed to accommodate uses in natural hazard or floodplain areas or those under public ownership where development may not be possible because of flooding or other constraints or if development is possible, it is sponsored by the City as a public purpose.

TABLE 2.8-1
OBSOLETE DISTRICT CONVERSION SUMMARY

Current Obsolete District	Condition	Conversion
Rural Residential (RR)	NA	Agriculture (AG)
Planned Residential (PR)	Approved Plat	Planned Area Development (PAD)
Planned Residential (PR)	No Approved Plat	Single-Family (R1-6)
Mixed Residential	NA	Neighborhood Mixed Use (NMU)
Planned Community	Approved CMP	Community Master Plan (CMP)
Planned Community	No Approved CMP	Rural (R1-43)
Commercial Center	NA	Community Master Plan (CMP)
General Commerce	NA	Industrial Mixed Use (IMU)
Special Use	Not in Historic Downtown	Agriculture (AG)
Special Use	In Historic Downtown	Downtown Residential (DR)

. [1] ORD X-24; 2/20/2024

ARTICLE 3: USE REGULATIONS

3.1 TABLE OF ALLOWED USES

Table 3.1-1 lists the principal uses allowed within all base zoning districts. Each of the listed uses is defined in Article 3, Section 3.5, *Definitions*.

3.1.1. Explanation of Table Abbreviations

A. Permitted Uses

"P" in a cell indicates that the use is allowed by right. Permitted uses are subject to all other applicable regulations of this Development Code, including the use-specific standards in Section 3.2, the dimensional standards in Article 4, and the requirements of Article 5, *Development and Design Standards and Guidelines*.

B. Conditional Uses

1. "C" in a cell indicates that in the respective zoning district the use is allowed only if reviewed and approved in accordance with the procedures of Section 8.7, Conditional Use Permits. Conditional uses are subject to all other applicable regulations of this Development Code, including the use-specific standards in Section 3.2, the dimensional standards in Article 4, and the requirements of Article 5, Development and Design Standards and Guidelines.

2. The "C" designation in Table 3.1-1 in a given district does not constitute an authorization or an assurance that such use will be permitted. Rather, each conditional use permit application shall be evaluated as to its probable effect on adjacent properties and surrounding areas, among other factors, and may be approved or denied pursuant to the procedures in Section 8.7, Conditional Use Permits.

C. Prohibited Uses

A blank cell indicates that the use is prohibited in the respective zoning district.

D. Use-Specific Standards

Regardless of whether a use is allowed by right or as a conditional use, there may be additional standards that are applicable to the use. Use-specific standards are noted through a cross-reference in the last column of the table. Cross-references refer to Section 3.2, *Use-Specific Standards*. These standards apply in all districts unless otherwise specified.

3.1.2. Table Organization

In Table 3.1-1, land uses and activities are classified into general "use categories" and specific "use types" based on common functional, product, or physical characteristics such as the type and amount of activity, the type of customers or residents, how goods or services are sold or delivered, and site conditions. This classification provides a systematic basis for assigning present and future land uses into appropriate zoning

districts. This classification does not list every use or activity that may appropriately exist within the categories. Certain uses may be listed in one category when they may reasonably have been listed in one or more other categories. The use categories are intended merely as an indexing tool and are not regulatory.

3.1.3. Use for Other Purposes Prohibited

Approval of a use listed in Table 3.1-1, and compliance with the applicable use-specific standards for that use, authorizes that use only. Development or use of a property for any other use not specifically allowed in Table 3.1-1 and approved under the appropriate process is prohibited.

3.1.4. Classification of New and Unlisted Uses

When application is made for a use category or use type that is not specifically listed in Table 3.1-1, the following procedure shall be followed:

A. The Director shall provide an interpretation as to the use category and/or use type into which such use should be placed. In making such interpretation, the Director shall consider its potential impacts, including but not limited to: the nature of the use and whether it involves dwelling activity; sales; processing; type of product, storage and amount, and nature thereof; enclosed or open storage; anticipated employment; transportation requirements; the amount of noise, odor, fumes, dust, toxic material, and vibration likely to be generated; and the general requirements for public utilities such as water and sanitary sewer.

B. Appeal of the Director's decision may be made to the Planning Commission following procedures under Section 8.13, *Appeals of Administrative Decisions*, of this Development Code.

C. 3.1.5. Table of Allowed Uses[1,2,3,4,21]

Table 3.1-1: TABLE OF ALLOWED USES

P=Permitted C=Conditional Use

Use Category	Use Type	RESIDENTIAL										MIXED-USE						NON-RESIDENTIAL							
		AG	R1-43	R1-18	R1-10	R1-6	R1-3	R1-1	MF1	MF2	MH	NMU	CMU	RMU	IMU	DC	DR	PO	C1	C2	C3	BP	I1	I2	Use Standards
RESIDENTIAL USES																									
Household Living	Dwelling, duplex				P	P	P	P	P			P	P	P		P	P								
	Dwelling, multi-family								P	P		P	P	P		P	P								
	Dwelling, single-family detached	P	P	P	P	P	P	P	C								P								

[1] ORD. 14-15; 07/07/2015
[2] ORD. 18-17; 07/05/2017
[3] ORD. 11-20; 08/17/2020
[4] ORD. 07-22, 04/19/2022

Table 3.1-1: TABLE OF ALLOWED USES

P=Permitted C=Conditional Use

Use Category	Use Type	RESIDENTIAL										MIXED-USE						NON-RESIDENTIAL							
		AG	R1-43	R1-18	R1-10	R1-6	R1-3	R1-1	MF1	MF2	MH	NMU	CMU	RMU	IMU	DC	DR	PO	C1	C2	C3	BP	I1	I2	Use Standards
	Dwelling, mfd. home	P	P	P	P	P	P	P			P														3.2.1.A
	Dwelling, mobile home										P														3.2.1.B
	Dwelling, zero lot line					P	P	P	P	P				P											
	Mobile home park										P														
	Mfd. home subdivision										P														
Group Living **Refer to Section 10.3.1. for buffering distances if applicable**	Assisted living, commercial								P	P			P	P		C			P	P	P				
	Assisted living, residential	P	P	P	P	P	P	P	P	P			C	C		C			C	C	C				
	Boarding house/guest room	P			C	C	C		C	C						P	P								
	Group home	C	C	C	C	C			C	C		C	C	C		C	C		C	C	C				
	Group recovery home	C	C	C	C				C	C		C	C	C		C	C		C	C	C				
	Nursing home								C	C		C	C	C		C	C		P	P	P				3.2.1.C
	Shelter care facility	P	P	P	P	C			C	C		C	C	C		C	C		P	P	P				
	Shelter care facility, homeless	C	C	C	C	C			C	C		C	C	C	C	C	C		C	C	C		P		

Table 3.1-1: TABLE OF ALLOWED USES

P=Permitted C=Conditional Use

Use Category	Use Type	RESIDENTIAL										MIXED-USE						NON-RESIDENTIAL							Use Standards
		AG	R1-43	R1-18	R1-10	R1-6	R1-3	R1-1	MF1	MF2	MH	NMU	CMU	RMU	IMU	DC	DR	PO	C1	C2	C3	BP	I1	I2	
PUBLIC/INSTITUTIONAL USES																									
Community Service	Assembly hall, public		C	C	C	C	C	C	C	C		C	C	P	C	P	P		P	P	P	P	C		3.2.2.G
	Cemetery	P	C	C	C	C			C	C			P	P	C	P			P	P	P	P	P		3.2.2.C
	Community recreation center		P	P	P	P	P	P	P	P	P		P	P		P	P	C		P	P				
	Crematorium or funeral parlor												P	P	C	P			P	P	P	P	P		
	Government admin. and civic buildings												P	P	C	P		P		P	P	P	C	C	
	Government maint. & operations yards/ buildings	C	C												P								P	P	
	Public safety facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	3.2.2.F
	Religious assembly	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	3.2.2.G
	Social service facility								C	C		P	P	P	P	P	P	P	P	P	P	P			
Cultural Facility	Art gallery or museum, public											P	P	P	P	P	P	C	P	P	P	P			3.2.2.B
	Library, public			P	P	P	C	C	C	C		C	P	P		P	P	C	P	P					3.2.2.E
Child Care Facility	Day care, commercial								C	C		P	P	P	C	P	P	P	P	P	P	P	C		
	Day care, residential	P	P	P	C	C	C	C	P		P	P	P	P		P	P								
Education	College or university											C	C	P		P	P		C	C	P	P			3.2.2.H
	Private elementary or middle school		P	P	P	P	P	P	P	P			C	P		C	C		C	C	C				3.2.2.H
	Private high school		P	P	P	P	P	P	P	P			C	P		C	C		C	C	P				3.2.2.H
Health Care Facility	Medical office or clinic								C	C		P	P	P	P	P		P	P	P	P	P			
	Hospital												C	C	C	C		C		C	P	P	P		3.2.2.D

Table 3.1-1: TABLE OF ALLOWED USES P=Permitted C=Conditional Use																								
			RESIDENTIAL									MIXED-USE						NON-RESIDENTIAL						
Use Category	**Use Type**	**AG**	**R1-43**	**R1-18**	**R1-10**	**R1-6**	**R1-3**	**R1-1**	**MF1**	**MF2**	**MH**	**NMU**	**CMU**	**RMU**	**IMU**	**DC**	**DR**	**PO**	**C1**	**C2**	**C3**	**BP**	**I1**	**I2**	**Use Standards**
Medical Marijuana Dispensary	Medical Marijuana – ARIZ. REV. STAT. §36-2801 et seq.														C								P	P	3.2.3.K
Medical Marijuana Dispensary Offsite Cultivation Location	Medical Marijuana – ARIZ. REV. STAT. §36-2801 et seq.														C								P	P	3.2.3.K
Parks and Open Space	Arboretum or botanical garden	P	C	C	C	C			P	P			C	P	P	P				C	P	P			3.2.2.A
	Campground	P	C	C																					
	Community playfields and parks	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			
	Parks and nature preserves, not-for-profit	P	P	P																					
Telecommunication Facility	Tower (including any facility with a tower)	C	C	C	C	C	C	C	C	C	C	C	C	C	P	C	C	C	C	P	P	P	P	P	3.2.2.I
	Tower Collocation (No height increase)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Broadcasting or recording studio (no tower)												P	P	P	P		P	P	P	P	P	P		
	Satellite earth station	C													P							P	P		
	Transmitting station (no tower)													P	P				P	P	P	P	P	P	3.2.2.I
Transportation Facility	Airport	C													C								C	C	
	Bus terminal														P	C				C	P	P	P	P	
	Heliport	C													C							C	C	C	
Utility	Solar generation station	P	P												C								P	P	3.2.2.J

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P=Permitted C=Conditional Use

Use Category	Use Type	RESIDENTIAL									MIXED-USE						NON-RESIDENTIAL							Use Standards
		AG	R1-43	R1-18	R1-10	R1-6	R1-3	R1-1	MF1	MF2	MH	NMU	CMU	RMU	IMU	DC	DR	PO	C1	C2	C3	BP	I1	I2	
	Utility facility, major	C	C												C					C	C	C	C	P	
	Utility facility, minor	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	
COMMERCIAL USES																									
Agriculture and Ranching	Agriculture	P	P																						3.2.3.A
	Commercial ranch	P	P																						3.2.3.A
	Dairy	P	C																					P	3.2.3.A
	Meat processing																							P	3.2.3.A
	Residential ranch	P	P																						3.2.3.A
Animal Sales and Services	Animal hospital	P	C												P					C	C	P	P		3.2.3.B
	Animal pet shop, retail											P	P	P	C	P			P	P	P	P			
	Animal training school	C	C										P	P	P	P				P	P	P			3.2.3.B
	Kennel, indoor only	P	P										P	P	C					P	P	P			3.2.3.B
	Kennel, indoor/ outdoor	P	P												C						P				3.2.3.B
	Veterinary clinic	P	P									P	P	P	P	P			P	P	P	P			3.2.3.B
Assembly	Assembly hall, private								C	C		C	C	P	C	P			P	P	P	P			3.2.2.G
	Auditorium, private												P	P	C	P				P	P	P			3.2.2.G
	Fraternal or social club, nonprofit								C	C			P	P	C	P			P	P	P	P			3.2.2.G
	Country club, private membership		P	P	P	P	P	P	P	P															3.2.2.G
Financial Service	Check Cashing														C				C	C	C	C	P		3.2.3.C
	Financial institution, with drive-through												P	P	P	C			P	P	P	P			
	Financial institution, without drive-thru									C		P	P		P	P		P	P	P	P	P			

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		AG	R1-43	R1-18	R1-10	R1-6	R1-3	R1-1	MF1	MF2	MH	NMU	CMU	RMU	IMU	DC	DR	PO	C1	C2	C3	BP	I1	I2	Use Standards
Food and Beverage Service	Food sales, wholesale													P	P				P	P	P	P	P		
	Bar, lounge, or tavern											P	P	P	C	P			P	P	P	P			
	Catering service											P	P	P	C	P			P	P	P	P	C		
	Drive-in restaurant												P	P	P	C				P	P	P			
	Farmers market	P	P									C				C			C	P	P				
	Nightclub												C	C	C	P				P	P	P			
	Restaurant, without drive-through									C		P	P	P	P	P		P	P	P	P	P			
	Restaurant, with drive-through												C	P	P	C			P	P	P	P			
Office	Office, business or professional									C		P	P	P	P	P		P	P	P	P	P			
	Data Center													C	P	C		C				P	P	P	
	Research laboratory												P	P	P	P		P		C	P	P	P	P	
Recreation and Entertainment, Outdoor	General outdoor recreation, commercial												C	P		C	P			P	P	P			
	Golf course, unlighted	P	P	P	P	P	P	P	P	P				P	C			P	P	P	P	P			3.2.3.E
	Golf course/ driving range, lighted	C	C	C	C	C	C	C	C	C				P	C			P	P	P	P	P			3.2.3.E
	Major entertainment facility, outdoor	C	C											P	C	C					P	P	C		3.2.3.E
	Race track (auto, dog, and horse)	C	C												C						C	C	C		3.2.3.E
	RV campground	P	P																						3.2.3.G
	RV park	P	P																						3.2.3.H
	Shooting range, outdoor	C	C																						3.2.3.E

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Use Category	Use Type	RESIDENTIAL									MIXED-USE						NON-RESIDENTIAL							
		AG	R1-43	R1-18	R1-10	R1-6	R1-3	R1-1	MF1	MF2	MH	NMU	CMU	RMU	IMU	DC	DR	PO	C1	C2	C3	BP	I1	I2	Use Standards
	Zoo	C	C											C							C				3.2.3.E
Recreation and Entertainment, Indoor	Art gallery or museum, private								C	C		P	P	P	P	P	P	C	P	P	P	C			
	Fitness and recreational sports center								C	C		P	P	P	C	P	P	P	P	P	P	C	C		
	General indoor recreation, commercial											C	P	P	C	P			P	P	P	C	C		
	Major entertain-ment facility, indoor												C	P	C	P			P	P	P	C	C		
	Movie theater												C	P		C			P	P	P	C			
Personal Services	Dry cleaning and laundry service								C	C		P	P	P	C	C		P	P	P	P	P	C		
	General personal services								C	C		P	P	P		P		P	P	P	P	P			
	Instructional services or trade school											C	P	P	P	P		P	P	P	P	P	P	P	
Retail (Sales)	Alcoholic beverages, retail sale											C	P	P		P			P	P	P				
	Convenience store with gas sales								C	C		C	P	P	P	P			P	P	P	C	P	C	
	Feed store	P	C												C					P	P		P		
	General retail											P	P	P		P		P	P	P	P	P			3.2.3.D
	Large retail													P		C				C	P	C			3.2.3.F
	Open-air market or flea market	P	P												C								C		
	Nursery and plant sales, wholesale	P	P												P						C	P	P		
	Plant sales, retail	P	P									P	P			C			P	P	P				
	Sexually oriented business														C						C		C	C	3.2.3.J

Table 3.1-1: TABLE OF ALLOWED USES P=Permitted C=Conditional Use																									
		RESIDENTIAL										MIXED-USE						NON-RESIDENTIAL							
Use Category	**Use Type**	**AG**	**R1-43**	**R1-18**	**R1-10**	**R1-6**	**R1-3**	**R1-1**	**MF1**	**MF2**	**MH**	**NMU**	**CMU**	**RMU**	**IMU**	**DC**	**DR**	**PO**	**C1**	**C2**	**C3**	**BP**	**I1**	**I2**	**Use Standards**
	Tobacco Oriented Retailer											C	P	P		C			C	P	P				3.2.3.L
Vehicles and Equipment	Boat, RV storage														P						C		P	P	
	Boat, RV sales and rental													P	P					P	P		P		
	Car wash												P	P	P	P			P	P	P	P	P		
	Gasoline sales	C	C									C	C	C	C	P			P	P	P	C	P		
	Parking structure								C	P		C	P	P	P	P		P	P	P	P	P	P	P	
	Truck stop	C																					C	P	3.2.3.I
	Truck repair and overhaul	C													C								C	P	
	Vehicle sales and rental											C	C	P	P					P	P	P	P	C	
	Vehicle service and repair, major											C	P	P	P	C				P	P		P	P	
	Vehicle service and repair, minor											P	P	P	P	C			P	P	P		P	P	
	Vehicle storage														P						C		P	P	
Visitor Accom-modation	Bed and breakfast	C	C	C	C	C	C	C	C	C		P	P	P					P	P					
	Hotel or motel									C		C	P	P	C	P		C	P	P	P	P			
	Resort												C	P		P				P	P				
INDUSTRIAL USES																									
Industrial Service	Building materials sales, indoor retail												P	P	P					P	P	P	P		3.2.4.A
	Building material sales, outdoor or wholesale												C	C	P						P		P	P	
	Drilling company, no outside storage														P								P	P	

Table 3.1-1: TABLE OF ALLOWED USES P=Permitted C=Conditional Use																									
			RESIDENTIAL									MIXED-USE						NON-RESIDENTIAL							
Use Category	Use Type	AG	R1-43	R1-18	R1-10	R1-6	R1-3	R1-1	MF1	MF2	MH	NMU	CMU	RMU	IMU	DC	DR	PO	C1	C2	C3	BP	I1	I2	Use Standards
	Drilling company, with outside storage																							P	
	Resource extraction	C																						C	
	General industrial service														P								P	P	3.2.4.B
Manufacturing and Production	Assembly, light														P							P	P	P	
	Mfg., heavy																							P	
	Mfg., light														P							P	P	P	
Warehouse and Freight Movement	Mini-storage, indoor												C	C	P					P	P	P	P	P	
	Mini-storage, outdoor												C	C	P					C	C	C	P	P	
	Motor freight terminal														C								C	P	
	Storage yard														C								C	P	
	Office warehouse														P							P	P	P	
	Warehouse														P							C	P	P	
	Wholesale establishment														P					C	P	P	P	P	
Waste and Salvage	Auto wrecking and salvage yard																							P	
	Recycling center outdoor																							P	
	Recycling center indoor														C							C	P	P	
	Landfill																							C	3.2.4.C

Table 3.1-1: TABLE OF ALLOWED USES

P=Permitted C=Conditional Use

Use Category	Use Type	RESIDENTIAL										MIXED-USE						NON-RESIDENTIAL							Use Standards
		AG	R1-43	R1-18	R1-10	R1-6	R1-3	R1-1	MF1	MF2	MH	NMU	CMU	RMU	IMU	DC	DR	PO	C1	C2	C3	BP	I1	I2	
TEMPORARY USES																									
	Antennas, temporary	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	3.4.2.A
	Expansion or replacement facilities, temporary	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	3.4.2.B
	Food Trucks; Mobile Food Vendor	P										P	P	P	P	P	P	P	P	P	P	P	P	P	3.4.2.G
	Office space/ equipment storage, temporary	P										P	P	P	P	P	P	P	P	P	P	P	P	P	3.4.2.B
	Retail sales, temporary	P										P	P	P	P	P	P	P	P	P	P	P	P	P	3.4.2.C
	Roadside stand	P	P																						
	Sales office, temporary		P	P	P	P	P	P	P	P	P														3.4.2.E
	Yard sale, temporary	P	P	P	P	P	P	P	P	P	P	P	P	P											3.4.2.F
	Other temporary uses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	3.4.2.H

NOTE: Single Family Flex (SFF): Same uses allowed as R1-18, R1-10, and R1-6.

3.2. USE-SPECIFIC STANDARDS

3.2.1. Residential Uses

A. Manufactured Homes

Manufactured homes are subject to the following requirements:

1. A manufactured home is subject to all standards contained in Article 4, *Dimensional Standards*, and Article 5, *Development and Design Standards and Guidelines*, for the zoning district(s) in which the home is situated. In addition, all manufactured homes shall be skirted.

2. All homes shall be multi-sectional and placed upon a permanent foundation consisting of a concrete stem wall, with additional interior supports as may be required by applicable law or by the City Public Works Department in order to protect public safety. The multi-sectional home is to be secured and fastened to the foundation.

3. The elevation of the finished floor is not to exceed that which would normally be allowed for a conventional structure in order that the manufactured building appears as much as possible like a conventional structure.

4. Off-street parking for at least two (2) automobiles shall be provided for each manufactured home site. The driveway and parking areas shall be paved with asphalt, bituminous, brick, concrete, or other surfaces of comparable durability to minimize nuisance from dust. Three (3) inches of crushed rock can be utilized but must be compacted and contained within a permanent border. Refer also to Chapter 9, Article 9-9.

5. Power pedestals (electrical service section) shall not be permitted.

B. Mobile Homes

After the effective date of this Development Code, an individual mobile home may only be parked or stored on a lot within a mobile home park or mobile home subdivision. Residential use of mobile homes constructed prior to 1976 is prohibited.[5]

C. Convalescent Home or Nursing Home

In the MF-1, MF-2, NMU, CMU, and DR districts, the use shall abut an arterial street.

D. Manufactured Home Subdivisions

1. All homes are to be multi-sectional and placed upon a permanent foundation, consisting of a concrete stem wall, with additional interior

[6] ORD. 18-17; 07/05/2017

supports as required. The multi-sectional home is to be secured and fastened to the foundation.

2. The elevation of the finished floor is not to exceed that which would normally be allowed for a conventional structure in order that the manufactured building appear as much as possible like a conventional structure.

3. Off-street parking for at least two (2) automobiles shall be provided for each manufactured home site. The driveway and parking areas shall be paved with asphalt, bituminous, brick, concrete, or other surfaces of comparable durability to minimize nuisance from dust. Three (3) inches of crushed rock can be used but must be compacted and contained within a permanent border.

4. Power pedestals (electrical service section) shall not be permitted.

5. Homes may either be faced to the street or side property line. However, a consistent approach should be used and architectural features incorporated into the design of the home depending on which approach is used.

6. All other subdivision design standards as contained in this Code shall be applicable.

E. Manufactured Home Park/RV Park

Responsibility for approval of the design of a recreational vehicle (RV) or Manufactured Home Park shall rest with the Planning Commission. The following are to be used as minimum standards. Additional standards may be imposed by the Board only if so warranted.

1. General Standards

a. Interior private streets shall not be less than 28 feet in width, and shall be paved. The streets will be signed "No Parking" on both sides of the street. Interior streets shall be laid out to provide multiple access points and good interior circulation. On-street parking is not allowed. Individual vehicle parking pads shall be plainly marked and paved. All other vehicle areas are to be paved. Other areas shall be covered with gravel or landscaping material.

b. All utilities shall be provided, including water, sewer, electric, and phone. Lines are to be underground.

c. Sufficient access is to be provided for emergency vehicles, including turn around areas. Hydrants, as specified by the Buckeye Fire Chief, must also be provided.

d. All homes within manufactured home parks shall provide at least 100 square feet of enclosed storage area outside the area of the home. In addition, awnings and other architectural features may be

required in order to provide a consistent design approach throughout the park.

e. No more than one manufacture home, travel trailer, park model or motor home shall be placed on each space.

f. Off-street parking for at least two (2) automobiles shall be provided in each space or on each lot or on a separate designated parking area within a park. The driveway and parking areas shall be paved with asphalt, bituminous, brick, concrete, or other surfaces of comparable durability to minimize nuisance from dust. Three (3) inches of crushed rock can be used but must be compacted and contained within a permanent border. The parking area will be a minimum of 20 feet by 20 feet.

g. Screening shall be provided around the exterior of the park by a six-foot masonry wall.

2. RV Park Standards

a. Each RV space shall contain a minimum of 1,500 square feet, not including roadways or common areas.

b. Common areas must be provided and contain sufficient facilities for park residents. The size of the common areas provided shall equal ten percent of the entire park area. Parks containing less than 15 spaces are exempt from this requirement. Common areas must be improved with landscaping or recreational facilities.

3.2.2. Public and Institutional Uses

A. Arboretum or Botanical Garden

1. In all districts in which it is allowed, the use shall abut an arterial street.

2. No sales are allowed except through gift shops that are approved accessory uses.

B. Art Gallery or Museum, Public

In the NMU, CMU, and RMU districts, the use shall abut an arterial street.

C. Cemetery

1. A cemetery shall have a minimum net area of 40 acres.
2. All principle vehicular entrances and exits shall be on arterial or collector streets.
3. Cemeteries may be permitted to have funeral homes or crematories as accessory uses.
4. Structure or building line setbacks shall be 100 feet from arterial streets and 50 feet from non-arterial streets.
5. No grave site shall be located within 25 feet of a future street right-of-way.

D. Hospitals

In the DC, DR, and C2 zoning districts, the use shall abut an arterial or major collector. The use is prohibited on local streets.

E. Library

In the residential districts, the use shall abut an arterial or collector street.

F. Public Safety Facility

In the residential districts, the use shall abut an arterial or collector street.

G. Assembly Hall, Public; Religious Assembly; Assembly Hall, Private; Country Club, Private Membership Auditorium, Private; and Fraternal or Social Club, Nonprofit

Where an assembly use is originally approved by conditional use, CMP, or PAD, any subsequent associated use that increases the intensity of the development on the site shall also be approved by conditional use or amendment to a CMP or PAD, as applicable. For the purposes of this section, an increase in intensity shall be measured as (1) an increase in vehicular trips generated and/or (2) an increase in impervious surface by five percent or more.

H. Schools

1. All colleges, universities, high schools, and trade schools shall have their principal vehicular entrance and exit on an arterial or collector street; vehicular ingress and egress to local streets is prohibited.
2. Elementary schools shall not be located adjacent to arterial roads or roads with higher classifications.
3. No portion of any school facility shall be located in an overhead utility line corridor.
4. Any development involving a change or expansion of school facilities subject to this Code shall comply with all applicable provisions of Section

8.15, *Adequate School Facilities*, prior to any action by the Planning Commission or City Council.

I. Towers; Transmitting Stations

1. Governmental Exemption

Section 1.5.3 shall not apply. Development by any municipal, county, state, or federal government agency within the city boundaries shall not be subject to the provisions of the Development Code.

2. Transmitting Station

Transmitting stations may be located on the ground, on mixed use or non-residential buildings, or on a structure such as a flagpole, light standard, or water tower, but only within those zoning districts indicated in Table 3.1-1.

a. If mounted on the ground, the maximum height of a transmitting station shall be the same as for any other structure in that zoning district.

b. If mounted on a mixed use or non-residential building, or other structure such as flagpole, light standard, or water tower, the maximum height of the transmitting station shall not exceed ten feet above the highest point on the building (excluding the transmitting station) or the maximum height of a building in that zoning district as shown in Article 4, *Dimensional Standards*.

3. Towers[6]

Freestanding Towers are permitted within those zoning districts indicated in Table 3.1-1 and are prohibited from all rights-of-way. Additionally, all freestanding towers must comply with the following standards:

a. Evidence of Need for Tower

(i) Towers shall only be permitted if evidence has been produced by the applicant showing that no existing tower or other structure can accommodate the applicant's proposed antenna. Evidence of this unavailability may consist of any of the following:

(ii) No existing towers or structures are located within the geographic area required to meet applicant's engineering, capacity, or technical requirements;

(iii) Existing towers or structures are not of sufficient height or structural strength to meet the applicant's engineering, capacity, or technical requirements;

(iv) Applicant's proposed antenna would cause electromagnetic interference with existing antenna on existing towers or

[6] ORD 25-17; 12/19/2017

structures, or the existing antennas on the existing towers or structures would cause electromagnetic interference with applicant's proposed antenna;

(v) The fees, costs, or contractual provisions required by the owner of the existing tower in order to share said tower structure are unreasonable (for purposes of this provision, eight-year rental costs exceeding the costs of site acquisition and tower construction including engineering and design fees, are presumptively unreasonable); and

(vi) The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable.

b. Basic Maximum Height

In the PR, PC, SF, MF, and MH zoning districts, the base maximum height for all towers (without the bonus height allowed for co-location) is 50 feet. In all other zoning districts the base maximum height for all towers (without the bonus height allowed for co-location) is 75 feet. Height for a freestanding tower must be measured from grade at the base of the tower to the highest point on the tower structure, including any installed antennae and lighting and supporting structures, but not including any palm fronds or other stealth application.

c. Co-Location Bonus Height

A new tower may exceed the base maximum height only if designed to accommodate one additional user's equipment for every 25 feet of tower height above the base maximum height. In the SF, MF, and MH zoning districts, the maximum permitted height for towers using the bonus height allowed for co-location is 175 feet. In all other zoning districts the maximum permitted height for towers using the bonus height allowed for co-location is 200 feet. Applicants seeking to erect a tower greater than the basic maximum height, and proposed to be located within 3,000 feet of any other tower greater than the basic maximum height, must provide evidence that reasonable efforts have been made to lease space on an existing planned or constructed tower(s) or that no existing tower(s) will technically satisfy the applicant's needs.

d. Yards

All freestanding towers must be set back from any residential property boundary a distance equal to the height of the proposed tower.

e. Signs and Logos

All freestanding towers must be set back from any residential the property boundary a distance equal to the height of the proposed tower.

f. Buffering, Screening, and Fencing

All fences and walls must be screened as provided in Section 5.4.6, *Fences, Walls, and Screening*. The base of the tower and each guy anchor must be surrounded by a fence or wall at least eight feet in height that effectively screens the view of the tower compound and accessory facilities from view from adjacent streets and properties.

g. Co-Location on Existing Towers

Regardless of whether the erection of a new tower is a permitted or conditional use in the zoning district, the co-location of additional antennae on existing tower is a permitted use, provided that the tower structure was designed and engineered to accommodate the additional antennae.

h. Construction Standards

(i) The tower shall either maintain a galvanized steel finish or be painted a uniform neutral color (unless color is governed by applicable standards of Federal Aviation Administration) to minimize visual intrusiveness. Cabling shall be contained interior to the structure of the tower or wrapped in a cover with a matching color scheme to the tower. The use of camouflage technology so that the tower appears to be a part of the primary building on site is also acceptable. The design and maintenance of the equipment, buildings, cabinets, or related structures shall use materials, colors, textures, screening, and landscaping that will blend the tower facilities to the natural setting or the built environment of the primary use.

(ii) If an antenna or series of antennae are installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to or closely compatible with the color of the supporting structure so as to make the antenna and related equipment visually unobtrusive.

(iii) Towers shall not be artificially lighted, unless such lighting is required by the Federal Aviation Administration or other applicable authority.

(iv) All towers, antenna, and related equipment shall meet or exceed current standards and regulations of the Federal Aviation Administration and the Federal Communications Commission, together with the regulations of any other agency of the federal government with the authority to regulate towers and antennas. Where no federal standard exists, construction must otherwise comply with the current requirements of the Buckeye Building Code.

i. Access

All tower sites shall be served by a driveway from a public street and said driveway shall be paved with an all-weather surface. However, sites in areas of restricted street access may be served by driveways from paved public or private parking lots. Any existing tower site that uses an unpaved driveway to access a public street, and which driveway allows the deposit of dirt, gravel or similar material to be deposited on the public streets during rain conditions, shall be considered a public nuisance, and may be abated in accordance with the general ordinances dealing with nuisance abatement.

j. Maintenance, Operation, and Removal

(i) The owner of the tower shall ensure that it is maintained in compliance with the standards contained in the applicable local building codes and the applicable standards for towers established by the Electronic Industries Association, as amended from time to time, in order to ensure the structural integrity of the tower. The failure to maintain structural integrity through compliance with these standards is hereby declared a public nuisance and the towers may be abated, including the removal of the tower under authority of and in compliance with the City Council's powers to declare and abate public nuisances.

(ii) No antenna may be used that, by design or by actual operation, causes interference on any frequency actually used by any police, fire, or public ambulance services having authority or jurisdiction over any portion of the City of Buckeye.

(iii) Any antenna that is not operated for a continuous period of 12 months shall be considered abandoned; any tower that has not contained an operating antenna for a period of 12 months shall be considered abandoned; and any tower or antenna that does not have electric service to it for a period of 12 months shall be considered abandoned. The owner of an abandoned antenna or tower must remove it within 180 days of receipt of notice from the Director notifying the owner of such abandonment.

(iv) Each tower owner shall provide a maintenance bond to assure the maintenance of the equipment building(s) and the support or tower structure, including the costs of removal in the event the facility is abandoned for more than one year.

k. Intent to Comply with Federal Telecommunications Act

All provisions of this Section 3.2.2.I are intended to comply with the federal Telecommunications Act of 1996, as amended or replaced, and shall be interpreted to avoid conflict with that act if possible. If conflict with the Act occurs, the Director is authorized to vary the

terms of this Section 3.2.2.I by the minimum amount necessary to avoid that conflict.

J. Solar Generation Station

All solar generation stations shall comply with the following standards:

1. Lot Size

a. Within the AG and SF-43 zoning districts, a minimum lot size of 300 acres shall be established and maintained.

b. Within the I-1 and I-2 zoning districts, a minimum lot size of 150 acres shall be established and maintained.

2. Setbacks

A building, structure, or lot shall not be developed, used, or occupied unless it establishes and maintains a minimum setback equal to or greater than those setbacks established in the I-2 zoning district.

3. Lot Coverage

Lot coverage shall be as established in Table 4.1-1: Dimensional Standards, except that free-standing, ground-mounted solar devices shall not count toward the lot coverage requirements. Development within the AG zoning district shall utilize the standards established for the SF-43 zoning district.

4. Building Height

Building height shall be as established in Table 4.1-1: Dimensional Standards, except that thermal towers may be up to 200 feet in height provided that the tower is centrally located on the property and maintains a safe fall-zone equal to or greater than the height of the tower. Development within the AG zoning district shall utilize the standards established for the SF-43 zoning district. Additional building height for structures that are clearly incidental and/or accessory to the generation of power or the collecting of solar may be approved through the issuance of a Conditional Use Permit.

3.2.3. Commercial Uses

A. Agricultural Uses

Uses listed in the Agriculture and Ranching use category in Table 3.1-1 may include necessary accessory uses for treating or storing of produce and parking of equipment. However, the operation of any such accessory uses shall be secondary to that of normal agricultural activities and shall not include:

1. Retail commercial activity;

2. Stockyards or commercial feed lots for cattle, swine, or sheep; or

3. The storage of vehicles or equipment for retail commercial purposes.

B. Animal Hospitals, Animal Training School, Kennel, and Veterinary Clinic

Animal hospitals shall have their principal entrance and exit on an arterial or collector street. There shall be no ingress or egress to local streets.

C. Check-Cashing

1. Purpose and Applicability

The standards of this section shall apply to all new and expansion of existing check cashing businesses. The purpose of these regulations is to prevent the overconcentration of check cashing businesses.

2. Location

All new check cashing businesses shall be located consistent with the following standards:

a. Located a minimum of 1,000 feet from another check cashing establishment;

b. Located a minimum of 500 feet from all of the following uses:

(i) Public school, community center, or library;

(ii) State or federally chartered bank, savings association, credit union, or industrial loan company; and

(iii) Alcoholic beverage sales, excluding restaurants, grocery stores/supermarkets, and neighborhood markets.

D. General Retail

Within the BP district, free-standing retail with single-users over 10,000 square feet and group-users over 50,000 square feet require approval of a conditional use permit.

E. Golf Course, Unlighted; Golf Course/Driving Range, Lighted; Major Entertainment Facility, Outdoor; Race Track (Auto, Dog, and Horse) ; Shooting Range, Outdoor; Zoo.

In any residential these uses shall abut, and shall only have access from, arterial or collector streets.

F. Large Retail

1. Design Standards

All large retail establishments shall comply with the design standards in Section 5.8, *Commercial Building Standards and Guidelines*.

2. Adaptive Reuse/Abandonment Agreement

Prior to receiving final approval, large-scale retail uses that are 150,000 square feet or more, excluding any garden center, shall require that the owner of the property execute and have recorded an adaptive reuse/abandonment agreement acceptable to the City Attorney. The agreement shall be recorded with the clerk and recorder's office of the county in which the property is situated. The agreement may contain, but is not limited to, terms and conditions regarding:

a. A requirement that no covenants, conditions, or restrictions be recorded against or run with the property that in any way impede or prevent the re-use or re-tenanting of the building in the event of vacancy;

b. The owner's obligations to reuse, re-tenant, or pay for removal of the building in the event of vacancy;

c. Property maintenance responsibilities in the event of vacancy; and

d. Enforcement of the agreement and remedies available to the City in the event of breach or other noncompliance.

G. Recreational Vehicle Campground

Applications for recreational vehicle campgrounds shall comply with and show the method of complying with the following standards:

1. This use shall abut, and shall only have access from, arterial or collector streets.

2. No trailer, RV, or other similar vehicle shall be allowed for more than 14 days.

3. No trailer, RV, or other similar vehicle will be parked for sale or display.

4. Each campground shall provide facilities for the appropriate disposal of wastewater, trash, and related items.

H. Recreational Vehicle Park

Applications for recreational vehicle parks shall comply with and show the method of complying with the following standards:

1. This use shall abut and shall only have access from arterial or collector streets.

2. No trailer, RV, or other similar vehicle will be parked for sale or display.

3. Only hard-surfaced roads shall be used throughout the grounds.

4. Each park shall provide facilities for the appropriate disposal of waste water, trash, and related items.

I. Truck Stops

Convenience retail, restaurants, and hotel or motel uses are allowed as accessory uses to truck stop primary uses.

J. Sexually-Oriented Business

All sexually-oriented businesses shall comply with the regulations provided in Chapter 8 of the City Code in addition to this Code.

K. Medical Marijuana Uses[7]

The following minimum requirements shall apply to all medical marijuana dispensary and medical marijuana cultivation location uses permitted under ARIZ. REV. STAT. § 36-2801 *et seq*. (the "Act") and Section 3.1.5, Table of Allowed Uses, and Section 10.3.3.Q, Medical Marijuana Uses:

1. In addition to any other application requirements, an applicant for any medical marijuana dispensary or medical marijuana cultivation location use shall provide the following:

   a. A notarized authorization, executed by the property owner, acknowledging and consenting to the proposed use of the property as a medical marijuana dispensary or medical marijuana cultivation location.

   b. The legal name of the medical marijuana dispensary or medical marijuana cultivation location.

   c. If the application is for a medical marijuana cultivation location, the name and location of the medical marijuana dispensary with which it is associated and, in addition, in the case of designated caregivers or qualifying patients, the name of qualifying patients for which the marijuana is being cultivated.

   d. The name, address, and birth date of each officer and board member of the nonprofit medical marijuana dispensary agent.

   e. The name, address, birth date, and valid registry identification card number of (a) each medical marijuana dispensary agent if the application is related to a medical marijuana dispensary or a related medical marijuana cultivation location and (b) each

[7] ORD 04-11, RES 17-11; 2/14/2011

designated caregiver and qualifying patient if the application is related to a medical marijuana cultivation location associated with such qualifying patient and designated caregiver.

f. A copy of the operating procedures adopted in compliance with ARIZ. REV. STAT. § 36-2804(B)(1)(c).

g. A notarized certification that none of the medical marijuana dispensary officers or board members has been convicted of any of the following offenses:

(i) A violent crime, as defined in ARIZ. REV. STAT. § 13-901.03(B), that was classified as a felony in the jurisdiction where the person was convicted.

(ii) A violation of state or federal controlled substance law that was classified as a felony in the jurisdiction where the person was convicted except an offense for which the sentence, including any term of probation, incarceration or supervised release, was completed ten or more years earlier or an offense involving conduct that would be immune from arrest, prosecution or penalty under ARIZ. REV. STAT. § 36-2811 except that the conduct occurred before the effective date of that statute or was prosecuted by an authority other than the state of Arizona.

h. A notarized certification that none of the medical marijuana dispensary officers or board members has served as an officer or board member for a medical marijuana dispensary that has had its registration certificate revoked.

i. A floor plan showing the location, dimensions and type of security measures demonstrating that the medical marijuana dispensary or medical marijuana cultivation location will be secured, enclosed and locked as required by law.

j. A scale drawing depicting the property lines and the separations from the nearest property boundary of the parcel containing the medical marijuana dispensary or medical marijuana cultivation location to the property boundary of the parcel containing any existing uses listed in the subsection 3.2.3.K.3 below. If any of the uses are located within 50-feet of the minimum separation, the drawing, showing actual surveyed separations, shall be prepared by a registered land surveyor.

2. A medical marijuana dispensary shall have operating hours not earlier than 9:00 a.m. and not later than 5:00 p.m., Monday through Friday.

3. A medical marijuana dispensary or medical marijuana cultivation location shall meet the following minimum separation requirements, measured in a straight line from the closest boundary of the parcel containing the medical marijuana dispensary or medical marijuana

cultivation location to the closest property boundary of the parcel containing any existing uses listed below:

a. 2.5 miles from any other medical marijuana dispensary or medical marijuana cultivation location.

b. 1,000 feet from a residential substance abuse diagnostic and treatment facility or other residential drug or alcohol rehabilitation facility.

c. 1,000 feet from a public, private, parochial, charter, dramatic, dancing or music school, a learning center, or other similar school or educational facility that caters to children.

d. 1,000 feet from any residential zoning district or residential use.

e. 1,000 feet from a childcare center.

f. 1,000 feet from a public library or public park.

g. 1,000 feet from a religious institution.

4. Pursuant to the application requirements and provisions under ARIZ. REV. STAT. § 36-2804 and 2806, and except as provided under the Act for qualifying patients and designated caregivers, a medical marijuana cultivation location may only cultivate process, supply, sell or otherwise provide medical marijuana to medical marijuana dispensaries located in Arizona, and only one medical marijuana cultivation location shall be permitted for the single Arizona medical marijuana dispensary with which it is associated.

5. The following size limitations shall apply to any medical marijuana dispensary:

a. The total maximum floor area of a medical marijuana dispensary, inclusive of any secure storage area, shall not exceed 2,500 square feet.

b. The secure storage area for the medical marijuana stored at the medical marijuana dispensary shall not exceed 500 square feet.

c. For a medical marijuana dispensary that also is a medical marijuana cultivation location, the total maximum floor area that may also be used for cultivation and incorporation or processing of the medical marijuana into consumable or edible products inclusive of any secure storage area shall not exceed 3,500 square feet. The secure storage area for the medical marijuana stored at a medical marijuana dispensary that also is a cultivation location shall not exceed 1,500 square feet.

6. The following size limitations shall apply to any medical marijuana cultivation location that is not also a medical marijuana dispensary location:

a. The total maximum floor area of a medical marijuana cultivation location inclusive of any secure storage area shall not exceed 3,000 square feet.

b. The secure storage area for the medical marijuana stored at the medical marijuana cultivation location shall not exceed 1,000 square feet.

7. A medical marijuana dispensary or medical marijuana cultivation location shall:

a. Be located in a permanent building and may not be located in a trailer, cargo container, mobile or modular unit, mobile home, recreational vehicle or other mobile vehicle. The facility shall include fire protection measures, including sprinklers, as required by the City of Buckeye Fire Code.

b. Install lighting to illuminate the exterior and interior of the building and all entrances and exists to the facility. Exterior lighting shall be five foot candles, measured at ground level, and shall remain on during all hours between sunset and sunrise each day and the medical marijuana dispensary or cultivation location shall illuminate all areas of the premises, including adjacent public sidewalks so that the areas are readily visible by law enforcement personnel. Twenty-four (24) hours each day, the medical marijuana dispensary or cultivation location shall illuminate the entire interior of the building, with particular emphasis on the locations of any counter, safe, storage area and any location where people are prone to congregate. The lightning must be of sufficient brightness to ensure that the interior is readily visible from the exterior of the building from a distance of 100 feet.

c. Not have drive-through service.

d. Not emit, dust, fumes, vapors or odors into the environment.

e. Not provide offsite delivery of medical marijuana, except to a medical marijuana dispensary served by the medical marijuana cultivation location.

f. Have no on-site sales of alcohol or tobacco, and no on-site consumption of food, alcohol, tobacco or medical marijuana.

g. Not have outdoor seating areas.

h. Display a current City of Buckeye business license, and a State of Arizona tax identification letter.

i. Provide law enforcement and all interested neighbors with the name and phone number of an on-site community relations staff person to notify if there are operational problems with the establishment.

j. The exterior appearance of the structure shall be compatible with structures already constructed or under construction within the immediate neighborhood, to ensure against blight, deterioration, or substantial diminishment or impairment of property values in the vicinity.

k. City code enforcement officers, police officers, or other agents or employees of the City requesting admission for the purpose of determining compliance with these standards shall be given unrestricted access.

l. Comply with all other applicable property development and designs standards of the City of Buckeye.

8. In addition to the requirements set forth in Paragraph 7 above, and to ensure that the operations of medical marijuana dispensaries are in compliance with Arizona law and to mitigate the adverse secondary effects from operation of dispensaries, medical marijuana dispensaries shall operate in compliance with the following additional standards:

a. Security guards shall be provided at the main entrances and exits during all hours of operation. Detailed internal security measures will be identified and maintained after consultation with the Buckeye Police Department. For the purposes of the Section, "security guard" shall mean licensed and duly bonded security personnel registered pursuant to ARIZ. REV. STAT. § 32-3601 *et seq*. Prior to opening for business, the medical marijuana dispensary shall provide all property owners with a 500 foot radius of the medical marijuana dispensary location with written notification via first class U.S. mail of the security company responsible for providing its security services.

b. If determined necessary by the City Manager at any time, medical marijuana dispensaries shall provide a neighborhood security guard patrol for a two-block radius surrounding the medical marijuana dispensary during all or specified hours of operation.

c. No doctor shall issue a written certification on-site for medical marijuana.

d. Medical marijuana dispensaries shall only dispense medical marijuana to qualified patients and their designated caregivers as defined in the Act.

e. Medical marijuana dispensaries shall notify patrons of the following verbally and through posting of a sign in a conspicuous location at the medical marijuana dispensary:

(i) Use of medical marijuana shall be limited to the patient identified on the doctor's written certification. Secondary sale, barter or distribution of medical marijuana is a crime and can lead to arrest.

(ii) Patrons must immediately leave the site and not consume medical marijuana until at home or in an equivalent private location. Medical marijuana dispensary staff shall monitor the site and vicinity to ensure compliance.

f. Medical marijuana dispensaries shall not provide marijuana to any individual in an amount not consistent with personal medical use, or in violation of state law and regulations related to medical marijuana use.

g. Medical marijuana dispensaries shall not store more than two hundred dollars ($200.00) in cash overnight on the premises.

h. Any qualifying patient under eighteen (18) years of age shall be accompanied by a parent or legal guardian. Except for such parent or legal guardian, no persons other than qualifying patients and designated caregivers shall be permitted within a medical marijuana dispensary premises.

i. No signs, advertising, or any other advertising matter used in connection with the medical marijuana dispensary shall be of an offensive nature and shall in no way be contrary to the City code or obstruct the view of the interior of the premises viewed from the outside.

L. Tobacco Oriented Retailers[8]

Applications for tobacco oriented retailers shall comply with and show the method of complying with the following standards:

1. This use shall be at least 1000-feet from another tobacco retailer, public, private or charter school, parks/playgrounds, or licensed day care facilities.

2. The separation distance shall be measured in a straight line from the property line of the tobacco oriented retailer use to the nearest property line of the other listed uses.

3.2.4. Industrial Uses

A. Building Materials Sales, Indoor Retail

In the CMU and C2 districts, the maximum size of this use should be limited to 50,000 square feet.

B. General Industrial Service

[8] ORD. 14-15; 07/07/2015

In the IMU, I-1, and I-2 zoning districts, retail sales, offices, parking, and indoor storage may be allowed as an accessory uses.

C. Landfill

Each sanitary landfill shall be approved in accordance with state and federal regulations and guidelines and shall be situated on a parcel of land at least 40 acres in size.

3.3. ACCESSORY USES AND STRUCTURES[9]

3.3.1. Purpose

This section authorizes the establishment of accessory uses that are incidental and customarily subordinate to principal uses, provided that the accessory use complies with all applicable standards in this section.

3.3.2. Approval of Accessory Uses and Structures

All principal uses allowed in a zoning district shall be deemed to include those accessory uses, structures, and activities typically associated with the use, unless specifically prohibited in this Development Code. No accessory use may be established prior to establishment of the principal use with which such accessory use is associated. Section 10.3, *Definitions of General Use Categories and Specific Use Types*, identifies typical accessory uses associated with principal uses as part of the principal use definition. All accessory uses shall be subject to the standards in Section 3.3, as well as any use-specific standards applicable to the associated principal use as set forth in Section 3.2, *Use-Specific Standards*.

3.3.3. General Standards

All accessory uses and structures shall comply with the following general standards:

A. Compliance with this Development Code

1. All accessory uses and structures shall be subject to the dimensional requirements of Article 4, *Dimensional Standards*. In the case of any conflict between the accessory use/structure standards of this section and any other requirement of this Development Code, the more restrictive standards shall control.
2. Accessory uses shall comply with all standards of this Development Code applicable to the principal use with which they are associated. Parking requirements shall be met for both the principal use and any accessory use.

B. Location[10]

The accessory use or structure shall be conducted and/or located on the same lot(s) as the principal use and to the rear of the front setback line, unless otherwise approved by the Director.

[9] ORD. 11-20; 08/17/2020
[10] ORD 25-17; 12/19/2017

Open accessory structures with no walls such as trellises, pergolas, and patio covers shall have no separation from the site's principal structure. All other accessory structures shall be separated eight (8) feet from the site's principal structure.

When located to the rear of the primary structure, accessory buildings need not comply with the side or rear setback lines applicable to the primary structure provided that the accessory building is not located closer than three (3) feet from any property line. This side and rear yard setback shall be five (5) feet for accessory structures which exceed ten (10) feet in height. Accessory structures with vehicle entrances which directly face an alley shall be setback at least 10-feet from the property line along the alley.

C. Size and Height[11,12,13]

1. Both primary and accessory structures together must comply with the applicable lot coverage requirements established by this Development Code.

2. The maximum height of any accessory structure shall not exceed the height of the lot's primary structure, with the exception of the following:

a. A detached RV Garage can exceed the height of the principal structure, but shall not exceed 22 feet in height.

3. Within the Single Family R1-43 and Agricultural (AG) districts, accessory structures shall be exempt from the maximum area and be limited to a maximum height of 22-feet and together with the primary structure, comply with the applicable lot coverage requirements established by this development code.

D. Same Ownership Required

The principal use and the accessory use shall be under the same ownership.

E. Same Utility Meter Required[14]

The principal use and the accessory use shall utilize the same utility meter.

F. Architectural Character[8,15]

Accessory structures with a gross floor area of 225 square feet or more shall be compatible to and complimentary with the associated primary structure in terms of building materials and architectural style. Within the R1-43 and Agricultural (AG) districts, accessory structures shall be exempt from architectural character requirements except that structure color shall compliment the character of the primary structure.

[11] ORD. 09-18, 03/07/2018
[12] ORD. 07-12
[13] ORD. 18-17; 07/05/2017
[14] ORD. 18-17; 07/05/2017
[15] ORD. 07-12

3.3.4. Additional Standards for Specific Accessory Uses and Structures [21]

A. Accessory Dwelling Units

An accessory dwelling unit shall be permitted as an accessory use subject to the following standards:

1. Districts Allowed[8]

Accessory dwelling units shall be allowed as accessory uses to principal residential uses in the following districts: R1-43, R1-18, R1-10, R1-6, and R1-3.

2. Where Permitted on Lot

A permitted accessory dwelling unit shall comply with all applicable site and building design, access, and other standards for principal dwelling units in the zoning district in which the accessory dwelling unit will be located. No detached accessory dwelling unit may be located within 10 feet of the principal structure. Mobile homes, industrialized housing, recreational vehicles, travel trailers, and any other wheeled or transportable structure shall not be used as accessory dwelling units.

3. Size of Accessory Dwelling Unit[16]

An accessory dwelling unit shall contain private sanitary facilities with hot and cold running water and cooking (range, oven) and food storage (full-size refrigerator/freezer) facilities. The accessory dwelling unit height will not exceed the height of the primary structure. Agricultural uses such as barns and silos are exempt from this provision.

4. Utilities. The accessory dwelling unit shall not have separate utility services unless the public utility determines that a separate meter is required for safety reasons.

5. Limit on Number

There shall be no more than one accessory dwelling unit on a lot in addition to the principal single-family dwelling.

B. Domesticated Farm Animals

The keeping of domesticated farm animals is allowed in the AG, R1-43, and R1-18 zoning districts. In the R1-43 and R1-18 districts, domesticated farm animals may only be kept on lots at least one-half acre in size or larger. Such animals shall be kept for only non-commercial purposes benefiting the residents of the subject property.

C. Home Occupations

A home occupation may be permitted as an accessory use to a principal dwelling unit in any of the residential or mixed-use districts, provided that:

[16] ORD. 18-17; 07/05/2017

1. Size/Area

The business or service is located within the dwelling or an associated permitted accessory building and does not exceed 20 percent of the combined floor area of the structures or 500 square feet, whichever is less.

2. Employees and Residency

The principal person or persons providing the business or service shall reside in the dwelling on the premises. The home occupation shall employ no more than one person who does not reside on the premises.

3. Neighborhood Compatibility

a. All vehicles used in connection with the home occupation shall be of a size, and located on the premises in such a manner, so as to not disrupt the quiet nature and visual quality of the neighborhood, and there shall be no more than two vehicles used in connection with any home occupation.

b. No more than two off-street parking spaces may be provided for the home occupation, in addition to those off-street parking spaces required for the dwelling itself pursuant to Section 5.6, *Off-Street Parking*, of this Development Code.

c. No additional parking areas other than driveways shall be located in the required front setback.

d. There shall be no advertising devices on the property, or other signs of the home occupation, that are visible from outside the dwelling or accessory building.

e. The use shall not be conducted in such a manner or advertised in such a way as to attract consumer traffic or other nonresidential traffic. Advertisements that are displayed in any media, including telephone directories, shall not give the street address of the home occupation location.

f. The home occupation shall not involve more than one (1) business caller or visitor at a time and not more than two (2) visitors per hour.

g. The property shall contain no outdoor display or storage of goods or services that are associated with the home occupation.

h. Wholesale or retail sales of goods shall not occur on the premises.

i. The home occupation shall not create traffic or parking congestion, noise, vibration, odor, glare, fumes, or electrical or communications interference that can be detected by the normal senses off the premises, including visual or audible interference with radio or television reception. No heavy machinery shall be operated in

connection with the home occupation. No home occupation shall use chemicals, materials, or equipment that are not normally found in a residential area.

4. Prohibited Home Occupations

The following uses, because of their impacts on the surrounding residential area, shall not be permitted as home occupations: auto repair or motorized implement repair; dance, music or other types of instruction (if more than four students are being instructed at one time); dental offices; medical offices; the painting of vehicles, trailers or boats; private schools with organized classes; motor vehicle towing operation; auto sales brokers (if any vehicles for sale are brought to the residence); barber shops having more than one chair, beauty shops having more than one chair; welding shops; and nursing homes.

D. Outdoor Display and Sales

Outdoor display and/or sale may be allowed as an accessory use for all commercial and industrial uses, provided that the display of such items does not impede the flow of pedestrian or vehicular traffic or create an unsafe condition. The outdoor display of goods shall meet all of the following requirements:

1. Outdoor display and/or sale shall require approval of the Director and may be subject to appropriate conditions by the Director to ensure compliance with the provisions of this subsection .

2. Display of goods shall not be in drive aisles, loading zones, fire lanes, or parking lots, and shall not obstruct any entrance to the building.

3. No goods shall be attached to a building's wall surface.

4. The outdoor display area shall take place on an improved surface such as the sidewalk or pavement, and be clearly marked by a contrasting paint color.

5. No outdoor displays shall be allowed in required landscape areas.

6. At least five (5) feet along the parking lot side of the display shall be maintained free of obstruction to allow for pedestrian and handicap movement, such that handicapped pedestrians and others do not have to enter the parking lot or drive aisle to walk around the display.

7. Outdoor display located within any rights-of-way is prohibited unless allowed under Chapter 9, Section 19-5, encroachment permit for sidewalk furniture (Class 2 permit).

E. Outdoor Storage

Outdoor storage is a permitted accessory use in the I-2 zoning district without restriction. In the C-3, BP, and I-1 zoning districts, outdoor storage is permitted through the site plan review process and subject to compliance with the following requirements:

1. Except for outdoor storage associated with industrial or agricultural uses, each outdoor storage area shall be incorporated into the overall design of the primary structure on the site and shall be located at the rear of the primary structure.

2. Each outdoor storage area shall be screened from view from all property lines and adjacent rights-of-way by an opaque fence or wall between six and eight feet in height that incorporates at least one of the predominant materials and one of the predominant colors used in the primary structure. The fence may exceed eight feet in height where the difference in grade between the right-of-way and the outdoor storage area makes a taller fence necessary to effectively screen the area. Materials may not be stored higher than the height of the primary structure. The perimeter of the fence or wall must be landscaped with a seven-foot wide strip containing a minimum of one tree for every 150 square feet of lot area.

3. A landscaped earthen berm may be used instead of or in combination with a required fence or wall.

4. If the outdoor storage area is covered, then the covering shall include at least one of the predominant exposed roofing colors on the primary structure.

5. No materials may be stored in areas intended for vehicular or pedestrian circulation.

6. No storage of any items may occur within the front setback area or within the one-half of the each side setback nearest the street.

F. Outdoor Storage (Vehicles)

1. Residential. Outdoor storage of vehicles, trucks, and recreational vehicles may be allowed as an accessory use in residential zoning districts subject to compliance with the following requirements:

   a. Off-street parking spaces for all vehicles shall be provided. The parking areas shall be paved with asphalt, bituminous, brick, concrete, or other surfaces of comparable durability to minimize nuisance from dust. Three (3) inches of crushed rock can be used but must be compacted and contained within a permanent border. Driveways leading to an RV Garage shall include a paver driveway or stained concrete.

   b. Only a single semi-trailer truck and/or a single recreational vehicle can be stored on a single residential lot.

   c. All semi-trailer trucks and recreational vehicles shall be parked within a garage or in the side, or rear yard.

   d. The truck or recreational vehicle shall be screened by a minimum six (6) foot high block wall or opaque wood fence. All screen walls,

fences, and gates shall be erected and maintained in conformance with the provisions of the zoning ordinance.

e. Recreational vehicles located on properties zoned for residential uses may not be utilized for living by any person.

f. There shall not be any type of vehicle stored on a vacant parcel of land.

2. Nonresidential. Outdoor storage of vehicles and equipment may be allowed as an accessory use in General Commerce (GC), Regional Commercial (C-3), Light Industrial (I-1), and Heavy Industrial (I-2) zoning districts only through the site plan review process and subject to compliance with the following requirements:

a. Except on sites undergoing construction activity, portable offices are allowed to be stored only in conjunction with a principal industrial use and shall be placed in the rear half of the lot.

b. Inoperable vehicles shall be stored only in conjunction with an industrial use completely screened from view of a public street.

c. There shall not be any type of vehicle stored on a vacant parcel of land.

d. Off-street parking spaces for all vehicles shall be provided. The driveway and parking areas shall be paved with concrete, asphalt, pavers, or a surface of similar durability.

3.4. TEMPORARY USES AND STRUCTURES

3.4.1. Purpose

This Section allows for the establishment of certain temporary uses, provided that a temporary use permit, if required, is properly obtained and the temporary use complies with the standards of this section.

3.4.2. Temporary Uses Allowed

The following temporary uses are allowed provided they comply with the conditions stated below:

A. Antennas, Temporary

Temporary antennas may only be allowed in the following instances:

1. In conjunction with a festival, carnival, or other permitted temporary use. The antenna(s) shall only be allowed commencing from one week prior to the event and be removed one week after the event.

2. In conjunction with a natural calamity such as a storm or other emergency as declared by the City's Police or Fire Departments, which calamity has damaged or destroyed the regular facilities, and the temporary facilities are needed to

restore service until the damage can be repaired or replaced. The facility owner or the service provider shall notify the City within 24 hours of the outage, and must receive an administrative permit if the temporary facility will be required for more than seven days.

B. Expansion or Replacement Facilities, Temporary

Expansion or replacement facilities are permitted, provided that they consist of transportable buildings that are pre-constructed and arrive at the site ready for occupancy and are readily removed and installed at other sites. Such facilities may include, but are not limited to, the following:

1. Expansion of existing religious assembly facilities, health care facilities, schools, and government offices following the approval of filed plans and applications for the permanent alteration/expansion of these facilities.
2. Temporary classroom space for existing schools.
3. Temporary office space for construction and security personnel during the construction of an approved development for which a grading or building permit has been issued
4. Temporary space for recreational uses provided in connection with an approved residential development under construction.
5. Temporary space for a non-residential or residential use following damage to or destruction of a building by fire or other catastrophic event.
6. Temporary office space (one per site) for hiring, membership solicitation, apartment office/leasing, and general office use following the issuance of a building permit for the construction of a permanent building.

C. Retail Sales, Temporary

Retail sales of products, including but not limited to Christmas trees, nursery products, agricultural produce, or fireworks, is permitted in any nonresidential district for a period not to exceed the number of days specified in the temporary use permit. Display of products need not comply with the yard and setback requirements of this Development Code provided that no display shall be located within an area restricted by the vision clearance area requirements of this Code or Engineering Design Standards.

D. Roadside Stand, Temporary

A temporary structure or use for the seasonal retail sale of locally grown food products such as food and vegetables may be allowed in the RR, AG and SF-43 districts. Additional right-of-way permits and/or business licensing may be required.

E. Sales/Leasing Office, Temporary

A temporary sales or leasing office that is located within a permanent structure, such as a model home, is permitted for residential development in any residential or mixed use zoning district until all of the lots, houses, or dwelling units are sold

or leased. A modular or manufactured building may be used for a period of six months, or until the first six lots/units or 10 percent of the lots/units that have been final platted/approved, whichever is less, are improved; after which time the modular or manufactured building must be replaced with a sales or leasing office within a permanent structure. Use of the sales or leasing office for sites outside of the project is prohibited.

F. Yard Sales, Temporary

Yard sales in agricultural and residential zones are permitted on any property where residential use is the principal use and do not require the issuance of a Temporary Use Permit under Section 3.4.4 *Temporary Use Permits*, unless the length or frequency of the yard sale exceeds that exempt under Section 3.4.4.B *Permit Exemptions*. Yard sales in mixed use development are only permitted on property where residential use is the principal use, and only after issuance of a Temporary Use Permit under Section 3.4.4 *Temporary Permits*. No yard sale may exceed 72 hours in any 30-day period.

G. Food Truck (Mobile Food Vendor)

Food trucks located on private property are temporary uses subject to the following:

1. Food trucks and all associated equipment shall not be located on a single property for greater than twelve (12) continuous hours within a 24-hour period, unless it is associated with a longer-term permitted temporary or special event. Food trucks which intend to permanently locate on a private property are permanent uses and require full site improvements and site plan review.

2. Food trucks, signs, seating, and associated customer parking shall be located entirely on private property on a paved or approved dust-free surface. Food trucks on public property shall be governed by the Buckeye City Code and applicable state law.

3. Food trucks shall not be located within 250-feet of residential zoned property

- **a.** Catering Service as defined by this Code shall not be subject to the limitation of this subsection.
- **b.** Assembly uses or non-residential uses that contain an on-site parking lot such as parks, libraries, and schools, shall not be subject to the limitations of this subsection.

4. Tents, temporary lighting, sound equipment, storage containers, coolers, refrigerators, storage buildings, permanent canopies or other structures

associated with the food truck are not permitted, unless approved through a special event.

5. Food trucks shall be operable/drivable, licensed and comply with all Maricopa County Health Department requirements.

6. Food truck shall be licensed in accordance with City of Buckeye license requirements.

H. Other Temporary Uses

The Director or their designee may approve other temporary uses or structures using the process established in Section 3.1.4, *Classification of New and Unlisted Uses*.

3.4.3. General Requirements for All Temporary Uses and Structures

All temporary uses or structures shall meet the following general requirements, unless otherwise specified in this Development Code:

A. Written property owner permission is required for all temporary uses.

B. Permanent alterations to the site are prohibited.

C. All temporary signs associated with the temporary use or structure shall comply with the standards of Section 5.11.5, *Temporary Signs* and shall be removed when the activity ends.

D. The temporary use or structure shall not violate any applicable conditions of approval that apply to a principal use on the site.

E. The temporary use standards of this section do not exempt the applicant or operator from any other required permits, such as health department permits.

F. If the property is undeveloped, it shall contain sufficient land area to allow the temporary use or structure to occur, as well as any parking and traffic movement that may be associated with the temporary use.

G. If the property is developed, the temporary use shall be located in an area that is not actively used by an existing approved principal use, and that would support the proposed temporary use without encroaching or creating a negative impact on existing buffers, open space, landscaping, traffic movements, emergency access, pedestrian circulation, or parking space availability. Tents and other temporary structures shall be located not to interfere with the normal operations of any permanent use located on the property.

H. All temporary lighting and sound equipment shall be directed away from adjacent rights-of-way and properties and extinguished/silenced at the close of business.

I. All temporary vehicles/structures/tents shall not exceed the maximum height allowed in the zoning district in which the temporary use is located.

3.4.4. Temporary Use Permits

A. Permit Required

All temporary uses and structures shall obtain a temporary use permit pursuant to the procedures set forth in Section 8.10, *Temporary Use Permits*, of this Development Code.

B. Permit Exemptions

Notwithstanding Subsections 3.4.2 and 3.4.3, the following temporary uses are deemed approved in any district and do not have to obtain a temporary use permit, provided that the proposed temporary use complies with the requirements in Subsections 3.4.2 and 3.4.3:

1. Events and temporary uses utilizing City property, public streets, or public rights-of-way, provided that the applicant shall coordinate with Community Services, Public Works, the Buckeye Police and Fire Departments, and comply with any conditions required by those departments. In addition, such events shall comply with the following:
    a. Lighting and sound equipment shall be directed away from adjacent residential uses;
    b. All temporary vehicles/structures/tents shall be located at least 50 feet from a residential use and not exceed 14 feet in height.
    c. Driveways, sidewalks, streets, or parking areas shall not be blocked or their function impeded. Provisions shall be made to provide for the safe and efficient flow of traffic during the event.
2. Up to seven, two-day garage or yard sales per year per dwelling unit;
3. Temporary car washes, provided that the total number of days is no more than seven per year;
4. Gatherings of less than 100 people, such as block parties, nonprofit bazaars, and fundraisers, provided such gatherings in residential areas are confined to the hours of 8 a.m. to 10 p.m.;
5. Temporary uses that occur wholly within an enclosed permanent building;
6. Construction Trailers, provided they are placed in conjunction with a construction permit. The structure is to be removed from the site prior to Certificate of Occupancy, or within 30 days after the final Certificate of Occupancy in the case of residential development;
7. Food Trucks; and
8. Temporary office space for construction and security personal.

3.5. DEFINITIONS OF USE CATEGORIES AND SPECIFIC USE TYPES

3.5.1. Purpose

This section defines the general use categories and specific use types listed in Table 3.1-1, *Table of Allowed Uses*.

3.5.2. Residential Uses[17]

A. Household Living

This use category is characterized by residential occupancy of a dwelling unit by a household. Tenancy is arranged on a month-to-month or longer basis (lodging where tenancy may be arranged for a period of less than 30 days is classified under the "Visitor Accommodation" category). Common accessory uses include recreational activities, raising of pets, gardens, personal storage buildings, hobbies, and parking of the occupants' vehicles. Specific use types include, but are not limited to:

1. Dwelling, Duplex
A dwelling designed for or used by two families living independently of each other in separate units.

2. Dwelling, Multi-Family
A dwelling designed for independent occupancy by three or more families in separate units.

3. Dwelling, Single-Family Detached
A dwelling designed for or used by one family and having no walls in common with adjoining dwellings.

4. Dwelling, Single-Family Flex
A dwelling within a Single-Family Flex development to be used by one family and may have walls in common and join adjacent dwellings or may be detached. The intent is to provide attainable housing.

5. Dwelling, Manufactured Home (Modular Home)
A structure, transportable in one or more sections, that is at least eight feet in width and thirty-two feet in length and that is built on a permanent chassis and designed to be used as a dwelling unit, with or without a permanent foundation, when connected to on-site utilities, and built on or after June 15, 1976, in accordance with the National Manufactured Home Construction and Safety Standards Act of 1974 and Title VI of the Housing and Development Services Act of 1974.

[17] ORD. 18-17; 07/05/2017

6. Dwelling, Mobile Home

A structure, transportable in one or more sections, that is at least eight feet in width and thirty-two feet in length and that is built on a permanent chassis and designed to be used as a dwelling unit, with or without a permanent foundation, when connected to on-site utilities, and that was not constructed in accordance with the National Manufactured Home Construction and Safety Standards Act of 1974 and Title VI of the Housing and Development Services Act of 1974. Residential use of mobile home constructed prior to 1976 is prohibited.

7. Dwelling, Zero Lot Line

A detached dwelling that has only one side yard.

8. Family

An individual or two (2) or more persons related by blood, marriage, or adoption. Also, a group of not more than six (6) persons, who need not be related, living together as a single housekeeping unit in a dwelling unit.

9. Mobile or Manufactured Home Park

A site with required improvements and utilities for the long-term parking/siting of mobile homes or manufactured homes, which may include services and facilities for the residents.

10. Mobile or Manufactured Home Subdivision

A subdivision with required improvements and utilities for the long-term parking/siting of mobile homes or manufactured homes on individual home lots, which may include services and facilities for the residents.

11. Townhome/Townhouse

A type of dwelling unit which is attached to at least one other dwelling unit. The dwelling units may be attached at a property line or they may be multiple units on a single lot. There is no vertical overlap of any dwelling units.

B. Group Living

This category is characterized by residential occupancy of a structure by a group of people who do not meet the definition of "Household Living." Tenancy is arranged on a monthly or longer basis, and the size of the group may be larger than a family. Generally, Group Living structures have a common eating area for residents. The residents may receive care, training, or treatment, and caregivers may or may not also reside at the site. Accessory uses commonly include recreational facilities and vehicle parking for occupants and staff. Specific use types include, but are not limited to:

1. Assisted Living, Residential

Premises used for the housing of and caring for the ambulatory, aged or infirm, other than a hospital, licensed by the Arizona State Department of Health Services for more than six (6), but not more than ten (10) persons in a residential setting. A residential assisted living home shall not be located on a lot within 1,200 feet, measured by a straight line in any direction, from another residential assisted living home, group home, or group recovery home as measured from property line to property line. The separation requirements shall not apply to residential assisted living homes, group homes, or group recovery homes separated by arterial roads.

2. Assisted Living, Commercial

Premises used for the housing of and caring for the ambulatory, aged or infirm, other than a hospital, licensed by the Arizona State Department of Health services for more than ten persons.

3. Boarding House/Guest Room

A building arranged or used for lodging with no more than five bedrooms, with or without meals, for compensation and not occupied as a single-family unit. The occupancy of one or two bedrooms for compensation shall not be considered a boarding, dormitory, or rooming house, provided not more than two guests occupy each bedroom.

4. Group Home

A residential facility licensed by the Arizona State Dept. of Health Services that provides residence and treatment for more than six (6), but no more than ten (10) persons who are mentally and/or physically handicapped. A group home shall not be located on a lot within 1,200 feet, measured by a straight line in any direction, from another group home, residential assisted living home, or group recovery home as measured from property line to property line. The separation requirements shall not apply to residential assisted living homes, group homes, or group recovery homes separated by arterial roads.

5. Group Recovery Home

A residential facility licensed by the Arizona State Dept. of Health Services which provides residence and treatment for more than six (6), but no more than ten (10) persons who are in the process of recovery and/or adjustment from alcoholism, drug abuse, or mental health afflictions. A group recovery home shall not be located on a lot within 1,200 feet, measured by a straight line in any direction, from another group recovery home, residential assisted living home, or group home as measured from property line to property line. The separation requirements shall not apply to residential assisted living homes, group homes, or group recovery homes separated by arterial roads.

6. Nursing Home

A health care facility, other than a hospital, licensed by the Arizona State Department of Health Services, designed to provide housing, meals, and treatment, and skilled nursing care on a long-term basis to more than six (6) individuals who, because of age, illness or infirmity, are unable to care for themselves.

7. Senior Housing

Senior housing is typically one- and two bedroom apartments or condominiums designed to meet the needs of restricted ages. Senior housing is typically occupied by persons 62 years of age and older or, if more than 150 units, persons 55 years of age and older.

8. Shelter Care Facility

A residential care facility for no more than ten persons which provides temporary lodging, meals, counseling, and full-time supervision to individuals and groups such as pregnant teenagers, victims of domestic violence, neglected children, and runaways for periods of less than 30 consecutive days.

9. Shelter Care Facility, Homeless

A facility which provides temporary lodging, meals, and sanitary facilities for no more than ten people without permanent housing.

3.5.3. Public/Institutional Uses

A. Community Service

Uses including buildings, structures, or facilities owned, operated, or occupied by a governmental entity or nonprofit organization to provide a service to the public. Specific use types include, but are not limited to:

1. Assembly Hall, Public

A building or structure, or group of buildings or structures, owned or operated by a public entity, intended primarily for the conducting of organized assembly. Accessory uses may include meeting rooms, kitchen facilities for preparation of food to be consumed on the premises, parking, and childcare provided for persons while they are attending assembly functions. Schools associated with assembly uses are not an accessory use.

2. Cemetery

Land used or dedicated to the interment of human or animal remains, including columbaria, mausoleums, mortuaries, and associated maintenance facilities when operated in conjunction with, and within the boundaries of, such cemetery.

3. Community Recreation Center

A facility providing recreation/pool facilities and/or meeting rooms, and typically oriented to the recreational needs of the residents of the surrounding area.

4. Crematorium or Funeral Parlor

A location containing properly installed, certified apparatus intended for use in the act of cremation, or an establishment for the preparation of the deceased for burial and the display of the deceased and rituals connected with, and conducted before, burial or cremation. This definition may include a facility for the permanent storage of cremated remains of the dead.

5. Government Administration and Civic Buildings

An office of a governmental agency that provides administrative and/or direct services to the public, such as, but not limited to: post offices, employment offices, public assistance offices, or motor vehicle licensing and registration services.

6. Public Safety Facility

The conduct of publicly owned safety and emergency services, such as, but not limited to, fire stations, police stations, and emergency medical and ambulance services.

7. Religious Assembly

A facility used primarily to provide assembly and meeting areas for religious activities. Accessory uses include cultural events, parking, caretaker's housing, buildings ancillary to a religious function, pastor's housing, and group living facilities such as convents.

8. Social Service Facility

A public or nonprofit facility that is not a hospital, nursing home, day care center, group care home, residential facility, boarding house, or health clinic.

B. Cultural Facility

A cultural facility displays or preserves objects of interest or provides facilities for one or more of the arts or sciences. Accessory uses may include parking, storage areas, offices, and gift shops. Specific use types include, but are not limited to:

1. Art Gallery or Museum, Public

Any permanent institution for the collection and display of objects of art or science, sponsored by a public or quasi-public agency and open and available to the public.

2. Library, Public

A permanent facility for storing and loaning books, periodicals, reference materials, audio and videotapes, computers, and other similar media open and available to the public.

C. Day Care Facility

Day Care uses include facilities that provide care for children or adults on a regular basis away from their primary residence. This category does not include public or private schools or facilities operated in connection with an employment use, shopping center, or other principal use, where children are cared for while parents or guardians are occupied on the premises or in the immediate vicinity. Accessory uses include offices, recreation areas, and parking. Specific use types include, but are not limited to:

1. Day Care, Commercial

An establishment licensed by the Arizona State Dept of Health Services providing care and supervision for five or more persons on a less than 24-hour basis. This classification includes nursery schools, preschools, day care centers for children or adults, and any other day care facility licensed by the State.

2. Day Care, Residential

An establishment licensed by the Arizona State Dept of Health Services that provides either child day care for at least six and not more than ten children or adult day care for at least six and not more than ten adults. The following uses are not a Residential Day Care use: Group Home; Group Recovery Home; Shelter Care Facility; Shelter Care Facility, Homeless; and Day Care, Home Occupation.

D. Education

Education uses are public (including charter), private, and parochial institutions at the primary, elementary, middle, high school, or post-secondary level, or trade or business schools, which provide educational instruction to students. Accessory uses include play areas, cafeterias, recreational and sport facilities, auditoriums, and before or after school day care. Specific use types include, but are not limited to:

1. College or University

A degree-granting institution, other than a trade school, that provides education beyond the high school level. The use includes, but is not limited to, classroom buildings, offices, laboratories, lecture halls, athletic facilities, and dormitories.

2. Private Elementary or Middle School

A private educational institution that satisfies the compulsory education laws of the State of Arizona for students in elementary grades.

3. Private High School

A private educational institution that satisfies the compulsory education laws of the State of Arizona for students in secondary education.

E. Health Care Facility

Health Care uses are characterized by activities focusing on medical services, particularly licensed public or private institutions that provide primary health services and medical or surgical care to persons suffering from illness, disease, injury, deformity, or other physical or mental conditions. Accessory uses may include laboratories, outpatient, or training facilities, and parking, or other amenities primarily for the use of employees in the firm or building. Specific use types include, but are not limited to:

1. Medical Office or Clinic

A public or private facility primarily engaged in furnishing, on an outpatient basis, chiropractic, dental, medical, surgical, medical imaging, or other services to individuals, including the offices of chiropractors, physicians, dentists, drug therapists, and other health practitioners, medical and dental laboratories, outpatient care and outpatient care facilities. Patients are not kept overnight except under emergency conditions.

2. Hospital

A public or private facility, which can include multiple buildings, for the accommodation of sick, injured, or infirm persons, and for the provision of related outpatient services. Services regularly include the keeping of patients overnight. Accessory uses include heliports and related facilities, and parking.

F. Parks and Open Space

Park and Open Space uses focus on natural areas, large areas consisting mostly of vegetative landscaping or outdoor recreation, community gardens, or public squares. Lands tend to have few structures. Accessory uses may include clubhouses, playgrounds, maintenance facilities, concessions, caretaker's quarters, and parking. Specific use types include, but are not limited to:

1. Arboretum or Botanical Garden

A public or private facility for the demonstration and observation of the cultivation of flowers, fruits, vegetables, or ornamental plants. Permitted accessory uses include gift shops, cafes, snack bars, and parking.

2. Campground

A parcel of ground where two or more campsites are located, established, or maintained for occupancy by camping units of the general public, including cabins, or tents, as temporary living quarters for recreation, education, or vacation purposes.

3. Community Playfields and Parks

A tract of land owned by a public entity and available to the general public for recreational purposes. This definition includes indoor recreational facilities, swimming pools, playgrounds, and lighted and unlighted athletic fields.

4. Parks and Nature Preserves, Not-For-Profit

An area that preserves or protects desert lands, associated endangered species, washes, critical environmental features, viewsheds, or other natural elements. Such areas may include pedestrian or equestrian easements.

G. Telecommunication Facility

Telecommunications facilities transmit analog or digital voice or communications information between or among points using electromagnetic signals via antennas, microwave dishes, and similar structures. Supporting equipment includes buildings, shelters, cabinets, towers, electrical equipment, parking areas, and other accessory developments. Specific use types include, but are not limited to:

1. Tower (Including any facility with a tower)

A structure in a fixed location used as an antenna or to support antennas for the primary purpose of transmitting and/or receiving electronic signals. This use includes wireless communication facilities with towers. This definition also includes non-residential broadcast, communication, transmission, and similar towers, either freestanding or attached to an adjacent broadcasting or transmitting facility.

2. Broadcasting or Recording Studio (no tower)

A building or portion of a building used as a place for radio or television broadcasting or recording but without a transmission tower.

3. Satellite Earth Station

A telecommunication facility that transmits to and/or receives signals from an orbiting satellite.

4. Stealth Monopole

A monopole that is disguised or camouflaged with a design that replicates vegetation (such as shaped like a palm tree, pine tree or cactus), flag pole, bell tower, church spire or architecturally integrated into an existing structure.

5. Transmitting Station (no tower)

Any facility utilized for the transmission of broadcast information but without a transmission tower. This use includes wireless communication facilities without towers.

6. Wireless Communication Facility (WCF)
A facility that sends and/or receives wireless communication signals, including but limited to, antennas, microwave dishes, antenna structures, towers, equipment enclosures and the land upon which they are all situated. Wireless Communications Facilities can be concealed, disguised or visible.

7. Wireless Communication Facility, Cell on Wheels (COW)
A portable self-contained cell site that can be moved to a location and set up to provide personal wireless services on a temporary or emergency basis. A COW is normally vehicle mounted and contains a telescoping boom as the antenna support structure.

8. Wireless Communication Facility, Co-Location
The act of siting multiple wireless communications providers in the same location and on the same support structure. Collocation also means locating onen or more additional Wireless Communications Facilities on a structure designed for a different purpose such as, but not limited to, buildings, water tanks, towers, flagpoles or utility poles without need to construct a new support structure.

H. Transportation Facility
This category includes facilities that receive and discharge passengers and freight. Accessory uses include freight handling areas, concessions, offices, parking, and maintenance and fueling facilities. Specific use types include, but are not limited to:

1. Airport
A place where aircraft can land and depart, usually equipped with landing field facilities for refueling and repair, and various accommodations for passengers.

2. Bus Terminal
Any premises for the transient housing or parking of motor-driven buses and the loading and unloading of passengers.

3. Heliport
An area designed to be used for the landing or takeoff of helicopters, which may include all necessary passenger and cargo facilities, fueling, and emergency service facilities.

I. Utility
This category includes both major utilities, which are infrastructure services providing regional or community-wide service, and minor utilities, which are infrastructure services that need to be located in or near the neighborhood where the service is provided. Services may be publicly or privately provided. Accessory uses may include control, monitoring, data, or transmission equipment.

1. Utility Facility, Major

A service of a regional nature that normally entails the construction of new buildings or structures, and that typically has employees on the site on an ongoing basis. Examples include, but are not limited to: wastewater treatment plans, water works, reservoirs, power or heating plants, and steam generating plants.

2. Utility Facility, Minor

A service that is necessary to support development within the immediate vicinity and that involves only minor structures. Employees typically are not located at the site on an ongoing basis. Examples include but are not limited to: electric transformer stations; gas regulator stations; telephone exchange buildings; well, water, and sewer pumping stations; water storage tanks; and water pressure regulating stations.

3. Solar Generation Station

An electrical energy generation plant comprised of one or more free-standing, ground-mounted devices that capture solar energy and convert it to electrical energy for use by an off-site electric utility provider. Solar generation stations typically utilize photovoltaic solar cells, but they can also be combinations of light reflectors, concentrators, and heat exchangers. A solar generation station is also known as a solar plant, solar generation plant, solar farm, concentrated solar power plant, solar power plant, or solar thermal power plat (if non-photovoltaic).

4. Water Treatment Plant

A water treatment plant is a facility that processes (or treats) water to make it potable.

3.5.4. Commercial Uses

A. Agriculture and Ranching

The use of land for purposes including farming and crop production, dairying, pasturage, horticulture, animal and poultry husbandry, and the necessary accessory uses for treating or storing of farm products and parking of equipment. Specific use types include, but are not limited to:

1. Agriculture

The growing and harvesting of crops for commercial purposes.

2. Commercial Ranch

An animal or crop production enterprise that may include employee housing, heavy equipment storage, and other related improvements.

3. Dairy

Area where dairy animals are kept for milking and from which a part or all of the milk is sold, offered for sale or supplied for human consumption,

and includes all buildings, yards, and premises occupied or used in connection with the production of milk.

4. Meat Processing
The production, processing, or packing of meat that is intended for human consumption or for use as animal food.

5. Residential Ranch
A single-family dwelling, with accessory uses such as non-commercial raising of crop and animals, farm buildings, storage of related equipment, and similar types of hobby farm activities. A residential ranch does not include caretaker housing, or other uses associated with a commercial ranch such as heavy equipment storage and commercial breeding.

6. Roadside Stand
A temporary structure for the seasonal retail sale of locally grown food products such as fruits and vegetables.

B. Animal Sales and Services
Animal Sales and Services uses involve the selling, boarding, or care of animals on a commercial basis. Accessory uses may include internal and/or external confinement facilities for animals, parking, and storage areas. Specific use types include, but are not limited to:

1. Animal Hospital
A place where household pets or livestock are given medical or surgical treatment and the boarding of animals is limited to short-term care incidental to the hospital use.

2. Animal Pet Shop, Retail
A retail establishment offering small animals, fish, or birds for sale as pets and where all animals are housed within the building.

3. Animal Training School
A facility that specializes in the training of household animals.

4. Kennel
Any structure or premise where five or more domestic animals over five months of age are kept. Also, any structure or premises on which five or more domestic animals, the majority of which are under five months of age are kept, which such animals are of the same species but are not related within three degrees. Among the domestic animals counted for this purpose shall be dogs, cats, miniature pigs, or any combination thereof.

5. Veterinary Clinic

An office or a clinic of a veterinarian where small animals and household pets are given medical, surgical, or health maintenance treatment. The boarding of animals is limited to short-term care incidental to the treatment clinic and must be a secondary use of the property.

C. Assembly

Assembly uses include facilities owned or operated by associations, corporations, or other persons for social, educational, or recreational purposes primarily for members and their guests. Accessory uses may include offices, meeting areas, food preparation areas, concessions, parking, and maintenance facilities. Specific use types include, but are not limited to:

1. Assembly Hall, Private

A building or structure, or group of buildings or structures, owned or operated by a private entity, intended primarily for the conducting of organized assembly. Accessory uses may include meeting rooms, kitchen facilities for preparation of food to be consumed on the premises, parking, and childcare provided for persons while they are attending assembly functions. Schools associated with assembly uses are not an accessory use.

2. Auditorium, Private

An open, partially enclosed, or fully enclosed facility used or intended to be used primarily for commercial entertainment events, expositions, and other public gatherings.

3. Fraternal or Social Club, Nonprofit

Buildings and facilities owned or operated by a corporation, association, person, or persons for a social, educational, or recreational purpose, to which membership is required for participation, and not primarily operated for profit nor to render a service that is customarily carried on as a business.

4. Country Club, Private Membership

An area of 25 acres or more containing, but not limited to, a golf course and a club house and available only to a private specific membership. Such a club may contain as adjunct facilities, a private club and dining room, swimming pool, tennis courts and similar service and recreation facilities.

D. Financial Service

Establishments that provide retail banking services, mortgage lending, and similar financial services to individuals and businesses. This classification includes those institutions engaged in the on-site circulation of cash money but does not include bail bond brokers. Accessory uses may include automatic teller machines, offices, and parking. Specific use types include, but are not limited to:

1. Financial Institution, With Drive-Through

An establishment that provides banking services, lending, or similar financial services to individuals and businesses. This definition includes those institutions engaged in the on-site circulation of cash money and check-cashing facilities but shall not include bail bond brokers. The establishment has a drive-through facility.

2. Financial Institution, Without Drive-Through

Same as the above use, but with no drive-through facility.

3. Check-Cashing Facilities

Any person(s) or establishment engaged in the business of cashing checks or accepting deferred deposits for a fee, service charge, or other consideration. Such uses are not licensed banks, trust companies, savings and loan associations, credit unions, development corporations, mortgage brokers, thrift companies, pawn brokers, or insurance companies.

E. Food and Beverage Service

Food and Beverage Service businesses serve prepared food or beverages for consumption on or off the premises. This use category does not include grocery stores, which are included in the General Retail category. Accessory uses may include food preparation areas, offices, and parking. Specific use types include, but are not limited to:

1. Food Sales, Wholesale

A facility that makes food on-site and may sell food items directly at the facility provided that any such sales are secondary and incidental to the primary operation of food production.

2. Bar, Lounge, or Tavern

A structure or part of a structure used primarily for the sale or dispensing and on-site consumption of alcoholic beverages or liquor by the drink, which may or may not serve food. Any facility providing both food and alcoholic beverages or liquor by the drink for on-site consumption that does not meet the definition of a restaurant shall be considered a bar, lounge, or tavern.

3. Catering Service

An establishment that prepares food for service at a remote site.

4. Drive-In Restaurant

A restaurant where customers purchase and consume prepared food on the premises in their automobiles.

5. Farmers Market

A building, structure, or tract of land with open air stands that is used for the primary purpose of retail sales of fresh fruits, vegetables, flowers, herbs, or plants. This definition may also include the accessory sales of other unprocessed foodstuffs, home processed food products, baked goods, and home-made handicrafts.

6. Food Truck (Mobile Food Vendor)[18]

A food truck or Mobile food vendor means any person who owns, controls, manages or leases a mobile food unit or contracts with a person to prepare foods and vend from, drive or operate a mobile food unit. For the purposes of this section, a mobile food unit means a food establishment that is licensed by this state, that is readily movable and that dispenses food or beverages for immediate service and consumption and other incidental retail items from any vehicle as defined in Arizona Revised Statutes Section 28-101.

7. Nightclub

A commercial establishment dispensing alcoholic beverages for consumption on the premises and in which dancing and musical entertainments are permitted.

8. Restaurant, Without Drive-Through

An area or structure in which the principal use is the preparation and sale of food and beverages. Operations may or may not include outdoor seating areas or outdoor food service, but the operation does not include a drive-through or drive-in facility.

9. Restaurant, With Drive-Through

An eating/drinking establishment in which the principal business is the sale of foods or beverages to the customer in a ready-to-consume state and in which the design or method of operation of all or any portion of the business allows food or beverages to be served directly to the customer in a motor vehicle without the need for the customer to exit the motor vehicle.

10. Restaurant with Drive-Through / No on-site dining/drinking

A retail food or drink establishment that only provides service from a drive-through or walk up window

F. Office

A facility generally focusing on business or professional services. Accessory uses may include cafeterias, health facilities, parking, or other amenities primarily for

[18] ORD. 11-20; 08/17/2020

the use of employees in the firm or building. Specific use types include, but are not limited to:

1. Office, Business or Professional

An establishment that provides executive, management, administrative, or professional services, but not involving the sale of merchandise except as incidental to a permitted use, and not including a medical office or clinic. Typical examples include real estate, insurance, property management, investment, employment, travel, advertising, law, architecture, design, engineering, accounting, broadcasting, call centers, and similar offices.

2. Research Laboratory

A facility for conducting medical or scientific research, investigation, testing, or experimentation; however, this does not include facilities for the manufacture or sale of products, except as incidental to the main purpose of the laboratory. This definition includes electronic and telecommunications laboratories, including assembly.

G. Recreation and Entertainment, Outdoor

Outdoor Recreation and Entertainment uses provide recreation or entertainment activities outside of an enclosed environment. Accessory uses may include concessions, snack bars, parking, and maintenance facilities. Specific use types include, but are not limited to:

1. General Outdoor Recreation, Commercial

Intensely developed recreational uses, lighted or unlighted, such as amusement parks, miniature golf courses, commercial tennis courts, batting cages, skateboard or skate parks or courses, bicycle motocross courses, water parks or slides, drive-in movie theaters, courses for paramilitary games, and archery facilities.

2. Golf Course, Unlighted

A tract of land laid out with a course having nine or more holes for playing the game of golf, including any accessory clubhouse, driving range, office, restaurant, concession stand, picnic tables, pro shop, maintenance building, restroom facility, or similar accessory use or structure. This term shall not include miniature golf courses as a principal or accessory use, nor shall it include driving ranges that are not accessory to a golf course, nor shall it include lighted golf courses.

3. Golf Course/Driving Range, Lighted

A tract of land laid out with a course having nine or more holes for playing the game of golf, including any accessory clubhouse, driving range, office, restaurant, concession stand, picnic tables, pro shop, maintenance building, restroom facility, or similar accessory use or structure. This term includes a lighted driving range without a golf course,

but shall not include miniature golf courses as a principal or accessory use.

4. Major Entertainment Facility, Outdoor
A large open or partially enclosed space used for games or major events, and partly or completely surrounded by tiers of seats for spectators.

5. Race Track (Auto, Dog, and Horse)
A measured course where animals or machines are entered in competition against one another or against time, including tracks used only in the training of animals.

6. RV Campground
Any plot or parcel of real estate upon which recreational vehicle sites are located for sleeping purposes for the general public as temporary (not to exceed 14 days) living quarters for recreation or vacation purposes, regardless of whether a charge is made for such accommodation.

7. RV Park
Any plot or parcel of real estate upon which two or more recreational vehicle sites are located, established, maintained, or occupied for dwelling or sleeping purposes, on a longer-than-temporary basis.

8. Shooting Range, Outdoor
An outdoor facility wherein firearms are shot at targets under strict rules of conduct and safety.

9. Zoo
An area, building, or structure(s) that contains wild and/or domesticated animals on exhibition for viewing by the public.

H. Recreation and Entertainment, Indoor
Indoor Recreation and Entertainment uses provide recreation or entertainment activities within an enclosed environment. Accessory uses may include concessions, snack bars, parking, and maintenance facilities. Specific use types include, but are not limited to:

1. Art Gallery or Museum, Private
Any permanent institution for the collection and display of objects of art or science, not operated by a public or quasi-public agency.

2. Fitness and Recreational Sports Center
A facility primarily featuring equipment for exercise and other active physical fitness and/or recreational sports activities, such as swimming,

skating, racquet sports, aerobic dance, gymnasium facilities, indoor soccer, yoga, and other kinds of sports and fitness facilities.

3. General Indoor Recreation, Commercial

An establishment offering entertainment, game playing, rides, or similar amusements to the public within an enclosed building. This shall include arcades, bowling alleys, billiard parlors, bingo parlors, laser tag parlors, and indoor shooting ranges.

4. Major Entertainment Facility, Indoor

A place or facility designed to accommodate activities that generally draw 1,000 persons or more to specific indoor events or shows. Activities are generally of a spectator nature. Examples include auditoriums, performing arts centers, and coliseums. Accessory uses may include restaurants, bars, concessions, parking, and maintenance facilities.

5. Movie Theater

An indoor theater for the showing of motion pictures.

I. Personal Services

Establishments that provide individual services related to personal needs directly to customers at the site of the business, or that receives goods from or returns goods to the customer, which have been treated or processed at that location or another location. Specific use types include, but are not limited to:

1. Dry Cleaning and Laundry Service

An establishment where laundry or dry cleaning is dropped off by customers or picked up by customers and that also includes on-site laundry and/or cleaning activities, including related operation of equipment and machinery. Establishments that do not include on-site cleaning activities are classified as "general personal services."

2. General Personal Services

An establishment, whether for consideration or not, that provides care, advice, aid, maintenance, repair, treatment, or similar semi-technical, technical, or experienced assistance, other than the practice of a profession and wholesale or retail sale of goods. Examples included, but are not limited to, shoe repair, beauty and barber shops, massage therapy, rehabilitation therapists, tanning salons; and dry cleaning pick-up and drop-off shops that do not conduct dry cleaning on the premises.

3. Instructional Services or Trade School

A specialized instructional establishment that provides on-site training of business, artistic, or commercial skills, or a trade school that prepares students for jobs in a trade (e.g., carpentry). Examples include, but are not limited to, fine arts schools, computer instructional services, and driving schools.

J. Retail (Sales)

Retail (Sales) firms are involved in the sale, lease, or rent of new or used products to the general public. No outdoor display is permitted unless specifically authorized by this Development Code. Accessory uses may include offices, parking, storage of goods, and assembly, repackaging, or repair of goods for on site sale. Specific use types include, but are not limited to:

1. Alcoholic Beverages, Retail Sales

A retail establishment, such as a liquor store, licensed to sell alcoholic beverages such as beer, wine, and liquor. No on-site consumption is allowed.

2. Convenience Store with Gas Sales

An establishment with a gross floor area of less than 5,000 square feet engaged in the sale of convenience goods, such as pre-packaged food items, tobacco, over-the-counter drugs, periodicals, and other household goods; and which also provides the retail sale of petroleum products that are dispensed through gasoline pumps and other supplies for motor vehicles.

3. Feed Store

An establishment engaged in the retail sale of supplies directly related to ranching or dairy operations.

4. General Retail

A commercial enterprise that provides goods directly to the consumer, where such goods are available for immediate purchase and removal from the premises by the consumer. Examples include, but are not limited to: apparel shops, appliance sales, auto parts stores, bait shop, bakeries, bookstores, convenience stores without gas pumps, department stores, factory outlet stores, and florists.

5. Large Retail

A building that meets the definition of "general retail" and is 75,000 square feet or greater, but not including a building materials sales establishment.

6. Plant Sales, Retail

Land or greenhouses used for retail sale of flowers, shrubs, and plants.

7. Nursery and Plant Sales, Wholesale

The use of land, buildings or structures for the production of flowers, shrubs, and plants and their sales at wholesale. Incidental retail sales are allowed.

8. Open-Air Market or Flea Market

An indoor or outdoor premises where the main use is the sale of new or used household goods, personal effects, tools, artwork, appliances, and similar merchandise, objects, or equipment in small quantities, in stalls, lots, parcels, or in bulk, for the use, sale or consumption by the immediate purchaser in a building, open air, or partly enclosed booths or stalls not within a wholly enclosed building. This definition does not include retail sidewalk sales or garage sales.

9. Sexually Oriented Business

Shall be as defined in Chapter 8 of the City Code. In addition, all use standards adopted by Ordinance 72-04 shall remain in full force and effect.

10. Tobacco Oriented Retailer[19]

An establishment engaged in the sale and/or display of tobacco related products, including, but not limited to: cigarettes, electronic cigarettes & vapor products (vaping), chewing and dipping tobacco, cigarette papers, or any other instrument or paraphernalia for the smoking or ingestion of tobacco and products prepared from tobacco. This includes uses such as, but not limited to, a cigar store, head shop, vapor store or hookah lounge. A tobacco-oriented retailer shall not include any establishment over 10,000 square feet in gross floor area, or any establishment devoting less than 15 percent of its floor space to the sale/display of tobacco related products.

K. Vehicles and Equipment

Vehicles and Equipment uses include a broad range of uses for the maintenance, sale, or rental of motor vehicles and related equipment. Accessory uses may include incidental repair and storage, offices, and sales of parts. Specific use types include, but are not limited to:

1. Boat, RV Storage

A facility where boats and/or recreational vehicles are stored outside for 72 hours or more.

2. Boat, RV Sales and Rental

An establishment primarily engaged in the display, sale, or lease of marine vehicles and/or recreational vehicles.

3. Car Wash

A facility, coin operated, automatic, or hand wash, for the cleaning of automobiles, providing either self-serve facilities or employees to perform washing operations.

[19] ORD. 14-15; 07/07/2015

4. Gasoline Sales

Any area used for retail sale of gasoline or oil fuels, or automobile accessories and incidental services. The use may only include facilities allowed under either major or minor vehicle service and repair if such use is allowed in the zoning district.

5. Parking Structure

A structure designed with one or more levels partially or fully enclosed, used for the parking of motor vehicles. The facility may be above, below, or partially below ground. This use does not include private carports or garages.

6. Truck Stop

A commercial facility whose primary purpose is to provide service and maintenance to diesel powered trucks and tractor trailers, including bays for truck washing and fuel dispensing, but excluding the overhaul of large diesel trucks or engines. Other facilities may also be present, such as convenience markets, motels and restaurants.

7. Truck Repair and Overhaul

A facility for the overhaul of large diesel engines and/or the performance of major repairs to or rebuilding of large diesel trucks or tractor/trailer combinations.

8. Vehicle Sales and Rental

An establishment engaged in the display, sale, leasing, or rental of new or used motor vehicles. Vehicles include, but are not limited to, automobiles, light trucks, vans, trailers, recreational vehicles, motorcycles, personal watercraft, utility trailers, all-terrain vehicles, and mobile homes. Minor vehicle repair is allowed as an accessory use.

9. Vehicle Service and Repair, Major

An establishment engaged in the major repair and maintenance of automobiles, motorcycles, trucks, vans, trailers, recreational vehicles, mobile homes, or snowmobiles. Services include engine, transmission, or differential repair or replacement; body, fender, or upholstery work; tire replacement; and painting.

10. Vehicle Service and Repair, Minor

An establishment engaged in light maintenance activities such as engine tune-ups; oil change or lubrication; carburetor cleaning; muffler replacement; brake repair; seasonal tire shops; and detailing and polishing. Vehicle parts are sold and are ordinarily installed on the premises. Major automotive repairs are prohibited except where specifically permitted by terms of a specific use approval.

11. Vehicle Storage

Storage of operable vehicles on a commercial basis; provided, however, that such Vehicle Storage shall not include junk and salvage yards or storage of abandoned vehicles.

L. Visitor Accommodation

For-profit facilities where lodging, meals, and the like are provided to transient visitors and guests for a defined period. Specific use types include, but are not limited to:

1. Bed and Breakfast

One building containing no more than eight sleeping rooms that are occupied or intended or designed to be occupied as the temporary abiding place of persons who are lodged with or without meals, for compensation, but not including a trailer court or camp, hospital, asylum, orphanage, or building where persons are housed under restraint. The building is occupied by either the owner or a resident manager.

2. Hotel or Motel

A building or group of buildings with continuous on-site management and containing nine or more sleeping rooms that are occupied or intended or designed to be occupied as the temporary abiding place of persons who are lodged with or without meals, for compensation.

3. Resort

A group or groups of buildings containing more than five dwelling units and/or guest rooms and providing outdoor recreational activities that may include golf, horseback riding, swimming, shuffleboard, tennis, and similar activities. A resort may furnish services customarily furnished by a hotel, including a restaurant, cocktail lounge, and convention facilities.

M. Industrial Service

Industrial Service firms are engaged in the repair or servicing of agricultural, industrial, business, or consumer machinery, equipment, products, or by-products. Firms that service consumer goods do so by mainly providing centralized services for separate retail outlets. Contractors and similar uses perform services off-site. Few customers come to the site. Accessory activities may include sales, offices, parking, and storage. Specific use types include, but are not limited to:

1. Building Material Sales, Indoor Retail

An establishment for the sale of materials, hardware, and lumber customarily used in the construction of buildings and other structures, and where most display and sale of materials occurs inside the primary structure. Outdoor storage is allowed as an accessory use.

2. Building Material Sales, Outdoor or Wholesale

Outdoor sale of materials, hardware, and lumber customarily used in the construction of buildings and other structures, including facilities for storage.

3. Drilling Company, No Outside Storage

A permanent facility for the drilling or storage of fossil fuels and fossil fuel byproducts including, but not limited to, gasoline, diesel fuel, and motor oil. Uses include those that store such products for transportation. Storage of gaseous products such as liquefied natural gas (LNG), compressed natural gas (CNG), butane, and propane for immediate use by the final consumer are not included in this definition.

4. Drilling Company, With Outside Storage

A permanent facility for the drilling or storage of fossil fuels and fossil fuel byproducts including, but not limited to, gasoline, diesel fuel, and motor oil. Uses include those that store such products for transportation. Storage of gaseous products such as liquefied natural gas (LNG), compressed natural gas (CNG), butane, and propane for immediate use by the final consumer are included in this definition.

5. Resource Extraction

The on-site extraction of surface or subsurface mineral products or other natural resources, including but not limited to quarries, burrow pits, sand and gravel operations, oil and gas extraction, and mining operations.

6. General Industrial Service

Establishments engaged in the storage, repair, or servicing of agricultural, industrial, business, or consumer machinery, equipment, products, or by-products. Examples include: construction materials storage; welding shops, machine shops; tool repair; electric motor repair; repair of scientific or professional instruments; repair, storage, salvage, or wrecking of heavy machinery; heavy truck servicing and repair; aircraft servicing and repair; tire retreading or recapping; and gas and liquid fuel distributors. Accessory activities may include retail sales, offices, parking, and storage.

N. Manufacturing and Production

This use category includes firms involved in the manufacturing, processing, fabrication, packaging, or assembly of goods. Natural, constructed, raw, secondary, or partially completed materials may be used. Products may be finished or semi-finished and are generally made for the wholesale market, for transfer to other plants, or to order for firms or consumers. Custom industry is included (i.e., establishments primarily engaged in the on-site production of goods by hand manufacturing involving the use of hand tools and small-scale equipment). Goods are generally not displayed or sold on site, but if so, such activity is a subordinate part of sales. Relatively few customers come to the

manufacturing site. Accessory activities may include retail sales, offices, cafeterias, parking, employee recreational facilities, warehouses, storage yards, repair facilities, truck fleets, and caretaker's quarters. Specific use types include, but are not limited to:

1. Assembly, Light

An establishment engaged only in the on-site assembly of goods. No manufacturing of parts occurs. Goods are shipped to the establishment, assembled, packaged, and reshipped. Assembly and packaging involve only the use of hand tools or domestic mechanical equipment not exceeding two horsepower or a single kiln not exceeding eight kilowatts. Typical light assembly uses include ceramic studios and custom jewelry manufacturing.

2. Manufacturing, Heavy

An establishment engaged in the manufacture or compounding process of raw materials. Such activities may include the storage of large volumes of highly flammable, toxic matter or explosive materials needed for the manufacturing process. Examples include but are not limited to: refining or initial processing of raw materials; rolling, drawing, or extruding of metals; asphalt batching plants; sawmills; meat slaughtering or packing house; and manufacture or packaging of cement products, feed, fertilizer, flour, glue, paint, petroleum products, soap, turpentine, varnish, charcoal, or distilled products.

3. Manufacturing, Light

An establishment engaged in the manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales, and distribution of such products, but excluding basic industrial processing. Examples include, but are not limited to: airplane, automobile, or truck assembly, remodeling, or repair; bottling works; boat building, machine or blacksmith shops; metalworking or welding shops; paint shops; and printing and publishing shops.

O. Warehouse and Freight Movement

Firms involved in Warehouse and Freight Movement are engaged in the storage or movement of goods for themselves or other firms. Goods are generally delivered to other firms or the final consumer, except for some will call pickups. There is little on-site sales activity with the customer present. Accessory uses may include offices, truck fleet parking, and maintenance areas. Specific use types include, but are not limited to:

1. Mini-Storage, Indoor

A building or group of buildings with controlled access that contains varying sizes of individual, compartmentalized, and controlled access

stalls or lockers for the storage of customers' goods or wares, and in which only indoor access is provided to storage units.

2. Mini-Storage, Outdoor

A building or group of buildings with controlled access that contains varying sizes of individual, compartmentalized, and controlled access stalls or lockers for the storage of customers' goods or wares, and which allows outdoor access to storage units.

3. Motor Freight Terminal

A facility for freight pick-up, distribution, and storage. This may include intermodal distribution facilities for truck or shipping transport.

4. Storage Yard

Any lot or portion of a lot that is used for the sole purposes of the outdoor storage of fully operable motor vehicles, construction equipment, construction materials, or other tangible materials and equipment.

5. Office Warehouse

A structure containing both offices and a warehouse for storing products associated with the business. The office component of this use shall be least 50 percent of the overall floor area of the structure.

6. Warehouse

A structure containing an area available for the purpose of storing raw materials, goods, or property. Such storage may include heavy equipment and machinery, and incidental minor repairs to the equipment or machinery.

7. Distribution Warehouse

A distribution warehouse is a type of warehouse designed to service goods nearing the end of the supply chain. Items are already manufactured and ready to be distributed to retailers or customers. Storage is temporary until being transported to the final destination.

8. Storage Warehouse

A storage warehouse is a facility that stores furniture, household goods, or other commercial or industrial items, including heavy equipment and machinery, materials or products.

9. Wholesale Establishment

An establishment primarily engaged in the sale or distribution of goods and materials in large quantity to retailers or other businesses for resale to individual or business customers, and limited retail uses when directly associated with the wholesale use. This term shall not include heavy manufacturing, resource extraction, bulk storage of hazardous materials, or scrap or salvage operations.

P. Waste and Salvage

Waste and Salvage firms receive solid or liquid wastes from others for disposal on the site or for transfer to another location. The category includes uses that collect sanitary wastes, or uses that manufacture or produce goods or energy from the composting of organic material or processing of scrap or waste material. Waste and Salvage uses also include uses that receive hazardous wastes from others. Accessory uses may include recycling of materials, offices, and repackaging and shipment of by-products. Specific use types include, but are not limited to:

1. Auto Wrecking and Salvage Yard

Any lot upon which two or more motor vehicles of any kind, which are incapable of being operated due to condition or lack of license or registration, have been placed for the purpose of obtaining parts for recycling or resale.

2. Recycling Center, Outdoor

A facility in which recoverable resources such as newspapers, glassware, plastics, and metal cans are recycled, reprocessed, and treated to return such products to a condition in which they can again be used for production, and in which some of the operations or storage take place outside of an enclosed building. This facility is not a junkyard or salvage yard.

3. Recycling Center, Indoor

A facility in which recoverable resources such as newspapers, glassware, plastics, and metal cans are recycled, reprocessed, and treated to return such products to a condition in which they can again be used for production, and in which no operations or storage take place outside of an enclosed building. This facility is not a junkyard or salvage yard.

4. Landfill

A planned and approved method or system of waste disposal in which the waste is disposed of or buried in layers, compacted by earth or other approved methods, also known as sanitary landfill.

Q. Medical Marijuana Uses (See Section 3.2.3.K for applicable use specific regulations)

1. Medical Marijuana

"Marijuana" for "Medical Use" as those terms are defined in ARIZ. REV. STAT. § 36-2801.

2. Medical Marijuana Dispensary

A nonprofit medical marijuana dispensary as defined in ARIZ. REV. STAT. § 36-2801 and duly registered and certified pursuant to ARIZ. REV. STAT. § 36-2804.

3. Medical Marijuana Cultivation Location

Any facility, building, or location that grows, cultivates or processes medical marijuana, including, but not limited to the following: (i) a medical marijuana dispensary that cultivates medical marijuana on its site; (ii) the one additional location, if any, duly identified pursuant to ARIZ. REV. STAT. § 36-2806(E) during the process of registering a medical marijuana dispensary where marijuana will be cultivated for sale at a medical marijuana dispensary; (iii) any location for the cultivation of marijuana by a qualifying patient or designated caregiver permitted under ARIZ. REV. STAT. § 36-2801 *et seq.;* and (iv) includes a facility that incorporates or processes medical marijuana into a consumable or edible product.

3.5.5. Accessory Uses[20]

A. Accessory Dwelling Unit

A dwelling unit that is secondary to the principal single household dwelling unit in terms of gross floor area, intensity of use, and physical character, but which has kitchen and bath facilities separate from the principal dwelling and a separate entrance. Accessory Dwelling Units share the same utility meter as the principal dwelling unit. Accessory Dwelling Units are also known as a granny flat, mother-in-law apartment, or carriage house.

B. Home Occupation

A commercial activity conducted entirely within a dwelling or accessory structure (in a residential zoning district) that can be conducted without any significantly adverse impact on the surrounding neighborhood.

1. Day Care, Home Occupation

A permanent residential unit where an occupant provides day care and supervision for no more than five children or adults not residing in the household, whether or not for compensation. The following uses are not a Home Occupation Day Care use: Group Home; Group Recovery Home; Shelter Care Facility; Shelter Care Facility, and Homeless Shelter and Day Care, Home Occupation.

2. Foster Home, Home Occupation

A home maintained by any individual(s) having the care or control of no more than 5 minor children, other than those related to each other by blood or marriage, or related to such individuals, or who are legal wards of such individuals which is licensed by the appropriate government agency.

[20] ORD. 18-17; 07/05/2017; [21] ORD X-24; 2/20/2024

ARTICLE 4: DIMENSIONAL STANDARDS

4.1. TABLES OF DIMENSIONAL STANDARDS

All primary and accessory structures are subject to the dimensional standards set forth in the tables in this section. These general standards may be further limited or modified by other applicable sections of this Development Code. General rules for measurement and exceptions are in Section 4.2, *Measurements and Exceptions*.

4.1.1. Residential Districts[6]

TABLE 4.1-1: DIMENSIONAL STANDARDS – RESIDENTIAL DISTRICTS *[Bracketed numbers refer to notes at the bottom of the table.]*											
District		**R1-43**	**R1-18**	**R1-10**	**R1-6**	**R1-3**	**R1-1**	**SFF**	**MF-1**	**MF-2**	**MH**
Density, maximum (du/gross acre)		-	-	-	-	-	-	-	15.0	No max; 15.1 min	8.0
Lot Dimensions, minimum	**Lot Size (sq. ft.)**	43,000	18,000	10,000	6,000	3,000	1,000	-	-	-	4,500 MH 1,500 RV
	Lot Width (ft) *[1]*	140	100	80	55	30	20	-	-	-	35
Setbacks, minimum	**Front (ft)**	40	25	21	Front-loaded garage – 20 Side-loaded garage – 15 Living – 10	8	0	Front-primary entrance faces ROW – 10 ft. Garage door faces ROW – 20 ft.	15	0	10
	Side (ft) *[2] [3]*	20	15	10	5 w/ 13 aggregate	5	0 w/ 5 aggregate	10 ft. from side perimeter	5	0	5
	Rear(ft) *[3]*	30	30	25	20	10	8	10 ft. from rear perimeter	15	10	10
Lot Coverage, maximum (%) *[4]*		30	45	45	60	70	80	-	70	95	40
Building Height, maximum (feet)		35	35	35	35	45	50	45	50	-	30

NOTES:
[1] Lot width is measured at front building line.
[2] An additional 5 feet of setback shall be required for all corner lots adjacent to public arterial right-of-way.
[3] Accessory buildings will not be located closer than three (3) feet from any property line. The side and rear yard setback shall be five (5) feet for accessory structures which exceed ten (10) feet in height. Accessory structures with vehicle entrances which directly face an alley shall be setback at least 10 feet from the property line along the alley.
[4] Lots that have an RV Garage within an R1-18 and R1-10 Districts shall be allowed up to 55% lot coverage.[1]

[1] ORD. 09-18, 03/07/2018

4.1.2. Mixed-Use Districts[6]

TABLE 4.1-2: DIMENSIONAL STANDARDS – MIXED-USE DISTRICTS *[Bracketed numbers refer to notes at the bottom of the table.]*							
District		**NMU**	**CMU**	**RMU**	**IMU**	**DC**	**DR**
Residential density, maximum (DU/gross acre)		10.0	15.0	no max; >15.0 minimum	-	-	15.0
Lot Size, minimum (sq. ft.)		-	Minimum district size: 5.0 acres	Minimum district size: 15.0 acres	-15 unless converted from GC	-	-
Setbacks	**Front (ft)**	-	- Maximum: 20	- Maximum: 20	- Adjacent to arterial – 40 All others – 20	Maximum: 20	- Maximum: 20
	Side (ft) ***[1][3]***	-	-	-	Adjacent to residential district – 75 Adjacent to rail ROW – - All others - 20-	-	-
	Rear(ft) ***[2][3]***	-	-	-	Adjacent to residential district – 75 Adjacent to rail ROW – - All others - 20	*5*	*5*
Lot Coverage, maximum (percent)		*70*	90	90	*75-*	-	-
Building Height, maximum (feet)		*50*	90	Min: 30 No Max	55 at setback; increase 1 ft for every 3-ft in additional setback to a max of 120	-	-

NOTES:
[1] Corner lots shall have a minimum 10-foot side setback on the street sides.
[2] If alleys are used in a development, there is a minimum 30' building face to building face separation across the alley.

4.1.3. Non-Residential and Other Districts[2,6]

TABLE 4.1-3: DIMENSIONAL STANDARDS – NON-RESIDENTIAL AND OTHER DISTRICTS								
District		**PO**	**C-1**	**C-2**	**C-3**	**BP**	**I-1**	**I-2**
Lot Coverage, maximum (percent)		70	50	60	70	70	80	80
District Size, minimum (acres)		-	-	-	15	15	-	15
Setbacks, minimum	**Front (ft)**	Adjacent to residential district - 10 All others - -	Adjacent to residential district - 15 All others - -	Adjacent to residential district - 20 All others - -	Adjacent to residential district - 50 All others - -	Setback from peripheral property line: 25 Adjacent to residential district - 50	Adjacent to arterial – 40 All others – 20	Adjacent to arterial – 50 All others – 20
	Side (ft) [1]	10	Adjacent to residential district – 30 All others - -	Adjacent to residential district – 50 All others – -	Adjacent to residential district - 80 All others - -		Adjacent to residential district – 75 Adjacent to rail ROW – - All others - 20	Adjacent to residential district – 100 Adjacent to rail ROW – - All others - 20
	Rear (ft)[1]	Adjacent to residential district - 20 All others - -	Adjacent to residential district - 30 All others - -	Adjacent to residential district - 50 All others - -	Adjacent to residential district - 80 All others - -		Adjacent to residential district – 75 Adjacent to rail ROW – - All others - 20	Adjacent to residential district – 100 Adjacent to rail ROW – - All others - 20
Building Height, maximum (feet)		90	30	50	90	50	55 at setback; increase 1 ft for every 3-ft in additional setback to a max of 120	65 at setback; increase 1 ft for every 3-ft in additional setback to a max of 120

*The maximum height can be established at the setback line if the setback is adjacent to railroad and at least 250-feet away from any existing residential home, though the maximum height will still be required to meet the incremental height allowances on all other sides of the project parcel that may result in only portions of the railroad adjacent to the building permitted to achieve the maximum height at the setback line.

[2] ORD. 06-13; May, 21, 2013

4.2. MEASUREMENTS AND EXCEPTIONS

4.2.1. Density

A. Acre, Gross

Means a measure of land area (43,560 square feet).

B. Density

Means the number of dwelling units allowed for each gross acre of land, and is determined by dividing the number of dwelling units on a site by the gross acreage of the site, including dedicated rights-of-way, private streets, and open space set asides. In the determination of the number of residential units to be allowed on a specific parcel of land, a fractional unit equal to or greater than one-half of a unit shall be rounded up to equal a full unit.

C. Dwelling Units Allowed

The number of dwelling units allowed on a site is based on the presumption that all other applicable standards of this Development Code shall be met. The maximum density established for a zoning district is not a guarantee that such densities may be obtained, nor a valid justification for varying or modifying other dimensional or development standards.

4.2.2. Lot Size[6]

A. Minimum Lot Dimensions

Any lot that is created, developed, used, or occupied shall meet the minimum lot size and frontage requirements in Tables 4.1-1, 4.1-2, and 4.1-3 for the zoning district in which it is located, except as otherwise established in this Development Code for particular uses. New lots shall also meet the development standards set forth in Section 6.3.6, *Lots*. Single-Family Flex (SFF) Districts are exempt from Section 6.3.6.

B. Number of Principal Buildings or Uses Per Lot

1. Only one main building for single-family or two-family with permitted accessory buildings may be located upon a lot. Single-Family Flex (SFF) District are exempt from this provision. Every dwelling should face or front upon a street. Single-Family Flex (SFF) Districts are exempt from this provision if they are internal to the development.

2. Where a lot or tract of land is used for mixed use, commercial, or industrial purposes, more than one main building may be located upon the lot but only when such buildings conform to all requirements of this Development Code applicable to the uses and district.

4.2.3. Setbacks

A. Required Setbacks[6]

1. A building, structure, or lot shall not be developed, used, or occupied unless it meets the minimum setback requirements set forth in Section 4.1 for the zoning district in which it is located. Setbacks shall be measured

from the lot or property lines. Single-Family Flex (SFF) District dimensions shall be measured from the perimeter property lines.

2. A setback or other open space required by this Development Code for one building, structure, or lot shall not be included as part of a setback or other open space required by this Development Code for another building or structure or lot.

B. Projections into Required Setbacks, General[3][4]

Setbacks shall be unoccupied and unobstructed by any structure or portion of a structure from 30 inches above grade upward, except that certain structures may project into required front, side, or rear setbacks as specified in this subsection. Any structure covered with a roof or lattice shall count toward maximum lot coverage restrictions:

1. Paved Terraces

Paved terraces may project into any required setback, provided that no structures placed there shall violate other requirements of this Development Code and are at least one (1) foot from the property line.

2. Unroofed Landings, Decks, Stairs and Balconies

Unroofed landing, decks, and stairs may project into required setbacks, provided that no portion other than a handrail shall extend higher than 30 inches above the finished grade level. Unroofed balconies may project into a required side or rear yard provided these projections are at least five (5) feet from the side lot line and ten (10) feet from the rear lot line.

3. Incidental Architectural Features

Cornices, eaves, overhangs, canopies, sunshades, gutters, chimneys, flues, belt courses, headers, sills, pilasters, lintels, ornamental features, and other similar architectural features may project not more than three (3) feet into any required front yard and two (2) feet beyond the required side or rear yard provided these projections are at least three (3) feet from the lot line.

4. Roofs Over Porches and Other Exterior Approaches[5]

Roofs or lattice structures over porches, patios, stairways, landings, terraces or other exterior approaches to pedestrian doorways may encroach up to five (5) feet into a front setback area.

The posts of an attached roof or lattice structure shall follow the principal structure side yard setback and shall be setback ten (10) feet from the rear property line. The roof or lattice structure may overhang up two (2) feet into the aforementioned rear yard setback and side yard setbacks.

Such structures shall be enclosed by no more than a railing or screen.

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[3] ORD 25-17; 12/19/2017
[4]Subsection appears as revised per Ordinance No. 39-10
[5]ORD. 39-10; [6] ORD X-24; 2/20/2024

C. Projections Into Easements and Rights of Ways Prohibited[6]

Projections shall not extend or encroach into any easement(s) or right(s)-of-way unless approved by the Public Works Department, within a Public Utility Easement, and have a written confirmation that public utilities in the area approve of the design shall be provided to the City

D. Americans with Disabilities Act (ADA) Ramps[6]

ADA access ramps may be located within required front, side, and rear setbacks.

E. Bay Windows

Bay windows that are not more than eight feet in width where the projection breaks the plane of the wall may project no more than three feet into any required yard setback.

F. Private Garages and Carports

A private garage or carport may project into a required setback abutting a public alley, in accordance with other requirements of this Development Code.

G. Contextual Front Setbacks

The following exceptions to the front setback requirements for dwellings fronting local streets, not collector or arterial streets, are authorized for a lot in any district.

1. If there are dwellings on both abutting lots with front setbacks of less than the required depth for the district, the front setback of the lot need not exceed the average front setback of the abutting dwellings.

2. If there is a dwelling on one abutting lot with a front setback of less than the required depth for the district, the front setback for the lot need not exceed the average of the required setback and the front setback of the abutting dwelling.

H. Double-Frontage Lots

In the case of double-frontage lots, front setbacks shall be provided on all frontages, unless the prevailing front setback pattern on adjoining lots allows for an exception under the contextual front setback provision above.

I. Setbacks from Private Roads[6]

Whenever a private road serves more than three lots/dwelling units or serves any non-residential use tending to generate traffic equivalent to more than three dwelling units, all setbacks shall be provided in conformance with those setbacks required for lots served by public streets. Single-Family Flex (SFF) Districts are exempt from this requirement.

4.2.4. Building Height

A. Height Requirements Generally

No building shall be erected or altered that will exceed the height limit for the respective zoning district, unless otherwise provided in subsection B.

B. Height Exceptions for Appurtenances

Except as specifically provided elsewhere in this Development Code, the height limitations contained in this Development Code do not apply to cupolas, flagpoles, chimneys, antennas, heating and ventilation equipment, elevator housings, stairwell towers or similar appurtenances; provided, however, the following:

1. The appurtenance does not interfere with Federal Aviation Administration regulations;

2. The appurtenance does not extend more than 25 feet above the maximum permitted building height, except for flagpoles, church belfries, and antennas that must be of greater height in order to function;

3. The appurtenance is not constructed for the purpose of providing additional floor area in the building; and

4. The appurtenance complies with the screening requirements for mechanical equipment and appurtenances in Section 5.4.6, *Fences, Walls, and Screening*.

C. Height Exceptions for Structures[6]

The height regulations of this Development Code shall not apply to barns, silos, cooling towers, fire towers, monuments, public art, or water tanks provided the structure does not exceed 75 feet in height and does not occupy a horizontal area in excess of 150 square fee.

ARTICLE 5: DEVELOPMENT AND DESIGN STANDARDS AND GUIDELINES

5.1 GENERAL PROVISIONS

5.1.1. General Intent

This Article includes standards and guidelines for developing property or establishing new uses of property within Buckeye, to ensure the protection of the health, welfare, safety, and quality of life for local citizens, visitors, and business owners. These provisions address the physical relationship between development and adjacent properties, public streets, neighborhoods, and the natural environment, in order to implement the General Plan vision for a more attractive, efficient, and livable community.

5.1.2. Applicability

A. General Applicability

Unless exempted under Subsection 5.1.2.B., *Exemptions*, or unless otherwise provided in this Article, this Article shall apply to the following types of development:

1. New construction or development;

2. Any project that involves demolition of an existing primary building and the construction of a new primary building;

3. Any renovation, rehabilitation, restoration, or repair work that includes an addition of floor area equal to 50 percent or more of the existing floor area; or the addition of new floors (collectively "substantial renovation"). The calculation shall include attached garages, but not include detached garages. For the purposes of calculation, the increase in floor area shall be aggregated over a three-year period.

B. Exemptions

The following are exempt from this Article:

1. Projects for which a complete site plan application has been submitted or approved prior to the effective date of this Development Code, provided that full improvement plans are submitted within one year from the approval date of the site plan;

2. Single-family residential development on lots recorded prior to the effective date of this Development Code, with the exception of Sections 5.7, *Residential Building Standards and Guidelines*, 5.10, *Exterior Lighting*, 5.11, *Signs*, and 5.12, *District-Specific Development Standards,* of this Development Code; and

3. Development within an approved Community Master Plan and/or a Planned Area Development (PAD) area is subject to the standards of

Article *5, Development and Design Standards and Guidelines*; however, the application of such standards and guidelines shall not limit the uses, densities, or intensities approved in the CMP or PAD. If a new CMP or PAD is submitted for initial review for a particular property following the effective date of this Development Code, this Article shall serve as the "baseline" for the development of any development or design standards to be incorporated into the plan. All CMPs and PADs are subject to vesting rights as defined in state statutes, and the City Code, and Development Agreements (if applicable).

5.1.3. Standards and Guidelines

This Article contains both standards and guidelines.

A. Standards are rules, principles, or measures with which compliance is mandatory unless expressly modified through the Variance or Minor Modification procedures in Sections 8.11, *Variances,* or 8.12, *Minor Modifications,* of this Development Code. A development application may be denied for failure to meet the standards established by this Development Code. All requirements in this Article are standards unless explicitly labeled as guidelines.

B. Guidelines are policy preferences for which no specific measures exist. Guidelines further the City's land-use goals and policies. A development may not be denied solely for failure to comply with a guideline if the underlying policy preferences are addressed.

5.1.4. Alternative Equivalent Compliance

A. Purpose and Scope

To encourage creative and unique design, "alternative equivalent compliance" allows development to occur in a manner that meets the intent of this Article, yet through an alternative design that does not strictly adhere to the Article's standards. This is not a general waiver of regulations. Rather, this authorizes a site-specific plan that is equal to or better than the strict application of the standard.

B. Applicability

The alternative equivalent compliance procedure is available only for the following sections of this Article:

1. Section 5.5: Transportation and Connectivity
2. Section 5.6: Off-Street Parking
3. Section 5.7: Residential Building Standards and Guidelines;
4. Section 5.8: Commercial Building Standards and Guidelines;
5. Section 5.9: Industrial Building Standards and Guidelines;
6. Section 5.10: Exterior Lighting
7. Section 5.11: Signs

C. Alternative Equivalent Compliance Meeting Required

An applicant proposing alternative equivalent compliance shall request and attend an alternative equivalent compliance meeting prior to submitting application materials for the applicable permit(s), to determine the preliminary response from the Director. Based on the response, the application should include sufficient explanation and justification, in both written and graphic form, for the requested alternative compliance.

D. Decision-Making Responsibility

Final approval of any proposed alternative compliance shall be the responsibility of the decision-making body responsible for deciding upon the application. Administratively approved projects proposing alternative compliance shall receive written approval of the alternative compliance from the Director.

E. Criteria

Alternative equivalent compliance may be approved if the applicant demonstrates that following criteria have been met by the proposed alternative:

1. Achieves the intent of the subject standard to the same or better degree than the subject standard;
2. Advances the goals and policies of the General Plan and this Development Code to the same or better degree than the subject standard;
3. Results in benefits to the community that are equivalent to or exceed benefits associated with the subject standard; and
4. Imposes no greater impacts on adjacent properties than would occur through compliance with the specific requirements of this Development Code.

F. Effect of Approval

Alternative equivalent compliance shall apply only to the specific site for which it is requested and shall not establish a precedent for approval of other requests.

5.2. TOPOGRAPHY AND NATURAL FEATURES PRESERVATION

5.2.1. Purpose

The purpose of this Section is to protect and enhance the natural and man-made features that contribute significantly to Buckeye's quality and character, including but not limited to the: varying topography and hillsides, washes, floodplains, wetlands, native vegetation, view corridors to the mountains, historic or cultural sites, and other significant features.

5.2.2 Protection of Natural Features[9]

Existing natural features and historic views of landmarks or mountainous horizons which add value and enhance the attractiveness and vitality of the community (such as native trees, watercourses, riparian areas, historic monuments, and similar irreplaceable assets) should be protected and addressed as part of development proposals. The adopted master plans and policy documents as well as the General Plan goals and policies should be implemented.

A. All projects within currently undisturbed areas should provide a summary of how the project will protect and enhance natural features within the project site and visible from the site.

B. The development pattern should preserve and utilize natural topography and geologic features, scenic vistas, native trees, and vegetation, and prevents the disruption of natural drainage patterns.

C. Sustainable development should be designed to respond to the region's unique environmental and urban challenges.

5.2.3. Hillside

Hillside development standards apply to all land wherever the natural terrain of the proposed disturbance areas within any lot or parcel has a slope of 15 percent or greater as determined by a registered professional engineer who is licensed to practice in the State of Arizona ("Hillside Area").

A. General Provisions for Construction in Hillside Areas[9]

In addition to drawings, plans, specifications and details necessary to obtain a building permit, the following documentary requirements and certifications shall be provided for review by the City Engineer and City Building Inspector.

1. An Existing Conditions Report that includes a map at an appropriate scale presenting the total lot and a 20-foot area beyond the property line.

2. Detailed site plans and landscape plans at an appropriate scale that show the following: grade and slope in percent of all disturbed areas; dimensions and calculations of all cut and fill for the building site, roads, drives, swimming pools, and the method of concealment for each fill or exposed cut; dimensions of length and height of retaining walls, fences and other attachments; the location and grade of all drainage channels,

swales, drain pipes, etc.; and the amount and degree of surface disturbance, destruction, or removal of natural vegetation.

3. Cross-sections at at two or more locations perpendicular to the contours through the building site. Locations of the cross-sections shall be clearly shown on the existing conditions map. Properties impacting ridge lines shall provide additional cross-sections indicating their relation and impact on such ridge lines.

4. An overall excavation, grading, and drainage plan prepared and certified by a registered professional engineer who is licensed to practice in the State of Arizona.

5. Where possible and appropriate, the combining of the above maps into one drawing may be acceptable.

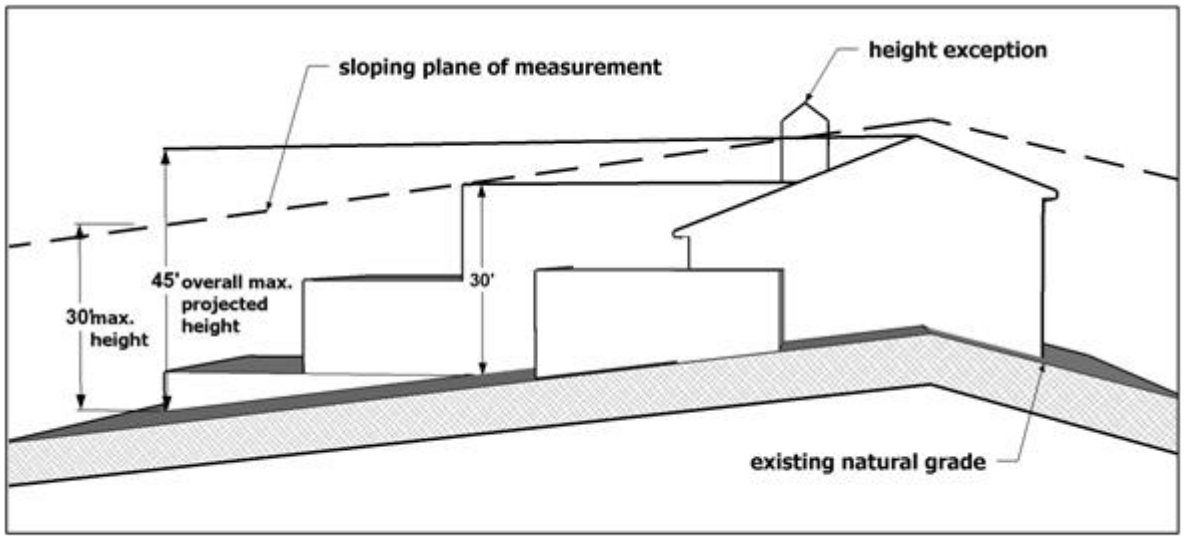


Figure 5.2-A Hillside Height Measurement

B. Heights and Appearances

1. For development within the Hillside Areas, the height of structures shall be determined by the following and not by the definition of "building height" as described in Article 10, *Definitions*:

> No part of any structure shall penetrate an imaginary plane (the "Sloping Plane of Measurement"), the height of which is 30 feet measured vertically from the highest ridge or parapet of the building to the existing natural grade directly beneath that point. Minor topographic variations may be excluded from those measurements if those areas are less than 25 feet in width. Exposed building walls measured in a vertical plane shall not exceed a height of 30 feet measured from the lowest point of the wall to the top of the wall. In

addition, the overall projected height will be measured from the lowest wall improvement attached to the main structure to the highest ridge or parapet, and be limited to 45 feet. Exceptions to the maximum height requirements are allowed for architectural features that are less than ten percent of the entire roof area. The height measurements in Hillside Areas are depicted in Figure 5.2-A above.

2. Materials used for exterior surfaces of all structures shall blend in color, hue, and tone with the surrounding natural setting to avoid high contrasts. The overall intent is to create a material and color palette that when utilized is deemed complimentary and compatible to the desert setting.

a. Structures, walls, roofs, and fences shall blend with the surrounding terrain and there shall be no material or colors used which have a light reflecting value (LRV) greater than 35 percent.

b. Mirror surfaces, or any treatment which changes ordinary glass into a mirror surface, is prohibited. Bright, untarnished copper or other metallic surfaces shall be treated so they are non-reflective.

c. All electrical service equipment and sub panels and all mechanical equipment including, but not limited to, air conditioning and pool equipment, solar panels, and antennas shall not be visible from the outside the property when viewed from the same or a lower elevation. Restrictions of solar panels and mechanical equipment may be modified if they are integrated into the roof design.

3. Fences on lots within a Hillside Area, excluding retaining walls, shall be restricted to privacy fences attached to or directly screening a portion of the main residence.

C. Disturbed Areas

Lots in Hillside Areas shall be developed to provide for the minimum amount of ground disturbance during the time of construction so as to prevent rockslides and falls, erosion, and seepage at final construction, disturbed areas shall be hidden or supported by retaining walls, buildings, finished surfaces, or shall be landscaped.

1. All buildings, structures, and roads shall, to the fullest extent practicable, utilize the natural contours of the land so as to minimize the disturbed area.

2. The maximum height of any cut or fill used to establish a building site or a driveway shall not exceed 15 feet. The maximum height of any cut or fill used to establish a road or roadway shall not exceed 30 feet.

3. The limits of construction and proposed disturbed areas shall be clearly designate on the property prior to and during construction with flags or

visible roping. No disturbance outside the designated area shall take place.

4. All surplus excavated material shall be removed from the lot.

D. Roadways and Driveways

1. If any portion of a driveway grade is more than 20 percent, the entire residence and all necessary building over 120 square feet of roof area shall be protected with an approved fire sprinkling system.

2. Residential driveways with turning radii of less than 35 feet may be used provided all structures are protected with an approved fire sprinkling system.

3. Any driveway cut greater than 12 feet in depth shall not have a length greater than 200 feet.

E. Retaining Walls and Erosion Control Measures

1. The design of all retaining walls and erosion control measures shall be prepared by a registered professional engineer or architect who is licensed to practice in the State of Arizona.

2. Raw spill slopes are prohibited.

3. The slope from retaining walls shall be no more than 4:1.

4. When multiple retaining walls are utilized, the top of the footing of the upper retaining wall will be at least one (1) foot below the top of the lower retaining wall. The slope between the walls will terminate four (4) inches below the top of the top of the lower retaining wall.

5. All exposed disturbed area fill shall be contained behind retaining walls or landscaped.

6. Retaining walls shall not exceed 20 feet in height. If additional height is needed, the wall shall be offset at a minimum of four feet or one foot per one foot of height. Privacy fences may be erected on a retaining wall so long as the total height does not exceed 20 feet.

5.2.4. Protection of Native Plant Species within Pristine or Environmentally Sensitive Areas[9]

Development should minimize the removal of existing healthy Sonoran Desert vegetation (trees over 4-inch caliper in diameter and cactus over 3-feet in height). If removal is necessary, mature trees and cacti should be salvaged and utilized on site.

A. Natural Washes and vegetation should be maintained in a natural state to avoid impeding drainage flows to the extent practicable for public safety and preservation of natural resources.

5.3 OPEN SPACE

A. Open space development is encouraged to utilize the guidelines adopted in the most current City plans, including the City's Parks and Recreation Master Plan, the El Rio Design Guidelines and Planning Standards, the El Rio District Plan, the Wildlife Corridors Best Management Practice Guide, and the El Rio District Plan.

B. Mountain ridge lines should be protected from development to maintain the visual identify of Buckeye. [9]

C. Maximize land use compatibility around open space tracts to enhance community/recreational opportunities.[9]

D. Open spaces should be connected together to provide continuity. [9]

5.4. LANDSCAPING

Sections 5.4.1-5 not changed.

5.4.6. Fences and Screening

A. Purpose

The purpose of these standards is to ensure the design of fences contributes to the character of development, and to avoid long expanses of blank fences that can lead to a "canyon" effect on the streetscape. This section also ensures that fences are constructed of high-quality and durable materials.

B. Fences[9]

1. Height

a. Front

No fence located between the principal structure on a lot and the front property line shall exceed 6 feet in height.

b. Side and Rear

No fence located between the principal structure and the rear or side property line shall exceed six feet in height; additional height may be granted for retaining walls or sites with elevated foundations. For commercial and industrial development adjacent to residential uses, no fence located between the principal structure and the rear or side property line shall exceed eight feet in height.

2. Articulation

Fences shall be articulated to avoid continuous, unbroken expanses. No fence facing an arterial or highway may extend continuously, without articulation, for more than 200 feet, or 100 feet for fences facing any other type of Public Street. Fences may be articulated using any combination of the following:

a. Changes in material or texture, including the use of view fence that allows for views into the site;

b. Offsets (projections or recessions);

c. Landscape pockets; or

d. Similar features as approved.

3. Wall and Fence Materials

a. Fences shall be constructed with any combination of the following materials:

(i) Integrally colored, split-face, or ground-face concrete masonry units (CMU);

(ii) Concrete masonry units that have been painted, stuccoed, or faced with another permitted material;

(iii) Stone (natural or simulated);

(iv) Brick;

(v) Wrought-iron or other decorative metal;

(vi) Plastic or vinyl; or

(vii) Wood (painted or stained) or other materials as approved by the Planning Commission.

b. Chain link fencing is prohibited on commercial and residential development sites, except as necessary to ensure public safety during approved construction activities on the site. Chain link fencing is permitted in industrial districts but shall not be viewable from public rights-of-way (ROW).

c. A higher level of design detail shall be utilized for highly visible fences along major arterial roadways and Interstates, including but not limited to, the incorporation of mosaic designs, relief panels, or similar public art.

4. Wall and Fence Placement

No fences may be placed within the public right-of-way.

5. Freeway Sound Walls

A sound study shall be required for all development within 150 feet of an existing freeway. The City may determine that a sound wall is required to mitigate sound impacts on the new development. Sound walls shall be constructed by the developer consistent with all applicable standards of the Arizona Department of Transportation.

6. Fence Guideline.

Use colors, materials, and forms for fences that complement the architectural character of the primary building or overall development.

C. Screening of Services, Refuse Collection, And Utilities

7. Screening Required[9]

a. Solid waste collection areas and mechanical equipment, including equipment located on a rooftop, shall be screened from the view of a six-foot tall person standing on the property line on the far side of an adjacent public street. (See Figure 5.4-E) Individual screening of rooftop mechanical equipment is prohibited. Units shall either be grouped together "penthouse style" or screened with a parapet wall the entire length of the building. Such a parapet wall shall be designed to be integral to the overall architecture of the building.

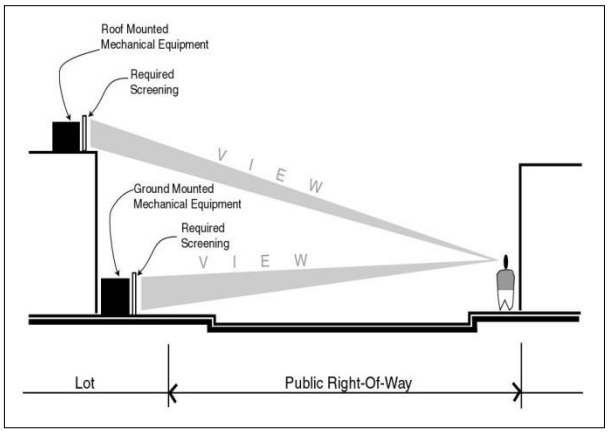


Figure 5.4-E: Screening of Equipment, Etc.

b. Except in the downtown and mixed-use districts, storage, solid waste collection, and loading areas shall be located at least 20 feet from any public street, public sidewalk, or building with a residential use. Placement of storage, solid waste collection, and loading areas shall be sited so as not to interfere with vehicular visibility or circulation.

c. Loading docks, truck parking, outdoor storage, trash collection, trash compaction, and other service functions shall be incorporated into the overall design of the building and landscaping so that the acoustic impacts of these functions are contained to the maximum extent feasible, and so that such features are fully screened and out of view from public streets. Use screening materials for solid waste collection and loading areas that are the same and of equal quality to the materials used for the primary building and landscaping.

8. Shopping Cart Storage

The following standards apply to any commercial development that provides shopping carts: (refer also to Chapter 10, Section 10-3-16)

a. Provide long-term (overnight) shopping cart storage areas inside of the primary building or adjacent to the building and behind a decorative screening fence constructed of masonry, metal, or finished wood that is consistent with the design of the adjacent building. The fence shall not exceed the height of the shopping carts.

b. Design short-term shopping cart corrals (located within parking areas for day use and where carts are generally not left overnight) with durable materials and design features that complement the architectural character of the development.

c. Locate short-term shopping cart corrals so as not to encroach upon vehicular or pedestrian circulation paths.

9. Guidelines for Service and Refuse Areas

a. Cluster service and refuse areas for nearby buildings and uses.

b. Where feasible, locate above-ground utility facilities, such as utility cabinets and meters, in areas that do not conflict with featured views, outdoor dining areas, outdoor gathering areas, or site circulation. Screen these facilities with dense landscaping or decorative fences.

5.5. TRANSPORTATION AND CONNECTIVITY

5.5.1 Purpose

The purpose of this Section is to support the creation of a highly connected transportation system within the City in order to provide choices for drivers, bicyclists, and pedestrians; increase effectiveness of local service delivery; promote walking and bicycling; connect neighborhoods to each other and to local destinations such as employment, schools, parks, and shopping centers; reduce vehicle miles of travel and travel times; improve air quality; reduce emergency response times; mitigate the traffic impacts of new development; and free up arterial capacity to better serve regional long-distance travel needs. These standards attempt to avoid the creation of large, isolated tracts without routes for through traffic or pedestrian and bicycle connections.

This section will be in compliance with the current Transportation Plan and the Bike and Pedestrian Master Plan.

5.5.2 Traffic Impact Mitigation

(Refer also to Engineering Design Standards Section 6-1)

C. Applicability of Traffic Impact Analysis Requirement

The transportation system for new development shall be capable of supporting the proposed development in addition to the existing and future uses in the area. Evaluation of system capacity shall be undertaken through a Traffic Impact

Analysis (TIA), which shall meet the standards of the Maricopa County Department of Transportation and shall consider the following factors at a minimum: street capacity and level of service; vehicle access and loading; on-street parking impacts; the availability of transit service and connections to transit; impacts on adjacent neighborhoods; and traffic safety including pedestrian safety. A TIA shall be required with applications for development review and approval when:

1. Trip generation during any peak hour is expected to exceed 100 trips per day or more than 50 during any one-hour peak period, based on traffic generation estimates of the Institute of Transportation Engineers' Trip Generation Manual (latest version); or

2. A TIA is required by the Planning Commission or City Council as a condition of any land use application approved pursuant to the requirements of this Development Code; or

3. The Director, in his or her sole discretion, requires a TIA for:

a. Any project that proposes access to an existing street with Level of Service "D" or below;

b. Any application for a rezoning or specific plan review;

c. Any case where the previous TIA for the property is more than two years old;

d. Any case where increased land use intensity will result in increased traffic generation when compared to the existing use of the property;

e. Any case where development is near an existing or proposed school; or

f. Any case in which the Director or City Engineer determines that a TIA should be required because of other traffic or connectivity concerns that may be affected by the proposed development.

D. Traffic Impact Analysis and Development Review Process

1. A scoping meeting between the developer and the Director and City Engineer shall be required prior to the start of the TIA in order to determine its parameters. This may be conducted as part of a pre-application meeting.

2. If required, the TIA shall be submitted with the applicable development application.

3. When access points are not defined or a site plan is not available at the time the TIA is prepared, additional studies may be required when a site plan becomes available or the access points are defined.

E. Traffic Mitigation Measures

The applicant shall, as part of the TIA, recommend measures to minimize and mitigate the anticipated impacts and determine the adequacy of the

development's planned access points. Mitigation measures shall be acceptable to the Director and City Engineer and may include, without limitation: an access management/access control plan; transportation demand management measures; street improvements on or off the site; placement of pedestrian, bicycle, or transit facilities on or off the site; or other capital improvement projects such as traffic calming infrastructure or capacity improvements. Intersection analysis and traffic signal requirements shall also be provided, as applicable.

5.5.3. Streets and Vehicular Circulation

(Refer also to EDS Section 6-3)

A. Street Standards

All streets shall meet the standards in Article 6, *Land Subdivision*, and shall be consistent with the circulation element of the General Plan.

B. Street Connectivity

1. Purpose

Street and block patterns should include a clear hierarchy of well-connected streets that distribute traffic over multiple streets and avoids traffic congestion on principal routes. Within each development, the access and circulation system should accommodate the safe, efficient, and convenient movement of vehicles, bicycles, and pedestrians through the development, and provide ample opportunities for linking adjacent neighborhoods, properties, and land uses. Local neighborhood street systems are intended to provide multiple direct connections to and between local destinations such as parks, schools, and shopping. These connections should knit separate developments together, rather than forming barriers between them.

2. Residential Streets

a. Residential streets shall be laid out so that use by through-traffic will be discouraged. Traffic-calming techniques such as diverters, neck-downs, street gardens, and curvilinear alignments are encouraged to reduce speeds and cut-through traffic.

b. Should topography or other constraints require the use of straight local streets that extend more than 660 feet without interruption, a traffic-calming device, or similar feature shall be used to slow traffic and break-up the "runway" appearance. In addition, traffic-calming devices may be required to address public safety concerns.

c. To the maximum extent practicable, streets shall be arranged to follow the natural contours of the site.

3. Vehicular Access to Public Streets and Adjacent Land

a. All development shall provide public street connections to all existing, adjacent public streets.

b. If there are no adjacent public streets, subdivisions and/or site plans shall provide for connections along each boundary abutting adjacent vacant land for future connections spaced at intervals not to exceed 1,000 feet for arterials, or 660 feet for other street types, or as otherwise approved.

c. When connections to surrounding streets are proposed or required by the City, public right-of-way shall be dedicated and streets developed to existing paved rights-of-way. The City may also require temporary turnarounds to be constructed for temporary cul-de-sacs between development phases.

4. Cul-de-Sacs and Dead-End Streets Discouraged

a. Permanent cul-de-sacs and dead-end streets shall generally be used when topography, the presence of natural features, and/or vehicular safety factors make a vehicular connection impractical.

b. All permanent dead-end streets shall be developed as cul-de-sacs and extend no further than 660 feet.

c. Design standards for cul-de-sacs are located in the Engineering Design Standards, Section 6-3.1000.D.

5. Driveways and Access

a. General

(i) Every lot shall have access that is sufficient to afford a reasonable means of ingress and egress for emergency vehicles with a turning radius appropriate for wheel base 50 (WB-50) access, as well as for those needing access to the property in its intended use.

(ii) All driveway entrances and other openings onto streets shall be constructed so that:

(1) Vehicles may safely enter and exit from the lot in question;

(2) Interference with the free and convenient flow of traffic in abutting or surrounding streets is minimized; and

(3) Joint driveways are desirable whenever possible in order to minimize the number of access points to streets and access easements.

b. Residential [1], [9]

In addition to the above general requirements, all residential development shall be subject to the following:

(i) Alleys adjacent to a single-family use may not be used for loading or parking.

[1] ORD 25-17; 12/19/2017

(ii) There shall be no direct driveway access (ingress or egress) from any single-family residential lots to any collector street, arterial street, or highway unless no other legal access alternative is available. Single-Family Flex (SFF) developments are exempt from this requirement.

(iii) Multi-family development sites greater than five acres shall include a minimum of two through-access drives. An exception may be made where a site is landlocked by existing development or other physical constraints, or where existing natural features on the site require the use of protective measures that would otherwise make a second access drive infeasible.

(iv) The driveway is not less than 20 feet in length from the face of the garage to the near edge of the sidewalk. Single-Family Flex (SFF) development are exempt from this requirement. They must provide a minimum of 20 feet of clear space behind each garage door.

(v) Each driveway as measured ten (10) feet from the front property line shall not measure more than 10-feet in width for one-stall garages/carports & tandem garages, 20-feet in width for two-stall garages/carports, and 30-feet in width for three-stall and greater garages/carports, measured at right angles to the center line of the driveway, except as that distance may be increased by permissible curb return radii.

(vi) All driveways shall be setback at least one (1) foot from side yard property lines.

(vii) Lots utilizing an RV Garage can have an increased total aggregate driveway width of up to 35 feet as long as landscape strips, decorative pavers, grass-crete pavers or similar shall be used to reduce the extent of an minimize the visual appearance of the parking surface in the front yard. The driveway utilizing an RV Garage shall have a continuous driveway apron or rolled curb that connects the RV Garage Driveway to the standard garage driveway. IN no case shall the RV Garage driveway have a separate curb cut than the standard garage driveway.[23]

(viii) Driveways for single-family residential lots shall be paved with asphalt, bituminous, brick, concrete, or other surfaces of comparable durability to minimize nuisance from dust. Three (3) inches of crushed rock can be used but must be compacted and contained within a permanent border.

[2] ORD 09-18, 03/07/2018
[3] ORD 15-20, 09/15/2020

c. Residential Driveway Extensions[9]

A "residential driveway extension" means a hard surface that extends from the driveway and which is primarily used for the parking of vehicles and not for traveling between two places.

(i) A residential driveway extension shall be constructed of concrete, asphalt, pavers, or three (3) inches of crushed rock that is compacted and contained within a permanent border. Residential driveway extensions must adhere to the following conditions:

1) Driveway extensions shall only be located in the side yard of property. Single-Family Flex (SFF) developments are exempt from this requirement.

2) The total width (existing plus extension) shall not exceed 50 percent of the lot width. Irregular shaped lots widths are measured from the front setback line. Single-Family Flex (SFF) developments are exempt from this requirement.

d. Non-Residential

In addition to the above general requirements, all non-residential development shall be subject to the following:

(i) All non-residential buildings, structures, and parking and loading areas shall be physically separated from all non-arterial or collector streets by vertical curbs and other suitable barriers and landscaping to prevent unchanneled motor vehicle access. Each property shall not have more than two access ways to any one street unless unusual circumstances demonstrate the need for additional access points. In addition, each access way shall comply with the following:

(1) The width of any access way leading to the full access of an arterial street shall be median-divided to provide separation from incoming and outgoing traffic. (See Figure 5.5-B.) Construction and maintenance of such on-site medians shall be the responsibility of the property owner/developer.

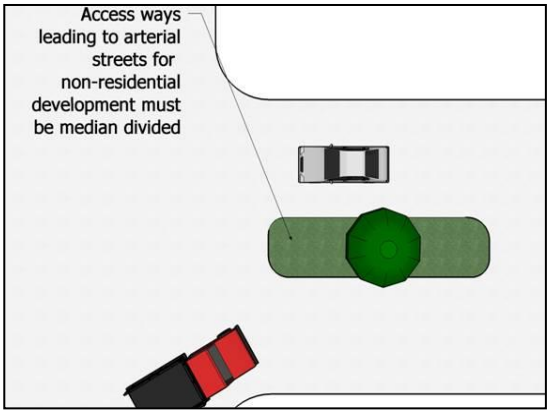


Figure 5.5-B: The width of access ways from arterial streets must be median-divided.

6. Visibility at Intersections

On all lots or parcels of land on which a front setback is required, no obstruction that will obscure the view of motor vehicle drivers shall be placed within the triangular area formed by the adjoining street property lines as specified in the City engineering manual, except that trees may be permitted within said triangular area provided that those trees are placed in the street planter strip and the limbs are pruned to at least seven (7) feet above the grade level of the adjacent street.

Sections 5.5.4 and 5.5.5 not changed

5.6. OFF-STREET PARKING

5.6.1. Purpose

The regulations of this Section are intended to ensure provision of off-street parking and loading facilities in rough proportion to the generalized parking, loading, and transportation demands of different land uses. By requiring such facilities, it is the intent of this section to help avoid the negative impacts associated with spillover parking into adjacent neighborhoods, while at the same time avoiding the negative environmental and urban design impacts that can result from parking lots and other vehicular use areas. The provisions of this section are also intended to help protect the public health, safety, and general welfare by:

A. Helping avoid and mitigate traffic congestion;

B. Encouraging multi-modal transportation options and enhanced pedestrian safety;

C. Providing methods to help reduce stormwater runoff and the heat island effect of large paved parking areas; and

D. Providing flexible methods of responding to the transportation and access demands of various land uses in different areas of the City.

5.6.2. Applicability

A. Generally

The off-street parking and loading standards of this Section shall apply to all parking lots and parking structures accessory to any building constructed and to any use established in every district. Except when specifically exempted, the requirements of this section shall apply to all temporary parking lots and parking lots that are the principal use on a site.

B. Expansions and Enlargements

The off-street parking and loading standards of this section shall apply when an existing structure or use is expanded or enlarged. Additional off-street parking and loading spaces shall be required to serve the enlarged or expanded area, provided that in all cases the number of off-street parking and loading spaces provided for the entire use (pre-existing plus expansion) must equal 100 percent of the minimum ratio established in this section and shall not exceed any maximum standards established in this section.

C. Regulation of Parking Space

The providers of required off-street parking spaces and the City of Buckeye may reasonably control the users thereof by means that may include, but are not limited to, restricting all parking to the users of the facility; parking lot attendants; control gates; tow-away areas; areas for exclusive use by employees, tenants or staff; areas restricted for use by customers or visitors; and imposing reasonable time limitations on users other than tenants, employees, or staff. Direct charges may be made to users who exceed maximum time limits. City staff may review all methods of control and may disapprove of any

restriction that adversely affects the purpose of this section. The City may enforce any approved restrictions through any of the code enforcement provisions in Article 9, *Enforcement*.

5.6.3. Off-Street Parking Requirements

A. Schedule A [9]

Unless otherwise expressly stated in this Code, off-street parking spaces shall be provided in accordance with Table 5.6-1, *Off-Street Parking Schedule A*.

Table 5.6-1: Off-Street Parking Schedule A

Use Category	Use Type	Number of Spaces Required ("sf" = square feet)
RESIDENTIAL USES		
Household Living	All use types not listed below	2/dwelling unit
	Dwelling, multi-family	- 1/studio or one-bedroom unit - 1.5/two-bedroom unit - 2 for each unit in excess of two bedrooms - In addition, all multi-family dwellings shall provide 1 guest space for every 5 units
	Single-Family Flex	1.5/dwelling unit and 1 guest parking space for every 4 units
Group Living	All use types not listed below	1/three beds + 1 space per 200 sf of assembly area
	Nursing home	1/four beds, based upon maximum capacity
PUBLIC/INSTITUTIONAL USES		
Community Service	All use types not listed below	1/300 sf
	Assembly hall, public	1/100 sf of principal assembly area + 1/350 sf of offices
	Cemetery	See Schedule C
	Crematorium or funeral parlor	1/150 sf of principal assembly areas
	Religious assembly	1/6 seats of assembly area + 1/300 sf of classrooms or other meeting areas
Cultural Facility	Library	1/300 sf of public area
	Museum	1/500 sf of public area
Child Care Facility	Day care, commercial	1/300 sq. ft of floor area excluding storage and restrooms
	Day care, residential	3/dwelling unit
Education	Private College or university	1 space per 3 employees including administrators, teachers and maintenance personnel and 10/classroom
	Private elementary or middle school	1/classroom + 1/250 sf of administrative offices
	Private high school	7/classroom + 1/250 sf of administrative offices

Table 5.6-1: Off-Street Parking Schedule A		
Use Category	**Use Type**	**Number of Spaces Required ("sf" = square feet)**
Health Care Facility	Medical office or clinic	1/350 sf
	Hospital	1/bed + 1/350 sf of office, laboratory, or administrative area + required parking for accessory uses
Parks and Open Space	Arboretum or botanical garden	1/10,000 sf outdoor lot area
	Campground	1/campsite
	Community playfields and parks	- Field sports (i.e. softball, baseball, soccer, football, general purpose) – 15 spaces/field - Basketball and volleyball courts – 9 spaces/full-court, 6 spaces/half-court - Tennis and racquetball/handball courts – 3 spaces/court - Swimming pools – 1 space/60 sf of deck area
	Parks and nature preserves, not-for-profit	See Schedule C
Telecommunication Facility	All uses not listed below	None
	Broadcasting or recording studio (no tower)	1/1,000 sf
Transportation Facility	Airport/Heliport	1 space per 400 sf passenger terminal area
	Bus terminal	1 space per 200 sf
Utility	Utility facility, major	1 space per employee plus 1 space per fleet vehicle kept at the site
	Utility facility, minor	none
COMMERCIAL USES		
Agriculture and Ranching	All use types not listed below	See Schedule C
	Residential ranch	1/750 sf of enclosed human inhabited structure(s)
Animal Sales and Services	All use types not listed below	1/400 sf
	Animal pet shop, retail	1/300 sf
	Kennel	1/800 sf
	Veterinary clinic	1/600 sf
Assembly	All use types not listed below	1/100 sf of principal assembly area + 1/350 sf of offices
	Fraternal or social club, nonprofit	1/300 sf

Table 5.6-1: Off-Street Parking Schedule A		
Use Category	**Use Type**	**Number of Spaces Required ("sf" = square feet)**
	Country club, private membership	See Schedule C
Financial Service	Financial institution	1/350 sf (+ vehicle stacking spaces per Subsection 5.6.10 if drive-through is provided)
Food and Beverage Service	Food sales, wholesale	See Schedule B
	Bar, lounge, or tavern	Same as restaurant
	Catering service	See Schedule B
	Farmers market	1/500 sf of sales area
	Nightclub	1/100 sf
	Restaurant	1/100 sf (+ vehicle stacking spaces if drive-through is provided) (area devoted to kitchen and food preparation are excluded)
Office	Office, business or professional	1/350 sf
	Research laboratory	1/350 sf
Recreation and Entertainment, Outdoor	General outdoor recreation, commercial	Athletic field: 1/5,000 sf of land- Court sports and swimming pools: 1 per 3 persons permitted capacity
	Golf course	4/tee + 1/staff + 1/500 sf of putting/chipping green
	Driving range	2/tee + 1/500 sf of putting/chipping green
	Major entertainment facility, outdoor	See Schedule C
	Race track (auto, dog, and horse)	
	RV campground/ park	1/RV or campsite space
	Shooting range, outdoor	2/target area + 1/500 sf of office/enclosed area
	Zoo	See Schedule C
Recreation and Entertainment, Indoor	All use types not listed below	1/400 sf
	Major entertainment facility, indoor	See Schedule C
	Movie theater	1/3 seats
Personal Services	All use types	1/300 sf
Retail (Sales)	All use types not listed below	1/300 sf

Table 5.6-1: Off-Street Parking Schedule A		
Use Category	**Use Type**	**Number of Spaces Required ("sf" = square feet)**
	Large retail	1/350 sf for the first 100,000 sf + 1/500 sf in excess of 100,000 sf
	Open-air market or flea market	1/500 sf of sales area
	Nursery and plant sales, wholesale	See Schedule B
	Plant sales, retail	1/400 sf of sales area
Vehicles and Equipment	Boat, RV storage	See Schedule B
	Boat, RV sales and rental	
	Car wash	1/400 sf of sales, office or lounge area + vehicle stacking spaces per Sec. 4.7.10
	Gasoline sales	1/400 sf of convenience store/food sales area + 1/service bay
	Truck stop	1/400 sf of retail sales area + 1/service bay
	Truck repair and overhaul	See Schedule B
	Vehicle sales and rental	1/400 sf of enclosed floor area, plus 1/10,000 sf of outdoor display area
	Vehicle service and repair, major	See Schedule B
	Vehicle service and repair, minor	1 space per 400 sf
	Vehicle storage	See Schedule B
Visitor Accommodation	Bed and breakfast	1 /guestroom
	Hotel or motel	1/guestroom + 1/500 sf of meeting space or other enclosed area
	Resort	See Schedule C
INDUSTRIAL USES		
Industrial Service	Building materials sales, indoor retail	See Schedule B
	Building material sales, outdoor or wholesale	
	Drilling company, no outside storage	See Schedule C
	Drilling company, with outside storage	

Table 5.6-1: Off-Street Parking Schedule A		
Use Category	**Use Type**	**Number of Spaces Required ("sf" = square feet)**
	Resource extraction	See Schedule C
	General industrial service	- 1-3,000 sf gross floor area: 1/750 sf - 3,001 – 5,000 sf gross floor area: 1/1,000 sf - 5,001+ sf gross floor area: 1/1,500 sf
Manufacturing and Production	Assembly, light	- 1-3,000 sf gross floor area: 1/750 sf - 3,001 – 5,000 sf gross floor area: 1/1,000 sf - 5,001+ sf gross floor area: 1/1,500 sf
	Manufacturing, heavy	
	Manufacturing, light	
Warehouse and Freight Movement	Mini-storage	1/100 units + 1/500 sf office. Aisles suitable for temporary loading and unloading may be counted as determined by the Traffic Engineer.
	Motor freight terminal	- 1-3,000 sf gross floor area: 1/750 sf - 3,001 – 5,000 sf gross floor area: 1/1,000 sf - 5,001+ sf gross floor area: 1/1,500 sf
	Storage yard	See Schedule B
	Office warehouse (flex space)	See Schedule B
	Warehouse	See Schedule B
	Wholesale establishment	1/500 sf
Waste and Salvage	All use types	See Schedule C
TEMPORARY USES		
	Antennas, temporary	None
	Expansion or replacement facilities, temporary	Determined by use, above
	Office space/ equipment storage, temporary	Determined by use, above
	Retail sales, temporary	1/300 sf
	Sales office, temporary	1/400 sf
	Yard sale, temporary	None
	Model home complex	2/home + 1 ADA space
	Other temporary uses	Determined by use, above

B. Schedule B[9]

Uses that reference Schedule B in *Off-Street Parking Schedule A* shall provide the minimum number of off-street parking spaces listed in Table 4.3-2. Unless otherwise approved, lots containing more than one activity shall provide parking and loading in an amount equal to the total of the requirements for all activities.

TABLE 5.6-2: OFF-STREET PARKING SCHEDULE B	
Activity	**Number of Spaces Required**
Office or Administrative Area	1 per 400 square feet
Indoor Sales Area	1 per 400 square feet
Outdoor Sales or Display Area (3,000 square feet or less)	1 per 750 square feet
Outdoor Sales or Display Area (over 3,000 square feet)	
Motor Vehicles/Equipment Sales	1 per 2,000 square feet
Other Sales/Display	1 per 1,000 square feet
Indoor Storage/Warehousing/Vehicle Service/Manufacturing Area	
1 - 3,000 square feet	1 per 400 square feet
3,001 - 5,000 square feet	1 per 500 square feet
5,001 – 10,000 square feet	1 per 750 square feet
10,001 and greater	1 per 1,250 square feet

C. Schedule C[9]

Uses that reference "Schedule C" in *Off-Street Parking Schedule A* have widely varying parking and loading demand characteristics, making it impossible to specify a single off-street parking or loading standard. Upon receiving a development application for a use subject to Schedule C standards, the Director or their Designee shall apply the off-street parking and loading standard specified for the listed use that is deemed most similar to the proposed use or establish minimum off-street parking requirements on the basis of a parking and loading study prepared by the applicant. Such a study shall include estimates of parking demand based on recommendations of the Institute of Transportation Engineers (ITE), or other acceptable estimates as approved by the Director, and should include other reliable data collected from uses or combinations of uses that are the same as or comparable with the proposed use. Comparability will be determined by density, scale, bulk, area, type of activity, and location. The study shall document the source of data used to develop the recommendations.

D. Parking Demand Study. In order to evaluate a proposed project's compliance with the above criteria, the Zoning Administrator or City Engineer may require submittal of a parking demand study that substantiates the basis for granting a specific number of spaces.

5.6.4. Computation of Parking and Loading Requirements

A. Fractions

When measurements of the number of required spaces result in a fractional number, any fraction exceeding 0.5 shall be rounded up to the next higher whole number.

B. Multiple Uses

Lots containing more than one use shall provide parking and loading in an amount equal to the total of the requirements for all uses.

C. Area Measurements

Unless otherwise specified, all square footage-based parking and loading standards shall be computed on the basis of gross floor area of the use in question. Structured parking within a building shall not be counted in such measurement.

D. Computation of Off-Street Parking

Required off-street loading space shall not be included as off-street parking space in computation of required off-street parking space.

E. Parking for Unlisted Uses

Parking requirements for uses not specifically listed in Table 5-6.1 shall be determined by the Director or their Designee based on the requirements for the closest comparable use, as well as on the particular parking demand and trip generation characteristics of the proposed use. The Director or their Designee may alternately require the submittal of a parking demand study that justifies estimates of parking demand based on the recommendations of the Institute of Transportation Engineers, and includes relevant data collected from uses or combinations of uses that are the same or comparable to the proposed use in terms of density, scale, bulk, area, type of activity, and location.

5.6.5. Dedicated Spaces for Alternative Energy Vehicles and Carpooling

All development required to provide 20 or more off-street parking spaces pursuant to Table 5.6-1 shall reserve a minimum of five percent of its required parking spaces per the following:

A. In commercial districts, half of the reserved spaces shall be for the exclusive use of hybrid or alternative energy vehicles, and half of the reserved spaces shall be for the exclusive use of carpool vehicles; and

B. In industrial or office districts, the reserved spaces shall be for the exclusive use of hybrid or alternative energy vehicles, compact cars, or carpool vehicles.

C. In multi-family projects, the reserved spaces shall be for the exclusive use of hybrid or alternative energy vehicles, compact cars, or carpool vehicles.

D. Electric vehicle charging stations are highly encouraged in multi-family, commercial, and industrial developments.

5.6.6. Off-Street Loading Requirements

A. Spaces Required

Off-street loading spaces must be provided in accordance with the following table of minimum requirements:

TABLE 5.6-3: OFF-STREET LOADING REQUIREMENTS	
Use Type (Size)	**Loading Spaces Required**
Public/Institutional, Commercial and Industrial Uses	
Under 15,000 square feet	None
15,000–49,999 square feet	1
50,000+	2
Household Living Uses	
Under 50 units	None
50+ units	1

B. Design

1. Space Size

Off-street loading spaces, excluding maneuvering areas, must be at least 10 feet in width and 25 feet in length unless off-street loading will involve the use of semi-tractor trailer combinations or other vehicles in excess of 25 feet in length, in which case loading spaces must be at least 12 feet in width and 65 feet in length. A minimum vertical clearance of 14 feet must be maintained. The Director may allow an equivalent amount of loading zone or dock space to fulfill the off-street loading requirement.

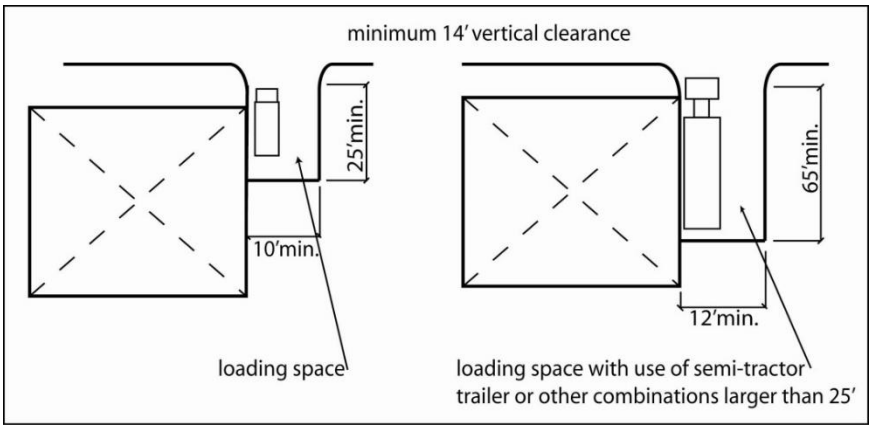


Figure 5.6-A: Off-Street Loading Spaces

2. Surfacing and Maintenance

Loading areas and access drives must be paved and maintained with concrete, asphalt, or similar material of sufficient thickness and consistency to support anticipated traffic volumes and weights.

C. Location[9]

1. Off-street loading facilities required under this Development Code shall be in all cases on the same lot or parcel of land as the structure they are intended to serve. The required off-street loading space shall not be part of the area used to satisfy the off-street parking requirements.

2. At no time may goods be loaded or unloaded from the right-of-way of a collector or arterial street.

3. No part of any vehicle may extend into the right-of-way of a collector or arterial street while being loaded or unloaded.

4. On a site adjoining an alley, a required loading space should be accessible from the alley.

5. A required loading space must be accessible without backing a truck across a collector or arterial street property line unless the provision of turnaround space is infeasible.

6. A loading space must not intrude into any portion of a required aisle or access dimension.

7. An occupied loading space must not prevent access to a required parking space.

8. To the maximum extent feasible, loading areas shall be located to the rear of a site and/or away from adjacent residential areas.

D. Setbacks and Screening[9]

Loading areas may not be located in a required setback.

E. Signs

The owners of the property may provide, locate, and maintain loading signs as approved by the Director or their Designee. Such signs shall not be counted against allowed advertising sign area.

5.6.7. Parking Alternatives

The Director or their Designee may approve alternatives to providing the number of off-street parking spaces required by Table 5.6-1, in accordance with the following standards.

A. Shared Parking

The Director or their Designee may approve shared parking facilities for developments or uses with different operating hours or different peak business periods if the shared parking complies with all of the following standards:

1. Location[9]

Shared parking spaces shall not be located farther than 600 feet from the primary building entrance.

2. Zoning Classification

Shared parking areas shall be located on a site with the same or a more intensive zoning classification than required for the primary uses served.

3. Shared Parking Study

Those proposing to use shared parking as a means of satisfying off-street parking requirements shall submit a shared parking analysis to staff that clearly demonstrates the feasibility of shared parking. The applicant shall also demonstrate that any parking reduction requested as part of the shared parking study will not result in the spillover of parking onto other properties.

4. Agreement for Shared Parking

The parties involved in the joint use of off-street parking facilities shall submit a written agreement in a form to be recorded for such joint use, approved by the Director or their Designee as to form and content. The Director or their Designee may impose such conditions of approval as may be necessary to ensure the adequacy of parking in areas affected by such an agreement. Recordation of the agreement shall take place before issuance of a building permit for any use to be served by the shared parking area. A shared parking agreement may be revoked only if all required off-street parking spaces will be provided in accordance with the requirements of Table 5.6-1, *Off-Street Parking*.

B. Off-Site Parking

The Director or their Designee may approve the location of required off-site parking spaces on a separate lot from the lot on which the principal use is located if the off-site parking complies with all of the following standards:

1. Location

a. Off-site parking may be allowed only in the downtown, or outside the downtown upon issuance of a conditional use permit or a temporary use permit for special events.

b. No off-site parking space may be located more than 600 feet from an entrance to a principal use (measured along the shortest legal pedestrian route). Off-site parking spaces shall be connected to the use by acceptable pedestrian facilities, as defined in Section 5.5.4, *Pedestrian Circulation,* of this Development Code. Off-site parking spaces may not be separated from the use served by a street right-of-way with a width of more than 80 feet, unless a grade-separated pedestrian walkway, a traffic signal, a shuttle bus, or other traffic control is provided or other traffic control or remote parking shuttle bus service is provided.

2. Zoning Classification

Off-site parking areas shall have the same or a more intensive zoning classification applicable to the primary use served.

3. Control of Site

Required parking spaces for residential uses must be located on the site of the use or within a tract owned in common by all the owners of the properties that will use the tract.

4. Ineligible Activities

Required parking spaces for persons with disabilities may not be located off-site.

5. Agreement for Off-Site Parking

In the event that an off-site parking area is not under the same ownership as the principal use served, a written agreement between the record owners shall be required. An attested copy of the agreement between the owners of record shall be submitted to the City for recordation in a form acceptable to the City Attorney. Recordation of the agreement shall take place before issuance of a building permit or certificate of occupancy for any use to be served by the off-site parking area. In the event that an off-site parking agreement is terminated, all required off-street parking spaces shall be provided in accordance with the requirements of this chapter. No use shall be continued if the parking is removed unless substitute parking facilities are provided, and the Director shall be notified at least 60 days prior to the termination of a lease or agreement for off-site parking.

C. Structured Parking

1. Maximum Parking Waiver

Where 75 percent or more of the parking accessory to a use is in structured parking, there shall be no maximum cap on the number of parking spaces in that structure.

2. Credit for Nearby Public Structured Parking

Spaces available in public parking structures located within 1,000 feet of the subject use may be counted toward the total amount of required off-street parking.

3. Floor Area Bonus for Underground Parking in the Commercial and Mixed-use Districts

A floor area bonus shall be granted for underground parking structures in the commercial and mixed-use districts. The bonus shall be granted at a ratio of three square feet of additional bonus area for each square foot of structured parking that is underground.

4. Height of Parking Structure

The height of a parking structure may not exceed the height of the principal building it is intended to serve. Where no principal building exists, the maximum height of the parking structure shall be limited to the maximum building height allows in the zoning district in which the structure is located.

D. Sites in Mixed Use Districts

In the mixed-use districts, the total requirement for off-street parking facilities shall be the sum of the requirements for the various uses computed separately, subject to the modifications set forth below.

1. All uses within mixed use districts shall be eligible for a 15 percent parking reduction to reflect the reduced automobile use associated with mixed-use developments.

2. A 15 percent parking reduction for multifamily residential dwellings may be allowed if the proposed use is located within 300 feet of a transit stop.

3. For non-residential uses, the minimum parking requirement may be reduced 20 percent if the use incorporates a transit stop that meets minimum design standards established by the City.

4. The total number of parking spaces required of a use or uses in a mixed use district may be further reduced by the Director if the applicant prepares a parking evaluation that demonstrates a reduction is appropriate based on the expected parking needs of the development, availability of mass transit, and similar factors. The parking evaluation shall be prepared in a form and manner prescribed by the Director.

E. On-Street Parking

On-street parking spaces in the right-of-way along the property line, between the lot lines of the site, may be counted to satisfy the minimum off-street parking requirements.

F. District Parking

Minimum required off-street parking spaces may be waived or reduced for properties within the boundaries of a public parking or local improvement district that provides district-wide parking facilities, based on the projected parking demand to be addressed by the district-wide facility.

G. Stacked, Tandem, and Valet Parking

Stacked, tandem, or valet parking for nonresidential uses is allowed if an attendant is present to move vehicles. In addition, a guarantee acceptable to the City shall be filed with the City ensuring that a valet parking attendant shall always be on duty when the parking lot is in operation.

5.6.8. Dimensions of Parking Spaces

A. Parking Angle Dimensions

The parking configuration stated in the following table shall apply to all required off-street parking.

TABLE 5.6-4: PARKING ANGLE DIMENSIONS

A	B	C	D	E	F	G
Parking Angle	Stall Width	Stall to Curb	Aisle Width 1-way	Aisle Width 2-way	Curb Length	Overhang
0°	9.0	9.0	12.0	24	23.0	0
	9.5	9.5	12.0	24	23.0	
	10.0	10.0	12.0	24	23.0	
45°	9.0	19.8	12.0	24	12.7	1.4
	9.5	20.1	12.0	24	13.4	
	10.0	20.5	12.0	24	14.1	
60°	9.0	21.0	18.0	24	10.4	1.7
	9.5	21.2	18.0	24	11.0	
	10.0	21.5	18.0	24	11.5	
90°	9.0	20.0	23.0	24	9.0	2.0
	9.5	20.0	22.0	24	9.5	
	10.0	20.0	22.0	24	10.0	

NOTE: All dimensions are to the nearest tenth of a foot.

B. Calculation of Parking Space Dimensions

The spatial relationships described in Table 5.6-4 shall be calculated in the manner depicted in the following diagram:

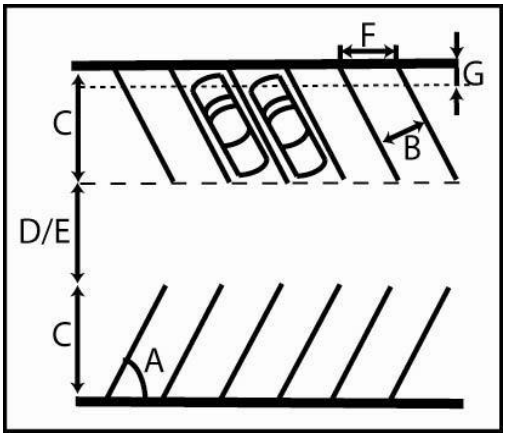


Figure 5.6-B Spatial Relationships of Parking

C. Recreational Vehicle Spaces

Parking spaces for recreational vehicles, if provided, shall be a maximum of 10 feet by 60 feet.

D. Truck Parking Spaces for Truck Stops

[reserved]

5.6.9. Parking Lot Design Standards

A. Surface

All parking and driveway areas and primary access to parking facilities shall be surfaced with asphalt, concrete, or other similar materials, unless otherwise approved. Accent paving is recommended to indicate pedestrian linkages. Pedestrian linkages shall comply with Section *5.5.4 Pedestrian Circulation*.

B. Design and Maintenance

1. All parking areas shall be designed, constructed, and drained in accordance with all applicable City ordinances and regulations.
2. To control dust and drainage, parking areas shall be constructed with dust-free materials in accordance with City ordinances and regulations.
3. All parking spaces shall be permanently marked.
4. Parking facilities shall be continually maintained in compliance with the approved site and/or subdivision plan and shall be free of litter and debris at all times.

C. Circulation Area Design

Circulation areas shall be designed to facilitate the safe movement of vehicles without posing a danger to pedestrians or impeding the function of the parking area. Parking lots that accommodate ten or more vehicles must maintain continuous circulation patterns, with no dead-ends, and safe access to public streets.

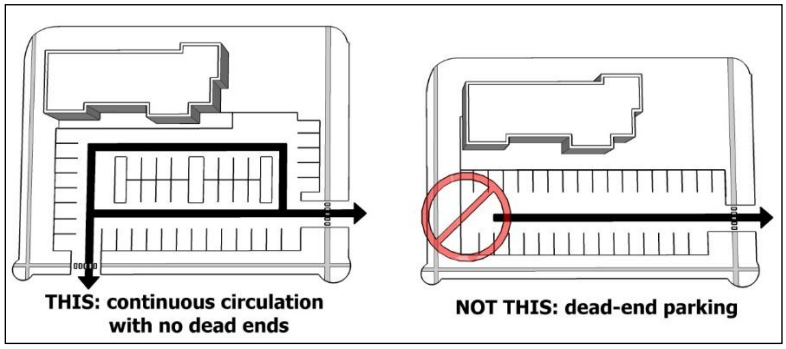


Figure 5.6-C: Example Circulation Area Design

D. Buffering and Screening; Location of Lot

1. Outside downtown, all parking areas shall be separated at least ten feet from buildings, in order to allow room for sidewalks, landscaping, and other plantings between the building and the parking area. For industrial and warehouse buildings, this separation may be eliminated in the rear of buildings in areas designed for unloading and loading of materials.

2. Outside downtown, the visibility of all parking areas shall be reduced by placing 50 percent of the parking to the rear or side of buildings facing public streets. See Figure 5.6-D. No more than one two-sided bay of nose-in parking should be placed between the building(s) and the street.



Figure 5.6-D: Example of Parking Located to Side

3. In the downtown, the visual impact and presence of vehicles shall be minimized by siting parking areas to the rear or interior of the property rather than along street frontage, providing underground and structured parking, and screening parking areas from views both interior and exterior to the site.

E. Parking Area Layout

Surface parking areas shall be divided into sub-areas, each accommodating no more than 250 vehicles. Each parking sub-area shall be separated by a minimum 15-foot wide landscaped feature, which shall include pedestrian walkways and shade features. This technique shall be used to minimize the "sea of parking" between the building and the principle street and to require that the majority of off-street parking be located to the side or rear of the buildings served.

F. Parking Lot Landscaping

The perimeter and interior of parking lots shall be landscaped pursuant to the requirements in Section 5.4.3.C, *Landscaping Inside Parking Areas*.

G. Parking for Single-Family Residential Dwelling Units[9]

This Development Code requires two parking spaces per single-family residential dwelling unit. The on-street parking lane at each lot's street frontage may fulfill the requirement for one parking space, with driveway and garage/carport meeting the additional requirement. Driveways and garage/carport entrances from interior block alleys are preferred. Single-Family Flex development must provide a minimum of 1.5 spaces per unit and 1

guest parking space for every 4 units. All parking spaces must be on-site and each unit must have at least one space in a garage. No parking is allowed in the required setbacks of SFF developments.

H. Shared Access

Parking lots shall share access drives with adjacent property with similar land uses and, when requested by the City, a cross-access easement shall be provided.

I. Lighting and Maintenance

All parking area lighting shall comply with the City's lighting requirements and provide adequate lighting for safety if night use is intended. Parking lots should provide adequate security and should limit visual clutter, parking lot signs, and equipment.

J. Parking Structures

1. Parking structures located along a public street or public pedestrian thoroughfare shall provide for active uses (other than parking) such as retail storefronts at street level.

2. Internal circulation and parking levels shall be oriented so that a horizontal, rather than sloped, plane faces public streets. (See Figure 5.6-E.)

3. Design parking structures to incorporate a comparable level of architectural detailing and quality materials as the primary building.

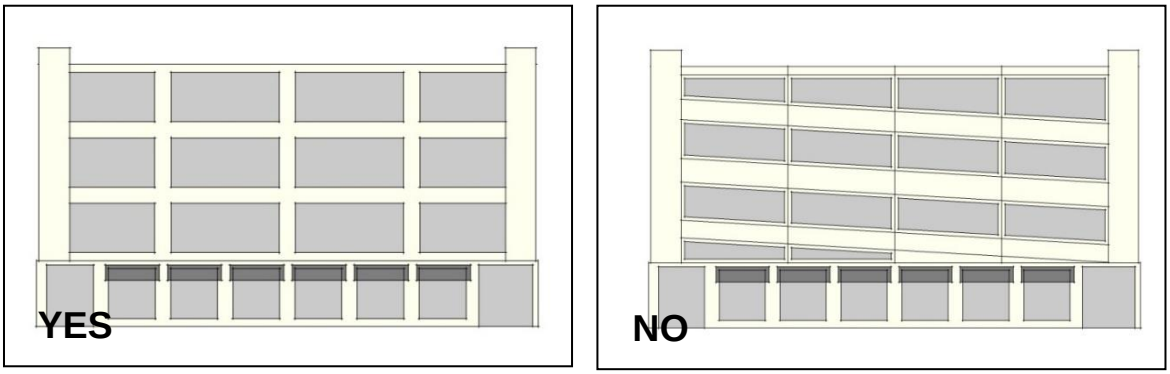


Figure 5.6-E: Parking Garage Design. A sloping approach may be used, but a horizontal plane should face public streets.

5.6.10. Stacking Spaces for Drive-Through Uses[9]

In addition to meeting the off-street parking requirements of this section, drive-through facilities specified in Table 5.6-6 shall comply with the following minimum stacking space standards unless a separate analysis is submitted confirming the stacking demand will be met with less spaces and approved by the Director or their Designee

TABLE 5.6-6: SCHEDULE OF STACKING SPACES		
Type of Use	**Minimum Stacking Spaces**	**Measured From**
Financial institution, teller lane	3	Teller window
Financial institution, ATM	3	Teller machine
Restaurant, with drive through	8	Pick-up window
Restaurant, with only drive through service	12	Pick-up window
Car wash, automatic	4	Bay entrance
Car Wash, self-service	2	Bay entrance
Car Wash, full service	4	Vehicle drop-off point

5.7. RESIDENTIAL BUILDING STANDARDS AND GUIDELINES

5.7.1. Purpose

The standards of this Section are intended to promote high-quality residential development and construction; protect property values; encourage visual variety and architectural compatibility; and promote an integrated character for Buckeye's neighborhoods. Specifically, the standards:

A. Promote new residential developments that are distinctive, have character, and relate and connect to established neighborhoods;

B. Provide variety and visual interest in the exterior design of residential buildings;

C. Enhance the residential streetscape and diminish the prominence of garages and parking areas;

D. Enhance public safety by preventing garages from obscuring main entrances or blocking views of the street from inside residences; and

E. Improve the compatibility of attached and multi-family residential development with the residential character of surrounding neighborhoods.

5.7.2. General Standards for All Residential Development

A. Mix of Housing Types

1. Intent

a. To promote a more diverse community through the provision of a variety of housing types.

b. To encourage developments that are not dominated by a single type of home or dwelling unit, within a narrow range of price points and densities.

c. To encourage "neighborhood-oriented" multi-family developments that incorporate a variety of housing types, such as a combination of duplex, stacked tri-plex/quad-plex, live-work units, townhomes, apartments, and single-family units in a range of sizes.

2. Standard

Developers of 20 acres or more shall provide a minimum housing mix of at least three models, with three elevations per model.

B. Infill Residential Compatibility Standards

1. Applicability[4]

These residential infill compatibility standards shall apply to development of a new residential use, or renovation of an existing residential use, either of which is not part of a planned/phased development, on a site that is adjacent to or across a street from two or more lots with existing structures. Manufactured Homes which are located outside of manufactured home parks or subdivisions shall comply with the design standards within this section.

2. Contextual Front Building Setbacks

Notwithstanding the minimum front setback requirements required in Article 4, *Dimensional Standards*, for the zoning district in which the property is located, the applicant shall use a contextual front setback when existing front setbacks on the same block are less than that required by the underlying zoning. In such circumstance, the front setback for the proposed development shall equal the average of the existing front setbacks on the same and facing block faces. Only lots with similar uses to that proposed shall be included in the average, and vacant lots shall be included using the underlying district standard.

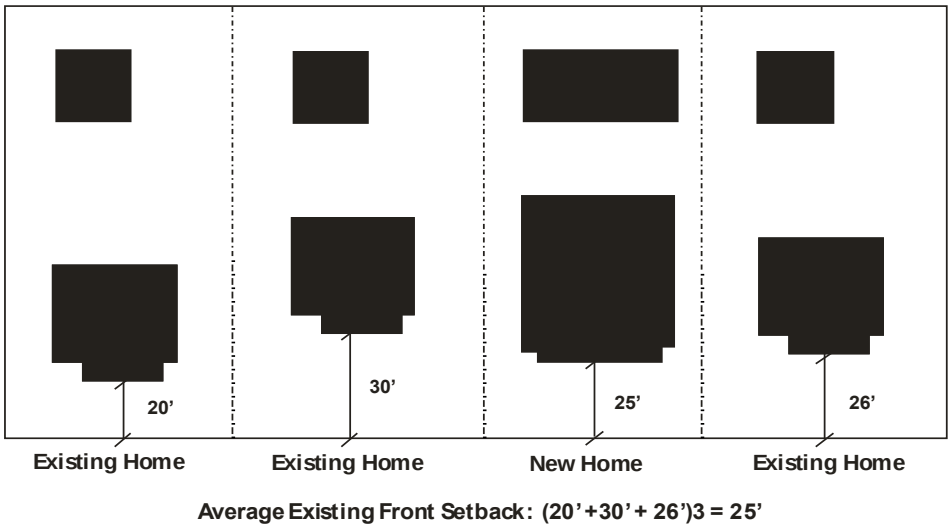


Figure 5.7-A: Example of Contextual Front Building Setback

[4] ORD. 18-17; 07/05/2017

3. Appearance

New development shall be constructed to be generally compatible in appearance with other existing structures on the block that comply with this Development Code. This provision shall be satisfied by constructing the proposed building so that at least three of the following features are substantially similar to the majority of other buildings on the same and facing block:

a. Roof material;

b. Roof overhang;

c. Exterior building material;

d. Shape, size, and alignment of windows and doors;

e. Front porches or porticos;

f. Exterior building color; or

g. Location and style of garage/carport.

4. Accessory Structures

Accessory structures shall be compatible with the associated principal structure in terms of building materials and architectural style.

C. Maximum Garage Width[5][6]

1. The maximum width of front-loaded garages, including the garage door and architectural elements on each side of the garage door, shall not exceed 30 percent of the overall building façade width on lots of 10,000 square feet or greater; 40 percent of the façade width on lots of between 6,000 and 10,000 square feet; and 50 percent of the façade width on lots of less than 6,000 square feet.

2. On homes that incorporate an RV Garage, the maximum aggregate width of the garage doors attached to the primary residence and facing the front of the lot shall not exceed 45 percent of the overall building façade. Unless the individual doors are separated by 4 feet, and one of the garage doors is setback at least 6 feet, in which case the maximum aggregate width shall not exceed 51 percent of the overall building façade.

3. The maximum number of homes that incorporate an RV garage within a subdivision shall not exceed 45 percent.

[5] ORD 09-18, 03/07/2018
[6] ORD 15-20, 09/15/2020

5.7.3. Standards for Single-Family and Two-Family Detached Residential Dwellings

A. Purpose[9]

This subsection is intended to promote building design that contributes to a sense of neighborhood and to the overall streetscape by carefully relating buildings, yards, and garages in relation to public streets and adjacent properties. The standards support visual variety, avoid monotony in home designs and layouts, and protect property values of both the subject property and surrounding development. Single-Family Flex districts are exempt from these requirements but must provide plans and details that are comparable and approved through the Planning and Zoning Commission.

B. Design Standards

1. Orientation of Dwellings to the Street

Each residence shall have at least one primary pedestrian doorway for access to the dwelling located on the elevation of the dwelling facing the front lot line of the property, and clearly visible from the street or public area adjacent to the front lot line. On corner lots, such pedestrian doorway may be located facing any adjacent street.

2. Architectural Variety

a. Design Standards

(i) No home model elevation, including garage elevation, shall be located adjacent to the same home model elevation or garage elevation.

(ii) All home model designs shall provide a similar level of architectural detailing on all sides.

(iii) All home model elevations shall provide a minimum of three color schemes, consisting of at least three colors each.

b. Tracking

It shall be the responsibility of the developer to disclose these architectural variety standards to potential home buyers. Failure on the part of the developer to disclose these requirements shall not be grounds for relief from these architectural variety standards as applied to any individual home.

3. Garages

a. Diversity of Garage Location

In all zoning districts except for SF-43, a diversity of garage styles is required. Diversity shall be achieved by providing a variety of the following garage locations:

(i) Alley-loaded garage;

(ii) Side-loaded garage;

(iii) Garage recessed a minimum of four feet behind the front façade of the dwelling portion of the structure;

(iv) Garage that protrudes no more than five feet in front of the dwelling portion of the structure, if accompanied by a porch that extends to the same plane or further;

(v) Garage that is recessed a minimum of two feet beneath a second-floor bay; and

(vi) Garage flush with the dwelling portion of the building.

b. Three-Car Garage Orientation

The third bay of any three-car garage, except a side-loaded garage, shall not have the same orientation as the first two or shall be offset by two feet when having the same orientation.

c. Side-Loading Garages

Side-loaded garages shall provide windows or other architectural details that mimic the features of the living portion of the dwelling on the side of the garage facing the front street.

d. RV Garages[7,8]

Driveways leading to an RV Garage shall include a paver driveway or stained concrete. Additionally, RV Garages shall be required to have an exact match to the architecture of the principal structure and be set back a minimum of 4' from the front plane of any livable portion of the principal structure. If the RV garage is not setback from the front plane of the livable portion of the principal structure, the façade shall be articulated such that the façade is made up of at least four distinct sections, all of which must be set back or forward of the adjacent façade by at least 3 feet.

4. Alleys

a. If a residential unit has alley access to a garage, the front setback of the living portion of the house (but not the garage) may be reduced by 10 feet.

b. If a residential unit is served by an alley, no driveways in the front yard shall be permitted. All vehicular access, including to garages, shall be through the alley.

[7] ORD 09-18, 03/07/2018
[8] ORD 15-20, 09/15/2020; [9] ORD X-24; 2/20/2024

5.7.4 Standards for Single-Family Attached Residential





Figure 5.7-B: Examples of Building Articulation and Architectural Variety

A. Purpose

The purpose of these standards is to provide a distinctive architectural character in new single-family attached residential development that avoids featureless design and repetition of facades.

B. Building Articulation and Architectural Variety

1. No more than eight units may be attached in a single row or building cluster.

2. The building which is the aggregation of up to eight townhouse units shall be given architectural and visual interest through two or more of the following methods:

a. Providing a projection, recess, or reveal at least every twenty feet, with a minimum change of plane of two feet;

b. Use of two or more distinct materials on each facade;

c. Use of distinct features, such as a balcony or similar feature, between individual units;

d. Use of distinct variations in roof form.

C. Entryway Treatment

1. Entrances should be prominent and visible from the street and from parking areas.

2. The main entry of each unit shall be emphasized by the use of at least two of the following:

a. A porch or landing;

b. Double doors;

c. A roofed structure such as a portico or awning; or

d. The inclusion of side-lights (glazed openings to the side of the door), and transom-lights (glazed opening above the door) in the entry design.

D. Garages

1. If a development includes alleys, the garages shall be accessed from the alleys, and the front setback may be reduced by 10 feet.

2. If the development does not include alleys, garages on the street-facing side of the building shall occupy no more of the front façade width than as indicated on Table 4.1-1.

5.7.5. Single-Family Flex[9]

A. Purpose

The purpose of these standards is to ensure that Single-Family Flex projects provide quality housing that meets the needs of current and future residents. Residences can be attached townhouses or detached individual buildings/cottages. Maximum of ten (10) attached units allowed before a minimum 20 foot space must be provided.

1. Units fronting (primary entrance facing) street right-of-way shall landscape the front setback and enter their garage from the rear or side.

2. A sidewalk should be provided that connects each unit and the public sidewalk.

3. Units that side on a right-of-way are allowed if unable fit a front facing unit. Landscaping must be provided between the building and the right-of-way.

4. No garages should face the right-of-way. Entrance to garages should be from an internal road, alley, or driveway.

5. Access for ingress and egress to an adjacent public right-of-way shall be limited to two locations unless additional access points are required by the fire department.

6. Front, side and rear perimeter setbacks must be landscaped. The setbacks are taken from the perimeter of the project, not individual lots. The minimum number of trees within the landscape areas must be 20 feet on-center or equivalent groupings. Trees must be a minimum of 2-inch caliper at time of planting. Five shrubs or groundcover must be provided for each tree (minimum 5 gallon size).

7. Solid waste trach collection must not block the accessible routes, including the public sidewalk along the right-of-way. Trash cans shall not be visible from offsite except for trash collection days.

8. Community open space for the residents must be provided for and shown on the approved site and landscape plans. For every ten (10) units, a space must be provided that is a minimum of 200 square feet in area, accessible to all residents and includes amenities such as a ramada, picnic table, bar-b-que and landscaping. The required setbacks cannot be

included in the open space calculation. If less than ten (10) units (or increment), a minimum of 120 square foot community open space must be provided.

5.7.6. Standards for Multi-Family Residential (Four or Fewer Stories)

A. Purpose

The purpose of these standards is to improve the appearance of design and functionality of multi-family development, recognizing the importance of design in the economic success of urban areas, the need to be more efficient in the use of land, and the need to ensure the adequate protection of the surrounding area. More specifically, these standards are intended to:

1. Provide a distinctive architectural character in new multi-family residential developments that avoids featureless design, large building masses, and repetition of facades within a single development;

2. Promote sensitive design and planning of multi-family housing units that preserves or improves the characteristics of surrounding development; and

3. Promote building design, placement, and orientation that contributes to a sense of neighborhood and community.

4. Improve the quality of life of residents of multi-family residential dwellings.

E. Applicability

All development or substantial renovation of multi-family residential structures of four stories or less shall comply with the standards in this section. In the case of mixed-use buildings, these standards and the standards of Sections 5.8, *Commercial Building Standards and Guidelines* shall both apply.

F. Building and Parking Location, Layout, and Orientation

1. In multi-building developments, the buildings are encouraged to be arranged to enclose and frame common areas. Common areas and courtyards should be convenient to a majority of units.

2. When more than one multi-family structure is constructed, no multi-family structure shall be located within ten (10) feet of any other multi-family structure.

3. For purposes of measurement in this subsection, projections such as decks and bay windows shall not be counted.

G. Parking

In addition to the parking lot landscaping requirements set forth in Section 5.4.3.C: *Landscaping Inside Parking Areas*, all surface parking shall be:

1. Separated from any building by a landscaped strip of at least ten feet in width, and

2. No more than one double-loaded or two single-loaded rows of parking between any building on the site and an adjacent public street.

H. Building Mass and Articulation

1. Each façade greater than 50 feet in length, measured horizontally, shall incorporate wall plane projections or recesses having a depth of at least 10 percent of the length of the façade, and extending at least 20 percent of the length of the façade.

2. The facades of all multi-family buildings shall be articulated through the incorporation of at least three or more of the following:

a. Balconies;

b. Bay or box windows;

c. Porches or covered entries;

d. Dormers;

e. Variations in materials;

f. Variations in roof forms;

g. Variation in window sizes and shapes; or

h. Vertical elements that demarcate building modules.

3. The height of each multi-family building taller than 35 feet shall be stepped down from its highest roofline at least one full story on any end of the building located within 50 feet of a street-right-of-way or an adjacent area zoned or used for single family residential.

I. Roof Form

1. The incorporation of a variety of roof forms is strongly encouraged. Upper-level residential floors may be incorporated into the roof form to reduce the apparent height and mass of buildings.

2. Multi-family residential buildings shall be designed to avoid any continuous roofline longer than 50 feet. Rooflines longer than 50 feet shall include at least one vertical elevation change of at least two feet.

J. Façades and Detail Elements

1. Highly reflective materials shall not be used in areas where the location of the building will create undue solar, reflective glare on surrounding properties.

2. Natural, smooth-face CMU shall not be used as a primary exterior finish.

3. Siding material shall be continued down to finished grade with the following exceptions:

a. If a secondary wainscot finish precludes this condition; or

b. If grade dictates a siding transition. If this occurs then the area in question must not exceed 18 inches above grade and must be screened by approved landscaping.

4. In multi-building complexes, individual building elements shall incorporate various architectural details, color palettes, or building materials different from the adjacent buildings.

K. Entrances and Porches

Building/development entries shall comply with at least two of the following requirements:

1. At least one main building entry shall face the primary adjacent public street;

2. Building entrances face a courtyard that has a direct and visible connection to an adjacent public street;

3. Building entries are connected to a public sidewalk by walkways that are not routed through a parking lot;

4. The pedestrian entry to the site from the public right-of-way is emphasized with landscaping, special paving, gateways, arbors, or similar features; or

5. No more than one curb cut per 100 feet of frontage. Shared driveways are encouraged.

6. The front entry of any structure shall be emphasized by the use of at least two of the following:

a. A porch or landing;

b. Double doors;

c. A roofed structure such as a portico, awning, or marquee;

d. The inclusion of side-lights (glazed openings to the side of the door), and transom-lights (glazed opening above the door) in the entry design;

e. Decorative lighting; or

f. Enhanced landscaping.

L. Accessory Elements

1. Storage

A multi-family project shall provide covered, enclosed, and secure storage areas for bicycles and other belongings that typically cannot be accommodated within individual dwelling units. Storage and other accessory buildings shall be designed with materials and/or architectural elements that are related to the principal building(s).

2. Trash Receptacles/Dumpsters

Dumpsters shall not be allowed in developments or sites with six or fewer dwelling units. Developments or sites with six or fewer units shall provide covered storage for trash receptacles. Such storage shall not be located between any building and the primary adjacent street frontage.

M. Garages

1. Attached or Detached Garages

Garage entries and carports shall not be located between a principal multi-family building and a required street frontage, but shall instead be internalized in building groups so that they are not visible from adjacent streets.

2. Size

Garage and carport structures shall be limited to eight spaces per structure to avoid a continuous row of garages. No more than eight garage doors may appear on any multi-family building elevation containing front doors, and the plane of each garage door shall be offset at least two feet from the plane of the garage door adjacent to it.

3. Design

Detached garages and carports shall be integrated in design with the principal building architecture, and shall incorporate similar and compatible forms, scale, materials, color, and details.

4. Parking Structures

Underground parking, structured parking, and parking within, above, or beneath the building it serves are all strongly encouraged for multi-family developments.

5.7.7. Standards for Multi-Family Residential (More Than Five Stories)

All multi-family residential dwellings that are five stories or greater in height shall comply with the development standards for commercial buildings set forth in Section 5.8, *Commercial Building Standards and Guidelines*.

5.12 DISTRICT-SPECIFIC DEVELOPMENT STANDARDS

5.12.1. Single-Family Residential 43 (SF-43) [4]

A. Sidewalks

Sidewalks are not required, but if public sidewalks are provided sidewalks, they must meet ADA requirements. Bridle paths, trails, and similar types of improvements are encouraged where appropriate.

B. Lighting

Street lighting is not required. For safety reasons, lighting may be required at all major intersections. Lighting on private property shall be in accordance with Section 5.10, *Exterior Lighting*.

C. Fencing

Project perimeter fencing shall be required. An open design is encouraged. The design of project perimeter fencing shall be consistent and compatible with all other types of fencing allowed. Perimeter fencing for each lot is optional. Notwithstanding Section 5.4.6, *Fences, and Screening*, higher fencing in front setback areas may also be allowed if deemed appropriate.

D. Natural Vegetation

All lots containing natural (undisturbed) desert vegetation are not to be graded, disturbed, or cleared beyond the identified building envelope in the initial construction of a subdivision.

E. Drainage

Natural drainage areas outside of designated building envelopes must be preserved. Care is to be taken when establishing the building envelope to locate outside existing drainage areas. A natural drainage area is within 25 feet of where water collects or drains in the course of a storm event.

5.12.2. Mixed-use Districts[4]

A. General Standards for All Mixed-Use Districts

1. Street Design and Character

a. Street Tree/Furniture Area

The street tree/furniture area shall have a minimum width of six feet (from back-of-curb) and shall be continuous and located adjacent to the curb. The area shall be planted with street trees with a spacing based on the mature canopy width of the tree species selected. The area also is intended for the placement of street furniture including seating, streetlights, waste receptacles, fire hydrants, traffic signs, newspaper vending boxes, bus shelters, bicycle racks, public utility equipment such as electric transformers and water meters, and similar elements in a manner that does not obstruct pedestrian access or motorist visibility, and subject to applicable requirements of this Code.

b. Clear Area

The clear area shall be a minimum width of six feet, shall be hardscaped, and shall be located adjacent to the street tree/furniture area. The clear area shall be unobstructed by any permanent or nonpermanent element for a minimum width of six feet and a minimum height of eight feet. Additional sidewalk width located between the clear area and the building may be used for outdoor dining or seating areas.

c. Supplemental Zone

A supplemental zone may be provided at the option of the applicant between the street-facing facade and the required clear area, to provide additional areas for outdoor dining, porches, terraces, landscape and water features, and plazas. A supplemental zone, if provided, may be a maximum of 20 feet deep and may extend up to 30 percent of the linear frontage of the development. The supplemental zone shall not provide any parking or vehicle circulation areas.

d. Building Placement

At least 75 percent of the building facade facing a public street shall be brought up to the clear area, or supplemental zone if provided.

e. Sidewalk Entries

Sidewalk entries to buildings shall occur at a maximum of every three ground level units or 75 feet for retail/commercial frontages.

f. Utilities

Transformers, switchgear, and related utility service equipment shall not be located above-ground in pedestrian access easements. Building service panels are to be located on the inside of all buildings.

g. Paving

Paving is intended to highlight or accentuate special areas along the ground plane while at the same time complementing the design of adjacent building and streetscape elements.

(i) Sidewalk Paving

Sidewalk paving along the mixed-use development primary streets and secondary streets shall include accents areas of pavers or stamped concrete comprising a minimum of 30 percent of the paved walkway surface. All sidewalk paving shall be installed over a subgrade approved by the public works department and shall be maintained by the adjacent property owner.

2. Pedestrian Amenities

In all mixed-use districts, ground-floor facades that face public streets or other public areas (e.g., outdoor gathering spaces, parks or open space, parking areas) shall incorporate pedestrian-oriented design features along no less than 60 percent of their horizontal length. Pedestrian-oriented design features may include arcades, display windows, entryways, awnings, or other features approved by the Director. Shaded sidewalks required by this Code that are part of the building design may be credited toward this standard, as well.

3. Ground-Floor Uses

a. Intent

The incorporation of commercial uses such as retail shops and restaurants at the street level is strongly desired within the mixed-use districts to promote a more active environment for pedestrians and support residential and office uses located within the same building (on upper floors) or nearby.

b. Standards

(i) Location

Commercial uses shall be concentrated adjacent to transit stops, major public spaces, and in other areas where a high level of pedestrian activity and visibility is desirable. If a limited portion of a structure's ground level will be devoted to commercial space, such space shall be located along those facades adjacent to or most visible from transit corridors, primary street frontages, or major pedestrian walkways.

4. Residential Uses

Residential uses shall be incorporated within a mixed-use development to be visually and/or physically integrated with nonresidential uses. This shall be achieved by ensuring that residential uses meet at least two of the following:

a. Residential uses are vertically located above street-level commercial uses;

b. Residential uses are horizontally integrated into site development to provide a transition between the highest intensity uses within the center or development and the adjacent neighborhood;

c. No internal block walls are used that separate residential and nonresidential uses from each other; and

d. A pedestrian circulation system (i.e., sidewalks, crosswalks, trails, etc.) is provided that reduces conflict between pedestrian and vehicular movements and increases pedestrian activity between residential and nonresidential uses.

5. Parking Standards for Mixed-Use Districts

The purpose of parking area requirements is to ensure that the parking areas themselves are not the dominant feature of the mixed-use development. These requirements severely restrict on-site surface parking (other than incidental parking in association with residential development leasing offices, or head-in or parallel spaces to support retail uses) and encourage physical consistency throughout the development, including the appearance of parking garages. In all mixed-use districts, the following standards apply:

a. Allowable Parking

Parking areas shall be limited to structure or below-grade with the exception of on-street parking and minimal surface parking areas to support retail uses or stand-alone restaurants. On-street parking shall not be designated per individual business or occupancy but may count toward the minimum parking requirements for the entire structure along the adjacent frontage. Parallel parking, head-in parking along streets, and/or minimal surface parking is permitted subject to approval through the site plan or development plan process.

b. Parking Location

Off-street parking is prohibited between the principal street and the corresponding street-facing facade line.

c. Parking Lot Screening

In all mixed-use districts, all surface parking lots adjacent to a public street shall be screened using one of the following methods below:

(i) An perennial hedge at least three feet in height at maturity consisting of a double row of evergreen shrubs planted three feet on-center in a triangular pattern; or

(ii) Berming of the grade to at least 2 ½ feet in height above the finish grade of the parking lot, and with slopes no greater than 2:1. Slopes shall be covered with shrubs spaced a maximum of three feet on center; or

(iii) A masonry wall no less than 3½ feet in height.

6. Driveways

Like parking garages, driveways are not intended to dominate the streetscape of a development. These requirements are intended to promote pedestrian-oriented design that minimizes conflict with vehicular uses. Curb cuts shall be limited as per the Engineering Design Standards (EDS). Requests for additional curb cuts beyond this amount will be reviewed and determined based on demonstrated need and safety considerations.

7. Material and delivery loading areas

Material and delivery service areas, while necessary, are to be screened as completely as possible from the adjacent streets. Placement: The placement of loading or service areas shall be subject to approval as part of the site plan or development plan. Refer to Section 5.6.

B. Additional District-Specific Standards for the NMU Neighborhood Mixed-Use District

The following district-specific standards apply to all development in the NM district.

1. Building Footprint

Establishment of single-tenant nonresidential buildings exceeding 5,000 square feet and multiple nonresidential tenant buildings exceeding 15,000 square feet shall require a conditional use permit.

2. No Park/Drive Zone

Parking, drive aisles, and/or drive throughs shall not be permitted between the building and front/corner yard landscape buffer on the side.

C. Additional District-Specific Standards for the CMU, RMU, and IMU Mixed-Use Districts[4]

The following district-specific standards apply to all development.

1. Outdoor Gathering Areas and Pedestrian Amenities

a. All site plans five acres in size or larger shall devote a minimum of two percent of the net site area to one of the following types of outdoor gathering spaces or pedestrian amenities:

(i) A landscaped private common open space for use of the residents, employees, and visitors to the development;

(ii) A playground, patio, or plaza with outdoor seating areas, provided such feature has a minimum depth and width of 10 feet and a minimum total area of 300 square feet. The area shall include pedestrian amenities to support these places as gathering areas; or

(iii) A combination of the above-listed amenities.

b. To the maximum extent feasible, where significant natural and scenic resources exist on a site, the developer shall give priority to their preservation as an outdoor gathering area to fulfill the requirements of this section.

c. The following shall not be counted towards the requirements of this section:

(i) Private yards;

(ii) Public or private streets or rights-of-way; and

(iii) Parking areas and driveways for dwellings.

(iv) Outdoor gathering areas shall be located so as to be readily accessible and useable by residents of or visitors to the development.

5.12.3. Office

Any retail use may be located in the PO district only within a building that also contains permitted and related non-retail uses. Such retail uses shall be limited to 30 percent of the gross floor area of the building. No outdoor storage or merchandise display is allowed.

5.12.4. Downtown[1]

The purpose of the Downtown Overlay is to preserve and enhance Buckeye's unique rural downtown historic character. The overlay also protects the identity of a downtown main street, by developing standards and creating allowances that promote a downtown to be an economically viable part of the City by encouraging revitalization with new commercial and residential infill development. Downtown Buckeye reflects a pedestrian and mixed use area that is supported by a Governmental Center.[2]

A. Downtown Boundary

The Downtown Area is shown on the "City of Buckeye Downtown Boundary Map." The boundaries of the Downtown Area are generally bounded by Miller Road on the west, Maricopa Road on the north, 239th Avenue on the east and Irwin Avenue/Beloat Road on the south.[3]

The Downtown boundaries are designated in two areas, Area I and Area II. Area I is intended to be the core area where most of the new standards and allowances in this Section occur. Area I is centralized around the "Monroe Avenue Corridor" (located between Miller Road and 9th Street on Monroe Avenue) and many of its directly adjacent commercial and residential uses. Area II was also considered to be part of the original core area or a gateway into the core area of the City. Since Area II is located on the outskirts of the "Monroe Avenue" Core it was not given as many allowances.

B. Signage

Signs are an essential element that defines the character of a Downtown Area. They are the initial communication between a business and a customer. As such, they must be attractive, easy to read and complement the architecture of the building, while providing adequate identification of the business. The City's desire is to encourage unique and distinctive signage Downtown which may not be found or allowed in other areas.

[1] ORD. 19-12; 10/16/2012

[2] This overlay is adopted pursuant to A.R.S. Section 9-462.01(D), as an "overlay zoning district" that includes regulations that modify and not replace the existing zoning district regulations currently applicable to the properties within the overlay.

[3] Boundaries established by ORD. 19-12, 10/16/2012

1. Standards and Guidelines-General

The following types of signage shall be permitted pursuant to the issuance of a Sign Permit and compliance with the established standards and guidelines.

a. General

(i) Encourage the use of signs that reflect the pedestrian scale of downtown.

(ii) Signage should have the capability of being illuminated in the evening, although the source of light must be hidden or shielded from the direct view of motorists or pedestrians. However, neon, LED and digital signs are allowed.

(iii) A sign's letters should not appear to occupy more than 75% of the sign panel area.

(iv) Building numbering is required and the location and size shall be approved by the Fire Department.

(v) Each business area shall be permitted a sign area of 32 square feet.

(vi) Signage will not be located in any sight lines.

b. Freestanding/Monument Signs *(See Table 5.12-1: Maximum Size Allowed for Freestanding Signs in Downtown)*

(i) Must be located within the front setback and must be at least five feet from the building.

(ii) Must be at least five feet from the property line and not blocking any site visibility lines.

(iii) The height must not exceed the height of the principal structure.

(iv) An architectural enhanced base is required for monument signs.

(v) Sign area is calculated by sign panel or copy area, architectural embellishments will not be calculated as part of the sign area.

TABLE 5.12-1: MAXIMUM SIZE ALLOWED FOR FREESTANDING SIGNS IN DOWNTOWN

Uses	Maximum Sign Height (Feet)	Maximum Sign Area (Square Feet)
Multi-family /Office	6	20
Single-tenant commercial Mixed-use Religious Assembly	8	32
Multi-tenant commercial	12	48

c. Wall Signs

(i) Rectilinear box wall cabinet signage is prohibited. Individual pan-channel letter signs, metal, wood, etc. signs are allowed.

(ii) Wall Signs shall fit proportionally with building massing and architectural features of the elevation.

(iii) Wall Signs Facing Residential Uses. Wall Signs on building elevations abutting property designated for residential use in the General Plan shall:

(1) Not be illuminated

(2) Not exceed 6 square feet in area

d. Awning Signs

(i) Locate signage text on the valance of the awning or the edge of the canopy.

(ii) Shall not obstruct sidewalks, required accessible paths of travel, or the visibility of other signs.

e. Window Signs

(i) Web addresses and telephone numbers are encouraged on windows.

(ii) Paint on windows shall be prohibited except during the promotion of temporary holiday events/sales.

(1) The painted signs are limited to 30 days at a time with 15 days between promotions and shall not be painted more than 180 days a year.

(iii) Letter height on window signage is recommended to be a minimum of six inches tall.

(iv) Window signage is allowed to cover up to 25 percent of the total window area on the building.

(v) Select a letter color that is in high contrast from shadows created by the store display.

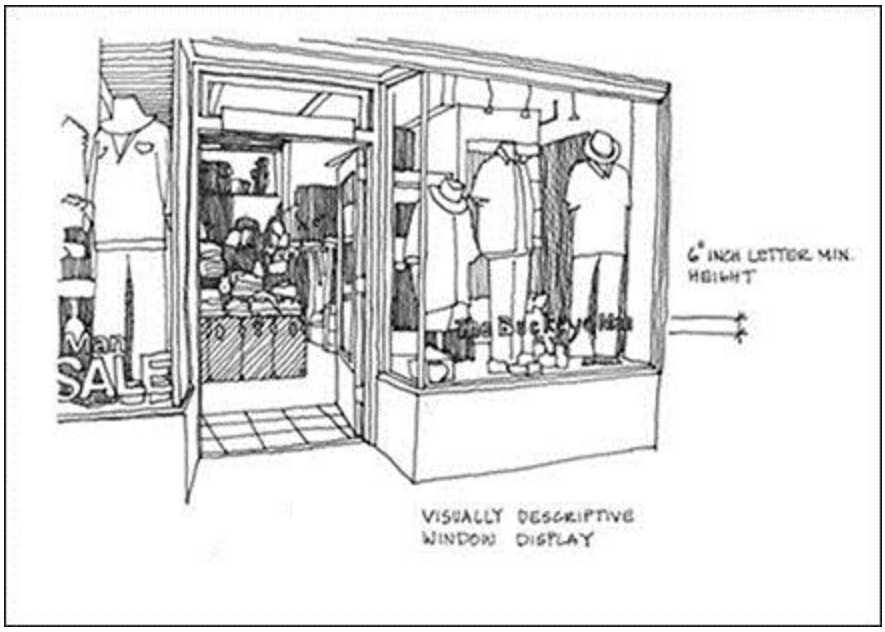


Figure 5.12-A: Window Signage

f. Home Occupation Signs *(See Table 5.12-2: Extended Table of Home Occupations Downtown)* in conjunction with Section 10.3.4, shall allow for a non-illuminated sign not to exceed three square feet.

(i) The design and placement shall be approved by the Development Services Department.

(ii) A three square foot sign can be attached to the primary residence, or

(iii) A three square foot monument sign can be placed on the property perpendicular to the ROW, as long as the sign including the base is not taller than three feet.

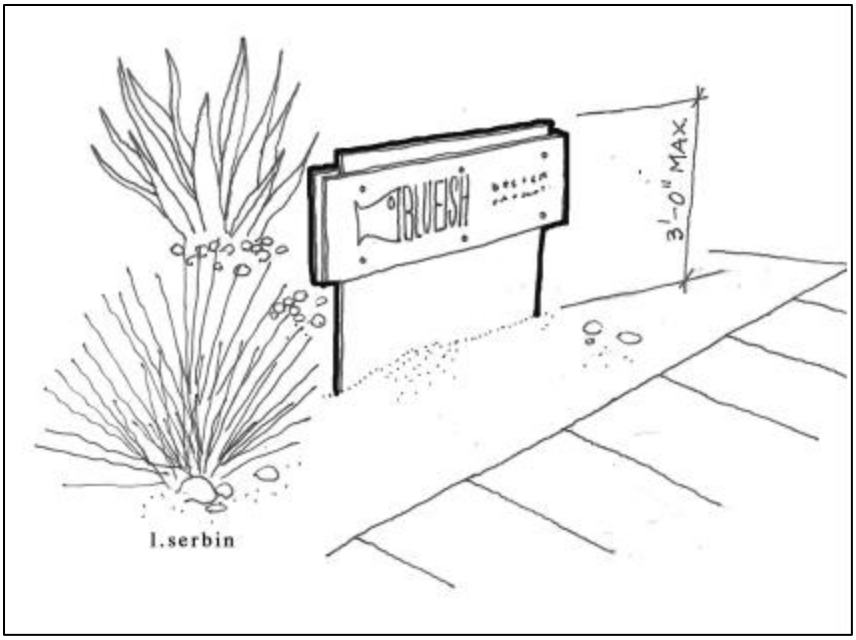


Figure 5.12-B: Home Occupation Sign

2. Signage- Area I

a. Roof Mounted Signage

(i) Permitted along Monroe Avenue.

(ii) Cannot not extend more than six feet above the roofline.

(iii) A height greater than six feet can be approved by the Director taking in consideration the height of the pre-existing historic sign.

b. Monument signs can be located on the property line with the Director's approval.

c. Temporary Signs

d. Allow use of sandwich or "A-frame" signs during regular business hours without a temporary sign permit.

(i) On-Site A-Frame Signs

(1) Placement must allow for a minimum 3 foot pedestrian pathway to/from all building entrances and exits.[4]

(2) Shall not exceed 4 feet in height and 3 feet in width.

(3) Shall be constructed of durable materials with a stable, weighted base.

(4) Shall be limited to one per business or tenant per public street frontage.

[4] ORD. 18-17; 07/05/2017; [4] ORD X-24; 2/20/2024

(5) Shall not be illuminated or animated in any way.

(6) Except as otherwise specified in this Section, A-frame signs shall only be displayed during normal business hours of operation.

(7) Shall not be placed upon, affixed or attached to any object, including, but not limited to, light poles, trees, traffic signals, benches, tables, street signs, fencing, or bike racks.

(ii) Off-Site A-frame Signs

A-frame signs may be placed off-site if all of the following standards are met:

(1) Must obtain written approval of the property owner of record for the property where the sign is to be located.

(2) A site plan or illustration depicting the location of the off-site A-frame sign must be submitted and approved by the City prior to the placement of the sign.

e. Suspended Signs

(i) Buildings with a front setback of zero to 10 feet are encouraged to have double-sided attached perpendicular signs.

(ii) The bottom of the sign must have seven feet of clearance.

(iii) Symbolic and historic three-dimensional signs such as barber shop poles and appropriately-sized projecting signs are allowed.

(iv) Creatively shaped signs are encouraged.

(v) Suspended Signs are not included in the total allowable business sign area.

C. Lighting

Lighting in the downtown should serve to illuminate façades, entrances and signage and provide an adequate level of personal safety while enhancing the aesthetic appeal of the buildings. The following lighting is allowed in the downtown area:

1. Standards and Guidelines- General

a. Shielded Security Lighting is required along service entrances and along alleys for all commercial buildings.

b. Ornate or accent lighting that enhances the building or property is encouraged.

c. Roof mounted sign may only be illuminated internally or with down lighting.

d. "Shoebox" site lighting is prohibited. Site lights need to be architecturally sensitive to the building architecture.

e. Lights may not be exposed beyond the lighting array.

f. Buildings on a zero foot setback will be allowed to have down lighting spillover the property.

g. Lighting under covered awnings or arcades is required.

h. All lighting must be in accordance with ARS § 49-1101 et seq.

D. Building Materials

Building materials and color should help establish a human scale and provide visual interest. The predominant color should be respectful to the architectural style of the building and compatible with buildings in the Downtown District. These materials are listed in addition to Section 5.8.3 F.

1. Standards and Guidelines- General

General Materials should appear similar to those used historically. Appropriate building materials include, but are not limited to:

a. Primary Building Materials:

(i) Smooth Stucco

(ii) Brick

(iii) Striated Brick (raked or directional grain brick)

(iv) Adobe Block

(v) Integral Colored Concrete Masonry Unit (CMU)

(vi) Terra cotta

(vii) Architectural Cast Concrete

b. Secondary or Accent Materials (not to be used for more than 20 percent of the building façades)

(i) Steel

(ii) Standing Seam Metal

(iii) Stamped Metal

c. Transparency[4]

(i) On properties with direct frontage on either Monroe Avenue and/or 4th Street or separated from either street by undeveloped strips of land with a depth of twenty (20) feet or less, On all properties within the Downtown Core, as illustrated on Figure 3.1 (Long-Term Future Land Use Framework Plan) of the Buckeye Downtown Specific Area Plan, building facades facing either street must consist of transparent glazing for at least 50 percent of the ground floor wall area between two and 10 feet above grade, and for at least 35 percent of the wall area of upper floors. If a single-story building has a façade taller than 20 feet, the façade area above 15 feet shall consist of transparent glazing for at least 35 percent of the wall area of the portion greater than 15 feet.

(ii) Excluding those properties covered in item (i) above, for all other properties in the Downtown Activity Center, building facades facing a public street must consist of transparent glazing for at least 30 percent of the ground floor wall area between two and 10 feet above grade, and for at least 20 percent of the wall area of upper floors. If a single-story building has a façade taller than 20 feet, the façade area above 15 feet shall consist of transparent glazing for at least 20 percent of the wall area of the portion greater than 15 feet.

2. Building Colors

a. Primary colors or other brilliant colors are to be only used as an accent on the building or for corporate logo colors.

b. No more than 10 percent of any commercial building façade shall use primary (red, yellow or blue) or other brilliant non-earth tone paint color.

c. No commercial building may use paint colors with a Light Reflective Value (LRV) greater than 60 percent.

d. Fluorescent colors are prohibited.

E. Building Orientation[4]

On all properties within the Downtown Core, as illustrated on Figure 3.1 (Long-Term Future Land Use Framework Plan) of the Buckeye Downtown Specific Area Plan, shall be designed to accommodate primary customer access from the adjacent public sidewalks. Buildings which feature a dual orientation where customers can access the building/business from the public sidewalk as well as on-site parking, behind, are also supported.

F. Landscape/ Shading[4]

Plants serve multiple purposes and improve the aesthetics of an area by providing color, texture, and visual interest. Plants also assist in defining spaces and compliment building architecture. Landscaping/shading treatments should be used to enhance the pedestrian experience and compliment architectural features.

1. Buildings with a 0-foot front setback have no minimum landscape requirement.

2. Unless existing site conditions limit on-site landscaping, all property must meet the standards provided in Section 5.4.3 Landscaping Required of this Code.

3. On all properties within the Downtown Core, as illustrated on Figure 3.1 (Long-Term Future Land Use Framework Plan) of the Buckeye Downtown Specific Area Plan. Awnings, canopies and/or covered arcades are required on street-adjacent sides of a building, to extend at least 50 percent of the length of the building. For all other locations within the downtown, awnings, canopies, and/or covered arcades are encouraged.

An awning or covered arcade may be allowed in public right-of-way with an encroachment permit.

a. Awnings and canopies must have a minimum 5 foot projection from the building and a maximum of 10 feet unless additional projection is required to cover the adjacent public sidewalk

b. Covered arcades and covered walkways must extend to the edge of sidewalk on buildings with a 0 foot setback.

G. Screening

Screening of mechanical equipment is used to keep an area aesthetically appealing to residents and visitors of domiciles and businesses. The downtown area has a mix of uses with no traditional suburban-style development buffering. This unique situation makes the need for screening mechanical equipment from the public view essential to this area.

1. Utility areas and mechanical equipment should be located so that they do not detract from the aesthetic appeal of the district.

2. Whenever practicable, relocate or screen outdoor utilities and mechanical equipment from public view from adjacent streets. If the screening detracts from the architecture of the building or aesthetics of the area, a waiver of this requirement may be issued by the Development Services Director.

3. Landscape screening is acceptable.

4. Consider the impact of fencing and walls on adjacent commercial to residential properties.

H. Setbacks

The downtown area is comprised of many different plats and lots. Some of the plats had implied setbacks and others had recorded standards. Some of the commercial buildings were developed by standards of the time. Due to pre-existing conditions, there is no uniform standard for commercial or residential setbacks.

I. Commercial[4]

Traditional commercial setbacks in a downtown area range from 0 to 15 feet encompassing an entry treatment for the business establishment. The current development code primarily addresses only strip-center or pad type of development with setbacks large enough to allow parking along street frontages. This approach is counter-productive in a downtown setting.

a. On all properties within the Downtown Core, as illustrated on Figure 3.1 (Long-Term Future Land Use Framework Plan) of the Buckeye Downtown Specific Area Plan, the maximum building setback shall be 8', except that restaurants and similar uses that provide integrated space for outdoor dining may be set back up to 30 feet if the outdoor dining area extends from the front face of the building to within 8' or nearer of the street adjacent property line. In instances where a Public Utility Easement (PUE) is provided directly adjacent to street, the maximum building setback

can be increased to 12 feet to allow for provision of landscaping by the Development Services Director or their designee.

b. For all other commercial properties within the Downtown Activity Center, the maximum building front setback for commercial buildings is calculated using the average of the two adjacent building front setbacks.

J. Residential

Design setbacks to reflect the existing streetscape including the location of other buildings on the block. An appropriate setback can be determined by drawing an imaginary line along the front facades of the buildings on a block. Unlike a more suburban setting, the primary building facades should be located parallel to the street. Please refer to *Figure 5.7-A Residential Infill*.

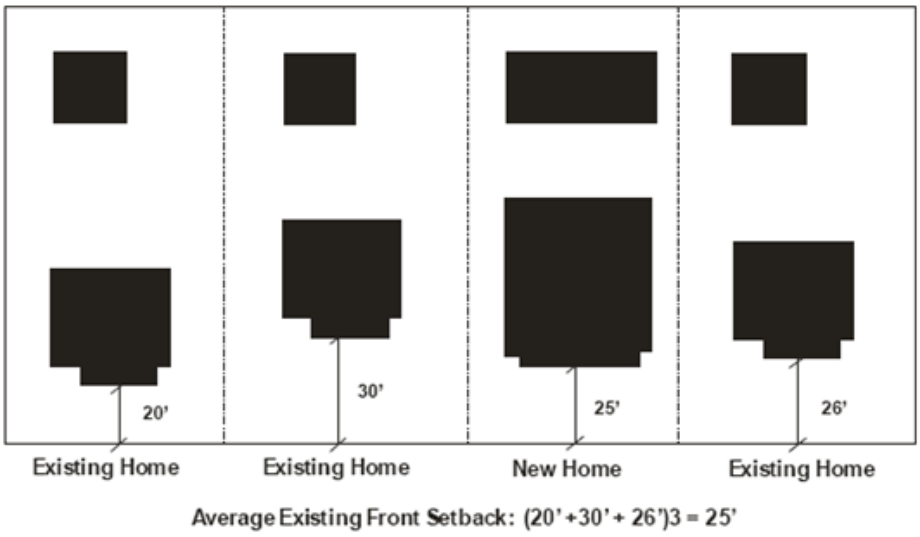


Figure 5.7-A: Example of Contextual Front Building Setback

K. Parking

The downtown area does not have contemporary suburban commercial and residential development. In an area that has established uses, not every commercial building has available space for parking. What makes downtown unique is the availability of on-street and common off-street public parking and pedestrian activity.

1. If on-site parking is utilized, the parking shall be designed to the rear or sides of the building. Parking within a front setback area shall be prohibited.

2. If traditional parking is not feasible, please refer to Section 5.6.7B Parking Alternatives of this Code.

3. Sole on-street parking may be utilized.

L. Use-Specific Requirements[4]

1. Multi-Family Dwellings

a. On all properties within the Downtown Core, as illustrated on Figure 3.1 (Long-Term Future Land Use Framework Plan) of the Buckeye Downtown Specific Area Plan, multi-family residential uses (including leasing offices and ancillary resident spaces such as fitness centers), where permitted, may not occupy more than 40 percent of the linear frontage of any building façade directly adjacent to 4th Street or Monroe Avenue, if applicable.

b. There shall be no restriction on ground floor multi-family use of any building facades not facing 4th Street or Monroe, or any limitation on use of upper floors for multi-family residential use.

2. Drive-through uses

a. Where permitted, any proposed/new drive-through use must be located a minimum of 1,320 feet of the nearest existing drive-through on the same side of the street, measured from nearest building wall to nearest building wall.

b. No parcel to be developed with a drive-through use shall share a property line with a parcel developed with a single-family residence.

c. A business' drive-through is to be visually minimized. The design focus of any business with a drive-through must first be on accommodating pedestrians utilizing the adjacent public sidewalk. From the perspective of the adjacent street, it should not be readily apparent that the business features a drive-through component.

d. No drive-through lane or drive aisle may be located between the building's front, street-facing façade and the public sidewalk.

e. All drive-through menu boards, speaker boxes, or other features inherent to drive-through uses must be fully screened from adjacent streets.

3. Mini-Storage and Gas Station Uses

a. Where permitted, any proposed/new mini-storage facility or gas station within the downtown overlay must be separated from the nearest existing storage facility or gas station by a minimum of 2,640 feet, measured from nearest property line of the proposed use to the nearest property line of the closest existing use.

b. The 2,640-foot separation requirement is inclusive and applies to gas stations from other gas stations, gas stations from mini-storage facilities, and mini-storage facilities from other mini-storage facilities.

c. The required separation applies to any proposed/new gas station or mini-storage facility within the downtown overlay from any other existing mini-storage facility or gas station, whether located within or outside of the downtown overlay. Conversely, proposed/new gas stations or mini-storage facilities located outside of the downtown overlay are not required to meet this minimum separation requirement.

4. Outdoor Dining

a. Any building constructed prior to January 1, 2024, shall maintain a minimum 6-foot-wide continuous sidewalk free from any seating, furnishings, or other obstructions adjacent to any street frontage.

b. Any building constructed after January 1, 2024, shall maintain a minimum 10-foot-wide continuous sidewalk free from any seating, furnishings, or other obstructions adjacent to any street frontage.

c. Required sidewalk width may be located within the public right-of-way, on private property within a dedicated sidewalk easement, or a combination of both.

d.

M. Conversion from Single Family Dwelling to a Commercial Use

The downtown area has residential homes that currently have commercial zoning. The downtown area also encourages adaptive reuse. This means that the need for converting residential uses to commercial uses is present and will need guidelines and regulations.

1. Locate parking off-site. If parking is necessary on-site, it must be located in the rear or sides only.

2. On-site parking should be screened from adjacent residential properties.

3. Landscape area in the interior of the lot as well as the street frontage shall be in conformance to Section 5.4.3 Landscaping Required.

4. Create a pedestrian walkway or corridor from the parking area to the building entrance using a change in material.

TABLE 5.12-2: EXTENDED TABLE OF HOME OCCUPATIONS IN DOWNTOWN
P=Permitted C=Conditional

Use Category	Use Type	Area 1	Area 2
Food Service	Baked Goods or prepared Meals (Delivery or Pick-up)	**C**	**C**
Personal Services	Massage Therapy	**P**	**P**
	Naturopathic Medicine	**P**	**P**
	Chiropractor/Acupuncture	**P**	**P**
	Personal Training	**P**	**P**
	Palm Reading/ Fortune Telling	**P**	**C**
	Tutoring	**P**	**C**
	Music Lessons	**P**	**C**
Retail	Web Based	**P**	**P**
Office	Personal Office	**P**	**P**

TABLE 5.12-2: EXTENDED TABLE OF HOME OCCUPATIONS IN DOWNTOWN P=Permitted C=Conditional			
Use Category	**Use Type**	**Area 1**	**Area 2**
Visitor Accommodation	Bed and Breakfast	**P**	**-**
Services	Art Studio	**P**	**C**
	Music Studio	**P**	**C**
	Custom Wood-working	**C**	**C**

ARTICLE 6: LAND SUBDIVISION

Previous sections not included in TA update

6.3 DESIGN STANDARDS

6.3.1. Minimal Standards

The design standards in this Article are minimum standards. The City, at its discretion, may impose more restrictive standards when it finds that they are necessary to preserve and protect public health, safety, and welfare.

6.3.2. Compliance with Adopted Plans and Development Code

All subdivisions shall comply with all other applicable zoning, design, and development regulations set forth in this Development Code, the Buckeye General Plan and all other adopted city plans, including but not limited to:

A. Area Plans;

B. Specific Plans;

C. Community Master Plans and Planned Area Developments;

D. Transportation and Transit Plans; and

E. Parks, Trails, Recreation, and Open Space Plans.

6.3.3. Suitability for Subdivision

Land subject to hazardous conditions such as floods, mud flows, rock falls, possible mine subsidence, mine shafts, shallow water table, open quarries, and polluted or non-potable water supply shall be identified and shall not be subdivided until the hazards have been mitigated or will be mitigated by the subdivision and construction plans.

6.3.4. Streets

All public and private streets shall comply with the City of Buckeye Standard Engineering Specifications and Section 5.5.3, *Streets and Vehicular Circulation*, and in addition shall comply with the following standards.

A. Coordination of Streets

1. All new streets shall intersect with surrounding existing streets at safe and convenient locations. All street classifications shall connect with surrounding streets where necessary to allow convenient movement of traffic and reasonable access for emergency vehicles, but connections shall not be permitted where the effect would be to encourage the use of such streets by cut-through traffic.

2. When connections to surrounding streets are proposed or required by the City, public right-of-way shall be dedicated, and streets developed to existing paved rights-of-way.

3. The City may also require temporary hammerheads or turnarounds to be constructed for temporary cul-de-sacs between development phases.

B. Street Intersections

1. Streets shall intersect as nearly as possible at right angles, and no more than two streets may intersect at any one point.

2. Street jogs with centerline offsets less than 250 feet are not permitted along any street where interlocking left turns will occur. Offsets as small as 135 feet are allowed on local residential streets and on minor collector and local commercial and industrial streets where interlocking left turns will not occur.

C. Street Design Standards

1. Streets shall be related appropriately to expected use. Streets shall be designed as set forth in the City of Buckeye Engineering Design Standards (EDS) and as warranted by an approved Traffic Impact Analysis.

2. Streets constructed according to the City of Buckeye Standard Engineering Standards shall provide a standard curb, gutter, and sidewalk.

3. Other suitable designs and materials may be approved for the construction of streets, curbs and sidewalks when in the opinion of the Planning Commission, such methods would be more environmentally desirable or more in keeping with the design of the development or neighborhood.

4. Collector Streets, Minor Arterial Streets, and Major Arterial Streets shall have a landscaped median as determined by the City.

D. Bridges

All bridges shall be constructed according to applicable Arizona Department of Transportation and City standards.

E. Fire Hydrants

1. Every new development (subdivided and unsubdivided) that is served by a public water system shall include a system of fire hydrants which are constructed according to MAG standards.

2. The Fire Chief shall determine the precise location, number and type of all hydrants depending on the location, building size, density and lot size of the subject development.

3. Water lines that serve hydrants shall be at least six (6) inch diameter, and unless no other practicable alternative is available, no such lines shall be dead-end lines.

F. Lighting Requirements

1. All on-site exterior lighting shall comply with the requirements of Section 5.10, Exterior Lighting.

2. All streets, sidewalks and other common areas or facilities in subdivisions created after the effective date of this Development Code shall be sufficiently illuminated to ensure the safety and security of persons and property.

3. All driveways, pedestrian and bicycle paths, parking areas, and other improved common areas located in or adjacent to new development shall be sufficiently illuminated to ensure the security and safety of persons and property.

4. Street lighting improvements shall be in accordance with the City of Buckeye Engineering Standards.

G. Street Naming

1. Continuation of Existing Names

The subdivider shall indicate the street name for public streets on the preliminary plat by projecting existing Phoenix north-south and east-west street grid names that fall in alignment. Where no current streets are in alignment, the subdivider may propose a name based on the MAG or City street naming policy. All names are subject to final approval by the City.

2. Sign Posts

Street sign posts shall be placed at all street intersections by the subdivider and shall be in place when street paving is complete. Specifications for design, construction, location, and installation shall be in accordance with City Engineering Design Standards (EDS).

6.3.5. Blocks

A. Block Length

Residential blocks shall not be less than 300 feet nor more than 660 feet in length. The City may approve a longer block length when necessary to accommodate natural features such as steep slopes or washes (i.e., environmentally sensitive lands, low density residential development, or golf course communities, pedestrian linkages).

B. Block Arrangement

Blocks shall have sufficient width to provide for two tiers of lots of depth meeting the minimum requirements of this Development Code, except where lots back onto a collector or greater street, natural feature, or subdivision boundary, or where lots face an approved loop road or cul-de-sac (See Figure 6.3-A.).



Figure 6.3-A: Example Block Arrangement

C. Mixed Use Districts General Standards[1]

1. Block Pattern

The layout of any development site five acres in size or larger shall be designed to reinforce a pattern of individual blocks.

a. Blocks shall be designed as an extension of the surrounding neighborhood, aligning with and connecting to adjacent streets and mirroring the scale and orientation of adjacent blocks (for residential areas of the activity center).

b. On large sites or where block consolidation is proposed (by right-of-way abandonment), special consideration shall be given to pedestrian and vehicular circulation patterns and access to surrounding neighborhoods.

c. New development shall establish a regular pattern of blocks to the extent feasible to avoid creating especially large blocks that limit pedestrian and vehicular circulation. Maximum block lengths shall be limited to 660 feet x 660 feet. Blocks shall be measured from street edge to street edge, regardless of whether the street is public or private.

2. Public Sidewalks Required

The following standards apply in lieu of the standard City sidewalk requirements.

a. In order to create an environment that is supportive of transit and pedestrian mobility, public sidewalks shall be provided along both sides of all streets in the mixed-use districts.

b. Such sidewalks shall be at least 16 feet in width and no more than 18 feet in width, unless otherwise approved as part of the design

review process. The 16-foot minimum requirement shall apply regardless of the available right-of-way.

c. Where required, the sidewalk shall extend onto private property to fulfill the 16-foot minimum requirement, with a sidewalk easement provided.

d. Sidewalks shall be organized into two distinct areas: a street tree/furniture area located adjacent to the curb, and a clear area.

6.3.6. Lots

The design and layout of lots shall be dependent upon topography, natural vegetation, soil conditions, drainage, and abrupt changes in land use, heavy street traffic or other conditions.

A. The lot arrangement shall be such that there will be no foreseeable difficulties in obtaining a building permit or in providing driveway access to buildings on such lots from an approved street.

B. Double frontage, reversed frontage, flag, or other odd shaped lots are to be avoided.

C. Corner lots shall be larger than other lots in the same area to provide additional buffering area. Alternatively, a tract may be provided to accommodate corner lot buffering.

D. Lots shall be so placed as to provide positive drainage away from all buildings.

E. Lots should be so configured to face as many as possible in a north/south direction.

F. Lot widths on cul-de-sacs shall be measured as the distance in a straight line, between the side lot lines at the points of intersection with the front setback line.

6.3.7. Easements

A. The width, location, and purpose of all easements shall be provided on the final plat.

B. Utility easements shall be located to the front of lots where practicable.

C. Drainage easements shall be provided for the retention of drainage from subdivision streets. Drainage shall not be shed to adjoining right-of-way.

D. Natural drainage easements are encouraged to preserve washes and streams. Easements should include 25 feet of area on either side of a natural drainage area.

E. The private maintenance of all easements shall be provided for in the recorded CC&Rs for the subdivision.

F. Landscaping shall be provided by the developer or designee for all easement areas. Maintenance of the easement landscaping shall be provided for in the recorded CC&Rs for the subdivision.

G. Developers shall dedicate a Vehicular Non-Access Easement to the rear or side of any lot adjacent to open space or right-of-way.

H. Temporary construction easements (TCEs) are to be provided as necessary.

Next sections of Article 6 not included in the TA changes

[1] ORD X-24; 2/20/2024

ARTICLE 7: REVIEW AND DECISION-MAKING BODIES

7.1. PURPOSE

This Article identifies the roles, duties, and responsibilities of elected officials, commissions, referral agencies, consultants acting in the role of staff, and City staff in the administration of this Development Code.

7.2. APPOINTED DECISION-MAKING BODIES GENERALLY

7.2.1. Commission Appointment and Confirmation

Appointments to commissions and other bodies within the scope of this Development Code shall be made and confirmed by the City Council in accordance with the rules adopted by the City Council.

7.2.2. Conduct of Appointed Bodies

This Section contains procedures that are common to all appointed commissions and other bodies with review and/or decision-making responsibilities under this Development Code.

A. Absence of Member

Any member of an appointed commission anticipating an absence from a meeting of their body shall so advise the chair or secretary prior to the meeting.

B. Agenda

The agenda for each regular meeting of an appointed commission shall be prepared by the secretary and shall be distributed to each member at least 24 hours prior to the meeting.

C. Procedures

The Director and the members of any body governed by this Article 7 shall conduct their open meetings according to the applicable procedures provided by law, including but not limited to the Arizona open meetings laws. The City Clerk shall distribute state open meeting law materials prepared and approved by the state Attorney General to the Director and to each member of the City Council, the Planning and Zoning Commission, or any other body prior to the day each takes office.

D. Meetings and Hearings

Meetings and hearings shall be conducted in accordance with the following:

1. Meetings and hearings shall be conducted at the call of the chairperson or the Director and at such other times as the appointed body may determine. All meetings and hearings shall be conducted pursuant to the procedures set forth in this Development Code and any adopted bylaws.

2. The appointed commission may conduct special meetings for good cause on call of the chairperson, or Director, or by a majority of the members,

or as may be scheduled by a majority vote of the members at a previous meeting. The manner of the call shall be recorded in the minutes of the special meeting, and at least 24 hours' notice of the meeting shall be provided to each member.

3. No meeting, hearing or action shall be conducted without a quorum as defined in Subsection 7.2.2.F, Quorum – Official Action. In the event that less than a quorum is present at any meeting or hearing, such meeting or hearing shall be rescheduled by the chairperson to a date as soon as is practical and in accordance with the entity's bylaws.

E. Consent Agenda

Any appointed body under this Article may establish a consent agenda. The consent agenda may consist of all matters brought before the body for action that do not require a public hearing. All items on the consent agenda may be approved by motion without debate. An item may be removed from the consent agenda prior to the approval at the request of any member of the board present at the meeting or by City staff if requested by the applicant. Items removed from the consent agenda shall be considered on the regular agenda.

F. Quorum – Official Action

1. A majority of the full membership of any appointed body shall constitute a quorum for the transaction of business.

2. Action by the appointed body shall require the favorable vote of a majority of the quorum of the body, or as required by law or specific provisions of this Code.

G. Meetings Open to Public

All meetings of the Director and appointed bodies under this Article 7 shall be open to the public. Except when voice votes are authorized, the vote shall be conducted in such a manner that the public may know the vote of each person entitled to vote. This subsection does not apply to any votes required to be taken to organize a board. This subsection does not prohibit executive sessions conducted in accordance with Arizona laws.

H. Reconsideration or Rehearing of Decisions

Decisions of any appointed body under this Article may be brought up for reconsideration or rehearing only if:

1. There was substantial procedural error in the original proceeding; or

2. The Director or body acted without jurisdiction in the original proceeding; or

3. The original decision was based upon fraud or misrepresentation; or

4. As requested by a member of the body whose vote was included in the side that prevailed in the motion to be reconsidered.

Any person seeking reconsideration or a rehearing must file a request with the City Clerk, together with materials supporting one or more of the grounds stated in this subsection, within 15 days of the original decision, or within the timeframe established under state law if applicable. The body, by majority vote, may hold a rehearing if the request meets the requirements of this section. A rehearing shall be conducted in the same manner as the original proceedings before the Director or appointed body.

I. Removal of Member

The City Council may remove from office a member of any appointed body under this Article 7 pursuant to the City of Buckeye City Code, Chapter 2.

J. Representatives

Persons appearing before the Director or an appointed body may appear in person or through a representative, agent, or attorney. The representative shall provide satisfactory proof of his or her authority upon the request of the Director or body.

K. Secretary

A representative from the City Clerk's office shall be the secretary of each appointed body under in this Article 7. In the secretary's absence, a member of the Development Services Department staff as determined by the Director shall act as secretary. The secretary shall cause to have a record kept of all meetings of each body and shall keep such files as may be required.

L. Conflict of Interest

The following procedures, in addition to all applicable state law requirements, shall govern conflicts of interest with respect to the Director and members of any appointed body.

1. No decision-maker shall participate in any decision in which the body determines either that such decision-maker has a conflict of interest, as defined in Arizona law or this Code; or that the decision-maker has a personal interest or involvement in the case that would prevent the decision-maker from fairly evaluating the case; or that, based on all surrounding circumstances, participation by the decision-maker would create the appearance of impropriety in the proceedings.

2. Immediately upon discovering the existence of any conflict of interest prohibited by this section, this Development Code, or any state law applicable to local government officials, the decision-maker shall fully disclose on the record and in open session of the body the nature of and the facts creating the conflict and shall be disqualified from any participation in or communications with other decision-makers on the matter with which a conflict exists.

3. Any decision-maker found by the applicable body to have a conflict of interest with regard to a particular matter shall not participate in any manner in that matter. If the Director has a conflict of interest, the matter

before the Director shall be referred to a qualified, alternate Hearing Officer within the Development Services Department.

M. Ex Parte Contacts Prohibited

The following procedures shall govern ex parte contacts:

1. For the purposes of this Subsection M., ex parte contacts and communications are defined as the receipt, either directly or indirectly, of verbal, visual, or written communications outside a duly noticed, open hearing on the record at which all parties and all board members have an opportunity to be present.

2. The Director, the Planning Commission, the Board of Adjustment, and the City Council, when acting in a quasi-judicial capacity, shall refrain from permitting ex parte contacts or communications with any person regarding any matter pending before or that may be reasonably expected to be pending before them.

N. Applicability of Other Provisions

The provisions of this Article 7 shall not be a limitation on more restrictive rules regarding the conduct of the Director, boards, and commissions set forth elsewhere in the Buckeye City Code.

7.3. CITY COUNCIL

7.3.1. Review and Decision-Making Responsibilities

For purposes of administering and enforcing this Development Code, the Buckeye City Council shall have the review and decision-making responsibilities set forth in Table 8.1-1.

7.3.2. Other Powers and Duties

In addition, the City Council shall have the following powers and duties relating to the administration of this Development Code.

A. Adopt policies, plans, design guidelines, and ordinances to implement the municipal function of planning for the economic, social, and land use needs of the community;

B. Promulgate regulations to implement, interpret, or make specific the provisions of this Development Code;

C. Appoint a Hearing Officer to hear and decide on Variance applications within the jurisdiction of the Planning Commission;

D. Act as the Board of Adjustment for purposes of administering this Development Code, until a separate Board of Adjustment is appointed; and

E. Take any other action not delegated to the Planning Commission, the Director, or City staff as the City Council may deem desirable and necessary to implement the provisions of this Development Code.

F. The City Council shall have responsibility for final determination of conflicting regulations between this Development Code and other provisions of the City Code and City regulations.

G. After review of the Director's recommendation, amend, repeal, or issue a binding waiver of any provision of this Development Code as applied to property that is the subject of a written demand for compensation under A.R.S. § 12-1134, et seq. The City Council may also approve an agreement with the property owner awarding compensation in lieu of amending, repealing, or issuing a waiver. Any waiver issued under this subsection shall be recorded in the real property records of the county in which the property is located.

7.4. PLANNING AND ZONING COMMISSION

7.4.1. Review and Decision-Making Responsibilities

There shall be a Planning and Zoning Commission ("Planning Commission"), which shall have the powers and duties set forth in Table 8.1-1, to be carried out in accordance with the terms of this Development Code.

7.4.2. Other Powers and Duties

In addition, the Planning Commission shall have the following powers and duties to be carried out in accordance with the terms of this Development Code:

A. Develop, review, and make recommendations to the City Council regarding policies, plans, and ordinances to implement the municipal function of planning for the economic, social, and land use needs of the community;

B. Hear and decide appeals of notices of violations of this Development Code; and

C. Exercise such other powers and perform such other duties as are provided by law and directed by the City Council.

7.4.3. Appointments, Membership, and Rules

Planning Commission appointments, memberships, and rules shall be as set forth in Chapter 2 of the City Code.

7.4.4. Records

The Planning Commission shall keep the minutes of its proceedings, showing the attendance and vote of each member upon each question, and shall keep records of its proceedings, examinations, and other official actions, including the reason for all such official actions, all of which shall be immediately filed in the Development Services Department and shall be a public record.

7.5. BOARD OF ADJUSTMENT

7.5.1. Review and Decision-Making Responsibilities

There shall be a Board of Adjustment ("Board"), which shall have the powers and duties set forth in Table 8.1-1, to be carried out in accordance with the terms of this Development Code.

7.5.2. Appointments, Membership, and Rules

The City Council shall serve as the Board. Should the City Council choose to appoint and create a stand-alone Board, the following shall apply:

A. The Board shall be composed of a total of five regular members and two alternate members, all of whom shall be residents of the City. The members of the Board shall be appointed by the City Council. Alternate members shall only take part in those hearings where a regular member is absent and when appointed to do so by the chair. No more than five members at any one time shall participate in proceedings of the Board or the rendering of a decision.

B. Appointments to the Board shall be for staggered three-year terms.

C. Vacancies on the Board shall be filled by the City Council, for the unexpired term of any member whose term becomes vacant.

D. The Board shall annually elect a chairperson and vice chairperson from among its members. The chairperson and vice chairperson shall each serve for one year and until their successors are elected and qualified.

E. In lieu of the Board of Adjustment, the City may elect to utilize a hearing officer as described in Section 7.7 for the disposition of Variances.[1]

7.5.3. Records

The Board shall keep the minutes of its proceedings, showing the attendance and vote of each member upon each question, and shall keep records of its proceedings, examinations, and other official actions, including the reason for all such official actions, all of which shall be immediately filed in the Development Services Department and shall be a public record.

7.6. DEVELOPMENT SERVICES DIRECTOR

7.6.1. Review and Decision-Making Responsibilities

The Director or their Designee shall be the zoning administrator for purposes of ARS 9-462.05.C, and shall have general responsibility for administering and enforcing the provisions of this Development Code. In addition, the Director or their Designee shall have the review and decision-making responsibilities set forth in Table 8.1-1, to be carried out in accordance with the terms of this Development Code. In performing such review and decision-making responsibilities, the Director may delegate such duties to the Development Services Department staff as the Director deems appropriate. The Director also shall have such additional powers and duties as may be set forth elsewhere in this Development Code and the Buckeye City Code.

7.6.2. Development Services Department

A. The Development Services Department staff shall act in an advisory and support capacity to the City Council, the Planning Commission, and any other bodies listed in this Article 7, or as otherwise directed by the City Council or City Manager. The Development Services Department staff shall review or coordinate the review of all applications under this Development Code.

B. For any decision rendered by the Planning Commission, the Director, the Hearing Officer, or any other board governed by this Article 7, the Director shall be responsible for preparing the findings required by Subsection 8.2.8., Decisions and Filings, of this Development Code, unless the decision-maker delegates such duties to a clerk or other department staff.

7.7. HEARING OFFICER

7.7.1. Review and Decision-Making Responsibilities

There is hereby created in the Development Services Department the position of Hearing Officer for the City of Buckeye. The Hearing Officer may appoint Deputy Hearing Officers to perform the functions of the Hearing Officer and to act under his/her direction. The Hearing Officer shall:

A. In accord with the procedures set forth in Section 8.11, Variances, of this Development Code, hear and decide applications for Variances. Written appeals of the hearing officer's determination shall be referred for resolution to the Board of Adjustment as described in Section 7.5. [1]

B. Report regularly to the Planning Commission on the conduct of his/her office, including number of cases handled and their disposal, and recommendations for changes and improvements in regulations and procedures.

C. Refer any of the matters on which he/she is authorized to rule to the Planning Commission for action.

[1] ORD X-24; 2/20/2024

ARTICLE 8: REVIEW AND APPROVAL PROCEDURES

8.1 PURPOSE AND ORGANIZATION OF THIS ARTICLE[1], [9]

8.1.1. Purpose

This Article describes the procedures for review and approval of applications for development in the City of Buckeye. This article is intended to ensure consistency and efficiency in the administration of the City's land use regulations. Detailed steps are provided in separate Process Guides for additional direction and clarity.[9]

8.1.2. Organization of Article

Common procedures, which are applicable to most types of development applications, are in Section 8.2, *Common Development Review Procedures*. Subsequent sections include additional provisions that are unique to each type of application, including staff and review board assignments and approval criteria.

8.1.3. Summary Table[2, 3]

Table 8.1-1 summarizes the review and decision-making responsibilities for the procedures described in this Article. The table is a summary tool and does not describe all possible types of decisions made under this Development Code. Other duties and responsibilities are described in Article 7, *Review and Decision-Making Bodies*

TABLE 8.1-1: REVIEW AND DECISION-MAKING RESPONSIBILITIES

R = Review (Responsible for Review and/or Recommendation)

H = Hearing (Public Hearing Required)

D = Decision (Responsible for Final Decision)

A = Appeal (Authority to Hear/Decide Appeals

Procedure	Section	Pre-App Conf?	Director	P&Z	City Council	Board of Adjustment
Amendment to General Plan/Specific Area Plan	8.3.	Yes	R	H-R	H-D	
Amendment to Text of Development Code	8.4.		R	H-R	H-D	
Amendment to Zoning Map (Rezoning)	8.5.	Yes	R	H-R	H-D	
Community Master Plan (CMP) and Planned Area Development (PAD)	8.6.	Yes	R	H-R	H-D	

[1] RES. 17-15, ORD. 03-15; 03/17/2015
[2] ORD 27-15; 12/19/2017
[3] ORD. 11-20; 08/17/2020
[9] ORD X-24; 2/20/2024

TABLE 8.1-1: REVIEW AND DECISION-MAKING RESPONSIBILITIES R = Review (Responsible for Review and/or Recommendation) H = Hearing (Public Hearing Required) D = Decision (Responsible for Final Decision) A = Appeal (Authority to Hear/Decide Appeals						
Procedure	**Section**	**Pre-App Conf?**	**Director**	**P&Z**	**City Council**	**Board of Adjustment**
Conditional Use Permit	8.7.	Yes	R	H-D	H-A	
Minor Subdivision[1]	8.8.6.		D[2]			
Subdivision: Preliminary Plat	8.8.7.	Yes	R	D		
Subdivision: Final Plat	8.8.8.		R		D	
Final Plat Re-Plat	8.8.9.		D			
Map of Dedication	8.8.10		R		D	
Site Plan: Administrative Review	8.9.3.		D	H-A		
Site Planning Commission Review	8.9.4		R	D	H-A	
Temporary Use Permit	8.10.		D			H-A
Variance	8.11.		H-D (Hearing Officer with appeals to BOA) [9]		H-A	
Building Permit	8.14.		D			
Annexation	8.16.		R		H-D	

NOTE:

1 Land Split follows Minor Subdivision Process

2 Minor Subdivision with right-of-way dedication require City Council decision (public meeting)

8.1.4. Other Reviews

In addition to the reviews summarized in Table 8.1-1, the Director or their designee may also refer applications to other boards, commissions, government agencies, and non-governmental agencies not referenced in this Article and/or in Article 6, *Review and Decision-Making Bodies*.

8.2. COMMON DEVELOPMENT REVIEW PROCEDURES [4,9]

The common development review procedures in Section 8.2 shall apply to development applications under Article 8, unless an exception to the common procedures is expressly identified.

8.2.1. Step 1: Pre-Application Conference

A. Purpose

The purpose of a pre-application conference is to provide an opportunity for an informal evaluation of the applicant's proposal and to familiarize the applicant with the applicable provisions of this Development Code, the City's General Plan, infrastructure requirements, and any other issues that may affect the applicant's proposal.

B. Applicability

1. Required for Certain Applications

A pre-application conference is required prior to the following types of applications, unless otherwise waived by the Director or their Designee:

a. Amendment to the General Plan;

b. Amendment to the Zoning Map (Rezonings);

c. Community Master or Planned Area Development Plan;

d. Single-Family Flex,

e. Conditional Use Permit; and

f. Subdivision: Preliminary Plat.

The pre-application conference must take place prior to any substantial investment, such as detailed site and engineering design.

2. Optional for All Other Applications

A pre-application conference is optional prior to submission of any other application under this Development Code not listed above.

C. Initiation of Pre-Application Conference

The potential applicant shall request in writing a pre-application conference with the Director or their Designee and pay the required fees. With the request for a pre-application conference, the applicant shall provide to the Director or their Designee a description of the character, location, and magnitude of the

[4] RES. 17-15, ORD. 03-15; 03/17/2015

proposed development and any other available supporting materials, such as maps, drawings, or models. It is the applicant's responsibility to provide sufficiently detailed plans and descriptions of the proposal for staff to make the informal recommendations discussed below. The materials should be submitted at least ten business days before the conference.

D. Pre-Application Conference Content

The Director or their Designee shall schedule a pre-application conference after staff verify a complete application submittal. At the conference, the applicant, City staff, and any other persons the Director or their Designee deems appropriate to attend, shall discuss the proposed development. Based upon the information provided by the applicant the parties will discuss in general the proposed development, the applicable requirements and standards of adopted Codes and Ordinances, and conditions that may need to be addressed.

E. Comments From Pre-Application Conference

Development Services Department staff shall forward all comments received to the applicant within 10 business days of the conference.

F. Informal Evaluation Not Binding

The pre-application review and feedback notes serve only as a guide to the applicant in making the application and to advise the applicant in advance of the formal application of issues that may be present and need to be addressed.

G. Waiver

The Director or their Designee may waive the pre-application conference requirement for applications if he or she finds that the projected size, complexity, anticipated impacts, or other factors associated with the proposed development clearly, in his or her opinion, support such waiver.

H. Application Required Within One Year

After a pre-application conference has been completed, the associated application must be completed within one year, or sooner if required by the Director or their Designee due to changing conditions. If an application is not filed within such time frame, a new pre-application conference may be required prior to filing an application.

8.2.2. Step 2: Neighborhood Meeting

A. Purpose

The purpose of a neighborhood meeting is to provide an opportunity to inform the residents and landowners of the surrounding neighborhood(s) of the details of a proposed development and application, how the applicant intends to meet the standards contained in this Development Code, and to receive public comment and encourage dialogue at an early time in the review process. No decision regarding the application will be made at the neighborhood meeting.

B. Applicability

A neighborhood meeting is recommended for any development proposal that will be subject to Planning and Zoning Commission review. The neighborhood meeting is optional unless expressly stated otherwise in this Article 8 or required by the Director or their Designee.

C. Notice of Neighborhood Meeting

The applicant shall notify the Development Services Department in writing of the meeting date, time, and location no less than 14 days prior to the scheduled date of the meeting, if the meeting was required to be held by the Director or their Designee or this Development Code. An affidavit certifying that the applicant completed the notice procedures under Step 6 shall be included with the development application submittal.

D. Attendance at Neighborhood Meeting

The applicant shall be responsible for scheduling the meeting, coordinating the meeting, and for retaining an independent facilitator if needed.

E. Summary of Neighborhood Meeting

The applicant shall prepare and deliver a written summary of the neighborhood meeting to the Development Services Department within 30 days of the date of the meeting.

8.2.3. Step 3: Development Application Submittal

A. Form of Application

Applications required under this Article shall be submitted in a form and in such number as required by the Director or their Designee.

B. Consolidated Development Applications and Review

Multiple development applications for the same development proposal may be consolidated for submittal and review, if authorized by the Director or their Designee.

C. Authority to File Applications

1. Unless otherwise specified in this Development Code, applications for review and approval may be initiated by:

- **a.** The owner of the property that is the subject of the application;
- **b.** The owner's authorized agent; or
- **c.** Any review or decision-making body.

2. When an authorized agent files an application under this Development Code on behalf of a property owner, the agent shall provide the Development Services Department with written documentation that the owner of the property has authorized the filing of the application.

D. Development Review Fees

1. Recovery of Costs

The applicable development review fees shall be paid at the time of submittal of any development application.

2. Development Review Fee Schedule

The amount of the City's development review fees shall be established by the City Council and shall be based on the actual expenses incurred by or on behalf of the City.

E. Waivers

The Director or their designee may waive submittal requirements where he or she finds that the projected size, complexity, anticipated impacts, or other factors associated with the proposed development clearly, in his or her opinion, support such waiver.

F. Additional Information

Additional application-specific information, beyond that specified in the application packet, may be required as necessary and appropriate to evaluate fully whether an application complies with the requirements of adopted Codes and Ordinances.

G. Citizen Participation Plan

1. Every application that requires a neighborhood meeting shall include a citizen participation plan that must be implemented prior to the first public hearing. Refer to the Citizen Participation Plan for an explanation of the purpose and more detailed information.

2. The citizen participation plan is not intended to produce complete consensus on all applications, but to encourage applicants to be good neighbors and to allow for informed decision making.

3.The citizen participation plan shall be submitted with the project application.

These requirements apply in addition to any notice provision required elsewhere in this Development Code.

3. Failure of any person or entity to receive notice shall not constitute grounds for any court to invalidate the actions of the municipality for which the notice was given.

4. Submittal of a citizen participation plan shall not occur until after the required pre-application meeting and consultation with the Planning Department staff. Applicants are encouraged to engage in early communication with the public.

H. Citizen Participation Report

This section applies only when a citizen participation plan is required by this Development Code.

1. The applicant shall provide a written report on the result of their citizen participation effort prior to the notice of public hearing. This report will be attached to the Planning Department's staff report.

8.2.4. Step 4: Determination of Application Completeness

A. After receipt of the development application, the Director or their Designee shall determine whether the application is complete and ready for review.

B. If the application is determined to be complete, the application shall then be processed according to the procedures set forth in this Development Code.

C. If an application is determined to be incomplete, the Director or their Designee shall provide notice to the applicant along with an explanation of the application's deficiencies. No further processing of an incomplete application shall occur until the deficiencies are corrected in a resubmittal.

D. If any false or misleading information is submitted or supplied by an applicant on an application, that application will be deemed void and a new application must be submitted.

8.2.5. Step 5: Application Review and Report

After determining that a development application is complete, the Director or their Designee shall refer the development application to the appropriate review agencies and planning staff, review the development application, and prepare a staff report. Conditions for approval may be recommended to eliminate any areas of noncompliance or mitigate any adverse effects of the development proposal.

8.2.6. Step 6: Notice

A. Content of Notices

Notice of all public hearings required under this Article shall, unless otherwise specified in this Development Code: (1) identify the date, time, and place of the public hearing, (2) if applicable, describe the property involved in the application by street address, or legal description, or a general description and nearest cross streets; (3) describe the nature, scope, and purpose of the proposed action; (4) indicate that interested parties may appear at the hearing and speak on the matter; and (5) indicate where additional information on the matter may be obtained. If the matter to be considered applies to territory in a high noise or accident potential zone as defined under state law, the notice shall include a general statement that the matter applies to property located in such an area.

B. Summary of Notice Requirements

The following Table 8.2-1 summarizes the notice requirements of the procedures in this Article.

TABLE 8.2-1: NOTICE REQUIREMENTS ✓ = Notice Required					
Type of Application or Procedure	**Section**	**Mailed**	**Published**	**Posted**	**Neighborhood Meeting**
Amendment to General Plan/Specific Area Plan	8.3.	✓	✓	✓	✓
Amendment to Text of Development Code	8.4.	Mailed notice only required if covered by 8.2.6.D.2	✓		
Amendment to Zoning Map (Rezoning)	8.5.	✓	✓	✓	✓
Community Master Plan (CMP) and Planned Area Development (PAD)	8.6.	✓	✓	✓	✓
Conditional Use Permit	8.7.	✓	✓	✓	✓
Minor Subdivision	8.8.6.				
Subdivision: Preliminary Plat	8.8.7.	✓			
Subdivision: Final Plat	8.8.8.				
Final Plat Re-Plat	8.8.9				
Map of Dedication	8.8.10				
Site Plan: Administrative Review	8.9.3.				
Site Plan: Planning Commission Review	8.9.4.				
Temporary Use Permit	8.10.				
Variance	8.11.	✓ [1]	✓	✓	
Appeal of Administrative Decisions	8.13.		✓	✓	
Annexation	8.16		✓	✓	
NOTE: [1] Variances require a mailed notice to surrounding property owners within 150 feet of the subject property.					

C. Mailed Notice

When Table 8.2-1 requires that mailed notice be provided, the applicant shall provide the Director or their Designee with a current list of applicable property owners and organizations as listed below. The applicant shall deposit notices into first-class mail at least 15 days prior to the scheduled date of the hearing. Written notice shall be provided by the applicant to all persons listed on the records of the County Assessor as owners of land subject to the application or as owners of the parcels within 300 feet of the outer boundary of the land subject to the application. For any rezoning of an area greater than 20 acres, General Plan amendments, and CMPs or PADs, the 300-foot requirement shall be 500 feet. The applicant shall provide a written "Affidavit of Mailing" to the Development Services Department certifying that all required notices were timely mailed.

D. Published Notice[5]

1. If published notice is required by Table 8.2-1, the applicant shall publish notice in a newspaper of general circulation in the area. The notice shall be published at least 15, but no more than 45, days before the scheduled hearing date. An affidavit of publication provided by the newspaper shall be obtained by the applicant and given to the Development Services Department for their records.

2. If any application, proposed amendment, or proposed Minor Modification involves one or more of the following proposed changes or related series of changes,

- **a.** A ten percent or more increase or decrease in the number of square feet or units that may be developed;
- **b.** A ten percent or more increase or reduction in the allowable height of buildings;
- **c.** An increase or reduction in the allowable number of stories of buildings;
- **d.** A ten percent or more increase or decrease in setback or open space requirements; and/or
- **e.** An increase or reduction in permitted uses.

3. The City shall provide notice in accordance with A.R.S. §9-462.04 via one of the following methods, as per the Director's or their designee's discretion:

- **a.** Notice shall be sent by first class mail to each real property, as shown on the last assessment, whose real property is directly governed by the changes, or;
- **b.** Notices shall be included as inserts within utility bills or other mass mailings that periodically include notices or other informational or advertising materials, or;
- **c.** The City shall publish such changes prior to the first hearing on such changes in a newspaper of general circulation in the City. The changes shall be published in a "display ad" covering not less than one-eighth of a full page.

E. Posted Notice

Posted notice, if required by Table 8.2-1, shall be provided in the following manner: There shall be posting of at least two signs on the lot, parcel, or tract of land that is the subject of the application or proposed action by the City, and such signs shall remain on the property for a period of at least 15 days prior to the public hearing. All signs shall be removed no later than 10 days after the expiration of the above period. The applicant shall maintain the sign in good

[5] ORD. 14-14; 12/02/2014

condition throughout the required posting period. The sign shall be posted in a prominent place, clearly visible from a major arterial street if the property abuts such an arterial street, or clearly visible from a collector street if the property abuts a collector street, or clearly visible to the most heavily traveled street or public way if the property does not abut an arterial or collector street.

F. Constructive Notice

1. Minor defects in any notice shall not impair the notice or invalidate proceedings pursuant to the notice if a bona fide attempt has been made to comply with applicable notice requirements. Minor defects in notice shall be limited to errors in a legal description or typographical or grammatical errors that do not impede communication of the notice to affected parties.

8.2.7. Step 7: Decision and Findings

A. Decision

After consideration of the application, the staff report, comments received from other reviewers (if applicable), and the evidence from the public hearing (if applicable), the decision-maker shall approve, approve with conditions, or deny the application based on its compliance with the applicable approval criteria Written notification of the decision shall be provided by the Director or their Designee to the applicant.

8.1.8. Step 8: Conditions of Approval

The decision-maker may impose such conditions on the approval of the application as may be necessary to reduce or minimize any potential adverse impact upon other property in the area, or to carry out the purpose and intent of the General Plan and this Development Code. No conditions of approval, except for those attached to Variances or Minor Modification approvals, shall be less restrictive than the requirements of this Development Code.

8.2.9. Step 9: Lapse

If applicable, the lapse of approval time frames established by the procedures of this Development Code may be extended only when all of the following conditions exist:

A. The provisions of this Development Code must expressly allow the extension;

B. An extension request must be filed prior to the applicable lapse-of-approval deadline;

C. The extension request must be in writing and include justification; and

D. Unless otherwise noted, authority to grant extensions of time shall rest with the decision-making body that granted the original approval (the one being extended).

8.3. AMENDMENT TO GENERAL PLAN OR SPECIFIC AREA PLAN [9]

8.3.1. Purpose

Several types of plan amendments are addressed in this Section.

A. General Plan Updates

The General Plan shall be reviewed and reassessed regularly in order to evaluate its effectiveness and adequacy in guiding the growth of the City and to determine whether the plan continues to meet the City's long-term planning needs. The Director or their Designee shall initiate a full review of the General Plan at least once every ten years, preferably following the decennial census.

B. Major Amendments to the General Plan

For purposes of this Section 8.3, the term "major amendment" means any substantial alteration of the City's land use composition or relationships as established in the General Plan's land use element. The General Plan contains the criteria for determining whether a proposed amendment constitutes a major amendment.

C. Specific Area Plan Amendments

The procedure in Section 8.3 is also applicable to the amendment of a Specific Area Plan.

8.3.2. Procedure

The common development review procedures of Section 8.2 shall apply, with modifications as noted below.

A. Notice

Mailed, published, and posted notice required at least 60 days before a General Plan Update or major amendment of a General Plan is noticed pursuant to this subsection.

B. Public Hearings

For Major Amendments, two (2) public hearings at separate locations within the City shall be held by the Planning and Zoning Commission and one (1) public hearing shall be held by the City Council. Minor amendments will require a single Planning and Zoning Commission public hearing and a single City Council public hearing. All proposed major amendments shall be presented at a single public hearing during the calendar year in which the proposal is made.

C. Decision and Findings

The following additional procedures shall apply:

a. Review and Recommendation by Planning and Zoning Commission

The Planning and Zoning Commission shall recommend that the City Council approve, approve with modifications, or deny the General Plan amendment. The Director or their Designee shall forward the Planning

and Zoning Commission's recommendation to the City Council with a resolution to amend the General Plan in accordance with the recommendation.

b. Action by City Council

Within 90 days of the City Council public hearing on the proposed plan amendment, the City Council shall, approve, approve with modifications, or deny the amendment, or refer the application back to the Planning and Zoning Commission or to a committee of the City Council for further consideration. The adoption of a major amendment to the General Plan shall require approval by at least two-thirds of the members of the City Council. If approved, a copy of the amended General Plan shall be sent to the Maricopa County planning agency.

D. Approval Criteria

Proposals for amendments to the General Plan shall be evaluated based upon whether the amendment is necessary in order to address the following:

a. A change in projections or assumptions from those on which the General Plan is based; or

b. Identification of new issues, needs, or opportunities that are not adequately addressed in the General Plan; or

c. A change in the policies, objectives, principles, or standards governing the physical development of the City; or

d. Identification of errors or omissions in the General Plan.

8.4. AMENDMENTS TO THE TEXT OF DEVELOPMENT CODE [9]

8.4.1. Purpose

The purpose of text amendments is to make adjustments to the text of this Development Code that are necessary in light of changed conditions or changes in public policy, or that are necessary to advance the general welfare of the City.

8.4.2. Applicability

The City Council may, after recommendation of the Planning and Zoning Commission, adopt an ordinance amending the text of this Development Code in accordance with the requirements of this Section 8.4.

8.4.3. Procedure

The common development review procedures of Section 8.2 shall apply, with modifications as noted below.

A. Planning and Zoning Commission Review and Recommendation

a. Within 30 days after the public hearing, the Planning and Zoning Commission shall make a recommendation to the City Council to approve, approve with

modifications, or deny the text amendment based on the criteria set forth below.

b. The Planning and Zoning Commission may request an extension of time from the City Council. If no recommendation is made and no extension is granted, then the City Council may act on the proposed amendment without a recommendation from the Planning and Zoning Commission.

B. City Council Action

After reviewing the reports and recommendations of the Director and the Planning and Zoning Commission, the City Council shall vote to approve, approve with modifications, or deny the proposed amendment, based on the criteria set forth below. The City Council also may refer the proposed amendment back to the Planning and Zoning Commission or a subcommittee of the City Council for further consideration. Amendments to the text of this Development Code shall be approved in the form of ordinances.

C. Alternative Review Procedure

Notwithstanding the procedure set forth above, where the City Council determines by a majority vote that the public health, safety, or welfare necessitates, text amendments may be considered at any regularly scheduled meeting of the City Council. In such cases, the Council shall hold a public hearing on the proposed amendment and shall request a recommendation from the Planning and Zoning Commission prior to making a decision on the amendment.

D. Records of Amendments

A record of amendments to the text of this Development Code shall be maintained in the office of the City Clerk.

E. Subsequent Applications

Following denial of a text amendment request, the City Council shall not decide on applications for the same or substantially the same amendment within one year of the date of denial. The waiting period required by this section may be waived in an individual case, for good cause shown, by the affirmative vote of three-fourths of the members of the City Council.

F. Approval Criteria

Recommendations and decisions on text amendments may be approved if the City Council finds that all of the following approval criteria have been met:

a. The proposed amendment will promote the public health, safety, and general welfare;

b. The proposed amendment is consistent with the General Plan and the stated purposes of this Development Code; and

c. `The proposed amendment is necessary or desirable because of changing conditions, new planning concepts, or other social or economic conditions.

8.5. AMENDMENTS TO THE ZONING MAP (REZONINGS) [9]

8.5.1. Purpose

The boundaries of any zoning district may be changed or the zoning classification of any parcel of land may be changed pursuant to this section. The purpose is not to relieve particular hardships, nor to confer special privileges or rights on any person, but only to make adjustments to the official zoning map that are necessary in light of changed conditions or changes in public policy, or that are necessary to advance the general welfare of the City. Rezonings should not be used when a Conditional Use Permit, Variance, or Minor Modification could be used to achieve the same result.

8.5.2. Procedure

The common development review procedures of Section 8.2 shall apply, with modifications as noted below.

A. Public Hearings

A public hearing shall be held by the Planning and Zoning Commission and City Council unless the Director or their Designee determines otherwise.

B. Decision and Findings

The following additional procedures shall apply:

1. Review and Recommendation by Planning and Zoning Commission

a. The Planning and Zoning Commission shall hold a public hearing on the proposed rezoning and vote to recommend that the City Council approve, approve with modifications, or deny the rezoning.

b. The Director or their Designee shall forward the Planning and Zoning Commission's recommendation to the City Council with an ordinance to amend the official zoning map in accordance with the recommendation.

2. Action by City Council

The City Council shall hold a hearing on the proposed rezoning and, within 90 days approve with modifications, or deny the ordinance to amend the zoning map, or refer the application back to the Planning and Zoning Commission or to a committee of the City Council for further consideration.

3. Protests

If the owners of 20 percent of the property by area and number of lots, tracts and condominium units within the zoning area of the affected property file a protest in writing against a proposed rezoning, it shall not become effective except by the favorable vote of three-fourths of all members of the City Council. If any members of the City Council are unable to vote on such a question because of a conflict of interest, then the required number of votes for passage of the question shall be three-fourths of the remaining membership of the City Council, provided that such required number of votes shall in no event be less than a majority of the full membership of the City Council. For the purposes of this section, "zoning area" means both of the following: The area within one hundred fifty (150) feet, including all rights-of-way, of the affected property subject to the proposed amendment or change, and; the area of the proposed amendment or change.[6]

4. Form of Amending Ordinance

An ordinance amending the zoning map shall contain the following:

a. The name of each use district that the ordinance applies; and

b. The legal description of the land within each zoning district applied by the ordinance.

5. Successive Applications

Following denial of a zoning map amendment proposal, no new application for the same or substantially the same action shall be accepted within one year of the date of denial, unless denial is made without prejudice.

C. Lapse

The City Council may approve a rezoning conditioned upon a schedule for development of the specific use or uses for which rezoning is requested. If at the expiration of this period the property has not been improved for the use for which it was conditionally approved, the City Council, after notification by certified mail to the owner and applicant who requested the rezoning, shall schedule a public hearing to take administrative action to extend, remove or determine compliance with the schedule for development or take legislative action to cause the property to revert to its former zoning classification.

8.6. COMMUNITY MASTER PLAN AND PLANNED AREA DEVELOPMENT [9]

8.6.1. Purpose

The Community Master Plan (CMP) and Planned Area Development (PAD) provisions are established for the following purposes:

[6] ORD 11-18; 08/07/2018

A. To permit and encourage innovative land development while maintaining appropriate limitations on the character and intensity of use and assuring compatibility with adjoining and nearby properties;

B. To permit greater flexibility within the development to best utilize the physical features of the particular site in exchange for greater public benefits than would otherwise be achieved through development under this Development Code; and

C. To encourage integrated and unified design and function of the various uses comprising the CMP or PAD.

8.6.2. Applicability

CMP and PAD Districts are intended for larger, unusual, or exemplary projects and should not be used to achieve minor changes from Development Code requirements that could be accomplished through the Minor Modification, Variance, or amendment procedures. No CMP shall be established for any site containing less than 640 contiguous acres and no PAD shall be established for less than 5 contiguous areas.

8.6.3. Prior CMPs, PADs, and Pending Applications

Development within an approved Community Master Plan and/or a Planned Area Development (PAD) area are subject to the standards of Article 5, *Development and Design Standards and Guidelines*; however, the application of such standards and guidelines shall not limit the uses, densities, or intensities approved in the CMP or PAD. If a new CMP and/or PAD is submitted for initial review for a particular property following the effective date of this Development Code, Article 5 shall serve as the "baseline" for the development of any development or design standards to be incorporated into the plan. All CMPs and PADs are subject to vesting rights as defined in state statutes and the City Code.

8.6.4. Coordination With Subdivision Review

A. Subdivision review required under Section 8.8 Subdivision of this Article, if applicable, may be carried out concurrently with the review of CMP or PAD plans under this Section 8.6. If subdivision approval is required for the subject property and the City and applicant agree to coordinate review, the CMP or PAD plans required under this Section 8.6 shall be submitted in a form that satisfies the requirements for preliminary and final subdivision plat approvals.

B. If any provisions of this Section or the CMP or PAD standards of Section 2.7.1. conflict with the subdivision procedures or standards of this Development Code, the more restrictive or detailed requirements shall be met.

8.6.5. Procedure

The common development review procedures of Section 8.2 shall apply, with modifications as noted below.

A. Notice

Written, published, and posted notice required. Rezonings to the CMP or PAD district shall comply with all notice requirements set forth generally for rezonings in Section 8.5.2.F *Notice* of this Development Code.

B. Public Hearings

One public hearing is required before the Planning and Zoning Commission and one public hearing before the City Council.

C. Decision and Findings

Applicable, as follows:

1. Review and Recommendation by Planning and Zoning Commission

The Planning and Zoning Commission shall conduct a public hearing on the CMP or PAD and shall recommend approval as submitted, approval with modifications, or denial. Recommended approval of the CMP or PAD shall vest no rights to the applicant other than the right to have the CMP or PAD reviewed by the City Council.

2. Permitted Minor Changes Prior to City Council Hearing

Minor changes in the location, siting, and height of structures, streets, driveways, and open spaces may be authorized by the Director or their Designee to be included in the CMP or PAD development plan to be reviewed by the City Council without additional public hearings, if such changes are required by engineering or other circumstances not foreseen at the time the CMP or PAD development plan was approved by the Planning and Zoning Commission. No change authorized by this subsection may cause any of the following:

a. A change in the use or character of any portion of the development;

b. An increase by more than one percent in the overall coverage of structures;

c. An increase in the density or intensity of use;

d. An increase in the problems of traffic circulation and public utilities;

e. A reduction of not more than one percent in approved common open space;

f. A reduction in off-street parking and loading spaces; or

g. A reduction in required pavement widths.

3. Review and Decision by City Council

The Council shall review the CMP or PAD application at a regularly scheduled and noticed public hearing. The City Council shall consider the Planning and Zoning Commission's recommendations and approve, conditionally approve, or deny the application, or table the application for further review.

4. Action by City Council

The City Council may by ordinance approve the rezoning to the CMP or PAD overlay district, granting the applicant the right to proceed in accord with the approved CMP or PAD development plan.

5. Successive Applications

Following denial of a CMP or PAD rezoning request, no new application for the same or substantially the same rezoning shall be accepted within one year of the date of denial, unless the denial is made without prejudice.

6. Protests

If the owners of 20 percent or more of the area immediately adjacent in the rear or any side of the property proposed to be in the CMP or PAD extending one hundred fifty feet from the proposed CMP or PAD property, or of the area directly opposite the proposed CMP or PAD property extending one hundred fifty feet from the street frontage of the opposite lots, file a protest in writing against a proposed CMP or PAD, it shall not become effective except by the favorable vote of three-fourths of all members of the City Council. If any members of the City Council are unable to vote on such a question because of a conflict of interest, then the required number of votes for passage of the question shall be three-fourths of the remaining membership of the City Council, provided that such required number of votes shall in no event be less than a majority of the full membership of the City Council.

D. Criteria for Approval

The Planning and Zoning Commission may recommend approval, and the City Council may approve, a CMP or PAD that meets all of the following criteria:

1. The CMP or PAD addresses a unique situation, confers a substantial benefit to the City, or incorporates creative site design such that it achieves the purposes of this Development Code and represents an improvement in quality over what could have been accomplished through strict application of the otherwise applicable district or development standards. Such improvements in quality may include, but are not limited to: improvements in open space provision and access; environmental protection; tree/vegetation preservation; efficient provision of streets, roads, and other utilities and services; or increased choice of living and housing environments.

2. The CMP or PAD is consistent with and conforms to goals, policies, and applicable elements of the General Plan and the purposes of this Development Code;

3. Facilities and services (including roads and transportation, water, gas, electricity, police and fire protection, and sewage and waste disposal,

as applicable) will be available to serve the subject property while maintaining adequate levels of service to existing development;

4. The CMP or PAD is not likely to result in significant adverse impacts upon the natural environment, or such impacts will be substantially mitigated;

5. The CMP or PAD is not likely to result in significant adverse impacts upon other property in the vicinity of the subject tract; and

6. Future uses on the subject tract(s) will be compatible with uses on other properties in the vicinity of the subject tract.

E. Conditions of Approval

1. The development of an approved CMP or PAD shall be subject to the provisions of this Development Code as they existed on the date of approval of the CMP or PAD by the City Council, except as modified within the approved CMP or PAD, or by applicable amendments to the City Code.

2. Substantive Code changes regarding permitted use, density, or intensity of use of the underlying general zoning districts may be incorporated within the previously approved CMP or PAD upon the approval of the City Council of an application for amendment, provided such incorporation does not conflict with vested or protected development rights.

3. Major Amendments

Major amendments to Community Master Plans or Planned Area Developments shall be reviewed, processed, and approved in the same manner as required for the original CMP or PAD to which amendment is sought, including all notice and citizen participation requirements. Any major amendment shall be recorded in the real estate records of Maricopa County, Arizona, in accordance with the procedures established for the filing and recording of approved CMPs or PADs. All CMP or PAD amendment applications not meeting the criteria set forth in this Section for major amendments shall be deemed applications for minor amendments.

For any application for a CMP or PAD Amendment meeting any or all of the following criteria, the amendment shall be a major amendment:

a. Amendments that change the permitted land uses for property in any location of a CMP or PAD, or that amend the allowable uses, or amend the development standards in a significant way as determined by the Director or their Designee or regulations for permitted uses, under an approved CMP or PAD. If permitted in the approved CMP or PAD, the location of land uses within any Planning Unit may be altered as long as the overall density and intensity of the approved Planning Unit remains unchanged.

b. Amendments that result in an increase by five percent or more in the number of total residential dwelling units in an approved CMP or PAD.

c. Amendments that result in a decrease of planned or identified public parks and/or improved open space by five percent or more of the total amount of public parks and improved open space in the approved CMP or PAD; or amendments that result in a decrease of the total amount of natural areas or preserved or undisturbed open space by two percent in the approved CMP or PAD.

d. Amendments that propose a shift from one phase, parcel, or development unit (however defined in the approved CMP or PAD) of the CMP or PAD to another phase, parcel, or development unit of twenty percent or more of the total number of residential dwelling units permitted under an approved CMP or PAD. Amendments that propose a shift from one phase, parcel, or development unit of the CMP or PAD to another phase, parcel or development unit of more than 10% to 19% of the total number of residential dwelling units under an approved CMP or PAD, unless the Director or their Designee finds, in writing, that the proposed transfer will have no material impact on the services and infrastructure proposed, provided for, and necessary to accommodate and serve the transferred units.

4. Minor Amendments

Minor amendments to an approved Community Master Plan or Planned Area Development are administrative requests and may be approved, approved with conditions, or denied by the Director or their Designee without a public hearing. A minor amendment may be approved by the Director or their Designee as long as the amendment does not constitute, as determined by the Director or their Designee, a substantial alteration of the fundamental nature and character of the CMP or PAD proposed to be amended.

5. Applicability

All proposed amendments to any new or existing CMP or PAD that received final approval after the effective date of this Development Code, subject to the provisions of this Development Code, shall be governed by the provisions of this subsection.

F. Lapse

Development in the approved CMP or PAD districts shall commence within five years from the approval of the CMP or PAD. If development has not commenced within five years the City Council, after notification by certified mail to the owner and applicant who requested the CMP or PAD, shall schedule a public hearing to take administrative action to extend, remove, or determine compliance with

the schedule for development or take legislative action to cause the property to revert to its former zoning classification.

8.7. CONDITIONAL USE PERMITS [9]

8.7.1. Purpose and Applicability

This section provides a discretionary approval process for Conditional Use Permits for sites that have unique or widely varying operating characteristics or unusual site development features. Care should be taken to integrate conditional land uses with other uses in the area and to prevent adverse impacts on the community at-large. The procedure encourages public review and evaluation of a conditional use's operating characteristics and site development features.

A. Planning and Zoning Commission's Review and Action

The Planning and Zoning Commission shall hold a public hearing on the proposed application and shall approve, approve with modifications and/or conditions, or deny the application.

B. Issuance of a Conditional Use Permit

An approved conditional use shall not be established until a Conditional Use Permit has been issued by the Development Services Department. The permit shall cite the plans and documents on which the Planning and Zoning Commission based its approval, as well as the specific modifications and/or conditions of the approval, if any.

A Conditional Use Permit may be approved only if the Planning Commission determines that all of the following criteria have been met:

1. The proposed use is consistent with the General Plan and all applicable provisions of this Development Code and applicable state and federal regulations;
2. The proposed use is consistent with the purpose and intent of the zoning district in which it is located and any applicable use-specific standards in Article 3 of this Development Code;
3. The proposed use is compatible with adjacent uses in terms of scale, site design, and operating characteristics (such as, but not limited to, hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts);
4. Any significant adverse impacts anticipated to result from the use will be mitigated or offset to the maximum extent practicable;
5. Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as

applicable) will be available to serve the subject property while maintaining adequate levels of service for existing development;

6. Adequate assurances of continuing maintenance have been provided; and

7. Any significant adverse impacts on the natural environment will be mitigated to the maximum extent practicable.

C. Lapse

1. In the event of noncompliance by the applicant with the Conditional Use Permit or any conditions of approval, or if the Conditional Use is not in operation within two years after the date of its approval, the Planning and Zoning Commission may initiate proceedings to review the Conditional Use Permit. Such review shall occur in the same manner as for original approval, and upon completion of such review the Planning and Zoning Commission may revoke the Conditional Use Permit or amend the original approval.

2. Should the Conditional Use cease operation for a period longer than one year, then the permit shall be considered void and shall require a new application.

8.8. SUBDIVISION[9]

8.8.1. Purpose

The purpose of the subdivision review process is to ensure compliance with the subdivision standards and requirements in Article 6, *Land Subdivision*, while encouraging quality development consistent with the goals, policies, and objectives in the City's General Plan.

8.8.2. Applicability

A. The procedures of this Section 8.8, and the standards and requirements in Article 6, Land Subdivision, shall apply to all land divisions as defined in Article 6, Subdivision and Article 10, Definitions of this Development Code, including any subdivisions or re-subdivisions created by an exercise of the power of eminent domain by an agency of the state or City, unless specifically excluded by state law.

B. Administrative Review

The following types of subdivisions may be approved by the director through the administrative review process.

1. Land Splits.

2. Minor subdivisions which do not include right-of-way.

C. Planning and Zoning Commission Review

The following types of subdivisions shall require final review by the Planning and Zoning Commission:

1. Preliminary Plats.

D. City Council Review

The following types of subdivisions shall require final review by the City Council:

1. Final Plats.

2. Right-of-way dedications.

3. Maps of Dedications.

4. Abandonment of right-of-way.

8.8.3. Subdivision Approval is Prerequisite to Other Approvals

No building permit or certificate of occupancy may be issued for any building, structure, or improvement located within a subdivision, and no plat for a subdivision may be recorded, until a plan for the subdivision has been approved and all required improvements have been installed or financial assurances have been accepted in accordance with the procedures and requirements of this Development Code.

8.8.4. Restriction on Sale or Transfer of Subdivided Land Without Approved Plat

Any person who transfers or sells any land located within the City by reference to a plat that has not been approved by the City and recorded by the appropriate County shall be guilty of a violation of this Development Code.

8.8.5. Procedure for Review of Minor Subdivisions

The procedure in this section shall apply to subdivisions that create ten or fewer lots or tracts, and land splits. The common development review procedures of Section 8.2 shall apply, with modifications as noted below.

A. Notice

Minor Subdivision (with right-of-way dedication): Public Hearing notice is not required however, mailed notice of application is required and the following procedure shall apply:

a. Upon application, the applicant shall provide the Director or their Designee with a map exhibit and current list of applicable property owners and organizations as listed below.

b. Written "Notice of Application" shall be provided by the applicant to all persons, agencies, organizations or associations listed on the records of the county assessor as owners of land subject to the application or as owners of the parcels within 300 feet of the outer boundary of the lands subject to the application via first class US mail. Written notice shall also be provided in the same manner to the City of Buckeye Planning Division.

c. Notice shall be mailed within 15 days of the date of application. The applicant shall provide a written "Affidavit of Mailing" to the Development Services Department certifying that the notice of

application was mailed in accordance with the requirements of this section.

B. Public Meetings

A City Council public meeting is required for minor subdivisions which include right-of-way dedications.

C. Approval Criteria

The final decision body shall approve a minor subdivision or land split application if it meets the following criteria:

1. The minor subdivision or land split is consistent with and implements the intent of the specific zoning district in which it is located and complies with all applicable use, development, and design standards set forth in this Development Code;

2. As applicable, the minor subdivision or land split is consistent with the terms and conditions of any previously approved CMP; and

3. Adequate and sufficient public safety, transportation, utility facilities and services, recreation facilities, parks, and schools are available to serve the subject property, while maintaining sufficient levels of service to existing development.

8.8.6. Procedure for Review of Preliminary Plats

The common development review procedures of Section 8.2 shall apply, with modifications as noted below.

A. Step 1 (Pre-Application Conference) (Sketch Plan)

A sketch plan shall be submitted on a form contained in the application packet. A sketch plan represents a generalized land use plan and layout for the area proposed to be included within a subdivision.

1. Effect of Approval

Approval of a preliminary plat shall be deemed an expression of approval to the layouts submitted on the preliminary plat as a guide for the future installation of streets, water, sewer, and other required improvements and utilities and to the preparation of the final or record plat. Except as provided for in this section, approval of the preliminary plat shall constitute permission to submit a final plat when all conditions of approval noted as provided in this section have been met.

2. Construction Work

No construction work shall begin on the proposed improvements in the proposed subdivision prior to approval of the final plat. The subdivider may undertake certain ground excavations for grading and drainage purposes if the proper permits are issued by the Director or their Designee, at the subdivider's risk.

3. Appeal to the City Council

Appeals of decisions made by the Planning and Zoning Commission under this Section shall be made to the City Council and scheduled as a Public Hearing. No neighborhood meeting shall be required prior to the hearing, however all other notification requirements in Section 8.2.6 shall apply. City Council decision of Planning and Zoning Commission Preliminary Plat appeals shall be final.

B. Lapse

1. Approval of a preliminary plat shall be effective for three years, unless otherwise stated in such approval.

2. For a preliminary plat which identifies phases, the preliminary plat shall be effective for three years. For each preliminary plat phase in which a final plat is recorded, the effective period of the approved preliminary plat shall be extended an additional two years from the recording date of the final plat.

3. This validity period may be administratively extended an additional 12 months from the date of expiration if, in the opinion of the director, satisfactory progress has been made towards the completion of the final plat for the next phase of subdivision development. Additional written requests not conforming to this section may be granted by the Planning and Zoning Commission. The Commission shall hold a public meeting and modify, add, or remove conditions as part of an extension request.

4. Failure by the applicant to request a time extensions or obtain building permits prior to the expiration of the preliminary plat shall render the unbuilt portion of the preliminary plat null.

8.8.7. Procedure for Review of Final Plats

The common development review procedures of Section 8.2, *Common Development Review Procedures,* shall apply, with modifications as noted below.

A. Public Meetings

The City Council shall hold a public meeting for consideration of the request.

B. Approval Criteria

The City Council shall approve a final plat if it meets the following criteria:

1. The final plat substantially conforms to the approved preliminary plat and incorporates all recommended changes, modifications, and conditions attached to approval of the preliminary plat.

2. Plans and specifications for improvements connected with development of the subdivision comply with the standards in Article 6, Land Subdivision, of this Development Code, and any other relevant City, county, state, or federal regulations, except to the extent modifications, variances, or exceptions have been expressly allowed by the terms of

the preliminary plat approval. All construction plans for improvements shall be approved by the City Engineer prior to the City Council's action on the final plat.

3. The applicant has paid or satisfied all applicable fees and charges, including recording fees.

4. Corrective Plat (Minor Amendment)

The Director or their Designee may approve minor amendments to approved plats, which shall be recorded and shall control over the preceding or final plat without vacation of that plat, if the amending plat is signed by the applicants only.

8.8.8. Procedure for Subdivision Final Plat Re-Plat

All the procedures for a final plat shall be applicable except that Replats shall be administratively approved if they meet the following conditions:

A. Up to 10 percent change in the overall density of the plat;

B. Shifts in internal lot lines provided the new lot sizes conform to the minimum zoning district standards; and

C. Any application that, in the Directors or their Designee opinion, does not cause a fundamental change in the overall function of the plat.

8.8.9. Procedure for Map of Dedication

All the procedures for a final plat shall be applicable, with the following modifications:

A. A preliminary plat is not a prerequisite for a map of dedication.

B. Tracts and parcels shall not be created by a map of dedication.

8.9. SITE PLAN REVIEW [9]

8.9.1 Purpose

The site plan review process is intended to ensure compliance with the development and design standards of this Development Code and to encourage quality development reflective of the goals, policies, and objectives of the General Plan.

8.9.2. Applicability

A. Exemptions

The following types of projects are exempt from site plan review:

1. Tenant improvements in which the existing building is not expanded.

B. Administrative Site Plan Review

The following types of projects site plans may be approved by the Director or their Designee through the administrative site plan review process.

1. A single or combination of uses proposed in one or more structures that are less than 75,000 square feet in aggregate building area.
2. A single or combination of uses proposed not within structures which occupy less than 150,000 square feet of aggregate outdoor use area.
3. Antenna co-location on existing tower; non-concealed freestanding towers; and concealed antennae and towers
4. Any proposed development which contains any combination of the above classified types of projects.

C. Planning Commission Site Plan Review

The following types of projects shall require site plan review by the Planning Commission:

1. Any proposed development which is not classified as administrative site plan review.
2. Any Administrative Site Plan referred to the Planning Commission by the Director or their Designee.

D. Pending Applications

An applicant with a complete application that has been submitted for review, but upon which no final action has been taken prior to the effective date of this ordinance (Ord. 07-22) may request review under this ordinance by written letter to the Director or their Designee.

8.10. TEMPORARY USE PERMITS [7, 9]

8.10.1. Applicability

No use that is classified as a temporary use in the zoning district in which it is to be located shall be placed or established on the property without first receiving a temporary use permit, unless exempted from the permit requirements by Article 3, *Use Regulations*. A temporary use permit shall be valid only for the time period stated on the permit unless otherwise authorized in this Development Code. A new temporary use permit shall be required for each time period. The temporary use permit shall lapse and be null and void upon expiration of the time limit specified in the permit.

8.11. VARIANCES [9]

8.11.1. Purpose

The variance process is intended to provide limited relief from the requirements of this Development Code in those cases where strict application of a particular requirement will create a practical difficulty or unnecessary hardship prohibiting the use of land in a manner otherwise allowed under this Development Code. It is not intended that variances be granted to (1) allow a use in a zoning district where it is not permitted by this Development Code; or (2) merely remove inconveniences or financial burdens that the requirements of this Development Code may impose on property owners in general. Rather, it is intended to provide limited relief where the requirements of this Development Code render the land difficult or impossible to use because of some unique physical attribute of the property itself or some other factor unique to the property for which the variance is requested. State and/or federal laws or requirements may not be varied by the City. The Hearing Officer must find that the conditions for variance approval in ARS 9-462.06.G.2 and H.2 have be met.

8.11.2. Procedure

The common development review procedures of Section 8.2 shall apply, with modifications as noted below.

A. Lapse

A variance that has not been utilized within two years from the date of the order granting the variance shall thereafter be void. No time extensions of an approval can be granted. However, if a lesser time limit than two years has been placed on the variance, then the lesser time limit shall apply. For the purposes of this provision, utilization shall mean actual use or the issuance of a building permit, when applicable, provided construction is diligently carried to completion. A variance may be voided only after review by the Hearing Officer. Such review shall occur in the same manner as for approval of a variance.

[7] ORD. 11-20; 08/17/2020

8.12. MINOR MODIFICATIONS [9]

8.12.1. Purpose

This section sets forth the required review and approval procedures for "Minor Modifications," which are minor deviations from otherwise applicable standards that may be approved by the Director or their Designee, the City Council, or the Planning and Zoning Commission. Minor modifications are to be used when the small size of the modification requested, and the unlikelihood of any adverse effects on nearby properties or the neighborhood, make it unnecessary to complete a formal variance process.

8.12.2. Applicability

A. Minor Modifications to General Development and Zoning District Standards

As part of the review and approval of any procedure set forth in this Article, the Director or their Designee may approve Minor Modifications of up to a maximum of fifteen percent from the following general development and zoning district standards as applied, provided that the applicable approval criteria are met. The maximum allowable modification is calculated by applying the fifteen percent modification to the resulting units derived from the application of the numerical development standard stated in the Code.

1. Minimum lot area requirements (Section 4.2.2, Lot Size)
2. Setback requirements (Section 4.2.3, Setbacks); and
3. Numerical development standards set forth in Article 5, Development and Design Standards and Guidelines (e.g., number of parking spaces).

B. Exceptions to Authority to Grant Minor Modifications

Notwithstanding subsection A., in no circumstance shall any decision-making body approve a Minor Modification that results in:

1. An increase in overall project density;
2. A change in permitted uses or mix of uses;
3. An increase in building height;
4. A deviation from the use-specific standards set forth in Article 3; or
5. A change in conditions attached to the approval of any site plan or Conditional Use Permit.

8.13. APPEALS OF ADMINISTRATIVE DECISIONS [9]

8.13.1. Authority

The Planning and Zoning Commission is empowered by this Development Code and Arizona law to hear appeals of administrative decisions made in the interpretation and enforcement of this Development Code.

8.13.2. Appeals to Planning and Zoning Commission

A. Decisions that may be Appealed

Except for actions listed in Section 8.13.3, *Appeals of Dedications or Exactions to Hearing Officer*, any asserted error in any order, requirement, permit, decision, determination, refusal, or interpretation made by any administrative officer, including the Hearing Officer, of the City in interpreting and/or enforcing the provisions of this Development Code may be appealed to the Planning and Zoning Commission, unless otherwise provided in this Development Code, by filing with the Director and with the Planning and Zoning Commission a notice of appeal specifying the grounds for such appeal.

B. Filing of Appeal; Effect of Filing

1. An appeal to the Planning and Zoning Commission may be brought by any person, firm, corporation, office, department, board, bureau, or commission aggrieved by the order, requirement, permit, decision, or determination that is the subject of the appeal.

2. An application for an appeal shall be filed with the Director or their Designee and with the Planning and Zoning Commission on the form contained in the application packet. Once the application is complete, the Director or Designee shall schedule the appeal for consideration at a public hearing before the Planning and Zoning Commission. The Director or their Designee and the administrative officer from whom the appeal is taken shall promptly transmit to the Planning and Zoning Commission all records pertaining to such appeal. The application shall be filed no later than 20 days after the date of the contested action. The Planning and Zoning Commission shall fix a reasonable time for hearing the appeal, and shall give published and posted notice, both as provided in Section 8.2, of the hearing. Posted notice shall be in conspicuous places on the property affected.

3. An appeal to the Planning and Zoning Commission stays all proceedings in the matter appealed from, unless the Director or their Designee certifies to the Planning and Zoning Commission that, in the Director's opinion by the facts stated in the certificate, a stay would cause imminent peril to life or property. Upon such certification proceedings shall not be stayed, except by restraining order granted by the Planning and Zoning Commission or by a court of record on application and notice to the Director or their Designee. Proceedings shall not be stayed if the appeal requests relief that has previously been denied by the Planning and Zoning Commission.

8.13.3. Appeals of Dedications or Exactions to Hearing Officer

Any requirement of a dedication or exaction as a condition of granting approval for the use, improvement, or development of real property may be appealed to a Hearing Officer appointed by the City Council. This Subsection 8.13.3 shall not apply to legislatively imposed dedications or exactions in which no discretion by the Director or

administrative officer to determine the nature or extent of the dedication or exaction was exercised. In the event of such an appeal, the Director or their Designee shall submit a takings impact report to the Hearing Officer. No fee shall be charged for filing an appeal under this Subsection 8.13.3 and such appeal shall be conducted as required by A.R.S. § 9-500.12, et seq.

8.14. BUILDING PERMITS [9]

8.14.1. Applicability

No building or other structure should be erected, constructed, enlarged, or altered in such manner as to prolong the life of the building, nor shall the use of any land or building or other structure be changed, without a building permit issued by the Building Inspection Division of the City of Buckeye and authorizing such construction, alteration, or use changes as being in compliance with provisions of this Development Code.

8.14.2. Review and Decision

A. The Building Inspection Division shall grant or deny the building permit in accordance with the terms of this Development Code and all applicable City requirements.

B. A building permit shall be issued only after a subdivision final plat, minor subdivision, or lot split application as required by Section 8.8 Subdivision of this Article and a site plan, if required, have been approved. However, with the approval of the Director or their Designee, an applicant may submit a building permit application to the Building Inspection Division concurrent with the site plan application, which permit may be issued upon site plan approval by the Director or Planning and Zoning Commission, whichever is applicable. Building permits shall not be issued for any development that is not in conformance with the approved site plan.

8.15. ADEQUATE SCHOOL FACILITIES [9]

8.15.1. Applicability

The provisions of this Section 8.15 shall apply only to those applications that, in the Director's opinion and sole discretion, will increase the projected number of students for any school district's school attendance area as a result of the proposed development. A school district's school attendance area shall be the attendance boundaries adopted for each public school by the applicable school district. By way of example and not limitation, the following applications would require certification pursuant to this Section 8.15:

A. Any application requesting approval for any new residential uses, including a change in zoning district classification from a non-residential to a residential classification.

B. Any application requesting a change in residential zoning district classifications to a higher-density residential classification.

8.16. ANNEXATION [9]

8.16.1. Applicability

The provisions of this Section 8.16 shall apply to all applications to extend or increase the corporate limits of the City of Buckeye through the annexation of real property that is "contiguous," as defined in A.R.S. § 9-471, to the City's boundaries.

8.16.2. Procedure[8]

The common development review procedures of Section 8.2 shall apply.

A. Applicable, with the following modifications:

1. The application shall include the Application for Annexation and the Initial Submittal Items Checklist, as produced in the application packet. Application materials may be required to be updated and resubmitted from time to time as required by the project coordinator.

2. If state land, other than state land utilized as state rights-of-way or land held by the state by tax deed, is included in the territory, written approval of the state land commissioner and the selection board established by A.R.S. § 37-202 shall be included with the application and subsequently included with any annexation petition to be filed with the County.

3. Upon submission of the application for annexation, the Director shall appoint a project coordinator from the Development Services Department staff. The coordinator will be the primary contact for the applicant during the remainder of the annexation process.

B. Notice

Published, written, and posted notice are required. In addition, notice of the City Council hearing shall be provided as follows:

1. At least six days before the hearing and 15 days before the end of the 30-day waiting period, publication at least once in a newspaper of general circulation that is published or circulated in the City and the territory proposed to be annexed. The applicant shall submit proof of such publication to the project coordinator prior to the public hearing date. Applicant's failure to submit proof of publication will result in the public hearing not being held and the application process being restarted.

2. At least six days before the public hearing, posting in at least three conspicuous public places (visible from right-of-way and adjacent property) in the territory proposed to be annexed. The applicant shall provide a notarized affidavit of the posting of signs to the project coordinator prior to the public hearing date. Applicant's

[8] ORD 25-17; 12/19/2017; [9] ORD X-24; 2/15/2024

failure to submit such affidavit will result in the public hearing not being held and the application process being restarted.

3. At least six days before the hearing, the project coordinator shall send notice by first-class mail to the chairman of the board of supervisors of the county in which the territory proposed to be annexed is located.

4. At least six days before the hearing, the project coordinator shall send notice by first-class mail, with an accurate map of the territory proposed to be annexed to each owner of real and personal property that would be subject to taxation by the city or City in the event of annexation in the territory proposed to be annexed. The applicant shall provide the necessary stamped, blank envelopes to the project coordinator, who will then verify the property owner names and addresses from the county records before mailing the notices.

5. The project coordinator shall submit the Development Services Department staff report on the proposed annexation to the City Council.

C. Public Hearings

Applicable as follows:

1. All public notices, meetings, and hearings shall comply with applicable requirements of A.R.S. 9-471(A)(3).

2. The City Council shall hold a public hearing within the last 10 days of the 30-day waiting period, The project coordinator is responsible for scheduling such hearing.

D. Action by City Council

1. The City Council shall hold a public hearing on the proposed annexation and based upon the recommendations of the Director and Planning and Zoning Commission, approve or deny the ordinance to annex. If the ordinance is approved, it shall be signed by the Mayor, the City Attorney, and the City Clerk.

2. The project coordinator shall send a notice of annexation by first-class mail to each owner of real and personal property that would be subject to taxation by the city or City in the event of annexation in the territory proposed to be annexed. . The notice shall include a full copy of the ordinance. The applicant shall provide the necessary stamped, blank envelopes to the project coordinator for such mailing. The project coordinator shall verify the property owners' names and addresses from county records before mailing the notices.

3. The annexation shall become final after the expiration of 30 days from the City Council's adoption of the ordinance annexing the territory.

ARTICLE 9: ENFORCEMENT

9.1 GENERAL PROVISIONS [1]

9.1.1. Purpose

This Article establishes procedures through which the City seeks to ensure compliance with the provisions of the adopted Development and Building Codes and obtain corrections for violations. The Article also sets forth the remedies and penalties that apply to violations.

9.1.2. Compliance Required

No person shall develop or use any land, building, or structure within the City in violation of the adopted Development and Building Codes, or the terms and conditions of permits or other approvals or entitlements issued under the adopted Codes.

9.1.3. Permits and Approvals

No permit or approval may be issued unless all structures and uses of land and structures to be authorized by the permit or approval conform to the adopted Codes, and the terms and conditions of other applicable permits and approvals issued under the adopted Codes. A permit or approval issued in violation of the adopted Codes is void.

9.1.4. Continuation of Prior Enforcement Actions

Nothing in this Development Code shall prohibit the continuation of previous enforcement actions undertaken by the City pursuant to previous regulations.

9.1.5. Continuing Violations

Each day that a violation occurs or remains uncorrected shall constitute a separate and distinct violation of the adopted Code.

9.1.6. Responsibilities for Enforcement

The provisions shall be administered and enforced by the Director, or such other person as may be designated by the Director.

9.1.7. Remedies Cumulative

The remedies provided for violations of the adopted Codes, whether civil or criminal, shall be cumulative and in addition to any other remedy provided by law, and may be exercised in any order.

9.2. VIOLATIONS [1]

Each of the following activities constitutes a violation of the adopted Code:

A. Activity Inconsistent with Code

Any erection, construction, reconstruction, remodeling, alteration, maintenance, expansion, movement, or use of any land, building, structure, or sign, in contravention of any provision of adopted Codes.

B. Activity Inconsistent with Permit or Approval

Any development, use, or other activity in any way inconsistent with the terms or conditions of any permit or approval required to engage in such activity.

C. Any violation of the previous Development Code shall continue to be a violation under this Development Code and shall be subject to the penalties and enforcement set forth in Article 9, *Enforcement*, unless the use, development, construction, or other activity complies with the provisions of this Development Code. Payment shall be required for any penalty assessed under the previous ordinance, even if the original violation is no longer considered a violation under this Development Code. (NOTE: moved from 1.8.2)

D. Illustrative Examples

Examples of activities inconsistent with the adopted Codes or with any permit or approval issued include, but are not limited to, the following:

1. Increasing the density or intensity of any use of any land or structure except in accordance with the requirements of this Development Code;

2. Reduction or diminishment of lot area, setbacks, vegetative buffers, open space, or other standards below the minimum requirements set forth in this Development Code;

3. Damage to or removal of vegetation inconsistent with this Development Code;

4. Creation, expansion, replacement, or change of a nonconformity inconsistent with this Development Code and all other applicable regulations;

5. Failure to remove any sign installed, created, erected, or maintained in violation of this Development Code, or for which the sign permit has lapsed;

6. Failure to remove a temporary use once authorization for the temporary use under this Development Code and all other applicable regulations has lapsed;

7. Failure of a private association to construct, improve, or maintain any amenity, landscaping, buffers, fencing, or other improvements required by the terms of any permit or approval;

8. Failure to abide by the condition(s) of any application approval or agreements executed in connection with a grant of approval; and

9. Failure to comply with applicable provisions or requirements of a certificate of occupancy.

9.3. REMEDIES AND PENALTIES [1]

The Director or Designee shall have the following remedies and powers to enforce:

9.3.1. Deny/Withhold Entitlements

The Director or Designee may deny or withhold all entitlements, including building permits, certificates of occupancy, business licenses, or other forms of authorization to use or develop any land, structure, or improvements, until an alleged violation, associated civil penalty, and/or lien resulting from a previous final order related to such property, use, or development is corrected. This provision shall apply whether or not the current owner or applicant for the permit or other approval is responsible for the violation.

9.3.2. Revoke Entitlements

A. Any entitlement or other form of authorization required under the adopted Codes may be revoked, after notice and a hearing, when the Director or Designee determines that:

1. There is a departure from the approved plans, specifications, limitations, or conditions as required under the entitlement;

2. The entitlement was procured by false representation;

3. The entitlement was issued in error; or

4. There is a violation of any provision of the adopted Codes.

B. Written notice of revocation shall be served upon the property owner, agent, applicant, or other person to whom the entitlement was issued, or such notice may be posted in a prominent location at the place of violation. No work or construction shall proceed after service of the revocation notice.

9.3.3. Stop-Work Orders

A. Whenever any building, structure, site, or part thereof is being demolished, constructed, reconstructed, altered, or repaired in a hazardous manner, in substantial violation of any state or local building law, or in a manner that endangers life or property, the Director or Designee has the authority to issue a stop-work order for the specific part of the work that is in violation or presents the hazard.

B. With or without revoking permits, the Director or Designee may issue an order to stop work on any property on which there is an uncorrected violation of either a provision of the adopted Codes or a provision of an entitlement or other form of authorization issued under an adopted Code.

C. The stop-work order shall be in writing directed to the person doing the work, and shall specify the provisions of the Code or other law allegedly in violation. After any such order has been served, no work shall proceed on any building, other structure, or tract of land covered by such order, except to correct such violation or comply with the order.

D. Once conditions for resumption of the work have been met, the Director or Designee shall rescind the stop-work order.

9.3.4. Criminal and Civil Penalties

A. Any person, firm, or corporation violating any provision of the adopted Codes, or any amendments, shall be guilty of a Class One Misdemeanor punishable by a fine not exceeding $2,500, or by imprisonment for a period not exceeding six months, or by both such fine and imprisonment, for each violation.

B. Violation of any provision of the adopted Codes, or any amendments, may also subject the offender to a civil monetary penalty in an amount to be established by the City Council. If the offender fails to pay this penalty within 15 days after being cited for a violation, the penalty may be recovered by the City in a civil action in the nature of a debt. A civil penalty may not be appealed to the Planning Commission if the offender was sent a final notice of violation in accordance with this Section and did not take an appeal to the Planning Commission within 20 days of the date of such final notice.

9.3.5. Injunctive Relief

The Director or Designee may seek injunctive relief or other appropriate relief in Superior Court or other court of competent jurisdiction against any person who fails to comply with any provision of this Development Code or any requirement or condition imposed pursuant to this Development Code. In any court proceedings in which the City seeks a preliminary injunction, it shall be presumed that a violation of the adopted Code is a real, immediate, and irreparable injury to the public; that the public will be irreparably injured by the continuation of the violation unless the violation is enjoined; and that there is no plain and adequate remedy at law for the subject Code violation.

9.3.6. Abatement

A. The City may abate the violation pursuant to this subsection.

B. Any abatement of a violation of this Code shall be conducted and any lien imposed shall be done in accordance with the provisions of ARS §9-499.

[1] ORD X-24; 2/20/2024

ARTICLE 10: DEFINITIONS

10.1. GENERAL RULES OF CONSTRUCTION [11]

The following rules shall apply for construing or interpreting the terms and provisions of this Development Code.

10.1.1. Meanings and Intent

All provisions, terms, phrases, and expressions contained in this Development Code shall be construed according to the general purposes set forth in Section 1.3, *Purpose of this Development Code*, and the specific purpose statements set forth throughout this Development Code. When, in a specific section of this Development Code, a different meaning is given for a term defined for general purposes in this Article 10, the specific section's meaning and application of the term shall control.

10.1.2. Headings, Illustrations, and Text

In the event of a conflict or inconsistency between the text of this Development Code and any heading, caption, figure, illustration, table, or map, the text shall control.

10.1.3. Lists and Examples

Unless otherwise specifically indicated, lists of items or examples that use terms such as "for example," "including," and "such as," or similar language are intended to provide examples and are not exhaustive lists of all possibilities.

10.1.4. Computation of Time

The time in which an act is to be done shall be computed by excluding the first day and including the last day. If a deadline or required date of action falls on a Saturday, Sunday, or holiday observed by the city, the deadline or required date of action shall be the next day that is not a Saturday, Sunday, or holiday observed by the City. References to days are calendar days unless otherwise stated.

10.1.5. References to Other Regulations/Publications

Whenever reference is made to a resolution, ordinance, statute, regulation, or document, it shall be construed as a reference to the most recent edition of such regulation, resolution, ordinance, statute, regulation, or document, unless otherwise specifically stated.

10.1.6. Delegation of Authority

Any act authorized by this Development Code to be carried out by a specific official of the City may be carried out by a designee of such official.

10.1.7. Technical and Non-Technical Terms

Words and phrases shall be construed according to the common and approved usage of the language, but technical words and phrases that may have acquired a peculiar and appropriate meaning in law shall be construed and understood according to such meaning.

10.1.8. Public Officials and Agencies

All public officials, bodies, and agencies to which references are made are those of the City of Buckeye, Arizona, unless otherwise indicated.

10.1.9. Mandatory and Discretionary Terms

The words "shall," "must," and "will" are mandatory in nature, establishing an obligation or duty to comply with the particular provision. The words "may" and "should" are permissive in nature.

10.1.10. Conjunctions

Unless the context clearly suggests the contrary, conjunctions shall be interpreted as follows:

"And" indicates that all connected items, conditions, provisions, or events apply; and

"Or" indicates that one or more of the connected items, conditions, provisions, or events apply.

10.1.11. Tenses, Plurals, and Gender

Words used in the present tense include the future tense. Words used in the singular number include the plural number and the plural number includes the singular number, unless the context of the particular usage clearly indicates otherwise. Words used in the masculine gender include the feminine gender, and vice versa.

10.2. INTERPRETATIONS

The Director has final authority to determine the interpretation or usage of terms used in this Development Code. Any person may request an interpretation of any term by submitting a written request to the Director, who shall respond in writing within 30 days. The Development Services Department shall keep a public record of all interpretations and determinations on usage of terms rendered by the Director.

10.3. OTHER TERMS DEFINED [11]

Accessible Parking Space
A parking space that meets the requirements of applicable state and federal disabilities acts.

Abutting
The condition of two adjoining properties having a common property line or boundary including cases where two or more lots adjoin a corner, but not including cases where adjoining lots are separated by a street or alley.

Accent Material
Material covering 25 percent or less of a wall elevation.

Access/Accessway
The place, means, or way by which pedestrians and vehicles shall have safe, adequate, and usable ingress and egress to a property or use as required by this Development Code.

Adjacent
The condition of being near to or close to, but not necessarily sharing a common dividing line (e.g. two properties that are separated only by a street or alley shall be considered as adjacent to one another).

Affordable Housing
Affordable housing is property, whether owned or rented, that costs no more than 28 to 30 percent of gross household income.

Alley
A minor way that is used primarily for vehicular access to the back or side of properties otherwise abutting on a street.

Annexation
Annexation is the incorporation of a land area into an existing district or municipality, with a resulting change in the boundaries of the annexing jurisdiction.

Antenna Co-location on Existing Tower
Any structure or device used to collect, receive, transmit, or radiate electromagnetic waves, including both directional antennas (such as panels, microwave dishes, satellite earth station antennas over two meters in diameter) and omni-directional antennas (such as whips) that is placed upon an existing telecommunications tower or projection. This term does not include antennas two meters or less in diameter.

Area, Gross
The area of a lot or parcel including all dedicated streets, alleys, private accessways roadway and/or alley easements, and canal rights-of-way. Such boundaries shall extend to the center of existing abutting street or alley right-of way. In the case of an existing partial dedication or easement, the gross area shall not extend beyond what would be the centerline of the full dedication.

Area, Net
The area of a lot or parcel excluding all dedicated streets or alleys and roadway or alley easements.

Articulation
The manner in which various features are arranged on a building elevation.

Attainable Housing
Attainable Housing is housing that is affordable to people earning around the Area Median Income (AMI). Households living in attainable housing and earning between 80% and 120% of the AMI should not need to spend more than 30% of their income on housing costs.

Awning
A structure attached to a building or other permanent structure in a fixed position with a flexible or rigid covering, including such structures that are internally illuminated by fluorescent or other light sources.

Balcony
That portion of a building that projects into the required yard and where the floor height of such projection is not less than four feet above grade.

Banner
A flexible piece of material used as a symbol, decoration, or to provide a message that is attached on at least two of its sides to a building, poles, or other outdoor structure.

Basement
That portion of a building underground and having at least one-half of its height measured from its floor to its ceiling below grade. A basement shall be counted as a story if the vertical distance from grade to its ceiling is more than two feet.

Berm
An earthen mound designed to, screen undesirable views, decrease noise, and/or control or manage surface drainage.

Bicycle Parking Space
An area designated within a facility for the use of an individual bicycle.

Block
A piece or parcel of land or group of lots entirely surrounded by public streets, streams, railroads or parks or a combination thereof.

Borrow
Earth material acquired from an off-site location for use in grading a site.

Box Transplanting
A method of transplanting a tree in which the root ball is placed in a box.

Brushing
The selective removal of vegetation.

Buckeye Water Conservation and Drainage District (BWCDD)
BWCDD is an irrigation district, supplying irrigation water and power. The district also provides flooding irrigation to homes and water to contractors for construction.

Buffer
Landscaped areas, fences, berms, or any combination thereof, used to physically screen or block noise, lights, buildings, or nuisances.

Buffer, Open Space
A buffer is an 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 human activity on the land or wildlife.

Building
Any substantial structure that by nature of its size, scale, bulk, dimension, or use constitutes a visual obstruction or generates activity similar to that usually associated with a building. For purposes of determining required setbacks, the term includes (i) Gas pumps and overhead canopies or roofs. (ii) Fences running along lot boundaries adjacent to public rights-of-way that exceed six feet in height and are substantially opaque.

Building Facade Line
A line that is parallel to a lot line or public or private street curb line, as applicable, and the average distance from the lot line or curb line as the closest portion of a building.

Building Height[1]
The vertical distance of a building as measured from the average elevation of the finished grade within twenty (20) feet of the structure to the highest point of the coping or parapet of a flat roof, or to the mean height level between eaves and ridges for gable and hip or gambrel roofs.

Building Mass
The three-dimensional bulk of a building—height, width, and depth.

Building Scale
The size and proportion of a building relative to human scale, streets, surrounding buildings, and environs.

[1] ORD. 18-17; 07/05/2017

Build-out
Build - out is an estimate of the amount of potential development for an area. A built - out community is typically one that has five (5) percent or less vacant property available for development.

Bulk Waste
Bulk waste is a waste type that are too large to be accepted by the regular waste collection.

Capital Improvement Program (CIP)
The CIP is a financial plan to identify needed infrastructure enhancements throughout the city.

Carport
A structure open on a minimum of three sides designed or used to shelter not more than three vehicles and not to exceed 24 feet on its longest dimension.

Central Arizona Project (CAP)
CAP is a water resource development and management project that provides water from the Colorado River to central and southern Arizona.

Clearing
The removal of vegetation by manual or mechanical means.

CMU
Concrete masonry units.

Commercial Center
A development containing two or more retail stores, offices, restaurants, hotels, motels, and similar businesses.

Commercial Development
For purposes of this Development Code, development of any use meeting the definition of "Commercial Use," "Offices," "Places of Public Assembly," or "Service Establishment" in the Buckeye Development Code, as well as any mixed-use development that combines commercial development and development of any residential use.

Commercial Use
A retail use operated for profit or compensation, where the general public is invited to purchase goods or services and the compensation is substantial and regular.

Common Area
Land in a residential development held in common and/or single ownership and not reserved for the exclusive use or benefit of an individual tenant or owner.

Community Facilities District (CFD)
A CFD is a financing mechanism for the acquisition, construction, operation, and maintenance of public infrastructure.

Community Green Space
Community green is land within a community that has not 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.

Community Master Plan
The Community Master Plan district is a zoning designation intended to create a built environment superior to that which is accomplished through conventional zoning districts and design guidelines. The area must include a minimum of 640 acres of integrated development with defined allowable land uses, intensities and densities, and design standards.

Compatibility
Compatibility occurs when the characteristics of different uses or activities are harmonious or capable of existing or working together without conflict.

Complete Application
An application that is submitted in the required form, includes all mandatory information and supporting materials specified in the application packet, and is accompanied by the applicable fee. A pre-application conference shall have been held, if required by this Development Code.

Concealed Antennae and Towers
Any man-made trees, clock towers, bell steeples, light poles, water towers and similar alternative design mounting structures that camouflage or conceal the presence of antennas or towers.

Concrete Panel Construction
A monolithic masonry wall unit, either poured in place, poured on site (commonly referred to as "tilt-wall construction"), or precast for assembly on site.

Condominium
An estate in real property consisting of an undivided interest in common in a portion of such real property, together with the right of exclusive occupancy of a unit located thereon.

Corral Fence
A fence-type structure consisting of vertical posts and horizontal members and so constructed that 75 percent or more of the vertical surface is open. Chain link or other similar types of wire fences are not intended to be included in this definition and shall be classified as a fence or wall.

Court
An open, unobstructed space, bounded on more than two sides by the walls of a building. An inner court is entirely surrounded by the exterior walls of a building. An outer court has one side open to a street, alley, yard, or other permanent open space.

Crime Prevention Through Environmental Design (CPTED)
CPTED is an approach to deterring criminal behavior through environmental design.

Cul-de-Sac
A street with no outlet, which terminates in a circular right-of-way.

Culvert
A drain, ditch, or conduit, not incorporated in a closed system, which carries drainage water under a driveway, roadway, railroad, pedestrian walk, or public way, or other type of overhead structure.

Curb
A stone, concrete, or other improved boundary marking the edge of the roadway or paved area.

Cut
Vertical removal of earthen material.

Cutoff Angle
The angle formed by a line drawn from the direction of light rays at the light source and a line perpendicular to the ground from the light source above from which no light is emitted.

Cut-off Light Fixture
A lighting fixture with a light distribution pattern that results in less than 2.5 percent of the rated lumens being projected at or above a horizontal plane located at the bottom of the fixture, and less than 10 percent of the rated lumens projected between that horizontal plane and a plane emanating at an 80-degree angle below the bottom of the fixture.

Decorative Paving
Paving that is made up of solid, pre-cast, decorative paving, flagstone, modular units, stamped concrete, seeded concrete, colored concrete, or any combination of the same.

Dedication
A conveyance of fee simple or property rights at no cost to the City or another public agency.

Demographics
Statistical data relating to the characteristics of the population and subgroups within a population.

Demolition or Demolish
An act or process that removes one or more of the following from an existing building or buildings:

1. Fifty percent or more of the roof area as measured in plan view.
2. Fifty percent or more of the exterior walls of a building.
3. A Street-facing facade.

Density
A ratio of the number of dwelling units to the gross land area unless otherwise stated.

Destroy
For purposes of the native plant preservation requirements of this Development Code, means to kill, or cause the death of any protected native plant by any means.

Development
Any activity that changes the use of land or makes a material change to the appearance of a structure or property. In addition, the following constitute development:

1. Clearing of land as an adjunct of construction, including clearing or removal of vegetation or soil manipulation;
2. Deposit of refuse, solid, or liquid waste or fill on a parcel of land;
3. Placement of a sign;
4. Changes or alteration of a watercourse, drainage way, or other waterway; or
5. Paving, filling, grading, or covering of land.

Development Code
The City of Buckeye Development Code.

Direct Lighting
A source of external illumination located a distance away from the sign which lights the sign, but which is, itself, not visible from any normal position of view.

Director
The Development Services Director, or his or her designee.

Disability
A physical or mental impairment that substantially limits one or more of a person's major life activities, impairs their ability to live independently or a record of having such an impairment, but such term does not include current use of, nor addiction to, alcohol or a controlled substance.

Distribution Lines
Those electric lines used to distribute power from a feeder line to an end user. These electric lines are normally connected to a feeder line through a sectionalizing device such as a fuse.

Driveway
The principal access route from the roadway adjacent to a lot, to the lots primary off-street parking area.

Easement
A right to use another person's real property for certain limited purposes.

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 nonliving 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.

Electrical Sign
A sign in which electrical wiring and connections are used.

Elevation
(1) A vertical distance above or below a fixed reference level; or (2) a fully dimensioned drawing of the front, rear, or side of a building showing features such as windows, doors, and relationship of grade to floor level.

Engineering Plan
Plans, profiles, cross sections, reports, and other required details for the construction of public improvements prepared by a registered engineer.

Envelope, Building
(1) A dwelling unit and all attached roofed structures, including carports or patio ramadas;

(2) For nonresidential development, the building envelope shall be the main building and all attached roofed structures.

Envelope, Development
The sum of the areas of the permit holder's land to be graded, including the building envelope, accessory buildings, and areas of related parking, driveways, swimming pools, walls, and other accessory structures, but excluding individual sewage disposal systems.

Environmentally Sensitive Area
A definable area that is characterized by the presence of indigenous plants as referenced herein that has not been significantly or noticeably altered or modified through development, agriculture, or other activities associated with growth or expansion.

Equipment Building or Structure
An accessory building or structure used to house necessary equipment used by communication providers at a facility.

Erosion
The wearing away of the ground surface as a result of the movement of wind, water or ice.

Excavation
The mechanical, manual, blasting, or other such means for removal of earth material.

Exterior Trademarked Design Feature
An exterior design feature, including colors, shapes, and materials, of a building that is trademarked by a building occupant.

Facade
The exterior walls of a building exposed to public view, or that wall viewed by persons not within the building.

Fascia
Any broad, flat, horizontal surface, as the outer edge of a cornice or roof. Fascia board is a wide board set vertically to cover the lower ends of rafters or the joint between the top of a wall and the projecting eaves.

Federal Emergency Management Agency (FEMA)
FEMA's duties include the development and administration of the nation's Flood Insurance Program (NFIP). The NFIP develops and adopts flood maps, which illustrate flood zones that are used by participating communities in regulating the location and design of buildings, utilities and other man-made improvements.

Feeder line
High voltage supply electric lines that emanate from substations used to distribute power through an area. This term is synonymous with "transmission lines."

Fencing, Protective
Fencing with a four-foot approximate height intended to provide the boundaries of something being protected.

Fencing, Temporary
A temporary barrier, approved by the city, which clearly and conspicuously delineates areas designated to remain undisturbed or that are to be protected during construction.

Fill
Vertical addition of earthen material.

Final Inspection
Field inspection conducted by the City prior to project acceptance.

Flag
A piece of material used as a symbol, decoration, or message that is attached on only one of its sides to a building, pole, or other outdoor structure.

Floor Area
The total square feet of floor space within the outside dimensions of a building including each floor level, but excluding carports, residential garages, and breezeways.

Freestanding
Any structure that is not attached to any other structure or portion of a structure. Structures that are linked by pedestrian walkways are deemed to be freestanding. Freestanding shall also apply to sole uses on an individual parcel.

Frontage
All property on one side of a street between two intersecting streets (crossing or terminating) measured along the line of the street, or, if the street is a dead end, then all of the property abutting on one side between an intersecting street and the dead end of the street, including property fronting on a cul-de-sac.

Fully-Shielded Light Fixture
A lighting fixture constructed in such a manner that the light source is not visible when viewed from the side and all light emitted by the fixture, either directly from the lamp or a diffusing element, or indirectly by reflection or refraction from any part of the luminaire, is projected below the horizontal as determined by photometric test or certified by the manufacturer. Any structural part of the light fixture providing this shielding must be permanently affixed.

Full Cut-off Light Fixture
A lighting fixture with a light distribution pattern that results in no light being projected at or above a horizontal plane located at the bottom of the fixture, and less than ten percent of the rated lumens projected between that horizontal plane and a plane emanating at an 80 degree angle below the bottom of the fixture.

Future Land Use Map (FLUM)
A FLUM is a diagram that designates the type, distribution, and intensity/density of land uses all owed in the MPA.

Garage, Detached
An enclosed (on at least three sides) accessory building not attached to a main building, used for storage of automobiles, and used solely by the occupants and their guests.

Garage, Parking
See "Parking Structure."

Glazing
The panes or sheets of glass or other material made to be set in frames, as in windows or doors.

Grade
The elevation of the ground surface, paving, or sidewalk.

Grading
The initial clearing, brushing, or grubbing, and subsequent excavating, or filling of a site.

Grading Permit
An official document issued by the City authorizing the grading activity specified by the grading permit conditions.

Gross Floor Area
The sum of the gross areas of the several floors of a building or buildings, measured from the exterior faces of exterior walls or from the centerlines of walls separating two buildings. Gross floor area shall not include:

A. Underground parking space.
B. Uncovered steps.
C. Exterior balconies.

Gross Land Area
The area of a parcel of land excluding all streets and alleyways in existence at the time the development plan is submitted. Those portions of such parcels that subsequently may be designated as streets or alleyways, whether dedicated or not, shall be included in the determination of gross land area.

Ground Cover
A low growing, woody, or herbaceous vine or grass like material primarily used to cover large areas of ground. The term "ground cover" also means a plant species that normally reaches a height of less than three feet upon maturity, installed in such a manner so as to form a continuous cover over the ground.

Grubbing
The removal of trees and other large plants including their roots.

Guideline
An indication of policy or preferences; compliance is not mandatory like a standard, but rather compliance is encouraged to further the City's land-use goals and policies.

Gutter
A shallow channel, usually set along a curb or the pavement edge of a road or the edge of a building roof, for purposes of catching and carrying off water.

Habitat
The place or type of site where a plant or animal naturally or normally grows and lives.

Halo Lighting
Illumination produced by recessing a light source inside a hollow character with an open back or within the surface to which sign letters are mounted. An outline glow around the characters is created by this light reflecting off the background to which the characters are attached.

Homeowners Association (HOA)
An organization established for the ownership, care, and maintenance of private common areas, private streets, and other private facilities. HOAs are organizations in a subdivision or planned community that create and enforce rules for the properties within the community.

Hydrological Study
A report designed to show the effects of surface water on a specific area.

Illuminance[2]
A measure of the amount of light intercepting an object at a given distance from a light source measured in footcandles.

Infrastructure
Facilities and services needed to sustain manufacturing, residential, commercial and all other land use activities. Infrastructure includes water lines, sewer lines, and other utilities, streets and roads, communications, and public facilities, such as fire stations, parks, schools, and other similar type uses.

Impervious Cover
Any surface lacking the ability for air and water to pass through to natural ground.

Impervious Surface
An impervious surface is a surface through which water cannot penetrate, such as a road, sidewalk, or paved parking lot. The amount of impervious surface increases with development and establishes the need for drainage facilities to carry the increased runoff.

Improvement District (ID)
An Improvement District is a district comprised of property owners who desire improvement to their properties, such as water, sewer, or roadway infrastructure, which are financed through bonds, ad valorem, or equally apportioned secondary taxes pursuant to Title 48 of the Arizona Revised Statutes.

Incorporated Area
An incorporated area is a geographic area that has legally defined municipal boundaries.

Industrial Development
Development of any use primarily associated with heavy equipment, tractor trailers, material storage or processing, warehousing, manufacturing, or chemical processing, where the general public is not invited to be part of the on-site activities.

[2] ORD. 10-13; 6/18/2013

Infill Development
Infill development is development of vacant or underutilized land (usually individual lots or leftover properties) within areas that are already largely developed.

Information and Communication Technology (ICT)
ICT refers to technologies that are used for telecommunications.

Infrastructure
Infrastructure is all types of nonbuilding, manmade 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.

In-line Commercial Center
Multiple retail stores laid out in an in-line arrangement. Individual stores share one or more side walls but have separate entrances. In-line centers typically share a single parking area.

Inspector
A person authorized by the City to perform inspection on work performed where the City is required to inspect.

Intergovernmental Agreement
An intergovernmental agreement is an agreement between units of government to combine their resources to provide governmental services and perform activities for the benefit of their constituents.

Interior lot
A lot other than a corner lot.

Internal Lighting
A source of illumination entirely within the sign that makes the contents of the sign visible at night by the light being transmitted through a translucent material but wherein the source of the illumination is not visible.

Invasive Species
Invasive species are plant species that are not native to the ecosystem under consideration and who 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.

Irrigation System
An underground automatic watering system, which consists of heads, valves, pipes, etc., used for the sole purpose of sustaining and promoting plant life. This definition shall also apply to drip and soaker hose irrigation.

Kiosk
A small, freestanding one-story structure having a maximum floor area of 100 square feet and used for purposes of the posting of temporary information and/or posters, notices, and announcements, an ATM, postal supplies, or similar uses where no attendant is required.

Landscape Buffer
A combination of physical space and vertical elements such as plants, berms, fences, or walls, the purpose of which is to separate and/or screen incompatible land uses from each other.

Landscape Screening
An area of landscaping a minimum of three feet in height. It shall consist of trees, shrubs, and groundcover and may contain natural topping material such as boulders, rock, stone, granite or other approved material. The purpose of the landscape screen is to screen adjacent areas.

Land Use
Land use is the occupation or use of a land or water area for any human activity or any purpose defined in the general plan.

Leadership in Energy and Environmental Design (LEED)
LEED is a rating system devised by the United State Green Building Council (USGBC) to evaluate and guide the design, construction, operation, and maintenance of buildings.

Light-Emitting Diode Display (LED) and Liquid Crystal Display (LCD)[3]
Flat, electronic display devices that channel light through tubes or modulate liquid crystals to create patterns that can produce changing video displays.

Light Fixture
The complete lighting assembly (including the lamp, housing, reflectors, lenses and shields), less the support assembly (pole or mounting bracket).

Loading Space
An off-street space or berth used for the delivery and loading or unloading of vehicles.

[3] ORD. 10-13; 6/18/2013

Logo
A graphic image or words representing an organization. This image shall be in the form of symbols (logo symbol) and/or words.

Lot Area
The total area, measured on a horizontal plane, included within lot lines.

Lot Coverage
The total structural coverage provided on a lot or site inclusive of all roofed areas, including roof overhangs or projections, or structures capable of supporting a roof divided by the net area of the lot or size.

Lot Width
The width of the lot shall be:

(1) If the side lot lines are parallel, the shortest distance between these sidelines.

(2) If the side lot lines are not parallel, the width of the lot shall be the length of a line at right angles to the axis of the lot at a distance equal to the front setback required for the district in which the lot is located. The axis of a lot shall be a line joining the midpoints of the front and rear lot lines.

Lot Depth
The average horizontal distance between the front and rear lot lines.

Lot Frontage
That dimension of a lot or portion of a lot abutting on a street, excluding the site dimension of a corner lot.

Lot Line
The lines bounding lots defined as follows:

(1) Front lot line. The owner shall designate, and the City approve which lot line shall be the lot frontage.

(2) Rear lot line. The lot line most parallel to the front lot line. For triangular lots, the point opposite the front lot line shall be considered the rear lot line.

(3) Side lot line. Any lot lines not the front or rear lot line.

Lot Types
(1) Corner lot. A lot that has at least two adjacent sides abutting on a street, provided that the interior angle at the intersection of such two sides is less than 135 degrees.

(2) Double frontage lot. A lot having a frontage on two nonintersecting streets, as distinguished from a corner lot.

(3) Flag (panhandle) lot. A lot having access to a street or alley by means of a width less than the minimum required lot width, but not less than 12 feet.

(4) Interior lot. A lot other than a corner lot.

(5) Key lot. A corner lot that is so designated that the lots located directly behind it face the side street of the corner lot and are not separated by an alley.

(6 Reversed frontage. A key lot, or the first lot to the rear of a corner lot, the front lot line of which is a continuation of the side lot line of the corner lot and fronting on the street that intersects the street upon which the corner lot fronts and/or that faces the street upon which the side of a corner lot abuts.

Luminance[4]
An objective measurement of the brightness of illumination, measured in candelas per square foot (cd/ft^2) or Nits.

Maintenance Improvement District (MID)
A MID is a district where residents are charged through property taxes to cover maintenance cost s for landscaping, irrigation, and drainage should an HOA be disbanded.

Maricopa Association of Governments (MAG)
MAG is a Council of Governments, serving as the regional agency for the Phoenix Metropolitan Area. MAG is also the Metropolitan Planning Organization for the Phoenix Metropolitan Area, tasked with transportation and air quality planning for the region.

Mansard Roof
A roof having on each side a shallower upper part and a steeper lower part.

Masonry Construction Materials
Materials that include, but are not limited to, brick, stone, concrete masonry units, stucco, and concrete-panel construction.

Maximum Extent Feasible
Under the circumstances, no feasible and prudent alternative exists, and all possible efforts to comply with the regulation or minimize potential harm or adverse impacts have been undertaken.

Maximum Extent Practicable
Under the circumstances, reasonable efforts have been undertaken to comply with the regulation or requirement, the costs of compliance clearly outweigh the potential benefits to the public or would unreasonably burden the proposed project, and reasonable steps have been undertaken to minimize any potential harm or adverse impacts.

[4] ORD. 10-13; 6/18/2013

Mechanical Equipment
All devices, appliances, and apparatus involved in the maintenance of environmental conditions within a building or recreational structure, such as a swimming pool or spa. Mechanical equipment shall include, but is not limited to HVAC units, air conditioners, pool heaters, pool filters, and pool circulation pumps.

Median Household Income
Median household income is a figure representative of the midpoint of gross household income. The median income for individuals is based on individuals 16 years old and over with income.

Monument Base
A freestanding base of masonry construction to match the site building that supports the business establishment's signage.

Municipal Planning Area (MPA)
An MPA is the area of planning influence, which includes both incorporated and unincorporated areas.

Mutilate
For purposes of the native plant preservation requirements of this Development Code, means to deface, maim, damage, or disfigure any protected native plant by shooting, chopping, pushing over, burning, cutting or any other means.

National Register of Historic Places (NRHP)
NRHP is the U.S. government's official list of districts, sites, buildings, structures, and objects deemed worthy of preservation.

Native
Indigenous to the specific site or to areas contiguous to a parcel being developed.

Natural Cross Slope
The slope of the topographic configuration of land, graphically represented by contour lines, prior to any grading or other disturbance of the site.

Natural Resources
Natural resources are environmental and ecological assets; the land, water, plants, and animals th at sustain us and enhance our quality of life. Planning for natural resources means planning for natural resource protection, including conservation, quality protection measures, and improved development practices.

Natural Grade
The topographic configuration of land prior to any grading or other human disturbance of the site.

Net Floor Area
For the purpose of determining parking requirements, the total floor area of a building measured from the interior faces of load-bearing walls, excluding air shafts, stairwells, elevator shafts,

restrooms, mechanical equipment rooms, atriums, and other such features as determined by the Director.

Neighborhood
A neighborhood is a localized geographic area used to describe a subarea of a community that has common character such as natural or historic character or is tied to a common local landmark, such as a church, school, or other asset.

Non-Concealed Freestanding Tower
Any structure that is designed and constructed primarily for the purpose of supporting one or more antennae, including guy towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, common carrier towers, cellular telephone towers, alternative tower structures, and the like.

Outdoor Gathering Space
Open air or semi-enclosed public spaces for the benefit of residents, employees, or visitors to a site. In calculating the size of an outdoor gathering space in order to meet the requirements of this Development Code, the following must not be included: private yards, public or private streets or rights-of-way, parking areas and driveways, and water quality and stormwater detention ponds.

Pad-Site Building
A building that is intended for a single commercial use and that is physically separate from the principal or primary building on the site. The term is typically used in the context of retail shopping center development.

Parapet Wall
A wall extending above the plate line of a building.

Parking Aisle
The aisles on which vehicles are allowed access to the individual parking stalls and are characterized by slow speeds and high turning movements.

Parking Space
A permanently surfaced area enclosed or unenclosed, and a permanently surfaced driveway connecting with a street or alley, permitting ingress or egress of an automobile.

Parking Structure
A structure or portion thereof that is fully or partially enclosed, composed of one or more levels or floors, and used exclusively for the parking or storage of motor vehicles.

Pedestrian Way
A public walk dedicated entirely through a block, from street to street, or providing access to a school, park, recreation area, or shopping center.

Pennant
A piece of material that tapers to a point and is used as a symbol, decoration, or to provide a message and that is attached on only one if its sides to a building, pole, or any other item used to display the pennant.

Perimeter Roads
The roads along the perimeter of buildings and at the ends of parking aisles where they abut property lines and provide customer drop-off and pickup as well as emergency access to the building.

Person
A natural person, a corporation, a partnership, an association, a trust, or any other entity or any combination thereof.

Planned Area Development (PAD)
The Planned Area Development District is a zoning designation intended to create a built environment superior to that which is accomplished through conventional zoning districts and design guidelines. The area must include a minimum of 5 acres of integrated development with defined allowable land uses, intensities and densities, and design standards.

Planning and Zoning Commission
A Planning and Zoning Commission is a recommending body to City Council for development proposals and longrange planning projects. In Buckeye, there are six district commissioners and one at large commissioner.

Population Density
Population density is the number of people living per unit of area, which in the General Plan, is per square mile.

Primary or Principal Building
The building or structure on a commercial development site used to accommodate the majority of the principal permitted use(s). When there are multiple buildings on a commercial development site, such as in a shopping center, the primary or principal building shall be the one containing the greatest amount of gross floor area. Buildings sited on pad sites or free-standing kiosk/ATM machines cannot be "primary" or "principal" buildings.

Principal or Primary Entrance
The place of ingress and egress most frequently used by the public, and which is most visible and most easily identifiable from the principal street.

Pristine
For purposes of the native plant protection requirements of this Development Code, means unaltered from its naturally occurring state, not spoiled, corrupted, or polluted.

Private Street Lot
A separate lot owned by the property owner's association whereupon a private street is constructed.

Public Art
Sculptures, paintings, murals, and other forms of artwork are placed in public spaces or in public view to enrich and add visual interest to the built environment.

Quality of Life
Quality of life is the degree to which individuals perceive themselves as able to function physically, emotionally, and socially. Quality of life includes all aspects of community life that have a direct influence on the physical and mental health of its members.

Redevelopment
Redevelopment is the process of building new construction on a site that has pre - existing uses or renovating existing uses on a site. Redevelopment generally is a strategy to rehabilitate blighted urban areas through renovation.

Relocate
To transplant a protected native plant to another location on the premises.

Remove
To transport a protected native plant from the premises on which it has been growing.

Residential Thoroughfare
A thoroughfare indicated on the city master thoroughfare plan, and as the same may be from time to time amended.

Retaining Wall
A wall designed to withstand lateral and hydrostatic pressures and built to keep earth from sliding.

Revegetation
Placement of living plant materials including, but not limited to, seed, on sites or cut and fill slopes where the natural vegetation has been removed.

Right of Way
A strip of land dedicated to the public and occupied or intended to be occupied by a street, crosswalk, railroad, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, or for another public use. The usage of the term "right-of-way" for land platting purposes means that every right-of-way hereafter established and shown on a final plat is to be separate and distinct from the lots or parcels adjoining such right-of-way, and are not included within the dimensions or areas of such lots or parcels. "Rights-of-way" intended for streets, crosswalks, water mains, sanitary sewers, storm drains, or any other use involving maintenance by a public agency shall be dedicated to public use by the maker of the plat on which such right-of-way is established.

Run-off
Runoff 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.

RV Garage[5, 6]
A garage that has a (10) foot or taller bay door and designed to accommodate the size and mass of an RV, motorhome, travel trailer or camper on a 68-foot-wide lot or greater where the architecture matches the primary structure in color, wall material, lighting, and roof.

Screen
An opaque barrier designed and installed to conceal areas used for storage, refuse, mechanical equipment, parking, or delivery service loading bays from street and public view, or to buffer adjacent uses.

Screening Wall
An approved structure or fence at least six feet in height intended to minimize adverse impacts associated with contiguous or adjacent land uses, or effects of site operations such as dumpsters.

Semi-cutoff Light Fixture
A lighting fixture with a light distribution pattern that results in less than five percent of the rated lumens being projected at or above a horizontal plane located at the bottom of the fixture, and less than 20 percent of the rated lumens projected between that horizontal plane and a plane emanating at an 80-degree angle below the bottom of the fixture.

Setback
The required minimum distance between the building line and the related front, side, or rear lot line and over which no part of any building may extend, except as otherwise provided. When the property abuts a dedicated right-of-way, the distance shall be measured from the dedicated right-of-way line or future right-of-way line. When the property abuts a private street, the distance shall be measured from the back of the tract or easement used for the private accessway.

Sewer
Any pipe or conduit used to collect and carry away sewage or stormwater runoff from the generating source to treatment plants or receiving streams.

Sewer System, Community
Any sewer system, whether treatment plant, septic tank or lagoon, designed with a sewer collection system to be used by a legally constituted association of property owners. The system may or may not be a public system.

Shaded Sidewalk
For purposes of this Development Code, a shaded sidewalk shall be any one of the following:

[5] ORD 09-18, 03/07/2018
[6] ORD 15-20, 09/15/2020

- A sidewalk at least ten feet wide made of pervious concrete with shade trees at 30-foot intervals or of standard concrete with the trees planted in grates at the same distance.

- A five-foot sidewalk adjacent to a landscape strip at least ten feet wide planted with shade trees at 30-foot intervals.

- A sidewalk at least six feet wide covered with weather-protection materials (such as awnings, an arcade, or other structure).

Sidewalk
A paved surface separated from the street and used as a pedestrian walkway.

Sign
Any device, name, number, identification, description, announcement, declaration, demonstration, flag, banner, pennant, illustration, light, or insignia, and the supporting structure of any of the same, placed upon or affixed directly or indirectly to or upon any building or outdoor structure, or erected or maintained upon a piece of land which directs attention to any object, product, service, place, activity, person, institution, organization, or business. Any interior illuminated or moving sign or light that is visible from the exterior may be determined as being erected on the exterior of the building or structure. Signs may contain commercial and/or noncommercial speech.

Sign Area[7]
The total square footage of all lettering and logos placed on the sign face. Each side of the sign shall be calculated individually.

Sign Height[8]
The vertical distance of a sign as measured from the average elevation of the finished grade within 20 feet of the sign base to the highest point on the sign. With respect to Digital Billboards, height shall be determined in accordance with Section 5.11.8.B.3.a.

Sign Permit
A written authorization to erect a sign, obtained pursuant to Section 5.11.2, *Permit Required,* of this Development Code.

Sign Types[9]
(1) Advertising. A sign relating to a business activity, use, or service not conducted on the premises upon which the sign is placed; or a product not sold, handled, produced, or fabricated on the same premises upon which the sign is placed.

(2) Billboard. Any large, standardized off-site sign relating to a business, activity, use, or service conducted off the site, or to a product not sold on the site, and intended for viewing from extended distances, generally more than 50-feet.

[7] ORD. 10-13; 6/18/2013
[8] ORD. 10-13; 6/18/2013
[9] ORD. 10-13; 6/18/2013

(3) Business sign. A sign relating to a business, use, or service conducted on the premises upon which the sign is placed; or a product sold, handled, produced, or fabricated on the premises upon which the sign is placed.

(4) Freeway-Oriented Identification Sign. An on-site freestanding sign that is placed on property adjacent to, but not closer than a distance equal to the height of the sign from the freeway right-of-way or an attached sign with exposure to a freeway. Separation distance of not less than 500 feet shall be observed between any such on-site sign located on the same side of the freeway.

(5) Garage sale, estate sale, yard sale, or similar sign. A sign for the occasional sale of tangible personal property.

(6) Identification sign. A sign used to identify the manufacturer, builder, or seller of a structure that does not exceed 70 square inches in size.

(7) Illuminated sign. A sign lighted by or exposed to artificial lighting either by lights directed toward the sign or within the sign, behind the face of the sign.

(8) Monument sign. Signage constructed on a monument base identifying the name of the business or retail center on the premises upon which the sign is placed. A sign face manufactured and constructed clearly to be a portable sign shall not be used in any form to be made into a permanent sign.

(9) Political sign. A sign relating to the election of a person to public office; relating to a political party; or relating to a matter to be voted upon at an election called by a public body.

(10) Portable sign. Any sign, which is specifically manufactured so that it can easily be relocated from one location to another. A sign that could have wheels or four legs for easy mobility that is supported by the ground or other object (not allowed). A sign face manufactured and constructed clearly to be a portable sign shall not be used in any form to be made into a permanent sign.

(11) Real estate sign. A sign giving off-site direction to property for sale or for lease; or placed upon a property (on-site) advertising that particular property for sale or for lease; or placed on the on-site premises of the area outlined in an approved plat of a subdivision, advertising the sale of lots within such subdivision. A real estate sign shall not exceed 32 square feet.

(12) Residential information sign. Any informational sign located in a district zoned for residential uses that contains no commercial message.

(13) Temporary sign. An approved sign erected or maintained on a premises for a short duration of time. Temporary signs may supplement any permanent signs on the premise. Temporary signs include, but are not limited to, garage, estate, yard or similar sale; lost pet; political campaign; real estate; development and residential information signs; banners and pennants.

(14) Temporary event sign. Signs for the advertisement of temporary events limited to religious, public gatherings, Christmas tree sales and other temporary uses that may be approved under this Development Code.

(15) Transportation sign. A sign specifically for the conveyance of information concerning transportation systems or vehicular movement.

(16) Vehicular sign. Any sign that is affixed or attached to a moving vehicle.

(17) Wall sign. Signage that is erected against, attached to, or supported by the main building on any given property.

(18) Off-Site Sign. A sign directing attention to a specific business, product, service, entertainment event or activity, or other commercial activity that is not sold, produced, manufactured, furnished, or conducted at the property upon which the sign is located.

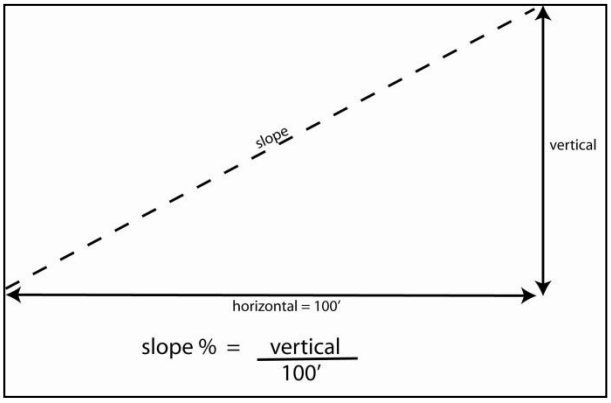
(19) On-Site Sign. A sign whose message and design relates to a business, profession, product, service, event, or other commercial activity sold, offered, or conducted on the same property or unified development where the sign is located.

(20) Digital Billboard (Digital Off-Site Sign). A variable-message sign directing attention to a specific business, product, service, entertainment event or other activity, or other commercial activity that is not sold, produced, manufactured, furnished, or conducted at the property upon which the sign is located, and that utilizes computer-generated messages or some other electronic means of changing copy. These signs include displays and devices with sign faces that are comprise of matrices of light using LEDs, LCDs, light-emitting devices, or other electronic messaging technology.

(21) Digital Reader Panel. A variable-message sign directing attention to a specific business, product, service, entertainment event or other activity, or other commercial activity that is sold, produced, manufactured, furnished, or conducted at the property upon which the sign is located, and that utilizes computer-generated messages or some other electronic means of changing copy. These signs include displays using LEDs, LCDs, a flipper matrix, or other electronic messaging technology.

Slope

The vertical rise in feet measured over a horizontal distance of 100 feet, expressed as a percentage, measured generally at right angles to natural contour lines, and extending across property lines if necessary to obtain the 100-foot measurement, but not extending across significant changes in grade. See illustration.



Solid Waste
Solid waste is any discarded material that is non-liquid, non-soluble, including garbage or refuse, organic or inorganic, whether recyclable or non-recyclable

Spade Transplanting
A method of transplanting a tree by use of a mechanical spade.

Stand
A cluster or grouping of two or more mature plants.

Standard
A definite rule, principle, or measure with which compliance is mandatory. A development application may be denied for failure to meet one or more standards established by this Development Code.

Stormwater
Stormwater is water that originates during precipitation events and snow / ice melt.

Stormwater Management Program (SWMP)
An SWMP is a plan that identifies the programs, Best Management Practices, and policies implemented by the owner of the plan to reduce impacts on stormwater quality.

Street
A right-of-way other than an alley, dedicated or otherwise legally established for public use, usually affording the principal means of access to abutting property.

Street, Arterial
A major street in the City's street system that serves as an avenue for the circulation of traffic onto, out, or around the City and carries high volumes of traffic.

Street, Collector
A street whose principal function is to carry traffic between minor, local, and subcollector streets and arterial streets but that may also provide direct access to abutting properties.

Street Light Improvement District (SLID)
A SLID is a district for the purpose of purchasing electrical power for the use of public lighting facilities within City rights-of-way and are assessed through property taxes.

Street, Local
A street whose sole function is to provide access to abutting properties.

Street, Principal
The street adjacent to a lot or site with the highest priority. Street priorities are as follows, from highest to lowest:

- Freeway
- Parkway
- Major Arterial
- Arterial
- Major Collector
- Collector
- Major Local
- Local

If a lot is adjacent to more than one street of equally high priority, the principal street is: the street with the highest level of transit service, as determined by the Director; or, if the streets do not have transit service or the level of transit service is equal, the street designated by the lot owner.

Street, Private
A platted street providing limited local traffic circulation among adjacent lots which is privately owned and maintained, contained within a private street tract, and constructed in accordance with the requirements of this Development Code.

Street, Sub-Collector
A street whose principal function is to provide access to abutting properties but is also designed to be used or is used to connect minor and local streets with collector or arterial streets.

Street-Facing Facade
A wall of a building that is within 60 degrees of parallel to a street lot line; and is not behind another wall, as determined by measuring perpendicular to the street lot line.

Street Furniture
Those features associated with a street that are intended to enhance the street's physical character and be used by pedestrians, such as benches, trash receptacles, and kiosks.

Sustainability
Sustainability is the property of biological systems to remain diverse and productive indefinitely. Sustainability encompasses human systems, including economy, development and biological systems. Sustainability manifests in policies, programs, and initiatives that support sustaining biodiversity and long-term ecological health necessary to the indefinite survival of humans and other organisms.

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.

Sustainable Roof
A "cool roof" that has a Solar Reflectance Index of 78 for flat roofs, or 29 for roofs with a slope greater than 2:12; or a vegetated roof that includes vegetation on at least 50 percent of the roof area of all buildings in the project, and that uses only drought-tolerant landscaping.

Traffic Calming
Measures that make permanent, physical changes to streets to slow traffic and/or reduce volumes; also can include education and enforcement measures to promote changes in driver behavior.

Transit
Transit is a system of regularly scheduled buses and/or rail available to the public on a fee per-ride basis.

Transportation Master Plan (TMP)
A TMP is a planning document that provides long-term guidance for the planning of roadway, transit, and non‐motorized transportation projects.

Under-story
An underlying layer of vegetation, especially the plants that grow beneath a tree's canopy.

Unified Development[10]
A large development with a comprehensive and consistent development theme typically composed of retail, office, and other commercial businesses. Such developments share access, parking and circulation and are typically designed as regional entertainment, employment or commercial destinations and are often collectively marketed and identified. This definition includes shopping centers areas of over 100,000 square-feet GFA, auto malls, business parks, and industrial parks.

[10] ORD. 10-13; 6/18/2013; [11] ORD X-24; 2/20/2024

Unincorporated Area
An unincorporated area is a geographic area does not have legally defined municipal boundaries.

Unsalvageable Plant
A protected native plant that cannot be successfully relocated due to any of the following:

- Deteriorated health from disease, infestation, or natural causes, or
- Physical constraints related to plant location, orientation, or general condition which obstruct and/or prevent the application of approved relocation techniques.

Wash
A watercourse that flows during flood events or intermittently. Washes are important environmental areas that serve as wildlife corridors and habitat.

Wastewater
Wastewater is spent or used water with dissolved or suspended solids, discharged from homes, commercial establishments, farms, and industries.

Watershed
A watershed is an area of land that drains rainfall and snow melts to a common outlet, such as a reservoir or stream channel. The watershed consists of surface waters as well as groundwater.

Wildlife Corridor
A wildlife corridor (or wildlife linkage) is an area of undeveloped habitat used by wildlife to move between or within habitat blocks to complete activities necessary for survival and reproduction. Corridors are preserved or may be constructed to allow passage for wildlife through developed areas.

Xeriscape
The practice of conserving water and energy through landscaping design that limits lawn areas, irrigates efficiently, improves soils, uses mulches, chooses low water use plants, and employs other good maintenance practices.

Yard
An open space on the same lot with a building, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein. In measuring a yard for the purpose of determining the width of side yard, the depth of a front yard or the depth of a rear yard, the minimum horizontal distance between the lot line and the main building shall be used.

Yard, Front
A yard extending across the front lot line between the side lot lines, and being the minimum horizontal distance between the front lot line and the front wall of any building.

Yard, Rear
A yard extending across the rear lot line between the side lot lines, and being the minimum horizontal distance between the rear lot line and the rear of the main building. The rear yard shall in all cases be at the opposite end of the lot from the front yard.

Yard, Side
A yard between the main building and the side-line of the lot, and being the minimum horizontal distance between the building and the side lot line and extending from the front lot line to the rear lot line.

Zoning
Zoning describes the regulatory control of the use of land, and buildings within a jurisdictional boundary. Areas of land are divided by appropriate authorities into zones within which various uses are permitted and regulated.

WHEN RECORDED, RETURN TO:

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

ORDINANCE NO. 01-24

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, DECLARING THE DOCUMENT ENTITLED "DEVELOPMENT CODE UPDATE" AS A PUBLIC RECORD; ADOPTING THE SAME BY REFERENCE; AMENDING THE BUCKEYE CITY CODE, CHAPTER 7 DEVELOPMENT CODE, AS SET FORTH IN THE "DEVELOPMENT CODE UPDATE"; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, that certain document entitled the "Development Code Update," of which at least three paper copies or one paper copy and one electronic copy are on file in the Office of the City Clerk is hereby declared to be a public record and said copies are ordered to remain on file with the City Clerk; and,

WHEREAS, the Mayor and City Council are authorized by City Code Chapter 2, Article 2-5, Section 2-5-4 to amend all ordinances necessary or proper for the carrying into effect of the powers vested in the City; and,

WHEREAS, the Mayor and City Council believe it is in the best interests of the City to update Chapter 7 of the Code in order to promote the health, safety, and welfare of the community.

NOW THEREFORE BE IT ORDAINED, by the Mayor and City Council as follows:

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

Section 2. That certain document entitled the "Development Code Update," of which at least three paper copies or one paper copy and one electronic copy are on file in the Office of the City Clerk and open for public inspection during normal business hours, is hereby referred to, adopted, and made a part hereof as if fully set out in this Ordinance.

Section 3. The City Code is amended by amending Chapter 7 "Development Code," as set forth in the "Development Code Update."

Section 4. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 5. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 20th day of February, 2024.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

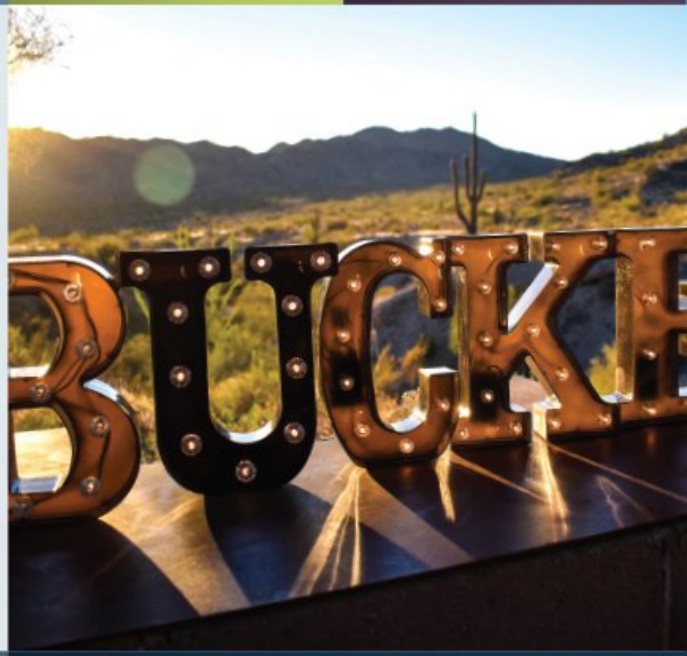
APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

Development Code Update

PLZM-23-00109

February 20, 2024



BUCKEYE, AZ

buckeyeaz.gov

Project Overview

Applicant: City of Buckeye
Consultant : Logan Simpson
Request: Development Code Amendment (DCA)

Purpose and Goals

- Modernization of the Development Code
- Existing requirements refined to address recent Code issues
- Obsolete District conversion introduction
- Development process streamlining





Public Participation and Required Notifications

- Incorporated feedback from Development Partners Group
  - Over 300 contacts
- Engagement with Citizen Advisory Committee (CAC)
- One-on-one discussions
- Newspaper ad published November 18, 2023





Citizen Advisory Committee

- Homebuilders Association of Central Arizona
- Meritage Homes
- Garrett Development Corp
- Bergin, Frakes, Smalley & Oberholtzer Law
- Valley Partnership
- White Tanks Mountain Conservancy
- Pulte Homes
- Norris Design
- AZ Capitol Consulting
- Residents
- Tiffany & Bosco
- Gilbert Blilie
- P&Z Commission Members





Timeline

- May 17, 2023: CAC kick-off meeting
- June 06, 2023: City Council Work Session
- July 27, 2023: Development Partnering Meeting
- September 13, 2023: Second CAC meeting
- October 19, 2023: Development Partnering Meeting
- December 12, 2023: Planning and Zoning Commission Hearing-Approved



Article 1: General Provisions

- Purpose statements address preservation of the natural environment, environmentally sensitive areas, and diverse housing
- Nonconformities text clarifications
- Several sections relocated to other Code articles





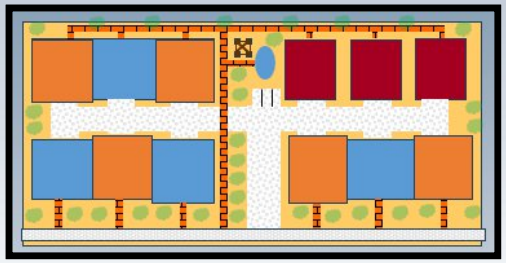
Article 2: Zoning Districts

- Renaming of zoning districts for consistency with other municipalities in the Valley (e.g. SF-6 now R1-6)
- New districts:
  - SFF (Single-Family Flex)
  - IMU (Industrial Mixed Use)
- PAD/CMP now districts instead of overlays
- Development Agreements
- Obsolete district introduction

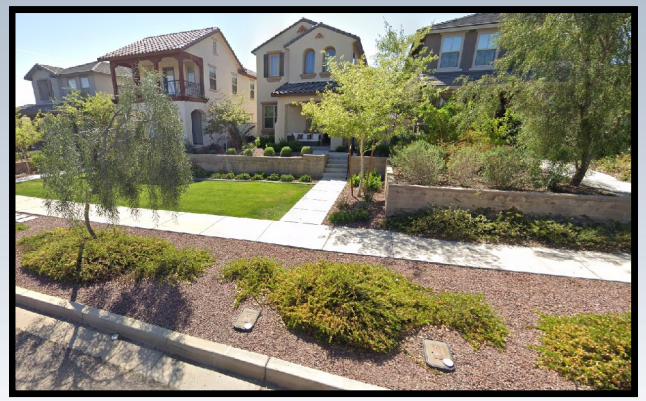
New District: Single-Family Flex (SFF)

TOWNHOUSE/ROW HOUSE WITH MAIN DOORWAY FACING PUBLIC STREET









DETACHED SINGLE-FAMILY RESIDENCES

PARKING AND GARAGES INTERIOR TO SITE





Obsolete Zoning Districts: Conversion Recommendation

TABLE 2.8-1 OBSOLETE DISTRICT CONVERSION SUMMARY		
Current Obsolete District	**Condition**	**Conversion**
Rural Residential (RR)	NA	Agriculture (AG)
Planned Residential (PR)	Approved Plat	Planned Area Development (PAD)
Planned Residential (PR)	No Approved Plat	Single-Family (R1-6)
Mixed Residential	NA	Neighborhood Mixed Use (NMU)
Planned Community	Approved CMP	Community Master Plan (CMP)
Planned Community	No Approved CMP	Rural (R1-43)
Commercial Center	NA	Community Mixed Use (CMU)
General Commerce	NA	Industrial Mixed Use (IMU)
Special Use	Not in Historic Downtown	Agriculture (AG)
Special Use	In Historic Downtown	Downtown Residential (DR)

Article 3: Use Regulations

- Modified zoning district names and uses established for new districts
- “Definitions of Use Categories and Specific Use Types” moved from Article 10
- Removed maximum area on accessory structures
- For ADUs, removed the size of habitable floor area to principal unit and one (1) off-street parking requirement



Article 4: Dimensional Standards

- Modified zoning district names
- Minor corrections and clarifications

4.1.1. Residential Districts

TABLE 4.1-1: DIMENSIONAL STANDARDS – RESIDENTIAL DISTRICTS

[Bracketed numbers refer to notes at the bottom of the table.]

District	R1~~SF~~-43	R1~~SF~~-18	R1~~SF~~-10	R1~~SF~~-6	R1~~SF~~-3	R1~~SF~~-1	SFF	MF-1	MF-2	MH
Density, maximum (du/gross acre)	-	-	-	-	-	-	~~-None~~	15.0	N~~n~~o max; 15.1 min	8.0

Article 5: Development and Design Standards

- Protection of natural features and protection of native plant species within pristine or environmentally sensitive areas
- Cross-references to City's master plans such as Wildlife Corridors and Parks and Recreation Master Plan
- SFF zoning district design standards
  - Ensure project fits within the character of the surrounding developments – may include attached townhouses and/or detached individual buildings/cottages

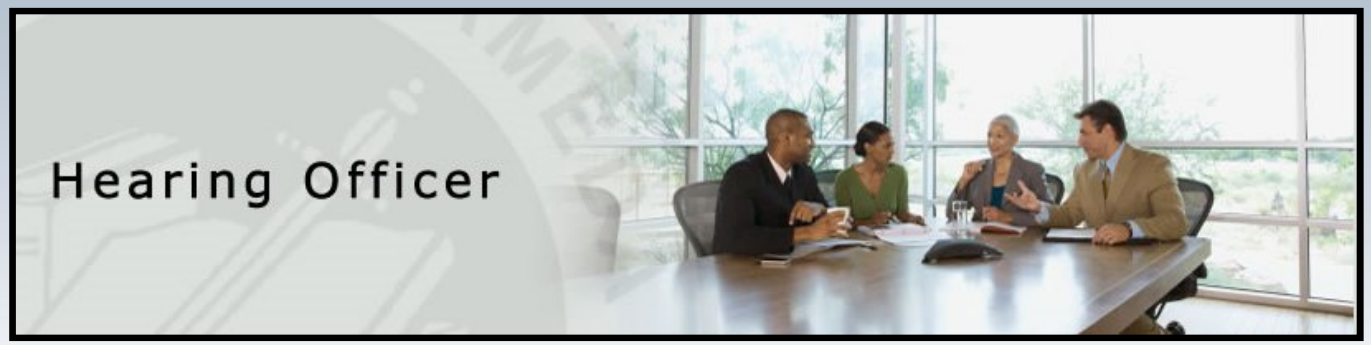
Article 6: Land Subdivision

- Mixed-Use block standards moved from Article 5 to Article 6



Article 7: Review and Decision-Making Bodies

- In lieu of the Board of Adjustment, the City may elect to utilize a hearing officer as described in Article 7 for the disposition of Variances



Article 8: Review and Approval Procedures

- Many standard process steps removed, to be managed as administrative policy decisions
- Extended timeframe to submit entitlement applications from PAC meeting from six (6) months to one (1) year
- Certification process for Adequate School Facilities removed; letter still required
- Pre-Plat Expirations from two (2) to three (3) years with multiple-administrative extensions allowed based on activity

Article 9: Enforcement



- Minor clarifying edits
- Language regarding violations

Article 10: Definitions

- "Definitions of Use Categories and Specific Use Types" relocated to Article 3
- New definitions added

ARTICLE 10: DEFINITIONS

Adjacent
The condition of being near to or close to, but not necessarily sharing a common dividing line (e.g. two properties that are separated only by a street or alley shall be considered as adjacent to one another).

Affordable Housing
Affordable housing is property, whether owned or rented, that costs no more than 28 to 30 percent of gross household income.

Alley
A minor way that is used primarily for vehicular access to the back or side of properties otherwise abutting on a street.

Annexation
Annexation is the incorporation of a land area into an existing district or municipality, with a resulting change in the boundaries of the annexing jurisdiction.

Phase 2 Development Code Update

- Content Highlights: Design Review, Landscaping, Lighting, Signs, Use Regulations, Animals, Subdivisions, and Preliminary Plat/Site Plan Process
- Tentative Timeline:
  - ➢ Community Advisory Meetings – March & August 2024
  - ➢ Planning Commission Workshop – March 2024
  - ➢ City Council Briefings – May 2024
  - ➢ Hearings – July / September 2024

Staff Recommendation

Staff recommends the City Council approve Case PLZM-23-00109, Development Code Amendment, to the Mayor and City Council.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/20/24	**AGENDA ITEM:** 5.C. FIN - Resolution No. 07-24 Issuance of Excise Tax Revenue Bonds to Finance the Construction of the Farallon Water Campus Project
DATE PREPARED: 02/16/24	**DISTRICT NO.:** All
STAFF LIAISON: William Kauppi, Chief Financial Officer, wkauppi@buckeyeaz.gov, (623) 349-6161	
DEPARTMENT: Financial Services	**AGENDA ITEM TYPE:** Public Meeting / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Resolution No. 07-24 approving the form and authorizing the execution and delivery of a Purchase Agreement, a Trust Agreement, a Continuing Disclosure Certificate, an Obligation Purchase Agreement and other necessary agreements, instruments and documents; approving the sale and execution and delivery of Excise Tax Revenue Obligations evidencing a proportionate interest of the Owners thereof in the Purchase Agreement; delegating authority to the Mayor, the City Manager and the Chief Financial Officer of the City to determine certain matters and terms with respect to the foregoing; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this Resolution; and declaring an emergency.

SUMMARY

PROJECT DESCRIPTION:
The 2024A Obligations are being executed and delivered to provide funds to finance the construction of the Farallon Water Campus (FWC). The FWC project includes installation of three miles of raw water transmission lines and the construction of the first phase of a 20-acre water campus. The first phase of the FWC will include site preparation and security for the full 20 acres and the construction of 2.8 million gallons of storage, 8,000 gallons per minute (gpm) of pumping capacity, and the facility's operations center. The Farallon Water Service Area covers nearly 4,900 acres and the project will provide potable water infrastructure to allow for residential, commercial, and industrial development in an area that currently is used mostly for agriculture. The resolution includes an emergency clause for the purpose of ensuring that the City's finance team has the authority to immediately proceed at the time necessary to achieve the most favorable financing for the City.

BENEFITS:
FWC project will provide potable water infrastructure to allow for residential, commercial, and industrial development. The pledged source of repayment for the 2024A Obligations will be a pledge of the City's Excise Taxes and State Shared Revenues, and not from ad valorem property taxes. The City may elect to make payments from other lawful sources, including water and sewer system revenues.

FUTURE ACTION:
Finalize an official statement and the closing documents related to the 2024A Obligations and issue the 2024A Obligations on or near March 21, 2024.

FINANCIAL IMPACT STATEMENT:
$55,000,000

BUDGETED:

Yes

FISCAL YEAR:
2023-2024

FUND/DEPARTMENT:
All

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
AGR - Buckeye ET Oblg Sr 2024A - First Purchase Agreement (Water Campus)(6063434.1).docx
CER - Buckeye ET Oblg Sr 2024A - Continuing Disclosure Cert (Water Campus)(6063443.1).docx
Stifel__Buckeye__Obligation_Purchase_Agreement__Series_2024A_AZ_Pledged_Revenue Obligations DMFIRM_410941782(3).docx
RES - Buckeye ET Oblg Sr 2024A - Approving Resolution (Water Campus)(6063438.2).docx
PRELIM Buckeye C of REV Srs 24 1-29-24.pdf
AGR - Buckeye ET Oblg Sr 2024A - First Trust Agreement (Water Campus)(6063168.1).docx
Excise Tax Revenue Farallon Water Campus Presentation FINAL.pptx

FIRST PURCHASE AGREEMENT

by and between

[_____],
as Seller

and

CITY OF BUCKEYE, ARIZONA,
as Purchaser

Dated as of [March 1, 2024]

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FIRST PURCHASE AGREEMENT

THIS FIRST PURCHASE AGREEMENT, dated as of [March 1, 2024] (this "*Agreement*"), by and between the **CITY OF BUCKEYE, ARIZONA**, a municipal corporation under the laws of the State of Arizona ("*City*"), as purchaser hereunder, and [_____], a national banking association ("*Trustee*"), in its capacity as trustee under the First Trust Agreement, dated as of even date herewith (the "*Trust Agreement*"), by and between Trustee and City, but in its separate capacity as seller hereunder,

W I T N E S S E T H:

WHEREAS, the Mayor and Council of City have determined that it will be beneficial to the citizens of City for City to finance the costs of the Project (as such term and all other undefined terms used herein are defined in the Trust Agreement); and

WHEREAS, pursuant to the Trust Agreement, Trustee has executed and delivered the Obligations to provide for deposits to the Acquisition Fund and the Costs of Issuance Fund; and

WHEREAS, City is a municipal corporation duly incorporated and validly existing under the laws of the State; the Constitution and the laws of the State authorize City to enter into this Agreement and the transactions contemplated by this Agreement; City has duly authorized and executed this Agreement; this Agreement is a lawful, valid and binding obligation of City, enforceable against City in accordance with its terms; all required procedures for execution and performance of this Agreement have been or will be complied with in a timely manner; the Payments will be paid when due out of funds which are legally available for such purposes; neither the execution and delivery of this Agreement or the Trust Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which City is now a party or by which City is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of City; and the Project complies with all applicable environmental laws, rules and regulations (including, without limitation, all federal, state and local laws) and with Title III of the Americans with Disabilities Act and the regulations issued thereunder by the United States Department of Justice concerning accessibility of places of public accommodation and commercial facilities if and to the extent such Act and regulations apply to the Project; and

WHEREAS, Trustee has full legal authority and is duly empowered to enter into this Agreement and has taken all actions necessary to the execution and delivery hereof;

NOW THEREFORE, PURSUANT TO LAW AND FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Term and Payments.

(a) In order to finance the costs of the Project, City hereby sells and conveys any interests it has in the Project to Trustee, without recourse, representation or warranty, for the sum of $10.00 and other valuable consideration had and received. For the amounts payable pursuant hereto (including the Payments), Trustee in turn hereby sells and conveys back to City, without recourse, representation or warranty, and City hereby purchases and accepts, from Trustee, any interests Trustee has in the Project.

(b) Trustee shall have no further obligation to provide funds for the Project, and City shall be entitled to sole and exclusive possession of the Project.

(c) As the purchase price, City shall pay the Payments to Trustee on the dates and in the amounts set forth in the *Schedule* hereto. (The Interest Portion is interest for purposes of the Code.) This Agreement shall be deemed and construed to be a "*net purchase agreement*," and the Payments shall be an absolute net return to Trustee, free and clear of any expenses or charges whatsoever, except as otherwise specifically provided herein.

City shall also pay all amounts necessary for compliance with the Continuing Disclosure Undertaking.

City shall further also pay to Trustee its fees and expenses in accordance with the provisions of the Trust Agreement and to the United States of America any amounts required by Section 11(b)(ii).

City shall receive a credit against amounts so due, equal to any amounts held in the Payment Fund in excess of the amount then required to be in the Payment Fund. If the balance available in the Payment Fund after a Payment is insufficient to make the next required payments of principal and interest due on the Obligations on the next date for payment thereof, City shall pay any such deficiency in sufficient time to prevent default in the payment of principal of or interest on the Obligations falling due on such date.

(d) The obligation of City to pay the amounts described in paragraph (c) hereof (including the Payments) from the sources described herein and to comply with the other provisions hereof shall be absolute and unconditional and shall not be subject to any defense or any right of set-off, abatement, counterclaim, or recoupment arising out of any breach by Trustee of any obligation to City or otherwise, or out of indebtedness or liability at any time owing to City by Trustee. Until such time as all of the payments described in paragraph (c) hereof (including the Payments) shall have been fully paid or provided for, City (i) shall not suspend or discontinue the same, (ii) shall comply with the other provisions hereof, and (iii) shall not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project or the taking by *eminent domain* of title to or temporary use of any or all of the Project, commercial frustration of purpose, abandonment of the Project by City, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either or any failure of Trustee to perform

and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Trust Agreement or this Agreement. Nothing contained in this Section shall be construed to release Trustee from the performance of any of the agreements on its part herein or in the Trust Agreement contained, and, in the event Trustee shall fail to perform any such agreements on its part, City may institute such action against Trustee as City may deem necessary to compel performance so long as such action does not abrogate the obligations of City contained in the first sentence of this paragraph.

(e) Any of the payments described in paragraph (c) hereof (including the Payments) due on a day which is not a Business Day may be made on the next Business Day and will be deemed to have been made on the date due.

(f) Amounts payable to Trustee shall be paid by the means specified by Trustee in writing to City.

Section 2. Pledge; Limited Obligations.

(a) Revenues from Excise Taxes and State Shared Revenues are hereby pledged by City to the payment of all amounts described in Section 1(c) hereof (including the Payments), and such amounts shall be secured by a paramount and first lien on and pledge of revenues from Excise Taxes and State Shared Revenues, on parity with the pledge and lien hereby granted by City for the payment and security of the 2015 Refunding Agreement, the 2015 Agreement, the 2016 Agreement and any additional Parity Obligations hereafter incurred. City shall make said payments from revenues from Excise Taxes and State Shared Revenues (first making the Payments and thereafter making the other required payments). All of such payments are coequal as to the pledge of and lien on revenues from Excise Taxes and State Shared Revenues pledged for the payment thereof and share ratably, without preference, priority or distinction, as to the source or method of payment from revenues from Excise Taxes and State Shared Revenues or security therefor.

(b) City shall remit to Trustee from revenues from Excise Taxes and State Shared Revenues all amounts due under this Agreement in the amounts and at the times and for the purposes as required herein. The obligation of City to make payments of any amounts due under this Agreement, including amounts due after default or termination hereof, is limited to payment from revenues from Excise Taxes and State Shared Revenues and shall under no circumstances constitute a general obligation or a pledge of the full faith and credit of City, the State or any of its political subdivisions, or require the levy of, or be payable from the proceeds of, any *ad valorem* property taxes.

(c) City may, at the sole option of City, make payments due pursuant to Section 1 hereof from its other funds as permitted by law and as City shall determine from time to time, but Trustee acknowledges that it has no claim hereunder to such other funds. No part of the purchase price payable pursuant to this Agreement shall be payable out of any *ad valorem* property taxes imposed by City or from bonds or other obligations, the payment of which City's general taxing authority is pledged, unless (i) the same shall have been duly budgeted by City according to law, (ii) such payment or payments shall be within the budget limitations of the statutes of the

State, and (iii) any such bonded indebtedness or other obligation is within the debt limitations of the Constitution of the State.

Section 3. Surplus and Deficiency of Revenues From Excise Taxes and State Shared Revenues. Revenues from Excise Taxes and State Shared Revenues in excess of amounts, if any, required to be deposited with or held by Trustee for payments due under this Agreement shall constitute surplus revenues and may be used by City for any lawful purpose for the benefit of City, including the payment of obligations to which revenues from Excise Taxes and State Shared Revenues may from time to time be pledged on a basis subordinate hereto. If at any time the moneys in the funds held for payment of amounts due under this Agreement are not sufficient to make the deposits and transfers required, any such deficiency shall be made up from the first moneys thereafter received and available for such transfers under the terms of this Agreement and, with respect to payment from revenues from Excise Taxes and State Shared Revenues, *pro rata*, as applicable, with amounts due with respect to the 2015 Refunding Agreement, the 2015 Agreement, the 2016 Agreement, this Agreement and any additional Parity Obligations hereafter incurred, and the transfer of any such sum or sums to said fund as may be necessary to make up any such deficiency shall be in addition to the then-current transfers required to be made pursuant hereto.

Section 4. Additional Parity Obligations. Additional Parity Obligations may be incurred but only if revenues from Excise Taxes and State Shared Revenues, when combined mathematically for such purpose only, in the most recently completed Fiscal Year, shall have amounted to at least two (2) times the Maximum Annual Debt Service.

Section 5. City Control over Revenue Collection.

(a) To the extent permitted by applicable law, Excise Taxes shall be retained and maintained so that revenues from Excise Taxes and State Shared Revenues, when combined mathematically for such purpose only, all within and for the most recently completed Fiscal Year, shall have been equal to at least two (2) times the Annual Debt Service for the current Fiscal Year. If revenues from Excise Taxes and State Shared Revenues for any such Fiscal Year shall not have been equal to at least two (2) times the Annual Debt Service for the current Fiscal Year or if at any time it appears that revenues from Excise Taxes and State Shared Revenues will not be sufficient to meet such requirements, City shall, to the extent permitted by applicable law, impose new exactions of the type of the excise taxes which will be part of the Excise Taxes or increase the rates for the excise taxes currently imposed fully sufficient at all times, after making allowance for contingencies and errors, in each Fiscal Year in order that (i) revenues from Excise Taxes and State Shared Revenues will be sufficient to meet all current requirements hereunder, and (ii) revenues from Excise Taxes and State Shared Revenues will be reasonably calculated to attain the level as required by the first sentence of this paragraph.

(b) The amount of State Shared Revenues is determined by provisions of the Arizona Revised Statutes and City has not covenanted to, and has no power to, set or maintain rates or otherwise impose taxes to increase, replace or supplement State Shared Revenues to provide for the payment of the amounts due hereunder or under any other Parity Obligations.

(c) The special fund previously established by City and designated as the City of Buckeye Excise Tax Fund is hereby expanded to provide for the purposes of this Agreement and, after paying therefrom amounts for the purposes described in the Parity Obligations and herein, such Fund may be reduced to zero, including by transferring any such balance to the General Fund of City.

Section 6. Certain Matters with Respect to Project.

(a) Except with respect to its power and authority to enter into this Agreement and to perform its covenants hereunder, Trustee has made and makes no representation or warranty, express or implied, and assumes no obligation with respect to the Project. Except with respect to any acts by Trustee which are not undertaken at the request of City or with the prior approval of City, City waives all claims against Trustee growing out of financing the costs of the Project. Trustee is entering into this Agreement solely as Trustee, shall not be personally liable hereunder and shall be afforded the same rights, protections, immunities and indemnities acting hereunder as afforded to it as Trustee under the Trust Agreement. Notwithstanding anything to the contrary herein, at no time shall Trustee be listed in the chain of title to the Project.

(b) Trustee hereby irrevocably appoints City as its sole and exclusive agent to act for and on behalf of Trustee in financing the costs of the Project. As such agent, City shall have full authority to do all things necessary to accomplish such purposes. Trustee shall not be liable, responsible or accountable for the acts of City as its agent hereunder, and City hereby assumes all responsibility for the performance of such duties.

(c) City, by keeping and performing the covenants and agreements herein contained, shall at all times during the term of this Agreement, peaceably and quietly, have, hold and enjoy the Project, without suit, trouble or hindrance from Trustee. City hereby grants and conveys to Trustee, and all persons claiming by, through or under Trustee, including its successors and assigns under the Trust Agreement and the Owners for whom it acts, a nonexclusive easement upon, in and to the Project for the purpose of permitting the Project to be maintained upon the premises.

(d) Notwithstanding any other terms or provisions of this Agreement, the interest of Trustee in the Project is solely in its capacity as Trustee for the purpose of facilitating the financing of the Project, and Trustee shall not have the power, authority or obligation to assume any responsibility for the Project.

Section 7. Providing for Payment. City may provide for the payment of any of the Payments in any one or more of the following ways:

(a) by paying such Payment as provided herein as and when the same becomes due and payable at its scheduled due date pursuant to Section 1 hereof or on a date on which it can be prepaid;

(b) by depositing with a Depository Trustee, in trust for such purposes, money which, together with the amounts then on deposit with Trustee and available for such

Payment is fully sufficient to make, or cause to be made, such Payment at its scheduled due date or on a date on which it can be prepaid; or

(c) by depositing with a Depository Trustee, in trust for such purpose, any Defeasance Obligations which are noncallable, in such amount as shall be certified to Trustee and City, by a national firm of certified public accountants acceptable to City, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit with Trustee and available for such Payment, to make, or cause to be made, such Payment at its scheduled due date or on a date on which it can be prepaid.

Upon any partial payment of a Payment resulting in a redemption of Obligations, each installment of interest which shall thereafter be payable as a part of the subsequent Payments shall be reduced, taking into account the interest rate or rates on the Obligations remaining outstanding after the partial redemption of Obligations from the proceeds of such Payment so that the interest remaining payable as a part of the subsequent Payments shall be sufficient to pay the interest on such outstanding Obligations when due.

Section 8. **Term of Agreement**. This Agreement shall not terminate so long as any payments are due and owing pursuant to the Obligations. Subject to Section 7 hereof, upon full payment or provision for payment and in consideration of the timely payment of all of the amounts described in Section 1(c) hereof (including the Payments) and provided that City has performed all the covenants and agreements required by City to be performed, this Agreement shall cease and expire. The obligations of City under this Agreement, including, without limitation, its obligation to pay the Payments, shall survive any action brought as provided in the next Section hereof, and City shall continue to pay the Payments and perform all other obligations provided in this Agreement; provided, however, that City shall be credited with any amount received by Trustee pursuant to actions brought under the next Section hereof.

Section 9. **Default; Remedies Upon Default**.

(a) (i) Upon (A) the nonpayment of the whole or any part of any of the amounts described in Section 1(c) hereof (including the Payments) at the time when the same are to be paid as provided herein or in the Trust Agreement, (B) the violation by City of any other covenant or provision of this Agreement or the Trust Agreement, (C) the occurrence of an event of default with respect to the 2015 Refunding Agreement, the 2015 Agreement, the 2016 Agreement or any additional Parity Obligations hereafter incurred, or (D) the insolvency or bankruptcy of City as the same may be defined under any law of the United States of America or the State, or any voluntary or involuntary action of City or others to take advantage of, or to impose, as the case may be, any law for the relief of debtors or creditors, including a petition for reorganization, and

(ii) if such default has not been cured (A) in the case of nonpayment of any of the amounts described in Section 1(c) hereof (including the Payments) as required hereunder or under the Trust Agreement on the due date or the nonpayment of principal of or interest on the 2015 Refunding Agreement, the 2015 Agreement, the 2016 Agreement or any additional Parity Obligations hereafter incurred on

their due dates, (B) in the case of the breach of any other covenant or provision of the Trust Agreement or this Agreement not cured within sixty (60) days after notice in writing from Trustee specifying such default, and (C) in the case of any other default under the 2015 Refunding Agreement, the 2015 Agreement, the 2016 Agreement or any additional Parity Obligations hereafter incurred after any notice and passage of time provided for under the proceedings under which such obligations were issued then,

(iii) subject to the limitations of the Trust Agreement, Trustee may take whatever action at law or in equity, including the remedy of specific performance, may appear necessary or desirable to collect the Payments and any other amounts payable by City under the Trust Agreement or this Agreement then due (but not the Payments and such other amounts accruing), or to enforce performance and observance of any pledge, obligation, agreement or covenant of City under the Trust Agreement or this Agreement, and with respect to revenues from Excise Taxes and State Shared Revenues, without notice and without giving any bond or surety to City or anyone claiming under City, have a receiver appointed of revenues from Excise Taxes and State Shared Revenues which are pledged to the payment of amounts due hereunder, with such powers as the court making such appointment shall confer (and City does hereby irrevocably consent to such appointment); provided, however, that under no circumstances may the Payments be accelerated.

Each right, power and remedy of Trustee provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for herein, or, unless prohibited by the terms hereof, now or hereafter existing at law or in equity or by statute or otherwise, in any jurisdiction where such rights, powers and remedies are sought to be enforced, and the exercise or beginning of the exercise by Trustee of any one or more of the rights, powers or remedies provided for herein or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by either party of any or all of such other rights, powers or remedies. The failure to insist upon strict performance of any of the covenants or agreements herein set forth shall not be considered or taken as a waiver or relinquishment for the future of the rights of Trustee to insist upon a strict compliance by City with all the covenants and conditions hereof. City shall, upon not less than 10 days' prior request by Trustee, execute, acknowledge and deliver to Trustee a statement in writing certifying that this Agreement is unmodified and in full force and effect (or, if this Agreement has been modified, that it is in full force and effect except as modified, and stating the modification), and the dates to which the amounts payable hereunder have been paid in advance, if any.

(b) Trustee shall in no event be in default in the performance of any of its obligations hereunder unless and until Trustee shall have failed to perform such obligation within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by City properly specifying wherein Trustee has failed to perform any such obligation. No default by Trustee shall relieve City of its obligations to make the various payments herein required, so long as any of the Obligations remain outstanding; however, City may exercise any other remedy available at law or in equity to require Trustee to remedy such default so long as such remedy does not interfere with or endanger the payments required to be made to Trustee under the Trust Agreement.

Section 10. Assignment.

(a) Except as otherwise provided herein, City shall not assign, transfer, pledge or hypothecate or otherwise dispose of this Agreement or any interest therein, and any assignment in contravention hereof shall be void.

(b) Subject to the terms of the Trust Agreement, all and every part of the right, title and interest in and to this Agreement and all payments of any kind due or which become due to Trustee hereunder are sold, pledged, assigned and transferred pursuant to the Trust Agreement.

Section 11. Federal Law Provisions.

(a) (i) As described in further detail in the Tax Certificate, no direction for the making of any investment or other use of the proceeds of any of the Obligations or of the Project shall be made, permitted to be made or omitted from being made which would cause the Obligations to be "arbitrage bonds" as that term is defined in Section 148 (or any successor provision thereto) of the Code or "private activity bonds" as that term is defined in Section 141 (or any successor provision thereto) of the Code, and the requirements of such sections and related regulations of the Code shall be complied with throughout the term of the Obligations. Particularly, City shall be the owner of the Project for federal income tax purposes. City shall not enter into any management or service contract with any entity other than a governmental entity for the operation of any portion of the Project unless the management or service contract complies with the requirements of such authority as may control at the time, or any lease or other arrangement with any entity other than a governmental entity that gives such entity special legal entitlements with respect to any portion of the Project. Also, the payment of principal and interest with respect to the Obligations shall not be guaranteed (in whole or in part) by the United States or any agency or instrumentality of the United States. The proceeds of the Obligations, or amounts treated as proceeds of the Obligations, shall not be invested (directly or indirectly) in federally insured deposits or accounts, except to the extent such proceeds may be so invested for an initial temporary period until needed for the purpose for which the Obligations are being executed and delivered, may be so used in making investments in a *bona fide* debt service fund or may be invested in obligations issued by the United States Treasury. City shall comply with the procedures and covenants contained in any arbitrage rebate provision or separate agreement executed in connection with the execution and delivery of the Obligations (initially those in subsection (b) and the Tax Certificate) for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of the Interest Portion. In consideration of the purchase and acceptance of the Obligations by the owners from time to time thereof and of retaining such exclusion and as authorized by Title 35, Chapter 3, Article 7, Arizona Revised Statutes, as amended, City shall, and the appropriate officials of City are hereby directed, to take all action required to retain such exclusion or to refrain from taking any action prohibited by the Code which would adversely affect in any respect such exclusion.

(ii) (A) City shall take all necessary and desirable steps, as determined by the Mayor and Council of City, to comply with the requirements hereunder in order to ensure that the Interest Portion is excluded from gross income for federal income tax purposes

under the Code; provided, however, compliance with any such requirement shall not be required in the event City receives a Special Counsel's Opinion that either compliance with such requirement is not required to maintain the exclusion from gross income of the Interest Portion or compliance with some other requirement will meet the requirements of the Code relating to such exclusion. In the event City receives such a Special Counsel's Opinion, the parties agree to amend this Agreement to conform to the requirements set forth in such opinion.

(B) If for any reason any requirement hereunder is not complied with, City shall take all necessary and desirable steps, as determined by City, to correct such noncompliance within a reasonable period of time after such noncompliance is discovered or should have been discovered with the exercise of reasonable diligence and City shall pay any required interest or penalty under hereinafter described Regulations Section 1.148-3(h) with respect to the Code.

(iii) Written procedures have been established for City to ensure that all nonqualified obligations are remediated according to the requirements under the Code and related Regulations and to monitor the requirements of Section 148 of the Code relating to arbitrage, with which City will comply.

(b) (i) Undefined terms used in this Subsection shall have the meanings given to them in the Code and the Regulations.

(ii) Unless an exception is available to the satisfaction of a City Representative, within 60 days after the end of each Bond Year, City shall cause the Rebate Requirement to be calculated and shall pay to the United States of America:

(A) not later than 60 days after the end of the fifth Bond Year and every fifth Bond Year thereafter, an amount which, when added to the future value of all previous Rebate Payments with respect to the Obligations (determined as of such Computation Date), is equal to at least 90% of the sum of the Rebate Requirement (determined as of the last day of such Bond Year) plus the future value of all previous Rebate Payments with respect to the Obligations (determined as of the last day of such Bond Year); and

(B) not later than 60 days after the retirement of the last Obligation, an amount equal to 100% of the Rebate Requirement (determined as of the date of retirement of the last Obligation).

Each Rebate Payment required to be made under this Subsection shall be filed on or before the date such payment is due, with the Internal Revenue Service at the appropriate location and with required forms and other materials, currently by addressing it to IRS Service Center, Ogden, Utah 84201, and accompanying it with IRS Form 8038-T.

(iii) No Nonpurpose Investment shall be acquired for an amount in excess of its fair market value. No Nonpurpose Investment shall be sold or otherwise disposed of for an amount less than its fair market value.

(iv) For purposes of paragraph (iii), whether a Nonpurpose Investment has been purchased or sold or disposed of for its fair market value shall be determined as follows:

(A) The fair market value of a Nonpurpose Investment generally shall be the price at which a willing purchaser would purchase the Nonpurpose Investment from a willing seller in a bona fide arm's length transaction. Fair market value shall be determined on the date on which a contract to purchase or sell the Nonpurpose Investment becomes binding.

(B) Except as provided in Subsections (v) or (vi), a Nonpurpose Investment that is not of a type traded on an established securities market, within the meaning of Code Section 1273, is rebuttably presumed to be acquired or disposed of for a price that is not equal to its fair market value.

(C) If a United States Treasury obligation is acquired directly from or sold or disposed of directly to the United States Treasury, such acquisition or sale or disposition shall be treated as establishing the fair market value of the obligation.

(v) The purchase price of a certificate of deposit that has a fixed interest rate, a fixed payment schedule and a substantial penalty for early withdrawal is considered to be its fair market value if the yield on the certificate of deposit is not less than:

(A) the yield on reasonably comparable direct obligations of the United States; and

(B) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(vi) A guaranteed investment contract shall be considered acquired and disposed of for an amount equal to its fair market value if:

(A) A bona fide solicitation in writing for a specified guaranteed investment contract, including all material terms, is timely forwarded to all potential providers. The solicitation must include a statement that the submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with City or any other person (whether or not in connection with the Obligations), and that the bid is not being submitted solely as a courtesy to City or any other person for purposes of satisfying the requirements in the Regulations that City receive bids from at least one reasonably competitive provider and at least three providers that do not have a material financial interest in the Obligations.

(B) All potential providers have an equal opportunity to bid, with no potential provider having the opportunity to review other bids before providing a bid.

(C) At least three reasonably competitive providers (i.e., having an established industry reputation as a competitive provider of the type of investments being purchased) are solicited for bids. At least three bids must be received from providers that have no material financial interest in the Obligations (e.g., a lead underwriter within 15 days of the issue date of the Obligations or a financial advisor with respect to the investment) and at least one of such three bids must be from a reasonably competitive provider. If City uses an agent to conduct the bidding, the agent may not bid.

(D) The highest-yielding guaranteed investment contract for which a qualifying bid is made (determined net of broker's fees) is purchased.

(E) The determination of the terms of the guaranteed investment contract takes into account as a significant factor the reasonably expected deposit and drawdown schedule for the amounts to be invested.

(F) The terms for the guaranteed investment contract are commercially reasonable (i.e. have a legitimate business purpose other than to increase the purchase price or reduce the yield of the guaranteed investment contract).

(G) The provider of the investment contract certifies the administrative costs (as defined in Regulations Section 1.148-5(e)) that it pays (or expects to pay) to third parties in connection with the guaranteed investment contract.

(H) City retains until three years after the last outstanding Obligation is retired, (1) a copy of the guaranteed investment contract, (2) a receipt or other record of the amount actually paid for the guaranteed investment contract, including any administrative costs paid by City and a copy of the provider's certification described in (G) above, (3) the name of the person and entity submitting each bid, the time and date of the bid, and the bid results and (4) the bid solicitation form and, if the terms of the guaranteed investment contract deviate from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose of the deviation.

(vii) Such experts and consultants shall be employed by City to make, as necessary, any calculations in respect of rebates to be made to the United States of America in accordance with Section 148(f) of the Code with respect to the Obligations.

(c) City shall comply with and carry out all of the provisions of the Continuing Disclosure Undertaking, provided that such costs of compliance shall be payable solely from revenues from Excise Taxes and State Shared Revenues. Notwithstanding any other provision of this Agreement, failure of City to comply with the Continuing Disclosure Undertaking shall not be considered an event of default; however, Trustee may (and, at the request of the original purchaser of the Obligations or the owners of at least 25% aggregate principal amount in outstanding Obligations and receipt of indemnity to its satisfaction, shall) take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause City to comply with its obligations under the Continuing Disclosure Undertaking.

(d) Trustee has no duty or obligations under this Section 11 and has no duty to monitor compliance by City with this Section 11.

Section 12. Covenant as to Conflict of Interest; Other Statutory Restrictions.

(a) To the extent applicable by provision of law, Trustee acknowledges that this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, as amended, the provisions of which are incorporated herein and which provides that City may within three (3) years after its execution cancel any contract (including this Agreement) without penalty or further obligation made by City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of City is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice is received by all other parties to the contract unless the notice specifies a later time. Trustee covenants not to employ as an employee, an agent or, with respect to the subject matter of this Agreement, a consultant, any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of City within three years from the execution of this Agreement, unless a waiver of Section 38-511, Arizona Revised Statutes, as amended, is provided by City. No basis exists for City to cancel this Agreement pursuant to Section 38-511, Arizona Revised Statutes, as amended, as of the date hereof.

(b) To the extent applicable under Section 41-4401, Arizona Revised Statutes, as amended, Trustee shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the "e-verify" requirements under Section 23-214(A), Arizona Revised Statutes, as amended. The breach by Trustee of the foregoing shall be deemed a material breach of this Agreement and may result in the termination of the services of Trustee by City. City retains the legal right to randomly inspect the papers and records of Trustee to ensure that Trustee is complying with the above-mentioned warranty. Trustee shall keep such papers and records open for random inspection during normal business hours by City. Trustee shall cooperate with the random inspections by City including granting City entry rights onto its property to perform such random inspections and waiving its rights to keep such papers and records confidential.

(c) To the extent applicable under Section 35-393 et seq., Arizona Revised Statutes, as amended, Trustee hereby certifies it is not currently engaged in, and for the duration of this Agreement shall not engage in, a boycott of Israel. The term "boycott" has the meaning set forth in Section 35-393, Arizona Revised Statutes, as amended. If City determines that Trustee's certification above is false or that it has breached such agreement, City may remove Trustee hereunder as provided by law.

(d) To the extent applicable under Section 35-394, Arizona Revised Statutes, as amended, Trustee hereby certifies it does not currently, and for the duration of this Agreement shall not use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China, (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic

of China, and (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. The foregoing certification is made to the best knowledge of Trustee without any current independent investigation or without any future independent investigation for the duration of this Agreement. If Trustee becomes aware during the duration of this Agreement that it is not in compliance with such certification, Trustee shall take such actions as provided by law, including providing the required notice to City. If City determines that Trustee is not in compliance with the foregoing certification and has not taken remedial action, City shall terminate Trustee's role as Trustee hereunder pursuant to Article VII of the Trust Agreement.

Section 13. Miscellaneous.

(a) No covenant or obligation herein to be performed by City may be waived except by the written consent of Trustee, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Trustee from invoking such remedy at any later time prior to the cure by City of the condition giving rise to such remedy.

(b) This Agreement shall be construed and governed in accordance with the laws of the State in effect from time to time.

(c) The recitals set forth at the beginning of this Agreement are incorporated in this Agreement by this reference. This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, supplemented, altered or changed in any respect except by a written document signed by both Trustee and City, subject to the restrictions with regard thereto provided by the Trust Agreement.

(d) Any term or provision of this Agreement found to be prohibited by law or unenforceable or which would cause this Agreement to be invalid, prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, causing the remainder of this Agreement to be invalid, prohibited by law or unenforceable.

(e) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(f) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, assigns and personal representatives, as the case may be. Any person or entity acquiring any interest in or to the right, title or interest of Trustee herein shall be and have the rights of a third-party beneficiary hereunder.

(g) This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Trustee:

[_____], as seller

By_____
Authorized Representative

City:

CITY OF BUCKEYE, ARIZONA, a municipal corporation under the laws of the State of Arizona, as purchaser

By_____
Mayor

ATTEST:

_____
City Clerk

SCHEDULE

Payment Date	Principal	Interest	Total Payment
TOTAL			

$55,000,000*
CITY OF BUCKEYE, ARIZONA
EXCISE TAX REVENUE OBLIGATIONS, SERIES 2024A
(CUSIP Base No. 118087)

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this "*Disclosure Certificate*") is undertaken by the City of Buckeye, Arizona (the "*City*") in connection with the execution and delivery of $55,000,000* aggregate principal amount of Excise Tax Revenue Obligations, Series 2024A (the "*Obligations*"). The Obligations are being executed and delivered pursuant to a First Trust Agreement, dated as of March 1, 2024* (the "*Trust Agreement*"), by and between the City and U.S. Bank Trust Company, National Association, as trustee (the "*Trustee*"). In consideration of the initial execution and delivery of the Obligations, the City covenants and agrees as follows:

Section 1. **Purpose of the Disclosure Certificate**. This Disclosure Certificate is being executed and delivered by the City for the benefit of the Beneficial Owners (as defined herein) and in order to assist the Participating Underwriter (as defined herein) in complying with the Rule (as defined herein).

Section 2. **Definitions**. Any capitalized term used herein shall have the following meanings, unless otherwise defined herein:

"*Annual Report*" shall mean the annual report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Audited Financial Statements*" shall mean the City's annual financial statements, which are currently prepared in accordance with generally accepted accounting principles (GAAP) for governmental units as prescribed by the Governmental Accounting Standards Board (GASB) and which the City intends to continue to prepare in substantially the same form.

"*Beneficial Owner*" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Obligations (including persons holding Obligations through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Obligations for federal income tax purposes.

"*Dissemination Agent*" shall mean the City, or any person designated in writing by the City as the Dissemination Agent.

"*EMMA*" shall mean the Electronic Municipal Market Access system of MSRB, or any successor thereto approved by the Securities and Exchange Commission, as a repository for municipal continuing disclosure information pursuant to the Rule.

"*Financial Obligation*" shall mean (a) a debt obligation; (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of (a) or (b), except that "*Financial Obligation*" does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"*Listed Events*" shall mean any of the events listed in Section 5 of this Disclosure Obligation.

"*MSRB*" shall mean the Municipal Securities Rulemaking Board, or any successor thereto.

"*Official Statement*" shall mean the final official statement dated [_____], 2024, relating to the Obligations.

"*Participating Underwriter*" shall mean any of the original underwriters of the Obligations required to comply with the Rule in connection with the offering of the Obligations.

"*Purchase Agreement*" means the First Purchase Agreement, dated as of March 1, 2024*, by and between the City and the Trustee.

"*Rule*" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"*Special Counsel*" shall mean Gust Rosenfeld P.L.C. or such other nationally recognized securities law counsel as may be selected by the City.

Section 3. **Provision of Annual Reports**.

(a) Commencing February 1, 2025*, and by no later than February 1 of each year thereafter (the "*Filing Date*"), the City shall, either directly or by directing the Dissemination Agent to do so, provide an Annual Report to MSRB. The Annual Report shall be provided electronically and in a format prescribed by MSRB. The Annual Report shall be consistent with the requirements of Section 4 of this Disclosure Certificate and shall include information from the fiscal year ending on the preceding June 30. All documents provided to MSRB shall be accompanied by identifying information prescribed by MSRB. Currently, filings are required to be made with EMMA. Not later than fifteen (15) business days prior to such Filing Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City).

(b) If the City is unable or for any reason fails to provide electronically to EMMA an Annual Report or any part thereof by the Filing Date required in subsection (a) above, the City shall, in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit A* not later than the Filing Date.

(c) If the City's Audited Financial Statements are not submitted with the Annual Report and the City fails to provide to EMMA a copy of its Audited Financial Statements within thirty

(30) days of receipt thereof by the City, then the City shall, in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit B*.

(d) The Dissemination Agent shall:

(i) Determine the proper electronic filing address of EMMA each year prior to the date(s) for providing the Annual Report and Audited Financial Statements; and

(ii) If the Dissemination Agent is other than the City, file a report or reports with the City certifying that the Annual Report and Audited Financial Statements, if applicable, have been provided pursuant to this Disclosure Certificate, stating the date such information was provided and listing where it was provided.

Section 4. **Content of Annual Reports**.

(a) The Annual Report may be submitted as a single document or as separate documents comprising an electronic package, and may incorporate by reference other information as provided in this Section, including the Audited Financial Statements of the City; provided, however, that if the Audited Financial Statements of the City are not available at the time of the filing of the Annual Report, the City shall file unaudited financial statements of the City with the Annual Report and, when the Audited Financial Statements of the City are available, the same shall be submitted to EMMA within thirty (30) days of receipt thereof by the City.

(b) The City's Annual Report shall contain or incorporate by reference the following:

(i) Type of Financial and Operating Data to be Provided:

(A) Subject to the provisions of Sections 3 and 4(a) hereof, Audited Financial Statements for the City.

(B) Annually updated financial information and operating data of the type contained in the Official Statement in TABLE 4 – Historical and Budgeted Excise Taxes and State Shared Revenues Collections (actual results for most recently completed fiscal year only).

(C) In the event of an amendment pursuant to Section 8 of this Disclosure Certificate not previously described in an Annual Report, an explanation, in narrative form, of the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided and, if the amendment is made to the accounting principles to be followed, a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles, including a qualitative discussion of the differences, and the impact on the presentation and, to the extent feasible, a quantitative comparison.

(ii) Accounting Principles Pursuant to Which Audited Financial Statements Shall Be Prepared: The Audited Financial Statements shall be prepared in accordance with generally accepted accounting principles and state law requirements as are in effect from time to time.

Notice of amendment to the accounting principles shall be sent within thirty (30) days to EMMA.

(c) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the City or related public entities, which have been submitted to EMMA or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from EMMA. The City shall clearly identify each such other document so incorporated by reference.

Section 5. **Reporting of Listed Events**.

(a) This Section shall govern the giving of notices by the City, either directly or by directing the Dissemination Agent to do so, of the occurrence of any of the following events with respect to the Obligations. The City shall in a timely manner, not in excess of ten (10) business days after the occurrence of the event, provide notice of the following events with EMMA:

(i) Principal and interest payment delinquencies;
(ii) Non-payment related defaults, if material;
(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
(v) Substitution of credit or liquidity providers, or their failure to perform;
(vi) Adverse tax opinions, the issuance by the Internal Revenue Service (the "*IRS*") of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Obligations, or other material events affecting the tax status of the Obligations;
(vii) Modifications to rights of Beneficial Owners, if material;
(viii) Obligation calls, if material, and tender offers;
(ix) Defeasances;
(x) Release, substitution, or sale of property securing repayment of the Obligations, if material;
(xi) Rating changes;
(xii) Bankruptcy, insolvency, receivership or similar event of the City;
(xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
(xv) The incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect Beneficial Owner, if material; and

(xvi) A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) "*Materiality*" will be determined in accordance with the applicable federal securities laws.

Note to Section 5(a)(xii): For the purposes of the event identified in subsection (a)(xii) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. **Termination of Reporting Obligation**. The City's obligations under this Disclosure Certificate shall terminate (a) if the City shall no longer have liability for any obligation on or relating to repayment of the Obligations under the Trust Agreement, or (b) upon the termination of the continuing disclosure requirements of the Rule by legislative, judicial or administrative action. If termination pursuant to (a) occurs prior to the final payment date of the Obligations, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(a).

Section 7. **Dissemination Agent**. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 8. **Amendment**. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate if:

(a) The amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature or status of the City, or the type of business conducted;

(b) This Disclosure Certificate, as amended, would, in the opinion of Special Counsel, have complied with the requirements of the Rule at the time of the primary offering of the Obligations, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of Beneficial Owner, as determined by Special Counsel.

Section 9. **Filing with EMMA**. The City shall, or shall cause the Dissemination Agent to, electronically file all items required to be filed with EMMA.

Section 10. **Additional Information**. The City may, at the City's election, include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate. If the City chooses to include such information, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. **Default**. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, any Beneficial Owner may seek specific performance by court order to cause the City to comply with its obligations under this Disclosure Certificate. The sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance and such failure shall not constitute a default under the Obligations or the resolution authorizing the Obligations.

Section 12. **Compliance by City**. The City hereby covenants to comply with the terms of this Disclosure Certificate. The City expressly acknowledges and agrees that compliance with the undertaking contained in this Disclosure Certificate is its sole responsibility and the responsibility of the Dissemination Agent, if any, and that such compliance, or monitoring thereof, is not the responsibility of, and no duty is present with respect thereto for, the Participating Underwriter or Special Counsel.

Section 13. **Beneficiaries**. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Beneficial Owner, and shall create no rights in any other person or entity.

Section 14. **Governing Law and Interpretation of Terms**. This Disclosure Certificate shall be governed by the law of the State of Arizona and any action to enforce this Disclosure Certificate must be brought in an Arizona state court. The terms and provisions of this Disclosure Certificate shall be interpreted in a manner consistent with the interpretation of such terms and provisions under the Rule and the federal securities law.

[Signature on following page]

Dated [Closing Date].

CITY OF BUCKEYE, ARIZONA

By _____
Mayor

[Signature page to Continuing Disclosure Certificate]

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Buckeye, Arizona
Name of Issue: $55,000,000* Excise Tax Revenue Obligations, Series 2024A
Dated Date of Obligations: [Closing Date] Base CUSIP: 118087

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the above-named Obligations as required by Section 3(a) of the Continuing Disclosure Certificate dated [Closing Date]. The City anticipates that the Annual Report for fiscal year ended June 30, _____ will be filed by _____.

Dated: _____

City of Buckeye, Arizona
By_____
Its _____

EXHIBIT B

NOTICE OF FAILURE TO FILE AUDITED FINANCIAL STATEMENTS

Name of Issuer: City of Buckeye, Arizona
Name of Issue: $55,000,000* Excise Tax Revenue Obligations, Series 2024A
Dated Date of Obligations: [Closing Date] Base CUSIP: 118087

NOTICE IS HEREBY GIVEN that the City failed to provide its Audited Financial Statements with its Annual Report or, if not then available, within 30 days of receipt as required by Section 4(a) of the Continuing Disclosure Certificate dated [Closing Date], with respect to the above-named Obligations. The City anticipates that the Audited Financial Statements for the fiscal year ended June 30, ____ will be filed by _____.

Dated: _____

City of Buckeye, Arizona
By_____
Its _____

$_____
CITY OF BUCKEYE, ARIZONA
EXCISE TAX REVENUE OBLIGATIONS, SERIES 2024A

OBLIGATION PURCHASE AGREEMENT

March __, 2024

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

Ladies and Gentlemen:

The undersigned Stifel, Nicolaus & Company, Incorporated (the "Underwriter") hereby offers to enter into this Obligation Purchase Agreement (this "Obligation Purchase Agreement") with the City of Buckeye, Arizona (the "Issuer"), a municipal corporation duly organized and validly existing under and pursuant to the laws of the State of Arizona (the "State" or "Arizona"), whereby the Underwriter will purchase and the Issuer will sell the Obligations (as defined herein). The Underwriter is making this offer subject to the acceptance by the Issuer at or before 11:59 P.M., Arizona Time, on the date hereof. If the Issuer accepts this Obligation Purchase Agreement, this Obligation Purchase Agreement shall be in full force and effect in accordance with its terms and shall bind both the Issuer and the Underwriter. The Underwriter may withdraw this Obligation Purchase Agreement upon written notice delivered by the Underwriter to the Issuer at any time before the Issuer accepts this Obligation Purchase Agreement.

1. PURCHASE AND SALE.

(a) Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to cause _____, as trustee (the "Trustee"), to execute, sell and deliver to the Underwriter, all (but not less than all) of the $_____ aggregate principal amount of "City of Buckeye, Arizona Excise Tax Revenue Obligations, Series 2024A" (the "Obligations"), at the purchase price of $_____, representing the aggregate principal amount of the Obligations less an Underwriter's discount of $_____ [plus net original issue premium of $_____] [less net original issue discount of $_____]. The Underwriter intends to make an initial bona fide public offering of the Obligations at a price or prices (or at a yield or yields) described in the Schedule attached hereto; provided, however, the Underwriter reserves the right to change such initial public offering prices (or yields) as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Obligations (but in all cases subject to the requirements of Section 4 hereof), and may offer and sell the Obligations to certain dealers, unit

investment trusts and money market funds, certain of which may be sponsored or managed by the Underwriter at prices lower than the public offering prices (or yields greater than the yields) set forth therein (but in all cases subject to the requirements of Section 4 hereof).

(b) The Issuer acknowledges and agrees that with respect to the transaction contemplated hereby: (i) the Underwriter is not acting as a municipal advisor within the meaning of Section 15B of the Securities Exchange Act of 1934, as amended (the "Exchange Act"); (ii) the primary role of the Underwriter, as underwriter, is to purchase securities, for resale to investors, in an arm's length commercial transaction between the Issuer and the Underwriter and the Underwriter has financial and other interests that differ from those of the Issuer; (iii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters); (iv) the only obligations the Underwriter has to the Issuer expressly are set forth in this Obligation Purchase Agreement; and (v) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

2. DESCRIPTION AND PURPOSE OF THE OBLIGATIONS.

(a) The Obligations have been authorized pursuant to a resolution adopted by the Mayor and Council of the Issuer on February 20, 2024 (the "Resolution"). The Obligations shall be dated the date of delivery and executed and delivered and secured under and pursuant to the First Trust Agreement, to be dated as of March 1, 2024 (the "Trust Agreement"), by and between the Issuer and the Trustee. The Obligations represent undivided proportionate interests in the payments (each a "Payment," and collectively, the "Payments") to be made by the Issuer pursuant to the First Purchase Agreement, to be dated as of March 1, 2024 (the "Purchase Agreement"), by and between the Issuer, as purchaser, and the Trustee, as seller, as the purchase price for the Project (as defined in the Trust Agreement). The Payments will be secured by a first lien on and pledge of revenues from Excise Tax Revenues and State Shared Revenues (each as defined in the Trust Agreement) as described in the Purchase Agreement

(b) The proceeds of the sale of the Obligations will be used to (i) pay the costs of the Project and (ii) pay certain costs of execution and delivery of the Obligations.

(c) The Obligations shall become payable in the years, bear interest, produce the yields or prices and be subject to redemption at the times and in the amounts, all as set forth in the Schedule attached hereto. The terms of the Obligations shall be otherwise as described in the Trust Agreement.

3. DELIVERY OF THE OFFICIAL STATEMENT AND OTHER DOCUMENTS.

(a) The Issuer has approved and delivered or caused to be delivered to the Underwriter copies of the Preliminary Official Statement dated February __, 2024, which, including the cover page, the inside front cover page and all appendices thereto, is herein referred to as the "Preliminary Official Statement." It is acknowledged by the Issuer that the Underwriter may deliver the Preliminary Official Statement and a final Official Statement (as defined herein)

electronically over the internet and in printed paper form. The Issuer deems the Preliminary Official Statement final as of its date and as of the date hereof for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), except for any information which is permitted to be omitted therefrom in accordance with paragraph (b)(1) of Rule 15c2-12.

(b) Within seven (7) business days from the date hereof, and in any event not later than the Closing Date (as defined herein), the Issuer shall deliver to the Underwriter a final Official Statement relating to the Obligations dated the date hereof (such Official Statement, including the cover page, the inside front cover page and all appendices attached thereto, together with all information previously permitted to have been omitted by Rule 15c2-12 and any amendments or supplements and statements incorporated by reference therein or attached thereto, as have been approved by the Issuer, Special Counsel (as defined herein) and the Underwriter, is referred to herein as the "Official Statement") and such additional conformed copies thereof as the Underwriter may reasonably request in sufficient quantities to comply with Rule 15c2-12, rules of the Municipal Securities Rulemaking Board (the "MSRB") and to meet potential customer requests for copies of the Official Statement. The Underwriter agrees to file a copy of the Official Statement, including any amendments or supplements thereto prepared by the Issuer, with the MSRB on its Electronic Municipal Market Access system, if required by MSRB Rule G-32. The Official Statement shall be executed by and on behalf of the Issuer by an authorized officer of the Issuer. The Official Statement shall be in substantially the same form as the Preliminary Official Statement and, other than information previously permitted to have been omitted by Rule 15c2-12, the Issuer shall only make such other additions, deletions and revisions in the Official Statement which are approved by the Underwriter. The Issuer hereby agrees to deliver to the Underwriter an electronic copy of the Official Statement in a form that permits the Underwriter to satisfy its obligations under the rules and regulations of the MSRB and the U.S. Securities and Exchange Commission (the "SEC") including in a word-searchable pdf format including any amendments thereto. The Issuer hereby ratifies, confirms and consents to and approves the use and distribution by the Underwriter before the date hereof of the Preliminary Official Statement and hereby authorizes and consents to the use by the Underwriter of the Official Statement in connection with the public offering and sale of the Obligations.

(c) In order to assist the Underwriter in complying with Rule 15c2-12, the Issuer will undertake, pursuant to the Continuing Disclosure Certificate, to be dated the Closing Date (the "Undertaking"), of the Issuer, to provide annual financial information and notices of the occurrence of specified events. A description of the Undertaking is set forth in, and a form of such undertaking is attached as APPENDIX F - "FORM OF CONTINUING DISCLOSURE CERTIFICATE" to, the Preliminary Official Statement and the Official Statement.

4. ESTABLISHMENT OF ISSUE PRICE.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Obligations and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, substantially in the form of Exhibit A attached hereto, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Special

Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Obligations. All actions to be taken by the Issuer under this Section to establish the issue price of the Obligations may be taken on behalf of the Issuer by the Issuer's municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor.

(b) [Except for the maturities set forth in the Schedule attached hereto,] the Issuer represents that it will treat the first price at which 10% of each maturity of the Obligations (the "10% Test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Obligation Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which the Underwriter has sold to the public each maturity of Obligations. [If at that time the 10% Test has not been satisfied as to any maturity of the Obligations, the Underwriter agrees to promptly report to the Issuer the prices at which Obligations of that maturity have been sold by the Underwriter to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all Obligations of that maturity have been sold or (ii) the 10% Test has been satisfied as to the Obligations of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, the Issuer or Special Counsel.] For purposes of this Section, if Obligations mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Obligations.

[(c) The Underwriter confirms that the Underwriter has offered the Obligations to the public on or before the date of this Obligation Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the Schedule attached hereto, except as otherwise set forth therein. The Schedule attached hereto also sets forth, as of the date of this Obligation Purchase Agreement, the maturities, if any, of the Obligations for which the 10% Test has not been satisfied and for which the Issuer and the Underwriter agrees that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Obligations, the Underwriter will neither offer nor sell unsold Obligations of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Obligations to the public at a price that is no higher than the initial offering price to the public.]

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Obligations to the public at a price that is no higher than the initial offering price to the public.

[(c)][(d)] The Underwriter confirms that:

(i) any selling group agreement and each third-party distribution agreement relating to the initial sale of the Obligations to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Obligations of each maturity allocated to it until either all Obligations of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Obligations of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Obligations that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Obligations to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Obligations to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Obligations to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Obligations of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Obligations of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Obligations of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or dealer and (B) comply with the hold-the-offering-price rule, if applicable, in

each case if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

[(d)][(e)] The Issuer acknowledges that, in making the representations set forth in this Section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Obligations to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Obligations, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Obligations, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Obligations to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Obligations, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Obligations, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Obligations.

[(e)][(f)] The Underwriter acknowledges that sales of any Obligations to any person that is a related party to an underwriter participating in the initial sale of the Obligations to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(i) "public" means any person other than an underwriter or a related party to an underwriter,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Obligations to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Obligations to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Obligations to the public),

(iii) a purchaser of any of the Obligations is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding

stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Obligation Purchase Agreement by all parties.

[[(f)/(g)] Notwithstanding anything herein to the contrary, any reporting obligation with respect to maturities subject to the hold-the-offering-price rule will terminate at the end of the Holding Period (as defined in the form of Issue Price Certificate attached as Exhibit A hereto) even if such date is prior to the Closing Date.]

5. ISSUER'S REPRESENTATIONS. The Issuer represents to and agrees with the Underwriter that:

(a) The Issuer is duly organized and validly existing, with full legal right, power and authority to cause the sale, execution and delivery of the Obligations to the Underwriter pursuant to the Trust Agreement, to pledge the revenues from the Excise Tax Revenues and the State Shared Revenues pursuant to the Purchase Agreement and to execute, deliver and perform its obligations, as the case may be, under this Obligation Purchase Agreement, the Purchase Agreement, the Trust Agreement, the Undertaking (collectively, the "Issuer Documents"), and the Obligations, and to perform and consummate all obligations and transactions required or contemplated by each of the Issuer Documents and the Official Statement.

(b) The Resolution approving and authorizing the execution and delivery by the Issuer of the Issuer Documents and the offering, sale, execution and delivery of the Obligations upon the terms set forth herein and in the Official Statement, was duly adopted at a meeting of the Mayor and Council of the Issuer called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and is in full force and effect and has not been amended or repealed.

(c) The Issuer Documents and the Obligations conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement, and the Obligations, when duly executed and authenticated in accordance with the Trust Agreement and delivered to the Underwriter as provided herein, will be validly issued and outstanding obligations of the Issuer, entitled to the benefits of the Purchase Agreement and the Trust Agreement and secured by a legally valid and binding pledge and lien on, and payable from, revenues from the Excise Tax Revenues and the State Shared Revenues as described in the Purchase Agreement, subject to applicable Creditors' Rights Laws (as defined herein).

(d) The Issuer has executed and delivered or will execute and deliver on or before the Closing Date, each of the Issuer Documents. Each of the Issuer Documents constitutes, or will, as of the Closing Date, constitute, a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms, except as the enforceability of thereof may be limited by application of bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally from time to time in effect and from the application of general principles

of equity and from public policy limitations on the exercise of any rights to indemnification and contribution (collectively, "Creditors' Rights Laws"). Each of the Issuer Documents has been executed and delivered or will be executed and delivered on or before the Closing Date, by each respective signatory and is currently in full force and effect or, as of the Closing Date, will be in full force and effect.

(e) The Issuer is not in any material respect in breach of or default under any constitutional provision, law or administrative regulation of the State or of the United States or any agency or instrumentality of either, or of any other governmental agency, or any Material Judgment or Agreement (as defined herein), and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any Material Judgment or Agreement; and the adoption of the Resolution, the sale and execution and delivery of the Obligations and the execution and delivery of the Issuer Documents and compliance with and performance of the Issuer's obligations therein and herein will not in any material respect conflict with, violate or result in a breach of or constitute a default under, any such constitutional provision, law, administrative regulation or any Material Judgment or Agreement, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer (except as described in or contemplated by the Issuer Documents and the Official Statement) or under the terms of any such law, administrative regulation or Material Judgment or Agreement. As used herein, the term "Material Judgment or Agreement" means any judgment or decree or any loan agreement, indenture, bond, note or resolution or any material agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its property or assets is otherwise subject (including, without limitation, the Resolution and the Issuer Documents).

(f) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body having jurisdiction (including with respect to the requirements of Section 35-501(B), Arizona Revised Statutes) which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the Issuer of its obligations hereunder and under the Issuer Documents have been obtained; provided, that the Issuer makes no representations as to any approvals, consents or other actions which may be necessary to qualify the Obligations for offer and sale under Blue Sky or other state securities laws or regulations.

(g) Any certificates executed by any officer of the Issuer and delivered to the Underwriter pursuant hereto or in connection herewith shall be deemed a representation and warranty of the Issuer as to the accuracy of the statements therein made and as to the authority of the representative to deliver such certificates and make such representation.

(h) Between the date hereof and the time of the Closing and to the extent it may legally agree to do so pursuant to applicable law, the Issuer shall not, without the prior written consent of the Underwriter, offer or issue in any material amount any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, except in the course of normal business operations of the Issuer or except for such borrowings as may be described in or contemplated by the Official Statement.

(i) The financial statements of the Issuer as of June 30, 2023, fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the Issuer as of the dates and for the periods therein set forth. Except as disclosed in the Official Statement or otherwise disclosed in writing to the Underwriter, there has not been any materially adverse change in the financial condition of the Issuer or in its operations since June 30, 2023, and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(j) Except for information which is permitted to be omitted pursuant to Rule 15c2-12, the information contained in the Preliminary Official Statement (excluding therefrom any information regarding DTC (as defined herein) and the information under the heading "UNDERWRITING," as to which no representations or warranties are made), as of its date and as of the date hereof was and is true and correct in all material respects and did not and does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) The Official Statement is, as of its date and at all times after the date of the Official Statement (excluding therefrom any information regarding DTC and the information under the heading "UNDERWRITING," as to which no representations or warranties are made) up to and including the Closing Date will be, true and correct in all material respects and will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(l) If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended) at all times subsequent thereto up to and including that date that is 25 days from the "end of the underwriting period" as defined in Rule 15c2-12 (unless the Underwriter notifies the Issuer by the Closing Date of an unsold balance, in which case the "underwriting period" shall be deemed to end on the Closing Date), the Official Statement as so supplemented or amended will be true and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(m) If between the date of the Official Statement and the Closing any event shall occur which might or would cause the information contained in the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter thereof, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer shall promptly (and in any event before the Closing) prepare and furnish (at the expense of the Issuer) a reasonable number of copies of an amendment of or supplement to the Official Statement in form and substance satisfactory to the Underwriter.

(n) Except as described in the Preliminary Official Statement and Official Statement, no litigation, proceeding or official investigation of any governmental or judicial body is pending against the Issuer or against any other party of which the Issuer has notice or, to the knowledge of the Issuer, threatened against the Issuer: (i) seeking to restrain or enjoin the sale or execution and delivery of any of the Obligations, or the levy, collection, pledge and/or payment, as applicable, of the revenues from the Excise Tax Revenues and the State Shared Revenues as described in the Purchase Agreement, securing the payment of the Obligations; (ii) in any way contesting or affecting any authority for the execution and delivery of the Obligations or the validity or binding effect of any of the Issuer Documents; (iii) which is in any way contesting the creation, existence, powers or jurisdiction of the Issuer or the validity or effect of the Resolution or any provision thereof or the application of the proceeds of the Obligations; (iv) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto; or (v) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Issuer or the transactions contemplated by the Preliminary Official Statement and Official Statement or any of the Issuer Documents. The Issuer shall advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale or distribution of the Obligations.

(o) Except as described in the Official Statement, during the last five years, the Issuer has not failed to materially comply with any previous undertaking relating to continuing disclosure of information pursuant to Rule 15c2-12.

(p) Except as described in the Official Statement, the Issuer, to the best of its knowledge, has never been and is not in default in the payment of principal of, premium, if any, or interest on, or otherwise is not nor has it been in default with respect to, any bonds, notes, or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

(q) The Issuer has not granted a lien on, made a pledge of or agreed to apply the revenues from the Excise Tax Revenues and the State Shared Revenues and other moneys payable pursuant to the Purchase Agreement, except as provided or permitted in the Purchase Agreement or as described in the Official Statement.

All representations, warranties and agreements of the Issuer shall remain operative and in full force and effect, regardless of any investigations made by the Underwriter or on the Underwriter's behalf, and shall survive the delivery of the Obligations.

6. UNDERWRITER'S REPRESENTATIONS. The Underwriter represents to and agrees with the Issuer that:

(a) The Underwriter is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

(b) This Obligation Purchase Agreement has been duly authorized, executed and delivered by the Underwriter and, assuming the due authorization, execution and delivery by the Issuer, is the legal, valid and binding obligation of the Underwriter enforceable in accordance with its terms, except as the enforceability of this Obligation Purchase Agreement may be limited by application of Creditors' Rights Laws.

(c) The Underwriter is licensed by and registered with the Financial Industry Regulatory Authority as a broker-dealer and the MSRB as a municipal securities dealer.

(d) The Underwriter and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Obligation Purchase Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Underwriter understands that "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

7. CLOSING.

The date of the payment for and delivery of the Obligations (such payment and delivery and the other actions contemplated hereby to take place at the time of such payment and delivery of the Obligations herein sometimes called the "Closing") shall be at 8:00 A.M., Arizona Time, on March __, 2024, or at such other time or date as the Underwriter and the Issuer may mutually agree upon as the date and time of the Closing (the "Closing Date"), the Issuer will deliver or cause to be delivered to the Underwriter, at the offices of Gust Rosenfeld P.L.C. ("Special Counsel"), or at such other place as the Underwriter and the Issuer may mutually agree upon, the Obligations, through the facilities of The Depository Trust Company, New York, New York ("DTC"), duly executed and authenticated, and the other documents specified in Section 8. At the Closing, (i) upon satisfaction of the conditions herein specified, the Underwriter shall accept the delivery of the Obligations, and pay the purchase price therefor in federal funds payable to the order of the Trustee for the account of the Issuer, and (ii) the Issuer shall deliver or cause to be delivered the Obligations to the Underwriter through the facilities of DTC in definitive or temporary form, duly executed by the Issuer and in the authorized denominations as specified by the Underwriter at the Closing and the Issuer shall deliver the other documents hereinafter mentioned. The Obligations shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection.

8. CONDITIONS PRECEDENT.

The Underwriter has entered into this Obligation Purchase Agreement in reliance upon the representations and agreements of the Issuer contained herein and the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the Closing Date. The Underwriter's obligations under this Obligation Purchase Agreement are and shall be subject to the following additional conditions:

(a) The representations and agreements of the Issuer contained herein shall be true, complete and correct in all material respects on the date of acceptance hereof and on and as of the Closing Date.

(b) At the time of the Closing, the Official Statement, the Resolution, the Obligations and the Issuer Documents shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter.

(c) The Issuer shall perform or have performed all of its obligations required under or specified in the Resolution, the Obligations, the Issuer Documents and the Official Statement to be performed at or prior to the Closing.

(d) The Issuer shall have delivered to the Underwriter the Official Statement by the time, and in the numbers, required by Section 3 of this Obligation Purchase Agreement.

(e) As of the date hereof and at the time of Closing, all necessary official action of the Issuer relating to the Obligations, the Issuer Documents and the Official Statement shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect.

(f) After the date hereof, up to and including the time of the Closing, there shall not have occurred any change in or particularly affecting the Issuer, the Resolution, the Obligations, the Issuer Documents, the Excise Tax Revenues or the State Shared Revenues as the foregoing matters are described in the Preliminary Official Statement and the Official Statement, which in the reasonable professional judgment of the Underwriter materially impairs the investment quality of the Obligations.

(g) At or prior to the Closing, the Underwriter shall receive the transcript of proceedings of the Issuer relating to the execution and delivery of the Obligations, including, but not limited to, the following documents (in each case with only such changes as the Underwriter shall approve):

(i) The approving opinion of Special Counsel relating to the Obligations, dated the Closing Date, substantially in the form attached as Appendix E to the Official Statement, and, if not otherwise directly addressed to the Underwriter, a reliance letter with respect thereto addressed to the Underwriter;

(ii) The supplemental opinion of Special Counsel, addressed to the Underwriter, dated the Closing Date, and substantially in the form of Exhibit B attached hereto;

(iii) The opinion of counsel to the Issuer, addressed to the Underwriter and Special Counsel, dated the Closing Date, and substantially in the form of Exhibit C attached hereto;

(iv) The opinion of Ballard Spahr LLP, counsel to the Underwriter, dated the date of the Closing and addressed to the Underwriter, and covering such matters as the Underwriter may reasonably request;

(v) A certificate, dated the Closing Date, signed by an authorized officer of the Issuer to the effect that: (a) the representations and agreements of the Issuer contained herein are true and correct in all material respects as of the date of the Closing; (b) the Obligations and the Issuer Documents have been duly authorized and executed and are in full force and effect; (c) except as described in the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of its date and as of the Closing Date, no litigation is pending or, to his or her knowledge, threatened (i) seeking to restrain or enjoin the execution and delivery of the Obligations, (ii) in any way contesting or affecting any authority for the execution and delivery of the Obligations, the validity of the Obligations, the Resolution or any Issuer Document or the levy, collection and pledge, as applicable, of the revenues from the Excise Tax Revenues and the State Shared Revenues imposed and levied or to be imposed and levied to pay all the Payments, or the imposition thereof, (iii) in any way contesting the creation, existence or powers of the Issuer or the application of the proceeds of the Obligations, or (iv) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Issuer or the transactions contemplated by the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of its date and as of the Closing Date, or the Obligations or any Issuer Document; (d) no authority or proceedings for the execution and delivery of the Obligations has been repealed, revoked or rescinded and no petition or petitions to revoke or alter the authorization to issue the Obligations has been filed with or received by such authorized officer; (e) the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of its date and as of the Closing Date, are true and correct in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except no review has been made of any information in the Preliminary Official Statement or the Official Statement regarding DTC and the information under the heading "UNDERWRITING"; (f) the financial statements of the Issuer as of June 30, 2023, fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the Issuer as of the dates and for the periods therein set forth; (g) except as disclosed in the Preliminary Official Statement and the Official Statement, since June 30, 2023, no

materially adverse change has occurred, or any development involving a prospective material change, in the financial position or results of operations of the Issuer and the Issuer has not incurred since June 30, 2023, any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Preliminary Official Statement and the Official Statement; and (h) the Issuer has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing;

(vi) A certificate or certificates, dated the Closing Date, signed by an authorized officer of the Trustee to the effect that: (a) the Trustee is a national banking association organized and existing under and by virtue of the laws of the United States, having the full power and being qualified to enter into and perform its duties under the Purchase Agreement and the Trust Agreement (together for purposes of this paragraph, the "Trustee Documents") and to authenticate, execute and deliver the Obligations to the Underwriter; (b) the Trustee is duly authorized to enter into the Trustee Documents and to authenticate, execute and deliver the Obligations to the Underwriter pursuant to the Trust Agreement; (c) when delivered to and paid for by the Underwriter at the Closing, the Obligations will have been duly authenticated, executed and delivered by the Trustee; (d) the execution and delivery of the Trustee Documents and compliance with the provisions on the Trustee's part contained therein, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, note, resolution, agreement or other instrument to which the Trustee is a party or is otherwise subject (except that no representation, warranty or agreement is made with respect to any federal or state securities or Blue Sky laws or regulations), which conflict, breach or default would materially impair the ability of the Trustee to perform its obligations under the Trustee Documents, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets held by the Trustee pursuant to the lien created by the Trustee Documents under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Trustee Documents; and (e) to the best knowledge of the Trustee, it has not been served with any action, suit, proceeding, inquiry or investigation in law or in equity, before or by any court, governmental agency, public board or body, nor is any such action or other proceeding threatened against the Trustee, affecting the

existence of the Trustee, or the titles of its officers to their respective offices or seeking to prohibit, restrain, or enjoin the execution and delivery of the Obligations or the collection of revenues to be applied to pay the principal and interest with respect to the Obligations, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Trustee Documents, or contesting the powers of the Trustee or its authority to enter into, adopt or perform its obligations under any of the foregoing to which it is a party, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Trustee Documents or the power and authority of the Trustee to enter into and perform its duties under the Trustee Documents and to authenticate, execute and deliver the Obligations to or upon the order of the Underwriter;

(vii) Executed or certified copies of each of the Issuer Documents;

(viii) A tax certificate of the Issuer, in form satisfactory to Special Counsel, executed by such officials of the Issuer as shall be satisfactory to the Underwriter;

(ix) A certified copy of the Resolution;

(x) Specimen Obligations;

(xi) A counterpart original of the Official Statement manually executed on behalf of the Issuer by an authorized officer of the Issuer;

(xii) Evidence satisfactory to the Underwriter that Standard & Poor's Financial Services LLC and Fitch Ratings, Inc. have assigned ratings for the Obligations of "__" and "___", respectively, (the "Ratings"), and that the Ratings are then in effect;

(xiii) Evidence that the Issuer has caused or will cause to be filed the Report of Bond and Security Issuance Pursuant to Section 35-501(B), Arizona Revised Statutes;

(xiv) Evidence that a Form 8038-G relating to the Obligations has been executed by the Issuer and will be filed with the Internal Revenue Service within the applicable time limit;

(xv) A copy of the Issuer's executed Blanket Letter of Representation to DTC; and

(xvi) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter, counsel to the Underwriter or Special Counsel may reasonably request to evidence

compliance by the Issuer with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the Issuer herein contained and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer.

9. TERMINATION.

If the Issuer shall be unable to satisfy the conditions of the Underwriter's obligations contained in this Obligation Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Obligation Purchase Agreement, this Obligation Purchase Agreement may be cancelled by the Underwriter at, or at any time before, the time of the Closing. Notice of such cancellation shall be given by the Underwriter to the Issuer in writing, or by telephone confirmed in writing. The performance by the Issuer of any and all conditions contained in this Obligation Purchase Agreement for the benefit of the Underwriter may be waived by the Underwriter.

(a) The Underwriter shall also have the right, before the time of Closing, to cancel its obligations to purchase the Obligations, by written notice (or by telephone confirmed in writing) by the Underwriter to the Issuer, if between the date hereof and the time of Closing, in the Underwriter's sole and reasonable judgment any of the following events shall occur (each hereinafter referred to as a "Termination Event"):

(i) the market price or marketability of the Obligations, or the ability of the Underwriter to enforce contracts for the sale of the Obligations, shall be materially adversely affected by any of the following events:

(A) legislation shall have been enacted by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Obligations; or

(B) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a

national emergency or war, or (2) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

(C) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(D) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Obligations, the Resolution or the Issuer Documents, or any comparable securities of the Issuer, are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended (the "Securities Act") or Trust Indenture Act of 1939, as amended (the "Trust Indenture Act") or otherwise, or would be in violation of any provision of the federal securities laws; or

(E) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the Issuer shall have occurred; or

(F) any rating on securities of the Issuer secured by a pledge of the revenues from the Excise Tax Revenues and the State Shared Revenues on a parity with the pledge of such amounts to be made for the Payments is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(b) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Official Statement but should be

reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Obligations or the ability of the Underwriter to enforce contracts for the sale of the Obligations; or

(c) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(d) a material disruption in securities settlement, payment or clearance services affecting the Obligations shall have occurred; or

(e) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(f) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the offering, sale or execution and delivery of the Obligations, including the underlying obligations as contemplated by this Obligation Purchase Agreement or by the Official Statement, or any document relating to the offering, sale or execution and delivery of the Obligations, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act.

Upon the occurrence of a Termination Event and the termination of this Obligation Purchase Agreement by the Underwriter, all obligations of the Issuer and the Underwriter under this Obligation Purchase Agreement shall terminate, without further liability.

10. AMENDMENTS TO OFFICIAL STATEMENT.

During the period commencing on the date of the Official Statement and ending twenty-five (25) days from the "end of the underwriting period" (as defined in Rule 15c2-12) the Issuer shall advise the Underwriter if any event relating to or affecting the Official Statement shall occur as a result of which it may be necessary or appropriate to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser or "potential customer" (as defined for purposes of Rule 15c2-12). If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and at all times subsequent thereto up to and including that date that is 25 days from the end of the underwriting period, the Official Statement as supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and shall amend or supplement the Official Statement (in form and substance satisfactory to counsel to the Underwriter) so that the

Official Statement will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The expenses of preparing such amendment or supplement shall be borne by the Issuer. For the purpose of this Section, the Issuer will furnish to the Underwriter such information with respect to itself as the Underwriter may from time to time reasonably request.

11. EXPENSES.

(a) Whether or not the Obligations are sold to the Underwriter, the Underwriter shall be under no obligation to pay any expenses incident to the performance of the Issuer's obligations hereunder. If the Obligations are delivered by the Issuer to the Underwriter, the Issuer shall pay, from the proceeds of the Obligations or from other funds of the Issuer, the following expenses: (i) the cost of preparing, duplicating or printing, mailing and delivering the Issuer Documents, including the cost of electronically distributing the Preliminary Official Statement and the Official Statement and any amendment or supplement of either; (ii) the cost of preparation and printing of the definitive Obligations; (iii) the fees and expenses of the Issuer, the Trustee, Special Counsel, counsel to the Underwriter, RBC Capital Markets, LLC (as financial advisor to the Issuer), and any entity performing continuing disclosure compliance research or providing continuing disclosure compliance reports and any other experts or consultants retained by the Issuer; (iv) the charges of any rating agency with respect to the Obligations; (v) reimbursement to the Underwriter for payment of any fees and expenses reasonably incurred in connection with the initial offering, sale and delivery of the Obligations, including but not limited to industry fees (e.g., DTC, DAC, IPREO, CUSIP and Day Loan fees) only if the Issuer and Underwriter have previously discussed and approved the allocation of proceeds towards these fees, and meal and travel expenses of Issuer personnel, but not including entertainment expenses or those to be paid by the Underwriter pursuant to the last paragraph of this Section 11, and (vi) all other fees and expenses, not including entertainment expenses, reasonably incurred in connection with the preparation of the Issuer Documents and/or the initial offering, sale and delivery of the Obligations. The Issuer has authorized, and does hereby authorize, the Underwriter to pay certain of such expenses on behalf of the Issuer from proceeds of the Obligations at Closing as further described in the closing memorandum relating to the Obligations.

(b) If the Obligations are sold to the Underwriter by the Issuer, the Issuer shall pay out of the proceeds of the Obligations the discount of the Underwriter or the purchase price paid for the Obligations shall reflect such discount.

(c) Except as otherwise provided in this Section 11, the Underwriter shall pay the cost, if any, of qualifying the Obligations for sale in the various states chosen by the Underwriter, all advertising expenses in connection with the public offering of the Obligations and all other expenses incurred by it in connection with its public offering and distribution of the Obligations, not described above.

12. USE OF DOCUMENTS.

The Issuer hereby authorizes the Underwriter to use, in connection with the public offering and sale of the Obligations, this Obligation Purchase Agreement, the Preliminary Official

Statement, the Official Statement and the Issuer Documents, and the information contained herein and therein.

13. QUALIFICATION OF SECURITIES.

The Issuer will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Obligations for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and to provide for the continuance of such qualification; *provided, however*, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any state.

14. NOTICES.

Any notice or other communication to be given to the Issuer under this Obligation Purchase Agreement may be given by delivering the same in writing to City of Buckeye, 530 E. Monroe, Buckeye, Arizona 85326, Attention: City Manager, and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing to the following address:

Stifel, Nicolaus & Company, Incorporated
Suite 300
2801 East Camelback Road
Phoenix, Arizona 85016
Attention: Mark Reader, Managing Director

15. BENEFIT.

This Obligation Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including their successors or assigns), and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. Except as otherwise expressly provided herein, all of the agreements and representations of the Issuer contained in this Obligation Purchase Agreement and in any certificates delivered pursuant hereto shall remain operative and in full force and effect regardless of: (i) any investigation made by or on behalf of the Underwriter; (ii) delivery of and payment for the Obligations hereunder; or (iii) any termination of this Obligation Purchase Agreement, other than pursuant to Section 9 (and in all events the agreements of the Issuer pursuant to Section 11 hereof shall remain in full force and effect notwithstanding the termination of this Obligation Purchase Agreement under Section 9 hereof).

16. GOVERNING LAW. THIS OBLIGATION PURCHASE AGREEMENT SHALL BE DEEMED TO BE A CONTRACT UNDER, AND FOR ALL PURPOSES SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ARIZONA.

17. WAIVER OF JURY TRIAL. THE ISSUER HEREBY IRREVOCABLY WAIVES TO

THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS OBLIGATION PURCHASE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

18. MISCELLANEOUS.

(a) This Obligation Purchase Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements, prior writings and representations with respect thereto.

(b) If any section, paragraph, subdivision, sentence, clause or phrase of this Obligation Purchase Agreement shall for any reason be held illegal or unenforceable, such decision shall not affect the validity of the remaining portions of this Obligation Purchase Agreement. The parties to this Obligation Purchase Agreement declared they would have executed this Obligation Purchase Agreement and each and every other section, paragraph, subdivision, sentence, clause and phrase of this Obligation Purchase Agreement, irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Obligation Purchase Agreement may be held to be illegal, invalid, or unenforceable. If any provision of this Obligation Purchase Agreement contains any ambiguity which may be construed as either valid or invalid, the valid construction shall be adopted.

(c) This Obligation Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original hereof.

(d) To the extent applicable by provision of law, this Obligation Purchase Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, the provisions of which are incorporated herein by this reference.

(e) The electronic signature of a party to this Obligation Purchase Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Obligation Purchase Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means, electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other electronic signature provider acceptable to the Underwriter; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format (pdf) or other replicating image attached to an electronic mail or internet message.

[Signature page follows.]

Very truly yours,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

.....
Mark Reader, Managing Director

Approved and Agreed to: March __, 2024, at ____ P.M.

CITY OF BUCKEYE, ARIZONA

By.....

Printed Name: .....

Title: .....

SCHEDULE

$_____
CITY OF BUCKEYE, ARIZONA
EXCISE TAX REVENUE OBLIGATIONS, SERIES 2024A

Maturity Dates (July 1)	Principal Amounts	Interest Rates	Yields

_____

* Yield calculated to first optional maturity date: July 1, 203_.

Optional Redemption. The Obligations maturing before or on July 1, 20__, will not be subject to redemption prior to their stated maturity dates. The Obligations payable on or after July 1, 20__, will be subject to redemption prior to their stated maturity dates, at the option of the Issuer, in whole or in part on July 1, 20__, or on any date thereafter, by the payment of a redemption price equal to the principal amount of each Obligation to be redeemed plus interest accrued to the date fixed for redemption, without premium.

Mandatory Redemption. The Obligations payable on July 1, 20__, will be redeemed on July 1 of the following years and in the following principal amounts at a price equal to the principal amount thereof plus interest accrued to the date fixed for redemption, without premium:

Obligations Maturing July 1, 20__

Redemption Date (July 1)	Principal Amount
20__ (stated maturity date)	

EXHIBIT A

FORM OF ISSUE PRICE CERTIFICATE

$_____
CITY OF BUCKEYE, ARIZONA
EXCISE TAX REVENUE OBLIGATIONS, SERIES 2024A

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated ("Stifel") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Obligations").

1. Obligation Purchase Agreement. On March __, 2024 (the "Sale Date"), Stifel and City of Buckeye, Arizona (the "Issuer") executed an Obligation Purchase Agreement (the "Purchase Contract") in connection with the sale of the Obligations. Stifel has not modified the Purchase Contract since its execution on the Sale Date.

2. Price.

(a) As of the date of this Certificate, for each [Maturity] [of the _____ Maturities] of the Obligations, the first price or prices at which at least 10% of [each] such Maturity of the Obligations was sold to the Public (the "10% Test") are the respective prices listed in Schedule A attached hereto.

(b) [**To be used if not using Hold-the-Offering-Price Rule and 10% was not sold for all Maturities]** [** With respect to each of the _____ Maturities of the Obligations:

(i) As of the date of this Certificate, Stifel has not sold at least 10% of the Obligations of these Maturities at any price or prices.

(ii) As of the date of this Certificate, Stifel reasonably expects that the first sale to the Public of Obligations of these Maturities will be at or below the respective price or prices listed on the attached Schedule A as the "Reasonably Expected Sale Prices for Undersold Maturities."

(iii) Stifel will provide actual sales information (substantially similar to the information contained on Schedule B) as to the price or prices at which the first 10% of each such Maturity (i.e., the Undersold Maturity or Maturities) is sold to the Public.

(iv) On the date the 10% Test is satisfied with respect to all Maturities of the Obligations, Stifel will execute a supplemental certificate substantially in the form attached hereto as Schedule C with respect to any remaining Maturities for which the 10% Test has not been satisfied as of the Closing Date.**]

(b) [**To be used if using Hold-the-Offering-Price Rule]** [**Alternative 1 - All Maturities Use Hold-the-Offering-Price Rule**: Stifel offered the Obligations to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Obligations is attached to this certificate as Schedule B.] [**Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule**: Stifel offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Obligations is attached to this certificate as Schedule B.]

[**Alternative 1 - All Maturities use Hold-the-Offering-Price Rule**: As set forth in the Purchase Contract, Stifel has agreed in writing that, (i) for each Maturity of the Obligations, it would neither offer nor sell any of the Obligations of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Obligations at a price that is higher than the respective Initial Offering Price for that Maturity of the Obligations during the Holding Period. [**Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule**: As set forth in the Purchase Contract, Stifel has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Obligations of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Obligations during the Holding Period.]

3. Defined Terms.

(a) [*Hold-the-Offering-Price Maturities* means those Maturities of the Obligations listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."]

(b) [*Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which Stifel has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(c) *Issuer* means City of Buckeye, Arizona.

(d) *Maturity* means Obligations with the same credit and payment terms. Obligations with different maturity dates, or Obligations with the same maturity date but different stated interest rates, are treated as separate Maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Obligations. The Sale Date of the Obligations is March __, 2024.

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Obligations to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Obligations to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Obligations to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate of the Issuer dated [Closing Date] and with respect to compliance with the federal income tax rules affecting the Obligations, and by Special Counsel, in connection with rendering its opinion that the interest on the Obligations is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Obligations.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as underwriter

By: _____
Mark Reader

By: _____
[underwriter]

Dated: [Closing Date]

SCHEDULE A

Actual Sales Information as of Closing Date

Maturity/CUSIP (July 1)	Coupon	Date Sold	Time Sold	Par Amount	Sale Price

The aggregate issue price of all maturities of the Obligations is $_____.

[Reasonably Expected Sales Prices for Undersold Maturities as of Closing Date**

Maturity/CUSIP	Coupon	Par Amount	Offering Prices

**]

SCHEDULE B

[**Actual Sales for Undersold Maturities as of the Closing Date**

Maturity/CUSIP	**Date Sold**	**Time Sold**	**Par Amount**	**Sale Price**

**]

[**PRICING WIRE OR EQUIVALENT COMMUNICATION**]

(Attached)

SCHEDULE C

SUPPLEMENTAL ISSUE PRICE CERTIFICATE

$____,000
CITY OF BUCKEYE, ARIZONA
EXCISE TAX REVENUE OBLIGATIONS, SERIES 2024A

The undersigned, Stifel, Nicolaus & Company, Incorporated ("Stifel"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Obligations").

1. Issue Price.

(a) Stifel sold at least 10% of the _____ Maturities of the Obligations to the Public at the price or prices shown on the Issue Price Certificate dated as of the Closing Date (the "10% Test"). With respect to each of the _____ Maturities of the Obligations, Stifel had not satisfied the 10% Test as of the Closing Date (the "Undersold Maturities").

(b) As of the date of this Supplemental Certificate, Stifel has satisfied the 10% Test with respect to the Undersold Maturities. The first price or prices at which at least 10% of each such Undersold Maturity was sold to the Public are the respective prices listed on Exhibit A attached hereto.

2. Defined Terms.

(a) *Issuer* means City of Buckeye, Arizona.

(b) *Maturity* means Obligations with the same credit and payment terms. Obligations with different maturity dates, or Obligations with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Obligations to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Obligations to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Obligations to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate of the Issuer dated [closing date] and with respect to compliance with the federal income tax rules affecting the Obligations, and by Special Counsel, in connection with rendering its opinion that the interest on the Obligations is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Obligations.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as underwriter

By:_____
Mark Reader

By:_____
[underwriter]

Dated: [Closing Date]

EXHIBIT A
TO
SUPPLEMENTAL ISSUE PRICE CERTIFICATE**

EXHIBIT B

FORM OF SUPPLEMENTAL OPINION OF SPECIAL COUNSEL

[LETTERHEAD OF GUST ROSENFELD P.L.C.]

March __, 2024

Stifel, Nicolaus & Company, Incorporated
Phoenix, Arizona

Re: Excise Tax Revenue Obligations, Series 2024A, Evidencing Proportionate Interests of the Owners Thereof in Payments to be Made by the City of Buckeye, Arizona to _____, as Trustee, Dated the Date Hereof

Pursuant to an Obligation Purchase Agreement, dated March __, 2024 (the "Purchase Contract"), between the City of Buckeye, Arizona and Stifel, Nicolaus & Company, Incorporated, we have delivered to you our approving opinion of even date herewith (the "Approving Opinion") relating to the captioned Obligations. All terms used herein shall have the same meaning assigned in the Purchase Contract.

We hereby supplement the Approving Opinion and further advise you as follows:

1. The Issuer has all requisite power and authority pursuant to the Constitution and laws of the State (a) to execute and deliver, as applicable, the Issuer Documents, (b) to approve, execute and authorize the use and distribution of the Preliminary Official Statement and the Final Official Statement and (c) to carry out and consummate the transactions contemplated by the Final Official Statement, the Issuer Documents and the Obligations (including performing the applicable obligations pursuant thereto).

2. The Issuer has complied with all applicable provisions of law and has taken all actions required to be taken by it to the date hereof in connection with the transactions contemplated by the Final Official Statement, the Issuer Documents and the Obligations.

3. The Issuer Documents have been duly authorized, executed and delivered, as applicable, by the Issuer, are in full force and effect and, assuming due and valid authorization, execution and delivery by, and enforceability against, if any, the other party thereto, constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms. The foregoing is subject to applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights and the principles of equity in the event equitable remedies are sought.

4. Adoption of the Resolution, authorization, execution and delivery, as applicable, of, and the due performance by the Issuer of the Issuer Documents and the approval, execution and authorization of the use and distribution of, the Final Official Statement (including, as

applicable, the Preliminary Official Statement) by the Issuer under the circumstances contemplated thereby and each of such instruments, do not and will not conflict with, or constitute on the part of the Issuer a material breach of or default under, any federal or State constitutional or statutory provision.

5. No consent of any other party, and no consent, license, approval or authorization of, exemption by or registration with any governmental body, authority, bureau or agency (other than those that have been obtained or will be obtained prior to the delivery of the Obligations and other than approvals that may be required under "blue sky" laws of any jurisdiction) is required in connection with the adoption by the Mayor and Council of the Issuer of the Resolution or the authorization, execution, delivery and performance, as applicable, by the Issuer of the Issuer Documents and the consummation of the transactions contemplated by the Final Official Statement.

6. The information contained (but not incorporated by reference) in the Preliminary Official Statement and the Final Official Statement in the tax caption on the cover thereof, under the headings "INTRODUCTORY STATEMENT," "THE OBLIGATIONS," "SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS," "TAX EXEMPTION" and "CONTINUING DISCLOSURE" (except as it relates to compliance with prior undertakings as to which we express no opinion) therein, and in Appendix D – "SUMMARY OF SELECT PROVISIONS OF THE PRINCIPAL DOCUMENTS," Appendix E – "PROPOSED FORM OF APPROVING LEGAL OPINION," and Appendix F – "FORM OF CONTINUING DISCLOSURE CERTIFICATE," thereto, insofar as such information purports to summarize certain provisions of the laws of the State and the United States of America, the Obligations, the Trust Agreement, the Purchase Agreement and the Undertaking fairly present the information purported to be shown; provided, however, that such information does not purport to summarize all the provisions of, and is qualified in its entirety by, the complete laws and documents that are summarized, and, based solely on our participation in the transaction as Special Counsel, nothing has come to our attention that would lead us to believe that the information and statements in the Preliminary Official Statement, as of its date and as of March __, 2024, and the Official Statement, as of its date and as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that we express no view as to the financial statements of the Issuer, any other financial forecast, technical or statistical data, and any information in the Preliminary Official Statement or the Official Statement regarding DTC. We have not undertaken to review or determine independently, and assume no responsibility for, the accuracy or completeness of the information in the Preliminary Official Statement or the Official Statement except to the extent indicated hereinabove.

7. It is not necessary in connection with the sale and execution of the Obligations to the public to register the Obligations pursuant to the Securities Act of 1933, as amended, or to qualify the Trust Agreement pursuant to the Trust Indenture Act of 1939, as amended.

You may rely upon the Approving Opinion as though it were specifically addressed to you.

This letter is provided pursuant to Section 8(g)(ii) of the Purchase Contract and is being given solely for the information of and assistance to the addressee of this letter in its capacity as the underwriter of the Obligations. In giving this opinion to such underwriter, it is expressly understood that no attorney-client relationship is being created thereby. Without our express prior written permission, this opinion may not be relied upon by any person other than such underwriter and is not to be used, circulated, quoted, or otherwise referred to in connection with the offering of the Obligations, except that reference may be made to this opinion in any list of closing documents pertaining to the execution and delivery of the Obligations.

Respectfully submitted,

EXHIBIT C

FORM OF OPINION OF COUNSEL TO THE ISSUER

[LETTERHEAD OF CITY ATTORNEY]

March __, 2024

Stifel, Nicolaus & Company, Incorporated
Phoenix, Arizona

Gust Rosenfeld P.L.C.
Phoenix, Arizona

Re: Excise Tax Revenue Obligations, Series 2024A, Evidencing Proportionate Interests of the Owners Thereof in Purchase Payments to be Made by the City of Buckeye, Arizona to _____, as Trustee, Dated the Date Hereof

I hold the office of City Attorney of the City of Buckeye, Arizona (the "City"), and in that capacity render this opinion pursuant to the Obligation Purchase Agreement, dated March __, 2024 (the "Purchase Contract"), with respect to the captioned Obligations. (The capitalized terms used in this opinion and not otherwise defined herein have the meaning ascribed to them in the Purchase Contract.)

I have examined the transcript of proceedings (the "Transcript") relating to the execution and delivery of the Obligations, including originals or copies, certified or otherwise identified to our satisfaction, of the included documents, resolutions, instruments, records, certificates and opinions, and have reviewed laws and information and have made investigations, as I have considered necessary or appropriate for the purpose of rendering this opinion. In such examination of the Transcript, I have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to the original documents of all documents submitted to me as copies. As to any facts material to this opinion, I have, when relevant facts were not independently established, relied upon the aforesaid proceedings and proofs.

Based upon such examination, I am of the opinion that, pursuant to the law existing on the date of this opinion:

1. The City is duly organized and validly incorporated as a municipal corporation in accordance with the Constitution and laws of the State of Arizona and has all

requisite power and authority thereunder to enter into and perform its agreements in accordance with the Resolution and its covenants and agreements pursuant to the Issuer Documents.

2. The Resolution has been duly adopted and approved by the Mayor and Council of the City in conformance with the applicable open meeting and other laws and ordinances of the City and the State of Arizona.

3. The Issuer Documents have been duly authorized and validly executed and delivered by the City, and the distribution of the Preliminary Official Statement and the Official Statement has been duly authorized by the City.

4. The adoption and approval of the Resolution, the authorization, execution and delivery of the Issuer Documents and compliance with the respective provisions thereof under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement or other instrument to which the City is a party or of any existing law, administrative regulation, court order or consent decree to which the City, or any of its property, is subject.

5. There are no lawsuits or proceedings by or before any court, governmental agency, public board or body, pending or, to the best of my knowledge, threatened against the City (a) that in any way question (i) the validity and the proper authorization, approval and execution of any of the Issuer Documents, (ii) the validity and proper approval and adoption of the Resolution, (iii) the authority of the City or its officials to enter into any of the Issuer Documents, to make the Payments or to perform its obligations under such documents or the Resolution or the pledge of Excise Tax Revenues and State Shared Revenues (each as defined in the Issuer Documents) and to carry out the transactions contemplated thereby, or (b) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Resolution, the Obligations, any of the Issuer Documents or the Official Statement, or would in any way adversely affect the validity or enforceability of the Obligations, the Resolution, any of the Issuer Documents or of any other instruments required or contemplated for use in consummating the transactions contemplated thereby or by the Official Statement, or that, individually or collectively, would have a material adverse effect on the financial condition of the City or impair the City's ability to comply with all of its duties under the Resolution, or (c) contesting in any way the completeness or accuracy of the Official Statement.

6. The statements in the Preliminary Official Statement and the Official Statement under the heading "LITIGATION" are true and correct in all material respects and do not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

CITY OF BUCKEYE, ARIZONA

By_____

RESOLUTION NO. 07-24

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AGREEMENT, A TRUST AGREEMENT, A CONTINUING DISCLOSURE CERTIFICATE, AN OBLIGATION PURCHASE AGREEMENT AND OTHER NECESSARY AGREEMENTS, INSTRUMENTS AND DOCUMENTS; APPROVING THE SALE AND EXECUTION AND DELIVERY OF EXCISE TAX REVENUE OBLIGATIONS EVIDENCING A PROPORTIONATE INTEREST OF THE OWNERS THEREOF IN THE PURCHASE AGREEMENT; DELEGATING AUTHORITY TO THE MAYOR, THE CITY MANAGER AND THE CHIEF FINANCIAL OFFICER OF THE CITY TO DETERMINE CERTAIN MATTERS AND TERMS WITH RESPECT TO THE FOREGOING; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor and City Council of the City of Buckeye, Arizona (the "City"), have determined to finance the construction of a City water/utility campus and related capital improvement projects (the "Project"), by entering into an installment purchase agreement, to be dated as of the first day of the month of the dated date of the hereinafter described Obligations established as provided herein (the "Purchase Agreement"), with a national banking association authorized to exercise corporate trust powers in the State of Arizona appointed as provided herein, as trustee (the "Trustee"); and

WHEREAS, in connection with the Purchase Agreement, the Mayor and City Council have deemed it necessary and desirable to provide for the sale and execution and delivery of excise tax revenue obligations, as provided for by this Resolution (the "Obligations"), evidencing proportionate interests of the owners of the Obligations in payments to be made by the City to the Trustee pursuant to a trust agreement, to be dated as of the first day of the month of the dated date of the Obligations (the "Trust Agreement"), between the Trustee and the City, such payments to be made pursuant to the Purchase Agreement; and

WHEREAS, the payments represented by the Obligations will be secured by amounts received under the Purchase Agreement pursuant to which the City will pledge revenues from Excise Taxes and State Shared Revenues (as such terms are defined in the Trust Agreement); and

WHEREAS, the Mayor and City Council will receive a proposal from Stifel, Nicolaus & Company, Incorporated, serving in the capacity of and designated as the underwriter (the "Underwriter"), and not acting as a municipal advisor as defined in the Registration of Municipal Advisors Rule of the Securities and Exchange Commission, and has determined that the Obligations should be sold through negotiation to the Underwriter on such terms as may hereafter be approved by the Authorized Representatives (as defined herein); and

WHEREAS, there have been presented to the Mayor and City Council at the meeting at which this Resolution is being adopted the proposed forms of: (1) the Purchase Agreement; (2) the Trust Agreement; (3) a continuing disclosure certificate, to be dated the date of delivery of the Obligations (the "Undertaking"), from the City necessary for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"); (4) an Obligation Purchase Agreement, to be dated the date of the sale of the Obligations (the "Purchase Contract"), by and between the City and the Underwriter, for the purchase of the Obligations; and (5) the Preliminary Official Statement, to be dated the date of the dissemination thereof (the "Preliminary Official Statement"), relating to the Obligations, which, as to be revised after the sale of the Obligations, shall constitute the Official Statement, to be dated the date of sale of the Obligations (the "Official Statement"), relating to the Obligations; and

WHEREAS, financing the costs of the Project pursuant to the Purchase Agreement is in furtherance of the purposes of the City and is in the public interest;

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

Section 1. (a) The execution and delivery of the Obligations by the Trustee is approved.

(b) The Mayor, the City Manager, the Chief Financial Officer of the City or the designees of any of them (collectively, the "Authorized Representatives") are authorized to determine on behalf of the City: (1) the entity to serve as Trustee; (2) the series name and designation of the Obligations; (3) the name and designation of the Purchase Agreement and the Trust Agreement; (4) the date the Obligations are to be sold to the Underwriter; (5) the total aggregate principal amount of the Obligations which are to be executed and delivered but not to exceed the aggregate principal amount of $60,000,000; (6) the date the Obligations are to be dated; (7) the dates on which interest on the Obligations is to be payable and the interest rates per annum the Obligations are to bear; (8) the dates the Obligations are to mature (but not later than July 1, 2054), the principal amounts to mature on such dates and the provisions for redemption thereof in advance of such dates; and (9) the terms upon which the Obligations are to be sold to the Underwriter (including determinations of price, original issue discount and premium and underwriting compensation); provided, however, that the foregoing determinations shall not result in the yield on the Obligations, as calculated in accordance with Section 148 of the Internal Revenue Code of 1986, as amended, exceeding six percent (6.00%).

(c) The Authorized Representatives are further authorized to determine on behalf of the City whether to combine the transaction authorized by this Resolution with the transaction authorized by Resolution No. 79-23, adopted by the Mayor and City Council on August 1, 2023 (the "Prior Resolution"). Pursuant to the Prior Resolution, the Mayor and City Council authorized the execution and delivery of excise tax revenue obligations in order to finance the acquisition of the real property and associated water rights described in the Agreement for Purchase and Sale of a Lot With Groundwater Rights and Escrow Instructions, made and entered into as of February 9, 2023, by and between the City and Harquahala Valley Landowners, LLC.

The Authorized Representatives and other officers of the City, on behalf of the City, are authorized and directed, without further order of the Mayor and City Council, to do all such acts and things and to modify, execute and deliver all such certificates, proceedings, agreements and other documents as may be necessary or convenient to be modified, executed and delivered on behalf of the City to further the purposes of combining such transactions, subject to the applicable parameters set forth in Section 1(b) of this Resolution and Section 1(b) of the Prior Resolution.

(d) The Authorized Representatives are further also authorized to determine on behalf of the City whether the purchase of an insurance policy securing payment of the Obligations would be advantageous to the City or the terms of the financing represented by the Obligations. The Authorized Representatives are authorized to negotiate with and secure, with proceeds of the Obligations or otherwise, such an insurance policy, from one or more institutions, the claims-paying ability of which are then assigned one of the two highest rating categories by a nationally recognized credit rating agency. The Authorized Representatives are authorized to execute and deliver any instruments or documents necessary in connection with the purchase of any such insurance policy, including those making provision for the repayment of amounts advanced by the institutions issuing such insurance policy.

(e) The form and other terms of the Obligations, including the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption and number shall be as set forth in the Trust Agreement and are approved.

Section 2. The Obligations are to be sold to the Underwriter pursuant to the terms of the Purchase Contract as such terms are to be determined as provided hereinabove.

Section 3. The forms, terms and provisions of the Purchase Agreement, the Trust Agreement, the Purchase Contract and the Undertaking, in substantially the forms of such documents (including the Obligations and other exhibits thereto) presented at the meeting of the Mayor and City Council at which this Resolution is being adopted are hereby approved, with such final provisions, insertions, deletions and changes as determined as provided hereinabove (including pursuant to the delegation set forth in Section 1(c) of this Resolution), and shall be approved by the Mayor of the City, any other member of the City Council, and, in the case of the Purchase Contract, the Authorized Representatives, the execution of each such document being conclusive evidence of such approval. The Mayor of the City or any other member of the City Council and, in the case of the Purchase Contract, the Authorized Representatives, or the Clerk of the City, where applicable, are hereby authorized and directed, for and on behalf of the City, to execute and deliver and attest or approve the Purchase Agreement, the Trust Agreement, the Purchase Contract and the Undertaking, in each case as necessary and as applicable, and to take all action to carry out and comply with the terms of such documents.

Section 4. The distribution of the Preliminary Official Statement by the Underwriter is approved, and the Official Statement in substantially the form of the Preliminary Official Statement, with such changes or revisions therein from the form of the Preliminary Official Statement as may be approved by the Authorized Representatives, is approved, and the Authorized Representatives are authorized, empowered and directed, in the name and on behalf of the City, to execute and deliver the same to the Underwriter. The Authorized Representatives are

authorized, empowered and directed to execute and deliver instruments confirming that the Preliminary Official Statement is "deemed final" in accordance with the Rule.

Section 5. The Trustee is requested to take any and all action necessary in connection with the execution and delivery of the Purchase Agreement and the Trust Agreement, the sale and execution and delivery of the Obligations and is further authorized and directed to take such action as may be reasonable for the administration of the trusts so held by it.

Section 6. The covenants and agreements contained in the Purchase Agreement as to the pledge of and the lien on revenues from Excise Taxes and State Shared Revenues and the restriction on the issuance of further parity obligations secured by revenues from Excise Taxes and State Shared Revenues are approved and confirmed.

Section 7. The Authorized Representatives and other officers of the City, on behalf of the City, are authorized and directed, without further order of the Mayor and City Council, to do all such acts and things and to execute and deliver all such certificates, proceedings, agreements and other documents as may be necessary or convenient to be executed and delivered on behalf of the City to evidence compliance with, or further the purposes of, all the terms and conditions of this Resolution and the consummation of the transactions contemplated hereby and as may be necessary to carry out the terms and intent of this Resolution.

Section 8. All actions of the officers and agents of the City which conform to the purposes and intent of this Resolution and which further the sale and execution and delivery of the Obligations as contemplated by this Resolution, whether heretofore or hereafter taken, are ratified, confirmed and approved.

Section 9. If any section, paragraph, clause or phrase of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or phrase shall not affect any of the remaining provisions of this Resolution. All orders, resolutions and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, resolution or ordinance or any part thereof.

Section 10. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety, particularly to immediately sell the Obligations to secure the best, available economic terms therefor, and an emergency is hereby declared to exist, and this Resolution will be in full force and effect from and after its passage by the Mayor and City Council and it is hereby excepted from the referendum provisions of the Constitution and laws of the State of Arizona. After any of the Obligations are delivered by the Trustee to the Underwriter and upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the Obligations and the interest and premium, if any, thereon shall have been fully paid, cancelled and discharged.

[Remainder of page left blank intentionally.]

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 20th day of February 2024.

_____
Eric Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Gust Rosenfeld P.L.C., Special Counsel

CERTIFICATION

I, Lucinda J. Aja, the duly appointed and acting City Clerk of the City of Buckeye, Arizona, do hereby certify that the above and foregoing Resolution No. 07-24 was duly passed by the City Council of the City of Buckeye, Arizona, at a regular meeting held on February 20, 2024, and the vote was _____ aye's, _____ nay's, _____ abstained and _____ were absent, and that the Mayor and _____ City Council Members were present thereat.

_____
City Clerk

This Preliminary Official Statement and the information contained herein are subject to completion, amendment or other change without any notice. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

NEW ISSUES – BOOK-ENTRY ONLY **RATINGS: See "RATINGS" herein.**

In the opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona, Special Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming continuing compliance with certain restrictions, conditions and requirements by the City, the portion of each payment made by the City pursuant to the Purchase Agreement, denominated and comprising interest and received by the owners of the Obligations (the "Interest Portion") is excluded from gross income for federal income tax purposes and is exempt from State of Arizona income taxes. The Interest Portion is not an item of tax preference to be included in computing the alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning, 2022. In the opinion of Special Counsel, Interest Portion is exempt from Arizona income taxes. See "TAX EXEMPTION" herein.

DRAFT II
1-29-24

$55,000,000*
CITY OF BUCKEYE, ARIZONA
EXCISE TAX REVENUE OBLIGATIONS, SERIES 2024A

Dated: Date of Delivery *Due:* July 1, as shown on the inside front cover page

The Excise Tax Revenue Obligations, Series 2024A (the "Obligations") will be executed and delivered (i) to finance the costs of the construction by the City of Buckeye, Arizona (the "City") of the Farallon Water Campus project and (ii) to pay costs relating to the execution and delivery of the Obligations. See "THE PROJECT" herein.

Interest on the Obligations will be payable semiannually on each July 1 and January 1, commencing January 1, 2025*. The Obligations will be dated the date of delivery and will be issuable as fully registered obligations without coupons and will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Obligations. Beneficial interests in the Obligations will be available to purchasers in amounts of $5,000 of principal due on a specific maturity date and any integral multiple thereof only under the book-entry only system maintained by DTC through brokers and dealers who are, or act through, DTC Participants (as defined herein). Purchasers will not receive physical certificates. So long as any purchaser is the beneficial owner of an Obligation, such purchaser must maintain an account with a broker or a dealer who is, or acts through, a DTC Participant to receive payment of principal and interest on such Obligations. See APPENDIX G – "BOOK-ENTRY-ONLY SYSTEM" herein.

The Obligations will be subject to redemption prior to their stated maturities as described herein. See "THE OBLIGATIONS – Redemption Provisions" herein.

SEE MATURITY SCHEDULE ON INSIDE FRONT COVER PAGE

The Obligations will be undivided, proportionate interests in the installment payments to be made by the City pursuant to a First Purchase Agreement, to be dated as of March 1, 2024* (the "Purchase Agreement"), between the City and [U.S. Bank Trust Company, National Association], as trustee. The installment payments will be payable from and secured by a first lien on and pledge of revenues from Excise Taxes (as defined herein) and State Shared Revenues (as defined herein) on a parity with the 2015 Refunding Agreement, the 2015 Agreement, the 2016 Agreement and any additional Parity Obligations (each as defined herein) that may be incurred on a parity as provided in the Purchase Agreement. No obligations may be incurred that would have a prior pledge of revenues from Excise Taxes and State Shared Revenues to the installment payments due pursuant to the Purchase Agreement. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS" herein.

THE OBLIGATIONS WILL BE SPECIAL, LIMITED, REVENUE OBLIGATIONS OF THE CITY AND WILL BE PAYABLE SOLELY FROM THE SOURCES DESCRIBED HEREIN. THE OBLIGATIONS WILL NOT BE GENERAL OBLIGATIONS OF THE CITY, THE STATE OF ARIZONA OR ANY POLITICAL SUBDIVISION THEREOF AND THE FULL FAITH AND CREDIT OF THE CITY, THE STATE OF ARIZONA OR ANY POLITICAL SUBDIVISION THEREOF WILL NOT BE PLEDGED FOR THE PAYMENT OF THE OBLIGATIONS.

The Obligations will be offered when, as and if executed and delivered, subject to the approving opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona, Special Counsel, as to validity and tax exemption. Certain matters will be passed upon for the underwriter identified below by its counsel, Ballard Spahr LLP, Phoenix, Arizona. It is anticipated that the Obligations in definitive form will be available for delivery through DTC on or about March 21, 2024*.

This cover page contains only a brief description of the Obligations and the security therefor. It is not a summary of material information with respect to the Obligations. Investors are advised to read this entire Official Statement to obtain information essential to the making of an informed investment decision with respect to the Obligations.

STIFEL

* *Subject to change.*

MATURITY SCHEDULE*

$55,000,000*
CITY OF BUCKEYE, ARIZONA
EXCISE TAX REVENUE OBLIGATIONS, SERIES 2024A

Maturity Date (July 1)	Principal Amount	Interest Rate	Yield	CUSIP®[(1)] No. 118087
2025	$ 1,110,000	%	%	
2026	1,945,000			
2027	2,025,000			
2028	2,105,000			
2029	2,190,000			
2030	2,280,000			
2031	2,370,000			
2032	2,465,000			
2033	2,565,000			
2034	2,665,000			
2035	2,770,000			
2036	2,885,000			
2037	3,000,000			
2038	3,120,000			
2039	3,245,000			
2040	3,370,000			
2041	3,505,000			
2042	3,645,000			
2043	3,795,000			
2044	3,945,000			

* *Subject to change.*

(1) *CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services ("CGS") is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright© 2024 CGS. All rights reserved. CUSIP® data herein is provided by CGS. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, Special Counsel, the Financial Advisor, the Underwriter or their agents or counsel assume responsibility for the accuracy of such numbers.*

CITY OF BUCKEYE, ARIZONA

CITY COUNCIL

Eric Orsborn, *Mayor*

Clay Goodman, Ph.D., *Vice Mayor*

Tony Youngker, *Councilmember*

Jeanine Guy, *Councilmember*

Patrick HagEstad, *Councilmember*

Michelle Hess, *Councilmember*

Craig Heustis, *Councilmember*

CITY ADMINISTRATION

Daniel Cotterman, *City Manager*

David Roderique, *Deputy City Manager*

Doug Sandstrom, *Deputy City Manager*

Javier Setovich, *Deputy City Manager*

Mel Gibson, *Assistant to the City Manager*

William Kauppi, *Chief Financial Officer*

Larry Price, *Special Districts and Debt Manager*

Lucinda J. Aja, *City Clerk*

K. Scott McCoy, Esq., *City Attorney*

FINANCIAL ADVISOR

RBC Capital Markets, LLC
Phoenix, Arizona

SPECIAL COUNSEL

Gust Rosenfeld P.L.C.
Phoenix, Arizona

TRUSTEE

[U.S. Bank Trust Company, National Association]
Phoenix, Arizona

REGARDING THIS OFFICIAL STATEMENT

No dealer, broker, salesperson or other person has been authorized by the City of Buckeye, Arizona (the "City"), RBC Capital Markets, LLC (the "Financial Advisor") or Stifel, Nicolaus & Company, Incorporated (the "Underwriter") to give any information or to make any representations with respect to the Obligations, other than those in this Official Statement, which includes the cover page, the inside front cover page and the appendices hereto, and if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of any offer to buy, and there shall not be any sale of the Obligations by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

The information set forth in this Official Statement has been obtained from representatives of the City and the Arizona Department of Revenue and other sources that are considered to be accurate and reliable and customarily relied upon in the preparation of similar official statements, but such information is not guaranteed as to accuracy or completeness and is not to be construed as the promise or guarantee of the City, the Financial Advisor or the Underwriter.

The Underwriter has provided the following sentence for inclusion in this Official Statement: "The Underwriter has reviewed the information in this Official Statement pursuant to its responsibilities to investors under the federal securities laws, but the Underwriter does not guarantee the accuracy or completeness of such information."

The presentation of information, including tables of receipts from taxes and other sources, shows recent historical information and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. All information, estimates and assumptions contained herein are based on past experience and on the latest information available and are believed to be reliable, but no representations are made that such information, estimates and assumptions are correct, will continue, will be realized or will be repeated in the future. To the extent that any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty, and no representation is made that any of these statements have been or will be realized. All forecasts, projections, opinions, assumptions or estimates are "forward looking statements" that must be read with an abundance of caution and that may not be realized or may not occur in the future. Information other than that obtained from official records of the City has been identified by source and has not been independently confirmed or verified by the City, the Financial Advisor or the Underwriter and its accuracy cannot be guaranteed. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made pursuant hereto will, under any circumstances, create any implication that there has been no change in the affairs of the City or any of the other parties or matters described herein since the date hereof.

None of the City, the Financial Advisor, the Underwriter, counsel to the Underwriter or Special Counsel (as defined herein) are actuaries. None of them have performed any actuarial or other analysis of the City's share of unfunded liabilities of the Arizona State Retirement System and the Arizona Public Safety Personnel Retirement System.

The Obligations will not be registered under the Securities Act of 1933, as amended, or any state securities law, and will not be listed on any stock or other securities exchange. Neither the Securities and Exchange Commission (the "SEC") nor any other federal, state or other governmental entity or agency will have passed upon the accuracy or adequacy of this Official Statement or approved the Obligations for sale.

A wide variety of information, including financial information, concerning the City is available from publications and websites of the City and others. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded. References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such publications and websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of Rule 15c2-12 of the SEC.

The City will undertake to provide continuing disclosure as described in this Official Statement under the heading "CONTINUING DISCLOSURE" and in APPENDIX F – "FORM OF CONTINUING DISCLOSURE CERTIFICATE," all pursuant to Rule 15c2-12 of the SEC.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY ALLOW CONCESSIONS OR DISCOUNTS FROM THE INITIAL PUBLIC OFFERING PRICES OF THE OBLIGATIONS TO DEALERS AND OTHERS, AND THE UNDERWRITER MAY OVERALLOT OR ENGAGE IN TRANSACTIONS INTENDED TO STABILIZE THE PRICES OF THE OBLIGATIONS AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET IN ORDER TO FACILITATE THEIR DISTRIBUTION. SUCH STABILIZATION, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

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OFFICIAL STATEMENT

$55,000,000*
CITY OF BUCKEYE, ARIZONA
EXCISE TAX REVENUE OBLIGATIONS, SERIES 2024A

INTRODUCTORY STATEMENT

This Official Statement, which includes the cover page, the inside front cover page and the appendices hereto, provides certain information concerning the Excise Tax Revenue Obligations, Series 2024A (the "Obligations"), to be executed and delivered in the principal amount indicated hereinabove. The Obligations will be undivided, participating, proportionate interests in installment payments (the "Payments") to be made by the City of Buckeye, Arizona (the "City"), pursuant to a First Purchase Agreement, to be dated as of March 1, 2024* (the "Purchase Agreement"), between the City, as buyer, and [U.S. Bank Trust Company, National Association], in its capacity as trustee (the "Trustee"). The Obligations are being executed and delivered for the purpose of providing funds (i) to finance the costs of the Farallon Water Campus project as described under the heading "THE PROJECT" (the "Project") and (ii) to pay the costs and expenses relating to the execution and delivery of the Obligations. Pursuant to the Purchase Agreement, the Trustee will sell and convey to the City, and the City will buy and accept from the Trustee, the Project.

The Obligations will be executed and delivered pursuant to a First Trust Agreement, to be dated as of March 1, 2024* (the "Trust Agreement"), between the City and the Trustee. Certain of the Trustee's interests under the Purchase Agreement, including, without limitation, the right to receive and collect the Payments and the right to enforce the payment of the Payments, will be held by the Trustee for the benefit of the registered owners of the Obligations. See APPENDIX D – "SUMMARY OF SELECT PROVISIONS OF PRINCIPAL DOCUMENTS" in addition to the information hereinbelow for descriptions of the terms of the Purchase Agreement and the Trust Agreement. See APPENDIX A – "CITY OF BUCKEYE, ARIZONA – GENERAL ECONOMIC AND DEMOGRAPHIC INFORMATION," APPENDIX B – "CITY OF BUCKEYE, ARIZONA – FINANCIAL DATA" and APPENDIX C – "CITY OF BUCKEYE, ARIZONA – AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2023" for information about the City.

The Payments will be payable from and secured by a first lien on and pledge of revenues from Excise Taxes (as defined herein) and State Shared Revenues (as defined herein), on a parity with the payments required pursuant to (i) the Agreement, dated as of May 1, 2015 (the "2015 Refunding Agreement"), executed and delivered by the City in connection with $775,000 outstanding aggregate principal amount of the City's Excise Tax Revenue Refunding Obligations, Series 2015, (ii) the Agreement, dated as of July 1, 2015 (the "2015 Agreement"), executed and delivered by the City in connection with $47,835,000 outstanding aggregate principal amount of the City's Excise Tax Revenue Obligations, Series 2015 and (iii) the Agreement, dated as of April 1, 2016 (the "2016 Agreement"), executed and delivered by the City in connection with $8,945,000 outstanding aggregate principal amount of the City's Excise Tax Revenue Refunding Obligations, Series 2016 (collectively, the "Existing Obligations"), and any additional Parity Obligations (as defined herein) hereafter issued or incurred as provided in the Purchase Agreement.

"Excise Taxes" means all unrestricted transaction privilege (sales) tax, business license and franchise fees, parks and recreation fees and permits and fines and forfeitures which the City imposes; provided that the Mayor and Council of the City may impose other transaction privilege taxes in the future, the uses of revenue from which will be restricted, at the discretion of such Council and which, if so restricted, will not be deemed Excise Taxes for purposes of the Trust Agreement and the Purchase Agreement. Pursuant to Ordinance 04-15, the City imposed an additional 3% tax upon transient lodging. The revenues generated by the additional 3% tax upon transient lodging will not be deemed Excise Taxes for purposes of the Trust Agreement and the Purchase Agreement. In addition, revenues generated by the City from building permits and development impact fees will not be deemed Excise Taxes for purposes of the Trust Agreement and the Purchase Agreement. "State Shared Revenues" means all received amounts of excise taxes,

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* *Subject to change.*

transaction privilege (sales) taxes and income taxes imposed by the State of Arizona (the "State" or "Arizona") or any agency thereof and returned, allocated or apportioned to the City, except the City's share of any such taxes which by State law, rule or regulation must be expended for other purposes, such as motor vehicle fuel taxes. Revenues received by the City from vehicle license taxes charged by the State will not be deemed State Shared Revenues for purposes of the Trust Agreement or the Purchase Agreement.

So long as any amounts due under the Purchase Agreement remain unpaid or unprovided for, the City may not further encumber revenues from Excise Taxes and State Shared Revenues on a basis equal to the pledge for the Purchase Agreement (such obligations, the Existing Obligations and the Purchase Agreement are referred to collectively herein as "Parity Obligations") unless certain requirements are satisfied. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS – Additional Parity Obligations; No Prior Lien Obligations" and, for detail about amounts due pursuant to the 2015 Refunding Agreement, the 2015 Agreement, the 2016 Agreement and the Purchase Agreement, see APPENDIX B – "CITY OF BUCKEYE, ARIZONA – FINANCIAL DATA." The City may not encumber revenues from Excise Taxes and State Shared Revenues on a basis prior to the pledge for the Purchase Agreement.

THE OBLIGATIONS AND THE OBLIGATION OF THE CITY TO MAKE THE PAYMENTS EACH CONSTITUTE A LIMITED OBLIGATION OF THE CITY, AND NEITHER CONSTITUTES A GENERAL OBLIGATION OF THE CITY WITHIN THE MEANING OF THE CONSTITUTION OR LAWS OF THE STATE. THE CITY'S OBLIGATION TO MAKE THE PAYMENTS IS NOT SUBJECT TO ANNUAL APPROPRIATION OR BUDGETING BY THE CITY NOR IS SUCH OBLIGATION SUBJECT TO ANY CONSTITUTIONAL OR STATUTORY LIMITATION ON EXPENDITURES. THE OBLIGATIONS AND THE OBLIGATION OF THE CITY TO MAKE THE PAYMENTS WILL NOT BE SECURED BY THE PROJECT AND NEITHER THE TRUSTEE NOR THE OWNERS OF THE OBLIGATIONS HAVE ANY CLAIM OR LIEN ON THE PROJECT OR ANY PART THEREOF.

Unless and until discontinued, the Obligations will be held in book-entry form by The Depository Trust Company, New York, New York ("DTC"), a registered securities depository, and beneficial interests therein may only be purchased and sold, and payments of principal and interest on the Obligations will be made only to beneficial owners (the "Beneficial Owners"), through participants in the DTC system. Beneficial interests in the Obligations will be available to purchasers in amounts of $5,000 of principal due on a specific maturity date and any integral multiple thereof. So long as Cede & Co. is the registered Owner of the Obligations, as nominee for DTC, references in this Official Statement to "Owner" or registered Owners of the Obligations (other than with respect to the Obligations under the heading "TAX EXEMPTION") shall mean Cede & Co., as aforesaid, and shall not mean the Beneficial Owners of such Obligations. See APPENDIX G – "BOOK-ENTRY-ONLY SYSTEM" herein.

Brief descriptions of the security for the Obligations and of matters related to the City are included in this Official Statement together with a summary of select provisions of the Purchase Agreement and the Trust Agreement. Such descriptions do not purport to be comprehensive or definitive. All references to the Purchase Agreement and the Trust Agreement are qualified in their entirety by reference to such documents, and references herein to the Obligations are qualified in their entirety by reference to the form thereof included in the Trust Agreement, copies of all of which are available for inspection at the designated corporate trust office of the Trustee.

Reference to provisions of Arizona law, whether codified in the Arizona Revised Statutes, or uncodified, or of the Arizona Constitution, are references to those current provisions. Those provisions may be amended, repealed or supplemented.

Neither this Official Statement nor any statement that may have been made orally or in writing in connection herewith is to be considered as, or as part of, a contract with the original purchasers or subsequent owners or beneficial owners of the Obligations.

THE OBLIGATIONS

General Provisions

The Obligations will be dated the date of their initial execution and delivery, and will bear interest payable semiannually on July 1 and January 1 of each year (each an "Interest Payment Date"), commencing on January 1, 2025*, until their maturity date or redemption dates, at the rates set forth on the inside front cover page of this Official Statement. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

As described in APPENDIX G – "BOOK-ENTRY-ONLY SYSTEM," the Obligations, when executed and delivered, will be registered in the name of Cede & Co., as registered owner and nominee of DTC. So long as DTC, or its nominee Cede & Co., is the registered owner of all the Obligations, all payments on the Obligations and notices regarding the Obligations will be made directly to DTC.

Subject to the provisions summarized in APPENDIX G – "BOOK-ENTRY-ONLY SYSTEM," the principal of each Obligation will be payable at the designated office of the Trustee. Interest represented by the Obligations will be paid on each Interest Payment Date by check drawn on the Trustee mailed on or before the Interest Payment Date to the registered owners as shown on the records of the Trustee as of the fifteenth day of the month immediately preceding such Interest Payment Date or, if such date is not a business day, on the next succeeding business day (the "Regular Record Date") or the Trustee may agree with a registered Owner of $1,000,000 or more in aggregate principal amount of the Obligations for another form of payment.

If the Trustee fails to make payments or provision for payment of interest on the Obligations when due on any Interest Payment Date, that interest shall cease to be payable to the registered Owner of such Obligations as of the applicable Regular Record Date, and when moneys become available for payment of that interest, the Trustee shall establish a special record date for the payment of that interest, which shall be at least ten days prior to the proposed interest payment date, and notice of such special record date shall be mailed to each registered Owner at least ten days prior to the special record date.

Each Obligation will accrue interest from the Interest Payment Date next preceding the date of its execution, unless: (i) executed on an Interest Payment Date or after a Regular Record Date but before the following Interest Payment Date, in which case interest accrues from such Interest Payment Date, (ii) executed on the date of initial delivery or prior to January 1, 2025*, in which case interest accrues from its dated date, or (iii) payment of interest is in default, in which case interest is payable from the last date to which interest has been paid or, if none, its dated date.

Redemption Provisions*

Optional Redemption of Obligations. The Obligations maturing before or on July 1, 20__, will not be subject to redemption prior to their stated maturity dates. The Obligations maturing on or after July 1, 20__, will be subject to redemption prior to their stated maturity dates, at the option of the City, in whole or in part on any date on or after July 1, 20__, at the redemption price of the principal amount to be redeemed, plus accrued interest to the date fixed for redemption, without premium.

Manner of Selection for Redemption. The Obligations will be redeemed only in principal amounts of $5,000 each or integral multiples thereof. The City will, at least 45 days prior to the redemption date, notify the Trustee of such redemption date and of the maturities of the Obligations and the principal amount of the Obligations of any such maturity to be redeemed on such date. For the purposes of any redemption of less than all of the Obligations of a single maturity, the particular Obligations or portions of the Obligations to be redeemed shall be selected through the procedures of DTC.

Notice of Redemption. Redemption notices will be sent only to DTC by electronic media, not more than 60 nor less than 30 days prior to the date set for redemption. See APPENDIX G – "BOOK-ENTRY-ONLY SYSTEM." Such notice will state that if, on the specified redemption date, moneys for redemption of all the Obligations to be redeemed together with interest to the date of redemption, is held by the Trustee, then, from and after said date of redemption, interest with respect to the Obligations will cease to accrue and become payable and that if such moneys are not so held, the redemption will not occur.

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* *Subject to change.*

SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS

General

The Obligations will be special, limited, revenue obligations, taking the form of undivided, participating, proportionate interests in the Payments. The obligation of the City to make the Payments will be limited to payment from revenues from Excise Taxes and State Shared Revenues and will in no circumstances constitute a general obligation or a pledge of the full faith and credit of the City, the State or any of its political subdivisions, or require the levy of, or be payable from the proceeds of, any *ad valorem* property taxes.

Under the terms of the Trust Agreement, an irrevocable trust will be administered by the Trustee for the equal and proportionate benefit of the Owners of the Obligations, which trust includes: (1) all right, title and interest of the Trustee in the Purchase Agreement and the right to (a) make claim for, collect or receive all amounts payable or receivable thereunder, (b) bring actions and proceedings thereunder or for the enforcement of such rights, and (c) do any and all other things which the Trustee is entitled to do thereunder; (2) amounts on deposit from time to time in the funds created pursuant to the Trust Agreement; and (3) any and all other property of any kind hereafter conveyed as additional security for the Obligations. The Trust Agreement does not provide for a debt service reserve fund for the Obligations.

Pledge

The Payments will be payable from and secured by a first lien on and pledge of revenues from Excise Taxes and State Shared Revenues on a parity with the payments due pursuant to the Existing Obligations and any additional Parity Obligations.

So long as any amounts due under the Purchase Agreement remain unpaid or unprovided for, the City may not further encumber revenues from Excise Taxes and State Shared Revenues on a basis equal to the pledge for the Purchase Agreement unless certain requirements are satisfied. See "Additional Parity Obligations; No Prior Lien Obligations" below. For detail about amounts due pursuant to the 2015 Refunding Agreement, the 2015 Agreement, the 2016 Agreement and the Purchase Agreement, see APPENDIX B – "CITY OF BUCKEYE, ARIZONA – FINANCIAL DATA."

If at any time the moneys in the funds held for payment of amounts due under the Purchase Agreement or the Trust Agreement are not sufficient to make the deposits and transfers required, any such deficiency will be made up from the first moneys thereafter received and available for such transfers under the terms of the Purchase Agreement and, with respect to payment from revenues from Excise Taxes and State Shared Revenues, *pro rata*, as applicable, with amounts due with respect to the Existing Obligations, the Purchase Agreement and any additional Parity Obligations. Revenues from Excise Taxes and State Shared Revenues in excess of amounts, if any, required to be deposited with or held by the Trustee for payments due under the Purchase Agreement and the Trust Agreement will constitute surplus revenues and may be used by the City for any lawful purpose for the benefit of the City. The City may make such payments from its other funds as permitted by law and as the City determines from time to time, but the Trustee will thereafter have no claim to such other funds. The Purchase Agreement will not terminate so long as any of the Payments are due and owing pursuant to the terms of the Obligations.

Payment of the principal represented by the Obligations will not be secured by the Project, and neither the Trustee nor the Owners of the Obligations have any claim or lien on the Project or any part thereof.

THE PAYMENTS WILL NOT CONSTITUTE AN INDEBTEDNESS OR GENERAL OBLIGATION OF THE CITY NOR WILL THE CITY BE LIABLE FOR THE PAYMENTS FROM AD VALOREM PROPERTY TAXES. PURSUANT TO THE TRUST AGREEMENT, THE OBLIGATIONS WILL BE SPECIAL, LIMITED REVENUE OBLIGATIONS, PAYABLE SOLELY FROM THE PAYMENTS MADE PURSUANT TO THE PURCHASE AGREEMENT. THE OBLIGATIONS WILL NOT BE GENERAL OBLIGATIONS OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF AND WILL NOT REPRESENT OR CONSTITUTE A DEBT OR A DIRECT OR INDIRECT PLEDGE OF THE FULL FAITH AND CREDIT OF THE CITY, THE STATE OR OF ANY POLITICAL SUBDIVISION THEREOF.

Coverage Requirements

To the extent permitted by applicable law, Excise Taxes will be retained and maintained so that the revenues from Excise Taxes and State Shared Revenues, all within and for the most recently completed fiscal year of the City, will be equal to at least two (2) times the Annual Debt Service for the current fiscal year of the City. If revenues from Excise Taxes and State Shared Revenues for any such fiscal year shall not have been equal to at least two (2) times the Annual Debt Service for the current fiscal year of the City or if at any time it appears that revenues from Excise Taxes and State Shared Revenues will not be sufficient to meet such requirements, the City will, to the extent permitted by applicable law, impose new exactions of the type of the excise taxes which will be part of the Excise Taxes or increase the rates for the excise taxes currently imposed fully sufficient at all times, after making allowance for contingencies and errors, in each fiscal year of the City in order that (i) revenues from Excise Taxes and State Shared Revenues will be sufficient to meet all such requirements and (ii) revenues from Excise Taxes and State Shared Revenues will be reasonably calculated to attain the level as required by the first sentence of this paragraph. The amount of State Shared Revenues is determined by provisions of the Arizona Revised Statutes and City has not covenanted to, and has no power to, set or maintain rates or otherwise impose taxes to increase, replace or supplement State Shared Revenues to provide for the payment of the amounts due under the Purchase Agreement or under any other Parity Obligations.

Additional Parity Obligations; No Prior Lien Obligations

Additional Parity Obligations may be incurred but only if revenues from Excise Taxes and State Shared Revenues in the most recently completed fiscal year of the City have amounted to at least two (2) times the Maximum Annual Debt Service. No obligations may be incurred that would have a prior pledge of revenues from Excise Taxes and State Shared Revenues to the Payments.

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EXCISE TAXES AND STATE SHARED REVENUES

Revenues from Excise Taxes and State Shared Revenues will be pledged as security for the Payments due pursuant to the Purchase Agreement, which will be used to pay debt service on the Obligations. The major categories of such revenues are discussed more fully under this heading.

NO ASSURANCES CAN BE GIVEN THAT THE AMOUNT OF STATE SHARED SALES TAXES OR STATE SHARED INCOME TAXES DESCRIBED HEREINBELOW WILL NOT BE REDUCED OR ELIMINATED BY THE STATE LEGISLATURE IN THE FUTURE.

Excise Taxes

City Transaction Privilege (Sales) Tax. The City collects a transaction privilege (sales) tax on a variety of categories of business activity. The City's transaction privilege (sales) tax is levied by the City upon persons on account of their business activities within the City. The amount of taxes due is calculated by applying the tax rate against the gross proceeds of sales or gross income derived from the business activities shown in TABLE 1.

TABLE 1

City Transaction Privilege (Sales) Tax Rates by Category
City of Buckeye, Arizona

Category	City Privilege Tax Rate
Advertising	3.00%
Amusements	3.00
Contracting – Prime	3.00
Contracting – Speculative Builders	3.00
Contracting – Owner Builder	3.00
Feed at Wholesale	3.00
Job Printing	3.00
Manufactured Buildings	3.00
Timbering and Other Extraction	3.00
Severance – Metal Mining	0.10
Publication	3.00
Hotels	3.00
Hotel/Motel (Additional Tax) (a)	3.00
Residential Rental, Leasing, & Licensing for Use	2.00
Commercial Rental, Leasing, & Licensing for Use	2.00
Rental Occupancy	2.00
Rental, Leasing, & Licensing for Use of TPP	3.00
Restaurant and Bars	3.00
Retail Sales	3.00
Retail Sales (Single Item Over $5,000)	1.10
Retail Sales Food for Home Consumption	3.00
Maintenance, Repair, Replace and Alteration (MRRA) Amount	3.00
Communications	4.00
Transporting	3.00
Utilities	3.00
Use Tax Purchases	3.00
Use Tax Purchases (Single Item Over $5,000)	1.10
Use Tax From Inventory	3.00

(a) The City levies an additional 3% transient lodging tax on any hotel, motel, apartment or individual charging for lodging space to any person for less than 30 consecutive days. This tax is restricted by State law to use for visitor and hospitality services. Such amounts are not part of the revenues from Excise Taxes pledged to payment of the Payments.

Source: Arizona Department of Revenue.

The following table shows actual collections of the City's unrestricted transaction privilege (sales) tax by industry classification for fiscal years 2018/19 through and including 2022/23 and budgeted collections for fiscal year 2023/24.

TABLE 2

Transaction Privilege (Sales) Tax Collections by Industry Classification
City of Buckeye, Arizona

	Actual					Budgeted
Industry Classification	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24 *(a)*
Mining	$ 13,057	(6,198)	6,579	884	$ 6,447	$ 6,680
Telecommunications	477,224	507,883	386,175	373,800	421,350	376,942
Utilities	1,948,737	1,590,679	2,131,306	2,270,529	2,317,206	2,385,116
Transportation & Warehouse	(4,600)	202	1,722	10,131	(2,708)	5,949
Construction	13,486,072	17,359,814	23,520,428	26,181,567	31,123,447	29,538,759
Retail	12,844,269	16,517,312	21,609,399	26,042,747	30,126,662	42,611,129
Use Tax Eff. 4-1-23					297,591	
Real Estate Rentals	2,021,740	2,157,073	2,288,130	3,204,597	3,676,984	3,840,146
Restaurants & Bars	2,235,719	2,454,505	3,110,655	3,674,318	4,281,456	4,913,609
Hotels *(b)*	207,460	181,694	295,541	404,246	965,887	511,810
Services, Financial, Insurance	71,932	51,892	41,603	49,827	61,421	57,947
Arts & Entertainment	292,448	274,088	341,891	397,679	403,766	454,914
Total	$33,594,057	$41,088,944	$53,733,428	$62,610,325	$73,679,508	$84,703,000

(a) Budgeted figures are "forward-looking" statements, subject to change upon audit and should be considered with an abundance of caution.

(b) A portion of the City's Hotel/Motel tax is restricted by State statute to use for visitor and hospitality services. The restricted amounts are not part of the revenues from Excise Taxes pledged to payment of the Payments.

Source: Finance Department of the City.

Franchise Fees. The City imposes and collects franchise fees to engage in certain activities within the City and the right to utilize certain City property.

Business Licenses. The City imposes and collects fees for licenses to engage in certain activities within the City and the right to utilize certain City property. Those entities transacting more than one type of business are required to have separate business license for each activity they engage. The City has the authority and ability to set the charge for the business license at whatever rate it determines.

Permits. The City imposes and collects fees for permits to engage in certain activities within the City the right to utilize certain City property.

Parks and Recreation Fees. The City imposes and collects fees for parks and recreation to engage in certain activities within the City and the right to utilize certain City property.

Fines and Forfeitures. The City imposes and collects fines and forfeitures for violations of State laws or City ordinances relating to traffic, parking, animal control and other offenses.

Legislative Ability to Reduce or Prohibit Categories of Excise Taxes

As a result of the passage of SB 1131, effective December 31, 2024, Arizona municipalities, including the City, will be prohibited from levying a tax or fee on the business of renting or leasing real property for residential purposes. Based on a preliminary analysis by the City, this will reduce City excise tax revenues by approximately $1.5 million annually.

State Shared Revenues

State Shared Sales Taxes. Pursuant to statutory formula, cities and towns in Arizona receive a portion of revenues from the State-levied transaction privilege (sales) tax. As TABLE 3 indicates, the rate of taxation on such tax varies among the different types of business activities taxed, with the most common rate being 5.0% of the amount or volume of business transacted.

Currently, the aggregate amount distributed to all Arizona cities and towns is equal to 25% of the "distribution share" of revenues attributable to each category of taxable activity. Each city's or town's allocation of the revenues available to all cities and towns is based on its population relative to the aggregate population of all cities and towns as shown by the latest census. State-levied transaction privilege (sales) taxes are collected by the State and are distributed monthly to cities and towns.

TABLE 3

State Transaction Privilege (Sales) Tax Rates
Taxable Activities and Distribution Base

Taxable Activities	State Tax Rate	Distribution Base	0.60% Education Tax Rate (*a*)	Combined Tax Rate
Transporting	5.000%	20.00%	0.60%	5.600%
Utilities	5.000	20.00	0.60	5.600
Communications	5.000	20.00	0.60	5.600
Private rail car and pipelines	5.000	20.00	0.60	5.600
Publishing	5.000	20.00	0.60	5.600
Printing	5.000	20.00	0.60	5.600
Contracting	5.000	20.00	0.60	5.600
Owner builder sales	5.000	20.00	0.60	5.600
Amusements	5.000	40.00	0.60	5.600
Restaurant and bars	5.000	40.00	0.60	5.600
Personal property rentals	5.000	40.00	0.60	5.600
Retail	5.000	40.00	0.60	5.600
Hotel/motel	5.500	50.00	N/A	5.500
Mining – non-metal, oil/gas	3.125	32.00	N/A	3.125
Mining severance	2.500	80.00	N/A	2.500
Use and use inventory tax	5.000	N/A	0.60	5.600
Medical marijuana	5.000	40.00	0.60	5.600
Adult use marijuana	5.000	40.00	0.60	5.600
Maintenance, repair, replacement or alteration	5.000	40.00	0.60	5.600
Online lodging marketplace	5.500	50.00	N/A	5.500
Remote seller or marketplace	5.000	40.00	0.60	5.600
Jet fuel use tax	*(b)*	N/A	N/A	*(b)*

N/A = Not applicable.

(a) *Represents the State transaction privilege (sales) tax rate approved by voters of the State in November 2000 (the "Education Tax") on certain of the categories of business activity at six-tenths of one percent (0.6%).* ***The Education Tax collections are dedicated exclusively to education and are not distributed to the City or pledged to the payment of debt service with respect to the Obligations. The Education Tax is scheduled to expire on June 30, 2041.***

(b) *Does not include $0.0305 per gallon State tax on the retail sale of jet fuel, which tax is only levied on the first ten million gallons sold to each purchaser in each calendar year.*

Source: Arizona Revised Statutes, Arizona Department of Revenue and the Arizona Secretary of State.

State Shared Income Taxes. Under current State law, Arizona cities and towns are preempted from imposing a local income tax. Cities and towns are, however, entitled by statutory formula to receive typically 18% of the net proceeds of the State's personal and corporate income tax collections for the fiscal year which is two fiscal years prior to the current fiscal year. Distribution of such funds is made monthly based on the proportion of each city's or town's population to the total population of all incorporated cities and towns in the State as determined by the latest census. Reduced economic activity or reductions in the statutory formula share could adversely affect the City's revenues.

Legislation Regarding Withholding of State Shared Revenues. Section 41-194.01, Arizona Revised Statutes, permits the State to withhold from a county, city or town ("Local Jurisdiction") State revenues that would otherwise be shared with Local Jurisdictions.

Under such statute, at the request of one or more members of the State Legislature, the State Attorney General must investigate any ordinance, regulation, order or other official action ("Local Action") adopted or taken by the governing body of a Local Jurisdiction that the legislator alleges violates State law or the State Constitution. The Attorney General must make a written report within 30 days after receipt of the request. The Local Jurisdiction then has 30 days to resolve the violation. If the Attorney General determines that the violation has not been resolved within 30 days, the Attorney General must notify the State Treasurer and the State Treasurer must withhold payment to the Local Jurisdiction of State shared excise taxes otherwise due to the Local Jurisdiction pursuant to Section 42-5029(L), Arizona Revised Statutes and all State shared income taxes otherwise due to the Local Jurisdiction pursuant to Section 43-206(F), Arizona Revised Statutes, until such time as the Attorney General determines that the violation has been resolved. However, the State Treasurer may not withhold any amount that the Local Jurisdiction certifies to the Attorney General and the State Treasurer as being necessary to make deposits or payments for debt service on bonds or other long-term obligations that were issued or incurred before the Local Action occurred.

The City is not aware of any Local Action by the City taken or currently under consideration that does or if taken would violate State law or the State Constitution. State Shared Revenues are pledged to payments due to the Purchase Agreement. The withholding of State Shared Revenues could have a material adverse effect on the payment of principal of and interest on the Obligations during any period of withholding.

Lack of City's Control Over State Shared Sales Tax or State Shared Income Tax Levels; Recent Legislative Changes. From time to time, bills are introduced in, and legislation enacted by, the Arizona Legislature to change the formulas used to allocate State Shared Sales Taxes and State Shared Income Taxes, including proposed adjustments that would reduce the distribution to cities and towns. The possibility of changes in this respect are more likely to be adverse to the City when the State is experiencing financial difficulties. The City cannot determine whether any such measures will become law or how they might affect State Shared Sales Taxes and State Shared Income Taxes, which comprise State Shared Revenues. In addition, initiative measures are circulated from time to time seeking to place on the ballot changes in Arizona law, which would repeal or modify State Shared Sales Taxes and State Shared Income Taxes (a major source of funds for state revenue sharing). The City cannot predict if any such initiative measures will ever actually be submitted to the electors, what form the measures might take or the outcome of any such election.

It should be noted that no assurances can be given that the amount of State Shared Sales Taxes and State Shared Income Taxes will not be reduced or eliminated by the State Legislature in the future. The State Legislature may from time to time eliminate State Shared Sales Taxes and State Shared Income Taxes or may change the amount and timing of payment of State Shared Sales Taxes and State Shared Income Taxes and is under no legal obligation to maintain the amount of State Shared Sales Taxes and State Shared Income Taxes payable to the City at any amount or level. For example, addressing State budgetary deficiencies, adjustments that reduce the distribution of State Shared Sales Taxes could be enacted. Likewise, legislative reductions in State sales or income taxes generally could result in reductions in the amounts distributed to local governments, including the City. Accordingly, the City is unable to covenant to maintain State Shared Sales Taxes or State Shared Income Taxes at any certain level.

As part of the State's fiscal year 2021/22 budget, on June 30, 2021 the then-Governor of the State signed Senate Bill 1828 (SB1828), which will consolidate the State's current four personal income tax rate categories into a single flat rate of 2.5% over a three-year period, beginning after December 31, 2021. Legislative reports produced at the time SB1828 was signed indicate that such a rate consolidation will result in an estimated $1.3 billion or greater annual reduction in income tax receipts by the State, with a concurrent reduction in State Shared Income Taxes for Arizona cities and towns. In order to partially mitigate impacts of the expected loss in State Shared Income Taxes, SB1828

increases, beginning in fiscal year 2023/24, the percentage of Arizona State income taxes shared with cities and towns from 15% to 18%. The City cannot predict what effect the passage of SB1828 will have on its revenues from State Shared Income Taxes.

Set forth in TABLE 4 below are audited collections of Excise Taxes and State Shared Revenues for fiscal years 2018/19 through and including 2022/23 and budgeted collections for fiscal year 2023/24.

TABLE 4

Historical and Budgeted Excise Taxes and State Shared Revenues Collections *(a)*
City of Buckeye, Arizona

	Audited					Budgeted
Category	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24 *(b)*
City Transaction Privilege (Sales) Taxes	$33,594,057	$41,088,944	$53,733,428	$62,610,325	$ 73,845,090	$ 84,703,000
Licenses and Permits	147,173	150,695	178,035	202,300	214,552	231,700
Franchise Fees	3,412,932	3,833,190	3,855,829	4,311,563	4,540,244	4,108,200
Parks and Recreation Fees	1,084,074	647,174	538,695	1,378,430	1,853,699	1,534,000
State-Shared Income Tax	8,289,650	9,617,118	11,378,810	11,787,749	19,219,613	27,169,249
State-Shared Sales Tax *(c)*	6,935,749	7,727,535	9,445,569	12,889,504	14,976,476	15,251,864
Fines and Forfeitures	830,894	745,026	833,398	739,208	1,088,807	955,000
Total:	$ 54,294,529	$ 63,809,682	$ 79,963,764	$ 93,919,079	$ 115,738,481	$ 133,953,013

(a) The Obligations will be secured by a first lien on and pledge of revenues from Excise Taxes and State Shared Revenues. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS."

(b) Budgeted figures are "forward-looking" statements, subject to change upon audit and should be considered with an abundance of caution.

(c) As part of the State's fiscal year 2021/22 budget, Senate Bill 1828 (SB1828) will consolidate the State's current four personal income tax rate categories into a single flat rate of 2.5% over a three-year period, beginning after December 31, 2021. Legislative reports produced at the time SB1828 was signed indicate that such a rate consolidation will result in an estimated $1.3 billion or greater annual reduction in income tax receipts by the State, with a concurrent reduction in State Shared Income Taxes for Arizona cities and towns. In order to partially mitigate impacts of the expected loss in State Shared Income Taxes, SB1828 increases, beginning in fiscal year 2023/24, the percentage of Arizona State income taxes shared with cities and towns from 15% to 18%.

Source: The Finance Department of the City.

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THE PROJECT

The Obligations are being executed and delivered to provide funds to finance the development of the "Farallon Water Campus." The Farallon Water Campus (FWC) project includes installation of three miles of raw water transmission lines and the construction of the first phase of a 20-acre water campus. The first phase of the FWC will include site preparation and security for the full 20 acres and the construction of 2.8 million gallons of storage, 8000 gallons per minute (gpm) of pumping capacity, and the facility's operations center. The Farallon Water Service Area covers nearly 4,900 acres and the project will provide potable water infrastructure to allow for residential, commercial and industrial development in an area that is currently mostly used for agriculture.

Future phases of expansion of the FWC will be dictated by growth and demand in the service area. The FWC site has the capability of adding three additional reservoirs of equal size as the first phase (four-total) and associated booster capacity. The site has space planned for water treatment that may be necessary, the exact type of treatment will be based on well quality resulting from future wells. See APPENDIX A – "GENERAL ECONOMIC AND DEMOGRAPHIC INFORMATION – The City's Water Portfolio and Drought Related Issues" herein for more information concerning the City.

SOURCES AND USES OF FUNDS

Principal Amount	$55,000,000.00*
[Net] Original Issue Premium / Discount	
Total Sources of Funds	
Deposit to Acquisition Fund	
Deposit to Costs of Issuance Fund *(a)*	
Total Uses of Funds	

* *Subject to change.*

(a) Includes compensation and costs of the Underwriter (as defined herein).

ESTIMATED DEBT SERVICE REQUIREMENTS AND COVERAGE

TABLE 5

Schedule of Estimated Debt Service Requirements and Coverage *(a)*
City of Buckeye, Arizona

Fiscal Year	Revenues from Excise Taxes and State Shared Revenues *(b)*	Existing Obligations	Excise Tax Revenue Obligations, Series 2024A*		Total Estimated Annual Debt Service Requirements	Projected Maximum Annual Debt Service Coverage *(d)*
		Debt Service	Principal*	Interest *(c)*		
2022/23	$115,738,481					
2023/24		$5,236,038			$5,236,038	
2024/25		4,430,538	$1,110,000	$2,994,444 *(e)*	8,534,982	
2025/26		4,431,538	1,945,000	2,155,600	8,532,138	
2026/27		4,427,788	2,025,000	2,077,800	8,530,588	
2027/28		4,430,438	2,105,000	1,996,800	8,532,238	
2028/29		4,433,338	2,190,000	1,912,600	8,535,938	
2029/30		4,431,288	2,280,000	1,825,000	8,536,288	
2030/31		4,431,463	2,370,000	1,733,800	8,535,263	
2031/32		4,427,763	2,465,000	1,639,000	8,531,763	
2032/33		4,434,213	2,565,000	1,540,400	8,539,613	13.55x
2033/34		4,434,213	2,665,000	1,437,800	8,537,013	
2034/35		4,427,700	2,770,000	1,331,200	8,528,900	
2035/36		4,429,500	2,885,000	1,220,400	8,534,900	
2036/37		3,554,650	3,000,000	1,105,000	7,659,650	
2037/38		3,557,900	3,120,000	985,000	7,662,900	
2038/39		3,555,150	3,245,000	860,200	7,660,350	
2039/40		3,556,400	3,370,000	730,400	7,656,800	
2040/41		3,556,150	3,505,000	595,600	7,656,750	
2041/42		3,559,150	3,645,000	455,400	7,659,550	
2042/43		3,554,900	3,795,000	309,600	7,659,500	
2043/44		3,558,400	3,945,000	157,800	7,661,200	
2044/45		3,556,800			3,556,800	
		$90,415,313	$55,000,000	$27,063,844	$172,479,157	

* *Subject to change.*

(a) Prepared by Stifel, Nicolaus & Company, Incorporated (the "Underwriter").

(b) The amount of revenues from Excise Taxes and State Shared Revenues used to calculate the coverage requirements is the amount for fiscal year 2022/23. See TABLE 4 – "Historical, Actual and Budgeted Excise Taxes and State Shared Revenues Collections."

As part of the State's fiscal year 2021/22 budget, Senate Bill 1828 (SB1828) will consolidate the State's current four personal income tax rate categories into a single flat rate of 2.5% over a three-year period, beginning after December 31, 2021. Legislative reports produced at the time SB1828 was signed indicate that such a rate consolidation will result in an estimated $1.3 billion or greater annual reduction in income tax receipts by the State, with a concurrent reduction in State Shared Income Taxes for Arizona cities and towns. In order to partially mitigate impacts of the expected loss in State Shared Income Taxes, SB1828 increases, beginning in fiscal year 2023/24, the percentage of Arizona State income taxes shared with cities and towns from 15% to 18%.

(c) Interest on the Obligations is estimated.

(d) Debt service coverage is based on revenues available for debt service (see footnote (b)) compared to the Maximum Annual Debt Service.

(e) The first interest payment on the Obligations is due on January 1, 2025. Thereafter, interest payments will be made semiannually on July 1 and January 1, until maturity or prior redemption. See "THE OBLIGATIONS – Redemption Provisions".*

TAX EXEMPTION

In the opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona, Special Counsel ("Special Counsel"), under existing laws, regulations, rulings and judicial decisions, and assuming continuing compliance with certain restrictions, conditions and requirements by the City as described below, the portion of each payment made by the City pursuant to the Purchase Agreement, denominated and comprising interest and received by the owners of the Obligations (the "Interest Portion") is excluded from gross income for federal income tax purposes. In the opinion of Special Counsel, the Interest Portion is exempt from State income taxes. The opinion of Special Counsel will be dated as of the date of initial delivery of the Obligations. The form of such opinion is included as APPENDIX E – "PROPOSED FORM OF APPROVING LEGAL OPINION" attached hereto.

The Internal Revenue Code of 1986, as amended (the "Code"), imposes various restrictions, conditions and requirements relating to the continued exclusion of the Interest Portion from gross income for federal income tax purposes, including a requirement that the City rebate to the federal government certain of its investment earnings with respect to the Purchase Agreement. The City has covenanted to comply with the provisions of the Code relating to such matters. Failure to comply with such restrictions, conditions and requirements could result in the Interest Portion being included as gross income for federal income tax purposes, under certain circumstances, from the date of delivery. The opinion of Special Counsel assumes continuing compliance with such covenants.

The Code also imposes an "alternative minimum tax" upon certain corporations and individuals. A taxpayer's "alternative minimum taxable income" ("AMTI") is its taxable income with certain adjustments. The Interest Portion is not an item of tax preference to be included in the AMTI. Notwithstanding the preceding sentence, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022.

Although Special Counsel will render an opinion that, as of the delivery date of the Obligations, the Interest Portion is excluded from gross income for federal income tax purposes, the accrual or receipt of interest on the Obligations may otherwise affect a Beneficial Owner's (as defined in APPENDIX G – "BOOK-ENTRY-ONLY SYSTEM") federal tax liability. Certain taxpayers may experience other tax consequences. Taxpayers purchasing the Obligations, including without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain subchapter S corporations, individuals who receive Social Security or Railroad Retirement benefits and taxpayers who have or are deemed to have incurred indebtedness to purchase or carry tax-exempt obligations should consult their tax consultants as to the applicability of such tax consequences to the respective Beneficial Owner. The nature and extent of these other tax consequences will depend upon the Beneficial Owner's particular tax status and the Beneficial Owner's other items of income or deduction. Special Counsel expresses no opinion regarding any such other tax consequences.

Noncompliance with these requirements could cause the Interest Portion to be included in gross income for federal income tax purposes and to be subject to federal and State income taxation retroactive to the date of execution and delivery of the Obligations. The City has covenanted in the Purchase Agreement to take all such actions that may be required of them for the Interest Portion to be and remain excluded from gross income for federal income tax purposes and not take any actions that would adversely affect that exclusion.

The Purchase Agreement and the Obligations are not "private activity bonds," within the meaning of Section 141 of the Code.

Special Counsel's opinions are based on existing law, which is subject to change. Such opinions are further based on factual representations made to Special Counsel as of the date thereof. Special Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Special Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Special Counsel's opinions are not a guarantee of a particular result, and are not binding on the Internal Revenue Service or the courts; rather, such opinions represent Special Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

From time to time, there are legislative proposals in Congress, which, if enacted, or made effective, could alter or amend the federal tax matters referred to above or adversely affect the market value of the Obligations. Any such change that occurs before initial delivery of the Obligations could cause Special Counsel to deliver an opinion substantially different from the form of opinion shown in APPENDIX E – "PROPOSED FORM OF APPROVING LEGAL OPINION." The extent of change in Special Counsel's opinion cannot be determined at this time. It cannot be predicted whether, when or in what form any such proposals would apply to obligations (such as the Obligations) issued prior to enactment or effective date. Prospective purchasers should consult with their own tax advisor regarding any other pending or proposed federal income tax legislation.

Original Issue Discount

The initial public offering prices of the Obligations maturing on July 1, 20__ through and including July 1, 20__ (collectively, the "Discount Obligations"), are less than the respective amounts payable at maturity. As a result, the Discount Obligations will be considered to be issued with original issue discount. The difference between the initial public offering price (assuming it is the first price at which a substantial amount of that maturity of Discount Obligations was sold (the "OID Issue Price")) of the Discount Obligations and the amount payable at maturity of the Discount Obligations will be treated as "original issue discount." With respect to a Beneficial Owner who purchases a Discount Obligation in the initial public offering at the OID Issue Price and who holds the Discount Obligation to maturity, the full amount of original issue discount will constitute interest income which is not includible in the gross income of the Beneficial Owner of the Discount Obligation for federal income tax purposes and Arizona income tax purposes and that Beneficial Owner will not, under present federal income tax law and present Arizona income tax law, realize a taxable capital gain upon payment of the Discount Obligation at maturity.

The original issue discount on each of the Discount Obligations is treated for federal income tax purposes and Arizona income tax purposes as accreting daily over the term of such Discount Obligation on the basis of a constant interest rate compounded at the end of each six-month period (or shorter period from the date of original issue) ending on January 1 and July 1 (with straight-line interpolation between compounding dates).

The amount of original issue discount accreting each period will be added to the Beneficial Owner's tax basis for the Discount Obligation. The adjusted tax basis will be used to determine taxable gain or loss upon disposition of the Discount Obligation. An initial Beneficial Owner of a Discount Obligation who disposes of the Discount Obligation prior to maturity should consult his or her tax advisor as to the amount of the original issue discount accrued over the period held and the amount of taxable gain or loss upon the sale or disposition of the Discount Obligation prior to maturity.

The Code contains certain provisions relating to the accretion of original issue discount in the case of subsequent Beneficial Owners of the Discount Obligations. Beneficial Owners who do not purchase the Discount Obligations in the initial offering at the OID Issue Price should consult their own tax advisors with respect to the tax consequences of the ownership of Discount Obligations.

A portion of the original issue discount that accretes in each year to a Beneficial Owner of a Discount Obligation may result in certain collateral federal income tax consequences as described in "TAX EXEMPTION" herein.

Beneficial Owners of Discount Obligations in states other than Arizona should consult their own tax advisors with respect to the state and local tax consequences of owning Discount Obligations.

Amortizable Premium

The initial public offering prices of the Obligations maturing on July 1, 20__ through and including July 1, 20__ (collectively, the "Premium Obligations") are greater than the amount payable on such Premium Obligations at maturity. An amount equal to the difference between the initial public offering price of a Premium Obligation (assuming that a substantial amount of the Premium Obligations of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial Beneficial Owner of such Premium Obligations. The basis for federal income tax purposes of a Premium Obligation in the hands of such initial Beneficial Owner must be reduced each year by the amortizable obligation premium, although no federal income tax deduction is allowed as a result of such reduction in basis for amortizable obligation premium. Such reduction in basis will increase the

amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Obligation. The amount of premium which is amortizable each year by an initial Beneficial Owner is determined by using such Beneficial Owner's yield to maturity. Beneficial Owners of the Premium Obligations should consult with their own tax advisors with respect to the determination of amortizable obligation premium with respect to the Premium Obligations for federal income tax purposes and with respect to the state and local tax consequences of owning Premium Obligations.

LEGAL MATTERS

The Obligations are to be sold with the understanding that the City will furnish the Underwriter with the approving opinion of Special Counsel addressing legal matters relating to the validity of the Obligations under Arizona law, and with regard to the tax-exempt status of the Interest Portion (see "TAX EXEMPTION"). The signed legal opinion of Special Counsel is dated and premised on the law in effect only as of the date of original delivery of the Obligations and will be delivered to the City at the time of original issuance.

The proposed text of the legal opinion is set forth as APPENDIX E – "PROPOSED FORM OF APPROVING LEGAL OPINION." The legal opinion to be delivered may vary from the text of APPENDIX E if necessary to reflect the facts and law existing on the date of delivery. The opinion will speak only as of its date, and subsequent distribution, by recirculation of this Official Statement or otherwise, should not be construed as a representation that Special Counsel has reviewed or expressed any opinion concerning any matters relating to the Obligations subsequent to the original delivery of the Obligations.

Special Counsel has reviewed the information in the tax caption on the cover page as well as the information under the headings "INTRODUCTORY STATEMENT," "THE OBLIGATIONS," "SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS," "TAX EXEMPTION" and "CONTINUING DISCLOSURE" (except as it relates to compliance with prior undertakings as to which we express no opinion) therein, and in Appendix D – "SUMMARY OF SELECT PROVISIONS OF THE PRINCIPAL DOCUMENTS," Appendix E – "PROPOSED FORM OF APPROVING LEGAL OPINION," and Appendix F – "FORM OF CONTINUING DISCLOSURE UNDERTAKING" but otherwise has not participated in the preparation of this Official Statement and will not pass upon its accuracy, completeness or sufficiency. Special Counsel has neither examined nor attempted to examine nor verify any of the financial or statistical statements or data contained in this Official Statement and will express no opinion with respect thereto.

Certain legal matters will be passed upon for the Underwriter by Ballard Spahr LLP, as counsel to the Underwriter.

From time to time, there are legislative proposals (and interpretations of such proposals by courts of law and other entities and individuals) which, if enacted, could alter or amend numerous matters, both financial and nonfinancial, affecting the operations of municipalities which could have a material effect on the City and could adversely affect the secondary market value or marketability of the Obligations. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to obligations (such as the Obligations) issued prior to enactment.

The legal opinions to be delivered concurrently with the delivery of the Obligations will express the professional judgment of the attorneys rendering the opinion as to the legal issues explicitly addressed therein dated and speaking only as of the date of delivery of the Obligations. By rendering a legal opinion, the provider of the legal opinion does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

LITIGATION

To the knowledge of the City, no litigation or administrative action or proceeding is pending, restraining or enjoining, or seeking to restrain or enjoin, the execution and delivery of the Obligations or the pledge of revenues from Excise Taxes and State Shared Revenues to the payment of the Payments, contesting or questioning the proceedings and authority under which the Obligations have been authorized and are to be sold, executed or delivered, or the validity of the Obligations. An authorized City representative will deliver a certificate to the same effect at the time of the original delivery of the Obligations.

FINANCIAL STATEMENTS

The financial statements of the City for the period ended June 30, 2023, which are included as APPENDIX C – "CITY OF BUCKEYE, ARIZONA – AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2023" of this Official Statement, have been audited by Heinfeld, Meech & Co., P.C. All financial information presented herein should be read in conjunction with the financial statements and accompanying Notes in APPENDIX C. **The City neither requested nor obtained the consent of Heinfeld, Meech & Co., P.C. to include such financial statements and Heinfeld, Meech & Co., P.C. has not reviewed this Official Statement nor performed any procedures subsequent to rendering its opinion on such financial statements.**

THE FINANCIAL STATEMENTS INCLUDED IN APPENDIX C OF THIS OFFICIAL STATEMENT ARE NOT CURRENT AND MAY NOT REPRESENT THE CURRENT FINANCIAL CONDITION OF THE CITY.

CONTINUING DISCLOSURE

The City will covenant for the benefit of the owners of the Obligations to provide certain financial information and operating data relating to the City by not later than February 1 in each year commencing February 1, 2025 (the "Annual Reports"), and to provide notices of the occurrence of certain enumerated events (the "Notices of Listed Events"). The Annual Reports, the Notices of Listed Events and any other document or information required to be filed by the City as such will be filed with the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access System, each as described in APPENDIX F – "FORM OF CONTINUING DISCLOSURE CERTIFICATE." The specific nature of the information to be contained in the Annual Reports and the Notices of Listed Events is also set forth in APPENDIX F – "FORM OF CONTINUING DISCLOSURE CERTIFICATE." These covenants will be made in order to assist the Underwriter in complying with the Securities and Exchange Commission's Rule 15c2-12(b)(5) (the "Rule"). A failure by the City to comply with these covenants must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Obligations in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Obligations and their market price.

The City did not timely file (i) certain of the operating data required to be filed in the annual report for the fiscal year ended June 30, 2019, (ii) the annual report for the fiscal year ended June 30, 2022, with respect to one series of bonds, and (iii) notice of a rating change with respect to certain of the City's outstanding obligations, in each case as required by the terms of the City's existing continuing disclosure undertakings (the "Prior Undertakings"). Remedial filings addressing the foregoing have been completed. The City has implemented procedures to facilitate compliance with the Prior Undertakings, the continuing disclosure undertaking related to the Obligations and future similar continuing disclosure undertakings in all material respects.

UNDERWRITING

The Obligations are being purchased by the Underwriter. The Underwriter has agreed to purchase from the City the Obligations at an aggregate purchase price of $_____ pursuant to an obligation purchase agreement between the City and the Underwriter. The aggregate purchase price reflects compensation to the Underwriter of $_____. The Obligations may be offered and sold to certain dealers (including the Underwriter and other dealers depositing Obligations into investment trusts) at prices lower than the public offering prices stated on the inside cover page hereof, and such public offering prices may be changed, from time to time, by the Underwriter. The Underwriter's obligations are subject to certain conditions precedent, and the Underwriter will be obligated to purchase all of the Obligations if any Obligations are purchased.

RATINGS

S&P Global Ratings, a division of Standard & Poor's Financial Services LLC ("S&P") and Fitch Ratings, Inc. ("Fitch") have assigned ratings of "__" and "__," respectively to the Obligations. Such ratings reflect only the views of S&P and Fitch. An explanation of the significance of a rating assigned by S&P may be obtained at One California Street, 31st Floor, San Francisco, California 94111. An explanation of the significance of a rating assigned by Fitch may be obtained at One State Street Plaza, New York, New York 10004. Such ratings may be revised or withdrawn entirely at any time by S&P or Fitch if, in their respective judgment, circumstances so warrant. Any downward revision or withdrawal of such ratings may have an adverse effect on the market price or marketability of the Obligations. The City will covenant in its continuing disclosure undertaking with respect to the Obligations that it will file notice of any formal change in any rating relating to the Obligations. See "CONTINUING DISCLOSURE" and APPENDIX F – "FORM OF CONTINUING DISCLOSURE CERTIFICATE" herein.

FINANCIAL ADVISOR

RBC Capital Markets, LLC is employed as the Financial Advisor to the City in connection with the execution and delivery of the Obligations. The fees for Financial Advisor are contingent upon the sale, execution and delivery of the Obligations.

The Financial Advisor is not obligated to undertake, and has not undertaken, an independent verification, and does not guarantee or assume responsibility for the accuracy, completeness, or fairness, of the information in this Official Statement.

RELATIONSHIP AMONG PARTIES

Special Counsel has previously represented the Underwriter and the Financial Advisor, and is currently representing the Underwriter and the Financial Advisor, with respect to other financings and has acted or is acting as special counsel with respect to other obligations underwritten by the Underwriter and the Financial Advisor and may do so in the future. Special Counsel also serves and has served as special counsel for one or more of the political subdivisions that the City territorially overlaps. Counsel to the Underwriter has previously acted as special counsel with respect to other obligations underwritten by the Underwriter and may continue to do so in the future if requested.

CONCLUDING STATEMENT

The summaries or descriptions of provisions in the Purchase Agreement and the Trust Agreement contained herein and all references to other materials not purporting to be quoted in full are only brief outlines of certain provisions thereof and do not constitute complete statements of such provisions and do not summarize all the pertinent provisions of such documents.

All projections, forecasts and other information in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the City and the purchasers or holders of any of the Obligations.

The attached APPENDICES A through G are integral parts of this Official Statement and must be read together with all of the foregoing statements.

This Official Statement has been prepared on direction of the City and has been approved by and executed for and on behalf of the City by its authorized representative indicated below.

CITY OF BUCKEYE, ARIZONA

By.....
Chief Financial Officer

APPENDIX A

CITY OF BUCKEYE, ARIZONA – GENERAL ECONOMIC AND DEMOGRAPHIC INFORMATION

The following information regarding the City is provided for background information only. No representation is made as to the relevance of the data to the repayment of the Obligations. The Obligations are payable solely from Payments to be paid by the City under the Purchase Agreement which are secured by a first lien pledge of revenues from Excise Taxes and State Shared Revenues as described under the heading "SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS."

General

The City is located approximately 30 miles from downtown Phoenix, Arizona ("Phoenix"). The original City site was located approximately four miles south of Interstate 10 on State Route 85 where the Gila and Hassayampa Rivers converge. The City was founded in 1888 and incorporated in 1929. The City's municipal boundaries encompass 640 square miles, and the City sits at an elevation above sea level of 888 feet. Not all property within the perimeter boundaries of the City has been annexed into the City. However, over 390 square miles have been annexed into the City.

TABLE A-1

POPULATION STATISTICS

	City of Buckeye	Maricopa County	State of Arizona
2023 Estimate *(a)*	109,729	4,665,020	7,525,113
2020 Census	91,502	4,420,568	7,151,502
2010 Census	50,876	3,817,117	6,392,017
2000 Census	8,497	3,072,149	5,130,632
1990 Census	4,436	2,122,101	3,665,339

(a) Estimate as of July 2023 (data released in December 2023).

Source: Arizona Office of Economic Opportunity and the U.S. Census Bureau.

Municipal Government and Organization

The government of the City is directed by a six-member City Council, Mayor and City Manager. The City provides law enforcement and firefighting services to its residents. The Mayor is elected at-large every four years. There are six districts with City Councilmembers serving staggered four-year terms. The City Council appoints a City Manager who has full responsibility for carrying out City Council policies and administrative operations.

Economy

Employment for the City's residents is provided by agricultural activities, services, education, government and the nearby Palo Verde Nuclear Plant. The Palo Verde Nuclear Plant is located outside the boundaries of the City approximately 20 miles west. The close proximity of the City to the greater Phoenix metropolitan area also provides employment.

The following is a partial list of major employers in the City.

TABLE A-2

MAJOR EMPLOYERS
City of Buckeye, Arizona

Employer	Description	Approximate Number of Employees
Walmart	Retail/Grocery	1,470
State of Arizona	Government	1,020
City of Buckeye	Government	666
Buckeye Elementary School District No. 33	Education	500
Frys Food Stores	Retail/Grocery	480
Clayton Homes	Construction	440
Litchfield Elementary School District No. 79	Education	400
Funko	Distribution	300
The Odyssey Preparatory Academy	Education	190
Liberty Elementary School District No. 25	Education	180

Source: *2022 Arizona COG/MPO Employer Database*, Maricopa Association of Governments. Data accessed January 2024.

The following table illustrates the unemployment rate averages for the City, Maricopa County, the State and the United States of America.

TABLE A-3

UNEMPLOYMENT RATE AVERAGES *(a)*

Calendar Year	City of Buckeye	Maricopa County	State of Arizona	United States of America
2023 *(b)*	4.6%	3.4%	3.9%	3.6%
2022	4.5	3.3	3.8	3.7
2021	6.1	4.6	5.1	5.4
2020	8.1	7.3	7.8	8.1
2019	5.1	4.2	4.9	3.7
2018	5.0	4.1	4.8	3.9

(a) Each year, historical estimates from the Local Area Unemployment Statistics (LAUS) program are revised to reflect new population controls from the Census Bureau, updated input data, and re-estimation. The data for model-based areas also incorporate new seasonal adjustment, and the unadjusted estimates are controlled to new census division and U.S. totals. Sub-state area data subsequently are revised to incorporate updated inputs, re-estimation, and controlling to new statewide totals.

(b) Data through December 2023.

Source: Arizona Office of Economic Opportunity, in collaboration with the U.S. Census Bureau.

Commerce

The following table illustrates the City's sales tax revenue for the fiscal years indicated. Sales Tax Revenue comprises only a portion of the City's revenues from Excise Taxes and State Shared Revenues that will be used to pay debt service on the Obligations. See TABLE 4 – "Historical, Actual and Budgeted Excise Taxes and State Shared Revenues Collections."

TABLE A-4

SALES TAX REVENUE
City of Buckeye, Arizona
($000s omitted)

Fiscal Year	Amount
2022/23	$73,845
2021/22	63,016
2020/21	54,002
2019/20	41,285
2018/19	33,750

Source: The Annual Comprehensive Financial Reports for the City.

The City's Water Portfolio

The City has traditionally relied upon groundwater within its service area as its primary source for water. To meet future demands, the City is working to find water from sources other than groundwater. Currently, the City's water supply comes from approximately thirty (30) wells located across its municipal service area. In addition, the City has an annual allocation through the Central Arizona Project ("CAP") of Colorado River water, a renewable supply, of approximately two thousand seven hundred eighty-six (2,786) acre-feet per year. However, all but 68 acre-feet of the City's allocation of Colorado River water is from the "Non-Indian Agricultural (NIA)" tier of allocable CAP water which is the most junior tier in the CAP system and may be subject to frequent shortages or unavailability. The City also recharges or reuses approximately two thousand five hundred (2,500) acre-feet per year of reclaimed water (also known as effluent) with plans to double the amount of effluent recharged to 5,000 acre-feet per year in fiscal year 2024.

In 1980, the Arizona Groundwater Management Act ("GMA") was placed into law and the Assured Water Supply program was established. The Assured Water Supply program requires landowners/developers of residential subdivisions to demonstrate that there is enough water to support the development and that the water will be "physically, legally and continuously available for the next 100 years." The GMA also requires that the water required to meet demand be primarily a renewable supply rather than groundwater. A renewable supply of water includes water that comes from a source such as rivers and streams, including Colorado River water, or reclaimed water.

On June 1, 2023, Governor Katie Hobbs released the Phoenix Active Management Area Groundwater Model (which includes the area underlying the City) and ADWR's latest study of groundwater conditions across the Phoenix metropolitan area. The results of the groundwater model estimate that over a period of 100 years, approximately 4% of the demand for groundwater in the Phoenix Active Management Area ("AMA") will not be met without further action to achieve the AMA management goal of "safe yield." The release of this study effectively suspends the issuance of new Certificates of Assured Water Supply ("CAWS") for landowners/developers reliant on groundwater by ADWR. Notably, while still "groundwater," water from the Harquahala Water Project will be eligible to still be taken into account by the City with respect to the 100 year supply requirement since the real property included in the Harquahala Water Project is not located in the AMA.

The City currently has existing water resources available to sustain its existing customers and the projected growth for which CAWS have been issued by ADWR. The development projects that currently possess CAWS will support approximately 20,000 permitted lots, which is another 20 to 25 years of growth within the City.

The City is pursuing the acquisition of the "Harquahala Water Project." The Harquahala Water Project consists of the proposed purchase of certain real property with groundwater rights allocated to such real property located in the Harquahala Valley in Maricopa County, Arizona. The groundwater rights proposed to be acquired as part of the Harquahala Water Project consist of five hundred ninety-two thousand five hundred nine-two (592,592) acre-feet of ground water to be withdrawn at the maximum rate of five thousand nine hundred twenty-six (5,926) acre-feet per year over a period of no less than one hundred (100) years from the date of closing of the acquisition of the groundwater rights. An acre-foot of water equals 325,851 gallons of water. The Arizona Department of Water Resources ("ADWR") estimates that an acre-foot of water is typically enough water to supply three residential homes for a year. The Harquahala Water Project will add to the City's existing water portfolio. The City has not yet determined how the water from the Harquahala Water Project will be transported from its current location to the City, but there are several potential alternatives to consider. If the City is able to acquire the Harquahala Water Project, then it will issue approximately $80,000,000 of additional obligations secured by Excise Taxes and State Shared Revenues on parity with the Obligations issued to finance the Farallon Water Campus and any other obligations secured by a pledge of the City's Excise Excise Taxes and State Shared Revenues. The potential issuance of additional obligations to finance the acquisition of the Harquahala Water Project could occur as early as the second quarter of calendar year 2024.

If acquired, the additional water resources supplied from the Harquahala Water Project will supply the City with options to support further growth within the City. These options include making commitments to serve landowners applying for additional CAWS or utilizing the water as a resource to support the City receiving a Designation of Assured Water Supply ("DAWS"). A DAWS would allow the City to determine how water can be utilized locally, rather than forcing future developers to seek a CAWS from ADWR.

Drought Related Issues

As has been widely reported in the media, the southwestern and western regions of the United States, including Arizona, have been in a significant and prolonged period of drought. Such reporting has called into question the availability of water supplies for jurisdictions in Arizona, including the City. Local governments in the Phoenix region obtain water from varied resources, including renewable water supplies from the Salt, Verde and Colorado rivers, groundwater, and stored water credits that are earned through water recharge programs. Runoff from the Salt/Verde River watershed is stored in a series of lakes located in central Arizona that are operated by the Salt River Project ("SRP"). Runoff from the Colorado River watershed is stored in Lake Powell and Lake Mead on the Colorado River, and in Lake Pleasant located in the broader Phoenix metropolitan area and delivered to the major metropolitan and other areas of Arizona through the CAP canal.

The Colorado River system, which provides Arizona with approximately 40 percent of its water supply, has experienced severe drought conditions since 2000. As a result, water levels in Lake Mead, the primary storage reservoir for the Lower Basin states - Arizona, California and Nevada – as well as the entire Colorado River System of reservoirs have been declining. In August 2022, the U.S. Interior Department announced a Level 2a Shortage Condition in calendar year 2023, which reduced Arizona's Colorado River apportionment by 592,000 acre-feet of water. This reduction was approximately 80,000 acre-feet more than the Tier 1 condition announced in 2022 and, in total, represents approximately 21% of the State's total Colorado River water supply, and 9% of the State's total water use. 2023 was the second year of additional shortage declarations by the Interior Department. Under Tier2a shortage conditions, water apportionment is reduced mainly for central Arizona agricultural users and other entities, including the City, with allocations in the NIA tier. The amount and frequency of such reductions cannot be accurately predicted.

Due to a wet winter throughout Arizona and the western United States in 2023, with well above average snowfall in the Colorado River Basin states (Arizona, California, Nevada, New Mexico, Utah, Colorado, Wyoming), renewable water resources have been partially replenished. According to SRP, as of mid-July 2023, the SRP watershed reservoirs were 94% full compared to 65% in the prior year. Overall, the Colorado River water supply was up over 4 million acre-feet throughout the Basin states, with Lake Powell's water level increasing by 68 feet (a 37% increase), and Lake Mead's water level increasing by 17 feet (a 9% increase) as of July 2023. Based on the combination of favorable

basin-wide hydrology and conservation efforts across the Basin states, reservoir contents have improved to the point that in August 2023, the U.S. Interior Department announced a Tier 1 shortage reduction for 2024, reinstating the previous 80,000 acre-feet allocation that was reduced in 2022. .

While long-term drought still exists in the western United States, the Climate Prediction Center, comprised of the National Center for Climate Prediction, the National Weather Service, and the National Oceanographic and Atmospheric Administration, declared in June of 2023 the warm El Niño phase of the Pacific Ocean climate pattern had emerged, with a 54% chance of a strong El Niño and 84% chance of a moderate El Niño weather pattern for the rest of 2023 and into Winter 2024. El Niño typically brings weather events into California, Arizona, and the southwest with large amounts of rain or snow.

The federal government has recently taken actions designed to address certain of the effects of drought in the western half of the United States. These steps include (1) allocation of historic funding amounts to the U.S. Bureau of Reclamation for the rebuilding of critical water infrastructure and water conservation programs in the West, and (2) efforts to resolve issues among the Basin states regarding current and future allocations of available Colorado River water. On April 12, 2023, the Bureau of Reclamation issued a Draft Supplemental Environmental Impact Statement (Draft SEIS) relating to proposed federal actions to reduce Colorado River allotments in the event that California, Arizona, and Nevada were unable to reach an agreement by May 30, 2023. To avoid federal government action, California, Arizona, and Nevada created a "Lower Basin Plan" (the "Plan"), which included tier-based water use reductions among the states. While the states have yet to finalize where water reductions will occur in each state, the Plan requests federal compensation from the Inflation Reduction Act for three-quarters of the water reduction, or 2.3 million acre-feet, which could amount to as much as $1.0 to $1.2 billion in federal funds to support the irrigation districts, cities, and tribes that voluntarily cut their water usage. The states' agreed-upon reduction, when combined with cuts tied to federal payments, is designed to amount to a 13% reduction of the states' total water use in the Lower Colorado River Basin. Given the majority of the City's CAP water is the most junior NIA tier, the City is not currently a party to any water reduction agreement as part of the Plan.

The City has adopted a Drought Management Plan to help relieve any stress caused by water shortages. This plan is broken down in four phases, all with different levels of cutbacks, and based on the level of water demand versus the level of water production. Water reductions are tiered from 5% to 40%, with the City Manager having authority to declare or rescind the Drought Management Plan. Currently, the City has not implemented any part of the Drought Management Plan.

It is not possible for the City to make any representation regarding the extent to which further drought or water supply issues could cause reduced economic activity within the boundaries of the City.

Cybersecurity Risks

The City, like other public and private entities, relies on computer and other digital networks and systems to conduct its operations. As a recipient and provider of personal, private or other electronic sensitive information, the City may be the subject of cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized remote access to the City's systems for the purposes of misappropriating assets or information or causing operational disruption or damage, or demanding ransom for restored access to files or information. The City has never had a major cyber breach or a breach that resulted in a financial loss. No assurance can be given that the City's current efforts to manage cyber threats and security, including policies, procedures, and training will, in all cases, be successful. The City cannot predict what future cyber security events may occur and what impact said events could have on its operations or finances.

APPENDIX B

CITY OF BUCKEYE, ARIZONA – FINANCIAL DATA

The following information regarding the City is provided for background information only. No representation is made as to the relevance of the data to the repayment of the Obligations. The Obligations are payable solely from Payments to be paid by the City under the Purchase Agreement which are secured by a first lien pledge of revenues from Excise Taxes and State Shared Revenues as described under the heading "SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS."

TABLE B-1

Current Year Statistics (For Fiscal Year 2023/24)
City of Buckeye, Arizona

General Obligation Bonds Outstanding	None *(a)*
Excise Tax Revenue and State Shared Revenue-Secured Obligations Outstanding and to be Outstanding	$ 112,555,000 **(b)*
Water and Sewer Revenue Obligations Outstanding	120,256,548
Improvement District Obligations Outstanding	3,869,000

* *Subject to change.*

(a) The City is considering holding a general obligation bond election in November 2024. If approved the proceeds of such bonds are expected to be used to finance general governmental improvements, including a road extension, construction of a fire station, park and library improvements and training and support facilities for Police and Fire services.

(b) Includes the Obligations.

STATEMENTS OF BONDED INDEBTEDNESS

General Obligation Bonds Outstanding
City of Buckeye, Arizona

Total General Obligation Bonds Outstanding	None *(a)*

(a) The City is considering holding a general obligation bond election in November 2024. If approved the proceeds of such bonds are expected to be used to finance general governmental improvements, including a road extension, construction of a fire station, park and library improvements and training and support facilities for Police and Fire services.

TABLE B-2

Excise Tax Revenue and State Shared Revenue Obligations Outstanding and to be Outstanding *(a)*
City of Buckeye, Arizona

Issue Series	Original Amount	Purpose	Final Maturity Date (July 1)	Balance Outstanding and to be Outstanding
2015 Ref	$ 6,565,000	Refunding	2024	$ 775,000
2015	51,260,000	Water system acquisition and improvements	2045	47,835,000
2016 Ref	12,620,000	Refunding	2036	8,945,000
Total Excise Tax Revenue and State Shared Revenue Debt Outstanding				$ 57,555,000
Plus: The Obligations				55,000,000 *
Total Excise Tax Revenue and State Shared Revenue Debt Outstanding and to be Outstanding				$ 112,555,000 *

* *Subject to change.*

(a) The City anticipates the issuance of additional Parity Obligations during fiscal year 2023/24.

TABLE B-3

Water and Sewer Revenue Obligations Outstanding
City of Buckeye, Arizona

Issue Series	Original Amount	Purpose	Final Maturity Date (July 1)	Balance Outstanding
2010 *(a)*	$ 12,000,000	Water and wastewater system improvements	2029	$ 1,829,793
2013A *(a)*	3,617,450	Water system improvements	2032	1,891,019
2013B *(a)*	7,370,000	Water system improvements	2032	3,262,257
2013C *(a)*	5,065,000	Water system improvements	2032	1,778,225
2015 *(a)*	761,000	Water system improvements	2034	447,251
2015	250,000	Wastewater system improvements	2044	250,000
2020 *(a)*	108,582,332	Water and wastewater system improvements	2044	93,528,701
2021 *(a)(b)*	18,750,000	Water and wastewater system improvements	2041	17,269,302
Total Water and Sewer Revenue Obligations Outstanding				$ 120,256,548

(a) Represents the City's financial obligation to the Water Infrastructure Finance Authority of Arizona ("WIFA") pursuant to the respective WIFA Loan Agreement.

(b) The original amount was increased from $13,000,000 to $18,750,000 on July 25, 2023.

TABLE B-4

Improvement District Obligations Outstanding
City of Buckeye, Arizona

The City has the following special assessment obligations outstanding payable from collection of special assessments within the area included in the respective improvement district (collectively, the "Improvement District Bonds").

Issue Series	Original Amount	Purpose	Final Maturity Date (January 1)	Balance Outstanding
2009	$ 2,545,000	Jackrabbit Trail Sanitary Wastewater Improvement District	2029	$ 159,000
2018	5,285,000	Roosevelt Street Improvement District	2038	3,710,000
Total Improvement District Obligations Outstanding				$ 3,869,000

Under Arizona law, the City is required to enforce collection of the installments of such special assessments through sales of the assessment liens upon delinquency. If there are no purchasers at the lien sale, the City is required to "buy in" the liens and to pay the delinquency amount from the City's general fund. Thus the City is the contingent guarantor of the Improvement District Bonds and will become the contingent guarantor of any future, similar bonds.

Other Indebtedness
City of Buckeye, Arizona

The City currently has no other capital lease-purchase agreements, installment purchase agreements or similar obligations outstanding or unpaid.

Source: City Finance Department.

GENERAL FUND

Below are the City general fund revenues, expenditures and changes in fund balance for the audited fiscal years 2018/19 through and including 2022/23 and budgeted fiscal year 2023/24. **See "SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS" for a description of the source of payment for the Obligations. This information is not intended to indicate that the Obligations will be payable from any source other than described under such heading or to indicate future or continuing trends of the financial affairs of the City.**

TABLE B-5

	Audited					Budgeted
	2018/19 *(a)*	2019/20	2020/21	2021/22	2021/22	2023/24 *(b)*
REVENUES						
Taxes:						
Sales taxes	$ 33,553,978	$ 41,085,190	$ 53,733,428	$ 62,610,325	$ 73,362,148	$ 84,703,000
Property taxes *(c)*	8,026,209	8,616,105	9,772,512	10,931,379	12,123,020	13,452,162
Franchise fees	3,412,932	3,833,190	3,855,829	4,311,563	4,540,244	4,136,200
Intergovernmental	18,196,197	20,501,125	33,821,220	38,404,532	39,221,090	47,936,502
Fines and forfeitures	830,894	745,026	833,398	739,208	1,088,807	955,000
Licenses and permits	13,112,110	13,970,428	21,252,799	19,437,671	17,539,972	19,781,700
Charges for services	3,075,109	2,776,749	2,663,031	4,221,972	4,975,159	5,525,200
Investment earnings	2,096,223	2,336,296	(330,516)	(5,466,290)	2,858,894	1,359,251
Other	1,711,864	1,571,760	868,879	2,421,503	518,980	669,300
TOTAL REVENUES	$ 84,015,516	$ 95,435,869	$ 126,470,580	$ 137,611,863	$ 156,228,314	$ 178,518,315
EXPENDITURES						
Current:						
General government	$ 16,543,196	$ 16,312,648	$ 16,894,419	$ 23,611,042	$ 24,335,295	$ 45,604,448
Public safety	33,413,182	34,606,611	36,827,164	42,333,064	49,228,100	58,037,669
Highway and streets	-	-	-	-	-	
Culture and recreation	5,003,349	4,939,492	4,551,648	6,623,934	8,326,459	9,329,445
Public works	3,725,915	3,661,521	3,846,971	4,671,457	6,441,821	10,548,253
Development Services	3,575,236	4,436,942	5,433,221	6,656,235	6,709,548	12,926,742
Economic Development	-	-	-	-		-
Engineering	2,471,120	2,748,197	3,379,335	4,897,151	6,851,891	5,328,667
Debt service:						
Principal retirements	1,326,400	701,000	732,000	1,910,400	698,800	5,721,000
Interest and fiscal charges	553,815	524,067	493,306	426,915	371,339	350,603
Issuance costs of long-term debt	-	-	-	-	-	-
Capital outlay	8,756,727	3,040,736	1,846,422	5,294,187	9,468,230	52,170,998
TOTAL EXPENDITURES	$ 75,368,940	$ 70,971,214	$ 74,004,486	$ 96,424,385	$ 112,431,483	$ 200,017,825
Excess of revenues over (under) expenditures	$ 8,646,576	$ 24,464,655	$ 52,466,094	$ 41,187,478	$ 43,796,831	$ (21,499,510)
Other financing sources (uses):						
Transfers in	$ 1,213,000	$ 726,894	$ 1,812,562	$ -	$ 1,778,741	$ 6,950,000
Transfers out	(2,381,596)	(7,512,369)	(10,612,871)	(28,965,186)	(29,388,339)	(61,615,547)
Prior period adjustment	-	-	-	-		-
Total Other financing sources (uses)	$ (1,168,596)	$ (6,785,475)	$ (8,800,309)	$ (28,965,186)	$ (27,609,598)	$ (54,665,547)
Fund balance at beginning of year	$ 28,839,764	$ 36,317,744	$ 53,996,924	$ 97,662,709	$ 109,885,001	$ 125,000,000
Fund balance at end of year	$ 36,317,744	$ 53,996,924	$ 97,662,709	$ 109,885,001	$ 126,072,234	$ 48,834,943

* *Subject to change.*

(a) During the fiscal year ended June 30, 2018, the City made an adjustment to prior period Transaction Privilege (Sales) Tax accrual, reclassified certain debt service payments from the Highway Users Revenue Fund to the General Fund, and reclassified certain funds per the Governmental Accounting Standards Board ("GASB") Statement No. 54. Thus, the General Fund balance as of July 1, 2018 was restated by $1,374,597.

(b) Budgeted figures are "forward-looking" statements, subject to change upon audit and should be considered with an abundance of caution.

(c) The City is aware of the Class Action judgement in Qasimyar vs. Maricopa County (Maricopa County Superior Court, No. TX2016-000882) which will be issued by the end of 2023. This ruling follows a remand from the

Arizona Court of Appeals. In 2021, the Arizona Court of Appeals made a ruling that will retroactively impact the property taxes collected in 2015-2021. Specifically, the Court held that under A.R.S. § 42-13302(A)(2), any transition from a Class 3 (primary residence) to a Class 4 (non-primary residence or rental), or vice versa, was a "change in use". As this ruling substantially altered the calculation of certain Limited Property Values (LPV) during those years, all taxing districts within Maricopa County, including the City will be impacted. The Maricopa County Assessor's Office will be submitting to the Maricopa County Treasurer's Office approximately one-million resolutions applicable to Tax Years 2015-2021 for the entire County. The County Treasurer anticipates starting the processing mid-2024. As a result of the anticipated judgment, the Maricopa County Assessor's Office will be submitting property resolutions with updated Limited Property Values (increases and/or decreases) which will be used to recalculate property taxes, resulting in the taxpayer/property owner receiving a refund (most situations) or an increase to future taxes. When a resolution results in a taxpayer refund, each taxing district, including the City, will contribute to the refund in proportion to their tax levy/rate. The exact financial impact to each taxing district, including the City, will not be known until after the resolutions have been processed. However, taxing districts including the City, should expect a reduction in funds when planning the Fiscal Year 2024-25 Budget. In Fiscal Year 2022-2023, the City collected $12.1 million in property tax revenues, out of total general fund revenues of $156.2 million, or 7.7% of total revenues. The City cannot reasonably determine the impact of likely tax refunds as such information has not yet been made available by Maricopa County or determined by the City.

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RETIREMENT SYSTEM

Pension and Retirement Plans

The City contributes to the cost-sharing Arizona State Retirement System ("ASRS") and the multiple-employer Public Safety Personnel Retirement System ("PSPRS"). Benefits are established by State statute and, depending on the plan, provide retirement, death, long-term disability, survivor and health insurance premium benefits. Both the City and each covered employee contribute in the case of each plan. The City also participates in the City of Buckeye Firefighters' Relief and Pension Fund discussed in "Firefighters' Relief and Pension Fund" below.

ASRS and PSPRS have reported increases in their unfunded liabilities. The increases in unfunded liabilities is expected to result in increased future annual contributions by the City and its employees; however the specific impact on the City's and its employees' future contributions cannot be determined at this time. The City has implemented a PSPRS Pension Funding Policy under which it is the plan and objective of the City to fully satisfy the PSPRS unfunded liability by July 1, 2036.

GASB adopted Statement Number 68, Accounting and Financial Reporting for Pensions, which requires that cost-sharing employers report their "proportionate share" of a plan's net pension liability in their government-wide financial statements and that the cost-sharing employer's pension expense component include its proportionate share of the system's pension expense, the net effect of annual changes in the employer's proportionate share and the annual differences between the employer's actual contributions and its proportionate share. GASB's Statement No. 67, Financial Reporting for Pensions, is designed to improve financial reporting by state and local governmental pension plans.

See Note 12 in APPENDIX C – "CITY OF BUCKEYE, ARIZONA – AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2023" for information about the plans based on GASB's Statements Nos. 67 and 68. Please refer to APPENDIX C for more specific information about the plans. In the case of any difference between what is here versus what is in APPENDIX C, the latter supersedes the former.

The Arizona State Retirement System. ASRS is a multiple-employer defined benefit pension plan, a multiple-employer defined benefit health insurance premium benefit plan, and a multiple-employer defined benefit long-term disability plan for approximately 600,000 Arizona public employees including qualified employees of the State, municipal governments, counties and K-12 education agencies. As of June 30, 2023, the unfunded liability for ASRS was $18.45 billion with a funding ratio of 73.1% and an assumed earning rate of 7.0%. As of June 30, 2023, the City reported a liability of $40,266,919 for its proportionate share of the net pension liability under ASRS. Pursuant to State statute, the contribution rate for the employer (the City) and active members of ASRS are equal. For fiscal year 2024/25, the actuarially determined contribution rate for the City and active members of ASRS is 12.27% (12.12% for retirement and health insurance and 0.15% for long-term disability).

The table below shows recent actuarially determined contribution rates that the active ASRS members and the City are/were required to contribute, the plan's funded status and the pension contributions under ASRS for the current and past four fiscal years.

Fiscal year ended	Retirement and Health Insurance Premiums	Long-term Disability	Total Contribution Rate	Funded Status	Pension Contributions
June 30, 2025	12.12%	0.15%	12.27%	unavailable	unavailable
June 30, 2024	12.14	0.15	12.29	unavailable	unavailable
June 30, 2023	12.03	0.14	12.17	73.1%	$4,336,617
June 30, 2022	12.22	0.19	12.41	72.7	3,673,218
June 30, 2021	12.04	0.18	12.22	71.5	3,002,683

The Public Safety Personnel Retirement System. PSPRS is an agent multiple-employer defined benefit pension plan and an agent multiple employer defined benefit health insurance premium benefit plan that covers public safety personnel who are regularly assigned to hazardous duties for which the Arizona State Legislature establishes active plan members' contribution rates and member benefits. This is not a "pooled" system – a separate account exists for the police and fire employees of each participating political subdivision. In total, there are 265 individual plans in PSPRS. Each plan has its own financial condition, funding status, etc. which varies greatly across the system.

A 2016 amendment to the State constitution ("Prop 124") created an exception to the prohibition in the Constitution against diminishing or impairing public retirement system benefits by allowing for certain adjustments to PSPRS and preserved the State's legislature ability to modify public retirement benefits. Prop 124 allowed for, among other things, the replacement of permanent benefit increases then required by law with COLA (defined below) provisions tied to the regional consumer price indexes.

PSPRS active membership is comprised of three separate "tiers" based on date of hire which are shown in the following table.

"Tier 1" Members	"Tier 2" Members	"Tier 3" Members
Hired into PSPRS position before January 1, 2012	Hired into PSPRS position on or after January 1, 2012 and before July 1, 2017	Hired into PSPRS position on or after July 1, 2017

The different tiers have different types of plans. Tier 1 members have a defined benefit plan, Tier 2 members have a defined benefit or defined benefit hybrid plan and Tier 3 members have a defined contribution, defined benefit or define benefit hybrid plan. (The hybrid plan is a pension with an additional defined contribution tax-deferred retirement savings account for Tier 2 and Tier 3 members who do not contribute to Social Security). For Tier 1 and Tier 2 members, the type of plan is determined automatically. For Tier 3 members the type of plan is an irrevocable career choice with a default to a defined benefit plan after 90 days. The actuarially determined employer contribution rate varies among the different tiers and the different types of plans as shown in the tables below.

Fire

	Fiscal Year Ended				
	6/30/2025	6/30/2024	6/30/2023	6/30/2022	6/30/2021
Contribution Rates*					
Tier 1 Defined Benefit Employer	22.85%	20.58%	19.84%	23.16%	21.30%
Tier 1 Defined Benefit Employee	7.65%	7.65%	7.65%	7.65%	7.65%
Tier 2 Defined Benefit Employer (a)	22.85%	20.58%	19.84%	23.16%	21.30%
Tier 2 Defined Benefit Employee (a)(b)	11.65%	11.65%	11.65%	11.65%	11.65%
Tier 3 Defined Benefit Employer (a)(c)	14.23%	12.85%	14.18%	17.26%	14.41%
Tier 3 Defined Benefit Employee (a)	8.89%	9.56%	9.94%	9.94%	9.94%
Tier 3 Defined Contribution Employer (c)	16.07%	13.89%	15.09%	17.20%	14.88%
Tier 3 Defined Contribution Employee	10.73%	10.60%	10.85%	9.88%	10.41%
Pension Funded Status	N/A	N/A	90.0%	93.6%	92.8%
Health Funded Status	N/A	N/A	120.5%	119.9%	115.1%
Total City (Employer) Pension and Health Contribution	N/A	N/A	$2,788,286	$3,110,839	$2,509,204

Police

	Fiscal Year Ended				
	6/30/2025	6/30/2024	6/30/2023	6/30/2022	6/30/2021
Contribution Rates*					
Tier 1 Defined Benefit Employer	28.23%	30.09%	31.39%	31.58%	29.82%
Tier 1 Defined Benefit Employee	7.65%	7.65%	7.65%	7.65%	7.65%
Tier 2 Defined Benefit Employer (a)	28.23%	30.09%	31.39%	31.58%	29.82%
Tier 2 Defined Benefit Employee (a)(b)	11.65%	11.65%	11.65%	11.65%	11.65%
Tier 3 Defined Benefit Employer (a)(c)	22.47%	24.94%	26.75%	27.33%	24.17%
Tier 3 Defined Benefit Employee (a)	8.89%	9.56%	9.94%	9.94%	9.94%
Tier 3 Defined Contribution Employer (c)	24.31%	25.98%	27.66%	27.27%	24.64%
Tier 3 Defined Contribution Employee	10.73%	10.60%	10.85%	9.88%	10.41%
Pension Funded Status	N/A	N/A	74.3%	71.9%	70.2%
Health Funded Status	N/A	N/A	132.5%	123.2%	128.7%
Total City (Employer) Pension and Health Contribution	N/A	N/A	$4,076,430	$2,775,259	$2,697,266

* Sum of the Pension and Health insurance premium benefit contribution rates.

(a) Does not include additional contribution percentage of 3% associated with defined benefit ("DB") members additionally participating in the defined contribution ("DC") plan. Employer rate is 4% for Tier 2 members for a period of time depending on the individual's membership date.

(b) Tier 2 employees contribute a maximum of 11.65%, but statutory requirements dictate only 7.65% is applied toward employer costs.

(c) The amortization of unfunded liabilities for Tier 1 and Tier 2 is applied to the payroll for employees in all tiers, including Tier 3, on a level percent basis.

Statutory Changes and Court Decisions Regarding PSPRS. PSPRS is operated under the umbrella of the Public Safety Personnel Retirement System and the Public Safety Personnel Retirement System Board of Trustees. Since 2011 there have been various retirement program modifications designed to mitigate the increasing unfunded liabilities in the program. Some of these modifications were enacted by the Arizona Legislature and other changes (like Prop 124) were implemented by voter approved amendments to the State Constitution. Additionally, in some instances, modifications enacted by the Arizona Legislature were reversed based on the outcome of successful court challenges. Substantively, the modifications have included changes to contribution rates, retirement criteria, funding horizons, retirement benefits and post-retirement benefit increase calculations.

Potential Future State Legislation Affecting ASRS and PSPRS. Bills are frequently introduced at sessions of the State Legislature that, if enacted, could impact the administration of the ASRS and PSPRS and the eligibility, timing and payment of benefits from such plans. The City is unable to determine whether any such bills will be enacted into legislation or in what form such legislation may be enacted and what the impact of any such legislation may be.

Other Post-Employment Retirement Benefits

During the year ended June 30, 2018, the City implemented the provisions of GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* ("GASB 75"). The City is required to report the actuarially accrued cost of post-employment benefits, other than pension benefits ("OPEB"), such as health and life insurance for current and future retirees. GASB 75 addresses reporting by governments that provide OPEB by measuring and recognizing net assets or liabilities, deferred outflows of resources, deferred inflows of resources, and expenses/expenditures related to OPEB provided through defined benefit OPEB plan. Please refer to APPENDIX C of

the Official Statement which includes the City's audited financial statements and specifically "Note 1. Summary of Significant Accounting Policies."

The City's employees, their spouses and survivors may be eligible for certain retiree health care benefits under health care programs provided by the State. Employees on long-term disability and their spouses also may qualify for retiree health care benefits through the State. Such individuals may obtain the health care benefits offered by the State by paying 100% of the applicable health care insurance premium, net of any subsidy provided by the State. The benefits are available to all retired participants in the State's health care program. The City does not make payments for OPEB costs for such retirees.

Please see Note 12 in APPENDIX C of the Official Statement for further discussion of the City and its OPEB.

Firefighters' Relief and Pension Fund. The City of Buckeye Volunteer Firefighters' Relief and Pension Fund is a defined contribution pension plan administered by the City and a board of trustees for the City's volunteer firefighters.

A defined contribution pension plan provides pension benefits in return for services rendered, provides an individual account for each participant, and specifies how contributions to the individual's account are to be determined instead of specifying the amount of benefits the individual is to receive. According to state statute, a volunteer firefighter who has served for 25 years or more or has reached 60 years of age and has served 20 years or more shall be eligible to receive a monthly retirement not to exceed $150 per month, as determined by the board of trustees. Such pension, if paid, may be increased or decreased in amount, or discontinued at the discretion of the board of trustees. Pension and relief benefits may only be paid from the income of the trust fund.

However, a firefighter who leaves the service without being eligible for retirement benefits is entitled to all previous deductions from his salary plus interest at a rate determined by the board of trustees. As established by state statute, in lieu of another acceptable pension plan, all volunteer firefighters must participate in the pension plan from the date they enter service.

The State of Arizona is required by statute to contribute a portion of the annual tax received on fire insurance premiums. During the fiscal year ended June 30, 2023, there were no contributions made.

No pension provision changes occurred during the year that affected the required contributions made by the City or its volunteer firefighters. The Firefighters' Relief and Pension Fund held no securities of the City or other related parties during the fiscal years or as of the close of the fiscal year.

Governmental Accounting Standards Board

GASB adopted Governmental Accounting Standards Board Statement Number 68, *Accounting and Financial Reporting for Pensions* ("GASB 68"), which, beginning with fiscal years starting after June 15, 2014, requires cost-sharing employers to report their "proportionate share" of the plan's net pension liability in their government-wide financial statements. GASB 68 also requires that the cost-sharing employer's pension expense component include its proportionate share of the system's pension expense, the net effect of annual changes in the employer's proportionate share and the annual differences between the employer's actual contributions and its proportionate share. See Note 12 in APPENDIX C – "CITY OF BUCKEYE, ARIZONA – AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2023" for further discussion of the City and its pension liability.

New Reporting Requirements. GASB Statement No. 67, Financial Reporting for Pension Plans, An Amendment of GASB Statement No. 25, is designed to improve financial reporting by state and local governmental pension plans. This statement replaces the requirements of Statements No. 25, Financial Reporting for Defined Benefit Pension Plans and Note Disclosures for Defined Contribution Plans, and No. 50, Pension Disclosures, as they relate to pension plans that are administered through trusts or equivalent arrangements that meet certain criteria.

APPENDIX C

CITY OF BUCKEYE, ARIZONA –

AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2023

The following audited financial statements are for the fiscal year ended June 30, 2023. These are the most recent audited financial statements available to the City. THESE FINANCIAL STATEMENTS ARE NOT CURRENT AND MAY NOT REPRESENT THE CURRENT FINANCIAL CONDITION OF THE CITY.

The City neither requested nor obtained the consent of Heinfeld, Meech & Co., P.C. to include such financial statements and Heinfeld, Meech & Co., P.C. has not reviewed this Official Statement nor performed any procedures subsequent to rendering its opinion on such financial statements.

APPENDIX D

SUMMARY OF SELECT PROVISIONS OF PRINCIPAL DOCUMENTS

DEFINITIONS OF CERTAIN TERMS

In addition to the terms defined elsewhere herein, the following terms shall, for all purposes of the Trust Agreement and the Purchase Agreement have the following meanings:

"Acquisition Fund" means the fund of that name established pursuant to the Trust Agreement.

"Annual Debt Service" means the amount to be paid in any fiscal year of the City with respect to the Parity Obligations for payment of principal and interest requirements.

"Certificate of Completion" means the notice of completion, filed with the Trustee by the City Representative, stating that the Project has been substantially completed.

"City Representative" means the City Manager, the City Chief Financial Officer or any other person authorized by the City Manager or the Mayor and Council to act on behalf of the City with respect to this Trust Agreement.

"Completion Date" means the date on which the Certificate of Completion is filed with the Trustee by the City Representative.

"Costs of Issuance Fund" means the fund of that name established pursuant to the Trust Agreement.

"Defeasance Obligations" means, to the extent permitted by law (1) cash, (2) non-callable direct obligations of the United States of America ("Treasuries"), or (3) evidences of ownership of proportionate interests in future interest and payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, or (4) any combination thereof.

"Delivery Costs" means all items of expense directly or indirectly payable by or reimbursable to the City or the Trustee relating to the sale and execution and delivery of the Purchase Agreement, this Trust Agreement and the Obligations, including but not limited to filing and recording costs, settlement costs, printing costs, reproduction and binding costs, initial fees and charges of the Trustee, financing discounts, legal fees and charges, insurance fees and charges, financial and other professional consultant fees, costs of rating agencies for credit ratings, fees for execution, transportation and safekeeping of the Obligations and charges and fees in connection with the foregoing.

"Depository Trustee" means any bank or trust company, which may include the Trustee, designated by the City, with a combined capital and surplus of at least Fifty Million Dollars ($50,000,000) and subject to supervision or examination by federal or State authority.

"Event of Default" means an event of default under the Purchase Agreement as described under the subheading "THE PURCHASE AGREEMENT – Remedies Upon Default."

"Maximum Annual Debt Service" means the greatest Annual Debt Service in any fiscal year of the City.

"Outstanding" refers to Obligations issued in accordance with this Trust Agreement, excluding: (i) Obligations which have been exchanged or replaced, or delivered to the Trustee for credit against a mandatory redemption installment; (ii) Obligations which have been paid; (iii) Obligations which have become due and for the payment of which moneys have been duly provided to the Trustee; and (iv) Obligations for which there have been

irrevocably set aside with a Depository Trustee sufficient moneys or obligations permitted by the Purchase Agreement bearing interest at such rates and with such maturities as will provide sufficient funds to pay the principal of and premium, if any, and interest on such Obligations, provided, however, that if any such Obligations are to be redeemed prior to maturity, the City shall have taken all action necessary to redeem such Obligations and notice of such redemption shall have been duly mailed in accordance with the proceedings under which such Obligations were issued or irrevocable instructions so to mail shall have been given to the Trustee.

"Owner" or any similar term, when used with respect to an Obligation means the person in whose name such Obligation shall be registered.

"Payment Fund" means the fund of that name established pursuant to the Trust Agreement.

"Permitted Investments" means any investment permitted by Section 35-323, Arizona Revised Statutes, as amended, or any successor provision thereto.

THE TRUST AGREEMENT

The following, in addition to the information under the headings "INTRODUCTORY STATEMENT" and "SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS," is a summary of certain provisions of the Trust Agreement to which document, in its entirety, reference is hereby made for a more complete description of its terms.

Acquisition Fund and Costs of Issuance Fund. The Acquisition Fund and the Costs of Issuance Fund will be established by the Trustee from which the Trustee will pay the costs to finance the New Project and pay Delivery Costs, respectively. On the earlier of June 1, 2023*, or when all Delivery Costs have been paid, the Trustee will transfer any amounts remaining in the Costs of Issuance Fund to the Payment Fund. Amounts in the Acquisition Fund will be used to pay principal of and interest on the Obligations if insufficient funds are otherwise available to make such payments when due. On the Completion Date, all remaining moneys in the Acquisition Fund shall be transferred to the Payment Fund and applied by the Trustee to the Payments due from the City on the next succeeding Interest Payment Date.

Payment Fund. The Payment Fund will also be established by the Trustee. The moneys in the Payment Fund will be applied by the Trustee solely to pay principal of and premium, if any, and interest with respect to on the Obligations.

Separate Funds. Moneys and investments properly paid into and held in the funds established under the Trust Agreement will not be subject to the claims of the owners of the obligations associated with any of the other Parity Obligations, and the Owners of the Obligations shall have no claim or lien upon any moneys or investments properly paid into and held in the funds and accounts established under the proceedings for any of the other Parity Obligations.

Protection of Lien. The Trustee and the City will agree not to make or create or suffer to be made or created any assignment or lien having priority or preference over the assignment and lien of the Trust Agreement and that no obligations the payment of which is secured by a superior or equal claim on or interest in property or revenues pledged will be issued or delivered by either except in lieu of, or upon transfer of registration or exchange of, any Obligation.

Investments Authorized; Allocation of Earnings. Upon order of the City, moneys held by the Trustee will be invested and re-invested in Permitted Investments having the highest yield reasonably obtainable. The Trustee may purchase from, or sell to, itself or any affiliate, as principal or agent, investments and may invest in funds to which the Trustee or any of its affiliates provide services as an investment advisor. The Trustee may act as purchaser or agent in the making or disposing of any investment.

Any income, profit or loss on such investments will be deposited in or charged to the respective funds from which such investments were made, and any interest on any deposit of funds will be deposited in the fund from which

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* *Subject to change.*

such deposit was made, except as otherwise provided. At the direction of the City, any such income, profit or interest will be applied if necessary to pay any rebate due with respect to the Obligation pursuant to the Code.

Appointment of the Trustee. The City will maintain as the Trustee a bank or trust company with a combined capital and surplus of at least $50,000,000, and subject to supervision or examination by federal or State authority so long as any of the Obligations are Outstanding. If such bank or trust company publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority, then the combined capital and surplus of such bank or trust company will be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

Liability of the Trustee; Standard of Care. Except with respect to its authority and power generally and authorization to execute the Trust Agreement, the recitals of facts, covenants and agreements in the Trust Agreement and the Obligations will be taken as statements, covenants and agreements of the City, and the Trustee will assume no responsibility for the correctness of the same, or make any representations as to the validity or sufficiency of the Trust Agreement or the Obligations or will incur any responsibility in respect thereof, other than in connection with the duties or obligations in the Trust Agreement or in the Obligations assigned to or imposed upon it. Prior to the occurrence of an Event of Default, or after the timely cure of an Event of Default, the Trustee will perform only such duties as are specifically set forth in this Trust Agreement. After the occurrence of an Event of Default, the Trustee will exercise such of the rights and powers vested in it, and use the same degree of care and skill in such exercise, as a prudent indenture trustee would exercise under the circumstances in the conduct of the its own.

Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company shall be eligible as described hereinabove, shall be the successor to the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Protection and Rights of the Trustee. The Trustee will be protected and will incur no liability in acting or proceeding in good faith upon any document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of the Trust Agreement, and the Trustee will be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such document, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee will not be bound to recognize any person as an Owner of any Obligation or to take any action at the request thereof unless such Obligation will be deposited with the Trustee and satisfactory evidence of the ownership of such Obligation will be furnished to the Trustee. The Trustee may consult with counsel with regard to legal questions, and the opinion of such counsel will be full and complete authorization and protection in respect of any action taken or suffered by it in good faith.

Whenever in the administration of its duties under the Trust Agreement, the Trustee deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action thereunder, such matter (unless other evidence in respect thereof be specifically prescribed) will be deemed to be conclusively proved and established by the certificate of the appropriate representative of the City and such certificate will be full warranty to the Trustee for any action taken or suffered under the provisions of the Trust Agreement upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The Trustee may become the Owner of the Obligations with the same rights it would have if it were not the Trustee; may acquire and dispose of other bonds or evidence of indebtedness of the City with the same rights it would have if it were not the Trustee; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Obligations, whether or not such committee shall represent the Owners of the majority in principal amount of the Obligations then Outstanding.

The Trustee will not be answerable for the exercise of any discretion or power under the Trust Agreement or for anything whatever in connection with the funds established thereunder, except only for its own willful misconduct or negligence.

No provision in the Trust Agreement will require the Trustee to risk or expend its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers.

The Trustee will not be required to take notice or be deemed to have notice of an Event of Default, except for nonpayment of amounts due under the Trust Agreement or the Purchase Agreement, unless the Trustee has actual notice thereof or is specifically notified in writing of such default by the City or the Owners of at least twenty-five percent (25%) in aggregate principal amount of the Obligations then Outstanding.

The will from time to time, as agreed upon between the City and the Trustee, pay to the Trustee reasonable compensation for its services, including an hourly rate based fee after an Event of Default and will reimburse the Trustee for all its advances and expenditures, including but not limited to advances to, and reasonable fees and expenses of, independent appraisers, accountants, consultants, counsel, agents and attorneys-at-law or other experts employed by it in the exercise and performance of its powers and duties.

Removal of the Trustee. The Trustee may be removed by the City (if not in default) or by the Owners of a majority in aggregate principal amount of the Obligations.

The Trustee may also resign effective upon the appointment of a successor the Trustee by the City.

Amendments Permitted. The Trust Agreement and the Purchase Agreement may be modified or amended at any time by a supplemental or amending agreement which will become effective upon the written consent of the Owners of a majority in aggregate principal amount of the Obligations then Outstanding, exclusive of certain disqualified Obligations. No such modification or amendment will (1) extend or have the effect of extending the fixed maturity of any Obligation or reducing the interest rate with respect thereto or extending the time of payment of interest, or reducing the amount of principal thereof or reducing any premium payable upon redemption thereof, without the express consent of the Owner of such Obligation, or (2) reduce or have the effect of reducing the percentage of Obligations required for the affirmative vote or written consent to an amendment or modification of the Trust Agreement or the Purchase Agreement, or (3) modify any of the rights or obligations of the Trustee without its written assent thereto.

The Trust Agreement and the Purchase Agreement may be modified or amended at any time by a supplemental or amending agreement, without the consent of any Owners, but only (1) to provide for additions or modifications to the Project, (2) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power reserved in the Trustee (for its own behalf) or the City, (3) to secure additional revenues or provide additional security or reserves for payment of the Obligations, (4) to comply with the requirements of any state or federal securities laws or the Trust Indenture Act of 1939, as from time to time amended, if required by law or regulation lawfully issued thereunder, (5) to provide for the appointment of a successor trustee pursuant to the terms hereof, (6) to preserve the exclusion of the interest on the Obligations from gross income for purposes of federal or State income taxes and to preserve the power of the City to continue to issue bonds or other obligations the interest on which is likewise exempt from federal and State income taxes, (7) to cure, correct or supplement any ambiguous or defective provision in the Trust Agreement and Purchase Agreement, (8) to facilitate the incurrence of the additional Parity Obligations, (9) with respect to rating matter, or (10) in regard to questions arising thereunder, as the parties thereto may deem necessary or desirable and which will not adversely affect the interests of the Owners of the Obligations. Any such supplemental or amending agreement will become effective upon execution and delivery by the parties thereto.

Procedure for Amendment With Written Consent of Obligation Owners. A copy of the proposed supplemental or amending agreement, together with a consent request, must be mailed to each Owner of an Obligation, but failure to mail copies of such supplemental or amending agreement and request does not affect the validity of the supplemental or amending agreement when assented to by a majority in principal amount of the Obligations then Outstanding (exclusive of Obligations then disqualified). The supplemental or amending agreement will not become effective until the required Owners have consented and the Trustee has mailed notice to the Owners of the Obligations stating in substance that such supplemental or amending agreement has been consented to by the Owners of the required percentage of Obligations and will become effective (but failure to mail copies of said notice shall not affect the validity of such supplemental or amending agreement or consents thereto).

Disqualified Obligations. Obligations owned or held by or for the account of the City or by any person directly or indirectly controlled by, or under direct or indirect common control with the City (except any Obligations held in any pension or retirement fund) will not be deemed Outstanding for the purpose of any vote, consent, waiver or other action or any calculation of Outstanding Obligations provided for in the Trust Agreement, and will not be entitled to vote upon, consent to, or take any other action provided therein.

No Liability of the City for the Trustee Performance. The City will have no obligation or liability to any of the other parties or to the Owners with respect to the performance by the Trustee of any duty imposed upon it under the Trust Agreement

Remedies Upon Default; No Acceleration. If an Event of Default shall happen, then and in each and every such case during the continuance of such Event of Default, the Trustee may, or upon request of the Owners of a majority in aggregate principal amount of the Obligations then Outstanding and receiving indemnity satisfactory to it shall, exercise one or more of the remedies granted pursuant to the Purchase Agreement; provided, however, that notwithstanding anything in the Trust Agreement or in the Purchase Agreement to the contrary, there will be no right under any circumstances to accelerate the maturities of the Obligations or otherwise to declare any of the Payments not then past due or in default to be immediately due and payable.

Application of Funds. All moneys received by the Trustee pursuant to any right given or action taken pursuant to the provisions of the Trust Agreement or the Purchase Agreement shall be applied by the Trustee in the order following, in the case of the Obligations, upon presentation of the several Obligations, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid:

First, to the payment of the fees, costs and expenses of the Trustee and then of the Obligation Owners in declaring such Event of Default, including reasonable compensation to its or their agents, attorneys and counsel and

Second, to the payment of the whole amount then owing and unpaid with respect to the Obligations and, with interest on the overdue principal and installments of interest at the rate of twelve percent (12%) per annum (but such interest on overdue installments of interest shall be paid only to the extent funds are available therefor following payment of principal and interest and interest on overdue principal, as aforesaid), and in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid with respect to the Obligations, then to the payment of such principal and interest without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest.

Institution of Legal Proceedings. If one or more Events of Default shall happen and be continuing, the Trustee in its discretion may, and upon the written request of the Owners of a majority in aggregate principal amount of the Obligations then Outstanding, and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of the Owners of Obligations by a suit in equity or action at law for the specific performance of any covenant or agreement contained in the Trust Agreement.

Power of the Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, it will have full power, in the exercise of its discretion for the best interests of the Owners of the Obligations, with respect to the continuance, or disposal of such action; provided, however, that the Trustee will not discontinue, or otherwise dispose of any litigation, without the consent of a majority in aggregate principal amount of the Obligations Outstanding.

Limitation on Obligation Owners' Right to Sue. No Owner of any Obligation will have the right to institute any action, for any remedy, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default; (b) the Owners of at least a majority in aggregate principal amount of all the Obligations then Outstanding shall have made written request upon the Trustee to exercise the powers granted or to institute such action, in its own name; (c) said Owners shall have tendered to the Trustee reasonable indemnity; and (d) the Trustee shall have not complied with such request for a period of sixty (60) days.

No one or more Owners of Obligations will have any right in any manner whatever by their action to enforce any right under the Trust Agreement, except in the manner therein provided, and all proceedings with respect to an

Event of Default will be pursued in the manner therein provided and for the equal benefit of all Owners of the Outstanding Obligations.

The right of any Owner of any Obligation to receive payment of said Owner's proportionate interest in the Payments as the same become due, or to institute suit for the enforcement of such payment, will not be impaired or affected without the consent of such Owner.

Defeasance. If and when all Outstanding Obligations shall be paid and discharged in any one or more of the following ways:

(a) by paying or causing to be paid the principal of and interest and redemption premium, if any, with respect to all Obligations Outstanding, as and when the same become due and payable;

(b) by depositing with a Depository Trustee, in trust for such purpose, at or before maturity, money which, together with the amounts then on deposit in the Payment Fund is fully sufficient to pay or cause to be paid all Obligations Outstanding, including all principal, interest and redemption premium; or

(c) by depositing with a Depository Trustee, in trust for such purpose, any Defeasance Obligations which are non-callable in such amount as shall be certified to the Trustee and the City by a national firm of certified public accountants acceptable to the Trustee and the City, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit in the Payment Fund together with the interest to accrue thereon, to pay and discharge or cause to be paid and discharged all Obligations (including all principal, premium and interest) at their respective maturity dates or prior redemption;

notwithstanding that any Obligations shall not have been surrendered for payment, all obligations of the Trustee and the City with respect to all Outstanding Obligations will cease and terminate, except only the obligation of the Trustee to pay or cause to be paid, from funds deposited pursuant to paragraphs (b) or (c) above and paid to the Trustee by the Depository Trustee, to the Owners of the Obligations not so surrendered and paid all sums due with respect thereto, and in the event of deposits pursuant to paragraphs (b) or (c), the Obligations will continue to represent direct and proportionate interests of the Owners thereof in such funds.

If any Obligation or portion thereof will not mature within sixty (60) days of the deposit referred to in paragraphs (b) or (c) above, the Trustee shall give notice of such deposit by first class mail to the Owners.

No Payment or Obligation may be so provided for based on redemption prior to maturity unless the Trustee has mailed irrevocable notice of redemption for such Obligations or the City has given the Trustee irrevocable instructions to redeem such Obligations.

THE PURCHASE AGREEMENT

The following, in addition to the information under the headings "INTRODUCTORY STATEMENT" and "SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS," is a summary of certain provisions of the Purchase Agreement to which document, in its entirety, reference is hereby made for a more complete description of its terms.

Payments. The obligation of the City to make the Payments will be limited to amounts from revenues from Excise Taxes and State Shared Revenues. The City will receive a credit against amounts due with respect to the Payments equal to any amounts held and available in the Payment Fund.

The obligation of the City to make the Payments from the sources described and to perform and observe the other agreements contained in the Purchase Agreement will be absolute and unconditional and will not be subject to any defense or any right of set-off, abatement, counterclaim, or recoupment arising out of any breach of the Trustee of any obligation to the City or otherwise, or out of indebtedness or liability at any time owing to the City by the Trustee. Until such time as all of the Payments shall have been fully paid or provided for, the City (i) will not suspend or discontinue the Payments, (ii) will perform and observe all other agreements contained in the Purchase Agreement, and (iii) will not terminate the Purchase Agreement for any cause.

Providing for Payment. The City may provide for the payment of any of the Payments in any one or more of the following ways:

(a) by paying such Payment as and when the same becomes due and payable at its scheduled due date or on a date on which it can be prepaid;

(b) by depositing the with a Depository Trustee, in trust for such purposes, money which, together with the amounts then on deposit with the Trustee and available for such Payment is fully sufficient to make, or cause to be made, such Payment at its scheduled due date or on a date on which it can be prepaid; or

(c) by depositing with a Depository Trustee, in trust for such purpose, any Defeasance Obligations which are non-callable, in such amount as shall be certified by a national firm of certified public accountants acceptable to the City as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit with the Trustee and available for such Payment, to make, or cause to be made, such Payment at its scheduled due date or on a date on which it can be prepaid.

Upon any partial payment of a Payment resulting in a partial payment of redemption of Obligations, each installment of interest which shall thereafter be payable as a part of the subsequent Payments shall be reduced, taking into account the interest rate or rates on the Obligations remaining outstanding after the partial payment or redemption of Obligations from the proceeds of such payment so that the interest remaining payable as a part of the subsequent Payments shall be sufficient to pay the interest on such outstanding Obligations when due.

Default; Remedies Upon Default.

(a) (i) Upon (A) the nonpayment of the whole or any part of any of the amounts due pursuant to the Purchase Agreement (including the Payments) at the time when the same are to be paid as provided in the Purchase Agreement or the Trust Agreement, (B) the violation by the City of any other covenant or provision of the Purchase Agreement or the Trust Agreement, (C) the occurrence of an event of default with respect to any of the Existing Obligations or any additional Parity Obligations, or (D) the insolvency or bankruptcy of the City as the same may be defined under any law of the United States of America or the State of Arizona, or any voluntary or involuntary action of the City or others to take advantage of, or to impose, as the case may be, any law for the relief of debtors or creditors, including a petition for reorganization, and

(ii) if such default has not been cured (A) in the case of nonpayment of such amounts as required under the Purchase Agreement or the Trust Agreement on the due date, or the nonpayment of the payments on their due dates with respect to any of the Existing Obligations or any additional Parity Obligations, (B) in the case of the breach of any other covenant or provision of the Trust Agreement or the Purchase Agreement not cured within sixty (60) days after notice in writing from the Trustee specifying such default; and (C) in the case of any default under any of the Existing Obligations or any additional Parity Obligations, after any notice and passage of time provided for under the proceedings under which such obligations were issued then,

(iii) subject to the limitations of the Trust Agreement, the Trustee may take whatever action at law or in equity, including the remedy of specific performance, may appear necessary or desirable to collect such amounts payable by the City under the Trust Agreement or the Purchase Agreement then due (but not the Payments and such other amounts accruing), or to enforce performance and observance of any pledge, obligation, agreement, or covenant of the City under the Trust Agreement or the Purchase Agreement and with respect to revenues from Excise Taxes and State Shared Revenues, without notice and without giving any bond or surety to the City or anyone claiming under the City, have a receiver appointed of the amounts of revenues from Excise Taxes and State Shared Revenues which are pledged to the payment of amounts due thereunder, with such powers as the court making such appointment shall confer (and the City will irrevocably consent to such appointment); provided, however, that under no circumstances may the Payments be accelerated.

The obligations of the City under the Purchase Agreement, including, without limitation, its obligation to pay the Payments, will survive any action brought, and the City will continue to pay the Payments and perform all other obligations provided in the Purchase Agreement; provided, however, that the City will be credited with any amount received by the Trustee.

APPENDIX E

PROPOSED FORM OF APPROVING LEGAL OPINION

[Closing Date]

[U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION]
PHOENIX, ARIZONA

Re: Excise Tax Revenue Obligations, Series 2024A Evidencing Proportionate Interests of the Owners Thereof in Purchase Payments to be Made by the City of Buckeye, Arizona to U.S. Bank Trust Company, National Association, as Trustee, Dated the Date Hereof

We have examined the transcript of proceedings (the "Transcript") relating to the initial execution and delivery by U.S. Bank Trust Company, National Association, as trustee (the "Trustee") of the Excise Tax Revenue Obligations, Series 2024A (the "Obligations"), pursuant to a First Trust Agreement, dated as of March 1, 2024* (the "Trust Agreement"), by and between the Trustee and the City of Buckeye, Arizona (the "City"). Each of the Obligations is an undivided, participating, proportionate interest in certain payments to be made by the City pursuant to a First Purchase Agreement, dated as of March 1, 2024* (the "Purchase Agreement"), by and between the Trustee and the City to finance certain projects for the City. In addition, we have examined such other proceedings, proofs, instruments, certificates and other documents as well as such other materials and such matters of law as we have deemed necessary or appropriate for the purposes of the opinions rendered herein below.

In such examination, we have examined originals (or copies certified or otherwise identified to our satisfaction) of the foregoing and have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to the original documents of all documents submitted to us as copies and the accuracy of the statements contained in such documents. As to any facts material to our opinion, we have, when relevant facts were not independently established, relied upon the aforesaid documents contained in the Transcript. We have also relied upon the opinions of the City Attorney delivered even date herewith as to the matters provided therein.

Based upon such examination of the Transcript, we are of the opinion that, under the law existing on the date of this opinion:

1. The Obligations, the Trust Agreement and the Purchase Agreement are legal, valid, binding and enforceable in accordance with their respective terms, except that the binding effect and enforceability thereof and the rights thereunder are subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws in effect from time to time affecting the rights of creditors generally; except to the extent that the enforceability thereof and the rights thereunder may be limited by the application of general principles of equity and, as to the Trust Agreement, except to the extent that the enforceability of the indemnification provisions thereof may be affected by applicable securities laws.

2. The obligations of the City pursuant to the Purchase Agreement with respect to payment of principal and interest with respect to the Obligations are solely from the revenues and other moneys pledged and assigned pursuant to the Trust Agreement to secure such payments. Those revenues and other moneys include payments required to be made by the City pursuant to the Purchase Agreement, and the obligation of the City to make those payments is secured by a limited pledge of revenues from "Excise Taxes" and "State Shared Revenues" as described in, and provided by, the Purchase Agreement. Such payments are not secured by an obligation or pledge of

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* *Subject to change.*

any moneys raised by taxation other than the specified taxes; the Obligations do not represent or constitute a debt or pledge of the general credit of the City and the Purchase Agreement, including the obligation of the City to make the payments required thereunder, does not represent or constitute a debt or pledge of the general credit of the City.

3. Under existing laws, regulations, rulings and judicial decisions, the portion of each payment made by the City pursuant to the Purchase Agreement, denominated and comprising interest and received by the owners of the Obligations (the "Interest Portion") is excluded from gross income for the purpose of calculating federal income taxes and is exempt from State of Arizona income taxes. The Interest Portion is not an item of tax preference to be included in computing the alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code (as defined herein)) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022. The Obligations are not private activity bonds within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"). We express no opinion regarding other federal tax consequences arising with respect to either the Purchase Agreement or the Obligations.

The Code imposes various restrictions, conditions and requirements relating to the continued exclusion of the Interest Portion from gross income for federal income tax purposes, including a requirement that the City rebate to the federal government certain of the investment earnings with respect to the to the Purchase Agreement. Failure to comply with such restrictions, conditions and requirements could result in the Interest Portion being included as gross income for federal income tax purposes from their date of issuance. The City has covenanted to comply with the restrictions, conditions and requirements of the Code necessary to preserve the tax-exempt status of the Obligations. For purposes of this opinion we have assumed continuing compliance by the City with such restrictions, conditions and requirements.

As to questions of fact material to our opinion, we have relied upon, and assumed due and continuing compliance with the provisions of, the proceedings and other documents, and have relied upon certificates, covenants and representations furnished to us without undertaking to verify the same by independent investigation, including, without limitation, those with respect to causing the Interest Portion to be and remain excluded from gross income for federal income tax purposes.

GUST ROSENFELD P.L.C.

APPENDIX F

FORM OF CONTINUING DISCLOSURE CERTIFICATE

$55,000,000*
CITY OF BUCKEYE, ARIZONA
EXCISE TAX REVENUE OBLIGATIONS, SERIES 2024A
(CUSIP Base No. 118087)

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this "*Disclosure Certificate*") is undertaken by the City of Buckeye, Arizona (the "*City*") in connection with the execution and delivery of $55,000,000* aggregate principal amount of Excise Tax Revenue Obligations, Series 2024A (the "*Obligations*"). The Obligations are being executed and delivered pursuant to a First Trust Agreement, dated as of March 1, 2024* (the "*Trust Agreement*"), by and between the City and U.S. Bank Trust Company, National Association, as trustee (the "*Trustee*"). In consideration of the initial execution and delivery of the Obligations, the City covenants and agrees as follows:

Section 1. **Purpose of the Disclosure Certificate**. This Disclosure Certificate is being executed and delivered by the City for the benefit of the Beneficial Owners (as defined herein) and in order to assist the Participating Underwriter (as defined herein) in complying with the Rule (as defined herein).

Section 2. **Definitions**. Any capitalized term used herein shall have the following meanings, unless otherwise defined herein:

"*Annual Report*" shall mean the annual report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Audited Financial Statements*" shall mean the City's annual financial statements, which are currently prepared in accordance with generally accepted accounting principles (GAAP) for governmental units as prescribed by the Governmental Accounting Standards Board (GASB) and which the City intends to continue to prepare in substantially the same form.

"*Beneficial Owner*" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Obligations (including persons holding Obligations through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Obligations for federal income tax purposes.

"*Dissemination Agent*" shall mean the City, or any person designated in writing by the City as the Dissemination Agent.

"*EMMA*" shall mean the Electronic Municipal Market Access system of MSRB, or any successor thereto approved by the Securities and Exchange Commission, as a repository for municipal continuing disclosure information pursuant to the Rule.

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* *Subject to change.*

"*Financial Obligation*" shall mean (a) a debt obligation; (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of (a) or (b), except that "*Financial Obligation*" does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"*Listed Events*" shall mean any of the events listed in Section 5 of this Disclosure Obligation.

"*MSRB*" shall mean the Municipal Securities Rulemaking Board, or any successor thereto.

"*Official Statement*" shall mean the final official statement dated [_____], 2024, relating to the Obligations.

"*Participating Underwriter*" shall mean any of the original underwriters of the Obligations required to comply with the Rule in connection with the offering of the Obligations.

"*Purchase Agreement*" means the First Purchase Agreement, dated as of March 1, 2024*, by and between the City and the Trustee.

"*Rule*" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"*Special Counsel*" shall mean Gust Rosenfeld P.L.C. or such other nationally recognized securities law counsel as may be selected by the City.

Section 3. **Provision of Annual Reports**.

(a) Commencing February 1, 2025*, and by no later than February 1 of each year thereafter (the "*Filing Date*"), the City shall, either directly or by directing the Dissemination Agent to do so, provide an Annual Report to MSRB. The Annual Report shall be provided electronically and in a format prescribed by MSRB. The Annual Report shall be consistent with the requirements of Section 4 of this Disclosure Certificate and shall include information from the fiscal year ending on the preceding June 30. All documents provided to MSRB shall be accompanied by identifying information prescribed by MSRB. Currently, filings are required to be made with EMMA. Not later than fifteen (15) business days prior to such Filing Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City).

(b) If the City is unable or for any reason fails to provide electronically to EMMA an Annual Report or any part thereof by the Filing Date required in subsection (a) above, the City shall, in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit A* not later than the Filing Date.

(c) If the City's Audited Financial Statements are not submitted with the Annual Report and the City fails to provide to EMMA a copy of its Audited Financial Statements within thirty (30) days of receipt thereof by the City, then the City shall, in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit B*.

(d) The Dissemination Agent shall:

(i) Determine the proper electronic filing address of EMMA each year prior to the date(s) for providing the Annual Report and Audited Financial Statements; and

(ii) If the Dissemination Agent is other than the City, file a report or reports with the City certifying that the Annual Report and Audited Financial Statements, if applicable, have been provided pursuant to this Disclosure Certificate, stating the date such information was provided and listing where it was provided.

Section 4. **Content of Annual Reports**.

(a) The Annual Report may be submitted as a single document or as separate documents comprising an electronic package, and may incorporate by reference other information as provided in this Section, including the Audited Financial Statements of the City; provided, however, that if the Audited Financial Statements of the City are

not available at the time of the filing of the Annual Report, the City shall file unaudited financial statements of the City with the Annual Report and, when the Audited Financial Statements of the City are available, the same shall be submitted to EMMA within thirty (30) days of receipt thereof by the City.

(b) The City's Annual Report shall contain or incorporate by reference the following:

(i) Type of Financial and Operating Data to be Provided:

(A) Subject to the provisions of Sections 3 and 4(a) hereof, Audited Financial Statements for the City.

(B) Annually updated financial information and operating data of the type contained in the Official Statement in TABLE 4 – Historical and Budgeted Excise Taxes and State Shared Revenues Collections (actual results for most recently completed fiscal year only).

(C) In the event of an amendment pursuant to Section 8 of this Disclosure Certificate not previously described in an Annual Report, an explanation, in narrative form, of the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided and, if the amendment is made to the accounting principles to be followed, a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles, including a qualitative discussion of the differences, and the impact on the presentation and, to the extent feasible, a quantitative comparison.

(ii) Accounting Principles Pursuant to Which Audited Financial Statements Shall Be Prepared: The Audited Financial Statements shall be prepared in accordance with generally accepted accounting principles and state law requirements as are in effect from time to time.

Notice of amendment to the accounting principles shall be sent within thirty (30) days to EMMA.

(c) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the City or related public entities, which have been submitted to EMMA or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from EMMA. The City shall clearly identify each such other document so incorporated by reference.

Section 5. **Reporting of Listed Events**.

(a) This Section shall govern the giving of notices by the City, either directly or by directing the Dissemination Agent to do so, of the occurrence of any of the following events with respect to the Obligations. The City shall in a timely manner, not in excess of ten (10) business days after the occurrence of the event, provide notice of the following events with EMMA:

(i) Principal and interest payment delinquencies;
(ii) Non-payment related defaults, if material;
(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
(v) Substitution of credit or liquidity providers, or their failure to perform;
(vi) Adverse tax opinions, the issuance by the Internal Revenue Service (the "*IRS*") of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Obligations, or other material events affecting the tax status of the Obligations;
(vii) Modifications to rights of Beneficial Owners, if material;
(viii) Obligation calls, if material, and tender offers;
(ix) Defeasances;
(x) Release, substitution, or sale of property securing repayment of the Obligations, if material;
(xi) Rating changes;
(xii) Bankruptcy, insolvency, receivership or similar event of the City;

(xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) The incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect Beneficial Owner, if material; and

(xvi) A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) "*Materiality*" will be determined in accordance with the applicable federal securities laws.

Note to Section 5(a)(xii): For the purposes of the event identified in subsection (a)(xii) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. **Termination of Reporting Obligation**. The City's obligations under this Disclosure Certificate shall terminate (a) if the City shall no longer have liability for any obligation on or relating to repayment of the Obligations under the Trust Agreement, or (b) upon the termination of the continuing disclosure requirements of the Rule by legislative, judicial or administrative action. If termination pursuant to (a) occurs prior to the final payment date of the Obligations, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(a).

Section 7. **Dissemination Agent**. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 8. **Amendment**. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate if:

(a) The amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature or status of the City, or the type of business conducted;

(b) This Disclosure Certificate, as amended, would, in the opinion of Special Counsel, have complied with the requirements of the Rule at the time of the primary offering of the Obligations, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of Beneficial Owner, as determined by Special Counsel.

Section 9. **Filing with EMMA**. The City shall, or shall cause the Dissemination Agent to, electronically file all items required to be filed with EMMA.

Section 10. **Additional Information**. The City may, at the City's election, include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate. If the City chooses to include such information, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. **Default**. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, any Beneficial Owner may seek specific performance by court order to cause the City to comply with its obligations under this Disclosure Certificate. The sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance and such failure shall not constitute a default under the Obligations or the resolution authorizing the Obligations.

Section 12. **Compliance by City**. The City hereby covenants to comply with the terms of this Disclosure Certificate. The City expressly acknowledges and agrees that compliance with the undertaking contained in this Disclosure Certificate is its sole responsibility and the responsibility of the Dissemination Agent, if any, and that such compliance, or monitoring thereof, is not the responsibility of, and no duty is present with respect thereto for, the Participating Underwriter or Special Counsel.

Section 13. **Beneficiaries**. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Beneficial Owner, and shall create no rights in any other person or entity.

Section 14. **Governing Law and Interpretation of Terms**. This Disclosure Certificate shall be governed by the law of the State of Arizona and any action to enforce this Disclosure Certificate must be brought in an Arizona state court. The terms and provisions of this Disclosure Certificate shall be interpreted in a manner consistent with the interpretation of such terms and provisions under the Rule and the federal securities law.

[Signature on following page]

Dated [Closing Date].

CITY OF BUCKEYE, ARIZONA

By _____
Mayor

[Signature page to Continuing Disclosure Certificate]

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Buckeye, Arizona
Name of Issue: $55,000,000* Excise Tax Revenue Obligations, Series 2024A
Dated Date of Obligations: [Closing Date] Base CUSIP: 118087

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the above-named Obligations as required by Section 3(a) of the Continuing Disclosure Certificate dated [Closing Date]. The City anticipates that the Annual Report for fiscal year ended June 30, _____ will be filed by _____.

Dated: _____

City of Buckeye, Arizona
By_____
Its _____

EXHIBIT B

NOTICE OF FAILURE TO FILE AUDITED FINANCIAL STATEMENTS

Name of Issuer: City of Buckeye, Arizona
Name of Issue: $55,000,000* Excise Tax Revenue Obligations, Series 2024A
Dated Date of Obligations: [Closing Date] Base CUSIP: 118087

NOTICE IS HEREBY GIVEN that the City failed to provide its Audited Financial Statements with its Annual Report or, if not then available, within 30 days of receipt as required by Section 4(a) of the Continuing Disclosure Certificate dated [Closing Date], with respect to the above-named Obligations. The City anticipates that the Audited Financial Statements for the fiscal year ended June 30, ____ will be filed by _____.

Dated: _____

City of Buckeye, Arizona
By_____
Its _____

* *Subject to change.*

APPENDIX G

BOOK-ENTRY-ONLY SYSTEM

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Obligations. The Obligations will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Obligations, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Securities Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants" and together with the Direct Participants, the "Participants"). DTC has Standard & Poor's rating of: "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Obligations under the DTC system must be made by or through Direct Participants, which will receive a credit for the Obligations on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Obligations are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Obligations, except in the event that use of the book-entry system for the Obligations is discontinued.

To facilitate subsequent transfers, all Obligations deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Obligations with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Obligations; DTC's records reflect only the identity of the Direct Participants to whose accounts such Obligations are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Obligations may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Obligations, such as redemptions, tenders, defaults, and proposed amendments to

the Obligation documents. For example, Beneficial Owners of Obligations may wish to ascertain that the nominee holding the Obligations for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Trustee and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Obligations within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Obligations unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Obligations are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payment of principal of and interest on the Obligations and the redemption price of any Obligation will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal of and interest on the Obligations and the redemption price of any Obligations will be made to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Obligations at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

FIRST TRUST AGREEMENT

by and between

[_____],
as Trustee

and

CITY OF BUCKEYE, ARIZONA

Dated as of [March 1, 2024]

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FIRST TRUST AGREEMENT

THIS FIRST TRUST AGREEMENT, dated as of [March 1, 2024] (together with any duly authorized, executed and delivered supplement hereto, this "*Trust Agreement*"), by and between **[_____]**, a national banking association authorized to exercise corporate trust powers in the State of Arizona, as trustee, or any successor thereto acting as trustee pursuant to this Trust Agreement and in its capacity as "Seller" pursuant to the hereinafter described Purchase Agreement (the "*Trustee*"), and the **CITY OF BUCKEYE, ARIZONA**, a municipal corporation under the laws of the State of Arizona (the "*City*"),

W I T N E S S E T H:

WHEREAS, the Mayor and Council of the City have determined that it will be beneficial to the citizens of the City for the City to finance the costs of the Project (as such term and all other terms not otherwise defined hereinabove are hereinafter defined); and

WHEREAS, for such purpose, the Mayor and Council of the City requested that the Trustee sell and execute and deliver the Obligations, and the Trustee has, as described in this Trust Agreement, caused deposits to be made to the Acquisition Fund and the Costs of Issuance Fund; and

WHEREAS, the City and the Trustee will enter into this Trust Agreement to facilitate the administration of the financing of the costs of the Project, and the Trustee has full legal authority and is duly empowered to enter into this Trust Agreement and has taken all actions necessary to authorize the execution and delivery hereof; and

WHEREAS, for the purpose of obtaining the moneys to provide such deposits, rights pursuant to the Purchase Agreement have been assigned and transferred to the Trustee for purposes hereof, and in consideration of such assignment and the execution hereof, the Trustee has executed and delivered the Obligations, each evidencing a proportionate interest in certain rights pursuant to the Purchase Agreement;

NOW, THEREFORE, in consideration for the Obligations executed, delivered and Outstanding under this Trust Agreement; the acceptance by the Trustee of the trusts created herein; the purchase and acceptance of the Obligations by the Owners, and to secure the payment of principal of and interest on (to the extent provided herein) the Obligations, the rights of the Owners of the Obligations and the performance and the observance of the covenants and conditions contained in the Obligations, the Purchase Agreement and herein, and the performance and the observance of all of the covenants and conditions contained therein, the Trustee hereby declares an irrevocable trust and acknowledges its acceptance of all right, title and interest in and to the following described trust estate, which shall be administered by the Trustee according to the provisions of this Trust Agreement and for the equal and proportionate benefit of the Owners of the Obligations:

A. All right, title and interest of Seller in, under and pursuant to the Purchase Agreement, the Payments and any other amounts payable by the City under the Purchase Agreement and the present and continuing right to (i) make claim for, collect or cause to be

collected, receive or cause to be received all such revenues, receipts and other sums of money payable or receivable thereunder, (ii) bring actions and proceedings thereunder or for the enforcement of such rights, and (iii) do any and all other things which the Seller is or may become entitled to do thereunder;

B. Amounts on deposit from time to time in the funds created pursuant hereto, subject to the provisions of this Trust Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein; and

C. Any and all other real or personal property of any kind from time to time hereafter by delivery or by writing of any kind specifically conveyed, pledged, assigned or transferred, as and for additional security hereunder for the Obligations, by the Seller or by anyone on its behalf or with its written consent, in favor of the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof,

TO HAVE AND TO HOLD, all and singular, the trust estate, including all additional property which by the terms hereof has or may become subject to the encumbrance of this Trust Agreement, unto the Trustee and its successors and assigns, forever, subject, however, to the rights of the City, its successors and assigns, under the Purchase Agreement;

IN TRUST, however, for the equal and proportionate benefit and security of the Owners from time to time of the Obligations executed and delivered hereunder and Outstanding, none of the Obligations being entitled to priority or distinction one over the other in the application of revenues from Excise Taxes and State Shared Revenues pledged by the Purchase Agreement to the Payments, regardless of the delivery of any of the Obligations prior to the delivery of any other of the Obligations, or regardless of the time or times the Obligations mature or are subject to redemption prior to maturity, all of the Obligations being co-equal as to the pledge of and lien on revenues from Excise Taxes and State Shared Revenues pledged for the Payments thereof and sharing ratably, without preference, priority or distinction, as to the source or method of payment from revenues from Excise Taxes or State Shared Revenues or security therefor and conditioned, however, that if the City shall well and truly pay or cause to be paid fully and promptly when due all indebtedness, liabilities, obligations and sums at any time secured hereby, including interest and attorneys' fees, and shall promptly, faithfully and strictly keep, perform and observe or cause to be kept, performed and observed all of its covenants, warranties and agreements contained herein, this Trust Agreement shall be and become void and of no further force and effect; otherwise, the same shall remain in full force and effect, and upon the trust and subject to the covenants and conditions hereinafter set forth.

For such purposes, the City and the Trustee hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Definitions. In addition to the terms defined in the first paragraph hereof and unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Trust Agreement, have the meanings herein specified.

"*Acquisition Fund*" means the fund of that name established pursuant to Article III and held by the Trustee.

"*Annual Debt Service*" means the amount to be paid in any Fiscal Year with respect to the Parity Obligations for payment of principal and interest requirements.

"*Authorized Denominations*" means $5,000 of principal due on a specific maturity date or integral multiples thereof.

"*Bond Year*" means each one-year period beginning on the day after the expiration of the preceding Bond Year. The first Bond Year shall begin on the date of issue of the Obligations and shall end on the date selected by the City, provided that the first Bond Year shall not exceed one calendar year. The last Bond Year shall end on the date of retirement of the Obligations.

"*Bond Yield*" means the discount rate that produces a present value equal to the Issue Price of all unconditionally payable payments of principal, interest and fees for qualified guarantees within the meaning of Regulations section 1.148-4(f) and amounts reasonably expected to be paid as fees for qualified guarantees in connection with the Obligations as determined under Regulations section 1.148-4(b), recomputed if required by Regulations section 1.148-4(b)(4) or 4(h)(3). The present value of all such payments shall be computed as of the date of issue of the Obligations and using semiannual compounding on the basis of a 360-day year.

"*Business Day*" means any day of the week other than a Saturday, Sunday or a day which shall be in the State a legal holiday or a day on which the Trustee is authorized or obligated by law or executive order to close or a day on which the Federal Reserve is closed as modified by the effect of Section 9.6.

"*Certificate of Completion*" means the notice of completion, filed with the Trustee by the City Representative, stating that the Project has been substantially completed.

"*City Representative*" means the City Manager, the City Chief Financial Officer or any other person authorized by the City Manager, the City Chief Financial Officer or the Mayor and Council to act on behalf of the City with respect to this Trust Agreement.

"*Closing Date*" means [March __, 2024].

"*Code*" means the Internal Revenue Code of 1986, as amended, and any successor provision thereto.

"*Completion Date*" means the date on which the Certificate of Completion is filed with the Trustee by the City Representative.

"*Continuing Disclosure Undertaking*" means the continuing disclosure certificate, dated the Closing Date, from the City.

"*Corporate Trust Office*" means the office of the Trustee designated in Section 12.2 or any successor corporate trust office.

"*Costs of Issuance Fund*" means the fund of that name established pursuant to Article III and held by the Trustee.

"*Defaulted Interest*" has the meaning provided in Section 2.11(d).

"*Defeasance Obligations*" means, to the extent permitted by law, (1) cash, (2) non-callable direct obligations of the United States of America ("*Treasuries*"), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, or (4) any combination thereof.

"*Delivery Costs*" means all items of expense directly or indirectly payable by or reimbursable to the City or the Trustee relating to the sale and execution and delivery of the Purchase Agreement, this Trust Agreement and the Obligations, including but not limited to filing and recording costs, settlement costs, printing costs, reproduction and binding costs, initial fees and charges of the Trustee, financing discounts, legal fees and charges, insurance fees and charges, financial and other professional consultant fees, costs of rating agencies for credit ratings, fees for execution, transportation and safekeeping of the Obligations and charges and fees in connection with the foregoing.

"*Depository Trustee*" means any bank or trust company, which may include the Trustee, designated by the City, with a combined capital and surplus of at least Fifty Million Dollars ($50,000,000) and subject to supervision or examination by federal or State authority.

"*Designated Office*" means the office designated as such by the Trustee in writing to the City.

"*DTC*" means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and its successors and assigns.

"*electronically*" or "*electronic method*" means, with respect to notice, one transmitted through a timesharing terminal, computer network (including email as a "pdf" (portable document format) or other replicating image attached to an email) or facsimile machine, if operative as between any two parties, or if not operative, by telephone (promptly confirmed in writing).

"*Event of Default*" means an event of default under the Purchase Agreement as provided in Section 9 thereof.

"*Excise Taxes*" means all unrestricted transaction privilege (sales) tax, business license and franchise fees, parks and recreation fees and permits and fines and forfeitures which the City imposes; provided that the Mayor and Council of the City may impose other transaction privilege taxes in the future, the uses of revenue from which will be restricted, at the discretion of such Council and which, if so restricted, will not be deemed Excise Taxes for purposes of this Trust Agreement and the Purchase Agreement. Pursuant to Ordinance 04-15, the City imposed an additional 3% tax upon transient lodging. The revenues generated by the additional 3% tax upon transient lodging will not be deemed Excise Taxes for purposes of this Trust Agreement and the Purchase Agreement. Revenues generated by the City from building permits and development impact fees will not be deemed Excise Taxes for purposes of this Trust Agreement and the Purchase Agreement.

"*Fiscal Year*" means the fiscal year of the City, currently the period July 1, through June 30.

"*Gross Proceeds*" means:

(i) any amounts actually or constructively received by the City from the sale of the Obligations but excluding amounts used to pay accrued interest on the Obligations within one year of the date of issuance of the Obligations;

(ii) transferred proceeds of the Obligations under Regulations section 1.148-9;

(iii) any amounts actually or constructively received from investing amounts described in (i), (ii) or this (iii); and

(iv) replacement proceeds of the Obligations within the meaning of Regulations section 1.148-1(c). Replacement proceeds include amounts reasonably expected to be used directly or indirectly to pay debt service on the Obligations, pledged amounts where there is reasonable assurance that such amounts will be available to pay principal or interest on the Obligations in the event the City encounters financial difficulties and other replacement proceeds within the meaning of Regulations section 1.148-1(c)(4). Whether an amount is Gross Proceeds is determined without regard to whether the amount is held in any fund or account established under this Trust Agreement.

"*Independent Counsel*" means an attorney duly admitted to the practice of law before the highest court of the state in which such attorney maintains an office and who is not an employee of the City or the Trustee.

"*Interest Payment Date*" means each January 1 and July 1, while any Obligations are Outstanding provided that, if any such day is not a Business Day, any payment due on such date may be made on the next Business Day, without additional interest and with the same force and effect as if made on the specified date for such payment.

"*Interest Portion*" means the amounts of each of the Payments in the column in the Schedule attached to the Purchase Agreement designated "Interest," denominated as and comprising interest pursuant to the Purchase Agreement and received by any Owner.

"*Investment Property*" means any security, obligation (other than a tax-exempt bond within the meaning of Code section 148(b)(3)(A)), annuity contract or investment-type property within the meaning of Regulations section 1.148-1(b).

"*Issue Price*" means the issue price of the Obligations determined as provided in the Regulations and as indicated in the Tax Certificate.

"*Market Value*" means the indicated bid value of the investment or investments to be valued as shown in The Wall Street Journal or any publication having general acceptance as a source of valuation of the same or similar types of securities or any securities pricing service available to or used by the Trustee and generally accepted as a source of valuation.

"*Maximum Annual Debt Service*" means the greatest Annual Debt Service in any Fiscal Year.

"*Nonpurpose Investment*" means any Investment Property acquired with Gross Proceeds and which is not acquired to carry out the governmental purposes of the Obligations.

"*Notification*" shall have the meaning provided in Section 10.3.

"*Obligations*" means the City of Buckeye, Arizona Excise Tax Revenue Obligations, Series 2024A, executed and delivered pursuant hereto.

"*Outstanding*" refers to Obligations issued in accordance with this Trust Agreement, excluding: (i) Obligations which have been exchanged or replaced, or delivered to the Trustee for credit against a mandatory redemption installment; (ii) Obligations which have been paid; (iii) Obligations which have become due and for the payment of which moneys have been duly provided to the Trustee; and (iv) Obligations for which there have been irrevocably set aside with a Depository Trustee sufficient moneys or obligations permitted by the Purchase Agreement bearing interest at such rates and with such maturities as will provide sufficient funds to pay the principal of and premium, if any, and interest on such Obligations, provided, however, that if any such Obligations are to be redeemed prior to maturity, the City shall have taken all action necessary to redeem such Obligations and notice of such redemption shall have been duly mailed in accordance with the proceedings under which such Obligations were issued or irrevocable instructions so to mail shall have been given to the Trustee.

"*Owner*" or any similar term, when used with respect to an Obligation means the person in whose name such Obligation shall be registered.

"*Parity Obligations*" means the 2015 Refunding Agreement, the 2015 Agreement, the 2016 Agreement, the Purchase Agreement and any additional obligations which may hereafter be issued or incurred by the City (or any financing conduit acting on behalf of the

City) having a lien upon and payable from revenues from Excise Taxes and State Shared Revenues on a parity with, and in compliance with the terms of, the then-outstanding Parity Obligations.

"*Payment Fund*" means the fund of that name established pursuant to Article V and held by the Trustee.

"*Payment Request Form*" means the form set forth in *Exhibit B* which is attached hereto and made a part hereof.

"*Payments*" means the Payments required to be paid by the City pursuant to Section 1(c) of the Purchase Agreement and as set forth in the Schedule to the Purchase Agreement.

"*Permitted Investments*" means any investment permitted by Section 35-323, Arizona Revised Statutes, as amended, or any successor provision thereto.

"*Project*" means the construction of a City water/utility campus and related capital improvement projects.

"*Project Costs*" means, with respect to the Project, all architectural, engineering, soils, survey, archaeology, demolition, construction management fees, development fees, contingencies and other related costs of installation, construction and other matters necessary for the Project and all costs incurred by the Trustee or the City with respect to the transaction to which this Trust Agreement pertains.

"*Purchase Agreement*" means the First Purchase Agreement, dated as of [March 1, 2024], by and between the City and the Seller.

"*Rebate Payment*" means any payment within the meaning of Regulations section 1.148-3(d)(1) with respect to a Nonpurpose Investment.

"*Rebate Requirement*" means, for each Bond Year, at any time the excess of the future value of all Receipts over the future value of all Rebate Payments. For purposes of calculating the Rebate Requirement the Bond Yield shall be used to determine the future value of Receipts and Rebate Payments in accordance with Regulations section 1.148-3(c). The Rebate Requirement is zero for any Nonpurpose Investment meeting the requirements of a rebate exception under section 148(f)(4) of the Code or Regulations section 1.148-7.

"*Receipt*" means any receipt within the meaning of Regulations section 1.148-3(d)(2) with respect to a Nonpurpose Investment.

"*Regular Record Date*" means the close of business on the fifteenth day of the month preceding each Interest Payment Date.

"*Regulations*" means sections 1.148-1 through 1.148-11 and section 1.150-1 of the regulations of the United States Department of the Treasury promulgated under the Code, including and any amendments thereto or successor regulations.

"*Reimbursement Request Form*" means the form set forth in *Exhibit C* hereof.

"*Responsible Officer*" means, when used with respect to the Trustee, the president, any vice president, any assistant vice president, the secretary, any assistant secretary, the treasurer, any assistant treasurer, any senior associate, any associate or any other officer of the Trustee within the Corporate Trust Office customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred at the Corporate Trust Office because of such person's knowledge of and familiarity with the particular subject and having direct responsibility for the administration of this Trust Agreement.

"*Securities Depository*" means a "clearing agency" (securities depository) registered under Section 17A of the Securities Exchange Act of 1934, as amended.

"*Seller*" means the Trustee in its separate capacity as Seller pursuant to the Purchase Agreement.

"*Special Counsel's Opinion*" means an opinion signed by an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the City.

"*Special Record Date*" has the meaning provided in Section 2.11(d).

"*State*" means the State of Arizona.

"*State Shared Revenues*" means all received amounts of excise taxes, transaction privilege (sales) taxes and income taxes imposed by the State or any agency thereof and returned, allocated or apportioned to the City, except the City's share of any such taxes which by State law, rule or regulation must be expended for other purposes, such as motor vehicle fuel taxes. Revenues received by the City from vehicle license taxes charged by the State are not deemed State Shared Revenues for purposes of this Trust Agreement or the Purchase Agreement.

"*Tax Certificate*" means the tax certificate executed and delivered by the City on the Closing Date.

"*2015 Agreement*" means the Agreement, dated as of July 1, 2015, by and between the City and U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank National Association).

"*2015 Refunding Agreement*" means the Agreement, dated as of May 1, 2015, by and between the City and U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank National Association).

"*2016 Agreement*" means the Agreement, dated as of April 1, 2016, by and between the City and U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank National Association).

Section 1.2. Interpretation.

(a) Any reference herein to the Mayor and Council of the City or any officer of the City shall include those succeeding to their functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing their functions.

(b) Unless the context otherwise indicates, words imparting the singular shall include the plural and vice versa and the use of neuter, masculine or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender.

(c) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof. References to "Articles" and "Sections" are to those in this Trust Agreement.

Section 1.3. Obligations Not General Obligation of the City. The Obligations shall be payable solely out of the revenues and other security pledged hereby and shall not constitute an indebtedness or general obligation of the City within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City or be a charge against the City's general credit or a charge against the general credit or the taxing powers of the State or any political subdivision thereof.

ARTICLE II
SPECIAL REVENUE OBLIGATIONS

Section 2.1. Authorization of the Obligations. The Trustee is hereby authorized and directed to execute and deliver to the original purchaser thereof, the Obligations in the principal amount of $[____],000, evidencing proportionate ownership interests in the Purchase Agreement and the Payments. In no event shall the Obligations be deemed liabilities, debts or obligations of the Trustee.

Section 2.2. Date; Interest Accrual. Each Obligation shall be dated the Closing Date, and interest with respect thereto shall be payable from such date or from the most recent Interest Payment Date to which interest has previously been paid or made available for payment with respect to the Outstanding Obligations.

Section 2.3. Maturities and Interest Rates. The Obligations shall be in Authorized Denominations. The Obligations shall mature on the dates and in the principal amounts, and interest with respect thereto shall be computed at the rates, as shown below:

Maturity Date (July 1)	Principal Amount	Interest Rates

Section 2.4. Interest on Obligations. Interest on the Obligations shall be payable semiannually on July 1 and January 1 of each year commencing [January 1, 2025], to and including the date of maturity or prior redemption of the Obligations. Except for the initial period, said interest shall represent the portion of the Payments designated as interest and coming due during the six-month period preceding each Interest Payment Date with respect to the Obligations. The proportionate share of the portion of the Payments designated as interest with respect to any Obligation shall be computed by multiplying the portion of Payments designated as principal with respect to such Obligation by the rate of interest applicable to such Obligation (on the basis of a 360-day year of twelve 30-day months), except that the first portion of the Payments designated as interest shall be for interest from the Closing Date to [January 1, 2025].

Section 2.5. Form. The Obligations shall be in fully registered, certificated form, substantially in the form set forth in *Exhibit A* hereto.

Section 2.6. Execution. The Obligations shall be executed by and in the name of the Trustee by the manual signature of an authorized representative of the Trustee. If any representative whose signature appears on any Obligation ceases to be such representative before the Closing Date, such signature shall nevertheless be as effective as if the representative had

remained in office until the Closing Date. Any Obligation may be executed on behalf of the Trustee by such person as at the actual date of the execution of such Obligation shall be the proper authorized representative of the Trustee although at the nominal date of such Obligation such person shall not have been such authorized representative of the Trustee. No Obligation shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Trust Agreement unless and until executed and delivered by the Trustee. The execution by the Trustee of any Obligation shall be conclusive evidence that the Obligation so executed has been duly authorized and delivered hereunder and is entitled to the security and benefit of this Trust Agreement.

Section 2.7. **Book-Entry Only System**. The Trustee and the City may from time to time enter into, and discontinue, an agreement with a Securities Depository which is the Owner of the Obligations, to establish procedures with respect to the Obligations not inconsistent with the provisions of this Trust Agreement; provided, that, notwithstanding any other provisions of this Trust Agreement, any such agreement may provide that different provisions for notice to the Securities Depository may be set forth herein and that a legend shall appear on each Obligation so long as the Obligations are subject to such agreement. With respect to Obligations registered in the name of a Securities Depository (or its nominee), neither the Trustee nor the City shall have any obligation to any of its members or participants or to any person on behalf of whom an interest is held in the Obligations. It is hereby acknowledged that the City intends to enter into an agreement with DTC in connection with the execution and delivery of the Obligations, and while such agreement is in effect, the procedures established therein shall apply to the Obligations notwithstanding any other provisions of this Trust Agreement to the contrary. As long as DTC is the Securities Depository with respect to the Obligations, the Trustee shall be a "DTC Direct Participant." The Trustee shall not have any responsibility or obligation to DTC participants or the persons for whom they act as nominees with respect to the Obligations regarding accuracy of any records maintained by DTC or DTC participants, the payments by DTC or DTC participants of any amount in respect of principal, redemption price or interest on the Obligations, any notice which is permitted or required to be given to or by Owners hereunder (except such notice as is required to be given by the City to the Trustee or to DTC), or any consent given or any other action taken by DTC as Owner.

Section 2.8. **Application of Proceeds**. The proceeds received by the Trustee from the sale of the Obligations ($[_____]) shall forthwith be applied by the Trustee as follows:

(1) $[_____] shall be deposited in the Acquisition Fund; and

(2) $[_____] shall be deposited in the Costs of Issuance Fund.

Section 2.9. **Transfer and Exchange**.

(a) Any Obligation may, in accordance with its terms, be transferred upon the registration books for the Obligations required to be kept pursuant to the provisions of Section 2.13 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Obligation for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee, duly executed. Whenever any Obligation

or Obligations shall be surrendered for transfer, the Trustee shall execute and deliver a new Obligation or Obligations in fully registered form of the same maturity and interest rate and for a like aggregate principal amount.

(b) Obligations may be exchanged at the Designated Office for a like aggregate principal amount of Obligations of Authorized Denominations of the same maturity and interest rate. In connection with any such exchange or transfer of Obligations, the Owner requesting such exchange or transfer shall, as a condition precedent to the exercise of the privilege of making such exchange or transfer, remit to the Trustee an amount sufficient to pay any tax or other governmental charge required to be paid, other than one imposed by the City (which will not be payable by the Trustee), or any fee or expense of the Trustee or the City with respect to such exchange or transfer.

(c) The Trustee may, but shall not be obligated to, exchange or register the transfer of an Obligation (i) if the Obligation is to be redeemed, in whole or in part, or (ii) during a period of fifteen (15) days preceding the giving of a notice of redemption. If an Obligation subject to redemption is to be transferred after having been selected for redemption, any notice of redemption which has been given to the transferor shall be binding on the transferee and a copy of the notice of redemption shall be delivered by the Trustee to the transferee along with the duly registered Obligation or Obligations.

(d) Prior to any transfer of the Obligations outside the book-entry system (including, but not limited to, the initial transfer outside the book-entry system) the transferor shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any of its usual, applicable tax reporting obligations. The Trustee shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

Section 2.10. Obligations Mutilated, Lost, Destroyed or Stolen. If any Obligation shall become mutilated, the Trustee, at the expense of the Owner of said Obligation, shall execute and deliver a new Obligation of like tenor, maturity and amount in exchange and substitution for the Obligation so mutilated, but only upon surrender to the Trustee of the Obligation so mutilated. Any mutilated Obligation so surrendered to the Trustee shall be cancelled by it and redelivered to, or upon the order of, the Owner of such Obligation. If any Obligation shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee, and, if such evidence is satisfactory to the Trustee and, if an indemnity satisfactory to the Trustee shall be given, the Trustee, at the expense of the Owner of such Obligation, shall execute and deliver a new Obligation of like tenor, maturity and amount and numbered as the Trustee shall determine in lieu of and in substitution for the Obligation so lost, destroyed or stolen. The Trustee may require payment of an appropriate fee for each new Obligation delivered under this Section and of the expenses which may be incurred by the Trustee in carrying out the duties under this Section. Any Obligation issued under the provisions of this Section in lieu of any Obligation alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Trust Agreement with all other Obligations secured by this Trust Agreement. The Trustee shall not be required to treat both the original Obligation and any replacement Obligation as being Outstanding for the purpose of determining the principal amount of

Obligations which may be executed and delivered hereunder or for the purpose of determining any percentage of Obligations Outstanding hereunder, but both the original and replacement Obligation shall be treated as one and the same. Notwithstanding any other provision of this Section, in lieu of delivering a new Obligation for an Obligation which has been mutilated, lost, destroyed or stolen, and which has matured, the Trustee may make payment with respect to such Obligation upon receipt of the aforementioned indemnity.

Section 2.11. Payment.

(a) Payment of interest due with respect to any Obligation on any Interest Payment Date shall be made to the persons appearing on the registration books for the Obligations maintained by the Trustee as the Owner thereof as of the Regular Record Date immediately preceding such Interest Payment Date, such interest to be paid by check mailed on the date due by first class mail to such Owners at the address thereof as it appears on such registration books, payable in lawful money of the United States of America.

(b) The principal and redemption price, if any, with respect to the Obligations shall be payable in lawful money of the United States of America upon surrender when due at the Designated Office.

(c) Interest and, if arrangements for surrender are made with the Trustee, principal and redemption price, if any, payable to any Securities Depository or to any Owner of $1,000,000 or more in principal amount of Obligations shall be paid by wire transfer in immediately available funds to an account in the United States of America if the Owner makes a written request of the Trustee at least twenty (20) days before the Interest Payment Date specifying the account address. The notice may provide that it shall remain in effect for subsequent payments until otherwise requested in a subsequent written notice.

(d) Any interest on any Obligation which is payable on, but is not punctually paid or duly provided for on, any Interest Payment Date ("*Defaulted Interest*") shall forthwith cease to be payable to the Owners on the relevant Regular Record Date solely by virtue of such Owners having been such Owners. Such Defaulted Interest at the same rate as the Obligations shall thereupon be paid, together with interest thereon at the same rate per annum as such Defaulted Interest, by the Trustee (out of funds provided to it by the City) to the persons in whose names such Obligations are registered at the close of business on a special record date for the payment of such portion of Defaulted Interest as may then be paid from the sources herein provided (the "*Special Record Date*"). When the Trustee has funds available to pay the Defaulted Interest and interest thereon, the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest and interest thereon which shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment by the Trustee. The Trustee shall promptly cause notice of the proposed payment of such Defaulted Interest and interest thereon and the Special Record Date therefor to be mailed, first class postage prepaid, to each Owner of an Obligation at his address as it appears in the registration books by the Trustee for the Obligations not less than ten (10) days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and interest thereon and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest and interest thereon shall be paid to the persons in whose names the Obligations are registered on such Special Record Date.

Section 2.12. Execution of Documents and Proof of Ownership.

(a) Any request, direction, consent, revocation of consent or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by the Obligation Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose, or by any bank, trust company or other depository for such Obligations. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, and of the ownership of the Obligations shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided), if made in the following manner:

(1) The fact and date of the execution by any Owner or the attorney or agent thereof of any such instrument and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions, that the persons signing such instruments acknowledged the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of his authority.

(2) The fact of the ownership of the Obligations by any person and the amount, the maturity and the numbers of such Obligations and the date of his holding the same be proved on the registration books maintained pursuant to Section 2.13.

(b) Nothing contained in this Article II shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which the Trustee may deem sufficient. Any request or consent of the Owner of any Obligation shall bind every future Owner of the same Obligation in respect of anything done or suffered to be done by the Trustee in pursuance of such request or consent.

Section 2.13. Obligation Register. The Trustee will keep or cause to be kept, at the Designated Office, sufficient books for the registration and transfer of the Obligations which shall at all times during regular business hours on any Business Day be open to inspection by the City and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the Obligations as hereinbefore provided.

Section 2.14. Payment of Unclaimed Amounts. In the event any check for payment of interest on an Obligation is returned to the Trustee unendorsed or is not presented for payment within two (2) years from its payment date or any Obligation is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such interest or principal due upon such Obligation shall have been made available to the Trustee for the benefit of the Owner thereof, it shall be the duty of the Trustee to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Obligation who shall thereafter be restricted exclusively to such funds for any claim of whatever nature relating to such Obligation or amounts

due thereunder. The obligation of the Trustee to hold such funds shall continue for two years and six months (subject to applicable escheat laws) following the date on which such interest or principal payment became due, whether at maturity or the date fixed for redemption, or otherwise, at which time the Trustee shall surrender such unclaimed funds so held to the City, whereupon any claim of whatever nature by the Owner of such Obligation arising under such Obligation shall be made upon the City.

ARTICLE III
ACQUISITION FUND; COSTS OF ISSUANCE FUND

Section 3.1. Establishment and Application of Acquisition Fund.

(a) The Trustee shall establish a special trust fund designated as the "*City of Buckeye, Arizona Series 2024A Acquisition Fund*" (herein referred to as the "*Acquisition Fund*"), shall keep such fund separate and apart from all other funds and moneys held by it and shall administer such fund as provided in this Trust Agreement.

(b) (1) Upon receipt of a duly executed Payment Request Form requesting disbursement from the Acquisition Fund, the Trustee shall remit to the payee designated in the Payment Request Form, the amount requested to be paid in such Payment Request Form for Project Costs within three (3) Business Days following submission of such Payment Request Form. Notwithstanding the foregoing, the Trustee shall apply moneys on deposit in the Acquisition Fund to reimburse the City for any Project Costs incurred or advanced by the City within three (3) Business Days of receipt of a duly executed Reimbursement Request Form. The Trustee has no duty or obligation to confirm that such disbursements constitute Project Costs and may rely conclusively on such Payment Request Form without making any independent investigation in connection therewith.

(2) Should any shortfall or deficiency occur in the Acquisition Fund, the City shall immediately pay such amounts to the Trustee in addition to the Payments otherwise due pursuant to the Purchase Agreement.

(3) Amounts in the Acquisition Fund shall be used to pay principal of and interest on the Obligations if insufficient funds are otherwise available to make such payments when due.

(4) On the Completion Date, all remaining moneys in the Acquisition Fund shall be transferred to the Payment Fund and applied by the Trustee to the Payments due from the City on the next succeeding Interest Payment Date, and the Acquisition Fund shall be closed.

(5) Any amount remaining in the Acquisition Fund upon the occurrence of an Event of Default shall not be disbursed as provided in this Section, but shall be immediately transferred to the Payment Fund and used to pay principal and interest with respect to the Obligations.

Section 3.2. Establishment and Application of Costs of Issuance Fund.

(a) The Trustee shall establish a special trust fund designated as the "*City of Buckeye, Arizona Series 2024A Costs of Issuance Fund*" (herein referred to as the "*Costs of Issuance Fund*"), shall keep such fund separate and apart from all other funds and moneys held by it and shall administer such fund as provided in this Trust Agreement.

(b) Amounts in the Costs of Issuance Fund shall be disbursed for the payment of Delivery Costs. Disbursements from the Costs of Issuance Fund shall be made by the Trustee upon receipt of a requisition for disbursement (on which the Trustee is entitled to rely conclusively, and it shall not be required to make any independent investigation in connection therewith) executed or approved by the City Representative. Each such certificate shall set forth the amounts to be disbursed for payment, or reimbursement of previous payments, of Delivery Costs and the person or persons to whom said amounts are to be disbursed.

(c) On the earlier of June 1, 2024, or when all Delivery Costs associated with the Obligations have been paid (as shown by a certificate of a City Representative, if requested by the Trustee), the Trustee shall transfer any amounts remaining in the Costs of Issuance Fund to the Payment Fund and the Costs of Issuance Fund shall be closed.

ARTICLE IV
REDEMPTION OF OBLIGATIONS

Section 4.1. Redemption Provisions.

(a) The Obligations maturing before or on July 1, 20[__], are not subject to redemption prior to their stated maturity dates. The Obligations maturing on or after July 1, 20[__], are subject to redemption in such order and from such maturities as may be selected by the City and by lot within any maturity by such methods as may be selected by the Trustee from redemptions made at the option of the City pursuant to Section 7 of the Purchase Agreement, in whole or in part on any date, on or after July 1, 20[__], at a redemption price equal to the principal amount of Obligations or portions thereof to be redeemed, together with accrued interest to the date fixed for redemption, but without premium.

(b) The Obligations maturing on July 1, 20[__], shall be redeemed on July 1 of the years indicated and in the amounts indicated at a price equal to the amount thereof plus interest accrued to the date of redemption, but without premium:

Year Redeemed	Principal Amount Redeemed

A remaining principal amount of $[____],000 of such Obligations shall be paid on July 1, 20[__].

(c) Whenever Obligations subject to mandatory redemption are purchased, redeemed (other than pursuant to mandatory redemption) or delivered by the City to the Trustee for cancellation, the principal amount of the Obligations represented thereby so retired shall satisfy and be credited against the mandatory redemption requirements for such Obligations for such years as the City may direct in writing.

Section 4.2. Selection of Obligations for Redemption. The Obligations shall be redeemed only in the principal amounts of $5,000 each or integral multiples thereof. The City shall, at least forty-five (45) days prior to the redemption date, notify the Trustee of such redemption date and of the maturities of the Obligations and the principal amount of the Obligations of any such maturity to be redeemed on such date. For the purposes of any redemption of less than all of the Obligations of a single maturity, if the Obligations are not held in a book-entry-only system as described in Section 2.7, the particular Obligations or portions of Obligations of such maturity to be redeemed shall be selected by the Trustee by lot in accordance with its standard procedures not more than forty-five (45) nor less than thirty (30) days prior to the redemption date by such selection methods as the Trustee shall in its sole discretion deem appropriate and fair; provided, however, that such selection methods shall provide for the selection of Obligations or portions thereof for redemption in principal amounts of $5,000 or integral multiples thereof such that any $5,000 Obligation or $5,000 portion of an Obligation of such maturity shall be as likely to be called for redemption as any other such $5,000 Obligation or

$5,000 portion thereof. The Trustee shall promptly notify the City in writing of the Obligations so selected for redemption, and the City will provide the Trustee within thirty (30) days a recomputed payment schedule for the Purchase Agreement.

Section 4.3. Notice of Redemption; Effect.

(a) The Trustee shall cause notice of any redemption of Obligations hereunder, other than redemption at maturity, to be mailed to the Owners of all of the Obligations to be redeemed at the addresses appearing in the Register kept for such purpose pursuant to Section 2.13. Each such notice shall (1) be sent no more than sixty (60) nor less than thirty (30) calendar days prior to the redemption date, (2) identify the Obligations to be redeemed (specifying the CUSIP numbers, if any, assigned to the Obligations), (3) specify with respect to the Obligations being redeemed their date of issue, their maturity date, their redemption date and their redemption price, (4) set forth the name, address and telephone number of the person from whom information pertaining to the redemption may be obtained, and (5) state that on the redemption date the Obligations to be redeemed will be payable at the Designated Office, that from that date interest will cease to accrue and that no representation is made as to the accuracy or correctness of the CUSIP numbers printed therein or on the Obligations. No defect affecting any Obligation, whether in the notice of redemption or the delivery thereof (including any failure to mail such notice), shall affect the validity of the redemption proceedings for any other Obligations.

(b) If at the time of mailing of notice of an optional redemption Obligations, there has not been deposited with the Trustee moneys or Defeasance Obligations sufficient to redeem all Obligations subject to such redemption and the requirements of (e) below are not satisfied, then such notice shall state that the redemption is conditional upon the deposit of moneys or Defeasance Obligations sufficient for the redemption with the Trustee and satisfaction of such requirements not later than the opening of business on the redemption date, and such notice will be of no effect and such Obligations shall not be redeemed unless such moneys or Defeasance Obligations are so deposited and such requirements in (e) below are met.

(c) Any notice of redemption shall be mailed by first class mail, postage prepaid; provided that any notice of redemption given to any Owner of $1,000,000 or more in aggregate principal amount of Obligations also shall be transmitted electronically. A certificate of the Trustee shall conclusively establish the mailing or delivery of any such notice for all purposes.

(d) Notice having been mailed in the manner provided in (a) above, the Obligations and portions thereof called for redemption shall become due and payable on the redemption date, and upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus interest accrued to the redemption date.

(e) If the money or Defeasance Obligations for the redemption of all of the Obligations and portions thereof to be redeemed, together with interest accrued thereon to the redemption date, is held by the Trustee on the redemption date, so as to be available therefor on that date, then from and after the redemption date those Obligations and portions thereof to be redeemed shall cease to bear interest and no longer shall be considered to be Outstanding hereunder. If those moneys shall not be so available on the redemption date, those Obligations and portions

thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption.

(f) All moneys deposited in the Payment Fund and held by the Trustee for the redemption of particular Obligations shall be held in trust for the account of the Owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Obligations.

Section 4.4. Partial Redemption of Obligation. Upon surrender of any Obligation redeemed in part only, the Trustee shall execute and deliver to the Owner thereof, at the expense of the City, a new Obligation or Obligations of Authorized Denominations equal in aggregate principal amount to the unredeemed portion of the Obligation surrendered and of the same maturity.

ARTICLE V
PAYMENT FUND

Section 5.1. Trustee's Rights in Purchase Agreement. The Trustee holds in trust hereunder all of its rights and duties in the Purchase Agreement, including but not limited to all of the rights to receive and collect all of the Payments and all other amounts required to be deposited in the Payment Fund pursuant to the Purchase Agreement or pursuant hereto. All of the Payments and such other amounts to which the Seller may at any time be entitled shall be paid directly to the Trustee in trust, and all of the Payments collected or received by the Trustee shall be held by the Trustee in trust hereunder in the Payment Fund for the benefit of the Owners.

Section 5.2. Establishment and Application of Payment Fund.

(a) The Trustee shall establish a special trust fund designated as the "*City of Buckeye, Arizona Series 2024A Payment Fund*" (herein referred to as the "*Payment Fund*"). So long as any Obligations are Outstanding, the City shall have no beneficial right or interest in the Payment Fund or the moneys deposited therein, except only as provided in this Trust Agreement, and such moneys shall be used and applied by the Trustee as hereinafter set forth.

(b) Not less than ten (10) Business Days prior to each Interest Payment Date, the Trustee shall notify the City of the amount required to be paid, after taking into account amounts which will be transferred to the Payment Fund in accordance herewith, on or before such Interest Payment Date, so that a sufficient amount will then be on deposit for both principal and interest represented by the Obligations then due. All amounts received by the Trustee as Payments pursuant to the Purchase Agreement or as transfers pursuant hereto shall be deposited in the Payment Fund.

(c) All amounts in the Payment Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal and interest represented by the Obligations as the same shall become due and payable, in accordance with the provisions of Articles II and IV.

Section 5.3. Transfers of Investment Earnings to Payment Fund. Except as otherwise directed by the City, the Trustee shall, on or before the next Interest Payment Date occurring on July 1, transfer any income or profit on the investment of moneys in the funds hereunder to the Payment Fund.

Section 5.4. Surplus. Any surplus remaining in any of the funds created hereunder, after redemption and payment or provision for redemption and payment of all Obligations, including accrued interest and redemption premium, if any, and payment of any applicable fees, expenses or indemnities to the Trustee, or provision for such redemption and payment having been made to the satisfaction of the Trustee, shall be withdrawn by the Trustee and remitted to the City.

ARTICLE VI
MONEYS IN FUNDS; INVESTMENT; CERTAIN TAX COVENANTS

Section 6.1. **Held in Trust**. The moneys and investments held by the Trustee under this Trust Agreement are irrevocably held in trust for the benefit of the Owners of the Obligations and for the purposes herein specified, and such moneys, and any income or interest earned thereon, shall be expended only as provided in this Trust Agreement and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of the City or any Owner of the Obligations.

Section 6.2. **Investments Authorized**. Upon written order of the City Representative, moneys held by the Trustee hereunder shall be invested and reinvested by the Trustee, to the maximum extent practicable in Permitted Investments. The City Representative shall direct such investment in specific Permitted Investments. Such investments, if registrable, shall be registered in the name of the Trustee and shall be held by the Trustee. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section. Such investments and reinvestments shall be made giving full consideration to the time at which funds are required to be available. The Trustee may act as purchaser or agent in the making or disposing of any investment. Absent timely and specific written direction from the City Representative, the Trustee shall hold any cash held by it hereunder uninvested. In no event shall the Trustee be liable for the selection of investments. The Trustee may conclusively rely upon such written direction from the City Representative as to both the suitability and legality of the directed investments and such written investment direction shall constitute a certification that such directed investment constitutes a Permitted Investment. The City acknowledges that regulations of the Comptroller of the Currency grant the City the right to receive brokerage confirmations of the security transactions as they occur, at no additional cost. To the extent permitted by law, the City specifically waives compliance with 12 Code of Federal Regulations 12 and hereby notifies the Trustee that no brokerage confirmations need be sent relating to the security transactions as they occur. The Trustee also is specifically authorized to implement its automated cash investments system to assure that cash on hand is invested and to charge reasonable cash management fees, which may be deducted from income earned on investments.

Section 6.3. **Accounting**. The Trustee shall furnish to the City, not less than semiannually, an accounting (which may be in the form of its customary statement) of all investments made by the Trustee. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Section 6.2.

Section 6.4. **Allocation of Earnings**. Any income, profit or loss on such investments shall be deposited in or charged to the respective funds from which such investments were made, and any interest on any deposit of funds shall be deposited in the fund from which such deposit was made, except as otherwise provided herein. At the direction of the City Representative, any such income, profit or interest shall be transferred and applied if necessary to pay amounts due pursuant to Section 148 of the Code.

Section 6.5. **Valuation and Disposition of Investments**. For the purpose of determining the amount in any fund, all Permitted Investments credited to such fund shall be valued at Market Value. The City acknowledges that values shall be determined in accordance

with the price provided by pricing services and sources relied upon by the Trustee and the Trustee does not have any duty to independently value any asset or an obligation other than the price provided by pricing services and sources relied upon by Trustee. The Trustee may sell or present for redemption, any Permitted Investment so purchased by the Trustee whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Permitted Investment is credited, and the Trustee shall not be liable or responsible for any loss resulting from such investment.

Section 6.6. Limitation of Investment Yield. In the event the City is of the opinion that it is necessary to restrict or limit the yield on the investment of any amounts paid to or held by the Trustee hereunder in order to avoid the Obligations, or any of them, being considered "arbitrage bonds" within the meaning of Section 148 of the Code, the City Representative may issue to the Trustee a written certificate to such effect along with instructions directing the Trustee to take such action with respect to investments hereunder as the City instructs so to restrict or limit the yield on such investment in accordance with the specific instructions contained in such certificate. The Trustee shall have no responsibility with respect to arbitrage or investment yield in connection with the Obligations except to comply within a reasonable time with written investment direction of the City in accordance with this Section and Section 6.2.

Section 6.7. Other Tax Covenants. In consideration of the acceptance and execution of the Purchase Agreement by the Trustee and the purchase by the Owners, from time to time, and in consideration of retaining the exclusion of the portion of each Payment denominated as and comprising interest pursuant to the Purchase Agreement and received by the Owners for federal income tax purposes, the City shall, from time to time, neither take nor fail to take any action, which action or failure to act is within its power and authority and would result in such portion of each such Payment becoming subject to inclusion in gross income for federal income tax purposes under either laws existing on the date of execution of the Purchase Agreement or such laws as they may be modified or amended or tax laws later adopted. The City shall comply with such requirement(s) and will take any such action(s) as are necessary to prevent such portion of each such Payment from becoming subject to inclusion in gross income for federal income tax purposes. Such requirements may include but are not limited to making further specific covenants; making truthful certifications and representations and giving necessary assurances; complying with all representations, covenants and assurances contained in certificates or agreements to be prepared by special counsel; to pay to the United States of America any required amounts representing rebates of arbitrage profits relating to the Obligations; filing forms, statements and supporting documents as may be required under the federal tax laws; limiting the term of and yield on investments made with moneys held pursuant to this Trust Agreement and limiting the use of the proceeds of the Obligations and property financed thereby.

ARTICLE VII
THE TRUSTEE

Section 7.1. Appointment of Trustee. The City hereby authorizes and directs the Trustee to, and the Trustee shall, execute and deliver the Purchase Agreement, as Seller, and receive all moneys required to be deposited with the Trustee hereunder and shall allocate, use and apply the same as provided in this Trust Agreement. The City shall maintain as the Trustee a bank or trust company with a combined capital and surplus of at least Fifty Million Dollars ($50,000,000), and subject to supervision or examination by federal or State authority, so long as any of the Obligations are Outstanding. If such bank or trust company publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority above referred to then for the purpose of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

Section 7.2. Liability of Trustee; Standard of Care. Except with respect to its authority and power generally and authorization to execute this Trust Agreement, the recitals of facts, covenants and agreements herein, in the Purchase Agreement and in the Obligations shall be taken as statements, covenants and agreements of the City, and the Trustee assumes no responsibility for the correctness of the same, or makes any representations as to the validity hereof or sufficiency of this Trust Agreement, the Purchase Agreement or the Obligations or shall incur any responsibility in respect hereof or thereof, other than in connection with the duties or obligations herein or in the Obligations assigned to or imposed upon it. Prior to the occurrence of an Event of Default, or after the timely cure of an Event of Default, the Trustee shall perform only such duties as are specifically set forth in this Trust Agreement and no implied obligations or covenants should be read into this Trust Agreement against the Trustee. After the occurrence of an Event of Default, the Trustee shall exercise such of the rights and powers vested in it, and use the same degree of care and skill in such exercise, as a prudent person would exercise under the circumstances in the conduct of its own affairs.

Section 7.3. Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company shall be eligible under Section 7.1, shall be the successor to the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 7.4. Protection and Rights of the Trustee.

(a) The Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificates, statements, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Trust Agreement, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee shall

not be bound to recognize any person as an Owner of any Obligation or to take any action at his request unless such Obligation shall be deposited with the Trustee and satisfactory evidence of the ownership of such Obligation shall be furnished to the Trustee. The Trustee may consult with counsel with regard to legal questions, and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

(b) Whenever in the administration of its duties under this Trust Agreement, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) shall be deemed to be conclusively proved and established by the certificate of the City Representative and such certificate shall be full warranty to the Trustee for any action taken or suffered under the provisions of this Trust Agreement upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

(c) The Trustee may become the Owner of the Obligations with the same rights it would have if it were not Trustee; may acquire and dispose of other bonds or evidence of indebtedness of the City with the same rights it would have if it were not the Trustee and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Obligations, whether or not such committee shall represent the Owners of the majority in principal amount of the Obligations then Outstanding.

(d) The recitals, statements and representations by the City contained in this Trust Agreement, the Purchase Agreement or the Obligations shall be taken and construed as made by and on the part of the City and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

(e) The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Trustee shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Trustee shall not be answerable for the exercise of any discretion or power under this Trust Agreement or for anything whatever in connection with the funds and accounts established hereunder, except only for its own willful misconduct or negligence.

(f) No provision in this Trust Agreement shall require the Trustee to risk or expend its own funds or otherwise incur any financial liability (including, without limitation, any and all environmental liability) in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not reasonably assured to it.

(g) The Trustee shall not be accountable for the use or application by the City or any other party of any funds which the Trustee has released in accordance with the terms of this Trust Agreement.

(h) The Trustee makes no representation or warranty, express or implied, as to the title, value, design, compliance with specifications or legal requirements, quality, durability, operation, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the City of the Project. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from the Purchase Agreement or this Trust Agreement for the Project.

(i) Notwithstanding any provision in this Trust Agreement or the Purchase Agreement to the contrary, the Trustee shall not be required to take notice or be deemed to have notice of any default or an Event of Default, except an Event of Default under Section 9(a)(i)(A) of the Purchase Agreement, unless a Responsible Officer of the Trustee has actual notice thereof or is specifically notified in writing of such default by the City or the Owners of at least twenty-five percent (25%) in aggregate principal amount of all Obligations then Outstanding.

(j) The Trustee shall have the right to accept and act upon instructions of directions pursuant to this Trust Agreement sent by unsecured email, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee email or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee cannot determine the identity of the actual sender of such Instructions and the Trustee shall conclusively presume that directions that purport to have been sent by an officer listed on the incumbency certificate provided to the Trustee have been sent by such officer. The City shall be responsible for ensuring that only authorized representatives transmit such Instructions to the Trustee and that the City and all authorized representatives are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(k) The Trustee shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care. Force majeure shall include acts

of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

(l) The Trustee shall have no responsibility or liability with respect to any information, statements or recitals in any offering memorandum or other disclosure material prepared or distributed with respect to the execution and delivery of the Obligations.

(m) The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct. The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the Project.

(n) Before taking any action under this Trust Agreement relating to an Event of Default or in connection with its duties under this Trust Agreement other than making payments of principal and interest on the Obligations as they become due, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, including, but not limited to, any liability arising directly or indirectly under any federal, state or local statute, rule, law or ordinance related to the protection of the environment or hazardous substances and except liability which is adjudicated, to have resulted from its negligence or willful misconduct in connection with any action so taken.

(o) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in aggregate principal amount of the Obligations then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Trust Agreement.

(p) In acting or omitting to act pursuant to the Purchase Agreement or any other documents executed in connection herewith or therewith, the Trustee shall be entitled to all of the rights, immunities and indemnities accorded to it under this Trust Agreement, including, but not limited to, this Article VII.

Section 7.5. Compensation of Trustee. The City shall from time to time, pursuant to a fee schedule agreed to between the City and the Trustee (which fee schedule may be amended in writing), pay to the Trustee reasonable compensation for its services, including but not limited to advances to, and reasonable fees and expenses of, independent appraisers, accountants, consultants, counsel, agents and attorneys-at-law or other experts employed by it in the exercise and performance of its powers and duties hereunder. When the Trustee incurs expenses or renders services after the occurrence of an Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

Section 7.6. Removal and Resignation of Trustee.

(a) The City (but only if no Event of Default has occurred and is continuing) or the Owners of a majority in aggregate principal amount of all Obligations

Outstanding, at any time upon thirty (30) days' prior written notice, and for any reason, may remove the Trustee and any successor thereto, but any such successor shall be a bank or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars ($50,000,000) and subject to supervision or examination by federal or State authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or the requirements of any supervising or examining authority above referred to, then, for the purposes of this Section, the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(b) The Trustee may at any time resign by giving written notice to the City. Upon receiving such notice of resignation, the City shall promptly appoint a successor trustee by an instrument in writing; provided, however, that in the event that the City does not appoint a successor trustee within thirty (30) days following receipt of such notice of resignation or its giving notice of removal, the retiring Trustee may petition the appropriate court having jurisdiction to appoint a successor trustee. Any resignation or removal of the Trustee and appointment of a successor trustee shall become effective upon acceptance of appointment by the successor trustee. The Trustee and the City shall execute any documents reasonably required to effect the transfer of rights and obligations of the Trustee to the successor trustee subject, however, to the terms and conditions herein set forth, including, without limitation, the right of the predecessor Trustee to be paid and reimbursed in full for its reasonable charges and expenses (including reasonable fees and expenses of its counsel) and the indemnification under Sections 7.4 and 10.3. Upon such acceptance, the successor trustee shall mail notice thereof to the Owners of the Obligations at their respective addresses set forth on the registration books for the Obligations maintained pursuant to Section 2.13.

Section 7.7. Appointment of Agent. The Trustee may appoint an agent or agents to exercise any of the powers, rights or remedies granted to the Trustee under this Trust Agreement and to hold title to property or to take any other action which may be desirable or necessary.

Section 7.8. Commingling. The Trustee may commingle any of the funds held by it pursuant to this Trust Agreement in a separate fund or funds for investment purposes only; provided, however, that all funds or accounts held by the Trustee hereunder shall be accounted for separately notwithstanding such commingling by the Trustee.

Section 7.9. Records. The Trustee shall keep complete and accurate records of all moneys received and disbursed under this Trust Agreement, which shall be available for inspection by the City, or any of its agents, at any time, upon reasonable prior notice, during regular business hours. The Trustee shall provide the City Representative with semiannual reports of funds transactions and balances in accordance with Section 6.3.

ARTICLE VIII
MODIFICATION OR AMENDMENT OF AGREEMENTS

Section 8.1. Amendments Permitted.

(a) This Trust Agreement and the rights and obligations of the Owners of the Obligations and the Purchase Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental or amending agreement which shall become effective when the written consent of the Owners of a majority in aggregate principal amount of all Obligations then Outstanding, exclusive of Obligations disqualified as provided in Section 8.3, shall have been filed with the Trustee. No such modification or amendment shall (1) extend or have the effect of extending the fixed maturity of any Obligation or reducing the interest rate with respect thereto or extending the time of payment of interest, or reducing the amount of principal thereof or reducing any premium payable upon the redemption thereof, without the express consent of the Owner of such Obligation, or (2) reduce or have the effect of reducing the percentage of Obligations required for the affirmative vote or written consent to an amendment or modification of this Trust Agreement or the Purchase Agreement, or (3) modify any of the rights or obligations of the Trustee without its written assent thereto. Any such supplemental or amending agreement shall become effective as provided in Section 8.2.

(b) This Trust Agreement and the rights and obligations of the Owners of the Obligations, and the Purchase Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental or amending agreement, without the consent of any such Owners, but only (1) to provide for additions or modifications to the Project, (2) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein reserved to the Trustee (for its own behalf) or the City, (3) to secure additional revenues or provide additional security or reserves for payment of the Obligations, (4) to comply with the requirements of any state or federal securities laws or the Trust Indenture Act of 1939, as from time to time amended, if required by law or regulation lawfully issued thereunder, (5) to provide for the appointment of a successor trustee pursuant to the terms hereof, (6) to preserve the exclusion of the interest on the Obligations from gross income for purposes of federal or State income taxes and to preserve the power of the City to continue to issue bonds or incur other obligations the interest on which is likewise exempt from federal and State income taxes, (7) to cure, correct or supplement any ambiguous or defective provision contained herein or therein, (8) to facilitate the incurrence of additional Parity Obligations, (9) with respect to rating matters, or (10) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which shall not materially adversely affect the interests of the Owners of the Obligations as evidenced by a Special Counsel's Opinion delivered by the City to the Trustee. Any such supplemental or amending agreement shall become effective upon execution and delivery by the parties hereto or thereto as the case may be. The Trustee may rely upon a Special Counsel's Opinion as conclusive evidence that any such supplemental or amending agreement complies with this Section.

Section 8.2. Procedure for Amendment With Written Consent of Obligation Owners.

(a) This Trust Agreement and the Purchase Agreement may be amended by supplemental or amending agreement as provided in this Section in the event the consent of the Owners of the Obligations is required pursuant to Section 8.1. A copy of such supplemental or amending agreement, together with a request to the Owners of the Obligations for their consent thereto, shall be mailed by the Trustee to each Owner of an Obligation at the address thereof as set forth on the registration books for the Obligations maintained pursuant to Section 2.13, but failure to mail copies of such supplemental or amending agreement and request shall not affect the validity of the supplemental or amending agreement when assented to as provided in this Section.

(b) Such supplemental or amending agreement shall not become effective unless there shall be filed with the Trustee the written consent of the Owners of a majority in principal amount of all Obligations then Outstanding (exclusive of Obligations disqualified as provided in Section 8.3) and a notice shall have been mailed as hereinafter in this Section provided. The consent of an Owner of an Obligation shall be effective only if accompanied by proof of ownership of the Obligations for which such consent is given, which proof shall be such as is permitted by Section 2.12. Any such consent shall be binding upon the Owner of the Obligation giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

(c) After the Owners of the required percentage of Obligations shall have filed their consents to such supplemental or amending agreement, the Trustee shall mail a notice to the Owners of the Obligations in the manner hereinbefore provided in this Section for the mailing of such supplemental or amending agreement of the notice of adoption thereof, stating in substance that such supplemental or amending agreement has been consented to by the Owners of the required percentage of Obligations and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of such supplemental agreement or consents thereto). A record, consisting of the papers required by this Section to be filed with the Trustee, shall be conclusive proof of the matters therein stated. Such supplemental or amending agreement shall become effective upon the mailing of such last-mentioned notice, and such supplemental or amending agreement shall be deemed conclusively binding upon the parties hereto and the Owners of all Obligations at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty (60) day period.

Section 8.3. Disqualified Obligations. Obligations owned or held by or for the account of the City or by any person directly or indirectly controlled by, or under direct or indirect common control with the City (except any Obligations held in any pension or retirement fund) shall not be deemed Outstanding for the purpose of any vote, consent, waiver or other action or any calculation of Outstanding Obligations provided for in this Trust Agreement and shall not be entitled to vote upon, consent to, or take any other action provided for in this Trust Agreement;

provided, however, that in determining whether the Trustee shall be protected in relying upon any such approval or consent of an Owner, only Obligations which a Responsible Officer of the Trustee actually knows to be owned or held by the City, or by any person directly or indirectly controlled by, or under direct or indirect common control with the City (except any Obligations held in any pension or retirement fund) shall be deemed not to be Outstanding unless all Obligations are so owned, in which case such Obligations shall be considered Outstanding for the purpose of such determination.

Section 8.4. Effect of Supplemental Trust Agreement. From and after the time any supplemental or amending agreement becomes effective pursuant to this Article VIII, this Trust Agreement or the Purchase Agreement, as the case may be, shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners of Obligations Outstanding, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any supplemental or amending agreement shall be deemed to be part of the terms and conditions of this Trust Agreement or the Purchase Agreement, as the case may be, for any and all purposes.

Section 8.5. Endorsement or Replacement of Obligations Delivered After Amendments. The Trustee may determine that Obligations delivered after the effective date of any action taken as provided in this Article shall bear a notation, by endorsement or otherwise, in form approved by the Trustee, as to such action. In that case, upon demand of the Owner of any Obligation Outstanding at such effective date and presentation of his Obligation for the purpose at the office of the Trustee, a suitable notation shall be made on such Obligation. The Trustee may determine that the delivery of substitute Obligations, so modified as in the opinion of the Trustee is necessary to conform to such Obligation Owners' action, which substitute Obligations shall thereupon be prepared, executed and delivered. In that case, upon demand of the Owner of any Obligation then Outstanding, such substitute Obligation shall be exchanged at the Designated Office of the Trustee, without cost to such Owner, for an Obligation of the same character then Outstanding, upon surrender of such Outstanding Obligation.

Section 8.6. Amendatory Endorsement of Obligations. The provisions of this Article shall not prevent any Obligation Owner from accepting any amendment or supplement as to the particular Obligations held thereby, provided that proper notation thereof is made on such Obligations.

ARTICLE IX
COVENANTS, NOTICES

Section 9.1. Compliance With and Enforcement of Purchase Agreement. The City shall perform all obligations and duties imposed on it under the Purchase Agreement and shall not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be an Event of Default. The City, immediately upon receiving or giving any notice, communication or other document in any way relating to or affecting any such action will deliver the same, or a copy thereof, to the Trustee.

Section 9.2. Observance of Laws and Regulations. The City shall well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States of America, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the City, including its right to exist and carry on business as a political subdivision, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section 9.3. Recordation and Filing. The City shall file this Trust Agreement (or a memorandum thereof or a financing statement with respect thereto), and all such documents as may be required by law (and shall take all further actions which may be necessary or be reasonably required by the Trustee), all in such manner, at such times and in such places as may be required by law in order fully to preserve, protect and perfect the security of the Trustee and the Owners.

Section 9.4. Further Assurances. The Trustee (at the reasonable request of the City) and the City shall make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Trust Agreement and the Purchase Agreement and for the better assuring and confirming unto the Owners the rights and benefits provided herein.

Section 9.5. Notification to the City of Failure to Make Payments. The Trustee shall notify the City of any failure by the City to make any Payment or other payment required under the Purchase Agreement to be made to the Trustee, in writing and within one (1) Business Day of any such failure. Such notice shall not be a prerequisite for the occurrence of an Event of Default.

Section 9.6. Business Days. Except as otherwise required herein, if this Trust Agreement or the Purchase Agreement requires any party to act on a specific day and such day is not a Business Day, such party need not perform such act until the next succeeding Business Day, and such act shall be deemed to have been performed on the day required.

ARTICLE X
LIMITATION OF LIABILITY

Section 10.1. Limited Liability of the City. Except for the payment of Payments from revenues from Excise Taxes and State Shared Revenues when due in accordance with the Purchase Agreement and the performance of the other covenants and agreements of the City contained in the Purchase Agreement and herein, the City shall have no pecuniary obligation or liability to any of the other parties or to the Owners with respect to this Trust Agreement or the terms, execution, delivery or transfer of the Obligations or the distribution of Payments to the Owners by the Trustee.

Section 10.2. No Liability of the City for Trustee Performance. The City shall have no obligation or liability to any of the other parties or to the Owners with respect to the performance by the Trustee of any duty imposed upon it under this Trust Agreement.

Section 10.3. Indemnification of the Trustee.

(a) To the extent permitted by law, the City shall indemnify and save the Trustee and its officers, directors, agents and employees, harmless for, from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of: (1) the use, maintenance, condition or management of, or from any work or thing done on, the Project or any portion thereof or interest therein by the City; (2) any breach or default on the part of the City in the performance of any of its obligations under this Trust Agreement and any other agreement made and entered into for purposes of the Project or any interest therein; (3) any act of negligence of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Project; (4) any act of negligence of any assignee of, or purchaser from, the City or of any of its or their agents, contractors, servants, employees or licensees with respect to the Project; (5) the acquisition of the Project or any interest therein; (6) the actions of any other party, including but not limited to the operation or use of the Project or interest therein by the City; (7) the ownership of the Project or interest therein; (8) the exercise and performance by the Trustee of its powers and duties hereunder, under the Purchase Agreement or the Obligations or in connection with any document or transaction contemplated herewith or therewith; or (9) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading in any official statement or other offering circular utilized in connection with the sale of the Obligations, including the costs and expenses of defending itself against any claim of liability arising under this Trust Agreement. No indemnification will be made under this Section or elsewhere in this Trust Agreement for willful misconduct or negligence by the Trustee, or by its officers, agents, employees, successors or assigns. As security for the payment of amounts due under Section 7.5 and this Section, the Trustee shall be secured under this Trust Agreement by a lien prior to that for the Obligations. The obligations of the City hereunder for indemnification under this Section shall remain valid and binding notwithstanding, and shall survive, the maturity and payment or redemption of the Obligations or resignation or removal of the Trustee or the termination of this Trust Agreement.

(b) Promptly after determining that any event or condition which requires or may require indemnification by the City hereunder exists or may exist, or after receipt

of notice of the commencement of any action in respect of which indemnity may be sought hereunder, the Trustee shall notify the City in writing of such circumstances or action (the "*Notification*"). Failure to give such notification shall not affect the right of the Trustee to receive the indemnification provided for herewith. Upon giving of the Notification, the Trustee shall cooperate fully with the City in order that the City may defend, compromise or settle any such matters or actions which may result in payment by the City hereunder. The City shall give the Trustee notice of its election within fifteen (15) days after receiving the Notification whether the City, at its sole cost and expense, shall represent and defend the Trustee in any claim or action which may result in a request for indemnification hereunder. If the City timely gives the notice that it will represent and defend the Trustee thereafter, the Trustee shall not settle or compromise or otherwise interfere with the defense or undertakings of the City hereunder. The City shall not settle or compromise any claim or action against the Trustee without the written approval of the Trustee, except to the extent that the City shall pay all losses and the Trustee shall be fully released from such claim or action. If the City either fails to timely give its notice or notifies the Trustee that the City will not represent and defend the Trustee or the Trustee believes in good faith that there are defenses available to it that are not available to the City or that are adverse to or in conflict with those available to the City and that the Trustee believes in good faith cannot be effectively asserted by common counsel, the Trustee may defend, settle, compromise or admit liability as it shall determine in the reasonable exercise of its discretion, at the expense of the City. In the event the City is required to and does indemnify the Trustee as herein provided, the rights of the City shall be subrogated to the rights of the Trustee to recover such losses or damages from any other person or entity.

Section 10.4. Opinion of Counsel. Before being required to take any action, the Trustee may require an opinion of Independent Counsel acceptable to the Trustee, which opinion shall be made available to the other parties hereto upon request, which counsel may be counsel to any of the parties hereto, or a verified certificate of any party hereto, or both, concerning the proposed action. If it does so in good faith, the Trustee shall be absolutely protected in relying thereon.

ARTICLE XI
EVENTS OF DEFAULT AND REMEDIES OF OBLIGATION OWNERS

Section 11.1. Seller's Rights Held in Trust. As provided herein, the Trustee holds in trust hereunder all of the Seller's rights in and to the Purchase Agreement, including without limitation all of the Seller's rights to exercise such rights and remedies conferred on the Seller pursuant to the Purchase Agreement as may be necessary or convenient to enforce payment of the Payments and any other amounts required to be deposited in the Payment Fund and enforcement of the pledge of revenues from Excise Taxes and State Shared Revenues for the payment of the Obligations.

Section 11.2. Remedies Upon Default; No Acceleration. If an Event of Default shall happen, then and in each and every such case during the continuance of such Event of Default, the Trustee may, or upon request of the Owners of a majority in aggregate principal amount of the Obligations then Outstanding and receiving indemnity satisfactory to it shall, exercise one or more of the remedies granted pursuant to the Purchase Agreement; provided, however, that notwithstanding anything herein or in the Purchase Agreement to the contrary, there shall be no right under any circumstances to accelerate the maturities of the Obligations or otherwise to declare any of the Payments not then past due or in default to be immediately due and payable.

Section 11.3. Application of Funds. All moneys received by the Trustee pursuant to any right given or action taken pursuant to the provisions of this Article XI or Section 9 of the Purchase Agreement and any moneys held as part of the trust estate shall be applied by the Trustee in the order following:

First, to the payment of the fees, costs and expenses of the Trustee and then of the Obligation Owners in declaring such Event of Default, including reasonable compensation to its or their agents, attorneys and counsel and

Second, to the payment of the whole amount then owing and unpaid with respect to the Obligations and, in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid with respect to the Obligations, then to the payment of such principal and interest without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest.

Section 11.4. Institution of Legal Proceedings. If one or more Events of Default shall happen and be continuing, the Trustee in its discretion may, and upon the written request of the Owners of a majority in aggregate principal amount of all Obligations then Outstanding, and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of the Owners of the Obligations by a suit in equity or action at law for the specific performance of any covenant or agreement contained herein.

Section 11.5. Non-waiver. Except as otherwise provided in this Article, the Obligation Owners have the right to institute suit to enforce and collect the Payments as provided in the Purchase Agreement. No delay or omission of the Trustee or of any Owner of any of the Obligations to exercise any right or power arising upon the happening of any Event of Default

shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every power and remedy given by this Article to the Trustee or the Owners of the Obligations may be exercised from time to time and as often as shall be deemed expedient by the Trustee or the Obligation Owners.

Section 11.6. Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of a majority in aggregate principal amount of the Obligations then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Obligations, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, without the consent of the Owners of a majority in aggregate principal amount of the Obligations Outstanding.

Section 11.7. Limitation on Obligation Owners' Right to Sue.

(a) No Owner of any Obligation issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Trust Agreement, unless (1) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default hereunder; (2) the Owners of at least a majority in aggregate principal amount of all Obligations then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (3) said Owners shall have tendered to the Trustee indemnity satisfactory to it against the costs, expenses, and liabilities to be incurred in compliance with such request; and (4) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

(b) Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Obligations of any remedy hereunder; it being understood and intended that no one or more Owners of Obligations shall have any right in any manner whatever by his or their action to enforce any right under this Trust Agreement, except in the manner herein provided, and that all proceedings at law or in equity with respect to an Event of Default shall be instituted, had and maintained in the manner herein provided and for the equal and proportionate benefit of all Owners of the Outstanding Obligations.

(c) The right of any Owner of any Obligation to receive payment of said Owner's proportionate interest in the Payments as the same become due, or to institute suit for the enforcement of such payment, shall not be impaired or affected without the consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of this Trust Agreement.

ARTICLE XII
MISCELLANEOUS

Section 12.1. Defeasance.

(a) If and when any Outstanding Obligation or portion thereof shall be paid and discharged in any one or more of the following ways:

(1) By paying or causing to be paid the principal of and interest and redemption premium, if any, with respect to such Obligations Outstanding, as and when the same become due and payable;

(2) By depositing with a Depository Trustee, in trust for such purpose, at or before maturity, money which, together with the amounts then on deposit in the Payment Fund is fully sufficient to pay or cause to be paid such Obligations Outstanding, including all principal, interest and redemption premium, if any; or

(3) By depositing with a Depository Trustee, in trust for such purpose, any Defeasance Obligations which are noncallable in such amount as shall be certified to the Trustee and the City in a report by an independent firm of nationally recognized certified public accountants acceptable to the Trustee and the City, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit in the Payment Fund together with the interest to accrue thereon, to pay and discharge or cause to be paid and discharged such Obligations (including all principal, interest and redemption premium, if any) at their respective maturity or prior redemption dates, which deposit may be made in accordance with the provisions of Section 7 of the Purchase Agreement;

notwithstanding that any Obligations shall not have been surrendered for payment, all obligations of the Trustee and the City with respect to such Outstanding Obligations shall cease and terminate, except only the obligation of the Trustee to pay or cause to be paid, from funds deposited pursuant to subsections (2) or (3) of this Section and paid to the Trustee by the Depository Trustee, to the Owners of the Obligations not so surrendered and paid all sums due with respect thereto, and in the event of deposits pursuant to subsections (2) or (3), the Obligations shall continue to represent direct and proportionate interests of the Owners thereof in such funds.

(b) Any funds held by the Trustee, at the time of one of the events described in paragraph (a) of this Section, which are not required for the payment to be made to Owners or for the payment of any other amounts due and payable by the City hereunder or under the Purchase Agreement, shall be paid over to the City.

(c) Any Obligation or portion thereof in Authorized Denominations may be paid and discharged as provided in this Section; provided however, that if any such Obligation or portion thereof is to be redeemed, notice of such redemption shall have been given in accordance with the provisions hereof or the City shall have submitted to the Trustee instructions expressed to be irrevocable as to the date upon which such Obligation or portion thereof is to be redeemed and as to the giving of notice of such redemption; and provided further, that if any such Obligation or portion thereof will not mature within sixty (60) days of the deposit referred to in

paragraph (a) subsections (2) or (3) of this Section, the Trustee shall give notice of such deposit by first class mail to the Owners.

(d) No Obligation may be provided for as described in this Section if, as a result thereof, or of any other action in connection with which the provisions for payment of such Obligation is made, the interest payable on any Obligation is thereby made includable in gross income for federal income tax purposes. The Trustee, the Depository Trustee, and the City may rely upon an opinion of Independent Counsel which is nationally recognized bond counsel to the effect that the provisions of this subsection will not be breached by so providing for the payment of any Obligations.

Section 12.2. Notices. All written notices to be given under this Trust Agreement shall be given by overnight delivery or courier or by mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective upon deposit in the United States of America mail, postage prepaid or, in the case of personal delivery, upon delivery to the address set forth below:

If to the City: City of Buckeye, Arizona
530 East Monroe Avenue
Buckeye, Arizona 85326
Attention: Chief Financial Officer

If to the Trustee: [_____]
[_____]
[_____]
Attention: [_____]

Section 12.3. Incorporation of State Statutes.

(a) As required by the provisions of Section 38-511, Arizona Revised Statutes, as amended, notice is hereby given that the City may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice is received by all other parties to the contract unless the notice specifies a later time. The Trustee covenants not to employ as an employee, an agent or, with respect to the subject matter of this Trust Agreement, a consultant, any person significantly involved in initiating, negotiating, securing, drafting or creating this Trust Agreement on behalf of the City within three years from the execution of this Trust Agreement, unless a waiver of Section 38-511, Arizona Revised Statutes, as amended, is provided by the City. No basis exists for the City to cancel this Trust Agreement pursuant to Section 38-511, Arizona Revised Statutes, as amended, as of the date hereof.

(b) To the extent applicable under Section 41-4401, Arizona Revised Statutes, as amended, the Trustee shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the "e-verify" requirements under Section 23-214(A), Arizona Revised Statutes, as amended. The breach by the Trustee of the foregoing shall be deemed a material breach of this Trust Agreement and may result in the termination of the services of the Trustee. The City retains the legal right to randomly inspect the papers and records of the Trustee to ensure that the Trustee is complying with the above-mentioned warranty. The Trustee shall keep such papers and records open for random inspection during normal business hours by the Trustee. The Trustee shall cooperate with the random inspections by the City including granting the City entry rights onto its property to perform such random inspections and waiving its respective rights to keep such papers and records confidential.

(c) To the extent applicable under Section 35-393 et seq., Arizona Revised Statutes, as amended, the Trustee hereby certifies it is not currently engaged in, and for the duration of this Trust Agreement shall not engage in, a boycott of Israel. The term "boycott" has the meaning set forth in Section 35-393, Arizona Revised Statutes, as amended. If the City determines that the Trustee's certification above is false or that it has breached such agreement, the City may remove the Trustee hereunder as provided by law.

(d) To the extent applicable under Section 35-394, Arizona Revised Statutes, as amended, the Trustee hereby certifies it does not currently, and for the duration of this Trust Agreement shall not use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China, (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. The foregoing certification is made to the best knowledge of the Trustee without any current independent investigation or without any future independent investigation for the duration of this Trust Agreement. If the Trustee becomes aware during the duration of this Trust Agreement that it is not in compliance with such certification, the Trustee shall provide the required notice to the City and resign as Trustee hereunder in accordance with the provisions of Article VII. If the City determines that the Trustee is not in compliance with the foregoing certification and has not taken remedial action, the City shall terminate the Trustee's role as the Trustee hereunder pursuant to Article VII.

Section 12.4. Governing Law. This Trust Agreement shall be construed and governed in accordance with the laws of the State.

Section 12.5. Binding Effect and Successors. This Trust Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this Trust Agreement either the City or the Trustee is named or referred to, such reference shall be deemed to include successors or assigns thereof, and all the covenants and agreements in this Trust Agreement contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 12.6. Execution in Counterparts. This Trust Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Trust Agreement.

Section 12.7. Destruction of Cancelled Obligations. Whenever in this Trust Agreement provision is made for the surrender to or cancellation by the Trustee and the delivery to the City of any Obligations, the Trustee may destroy such Obligations and deliver a certificate of such destruction to the City instead.

Section 12.8. Headings. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Trust Agreement. All references herein to "Articles", "Sections", and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement; and the words "herein", "hereof", "hereunder" and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision hereof.

Section 12.9. Parties Interested Herein. Nothing in this Trust Agreement or the Obligations, expressed or implied, is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the City, the Trustee and the Owners, any legal or equitable right, remedy or claim under or by reason of this Trust Agreement or any covenant, condition or stipulation hereof, and all covenants, stipulations, provisions and agreements in this Trust Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Trustee and the Owners of the Obligations.

Section 12.10. Waiver of Notice. Whenever in this Trust Agreement the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 12.11. Severability of Invalid Provisions. In case any one or more of the provisions contained in this Trust Agreement or in the Obligations shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision of this Trust Agreement, and this Trust Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The parties hereto hereby declare that they would have entered into this Trust Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the delivery of the Obligations pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Trust Agreement may be held illegal, invalid or unenforceable.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Trust Agreement as of the day and year first above written.

[_____], as Trustee

By_____
Authorized Representative

CITY OF BUCKEYE, ARIZONA

By_____
Mayor

ATTEST:

_____
City Clerk

[Signature page to First Trust Agreement]

EXHIBIT A

(FORM OF OBLIGATION)

No. R-[__] Principal Amount: $[_____]

UNLESS THIS OBLIGATION IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY OF NEW YORK, A NEW YORK CORPORATION ("*DTC*"), TO THE TRUSTEE (OR ANY SUCCESSOR REGISTRAR) FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY OBLIGATION ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.*

EXCISE TAX REVENUE OBLIGATION, SERIES 2024A
Evidencing a Proportionate Interest of the Owner
Hereof in Payments to be Made by

THE CITY OF BUCKEYE, ARIZONA

to

[_____],
as Trustee

Interest Rate:	Principal Payment Date:	Dated Date:	CUSIP:
[___]%	June 1, 20[____]	[_____], 2024	118087 [___]

Registered Owner: CEDE & CO.*

Principal Amount: [_____] AND 00/100 DOLLARS ($[_____])

THIS IS TO CERTIFY THAT the registered owner identified above, or registered assigns, as the registered owner of this Excise Tax Revenue Obligation, Series 2024A (this "*Obligation*") is the owner of an undivided, participatory, proportionate interest in the right to receive certain "Payments" under and defined in that certain First Purchase Agreement, dated as of [March 1, 2024] (the "*Purchase Agreement*"), by and between [_____] (the "*Trustee*"), and the City of Buckeye, Arizona, a municipal corporation under the laws of the State of Arizona (the "*City*"), which Payments and other rights and interests under the Purchase Agreement are held by the Trustee in trust under that certain First Trust Agreement, dated as of [March 1, 2024] (the "*Trust Agreement*"), by and between the City and the Trustee. The Trustee maintains a corporate trust office for payment and transfer of this Obligation (the "*Designated Office*").

The registered owner of this Obligation is entitled to receive, subject to the terms of the Purchase Agreement, on the maturity date set forth above, the principal amount set forth above, representing a portion of the payments due designated as principal coming due and to

* Included only while DTC is the Securities Depository.

receive semiannually on July 1 and January 1 of each year commencing [January 1, 2025] (the "*Interest Payment Dates*"), until payment in full of said portion of principal or redemption prior thereto, the registered owner's proportionate share of the Payments designated as interest coming due during the period commencing on the last date on which interest was paid and ending on the day prior to the Interest Payment Date or, if no interest has been paid, from the Dated Date specified above. Said interest is the result of the multiplication of said principal by the interest rate per annum set forth above. Interest shall be calculated on the basis of a 360-day year composed of twelve (12) months of thirty (30) days each.

Said amounts representing the registered owner's share of the Payments designated as interest are payable in lawful money of the United States of America by check mailed when due by first class mail by the Trustee to the registered owner in whose name this Obligation is registered at the close of business on the fifteenth (15th) day of the calendar month next preceding the Interest Payment Date at the address thereof as it appears on the registration books for the Obligations maintained by the Trustee. Said amounts representing the registered owner's share of the Payments designated as principal are payable when due upon surrender of this Obligation at the Designated Office. Principal, interest or redemption premium, if any, payable to any owner of $1,000,000 or more in principal amount of the series of obligations of which this Obligation is a part (the "*Obligations*") may be paid by wire transfer in immediately available funds to an account in the United States of America if the owner makes a written request of the Trustee at least twenty (20) days before the date of payment specifying the account address. The notice may provide that it shall remain in effect for subsequent payments until otherwise requested in a subsequent written notice.

The Trustee has no obligation or liability to the registered owners of the Obligations for the payment of interest or principal pertaining to the Obligations. The Trustee's sole obligations are to administer, for the benefit of the registered owners of the Obligations, the various funds and accounts established pursuant to the Trust Agreement. (The recitals, statements, covenants and representations made in this Obligation shall be taken and construed as made by and on the part of the City, and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.)

This Obligation has been executed and delivered by the Trustee pursuant to the terms of, and for the purposes described in, the Trust Agreement. The City is authorized to enter into the Purchase Agreement and the Trust Agreement under the laws of the State of Arizona and by a resolution of the Mayor and Council of the City adopted on February 20, 2024. Reference is hereby made to the Purchase Agreement and the Trust Agreement (copies of which are on file at the Designated Office) for further definitions, the terms, covenants and provisions pursuant to which the Obligations are delivered, the rights thereunder of the registered owners of the Obligations, the terms under which the Trust Agreement or the Purchase Agreement may be modified or supplemented, the rights, duties and immunities of the Trustee and the security for, and the rights and obligations of the City under the Purchase Agreement (including with respect to certain obligations secured and to be secured on a parity with the security for the Payments and to certain limitations on such security), to all of the provisions of which Purchase Agreement and Trust Agreement the registered owner of this Obligation, by acceptance hereof, assents and agrees. (To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of

the Trust Agreement and the Purchase Agreement may be amended by the parties thereto with the written consent of the owners of a majority in aggregate principal amount of all Obligations then outstanding, and may be amended without such consent under certain circumstances but in no event such that the interests of the owners of the Obligations are adversely affected, provided that no such amendment shall impair the right of any owner to receive in any case such owner's proportionate share of any Payment thereof in accordance with such owner's Obligation.)

The obligation of the City to make the Payments does not represent or constitute a general obligation of the City for which the City is obligated to levy or pledge any form of taxation nor does the obligation to make the Payments under the Purchase Agreement constitute an indebtedness of the City, the State of Arizona or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction or otherwise.

Neither the Trustee nor the registered owners of the Obligations shall have any right under any circumstances to accelerate the maturities of the Obligations or otherwise declare any of the Payments not then past due or in default to be immediately due and payable. (This Obligation represents an interest in a limited obligation of the City (as described herein), and no member of the Mayor and Council, officer or agent, as such, past, present or future, of the City shall be personally liable for the payment hereof.)

The Obligations are executed and delivered only in fully registered form in denominations of $5,000 of principal due on a specific maturity date or integral multiples thereof. The Obligations shall not be transferable or exchangeable, except as provided in the Trust Agreement.

This Obligation may be exchanged for an Obligation or Obligations of like aggregate principal amount in authorized denominations having the same maturity date and interest rate.

This Obligation is transferable by the registered owner hereof, in person or by his attorney duly authorized in writing, at the Designated Office, but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement and upon surrender and cancellation of this Obligation. Upon such transfer a new Obligation or Obligations, of authorized denomination or denominations, for the same aggregate principal amount will be delivered to the transferee in exchange therefor. The City and the Trustee may treat the registered owner hereof as the absolute owner hereof for all purposes, whether or not this Obligation shall be overdue, and the City and the Trustee shall not be affected by any notice to the contrary.

The Trustee may require a registered owner, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes or governmental charges required by law in connection with the exchange or transfer.

The Trustee may, but shall not be obligated to, exchange or register the transfer of this Obligation (i) if this Obligation has been selected for redemption, in whole or in part, or (ii) during a period of fifteen (15) days preceding the giving of a notice of redemption. If this Obligation is transferred after having been selected for redemption, any notice of redemption which has been given to the transferor shall be binding on the transferee, and a copy of the notice

of redemption shall be delivered by the Trustee to the transferee along with the duly registered Obligation or Obligations.

The registered owner of this Obligation shall have no right to enforce the provisions of the Trust Agreement or the Purchase Agreement or to institute any action to enforce the covenants thereof, or to take any action with respect to a default thereunder or hereunder, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Trust Agreement.

The Obligations maturing before or on July 1, 20[__], are not subject to optional redemption prior to maturity. The Obligations maturing on or after July 1, 20[__], are subject to redemption in such order and from such maturities as may be selected by the City, in whole or in part on any date on or after July 1, 20[__], at a redemption price equal to the principal amount of each Obligation to be redeemed, together with accrued interest to the date fixed for redemption but without premium.

The Obligations maturing on July 1 of the following years shall be redeemed on July 1 of the years indicated and in the principal amounts indicated at a price equal to the principal amount thereof plus interest accrued to the date of redemption, but without premium:

Year Redeemed	Principal Amount Redeemed
Term Obligation Maturing July 1, 20[__]	

(maturity)

Whenever Obligations are purchased, redeemed (other than by mandatory redemption) or are delivered by the City to the Trustee for cancellation, the principal amount of the Obligations so retired shall satisfy and be credited against the mandatory redemption requirements therefor in any order specified by the City.

If less than all of the outstanding Obligations of any maturity are to be redeemed, the Obligations (or portions hereof) to be redeemed will be selected by the Trustee by lot or in any customary manner as determined by the Trustee. Redemption shall be in authorized denominations or any integral multiples thereof.

The Trustee shall give notice of any redemption of this Obligation as provided above no more than 60 nor less than 30 calendar days prior to the redemption date to the registered owner at its address shown on the registration books maintained by the Trustee. A certificate of the Trustee shall conclusively establish the mailing of any such notice for all purposes.

If at the time of mailing of the notice of redemption there has not been deposited with the Trustee moneys or eligible securities sufficient to redeem all Obligations subject to redemption and other requirements set forth in the Trust Agreement are not met, such notice shall

state that it is conditional, subject to the deposit of moneys sufficient for the redemption and satisfaction of such conditions. If Obligations or portions thereof are subject to redemption and if on the redemption date moneys for the redemption thereof are held by the Trustee and those other conditions are met, thereafter those Obligations or portions thereof to be redeemed shall cease to bear interest, and shall cease to be secured by, and shall not be deemed to be outstanding under, the Trust Agreement. The failure to receive any notice of redemption, or any defect in such notice in respect of any Obligation, shall not affect the validity of redemption of any Obligation.

It is hereby certified, recited and declared that all conditions, acts and things required by the Constitution and laws of the State of Arizona to happen, to be done, to exist and to be performed precedent to and in the execution and delivery of this Obligation have happened, have been done, do exist and have been performed in regular and due form and time as required by law.

This Obligation shall not be entitled to any security or benefit under the Trust Agreement until executed by the Trustee.

IN WITNESS WHEREOF, this Obligation has been executed and delivered by the Trustee, acting pursuant to the Trust Agreement.

Date of Execution: [_____], 2024

[_____], as
Trustee

By_____
Its: Authorized Representative

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned ..... (the "*Transferor*"), hereby sells, assigns and transfers unto ..... (the "*Transferee*"), whose address is ..... and whose social security number (or other federal tax identification number) is

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF TRANSFEREE
.....
.....

the within certificate and all rights thereunder, and hereby irrevocably constitutes and appoints ..... as attorney to register the transfer of the within certificate on the books kept for registration and registration of transfer thereof, with full power of substitution in the premises.

Date: .....

.....
NOTICE: No transfer will be registered and no new certificate will be issued in the name of the Transferee, unless that signature(s) to this assignment correspond(s) with the name as it appears on the face of the within certificate in every particular, without alteration or enlargement or any change whatever and name, address and the Social Security Number or federal employee identification number of the Transferee is supplied

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

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

UNIF GIFT/TRANS MIN ACT - ..... Custodian for .....
(Cust.) (Minor)

under Uniform Gifts/Transfers to Minors Act of .....
(State)

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

EXHIBIT B

Payment Request Form

Application No. _____

The Trustee is hereby requested to pay from the "*Acquisition Fund*" established by the First Trust Agreement, dated as of [March 1, 2024] (the "*Trust Agreement*"), between the City of Buckeye, Arizona (the "*City*"), and [_____], as trustee (the "*Trustee*") to the person or corporation designated below as "Payee," the sum set forth below such designation, in payment of the costs of acquisition of the Project (as such term and other undefined terms used herein are defined in the Trust Agreement) described below. The amount shown below is due and payable under a purchase order or contract with respect to such costs described below and has not formed the basis of any prior request for payment.

Payee: _____

Address or Wiring Instructions: _____

Amount: _____

Description of costs or portion thereof authorized to be paid to the Payee:
_____

The City acknowledges that it has received and inspected items related to such costs and has found each item thereof so described to be in good condition, in conformity with the City's specifications and satisfactory for the City's purposes and in accordance with the applicable purchase order or contract. Notwithstanding anything herein to the contrary, the City shall not be deemed to have waived or released the Payee from any liability or obligation to the City in the event the City's acknowledgment herein is discovered to be inaccurate in any respect as to any item described above.

By execution of this Payment Request Form, the City requests and approves the payment of the amount stated above to Payee set forth above.

DATED: _____, 20__

_____
City Representative

Please forward payment to Payee at the following address:

EXHIBIT C

Reimbursement Request Form

Application No. _____

The Trustee is hereby requested to pay from the "Acquisition Fund" established by the First Trust Agreement, dated as of [March 1, 2024] (the "*Trust Agreement*"), between the City of Buckeye, Arizona (the "*City*"), and [_____], as trustee (the "*Trustee*"), to the City, the sum set forth below as reimbursement of (all/a portion) of the costs of acquisition of the Project (as such term and all other undefined terms used herein are defined in the Trust Agreement) described below. Payment of the amount, shown below was made by the City on _____, 20____, as evidenced by _____, attached hereto, as full/partial payment of _____, also attached hereto. The amount shown below was paid by the City and has not formed the basis of any prior request for payment.

The City acknowledges that it has received and has inspected items related to such costs and has found each item thereof so described to be in good condition, in conformity with the City's specifications and satisfactory for the City's purposes. Notwithstanding anything herein to the contrary, the City shall not be deemed to have waived or released any entity named on the attached documentation, from any liability or obligation to the City in the event the City's acknowledgment herein is discovered to be inaccurate in any respect as to any item described below.

Amount: _____

Description of costs or portion thereof for which reimbursement is hereby requested:

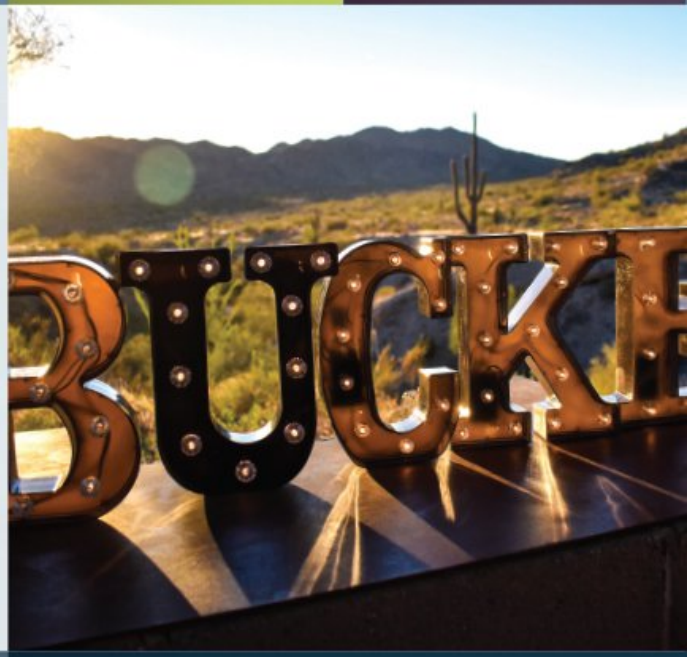
DATED: _____, 20__

_____
City Representative

Dated Received: _____, 20__

Farallon Water Project and Issuance and Sale of Excise Tax Revenue Obligation

William Kauppi
Chief Financial Officer
Terry Lowe
Water Resources Director



BUCKEYE, AZ
buckeyeaz.gov

Agenda

- Provide overview of the Obligations being executed and delivered to provide funds to finance the development of the FWC.
- Provide overview of the Farallon Water Campus (FWC) CIP project.
- Update of the FWC CIP Project progress and anticipated project milestones.

Financing Terms and Conditions

$55,000,000 Farallon Water Campus Project	
Assumed Closing Date	March 25, 2024
Revenue Pledge	Revenues from Excise Taxes and State Shared Revenues
Source of Payment	Water Fund Rates and Fees
Interest Rate	Fixed, Tax-Exempt, Estimate 4.00%
Amortization Period	20 Years
Debt Service Coverage Covenant	2.0x
Debt Service Reserve Fund	None
Additional Bonds Test Covenant	2.0x

Historical, Actual and Budgeted Excise Taxes and State Shared Revenues Collections *(a)*

Category	Audited Actual	Audited Actual	Budgeted
	2021/22	2022/23	2023/24 *(b)*
City Transaction Privilege (Sales) Taxes	$ 62,610,325	$ 73,845,090	$ 84,703,000
Licenses and Permits	$ 202,300	$ 214,552	$ 231,700
Franchise Taxes	$ 4,311,563	$ 4,540,244	$ 4,108,200
Parks and Recreation Fees	$ 1,378,430	$ 1,853,699	$ 1,534,000
State-Shared Income Tax	$ 11,787,749	$ 19,219,613	$ 27,169,249
State-Shared Sales Tax (c)	$ 12,889,504	$ 14,976,476	$ 15,251,864
Fines and Forfeitures	$ 739,208	$ 1,088,807	$ 955,000
Total	$ 93,919,079	$ 115,738,481	$ 133,953,013

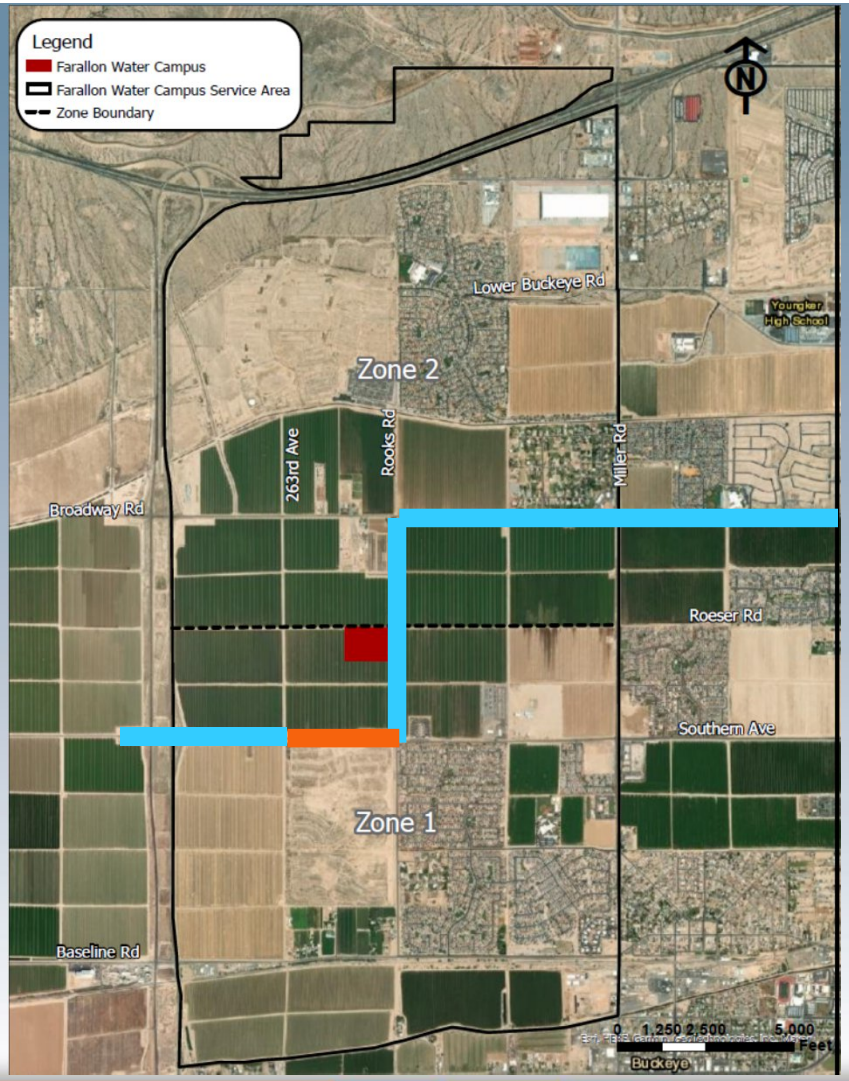
a) The Obligations will be secured by a first lien on and pledge of revenues from Excise Taxes and State Shared Revenues.

(b) Unaudited actual and budgeted figures ae "forward-looking" statements, subject to change upon audit and should be considered with an abundance of caution.

(c) As part of the State's fiscal year 2021/22 budget, Senate Bill 1828 (SB1828) will consolidate the State's current four personal income tax rate categories into a single flat rate of 2.5% over a three-year period, beginning after December 31, 2021. Legislative reports produced at the time SB1828 was signed indicate that such a rate consolidation will result in an estimated $1.3 billion or greater annual reduction in income tax receipts by the State, with a concurrent reduction in State Shared Income Taxes for Arizona cities and towns. In order to partially mitigate impacts of the expected loss in State Shared Income Taxes, SB1828 increases, beginning in fiscal year 2023/24, the percentage of Arizona State income taxes shared with cities and towns from 15% to 18%.

Farallon Water Campus by the Numbers

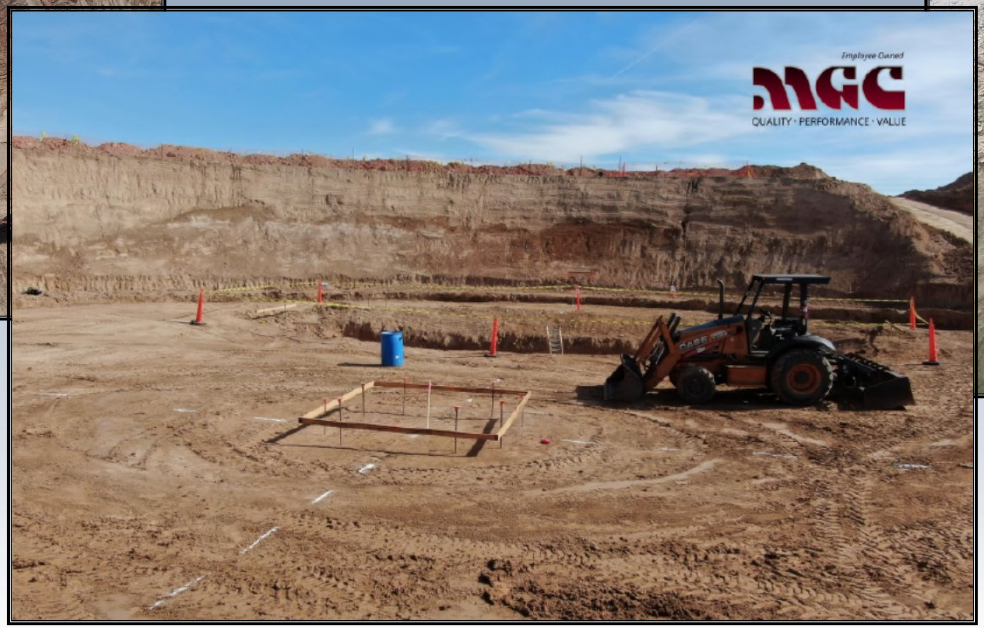
- Located at the SEC of Rooks Rd and the Roeser Rd Alignment
- Service Area: 4900 acres w/2 pressure zones
- Site: 20 Acres
- Will be a HUB Facility for Central Buckeye
- City Phase/Phase 1:
  - Pumping Capacity: 8,000 GPM
  - Reservoir Capacity: (1) 2.8 M Gallon Concrete Tank
  - Distribution and Transmission mains from SR85 to Jackie Meck Water Campus (JMWC)
  - Wells from development will supply FWC



BUCKEYE, AZ

FWC Phase I Progress Photos



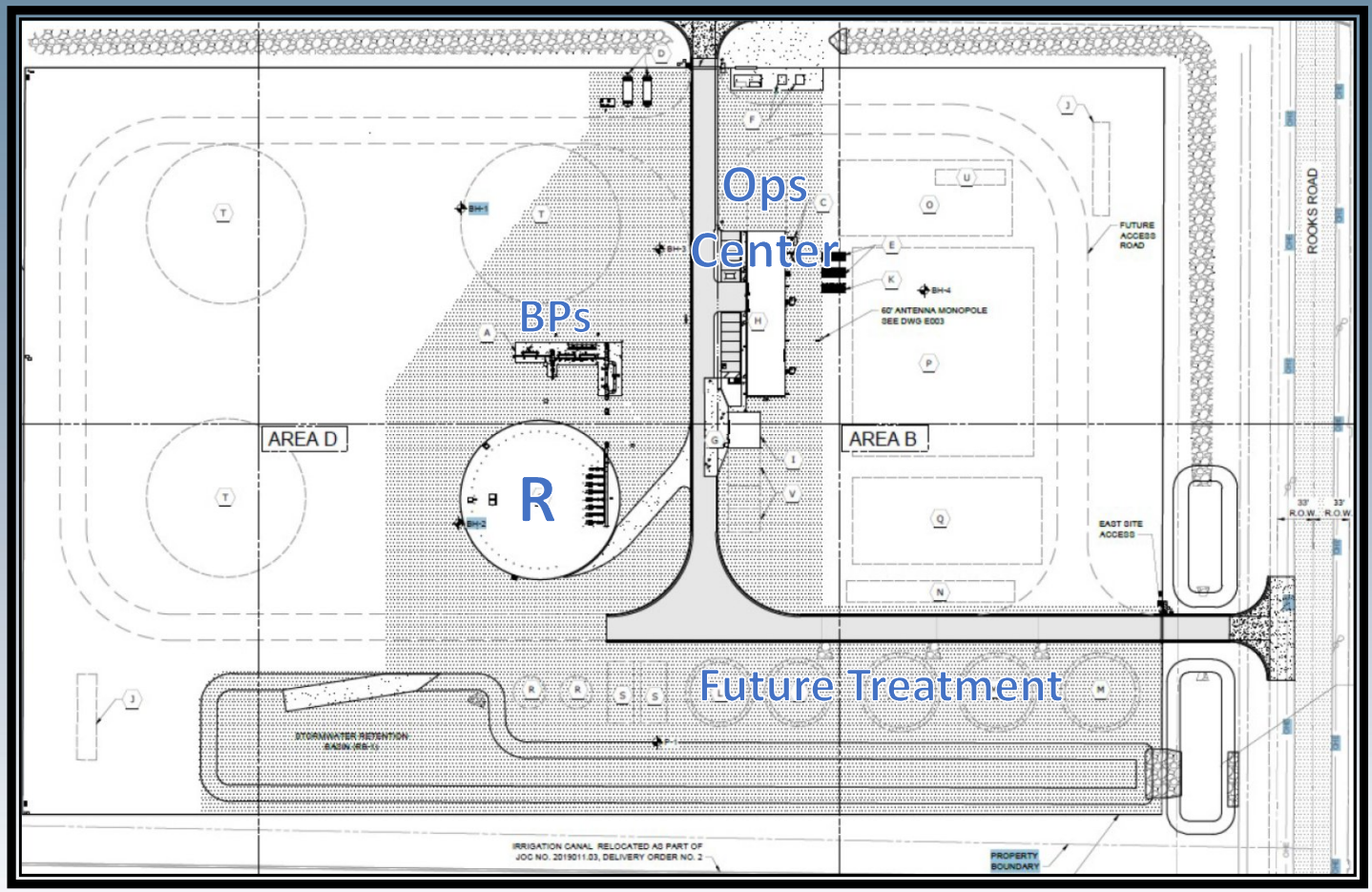




BUCKEYE, AZ

FWC Phase 1 Project Update

- Roadway infrastructure commenced – Sept. 2023
- Onsite construction commenced – Oct. 2023
- Target Completion – March 2025



Tentative Financing Calendar

DATE	Event
Week of February 5th	S&P Global & Fitch Ratings Calls
February 20th	City Council considers a Resolution authorizing the sale of bonds with an emergency clause
Week of March 4th	Bond Sale, subject to market conditions
Week of March 25th	Closing

Staff Recommendation

Approve Resolution No. 07-24 approving the sale and execution and delivery of Excise Tax Revenue Obligations, Series 2024A, approving the form and authorizing the execution and delivery of necessary agreements, instruments and documents, delegating authority to determine certain matter with respect to sale and declaring an emergency

Questions???