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
NOVEMBER 5, 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.
REVISED AGENDA: Items 5.B and 5.C on the Public Hearings / Non-Consent - New Business section of the agenda have been moved to the Continued / Tabled Public Hearings section of the agenda and are assigned to the November 19, 2024 Regular City Council 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.

Abstention has the same meaning as Recusal in the City of Buckeye Rules of Procedure (Section 6.2)

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 to ratify Task Order No. 2 to the On-Call Consulting Contract (No. 2022003A.48) between the City of Buckeye, an Arizona municipal corporation, and Shums Coda Associates, Inc., a California corporation, related to building plan review and inspection services for Fiscal Year 2023-2024; and authorizing the City Manager to execute and deliver said Task Order on behalf of the City of Buckeye.

Summary: The Development Services Department is requesting approval of Task Order No. 2 authorizing the expenditure of funds for Fiscal Year 23-24 Building Plan Review services. Shums Coda provided assistance with Building Plan Review for Fiscal Year 2023-2024 The total amount already paid under this task order does not exceed $256,000.

Staff Liaison: Brian Craig, Development Services Director, bcraig@buckeyeaz.gov (623) 692-7616

***4.B** Council to take action on Task Order No. 3 to the On-Call Consulting for Engineering and Architectural Services Contract (No. 2022003A.48) between the City of Buckeye, an Arizona municipal corporation, and Shums Coda Associates, Inc., a California corporation, related to building plan review services; and authorizing the City Manager to execute and deliver said Task Order on behalf of the City of Buckeye.

Summary: The Development Services Department is requesting funds through Task Order No. 3 to keep up with the current demand for Building Plan Review services. Shums Coda will provide assistance with Building Plan Review. The total amount to be paid under this Task Order will not exceed $200,000.

Staff Liaison: Brian Craig, Development Services Director, bcraig@buckeyeaz.gov (623) 692-7616

***4.C** Council to take action on Change Order No. 1 to the Professional Services Agreement (Contract No. 2024035) between the City of Buckeye, an Arizona municipal corporation, and Matrix Design Group, Inc., a Colorado corporation, related to the Gateway Activity Center (now known as The Landing Specific Area Plan); and authorizing the City Manager to execute and deliver said Change Order on behalf of the City of Buckeye.

Summary: In response to greater than anticipated public interest in The Landing Specific Area Plan, this Council action amends Contract No. 2024035, and will allow Matrix Design Group to provide an additional community meeting as well as online social comment feedback tracking as requested by Development Services Staff related to the The Landing Specific Area Plan (formerly Gateway Activity Center). Council approval is required, as the amendment pushes the total value of the contract with Matrix beyond $250,000 to $265,425.

Staff Liaison: Sean Banda, Senior Planner, sbanda@buckeyeaz.gov, (623) 349-6215

***4.D** Council to take action on Task Order No. 5 to the On-Call Consulting for Engineering and Architectural Services Contract (No. 2022003.34) between the City of Buckeye, an Arizona municipal corporation, and Sunrise Engineering Inc., a Utah corporation, related to Civil Plan Review Services; and authorizing the City Manager to execute and deliver said Task Order on behalf of the City of Buckeye.

Summary: The existing purchase order was approved for $99,000, and staff requests an additional $301,000, which is anticipated in the current budget. This would make the purchase order aggregate $400,000. The Development Services Department requests the additional funds to meet the demand for Civil Plan Review Services. Sunrise Engineering, Inc., currently assists

with civil plan reviews and other project-related services and require an additional budgeted amount not to exceed $301,000. These additional funds are required for Sunrise Engineering to supplement engineering staff in reviewing dry utilities and custom home sites. We need the remains to assist with complex projects and to absorb peak workload.
Staff Liaison: Brian Craig, Development Services Director, bcraig@buckeyeaz.gov (623) 692-7616

***4.E** Council to take action on a Minor Subdivision titled 'Minor Subdivision Plat for 215th Avenue & Roosevelt', located west of the southwest corner of Verrado Way and Roosevelt Street.
Summary: Krista Zinser from Coe & Van Loo Consultants, Inc, on behalf of MDH F2 PHX Buckeye 10 LLC, is requesting approval of a Minor Subdivision of a portion of Lot 2 of the Minor Land Subdivision of Roosevelt Street and Verrado Way located west of the southwest corner of Verrado Way and Roosevelt Street. The sole purpose of this Minor Subdivision is the abandonment of an obsolete drainage easement in the eastern portion of the site. The elimination of the obsolete drainage easement will clear any future concerns regarding adhering to the obsolete easement restrictions.
Staff Liaison: Bart Wingard, Principal Planner, hwingard@buckeyeaz.gov, (623) 208-8830

***4.F** Council to take action on Resolution No. 72-24 amending the Development User Fee Schedule to extend the expiration date of Incentive Area B of the Downtown Incentive District; repealing conflicting resolutions; and providing for severability.
Summary: The Incentive District expansion aims to provide long-term economic benefits to the community and specifically Downtown Buckeye. The Development Services Department is requesting approval of the amended Development User Fee Schedule that maintains the existing fees and policies with the exception of an amended Section 7: Incentive District, to extend the duration of the Downtown Incentive District's District Area B until December 31, 2035. When Incentive District B was created in December 2021, it was intended to expire three years from the effective date; the expiration date is January 21, 2025, unless extended by Council action. Staff is proposing to extend the expiration provision until December 31, 2035, unless sooner modified by and through Council action. If Council desires to reduce or eliminate the discounts offered through the Incentive District program in the future, an amendment can be considered by resolution. Staff believes the incentive program is having the intended outcome in spurring and encouraging development and redevelopment in the downtown area, but additional duration is necessary to continue seeing successful development activity in downtown Buckeye.
Staff Liaison: Brian Craig, Development Services Director, bcraig@buckeyeaz.gov, (623) 349-6209

***4.G** Council to take action on the Cooperative Contract Purchase Addendum (CCPA No. 2025215) between the City of Buckeye, an Arizona municipal corporation, and Sunstate Mechanical Services, LLC, a Delaware limited liability company, related to the replacement of twenty-two (22) Heating, Ventilation, and Air Conditioning (HVAC) units on the 3rd Floor at Buckeye City Hall; and authorizing the City Manager to execute and deliver the Contract on behalf of the City of Buckeye.
Summary: Buckeye's City Hall building, constructed in 2009, is in need of repair and maintenance. The twenty-two HVAC units which serve the third floor are beyond their useful life and are in need of replacement. This action authorizes approval of CCPA No. 202515, allowing the Facilities Division to replace twenty-two existing HVAC units. The total amount to be paid under this CCPA shall not exceed $396,155.03.

Staff Liaison: Amy Murray, Acting Public Works Director, amurray@buckeyeaz.gov, (623) 349-6800

***4.H** Council to take action on Delivery Order No. 1 to Job Order Contract (JOC) No. 2025085 between the City of Buckeye, an Arizona municipal corporation, and Willmeng Construction, Inc., an Arizona corporation, related to the construction of the Recreation Center Office Reconfiguration CIP No. 10326; and authorizing the City Manager to execute and deliver said Delivery Order on behalf of the City of Buckeye.

Summary: This Council action will allow for construction to begin on the office reconfiguration for the Dr. Saide Recreation Center. Willmeng Construction, Inc. is the contractor for this Delivery Order / JOC and will perform all pre-construction services, management, and construction services including providing all materials, equipment, tools, and labor necessary to complete the work. Willmeng will also coordinate with and provide comments to the architect Arrington Watkins to ensure that the construction-project is feasible and within the established budget. Including contingency, the total amount to be paid under this project shall not exceed $483,170.55.

Staff Liaison: Steve Riley, Project Manager, sriley@buckeyeaz.gov, (623) 687-8442

***4.I** Council to take action on the Contract for Materials and Services (No. 2025181) between the City of Buckeye, an Arizona municipal corporation, and NO-DES Inc., a New Mexico corporation; and authorizing the City Manager to execute and deliver said Contract on behalf of the City of Buckeye.

Summary: The City plans to conduct EPA-mandated flushing of City water lines in the Miller Park, Blue Hills, Sunset Point, Sunset Vista, and Buckeye 320 (Santerra) neighborhoods using the NO-DES Water Conservation flushing method. This flushing method prevents the loss of millions of gallons of water during the flushing process. The total cost of to be paid under this Contract shall not exceed $400,000.

Staff Liaison: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6102

***4.J** Council to take action on Change Order No. 1 to the Cooperative Contract Purchase Addendum (CCPA No. 2024094) between the City of Buckeye, an Arizona municipal corporation, and Metro Fire Equipment, Inc., an Arizona corporation; and authorizing the City Manager to execute and deliver said Change Order on behalf of the City of Buckeye.

Summary: This Change Order to the Metro Fire Equipment, Inc. contract seeks to increase the Not to Exceed (NTE) amount by $200,000 for the purpose of meeting fire inspection requirements for City facilities, for a total Not to Exceed amount of $226,802.71.

Staff Liaison: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6102

***4.K** Council to take action to approve and ratify the City's acceptance of a grant from the Federal Aviation Administration (FAA) of $450,000 for the purposes of updating the design of the Taxiway and South Apron Reconstruction Phase II project.

Summary: This project was bid in early 2023, at which time the bids came in too high for the FAA to allow for the awarding of construction. The local FAA Aviation Districts Office offered a grant to Buckeye in the amount of $450,000 to allow our Airport Engineer to repackage the design for bidding in early 2024; however, that grant was not brought to Council for approval of receipt. Subsequently, the project was repackaged and advertised in early calendar year 2024 and the bids came in favorably for FAA award of nearly $2.7 million in grant funding for construction and construction management. The construction grant was approved by Council on June 18, 2024, and construction is currently underway. This grant request was accepted by the City in June 2023

and requires ratification of the acceptance by Council. There is a to local match of $22,089.83, and Arizona Department of Transportation match of $22,089.83, for a total of $494,179.66
Staff Liaison: Scott Lowe, Aviation Assets Director, slowe@buckeyeaz.gov, (623) 349-6815

***4.L** Council to take action on Delivery Order No. 1 to the Job Order Contract (JOC No. 2025088) between the City of Buckeye, an Arizona municipal corporation, and Brycon Corporation, a New Mexico corporation, related to Fire Station 703 Exterior Repairs, CIP No. 109280; and authorizing the City Manager to execute and deliver said Delivery Order on behalf of the City of Buckeye.
Summary: This Council action will allow for construction to begin on the completing phases for Fire Station 703 Exterior Repairs. Brycon Corporation is the Job Order Contractor, and will perform all pre-construction services, management, and construction services including providing all materials, equipment, tools, and labor necessary to complete the work. The JOC will also coordinate with and provide comments to the City of Buckeye project manager to ensure that the project is constructible and within the established budget. Including contingency, the total amount to be paid under this project shall not exceed $499,784.86.
Staff Liaison: Steve Riley, Project Manager, sriley@buckeyeaz.gov, (623) 687-8442

***4.M** Council to approve the submission of Fiscal Year 2026 BKY-26-PAVING-001, City of Buckeye Paving Unpaved Roads in Federally Designated Disadvantaged Communities grant-application to the Maricopa Association of Governments in the amount of $472,110.00, for the paving of four downtown Buckeye alleyways.
Summary: This action ratifies the City's submission of an application to the Maricopa Association of Governments (MAG) for grant funds to pave four alleyways in downtown Buckeye to improve air quality by reducing dust and particulate matter emissions. The total cost is $472,110.00, and the funding source is the federal Congestion Mitigation and Air Quality Improvement (CMAQ), via MAG.
Staff Liaison: Rob Roach, Grant Program Manager, rroach@buckeyeaz.gov, (623) 349-6165

***4.N** Council to take action on Resolution No. 71-24 for the approval, acceptance, and execution of a $30,000.00 Intergovernmental Agreement between Maricopa County and the City of Buckeye for High Intensity Drug Trafficking Area funding.
Summary: Buckeye law enforcement personnel will work through the Maricopa County Drug Suppression Task Force (Task Force) to investigate criminal organizations operating drug labs and/or distributing narcotics within Arizona. For sworn personnel participating in the Task Force, Buckeye will be reimbursed $30,000.00 for overtime employee-related benefits.
Staff Liaison: Rob Roach, Grant Program Manager, rroach@buckeyeaz.gov, (623) 349-6165

***4.O** Council to to take action on the submission of a $66,710 Community Challenge Grant Application through the Arizona Department of Forestry and Fire Management.
Summary: The grant application request supports a one-year project that includes the structural pruning of 25 trees located in downtown Buckeye, which is essential for preserving the health and beauty of trees, enhancing their longevity, and ensuring public safety in Buckeye. The request also supports the development of a tree inventory system to provide City personnel with key tree health and maintenance data and tree canopy data. The total project cost is $66,710.00.
Staff Liaison: Rob Roach, Grant Program Manager, rroach@buckeyeaz.gov, (623) 349-6165

***4.P** Council to take action on Resolution No. 70-24 for the approval, acceptance, and execution of a $95,000.00 Intergovernmental Agreement between Maricopa County Sheriff's Office and the City

of Buckeye for the purpose of investigating or providing training relating to Unlawful Medical Marijuana Trafficking.
Summary: Buckeye law enforcement personnel work through the Maricopa County Sherriff's Office to investigate criminal organizations operating illegal medical marijuana operations. Buckeye will be reimbursed $95,000.00 for sworn personnel participating in the Unlawful Medical Marijuana Trafficking Task Force.
Staff Liaison: Rob Roach, Grant Program Manager, rroach@buckeyeaz.gov, (623) 349-6165

***4.Q** Council to take action on the request for a new Series 12 Restaurant Liquor License (Application No. 305335) for Haymaker Verrado, located at 20990 West Sentinel Drive, No. 101, in Buckeye.
Summary: Haymaker Verrado is requesting approval for a new Series 12 Restaurant Liquor License Application for their business located on Sentinel Drive. The application and public notice were legally posted and the application was reviewed and approved by staff.
Staff Liaison: Lucinda Aja, City Clerk, laja@buckeyeaz.gov, (623) 349-6911

***4.R** Council to take action on the October 1, 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. Continued / Tabled Public Hearings
No action will be taken on the items listed in this section. Details of the continuance are reflected in the item descriptions.

5.A **No action will be taken on this item.** This item and the accompanying public hearing is continued until the November 19, 2024 Regular Council Meeting. The Public Hearing and Resolution No. 68-24 is for a Minor General Plan Amendment to the Imagine Buckeye General Plan 2040 to change the land use designation of approximately 43.87 acres located at the northeast corner of Southern Avenue and Watson Road from Neighborhood to Business Commerce.
Summary: William Lally, Tiffany & Bosco, PA, on behalf of property owner Lennar Arizona, LLC, is requesting approval of a Minor General Plan Amendment changing the land use designation of approximately 43.87 acres located east of the northeast corner of Watson Road and Southern Avenue from Neighborhood to Business Commerce. The proposed Business Commerce designation is applied to areas expected to develop with community and regional serving commercial development, professional offices, and business parks. Development in this category is expected to have access to major roads while also encouraging walkability by providing connections to adjoining neighborhoods. A concurrent request to rezone the subject property from Planned Residential (PR) to Planned Area Development (PAD) is scheduled for review at this same meeting.
Staff Liaison: Ken Galica, Planning Manager, kgalica@buckeyeaz.gov, (623) 349-6214

5.B **No action will be taken on this item.** This item and the accompanying public hearing is continued until the November 19, 2024 Regular Council Meeting. The Public Hearing and Ordinance No. 26-24 is to amend the Zoning Map of the City of Buckeye for approximately 52.4 acres located approximately 450 feet east of the northeast corner of South Watson Road and

West Southern Avenue from Planned Residential (PR) to Planned Area Development (PAD).
Summary: William Lally, Tiffany & Bosco, PA, on behalf of property owner Lennar Arizona, LLC, is requesting approval of a rezone of 52.40 net acres located approximately 450 feet east of the northeast corner of Southern Avenue and Watson Road. The applicant is requesting to rezone the property from Planned Residential (PR) to Planned Area Development (PAD) to facilitate development of a mixed commercial project consisting of separate but integrated business park and retail areas. The proposed PAD structure divides the property into two distinct subareas. Subarea PAD-A is an 11.9 gross acre area wrapping the northeast corner of Southern Avenue and Watson Road, excluding the 3.5-acre parcel at the hard corner that is separately owned and not part of this rezoning request. Per the proposed PAD, this subarea will develop with a customized list of neighborhood-serving uses such as retail, restaurants, and other commercial services based upon the City's Neighborhood Commercial (C-1) and Community Commercial (C-2) districts. A concurrent request for a Minor General Plan Amendment to change the land use designation of 43.9 acres of the subject property from Neighborhood to Business Commerce is scheduled for review at this same meeting. As the proposed business park component of the project is not supported in the property's current Neighborhood General Plan designation, approval of this rezoning application may only be considered if the General Plan Amendment request is first approved.
Staff Liaison: Ken Galica, Planning Manager, kgalica@buckeyeaz.gov, (623) 349-6214

6. Public Hearings / Non-Consent - New Business

6.A Council is to hold a public hearing and approve or deny an appeal by Paul Gilbert, Gilbert Blilie PLLC on behalf of Miedema Produce Inc., of Buckeye Planning and Zoning Commission's September 10, 2024 approval of a Site Plan (Case No. PLZSP-23-00017) for Phase 1 of a proposed rail-served recycling facility consisting of a 61,812 square foot "downstream sorting" building, a 15,493 square foot administrative and non-ferrous processing building (expandable to 56,764 square feet), and related screened storage yards and loading areas on property located within the General Commerce (GC) zoning district.
Summary: At the regular meeting on September 10, 2024, at the recommendation of City staff, the Buckeye Planning and Zoning Commission approved (subject to conditions a through rr) a request by Richie Poole, Cawley Architects, on behalf of property owner American Iron & Metal (AIM) Recycling Phoenix LLC, for approval of a Site Plan for Phase 1 of a rail-served recycling facility consisting of a 63-foot-tall, 61,812 square foot "downstream sorting" building, a 39-foot-tall 15,493 square foot administrative and non-ferrous processing building (expandable to 56,764 square feet), and related screened storage yards and loading areas on 44.3 acres located approximately 1,300 feet west of the southwest corner of Palo Verde Road and Baseline Road within the General Commerce (GC) zoning district. Buckeye process allows "any person aggrieved" to appeal a Planning and Zoning Commission determination to the City Council. On September 30, 2024, the City received a complete application appealing the Commission's approval of the AIM Recycling Site Plan filed by Paul Gilbert, Gilbert Blilie PLLC, on behalf of Miedema Produce, Inc., the owner of approximately 160.5 acres of unincorporated farmland directly west of the AIM Recycling property. At this meeting City Council will consider the merits of the appeal.
Staff Liaison: Ken Galica, Planning Manager, kgalica@buckeyeaz.gov, (623) 349-6214

6.B Council to hold a public hearing and take action on Ordinance No. 24-24 approving an Amendment to the Desert Creek Community Master Plan as Described in Case Number PLZZ-

23-00014; approving the First Amended Development Agreement between the City of Buckeye, Arizona, Desert Creek MPC, LLC, Buckeye 1680, LLC, Buckeye Hassayampa, LLC, TK Cowley Investments, LLLP, Viel Gluck, LLC, Ben Fatto, LLC, LS Tyler Investments LLLP, Michael T. Cowley Living Trust, Far Marel, L.L.C., ANC-MTC Irrevocable Trust, Mt. Olympus Investments, L.L.C., Neal Management, LLC, ANC-SCT Irrevocable Trust, and ANC-TNC Irrevocable Trust concerning the development of the Desert Creek Community Master Plan; and authorizing the Mayor to execute and deliver the Development Agreement.

Summary: Kurt A. Jones, Tiffany & Bosco P.A., on behalf of Buckeye 1680 LLC, is requesting approval of the First Amended Development Agreement and Community Master Plan Amendment (CMPA) to facilitate flexible development in a portion of the Desert Creek Community Master Plan (CMP) land area, totaling approximately 930 acres of the approximately 2232 acres, by creating commercial, employment, and residential overlay areas in the portion of the CMP located closest to the I-10. The subject CMPA will provide employment opportunities while providing additional housing options for residents in City Council District 1.

Staff Liaison: Bart Wingard, Principal Planner, hwingard@buckeyeaz.gov, (623) 208-8830

7. 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.

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

9. Proposals for Future Agenda Items

The Mayor or three 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.

10. Adjournment

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/05/24	**AGENDA ITEM:** 4.A. DS - Shums Coda On-Call Consulting Contract Task Order No. 2
DATE PREPARED: 10/31/24	**DISTRICT NO.:**
STAFF LIAISON: Brian Craig, Development Services Director, bcraig@buckeyeaz.gov (623) 692-7616	
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 to ratify Task Order No. 2 to the On-Call Consulting Contract (No. 2022003A.48) between the City of Buckeye, an Arizona municipal corporation, and Shums Coda Associates, Inc., a California corporation, related to building plan review and inspection services for Fiscal Year 2023-2024; and authorizing the City Manager to execute and deliver said Task Order on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:
The Development Services Department is requesting ratification of Task Order No. 2 authorizing the expenditure of funds for FY24 Building Plan Review services. Shums Coda provided assistance with Building Plan Review for FY 2023-2024. The total amount already paid under this task order does not exceed $256,000.00.

BENEFITS:
To maintain or exceed customer service expectation in the Development Services Department.

FUTURE ACTION:
None

FINANCIAL IMPACT STATEMENT:
10005180-520056 - $256,000

CURRENT FISCAL YEAR TOTAL COST:
$0.00

BUDGETED:
Yes

FISCAL YEAR:
2024

FUND/DEPARTMENT:
10005180-520056

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:

4A Contract with Shums Coda TO 2.pdf

ON-CALL CONSULTING TASK ORDER
FOR ENGINEERING AND ARCHITECTURAL SERVICES
BETWEEN
THE CITY OF BUCKEYE
AND
SHUMS CODA ASSOCIATES, INC.

ON-CALL CONSULTING CONTRACT NO. 2022003A.48
TASK ORDER #2
FY24 BUILDING PLAN REVIEW AND INSPECTION SERVICES

THIS TASK ORDER #2 (this "Task Order") is entered into as of _____, between the City of Buckeye, an Arizona municipal corporation (the "City"), and Shums Coda Associates, Inc., a California corporation (the "Consultant"). This Task Order is subject to and governed by the terms and conditions of On-Call Consulting Contract No. 2022003A.48 between the City and Consultant, dated May 17, 2022 (the "Contract").

ARTICLE 1
SCOPE OF SERVICES

Consultant shall provide building plan review and inspection services for FY24, 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 July 1, 2023, 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 Fifty-Six Thousand Dollars and Zero Cents ($256,000.00),** 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:

SHUMS CODA ASSOCIATES, INC.,
a California corporation

Christine Godinez, Chief Operating Officer

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: CBJCHBCAABAAb985MQV_uKa9LgkWCG-v03_O1WBOWiQf

EXHIBIT A

TO

TASK ORDER #2

CONSULTANT'S PROPOSAL

July 25, 2023

Cathy Clemons
Deputy Director of Administration
Development Services Department
City of Buckeye
530 East Monroe Avenue
cclemons@buckeyeaz.gov

Subject: Anticipated Contractual Costs – FY 2023-2024

For over the past couple of years Shums Coda Associates (SCA) has enjoyed working with your staff to provide building life-safety services. Using a third-party contractor, such as SCA, allows flexibility to offer superb customer satisfaction during times of construction ebbs and flows.

It is our intent to keep our billing rates as have been established by the initial contract with the following modifications that both the City and SCA have previously agreed upon.

Those hourly rates are as follows:

Clerical Services	$45
Inspection Services	$50 - 115
In-house Plan Reviews	$100
Fire Plan Review/Inspection Services	$100
Plan Reviews Based on Valuation	65% of the City's Plan Review Fee

With these figures established, and assuming a full year of services, we feel the following costs are likely to be incurred for the fiscal year:

	Hourly Rate	Hours/Week	# Weeks	Total
Plan Reviews Based on Valuation				$200,000
			TOTAL	**$200,000**

Again, it is understood that this total amount will vary depending on the need for our services and the amount of activity occurring in Buckeye.

Best Regards,

Christine Godinez
Chief Operating Officer

August 6, 2024

Development Services Department
City of Buckeye
530 East Monroe Avenue
cclemons@buckeyeaz.gov

Subject: Anticipated Contractual Costs – FY 2023-2024

For over the past couple of years Shums Coda Associates (SCA) has enjoyed working with your staff to provide building life-safety services. Using a third-party contractor, such as SCA, allows flexibility to offer superb customer satisfaction during times of construction ebbs and flows.

It is our intent to keep our billing rates as have been established by the initial contract with the following modifications that both the City and SCA have previously agreed upon.

Those hourly rates are as follows:

Clerical Services	$45
Inspection Services	$50 - 115
In-house Plan Reviews	$100
Fire Plan Review/Inspection Services	$100
Plan Reviews Based on Valuation	65% of the City's Plan Review Fee

With these figures established, and assuming a full year of services, we feel the following costs are likely to be incurred for the fiscal year:

	Hourly Rate	Hours/Week	# Weeks	Total
Plan Reviews and Inspection Services				$56,000
			TOTAL	**$56,000**

Again, it is understood that this total amount will vary depending on the need for our services and the amount of activity occurring in Buckeye.

Best Regards,

Christine Godinez
Chief Operating Officer

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/05/24	**AGENDA ITEM:** 4.B. DS - Shums Coda On-Call Consulting Contract Task Order No. 3
DATE PREPARED: 10/31/24	**DISTRICT NO.:**
STAFF LIAISON: Brian Craig, Development Services Director, bcraig@buckeyeaz.gov (623) 692-7616	
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 Task Order No. 3 to the On-Call Consulting for Engineering and Architectural Services Contract (No. 2022003A.48) between the City of Buckeye, an Arizona municipal corporation, and Shums Coda Associates, Inc., a California corporation, related to building plan review services; and authorizing the City Manager to execute and deliver said Task Order on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:
The Development Services Department is requesting funds through Task Order No. 3 to keep up with the current demand for Building Plan Review services. Shums Coda Associates, Inc. will provide assistance with Building Plan Review.

BENEFITS:
To maintain or exceed customer service expectation in the Development Services Department.

FUTURE ACTION:
None.

FINANCIAL IMPACT STATEMENT:
10005180-520056 - $200,000

CURRENT FISCAL YEAR TOTAL COST:
$200,000

BUDGETED:
Yes

FISCAL YEAR:
24/25

FUND/DEPARTMENT:
10005180-520056

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
4B Contract with Shums Coda TO 3.pdf

ON-CALL CONSULTING TASK ORDER
FOR ENGINEERING AND ARCHITECTURAL SERVICES
BETWEEN
THE CITY OF BUCKEYE
AND
SHUMS CODA ASSOCIATES, INC.

ON-CALL CONSULTING CONTRACT NO. 2022003A.48
TASK ORDER #3
FY25 BUILDING PLAN REVIEW AND INSPECTION SERVICES

THIS TASK ORDER #3 (this "Task Order") is entered into as of _____, between the City of Buckeye, an Arizona municipal corporation (the "City"), and Shums Coda Associates, Inc., a California corporation (the "Consultant"). This Task Order is subject to and governed by the terms and conditions of On-Call Consulting Contract No. 2022003A.48 between the City and Consultant, dated May 17, 2022 (the "Contract").

ARTICLE 1
SCOPE OF SERVICES

Consultant shall provide building plan review and inspection services for FY25, 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 July 1, 2024, and complete the services and deliverables on or before June 30, 2025, 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 Thousand Dollars and Zero Cents ($200,000.00),** 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:

SHUMS CODA ASSOCIATES, INC.,
a California corporation

Christine Godinez, Chief Operating Officer

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: CBJCHBCAABAAvcmfNa2HKUfVazx39Xl67dbfOMfQIplF

EXHIBIT A

TO

TASK ORDER #3

CONSULTANT'S PROPOSAL

August 6, 2024

Development Services Department
City of Buckeye
530 East Monroe Avenue
cclemons@buckeyeaz.gov

Subject: Anticipated Contractual Costs – FY 2024-2025

For over the past couple of years Shums Coda Associates (SCA) has enjoyed working with your staff to provide building life-safety services. Using a third-party contractor, such as SCA, allows flexibility to offer superb customer satisfaction during times of construction ebbs and flows.

It is our intent to keep our billing rates as have been established by the initial contract with the following modifications that both the City and SCA have previously agreed upon.

Those hourly rates are as follows:

Clerical Services	$45
Inspection Services	$50 - 115
In-house Plan Reviews	$100
Fire Plan Review/Inspection Services	$100
Plan Reviews Based on Valuation	65% of the City's Plan Review Fee

With these figures established, and assuming a full year of services, we feel the following costs are likely to be incurred for the fiscal year:

	Hourly Rate	Hours/Week	# Weeks	Total
Plan Reviews and Inspection Services				$200,000
			TOTAL	**$200,000**

Again, it is understood that this total amount will vary depending on the need for our services and the amount of activity occurring in Buckeye.

Best Regards,

Christine Godinez
Chief Operating Officer

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/05/24	**AGENDA ITEM:** 4.C. DS - Gateway Activity Center ("The Landing" Specific Area Plan) Contract Amendment
DATE PREPARED: 10/31/24	**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 Change Order No. 1 to the Professional Services Agreement (Contract No. 2024035) between the City of Buckeye, an Arizona municipal corporation, and Matrix Design Group, Inc., a Colorado corporation, related to the Gateway Activity Center (now known as The Landing Specific Area Plan); and authorizing the City Manager to execute and deliver said Change Order on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:

The City of Buckeye's Development Services Department is in need of additional professional services to continue preparation of the Buckeye Gateway Specific Area Plan, now referred to as The Landing Specific Area Plan. Preparation of the area plan started in December 2023 under a $249,940.00 contract approved in the prior fiscal year. In response to greater than expected public interest in the preparation of this area plan, the requested $15,485 amendment will allow the process to include one additional public meeting and an additional opportunity for the public to provide digital feedback. With the amendment, the total project cost will not exceed $265,425.00. Council approval is required, as the amendment pushes the total value of the contract with Matrix beyond $250,000.00. The area plan is expected to be completed by Summer of 2025.

BENEFITS:
This contract amendment will allow for additional public engagement related to the preparation of The Landing Specific Area Plan.

FUTURE ACTION:
The Landing Specific Area Plan is expected to be brought forward for adoption by Summer 2025. A Council Workshop where staff and the consultant will provide an update on planning efforts to date is scheduled for November 19, 2024.

FINANCIAL IMPACT STATEMENT:
Approval of the amendment will authorize expenditure of an additional $15,485.00, bringing the total project cost to $265,425.00. The additional $15,485.00 will come from the existing Professional Services budget line in the Development Services Department budget.

CURRENT FISCAL YEAR TOTAL COST:
$265,425

BUDGETED:

Yes

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Buckeye Landing Amendment 1 2024 07 24 ELB (002).pdf
4C CO 1 to PSA with Matrix Design.pdf
4C PSA with Matrix Design.pdf

Amendment Need:

The City of Buckeye has requested that Matrix Design Group produce a scope of work and fee proposal to modify the Buckeye Landing Specific Area Plan contract. The additional tasks and fees are as follows.

Schedule:

The following tasks will extend the contract schedule by two months with the project ending in ***March 2025.*** See the attached schedule.

Task 5: Enhanced Community Engagement

Task 5.1 – In-Person Community Meeting

Matrix will prepare materials and host a community meeting in late August/early September to solicit mid-project comments from the community. The meeting will focus on presenting the land use, urban design, and circulation system frameworks and supportive policies, strategies, and regulations. The meeting will be a presentation and comments designed to refine the framework and prepare the first draft of the plan. Two Matrix staff will attend the meeting. Additional support will be provided by the City of Buckeye.

Task 5.2 – Online Comment App (Konveio)

Matrix will prepare draft documents, maps, and illustrations for convenient and interactive community feedback utilizing Konveio for the remaining duration of the project. Konveio allows for transparent and shared community feedback and will improve the accuracy of feedback responses and the quality of the final products. This task includes the license cost and additional task effort to prepare materials, monitor, and manage the software for the remainder of the project.

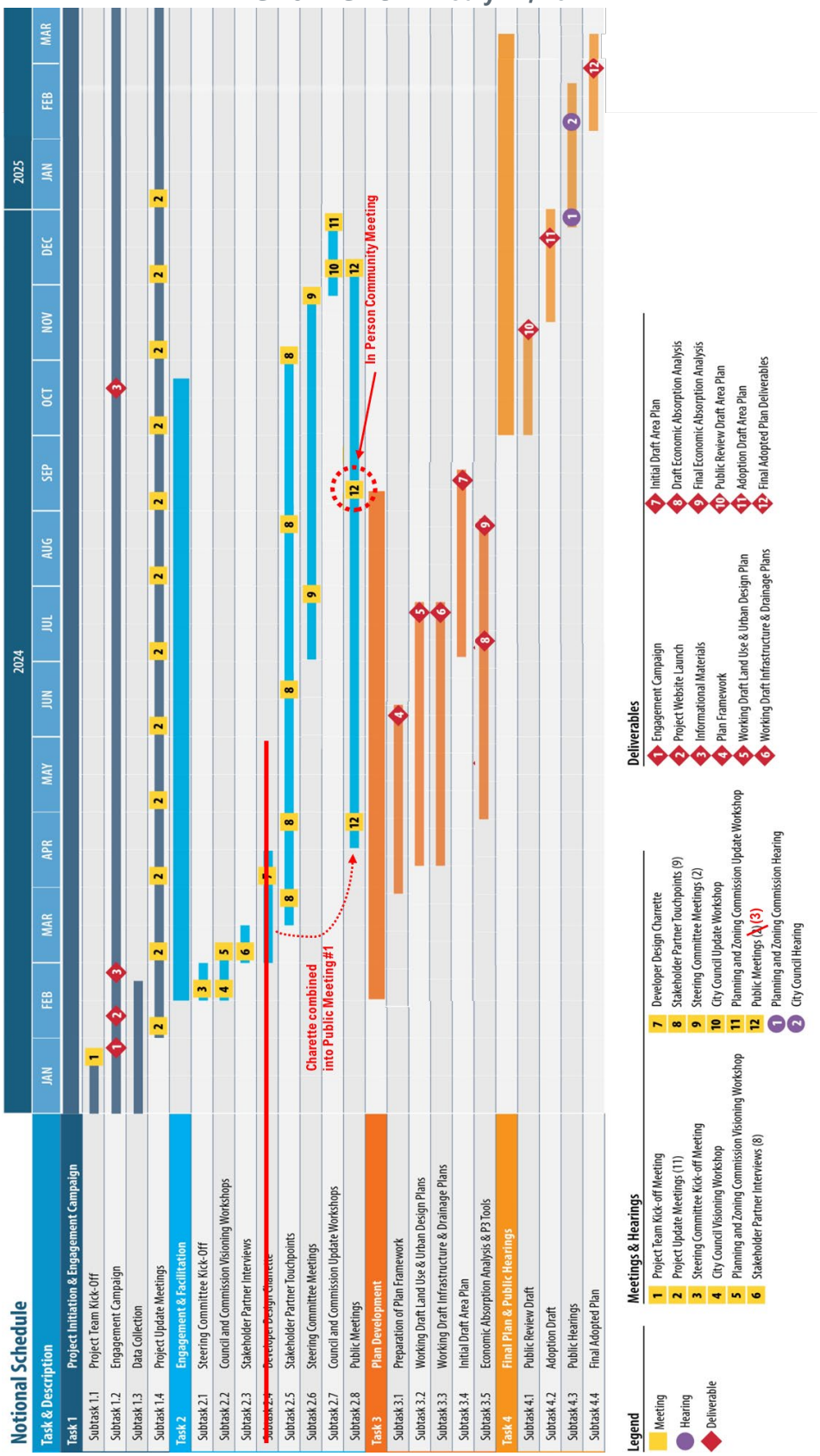
Deliverables

- Community meeting (in-person)
- Online Social/Transparent comment feedback tracking

Fee:

	Total Cost
Technical Work	
Task 5: Enhanced Community Engagmeent	$15,485

Buckeye "The Landing" Area Plan
Amendment #1 July 24, 2024



PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
MATRIX DESIGN GROUP, INC.
Contract No. 2024035

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 Matrix Design Group, Inc., a Colorado corporation (the "Consultant"). This Change Order modifies certain sections of Contract No. 2024035 (the "Contract"), with those sections not expressly modified remaining in full effect pursuant to their terms.

CONTRACT CHANGES:

1. **Section 1 Term of Agreement**– Term, is amended by extending the Contract end date to March 31, 2025.

2. **Section 2 Scope of Work** – is amended by incorporating the additional services set forth in Exhibit 1 to Change Order #1.

3. **Section 3 Compensation** – Contract Price, is amended by increasing the not-to-exceed amount from $249,940.00 to $265,425.00.

4. **New Section 16.25**, Clickwrap Terms Excluded. In the event the Contract's terms of sale or service were provided to the City only upon "acceptance" of a "clickwrap" or "clickthrough" agreement, such terms of sale or service shall not be binding upon the City. No oral agreement, "clickwrap" or "clickthrough" agreement or other understanding shall in any way modify a City issued or approved contract or this Contract.

RECITAL OF
CONTRACT TERM (END-DATE)
AND
CONTRACT PRICE:

The original Contract term end-date was January 31, 2025.
The amended Contract term end-date at the time of this Change Order was January 31, 2025.
The amended Contract term end-date after this Change Order is and shall be March 31, 2025.

The original Contract Price was not-to-exceed (NTE) $249,940.00.
The amended Contract Price at the time of this Change Order was NTE $249,940.00.
The amended Contract Price after this Change Order is and shall be NTE $265,425.00.

ADDITIONAL PROVISIONS:

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, 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.

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

CONSULTANT:

MATRIX DESIGN GROUP, INC.,
a Colorado corporation

Celeste Werner, AICP
Celeste Werner, AICP (Oct 2, 2024 17:32 PDT)

Celeste Wener, Executive Vice President

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi
William Kauppi (Oct 2, 2024 19:53 PDT)

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAkD9URh_YZXgksyZQC3XffGoZuqNp8AJC

Exhibit 1

Amendment Need:

The City of Buckeye has requested that Matrix Design Group produce a scope of work and fee proposal to modify the Buckeye Landing Specific Area Plan contract. The additional tasks and fees are as follows.

Schedule:

The following tasks will extend the contract schedule by two months with the project ending in ***March 2025.*** See the attached schedule.

Task 5: Enhanced Community Engagement

Task 5.1 – In-Person Community Meeting

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Task 5.2 – Online Comment App (Konveio)

Matrix will prepare draft documents, maps, and illustrations for convenient and interactive community feedback utilizing Konveio for the remaining duration of the project. Konveio allows for transparent and shared community feedback and will improve the accuracy of feedback responses and the quality of the final products. This task includes the license cost and additional task effort to prepare materials, monitor, and manage the software for the remainder of the project.

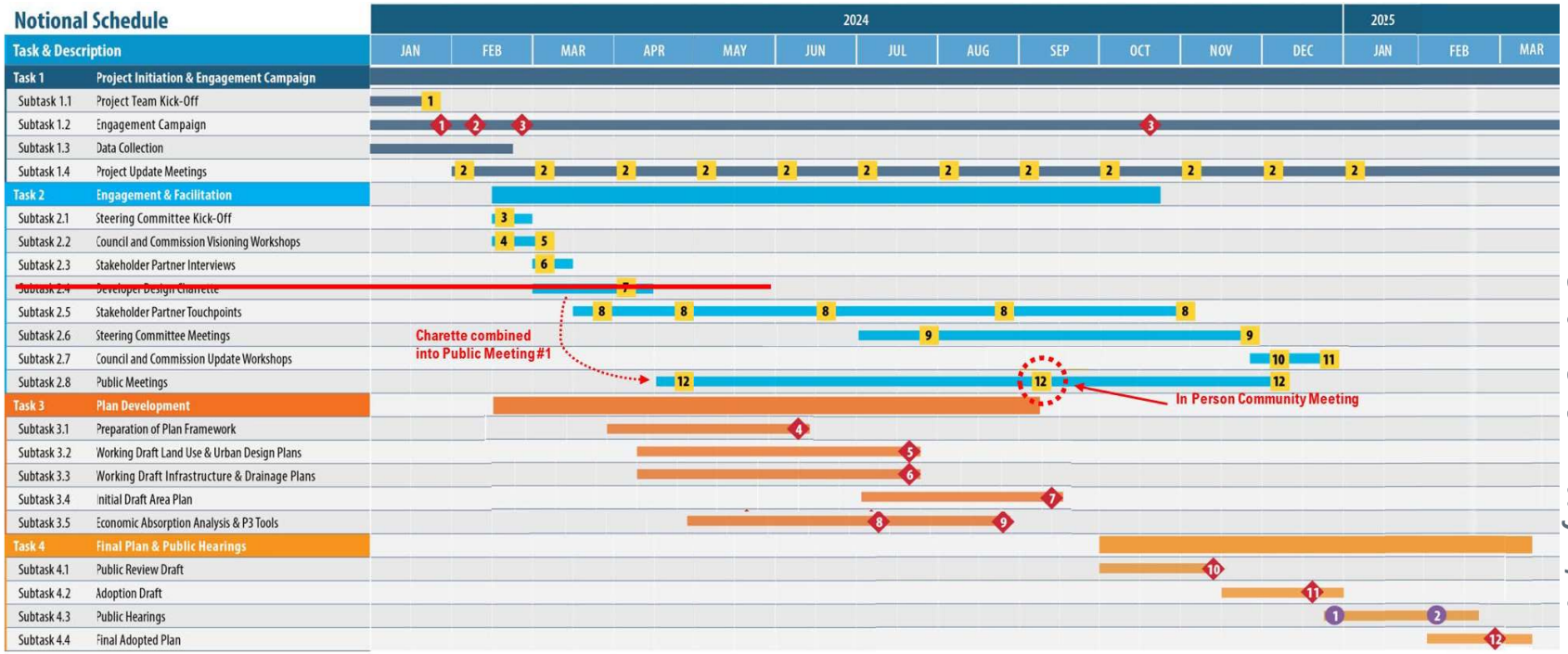
Deliverables

- Community meeting (in-person)
- Online Social/Transparent comment feedback tracking

Fee:

	Total Cost
Technical Work	
Task 5: Enhanced Community Engagmeent	$15,485

Notional Schedule



Legend

- Meeting
- Hearing
- Deliverable

Meetings & Hearings

1. Project Team Kick-off Meeting
2. Project Update Meetings (11)
3. Steering Committee Kick-off Meeting
4. City Council Visioning Workshop
5. Planning and Zoning Commission Visioning Workshop
6. Stakeholder Partner Interviews (8)
7. Developer Design Charrette
8. Stakeholder Partner Touchpoints (9)
9. Steering Committee Meetings (2)
10. City Council Update Workshop
11. Planning and Zoning Commission Update Workshop
12. Public Meetings (1) (3)

1. Planning and Zoning Commission Hearing
2. City Council Hearing

Deliverables

1. Engagement Campaign
2. Project Website Launch
3. Informational Materials
4. Plan Framework
5. Working Draft Land Use & Urban Design Plan
6. Working Draft Infrastructure & Drainage Plans
7. Initial Draft Area Plan
8. Draft Economic Absorption Analysis
9. Final Economic Absorption Analysis
10. Public Review Draft Area Plan
11. Adoption Draft Area Plan
12. Final Adopted Plan Deliverables

2024035 CO1 PSA Gateway Activity Center Matrix

Final Audit Report 2024-10-02

Created:	2024-10-01 (Mountain Standard Time)
By:	Diana Landeros (dlanderos@buckeyeaz.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkD9URh_YZXgksyZQC3XffGoZuqNp8AJC

"2024035 CO1 PSA Gateway Activity Center Matrix" History

Document created by Diana Landeros (dlanderos@buckeyeaz.gov)
2024-10-01 - 10:53:32 AM PDT- IP address: 174.78.95.30

Document emailed to acopeland@buckeyeaz.gov for approval
2024-10-01 - 10:54:01 AM PDT

Email viewed by acopeland@buckeyeaz.gov
2024-10-02 - 12:54:30 PM PDT

Signer acopeland@buckeyeaz.gov entered name at signing as Adam Copeland
2024-10-02 - 12:55:13 PM PDT

Document approved by Adam Copeland (acopeland@buckeyeaz.gov)
Approval Date: 2024-10-02 - 12:55:15 PM PDT - Time Source: server

Document emailed to Nick Perrera (nperrera@buckeyeaz.gov) for approval
2024-10-02 - 12:55:28 PM PDT

Email viewed by Nick Perrera (nperrera@buckeyeaz.gov)
2024-10-02 - 12:56:19 PM PDT

Document approved by Nick Perrera (nperrera@buckeyeaz.gov)
Approval Date: 2024-10-02 - 12:58:29 PM PDT - Time Source: server

Document emailed to William Kauppi (wkauppi@buckeyeaz.gov) for approval
2024-10-02 - 12:58:35 PM PDT

Email viewed by William Kauppi (wkauppi@buckeyeaz.gov)
2024-10-02 - 1:58:23 PM PDT

Document approved by William Kauppi (wkauppi@buckeyeaz.gov)
Approval Date: 2024-10-02 - 1:58:38 PM PDT - Time Source: server

Document emailed to Sharon Flack (sflack@buckeyeaz.gov) for approval
2024-10-02 - 1:58:41 PM PDT

Email viewed by Sharon Flack (sflack@buckeyeaz.gov)
2024-10-02 - 4:15:04 PM PDT

Document approved by Sharon Flack (sflack@buckeyeaz.gov)
Approval Date: 2024-10-02 - 4:16:18 PM PDT - Time Source: server

Document emailed to matrix@matrixdesigngroup.com for signature
2024-10-02 - 4:16:21 PM PDT

Email viewed by matrix@matrixdesigngroup.com
2024-10-02 - 5:30:12 PM PDT

Signer matrix@matrixdesigngroup.com entered name at signing as Celeste Werner, AICP
2024-10-02 - 5:32:24 PM PDT

Document e-signed by Celeste Werner, AICP (matrix@matrixdesigngroup.com)
Signature Date: 2024-10-02 - 5:32:26 PM PDT - Time Source: server

Document emailed to William Kauppi (wkauppi@buckeyeaz.gov) for signature
2024-10-02 - 5:32:29 PM PDT

Email viewed by William Kauppi (wkauppi@buckeyeaz.gov)
2024-10-02 - 7:53:12 PM PDT

Document e-signed by William Kauppi (wkauppi@buckeyeaz.gov)
Signature Date: 2024-10-02 - 7:53:27 PM PDT - Time Source: server

Agreement completed.
2024-10-02 - 7:53:27 PM PDT

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
MATRIX DESIGN GROUP, INC.
Contract No. 2024035

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of November 28, 2023, between the City of Buckeye, an Arizona municipal corporation (the "City"), and Matrix Design Group, Inc., a Colorado corporation (the "Consultant").

RECITALS

A. The City is in need of a Gateway Activity Center (the "Services").

B. The Consultant possesses the skill and experience required to provide the Services.

C. The Mayor and City Council have determined it is in the City's best interest to enter into an agreement with the Consultant to provide the Services.

A. The City issued a Request for Qualifications, "Gateway Activity Center," (the "RFQ"), seeking statements of qualifications from vendors for professional consulting services.

B. The Consultant submitted a Statement of Qualifications in response to the RFQ (the "SOQ"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant to provide professional consulting services (the "Services").

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until January 31, 2025, unless terminated as otherwise provided in this Agreement.

2. Scope of Work. The Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference. The Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences, and proceedings associated with the Services, and (iii) be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with the Consultant.

3. Compensation. The City shall pay the Consultant an amount not to exceed $249,940.00 for the Services at the rates set forth in the Fee Proposal, attached hereto as a part of Exhibit A.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Safety Plan. The Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute, and National Institute for Occupational Safety and Health standards. If, in the Consultant's sole determination, the Services to be provided do not require a safety plan, the Consultant shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City. The City may use such documents for other purposes without further compensation to the Consultant; however, any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Consultant.

7. Consultant Personnel. The Consultant shall provide experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. The Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire City residents to fill vacant positions at all levels. The Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel will not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, the Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during the Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

9. Licenses. The Consultant shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide the Consultant, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement.

10. Materials; Equipment. The Consultant shall provide, pay for, and insure under the requisite laws and regulations all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the Services.

11. Performance Warranty. In addition to any specific obligations set forth in Exhibit A, the Consultant warrants that the Services rendered will conform to the requirements of this Agreement and shall be carried out with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee, or agent 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, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of the Consultant, the Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, or by approving or expressing satisfaction with insurance policies and forms pursuant to the provisions of this agreement, the City does not represent that coverage and limits will be adequate to protect the Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve the Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed, and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. The Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers, and employees for any claims arising out of the work or services of the Consultant. The Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. The Consultant shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, the Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and the Consultant. The Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, the Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by the Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information

required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be the Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A $25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials, and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 04 13 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) The Consultant's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against the City, its agents, representatives, officers, officials, and employees for any claims arising out of work or services performed by the Consultant under this Agreement.

ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. The Consultant shall provide the City with the necessary endorsements to ensure the City is provided the insurance coverage set forth in this Section 13.

13.2 Required Insurance Coverage.

A. Commercial General Liability. The Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate, and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials, and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 04 13, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. The Consultant shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on the Consultant's owned, hired, and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials, and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors, and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 annual aggregate.

D. Workers' Compensation Insurance. If the Consultant employs anyone who is required by law to be covered by workers' compensation insurance, the Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

13.3 Cancellation and Expiration Notice. The Consultant shall provide at least 30 days prior written notice to the City before insurance required herein expires, is canceled, or is materially changed.

14. Termination; Cancellation. The City may, by written notice to the Consultant as set forth in this Section, terminate this Agreement in whole or in part.

14.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by the Consultant of written notice by the City. Upon termination for convenience, the Consultant shall be paid for all undisputed services performed to the termination date.

14.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

14.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to the Consultant in the event that the Services are permanently abandoned. If the Consultant abandons the Services without the consent of the City, the Consultant shall be liable for all actual, incidental, and consequential damages arising from or related to said abandonment, including, but not limited to: (A) the difference between the cost of a replacement consultant to complete the Services and the contract price for the Consultant under this Agreement; and (B) any additional charges, costs, fees or expenses for labor, materials or professional services incurred by the City as a result of delays caused by abandonment of the Services by the Consultant. The City shall use its best efforts to replace the Consultant within a reasonable time.

14.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

14.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts, or otherwise, were offered or given by the Consultant or any

agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

14.6 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then-current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep the Consultant informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. The Consultant hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this Section.

14.7 Obligations Upon Receipt of Termination Notice. Upon receipt of a notice of termination as set forth above, the Consultant shall (A) immediately discontinue all Services affected (unless the notice directs otherwise), and (B) deliver to the City copies of all data, reports, calculations, drawings, specifications, and estimates entirely or partially completed, together with all unused materials supplied by the City, related to the Services including any completed divisible part of the Services which can be deemed to stand alone (the completed divisible parts of the Services will be determined by both parties at the time of termination). Such termination shall not relieve the Consultant of liability for errors and omissions. Any use of incomplete documents for the Services or for any other project without the specific written authorization by the Consultant will be without liability or legal exposure to the Consultant. The Consultant shall appraise the work it has completed and submit the appraisal to the City for evaluation.

15. Suspension of Work.

15.1 Order to Suspend. The City may, for its convenience, order the Consultant, in writing, to suspend all or any part of the Services for such period of time as it may determine to be appropriate.

15.2 Adjustment to Contract Sum. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the City in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any

suspension or delay (A) to the extent that performance was suspended or delayed for any other cause, including the fault or negligence of the Consultant, or (B) for which a change order is executed.

16. Miscellaneous.

16.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. The Consultant, its employees, and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of the Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as the Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 and in Exhibit A. The Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. The City and the Consultant do not intend to nor will they combine business operations under this Agreement.

16.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

16.3 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes, or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations, (B) existing and future State and Federal laws, and (C) existing and future OSHA standards.

16.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

16.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this 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.

16.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement that may remain in effect without the invalid provision or application.

16.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

16.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by the Consultant without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by the Consultant in violation of this provision shall be a breach of this Agreement by the Consultant.

16.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by the Consultant.

16.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

16.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

16.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

16.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts the Consultant owes to the City for damages that have been reduced to a judgment resulting

from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Consultant any amounts the Consultant owes to the City for delinquent fees, transaction privilege use taxes, and property taxes, including any interest or penalties.

16.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:	City of Buckeye 530 E. Monroe Avenenue Buckeye, Arizona 85236 Attn: Dan Cotterman, City Manager
With copy to:	City of Buckeye 530 E. Monroe Avenue Buckeye, Arizona 85326 Attn: K. Scott McCoy, City Attorney
If to Consultant:	Matrix Design Group, Inc. 2020 N. Central Avenue, Suite 1140 Phoenix, AZ 85004 Attn: Celeste Werner, Executive Vice President

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

16.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform the Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. The Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Consultant as needed for the performance of duties under this Agreement.

16.16 Information Technology.

A. Limited Access. If necessary for the fulfillment of this Agreement, the City may provide the Consultant with non-exclusive, limited access to the City's information technology infrastructure. The Consultant understands and agrees to abide by all City policies, standards, regulations, and restrictions regarding access and usage of the City's information and communication technology resources. The Consultant shall enforce all such policies, standards, regulations, and restrictions with all the Consultant's employees, agents, or any tier of subcontractor granted access in the performance of this Agreement and shall be granted and authorized only such access as may be necessary for the purpose of fulfilling the requirements of this Agreement.

B. Permitted Access. The Consultant's employees, agents, and subcontractors must receive prior, written approval from the City before being granted access to the City's information and communication technology resources and data. The City, in its sole discretion, shall determine accessibility and limitations thereto. The Consultant agrees that the requirements of this Section shall be incorporated into all subcontractor/subconsultant agreements entered into by the Consultant. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. Notwithstanding the provisions in Section 14, a violation of this Section may result in immediate termination of this Agreement without notice.

C. Data Confidentiality. All City data and technical information, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Consultant in connection with this Agreement, are confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Consultant shall not, without the prior, written consent of the City Manager or authorized designee, (A) disclose data generated in the performance of the services to any third party, or (B) use City data and information.

D. Data Security. Personal identifying information, financial account information, or restricted City information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When City information, regardless of its format, is no longer required by the Consultant to execute the work contracted by the City, the information must be redacted or destroyed through appropriate and secure methods to ensure the information cannot be viewed, accessed, or reconstructed.

E. Compromised Security. In the event that data collected or obtained by the Consultant in connection with this Agreement is believed to have been compromised, the Consultant shall immediately notify the City Manager, or authorized City designee. The Consultant agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data by the Consultant and, where applicable, the cost of notifying and/or assisting individuals who may be impacted by the breach.

F. Disengagement. In the event this Agreement is terminated by either party, the Consultant agrees to confer back to the City all of its data, in usable and normalized format, within 30 days of notice of termination. There shall be no charge for the return of City data to the City.

G. Survival. The obligations of the Consultant under this Section 16.16 shall survive the termination of this Agreement.

16.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.18, the Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Consultant's and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 16.18. To the extent necessary for the City to audit Records as set forth in this subsection, the Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to the Consultant pursuant to this Agreement. The Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give the Consultant or its subcontractors reasonable advance notice of intended audits. The Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

16.18 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant 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 ARIZ. REV. STAT. § 23-214(A). The Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

16.19 Israel. To the extent ARIZ. REV. STAT. § 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 this Agreement to not engage in, a "boycott" of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

16.20 Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any City-approved Purchase Order, or the Fee Proposal, the documents shall govern in the order listed herein.

16.21 Time is of the Essence. The timely completion of the Services is of critical importance to the economic circumstances of the City.

16.22 Meaning of Terms. References made in the singular shall include the plural and the masculine shall include the feminine or the neuter.

16.23 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

16.24 Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Vendor warrants and certifies that it does not currently, and agrees for the duration of this Agreement that it will not 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 the Vendor becomes aware that it is not in compliance with this paragraph, the Vendor shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Vendor fails to provide a written certification that the Vendor has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on the contract termination date.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

"**City**"	"**Consultant**"
CITY OF BUCKEYE, an Arizona municipal corporation	MATRIX DESIGN GROUP, INC., a Colorado corporation
Dan Cotterman, City Manager	Celeste Werner, Executive Vice President

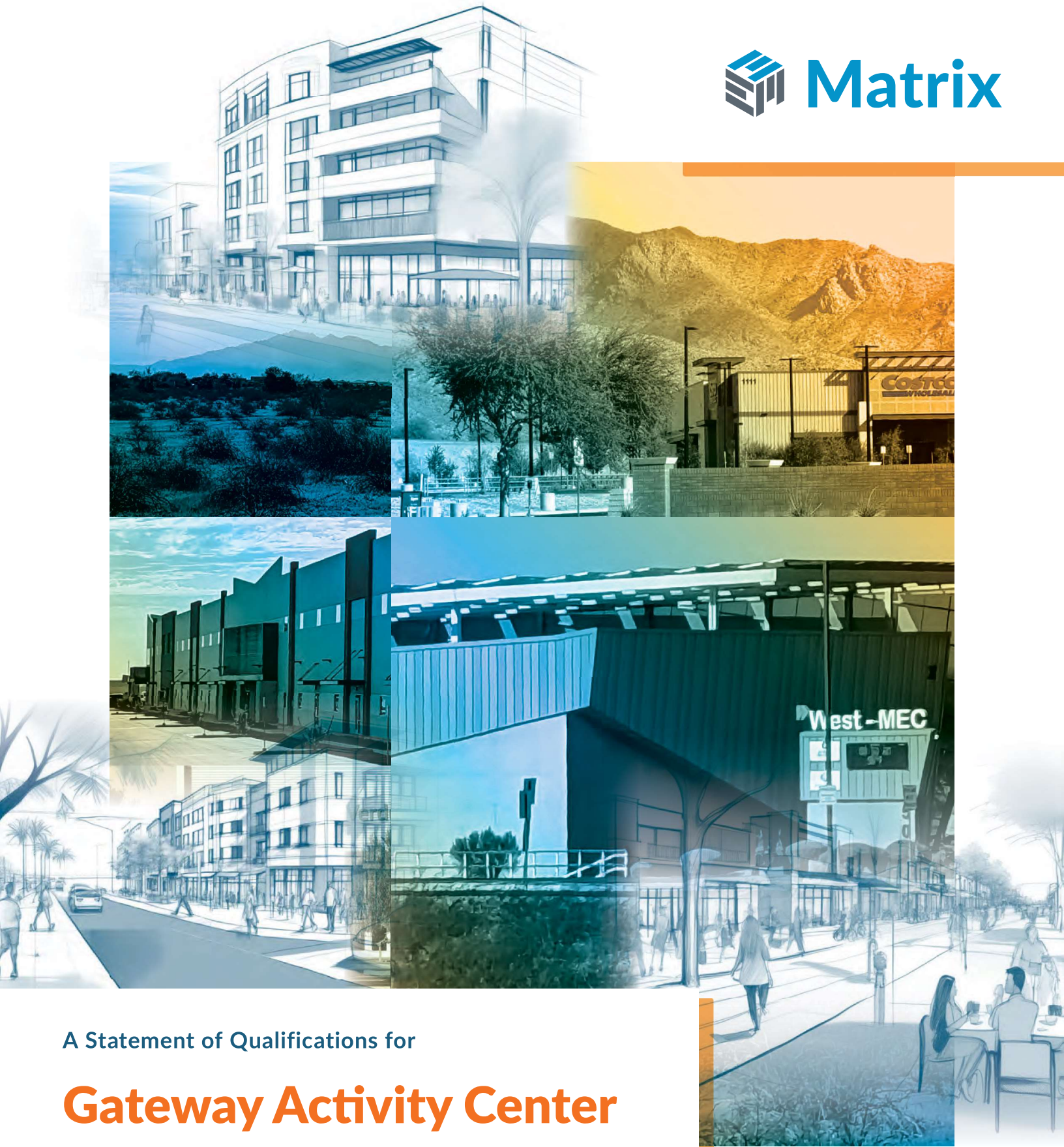
Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAdb1H18jxzIwWRLrqjErC8tDf_WnXhVbw

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
MATRIX DESIGN GROUP, INC.

[Scope of Work and Fee Proposal]

See following pages.

Matrix



A Statement of Qualifications for

Gateway Activity Center

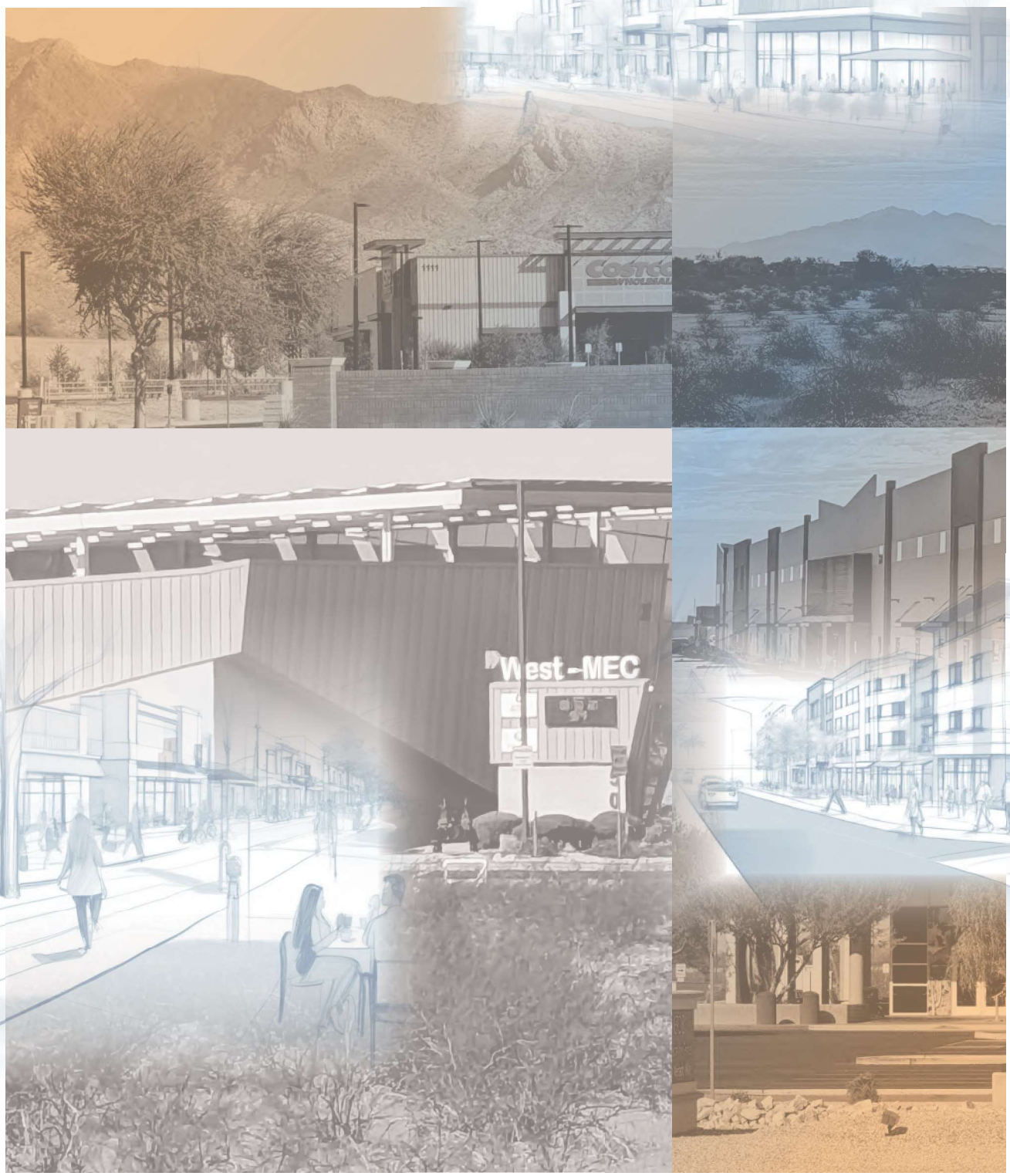
RFQ #: 2024035

September 21, 2023, 5:00 PM MST

Prepared for

BUCKEYE, AZ

Matrix



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Cover Letter

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Matrix

Matrix
Excellence by Design

September 21, 2023

City of Buckeye
Alisha Solano, Customer Care & Procurement Director
530 E. Monroe Avenue
Buckeye, AZ 85236

RE: RFQ No. 2024035 Gateway Activity Center



Dear Ms. Solano and Members of the Evaluation Committee,

The Gateway Activity Center Specific Area Plan is an important opportunity for the City of Buckeye to create a dynamic and world-class live, work, and play environment in one of its most robust core growth areas. At Matrix Design Group, Inc. (Matrix), we understand how to incorporate innovative and unique elements that will enrich the character and vitality of Buckeye and serve local businesses and the surrounding community for years to come. We are excited about the opportunity to contribute to the long-term benefit of the city by designing a Specific Area Plan that will exceed expectations and provide an implementable blueprint to serve the West Valley region into the future.

We are an employee-owned, full-service, multidisciplinary planning and engineering firm with 200-plus employees in 11 offices nationwide, including Guam. Our corporate structure comprises eight principals, each with decades of award-winning experience and recognition in their fields. They lead various Centers of Excellence, including Planning, DoD Programs, Development Services, Water Resources, Transportation and Civil Engineering, Environmental and Ecological Services, and GIS. Our organization is built around internal open lines of communication, allowing project managers access to our diverse team of experts with relative ease. Our team of professionals is agile and client-focused, with a blend of resources to provide high-caliber technical expertise to the Gateway Activity Center Project.

The Matrix principals and board members are:

- Daniel Schnepf, PE – CFO, Chairman of the Board
- Mike Hrapla – Board Secretary
- Sal Nodjomian, PE – CEO, Board Member
- Jamie Price, PE – COO, Board Member
- Celeste Werner, FAICP – Chief of Strategic Development
- Eric Hiraga – Major Projects and Emerging Markets Director
- Patrick Chelin, PE – Deputy COO
- Carisa Cipoletti, SHRM-CP, PHR – Director of Human Resources

Our ***Executive Vice President, Celeste Werner, FAICP,*** has over 35 years of community planning and public engagement experience in Buckeye, Arizona, and nationwide. ***She will locally oversee the project as the Project Director and the Community Outreach/Facilitation Task Lea***d for the Buckeye Gateway Activity Center Specific Area Plan. She has expertise in revitalization and redevelopment, land use policy, zoning, and comprehensive and general planning, as well as holistic area planning. Celeste is a Luke Air Force Base Honorary Commander and specializes in defense community compatible land use planning. She is a celebrated leader in public and stakeholder engagement, focusing on collaboration and consensus building between all stakeholders, residents, landowners, agencies, and the military – at the heart of successful planning efforts.

Edward "Ed" Boik, AICP, will serve as Project Manager. Ed brings diverse project management experience and working local knowledge, as well as established relationships with City staff, the Planning and Zoning Commission, and the City Council. As a public sector planner, Ed had an integral role in developing the Imagine Buckeye 2040 General Plan and the Activity Center Land Use Designations. Ed was also responsible for developing the interim Buckeye Downtown Area Plan – a coordinated effort with Arizona State University, and developed several policy, procedure, and regulatory improvements that incentivized economic growth in targeted areas, improved transition between unlike uses, and streamlined review.

Supporting Buckeye, Celeste, and Ed is a team of subject matter experts with decades of diverse experience, several with first-hand experience with previous Buckeye plans and projects. They all exemplify passion, innovation, and customer-focused delivery.

- ***Celeste Werner, FAICP***
- ***Bren Cox, AICP***
- ***Patrick Small, AICP***
- ***Jan Caldera, RA***
- ***Greg Shaner, PE***
- ***Scott Barnhart, PE, PTOE***
- ***Drew Beck, PE, PMP, CFM***
- ***Daniel Schnepf, PE***
- ***Chad Herd, PLA***
- ***Chris Martin, GISP***
- ***Mike Hrapla***
- ***Alexa Boccieri***
- ***Jon Carlson, Espiritu Loci Inc.***
- ***Matt Schwalb, MA, MSA, ABLE Operations***

To provide an implementable Area Plan that exceeds Buckeye's expectations, we are proud to have formed exclusive partnerships with two subconsultants: Espiritu Loci Incorporated and ABLE Operations. Each of these exceptional firms will enter formal contracts with Matrix upon award of the project contract.

Espiritu Loci Incorporated (ELI) is an award-winning planning and development firm renowned for creating incredible communities, from new cities to urban cores and neighborhoods. Their visionary work utilizes innovative land use and design to develop attractive, valuable, and desirable places to live, work, and recreate. ELI is proud to have led the design and planning of Verrado, an iconic new urbanism master-planned community located just north of the Buckeye Gateway Activity Center, DC Ranch, Eastmark, Deep Well Ranch, and many other quality, successful projects. ELI will lead the Urban Design and Character Planning for the Buckeye Gateway Activity Center.

ABLE Operations (ABLE) is an economic and workforce development research consultancy providing actionable insight to state and municipal governments. ABLE's team utilizes modern data analysis tools and methods such as IMPLAN and REMI PI+ to provide data-driven guidance to their clients. ABLE's work includes performance measurement, fiscal impact analysis, feasibility analysis, land use, market, labor, and demand analysis for commercial, industrial, and mixed-use developments. With their deep experience, ABLE will successfully lead the Economic Absorption Analysis task. ABLE and Matrix are regular partners and function as a seamless, singular team.

Neither Matrix Design Group nor its officers have had any contract or subcontract terminated within the past five years.

Primary Contact Information:

As Executive Vice President of Matrix, I am authorized to commit the firm to providing the City of Buckeye with all the necessary resources to complete this project on time and within budget. Should you have any questions regarding our response, I will serve as the point of contact for the City regarding this solicitation.

Matrix Design Group, Inc. (Corporation)
Celeste Werner, FAICP, Executive Vice President, Chief of Strategic Development
matrix@matrixdesigngroup.com
2020 North Central Avenue, Suite 1140, Phoenix, AZ 85004
602.288.8344
FEIN 84-1515767

We appreciate the opportunity to submit this proposal and look forward to discussing the project in greater detail.

Sincerely,

Matrix Design Group, Inc.



Celeste Werner, FAICP

Project Director, Chief of Strategic Development

Vision and Method of Approach

2



Matrix



Vision and Method of Approach

Understanding

Matrix fully understands the multifaceted nature of this endeavor, aiming to create a unique amalgamation of a research and development node, an entertainment hub, and a vibrant live-work-play environment. This project is not just about constructing buildings but about building an ecosystem that will serve as a robust core for economic and social growth. We recognize the strategic importance of this area plan as a cornerstone for fostering innovation, lifestyle enhancement, and community building. Our team is committed to delivering a plan that not only meets the outlined criteria but also anticipates the future needs and aspirations of the stakeholders involved. We look forward to contributing to such a transformative project.

Our scope of work includes several components to develop the Buckeye Gateway Activity Center Area Plan. We understand that the City desires a consultant with the vision and experience to develop a comprehensive urban design and land use plan validated by economic analysis and strongly supported by the community and all stakeholders with a vested interest in the area. In other words, the City requests an area plan that is a roadmap with validated implementation and practical guidance to execute the vision for the Buckeye Gateway Activity Center. We understand that the City intends this project to be completed within 12 months and the anticipated budget is $250,000. We have developed a vision, a scope of work, and a schedule that complies with these specifications. We also understand that while we have provided a vision for the area, this vision is only a framework and will evolve during the project to align with the vision of City leadership, residents, and stakeholders.

Matrix | Gateway Activity Center

Vision

The creative team of professionals Matrix has assembled for this project has been carefully selected because they are all uniquely qualified to provide Buckeye with visionary land planning alternatives that will maximize the economic development potential of this new "Gateway to Buckeye", while also creating a vibrant and memorable place that becomes a local and regional destination. Our visioning process involves working closely with Buckeye and all stakeholders to realize this great opportunity to implement the Activity Center concept described in the General Plan. Our "placemakers" and community designers will share their collective knowledge and experience and provide big-picture alternatives for achieving successful implementation of the selected plan. ***Our initial vision for the Gateway is as follows:***

The Buckeye Gateway Activity Center is ***a dynamic and energetic destination*** in the West Valley. Residents and visitors immediately recognize the unique atmosphere and character of the area through carefully designed public infrastructure and architectural design. Iconic, themed gateway signage greets you at the principal arterial entries into the area. Unique street cross sections emphasizing multi-modal complete streets provide comfortable, accessible, and safe travel for vehicles, bicycles, pedestrians, and transit. Street trees, pedestrian lighting, and pedestrian-oriented building design create wide, safe, walkable areas and are utilized by restaurants and cafes for outdoor dining and gathering.





The centerpiece of the area is a public park and event space that is utilized for local festivals, music venues and local resident recreation. Streets may radiate from the core towards the White Tank Mountains and the Sierra Estrella Mountains creating dramatic viewsheds into the center hub of the area. Buildings in and near the core of the activity center are multi-story and mixed-use and overlook the center park. The architecture is engaging and evokes a modern southwest vernacular with high-quality, durable materials, screened utilities and equipment areas, and shaded entries and walkways. This area is also a center for entertainment and nightlife and exudes ambiance and energy found nowhere else in the West Valley. Parking is available and strategically located for shared and "park-once and walk" concepts, as well as street parking opportunities along mixed-use frontages. Parking structures and lots are well designed and located to minimize impact on placemaking. Density gradually decreases outward from the core providing a range of residential housing types and opportunities for convenient small-scale retail corners and appropriate transition to the single-family areas and traditional suburban development bordering the center.



The activity center is also home to significant office, healthcare, education, and employment uses. The businesses of the area capitalize on opportunities presented by West-MEC, Palo Verde Energy Education Center, and the existing industrial and business flex uses on the northern portions of the activity center. Land uses in the hub area are designed to transition and buffer from these uses. While uses and development north of Van Buren Street are more suburban in nature, district-wide character elements such as gateway signage, street trees, and public streetscape design (streetlights, pole banners, pedestrian lighting, crosswalk/sidewalk design) reinforce the gateway activity center identity and theme.



Stormwater and drainage are innovatively managed to capture and reuse water resources within the Activity Center landscaped and recreational amenities. Drainage, detention, and retention can be designed into the Activity Center as amenities along trails, walking paths, landscaped open spaces, and for central water features, where appropriate. These features will provide connectivity within and outside of the Activity Center. A possibility is to create an area-wide manmade wetland that captures, naturally cleans, and reuses stormwater runoff in the amenity areas, and any access stormwater runoff could be used for groundwater recharge. Sustainability is carefully integrated into all aspects of the plans for this area.

Buckeye Gateway is an active, walkable core that adds diverse economic opportunity and value to Buckeye. It provides Buckeye with much-needed unique, high-quality, and diverse housing and living options. It is a sustainable district with low water use, low auto dependency, and a lower energy and carbon footprint than surrounding developments. The Buckeye Gateway Activity Center is seen as one of Arizona's and the Nation's great places to live, work and play in a sustainable manner.

Approach to Implement Vision

As described in our detailed scope of work and project understanding in Section 4, we will recommend the City implement a land use plan, development and design regulations, street and utility standards, and economic strategies to maximize the short-term and long-term success of the project.

We accomplish this through thorough public and stakeholder engagement with the Buckeye Gateway Activity Center's property owners, developers, and public stakeholders including the Arizona State Land Department, Flood Control District of Maricopa County, Arizona Department of Transportation, and Luke Air Force Base. Proactively resolving the unique concerns of the stakeholders and vetting the plan concepts with the development community adds value to the plan and shortens the timeframe for development. This engagement will also uncover opportunities for public-private partnerships and provide clear guidance on the most effective financing and partnering tools for the circumstances.

Five Steps to Success

Matrix's project management leadership will execute a strategic approach to the Buckeye Gateway Activity Center Specific Area Plan that includes the five steps that follow:

1 ***Partner** with our client and the community to provide a streamlined and transparent working relationship.*

Engaging Project Management Process

Project leadership will be provided by Celeste Werner, FAICP (Project Director), and Ed Boik, AICP (Project Manager).

Our multitiered management team structure is designed to give ready access to our clients and our staff. As a senior Matrix leader and the Project Director, Celeste will provide overall project oversight, addressing any issues that might arise. Celeste will also play a key role in the visioning/public engagement tasks. As the Project Manager, Ed will be responsible for day-to-day project oversight and direction, and all team members will report directly to him. To ensure satisfactory and timely completion, all project communications will be directed to and through the project management team.

Our recent and ongoing experiences and relationships with the City of Buckeye will shorten the project ramp-up and increase efficiency throughout the project. This will enhance the effectiveness of proposed regularly scheduled coordination meetings with the City and clarity in monthly progress reports describing tasks completed and milestones nearing completion. We are further available via email, Microsoft Teams, and text messages/phone and can provide a swift response.

Matrix is flexible and receptive to emerging needs and changes in approach. Efficiency and responsiveness are top priorities for our team.

Online Project Management Application

Matrix understands that this is the City's plan and not our plan. As your partners in developing this important plan, we will focus on transparency. To this end, we can provide an online project management application that allows you real-time secured access to view all aspects of the project, including project plans and schedules, budgets, task assignments, documents, and other resources. The platform helps direct attention to the tasks at hand, empowers teams, and ensures transparency. It includes a dashboard that presents a summary of project status information which can be accessed anytime and anywhere.





Partnership to Meet Your Needs

We partner with our clients to provide them with whatever level of support is desired. Agile and flexible, we are prepared to take a strong lead on the project — or to work closely and collaboratively with the City project team. If the City determines that the level of project support and collaboration needs to shift mid-project, we can adapt to meet those needs without affecting the schedule.

2 ***Involve*** ***all stakeholders and the community to ensure a widely supported and implementable plan.***

Inclusive Engagement

Matrix recognizes the importance of a multilevel and robust public outreach strategy that successfully ***engages the broadest spectrum*** of residents, developers, businesses, local and state agencies, military partners, and other stakeholders. This includes traditional and digital techniques to reach out to and engage busy families and others who desire to but cannot participate in in-person community planning meetings. We have a proven and award-winning track record of engaging these populations; we do this by forming ***strategic partnerships with community organizations and trusted community leaders through our ambassador program,*** focusing on multiple channels of cost-effective outreach, and utilizing electronic and social media. We equip the ambassadors with engagement strategies, information, and materials to deepen community awareness and participation.

The language of planning is often acronym-heavy; our program will use straightforward, simple language to make it ***inclusive, accessible, and equitable*** to all residents and, we hope, even make it fun! We have designed outreach plans, methods, and activities that let people communicate with us in the ways with which they are most comfortable and provide transparent processes that validate the input given. Our award-winning public engagement approach is successful because it fulfills three important objectives:

We obtain buy-in throughout the process, which builds the community's trust in the process and ownership of the plan.

1) Inclusive, 2) Informative, and 3) Validating.



Public Meetings. We excel at facilitating different types of public and stakeholder meetings to best engage diverse audiences and receive meaningful input, whether for ***project committees, community members, or elected officials. From small-group interviews to charettes and workshops,*** we have the resources and expertise to foster open, respectful, and productive meeting environments — ***in-person, virtually, or both (hybrid)*** — to redefine the planning process, reimagine the future, and position the Buckeye Gateway Activity Center to realize its vision.

Matrix | Gateway Activity Center



Community Events. We build relationships and engage with local residents, organizations, and leaders by attending community events throughout the life of a project. Our team, in collaboration with the City, can set up booths with informational materials and input exercises for event attendees to participate in the planning process or to take home. Salute to Service, Buckeye Days, and Glow on Monroe are examples of events our team could attend. We will work with your project management team to identify other community event engagement opportunities throughout the development of the plan.

Ambassador Program. Matrix uses a volunteer and paid Public Engagement Ambassador Program that is designed to educate community leaders and other community volunteers in order to spread information about the project. We provide ambassadors with presentation materials and training so they can present general information on the plan and gain ***input from their unique communities and local organizations*** and communicate that information back to the project team. Matrix has also developed a Youth Ambassador Program that empowers students to reach out to their peers, promote the planning process, and have a voice in their community's future.

Engagement with Youth. Engagement with young people is important to ensure that today's legacy decisions remain relevant to future generations. We routinely pursue opportunities to work with colleges, school district superintendents, educational facility administrators, and educators to find ways to reach youth and young adult audiences as part of the planning process. We also engage with City-sponsored youth groups such as the Buckeye Youth Council to ensure the future of the plan area includes their perspectives.

Virtual Community Meetings. Matrix has developed a 3D virtual public workshop portal, a custom public engagement tool that can be used to facilitate live and on-demand meetings tailored to each client's specific needs. Our 3D virtual public workshop portal enables all residents and stakeholders to provide input easily and at their convenience 24/7 for a period of time determined by the client and project team. The virtual meetings completely replicate the in-person experience from informational exhibits to interactive activities and comment cards. Our standard is to keep virtual workshops live for an average of one to two weeks. A short video depiction of this tool can be found here: https://youtu.be/V2wf1yJvZ6g.



Getting the Word Out

The cornerstone of effective public outreach and engagement is providing clear communication about project processes and goals and offering sufficient opportunities for community members and stakeholders to engage, understand, and respond with their own concerns and interests. To accomplish this, Matrix collaborates with our clients to develop effective and innovative engagement campaigns that feature proven tools and utilizes memorable project branding and graphic design to foster lasting awareness and elevates the plan's significance in the community's mind.

Digital Engagement. We are pioneers and experts in digital engagement methods. Our marketing and graphics team uses the latest tools and methods to create engaging and useful social media graphics that grow engagement and digital questionnaires using Survey Monkey and Survey123 that are tailored to client needs to be easy to complete and easily accessed from any device.

Project Website. Matrix will utilize a project website that provides 24/7 access to project information and tools for providing input, such as email sign-up lists, comment forms, public notices, interactive IDPlaces, maps and questionnaires.

Public Notices. Matrix uses different mechanisms to notify the public about engagement opportunities, including graphical flyers and postcards distributed physically and electronically, eBlasts sent to project email lists maintained by Matrix, social media announcements posted on the City's and other organizations' social media platforms, content for digital billboard advertising runs, and notices on the project and City's websites.



QR Codes. Matrix makes engagement simple and convenient for everyone whether through traditional techniques or modern technology. Customized QR codes on mailers, handouts, invitations, and other materials can be read by smartphones, tablets, and other camera-equipped computer devices and easily link the community, participants, and stakeholders directly to online questionnaires, project websites, IDPlaces, and more!

Informational Brochures. A consistent feature of our planning process is the presentation of large amounts of information in a concise format, as illustrated in the fact sheets for the award-winning Imagine Buckeye General Plan Update. To make the many plan elements easier to understand, similar planning elements were combined into three simple themes: Growth, Services, and Stewardship. The fact sheets not only summarized the key information for each theme but also satisfied technical and statutory requirements to educate and inform citizens.





3 ***Discover what is important to the community and stakeholders for Buckeye Gateway Activity Center success.***

Community Values and Vision Assessment

Early in the process, Matrix will coordinate with City staff to cultivate a more in-depth understanding of historical and current challenges, needs, and planning opportunities. Our first engagement step in the visioning process is an in-depth assessment of the community's and stakeholders' values and vision of the Buckeye Gateway Activity Center. This will be done through one-on-one interviews with property owners, developers, state agencies, and military partners, as well as in community meetings. Additionally, ***in-person and online questionnaires, interactive exercises, and tools such as IDPlaces will allow all participants to communicate their vision at their convenience and in the way they are most comfortable.***

This assessment is important, as it will establish the planning and implementation foundation for entertainment, employment, tourism, growth, economic development, diverse and affordable housing, transportation, and environmental opportunities in the Buckeye Gateway Activity Center.

Tools for Discovery

Meetings are more than presentations. They are interactive opportunities for participants to share, collaborate, and discover ways to make the Buckeye Gateway Activity Center an enviable district for tourism, entertainment, shopping, working, and living, and a cornerstone of community pride.



Workshop Exercises for All Ages. We are skilled at engaging all ages in scenario planning and other community design exercises, such as "Blocks on Blocks." This exercise captures the imagination of youth and elders alike by using blocks to represent different land uses and densities and explore potential short- and long-term visions for the community. Wall mapping exercises allow participants to post comments on places of interest or concern in ways that are visible to all other participants. Input on land use, transportation, recreation, and community services is similarly shared on widely visible, portable "sticky walls" during strengths, weaknesses, opportunities, and threats (SWOT) exercises. These approaches give transparency to the extent of specific concerns and areas of disagreement and consensus, fostering equitable problem-solving, sustainable solutions, and trust in the planning process.



IDPlaces App. Built on lessons learned and successes over countless projects, Matrix's planning team and Geographic Information Systems (GIS) specialists developed this app in house to make public engagement opportunities more accessible and public input more meaningful. The interactive online mapping tool, similar to Social Pinpoint, allows the public to "pin" comments to specific locations to identify and describe the community assets they value, opportunities to achieve a future vision, or issues or concerns that should be analyzed and addressed through the project. IDPlaces is actively monitored and gives the public a convenient way to provide comments from their phones, tablets, or computers.

Community Questionnaires. Our team has extensive experience developing community questionnaires that elicit quick and meaningful input from across a community. We develop questionnaires for residents and business owners that can be distributed as hard copies at project meetings, community events, public facilities, businesses, on-the-street interviews, and pop-up gatherings, or as digital versions that can be uploaded to project and partner websites.

4 ***Transform** the data and community input into a robust land use plan, vision, goals, and policies for the Buckeye Gateway Activity Center.*

Validate and Incorporate Community Input

Hearing, acknowledging, and addressing community concerns — validating the importance of all residents' needs and contributions — is fundamental to our public engagement process and other planning efforts. We will maintain databases of all comments and contact information received through all avenues during plan development to help identify recurring themes, concerns, and goals; build consensus; create a plan that aligns with the community's shared vision; and keep participants informed. Opportunities, challenges, and potential solutions will be presented to and vetted by the public and stakeholders at key milestones. Based on past successes, we will also meet with individuals and groups as needed to better understand their concerns, address comments, and meet them where they are. We will further prepare and post summaries of all engagement activities on the project website for full transparency.



Urban Design and Transportation Vision

The team will evaluate existing plans and the vision and values of the community to identify ways to improve the transition from intense uses, general mobility, active transportation, recreation and event spaces, and connectivity. Ultimately, Matrix will position the City to develop ***Complete Streets and safe community spaces*** with beautiful streetscapes that stimulate tourism, economic growth, community and character building, and the engagement that is critical to placemaking. ***We will produce a visionary urban design and land use plan that includes a central community center (or hub) and a circulation plan that supports a high-quality, attractive, and desirable environment for living, learning, recreation, and business growth.***



Economic Study-Driven Land Use Decisions





Matrix fully understands the importance of accurate and reliable market demand and absorption estimates related to future land use requirements — particularly considering housing, economic and business innovation trends, evolving tourist and consumer behavior, and living and transportation expectations across generations. To provide Buckeye with such forecasts, Matrix will perform a study area-wide analysis using a mixed-methods approach to estimate net-new future market demand for housing, retail, restaurants, offices, research and development, and other employment uses. Our mixed-methods approach will utilize quantitative analysis of all demographic, consumer, economic, and real estate market data, and qualitative interviews with local business leaders, local planners, private-sector developers, property managers, and other stakeholders and practitioners deemed relevant by Matrix and the City. ***Importantly, the study will identify the area's economic strengths and opportunities and guide land use decisions, promoting lasting economic vitality and quality of life for Buckeye Gateway Activity Center businesses and residents.***

We will also work with the City to identify public-private partnership opportunities to assist in bringing preferred development to market sooner than might otherwise be the case. Rather than waiting to allow the region's natural growth to generate sufficient demand for development to break ground, engaging local commercial partners to assist with financing, planning, marketing, or other development components will create important win-win development opportunities.

esri™
Partner Network
Bronze

Utilizing GIS as an Analysis and Decision-Making Tool

Matrix is a proud, vetted member of the Esri Partner Network. Esri is the global market leader in GIS technology and partners exclusively with companies that exemplify excellence in GIS and location technology. Matrix is a GIS leader, and we are excited to offer the benefits of this unique partnership to you. Through our nationally recognized GIS expertise and Esri partner status. ***We provide our clients with innovative and effective scenario visualizations using ESRI GIS tools such as ArcUrban, to create 3D environments that can be easily adjusted to demonstrate the "what if" impacts of changes in land use mix and patterns, increases/decreases in density, water infrastructure and transportation factors, financial impacts and more.*** Because ArcUrban is an ESRi product, it is easily integrated with existing ArcGIS data and systems reducing start-up effort and quickly giving client's useful results. Applying this industry-leading tool allows for more educated, thoughtful decisions that can be directly linked to desired future planning outcomes. A staple of our final deliverables, Matrix always provides our clients with all native geodatabases and GIS files facilitating integration with client systems and continued usefulness of the models.





5 ***Implement** the Buckeye Gateway Activity Center Specific Area Plan.*

Focus on Implementation

The hallmarks of our plans include an emphasis on community vision and ownership and plan development with a focus on ***measurable implementation.*** Preparing an innovative plan is nothing more than an academic exercise if it sits on the shelf and collects dust. Consequently, ***our recommendations focus on achieving a final product that is realistic, fiscally sound, supported by the community, and easy to implement.*** Our final product is also designed to provide excellent usability and ease of maintenance. We will produce a plan for the City of Buckeye that is engaging, easy to understand, and capable of serving as a guide for future planning and resource decisions across departments that can be readily used and maintained by the planning staff.

Approach to Challenges

Communication and coordination with surrounding property owners and residents will be important in shaping the Buckeye Gateway Activity Center Area Plan's success. There are land use and infrastructure issues to consider with existing uses around the project site and a nearby military base with overhead training routes that create opportunities and challenges for the development of the area. Early engagement demonstrating the plan's sensitivity to stakeholder needs and the incredible added value of the area plan to Luke AFB, ASLD, residents, and major property owners will be key to its success.

Communication with local, state, and federal agencies who have an interest in the Buckeye Gateway Activity Center Area Plan area will be critical. Coordination early in the planning process will alleviate any conflicting uses designated in the Plan, with what is existing. These include existing regulatory or utility issues that could negatively impact the project timeline. Such regulatory restrictions include Department of Defense deed restrictions on the former Luke Air Force Base auxiliary field that may impact the planning and execution of the plan.

The planning of the Buckeye Gateway Activity Center doesn't end at its boundaries. Surrounding areas should be compatible with existing development and complement future uses designated in existing plans. To prevent unintended consequences of land use decisions surrounding the activity center, we will maintain open dialogue and pursue regular development briefings with Buckeye staff throughout the design process.

We will actively monitor project metrics to identify schedule and budgetary concerns. We are adaptable and agile and will work collaboratively with the City to develop modifications to the task approach to manage the budget, save time, and improve the end product.

Experience and Understanding of the Project Request



3

Matrix



Experience and Understanding of the Project Request

Current Project Understanding

The intersection of Verrado Way and I-10 in Buckeye is a premier opportunity for a gateway to Buckeye and a destination for entertainment, innovation, employment, education, healthcare, and diverse living. Buckeye has long recognized this opportunity and aspires to develop a unique, notable area that represents the future of Buckeye and is well-regarded as a regional destination in the Phoenix metro area. The development community has recognized this opportunity and established unique and regional draws such as The Palo Verde Energy Education Center, West-MEC and public and charter school campuses, Costco, and industrial and business flex space.

Matrix and the City of Buckeye identified the Buckeye Gateway Activity Center in the Imagine Buckeye 2040 General Plan. In the years following the ratification of the plan, City leadership has recognized that the gateway not only includes the activity center in the General Plan, but hundreds of acres of adjacent parcels. In total, over 2,000 acres of land represent the Buckeye Gateway. This is a premiere location that captures the economic development potential for the Gateway to Buckeye. With Interstate 10 to the north of this planned activity center and Verrado Way traversing the development area from north to south, the center is strategically located to create a high-quality community activity node, carefully planned higher density and mixed-use development, research and development clusters, healthcare campuses, education centers, and entertainment venues.

Creating a memorable and comfortable “place” is integral to the success of the Buckeye Gateway Activity Center. A thoughtful, unified urban design theme for the area will ensure that visitors and residents recognize the area as a special, sustainable, and high-quality area. The Verrado community located immediately to the north of this activity center is nationally known as an innovative example of New Urban development, with emphasis on “placemaking” and a vibrant, walkable environment that offers unique, diverse housing, business, and recreational opportunities. Matrix has teamed with Espiritu Loci, Inc. whose President is the principal planner for Verrado, as well as many other noteworthy, planned communities such as DC Ranch/Silverleaf, and Eastmark.



Matrix | Gateway Activity Center



With Matrix's and Espiritu Loci's combined experience and understanding of successful placemaking, sustainable community planning, and compact live, work, play development patterns, we offer a team that understands what it takes to propel this major mixed use employment node, educational center, and entertainment hub for the City of Buckeye into the future. It is exciting to imagine what this activity center will become in the future!

Stakeholders matter. Whether private property owners, businesses, or local, state, or federal agencies, Matrix's award-winning public and stakeholder engagement techniques will ensure that the plan represents the community's vision, meets the City's goals, and is thoroughly supported by all.

Matrix is the military compatibility planning expert. Our excellent working relationship with Luke Air Force Base, allows us to best understand the constraints and requirements of the Luke Air Force Base Vicinity Territory, the graduated density concept policy that overlays this area, and the need to sensitively plan all land uses within or in close proximity to the noise contours that affect the area. Matrix and Espiritu Loci ("Project Team") have extensive experience working with Arizona State Land Department (ASLD), a major property owner in the project area and understand ASLDs requirements to maximize value and provide flexibility to benefit the beneficiaries of the trust.

Even great plans can become items on the shelf if they are not implementable. ABLE utilizes the latest economic data, market analysis, and land use suitability analysis to match land use decisions with market demand and forecast. This analysis validates the plan and gives you the confidence that recommendations are not only representative of the community vision and innovative planning but also aligned with market opportunity and can become a reality.

We are excited to continue our partnership with the City of Buckeye and have aligned our resources and staff to provide this project the necessary support. The passion and diverse, expert experience of the project team makes Matrix the ideal choice for the Buckeye Gateway Activity Center.



Experience with Similar Plans



The plan's success is indicated by the fact that it received 80% of the vote in favor of its ratification in 2019 and its APA AZ award in 2019 for Best General Plan.

ARIZONA

BUCKEYE GENERAL PLAN UPDATE

2016-2018 | https://bit.ly/buckeyeGP

The Imagine Buckeye General Plan 2040 was a comprehensive update to the City of Buckeye's previous general plan, as mandated by ARS §9-461.05. Buckeye included 17 elements or topic areas required by the state for communities with populations of more than 50,000 and five optional elements. These elements were economic development, education, urban design, healthy communities, and arts and culture. The addition of optional topics was based on public input obtained leading up to the plan and during the planning process, which highlighted these areas as critical to quality of life in Buckeye.

Through eye-catching, easy-to-identify branding, a project website, and a comprehensive public engagement approach, the community was highly aware of the project and public participation was significant. Stakeholder and focus group interviews, commission and council workshops, tabletop exercises, and public vision and scenario workshops resulted in thousands of comments and clear direction from the community on goals, vision, and policies.

The plan's 22 elements were organized into "themes" based on common characteristics: growth, services, and stewardship. The themes, along with an innovative goals and policies chart cross-referencing all topics made the plan clear, easy-to-use, and easy to update as the community matures.

The plan also featured an innovative Future Land Use Map that defines six (6) unique activity centers that were envisioned and themed by the community. The activity centers are opportunities for more refined specific area planning and will become unique center points in the city.

Lastly, the Implementation Element provided Buckeye with a playbook for implementing the general plan — so it is not another planning document that just sits on a shelf.

Matrix | Gateway Activity Center



GUAM

HAGÅTÑA MASTER PLAN

2019-2021 | https://bit.ly/HagatnaMP

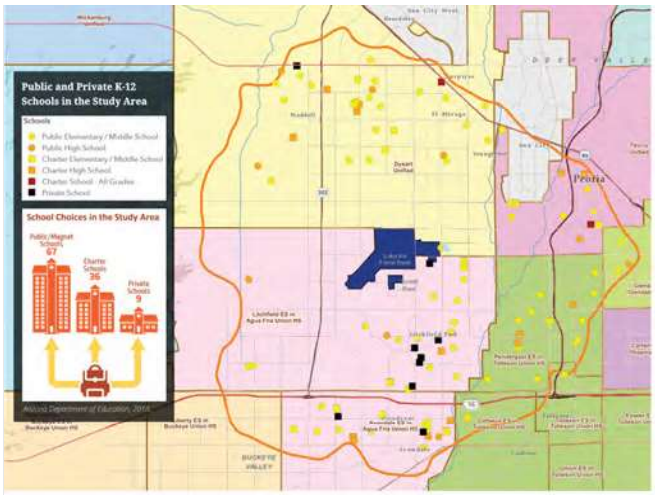
The Hagåtña Master Plan was a comprehensive, multiphase project to develop a vision for Hagåtña, Guam's, capital city and once-vibrant focus of island life. The plan is critical in providing the Hagåtña Restoration and Redevelopment Authority (HRRA) new tools and opportunities for reimagining, diversifying, and leveraging assets to revitalize the community as Guam's economic, cultural, and government center. Key components of the project included goals, strategies, policies, and guidance for reinvigorating the central business district; developing a government complex and efficiently relocating targeted agencies; enhancing economic nodes, cultural resources, and tourist attractions; expanding transportation options; and repopulating the city through initiatives that provide desirable, modern, and affordable housing for all incomes.

All phases of the project involved extensive public participation and outreach, such as open houses, multiday workshops and charettes, stakeholder interviews, and presentations to the HRRA board, the legislature, and the Governor of Guam. The approach ensured representative, inclusive processes and equitable outcomes for all residents. Master-planning efforts were facilitated by the development of a 3-dimensional model of the entire city that illustrated what the future could look like with a newly built government complex, riverwalk corridor, and cruise ship dock with associated commercial boardwalk. The model ultimately sourced a fly-through video to showcase potential features, design concepts, and development opportunities.



Plan components were extensive:

- ***Master Plan*** — Contains the vision, goals, policies, and recommended actions that will guide land use and development decisions in Hagåtña
- ***Alternative Plans*** — Provides new alternative land use plans and design concepts
- ***Zoning Code*** — Defines a new regulatory framework (zoning) aligned with the Plan's vision and guiding principles
- ***Design Guidelines and Regulations*** — Includes design guidelines that promote pedestrian comfort and aesthetics, while ensuring functionality and alignment with economic, cultural, and environmental criteria
- ***Implementation Plan*** — Identifies and prioritizes actions that HRRA, Guam Economic Development Authority, and the government can take to implement the Master Plan
- ***Hagåtña Restoration Organizational/Financial Construct*** — Defines sound organizational and funding mechanisms for plan implementation
- ***City Charter and Guiding Documentation*** — Guides the designation of Hagåtña as a true city, provides founding documents and guiding principles, and establishes parameters and requirements for a city government
- ***Map Atlas*** — Provides in-depth descriptions of existing conditions and trends in Hagåtña, as of 2015











The plan won the APA AZ award for 2020 Best Regional Plan and gained letters of support for this award from the Air Force, local mayors, the Arizona Coalition for Military Families, Arizona State University, the Arizona Department of Veterans' Services, and MAG.

ARIZONA

LUKE AIR FORCE BASE GROWTH MANAGEMENT

2018-2019 | https://bit.ly/LAFBGrowthMgtPlan

Matrix completed a targeted growth management plan (TGMP) for Luke Air Force Base (AFB) as a community-led, collaborative planning effort between Maricopa Association of Governments (MAG), Luke AFB, and surrounding jurisdictions. The TGMP involves 14 partnering communities with the shared goal of enhancing the mutually beneficial relationship between Luke AFB and West Valley communities.

The coming expansion of Luke AFB due to its designation as the new F-35A Lightning II fighter jet training facility will bring over 7,000 new military personnel, Department of Defense (DoD) civilian employees, and military and civilian family members to the region. The plan, funded by the DoD Office of Economic Adjustment (OEA), addressed the potential impacts of the mission expansion on the transportation, economic and workforce development, education, and housing aspects of local communities, as well as examined the ability of those communities to meet the anticipated additional demands on related facilities and services.

Matrix conducted extensive public outreach during the development of the plan. The results of community-wide and Luke AFB surveys conducted online during the study period helped to gauge preferences of residents of nearby cities and Luke AFB. A key product of the TGMP was an online Story Map, "Mission Critical," which included a summary of the findings of the study, interactive maps, and created a centralized hub of information on various resources in the region to aid military families in addressing their needs even before relocating to Arizona. Mission Critical is considered an asset for all current and future residents and is an effective tool for decision-making processes by MAG and communities. The Story Map includes a section for each of the white papers included in the TGMP and will continue to be updated as the plan continues to evolve. Each section includes text, graphics, charts, and layered maps from the corresponding white paper, highlighting the key points and findings in an easy-to-follow format that tells the story of the entire TGMP. This means of public outreach also serves as an ongoing method of educating the public in a way that is meaningful, user-friendly, and invites conversation and feedback.



FLORIDA

SANTA ROSA DISTRICT 4 MASTER PLAN

2017-2018 | https://bit.ly/SantaRosaD4MP

Matrix collaborated with the Santa Rosa County Development Services Department to create a master plan for the District 4 Navarre area. The plan addressed all aspects of growth and development to position Navarre for a vibrant economic future while preserving the historic assets and coastal culture integral to its identity.

Navarre is an unincorporated community in the northwest Florida Panhandle at the eastern end of a peninsula. It is surrounded by the Santa Rosa Sound, East Bay, East Bay River, and Pensacola Bay. District 4 is adjacent to Eglin Air Force Base, making compatible resource use a central concern. The Master Plan presents three (3) alternative conceptual land use plans that include alternative land use distributions with housing density and types by acreage, estimated building square footage, building heights, and vehicular and pedestrian access and circulation. The Plan further accounted for thematic goals and elements, commercial densities and intensities, architectural standards, parking, signage, public uses, open space, and gateway enhancement.

The Matrix Team drew on both primary and secondary sources, including Santa Rosa County and local and regional organizations, to incorporate the most-up-to-date information on the area. The Team integrated population demographic, housing, economic, and geospatial (GIS) data; reviewed parcel boundary maps, deed restrictions, codes, and existing and proposed County-sponsored projects and private developments; incentive programs; as well as transportation data and plans, including existing roadways and rights-of-way, traffic counts, and Santa Rosa County's long-range transportation plan). Matrix further took into account the area's history, preservation goals, and historical structures and environmental issues and constraints.

Critical to plan success were a visual survey of the area's architecture and aesthetic character and a rigorous public engagement program to capture the community's distinct culture, residents' planning concerns and goals, and the shared vision for District 4. The Team ensured the community was aware of the project and opportunities to participate through multimedia advertising and outreach and held multiple public workshops and stakeholder engagement events. Land use alternatives were ultimately based on input garnered from the workshops and a County staff charrette.

FLORIDA

FORT WALTON BEACH DOWNTOWN MASTER PLAN

2016-2019 | https://bit.ly/FWBMP

Prompted by changing traffic patterns that were impacting the vitality of Fort Walton Beach's historic downtown area, our Team conducted extensive planning and economic work to help the community better leverage the area's distinct character and assets. Building on the historic value of Miracle Strip Parkway — Fort Walton's main street — Matrix created a visionary and transformative plan for the downtown area as a unique, destination-based, entertainment district. A hallmark of the project, we further identified key opportunities that could act as a catalyst for private investment and create a strong downtown brand.

Matrix led a variety of stakeholder workshops, community surveys, and public presentations to identify the strengths, weaknesses, opportunities, and threats to the future of the downtown area. The planning efforts focused on transportation alternatives that shift the alignment of Highway 98 north of the downtown core and reclaim Miracle Strip Parkway as a pedestrian-focused, mixed-use corridor. The approach celebrates existing attractions such as the Landing and Heritage Park and Cultural Center, while also creating optimal redevelopment opportunities.



This plan's success is demonstrated by its 2020 award from the APA AZ for Best Revitalization & Redevelopment Plan.

ARIZONA

PASEO DE LUCES DOWNTOWN TOLLESON REDEVELOPMENT AND ZONING DISTRICT

2014-2015

Matrix was hired by Tolleson's City Council to assist in the revitalization of their Town Center. We started by evaluating current zoning districts and quickly engaged in extensive community outreach and the development of alternatives based on public input. After evaluating several alternatives, the stakeholders selected a mixed-use, pedestrian-friendly plan. Following the adoption of a new zoning district, the Matrix Team prepared a community redevelopment area (CRA) plan and Findings of Necessity report to support the redevelopment of the area.

The planning effort was supported by the redesign of the main roadway, which allowed on-street parking, improved public infrastructure, and a more pedestrian-friendly environment to support new development. Once fully implemented, this plan helped facilitate the revitalization effort by increasing the number and variety of retail, office, and entertainment establishments, increasing the number of housing units within the downtown area, and stimulating development on under-utilized properties. Ultimately, the plan increased the number of visitors, generated additional revenue, and strengthened the City's tax base.

Matrix | Gateway Activity Center



This project was awarded a APA National Gold Achievement Award for Public Outreach.

COLORADO

HIGH LINE CANAL VISION PLAN

2016-2020

Matrix Design Group served as the planning team's local representative for the High Line Canal Vision Plan as sub-consultant in the Vision Planning phase of the High Line Canal master planning process. Matrix led a series of eight public outreach Strategic Input Session focus groups that engaged local leaders in the areas of recreation, education, health and wellness, real estate development, environment and nature, economic development, water resources and a local, GOCO Inspire initiative. Matrix conducted a series of five introductory outreach informational sessions at existing summer events, in conjunction with county, city-wide and neighborhood fairs and the Audubon Society. Matrix also actively participated in a series of twelve public engagement open house events at the four critical milestones of the Vision Planning process.

The High Line Canal is a 71-mile agricultural irrigation canal that courses through four (4) counties and nine (9) municipal jurisdictions from the Rocky Mountain foothills to the eastern plains of metropolitan Denver. Built in 1887, the 150-year-old canal and its adjacent maintenance road have outlived their purpose of agricultural water delivery, as urban and suburban neighborhoods have developed along its banks. Now used primarily as beloved recreational trail, natural area and neighborhood amenity, its owners, Denver Water, are looking to the long-range future and their desire to divest themselves of this obsolete water delivery infrastructure and formally re-purpose it for recreational use, in association with the High Line Canal Conservancy.







COLORADO

HISTORIC ARKANSAS RIVERWALK OF PUEBLO

2013-Ongoing

For the past twenty years, Matrix Design Group has served as the lead planning and design firm for the City of Pueblo and the Pueblo Urban Renewal Authority's (PURA) award-winning Historic Arkansas Riverwalk of Pueblo (HARP) project. HARP is recognized nationwide as a vital downtown waterfront destination linking historic and new commercial development through a navigable waterway and taxi system that is connected to the Pueblo Hotel and Convention Center. The $32 million project was funded by a public bond election, private donations, grants, GOCO funding, and corporate funding, including from the Boettcher Foundation, Coors Foundation, Hewitt Packard Foundation, Piton Foundation, and many more. The work has demonstrated that a historic river resource can be reclaimed to create a new community identity and economic engine — in this case, generating over $120 million of public and private investment. HARP has been recognized through national and state awards for planning and design, engineering, public engagement, and community-building process.

The most recent phase of HARP focused on the Gateway Plaza and Channel extension and included developing the Gateway Plaza around the Convention Center Expansion and Professional Bull Riders (PBR) Training Grounds, extending the channel toward Santa Fe Avenue, and creating a new boathouse building. This work provided the HARP Authority with new offices, as well as space for local events and an exciting welcome to visitors near and far.

For these latest efforts, Matrix served as lead civil engineer and landscape architect for the Gateway Plaza design. Because the property had been constructed in the late 60's, existing infill infrastructure presented many challenges. The original main was asbestos cement pipe (ACP) that required condition identification with the environmental consultant, removal to ensure the material remained non-friable, and proper disposal. Within the water line corridor was also existing brittle sanitary sewer vitrified clay pipe (VCP), telecommunications and emergency services duct banking, and brick joint sanitary/storm sewer pipe. Matrix's early identification of the utilities, coordination with the City of Pueblo and utility stakeholders, and communication with the client and contractor were essential to successful redevelopment of the downtown area.

Matrix | Gateway Activity Center



ARIZONA

WICKENBURG REDEVELOPMENT PLAN

2017-2018

Matrix Design Group provided professional planning and design services to develop the Wickenburg, Arizona Redevelopment Plan for the historic downtown area. The Wickenburg Redevelopment Plan provides for strategies to revitalize and foster reinvestment and economic development in the historic heart of the city.

Matrix conducted a thorough inventory and analysis of blight conditions throughout the redevelopment area to determine a predominance of blight. Matrix provided for digital collection and analysis of property data, including photographic documentation and blight description summaries. This analysis established the necessary conditions to support a formal declaration of blight, enabling redevelopment powers and resources to be used by the Town of Wickenburg in this area to address blighted conditions and economic decline. The plan includes implementation policies and strategies to achieve the broad community goals and objectives to foster redevelopment and revitalization of the downtown area and central business district.

Throughout the redevelopment process, Matrix developed and implemented a robust public engagement process that involved creation and maintenance of a project website, project branding, community meetings, and other methods to ensure community input and support for the redevelopment plan.

ARIZONA

MARANA GENERAL PLAN

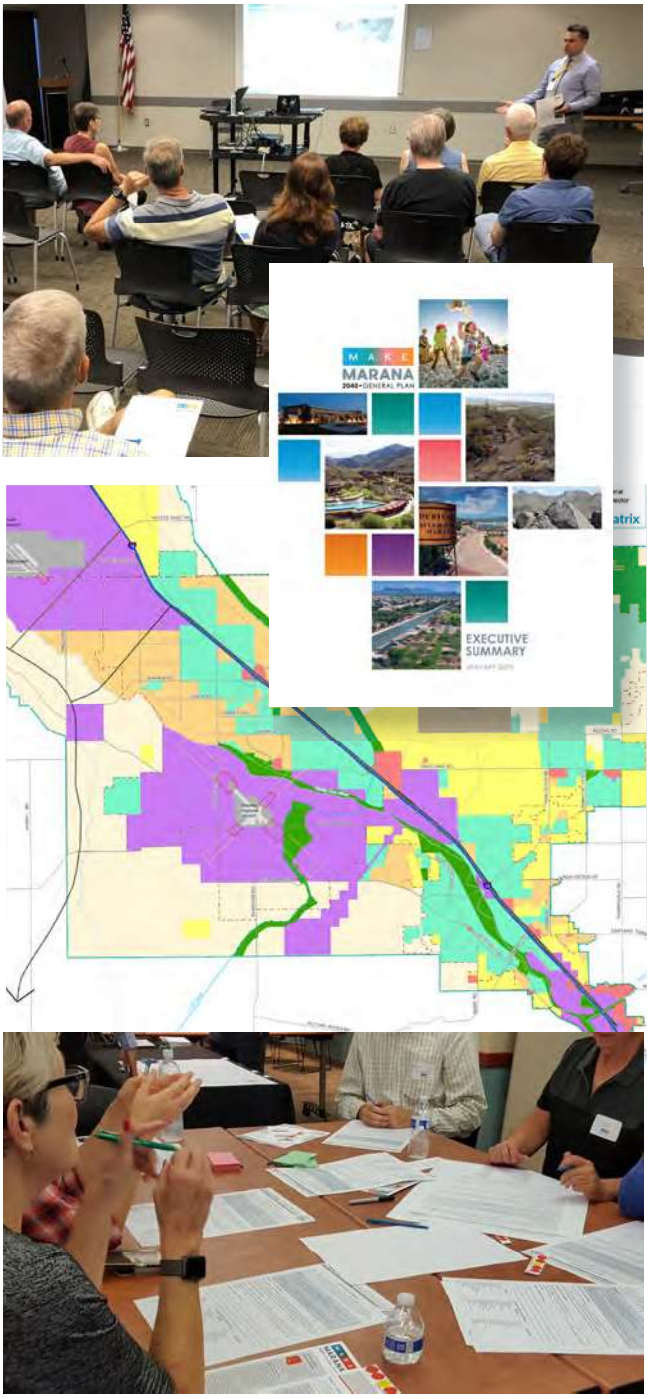
2018-2020

Matrix Design Group developed the Make Marana 2040 General Plan to address rapid population growth and development in Marana, Arizona, while protecting the community's rich natural resources, cultural heritage, and distinctive sense of place.

Our Team evaluated and assisted the Town with a future land use analysis that aligned new investment with current values and goals. We developed a map displaying residential, commercial, and retail land uses, parks, and open space to aid with holistic planning for development projects, both current and in the future. The plan further emphasized opportunities for developing a core downtown area with local businesses and public gathering spaces as the center of socioeconomic engagement; expanding cultural events and recreational opportunities; and developing and protecting treasured archaeological sites as managed heritage tourism destinations that emphasize connections between Marana's past and present lifeways.

Public engagement was a critical component of plan development and included a number of public workshops, open houses, surveys, and other community events that were held throughout the life of the project. Community members, the Town Planning Commission and Town Council, General Plan Advisory Committee, Marana Citizen's Forum, other focus groups, and the general public were actively involved in the project, identifying key community assets and development goals.

Make Marana 2040 ultimately provides the community with a graphically oriented Map Atlas that details the history, assets, and vision for the community, as well as the general plan itself that addressed a range of elements and positions Marana for strategic growth and a vibrant future.



Matrix | Gateway Activity Center



ILLINOIS

GLENVIEW COMPREHENSIVE PLAN

2015-2016

The Village of Glenview is a built-out community located in the north shore of the Chicago Metro area. The community was experiencing redevelopment pressure in various sectors including the office and senior living markets. Matrix was chosen over several other national firms based on our experience developing realistic specific area plans and leading complex outreach processes. Our expertise covered all facets of plan update including, land use and downtown planning, economic development; open space, trails, bike/ped planning, transportation and economic development. As part of the process, Matrix utilized several outreach techniques, such as a marketing video, workshops, charrettes, surveys, values planning and scenario planning. To address the redevelopment pressure, Matrix identified and created specific area plans for 13 subareas and developed goals, policies and strategies to guide future development and redevelopment. Today Glenview is looking forward to meeting the needs of a more culturally diverse population and diversifying their economy to establish a sustainable tax base.

Espiritu Loci Similar Plans Experience

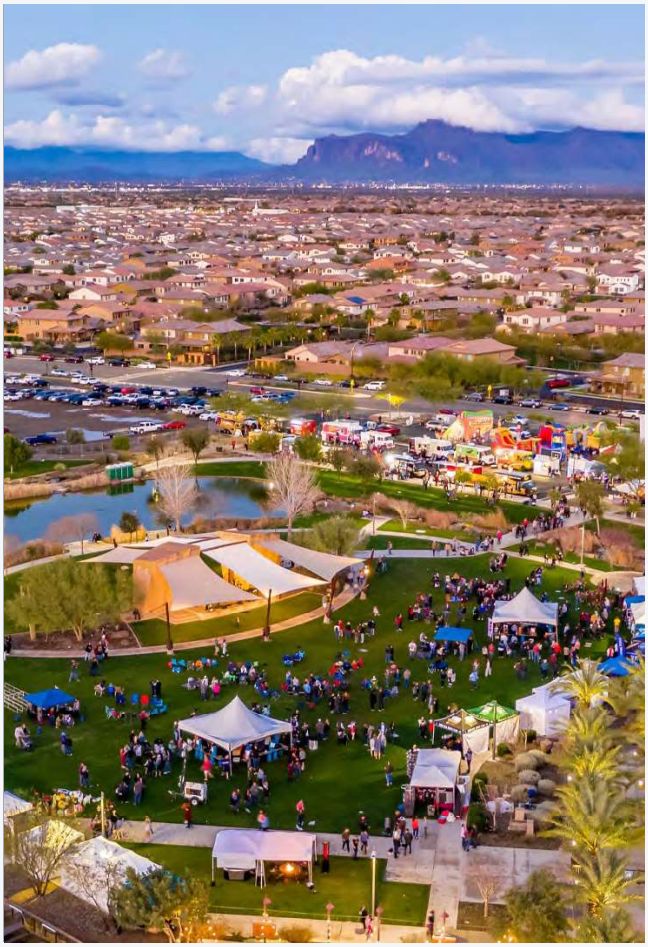


ARIZONA

VERRADO

1998-Ongoing

Inspired by a vision of the future and rooted in timeless principles of town building, Verrado is a modern community that captures the spirit of a classic American small town. At the center of the community lies the pedestrian friendly Main Street, perfect for strolling and shopping. Beautiful tree lines streets and sidewalks connect intimate neighborhoods, a wealth of parks and recreational opportunities and abundant educational options, there are plenty of ways to have fun. Verrado is located just five miles west of Luke Air Force Base and does not constrain the base's mission. ELI served as the Master Planner and Site Planner and provided entitlements.



ARIZONA

EASTMARK

2007-2016

Arizona's first form-based code (FBC) master planned community. Eastmark is an industry pioneer and market leader as the #1 best-selling community for five consecutive years. Located in the heart of Mesa and nearby the growing Phoenix-Mesa Gateway Airport, special consideration for the future growth of the region shaped the entitlement process resulting in a flexible framework that works both for today and for the vibrant urban center the community will become. ELI served as the Master Planner and Site Planner and provided entitlements.

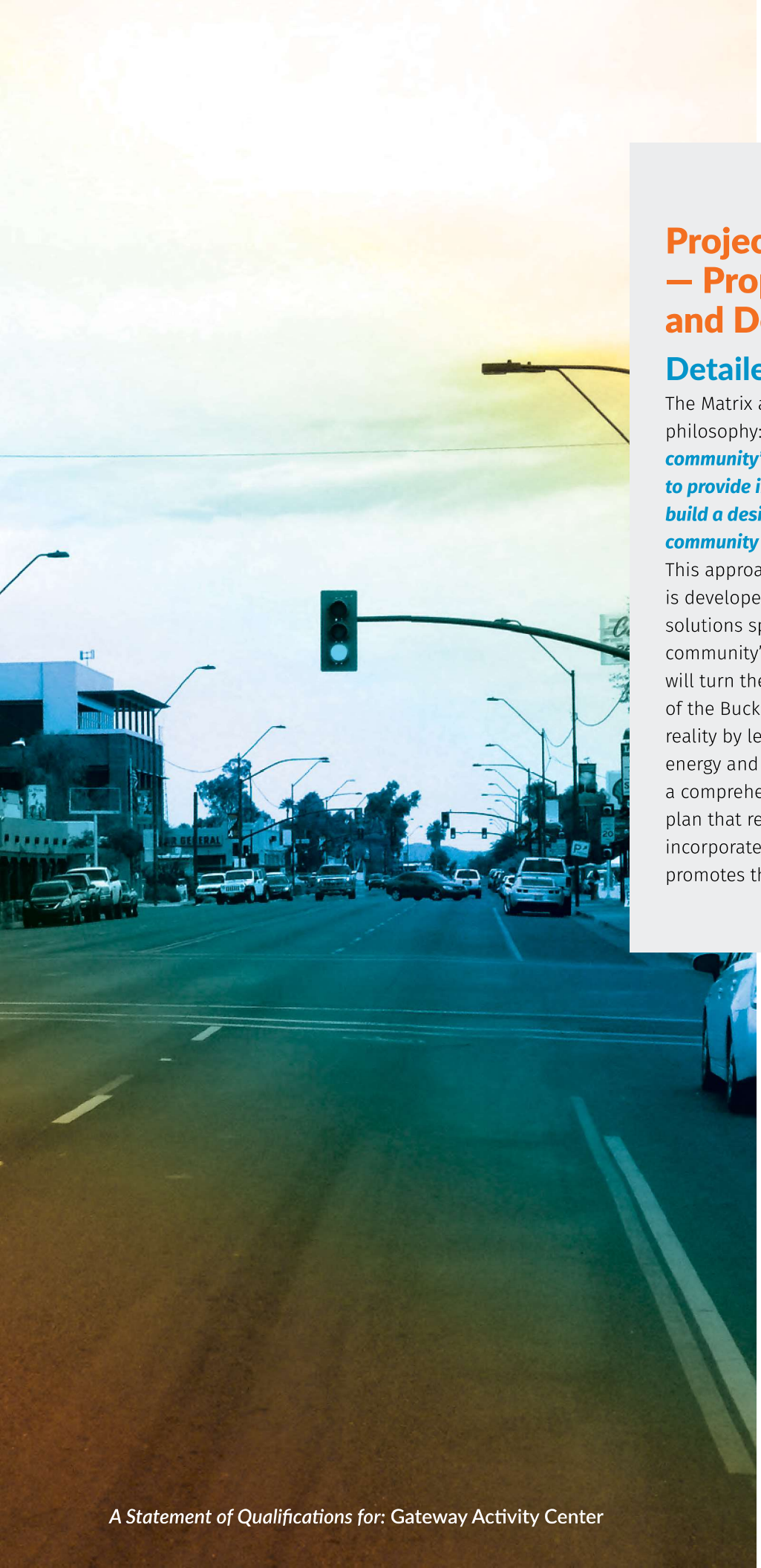
- City recommended using FBC
- Partnership meetings with every department: fire, sanitation, parks, planning and engineering
- Shared Goal – to create walkable, urban and transformable neighborhoods
- The 96-acre public Great Park runs through the community and connects education, commercial and civic life together
- Attracted world's leading-edge companies such as Apple

4

Project Implementation - Proposal, Timeline, and Deliverables



Matrix



Project Implementation — Proposal, Timeline, and Deliverables

Detailed Proposal

The Matrix approach is grounded in this simple philosophy: ***listen to the client's and the community's needs and engage the community to provide integrated solutions to design and build a desirable, livable, healthy, and resilient community in which to live, work, and play.*** This approach results in a usable plan that is developed with creative and innovative solutions specifically tailored to each community's unique identity and situation. We will turn the City's and the residents' vision of the Buckeye Gateway Activity Center into reality by leveraging the ongoing development energy and community aspirations to develop a comprehensive land use and urban design plan that results in memorable built and incorporated natural environments and promotes the desired economic growth.

SCOPE OF WORK

Scope of Work

The following scope of work is conceptual and outlines a public engagement and plan development approach that fosters close communication and collaboration between Matrix and the City project team, broad and continuous community inclusiveness and awareness, and regular touch points with appointed and elected bodies for the entire project and well before the adoption process. This schedule is conceptual and expected to be refined during the Project Team Kick-off Meeting.

Task 1 Project Initiation & Engagement Campaign

Subtask 1.1 Project Team Kick-Off

Matrix and the City will meet in-person to define the project management plan/approach, discuss the preferred methods of collaboration and coordination, refine the project schedule, and define roles and project expectations. As part of this meeting, the teams will discuss project branding, potential stakeholders and focus groups, steering committee members, and the public & stakeholder engagement plan. Additionally, Matrix will provide a list of information, plans, and other data that has been acquired and the additional data that Matrix has identified as needed for the project.

Subtask 1.2 Engagement Campaign

The Engagement Campaign will be outlined during Subtask 1.1. The plan will define the ***project branding*** and ***awareness strategies,*** the key messaging, the steering committee details, internal and external stakeholders, public meeting frequency and formats, and the project website details. The details, design, and timing of ***social media outreach graphics, online questionnaires, eBlasts, and IDPlaces mapping exercises*** will be be included in the plan along with the design details for deliverables such as document/report structure, fonts, colors, and other elements. All aspects of the plan from identified participants, committee members, and stakeholders, to methods and frequency of engagement will be collaboratively determined by Matrix and the City.

The goal of the Engagement Campaign is to define the most effective engagement formats, venues, and activities customized to the unique needs of the Buckeye Gateway Activity Center stakeholders and to provide for broad general project awareness, excitement, and community ownership of the Area Plan.

Subtask 1.2.1 Project Website

The website will be used for regular project updates and as a central hub for round-the-clock public feedback, comments, and virtual engagement. It will also be a repository for public access to all developed materials, reports, brochures, and the draft and final plan documents.

Subtask 1.2.2 Informational Materials

Up to two informational materials, brochures, or fact sheets will be developed for the project. Matrix will work with the City to identify materials schedules and content to inform and educate the public and stakeholders and generate support. Each informational material will be graphically rich, up to four pages long, provided in PDF format, and suitable for publication.

Subtask 1.3 Data Collection

Due to Matrix's recent and ongoing projects with the City, we already have much of the base data necessary to begin the assessment of existing conditions for the project. As part of our due diligence, Matrix will collect any publicly available existing relevant studies, plans, policies, regulations, and other related information. We will review all provided and acquired plans, data, and information, including GIS data, to identify issues, opportunities, and constraints. We will work with the City staff to define opportunities for shared analysis responsibilities and to obtain any potential un-acquired data using Requests for Information (RFIs).

Subtask 1.4 Project Update Meetings

Matrix will conduct standing monthly virtual calls with the City's project management team and communicate via email, conference, or virtual calls as may be needed throughout the project. Matrix will conduct these meetings in person where they align with in-person public engagement and other in-person project tasks. Matrix will produce monthly status reports and provide them with the invoices for the previous month's work.

TASK 1 DELIVERABLES

- Project Team Kick-Off Meeting (in-person)
- Monthly Project Update Meetings (up to 11, virtual)
- Engagement Campaign (electronic)
- Project Website
- Informational Materials (up to two, electronic)
- Project Branding, Presentations, and Meeting Materials (electronic and printed)

Task 2 Engagement & Facilitation

Subtask 2.1 Steering Committee Kick-Off

Following the Project team kick-off meeting, Matrix will prepare materials and activities for and attend the steering committee kick-off meeting. The steering committee is recommended to include stakeholders or community members representing interests in economic development, housing, urban design, infrastructure, and transportation and transit. The steering committee kick-off is an opportunity to define and understand committee responsibility, project goals and expectations, and area strengths and opportunities.

Subtask 2.2 Council and Commission Visioning Workshops

Matrix will prepare materials and activities for and attend a Planning and Zoning Commission Visioning Workshop and a City Council Visioning Workshop. The visioning workshops are an interactive opportunity to introduce and discuss the project approach and define the project vision, goals, and expectations.

Subtask 2.3 Stakeholder Partner Interviews

Matrix will host up to eight (8) interviews with stakeholder partners: property owners, developers, elected or appointed officials, business leaders and organizations, West-MEC, state and county agencies (McDOT, FCDMC, ADOT, ASLD), and other identified stakeholders. The interviews will provide "insider knowledge" of the perception, opportunities, challenges, and vision for the study area.

Subtask 2.4 Developer Design Charrette

Matrix will work with the City to identify and attend one Development Partner Stakeholder Meeting. At this meeting, Matrix and the City will introduce the project and request volunteers from the development community to participate in a Developer Design Charrette. The design charrette will involve interactive design activities and ask those who may implement the Area Plan to bring their perspectives, implementation know-how, and market understanding to the table. This exercise is a critical component to developing a plan that is visionary and implementable.

Subtask 2.5 Stakeholder Partner Touchpoints

Throughout the project, Matrix will engage with those stakeholders identified as critical to the plan's success. This could include among other stakeholders, West-MEC, LAFB, and Arizona State Land Department, and developers/economic sector representatives. These touchpoints will be focused discussions and design exercises to align project land uses, design, approach, and implementation with stakeholder goals, maximize the area's economic success, and resolve outstanding stakeholder concerns. Matrix will work with the City to determine the stakeholders and touchpoint schedule. Up to nine (9) touchpoints are anticipated. Early,

frequent, and transparent engagement is necessary for project success.

Subtask 2.6 Steering Committee Meetings

In addition to the kick-off in Task 2.1, the steering committee will meet up to two (2) additional times during the project. One meeting will be an interactive discussion to review the engagement feedback and to develop and review the plan framework and draft plan elements such as maps, goals, actions, and recommendations. The last steering committee meeting will include an update on newly received public comments, the economic absorption analysis, and be an opportunity for the committee to provide detailed and critical comments on the initial draft of the plan so the public draft can be developed.

Subtask 2.7 Council and Commission Update Workshops

In addition to the visioning workshops in Task 2.2, Matrix will prepare materials and activities for and attend on Planning and Zoning Commission Update Workshop and one City Council Update Workshop to present a summary of engagement results and the initial draft plan including visualizations, and draft goals, policies, and actions and receive important feedback prior to development of the public draft. Matrix and the City will work closely to determine the exact timing and content of the update workshops.

Subtask 2.8 Public Meetings

Matrix proposes to meet with the public up to two (2) times during the project. The initial meeting will be designed as a design and vision charette with the public. It will familiarize the participants with the project's purpose, goals, and the Buckeye Gateway Activity Center's existing conditions. It will include several design exercises to facilitate discussion, education, and discovery. The project website will be updated with information and exercises to continue engagement with those who could not attend the in-person public meeting.

TASK 2 DELIVERABLES

- Steering Committee Meetings (up to three, virtual)
- Planning and Zoning Commission Workshops (up to two, in-person)
- City Council Workshops (up to two, in-person)
- Stakeholder Partner Interviews (up to eight, virtual)
- Development Partner Stakeholder Meeting (in-person)
- Developer Design Charrette (in-person)
- Stakeholder Partner Touchpoints (up to nine, virtual)
- Public Meetings (up to two, in-person)

Task 3 Plan Development

Subtask 3.1 Preparation of Plan Framework

Matrix will evaluate and assess all information and comments gathered to develop a conceptual, broad guiding framework for the area plan. This will include a draft vision, and guidance for the goals, policies, implementation, and land use and urban design plans. Area Plans are an implementation of the General Plan and are considered "Specific Plans" by statute. A.R.S. § 9-461.08 allows specific plans to be regulatory in nature and Matrix will collaborate with the City to determine the regulations that should be part of the plan to promote the vision of the Buckeye Gateway Activity Center. The framework will be validated with community input and the technical market and land use data provided by stakeholders.

Subtask 3.2 Working Draft Land Use & Urban Design Plans

The Matrix team will develop a draft land use and urban design plan that includes descriptive land use designations, streetscape concepts and street classification, architectural concepts, phasing, and conceptual regulations and standards to promote mixed-use, transit-oriented development (TOD), and unique and functional streets within the Buckeye Gateway Activity Center. The land use approach will identify functional and character sub-areas and land use transition areas. The urban design

approach will create a nexus between public streets and private property throughout the plan area and themed gateways and connection opportunities at principal entry points to the Buckeye Gateway Activity Center. Several coordination touchpoints with the City and identified stakeholders will occur to complete this task and culminate with review and comment at a Steering Committee Meeting and a Council and Commission Joint Workshop.

Subtask 3.3 Working Draft Infrastructure & Drainage Plans

In coordination with the draft land use and urban design plan, draft infrastructure and drainage plans will be developed. These plans are integral to the success of the Area Plan. The drafts will include water and sewer utility concepts and stormwater/floodway management solutions that may integrate naturalized washes with recreation amenities into the urban design. Matrix will develop recommendations to align infrastructure phasing and investments with economic development efforts and position As with Subtask 3.2, several coordination touchpoints with the City and identified stakeholders will occur to complete this task as well as review by Council, Commission, and the Steering Committee.

Subtask 3.4 Initial Draft Area Plan

Matrix will compile all produced working drafts and frameworks into an Initial Draft Area Plan. The plan will be provided to the City staff for review and comment. Matrix will produce an errata sheet to log the review of all comments and indicate how they were addressed. Following this review and revision of the initial draft, the Initial Draft Area Plan will be provided on the project website for public review and comment and presented to the steering committee for review. Matrix will also present the initial draft at a Council & Commission Joint Workshop and engage with identified stakeholders to present and review the Initial Draft Area Plan.

Subtask 3.5 Economic Absorption Analysis & P3 Tools

ABLE Operations will forecast annual absorption rates by land use identified for the Buckeye Gateway Activity Center. Pending the final development mix of land uses, ABLE researchers will utilize employment and gross production forecasts over a 10-year period to estimate the new demand for all commercial or light industrial uses. With respect to institutional, residential, retail, entertainment, and/or food & beverage uses ABLE will utilize demographic projections and a retail/entertainment gap analysis to provide net-new demand projections. ABLE will begin the analysis using labor and demographic projections provided by the Arizona Commerce Authority for the Buckeye region. Those data will then be supplemented with taxable retail sales data from the Arizona Department of Revenue and cross-checked with ESRI and DemographicsNow data to provide a holistic picture of demand for each land use envisioned for the Buckeye Gateway Activity Center. ABLE will then incorporate the region's current and planned (current pipeline of similar uses and current construction and/or permits) supply of each land use to determine the net new demand and annual absorption rate for each land use.

ABLE will also work with City staff and project stakeholders to identify P3 partnering opportunities and case studies to assist in bringing the development to market sooner than might otherwise be the case. Rather than waiting to allow the region's natural growth rates to create sufficient demand for development to break ground, engaging local commercial partners to assist with financing, planning, marketing, or other development components will also be provided.

ABLE will produce a draft analysis for City review concurrent with the Initial Draft Area Plan. After review, ABLE will evaluate and address all comments and provide the Final Economic Absorption Analysis with the Public Review Draft Area Plan in Subtask 4.1.

SCOPE OF WORK

TASK 3 DELIVERABLES

- Comment Trackers (electronic)
- Plan Framework (electronic)
- Working Draft Land Use & Urban Design Plans (electronic)
- Working Draft Infrastructure & Drainage Plans (electronic)
- Initial Draft Area Plan (electronic)
- Draft and Final Economic Absorption Analysis & Possible P3 Tools (electronic)

Task 4 Final Plan & Public Hearings

Subtask 4.1 Public Review Draft

Matrix will evaluate and assess all information and comments gathered from Subtask 3.4 and the economic analysis in Subtask 3.5 and develop a Public Review Draft Area Plan. The public review draft will be presented to the community at an open house, posted on the project website, and reviewed by the City. All comments and feedback gathered will be evaluated and addressed as appropriate to produce the Adoption Draft.

Subtask 4.2 Adoption Draft

Comments received on the Public Review Draft will develop the Adoption Draft. The Adoption Draft is considered the Final Draft of the Area Plan and will be presented to the Planning and Zoning Commission and City Council for consideration at public hearings.

Subtask 4.3 Public Hearings

Matrix will attend and support one Planning and Zoning Commission Hearing and one City Council hearing for review, recommendation, and final action on the Buckeye Gateway Activity Center Area Plan. Matrix will provide assistance to City staff, be available to answer questions and produce informational materials, handouts, and a presentation as directed.

Subtask 4.4 Final Adopted Plan

Following the successful adoption of the Area Plan Matrix will address any, minor edits, scrivener errors, and conditions of approvals and provide all final documents and deliverables to the City in electronic format.

TASK 4 DELIVERABLES

- Comment Trackers (electronic)
- Public Review Draft (electronic)
- Planning and Zoning Commission Public Hearing (one, in-person)
- City Council Public Hearing (one, in-person)
- Final Adopted Plan and Final Deliverables (electronic)

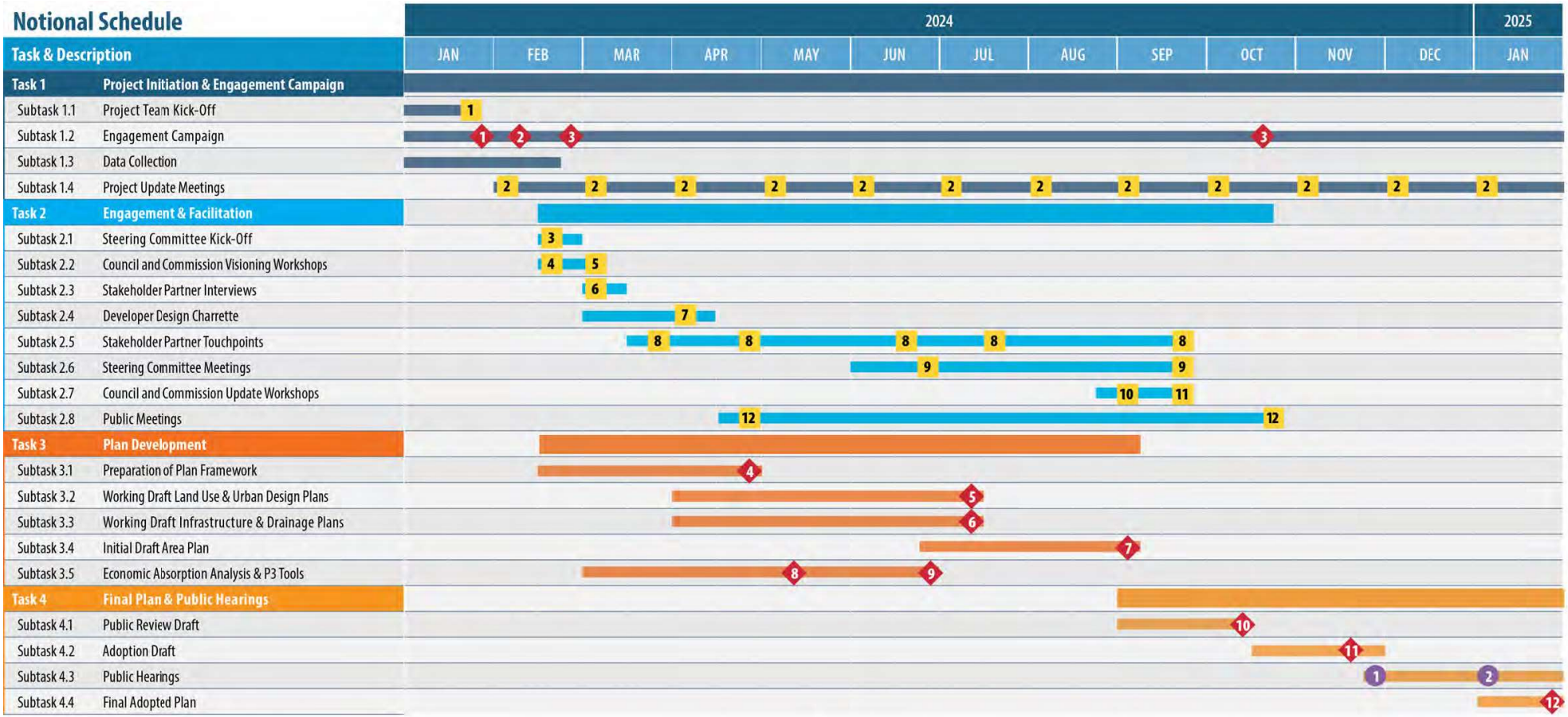
SCOPE OF WORK

Project Timeline

On the following page is a proposed schedule that summarizes the anticipated timeline for each phase of the Area Plan, including tasks and deliverables. Matrix will work with the City during the kick-off meeting to develop a detailed project schedule that considers preparation time, document review periods, and timing of scheduled meetings for the stakeholders. We are flexible with regard to changing environments and project needs.

Matrix | Gateway Activity Center

Notional Schedule



Legend

- Meeting
- Hearing
- Deliverable

Meetings & Hearings

1. Project Team Kick-off Meeting
2. Project Update Meetings (11)
3. Steering Committee Kick-off Meeting
4. City Council Visioning Workshop
5. Planning and Zoning Commission Visioning Workshop
6. Stakeholder Partner Interviews (8)
7. Developer Design Charrette
8. Stakeholder Partner Touchpoints (9)
9. Steering Committee Meetings (2)
10. City Council Update Workshop
11. Planning and Zoning Commission Update Workshop
12. Public Meetings (2)

1. Planning and Zoning Commission Hearing
2. City Council Hearing

Deliverables

1. Engagement Campaign
2. Project Website Launch
3. Informational Materials
4. Plan Framework
5. Working Draft Land Use & Urban Design Plan
6. Working Draft Infrastructure & Drainage Plans
7. Initial Draft Area Plan
8. Draft Economic Absorption Analysis
9. Final Economic Absorption Analysis
10. Public Review Draft Area Plan
11. Adoption Draft Area Plan
12. Final Adopted Plan Deliverables

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Experience of Key Personnel

5



Matrix

Experience of Key Personnel Assigned to Project

What Sets the Matrix Team Apart?

Our Team comprises professional planners, housing, transportation and economic development experts, urban designers, and other specialists with the experience and expertise needed to address the challenges and opportunities unique to the Buckeye Gateway Activity Center and to deliver an area plan that positions the area for vibrancy, growth, and partnership. Ultimately, we bring extensive technical expertise and insight, collaborative expertise and methods, conflict resolution and consensus-building skills, as well as local knowledge, established relationships, and past planning successes in Buckeye.

- We are expert community and transportation planners, housing specialists, civil engineers, and economic development specialists. We bring industry leaders in land use, urban design, and geospatial analyses, recreation, active transportation, and placemaking.
- We are adept at capitalizing on existing community assets for compatible and supportive infill that increases economic diversity and vitality.
- We are active transportation specialists with proven approaches to developing multimodal mobility and connectivity that fosters community integration, access, safety, and economic development.
- We are skilled engineers and urban designers who work in tandem to provide safe and attractive flood management solutions and other essential infrastructure that are valuable economic catalysts and community and recreational assets.

In addition to our trust-building approach and public engagement and technical skills, our Team is uniquely qualified to develop the Buckeye Gateway Area Plan for the following reasons:

We Know Buckeye!

We have previously partnered with the City of Buckeye for the Imagine Buckeye 2040 General Plan Update and other projects and understand the importance of the Buckeye Gateway Activity Center planning efforts.

We have Decades of Experience in Area Planning.

We offer a qualified, credentialed, and diverse team of professionals committed to your success.

We are trusted consensus building experts.

We know how to get to "yes" and have established and trusted relationships with Luke Air Force Base, Arizona State Land Department, Buckeye leadership, and many other stakeholders in the plan area.

We are Flexible, Responsive, and Client-Focused.

We are adept at quickly responding to client needs and modifying approaches to secure the best outcomes. We build in flexibility to ensure satisfaction.

We are well qualified to assist Buckeye with developing an implementable, community-supported area plan that will capture the vision, sense of place, and economic aspirations of Buckeye, enrich the quality of life for Buckeye residents, and position the Buckeye Gateway Activity Center to be a destination for diverse living, entertainment, tourism, and economic opportunities.

Streetscape and Urban Design



Vibrant streetscapes and dynamic urban design enhance the planning area and serve as a catalyst for future investment. An astute understanding of private ownership, investment interests, and business enterprise must be coupled with provisions for public use, accessibility, and infrastructure frameworks. Matrix negotiates these intricate and overlapping interests to produce award-winning and viable streetscape and urban design projects.

Creating a mixed-use area plan is a multi-faceted endeavor. It requires a keen appreciation and understanding of private ownership, business and economics, zoning, parking accessibility, infrastructure, and public safety. Having the willingness to listen and the experience to formulate a successful design plan based on the unique concerns of each ownership, stakeholder and public agency is often the difference between a successful project and one that is simply "consultant driven." Our team offers unmatched expertise in producing area plans through the multidisciplinary integration of planning, design, and engineering professions.



Plans That Get Things Done

Our plans are not just vision and goal exercises, they are tools for implementation. We work with our clients to develop plans with measurable and practical implementation actions, so vision becomes reality. We identify timelines, priorities, responsibilities, financial and resource considerations, and dependent and related tasks so that incremental completion of one task facilitates the completion of another.

Complete Public Engagement

Matrix team members are experts in engagement and have extensive experience with both traditional and virtual public engagement techniques ensuring all members of a community hear about and can engage in projects in ways most accessible to them — whether from historically underserved and underrepresented groups, youth or elder communities, or busy families, property owners, county, state, and federal agencies, developers, or entrepreneurs. We design public engagement plans that prioritize accessibility, inclusivity, and transparency to deliver inclusive, community-driven, equitable outcomes.



THE TEAM

Our team includes nationally renowned specialists who work together frequently and seamlessly as extensions of municipal staff to create distinctive and lasting area plans that position communities for a vibrant future. ***Project Director Celeste Werner, FAICP and Project Manager Edward Boik, AICP, led the voter ratified Imagine Buckeye 2040 General Plan and will lead the Buckeye Gateway Activity Center Area Plan effort.*** Their existing relationships and familiarity with City of Buckeye staff, appointed and elected officials, the Buckeye community, and agency stakeholders — including Luke Air Force Base, West-MEC, and Arizona State Land Department — provide public engagement and project management advantages. While our team provides the full range of expertise and qualifications required in the RFQ, including comprehensive technical regulatory expertise, exceptional management skills, local knowledge, and rapport with a proven understanding of City protocols, our size still affords us the flexibility and responsiveness that ensures all technical and management needs are met efficiently and effectively.

The core members and structure of the Matrix team are presented in the organizational chart, followed by biographies highlighting member experience and expertise.

ABOUT MATRIX

Year of Incorporation
1999

State of Incorporation
CO

Total Employees
200+

Total Offices
11

Total Clients
500+

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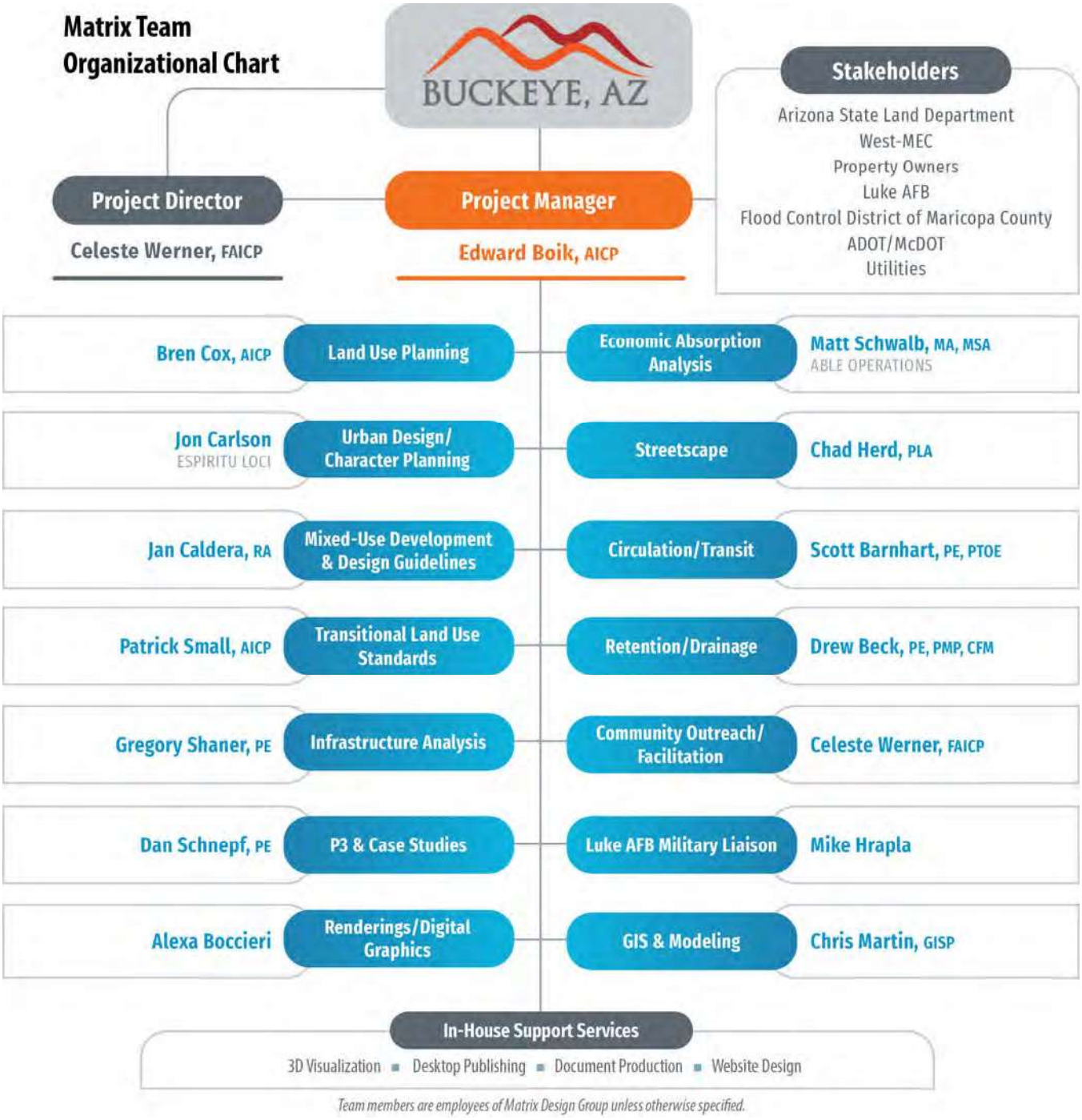

Team Biographies

Matrix has assembled a talented, interdisciplinary team consisting of staff members with the expertise and experience needed to develop an outstanding area plan for the City of Buckeye. The Matrix team's integrated services will greatly complement the City's planning needs. Our team comprises three tiers: our project management staff, our technical leads, and our in-house support services.

Celeste Werner, FAICP, will serve as the Project Director and Ed Boik, AICP, will be the Project Manager. The Matrix team further provides accomplished technical leads for each task. Detailed resumes that include area of expertise, office location, years of experience, similar projects and project role, brief scope, and date of services are provided following the biographies.



CELESTE WERNER, FAICP

PROJECT DIRECTOR, COMMUNITY OUTREACH/FACILITATION TASK LEAD

Why Celeste? Celeste isn't just any planner, she is the embodiment of passion, trust, and vision and a beacon of knowledge when it comes to the City of Buckeye. Her hands have molded projects, her voice has facilitated critical conversations, and her insights have steered the city toward promising futures. But more than her technical prowess, it's the trust she's cultivated with Buckeye's elected and appointed officials, staff, and vital stakeholders that sets her apart. When Celeste walks into a room, there's a collective acknowledgment that the city's interests are in capable hands. And when it comes to military compatibility, Celeste stands unmatched. As a proud Luke Air Force Base Honorary Commander, she carries a specialized acumen in defense community-compatible land use planning. Celeste navigates the delicate balance between community interests and defense necessities with an ease that only experience and passion can bring. But perhaps the crown jewel in Celeste's extensive portfolio is her unparalleled talent in public and stakeholder engagement. She believes that the heart of successful planning doesn't just lie in maps and blueprints; it's in the art of bringing people together. Her focus on collaboration and consensus-building ensures that everyone from stakeholders, residents, landowners, agencies, to the military finds a voice and a vision in the plans she oversees.

Having served as the Executive Vice President, her vast 35-year career isn't just confined to Buckeye. She has left her indelible mark in various community planning and public engagement projects all across Arizona and the nation. And now, she's ready to bring this wealth of experience to the Buckeye Gateway Activity Center Specific Area Plan, not just as a consultant but as the hands-on Project Director and the leader for Community Outreach and Facilitation. Celeste's expertise extends to revitalization, redevelopment, crafting land use policies, zoning, and diving deep into comprehensive and general planning. And that's not all. Her unique expertise in holistic area planning ensures that the project's vision is always aligned with the larger picture.



EDWARD BOIK, AICP

PROJECT MANAGER

Why Ed? Ed is a professional planner with 22 years of city planning experience in urban and suburban communities, as well as in the private sector. He brings eight years of intimate working experience with the City of Buckeye. Ed has a thorough working knowledge or City processes, established relationships with City leadership, staff, and community stakeholders. He understands how to integrate across city departments and utilize the City' staff's talent from public information office to engineering, to economic development to parks, to planning. He has worked on a wide range of planning projects, including the Imagine Buckeye 2040 General Plan Update, the collaborative ASU (Arizona State University) Downtown Buckeye Plan, and the Buckeye Airport Plan. His past projects include general and comprehensive plans, area plans, redevelopment plans, historic preservation plans, master-planned communities, land entitlement and development, development codes, and design regulations.

Ed has worked in a variety of diverse communities enabling him to hone his skills in collaboration, consensus building, and communication. His skills include public and stakeholder outreach, conducting workshops and developing practical and effective localized solutions. His effective communication skills allow him to establish productive working relationships and clearly interact with all audiences from elected officials to staff, to outside agencies, community leaders, and the public. Through this, Ed develops implementable policies, plans, and codes to meet community planning and development goals.



BREN COX, AICP

LAND USE PLANNING TASK LEAD

Why Bren? Bren has 14 years of experience as a community planner, working on area plans, master plans, general/comprehensive plans, downtown redevelopment plans, zoning ordinances, implementation efforts, and community compatibility studies in more than 20 states, including several projects in Texas. He has been an integral team member in completing such projects at the federal, state, and local levels throughout the United States and its territories. Through this, Bren has gained experience and knowledge in areas such as land use guidelines; assessing and creating safe and walkable communities through policies and implementation; enhancing transportation systems for circulation efficiency; managing growth, infrastructure, and public service needs, including parks, pedestrian infrastructure, water, sewer, health, and environmental resources; as well as how relevant recommendations can be implemented within a plan framework. He has worked in several communities in Texas, as well as nationwide, to develop guidance for outdoor lighting and the use of recommended lighting systems to direct lighting into appropriate areas for pedestrian and public safety, while also reducing light spillage and trespass that would generate excess light pollution and reduce dark skies initiatives. Bren is familiar with utilizing natural and environmental means to reduce crime prevention and create safer and more inviting communities.



JAN CALDERA, RA

MIXED-USE DEVELOPMENT & DESIGN GUIDELINES TASK LEAD

Why Jan? Jan has 40 years of experience planning, entitling, and implementing the development of mixed-use projects and master planned communities. Her experience includes land planning in cooperation with surrounding military facilities and managing military property reuse/redevelopment. Jan's enthusiastic work ethic and big picture understanding, with close attention to detail, give her the management skills and determination to ensure successful outcomes. She has extensive experience mentoring team members, including leading the planning, design, and construction of more than 35,000 acres of mixed-use master planned communities in Arizona. She possesses high-level skills in leading teams of engineers, construction managers, landscape architects, planners, architects, environmental consultants, attorneys, and management of all forms of government and consulting contracts, as well as federal and state grants.

PATRICK SMALL, AICP

TRANSITIONAL LAND USE STANDARDS TASK LEAD



Why Patrick? Patrick brings 22 years of professional experience including planning for county and local government in both the public and private sectors and serving as an expert witness in courts on land use cases. His land use experience on community plans, master plans, area plans, and sector plans has focused on providing solutions for land use compatibility that reduces staff interpretation so that land use code requirements provide predictability of future development in neighboring areas, minimize adverse effects that may result, and support fairness and consistency in decision-making.

His analysis of land use compatibility has considered relative intensity of various types of impacts (such as scale, emissions, traffic, population on site, hours of operation, visual impact) to help land use planners determine which types of land uses are allowed in each zoning district and in neighboring areas. His method is predicated on classifying land uses according to their type of use and impacts and designating which types of uses will be allowed in each zoning district and adjacent to other uses using a "compatibility matrix."

He has also worked with communities to develop transitional approaches to achieve land use compatibility based on a graduated scale of development intensity and using overlay districts. In all cases, he has incorporated extensive public consultation that is sensitive to respecting private property rights so that plans have received overwhelming community support at adoption.

CHAD HERD, PLA

STREETSCAPE TASK LEAD



Why Chad? Chad has 34 years of experience in landscape architecture, planning, and place-making. His ability to coordinate and collaborate with other professionals is evident in his portfolio of successful projects. During his career, Chad has developed a keen sense of understanding how people experience and interact with the urban environment as well as open spaces and the natural environment. Chad has successfully integrated open spaces within urban environments. His experience and understanding has made Chad a valuable design leader for a variety of project types from urban to natural.

His signature projects include the design of Staunton State Park for Colorado Parks and Wildlife; the Arkansas River Levee Master Plan for the City of Pueblo and Pueblo Conservancy District; a Site Management Master Plan for the South Shore at the Boulder Reservoir for the City of Boulder and The Commons – Park Blocks in the City of Medford, Oregon. These projects included a variety of park, urban, and natural area components including trails, plazas, event areas, amphitheaters, and playgrounds as well as stream restoration, stabilization, and vegetation enhancement.

Chad is also very adept at leading public engagement/stakeholder involvement at the local level, which has been a successful part of many of the projects that he has led.

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SCOTT BARNHART, PE, PTOE

CIRCULATION/TRANSIT TASK LEAD

Why Scott? Scott has 30 years of experience as a transportation engineer. He has successfully managed projects ranging from roadway designs and traffic analyses to interchange, corridor, and master plan studies. Scott has experience in planning equitable and effective transportation systems that support multiple transportation methods, enhance mobility for all residents, and meet future capacity requirements while preserving natural landscapes and character. Scott's experience working as a public agency employee gives him the perspective on how much public agencies need to accomplish with diminishing resources. This experience allows Scott to develop short-term and long-term solutions that are cost-effective and practical.

As the lead transportation planner, Scott developed the first transportation master plan for the City of Buckeye, which included bicycle, pedestrian, and transit facilities and their integration into the municipal roadway network.



GREGORY SHANER, PE

INFRASTRUCTURE ANALYSIS TASK LEAD

Why Gregory? Gregory has 28 years of experience in the civil engineering and development industry. His experience includes overseeing procurement, entitlement, design, and construction management for private and public projects. Gregory provides a solid broad-based platform for his clients that allows him to provide perspective and offer solutions that encompass all specialties within Matrix.

His technical experience includes program management and owners' representation, federal and state project development, project site assessment, urban planning, and infrastructure design.



DREW BECK, PE, PMP, CFM

RETENTION/DRAINAGE TASK LEAD

Why Drew? Drew has over 20 years of engineering experience with a wide range of engineering abilities including storm drainage modeling/hydraulic analysis, preparation of drainage reports and construction documents, stormwater management planning, and urban water quality modeling including best management practice and low impact development analysis. He also has experience on complex integrated projects requiring multidiscipline solutions on local and regional scales. Paramount in his analysis is understanding the integrated approach that is necessary to solve watershed scale drainage and water quality problems. Drew was the project manager for assembling and prioritizing a stormwater infrastructure program, and its vision for the Stormwater Utility Enterprise, for the City of Colorado Springs.

Drew is Board Chair of the Colorado Association of Stormwater and Floodplain Managers and is in constant contact with his colleagues on the latest in drainage, water quality, and floodplain news.

MIKE HRAPLA

LUKE AFB MILITARY LIASION



Why Mike? Mike is Senior Vice President and oversees Department of Defense (DoD) programs. His extensive background of the past 45 years includes managing and directing small to very large planning, engineering, design, construction, housing, and environmental operations and personnel worldwide. Mike brings unique understanding and perspective to this role from his 27 years of experience as an Air Force Base civil engineer, HQ Air Force programmer, and former Air Force Special Operations Command (AFSOC) command engineer. His past 20 years as a consultant have focused on compatibility programs and projects supporting installations and defense communities.

DAN SCHNEPF, PE

P3 & CASE STUDIES TASK LEAD



Why Dan? Dan is a founding principal of Matrix Design Group and Chairman of the Board. He is responsible for the overall direction of the firm while maintaining leadership, technical, and management roles in major asset redevelopment projects. Dan has an extensive civil engineering background in the design, implementation, and management of large, multidiscipline engineering projects for private, state, municipal, and federal agencies. Based on his civil engineering expertise, Dan is often utilized in a quality control/quality assurance and oversight role. He is also regularly called upon to speak as an expert in redevelopment to various civic and community organizations and is currently directing the planning and design of several projects nationwide.

CHRIS MARTIN, GISP

GIS & MODELING TASK LEAD



Why Chris? Chris has 21 years of professional experience in the GIS field and has been with Matrix 18 years. As a certified GIS Professional, he has provided support in both the public and private sectors on diverse projects including master planning and concept design, asset management, field data collection, floodplain modeling, financial analysis, capital planning, watershed management, GIS data improvement, custom application design, database development, and various water resource applications.

Chris has extensive experience harnessing GIS for various community and military compatibility planning projects. These projects have involved multiple stakeholders, requiring the aggregation and standardization of disparate GIS datasets. The GIS data were often reorganized into a database designed for improved data management, and a data inventory system was maintained to track the lineage and development of all GIS and tabular data throughout each project. Analyses have included land use compatibility assessments using factors such as wind and solar alternative energy potential mapping, noise zones, vertical obstructions potential, safety zones, zoning analysis, infrastructure extension potential, natural resource evaluations, and 3D spatial assessments. The resulting data were conveyed in easy-to-understand maps and tables.



ALEXA BOCCIERI

RENDERINGS/DIGITAL GRAPHICS TASK LEAD

Why Alexa? Since joining Matrix Design Group, Alexa has been involved in graphic design, web development, and document production for a wide variety of community and compatibility planning projects including the Imagine Buckeye 2040 General Plan Update. With years of experience as a freelance graphic designer and illustrator, Alexa has provided clients with unique branding and document design, bringing their core foundation and values into a visual form. She has the skills, experience, and lessons learned to see a product from conception to completion.



JON CARLSON *(ELI)*

ESPIRITU LOCI
The Spirit of the Place

URBAN DESIGN/CHARACTER PLANNING TASK LEAD

Why Jon? Jon is a seasoned professional with expertise in planning and placemaking. His diverse career spans from rural county projects to financially successful master planned communities and urban infill developments. His unwavering commitment lies in enhancing the built environment while diligently managing schedules, budgets, and staying attuned to end-user trends. This dedication ensures not just visionary aspirations but tangible financial success for development, resulting in a track record of exceptional neighborhoods and repeat clientele.

With over 25 years of experience, Jon has contributed his expertise to prominent projects such as DC Ranch/Silverleaf, Eastmark, and Verrado. His responsibilities encompass due diligence analysis, master planning, entitlements, site planning, strategic project guidance, consultant coordination, and building relationships with builders, homeowners, and community associations. His role extends to assisting and administering design guidelines and overseeing the design review process.



MATT SCHWALB, MA, MSA *(ABLE)*

ABLE OPERATIONS
ECONOMIC & WORKFORCE ANALYTICS

ECONOMIC ABSORPTION ANALYSIS TASK LEAD

Why Matt? Matt has over 10 years of professional experience including working on the Imagine Buckeye 2040 General Plan Update. He has experience with market analysis; economic and fiscal impact assessments; real estate pro forma development; focus group facilitation; and survey design, implementation, and analysis, including consideration of specific economic contexts, or goals and concerns with development, to make practical and viable recommendations.

Matt specializes in market analyses that examine the demand for a variety of commercial products, including food and beverage, retail, office, and multi-family developments. Matt utilizes both quantitative and qualitative approaches to forecasting commercial product demand and absorption by square footage/units and incorporates these estimates into financial models (pro forma) that estimate net-present values, return-on-investment, return-on-equity, break-even points, and return-on-capital for each investor in a given real estate development.

Personnel Resources

Matrix provides a tremendous bench strength to push resources toward critical tasks and deliver the project on time and on budget. Additionally, our team has the capacity to work onsite and the proficiency with virtual work environments to engage subject matter experts long-distance, as needed.



Redundant Project Management. Matrix's Project Director and Project Manager coordinate daily to share information and ensure that the Management Team always has consistent and accurate project information. This redundancy improves Matrix efficiency and ensures that the project stays on scope and on schedule. This also assures clients that any of the Management Team will be able to provide accurate updates and information.



Innovative Technology Resources. The use of collaborative tools provides a personnel multiplier for our team. Matrix is a leader in using new technologies to enhance projects and adapt to unforeseen circumstances. Our team is highly skilled with virtual online meeting platforms, including Zoom and Microsoft Teams, for client meetings, stakeholder interviews, and public meetings and workshops. We have adapted in-person materials for virtual use, including sign-in sheets, questionaries and polling, maps, and other interactive exercises to solicit feedback and comments.

Matrix has developed and employs a 3D Virtual Public Meeting portal, which is a public engagement tool that can be used to facilitate live and on-demand meetings and that is tailored to each client's specific needs. A short video depiction of this tool can be found here: https://youtu.be/V2wf1yJvZ6g



Deep Bench Strength. Our project management approach and our experienced Team of experts provide the flexibility and capabilities needed to adapt to and maintain the project schedule or address unique task needs that may arise during the project. We carefully manage our project workloads and backlog to ensure that our ability to adapt is maximized for all projects.

Requests

6



Matrix



Requests

The best plans are those that are developed with the expertise, insight, and passion of all team members, including the client. Through the project, we will actively partner with Buckeye to acquire data, understand City leadership's evolving vision, coordinate meetings, issue meeting notices, and position the plan for universal support and positive outcomes. We are flexible in collaboration and will be involved with the project tasks to the degree the City would like us to be. The following are project tasks where Matrix and Buckeye can share project responsibilities and improve the end-quality of the plan.

Data and Information

Matrix already has much of the information needed for this project. Early in the project we will identify and obtain all new or unaquired publicly available plans and data before we provide a formal request for information (RFI) to the City. Our request may include assistance to obtain additional policies, plans, and documents that lend insight into the planning process and opportunities for the area. We may request ad-hoc meetings with or guidance from City staff to better understand the vision of City leadership and important stakeholders.

Meeting Coordination

Matrix will request the City to assist in selecting meeting locations, times, and dates. We will also request the City to define or confirm the participants of any standing technical/steering committees, focus groups, or interviews. While Matrix will provide recommendations for participants, meeting locations, and meeting formats. We will collaborate with and rely on the City to reach out to those individuals who are best qualified to contribute to this process.

Meeting Notices

Matrix will produce graphics, social media posts, eblasts and other notices for the project. Matrix will request the assistance of the City to distribute all meeting notices and project updates. This includes any required public hearing posted, published, and mailed notices. Matrix will partner and send notice to all on project email update lists and keep the project website up to date with current notice information.

Positioning the Plan

Matrix has full in-house printing capabilities and will produce all posters, handouts, and materials needed for the project; however, we may request the City to print project materials in rare circumstances.

Matrix, in coordination with the City, will develop a robust Engagement Campaign. We will lead engagement with stakeholders and the public identified in this campaign. We may recommend the City to expand the awareness and support of the plan by jointly or independently engaging occasionally with community groups, HOAs, and business groups that are interested in the project.

We will request the City to include this project periodically on the agenda for the Developer Stakeholder Meetings. Matrix will present updates on the project and seek development community volunteers to assist with plan development.

Appendix: Required Forms



Matrix

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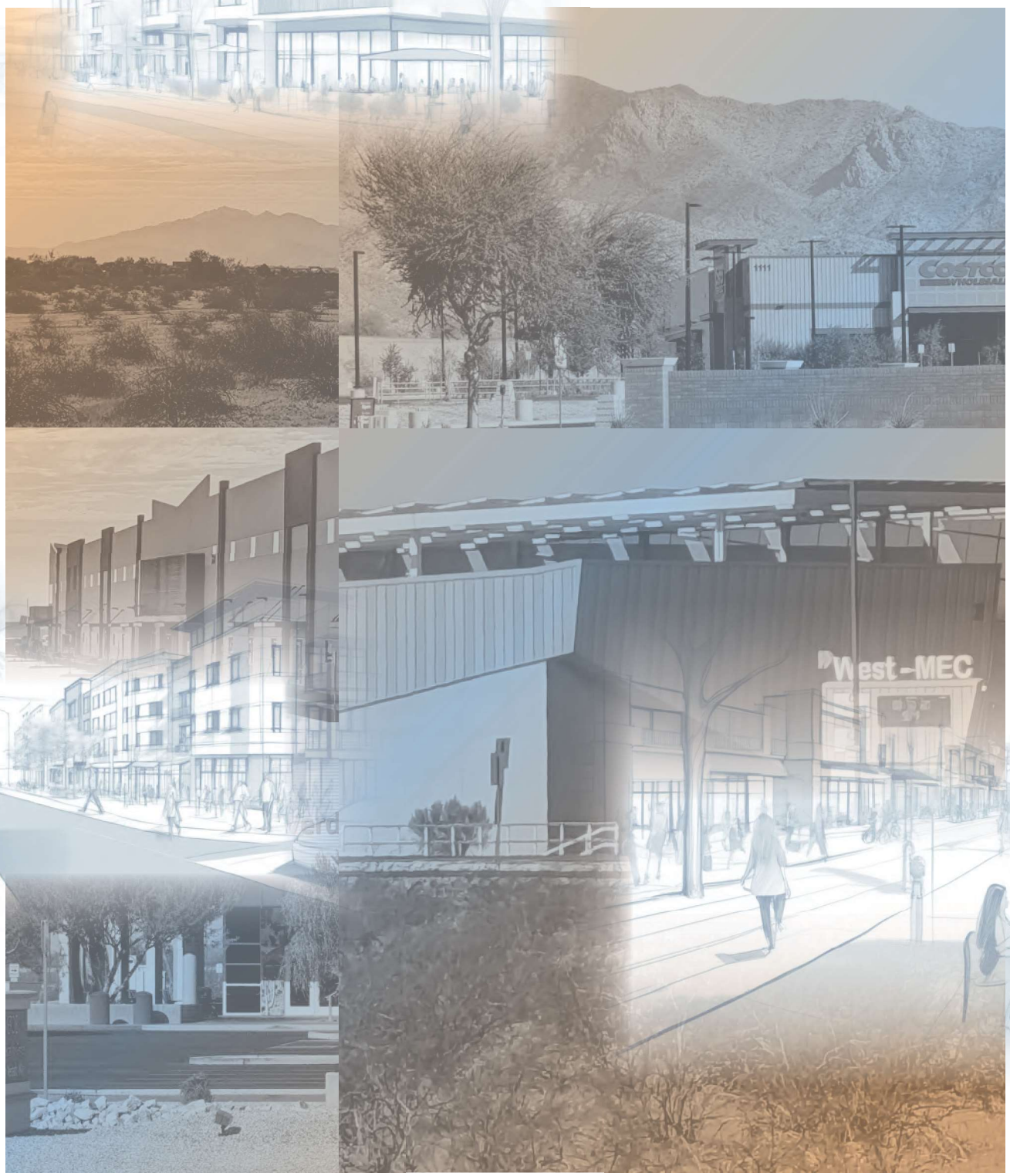
Matrix



Matrix











Anniston, AL
Atlanta, GA
Colorado Springs, CO
Denver, CO
Lone Tree, CO
Niceville, FL
Phoenix, AZ
San Antonio, TX
Tamuning, GU
Texarkana, TX
Washington, DC

Buckeye Gateway Area Plan
Proposed Fee

	Project Director	Project Manager	Task Leads	Senior Professional	Professional	Economist	Urban Design	GIS Analyst	Graphic Designers	Editing / Analyst	Total Labor Hours	Total Labor Costs	Total ODC Printing	Total Travel Costs	Total Reimbursable Cost
Technical Work															
Task 1 Project Initiation and Management															
Subtask 1.1 Project Team Kick-off	1	4			4						9	$1,555	$0	$0	$0
Subtask 1.2 Engagement Campaign	1	4		8	26			20	30	1	90	$11,855	$0	$0	$0
Subtask 1.3 Data Collection		4	2		6			1			13	$2,020	$0	$0	$0
Subtask 1.4 Project Update Meetings	12	20			20	1	3				56	$10,575	$0	$0	$0
Task 2 Engagement and Facilitation															
Subtask 2.1 Steering Committee Kick-off	2	6		6	20		3	12	2	2	53	$7,980	$0	$0	$0
Subtask 2.2 Council & Commission Kick-Off Workshops	2	8	2	3	16	1	5	3	4	1	45	$7,265	$0	$0	$0
Subtask 2.3 Stakeholder Partner Interviews	8	10	2	4	24	4					52	$8,600	$0	$0	$0
Subtask 2.4 Developer Design Charrette	4	8	4	8	26		16	20	8		94	$15,530	$0	$0	$0
Subtask 2.5 Stakeholder Partner Touchpoints	9	11		4	18						42	$7,470	$0	$0	$0
Subtask 2.6 Steering Committee Meetings	4	12		2	22		6	6	6	2	60	$9,720	$0	$0	$0
Subtask 2.7 Update Workshops	4	12		2	20		2	4	2		46	$7,530	$0	$0	$0
Subtask 2.8 Public Meetings	4	14	2	6	30		6	21	16	2	101	$15,310	$0	$0	$0
Task 3 Plan Development															
Subtask 3.1 Preparation of Plan Framework	2	12	16	16	42		8	12	2	2	112	$17,450	$0	$0	$0
Subtask 3.2 Working Draft Land Use & Urban Design Plans	2	14	20	26	62		80	12	20	6	242	$43,010	$0	$0	$0
Subtask 3.3 Working Draft Infrastructure & Drainage Plans	2	10	16	16	50			12	18	6	130	$18,300	$0	$0	$0
Subtask 3.4 Initial Draft Area Plan	2	12	14	12	48		12	12	20	8	140	$20,920	$0	$0	$0
Subtask 3.5 Economic Absorption Analysis & P3 Tools		6			8	150			4	4	172	$21,780	$0	$0	$0
Task 4 Final Plan and Public Hearing															
Subtask 4.1 Public Review Draft	2	6	2	16	32			4	10	4	76	$10,580	$0	$0	$0
Subtask 4.2 Adoption Draft	1	6		2	14			4	6	2	35	$4,945	$0	$0	$0
Subtask 4.3 Public Hearings	4	10			18				3		35	$5,645	$0	$0	$0
Subtask 4.4 Final Adopted Plan		4			6			1	2		13	$1,900	$0	$0	$0
Total hours / units	66	193	80	131	512	156	141	144	153	40	1,616				
HOURLY BILLING RATES	$275	$195	$175	$150	$125	$125	$250	$140	$115	$100					
Labor Subtotals	$18,150	$37,635	$14,000	$19,650	$64,000	$19,500	$35,250	$20,160	$17,595	$4,000					
Total Labor Cost												$249,940			
REIMBURSABLE EXPENSES													$0	$0	$0
TOTAL COSTS (Technical Staff + Expenses)															$249,940

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/05/24	**AGENDA ITEM:** 4.D. DS - Sunrise Engineering Inc. - Civil Plan Review
DATE PREPARED: 10/31/24	**DISTRICT NO.:**
STAFF LIAISON: Brian Craig, Development Services Director, bcraig@buckeyeaz.gov (623) 692-7616	
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 Task Order No. 5 to the On-Call Consulting for Engineering and Architectural Services Contract (No. 2022003.34) between the City of Buckeye, an Arizona municipal corporation, and Sunrise Engineering Inc., a Utah corporation, related to Civil Plan Review Services; and authorizing the City Manager to execute and deliver said Task Order on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:
The existing purchase order was approved for $99,000, and we request an additional $301,000.00, which is anticipated in the current budget. This would make the purchase order aggregate $400,000.00. The Development Services Department requests the additional funds to meet the demand for Civil Plan Review Services. Sunrise Engineering, Inc. currently assists with civil plan reviews and other project-related services and require an additional budgeted amount not to exceed $301,000.00. These additional funds are required for Sunrise Engineering to supplement engineering staff in reviewing dry utilities and custom home sites. We need the remains to assist with complex projects and to absorb peak workload.

BENEFITS:
The benefits of this approval will be to support the Development Services Department in maintaining or exceeding customer service expectations for the infrastructure planning and civil review services.

FUTURE ACTION:
N/A

FINANCIAL IMPACT STATEMENT:
Existing Development Services funds will cover this additional plan review.

CURRENT FISCAL YEAR TOTAL COST:
$400,000.00

BUDGETED:
Yes

FISCAL YEAR:
2025

FUND/DEPARTMENT:
10005180-520037

Items related to a project or facility location must include an attached vicinity map for Council

Review.
ATTACHMENTS:
4D Sunrise Engineering TO 5.pdf

ON-CALL CONSULTING TASK ORDER
FOR ENGINEERING AND ARCHITECTURAL SERVICES
BETWEEN
THE CITY OF BUCKEYE
AND
SUNRISE ENGINEERING, LLC

ON-CALL CONSULTING CONTRACT NO. 2022003.34
TASK ORDER #5
FY25 PLAN REVIEW

THIS TASK ORDER #5 (this "Task Order") is entered into as of _____, between the City of Buckeye, an Arizona municipal corporation (the "City"), and Sunrise Engineering, LLC, a Utah limited liability company (the "Consultant"). This Task Order is subject to and governed by the terms and conditions of On-Call Consulting Contract No. 2022003.34 between the City and Consultant, dated March 1, 2022 (the "Contract").

ARTICLE 1
SCOPE OF SERVICES

Consultant shall provide Plan Review Support Services for Fiscal Year 2025, 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 July 1, 2024, and complete the services and deliverables on or before June 30, 2025, 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 **Four Hundred Thousand Dollars and Zero Cents ($400,000.00),** 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:

SUNRISE ENGINEERING, LLC,
a Utah limited liability company

Geoff Child, Principal

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

EXHIBIT A

TO

TASK ORDER #5

CONSULTANT'S PROPOSAL

SUNRISE ENGINEERING

Phoenix Metro Office
2045 South Vineyard, Suite 101, Mesa, Arizona 85210
TEL 480.768.8600

April 22, 2024

Ron Moll, P.E.
Deputy Director of Civil Engineering
City of Buckeye
530 East Monroe Avenue
Buckeye, AZ 85326

Subject: **Professional Services Agreement for Agency Plan Review Support (2024-2025)**

Dear Mr. Moll,

Sunrise Engineering, LLC (SE) is pleased to provide the following proposal to the City of Buckeye to provide Civil Engineering Services for the above-referenced project. Hereafter, "Client" refers to the City of Buckeye. SE agrees, upon receipt of your acceptance to this agreement, to perform the following identified services in accordance with the terms and conditions contained herein.

Scope of Services

The City of Buckeye needs civil plan review assistance. SE will provide general civil plan review services as requested by the City, which are necessary and associated with the requests of the City, within generally accepted industry standards. These services may include:

1. Civil plan reviews generally consisting of development applications, final engineering plans, preliminary and final plats, right-of-way legal descriptions, easement legal descriptions, reports, specifications and other project related documents. Civil plan reviews will begin five feet outside of buildings. Building plans and planning applications are excluded.
2. Providing comments in an itemized list format and/or directly on plans in the City's preferred format.
3. SE will provide a civil engineering plan reviewer with relevant experience to assist City staff with civil plan review. The plan reviewer will work in City of Buckeye offices, or at a designated remote location, for an anticipated 40 hours per week. At a billing rate of $155 per hour, this task is anticipated to expend no more than $400,000 during the 2024/2025 fiscal year. Work under this contract is expected to begin on or after July 1, 2024, and will continue until the allocated budget has been exhausted or as agreed upon by the City and SE. Continuation of this service will be by separate agreement, if required.
4. If requested by the City, SE staff can work from a Sunrise office or another remote location if necessary. The City may provide a computer workstation for remote access when applicable.
5. Correspond or meet with development services applicants related to plan review on behalf of the City of Buckeye.
6. Act in consulting and/or advisory roles to the City on subjects which fall within SE's area of competence and as requested by the City.
7. Provide other miscellaneous services as requested by the City while onsite.

Fees

SE agrees to perform the above-listed services on a time and materials not to exceed basis. Any work outside of the scope of work will be performed on a time and materials basis at the standard plan review rate listed herein or through a contract amendment.

The **Total Not to Exceed budget** for this engagement will be **$400,000.**

Scope of Work Conditions

A. The City will provide a computer workstation and a designated office or cubicle workspace.
B. The City's typical work week is Monday through Thursday, 7:00 am to 6:00 pm.
C. The Onsite Civil Plan Reviewer reserves the right to conduct non-City business at the City outside of scheduled hours. This will be non-billable time to the City, and will not utilize City property or equipment for non-City activity.
D. SE reserves the right to change or switch reviewer provided at any time and for any reason.

If you are interested in having us complete the services outlined in this proposal, please execute the agreement below and return one copy to our office. Client will be billed monthly based on the amount of work completed for this task. SE will invoice the Client at the beginning of each month for services performed during the previous month. Payment is due 30 days from the date of the invoice.

If you have any questions regarding this proposal, please contact me at (480) 768-8600. We look forward to continue working with you on this project.

Sincerely,

Sunrise Engineering, LLC

Geoffrey S. Child, P.E.
Vice President

Accepted and Agreed:
City of Buckeye – Development Services Department

By: _____
Signature

Brian J. Craig
Printed Name

Title: Development Services Director
Print Title

Date: April 24, 2024

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/05/24	**AGENDA ITEM:** 4.E. DS - Kentwood - Minor Subdivision Plat - PLZS-24-0020
DATE PREPARED: 10/31/24	**DISTRICT NO.:** Council District 5
STAFF LIAISON: Bart Wingard, Principal Planner, hwingard@buckeyeaz.gov, (623) 208-8830	
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 titled 'Minor Subdivision Plat for 215th Avenue & Roosevelt', located west of the southwest corner of Verrado Way and Roosevelt Street.

SUMMARY

PROJECT DESCRIPTION:
Krista Zinser from Coe & Van Loo Consultants, Inc, on behalf of MDH F2 PHX Buckeye 10 LLC, is requesting approval of a Minor Subdivision of a portion of Lot 2 of the Minor Land Subdivision of Roosevelt Street and Verrado Way located west of the southwest corner of Verrado Way and Roosevelt Street.

The sole purpose of this Minor Subdivision is the abandonment of an obsolete drainage easement in the eastern portion of the site (identified on the Plat as "Drainage Easement Per Book 1300 of Maps, Page 29 Abandoned Hereon"), with the dedication of a modified drainage easement along the eastern edge of the parcel (identified on the Plat as "Drainage Easement Dedicated Hereon").

BENEFITS:
The elimination of the obsolete drainage easement will clear any future concerns regarding adhering to the obsolete easement restrictions.

FINANCIAL IMPACT STATEMENT:
Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the city such as permit fees, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Exhibit A - PLZS-24-0020 - Kentwood Replat - Vicinity Map.pdf
Exhibit B - PLZS-24-0020 - Kentwood Replat - Applicant Narrative.pdf
Exhibit C PLZS-24-0020 Kentwood Replat - Replat
PLZS-24-0020 - Kentwood Replat - PowerPoint.pptx



Vicinity Map

PLZS-24-0020
Kentwood
Minor Subdivision
City Council
November 5, 2024

1R PLZS-24-0020 RECEIVED AUG 15 2024 WD

CVL CONSULTANTS

4550 North 12th Street | Phoenix, AZ 85014
602.264.6831

August 14, 2024

Re: Roosevelt Industrial – Replat Project Narrative
CVL Project No.: 1.01.0364303

The following Replat is for a portion of Lot 2 of the Minor Land Subdivision of Roosevelt Street and Verrado Way as Recorded in Book 1609 of Maps, Page 16 and also referenced as Parcel 504-20-002H located at the SEC of 215th Avenue and Roosevelt Street. The sole purpose of this Replat is the abandonment of an obsolete drainage easement in the eastern portion of this site and identified as "Drainage Easement Per Book 1300 of Maps, Page 29 Abandoned Hereon" and the dedication of a new drainage easement as shown on the Replat at the eastern edge of the subject parcel and identified as "Drainage Easement Dedicated Hereon".

MINOR SUBDIVISION PLAT
FOR
215TH AVENUE & ROOSEVELT

A REPLAT OF A PORTION OF LOT 2 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 MDH F2 PHX BUCKEYE 10, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY PUBLISHES THIS MINOR SUBDIVISION PLAT FOR 215TH AVENUE & ROOSEVELT, A REPLAT OF LOT 2 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.

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.

OWNER HEREBY GRANTS 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.

OWNER DOES 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.

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.

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.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE A NON-EXCLUSIVE DRAINAGE EASEMENT OVER, UPON, AND ACROSS THE AREAS DESIGNATED AS DRAINAGE EASEMENT AS SHOWN ON THE PLAT FOR THE PURPOSE OF CONSTRUCTION, OPERATION, REPLACEMENT, AND REPAIRS OF CHANNELS AND OTHER WORKS OF DRAINAGE OR FLOOD CONTROL. MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE LOT OR TRACT WHERE THE EASEMENT IS LOCATED HEREON.

IN WITNESS WHEREOF:

ON THIS DAY THE _____DAY OF _____, 2024,

MDH F2 PHX BUCKEYE 10, LLC, A DELAWARE 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.

MDH F2 PHX BUCKEYE 10, LLC, A DELAWARE LIMITED LIABILITY COMPANY,

BY: _____

NAME: KATHRYN KILGORE
ITS: MANAGING DIRECTOR

ACKNOWLEDGEMENT

STATE OF GEORGIA)
) SS
COUNTY OF COBB)

ON THIS, THE _____ DAY OF _____, 2024, BEFORE ME,

PERSONALLY APPEARED KATHRYN KILGORE, 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

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.

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.

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

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 1 LOT 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. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND EXCEPT POWER LINES 69KV AND LARGER.
7. 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.
8. NO STRUCTURES 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.
9. OWNER AFFIRMS THAT IT HAS REVIEWED THE REQUIREMENTS OF A.R.S. §§ 9-463.01(I) AND 45-576 AND RELATED REQUIREMENTS REGARDING SUBDIVIDED LANDS AND THE ASSURED WATER SUPPLY PROGRAM, AND AFFIRMS THAT A CERTIFICATED OF ASSURED WATER SUPPLY IS NOT REQUIRED.
10. THE PURPOSE OF THIS REPLAT IS TO ABANDON THE DRAINAGE EASEMENT CREATED ON BOOK 1300, PG. 29 WITHIN THE BOUNDARY AS SHOWN ON THIS PLAT AND TO DEDICATE ALL EASEMENTS AS SHOWN. THE AGREEMENTS, CONDITIONS, AND RESTRICTIONS OF THE PLATS RECORDED IN BOOK 1609, PAGE 16, AND BOOK 1783, PAGE 46, MCR, WILL REMAIN IN FULL EFFECT WITH THIS REPLAT.

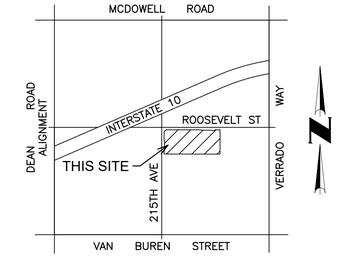
APPROVAL

I CERTIFY THAT ALL ENGINEERING CONDITIONS AND REQUIREMENTS HAVE BEEN COMPLIED WITH.

BY:_____ _____
BUCKEYE CITY ENGINEER DATE

BY:_____ _____
DEVELOPMENT SERVICES DIRECTOR DATE

COUNTY RECORDER



VICINITY MAP
(NOT-TO-SCALE)

SHEET INDEX

1. COVER SHEET
2. PLAT MAP

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

OWNER

MDH F2 PHX BUCKEYE 10 LLC
280 INTERSTATE NORTH CIRCLE, SUITE 350
ATLANTA, GEORGIA 30339
CONTACT: KATHRYN KILGORE
EMAIL: KKILGORE@MDHPARTNERS.COM
PHONE: (404) 895-9255

Call at least two full working days before you begin excavation. ARIZONA811 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

CVL

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

PROJECT: 215TH AVENUE & ROOSEVELT

COB PROJECT PLAN STICKER

REVISIONS:
1
2
3

DESIGN SEAL

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
Date Signed 10-14-24
ARIZONA U.S.A.

SUBMITTAL: 1ST SUBMITTAL

ORIGINAL PLAN DATE	LATEST REVISION DATE
10-14-2024	
PROJECT NUMBER	SHEET NUMBER
CVL: 01-0119415	1 OF 2

COB PLAN TRACKING #

COB PERMIT # PLZS-24-0020

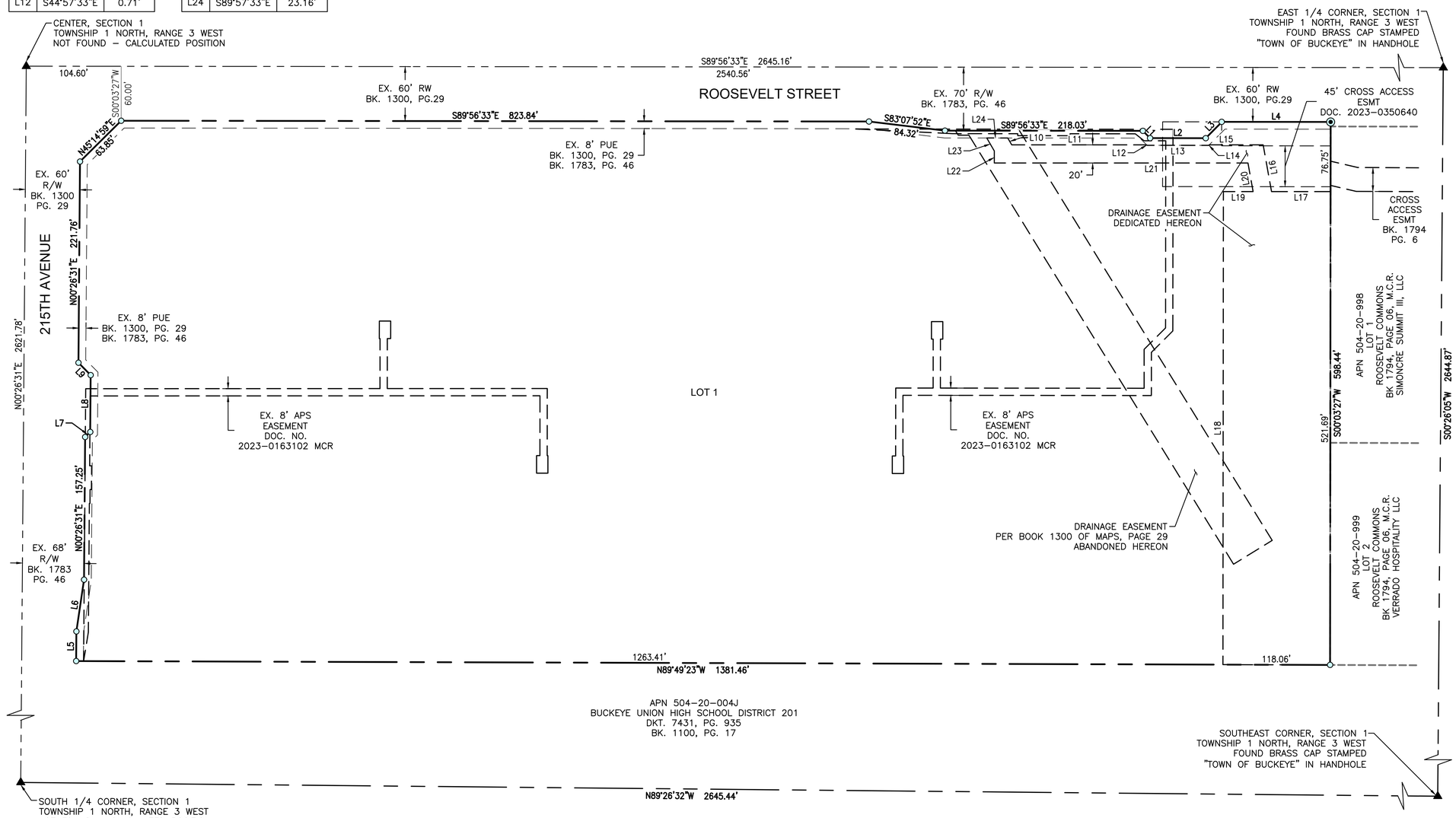
Printed By: **Dominique** Print Date: **October 14, 2024** Filename: N:\01\01194\15\CADD\West Parcel\DS FPLAT.W.dwg

MINOR SUBDIVISION PLAT
FOR
215TH AVENUE & ROOSEVELT

A REPLAT OF A PORTION OF LOT 2 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

LINE TABLE		
NO.	BEARING	LENGTH
L1	S44°46'26"E	11.28'
L2	S89°56'33"E	61.31'
L3	N44°54'13"E	25.39'
L4	S89°56'33"E	119.71'
L5	N00°26'31"E	32.63'
L6	N08°24'42"E	57.70'
L7	N45°26'31"E	7.87'
L8	N00°26'31"E	62.65'
L9	N44°33'29"W	19.19'
L10	S30°14'02"E	8.73'
L11	S89°59'38"E	148.57'
L12	S44°57'33"E	0.71'

LINE TABLE		
NO.	BEARING	LENGTH
L13	S89°57'33"E	67.93'
L14	N45°02'27"E	0.77'
L15	S89°59'38"E	59.47'
L16	S10°06'11"E	52.32'
L17	S90°00'00"E	65.06'
L18	N00°03'21"E	521.32'
L19	S90°00'00"E	32.70'
L20	N10°06'11"W	32.01'
L21	N89°59'38"W	279.45'
L22	N00°00'00"E	13.21'
L23	N30°14'02"W	16.61'
L24	S89°57'33"E	23.16'



60' 30' 0 60'
SCALE: 1" = 60'

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
- 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

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
1	816,061

REVISIONS:
1
2
3

PLAN NAME
MINOR SUBDIVISION PLAT
FOR 215TH AVENUE & ROOSEVELT

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

SUBMITTAL: 1ST SUBMITTAL

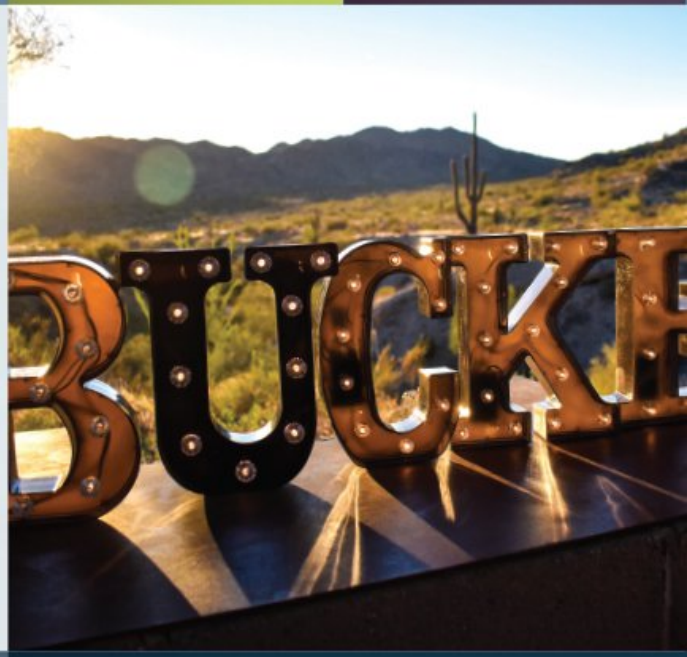
DESIGN SEAL
Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
10-14-24
ARIZONA U.S.A.

ORIGINAL PLAN DATE: 10-14-2024
LATEST REVISION DATE:
PROJECT NUMBER: CVL: 01-0119415
SHEET NUMBER: 2 OF 2

COB PLAN TRACKING #:
COB PERMIT #: PLZS-24-0020

Printed By: **Dominique** Print Date: **October 14, 2024** Filename: N:\01\01194\15\CADD\West Parcel\DS.FPLAT.W.dwg

PLZS-24-0020
Kentwood Replat



City Council Meeting – November 5, 2024

BUCKEYE, AZ
buckeyeaz.gov



Vicinity Map

BUCKEYE, AZ

MINOR SUBDIVISION PLAT
FOR
215TH AVENUE & ROOSEVELT

A REPLAT OF A PORTION OF LOT 2 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 MDH F2 PHX BUCKEYE 10, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY PUBLISHES THIS MINOR SUBDIVISION PLAT FOR 215TH AVENUE & ROOSEVELT, A REPLAT OF LOT 2 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.

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.

OWNER HEREBY GRANTS 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.

OWNER DOES 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.

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.

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.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE A NON-EXCLUSIVE DRAINAGE EASEMENT OVER, UPON, AND ACROSS THE AREAS DESIGNATED AS DRAINAGE EASEMENT AS SHOWN ON THE PLAT FOR THE PURPOSE OF CONSTRUCTION, OPERATION, REPLACEMENT, AND REPAIRS OF CHANNELS AND OTHER WORKS OF DRAINAGE OR FLOOD CONTROL. MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE LOT OR TRACT WHERE THE EASEMENT IS LOCATED HEREON.

IN WITNESS WHEREOF:

ON THIS DAY THE _____DAY OF _____, 2024,

MDH F2 PHX BUCKEYE 10, LLC, A DELAWARE 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.

MDH F2 PHX BUCKEYE 10, LLC, A DELAWARE LIMITED LIABILITY COMPANY,

BY: _____

NAME: KATHRYN KILGORE
ITS: MANAGING DIRECTOR

IN WITNESS WHEREOF:

ON THIS DAY THE _____DAY OF _____, 2024,

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS, THE _____ DAY OF _____, 2024, BEFORE ME,

PERSONALLY APPEARED KATHRYN KILGORE, 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

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.

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.

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

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 1 LOT 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. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND EXCEPT POWER LINES 69KV AND LARGER.
7. 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.
8. NO STRUCTURES 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.
9. OWNER AFFIRMS THAT IT HAS REVIEWED THE REQUIREMENTS OF A.R.S. §§ 9-463.01(I) AND 45-576 AND RELATED REQUIREMENTS REGARDING SUBDIVIDED LANDS AND THE ASSURED WATER SUPPLY PROGRAM, AND AFFIRMS THAT A CERTIFICATED OF ASSURED WATER SUPPLY IS NOT REQUIRED.
10. THE PURPOSE OF THIS REPLAT IS TO ABANDON THE DRAINAGE EASEMENT CREATED ON BOOK 1300, PG. 29 WITHIN THE BOUNDARY AS SHOWN ON THIS PLAT AND TO DEDICATE ALL EASEMENTS AS SHOWN. THE AGREEMENTS, CONDITIONS, AND RESTRICTIONS OF THE PLATS RECORDED IN BOOK 1609, PAGE 16, AND BOOK 1783, PAGE 46, MCR, WILL REMAIN IN FULL EFFECT WITH THIS REPLAT.

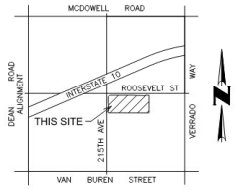
APPROVAL

I CERTIFY THAT ALL ENGINEERING CONDITIONS AND REQUIREMENTS HAVE BEEN COMPLIED WITH.

BY: _____
BUCKEYE CITY ENGINEER DATE

BY: _____
DEVELOPMENT SERVICES DIRECTOR DATE

COUNTY RECORDER



VICINITY MAP
(NOT-TO-SCALE)

SHEET INDEX

1. COVER SHEET
2. PLAT MAP

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

OWNER

MDH F2 PHX BUCKEYE 10 LLC
280 INTERSTATE NORTH CIRCLE, SUITE 350
ATLANTA, GEORGIA 30339
CONTACT: KATHRYN KILGORE
EMAIL: KKILGORE@MDHPARTNERS.COM
PHONE: (404) 895-9255

Call at least two full working days before you begin excavation
ARIZONA811
Arizona Blue Stake, Inc.
(Call 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:
CVL
COE & VAN LOO CONSULTANTS, INC
PLANNING ENGINEERING LANDSCAPE ARCHITECTURE
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
TELEPHONE (602) 264-6831

PROJECT: 215TH AVENUE & ROOSEVELT

COB PROJECT PLAN STICKER

REVISIONS:
1
2
3

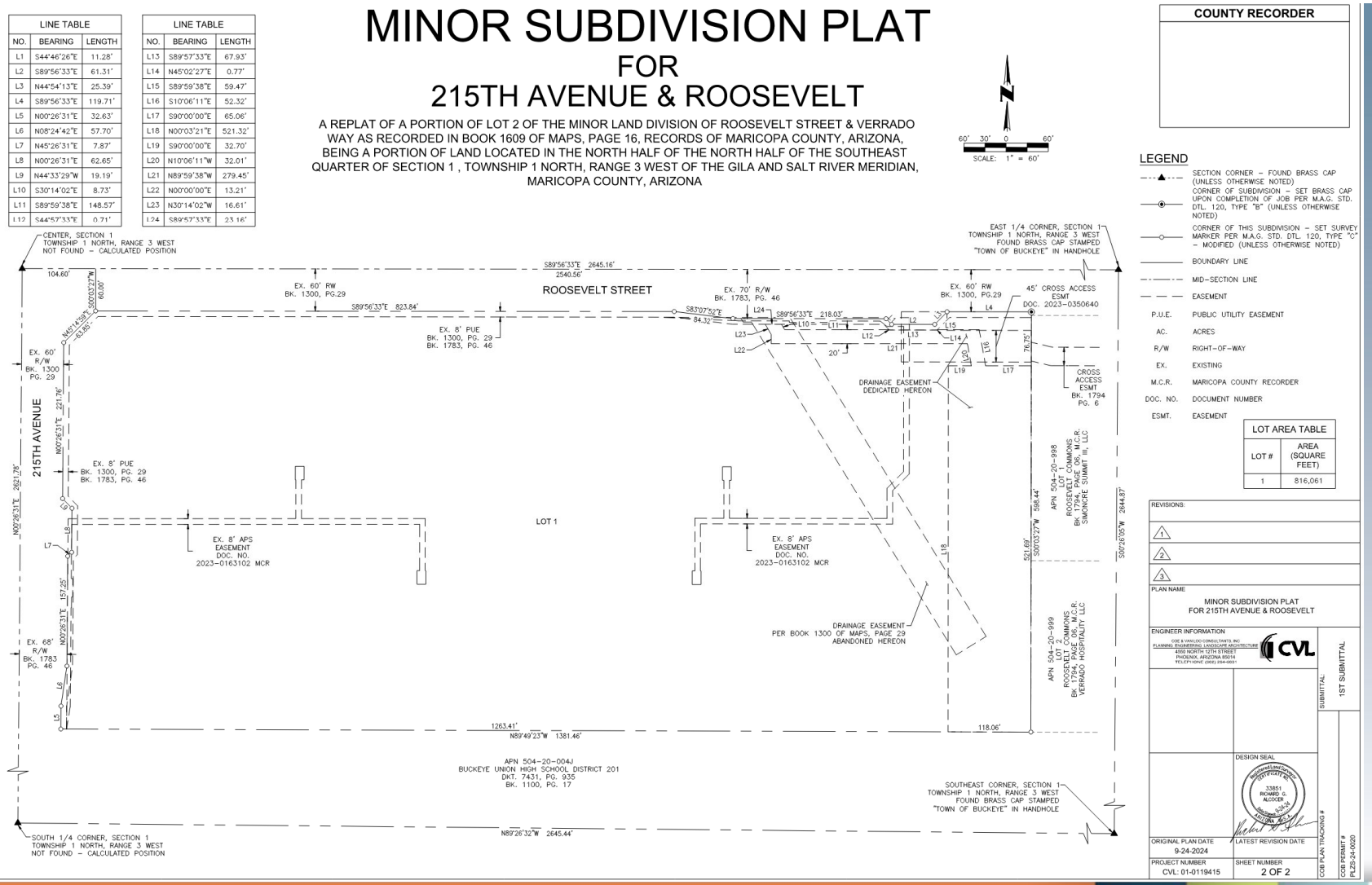
SUBMITTAL: 1ST SUBMITTAL

DESIGN SEAL
33851
RICHARD G. ALCOCER
Registered Land Surveyor
STATE OF ARIZONA

ORIGINAL PLAN DATE: 9-24-2024
LATEST REVISION DATE:
PROJECT NUMBER: CVL: 01-0119415
SHEET NUMBER: 1 OF 2
COB PLAN TRACKING #:
COB PERMIT #: PLZS-24-0020

BUCKEYE, AZ

Minor Subdivision



Minor Subdivision

Kentwood Minor Subdivision – PLZS-24-0020

Staff Recommends the Mayor and City Council approve the Kentwood Minor Subdivision

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/05/24	**AGENDA ITEM:** 4.F. DS - Resolution No. 72-24 amending the Development User Fee Schedule by extending the duration of Downtown Incentive District Area B.
DATE PREPARED: 10/31/24	**DISTRICT NO.:** 1 and 2.
STAFF LIAISON: Brian Craig, Development Services Director, bcraig@buckeyeaz.gov, (623) 349-6209	
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 Resolution No. 72-24 amending the Development User Fee Schedule to extend the expiration date of Incentive Area B of the Downtown Incentive District; repealing conflicting resolutions; and providing for severability.

SUMMARY

PROJECT DESCRIPTION:
The City of Buckeye Development User Fee Schedule sets and describes the fees for various development activities and permitting within the City of Buckeye. Section 7: Incentive District of the Schedule details a program to offer a 75% discount on the fees contained within the Schedule subject to the conditions and geographic extent as described in the section. The incentive district encompasses areas within the historic downtown and is aimed at incentivizing development and reinvestment in the City's core. Since its effective date, July 1, 2018, the discount has been applied to various projects and development, spurring projects that may not have invested in this area otherwise. Incentive Area B, requires the zoning and land use of the incentivized property and project to meet specific criteria to ensure the incentives are being applied to the most appropriate uses and development in downtown. Incentive Area B was created with an expiration date, which is set to expire on January 21, 2025. Staff is proposing to extend the expiration provision until December 31, 2035, unless sooner modified by and through Council action.

The Incentive District expansion aims to provide long-term economic benefits to the community and specifically Downtown Buckeye. The Development Services Department is requesting approval of the amended Development User Fee Schedule that maintains the existing fees and policies with the exception of an amended Section 7: Incentive District, to extend the duration of the Downtown Incentive District's District Area B until December 31, 2035. When Incentive District B was created in December 2021, it was intended to expire three years from the effective date; the expiration date is January 21, 2025, unless extended by Council action.

Staff is proposing to extend the expiration provision until December 31, 2035, unless sooner modified by and through Council action. If Council desires to reduce or eliminate the discounts offered through the Incentive District program in the future, an amendment can be considered by resolution. Staff believes the incentive program is having the intended outcome in spurring and encouraging development and redevelopment in the downtown area, but additional duration is necessary to continue seeing successful development activity in downtown Buckeye.

BENEFITS:

The Incentive District expansion aims to provide long-term economic benefits to the community and specifically Downtown Buckeye. The expansion area encompasses the Historic Downtown Buckeye Activity Center, as outlined in the 2040 General Plan, and extends to State Route 85 with a vision to capture the future gateway into Downtown Buckeye. Activity Centers denote live, work, play areas that are vibrant mixed-use areas providing destination locations. The Historic Downtown Buckeye Activity Center is defined as a regional destination to capitalize on historical and cultural assets available in the area and specifically denotes supporting a healthy and vibrant core of employment and commercial uses and enhancements of natural resources such as the Gila River. The Incentive District permit fee discount is a tool that can be used to support the following activities, which enhance the city's property tax, sales tax, and employment base within Downtown Buckeye:

- Entices new employment and commercial development opportunities
- Encourages revitalization and redevelopment of existing or vacant buildings and structures
- Fosters new growth and development at the MC 85 and State Route 85 corridor which is seen as the future gateway into Downtown Buckeye
- Supports the El Rio District Area Plan: A vision for Buckeye's El Rio District and Gila River
- Encourages diverse and dense housing product within the District to foster population growth in Downtown Buckeye

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FINANCIAL IMPACT STATEMENT:
Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the city such as permit fees, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Res. 72-24 Development User Fee Schedule.pdf

RESOLUTION NO. 72-24

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, AMENDING THE DEVELOPMENT USER FEE SCHEDULE TO EXTEND THE EXPIRATION DATE OF INCENTIVE AREA B OF THE DOWNTOWN INCENTIVE DISTRICT; REPEALING CONFLICTING RESOLUTIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, on May 15, 2018, the City Council of the City of Buckeye, Arizona ("City") adopted Resolution No. 32-18 which established certain reduced development user fees to incentivize redevelopment and growth within the Historic Downtown Buckeye Activity Center, as documented in the City's Development User Fee Schedule; and

WHEREAS, on December 21, 2021, the City Council adopted Resolution No. 94-21 which expanded the geographic area eligible for the reduced development user fees, and outlined additional terms and conditions for the incentives offered therein; and

WHEREAS, on July 18, 2023, the City Council adopted Resolution No. 75-23, clarifying the expiration date of Incentive Area B within the Downtown Incentive District; and

WHEREAS, the incentives offered within Incentive Area B are spurring and encouraging development and redevelopment in the downtown area, and it is recommended to extend the expiration of the incentives available within Incentive Area B until December 31, 2035.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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 expiration of Incentive Area B is hereby extended and the incentives offered therein will be offered until December 31, 2035, unless modified by and through subsequent action by the City Council.

Section 3. The amendments to the Development User Fee Schedule, Section 7(1)(e) extending the expiration date of Incentive Area B, set forth in the Development User Fee Schedule attached as Exhibit "A" and incorporated herein by reference, are hereby approved.

Section 4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 6. That the Mayor, the City Manager, the City Clerk, the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 5th day of November, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 72-24

[Updated Development User Fee Schedule]

See following pages.

City of Buckeye, Arizona
Development User Fee Schedule
Effective Date: July 1, 2018

Amended on December 21, 2021 by Resolution 94-21, on August 1, 2023 by Resolution 75-23, and on November 5, 2024 by Resolution 72-24

The City of Buckeye has adopted the following Development User Fee Schedule to provide clearly-described, value-added service to its residents and business partners. This new user fee schedule will assist in streamlining the City's processes and thereby provide a more cost effective way of meeting the public's needs for services.

The Development User Fee Schedule contains in-depth descriptions of what is included with fees collected and is broken down into seven (7) distinct elements for ease of use as follows. Each section describes the fee structure and services included with those fees.

Section 0: General Requirements

Section 1: Planning

Section 2: Civil Engineering Review

Section 3: Civil, Utilities, ROW, Horizontal Construction

Section 4: Building Safety, Vertical Construction

Section 5: Fire Safety

Section 6: Business Licenses

Section 7: Incentive District

NOTE: The City Council will review the User Fee Schedule on an annual basis and reserves the right to adjust fees based on the Consumer Price Index for Urban Communities (CPI-U). Additionally, the Council will undertake a user study every five (5) years to re-evaluate fees based on economic trends and the City's financial status.

SECTION 0: General Requirements

Section 0, General Requirements applies to Sections 2, 3, 4, 5, and 7 of this User Fee Schedule, unless otherwise specifically stated. Items 10, 11, 12 and 15 below shall also apply to Section 1.

1. **Abandoned Plans**
   a. Any non-approved plan set not picked up from the City within 90 days of the City's first notification for pick-up to the applicant.
   b. Any approved plan set not permitted by the City within one (1) year from the approval date.
   c. Plans deemed abandoned will be destroyed according to the State Records Retention Schedule.
   d. The applicant will be required to reinitiate the plan review process and pay all associated review fees.
   e. Abandoned plans refers to any document submitted to the City for review and approval, (i.e. plans, reports, calculations, specifications, etc.).

2. **Expired Plans**
   a. Plans are deemed expired two (2) years after the City approval date.
   b. Plans are deemed expired if no City action has taken place in two (2) years. Expired plans are required to go through a comprehensive review of all sheets.
   c. In order to resubmit plans, the design engineer or architect shall bring the plans into conformance with the City's current codes, standards and requirements.
   d. All expired plans being resubmitted are subject to first review fees.

3. **City Re-Approval**
   a. The City approval expires one (1) year from the approval date.
   b. City re-approval can be requested if submitted prior to the expiration.
   c. The design will be reviewed against the current codes, standards and requirements for compliance.
   d. There are no fees for re-approval unless a compliance revision is required. The design engineer or architect shall bring the design into conformance with the City's current codes, standards and requirements.
   e. There are a maximum of two (2) design re-approvals per design.
   f. All re-approvals requiring a compliance revision shall be considered a revised design.
   g. Design refers to construction plans, reports, calculations, specification etc.`

4. **Revised Plans**
   a. Plans that have been approved, that require a design change and City re-approval.
   b. Non-approved plan with a major design change.
   c. All revised plans will be subject to the City's current fee schedule and shall require a comprehensive review.

5. **Expired Permit**
   a. Any permit that has not requested a required inspection within 180 days from the permit issuance date or the most recent inspection.
   b. Applicant may be required to resubmit plans for review and re-approval.
   c. All non-legitimate requested inspections are required to pay the re-inspection fee and the permit expiration date will not be extended.
   d. Pay all applicable fees.
   e. See individual sections for actual fees.

6. **Permit Extension**
   a. The Applicant can extend the permit expiration date when requested in writing before the permit expires.

b. Permit Extension Fee is 10% of the original Permit Fee.
c. Each extension is 180 days from the date of request.
d. There are a maximum of two (2) permit extensions.

7. **Revised Permit**
   a. Revised permits will be charged the permit revision fee of $55.

8. **Work Commenced Prior to Permit Issuance.**
   a. The fee is one (1) times the amount of the original calculated permit fee (excludes plan review fees) and shall be in addition to the required permit fees.
   b. Applies to any and all work or construction requiring a City permit.

9. **Expedited Submittal Review**
   a. Expedited fees are two (2) times the amount of the original calculated fee.

10. **Unclassified or Unspecified Services**
    a. The rate for any unclassified or unspecified fees shall be charged at User Fee hourly rate per fee Section. This includes, but is not limited to inspections, plan review, meetings, records investigation, etc. as determined by the City.

11. **Refunds**
    a. All refund requests shall be made in writing within 180 days of payment date by the Permit Applicant stating the reason for the requested refund. All fees not refunded within 180 days will revert to the City with no exceptions.
    b. Up to 80% of the original permit fee may be refunded if, no work has commenced, and no inspections have been conducted.
    c. No Planning, Building, Fire or Civil Engineering plan review fees will be refunded once City review has commenced.

12. **Legal Fees**
    a. Legal Fees incurred by the City are not included in the above schedule and are billed separately to the service user.

13. **Cancellation Fee**
    a. Cancellation Fee will be $55.00
    b. This fee shall apply to all cancellation requests.

14. **Inspections**
    a. All non-legitimate requested inspections are required to pay the re-inspection fee and the permit expiration date will not be extended.

15. **Print Services**

a.	Size: 8.5" by 11", Black and White (per sheet fee)	$0.50
b.	Size: 8.5” by 14”, Black and White (per sheet fee)	$0.50
c.	Size: 8.5" by 11", Color (per sheet fee)	$0.60
d.	Size: 8.5” by 14”, Color (per sheet fee)	$0.60
e.	Size: 11” by 17”, Black and White (per sheet fee)	$1.00
f.	Size: 11” by 17”, Color (per sheet fee)	$1.20

g. All print service fees incurred by the City will be charged to the customer.

END OF SECTION 0

SECTION 1: Planning Processes

1. Discovery Meetings and Due Diligence Meetings consist of requests for the current status of development projects. Information requested at these meetings generally include overall project completion status, utility service availability including water and sewer capacity, request for documents, and other due diligence items related to development. A Due Diligence meeting requires two (2) or less Department reviews where a Discovery Meeting requires three (3) or more department reviews.
2. Modification of Stipulation/s refers to a request for a change to one (1) or more approved stipulations. The process will include decision from the same body.
3. Amendment per acreage fee will be calculated on the impacted area only.
4. Concept Site Plan only applies in qualified zoning overlay districts
5. Please refer to the City Development Code and/or application guidelines for additional criteria, terms and definitions.

User Fee Description	User Fee ($)
ADMINISTRATIVE FEES	
Annexation	0
Pre Application Conference (PAC) Meeting	500
Due Diligence Meeting	500
Discovery Meeting: 1st Meeting	1,000
Discovery Meeting: 2nd Meeting and Each Subsequent Meeting	500
Zoning Verification Letter, (only zoning), per parcel, per request	350
Planning Consultation Meeting, per hour	160
Continuance Request	365
Modification of Stipulations	1,010
Time Extension: Administrative	240
Time Extension: Planning Commission/Council	470
Written Interpretation	500
APPEALS	
Appeal of Administrative or Planning Commission Decision	500
USE PERMITS AND SIGNS	
Conditional Use Permit	1,600
Conditional Use Permit with Site Plan	5,175
Temporary Use Permit	100
Temporary Sign Permit	50
Comprehensive Sign Plan: Administrative	1,095
Comprehensive Sign Plan: Planning Commission	1,690
Comprehensive Sign Plan: Amendment	665
DESIGN REVIEW	
Residential Design Review	780
Commercial or Single Residential Lot Design Review	460
Residential or Commercial Design Review Amendment	460
Planning Unit Plan: base fee, plus per acre	6,355
Planning Unit Plan: per acre	27
Planning Unit Plan Amendments base fee plus per acre	5,280

User Fee Description	User Fee ($)
DEVELOPMENT CODE AMENDMENTS	
Development Code Amendment	2,500
GENERAL PLAN AMENDMENTS	
General Plan Amendments, Major base fee, plus per acre	4,710
General Plan Amendments: per acre	3
General Plan Amendments, Minor base fee, plus per acre	3,355
LANDSCAPE	
Landscape permit	
Native Plant Inventory and Native Plant Salvage Permit: base fee	60
Native Plant Inventory and Native Plant Salvage Permit: per acre	20
Landscape Plans, per sheet, per review	150
Native Plant Inventory and Native Plant Salvage Plan Review: per sheet	40
REZONE	
Rezone with overlay base fee (up to 160 acres)	6,560
Rezone with overlay: base fee plus per acre fee (for 161 + acres)	3
Rezone without overlay	2,780
Major amendments to Rezone with overlay base fee (up to 160 acres)	4,920
Major amendments to Rezone with overlay base fee plus per acre fee (for 161 + acres)	1
Minor Amendment to zoning overlay	1,750
Rezone from obsolete zoning district – from Planned Residential (PR) zoning to any new single family zoning district and from General Commerce (GC) to any industrial zoning district.	0
SITE PLAN	
Site Plan: Administrative (original and major) base fee, plus per acre	3,785
Site Plan (original and major): per acre	25
Site Plan: Planning Commission (original and major) base fee plus per acre	5,175
Concept Site Plan Review	970
Minor Amendment to Site Plan	1,605
DIVISION OF PROPERTY	
Abandonment of Right-of-Way	1,100
Map of Dedication	2,000
Corrective Plat or Affidavit	790
Lot Split/Lot Combination	1,000
Minor Subdivision: Administrative	1,520
Minor Subdivision: Council	1,870
PRELIMINARY PLAT	
Preliminary Plat: base fee, plus per lot	5,000
Preliminary Plat: per lot fee	25
FINAL PLAT	
Final Plat base fee, plus per lot	3,990
Final Plat: per lot fee	25

User Fee Description	User Fee ($)
RE-PLATS	
Re-plat Administrative	1,520
Re-plat Council	1,870
VARIANCES	
Variance: Base Fee, Plus	915
Variance on same lot: per additional	700

END OF SECTION 1

SECTION 2: Civil Engineering Review

Fee Structure: All civil engineering reviews are fee based as detailed below.

1. All construction plans and reports required for project completion shall be submitted together as a "Complete Submittal". A Complete Submittal would include all civil plans and reports. The following is an example list of all plans and reports:
    a. Grading and Drainage Plans including SWPPP
    b. Drainage Report
    c. Sewer Plans
    d. Sewer Report
    e. Water Plans
    f. Water Report
    g. Paving and Storm Drain Plans
    h. Signing and Striping Plans
    i. Street Light Plan
    j. Landscape plan
    k. Address Map
    l. Final Plat
    m. Phase 1 Environmental
    n. Geotechnical Report
    o. Traffic Impact Analysis etc.
2. All per sheet fees are required to be paid at the time of submittal. No plans will be accepted without payment.
3. All hourly fees are required to be paid at the time of pickup. No hourly reviews will be returned prior to payment.
4. All master reports shall be charged hourly. Fees will be charged hourly at the adopted engineering hourly rate. Master Reports are reports that cover more than one parcel, plan set or large geographical area, for example:
    a. Master Drainage Reports
    b. Master Sewer Reports
    c. Master Water Reports
    d. CLOMR and/or LOMR
    e. Independent Design Reports
    f. Independent Design Letters
    g. Traffic Impact Analysis
    h. Regional Reports etc.
5. Civil Plan Review Fee
    a. All plan review fees are paid per plan sheet submitted.
    b. Per sheet fee includes the review of the plan set and the required supporting design report.
    c. Per sheet fee does not change if a report is not submitted or required.
    d. Includes 1st review of plans and supporting design report.
    e. 2nd review is included in the 1st review fees.
    f. 3rd and subsequent reviews charged per sheet for each review (per sheet fees charged on redlined sheets only).
    g. Signature submittal is included in fees paid.
    h. All plan review fees shall be paid at the adopted per sheet fee.

6. "Redlined sheets" means that a comment has been added to the sheet requiring the Engineer to resubmit a new corrected set of plans and corresponding redlined plans.
7. Revised Civil Plans
    a. Any civil plan that has been changed after City approval.
    b. An approved plan that is one (1) to two (2) years past the approval date being resubmitted due to design change or plan expiration.
    c. Are required to be brought into conformance with the most recent standards.
    d. Chargeable sheets are only those sheets with revisions.
    e. Signature submittal is included in fees paid.
    f. Review fees shall be paid at the adopted revised plan review rate.
8. Civil Plan Re-Approvals
    a. Prior to the City approval expiring, (one (1) year from the date of the approval signature), plans can be resubmitted for re-approval; plans will be considered to be a revised plan.
    b. Are required to be revised to conform to recent updates in standards
    c. Shall be charged using the Revised Engineering Plan Fee.
    d. Chargeable sheets are only those sheets with revisions.
9. Expired Civil Plans
    a. Please refer to Section 0.2 Expired Plans
10. "Redlined sheets" means that a comment has been added to the sheet requiring the Engineer to re-submit a new corrected set of plans which includes attaching the previous redlined plans to the submittal.
11. Revised reports and expired reports are charged per hour.
12. Included in fees are all associated clerical costs for processing and maintaining city records and archiving, preparation of various correspondence from City Engineer's office, scheduling meetings regarding review comments and all other associated clerical fees associated with plan review.
13. Preparation of construction permit fee calculations, upon approval of plans.
14. Expired permit fee will be based upon an engineer's certification of remaining quantities to be constructed. An expired grading permit is based upon the original project acreage.

User Fee Description Civil Engineering	Submittal	User Fee ($)
GENERAL FEES		
Expedited Turnaround Fees (2 Times Review Fees)	All Submittals	2X
PLAN REVIEW - CIVIL ENGINEERING		
Address Map / Street Name Exhibit	1st and 2nd	2,010 Flat Fee
Additional Submittals	3rd and beyond	550 Flat Fee
Engineering Plans, includes supporting report review	1st and 2nd	430 per Sheet
Additional Submittals, includes supporting report review	3rd and beyond	215 per Sheet
Revised Engineering Plans, includes supporting report review	All Submittals	215 per Sheet
Major Infrastructure Plan Review		
: Water and Sewer	All Submittals	160 per Hour
: Bridges, Signals, and all other Major Infrastructure	All Submittals	160 per Hour
REPORT REVIEW		
Master Reports (CLOMR, LOMR, Traffic Impact Analysis, Master Water, Master Sewer, any Regional Report, all design letters, any Revised Master Reports, Etc.)	All Submittals	160 per Hour
Phase 1 Environmental Studies / Geotechnical Studies	All Submittals	0
Other Report Review - Not Listed Above	All Submittals	160 per Hour
SPECIALIZED REVIEW		
Outsourced Specialized Engineering Review Reviews are by discipline	All Submittals	Actual Cost plus 10 %

END OF SECTION 2

SECTION 3: Civil, Utilities, ROW, Horizontal Construction

Fee Structure: All fees charged as detailed below.

1. Construction Permit Type (i.e., water, sewer, grading, drainage, etc.).
2. Fees are paid at time of permit issuance.
3. Item/Quantity fee-based calculation. All plans shall show a quantity breakdown in accordance with this fee schedule and the sections shown below.
4. Class Descriptions are listed in the City Code.
5. Services described in Section 3 are for customary and usual inspection services and customary and usual inspection periods of time.

Services Included with Construction Permit Fee Payment:

1. Pre-Permit Meeting, Pre-Construction Meeting, project coordination, and project tracking.
2. Initial visit to site on first day of construction, construction coordination/management on behalf of City Engineer's office.
3. Approval of Maintenance and Performance Bonds and follow-up.
4. Inspections, Field Directives and subsequent approval, re-inspection of Removal and Replacement of Concrete, re-inspection of Removal and Replacement of Pavement, Field Testing Inspection and review.
5. Material Submittal Review and subsequent approval.
6. As-Built Plan Review:
    a. Two (2) reviews included in permit fee.
    b. Permit fee covers 1st and 2nd reviews of each of the "To Pave" and "Final" as-built reviews.
    c. 3rd and subsequent reviews charged on a per sheet basis for redlined sheets only (see Civil Engineering Review Fees).
7. Project Close-out Process:
    a. Meetings and communications regarding Close-out of Project, Final Walk, Punch List Inspection, Punch List Follow-up, Bond Reductions or Bond Exonerations, Distribution, and archiving Project Record Documents.
    b. Warranty Walk
    c. Conveyance
8. Clerical Services:
    a. Scheduling meetings, preparing/processing correspondence, and e-mail communications.
9. Public Infrastructure Assurance Agreements:
    a. Meetings with Developer, production, and processing.
10. Certificates of Insurance compliance review.
11. Project Stipulations tracking review and verification.
12. Private improvement reductions shown apply to private wet utilities and all onsite improvements.

Pavement Cuts

1. All pavement cuts in taxation district streets or other financed streets require a mill and overlay as required by the City Engineer.
2. Pavement cuts in streets that have been over-laid or paved within the last four (4) years require a mill and overlay as required by the City Engineer.
3. All other pavement cuts are to pay the pavement restoration fees.

Offsite Hauling

1. All offsite hauling permits are to include some of all of the following documents; PM10 documents, SWPPP, sweeping schedule and routing, traffic control, uniformed officers, haul quantities, and truck types showing the number of loads as well as gross truck weights.

User Fee Description	Unit	User Fee ($)
GRADING CONSTRUCTION PERMITS		
Base Fee, Plus (Includes Clear and Grub)	EA	140
: Less than 5 Acres	AC	250
: 5 Acres or Greater, Less than 20 Acres		
Fee for the first 5 acres	EA	1,000
Fee for each additional acre over 5 acres	AC	245
: 20 Acres or Greater, Less than 50 Acres		
Fee for the first 20 acres	EA	4,670
Fee for each additional acre over 20 acres	AC	178
: 50 Acres or Greater, Less than 200 Acres		
Fee for the first 50 acres	EA	10,000
Fee for each additional acre over 50 acres	AC	144
: 200 Acres or Greater, Less than 500 Acres		
Fee for the first 200 acres	EA	31,580
Fee for each additional acre over 200 acres	AC	91
: 500 Acres or Greater		
Fee for the first 500 acres	EA	58,950
Fee for each additional acre over 500 acres	AC	17
Clear and Grub (only without Grading)	EA	71
DRAINAGE CONSTRUCTION PERMITS		
Base Permit Fee, Plus		50
: Storm Drain and Irrigation Pipe	LF	1.10
: Storm Drain and Irrigation Manhole	EA	80
: Underground Retention	CF	0.30
: Headwall / Handrail	EA	80
: Catch Basin	EA	120
: Scuppers (Includes Spillway / Handrail)	EA	120
: Spillway	EA	65
: Drywells or Trench Drains with Standard Treatment Chamber	EA	500
: Drywells with Specialized Treatment Chamber	EA	1,000
: Specialized Treatment Chamber (Stand-alone)	EA	500
: Slope Protection (Rip-Rap, Gabions, Gunnite, etc.)	SY	0.65

SY = Square Yard EA = Each LF = Linear Feet CF = Cubic Feet AC = Acre YR = Year

User Fee Description	Unit	User Fee ($)
SEWER CONSTRUCTION PERMITS		
Base Permit Fee, Plus		50
: Sewer Line	LF	1.10
: Sewer Service (New Main)	EA	23
: Sewer Tap to Existing Main	EA	80
: Cleanout	EA	50
: Main Tie-in Fee	EA	350
: Manhole	EA	185
: Drop Connection	EA	60
: Air / Vacuum Release Manhole / Value	EA	400
: Force Main	LF	1.50
: Pipe Encasement	LF	30
: Monitoring Vault and Special Structures	EA	1,500
Private Improvements - 20% Reduction		
WATER CONSTRUCTION PERMITS		
Base Permit Fee, Plus		50
: Waterline	LF	1.10
: Water Service, (New Main)	EA	23
: Water Service Tap to Existing Main, less than 2 inch	EA	80
: Water Service Tap to Existing Main, greater than 2 inch – less than 6 inch	EA	160
: Tapping Sleeve and Valve / Tie-in	EA	300
: Flush / Curb Stop / Blow-off	EA	25
: Mainline / Lateral / Fire Hydrant Valve	EA	30
: Fire Line	LF	1.10
: Fire Hydrant	EA	60
: Backflow Device up to and including 3 inches	EA	80
: Backflow Device greater than 3 inches	EA	150
: Sampling Station / Air Release Valve	EA	90
Private Improvements - 20% Reduction		
STREET LIGHTING CONSTRUCTION PERMITS		
Base Permit Fee, Plus		50
: Street Light	EA	50
CONCRETE CONSTRUCTION PERMITS		
Base Permit Fee, Plus		50
: Sidewalk and Bicycle Path and Trail	SF	0.05
: Sidewalk Ramps and Truncated Domes - Per Ramp	EA	80
: Curb and Gutter / Ribbon Curb	LF	0.25
: Valley Gutter / Apron	SF	0.40
: Driveway / Alley Apron	EA	55
: Return Style Driveway, Commercial Driveway and Bus Bay	SF	0.30
: Cut-off Wall	LF	1.50
Private Improvements - 20% Reduction		

SY = Square Yard EA = Each LF = Linear Feet CF = Cubic Feet AC = Acre YR = Year

User Fee Description	Unit	User Fee ($)
PAVING CONSTRUCTION PERMITS		
Base Permit Fee, Plus		50
: A/C Paving (Per Lift - Includes Striping)	SY	0.45
: Concrete Paving	SY	0.50
: Mill and Overlay	SY	0.30
: Slurry / Micro Seal	SY	0.10
: Adjustments: Manholes, Blow-offs, Water Valves, Gas Valves, Utility Adjustment, Clean-outs, Survey Monument Hand Holes, etc.	EA	60
: Survey Monument		
: Type A	EA	25
: Type B	EA	15
: Street Sign	EA	25
: Barricade / Guardrail	LF	4
: Pavement Utility Pothole	EA	65
Private Improvements - 20% Reduction		
LANDSCAPING PERMITS		
Base Permit Fee, Plus		50
: Landscaping	SF	0.05
Private Improvements - 20% Reduction		
DRY UTILITY PERMITS (RIGHT-OF-WAY ONLY)		
: Utility Vaults / Manholes	EA	95
: Utility Splice / Repair Pits	EA	75
: Utility Valves	EA	30
: Utility Trench	LF	0.80
OTHER (Includes Base Application Fee and Right-of-Way Permit Fee)		
Engineer Cost Estimate or Executed Construction Contract required for fee calculation.		
Structures (Bridges, Flood Retarding Structures, Flood Walls, Channel Energy Dissipation Structures, Box Culverts, Wing Walls, etc.)	Cost	3.0%
Water (Booster Stations, In-line Boosters, Wells, Pressure Reducing Stations, etc.)	Cost	3.0%
Sewer (Lift Station)	Cost	3.0%
Traffic Signal	Cost	3.0%
Other	Cost	3.0%
PAVEMENT RESTORATION FEES		
: 1 to 99 SY,, plus	SY	26
: 100 to 499 SY, plus	SY	7
: 500 to 1,759 SY, plus	SY	2
: 1,760 SY or greater	SY	0.80
NOTE: Other Utility Items - refer to individual utility fees for additional items		
OFFSITE HAULING		
Base Permit Fee, Plus		50
: Total Yards To Be Hauled	SY	0.25

SY = Square Yard EA = Each LF = Linear Feet CF = Cubic Feet AC = Acre YR = Year

User Fee Description	Unit	User Fee ($)
OVERSIZED LOAD HAULING		
Permit Fee	EA	500
MISCELLANEOUS INSPECTION FEES		
After Hours Inspection fee minimum of 4 hours	EA	560
Hourly Inspection Fees	HR	140
CLASS PERMITS		
Class 1 Permit: Minor Encroachment Permit (Block Party - Police Department)		
: Permit Process Fee		Free
: Road Side Memorials		Free
Class 1 Permit: Minor Encroachment Permit (Public Telephones, News Racks, Placing Temporary Traffic Barricades in Street, Placing Merchandise on Sidewalk for Temporary Sale, Curb Address Painting)		
: Permit Fee	EA	50
Class 2 Permit: Encroachment Permit for Sidewalk Furniture (Tables, Chairs, Umbrellas, Benches, Planters, Flower Pots)		
: Permit Fee	EA	50
Class 3 Permit: Encroachment Permit for Landscape Maintenance		
: Permit Fee, Annual Fee	EA, Annually	175
Class 4 Permit: Encroachment Permit for Telecommunications		
: License Application Fee	EA	3,500
: Telecommunication, Annual Use Rate (Without Franchise Agreement)	LF, Annually	3.18
: Permit Fee	EA	175
: All Other Permit Fees	See Section 3 Fee Tables	
Class 5 Permit: Encroachment Permit for Fiber Optic Cable, Interstation Services and Other Communication Facilities Excluded from the Definition of "Telecommunications"		
: License Application Fee	EA	3,500
: All Other " Not Telecommunications", Annual Use Rate (Without Franchise Agreement)	LF, Annually	3.18
: Permit Fee	EA	175
: All Other Permit Fees	See Section 3 Fee Tables	
Class 6 Permit: Encroachment Permit for Cable Television		
: License Application Fee	EA	3,900
: Cable TV, Annual Use Rate (Without Franchise Agreement)	LF, Annually	3.18
: Permit Fee	EA	175
: All Other Permit Fees	See Section 3 Fee Tables	

SY = Square Yard EA = Each LF = Linear Feet CF = Cubic Feet AC = Acre YR = Year

User Fee Description	Unit	User Fee ($)
Class 7 Permit: Encroachment Permit for Utilities		
: License Application Fee	EA	3,900
: Utility, Line Fee, Annual Use Rate (Without Franchise Agreement)	LF, Annually	3.18
: Permit Fee	EA	175
: All Other Permit Fees	See Section 3 Fee Tables	
Class 8 Permit: Encroachment Permit for Street Excavation		
: Permit Application Fee	EA	175
: All Other Permit Fees	See Section 3 Fee Tables	

NOTE: Application and permit fees for class permits apply to all work within the City ROW unless otherwise governed by a franchise agreement.

MISCELLANEOUS		
Street Light Improvement District (SLID) Per Ordinance 43-05, Chapter 20 of Buckeye City Code	EA	3,900
Street Light Improvement District (SLID) Modification	EA	3,900
Maintenance Improvement District (MID) Per Ordinance 42-06, Chapter 20 of Buckeye City Code	EA	3,900
Advertising Fee for those MIDs and SLIDs that have more than one property owner and are required to be posted	EA	$1,500
Posting Fee for those MIDs and SLIDs that have more than one property owner and are required to be posted	EA per 300 LF of right of way	$100
Legal fees outside of the MID and/or SLID application fee for those MIDs and SLIDs that have more than one property owner and are required to be posted	EA	As Billed by City Attorney
Other Public Works Services	Per Hour	100
Street Clean-up Fee [20-7-3]	Per Hour	100
Streetlight Back-shield	EA	250

SY = Square Yard EA = Each LF = Linear Feet CF = Cubic Feet AC = Acre YR = Year

User Fee Description	Unit	User Fee ($)
WIRELESS FACILITIES, IN ROW; FEES AND RATES, (PER HB 2365)		
Annual use fees		
ROW use fee, ($50 per year x number of SWFs)	YR	50
ROW use fee for monopoles and associated wireless facilities	Limited to not more than the direct and actual cost of managing the ROW	
Application for collocating SWFs, (existing with no modifications)		
SWF collocation,		
: 1 to 5 applications, per batch	EA	100
: 6 through 25 applications, per batch	EA	50
SWFs can be batched up to 25 SWFs per batch. : The first 5 are charged at $100 each to equal $500 : The next 20 are charged at $50 each to equal $1,000 : The total for a batch of 25 applications will be $1,500		
Application for utility pole and monopole, (new or existing with modifications)		
New, replacement or modified utility poles **NOT** subject to zoning review	EA	750
New, replacement or modified monopoles and utility poles and collocation or wireless facilities subject to zoning review	EA	1,000
Inspection Fees		
:Inspection fees for small wireless facilities	HR	140

SY = Square Yard EA = Each LF = Lineal Feet CF = Cubic Feet AC = Acre YR = Year HR = Hour

END OF SECTION 3

SECTION 4: Building Safety, Vertical Construction

Fee Structure: All fees charged as detailed below.

1. Per services listed in Building Safety section.
2. Various fees classified as Based on Valuation (BOV) are based on valuation tables as required by international building codes (See Valuation Chart and Table 1-A).
   a. All BOV Plan Review Fees shall be 65% of the calculated Permit Fee and are in addition to the Permit Fee.
   b. Plan Review Fee payment is required at time of submittal for all BOV permits.
   c. Revised BOV permits will be charged a permit revision and a plan review fee of $130 per hour.
3. All Subsequent Reviews, 3rd review and beyond, will be charged on an hourly basis at $130 per hour.
4. Expired permit fees are calculated as new permit fees.

Services Included under User Fee Schedule

1. Associated clerical costs for processing and maintaining City records and archiving, preparation of various correspondences, scheduling meetings, etc.

User Fee Description	User Fee ($)
ADMINISTRATIVE FEES	
Building Board of Appeals, Per Appeal	1,575
Building Code Modifications, Per Request	150
Inspections (Outside Normal Business Hours {$140 per hour, 4 hour minimum})	560
Permit Revision Fee	55
Re-inspection Fees (minimum 24 hour wait prior to request for re-inspection)	140
Permit Cancellation Fee - Processing Fee	55
Stamping of Additional Approved Plans (After Two Initial Sets), Each	70
PLAN REVIEW FEES - FEE-BASED OR BASED ON VALUATION	
Plot (Site) Plan Review for Residential Homes, Per Plot Plan	55
Preliminary Fee for Review of Standard Residential Plans, Per Standard Plan (65% of Building Permit Fee per ICC - $1,000 Initial Submittal Fee due at submission with remaining balance due at permit issuance)	BOV*
Photovoltaic System - Residential Standard Plan Review	155
Wall Standard Plan Review	185
Swimming Pool Standard Plan Review	200
SINGLE FAMILY RESIDENCE	
: Tract Homes (65% of Building Permit Fee per ICC), 1st and 2nd Review	BOV*
: Truss Calculation Review, Residential, 1st and 2nd Review, Per Standard	280
: Custom Homes (65% of Building Permit Fee per ICC), 1st and 2nd Review	BOV*
: Truss Calculation Review, Residential, 1st and 2nd Review, Per Structure	280

*NOTE: *BOV: Based on Valuation (See Table 1-A)*

User Fee Description	User Fee ($)
COMMERCIAL BUILDING	
Commercial Building (65% of Building Permit Fee per ICC), 1st and 2nd Review	BOV*
Racking (Deferred) Review, Commercial, 1st and 2nd Review, Per Facility	BOV*
Truss Calculation Review, Commercial, 1st and 2nd Review, Per Structure	320
Tenant Improvements	BOV*
UTILITY PERMIT FEES (ELECTRICAL, MECHANICAL, HVAC, PLUMBING, GAS, ETC.)	
AC Unit, Replace or Upgrade, Commercial or Residential (per unit)	75
Backflow Preventer, Commercial	135
Electrical, (Includes Clearance)	
: Meter Clearance (Up to 200 AMP)	200
: Meter Clearance (201 to 400 AMP)	260
: Service Entrance Section (Up to 400 AMP), Per Meter	260
: Service Entrance Section (400 AMP and Above), Per Meter	BOV*
: Electrical Panel	260
: Panel De-rate, Residential	260
: Power Pedestal, Per Meter	260
Electrical	
: Commercial, Misc.	BOV*
: Residential, Misc.	BOV*
: Residential, Individual Run	50
: Temporary Service	260
: Temporary, Overhead Service	260
Plumbing	
: Commercial, Misc.	BOV*
: Residential, Misc.	BOV*
Gas Line	
: Commercial, Misc.	BOV*
: Commercial, Meter Clearance	100
: Residential, Misc.	BOV*
: Residential, Meter Clearance	100
Generators	
: Permanent, Per Generator	BOV*
: Temporary (10,000 Watts and Above), Per Generator	190
Photovoltaic System, Residential	150
Water Heater	
: Per Unit	25
OCCUPANCY PERMIT FEES	
Certificate of Occupancy, Residential and Commercial, Per Residence or Building	100
Change of Occupancy Permit, Each	200

*NOTE: *BOV: Based on Valuation (See Table 1-A)*

User Fee Description	User Fee ($)
MISCELLANEOUS PERMIT FEES - BASED ON VALUATION (SEE TABLE 1-A AND VALUATION CHART BY OCCUPANCY GROUP)	
(Work Commenced Prior to Permit Issuance), - 100% of Permit Fee - Applies to all Permits	Equal to the Calculated Permit Fee
Patios, Decks, Ramadas, etc.	BOV*
Remodel Fee	BOV*
Sign Permit	BOV*
Walls - Themed, Retaining and Perimeter	BOV*
Water Damage	BOV*
MISCELLANEOUS PERMIT FEES - FEE-BASED	
Building Demolitions	
: Residential Accessory, Per Structure	160
: Structures Other than Single Family Residence, Per Structure	260
: Single Family Residence, Per Structure	230
Building Moving, Per Structure	3,000
Fences	
: Block, Privacy, Wrought Iron, Chain-link, Vinyl, Wood, etc.	190
: Pool Barrier	50
Fire Repair / Restoration , Per Inspection Trip	140
Manufactured Home Set (Per Office of Manufactured Housing Intergovernmental Agreement)	350
Community Flag pole (per pole)	200
Model Home Complex, Per Application (Fee Combined with Planning Fee)	300
Model Home Sales Trailer/Other Sales Trailers, Per Trailer	260
: Garage Conversion	200
: Garage Conversion Restoration	310
Roof Replacement (Single Family Residence) All other: BOV*	180
Spas/Hot Tubs/Pools (Single Family Residence) All other: BOV*	
: Above-Ground (Pool or Spa)	190
: In-Ground Spa	
: Pre-Fabricated	260
: Site Built	330
: In-Ground Pool (With Approved Standard Plan)	330
: In-Ground Spa / Pool Combination (With Approved Standard Plan)	340
Stucco (Single Family Residence) All other BOV*	260
Trailers, Temporary (example, Construction Trailers)	260
Window Replacement	BOV*
Miscellaneous Inspections or Service for which no fee is specifically indicated (hourly rate)	140

*NOTE: *BOV: Based on Valuation (See Table 1-A)*

TABLE 1-A	
Total Valuation	Fee
Total Valuation $1.00 to $500.00	$50
Total Valuation $500.01 to $2,000.00	$50 for the first $500 plus $5 for each additional $100 or fraction thereof, to and including $2,000
Total Valuation $2,000.01 to $25,000.00	$125 for the first $2,000 plus $18.35 for each additional $1,000 or fraction thereof, to and including $25,000
Total Valuation $25,000.01 to $50,000.00	$547 for the first $25,000 plus $13.33 for each additional $1,000 or fraction thereof, to and including $50,000
Total Valuation $50,000.01 to $100,000.00	$880 for the first $50,000 plus $12.17 for each additional $1,000 or fraction thereof, to and including $100,000
Total Valuation $100,000.01 to $500,000.00	$1,489 for the first $100,000 plus $8.03 for each additional $1,000 or fraction thereof, to and including $500,000
Total Valuation $500,000.01 to $1,000,000.00	$4,699 for the first $500,000 plus $7.26 for each additional $1,000 or fraction thereof, to and including $1,000,000
Total Valuation $1,000,000.01 and up	$8,329 for the first $1,000,000 plus $5 for each additional $1,000 or fraction thereof

Valuation chart may be updated in accordance with Building Standards Magazine or as published
Updated July 1, 2018

END OF SECTION 4

SECTION 5: Fire Safety

Fee Structure: All fire fees listed are flat fees unless otherwise indicated.
Services Included under User Fee Schedule

1. Associated clerical costs for processing and maintaining City records and archiving, preparation of various correspondences, scheduling meetings, etc.
2. Expired permit fees are calculated as new permit fees.

User Fee Description	User Fee ($)
FEE TYPE	
Alarms, Per Facility	590
Alarms, Tenant Improvements	305
Alarm Modification	305
Sprinklers, Per Facility	
: Tenant Improvements	330
: Residential	315
Sprinkler Standard Plan Review	160
Sprinklers, Per Facility	
: Commercial – Less than 30,000 sq. ft.	590
: Commercial - 30,000 sq. ft. or greater and up to 90,000 sq. ft.	775
: Commercial - 90,000 sq. ft. or greater and up to 120,000 sq. ft.	945
: Commercial - 120,000 sq. ft. or greater	1,460
Sprinklers Modification	350
Flow Test	100
Automatic Kitchen Hood System	340
Propane Tank	
: Tank Cage (Each)	260
: Commercial and Residential LPG (Propane) Above Ground (Per Tank)	305
: Commercial and Residential LPG (Propane) Underground (Per Tank)	420
Tent / Canopy, Temporary, Per Tent greater than 200 sq. ft.	275
Fire Access Gates, Knox Box, Knox Locks, Knox Key Switch or Opticom	100
Alternative Fire Extinguishing System	510
Fire Pump Inspection (Each)	680
Fire Pump Modification	500
Annual Hazardous Materials Operational Permit	410
License Inspections	
: Educational Facilities	340
: Daycare - Residential	270
: Daycare - Commercial	340
: Licensed Adult Care Facilities - Commercial	340
: Licensed Adult Care Facilities - Residential	270
: Outpatient Services	305
Blasting Operations (Per Blasting - 30 Day Permit Expiration)	560
Fireworks	
: Fireworks (0 to 30 Shells, per show - shell diameter less than 3 inches)	100
: Fireworks (31 Shells and up, per show)	250
Consumer Fireworks Retail Sales – 30 Day	410
Residential Compressed Gas	340
Temporary Fuel Tank, (permit issued for 180 days)	330

END OF SECTION

SECTION 6: Business Licenses

User Fee Description	User Fee ($)
FEE TYPE	
Alarm Agent	
Application Fee (Fingerprinting Fee Applicable)	100
Agent Fee	100
Alarm Business	
Application Fee (Fingerprinting Fee Applicable)	100
Annual Fee	100
Care Facilities	
Application Fee (Fingerprinting Fee Applicable)	25
Annual Fee	40
Carnivals, Circus and Road Shows	
Application Fee	25
Daily Fee	100
Contractors and Builders	
Application Fee	25
Annual Fee	100
Digital Billboard	
Application Fee	0
Monthly Fee	0
Marijuana Dispensaries	
Application Fee (Fingerprinting Fee Applicable)	1,000
Investigation Fee	1,000
Annual License Fee	100
Employee Application Fee	200
Massage Parlor	
Application Fee (Fingerprinting Fee Applicable)	100
Annual License Fee	100
Employee Application Fee	100
Mercantile Business – Wholesale and Retail	
Application Fee	25
Annual Fee	40
Mobile Food Vendors	
Application Fee (Fingerprinting Fee Applicable)	25
Monthly Fee	50
Annual Fee	150
Mobile Vendors	
Application Fee (Fingerprinting Fee Applicable)	25
Monthly Fee	50
Annual Fee	100
Professional & Personal Services	
Application Fee	25
Annual Fee	40
Restaurants and Bars	
Application Fee	25
Annual Fee	40

Sexually Oriented Business	
Application Fee (Fingerprinting Fee Applicable)	1,000
Investigation Fee	1,000
Annual License Fee	100
Employee Application Fee	200
Solicitors and Peddlers – Fixed Base Business in Buckeye	
Application Fee (Fingerprinting Fee Applicable)	25
Annual Fee	100
Solicitors & Peddlers – No Business Location in Buckeye	
Application Fee (Fingerprinting Fee Applicable)	25
Annual Fee	250
Special Event – Sponsors - Each Event	100
Tattoo and/or Body Piercing Establishment	
Application Fee (Fingerprinting Fee Applicable)	100
Annual Fee	100
Employee Application Fee	100
Background and Fingerprinting Fee (Per Applicant)	50
Late Fee	25
Reinstatement or Replacement Fee	25

END OF SECTION

SECTION 7: Incentive District

Fee Structure: All fees charged as detailed below.

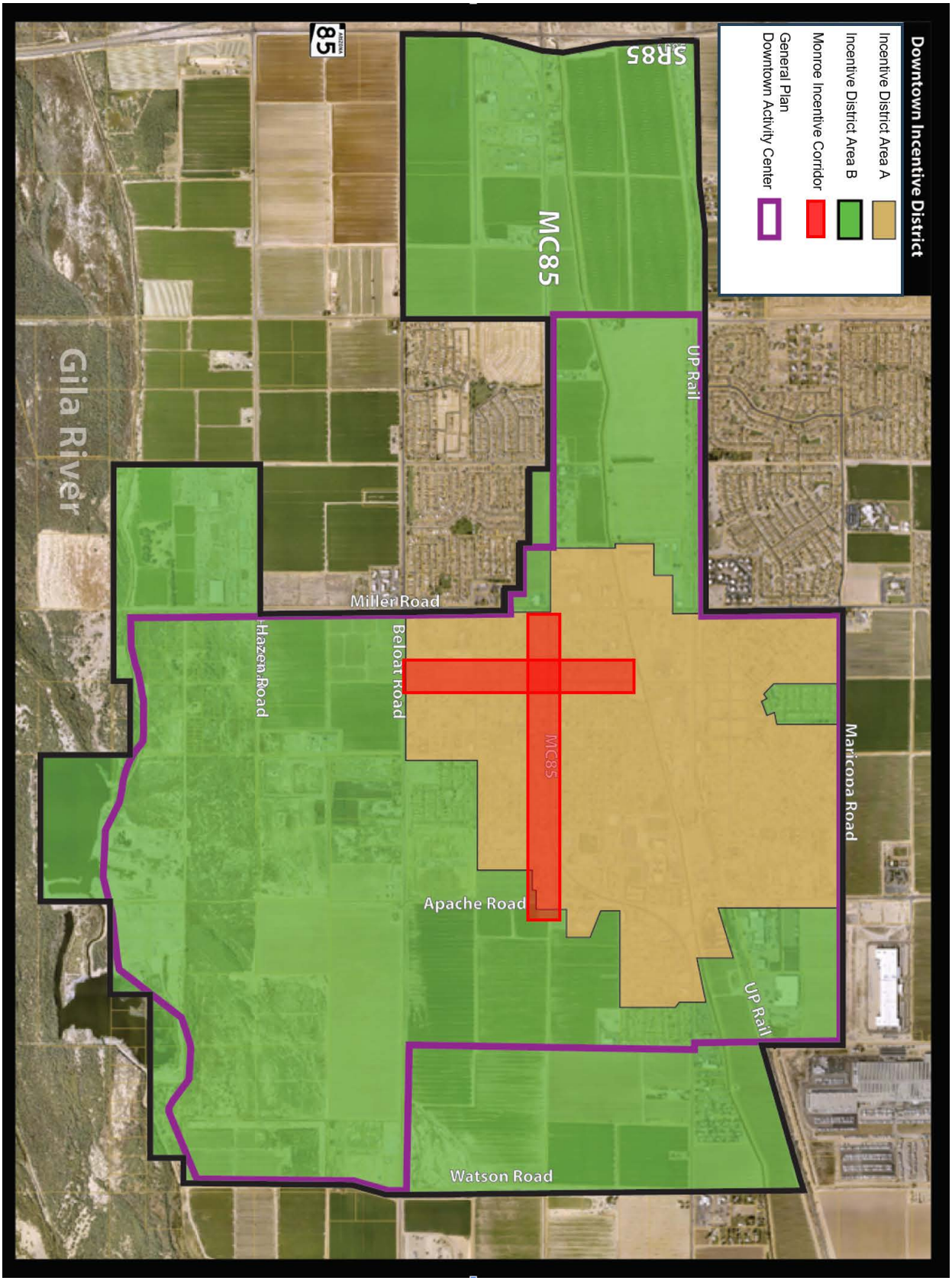
1. Downtown Incentive District
    a. This district is to incentivize the downtown Buckeye area for redevelopment and growth.
    b. The incentive for this area is a 75% reduction on all **User Fees as identified in this document** with the exception of items (c) and (d) below.
    c. The incentive does not apply to the following;
        i. The Office of Manufactured Housing Set Fee
        ii. Business License Fees
        iii. All Class Permits, (Section 3)
        iv. MIDS and SLIDS, (Section 3)
        v. Annual Fees as listed under the Class Permits, (Section 3)
        vi. All fees adopted under other council action or other fees schedules such as;
            1. Development Impact Fees
            2. Water Fees
        vii. Unincorporated land developed through Maricopa County
    d. Within Incentive Area B (as shown on the following map) the incentive does not apply to the following land uses. Note, there are no restricted land uses for Incentive Area A;
        i. Single-Family Residential
        ii. Multi-Family Residential with less than fifteen (15) dwelling units per acre net density
        iii. Mobile Home Park
        iv. Manufactured Home Subdivision
        v. Group Living Use Category uses
        vi. Marijuana related uses
        vii. Telecommunication Facility Use Category uses
        viii. Vehicle Storage
        ix. Resource Extraction
        x. Storage Yard
        xi. Waste and Salvage Use Category uses
        xii. Temporary Uses.

    e. Incentive Area B will be offered until December 31, 2035, unless modified by the City Council.

    f. Monroe Incentive Corridor (MIC). A 100% full reduction of fees, as excepted in this Section, will apply to properties that direct frontage on either Monroe Avenue between Miller Road (1st Street) and Baseline Road and/or 4th Street between Narramore Avenue and Irwin Avenue. The Monroe Incentive Corridor does not apply to properties with obsolete zoning and only applies to land uses allowed within the Downtown Commercial (DC) zoning district.

g. The pictorial area for the Downtown Incentive Districts A and B, and the Monroe Incentive Corridor are identified on the following map. Incentive Districts A and B are not inclusive of each other – the boundaries are unique and distinct without overlapping. The MIC, however, intersects Incentive District A in such a way that project failing to meet the MIC requirements may still qualify for the Incentive District A benefits.

h. The Legal Description for the Downtown Incentive Districts are on the following pages. The MIC is defined in subsection f. above.


Downtown Incentive District
Incentive District Area A
Incentive District Area B
Monroe Incentive Corridor
General Plan
Downtown Activity Center
SR85
MC85
UP Rail
Gila River
Miller Road
Hazen Road
Beloat Road
MC85
Maricopa Road
Apache Road
UP Rail
Watson Road

LEGAL DESCRIPTION
FOR
CITY OF BUCKEYE
DOWNTOWN INCENTIVE DISTRICT A

A PARCEL OF LAND SITUATED IN A PORTION OF SECTIONS 4, 5 AND 6, TOWNSHIP 1 SOUTH, RANGE 3 WEST AND SECTIONS 32 AND 33, TOWNSHIP 1 NORTH, RANGE 3 WEST OF GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 5;

THENCE EAST, ALONG AND WITH THE SOUTH LINE OF SAID SECTION 15, TO THE SOUTH QUARTER CORNER THEREOF;

THENCE DEPARTING SAID SOUTH LINE, NORTH ALONG AND WITH THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 5, SAME BEING THE CENTERLINE OF SOUTH 7TH STREET, TO ITS INTERSECTION WITH THE CENTERLINE OF EAST CENTRE AVENUE;

THENCE EAST, ALONG AND WITH THE CENTERLINE OF EAST CENTRE AVENUE, TO ITS INTERSECTION WITH THE CENTERLINE OF SOUTH 9TH STREET;

THENCE CONTINUING EAST, ALONG AND WITH THE NORTH LINE OF MOUNTAIN VIEW ESTATES, A SUBDIVISION RECORDED IN BOOK 828 OF MAPS ON PAGE 34, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN INSTRUMENT 1997-0311804, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH, ALONG AND WITH THE EAST LINE OF SAID PARCEL, 1010 FEET, MORE OR LESS, TO THE CENTERLINE OF AN IRRIGATION DITCH;

THENCE EASTERLY, ALONG AND WITH SAID IRRIGATION DITCH, 361 FEET, MORE OR LESS;

THENCE NORTHERLY, ALONG AND WITH SAID IRRIGATION DITCH, 64 FEET, MORE OR LESS;

THENCE EASTERLY, ALONG AND WITH SAID IRRIGATION DITCH, 305 FEET, MORE OR LESS, TO THE EAST LINE OF THE AFORSAID SECTION 5;

THENCE NORTH, ALONG AND WITH SAID EAST LINE, TO THE EAST QUARTER CORNER OF SAID SECTION 5;

THENCE CONTINUING NORTHERLY, ALONG AND WITH SAID EAST LINE, TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN DOCKET 5040 ON PAGE 179, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE EASTERLY, ALONG AND WITH THE SOUTH LINE OF SAID PARCEL, 250 FEET TO ITS SOUTHEAST CORNER;

THENCE NORTHERLY, ALONG AND WITH THE EAST LINE OF SAID PARCEL, TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN INSTRUMENT 2007-1118860, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE EASTERLY, ALONG AND WITH THE SOUTH LINE OF SAID PARCEL, TO ITS SOUTHEAST CORNER;

THENCE NORTHERLY, ALONG AND WITH THE EAST LINE OF SAID PARCEL, TO THE NORTHEAST CORNER THEREOF;

THENCE NORTHWESTERLY, ALONG AND WITH THE NORTH LINE OF SAID PARCEL, TO ITS INTRESECTION WITH THE EAST LINE OF THE AFORESAID SECTION 4;

THENCE NORTH, ALONG AND WITH THE EAST LINE OF SAID SECTION 4, TO THE SOUTHWEST CORNER OF LOT 4 OF SAID SECTION 4;

THENCE EAST, ALONG AND WITH THE SOUTH LINE OF SAID LOT 4, TO THE SOUTHEAST CORNER OF SHEPARD ESTATES UNIT ONE, A SUBDIVISION RECORDED IN BOOK 81 OF MAPS ON PAGE 13, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTHERLY, ALONG AND WITH THE EAST LINE OF SAID SUBDIVISION, TO THE NORTHEAST CORNER THEREOF IN THE NORTH LINE OF SAID SECTION 4;

THENCE WESTERLY, ALONG AND WITH THE NORTH LINE OF SAID SECTION 4, TO THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 4 OF EAST SUNLAND, A SUBDIVISION RECORDED IN BOOK 42 OF MAPS ON PAGE 24, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH, ALONG AND WITH THE EAST LINE OF SAID LOT 4, TO THE NORTHEAST CORNER THEREOF IN THE NORTH LINE OF SAID SUBDIVISION;

THENCE WESTERLY, ALONG AND WITH THE NORTH LINE OF SAID SUBDIVISION, TO THE SOUTHERLY PROLONGATION OF THE EAST LINE OF THE WEST 896 FEET OF THE AFORESAID SECTION 33;

THENCE NORTHERLY, ALONG AND WITH SAID EAST LINE, TO THE SOUTH LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY;

THENCE SOUTHWESTERLY, ALONG AND WITH SAID SOUTH RIGHT OF WAY LINE, TO THE WEST LINE OF THE AFORESAID SECTION 33;

THENCE NORTH, ALONG AND WITH SAID WEST LINE, TO THE WEST QUARTER CORNER OF SAID SECTION 33;

THENCE DEPARTING SAID WEST LINE, ALONG AND WITH THE EAST-WEST MID-SECTION LINE OF THE AFORESAID SECTION 32, TO THE NORTHEAST CORNER OF BUCKEYE PARK, A SUBDIVISION RECORDED IN BOOK 565 OF MAPS ON PAGE 15, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH, WESTERLY AND NORTH, ALONG AND WITH AND CIRCUMVENTING THE PERIMETER OF SAID BUCKEYE PARK, WITH THE FINAL BEARING OF NORTH 00 DEGREES 08 MINUTES 11 SECONDS WEST, 1187.28 FEET TO THE SAID EAST-WEST MID-SECTION LINE;

THENCE WEST, ALONG AND WITH SAID EAST-WEST MID-SECTION LINE TO THE WEST QUARTER CORNER OF THE AFORESAID SECTION 32;

THENCE SOUTH, ALONG AND WITH THE WEST LINE OF SAID SECTION 32, TO THE SOUTHWEST CORNER THEREOF;

THENCE SOUTH, ALONG AND WITH THE WEST LINE OF THE AFORESAID SECTION 5, TO THE EASTERLY PROLONGATION OF THE NORTH LINE OF LOT 10 OF VALENCIA, A SUBDIVISION RECORDED IN BOOK 21 OF MAPS ON PAGE 44, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE WESTERLY, ALONG AND WITH THE NORTH LINES OF LOTS 10, 9 AND 8, TO THE NORTHWEST CORNER OF LOT 8 OF SAID VALENCIA;

THENCE SOUTH, ALONG AND WITH THE WEST LINE OF SAID LOT 8, TO THE SOUTH RIGHT OF WAY LINE OF INDUSTRIAL STREET PER SAID MAP OF VALENCIA;

THENCE WEST, ALONG AND WITH SAID SOUTH RIGHT OF WAY LINE, TO THE WEST LINE OF SAID VALENCIA;

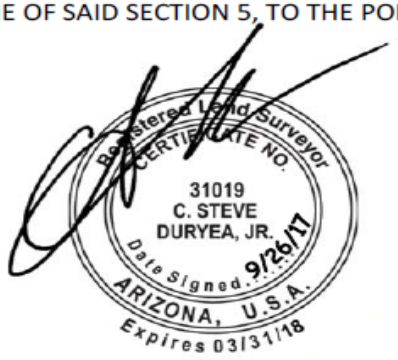
THENCE SOUTH, ALONG AND WITH SAID WEST LINE, TO THE NORTH RIGHT OF WAY LINE OF BUCKEYE CANAL;

THENCE NORTHEASTERLY, ALONG AND WITH SAID NORTH RIGHT OF WAY LINE, TO ITS INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EAST RIGHT OF WAY LINE OF SOUTH 253RD AVENUE;

THENCE SOUTH, ALONG AND WITH SAID EAST RIGHT OF WAY LINE, TO THE EAST-WEST MID-SECTION LINE OF THE AFORESAID SECTION 6, SAME BEING THE CENTERLINE OF EAST MONROE AVENUE;

THENCE EAST, ALONG AND WITH SAID EAST-WEST MID-SECTION LINE, TO THE WEST QUARTER CORNER OF THE AFORESAID SECTION 5;

THENCE SOUTH, ALONG AND WITH THE WEST LINE OF SAID SECTION 5, TO THE POINT OF BEGINNING.



LEGAL DESCRIPTION
FOR
CITY OF BUCKEYE
DOWNTOWN INCENTIVE DISTRICT B

A PARCEL OF LAND SITUATED IN A PORTION OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 4 WEST, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 4 WEST, SECTIONS 31 THROUGH 33, TOWNSHIP 1 NORTH, RANGE 3 WEST AND SECTIONS 4 THROUGH 9 AND 17, TOWNSHIP 1 SOUTH, RANGE 3 WEST OF GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 1;

THENCE NORTH, ALONG AND WITH THE WEST LINE OF SAID SECTION 1 TO THE NORTHWEST CORNER THEREOF;

THENCE NORTH, ALONG AND WITH THE WEST LINE OF THE AFORESAID SECTION 36 TO THE CENTERLINE OF BASELINE ROAD;

THENCE DEPARTING SAID WEST LINE, EASTERLY ALONG AND WITH THE CENTERLINE OF BASELINE ROAD TO THE INTERSECTION WITH MILLER ROAD, SAID POINT ALSO BEING ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE AFORESAID SECTION 32;

THENCE NORTH, ALONG AND WITH SAID WEST LINE TO THE WEST QUARTER CORNER OF SAID SECTION 32, ALSO BEING THE INTERSECTION OF MILLER ROAD AND MARICOPA ROAD;

THENCE EAST, ALONG THE EAST-WEST MID-SECTION LINE OF SECTIONS 32 AND 33 TO THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 33;

THENCE SOUTH, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 33 TO THE SOUTH RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD;

THENCE NORTHEASTERLY ALONG AND WITH SAID RIGHT OF WAY LINE, TO THE POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE AFORESAID SECTION 33, ALSO BEING MILLER ROAD;

THENCE SOUTH, ALONG AND WITH SAID EAST LINE TO THE SOUTHEAST CORNER OF SAID SECTION 33, ALSO BEING A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE AFORESAID SECTION 4 AND BEING A POINT ON BASELINE ROAD;

THENCE EAST, ALONG AND WITH SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID SECTION 4;

THENCE SOUTH, ALONG AND WITH THE EAST LINE OF SAID SECTION 4 TO THE SOUTHEAST CORNER OF SAID SECTION 4, ALSO BEING A POINT ON BELOAT ROAD AND BEING THE *NORTHEAST CORNER OF THE AFORESAID SECTION 9;

*THENCE ALONG AND WITH THE EAST OF LINE OF SAID SECTION 9 TO POINT AT THE CENTERLINE OF THE DRAINAGE DITCH;

THENCE CONTINUING ALONG AND WITH SAID DRAINAGE DITCH IN A SOUTHWESTLRY DIRECTION TO A POINT THAT IS 150 FEET EAST LINE OF SAID SECTION 9 TO A POINT ON THE NORTH LINE OF THE FINAL PLAT OF EAST ALLENVILLE, RECORDED IN BOOK 31, PAGE 41, RECORDS OF MARIPOA COUNTY, ARIONA;

THENCE DEPARTING SAID DRAINAGE DITCH, WESTERLY, ALONG AND WITH SAID NORTH LINE TO THE NORTHWEST CORNER OF LOT 15 OF SAID PLAT;

THENCE SOUTH, ALONG AND WITH THE WEST LINE OF SAID LOT 15 TO THE SOUTHWEST CORNER OF SAID LOT 15, ALSO BEING A POINT ON THE NORTH LINE OF NUTTALL AVENUE;

THENCE WEST, ALONG AND WITH THE NORTH LINE OF SAID NUTTAL AVENUE, TO THE SOUTHEAST CORNER OF LOT ;

THENCE DEPARTING SAID NORTH LINE, SOUTH, TO THE SOUTHEAST CORNER OF LOT 28, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE AFORESAID SESTION 9, SAID POINT ALSO BEING ON HAZEN ROAD;

THENCE WEST, ALONG AND WITH SAID SOUTH LINE TO THE NORTHEAST CORNER OF THE AFORESAID SECTION 17, ALSO BEING THE INTERSECTION OF APACHE ROAD AND HAZEN ROAD ;

THENCE SOUTH, ALONG AND WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17 TO THE 16TH CORNER OF SAID EAST LINE;

THENCE DEPARTING SAID EAST LINE, WEST, ALONG AND WITH SAID 16TH LINE, TO THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 17;

THENCE NORTH, ALONG AND WITH SAID NORTH-SOUTH MID-SECTION LINE TO THE SOUTH QUARTER CORNER OF THE AFORESAID SECTION 8;

THENCE NORTH, ALONG AND WITH THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 8, A DISTANCE OF 330 FEET TO THE EASTERLY PROLONGATION OF THE NORTH LINE OF LOTS 1 AND 8, BLOCK 6 OF THE AMENDED PLAT OF ALLENVILLE, RECORDED IN BOOK 35, PAGE 37, RECORDS OF MARIPOA COUNTY, ARIZONA;

THENCE WEST, ALONG AND WITH SAID NORTH LINE TO CENTERLINE OF FOURTH STREET;

THENCE SOUTH, ALONG AND WITH SAID CENTERLINE TO THE 16TH CORNER OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE AFORESAID SECTION 8, ALSO BEING A POINT ON HAZEN ROAD;

THENCE WEST, ALONG AND WITH THE SOUTH LINE OF SECTION 8 TO THE SOUTHEAST CORNER OF THE AFOREAID SECTION 7, ALSO BEING THE INTERSECTION OF MILLER ROAD AND HAZEN ROAD;

THENCE WEST, ALONG AND WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7 TO THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 7;

THENCE NORTH, ALONG AND WITH SAID NORTH-SOUTH MID-SECTION LINE TO THE EAST-WEST MID-SECTION LINE OF SAID SECTION 7;

THENCE EAST, ALONG AND WITH THE EAST-WEST MID-SECTION LINE OF SAID SECTION 7 TO THE EAST QUARTER CORNER OF SAID SECTION 7;

THENCE NORTH ALONG AND WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7 TO THE SOUTHEAST CORNER OF THE AFORESAID SECTION 6;

THENCE NORTH, ALONG AND WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6 TO THE SOUTHEAST CORNER OF INSTRUMENT 2019-0870901, RECORDS OF MARIPOA COUNTY, ARIZONA;

THENCE ALONG AND WITH THE SOUTHERLY AND WESTERLY LINES OF SAID INSTRUMENT TO THE NORTH-SOUTH MID-SECTION LINE OF THE AFOFESAID SECTION 6;

THENCE NORTH, ALONG AND WITH SAID NORTH-SOUTH MID-SECTION LINE TO THE EAST-WEST MID-SECTION LINE OF SAID SECTION 6;

THENCE WEST, ALONG AND WITH SAID EAST-WEST MID-SECTION LINE, TO THE EAST QUARTER CORNER OF THE AFORESAID SECTION 1;

THENCE SOUTH, ALONG AND WITH SAID EAST LINE OF THE SOUTHEAST QUARTER TO THE SOUTHEAST CORNER OF SAID SECTION 1, ALSO BEING A POINT ON BELOAT ROAD;

THENCE WEST, ALONG AND WITH THE SOUTH LINE OF SAID SECTION 1 TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM

A PARCEL OF LAND SITUATED IN A PORTION OF SECTIONS 4, 5 AND 6, TOWNSHIP 1 SOUTH, RANGE 3 WEST AND SECTIONS 32 AND 33, TOWNSHIP 1 NORTH, RANGE 3 WEST OF GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 5;

THENCE EAST, ALONG AND WITH THE SOUTH LINE OF SAID SECTION 5, TO THE SOUTH QUARTER CORNER THEREOF;

THENCE DEPARTING SAID SOUTH LINE, NORTH ALONG AND WITH THE NORTH-SOUTH MIDSECTION LINE OF SAID SECTION 5, SAME BEING THE CENTERLINE OF SOUTH 7TH STREET, TO ITS INTERSECTION WITH THE CENTERLINE OF EAST CENTRE AVENUE;

THENCE EAST, ALONG AND WITH THE CENTERLINE OF EAST CENTRE AVENUE, TO ITS INTERSECTION WITH THE CENTERLINE OF SOUTH 9TH STREET;

THENCE CONTINUING EAST, ALONG AND WITH THE NORTH LINE OF MOUNTAIN VIEW ESTATES, A SUBDIVISION RECORDED IN BOOK 828 OF MAPS ON PAGE 34, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN INSTRUMENT 1997-0311804, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH, ALONG AND WITH THE EAST LINE OF SAID PARCEL, 1010 FEET, MORE OR LESS, TO THE CENTERLINE OF AN IRRIGATION DITCH;

THENCE EASTERLY, ALONG AND WITH SAID IRRIGATION DITCH, 361 FEET, MORE OR LESS;

THENCE NORTHERLY, ALONG AND WITH SAID IRRIGATION DITCH, 64 FEET, MORE OR LESS;

THENCE EASTERLY, ALONG AND WITH SAID IRRIGATION DITCH, 305 FEET, MORE OR LESS, TO THE EAST LINE OF THE AFORSAID SECTION 5;

THENCE NORTH, ALONG AND WITH SAID EAST LINE, TO THE EAST QUARTER CORNER OF SAID SECTION 5;

THENCE CONTINUING NORTHERLY, ALONG AND WITH SAID EAST LINE, TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN DOCKET 5040 ON PAGE 179, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE EASTERLY, ALONG AND WITH THE SOUTH LINE OF SAID PARCEL, 250 FEET TO ITS SOUTHEAST CORNER;

THENCE NORTHERLY, ALONG AND WITH THE EAST LINE OF SAID PARCEL, TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN INSTRUMENT 2007-1118860, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE EASTERLY, ALONG AND WITH THE SOUTH LINE OF SAID PARCEL, TO ITS SOUTHEAST CORNER;

THENCE NORTHERLY, ALONG AND WITH THE EAST LINE OF SAID PARCEL, TO THE NORTHEAST

CORNER THEREOF;

THENCE NORTHWESTERLY, ALONG AND WITH THE NORTH LINE OF SAID PARCEL, TO ITS INTRESECTION WITH THE EAST LINE OF THE AFORESAID SECTION 4;

THENCE NORTH, ALONG AND WITH THE EAST LINE OF SAID SECTION 4, TO THE SOUTHWEST CORNER OF LOT 4 OF SAID SECTION 4;

THENCE EAST, ALONG AND WITH THE SOUTH LINE OF SAID LOT 4, TO THE SOUTHEAST CORNER OF SHEPARD ESTATES UNIT ONE, A SUBDIVISION RECORDED IN BOOK 81 OF MAPS ON PAGE 13, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTHERLY, ALONG AND WITH THE EAST LINE OF SAID SUBDIVISION, TO THE NORTHEAST CORNER THEREOF IN THE NORTH LINE OF SAID SECTION 4;

THENCE WESTERLY, ALONG AND WITH THE NORTH LINE OF SAID SECTION 4, TO THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 4 OF EAST SUNLAND, A SUBDIVISION RECORDED IN BOOK 42 OF MAPS ON PAGE 24, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH, ALONG AND WITH THE EAST LINE OF SAID LOT 4, TO THE NORTHEAST CORNER THEREOF IN THE NORTH LINE OF SAID SUBDIVISION;

THENCE WESTERLY, ALONG AND WITH THE NORTH LINE OF SAID SUBDIVISION, TO THE SOUTHERLY PROLONGATION OF THE EAST LINE OF THE WEST 896 FEET OF THE AFORESAID SECTION 33;

THENCE NORTHERLY, ALONG AND WITH SAID EAST LINE, TO THE SOUTH LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY;

THENCE SOUTHWESTERLY, ALONG AND WITH SAID SOUTH RIGHT OF WAY LINE, TO THE WEST LINE OF THE AFORESAID SECTION 33;

THENCE NORTH, ALONG AND WITH SAID WEST LINE, TO THE WEST QUARTER CORNER OF SAID SECTION 33;

THENCE DEPARTING SAID WEST LINE, ALONG AND WITH THE EAST-WEST MID-SECTION LINE OF THE AFORESAID SECTION 32, TO THE NORTHEAST CORNER OF BUCKEYE PARK, A SUBDIVISION RECORDED IN BOOK 565 OF MAPS ON PAGE 15, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH, WESTERLY AND NORTH, ALONG AND WITH AND CIRCUMVENTING THE PERIMETER OF SAID BUCKEYE PARK, WITH THE FINAL BEARING OF NORTH 00 DEGREES 08 MINUTES 11 SECONDS WEST, 1187.28 FEET TO THE SAID EAST-WEST MID-SECTION LINE;

THENCE WEST, ALONG AND WITH SAID EAST-WEST MID-SECTION LINE TO THE WEST QUARTER CORNER OF THE AFORESAID SECTION 32;

THENCE SOUTH, ALONG AND WITH THE WEST LINE OF SAID SECTION 32, TO THE SOUTHWEST CORNER THEREOF;

THENCE SOUTH, ALONG AND WITH THE WEST LINE OF THE AFORESAID SECTION 5, TO THE EASTERLY PROLONGATION OF THE NORTH LINE OF LOT 10 OF VALENCIA, A SUBDIVISION RECORDED IN BOOK 21 OF MAPS ON PAGE 44, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE WESTERLY, ALONG AND WITH THE NORTH LINES OF LOTS 10, 9 AND 8, TO THE NORTHWEST CORNER OF LOT 8 OF SAID VALENCIA;

THENCE SOUTH, ALONG AND WITH THE WEST LINE OF SAID LOT 8, TO THE SOUTH RIGHT OF WAY LINE OF INDUSTRIAL STREET PER SAID MAP OF VALENCIA;

THENCE WEST, ALONG AND WITH SAID SOUTH RIGHT OF WAY LINE, TO THE WEST LINE OF SAID VALENCIA;

THENCE SOUTH, ALONG AND WITH SAID WEST LINE, TO THE NORTH RIGHT OF WAY LINE OF BUCKEYE CANAL;

THENCE NORTHEASTERLY, ALONG AND WITH SAID NORTH RIGHT OF WAY LINE, TO ITS INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EAST RIGHT OF WAY LINE OF SOUTH 253RD AVENUE;

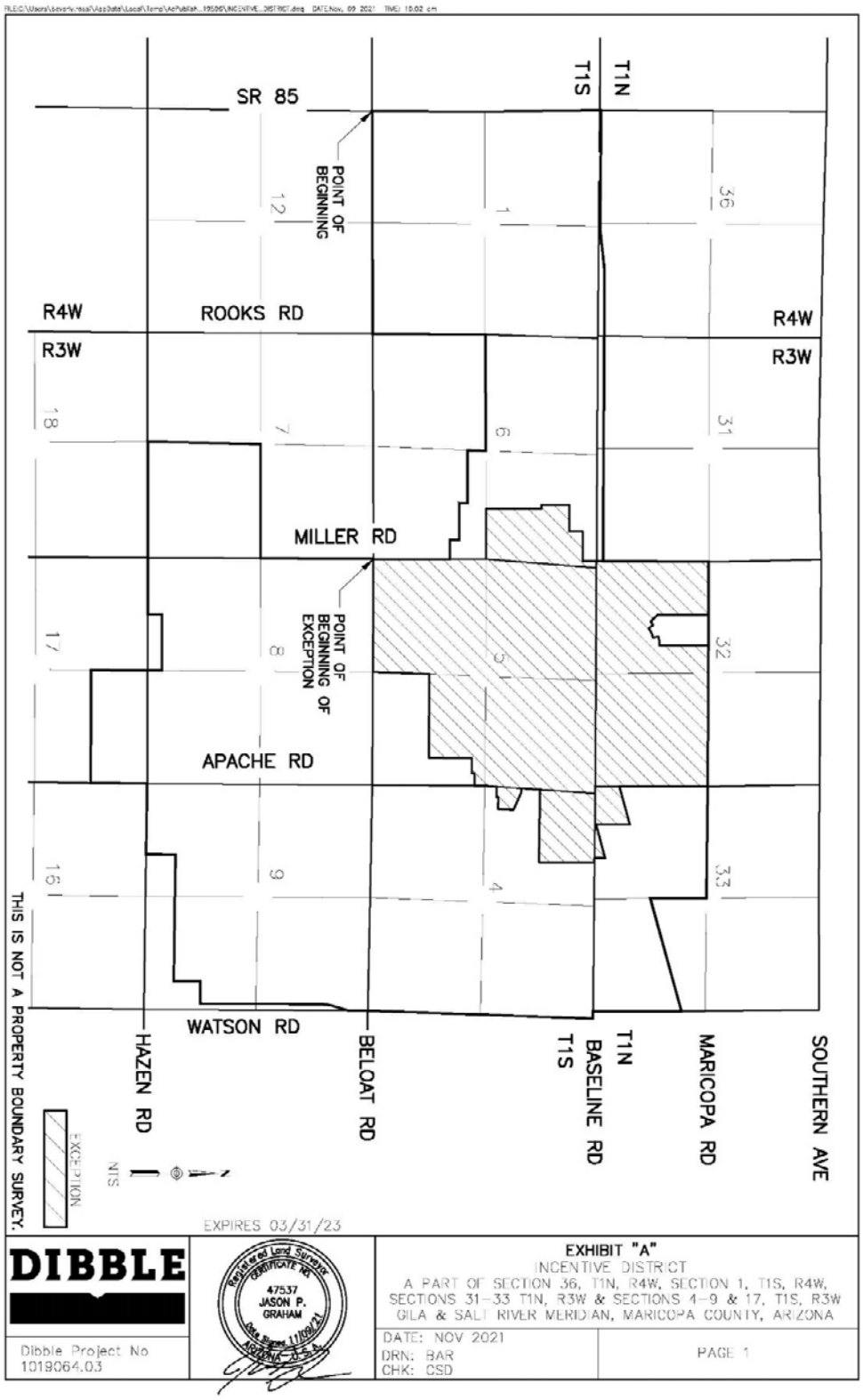
THENCE SOUTH, ALONG AND WITH SAID EAST RIGHT OF WAY LINE, TO THE EAST-WEST MIDSECTION LINE OF THE AFORESAID SECTION 6, SAME BEING THE CENTERLINE OF EAST MONROE AVENUE;

THENCE EAST, ALONG AND WITH SAID EAST-WEST MID-SECTION LINE, TO THE WEST QUARTER CORNER OF THE AFORESAID SECTION 5;

THENCE SOUTH, ALONG AND WITH THE WEST LINE OF SAID SECTION 5, TO THE POINT OF BEGINNING.

EXPPIRES 03/31/23





END OF SECTION

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/05/24	**AGENDA ITEM:** 4.G. PW - HVAC Unit Replacements Serving City Hall, 3rd Floor
DATE PREPARED: 10/31/24	**DISTRICT NO.:**
STAFF LIAISON: Amy Murray, Acting Public Works Director, amurray@buckeyeaz.gov, (623) 349-6800	
DEPARTMENT: Public Works	**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 Cooperative Contract Purchase Addendum (CCPA No. 2025215) between the City of Buckeye, an Arizona municipal corporation, and Sunstate Mechanical Services, LLC, a Delaware limited liability company, related to the replacement of twenty-two (22) Heating, Ventilation, and Air Conditioning (HVAC) units on the 3rd Floor at Buckeye City Hall; and authorizing the City Manager to execute and deliver the Contract on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:
Buckeye's City Hall building, constructed in 2009, is in need of repair and maintenance. The twenty-two HVAC units which serve the third floor are beyond their useful life and are in need of replacement. This action authorizes approval of CCPA No. 202515, allowing the Facilities Division to replace twenty-two existing HVAC units.

BENEFITS:

This purchase is part of a phased approach to replace the HVAC units currently beyond their useful life at City Hall. This avoids employee downtime and increases energy efficiency.

FUTURE ACTION:
Installation of twenty-two (22) HVAC units which will serve the third floor of the City Hall building.

FINANCIAL IMPACT STATEMENT:
Funds are included within the approved FY25 budget.

CURRENT FISCAL YEAR TOTAL COST:
$396,155.03

BUDGETED:
Yes

FISCAL YEAR:
FY25

FUND/DEPARTMENT:
Facilities 10003174-541070

Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

4G CCPA with Sunstate Mechanical.pdf

COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)
BETWEEN THE CITY OF BUCKEYE
AND
SUNSTATE MECHANICAL SERVICES, LLC

HVAC REPLACEMENT – 3RD FLOOR CITY HALL
CONTRACT NO. 2025215

THIS COOPERATIVE CONTRACT PURCHASE ADDENDUM (this "Addendum") is entered into as of _____ between the City of Buckeye, an Arizona municipal corporation (the "City"), and Sunstate Mechanical Services, LLC, a Delaware limited liability company (the "Contractor").

WHEREAS, after a competitive procurement process, which is documented in the Award attached hereto as part of Exhibit A, 1Government Procurement Alliance (1GPA) and Contractor entered into Contract No. 22-14PV-06, dated August 5, 2022 (such contract and subsequent amendments thereto herein referred to as the "1GPA 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, which is attached hereto as **Exhibit B** and incorporated herein by reference (the "Contract"); and

WHEREAS, the City desires to accept the Proposal and enter into contract with the Contractor under the terms and conditions of the 1GPA 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 1GPA Contract, except to the extent superseded herein. All references in the 1GPA Contract to 1GPA shall be read to refer to the City of Buckeye. This Addendum shall be effective as of the date set forth above for approval and remain in effect until June 30, 2025 unless such term is modified or extended pursuant to the terms of the 1GPA Contract. Payments to the Contractor shall be calculated in accordance with the Fee Schedule, which is attached hereto as part of **Exhibit B**, in a total amount not to exceed **Three Hundred Ninety-Six Thousand One Hundred and Fifty-Five Dollars and Three Cents ($396,155.03)**.

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 ARIZ. REV. STAT. § 35-394, Contractor certifies that it does not currently, and agrees for the duration of this Agreement that it will not use (i) the forced labor of ethnic Uyghurs in the Peoples Republic of China ("ethnic Uyghurs"), (ii) any goods or services produced by the forced labor of ethnic Uyghurs, or (iii) any Contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs. If Contractor becomes aware that it is not in compliance with this paragraph, Contractor shall notify the City of the noncompliance within five (5) business days of becoming aware of it. If Contractor fails to provide a written certification that Contractor has remedied the noncompliance within one hundred eighty (180) days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy period, in which case this Agreement terminates on the Agreement termination date.

FURTHER, the Parties agree that the Addendum and Exhibits thereto shall be governed by State of Arizona law and suits pertaining to the Addendum and Exhibits thereto may only be brought in courts located in Maricopa County, Arizona.

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 1GPA Contract, and Exhibit B, the documents shall govern in that order.

CLICKWRAP TERMS EXCLUDED, in the event the Consultant's terms of sale or service were provided to the City only upon "acceptance" of a "clickwrap" or "clickthrough" agreement, such terms of sale or service shall not be binding upon the City. No oral agreement, "clickwrap" or "clickthrough" agreement or other understanding shall in any way modify a City issued or approved contract or the terms of this Cooperative Contract Purchase Addendum (CCPA).

THEREFORE, the Parties have executed this Addendum as of the date first set forth above.

[SIGNATURE PAGES TO FOLLOW]

CITY

THE CITY OF BUCKEYE,
an Arizona Municipal corporation

Dan Cotterman, City Manager

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

CONTRACTOR

SUNSTATE MECHANICAL SERVICES,
LLC, a Delaware limited liability company

Chris Kurtz

Chris Kurtz, Director of Sales

EXHIBIT A
TO
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2025215

[1GPA Contract]

See following pages.

Contract Extension/Amendment

April 29, 2024

Sunstate Mechanical Services, LLC
7845 E. Redfield Road, Suite 100
Scottsdale, AZ 85260
Attn: Chris Kurtz (chrisk@sunstatemechanical.com, accounting@sunstatemechanical.com)

Re: Extension Agreement for Contract #22-14PV-06, Job Order Contracting for Mechanical Services

The above referenced contract is hereby mutually extended for an additional one (1) year period until August 4, 2025. This is the third year of a potential five-year agreement. **Please indicate your desire to extend your contract by completing and emailing back the signed Contract Extension along with the following documentation:**

- ☑ Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance).
- ☑ Proof/Verification of ROC Licensing in good standing (if applicable).
- ☑ Proof of any other applicable licensing related to your contract.
- ☑ Proof/Verification of good standing with Arizona Corporation Commission or other State's comparable Corporations/Business Division or Secretary of State (as applicable).
- ☑ Updated Contact Information Sheet completed.

By signing this document, vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

In addition, please verify that your company is providing usage reports as per the terms of your contract. If you have any questions or concerns regarding these reports, please feel free to contact Michelle Aiken by email: maiken@1GPA.org.

Except as otherwise expressly provided in this amendment, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Vendor Acceptance/Signature: Chris Kurtz	
Printed Name: Chris Kurtz	
Title: DSE	Date: 4/30/24
1GPA Authorized Signature: Christy Knorr	
Printed Name: Christy Knorr	
Title: President	Date: 5/16/2024
Paradise Valley Unified School District Authorized Signature: Eva Calles	
Printed Name: Eva Calles	
Title: Director of Purchasing	Date: 6/10/2024

1Government Procurement Alliance

Paradise Valley Unified School District

Contract Extension/Amendment

May 15, 2023

Sunstate Mechanical Services, LLC
7845 E. Redfield Road, Suite 100
Scottsdale, AZ 85260
Attn: Chris Kurtz (chrisk@sunstatemechanical.com, accounting@sunstatemechanical.com)

Re: Extension Agreement for Contract #22-14PV-06, Job Order Contracting for Mechanical Services

The above referenced contract is hereby mutually extended for an additional one (1) year period until August 4, 2024. This is the second year of a potential five-year agreement. **Please indicate your desire to extend your contract by completing and emailing back the signed Contract Extension along with the following documentation:**

- ☑ Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance).
- ☑ Proof/Verification of ROC Licensing in good standing (if applicable).
- ☑ Proof of any other applicable licensing related to your contract.
- ☑ Proof/Verification of good standing with Arizona Corporation Commission or other State's comparable Corporations/Business Division or Secretary of State (as applicable).
- ☑ Updated Contact Information Sheet completed.

By signing this document, vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and in accordance with ARS § 35-394, the vendor is not currently and for the duration of the contract will not use the forced labor of ethnic Uyghurs in the People's Republic of China including goods, services, contractors, subcontractors or suppliers thereof.

In addition, please verify that your company is providing usage reports as per the terms of your contract. If you have any questions or concerns regarding these reports, please feel free to contact Michelle Aiken by email: maiken@1GPA.org.

Except as otherwise expressly provided in this amendment, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Vendor Acceptance/Signature: Chris Kurtz	
Printed Name: Chris Kurtz	
Title: DSE	Date: 5/15/2023
1GPA Authorized Signature: Christy Knorr	
Printed Name: Christy Knorr	
Title: President	Date: 6/1/2023
Paradise Valley Unified School District Authorized Signature: Eva Calles	
Printed Name: Eva Calles	
Title: Director of Purchasing	Date: 6/23/2023

August 5, 2022

Sunstate Mechanical Services, LLC
7845 E. Redfield Rd, Ste 100
Scottsdale, AZ 85260
chrisk@sunstatemechanical.com

Attn: Chris R. Kurtz, Director of Sales & Estimating

1GPA is pleased to announce that your company has been awarded a contract for the following products and/or services based on your firm's proposal submitted to 1GPA in response to the two-step procurement process including Request for Qualification and Request for Proposal # 22-14PV for Job Order Contracting for Mechanical Services:

Commodity/Contract Title:	**Job Order Contracting for Mechanical Services**
Contractor/Vendor:	***Sunstate Mechanical Services, LLC***
Contract Number:	**22-14PV-06**

The contract is effective now through August 4, 2023. The contract may be renewed annually for up to an additional four years, if mutually agreed to by 1GPA and your firm.

This contract replaces your current contract 18-16PV-06 JOC Mechanical Services.

Sunstate Mechanical Services, LLC has been awarded a National Contract with 1GPA and may be utilized anywhere in the United States, however, this is a multiple award and the Lead Agency may or may not utilize your firm's products/services.

The 1GPA partnership can be of great help to participating agencies. Please feel free to provide copies of this letter to your sales representative to assist in their work. Please review the Vendor Welcome Guide that is included in the Award Notification Email.

If you have any questions or concerns, please feel free to contact Christy Knorr at the 1GPA office via email at cknorr@1GPA.org. We look forward to working with you and your team!

Sincerely,

Christy Knorr

Christy Knorr, Vice President
1Government Procurement Alliance (1GPA)

DETERMINATION: MULTIPLE AWARD
Job Order Contracting for Mechanical Services
Request for Proposal # 22-14PV

In accordance with R7-2-1106, A.R.S. 34-604, and 41-2579 multiple awards are allowed for Job Order Contracting Services. Under the above rules 1GPA/PVUSD is allowed to award multiple contracts. 1GPA is awarding contracts to cover all geographic locations in Arizona and possible other states. 1GPA/PVUSD are awarding seven (7) Contractors.

A multiple award is in the best interests of 1GPA Members in order to meet the variety of needs for Job Order Contracting Services. The needs under this contract vary depending on the requirements, and needs of each end user. The actual use of any contract will be at the sole discretion of 1GPA Members.

A multiple award is advantageous to PVUSD/1GPA and its Members for similar services to obtain the required quantity or delivery as follows:

- This multiple award is based upon considerations for 1GPA members to select Job Order Contracting Services centered on time availability, state or regional availability, expertise in specialty or area of need.
- 1GPA has experienced the need for multiple awards for members in different regions in Arizona and few of the firms can practice in other states.
- This comprehensive coverage and choice of services would not be available with fewer awards.

Recommended for Award (alpha order):

Comfort Systems USA Southwest	Comfort Systems USA Southwest was founded in 1962 as a commercial mechanical contractor and was incorporated in 1977. Comfort Systems has 37 companies nationwide with 140 locations in 113 cities. Comfort Systems has a team of estimators, BIM professionals, project managers, superintendents and roughly 330 field employees across the plumbing, piping, and HVAC trades to perform work safely and efficiently. The firm had the highest pricing and ranked 7th overall. The firm has no active exclusions or restrictions through the System for Award Management.
HACI Service LLC	HACI Service, LLC has been in business throughout the State of Arizona for over 18 years. HACI Service specializes in central plant construction, chilled water systems, heating hot water systems, custom applications, design-assist, design-

	build, remodel, tenant improvement, retrofit, emergency repair, routine maintenance, warranty and post warranty service. The firm offered the lowest pricing and ranked 2nd overall. The firm has no active exclusions or restrictions through the System for Award Management.
McCarthy Building Companies, Inc.	McCarthy Building Companies, Inc. has been providing construction services through their Southwest Divisional office in Phoenix, Arizona since 1978. McCarthy offers full-service mechanical services with a team who is extremely adept at working in public buildings and is committed to the highest levels of safety, security, and quality. The firm offered 5th lowest pricing and ranked 5th overall. The firm has no active exclusions or restrictions through the System for Award Management.
Midstate Mechanical, LLC	Midstate Mechanical, LLC has been in business 36 years in Arizona as a full-service mechanical services firm. Their scope of services includes heating, ventilation, air conditioning, mechanical piping, plumbing, service/maintenance, retrofits, renovations, and pre-construction services for new construction. The firm offered the 3rd lowest pricing and ranked 4th overall. The firm has no active exclusions or restrictions through the System for Award Management.
Pueblo Mechanical & Controls, LLC	Pueblo Mechanical & Controls, LLC was founded in 2001 and is a full-spectrum HVAC, plumbing, and controls contractor specializing in turn-key projects for school districts, universities, cities, and municipalities. The firm offered the 4th lowest pricing and ranked 1st overall. The firm has no active exclusions or restrictions through the System for Award Management.
Sunstate Mechanical Services, LLC	Sunstate Mechanical Services, LLC has been in business for 21 years in Arizona as a full-service HVAC/mechanical, plumbing and electrical contractor. The firm offered the lowest pricing and ranked 2nd overall. The firm has no active exclusions or restrictions through the System for Award Management.
Veregy LLC	Veregy LLC has been operating under the Veregy name for the past 3 years. They have been operating in Arizona for the past 34 years and were previously known as Midstate Energy, LLC. They provide HVAC, controls, plumbing, and electrical construction services specializing in central plant, towers, chillers and pumps. The firm offered the 2nd lowest pricing and ranked 3rd overall. The firm has no active exclusions or restrictions through the System for Award Management.

1GPA Members may use this contract and select awarded contractors based on their own best practices. The Member's selection process may include qualifications of the awarded contractor in consideration of their project and scope of work, availability of the awarded contractor and their work load, sub selection process, past experience with contractor, and other practices determined by the Member.

1GPA and Lead Agency recommend Members prepare a Written Determination that specifies the reasons the vendor was chosen to satisfy the requirements of rule R7-2-1004.

Written Determinations: "Written determinations required by Articles 10 and 11, including for any specified professional services, construction, construction services or materials to an entity selected from a qualified select bidders list or through a school purchasing cooperative, shall specify the reasons for the determination, including how the determination was made."

Based upon these factors, 1GPA and Paradise Valley Unified School District have determined the necessity of a multiple award for Job Order Contracting for Mechanical Services. A single award is not advantageous to 1GPA's Members. The contract award recommendation is to the least number of suppliers necessary to meet the needs of 1GPA Members.

Not Recommended for Award:

- A Quality HVAC Services LLC
- Anchor Mechanical, Inc.
- Chiller Services, Inc.
- Harris Arizona LLC
- JD-Sun Mechanical, LLC
- Johnson Controls, Inc.
- Keystone General Contractor LLC
- Sun Mechanical Contracting, Inc.
- Tempe Mechanical
- Tolin Mechanical Systems Company LLC
- United Technologies LLC (UNI-TECH)
- Yavapai Mechanical, LLC

Christy Knorr

Christy Knorr, Vice President
1Government Procurement Alliance (1GPA)

Eva D. Calles

Eva Calles, Director of Purchasing
Paradise Valley Unified School District


PVSchools
A Journey of Excellence
1GPA
1Government Procurement Alliance
Request for Qualifications #22-14PV (Step 1)
Job Order Contracting for Mechanical Services
Submittal Due Date and Time: April 20, 2022, at 11:00 A.M. MST Arizona Time
RFQ Opening Location: Paradise Valley Unified School District—Lead Agency
15002 N. 32nd St., Phoenix, AZ 85032
Sunstate Mechanical Services
7845 E. Redfield Rd., #100, Scottsdale, AZ 85260
(480) 998-9620 www.sunstatemechanical.com
Arizona: CR11 303386, CR74 303387, CR77 303385, CR79 303384, KB-1 311627
California: 1032413, C-4, C-10, C-20
Texas: TACLA58697E
Washington: 603558995
Alabama: 04180

Sunstate Mechanical Services

April 20, 2022

Paradise Valley Unified School District / 1GPA
Attn: RFQ Evaluation Committee
15002 N. 32nd Street
Phoenix, AZ 85009

Request for Qualifications, RFQ #22-14PV (Step1), Job Order Contracting For Mechanical Services

Re: Letter of Interest, Executive Summary

PVUSD and 1GPA Evaluation Committee,

The management and staff at Sunstate Mechanical Services is pleased to provide PVUSD and 1GPA its Statement of Qualifications (SOQ) in response to RFQ #22-14PV. Our company's information and experience will be covered more in depth in the SOQ, but I would like to take the opportunity to quickly provide you an overview of our company.

Founded in 2001, Sunstate Mechanical Services has been revered as one of Arizona's premier HVAC, plumbing and electrical contractors. In 2015, Sunstate was acquired by Marsden LLC, one of the largest services companies in the U.S. We are based in Scottsdale, Arizona, but we are also licensed in California, Texas, Washington, and Alabama.

In Arizona, we have a strong clientele base with school districts, particularly those who are smaller and located in the most rural areas of the state. They, too, enjoy the same pricing afforded larger schools through cooperative contracts.

Our attention to providing quality products and services, and a key focus on safety, has earned us several purchasing cooperative contracts over the years with 1GPA, NCPA, Omnia Partners, and Yavapai College-Gordian.

Sunstate Mechanical Services would like to thank you for the opportunity to provide our Statement of Qualifications, and we look forward to providing PVUSD and 1GPA members quality products and services in the future.

Sincerely,

Chris Kurtz

Chris R. Kurtz
Director of Sales and Estimating
(480) 998-9620, chrisk@sunstatemechanical.com
7845 E. Redfield Rd., #100, Scottsdale, AZ 85260

Sunstate Mechanical Services L.L.C.
a Marsden Services Company

1. BASIC COMPANY INFORMATION (Tab 1)

1.1 Company name: Sunstate Mechanical Services

1.2 Address: 7845 E Redfield Rd., Suite 100, Scottsdale, AZ 85260

1.3 Telephone Number: (480) 998-9620, or toll free (866)-998-9620

1.4 Fax Number: (480) 998-9621

1.5 Email Addresses:

1. Chris R. Kurtz, Director of Sales and Estimating: chrisk@sunstatemechanical.com
2. Sean Jeffries, Sr. Estimator: seanj@sunstatemechanical.com
3. Andy Gonzales, Sales and Estimating: andyg@sunstatemechanical.com
4. Brent Youngkin, Sales and Estimating: brenty@sunstatemechanical.com
5. Kevin Seaman, Sales and Estimating: kevins@sunstatemechanical.com
6. Lyn Kuson, Sr. Accountant: lynk@sunstatemechanical.com
7. Bill Brannen, Government Relations: williamb@sunstatemechanical.com

1.6 Number of Years in Business (under the submitted name and number of years operating in Arizona): 21 years as Sunstate Mechanical Services, in AZ

1.7 License(s) held by the firm:

State of Arizona Contractor Licenses:

- CR-11, 303386 – Electrical
- CR-74, 303387 – Boiler, Steamfitting and Process Piping, including Solar
- CR-77. 303385 – Plumbing, including Solar
- CR-79, 303384 – Air Conditioning and Refrigeration, including Solar
- KB-1, 311627 – Dual Building Contractor

State of California License, #1032413

- C4 – Boiler, Hot Water Heating and Steam Fitting
- C10 – Electrical
- C20 – Warm-Air Heating, Ventilating and Air-Conditioning
- C36 – Plumbing

State of Texas License, #TACLA58697E – Air Conditioning and Refrigeration

State of Alabama Licenses

- 2018007 – Heating and Air Conditioning

State of Washington

- SUNSTMS814JK – General Construction Contractor (CC01)

1.8 If the firm has more than one office, provide specific information about the parent company and administering branch office. Indicate the type of ownership (corporation joint venture, limited liability company, sole proprietorship, etc.).

Although Sunstate Mechanical Services is licensed in Arizona, California, Texas, Alabama, and Washington, it operates from one location in Scottsdale.

1.9 Certify that your organization and any principal of the organization is not prohibited, suspended or otherwise declared ineligible to contract or provide any services required hereunder by any federal, state or local public agency.

Sunstate Mechanical Services certifies that is not prohibited, suspended or otherwise declared ineligible to contract or provide services required hereunder by any federal, state or local public agency.



2. PAST PERFORMANCE (Tab 2)

2.1 Identify the number of JOC projects completed over the past three (3) years and provide the following information:

2.1.1 How many projects were between $1.00 and $100,000

- **151**

2.1.2 How many projects were between $100,001 and $250,000

- **2**

2.1.3 How many projects were between $250,001 and $500,000

- **1**

2.1.4 How many projects were between $500,001 and $1,000,000

- **1**

2.1.5 How many projects were over $1,000,000

- **1**

2.1.6 Indicate how many of these projects were completed and quoted using a Unit Price Book

As best practice, Sunstate uses the UPB for ALL JOC projects.

We subscribe to third-party software called FastDUCT and FastPIPE for design, estimating and pricing for HVAC, plumbing and electrical. The unit pricing is derived electronically through an online Master Catalog that contains more than 250,000 items---just for HVAC alone. SMS has utilized the FastDUCT and FastPIPE design and cost estimating features to ensure accuracy in the amount of materials and the pricing associated with them, since 2011. The prices are comparable to RS Means UPB.

2.1.7 Indicate how many of these projects were completed and quoted using Open Book Pricing

SMS estimates open book pricing was used on about 25% of our past JOC projects.

Sunstate Mechanical Services L.L.C.
a Marsden Services Company

2.1.8 Provide what regions of the State these projects were completed as follows:

- **Region 1 – Maricopa County, Pinal, Gila Counties** - Yes
- **Region 2 – Pima, Santa Cruz Counties** - Yes
- **Region 3 – Coconino, Yavapai Counties** - Yes
- **Region 4 – La Paz, Yuma Counties** - No
- **Region 5 – Graham, Greenlee, Cochise Counties** - Yes
- **Region 6 – Mohave County** - Yes
- **Region 7 – Navajo, Apache Counties** - Yes

3. PERSONNEL (Tab 3)

3.1 Provide information about the firm's personnel resources:

3.1.1 Provide the average size of work force and location(s) of personnel.

Prior to 2020, and the COVID-19 pandemic, Sunstate Mechanical Services boasted more than 50 technicians, 25% more office/support staff, and 15% more sales and estimating team employees than what we have currently. In 2021, those numbers were even lower. However, we are seeing more applications being submitted and more new hires coming on board, thus far in 2022. We anticipate that our numbers will be back to those in 2019 by the end of the year.

Sunstate's employees are based in Scottsdale, with most working remotely from home, or is in the case of the sales/estimating team, on the road meeting with clients. Our President and COO of Marsden Services, LLC, our parent company, is located St. Paul, MN, and our Sr. V.P. of Finance is in the Houston, TX area.

3.1.2 Provide the number of positions and classifications.

- President and COO, 1 position
- Sr. Vice President of Finance, 1 position
- Director of Sales and Estimates, 1 position
- Service Manager, 1 position
- Project Manager, 1 position
- Purchasing / Services Coordinator, 1 position
- Superintendents, 2 positions
- Accounting, 2 positions
- Sales and Estimating, 5 positions
- Government Relations Specialist, 1 position
- Administrative Assistant,1 position
- Dispatchers, 2 positions
- Mechanical Technicians, 13
- Plumbing Tech, 8 positions
- Sheet Metal Fabricators, 9 positions
- Pipe Fitters, 4 positions
- Warehouse & Fleet Coordinator, 1 position

3.1.3 Include information about support staff (office workers, etc.)

The support staff are predominately in the office full time, which includes:

- Accounting – A/R, A/P, Payroll, Budgets and H.R.
- Dispatchers – on call 24/7/365
- Administrative Assistant – works directly for Dir. of Sales and Estimates and the estimating/sales team.

3.1.4 Provide the average percentage of staff turnover.

Prior to 2020:

- Mechanical and plumbing technicians, approximately 10%
- Sales and Estimating, approximately 20%
- All other positions are 0-2%

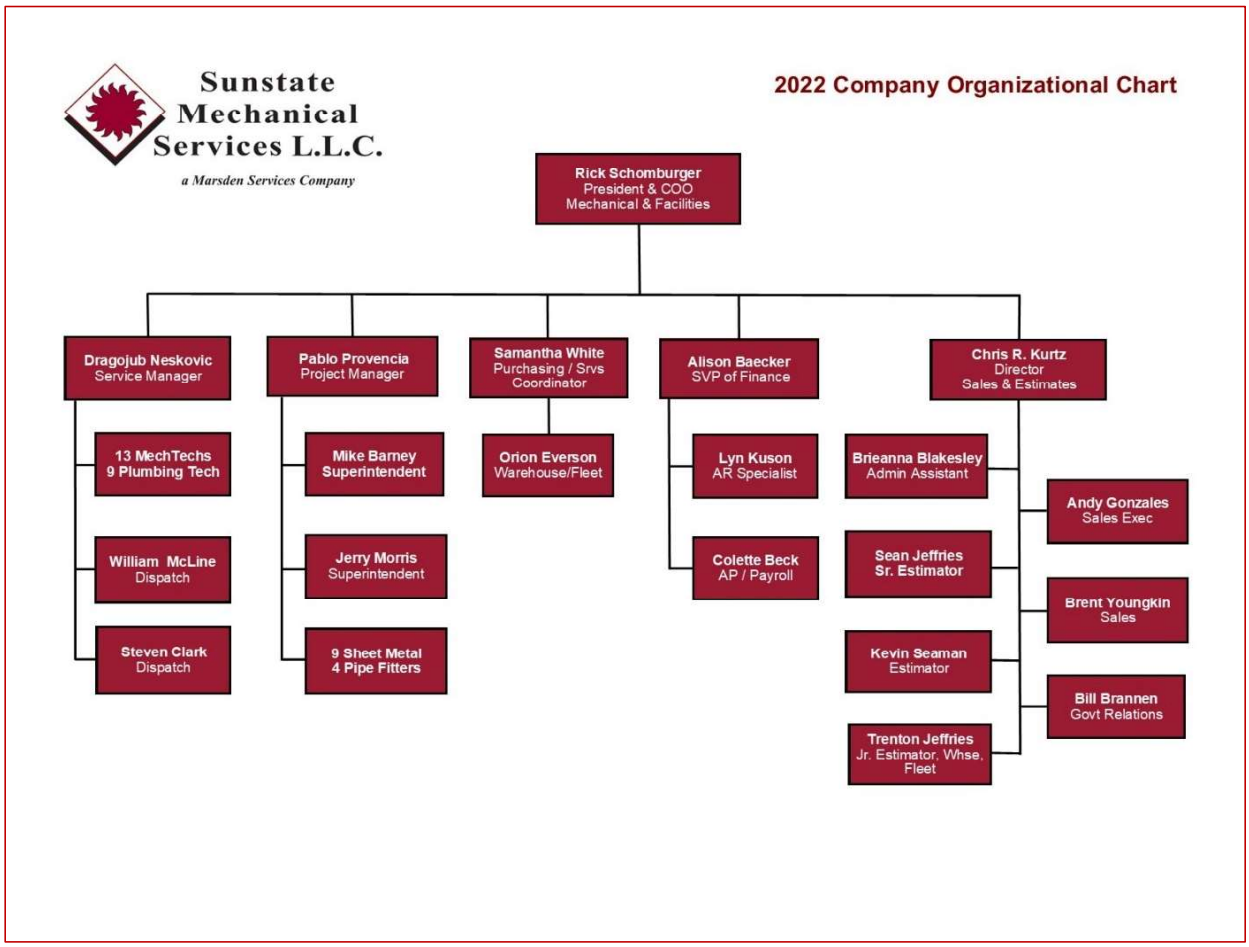
3.2 Describe your plan for personnel recruitment.

We advertise our job openings on a couple of social media platforms, including Facebook and LinkedIn. We also use the career webpage on our website, and our parent company website at Marsden Services, LLC.

Mechanical, plumbing, electrical and indoor air quality workers are a close-knit community. Many of the applicants and new hires are already familiar with Sunstate, as we are with them. So, word of mouth goes a long way with recruiting.

Internally, Sunstate offers bonuses to employees who recruit individuals who are eventually hired by us.

3.3 Provide an organizational chart for your firm.



4. SUBCONTRACTOR MANAGEMENT PLAN (Tab 4)

Describe the firm's subcontractor management plan to include the following:

4.1 Subcontractor Selection Plan using both qualifications and cost as a selection approach (1GPA requires that at least three sub-contractors shall be solicited for all work). Provide detailed information on the Firm's procedures.

Sunstate Mechanical Services values the relationships it maintains with its vendor and subcontractor partners. We solicit competitive bids for all subcontractor services while considering their expertise in relation to a specific project. **Sunstate will comply with 1GPA's requirement for securing bids or proposals from at least three subcontractors, for all work.**

Including pricing (bids), subcontractors are selected based on previous quality and experience with Sunstate, and by conducting reference checks with other trade partners. Available manpower and ability to meet deadlines are also used as factors for subcontractor selection. All subcontractors on site will be managed and overseen by Sunstate personnel. Subcontractors are held to the same standards and performance levels as Sunstate personnel.

4.2 Subcontractor recruitment.

When selecting new subcontractors, we perform background checks with the Arizona Registrar of Contractors and the Better Business Bureau. We require certificates of insurance stating coverage for General Liability, Automobile and Workers Compensation. The certificates are reviewed to ensure minimum requirements are met per the customer and job order contract.

Although Sunstate does not qualify as an MWBE company, it encourages potential subcontracting companies that meet the requirements for MWBE classification to register with us. We do this not only to comply with certain federal guidelines, but as to a moral and social obligation to ourselves and our customers for promoting diversity

4.3 Controversies and claims related to work performed by subcontractors

When Sunstate Mechanical Services uses subcontractors on a job, it accepts the responsibility for overseeing all work being performed. It is our role to resolve issues before they even escalate to a controversial level. However, anytime there may be an issue that could cause concern or controversy, or a situation that escalates to a point that claims may be filed, Sunstate Mechanical Services will secure immediate resolution for our customers and then take any necessary and appropriate action with or against the subcontractor. Meeting and satisfying the needs of our customers is our most important obligation.

Sunstate Mechanical Services L.L.C.
a Marsden Services Company

5. RESPONSIVENESS (Tab 5)

Other forms (as referenced below) required under this solicitation are located on the OpenGov Procurement portal. Follow the prompts to download the forms and upload the completed forms as part of your firm's submittal. Required forms must be signed by an authorized person to bind a contract. All Offerors must complete and submit these forms, or the proposal may be considered non-compliant.

5.1 Proposal Acceptance Form
5.2 2CFR Section 200 Certification
5.3 Debarment Certification
5.4 Financial Disclosure Questionnaire
5.5 MWBE and HUB Form
5.6 Non-Collusion Affidavit
5.7 W9 IRS Form
5.8 Amendment Acknowledgement Forms (if applicable)

The required forms are provided on the following pages.

AMENDMENT ACKNOWLEDGEMENT FORMS (if applicable)

As of April 19, 2022, Sunstate Mechanical Services did not receive any amendments or addenda information pertaining to RFQ 22-14PV.

Signature of Authorized Representative: Chris Kurtz

Sunstate Mechanical Services L.L.C.
a Marsden Services Company

6. MISCELLANEOUS (Tab 6)

Provide any additional information that would add value to the program offered that has not been identified above.

Multi-State Contractor

Sunstate Mechanical Services is full-service HVAC (Mechanical), plumbing, and electrical contractor; and is fully licensed as KB-1 General Contractor. We have experience in several states and are able to supply products and services to 1GPA members in Arizona, Alabama, California, Texas, and Washington.

Indoor Air Quality

We offer extremely efficient indoor air quality products, installations and services on Marsden CleanAir Ionization Generator Systems and the HALO Smart Detection Sensors.

- **Marsden CleanAir Ionization Generator System** - The PuriFi PM Sensor provides real-time feedback of particulate levels to the PuriFi Smart Hub, signaling the patented PuriFi Generator, installed in your HVAC system, to respond to air quality changes. This in-room Sensor works by pulling in air at a constant rate, drawing airborne particles through the laser particle counter, and reporting results every 90 seconds.

  When the Sensor detects that particle levels are too high, based on user-determined thresholds, the Generator is notified, and the system operates until the Sensor verifies that your air is purified and again within your target air quality levels.

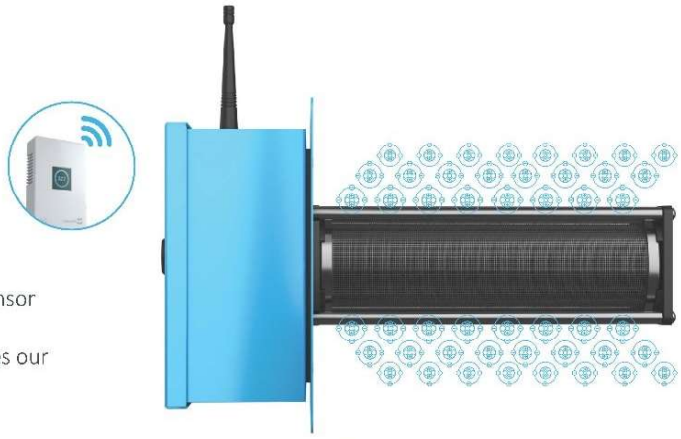
- **HALO Smart Detection Sensors** - The HALO Smart Sensor is an IoT device that captures comprehensive health, safety, and vaping awareness. It is the #1 vape detector worldwide for vaping and vaping with THC detection. As of 2021, HALO has won over 50 awards and is in over 1,500 school districts throughout the country to help combat the vaping epidemic. The market for devices such as the HALO Smart Sensor is not only helpful for schools, but other markets as well such as healthcare, hospitality, commercial buildings, apartment complexes, assisted living, and more.

Please the product flyers on the following pages.

The Science of Responsive Air and Surface Purification

How it Works

Sunstate offers the CleanAir EXP technologies, which work with your central HVAC fan to purify the air and surfaces in your entire business.



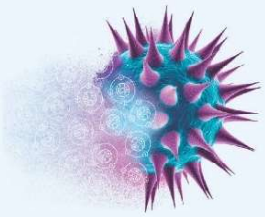
Patented Process

When particulate levels are too high the CleanAir EXP Sensor activates the patented CleanAir EXP Generator, which is installed in your central HVAC system. The Generator uses our patented process to begin sending an overabundance of natural oxygen ions through all of your air ducts.



Total Coverage

CleanAir EXP's patented blend of high energy, oxygen ions flood every room and begin the purification process. Every register in your home or business becomes an air and surface purification system.



Naturally Purified

CleanAir EXP's patented blend of powerful ions attack air and surface contaminants, while driving particles out of the air and neutralizing odors.*



24/7 Monitoring

Purification is proven and monitored from anywhere. See your minute-by-minute air quality on your in-room CleanAir EXP Sensors, or monitor and control your system from any smartphone, tablet, or voice assistant device.

What it Eliminates

Patented technology safely eliminates up to 99.9% of tested viruses, allergens, odors, and bacteria in occupied environments.*



Biological Agents

Bacteria, Mold Spores, and Tested Viruses*



Allergens

Pollen, Pet Dander, Dust, Lint, and Dust Mites*



Odors

Pets, Smoke, Mildew, Mold, Cooking, Sports, and Fabrics



Toxic Chemicals

Breaks down VOCs emitted from: Cleaning Products, Disinfecting Agents, Paints, Pesticides, Solvents, and Varnishes

Applications Served:

Commercial-Industrial

Industry Applications:

Assisted Living, Government Buildings, Gyms & Workout Centers, Healthcare Facilities, Hotels & Hospitality, Office Buildings, Manufacturing, Retail Shopping, Schools & Universities, Small Businesses, Wastewater Treatment, and more.

30-Day Money Back Guarantee

If you're unsatisfied for any reason, return it within 30 days for a full product refund.

See terms and conditions for details.

Sunstate Mechanical Services

A Marsden Company

sunstatemechanical.com

480.998.9620

*To view test reports on specific contaminants and performance levels of CleanAir EXP, please visit: https://cleanairexp.com/test-reports/. Actual results may vary based on environment and occupied space. CleanAir EXP has not yet been tested on SARS-CoV-2.



What Is HALO?

The HALO Smart Sensor is an IoT device that captures comprehensive health, safety, and vaping awareness. It is the #1 vape detector worldwide for vaping and vaping with THC detection. As of 2021, HALO has won over 50 awards and is in over 1,500 school districts throughout the country to help combat the vaping epidemic. The market for devices such as the HALO Smart Sensor is not only helpful for schools, but other markets as well such as healthcare, hospitality, commercial buildings, apartment complexes, assisted living, and more.

As part of the newest v2.5 software release, HALO provides both a real-time Air Quality and Health Index that sends alerts when either index falls into danger zones. In conjunction with HALO Cloud, the sensor also provides critical automated reports that allow building owners and administrators to demonstrate they are providing a healthy indoor environment and/or validate that facility improvement is needed.

The new 2.5 software features in HALO allow its users to capture comprehensive building awareness with an all-in-one device. Used for health and safety, HALO is a vape detector, an air quality monitor, and a complete security device for privacy areas where you do not want to use a camera or microphone. With a single device HALO provides Building Health Monitoring, Indoor Air Quality Monitoring, Vape Detection, THC Detection, Gunshot Detection, Emergency Key Word alerting, Audible alerting, Light/Occupancy alerting, Chemical alerting, VOC alerting, Tamper alerting as well as Temperature, Humidity and Pressure alerting.

HALO Smart Sensors Detect:

- Marijuana
- Vape
- Masking (hiding vape)
- Carbon Monoxide
- Carbon Dioxide
- Nitrogen Dioxide
- Temperature & Humidity
- Volatile Organic Compounds (VOC)
- Particulate Matter
- Help (Spoken Keyword)
- Gunshot
- Aggression
- Light Level
- Tampering

Capture real-time comprehensive building safety and health awareness with the all-in-one HALO Smart Sensor 2C and the HALO Cloud Health Index.

Sunstate Mechanical Services L.L.C.
a Marsden Services Company

7845 E. Redfield Rd., #100, Scottsdale, AZ 85260
Ph: (480) 998-9620
https://sunstatemechanical.com

HALO SMART SENSOR
Sunstate Mechanical Services is a registered HALO reseller and installer

AZ: *CR11 303386, CR74 303387, CR77 303385, CR79 303384, KB-1 311627* ***CA:*** *1032413, C-4, C-10, C-20* ***TX:*** *TACLA58697E,* ***WA:*** *603558995* ***AL:*** *04180*


PVSchools
A Journey of Excellence
1GPA
1Government Procurement Alliance
Request for Proposals #22-14PV (Step 2)
Job Order Contracting for Mechanical Services
Submittal Due Date and Time: June 7, 2022, at 1:00 P.M. MST Arizona Time
RFQ Opening Location: Paradise Valley Unified School District—Lead Agency
15002 N. 32nd St., Phoenix, AZ 85032
Sunstate Mechanical Services
7845 E. Redfield Rd., #100, Scottsdale, AZ 85260
(480) 998-9620 www.sunstatemechanical.com
Arizona: CR11 303386, CR74 303387, CR77 303385, CR79 303384, KB-1 311627
California: 1032413, C-4, C-10, C-20
Texas: TACLA58697E
Washington: 603558995
Alabama: 04180

Sunstate Mechanical Services

June 6, 2022

Paradise Valley Unified School District / 1GPA
Attn: RFQ Evaluation Committee
15002 N. 32nd Street
Phoenix, AZ 85009

Subject: Letter of Interest, Mechanical (HVAC) Services, RFP #22-14PV (Step 2)

Dear PVUSD and 1GPA Evaluation Committee,

The management and staff at Sunstate Mechanical Services is pleased to be recognized as a qualified contractor through the RFQ #22-14PV process and being able to provide a response to RFP #22-14PV, under Step 2.

We are honored and thankful for the opportunity to provide our attached proposal and look forward to providing quality products and services to 1GPA members, as we have done in years past.

Sincerely,

Chris R. Kurtz
Director of Sales and Estimating
chrisk@sunstatemechanical.com
(480) 998-9620

1. BASIC COMPANY INFORMATION Section 1

1.2 Number of Years in Business (under the submitted name) and number of years operating in Arizona: Sunstate has been in business for 21 years and has been based in Scottsdale for the same number of years.

1.3 License(s) held by the firm:

State of Arizona Contractor Licenses:
- CR-11, 303386 – Electrical
- CR-74, 303387 – Boiler, Steamfitting and Process Piping, including Solar
- CR-77. 303385 – Plumbing, including Solar
- CR-79, 303384 – Air Conditioning and Refrigeration, including Solar
- KB-1, 311627 – Dual Building Contractor

State of California License, #1032413
- C4 – Boiler, Hot Water Heating and Steam Fitting
- C10 – Electrical
- C20 – Warm-Air Heating, Ventilating and Air-Conditioning
- C36 – Plumbing

State of Texas License, #TACLA58697E – Air Conditioning and Refrigeration

State of Alabama Licenses
- 2018007 – Heating and Air Conditioning

State of Washington
- SUNSTMS814JK – General Construction Contractor (CC01)

1.4 If the firm has more than one office, provide specific information about the parent company and administering branch office. Indicate the type of ownership (corporation joint venture, limited liability company, sole proprietorship, etc.).

Although Sunstate Mechanical Services is licensed in Arizona, California, Texas, Alabama, and Washington, it operates from one location in Scottsdale.

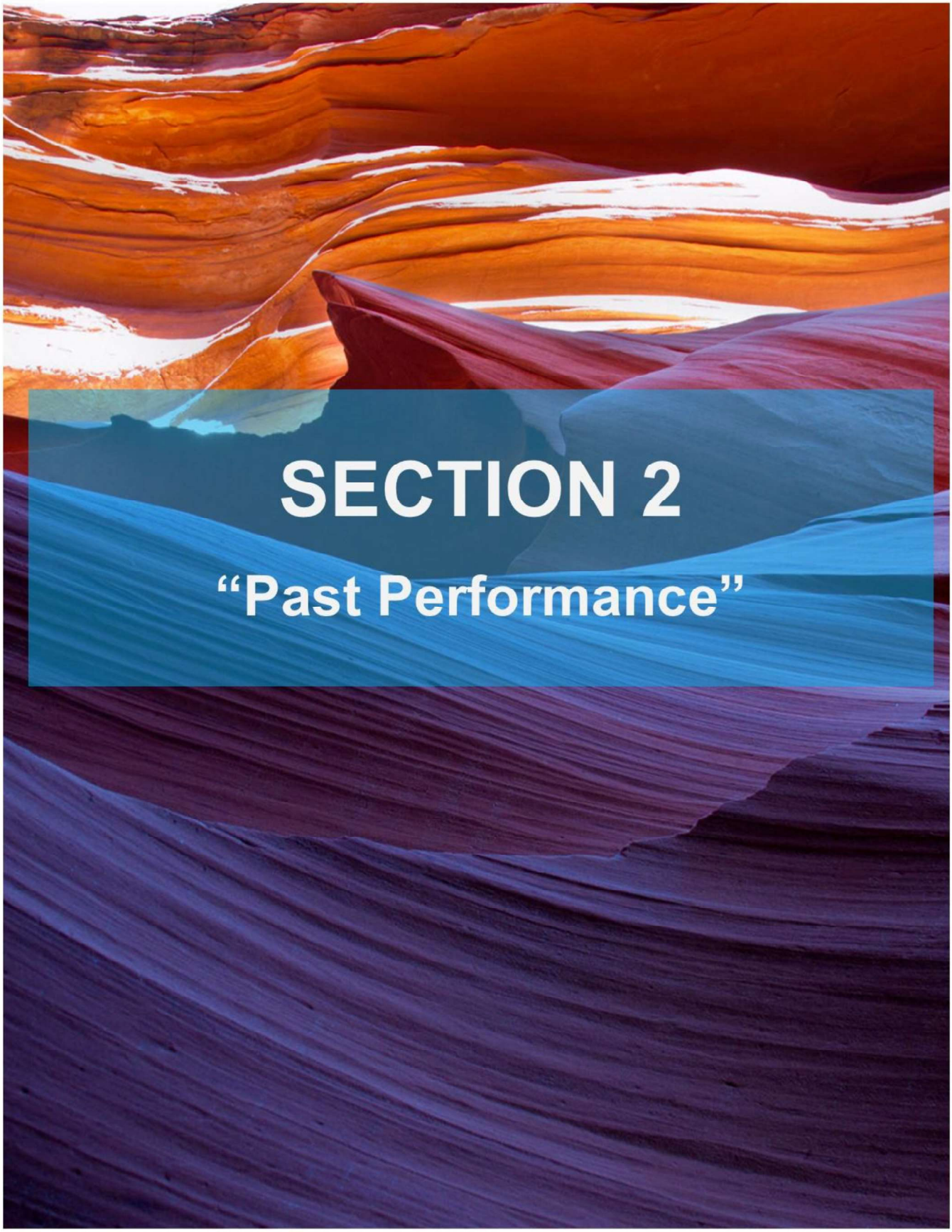
1.5 Certify that your organization and any principal of the organization is not prohibited, suspended or otherwise declared ineligible to contract or provide any services required hereunder by any federal, state or local public agency.

Sunstate Mechanical Services certifies that is not prohibited, suspended or otherwise declared ineligible to contract or provide services required hereunder by any federal, state or local public agency.

1.6 Review the attached JOC Master Agreement and indicate if your firm is willing to sign this document, if awarded, as part of the agreement or provide any recommended changes.

Sunstate and its legal counsel has reviewed the JOC Master Agreement and agrees to the terms and conditions set forth, without changes.




SECTION 2
“Past Performance”

Sunstate Mechanical Services L.L.C.
a Marsden Services Company

2. PAST PERFORMANCE (Section 2)

2.1 Provide a statement of your experience providing job order construction services over the past few years.

Sunstate has been providing construction services in schools since Sunstate's beginning in 2001. We currently have four cooperative JOC contracts for mechanical (HVAC), plumbing, indoor air quality, and one that includes all three plus electrical.

As best practice, SMS uses the UPB for all projects. We use third-party software called FastDUCT and FastPIPE for design, estimating and pricing. The unit pricing is derived electronically through an online Master Catalog that contains more than 250,000 items---just for mechanical alone. SMS has utilized the FastDUCT and FastPIPE design and cost estimating system to ensure accuracy in the bill of materials and the pricing associated with them, since 2011. For all school and government projects, we compare the system's pricing to RS MEANS or other UPBs to ensure the best value for our customers.

2.2 Provide a list of your job order contracts. Include date of contract, contraction agency contact information and value of contract.

See the list beginning on the following page, that includes JOC school contracts over the last three to four years.

Transaction Date (Date of Sale)	Entity / Description	Entity PO number	Total Less Taxes and Bonds
10/04/18	Florence Unified School District	190294	$ 7,574.00
03/08/19	Show Low Unified School District #10	181370	$ 20,494.59
09/26/19	Tuba City Unified School District No.15	20200242	$ 3,498.00
10/14/19	Maricopa Unified School District #20	2000864	$ 6,378.38
10/16/19	Tuba City Unified School District No.15	20200240	$ 3,858.00
10/16/19	Tuba City Unified School District No.15	20200552	$ 14,340.00
12/24/19	Tuba City Unified School District No.15	20201149	$ 582.00
12/30/19	Avondale Elementary School District	200358	$ 1,968.00
12/30/19	Avondale Elementary School District	200358	$ 389.34
12/30/19	Laveen Elementary School District #59	200386	$ 1,349.00
12/31/19	Avondale Elementary School District	201346	$ 5,111.12
01/08/20	Gilbert Public Schools	20005780	$ 2,906.17
01/08/20	Avondale Elementary School District	200358	$ 687.50
01/17/20	Queen Creek Unified School District	19202954	$ 6,151.24
01/17/20	Cedar Unified School District	20282	$ 4,498.00
01/20/20	Avondale Elementary School District	201415	$ 538.37
01/22/20	Avondale Elementary School District	200358	$ 390.00
01/24/20	Tuba City Unified School District No.15	20201148	$ 10,816.83
01/29/20	Queen Creek Unified School District	19203021	$ 7,118.33
01/29/20	Creighton Elementary School	201510	$ 8,808.94
01/29/20	Avondale Elementary School District	201496	$ 5,910.49
01/30/20	Avondale Elementary School District	200358	$ 486.80
01/31/20	Madison Elementary School District	200278	$ 2,101.88
01/31/20	Avondale Elementary School District	200358	$ 1,292.75
01/31/20	Tuba City Unified School District No.15	20201148	$ 581.99
02/14/20	Cedar Unified School District	20302	$ 3,536.00
02/18/20	Phoenix Union High School District #210	Chris	$ 145.00
02/20/20	Creighton Elementary School	201689	$ 10,482.35
02/26/20	Tuba City Unified School District No.15	20200942	$ 8,886.00
02/28/20	Queen Creek Unified School District	19203701	$ 1,358.73
03/11/20	Madison Elementary School District	200278	$ 289.00
03/11/20	Washington Elem School District	2000658	$ 379.00
03/12/20	Queen Creek Unified School District	19203701	$ 710.00
03/16/20	Avondale Elementary School District	201774	$ 6,523.71
03/19/20	Avondale Elementary School District	200358	$ 6,037.10

03/31/20	Madison Elementary School District	200278	$ 14,724.32
03/31/20	Madison Elementary School District	200278	$ 973.98
04/09/20	Avondale Elementary School District	201833	$ 8,748.23
04/09/20	Madison Elementary School District	200278	$ 1,661.43
04/27/20	Queen Creek Unified School District	Need PO	$ 290.00
04/29/20	Washington Elem School District	2004905	$ 28,130.00
04/29/20	Avondale Elementary School District	202223	$ 15,999.00
05/07/20	Madison Elementary School District	201677	$ 6,008.00
05/21/20	Tanque Verde Unified School District	9200123	$ 2,331.78
05/21/20	Paradise Valley United School District	N/A	$ 564.65
06/08/20	Tuba City Unified School District No.15	20201703	$ 14,655.79
06/12/20	Tuba City Unified School District No.15	20201566	$ 33,723.00
06/22/20	Tolleson UHSD #214	2006222	$ 19,509.47
06/30/20	Madison Elementary School District	210158	$ 3,682.09
06/30/20	Avondale Elementary School District	210211	$ 735.50
07/15/20	Cedar Unified School District	21029	$ 2,634.58
07/15/20	Avondale Elementary School District	210211	$ 519.26
07/15/20	Tuba City Unified School District No.15	20210053	$ 3,213.28
07/15/20	Cedar Unified School District	21029	$ 2,634.58
07/27/20	Tuba City Unified School District No.15	20210097	$ 7,024.88
07/29/20	Avondale Elementary School District	210211	$ 5,766.29
07/31/20	Madison Elementary School District	210158	$ 2,999.36
07/31/20	Gilbert Public Schools	Need PO	$ 9,610.74
07/31/20	Avondale Elementary School District	210211	$ 534.00
08/07/20	Tuba City Unified School District No.15	20210163	$ 3,490.85
08/10/20	Tuba City Unified School District No.15	20210128	$ 3,898.43
08/10/20	Tuba City Unified School District No.15	20210132	$ 632.16
08/10/20	Tuba City Unified School District No.15	20210165	$ 3,558.57
08/18/20	Avondale Elementary School District	210211	$ 1,377.76
08/25/20	Avondale Elementary School District	210211	$ 1,311.52
08/25/20	Avondale Elementary School District	210211	$ 1,311.52
08/26/20	Cedar Unified School District	21056	$ 2,894.11
08/26/20	Cedar Unified School District	21056	$ 2,894.11
08/31/20	Tuba City Unified School District No.15	20210232	$ 8,225.07
08/31/20	Tuba City Unified School District No.15	20210232	$ 8,225.07
09/04/20	Tuba City Unified School District No.15	20210280	$ 2,441.01
09/04/20	Tuba City Unified School District No.15	20210280	$ 2,441.01

09/17/20	Avondale Elementary School District	210211	$ 722.00
09/17/20	Avondale Elementary School District	210211	$ 332.00
09/17/20	Avondale Elementary School District	210211	$ 7,421.62
09/17/20	Avondale Elementary School District	210211	$ 578.00
09/29/20	Madison Elementary School District	210158	$ 331.50
09/29/20	Avondale Elementary School District	210211	$ 353.00
09/30/20	Avondale Elementary School District	210110	$ 16,944.58
09/30/20	Tuba City Unified School District No.15	20210423	$ 2,652.00
10/08/20	Tuba City Unified School District No.15	20210330	$ 16,802.00
10/09/20	Cedar Unified School District	21125	$ 2,826.51
10/13/20	Avondale Elementary School District	210211	$ 771.50
10/13/20	Avondale Elementary School District	210211	$ 459.00
10/16/20	Avondale Elementary School District	210211	$ 1,967.79
10/16/20	Avondale Elementary School District	210211	$ 1,061.50
10/16/20	Avondale Elementary School District	210211	$ 849.00
10/20/20	Avondale Elementary School District	210211	$ 584.00
10/21/20	Avondale Elementary School District	210211	$ 326.25
10/30/20	Humboldt Unified School District #22	210656	$ 14,780.35
10/30/20	Avondale Elementary School District	210211	$ 1.00
10/30/20	Avondale Elementary School District	210211	$ 367.00
10/30/20	Madison Elementary School District	210158	$ 561.50
10/30/20	Avondale Elementary School District	210211	$ 1,119.31
11/10/20	Avondale Elementary School District	211210	$ 509.90
11/16/20	Avondale Elementary School District	211362	$ 763.96
11/30/20	Tuba City Unified School District No.15	20210493	$ 18,941.71
11/30/20	Tuba City Unified School District No.15	20210530	$ 3,572.04
11/30/20	Tuba City Unified School District No.15	20210531	$ 2,568.70
11/30/20	Avondale Elementary School District	211089	$ 1,577.77
12/10/20	Tuba City Unified School District No.15	20210574	$ 2,344.63
12/18/20	Avondale Elementary School District	210211	$ 9,226.21
12/18/20	Avondale Elementary School District	210211	$ 774.00
12/18/20	Madison Elementary School District	210158	$ 352.60
12/24/20	Tuba City Unified School District No.15	20210598	$ 10,912.31
01/12/21	Cedar Unified School District	21162	$ 3,297.21
01/12/21	Madison Elementary School District	210158	$ 601.25
01/19/21	Madison Elementary School District	210158	$ 779.90
01/26/21	Madison Elementary School District	210158	$ 663.00

01/26/21	Madison Elementary School District	211064	$ 909.05
01/29/21	Avondale Elementary School District	210211	$ 379.00
01/29/21	Avondale Elementary School District	210211	$ 3,410.91
01/29/21	Avondale Elementary School District	210211	$ 3,137.94
01/31/21	Madison Elementary School District	210158	$ 327.50
01/31/21	Tuba City Unified School District No.15	20210646	$ 2,447.40
01/31/21	Avondale Elementary School District	210211	$ 977.91
02/08/21	Avondale Elementary School District	211361	$ 1,363.75
02/11/21	Madison Elementary School District	210158	$ 504.00
02/11/21	Avondale Elementary School District	210111	$ 1,190.25
02/12/21	Avondale Elementary School District	210774	$ 72,093.52
02/12/21	Tuba City Unified School District No.15	20210673	$ 1,385.02
02/12/21	Tuba City Unified School District No.15	20210715	$ 2,246.56
02/17/21	Tuba City Unified School District No.15	20210679	$ 4,874.81
02/19/21	Avondale Elementary School District	211400	$ 5,702.61
02/20/21	Tuba City Unified School District No.15	20210872	$ 5,921.02
02/23/21	Tuba City Unified School District No.15	20220319	$ 50,673.61
02/28/21	Avondale Elementary School District	210211	$ 2,687.75
03/23/21	Tuba City Unified School District No.15	20210815	$ 8,443.86
03/24/21	Tuba City Unified School District No.15	20210816	$ 5,790.62
03/30/21	Avondale Elementary School District	211623	$ 1,161.50
03/31/21	Laveen Elementary School District #59	211362	$ 10,840.90
03/31/21	Tuba City Unified School District No.15	2021085	$ 2,639.39
03/31/21	Avondale Elementary School District	211623	$ 421.50
04/01/21	Avondale Elementary School District	211623	$ 379.00
04/07/21	Tuba City Unified School District No.15	20210855	$ 2,639.39
04/12/21	Avondale Elementary School District	211623	$ 220.00
04/12/21	Avondale Elementary School District	211623	$ 405.00
04/15/21	Avondale Elementary School District	211623	$ 92.50
04/15/21	Avondale Elementary School District	211523	$ 257.50
04/20/21	Tuba City Unified School District No.15	20210865	$ 4,979.65
04/20/21	Tuba City Unified School District No.15	20210867	$ 2,742.23
04/20/21	Tuba City Unified School District No.15	20210868	$ 2,742.23
04/21/21	Tuba City Unified School District No.15	20210716	$ 4,523.10
04/22/21	Tuba City Unified School District No.15	20210724	$ 15,050.00
04/22/21	Tuba City Unified School District No.15	20210847	$ 4,987.78
04/22/21	Tuba City Unified School District No.15	20210858	$ 22,927.72

04/23/21	Murphy School District #21	210499	$ 2,701.63
04/23/21	Tuba City Unified School District No.15	20210866	$ 36,521.54
04/23/21	Avondale Elementary School District	211623	$ 1,119.00
04/23/21	Murphy School District #21	210449	$ 4,567.33
04/26/21	Madison Elementary School District	211623	$ 374.00
04/26/21	Tuba City Unified School District No.15	20210871	$ 5,921.02
04/26/21	Avondale Elementary School District	211673	$ 7,485.73
04/30/21	Tuba City Unified School District No.15	20210870	$ 19,349.66
04/30/21	Avondale Elementary School District	211674	$ 4,400.69
04/30/21	Avondale Elementary School District	211623	$ 305.00
04/30/21	Avondale Elementary School District	211623	$ 102.50
05/10/21	Tuba City Unified School District No.15	20210949	$ 19,941.62
05/10/21	Cedar Unified School District	21221	$ 2,826.57
05/25/21	Avondale Elementary School District	211623	$ 1,004.10
05/28/21	Avondale Elementary School District	211623	$ 839.00
05/31/21	Humboldt Unified School District #22	211406	$ 18,765.65
06/09/21	Tuba City Unified School District No.15	20210873	$ 86,118.34
06/14/21	Tuba City Unified School District No.15	20210894	$ 81,698.95
06/16/21	Tuba City Unified School District No.15	20210980	$ 11,509.39
06/16/21	Tuba City Unified School District No.15	20211003	$ 40,490.52
06/23/21	Tuba City Unified School District No.15	20210964	$ 37,598.34
06/23/21	Tuba City Unified School District No.15	20210967	$ 72,304.50
06/23/21	Tuba City Unified School District No.15	20210968	$ 52,059.24
06/24/21	Avondale Elementary School District	211623	$ 1,337.75
06/30/21	Tuba City Unified School District No.15	20211126	$ 16,584.82
06/30/21	Avondale Elementary School District	211623	$ 2,820.97
07/20/21	Tuba City Unified School District No.15	20220075	$ 10,325.10
07/20/21	Avondale Elementary School District	220201	$ 2,795.42
07/26/21	Avondale Elementary School District	220104	$ 5,547.04
07/28/21	Avondale Elementary School District	220201	$ 127.50
07/31/21	Humboldt Unified School District #22	211482	$ 13,928.39
08/09/21	Avondale Elementary School District	220201	$ 564.25
08/12/21	Cedar Unified School District	22050	$ 6,883.68
08/23/21	Avondale Elementary School District	220653	$ 979.00
08/24/21	Avondale Elementary School District	220652	$ 9,347.92
08/25/21	Tuba City Unified School District No.15	20220128	$ 86,765.38
08/25/21	Tuba City Unified School District No.15	20220130	$ 95,441.94

08/25/21	Tuba City Unified School District No.15	20220236	$ 21,091.40
08/25/21	Tuba City Unified School District No.15	22020265	$ 22,081.56
08/25/21	Tuba City Unified School District No.15	20220215	$ 22,081.55
08/27/21	Tuba City Unified School District No.15	20220131	$ 95,441.94
08/31/21	Avondale Elementary School District	220201	$ 1,832.00
08/31/21	Avondale Elementary School District	220201	$ 4,290.96
09/01/21	Humboldt Unified School District #22	220490	$ 843.17
09/08/21	Tuba City Unified School District No.15	20220317	$ 3,206.23
09/08/21	Tuba City Unified School District No.15	20220318	$ 3,394.47
09/09/21	Tuba City Unified School District No.15	20220129	$ 86,765.38
09/09/21	Tuba City Unified School District No.15	20220132	$ 98,334.12
09/10/21	Avondale Elementary School District	220201	$ 2,320.38
09/13/21	Cedar Unified School District	20220473	$ 3,780.41
09/13/21	Tuba City Unified School District No.15	20220426	$ 21,915.23
09/13/21	Tuba City Unified School District No.15	20220426	$ 21,915.23
09/24/21	Tuba City Unified School District No.15	20220133	$ 75,196.68
09/24/21	Tuba City Unified School District No.15	20220134	$ 72,304.50
09/24/21	Tuba City Unified School District No.15	20220135	$ 89,657.58
09/24/21	Tuba City Unified School District No.15	20220244	$ 43,382.70
09/24/21	Humboldt Unified School District #22	220552	$ 9,926.63
09/24/21	Humboldt Unified School District #22	220630	$ 9,926.63
09/24/21	Avondale Elementary School District	220201	$ 2,355.25
09/28/21	Humboldt Unified School District #22	220664	$ 7,844.68
09/28/21	Tuba City Unified School District No.15	20220512	$ 1,848.64
09/30/21	Humboldt Unified School District #22	220553	$ 10,141.11
09/30/21	Tuba City Unified School District No.15	20220476	$ 5,776.34
09/30/21	Tuba City Unified School District No.15	20220565	$ 19,771.47
09/30/21	Avondale Elementary School District	220201	$ 657.29
10/05/21	Avondale Elementary School District	220201	$ 3,627.62
10/12/21	Tuba City Unified School District No.15	20220472	$ 19,923.49
10/19/21	Avondale Elementary School District	220983	$ 3,636.63
10/21/21	Humboldt Unified School District #22	220461	$ 8,922.22
10/21/21	Tuba City Unified School District No.15	20220404	$ 37,295.08
10/22/21	Tuba City Unified School District No.15	20220366	$ 71,253.34
10/27/21	Cedar Unified School District	20220471	$ 11,896.12
11/05/21	Avondale Elementary School District	220201	$ 546.50
11/18/21	Tuba City Unified School District No.15	20220821	$ 10,891.85

11/19/21	Tuba City Unified School District No.15	20220364	$ 20,698.51
11/19/21	Tuba City Unified School District No.15	20220765	$ 21,180.57
11/22/21	Humboldt Unified School District #22	220890	$ 17,564.15
11/30/21	Tuba City Unified School District No.15	20220764	$ 10,487.44
12/13/21	Tuba City Unified School District No.15	20220315	$ 89,657.58
12/14/21	Tuba City Unified School District No.15	22264	$ 2,301.44
12/15/21	Tuba City Unified School District No.15	20220136	$ 89,657.58
12/15/21	Tuba City Unified School District No.15	20220316	$ 47,877.45
12/17/21	Tuba City Unified School District No.15	20220365	$ 82,786.41
12/17/21	Tuba City Unified School District No.15	20220475	$ 24,772.26
12/17/21	Cedar Unified School District	22192	$ 2,826.57
12/17/21	Tuba City Unified School District No.15	20220793	$ 28,921.80
12/31/21	Humboldt Unified School District #22	20220820	$ 15,413.62
01/31/22	Avondale Elementary School District	220964	$ 946.38

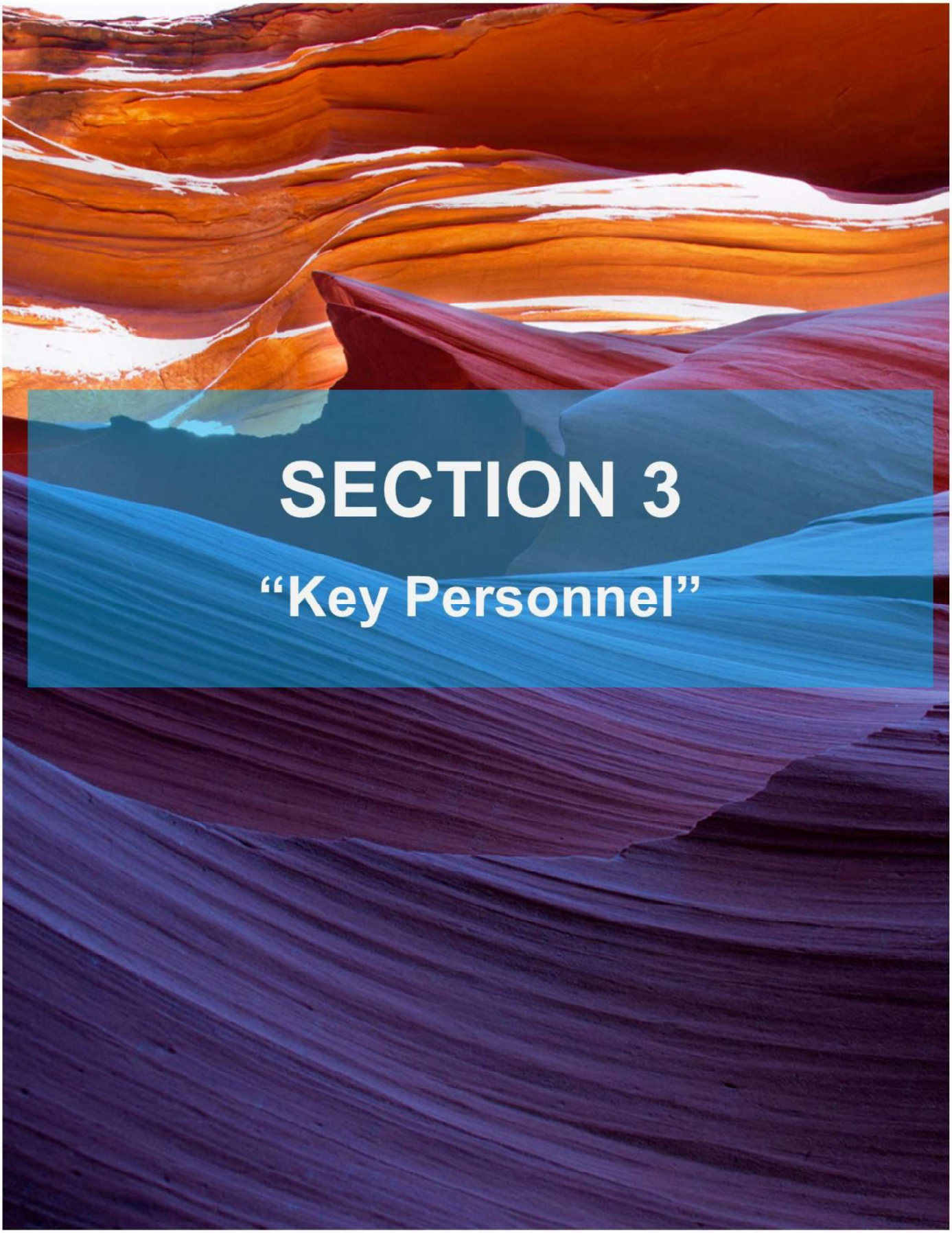
2.3 Provide a description of your experience working on educational or public sector-based projects, working on multiple project simultaneously, and working during limited time frames such as summer breaks and during a typical school year.

The JOC project list above in 2.2 is a pretty good indicator that we are able to facilitate multiple projects simultaneously and were able to do so efficiently and effectively, by seeing the overlap in dates. Couple these projects with the commercial projects we undertake and it's quite revealing that Sunstate has the resources, knowledge, expertise and ability to provide year-round services.

Again, by reviewing the dates in 2.2, a good portion of the projects listed we performed simultaneously and occurred during the summer months. We also focus on minimizing disruptions in the normal activities and flow of the schools' daily operation by working the administration and staff to select the best times to work on projects.



Marsden CleanAir Ionization Generator installed at Tuba City Unified School District. More information in this system in Section 6.


SECTION 3
“Key Personnel”

Sunstate Mechanical Services L.L.C.
a Marsden Services Company

3. PERSONNEL (Section 3)

3.1 Provide a listing of key personnel that will be assigned to this contract and include the following:

3.1.1 Their professional discipline, areas of specialization, achievements, etc.

3.1.2 Resumes or bios to include educational background, certifications, registration/license status, employment history

3.1.3 List of governmental/educational projects the individual had direct involvement; this may include actual work experience with submitting firm or prior engagements with other firms

3.1.4 Number of years with current firm, number of years in the profession

Chris R. Kurtz, Director of Sales and Marketing

3.1.1 Chris has been the senior operations and administrative manager for Sunstate Mechanical Services for almost 12 years. His current areas of specialization include business operations and management, business development, senior corporate liaison, field operations, sales, estimating, planning & design, and safety.

3.1.2 See Chris's resume on the following page.

3.1.3 Chris has been the lead manager for hundreds of projects for government and education customers over the years, including state and local governments, Federal (BIA, FAA, Border Patrol). Here is a list of educational clients he was directly involved with over the years.

Ajo USD	Kenilworth Elem
Alhambra ESD	Lake Havasu USD
Alpine ESD	Laveen ESD
Avondale ESD	Liberty ESD
Baboquivari USD	Litchfield ESD
Bales Elem.	Littleton Elem
Buckeye ESD	Madison ESD
Camelback HS	Marana USD
Casa Grande ESD	Maricopa USD
Catalina Foothills HS	Mesa Public Schools

Cave Creek USD	Murphy ESD
Cedar USD	Nadaburg ESD
Cheatham Elem	Palominas ESD
Chinle USD	Paradise Valley USD
Colorado River UHSD	Patagonia UHSD
Coolidge USD	Payson USD
Creighton ESD	Phoenix UHSD
Deer Valley USD	Pinon USD
Desert Star School	Queen Creek USD
Douglas USD	Round Valley USD
Dysart HS	Sacaton ESD
Eloy ESD	San Tan Foothills Elem
Eloy Jr HS	Santa Cruz HS
Estrella Mountain Elem	Scottsdale USD
Florence USD	Show-Low USD
Fountain Hills USD	Tanque Verde USD
Fowler ESD	Tempe USD
Gila Crossing Community School	Tolleson ESD
Gilbert Public Schools	Tolleson USD
Higley USD	Tuba City USD
Humboldt USD	Washington ESD
JO Combs USD	Wilson ESD
Joseph City USD	Yarnell ESD

3.1.4 Chris has been with Sunstate Mechanical Services for 12 years and has been in the industry approximately 25 years.

CHRIS R. KURTZ

2963 N. Sonoran Hills, Mesa, AZ 85205
chrisk@sunstatemechanical.com, (480)-201-6921



CAREER SUMMARY

I have devoted my entire career on mechanical systems for heating, cooling and ventilation, which has spanned more than 25 years. In 2010, I became Vice President and have taken the lead in managing the company's operations. My current job title has changed to Director of Sales and Estimating, but the responsibilities remain the same. At this point in my career, I am fulfilling the objective I set for myself years ago, to successfully manage a mechanical services company.

EMPLOYMENT HISTORY

Nov 2010 - Present **SUNSTATE MECHANICAL SERVICES; Scottsdale, AZ**
Director of Sales and Estimating

Responsible for managing the business, overseeing field operations; sales, estimating, planning and design, and supervising more than 50 technicians, field managers and office staff. Oversee accounting, including budgeting and all expenditures.

Aug 2008 - Nov 2010 **DESERT COMFORT AIR CONDITION; Phoenix, AZ**
Estimator, Projects Manager

Estimating, project negotiations, equipment & material buy-out, submittal review, business development and customer relations

Apr 2007 – Aug 2008 **RUSHMORE SHEET METAL AND AIR CONDITIONING; Phoenix, AZ**
Project Manager / Estimator

Estimating, scheduling, manpower management, budgeting, business development and customer relations.

Mar 2004 – Feb 2007 **HOCTOR REFRIGERATIN AND HEATING, INC.; Phoenix, AZ**
Field Supervisor

Managed the commercial installation department, managed field staff, air balancing, system design, ensured quality and accuracy.

Apr 2000 – Mar 2004 **WKW MECHANICAL COMPANY; Morgan Hill, CA**
Field Supervisor

Installer for large commercial projects.

Jun 1997 – Apr 2000 **THERMA, INC.; San Jose, CA** **Commercial Journeyman, Installer**

Installer for large commercial projects.

EDUCATION

Foothill College – Los Altos Hills, CA **Major:** Air Conditioning

SPECIALIZED TRAINING AND CERTIFICATIONS

- **Arizona Corporation Commission -** Arizona Blue State, Inc. – 2012
  - **Mitsubishi** - Diamond Designer - 2011
  - **GREENHECK** - Kitchen Ventilation Systems – 2009
  - **The HVAC Technician Certification Program** - EPA Universal Technician – 2005
  - **Foothills College -** Air Conditioning Specialist – 2001
  - **International Training Institute -** Certificate, Sheet Metal and Air Conditioning – 2001
  - **California Apprenticeship Council** - Certificate, Apprenticeship A/C Specialist

CURRENT AND PREVIOUS PROFESSIONAL AFFILIATIONS

- **Arizona Association of School Business Officials (AASBO)**

REFERENCES

Available Upon Request

Sean Jefferies, Sr. Estimator

3.1.1 Sean has been the Sunstate's Senior Estimator for 10 years. His current areas of specialization include business operations and management, business development, sales, estimating, planning & design.

3.1.2 See Sean's resume on the following page.

3.1.3 Sean has been directly involved with hundreds of government and education projects, not only with Sunstate, but with his own mechanical business prior to his current position. His background with state, local, and federal governments include BIA, FAA, Border Patrol, school districts, and universities. To save on the number of pages, please see the list of schools and districts in Chris Kurtz's 3.1.3. Sean was also directly involved in providing price estimates for those contracts.

3.1.4 Sean has been with Sunstate Mechanical Services for 10 years and has been in the industry for more than 20 years.

SEAN JEFFRIES

5101 E. Tamblo Dr., Phoenix, AZ 85044
seanj@suntatemechanical.com, (480) 201-6922



OBJECTIVE

My objective is to work progressively in sales and estimating with a growing mechanical company.

EMPLOYMENT HISTORY

Feb 2012 - Present **SUNSTATE MECHANICAL SERVICES; Scottsdale, AZ**
Senior Estimator

Provide cost estimates for major projects, and review estimates from sales team executives. Responsibilities have covered sales, estimating, purchasing and field management.

Oct 2000 – Feb 2012 **PAGE MECHANICAL; Phoenix, AZ**
Owner and Operator
Owned and operated a mechanical HVAC company.

EDUCATION

U.S. Department of Labor Mine Safety and Health Administration
- Surface, underground, metal, and non-metal mine training

Occupational Safety and Health Administration
- 10 and 30-hour training

SPECIALIZED TRAINING AND CERTIFICATION

MITSUBISHI ELECTRIC - *City Multi (VRF) Service*

SAMSUNG *DVM (VRF) Service*

LOARS - Boiler Service

TRANE – *Rotary Chiller Service, Service Agreement Workshop*

ARIZONA BLUE STAKE - *Excavator Education Course*

NORMAN S WRIGHT CO. - *Design and Application of Variable Refrigerant Systems, Service Agreement Workshop (2016)*

ACCA

- *Superior Customer Training (2015)*
- *Intermediate Wiring Systems & diagrams (2015)*
- *Understanding & Creating Wiring Diagrams (2015)*
- *Advanced System Diagnostics (2015)*
- *Heat Pump Service & troubleshooting (2015)*

REFERENCES

Available Upon Request

Andy Gonzales, Sales Executive

Andy began working for Sunstate Mechanical Services in 2007 as a parts driver. He was quickly promoted into the field and started performing maintenances on HVAC equipment and learning the trade. He has taken several professional advancement classes over the years and gained numerous specialized certificates with Variable Refrigerant Flow (VRF), including Mitsubishi, Samsung, Daikin and Fujitsu.

Over the nine years as a technician, he gained vast knowledge of the HVAC field and has mastered maintenance and installation on virtually any type of HVAC product. Andy has been a Sunstate sales representative for a number of years and was promoted to Sales Executive position seven years ago. His ability to provide quick and accurate proposals has given him the ability to develop and maintain lasting relationships with his clients.

3.1.1 Andy started with Sunstate in 2007 as a parts driver and has worked his way into a sales executive position. Andy is recognized as a leading salesperson with Sunstate.

3.1.2 See Andy's resume on the following page.

3.1.3 Andy has been directly involved with many education customer projects in his current position, and again, please refer to the list provided in Chris Kurtz's 3.1.3. Andy has worked or was the lead salesperson for most of the schools on the list.

3.1.4 Andy has been with Sunstate Mechanical Services for 15 years and has been in the industry for the same number of years.

ANDY GONZALES

12021 N. 96th St. Scottsdale, AZ 85260
andyg@sunstatemechanical.com, (480) 201-6912



PROFESSIONAL SUMMARY

I started working for Sunstate Mechanical in 2007 as a parts driver. I was quickly promoted into the field and start my apprenticeship. I've taken several professional advancement courses over the years and gained numerous certifications. As a technician I specialized my training in VRF systems such as Mitsubishi and Samsung. Over the years I've gained vast knowledge of the HVAC field and have worked on everything from chillers to package units. Through my ability to quickly develop and maintain relationships with customers, I have been in the sales representative role for almost seven years and continue to surpass sales expectations.

EMPLOYMENT HISTORY

Aug 2015 - Present **SUNSTATE MECHANICAL SERVICES; Scottsdale, AZ**
Sales Executive

- **Outside Sales**
- **Estimating and Proposals**
- **Equipment Replacement Specialist**
- **Customer Relations**
- **Technical Support**
- **Site Evaluation**
- **Project Managing**
- **Project Coordinator**
- **Plan and Permitting Coordination**
- **Collections**
- **Service Coordination**
- **Emergency Service Diagnosis**
- **Emergency HVAC Solutions**

Jan 2007 – Aug 2015 **SUN STATE MECHANICAL SERVICES; Scottsdale, AZ**
Field Technician and Parts Driver

- **On Call Service**
- **Service Chiller**
- **Service Boilers**
- **Service Package Units**
- **Service VRF Equipment**
- **MSHA and OSHA Training**
- **Emergency HVAC Solutions**
- **Multiple HVAC Training Classes Per Year**

SKILLS

- **Preventative Maintenance**
- **HVAC Troubleshooting & Diagnostics**
- **Equipment Installation**
- **Blueprint Interpretation**
- **Electrical & Mechanical Repairs**
- **Outstanding Customer Service**
- **Excellent Negotiating Skills**
- **Safety Compliance**

SPECIALIZED TRAINING AND CERTIFICATION

- **Service Agreement Workshop – Trane (2016)**
- **Superior Customer Service – ACCA (2015)**
- **Intermediate Wiring Systems & Diagrams – ACCA (2015)**
- **Understanding & Creating Wiring Diagrams – ACCA (2015)**
- **Advance System Diagnostics) – ACCA (2015)**
- **Heat Pump Service & Troubleshooting – ACCA (2015)**
- **10- & 30-Hour Construction Safety and Health) OHSA (2014)**
- **Fundamentals of Chillers for Technicians – Carrier University (2011)**
- **Mitsubishi Diamond Designer Seminar – Mitsubishi (2010)**
- **Samsung DVM (VRF) Service – Samsung (2010)**
- **30 Hour MSHA Training – MSHA (2010)**
- **Asbestos Awareness Training – OSHA (2010)**
- **Mitsubishi Citi Multi-Service Course – Mitsubishi (2008)**
- **EPA Certification – Mainstream Engineering Corp. (2007)**

REFERENCES

Available upon request.

Brent Youngkin, Sales Executive

Brent has been with Sunstate Mechanical Services for more than 20 years. His responsibilities have expanded as a Sales Executive to include several special projects, such as the point of contact for Marsden's CleanAir Ionization Generator program, which is discussed further in Section 6, Miscellaneous.

3.1.1 Brent has been with Sunstate for 20+ years, beginning as a field technician and now a member of the sales team. As mentioned above, Brent was selected and took on the responsibility for starting Marsden's CleanAir national program. He was also a key player for Marden Services new business, based in Tucson, working directly with Amazon.

3.1.2 See Brent's resume on the following page.

3.1.3 Brent has been directly involved with hundreds of government and education projects, not only with Sunstate, but with his own mechanical business prior to his current position. His background with state, local, and federal governments include BIA, FAA, Border Patrol, school districts, and universities.

3.1.4 Brent has been with Sunstate Mechanical Services for 10 years and has been in the industry for more than 20 years.

BRENT YOUNGKIN

17012 W Statler St., Surprise, AZ 85388
brenty@sunstatemechanical.com, (480) 201-692



PROFESSIONAL SUMMARY

As a highly productive, enthusiastic professional, I continue to hone my skills in the HVAC and plumbing industries. The extensive experienced gained in 20+ years in the industry has given me the ability to be an effective and knowledgeable sales associate.

EMPLOYMENT HISTORY

Jun 2001 - Present **SUNSTATE MECHANICAL SERVICES; Scottsdale, AZ**
Sales Executive

Assist existing clients to establish goals, develop and review plans, and provide cost effective solution for their projects. Estimate mechanical, plumbing, electrical, and IAQ pricing. Support current clients while seeking new customers in commercial and educational markets.

Apr 1999 – Jun 2001 **MECHANICAL MAINTENANCE SERVICES; Phoenix, AZ**

Performed all phases of HVAC installation, repairs and warranty issues.

EDUCATION

Universal Technical Institute – Phoenix, AZ (1995 – 1996) - HVAC

CERTIFICATIONS

- City Multi Variable Refrigerant Flow (Mitsubishi Electric) April 26th 2007
- Diamond Design (Mitsubishi Electric) October 27th 2010
- DVM Variable Refrigerant Flow (Samsung/Quietside) April 10th 2009
- Boiler Service (Laars Heating Systems) March 21st 2012
- Rotary Chiller Service (The Trane Company) December 10th 2004
- Excavator Education Course (Arizona Blue Stake, Inc.) March, 27th 2012
- Superior Customer Service (Air Conditioning Contractors of America (ACCV)
- 10- and 30-Hour Training (OSHA)
- Surface, Underground, Metal and Nonmetal mine Trained (U.S. Department of Labor Mine Safety and Health Administration)

REFERENCES

Available upon request.

Bill Brannen, Government Relations Specialist

Bill is Sunstate's liaison for government entities and public schools. Originally, he was hired in 2014 as an independent consultant but was brought on board in a part-time capacity in 2019. As a member of the sales team his role includes creating proposal responses for IFBs and RFPs, networking with AASBO members and other government entities. Bill works with our parent company, Marsden Services LLC, with contracts, marketing and maintaining social media accounts.

Bill is a State of Arizona retiree, having served as purchasing director for Coconino Community College, Flagstaff Unified School District, Mohave Educational Services Cooperative and Creighton Elementary School District. He has JOC experience as both the client and the contractor and has co-presented JOC breakout sessions at AASBO conferences.

Bill obtained his lifetime C.P.M. designation in 2006.

3.1.1 Bill has been a Sunstate employee since 2019 as its Government Relations Specialist but was previously a consultant providing the same services since 2014. His current areas of specialization include development of bids and proposals, marketing, maintaining social media accounts, education and government business development, sales, representing the company at conferences and meetings.

3.1.2 See Bill's resume on the following page.

3.1.3 Bill has worked on and with hundreds of government and education bids and proposals, during his years at Mohave Educational Services Cooperative, Coconino Community College, Flagstaff Unified School District, Creighton Elementary School District and, his consulting firm, Quotellus.

3.1.4 Bill has been with Sunstate Mechanical Services for more than three years, worked as a consultant from 2014 to 2018, and has been in the government and education industry for more than 28 years.

WILLIAM SCOTT BRANNEN, JR.

10218 W. Highwood Ln., Sun City, AZ 85373
b.brannen549@outlook.com, 928-607-4667



EMPLOYMENT HISTORY

Jan 2019 – Present **SUNSTATE MECHANICAL SERVICES;**
Scottsdale, AZ

Government Relations Specialist

This position provides liaison services between Sunstate Mechanical Services and government & education entities. It entails conducting marketing research, client outreach, developing communication strategies, creating proposals and bids, and representing the company at conferences, trade shows and meetings.

Mar 2014 – Dec 2018 **QUOTELLUS, LLC; Sun City, AZ**
Owner / Consultant

Quotellus Consulting assisted companies, firms and individuals seeking government contracts through competitive bidding and proposing processes.

June 2013– Feb 2014 **CREIGHTON ELEMENTARY SCHOOL DISTRICT; Phoenix, AZ**
Purchasing Manager

Duties included direction and leadership for the purchasing department, which provides procurement services for more than nine schools.

April 2011- Jun 2013 **MOHAVE EDUCATIONAL SERVICES COOPERATIVE; Kingman, AZ**
Director of Contracting Programs

Reporting directly to the Executive Director, the Director of Contracting Programs is responsible for development and management of the organization's cooperative procurement contracting program.

Jan. 2001- Mar. 2011 **FLAGSTAFF UNIFIED SCHOOL DISTRICT; Flagstaff, AZ**
Director of Materials and Contract Management

Provided direction and leadership for the Materials & Contracts Management departments: purchasing, district warehouse operations, printing services, postal services, property management (fixed asset and surplus property), and accounts payable from 2001-2005.

May 2000 – Jan. 2001 **HONEYWELL INTERNATIONAL AEROSPACE (Engines Division);**
Phoenix, AZ - Planner/Buyer/Administrator

Planned, purchased and administrated aerospace products, utilizing MRP software to initiate and administrate orders.

June 1994-May 2000 **COCONINO COUNTY COMMUNITY COLLEGE*; Flagstaff, AZ***
Director for Purchasing and Auxiliary Services

Reporting directly to the Vice President of Administrative Support, duties included providing direction and leadership for the centralized purchasing department, shipping and receiving, inventory control, and auxiliary services operations.

June 1980- June 1994 **AIRESEARH / ALLIEDSIGNAL AEROSPACE; Phoenix, AZ**
Planner/Buyer/Administrator

Planned, purchased, and administrated aerospace products (nationally and internationally), utilizing MRP software to initiate and administer orders.

EDUCATION

Arizona State University - Tempe, AZ — **Major:** Business
New Mexico State University - Las Cruces, NM — **Major:** Mass Communications
Glendale Community College - Glendale, AZ — **Major:** Mass Communications

CERTIFICATIONS

Certified Purchasing Manager (C.P.M.) – Lifetime (Issued Nov. 2006)
–Institute for Supply Management, Inc.

SPECIALIZED TRAINING

American Production and Inventory Control Society (APICS)
Statistical Process Control (SPC)
Total Quality Leadership Training (TQL)

CURRENT AND PREVIOUS PROFESSIONAL AFFILIATIONS

Arizona Association of School Business Officials (AASBO)
Center for Job Order Contracting Excellence – Arizona Chapter
Mohave Educational Services Cooperative Board of Trustees, March 2006 to 2011
–Vice President 2008-2011
National Institute of Governmental Purchasers (NIGP) – Grand Canyon Chapter
– Founding Vice President
National Association of Educational Buyers (NAEB)

REFERENCES

Available Upon Request

Pablo Provencio, Project Manager

In 1991, Pablo entered the C.A.R.L.O.T.A. police academy here in Arizona and served as a police officer for 12 years, 6 years as a county investigator, in southeastern Arizona.

In 2004, Pablo made a career change and entered into the commercial construction industry, beginning as a plumbing apprentice. He quickly gained knowledge in many different aspects of the industry. Through time and added experience, Pablo became a "lead" to foremen who taught him additional skills which added to his success.

3.1.1 Pablo is one of our Project Managers and has been a Sunstate employee since March of this year.

3.1.2 See Pablo's resume on the following page.

3.1.3 Pablo has worked on:

- Arizona State University, numerous projects which included BIO Design A, B, C and other research labs on campus. Both in Tempe and east valley campus.
- Mesa Crime Lab. Standard maintenance and calibrations of air control valves for critical spaces.
- New Mexico Crime Lab in Albuquerque N.M. (Same as above)
- Grand Canyon State University. Tenant Improvement project which included extensive replacement of exhaust and supply air control valves for research.
- Los Alamos in New Mexico. Programming and start-up of Phoenix Control valves in different research labs. Maintenance and start-ups of control valves including trouble shooting.
- City of Mesa. Certification and verification of exhaust hoods and Installation of new air control valves.
- City of Phoenix wastewater treatment plant. Calibration and certification of research and testing exhaust hoods. Also replacing air control valves and programming to specified engineered flows.
- City of Mesa. Wastewater treatment plant. HVAC scope on new electrical support building.

3.1.4 Pablo has been with Sunstate Mechanical Services since March of this year and has been in the construction, mechanical and plumbing industries for 18 years.

PABLO PROVENCIO

38296 N. Tumbleweed Lane, San Tan Valley, Arizona 85140
pablop@sunstatemechanical.com, (480) 313-8857



PROFESSIONAL SUMMARY

Started my employment in law enforcement in 1991, and in 2004 changed careers, entering into the commercial construction industry. Over the 18 years, my responsibilities increased from plumbing apprentice, to lead to foreman, and now as a Project Manager with Sunstate Mechanical Services.

EMPLOYMENT HISTORY

Mar 2022 - Present **SUNSTATE MECHANICAL SERVICES; Scottsdale, AZ**
Project Manager

- Manage and coordinate projects from conception to completion, assist with design solutions, review specifications and industry standards, ensure materials/equipment meet specifications
- Complete and manage all RFI's, change orders, purchase orders and submittals
- Estimate and complete projects for new and existing customers
- Work in an environment with deadlines and having to multi-task with multiple priorities and projects while ensuring contractual conditions of projects were met.

Oct 2019 – Sept 2021 **KARBER CORPORATION; Scottsdale, AZ**
Project Manager (Special Projects)

- Manage and coordinate projects from conception to completion, assist with design solutions, review specifications and industry standards, ensure materials/equipment meet specifications
- Complete and manage all RFI's, change orders, purchase orders and submittals
- Estimate and complete projects for new and existing customers
- Ensure contractual conditions of projects were met to client's specifications

Feb 2015 – Oct 2019 **AIRTELLIGENCE; Scottsdale, AZ**
Various Positions

Programming and Technical Inspection

- Reviewed system requirements and made programming adjustments for critical environments related to air flows. Specifically pertaining to operating rooms, ICU's laboratories and work environments where health and safety were priorities.
- Program specific work completed for Phoenix Vales in multiples states including Arizona, New Mexico, Nevada and West Texas. Programming performed and maintained at Los Alamos, New Mexico Crime Labs, Mesa Az Crime Labs and multiple hospitals in AZ, NV and TX

- Inspections and programming completed in existing and new research laboratories in multiple locations for Arizona State University. Additional universities included U of A, UTEP, Midwestern University, Western New Mexico University and multiple community colleges in Arizona.

Estimating and Procurement from 2015 through 2017

- Responsible for specifications review and procurement of project specific equipment outlined for new construction and existing remodel work
- Produced pricing proposal in support of sales staff location in New Mexico, Arizona, Nevada and west Texas.

May 2004 – Feb 2015 **INTERSTATE MECHANICAL CORP. (IMCOR), Phoenix, AZ**
Various

Facilities Services Group, Business Development - Jan 2014 to Feb 2015

- Managed facilities projects with new and existing customers
- Supervised and assigned work activities for field personnel
- Monitored job cost to ensure maximum profitability for department and company

Assistant Project Manager at Intel, Fab 42 - Jun 2010 to Dec 2013

- Inspected work in progress and upon completion, by task, to ensure conformance to contract documents and specifications. Supervised and assigned work activities for field personnel, monitored and enforced jobsite safety protocols,
- Provided training for new workers and apprentices
- Reviewed job submittals, interpreted specifications, blueprints, and associated reports, job schedule, shipping dates, job cost documents, manpower and crew costs with the trade General Superintendent and project management personnel
- Attended turnover and subcontractor meetings
- Communicated/coordinated with office administration, production shop departments and other trades for securing materials and equipment

SPECIALIZED TRAINING AND CERTIFICATION

- **OSHA 30-HR & 10-HR Training**
- **CPR/First Aid Training**
- **Silicon Solar Inc. Solar Training & Sunmax Solar Training**
- **Maxwell Systems Training (Mechanical)**
- **Powered Industrial Trucks, Rough Terrain Forklifts, Excavation, Boom & Scissor Lift**
- **Intro to R-410A**
- **Network Awareness Training (AT&T)**

REFERENCES

Available Upon Request

3.1.1 Lyn has been a Sunstate employee since 2016 as its Accounting Manager. Her areas of specialization include managing the accounting department (AR/AP), collections, contracts, multi-state licensing, generating reports (including monthly 1GPA activity report and Davis-Bacon wage reporting). She also handles HR duties between Sunstate and our parent company, Marsden Services, in St. Paul, MN.

3.1.2 See Lyn's resume on the following page.

3.1.3 Lyn has been responsible for virtually every government and education project since 2016.

3.1.4 Lyn has been with Sunstate Mechanical Services for more than six years and has worked as an accountant and office manager for approximately 20 years.

Evelyn J. Kuson

2623 E. Roma Ave., Phoenix, AZ 85016
lynk@sunstatemechanical.com, (480) 998-9620



PROFESSIONAL SUMMARY

My career has centered on office management and all facts of accounting, but also includes Human Resources, contracts management, safety reporting and others.

EMPLOYMENT HISTORY

May 2016 - Present **SUNSTATE MECHANICAL SERVICES; Scottsdale, AZ**
Sales Executive

- Invoicing – AIA, T & M, progress billings
- Collections
- Licensing
- Preventive maintenance contracts
- Conditional progress, conditional final, unconditional progress and unconditional final lien waivers
- Assisting customers
- Various third-party billing applications
- Human Resources liaison between Sunstate and Corporate

Jun 2004 – May 2016 **HIGH PURITY D.R.A.W.; Phoenix, AZ**
Office Manager

- Process all A/R, A/P and H/R
- Outgoing correspondence, travel arrangements, maintained office equipment and tracked vehicles;
- Processing subcontracts, 20-Day Preliminary Notices, waivers and certificates of insurance for all projects.

April 2002 – Jun 2004 **SDB, Inc.; Tempe, AZ**
Contract Administrator

- Construction bid preparation, accumulating vendor quotes, ordering bid bonds, logging and tracking addenda, filling out and notarizing when required all bid related paperwork;
- Tracking all subcontractor and owner contracts for billings and payments;
- Requested waivers and certificated of insurance;
- Processed all invoice for the Industrial Division.

EDUCATION

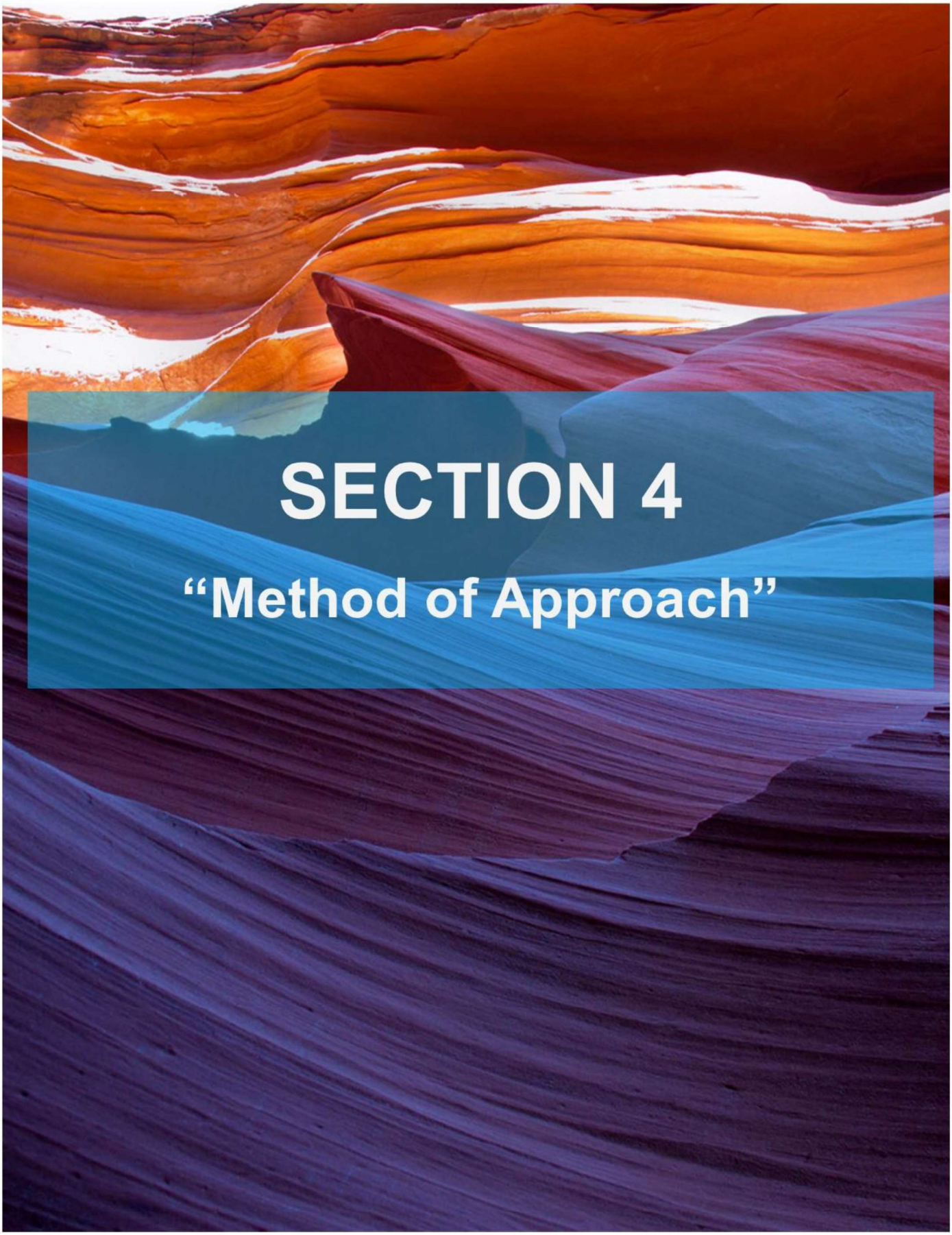
Kennebec Valley Vocational Technical Institute, Waterville, ME 1980 - 1982 – Associate Degree Secretarial Science

CERTIFICATIONS

Notary – State of Arizona, Maricopa County

REFERENCES

Available upon request.


SECTION 4
“Method of Approach”

4.1 Contract Management Plan

4.1.1 Provide a statement of your plan for performing and managing the work.

There are several elements of every contract, which can include the offer, acceptance, consideration, mutuality of obligation, competency, and capacity. Then there is the functionality of the contract (performing and managing), which also has several elements including site management, performance, accountability, warranties, sustainability, and most important, safety. Sunstate Mechanical services offers the following method of approach for this contract:

- **Management—**Every clause, term, condition, and provision within the contract is a guide to the success of any contract. Sunstate Mechanical Services' management team will adhere to every element of the contract with the strictest execution. We want to be successful and have a great working relationship with 1GPA MEMBERS. We want to prove our skills with contract management because our goal is to not just be awarded once; we are looking down the road for additional long-term relationships.

- **Performance—** Having the highest regard for our customers means a higher return on investment---for both parties. The more Sunstate Mechanical Services clients are pleased with our approach to customer support, quality products, and follow up services, the more likely they are to contract with us on future projects.

- **Quality Assurance—**Sunstate's philosophy is that all employees are held to the highest level of performance standards. This is enforced and monitored by the service manager, project manager, and continues up to the senior management. We have built our reputation on satisfaction through quick response times, detailed wok and follow up after the service has been completed.

- **Warranties—**SMS provides full labor/install warranties on all projects. Equipment is not only covered under the manufacturer's warranties, but we offer 1GPA MEMBERS two-years warranty (as required by law) and can offer extended parts and labor up to 10 years.

- **Follow up—**SMS is dedicated to following up with our customers months and years after the project is completed. We want to know if the products we installed are functioning to our customers' satisfaction. Are they noticing any deviations in performance from the original install? Are there any anomalies occurring that we can assess and correct before it creates a major crisis?

- **Sustainability—**Sunstate Mechanical Services offers preventative maintenance on all equipment to maximize their longevity and reduce life cycle costs. We know that capital budgets in Arizona are limited, and that the best way to ensure continued performance of the equipment is through sustainable efforts.

4.1.2 What specific software program does your firm use in developing job estimates.

SMS uses the UPB for all projects. We use third-party software called FastDUCT and FastPIPE for design, estimating and pricing. The unit pricing is derived electronically through an online Master Catalog that contains more than 250,000 items---just for mechanical alone. SMS has utilized the FastDUCT and FastPIPE design and cost estimating system to ensure accuracy in the bill of materials and the pricing associated with them, since 2011. For all school and government projects, we compare the system's pricing to RS MEANS or other UPBs to ensure the best value for our customers.

- **Secure the Contract -** Securing the contract starts the ball rolling. Once the parties have agreed to the terms, conditions, and pricing, Sunstate Mechanical Services will begin developing a pre-installation schedule to ensure all aspects of the details prior to the installation dates have been covered. Since there are four Alternate Bids, the district will need to confirm for us the option they have selected.

- **Schedule pre-installation meetings -** Sunstate Mechanical Service's sale and estimating team, along with our project manager and senior management team will meet either in person or via Zoom to go over the project plan and discuss expectations by both parties. These meetings give us the opportunity to meet the district's points of contacts and discuss pre-installation steps that will help us establish the entire project timeline. This would include, but not limited to, setting up times and dates for complete inspection and assessment of the buildings, equipment, sites, infrastructure, determining required permits (if applicable), and site accessibility.

- **Perform Complete Site Inspection -** We will schedule an appointment with the district to perform an onsite inspection.

- **Order equipment -** We will begin ordering the equipment, parts, and components and setup delivery schedules in accordance with the project schedule.

- **Establish timeline goals and complete project schedule -** Once the delivery schedules have been established, we can start developing tasks and goals around those dates. We will then setup a meeting with the District to confirm the progress timeline and establish an estimated completion date.

- **Secure subcontractors for field specific work (i.e. cranes) -** This project will need some non-in-house subcontractors, such as crane services. We will coordinate their services in accordance with the project schedule.

- **Assign installation crews and technicians -** Sunstate Mechanical Services will then assign it in-house crews and technicians to be on site depending on

the estimated number of days to complete the installation, perform the testing, make adjustments as need, provide operational training, and turn the system over to the District.

- **Follow-up -** We will follow up with the district staff by Zoom or in person at one week, and again in one month after installation. We will remain on call for two years per the warranty provisions.

4.1.3 Explain how you plan to ensure prompt responses to job order requests.

"Time is of the essence!" This is the perfect phrase for understanding the needs of customers whose lives are impacted by either the need for repairing or replacing HVAC equipment. Sunstate has a highly experienced and dedicated staff, from the operations manager to the dispatchers to the field technicians who coordinate timely responses, not only in Maricopa County, but the entire state.

4.1.4 Provide your plan for responding to and performing multiple job orders at the same time.

As changes in service volumes occur, Sunstate Mechanical Services will take actions to either increase or shift staff accordingly. Our service technicians are trained in several disciplines including HVAC, plumbing and electrical. In the event that work volumes drop in one area, they can be moved into other areas rather than reducing our workforce. As with any other company, school district or government entity, when absenteeism occurs there are several ways to maintain coverage. This might include splitting teams up, hiring temporary help or using subcontractors.

4.1.5 Explain what limitations you have geographically or in the number of simultaneous job orders.

Sunstate has provided products and services to customers around the state. We also send field service teams to other states to work with subcontracted mechanical contractors in those states. We take pride in our ability to make resource adjustments on fly.

4.1.6 Describe firm's philosophy on self-performing any of the trade work.

Customers can realize value when companies are able to self-perform in projects requiring other trades. Sunstate is a full-service HVAC, plumbing, electrical and indoor air quality company. We are also licensed as a KB-1 general contractor, so that we can .

4.2 Quality Management Plan

4.2.1 Explain how you set goals and monitor the performance of your company.

We track our progress with a pre-determined project timeline. If the project is behind schedule, it is our responsibility to determine the causes and find solutions to get the project back in sync. Some situations can be unforeseen, like weather, backorder issues with parts or equipment, delays with permits, and even

pandemics. Regardless of the cause(s), we will find ways to work around the delay by focusing on alternatives to keep the project moving.

Communication is the key to the success of any project. We want the owners to be kept informed on a regular basis that works best with their schedules and timeframes, which could include providing daily reports, conducting joint meetings in person or through online meetings, etc. When requested by the owner, we can supply any reporting data they desire.

4.2.2 Explain how you inspect the work to ensure quality.

Sunstate's philosophy is that all employees are held to the highest level of performance standards. We have built our reputation on satisfaction through quick response times, detailed work and follow up after the service is complete. Work quality is monitored by the service manager, project manager, and continues up to the owner.

We keep a hands-on approach to every project. Our service managers and project managers, who are responsible for all the work performed by employees, perform quality audits on all projects. To further assess quality performance, we conduct random pop-in site inspections, which are conducted by either our managers or designated representatives. These inspections are designed to ensure that the materials used, the methods for installation and the function of the overall system meet or exceed the criteria set forth in the designs.

4.2.3 Explain how you stay on schedule.

As mentioned in 4.2.1, we track our progress with the pre-determined project timeline. We will the best and quickest means, that has the least impact on the customer, to stay on schedule.

Some solutions may require bringing in additional manpower, adding second shifts, or working weekends. If possible, we can modify the steps and milestones in the timeline as work-around solution.

4.2.4 Explain your complaint and dispute resolution procedure.

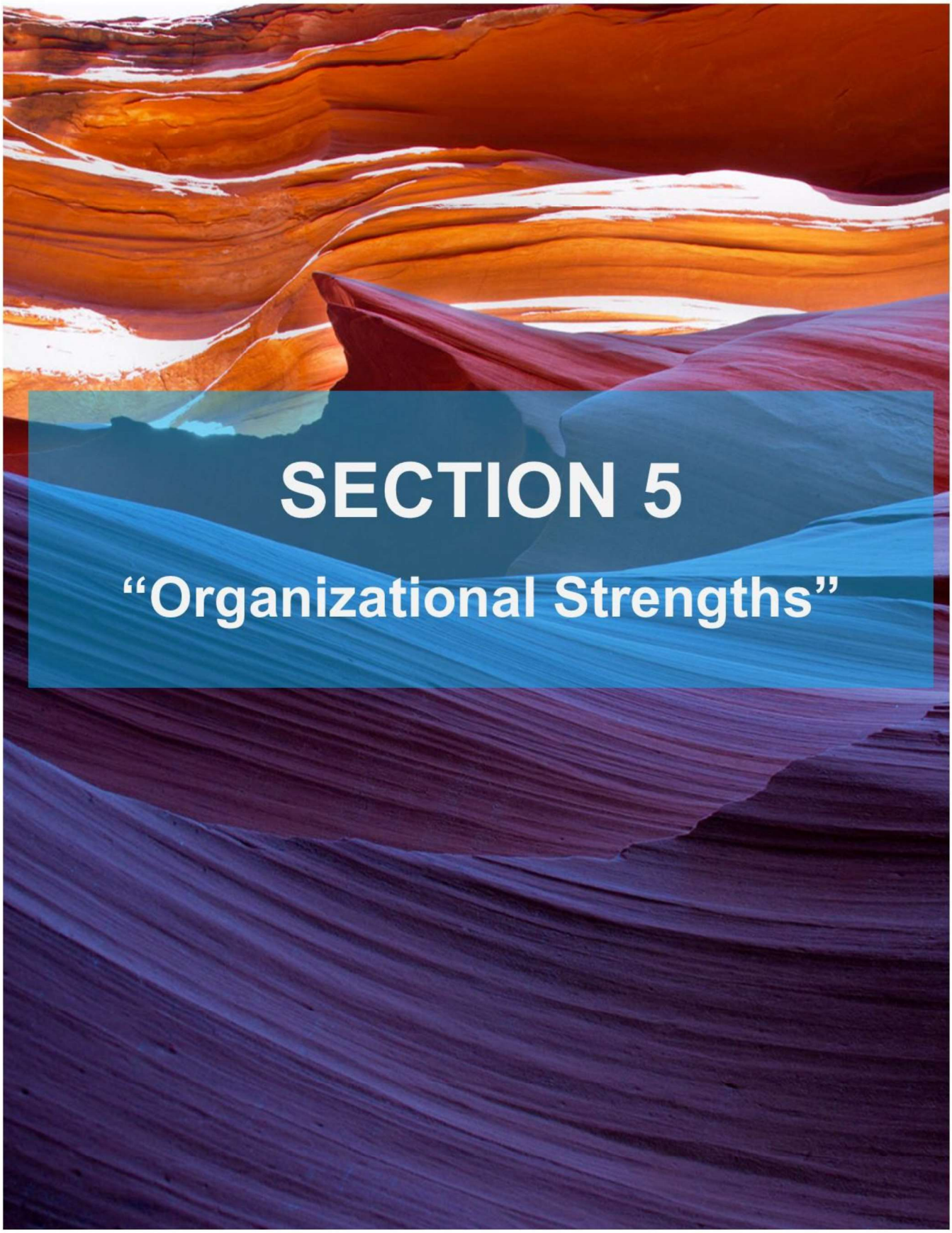
Should an issue occur that causes concern or controversy that escalates to a complaint or dispute, Sunstate Mechanical Services will take immediate action to find the root causes and then take any necessary and appropriate action to remedy the situation. Meeting and satisfying the needs of our customers is our most important obligation.

4.3 Subcontractor Management Plan

Provide an overview of the firm's subcontractor management plan including the selection plan as provided in the RFQ-Step 1 process.

Sunstate Mechanical Services values the relationships it maintains with its vendor and subcontractor partners. We solicit competitive bids for all subcontractor services while considering their expertise in relation to a specific project.
Subcontractors are used when a particular trade is outside of our wheelhouse (i.e., crane services), or if workloads require additional resources.

Including evaluating bids, subcontractors are selected on the basis of quality and experience on previous projects with Sunstate, and by conducting reference checks with other trade partners. Available manpower and ability to meet deadlines are also used as factors for subcontractor selection. All subcontractors on site will be managed and overseen by Sunstate personnel. Subcontractors are held to the same standards and performance levels as Sunstate personnel.


SECTION 5
“Organizational Strengths”

5. Organization Strengths (Section 5)

5.1 Provide audited (preferred) financial statements representing the past two (2) years. Provide Balance Sheets and the Statement of Income and retained earnings. Financial statements will be considered confidential. *Provide this information in a separate upload on the OpenGov procurement portal. Do not include this information in your technical proposal.*

Please see the financial from the past two years, uploaded in a separate file in OpenGov.

5.2 Provide a letter from your bonding company indicating your firm's maximum cumulative bonding limit, your single project limit and identify your firm's current available bonding capacity.

TRAVELERS

May 12, 2022

Sunstate Mechanical Services, L.L.C
2124 University Ave West
Saint Paul, MN 55114

Re: Surety Reference Letter – Trane U.S, Inc.

To Whom It May Concern:

It has been the privilege of Travelers Casualty and Surety Company of America ("Travelers")[1] to provide surety bonds for Sunstate Mechanical Services, L.L.C. . We have supported them on individual projects in excess of $500,000 with an aggregate backlog up to $30,000,000.

It is our opinion that Sunstate Mechanical Services, L.L.C. is qualified and successful company which Travelers is proud to have as a customer. At their request, we will give favorable consideration to providing required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between Sunstate Mechanical Services, L.L.C. and Travelers, and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA

Tracy Chehoski, Attorney-in-Fact

[1] Travelers is an A+ (Superior) A.M. Best rated insurance company (Financial Size Category XV ($2 billion or more)).

5.3 Provide a certificate of insurance indicating your firm's insurance coverage. A sample certificate may be provided. However, before any work is initiated, the successful contractor must provide a certificate that names the 1GPA Member as additional insured.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency LLC
6160 Golden Hills Drive
Minneapolis MN 55416

CONTACT NAME: Veronica Lawrence
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: MarsdenCertificates@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Greenwich Insurance Company	22322
INSURER B : XL Insurance America, Inc.	24554
INSURER C : ACE Property & Casualty Insurance Co	20699
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sunstate Mechanical Services, LLC
7845 East Redfield Road, Suite 100
Scottsdale, AZ 85260
MARSDEN

COVERAGES — CERTIFICATE NUMBER: 307522187 — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			RGD943761809	1/1/2022	1/1/2023	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			RAD943762009	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			XEUG72499001002	1/1/2022	1/1/2023	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 250,000							$
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		RWD943538909 (AOS) RWR943539009 (WI Only)	1/1/2022 1/1/2022	1/1/2023 1/1/2023	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation policy (RWD943538909) includes Employers Liability coverage for the following Monopolistic States: Ohio, North Dakota, Washington and Wyoming

CERTIFICATE HOLDER
Evidence of Insurance

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

5.4 Provide a letter from your firm's insurance company stating the Workers' Compensation Experience Modification Rate (EMR) for the past three (3) years. The letter shall be on the insurance company's letterhead and shall be signed by an appropriate individual employed by the insurance company.

MARSH & McLENNAN AGENCY

January 1, 2022

RE: Sunstate Mechanical Services, L.L.C. – Experience Modification

To Whom It Concerns:

Please accept this letter as confirmation that the NCCI Workers' Compensation Experience Modification factors for the above referenced entity are as follows:

Effective Date	Modification Factor
1/1/2022	0.79
1/1/2021	0.79
1/1/2020	0.93
1/1/2019	0.88

Feel free to contact us if you have questions.

Respectfully,

Marsh & McLennan Agency

Clint Gemmill
Client Director

5.5 Identify the current total dollar value of awarded construction work currently being managed by the local office. Identify the total number of direct employees of local office supporting construction value noted above.

Sunstate current total dollar value of awarded construction work currently being managed by the Scottsdale office is $ 6.5M .

The total number of direct employees in the Scottsdale office supporting the construction noted above is 3 office, 2 project managers, 2 supervisors, 25-30 construction, 15 service technicians .

5.6 Identify any judgments or liens against your firm within the past three years.

Sunstate Mechanical Services has had no judgments or liens filed against it in the past three years.

5.7 Identify any current unresolved bond claims against your firm.

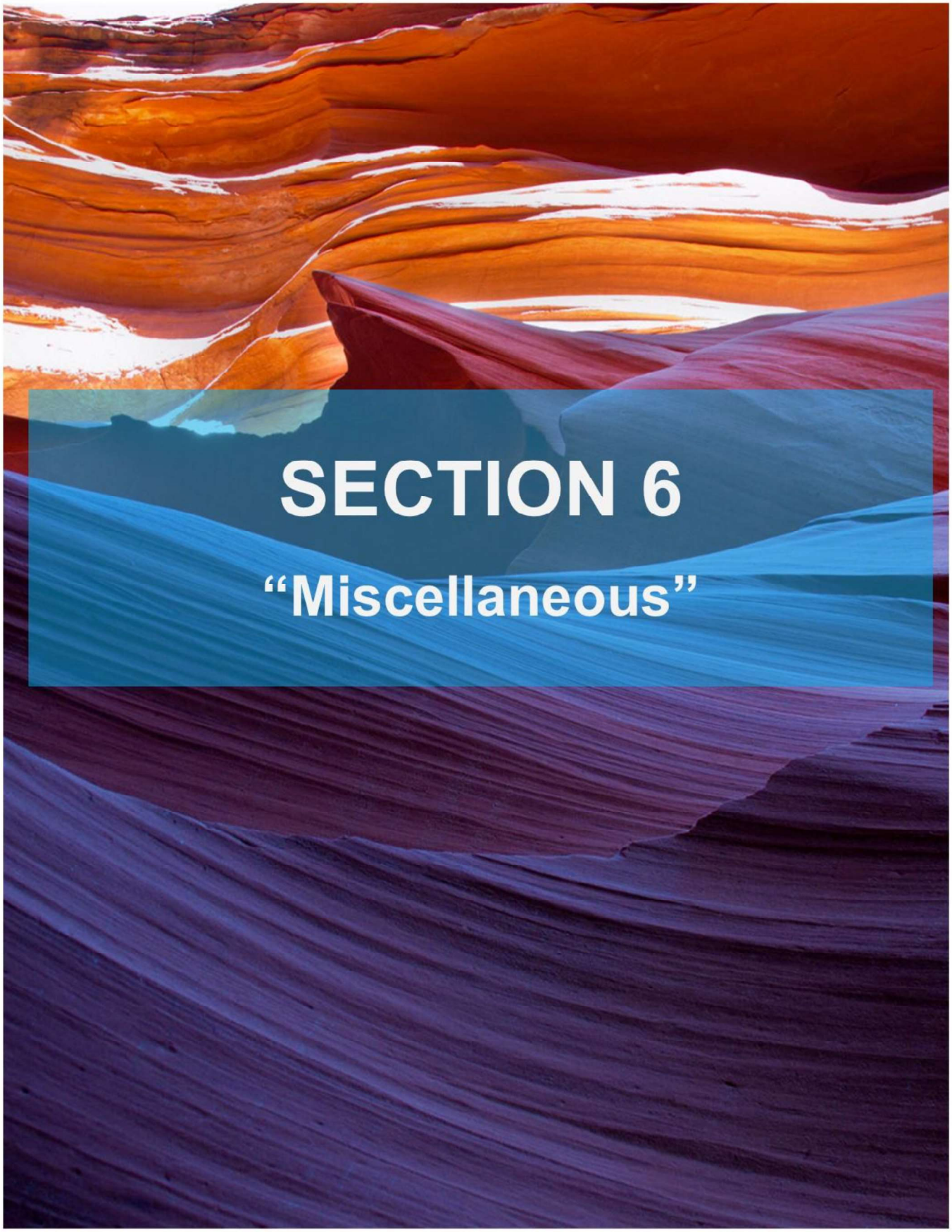
Sunstate Mechanical Services has no current unresolved bond claims against it.

5.8 Identify any deficiency orders issued against your firm by the Arizona Register of Contractors over the past three years.

Sunstate Mechanical Services has had no deficiency order issued against it by the ROC over the past three years.

5.9 Identify any filing under the U.S. Bankruptcy Code over the past three years.

Sunstate Mechanical Services has had no filings submitted under the U.S. Bankruptcy Code over the past three years.


SECTION 6
“Miscellaneous”

6. Miscellaneous (Section 6)

Provide any additional information that would add value to the program offered that has not been identified above.

Sunstate Mechanical Services is proposing to add two product and installation programs into the category of Indoor Air Quality (IAQ) under this contract, the Marsden CleanAir System and the HALO Smart Sensors from IPVideo Inc.

Marsden CleanAir System



The Marsden CleanAir system, is a patented ionization air and surface purification generator, manufactured by Purifi Labs. There are a number of ionization systems available in the market, but the Marsden CleanAir is the only generator that uses a "bi-polar cold plasma" process. It's the only one of the top four selling systems that eliminates indoor ozone, works on demand, pairs with an IAQ sensor, and provides real-time feedback and data collection.

The systems are installed into the ventilation ducts and wired to the central HVAC fan. A sensor is installed in any room, or multiple rooms, and monitors particulate matter, biological agents, allergens, odors, and toxic chemicals. When the sensor senses the programmed levels in the air, the system activates the generator and starts the fan motor, and it can do this with or without the air conditioner and heating unit in operation.

Over the last two years, Sunstate has installed hundreds of these units in several commercial and manufacturing sites, offices buildings, restaurants, and schools.

Comparing Brands

The Marsden CleanAir system is one of several brands being sold in the ionization market, but they all function differently. One leading brand has had its effectiveness challenged by Boeing after its engineers conducted a efficacy study. The engineers determined that the company's system had not shown significant disinfection effectiveness. The same company is also facing a lawsuit in Delaware for misleading its effectiveness against VOCs and COVID-19, and that its testing was not done under real-world conditions (actually conducted in a container about the size of a shoe box).

Purifi Labs' CleanAir system has been proven by independent third-party testing, in a 20' x 8' x 8' room, to neutralize SARS-CoV-2 (COVID-19) and the Delta Variant by 95% in 29 minutes, with a progressive reduction of 99.999% in 59 minutes. All ionizing systems produce ozone, but CleanAir's patented process converts the ozone to oxygen. The lab results can be seen at https://eadn-wc01-5976730.nxedge.io/wp-content/uploads/2020/11/Purifi-Delta-Report-Final-Docusign.pdf

What Makes Marsden CleanAir Different?

Sunstate Mechanical Services L.L.C.
a Marsden Services Company

MARSDEN SERVICES






	Plasma Air	AtmosAir	GPS	CleanAir
Central Duct-Mounted Installation?	✓	✓	✓	✓
Method of Purification?	Bi-Polar, Corona Discharge	Bi-Polar, Corona Discharge	Needle Point	Bi-Polar Cold Plasma
Covers 2,500+ Sq Ft?	✓	✓	X	✓
Eliminates Indoor Ozone?	X	X	X	✓
Works On Demand?	X	X	X	✓
Pairs with IAQ Sensor?	X	X	X	✓
Real-Time Feedback?	X	X	X	✓
Collects Big Data?	X	X	X	✓

HALO Smart Sensor



HALO Smart Sensors are new to us at Sunstate. We became extremely interested in this device and technology after inquiries from several school districts.

The HALO Smart Sensors are typically installed in high school and middle school restrooms but can be used in any room area requiring health and safety monitoring. Other markets include commercial buildings, healthcare, hospitality, manufacturing and multi-residential buildings. Each unit can detect the presence of vape, marijuana and other chemical properties, as well as determining aggressive situations and gun shots. These devices can capture real-time comprehensive building safety and health related activities and store the data for post-event analysis. IPVideo has a demo video on its training video page at:

https://halodetect.com/resources/training-videos/ Scroll down to Demo Videos and click on the **Vape Detector Demo**.

This is a new product and software system for Sunstate, but we are an approved HALO Smart Sensor reseller. These units are hard-wired into 110V-120V power sources and connected to the owners' servers with Cat 5 cabling. For more information see the flyer on the following page.



What Is HALO?

The HALO Smart Sensor is an IoT device that captures comprehensive health, safety, and vaping awareness. It is the #1 vape detector worldwide for vaping and vaping with THC detection. As of 2021, HALO has won over 50 awards and is in over 1,500 school districts throughout the country to help combat the vaping epidemic. The market for devices such as the HALO Smart Sensor is not only helpful for schools, but other markets as well such as healthcare, hospitality, commercial buildings, apartment complexes, assisted living, and more.

As part of the newest v2.5 software release, HALO provides both a real-time Air Quality and Health Index that sends alerts when either index falls into danger zones. In conjunction with HALO Cloud, the sensor also provides critical automated reports that allow building owners and administrators to demonstrate they are providing a healthy indoor environment and/or validate that facility improvement is needed.

The new 2.5 software features in HALO allow its users to capture comprehensive building awareness with an all-in-one device. Used for health and safety, HALO is a vape detector, an air quality monitor, and a complete security device for privacy areas where you do not want to use a camera or microphone. With a single device HALO provides Building Health Monitoring, Indoor Air Quality Monitoring, Vape Detection, THC Detection, Gunshot Detection, Emergency Key Word alerting, Audible alerting, Light/Occupancy alerting, Chemical alerting, VOC alerting, Tamper alerting as well as Temperature, Humidity and Pressure alerting.

HALO Smart Sensors Detect:

- Marijuana
- Vape
- Masking (hiding vape)
- Carbon Monoxide
- Carbon Dioxide
- Nitrogen Dioxide
- Temperature & Humidity
- Volatile Organic Compounds (VOC)
- Particulate Matter
- Help (Spoken Keyword)
- Gunshot
- Aggression
- Light Level
- Tampering

Capture real-time comprehensive building safety and health awareness with the all-in-one HALO Smart Sensor 2C and the HALO Cloud Health Index.

Sunstate Mechanical Services L.L.C.
a Marsden Services Company

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HALO SMART SENSOR
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The following is a Cooperative Solicitation, released via Paradise Valley Unified School District as the lead agency for 1Government Procurement Alliance:

Request for Proposal #22-14PV (Step 2)
Job Order Contracting for Mechanical Services

Proposal Due Date and Time: June 7, 2022 at 1:00 P.M. Arizona Time

RFP Opening Location: Paradise Valley Unified School District – Lead Agency
15002 N. 32nd Street
Phoenix, Arizona 85032

Electronic Submittals: OpenGov Procurement – **https://secure.procurenow.com/portal/1GPA**
See enclosed information for submittal instructions.

Last Day for Questions: May 24, 2022

Pre-Proposal Conference: None Required

In accordance with the Arizona procurement code and rules, Competitive Sealed Proposals for the materials or services specified will be received electronically by the 1GPA lead agency, via OpenGov Procurement, until the time and date cited. Proposals received by the correct time and date shall be opened, via OpenGov Procurement, and the name of each Offeror will be publicly read at the location indicated above. All other information contained in the Proposal shall remain confidential until award is made. Late solicitations shall not be considered.

This RFP is in accordance with A.R.S. 34-604 and 41-2579 and A.A.C. R7-2-1111 and issued to the persons on the final list developed in RFQ 22-14PV, in which 1GPA and its Lead Agency intends to award contracts with qualified Mechanical Contractors to perform miscellaneous construction and repair services.

To be considered, solicitations shall be submitted electronically via OpenGov Procurement, https://secure.procurenow.com/portal/1GPA. Submittal instructions for OpenGov Procurement can be found on the last page of this document under Exhibit A. Additional instructions for preparing a solicitation are provided herein. Offerors are strongly encouraged to carefully read the entire solicitation document.

Questions regarding this Request for Proposal should be submitted via OpenGov Procurement located at https://secure.procurenow.com/portal/1GPA. To receive email notification when answers are posted on OpenGov Procurement please click the "Follow" button. Direct all inquiries directly to Claudia Leon, at cleon@1gpa.org (phone 602-625-0902).

Christy Knorr
Christy Knorr, Vice President
1Government Procurement Alliance (1GPA)

Eva D. Calles
Eva Calles, Director of Purchasing
Paradise Valley Unified School District (PVUSD)

Date Issued: May 11, 2022

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DOCUMENTS REFERENCED

You may access a complete copy of the documents referenced within this solicitation at the following web addresses:

Arizona:

Arizona Revised Statutes (A.R.S.) is available at
http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp

The Arizona School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at
http://apps.azsos.gov/public_services/Title_07/7-02.pdf

All Other States:

For a full listing of Intergovernmental Purchasing Statutes by state, visit the 1GPA website at: http://1gpa.org/state-statutes/

Local Governments website (USA.gov): http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Federal:

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at
http://www.irs.gov/pub/irs-pdf/fw9.pdf

Education Department General Administrative Regulations (EDGAR), 2 C.F.R. §§ 200.318-326
https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/xml/CFR-2014-title2-vol1-part200-subpartD.xml

INTRODUCTION

Who are we?

1Government Procurement Alliance (1GPA), is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors.

Eligible using members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

What do we do?

We provide contracts for a broad range of commodities and services that are available to the Cooperative eligible members through a government purchasing cooperative or Interlocal agreement. All of our contracts are competitively procured and awarded in compliance with state statutes, procurement laws and regulations.

Contracts are approved and awarded by 1GPA's lead governmental entities and are only available for use and benefit of all entities complying with state procurement laws and regulations.

Why are we preferred?

The Cooperative's pooled purchasing power means public and private schools, cities, counties and state agencies, non-profits, as well as colleges, universities and Native American communities **can save actual budget dollars** on our contracts utilizing best business practices.

Our agency is dedicated to negotiating the best contracts with the best firms locally or nationally to ensure our members receive quality products and services at the best price.

We service our members by providing in-house knowledge of public procurement practices in conjunction with quality business practices to mainstream the purchasing process for large and complex solicitations that can take up to 6 to 12 months for our members on their own.

We pride our firm on our commitment to compliance, innovation, and collaboration.

As a government purchasing cooperative, 1GPA offers its Members access to a broad range of vendors whose goods and services have been competitively procured by 1GPA, in coordination with its governmental lead agencies. When conducting competitive solicitations, 1GPA takes all steps necessary to comply with federal, state and local procurement laws applicable to both the Lead Agency identified in the solicitation, as well as to 1GPA. Each Member must make its own independent determination as to (1) whether the Member may, under laws applicable to the Member, lawfully purchase particular goods or services through purchasing cooperatives, and (2) whether the Member must comply with any additional procedures required under laws applicable to the Member prior to completing a cooperative purchase. 1GPA makes no representations or warranties to its Members, or to any vendors, regarding such matters.

DEFINITION OF TERMS

A complete list of definitions can be in the Arizona Administrative Code R7-2-1001. The terms listed below are defined as follows:

"Attachment" means any item the Solicitation requires the Offeror to submit as part of the Proposal.

"Contract" means the combination of the Solicitation, including the Special Instructions to Offerors, Special Terms and Conditions, and the Specifications and Statement or Scope of Work/Services; the Proposal and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments, and Member purchase orders.

"*Contract Amendment"* means a written document signed by the 1GPA that is issued for the purpose of making changes in the Contract.

"Contractor" means any person who has a Contract with the 1GPA.

"Cost" means the aggregate cost of all materials and services, including labor performed by force account.

"Days" means calendar days and shall be computed pursuant to A.R.S. 1-243.

"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

"Governing Body" means any group comprised of elected or appointed officials, such as School District Governing Boards, City Councils, County Supervisors, Board of Regents, etc., which has the authority to make fiduciary decisions for a Member organization.

"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

"Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

"Member" means the non-profit entities, public and private schools (including independent school districts and charter schools), education service centers, colleges, universities, municipalities, counties, political subdivisions, and other governmental entities and agencies throughout the United States that have followed local governing authority allowing them to utilize contracting vehicles procured and administered by 1GPA.

"Offer" means a response to a Solicitation.

"Offeror" means a person submitting a Proposal in response to a Request for Proposals

"Person" means any corporation, business, individual, union, committee, club, other organization or group of individuals.

"Procurement Officer" means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this Solicitation or his or her designee.

"Purchase Order or PO" means the agreed-upon purchase order or other form of binding contract document between the 1GPA member and the Vendor which is used in making a purchase under a 1GPA contract.

"Responsible Bidder or Offeror" means a person who at the time of contract award has the capability to perform the Contract requirements with the integrity and reliability which will assure good faith performance.

"Responsive Bidder or Offeror" means a person who submits a bid or proposal which conforms in all material respects to the Invitation for Bids or Request for Proposals.

"Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

"Solicitation" means an Invitation for Bids ("IFB"), a Request for Proposal ("RFP"), or a Request for Qualification ("RFQ").

"Solicitation Amendment" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1. **Inquiries**

A. **Duty to Examine** - It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the Proposal due date and time nor shall it give rise to any Contract claim.

B. **Solicitation Contact Person** - Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person.

C. **Submission of Inquiries** - Questions and/or clarifications concerning this Solicitation will be accepted in writing through the Questions and Answers Tab on OpenGov Procurement no later than **May 24, 2022 by 5:00 p.m.** (Local Time). Responses and addenda to this RFQ (if necessary), are scheduled to be addressed and posted on OpenGov Procurement by May 205 2022 by 5:00 p.m. No Offeror may rely upon oral responses made by any 1GPA employee or any representative. The OpenGov Procurement portal is located at https://secure.procurenow.com/portal/1GPA.

D. **Solicitation Amendments/Addenda** - The Solicitation shall only be modified by a Solicitation Amendment or Addendum. 1GPA will not be responsible for Offerors adjusting their proposal based on oral instructions by any member of 1GPA or lead agency personnel.

E. **Pre-Proposal Conference** - If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.

F. **Proposal Opening:** Proposals shall be electronically submitted via OpenGov Procurement prior to the specified due date and time. Proposals shall be opened immediately following the proposal due date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Offeror shall be read at this time. All Offers and any modifications and other information received in response to the Request for Proposals shall be shown only to authorized 1GPA personnel having a legitimate interest in the evaluation. After contract award, the Proposals and evaluation document shall be open for public inspection.

G. **Time Stamp**: Proposals will be time stamped when received by OpenGov Procurement. Proposals will be accepted up to but no later than the time indicated in the Request for Proposal (RFP). Proposals received after the time stated in the RFP will not be considered and will remain unopened. Offeror assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before Proposal Due Date and Time to begin the uploading process and to finalize your submission.

H. **Persons with Disabilities** - Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

2. **Proposal Preparation**

A. **Forms** - A Proposal shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.

B. **Typed or Ink Corrections** - The Proposal should be typed or in ink. Erasures, interlineations or other modifications in the Proposal should be initialed in ink by the person signing the Proposal. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under R7-2-1030.

C. **Signature(s) on Proposals** - The Proposal and Contract Acceptance document should be submitted with an original ink signature or electronic signature by the person authorized to sign the Proposal. Failure to sign the Proposal and Contract Acceptance document may result in rejection of the Proposal.

D. **Exceptions to Terms and Conditions** - All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Proposal may negatively affect the solicitation evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Proposal. No exceptions included in the Proposal shall become part of the resulting Contract unless agreed and accepted to by 1GPA.

E. **Subcontracts** - Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.

F. **Cost of Proposal Preparation** - 1GPA will not reimburse any Offeror the cost of responding to a Solicitation.

G. **Solicitation Amendments/Addenda** - Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum should be acknowledged by the person signing the Proposal. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Proposal.

H. **Provision of Tax Identification Numbers** - Offerors are required to provide their Federal Tax Identification number, if applicable, in the space provided on the Proposal and Acceptance Form and provide the tax rate and amount, if applicable, on the Proposal Cost Sheet.

I. **Taxes**:

1. **Federal Excise Tax** - Arizona School Districts/Public Entities are exempt from certain Federal Excise Tax on manufactured goods.

2. **Transaction Privilege Taxes** - Arizona School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. Transaction Privilege Taxes in Arizona include State, County and City taxes.

3. **Property Taxes** - Arizona School Districts/Public Entities do not pay state property taxes.

4. **Taxes on Shipping** - Transaction privilege tax may not be collected on delivery charges to the Member's location if separately stated on the invoice.

5. **Payment of Taxes** – Member is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collection such taxes and shall forward all taxes to the proper revenue office.

All Other States - Other states may have different tax requirements and laws. The tax laws in each state shall be followed by the awarded vendor. It is the responsibility of the vendor to be familiar with the laws and statutes in the state in which they are conducting business.

J. **Disclosure** - If the firm, business, or person submitting this Proposal has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Offeror shall include a letter with its Proposal setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

K. **Solicitation Order of Precedence** - In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:

1. Addenda/Amendments;
2. Special Terms and Conditions;
3. Uniform General Terms and Conditions;
4. Scope of Work/Specifications;
5. Attachments;
6. Exhibits;
7. Special Instructions
8. Uniform Instructions to Offerors.

L. **Delivery** - Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s). Contractor shall provide delivery of goods, and/or performance of services in accordance with the needs of the 1GPA Member. Products delivered must conform to the products listed under this contract and may not be substituted with nonconforming products. Contractor agrees to pay for and arrange for return of goods that are defective.

3. **Submission of Proposal**

A. **Proposal Submission** - Each Proposal shall be submitted electronically to OpenGov Procurement by the due date and time at https://secure.procurenow.com/portal/1GPA. Submittal instructions for OpenGov Procurement can be found on the last page of this document under Exhibit A. 1GPA will not consider an offer submitted by any other method other than OpenGov Procurement.

B. **Proposal Amendment or Withdrawal** - An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time designated in the Solicitation. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under R7-2-1044.

C. **Public Record/Confidentiality** - Under applicable law, all Proposals submitted and opened are public records and must be retained by 1GPA. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by 1GPA pursuant to R7-2-1006.

If Offeror believes that its proposal contains trade secrets or other proprietary data not be disclosed as otherwise required by A.R.S. §39-121, a statement advising 1GPA of this fact shall accompany the Proposal, and the information shall be so identified wherever it appears. Requests to deem the entire Proposal as confidential, contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

D. **Certification** - By signing the Proposal and Acceptance form or other official contract form, the Offeror certifies that:

1. The prices have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, a Proposal for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal and that the offeror has taken steps and exercised due diligence to ensure that no violation of A.R.S. §15-213(O) has occurred; and

2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment, including, Federal Executive Order 11246, Arizona State Executive Order 99-4, 2000-4, A.R.S. §41-1461 through 1465; and

3. The Offeror warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), ARS § 41-4401 and § 23-214, and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program; and

4. The Offeror 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, or service to a public servant in connection with the submitted Proposal. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Proposal. Signing the Proposal with a false statement shall void the Proposal, any resulting contract and may be subject to legal remedies provided by law; and

5. By submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and

6. By submission of this Proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan or cooperative agreement; and

7. In accordance with ARS § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act; and

8. The Offeror warrants that it and all proposed subcontracts are not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393 and Texas Gov't Code 2270.002; and

9. The Offeror warrants that it shall comply with the fingerprinting requirements, unless otherwise exempted, in accordance with A.R.S. § 15-512.

4. **Additional Information**

A. **Unit Price Prevails** - Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

B. **Taxes** - The amount of any applicable transaction privilege or use tax of a political subdivision of the state of Arizona is not a factor in determining the most advantageous proposal.

C. **Late Proposals, Modifications or Withdrawals** - A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in R7-2-1044.

D. **Disqualification** - The Proposal of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

E. **Proposal Acceptance Period** - An Offeror submitting a Proposal under this Solicitation shall hold its Proposal open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Proposal acceptance, the number of days shall be ninety (90).

F. **Payment** - Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.

G. **Waiver and Rejection Rights** - Notwithstanding any other provision of the solicitation, 1GPA reserves the right to:

1. Waive any minor informality;
2. Reject any and all Proposals or portions thereof; or
3. Cancel the Solicitation.

5. **Award**

A. **Number or Types of Awards** - Where applicable, the 1GPA reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, or categories, by an incremental award, by region, or by location, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that 1GPA determines is necessary to meet the needs of its Members.

B. **Contract Inception** - A Proposal does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by 1GPA and the Lead Agency with authorized signatures on the Proposal and Acceptance form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.

C. **Effective Date** - The effective date of this Contract shall be the date that 1GPA and the Lead Agency signs the Proposal and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

6. **Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the 1GPA/lead agency representative, Eva Calles, Director of Purchasing.

A. Protest shall include:

1. The name, addresses, and telephone number of the interested party;
2. The signature of the interested party or the interested party's representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested.

B. The interested party shall supply any other information requested by 1GPA or lead agency within 10 days of the request.

C. The interested party may file a written request with the district representative for an extension of the time limit for providing additional information set forth in subsection (B). The written request shall be filed before the expiration of the time limit set forth in subsection (B) and shall set forth good cause as to the specific reason that the interested party is unable to provide the additional information with the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and if an extension is granted, set forth a new date for submission of the filing.

D. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the Solicitation, shall be filed before the due date and time for responses to the Solicitation.

E. In cases other than those covered in section D of the section, the interested party shall file the protest within 10 days after 1GPA or lead agency makes the procurement file available for public inspection.

F. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the 1GPA Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of 1GPA that resulted in the interested party being unable to file the protest within the 10 days. The 1GPA representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

1. **Cooperative Purchasing**

A. **Cooperative Purchasing** - This contract is based on the need for 1GPA to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members. Although contractors may restrict sales to certain public units (e.g. state agencies, local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any members are preferred.

B. **Cooperative Purchasing Agreements** - Cooperative Purchasing Agreements between 1GPA and its Members have been established under all procurement laws.

C. **Cooperative Purchasing Contracts** - Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

Nothing in this solicitation is intended to establish a most favored customer relationship between 1GPA and contractor. Contractor may respond to any solicitation without regard to this contract. If contractor offers lower prices to any of its other customers, it may lower its prices to 1GPA at the same time by written notice.

D. **Non-Exclusive Contract** - Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of 1GPA members. 1GPA and its membership reserve the right to obtain like goods and services from other sources.

E. **Lead Agency** - A Lead Agency is a well-established and well respected government agency who facilitates the competitive bidding process by being a part of the process from start to finish. The Lead Agency also provides Board Approval for the award of contracts resulting from each Solicitation. The Lead Agency for this RFP is Paradise Valley Unified School District.

2. **Contract Interpretation**

A. **Application of Law** - The Arizona Procurement Code, Title 41, Chapter 23, applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.

For all other states this procurement shall be governed by, construed, and enforced in accordance with the laws of each state in which 1GPA is conducting business under this contract. It is the responsibility of the awarded vendor and member to ensure this solicitation and ensuing contract complies with the State laws in which they are conducting business regarding use of a cooperative contract.

B. **Implied Contract Terms** - Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

C. **Relationship of Parties** - Vendors receiving contracts under this solicitation are independent contractors. Neither party to this contract, nor any Member, shall be deemed to be the employee or agent of the other party to the contract.

D. **Severability** - The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract.

E. **No Parol Evidence** - This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

F. **No Waiver** - Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. **Contract Administration and Operation**

A. **Records** - Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

B. **Audit** - At reasonable times during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by 1GPA or Member and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

C. **Inspection and Testing** - The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. 1GPA or its Members shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If 1GPA or Member determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by 1GPA or Member for testing and inspection.

D. **Notices** - Notices to the Contractor required by this Contract shall be made by 1GPA to the person indicated on the Proposal and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to 1GPA required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

E. **Advertising and Promotion of Contract** - Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by 1GPA. After award, contractor(s) may advertise the availability of products and services to Member. Any promotional marketing materials using the 1GPA logo must be approved by 1GPA in advance.

F. **Administration Fee** - 1GPA has an Administrative Fee of .01 (1%). The Administrative Fee shall be included in the offeror's net pricing and is the responsibility of the contractor. Vendor shall not add the administration fee to approved contract prices post award. The Administrative Fee shall be a part of the Vendor's unit prices and is not to be charged directly to the customer in the form of a separate line item.

G. **Usage Reports –** The Usage Report will be the established communication between the awarded contractor and 1GPA of all contract activity. The contractor shall provide contract Usage Reports to 1GPA on a regular schedule as established by the contractor. 1GPA will accept Monthly or Quarterly reporting arrangements which shall be made at the time of contract award.

H. **Submission of Usage Reports** – Within ten (10) days following the end of the arranged reporting schedule, the contractor shall submit their Usage Report electronically via email to: maiken@1gpa.org.

I. **Purchase Orders/Contracts -** All purchase orders and/or contracts issued to the contractor in reference to 1GPA shall be submitted at the same time as the Usage Report. All purchase orders and/or contracts should be zipped in a single file and submitted as an attachment in the same email as the usage report in which they are referenced. 1GPA is audited on an annual basis & documentation is necessary for compliance. Failure to submit purchase orders and/or contracts may result in contract cancellation.

J. **Invoicing of Administration Fee –** Upon receipt of contractor's Usage Report, 1GPA will generate an invoice which is calculated as: Administrative Fee (1%) multiplied by the Total Sales Transactions as stated in the Usage Report. Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in 1GPA exercising any recourse available under the contract or as provided for by law. All administrative fees not paid when due shall bear interest at a rate of 1 1/2% per month until paid in full.

Administrative Fees shall be paid to "1GPA" and mailed to:

1910 W. Washington Street
Phoenix, AZ 85009

4. **Costs and Payments**

A. **Ordering Procedures** - Purchase Orders are issued by 1GPA members to the Vendor according to this Contract. Members and Vendors must send Purchase Orders to 1GPA at maiken@1gpa.org.

B. **Billings** - Contractor shall invoice Member after delivery of goods and/or services. All invoices shall list the applicable Member purchase order and 1GPA contract number. Contractor will invoice Member directly.

C. **Payment** - Payment terms are Net thirty (30) from receipt of Contractor's invoice

D. **Progress Payments** - 1GPA will permit Members to make progress payments under the following conditions:

1. Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order
2. Purchase order describes the amounts or percentages and the dates or frequency of payments
3. Payments are made in full compliance with Member's local governing entity rules

E. **Tax Indemnification** - Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the Member harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

F. **IRS W-9** - In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with each Member.

G. **Availability of Funds for the Next Fiscal Year** - Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the Member for any payment that may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. It is the responsibility of the Member to make reasonable efforts to secure such funds.

5. **Contract Changes**

A. **Amendments** - The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

B. **Subcontracts** - The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

C. **Assignment and Delegation** - Contractor shall not assign any right or interest nor delegate any duty under this Contract without the prior written approval of 1GPA. 1GPA shall not unreasonably withhold approval.

D. **Novation** - If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. 1GPA reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

E. **Contract Placed on Hold** - 1GPA shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contractor to address issues in the written deficiency notice.

6. **Risk and Liability**

A. **Risk of Loss** - Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

B. **General Indemnification** - To the extent permitted by law, 1GPA and its Members shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

C. **Indemnification - Patent and Copyright** - To the extent permitted by law, Contractor shall indemnify and hold harmless 1GPA and its Members against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the 1GPA or Member of materials furnished or work performed under this Contract. 1GPA or Member shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. **Force Majeure**

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

2. Force Majeure shall not include the following occurrences:

   a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
   b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
   c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

7. **Warranties**

A. **Liens** - The Contractor warrants that the materials supplied under this Contract are free of liens.

B. **Quality** - Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:

1. A quality to pass without objection in the trade under the Contract description;

2. Fit for the intended purposes for which the materials or services are used;

3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;

4. Adequately contained, packaged and marked as the Contract may require; and

5. Conform to the written promises or affirmations of fact made by the Contractor.

C. **Fitness** - Contractor warrants that any material or service supplied to 1GPA or its Members shall fully conform to all requirements of the contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. **Inspection/Testing** - The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the materials or services by 1GPA Members.

E. **Compliance with Applicable Laws** - The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.

F. **Survival of Rights and Obligations after Contract Expiration or Termination**

1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, 1GPA and its Members are not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. **Contractual Remedies**

A. **Right to Assurance** - If 1GPA in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, 1GPA may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at 1GPA's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. **Nonconforming Tender** - Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, 1GPA may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

C. **Right of Offset** - 1GPA and its Members shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred or damages assessed by 1GPA or its Members concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

9. **Contract Termination**

A. **Cancellation for Conflict of Interest** - Pursuant to A.R.S. 38-511 and R7-2-1087(F) 1GPA may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of 1GPA is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

B. **Personal Gifts or Benefits** - 1GPA may, by written notice, terminate the Contract, in whole or in part, if 1GPA determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with A.R.S. § 15-213(O) and R7-2-1087(G).

C. **Gratuities** - 1GPA may, by written notice, terminate the Contract in whole or in part, if 1GPA determines that employment or a gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of 1GPA for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including making of any determination or decision about contract performance in accordance with R7-2-1087(H).

D. **Suspension or Debarment** - 1GPA may, by written notice to the Contractor, immediately terminate this Contract if 1GPA determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

E. **Termination for Convenience** - 1GPA reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of its Members without penalty recourse. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.

F. **Cancellation for Non-Performance or Contractor Deficiency** - 1GPA may terminate any contract if Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. 1GPA reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. 1GPA may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

1. Providing material that does not meet the specifications of the contract;
2. Providing work and/or material that was not awarded under the contract;
3. Failing to adequately perform the services set forth in the scope of work and specifications;
4. Failing to complete required work or furnish required materials/product within a reasonable amount of time;
5. Failing to make progress in performance of the contract and/or giving 1GPA reason to believe that the contractor will not or cannot perform the requirements of the contract; and or
6. Performing work or providing services under the contract prior to receiving a Member's purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to 1GPA. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

G. **Contractor Cancellation** - Contractor may cancel this contract at any time upon thirty (30) days prior written notice to 1GPA or on the yearly anniversary of the contract. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by 1GPA.

H. **Continuation of Performance through Termination** - The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

Contract claims and controversies under this Contract shall be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1155 through R7-2-1159.

Any dispute involving a 1GPA member and Vendor outside of Arizona shall be governed by the laws of the state of the 1GPA member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the 1GPA member.

11. **Federal and State Requirement**

A. **Compliance with Federal and State Requirements** - Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations.

Vendor shall comply, when working on any federally assisted projects with the following:

1. The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5)
2. Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5)
3. Copland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5)
4. Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41CFR Chapter 60)
5. McNamara-O'Hara Service Contract Act (41 U.S.C. 351),
6. Section 306 of the Clean Air Act (42 U.S.C. § 1857h,
7. Section 508 of the Clean Water Act (33 U.S.C. § 1368),
8. Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15).
9. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
10. Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"),
11. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)
12. All applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to 1GPA members.

B. **Offshore Performance** - Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

C. **Contractor's Employment Eligibility** - By entering the contract, Contractor warrants compliance with ARS § 41-4401, ARS § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. 1GPA or Member may request verification of compliance from any Contractor or subcontractor performing work under this Contract. 1GPA or Member reserves the right to confirm compliance in accordance with the applicable laws. Should 1GPA or Member suspect or find that the Contractor or any of its subcontractors are not in compliance, 1GPA or Member may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default and suspension, and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

D. **Davis-Bacon** – For Federally funded projects subject to the Davis-Bacon Act, the Member shall specify the applicable Davis-Bacon wage decision, prior to the contractor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision.

E. **Fingerprint and Background Checks** - In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor, any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in governing board policy of the Member District.

F. **Terrorism Country Divestments** - Per ARS § 35-392, 1GPA and its Members are prohibited from purchasing from a company that is in violation of the Export Administration Act.

G. **Registered Sex Offender Restrictions** - For work to be performed at schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

H. **Affordable Care Act** - Vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to the Member as required by state or federal law.

I. **Boycott of Israel –** Arizona public entities and other states as applicable, the member may not enter into a contract with a company that is currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

J. **2CFR Section 200 (EDGAR) –** When a 1GPA Member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200. All Vendors submitting proposals must complete the 2CFR 200 Certification Form contained within this document.

K. **Minority Businesses** – 1GPA and its Lead Agency have taken all necessary affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are notified of any bidding opportunities when possible according to 2 CFR Part 200.321.

L. **Civil Rights Compliance** - In accordance with 7 CFR Part 210.23, Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

M. **Texas House Bill 1295 Certificate of Interested Parties** – For contract entered into or after January 1, 2016, Texas Government Code Chapter 2252.908 (H.B. 1295) states that a Texas governmental entity or state agency may not enter into a contract unless the business entity submits a disclosure of interested parties to the governmental entity or state. The law applies only to a contract that either (1) requires an action or vote by the governing body or (2) has a value of at least $1 million. Information from the Commission regarding the requirements, including rules and filing information, are available at the following links:

https://www.ethics.state.tx.us/tec/1295-info.htm
https://www.ethics.state.tx.us/whatsnew/faq_form1295.html
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

It is the responsibility of vendors to determine the applicability of, and comply with, all disclosure laws of House Bill 1295.

1. **REQUEST FOR PROPOSAL (RFP):** This RFP is in accordance with A.R.S. 34-604 and 41-2579 and A.A.C. R7-2-1111 and only issued to the persons on the final list developed in RFQ 22-14PV, in which 1GPA and its Lead Agency intend to award contracts with qualified Mechanical Contractors to perform miscellaneous construction and repair services.

2. **TERM OF CONTRACT:** It is 1GPA's intent to award a multi-term contract. The initial term of the resultant contract shall start on date of contract award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.

3. **CONTRACT EXTENTION:** 1GPA reserves the right to unilaterally extend the period of any resultant contract month to month beyond the stated expiration date if that is determined to be in the best interests of Members. In addition, by mutual written agreement, any resultant contract may be extended for a supplemental period up to a maximum of forty-eight (48) months in twelve (12) month increments.

4. **RENEWAL OF CONTRACT:** Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.

5. **CONTRACT TYPE**: The term contract shall be a coefficient to a Unit Price Book, Open Book Pricing as outlined in this RFP, and/or labor, and/or Trade Service price guide for products, with indefinite quantities.

6. **FORM OF CONTRACT:** The form of contract for this Solicitation shall be the Request for Proposal, the awarded Proposal(s), the Request for Qualifications from Step 1, Master Agreement, and any formal District/Public Entity Contract between Owner and JOC Contractor – will become the controlling contract documents for this procurement, and properly issued purchase orders incorporating each member's specific policies and P.O. terms and conditions referencing the requirements of the Request for Proposals.

7. **SUPPLEMENTAL AGREEMENTS:** The 1GPA Member and Contractor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Solicitation such as invoice requirements, on campus service specifics, etc. Any supplemental agreement developed as a result of this Solicitation is exclusively between the Member and Contractor and may not materially change any of the terms and conditions contained herein. 1GPA, its agents, members and employees shall not be made party to any claim for breach of such agreement. Any supplemental agreement between the Member and Contractor is exclusively between the Member and the Contractor and will be subject to immediate cancellation by the Member (without penalty) if, in the opinion of the Member, the quality, service and specification requirements and/or the terms and conditions are not maintained as stated in the supplemental agreement.

8. **PROPOSAL ACCEPTANCE PERIOD**: In order to allow for an adequate evaluation, the District requires a Proposal in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

9. **RESPONSE FORMAT:** All Proposal responses are to be in the same form as this Request for Proposal. Address each requirement in the same order as has been requested.

10. **ELECTRONIC SUBMITTAL - REQUIRED:** An electronic submission is **required**. The electronic submission is to be uploaded online through OpenGov Procurement. Submittal instructions for OpenGov Procurement are found on the last page of this document under Exhibit A.

11. **TIME STAMP**: Proposals will be time stamped when received by OpenGov Procurement. Proposals will be accepted up to but no later than the time indicated in the Request for Proposal (RFP). Proposals received after the time stated in the RFP will not be considered and will remain unopened. Offeror assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before Proposal Due Date and Time to begin the uploading process and to finalize your submission.

12. **PROPOSAL OPENING:** Proposals shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Offeror shall be read at this time. All Offers and any modifications and other information received in response to the Request for Proposals shall be shown only to authorized 1GPA personnel having a legitimate interest in the evaluation. After contract award, the Proposals and evaluation documents shall be open for public inspection.

13. **AWARD**: In accordance the Arizona School District Procurement Rules R7-2-1111(J) and (K), ARS § 34-604(F)(9) and 41-2579(F)(9), awards will be made to the responsive and responsible Offerors whose Proposals receive the highest scores under the method of scoring in the RFP. No other factors or criteria may be used in the evaluation. The procurement file shall contain the basis on which the award is made. 1GPA and its lead agency will award up to the number of contracts specified in this RFP.

14. **DISCUSSIONS**: In accordance with R7-2-1111(F) after the initial receipt of Proposals, 1GPA reserves the option to conduct discussions with those Offerors who submit Proposals determined by 1GPA to be reasonably susceptible of being selected for award. Discussions shall be for the purpose of clarification to ensure full understanding of, and responsiveness to, the solicitation requirements.

15. **BEST AND FINAL OFFERS:** If discussions are conducted or if no discussions were held, 1GPA shall issue a written request for Best and Final Offers (final technical and price proposals). If Offerors do not submit a notice of withdrawal or a Best and Final Offer, the immediate previous offer will be construed as the Best and Final Offer.

16. **ADMINISTRATION FEE:** 1GPA's .01 (1%) administration fee shall be included in offeror's fees, coefficients, and/or discounts. Contractor shall not add the administration fee as a separate line item to any quote to a Member. 1GPA will invoice the Vendor on a monthly basis for the administrative participation fee. The invoice will be based on total sales made through the 1GPA contract with the Vendor. Invoices will be issued at the time a Purchase Order is received by 1GPA. Invoices are due and payable upon receipt.

17. **PRICING:** Contract pricing must be based upon:
    1) Fixed Coefficient to a Unit Price Book
    2) Fixed Multiplier for Open Book Pricing
    3) Labor
    4) Trade Service price guide for products

18. **NO PRICE ADJUSTMENT FOR COEFFICIENTS & MULTIPLIERS:** This is a firm-fixed contract where pricing awarded under this contract is not subject to any adjustment.

19. **PRICE ADJUSTMENT FOR LABOR PRICING:** 1GPA may review a fully documented request for a price increase for labor, only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. 1GPA shall determine whether the requested price increase or an alternate option is in the best interest of the Members. Price increases, if any, shall not exceed the Federal CPI.

20. **TRAVEL EXPENSE REIMBURSEMENT:** Contractor shall be responsible for travel arrangements and expenses. Travel expenses not included in the consulting fee may be billed for certain in-state and out-of-state travel expenses on a case-by-case basis. Contractor shall seek Member approval before billing for any in-state or out-of-state travel expenses. The Contractor shall not be reimbursed for travel time. If approved by the Member, in-state and out-of-state travel expenses shall be reimbursed in accordance with State of Arizona Travel Policy. The travel policy may be accessed via the internet at the State of Arizona General Accounting Office website: http://www.gao.az.gov/travel (Supplement I: Maximum Mileage, Lodging and Meal Reimbursements). For all in-state travel expenses, the duty post of the instructor must be outside a radius of 50 miles from the designated site.

21. **QUANTITIES:** 1GPA estimates considerable activity resulting from this award. Based on historical data from previous contracts as well as member surveys, 1GPA estimates usage of this contract to $40 Million annually. A current list of 1GPA Members may be found at:
https://www.dropbox.com/s/9i5d6xhsmob7hcp/1%20-%20PUBLISHED%20Membership%20List.xlsx?dl=0
1GPA makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. 1GPA makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this Solicitation.

22. **BID BOND/SECURITY:** In accordance with R7-2-1102(A), ARS§ 34-610 and 41-2573 all competitive sealed procurement for construction have bid security, if the amount of construction contract will exceed the amount established by ARS §15-213(A). Bid security as a percentage of the bid amount is unacceptable, as this is a term contract with no specific bid amount.

Bidders shall include acceptable bid security in the amount of $100,000 with submission of their Proposal.

Acceptable bid security for this solicitation will be a certified check or an annual or one time bid bond underwritten by a surety company licensed to issue bid bonds in the appropriate state construction with take place, with the principal being the prime contractor and 1GPA being the Agency of Record.

23. **PERFORMANCE BOND:** The successful JOC contractor shall be required to furnish irrevocable security binding the contractor to provide faithful performance of the contract in the amount of 100% of the Guaranteed Maximum Price (GMP) for job orders that are $100,000.00 and over. Bonds shall be payable to the 1GPA Member

Performance security shall be in the form of a performance bond or certified check. This security must be in the possession of the 1GPA Member within the time specified or ten (10) days after agreement of GMP. If the contractor fails to execute the security document as required, the contractor may be found in default and the contract terminated by the 1GPA Member. In case of default, the 1GPA Member reserves all legal rights to rectify matter. All performance bonds must be executed on forms substantially equivalent to Performance Bond format attached to this RFQ.

Bonds must be issued by a surety company authorized to do business in State in which the work is being done, or in a manner satisfactory to the 1GPA Member.

24. **PAYMENT BOND:** The successful JOC contractor shall be required to furnish a Payment Bond equal to 100% of the GMP for job orders that are $100,000.00 and over. The bond shall be submitted within 10 days of the establishment of the GMP. The surety will be in the form of a bond, cashier's check or certified check. All payment bonds shall be executed on forms substantially equivalent to the sample enclosed with this RFQ. Personal and company checks are not acceptable unless they are certified. Bonds must be executed by a surety company authorized to do business in the state in which the work is being done, or otherwise secured in a manner satisfactory to the 1GPA Member.

25. **PROTECTION OF MEMBERS:** The Offeror shall protect all furnishings from damage and shall protect the Member's property from damage or loss arising in connection with this contract. He shall make good any such damage, injury or loss caused by his operations, or those of his employees, to the satisfaction of the Member. The Offeror shall confine his equipment, storage of materials and the operation of his workmen to the limits as indicated by the Unit Foreman in the area in which the work is being performed. Any damage caused to Member's facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the Member.

The successful Offeror shall take all necessary precautions for the safety of students, employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. He agrees that he is fully responsible to the Member for the acts and omissions of any and all persons whether directly or indirectly employed by him. He shall maintain such insurance as will protect him and the Member from claims or damage for personal injury, including death, which may arise from operations under this contract.

26. **TRAINING:** The Contractor shall train designated Member personnel on the proper use and care of equipment supplied immediately after delivery and installation of the equipment.

27. **SAFETY STANDARDS:** All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

28. **RESPONSIBILITY OF OFFERORS:** 1GPA will consider the following factors in determining if an Offeror is responsible:
    A. The proposed contractor's financial, material, personal and other resources, including subcontractors.
    B. The proposed contractor's record of performance and integrity.
    C. Whether the proposed contractor is qualified legally to contract with the public entity.
    D. Whether the proposed contractor supplied all necessary information concerning its responsibility.
    E. Complaints on file with the Registrar of Contractors.
    F. Prior litigation history.

29. **LICENSES:** Contractor shall maintain in current status all federal, state and local licenses and permits required by the operation of the business conducted by the contractor.

30. **CONTRACTOR LICENSE LAW:** Contractor shall comply with State and City Contractors License Law, be duly registered and licensed thereunder. Attach photocopy of License to Propose form.

31. **PERMITS:** Contractor shall be responsible for obtaining any and all permits required to perform this installation. The installation shall be in complete compliance with City Building and Fire Codes.

32. **LIENS:** Because this is a public purchase, contractor shall hold the 1GPA Member harmless from any claimants supplying labor or materials to the contractor or his subcontractors in performance of the work required under this contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied before the 1GPA Member will make payment.

33. **FIRE PROTECTION:** Provide adequate fire extinguishers on the premises during the course of construction, of the type and size recommended by the NFPA, to control fires resulting from the particular work being performed. Instruct employees in their use. Place extinguishers in the immediate vicinity of the work being performed, ready for instant use. In the use of especially hazardous types of equipment, such as acetylene torches, welding equipment, etc., no work shall be commenced or equipment used unless fire extinguishers of an approved type and capacity are placed in the working area and available for immediate use by the workmen using the above-mentioned equipment.

34. **USE AND OCCUPANCY:** The owner reserves the right to use and occupy the whole or any part of these improvements. Such use and occupancy by the owner shall not, however, be construed as an acceptance of the work or any part thereof, and any claims which the owner may have against the contractor shall not be deemed to have been waived by such occupancy. Achievement of Substantial Completion and Final Completion shall be determined by project architect.

35. **BARRIERS:** The contractor shall provide barriers, as required, to permit public entry, to provide for owner use of the site and to protect existing facilities and adjacent properties from damage.

36. **SITE INSPECTION:** Prior to submitting the GMP, successful firm shall visit the site and familiarize themselves with any conditions which may affect performance and total cost. Submission of the GMP will be prima facie evidence that the contractor did, in fact, make a site inspection and is aware of all conditions affecting performance and GMP prices.

37. **INSPECTION:** The job will have a final inspection and acceptance by 1GPA Member staff. Any discrepancies noted during the inspection will be corrected prior to final payment. Field inspections will be performed by Member upon completion of the Project.

38. **DAMAGES:** The successful contractor shall be liable for any and all damage caused by him or his employees to the 1GPA Member premises. The offeror shall hold and save 1GPA and Member free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on premises or third persons.

39. **CLEAN UP:** The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by construction operations. Upon completion of the work, remove all waste materials and rubbish from and about the Project, as well as tools, construction equipment, machinery and surplus materials.

If the Contractor fails to clean up the work, the 1GPA Member may do so and the cost thereof shall be charged to the Contractor. Remove all surplus materials and debris of every nature resulting from operations, and put site in a neat, orderly condition.

40. **WARRANTY:** All workmanship and materials shall be warranted for two years from date of acceptance of project. This will be submitted in written form to the 1GPA Member at completion of Project.

41. **DISTRICT DELAYS:** In accordance with R7-2-1087(D) the contractor will negotiate with the District for the recovery of damages related to expenses incurred by the contractor for a delay for which the school district is responsible, that is unreasonable under the circumstances and that was not within the contemplation of the parties to the contract. This subsection shall not be construed to void any provision in the contract that requires notice of delays, provides for arbitration or any other procedure for settlement or provides for liquidated damages

42. **PROGRESS PAYMENTS:** R7-2-1105 allows for progress payments to the contractor of construction if the contractor agrees to adhere to ARS 41-2577 (B) (D) (F). All progress payments must be invoiced to the District. It is the responsibility of the District to review and approve any estimates of work completed. Payment shall be made within 14 days after the estimate of the work is certified and approve, except that a percentage of all estimates shall be retained as provided in R7-2-1104. If the District issues a written statement to the Contractor that the estimate of work is not approved and certified, the District may withhold an amount from the progress payment that the District reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted in R7-2-1105 (A). In such cases, the Contractor agrees to hold the District harmless for any deficiency payment.

Progress payments may be made to the prime contractor on the basis of a duly certified and approved estimate of work performed during the preceding month. The prime contractor must agree to pay any subcontractors or material suppliers within seven (7) days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties involved.

Once all bonds are in place, the prime contractor and the District will agree upon a schedule of payments based on identifiable milestones. If any payment to the contractor is delayed after the date due, interest shall be paid at the rate of one percent per month, or a fraction of a month, on such unpaid balance as may be due. Any late charges will be the responsibility of the District. Acceptance of final payment is a waiver of all claims except unsettled claims previously made in writing.

43. **RETENTION:** In accordance with R7-2-1104 and 41-2576 there shall be no retention for Job-Order Contracting construction services contracts.

44. **BILLINGS:** All billing notices shall identify the specific item(s) being billed. Items are to be identified by name, model/serial number as most applicable. Any purchase/delivery order issued will refer to the contract number resulting from this solicitation.

45. **INSURANCE:** Offeror agrees to maintain such insurance as will fully protect Offeror, 1GPA and its Members from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror, 1GPA and its Members for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to 1GPA Members.

1GPA shall be named as an additional insured party in the Certificate of Insurance that includes the following:

- Successful Offeror will be required to provide proof of and maintain Comprehensive General Liability Insurance with a limit of not less than $1,000,000 per occurrence and $2,000,000 aggregate coverage.
- Successful Offeror will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.
- The Contractor's insurance coverage shall include Technology or Cybersecurity Liability insurance with a minimum of $1,000,000 per claim and $2,000,000 aggregate. Insurance shall include coverage for cloud computing and mobile devices, protection of private or confidential information, network security and privacy, liability for system attacks, digital asset loss, denial or loss of services, unauthorized access and use, as well as introduction, implantation or spread of malicious software code.

In addition, awarded vendor shall be willing to provide, upon request, a certificate of insurance to any Member using this contract.

46. SPILLAGE: Contractor will be responsible for the clean-up of a contamination or spillage resulting from the delivery and unloading.

47. DATA, INFORMATION AND RECORDS SECURITY AND PRIVACY: Contractor agrees to comply with all applicable laws and regulations regarding data, information and records security and privacy all of which are incorporation herein by reference in their current forms and as amended at any future time. These include, but are not limited to, Arizona Revised Statute (A.R.S.) §18-552 et seq – Notification of Security System Breaches; A.R.S. §44-7601 et seq – Discarding and Disposing of Records Containing Personal Identifying Information; Family Educational Rights and Privacy Act (FERPA); Protection of Pupil Rights Amendment (PPRA); Health insurance Portability and Accountability Act of 1996 (HIPPA) Privacy and Security Rules; Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; applicable federal, state and local regulations relating to confidentiality of student records; and any other federal and/or state law governing the privacy of personally identifiable information

48. FINGERPRINT & BACKGROUND CHECKS: 1GPA anticipates that services under this contract may cause the contractor and proposed subcontractors to have direct, unsupervised contact with pupils. In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall be required to obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, Article 3.1. Therefore, the Contractor and any proposed subcontractors warrant compliance with ARS subsection 41-4401, ARS subsection 23-214, the Federal Immigration and Nationality ACT (FINA) and all other federal, state and local immigration laws and regulations related to the immigration status of its employees. The contractor must have all employees on-site submit to a fingerprint clearance conducted by Department of Public Safety and all employees must carry fingerprint card at all times. These warranties shall remain in effect through the term of the contract.

1GPA or Member may, at its sole discretion, require evidence of compliance during the evaluation process or contract term. Should 1GPA or Member request evidence of compliance, the Contractor and any proposed subcontractors shall have 5 working days from receipt of the request to supply adequate information. Failure to supply the requested information or if 1GPA or Member suspects or finds the Contractor or any of its subcontractors are not in compliance, 1GPA or Member may pursue any and all remedies allowed by law, including, but not limited to: non-consideration of contract award, suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs associated with verification and any remedies are the sole responsibility of the Contractor and any proposed subcontractor.

49. EMPLOYEE IDENTIFICATION: All employees **must** check in at the front office of each Member site. The employee must have an identification badge at all times in clear view, with picture ID and name of firm. In addition, the employee shirt must have the company name on it. Failure to have any of these items will result with the employee being escorted off property.

1. PURPOSE

This Request for Proposal is the second step of a two-step process and is being issued only to the persons on the final list developed in RFQ 22-14PV.

The purpose of this RFP is to develop term contracts with qualified Mechanical Contractors to perform miscellaneous construction and repair services, including limited pre-construction design services (i.e. professional services), for various projects, to be determined, such as installations, repairs, upgrades of HVAC systems, maintenance and plumbing services, as related to HVAC systems to buildings and facilities utilizing Job Order Contracting (JOC) project delivery method.

1GPA and its Lead Agency intend to award contracts to cover all of Arizona. Firms may also submit responses to include other states. However, firms shall follow the laws of those states they are submitting and assure that this solicitation meets the requirements of those states. It is expected that contracts will be awarded to up to seven (7) Mechanical Contractors.

The method used for JOC Task Order pricing will be determined by the Member and JOC contractor prior to any pricing being completed. Acceptable methods of determining pricing may include Open Book Pricing or Unit Price Book.

In accordance with R7-2-1112 (E)(1), 41-2580 (F)(1), and 34-605(F)(1) the maximum dollar amount of an individual job order for job-order-contracting construction services shall be one million dollars or a higher or lower amount prescribed by the governing board, or purchasing agency, in a policy adopted in a public meeting held pursuant to A.R.S. Title 38, Chapter 3, Article 3.1.

2. BACKGROUND

1Government Procurement Alliance (1GPA), is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors. Eligible using 1GPA Members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

The Paradise Valley Unified School District (PVUSD) is one of the largest employers in the north valley with approximately 3,800 employees. The current student population is approximately 30,410. PVUSD consists of five high schools, seven middle schools, 28 elementary schools, one K-8 school, two alternative schools, one comprehensive online school and six administrative support sites. PVUSD covers approximately 98-square miles of northeast Phoenix and north Scottsdale in an area bounded by 7th Avenue and Pima Road, and Northern Avenue and Jomax Road. Following contract award, PVUSD will select the awarded vendor(s) that best meet the needs of the District. The items listed under this Scope of Work may or may not apply to the specific needs of PVUSD.

The RFQ and subsequent RFP will be replacing the following past solicitation:
18-16PV Job Order Contracting for Mechanical Services

Current vendors that have been awarded the above contract will need to respond to this RFQ in order to have the opportunity to continue servicing 1GPA Members.

This Job Order Contracting RFP is in accordance with School District Procurement R7-2-1106 – R7-2-1115, ARS §34-604, and ARS §41-2579. In accordance with R7-2-1106 (A) PVUSD made a determination that use of Job Order Contracting is advantageous for the District.

3. TYPICAL WORK

3.1 Design Services:

The scope of work will vary with each Job Order. Minor design services may be required for some job orders, however if needed, most will be designed through registered Architects and Engineers under separate contracts. For job orders that require design services, the contractor shall seek the services of Arizona registered Architects and Engineers to prepare plans for permitting.

3.2 Construction Services:

Specific tasks include, but not limited to, the installation, retrofit, service, and repair of full spectrum HVAC equipment, components, and systems. Typical installation and repairs of HVAC components include compressors, condensers, rooftop units, air handling units, boilers, heat exchangers, computer room units, chillers, cooling towers, pumps, variable frequency drives and Energy Management Systems and other mechanical components. Additional services include complete central plant retrofits to include mechanical piping, heating systems, valves/fittings, pumps, ducting and insulation, and energy savings initiatives [utility rebates], water treatment, balancing, and design/build services. Additional associated services and miscellaneous tasks are authorized that accompany the mechanical services outlined above.

Construction services by the JOC Contractor may include, but are not limited to:

3.2.1 Provide construction and repair services for various projects, including required labor (including subcontractors costs), materials, equipment, and related services for remodeling, renovations, tenant improvements, and additions; including site work, installation of water, sewer, or other utility extensions.
3.2.2 Assist with scoping and constructability issues.
3.2.3 Provide project scheduling.
3.2.4 Provide detailed cost estimating and knowledge of marketplace conditions.
3.2.5 Provide value engineering as required.
3.2.6 Provide long-lead procurement studies and possibly initiate procurement of long-lead items.
3.2.7 Coordinate with various Member departments and other agencies including utility companies, etc.
3.2.8 Schedule and manage site operations.
3.2.9 Bid, award, and manage all subcontracts while meeting the Member's project requirements and standards.
3.2.10 Provide quality controls.
3.2.11 Address all federal, state, city, and county permitting requirements and assist in the permitting processes.
3.2.12 Maintain a safe and clean work site for all project participants, Member's staff, and public.
3.2.13 Coordinate removal of Hazardous Materials with the Member.
3.2.14 For any project that exceeds $100,000, the contractor must submit a 100% performance and payment bond and power of attorney.

4. PRICING METHODOLOGY

Acceptable methods of determining pricing may include unit price book or open book pricing. The 1GPA Member shall select the pricing method for a job order prior to requesting a price quote.

4.1 Unit Price Book (UPB):

Firm-fixed coefficients are not subject to any adjustment.

This method will need to be utilized when Contractor is self-performing.

1GPA and PVUSD recognize the following as acceptable Unit Price Book. This information is not meant to be restrictive, other Unit Price Books may be considered. Contractor is to use the latest edition of the Unit Price Book.

- RS Means Data
  Facilities and Mechanical
- Trade Service TRA-SER for Plumbing and Mechanical

Firms shall provide a fixed coefficient to arrive at the net cost to 1GPA Members. In the event a certain material or equipment is not specifically listed within this Price Book, the Member reserves the right to negotiate the unit rate with the successful firm that may include the competitive quoting through multiple subs. See Attachment A of the Master Agreement for additional pricing information.

4.2 Open Book Pricing:

Firm-fixed multipliers are not subject to any adjustment.

Open Book Pricing allows the contractor to apply subcontractor pricing quotes or total direct project costs to a predetermined fixed overhead and profit multiplier.

Direct job cost shall be based upon firm price quotes from contractors in the contract's approved subcontractor list. To the extent practicable, contractor shall obtain firm price quotes from a minimum of three contractors for each discipline applicable to the project. Contractor shall select subcontractors based on qualifications alone or on a combination of qualifications and price and shall not select subcontractors based on price alone. The Contractor shall provide the Member with copies of subcontractor quotes and the basis for selection of each subcontractor. See Attachment B of the Master Agreement for additional pricing information.

4.3 Audits:

Members may use an independent third party to audit quotes received from awarded contractors.

5. USE OF CONTRACT

5.1 1GPA Members may use this contract and select awarded contractors based on their own best practices. The Member's selection process may include qualifications of the awarded contractor in consideration of their project and scope of work, availability of the awarded contractor and their work load, sub selection process, past experience with contractor, and other practices determined by the Member. 1GPA will not promote or suggest to any Member to compete pricing of the awarded contracts, as 1GPA does not believe this is the intent of Job Order Contracting Services.

5.2 Job Order Contracting Master Agreement: This agreement is enclosed with this solicitation and will be part of the awarded contract. Firm should review the agreement and indicate if your firm is willing to sign this document, if awarded, as part of the agreement or provide any recommended changes.

1. EVALUATION OVERVIEW

1.1 RFP Process

1GPA intends to award contracts up to seven (7) Mechanical Contractors to cover all geographic locations in Arizona and possible other states.

The evaluation committee shall evaluate all submittals in accordance with defined criteria set forth in this Section paragraph 4, and the information provided in Section III. No other factors or criteria may be used in evaluation and scoring.

The selection committee will separately evaluate and score the technical proposal before opening, evaluating, and scoring the price proposal.

1.2 Contract Awards

Each offeror shall submit separately its final technical proposal and its price proposal.

Before opening any price proposal, the selection committee shall open and evaluate the final technical proposals and score the technical proposals using the scoring method in the request for proposals.

After completion of the evaluation and scoring of all final technical proposals, the selection committee shall open, evaluate and score the price proposals, and complete scoring of the entire proposals.

The school district shall award the contract to the responsive and responsible offerors whose proposals receive the highest score under the method of scoring in the request for proposals.

When 1GPA and its lead agency enter into the number of contracts specified in the Request for Proposal, the procurement ends.

2. EVALUATION COMMITTEE

The evaluation committee for this procurement shall consist of no more than seven members as follows:

- District Administrators and Representatives
- 1GPA Administrators
- Licensed General Contractor - Senior Management
- Registered Architect/Engineer

The committee will remain the same throughout the RFQ and RFP process.

3. PROPOSED SELECTION SCHEDULE

• Request for Proposals Issued	May 10, 2022
• Due Date of RFP Submittals	June 7, 2022
• Evaluation Period (Tentative)	June 7 – July 15, 2022
• Board Approval Date (Tentative)	August 4, 2022

4. **EVALUATION CRITERIA – Total Points Available: 150 Points**

Evaluation of the Request for Proposals shall be based upon the following criteria listed and their point values.

Technical Proposal Evaluation

4.1 **Qualifications and Experience of Firm - (30 points)**

Overall experience and expertise of the submitting firm shall be considered; The ability of the firm to demonstrate a level of competence in establishing long term relationships with clients in performing a variety of mechanical related projects on a repeated basis; Working on multiple projects; Ability of firm to complete projects on a timely basis; Overall expertise of the submitting firm in the area of estimating, pre-construction design services, value engineering, and job site analysis.

4.2 **Qualifications and Experience of Personnel - (25 points)**

Overall qualifications and experience profile represented by the key personnel described by the offeror; Education and certification background of personnel; Tenure of the proposed personnel with submitting firm; The specific experience of the proposed team; Knowledge of JOC practices using an established Unit Price Book and Open Book Pricing shall be considered.

4.3 **Method of Approach - (20 points)**

Overall method of approach described by the offeror in how they would implement and execute a JOC program for 1GPA Members; The detail and thoroughness of the plan to include contract management, quality management and subcontractor management; Ability of the offeror to communicate a sense of confidence and competence in operating within a JOC environment; Software solution proposed and the ability of firm to provide a precise mechanism for establishing price estimates; Reputation to attract quality sub-contractors.

4.4 **Organizational Strength - (20 points)**

Financial condition of the offeror shall be reviewed to ensure long term viability; Safety record of the offeror; Bonding capacity; Insurance requirements; Number of years in operation; Knowledge of construction market; Reputation to attract quality sub-contractors shall be considered. The ability of the firm to effectively absorb new projects in light of existing work load.

4.5 **Responsiveness - (5 points)**

Overall responsiveness of the proposal in clearly stating and understanding the scope of work and providing the required information at time of RFP submittal. The ability of the firm to accept the terms and conditions of this solicitation that will become the governing document of this contract will be considered. **All forms have been completed, signed, and submitted in the response.**

Price Proposal Evaluation

4.6 **Price – (50 points)**

Shall include firm-fixed Coefficient to a Unit Price Book, firm-fixed Open Book Pricing as outlined in this RFP, and/or labor, and/or Trade Service price guide for products.

The Price Proposal shall be submitted separately in the OpenGov procurement portal. The selection committee will separately evaluate and score the technical proposal before opening, evaluating, and scoring the price proposal.

A. ELECTRONIC SUBMITTAL REQUIRED:

An electronic submission is required. The electronic submission is to be uploaded online through OpenGov Procurement. Submittal instructions for OpenGov Procurement are found on the last page of this document under Exhibit A.

Proposals will be time stamped when received by OpenGov Procurement. Proposals will be accepted up to but no later than the time indicated in the Request for Proposal (RFP). Proposals received after the time stated in the RFP will not be considered and will remain unopened. Offeror assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before Proposal Due Date and Time to begin the uploading process and to finalize your submission.

B. PROPOSAL FORMAT:

Each proposal should be submitted on the forms and in the format specified in the RFP, Sections III and IV. The material should be in sequence and related to the RFP. 1GPA will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Each proposal should contain a table of contents with a clear and complete identification of the materials submitted by section and page number. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

Submission of a technical proposal indicates that the offeror has read and understands this entire Request for Proposals (RFP), to include all appendices, attachments, exhibits, schedules, and addendum (as applicable) and agrees that all requirements of this RFP have been satisfied.

All proposals and materials submitted become the property of the Lead District and 1GPA.

30 PAGES MAX – Each firm shall be limited in the total number of pages submitted as part of their technical proposal package. Due to the offeror's time and cost in preparing this document, along with the challenge of thoroughly reading and evaluating these documents, 1GPA will limit the total number of content pages to 30 (single sided using minimum 11 point font). Documents that will not be considered in this total shall be resumes, financial statements, letters from financial/insurance institutions, cover page, index, offer acceptance form, insurance certificates, all other forms outlined in paragraph E. below. The section pages can be used to reference each section and can be used for pictures or art work. 1GPA has attempted to streamline the amount of required information as noted below. Firms are strongly encouraged to present their offers in strict accordance with the noted outline.

C. TECHNICAL PROPOSAL:

The technical proposal should include at least the following information:

SECTION 1 – BASIC COMPANY INFORMATION

1.1 Provide a signed letter of interest in providing the services described in the solicitation.
1.2 Number of years in business (under the submitted name) and number of years operating in Arizona.
1.3 Licenses(s) held by the firm.
1.4 If the firm has more than one office, provide specific information about the parent company and administering branch office.
1.5 Certify that your organization and any principal of the organization is not prohibited, suspended or otherwise declared ineligible to contract or provide any services required hereunder by any federal, state or local public agency.

1.6 Review the attached JOC Master Agreement and indicate if your firm is willing to sign this document, if awarded, as part of the agreement or provide any recommended changes.

SECTION 2 – PAST PERFORMANCE

2.1 Provide a statement of your experience providing job order construction services over the past few years.
2.2 Provide a list of your job order contracts. Include date of contract, contracting agency contact information, and value of contract.
2.3 Provide a description of your experience working on educational or public sector based projects, working on multiple projects simultaneously, and working during limited time frames such as summer breaks and during a typical school year.

SECTION 3 – KEY PERSONNEL

3.1 Provide a listing of key personnel that will be assigned to this contract and include the following:

- 3.1.1 Their professional discipline, areas of specialization, achievements, etc.
- 3.1.2 Resumes or bios to include educational background, certifications, registration/license status, employment history
- 3.1.3 List of governmental/educational projects the individual had direct involvement; this may include actual work experience with submitting firm or prior engagements with other firms
- 3.1.4 Number of years with current firm, number of years in the profession

3.2 Identify the primary contact person who will represent the firm and interface with 1GPA.

3.3 Indicate if any principal or key individual has ever been convicted of a felony. Give a detailed explanation of the names/convictions.

SECTION 4 – METHOD OF APPROACH

4.1 Contract Management Plan

- 4.1.1 Provide a statement of your plan for performing and managing the work.
- 4.1.2 What specific software program does your firm use in developing job estimates? Provide a sample of a typical job estimated using your software program.
- 4.1.3 Explain how you plan to ensure prompt responses to job order requests.
- 4.1.4 Provide your plan for responding to and performing multiple job orders at the same time.
- 4.1.5 Explain what limitations you have geographically or in the number of simultaneous job orders.
- 4.1.6 Describe firm's philosophy on self-performing any of the trade work.

4.2 Quality Management Plan

- 4.2.1 Explain how you set goals and monitor the performance of your company.
- 4.2.2 Explain how you inspect the work to ensure quality.
- 4.2.3 Explain how you stay on schedule.
- 4.2.4 Explain your complaint and dispute resolution procedure.

4.3 Subcontractor Management Plan – Provide an overview of the firm's subcontractor Management plan including the selection plan as provided in the RFQ-Step 1 process.

SECTION 5 – ORGANIZATIONAL STRENGTH

5.1 Provide audited (preferred) financial statements representing the past two (2) years. Provide Balance Sheets and the Statement of Income and retained earnings. Financial statements will be considered confidential. *Provide this information in a separate upload on the OpenGov procurement portal. Do not include this information in your technical proposal.*

5.2 Provide a letter from your bonding company indicating your firm's maximum cumulative bonding limit, your single project limit and identify your firm's current available bonding capacity.

5.3 Provide a certificate of insurance indicating your firm's insurance coverage. A sample certificate may be provided. However, before any work is initiated, the successful contractor must provide a certificate that names the 1GPA Member as additional insured.

5.4 Provide a letter from your firm's insurance company stating the Workers' Compensation Experience Modification Rate (EMR) for the past three (3) years. The letter shall be on the insurance company's letterhead and shall be signed by an appropriate individual employed by the insurance company.

5.5 Identify the current total dollar value of awarded construction work currently being managed by the local office. Identify the total number of direct employees of local office supporting construction value noted above.

5.6 Identify any judgments or liens against your firm within the past three years.

5.7 Identify any current unresolved bond claims against your firm.

5.8 Identify any deficiency orders issued against your firm by the Arizona Register of Contractors over the past three years.

5.9 Identify any filing under the U.S. Bankruptcy Code over the past three years.

SECTION 6 – MISCELLANEOUS

Provide any additional information that would add value to the program offered that has not been identified above.

D. BID/BOND SECURITY (Submitted Separately)

The submission shall include acceptable bid security in the amount of $100,000 (see form on page 33).

If sending a certified check, contact Claudia Leon at 602.625.0902 for submittal instructions. An annual or one-time bid bond underwritten by a surety company and a power of attorney should be submitted on the OpenGov procurement portal.

E. PRICE PROPOSAL (Submitted Separately)

The Price Proposal form is located on the OpenGov Procurement portal shall be submitted separately. Do not include the price proposal form with your technical proposal.

F. RESPONSIVENESS (Submitted Separately)

Other forms (as referenced below) are located on the OpenGov Procurement portal. Follow the prompts to download the forms and upload the completed forms as part of your firm's technical proposal. Forms must be signed by an authorized person to bind a contract. Failure to complete and submit these forms may be considered non-compliant.

- Offeror's Proposal and Acceptance Form
- 2CFR Section 200 Certifications Form
- Non-Collusion Affidavit Form
- Amendment Acknowledgement Forms (if applicable)

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____

(hereinafter called Principal), as Principal, and _____

_____, a corporation organized and existing under the laws of the State

Of_____ , with its principal office in the City of

_____, (hereinafter called the

Surety), as Surety, are held and firmly bound unto 1Government Procurement Alliance (hereinafter called the Obligee) in

the amount of **One Hundred Thousand and 00/100** (Dollars) **($** 100,000.00) , for the payment

whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns,

jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for:

RFP # 22-14PV
Job Order Contracting for Mechanical Services

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20 _____

_____
Principal Seal

BY _____

_____
Surety Seal

BY _____

_____
Agency of Record

EXHIBIT A

OPENGOV PROCUREMENT SUBMISSION INSTRUCTIONS

Please contact OpenGov Procurement at https://help.procurenow.com/en/ for technical questions related to your submission.

Please follow these instructions to submit via the OpenGov Procurement public portal.

1. **Create an OpenGov Procurement Account:**
   - Register to access solicitation documents and upload responses at

     https://secure.procurenow.com/portal/1GPA by selecting Subscribe to create an account. Detailed instructions may be found at http://help.procurenow.com/en/articles/2482165-vendor-registration

   - Follow updates to existing solicitations and receive email notices of amendments/addenda posted by finding the solicitation and clicking the "Follow" button. Ultimately, it is the sole responsibility of each offeror to periodically check the site for any amendments/addenda issued at

     https://secure.procurenow.com/portal/1GPA.

2. **Prepare your submission materials:**

Requested Information/Document
TECHNICAL PROPOSAL
FINANCIAL STATEMENTS
BID/BOND SECURITY
PRICE PROPOSAL FORM
FORMS

   - Note the type and number of files allowed.
   - **Do not embed** any documents within your uploaded files, as they will not be accessible or evaluated.

3. **Upload your submission at: https://secure.procurenow.com/portal/1GPA**

   - Your submission must be uploaded, submitted, and finalized prior to the Due Date and Time of:

     JUNE 7, 2022 AT 1:00 P.M. MST – ARIZONA TIME

   - We strongly recommend that you give yourself sufficient time and at least **ONE (1) day** before Proposal Due Date and Time to begin the uploading process and to finalize your submission.

Important Notes:

- Each item of Requested Information/Document will only be visible after the Closing Time.
- Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.
- You will receive an email confirmation with a date/time stamp once you finalize your submission.
- Minimum system requirements: OpenGov Procurement is compatible with major browsers such as Chrome, Firefox, Microsoft Internet Explorer, Edge, and Safari. It can be accessed on all Android and IOS devices.

The following is a Cooperative Solicitation, released via Paradise Valley Unified School District as the lead agency of 1Government Procurement Alliance:

Request for Qualifications # 22-14PV (Step 1)
Job Order Contracting for Mechanical Services

Submittal Due Date and Time: April 20, 2022 at 11:00 A.M. MST Arizona Time

RFQ Opening Location: Paradise Valley Unified School District – Lead Agency
15002 N. 32nd Street
Phoenix, Arizona 85032

Electronic Submittals: OpenGov Procurement – **https://secure.procurenow.com/portal/1GPA**
See enclosed information for submittal instructions.

Last Day for Questions: April 11, 2022

Pre-Submittal Conference: March 31, 2022 at 10:00 A.M.
1GPA Office
1910 West Washington Street
Phoenix, AZ 85009

In accordance with the Arizona procurement code and rules, Request for Qualifications for the materials or services specified will be received electronically by the 1GPA lead agency, via OpenGov Procurement, until the time and date cited. Qualifications received by the correct time and date shall be opened, via OpenGov Procurement, and the name of each Offeror will be publicly read at the location indicated above. All other information contained in the Request for Qualifications shall remain confidential until award is made. Late submittals shall not be considered.

To be considered, submittals shall be submitted electronically via OpenGov Procurement, https://secure.procurenow.com/portal/1GPA. Submittal instructions for OpenGov Procurement can be found on the last page of this document under Exhibit A. Additional instructions for preparing a solicitation are provided herein. Offerors are strongly encouraged to carefully read the entire solicitation document.

Questions regarding this Request for Proposal should be submitted via OpenGov Procurement located at https://secure.procurenow.com/portal/1GPA. To receive email notification when answers are posted on OpenGov Procurement please click the "Follow" button. Direct all inquiries directly to Claudia Leon, at cleon@1gpa.org (phone 602-625-0902).

Eva D. Calles
Eva Calles, Director of Purchasing
Paradise Valley Unified School District (PVUSD)

Christy Knorr
Christy Knorr, Vice President
1Government Procurement Alliance (1GPA)

Date Issued: March 15, 2022

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DOCUMENTS REFERENCED

You may access a complete copy of the documents referenced within this solicitation at the following web addresses:

Arizona:

Arizona Revised Statutes (A.R.S.) is available at
http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp

A.R.S. § 41-2579

The Arizona School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at
http://apps.azsos.gov/public_services/Title_07/7-02.pdf

All Other States:

For a full listing of Intergovernmental Purchasing Statutes by state, visit the 1GPA website at: http://1gpa.org/state-statutes/

Local Governments website (USA.gov): http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Federal:

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at
http://www.irs.gov/pub/irs-pdf/fw9.pdf

Education Department General Administrative Regulations (EDGAR), 2 C.F.R. §§ 200.318-326
https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/xml/CFR-2014-title2-vol1-part200-subpartD.xml

INTRODUCTION

Who are we?

1Government Procurement Alliance (1GPA), is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors.

Eligible using members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

What do we do?

We provide contracts for a broad range of commodities and services that are available to the Cooperative eligible members through a government purchasing cooperative or Interlocal agreement. All of our contracts are competitively procured and awarded in compliance with state statutes, procurement laws and regulations.

Contracts are approved and awarded by 1GPA's lead governmental entities and are only available for use and benefit of all entities complying with state procurement laws and regulations.

Why are we preferred?

The Cooperative's pooled purchasing power means public and private schools, cities, counties and state agencies, non-profits, as well as colleges, universities and Native American communities **can save actual budget dollars** on our contracts utilizing best business practices.

Our agency is dedicated to negotiating the best contracts with the best firms locally or nationally to ensure our members receive quality products and services at the best price.

We service our members by providing in-house knowledge of public procurement practices in conjunction with quality business practices to mainstream the purchasing process for large and complex solicitations that can take up to 6 to 12 months for our members on their own.

We pride our firm on our commitment to compliance, innovation, and collaboration.

As a government purchasing cooperative, 1GPA offers its Members access to a broad range of vendors whose goods and services have been competitively procured by 1GPA, in coordination with its governmental lead agencies. When conducting competitive solicitations, 1GPA takes all steps necessary to comply with federal, state and local procurement laws applicable to both the Lead Agency identified in the solicitation, as well as to 1GPA. Each Member must make its own independent determination as to (1) whether the Member may, under laws applicable to the Member, lawfully purchase particular goods or services through purchasing cooperatives, and (2) whether the Member must comply with any additional procedures required under laws applicable to the Member prior to completing a cooperative purchase. 1GPA makes no representations or warranties to its Members, or to any vendors, regarding such matters.

DEFINITION OF TERMS

A complete list of definitions can be in the Arizona Administrative Code R7-2-1001. The terms listed below are defined as follows:

"Attachment" means any item the Solicitation requires the Offeror to submit as part of the submittal.

"Contract" means the combination of the Solicitation, including the Special Instructions to Offerors, Special Terms and Conditions, and the Specifications and Statement or Scope of Work/Services; and any Solicitation Amendments or Contract Amendments, and Member purchase orders.

"*Contract Amendment"* means a written document signed by the 1GPA that is issued for the purpose of making changes in the Contract.

"Contractor" means any person who has a Contract with the 1GPA.

"Cost" means the aggregate cost of all materials and services, including labor performed by force account.

"Days" means calendar days and shall be computed pursuant to A.R.S. §1-243.

"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

"Governing Body" means any group comprised of elected or appointed officials, such as School District Governing Boards, City Councils, County Supervisors, Board of Regents, etc., which has the authority to make fiduciary decisions for a Member organization.

"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

"*Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

"Member" means the non-profit entities, public and private schools (including independent school districts and charter schools), education service centers, colleges, universities, municipalities, counties, political subdivisions, and other governmental entities and agencies throughout the United States that have followed local governing authority allowing them to utilize contracting vehicles procured and administered by 1GPA.

"Offer" means a response to a Request for Qualifications.

"Offeror" means a person submitting an offer in response to a Request for Qualifications.

"Person" means any corporation, business, individual, union, committee, club, other organization or group of individuals.

"Procurement Officer" means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this Solicitation or his or her designee.

"Purchase Order or PO" means the agreed-upon purchase order or other form of binding contract document between the 1GPA member and the Vendor which is used in making a purchase under a 1GPA contract.

"Responsible Bidder or Offeror" means a person who at the time of contract award has the capability to perform the Contract requirements with the integrity and reliability which will assure good faith performance.

"Responsive Bidder or Offeror" means a person who submits an offer which conforms in all material respects to the Request for Qualifications.

"Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

"Solicitation" means an Invitation for Bids ("IFB"), a Request for Proposal ("RFP"), or a Request for Quotations ("RFQ").

"Solicitation Amendment" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1. **Inquiries**

A. **Duty to Examine** - It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its submittal for accuracy before submitting their Qualifications. Lack of care in preparing a Request for Qualifications shall not be grounds for withdrawing the submittal after the due date and time nor shall it give rise to any Contract claim.

B. **Solicitation Contact Person** - Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person.

C. **Submission of Inquiries** - Questions and/or clarifications concerning this Solicitation will be accepted in writing through the Questions and Answers Tab on OpenGov Procurement no later than **April 11, 2022 by 5:00 p.m.** (Local Time). Responses and addenda to this RFQ (if necessary), are scheduled to be addressed and posted on OpenGov Procurement by April 12, 2022 by 5:00 p.m. No Offeror may rely upon oral responses made by any 1GPA employee or any representative. The OpenGov Procurement portal is located at https://secure.procurenow.com/portal/1GPA.

D. **Solicitation Amendments/Addenda** - The Solicitation shall only be modified by a Solicitation Amendment or Addendum. 1GPA will not be responsible for Offerors adjusting their offer based on oral instructions by any member of 1GPA or lead District Personnel.

E. **Pre-Submittal Conference** - If a Pre-Submittal Conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.

F. **Submittal Opening:** Submittals shall be electronically submitted via OpenGov Procurement prior to the specified due date and time. Submittals shall be opened immediately following the due date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Offeror shall be read at this time. All submittals and any modifications and other information received in response to the Request for Qualifications shall be shown only to authorized 1GPA personnel having a legitimate interest in the evaluation. After contract award, the Submittals and evaluation document shall be open for public inspection.

G. **Time Stamp:** Submittals will be time stamped when received by OpenGov Procurement. Submittals will be accepted up to but no later than the time indicated in the Request for Qualifications (RFQ). Submittals received after the time stated in the RFQ will not be considered and will remain unopened. Offeror assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before Submittal Due Date and Time to begin the uploading process and to finalize your submission.

H. **Persons with Disabilities** - Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

2. **Submittal Preparation**

A. **Forms:** - A response to a Request for Qualifications shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.

B. **Typed or Ink Corrections**. - A response to a Request for Qualifications should be typed or in ink. Erasures, interlineations or other modifications in the submittal should be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under A.A.C. R7-2-1030.

C. **Signature(s) on Offers** - The Offer and Contract Acceptance document should be submitted with an original ink signature by the person authorized to sign the Offer. Failure to sign the Offer and Contract Acceptance document may result in rejection of the Offer.

D. **Exceptions to Terms and Conditions** - All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Offer may negatively affect the solicitation evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer. No exceptions included in the Offer shall become part of the resulting Contract unless agreed and accepted to by 1GPA.

E. **Cost of Proposal Preparation** - 1GPA will not reimburse any Offeror the cost of responding to a Solicitation.

F. **Solicitation Amendments/Addenda** - Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum should be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Offer.

G. **Provision of Tax Identification Numbers** - Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Contract Acceptance Form.

H. **Taxes**:

1. **Federal Excise Tax** - Arizona School Districts/Public Entities are exempt from certain Federal Excise Tax on manufactured goods.

2. **Transaction Privilege Taxes** - Arizona School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. Transaction Privilege Taxes in Arizona include State, County and City taxes.

3. **Property Taxes** - Arizona School Districts/Public Entities do not pay state property taxes.

4. **Taxes on Shipping** - Transaction privilege tax may not be collected on delivery charges to the Member's location if separately stated on the invoice.

5. **Payment of Taxes** – Member is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collection such taxes and shall forward all taxes to the proper revenue office.

All Other States – Other states may have different tax requirements and laws. The tax laws in each state shall be followed by the awarded vendor. It is the responsibility of the vendor to be familiar with the laws and statutes in the state in which they are conducting business.

I. **Disclosure** - If the firm, business, or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

J. **Solicitation Order of Precedence** - In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:

1. Addenda/Amendments;
2. Special Terms and Conditions;
3. Uniform General Terms and Conditions;
4. Scope of Work/Specifications;

5. Attachments;
6. Exhibits;
7. Special Instructions
8. Uniform Instructions to Offerors.

K. **Delivery** - Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s). Contractor shall provide delivery of goods, and/or performance of services in accordance with the needs of the 1GPA Member. Products delivered must conform to the products listed under this contract and may not be substituted with nonconforming products. Contractor agrees to pay for and arrange for return of goods that are defective.

3. **Submission of Proposal**

A. **Submittal Submission** - Each submittal shall be submitted electronically to OpenGov Procurement by the due date and time at https://secure.procurenow.com/portal/1GPA. Submittal instructions for OpenGov Procurement can be found on the last page of this document under Exhibit A. 1GPA will not consider an offer submitted by any other method other than OpenGov Procurement.

B. **Offer Amendment or Withdrawal** – An Offeror may modify or withdraw an Offer in writing at any time before Qualifications opening if the modification or withdrawal is received before the Qualifications due date and time designated in the Solicitation. An Offer may not be amended or withdrawn after the due date and time except as otherwise provided under A.A.C. R7-2-1044.

C. **Public Record/Confidentiality** - Under applicable law, all Offers submitted and opened are public records and must be retained by 1GPA. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by 1GPA pursuant to A.A.C. R7-2-1006.

If Offeror believes that its offer contains trade secrets or other proprietary data not be disclosed as otherwise required by A.R.S. §39-121, a statement advising 1GPA of this fact shall accompany the submission and the information shall be so identified wherever it appears. Requests to deem the entire offer as confidential, contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

D. **Certification** - By signing the Offer and Contract Acceptance form or other official contract form, the Offeror certifies that:

1. The prices have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer and that the Offeror has taken steps and exercised due diligence to ensure that no violation of A.R.S. §15-213(O) has occurred; and

2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment, including, Federal Executive Order 11246, Arizona State Executive Order 99-4, 2000-4, A.R.S. §41-1461 through 1465; and

3. The Offeror warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), A.R.S. §41-4401 and §23-214, and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program; and

4. The Offeror 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, or service to a public servant in connection with the submitted Offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in

rejection of the Offer. Signing the Offer with a false statement shall void the Offer, any resulting contract and may be subject to legal remedies provided by law; and

5. By submission of this Offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and

6. By submission of this Offer, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan or cooperative agreement; and

7. In accordance with A.R.S. §35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.

8. The Offeror warrants that it and all proposed subcontracts are not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393 and Texas Gov't Code 2270.002.

9. The Offeror warrants that it shall comply with the fingerprinting requirements, unless otherwise exempted, in accordance with A.R.S. §15-512.

4. **Additional Information**

A. **Unit Price Prevails** - Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

B. **Taxes** - The amount of any applicable transaction privilege or use tax of a political subdivision of the state of Arizona is not a factor in determining the most advantageous proposal.

C. **Late Offers, Modifications or Withdrawals** - An Offer, Modification or Withdrawal submitted after the exact Qualifications due date and time shall not be considered except under the circumstances set forth in A.A.C. R7-2-1044.

D. **Disqualification** - The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

E. **Offer Acceptance Period** - An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90).

F. **Payment** - Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.

G. **Waiver and Rejection Rights** - Notwithstanding any other provision of the solicitation, 1GPA reserves the right to:

1. Waive any minor informality;
2. Reject any and all Offers or portions thereof; or
3. Cancel the Solicitation.

5. **Award**

A. **Number or Types of Awards** - Where applicable, the 1GPA reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, or categories, by an incremental award, by region, or by location, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that 1GPA determines is necessary to meet the needs of its Members.

B. **Contract Inception** - An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by 1GPA and the Lead Agency with an authorized signatures on the Offer and Contract Acceptance form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.

C. **Effective Date** - The effective date of this Contract shall be the date that 1GPA and the Lead Agency signs the Offer and Contract Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

6. **Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the lead agency representative, Eva Calles, Director of Purchasing.

A. Protest shall include:

1. The name, addresses, and telephone number of the interested party;
2. The signature of the interested party or the interested party's representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested.

B. The interested party shall supply any other information requested by 1GPA or lead agency within 10 days of the request.

C. The interested party may file a written request with the district representative for an extension of the time limit for providing additional information set forth in subsection (B). The written request shall be filed before the expiration of the time limit set forth in subsection (B) and shall set forth good cause as to the specific reason that the interested party is unable to provide the additional information with the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and if an extension is granted, set forth a new date for submission of the filing.

D. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the Solicitation, shall be filed before the due date and time for responses to the Solicitation.

E. In cases other than those covered in section D of the section, the interested party shall file the protest within 10 days after 1GPA or lead agency makes the procurement file available for public inspection.

F. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the 1GPA Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of 1GPA that resulted in the interested party being unable to file the protest within the 10 days. The 1GPA representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

1. **Cooperative Purchasing** –

A. **Cooperative Purchasing** - This contract is based on the need for 1GPA to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members. Although contractors may restrict sales to certain public units (e.g. state agencies, local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any members are preferred.

B. **Cooperative Purchasing Agreements** - Cooperative Purchasing Agreements between 1GPA and its Members have been established under all procurement laws.

C. **Cooperative Purchasing Contracts** - Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

Nothing in this solicitation is intended to establish a most favored customer relationship between 1GPA and contractor. Contractor may respond to any solicitation without regard to this contract. If contractor offers lower prices to any of its other customers, it may lower its prices to 1GPA at the same time by written notice.

D. **Non-Exclusive Contract** - Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of 1GPA members. 1GPA and its membership reserve the right to obtain like goods and services from other sources.

E. **Lead Agency** - A Lead Agency is a well-established and well respected government agency who facilitates the competitive bidding process by being a part of the process from start to finish. The Lead Agency also provides Board Approval for the award of contracts resulting from each Solicitation. The Lead Agency for this RFQ is Paradise Valley Unified School District.

2. **Contract Interpretation**

A. **Application of Law** - The Arizona Procurement Code, Title 41, Chapter 23, applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) §15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.

For all other states this procurement shall be governed by, construed, and enforced in accordance with the laws of each state in which 1GPA is conducting business under this contract. It is the responsibility of the awarded vendor and member to ensure this solicitation and ensuing contract complies with the State laws in which they are conducting business regarding use of a cooperative contract.

B. **Implied Contract Terms** - Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

C. **Relationship of Parties** – Vendors receiving contracts under this solicitation are independent contractors. Neither party to this contract, nor any Member, shall be deemed to be the employee or agent of the other party to the contract.

D. **Severability** - The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract.

E. **No Parol Evidence** - This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

F. **No Waiver** - Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. **Contract Administration and Operation**

A. **Records** - Under A.R.S. §35-214 and §35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

B. **Audit** - At reasonable times during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by 1GPA or Member and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

C. **Inspection and Testing.** The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. 1GPA or its Members shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If 1GPA or Member determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by 1GPA or Member for testing and inspection.

D. **Notices** - Notices to the Contractor required by this Contract shall be made by 1GPA to the person indicated on the Proposal and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to 1GPA required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

E. **Advertising and Promotion of Contract** - Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by 1GPA. After award, contractor(s) may advertise the availability of products and services to Member. Any promotional marketing materials using the 1GPA logo must be approved by 1GPA in advance.

F. **Administration Fee** - 1GPA has an Administrative Fee of .01 (1%). The Administrative Fee shall be included in the offeror's net pricing and is the responsibility of the contractor. Vendor shall not add the administration fee to approved contract prices post award. The Administrative Fee shall be a part of the Vendor's unit prices and is not to be charged directly to the customer in the form of a separate line item.

G. **Usage Reports –** The Usage Report will be the established communication between the awarded contractor and 1GPA of all contract activity. The contractor shall provide contract Usage Reports to 1GPA on a regular schedule as established by the contractor. 1GPA will accept Monthly or Quarterly reporting arrangements which shall be made at the time of contract award.

H. **Submission of Usage Reports** – Within ten (10) days following the end of the arranged reporting schedule, the contractor shall submit their Usage Report electronically via email to: maiken@1gpa.org.

I. **Purchase Orders/Contracts -** All purchase orders and/or contracts issued to the contractor in reference to 1GPA shall be submitted at the same time as the Usage Report. All purchase orders and/or contracts should be zipped in a single file and submitted as an attachment in the same email as the usage report in which they are referenced. 1GPA is audited on an annual basis & documentation is necessary for compliance. Failure to submit purchase orders and/or contracts may result in contract cancellation.

J. **Invoicing of Administration Fee –** Upon receipt of contractor's Usage Report, 1GPA will generate an invoice which is calculated as: Administrative Fee (1%) multiplied by the Total Sales Transactions as stated in the Usage Report. Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in 1GPA exercising any recourse available under the contract or as provided for by law. All administrative fees not paid when due shall bear interest at a rate of 1 1/2% per month until paid in full.

Administrative Fees shall be paid to "1GPA" and mailed to:

1910 W. Washington Street
Phoenix, AZ 85009

4. **Costs and Payments**

A. **Ordering Procedures** - Purchase Orders are issued by 1GPA members to the Vendor according to this Contract. Members and Vendors must send Purchase Orders to 1GPA at maiken@1gpa.org.

B. **Billings** – Contractor shall invoice Member after delivery of goods and/or services. All invoices shall list the applicable Member purchase order and 1GPA contract number. Contractor will invoice Member directly.

C. **Payment** – Payment terms are Net thirty (30) from receipt of Contractor's invoice

D. **Progress Payments** - 1GPA will permit Members to make progress payments under the following conditions:

1. Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order
2. Purchase order describes the amounts or percentages and the dates or frequency of payments
3. Payments are made in full compliance with Member's local governing entity rules

E. **Tax Indemnification** - Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the Member harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

F. **IRS W-9** - In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with each Member.

G. **Availability of Funds for the Next Fiscal Year** - Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the Member for any payment that may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. It is the responsibility of the Member to make reasonable efforts to secure such funds.

5. **Contract Changes**

A. **Amendments** - The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

B. **Subcontracts** - The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

C. **Assignment and Delegation** - Contractor shall not assign any right or interest nor delegate any duty under this Contract without the prior written approval of 1GPA. 1GPA shall not unreasonably withhold approval.

D. **Novation** - If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. 1GPA reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

E. **Contract Placed on Hold** - 1GPA shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contractor to address issues in the written deficiency notice.

6. **Risk and Liability**

A. **Risk of Loss** - Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

B. **General Indemnification** - To the extent permitted by law, 1GPA and its Members shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

C. **Indemnification - Patent and Copyright** - To the extent permitted by law, Contractor shall indemnify and hold harmless 1GPA and its Members against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the 1GPA or Member of materials furnished or work performed under this Contract. 1GPA or Member shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. **Force Majeure**

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

2. Force Majeure shall <u>not</u> include the following occurrences:

   a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
   b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
   c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

7. **Warranties**

A. **Liens** - The Contractor warrants that the materials supplied under this Contract are free of liens.

B. **Quality** - Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:

1. A quality to pass without objection in the trade under the Contract description;

2. Fit for the intended purposes for which the materials or services are used;

3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;

4. Adequately contained, packaged and marked as the Contract may require; and

5. Conform to the written promises or affirmations of fact made by the Contractor.

C. **Fitness** - Contractor warrants that any material or service supplied to 1GPA or its Members shall fully conform to all requirements of the contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. **Inspection/Testing** - The warranties set forth in in this section shall not affected by inspection or testing of, or payment for the materials or services by 1GPA Members.

E. **Compliance with Applicable Laws** - The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.

F. **Survival of Rights and Obligations after Contract Expiration or Termination**

1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. §12-510, except as provided in A.R.S. §12-529, 1GPA and its Members are not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. **Contractual Remedies**

A. **Right to Assurance** - If 1GPA in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, 1GPA may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at 1GPA's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. **Nonconforming Tender** - Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, 1GPA may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

C. **Right of Offset** - 1GPA and its Members shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred or damages assessed by 1GPA or its Members concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

9. **Contract Termination**

A. **Cancellation for Conflict of Interest** - Pursuant to A.R.S. § 38-511 and A.A.C. R7-2-1087(F) 1GPA may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of 1GPA is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

B. **Personal Gifts or Benefits** - 1GPA may, by written notice, terminate the Contract, in whole or in part, if 1GPA determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with A.R.S. §15-213(O) and A.A.C. R7-2-1087(G).

C. **Gratuities** - 1GPA may, by written notice, terminate the Contract in whole or in part, if 1GPA determines that employment or a gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of 1GPA for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including making of any determination or decision about contract performance in accordance with A.A.C. R7-2-1087(H).

D. **Suspension or Debarment** - 1GPA may, by written notice to the Contractor, immediately terminate this Contract if 1GPA determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

E. **Termination for Convenience** - 1GPA reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of its Members without penalty recourse. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.

F. **Cancellation for Non-Performance or Contractor Deficiency** - 1GPA may terminate any contract if Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. 1GPA reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. 1GPA may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

1. Providing material that does not meet the specifications of the contract;
2. Providing work and/or material that was not awarded under the contract;
3. Failing to adequately perform the services set forth in the scope of work and specifications;
4. Failing to complete required work or furnish required materials/product within a reasonable amount of time;
5. Failing to make progress in performance of the contract and/or giving 1GPA reason to believe that the contractor will not or cannot perform the requirements of the contract; and or
6. Performing work or providing services under the contract prior to receiving a Member's purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to 1GPA. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

G. **Contractor Cancellation** - Contractor may cancel this contract at any time upon thirty (30) days prior written notice to 1GPA or on the yearly anniversary of the contract. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by 1GPA.

H. **Continuation of Performance through Termination** - The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

Contract claims and controversies under this Contract shall be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1155 through R7-2-1159.

Any dispute involving a 1GPA member and Vendor outside of Arizona shall be governed by the laws of the state of the 1GPA member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the 1GPA member.

11. **Federal and State Requirement**

A. **Compliance with Federal and State Requirements** - Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations.

Vendor shall comply, when working on any federally assisted projects with the following:

1. The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5)
2. Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5)
3. Copland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5)
4. Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41CFR Chapter 60)
5. McNamara-O'Hara Service Contract Act (41 U.S.C. 351),
6. Section 306 of the Clean Air Act (42 U.S.C. § 1857h,
7. Section 508 of the Clean Water Act (33 U.S.C. § 1368),
8. Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15).
9. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
10. Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"),
11. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)
12. All applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to 1GPA members.

B. **Offshore Performance** - Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

C. **Contractor's Employment Eligibility** - By entering the contract, Contractor warrants compliance with A.R.S. §41-4401, A.R.S. §23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. 1GPA or Member may request verification of compliance from any Contractor or subcontractor performing work under this Contract. 1GPA or Member reserves the right to confirm compliance in accordance with the applicable laws. Should 1GPA or Member suspect or find that the Contractor or any of its subcontractors are not in compliance, 1GPA or Member may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default and suspension, and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

D. **Davis-Bacon** – For Federally funded projects subject to the Davis-Bacon Act, the Member shall specify the applicable Davis-Bacon wage decision, prior to the contractor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision.

E. **Fingerprint and Background Checks** - In accordance with A.R.S. §15-512(H), a contractor, subcontractor or vendor, any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in governing board policy of the Member District.

F. **Terrorism Country Divestments** - Per A.R.S. §35-392, 1GPA and its Members are prohibited from purchasing from a company that is in violation of the Export Administration Act.

G. **Registered Sex Offender Restrictions** - For work to be performed at schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

H. **Affordable Care Act** - Vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to the Member as required by state or federal law.

I. **Boycott of Israel –** Arizona public entities and other states as applicable, the member may not enter into a contract with a company that is currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

J. **2CFR Section 200 (EDGAR) –** When a 1GPA Member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200. All Vendors submitting proposals must complete the 2CFR 200 Certification Form contained within this document.

K. **Minority Businesses** – 1GPA and its Lead Agency have taken all necessary affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are notified of any bidding opportunities when possible according to 2 CFR Part 200.321.

L. **Civil Rights Compliance** - In accordance with 7 CFR Part 210.23, Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

M. **Texas House Bill 1295 Certificate of Interested Parties** – For contract entered into or after January 1, 2016, Texas Government Code Chapter 2252.908 (H.B. 1295) states that a Texas governmental entity or state agency may not enter into a contract unless the business entity submits a disclosure of interested parties to the governmental entity or state. The law applies only to a contract that either (1) requires an action or vote by the governing body or (2) has a value of at least $1 million. Information from the Commission regarding the requirements, including rules and filing information, are available at the following links:

https://www.ethics.state.tx.us/tec/1295-info.htm
https://www.ethics.state.tx.us/whatsnew/faq_form1295.html
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

It is the responsibility of vendors to determine the applicability of, and comply with, all disclosure laws of House Bill 1295.

1. **TERM OF CONTRACT:** It is 1GPA's intent to award a multi-term contract. The initial term of the resultant contract shall start on date of contract award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. **CONTRACT EXTENTION:** 1GPA reserves the right to unilaterally extend the period of any resultant contract month to month beyond the stated expiration date if that is determined to be in the best interests of Members. In addition, by mutual written agreement, any resultant contract may be extended for a supplemental period up to a maximum of forty-eight (48) months in twelve (12) month increments.

3. **RENEWAL OF CONTRACT:** Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.

4. **FORM OF CONTRACT:** No contracts shall be awarded from this Request for Qualifications. However, contracts will be awarded in the subsequent Request of Proposal and this RFQ will become part of the controlling contract documents along with any awarded firm's response.

5. **OFFER ACCEPTANCE PERIOD**: In order to allow for an adequate evaluation, 1GPA requires a submittal in response to this Solicitation to be valid and irrevocable for one hundred and twenty (120) days after the opening time and date.

6. **PRE-SUBMITTAL CONFERENCE**: Prospective Offerors are invited to attend a pre-submittal conference. The date, time and location of this conference are indicated below. The purpose of this conference will be to clarify the contents of this Solicitation in order to prevent any misunderstanding of 1GPA's position. Any doubt as to the requirements of this Solicitation or any apparent omission or discrepancy should be presented to 1GPA at this conference. 1GPA will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation. Oral statements or instructions shall not constitute an amendment to this solicitation.

   Conference Date: *March 31, 2022*
   Conference Time: *10:00 AM*
   Conference Location: *1GPA Office*
   1910 West Washington Street
   Phoenix, AZ 85009

7. **SUBMITTAL OPENING:** Submittals shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Offeror shall be read at this time. All Offers and any modifications and other information received in response to the Request for Qualifications shall be shown only to authorized 1GPA personnel having a legitimate interest in the evaluation. After contract award, the submittals and evaluation documents shall be open for public inspection.

8. **TIME STAMP**: Submittals will be time stamped when received by OpenGov Procurement. Submittals will be accepted up to but no later than the time indicated in the Request for Qualifications. Submittals received after the time stated in the RFQ will not be considered and will remain unopened. Offeror assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before Submittal Due Date and Time to begin the uploading process and to finalize your submission.

9. **ELECTRONIC SUBMITTAL - REQUIRED:** An electronic submission is **required**. The electronic submission is to be uploaded online through OpenGov Procurement. Submittal instructions for OpenGov Procurement are found on the last page of this document under Exhibit A.

10. **RESPONSE FORMAT:** All responses are to be in the same form as this Request for Qualifications. Address each requirement in the same order as has been requested.

11. **ADMINISTRATION FEE:** 1GPA's .01 (1%) administration fee shall be included in offeror's net price. Contractor shall not add the administration fee to approved contract prices. 1GPA will invoice the Vendor on a monthly basis for the administrative participation fee. The invoice will be based on total sales made through the 1GPA contract with the Vendor. Invoices will be issued at the time a Purchase Order is received by 1GPA. Invoices are due and payable upon receipt.

12. **QUANTITIES:** 1GPA estimates considerable activity resulting from this award. Based on historical data from previous contracts as well as member surveys, 1GPA estimates usage of this contract to $40 Million annually. A current list of 1GPA Members may be found at:

    https://www.dropbox.com/s/9i5d6xhsmob7hcp/1%20-%20PUBLISHED%20Membership%20List.xlsx?dl=0

    1GPA makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. 1GPA makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this Solicitation.

13. **RESPONSIBILITY OF OFFERORS:** 1GPA will consider the following factors in determining if an Offeror is responsible:
    A. The proposed contractor's financial, material, personal and other resources, including subcontractors.
    B. The proposed contractor's record of performance and integrity.
    C. Whether the proposed contractor is qualified legally to contract with the public entity.
    D. Whether the proposed contractor supplied all necessary information concerning its responsibility.
    E. Complaints on file with the Registrar of Contractors.
    F. Prior litigation history.

14. **LICENSES:** Contractor shall maintain in current status all federal, state and local licenses and permits required by the operation of the business conducted by the contractor.

15. **CONTRACTOR LICENSE LAW:** Contractor shall comply with State and City Contractors License Law, be duly registered and licensed thereunder. The Contractor agrees to keep any required license or bond up to date and in compliance with the rules and regulations of the Arizona Registrar of Contractors, or the state in which the work is being done. Include a photocopy of License with submittal.

16. **INSURANCE:** Offeror agrees to maintain such insurance as will fully protect Offeror, 1GPA and its Members from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror, 1GPA and its Members for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to 1GPA Members.

    1GPA shall be named as an additional insured party in the Certificate of Insurance that includes the following:

- Successful Offeror will be required to provide proof of and maintain Comprehensive General Liability Insurance with a limit of not less than $1,000,000 per occurrence and $2,000,000 aggregate coverage.

- Successful Offeror will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

- Successful Offeror will be required to provide proof of and maintain Professional Liability Miscellaneous Errors & Omissions Insurance Policy with a limit of not less than $1,000,000 per occurrence.

- Successful Offeror will be required to provide proof of and maintain Physical Abuse, Sexual Misconduct and Sexual Molestation Liability Coverage of $1,000,000 per injury.

In addition, awarded vendor shall be willing to provide, upon request, a certificate of insurance to any Member using this contract.

17. KEY PERSONNEL: It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions.

A. The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to 1GPA or Member.

B. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify 1GPA or Member and shall, subject to the concurrence of the District, replace such personnel with personnel of substantially equal ability and qualifications.

18. OFFEROR'S EMPLOYEES: Offeror agrees that the individuals provided to 1GPA or Member on a temporary basis are Offeror's, not 1GPA's or Member's employees.

Offeror agrees that it is solely responsible for its own acts and omissions and for those of its employees and that Offeror and any employees working for Offeror are the sole responsibility of Offeror for the purposes of any and all legal requirements, including, but not limited to, obligations and liabilities in the following areas:

Workers' Compensation Insurance
Federal and State Unemployment Taxes
Federal and State Withholding and Reporting Requirements
Unemployment Compensation Insurance
Federal, State, and Local Employment Laws

Offeror agrees that it or its employees are not entitled to any benefits or protections that accrue from an employment relationship with 1GPA, including, but not limited to, health insurance, life insurance, due process rights, and/or vacation/holiday pay.

1GPA will not provide Offeror or its employees any business registrations or licenses that may be required. 1GPA will not combine business operations with Offeror.

Neither Offeror nor its employees are to be considered agents or employees of 1GPA for any purpose. It is understood and agreed that 1GPA does not require Offeror to provide services exclusively to 1GPA and that Offeror and its employees are free to contract to provide services to other companies while it is under contract with the District.

In compliance with all applicable laws, the Offeror shall, at no charge to 1GPA, conduct drug/alcohol testing, fingerprint checks, reference checks and background checks of each individual who will perform services for 1GPA to ascertain that there is no history of behavior that would make the individual unsuitable to work with children or work in a school setting. These checks must be completed before the individual provides any services to the Member. The fingerprint and background checks will be conducted in accordance with applicable laws, including current Arizona Revised Statutes § 15-512 and/or 15-534, as applicable.

At any time, and for any reason, 1GPA or the Member may request or reject any of Offeror's employees.

Offeror agrees to comply with the Member's rules, regulations, and policies, as the Member may modify from time to time.

19. FINGERPRINT & BACKGROUND CHECKS: 1GPA anticipates that services under this contract may cause the contractor and proposed subcontractors to have direct, unsupervised contact with pupils. In accordance with A.R.S. §15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall be required to obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, Article 3.1. Therefore, the Contractor and any proposed subcontractors warrant compliance with A.R.S.subsection 41-4401, A.R.S.subsection 23-214, the Federal Immigration and Nationality ACT (FINA) and all other federal, state and local immigration laws and regulations related to the immigration status of its employees. The contractor must have all employees on-site submit to a fingerprint clearance conducted by Department of Public Safety and all employees must carry fingerprint card at all times. These warranties shall remain in effect through the term of the contract.

1GPA may, at its sole discretion, require evidence of compliance during the evaluation process or contract term. Should 1GPA or Member request evidence of compliance, the Contractor and any proposed subcontractors shall have 5 working days from receipt of the request to supply adequate information. Failure to supply the requested information or if 1GPA or Member suspects or finds the Contractor or any of its subcontractors are not in compliance, 1GPA or Member may pursue any and all remedies allowed by law, including, but not limited to: non-consideration of contract award, suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs associated with verification and any remedies are the sole responsibility of the Contractor and any proposed subcontractor.

20. EMPLOYEE IDENTIFICATION: All employees **must** check in at the front office of each Member site. The employee must have an identification badge at all times in clear view, with picture ID and name of firm. In addition, the employee shirt must have the company name on it. Failure to have any of these items will result with the employee being escorted off property.

1. PURPOSE

This Request for Qualifications is the first of two steps to develop term contracts with qualified Mechanical Contractors to perform miscellaneous construction and repair services, including limited pre-construction design services (i.e. professional services), for various projects, to be determined, such as installations, repairs, upgrades of HVAC systems, maintenance and plumbing services, as related to HVAC systems to buildings and facilities utilizing Job Order Contracting (JOC) project delivery method.

This Request for Qualifications is the first of a two-step procurement process. Contracts will be awarded in accordance with the subsequent Request for Proposal. In accordance with the School District Procurement Rules R7-2-1111(C), A.R.S. §34-604(F)(2), and A.R.S. §41-2579(F)(2), 1GPA and its Lead Agency will issue a Request for Proposal to a final list of responsive and responsible contractors determined to be the most qualified to perform the specified services.

The final list, which will be determined through this Request for Qualifications, will include a maximum of twelve (12) contractors. 1GPA and its Lead Agency will award up to seven (7) Mechanical Contractors from the subsequent Request for Proposal.

1GPA and its Lead Agency intend to award contracts to cover all of Arizona. Firms may also submit responses to include other states. However, firms shall follow the laws of those states they are submitting and assure that this solicitation meets the requirements of those states. It is expected that contracts will be awarded to up to seven (7) Mechanical Contractors.

The method used for JOC Task Order pricing will be determined by the Member and JOC contractor prior to any pricing being completed. Acceptable methods of determining pricing may include Open Book Pricing or Unit Price Book.

In accordance with A.A.C. R7-2-1112 (E)(1), A.R.S. §41-2580 (F)(1), and A.R.S. §34-605(F)(1) the maximum dollar amount of an individual job order for job-order-contracting construction services shall be one million dollars or a higher or lower amount prescribed by the governing board, or purchasing agency, in a policy adopted in a public meeting held pursuant to A.R.S. Title 38, Chapter 3, Article 3.1.

2. BACKGROUND

1Government Procurement Alliance (1GPA), is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors. Eligible using 1GPA Members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

The Paradise Valley Unified School District (PVUSD) is one of the largest employers in the north valley with approximately 3,800 employees. The current student population is approximately 30,410. PVUSD consists of five high schools, seven middle schools, 28 elementary schools, one K-8 school, two alternative schools, one comprehensive online school and six administrative support sites. PVUSD covers approximately 98-square miles of northeast Phoenix and north Scottsdale in an area bounded by 7th Avenue and Pima Road, and Northern Avenue and Jomax Road. Following contract award, PVUSD will select the awarded vendor(s) that best meet the needs of the District. The items listed under this Scope of Work may or may not apply to the specific needs of PVUSD.

The RFQ and subsequent RFP will be replacing the following past solicitation:
18-16PV Job Order Contracting for Mechanical Services

Current vendors that have been awarded the above contract will need to respond to this RFQ in order to have the opportunity to continue servicing 1GPA Members.

This Job Order Contracting RFQ is in accordance with School District Procurement R7-2-1106 – R7-2-1115, A.R.S. §34-604, and A.R.S. §41-2579. In accordance with A.A.C. R7-2-1106 (A) PVUSD made a determination that use of Job Order Contracting is advantageous for the District.

3. TYPICAL WORK

3.1 Design Services:

The scope of work will vary with each Job Order. Minor design services may be required for some job orders, however if needed, most will be designed through registered Architects and Engineers under separate contracts. For job orders that require design services, the contractor shall seek the services of Arizona registered Architects and Engineers to prepare plans for permitting.

3.2 Construction Services:

Specific tasks include, but are not limited to, the installation, retrofit, service, and repair of full-spectrum HVAC equipment, components, and systems. Typical installation and repairs of HVAC components include compressors, condensers, rooftop units, air handling units, boilers, heat exchangers, computer room units, chillers, cooling towers, pumps, variable frequency drives and Energy Management Systems and other mechanical components. Additional services include complete central plant retrofits to include mechanical piping, heating systems, valves/fittings, pumps, ducting and insulation, and energy savings initiatives [utility rebates], water treatment, balancing, and design/build services. Additional associated services and miscellaneous tasks are authorized that accompany the mechanical services outlined above.

Construction services by the JOC Contractor may include, but are not limited to:

3.2.1 Provide construction and repair services for various projects, including required labor (including subcontractors costs), materials, equipment, and related services for remodeling, renovations, tenant improvements, and additions; including site work, installation of water, sewer, or other utility extensions.
3.2.2 Assist with scoping and constructability issues.
3.2.3 Provide project scheduling.
3.2.4 Provide detailed cost estimating and knowledge of marketplace conditions.
3.2.5 Provide value engineering as required.
3.2.6 Provide long-lead procurement studies and possibly initiate procurement of long-lead items.
3.2.7 Coordinate with various Member departments and other agencies including utility companies, etc.
3.2.8 Schedule and manage site operations.
3.2.9 Bid, award, and manage all subcontracts while meeting the Member's project requirements and standards.
3.2.10 Provide quality controls.
3.2.11 Address all federal, state, city, and county permitting requirements and assist in the permitting processes.
3.2.12 Maintain a safe and clean work site for all project participants, Member's staff, and public.

3.2.13 Coordinate removal of Hazardous Materials with the Member.

3.2.14 For any project that exceeds $100,000, the contractor must submit a 100% performance and payment bond and power of attorney.

4. PRICING METHODOLOGY

During the RFQ process, contractors shall not submit or communicate any information on fees, coefficients, price, man-hours, or any other cost information. Accordingly, any sealed formal qualifications that contain any information of this type may, at the sole discretion of the evaluation committee, will be deemed non-responsive and will not be considered. This exclusion of information applies to the contractor's formal sealed qualifications and to all other aspects of the RFQ competition.

Contract pricing under the Request for Proposal following this solicitation will be based upon a coefficient applied to a Unit Price Book, Open Book Pricing, and/or labor, and/or Trade Service price guide for products.

The 1GPA Member shall select the pricing method for a job order prior to requesting a price quote.

1. EVALUATION OVERVIEW

1.1 RFQ Process

1GPA intends to award contracts up to seven (7) Mechanical Contractors to cover all geographic locations in Arizona and possibly other states.

This Request for Qualifications is the first of a two-step procurement process. Contracts will be awarded in accordance with the subsequent Request for Proposal. In accordance with the School District Procurement Rules R7-2-111(C), A.R.S. §34-604(F)(2), and A.R.S. §41-2579(F)(2), 1GPA and its Lead Agency will issue a Request for Proposal to a final list of responsive and responsible contractors determined to be the most qualified to perform the specified services.

The final list, which will be determined through this Request for Qualifications, will include a maximum of twelve (12) contractors. 1GPA and its Lead Agency will award up to seven (7) Mechanical Contractors from the subsequent Request for Proposal.

The evaluation committee shall evaluate all submittals in accordance with defined criteria set forth in this Section paragraph 4, and the information provided in Section IV.

The selection committee shall not request or consider fees, price, man-hours, or any other cost information at any point in the selection process for this phase of the procurement.

1.2 Interviews

Interviews will not be held.

1.3 Final List

In determining the construction firms to be on the final list, the selection committee shall use and consider only the criteria and weighting of criteria in the Request for Qualifications provided in this section, paragraph 4. No other factors or criteria may be used in the evaluation, determinations and other actions.

After the evaluation process, the selection committee will create a single final list with up to seven (7) firms and not more than twelve (12) firms in accordance with A.A.C. R7-2-1108(B)(7)(b), A.R.S. §41-2579(C)(2)(b)(ii), and 34-604(C)(2)(b)(ii).

1GPA will notify the highest ranking firms as to the status on the final list before issuance of the subsequent RFP. Additionally, 1GPA will notify those firms that did not make the final list.

2. EVALUATION COMMITTEE

The evaluation committee for this procurement shall consist of no more than seven members as follows:

- District Administrators and Representatives
- 1GPA Administrators
- Licensed General Contractor - Senior Management
- Registered Architect/Engineer

The committee will remain the same throughout the RFQ and RFP process.

3. PROPOSED SCHEDULE

• Request for Qualifications Step 1 – Issued	March 15, 2022
• Pre-Submittal Conference	March 31, 2022
• Last Day for Questions	April 11, 2022
• Due Date of RFQ Submittals	April 20, 2022
• Evaluation Period (Tentative)	April 20 – May 23, 2022
• Request for Proposals Step 2 – Issued (Tentative)	May 24, 2022
• Due Date of RFP Submittals (Tentative)	June 28, 2022
• Award of Contract (Tentative)	August 2022

4. EVALUATION CRITERIA – 100 Total Points Available

Evaluation of the Request for Qualifications shall be based upon the following criteria listed in order of greatest importance:

4.1 Qualifications and Experience of Firm - (30 points)

Overall experience and expertise of the submitting firm shall be considered; The ability of the firm to demonstrate a level of competence in establishing relationships with clients in performing a variety of mechanical related projects on a repeated basis.

4.2 Qualifications and Experience of Personnel - (25 points)

Overall qualifications and experience represented by the personnel described by the offeror.

4.3 Subcontractor Management Plan - (20 points)

The detail and thoroughness of the plan including Subcontractor Selection Plan.

4.4 Financial Capacity - (20 points)

Financial condition of the offeror shall be reviewed to ensure long term viability.

4.5 Responsiveness - (5 points)

Overall responsiveness of the proposal in clearly stating and understanding the scope of work and providing the required information at time of RFQ submittal. The ability of the firm to accept the terms and conditions of this solicitation that will become the governing document of this contract will be considered. **All forms have been completed, signed, and submitted in the response.**

1. GENERAL

1.1 All interested and qualified Offerors are invited to submit a Statement of Qualification (SOQ) for consideration. Submission of a SOQ indicates that the offeror has read and understands this entire Request for Qualifications (RFQ), to include all appendices, attachments, exhibits, schedules, and addendum (as applicable) and agrees that all requirements of this RFQ have be satisfied.

1.2 SOQ must be submitted in the format described in Sections III and IV.

1.3 The SOQ must be complete in all respects as required in this Section. A proposal may not be considered if it is conditional or incomplete.

1.4 All SOQ and materials submitted become the property of the Lead District and 1GPA.

2. SUBMITTAL PRESENTATION – ELECTRONIC SUBMITTAL REQUIRED

2.1 An electronic submission is required. The electronic submission is to be uploaded online through OpenGov Procurement. Submittal instructions for OpenGov Procurement are found on the last page of this document under Exhibit A.

2.2 Submittals will be time stamped when received by OpenGov Procurement. Submittals will be accepted up to but no later than the time indicated in the Request for Qualification (RFQ). Submittals received after the time stated in the RFQ will not be considered and will remain unopened. Offeror assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before Submittal Due Date and Time to begin the uploading process and to finalize your submission.

2.3 1GPA and the Lead District shall not assume responsibility for any costs related to the preparation or submission of the proposal.

This Request for Qualifications is the first of two steps to develop term contracts with qualified Mechanical Contractors. Firms interested in providing JOC services shall submit a Statement of Qualifications (SOQ) that addresses the following items:

1. BASIC COMPANY INFORMATION (Tab 1)

1.1 Company name
1.2 Address
1.3 Telephone number
1.4 Fax number
1.5 Email address
1.6 Number of years in business (under the submitted name) and number of years operating in Arizona
1.7 Licenses(s) held by the firm
1.8 If the firm has more than one office, provide specific information about the parent company and administering branch office.
1.9 Certify that your organization and any principal of the organization is not prohibited, suspended or otherwise declared ineligible to contract or provide any services required hereunder by any federal, state or local public agency.

2. PAST PERFORMANCE (Tab 2)

2.1 Identify the number of JOC projects completed over the past three (3) years and provide the following information:

2.1.1 How many projects were between $1.00 and $100,000
2.1.2 How many projects were between $100,001 and $250,000
2.1.3 How many projects were between $250,001 and $500,000
2.1.4 How many projects were between $500,001 and $1,000,000
2.1.5 How many projects were over $1,000,000
2.1.6 Indicate how many of these projects were completed and quoted using a Unit Price Book
2.1.7 Indicate how many of these projects were completed and quoted using Open Book Pricing
2.1.8 Provide what regions of the State these projects were completed as follows:

- Region 1 – Maricopa County, Pinal, Gila Counties
- Region 2 – Pima, Santa Cruz Counties
- Region 3 – Coconino, Yavapai Counties
- Region 4 – La Paz, Yuma Counties
- Region 5 – Graham, Greenlee, Cochise Counties
- Region 6 – Mohave County
- Region 7 – Navajo, Apache Counties

3. PERSONNEL (Tab 3)

3.1 Provide information about the firm's personnel resources:

3.1.1 Provide the average size of work force and location(s) of personnel.
3.1.2 Provide the number of positions and classifications.
3.1.3 Include information about support staff (office workers, etc.).
3.1.3 Provide the average percentage of staff turnover.

3.2 Describe your plan for personnel recruitment.
3.3 Provide an organizational chart for your firm.

4. SUBCONTRACTOR MANAGEMENT PLAN (Tab 4)

Describe the firm's subcontractor management plan to include the following:

4.1 Subcontractor Selection Plan using both qualifications and cost as a selection approach (1GPA requires that at least three sub-contractors shall be solicited for all work). Provide detailed information on the Firm's procedures.
4.2 Subcontractor recruitment.
4.3 Controversies and claims related to work performed by subcontractors.

5. RESPONSIVENESS (Tab 5)

Other forms (as referenced below) required under this solicitation are located on the OpenGov Procurement portal. Follow the prompts to download the forms and upload the completed forms as part of your firm's submittal. Required forms must be signed by an authorized person to bind a contract. All Offerors must complete and submit these forms or the proposal may be considered non-compliant.

5.1 Proposal Acceptance Form
5.2 2CFR Section 200 Certification
5.3 Debarment Certification
5.4 Financial Disclosure Questionnaire
5.5 MWBE and HUB Form
5.6 Non-Collusion Affidavit
5.7 W9 IRS Form
5.8 Amendment Acknowledgement Forms (if applicable)

6. MISCELLANEOUS (Tab 6)

Provide any additional information that would add value to the program offered that has not been identified above.

EXHIBIT A

OPENGOV PROCUREMENT SUBMISSION INSTRUCTIONS

Please contact OpenGov Procurement at https://help.procurenow.com/en/ for technical questions related to your submission.

Please follow these instructions to submit via the OpenGov Procurement public portal.

1. **Create an OpenGov Procurement Account:**
   - Register to access solicitation documents and upload responses at

     https://secure.procurenow.com/portal/1GPA by selecting Subscribe to create an account. Detailed instructions may be found at http://help.procurenow.com/en/articles/2482165-vendor-registration

   - Follow updates to existing solicitations and receive email notices of amendments/addenda posted by finding the solicitation and clicking the "Follow" button. Ultimately, it is the sole responsibility of each offeror to periodically check the site for any amendments/addenda issued at **https://secure.procurenow.com/portal/1GPA**.

2. **Prepare your submission materials:**

Requested Information/Document	*File Type/Format*
STATEMENT OF QUALIFICATIONS	PDF (.pdf)
REQUIRED FORMS	PDF (.pdf)

   - Note the type and number of files allowed.
   - **Do not embed** any documents within your uploaded files, as they will not be accessible or evaluated.

3. **Upload your submission at: https://secure.procurenow.com/portal/1GPA**
   - Your submission must be uploaded, submitted, and finalized prior to the Due Date and Time of:

     APRIL 20, 2022 AT 11:00 A.M. MST – ARIZONA TIME

   - We strongly recommend that you give yourself sufficient time and at least **ONE (1) day** before Proposal Due Date and Time to begin the uploading process and to finalize your submission.

Important Notes:

- Each item of Requested Information/Document will only be visible after the Closing Time.
- Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.
- You will receive an email confirmation with a date/time stamp once you finalize your submission.
- Minimum system requirements: OpenGov Procurement is compatible with major browsers such as Chrome, Firefox, Microsoft Internet Explorer, Edge, and Safari. It can be accessed on all Android and IOS devices.

EXHIBIT B
TO
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2025215

[Proposal and Fee Schedule]

See following pages.

Sunstate Mechanical Services L.L.C.
a Marsden Services Company

September 11, 2024

Mr. Jeff Martin
City of Buckeye
23454 West MC 85
Buckeye, AZ 85326

RE: Third Floor HVAC Replacement

Dear Mr. Martin

PROPOSAL NUMBER
B16300
1GPA 22-14PV-06

Contractor Agreement ("Agreement")

This Agreement ("Agreement") is entered into on the date referenced above by and between Sunstate Mechanical Services, L.L.C. ("Contractor") and the customer identified above ("Customer"). Contractor shall provide the labor and materials described below ("Scope of Work") at the Customer's Project Location, also described below ("Project Location"). This Agreement excludes any labor and materials not specifically referenced in the Scope of Work unless subject to a signed change order, as provided herein.

I. **PROJECT LOCATION**
City Hall
530 East Monroe Avenue
Buckeye, AZ 85326

II. **SCOPE OF WORK; PRICE**

Third Floor Split System Replacement

- Provide recovery and disposal of existing refrigerant per EPA regulations
- Provide removal and disposal of (22) existing air handler
- Provide removal and disposal of (22) existing condenser per EPA regulations
- Furnish and install (1) Carrier 6 Ton Air Handler M# 40RFQA07A2A6 (OU-303)
- Furnish and install (4) Carrier 5 Ton Air Handler M#
- Furnish and install (1) Carrier 4 Ton Air Handler M#
- Furnish and install (5) Carrier 3 Ton Air Handler M#
- Furnish and install (8) Carrier 2 Ton Air Handler M#
  Furnish and install (3) Carrier 1.5 Ton Air Handler M#
- Furnish and install (1) Carrier 6 Ton Condenser M#
- Furnish and install (4) Carrier 5 Ton Condenser M#
- Furnish and install (1) Carrier 4 Ton Condenser M#
- Furnish and install (5) Carrier 3 Ton Condenser M#
- Furnish and install (8) Carrier 2 Ton condenser M#
  Furnish and install (3) Carrier 1.5 Ton condenser M#
- Furnish and install (1) 3 pole breaker and 3 phase power (AH-303)
- Furnish and install (22) drier
- Furnish and install (22) electrical disconnect
- Furnish and install (82) fuses
- Furnish and install (22) electrical whip
- Furnish and install (22) low voltage control wire from roof to condenser
- Furnish and install (22) roof top unit number data tags
- Climatec to provide disconnect of (1) existing controller on existing unit and install on new unit.
  - Existing front end is currently onsite and will be utilized for this project.
  - Assumes that all existing controls are in working condition and do not need to be replaced.
  - Excludes repair, replacement, or troubleshooting, of existing DDC controls
  - All existing DDC controls are assumed to be present and fully functional

- Provide removal and reinstall of ceiling tiles, cross braces, main grid, desks and cubicles in designated work areas
- Provide reconnect back to existing ductwork
- Provide reconnect back to existing control wiring
- Provide reconnect back to existing refrigerant piping
- Provide reconnect back to existing condensate drain piping
- Provide brazing materials
- Provide nitrogen pressure test of the refrigerant system
- Provide evacuation of the refrigerant system
- Furnish and install new R454B refrigerant per the manufacturers recommendation
- Provide start-up and test for proper operation
- Provide crane / rigging as needed to set condenser into place
- Provide pick up, delivery and clean up
- Provide crane / rigging to set unit in place
- Provide start-up and test for proper operation
- Provide pick up, delivery and clean up

Third Floor Split System Replacement : $ 396,155.03 initial to accept: _____

Notes / Exclusions:

- Above price is based on normal business hours.
- Above price is based off build plans any unforeseen obstacles will result in a change order.
- Excludes repair, replacement, or troubleshooting, of existing DDC controls
- Excludes roofing

This proposal remains valid for **Thirty** | **30** days from proposal date. Customer agrees that the compensation set forth in this proposal is subject to escalation by reason of increase in the State or Federal Minimum Wage law and/or any consumables / equipment pricing increase.

III. PAYMENT TERMS; TAXES

Customer agrees to pay Contractor the full price stated in Section II for the Scope of Work.

A **100%** a purchase order is due upon acceptance and payment is due when the work is substantially complete.

"Substantial completion" shall be the date of Contractor's last item of work at the Customer location. Interest shall accrue on all delinquent unpaid invoices at a rate of 1.5% per month. In the event Contractor commences legal action in order to recover any amount payable under this Agreement. Customer shall pay all legal costs and attorneys' fees incurred by Contractor. Customer is solely responsible for all taxes applicable to the services and/or materials provided hereunder.

IV. EXCLUSIONS

The above price does not include the following (if applicable) _____ Permitting fees, payment bond, performance bonds, architect fees, engineering fees, plans, expedited shipping costs, special inspections, asbestos testing, mold testing, abatement, electrical, plumbing, gas piping, condensate piping of drains, conduit, structural openings and reinforcement, framing, dry wall, painting, roofing, general sheet metal, architectural louvers, EMS controls, interlocks, smoke detectors, fire / smoke dampers, P.E. stamp, mechanical screen wall, core drilling, concrete cutting, excavation, back fill & concrete. All exclusions apply unless specifically included in the above scope of work above. Exclude all warranty, service, parts and labor on all existing equipment, controls, duct and air devices.

V. CHANGE ORDERS

Any change or modification to this Agreement or the Scope of Work must be in a separate change order or writing and signed by all parties. Customer shall be required to pay 50% of the change order price before Contractor will begin work on any change order.

VI. CUSTOMER OBLIGATIONS

Customer agrees to provide Contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Contractor's normal work hours. Customer is responsible for overtime rates for emergency, holiday, or after-hours service. Customer shall make available upon request all pertinent Safety Data Sheets pursuant to OSHA's Hazard Communication Standard Regulations.

VII. WARRANTY

Customer shall receive any manufacturer's warranty on equipment or materials installed by Contractor, subject to the terms, conditions, and limitations of the manufacturer's warranty. Contractor shall provide a **One** | **1** | **Year**

warranty of labor provided by Contractor limited to the repair or replacement of the defective materials or workmanship actually furnished and installed by Contractor part of this Agreement. Customer understands and acknowledges that Contractor does not warrant or guarantee pre-existing materials or workmanship provided by others. Contractor shall not be responsible for latent defects in equipment or other materials, except to help facilitate Customer's warranty claim with the manufacturer. Contractor shall not be responsible for re-work required as a result of acts, errors, or omissions of others.

VIII. PROPRIETARY RIGHTS

Contractor may elect to install, attach to Customer equipment, or provide portable devices (hardware and/software) that shall remain the personal property of Contractor. No devices installed, attached to real property or portable devices shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

IX. HAZARDOUS MATERIALS

Customer represents and warrants that no hazardous materials, including those containing asbestos, are present in its service location which will affect the ability of Contractor to perform the Scope of Work in a safe manner. In the event Contractor encounters any hazardous substances, Contractor reserves the right to immediately suspend work and remove its employees from the project until such hazardous substances are abated in full compliance with applicable laws and regulations, and furnished Contractor with certification in writing specifying the corrective action and abatement. The time for completion of the work shall be extended to the extent caused by the suspension. Contractor reserves the right to apply additional labor and materials charges as a result of the delay or the hazardous substances. Nothing in this Agreement shall be construed to require Contractor to determine the presence or absence of any hazardous materials.

X. INSURANCE

Contractor will maintain insurance policies covering general liability and workers' compensation required by law. Contractor shall provide current proof of insurance to Customer upon request. Customer shall purchase and maintain general liability and property insurance.

XI. TERMINATION

10.1 The parties may mutually agree to terminate this Agreement at any time.
10.2 Contractor may terminate this Agreement immediately or suspend services if Customer fails to pay any amount when due hereunder or otherwise breaches this Agreement.
10.3 Either party may terminate this Agreement upon five (5) days written notice if the other party materially breaches any provision of this Agreement and either the breach cannot be cured, or the breaching party fails to cure the breach within five (5) days of receipt of written notice of the other party.
10.4 Customer acknowledges it would be difficult to determine Contractor's precise damages in the event Customer terminates or breaches this Agreement by failing to make all required payments or otherwise. Therefore, in the event Customer terminates this Agreement before Contractor completes the Scope of Work, or Customer otherwise breaches the Agreement, Customer agrees to pay Contractor: (1) in full on a time and materials basis for all services Contractor, its subcontractors, and material suppliers have provided; and (2) lost profit equal to 35% of the total Agreement price, change orders, and additional services Contractor, its subcontractors, and materials suppliers have provided to Customer as of the date of such termination or breach, which fee represents the industry standard for reasonable profit and overhead. Customer agrees that the damages described in this Agreement are a reasonable estimate of the damages that would be incurred by Contractor by Customer's breach of the Agreement.

XII. INDEMNIFICATION

11.1 Customer shall indemnify, hold harmless and upon request, defend Contractor, its officers, directors, employees, and affiliates, from and against all claims, damages, losses and expenses (including, but not limited to, attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an act, error or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts, errors or omissions Customer may be liable, regardless of whether it is caused in part by negligence of Contractor.
11.2 Contractor shall defend, indemnify, and hold harmless Customer, its officers, agents, and employees from and against any and all claims, actions, suits, liens, claims of liens, demands, proceedings, costs, damages and liabilities, including attorney's fees, arising out of, or resulting solely from the acts of omissions of Contractor or its agents, employees, or subcontractors in the execution of performance of this Agreement.

XIII. LIMITATION OF LIABILITY

In no event shall Contractor's liability hereunder exceed the amounts invoiced over the previous twelve (12) month period and actually paid to Contractor under this Agreement, such amounts to be inclusive of any defense costs. Contractor shall not be liable in any event to the Customer for indirect or consequential, incidental, exemplary, punitive or special damages, including, without limitation, business interruption, lost business, or lost profits damages, even if Customer has been advised of the possibility of such damages in advance.

XIV. WASTE DISPOSAL

Contractor will remove and properly dispose of waste oil, refrigerant, and any other material generated in connection with the performance of Contractor's services under this Agreement. The fee for the disposal will be based on rates at time of services performed.

XV. ENTIRE AGREEMENT' NO MODIFICATION OR ASSIGNMENT

This Agreement, together with the Exhibits, constitutes the entire agreement between the parties with respect to preventative maintenance work, and supersedes all prior and contemporaneous underlings, agreements, representations, and warranties, both written and oral, with respect to the subject matter hereof. Customer has not relied on any statement, representation, warranty, or agreement not contained in this Agreement. Any changes or modifications to this Agreement must be in a change order signed by Contractor to be enforceable. Neither party may assign this Agreement without the prior written consent of the other party, except that Contractor may subcontract some or all of its obligations without prior notice to Customer.

XVI. FORCE MAJEURE

Contractor shall not be liable for delays, losses, or damages caused by inclement weather, fire, freezing, flood, theft or sabotage, electrical power failure, low water pressure, acts of God, war, governmental bodies, civil disturbances, strikes or other labor shortages, delays in procuring materials, or any other cause beyond Contractor's reasonable control; it being understood that Contractor shall use reasonable efforts consistent with accepted practices in the construction industry to resume performance as soon as practicable under the circumstances.

XVII. GOVERNING LAW; VENUE

This Agreement, and all matters rising out of or relating to this Agreement, shall be governed by the laws of the State of Arizona, without giving effect to its conflict of laws provisions.

XVIII. DISPUTE RESOLUTION; TIME LIMITATIONS

Customer should promptly notify Contractor of any warranty claims or in the event Customer is otherwise dissatisfied with the quality of the work or performance. Contractor will make all reasonable efforts to satisfy Customer and remedy any defective work within the applicable warranty period; however, such complaints shall not relieve Customer's payment obligations under this Agreement. In the event the parties are unable to resolve any disputes, Customer must commence arbitration as provided herein within one (1) year from the date of the work that is the subject of the claim. Any claims more than one (1) year after the work shall be considered untimely.

XIX. BINDING ARBITRATION

Any dispute, claim, or controversy arising out or relating to this Agreement or the breach, termination, enforcement, or interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitration, shall be determined in binding arbitration in State of Arizona, Maricopa County, before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its Engineering and Construction Arbitration Rules & Procedures then in effect. Judgment on the award may be entered by any court having jurisdiction. The parties shall split equally the costs of arbitration, and each party shall bear its own attorneys' fees and costs unless expressly provided otherwise herein. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO A JURY TRIAL OR TO FILE THEIR CASE IN COURT. This arbitration agreement shall not preclude Contractor from filing or seeking to enforce any mechanic's liens rights against Customer's property in any court having jurisdiction.

XIXI. ACCEPTANCE

City of Buckeye 23454 W MC 85 Buckeye, AZ 85236	Sunstate Mechanical Services 7845 East Redfield Road Suite 100 Scottsdale, Arizona 85260
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

We appreciate having the opportunity to offer you this proposal and look forward to being of further service.
If you have any questions, or require any more specific details please do not hesitate to call us.

Sincerely,

Andy Gonzales

Andy Gonzales
Sunstate Mechanical Services

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/05/24	**AGENDA ITEM:** 4.H. ENG - CIP No. 103260 Recreation Center Office Reconfiguration - Willmeng - JOC
DATE PREPARED: 10/31/24	**DISTRICT NO.:** 2
STAFF LIAISON: Steve Riley, Project Manager, sriley@buckeyeaz.gov, (623) 687-8442	
DEPARTMENT: Engineering	**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. 1 to Job Order Contract (JOC) No. 2025085 between the City of Buckeye, an Arizona municipal corporation, and Willmeng Construction, Inc., an Arizona corporation, related to the construction of the Recreation Center Office Reconfiguration CIP No. 10326; and authorizing the City Manager to execute and deliver said Delivery Order on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:
This project entails the reconfiguration of the near 725 square foot front desk and office area within the Dr. Saide Recreation Facility. The primary objective is to optimize staff workspace to enhance operational efficiency in a high-traffic environment, while also addressing considerations for employee security and safety. The proposed redesign will strategically arrange workstations to facilitate effective communication and workflow, ensuring that personnel can perform their duties with minimal disruption. Furthermore, the design will integrate security measures that safeguard staff and visitors, fostering a professional and secure atmosphere. Overall, this project aims to create a more productive and secure work environment, ultimately enhancing service delivery and client satisfaction while maintaining compliance with applicable safety standards.

BENEFITS:
The reconfiguration of the Dr. Saide Recreation Center will create a more efficient and secure workspace for employees, while providing a welcoming and accessible environment for citizens to engage in community activities.

FUTURE ACTION:
Full construction completion for Community Services staff/personnel with a ready to move-in environment.

FINANCIAL IMPACT STATEMENT:
The JOC, including contingency as necessary, is not to exceed $483,170.55.

CURRENT FISCAL YEAR TOTAL COST:
The current fiscal year total for the management and construction of this project will not exceed $483,170.55.

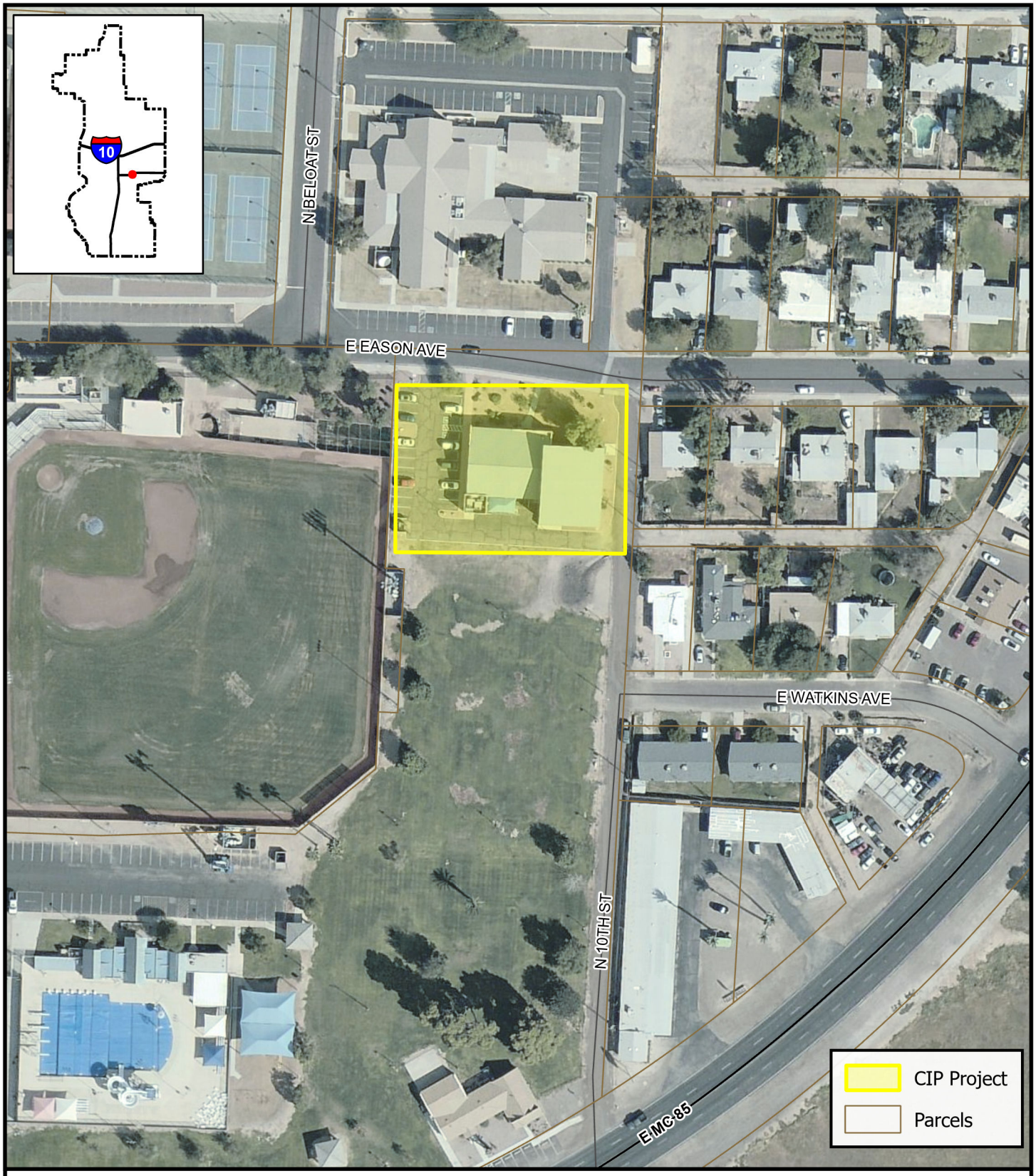
BUDGETED:
Yes

FISCAL YEAR:

FY25

FUND/DEPARTMENT:
50214150-543177

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
CIP103260_8x10.pdf
4H DO 1 with Willmeng.pdf



CIP 103260 Recreation Center Office Reconfiguration

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.

0 75 150 300 Feet

N

Date: 10/

JOB ORDER CONTRACT DELIVERY ORDER
BETWEEN
THE CITY OF BUCKEYE
AND
WILLMENG CONSTRUCTION, INC.

JOB ORDER CONTRACT NO. 2025085
DELIVERY ORDER #1
DR. SAIDE RECREATIONAL CENTER RECONFIGURATION

THIS DELIVERY ORDER #1 (this "Delivery Order") is entered into as of _____, between the CITY OF BUCKEYE, an Arizona municipal corporation (the "City"), and Willmeng Construction, Inc., an Arizona corporation (the "Contractor"). This Delivery Order is subject to and governed by the terms and conditions of Job Order Contract No. 2025085 between the City and Contractor, dated September 3, 2024 (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 Dr. Saide Recreational Center Reconfiguration project, as more fully set forth in the Plans and Specifications, which are 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 on or before **February 28, 2025.** 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 Eighty-Three Thousand One Hundred Seventy Dollars and Fifty-Five Cents ($483,170.55)**, summarized as follows:

Description	Amount
Contractor's Proposal, which excludes weekends and off hours work (pp. 5-7).	**$413,324.60**
Alternates ##1, 2, 3, and 4, with Alternates ## 5 and 6 deducted (p. 8).	**$49,845.95**
Allowance for Weekends and/or Off Hours Work, to be determined by the City of Buckeye in its sole and absolute discretion.	**$20,000.00**
Not-to-Exceed Total	**$483,170.55**

ARTICLE 4
INSURANCE & BONDS

In accordance with Article 19 of the Contract, the Contractor agrees to issue the required insurance ACORD form(s). Payment and Performance Bonds are required for this project, and are attached hereto as **Exhibit C** and incorporated as if fully set forth herein.

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 – Plans and Specifications

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:

WILLMENG CONSTRUCTION, INC.,
an Arizona corporation

Cody Phelan

Cody Phelan, Chief Operating Officer

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

EXHIBIT A
TO
DELIVERY ORDER #1

PROPOSAL

willmeng
AZ ROC B-01 082904

FINAL - COST SUMMARY

Project: *Buckeye Dr. Saide Recreational Center*
Location: 1003 E Eason Ave, Buckeye , AZ
Architect: Arrington Watkins Architects
Est. Date: 28-Aug-24

Gross Area: 752 sf

Drawing Package:
Delta 1 Set - "240801_1st City Comments" & changes per City of Buckeye request.

Division	C.S.I	Description	Bid	Div. Subtotal	$/SF of Gross Area:	Notes
01 30	**Design & Engineering**		**Division - Total:**	**1,500.00**	**1.99**	
	01 31 00 00	Design & Engineering	By Owner			Architectural, Interior, Civil, SWPP, Landscape, Structural, Mechanical, Plumbing & Electrical Design/Engineering
	01 45 23 00	Site Plan Review Fees, Special Inspection, Alta Survey, Soils Rpt. & Phase I Environmental	By Owner			By Owner
	01 30 12 00	Reimbursables, Plans/Specs.	1,500.00		1.99	Plan reproductions..
01 40	**Permits/Develop. Fees/Utility Cor**		**Division - Total:**	**N/A**		
	01 41 26 10	Plan Review & Permit Fees	By Owner			By Owner
	01 18 13 02	Electric, Phone, Internet, Gas Company: Charges, Costs & Fees	By Owner			By Owner
01 70	**Construction Cleanup**		**Division - Total:**	**6,300.00**	**8.38**	
	01 74 23 00	Construction Rough And Final Clean	6,300.00		8.38	Cleaning includes sweeping, mopping, surface counter cleaning.
02 00	**Existing Conditions**		**Division - Total:**	**8,650.00**	**11.50**	
	02 41 16 00	Demolition	8,650.00		11.50	Demolition and removal of vinyl flooring, ACT ceiling, interior walls, soffit, doors and frames per plans. Includes demo of wall mounted mirrors at Pre-School room. **Excludes any FF&E removal. Assume all areas of demo will be free and clear of any FF&E.**
06 00	**Woods, Plastics & Composites**		**Division - Total:**	**26,183.00**	**34.82**	
	06 40 00 00	Architectural Millwork	26,183.00		34.82	Solid surface countertop and transaction top at Reception Area and Teen Lounge. Uppers at Reception Area and Office Area 116. All other tables & file cabinets are FF&E.
07 00	**Thermal & Moisture Protection**		**Division - Total:**	**3,199.49**	**4.25**	
	07 21 00 00	Insulation	2,319.26		3.08	Insulation at new walls and above ACT per plans.
	07 92 00 00	Joint Sealants & Caulking	880.23		1.17	Misc. Caulking.
08 00	**Openings**		**Division - Total:**	**22,512.10**	**29.94**	
	08 11 00 00	Metal Doors & Frames	19,564.00		26.02	(4) New wood doors & HM frames, (2) sliding barn doors & hardware and (2) HM window frames. **All doors to be wood, white oak clear finish - Final Door & Hardware spec TBD.** Owner provided electric strike at Door 114A. **All access control by Owner.**
	08 80 00 00	Interior Glazing	2,948.10		3.92	1/4" Clear tempered glazing at (2) windows. Lites at doors per plans. Includes one-way glazing at Window W115A, Door 115A and Door 120A.

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AZ ROC B-01 082904

FINAL - COST SUMMARY

Project: *Buckeye Dr. Saide Recreational Center*
Location: 1003 E Eason Ave, Buckeye , AZ
Architect: Arrington Watkins Architects
Est. Date: 28-Aug-24

Gross Area: 752 sf

Drawing Package:
Delta 1 Set - "240801_1st City Comments" & changes per City of Buckeye request.

Division	C.S.I	Description	Bid	Div. Subtotal	$/SF of Gross Area:	Notes
09 00 Finishes			**Division - Total:**	**50,803.32**	**67.56**	
	09 22 16 00	Framing & Drywall	30,970.00		41.18	New walls per plan. Includes patch and skim east wall of Pre-School room due to mirror demo and patch at door demo. Includes setting HM window & door frames.
	09 50 00 00	Acoustical Ceiling	4,771.97		6.35	Armstrong 2712 Dune 2nd look 2'x4' white tegular edge ceiling tile with Prelude XL 15/16" heavy-duty ceiling grid at areas per plan.
	09 65 13 00	Resilient Base	554.00		0.74	Add 4" rubber base per plans.
	09 65 19 00	LVT	7,110.35		9.46	Install new LVT flooring throughout area of work to be **J+J Flooring - Tatami V5003 - Nara 1017 - 18" x 36" 5mm 20 Mil** in lieu of Mohawk - Bavarian Cream 732. See Add Alts for LVT at Pre-School and Lobby/Teen Lounge.
	09 91 23 00	Interior Painting	7,397.00		9.84	Paint interior walls white and (1) accent color on west wall of reception area. Includes paint of HM window and door frames. **See Add Alt to paint Gym walls.**
10 00 Specialties			**Division - Total:**	**N/A**		
	10 44 00 00	Fire Extinguishers	Existing			Existing to remain.
12 00 Furnishings			**Division - Total:**	**N/A**		
	12 20 00 00	Window Treatments	Excluded			Excludes any mini-blinds. None shown on plans.
	12 59 00 00	Systems Furniture & FF&E	Excluded			FF&E by Owner. All worksurfaces at Office Area 116 to be FF&E.
21 00 Fire Suppression			**Division - Total:**	**5,419.00**	**7.21**	
	21 10 00 00	Fire Protection System	5,419.00		7.21	Fire sprinklers as per plans.
22 00 Plumbing			**Division - Total:**	**N/A**		
23 00 HVAC			**Division - Total:**	**32,706.45**	**43.49**	
	23 05 00 00	HVAC System	26,506.45		35.25	Split system per plans and ductwork as per plans. Includes condensing unit located at south parking lot with concrete pad and (2) bollards (not shown on plans). Includes test and balance of new AC unit.
	23 09 33 00	HVAC Controls	6,200.00		8.24	Update EMS by Climatec.
26 00 Electrical			**Division - Total:**	**50,564.43**	**67.24**	
	26 05 00 00	Electrical Panels, Feeders, Distribution & Fixtures	50,564.43		67.24	Light fixatures to be provided by Owner and installed by GC - (3) 2'x4' light fixtures, (3) 2'x2' light fixtures, and (2) 2'x2' light fixtures with emergency battery. **(4) Pendant light fixtures at Reception to be 35" OPR-Rhapsody - final layout and spec TBD.** Existing TV to be removed and salvaged for re-use. **See Add Alt to replace (11) existing linear light fixtures at Lobby and Teen Lounge.**
27 00 Teleco and Data			**Division - Total:**	**N/A**		
	27 20 00 00	Data & Voice Communications	Excluded			
	27 40 00 00	Audio-Video Systems	Excluded			

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AZ ROC B-01 082904

FINAL - COST SUMMARY

Project: *Buckeye Dr. Saide Recreational Center*
Location: 1003 E Eason Ave, Buckeye , AZ
Architect: Arrington Watkins Architects
Est. Date: 28-Aug-24

Gross Area: 752 sf

Drawing Package:
Delta 1 Set - "240801_1st City Comments" & changes per City of Buckeye request.

Division	C.S.I	Description	Bid	Div. Subtotal	$/SF of Gross Area:	Notes
28 00	**Security & Fire Detection**		**Division - Total:**	**10,424.28**	**13.86**	
	28 13 00 00	Security System, Access Control & CCTV Systems	Excluded			
	28 31 00 00	Fire Life Safety Systems	10,424.28		13.86	Demo fire alarm panel and provide new at fire raiser per code. Per code fire alarm not required.
01 21	**Special/Owner - Allowances**		**Division - Total:**	**9,094.25**	**12.09**	
	01 21 16 00	Contractor's Contingency	9,094.25		12.09	Contractor's Contingency.
	01 21 17 00	Weekends & Off Hours Work	Excluded			Pricing excludes any weekends and off hours work.
			Subtotal COST BREAKDOWN:	**227,356.32**	**302.34**	
1	**General Conditions/Supervision**		**Division - Total:**	**139,933.10**	**186.08**	
	01 00 00 10	General Conditions	24,676.58		32.81	
	01 31 10 50	Supervision/Project Management	115,256.52		153.27	
	01 00 01 20	**GENERAL LIABILITY INSURANCE**		4,266.63	5.67	
	01 00 01 30	**BUILDERS RISK INSURANCE JOISTED MASONRY**		247.94	0.33	
	01 00 01 60	**PAYMENT & PERFORMANCE BOND**		3,931.90	5.23	
	01 00 01 80	**CONTRACTOR'S OVERHEAD & PROFIT**		37,588.71	49.98	
			TOTAL:	**$413,324.60**	**$549.63**	

willmeng
AZ ROC B-01 082904

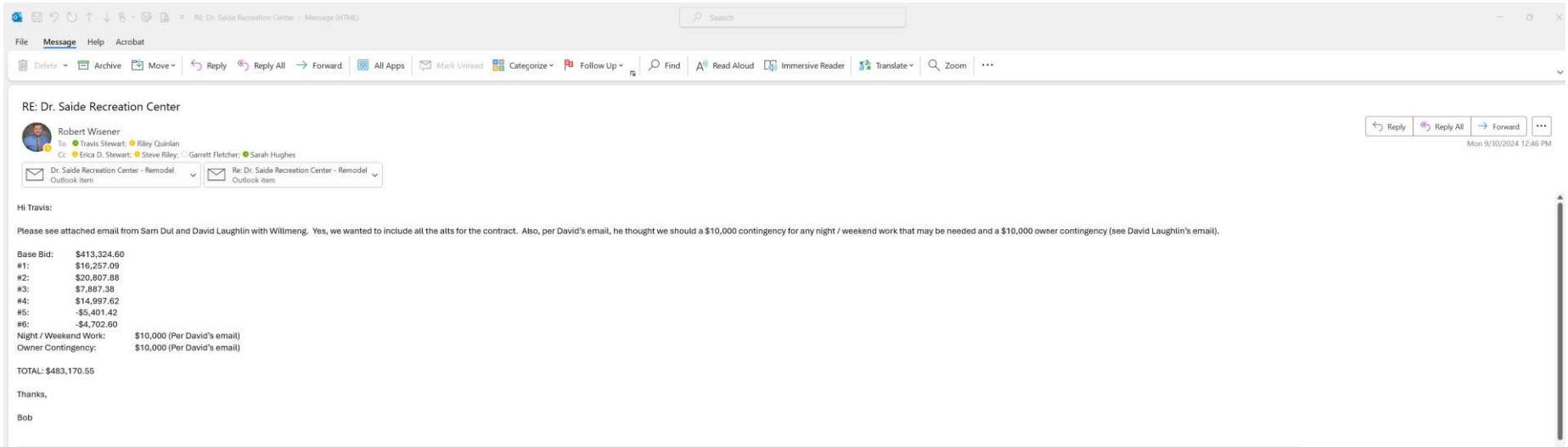
FINAL - COST SUMMARY

Project: *Buckeye Dr. Saide Recreational Center*
Location: 1003 E Eason Ave, Buckeye , AZ
Architect: Arrington Watkins Architects
Est. Date: 28-Aug-24

Gross Area: 752 sf

Drawing Package:
Delta 1 Set - "240801_1st City Comments" & changes per City of Buckeye request.

	Division	C.S.I	Description	Bid	Div. Subtotal	$/SF of Gross Area:	Notes
# 1	LVT-1 at Pre-School 120 and Storage Room 121 in lieu of existing to remain.						
		# 1	ALTERNATE - (ADD)	TOTAL:	$16,257.09	21.62	
# 2	LVT-1 throughout Lobby 100 and Teen Lounge 101 in lieu of existing to remain.						
		# 2	ALTERNATE - (ADD)	TOTAL:	$20,807.88	27.67	
# 3	Paint all walls to deck at gym. Assume white with one accent color. Final colors TBD. Excludes paint at deck.						
		# 3	ALTERNATE - (ADD)	TOTAL:	$7,887.38	10.49	
# 4	Replace (11) existing linear light fixtures (Oracle OLS-D-LED 4') at Lobby & Teen Lounge with new LED fixtures in lieu of existing to remain.						
		# 4	ALTERNATE - (ADD)	TOTAL:	$14,997.62	19.94	
# 5	Pendent fixture VE Option of AP-MAJESTIC, AP-CEDAR, OR AP-NOVA in lieu of 35" OPR-RHAPSODY. Includes (4) total pendent fixtures.						
		# 5	ALTERNATE - (DEDUCT)	TOTAL:	($5,401.42)	-7.18	
# 6	VE Door & Hardware Spec in lieu of specified per drawings. Door finish to remain as clear white oak.						
		# 6	ALTERNATE - (DEDUCT)	TOTAL:	($4,702.60)	-6.25	



RE: Dr. Saide Recreation Center - Message (HTML)

File Message Help Acrobat

Delete Archive Move Reply Reply All Forward All Apps Mark Unread Categorize Follow Up Find Read Aloud Immersive Reader Translate Zoom

RE: Dr. Saide Recreation Center

Robert Wisener
To: Travis Stewart; Riley Quinlan
Cc: Erica D. Stewart; Steve Riley; Garrett Fletcher; Sarah Hughes

Dr. Saide Recreation Center - Remodel
Outlook item

Re: Dr. Saide Recreation Center - Remodel
Outlook item

Reply Reply All Forward

Mon 9/30/2024 12:46 PM

Hi Travis:

Please see attached email from Sam Dul and David Laughlin with Willmeng. Yes, we wanted to include all the alts for the contract. Also, per David's email, he thought we should a $10,000 contingency for any night / weekend work that may be needed and a $10,000 owner contingency (see David Laughlin's email).

Base Bid:	$413,324.60
#1:	$16,257.09
#2:	$20,807.88
#3:	$7,887.38
#4:	$14,997.62
#5:	-$5,401.42
#6:	-$4,702.60
Night / Weekend Work:	$10,000 (Per David's email)
Owner Contingency:	$10,000 (Per David's email)

TOTAL: $483,170.55

Thanks,

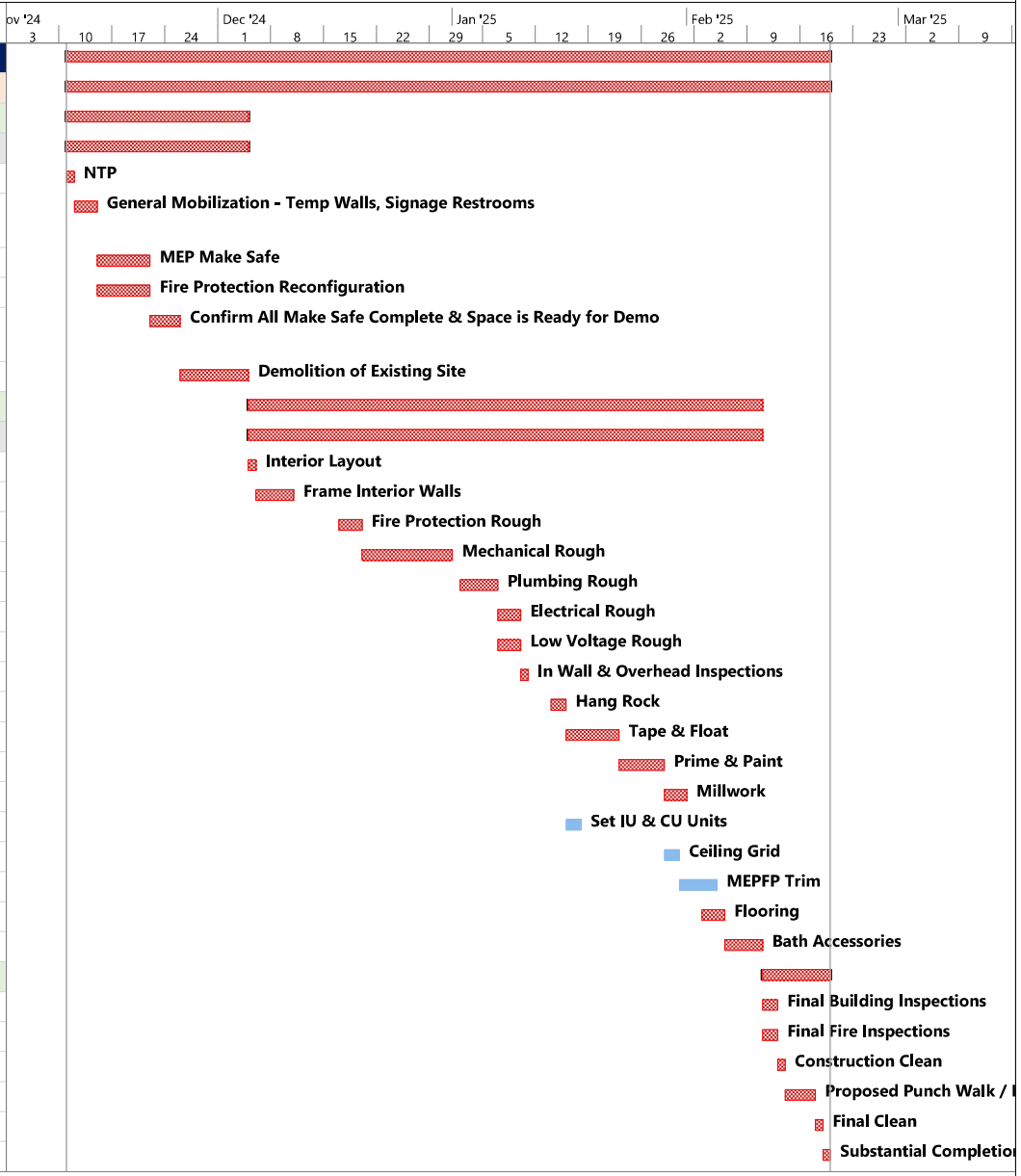
Bob

Dr. Saide Recreation Center TI

Willmeng
AZ ROC B-01 082904

BUCKEYE, AZ

ID	Task Name	Duration	Start
1	**City of Buckeye Aquatics Facility TI**	**64 days**	**Mon 11/11/24**
2	**Construction**	**64 days**	**Mon 11/11/24**
3	**Project Activation**	**16 days**	**Mon 11/11/24**
4	**Project Set-Up & Demo**	**16 days**	**Mon 11/11/24**
5	NTP	1 day	Mon 11/11/24
6	General Mobilization - Temp Walls, Signage Restrooms	3 days	Tue 11/12/24
7	MEP Make Safe	5 days	Fri 11/15/24
8	Fire Protection Reconfiguration	5 days	Fri 11/15/24
9	Confirm All Make Safe Complete & Space is Ready for Demo	2 days	Fri 11/22/24
10	Demolition of Existing Site	5 days	Tue 11/26/24
11	**Building**	**41 days**	**Thu 12/5/24**
12	**Building Interiors**	**41 days**	**Thu 12/5/24**
13	Interior Layout	1 day	Thu 12/5/24
14	Frame Interior Walls	3 days	Fri 12/6/24
15	Fire Protection Rough	3 days	Tue 12/17/24
16	Mechanical Rough	3 days	Fri 12/20/24
17	Plumbing Rough	3 days	Thu 1/2/25
18	Electrical Rough	3 days	Tue 1/7/25
19	Low Voltage Rough	3 days	Tue 1/7/25
20	In Wall & Overhead Inspections	1 day	Fri 1/10/25
21	Hang Rock	2 days	Tue 1/14/25
22	Tape & Float	5 days	Thu 1/16/25
23	Prime & Paint	4 days	Thu 1/23/25
24	Millwork	3 days	Wed 1/29/25
25	Set IU & CU Units	2 days	Thu 1/16/25
26	Ceiling Grid	2 days	Wed 1/29/25
27	MEPFP Trim	3 days	Fri 1/31/25
28	Flooring	3 days	Mon 2/3/25
29	Bath Accessories	3 days	Thu 2/6/25
30	**Cx & Closeout**	**7 days**	**Tue 2/11/25**
31	Final Building Inspections	2 days	Tue 2/11/25
32	Final Fire Inspections	2 days	Tue 2/11/25
33	Construction Clean	1 day	Thu 2/13/25
34	Proposed Punch Walk / Punch List Issued	2 days	Fri 2/14/25
35	Final Clean	1 day	Tue 2/18/25
36	***Substantial Completion Certificate***	1 day	Wed 2/19/25



Print Date:Tue 9/10/24
Data Date: Mon 11/11/24

EXHIBIT B
TO
DELIVERY ORDER #1

PLANS AND SPECIFICATIONS

BUCKEYE DR. SAIDE RECREATIONAL CENTER
1003 E EASON AVE
BUCKEYE, AZ 85326

BUCKEYE, AZ

100% CONSTRUCTION DOCUMENTATION
ISSUE DATE: 06/12/2024

RECEIVED
8/5/2024
CITY OF BUCKEYE by: tmorgan
BUILDING SAFETY

Buckeye Fire Medical Rescue Department
- ☑ Approved
- ☐ Approved with Comments
- ☐ Approved with Stipulations
- ☐ Revise & Resubmit

Date: 8/6/2024
Reviewed By: cwalker
Final approval subject to site inspection

REVIEWED FOR CODE COMPLIANCE
08/07/2024
BUCKEYE, AZ
BUILDING SAFETY BY: BRUCE TAIT

PLEASE SCAN QR CODE TO ACCESS ON-SITE INSPECTION REQUEST PORTAL

Arrington Watkins Architects
3003 North Central Ave, Suite 2400
Phoenix, Arizona 85012
Telephone: (602) 279-4373
Fax: (602) 279-9110

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REGISTERED PROFESSIONAL ARCHITECT
CERTIFICATE NO. 33295
D. ALAN ROBERTS
ARIZONA U.S.A.

2nd Submittal
BLDCIP-24-0022

BUCKEYE DR. SAIDE RECREATIONAL CENTER
1003 E EASON AVE
BUCKEYE, AZ 85326

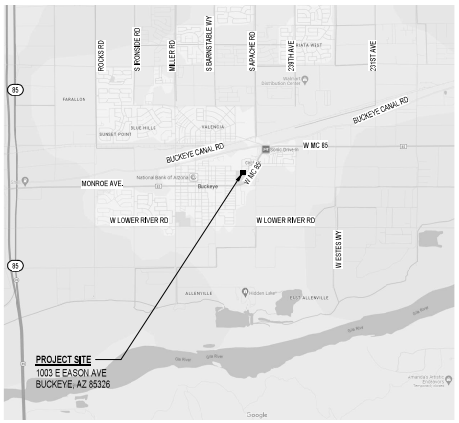
NO.	REVISION	DATE

PROJECT NO.: 2023.078
DATE: 06/12/2024
DESIGNED BY: NA
DRAWN BY: JP
APPROVED BY: AR

SHEET TITLE:
GENERAL
COVER SHEET

SHEET NUMBER:
G-0.0

LOCATION MAP:



NORTH

VICINITY MAP:



NORTH

DEFERRED SUBMITTALS

DOCUMENTS FOR DEFERRED SUBMITTAL ITEMS SHALL BE SUBMITTED TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE WHO SHALL REVIEW THEM AND FORWARD THEM TO THE BUILDING OFFICIAL WITH A NOTATION INDICATING THAT THE DEFERRED SUBMITTAL DOCUMENTS HAVE BEEN REVIEWED AND FOUND TO BE IN GENERAL CONFORMANCE TO THE DESIGN OF THE BUILDING, THE DEFERRED SUBMITTAL ITEMS SHALL NOT BE INSTALLED UNTIL THE DEFERRED SUBMITTAL DOCUMENTS HAVE BEEN APPROVED BY THE BUILDING OFFICIAL.

LIST OF DEFERRED SUBMITTALS:
1. FIRE SPRINKLER
2. FIRE ALARM SYSTEM

APPLICABLE CODES

THIS PROJECT IS DESIGNED TO COMPLY WITH THE FOLLOWING CODES:
- 2018 IBC (INTERNATIONAL BUILDING CODE)
- 2018 IMC (INTERNATIONAL MECHANICAL CODE)
- 2018 IPC (INTERNATIONAL PLUMBING CODE)
- 2018 IECC (INTERNATIONAL ENERGY CONSERVATION CODE)
- 2018 IFGC (INTERNATIONAL FUEL GAS CODE)
- 2017 NEC (NATIONAL ELECTRICAL CODE)
- 2018 IFC (INTERNATIONAL FIRE CODE)
- 2010 ADAAG (AMERICANS WITH DISABILITIES ACT STANDARDS FOR ACCESSIBLE DESIGN)

INDEX OF DRAWINGS

SHEET #	SHEET NAME
GENERAL	
G-0.0	COVER SHEET
G-0.1	PROJECT TEAM, PROJECT DATA, GENERAL NOTES, AND ABBREVIATIONS
G-0.2	DRAWING SYMBOLS & GRAPHICS
G-1.1	CODE DATA PLAN
G-1.2	EGRESS PLAN
ARCHITECTURAL	
A-2.0	DEMO PLAN
A-2.1	OVERALL PLAN
A-2.2	ENLARGED DEMO PLANS
A-2.3	ENLARGED PLANS
A-2.4	ENLARGED DEMO RCP
A-2.5	ENLARGED NEW RCP
A-3.1	SECTIONS AND INTERIOR ELEVATIONS
A-4.1	3D AXONOMETRIC
A-5.1	WALL TYPES AND DETAILS
A-5.2	DOOR, WINDOW, GLAZING, WALL GLAZING & PANEL SYSTEM SCHEDULES
A-5.3	DOOR AND WINDOW FRAME PROFILES
A-6.1	FINISH SCHEDULES
A-7.1	DETAILS
MECHANICAL	
ME001	MECHANICAL COVER SHEET
ME002	SPECIFICATIONS
ME501	DETAILS
ME601	SCHEDULES
MD101	LEVEL 1 - DEMO PLAN
MH101	LEVEL 1 MECHANICAL PLAN
ELECTRICAL	
EE001	ELECTRICAL COVER SHEET
EE002	SPECIFICATIONS
EE701	TYPICAL MOUNTING DETAILS
EE702	ELECTRICAL DETAILS
EE800	OVERALL PLAN
ED101	POWER PLAN - DEMO - ADMIN OFFICE
ED102	LIGHTING PLAN - DEMO - ADMIN OFFICE
EP101	POWER PLAN - ADMIN OFFICE
EP601	ONE-LINE DIAGRAM AND RISER
EP602	SCHEDULES
EL101	LIGHTING PLAN - ADMIN OFFICE
EL601	SCHEDULES
FA101	FIRE PLAN - DEMO - ADMIN OFFICE
FA102	FIRE PLAN - ADMIN OFFICE

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6/11/2024 10:49:40 AM

Dr. Saide Recreation Center Reconfiguration
Contract No. 2023085, DO #1
Wilmeng Construction, Inc.

12

100% CONSTRUCTION DOCUMENTATION

LIST OF COMMON ABBREVIATIONS

#	POUND OR NUMBER	EWH	ELECTRIC WATER HEATER	HM	HOLLOW METAL	OD	OUTSIDE DIAMETER/OUTSIDE DIMENSION	RM	ROOM	TOT	TOP OF TRUSS
&	AND	EXT	EXTERIOR	HMD	HOLLOW METAL DOOR	OF	OUTSIDE FACE	RND	ROUND	TOW	TOP OF WALL
@	AT	FA	FIRE ALARM	HMF	HOLLOW METAL FRAME	OFCI	OWNER FURNISHED CONTRACTOR INSTALLED	RO	ROUGH OPENING	TPD	TOILET PAPER DISPENSER
A/C	AIR CONDITIONING	FAAP	FIRE ALARM PANEL	HR	HOUR	OFOI	OWNER FURNISHED OWNER INSTALLED	RPM	REVOLUTIONS PER MINUTE	TS	TUBE STEEL
ABC	AGGREGATE BASE COURSE	FACP	FIRE ALARM CONTROL PANEL	HT	HEIGHT	OFD	OVERFLOW DRAIN	RTU	ROOF TOP UNIT	TSTAT	THERMOSTAT
ACT	ACOUSTICAL CEILING TILE	FD	FLOOR DRAIN OR FIRE DEPARTMENT	HVAC	HEATING, VENTILATING, AND AIR CONDITIONING	OFS	OUTSIDE FACE OF STUD(S)	RV	ROOF VENT	TTB	TELEPHONE TERMINAL BOARD
ADA	AMERICANS WITH DISABILITIES ACT			HW	HOT WATER	OPP	OPPOSITE	SAN	SANITARY	TTD	TOILET TISSUE DISPENSER
AFC	ABOVE FINISHED COUNTER	FDC	FIRE DEPARTMENT CONNECTION	HYD	HYDRANT	ORD	OVERFLOW/ROOF DRAIN	SC	SOLID CORE	TV	TELEVISION
AFF	ABOVE FINISH FLOOR			IBC	INTERNATIONAL BUILDING CODE	OSHA	OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION	SCD	SEAT COVER DISPENSER	TYP	TYPICAL
AFG	ABOVE FINISH GRADE	FE	FIRE EXTINGUISHER	ICP	INMATE CONSTRUCTION PROGRAM	OZ	OUNCE	SCHED	SCHEDULE	UL	UNDERWRITERS LABORATORIES
AFS	ABOVE FINISHED SLAB	FEC	FIRE EXTINGUISHER CABINET	ID	INSIDE DIAMETER	PBD	PARTICLEBOARD	SD	STORM DRAIN/SOAP DISPENSER	UN	UNLESS NOTED
AHJ	AUTHORITY HAVING JURISDICTION	FF	FINISH FACE	IF	INSIDE FACE	PERF	PERFORATED	SECT	SECTION	UNFN	UNFINISHED
ALUM	ALUMINUM	FF EL	FINISH FLOOR ELEVATION	IN	INCH	PERIM	PERIMETER	SF	SQUARE FOOT	UNO	UNLESS NOTED OTHERWISE
ANOD	ANODIZED	FF&E	FURNITURE,FIXTURE,&EQUIPMENT	INSUL	INSULATED OR INSULATION	PERP	PERPENDICULAR	SIM	SIMILAR	UTIL	UTILITY
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE			INT	INTERIOR	PJ	PANEL JOINT	SJI	STEEL JOIST INSTITUTE	V	VOLT
ARCH	ARTCHITECTURAL)	FH	FIRE HYDRANT/HOSE	J-BOX	JUNCTION BOX	PL	PROPERTY LINE	SLNT	SEALANT	VB	VINYL BASE
ATFP	ANTI-TERRORISM FORCE PROTECTION	FHC	FIRE HOSE CABINET	JAN	JANITOR	PLAM	PLASTIC LAMINATE	SLV	SLEEVE	VCT	VINYL COMPOSITION TILE
		FIG	FIGURE	JAN CL	JANITOR CLOSET	PLMB	PLUMBING	SND	SANITARY NAPKIN DISPENSER	VERT	VERTICAL
BD	BOARD	FIN	FINISH	JS	JANITOR SINK	PLYD	PLYWOOD	SPEC	SPECIFIED OR SPECIFICATION	VEST	VESTIBULE
BOS	BOTTOM OF STEEL	FIN FLR	FINISH FLOOR	JT	JOINT	PNL	PANEL	SPEC	SPECIFICATION	VIC	VICINITY
CFCI	CONTRACTOR FURNISHED / CONTRACTOR INSTALLED	FIN GR	FINISH GRADE	KO	KNOCKOUT	PRCST	PRECAST	SPK	SPRINKLER OR SPEAKER	VIF	VERIFY IN FIELD
CFOI	CONTRACTOR FURNISHED / OWNER INSTALLED	FLR	FLOOR	KOP	KNOCKOUT PANEL	PREFAB	PREFABRICATE	SQ	SQUARE	VP	VISION PANEL
CFE	CONTRACTOR FURNISHED EQUIPMENT	FM	FACE OF MASONRY	KWY	KEYWAY	PRELIM	PRELIMINARY	SQ IN	SQUARE INCHES)	VWC	VINYL WALL COVERING
CIP	CAST IN PLACE	FND	FOUNDATION	LAV	LAVATORY	PSF	POUNDS PER SQUARE FOOT	SS	SANITARY SEWER/SERVICE SINK	W	WITH
CJ	CONTROL JOINT	FO	FINISHED OPENING	LB, LBS	POUNDS	PSI	POUNDS PER SQUARE INCH	SSTL	STAINLESS STEEL	WO	WITHOUT
CL	CENTERL LINE / CLASS / CLOSE	FOC	FACE OF CONCRETE/CURB	LDG	LANDING	PT	PAINT	STAG	STAGGERED	WCO	WALL CLEANOUT
		FOF	FACE OF FINISH	LF	LINEAL FEET or LINEAR FEET	PT CONC	POST-TENSIONED CONCRETE	STC	SOUND TRANSMISSION COEFFICIENT	WD	WOOD
CLG	CEILING	FOG	FACE OF GIRT	LLH	LONG LEG HORIZONTAL	PTD	PAPER TOWEL DISPENSER/PAINTED	STD	STANDARD	WDW	WINDOW
CLG HT	CEILING HEIGHT	FOM	FACE OF MASONRY	LLV	LONG LEG VERTICAL	PTN	PARTITION	STL	STEEL	WGL	WIRED GLASS
CLR	CLEAR	FOS	FACE OF STUD/SLAB	LT GA	LIGHT GAUGE	PUR	PURLINS	STL JST	STEEL JOIST	WH	WATER HEATER/WALL HUNG
CMU	CONCRETE MASONRY UNIT	FOW	FACE OF WALL	LT WT	LIGHTWEIGHT	PVC	POLYVINYL CHLORIDE	STRUCT	STRUCTURE OR STRUCTURAL	WLD	WELDED
CONC	CONCRETE	FP	FIREPROOF/PROTECTION	LTD	LIMITED	QA	QUALITY ASSURANCE	SV	SHEET VINYL	WO	WHERE OCCURS
CPT	CARPET	FT	FEET/FOOT/FIRE TREATED	LVR	LOUVER	QC	QUALITY CONTROL	SYM	SYMBOL	WP	WEATHERWATERPROOF
CT	CERAMIC TILE	FTG	FOOTING	LWC	LIGHTWEIGHT CONCRETE	QT	QUARRY TILE	SYMM	SYMMETRICAL	WPM	WATERPROOF MEMBRANE
CU YD	CUBIC YARD	FURG	FURRING	MAX	MAXIMUM	QTR	QUARTER	T&B	TOP & BOTTOM	WWF	WELDED WIRE FABRIC
CUFT	CUBIC FEET	FURN	FURNITURE/FURNACE/FURNISH	MECH	MECHANICAL	QTY	QUANTITY	T&G	TONGUE AND GROOVE	WWM	WELDED WIRE MESH
DBL	DOUBLE			MFD	MANUFACTURED	RA	RETURN AIR	TB	TOWEL BAR/THROUGH BOLT	XMFR	TRANSFORMER
DEMO	DEMOLISH OR DEMOLITION	FUT	FUTURE	MFG	MANUFACTURING	RA GR	RETURN AIR GRILLE	TD	TRENCH DRAIN		
DF	DRINKING FOUNTAIN	FW	FIRE WALL	MFR	MANUFACTURER	RB	RUBBER/RESILIENT BASE	TELE	TELEPHONE		
DIA	DIAMETER	FWC	FABRIC WALL COVERING	MIN	MINIMUM	RB HK	ROBE HOOK	TEMP	TEMPORARY		
DIM	DIMENSION	GA	GAUGE	MISC	MISCELLANEOUS	RC	REINFORCED CONCRETE/REMOTE CONTROL	THK	THICKNESS		
DN	DOWN	GALV	GALVANIZED	MO	MASONRY OPENING			THRU	THROUGH		
DWG	DRAWING	GB	GRAB BAR	MTL	METAL	REINF	REINFORCEMENT)	TK BD	TACKBD		
EA	EACH	GC	GENERAL CONTRACTOR	NA	NOT APPLICABLE	REQ	REQUIRE	TLT	TOILET		
EDF	ELECTRIC DRINKING FOUNTAIN	GFCI	GOVERNMENT FURNISHED CONTRACTOR INSTALLED	NEC	NATIONAL ELECTRICAL CODE	REQD	REQUIRED	TMPD GL	TEMPERED GLASS		
		GFGI	GROUND FAULT CIRCUIT INTERRUPT	NEMA	NATIONAL ELECTRICAL MFR'S ASSOCIATION	REST	RESTROOM	TD	TOP OF		
EIFS	EXTERIOR INSULATION FINISH SYSTEM		GOVERNMENT FURNISHED GOVERNMENT INSTALLED	NFPA	NATIONAL FIRE PROTECTION ASSOCIATION	RH	ROOF HATCH/RIGHT HAND	TOB	TOP OF BEAM		
		GL	GLASS/GROUND LEVEL	NIC	NOT IN CONTRACT	RCP	REFLECTED CEILING PLAN	TOC	TOP OF CONCRETE		
EJ	EXPANSION JOINT	GLU LAM	GLU LAMINATED WOOD	NO	NUMBER	RD	ROOF DRAIN	TOD	TOP OF DECK		
EOS	EDGE OF SLAB	GWB	GYPSUM WALL BOARD	NOM	NOMINAL	RDL	ROOF DRAIN LADER	TOJ	TOP OF JOIST		
EPDM	ETHYLENE-PROPYLENE DIENE M-CLASS	GYP	GYPSUM	NR	NOISE REDUCTION	REBAR	REINFORCING STEEL BARS	TOM	TOP OF MASONRY		
		GYP BD	GYPSUM BOARD	NRC	NOISE REDUCTION COEFFICIENT	REC	RECESSED	TOP	TOP OF PARAPET/TOP OF PAVEMENT		
EPS	EXPOSED POLYSTYRENE BOARD	HB	HOSE BIB			REF	REFERENCE/REFRIGERATOR				
EQ	EQUAL	HC	HANDICAP/HOLLOW CORE	NTS	NOT TO SCALE			TOR	TOP OF ROOF		
EWC	ELECTRIC WATER COOLER	HDWD	HARDWOOD	OC	ON CENTER			TOS	TOP OF STEEL		

PROJECT DIRECTORY

OWNER / DEVELOPER:

CITY OF BUCKEYE

PHONE: 623.349.6320

CONTACT: SARAH HUGHES
EMAIL: SHUGHES@BUCKEYEAZ.GOV

ARCHITECT:

ARRINGTON WATKINS ARCHITECTS
3003 NORTH CENTRAL AVE,
SUITE 2400
PHOENIX, AZ 85012

PHONE: 602.279.4373
FAX: 602.279.9110
CONTACT:
EMAIL:

MECHANICAL ENGINEER:

SPECTRUM ENGINEERS
1501 W FOUNDTAINHEAD PARKWAY
SUITE 330
TEMPE, AZ 85282

PHONE: 480.621.3444
CONTACT: KEVIN M. KOSOR
EMAIL: KEVIN.KOSOR@SPECENG.COM

ELECTRICAL ENGINEER:

SPECTRUM ENGINEERS
1501 W FOUNDTAINHEAD PARKWAY
SUITE 330
TEMPE, AZ 85282

PHONE: 480.621.3444
CONTACT: KEVIN M. KOSOR
EMAIL: KEVIN.KOSOR@SPECENG.COM

PROJECT GENERAL NOTES

A. CONTRACTOR SHALL VERIFY ALL SITE AND BUILDING CONDITIONS, DIMENSIONS AND LAYOUT PRIOR TO COMMENCING ANY WORK. ANY DISCREPANCY OR DEVIATION SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND OWNER, IN WRITING, BEFORE WORK BEGINS.
B. ALL DRAWINGS SHOW NEW CONSTRUCTION UNLESS NOTED AS AN EXISTING CONDITION OR EXISTING CONSTRUCTION.
C. DIMENSIONING CRITERIA:
   - STUD WALLS ARE DIMENSIONED TO FACE OF STUD
   - STRUCTURAL WALLS ARE DIMENSIONED TO THE FACE OF STRUCTURE
   - DIMENSIONS NOTED AS 'CLEAR' or 'CLR.' ARE CRITICAL MINIMUMS DIMENSIONED FROM FACE OF FINISH TO FACE OF FINISH
   - MILLWORK IS DIMENSIONED FOR OVERALL DEPTH, HEIGHT, AND LENGTH OF UNITS. VERIFY ACTUAL CONDITIONS.
D. THERE IS NO BURNING ON SITE AND SMOKING IS ONLY ALLOWED IN AUTHORIZED AREAS.
E. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE QUANTITY OF WORK.
F. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF THE VARIOUS TRADES AS NECESSARY TO AVOID CONFLICTS AND TO ENSURE THE INSTALLATION OF ALL WORK MEETS THE DESIGN INTENT AND WILL FIT THE AVAILABLE SPACE.
G. THE INCIDENTAL DAMAGES CAUSED BY CONTRACTOR OR SUBCONTRACTORS DURING CONSTRUCTION SHALL BE REPAIRED AND RESTORED TO THE CONDITION SATISFACTORY TO THE OWNER AT NO COST TO THE OWNER. OWNER SHALL BE IMMEDIATELY NOTIFIED OF ANY DAMAGES ON SITE.
H. MANUFACTURED MATERIALS, EQUIPMENT, AND PRODUCTS SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS. INSTRUCTIONS AND SHALL COMPLY WITH ALL ADA REQUIREMENTS AND GUIDELINES UNLESS NOTED OTHERWISE.
I. THIS LIST OF GENERAL NOTES IS NOT FULLY INCLUSIVE OF ALL GENERAL PROJECT NOTES. SEE OTHER DRAWINGS FOR ADDITIONAL GENERAL NOTES SPECIFIC TO CERTAIN PORTIONS OF THE SCOPE OF WORK.

PROJECT NARRATIVE

THE PROJECT WILL BE AN INTERIOR RENOVATION OF APPROXIMATELY 752 SQFT AT THE FRONT DESK AND OFFICE AREA. THE NEW LAYOUT NOW INCLUDES AN OPEN OFFICE AREA, A SUPERVISOR OFFICE, 1 OFFICE, A CONFERENCE ROOM, AND A RECEPTION AREA. THE RECEPTION AREA AND THE OFFICE SPACES ARE SEPARATED IN BETWEEN BY A WALL AND DOOR TO HELP MINIMIZE DISTURBANCE FROM THE REST OF THE RENOVATED SPACE. TO CREATE MORE SPACE FOR THE CONFERENCE ROOM, THE ENTRANCE TO THE PRESCHOOL ROOM IS MOVED FURTHER SOUTH, OVERALL, THE NEW LAYOUT OF THE AREA GIVES OPPORTUNITIES TO MAXIMIZE STAFF WORKSPACE WHILE CONSIDERING SECURITY, STORAGE, AND FUNCTIONALITY NEEDS.

PROJECT DATA

PROJECT NAME:
BUCKEYE DR. SAIDE RECREATIONAL CENTER

PROJECT ADDRESS:
1003 E EASON AVE
BUCKEYE, AZ 85326

PARCEL INFORMATION:
PARCEL / ACCESSORS NUMBER (APN): 400-23-039B

Arrington Watkins Architects
3003 North Central Ave, Suite 2400
Phoenix, Arizona 85012
Telephone: (602) 279-4373
Fax: (602) 279-9110

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REGISTERED PROFESSIONAL ARCHITECT
CERTIFICATE NO.
33295
D. ALAN ROBERTS
ARIZONA U.S.A.

2nd Submittal
BLDCIP-24-0022

REVIEWED FOR CODE COMPLIANCE
08/07/2024
BUCKEYE, AZ
BUILDING SAFETY
BY: BRUCE TAIT

BUCKEYE DR. SAIDE RECREATIONAL CENTER
1003 E EASON AVE
BUCKEYE, AZ 85326

NO.	REVISION	DATE

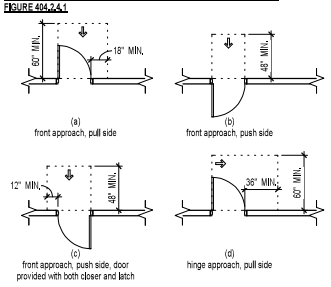
PROJECT NO.: 2023.078
DATE: 06/12/2024
DESIGNED BY: NA
DRAWN BY: JP
APPROVED BY: AR

SHEET TITLE:
GENERAL
PROJECT TEAM,
PROJECT DATA,
GENERAL NOTES, AND
ABBREVIATIONS

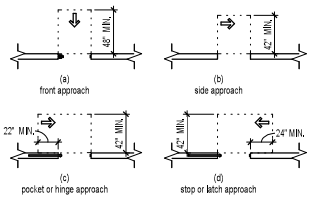
SHEET NUMBER:
G-0.1

MANEUVERING CLEARANCES - 2010 ADA

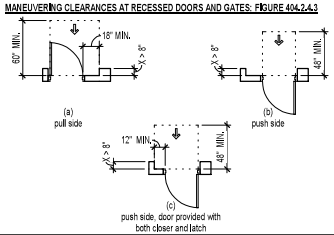
MANEUVERING CLEARANCE AT MANUAL SWINGING DOORS AND GATES: FIGURE 404.2.4.1



MANEUVERING CLEARANCES AT DOORWAYS WITHOUT DOORS, SLIDING DOORS, GATES, AND FOLDING DOORS: FIGURE 404.2.4.2

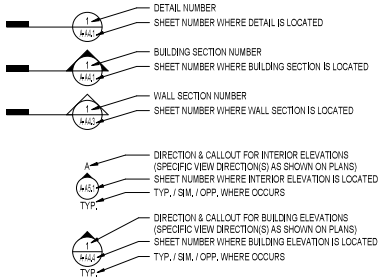


MANEUVERING CLEARANCES AT RECESSED DOORS AND GATES: FIGURE 404.2.4.3

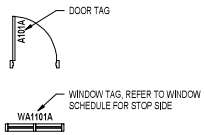


DRAWING SYMBOLS AND GRAPHICS

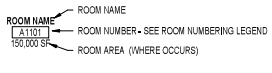
CALLOUTS

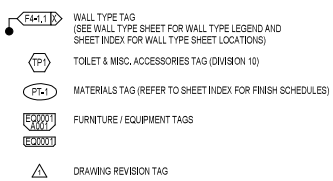


ELEMENT TAGS

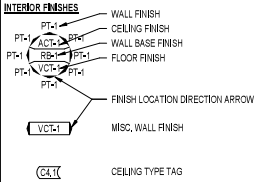


ROOM IDENTIFICATION TAG

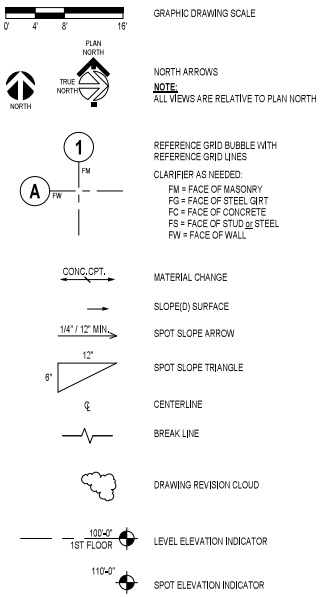




INTERIOR FINISHES



DRAWING GRAPHICS



MATERIAL INDICATIONS

DIVISION 03:
- CONCRETE (SECTION)
- PRE-CAST CONCRETE (SECTION)
- ASPHALT (SECTION)

DIVISION 04:
- CMU OR MASONRY (SECTION)
- MASONRY GROUT (SECTION)

DIVISION 05:
- ALUMINUM (SECTION)
- BRASS (SECTION)
- STEEL (SECTION)

DIVISION 06:
- CORK (SECTION)
- PLASTIC (SECTION)
- WOOD (SECTION)
- HARDBOARD (SECTION)
- MASONITE (SECTION)
- MDF / OSB (SECTION)
- PLYWOOD (SECTION)

DIVISION 07:
- RIGID INSULATION (SECTION)

DIVISION 09:
- GYPSUM BOARD (PLAN & SECTION)

DIVISION 31:
- CLAY (SECTION)
- EARTH (SECTION)
- AGGREGATE BASE /GRAVEL (SECTION) OR RIP-RAP (PLAN)
- SAND & MUD (SECTION)
- WATER (PLAN & SECTION)

DISCIPLINE TYPE DESIGNATORS LEGEND:

G	GENERAL
V	SURVEY/ MAPPING
C	CIVIL
L	LANDSCAPE
A	ARCHITECTURAL
I	INTERIORS
S	STRUCTURAL
M	MECHANICAL
P	PLUMBING
E	ELECTRICAL
T or SS	TELECOMMUNICATIONS
SE	SECURITY ELECTRONICS
FP	FIRE PROTECTION
FA	FIRE ALARM

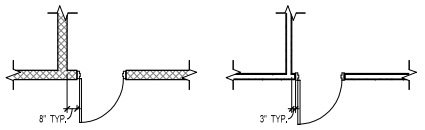
SHEET TYPE DESIGNATORS LEGEND:

0	GENERAL (SYMBOLS LEGEND, NOTES, ETC.)
1	SITE (PLANS, SITE RELATED DRAWINGS & ELEMENTS)
2	PLANS (HORIZONTAL VIEWS)
3	SECTIONS (SECTIONAL VIEWS, WALL SECTIONS)
4	EXTERIOR ELEVATIONS (VERTICAL VIEWS)
5	SCHEDULES & DIAGRAMS
6	INTERIOR ELEVATIONS (VERTICAL VIEWS)
7	ROOF PLANS (HORIZONTAL VIEWS)
8	REFLECTED CEILING PLANS (HORIZONTAL VIEWS)
9	DETAILS

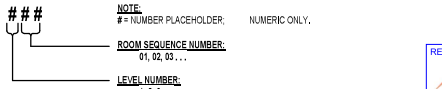
DETAIL TYPE DESIGNATORS LEGEND:

1	SITE DETAILS
2	DOOR & WINDOW DETAILS
3	ROOF DETAILS
4	CEILING DETAILS
5	FINISH DETAILS
6	CASEWORK DETAILS
7	SECURITY DETAILS
8	VERTICAL CIRCULATION DETAILS
9	MISCELLANEOUS DETAILS

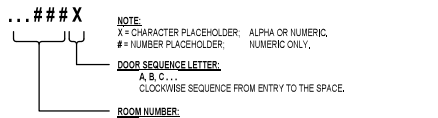
TYPICAL DOOR JAMB CONDITIONS



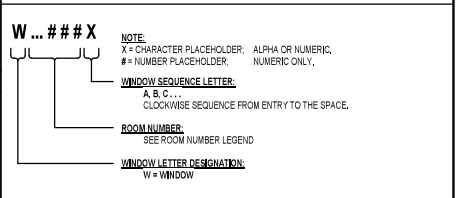
ROOM NUMBER LEGEND



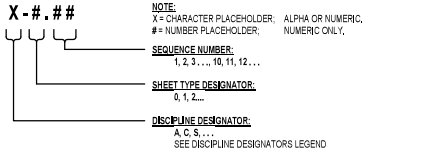
DOOR NUMBER LEGEND



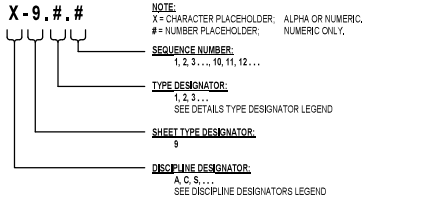
WINDOW NUMBER LEGEND



SHEET IDENTIFICATION LEGEND:



DETAIL NUMBER LEGEND:



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33295
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ARIZONA U.S.A.

2nd Submittal
BLDCIP-24-0022

REVIEWED FOR CODE COMPLIANCE
08/07/2024
BUILDING SAFETY
BY: BRUCE TAIT

BUCKEYE DR. SAIDE RECREATIONAL CENTER
1003 E EASON AVE
BUCKEYE, AZ 85326

NO.	REVISION	DATE

PROJECT NO.: 2023.078
DATE: 06/12/2024
DESIGNED BY: NA
DRAWN BY: JP
APPROVED BY: AR

SHEET TITLE:
GENERAL
DRAWING SYMBOLS & GRAPHICS

SHEET NUMBER:
G-0.2

100% CONSTRUCTION DOCUMENTATION

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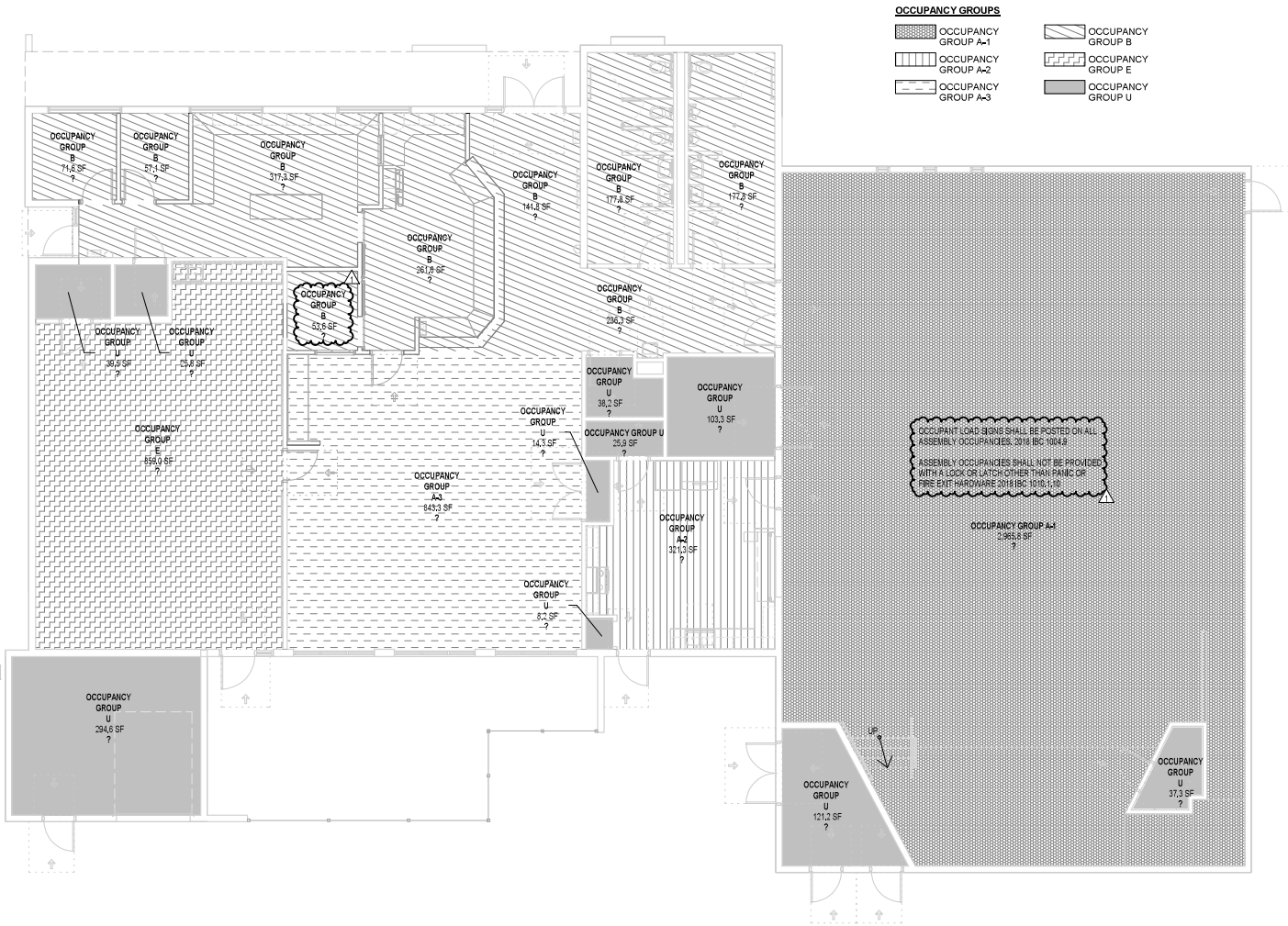
Dr. Saide Recreation Center Reconfiguration
Contract No. 2023085, DO #1
Wilmeng Construction, Inc.



1 CODE PLAN (OCCUPANCY)
3/16" = 1'-0"

BUILDING CODE ANALYSIS

2018 INTERNATIONAL BUILDING CODE

PROJECT NAME

BUCKEYE DR SAIDE RECREATIONAL CENTER

PROJECT DESCRIPTION

THE PROJECT WILL BE AN INTERIOR RENOVATION OF APPROXIMATELY 814,14 SQFT AT THE FRONT DESK AND OFFICE AREA, THE NEW LAYOUT NOW INCLUDES AN OFFICE AREA, A SUPERVISOR OFFICE, 1 OFFICE, A CONFERENCE ROOM, AND A RECEPTION AREA, THE RECEPTION AREA AND THE OFFICE SPACES ARE SEPARATED IN BETWEEN BY A WALL AND DOOR TO HELP MINIMIZE DISTURBANCE FROM THE REST OF THE BUILDING, TO CREATE MORE SPACE FOR THE CONFERENCE ROOM. THE ENTRANCE TO THE PRESCHOOL ROOM IS MOVED FURTHER SOUTH. OVERALL, THE NEW LAYOUT OF THE AREA GIVES OPPORTUNITIES TO MAXIMIZE STAFF WORKSPACE WHILE CONSIDERING SECURITY, STORAGE, AND FUNCTIONALITY NEEDS.

AREA OF RENOVATION:	814,14 SF
TOTAL PROJECT:	814,14 SF

CONSTRUCTION TYPE: (SECT. 601) TYPE III-B

BUILDING HEIGHT: (TABLE 504.3) ALLOWED:

A, B, E, U: 55'

PROVIDED:

21' - 5"

NUMBER OF STORIES: (TABLE 504.4)

	ALLOWED:	PROVIDED:
A-1:	3	1
A-2:	3	1
A-3:	3	1
B:	4	1
E:	3	1
U:	3	1

FIRE SPRINKLERS: YES

FIRE RESISTIVE REQUIREMENTS: (IN HOURS)

INTERIOR BEARING WALLS
NON BEARING EXTERIOR WALLS (TABLE 705,5)
NON BEARING INTERIOR WALLS
FLOOR AND ROOF CONSTRUCTION

ALLOWABLE AREAS: (TABLE 506.2)

ALLOWED:

A-1:	34,000
A-2:	38,000
A-3:	38,000
B:	76,000
E:	58,000
U:	34,000

OCCUPANCY CALCULATION: (TABLE 1004.5)

FIRST FLOOR:

ASSEMBLY 1: (NOT THIS SCOPE OF WORK)	2,965,8 SF	15 GROSS = 198 OCCUPANTS
ASSEMBLY 2: (NOT THIS SCOPE OF WORK)	321,3 SF	200 GROSS = 2 OCCUPANTS
ASSEMBLY 3: (NOT THIS SCOPE OF WORK)	843,3 SF	20 GROSS = 42 OCCUPANTS
BUSINESS: (THIS SCOPE OF WORK)	761,2 SF	150 GROSS = 5 OCCUPANTS
BUSINESS: (NOT THIS SCOPE OF WORK)	733,7 SF	150 GROSS = 5 OCCUPANTS
EDUCATIONAL: (NOT THIS SCOPE OF WORK)	859 SF	20 GROSS = 43 OCCUPANTS
UTILITY: (NOT THIS SCOPE OF WORK)	708,3 SF	300 GROSS = 2 OCCUPANTS
TOTAL OCCUPANTS:		297 OCCUPANTS

OCCUPANCY SEPARATION: (TABLE 508.4)

A TO U:	0 HOUR
B TO U:	0 HOUR
A TO B:	1 HOUR
B TO E:	1 HOUR
A TO E:	0 HOUR

PLUMBING FIXTURE CALCULATIONS: (TABLE 2902,1)

CLASSIFICATION	OCCUPANT LOAD	MEN TOILETS REQ'D	MEN LAVS REQ'D	WOMEN TOILETS REQ'D	WOMEN LAVS REQ'D
ASSEMBLY	242	1	1	1	1
BUSINESS	10	-	-	-	-
EDUCATIONAL	43	-	-	-	-
STORAGE	2	-	-	-	-
TOTAL REQUIRED:		1	1	1	1
TOTAL PROVIDED:		1	2	3	2

NOTE: FUNCTION OF SPACE TO WHERE THE GROUP A-1 IS WILL BE CONSIDERED AS ASSEMBLY AS A WHOLE, THE REST OF THE BUILDING ON THE LEFT WILL BE CONSIDERED AS BUSINESS, SINCE THESE ARE EXISTING CONDITIONS THAT WILL NOT BE WITHIN THE SCOPE OF WORK. FIRE RATING WILL BE BE NEEDED FOR THIS PROJECT.

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1003 E EASON AVE
BUCKEYE, AZ 85326

NO.	REVISION	DATE
1	1ST CITY COMMENT	07/31/24

PROJECT NO.: 2023.078
DATE: 06/12/2024
DESIGNED BY: NA
DRAWN BY: JP
APPROVED BY: AR

SHEET TITLE:
GENERAL
CODE DATA PLAN

SHEET NUMBER:
G-1.1

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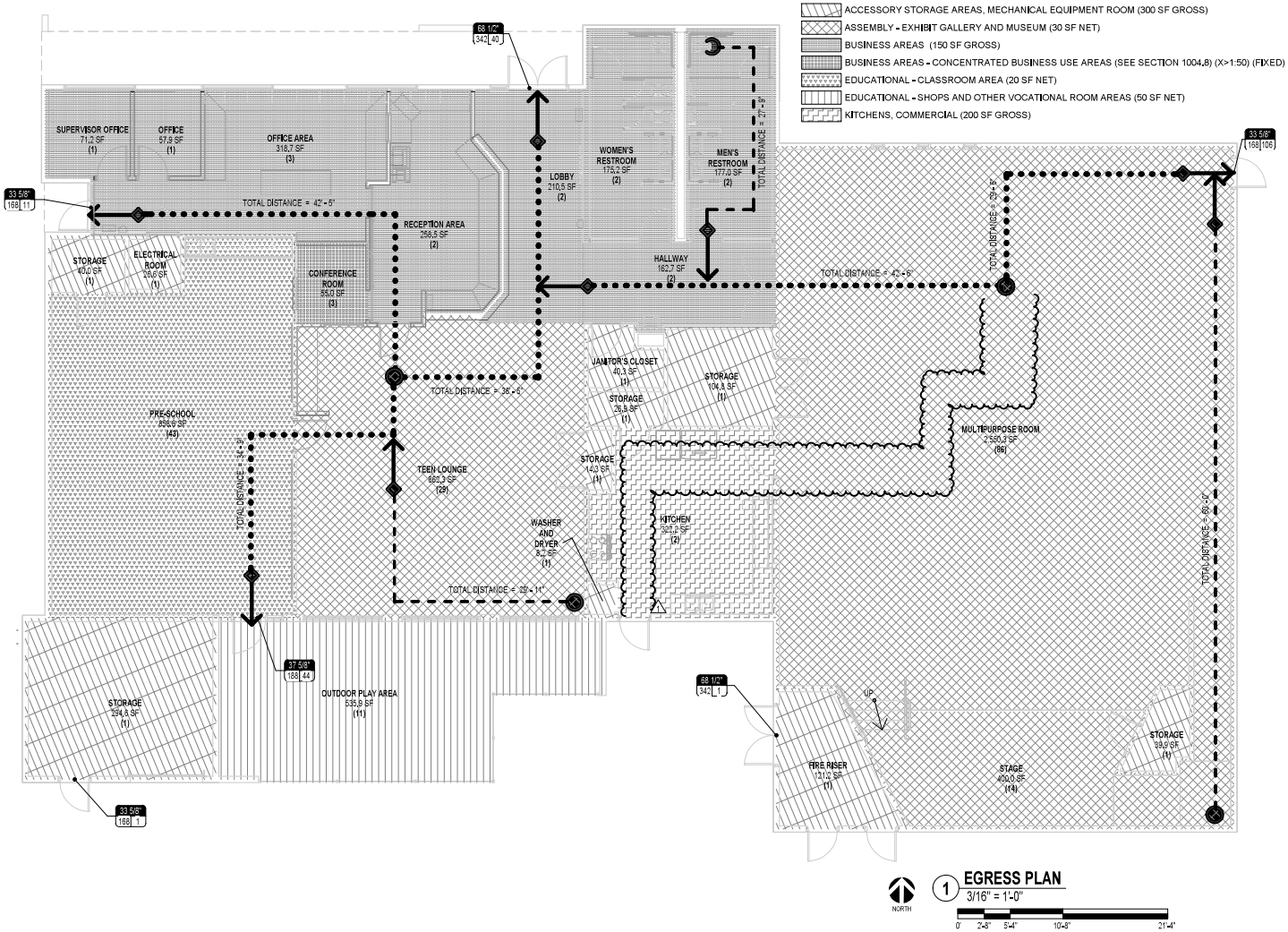

FUNCTION OF SPACE

- ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM (300 SF GROSS)
- ASSEMBLY - EXHIBIT GALLERY AND MUSEUM (30 SF NET)
- BUSINESS AREAS (150 SF GROSS)
- BUSINESS AREAS - CONCENTRATED BUSINESS USE AREAS (SEE SECTION 1004.8) (X>1:50) (FIXED)
- EDUCATIONAL - CLASSROOM AREA (20 SF NET)
- EDUCATIONAL - SHOPS AND OTHER VOCATIONAL ROOM AREAS (50 SF NET)
- KITCHENS, COMMERCIAL (200 SF GROSS)

NORTH

1 EGRESS PLAN
3/16" = 1'-0"

0 2'-8" 5'-4" 10'-8" 21'-4"

EGRESS SYMBOLS

- XX / Y / # — CLEAR WIDTH OF DOORWAY; CALCULATED EGRESS LOAD AT DOOR; EGRESS LOAD CAPACITY OF DOOR
- ADA MANEUVERING CLEARANCE — REFER TO PLAN FOR SPECIFIC SITUATION APPLICABLE
- Area Name / 150 SF / (10) — OCCUPANT LOAD; SQUARE FEET; NUMBER OF OCCUPANTS
- FE | A/B/C — FIRE EXTINGUISHER TAG; FIRE EXTINGUISHER TYPE; FIRE EXTINGUISHER MOUNTING TYPE; FE = FIRE EXTINGUISHER WITH BRACKET; FEC = FIRE EXTINGUISHER CABINET
- SURFACE-MOUNTED FIRE EXTINGUISHER CABINET
- LONGEST COMMON PATH OF TRAVEL PER PLAN
- LONGEST EGRESS PATH OF TRAVEL PER PLAN

EGRESS DATA:

OCCUPANT LOAD OF 1ST FLOOR:	297 OCCUPANTS
CODE REQUIRED MIN. CLEAR WIDTH AT DOORS PER 1008.1.1:	32"
ALL DOORS EXCEED MIN. CLEAR WIDTHS, ACTUAL MINIMUM WIDTH:	33 5/8"
PER 1005.3.2 THE MEANS OF EGRESS CAPACITY FACTOR FOR ALL OTHER EGRESS COMPONENTS ARE:	0.2" PER OCCUPANT
ALL CORRIDORS, HALLWAYS & EXIT ACCESS AISLES ARE:	GREATER THAN 44"
PROVIDED NUMBER OF EGRESS OPENINGS ON EXTERIOR:	9
COMMON PATH OF TRAVEL (MAXIMUM): LONGEST COMMON PATH ON 1ST FLOOR:	B = 100' PER TABLE 1014.3 51'-9"
EXIT ACCESS TRAVEL DISTANCE (MAXIMUM): LONGEST EXIT ACCESS TRAVEL ON 1ST FLOOR:	B = 300' PER TABLE 1016.2 66'-11"

DOOR EGRESS LOAD(S) TOTAL

EGRESS LOAD	EGRESS CAPACITY	CLEAR WIDTH	DOOR COUNT
202	1034	207"	5

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1	1ST CITY COMMENT	07/31/24

PROJECT NO.: 2023.078
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DESIGNED BY: NA
DRAWN BY: JP
APPROVED BY: AR

SHEET TITLE:
GENERAL
EGRESS PLAN

SHEET NUMBER:
G-1.2

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Dr. Saide Recreation Center Reconfiguration
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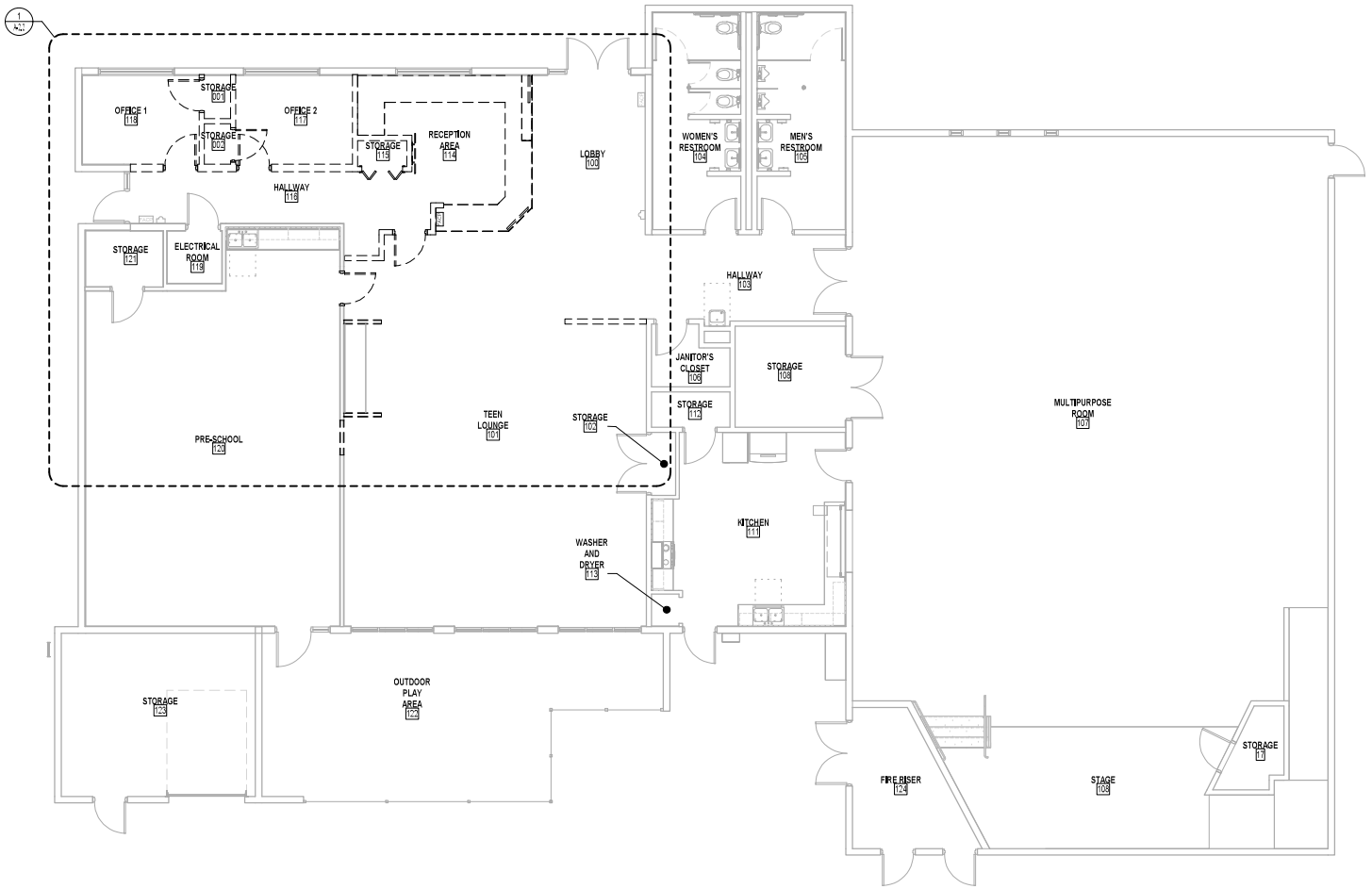
Wilmeng Construction, Inc.



NORTH

1 OVERALL DEMO PLAN
3/16" = 1'-0"

0' 4' 8' 16' 32'

LEGEND (DEMO FLOOR PLAN):

- EXISTING CMU WALLS TO REMAIN
- EXISTING CMU WALLS TO BE REMOVED
- NEW CMU WALLS
- EXISTING FRAME WALLS TO REMAIN
- EXISTING FRAME WALL TO BE REMOVED
- NEW FRAME WALLS

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BUILDING SAFETY
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1003 E EASON AVE
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NO.	REVISION	DATE

PROJECT NO.: 2023.078
DATE: 06/12/2024
DESIGNED BY: NA
DRAWN BY: JP
APPROVED BY: AR

SHEET TITLE:
ARCHITECTURAL DEMO PLAN

SHEET NUMBER:
A-2.0

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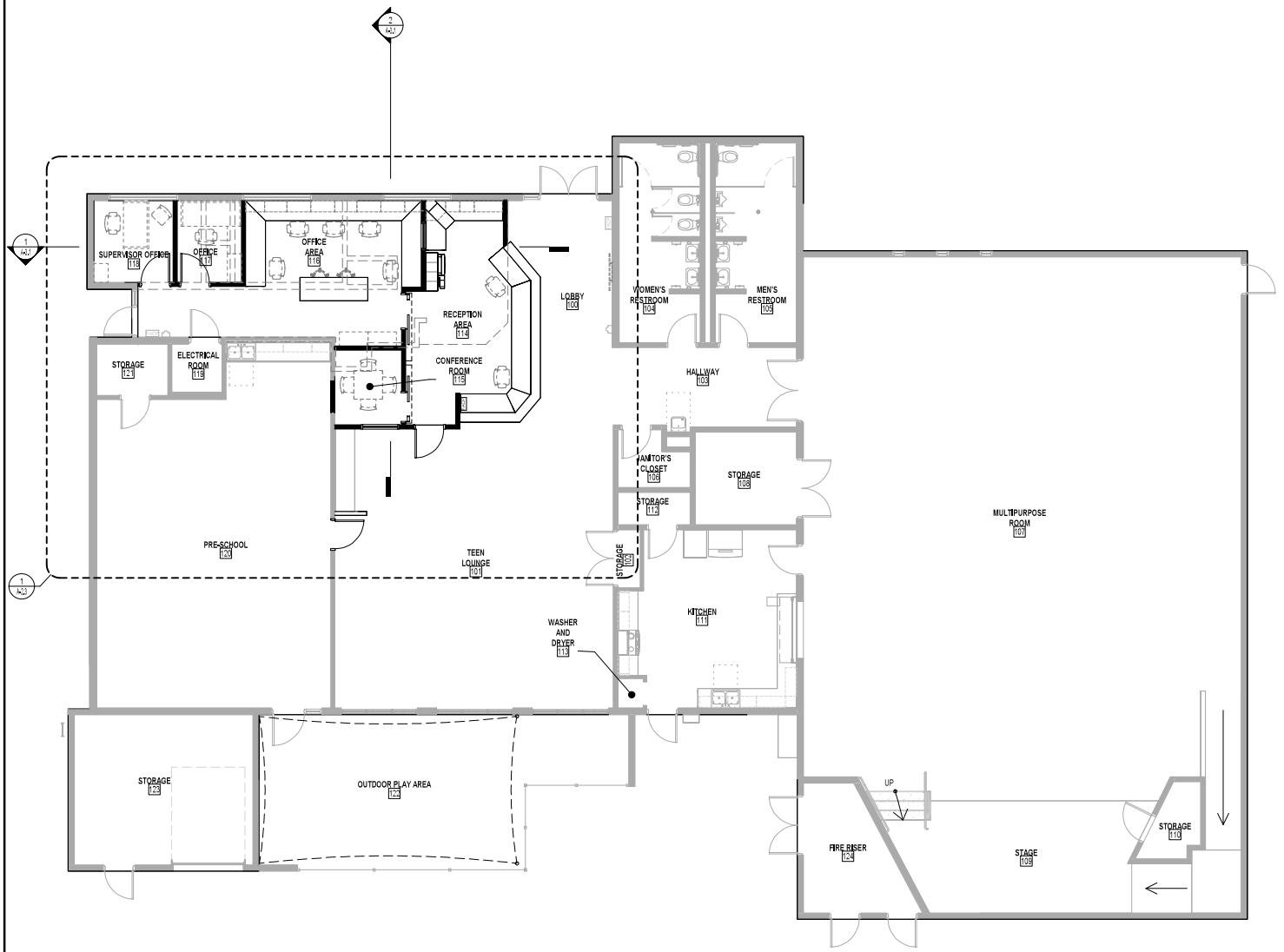
Dr. Saide Recreation Center Reconfiguration
Contract No. 2025085, DO #1
Wilmeng Construction, Inc.



1 OVERALL PLAN
3/16" = 1'-0"

GENERAL NOTES (FLOOR PLAN):

A. ANY CONTRACTOR/SUBCONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE THEMSELVES WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING CONSTRUCTION RESULTING DIRECTLY OR INDIRECTLY FROM THEIR OPERATIONS.
B. ANY REMOVAL OR DAMAGE TO EXISTING IMPROVEMENTS SHALL BE REPLACED OR REPAIRED BY CONTRACTOR AT THE CONTRACTOR'S EXPENSE AND SHALL BE APPROVED BY THE OWNER AND ARCHITECT.
C. ALL MATERIAL AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTIONS BY THE OWNER AND ARCHITECT. THE OWNER RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO INDUSTRY STANDARDS OR SPECIFICATIONS.
D. FLOOR AND WALL OPENINGS, SLEEVES, VARIATIONS IN THE STRUCTURAL SLAB ELEVATIONS, DEPRESSED AREAS AND ALL OTHER ARCHITECTURAL, MECHANICAL, ELECTRICAL AND CIVIL REQUIREMENTS MUST BE COORDINATED BY THE CONTRACTOR BEFORE THE CONTRACTOR PROCEEDS WITH CONSTRUCTION.
E. DETAILS MARKED "TYP" OR "TYPICAL" SHALL APPLY IN ALL CASES UNLESS SPECIFICALLY INDICATED OTHERWISE.
F. WHERE NO SPECIFIC DETAIL IS SHOWN, THE FRAMING OR CONSTRUCTION SHALL BE IDENTICAL OR SIMILAR TO THAT INDICATED FOR LIKE CASES OF CONSTRUCTION ON THE PROJECT.
G. DETAILS MARKED "SIM" OR "SIMILAR" MEANS COMPARABLE CHARACTERISTICS FOR THE CONDITIONS NOTED. VERIFY SIMILAR DIMENSIONS OR NOTES ON DRAWINGS.
H. PROVIDE WATER (MOISTURE) RESISTANT GYPSUM BOARD AT ALL TOILET ROOM PARTITIONS AND ROOMS CONTAINING SHOWERS THAT DO NOT HAVE TILE FINISHES, AT ALL AREAS RECEIVING A TILE FINISH. PROVIDE A CEMENT OR GYPSUM BACKERBOARD, UNLESS NOTED OTHERWISE.
I. SLOPE FLOOR TO DRAIN AT ALL LOCATIONS SHOWN ON ARCHITECTURAL AND PLUMBING DRAWINGS.
J. SLOPE ALL CONCRETE SIDEWALKS AWAY FROM EXTERIOR DOORS A MAXIMUM OF 2% TO PREVENT WATER FROM RUNNING OR BEING BLOWN UNDER DOORWAYS AND TO PREVENT STANDING WATER FROM ACCUMULATING IN FRONT OF DOORS.
K. ALIGN EXTERIOR FACE OF MASONRY WALLS WITH GRIDS
L. ALL EXPOSED INTERIOR FACES OF RIGID INSULATION SHALL RECEIVE (1) LAYER OF 5/8" GYPSUM WALLBOARD FOR FULL HEIGHT OF WALL. THIS INCLUDES ANY PLENUM SPACES.
M. ALL INTERIOR CONCRETE SLABS ON GRADE SHALL BE CONCRETE OVER VAPOR BARRIER OVER COMPACTED GRAVEL FILL.
N. DIMENSIONS:
- IN NO CASE SHALL WORKING DIMENSIONS BE SCALED FROM PLANS, SECTIONS, OR DETAILS ON DRAWINGS.
- ALL DIMENSIONS TO STUD PARTITIONS ARE TO THE FACE OF STUD UNLESS NOTED OTHERWISE.
- ALL ELEVATIONS ARE REFERENCED FROM TOP OF FINISH FLOOR BEING EQUAL TO 100'-0".
- ALL DIMENSIONS SHALL BE VERIFIED IN THE FIELD BEFORE PROCEEDING WITH WORK.
- DIMENSIONS ARE NOT ADJUSTABLE WITHOUT APPROVAL OF THE ARCHITECT IN WRITING.
- MINIMUM CLEARANCE AND OTHER DISABLED ACCESS DIMENSIONAL REQUIREMENTS SHALL TAKE PRECEDENCE IN ALL CASES. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
- DIMENSIONS AND GRAPHIC REPRESENTATIONS OCCURRING ON LARGER SCALED DRAWINGS SHALL TAKE PRECEDENCE OVER SMALLER SCALED DRAWINGS.

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PROJECT NO.: 2023.078
DATE: 06/12/2024
DESIGNED BY: NA
DRAWN BY: JP
APPROVED BY: AR

SHEET TITLE:
ARCHITECTURAL
OVERALL PLAN

SHEET NUMBER:
A-2.1

100% CONSTRUCTION DOCUMENTATION

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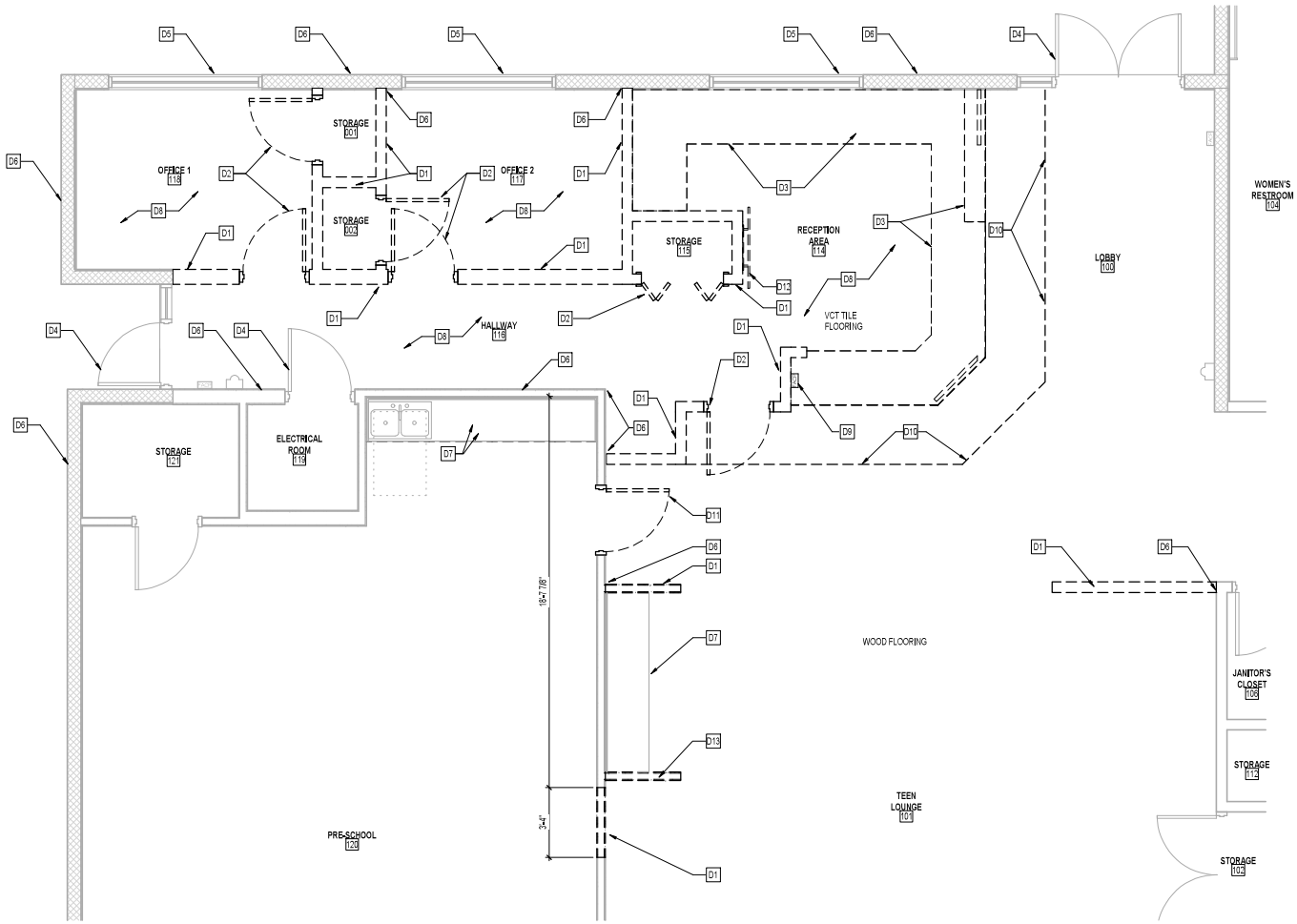
Dr. Saide Recreation Center Reconfiguration
Contract No. 2023085, DO #1
Wilmeng Construction, Inc.



1 EXISTING ADMINISTRATION OFFICE
3/8" = 1'-0"

0' 1'-4" 2'-8" 5'-4" 10'-8"

LEGEND (DEMO FLOOR PLAN):

- EXISTING CMU WALLS TO REMAIN
- EXISTING CMU WALLS TO BE REMOVED
- NEW CMU WALLS
- EXISTING FRAME WALLS TO REMAIN
- EXISTING FRAME WALL TO BE REMOVED
- NEW FRAME WALLS

D01 REFERENCE NOTES - DEMO FLOOR

NOTE: DEMOLITION FLOOR PLAN KEYNOTES LISTED BELOW ARE TYPICAL TO THE BUILDING AND MAY NOT BE APPLICABLE AND/OR REFERENCED ON ALL SHEETS.

TYPE	DESCRIPTION
D1	EXISTING WALL TO BE REMOVED. COMPLETELY REMOVE AND ABANDON ALL ELECTRICAL CONDUIT, SWITCHES, AND RECEPTACLE BOXES. CITY IT TO PULL UP EXISTING CABLING ON DEMO WALLS AND LEAVE 2X EXISTING CAT-6 DROPS ON NON-DEMO WALLS.
D2	EXISTING DOOR AND FRAME TO BE REMOVED, PROTECTED, AND SALVAGED FOR RE-USE.
D3	EXISTING CASEWORK TO BE REMOVED COMPLETELY. REMOVE TOP AND ALL BASE, REMOVE AND ABANDON ALL ELECTRICAL RECEPTACLES, JUNCTION BOXES, AND WIRING.
D4	EXISTING DOOR TO REMAIN.
D5	EXISTING EXTERIOR WINDOWS TO REMAIN.
D6	EXISTING WALLS TO REMAIN, PATCH AND REPAIR ANY DAMAGE FROM DEMO OF ADJACENT WALLS.
D7	EXISTING CASEWORK TO REMAIN.
D8	ALL VCT TILE FLOORING IN OFFICE AREA TO BE REMOVED. PREP SLAB FOR NEW FLOORING.
D9	EXISTING FIRE ALARM PANEL TO BE RELOCATED AND RECONNECTED PER NEW FLOOR PLAN LAYOUT.
D10	LINE OF EXISTING WOOD FLOOR TO BE REMOVED FOR NEW FLOORING AT NEW RECEPTION DESK. ALIGN WITH INSIDE FACE OF NEW WALL AND PROTECT EXISTING WOOD FLOOR FROM DAMAGE.
D11	DOOR PANEL AND FRAME TO BE REMOVED, PROTECTED, AND RELOCATED TO DASHED WALL NOTED AS D1
D12	EXISTING TV TO BE REMOVED, PROTECTED, AND SALVAGED FOR RE-USE.
D13	CUT WALL DOWN TO 30" TALL, PATCH AND REPAIR.

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CERTIFICATE NO. 33295
D. ALAN ROBERTS
ARIZONA U.S.A.

2nd Submittal
BLDCIP-24-0022

REVIEWED FOR CODE COMPLIANCE
08/07/2024
BUCKEYE, AZ
BUILDING SAFETY
BY: BRUCE TAIT

BUCKEYE DR. SAIDE RECREATIONAL CENTER
1003 E EASON AVE
BUCKEYE, AZ 85326

NO.	REVISION	DATE

PROJECT NO.: 2023.078
DATE: 06/12/2024
DESIGNED BY: NA
DRAWN BY: JP
APPROVED BY: AR

SHEET TITLE:
ARCHITECTURAL ENLARGED DEMO PLANS

SHEET NUMBER:
A-2.2

100% CONSTRUCTION DOCUMENTATION

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Dr. Saide Recreation Center Reconfiguration
Contract No. 2025085, DO #1
Wilmeng Construction, Inc.

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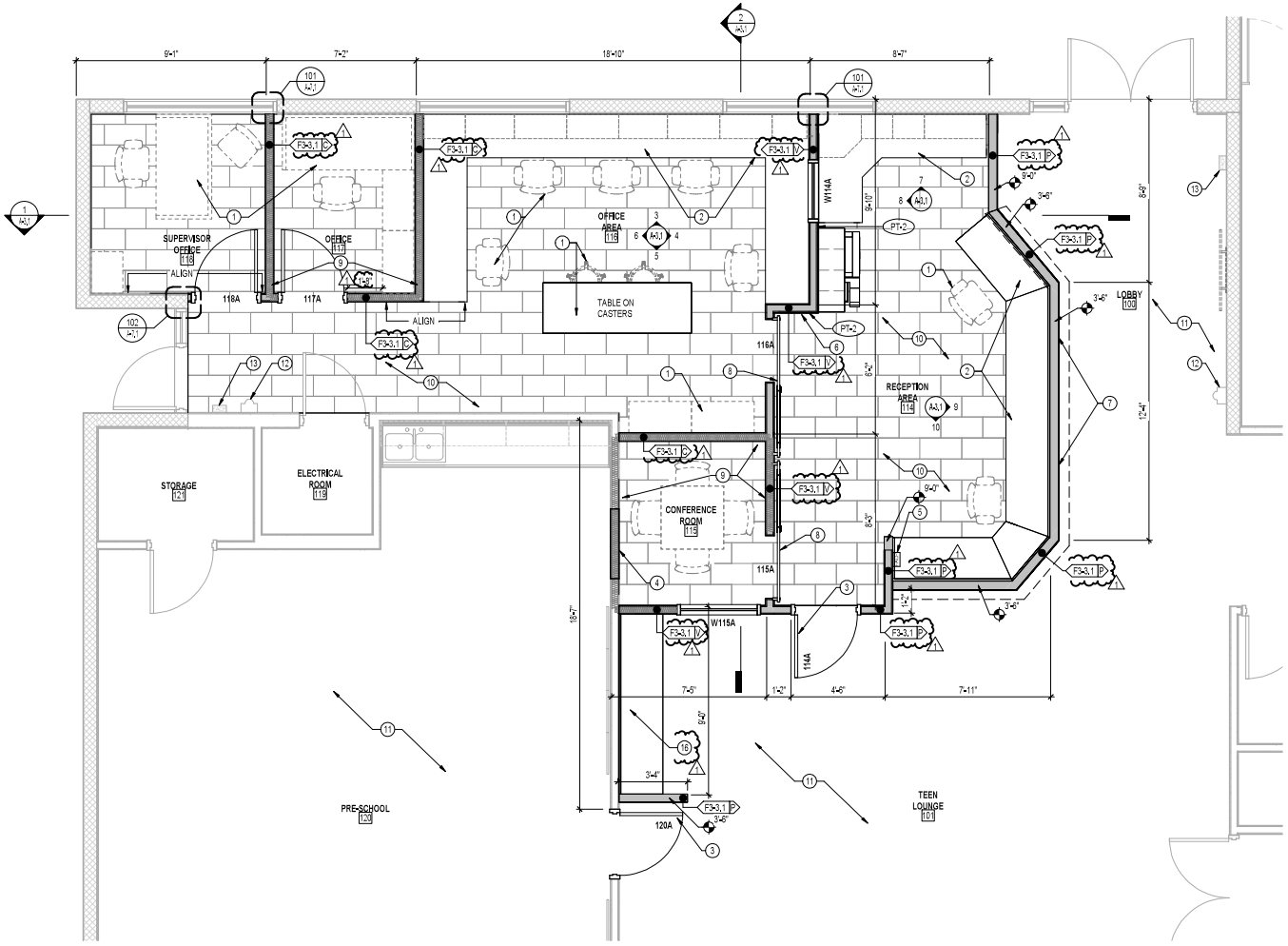

1 NEW ADMIN OFFICE - ENLARGED PLANS

3/8" = 1'-0"

NORTH

0' 1'-4" 2'-8" 5'-4" 10'-8"

LEGEND (NEW FLOOR PLAN):

- EXISTING CMU WALLS TO REMAIN
- EXISTING CMU WALLS TO BE REMOVED
- NEW CMU WALLS
- EXISTING FRAME WALLS TO REMAIN
- EXISTING FRAME WALL TO BE REMOVED
- NEW FRAME WALLS

LEGEND (FLOOR PLAN):

TB4x8 36 (H x W) — BOTTOM OF BOARD A.F.F.
4'H x 8'W TACKBOARD (TYPICAL U.N.O.)
MOUNT BOTTOM OF BOARD AT 36" A.F.F. U.N.O.
PROVIDE BACKING WITHIN WALL AS NEEDED.

WB4x8 36 (WITH TRAY) (H x W) — BOTTOM OF BOARD A.F.F.
4'H x 8'W WHITEBOARD (TYPICAL U.N.O.)
MOUNT BOTTOM OF BOARD AT 36" A.F.F. U.N.O.
PROVIDE BACKING WITHIN WALL AS NEEDED.

SURFACE-MOUNTED FIRE EXTINGUISHER CABINET

FURNITURE AND EQUIPMENT SHOWN AS DASHED IS NOT IN CONTRACT (N.I.C.)

REFERENCE NOTES - FLOOR

NOTE: FLOOR PLAN KEYNOTES LISTED BELOW ARE TYPICAL TO THE BUILDING AND MAY NOT BE APPLICABLE AND/OR REFERENCED ON ALL SHEETS.

TYPE	DESCRIPTION
1	PROPOSED FURNITURE - OWNER FURNISHED.
2	NEW BUILT-IN CASEWORK FRONT DESK. SEE SHOP DRAWINGS.
3	NEW SWINGING DOOR IN FRAME.
4	NEW WALL AT DOOR INFILL, PATCH, AND REPAIR BACK TO EXISTING, TEXTURE, AND PAINT.
5	RELOCATED FIRE ALARM PANEL. COORDINATE WITH FIRE ALARM INSTALL CONSULTANT. ADD "DRY C" CONTACT TO FACP TO ACCESS CONTROL PANEL FOR DOOR RELEASE DURING AN EVENT. CITY TO PULL WIRE.
6	NEW FRAME WALL, 3-5/8" STEEL STUDS AT 24" O.C. WITH 1/2" GYP WALL BOARD EACH SIDE, TEXTURE, AND PAINTED.
7	STEEL STUD FRAMED PONY WALL WITH GYP. WALL BOARD EACH SIDE, TEXTURED, AND PAINTED. TOP WITH 1"X6" HARDWOOD COPING, STAINED, AND SEALED. W/ 12" HIGH STAINLESS STEEL KICK ON CUSTOMER SIDE.
8	HORIZONTAL SLIDING BARN DOOR W/ SURFACE MOUNTED ROLLING HARDWARE - DOOR TO BE SELECTED BY ARCHITECT.
9	PROVIDE SOUND BATTS IN WALL WHERE SHOWN FOR SOUND CONTROL.
10	PROVIDE NEW 12"X24" LVT TILE - TILE TO BE SELECTED BY ARCHITECT.
11	EXISTING WOOD FLOOR TO REMAIN. PROTECT WOOD FLOOR DURING CONSTRUCTION.
12	EXISTING FIRE EXTINGUISHER TO REMAIN. PROTECT FIRE EXTINGUISHER DURING CONSTRUCTION.
13	EXISTING FIRE ALARM. PROTECT FIRE EXTINGUISHER AND ALL WIRINGS DURING CONSTRUCTION.
16	NEW COUNTERTOP TO MATCH LOBBY COUNTERTOP.

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2nd Submittal
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REVIEWED FOR CODE COMPLIANCE
08/07/2024
BUILDING SAFETY
BY: BRUCE TAIT

BUCKEYE DR. SAIDE RECREATIONAL CENTER
1003 E EASON AVE
BUCKEYE, AZ 85326

NO.	REVISION	DATE
1	1ST CITY COMMENT	07/31/24

PROJECT NO.: 2023.078
DATE: 08/12/2024
DESIGNED BY: NA
DRAWN BY: JP
APPROVED BY: AR

SHEET TITLE:
ARCHITECTURAL
NEW ADMIN. OFFICE - ENLARGED PLANS

SHEET NUMBER:
A-2.3

100% CONSTRUCTION DOCUMENTATION

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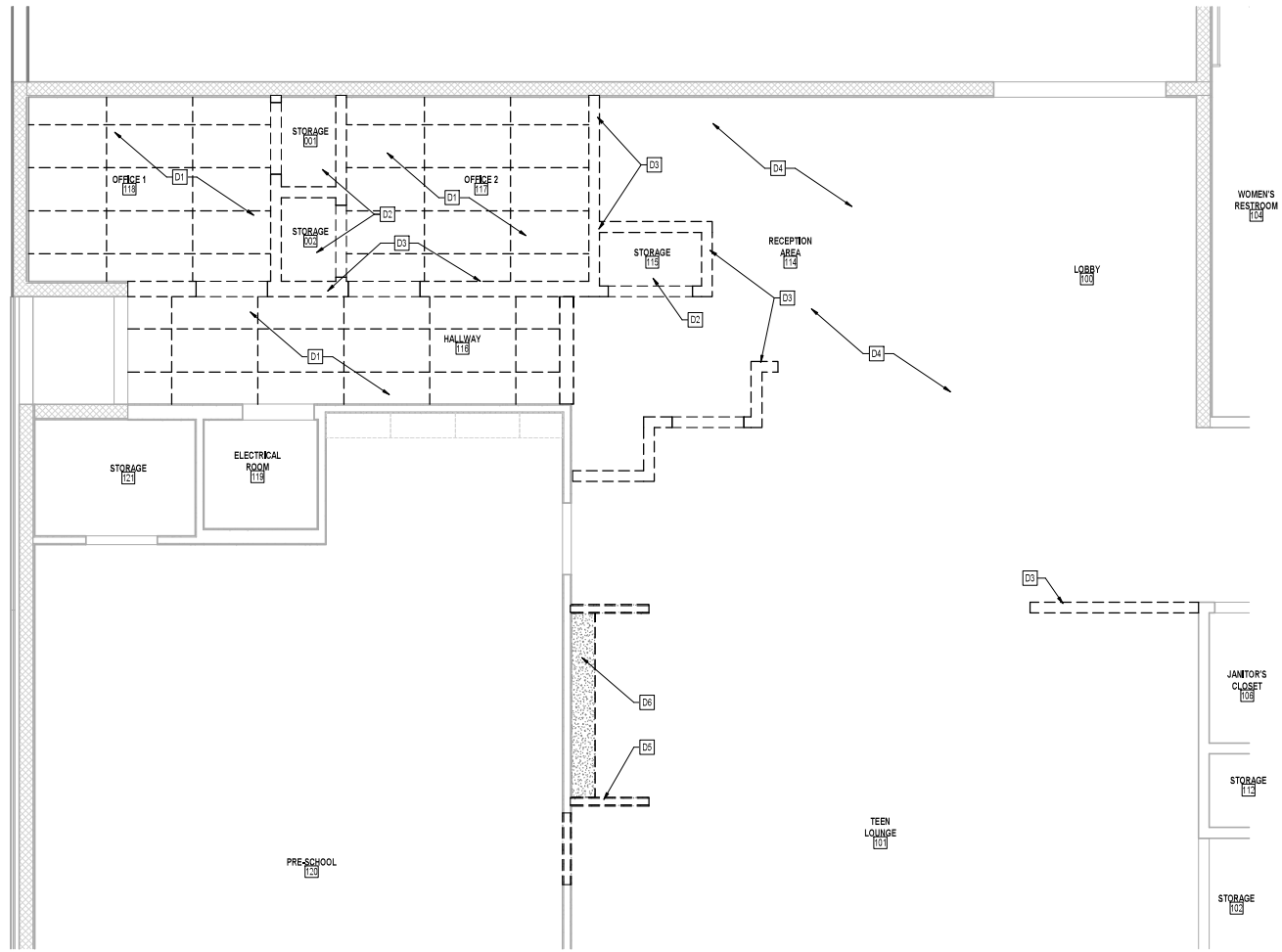
Dr. Saide Recreation Center Reconfiguration
Contract No. 2023085, DO #1
Wilmeng Construction, Inc.



NORTH

1 **ENLARGED DEMO RCP**
3/8" = 1'-0"

0' 4' 8' 16' 32'

CEILING EDGE PROFILE LEGEND:

ACT-1_

EDGE CONDITION:		EDGE PROFILE:
a	SQUARE LAY-IN	
b	SQUARE TEGULAR	
c	BEVELED TEGULAR	
d	ANGLED TEGULAR	

TYPE NUMBER:
SINGLE DIGIT TYPE NUMBER 1, 2, 3...

CEILING MATERIAL CODE:
ACT ACOUSTICAL CEILING TILE (EXAMPLE)
SEE CEILING & SOFFIT LEGEND FOR DESCRIPTIONS.

LEGEND (CEILING & SOFFIT TYPE):

ACT-1: REMOVED ACT TILES

GENERAL NOTES (CEILING PLAN):

A. DO NOT SCALE DRAWINGS.
B. NOT USED.
C. CEILING ELEVATIONS: ARE MEASURED FROM FINISH FLOOR DIRECTLY BELOW TO FACE OF FINISH UNLESS NOTED OTHERWISE.
D. SOFFIT DIMENSIONS ARE FROM FACE OF FINISH TO FACE OF FINISH.
E. SEE MECHANICAL & ELECTRICAL DRAWINGS FOR HVAC & LIGHTING FIXTURES.
F. ALL EXIT LIGHTS TO BE WALL MOUNTED, SEE ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
G. FOR CEILING PANEL SEISMIC BRACING SEE DETAILS
H. FOR GYPSUM BOARD CEILING SEISMIC BRACING SEE DETAILS
I. ACCESS PANELS TO BE PROVIDED IN HARD LID CEILINGS IF EQUIPMENT IS LOCATED ABOVE THE CEILING, NO ACCESS PANELS ARE TO BE PROVIDED IN TOILETS. ALTERNATE ACCESS NEEDS TO BE BROUGHT TO THE ARCHITECT'S ATTENTION.
J. SPRINKLER HEAD LAYOUT SHALL BE DETERMINED BY A LICENSED SPRINKLER CONTRACTOR. SPRINKLER HEAD LAYOUT TO BE APPROVED BY ARCHITECT PRIOR TO INSTALLATION.
K. SPRINKLER HEAD LOCATION TO BE CENTERED IN ACOUSTIC CEILING TILE GRID BOTH DIRECTIONS.

D01 REFERENCE NOTES - DEMO CEILING

NOTE: DEMOLITION REFLECTED CEILING PLAN KEYNOTES LISTED BELOW ARE TYPICAL TO THE BUILDING AND MAY NOT BE APPLICABLE AND/OR REFERENCED ON ALL SHEETS.

TYPE	DESCRIPTION
D1	EXISTING CEILING TO BE REMOVED. REMOVE ALL CEILING TILES AND T-BAR GRID. REMOVE LIGHT FIXTURES. TIE BACK HVAC DUCTWORK TO BE RE-USED IN NEW CONFIGURATION.
D2	REMOVE HARD LID CEILING IN THESE AREAS.
D3	EXISTING WALLS TO BE REMOVED COMPLETELY.
D4	EXISTING OPEN CEILING TO STRUCTURE TO REMAIN. REDISTRIBUTE HANGING LIGHT FIXTURES ACCORDING TO NEW LIGHTING PLAN.
D5	CUT WALL DOWN TO 30" TALL. PATCH AND REPAIR
D6	EXISTING SOFFIT TO BE REMOVED.

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2nd Submittal
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08/07/2024
BUCKEYE, AZ
BUILDING SAFETY
BY: BRUCE TAIT

BUCKEYE DR. SAIDE RECREATIONAL CENTER
1003 E EASON AVE
BUCKEYE, AZ 85326

NO.	REVISION	DATE

PROJECT NO.: 2023.078
DATE: 06/12/2024
DESIGNED BY: NA
DRAWN BY: JP
APPROVED BY: AR

SHEET TITLE:
ARCHITECTURAL
ENLARGED DEMO RCP

SHEET NUMBER:
A-2.4

100% CONSTRUCTION DOCUMENTATION

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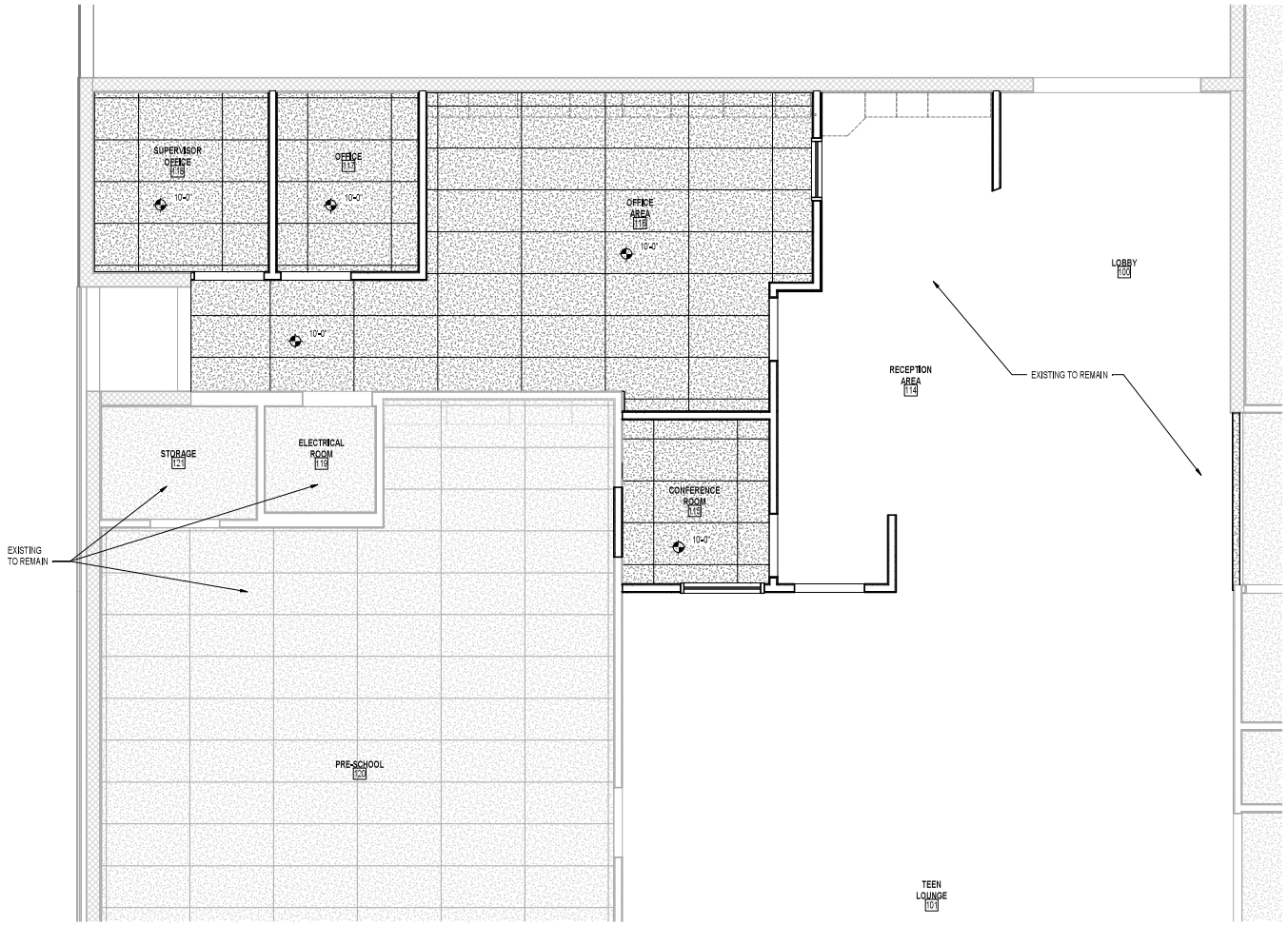
Dr. Saide Recreation Center Reconfiguration
Contract No. 2025085, DO #1
Wilmeng Construction, Inc.

21

345



NORTH

1 **ENLARGED NEW RCP**
3/8" = 1'-0"

0' 4' 8' 16' 32'

CEILING EDGE PROFILE LEGEND:

ACT-1_

EDGE CONDITION:		EDGE PROFILE:
a	SQUARE LAY-IN	
b	SQUARE TEGULAR	
c	BEVELED TEGULAR	
d	ANGLED TEGULAR	

TYPE NUMBER:
SINGLE DIGIT TYPE NUMBER 1, 2, 3...

CEILING MATERIAL CODE:
ACT ACOUSTICAL CEILING TILE (EXAMPLE)
SEE CEILING & SOFFIT LEGEND FOR DESCRIPTIONS.

LEGEND (CEILING & SOFFIT TYPE):

ACT-1: 2'x4' ACOUSTICAL CEILING TILE
STYLE: SMOOTH
COLOR: WHITE

GENERAL NOTES (CEILING PLAN):

A. DO NOT SCALE DRAWINGS.
B. NOT USED.
C. CEILING ELEVATIONS: ARE MEASURED FROM FINISH FLOOR DIRECTLY BELOW TO FACE OF FINISH UNLESS NOTED OTHERWISE.
D. SOFFIT DIMENSIONS ARE FROM FACE OF FINISH TO FACE OF FINISH.
E. SEE MECHANICAL & ELECTRICAL DRAWINGS FOR HVAC & LIGHTING FIXTURES.
F. ALL EXIT LIGHTS TO BE WALL MOUNTED, SEE ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
G. FOR CEILING PANEL SEISMIC BRACING SEE DETAILS
H. FOR GYPSUM BOARD CEILING SEISMIC BRACING SEE DETAILS
I. ACCESS PANELS TO BE PROVIDED IN HARD LID CEILINGS IF EQUIPMENT IS LOCATED ABOVE THE CEILING, NO ACCESS PANELS ARE TO BE PROVIDED IN TOILETS. ALTERNATE ACCESS NEEDS TO BE BROUGHT TO THE ARCHITECT'S ATTENTION.
J. SPRINKLER HEAD LAYOUT SHALL BE DETERMINED BY A LICENSED SPRINKLER CONTRACTOR. SPRINKLER HEAD LAYOUT TO BE APPROVED BY ARCHITECT PRIOR TO INSTALLATION.
K. SPRINKLER HEAD LOCATION TO BE CENTERED IN ACOUSTIC CEILING TILE GRID BOTH DIRECTIONS.
L. SUSPENDED ACOUSTICAL CEILING SYSTEMS SHALL BE INSTALLED WITH THE PROVISIONS OF ASTM C635 AND ASTM C636.
M. INSULATION IS REQUIRED IN ROOM'S 115, 116, 117, AND 118.

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BY: BRUCE TAIT

BUCKEYE DR. SAIDE RECREATIONAL CENTER
1003 E EASON AVE
BUCKEYE, AZ 85326

NO.	REVISION	DATE
1	1ST CITY COMMENT	07/31/24

PROJECT NO.: 2023.078
DATE: 06/12/2024
DESIGNED BY: NA
DRAWN BY: JP
APPROVED BY: AR

SHEET TITLE:
ARCHITECTURAL
ENLARGED NEW RCP

SHEET NUMBER:
A-2.5

100% CONSTRUCTION DOCUMENTATION

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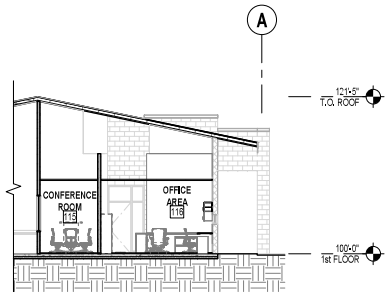
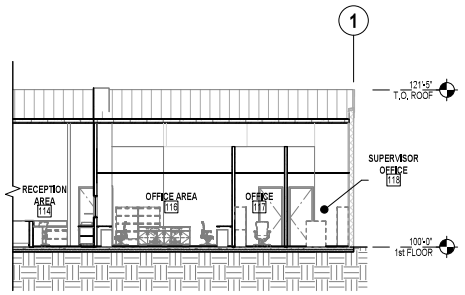
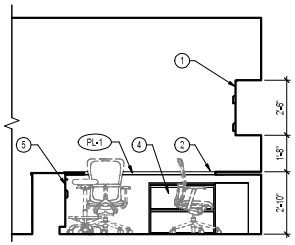
Dr. Saide Recreation Center Reconfiguration
Contract No. 2025085, DO #1
Wilmeng Construction, Inc.



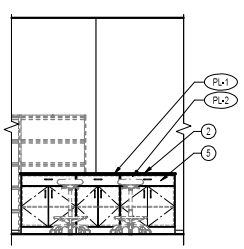
2 BUILDING SECTION - NS 1
1/8" = 1'-0"



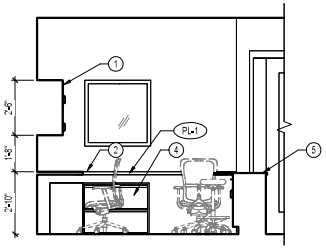
1 BUILDING SECTION - EW 1
1/8" = 1'-0"



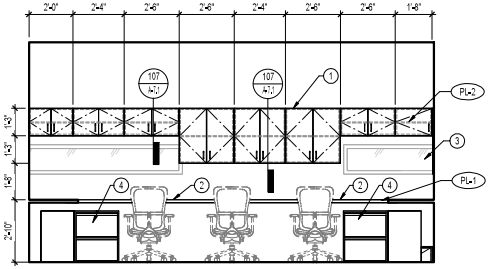
6 116 OFFICE AREA - WEST
3/8" = 1'-0"



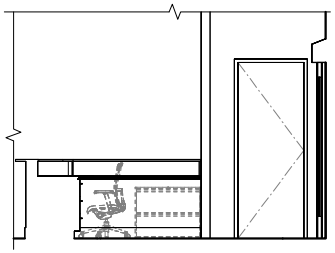
5 116 OFFICE AREA - SOUTH
3/8" = 1'-0"



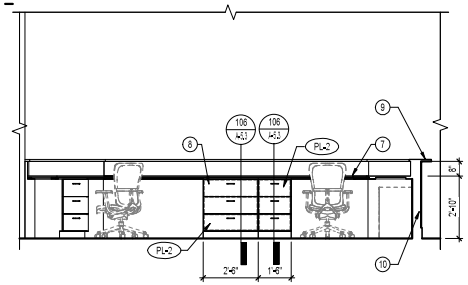
4 116 OFFICE AREA - EAST
3/8" = 1'-0"



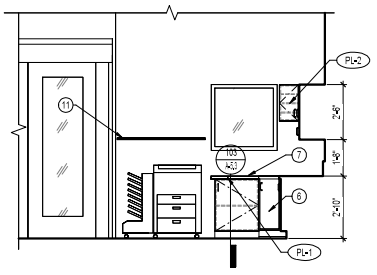
3 116 OFFICE AREA - NORTH
3/8" = 1'-0"



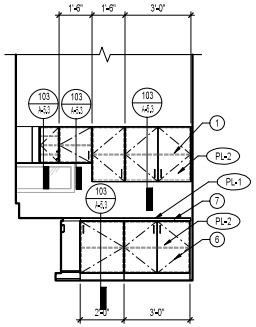
10 114 RECEPTION AREA - SOUTH
3/8" = 1'-0"



9 114 RECEPTION AREA - EAST
3/8" = 1'-0"



8 114 RECEPTION AREA - WEST
3/8" = 1'-0"



7 114 RECEPTION AREA - NORTH
3/8" = 1'-0"

REFERENCE NOTES - ELEVATION

NOTE: ELEVATION KEYNOTES LISTED BELOW ARE TYPICAL TO THE BUILDING AND MAY NOT BE APPLICABLE AND/OR REFERENCED ON ALL SHEETS.

TYPE	DESCRIPTION
1	WALL CABINET, TYP.
2	SOLID SURFACE COUNTEROP
3	EXISTING WINDOW
4	2 DRAWER LATERAL FILE CABINET
5	DOUBLE DOOR BASE CABINET WITH ADJUSTABLE SHELVES AND ONE FULL WIDTH DRAWER
6	DOUBLE DOOR BASE CABINET WITH ADJUSTABLE SHELVES
7	SOLID SURFACE COUNTEROP WITH 4" BACKSPLASH
8	3 DRAWER BASE CABINET
9	1"x12" HARDWOOD COPING, STAINED AND SEALED.
10	STEEL STUD FRAMED PONY WALL WITH GYP WALL BOARD EACH SIDE, TEXTURED AND PAINTED, TOP AT 42" AFF
11	1 TIER SHELF

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BUCKEYE, AZ
BUILDING SAFETY
BY: BRUCE TAIT

BUCKEYE DR. SAIDE RECREATIONAL CENTER
1003 E EASON AVE
BUCKEYE, AZ 85326

NO.	REVISION	DATE

PROJECT NO.: 2023.078
DATE: 06/12/2024
DESIGNED BY: NA
DRAWN BY: JP
APPROVED BY: AR

SHEET TITLE:
ARCHITECTURAL SECTIONS AND INTERIOR ELEVATIONS

SHEET NUMBER:
A-3.1

100% CONSTRUCTION DOCUMENTATION

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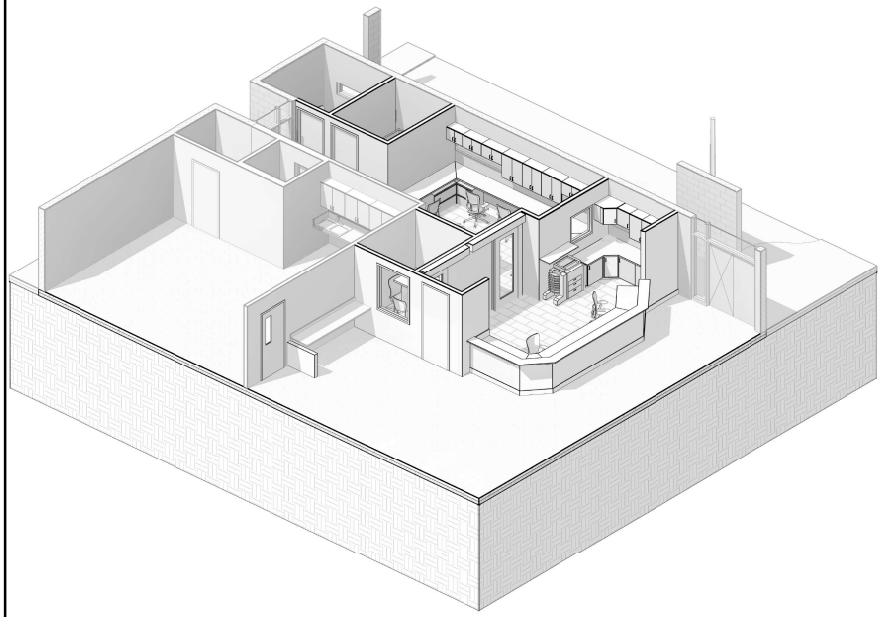
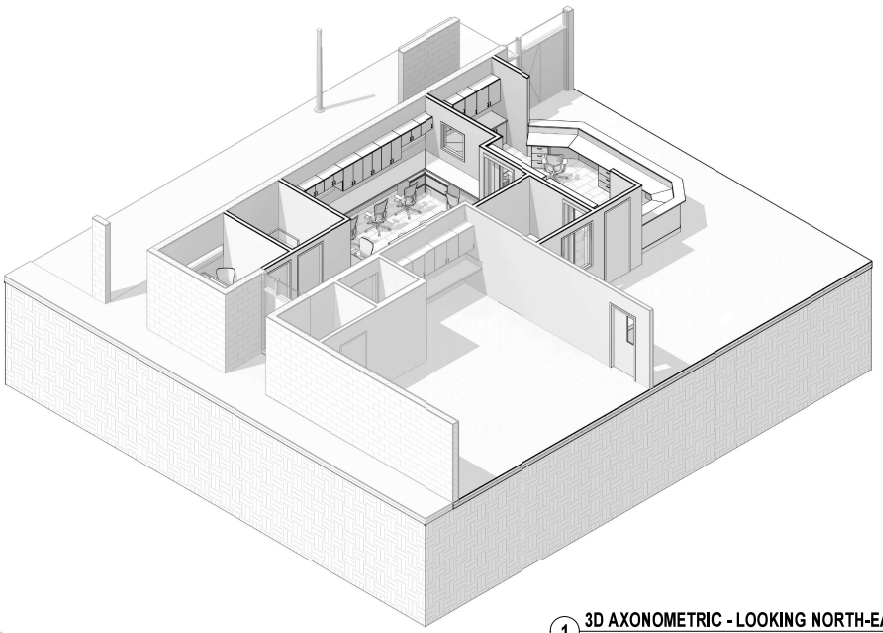
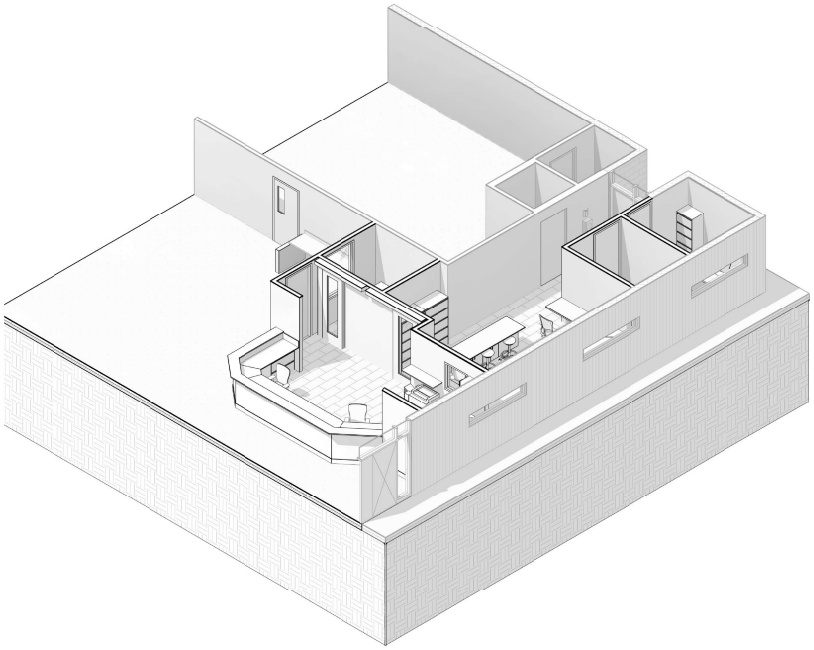


3 3D AXONOMETRIC - LOOKING NORTH-WEST



1 3D AXONOMETRIC - LOOKING NORTH-EAST



2 3D AXONOMETRIC - LOOKING SOUTH-WEST

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REGISTERED PROFESSIONAL ARCHITECT
CERTIFICATE NO. 33295
D. ALAN ROBERTS
ARIZONA U.S.A.

2nd Submittal
BLDCIP-24-0022

REVIEWED FOR CODE COMPLIANCE
08/07/2024
BUCKEYE, AZ
BUILDING SAFETY
BY: BRUCE TAIT

BUCKEYE DR. SAIDE RECREATIONAL CENTER
1003 E EASON AVE
BUCKEYE, AZ 85326

NO.	REVISION	DATE

PROJECT NO.: 2023.078
DATE: 06/12/2024
DESIGNED BY: NA
DRAWN BY: JP
APPROVED BY: AR

SHEET TITLE:
ARCHITECTURAL
3D AXONOMETRIC

SHEET NUMBER:
A-4.1

100% CONSTRUCTION DOCUMENTATION

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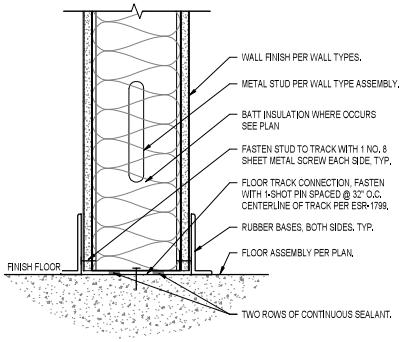
6/11/2024 10:50:10 AM

Dr. Saide Recreation Center Reconfiguration
Contract No. 2025085, DO #1
Willmeng Construction, Inc.

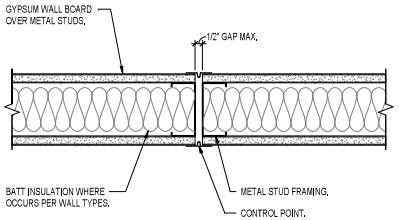
24

348

NOTE:
FOR USE AT TYPICAL WALL PARTITIONS.



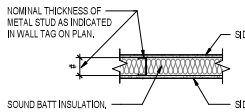
07 WALL SILL TERMINATION, TYPICAL



NOTE:
INSTALL PER MANUFACTURE'S RECOMMENDATION NOT TO EXCEED 30'-0" LF

04 GYPSUM BOARD CONTROL JOINT (NON-RATED)

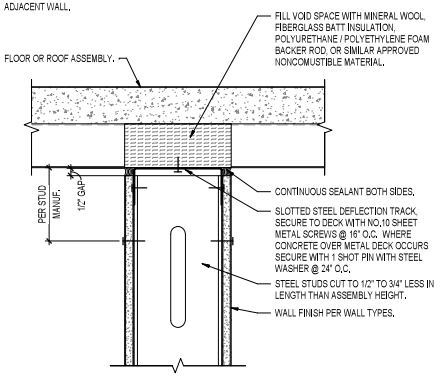
INTERIOR NON-BEARING FRAMED METAL STUD WALL PARTITION



TYPE	LAYER(S)	NOTE	FIRE RATING	UL ASSEMBLY (UL ASSEMBLY NO.)	STC RATING (STC NO.)	BALLISTIC RATING (UL LEVEL NO.)	SECURITY LEVEL (LEVEL)
	WALL ASSEMBLY						
F#-3,1	(A) 5/8" GYPSUM BOARD		NR	-	-	-	-
	(B) 5/8" GYPSUM BOARD						

NOTE:
LIMITING HEIGHTS BASED ON STEEL STUD MANUFACTURER'S ASSOCIATION GUIDELINES 2012 ICC ESR NO. 3064P AND IN COMPLIANCE WITH 2012 IBC ASTM C754 FOR STUDS AND RUNNERS.

STUDS FOR FURRED WALL PARTITIONS WHICH EXCEED 12'-0" IN HEIGHT REQUIRE MID-HEIGHT BRACE TO ADJACENT WALL.



HEAD PERPENDICULAR TO DECK

NOTE:
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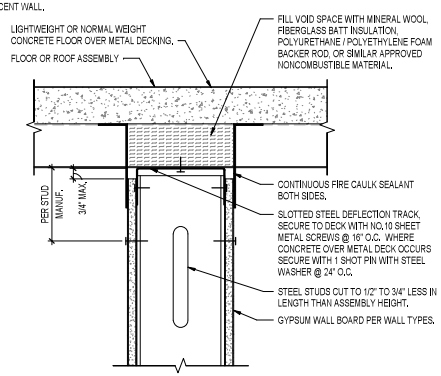
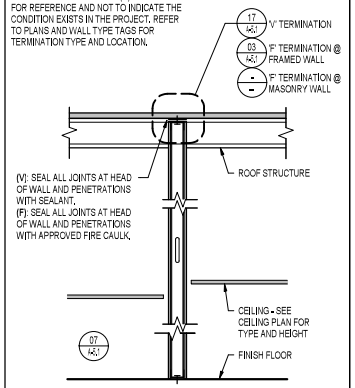


HEAD PERPENDICULAR TO DECK

(V & F) TERMINATION

NOTE:
ALL POSSIBLE TERMINATION(S) ARE SHOWN FOR REFERENCE AND NOT TO INDICATE THE CONDITION EXISTS IN THE PROJECT. REFER TO PLANS AND WALL TYPE TAGS FOR TERMINATION TYPE AND LOCATION.



(P) TERMINATION

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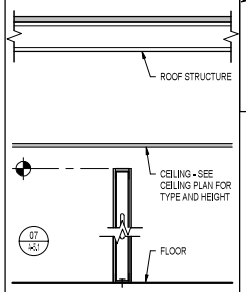
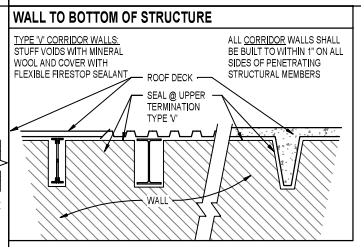
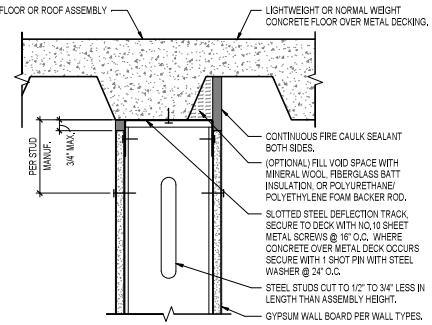


WALL TO BOTTOM OF STRUCTURE





HEAD PARALLEL TO DECK

03 WALL TERMINATION 'F' - UL SYSTEM NO. HW-D-0184

WALL TYPE TAG LEGEND

X#-#.# X

- UPPER TERMINATION OF WALL: SEE WALL TAG UPPER TERMINATION LEGEND
- VARIATION NUMBER: 1, 2, 3 . . .
- SEQUENCE NUMBER: 1, 2, 3 . . .
- NOMINAL THICKNESS OF PRIMARY WALL STRUCTURE: NEAREST 1 INCH INCREMENT OF CORE WALL TYPE.
- WALL TYPE:
  - M = MASONRY
  - F = FRAME WALL (METAL OR WOOD)
  - C = CONCRETE
  - H = HYBRID
  - K = FREEZER PANEL

WALL TAG UPPER TERMINATION LEGEND

X — UPPER TERMINATION OF WALL:	PICTOGRAM
B = TO BOTTOM OF CEILING: WALL EXTENDS TO UNDERSIDE OF CEILING, TERMINATE WITH "J" MOLD AT GYPSUM BOARD WALLS.	STRUCT ABOVE SEE TYP
C = ABOVE HIGHEST CEILING: WALLS WILL TERMINATE AT A MINIMUM OF 4" ABOVE HIGHEST ADJOINING CEILING UNLESS NOTED OTHERWISE ON PLAN. TERMINATE 1 FULL COURSE ABOVE AT MASONRY WALLS.	
J = JUST ONE SIDE TO BOTTOM OF STRUCTURE: WALL WILL TERMINATE TO BOTTOM OF ROOF DECK ONE SIDE & THE OTHER SIDE SHALL TERMINATE AT A MINIMUM OF 4" ABOVE HIGHEST ADJOINING CEILING UNLESS NOTED OTHERWISE ON PLAN. TERMINATE 1 FULL COURSE ABOVE AT MASONRY WALLS.	
N = NO SIDES TO BOTTOM OF STRUCTURE: WALLS WILL TERMINATE AT A MINIMUM OF 4" ABOVE HIGHEST ADJOINING CEILING UNLESS NOTED OTHERWISE ON PLAN. TERMINATE 1 FULL COURSE ABOVE AT MASONRY WALLS.	
P = PARTIAL HEIGHT WALL, REFER TO PLANS:	
S = TO BOTTOM OF STRUCTURE: WALLS WILL TERMINATE TO BOTTOM OF ROOF DECK.	
V = TO BOTTOM OF STRUCTURE AND VAPOR TIGHT / SMOKE SEAL: WALLS WILL TERMINATE TO BOTTOM OF ROOF DECK WITH CONTINUOUS SEALANT JOINT.	
F = TO BOTTOM OF STRUCTURE AND FIRE-RATED JOINT CONDITION: WALLS WILL TERMINATE TO BOTTOM OF ROOF DECK AND BE SEALED WITH MINERAL WOOL AND FIRESTOP JOINT SEALANT. REFER TO TOP OF WALL DETAILS.	
X = SPECIAL CONDITION; REFER TO BUILDING AND WALL SECTIONS:	NA

WALL TYPE NOMINAL THICKNESS LEGEND

FRAME METAL STUD:			FRAME WOOD STUD:		
F0	=	7/8"	F1	=	3/4"
F1	=	1-5/8"	F2	=	1-1/2"
F2	=	2-1/2"	F3	=	2-1/2"
F3	=	3-5/8"	F4	=	3-1/2"
F4	=	4"	F6	=	5-1/2"
F6	=	6"	F8	=	7-1/4"
F8	=	8"	F10	=	9-1/4"
F10	=	10"	F12	=	11-1/4"
F12	=	12"			

WALL TYPE GRAPHICS LEGEND

♥ INDICATES SIDE OF WALL WITH SPECIAL CONDITION, REFER TO FLOOR PLANS FOR ROOM SIDE THAT SPECIAL CONDITION IS TO BE LOCATED ON.

FIRE-RATED WALLS:
NR = NOT RATED
1-HR = 1 HOUR RATED
2-HR = 2 HOUR RATED
3-HR = 3 HOUR RATED
4-HR = 4 HOUR RATED
U### = UNDERWRITERS LABORATORIES (UL) LISTING FOR TESTED ASSEMBLY

STC-RATED WALLS:
STC = SOUND TRANSMISSION COEFFICIENT
GA = GYPSUM ASSOCIATION
WP### = GYPSUM ASSOCIATION FILE NUMBER

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PROJECT NO.: 2023.078
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DESIGNED BY: NA
DRAWN BY: JP
APPROVED BY: AR

SHEET TITLE:
ARCHITECTURAL WALL TYPES AND DETAILS

SHEET NUMBER:
A-5.1

100% CONSTRUCTION DOCUMENTATION

DOOR & FRAME SCHEDULE - SETS

DOOR NUMBER	DOOR: PAIR OF DOORS	DOOR: DOOR PANEL TYPE: PRIMARY DOOR TYPE	DOOR: DOOR PANEL TYPE: SECONDARY DOOR TYPE	DOOR: SIZE: WIDTH	DOOR: SIZE: HEIGHT	DOOR: SIZE: THICKNESS	DOOR: SIZE: UNDER CUT	DOOR: CONSTRUCTION: MATERIAL	DOOR: CONSTRUCTION: GAUGE	DOOR: CONSTRUCTION: FINISH	DOOR: CONSTRUCTION: GLAZING TYPE	DOOR: CONSTRUCTION: GLAZED FROM SIDE	FRAME TYPE	FRAME: CONSTRUCTION: FRAME DEPTH	FRAME: CONSTRUCTION: MATERIAL	FRAME: CONSTRUCTION: GAUGE	FRAME: CONSTRUCTION: FINISH	FRAME: CONSTRUCTION: GLAZING TYPE	FRAME: CONSTRUCTION: GLAZED FROM SIDE	FRAME: CONSTRUCTION: FRAME ANCHOR TYPE	FRAME: CONSTRUCTION: FRAME PROFILE	RATING: FIRE RATING (MINUTES)	RATING: STC RATING	RATING: UL BALLISTIC LEVEL	OPTIONS: REQUEST FOR EXIT	OPTIONS: DOOR POSITION MONITOR	OPTIONS: BOLT LOCK MONITOR	OPTIONS: EXIT DEVICE	OPTIONS: DELAYED EGRESS	OPTIONS: INTERLOCKED DOOR	OPTIONS: CARD READER	OPTIONS: INTERCOM	OPTIONS: AUTOMATIC OPERATOR	OPTIONS: HOLD OPEN	OPTIONS: FAIL SECURE	OPTIONS: 1/2 CYCLE	OPTIONS: EMERGENCY LATCH HOLD BACK	DETAILS: HEAD	DETAILS: JAMB	DETAILS: SILL	KEYING: KEY TYPE	KEYING: KEY SIDE	KEYING: KEY CODE	HARDWARE SET	COMMENTS
114A		F : 1	-	3'-0"	8'-0"	1 3/4"	1/2"	WD	20	LM	-	-	F01A	6"	HM	20	PT	-	-	MS	D																		108/A-5.3	105/A-5.3					1,0	1
115A		FG : 1	-	3'-0"	7'-0"	1 3/4"	1/2"	WD	20	WV	G-01	-	F02A	6"	PCS	20	PT	-	-	-	N																							2,0	1,2
116A		FG : 1	-	3'-0"	7'-0"	1 3/4"	1/2"	WD	20	WV	G-01	-	F02A	6"	PCS	20	PT	-	-	-	N																							2,0	1,2
117A		F : 1	-	3'-0"	8'-0"	1 3/4"	1/2"	WD	20	LM	-	-	F01A	6"	HM	20	PT	-	-	MS	D																		108/A-5.3	105/A-5.3					1,0	1
118A		F : 1	-	3'-0"	8'-0"	1 3/4"	1/2"	WD	20	LM	-	-	F01A	6"	HM	20	PT	-	-	MS	D																		108/A-5.3	105/A-5.3					1,0	1
120A		M : 5	-	3'-0"	7'-0"	1 3/4"	1/2"	WD	20	LM	G-01	-	F01A	6"	HM	20	PT	-	-	MS	D																		108/A-5.3	105/A-5.3					1,0	1, 2

DOOR HARDWARE SETS

SET 1,0

3	MORTISE HINGE	CB179 (INTERIOR DOORS)	652
1	LOCKSET	9K3-7IN15D (INTRUDER)	626
1	DOOR STOP (TRIMCO)	1270CV/CX WALL STOP (INTERIOR)	626
1	KICK PLATE	K0050 10" X 2" LDW X.050" THICK X BAE X CSK AT SINGLE DOORS AND PAIR OF DOORS WITH A MULLION	630

SET 2,0

1	SLIDING BARN DOOR FLAT TRACK	CLFT-4-BL	PCS

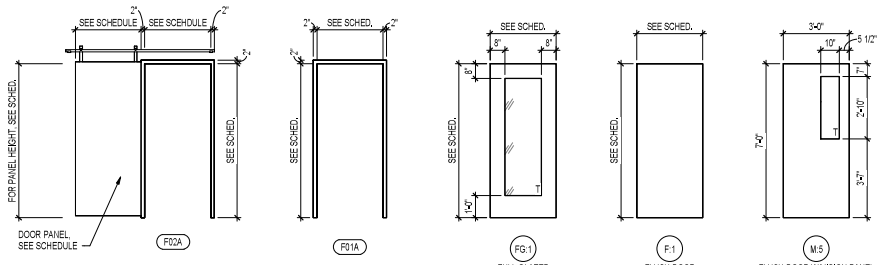
SLIDING BARN DOOR SPECS

SLIDING TRACK

MANUFACTURER: BARRON DESIGNS
MODEL: CLFT-4-BL
MATERIAL: POWDER COATED STEEL
FINISH: PAINT (BLACK)
SIZE: 6'-0" WIDE TRACK

DOOR PANEL

MANUFACTURER: VT INDUSTRIES
MODEL: HERITAGE COLLECTION
FINISH: WHITE VENEER
SIZE: SEE DOOR SCHEDULE
COLOR: CLEAR, CL18
SPECIES: WHITE OAK



DOOR FRAME TYPE LEGEND

DOOR TYPES

WINDOW SCHEDULE

WINDOW NUMBER	WINDOW TYPE	DIMENSIONS: WIDTH	DIMENSIONS: HEIGHT	DIMENSIONS: SILL HEIGHT	DIMENSIONS: FRAME DEPTH	CONSTRUCTION: FRAME MATERIAL	CONSTRUCTION: GAUGE	CONSTRUCTION: FINISH	CONSTRUCTION: GLAZING TYPE	CONSTRUCTION: GLAZED FROM SIDE	CONSTRUCTION: FRAME ANCHOR TYPE	CONSTRUCTION: FRAME PROFILE	RATINGS: FIRE RATING (Minutes)	RATINGS: STC RATING	RATINGS: UL BALLISTIC LEVEL	DETAILS: HEAD	DETAILS: JAMB	DETAILS: SILL	OPTIONS: MINI BLINDS	OPTIONS: ROLLER SHADES	OPTIONS: WINDOW FILM	OPTIONS: STEEL BARS	COMMENTS
W114A	WF01A	3'-0"	3'-0"	4'-0"	6"	AL	20	AN	G-01	-	MS	D				103/A-5.3	106/A-5.3	109/A-5.3					2
W115A	WF01A	4'-0"	5'-0"	3'-0"	6"	AL	20	AN	G-01	-	MS	D				103/A-5.3	106/A-5.3	109/A-5.3					1, 2

GLAZING TYPES SCHEDULE

TYPE	ASSEMBLY DESCRIPTION	THICKNESS	COMMENTS
G-01	1/4" CLEAR TEMPERED GLASS	1/4"	

(P) TERMINATION

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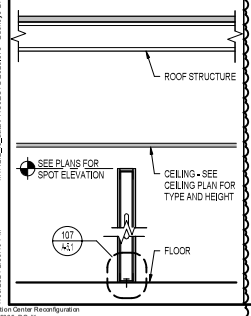

(V & F) TERMINATION

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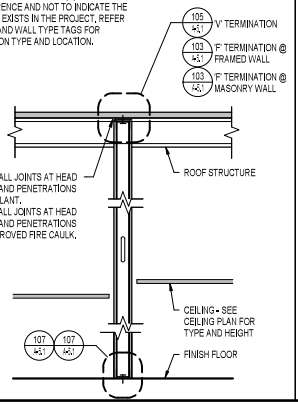

(C) TERMINATION

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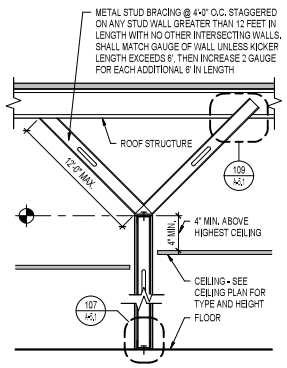
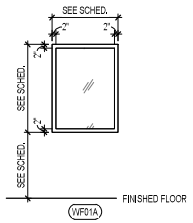




WINDOW FRAME TYPE LEGEND

DOOR & WINDOW ABBREVIATIONS:

MATERIAL LEGEND:

AL	ALUMINUM
CM	COMPOSITE
FB	FIBERGLASS
GL	GLASS
HM	HOLLOW METAL
SS	STAINLESS STEEL
STL	STEEL
VN	VINYL
WD	WOOD
PCS	POWDER COATED STEEL

FINISH LEGEND:
NOTE: REFER TO FINISH LEGEND FOR SPECIFIC INFO.

AN	ANODIZED
GV	GALVANIZED
LM	LAMINATE
MF	MANUFACTURED APPLIED FINISH
PR	PRIMED
PT	PAINT
ST	STAINED
WV	WOOD VENEER

GLAZED FROM SIDE:

H	HINGE SIDE
S	STOP SIDE
EXT	EXTERIOR
###	ROOM NUMBER OF GLAZED SIDE

FRAME PROFILE:

S	SINGLE RABBET
D	DOUBLE RABBET
C	CHANNEL
A	ALUMINUM EXTRUSION FRAME
N	NO FRAME IN ROUGH OPENING, MANUFACTURE ITEM, OR PURCHASE ITEM.
Q	SEE DOOR OR WINDOW DETAILS FOR SPECIAL CONDITION FRAME PROFILES.

KEY SIDE:

H	HINGE SIDE
S	STOP SIDE
H/S	HINGE SIDE & STOP SIDE

GENERAL:

- NONE/NOT APPLICABLE

GENERAL REFERENCE NOTES:

- FRAME ANCHOR TYPE:
  - REFER TO FRAME ANCHOR TYPES ON SHEET A5.3
- FRAME PROFILE TYPE:
  - REFER TO FRAME PROFILE TYPES ON SHEET A5.3

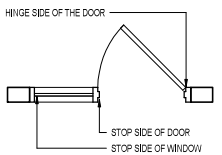
DOOR & FRAME COMMENTS:

1. REPLACE EXISTING DOORS WITH NEW DOORS.
2. ONE WAY GLASS.

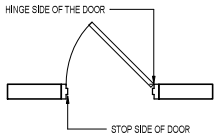
WINDOW COMMENTS:

1. SAFETY GLAZING REQUIRED PER 2018 IBC 2406.4.2
2. ONE WAY GLASS.

HINGE SIDE / STOP SIDE GRAPHIC:



DOOR WITH SIDELIGHT DIAGRAM



DOOR DIAGRAM

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3003 North Central Ave, Suite 2400
Phoenix, Arizona 85012
Telephone: (602) 279-4373
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ARIZONA U.S.A.

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BY: BRUCE TAIT

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NO.	REVISION	DATE
1	1ST CITY COMMENT	07/31/24

PROJECT NO.: 2023.078
DATE: 08/12/2024
DESIGNED BY: NA
DRAWN BY: JP
APPROVED BY: AR

SHEET TITLE:
ARCHITECTURAL DOOR & WINDOW PANEL, FRAME, & SCHEDULE & WALL TERMINATION DETAILS

SHEET NUMBER:
A-5.2

100% CONSTRUCTION DOCUMENTATION

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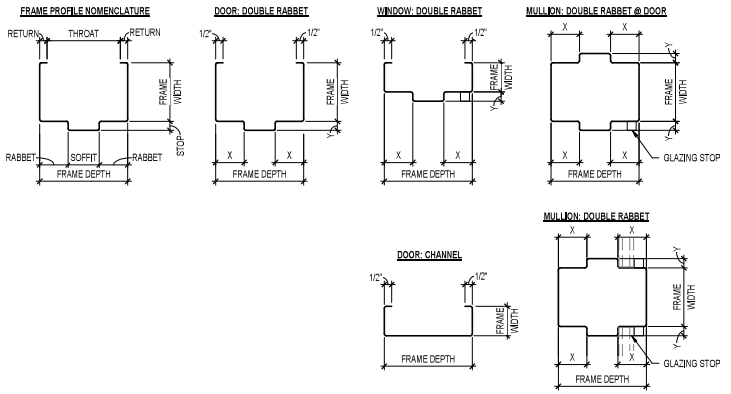
7/30/2024 2:35:19 PM

FRAME PROFILES:



FRAME PROFILE LEGEND:

FRAME PROFILE
PROVIDE DOUBLE RABBET FRAME PROFILE UNLESS NOTED OTHERWISE. SEE FRAME PROFILE COLUMN IN DOOR/WINDOW SCHEDULE FOR PROFILE SELECTION.

S - SINGLE RABBET
C - CHANNEL
A - ALUMINUM EXTRUSION FRAME
N - NO FRAME IN ROUGH OPENING, MANUFACTURE ITEM, OR PURCHASE ITEM.
Q - SEE DOOR OR WINDOW DETAILS FOR SPECIAL CONDITION FRAME PROFILES.

X
PROVIDE 1-15/16" FOR A 1-3/4" THICK DOOR PANEL.
PROVIDE 2-3/16" FOR A 2" THICK DOOR PANEL.
PROVIDE 1-15/16" FOR COMMERCIAL GLAZING.
PROVIDE VARIES VALUES DEPENDING ON GLAZING THICKNESS FOR DETENTION GLAZING.

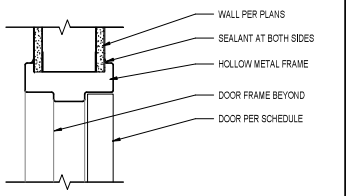
Y
PROVIDE 5/8" FOR A 1-3/4" THICK DOOR PANEL.
PROVIDE 3/4" FOR A 2" THICK DOOR PANEL.
PROVIDE 5/8" FOR COMMERCIAL GLAZING.
PROVIDE 1-1/4" FOR DETENTION GLAZING.

FRAME WIDTH
SEE DOOR/WINDOW FRAME ELEVATION FOR FRAME WIDTH.

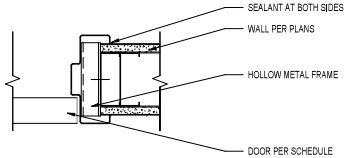
FRAME DEPTH
SEE FRAME DEPTH COLUMN IN DOOR/WINDOW SCHEDULE.

GLAZING STOP
PROVIDE FLUSH STOP FOR COMMERCIAL GLAZING.
PROVIDE SECURITY STOP FOR DETENTION GLAZING.

GENERAL NOTES:
1. SEE DOOR OR WINDOW DETAILS FOR FRAME CONDITION IN WALLS.
2. FRAME PROFILES SHOWN IN DIAGRAM MAY NOT BE USED IN THE PROJECT.

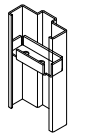


108 HM DOOR HEAD AT FRAMED WALL

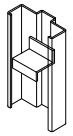


105 HM DOOR JAMB AT FRAME WALL

FRAME ANCHOR TYPES:

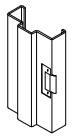


METAL STUD
MS

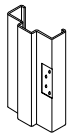


METAL STUD
MZ

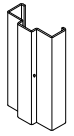
DOOR STRIKE TYPES



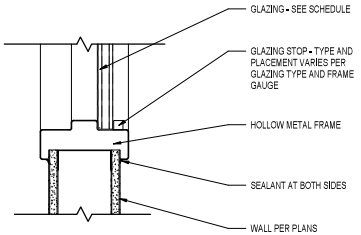
STRIKE



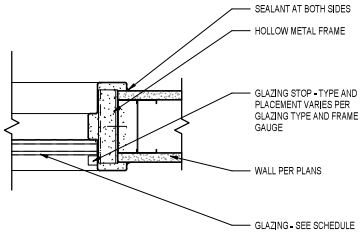
MORTISE HINGE



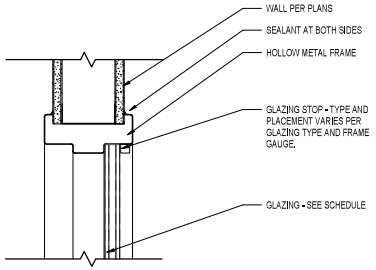
RUBBER SILENCERS



109 HM WINDOW SILL AT FRAME WALL



106 HM WINDOW JAMB AT FRAME WALL



103 HM WINDOW HEAD AT FRAME WALL

Arrington Watkins Architects
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Phoenix, Arizona 85012
Telephone: (602) 279-4373
Fax: (602) 279-9110

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REGISTERED PROFESSIONAL ARCHITECT
CERTIFICATE NO.
33295
D. ALAN ROBERTS
ARIZONA U.S.A.

2nd Submittal
BLDCIP-24-0022

REVIEWED FOR CODE COMPLIANCE
08/07/2024
BUILDING SAFETY
BY: BRUCE TAIT

BUCKEYE DR. SAIDE RECREATIONAL CENTER
1003 E EASON AVE
BUCKEYE, AZ 85326

NO.	REVISION	DATE

PROJECT NO.: 2023.078
DATE: 06/12/2024
DESIGNED BY: NA
DRAWN BY: JP
APPROVED BY: AR

SHEET TITLE:
ARCHITECTURAL DOOR AND WINDOW FRAME PROFILES

SHEET NUMBER:
A-5.3

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6/11/2024 10:50:16 AM

Dr. Saide Recreation Center Reconfiguration
Contract No. 2023085, DO #1
Wilmeng Construction, Inc.

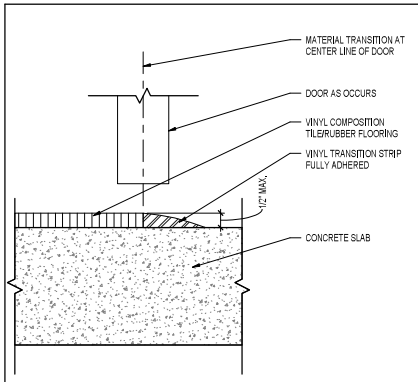
100% CONSTRUCTION DOCUMENTATION

ROOM FINISH SCHEDULE

ROOM NUMBER	ROOM NAME	AREA	FLOOR FINISH	WALL BASE	WALL FINISH				CEILING FINISH	COMMENTS
					NORTH	EAST	SOUTH	WEST		
100	LOBBY	209.4 SF	EXISTING	EXISTING	EXISTING	EXISTING	-	PT-1	EXISTING	SSB-1 AT COUNTER WALL
114	RECEPTION AREA	259.7 SF	LVT-1	RB-1	PT-1	PT-1	PT-1	PT-1, PT-2	EXISTING	ACCENT WALL
115	CONFERENCE ROOM	55.0 SF	LVT-1	RB-1	PT-1	PT-1	PT-1	PT-1	ACT-1	
116	OFFICE AREA	318.7 SF	LVT-1	RB-1	PT-1	PT-1	PT-1	PT-1	ACT-1	
117	OFFICE	57.9 SF	LVT-1	RB-1	PT-1	PT-1	PT-1	PT-1	ACT-1	
118	SUPERVISOR OFFICE	71.2 SF	LVT-1	RB-1	PT-1	PT-1	PT-1	PT-1	ACT-1	
Grand total: 6		971.8 SF								

MATERIAL FINISH LEGEND

CODE	DESCRIPTION	MANUFACTURER	PRODUCT INFO	COMMENTS
ACT-1	ACOUSTIC CEILING PANEL & GRID, SMOOTH, CENTER SCORED - 24"x48"	ARMSTRONG	WHITE PANEL W/ WHITE GRID	
LVT-1	FLOORING - LUXURY VINYL TILE	MOHAWK	WANDERER'S LOOP - BAVARIAN CREAM, 12X24	PLANKS LAID ALONG EAST TO WEST
PL-1	PLASTIC LAMINATE	FORMICA	GRAPHITE - 837-58, MATTE FINISH	COUNTERTOPS
PL-2	PLASTIC LAMINATE	FORMICA	OYSTER GRAY - 929-58, MATTE FINISH	CABINETS, VERTICAL SURFACES
PT-1	PAINT	DUNN EDWARDS	WHITE - TO MATCH EXISTING	
PT-2	PAINT	DUNN EDWARDS	CHERRY BOMB - DEA105	ACCENT WALL
RB-1	RUBBER WALL BASE TRIM	JOHNSONITE	TO MATCH EXISTING	
SSB-1	STAINLESS STEEL BASE	INPRO	STAINLESS STEEL KICK, BRUSHED FINISH, SS304 6"X96"	AT NEW FRONT COUNTER WALL



101 TRANSITION AT LVT/RUBBER TO CONCRETE

GENERAL NOTES (FINISHES):

A. ALL GYPSUM BOARD WALLS, SOFFITS, AND CEILINGS EXPOSED TO VIEW SHALL RECEIVE A LEVEL 4 GYPSUM BOARD FINISH WITH NO TEXTURE APPLIED PRIOR TO PAINTING UNLESS SCHEDULED OTHERWISE.

B. SPECIFIC WALL OR CEILING TEXTURES WILL BE SCHEDULED IN COMBINATION WITH THE PAINT FINISH; SEE MATERIAL FINISH LEGEND FOR EXAMPLE.

MATERIAL FINISH LEGEND:

PT-1 : _

TEXTURE FINISH: ONLY WHERE APPLICABLE***
A LIGHT SPATTER
B ORANGE PEEL
NONE PER STANDARD

FINISH MATERIAL TYPE NUMBER:
SINGLE DIGIT TYPE NUMBER 1, 2, 3...

FINISH MATERIAL CODE:
PT PAINT (EXAMPLE)
SEE MATERIAL CODE LEGEND FOR DESCRIPTIONS.

***TEXTURE ONLY APPLIES TO GYPSUM BOARD WALLS AND/OR CEILINGS THAT **DIFFER** FROM THE STANDARD TEXTURE FINISH DEFINED IN THE GENERAL NOTES FOR FINISHES.

Arrington Watkins Architects
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33295
D. ALAN ROBERTS
ARIZONA U.S.A.

2nd Submittal
BLDCIP-24-0022

REVIEWED FOR CODE COMPLIANCE
08/07/2024
BUCKEYE, AZ
BUILDING SAFETY
BY: BRUCE TAIT

BUCKEYE DR. SAIDE RECREATIONAL CENTER
1003 E EASON AVE
BUCKEYE, AZ 85326

NO.	REVISION	DATE

PROJECT NO.: 2023.078
DATE: 06/12/2024
DESIGNED BY: NA
DRAWN BY: JP
APPROVED BY: AR

SHEET TITLE:
ARCHITECTURAL FINISH SCHEDULES

SHEET NUMBER:
A-6.1

100% CONSTRUCTION DOCUMENTATION

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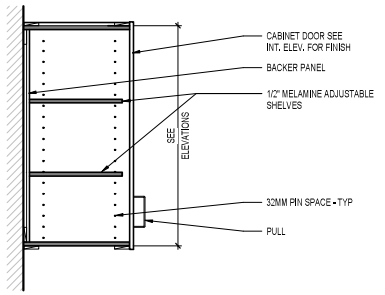
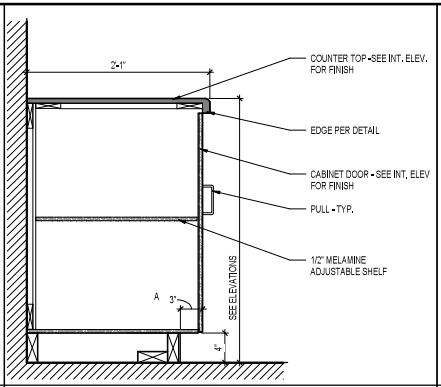
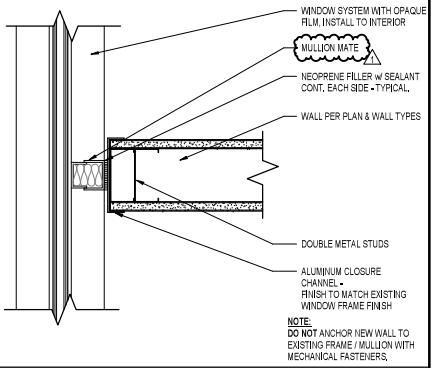


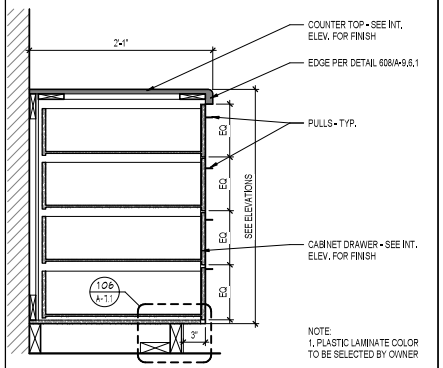
107 UPPER CABINET WITH ADJ. SHELVES



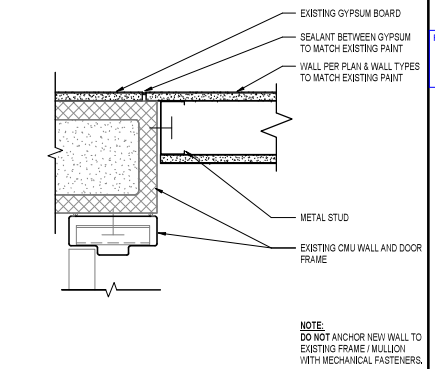
104 BASE CABINET



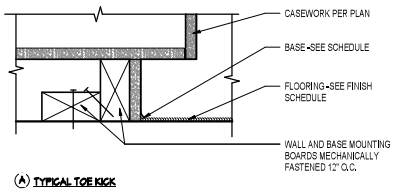
101 WALL TO WINDOW TERMINATION



105 CABINET SECTION



102 STUD WALL TO EXISTING CMU WALL CONNECTION



106 CASEWORK TOE KICK CONDITIONS

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ARIZONA U.S.A.

2nd Submittal
BLDCIP-24-0022

REVIEWED FOR CODE COMPLIANCE
08/07/2024
BUCKEYE, AZ
BUILDING SAFETY
BY: BRUCE TAIT

BUCKEYE DR. SAIDE RECREATIONAL CENTER
1003 E EASON AVE
BUCKEYE, AZ 85326

NO.	REVISION	DATE
1	1ST CITY COMMENT	07/31/24

PROJECT NO.: 2023.078
DATE: 06/12/2024
DESIGNED BY: NA
DRAWN BY: JP
APPROVED BY: AR

SHEET TITLE:
ARCHITECTURAL DETAILS

SHEET NUMBER:
A-7.1

100% CONSTRUCTION DOCUMENTATION

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7/30/2024 2:35:20 PM

Dr. Saide Recreation Center Reconfiguration
Contract No. 2025085, DO #1
Wilmeng Construction, Inc.
29
353

SYMBOL LEGEND - PIPING

NOTE: ALL ABBREVIATIONS MAY NOT BE USED.

SYMBOL	DESCRIPTION
	SHUT OFF VALVE
	GATE VALVE
	CHECK VALVE
	AUTOMATIC 2-WAY VALVE
	AUTOMATIC 3-WAY VALVE
	GLOBE VALVE
	BALL VALVE
	RELIEF VALVE
	PRESSURE REDUCING VALVE
	BUTTERFLY VALVE
	SOLENOID VALVE
	ANGLE VALVE
	VENTURI VALVE
	BALANCING OR PLUG COCK
	FLOW SETTER
	EXPANSION VALVE
	GAS COCK
MAV	MANUAL AIR VENT
	STRAINER
	GAUGE COCK
	FLEXIBLE CONNECTION
	PRESSURE GAUGE
	THERMOMETER
	PIPE REDUCER
	REFRIGERANT SITE GLASS
	REFRIGERANT STRAINER
	REFRIGERANT FILTER DRIER
	90 DEGREE ELBOW UP
	90 DEGREE ELBOW DOWN
	90 DEGREE TEE UP
	90 DEGREE TEE DOWN
	PIPE UNION
	PIPE CAP
	PIPE ANCHOR
	FLOAT AND THERMOSTATIC TRAP

SYMBOL LEGEND - MISC

REFERENCE LINES AND SYMBOLS

SYMBOL	DESCRIPTION
	VIEW OR DETAIL INDICATOR: # INDICATES DETAIL NUMBER, SHEET INDICATES DRAWING SHEET WHERE VIEW OR DETAIL IS SHOWN.
	ELEVATION OR SECTION INDICATOR: # INDICATES VIEW NUMBER, SHEET INDICATES DRAWING SHEET WHERE VIEW IS SHOWN.
ROOM	ROOM / SPACE INDICATOR
#	KEYNOTE INDICATOR
A	REVISION INDICATOR
XX-##	PLUMBING FIXTURE INDICATOR
XX-##	EQUIPMENT INDICATOR
TAG CFM	REGISTER, GRILLE, OR DIFFUSER INDICATOR
OR	BREAKLINE
MATCH LINE SEE XX/XXX	MATCHLINE INDICATOR
	CONTRACT LIMIT LINE: DASHDOT, WIDE LINE
	NEW CONNECTION TO EXISTING
	POINT OF DEMOLITION

SYMBOL LEGEND - DUCTWORK

NOTE: ALL ABBREVIATIONS MAY NOT BE USED.

SYMBOL	DESCRIPTION
	RECTANGULAR SUPPLY DUCT UP
	RECTANGULAR SUPPLY DUCT DOWN
	RECTANGULAR RETURN DUCT UP
	RECTANGULAR RETURN DUCT DOWN
	RECTANGULAR EXHAUST DUCT UP
	RECTANGULAR EXHAUST DUCT DOWN
	ROUND SUPPLY DUCT UP
	ROUND SUPPLY DUCT DOWN
	ROUND RETURN DUCT UP
	ROUND RETURN DUCT DOWN
	ROUND EXHAUST DUCT UP
	ROUND EXHAUST DUCT DOWN
	OVAL SUPPLY DUCT UP
	OVAL SUPPLY DUCT DOWN
	OVAL RETURN DUCT UP
	OVAL RETURN DUCT DOWN
	OVAL EXHAUST DUCT UP
	OVAL EXHAUST DUCT DOWN
	SPIRAL OVAL DUCT
	SPIRAL ROUND DUCT
	DUCT INSULATION
	DUCT LINING
	90° RECTANGULAR ELBOW WITH TURNING VANES
	90° ROUND RADIUS ELBOW
	GORED OVAL RADIUS ELBOW
	DUCT SIZE OR SHAPE TRANSITION
	DUCT TO BE DEMOLISHED

PIPING LEGEND

NOTE: ALL ABBREVIATIONS MAY NOT BE USED.

ABBREVIATION	DESCRIPTION
CHWR	CHILLED WATER RETURN
CHWS	CHILLED WATER SUPPLY
CA	COMPRESSED AIR
CD	CONDENSATE DRAIN
CO2	CARBON DIOXIDE
CWR	CONDENSER WATER RETURN
CWS	CONDENSER WATER SUPPLY
FP	FIRE PROTECTION
FOR	FUEL OIL RETURN
FOS	FUEL OIL SUPPLY
FOV	FUEL OIL VENT
GR	GLYCOL RETURN
GS	GLYCOL SUPPLY
HPC	HIGH PRESSURE CONDENSATE
MPC	MEDIUM PRESSURE CONDENSATE
LPC	LOW PRESSURE CONDENSATE
HPS	HIGH PRESSURE STEAM
MPS	MEDIUM PRESSURE STEAM
LPS	LOW PRESSURE STEAM
HHWR	HEATING HOT WATER RETURN
HHWS	HEATING HOT WATER SUPPLY
LPG	LIQUID PROPANE GAS
LPS	LOW PRESSURE STEAM
MA	MEDICAL AIR
NG	NATURAL GAS
NO	NITROUS OXIDE
O	OXYGEN
PC	PUMPED CONDENSATE
RG	REFRIGERANT GAS
RL	REFRIGERANT LIQUID
SMR	SNOW MELT RETURN
SMS	SNOW MELT SUPPLY
VAC	VACUUM

SYMBOL LEGEND - MECH

NOTE: ALL ABBREVIATIONS MAY NOT BE USED.

SYMBOL	DESCRIPTION
	SQUARE OR RECTANGULAR SUPPLY DIFFUSER
	SQUARE OR RECTANGULAR RETURN DIFFUSER
	SQUARE OR RECTANGULAR EXHAUST DIFFUSER
	ROUND DIFFUSER
	LINEAR SLOT GRILLE OR DIFFUSER
	FLEXIBLE DUCT
	SIDEWALL GRILLE OR REGISTER
	DUCT HIGH EFFICIENCY TAKE OFF WITH BALANCING DAMPER
	BALANCING DAMPER
	FIRE DAMPER
	FIRE / SMOKE COMBINATION DAMPER
(T) (S) (H)	THERMOSTAT - SENSOR - HUMIDISTAT

ABBREVIATIONS

NOTE: ALL ABBREVIATIONS MAY NOT BE USED.

(E)	EXISTING
(F)	FUTURE
AC	AIR CONDITION(-ING,-ED)
APD	AIR PRESSURE DROP
BD	BALANCING DAMPER
BHP	BRAKE HORSE POWER
BTU	BRITISH THERMAL UNIT
BTUH	BTU/HOUR
CFH	CUBIC FEET PER HOUR
CFM	CUBIC FEET PER MINUTE
CV	CONTROL VALVE
DB	DRY BULB TEMPERATURE
DCW	DOMESTIC COLD WATER
DHW	DOMESTIC HOT WATER
DHWR	DOMESTIC HOT WATER RECIRC
DP	DEPTH, DEEP, OR DROP IN PRESSURE
EA	EXHAUST AIR
EER	ENERGY EFFICIENCY RATIO
EFF	EFFICIENCY
ELEC	ELECTRIC
ELEV	ELEVATION
ENT	ENTERING
EVAP	EVAPORAT-E,-ING, -ED, -OR)
EWT	ENTERING WATER TEMPERATURE
EXT	EXTERNAL
FD	FIRE DAMPER
FLA	FULL LOAD AMPS
FPI	FINS PER INCH
FPM	FEET PER MINUTE
FPS	FEET PER SECOND
FSD	FIRE SMOKE DAMPER
GE	GREASE EXHAUST
GPH	GALLONS PER HOUR
GPM	GALLONS PER MINUTE
HD	HEAD
HG	MERCURY
HP	HORSEPOWER
HR	HOUR
HTG	HEATING
HZ	HERTZ (FREQUENCY)
IN	INCH
KW	KILOWATT
LAT	LEAVING AIR TEMPERATURE
LBS	POUNDS
LH	LATENT HEAT
LRA	LOCKED ROTOR AMPS
LVG	LEAVING
LWT	LEAVING WATER TEMPERATURE
MBH	THOUSAND BTU PER HOUR
MCA	MINIMUM CIRCUIT AMPS
MFR	MANUFACTUR-ER, -ED)
NC	NORMALLY CLOSED OR NOISE CRITERIA
NIC	NOT IN CONTRACT
NO	NORMALLY OPEN
NPSH	NET POSITIVE SUCTION HEAD
NTS	NOT TO SCALE
OA	OUTSIDE AIR
OD	OUTSIDE DIAMETER
OZ	OUNCE
PD	PRESSURE DROP OR DIFFERENCE
PG	PROPOLENE GLYCOL
PH	PHASE
PPM	PARTS PER MILLION
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PSIA	PSI ABSOLUTE
PSIG	PSI GAUGE
RA	RETURN AIR
RECIRC	RECIRCULATE (-ER, -ED, -ING)
REFR	REFRIGERATION
REQD	REQUIRED
RLA	RATED LOAD AMPS
RPM	REVOLUTIONS PER MINUTE
SA	SUPPLY AIR
SCFM	STANDARD CUBIC FEET PER MINUTE
SCW	SOFT COLD WATER
SH	SENSIBLE HEAT
SP	STATIC PRESSURE
SPEC(S)	SPECIFICATION(S)
SQ	SQUARE
STD	STANDARD
SW	SOIL, WASTE
TA(R)	TRANSFER AIR (RETURN)
TA(S)	TRANSFER AIR (SUPPLY)
TD	TEMP. DROP OR DIFF.
TEMP	TEMPERATURE
TOT	TOTAL
TSTAT	THERMOSTAT
V	VOLT, VOLTAGE OR VENT
VAC	VACUUM
VAV	VARIABLE AIR VOLUME
VEL	VELOCITY
VENT	VENT, VENTILATION
VERT	VERTICAL
VFD	VARIABLE FREQUENCY DRIVE
VOL	VOLUME
VTR	VENT THROUGH ROOF
WB	WET BULB TEMP.
WC	WATER COLUMN
WG	WATER GAUGE
WPD	WATER PRESSURE DROP
WTR	WATER

MECHANICAL GENERAL NOTES

1. THE MECHANICAL DRAWINGS SHOW THE GENERAL DESIGN, ARRANGEMENT, & EXTENT OF THE MECHANICAL SYSTEM. BECAUSE OF THE SMALL SCALE OF THE DRAWINGS, THESE DRAWINGS DO NOT SHOW ALL OFFSETS, BENDS, OR ELBOWS NECESSARY FOR THE COMPLETE INSTALLATION IN THE SPACE PROVIDED. CONTRACTOR SHALL MAKE ALTERATIONS AS MAY BE NECESSARY TO MAKE THE SYSTEM COMPLETE & OPERATIONAL IN ACCORDANCE WITH THE DESIGN INTENT.
2. MAJOR DEVIATIONS SUCH AS CHANGES IN SIZES, WEIGHTS, QUANTITIES, OR MATERIAL REQUIRE PRIOR APPROVAL BY THE DESIGN ENGINEER.
3. THE DRAWINGS & SPECIFICATIONS HAVE BEEN PREPARED TO SUPPLEMENT EACH OTHER & SHALL BE INTERPRETED AS AN INTEGRAL UNIT WITH THE ITEMS SHOWN ON ONE & NOT THE OTHER BEING FURNISHED & INSTALLED AS THOUGH SHOWN AND CALLED OUT IN BOTH DOCUMENTS.
4. THE ENTIRE MECHANICAL INSTALLATION SHALL CONFORM TO THE REQUIREMENTS OF THE MOST RECENTLY ADOPTED BUILDING CODES. MECHANICAL CODE, PLUMBING CODE, ELECTRICAL CODE, & ALL OTHER APPLICABLE CITY, COUNTY, STATE, & FEDERAL CODES & REGULATIONS IN EFFECT.
5. THE ENTIRE MECHANICAL INSTALLATION SHALL CONFORM TO ALL CODES, RULES, REGULATIONS, & REQUIREMENTS OF THE BUILDING OWNER.
6. ALL MECHANICAL COMPONENTS AND EQUIPMENT SHALL BE INSTALLED TO CONFORM WITH ANY APPLICABLE LOCAL SEISMIC REQUIREMENTS.
7. PRIOR TO FABRICATION & INSTALLATION OF ANY MECHANICAL COMPONENT THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ALL MECHANICAL WORK WITH ALL OTHER BUILDING TRADES, INCLUDING BUILDING TRADES HIRED DIRECTLY BY THE OWNER. WHERE CONFLICTS MAY OCCUR, THEY SHALL BE RESOLVED PRIOR TO INSTALLATION.
8. VERIFY ALL REQUIRED SERVICE CONNECTIONS, INCLUDING ELECTRICAL CHARACTERISTICS, FOR ALL EQUIPMENT PRIOR TO ORDERING OR FABREATING MECHANICAL EQUIPMENT AND COMPONENTS.
9. THE SPACE ABOVE CEILINGS IS LIMITED, CAREFUL COORDINATION IS REQUIRED WITH ALL TRADES BEFORE ANY PIPE, DUCT, OR EQUIPMENT IS ORDERED &/OR INSTALLED. ANY CONFLICTS &/OR CHANGES FOUND DURING INSTALLATION THAT RESULTS FROM THE LACK OF COORDINATION BY THE CONTRACTORS DURING THE SHOP DRAWING PROCESS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
10. ALL MECHANICAL INFORMATION IS NOT SHOWN ON THE MECHANICAL DRAWINGS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL INFORMATION ON ALL OTHER CONSTRUCTION DOCUMENTS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE TO REVIEW & USE, WHERE APPROPRIATE, ALL THE MECHANICAL DETAILS SHOWN ON THE DRAWINGS. DETAILS MAY OR MAY NOT BE CALLED OUT ON THE DRAWINGS WITH SYMBOLS OR KEYED NOTES. ANY CHANGES RESULTING FROM FAILURE TO INSTALL THE MECHANICAL SYSTEM WITHOUT USING THE INCLUDED DETAILS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
12. ALL EQUIPMENT SHALL BE INDEPENDENTLY SUPPORTED FROM STRUCTURAL MEMBERS, STRUCTURAL ELEMENTS SHOWN IN DETAILS MAY OR MAY NOT PERTAIN TO ANY PORTION OF THE BUILDING. COORDINATE ALL MOUNTING REQUIREMENTS WITH ARCHITECTURAL & STRUCTURAL DRAWINGS AND SPECIFICATIONS.
13. ALL MECHANICAL COMPONENTS AND EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH ALL MANUFACTURER RECOMMENDATIONS.
14. ALL SIMILAR EQUIPMENT SHALL BE OF THE SAME MANUFACTURER, AIR INLETS & OUTLETS OF SIMILAR TYPES SHALL BE OF THE SAME MANUFACTURER.
15. ANY PART OF THE MECHANICAL INSTALLATION THAT FAILS, IS DEEMED UNFIT, OR BECOMES DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR EQUIPMENT CHECK-IN, SAFEKEEPING, & DAMAGE.
16. COORDINATE WITH ARCHITECTURAL REFLECTED CEILING PLAN FOR EXACT LOCATION OF ALL CEILING DIFFUSERS & GRILLES.
17. CONTRACTOR SHALL OPERATE INSTALLED &/OR MODIFIED SYSTEMS & DEMONSTRATE ALL ASPECTS OF THE SYSTEM TO THE ENGINEER &/OR OWNER TO PROVE ALL ASSOCIATED SYSTEMS ARE OPERATIONAL.
18. DURING CONSTRUCTION THE CONTRACTOR SHALL MAINTAIN A SET OF AS-BUILT REDLINED RECORD DRAWINGS AT THE PROJECT SITE, ALL CHANGES OR DEVIATIONS IN LAYOUT, ROUTING, EQUIPMENT, COMPONENTS, & ACCESSORIES SHALL BE RECORDED. THESE REDLINED DRAWINGS SHALL BE GIVEN TO THE ARCHITECT / ENGINEER AFTER THE FINAL INSPECTION IN ACCORDANCE WITH PROJECT SPECIFICATIONS.
19. ALL DUCT ELBOWS SHALL BE LONG RADIUS, UNLESS NOTED OTHERWISE.

DEFINITIONS

NOTE: ALL DEFINITIONS MAY NOT BE USED.

INDICATED: THE TERM "INDICATED" REFERS TO GRAPHIC REPRESENTATIONS, NOTES, OR SCHEDULES ON THE DRAWINGS, OTHER PARAGRAPHS OR SCHEDULES IN THE SPECIFICATIONS, AND SIMILAR REQUIREMENTS IN THE CONTRACT DOCUMENTS. WHERE TERMS SUCH AS "SHOWN", "NOTED", "SCHEDULED", AND "SPECIFIED" ARE USED, IT IS TO HELP THE READER LOCATE THE REFERENCE. NO LIMITATION ON LOCATION IS INTENDED.

DIRECTED: TERMS SUCH AS "DIRECTED", "REQUESTED", AUTHORIZED", "SELECTED", "APPROVED", "REQUIRED", AND "PERMITTED" MEAN "DIRECTED BY THE ENGINEER", "REQUESTED BY THE ENGINEER", AND SIMILAR PHRASES.

APPROVED: THE TERM "APPROVED", WHERE USED IN CONJUNCTION WITH THE ENGINEER'S ACTION ON THE CONTRACTOR'S SUBMITTALS, APPLICATIONS, AND REQUESTS, IS LIMITED TO THE ENGINEER'S DUTIES AND RESPONSIBILITIES AS STATED IN GENERAL AND SUPPLEMENTARY CONDITIONS.

FURNISH: THE TERM "FURNISH" IS USED TO MEAN "SUPPLY AND DELIVER TO THE PROJECT SITE, READY FOR UNLOADING, UNPACKING, ASSEMBLY, INSTALLATION, AND SIMILAR OPERATIONS."

INSTALL: THE TERM "INSTALL" IS USED TO DESCRIBE OPERATIONS AT PROJECT SITE INCLUDING THE ACTUAL "UNLOADING, UNPACKING, ASSEMBLY, ERECTION, PLACING, ANCHORING, APPLYING, WORKING TO DIMENSION, FINISHING, CURING, PROTECTING, CLEANING, AND SIMILAR OPERATIONS."

PROVIDE: THE TERM "PROVIDE" MEANS "TO FURNISH AND INSTALL, COMPLETE AND READY FOR THE INTENDED USE."

INSTALLER: AN "INSTALLER" IS THE CONTRACTOR OR AN ENTITY ENGAGED BY THE CONTRACTOR, EITHER AS AN EMPLOYEE, SUBCONTRACTOR, OR SUB-SUBCONTRACTOR, FOR PERFORMANCE OF A PARTICULAR CONSTRUCTION ACTIVITY, INCLUDING INSTALLATION, ERECTION, APPLICATION, AND SIMILAR OPERATIONS. INSTALLERS ARE REQUIRED TO BE EXPERIENCED IN THE OPERATIONS THEY ARE ENGAGED TO PERFORM.

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NO.	REVISION	DATE

PROJECT NO.: 2023.078
DATE: 06/12/2024
DESIGNED BY: DMP
DRAWN BY: ASK
APPROVED BY: DMP

SHEET TITLE:
MECHANICAL COVER SHEET

SHEET NUMBER:
ME001

CONSTRUCTION DOCUMENTATION

MECHANICAL SPECIFICATIONS

MECHANICAL SUBMITTAL NOTES

1. MECHANICAL SUBMITTAL SHALL BE SUBMITTED AS A COMPLETE ELECTRONIC PACKAGE ASSEMBLED BY SPECIFICATION DIVISIONS.
2. ASSEMBLE COMPLETE ELECTRONIC SUBMITTAL PACKAGE INTO A SINGLE INDEXED FILE INCORPORATING SUBMITTAL REQUIREMENTS OF A SINGLE SPECIFICATION SECTION AND TRANSMITTAL FORM WITH LINKS ENABLING NAVIGATION TO EACH ITEM:
   A. LITERATURE SHALL INCLUDE REFERENCE TO EQUIPMENT CALL-OUT AND SPECIFICATION SECTION.
   B. FILE NAME SHALL USE PROJECT IDENTIFIER AND SPECIFICATION SECTION NUMBER FOLLOWED BY A DECIMAL POINT AND THEN A SEQUENTIAL NUMBER (E.G., LNHS-061000.01). RE-SUBMITTALS SHALL INCLUDE AN ALPHABETIC SUFFIX AFTER ANOTHER DECIMAL POINT (E.G., LNHS-061000.01.A).
   C. PROVIDE MANUFACTURER'S CATALOG DATA SHEETS FOR EACH MANUFACTURED ITEM LISTED ON THE DRAWINGS AND SPECIFICATIONS.
   D. INCLUDE MANUFACTURER'S CATALOG DATA OF EACH MANUFACTURED ITEM AND ENOUGH INFORMATION TO SHOW COMPLIANCE WITH CONTRACT DOCUMENT REQUIREMENTS.
   E. LITERATURE SHALL SHOW CAPACITIES AND SIZE OF EQUIPMENT USED AND BE MARKED INDICATING EACH SPECIFIC ITEM WITH APPLICABLE DATA UNDERLINED.
   F. INCLUDE NAME, ADDRESS, AND PHONE NUMBER OF EACH SUPPLIER.
   G. DEVIATIONS AND ADDITIONAL INFORMATION: ON AN ATTACHED SEPARATE SHEET, PREPARED ON CONTRACTOR'S LETTERHEAD, RECORD RELEVANT INFORMATION, REQUESTS FOR DATA, REVISIONS OTHER THAN THOSE REQUESTED BY ENGINEER CONTRACT DOCUMENTS, INCLUDING MINOR VARIATIONS AND LIMITATIONS. INCLUDE SAME IDENTIFICATION INFORMATION AS RELATED SUBMITTAL.
3. PRODUCT DATA:
   A. COLLECT INFORMATION INTO A SINGLE SUBMITTAL FOR EACH ELEMENT OF CONSTRUCTION AND TYPE OF PRODUCT OR EQUIPMENT.
   B. IF INFORMATION MUST BE SPECIALLY PREPARED FOR SUBMITTAL BECAUSE STANDARD PUBLISHED DATA ARE NOT SUITABLE FOR USE, SUBMIT AS SHOP DRAWINGS, NOT AS PRODUCT DATA.
   C. MARK EACH COPY OF EACH SUBMITTAL TO SHOW WHICH PRODUCTS AND OPTIONS ARE APPLICABLE.
   D. INCLUDE THE FOLLOWING INFORMATION, AS APPLICABLE:
1. MANUFACTURER'S CATALOG CUTS.
2. MANUFACTURER'S PRODUCT SPECIFICATIONS.
3. STANDARD COLOR CHARTS.
4. STATEMENT OF COMPLIANCE WITH SPECIFIED REFERENCED STANDARDS.
5. TESTING BY RECOGNIZED TESTING AGENCY.
4. APPLICATION OF TESTING AGENCY LABELS AND SEALS.
5. NOTATION OF COORDINATION REQUIREMENTS.
6. AVAILABILITY AND DELIVERY TIME INFORMATION.
7. FOR EQUIPMENT, INCLUDE THE FOLLOWING IN ADDITION TO THE ABOVE, AS APPLICABLE:
   A. WIRING DIAGRAMS SHOWING FACTORY-INSTALLED WIRING.
   B. PRINTED PERFORMANCE CURVES.
   C. OPERATIONAL RANGE DIAGRAMS.
   D. CLEARANCES REQUIRED TO OTHER CONSTRUCTION, IF NOT INDICATED ON ACCOMPANYING SHOP DRAWINGS.
2. SHOP DRAWINGS:
   A. PREPARE PROJECT-SPECIFIC INFORMATION, DRAWN ACCURATELY TO SCALE. DO NOT BASE SHOP DRAWINGS ON REPRODUCTIONS OF THE CONTRACT DOCUMENTS OR STANDARD PRINTED DATA.
   B. PREPARATION: FULLY ILLUSTRATE REQUIREMENTS IN THE CONTRACT DOCUMENTS. INCLUDE THE FOLLOWING INFORMATION, AS APPLICABLE:
      i. IDENTIFICATION OF PRODUCTS.
      ii. SCHEDULES.
      iii. COMPLIANCE WITH SPECIFIED STANDARDS.
      iv. NOTATION OF COORDINATION REQUIREMENTS.
      v. NOTATION OF DIMENSIONS ESTABLISHED BY FIELD MEASUREMENT.
      vi. RELATIONSHIP AND ATTACHMENT TO ADJOINING CONSTRUCTION CLEARLY INDICATED.
      vii. SEAL AND SIGNATURE OF PROFESSIONAL ENGINEER IF SPECIFIED.
5. PROCESSING TIME: ALLOW TIME FOR SUBMITTAL REVIEW, INCLUDING TIME FOR RE-SUBMITTALS, AS FOLLOWS. TIME FOR REVIEW, INCLUDING TIME FOR RE-SUBMITTALS, AS FOLLOWS. TIME FOR REVIEW SHALL COMMENCE ON ENGINEER'S RECEIPT OF SUBMITTAL. NO EXTENSION OF THE CONTRACT TIME WILL BE AUTHORIZED BECAUSE OF FAILURE TO TRANSMIT SUBMITTALS ENOUGH IN ADVANCE OF THE WORK TO PERMIT PROCESSING, INCLUDING RE-SUBMITTALS.
   A. INITIAL REVIEW: ALLOW 15 DAYS FOR INITIAL REVIEW OF MECHANICAL SUBMITTAL.
   B. RE-SUBMITTALS REVIEW: ALLOW 15 DAYS FOR REVIEW OF EACH RE-SUBMITTAL.
6. DEVIATIONS AND ADDITIONAL INFORMATION: ON AN ATTACHED SEPARATE SHEET, PREPARED ON CONTRACTOR'S LETTERHEAD, RECORD RELEVANT INFORMATION, REQUESTS FOR DATA, REVISIONS OTHER THAN THOSE REQUESTED BY DESIGN ENGINEER ON PREVIOUS SUBMITTALS, AND DEVIATIONS FROM REQUIREMENTS IN THE CONTRACT DOCUMENTS, INCLUDING MINOR VARIATIONS AND LIMITATIONS. INCLUDE SAME IDENTIFICATION INFORMATION AS RELATED SUBMITTAL.

SUBSTITUTIONS

SUBSTITUTIONS OF MATERIALS OR PRODUCTS SHOWN HEREIN SHALL BE AT THE OWNER'S, ARCHITECTS, OR ENGINEER'S WRITTEN APPROVAL ONLY WITH COPIES OF APPROVAL SENT TO THE PROJECT FILE. ANY DEVIATION FROM THESE DRAWINGS WILL NOT BE ALLOWED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ANY SUBSTITUTIONS AND COSTS OF CHANGES INCURRED BY OTHER TRADES DUE TO THE SUBSTITUTIONS. OTHER TRADES INCLUDE: ELECTRICAL, PLUMBING, STRUCTURAL, ROOFING, OR ANY TRADE EFFECTED BY THE SUBSTITUTION.

GUARANTEE

THE CONTRACTOR SHALL GUARANTEE ALL MATERIALS, EQUIPMENT AND WORKMANSHIP FROM DEFECT OF WORKMANSHIP, AND SHALL REPLACE OR REPAIR WITHOUT ADDITIONAL COST TO THE OWNER ALL DEFECTIVE MATERIAL AND WORKMANSHIP, FOR A PERIOD OF (1) YEAR AFTER COMPLETION AND ACCEPTANCE.

MECHANICAL SPECIFICATIONS

23 31 13 - METAL DUCTWORK

1. ALL DUCTWORK SHALL BE CONSTRUCTED, ERECTED, AND TESTED IN ACCORDANCE WITH THE MOST RESTRICTIVE OF LOCAL REGULATIONS AND PROCEDURES DETAILED IN THE ASHRAE HANDBOOK OF FUNDAMENTALS, OR THE APPLICABLE STANDARDS ADOPTED BY THE SHEET METAL AND AIR CONDITIONING CONTRACTOR'S NATIONAL ASSOCIATION (SMACNA).
2. TRANSITION ALL NEW DUCTWORK TO CONNECT TO EXISTING, AS REQUIRED.
3. DUCTWORK SHALL BE GALVANIZED STEEL THROUGHOUT, FABRICATED AND INSTALLED SO THAT NO VIBRATION OR NOISE RESULTS. IT SHALL BE MADE FROM THE BEST GRADE OF GALVANIZED MILLED STEEL SHEETS OF U.S. STANDARD GAUGE AND BE FREE FROM BLISTERS, SLIVERS, AND PITS. ALL SEAMS SHALL BE AIRTIGHT, THE CONSTRUCTION OF ALL DUCTWORK, INCLUDING GAUGES OF METAL, BRACING LAYOUT, ETC., SHALL BE IN ACCORDANCE WITH SMACNA. SLEEVES FOR FIRE DAMPERS AND DUCT SECTIONS FORMING AN EXTENSION OF THE FIRE WALL SHALL BE 10 GAUGE STEEL.
4. SEAL DUCTWORK ACCORDING TO THE FOLLOWING SMACNA DUCT SEALING CLASS:

DUCT LOCATION	DUCT TYPE			
	SUPPLY		EXHAUST	RETURN
	<2in. Wg.	>2in. Wg.		
CONDITIONED SPACES (CONCEALED DUCTWORK)	C	B	B	B

5. HANGERS FOR DUCTS UP TO 18" IN WIDTH OR DIAMETER SHALL BE PLACED ON NOT MORE THAN 8 FOOT CENTERS. DUCTS 19" AND OVER IN WIDTH OR DIAMETER SHALL BE SUPPORTED ON NOT MORE THAN 4 FOOT CENTERS. DUCT HANGERS SHALL BE CONSTRUCTED OF GALVANIZED BAND IRON 1-1/8" FOR DUCTS UP TO 36" IN WIDTH OR DIAMETER. HANGERS SHALL EXTEND DOWN SIDES AND A MINIMUM OF 1" UNDER RECTANGULAR DUCTS, AND WRAP COMPLETELY AROUND ROUND DUCTS. ALL DUCTS SHALL BE RIGIDLY SUPPORTED.
6. ALL DUCTWORK SHALL BE CLEANED PRIOR TO THE INSTALLATION OF CEILING AND DIFFUSERS. OPERATE FANS TO BLOW OUT DUCTWORK.
7. RECTANGULAR LOW-PRESSURE SUPPLY AND RETURN AIR DUCTWORK SHALL BE LINED WITH 1" FACED FIBERGLASS INSULATION SECURELY BUTTONED OR LAPPED AND SEALED. INSULATION SHALL BE 1-1/2 POUND DENSITY.
8. DUCT DIMENSIONS SHOWN ON DRAWINGS ARE INSIDE CLEAR AREA AND SHALL BE INCREASED TO ALLOW FOR INSULATION. DUCT LINER TO BE BY KNAUF GmbH, JOHN-MANSVILLE OR SCHULLER INTERNATIONAL.

23 33 00 - DUCTWORK ACCESSORIES

1. FLEXIBLE DUCTWORK:
   THE FINAL 5 FOOT CONNECTION TO GRILLES AND DIFFUSERS IN LAY-IN CEILINGS, OR TO FLOOR MOUNTED GRILLES, MAY BE MADE WITH FLEXIBLE DUCT, FLEXMASTER TYPE 5M ONLY. ENDS SHALL BE SEALED.
2. SQUARE/RECTANGULAR ELBOWS SHALL BE PROVIDED WITH TURNING VANES.
3. PROVIDE FLEXIBLE CONNECTIONS NOT LESS THAN 4" WIDE CONSTRUCTED OF HEAVY, WATERPROOF, WOVEN PLASTIC COATED GLASS FABRIC AT SUPPLY AND RETURN CONNECTIONS TO AIR HANDLING OR ROOFTOP UNITS. CORNERS SHALL BE SEWN TIGHT. CONNECTIONS SHALL BE 20 OUNCE VENTFABRICS OR EQUAL.
4. COMBINATION FIRE AND SMOKE DAMPERS OR FIRE DAMPERS IN DUCTWORK THROUGH ALL FLOORS AND FIRE WALLS SHALL BE FURNISHED AND INSTALLED AS REQUIRED TO CONFORM TO THE LATEST NFPA BULLETIN CONCERNING THIS TYPE OF BUILDING AND SHALL BEAR THE U.L. LABEL. DAMPERS, COMPLETE WITH MOUNTING ANGLES, SHALL BE MULTI-BLADE, FUSIBLE LINK, SPRING ACTING WITH 11 GAUGE SLEEVE, FUSIBLE LINK SHALL BE RATED AT 165°F.
5. DUCT MOUNTED BALANCING DAMPERS SHALL BE USED TO CONTROL SUPPLY AIR TO EACH DIFFUSER AND GRILLE. AN OPERATING HEAD SHALL BE PLACED ON THE SIDE OF THE DUCT WITH A POSITIVE LOCKING QUADRANT. DAMPERS SHALL BE PROVIDED IN RETURN AND EXHAUST AIR DUCTS WHERE SHOWN ON DRAWINGS. COORDINATE THE LOCATION OF CEILING ACCESS PANELS.
6. PROVIDE CEILING ACCESS DOORS AT ALL LOCATIONS OF BALANCING DAMPERS, FIRE DAMPERS, FIRE/SMOKE DAMPERS, VALVES, ETC. WHERE THERE IS NOT A LIFT-OUT TYPE CEILING. ACCESS DOORS SHALL BE HINGED OF METAL CONSTRUCTION WITH SCREWDRIVER LATCHES.
7. AT FIRE DAMPERS, A DUCT MOUNTED SHEET METAL HINGED DOOR SHALL BE PROVIDED AND INSTALLED WITH POSITIVE LOCKING HANDLE. WHERE DUCTS ARE INSULATED, COVERS SHALL BE INSULATED.

TESTING, ADJUSTING AND BALANCING NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE TESTING, ADJUSTING AND BALANCING FOR THIS PROJECT.
2. THE MINIMUM REQUIREMENT FOR TESTING, ADJUSTING, AND BALANCING (TAB) OF THE HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) DISTRIBUTION SYSTEMS SHALL BE AS FOLLOWS:
3. TESTING, ADJUSTING AND BALANCING SHALL BE DONE IN ACCORDANCE WITH THESE NOTES AND SPECIFICATIONS.
4. THE MECHANICAL SYSTEMS SHALL BE TESTED, ADJUSTED AND BALANCED, INCLUDING SUPPLY AIR SYSTEM, RETURN AIR SYSTEM, EXHAUST AIR SYSTEM, OUTSIDE AIR SYSTEM AND ALL ASSOCIATED EQUIPMENT.
5. CONTRACTOR PERFORMING TESTING, ADJUSTING AND BALANCING WORK SHALL BE EITHER AABC OR NEBB CERTIFIED.
6. TESTING, ADJUSTING AND BALANCING SHALL BE PERFORMED IN ACCORDANCE WITH THE AABC OR NEBB TEST PROCEDURES.
7. TESTING, ADJUSTING AND BALANCING REPORT FORMS SHALL BE STANDARD FORMS FROM EITHER AABC OR NEBB.
8. CONTRACTOR SHALL VERIFY QUANTITIES AND LOCATIONS OF ALL BALANCING DEVICES. CONTRACTOR SHALL VERIFY THAT THESE BALANCING DEVICES ARE ACCESSIBLE AN APPROPRIATE FOR BALANCING AND FOR EFFICIENT SYSTEM AND EQUIPMENT OPERATION PRIOR TO COMMENCING WORK.
9. MECHANICAL AIR SYSTEMS SHALL BE ADJUSTED TO WITHIN THE FOLLOWING TOLERANCES:
   SUPPLY AND OUTSIDE AIR: ZERO TO PLUS 10 PERCENT
   RETURN: ZERO TO PLUS 10 PERCENT
   EQUIPMENT WITH FANS: ZERO TO PLUS 10 PERCENT
   AIR OUTLETS AND INLETS: ZERO TO PLUS 10 PERCENT
10. FINAL BALANCE REPORT SHALL INCLUDE THE FOLLOWING:
    TEST CONDITIONS FOR FANS
    SYSTEM DIAGRAMS
    AIR CONDITIONING UNIT TEST REPORTS
    FAN TEST REPORTS
    AIR TERMINAL DEVICE REPORTS

MECHANICAL SPECIFICATIONS

TESTING, ADJUSTING AND BALANCING NOTES (CONT.)

10. AFTER THE FINAL BALANCING REPORT IS SUBMITTED TO THE DESIGN ENGINEER AND OWNER, CONTRACTOR SHALL REQUEST THAT A FINAL INSPECTION BE MADE BY THE DESIGN ENGINEER, DURING THE FINAL INSPECTION, DESIGN ENGINEER MAY RANDOMLY SELECT MEASUREMENTS DOCUMENTS IN THE FINAL REPORT TO BE RECHECKED BY THE CONTRACTOR.

23 01 00 - BASIC MECHANICAL REQUIREMENTS

1. THE WORK INCLUDED UNDER THIS SECTION CONSISTS OF FURNISHING ALL MATERIALS, EQUIPMENT AND LABOR, AND THE PERFORMING OF ALL FUNCTIONS EXCEPT AS OTHERWISE SPECIFIED HEREIN OR SHOWN ON THE DRAWINGS TO BE PERFORMED BY OTHERS, FOR THE INSTALLATION OF ALL HEATING AND COOLING EQUIPMENT, PIPING, DUCTWORK, GRILLES, REGISTERS, ETC., INCLUDING ALL CONNECTIONS TO EACH SYSTEM AS SPECIFIED HEREIN AND SHOWN ON THE DRAWINGS. IT SHALL FURTHER INCLUDE FURNISHING AND INSTALLING ALL MISCELLANEOUS ITEMS REQUIRED FOR THE OPERATION OF THE SYSTEM, WHETHER SPECIFICALLY CALLED OUT OR NOT.
2. ALL MATERIALS, EQUIPMENT AND INSTALLATION MUST COMPLY WITH THE 2018 IMC, AND ALL APPLICABLE LAWS, CODES, RULES AND REGULATIONS, REQUIRED BY CITY, COUNTY AND STATE, AS WELL AS FEDERAL REQUIREMENTS, PERMITS: OBTAIN AND PAY FOR ALL REQUIRED PERMITS, LICENSES AND FEES.
3. INSPECTIONS: FURNISH OWNER WITH CERTIFICATE OF INSPECTION AND APPROVAL BY LOCAL AUTHORITIES PRIOR TO FINAL ACCEPTANCE OF THE PROJECT BY THE OWNER, ALL WORK MUST BE INSPECTED.
4. PROVIDE 6" CONCRETE HOUSEKEEPING PADS UNDER ALL FLOOR MOUNTED EQUIPMENT.
5. PROPERLY LUBRICATE ALL PIECES OF EQUIPMENT BEFORE TURNING THE SYSTEM OVER TO THE OWNER.
6. INSTALL DUCT MOUNTED SUPPLY AND RETURN AIR SMOKE DETECTORS IN ALL ROOFTOP, FAN-COIL, AIR-HANDLING, AND OTHER SUPPLY AIR SYSTEMS, WITH A CAPACITY GREATER THAN 2000 CFM. SMOKE DETECTORS ARE PURCHASED AND WIRED BY THE DIVISION 26 CONTRACTOR.

23 05 17 - BASIC PIPING MATERIALS & METHODS

1. CORE CUT ALL PIPE PENETRATION OF EXISTING MASONRY OR CONCRETE WALLS AND FLOORS. CORE DRILL ALL PENETRATIONS THROUGH NEW WALLS AND FLOORS. SEAL ALL PENETRATIONS WATER TIGHT WITH SILICONE SEALANT. USE FIRE RATED SEALANT (3M "FIRE BARRIER" OR EQUAL) FOR 1 HOUR OR 2 HOUR PENETRATIONS.
2. CAULK AROUND ALL PIPING THAT PASSES THROUGH FIRE-RATED PARTITIONS WITH A NON-HARDENING CAULKING SIMILAR TO 3M "FIRE BARRIER".
3. SEAL ALL PIPING THROUGH WALLS AIR TIGHT.
4. PROVIDE PROPER PROVISIONS FOR EXPANSION OR MOVEMENT OF ALL PIPING.
5. PROVIDE LARGE ENOUGH PIPE SLEEVES THROUGH WALLS OR FLOORS TO ALLOW FOR ANTICIPATED DEFERENTIAL MOVEMENTS.
6. AT VERTICAL RISERS SUPPORT THE WEIGHT OF THE RISER AT A POINT OR POINTS ABOVE THE CENTER OF GRAVITY OF THE RISER. PROVIDE LATERAL GUIDES AT THE TOP AND BOTTOM OF THE RISER, AND AT THE INTERMEDIATE POINTS NOT TO EXCEED 30'-0" ON CENTER.
7. ALL PIPING SHALL BE SUPPORTED WITH TYPE I STEEL CLEVIS PIPE HANGERS.
8. ALL STEEL CLEVIS HANGERS USED TO SUPPORT PLASTIC PIPING SHALL BE PLASTIC COATED.
9. ALL STEEL HANGERS USED TO SUPPORT COPPER PIPING SHALL BE COPPER PLATED OR PLASTIC COATED.
10. PERFORATED METAL OR PLASTIC STRAPPING (PLUMBERS TAPE) IS NOT AN ACCEPTABLE MATERIAL FOR HANGING OR SECURING PIPE.
11. PROVIDE PIPE HANGERS WITHIN 18 INCHES OF ALL 90 DEGREE ELBOWS.
12. PROVIDE SWAY BRACING ON PIPING 4" AND LARGER AT CHANGES IN DIRECTION GREATER THAN 45 DEGREES.
13. ALL PIPING SHALL BE INSTALLED IN A NEAT ARRANGEMENT PARALLEL TO BUILDING STRUCTURE.

07 84 13 PENETRATION FIRESTOPPING

1. FIRE RATED PENETRATIONS DETAILS SHOWN ON THE CONSTRUCTIONS DOCUMENTS SHOW GENERAL METHOD OF MECHANICAL (HVAC) AND PLUMBING PENETRATION FIRESTOPPING.
2. CONTRACTOR SHALL REVIEW CONSTRUCTION DOCUMENTS AND PROVIDE SPECIFIC FIRESTOPPING DETAILS FROM A SPECIFIC FIRESTOPPING MANUFACTURER FOR EACH MECHANICAL (HVAC) AND PLUMBING PIPE OR DUCT PENETRATION FOR EACH FIRE RATED ASSEMBLY.
3. PROVIDE PENETRATION FIRESTOPPING THAT IS PRODUCED AND INSTALLED TO RESIST SPREAD OF FIRE ACCORDING TO REQUIREMENTS INDICATED, RESIST PASSAGE OF SMOKE AND OTHER GASES, AND MAINTAIN ORIGINAL FIRE-RESISTANCE RATING OF CONSTRUCTION PENETRATED.
4. PENETRATION FIRESTOPPING SYSTEMS SHALL BE COMPATIBLE WITH ONE ANOTHER, WITH THE SUBSTRATES FORMING OPENINGS, AND WITH PENETRATING ITEMS IF ANY.
5. PENETRATIONS IN FIRE-RESISTANCE-RATED WALLS: PROVIDE PENETRATION FIRESTOPPING WITH RATINGS DETERMINED PER ASTM E 814 OR UL 1479, BASED ON TESTING AT A POSITIVE PRESSURE DIFFERENTIAL OF 0.01-INCH WG
6. PENETRATION FIRESTOPPING PRODUCTS SHALL BEAR UL, ETL OR FM GLOBAL CLASSIFICATION MARKING OF QUALIFIED TESTING AND INSPECTING AGENCY.
7. DO NOT INSTALL PENETRATION FIRESTOPPING WHEN AMBIENT OR SUBSTRATE TEMPERATURES ARE OUTSIDE LIMITS PERMITTED BY PENETRATION FIRESTOPPING MANUFACTURERS OR WHEN SUBSTRATES ARE WET BECAUSE OF RAIN, FROST, CONDENSATION, OR OTHER CAUSES.
8. COORDINATE CONSTRUCTION OF OPENINGS AND PENETRATING ITEMS TO ENSURE THAT PENETRATION FIRESTOPPING IS INSTALLED ACCORDING TO SPECIFIED REQUIREMENTS.
9. COORDINATE SIZING OF SLEEVES, OPENINGS, CORE-DRILLED HOLES, OR CUT OPENINGS TO ACCOMMODATE PENETRATION FIRESTOPPING.
10. INSTALL PENETRATION FIRESTOPPING TO COMPLY WITH MANUFACTURER'S WRITTEN INSTALLATION INSTRUCTIONS AND PUBLISHED DRAWINGS FOR PRODUCTS AND APPLICATIONS INDICATED.
11. INSTALL FORMING MATERIALS AND OTHER ACCESSORIES OF TYPES REQUIRED TO SUPPORT FILL MATERIALS DURING THEIR APPLICATION AND IN THE POSITION NEEDED TO PRODUCE CROSS-SECTIONAL SHAPES AND DEPTHS REQUIRED TO ACHIEVE FIRE RATINGS INDICATED.
12. IDENTIFY PENETRATION FIRESTOPPING WITH PREPRINTED METAL OR PLASTIC LABELS. ATTACH LABELS PERMANENTLY TO SURFACES ADJACENT TO AND WITHIN 6 INCHES OF FIRESTOPPING EDGE SO LABELS WILL BE VISIBLE TO ANYONE SEEKING TO REMOVE PENETRATING ITEMS OR FIRESTOPPING.

MECHANICAL SPECIFICATIONS

23 05 53 - MECHANICAL IDENTIFICATION

1. PIPE MARKERS:
   PLASTIC TAPE: PROVIDE MANUFACTURER'S STANDARD COLOR-CODED PRESSURE-SENSITIVE (SELF ADHESIVE) VINYL TAPE, NOT LESS THAN 3 MILS THICK, 1-1/2" WIDE TAPE MARKERS ON PIPES WITH OUTSIDE DIAMETERS LESS THAN 6" (INCLUDING INSULATION, IF ANY); 2-1/2" WIDE TAPE FOR LARGER PIPES.
2. DUCT MARKERS:
   PROVIDE MANUFACTURER'S STANDARD LAMINATED PLASTIC, COLOR CODED DUCT MARKERS.
3. COLOR:
   COMPLY WITH ANSI A13.1
4. LETTERING:
   MANUFACTURER'S STANDARD PRE-PRINTED NOMENCLATURE WHICH BEST DESCRIBES PIPING OR DUCT SYSTEM IN EACH INSTANCE OR AS SELECTED BY ARCHTECT OR ENGINEER IN CASES OF VARIANCE WITH NAMES AS SHOWN.
5. ARROWS:
   PRINT EACH MARKER WITH ARROWS INDICATING DIRECTION OF FLOW.

23 05 93 - TESTING, ADJUSTING AND BALANCING

1. OBTAIN THE SERVICES OF AN INDEPENDENT TESTING AND BALANCING AGENCY TO BALANCE AND ADJUST THE SYSTEM. THIS SHALL BE DONE BY PERSONS FULLY FAMILIAR WITH SYSTEMS OF THIS TYPE. BALANCING SHALL BE DONE IN ACCORDANCE TO AABC OR NEBB STANDARDS. ALL DATA SHALL BE RECORDED AND A REPORT SUBMITTED TO THE ENGINEER OF RECORD PRIOR TO JOB CLOSE OUT.
2. BALANCE EXISTING/NEW EQUIPMENT AS REQUIRED FOR SUPPLY AIRFLOW CFM AS SPECIFIED.

23 81 26 - SPLIT SYSTEM HEAT PUMP UNITS

1. PROVIDE FACTORY ASSEMBLED AND TESTED SPLIT TYPE HEAT PUMP UNIT WITH INDOOR UNIT CONSISTING OF CASING, EVAPORATOR COIL, EVAPORATOR FAN, AND DRAIN PAN: AND OUTDOOR UNIT CONSISTING OF COMPRESSOR, CONDENSER COIL AND CONDENSER FAN. UNIT TO BE COMPLETE WITH MICROPROCESSOR CONTROLS, CONDENSATE PUMP, AND 5 YEAR COMPRESSOR WARRANTY. UNITS TO BE CARRIER, TRANE, OR DAIKIN.

23 37 13 - GRILLES, DIFFUSER AND LOUVERS

1. ALL GRILLES, DIFFUSERS, AND REGISTERS SHALL BE COMPLETE WITH FRAMES AND RUBBER GASKETS. FINISH FOR ALL REGISTERS, DIFFUSERS AND GRILLES SHALL BE WHITE.
2. MANUFACTURERS:
   A. KRUEGER
   B. TITUS
   C. PRICE
   D. NAILOR

PRODUCTS SHALL BE SPECIFIED AS LISTED ON DRAWINGS.

3. COORDINATE THE LOCATIONS OF ALL CEILING DIFFUSERS, REGISTERS, AND GRILLES WITH THE ARCHITECTURAL REFLECTED CEILING PLAN, ELECTRICAL LIGHTING LAYOUT, AND ARCHITECTURAL ELEVATIONS.
4. LOUVERS SHALL HAVE MINIMUM FREE AREA AND MAXIMUM PRESSURE DROP AS LISTED IN THE SCHEDULES. LOUVER SHALL HAVE FRAME AND SILLS COMPATIBLE WITH ADJACENT SUBSTRATE AND FIT ACCURATELY FOR WEATHERPROOF INSTALLATION. LOUVERS SHALL BE COMPLETE WITH 1/2" MESH ANODIZED ALUMINUM BIRD SCREEN.

MECHANICAL SPECIFICATIONS

23 07 00 - MECHANICAL INSULATION

1. PIPE INSULATION TO BE SNAP-ON GLASS FIBER TYPE WITH VAPOR JACKET. SEAL ALL ENDS AND JOINTS TO PROVIDE A COMPLETELY SEALED SYSTEM. ALTERNATIVELY, USE FLEXIBLE UNICELLULAR ASTM 534 TYPE 1 INSULATION, USE 1" THICKNESS FOR PIPE UP TO 2"Ø, AND 1 1/2" FOR PIPE OVER 2"Ø.
2. WRAP ALL SUPPLY AND RETURN DUCTWORK WITH 1-1/2" THICK FOIL FACED FIBERGLASS INSULATION. WRAP INSULATION TIGHTLY ON THE DUCT WITH ALL CIRCUMFERENTIAL JOINTS BUTTED AND LONGITUDINAL JOINTS OVERLAPPED A MIN. OF 2". COVER ALL JOINTS WITH FOIL-REINFORCED 'KRAFT' TAPE, 3" WIDE.
3. NO RETURN AIR DUCT INSULATION IS REQUIRED IF THE RETURN AIR AND PLENUM TEMPERATURE DIFFERENCE IS LESS THAN 10°F

23 09 00 - AUTOMATIC TEMPERATURE CONTROL SYSTEM

FURNISH AND INSTALL A COMPLETE ELECTRONIC AUTOMATIC TEMPERATURE CONTROL SYSTEM, TO PROVIDE THE FOLLOWING FUNCTIONS:

1. BUILDING HVAC CONTROL SYSTEM:
   A. FURNACE/CONDENSING UNIT SYSTEMS:
      PROVIDE WALL MOUNTED THERMOSTATS AS RECOMMENDED BY MANUFACTURER.
   B. THERMOSTATS SHALL BE EITHER
      JOHNSON T500, HONEYWELL CHRONOTHERM III, CARRIER 33CS25S-PS, OR BRYANT TSTAT B8RCM0-1A ELECTRONIC PROGRAMMABLE THERMOSTATS WITH COOLING, 1 OR 2 STAGE HEATING, NIGHT SETBACK, A 7-DAY, 24 HOUR CLOCK, L.E.D. INDICATOR, SET POINT ADJUSTMENT AND A FAN ON/AUTO SWITCH. PROVIDE A KEY LOCKING GUARD OR AN ACCESS CODE LOCKOUT.

23 23 00 - REFRIGERANT PIPING

1. INSTALL MANUFACTURER'S PRE-CHARGED REFRIGERANT LINE-SETS FROM THE CONDENSING UNIT TO THE DX-COIL AND CONNECT AS REQUIRED. ALL PIPING PENETRATIONS SHALL BE SEALED WATERTIGHT WITH SILICONE SEALANT AND PROVIDED WITH ESCUTCHEON PLATES WHERE VISIBLE. SUPPORT REFRIGERANT LINES AT 5 FT ON CENTER. SUPPORT EXTERIOR PIPING ON UNISTRUT. NEST GROUPS OF PIPE TOGETHER WHENEVER POSSIBLE, SIZE OF LINES TO BE AS RECOMMENDED BY THE MANUFACTURER OF THE EQUIPMENT. FOR THE REFRIGERATION CAPACITY, DISTANCE AND VERTICAL RISES INVOLVED. PROVIDE DOUBLE SUCTION RISERS WHEN CONDENSING UNIT IS MORE THAN MANUFACTURERS RECOMMENDED HEIGHT ABOVE THE EVAPORATOR COIL.
2. PROVIDE COPPER REFRIGERANT PIPING SIZED AS RECOMMENDED BY THE EQUIPMENT MANUFACTURER. BRAISE ALL JOINTS AND FITTINGS. PROVIDE 1/2" THICK INSULATION ON ENTIRE LENGTH OF REFRIGERANT SUCTION PIPING EQUAL TO ARMSTRONG ARMAFLEX. COAT ALL INSULATION JOINTS WITH TWO (2) COATS OF GRAY 'ARMAFLEX NO.22' FINISH OR EQUAL. PROVIDE EXTERIOR INSULATION WITH A UV PROTECTION SLEEVE.

23 31 00 - DUCT CONSTRUCTION NOTES

1. ALL DUCTWORK SHALL BE GALVANIZED SHEET METAL, EXCEPT WHERE INDICATED OTHERWISE.
2. SHEET METAL DUCT STATIC PRESSURE CLASSIFICATION:
   SUPPLY AIR DUCT: 2" W.C.
   RETURN AIR DUCT: 2" W.C. (NEGATIVE)
   EXHAUST AIR DUCT: 2" W.C. (NEGATIVE)
   OUTSIDE AIR DUCT: 2" W.C.
3. SEAL ALL TRANSVERSE JOINTS AND LONGITUDINAL SEAMS TO SMACNA SEAL CLASS B.
4. DO NOT USE GRAY DUCT TAPE. FOIL BACKED TAPE, OIL BASED CAULKING AND GLAZING COMPOUNDS TO SEAL METAL DUCTS.
5. CROSS-BREAK DUCT SURFACES 19" THROUGH 60". USE ANGLE REINFORCING FOR DUCTS SURFACES OVER 60".
6. ALL METAL LONGITUDINAL SEAMS SHALL BE PITTSBURG OR OTHER LISTED SMACNA LISTED SEAM. DO NOT USE BUTTON PUNCH SNAP-BACK SEAMS.
7. SUSPEND METAL DUCTWORK NOT EXCEEDING 30" LONGEST SIDE AT EVERY JOINT. DO NOT EXCEED 10'-0" HANGER SPACING. USE 1" X 18 GAGE GALVANIZED STRAPS (MINIMUM) ATTACHED TO BOTTOM AND SIDES OF DUCT.
8. SUSPEND METAL DUCTWORK EXCEEDING 30" LONGEST SIDE AT MAXIMUM 8'-0" SPACING USING ANGLES AND RODS.
9. SUPPORT DUCTWORK FORM STRUCTURAL MEMBERS. ATTACHMENT TO ROOF DECK IS NOT ACCEPTABLE.
10. DUCT SIZES SHALL BE VERIFIED FOR CLEARANCES AT THE JOB SITE PRIOR TO FABRICATION, DIMENSIONS MAY BE CHANGED TO ACCOMMODATE CONSTRUCTION CLEARANCES, FREE AREA OF DUCT SHALL BE MAINTAINED.
11. DUCT TRANSITIONS SHALL BE CONSTRUCTED WITH SLOPE OF 1/4.
12. PROVIDE ELBOWS AND CHANGES IN DIRECTION WITH SINGLE VANE TURNING VANE

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NO.	REVISION	DATE

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DATE: 06/12/2024
DESIGNED BY: DMP
DRAWN BY: ASK
APPROVED BY: DMP

SHEET TITLE:
MECHANICAL SPECIFICATIONS

SHEET NUMBER:
ME002

CONSTRUCTION DOCUMENTATION

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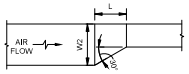
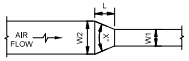
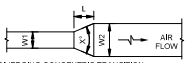


ECCENTRIC TRANSITION:
- MAX 30° ANGLE
- WHEN TRANSITIONING FROM ROUND TO FLAT OVAL, A MAX ANGLE OF 45° IS PERMITTED
- L (MIN) = (W2 - W1)/ 0.58 FOR 30°
- L (MIN) = (H2 - H1)/ 0.58 FOR 30°
- L (MIN) = W2 - W1 FOR 45°
- L (MIN) = H2 - H1 FOR 45°
- FOR ROUND DUCTWORK W=Ø
- L SHALL BE GREATER OF W AND H CALCULATIONS



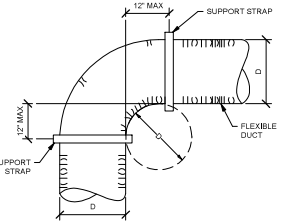
CONVERGING CONCENTRIC TRANSITION:
- X° = 60° MAX
- L (MIN) = (W2 - W1)/ 1.15
- L (MIN) = (H2 - H1)/ 1.15
- FOR ROUND DUCTWORK W=Ø
- L SHALL BE GREATER OF W AND H CALCULATIONS



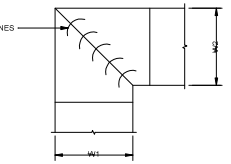
DIVERGING CONCENTRIC TRANSITION:
- X° = 45° MAX
- L (MIN) = (W2 - W1) / 2
- L (MIN) = (H2 - H1) / 2
- FOR ROUND DUCTWORK W=Ø
- L SHALL BE GREATER OF W AND H CALCULATIONS

NOTES:
1. UNLESS OTHERWISE INDICATED ON PLANS, MAXIMUM ANGLES SHOWN SHALL APPLY.
2. INSTALL PER SMACNA HVAC DUCT CONSTRUCTION STANDARDS
3. WHEN TRANSITIONING DUCT HEIGHT AS WELL AS WIDTH, THE LONGER LENGTH SHALL APPLY.

13 DUCT TRANSITIONS DETAIL
SCALE: NTS

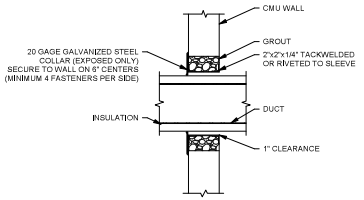


12 FLEX DUCT RADIUS
SCALE: NTS

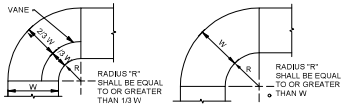


NOTES:
1. ALL TURNING VANES SHALL BE SINGLE VANE TYPE REGARDLESS OF DIMENSION.
2. ALL SINGLE VANES SHALL HAVE A 2 INCH RADIUS. 1 INCH MAXIMUM SPACE BETWEEN VANES AND A 3/4 INCH TRAILING EDGE.

11 DUCT ELBOW - SQUARE DETAIL
SCALE: NTS

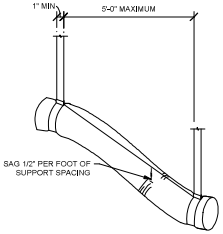


10 DUCT PENETRATION THROUGH CMU WALL
SCALE: NTS

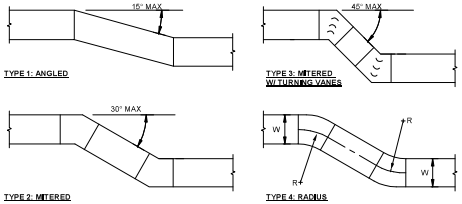


NOTES:
1. ALL ELBOWS ARE LONG RADIUS UNLESS OTHERWISE NOTED ON PLANS. THE INTERIOR SURFACE OF ALL RADIUS ELBOWS SHALL BE MADE ROUND.
2. ALL LONG RADIUS ELBOWS SHOWN ON PLANS MAY BE MADE SHORT RADIUS ELBOWS. ALL SHORT RADIUS ELBOWS SHALL HAVE VANES. VANES SHALL BE CONSTRUCTED, SUPPORTED AND FASTENED AS DIRECTED BY SMACNA HVAC DUCT CONSTRUCTION STANDARDS.

9 DUCT ELBOW - ROUND DETAIL
SCALE: NTS

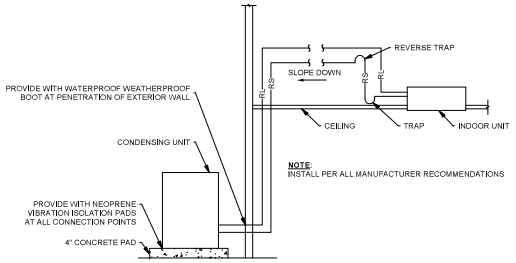


8 FLEX DUCT SUPPORT
SCALE: NTS



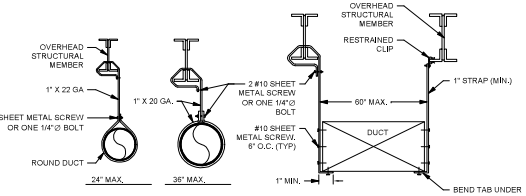
NOTES:
1. INSTALL PER SMACNA HVAC DUCT CONSTRUCTION STANDARDS
2. NO OFFSET SHALL BE GREATER THAN 45 DEGREES
3. NO TRANSITION IN DUCT SIZE ALLOWED IN OFFSET

7 DUCT OFFSETS DETAIL
SCALE: NTS



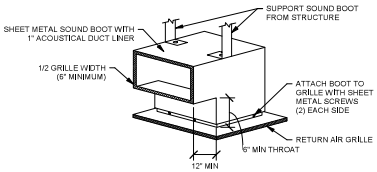
NOTE:
INSTALL PER ALL MANUFACTURER RECOMMENDATIONS

6 REFRIGERANT PIPING DETAIL
SCALE: NTS

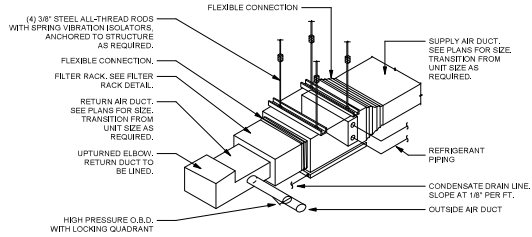


NOTE:
1. USE TRAPEZE HANGER FOR RECTANGULAR DUCT LARGER THAN 60" WIDTH

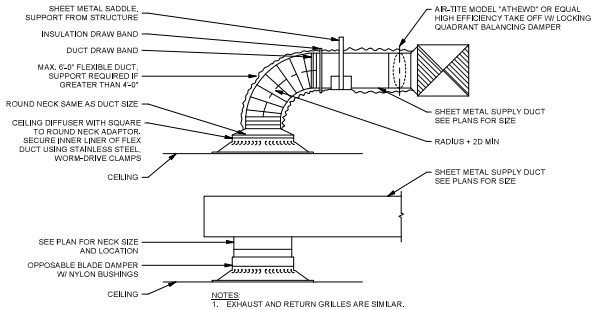
5 DUCT HANGERS (COMBINED)
SCALE: NTS



4 RETURN AIR GRILLE WITH SOUND BOOT
SCALE: NTS

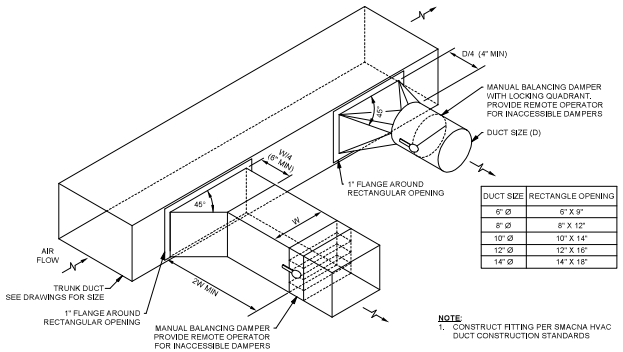


3 VRF FAN COIL UNIT WITH UPTURNED ELBOW
SCALE: NTS



NOTES:
1. EXHAUST AND RETURN GRILLES ARE SIMILAR.
2. BOTTOM TAKE-OFF METHOD IS ONLY ALLOWED IF DIFFUSER IS DIRECTLY BELOW DUCT AND DISTANCE BETWEEN DIFFUSER AND BOTTOM OF CONNECTING DUCT IS LESS THAN DIAMETER OF RUNOUT.
3. COORDINATE CEILING STRUCTURE WITH ARCHITECTURAL PLANS.

2 CEILING DIFFUSER DETAIL WITH DUCTING
SCALE: NTS



DUCT SIZE	RECTANGLE OPENING
6" Ø	6" X 9"
8" Ø	8" X 12"
10" Ø	10" X 14"
12" Ø	12" X 16"
14" Ø	14" X 18"

NOTE:
1. CONSTRUCT FITTING PER SMACNA HVAC DUCT CONSTRUCTION STANDARDS

1 DUCT HIGH EFFICIENCY TAKE-OFFS
SCALE: NTS

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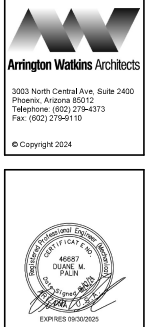

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NO.	REVISION	DATE

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DRAWN BY: ASK
APPROVED BY: DMP

SHEET TITLE:
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SHEET NUMBER:
ME501

CONSTRUCTION DOCUMENTATION

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SPLIT SYSTEM INDOOR UNIT SCHEDULE

SYMBOL	MANUFACTURER	MODEL	LOCATION	COOLING CAPACITY TOTAL MBH	COOLING CAPACITY SENSIBLE MBH	HEATING CAPACITY MBH	SUPPLY CFM	OA CFM	DIMENSIONS W"xH"xD"	WEIGHT (LBS.)	MCA	MOCP	VOLTS	PHASE	HZ.	INDOOR TEMP (DEG. F)	OUTDOOR TEMP (DEG. F)	REMARKS
IU-1	DAIKIN	FXMQ48PBVJU	SUPERVISOR OFFICE	48	35.8	54	1600	185	55"x12"x28"	102	3.4	15	208	1	60	78	115	1,2,3,4,5

NOTES:

1. UNIT TO MEET THE COOLING CAPACITY WITH AN AMBIENT TEMPERATURE OF 115F/71F DB/WB.
2. ACCEPTABLE MANUFACTURERS: CARRIER, DAIKIN, TRANE, OR PRIOR APPROVED EQUAL.
3. PROVIDE FACTORY AUTHORIZED STARTUP OF EQUIPMENT INCLUDING STARTUP OF ANY FACTORY CONTROLS TO ENSURE PROPER SEQUENCING.
4. PROVIDE REFRIGERANT PIPING SIZED AS PER MANUFACTURER'S RECOMMENDATIONS. "ACR" COPPER ONLY.

SPLIT SYSTEM CONDENSING UNIT SCHEDULE

SYMBOL	MANUFACTURER	MODEL	LOCATION	REFRIGERANT	COOLING DATA TOTAL MBH	COOLING DATA SENSIBLE MBH	HEATING DATA MBH	VOLTS/ PHASE	MINIMUM CIRCUIT AMPACITY (MCA)	MAXIMUM OVERCURRENT PROTECTION (MOCP)	DIMENSIONS W" x H" x D"	OPERATING WEIGHT (LBS.)	REMARKS
CU-1	DAIKIN	RXYMQ48PVJU	PATIO	R-410A	48	35.8	54	208/1/60	27	30	36"x53"x13"	283	1,2,3,4,5,6,7

NOTES:

1. UNIT TO MEET THE COOLING CAPACITY WITH AN AMBIENT TEMPERATURE OF 115F/71F DB/WB.
2. PROVIDE WITH NEOPRENE PADS AT ALL CONNECTION POINTS.
3. ACCEPTABLE MANUFACTURERS: CARRIER, DAIKIN, TRANE, OR PRIOR APPROVED EQUAL.
4. PROVIDE FACTORY AUTHORIZED STARTUP OF EQUIPMENT INCLUDING STARTUP OF ANY FACTORY CONTROLS TO ENSURE PROPER SEQUENCING.
5. PROVIDE REFRIGERANT PIPING SIZED AS PER MANUFACTURER'S RECOMMENDATIONS. "ACR" COPPER ONLY.
6. COORDINATE REFRIGERANT CHARGE AND PIPING SIZES WITH EQUIVALENT LINE LENTH TO MINIMIZE PRESSURE DROP AND CAPACITY LOSS.
7. PROVIDE BOOT AT CONDENSER LINE PENETRATION.

DIFFUSER AND GRILLE SCHEDULE

SYMBOL	MANUFACTURER	MODEL NO.	TYPE	MOUNTING	FACE SIZE	NECK SIZE	MAX NC	REMARKS
SG-1	TITUS	272RL	SIDEWALL GRILLE	SIDEWALL	18" x 10"	-	25	1,2,3
CD-1	TITUS	TMS	SQUARE PLAQUE	CEILING	24" x 24"	SEE PLANS	25	1,2,3
RG-1	TITUS	350RL	LOUVER GRILLE	CEILING	24" x 24"	-	25	1,2,3
RG-2	TITUS	350RL	LOUVER GRILLE	SIDEWALL	24" x 12"	-	25	1,2,3

NOTES:

1. REGISTERS AND GRILLES SHALL BE TESTED IN ACCORDANCE WITH ANSI/ASHRAE STD 70.
2. NC VALUES ARE BASED ON OCTAVE BAND SOUND POWER LEVELS MINUS A ROOM ABSORPTION OF 10 dB, RE 10(-12) WATTS.
3. COORDINATE EXACT COLOR SELECTION WITH OWNER AND ARCHITECT.

OUTSIDE AIR CALCULATION

EQUIPMENT ID	ROOM CLASSIFICATION	AREA	OCCUPANT DENSITY (#/1000)	NUMBER OF PEOPLE	PEOPLE OA RATE (CFM/PERSON)	AREA OA RATE (CFM/SF)	DISTRIBUTION EFFECTIVENESS	OSA REQUIRED (CFM)	OSA PROVIDED (CFM)
IU-1	Supervisor Office 118	72	5	1	5	0.06	0.8	8	8
	Office 117	57	5	1	5	0.06	0.8	8	8
	Office Area 116	166	5	1	5	0.06	0.8	18	18
	Reception Area 114	260	30	8	5	0.06	0.8	68	68
	Conference Room 115	54	50	3	5	0.06	0.8	21	21
	Corridor	150	0	0	0	0.06	0.8	11	11
							TOTAL		135
NOTES:	1. CALCULATION BASED ON 2018 IMC. CONTRACTOR SHALL BE RESPONSIBLE FOR BALANCE OF EACH BALANCING DAMPER ASSOCIATED WITH RESPECTIVE FAN COIL UNIT.								

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Registered Professional Engineer — CERTIFICATE NO. 46587 — DUANE M. PALIN — ARIZONA U.S.A. — EXPIRES 09/30/2025

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APPROVED BY: DMP

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SHEET NUMBER:
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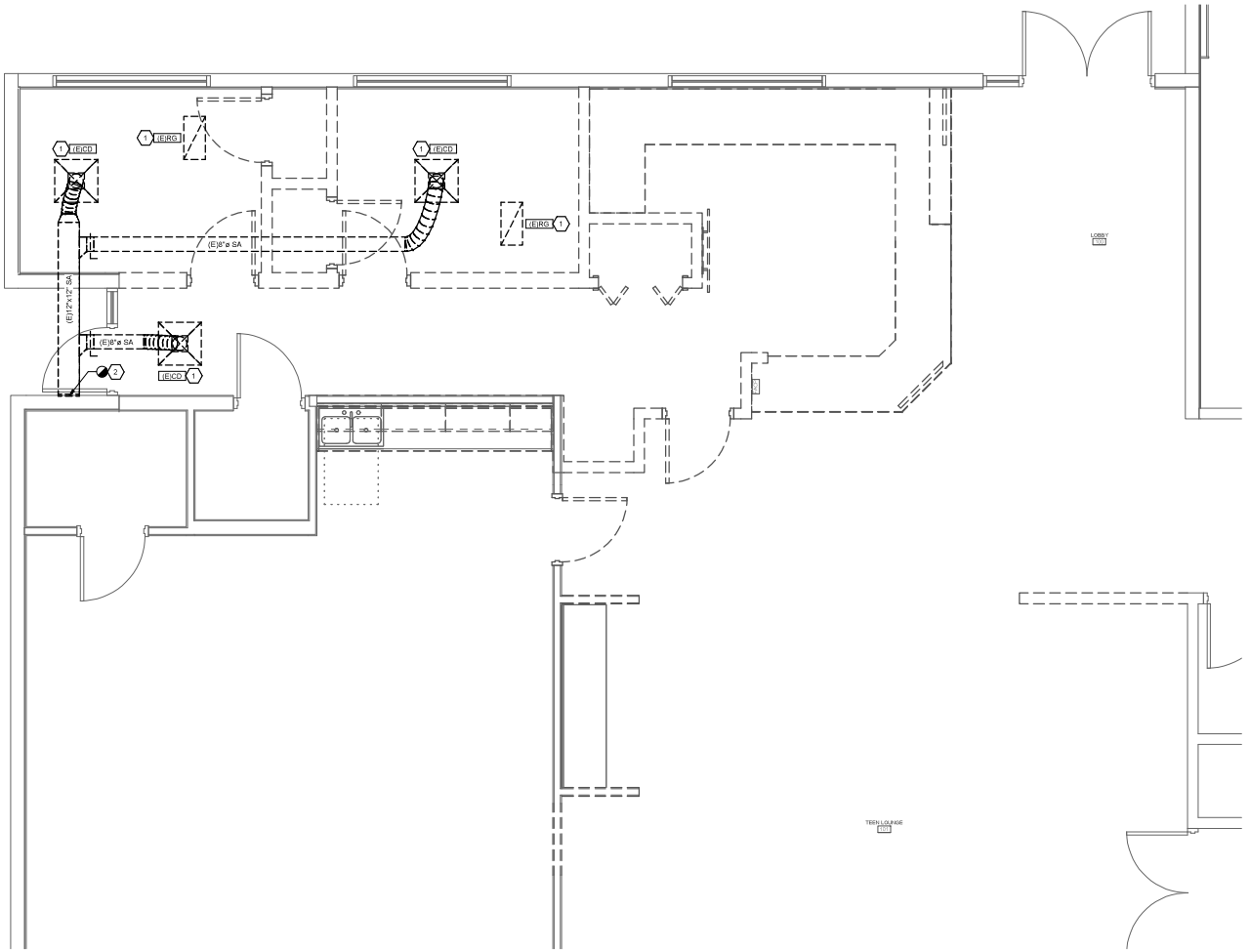
GENERAL SHEET NOTES

1. PRIOR TO CONSTRUCTION CONTRACTOR SHALL PRE-READ SUPPLY AIR OUTLETS PRIOR TO COMMENCING WORK.
2. BASED ON PRE-READ THE AIR SHALL BE DISTRIBUTED TO THE DIFFUSERS ASSOCIATED WITH THE SYSTEM.

SHEET KEYNOTES

1. EXISTING AIR TERMINAL TO BE DEMOLISHED. TYPICAL FOR ALL.
2. DEMOLISH EXISTING DUCTWORK FROM LOCATION SHOWN TO AIR TERMINALS. CAP AND SEAL EXISTING DUCTWORK AIRTIGHT AT DEMOLITION POINT SHOWN.



NORTH

1 LEVEL 1 MECHANICAL DEMOLITION PLAN
3/8" = 1'-0"

0' 4' 8' 16' 32'

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STATE OF ARIZONA
EXPIRES 09/30/2025

2nd Submittal
BLDCIP-24-0022

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Project No. 240107

BUCKEYE DR. SAIDE RECREATIONAL CENTER
1003 E EASON AVE
BUCKEYE, AZ 85326

NO.	REVISION	DATE

PROJECT NO.: 2023.078
DATE: 06/12/2024
DESIGNED BY: DMP
DRAWN BY: ASK
APPROVED BY: DMP

SHEET TITLE:
LEVEL 1 MECHANICAL DEMO PLAN

SHEET NUMBER:
MD101

CONSTRUCTION DOCUMENTATION

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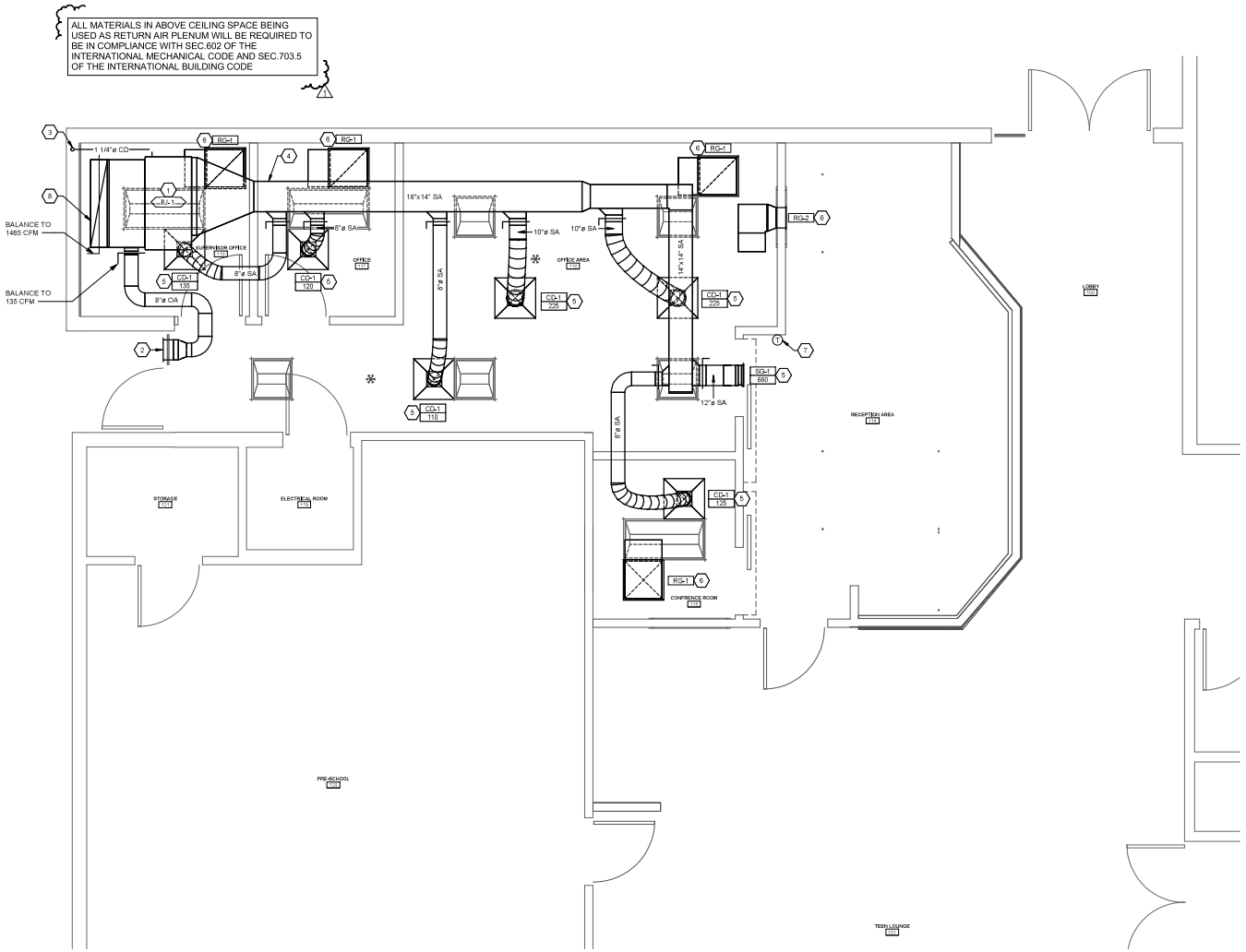

NORTH

1 LEVEL 1 MECHANICAL PLAN
3/8" = 1'-0"

0' 4' 8' 16' 32'

SHEET KEYNOTES

1. INSTALL NEW INDOOR HEAT PUMP UNIT. INSTALL PER MANUFACTURER'S WRITTEN INSTRUCTIONS AND MAINTAIN ALL REQUIRED CLEARANCE. PROVIDE WITH FULL HEIGHT LINED RETURN BOOT.
2. PROVIDE DRAINABLE LOUVER WITH INSECT SCREEN AT LOCATION SHOWN. LOUVER SHALL BE 12" X 12" RUSKIN ELF375X OR EQUIVALENT.
3. EXTEND 1 1/4" CONDENSATE DRAIN DOWN TO LANDSCAPE AREA.
4. INSTALL NEW SUPPLY DUCTWORK AND ROUTE AS INDICATED.
5. INSTALL NEW SUPPLY DIFFUSER WITH RUNOUT AND BALANCING DAMPER AT LOCATION SHOWN AND BALANCE AIRFLOW INDICATED.
6. INSTALL NEW RETURN GRILLE WITH LINED SOUND BOOT AT LOCATION SHOWN.
7. INSTALL NEW THERMOSTAT AT LOCATION SHOWN AND EXTEND PLENUM RATED CONTROL WIRING BACK TO ASSOCIATED UNIT.
8. RETURN PLENUM TO ELBOW UP AND TERMINATE OPEN WITH BALANCING DAMPER.

PROVIDE VENTILATION AIR BALANCE REPORT TO CITY OF BUCKEYE BUILDING INSPECTOR PRIOR TO FINAL INSPECTION. IMC SEC.403.3.1.5

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BUCKEYE, AZ 85326

NO.	REVISION	DATE
1	1ST CITY COMMENT	07/31/24

PROJECT NO.: 2023.078
DATE: 06/12/2024
DESIGNED BY: DMP
DRAWN BY: ASK
APPROVED BY: DMP

SHEET TITLE:
LEVEL 1 MECHANICAL PLAN

SHEET NUMBER:
MH101

CONSTRUCTION DOCUMENTATION

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SYMBOLS LEGEND

SYMBOL	DESCRIPTION
REFERENCE AND LINE SYMBOLS	
A5 / E-501	DETAIL INDICATOR: A5 INDICATES DETAIL NUMBER. E-501 INDICATES DRAWING SHEET WHERE DETAIL IS SHOWN.
A5 / E-201	ELEVATION OR SECTION INDICATOR, EXTERIOR: A5 INDICATES ELEVATION OR SECTION NUMBER. E-201 INDICATES DRAWING SHEET WHERE ELEVATION OR SECTION IS SHOWN.
A5 / E-201	ELEVATION OR SECTION INDICATOR, INTERIOR: A5 INDICATES ELEVATION OR SECTION NUMBER. E-201 INDICATES DRAWING SHEET WHERE ELEVATION OR SECTION IS SHOWN.
ROOM NAME / 100	ROOM IDENTIFIER WITH ROOM NAME AND NUMBER.
1	KEYNOTE INDICATOR.
1	REVISION INDICATOR.
EQ-1	EQUIPMENT INDICATOR.
	BREAK, STRAIGHT: TO BREAK PARTS OF DRAWING
	BREAK, ROUND
MATCH LINE SEE A1/X-501	MATCH LINE INDICATOR: CENTER, EXTRA WIDE LINE.
	NEW LINE: MEDIUM LINE.
	HIDDEN FEATURES LINE: HIDDEN, THIN LINE
	EXISTING TO REMAIN LINE: THIN LINE.
	DEMOLITION LINE: DASHED, MEDIUM LINE
	PROPERTY LINE: DASHED, WIDE LINE.
	CONTRACT LIMIT LINE: DASHDOT, WIDE LINE.
X-X / 1LA-3	EQUIPMENT INDICATOR. "X-X" INDICATES EQUIPMENT MARK SHOWN ON EQUIPMENT SCHEDULE. "1LA-3" IDENTIFIES PANEL EQUIPMENT IS CIRCUITED TO. REFER TO EQUIPMENT SCHEDULE FOR ADDITIONAL INFORMATION.

SYMBOLS LEGEND

SYMBOL	DESCRIPTION
LIGHTING	
(W-3)	FIXTURE IDENTIFICATION: (W-3) INDICATES FIXTURE TYPE AS SCHEDULED.
(W-3E)	FIXTURE IDENTIFICATION: EMERGENCY LIGHTING FIXTURE WITH BATTERY PACK AND/ OR GENERATOR AND/ OR CENTRALIZED INVERTER AND/ OR CENTRALIZED UPS CONNECTION AS INDICATED IN PLANS. (W-3E) INDICATES FIXTURE TYPE AS SCHEDULED.
EM	EMERGENCY.
NL	NIGHT LIGHT: DO NOT SWITCH.
	EGRESS DIRECTION ARROW (EXIT SIGNS).
	EXIT SIGN: SINGLE FACE; CEILING MOUNTED
	EXIT SIGN: SINGLE FACE; WALL MOUNTED
	EXIT SIGN: DOUBLE FACE; CEILING MOUNTED
	EXIT SIGN: DOUBLE FACE; WALL MOUNTED
LIGHTING CONTROL	
	OCCUPANCY SENSOR, DUAL TECHNOLOGY, OMNI-DIRECTIONAL, CEILING.
P	PHOTOCELL.
	VACANCY SENSOR, DUAL TECHNOLOGY, OMNI-DIRECTIONAL, CEILING.
a,b	LOW VOLTAGE DIGITAL LIGHTING CONTROL SWITCH: LETTER "a,b" INDICATES ZONING WHERE SHOWN (REFER TO PLANS, SCHEDULES, AND DETAILS FOR EXACT BUTTON CONFIGURATION AND PROGRAMMING REQUIREMENTS)
DC	DIGITAL LIGHTING DIMMING CONTROLLER
LT X	LIGHTING SPACE CONTROL TYPE. X INDICATES TYPE. SEE SCHEDULE / DIAGRAM.
WIRING DEVICES	
	RECEPTACLE, SINGLE: NEMA 5-20R.
	RECEPTACLE, DUPLEX: NEMA 5-20R.
A	RECEPTACLE, DUPLEX, ABOVE COUNTER: NEMA 5-20R.
	RECEPTACLE, DUPLEX WITH GROUND FAULT CIRCUIT INTERRUPTER: NEMA 5-20R.
	RECEPTACLE, QUADRAPLEX: NEMA 5-20R.
	RECEPTACLE, QUADRAPLEX WITH GROUND FAULT CIRCUIT INTERRUPTER: NEMA 5-20R.
X	SWITCH, SINGLE POLE ("x" INDICATES FIXTURES CONTROLLED).
USB	RECEPTACLE, DUPLEX, WITH USB OUTLET
	OUTLET, DATA COMMUNICATION ("CABLE TYPES AND QUANTITIES BY OTHER, COORDINATE WITH OWNER")
WIRING METHODS	
	WIRING.
A-1	SINGLE BRANCH CIRCUIT HOME RUN TO PANELBOARD WITH DEDICATED NEUTRAL CONDUCTOR. LETTER AND NUMBER NOTATION IDENTIFY PANEL AND CIRCUIT NUMBER.
A-1,3,5	BRANCH CIRCUIT HOME RUN TO PANELBOARD. NUMBER OF ARROWS INDICATES NUMBER OF CIRCUITS. LETTER AND NUMBER NOTATIONS IDENTIFY PANEL AND CIRCUIT NUMBERS.
	LOW VOLTAGE WIRING: DIVIDE, MEDIUM LINE.
	CONDUIT STUB. DIMENSION RECORD DRAWINGS AND MARK.
T	CONDUCTOR & CONDUIT ("CC") SCHEDULE INDICATOR. REFER TO ONE-LINE DIAGRAM.
	JUNCTION BOX.
	MECHANICAL EQUIPMENT CONNECTION. REFER TO EQUIPMENT SCHEDULE FOR REQUIREMENTS.

SYMBOLS LEGEND

SYMBOL	DESCRIPTION
ELECTRICAL POWER AND DISTRIBUTION	
	FUSE WITH RATING (ONE-LINE DIAGRAM).
	DISCONNECT, FUSED (ONE-LINE DIAGRAM).
	DISCONNECT, NONFUSED (ONE-LINE DIAGRAM).
	CIRCUIT BREAKER, MOLDED CASE (ONE-LINE DIAGRAM).
#AF / #AT	CIRCUIT BREAKER, ADJUSTABLE TRIP. "225AF" REPRESENTS THE RATING AND "150AT" REPRESENTS THE TRIP SETTING. (ONE-LINE DIAGRAM).
	TRANSFORMER (ONE-LINE DIAGRAM).
"1H"	PANELBOARD (ONE-LINE DIAGRAM).
225/3 "1H"	PANELBOARD WITH MAIN LUGS ONLY. BUS SIZE AND PHASE AS SHOWN (ONE-LINE DIAGRAM).
225/3 "1H"	PANELBOARD WITH MAIN CIRCUIT BREAKER. SIZE AND PHASE AS SHOWN (ONE-LINE DIAGRAM).
	TRANSFER SWITCH (ONE-LINE DIAGRAM).
	EARTH GROUND (ONE-LINE DIAGRAM).
M	METER.
	PANELBOARD CABINET, SURFACE MOUNTED, 1 SECTION.
DPB	DISTRIBUTION PANEL OR SWITCHBOARD.
	TRANSFORMER (SEE ONE-LINE FOR SIZE)
FIRE ALARM	
FAA	FIRE ALARM ANNUNCIATOR PANEL.
FACP	FIRE ALARM CONTROL PANEL, SEMI-RECESSED.
FATC	FIRE ALARM TERMINAL CABINET: NAC, SLC, SPEAKER CIRCUITS, AMPLIFIERS, BATTERIES
CM	CONTROL MODULE.
MM	MONITOR MODULE.
F	FIRE ALARM MANUAL PULL STATION.
R	SHUT DOWN RELAY. INSTALL RELAY IN CONTROL CIRCUIT OF EQUIPMENT TO BE CONTROLLED IN THE EVENT OF A FIRE.
	DETECTOR, SMOKE.
H	DETECTOR, SMOKE, WALL MOUNTED.
CO	DETECTOR, CARBON MONOXIDE.
	STROBE, WALL MOUNTED.
75	STROBE, WALL MOUNTED. SUBSCRIPT INDICATES CANDELA RATING.
	ALARM, HORN/STROBE, WALL MOUNTED, ONE ASSEMBLY.
75	ALARM, HORN/STROBE, WALL MOUNTED, ONE ASSEMBLY. SUBSCRIPT INDICATES CANDELA RATING.
75	SPEAKER, WALL MOUNTED, EVACUATION, COMBINATION STROBE. SUBSCRIPT INDICATES CANDELLA RATING.
75	ALARM, HORN/STROBE, ONE ASSEMBLY, CEILING MOUNTED. SUBSCRIPT INDICATES CANDELA RATING.
75	ALARM, HORN, CELING MOUNTED. SUBSCRIPT INDICATES CANDELA RATING.
75	SPEAKER/STROBE, CEILING MOUNTED. SUBSCRIPT INDICATES CANDELA RATING.
	SPEAKER, CEILING MOUNTED.

ABBREVIATIONS

NOTE: ALL ABBREVIATIONS MAY NOT BE USED.

1P	SINGLE POLE
1PH	SINGLE-PHASE
1WAY	ONE-WAY
2/C	TWO-CONDUCTOR
2WAY	TWO-WAY
3/C	THREE-CONDUCTOR
3WAY	THREE-WAY
4OUT	QUADRUPLE RECEPTACLE OUTLET
4PDT	FOUR-POLE DOUBLE THROW
4PST	FOUR-POLE SINGLE THROW
4W	FOUR-WIRE
4WAY	FOUR-WAY
A	ABOVE COUNTER
AC	ARMORED CABLE
ADA	AMERICANS WITH DISABILITIES ACT
ADJ	ADJACENT
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AIC	AMPERE INTERRUPTING CAPACITY
ALUM	ALUMINUM
AMP	AMPERE
ANN	ANNUNCIATOR
AP	ACCESS POINT (WIRELESS DATA)
AR	AS REQUIRED
ASC	AMPS SHORT CIRCUIT
ATS	AUTOMATIC TRANSFER SWITCH
AV	AUDIO VISUAL
AVG	AMERICAN WIRE GAGE
BB	BUCK-BOOST TRANSFORMER
XFMR	
BFF	BELOW FINISHED FLOOR
BFG	BELOW FINISHED GRADE
C	CEILING MOUNTED
CAT	CATEGORY
CATV	COMMUNITY ANTENNA TELEVISION
CB	CIRCUIT BREAKER
CCBA	CUSTOM COLOR AS SELECTED BY ARCHITECT
CCTV	CLOSED CIRCUIT TELEVISION
CF/CI	CONTRACTOR FURNISHED/ CONTRACTOR INSTALLED
CF/OI	CONTRACTOR FURNISHED/ OWNER INSTALLED
CFBA	CUSTOM FINISH AS SELECTED BY ARCHITECT
CKT	CIRCUIT
CM	CONSTRUCTION MANAGER
CND	CONDUIT
CO	CONVENIENCE OUTLET
COR	CONTRACTING OFFICER'S REPRESENTATIVE
CP	CONTROL PANEL
CT	CURRENT TRANSFORMER
CTV	CABLE TELEVISION
CU	COPPER
dBA	UNIT OF SOUND LEVEL
DPDT	DOUBLE POLE, DOUBLE THROW
DS	DISCONNECT SWITCH
E	ENHANCED
EA	EACH
EM	EMERGENCY
EMT	ELECTRICAL METALLIC TUBING
ENT	ELECTRIC NONMETALLIC TUBING
EPO	EMERGENCY POWER OFF
EQUIP	EQUIPMENT
ER	EQUIPMENT ROOM
EX	EXISTING
F	FURNITURE MOUNTED
FA	FIRE ALARM
FCP	FIRE ALARM CONTROL PANEL
FLA	FULL LOAD AMPS
FMC	FLEXIBLE METAL CONDUIT
FOB	FREIGHT ON BOARD
FPP	FIBER PATCH PANEL
FVNR	FULL VOLTAGE NON-REVERSING
FVR	FULL VOLTAGE REVERSING
GEN	GENERATOR
GFCI	GROUND FAULT INTERRUPTER
GFP	GROUND FAULT PROTECTION
GIG	GIGA HERTZ
GND	GROUND
HD	HEAVY DUTY
HID	HIGH INTENSITY DISCHARGE
HOA	HAND-OFF-AUTOMATIC
HP	HORSE POWER
HPF	HIGH POWER FACTOR
HPS	HIGH PRESSURE SODIUM
HV	HIGH VOLTAGE
HWM	HORIZONTAL WIRE MANAGEMENT
HZ	HERTZ
I/O	INPUT/ OUTPUT
IG	ISOLATED GROUND
IMC	INTERMEDIATE METAL CONDUIT
INS	INSULATED/ ISOLATED
IR	INFRARED
J-BOX	JUNCTION BOX
KV	KILOVOLT
KVA	KILOVOLT AMPERE
KVAR	KILOVOLT AMPERE REACTIVE
kW	KILOWATT
kWh	KILOWATT HOUR
LED	LIGHT EMITTING DIODE
LFMC	LIQUID TIGHT FLEXIBLE METAL CONDUIT
LFNC	LIQUID TIGHT FLEXIBLE NONMETALLIC CONDUIT
LPS	LOW PRESSURE SODIUM
LRA	LOCKED ROTOR AMPS
LTG	LIGHTING
LV	LOW VOLTAGE
MATV	MASTER ANTENNA TELEVISION SYSTEM
MAX	MAXIMUM
MC	METAL CLAD
MCA	MINIMUM CIRCUIT AMPS
MCB	MAIN CIRCUIT BREAKER
MCC	MOTOR CONTROL CENTER
MCP	MOTOR CIRCUIT PROTECTION
MDP	MAIN DISTRIBUTION PANEL
MG	MOTOR GENERATOR
MH	MANHOLE
MIN	MINIMUM
MLO	MAIN LUGS ONLY
MOCP	MAXIMUM OVERCURRENT PROTECTION
MTS	MANUAL TRANSFER SWITCH
NA	NOT APPLICABLE
NC	NORMALLY CLOSED
NEC	NATIONAL ELECTRICAL CODE
NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
NFC	NATIONAL FIRE CODE
NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
NIC	NOT IN CONTRACT
NL	NIGHT LIGHT
NO	NORMALLY OPEN
NTS	NOT TO SCALE
OC	ON CENTER
OCP	OVER CURRENT PROTECTION
OE	OWNER ELECTRONICS
OF/CI	OWNER FURNISHED/ CONTRACTOR INSTALLED
OF/OI	OWNER FURNISHED/ OWNER INSTALLED
OFP	OBTAIN FROM PLANS
OH DR	OVERHEAD (COILING) DOOR
OL	OVERLOAD
PB	PUSHBUTTON
PF	POWER FACTOR
PH	PHASE
PNL	PANEL
PNM	PLENUM
PR	PAIR
PS	POWER SUPPLY
PT	POTENTIAL TRANSFORMER
PTZ	PAN/TILT/ZOOM
PV	PHOTO VOLTAIC
QTY	QUANTITY
R	REMOVE
RCP	REFLECTED CEILING PLAN
RMC	RIGID METAL CONDUIT
RNC	RIGID NONMETAL CONDUIT
RPM	REVOLUTIONS PER MINUTE
RPP	RISER PATCH PANEL
RR	REMOVE AND RELOCATE
S/S	START/STOP
SCA	SHORT CIRCUIT AMPS
SCBA	STANDARD COLOR AS SELECTED BY ARCHITECT
SF	SQUARE FOOT (FEET)
SFBA	STANDARD FINISH AS SELECTED BY ARCHITECT
SPD	SURGE PROTECTIVE DEVICE
SPDT	SINGLE POLE, DOUBLE THROW
SPEC	SPECIFICATION
SPP	STATION PATCH PANEL
SPST	SINGLE POLE, SINGLE THROW
ST	SINGLE THROW
SWBD	SWITCHBOARD
SWGR	SWITCHGEAR
TL	TWIST LOCK
TP	TELEPHONE POLE
TP	TWISTED PAIR
TR	TELECOMMMUNICATIONS ROOM
TTB	TELEPHONE TERMINAL BOARD
TV	TELEVISION
TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSER
TYP	TYPICAL
UF	UNDERFLOOR
UGND	UNDERGROUND
UPS	UNINTERRUPTIBLE POWER SUPPLY
V	VOLTS
VA	VOLT AMPERE
VFC/VF	VARIABLE FREQUENCY MOTOR CONTROLLER
D	
VWM	VERTICAL WIRE MANAGEMENT
W	WITH
WO	WITHOUT
WP	WEATHERPROOF
WPP	WIRELESS PATCH PANEL
XFMR	TRANSFORMER

GENERAL ELECTRICAL NOTES

1. CLARIFICATION METHODS: AT THE TIME OF BIDDING, BIDDERS SHALL FAMILIARIZE THEMSELVES WITH THE DRAWINGS AND SPECIFICATIONS. ANY QUESTIONS, MISUNDERSTANDINGS, CONFLICTS, DELETIONS, DISCONTINUED PRODUCTS, CATALOG NUMBER DISCREPANCIES, DISCREPANCIES BETWEEN THE EQUIPMENT SUPPLIED AND THE INTENT OR FUNCTION OF THE EQUIPMENT, ETC, SHALL BE SUBMITTED TO THE ARCHITECT/ENGINEER IN WRITING FOR CLARIFICATION PRIOR TO ISSUANCE OF THE FINAL ADDENDUM AND BIDDING OF THE PROJECT. WHERE DISCREPANCIES OR MULTIPLE INTERPRETATIONS OCCUR, THE MOST STRINGENT (WHICH IS GENERALLY RECOGNIZED AS THE MOST COSTLY) THAT MEETS THE INTENT OF THE DOCUMENTS SHALL BE ENFORCED.
2. OWNER FURNISHED ITEMS: THE OWNER WILL FURNISH MATERIAL AND EQUIPMENT AS INDICATED IN THE CONTRACT DOCUMENTS TO BE INCORPORATED INTO THE WORK. THESE ITEMS ARE ASSIGNED TO THE INSTALLER AND COSTS FOR RECEIVING, HANDLING, STORAGE, IF REQUIRED, AND INSTALLATION ARE INCLUDED IN THE CONTRACT SUM.
   A. THE INSTALLER'S RESPONSIBILITIES ARE THE SAME AS IF THE INSTALLER FURNISHED THE MATERIALS OR EQUIPMENT.
   B. THE OWNER WILL ARRANGE AND PAY FOR DELIVERY OF OWNER FURNISHED ITEMS FREIGHT ON BOARD JOB SITE AND THE INSTALLER WILL INSPECT DELIVERIES FOR DAMAGE. IF OWNER FURNISHED ITEMS ARE DAMAGED, DEFECTIVE OR MISSING, DOCUMENT DAMAGED ITEMS WITH THE TRANSPORT COMPANY AND THE OWNER WILL ARRANGE FOR REPLACEMENT. THE OWNER WILL ALSO ARRANGE FOR MANUFACTURER'S FIELD SERVICES, AND THE DELIVERY OF MANUFACTURER'S WARRANTIES AND BONDS TO THE INSTALLER.
   C. THE INSTALLER IS RESPONSIBLE FOR DESIGNATING THE DELIVERY DATES OF OWNER FURNISHED ITEMS AND FOR RECEIVING, UNLOADING AND HANDLING OWNER FURNISHED ITEMS AT THE SITE. THE INSTALLER IS RESPONSIBLE FOR PROTECTING OWNER FURNISHED ITEMS FROM DAMAGE, INCLUDING DAMAGE FROM EXPOSURE TO THE ELEMENTS, AND TO REPAIR OR REPLACE ITEMS DAMAGED AS A RESULT OF HIS OPERATIONS.
3. EXPOSED STRUCTURE AREAS (EXCLUDING MECHANICAL, ELECTRICAL, AND COMMUNICATION SPACES): INSTALL RACEWAYS BETWEEN DECK AND STRUCTURE WHEREVER POSSIBLE IN EXPOSED STRUCTURE CEILING AREAS. ROUTE RACEWAYS IN CONCEALED AREAS WHEREVER POSSIBLE. REFER ALL CONDITIONS WHERE RACEWAYS MUST BE INSTALLED WHICH CANNOT COMPLY WITH THESE REQUIREMENTS TO THE ARCHITECT.
4. SUBMITTALS: PROVIDE ORIGINAL ELECTRONIC PDF FORMAT, BOUND, BOOKMARKED (EACH SECTION AND PRODUCT), AND HIGHLIGHTED, JOB NAME AND SUBCONTRACTOR SHALL BE ON THE FRONT COVER. PREPARE INDEX OF EQUIPMENT SUBMITTED IN EACH TAB.
5. REFLECTED CEILING PLANS: COORDINATE THE LOCATION OF LIGHT FIXTURES WITH THE ARCHITECTURAL REFLECTED CEILING PLANS. REFER ALL DISCREPANCIES TO THE ARCHITECT AND ENGINEER.
6. ALL WORK SHALL BE DONE ACCORDING TO THE CURRENT NATIONAL ELECTRIC CODE (NEC), IBC, NFPA, AND IFC. COMPLIANCE AND FINAL APPROVAL IS SUBJECT TO THE ON SITE FIELD INSPECTION OF THE AHJ.

DEFINITIONS

NOTE: ALL DEFINITIONS MAY NOT BE USED.

INDICATED: THE TERM "INDICATED" REFERS TO GRAPHIC REPRESENTATIONS, NOTES, OR SCHEDULES ON THE DRAWINGS, OTHER PARAGRAPHS OR SCHEDULES IN THE SPECIFICATIONS, AND SIMILAR REQUIREMENTS IN THE CONTRACT DOCUMENTS. WHERE TERMS SUCH AS "SHOWN", "NOTED", "SCHEDULED", AND "SPECIFIED" ARE USED, IT IS TO HELP THE READER LOCATE THE REFERENCE. NO LIMITATION ON LOCATION IS INTENDED.

DIRECTED: TERMS SUCH AS "DIRECTED", "REQUESTED", AUTHORIZED", "SELECTED", "APPROVED", "REQUIRED", AND "PERMITTED" MEAN "DIRECTED BY THE ENGINEER", "REQUESTED BY THE ENGINEER", AND SIMILAR PHRASES.

APPROVED: THE TERM "APPROVED", WHERE USED IN CONJUNCTION WITH THE ENGINEER'S ACTION ON THE CONTRACTOR'S SUBMITTALS, APPLICATIONS, AND REQUESTS, IS LIMITED TO THE ENGINEER'S DUTIES AND RESPONSIBILITIES AS STATED IN GENERAL AND SUPPLEMENTARY CONDITIONS.

FURNISH: THE TERM "FURNISH" IS USED TO MEAN "SUPPLY AND DELIVER TO THE PROJECT SITE, READY FOR UNLOADING, UNPACKING, ASSEMBLY, INSTALLATION, AND SIMILAR OPERATIONS."

INSTALL: THE TERM "INSTALL" IS USED TO DESCRIBE OPERATIONS AT PROJECT SITE INCLUDING THE ACTUAL "UNLOADING, UNPACKING, ASSEMBLY, ERECTION, PLACING, ANCHORING, APPLYING, WORKING TO DIMENSION, FINISHING, CURING, PROTECTING, CLEANING, AND SIMILAR OPERATIONS."

PROVIDE: THE TERM "PROVIDE" MEANS "TO FURNISH AND INSTALL, COMPLETE AND READY FOR THE INTENDED USE."

INSTALLER: AN "INSTALLER" IS THE CONTRACTOR OR AN ENTITY ENGAGED BY THE CONTRACTOR, EITHER AS AN EMPLOYEE, SUBCONTRACTOR, OR SUB-SUBCONTRACTOR, FOR PERFORMANCE OF A PARTICULAR CONSTRUCTION ACTIVITY, INCLUDING INSTALLATION, ERECTION, APPLICATION, AND SIMILAR OPERATIONS. INSTALLERS ARE REQUIRED TO BE EXPERIENCED IN THE OPERATIONS THEY ARE ENGAGED TO PERFORM.

TECHNOLOGY SYSTEMS: THE TERM "TECHNOLOGY SYSTEMS" IS USED TO DESCRIBE ALL LOW VOLTAGE SYSTEMS GENERALLY REFERRED TO AS "SPECIAL SYSTEMS". THESE SYSTEMS INCLUDE BUT ARE NOT NECESSARILY LIMITED TO ALL SYSTEMS WHICH UTILIZE VOLTAGES OF LESS THAN 71 VOLTS SUCH AS SOUND SYSTEMS, VIDEO SYSTEMS, TV SYSTEMS, SECURITY SYSTEMS, VOICE AND DATA CABLING SYSTEMS, ETC...

ELECTRICAL SHEET INDEX

EE001	ELECTRICAL COVER SHEET
EE002	ELECTRICAL SPECIFICATIONS
EE701	TYPICAL MOUNTING DETAILS
EE702	ELECTRICAL DETAILS
EE800	OVERALL PLAN
ED101	POWER PLAN - DEMO - ADMIN OFFICE
ED102	LIGHTING PLAN - DEMO - ADMIN OFFICE
EP101	POWER PLAN - ADMIN OFFICE
EP601	ONE-LINE DIAGRAM AND RISER
EP602	ELECTRICAL SCHEDULES
EL101	LIGHTING PLAN - ADMIN OFFICE
EL601	LIGHTING SCHEDULES
FA101	FIRE PLAN - DEMO - ADMIN OFFICE
FA102	FIRE PLAN - ADMIN OFFICE

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EXPIRE 3/31/2026

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BUCKEYE, AZ 85326

NO.	REVISION	DATE

PROJECT NO.: 2023.078
DATE: 06/12/2024
DESIGNED BY: ROC
DRAWN BY: HAN
APPROVED BY: ROC

SHEET TITLE:
ELECTRICAL COVER SHEET

SHEET NUMBER:
EE001

CONSTRUCTION DOCUMENTATION

260500 - COMMON WORK RESULTS FOR ELECTRICAL

1. ADOPTED CODES LISTED HERE:
   - ILLUMINATION ENGINEERING SOCIETY OF NORTH AMERICA (IESNA) HANDBOOK – 9TH EDITION
   - INTERNATIONAL BUILDING CODE (IBC – 2018 EDITION)
   - INTERNATIONAL FIRE CODE (IFC – 2018 EDITION)
   - INTERNATIONAL ENERGY CONSERVATION CODE (IECC - 2018 EDITION)
   - NFPA 70 – NATIONAL ELECTRICAL CODE (2017 EDITION)
   - NFPA 72 – NATIONAL FIRE ALARM CODE
   - ALL WORK SHALL CONFORM TO THE CITY OF BUCKEYE FACILITIES DESIGN GUIDELINES - 2024

2. LOAD ANALYSIS TO BE PERFORMED TO DETERMINE ADEQUACY OF DISTRIBUTION EQUIPMENT AND FEEDERS.

3. BLUE STAKE REQUIRED FOR ALL UNDERGROUND EXCAVATION.

4. "PROVIDE" MEANS FURNISH, INSTALL, CONNECT AND TEST UNLESS OTHERWISE NOTED.

5. CONTRACTOR SHALL PROVIDE COORDINATION DRAWINGS PRIOR TO START OF CONSTRUCTION.

6. ALL SPECIFIED EQUIPMENT SHALL BE RATED FOR THE ALTITUDE OF THE PROJECT: A. BUCKEYE, 1,086 FEET

7. ALL EQUIPMENT AND MATERIALS SHALL BE LISTED AND LABELED BY A NATIONALLY RECOGNIZED LABORATORY (NRTL).
   A. ALL EQUIPMENT SHALL BE NEW AND CONTAIN THE MANUFACTURER'S NAME, MODEL NUMBER AND ELECTRICAL CHARACTERISTICS. ALL EQUIPMENT SHALL BE "UL" LISTED FOR IT'S INTENDED USE AND/OR APPROVED BY THE AUTHORITY HAVING JURISDICTION.

8. ALL GROUND MOUNTED EQUIPMENT SHALL BE PROVIDED WITH A MINIMUM 4" HIGH CONCRETE HOUSEKEEPING PAD.

SLEEVES AND SEAL

1. CONCRETE SLABS AND WALLS: INSTALL SLEEVES FOR PENETRATIONS UNLESS CORE- DRILLED HOLES OR FORMED OPENINGS ARE USED. INSTALL SLEEVES DURING ERECTION OF SLABS AND WALLS.

2. USE PIPE SLEEVES UNLESS PENETRATION ARRANGEMENT REQUIRES RECTANGULAR SLEEVED OPENING.

3. CONDUIT SEALS: INSTALL SEALS FOR CONDUIT PENETRATIONS OF SLABS ON GRADE AND EXTERIOR WALLS BELOW GRADE AND WHERE INDICATED.

4. APPLY FIRESTOPPING TO PENETRATIONS OF FIRE-RATED FLOOR AND WALL ASSEMBLIES FOR ELECTRICAL INSTALLATIONS TO RESTORE ORIGINAL FIRE-RESISTANCE RATING OF ASSEMBLY.

5. FIRE-RATED-ASSEMBLY PENETRATIONS: MAINTAIN INDICATED FIRE RATING OF WALLS, PARTITIONS, CEILINGS, AND FLOORS AT RACEWAY AND CABLE PENETRATIONS. INSTALL SLEEVES AND SEAL RACEWAY AND CABLE PENETRATION SLEEVES WITH FIRESTOP MATERIALS. COMPLY WITH REQUIREMENTS IN DIVISION 07 SECTION "PENETRATION FIRESTOPPING."

6. INTERIOR PENETRATIONS OF NON-FIRE-RATED WALLS AND FLOORS: SEAL ANNULAR SPACE BETWEEN SLEEVE AND RACEWAY OR CABLE, USING JOINT SEALANT APPROPRIATE FOR SIZE, DEPTH, AND LOCATION OF JOINT, COMPLY WITH REQUIREMENTS IN DIVISION 07 SECTION "JOINT SEALANTS."

7. ABOVEGROUND, EXTERIOR-WALL PENETRATIONS: SEAL PENETRATIONS USING STEEL PIPE SLEEVES AND MECHANICAL SLEEVE SEALS. SELECT SLEEVE SIZE TO ALLOW FOR 1-INCH (25-MM) ANNULAR CLEAR SPACE BETWEEN PIPE AND SLEEVE FOR INSTALLING MECHANICAL SLEEVE SEALS.

8. STEEL PIPE SLEEVES: ASTM A 53/A 53M, TYPE E, GRADE B, SCHEDULE 40, GALVANIZED STEEL, PLAIN ENDS.

9. UNDERGROUND, EXTERIOR-WALL PENETRATIONS: INSTALL CAST-IRON PIPE SLEEVES. SIZE SLEEVES TO ALLOW FOR 1-INCH (25-MM) ANNULAR CLEAR SPACE BETWEEN RACEWAY OR CABLE AND SLEEVE FOR INSTALLING MECHANICAL SLEEVE SEALS. INSTALL WATER-TIGHT ASSEMBLY, SLOPE UNDERGROUND CONDUITS AWAY FROM BUILDING TO PREVENT ACCUMULATED WATER FROM TRAVELING DOWN CONDUIT INTO BUILDING.

10. CAST-IRON PIPE SLEEVES: CAST OR FABRICATED "WALL PIPE," EQUIVALENT TO DUCTILE-IRON PRESSURE PIPE, WITH PLAIN ENDS AND INTEGRAL WATERSTOP, UNLESS OTHERWISE INDICATED.

11. SLEEVES FOR RECTANGULAR OPENINGS: GALVANIZED SHEET STEEL,
   A. MINIMUM METAL THICKNESS:
      1. FOR SLEEVE CROSS-SECTION RECTANGLE PERIMETER LESS THAN 50 INCHES (1270 MM) AND NO SIDE MORE THAN 16 INCHES (400 MM), THICKNESS SHALL BE 0.052 INCH (1.3 MM).
      2. FOR SLEEVE CROSS-SECTION RECTANGLE PERIMETER EQUAL TO, OR MORE THAN, 50 INCHES (1270 MM) AND 1 OR MORE SIDES EQUAL TO, OR MORE THAN, 16 INCHES (400 MM), THICKNESS SHALL BE 0.138 INCH (3.5 MM).

12. SLEEVES: INSTALL IN CONCRETE SLABS AND WALLS AND ALL OTHER FIRE- RATED FLOORS AND WALLS FOR RACEWAYS AND CABLE INSTALLATIONS.

13. CUT SLEEVES TO LENGTH FOR MOUNTING FLUSH WITH BOTH SURFACES OF WALLS.

14. EXTEND SLEEVES INSTALLED IN FLOORS 2 INCHES (50 MM) ABOVE FINISHED FLOOR LEVEL.

15. SIZE PIPE SLEEVES TO PROVIDE 1/4-INCH (6.4-MM) ANNULAR CLEAR SPACE BETWEEN SLEEVE AND RACEWAY OR CABLE, UNLESS INDICATED OTHERWISE.

16. SLEAVE SEALS: MODULAR, WATER TIGHT SEALING DEVICE, DESIGNED FOR FIELD ASSEMBLY, TO FILL ANNULAR SPACE BETWEEN SLEEVE AND RACEWAY OR CABLE,
   A. ACCEPTABLE MANUFACTURERS:
      1. ADVANCE PRODUCTS & SYSTEMS, INC.
      2. CALPICO, INC.
      3. METRAFLEX CO.
      4. O-Z GEDNEY
      5. PIPELINE SEAL AND INSULATOR, INC.
   B. SEALING ELEMENTS: EPDM INTERLOCKING LINKS SHAPED TO FIT SURFACE OF CABLE OR CONDUIT, INCLUDE TYPE AND NUMBER REQUIRED FOR MATERIAL AND SIZE OF RACEWAY OR CABLE.
   C. PRESSURE PLATES: CARBON STEEL. INCLUDE TWO FOR EACH SEALING ELEMENT.
   D. CONNECTING BOLTS AND NUTS: CARBON STEEL WITH CORROSION-RESISTANT COATING OF LENGTH REQUIRED TO SECURE PRESSURE PLATES TO SEALING ELEMENTS. INCLUDE ONE FOR EACH SEALING ELEMENT.

17. GROUT: NONMETALLIC, SHRINKAGE-RESISTANT GROUT: ASTM C 1107, FACTORY-PACKAGED, NONMETALLIC AGGREGATE GROUT, NONCORROSIVE, NONSTAINING, MIXED WITH WATER TO CONSISTENCY SUITABLE FOR APPLICATION AND A 30- MINUTE WORKING TIME.

260502 - ELECTRICAL DEMOLITION

1. BEGINNING OF DEMOLITION MEANS CONTRACTOR ACCEPTS EXISTING CONDITIONS.

2. DISCONNECT AND REMOVE ELECTRICAL SYSTEMS IN WALLS, FLOORS, AND CEILINGS SCHEDULED FOR REMOVAL IN THEIR ENTIRETY, CONDUIT LOCATED IN CONCRETE SHALL BE CUT FLUSH, CAPPED, AND SEALED. LABEL AS "ABANDONED."

3. PROVIDE TEMPORARY WIRING AND CONNECTIONS TO MAINTAIN EXISTING SYSTEMS IN SERVICE DURING CONSTRUCTION.

4. EXISTING ELECTRICAL SERVICES: MAINTAIN EXISTING SYSTEM IN SERVICE UNTIL NEW SYSTEM IS COMPLETE AND READY FOR SERVICE. DISABLE SYSTEM ONLY TO MAKE SWITCH OVERS AND CONNECTIONS.

5. OBTAIN PERMISSION FROM THE OWNER'S REPRESENTATIVE AT LEAST 72 HOURS BEFORE PARTIALLY OR COMPLETELY DISABLING ANY SYSTEM.

6. PANELBOARDS: CLEAN EXPOSED SURFACES AND CHECK TIGHTNESS OF ELECTRICAL CONNECTIONS. REPLACE DAMAGED CIRCUIT BREAKERS AND PROVIDE CLOSURE PLATES FOR VACANT POSITIONS, PROVIDE TYPED CIRCUIT DIRECTORY SHOWING REVISED CIRCUITING ARRANGEMENT.

7. LUMINARIES: REMOVE EXISTING LUMINARIES FOR CLEANING. AS INDICATED ON DRAWINGS, USE MILD DETERGENT TO CLEAN ALL EXTERIOR AND INTERIOR SURFACES. RINSE WITH CLEAN WATER AND WIPE DRY. REPLACE LAMPS, BALLASTS AND BROKEN ELECTRICAL PARTS.

8. MATERIALS AND EQUIPMENT TO BE SALVAGED: REMOVE, DEMOUNT, AND DISCONNECT EXISTING ELECTRICAL MATERIALS AND EQUIPMENT INDICATED TO BE REMOVED AND SALVAGED, AND DELIVER MATERIALS AND EQUIPMENT TO THE LOCATION DESIGNATED FOR STORAGE. COORDINATE WITH OWNER FOR SALVAGEABLE MATERIAL.

9. REPAIR ADJACENT CONSTRUCTION AND FINISHES DAMAGED DURING DEMOLITION AND EXTENSION WORK. ANY DAMAGE TO BUILDING, PIPING OR EQUIPMENT SHALL BE REPAIRED BY SKILLED MECHANICS OF THE TRADES INVOLVED AT NO ADDITIONAL COST TO THE OWNER.

10. REMOVAL AND REPLACEMENT OF CEILING TILE(S) TO PERFORM WORK OPERATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF ANY CEILING TILES OR FRAMEWORK THAT MAY BECOME DAMAGED AT NO COST TO THE OWNER.

260519 - LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (600V AND LESS)

1. ACCEPTABLE MANUFACTURERS:
   A. ALCAN PRODUCTS CORPORATION; ALCAN CABLE DIVISION.
   B. ALPHA WIRE.
   C. BELDEN INC.
   D. ENCOMA WIRE CORPORATION.
   E. GENERAL CABLE TECHNOLOGIES CORPORATION.
   F. SOUTHWIRE INCORPORATED

2. MINIMUM #12 AWG WIRE.

3. MAXIMUM 600KCMIL WIRE.

4. ALL CONDUCTORS SHALL BE COPPER AND SOLID FOR #12 AWG AND STRANDED FOR #10 AWG AND LARGER.

5. CONDUCTOR INSULATION:
   A. BRANCH CIRCUITS AND CONTROL CIRUITS: THHN - THWN-2.
   B. FEEDERS: THHN - THWN-2 AND XHHW-2.
   C. SERVICE ENTRANCE: XHHW-2.

6. NO MORE THAN THREE CIRCUITS IN A RACEWAY, UNLESS SPECIFICALLY SHOWN OTHERWISE, PROVIDE ONE NEUTRAL FOR EACH PHASE CONDUCTOR, SHARED NEUTRAL IS NOT ALLOWED.

7. PROVIDE THE FOLLOWING MINIMUM SIZES FOR DISTANCES LISTED ON 20A BRANCH CIRCUITS BY CIRCUIT LENGTH AND VOLTAGE DROP. THE CIRCUIT LENGTH SHALL BE MEASURED ALONG THE LENGTH OF THE CONDUCTOR FORM THE CIRCUIT BREAKER IN THE PANELBOARD TO THE LAST DEVICE ON THE CIRCUIT. INCREASE RACEWAY SIZE TO COMPLY WITH CONDUCTOR FILL REQUIREMENTS OF NFPA 70.
   A. REFER TO BRANCH CIRCUIT CONDUCTOR AND CONDUIT SIZING TABLE ON ONE-LINE SHEET OR PANEL SCHEDULE SHEETS.

8. ALL FEEDERS WILL BE LOADED TO APPROXIMATELY 80% OF CONNECTED LOAD PER NEC, SO UP TO 20% ADDITIONAL CAPACITY WILL BE AVAILABLE.

260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

1. ACCEPTABLE MANUFACTURERS:
   A. BURNDY; PART OF HUBBELL ELECTRICAL SYSTEMS.
   B. ERICO INTERNATIONAL CORPORATION.
   C. HARGER LIGHTNING AND GROUNDING.
   D. ILSCO.
   E. O-Z/GEDNEY; A BRAND OF THE EGS ELECTRICAL GROUP.
   F. SIEMENS POWER TRANSMISSION & DISTRIBUTION, INC.

2. CONDUCTORS SHALL BE COPPER.

3. PROVIDE GROUND BUS IN ALL ELECTRICAL AND TELECOM ROOMS, PROVIDE PREDRILLED RECTANGULAR BARS OF ANNEALED COPPER, 1/4 BY 4 INCHES IN CROSS SECTION, WITH 9/32-INCH HOLES SPACED 1-1/8 INCHES APART. STAND-OFF INSULATORS FOR MOUNTING SHALL COMPLY WITH UL 891 FOR USE IN SWITCHBOARDS, 600 V AND SHALL BE LEXAN OR PVC, IMPULSE TESTED AT 5000 V.

4. GROUND RODS: COPPER-CLAD; 3/4 INCH BY 10 FEET.

5. SOLID CONDUCTOR FOR #8 AWG AND SMALLER, STRANED FOR #6 AWG AND LARGER.

6. ALL METALLIC RACEWAYS SHALL BE PROPERLY GROUNDED AND BONDED. RACEWAYS USED FOR SINGLE OR MULTIPLE BRANCH CIRCUITS SHALL INCLUDE A CODE SIZED GREEN INSULATED GROUND CONDUCTOR.

7. INSTALL INSULATED EQUIPMENT GROUNDING CONDUCTORS WITH ALL FEEDERS AND BRANCH CIRCUITS.

8. GROUND ELECTRICAL SYSTEM AND EQUIPEMNT IN ACCORDANCE WITH NEC ARTICLE 250.

9. CONNECTORS TO BE LISTED AND LABELED BY AN NRTL ACCEPTABLE TO AUTHORITIES HAVING JURISDICTION FOR APPLICATIONS IN WHICH USED AND FOR SPECIFIC TYPES, SIZES, AND COMBINATIONS OF CONDUCTORS AND OTHER ITEMS CONNECTED. TIGHTEN GROUNDING AND BONDING CONNECTORS AND TERMINALS, IN ACCORDANCE WITH MANUFACTURER'S PUBLISHED TORQUE TIGHTENING VALUES OR UL 486A.

260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

1. ACCEPTABLE MANUFACTURERS:
   A. ALLIED TUBE & CONDUIT.
   B. COOPER B-LINE, INC., A DIVISION OF COOPER INDUSTRIES.
   C. ERICO INTERNATIONAL CORPORATION.
   D. THOMAS & BETTS CORPORATION.
   E. UNISTRUT; TYCO INTERNATIONAL, LTD.

2. CONDUIT AND CABLE SUPPORT DEVICES: STEEL HANGERS, CLAMPS, AND ASSOCIATED FITTINGS, DESIGNED FOR TYPES AND SIZES OF RACEWAY OR CABLE TO BE SUPPORTED ELECTRICAL METALLIC TUBING (EMT) IN WALLS, CONCEALED.

3. SUPPORT FOR CONDUCTORS IN VERTICAL CONDUIT: FACTORY-FABRICATED ASSEMBLY CONSISTING OF THREADED BODY AND INSULATING WEDGING PLUG OR PLUGS FOR NON-ARMORED ELECTRICAL CONDUCTORS OR CABLES IN RISER CONDUITS.

4. STRUCTURAL STEEL FOR FABRICATED SUPPORTS AND RESTRAINTS: ASTM A 36/A 36M, STEEL PLATES, SHAPES, AND BARS; BLACK AND GALVANIZED.

5. CONCRETE INSERTS: STEEL OR MALLEABLE-IRON, SLOTTED SUPPORT SYSTEM UNITS.

6. THROUGH BOLTS: STRUCTURAL TYPE, HEX HEAD, AND HIGH STRENGTH.

7. TOGGLE BOLTS: ALL-STEEL SPRINGHEAD TYPE.

8. HANGER RODS: THREADED STEEL.

9. SUPPORT PARALLEL RUNS OF HORIZONTAL RACEWAYS TOGETHER ON TRAPEZE-TYPE HANGERS.

10. SUPPORT INDIVIDUAL HORIZONTAL RACEWAYS BY SEPARATE PIPE HANGERS

11. SUPPORT EXPOSED AND CONCEALED RACEWAY WITHIN 1 FOOT OF AN UNSUPPORTED BOX AND ACCESS FITTINGS.

12. SPACING FOR RACEWAY SUPPORTS: UP TO 1" CONDUIT, MAXIMUM 7 FEET. 1" AND LARGER – MAXIMUM 10 FEET.

13. SEE SECTION 260500 FOR PNETRATIONS, SLEEVES, AND SEALS,

260533 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

1. ACCEPTABLE MANUFACTURERS:
   A. AFC CABLE SYSTEMS, INC.
   B. ALLIED TUBE & CONDUIT.
   C. ANAMET ELECTRICAL, INC.
   D. ELECTRI-FLEX COMPANY.
   E. O-Z/GEDNEY.
   F. PCORA INDUSTRIES.
   G. REPUBLIC CONDUIT.
   H. ROBROY INDUSTRIES.
   I. SOUTHWIRE COMPANY.
   J. THOMAS & BETTS CORPORATION.
   K. WESTERN TUBE AND CONDUIT CORPORATION.
   L. WHEATLAND TUBE COMPANY.

2. OUTDOOR CONDUIT (MINIMUM SIZE 3/4" TRADE SIZE):
   A. EXPOSED CONDUIT: RIGID GALVANIZED STEEL CONDUIT.
   B. CONCEALED CONDUIT, ABOVEGROUND: RIGID GALVANIZED STEEL CONDUIT.
   C. UNDERGROUND CONDUIT: RIGID NON-METALLIC CONDUIT, TYPE EPC-40-PVC.
      1. PROVIDE WRAPPED RIGID STEEL CONDUIT WHEN PENETRATING THOUGH FOUNDATION WALLS. BENDS ARE GREATER THAN 22 DEGREES, STUB-UPS OR WHERE UNDERGROUND CONDUITS OTHERWISE BECOME EXPOSED.
   D. CONNECTION TO VIBRATING EQUIPMENT (INCLUDING TRANSFORMERS AND HYDRAULIC, PNEUMATIC,ELECTRIC SOLENOID, OR MOTOR-DRIVEN EQUIPMENT): LIQUID TIGHT METALLIC CONDUIT.
   E. BOXES AND ENCLOSURES, ABOVEGROUND: NEMA 250, TYPE 3R.

3. INDOOR CONDUIT (MINIMUM SIZE 3/4" TRADE SIZE):
   A. EXPOSED, NOT SUBJECT TO PHYSICAL DAMAGE: ELECTRICAL METALLIC TUBING.
   B. EXPOSED, NOT SUBJECT TO SEVERE PHYSICAL DAMAGE: ELECTRICAL METALLIC TUBING.
   C. EXPOSED AND SUBJECT TO SEVERE PHYSICAL DAMAGE: GALVANIZED RIGID STEEL CONDUIT.
   D. CONCEALED IN CEILINGS AND INTERIOR WALLS AND PARTITIONS. ELECTRICAL METALLIC TUBING.
   E. CONNECTION TO VIBRATING EQUIPMENT (INCLUDING TRANSFORMERS AND HYDRAULIC, PNEUMATIC, ELECTRIC SOLENOID, OR MOTOR-DRIVEN EQUIPMENT): FMC, EXCEPT USE LFMC IN DAMP OR WET LOCATIONS.
   F. DAMP OR WET LOCATIONS: RIGID GALVANIZED STEEL CONDUIT.
   G. BOXES AND ENCLOSURES: NEMA 250, TYPE 1, EXCEPT USE NEMA 250, TYPE 4 STAINLESS STEEL IN INSTITUTIONAL AND COMMERCIAL KITCHENS AND DAMP OR WET LOCATIONS.

4. ELECTRICAL METALLIC TUBING (EMT) IN WALLS, CONCEALED

5. PROVIDE PULLWIRE IN ALL EMPTY CONDUIT.

6. ALL FITTINGS SHALL BE STEEL, COMPRESSION. NO DIE CAST FITTINGS ARE ALLOWED ON THIS PROJECT.

7. UNDERGROUND 90 DEGREE ELBOWS 2-INCH TRADE SIZE OR LARGER, USE PLASTIC COATED OR TAPE WRAPPED INTERMEDIATE METAL OR RIGID STEEL CONDUIT. COMPLY WITH NEC FOR GROUNDING.

8. KEEP RACEWAYS AT LEAST 6 INCHES AWAY FROM PARALLEL RUNS OF FLUES AND STEAM OR HOT-WATER PIPES. INSTALL HORIZONTAL RACEWAY RUNS ABOVE WATER AND STEAM PIPING.

9. ARRANGE STUB-UPS SO CURVED PORTIONS OF BENDS ARE NOT VISIBLE ABOVE FINISHED SLAB.

10. INSTALL NO MORE THAN THE EQUIVALENT OF THREE 90-DEGREE BENDS IN ANY CONDUIT RUN EXCEPT FOR CONTROL WIRING CONDUITS, FOR WHICH FEWER BENDS ARE ALLOWED. SUPPORT WITHIN 12 INCHES OF CHANGES IN DIRECTION.

11. SUPPORT CONDUIT WITHIN 12 INCHES OF ENCLOSURES TO WHICH ATTACHED.

12. AT EXPANSION JOINTS, USE EXPANSION FITTINGS THAT PROVIDE EXPANSION AND CONTRACTION.

13. NO FLEX LONGER THAN SIX FEET WILL BE PERMITTED.

14. COMPLETE RACEWAY INSTALLATION BEFORE STARTING CONDUCTOR INSTALLATION.

15. INSTALL PULL WIRES IN EMPTY RACEWAYS. USE POLYPROPYLENE OR MONOFILAMENT PLASTIC LINE WITH NOT LESS THAN 200-LB (90-KG) TENSILE STRENGTH. LEAVE AT LEAST 12 INCHES (300 MM) OF SLACK AT EACH END OF PULL WIRE.

16. CONDUITS INSTALLED WITH WRINKLES OR KINKS OR OTHERWISE IN AN UNPROFESSIONAL MANNER SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

17. ALL DEVICES BACKBOXES SHALL BE MINIMUM 4" X 4" X 2 1/8", UNLESS OTHERWISE SPECIFIED. ALL BOXES SHALL BE SECURELY FASTENED. ALL BOXES SHALL BE RECESSED/FLUSHED TO WALL, BOXES TO BE GALVANIZED STEEL. COVERPLATES TO MATCH WALL FINISH, UNLESS OTHERWISE SPECIFIED, DEVICES THAT ARE SURFACED MOUNTED SHALL BE OF SAME FINISH OF WALL. SURFACE RACEWAY SHALL BE USED INSTEAD SURFACE CONDUIT. RACEWAY FINISH TO MATCH THAT OF WALL AND SECURED TO WALL. RACEWAY TO COMPLY WITH NEC FILLINGS.

18. RECESSED BOXES IN MASONRY WALLS: SAW-CUT OPENING FOR BOX IN CENTER OF CELL OF MASONRY BLOCK, AND INSTALL BOX FLUSH WITH SURFACE OF WALL.

19. BOXES IN STUD WALLS: DO NOT INSTALL BOXES BACK TO BACK IN STUD WALLS. ALLOW ONE STUD SEPARATION OR 24" MINIMUM., WHERE THIS IS NOT POSSIBLE. THEN PROVIDE BOXES WITH UL-LISTED FIRE RATED AND SOUND RATED WRAPPING.

20. BOXES AND ENCLOSURES TO BE SIZED PER NEC. FOR INDOOR APPLICATIONS TYPE 1, FOR OUTDOOR TYPE 3R.

21. SEE SECTION 260500 FOR PENETRATIONS, SLEEVES, AND SEALS,

262416 - PANELBOARDS

1. ACCEPTABLE MANUFACTURERS:
   A. EATON ELECTRICAL INC., CUTLER-HAMMER BUSINESS UNIT.
   B. GENERAL ELECTRIC COMPANY; GE CONSUMER & INDUSTRIAL - ELECTRICAL DISTRIBUTION.
   C. SIEMENS ENERGY & AUTOMATION, INC.
   D. SQUARE D; A BRAND OF SCHNEIDER ELECTRIC.

2. PHASE, NEUTRAL, AND GROUND BUS SHALL BE HARD-DRAWN COPPER OF 98 PERCENT CONDUCTIVITY.

3. NEUTRAL BUSES SHALL BE 100% PERCENT RATED.

4. PANELBOARD SHORT-CIRCUIT CURRENT RATING: FULLY RATED TO INTERRUPT SYMMETRICAL SHORT-CIRCUIT CURRENT AVAILABLE AT TERMINALS AS DEFINED BY SHORT-CIRCUIT CALCULATIONS.

5. HINGED FRONT COVER: THE DOOR OVER THE INTERIOR OF THE PANEL SHALL BE PROVIDED WITH HINGE AND COMBINATION LOCK AND LATCH. THE OUTSIDE DOOR OVER THE PANEL GUTTERS SHALL HAVE A HINGE ON ONE SIDE AND COMBINATION LOCK AND LATCHES.

6. MOUNT TOP TO TRIM 74 INCHES ABOVE FINISHED FLOOR.

7. PROVIDE FILLER PLATES IN UNUSED SPACES.

8. PROVIDE FOUR 1 INCH CONDUIT STUBS FROM PANELBOARD INTO ACCESSIBLE CEILING SPACE OR SPACE DESIGNATED TO BE CEILING SPACE IN THE FUTURE.

9. LABELS FOR IDENTIFYING THE BREAKERS SHALL BE ENGRAVED LAMINATED PLASTIC STRIPS ATTACHED BY SCREWS OR PHENOLIC BUTTONS OR SMALL WINDOW FRAME TYPE. ADHESIVE STICK-ON LABELS WILL NOT BE ACCEPTABLE.

10. CREATE A DIRECTORY TO INDICATE INSTALLED CIRCUIT LOADS (AFTER BALANCING PANELBOARD LOADS); INCORPORATE OWNER'S FINAL ROOM DESIGNATIONS. OBTAIN APPROVAL BEFORE INSTALLING. USE A COMPUTER OR TYPEWRITER TO CREATE DIRECTORY; HANDWRITTEN DIRECTORIES ARE NOT ACCEPTABLE.

11. PANELBOARD NAMEPLATES: LABEL EACH PANELBOARD WITH A NAMEPLATE COMPLYING WITH REQUIREMENTS FOR IDENTIFICATION.

12. ALL LIGHTING AND RECEPTACLE BRANCH PANELBOARDS WILL BE LOADED TO A MAXIMUM OF 80%, ALLOWING A MINIMUM OF 20% SPARE CAPACITY FOR FUTURE USE.

260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

1. ALL EQUIPMENT SHALL BE LABELED WITH EQUIPMENT NAME, SOURCE OF POWER AND CIRCUIT DESIGNATION.

2. PROVIDE MECHANICALLY SECURED (SCREW OR RIVET)ENGRAVED LEGENDS FOR EQUIPMENT:
   A. NORMAL POWER – WHITE LETTERS ON BLACK FACE, UNLESS NOTED OTHERWISE ON DRAWINGS.
   B. EMERGENCY POWER – WHITE LETTERS ON RED FACE, UNLESS NOTED OTHERWISE ON DRAWINGS.
   C. UPS POWER – WHITE LETTERS ON BLUE FACE, UNLESS NOTED OTHERWISE ON DRAWINGS.

3. PROVIDE COLOR-CODING FOR PHASE AND VOLTAGE LEVEL IDENTIFICATION, 600 V OR LESS: USE COLORS LISTED BELOW FOR UNGROUNDED FEEDER AND BRANCH-CIRCUIT CONDUCTORS:
   A. COLOR SHALL BE FACTORY APPLIED.
   B. COLORS FOR 208/120-V CIRCUITS:
      1. PHASE A: BLACK.
      2. PHASE B: RED.
      3. PHASE C: BLUE.
      4. NEUTRAL: WHITE
   C. COLORS FOR 240-V CIRCUITS:
      1. PHASE A: BLACK.
      2. PHASE B: RED.
   D. COLORS FOR 480/277-V CIRCUITS:
      1. PHASE A: BROWN.
      2. PHASE B: ORANGE.
      3. PHASE C: YELLOW.
      4. NEUTRAL: GRAY
   E. COLOR FOR EQUIPMENT GROUNDS: GREEN.
   F. COLORS FOR ISOLATED GROUNDS: GREEN WITH WHITE STRIPE.

4. PROVIDE COLOR BANDING ON RACEWAYS WITH SNAP-AROUND COLOR-CODING BANDS, LOCATE AT CHANGES IN DIRECTION, AT PENETRATIONS OF WALLS AND FLOORS AND AT 25-FOOT MAXIMUM INTERVALS.

5. IDENTIFY THE COVERS OF EACH JUNCTION AND PULL BOX OF THE FOLLOWING SYSTEMS WITH SELF-ADHESIVES LABELS CONTAINING THE WIRING SYSTEM LEGEND AND SYSTEM VOLTAGE AND CIRCUIT IDENTIFICATION. "EMERGENCY POWER", "POWER", "UPS".

6. PROVIDE WARNING TAPE FOR ALL UNDERGROUND LINES.

7. WORKSPACE IDENTIFICATION: PROVIDE FLOOR MARKING TAPE TO FINISHED SURFACES, SHOW WORKING CLEARANCES IN THE DIRECTION OF ACCESS TO LIVE PARTS.

8. PROVIDE WARNING LABELS FOR INDOOR CABINETS, BOXES, AND ENCLOSURES FOR POWER AND LIGHTING.

9. PROVIDE ARC-FLASH WARNING LABELS.

FIRE ALARM SYSTEM

1. OBTAIN APPROVAL ON SYSTEM LAYOUT AND OPERATION FROM THE LOCAL FIRE DEPARTMENT AND OTHER AUTHORITIES HAVING JURISDICTION, AS REQUIRED, PRIOR TO COMMENCING WORK.PREPARE AND SUBMIT PROPER DOCUMENTATION IN THE QUANTITY DESIRED BY THE AUTHORITIES, WITH ONE (1) COPY EACH TO OWNER AND ARCHITECT.

2. EXISTING FIRE ALARM EQUIPMENT (PULL STATIONS, SMOKE/HEAT DETECTORS, A/V APPLIANCES, FIREMAN PHONE JACKS, ETC.) SHALL REMAIN OR BE RELOCATED TO ACCOMMODATE NEW CONDITIONS. ALL WORK SHALL BE COORDINATED WITH BUILDING AUTHORITIES. FINAL CONNECTIONS TO BUILDING FIRE ALARM SYSTEM SHALL BE DONE BY BUILDING APPROVED CONTRACTOR. INSTALL NEW FIRE ALARM DEVICES AS INDICATED ON FLOOR PLANS AND RISER DIAGRAMS.

3. THE BASE BUILDING FIRE ALARM CONTROL PANEL SHALL BE UPGRADED TO HANDLE THE NEW FIRE ALARM DEVICES AS SHOWN ON THE PLANS. PROVIDE ADDITIONAL POWER SUPPLIES AND ASSOCIATED CONTROL PANELS TO ASSURE ADEQUATE POWER IS AVAILABLE FOR SYSTEM. PROVIDE A 20 AMPERE, 120 VOLT CIRCUIT FROM EMERGENCY POWER PANELS (IF APPLICABLE) TO NEW FIRE ALARM EQUIPMENT.

4. ALL WORK AFFECTING THE EXISTING BUILDING FIRE ALARM SYSTEM SHALL BE PERFORMED IN STRICT ACCORDANCE WITH BUILDING RULES AND REGULATIONS. ALL DEVICES SHALL MEET ADA CRITERIA AND SHALL BE REPLACED IF THEY DO NOT.

262726 - WIRING DEVICES

1. ACCEPTABLE MANUFACTURERS:
   A. COOPER WIRING DEVICES; DIVISION OF COOPER INDUSTRIES, INC. (COOPER).
   B. HUBBELL INCORPORATED; WIRING DEVICE-KELLEMS (HUBBELL).
   C. LEVITON MFG. COMPANY INC. (LEVITON).
   D. PASS & SEYMOUR/LEGRAND (PASS & SEYMOUR).

2. RECEPTACLES SHALL BE: 125 V, 20 A; COMPLY WITH NEMA WD 1. NEMA WD 6 CONFIGURATION 5-20R, UL 498, AND FS W-C-596.

3. ALL RECEPTACLES SHALL BE LISTED TAMPER RESISTANT.

4. ISOLATED-GROUND, DUPLEX CONVENIENCE RECEPTACLES, 125 V, 20 A: COMPLY WITH NEMA WD 1, NEMA WD 6 CONFIGURATION 5-20R, UL 498, AND FS W-C-596.

5. TAMPER-RESISTANT CONVENIENCE RECEPTACLES, 125 V, 20 A: COMPLY WITH NEMA WD 1, NEMA WD 6 CONFIGURATION 5-20R, UL 498 SUPPLEMENT SD, AND FS W-C-596.

6. TOGGLE SWITCHES SHALL BE QUIT TUMBLER TYPE.

7. WALL PLATES SHALL MATCH THE DEVICE COLOR AND BE STEEL PAINTED

8. DEVICE COLOR: NORMAL POWER DEVICES AND PLATES SHALL BE WHITE, EMERGENCY POWER SHALL BE RED. UPS POWER SHALL BE BLUE.

9. GROUND PIN OF VERTICALLY MOUNTED RECEPTACLES SHALL BE DOWN, AND ON HORIZONTALLY MOUNTED RECEPTACLES TO THE RIGHT.

10. IDENTIFY EACH RECEPTACLE WITH PANELBOARD IDENTIFICATION AND CIRCUIT NUMBER. USE HOT, STAMPED, OR ENGRAVED MACHINE PRINTING WITH BLACK-FILLED LETTERING ON FACE OF PLATE, AND DURABLE WIRE MARKERS OR TAGS INSIDE OUTLET BOXES.

11. ALL RECEPTACLE OUTLET BOXES WILL BE 4"X4"X2 1/8" WITH VERTICAL SINGLE-GANG DEVICE MOUNTING RING AND DUPLEX 20 AMP GROUNDING TYPE.

12. THE MOUNTING HEIGHT FOR CONVENIENCE RECEPTACLES WILL BE 18" ABOVE THE FINISH FLOOR TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS.

265100 - INTERIOR LIGHTIING

1. ACCEPTABLE MANUFACTURERS:
   A. SUBJECT TO COMPLIANCE WITH REQUIREMENTS SPECIFIED.

2. RECESSED FIXTURES: COMPLY WITH NEMA LE 4 FOR CEILING COMPATIBILITY FOR RECESSED FIXTURES.

3. FACTORY-APPLIED LABELS: COMPLY WITH UL 1598. INCLUDE RECOMMENDED LAMPS AND BALLASTS. LABELS SHALL BE LOCATED WHERE THEY WILL BE READILY VISIBLE TO SERVICE PERSONNEL, BUT NOT SEEN FROM NORMAL VIEWING ANGLES WHEN LAMPS ARE IN PLACE.

4. LUMINAIRE SHALL BE NRTL LISTED AT INTENDED OPERATING TEMPERATURE.

5. LUMEN OUTPUT SHALL BE LUMINAIRE LUMENS OR DELIVERED LUMENS, SOURCE LUMENS SHALL NOT BE USED, PER IES LM-79 AND LM-80.

6. DRIVER AND LED MODULES SHALL OPERATE THE SOLID STATE LIGHT SOURCE IN A CONSTANT MANNER, PERFORMING WITHOUT MEASURABLE FLICKER BELOW 25KHZ ALONG ENTIRE RANGE OF DIMMING.

7. INSTALL LABELS WITH PANEL AND CIRCUIT NUMBERS ON CONCEALED JUNCTION AND OUTLET BOXES.

8. EXIT SIGNS:
   A. GENERAL REQ

GENERAL SHEET NOTES

1 MOUNTING HEIGHTS OF ELECTRICAL AND ELECTRONIC EQUIPMENT IN THE FOLLOWING ORDER OF PRIORITY:

A - ELEVATIONS (ARCHITECTURAL, ELECTRICAL, MECHANICAL, ETC).

B - EQUIPMENT SHOP DRAWINGS.

C - FIELD INSTRUCTIONS.

2 LOCATE RECEPTACLES SERVING THE SAME TYPE OF USE AT A UNIFORM HEIGHT UNLESS DIRECTED OTHERWISE.

3 MECHANICAL, ELECTRICAL, AND COMMUNICATION ROOMS: COORDINATE LOCATION OF LIGHTING AND POWER RECEPTACLES WITH EQUIPMENT, PIPING, AND DUCTWORK. DO NOT INSTALL RECEPTACLES BEHIND EQUIPMENT OR WHERE OTHERWISE INACCESSIBLE. POSITION LIGHTING REGARDLESS OF WHERE SHOWN ON DRAWING TO PROVIDE PROPER ILLUMINATION.

4 MOUNT RECEPTACLE BOXES FOR SWITCHES AND RECEPTACLES WITH LONG AXIS OF THE DEVICE VERTICAL UNLESS OTHERWISE INDICATED.

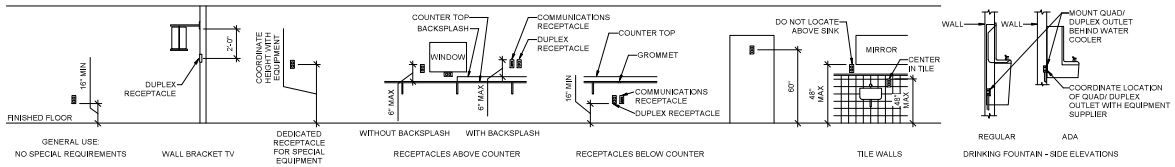
5 SET BOXES WITH PLASTER RINGS FLUSH WITH FINISHED SURFACE.

6 LOCATE BOX COVERS OR DEVICE PLATES SO THEY WILL NOT SPAN DIFFERENT TYPES OF BUILDING FINISHES EITHER VERTICALLY OR HORIZONTALLY.

7 VERIFY ALL DOOR CONDITIONS ON ARCHITECTURAL DRAWINGS PRIOR TO INSTALLING SWITCHES.

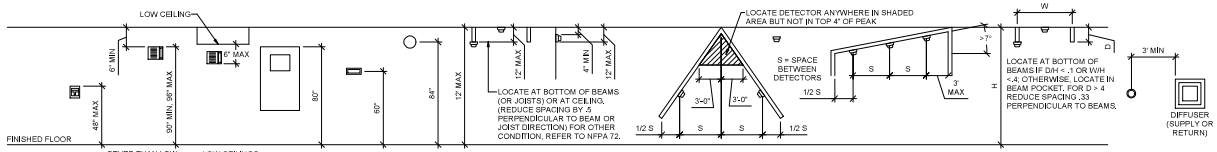
8 LOCATE WIRING DEVICES WHICH ARE ADJACENT AND ARE COMPATIBLE VOLTAGES IN ONE PLATE.

9 WHERE DEVICES ARE LOCATED IN CLOSE PROXIMITY OF THE SAME VERTICAL PLANE, ALIGN DEVICES VERTICALLY PER THE TYPICAL WALL MOUNTED DEVICES ALIGNMENT DETAIL, UNLESS OTHERWISE INDICATED.



GENERAL USE: NO SPECIAL REQUIREMENTS | WALL BRACKET TV | DEDICATED RECEPTACLE FOR SPECIAL EQUIPMENT | WITHOUT BACKSPLASH | WITH BACKSPLASH | RECEPTACLES ABOVE COUNTER | RECEPTACLES BELOW COUNTER | TILE WALLS | REGULAR | ADA | DRINKING FOUNTAIN - SIDE ELEVATIONS

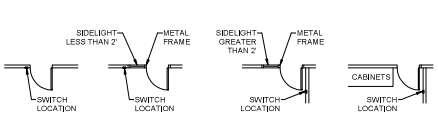
E2 RECEPTACLE MOUNTING DETAILS



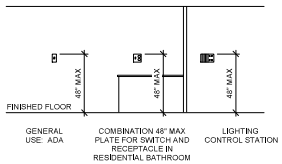
OTHER THAN LOW CEILINGS | LOW CEILINGS (WHERE IT IS NOT POSSIBLE TO MOUNT DEVICE WITH LENS ABOVE 80" AFF)

PULL STATION | AUDIBLE, VISIBLE, OR AUDIBLE/VISIBLE DEVICE | FIRE ALARM CONTROL PANEL | FIRE SYSTEM ANNUNCIATOR | BELL | SMOKE DETECTOR BETWEEN BEAMS | WALL MOUNTED SMOKE DETECTOR | SMOKE DETECTOR ON SLOPED CEILING (PEAKED) | SMOKE DETECTOR ON SLOPED CEILING (SHED) | HEAT DETECTOR BETWEEN BEAMS | SMOKE DETECTOR ADJACENT TO SUPPLY AIR

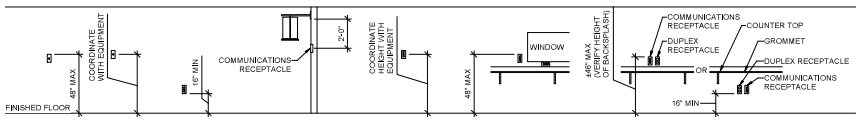
D2 FIRE ALARM MOUNTING DETAILS



STANDARD DOOR | DOOR WITH SIDELIGHT LESS THAN 2' | DOOR WITH SIDELIGHT GREATER THAN 2' | DOOR WITH NO PLACE FOR SWITCH AT LATCH SIDE



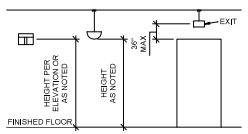
GENERAL USE: ADA | COMBINATION 48" MAX PLATE FOR SWITCH AND RECEPTACLE IN RESIDENTIAL BATHROOM | LIGHTING CONTROL STATION



WALL PHONE | PAY PHONE | GENERAL USE NO SPECIAL REQUIREMENTS | WALL BRACKET TV | DEDICATED RECEPTACLE FOR SPECIAL EQUIPMENT | ABOVE COUNTER - TYPICAL | RECEPTACLES ABOVE OR BELOW COUNTER

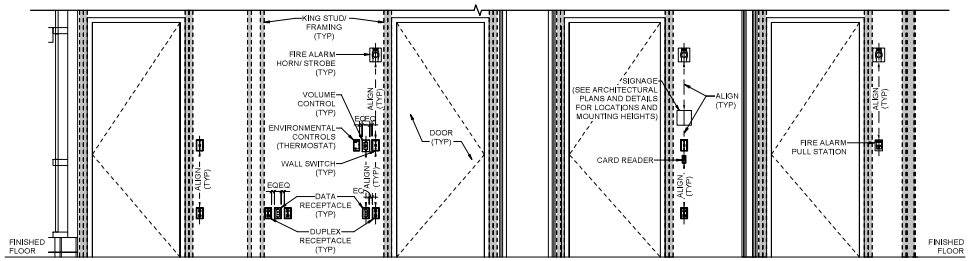
REFER TO ARCHITECTURAL ELEVATIONS FOR PLACEMENT OF OUTLETS

C2 SWITCH MOUNTING DETAILS



WALL MOUNTED LIGHT FIXTURE | PENDANT LIGHT FIXTURE | PENDANT EXIT SIGNS

C4 COMMUNICATIONS MOUNTING DETAILS



B2 LIGHTING MOUNTING DETAILS

B3 BOX MOUNTING DETAILS



FOR LESS THAN 24" SEPARATION, PROVIDE LISTED SOUND AND FIRE PUTTY PADS

BOXES ON OPPOSITE SIDES OF WALL

B4 TYPICAL WALL MOUNTED DEVICES ALIGNMENT DETAIL

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2nd Submittal
BLDCIP-24-0022

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Project No. 240107

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NO.	REVISION	DATE

PROJECT NO.: 2023.078
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DESIGNED BY: ROC
DRAWN BY: HAN
APPROVED BY: ROC

SHEET TITLE:
TYPICAL MOUNTING DETAILS

SHEET NUMBER:
EE701

CONSTRUCTION DOCUMENTATION

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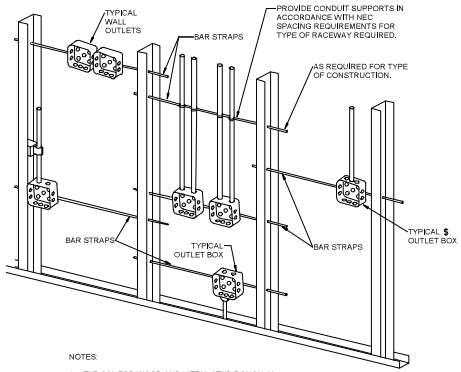
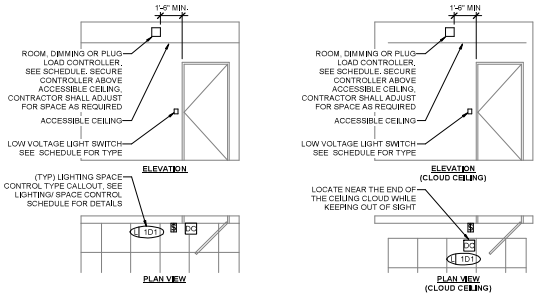


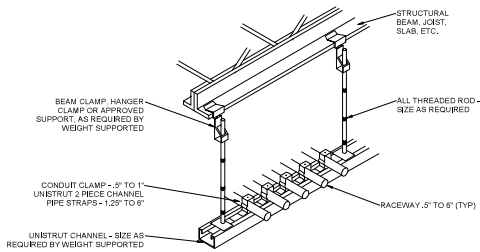
NOTES:

1. TYPICAL FOR WOOD AND METAL STUD ROUGH-IN.
2. PLASTER RINGS NOT SHOWN.
3. LOCATE ALL OUTLET BOXES IN ACCORDANCE WITH ARCHITECTURAL AND MECHANICAL DRAWINGS AND WITH ALL APPLICABLE SHOP DRAWINGS.
4. IN ACCORDANCE WITH IBC 714.3.2 EXCEPTION 1, OUTLETS ON OPPOSITE SIDES OF WALLS OR PARTITIONS IN THE SAME STUD SPACE IN A RATED FIRE SEPARATION WALL MUST BE SEPARATED BY A MINIMUM OF 24" HORIZONTAL DISTANCE OR LISTED, SOUND AND FIRE RATED PUTTY PADS SHALL BE USED ON THE OUTLET BOXES.
5. IN NON-RATED WALLS, OUTLETS ON OPPOSITE SIDES OF WALLS OR PARTITIONS MUST BE SEPARATED BY 16" FOR SOUND ATTENUATION.

C2 TYPICAL ROUGH-IN REQUIREMENTS DETAIL



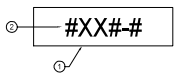
D4 TYPICAL ROOM CONTROLLER MOUNTING DETAILS



C4 TYPICAL CONDUIT RACK DETAIL

1 SWITCH AND RECEPTACLE LABEL TO BE PROVIDED AT EACH SWITCH OR RECEPTACLE, LABEL IS TO BE 1.5"W X .5"H, LABEL TO BE CLEAR WITH ADHESIVE ON THE BACK.

2 LETTERING IS TO BE .25" HIGH, CENTERED, AND FORMATTED AS SHOWN. FIRST SET OF SYSMBOLS CORRESPOND TO THE PANEL THE EQUIPMENT IS TIED TO, SEE TYPICAL PANELBOARD LABEL DETAIL. THIRD '#' IS TO IDENTIFY THE CIRCUIT BREAKER THE EQUIPMENT IS TIED TO.

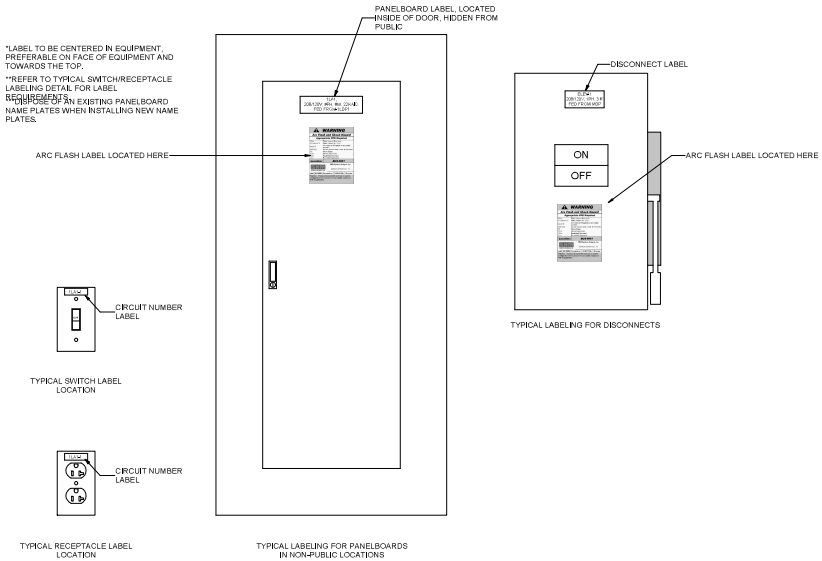


A2 TYPICAL SWITCH/RECEPTACLE LABEL

*LABEL TO BE CENTERED IN EQUIPMENT, PREFERABLE ON FACE OF EQUIPMENT AND TOWARDS THE TOP.

**REFER TO TYPICAL SWITCH/RECEPTACLE LABELING DETAIL FOR LABEL REQUIREMENTS.

CONTRACTOR TO FIELD VERIFY EXISTING PANELBOARD NAME PLATES WHEN INSTALLING NEW NAME PLATES.



A3 TYPICAL SWITCH, RECEPTACLE AND PANELBOARD/SWITCHBOARD LABELING LOCATION DETAIL

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2nd Submittal
BLDCIP-24-0022

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NO.	REVISION	DATE

PROJECT NO.: 2023.078
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DESIGNED BY: ROC
DRAWN BY: HAN
APPROVED BY: ROC

SHEET TITLE:
ELECTRICAL DETAILS

SHEET NUMBER:
EE702

CONSTRUCTION DOCUMENTATION

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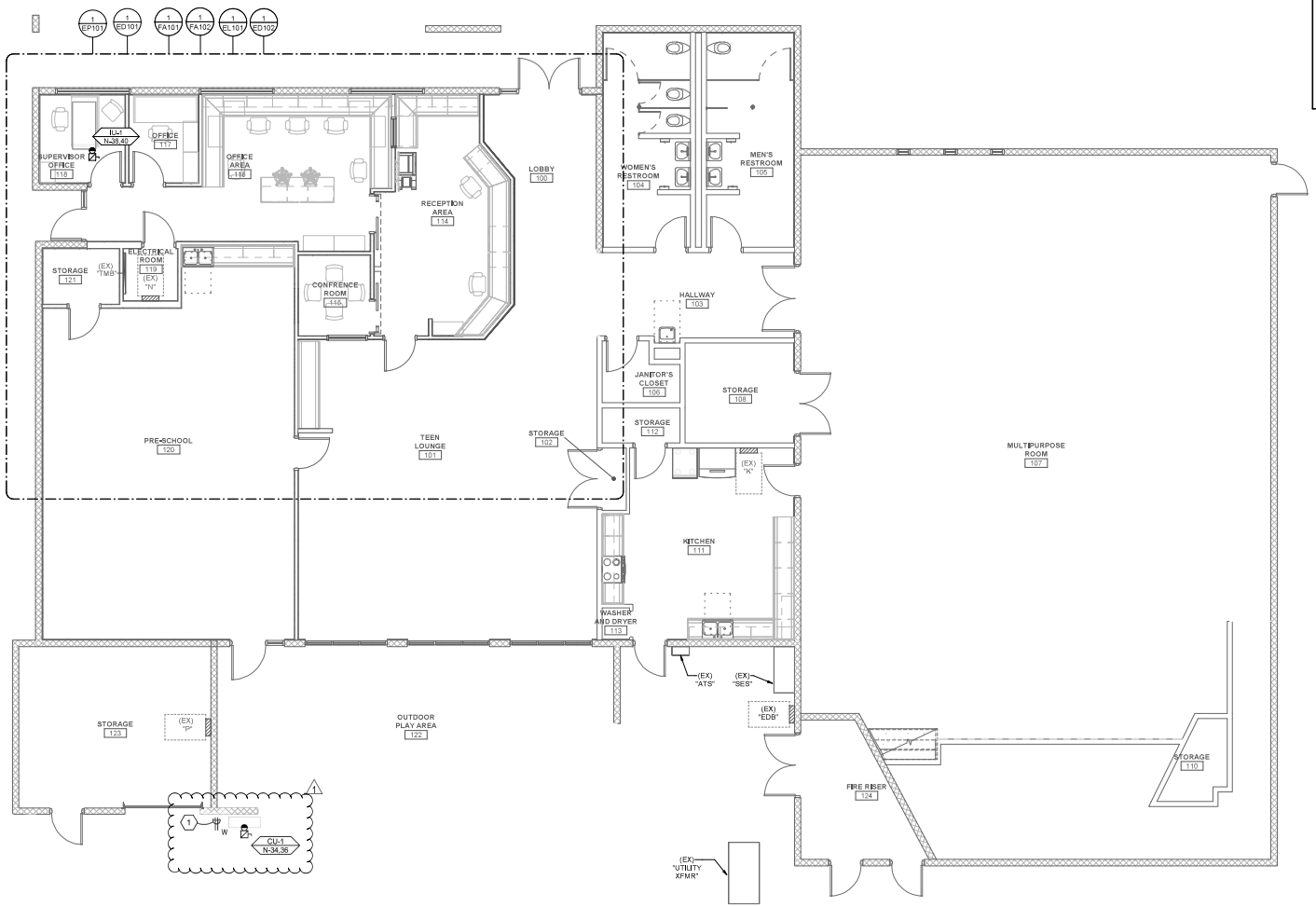
SHEET KEYNOTES

1 CONNECT TO EXISTING BRANCH CIRCUIT SERVING RECEPTACLES IN STORAGE ROOM 123. CONFIRM CIRCUIT CAPACITY.



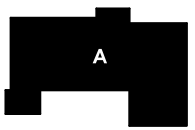
1 OVERALL PLAN

3/16" = 1'-0"

NORTH

0' 4' 8' 16' 32'

KEY PLAN



NORTH

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NO.	REVISION	DATE
1	1ST CITY COMMENT	07/31/24

PROJECT NO.: 2023.078
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DESIGNED BY: ROC
DRAWN BY: HAN
APPROVED BY: ROC

SHEET TITLE:
OVERALL PLAN

SHEET NUMBER:
EE800

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Dr. Saide Recreation Center Reconfiguration
Contract No. 2023085, DO #1
Wilmeng Construction, Inc.

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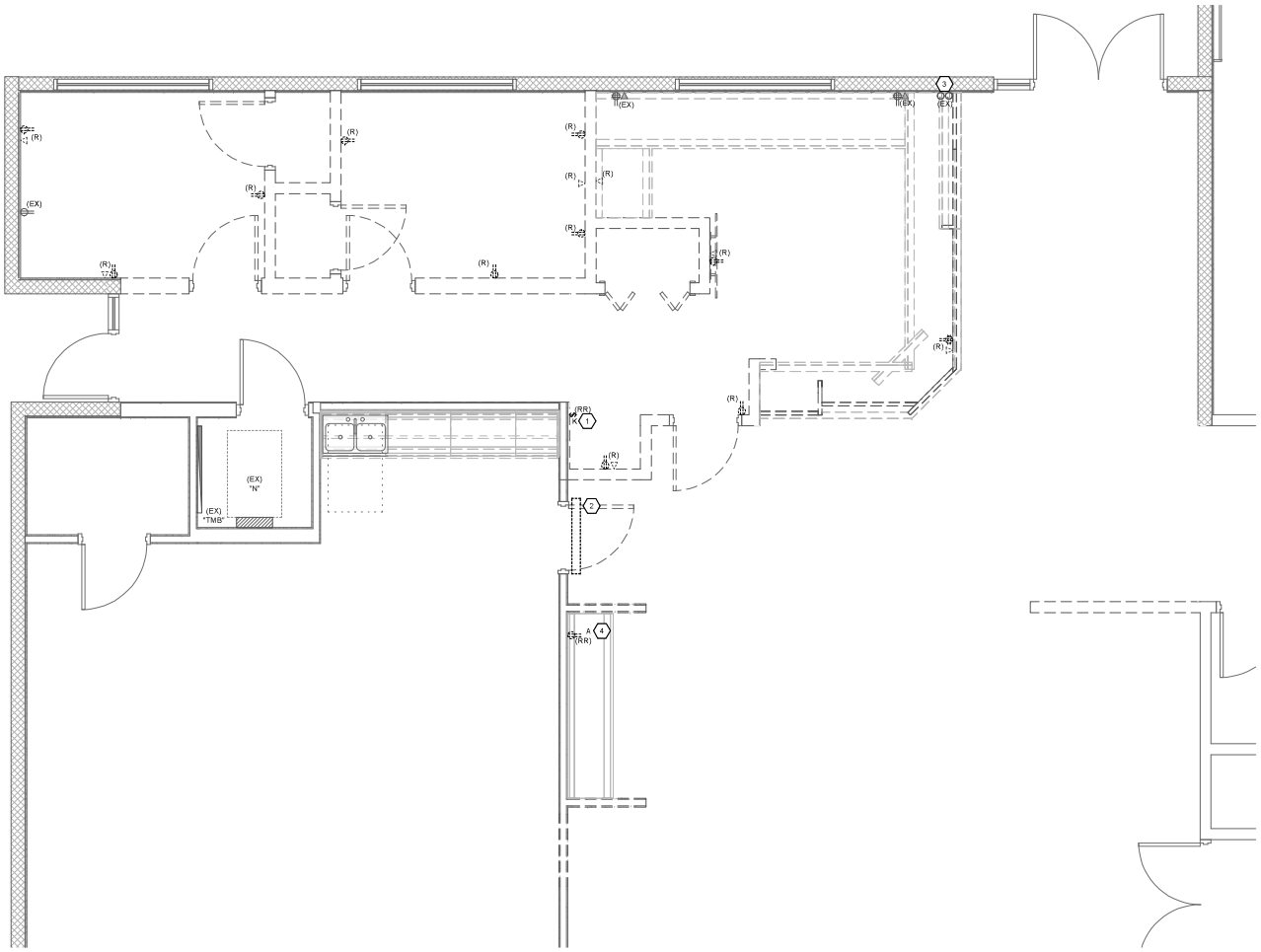

1 POWER PLAN - DEMO - ADMIN OFFICE
3/8" = 1'-0"

NORTH

0' 1'-4" 2'-8" 5'-4" 10'-8"

GENERAL SHEET NOTES

1. UNLESS NOTED OTHERWISE REMOVE ALL LUMINAIRES, DEVICES AND EQUIPMENT SHOWN DASHED. REMOVE CONDUIT AND WIRING BACK TO PANELBOARD OF ORIGIN OR TO FIRST ACTIVE DEVICE THAT REMAINS.
2. PRIOR TO SUBMITTING BID, VISIT THE SITE AND FIELD VERIFY THE EXTENT OF ELECTRICAL DEMOLITION WORK TO MEET THE INTENT OF THE BID DOCUMENTS AND INCLUDE ALL COSTS IN BID.
3. PRIOR TO REMOVAL OF ANY ELECTRICAL EQUIPMENT OR WIRING, FIELD VERIFY THAT THE EQUIPMENT OR WIRING IS INACTIVE OR NO LONGER IN USE.
4. REMOVE ALL DEVICES, RACEWAYS AND WIRING FROM WALLS TO BE REMOVED. WHERE ACTIVE RACEWAYS OCCUR IN WALLS TO BE REMOVED, RE-ROUTE THE RACEWAY WITH ASSOCIATED WIRING TO KEEP THE CIRCUIT OPERATIONAL.
5. REMOVE ALL FIRE ALARM DEVICES WHERE EXISTING WALLS AND CEILINGS ARE BEING REMOVED, WITH ASSOCIATED CONDUIT AND WIRING. EXISTING FIRE ALARM DEVICES AND SYSTEM NOT INDICATED FOR REMOVAL SHALL REMAIN ACTIVE THROUGHOUT DEMOLITION AND CONSTRUCTION UNTIL THE NEW SYSTEM IS TESTED AND OPERATIONAL. MAINTAIN ALL CLASS A FIRE ALARM INITIATING AND INDICATING LOOPS WHERE EXISTING DEVICES ARE REMOVED.
6. REMOVE ALL ABANDONED RACEWAY, CONDUIT, WIRING AND CABLING WHETHER ABANDONED PREVIOUS TO THIS PROJECT OR AS A RESULT OF THIS PROJECT. NOT ALL ABANDONED ITEMS ARE SHOWN ON THESE PLANS AND FIELD VERIFICATION OF DEMOLITION SCOPE EXTENT IS REQUIRED.
7. DEVICES MARKED "RR" ARE TO BE REMOVED AND RELOCATED PER NEW PLANS. EXTEND CIRCUITING AS REQUIRED FOR RELOCATION.
8. REFER TO ARCHITECTURAL DRAWINGS FOR REMOVAL OF MOTORS, CONDUIT, CONDUCTOR AND CONTROL WIRING ASSOCIATED WITH EXISTING MOTORIZED DOORS, PARTITIONS AND LIGHTING.
9. ALL ITEMS INDICATED TO REMAIN SHALL BE PROTECTED DURING ALL PHASES OF CONSTRUCTION.
10. CONTRACTOR TO TRACE AND LABEL ALL EXISTING LOADS TO REMAIN, THAT ARE CURRENTLY FED FROM PANELS THAT ARE BEING DEMOLISHED IN THIS PHASE, THESE LOADS TO BE RE-FED FROM NEW PANELS IN NEXT PHASE.

SHEET KEYNOTES

1. REMOVE EXISTING KEYED SWITCH CONTROLLING DOOR LOCKING SYSTEM. REFERENCE POWER PLAN FOR NEW LOCATION.
2. REMOVE EXISTING "LIL SQUIRTS PRESCHOOL" SIGN AND POWER SUPPLY. STORE FOR REINSTALL. REFERENCE POWER PLAN FOR NEW LOCATION.
3. EXISTING POWER AND DATA RACEWAYS AND J-BOXES MAY BE REUSED FOR EXTENSION TO NEW DEVICES LOCATIONS. FIELD VERIFY EXACT LOCATIONS.
4. EXISTING RECEPTACLE IS TO BE RELOCATED. EXTEND CONDUIT AND CONDUCTORS TO NEW LOCATION ON NEW POWER PLAN.

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BUCKEYE, AZ 85326

NO.	REVISION	DATE

PROJECT NO.: 2023.078
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DRAWN BY: HAN
APPROVED BY: ROC

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POWER PLAN - DEMO - ADMIN OFFICE

SHEET NUMBER:
ED101

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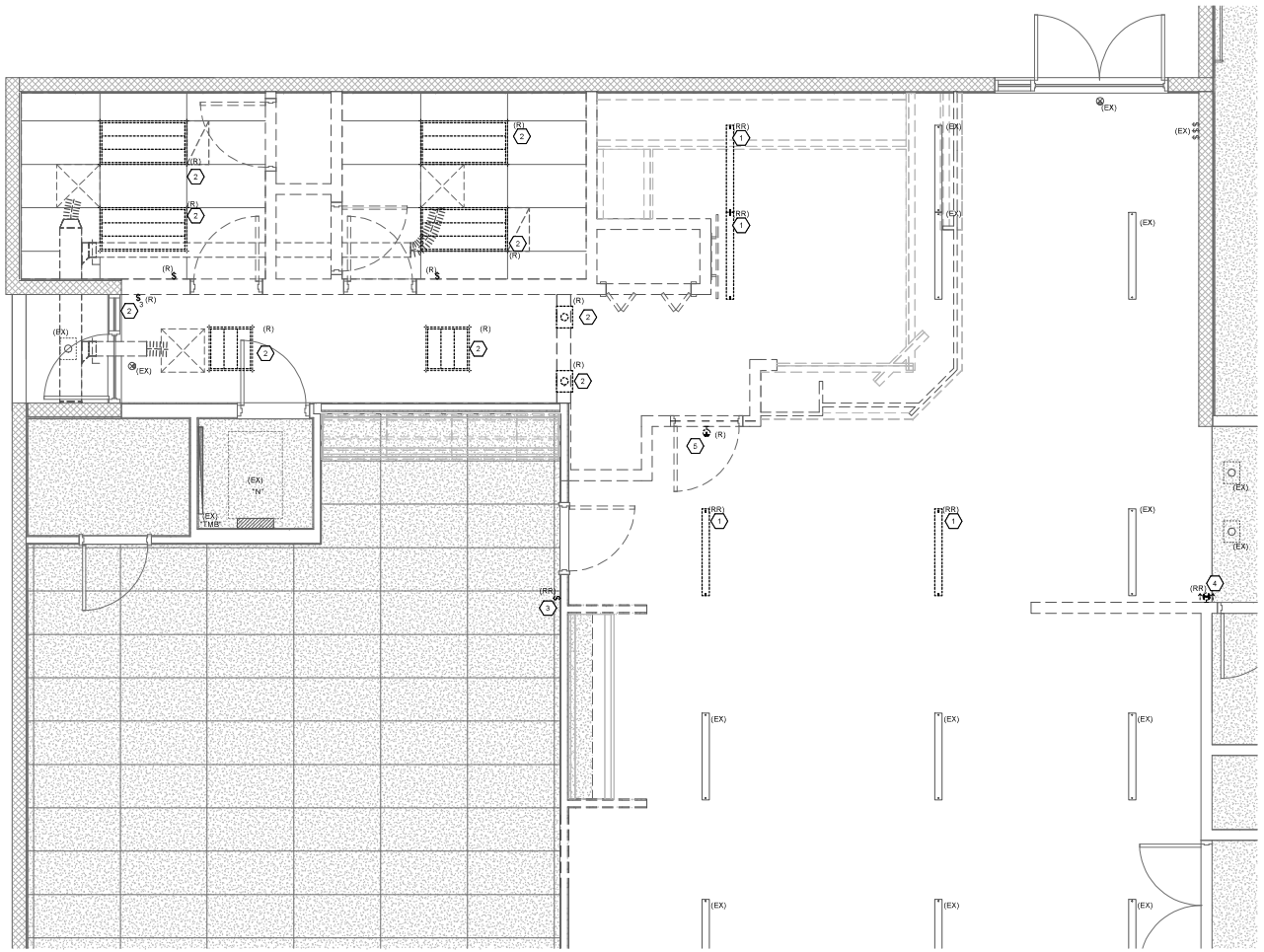

1 LIGHTING PLAN - DEMO - ADMIN OFFICE
3/8" = 1'-0"

NORTH

0' 1'-4" 2'-8" 5'-4" 10'-8"

GENERAL SHEET NOTES

1. UNLESS NOTED OTHERWISE REMOVE ALL LUMINAIRES, DEVICES AND EQUIPMENT SHOWN DASHED. REMOVE CONDUIT AND WIRING BACK TO PANELBOARD OF ORIGIN OR TO FIRST ACTIVE DEVICE THAT REMAINS.
2. PRIOR TO SUBMITTING BID, VISIT THE SITE AND FIELD VERIFY THE EXTENT OF ELECTRICAL DEMOLITION WORK TO MEET THE INTENT OF THE BID DOCUMENTS AND INCLUDE ALL COSTS IN BID.
3. PRIOR TO REMOVAL OF ANY ELECTRICAL EQUIPMENT OR WIRING, FIELD VERIFY THAT THE EQUIPMENT OR WIRING IS INACTIVE OR NO LONGER IN USE.
4. REMOVE ALL DEVICES, RACEWAYS AND WIRING FROM WALLS TO BE REMOVED. WHERE ACTIVE RACEWAYS OCCUR IN WALLS TO BE REMOVED, RE-ROUTE THE RACEWAY WITH ASSOCIATED WIRING TO KEEP THE CIRCUIT OPERATIONAL.
5. REMOVE ALL FIRE ALARM DEVICES WHERE EXISTING WALLS AND CEILINGS ARE BEING REMOVED, WITH ASSOCIATED CONDUIT AND WIRING. EXISTING FIRE ALARM DEVICES AND SYSTEM NOT INDICATED FOR REMOVAL SHALL REMAIN ACTIVE THROUGHOUT DEMOLITION AND CONSTRUCTION UNTIL THE NEW SYSTEM IS TESTED AND OPERATIONAL. MAINTAIN ALL CLASS A FIRE ALARM INITIATING AND INDICATING LOOPS WHERE EXISTING DEVICES ARE REMOVED.
6. REMOVE ALL ABANDONED RACEWAY, CONDUIT, WIRING AND CABLING WHETHER ABANDONED PREVIOUS TO THIS PROJECT OR AS A RESULT OF THIS PROJECT. NOT ALL ABANDONED ITEMS ARE SHOWN ON THESE PLANS AND FIELD VERIFICATION OF DEMOLITION SCOPE EXTENT IS REQUIRED.
7. DEVICES MARKED "RR" ARE TO BE REMOVED AND RELOCATED PER NEW PLANS. EXTEND CIRCUITING AS REQUIRED FOR RELOCATION.
8. REFER TO ARCHITECTURAL DRAWINGS FOR REMOVAL OF MOTORS, CONDUIT, CONDUCTOR AND CONTROL WIRING ASSOCIATED WITH EXISTING MOTORIZED DOORS, PARTITIONS AND LIGHTING.
9. ALL ITEMS INDICATED TO REMAIN SHALL BE PROTECTED DURING ALL PHASES OF CONSTRUCTION.
10. CONTRACTOR TO TRACE AND LABEL ALL EXISTING LOADS TO REMAIN, THAT ARE CURRENTLY FED FROM PANELS THAT ARE BEING DEMOLISHED IN THIS PHASE. THESE LOADS TO BE RE-FED FROM NEW PANELS IN NEXT PHASE.

SHEET KEYNOTES

1. REMOVE EXISTING PENDANT MOUNTED LUMINARIES AND STORE FOR REUSE.
2. DEMOLISH EXISTING LIGHTING FIXTURES AND ASSOCIATED LIGHTING CONTROL SWITCH. PROTECT AND MAINTAIN EXISTING LIGHTING BRANCH CIRCUIT FOR RE-USE IN NEW WORK.
3. EXISTING LIGHTING SWITCH TO BE REMOVED AND RELOCATED TO NEW LOCATION. SEE NEW LIGHTING PLAN FOR MORE INFORMATION.
4. WALL MOUNTED EXIT LIGHT TO BE RELOCATED TO NEW LOCATION. PROTECT AND MAINTAIN DURING ALL PHASES OF CONSTRUCTION.
5. REMOVE EXISTING EXIT SIGN AND STORE FOR OWNER STOCK.

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NO.	REVISION	DATE

PROJECT NO.: 2023.078
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DESIGNED BY: ROC
DRAWN BY: HAN
APPROVED BY: ROC

SHEET TITLE:
LIGHTING PLAN - DEMO - ADMIN OFFICE

SHEET NUMBER:
ED102

CONSTRUCTION DOCUMENTATION

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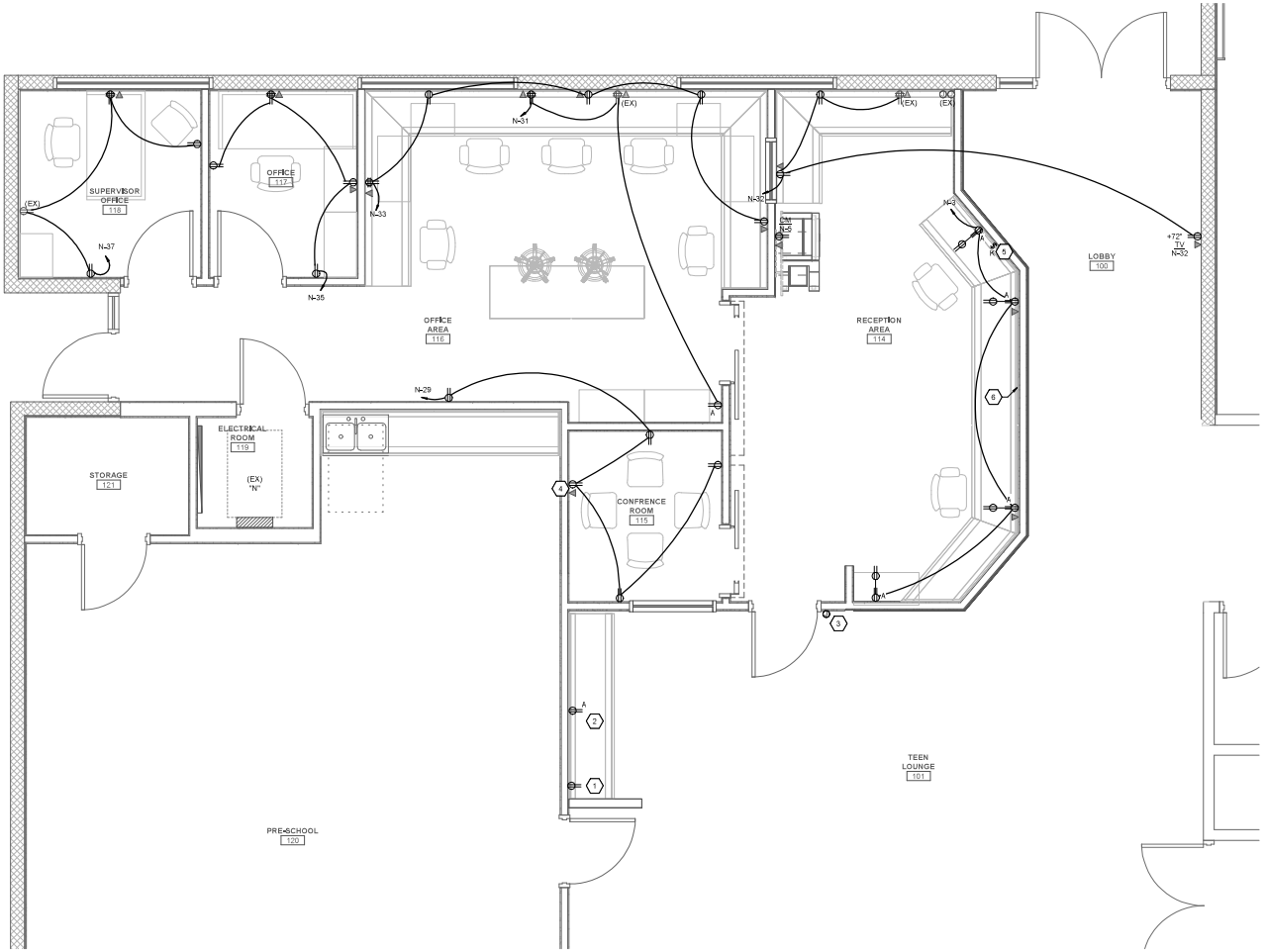
Dr. Saide Recreation Center Reconfiguration
Contract No. 2023085, DO #1
Wilmeng Construction, Inc.



NORTH

1 POWER PLAN - NEW - ADMIN OFFICE

3/8" = 1'-0"

0 1'-4" 2'-8" 5'-4" 10'-8"

GENERAL SHEET NOTES

1. ALL WORK SHALL BE DONE ACCORDING TO THE CURRENT NATIONAL ELECTRICAL CODE (NEC) AS ADOPTED BY CITY OF BUCKEYE, IBC, NFPA AND IFC. COMPLIANCE AND FINAL APPROVIAL IS SUBJECT TO THE ON SITE FIELD INSPECTION.
2. PRIOR TO ROUGH-IN AND FINAL CONNECTION, VERIFY ELECTRICAL CHARACTERISTICS AND EXACT LOCATION OF EQUIPMENT/FIXTURES/DEVICES.
3. REPLACE ALL EXISTING DEVICES THAT ARE TO REMAIN WITH NEW DEVICE AND COVERPLATE TO MATCH THE NEW DEVICE TYPE AND COLOR. NEW RECEPTACLES SHALL BE TAMPER RESISTANT. PROVIDE LABEL TO IDENTIFY CIRCUITS SERVING INDIVIDUAL DEVICES/EQUIPMENT.
4. PROIVDE A MAXIMUM OF (3) CIRCUITS PER CONDUIT. EACH CIRCUIT TO HAVE DEDICATED NEUTRAL. SHARED NEUTRAL IS NOT ALLOWED.
5. CONTRACTOR TO UPSIZE BRANCH CIRCUITS AND FEEDERS FOR VOLTAGE DROP BASED ON ACTUAL LEGNTHS. BRANCH CIRCUIT CONDUCTORS SHALL BE SIZED IN ACCORDANCE WITH THE BRANCH CIRCUIT CONDUCTOR SIZING TABLE.
6. LOCATION OF MECHANICAL EQUIPMENT SHOWN IS APPROXIMATE AND PROVIDED BY OTHERS. COORDINATE EXACT LOCATIONS OF ALL MECHANICAL EQUIPMENT WITH MECHANICAL PLANS & EQUIPMENT INSTALLER PRIOR TO ROUGH-IN.
7. ALL DEVICES/FIXTURE/EQUIPMENT MARK "(EX)" ARE EXISTING TO REMAIN AND SHOULD BE PROTECTED DURING ALL PHASES OF CONSTRUCTION.
8. IXTURES/DEVICES/EQUIPMENT LOCATED WITHIN FIRE RATED CEILING/WALLS, SYSTEMS SHALL BE INSTALLED AS TO MAINTAIN THE FIRE RATING.

SHEET KEYNOTES

1. PROVIDE NEW SWITCHED RECEPTACLE MOUNTED ABOVE EXISTING RED ARCHITECTURAL FEATURE WALL/ALCOVE. PROVIDE ASTRONOMICAL TIMER LOCATED IN ELECTRICAL CLOSET TO SWITCH RECEPTACLES/SIGN. RELOCATE SIGN AS DIRECTED BY ARCHITECT. MOUNT SIGN DRIVER OUT OF SIGHT ABOVE FEATURE ALCOVE. CONNECT TO EXISTING CIRCUIT SERVING COUNTER RECEPTACLE BELOW.
2. PROVIDE NEW RECEPTACLE AND CONNECT TO EXISTING CIRCUIT SERVING DEMOLISHED RECEPTACLE.
3. PROVIDE J-BOX FOR ACCESS CONTROL. COORDINATE WITH OWNER FOR EXACT REQUIREMENTS.
4. CONFIRM EXACT REQUIREMENTS AND MOUNTING HEIGHT WITH OWNER.
5. NEW LOCATION OF KEYED DOOR LOCK SWITCH. EXTEND RACEWAY AND CABLING AS REQUIRED. CONFIRM EXACT LOCATION WITH OWNER. (CS/DD PRIOR TO ROUGH-IN).
6. PROVIDE (2) 1" C TO FRONT LOBBY DESKS. COORDINATE WITH OWNER FOR TERMINATION POINT.

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Registered Professional Engineer
Expires 3/31/2026

2nd Submittal
BLDCIP-24-0022

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Project No. 240107

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BUCKEYE, AZ 85326

NO.	REVISION	DATE

PROJECT NO.: 2023.078
DATE: 06/12/2024
DESIGNED BY: ROC
DRAWN BY: HAN
APPROVED BY: ROC

SHEET TITLE:
POWER PLAN - ADMIN OFFICE

SHEET NUMBER:
EP101

CONSTRUCTION DOCUMENTATION

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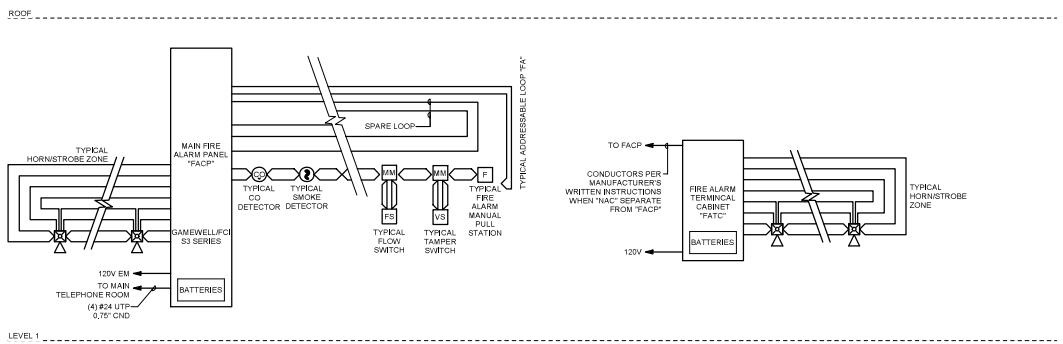
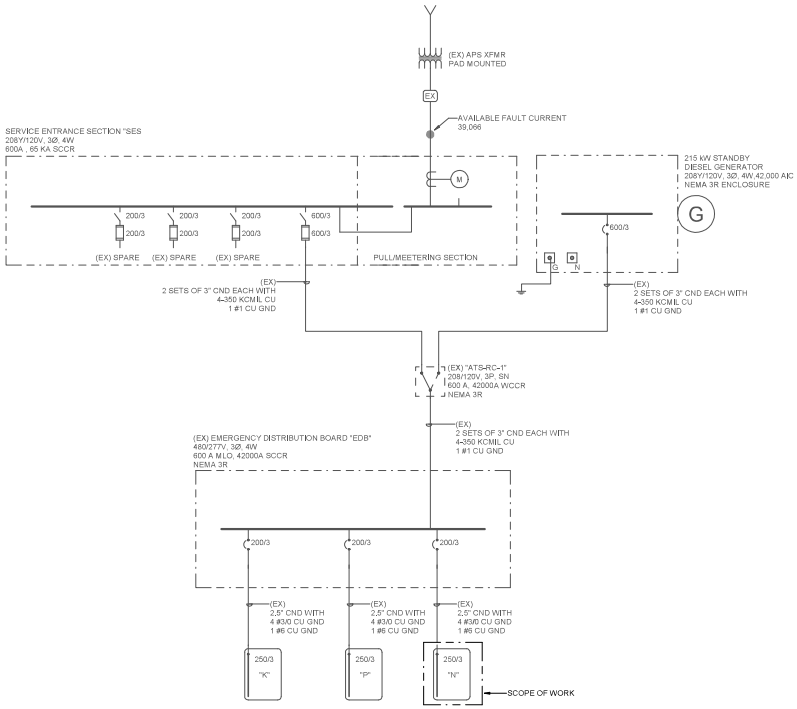


D1 FIRE ALARM RISER



A1 ONE-LINE DIAGRAM

GENERAL SHEET NOTES

1 PROVIDE NEMA 3R ENCLOSURES FOR EQUIPMENT LOCATED OUTDOORS. REFER TO PLANS FOR EQUIPMENT LOCATIONS.

2 REFER TO PLANS FOR CONSTRAINTS ON PHYSICAL DIMENSIONS AND CLEARANCE REQUIREMENTS OF EQUIPMENT. PROVIDE EQUIPMENT DIMENSIONS THAT FALL WITHIN THE CONSTRAINTS OF EACH SPECIFIC LOCATION.

BRANCH CIRCUIT CONDUCTOR AND CONDUIT SIZING TABLE

CIRCUIT AMPACITY/VOLTAGE	CIRCUIT LENGTH	CONDUCTOR SIZE (PHASE, NEUTRAL AND GR)	CONDUIT SIZE
20A/120V	0' - 60'	#12 AWG	0.75" Ø
20A/120V	60' - 95'	#10 AWG	0.75" Ø
20A/120V	95' - 150'	#8 AWG	1" Ø
20A/120V	150' - 240'	#6 AWG	1.25" Ø
20A/277V	0' - 140'	#12 AWG	0.75" Ø
20A/277V	140' - 220'	#10 AWG	0.75" Ø
20A/277V	220' - 350'	#8 AWG	1" Ø
20A/277V	350' - 550'	#6 AWG	1.25" Ø

NOTES:

1. WIRE SIZING IS BASED ON COPPER CONDUCTORS SUPPLYING A 20A, 120V CIRCUIT AT THE INDICATED VOLTAGE, ASSUMED TO BE 80% LOADED (16A), WITH MAXIMUM VOLTAGE DROP OF 3% AT THE LOAD.

2. DOWN-SIZED WIRE AT DEVICE/LOAD AS REQUIRED AND TERMINATE CONDUCTORS IN A SAFE AND CODE COMPLIANT MANNER.

3. CONDUIT SIZE IS BASED ON A MAXIMUM OF 3 CIRCUITS PER CONDUIT, EACH WITH A SEPARATE NEUTRAL CONDUCTOR.

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PROJECT NO.: 2023.078
DATE: 06/12/2024
DESIGNED BY: ROC
DRAWN BY: HAN
APPROVED BY: ROC

SHEET TITLE:
ONE-LINE DIAGRAM AND RISER

SHEET NUMBER:
EP601

CONSTRUCTION DOCUMENTATION

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LOAD SUMMARY

PANEL N (1)

AREA/LOAD	VA/SF	VA	
LIGHTING (2)	2	8120	VA
GEN USE POWER	2.5	10150	VA
WATER HEATER		4500	VA
COPIER		1500	VA
VEND (TWO)		3000	VA
PHONE, FACP		1600	VA
FAN COIL (3)		1200	VA
ADDED CIRCUITS:			
NEW RECEPTS		5700	VA
CU-1, IU-1		5200	VA
TOTAL		40970	VA
		113.8	A @ 208Y/120 V 3PH

SES

PEAK DEMAND (4)	48	KW
X125% / 0.3 (PF) PER NEC 220.87	75	KVA
ADDED LOAD:	12.8	KVA
TOTAL LOAD	87.8	KVA
	243.9	A @ 208Y/120 V 3PH

(1) PANEL N SERVES WEST END OF BUILDING (APPROXIMATELY 4000 SF). EAST END OF BUILDING IS SERVED BY PANEL K.
(2) SCHOOL'S ENERGY DENSITY IS CALCULATED AT THE 2002 NEC VALUE, AS IT IS THE MORE CONSERVATIVE VALUE.

(3) PER MECHANICAL ENGINEER, THERE IS NO FAN COIL IN EAST SIDE OF BUILDING. LOAD IS SHOW AS AN EXISTING CIRCUIT IS IDENTIFIED FOR ONE.
(4) SINGLE METER ON EXISTING SERVICE. LOAD PER UTILITY COMPANY

(EX) PANEL: "N"

VOLTS/PHASE/WIRE:	PANEL SIZE & TYPE:	MAIN SIZE AND TYPE:	FED FROM:	CABINET:	LOCATION:	NOTES:
120/208V, 3 PH 4 WIRE	22" W x 6" D, BOLT-ON	250 AMPERE MAIN LUGS	EDB	SURFACE	ELECTRICAL ROOM 119	

ACCESSORIES: PANEL DIRECTORY, IDENTIFICATION, GROUNDING BAR — AIC RATING: 22,000

CKT	OCP			LOAD (kVA)			PHASE LOAD				LOAD (kVA)			OCP			CKT
NO	AMP	POLE	BKR	LTG	PWR	CO	DESCRIPTION	A	B	C	DESCRIPTION	CO	PWR	LTG	BKR	POLE	AMP	NO
1	20	1		0.0	0.7	0.0	(EX) RECEPTACLES (4)	0.7	0.7		(EX) RECEPTACLES (4)	0.0	0.7	0.0		1	20	2
3	20	1		0.0	0.0	1.4	PWR: RECEPTION AREA 114 (N.2)		1.4	0.7	(EX) RECEPTACLES (4)	0.0	0.7	0.0		1	20	4
5	20	1		0.0	1.1	0.0	PWR: COPY MACHINE (N.2)			1.1	0.9	(EX) RECEPTACLES (5)	0.0	0.9	0.0		1	20	6
7	20	1		0.0	0.6	0.0	(EX) FACP	0.6	0.4			(EX) RECEPTACLES (2)	0.0	0.4	0.0		1	20	8
9	20	1		0.0	0.9	0.0	(EX) RECEPTACLES (5)		0.9	1.0		(EX) RECEPTACLE SERVER.	0.0	1.0	0.0		1	20	10
11	20	1		0.0	0.9	0.0	(EX) RECEPTACLES (5)			0.9	1.0	(EX) RECEPTACLE PHONE SERVICE	0.0	1.0	0.0		1	20	12
13	20	1		0.0	0.7	0.0	(EX) RECEPTACLES (4)	0.7	1.2			(EX) RECEPTACLE VENDING	0.0	1.2	0.0		1	20	14
15	20	1		0.0	1.4	0.0	(EX) RECEPTACLES (8)		1.4	1.2		(EX) RECEPTACLE VENDING	0.0	1.2	0.0		1	20	16
17	20	1		1.4	0.0	0.0	(EX) LIGHTING			1.4	1.4	(EX) LIGHTING	0.0	0.0	1.4		1	20	18
19	20	1		1.4	0.0	0.0	(EX) LIGHTING	1.4	1.4			(EX) LIGHTING	0.0	0.0	1.4		1	20	20
21	20	1		1.4	0.0	0.0	(EX) LIGHTING			1.4	1.4	(EX) LIGHTING - EXIT EMERGENCY	0.0	0.0	1.4		1	20	22
23	20	1	—	0.0	0.0	0.0	(EX) SPARE				0.0	2.3	(EX) WATER HEATER	0.0	4.6	0.0		2	30	24
25	20	1	—	0.0	0.0	0.0	(EX) SPARE	0.0	2.3				—	—	—	—	—	—	26
27	20	1		0.0	0.4	0.0	(EX) FAN#1			0.4	0.6	(EX) FAN COIL #2	0.0	1.2	0.0		2	15	28
29	20	1		0.0	0.0	0.9	PWR: CONFERENCE RM 115 (N.1)				0.9	0.6	—	—	—	—	—	—	30
31	20	1		0.0	0.0	0.9	PWR: OPEN OFFICE 116 (N.1)	0.9	1.2			PWR: RECEPTION AREA/TV (N.1)	0.7	0.5	0.0		1	20	32
33	20	1		0.0	0.0	1.1	PWR: OPEN OFFICE 116 (N.1)			1.1	2.3	PWR: CU-1 (N.3)	0.0	4.5	0.0		2	35	34
35	20	1		0.0	0.0	0.9	PWR: OPEN OFFICE 117 (N.1)				0.9	2.3	—	—	—	—	—	—	36
37	20	1		0.0	0.0	0.9	PWR: OFFICE RM 118 (N.1)	0.9	0.3			PWR: IU-1 (N.3)	0.0	0.6	0.0		2	15	38
39	—	1	—	0.0	0.0	0.0	(EX) SPACE			—	0.3		—	—	—	—	—	—	40
41	—	1	—	0.0	0.0	0.0	(EX) SPACE					—	(EX) SPACE	0.0	0.0	0.0	—	1	—	42
TOTALS:							CONNECTED KVA PER PHASE	13	14	14			CONNECTED TOTAL KVA =		41				
							CONNECTED AMPS PER PHASE	106	119	115			AVERAGE CONNECTED AMPS PER PHASE =		113				

NEC DIVERSIFIED LOAD CALCULATIONS

LIGHTING & CONTINUOUS LOADS: 8.6 kVA @ 125% = 10.8 kVA — 100% CONNECTED LOAD PLUS 25%
RECEPTACLES: 6.8 kVA @ 100% = 6.8 kVA — FIRST 10kVA @ 100%, REMAINDER @ 50%
ALL OTHER LOADS @ 100%: 26.2 kVA — MOTOR TOTALS INCLUDED IN ALL OTHER LOADS WITH LARGEST MOTOR CALCULATED @ 125% PER NEC
DIVERSIFIED TOTAL kVA = 44
AVERAGE AMPS PER PHASE = 122

BKR: GF=GFCI, GF3=30mA GFCI CAPABLE OF BEING LOCKED OUT IN OPEN POSITION, IG=ISOLATED GROUND, AF=AFCI, ST=SHUNT TRIP, RED=PROVIDE RED COLORED BREAKER, AF=ARC FAULT CURRENT INTERRUPTER, GA=COMBINATION OF GROUND FAULT AND ARC FAULT CIRCUIT INTERRUPTER, GS=COMBINATION OF SHUNT TRIP WITH GFCI

NOTES:
1. EXISTING SPACE TO BE USED AS RESULT OF NEW WORK. PROVIDE NEW 20A/1P, 22kAIC RATED BREAKER THAT IS COMPATIBLE WITH EXISTING PANELBOARD MANUFACTURER.
2. REUSE EXISTING CIRCUITS FOR NEW WORK. SEE NEW WORK PLAN FOR ADDITIONAL INFORMATION.
3. EXISTING SPACE TO BE USED AS RESULT OF NEW WORK. PROVIDE NEW 20A/1P, 22kAIC RATED BREAKER THAT IS COMPATIBLE WITH EXISTING PANELBOARD MANUFACTURER. REFERENCE SHEET ES600 OVERALL PLAN TO SEE LOCATION OF MECHANICAL UNITS.
3. EXISTING SPACE TO BE USED AS RESULT OF NEW WORK. PROVIDE NEW 2POLE 22kAIC RATED BREAKER THAT IS COMPATIBLE WITH EXISTING PANELBOARD MANUFACTURER. REFERENCE SHEET ES600 OVERALL PLAN TO SEE LOCATION OF OUTLET.

Short-Circuit Calculations

The following calculations are based on the "Point-by Point" method where:

$I_{sc} = I_{sc} \times M$ M= 1/(1+f) $f = \frac{1.732 \times L \times I}{C \times E}$ XFMR: IP(sca)= IP(sca)x Vp x%Z / 100,000xKVA IS(sca)= /p x M x S(sca) /s

Note 1: Available Shot Circuit Information obtained from APS Electric Service Requirements Manual Table 800.2-

Fault Point	Panel Transformer	Source (Fault Point)	Source I (amps)	Conduit Type	Wire/Bus Size	Wire/Bus Type	'C' value	E (volts)	L (length)	X'FMR KVA	X'FMR Z	f	M	Isc
1	SES	Note 1						208						39066
2	ATS	1	39066	M	2 Set(s) of 350 KCML	CU	19703	208	20			0.165	0.86	33530
3	EDB	2	33530	M	2 Set(s) of 350 KCML	CU	19703	208	25			0.177	0.85	28485
4	PANEL N	3	28485	NM	1 Set(s) of 3/0	CU	13923	208	35			1.448	0.41	11636

ELECTRICAL FIXTURE SCHEDULE

EQUIPMENT SCHEDULE KEY
E - DIVISION 26
Q - FURNISHED WITH EQUIPMENT
* - COORDINATE WITH THE DIVISION 23 TEMPERATURE CONTROL INSTALLER
** - AUTOMATIC CONTROL WIRING BY DIVISION 23

NOTES:
1. NEMA 3R
2. TOGGLE SWITCH W/ THERMAL OVERLOAD
3. PROVIDE FUSED DISCONNECT ELEVATOR POWER MODULE WITH SHUNT TRIP
4. CONTRACTOR TO PERFOM FINAL CONNECTION TO LINE VOLTAGE THERMOSTATS
5. TOGGLE SWITCH W/BACNET INTERFACE.
6. INDOOR UNITS FED FROM OUTDOOR UNIT. PROVIDE DISCONNECTS FOR BOTH.
7. PROVIDE SWITCH WITH BACNET MS/TP CAPABILITY.
8. PROVIDE LABEL ON DISCONNECT "DISCONNECT OUTDOOR UNIT PRIOR TO INDOOR."
9. LINE VOLTAGE THERMOSTAT ON WALL.
10. PROVIDE EXPLOSION PROOF DEVICES AND WIRING METHODS.
11. PROVIDE DUAL-REDUNDANT 100% RATED VFD'S FOR AIR HANDLER.
12. PROVIDE MANUAL STARTER WITH THERMAL OVERLOAD AND RELAY FOR ATC/BAS CONTROL.

ITEM NO.	QTY	DECSRIPTION	MOUNTING HEIGHT (AFF)	LOAD DATA				LOAD DATA	WIRE AND CONDUIT SIZE	CONNECTION TYPE		ELECTRICAL REMARKS
				VOLT	PHASE	AMPS	kW	HP		FURN BY	DEVICE	
CM	1	COPY MACHINE	+18"	120	1	9	1.1	-	2#12, 12GR 0.75" CND	E	NEMA 5-20	
TV	1	TELEVISION	+72"	120	1	4	0.5	-	2#12, 12GR 0.75" CND	E	NEMA 5-20	

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11. PROVIDE DUAL-REDUNDANT 100% RATED VFD'S FOR AIR HANDLER.
12. PROVIDE MANUAL STARTER WITH THERMAL OVERLOAD AND RELAY FOR ATC/BAS CONTROL.

GENERAL NOTES:
1. WHERE DISCONNECTS, STARTERS, OR VFCs ARE BEING PROVIDED BY ELECTRICAL CONTRACTOR, LOCATE EQUIPMENT IN ACCESSIBLE LOCATION, SUCH THAT IT IS WITHIN SITE OF THE MECHANICAL EQUIPMENT IT IS SERVING, AND COMPLIES WITH N.E.C. REQUIRED CLEARANCES.

MARK	QTY	ITEM DESCRIPTION	LOAD DATA							WIRE AND CONDUIT SIZE	OVERCURRENT PROTECTION			DISCONNECT			STARTER								NOTES	MARK
			HP	kW	MCA	FLA	VOLT	PH	Hz		FURN BY	DEVICE	LOCATION	FURN BY	DEVICE	LOCATION	FURN BY	DEVICE	SIZES	SELECTOR SWITCH	PILOT LAMP	NORMALLY OPEN CONTACT	NORMALLY CLOSED CONTACT	PHASE FAILURE RELAY		
CU-1	1	CONDENSING UNIT	-	-	27	23.3	208	1	60	2 #8, 10 GR 0.75" CND	E	35/2 CB	N	E	30A/2P FRN-30	ADJ TO EQUIP	-	-	-	-	-	-	-	-	1	CU-1
IU-1	1	INDOOR UNIT	-	-	3.4	2.8	208	1	60	2 #12, 12GR 0.75" CND	E	15/2 CB	N	E	30A/2P FRN-15	ADJ TO EQUIP	-	-	-	-	-	-	-	-		IU-1

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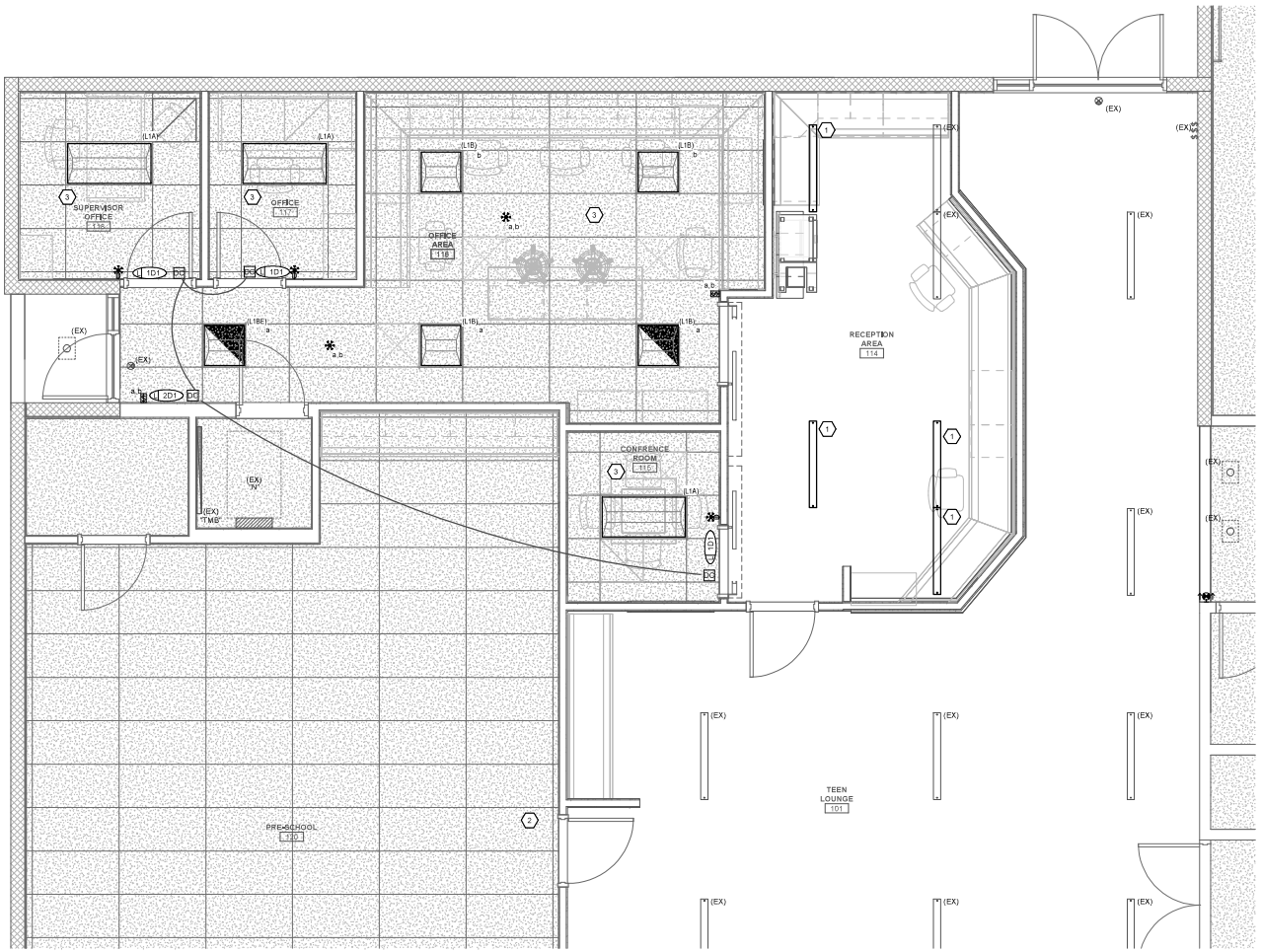
APPROVED BY: ROC

SHEET TITLE:
ELECTRICAL SCHEDULES

SHEET NUMBER:
EP602

CONSTRUCTION DOCUMENTATION



NORTH

1 LIGHTING PLAN - ADMIN OFFICE

3/8" = 1'-0"

0 1'-4" 2'-8" 5'-4" 10'-8"

GENERAL SHEET NOTES

1. ALLOW A MINIMUM OF 4" CLEARANCE ABOVE ALL CEILING MOUNTED RECESSED LIGHT FIXTURES. COORDINATE LOCATIONS AND LIGHT FIXTURE DEPTHS WITH ALL OTHER TRADES PRIOR TO ROUGH-IN.
2. COORDINATE LOCATIONS AND MOUNTING HEIGHTS OF ALL LIGHT FIXTURES WITH MECHANICAL EQUIPMENT, DUCT, PIPE, PLUMBING, ETC. IN SPACES WITH OPEN CEILINGS PRIOR TO ROUGH-IN.
3. REFER TO LIGHTING/SPACE CONTROL TYPE SCHEDULES FOR WIRING DIAGRAMS OF EACH SPACE.
4. DIGITAL LIGHTING CONTROL DIMMING/ROOM CONTROLLERS SHALL BE LOCATED ON THE WALL ABOVE THE DOOR FOR THE SPACE THEY SERVE WHERE POSSIBLE AND NEAR THE DOOR WHERE THIS IS NOT POSSIBLE. FOR LARGE COMMON SPACES OR EXTERIOR LIGHTING, THEY SHALL BE CENTRALLY LOCATED WITH THE ELECTRICAL ROOM.
5. UNLESS OTHERWISE NOTED, ALL EMERGENCY FIXTURES SHALL BE NIGHT LIGHT AND REMIAN UNSWITCHED UNLESS NOTED OTHERWISE.
6. COORDINATE FIRE RATED CONSTRUCTION AND PENETRATIONS WITH ARCHITECTURAL DRAWINGS AND DETAILS.
7. ALL DEVICES/FIXTURES/EQUIPMENT MARK "(EX)" ARE EXISTING TO REMAIN AND SHOULD BE PROTECTED DURING ALL PHASES OF CONSTRUCTION.

SHEET KEYNOTES

1. RELOCATE PENDANT LUMINARIES. EXTEND CONDUIT AND CONDUCTOR AS REQUIRED. TIE TO EXISTING LIGHTING BRANCH CIRCUIT SERVING AREA.
2. CONFIRM WHETHER EXISTING 2'X4' LUMINAIRE BY CLASSROOM DOOR HAS INTEGRAL BATTERY BACK-UP. IF LUMINAIRE DOES HAVE BATTERY BACK-UP, RELOCATE TO BE ABOVE NEW DOOR LOCATION AND EXTEND WIRING AS REQUIRED.
3. CONNECT NEW LUMINARIES TO EXISTING LIGHTING CIRCUIT SERVING AREA. FLUORESCENT LUMINARIES ARE REPLACED WITH LED SOURCE LUMINARIES. NET LOAD REDUCTION ON CIRCUIT.

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LIGHTING PLAN - ADMIN OFFICE

SHEET NUMBER:
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CONSTRUCTION DOCUMENTATION

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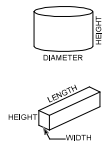
Dr. Saide Recreation Center Reconfiguration
Contract No. 2023085, DO #1
Wilmeng Construction, Inc.

370

INTERIOR LUMINAIRE SCHEDULE

GENERAL NOTES



1. SUBSTITUTIONS AND/OR EQUAL FIXTURES MUST RECEIVE APPROVAL PRIOR TO BIDDING, THEY MUST BE SUBMITTED TO THE ENGINEER NO LESS THAN 2 WEEKS PRIOR TO BID OPENING.
2. SAMPLES MUST BE PROVIDED FOR ANY AND ALL FIXTURES UPON A/E REQUEST PRIOR TO RELEASING FIXTURES.
3. ALL FIXTURES SHALL BE LISTED AND APPROVED FOR THEIR INTENDED USE AND LOCATION.
4. VERIFY THE PROPER MOUNTING KITS OR ACCESSORIES TO FACILITATE INSTALLATION AS SHOWN AT EACH LOCATION ON THE DRAWINGS.
5. COMPLY WITH THE "INTERIOR LIGHTING" SECTION OF THE SPECIFICATIONS.
6. ALL LIGHT FIXTURES TO BE EITHER "DLC" OR "LIGHTING FACTS" LISTED OR TO BE APPROVED BY ARCHITECT/ENGINEER AND OWNER.
7. CONTRACTOR ALLOWANCE PRICES ARE ACCURATE WHEN THIS JOB WAS SPECIFIED. CONTRACTOR AND ELECTRICAL DISTRIBUTOR SHALL VERIFY THIS ALLOWANCE AND REPORT ANY PROBLEMS TO THE ENGINEER BEFORE THE BID. ALLOWANCE PRICE MAY OR MAY NOT INCLUDE LAMP(S) OR FREIGHT AS NOTED, AND DO NOT INCLUDE ANY TAXES.

ID	DESCRIPTION	SIZE (NOMINAL)	LUMINAIRE				DRIVER			MANUFACTURER (CATALOG SERIES)
			DELIVERED DIRECT LUMENS	DELIVERED INDIRECT LUMENS	COLOR TEMP	CRI	TYPE	VOLTAGE	WATTS	
(L1A)	DESCRIPTION: RECESSED TROFFER, 2X4 VOLUMETRIC, SQUARE BASKET MOUNTING: CEILING, GRID, RECESSED FINISH: SCBA OPTICS: OPTIONS: EM:	LENGTH: 48" WIDTH: 24" DEPTH: 6"	4,000		4000K	80	0-10V LED DRIVER	120/277V	41	LITHONIA (2BLT4-40L-SDP-GZ10-LP840) APPROVED MANUFACTURER EQUAL
(L1B)	DESCRIPTION: RECESSED TROFFER, 2X2 VOLUMETRIC, SQUARE BASKET MOUNTING: CEILING, GRID, RECESSED FINISH: SCBA OPTICS: OPTIONS: EM: EMERGENCY BATTERY PACK	LENGTH: 24" WIDTH: 24" DEPTH: 6"	4,000		4000K	80	0-10V LED DRIVER	120/277V	41	LITHONIA (2BLT2-40L-SDP-GZ10-LP840) APPROVED MANUFACTURER EQUAL
(L1BE)	DESCRIPTION: RECESSED TROFFER, 2X2 VOLUMETRIC, SQUARE BASKET MOUNTING: CEILING, GRID, RECESSED FINISH: SCBA OPTICS: OPTIONS: EM: EMERGENCY BATTERY PACK 1400 LUMEN	LENGTH: 24" WIDTH: 24" DEPTH: 6"	4,000		4000K	80	0-10V LED DRIVER	120/277V	41	LITHONIA (2BLT2-40L-SDP-GZ10-LP840-EL14L) APPROVED MANUFACTURER EQUAL

LIGHTING/SPACE CONTROL TYPE SCHEDULE

WIRING LEGEND

- LINE VOLTAGE WIRING
- 0-10V WIRING
- CATSE CABLING
- WIRING BY OTHERS
- TMP SEGMENT NETWORK CABLING

APPROVED MANUFACTURERS

1. WATTSTOPPER (BASIS OF DESIGN)
2. NLIGHT
3. HUBBELL BUILDING AUTOMATION
4. GREENGATE

LIGHTING CONTROL ID

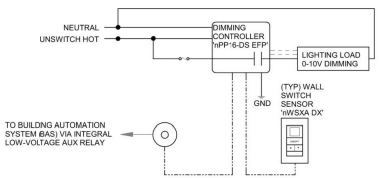
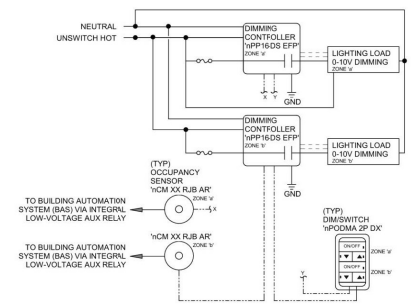
1. # = NUMBER OF ZONES
2. D = DIMMING, S = SWITCHING
3. P = DAYLIGHT PHOTOCELL
4. L = PLUG LOAD CONTROLLER
5. # = INSTANCE

GENERAL NOTES

1. COORDINATE INITIAL PROGRAMMING WITH OWNER AND MODIFY CONTROL TIMES AND OPERATION AS REQUESTED BY OWNER.
2. PROVIDE FINE TUNING PROGRAMMING AND ADJUSTMENTS UPON REQUEST BY OWNER WITHIN FIRST 6 MONTHS AFTER SUBSTANTIAL COMPLETION.
3. PROVIDE CUSTOMIZED ENGRAVED PERMANENT BUTTON LABELS ON EACH SWITCH, LABEL TO MATCH BUTTON LABEL ID OR AS DIRECTED BY OWNER.
4. PART NUMBERS SHOWN ARE BASED ON NLIGHT AS THE BASIS OF DESIGN. ALL APPROVED MANUFACTURERS ARE SUBJECT TO MEETING ALL FUNCTIONS AND CAPABILITIES OF THE BASIS OF DESIGN SYSTEM AND PRODUCTS. FAILURE TO MEET THESE SHALL REQUIRE THE CONTRACTOR TO PROVIDE A SYSTEM THAT DOES AT NOT ADDITIONAL COST.
5. REFER TO PLANS FOR LOCATIONS AND QUANTITIES OF DEVICES.

GENERAL NOTES

6. INSTALL ONE OF EACH CONTROL TYPE WITH PROGRAMMING, ADJUST, AND OBTAIN OWNERS APPROVAL PRIOR TO PROGRAMMING THE REMAINING CONTROLS.
7. WIRING MAY VARY BETWEEN MANUFACTURERS, CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE REQUIRED WIRING THAT WILL BOTH MEET THE MANUFACTURERS REQUIREMENTS AND MATCH WITH THE SHOWN SYSTEM.
8. PROVIDE COMPLETE SHOP DRAWING SUBMITTALS INCLUDING OCCUPANCY SENSOR LAYOUT AND COVERAGE PATTERNS. PROVIDE ADDITIONAL SENSORS AS REQUIRED FOR 100% COVERAGE OF SPACES WITH OCCUPANCY SENSOR CONTROL.
9. ENGAGE THIRD-PARTY COMMISSIONING AGENT TO COMMISION ALL LIGHTING CONTROLS PER IECC. PROVIDE ENGINEER AND OWNER WITH REPORT OUTLINING COMMISSIONING RESULTS.

ID	DETAIL	LIGHTS ON CONTROL	LIGHTS OFF CONTROL	LIGHTING CONTROL TYPE	DAYLIGHT SENSOR SETTING (FC)	TIME DELAY TO OFF (MIN.)	BAS AUX RELAY SIGNAL	PLUG LOAD CONTROLLER	NETWORKED CONTROLS	BUTTON_1	BUTTON_2	BUTTON_3	BUTTON_4	BUTTON_5	BUTTON_6	BUTTON_7	BUTTON_8	BUTTON_9	NOTES
1D1		MANUAL & OCCUPANCY	MANUAL OR OCCUPANCY	DIMMING 0-10V	-	15	RELAY CLOSED ON OCCUPANCY	-	-	FUNCTION: PRESS TO CONTROL ZONE "a" ON/OFF	FUNCTION: HOLD TO RAISE ZONE "a"	FUNCTION: HOLD TO LOWER ZONE "a"	-	-	-	-	-	-	
2D1		MANUAL & OCCUPANCY	MANUAL OR OCCUPANCY	DIMMING 0-10V	-	15	RELAY CLOSED ON OCCUPANCY	-	-	FUNCTION: PRESS TO CONTROL ZONE "a" ON/OFF	FUNCTION: HOLD TO RAISE ZONE "a"	FUNCTION: HOLD TO LOWER ZONE "a"	FUNCTION: PRESS TO CONTROL ZONE "b" ON/OFF	FUNCTION: HOLD TO RAISE ZONE "b"	FUNCTION: HOLD TO LOWER ZONE "b"	-	-	-	

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Registered Professional Engineer
Expires 3/31/2026

2nd Submittal
BLDCIP-24-0022

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BUCKEYE DR. SAIDE RECREATIONAL CENTER
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BUCKEYE, AZ 85326

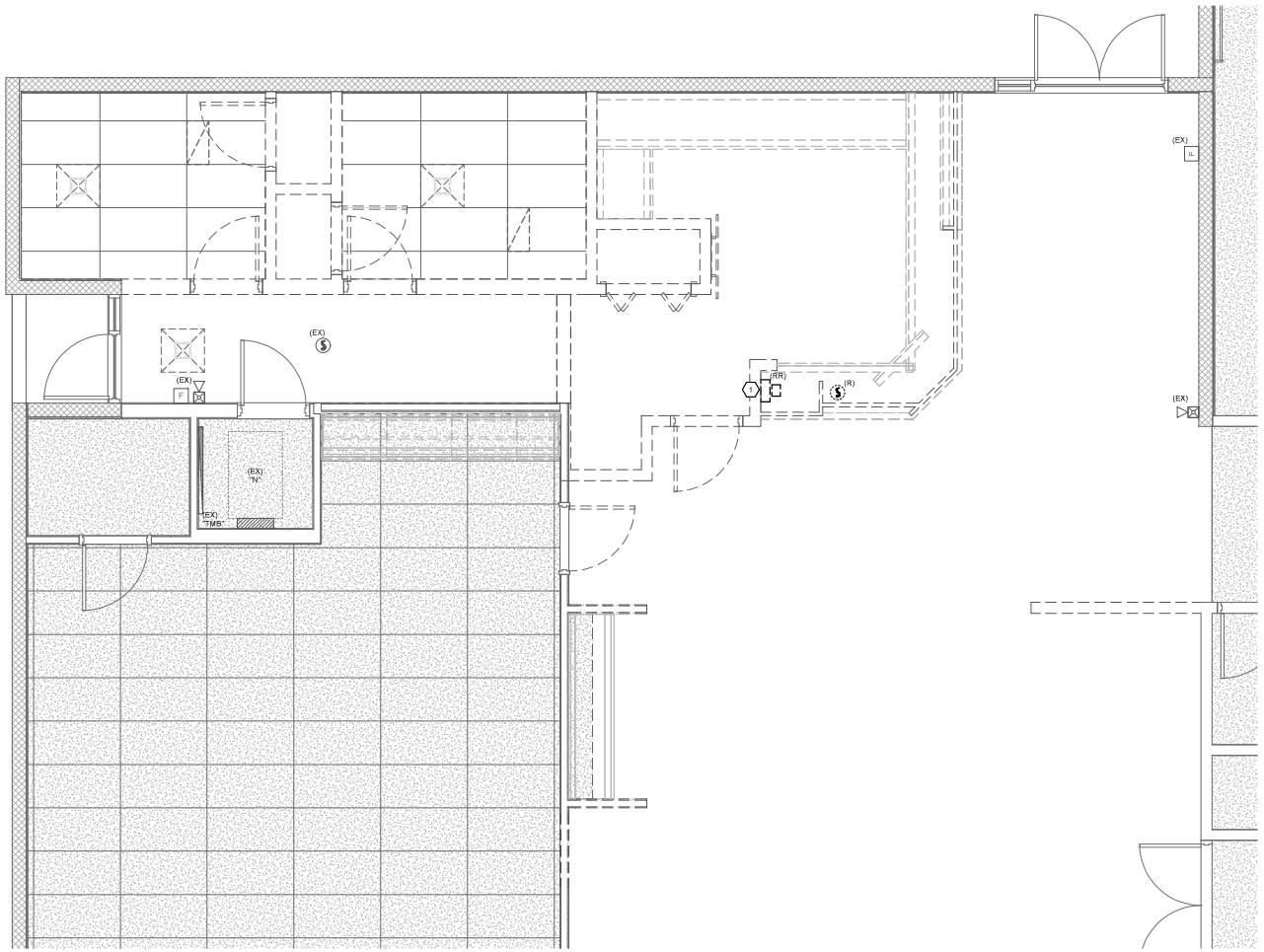
NO.	REVISION	DATE

PROJECT NO.: 2023.078
DATE: 06/12/2024
DESIGNED BY: ROC
DRAWN BY: HAN
APPROVED BY: ROC

SHEET TITLE:
LIGHTING SCHEDULES

SHEET NUMBER:
EL601

CONSTRUCTION DOCUMENTATION



NORTH

1 FIRE ALARM -DEMO - ADMIN OFFICE
3/8" = 1'-0"

0 1'-4" 2'-8" 5'-4" 10'-8"

GENERAL SHEET NOTES

1. FIRE ALARM DEVICES AND LAYOUT SHOWN ARE ENGINEER'S CONCEPT. CONTRACTOR SHALL PROVIDE FULL FIRE ALARM DRAWING SUBMITTAL.
2. CONTRACTOR SHALL PROVIDE FULLY ENGINEERED FIRE ALARM SYSTEM DRAWINGS AS A DEFERRED SUBMITTAL. SYSTEM AND DESIGN SHALL BENPERFORMED BY ORIGINAL MANUFACTURER'S FACTORY AUTHORIZED REPRESENTATIVE.
3. PROVIDE FIRE ALARM TESTING PER NFPA 72.
4. CONTRACTOR SHALL COORDINATE ELECTRICAL NEEDS WITH APPROVED SUBMITTALS FOR ALL MECHANICAL EQUIPMENT, BUILDING EQUIPMENT, AND OWNER SUPPLIED EQUIPMENT PRIOR TO ROUGH-IN AND RELEASE OF ASSOCIATED ELECTRICAL EQUIPMENT.
5. MATERIALS AND INSTALLATION SHALL COMPLY WITH THE NEC AND ALL APPLICABLE CODES.
6. ALL DEVICES TO BE FLUSED WITH WALL. FOR ANY SURFACE MOUNT DEVICES ASSSURE DEVICES FINISH MATCHES THAT OF WALL, FOR CONDUIT, PROVIDE SURACE MOUNT RACEWAY INSTEAD, RACEWAY FINISH TO MATCH THAT OF WALL AND DEVICES.
7. COORDINATE DEMOLITION WORK WITH NEW PLANS.
8. PROVIDE A MAXIMUM OF 3 CIRCUITS PER CONDUIT.

SHEET KEYNOTES

1. REMOVE FIRE DETECTION AND ALARM PANEL AND CABINET AND STORE FOR REINSTALL AT NEW LOCATION. REFERENCE NEW FIRE ALARM PLAN FOR NEW LOCATION.

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NO.	REVISION	DATE

PROJECT NO.: 2023.078
DATE: 06/12/2024
DESIGNED BY: ROC
DRAWN BY: HAN
APPROVED BY: ROC

SHEET TITLE:
FIRE PLAN - DEMO - ADMIN OFFICE

SHEET NUMBER:
FA101

CONSTRUCTION DOCUMENTATION

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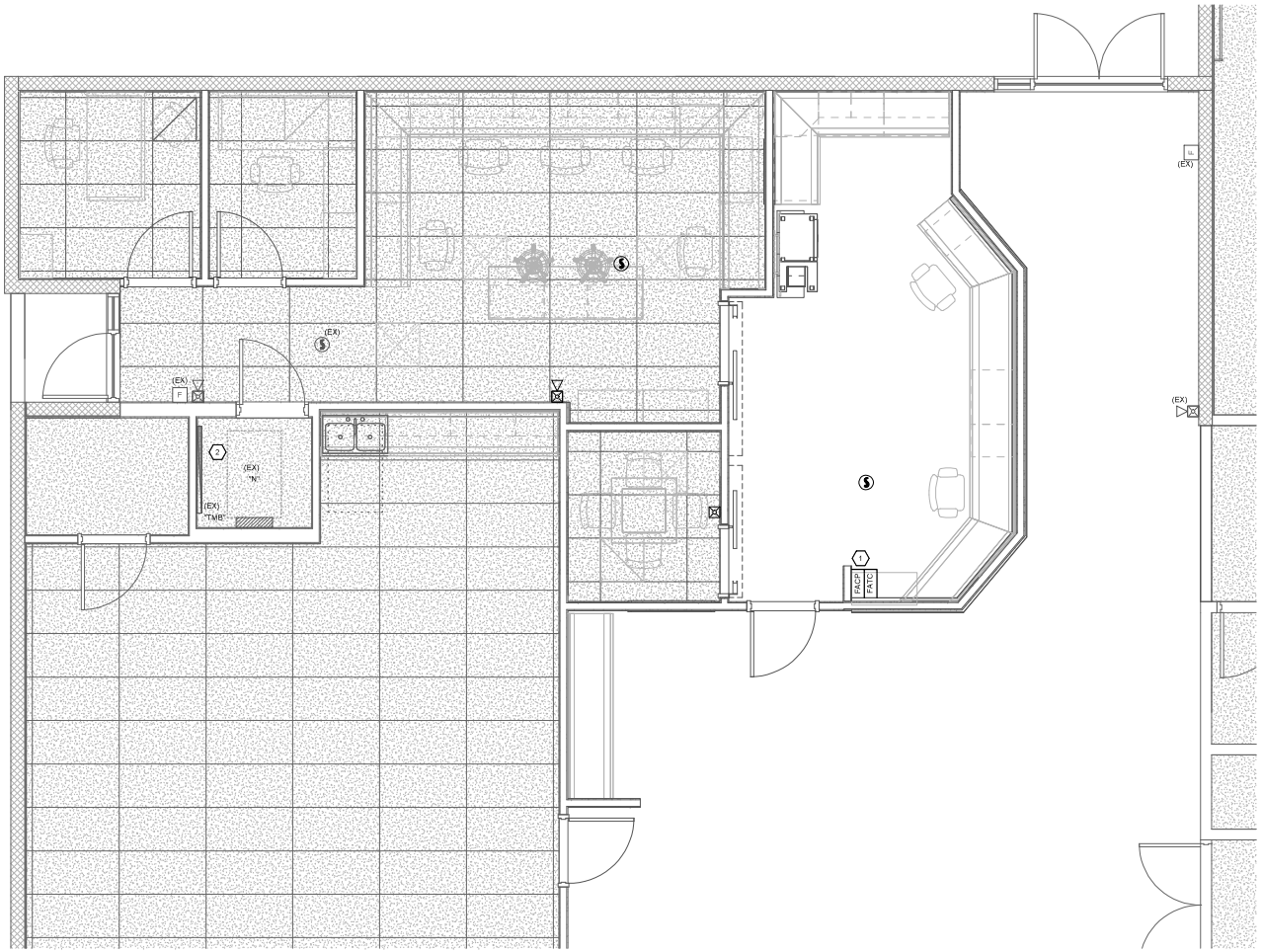

NORTH

1 FIRE ALARM PLAN - ADMIN OFFICE
3/8" = 1'-0"

0 1'-4" 2'-8" 5'-4" 10'-8"

GENERAL SHEET NOTES

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2. CONTRACTOR SHALL PROVIDE FULLY ENGINEERED FIRE ALARM SYSTEM DRAWINGS AS A DEFERRED SUBMITTAL. SYSTEM AND DESIGN SHALL BENPERFORMED BY ORIGINAL MANUFACTURER'S FACTORY AUTHORIZED REPRESENTATIVE.
3. PROVIDE FIRE ALARM TESTING PER NFPA 72.
4. CONTRACTOR SHALL COORDINATE ELECTRICAL NEEDS WITH APPROVED SUBMITTALS FOR ALL MECHANICAL EQUIPMENT, BUILDING EQUIPMENT, AND OWNER SUPPLIED EQUIPMENT PRIOR TO ROUGH-IN AND RELEASE OF ASSOCIATED ELECTRICAL EQUIPMENT.
5. MATERIALS AND INSTALLATION SHALL COMPLY WITH THE NEC AND ALL APPLICABLE CODES.
6. ALL DEVICES TO BE FLUSED WITH WALL. FOR ANY SURFACE MOUNT DEVICES ASSSURE DEVICES FINISH MATCHES THAT OF WALL, FOR CONDUIT, PROVIDE SURACE MOUNT RACEWAY INSTEAD, RACEWAY FINISH TO MATCH THAT OF WALL AND DEVICES.
7. COORDINATE DEMOLITION WORK WITH NEW PLANS.
8. PROVIDE A MAXIMUM OF 3 CIRCUITS PER CONDUIT.

SHEET KEYNOTES

1. ADD DRY-C CONTACTS TO FACP WITH RACEWAY TO ACCESS CONTROL PANEL.
2. ACCESS CONTROL PANEL IN IT ROOM. CONFIRM EXACT LOCATION WITH OWNER.

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DESIGNED BY: ROC
DRAWN BY: HAN
APPROVED BY: ROC

SHEET TITLE:
FIRE PLAN - ADMIN OFFICE

SHEET NUMBER:
FA102

CONSTRUCTION DOCUMENTATION

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SECTION 08 14 16

FLUSH WOOD DOORS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:
1. Solid-core five-ply flush wood veneer-faced doors and transom panels for transparent finish.
2. Light frames and louvers.

1.02 ACTION SUBMITTALS

A. Product Data Submittals: For each product, including the following:
1. Door core materials and construction.
2. Door edge construction
3. Door face type and characteristics.
4. Door trim for openings.
5. Factory-machining criteria.
6. Factory-finishing specifications.

B. Shop Drawings: Indicate location, size, and hand of each door; elevation of each type of door; construction details not covered in Product Data; and the following:
1. Door schedule indicating door location, type, size, fire protection rating, and swing.
2. Door elevations, dimension and locations of hardware, lite and louver cutouts, and glazing thicknesses.
3. Details of frame for each frame type, including dimensions and profile.
4. Details of electrical raceway and preparation for electrified hardware, access control systems, and security systems.
5. Dimensions and locations of blocking for hardware attachment.
6. Dimensions and locations of mortises and holes for hardware.
7. Clearances and undercuts.
8. Requirements for veneer matching.
9. Doors to be factory finished and application requirements.

C. Samples for Initial Selection: For factory-finished doors.

D. Samples for Verification:
1. Factory finishes applied to actual door face materials, approximately 8 by 10 inches, for each material and finish. For each wood species and transparent finish, provide set of three Samples showing typical range of color and grain to be expected in finished Work.
2. Frames for light openings, 6 inches long, for each material, type, and finish required.

1.03 INFORMATIONAL SUBMITTALS

A. Sample Warranty: For special warranty.

1.04 CLOSEOUT SUBMITTALS

A. Special warranties.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Comply with requirements of referenced standard and manufacturer's written instructions.

B. Package doors individually in plastic bags or cardboard cartons.

C. Mark each door on bottom rail with opening number used on Shop Drawings.

1.06 FIELD CONDITIONS

A. Environmental Limitations: Do not deliver or install doors until spaces are enclosed and weathertight, wet-work in spaces is complete and dry, and HVAC system is operating and maintaining temperature and relative humidity at levels designed for building occupants for the remainder of construction period.

1.07 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period.
   1. Failures include, but are not limited to, the following:
      a. Delamination of veneer.
      b. Warping (bow, cup, or twist) more than 1/4 inch in a 42-by-84-inch section.
      c. Telegraphing of core construction in face veneers exceeding 0.01 inch in a 3-inch span.
   2. Warranty also includes installation and finishing that may be required due to repair or replacement of defective doors.
   3. Warranty Period for Solid-Core Interior Doors: Life of installation.

PART 2 - PRODUCTS

2.01 FLUSH WOOD DOORS AND FRAMES, GENERAL

A. Quality Standard: In addition to requirements specified, comply with ANSI/WDMA I.S. 1A.
   1. The Contract Documents contain requirements that are more stringent than the referenced quality standard. Comply with the Contract Documents in addition to those of the referenced quality standard.

2.02 SOLID-CORE FIVE-PLY FLUSH WOOD VENEER-FACED DOORS FOR TRANSPARENT FINISH

A. Interior Doors, Solid-Core Five-Ply Veneer-Faced:
   1. Manufacturer: Subject to compliance with requirements, provide products from one of the following:
      a. Masonite Architectural.
      b. Oshkosh Door Co.
      c. Vancouver Door Co.
      d. VT Industries.
   2. Performance Grade: ANSI/WDMA I.S. 1A Heavy Duty.
   3. ANSI/WDMA I.S. 1A Quality Grade: Premium.
   4. Faces: Single-ply wood veneer not less than 1/50 inch thick.
      a. Species: Select white birch.
      b. Cut: Quarter sliced.
      c. Match between Veneer Leaves: Slip match.
      d. Assembly of Veneer Leaves on Door Faces: Center-balance match.
      e. Pair and Set Match: Provide for doors hung in same opening or separated only by mullions.
      f. Room Match: Provide door faces of compatible color and grain within each separate room or area of building.
   5. Exposed Vertical and Top Edges: Same species as faces or a compatible species - Architectural Woodwork Standards edge Type A.
   6. Core for Non-Fire-Rated Doors: ANSI A208.1, Grade LD-2 particleboard.
   7. Construction: Five plies, hot-pressed bonded (vertical and horizontal edging is bonded to core), with entire unit abrasive planed before veneering.

2.03 LIGHT FRAMES

A. Wood Beads for Light Openings in Wood Doors: Provide manufacturer's standard wood beads unless otherwise indicated.
   1. Wood Species: Same species as door faces.
   2. Profile: Flush rectangular beads.

2.04 FABRICATION

A. Factory fit doors to suit frame-opening sizes indicated.
   1. Comply with clearance requirements of referenced quality standard for fitting unless otherwise indicated.

B. Factory machine doors for hardware that is not surface applied.
   1. Locate hardware to comply with DHI-WDHS-3.
   2. Comply with final hardware schedules, door frame Shop Drawings, ANSI/BHMA-156.115-W, and hardware templates.
   3. Coordinate with hardware mortises in metal frames, to verify dimensions and alignment before factory machining.
   4. For doors scheduled to receive electrified locksets, provide factory-installed raceway and wiring to accommodate specified hardware.

C. Openings: Factory cut and trim openings through doors.
   1. Light Openings: Trim openings with moldings of material and profile indicated.
   2. Glazing: Factory install glazing in doors indicated to be factory finished. Comply with applicable requirements in Section 08 80 00 "Glazing."

2.05 FACTORY FINISHING

A. Comply with referenced quality standard for factory finishing.
   1. Complete fabrication, including fitting doors for openings and machining for hardware that is not surface applied, before finishing.
   2. Finish faces, all four edges, edges of cutouts, and mortises.
   3. Stains and fillers may be omitted on top and bottom edges, edges of cutouts, and mortises.

B. Factory finish doors.

C. Transparent Finish:
   1. ANSI/WDMA I.S. 1A Grade: Premium.
      a. TR-4 Conversion Varnish.
   2. Staining: As selected by Architect from manufacturer's full range.
   3. Sheen: Satin.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine doors and installed door frames, with Installer present, before hanging doors.
   1. Verify that installed frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with level heads and plumb jambs.
   2. Reject doors with defects.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

A. Hardware: For installation, see Section 08 71 00 "Door Hardware."

B. Install doors to comply with manufacturer's written instructions and referenced quality standard, and as indicated.

C. Factory-Fitted Doors: Align in frames for uniform clearance at each edge.

D. Factory-Finished Doors: Restore finish before installation if fitting or machining is required at Project site.

3.03 ADJUSTING

A. Operation: Rehang or replace doors that do not swing or operate freely.

B. Finished Doors: Replace doors that are damaged or that do not comply with requirements. Doors may be repaired or refinished if Work complies with requirements and shows no evidence of repair or refinishing.

END OF SECTION

SCX SERIES

Commercial Lighting

SCX-4FT-40W-MCT4-D-LUV

WESTGATE
THE FUTURE IS HERE...AND IT'S QUITE BRIGHT!



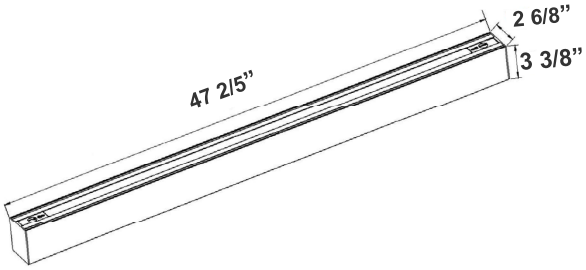
Customer Name:

Project Name:

Note: | Type:

MCT4

Custom: Selection:



47 2/5"(L) x 2 6/8"(W) x 3 3/8"(H)

The SCX series offers the best and the most comprehensive selection for linear lighting. The various available lengths and widths allow the creation of the desired shape to elevate the areas aesthetics to a unique and modern look while providing an impressive illumination for the occupants. Ideal for, retail locations, offices, lobbies, conference rooms, reception areas, hallways, educational facilities, hotels, and restaurants. FEATURES: Superior Architectural Look Energy-efficient: Low Wattage Consumption & High Lumen Output Easier Wire Management & Install Variety of Mounting Options Multi Color Temperature (Selectable Switch Inside Fixture) Variety Of Factory Customizations Available

Features

- LED Superior Architectural Lights
- Seamless Linkable Linear Lighting System
- Polished Aluminum Louver Lens-Direct (DOWN) Lighting
- Lens Type: Polished Aluminum Louver Lens
- MCT: Multi Color Temperature (Selectable with Switch Inside Fixture)
- Optional Recessed & Wall Mounting Kits Available

Technical Specifications

Electrical:

- Voltage: 120-277VAC 50/60Hz
- Wattage: 40W
- Power Factor: >0.95
- Total Harmonic Distortion: ≤ 20 %

Mechanical:

- Low Profile Modern Design
- Aluminum Housing With Matte White Finish
- Custom Colors Available
- Lens Snaps into Housing
- Lens Type: Polished Aluminum Louver Lens
- Mounting Options: Surface, Suspended, Wall, Recessed
- IP Rating: IP54
- Operating Temperature: -13°F~104°F

Lighting:

- Dimmable: 0~10V Dimming
- Total Lumens: 4375M/ 4612LM/ 4693LM/ 4710LM
- Color Temperatures: 3000K/3500K/4000K/5000K
- Multi-CCT(Selectable Switch Inside Fixture)
- Color Rendering Index: CRI ≥ 80
- Up Light Option Available
- 50,000 Hours Rated Life
- 5-Year Warranty
- Beam Angle: 104.8°(H) x 100.5°(V)

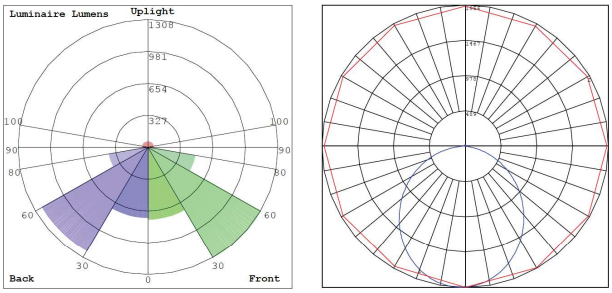
Applications:

- Ideal for offices, hotels, corridors, saloons, libraries, meeting rooms, conference halls, and the best solution for modern lighting solutions
- It can be used in any indoor applications

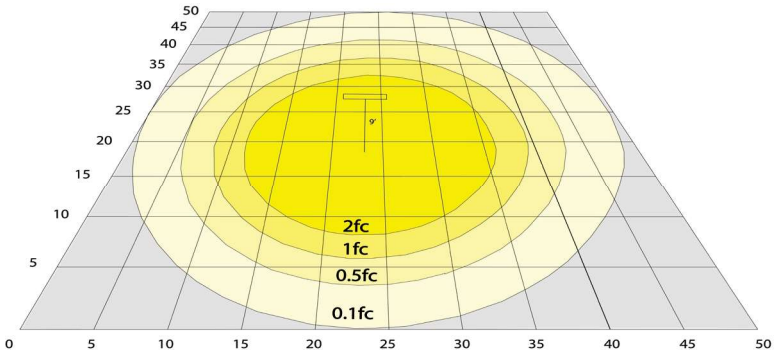
Other Models:

• 20W | 2390LM | SCX-2FT-20W-MCT4-D-LUV • 30W | 3551LM | SCX-3FT-30W-MCT4-D-LUV • 60W | 7102LM | SCX-6FT-60W-MCT4-D-LUV • 80W | 9420LM | SCX-8FT-80W-MCT4-D-LUV

Photometrics: SCX-4FT-MCT4-D-LUV



BUD Rating: B2-U3-G1



Area 50'x 50' Mounting Height: 9'

Other Views:



Front View | Side View | Back View

Performance Table: SCX-4FT-MCT4-D-LUV

MODEL NO.	Wattage	Voltage	Lumens	Color Temp.	BUG Rating	LPW
SCX-4FT-40W-MCT4-D-LUV	40W	120~277V	4375LM 4612LM 4693LM 4710LM	3000K 3500K 4000K 5000K	B2-U3-G1	109 115 117 118

Sample Ordering

Model	Size	Wattage	Color Temp.	Feature	Lens
SCX	4FT	40W	MCT4	D	LUV

Accessories:

Blank = No Option For Accessories
SCL-CS1-6FT = ADJ. 6FT 1/16in SINGLE SUSPENSION CANOPY SET WITH KEYHOLE END CONNECTOR, NON-POWER SIDE
SCL-CS1P-6FT = ADJ. 6FT 1/16in SINGLE SUSPENSION CANOPY SET WITH KEYHOLE END CONNECTOR, POWER SIDE WITH SJTW18/5 WHITE CORD
SCL-CS1P-6FT-NC = ADJ. 6FT 1/16in SINGLE SUSPENSION CANOPY SET WITH KEYHOLE END CONNECTOR
SCL-GS10 = ADJ. 10FT 1/16IN DOUBLE SUSPENSION CABLE WITH SINGLE KEYHOLE CONN., LOOP GRIPPER ON TOP
SCL-GS20 = ADJ. 20FT 1/16IN DOUBLE SUSPENSION CABLE WITH SINGLE KEYHOLE CONN., LOOP GRIPPER ON TOP
SCL-6FT-SJTW18/5 = 6ft White Cord, SJTW 18 AWG 5-Conductor (Black, White, Green + Purple & Gray for 0-10V Dimming)
SCL-6FT-SJTW18/5-100FT = 100ft Roll of White Cord, SJTW 18 AWG 5-Conductor (Black, White, Green + Purple & Gray for 0-10V Dimming)
SCL-6FT-SJTW18/5-100FT-BK = 100ft Roll of Black Cord, SJTW 18 AWG 5-Conductor (Black, White, Green + Purple & Gray for 0-10V Dimming)
SCL-6FT-SJTW18/6-100FT = 100ft Roll of Black Cord, SJTW 18 AWG 6-Conductor (Black, White, Green + Purple & Gray for 0-10V Dimming + Red for Backup Invertor)
SCL-AH = Heavy-Duty Auxiliary Hook for Up To 1/16" Aircraft Cable
SCL-ASC-500FT = 1/16" 500 ft. Steel Aircraft Cable Suspension

* More Mounting Options Refer to page 4

Factory-Installed Options:

Blank = No Option For Accessories
OPT-HBC-125BS-WH = 10FT, 15A, 125V, 18/3 STR, WHT

* More Factory-Installed Options Refer to page 4

SUSPENDED MOUNTING ACCESSORIES (NOT INCLUDED)



SCL-CS1-6FT | SCL-CS1P-6FT | SCL-CS1P-6FT-NC | SCL-GS10 | SCL-GS20



SCL-6FT-SJTW18/5-100FT
SCL-6FT-SJTW18/6-100FT
SCL-6FT-SJTW18/5-100FT-BK
SCL-ASC-500FT



SCL-AH | SCL-ASC-500FT | SCL-6FT-SJTW18/5

FACTORY-INSTALLED OPTIONS:



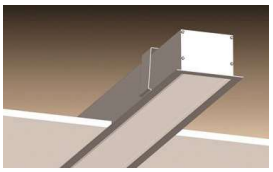
OPT-HBC-125BS-WH

Example:

1. SCX-4FT-40W-MCT4-D-LUV (For SCX 40W MCT4 fixture 120-277V)
2. SCX-4FT-40W-MCT4-D-LUV (For SCX 40W MCT4 fixture 120-277V)
   OPT-HBC-125BS-WH (10FT, 15A, 125V, 18/3 STR, WHT)

MOUNTING AND MODULES OPTIONS:





Recessed Mounted
(Flanged)



Surface Mounted



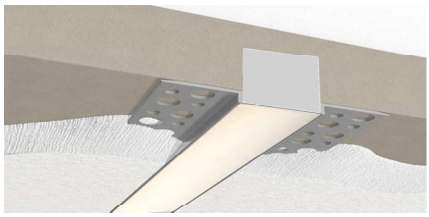
Wall Mounted



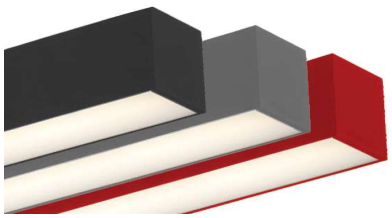
Suspended



T-Bar Installation



Flangless Recessed Mounted
(Mud-In)



Color of Your Choice

LIGHTS SCX FLEXIBLE LENS ROLL 25FT OR 100FT

Model	SIZE	DESCRIPTION	
SCX-FLEXLENS-25FT	25FT	Flex lenses can be cut to different lengths, enabling precise customization according to the installation area. This allows for a seamless fit, reducing gaps or visible transitions between different sections of the SCX lights	
SCX-FLEXLENS-100FT	100FT		

MOUNTING OPTIONS:

FLANGLESS RECESSED INSTALLATION IN WOOD CEILING

No additional accessories required.
Make recessed preparations by installing a horizontal plank of wood on top of the wood ceiling at a recessed height of 3 3/8”.
Screw and anchor kit provided with each fixture can be used to fasten the top of the fixture to the wood plank through the holes on top of the fixture.
You can also install vertical wood boards on top of the ceiling at the edge of the opening and open the fixture and put screws through the side of the fixture housing to fasten it to the wood boards.



SUSPENSION ROD KITS (SET OF 2)

Model	SIZE
SCL-RS-12	12 IN
SCL-RS-18	18 IN
SCL-RS-24	24 IN
SCL-RS-36	36 IN
SCL-RS-48	48 IN



WALL MOUNTING

Model	DESCRIPTION
OPT-SCX-WM-4FT	Install this optional wall mounting brackets on the back of the fixture. Connection cables will enter the fixture through one of these wall-mounting brackets. On your purchase order, please specify the position of where your wire entry from the wall.





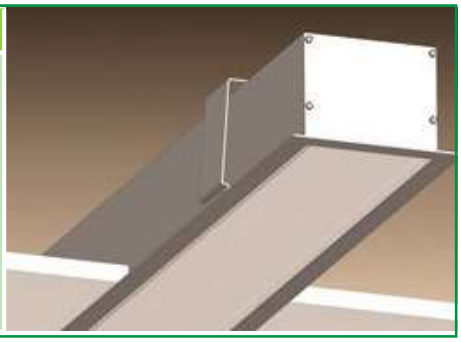
WALL MOUNTING

Model	DESCRIPTION
OPT-SCX-WMA-4FT	Add this option to the fixture, and wall mounting arms with a wall canopy will be installed on the back of the fixture. The length of each arm is 5”. Connection cables will enter the fixture through one of the arms. On your purchase order, specify the position of your wire entry from the wall, and the arm will be installed on the back accordingly.



RECESSED MOUNT WITH FLANGE

Model	DESCRIPTION
OPT-SCX-FMR-4FT	Order this option and the fixture will be equipped with a 1/2” wide flange on four sides. Advanced design toggle-style brackets will also be provided, to adjust and hold the fixture against drywall or other hard ceilings from the top. When linking to another fixture or corner module, call us or send a copy of your plan along with your PO, and flanges will be removed on those ends that need to make a seamless connection.

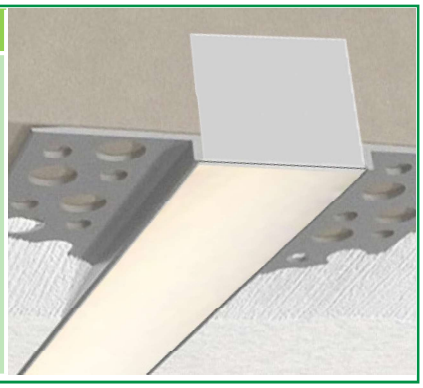


LINKING

Model	DESCRIPTION
OPT-SCX-LINKWIRING	Fixtures are equipped with pre-installed linking brackets and accessories and only need to be wired together. to receive a fixture prewired for linking, order the option below for each link to another fixture or a corner module.

FLANGELESS RECESS MOUNT IN DRYWALL (MUD-IN)

Model	DESCRIPTION
OPT-SCX-MIF-4FT	Order this option and the fixture will be equipped with mud-in brackets on all four sides, mounted at 1/16" from the lens surface (specify if other spacing is needed). Advanced design toggle-style brackets will also be provided, to adjust and hold the fixture against the drywall ceiling from the top. When linking to another fixture or corner fixture module call us or send a copy of your plan along with your PO and flanges will be removed on those end that needs to make a seamless connection.



T-BAR INSTALLATION

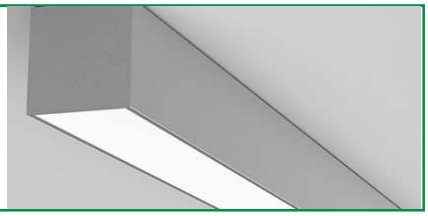
Model	DESCRIPTION
OPT-SCX-TBAR-4FT	Add this option and 1/2" wide flanges will be installed on the two long sides of the fixture. The two ends of the fixture will fall onto the T-bar grids and will be supported this way. The T-bar tiles on the two sides of the fixture must be cut to allow for the width of the fixture. The tile will fall onto and be supported by the flanges on both sides of the fixture. If you plan to support the fixture by the grids on three sides and tile on one side, call us or specify on your PO, and flange will be installed only on one side of the fixture. To provide safety and support from the beams above the T-bar ceiling order 10ft or 20ft aircraft suspension kits below.
SCL-GS10	Adjustable 1/16" 10ft suspension kit with loop gripper & toggle ends hold up to 70 lbs load.
SCL-GS20	Adjustable 1/16" 20ft suspension kit with loop gripper & toggle ends hold up to 70 lbs load.
OPT-FWH-63 OPT-FWH-65 OPT-FWH-66	This is a 6FT 3-Wire Whip option. This is a 6FT 5-Wire Whip option. This is a 6FT 6-Wire Whip option.





SURFACE MOUNTING

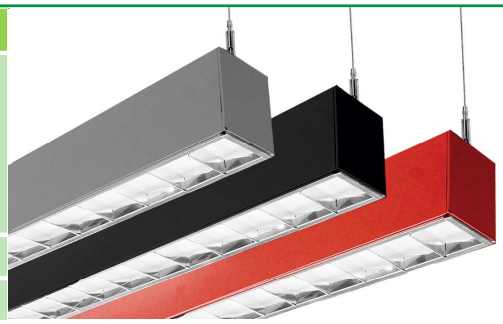
No additional accessories required.
Screw and anchor kit provided with each fixture can be used to fasten the fixture directly to the hard surface through the holes on top of the fixture.



FACTORY-INSTALLED OPTIONS:

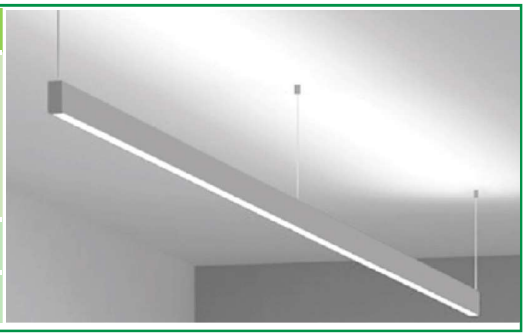
COLOR OF YOUR CHOICE

Model	DESCRIPTION
OPT-SCX-CLR-4FT	Add this option and specify your desired color on your purchase order or provide a swatch to match. For painted flanged fixture or optional rod, mounting set please also add the relevant option below for each fixture.
OPT-SCX-CLR-FRM	This is a painted flanges option.
OPT-SCX-CLR-RODSET	This is a painted rod set option.



INDIRECT (UP) LIGHTING

Model	WATTS	LUMENS	COLOR TEMP	SIZE
OPT-SCX-ULM-4FT-16W-MCT4	16W	1600LM 1648LM 1680LM 1728LM	3000K 3500K 4000K 5000K	4FT
OPT-SCX-ULM-BU	Indirect (up) light with blue color			
OPT-SCX-ULM-GR	Indirect (up) light with green color			



EMERGENCY BATTERY BACKUP

Model	DESCRIPTION
OPT-EM-CM1INT	This is an option for a 90-minute backup battery installation. If you need to order this series for the fixture, please have your purchase order ready and call us or specify on the order which fixture to install this option and the test button.



BI-LEVEL MOTION SENSOR

Model	DESCRIPTION
OPT-SCX-SEN2US	This option installs an advanced motion sensor that will turn the lights on when the area is occupied. When the area is cleared, after a preset hold time of 5 sec or more the lights are dimmed to a standby level of 30% or more. If still no motion is detected, after the standby period, the light is turned off. All setting is programmable with a remote control.
OPT-WEC-3RC	This is an optional remote control for sensor.
OPT-SEN-SCX-2MRLV-5	This is a programmable microwave Bi-Level sensor.
OPT-SEN-2US-DAYLIGHT	It is an ultrasonic Bi-Level Dimming Daylight sensor option for internal installation inside the fixture. (Remote not needed)

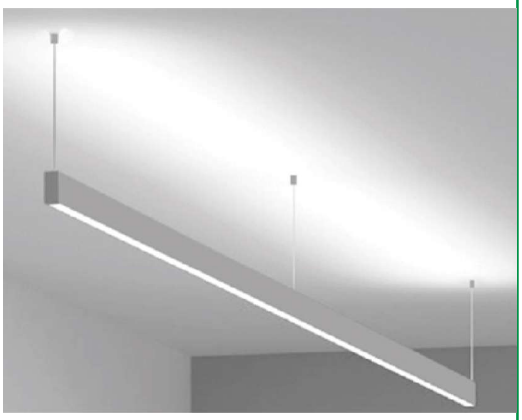


WOOD TRIMS

Model	DESCRIPTION
OPT-SCX-WK01-4FT-MAPLE	4FT MAPLE FINISH
OPT-SCX-WK01-4FT-WALNUT	4FT WALNUT FINISH
OPT-SCX-WK01-4FT-FREOAK	4FT FRENCH OAK FINISH
OPT-SCX-WK01-4FT-EBONY	4FT EBONY FINISH



DEDICATED WIRING FOR UPLIGHT CONTROL

Model	DESCRIPTION				
OPT-SCX-ULC-4FT-MCT4	Dedicated Wiring For Uplight Control By Installing A Separate Electrical Circuit And Compatible Driver For Uplighting. This Ensures Independent Control And Power Management. A Driver Regulates The Voltage And Current Supplied To The Uplights, Allowing For Precise Brightness And Color Control, Often Through A Dimmer Or automation System.				
	WATTS	LUMENS	COLOR TEMP	SIZE	
	16W	1600LM	3000K 3500K 4000K 5000K	4FT	
		1648LM			
		1680LM			
		1728LM			

COLOR CHART: * Choose from one of our Premium Colors with no set-up fee.

Gloss:



SILVER METALLIC
70 GLOSS
T357-GR105



SILVER METALLIC
30 GLOSS
T353-GR06



DARK RED 90
GLOSS
P009-RD02



INTERNATIONAL
ORANGE 90
GLOSS
T009-OG26



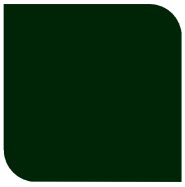
SAFETY ORANGE
90 GLOSS
T009-OG01



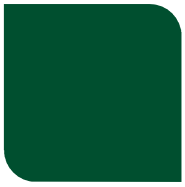
YELLOW 90
GLOSS
T009-YL14



YELLOW 90
GLOSS
T009-YL01



TRAFFIC GREEN
70 GLOSS
T007-GN16



GREEN 70 GLOSS
T007-GN13



GREEN 60 GLOSS
C006-GN03



BLUE 90 GLOSS
T009-BL01



DARK BLUE 80
GLOSS
T008-BL20



RAL 8028 TERRA
BROWN 90 GLOSS
C209-BR358

Hammer:

WHITE HAMMER
T013-WH09



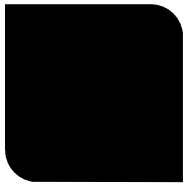
BEIGE HAMMER
T013-BG38



GREY HAMMER
C013-GR08



SILVER
HAMMERTONE
T064-GR05



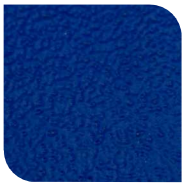
BLACK HAMMER
T013-BK62



RED HAMMER
T013-RD15



GREEN HAMMER
T013-GN220



BLUE HAMMER
T013-BL468



BRONZE HAMMER
T012-BR161

Texture:

WHITE TEXTURE
C031-WH120



FLINT GRAY
TEXTURE
T243-GR522



BLACK TEXTURE
C241-BK109



RED TEXTURE
T241-RD129



BLUE TEXTURE
C241-BL544



OIL RUBBED
BRONZE TEXTURE
T291-BR251

Vein:



BLACK/WHITE
VEIN
T075-WH34



SILVER VEIN
T375-BK26



COPPER VEIN
EXTERIOR
T075-BK211



GOLD VEIN
T375-BK10



COPPER VEIN
T375-BK07

AP-CEDAR-LED
Architectural LED Pendant





FEATURES

Introducing our **Decorative CEDAR LED Pendant**, the pinnacle of high-performance suspended fixtures designed to emanate a seamlessly distributed luminous glow.

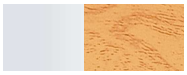
Available in **two different sizes and offering a suspended mount option,** CEDAR LED Pendant is a testament to modern aesthetics and high-quality materials. The flexible **PC diffuser** and **metal body** ensure captivating elegance and appearance.

Choose from **two captivating colors – White + Wood Color or Black + Wood Color**– or select from a range of RAL colors to seamlessly complement any interior style. With the **Decorative CEDAR LED Pendant**, you are not just adding light; you are elevating your space with **style and advanced technology,** transforming mere lighting into an artful experience.

LUMENS	2500L, 3500L
CCT	3000K / 3500K / 4000K
CRI	90+
POWER	40W, 50W
RING SIZE	17”, 23”, Ø Diameter
MOUNTING	Suspended Mount (Adjustable 10-ft length cord)
IP RATING	IP 20
COLOR	White + Wood Color / Black + Wood Color
DIMMING	DIMTR (TRIAC), DIM10 (0-10V)
LIFE TIME	L70 at 50,000 hours

SIZE	LUMENS	WATTS
Ø17”	2500L	40W
Ø23”	3500L	50W

COLORS

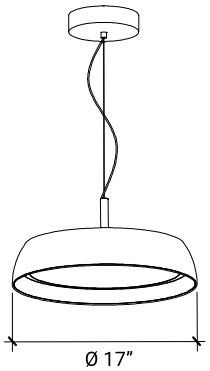


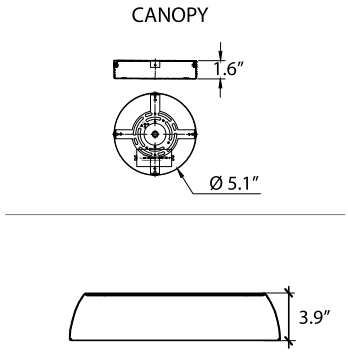
White + Wood Color
Outside in white, inside in wood color.

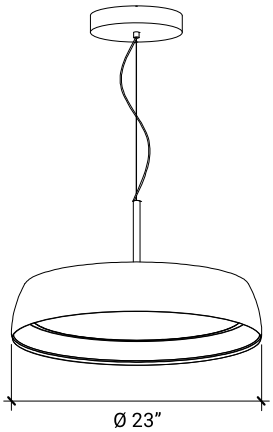


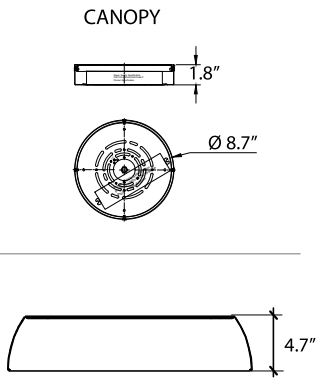
Black + Wood Color
Outside in black, inside in wood color.

DIMENSIONS









OPTICS & PERFORMANCE

The optical system delivers high-efficiency LED light that passes through a one-piece, high-quality (PC) Polycarbonate lens, ensuring optimal distribution patterns. This design creates a glare-free and even distribution of light. The ingenious technology minimizes glare and eradicates any hot spots, providing unrivaled light control.

The one-piece lens disperses light evenly in every direction. As a result, it produces a seamless and ambient glow, transforming your environment into a captivating haven of illumination.

CONSTRUCTION

The metal body integrated with a one-piece (PC) Polycarbonate lens, creates a strikingly contemporary design. This luminaire, constructed with premium metal showcases modern aesthetics and durability.

Engineered to perfection, our cutting-edge lighting solution includes essential features such as a 10ft adjustable aircraft cable and an integral driver for effortless installation and impeccable performance. With its seamless fusion of form and function, this LED masterpiece delivers unparalleled illumination, creating an ambiance of refined elegance and technical excellence that complements any modern setting.

MOUNTING

Suspended mount option: Delivered with an adjustable 10-ft length cord, our pendant mount provides the flexibility you need for seamless installation. Engineered to accommodate various mounting heights and ceiling types, this lighting solution offers adaptability to suit any space.

For added convenience, our canopy can be directly mounted to the junction box, facilitating below-the-ceiling access for easy maintenance and servicing.

ELECTRICAL

Driver is rated for 50 to 60Hz at 120V input, produces less than 20% THD, has a power factor between 90% and 100%, and is thermally protected for additional safety.

DIMMING & DRIVER INFORMATION

DIMTR - Triac & Electronic low voltage dimming. Available in 120V
DIM10 Flicker Free 1% Dimming Standard (DIM10) 0-10V dimming on either MVOLT 120 or 277V. 347V please consult factory.

WARRANTY

Five-year warranty for parts and components. (Labor not included)

LISTINGS

UL Listed

Example: AP-CEDAR-LED-17-2500L-DIMTR/120-DIM10/MVOLT-30K/35K/40K-90-WW-SM

SERIES
AP-CEDAR-LED

LUMINAIRE SIZE
17 - Ø17.7”
23 - Ø23.6”

LUMENS
2500L -2500L
3500L -3500L

DIMMING/VOLTAGE
DIMTR/120-DIM10/MVOLT
Triac Dimming 120V/0-10V Dimmable in 120-277V

CCT
30K/35K/40K - 3000K-3500K-4000K

CRI
90 - 90+

COLOR
WW- White + Wood Color
BW - Black + Wood Color
RAL- Consult factory

EMERGENCY
0-EMG-LED-10W
0-EMG-LED-20W
Remote Mount
Please consult factory.

MOUNTING
SM - Suspended Mount

AP-MAJESTIC-LED
Architectural LED Pendant





FEATURES

Introducing our **Decorative MAJESTIC LED Pendant**, the pinnacle of high-performance suspended fixtures designed to emanate a seamlessly distributed luminous glow.

Available in **three different sizes and offering a suspended mount option,** MAJESTIC is a testament to modern aesthetics and high-quality materials. The flexible **silicone diffuser** and premium **aluminum body** ensure captivating elegance and appearance.

Choose from **two captivating colors – Black or White** – or select from a range of RAL colors to seamlessly complement any interior style. With the **Decorative MAJESTIC LED Pendant**, you are not just adding light; you are elevating your space with **style and advanced technology,** transforming mere lighting into an artful experience.

LUMENS	3000L, 6000L, 7500L
CCT	3000K / 3500K / 4000K
CRI	90+
POWER	50W, 80W, 100W
RING SIZE	23”, 39”, 47”, Ø Diameter
MOUNTING	Suspended Mount (Adjustable 10-ft length cords)
IP RATING	IP 20
COLOR	Black, White, Custom RAL
DIMMING	DIMTR (Triac), DIM10 (0-10V)
LIFE TIME	L70 at 50,000 hours

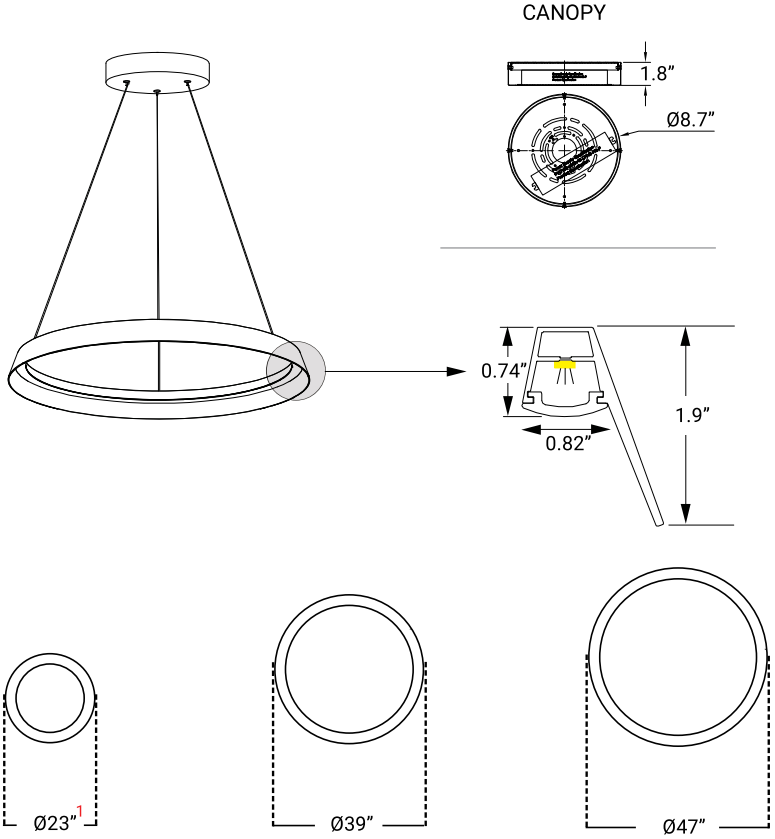
SIZE	LUMENS	WATTS
Ø23”	3000L	50W
Ø39”	6000L	80W
Ø47”	7500L	100W

COLORS

Black

White

DIMENSIONS



1. Luminaire with 23” diameter comes with a canopy of 7.1” diameter.

5 YEARS LIMITED WARRANTY

UL CERTIFIED E481990

OPTICS & PERFORMANCE

The optical system delivers high-efficiency LED light that passes through a one-piece, high-quality silicone lens, ensuring optimal distribution patterns. This design creates a glare-free and even distribution of light. The ingenious technology minimizes glare and eradicates any hot spots, providing unrivaled light control.

The one-piece diffuser disperses light evenly in every direction. As a result, it produces a seamless and ambient glow, transforming your environment into a captivating haven of illumination.

CONSTRUCTION

The aluminum body integrated with a one-piece silicone diffuser creates a strikingly contemporary design. This luminaire, constructed with premium silicone and high-quality aluminum materials, showcases modern aesthetics and durability.

Engineered to perfection, our cutting-edge lighting solution includes essential features such as 10ft adjustable aircraft cables and an integral driver for effortless installation and impeccable performance. With its seamless fusion of form and function, this LED masterpiece delivers unparalleled illumination, creating an ambiance of refined elegance and technical excellence that complements any modern setting.

MOUNTING

Suspended mount option. Delivered with adjustable 10-ft length cords, our pendant mount provides the flexibility you need for a seamless installation. Engineered to accommodate various mounting heights and ceiling types, this lighting solution offers adaptability to suit any space.

For added convenience, our canopy can be directly mounted to the junction box, facilitating below-the-ceiling access for easy maintenance and servicing.

ELECTRICAL

Driver is rated for 50 to 60Hz at 120V input, produces less than 20% THD, has a power factor between 90% and 100%, and is thermally protected for additional safety.

DIMMING & DRIVER INFORMATION

DIMTR - Triac & Electronic low voltage dimming. Available in 120V
DIM10 Flicker Free 1% Dimming Standard (DIM10) 0-10V dimming on either MVOLT 120 or 277V. 347V please consult factory.

WARRANTY

Five-year warranty for parts and components. (Labor not included)

LISTINGS

UL Listed

Example: AP-MAJESTIC-LED-23-3000L-DIMTR/120-DIM10/MVOLT-30K/35K/40K-90-WH-SM

SERIES	LUMINAIRE SIZE	LUMENS	DIMMING/VOLTAGE	CCT	CRI	COLOR	EMERGENCY	MOUNTING
AP-MAJESTIC-LED	**23** - Ø23.6"	**3000L** - 3000L	**DIMTR/120-DIM10/MVOLT**	**30K/35K/40K** - 3000K-3500K-4000K	**90** - 90+	**WH** - White	**0-EMG-LED-10W**	**SM** - Suspended Mount
	39 - Ø39.3"	**6000L** - 6000L	Triac Dimming 120V/0-10V Dimmable in 120-277V			**BK** - Black	**0-EMG-LED-20W**	
	47 - Ø47.2"	**7500L** - 7500L				**RAL** - Consult factory	Remote Mount Please consult factory.	

AP-NOVA-LED
Architectural LED Pendant





FEATURES

Introducing our **Decorative NOVA LED Pendant**, the pinnacle of high-performance suspended fixtures designed to emanate a seamlessly distributed luminous glow.

Available in **three different sizes and offering a suspended mount option,** NOVA LED Pendant is a testament to modern aesthetics and high-quality materials. The flexible **silicone diffuser** and premium **aluminum body** ensure captivating elegance and appearance.

Choose from **two captivating colors – Black or White** – or select from a range of RAL colors to seamlessly complement any interior style. With the **Decorative NOVA LED Pendant**, you are not just adding light; you are elevating your space with **style and advanced technology,** transforming mere lighting into an artful experience.

LUMENS	2500L, 4500L, 5500L
CCT	3000K / 3500K / 4000K
CRI	90+
POWER	50W, 80W, 100W
RING SIZE	22”, 38”, 46”, Ø Diameter
MOUNTING	Suspended Mount (Adjustable 10-ft length cords)
IP RATING	IP 20
COLOR	Black, White, Custom RAL
DIMMING	DIMTR (TRIAC), DIM10 (0-10V)
LIFE TIME	L70 at 50,000 hours

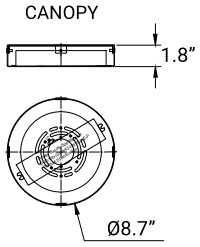
SIZE	LUMENS	WATTS
Ø22”	2500L	50W
Ø38”	4500L	80W
Ø46”	5500L	100W

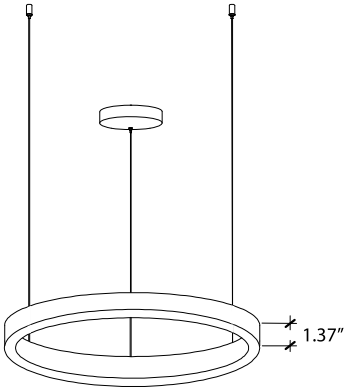
COLORS

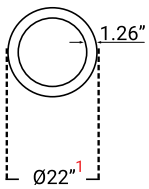
Black

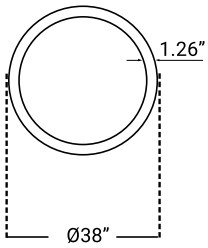
White

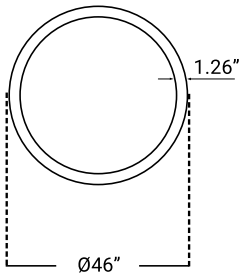
DIMENSIONS











1. Luminaire with a diameter of 22” comes with a Ø7.9” canopy.

OPTICS & PERFORMANCE

The optical system delivers high-efficiency LED light that passes through a one-piece, high-quality silicone lens, ensuring optimal distribution patterns. This design creates a glare-free and even distribution of light. The ingenious technology minimizes glare and eradicates any hot spots, providing unrivaled light control.

The one-piece diffuser disperses light evenly in every direction. As a result, it produces a seamless and ambient glow, transforming your environment into a captivating haven of illumination.

CONSTRUCTION

The aluminum body integrated with a one-piece silicone diffuser creates a strikingly contemporary design. This luminaire, constructed with premium silicone and high-quality aluminum materials, showcases modern aesthetics and durability.

Engineered to perfection, our cutting-edge lighting solution includes essential features such as 10ft adjustable aircraft cables and an integral driver for effortless installation and impeccable performance. With its seamless fusion of form and function, this LED masterpiece delivers unparalleled illumination, creating an ambiance of refined elegance and technical excellence that complements any modern setting.

MOUNTING

Suspended mount option. Delivered with adjustable 10-ft length cords, our pendant mount provides the flexibility you need for a seamless installation. Engineered to accommodate various mounting heights and ceiling types, this lighting solution offers adaptability to suit any space.

For added convenience, our canopy can be directly mounted to the junction box, facilitating below-ceiling access for easy maintenance and servicing.

ELECTRICAL

Driver is rated for 50 to 60Hz at 120V input, produces less than 20% THD, has a power factor between 90% and 100%, and is thermally protected for additional safety.

DIMMING & DRIVER INFORMATION

DIMTR - Triac & Electronic low voltage dimming. Available in 120V
DIM10 Flicker Free 1% Dimming Standard (DIM10) 0-10V dimming on either MVOLT 120 or 277V. 347V please consult factory.

WARRANTY

Five-year warranty for parts and components. (Labor not included)

LISTINGS

UL Listed

Example: AP-NOVA-LED-22-2500L-DIMTR/120-DIM10/MVOLT-30K/35K/40K-90-WH-SM

SERIES	LUMINAIRE SIZE	LUMENS	DIMMING/VOLTAGE	CCT	CRI	COLOR	EMERGENCY	MOUNTING
AP-NOVA-LED	**22 -** Ø 22.8"	**2500L -** 2500L	**DIMTR/120-DIM10/MVOLT**	**30K/35K/40K -** 3000K-3500K-4000K	**90 -** 90+	**WH -** White	**0-EMG-LED-10W**	**SM -** Suspended Mount
	38 - Ø 38.5"	**4500L -** 4500L	Triac Dimming 120V/0-10V Dimmable in 120-277V			**BK -** Black	**0-EMG-LED-20W**	
	46 - Ø 46.4"	**5500L -** 5500L				**RAL -** Consult factory	Remote Mount Please consult factory.	

OLS-D-LED 2" 4"

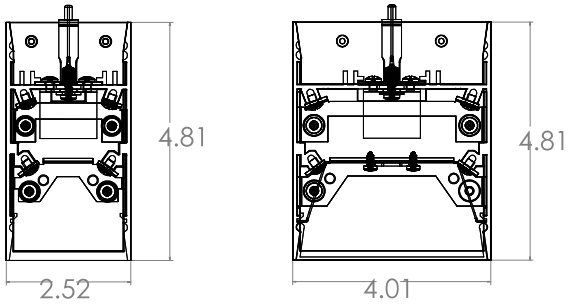
Flex Series LED Architectural LED Suspended Linear - Direct



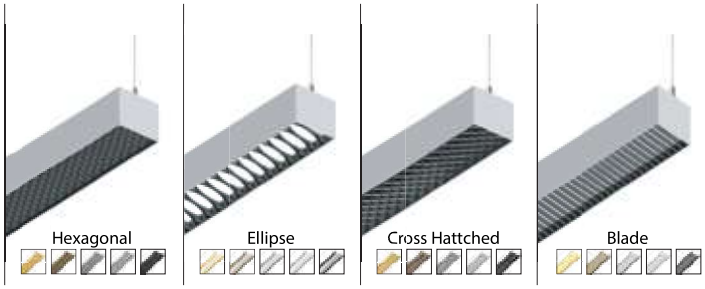


Standard COLORS

CUSTOM COLORS



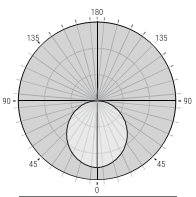
2" PROFILE 4" PROFILE



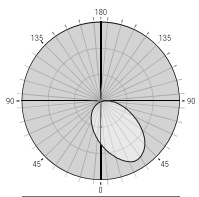
FEATURES

FLEX Architectural LED Suspended Linear is designed for combining the ultimate in flexibility and creativity, with continuous, uniform and glare-free illumination. Fully illuminated corners for a seamless connection from luminaire to luminaire, in a variety of formed angles and shapes. Be inspired to create a long-lasting imperssion with a unique design that compliments corporate offices educational, commercial and retail spaces.

LUMENS PER FOOT	500, 750, 1000, 1250, 1500, 2000 or Custom
CCT & DYNAMIC PLATFORMS	27K, 30K, 35K, 40K, 50K, Tunable White, Dims to Warm, RGB + White
CRI	85+ Standard, 90+
COLOR QUALITY	3 Step MacAdam Ellipses (+85), 2 Step MacAdam Ellipses (+90)
WIDTHS	2", 4"
LENGTHS	2', 4', 6', 8', Continuous with 1" Increments
DISTRIBUTION PATTERNS	Standard, Wall Wash, Blade Louver, Hexagonal Louver, Cross Hatched Louver, Ellipse Louver
CONFIGURATION PATTERNS & LENGTHS	Single, Continous, Square, Rectangular, L-Shape, Custom with 90, 60, or 45 ^{0} Angles
MOUNTING	Suspended
FINISH	WH (White), BK (Black), SI (Silver), Custom RAL
DIMMING & CONTROLS	0-10V Flicker Free 1% Dimming Standard (DIM10), LUTH, ELDO10.1-LIN, ELDODMX.1, DALI.1, DIMTR, DIM10-0-Off POE, ELDO10-LOG,BLE, XSR, DIM10-AUX
EMERGENCY	10W - Up to 1000L Output 20W - Up to 2000L Output EMG-LED-G2-10W-SDT - Self Diagnostic (Consult Factory) GTD-UL924
LIFETIME	L70>60,000-hour reported lifetime L70>200,000-hour calculated lifetime
PHOTOMETRIC TESTS	In Accordance with IES LM79-08, LM80 and TM-30, TM-21



Standard



Wall Wash

OPTICS & PERFORMANCE

Fabricated from 20-gauge aluminum, with mitered corners, and post-painted with 95% reflective premium paint. The optical system delivers high efficiency LED light that passes through a high-quality acrylic lens for optimal distribution patterns, creating a glare-free and even distribution. Distribut ions include Direct Downlight, Wall Wash, Blade Louver, Ellipse Louver, Cross Hatched Louver, Hexagonal Louver, with zero light leakage.

CONSTRUCTION

One-piece rigid aluminum extrusion, made of T6063-T5 aluminum, with cast aluminum end caps. A precision cut, smooth white extruded frosted lens with snap in design attaches firmly into the grooves of the body and can be easily removed for access to the driver and LED boards.

OPTICAL ASSEMBLY

Reflector is fabricated from 20-gauge aluminum, and post-painted finish with 95% reflective premium paint. Wall Wash reflectors are positioned at an angle.

DISTRIBUTION PATTERNS & DIFFUSER

Standard Distribution-A high-quality, smooth white frosted efficient acrylic lens is shippe d standar d for optimal distribut ion patter ns, for most applications, and provides glare-free, even illumination.
Wall Wash Distribution-Illuminates from the ceiling, down, for uniform vertical illumination.

SUPPORT CABLE/FEED

Standard suspension is conductive feed/suspension cable. The adjustable power cable comes in a standard 4' length. A 5-conductor cable is standard or a 6-conductor cable for emergency power. Field adjustable length. Max. support every 8 feet.

CRM INSTALLATION

For continuous row mounting, the first luminaire in the row will always be the power supply feed. After plugging in the male and female harnesses, which are supplied with each luminaire, they will easily slide together, then secured with two screws from opposite directions in the connecting brackets.

DRIVER ELECTRICAL INFORMATION

Powered by high-quality constant-current power LED drivers which are rated for 50 to 60Hz at 120-277V input, produce less than 20% THD, and have a power factor of .90 to 1.00. Male and female 18-gauge 6 wire plug connectors are included with every luminaire to allow for simple hassle-free continuous wiring, and each lumianire must be installed male to female.

LED DYNAMIC PLATFORM OPTIONS

Tunable White with Smart White Technology utilizing the Lumenetix Platform allows you to color tune the luminaire via various controls. Create the perfect environment for the desired use of the space, while maintaining a CRI of 90+ across the tunable range of 8000 to 1650K. (Click here for more details)

Dims to Warm with Smart Dimming Technology. At 100% full brightness the luminaire is at 3500K. When dimmed to 1%, the light transitions to 1800K, creating a warm ambiance within the space. (Click here for more details)

RGB+White with Smart Hue Technology provides full color mixing of RGB and white colors. Utilizing the Lumenetix Platform allows you to choose from unlimited RGB color options, via various controls. Ideal for Circadian Rhythm applications or to create the perfect human centric environment. (Click here for more details)

DIMMING & DRIVER INFORMATION

DIM10 - Flicker Free 1% Dimming Standard (DIM10) 0-10V dimming on either MVOLT 120, 277 or 347V.
LUTH - Lutron LDE1 Hi-Lume Eco System. 1% dimming with Soft in Fade to Black dimming technology.
ELDO10.1-LIN - EldoLED SoloDrive 0-10V. Dimming down to 0.1%.
Linear dimming curve
DALI - DALI DT6, DT8 dimming down to 1%.
ELDODMX - EldoLED PowerDrive dimming down to 0.1%.
Please see EldoLED website for wiring diagrams and a list of compatible DMX and DALI control systems.
DIMTR - Triac & Electronic low voltage dimming. Available in 120V
DIM10-0-OFF - Program DIM10-to OFF withlinear dimming curve 0.1%.
ELDO10-LOG - ELDO10-LOG with logarithmic dimming curve.
POE - Power-over-Ethernet Depending on the PoE manufacturer selected, The Node will install the node in factory as either integral to the luminaire or as a remote module.
BLE - Luminaires may be controlled, grouped, scheduled or placed in scenes and or zones Via Cassambi Bluetooth 4.0 App.
XSR - Xitanium SR Dimming
DIM10-AUX - 0-10V with Auxiliry power

WARRANTY

Five-year warranty for parts and components. (Labor not included)

LISTINGS

c-UL-us - Listed for Feed Through Wiring.
All LED luminaires are rated and tested to LM-79 and LM-80 standards by an independent laboratory.
UI Listed for Damp location
cULus- Listed for protected damp locations, indoor use only.
FCC 15- EMI/RFI emissions per FCC 47CFR part 15 at 120VAC or 277VAC
RoHs- Contains no mercury or lead and RoHS compliant
Photometric testing completed in accordance with IES
LM-79 and TM-30 standards with calculated Life Time: L70 at 200,000 Hours
Can be used for State of California Title 24 high efficacy LED compliance
DLC®- certified, Listed for DLC, California Title 24 compliant.
BAA- Buy American Act Compliant government procurement requirements under FAR, DFARS and DOT regulations.

Example: **OLSL-ED-2-REC-W8-L 6-500L-HEX-GD-DIM10-MVOLT-35K-85-WH**

OLS-D-LED | | | Single Run | 2', 3', 4',5', 6' or 8' | | | | | | | | | | |

SERIES
OLS-D-LED-Oracle Suspended LED Linear

WIDTH
2 - 2"
4 - 4"

SHAPE
S - Single Unit
CR - Continuous Run
REC - Rectangle
CUS - Custom (Consult Factory)

LUMENS
500L - per ft.
750L - per ft.
1000L - per ft.
1250L - per ft.
1500L - per ft.
2000L* - per ft.
500L-HP - per ft.
750L-HP - per ft.
1000L-HP - per ft.
1250L-HP - per ft.
1500L-HP - per ft.

CUSTOM
250L-1500L
*Chose any custom lumen packages between 250L to 1500L
**2000L only for 4" width

DISTRIBUTION
(blank) - Standard
WW - Wall Wash (Asymmetric)
BW - Bat Wing (Symmetric)
**2000L only for 4" width

DIMMING
DIM10 - 0-10V Dimming
LUTH - Lutron HiLum
ELDO10.1-LIN - EldoLED 0-10V
DALI.1 - EldoLED DALI Type 8
ELDODMX.1 - EldoLED DMX
DIMTR - Triac & ELV**
DIM10-0-Off - Program DIM10 to off with linear dimming curve.
POE - Power Over Internet
EIDO10-LOG - EldoLED 0-10V with logarithmic dimming curve
BLE - Wireless Bluetooth Control
XSR - Xitanium SR Dimming
DIM10-AUX - 0-10V with Auxiliary power

VOLTAGE
120
277
MVOLT
347*
* Consult factory for details

CCT
27K
30K
35K
40K
50K

CRI
85
90

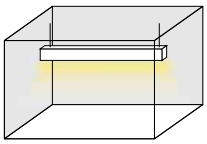
FINISH
WH - White
SI - Silver
BK - Black
RAL - Consult factory

EMERGENCY
0-EMG-LED-10W
0-EMG-LED-20W
0-EMG-C*
0-EMG-LED-G2-10W-SDT**
GTD-UL924
(listed bodine GTD factory installes on drive input)
*Consult factory for details
** EMG-LED-20 watt is only for 4" width
* 0-EMG-C: EMG circuit wire

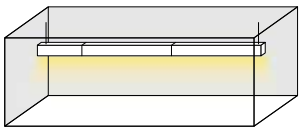
Louver Type
BLR² - Blade Louver
HEX² - Hexagonal Louver
CRL² - Cross Hatched Louver
ELS² - Ellipse Louver

Louver Finish
Black - BK
Frosted - FR
Chrome - CH
Champane - CHP
Gold - GD
*Lens finish is Just Compatible with Blade Louver, Hexagonal Louver, Cross Hatched Louver, Ellipse Louver

OTHER OPTIONS
FBF - Internal Fast Blow Fuse
SBF - Internal Slow Blow Fuse
RIS - Radio Interf. Sensor
BABAA - Build Buy America Act
OCGSS - Aircraft Cable
BKC - Black Cord
SLC - Silver Cord
LUTRON - LUTRON(Please see last page table)
enlighted - enlighted(Please see last page table)
LEVITON - LEVITON(Please see last page table)
encelium - encelium(Please see last page table)
PHILIPS - PHILIPS(Please see last page table)
legrand - legrand(Please see last page table)

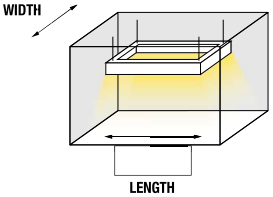


XX . YY*
Cont. Run
* XX is Length in Feet
YY is Fraction in Inches
e.g. 22.6 is 22 feet and 6 inches



TOTAL RUN

W **L**



WIDTH
LENGTH

Custom DRAW YOUR CUSTOM SHAPE IN NEXT 2 PAGES

* Consult Factory
* See last page for sensor options
** - Available in 120
- 1 HP(high performance) option is available on 3000K, 3500K and 4000K
- 2 Lens finishes just apply on BLR, HEX, CRL, ELS distribution

Lumen Packages

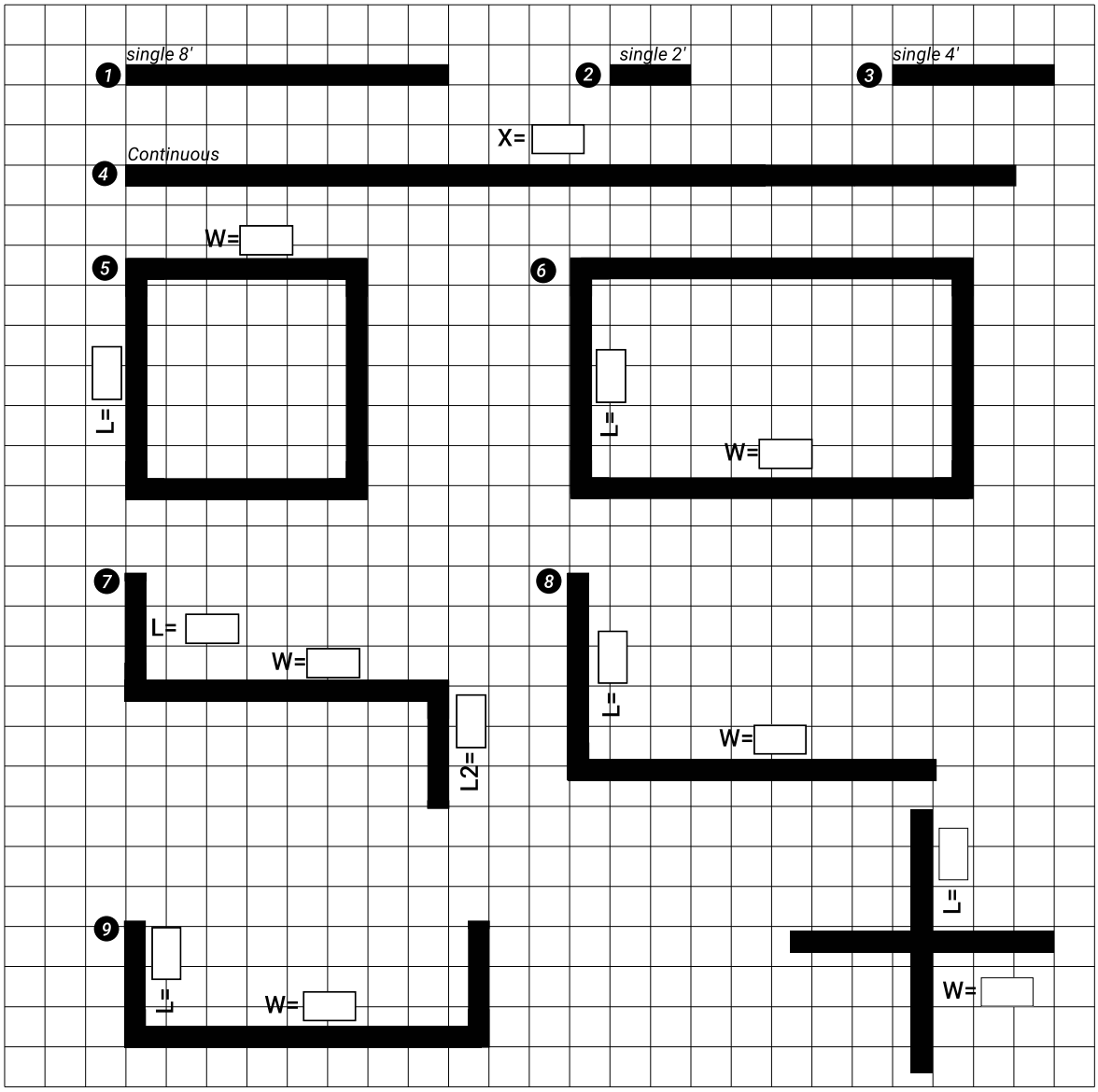
Direct
High Performance

LUMENS/FT	WATTS/FT
2000	14.1
1500	10.3
1250	8.5
1000	7.3
750	5.5
500	3.5

Direct
Standard

LUMENS/FT	WATTS/FT
2000	17.5
1500	12.7
1250	10.5
1000	8.2
750	6.5
500	4.5

Flex Recessed Mount configuration



RUN CHART

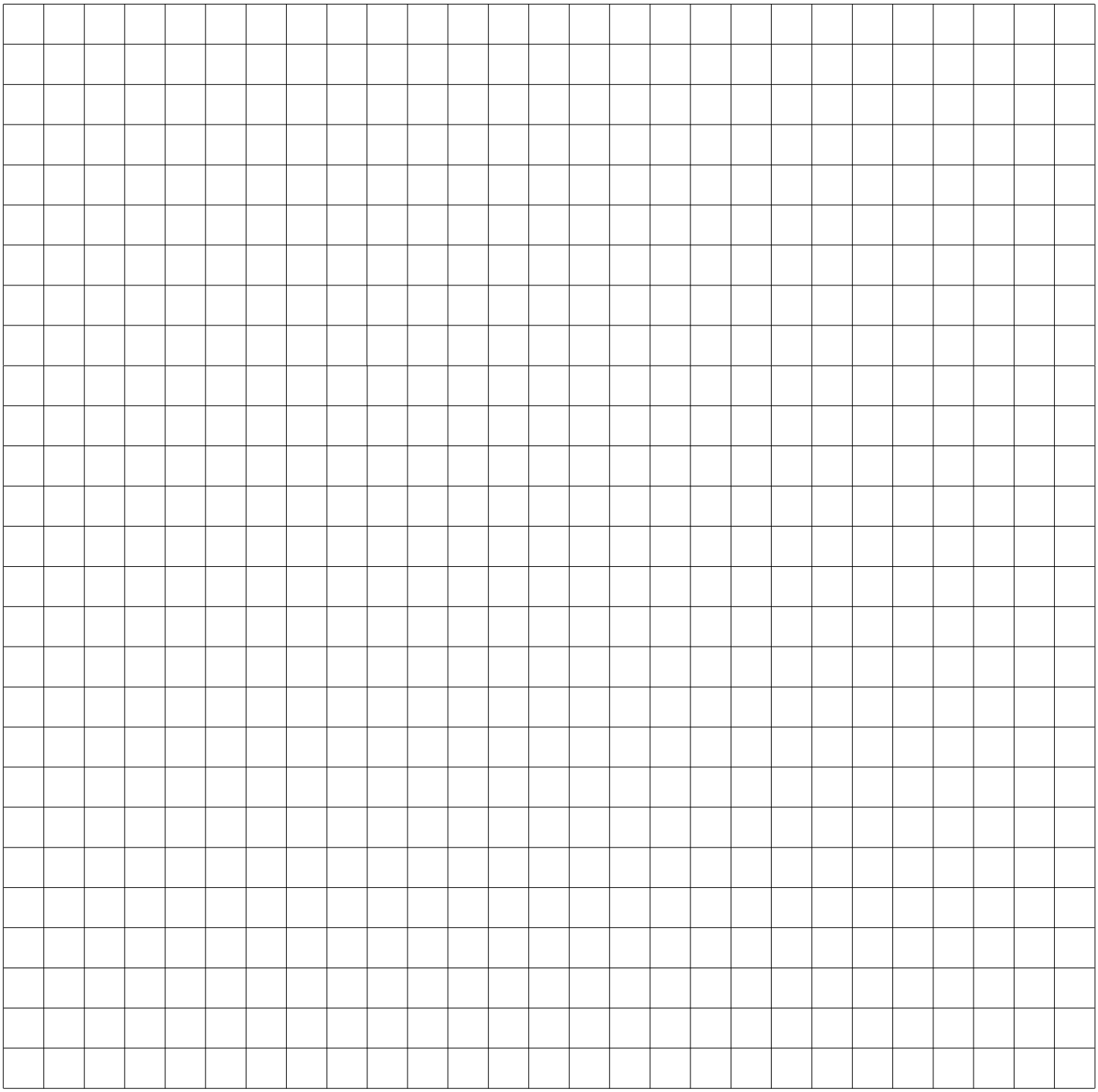
Run length (ft)	Section Lengths
9	5 + 4
10	6 + 4
11	7 + 4
12	8 + 4
13	8 + 5
14	8 + 6
15	8 + 7
16	8 + 8
17	8 + 5 + 4
18	8 + 6 + 4
19	8 + 7 + 4
20	8 + 8 + 4

Run length (ft)	Section Lengths
21	8 + 8 + 5
22	8 + 8 + 6
23	8 + 8 + 7
24	8 + 8 + 8
25	8 + 8 + 5 + 4
26	8 + 8 + 6 + 4
27	8 + 8 + 7 + 4
28	8 + 8 + 8 + 4
29	8 + 8 + 8 + 5
30	8 + 8 + 8 + 6
31	8 + 8 + 8 + 7
32	8 + 8 + 8 + 8

Run length (ft)	Section Lengths
33	8 + 8 + 8 + 5 + 4
34	8 + 8 + 8 + 6 + 4
35	8 + 8 + 8 + 7 + 4
36	8 + 8 + 8 + 8 + 4
37	8 + 8 + 8 + 8 + 5
38	8 + 8 + 8 + 8 + 6
39	8 + 8 + 8 + 8 + 7
40	8 + 8 + 8 + 8 + 8
41	8 + 8 + 8 + 8 + 5 + 4
42	8 + 8 + 8 + 8 + 6 + 4
43	8 + 8 + 8 + 8 + 7 + 4
44	8 + 8 + 8 + 8 + 8 + 4

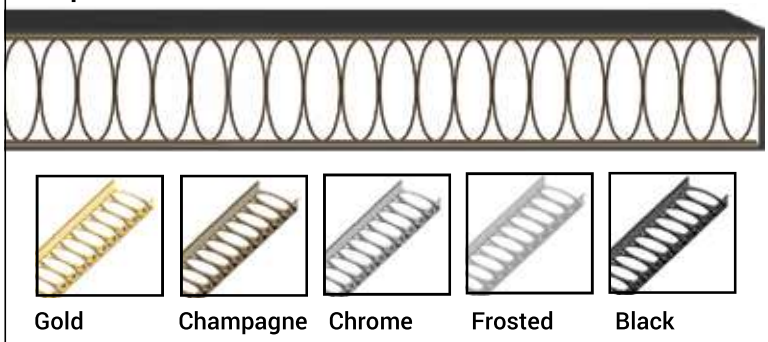
Run length (ft)	Section Lengths
45	8 + 8 + 8 + 8 + 8 + 5
46	8 + 8 + 8 + 8 + 8 + 6
47	8 + 8 + 8 + 8 + 8 + 7
48	8 + 8 + 8 + 8 + 8 + 8

Sketch out your design using the grids space below.



LOUVER PATTERN

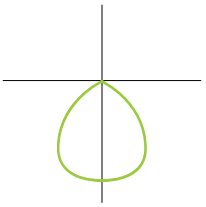
Ellipse Louver



Gold Champagne Chrome Frosted Black

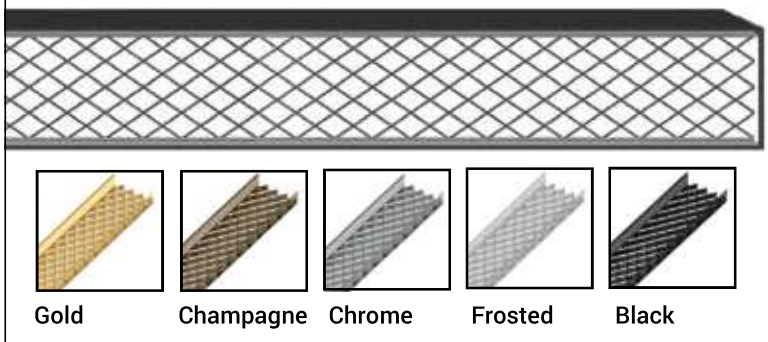


ELS



Up & Down
Ellipse Louver

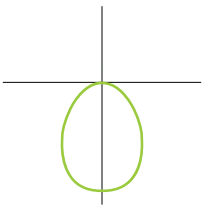
Cross Hatched Louver



Gold Champagne Chrome Frosted Black

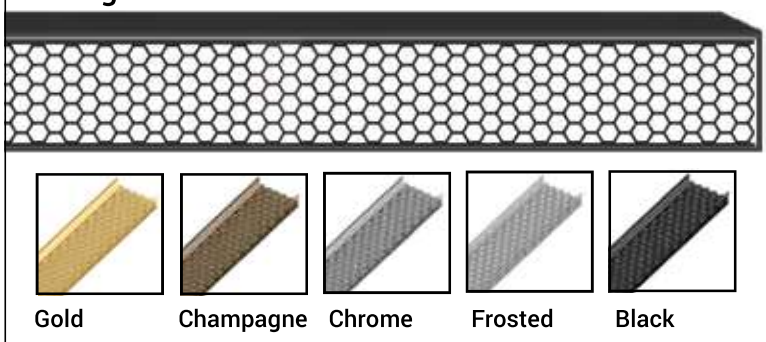


CRL



Up & Down
Cross Hatched Louver

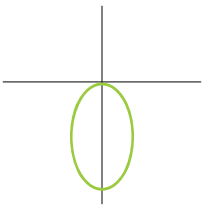
Hexagonal Louver



Gold Champagne Chrome Frosted Black

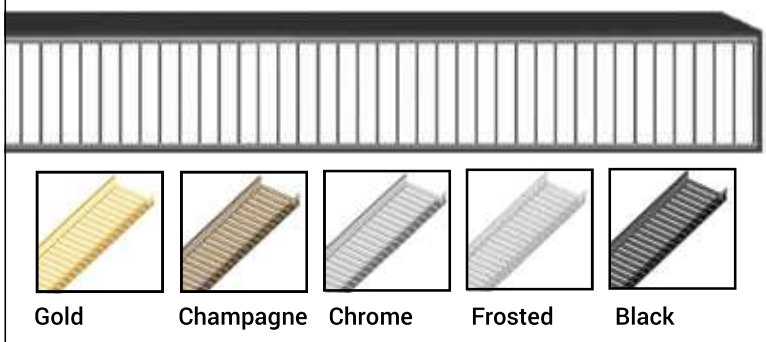


HEX



Up & Down
Hexagonal Louver

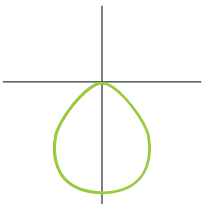
Blade Louver



Gold Champagne Chrome Frosted Black



BLR



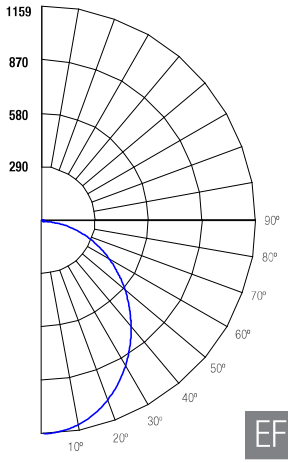
Up & Down
Blade Louver

OLS-D-LED-2-S-4-D750L-DIM10-MVOLT-40K-85

TEST NO.: **EL081811**

INPUT WATTS: **27** LUMENS: **3042** CRI: **85** EFFICACY: **113** CCT: **4000K**

Candle Power Distribution (Candelas)



Zonal Lumens Summary

Zone	Lumens	%Lamp	%Fixt
0-30°	867.19	28.50	28.50
0-40°	1394.29	45.80	45.80
0-60°	2382.03	78.30	78.30
0-90°	3010.49	98.90	99.00
0-180°	3042.13	100.00	100.00

Luminance Data (cd/sq.m)

Angle In Degrees	Average 0°	Average 45°	Average 90°
45°	15844	14976	14258
55°	14896	13902	13092
65°	13973	12937	12131
75°	12587	11689	11017
85°	11742	11027	10542

Candela Tabulation

	0	45	90
0	1157.13	1157.13	1157.13
5	1148.97	1147.74	1147.74
15	1096.82	1086.31	1078.26
25	998.43	975.07	955.13
35	864.91	830.35	801.53
45	708.41	669.61	637.50
55	540.28	504.22	474.84
65	373.41	345.71	324.17
75	206.00	191.31	180.31
85	64.71	60.77	58.10
90	8.26	9.26	9.92

Spacing Criteria

0-180	:	**1.22**
90-270	:	**1.16**
Diagonal	:	**1.30**

EFFICACY: **113 LM/W**

Coefficients of Utilization - Zonal Cavity Method
Effective Floor Cavity Reflectance 20% = PF

ROOM CAVITY RATIO	RC 80% RW 70%	80% 50%	80% 30%	80% 10%	70% 70%	70% 50%	70% 30%	70% 10%	50% 50%	50% 30%	50% 10%	30% 50%	30% 30%	30% 10%	10% 50%	10% 30%	10% 10%	0% 0%
	0	119	119	119	116	116	116	116	110	110	110	106	106	106	101	101	101	99
	1	108	104	99	95	106	101	97	94	97	94	91	93	90	88	89	87	85	83
	2	99	90	84	78	96	88	82	77	85	79	75	81	77	73	78	74	71	69
	3	90	80	71	65	87	78	70	64	75	68	63	72	66	62	69	65	61	58
	4	83	71	62	55	80	69	61	55	67	59	54	64	58	53	62	57	52	50
	5	76	63	54	48	74	62	54	47	60	52	47	58	51	46	56	50	46	43
	6	70	57	48	42	68	56	48	42	54	47	41	52	46	41	51	45	40	38
	7	65	52	43	37	63	51	43	37	49	42	36	48	41	36	46	40	36	34
	8	61	47	39	33	59	47	39	33	45	38	33	44	37	32	43	37	32	30
	9	57	44	35	30	55	43	35	30	42	35	30	40	34	29	39	33	29	27
	10	53	40	32	27	52	40	32	27	39	32	27	38	31	27	37	31	27	25

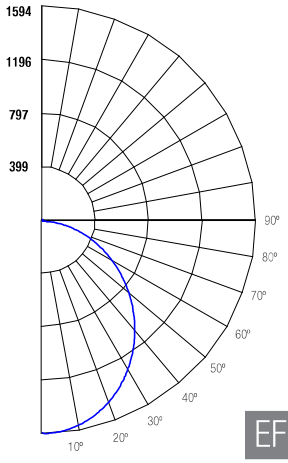
RC - Ceiling Cavity Reflectance RW - Wall Reflectance

OLS-D-LED-2-S-4-D1000L-DIM10-MVOLT-40K-85

TEST NO.: **EL081815**

INPUT WATTS: **38.1** LUMENS: **4163** CRI: **85** EFFICACY: **109** CCT: **4000K**

Candle Power Distribution (Candelas)



Zonal Lumens Summary

Zone	Lumens	%Lamp	%Fixt
0-30°	1189.77	28.60	28.60
0-40°	1908.1	45.80	45.80
0-60°	3259.33	78.30	78.30
0-90°	4119.56	99.00	99.00
0-180°	4163.00	100.00	100.00

Luminance Data (cd/sq.m)

Angle In Degrees	Average 0°	Average 45°	Average 90°
45°	21822	20557	19573
55°	20499	19063	17990
65°	18997	17519	16455
75°	17290	16014	15136
85°	16095	15093	14563

Candela Tabulation

	0	45	90
0	1588.334	1588.334	1588.334
5	1584.100	1578.230	1576.730
15	1511.610	1492.910	1480.760
25	1375.910	1339.440	1311.160
35	1191.740	1139.840	1100.770
45	975.700	919.140	875.140
55	743.480	691.410	652.480
65	507.670	468.160	439.740
75	282.960	262.080	247.720
85	88.700	83.180	80.260
90	10.850	12.490	14.070

Spacing Criteria

0-180	:	**1.22**
90-270	:	**1.16**
Diagonal	:	**1.30**

EFFICACY: **109 LM/W**

Coefficients of Utilization - Zonal Cavity Method
Effective Floor Cavity Reflectance 20% = PF

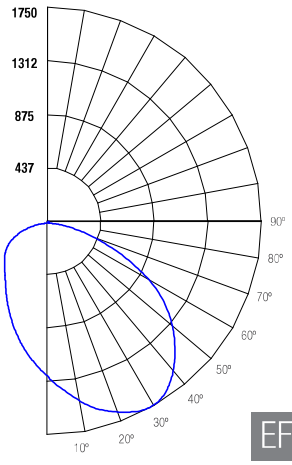
ROOM CAVITY RATIO	RC 80% RW 70%	80% 50%	80% 30%	80% 10%	70% 70%	70% 50%	70% 30%	70% 10%	50% 50%	50% 30%	50% 10%	30% 50%	30% 30%	30% 10%	10% 50%	10% 30%	10% 10%	0% 0%
	0	119	119	119	116	116	116	116	111	111	111	106	106	106	101	101	101	99
	1	108	104	99	95	106	101	97	94	97	94	91	93	90	88	89	87	85	83
	2	99	90	84	78	96	88	82	77	85	79	75	81	77	73	78	75	71	69
	3	90	80	71	65	88	78	70	64	75	68	63	72	66	62	69	65	61	58
	4	83	71	62	55	80	69	61	55	67	60	54	64	58	53	62	57	52	50
	5	76	63	54	48	74	62	54	47	60	52	47	58	51	46	56	50	46	43
	6	70	57	48	42	68	56	48	42	54	47	41	52	46	41	51	45	40	38
	7	65	52	43	37	63	51	43	37	49	42	37	48	41	36	46	40	36	34
	8	61	47	39	33	59	47	39	33	45	38	33	44	37	32	43	37	32	30
	9	57	44	35	30	55	43	35	30	42	35	30	41	34	29	39	33	29	27
	10	53	40	32	27	52	40	32	27	39	32	27	38	31	27	37	31	27	25

RC - Ceiling Cavity Reflectance RW - Wall Reflectance

OLS-D-LED-2-WW-1000L-DIM10-MVOLT-40K-85

INPUT WATTS: **38.1** LUMENS: **4134** CRI: **85** EFFICACY: **109** CCT: **4000K**

Candle Power Distribution (Candelas)



Zonal Lumens Summary

Zone	Lumens	%Lamp	%Fixt
0-30°	1037.92	25.10	25.10
0-40°	1736.47	42.00	42.00
0-60°	3169.87	76.70	76.70
0-90°	4083.58	98.80	98.80
0-180°	4134.47	100.00	100.00

Luminance Data (cd/sq.m)

Angle In Degrees	Average 0°	Average 45°	Average 90°
45°	18869	32824	33644
55°	17376	32795	33323
65°	15137	31570	28666
75°	12400	27097	19678
85°	7984	20382	13293

Candela Tabulation

	0	45	90
0	1280.719	1280.719	1280.719
5	1284.620	1357.100	1386.590
15	1242.170	1491.500	1597.080
25	1153.210	1564.260	1726.410
35	1019.980	1583.000	1714.380
45	843.700	1467.650	1504.310
55	630.210	1189.440	1208.590
65	404.510	843.650	766.060
75	202.940	443.470	322.050
85	44.000	112.330	73.260
90	4.070	21.980	17.600

Spacing Criteria

0-180	:	**1.28**
90-270	:	**1.82**
Diagonal	:	**1.50**

EFFICACY: **109 LM/W**

Coefficients of Utilization - Zonal Cavity Method
Effective Floor Cavity Reflectance 20% = PF

ROOM CAVITY RATIO	RC 80% RW 70%	80% 50%	80% 30%	80% 10%	70% 70%	70% 50%	70% 30%	70% 10%	50% 50%	50% 30%	50% 10%	30% 50%	30% 30%	30% 10%	10% 50%	10% 30%	10% 10%	0% 0%
	0	119	119	119	119	116	116	116	116	110	110	110	105	105	105	101	101	101	99
	1	108	103	99	95	105	101	97	93	96	93	90	92	90	87	88	86	84	82
	2	98	90	83	77	95	88	81	76	84	78	74	80	76	72	77	73	70	68
	3	89	78	70	63	87	77	69	63	73	67	61	71	65	60	68	63	59	57
	4	81	69	60	53	79	68	59	53	65	58	52	63	56	51	60	55	50	48
	5	75	62	52	46	72	60	52	45	58	50	45	56	49	44	54	48	43	41
	6	69	55	46	40	67	54	46	39	52	45	39	50	44	38	49	43	38	36
	7	64	50	41	35	62	49	41	35	47	40	34	46	39	34	44	38	34	32
	8	59	45	37	31	58	45	36	31	43	36	30	42	35	30	41	35	30	28
	9	55	42	33	28	54	41	33	28	40	32	27	39	32	27	37	31	27	25
	10	52	38	30	25	50	38	30	25	37	30	25	36	29	25	35	29	24	23

RC - Ceiling Cavity Reflectance RW - Wall Reflectance

ANSI/IES TM-30-18 Color Rendition Report

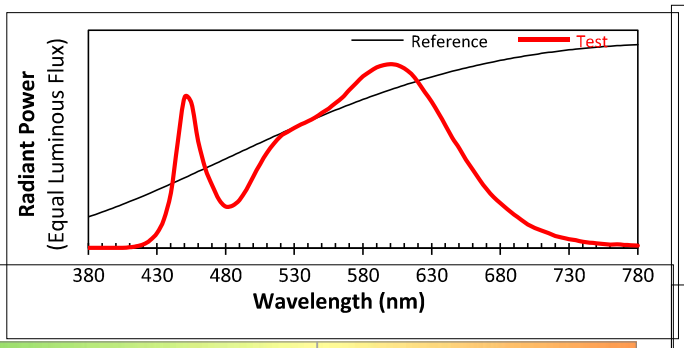
Notes: This is a recommended method for displaying ANSI/IES TM-30-18 information.

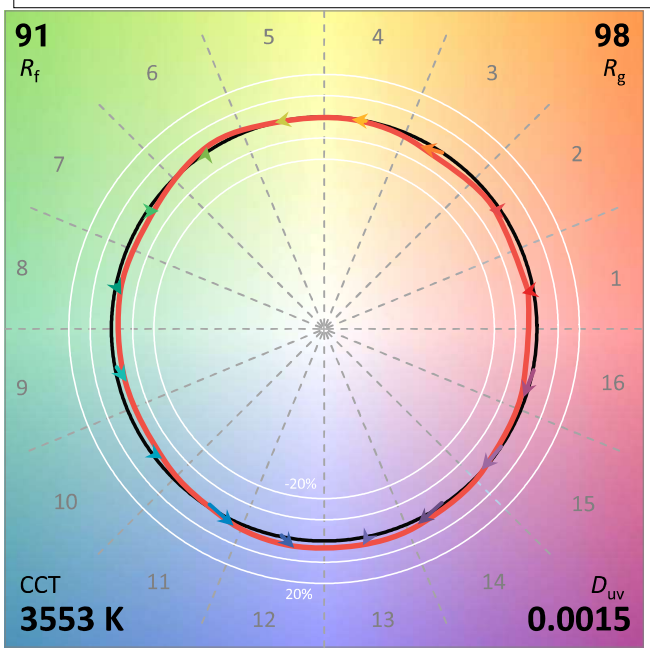
x	0.4039
y	0.3935
u'	0.2337
v'	0.5122

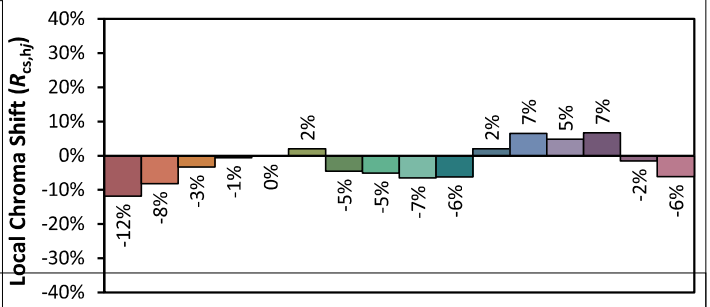
CIE 13.3-1995 (CRI)

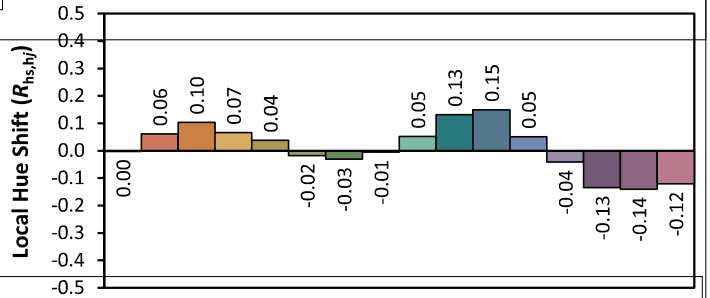
R_a	91
R_9	58

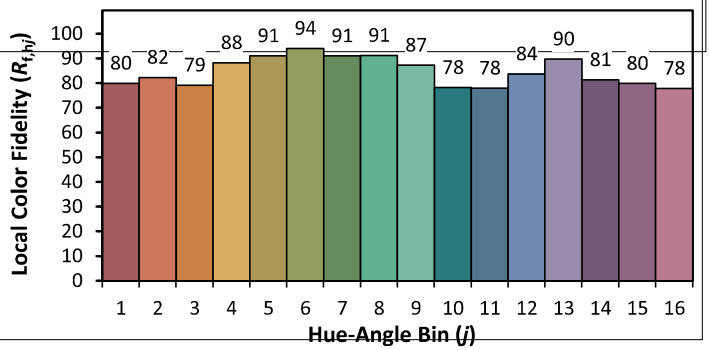
Colors are for visual orientation purposes only. Created with the ANSI/IES TM-30-18 Calculator Version 2.00.

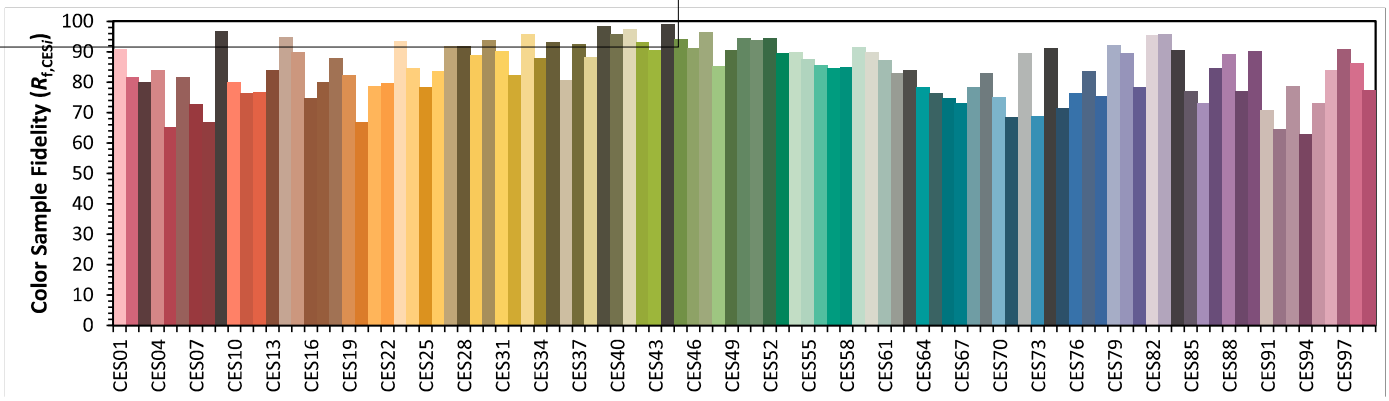










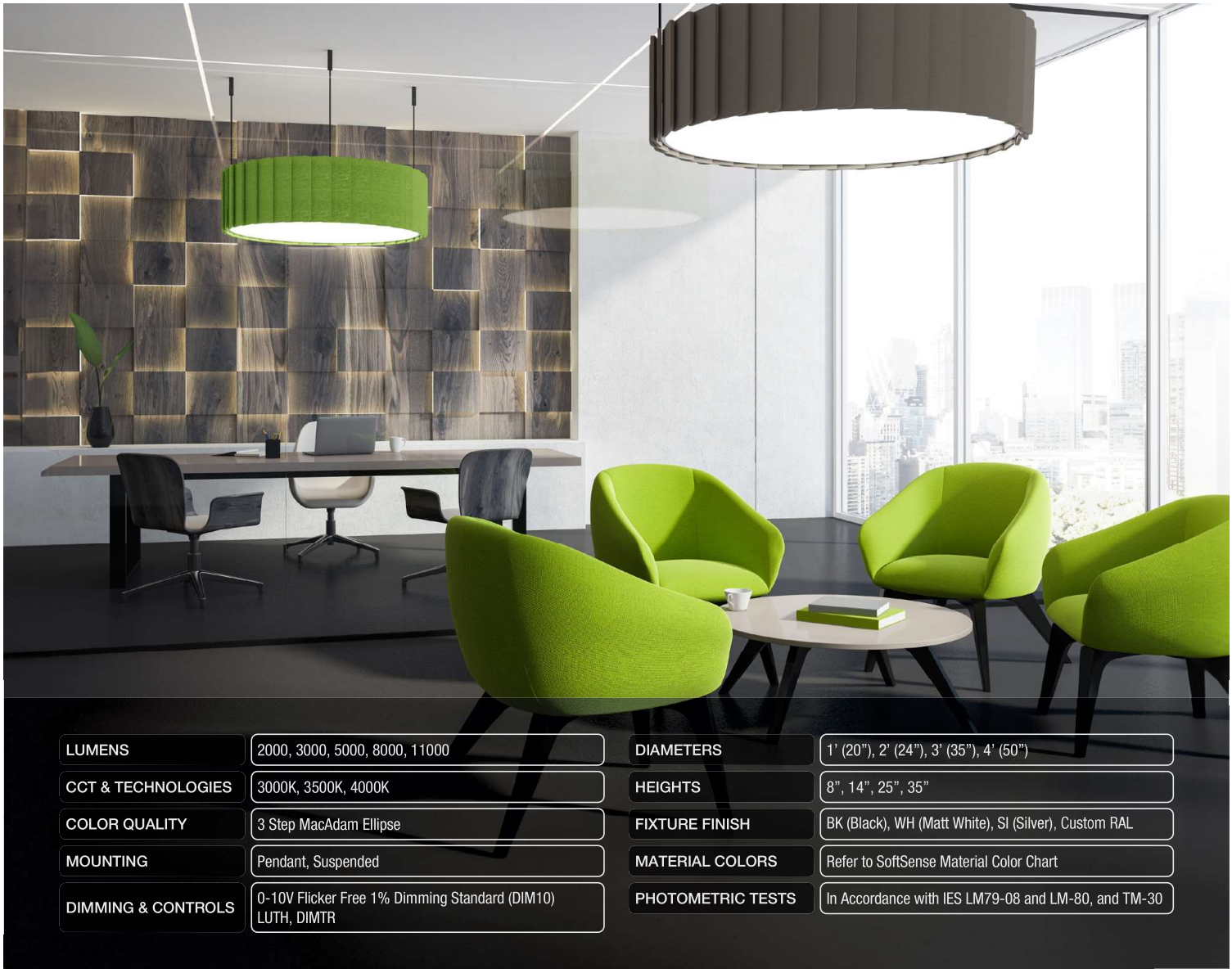


1- Luminaire will be shipped with Powerpacks pr e-installed, ready to be integrated to designated contol systems
2- Luminaire will be shipped with Sensorsinstalledon the luminaire, allowing for individual luminaire control. Luminaires will be ready to be integrated with designated control systems
3- Luminaire will be shipped with Sensors to be remotely installed on the ceiling. Luminaires will be ready to be integrated with designated cont rol systems

BRAND	LUTRON	enlighted	LEVITON	ENCELIUM	PHILIPS EasySense	legrand®	NX LIGHTING CONTROLS
CONTROL UNIT	❑ FCJS-010 Lutron Vive 0-10V Individual Pow Pak (Luminare is shipped Vive Enabled) [14] ❑ FCJS-ECO Lutron Vive Eco-system Pow Pak (Luminare is shipped Vive Enabled)	❑ CU-4E-FMH Fixture Mount Control Unit [15]	❑ ZL027 –N0W Intellect Power Control Module [16]	❑ EN-WCM2-ZB-DR Wireless Control Module [17]	❑ XITANIUM SR LED DRIVER The Philips Advance Xitanium SR LED driver [18]	❑ LMFC-011 ON/ OFF/0-10V dimming fixture controller [19]	❑ NXFM-1R2D-0-UNV NX Fixture Module, Offset, 1 Relay, 2 0-10V Dimming Channels, 120-347VAC, Blue
	❑ A-WN-D01-RF-WH Athena wireless node (RF only) (White) ❑ A-WN-D01-OCC-WH Athena wireless node with sensor (White)		❑ ZL027 –DLE Intellect Power Control Module [16]	❑ EN- ALC-ZB-BK-DR Wireless Area Lighting Control Module [17]		❑ FS-PP-V2 FS-PP Fixture Integrated Sensor Power Pack [19] ❑ LMFS-601 Integrated Fixture Sensor & Controller	
INTEGRATED OCCOPANCY& DAYLIGHT SENSOR	❑ DFCSJ-OEM-OCC Clear Connect (RF) and Occupancy/ Daylight Sensing [2]	❑ SU-5E-IoT IoT Node Micro Sensor ❑ SU-5E-CL Connected Micro Sensor ❑ SU-5E-IL Indipendent Micro Sensor ❑ SU-5S-H(IoT/CL/IL) Serface Mount Sensor **(Must be Specified with CU-4E-FMH Control Unit)** [2]	❑ ZL00J -T0W Intellect Intelligent Fixture Control System [2] ❑ ZL00J-D0W Intellect Intelligent Fixture Control System [2]	❑ EN-CLM-PIR-DD-ZB SensiLUM™ Wireless Integrated Sensor ❑ ZBHA-CLM-DIM-ENC Connected Lighting Module DIM [2]	❑ SNS 212 EasyAir Daylight and Occupancy sensor ❑ SNS300 SNS300 for networks [2]	❑ FD-301 Fixture integrated Daylight Dimming Sensor [2] ❑ FS-205 Fixture integrated passive infrared occupancy sensor [2]	❑ NXRM HubbNETTM Radio Module ❑ NXSMP2-OMNI Integrated Fixture Sensor & Controller ❑ NXSMP2-LMI Integrated Fixture Sensor & Controller
*WIRELESS OCCUPANCY SENSOR	❑ LRF2-OCR2B-P-WH Ceiling mount360° ,occupancy/vacancy sensor [3]	N/A	N/A	❑ EN-SCPPH-1500-ZB Wireless Passive Infrared Occupancy and Photo Sensors [3]	N/A	❑ LMDC-100 Dual technology PIR Ceiling Mount Occupancy Sensor [3]	❑ NXSMP2-SMI NX Slide Mount Indoor Sensor Module
*WIRELESS DAYLIGHT SENSOR	❑ LRF2-DCRB-WH Ceiling-mount daylight sensor [3]	N/A	N/A	❑ EN-SCPPH-1500-ZB Wireless Passive Infrared Occupancy and Photo Sensors [3]	N/A	❑ LMLS-400 Single zone switching and dimming digital photosensor [3]	❑ LUXSTATLS Luxstat Light Sensor for Luxstat Control Modules, 3 to 6000 FC
*WIRELESS OCCUPANCY & DAYLIGHT SENSOR	N/A	❑ SU-5E-IoT IoT Node Micro Sensor ❑ SU-5E-CL Connected Micro Sensor ❑ SU-5E-IL Indipendent Micro Sensor ❑ SU-5S-H(IoT/CL/IL) Serface Mount Sensor **(Must be specified with CU-4E-FMH Control Unit)** [3]	❑ ZL00J -T0W Intellect Intelligent Fixture Control System ❑ ZL00J-D0W Intellect Intelligent Fixture Control System **(Must be specified with ZL027-N0W and ZL00J-D0W Control unit)** [3]	❑ EN-CLM-PIR-DD-ZB SensiLUM™ Wireless Integrated Sensor ❑ ZBHA-CLM-DIM-ENC Connected Lighting Module DIM **(Must be specified with EN-WCM2-ZB-DR or EN- ALC-ZB-BK-DR Control Unit)** [3]	❑ SNS212-CMP SNS-212 for Grouping [3]	N/A	❑ NXSMDT Indoor Ceiling Mount Sensor - OMNI
ACCESSORIES	N/A	❑ TMC-SU-5E Tile Mount Carrier ❑ CBL-5E-CU4-30N 30 Iinch Sensor cable for CU-4 and IoT Ready ❑ CBL-5E-CU4-7F 7 Foot sensor cable for CU-4 and IoT Ready Driver	N/A	N/A	N/A	N/A	N/A
NOTES	4- Luminaire will be compatible with LUTRON LRF2-OCR2B-PWH Ceiling mount 360deg occupancy/vacancy sensor & LRF2-DCRB-WH ceiling mount daylight sensor Sensors must be orderd through Lutron	5- Luminaire will be compatible with ENLIGHTED SU-5E-IoT, SU-5E-CL, SU-5E-IL, SU-5SH, Sensors	6- Luminaire will be compatible with LEVITON I ntellect APP & Keypad room controller	7- Luminaire will be compatible with EN-SCPPH-1500-ZB Wireless passive infrared occupancy and photo sensor	8- Luminaire will be compatiable with philips field and wireless switch	9- Luminaire will be compatiable with DLM Room control system LMPB-100. . Sensors must be orderd through Legrand.	N/A

OPR-RHAPSODY-SOFT-TURBINE

SoftSense LED Pendant Series



LUMENS	2000, 3000, 5000, 8000, 11000	DIAMETERS	1’ (20”), 2’ (24”), 3’ (35”), 4’ (50”)
CCT & TECHNOLOGIES	3000K, 3500K, 4000K	HEIGHTS	8”, 14”, 25”, 35”
COLOR QUALITY	3 Step MacAdam Ellipse	FIXTURE FINISH	BK (Black), WH (Matt White), SI (Silver), Custom RAL
MOUNTING	Pendant, Suspended	MATERIAL COLORS	Refer to SoftSense Material Color Chart
DIMMING & CONTROLS	0-10V Flicker Free 1% Dimming Standard (DIM10) LUTH, DIMTR	PHOTOMETRIC TESTS	In Accordance with IES LM79-08 and LM-80, and TM-30

“Rhapsody” family consists of acoustic pendant or suspended fixtures. The luminaire’s simple, classic look provides light over any environment and the added acoustic feature makes it suitable for any design application such as schools, boardrooms, office areas, hotels, lobbies, restaurants, etc.

Turbine - Elevate your space with this design's angled blades, delivering a clean and sophisticated look that seamlessly complements any environment with its variety in sizes and colors.

PROUDLY ASSEMBLED in AMERICA

c UL us LISTED

DAMP LOCATION

5 YEARS LIMITED WARRANTY

CERTIFIED RECYCLED CONTENT

Due to the changes of constant improvement in LED technology, all d
are subject to change without notice. Consult factory for up to date information.

OPTICS & PERFORMANCE
The light engines found in the OPR-LED-Rhapsody are rated at 85+ CRI and are available in multiple CCTs: 3000K, 3500K, and 4000K. Rated and tested to LM-79, LM-80, and TM-30 standards. The LEDs are also binned to a 3-step MacAdam ellipse to achieve consistent color from fixture to fixture.

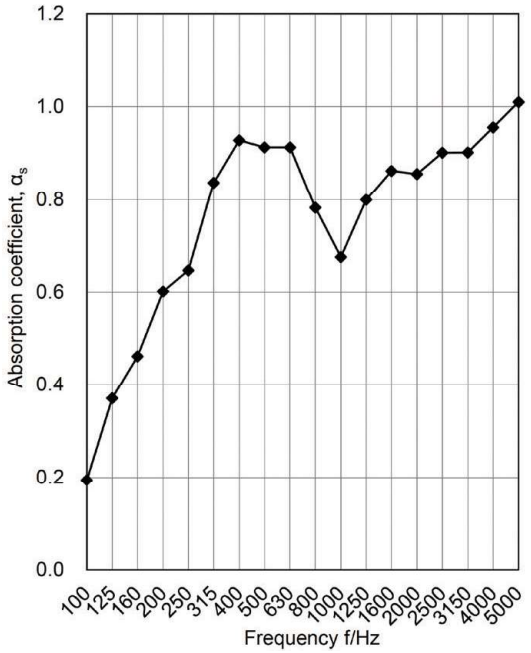
CONSTRUCTION
PET material wrapped around rigid steel design that ensures longevity and endurance. A high quality, high transmission PMMA glare free lens offers smooth illumination.

ACOUSTIC MATERIAL - *9mm / 0.35" Thickness*
Our panels come in 4' x 8' and are made from 100% polyethylene terephthalate (PET), with 50% post-consumer recycled material. PET is a moisture resistant green product with no added chemicals, binders, adhesives or dyes.

ACOUSTIC PANEL PERFORMANCE - *4' x 8' Panels*
Acoustic performance of specific fixture / product will greatly vary based on mounting, installation, and configuration in a space.

Noise Reduction Coefficient (NRC) - 0.75
Weighted Sound Absorption Coefficient - a_w = 0.85

NRC is a widely used standard to test sound absorption for 2-dimensional objects. It is the average absorption coefficient obtained from four key 1/3 octave frequencies: 250, 500, 1000, 2000 Hz.



DRIVER ELECTRICAL INFORMATION
Powered by high-quality constant-current power LED drivers which are rated for 50 to 60Hz at 120-277V input, produce less than 20% THD, and have a power factor of .90 to 1.00. OPR-LED-Rhapsody comes standard with 0-10V dimming on either 120V-277V. For 347V, please consult factory. Consult factory for dimmer compatibility.

DIMMING
DIM10 - Flicker Free 1% Dimming Standard (DIM10) 0-10V dimming on either MVOLT 120, 277 or 347V.
DIMTR - Triac & Electronic low voltage dimming. Available in 120V.
LUTH - Lutron LDE1 Hi-Lume Eco System. 1% dimming with Soft in Fade to Black dimming technology.

MOUNTING
Comes standard in adjustable cable suspension system providing fast installation into a variety of interior heights, including sloped ceilings.
Also available in pendant mount.

WARRANTY
Limited five-year warranty.

LISTINGS
c-UL-us - Listed for Feed Through Wiring.
All LED luminaires are rated and tested to LM-79 and LM-80 standards by an independent laboratory.
UL Listed for Damp location

QUALITY CONTROL
Every fixture is rigorously tested by our QC Department before shipping.

MAINTENANCE
Acoustic material can be cleaned with a clean, soft, lint-free cloth or a vacuum.

OPTIONS
Available without light source.

WEIGHT - *acoustic only, +/- 1lbs*
1' - 8 inches - **3lbs**
2' - 8 inches - **4lbs**
3' - 35 inches - **33lbs**
4' - 14 inches - **18lbs**

LUMEN DETAILS
Based on 4000K, 85+ CRI.
Actual wattage may vary +/- 5%

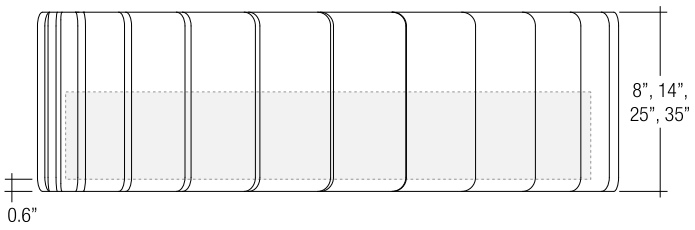
	DIRECT	
SIZE	LUMENS	WATTS
4 ft.	11000	175
3 ft.	8000	111
2 ft. / 3 ft.	5000	79
2 ft.	3000	46
1 ft.	2000	38

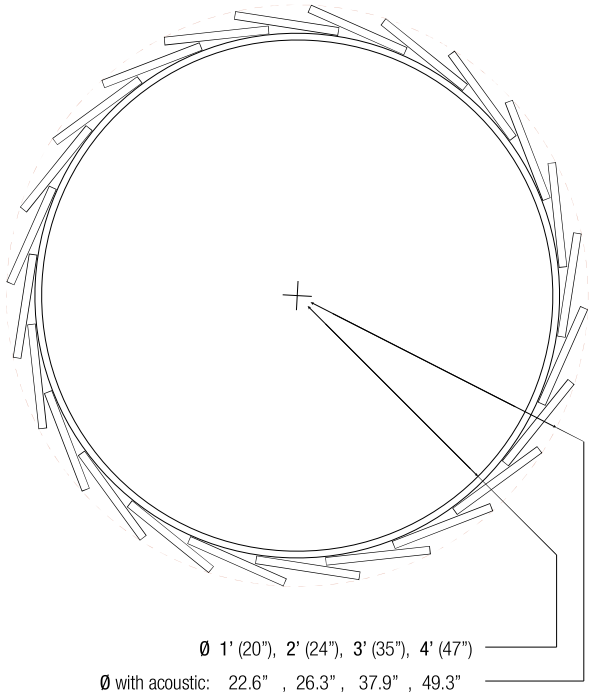
Example: **OPR-RHAPSODY-SOFT-TURBINE-8IN-2-3000L-DIM10-MVOLT-40K-85-WH-SM-GRN**

OPR-RHAPSODY-SOFT												GRN	
SERIES	STYLE	HEIGHT	SIZE	DIRECT LUMENS	DIMMING	VOLTAGE	CCT	CRI	EMERGENCY (remote only)	FINISH	MOUNTING OPTIONS	COLOR	2ND COLOR (optional dual color)
OPR-RHAPSODY-SOFT SoftSense LED Pendant	**TURBINE** - Turbine	**8IN** - 8 in. **14IN** - 14 in. **25IN** - 25 in. **35IN** - 35 in. **XXIN**[1] - custom	**1** - 1.5 ft.	**2000L** - 2000 Lumens **NLS**[2] - no light source	**DIM10** - 0-10V Dimming **LUTH** - Lutron HiLumen **DIMTR**[3] - Triac Dimming	**120** **277** **MVOLT** **347**[4]	**30K** - 3000K **35K** - 3500K **40K** - 4000K	**85** **90+**	**0-EMG-LED-10W** **0-EMG-LED-20W** **0-EMG-LED-10W-SDT** **0-EMG-LED-20W-SDT**	**WH** - Matte White **BK** - Black **SI** - Silver **RAL**[1] - custom color	**SM** - Suspended Mount up to 9 ft. **PM12** - Pendant Mount up to 12 in. **PM18** - Pendant Mount up to 18 in. **PM24** - Pendant Mount up to 24 in. **PM36** - Pendant Mount up to 36 in. **PM48** - Pendant Mount up to 48 in.	refer to SoftSense material color chart for options example: **GRN** - Green *2nd color option will create a fixture with alternating colors, example: GRN-PUR - alternating Green and Pure*	2ND COLOR
			2 - 2 ft.	**3000L** - 3000 Lumens **5000L** - 5000 Lumens **NLS**[2] - no light source									
			3 - 2.8 ft.	**5000L** - 5000 Lumens **8000L** - 8000 Lumens **NLS**[2] - no light source									
			4 - 4 ft.	**11000L** - 11000 Lumens **NLS**[2] - no light source									
			CUS[1] - custom[1]	**NLS**[2] - no light source									

1 Consult Factory
2 No Light Source, please skip to "Mounting Option"
3 DIMTR available only in 120V
4 347V only available with DIM10

DIMENSIONS





NLS - No Light Source



DUAL COLOR EXAMPLE: **GRV-STN**



Declare.
Label Pending

SOFTSENSE MATERIAL COLOR CHART

Panel Thickness: 9 mm / 0.35" (+/- 0.5 mm)

ASTM E84-16 Fire Rated*

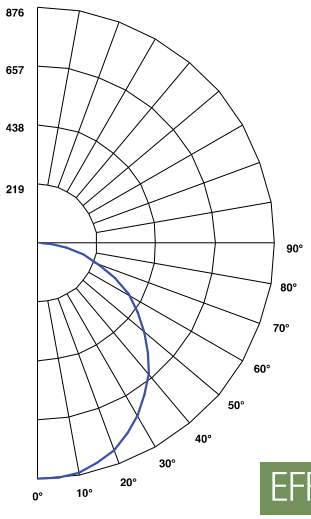


[1]quick ship available for any color depending on order quantity. Please consult factory.
*all colors are ASTM E84-16 fire rated, select colors are available as Class A

OPR-RHAPSODY-SOFT-TURBINE-8IN-1-2000L-DIM10-MVOLT-40K-WH

WATTAGE: **31.2** LUMENS: **2334** TOTAL LUMINAIRE EFFICACY: **75**

Candle Power Distribution (Candelas)



Zonal Lumens Summary

Zone	Lumens		%Fixt
0-30°	666.24	28.60	
0-40°	1079.87	46.30	
0-60°	1873.13	80.40	
0-90°	2334.48		100.00
0-180°	2334.48		100.00

Luminance Data (cd/sq.m)

Angle In Degrees	Average 0°	Average 45°	Average 90°
45°	654	684	699
55°	613	653	674
65°	552	609	639
75°	436	526	576
85°	198	375	468

Candela Tabulation

	0	45	90
0	874.308	874.308	874.308
5	871.110	875.100	876.270
15	830.240	841.570	847.070
25	756.450	773.540	782.400
35	657.480	678.950	690.060
45	540.680	565.040	577.900
55	410.990	437.700	451.830
65	272.610	300.840	315.720
75	131.830	159.130	174.180
85	20.120	38.190	47.640
90	1.060	6.030	12.550

Spacing Criteria

0-180	:	**1.22**
90-270	:	**1.26**
Diagonal	:	**1.34**

EFFICACY: **75 LM/W**

Coefficients of Utilization - Zonal Cavity Method
Effective Floor Cavity Reflectance 20% = PF

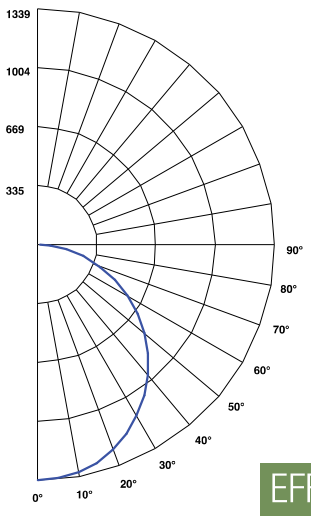
ROOM CAVITY RATIO	RC	80%			70%				50%			30%			10%		0%
	RW	70%	50%	30%	70%	50%	30%		50%	3	10%	50%	3	10%	50%	3	10%	0%
	0	119	119	119	116	116	116	116	111	111	111	107	107	1	102	1	102	100
	1	109	104	100	96	106	102	98	9	98	9	92	9	91	8	90	8	86	84
	2	99	9		79	97	89	8	78	86	81	7	83	7	74	80	76		
	3	91	8		66	88	79	7	65	76	69	6	73	6	63	70	66		
	4	83	7		56	81	70	6	55	67	60	5	65	5	54	63	58		
	5	76	6		48	74	63	5	48	60	53	4	58	5	47	57	51		
	6	71	5		42	69	56	4	42	55	47	4	53	4	41	51	45		
	7	66	5		37	64	51	4	37	50	42	3	48	4	37	47	41		
	8	61	4		33	59	47	3	33	46	38	3	44	3	33	43	37		
	9	57	4		30	56	43	3	30	42	35	3	41	3	30	40	34		
	10	54	4		27	52	40	3	27	39	32	2	38	3	27	37	31		

RC - Ceiling Cavity Reflectance RW - Wall Reflectance

OPR-RHAPSODY-SOFT-TURBINE-8IN-2-3000L-DIM10-MVOLT-40K-WH

WATTAGE: **50.1** LUMENS: **3637** TOTAL LUMINAIRE EFFICACY: **73**

Candle Power Distribution (Candelas)



Zonal Lumens Summary

Zone	Lumens		%Fixt
0-30°	1024.69	28.20	
0-40°	1665.31	45.90	
0-60°	2910.37	80.10	
0-90°	3637.28		100.00
0-180°	3637.28		100.00

Luminance Data (cd/sq.m)

Angle In Degrees	Average 0°	Average 45°	Average 90°
45°	1062	1042	1019
55°	1024	1000	965
65°	972	939	883
75°	883	835	732
85°	691	593	379

Candela Tabulation

	0	45	90
0	1338.653	1338.653	1338.653
5	1334.080	1329.570	1327.120
15	1284.940	1275.520	1268.150
25	1185.460	1172.340	1160.730
35	1046.610	1031.180	1015.600
45	877.290	861.030	841.900
55	686.220	670.230	646.730
65	480.050	463.930	436.060
75	267.030	252.570	221.320
85	70.410	60.370	38.580
90	13.520	7.850	1.660

Spacing Criteria

0-180	:	**1.26**
90-270	:	**1.22**
Diagonal	:	**1.36**

EFFICACY: **73 LM/W**

Coefficients of Utilization - Zonal Cavity Method
Effective Floor Cavity Reflectance 20% = PF

ROOM CAVITY RATIO	RC	80%			70%				50%			30%			10%		0%
	RW	70%	50%	30%	70%	50%	30%		50%	3	10%	50%	3	10%	50%	3	10%	0%
	0	119	119	119	116	116	116	116	111	111	111	107	107	1	102	1	102	100
	1	109	104	100	96	106	102	98	9	98	9	92	9	91	8	90	8	86	84
	2	99	9		79	97	89	8	78	86	81	7	82	7	74	79	76		
	3	91	8		66	88	79	7	65	76	69	6	73	6	63	70	66		
	4	83	7		56	81	70	6	55	67	60	5	65	5	54	63	57		
	5	76	6		48	74	62	5	48	60	53	4	58	5	47	56	51		
	6	71	5		42	69	56	4	42	54	47	4	53	4	41	51	45		
	7	65	5		37	64	51	4	37	50	42	3	48	4	36	47	41		
	8	61	4		33	59	47	3	33	45	38	3	44	3	33	43	37		
	9	57	4		30	55	43	3	30	42	35	2	41	3	29	40	34		
	10	53	4		27	52	40	3	27	39	32	2	38	3	27	37	31		

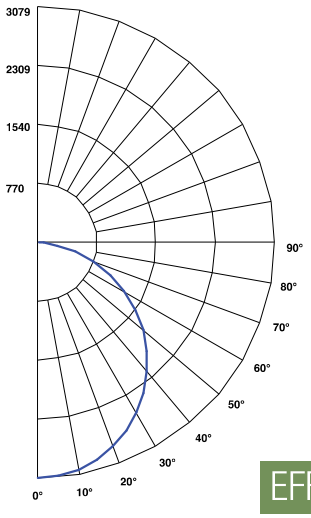
RC - Ceiling Cavity Reflectance RW - Wall Reflectance

05.29.24

OPR-RHAPSODY-SOFT-TURBINE-8IN-3-8000L-DIM10-MVOLT-40K-WH

WATTAGE: **119.5** LUMENS: **8694** TOTAL LUMINAIRE EFFICACY: **73**

Candle Power Distribution (Candelas)



Zonal Lumens Summary

Zone	Lumens		%Fixt
0-30°	2384.22	27.50	
0-40°	3901.76	44.90	
0-60°	6891.74	79.40	
0-90°	8693.56		100.00
0-180°	8693.56		100.00

Luminance Data (cd/sq.m)

Angle In Degrees	Average 0°	Average 45°	Average 90°
45°	2426	2366	2364
55°	2306	2221	2223
65°	2088	1968	1978
75°	1647	1453	1476
85°	613	414	431

Candela Tabulation

	0	45	90
0	3079.291	3079.291	3079.291
5	3063.680	3054.940	3054.260
15	2941.650	2919.930	2918.020
25	2717.110	2682.140	2680.090
35	2399.560	2356.800	2354.480
45	2004.920	1954.650	1953.700
55	1545.840	1488.600	1490.240
65	1031.270	972.110	976.750
75	498.160	439.410	446.380
85	62.480	42.180	43.860
90	4.340	4.690	4.670

Spacing Criteria

0-180	:	1.24
90-270	:	1.24
Diagonal	:	1.38

EFFICACY: **73 LM/W**

Coefficients of Utilization - Zonal Cavity Method
Effective Floor Cavity Reflectance 20% = PF

RC	80%			70%			50%			30%			10%		0%
RW	70%	50%	30%	70%	50%	30%	50%	3	10%	50%	3	10%	50%	3	10%	0%
0	119	119	119	116	116	116	116	111	111	111	107	107	1	102	1	102	100
1	109	104	100	96	106	102	98	9	98	9	92	9	91	8	90	8	86	84
2	99	9		78	96	89	8	77	85	80	7	82	7	74	79	75		
3	90	8		65	88	78	7	64	75	69	6	72	6	62	70	65		
4	83	7		55	80	69	6	55	67	60	5	64	5	53	62	57		
5	76	6		47	74	62	5	47	60	52	4	58	5	46	56	50		
6	70	5		41	68	56	4	41	54	46	4	52	4	40	51	45		
7	65	5		36	63	51	4	36	49	41	3	48	4	36	46	40		
8	60	4		32	59	46	3	32	45	37	3	44	3	32	42	36		
9	57	4		29	55	42	3	29	41	34	2	40	3	29	39	33		
10	53	4		26	52	39	3	26	38	31	2	37	3	26	36	30		

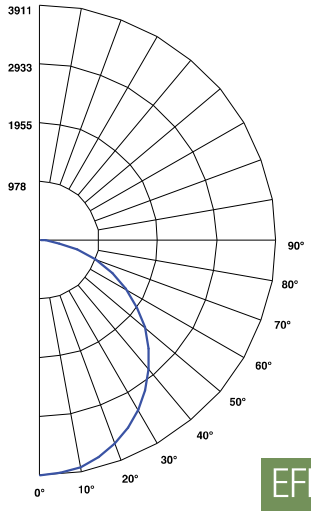
ROOM CAVITY RATIO

RC - Ceiling Cavity Reflectance RW - Wall Reflectance

OPR-RHAPSODY-SOFT-TURBINE-8IN-4-11000L-DIM10-MVOLT-40K-WH

WATTAGE: **152.8** LUMENS: **11041** TOTAL LUMINAIRE EFFICACY: **72**

Candle Power Distribution (Candelas)



Zonal Lumens Summary

Zone	Lumens		%Fixt
0-30°	3027.96	N.A.	27.40
0-40°	4955.24	N.A.	44.90
0-60°	8752.51	N.A.	79.30
0-90°	11040.82	N.A.	100.00
0-180°	11040.82	N.A.	100.00

Luminance Data (cd/sq.m)

Angle In Degrees	Average 0°	Average 45°	Average 90°
45°	3082	3004	3003
55°	2929	2821	2824
65°	2652	2500	2512
75°	2092	1845	1874
85°	779	526	547

Candela Tabulation

	0	45	90
0	3910.700	3910.700	3910.700
5	3890.874	3879.774	3878.910
15	3735.895	3708.311	3705.885
25	3450.730	3406.318	3403.714
35	3047.441	2993.136	2990.190
45	2546.248	2482.405	2481.199
55	1963.217	1890.522	1892.605
65	1309.713	1234.580	1240.472
75	632.663	558.051	566.903
85	79.350	53.569	55.702
90	5.512	5.956	5.931

Spacing Criteria

0-180	:	1.24
90-270	:	1.24
Diagonal	:	1.38

EFFICACY: **72 LM/W**

Coefficients of Utilization - Zonal Cavity Method
Effective Floor Cavity Reflectance 20% = PF

RC	80%			70%			50%			30%			10%		0%
RW	70%	50%	30%	70%	50%	30%	50%	3	10%	50%	3	10%	50%	3	10%	0%
0	119	119	119	116	116	116	116	111	111	111	106	106	1	102	1	102	100
1	109	104	100	96	106	102	98	9	98	9	91	9	91	8	90	8	86	84
2	99	9		78	96	89	8	77	85	80	7	82	7	74	79	75		
3	90	8		65	88	78	7	64	75	69	6	72	6	62	70	65		
4	83	7		55	80	69	6	55	67	59	5	64	5	53	62	57		
5	76	6		47	74	62	5	47	60	52	4	58	5	46	56	50		
6	70	5		41	68	56	4	41	54	46	4	52	4	40	51	45		
7	65	5		36	63	51	4	36	49	41	3	48	4	36	46	40		
8	60	4		32	59	46	3	32	45	37	3	44	3	32	42	36		
9	56	4		29	55	42	3	29	41	34	2	40	3	29	39	33		
10	53	4		26	52	39	3	26	38	31	2	37	3	26	36	30		

ROOM CAVITY RATIO

RC - Ceiling Cavity Reflectance RW - Wall Reflectance

05.29.24

Due to the changes of constant improvement in LED technology, all d
are subject to change without notice. Consult factory for up to date information.

OSHKOSH Door Company

Right product. Right place. Right time.

GP
5-Ply Particleboard Core



Standard Duty* *(unblocked)*	*** Heavy Duty or Extra Heavy Duty with Blocking**
Industry Performance Standards	WDMA IS.1.A13 & AWS Edition 2 (rev. 2019), (WI)NAAWS 3.1
Thickness	1-¾", 2", 2-¼" • 1-$^{3}/_{8}$" (max size 1-$^{3}/_{8}$" 3^{0} X 7^{0} & 6^{0} X 7^{0} pair)
Maximum Sizes	Single 4^{0} x 10^{0} Pairs 8^{0} x 10^{0} (regular or DE pair)
Core	Particleboard complies with ANSI A208.1 grade 1 – LD- 2 (33 lb.)
Stiles	Matching veneer, HPL or PVC over Structural Composite Lumber (SCL), optional solid wood stiles available
Rails	Structural Composite Lumber (SCL), optional oversized rails available
Faces	Domestic & exotic veneer species, MDO, HPL and 3-ply HDF
Crossband	Engineered wood product
Core Assembly	Stiles & rails securely bonded to core
Face Assembly Adhesive	Faces & crossbands hot-pressed to core with Type I glue
Warranty	Interior Use - Life of installation High Gloss Finish/ Exterior Use - No Warranty *See complete warranty for details.
Labeling	20 Minute Rating: 1-¾" thick or thicker doors Subject to ASTM E-152 and Intertek Testing Services (Warnock Hersey) Negative or Positive Pressure
Special Details	Machining for template hardware, lights, louvers, dutch doors, special blocking, & applied moldings. Refer to specific technical sheets for details and limitations. * Louvers not allowed with 20 minute rating
Factory Finish	WDMA TR-8/AWS System 9 (UV Cured Acrylated Polyurethane) • Clear • Standard color selections • Custom color matching available • Priming for field painting
Acoustic Rating	STC 31 (operable unit) when installed with appropriate gasketing, 1-¾" only
Sustainability	• LEED v3 Credit: MR 4 Recycled Content (core 46% pre-consumer, 0% post-consumer) • LEED v4 Credit: MR Sourcing and EPD, EQ Low Emitting Material and Acoustic Performance • CARB (California Air Resources Board) compliant, ULEF • TSCA Title VI compliant • Greenguard and Greenguard Gold certification

Oshkosh Door Company reserves the right to change design and/or details of its products without notice.

PROJECT:	
SUBMITTED BY:	
DATE:	
NOTES:	

SL-BLFT2-6-SC

Flat Track Sliding Door Hardware — Side Mount Hanger

PRODUCT CUT SHEET

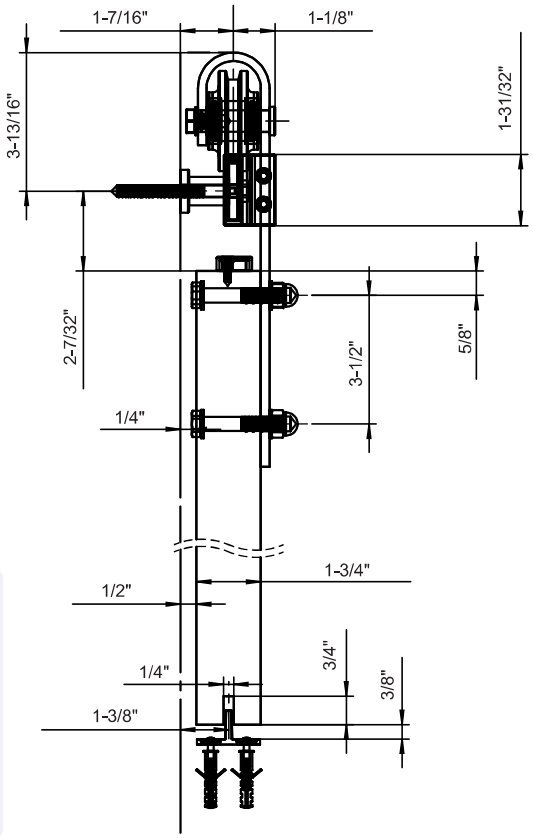
Flat Track System –
Track Length 72"

- Fits 1⅜" to 1¾" Thick Door Panel
- Black Powder Coated Steel
- Side Wall Mounted Track
- Nylon Wheels for Smooth Operation
- For Sliding Doors up to 176 lbs. Each
- Meets ADA Push Force Requirements
- 5-Year Warranty
- Order Two Sets for Bi-Parting Applications
- Soft Close / Open Hardware is Included for Both Directions in Addition to the SL-BLFT2-6-SC Complete Kit Contents

Complete Kits Include:

(1) **Track**
(2) Soft Close Devices
(2) Hangers
(2) Door Stops
(1) Floor Guide

SL-BLFT2-6-SC includes:
(5) Wall Attachments





NGP-SLI-SL-BLFT2-6-SC-PCS-0324-A

NATIONAL GUARD PRODUCTS, INC.

MEMPHIS
4985 East Raines Road
Memphis, TN 38115

CARSON CITY
3689 Arrowhead Drive
Carson City, NV 89706

Fax: (800) 255-7874
Email: info@ngp.com

Quotes: quotes@ngp.com
Orders: orders@ngp.com

ngp.com
1-800-NGP-RUSH

Dr. Saide Recreation Center Reconfiguration
Contract No. 2025085, DO #1
Willmeng Construction, Inc.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/05/24	**AGENDA ITEM:** 4.I. WR - NO-DES Inc. Contract for Materials and Services
DATE PREPARED: 10/31/24	**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 the Contract for Materials and Services (No. 2025181) between the City of Buckeye, an Arizona municipal corporation, and NO-DES Inc., a New Mexico corporation; and authorizing the City Manager to execute and deliver said Contract on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:
Flushing of the city's distribution system is a maintenance function mandated by the EPA that removes stagnant water, restores disinfectant residuals, removes loose deposits, cleans pipe surfaces, reduces water age, and decreases water quality complaints. Conventional flushing methods waste the flushed water onto the ground. The water is not recovered. The NO-DES flushing method uses a filtered looping method that cleanses the flushed water and loops it back into the distribution system, so no water is wasted. The city used this method last year and in FY20. The result of those services was a savings of over 1000 acre-feet (AF) of water. It is now time to perform the flushing in the Miller Park, Blue Hills, Sunset Point, Sunset Vista, and Buckeye 320 (Santerra) neighborhoods, and the city wishes to use the same water-saving, NO-DES method for a total cost of $400,000.00.

BENEFITS:
Maintain compliance with EPA standards while saving water and ensuring customer satisfaction.

FUTURE ACTION:
None

FINANCIAL IMPACT STATEMENT:
The cost of this year's services will be $400,000.

CURRENT FISCAL YEAR TOTAL COST:
$400,000

BUDGETED:
Yes

FISCAL YEAR:
FY25

FUND/DEPARTMENT:
40003350-521514

Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

Buckeye NO-DES Sole Source Letter 2024.pdf
City of Buckeye NO-DES Not to Exceed Letter 2024.pdf
4I Contract with NODES.pdf

NO-DES, Inc.
1860 Bosque Farms Blvd,
Bosque Farms, NM 87068

Ramon Valencia
City of Buckeye
Distribution North Supervisor
21749 West Yuma Road Ste #107
Buckeye, AZ 85326

July 1st, 2024

Prepared by Chris Wilkinson
President NO-DES, Inc.

NO-DES Patented Water Main Flushing Method and Process
Sole-Source Declaration

NO-DES Patented Water Main Flushing Technology is a one-of-a-kind water main flushing process with no competitors, and no other similar flushing methods available for commercial use! The NO-DES process for flushing distribution systems was patented by Chris Wilkinson, to enable public and private water municipalities to clean potable drinking water mains while conserving their water supplies and improving water quality.

US Patent # 6,627,089 B1

NO-DES is a sole-source patented manufacturing and service technology and the sole source contract operator for this technology.

Sincerely,

Chris Wilkinson
President
NO-DES, Inc.
wilkinson@no-des.com
(559) 799-8415

NO-DES, Inc.
1860 Bosque Farms Blvd,
Bosque Farms, NM 87068

Ramon Valencia
City of Buckeye
Distribution North Supervisor
21749 West Yuma Road Ste #107
Buckeye, AZ 85326

July 1st, 2024

We hereby propose and agree to the NO-DES contract flushing unit upon your acceptance of this proposal:

Standard NO-DES flushing process includes 1 NO-DES unit operated by 2 NO-DES employees and all necessary equipment to perform the flushing operations in normal potable water distribution system. For the Total Sum of not to exceed..... $400,000.00

This proposal's price is based on the NO-DES 2024-2025 year pricing. The price shall be valid until Dec 31st, 2024. If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

Sincerely,

Chris Wilkinson
President
NO-DES, Inc.
wilkinson@no-des.com
(559) 799-8415

CONTRACT FOR MATERIALS AND SERVICES
FOR THE CITY OF BUCKEYE

AND

NO-DES INC.,
Contract No. 2025181

This Contract is entered into this _____ by and between the City of Buckeye, an Arizona municipal corporation ("City"), and NO-DES Inc., a New Mexico corporation ("Contractor").

WHEREAS, the City desires to receive, and Contractor is able to provide services;

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Standard Terms and Conditions: The City of Buckeye Standard Terms and Conditions, attached hereto as *Exhibit A* are hereby incorporated in this Contract by reference and shall apply to performance of this Contract, except to the extent modified by *Exhibit C* (Contractor's Fee Proposal).

2. Insurance: Contractor shall meet Insurance Requirements of the City as set forth in *Exhibit B* attached hereto and incorporated herein by reference.

3. Compensation: Payment to the Contractor for the materials and/or services provided not to exceed $400,000.00 including other fees and taxes, to be made in accordance with the price list and terms set forth in the Contractor's Proposal attached hereto as *Exhibit C* and incorporated herein by reference.

4. Scope of Work: Contractor shall provide the services generally described as follows: Water main flushing as more specifically described in *Exhibit C*.

5. Contract Term: The Contract shall be effective as of the date set forth below for approval and remain in effect until June 30, 2025.

6. Partial Award: The City reserves the right to make multiple awards or to award by (i) bid schedule, (ii) individual line item, (iii) by group of line items, or (iv) as a total, whichever is deemed in the best interest to the City.

7. Quantities; Non-Exclusive: Unless the solicitation states otherwise, the Contract

will be non-exclusive, and the City makes no guarantees as to the amount of products or services to be utilized from a Bidder. The City reserves the right to add or remove products or services during the term of the Contract.

8. Renewal: This Contract may be renewed or extended for up to two (2) additional one (1) one-year terms by mutual written consent of the parties. The City Manager, or his designee (the City's Chief Financial Officer) if applicable, shall have authority to approve renewal on behalf of the City.

9. Notice: Any formal notice required under this Contract shall be in writing and sent by certified mail and email as follows:

City: City Manager City of Buckeye 530 E Monroe Ave Buckeye AZ 85326	Contractor: NO-DES Inc 1860 Bosque Farms Blvd Bosque Farms, NM 87068
With a copy to: City Attorney City of Buckeye 530 E Monroe Ave Buckeye AZ 85326	With a copy to: NO-DES Inc 1860 Bosque Farms Blvd Bosque Farms, NM 87068

10. Authority: Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

11. Contract Controls. In the event of any inconsistency between this Contract and the Exhibits hereto, the documents shall govern in the following order: (1) This Contract for Materials and Services; (2) Exhibit A (standard terms); (3) Exhibit B (insurance); and (4) Exhibit C (contractor fee proposal).

12. Time is of Material Importance. Time is of material importance to each and every provision of this Contract.

[*signatures on following page*]

CITY	CONTRACTOR
THE CITY OF BUCKEYE, an Arizona municipal corporation Dan Cotterman, City Manager	NO-DES INC., a New Mexico corporation [signature] President [title]
RECOMMENDED: William Kauppi, Chief Financial Officer	
ATTEST: Lucinda Aja, City Clerk	
APPROVED AS TO FORM: K. Scott McCoy, City Attorney	

EXHIBIT A

STANDARD TERMS AND CONDITIONS

IN GENERAL

1. **NOTICE TO PROCEED:** Contractor shall not commence performance until after City has issued a Notice to Proceed or similar notice reasonably expected to notify Contractor to commence delivery of goods and/or services.

2. **LICENSES AND PERMITS:** Contractor, at its expense, shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and upon request provide copies to the City.

3. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.

4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non-exclusive and the City reserves the right to contract with others for materials or services.

5. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

6. **PURCHASE ORDERS:** The City will issue a purchase order(s) for the materials covered by the Contract, and such order will reference the City's Contract number.

7. **QUALITY:** Contractor warrants that all materials supplied under this Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials, and will be safe and appropriate for use as normally used. City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

8. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all associated costs arising from rejection.

9. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to City upon City's acceptance of the materials.

10. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Buckeye, 530 E. Monroe Avenue, Buckeye, Arizona 85326, unless otherwise specified by the City (the "point of delivery"). 'Cash-on-Delivery' (C.O.D.) shipments will not be accepted.

11. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery, and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

12. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City, which such approval will not be unreasonably withheld by the City.

13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor is not authorized to substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature shall constitute a breach of the contract. At the option of the City, Contractor shall deliver conforming materials, or services, in each installment or lot of the contract.

14. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

15. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens other than the security interest held by Contractor until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal written release of all liens.

16. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) 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 evidenced in writing and approved by the City Procurement Officer or designee prior to the institution of the change.

PAYMENT

17. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include City the Contract Number and/or Purchase Order number, and dates when goods were shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

18. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from **July 1** through the following **June 30**. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after **August 15** for materials or services supplied in the **prior** fiscal year.

19. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes (TPT), use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

20. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

21. **FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid unless the parties expressly agree to surcharges in writing.

22. **DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; and (b) when acceptable materials and/or materials were received by City.

23. **AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to City or fees and charges owed to City under this Contract.

24. **OFAC:** No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

SERVICES

25. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

26. **CONTROL:** Contractor shall be responsible for the control of the scope of work.

27. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

28. **SAFEGUARDING PROPERTY:** Contractor shall be responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.

29. **QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.

30. **ACCEPTANCE:** If work is rejected by the City due to noncompliance with the Contract, The City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

31. **WARRANTY:** Contractor warrants all work for a period of one (1) year following final acceptance by the City. Upon receipt of written notice from the City, Contractor, at its own expense, shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and

Contractor shall be liable for the costs. This one-year warranty is in addition to, and does not limit, Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

32. RECORDS: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

33. RIGHT TO INSPECT BUSINESS: The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

34. PUBLIC RECORDS: This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

35. [Reserved].

INDEMNIFICATION, INSURANCE

36. GENERAL INDEMNIFICATION: To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee, or agent 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, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

37. INSURANCE: Contractor shall maintain all insurance coverage required by the City, including public liability and worker's compensation.

38. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorneys fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

39. PRICE INCREASES: Except as expressly provided for in the Contract, no price increases will be approved.

40. COMPLETE AGREEMENT: The Contract is intended to be the complete and final agreement of the parties.

41. AMENDMENTS: This Contract may be amended by written agreement of the parties.

42. SEVERABILITY: If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.

43. NO WAIVER: Each party has the right to insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

44. ASSIGNMENT: This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Chief Financial Officer shall have authority to consent to an assignment on behalf of City.

45. BINDING EFFECT: This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

46. SUBCONTRACTING: Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

47. NONDISCRIMINATION: Contractor warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. Contractor will not discriminate against any employee or applicant for employment or person who provides services because of race, color, national origin, religion, gender, age, disability, marital or familial status, veteran status or political affiliation. See City of Buckeye city code § 3-3-2, as may be amended from time to time.

48. DRUG FREE WORKPLACE: The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.

49. IMMIGRATION LAWS: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and

A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

50. TERMINATION FOR DEFAULT: Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days, unless a longer period of time is granted in writing by the party asserting default. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.

51. CITY REMEDIES: In the event of Contractor's default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

52. CONTRACTOR REMEDIES: In the event of City's default, Contractor may pursue all remedies available at law, except as provided for herein.

53. SPECIAL DAMAGES: In the event of default, neither party shall be liable for incidental, special, or consequential damages.

54. TERMINATION FOR NONAPPROPRIATION OF FUNDS: The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

55. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by City before the effective date of termination.

56. TERMINATION DUE TO INSOLVENCY: If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Contractor is deemed in default, at any time if

the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

57. PAYMENT UPON TERMINATION: Upon termination of this Contract, City will pay Contractor for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

58. CANCELLATION FOR GRATUITIES: The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.

59. CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511): The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

60. ADVERTISING: Contractor shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.

61. NOTICES: Except for Notices to Proceed, which may be issued by electronic means, all notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract, or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective three (3) days after being sent. Notice may be sent by email as a secondary form of notice.

62. THIRD PARTY BENEFICIARIES: This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

63. CLICKWRAP TERMS EXCLUDED. In the event the Contractor's terms of sale or service were provided to the City only upon "acceptance" of a "clickwrap" or "clickthrough" agreement, such terms of sale or service shall not be binding upon the City. No oral agreement, "clickwrap" or "clickthrough" agreement or other understanding shall in any way modify a City-issued or approved contract or these Standard Terms and Conditions.

64. GOVERNING LAW: This Contract shall be construed in accordance with the laws of Arizona.

65. FORUM: In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Maricopa County, Arizona.

66. ATTORNEYS' FEES: If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, taxable costs, expert witness fees and expenses.

67. FORCE MAJUERE: There may be events that occur during the term of this Contract that are beyond the control of both the City and the Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of this Contract.

There will be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the events described above, and the City will pay no additional costs incurred as a result of such events.

The parties agree to act in good faith to extend the Contract completion date without any penalty to the Contractor and that the extension will be in an amount of time equal to any temporary delay. This term supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

[*Remainder of Page Intentionally Blank*]

EXHIBIT B

CITY OF BUCKEYE STANDARD INSURANCE REQUIREMENTS

1. In General. Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with this Contract by the Contractor, its agents, representatives, employees or contractors.

2. Requirement to Procure and Maintain. Each insurance policy required by this Contract shall be in effect at, or before, commencement of work under this Contract and shall remain in effect until all Contractor's obligations under this Contract have been met, including any warranty periods. The Contractor's failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal will be considered a material breach of this Contract.

3. Minimum Scope and Limits of Insurance. The following insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Contractor from liabilities that might arise out of this Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

   Contractor shall provide coverage at least as broad and with limits not less than those stated below.

   a. Commercial General Liability - Occurrence Form

General Aggregate	$2,000,000
Products/Completed	$1,000,000
Operations Each Occurrence	$1,000,000

   b. Umbrella Coverage $2,000,000

   c. Automobile Liability –
   Any Automobile Owned, Hired
   and Non-owned Vehicles
   Combined Single Limit Per Accident
   for Bodily Injury & Property Damage $1,000,000

   d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	$500,000
Disease - Each Employee	$500,000
Disease - Policy Limit	$500,000

4. Self-Insured Retention. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers. Contractor shall be solely responsible for any self-insured retention amounts. City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

5. Other Insurance Requirements. The policies shall contain, or be endorsed to contain, the following provisions:

   a. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Contract.

   b. Broad Form. The Contractor's insurance shall contain broad form contractual liability coverage.

   c. Primary Insurance. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents and employees, shall be in excess of the coverage of the Contractor's insurance and shall not contribute to it.

   d. Each Insured. The Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

   e. Not Limited. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

   f. Waiver of Subrogation. The policies shall contain a waiver of subrogation against the City, its officers, officials, agents and employees for losses arising from work performed by Contractor for the City.

6. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall reference the Contract Number and be sent to:

   City of Buckeye
   Finance Department
   530 E Monroe Ave
   Buckeye AZ 85326
   ATTN: William Kauppi, Chief Financial Officer

7. Acceptability of Insurers. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

8. Certificates of Insurance. The Contractor shall furnish the City with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Project/Contract Number and description of project shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before the Contractor commences work.

9. Policies. The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Contract at any time. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

10. Modifications. Any modification or variation from the insurance requirements in this Contract must have the prior approval of the City Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

11. No Representation of Coverage Adequacy. By requiring insurance herein, or by approving or expressing satisfaction with insurance policies and forms pursuant to the provisions of this Contract, the City does not represent that coverage and limits will be adequate to protect the Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

[*Remainder of Page Intentionally Blank*]

EXHIBIT C

CONTRACTOR'S FEE PROPOSAL

NO-DES, Inc.
1860 Bosque Farms Blvd,
Bosque Farms, NM 87068

Ramon Valencia
City of Buckeye
Distribution North Supervisor
21749 West Yuma Road Ste #107
Buckeye, AZ 85326

July 1st, 2024

We hereby propose and agree to the NO-DES contract flushing unit upon your acceptance of this proposal:

Standard NO-DES flushing process includes 1 NO-DES unit operated by 2 NO-DES employees and all necessary equipment to perform the flushing operations in normal potable water distribution system. For the Total Sum of not to exceed..... $400,000.00

This proposal's price is based on the NO-DES 2024-2025 year pricing. The price shall be valid until Dec 31st, 2024. If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

Sincerely,

Chris Wilkinson
President
NO-DES, Inc.
wilkinson@no-des.com
(559) 799-8415

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/05/24	**AGENDA ITEM:** 4.J. WR - Change Order #1 to Cooperative Contract Purchase Addendum with Metro Fire Equipment, Inc.
DATE PREPARED: 10/31/24	**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. 2024094) between the City of Buckeye, an Arizona municipal corporation, and Metro Fire Equipment, Inc., an Arizona corporation; and authorizing the City Manager to execute and deliver said Change Order on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:
Staff is seeking approval of Change Order #1 to the contract with Metro Fire Equipment, Inc., to increase the NTE by $200,000, for a total NTE of $226,802.71. Approval of this Change Order #1 will ensure proper funding for required fire inspections of city facilities for Fiscal Year 25.

BENEFITS:
Maintaining compliance with facility fire inspection and public safety requirements.

FUTURE ACTION:
None.

FINANCIAL IMPACT STATEMENT:
None.

CURRENT FISCAL YEAR TOTAL COST:
$226,802.71

BUDGETED:
Yes

FISCAL YEAR:
FY25

FUND/DEPARTMENT:
40013229-520512

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
21-07P-14 Metro Fire Equipment.pdf

2024094 CCPA METRO FIRE EQUIPMENT.pdf

4J CCPA CO 1 with Metro Fire.pdf

OFFEROR'S PROPOSAL AND CONTRACT ACCEPTANCE

The Undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Offeror further agrees to furnish the material and/or service in compliance with all terms, conditions, specifications, and amendments in the solicitation and any written exceptions in the Proposal.

86-0634166	63 S Hamilton Place
Federal Employer Identification Number	Address
Metro Fire Equipment	Gilbert AZ 85233
Company Name	City, State Zip
Blake Moody	480-464-0509
Printed Name	Company Telephone Number
Operations Manager	David Tipescu
Title	Accounting / AP Contact Name
Blake.moody@metrofireaz.com	ap@metrofireaz.com
Primary Email (for Contract Inquiries)	Accounting / AP Email

Blake Moody
Authorized Signature

The vendor shall not commence any billable work or provide any material or service under this contract until Vendor receives a purchase order/contract from a 1GPA member. The vendor agrees to comply with the requirements of submitting Usage Reports and Purchase Orders and/or Contracts to 1GPA. The vendor shall provide monthly or quarterly (arrangements to be made with 1GPA) reconciliation reports based on all contract activity to 1GPA. Vendor will be invoiced from these reports. Invoices are due upon receipt.

1GPA'S PROPOSAL AND CONTRACT ACCEPTANCE

The Proposal is hereby accepted:

The Vendor is now bound to sell the materials and/or services offered to and accepted by 1GPA in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc.

This contract shall henceforth be referred to as 21-07P-14 Fire, Security and Communication System Solutions

Awarded this 14th day of April 2021

This contract shall be effective this 1st day of May 2021

1GPA

Signature: Christy Knorr Date: 4/14/2021

Printed Name: Christy Knorr Title: Vice President

Approved By: Mary C. O'Brien Accommodation School/Pinal County ESA

Signature: Jill M. Broussard Date: 4/14/21

Jill Broussard Pinal Co. School Superintendent

NATIONAL PURCHASING COOPERATIVE

Pinal County School Office
EDUCATION SERVICES

Contract Extension/Amendment

February 15, 2024

Metro Fire Equipment
63 S. Hamilton Place
Gilbert, AZ 85233
Attn: Tiare Lomu (tiare.lomu@metrofireaz.com, Kathy.kleker@metrofireaz.com)

Re: Extension Agreement for Contract #21-07P-14, Fire, Security and Communication System Solutions

The above referenced contract is hereby mutually extended for an additional one (1) year period until May 1, 2025. This is the fourth year of a potential five-year agreement. **Please indicate your desire to extend your contract by completing and emailing back the signed Contract Extension along with the following documentation:**

- ☐ Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance).
- ☐ Proof/Verification of ROC Licensing in good standing (if applicable).
- ☐ Proof of any other applicable licensing related to your contract.
- ☐ Proof/Verification of good standing with Arizona Corporation Commission or other State's comparable Corporations/Business Division or Secretary of State (as applicable).
- ☐ Updated Contact Information Sheet completed.

Please check ONE of the following appropriate boxes regarding pricing:

☐ No contract pricing updates. Current price on file is accurate.

☐ Our contract pricing is based on a firm-fixed price list. We are providing an updated firm-fixed price list for 1GPA's approval with this extension.

☐ Our contract pricing is based on a percentage discount. We are providing new price lists for 1GPA's approval with this extension. *Note: Percentage Discounts remain the same as per contract terms and conditions.*

☐ We are aware of new price lists that will be available during the upcoming contract year. We will present those when received. Current price lists will remain on file until updated price lists are received and approved by 1GPA.

Please include a brief description of all the price updates below:

We will send updated price lists as soon as we receive them.

It is the contractor's responsibility to keep all pricing up to date and on file with 1GPA. All price changes must be provided to 1GPA for review and utilizing the same format provided in the contractor's original proposal.

By signing this document, vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

In addition, please verify that your company is providing usage reports as per the terms of your contract. If you have any questions or concerns regarding these reports, please feel free to contact Michelle Aiken by email: maiken@1GPA.org.

Except as otherwise expressly provided in this amendment, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Vendor Acceptance/Signature: Blake Moody	
Printed Name: Blake Moody	
Title: Vice President	Date: March 4, 2024
1GPA Authorized Signature: Christy Knorr	
Printed Name: Christy Knorr	
Title: President	Date: 3/13/2024
Pinal County ESA Authorized Signature: Jill M. Broussard	
Printed Name: Jill Broussard	
Title: Superintendent	Date: 3/25/24

1Government Procurement Alliance

AMENDMENT #2
RFP 20-07P
Fire, Security and Communication System Solutions
Proposal Due Date and Time: February 25, 2021 at 11:00 AM Arizona Time

The above reference solicitation is hereby amended as follows:

1. The Proposal Due Date and Time is extended to February 25, 2021 at 11:00 AM Arizona Time

All other provisions of the solicitation shall remain in their entirety. Firms should sign and date below and return prior to the due date and time as directed in the solicitation.

_____ _____

Vendor Acceptance - Signature *Date*

_____

Printed Name and Title

_____

Company Name

1Government Procurement Alliance

AMENDMENT #1
RFP 20-07P
Fire, Security and Communication System Solutions
Proposal Due Date and Time: February 18, 2021 at 11:00 AM Arizona Time

The above reference solicitation is hereby amended as follows:

1. Page 7, Item 2. (B.) Signature(s) on Proposals, replace with: The Proposal and Contract Acceptance document should be submitted with an original ink or electronic signature by the person authorized to sign the Proposal. Failure to sign the Proposal and Contract Acceptance document may result in rejection of the Proposal.

2. Page 22, Item 21. Price Adjustment for Fixed Pricing, replace with:

   Fixed price offers may include prices for any and all items proposed under the contract. Fixed prices shall be firm until the first anniversary date of contract. Contractors may submit price adjustments for fixed pricing one time per year for each manufacturer for each year thereafter, unless there is an occurrence of one or more allowable economic price adjustment contingencies outlined in proposal. If allowable price adjustment contingencies occur, contract vendor may submit a fully documented request for price adjustment to 1GPA. The document must substantiate that any requested price increase was clearly unpredictable at the time of proposal submittal and results from an increased cost to contract vendor that was out of contract vendor's control.

3. Page 22, Item 24. Travel Expense Reimbursement, replace with:

   Vendor shall be responsible for travel arrangements and expenses. Travel expenses may be billed for certain in-state and out-of-state travel expenses on a case-by-case basis. Vendor shall seek Member approval before billing for any in-state or out-of-state travel expenses. If approved by the Member, in-state and out-of-state travel expenses shall be reimbursed in accordance with the Member's state travel policy. The travel policy may be accessed via the internet at the US General Services Administration's website: https://www.gsa.gov/travel/plan-book/per-diem-rates.

4. Page 22, Item 27. Shipping Terms, replace with:

   Prices shall be F.O.B. Destination or F.O.B. Destination Freight Allowed as indicated under Tab 1 – Discount Schedule, Section C of the Cost Form to Member's location. Vendor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related

charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. 1GPA Members will notify the vendor promptly of any damaged goods and shall assist the vendor in arranging for inspection.

5. Page 62, Non-Collusion Affidavit – Remote online notarization is permitted in Arizona under A.R.S. §41-371 through 41-380 and should contain the statement "This remote online notarization involved the use of communication technology." Resources regarding online notaries for Arizona can be found at https://azsos.gov/business/notary/enotary .

6. Cost Form, Tab 1 Discount Schedule: If your firm offers fixed pricing for product purchases rather than a discount structure, include the fixed price schedule as Tab 6 of the Cost Form.

All other provisions of the solicitation shall remain in their entirety. Firms should sign and date below and return prior to the due date and time as directed in the solicitation.

_____ _____

Vendor Acceptance - Signature *Date*

_____

Printed Name and Title

_____

Company Name

The following is a Cooperative Solicitation, released via Mary C. O'Brien Accommodation School/Pinal County ESA as the lead agency of 1Government Procurement Alliance:

Request for Proposal #21-07P
Fire, Security and Communication System Solutions

Proposal Due Date and Time: February 18, 2021 at 11:00 A.M. Arizona Time

RFP Opening Location: 1Government Procurement Alliance (1GPA)
1910 W. Washington Street
Phoenix, Arizona 85009
See enclosed information for submittal instructions.

Last Day for Questions: February 5, 2021

Pre-Proposal Conference: None

In accordance with the Arizona procurement code and rules, Competitive Sealed Proposals for the materials or services specified will be received by 1GPA, at the above specified location, until the time and date cited. Proposals received by the correct time and date shall be opened and the name of each Offeror will be publicly read. All other information contained in the Proposal shall remain confidential until award is made.

Solicitations shall be in the actual possession of 1GPA on or prior to the time and date, and at the location indicated above. Late solicitations shall not be considered.

Solicitations must be submitted in a sealed envelope or package with the Request for Proposal number and the Offerors name and address clearly indicated on the envelope or package. Additional instructions for preparing a solicitation are provided herein. Offerors are strongly encouraged to carefully read the entire solicitation document.

Questions regarding this Request for Proposal should be submitted online at **https://secure.procurenow.com/portal/1GPA** or directed to: Rebecca Seifert, Procurement Specialist
Email: rseifert@1gpa.org
Phone: 480-524-2593

Jill Broussard

Jill Broussard, Superintendent
Pinal County ESA

Christy Knorr

Christy Knorr, Vice President
1Government Procurement Alliance (1GPA)

Date: January 13, 2021

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DOCUMENTS REFERENCED

You may access a complete copy of the documents referenced within this solicitation at the following web addresses:

Arizona:

Arizona Revised Statutes (A.R.S.) is available at
http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp

The Arizona School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at
http://apps.azsos.gov/public_services/Title_07/7-02.pdf

All Other States:

For a full listing of Intergovernmental Purchasing Statutes by state, **Click Here** to be re-directed to 1GPA website available at:
http://1gpa.org/state-statutes/

Local Governments website (USA.gov): http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Federal:

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at
http://www.irs.gov/pub/irs-pdf/fw9.pdf

Education Department General Administrative Regulations (EDGAR), 2 C.F.R. §§ 200.318-326
https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/xml/CFR-2014-title2-vol1-part200-subpartD.xml

INTRODUCTION

Who are we?

1Government Procurement Alliance (1GPA), is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors.

Eligible using members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

What do we do?

We provide contracts for a broad range of commodities and services that are available to the Cooperative eligible members through a government purchasing cooperative or Interlocal agreement. All of our contracts are competitively procured and awarded in compliance with state statutes, procurement laws and regulations.

Contracts are approved and awarded by 1GPA's lead governmental entities and are only available for use and benefit of all entities complying with state procurement laws and regulations.

Why are we preferred?

The Cooperative's pooled purchasing power means public and private schools, cities, counties and state agencies, non-profits, as well as colleges, universities and Native American communities **can save actual budget dollars** on our contracts utilizing best business practices.

Our agency is dedicated to negotiating the best contracts with the best firms locally or nationally to ensure our members receive quality products and services at the best price.

We service our members by providing in-house knowledge of public procurement practices in conjunction with quality business practices to mainstream the purchasing process for large and complex solicitations that can take up to 6 to 12 months for our members on their own.

We pride our firm on our commitment to compliance, innovation, and collaboration.

As a government purchasing cooperative, 1GPA offers its Members access to a broad range of vendors whose goods and services have been competitively procured by 1GPA, in coordination with its governmental lead agencies. When conducting competitive solicitations, 1GPA takes all steps necessary to comply with federal, state and local procurement laws applicable to both the Lead Agency identified in the solicitation, as well as to 1GPA. Each Member must make its own independent determination as to (1) whether the Member may, under laws applicable to the Member, lawfully purchase particular goods or services through purchasing cooperatives, and (2) whether the Member must comply with any additional procedures required under laws applicable to the Member prior to completing a cooperative purchase. 1GPA makes no representations or warranties to its Members, or to any vendors, regarding such matters.

OFFEROR'S PROPOSAL AND CONTRACT ACCEPTANCE

The Undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Offeror further agrees to furnish the material and/or service in compliance with all terms, conditions, specifications, and amendments in the solicitation and any written exceptions in the Proposal.

Federal Employer Identification Number	Address
Company Name	City, State Zip
Printed Name	Company Telephone Number
Title	Accounting / AP Contact Name
Primary Email (for Contract Inquiries)	Accounting / AP Email

Authorized Signature

The vendor shall not commence any billable work or provide any material or service under this contract until Vendor receives a purchase order/contract from a 1GPA member. The vendor agrees to comply with the requirements of submitting Usage Reports and Purchase Orders and/or Contracts to 1GPA. The vendor shall provide monthly or quarterly (arrangements to be made with 1GPA) reconciliation reports based on all contract activity to 1GPA. Vendor will be invoiced from these reports. Invoices are due upon receipt.

1GPA'S PROPOSAL AND CONTRACT ACCEPTANCE

The Proposal is hereby accepted:

The Vendor is now bound to sell the materials and/or services offered to and accepted by 1GPA in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc.

This contract shall henceforth be referred to as 21-07P-_____ Fire, Security and Communication System Solutions

Awarded this _____ day of _____ 2021

This contract shall be effective this _____day of _____ 2021

1GPA

Signature: _____ Date: _____

Printed Name: _____Title: _____

Approved By: Mary C. O'Brien Accommodation School/Pinal County ESA

Signature: _____ Date: _____

Printed Name: _____ Title: _____

DEFINITION OF TERMS

A complete list of definitions can be in the Arizona Administrative Code R7-2-1001. The terms listed below are defined as follows:

"Attachment" means any item the Solicitation requires the Offeror to submit as part of the Proposal.

"Contract" means the combination of the Solicitation, including the Special Instructions to Offerors, Special Terms and Conditions, and the Specifications and Statement or Scope of Work/Services; the Proposal and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments, and Member purchase orders.

"*Contract Amendment"* means a written document signed by the 1GPA that is issued for the purpose of making changes in the Contract.

"Cost" means the aggregate cost of all materials and services, including labor performed by force account.

"Days" means calendar days and shall be computed pursuant to A.R.S. 1-243.

"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

"Governing Body" means any group comprised of elected or appointed officials, such as School District Governing Boards, City Councils, County Supervisors, Board of Regents, etc., which has the authority to make fiduciary decisions for a Member organization.

"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

"*Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

"Member" means the non-profit entities, public and private schools (including independent school districts and charter schools), education service centers, colleges, universities, municipalities, counties, political subdivisions, and other governmental entities and agencies throughout the United States that have followed local governing authority allowing them to utilize contracting vehicles procured and administered by 1GPA.

"Offer" means a response to a Solicitation.

"Offeror" means a person submitting a Proposal in response to a Request for Proposals

"Person" means any corporation, business, individual, union, committee, club, other organization or group of individuals.

"Procurement Officer" means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this Solicitation or his or her designee.

"Purchase Order or PO" means the agreed-upon purchase order or other form of binding contract document between the 1GPA member and the Vendor which is used in making a purchase under a 1GPA contract.

"Responsible Bidder or Offeror" means a person who at the time of contract award has the capability to perform the Contract requirements with the integrity and reliability which will assure good faith performance.

"Responsive Bidder or Offeror" means a person who submits a bid or proposal which conforms in all material respects to the Invitation for Bids or Request for Proposals.

"Services" means the furnishing of labor, time or effort by a vendor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

"Solicitation" means an Invitation for Bids ("IFB"), a Request for Proposal ("RFP"), or a Request for Qualification ("RFQ").

"Solicitation Amendment" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

"Subcontract" means any Contract, express or implied, between the venodr and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

"Vendor" means any person who has a Contract with the 1GPA.

UNIFORM INSTRUCTIONS TO OFFERORS

1. **Inquiries**

A. **Duty to Examine** - It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the Proposal due date and time nor shall it give rise to any Contract claim.

B. **Solicitation Contact Person** - Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person.

C. **Submission of Inquiries** - Questions and/or clarifications concerning this RFP will be accepted in writing through February 5, 2021 by 5:00 p.m. Request may be transmitted via facsimile or email. Written responses to all written inquiries will be provided and distributed to all recipients of this RFP. Responses and addenda to this RFP, if necessary, are scheduled to be issued by February 10, 2021 by 5:00 p.m. No Offeror may rely upon oral responses made by any 1GPA employee or any representative. Questions and/or clarifications concerning this RFP shall be directed to Rebecca Seifert, Procurement Specialist, rseifert@1gpa.org, or Fax 602-663-9515 or submit online at **https://secure.procurenow.com/portal/1GPA** .

D. **Solicitation Amendments/Addenda** - The Solicitation shall only be modified by a Solicitation Amendment or Addendum. 1GPA will not be responsible for Offerors adjusting their proposal based on oral instructions by any member of 1GPA or lead District Personnel.

E. **Pre-Proposal Conference** - If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.

F. **Proposal Opening:** Proposals shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Offeror shall be read at this time. All Offers and any modifications and other information received in response to the Request for Proposals shall be shown only to authorized 1GPA personnel having a legitimate interest in the evaluation. After contract award, the Proposals and evaluation document shall be open for public inspection.

G. **Time Stamp**: Proposals will be time stamped when received. They will be accepted up to but no later than the time indicated in the Request for Proposal (RFP). Proposals received after the time stated in the RFP will not be considered and will remain unopened. Offeror assumes the risk of any delay in the U.S. Mail. Whether sent by mail or by means of personal delivery, the Offeror assumes responsibility for having his Proposal deposited on time at the place specified.

H. **Persons with Disabilities** - Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

2. **Proposal Preparation**

A. **Forms** - A Proposal shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.

B. **Typed or Ink Corrections** - The Proposal should be typed or in ink. Erasures, interlineations or other modifications in the Proposal should be initialed in ink by the person signing the Proposal. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under R7-2-1030.

C. **Signature(s) on Proposals** - The Proposal and Contract Acceptance document should be submitted with an original ink signature by the person authorized to sign the Proposal. Failure to sign the Proposal and Contract Acceptance document may result in rejection of the Proposal.

D. **Exceptions to Terms and Conditions** - All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Proposal may negatively affect the solicitation evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Proposal. No exceptions included in the Proposal shall become part of the resulting Contract unless agreed and accepted to by 1GPA.

E. **Subcontracts** - Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.

F. **Cost of Proposal Preparation** - 1GPA will not reimburse any Offeror the cost of responding to a Solicitation.

G. **Solicitation Amendments/Addenda** - Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum should be acknowledged by the person signing the Proposal. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Proposal.

H. **Provision of Tax Identification Numbers** - Offerors are required to provide their Federal Tax Identification number, if applicable, in the space provided on the Proposal and Acceptance Form and provide the tax rate and amount, if applicable, on the Proposal Cost Sheet.

I. **Taxes**:

1. **Federal Excise Tax** - Arizona School Districts/Public Entities are exempt from certain Federal Excise Tax on manufactured goods.

2. **Transaction Privilege Taxes** - Arizona School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. Transaction Privilege Taxes in Arizona include State, County and City taxes.

3. **Property Taxes** - Arizona School Districts/Public Entities do not pay state property taxes.

4. **Taxes on Shipping** - Transaction privilege tax may not be collected on delivery charges to the Member's location if separately stated on the invoice.

5. **Payment of Taxes** – Member is responsible for payment for all taxes listed on the invoice. Vendor is responsible for collection such taxes and shall forward all taxes to the proper revenue office.

All Other States - Other states may have different tax requirements and laws. The tax laws in each state shall be followed by the awarded vendor. It is the responsibility of the vendor to be familiar with the laws and statutes in the state in which they are conducting business.

J. **Disclosure** - If the firm, business, or person submitting this Proposal has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Offeror shall include a letter with its Proposal setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

K. **Solicitation Order of Precedence** - In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:

1. Addenda/Amendments;
2. Special Terms and Conditions;
3. Uniform General Terms and Conditions;
4. Scope of Work/Specifications;
5. Attachments;
6. Exhibits;
7. Special Instructions
8. Uniform Instructions to Offerors.

L. **Delivery** - Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s). Vendor shall provide delivery of goods, and/or performance of services in accordance with the needs of the 1GPA Member. Products delivered must conform to the products listed under this contract and may not be substituted with nonconforming products. Vendor agrees to pay for and arrange for return of goods that are defective.

3. **Submission of Proposal**

A. **Sealed Envelope or Package** - Each Proposal shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Proposal and the Solicitation number to which it responds. The appropriate Solicitation number should be plainly marked on the outside of the envelope or package.

B. **Electronic Submission** - If determined by 1GPA that electronic submission of Proposals is advantageous, 1GPA will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the solicitation. Unless otherwise instructed, a facsimile or electronically submitted Proposal shall be rejected.

C. **Proposal Amendment or Withdrawal** - An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time at the location designated in the Solicitation. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under R7-2-1044.

D. **Public Record/Confidentiality** - Under applicable law, all Proposals submitted and opened are public records and must be retained by 1GPA. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by 1GPA pursuant to R7-2-1006.

If Offeror believes that its proposal contains trade secrets or other proprietary data not be disclosed as otherwise required by A.R.S. §39-121, a statement advising 1GPA of this fact shall accompany the Proposal, and the information shall be so identified wherever it appears. Requests to deem the entire Proposal as confidential, contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

E. **Certification** - By signing the Proposal and Acceptance form or other official contract form, the Offeror certifies that:

1. The prices have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, a Proposal for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal and that the offeror has taken steps and exercised due diligence to ensure that no violation of A.R.S. §15-213(O) has occurred; and

2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment, including, Federal Executive Order 11246, Arizona State Executive Order 99-4, 2000-4, A.R.S. §41-1461 through 1465; and

3. The Offeror warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), ARS § 41-4401 and § 23-214, and all other Federal immigration laws and regulations related to

the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program; and

4. The Offeror 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, or service to a public servant in connection with the submitted Proposal. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Proposal. Signing the Proposal with a false statement shall void the Proposal, any resulting contract and may be subject to legal remedies provided by law; and

5. By submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and

6. By submission of this Proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan or cooperative agreement; and

7. In accordance with ARS § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.

8. The Offeror warrants that it and all proposed subcontracts are not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393 and Texas Gov't Code 2270.002.

9. The Offeror warrants that it shall comply with the fingerprinting requirements, unless otherwise exempted, in accordance with A.R.S. § 15-512.

4. **Additional Information**

A. **Unit Price Prevails** - Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

B. **Taxes** - The amount of any applicable transaction privilege or use tax of a political subdivision of the state of Arizona is not a factor in determining the most advantageous proposal.

C. **Late Proposals, Modifications or Withdrawals** - A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in R7-2-1044.

D. **Disqualification** - The Proposal of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

E. **Proposal Acceptance Period** - An Offeror submitting a Proposal under this Solicitation shall hold its Proposal open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Proposal acceptance, the number of days shall be ninety (90).

F. **Payment** - Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Vendor shall submit a complete and accurate invoice for payment within thirty (30) days.

G. **Waiver and Rejection Rights** - Notwithstanding any other provision of the solicitation, 1GPA reserves the right to:

1. Waive any minor informality;

2. Reject any and all Proposals or portions thereof; or
3. Cancel the Solicitation.

5. **Award**

A. **Number or Types of Awards** - Where applicable, the 1GPA reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, or categories ,by an incremental award, by region, or by location, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that 1GPA determines is necessary to meet the needs of its Members.

B. **Contract Inception** - A Proposal does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by 1GPA and the Lead Agency with authorized signatures on the Proposal and Acceptance form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.

C. **Effective Date** - The effective date of this Contract shall be the date that 1GPA and the Lead Agency signs the Proposal and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

6. **Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with 1GPA/lead agency representative, Christy Knorr, Vice President.

A. Protest shall include:

1. The name, addresses, and telephone number of the interested party;
2. The signature of the interested party or the interested party's representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested.

B. The interested party shall supply any other information requested by 1GPA or lead agency within 10 days of the request.

C. The interested party may file a written request with the district representative for an extension of the time limit for providing additional information set forth in subsection (B). The written request shall be filed before the expiration of the time limit set forth in subsection (B) and shall set forth good cause as to the specific reason that the interested party is unable to provide the additional information with the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and if an extension is granted, set forth a new date for submission of the filing.

D. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the Solicitation, shall be filed before the due date and time for responses to the Solicitation.

E. In cases other than those covered in section D of the section, the interested party shall file the protest within 10 days after 1GPA or lead agency makes the procurement file available for public inspection.

F. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the 1GPA Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of 1GPA that resulted in the interested party being unable to file the protest within the 10 days. The 1GPA representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

UNIFORM TERMS AND CONDITIONS

1. **Cooperative Purchasing**

A. **Cooperative Purchasing** - This contract is based on the need for 1GPA to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members. Although vendors may restrict sales to certain public units (e.g. state agencies, local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any members are preferred.

B. **Cooperative Purchasing Agreements** - Cooperative Purchasing Agreements between 1GPA and its Members have been established under all procurement laws.

C. **Cooperative Purchasing Contracts** - Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

Nothing in this solicitation is intended to establish a most favored customer relationship between 1GPA and Vendor. Vendor may respond to any solicitation without regard to this contract. If Vendor offers lower prices to any of its other customers, it may lower its prices to 1GPA at the same time by written notice.

D. **Non-Exclusive Contract** - Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of 1GPA members. 1GPA and its membership reserve the right to obtain like goods and services from other sources.

E. **Lead Agency** - A Lead Agency is a well-established and well respected government agency who facilitates the competitive bidding process by being a part of the process from start to finish. The Lead Agency also provides Board Approval for the award of contracts resulting from each Solicitation. The Lead Agency for this RFP is Mary C. O'Brien Accommodation School/Pinal County ESA.

2. **Contract Interpretation**

A. **Application of Law** - The Arizona Procurement Code, Title 41, Chapter 23, applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.

For all other states this procurement shall be governed by, construed, and enforced in accordance with the laws of each state in which 1GPA is conducting business under this contract. It is the responsibility of the awarded vendor and member to ensure this solicitation and ensuing contract complies with the State laws in which they are conducting business regarding use of a cooperative contract.

B. **Implied Contract Terms** - Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

C. **Relationship of Parties** - Offerors receiving contracts under this solicitation are independent contractors. Neither party to this contract, nor any Member, shall be deemed to be the employee or agent of the other party to the contract.

D. **Severability** - The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract.

E. **No Parol Evidence** - This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

F. **No Waiver** - Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. **Contract Administration and Operation**

A. **Records** - Under A.R.S. § 35-214 and § 35-215, the Vendor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

B. **Audit** - At reasonable times during the term of this Contract and five (5) years thereafter, the Vendor's or any Subcontractor's books and records shall be subject to audit by 1GPA or Member and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

C. **Inspection and Testing** - The Vendor agrees to permit access to its facilities, Subcontractor facilities and the Vendor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. 1GPA or its Members shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Vendor's facilities nor testing shall constitute final acceptance of the materials. If 1GPA or Member determines non-compliance of the materials, the Vendor shall be responsible for the payment of all costs incurred by 1GPA or Member for testing and inspection.

D. **Notices** - Notices to the Vendor required by this Contract shall be made by 1GPA to the person indicated on the Proposal and Acceptance form submitted by the Vendor unless otherwise stated in the Contract. Notices to 1GPA required by the Contract shall be made by the Vendor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Vendor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

E. **Advertising and Promotion of Contract** - Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by 1GPA. After award, vendor(s) may advertise the availability of products and services to Member. Any promotional marketing materials using the 1GPA logo must be approved by 1GPA in advance.

F. **Administration Fee** - 1GPA has an Administrative Fee of .01 (1%). The Administrative Fee shall be included in the offeror's net pricing and is the responsibility of the Vendor. Vendor shall not add the administration fee to approved contract prices post award. The Administrative Fee shall be a part of the Vendor's unit prices and is not to be charged directly to the customer in the form of a separate line item.

G. **Usage Reports –** The Usage Report will be the established communication between the awarded vendor and 1GPA of all contract activity. The Vendor shall provide contract Usage Reports to 1GPA on a regular mutually agreed upon schedule. 1GPA will accept Monthly or Quarterly reporting arrangements which shall be made at the time of contract award.

H. **Submission of Usage Reports** – Within ten (10) days following the end of the arranged reporting schedule, the Vendor shall submit their Usage Report electronically via email to: cknorr@1gpa.org.

I. **Purchase Orders/Contracts -** All purchase orders and/or contracts issued to the Vendor in reference to 1GPA shall be submitted at the same time as the Usage Report. All purchase orders and/or contracts should be zipped in a single file and submitted as an attachment in the same email as the usage report in which they are referenced. 1GPA is audited on an annual basis & documentation is necessary for compliance. Failure to submit purchase orders and/or contracts may result in contract cancellation.

J. **Invoicing of Administration Fee –** Upon receipt of Vendor's Usage Report, 1GPA will generate an invoice which is calculated as: Administrative Fee (1%) multiplied by the Total Sales Transactions as stated in the Usage Report. Vendor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in 1GPA exercising any recourse available under the contract or as provided for by law. All administrative fees not paid when due shall bear interest at a rate of 1 1/2% per month until paid in full.

Administrative Fees shall be paid to "1GPA" and mailed to:

1910 W. Washington Street
Phoenix, AZ 85009

4. **Costs and Payments**

A. **Ordering Procedures** - Purchase Orders are issued by 1GPA members to the Vendor according to this Contract. Members and Vendors must send Purchase Orders to 1GPA at cknorr@1gpa.org.

B. **Billings** - Vendor shall invoice Member after delivery of goods and/or services. All invoices shall list the applicable Member purchase order and 1GPA contract number. Vendor will invoice Member directly.

C. **Payment** - Payment terms are Net thirty (30) from receipt of Vendor's invoice

D. **Progress Payments** - 1GPA will permit Members to make progress payments under the following conditions:
1. Member and Vendor agree to the terms of the progress payments prior to issuing a purchase order
2. Purchase order describes the amounts or percentages and the dates or frequency of payments
3. Payments are made in full compliance with Member's local governing entity rules

E. **Tax Indemnification** - Vendor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Vendor. Vendor shall, and require all Subcontractors to hold the Member harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

F. **IRS W-9** - In order to receive payment under any resulting Contract, Vendor shall have a current I.R.S. W-9 Form on file with each Member.

G. **Availability of Funds for the Next Fiscal Year** - Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the Member for any payment that may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. It is the responsibility of the Member to make reasonable efforts to secure such funds.

5. **Contract Changes**

A. **Amendments** - The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Vendor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Vendor shall not be entitled to any claim and this Contract based on those changes.

B. **Subcontracts** - The Vendor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

C. **Assignment and Delegation** - Vendor shall not assign any right or interest nor delegate any duty under this Contract without the prior written approval of 1GPA. 1GPA shall not unreasonably withhold approval.

D. **Novation** - If Vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. 1GPA reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of Vendor.

E. **Contract Placed on Hold** - 1GPA shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to Vendor to address issues in the written deficiency notice.

6. **Risk and Liability**

A. **Risk of Loss** - Vendor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Vendor regardless of receipt.

B. **General Indemnification** - To the extent permitted by law, 1GPA and its Members shall be indemnified and held harmless by the Vendor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

C. **Indemnification - Patent and Copyright** - To the extent permitted by law, Vendor shall indemnify and hold harmless 1GPA and its Members against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the 1GPA or Member of materials furnished or work performed under this Contract. 1GPA or Member shall reasonably notify the Vendor of any claim for which it may be liable under this paragraph.

D. **Force Majeure**

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

2. Force Majeure shall <u>not</u> include the following occurrences:

   a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
   b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
   c. Inability of either the Vendor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

7. **Warranties**

A. **Liens** - The Vendor warrants that the materials supplied under this Contract are free of liens.

B. **Quality** - Unless otherwise modified elsewhere in these terms and conditions, the Vendor warrants that, for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:

1. A quality to pass without objection in the trade under the Contract description;

2. Fit for the intended purposes for which the materials or services are used;

3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;

4. Adequately contained, packaged and marked as the Contract may require; and

5. Conform to the written promises or affirmations of fact made by the Vendor.

C. **Fitness** - Vendor warrants that any material or service supplied to 1GPA or its Members shall fully conform to all requirements of the contract and all representations of the Vendor, and shall be fit for all purposes and uses required by the Contract.

D. **Inspection/Testing** - The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the materials or services by 1GPA Members.

E. **Compliance with Applicable Laws** - The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Vendor shall maintain all applicable licenses and permits.

F. **Survival of Rights and Obligations after Contract Expiration or Termination**

1. Vendor's Representations and Warranties. All representations and warranties made by the Vendor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, 1GPA and its Members are not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

2. Purchase Orders. The Vendor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Vendor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. **Contractual Remedies**

A. **Right to Assurance** - If 1GPA in good faith has reason to believe that the Vendor does not intend to, or is unable to perform or continue performing under this Contract, 1GPA may demand in writing that the Vendor give a written assurance of intent or ability to perform. Failure by the Vendor to provide written assurance within the number of days specified in the demand may, at 1GPA's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. **Nonconforming Tender** - Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, 1GPA may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

C. **Right of Offset** - 1GPA and its Members shall be entitled to offset against any sums due the Vendor, any expenses or costs incurred or damages assessed by 1GPA or its Members concerning the Vendor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

9. **Contract Termination**

A. **Cancellation for Conflict of Interest** - Pursuant to A.R.S. 38-511 and R7-2-1087(F) 1GPA may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of 1GPA is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Vendor receives written notice of the cancellation unless the notice specifies a later time.

B. **Personal Gifts or Benefits** - 1GPA may, by written notice, terminate the Contract, in whole or in part, if 1GPA determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with A.R.S. § 15-213(O) and R7-2-1087(G).

C. **Gratuities** - 1GPA may, by written notice, terminate the Contract in whole or in part, if 1GPA determines that employment or a gratuity was offered or made by the Vendor or a representative of the Vendor to any officer or employee of 1GPA for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or

favorable treatment concerning the Contract, including making of any determination or decision about contract performance in accordance with R7-2-1087(H)..

D. **Suspension or Debarment** - 1GPA may, by written notice to the Vendor, immediately terminate this Contract if 1GPA determines that the Vendor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

E. **Termination for Convenience** - 1GPA reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of its Members without penalty recourse. The Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.

F. **Cancellation for Non-Performance or Vendor Deficiency** - 1GPA may terminate any contract if Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. 1GPA reserves the right to cancel the whole or any part of this contract due to failure by Vendor to carry out any obligation, term or condition of the contract. 1GPA may issue a written deficiency notice to Vendor for acting or failing to act in any of the following:

1. Providing material that does not meet the specifications of the contract;
2. Providing work and/or material that was not awarded under the contract;
3. Failing to adequately perform the services set forth in the scope of work and specifications;
4. Failing to complete required work or furnish required materials/product within a reasonable amount of time;
5. Failing to make progress in performance of the contract and/or giving 1GPA reason to believe that the Vendor will not or cannot perform the requirements of the contract; and or
6. Performing work or providing services under the contract prior to receiving a 1GPA reviewed purchase order for such work.

Upon receipt of a written deficiency notice, Vendor shall have ten (10) days to provide a satisfactory response to 1GPA. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Vendor under the contract shall become the property of the Member on demand.

G. **Vendor Cancellation** - Vendor may cancel this contract at any time upon thirty (30) days prior written notice to 1GPA or on the yearly anniversary of the contract. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by 1GPA.

H. **Continuation of Performance through Termination** - The Vendor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

Contract claims and controversies under this Contract shall be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1155 through R7-2-1159.

Any dispute involving a 1GPA member and Vendor outside of Arizona shall be governed by the laws of the state of the 1GPA member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the 1GPA member.

11. **Federal and State Requirement**

A. **Compliance with Federal and State Requirements** - Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations.

Vendor shall comply, when working on any federally assisted projects with the following:

1. The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5)
2. Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5)

3. Copland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5)
4. Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41CFR Chapter 60)
5. McNamara-O'Hara Service Contract Act (41 U.S.C. 351),
6. Section 306 of the Clean Air Act (42 U.S.C. § 1857h,
7. Section 508 of the Clean Water Act (33 U.S.C. § 1368),
8. Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15).
9. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
10. Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"),
11. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)
12. All applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to 1GPA members.

B. **Offshore Performance** - Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

C. **Vendor's Employment Eligibility** - By entering the contract, Vendor warrants compliance with ARS § 41-4401, ARS § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. 1GPA or Member may request verification of compliance from any Vendor or subcontractor performing work under this Contract. 1GPA or Member reserves the right to confirm compliance in accordance with the applicable laws. Should 1GPA or Member suspect or find that the Vendor or any of its subcontractors are not in compliance, 1GPA or Member may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default and suspension, and/or debarment of the Vendor. All costs necessary to verify compliance are the responsibility of the Vendor.

D. **Davis-Bacon** – For Federally funded projects subject to the Davis-Bacon Act, the Member shall specify the applicable Davis-Bacon wage decision, prior to the Vendor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision.

E. **Fingerprint and Background Checks** - In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor, any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in governing board policy of the Member District.

F. **Terrorism Country Divestments** - Per ARS § 35-392, 1GPA and its Members are prohibited from purchasing from a company that is in violation of the Export Administration Act.

G. **Registered Sex Offender Restrictions** - For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

H. **Affordable Care Act** - Vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Vendor shall bear sole responsibility for providing health care benefits for its employees who provide services to the Member as required by state or federal law.

I. **Boycott of Israel –** Arizona public entities and other states as applicable, the member may not enter into a contract with a company that is currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

J. **EDGAR –** When a 1GPA Member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (EDGAR)**. All Vendors submitting proposals must complete the EDGAR Vendor Certification Form contained within this document.

K. **Minority Businesses** – 1GPA and its Lead Agency have taken all necessary affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are notified of any bidding opportunities when possible according to 2 CFR Part 200.321.

L. **Civil Rights Compliance** - In accordance with 7 CFR Part 210.23, Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

M. **Texas House Bill 1295 Certificate of Interested Parties** – For contract entered into or after January 1, 2016, Texas Government Code Chapter 2252.908 (H.B. 1295) states that a Texas governmental entity or state agency may not enter into a contract unless the business entity submits a disclosure of interested parties to the governmental entity or state. The law applies only to a contract that either (1) requires an action or vote by the governing body or (2) has a value of at least $1 million. Information from the Commission regarding the requirements, including rules and filing information, are available at the following links:

https://www.ethics.state.tx.us/tec/1295-info.htm
https://www.ethics.state.tx.us/whatsnew/faq_form1295.html
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

It is the responsibility of vendors to determine the applicability of, and comply with, all disclosure laws of House Bill 1295.

SPECIAL TERMS AND CONDITIONS

1. **TERM OF CONTRACT:** It is 1GPA's intent to award a multi-term contract. The initial term of the resultant contract shall start on May 1, 2021 and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. **CONTRACT EXTENTION:** 1GPA reserves the right to unilaterally extend the period of any resultant contract month to month beyond the stated expiration date if that is determined to be in the best interests of Members. In addition, by mutual written agreement, any resultant contract may be extended for a supplemental period up to a maximum of forty-eight (48) months in twelve (12) month increments.

3. **RENEWAL OF CONTRACT:** Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.

4. **CONTRACT TYPE**: The term contract shall be a percent of discount off manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities.

5. **FORM OF CONTRACT:** The form of contract for this Solicitation shall be the Request for Proposal, the awarded Proposal(s) and Best and Final Offer(s), and properly issued purchase orders incorporating each member's specific policies and P.O. terms and conditions referencing the requirements of the Request for Proposals. Partial offers will be considered.

6. **VENDOR CONTRACT DOCUMENTS:** 1GPA will review proposed vendor contract documents. Vendor's contract document shall not become part of 1GPA's contract with vendor unless and until an authorized representative of 1GPA reviews and approves it.

7. **SUPPLEMENTAL AGREEMENTS**: The 1GPA Member and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this solicitation such as invoice requirements, on campus service specifics, etc. Any supplemental agreement developed as a result of this RFP is exclusively between the Member and Vendor. 1GPA, its agents, members and employees shall not be made party to any claim for breach of such agreement. Any supplemental agreement between the Member and Vendor is exclusively between the Member and the Vendor and will be subject to immediate cancellation by the Member (without penalty) if, in the opinion of the Member, the quality, service and specification requirements and/or the terms and conditions are not maintained as stated in the supplemental agreement.

8. **PROPOSAL ACCEPTANCE PERIOD**: In order to allow for an adequate evaluation, the District requires a Proposal in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

9. **RESPONSE FORMAT:** All Proposal responses are to be in the same form as this Request for Proposal. Address each requirement in the same order as has been requested.

10. **ELECTRONIC SUBMITTAL - OPTIONAL:** An electronic submission is also requested but **optional**. The electronic submission is to be uploaded online through ProcureNow. Submittal instructions for ProcureNow are found on the last page of this document under Exhibit A.

11. **TIME STAMP**: Proposals will be time stamped when received. They will be accepted up to but no later than the time indicated in the Request for Proposal (RFP). Proposals received after the time stated in the RFP will not be considered

and will remain unopened. Offeror assumes the risk of any delay in the U.S. Mail. Whether sent by mail or by means of personal delivery, the Offeror assumes responsibility for having his Proposal deposited on time at the place specified.

12. **AWARD**: Award(s) will be made to the responsive and responsible Offeror(s) whose Proposal(s) is (are) determined in writing to be most advantageous to 1GPA for its Members based on the factors set forth in the Request for Proposals. No other factors or criteria may be used in the evaluation. The amount of any applicable transaction privilege or use tax of a political subdivision of this state is not a factor in determining the most advantageous proposal. The procurement file shall contain the basis on which the award is made.

13. **DISCUSSIONS**: In accordance with R7-2-1047, after the initial receipt of Proposals, 1GPA reserves the option to conduct discussions with those Offerors who submit Proposals determined by 1GPA to be reasonably susceptible of being selected for award. Discussions may be conducted to assure full understanding of the Proposal in order to obtain the most advantageous contract for 1GPA Members.

14. **BEST AND FINAL OFFERS:** If discussions are conducted pursuant to R7-2-1047, 1GPA shall issue a written request for Best and Final Offers pursuant to R7-2-1048. If Offerors do not submit a notice of withdrawal or a Best and Final Offer, the immediate previous offer will be construed as the Best and Final Offer.

15. **MULTIPLE AWARDS:** 1GPA has a large number and variety of potential using districts and agencies at locations throughout the United States. In order to assure that any ensuing contracts will allow 1GPA to fulfill current and future requirements; 1GPA reserves the right to award contracts to multiple vendors. Such decision will be based upon consideration for Members' experience with existing products and systems, brand continuity for parts replacement and future expansion, vendor's ability to provide for a large diverse Membership, geographic areas served. The actual use of any contract will be at the sole discretion of 1GPA members. Contracts will be awarded, as applicable, by individual line item, groups of line items, or categories, incrementally, by region, or by location. The awards will be limited to the least number of Offerors that 1GPA determines is necessary to meet the needs of the 1GPA Members. Offeror should consider the fact that 1GPA may award multiple contracts in preparing their response. The fact that 1GPA may make multiple contracts, award only one contract, or to make no awards rests solely with 1GPA.

16. **ADMINISTRATION FEE:** 1GPA's .01 (1%) administration fee shall be included in offeror's net price. Vendor shall not add the administration fee to approved contract prices. 1GPA will invoice the Vendor on a monthly basis for the administrative participation fee. The invoice will be based on total sales made through the 1GPA contract with the Vendor. Invoices will be issued at the time a Purchase Order is received by 1GPA. Invoices are due and payable upon receipt.

17. **PRICING:** Contract pricing must be based upon:
1) Fixed discount(s) off published price list(s) or catalog(s)
2) Firm fixed price
3) A combination of the above

18. **COMBINATION PRICING:** Offers for combination contracts shall clearly identify items covered by discount(s) and those with fixed prices. Prices for such contracts shall be adjusted as identified for the appropriate contract type above.

19. **CATALOG/PRICE LIST DISCOUNTS:** Discounts offered must clearly identify a percentage of discount to apply to contract. If multiple discounts apply, offeror shall clearly indicate the discounts and applicable materials or services. There will be no reduction discount(s) during the term of contract. Current catalog or list prices, at the time of the bid, shall be valid for one year from contract effective date. The manufacturer's price list and catalog must be a formally published list for general distribution. The discount percentage shall remain firm for the term of the contract and shall be provided on the price sheet(s) where indicated for each of the manufacturers listed.

SPECIAL TERMS AND CONDITIONS

20. PRICE ADJUSTMENT FOR DISCOUNT PRICING: Revised published price lists, and/or catalogs may be submitted for review throughout the term of the contract. 1GPA shall determine whether the requested revised pricing or an alternate option is in the best interest of its Members. Revised published price lists, and/catalogs will not become effective until approved by 1GPA. Vendor must hold the price list(s) firm for the first 12 months of the contract.

21. PRICE ADJUSTMENT FOR FIXED PRICING: Fixed price offers shall include prices for any and all items proposed under the contract. Fixed prices shall be firm until each anniversary date of contract, unless there is an occurrence of one or more allowable economic price adjustment contingencies outlined in proposal. If allowable price adjustment contingencies occur, contract vendor may submit a fully documented request for price adjustment to 1GPA. The document must substantiate that any requested price increase was clearly unpredictable at the time of proposal submittal and results from an increased cost to contract vendor that was out of contract vendor's control.

22. PRICE REDUCTION: A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

23. VOLUME DISCOUNTS: The awarded vendor may offer volume discounts at any time during the Contract such that the price is at or below the percent off list price within the Contract given that the price reduction is available to all Customers allowed to purchase under the Contract. Approval of volume discounts shall be in the form of a bilateral contract amendment.

24. TRAVEL EXPENSE REIMBURSEMENT: Vendor shall be responsible for travel arrangements and expenses. Travel expenses not included in the consulting fee may be billed for certain in-state and out-of-state travel expenses on a case-by-case basis. Vendor shall seek Member approval before billing for any in-state or out-of-state travel expenses. The vendor shall not be reimbursed for travel time. If approved by the Member, in-state and out-of-state travel expenses shall be reimbursed in accordance with the Member's state travel policy. The travel policy may be accessed via the internet at the US General Services Administration's website: https://www.gsa.gov/travel/plan-book/per-diem-rates.

25. NEW PRODUCT: New products/services may be added during the term of the contract upon written request providing it is within the original scope of this RFP. All request are subject to review and approval by 1GPA. Successful vendor shall be responsible for notifying 1GPA of all discontinued products in writing.

26. QUANTITIES: 1GPA estimates considerable activity resulting from this award. Based on historical data from previous contracts as well as member surveys, 1GPA estimates usage of this contract to $6,000,000 to $8,000,000 annually. A current list of 1GPA Members may be found at:

https://www.dropbox.com/s/z2swxxr210nx4un/1%20-%20PUBLISHED%20Membership%20List.xlsx?dl=0

1GPA makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. 1GPA makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this Solicitation.

27. SHIPPING TERMS: Prices shall be F.O.B. Destination to Member's location. Vendor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. 1GPA Members will notify the vendor promptly of any damaged goods and shall assist the vendor in arranging for inspection.

28. DELIVERY: Delivery is desired within thirty (30) days of receipt of purchase order. Any outstanding items delivered after this date may be canceled and deleted from the purchase order. Offeror shall be responsible for delivery of items in good condition at point of destination, and return of all items that do not meet specifications. Offeror shall file with carrier all

claims for breakage, imperfections and losses, which will be deducted from invoices. The receiving Member will report to the successful Offeror when packages are not received in good condition.

29. PROTECTION OF MEMBERS: The Offeror shall protect all furnishings from damage and shall protect the Member's property from damage or loss arising in connection with this contract. He shall make good any such damage, injury or loss caused by his operations, or those of his employees, to the satisfaction of the Member. The Offeror shall confine his equipment, storage of materials and the operation of his workmen to the limits as indicated by the Unit Foreman in the area in which the work is being performed. Any damage caused to Member's facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the Member.

The successful Offeror shall take all necessary precautions for the safety of students, employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. He agrees that he is fully responsible to the Member for the acts and omissions of any and all persons whether directly or indirectly employed by him. He shall maintain such insurance as will protect him and the Member from claims or damage for personal injury, including death, which may arise from operations under this contract.

30. BRAND NAMES: Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict a Proposal by any vendor but is only enumerated in order to advise potential offerors of the requirements of 1GPA. Any Proposal which proposes like quality, design or performance will be considered.

31. NEW EQUIPMENT: All equipment supplied pursuant to this specification shall be new, unused, and the most current model available at time of order.

32. CURRENT PRODUCTS: All products being offered in response to this solicitation shall be in current and ongoing production and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

33. DEFECTIVE PRODUCTS: All defective products shall be replaced and exchanged by the vendor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the vendor.

34. EQUIPMENT AND PRODUCT RECALL NOTICES: In the event of any recall notice, technical service bulletin, or other important notification affecting equipment or product purchased from this contract, a notice shall be sent to the Contract Administrator with 1GPA and the Member. It shall be the responsibility of the vendor to assure that all recall notices are sent directly to the agency Member Representative.

35. SAFETY STANDARDS: All items supplied on this contract must comply with the current applicable state and local rules, regulations and standards, Occupational Safety and Health Administration (OSHA) standards, the National Electric Code, National Fire Alarm Code, the Underwriters Laboratories (UL) standards and the National Fire Protection Association (NFPA) Standards.

36. RESPONSIBILITY OF OFFERORS: 1GPA may consider the following factors in determining if an Offeror is responsible:

A. The bidder or offeror's financial, material, personnel and other resources, including subcontracts;
B. The bidder or offeror's record of performance and integrity;
C. Whether the bidder or offeror has been debarred or suspended; and
D. Whether the bidder or offeror is qualified legally to contract with public entities.

37. LICENSES: Offeror shall maintain in current status all federal, state and local licenses and permits required by the operation of the business conducted by the offeror.

SPECIAL TERMS AND CONDITIONS

38. INSPECTION: Work performed under this contract will have a final inspection and acceptance by 1GPA Member staff. Any discrepancies noted during the inspection will be corrected prior to final payment. Field inspections will be performed by Member upon completion of each project.

39. CLEAN UP: The vendor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by performance of work under this contract. Upon completion of the work, remove all waste materials and rubbish from and about the projects, as well as tools, construction equipment, machinery and surplus materials.

If the vendor fails to clean up the work, the 1GPA Member may do so and the cost thereof shall be charged to the vendor.

Remove all surplus materials and debris of every nature resulting from operations, and put site in a neat, orderly condition.

40. BILLINGS: All billing notices shall identify the specific item(s) being billed. Items are to be identified by name, model/serial number as most applicable. Any purchase/delivery order issued will refer to the contract number resulting from this solicitation.

41. INSURANCE: Offeror agrees to maintain such insurance as will fully protect Offeror, 1GPA and its Member from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror, 1GPA and its Member for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to 1GPA Members.

Successful Offeror will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than $1,000,000 per occurrence and $2,000,000 aggregate coverage. Before any orders are processed under an awarded contract, awarded vendor shall provide a certificate that names 1GPA as the certificate holder. In addition, awarded vendor shall be willing to provide, upon request, a certificate of insurance to any Member using this contract.

Successful Offeror will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

42. KEY PERSONNEL: It is essential that the Offeror provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Offeror must agree to assign specific individuals to the key positions.

The Offeror agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to 1GPA or Member.

If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the work than initially anticipated, the Offeror shall immediately notify 1GPA or Member and shall, subject to the concurrence of the District, replace such personnel with personnel of substantially equal ability and qualifications.

43. DATA, INFORMATION AND RECORDS SECURITY AND PRIVACY: Offeror agrees to comply with all applicable laws and regulations regarding data, information and records security and privacy all of which are incorporated herein by reference in their current forms and as amended at any future time. These include, but are not limited to, Arizona Revised Statute (A.R.S.) §18-552 et seq – Notification of Security System Breaches; A.R.S. §44-7601 et seq – Discarding and Disposing of Records Containing Personal Identifying Information; Family Educational Rights and Privacy Act (FERPA);

Protection of Pupil Rights Amendment (PPRA); Health insurance Portability and Accountability Act of 1996 (HIPPA) Privacy and Security Rules; Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; applicable federal, state and local regulations relating to confidentiality of student records; and any other federal and/or state law governing the privacy of personally identifiable information

44. OFFEROR'S EMPLOYEES: Offeror agrees that the individuals provided to 1GPA or Member on a temporary basis are Offeror's, not 1GPA's or Member's employees.

Offeror agrees that it is solely responsible for its own acts and omissions and for those of its employees and that Offeror and any employees working for Offeror are the sole responsibility of Offeror for the purposes of any and all legal requirements, including, but not limited to, obligations and liabilities in the following areas:

Workers' Compensation Insurance
Federal and State Unemployment Taxes
Federal and State Withholding and Reporting Requirements
Unemployment Compensation Insurance
Federal, State, and Local Employment Laws

Offeror agrees that it or its employees are not entitled to any benefits or protections that accrue from an employment relationship with 1GPA, including, but not limited to, health insurance, life insurance, due process rights, and/or vacation/holiday pay.

1GPA will not provide Offeror or its employees any business registrations or licenses that may be required. 1GPA will not combine business operations with Offeror.

Neither Offeror nor its employees are to be considered agents or employees of 1GPA for any purpose. It is understood and agreed that 1GPA does not require Offeror to provide services exclusively to 1GPA and that Offeror and its employees are free to contract to provide services to other companies while it is under contract with the District.

In compliance with all applicable laws, the Offeror shall, at no charge to 1GPA, conduct drug/alcohol testing, fingerprint checks, reference checks and background checks of each individual who will perform services for 1GPA to ascertain that there is no history of behavior that would make the individual unsuitable to work with children or work in a school setting. These checks must be completed before the individual provides any services to the Member. The fingerprint and background checks will be conducted in accordance with applicable laws, including current Arizona Revised Statutes § 15-512 and/or 15-534, as applicable.

At any time, and for any reason, 1GPA or the Member may request or reject any of Offeror's employees.

Offeror agrees to comply with the Member's rules, regulations, and policies, as the Member may modify from time to time.

45. FINGERPRINT & BACKGROUND CHECKS: 1GPA anticipates that services under this contract may cause the Offeror and proposed subcontractors to have direct, unsupervised contact with pupils. In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall be required to obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, Article 3.1. Therefore, the Offeror and any proposed subcontractors warrant compliance with ARS subsection 41-4401, ARS subsection 23-214, the Federal Immigration and Nationality ACT (FINA) and all other federal, state and local immigration laws and regulations related to the immigration status of its employees. The Offeror must have all employees on-site submit to a fingerprint clearance conducted by Department of Public Safety and all employees must carry fingerprint card at all times. These warranties shall remain in effect through the term of the contract.

1GPA may, at its sole discretion, require evidence of compliance during the evaluation process or contract term. Should 1GPA or Member request evidence of compliance, the Offeror and any proposed subcontractors shall have 5 working days from receipt of the request to supply adequate information. Failure to supply the requested information or if 1GPA or Member suspects or finds the Offeror or any of its subcontractors are not in compliance, 1GPA or Member may pursue any and all remedies allowed by law, including, but not limited to: non-consideration of contract award, suspension of work, termination of the contract for default, and suspension and/or debarment of the Offeror. All costs associated with verification and any remedies are the sole responsibility of the Offeror and any proposed subcontractor.

46. EMPLOYEE IDENTIFICATION: All employees **must** check in at the front office of each Member site. The employee must have an identification badge at all times in clear view, with picture ID and name of firm. In addition, the employee shirt must have the company name on it. Failure to have any of these items will result with the employee being escorted off property.

SCOPE OF WORK

PURPOSE: The purpose of this solicitation is to enter into contracts with qualified firms to provide a broad range of fire, security and communication system solutions on behalf of 1GPA members nationwide. Items may include but are not limited to product purchase, installation, training, inspection and testing, repair, maintenance and monitoring services.

BACKGROUND: Government Procurement Alliance (1GPA), is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors. Eligible using members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

The Pinal County Education Service Agency's (PCESA) Mary C. O' Brien Accommodation District (MCOB) acts as a Lead Agency for 1GPA. PCESA provides programs and services for approximately 45,000 students within 21 public school districts, in addition to the growing number of private and charter schools within Pinal County. Also served by PCESA is a large Indian community including parts of the Tohono O'odham Nation (Papago & Pima Indians), the San Carlos Apache Indian Reservation, and Gila River Indian Community, along with the entirety of the Ak-Chin Indian Community Pinal County was founded in 1875 and is located in the central part of Arizona between Maricopa County (Phoenix) on the north and west sides, Gila County also on the north, Pima County (Tucson) on the south and Graham County on the East. It covers an area of 5,374 square miles. The estimated population in 2017 was 430,200 and growing. The county seat is located in Florence, AZ as is the Pinal County School Superintendent's office.

1GPA currently holds contract 16-04P Fire and Safety Inspections, Products and Service Solutions with fourteen (14) vendors. The contract is in the fifth and final year, expiring May 1, 2021 at which time this contract will become effective.

SCOPE OF WORK: The awarded vendor shall provide a full line of products and/or services covering the categories listed below. The items listed should not be construed as comprehensive or limiting. 1GPA is not aware of the particular needs of every member and therefore related products and services not specifically listed may be included under this contract. This is not an "all or nothing" solicitation – offerors are encouraged to respond to single or multiple categories as applicable. ***Vendors are not required to respond to all areas to be considered for contract award*.**

1. General Requirements

1.1 Offeror shall be properly licensed and certified to perform the work in accordance with all applicable federal, state and local laws and industry standards including, but not limited to:

- American National Standards Institute (ANSI)
- American Society for Testing and Materials (ASTM)
- American Waterworks Association (AWWA)
- FM Global (FM)
- National Fire Protection Association (NFPA)
- National Institute of Standards and Technology (NIST)
- Occupational Health and Safety Administration (OSHA)
- Security Industry Association (SIA)
- Underwriters Laboratories (UL)

1.2 All work and any phase thereof is subject to inspection by the Member and/or the State Fire Marshall. Any discrepancies found shall be corrected at no additional charge.

1.3 Offeror shall make a reasonable effort to provide consistency in the service technicians assigned to the Members.

1.4 Under no circumstances shall a system be left in a disabled condition without notification and approval of the Member.

2. Products

Products purchased under this contract include parts, supplies and equipment for fire, security and communication systems such as, but not limited to:

2.1 Fire Alarm and Suppression Systems

- Control panels
- Primary and backup power supplies
- Alarm initiating devices
- Alarm notification devices
- Portable fire extinguishers – all new extinguisher purchases shall include tags
- Fire risers
- Fire sprinklers
- Commercial kitchen exhaust hoods
- Rolling steel fire doors
- Main drain valves
- Water supply systems
- Flow switches
- Backflow preventers
- Fire hydrants
- Fire pumps
- Fire hoses

2.2 Closed Circuit Television and Video Surveillance Systems

- Cameras
- Lenses
- Mounts and covers
- Cabling
- Power supplies
- Switches and synchronizers
- Monitors
- Video recorders
- Video motion detectors

2.3 Security Systems

- Security and access control panels
- Keypads and readers
- Door and window contacts
- Locking hardware
- Magnet door switches
- Motion detectors
- Glass break detectors

2.4 Intercom Systems

- Base stations
- Substations
- Door stations
- Intercom stations

- Wall mount stations
- Belt packs
- Handsets
- Headsets
- Amplifiers

3. System Design, Installation and Training

Offeror shall provide appropriately certified and qualified personnel to provide system design, installation and training services including, but not limited to the systems listed above in Scope of Work, Item 2, Products. All work performed shall meet the highest industry standards and shall be in full compliance with the manufacturer's warranty requirements.

4. Inspection and Testing

Offeror shall provide all labor, tools and supplies necessary to properly perform inspections, complete functional testing and routine maintenance of the systems listed below in accordance with federal, state, and local rules and regulations as well as NFPA and other industry standards. Discharge of any system and repairs caused by Vendor negligence shall be remedied at no additional cost to the Member. All systems shall be tagged as required and a report detailing the findings and actions shall be provided to the Member. Member may also require a report of the anticipated inspection requirements for the following fiscal year for budgeting purposes. Inspection and testing services may include but are not limited to:

4.1 Fire Risers and Sprinklers (NFPA 25)

- Valve operations
- Gauges
- Water pressure and flow
- Gong operation
- Electronic flow and tamper devices

4.2 Commercial Kitchen Exhaust Hoods (NFPA 13, 17, 17A and 96)

- Nozzles
- Extinguishing lines
- Manual pull stations
- Pressure gauges
- Gas shutoff valves and microswitches
- Gas and electrical shut offs upon activation
- Fans
- Fusible links (replace as required)

4.3 Portable Fire Extinguishers (NFPA 10)

- Annual inspection and testing
- Worn/defective part replacement
- Tamper seal replacement
- 6-year maintenance
- Hydrostatic tests
- Recharge

4.4 Fire Pumps (NFPA 20)

- Flow test
- Checking pumps for leaks, corrosion and proper operation

- Routine cleaning and adjustments
- Lubricating motors and valves

4.5 Rolling Steel Fire Doors (NFPA 80)

- Fire doors
- Operating mechanisms, fuse links and release chain/cable
- Damaged or missing components
- Drop tests

4.6 Fire Hoses (NFPA 1962)

- Hose cabinet maintenance
- Pressure regulating device
- Hoses
- Twist and tug tests
- Reracking hose in cabinet creating a new fold

4.7 Fire Hydrants (NFPA 25 and 291)

- General condition and proper drainage
- Lubricate operating nut, parking and thrust collar

4.8 Backflow Preventers (NFPA 25 and AWWA Standards)

- Backflow preventer systems
- Flow test

4.9 Low Voltage Systems

- Fire systems
- Security systems
- Closed circuit televisions and video surveillance systems
- Intercom communication systems

5. Maintenance and Repairs

5.1 Service Hours and Response Time

Service shall be available to Members 24 hours per day, 365 days per year as follows. Response times shall be from vendor notification to on-site arrival:

Description	Hours (Member Time Zone Applies)	Response Time
Normal Business Hours	Monday – Friday 7:00 a.m. to 5:00 p.m.	2 hours emergency 24 hours non-emergency
After Hours	Monday-Friday 5:00 p.m. to 7:00 a.m. the next day	2 hours emergency 4 hours non-emergency
Weekend/Holiday	Saturday, Sunday or Holidays listed on page 42	2 hours emergency 4 hours non-emergency

5.2 Labor Rates

Repairs shall be billed at the contracted labor rates and shall include labor, supervision, tools, transportation and supplies.

5.3 Reimbursement for Replacement Parts

The vendor shall be entitled to reimbursement for all replacement parts. Maintenance supplies such as lubricants, tags, seals and hardware shall be included in the cost for inspection, testing, routine maintenance and repairs. All part replacements shall be approved by the Member in advance of installation. The Member may authorize a purchase approval threshold if desired. Member reserves the right to source replacement parts from other part vendors if deemed advantageous.

5.4 System Back Up Service

Back up protection should be provided by the Vendor upon Member request when systems are out of service.

5.5 Records

Vendor shall maintain complete and accurate records including replacement parts for all maintenance and repair services that include (at minimum) the date, time and type of service performed. All records shall be the property of the Member and made available at no additional charge.

5.6 Warranty Services

Vendor should coordinate all warranty claims with the original equipment manufacturer on behalf of the Member and perform labor necessary to resolve warranty issues

6. Monitoring Services

6.1 Provide a full-service UL or FM certified central station that integrates with a wide variety of commonly used systems such as Ademco, Bosch, Fire Lite, Simplex, Notifier, Silent Knight, etc.

6.2 Monitor all accounts 24 hours per day, 7 days per week, 365 days per year.

6.3 **Verify and confirm proper decoding at the monitoring station of all fire and security panel signals including but** not limited to:

- Battery Failure
- Communication Failure
- Failed to Test
- Fire Alarm
- Intrusion
- No Signal
- Open/Close Signals
- Panics
- Restorals
- Supervisory
- Waterflow Tamper

6.4 Assist Member with reprograming and testing all dialers. The vendor shall make every effort to allow Members to keep all account numbers, pass codes and ID's the same.

6.5 Provide business cards, phone labels and/or keypad placards for personnel at all monitored locations containing the central monitoring station contact information for quick reference in cases of false alarms.

6.6 Provide a web-based system that allows the Member to retrieve real time building access reports, access vent logs and the ability to put systems on test. Access through a mobile application is desired.

6.7 Dispatch the designated emergency service, alarm response firm and/or other personnel required by the Member. The vendor shall be responsible for any physical damage or theft resulting from lack of dispatch or delayed response

7. Related Products and Services

Other related products and services under this contract may include but are not limited to:

- Emergency and exit lighting
- Server room clean agent fire suppression systems
- Master clocks
- Storage and management of video data
- Radio frequency identification
- System integration and design
- Public warning/mass notification
- Stage curtain fire retardant chemicals and application

EVALUATION CRITERIA

Representatives of 1GPA will evaluate the proposals and rank them from the one most likely to the one least likely to meet the needs of 1GPA and its Members, and satisfy the requirements of the RFP. 1GPA may call for interviews to clarify information received in the proposal. In addition to interviews, or if the proposals are very closely ranked, 1GPA reserves the option to enter into discussion on pricing and/or other portions of the proposal, and may request Best and Final offers if it is determined to be in 1GPA 's own best interest. However, offering firms are cautioned that 1GPA may proceed with an award on the basis of information received in the original proposal and subsequent interviews (if held) without calling for additional discussions or Best and Final offers.

Evaluation of the proposal will be based on the following criteria. Specific weighting shall be used. The following criteria are listed in order of greatest importance:

A. Cost – (300 Points Possible) Overall pricing offered will be considered.

B. Products and Services Offered – (250 Points Possible) Demonstrated understanding of the Scope of Work required and the ability of the Offeror to deliver quality services in a timely and professional manner.

C. Experience, Expertise and Qualifications – **(275 Points Possible)** Experience, expertise and qualifications of the firm and key personnel in providing required services. Previous experience with similar or like services as outlined in this RFP is also considered.

D. Additional Value / Added Services Offered – (125 Points Possible) Other related products or services that add value to the 1GPA Members utilizing the contract offered at little or no cost, the ability to serve a national member base and the Offeror's marketing plan.

E. Responsiveness – (50 Points Possible) Overall responsiveness of the proposal and providing the required information at time of RFP submittal. The ability of the firm to accept the terms and conditions of this solicitation that will become the governing document of this contract will be considered.

SUBMITTAL REQUIREMENTS & PROPOSAL FORMAT

1. SUBMITTAL REQUIREMENTS

Offeror should prepare **one (1) original and two (2) copies (total of three paper sets)** of the proposal to the address listed on the cover of this solicitation. The original should be marked "ORIGINAL" and the copy should be marked "COPY". All offers should be submitted with Tabs for each section as indicated in the Proposal Format section below.

In addition to the paper sets, an electronic proposal is optional (but preferred) using the ProcureNow online portal. Submittal instructions for ProcureNow are found on the last page of this document under Exhibit A. Alternatively, the electronic copy may be submitted on a thumb drive with the paper copies of the proposal.

Proposals will be date and time stamped when received, whether delivered in paper format to the opening location or submitted electronically through ProcureNow. Both paper and electronic proposals must be identical and contain the same documentation.

2. PROPOSAL FORMAT

Each proposal should be submitted on the forms and in the format specified in the RFP. The material should be in sequence and related to the RFP. 1GPA will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Each proposal should contain a table of contents with a clear and complete identification of the materials submitted by section and page number. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal. The proposal should include at least the following information:

PROPOSAL FORMAT (MINIMUM REQUIREMENTS) CHECKLIST		
TAB 1	**COST**	✓
	Discount Schedule (Excel Cost Form, Tab 1)	☐
	Market Basket Pricing (Excel Cost Form, Tab 2)	☐
	Inspections and Testing (Excel Cost Form, Tab 3)	☐
	Maintenance and Repairs (Excel Cost Form, Tab 4)	☐
	Monitoring (Excel Cost Form, Tab 5)	☐
TAB 2	**PRODUCTS AND SERVICES OFFERED**	✓
	Form 2A: Products and Services Offered (Pages 36-46)	☐
	Form 2B: Subcontractor Questionnaire (Page 47)	☐
TAB 3	**EXPERIENCE, EXPERTISE AND QUALIFICATIONS**	✓
	Form 3A: Qualifications/Experience (Pages 48-49)	☐

PROPOSAL FORMAT (MINIMUM REQUIREMENTS) CHECKLIST		
	Form 3B: Past Performance (Page 50)	☐
	Form 3C: References (Page 51)	☐
	Form 3D: Performance Evaluation Survey (Page 52)	☐
	Form 3E: Financial Disclosure Questionnaire (page 53)	☐
TAB 4	**ADDITIONAL VALUE/SERVICES OFFERED**	✓
	Form 4A: Value Added Services (Page 54)	☐
	Form 4B: Marketing Plan (Pages 55-56)	☐
	Form 4C: Geographical Locations and Regions (Pages 57-58)	☐
TAB 5	**RESPONSIVENESS**	✓
	Form 5A: Responsiveness/Compliance. (Pages 59-72)	☐

FORM 2A: PRODUCTS AND SERVICES OFFERED (TAB 2)

Additional pages may be utilized.

1. Indicate below the categories of products and/or services your firm offers by placing and "X" in the appropriate box.

Description of Products:	Product	Services	Notes, Limitations or Exceptions:
Fire Alarm and Suppression Systems			
Closed Circuit Television and Video Surveillance Systems			
Security Systems			
Intercom Systems			
Alarm Monitoring Services			
Related Products/Services (List in the "Notes" Column			

2. Describe your firm's method to satisfying the Scope of Work Items listed on pages 27-32

2a. General Requirements (Scope of Work page 27)

FORM 2A: PRODUCTS AND SERVICES OFFERED (TAB 2)

2b. Products (Scope of Work pages 28-29)

Does your firm enforce minimum orders? ☐ **Yes** ☐ **No**

If yes, please describe:

How many days to deliver, on average, after receipt of order? _____

FORM 2A: PRODUCTS AND SERVICES OFFERED (TAB 2)

Describe your firm's return policy:

FORM 2A: PRODUCTS AND SERVICES OFFERED (TAB 2)

Does your firm offer online ordering capabilities? ☐ **Yes** ☐ **No**

If yes, please describe:

2c. System Design, Installation and Training (Scope of Work page 29)

FORM 2A: PRODUCTS AND SERVICES OFFERED (TAB 2)

2d. Inspection and Testing (Scope of Work pages 29-30)

FORM 2A: PRODUCTS AND SERVICES OFFERED (TAB 2)

Provide sample inspection checklists or sample reports for each of the following inspection services offered

Included TAB 2	OR	Not Applicable	Description
☐		☐	Fire Risers and Sprinklers
☐		☐	Commercial Kitchen Exhaust Hoods
☐		☐	Portable Fire Extinguishers
☐		☐	Fire Pumps
☐		☐	Rolling Steel Fire Doors
☐		☐	Fire Hoses
☐		☐	Fire Hydrants
☐		☐	Backflow Preventers
☐		☐	Low Voltage Systems – Fire Alarm System
☐		☐	Low Voltage Systems - Security
☐		☐	Low Voltage Systems – Closed Circuit Television and Video Surveillance System
☐		☐	Low Voltage Systems – Intercom Communication System

FORM 2A: PRODUCTS AND SERVICES OFFERED (TAB 2)

2e. Maintenance and Repairs (Scope of Work pages 30-31)

Provide a list of holidays your firm observes.

FORM 2A: PRODUCTS AND SERVICES OFFERED (TAB 2)

2f. Monitoring Services (Scope of Work pages 31-32)

Provide a copy of the central station's UL or FM Certification ☐ **Included in Tab 2 or** ☐ **Not Applicable**

What is the monthly capacity for receiving and storing activities and what brands of fire/security panels has your system successfully integrated with?

FORM 2A: PRODUCTS AND SERVICES OFFERED (TAB 2)

Describe your approach to new client set up. Include if manually programing dialers/panels is included.

Provide a sample activity report. ☐ **Included in Tab 2** **or** ☐ **Not Applicable**

Describe your firm's procedure for responding to an alarm notification.

FORM 2A: PRODUCTS AND SERVICES OFFERED (TAB 2)

2g. Related Products and Services (Scope of Work page 32)

Describe any products or services related to fire, security and communication system solutions your firm offers.

3. Warranty - Provide a detailed statement of warranty for the products and/or services your firm offers.

FORM 2A: PRODUCTS AND SERVICES OFFERED (TAB 2)

4. Reporting – Describe your firm's online reporting capabilities.

FORM 2B: SUBCONTRACTOR QUESTIONNAIRE (TAB 2)

Provide a list of subcontractors your firm may use to fulfill the requirements of the Scope of Work (pages 27-32)

Subcontractors are the sole responsibility of the vendor and are not employed directly by the Member. All purchase orders will be issued to the vendor. Central stations for monitoring shall be UL or FM certified (provide a copy of certification).

	Subcontractor	**License and/or Certification**
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

FORM 3A: QUALIFICATIONS/EXPERIENCE (TAB 3)

QUALIFICATIONS AND EXPERIENCE OF OFFER: *Additional sheets may be utilized.*

Please provide an executive summary of your firm's history, qualifications, and experience in providing products and services as referenced in the scope of work for this solicitation. It is the vendor's responsibility to demonstrate competence and experience in the industry. Please include a history of the firm, including the length of time in business, location of office(s) and specifically experience as it relates to the Scope of Work.

Copies of Certifications and Licenses Held by the Firm (i.e. Business License, etc.):

☐ **Included in Tab 3** ☐ **Not applicable**

FORM 3A: QUALIFICATIONS/EXPERIENCE (TAB 3)

KEY PERSONNEL: Provide information (bios) regarding the key personnel including, but not limited to, education, experience, certifications and years of service in the industry.

Certifications and licenses held by key personnel (i.e. NICT, backflow prevention certification, inspection and testing certifications, CSA Group, etc.):

☐ **Included in Tab 3** ☐ **Not applicable**

FORM 3B: PAST PERFORMANCE (TAB 3)

PAST PERFORMANCE: *Additional sheets may be utilized.*

Provide a description of any past, relevant work with school districts or public sector clients. Include a brief summary of the work completed. Offerors are responsible to provide information to show records of positive Past Performance history.

FORM 3C: REFERENCES (TAB 3)

Offeror shall list below a minimum of five (5) client references for performance history that are similar in scope of work to this solicitation. Each reference should complete the Performance Evaluation Survey on page 52 of this RFP and a copy should be included under Tab 3. Alternatively, references may email completed surveys to rseifert@1gpa.org.

1. Client Reference:_____
Street Address:_____
City:_____ State:_____ Zip:_____
Contact Name:_____ Phone:_____
Date of Contract Initiation: _____
Description of Services Provided: _____

2. Client Reference:_____
Street Address:_____
City:_____ State:_____ Zip:_____
Contact Name:_____ Phone:_____
Date of Contract Initiation: _____
Description of Services Provided: _____

3. Client Reference:_____
Street Address:_____
City:_____ State:_____ Zip:_____
Contact Name:_____ Phone:_____
Date of Contract Initiation: _____
Description of Services Provided: _____

4. Client Reference:_____
Street Address:_____
City:_____ State:_____ Zip:_____
Contact Name:_____ Phone:_____
Date of Contract Initiation: _____
Description of Services Provided: _____

5. Client Reference:_____
Street Address:_____
City:_____ State:_____ Zip:_____
Contact Name:_____ Phone:_____
Date of Contract Initiation: _____
Description of Services Provided: _____

FORM 3D: PERFORMANCE EVALUATION SURVEY (TAB 3)

Subject: Request For Proposals 21-07P Fire, Security and Communication System Solutions

Company Being Surveyed: _____

To Whom It May Concern:
1GPA is currently undergoing Performance Evaluations for the vendor listed above regarding their response to a current solicitation. The information will be used to determine the Past Performance and Qualifications of the above firm. 1GPA would greatly appreciate you taking a few minutes out of your busy day to complete the questionnaire below.
Please evaluate the performance of the vendor (**10 means-you are Always satisfied, 5 means- you are Sometimes satisfied, and 1 means- you are very Dissatisfied because of very poor performance**). If you do not have sufficient knowledge of in a particular area, leave it blank.

NO.	Criteria	Unit	Score
1	Ability to maintain schedule and provide results in a timely manner	(1-10)	
2	Quality of Products and/or Service	(1-10)	
3	Ability to understand the needs of the your agency	(1-10)	
4	Vendor's participation and assistance when "issues" arise	(1-10)	
5	Close out process (invoicing, no unexpected/hidden fees)	(1-10)	
6	Billing statements provided are easy to understand	(1-10)	
7	Ability to follow your agency's rules, regulations, and requirements	(1-10)	
8	Communication with your agency regarding schedules and timelines	(1-10)	
9	Vendor provides value added services with satisfaction of your agency	(1-10)	
10	Overall customer satisfaction based on performance (comfort level in using vendor again)	(1-10)	

Total Points _____

Any additional comments regarding vendor/services provided: _____

_____

_____ _____
Signature Date

_____ _____
Printed Name Title

_____ _____
Organization Phone Number

Thank you for your time and effort in assisting the vendor in this important endeavor. Please email this survey back to the firm requesting it as soon as possible so they can include in their response.

If preferred, you may email this form directly to Rebecca Seifert at rseifert@1gpa.org. PLEASE RETURN THIS FORM TO 1GPA NO LATER THAN February 18, 2021 @ 11:00 AM, AZ TIME.

FORM 3E: FINANCIAL DISCLOSURE QUESTIONNAIRE (TAB 3)

Offeror shall complete each item using attachments if necessary. Attachments shall indicate the item number and heading being referenced as it appears below. Please respond "Not Applicable", "N/A", or "none" as needed instead of leaving items blank. Failure to complete may result in the rejection of proposal as unresponsive:

1. Have any licenses / certifications ever been denied, revoked or suspended or provisionally issued within the past five years? If yes, please provide explanation.

2. List all judgments, arbitration awards and settlements against your firm within the last three (3) years arising from a lawsuit or claim of any nature.

3. Describe all unresolved claims, arbitration claims, lawsuits or bond claims brought by or against your firm. Include the name of all parties and a brief description of the nature of the dispute.

4. Has your firm made any filing under the United States Bankruptcy Code, assignment for the benefit of creditors or other measures taken for the protection against creditors during the last three (3) years?

5. If the Offeror's firm is a division or subsidiary of another firm, indicate below the name and address of the parent firm. Also include a description of the working relationship between the Offeror's firm and the parent firm. Specify what impact, if any, this relationship would have on the Offeror's firm's ability to meet the requirements for services described in this solicitation.

6. Has your company ever had a name change in the past? _____Yes _____No
   If yes, provide all prior name(s) your company has used and year(s) of operation.

10. What are the annual sales for the past 3 years for your firm?

2019: _____ 2018: _____ 2017: _____

Note: 1GPA reserves the right to request a copy of audited financial statements for the immediate past two fiscal years.

FORM 4A: VALUE ADDED SERVICES (TAB 4)

VALUE ADDED SERVICES: *Additional sheets may be utilized.*

Identify any other related value-added services your firm offers at little or no cost that support your firm's primary business such as vendor managed inventory, consignment programs, lunch and learns, etc. Any associated fees shall be included in the Excel Cost Form Tab 3 (filed in Tab 1 of your response).

FORM 4B: MARKETING PLAN (TAB 4)

MARKETING PLAN: *Additional sheets may be utilized*

1. Describe your firm's strategy to successfully market, promote and communicate the benefits of this contract to current and potential 1GPA Members nationwide.

2. Describe how your firm will train your employees to properly use the contract.

FORM 4B: MARKETING PLAN (TAB 4)

3. List any organizations and trade shows your firm actively participates in. Describe how the 1GPA contract will be displayed and promoted.

FORM 4C: GEOGRAPHICAL REQUIREMENTS & PROPOSAL FORMAT (TAB 4)

Place "P" for Products, "S" for Services or "PS" for Products and Services in the box(es) next to the geographical locations served by your firm. Mark the appropriate "All" boxes if your firm provides products and/or services to all states listed in a Division (no need to mark each state individually).

REGION 1: Northeast		***P, S or PS***
Division 1: New England	All	
	Connecticut	
	Maine	
	Massachusetts	
	New Hampshire	
	Rhode Island	
	Vermont	
Division 2: Mid Atlantic	All	
	New Jersey	
	New York	
	Pennsylvania	

REGION 2: Midwest		***P, S or PS***
Division 3: East North Central	All	
	Illinois	
	Indiana	
	Michigan	
	Ohio	
	Wisconsin	
Division 4: West North Central	All	
	Iowa	
	Kansas	
	Minnesota	
	Missouri	
	Nebraska	
	North Dakota	
	South Dakota	

REGION 3: South		***P, S or PS***
Division 5: South Atlantic	All	
	Delaware	
	Florida	
	Georgia	
	Maryland	
	North Carolina	
	South Carolina	
	Virginia	
	District of Columbia	
	West Virginia	
Division 6: East South Central	All	
	Alabama	
	Kentucky	
	Mississippi	
	Tennessee	
Division 7: West South Central	All	
	Arkansas	
	Louisiana	
	Oklahoma	
	Texas	

REGION 4: West		***P, S or PS***
Division 8: Mountain	All	
	Arizona	
	Colorado	
	Idaho	
	Montana	
	Nevada	
	New Mexico	
	Utah	
	Wyoming	
Division 9: Pacific	All	
	Alaska	
	California	
	Hawaii	
	Oregon	
	Washington	

FORM 5A: RESPONSIVENESS/COMPLIANCE

RESPONSIVENESS: Offerors shall confirm that all documentation requested herein has been completed, signed and submitted. If not, state the reason for the omission.

Requested Copies	
DESCRIPTION:	**Check**
1. Original Hardcopy	☐
2. Two Additional Hardcopies	☐
3. Electronic Copy (submitted via ProcureNow portal or thumb drive)	☐

Required Forms	
DESCRIPTION:	**Check**
1. Proposal and Contract Acceptance Form (Page 5)	☐
2. Confidential/Proprietary Submittals Form (Page 60)	☐
3. Deviations/Exceptions Form (Page 61)	☐
4. Non-Collusion Affidavit (Page 62)	☐
5. EDGAR Certifications (Page 63-67)	☐
6. Debarment Certification (Page 68)	☐
7. Anti-Trust Certification (Page 69)	☐
8. Minority/Women Business Enterprise (MWBE) and Historically Underutilized Business (HUB) Form (Page 70)	☐
9. Certificate of Insurance (Page 71)	☐
10. W-9 Form (Page 72)	☐
11. Addendum acknowledgement (if applicable). The offeror is responsible for checking the Public Purchase or AZ Purchasing websites for any amendments issued.	☐

CONFIDENTIAL/PROPRIETARY SUBMITTALS

Confidential/Proprietary Submittal (mark one):

☐ **No confidential/proprietary materials included.**

☐ **Confidential/Proprietary materials included.** Offerors should identify below any portion of their Proposal deemed confidential or proprietary. Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and 1GPA prior to any public disclosure. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information. 1GPA will be the final judge if materials will be accepted as confidential or not. **Request to deem the entire Proposal or price as confidential will not be a consideration.**

Complete description of the material to be considered confidential, including the page number, paragraph and other identifiable information must be outlined below.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

The undersigned hereby acknowledges that any items deemed to be confidential or proprietary are clearly listed on this Form.

_____
Offeror Name

_____ _____
Authorized Signature *Date*

_____
Printed Name and Title

DEVIATIONS/EXCEPTIONS

Offerors shall indicate any and all deviations/exceptions taken to the provisions or specifications in this solicitation document. Clearly identify the specific paragraph(s) of the Solicitation where the exceptions occur and describe in detail. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Proposal may negatively affect the solicitation evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Proposal. No exceptions included in the Proposal shall become part of the resulting Contract unless agreed and accepted to by 1GPA.

Deviations / Exceptions (mark one):

☐ **No Deviations / Exceptions**

☐ **Deviations / Exceptions Taken (explain in detail – attach additional pages if needed):**

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

The Undersigned hereby acknowledges that any deviation/exceptions to this Solicitation are clearly listed on this Form.

_____

Offeror Name

_____ _____

Authorized Signature *Date*

_____

Printed Name and Title

NON-COLLUSION AFFIDAVIT

State of _____ County of _____

_____ _____

Name Title

_____

Company Name

As an authorized representative of the persons, corporation, or company who makes the accompanying Proposal, and having first been duly sworn, I hereby depose and state as follows:

The accompanying Proposal is genuine, and such Offer is neither a sham nor collusive, nor is such Offer made in the interest or on behalf of any person or corporation not named herein.

The Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham or collusive bid, or induced or solicited any other Offeror to refrain from submitting an Offer.

The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself advantage over any other Bidder.

The Offeror has taken steps and exercised due diligence to ensure that no violation of A.R.S § 15-213(O) has occurred.

Signed:_____

Title: _____

Subscribed and sworn to before me

This _____ day of _____, 20_____

_____

Signature of Notary Public in and for the

State of _____

County of _____

My Commission Expires on _____

THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR RESPONSE

EDGAR CERTIFICATIONS

The following certifications and provisions are required and apply when a 1GPA Member expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between 1GPA, Member and awarded Vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:

(A) Contractor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when 1GPA Member expends federal funds, 1GPA reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(B). Termination for Cause or Convenience

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when 1GPA Member expends federal funds, 1GPA or its Member reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. 1GPA also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if 1GPA believes, in its sole discretion that it is in the best interest of 1GPA to do so. Vendor will be compensated for work performed and accepted and goods accepted by 1GPA as of the termination date if the contract is terminated for convenience of 1GPA. Any award under this procurement process is not exclusive and 1GPA reserves the right to purchase goods and services from other vendors when it is in 1GPA's best interest.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(C). Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when 1GPA Member expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

(D). Davis-Bacon Act

When required by Federal program legislation, contractor agrees that, for all prime construction contracts in excess of $2,000, contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. Current prevailing wage determination issued by the Department of Labor are available at www.wdol.gov. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Contractor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the

construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The 1GPA Member must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when 1GPA Member expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(E). Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers, Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when 1GPA Members expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by 1GPA resulting from this procurement process.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(F). Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term of an award for all contracts by 1GPA resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (6) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(G) Clean Air Act and Federal Water Pollution Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term of an award for all contracts by 1GPA resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(H) Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the

names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term of an award for all contracts by 1GPA resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term and after the awarded term of an award for all contracts by 1GPA resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(J) Procurement of Recovered Materials

When federal funds are expended, Member and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by the Member, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

EDGAR CERTIFICATIONS

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by 1GPA Member for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When 1GPA Member expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of 1GPA not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

1GPA has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

EDGAR CERTIFICATIONS

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Vendor's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension,” as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

_____

Company Name

_____

Signature of Authorized Company Official

_____

Printed Name

_____

Date

ANTITRUST CERTIFICATION STATEMENT

Texas Government Code
§2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below.
2. In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15.
3. In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the company has directly or indirectly communicated any of the contents of this bid to a competitor of the company or any other company, corporation, firm, partnership, or individual engaged in the same line of business as the company listed.

Vendor Name _____
(Please Type or Print)

Address _____

_____

_____

_____

Phone _____ Fax _____

Email _____ Website _____

Name of Person Submitting Bid _____

Signature _____ Date _____

Position with Company _____

MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) AND HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

Bidding companies that have been certified as Historically Underutilized Business (HUB) or Minority/Women Business Enterprise (MWBE) entities are encouraged to indicate their HUB and MWBE status when responding to this Bid Invitation.

Vendor certifies that this firm is a MWBE (Required by some participating agencies)	☐ Yes	☐ No
Vendor certifies that this firm is a HUB (Required by some participating agencies)	☐ Yes	☐ No

Please scan a copy of MWBE and/or HUB certification letter and the percentage of your business with MWBE and/or HUB suppliers, if applicable, in your bid response in the Response Attachments section.

I, the authorized representative for the company named below, certify that the information concerning residency certification, and MWBE and HUB certifications have been reviewed by me and the information furnished is true to the best of my knowledge.

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number:_____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)_____

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE MEMBER, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW. THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY OTHER CONTRACTOR OBLIGATIONS.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE:	FAX:	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:		
INSURED	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS – COMP/OP AGG 	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

THE MEMBER SHALL BE ADDED AS ADDITIONAL INSURED AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE. IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELLED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE MEMBER WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE MEMBER. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

CERTIFICATE HOLDER	CANCELLATION
1GPA 1910 W Washington Street Phoenix, AZ 85009	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2014/01)

SAMPLE

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

EXHIBIT A

1GPA in conjunction with Pinal County ESA utilizes an online public portal known as ProcureNow to accept electronic copies of proposals. Please be advised that in addition to the requested electronic submission through ProcureNow, an original (paper format) proposal is to be submitted by the proposal due date and time at the address listed on the cover of this document. Both paper and electronic proposals must be identical and contain the same documentation.

Please contact ProcureNow at https://help.procurenow.com/en/ for technical questions related to your submission.

Please follow these instructions to submit via the ProcureNow public portal.

1. **Prepare your submission materials:**

Requested Information/Document	*File Type/Format*
PROPOSAL	PDF (.pdf)
EXCEL COST FORM	EXCEL (.xlsx)

- Note the type and number of files allowed.
- **Do not embed** any documents within your uploaded files, as they will not be accessible or evaluated.

2. **Upload your submission at: https://secure.procurenow.com/portal/1GPA**

- Your submission must be uploaded, submitted, and finalized prior to the Closing Time of:

FEBRUARY 18, 2021 AT 11:00 A.M. ARIZONA TIME

- We strongly recommend that you give yourself sufficient time and at least **ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

- Each item of Requested Information/Document will only be visible after the Closing Time.
- Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.
- You will receive an email confirmation with a date/time stamp once you finalize your submission.
- Minimum system requirements: ProcureNow is compatible with major browsers such as Chrome, Firefox, Microsoft Internet Explorer, Edge and Safari. It can be accessed on all Andriod and IOS devices.

1Government Procurement Alliance

PINAL COUNTY SCHOOL OFFICE esa

Executive Summary
Fire, Security and Communication System Solutions
RFP #21-07P

The purpose of this solicitation is to establish contracts with the most advantageous firms that provide Fire, Security and Communication System Solutions including but not limited to product purchase, installation, training, inspection and testing, repair, maintenance and monitoring services to the Members of 1GPA Cooperative on an as-needed basis in compliance with Arizona School Procurement Rules.

Pinal County ESA/Mary C. O'Brien, is the lead agency for this procurement. Jill Broussard, Superintendent, approved this procurement on December 17, 2020 and contracts were awarded on April 14, 2021.

On January 13, 2021 the request for proposals was issued and sent to the prospective offerors via Public Purchase and posted on the 1GPA website. A total of 379 registered vendors received notification of the solicitation.

This solicitation was advertised as follows:

Florence Reminder & Blade Tribune on January 14, 2021and January 21, 2021
San Manuel Miner on January 13, 2021 and January 20, 2021
Arizona Capitol Times on January 15, 2021
USA Today on January 15, 2021
DJE Oregon on January 15, 2021
AZ Business Gazette on January 14, 2021 and January 21, 2021

An amendment was issued on February 12, 2021 to make various changes to the terms and conditions of the solicitation. Another amendment was issued on February18, 2021 to extend the due date and time for proposals. The Public Opening was held on February 25, 2021 at 11:00 a.m. Twenty (20) proposals were received.

The offers submitted were forwarded to each member of the evaluation committee. The overall evaluation process was discussed with the committee. Various handouts were provided to each member to assist with their review. An evaluation committee member statement was signed by each committee member.

The evaluation committee consisted of Rebecca Seifert, Procurement Specialist, 1GPA and Shannon Adams, HR Director/Board Secretary, Pinal County ESA.

The committee members independently scored each proposal. After reviewing the contents and information submitted, it was determined to award contracts to sixteen firms.

1GPA is awarding contracts to cover all of Arizona. Firms were also allowed to submit responses to include other states. Firms shall follow the laws as applicable in all states in which they submitted offers and assure that this solicitation meets the requirements of said states.

It was determined that a single award is not advantageous for the Lead Agency and all cooperative members of 1GPA. The solicitation authorized multiple awards to meet the needs of 1GPA's diverse membership and the broad geographic coverage. Award was recommended to the least number of vendors and a complete justification for multiple award has been determined and is included in the procurement file.

Awarded Firms

Alarm Electronics & Communications
American Fire Equipment Sales & Services, a division of The Hiller Companies, Inc.
Amer-X Security, Inc.
APi National Service Group
Benson Security Systems, Inc.
Climatec, LLC
Commercial Systems Technology, Inc.
Copperstate Fire Protection
ECD Systems, LLC
Fire Security Electronics & Communication, Inc.
Intelligrated Communications, Inc.
Johnson Controls Fire Protection, LP
Logicalis, Inc.
Metro Fire Equipment
Next Protection
Wilson Electric Service Corp., dba Netsian Technologies Group

This is a multi-year contract beginning on May 1, 2021 for one year. The contract may be extended up to a maximum of four (4) additional years on a year-to-year basis. Annual renewals would be based solely on the determination of the Lead Agency and 1GPA as to the performance, costs and general quality of the services provided by the successful vendors selected. Determination for usage of a Multiple Term Contract in accordance with A.A.C. R7-2-1093 has been provided in the solicitation files.

COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)
BETWEEN THE CITY OF BUCKEYE
AND
METRO FIRE EQUIPMENT, INC.

FIRE, SECURITY AND COMMUNICATION SYSTEM SOLUTIONS
CONTRACT NO. 2024094

THIS COOPERATIVE CONTRACT PURCHASE ADDENDUM (this "Addendum") is entered into as of April 15, 2024 between the City of Buckeye, an Arizona municipal corporation (the "City"), and Metro Fire Equipment, Inc., an Arizona corporation (the "Contractor").

WHEREAS, after a competitive procurement process, which is documented in the Award attached hereto as part of Exhibit A, 1GPA and Contractor entered into Contract No. 21-07P-14, dated May 1, 2021 (such contract and subsequent amendments thereto herein referred to as the "1GPA Contract") The 1GPA 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, which is attached hereto as Exhibit B 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 1GPA 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 1GPA Contract, except to the extent superseded herein. All references in the 1GPA Contract to 1GPA 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 until June 30, 2024 unless such term is modified or extended pursuant to the terms of the 1GPA Contract. Payments to the Contractor shall be calculated in accordance with the Fee Schedule, which is attached hereto as part of Exhibit B, in a total amount not to exceed **Twenty-Six Thousand Eight Hundred Two Dollars and Seventy-One Cents ($26,802.71)**.

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, and **Exhibit A,** and **Exhibit B**, 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	METRO FIRE EQUIPMENT, INC., an Arizona corporation
William Kauppi, Chief Financial Officer	Blake Moody, Operations Manager

EXHIBIT A
TO
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2024094

[1GPA Contract]

See following pages.

NATIONAL PURCHASING COOPERATIVE

Pinal County School Office
EDUCATION SERVICES

Contract Extension/Amendment

February 15, 2024

Metro Fire Equipment
63 S. Hamilton Place
Gilbert, AZ 85233
Attn: Tiare Lomu (tiare.lomu@metrofireaz.com, Kathy.kleker@metrofireaz.com)

Re: Extension Agreement for Contract #21-07P-14, Fire, Security and Communication System Solutions

The above referenced contract is hereby mutually extended for an additional one (1) year period until May 1, 2025. This is the fourth year of a potential five-year agreement. **Please indicate your desire to extend your contract by completing and emailing back the signed Contract Extension along with the following documentation:**

- ☐ Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance).
- ☐ Proof/Verification of ROC Licensing in good standing (if applicable).
- ☐ Proof of any other applicable licensing related to your contract.
- ☐ Proof/Verification of good standing with Arizona Corporation Commission or other State's comparable Corporations/Business Division or Secretary of State (as applicable).
- ☐ Updated Contact Information Sheet completed.

Please check ONE of the following appropriate boxes regarding pricing:

☐ No contract pricing updates. Current price on file is accurate.

☐ Our contract pricing is based on a firm-fixed price list. We are providing an updated firm-fixed price list for 1GPA's approval with this extension.

☐ Our contract pricing is based on a percentage discount. We are providing new price lists for 1GPA's approval with this extension. *Note: Percentage Discounts remain the same as per contract terms and conditions.*

☐ We are aware of new price lists that will be available during the upcoming contract year. We will present those when received. Current price lists will remain on file until updated price lists are received and approved by 1GPA.

Please include a brief description of all the price updates below:

We will send updated price lists as soon as we receive them.

It is the contractor's responsibility to keep all pricing up to date and on file with 1GPA. All price changes must be provided to 1GPA for review and utilizing the same format provided in the contractor's original proposal.

By signing this document, vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

In addition, please verify that your company is providing usage reports as per the terms of your contract. If you have any questions or concerns regarding these reports, please feel free to contact Michelle Aiken by email: maiken@1GPA.org.

Except as otherwise expressly provided in this amendment, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Vendor Acceptance/Signature: Blake Moody	
Printed Name: Blake Moody	
Title: Vice President	Date: March 4, 2024
1GPA Authorized Signature: Christy Knorr	
Printed Name: Christy Knorr	
Title: President	Date: 3/13/2024
Pinal County ESA Authorized Signature: Jill M. Broussard	
Printed Name: Jill Broussard	
Title: Superintendent	Date: 3/25/24

COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)
BETWEEN
THE CITY OF BUCKEYE
AND
METRO FIRE EQUIPMENT, INC.

Contract No. 2024094

CHANGE ORDER # 1

THIS CHANGE ORDER # 1 (this "Change Order") is entered into as of August 27, 2024 between the City of Buckeye, an Arizona municipal corporation (the "City") and Metro Fire Equipment, Inc., an Arizona corporation (the "Contractor").This Change Order modifies certain sections of Contract No. 2024094 (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 **$26,802.71** to **$226,802.71.**

2. **New Section,** Clickwrap Terms Excluded. In the event the Contract's terms of sale or service were provided to the City only upon "acceptance" of a "clickwrap" or "clickthrough" agreement, such terms of sale or service shall not be binding upon the City. No oral agreement, "clickwrap" or "clickthrough" agreement or other understanding shall in any way modify a City issued or approved contract or this Contract.

RECITAL OF CONTRACT TERM (END-DATE) AND CONTRACT PRICE:

The Contract term end date is governed by a cooperative purchase contract end-date.

The original Contract Price was not-to-exceed (NTE) $26,802.71
The amended Contract Price at the time of this Change Order was NTE $26,802.71
The amended Contract Price after this Change Order is and shall be NTE $226,802.71.

For reference purposes, **Attachment "1"** attached hereto includes selected pages/portions of the Contract.

ADDITIONAL PROVISIONS:

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, 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 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:

METRO FIRE EQUIPMENT, INC.,
an Arizona corporation

By: _____

Its: VP

(REV. 05.15.2024) (smf)

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAmhcsyeJccpkyf9L3QWxe3-sAY7SZ4kZa

Attachment "1"

Selected Pages/Portions of Contract

COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)
BETWEEN THE CITY OF BUCKEYE
AND
METRO FIRE EQUIPMENT, INC.

FIRE, SECURITY AND COMMUNICATION SYSTEM SOLUTIONS
CONTRACT NO. 2024094

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CITY	**CONTRACTOR**
THE CITY OF BUCKEYE, an Arizona Municipal corporation	METRO FIRE EQUIPMENT, INC., an Arizona corporation
William Kauppi, Chief Financial Officer	Blake Moody, Operations Manager

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAdlQYEzAbudP6zKB9ktRkLjfSIV6MhsV9

EXHIBIT A
TO
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2024094

[1GPA Contract]

See following pages.

NATIONAL PURCHASING COOPERATIVE

Pinal County School Office
EDUCATION SERVICES

Contract Extension/Amendment

February 15, 2024

Metro Fire Equipment
63 S. Hamilton Place
Gilbert, AZ 85233
Attn: Tiare Lomu (tiare.lomu@metrofireaz.com, Kathy.kleker@metrofireaz.com)

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Vendor Acceptance/Signature: Blake Moody	
Printed Name: Blake Moody	
Title: Vice President	Date: March 4, 2024
1GPA Authorized Signature: Christy Knorr	
Printed Name: Christy Knorr	
Title: President	Date: 3/13/2024
Pinal County ESA Authorized Signature: Jill M. Broussard	
Printed Name: Jill Broussard	
Title: Superintendent	Date: 3/25/24

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/05/24	**AGENDA ITEM:** 4.K. AV - Ratification of Federal Aviation Administration (FAA) grant receipt of $450,000 from June 2023.
DATE PREPARED: 10/31/24	**DISTRICT NO.:** 1
STAFF LIAISON: Scott Lowe, Aviation Assets Director, slowe@buckeyeaz.gov, (623) 349-6815	
DEPARTMENT: Buckeye Municipal Airport	**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 and ratify the City's acceptance of a grant from the Federal Aviation Administration (FAA) of $450,000 for the purposes of updating the design of the Taxiway and South Apron Reconstruction Phase II project.

SUMMARY

PROJECT DESCRIPTION:
This project includes the Phase II South Apron and Taxiway J Reconstruction. The purpose of this project was to enhance wingtip clearance along the western edge of the T-hangar area so that all aircraft can access the end of Runway 35 from the apron area. This project was bid in early 2023, at which time the bids came in too high for the FAA to allow for the awarding of construction. The local FAA Aviation Districts Office offered a grant to Buckeye in the amount of $450,000 to allow our Airport Engineer to repackage the design for bidding in early 2024; however, that grant was not brought to Council for approval of receipt. Subsequently, the project was repackaged and advertised in early calendar year 2024 and the bids came in favorably for FAA award of nearly $2.7M in grant funding for construction and construction management. The construction grant was approved by Council on June 18, 2024, and construction is currently underway. This grant request was accepted by the City in June 2023 and requires ratification of the acceptance by Council.

BENEFITS:
Provides the necessary funding to complete the Taxiway J Reconstruction project phase II.

FUTURE ACTION:
The completion of construction and the proper close-out of this grant.

FINANCIAL IMPACT STATEMENT:
$450,000 grant revenue for expenditure for the Taxiway and Apron Reconstruction project, in addition to local match of $22,089.83 and Arizona Department of Transportation match of $22,089.83 for a grand total of $494,179.66

CURRENT FISCAL YEAR TOTAL COST:
$494,179.66

FUND/DEPARTMENT:
Aviation CIP 50211200-542051

Items related to a project or facility location must include an attached vicinity map for Council

Review.
ATTACHMENTS:
4K BXK-WPG-3-04-0005-026-2023-Grant_Agreement signed.pdf
4K Signed Grant Application SF424.pdf

U.S. Department of Transportation Federal Aviation Administration

Airports Division Western-Pacific Region Arizona,Nevada

Phoenix Airports District Office: 3800 N Central Ave, Ste 1025 Phoenix, AZ 85012-2136

June 13, 2023

Dan Cotterman
City Manager
City of Buckeye
423 Arizona Eastern Avenue
Buckeye, AZ 85236

Dear Mr. Cotterman:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-04-0005-026-2023 at Buckeye Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 15, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
    1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
    2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Tim Morrison, (602) 792-1069, tim.morrison@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Mike N. Williams
Manager
[ADO has discretion to delegate signature authority to Program Manager]

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	June 13, 2023
Airport/Planning Area	Buckeye Municipal Airport
FY2023 AIP Grant Number	3-04-0005-026-2023
Unique Entity Identifier	WYJHKKNHLA38

TO: Town of Buckeye
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 7, 2023, for a grant of Federal funds for a project at or associated with the Buckeye Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Buckeye Municipal Airport (herein called the "Project") consisting of the following:

Design and Pre Construction Services for Taxiway J

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project

Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 91.06 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $450,000.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $ 0 for planning;
   $ 450,000 airport development or noise program implementation; and,
   $ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 15, 2023, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share

or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any

steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

a. *Posting of contact information*.

1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a recipient that is a private entity*.

1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:

i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.

2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or

ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –

a) Associated with performance under this Grant; or

b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

c. *Provision applicable to a recipient other than a private entity*. We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –

i. Associated with performance under this Grant; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

d. *Provisions applicable to any recipient*.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.

2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and

ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.

3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions*. For purposes of this Grant Condition:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or

ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.

ii. Includes:

a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

i. Gross mismanagement of a Federal grant;
ii. Gross waste of Federal funds;
iii. An abuse of authority relating to implementation or use of Federal funds;
iv. A substantial and specific danger to public health or safety; or
v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
   v. A court or grand jury;
   vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
   vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

   1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

   2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

   3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

   1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS

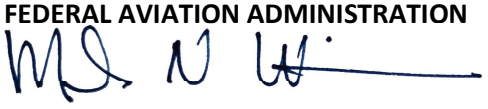
28. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

Mike N Williams

(Typed Name)

Manager, Phoenix Airports District Office

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated June 13, 2023

Town of Buckeye

(Name of Sponsor)

Dan Cotterman (Jun 13, 2023 20:26 PDT)

(Signature of Sponsor's Authorized Official)

By: Dan Cotterman

(Typed Name of Sponsor's Authorized Official)

Title: City Manager

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Scott McCoy , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Arizona__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at June 14, 2023

By: Scott McCoy (Jun 14, 2023 08:50 PDT)

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1], [2]

f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.[1]

g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1] [2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

   1. eliminate such adverse effect in a manner approved by the Secretary; or
   2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**Town of Buckeye**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of June 7, 2023.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:
	BXK

5a. Federal Entity Identifier:	5b. Federal Award Identifier:
3-04-0005	

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:	City of Buckeye

* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. Organizational DUNS:
86-6000236	

d. Address:

* Street1:	3000 S Palo Verde Rd
Street2:	
* City:	Buckeye
County/Parish:	
* State:	AZ: Arizona
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	85326-5490

e. Organizational Unit:

Department Name:	Division Name:
Engineering	Buckeye Municipal Airport

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	Mr.	* First Name:	Scott
Middle Name:			
* Last Name:	Lowe		
Suffix:			

Title:	Airport Asset Director
Organizational Affiliation:	
* Telephone Number:	623-349-6815
Fax Number:	
* Email:	slowe@buckeyeaz.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

N/A

* Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Design the Taxiway and South Apron Reconstruction Phase II project at Buckeye Municipal Airport. Reconstruction and realignment of approximately 11,500 square yards of Taxiway D3 and Taxiway J.

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: AZ-003 * b. Program/Project: AZ-003

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 06/01/2022 * b. End Date: 07/26/2022

18. Estimated Funding ($):

* a. Federal	450,000.00
* b. Applicant	22,089.83
* c. State	22,089.83
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	494,179.66

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Javier

Middle Name:

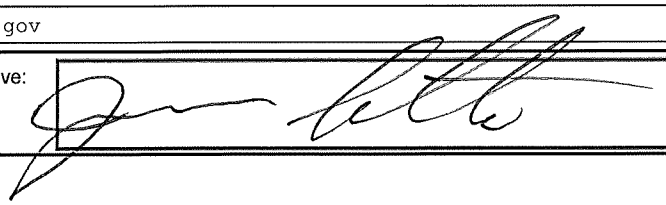
* Last Name: Setovich

Suffix:

* Title: Deputy City Manager

* Telephone Number: 623-349-6997 Fax Number:

* Email: jsetovich@buckeyeaz.gov

* Signature of Authorized Representative:  * Date Signed: 6/7/23

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/05/24	**AGENDA ITEM:** 4.L. CIP - No. 109280 Fire Station 703 Exterior Repairs - Brycon Corporation - JOC
DATE PREPARED: 10/31/24	**DISTRICT NO.:** 6
STAFF LIAISON: Steve Riley, Project Manager, sriley@buckeyeaz.gov, (623) 687-8442	
DEPARTMENT: Engineering	**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. 1 to the Job Order Contract (JOC No. 2025088) between the City of Buckeye, an Arizona municipal corporation, and Brycon Corporation, a New Mexico corporation, related to Fire Station 703 Exterior Repairs, CIP No. 109280; and authorizing the City Manager to execute and deliver said Delivery Order on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:
This Council action will allow for construction to begin on the completing phases for Fire Station 703 Exterior Repairs. Brycon Corporation is the Job Order Contractor, and will perform all pre-construction services, management, and construction services including providing all materials, equipment, tools, and labor necessary to complete the work. The JOC will also coordinate with and provide comments to the City of Buckeye project manager to ensure that the project is constructible and within the established budget. Including contingency, the total amount to be paid under this project shall not exceed $499,784.86.

Fire Station 703, built in 2011, has experienced issues with the detachment of decorative stone elements. In the summer of 2023, the City of Buckeye engaged a structural engineer to assess the facility. The assessment determined that the highest priority is the repair of architectural stone around all man doors and windows. Phase 1 of the project has been completed by GCON, with the remainder of the phases to be completed by Brycon.

BENEFITS:
Stone repair around the main doors and windows improve the building safety for the fire department personnel, staff. and visitors.

FUTURE ACTION:
Full construction completion for the fire department personnel, staff, and visitors.

FINANCIAL IMPACT STATEMENT:
The project is programmed in the CIP program in FY25. The total cost of this JOC will not exceed the contracted amount of $499,784.86.

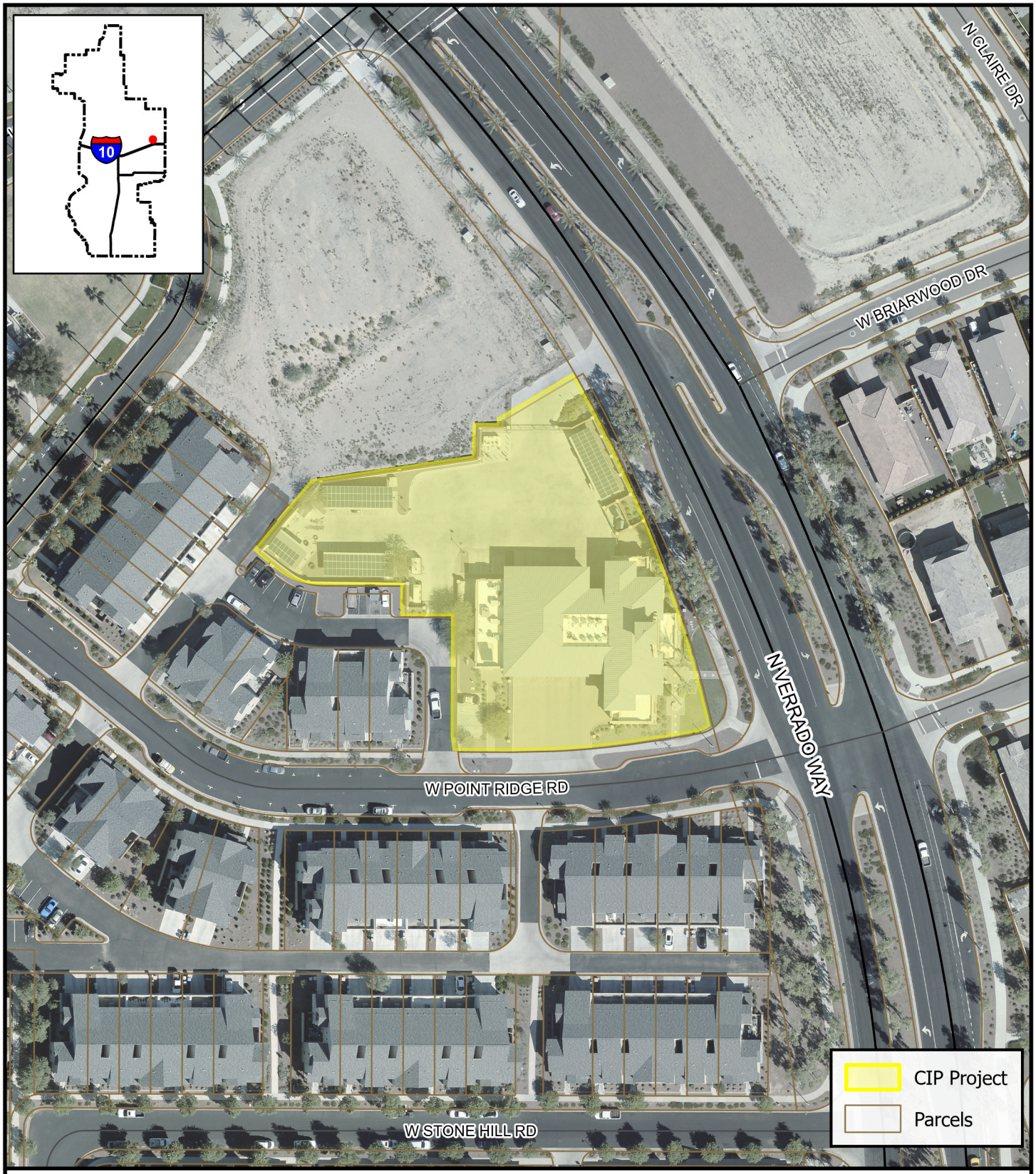
CURRENT FISCAL YEAR TOTAL COST:
The total cost of this JOC will not exceed the contracted amount of $499,784.86.

BUDGETED:
Yes

FISCAL YEAR:
FY25

FUND/DEPARTMENT:
50212140-543226

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
CIP109280_8x10.pdf
4L DO 1 Brycon.pdf



BUCKEYE, AZ

CIP 109280 Fire Station 703 Exterior Repairs

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.

0 50 100 200 Feet

N

Date: 10/1

JOB ORDER CONTRACT DELIVERY ORDER
BETWEEN
THE CITY OF BUCKEYE
AND
BRYCON CORPORATION

JOB ORDER CONTRACT NO. 2025088
DELIVERY ORDER #1
FIRE STATION 703 EXTERIOR REPAIRS

THIS DELIVERY ORDER #1 (this "Delivery Order") is entered into as of _____, between the CITY OF BUCKEYE, an Arizona municipal corporation (the "City"), and Brycon Corporation, a New Mexico corporation (the "Contractor"). This Delivery Order is subject to and governed by the terms and conditions of Job Order Contract No. 2025088 between the City and Contractor, dated September 3, 2024 (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 Fire Station 703 Exterior Repairs 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 on or before **June 30, 2025.** 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 Ninety-Nine Thousand Seven Hundred Eighty-Four Dollars and Eighty-Six Cents ($499,784.86)**, summarized as follows:

ARTICLE 4
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 5
EXHIBITS

This Delivery Order includes and incorporates the following Exhibits:

Exhibit A – Proposal

[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:

BRYCON CORPORATION,
a New Mexico corporation

_____
Kevin Freis, Vice President of Construction

ATTEST:

_____
Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi
_____
William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

EXHIBIT A
TO
DELIVERY ORDER #1

PROPOSAL

PROJECT NAME: City of Buckeye Fire Station 703 Façade Repairs

LOCATION: 2582 N Verrado Way, Buckeye, AZ 85396

Date: 9/11/2024 **Estimate No.:** E24-056

Estimator: Michael Kupanoff **Revision No.:** 1

QUALIFICATIONS & CLARIFICATIONS

General Requirements & Assumptions

- Proposal is based on plans by **Kimley Horn**, stamped **11/13/23**, and specifications dated **6/9/2023.**
- Project duration is estimated to be **2** months.
- This is an MRRA project. If the project total exceeds $750,000 at any time during the project, gross receipts tax will be added to the project.
- Payment and performance bonds are included.
- Provide full time field supervision on site, at all times, during construction activities.
- Provide qualified person responsible for safe performance of work.
- Host weekly progress meetings attended by the project manager and superintendent.
- Daily and final cleanup of trash and construction debris to Brycon provided dumpsters.
- ***NOTE: Proposal is based upon 1 Mobilization for all packages.***
- ***NOTE: Assumes if office is needed, City of Buckeye will provide office at existing facility.***

Masonry

- **INCLUDES THE FOLLOWING PACKAGES.**
- **NOTE: Proposals are based upon given quantities from Engineer.**
- **Package 1: (EXCLUDED FROM THIS SCOPE OF WORK – BY OWNER)**
- **Package 2:**
    - Drill and Epoxy Dowels (650 ea)
    - Drill and Epoxy Anchors (380 ea)
    - Grout Repair (1,535 LF)
- **Package 3:**
    - Remove Existing Grout Lines to a Minimum Depth of 1/2" (1,980 LF)
    - Seal All Grout Lines with Non-Shrink Grout

Caulking and Sealants

- Seal all joints for precast masonry units

Exclusions

- Package 1 of the 3 packages. Package 1 is to be done by owner.
- Off hours or weekend work.
- Hazardous materials testing or abatement.
- Permits, plan reviews, and associated fees.
- Unforeseen conditions.
- Hard Dig.
- Utility Realignments.
- BIM & CAD Documents/As-Builts.
- Geotech Reports.
- Special Inspections.
- Architectural and Engineering design costs and fees.
- Supplying or replacing damaged precast masonry units. Masonry units existing and any broken/cracked units due to removing off existing wall, drilling or attaching back to existing wall is excluded and units will be replaced and supplied by owner.
- Repair/Removing existing stains or discoloration of masonry units.
- Repairs/patching of existing roof underlayment or tiles to existing roof.
- Concrete slab replacement, repairs, epoxy, epoxy patching or sealing.
- Repair or replacement of any garage doors.
- Repair or replacement of any frames.
- Repair or replacement of any glazing.
- Electrical light fixtures repairs/replacement.

Base Bid: $499,784.86

If there are any questions and/or comments, please do not hesitate to call me at 480.785.9911.

Sincerely,

BRYCON CORPORATION

cc: Kevin Freis, Vice President of Construction

BRYCON
QUALITY. PRECISION. PURPOSE.

ESTIMATE SUMMARY

Owner: City of Buckeye
Contact: Steve Riley

Project: **City of Buckeye Fire Station 703 Facade Repairs**
Location: Buckeye
Building Area: **1**
Site Area: **1**
Construction Duration: **8** Weeks

Date: **9/11/2024**
Time: **2:34 PM**
Estimator: **Mkupanoff**
Estimate #: **E24-056**
Revision: **1**

DIV	DESCRIPTION	% TOTAL COST	UNIT COST BLDNG. AREA	TOTAL MANHOURS	LABOR COST TOTAL	MATERIAL COST	SUBCONTRACT COST	TOTAL	COMMENTS
1	GENERAL REQUIREMENTS	2.27%	11330.00	80	3,840	2,990	4,500	11,330.00	
2	EXISTING CONDITIONS	0.00%	0.00	0	0	0	0	0.00	
2	EARTHWORK	0.00%	0.00	0	0	0	0	0.00	
2	EXTERIOR IMPROVEMENTS	0.00%	0.00	0	0	0	0	0.00	
2	UTILITIES	0.00%	0.00	0	0	0	0	0.00	
3	CONCRETE	0.00%	0.00	0	0	0	0	0.00	
4	MASONRY	73.41%	366903.00	0	0	0	366,903	366,903.00	
5	METALS	0.00%	0.00	0	0	0	0	0.00	
6	WOOD AND PLASTICS	0.00%	0.00	0	0	0	0	0.00	
7	THERM./MOIST. PROTECT	4.46%	22267.00	0	0	0	22,267	22,267.00	
8	DOORS & WINDOWS	0.00%	0.00	0	0	0	0	0.00	
9	FINISHES	0.00%	0.00	0	0	0	0	0.00	
10	SPECIALTIES	0.00%	0.00	0	0	0	0	0.00	
11	BUILDING EQUIPMENT	0.00%	0.00	0	0	0	0	0.00	
12	FURNISHINGS	0.00%	0.00	0	0	0	0	0.00	
13	SPECIAL CONSTRUCTION	0.00%	0.00	0	0	0	0	0.00	
14	CONVEYING SYSTEMS	0.00%	0.00	0	0	0	0	0.00	
15	FIRE SUPPRESSION	0.00%	0.00	0	0	0	0	0.00	
15	PLUMBING	0.00%	0.00	0	0	0	0	0.00	
15	HVAC	0.00%	0.00	0	0	0	0	0.00	
16	ELECTRICAL	0.00%	0.00	0	0	0	0	0.00	
16	ELECTRONIC SAFETY & SECURITY	0.00%	0.00	0	0	0	0	0.00	
0	PRECON / DESIGN / ENGINEERING	0.00%	0.00	0	0	0	0	0.00	
	TOTAL DIRECT COST	80.13%	389170.00	80	3,840	2,990	393,670	**400,500.00**	
1	PROJECT STAFF	9.36%	46795.20	512	46,795	0	0	46,795.20	
1	CONSTRUCTION EQUIPMENT	1.45%	7260.00	0	0	7,260	0	7,260.00	
1	PROJECT OVERHEAD	1.06%	5310.00	0	0	5,310	0	5,310.00	
	TOTAL GENERAL CONDITIONS	11.88%	59365.20	512	46,795	12,570	0	**59,365.20**	
	BONDS	0.90%	4498.06			4,498		4,498.06	
	INSURANCE	1.09%	5447.65			5,448		5,447.65	
	TAX	0.00%	0.00			0		0.00	
	BOND/INSURANCE/TAXES	1.99%	9945.72	0	0	9,946	0	**9,945.72**	
	TOTAL COST	94.00%	469810.92	592	50,635	15,560	393,670	**469,810.92**	
	CONTINGENCY	0.00%	0.00					0.00	
	FEE	6.00%	29973.94					29,973.94	
	TOTAL BID	100.00%	499784.86					**499,784.86**	

CITY OF BUCKEYE GENERAL CONSTRUCTION NOTES

1. CITY OF BUCKEYE BUILDING DEPARTMENT SHALL BE NOTIFIED 24 HOURS IN ADVANCE OF ANY ON-SITE OR OFF SITE CONSTRUCTION. PHONE 623-349-6248 FOR THE HOTLINE. ALL OTHERS FAX THE INSPECTION REQUEST FORM TO 623-349-6221, OR USE THE WEB BASED PERMIT PORTHOLE ACCESS TO SCHEDULE AN INSPECTION (WWW.BUCKEYEAZ.GOV).

2. ALL WORK AND MATERIALS MUST CONFORM WITH THESE SPECIFICATIONS, THE CURRENT UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION AS SPONSORED AND DISTRIBUTED BY THE MARICOPA ASSOCIATION OF GOVERNMENTS (M.A.G.) AND AS AMENDED BY THE CITY OF BUCKEYE (COB).

3. A PERMIT IS REQUIRED FROM THE COB FOR ALL CONSTRUCTION WITHIN THE RIGHTS-OF-WAY (ROW).

4. THE CONTRACTOR WILL EXPOSE ALL EXISTING UTILITY LINES BEING TIED IN TO VERIFY THEIR LOCATION.

5. THE CONTRACTOR WILL LOCATE, OR HAVE LOCATED, ALL EXISTING UNDERGROUND UTILITIES (ELECTRIC, TELEPHONE, PIPELINE, ETC.) AND STRUCTURES IN ADVANCE OF CONSTRUCTION AND WILL ELIMINATE ALL CONFLICTS PRIOR TO START OF CONSTRUCTION.

6. THE CONTRACTOR IS RESPONSIBLE TO CALL BLUE STAKE PRIOR TO STARTING ANY CONSTRUCTION. NO WORK SHALL BEGIN UNTIL BLUE STAKE IS COMPLETED. BLUE STAKE TELEPHONE NUMBER 602-263-1100 OR 1-800-STAKE-IT.

7. A PRE-CONSTRUCTION MEETING IS REQUIRED PRIOR TO STARTING ANY WORK OR NEW PHASE OF WORK. THE CONTRACTOR, KEY SUB-CONTRACTORS, COB INSPECTOR AND REPRESENTATIVE OF THE CITY ENGINEER SHALL ATTEND THIS MEETING.

8. ANY WORK PERFORMED WITHOUT THE APPROVAL OF THE COB AND/OR ALL WORK AND MATERIAL NOT IN CONFORMANCE WITH THE SPECIFICATIONS IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.

9. DISPOSAL OF EXCESS MATERIAL WITHOUT A PERMIT WITHIN THE COB LIMITS IS PROHIBITED. A USE PERMIT IS REQUIRED FOR DISPOSAL OR STOCKPILING OF MATERIALS WITHIN A RESIDENTIAL AREA. STOCKPILING OF EXCAVATED MATERIAL SHALL NOT EXCEED A HEIGHT OF 6 FEET ABOVE THE NATURAL GROUND ELEVATION. THE SLOPES ON ALL SIDES OF THE STOCKPILED EXCAVATED MATERIAL SHALL NOT EXCEED A 4:1 RATIO OF LENGTH TO HEIGHT.

10. EXCAVATION CONTRACTORS MUST IDENTIFY LOCATION FOR DISPOSING OF EXCESS EXCAVATION MATERIAL ALONG WITH A LETTER FROM THE LAND OWNER, GIVING PERMISSION FOR DUMPING PRIOR TO STARTING ANY CONSTRUCTION.

11. TRAFFIC CONTROL SHALL BE PROVIDED AND MAINTAINED IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND THE CITY OF PHOENIX BARRICADING MANUAL, MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION, M.A.G. UNIFORM STANDARD DETAIL 401, AND COB REQUIREMENTS. THE CONTRACTOR IS REQUIRED TO SUBMIT A TRAFFIC CONTROL PLAN AND BARRICADE PLAN TO THE COB FOR APPROVAL WHERE THE CONSTRUCTION OF THE NEW IMPROVEMENTS ARE ADJACENT TO OR CONNECTING TO ANY EXISTING ROADWAY OR PEDESTRIAN FACILITIES. THE TRAFFIC CONTROL PLAN AND BARRICADE PLAN SHALL BE APPROVED BEFORE A PERMIT FOR THE WORK WILL BE ISSUED. THE CONTRACTOR SHALL INSTALL APPROVED BARRICADING AND TRAFFIC CONTROL, AS APPROVED BY THE COB, BEFORE WORK CAN TAKE PLACE. ALL OVERNIGHT BARRICADES SHALL BE LIT AND FUNCTIONING.

12. A HAUL PLAN FOR MATERIAL IMPORT OR EXPORT SHALL BE REQUIRED FOR COB REVIEW AND APPROVAL PRIOR TO THE START OF HAULING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAILY AND FINAL CLEAN-UP OPERATIONS OF ADJACENT, EXISTING PAVED STREETS USED BY CONSTRUCTION TRAFFIC. THIS WORK INCLUDES STREET SWEEPING, POWER BROOM AND WATER AS NEEDED OR DIRECTED BY THE COB.

13. ENVIRONMENTAL REQUIREMENTS

    A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL RELATED TO THE PROJECT CONSTRUCTION AND SHALL TAKE WHATEVER MEANS NECESSARY TO CONTROL ANY ABNORMAL CONDITIONS.

    B. THE CONTRACTOR SHALL PROVIDE ADEQUATE MEANS FOR CLEANING TRUCKS AND/OR OTHER EQUIPMENT OF MUD PRIOR TO ENTERING PUBLIC STREETS, AND TAKE WHATEVER MEASURES ARE NECESSARY TO INSURE THAT ALL ROADS ARE MAINTAINED IN A CLEAN, MUD AND DUST FREE CONDITION AT ALL TIMES.

    C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAILY AND FINAL CLEAN-UP OPERATIONS OF ADJACENT, EXISTING PAVED STREETS USED BY CONSTRUCTION TRAFFIC.

    D. TEMPORARY DRAINAGE CONTROL MEASURES MAY BE REQUIRED DURING AND AFTER CONSTRUCTION UNTIL FINAL PROJECT BUILD-OUT IN ACCORDANCE WITH THE APPROVED PLANS AND IN ACCORDANCE WITH ANY ESTABLISHED OR REQUIRED BEST MANAGEMENT PRACTICES (BMP) AS PART OF THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MEET ALL REQUIREMENTS.

    E. THE CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL AIR QUALITY PERMITS.

    F. THE CONTRACTOR SHALL SUBMIT TO THE COB A COPY OF THEIR APPROVED COUNTY (AIR QUALITY) DUST CONTROL PLAN, EROSION CONTROL PLAN (SWPPP), AND PERMIT PRIOR TO THE START OF WORK.

14. STREET CUTS: APPLICATIONS FOR STREET CUT PERMITS MUST BE APPROVED BY THE CITY ENGINEER PRIOR TO APPROVAL OF IMPROVEMENT PLANS. THE PAVEMENT REPLACEMENT SECTION FOR ALL LONGITUDINAL AND TRANSVERSE TRENCHES LOCATED IN AN EXISTING PAVED STREET SHALL BE CONSTRUCTED IN ACCORDANCE M.A.G. UNIFORM STANDARD DETAIL NO. 200 "T"-TOP, BACKFILL, PAVEMENT SURFACE REPLACEMENT, MODIFIED AS FOLLOWS: THE WIDTH OF THE REPLACED PAVEMENT SECTION EXTEND 1 FOOT BEYOND THE TRENCH SIDE EDGE LINE, ON EITHER SIDE OF THE TRENCH. THE DEPTH OF THE PERMANENT SURFACE REPLACEMENT SHALL BE A MINIMUM OF 3 INCHES OR MATCH THE EXISTING THICKNESS OF THE PAVEMENT, WHICHEVER IS GREATER. SAWCUT OR CONSTRUCTION JOINTS SHALL BE ADEQUATELY TACK OILED WITH A MINIMUM OF 95% COVERAGE. ASPHALT MATERIAL SHALL BE A COB APPROVED MIX DESIGN WITH COMPACTED LIFTS NO GREATER THAN 3 INCHES. SLURRY BACKFILLED OR OPEN TRENCHES IN EXISTING ROADWAYS MUST BE PROPERLY STEEL PLATED AND BARRICADED OVER NIGHT. STEEL PLATES TO BE MILLED FLUSH WITH ROADWAY SURFACE PER NOTE 24. "COLD MIX" TEMPORARY ASPHALT PATCHES MUST BE REPLACED AS SOON AS POSSIBLE AND CANNOT REMAIN FOR MORE THAN 5 DAYS TIME OR AS REQUIRED BY THE COB. DURING THE 5 DAY PERIOD THE CONTRACTOR IS REQUIRED TO MAINTAIN THE PATCH TO WITHIN MAG STD SPEC 321.5.3. ASPHALT IN PLACE FOR LESS THAN 5 YEARS SHALL BE MILLED AND OVERLAYED A MINIMUM OF 20 FEET PAST TRENCH WALLS, AND IN THE CASE OF MULTIPLE STREET CUTS, THE CONTINUOUS MILL AND OVERLAY SHALL EXTEND A MINIMUM OF 20-FEET PAST END OF THE FURTHEST TRENCH WALLS.

15. POTHOLING: NO POTHOLING SHALL BE DONE ON ANY STREET NEWER THAN 2 YEARS OLD. ALL POTHOLING IN EXISTING STREETS SHALL BE DONE USING WATER/AIR/VACUUM TYPE METHOD. POTHOLE SIZE SHALL BE LIMITED TO A 12 INCH BY 12 INCH SQUARE HOLE. REMOVAL MATERIAL CANNOT BE USED FOR BACK FILL. THE CONTRACTOR SHALL USE SLURRY PER MAG SEC. 728. PAVEMENT REPLACEMENT SHALL BE BY APPROVED HOT MIX ASPHALT ONLY. A 3 FOOT BY 3 FOOT PAVEMENT SLURRY SEAL SHALL BE APPLIED AFTER THE ASPHALT IS PLACED.

16. AN APPROVED, UP-TO-DATE SET OF PLANS AND A RIGHT-OF-WAY PERMIT SHALL BE MAINTAINED ON THE JOB SITE AT ALL TIMES WHILE WORK IS IN PROGRESS. IF THE PLANS AND PERMITS ARE NOT ON SITE, THE WORK SHALL BE STOPPED UNTIL THE APPROVED PLANS ARE PROVIDED. DEVIATION FROM THE PLANS SHALL NOT BE ALLOWED WITHOUT THE COB'S APPROVAL.

17. DAMAGE TO ANY AND ALL ITEMS CAUSED BY CONSTRUCTION OR CONSTRUCTION RELATED WORK SHALL BE REPLACED OR REPAIRED TO THE SAME OR BETTER CONDITION AT THE CONTRACTOR'S EXPENSE.

18. ALL PARCEL CONSTRUCTION ACCESS LOCATIONS ARE SUBJECT TO THE CITY ENGINEER'S APPROVAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING PROPER AND ADEQUATE ACCESS ROADS INSIDE AND THROUGHOUT THE PARCEL ALLOWING FOR INSPECTION ACCESSIBILITY. THIS INCLUDES GRADING, GRAVEL FILL AND/OR TRENCH PLATES AS REQUIRED.

19. THE CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE COB AND THE COB CONSULTANTS HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE COB.

20. THE COB SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES UTILIZED IN CONNECTION WITH THE WORK. THE COB WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS COMPLYING WITH MAG OR COB REQUIREMENTS.

21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING CERTIFIED AS-BUILT RECORD DOCUMENTS TO THE COB FOR REVIEW AND APPROVAL. NO FINAL ACCEPTANCE SHALL BE ISSUED UNTIL "AS-BUILT" PLANS CERTIFIED BY THE PROJECT ENGINEER/LAND SURVEYOR HAVE BEEN SUBMITTED AND ACCEPTED BY THE COB. FINAL CONSTRUCTION ACCEPTANCE OR THE RELEASE OF CERTIFICATE OF OCCUPANCIES SHALL NOT BE ISSUED UNTIL ALL AS-BUILT DRAWINGS AND OTHER REQUIRED DOCUMENTS PER THE COB'S FINAL PROJECT SUBMITTAL CHECKLIST, HAVE BEEN REVIEWED AND APPROVED BY THE CITY ENGINEER.

CITY OF BUCKEYE GENERAL CONSTRUCTION NOTES (CONTINUED)

22. ARRANGEMENTS FOR CONSTRUCTION WATER CAN BE MADE BY CALLING THE WATER RESOURCE DEPARTMENT AT (623) 349-6800.

23. THE COB IS NOT RESPONSIBLE FOR LIABILITY ACCRUED DUE TO DELAYS AND/OR DAMAGES TO UTILITIES IN CONJUNCTION WITH THIS CONSTRUCTION. ALSO, THE CITY WILL NOT PARTICIPATE IN THE COST OF CONSTRUCTION OR RELOCATION OF UTILITIES.

24. ALL CONTRACTORS SHALL CONTRACT FOR TRASH PICKUP THROUGH A LICENSED CITY OF BUCKEYE SOLID WASTE HAULER (602-237-2078) AND DISPOSED OF AT THE SOUTHWEST REGIONAL LANDFILL IN BUCKEYE.

25. OPEN TRENCHES ACROSS DRIVEWAYS, STREETS AND CROSS-STREETS SHALL BE PLATED FOR OVERNIGHT, WEEKEND OR EXTENDED PERIODS, PER M.A.G. UNIFORM STANDARD DETAIL 211.

26. ALL ABC SHALL BE FROM AN ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) APPROVED SOURCE LIST.

27. LONGITUDINAL TRENCH BACKFILL IN EXISTING ARTERIAL, COLLECTOR, OR LOCAL ROADWAYS OR ADJACENT TO EXISTING ROADWAY (WHEN THE TRENCH EXCAVATION FALLS WITHIN 2 FEET OF EDGE OF PAVEMENT) SHALL REQUIRE 1/2 SACK CLSM PER MAG SPEC 728 FULL DEPTH OR ABC FULL DEPTH AS DIRECTED BY THE COB. ABC BACKFILL COMPACTION SHALL BE BY AN APPROVED MECHANICAL METHOD (NO WATER SETTLING) WITH BACKFILL MATERIAL LIFTS AS FOLLOWS:

    - 12 INCH LIFTS (LOOSE) TO BE USED IN THE TOP 4 FEET OF THE TRENCH
    - 24 INCH LIFTS (LOOSE) TO BE USED FROM 1 FOOT OVER THE PIPE TO 4 FEET FROM THE TOP OF THE TRENCH PER MAG SEC. 601.4.

28. ALL BACKFILL WITHIN OR ADJACENT TO EXISTING ROADWAYS SHALL BE MECHANICALLY COMPACTED.

29. TRANSVERSE TRENCH BACKFILL IN ALL EXISTING ROADWAYS SHALL REQUIRE 100% FULL DEPTH HALF SACK CLSM PER MAG SPEC 728.

30. ALL MATERIAL SUBMITTALS INCORPORATED IN THE PROJECT SHALL BE SUBMITTED AT OR BEFORE THE PRECONSTRUCTION MEETING FOR REVIEW AND APPROVAL BY THE CITY ENGINEER.

STRUCTURAL GENERAL NOTES

MASONRY AND REINFORCING

MORTAR: ASTM C270; TYPE S; CUBE STRENGTH = 1800 PSI, ASTM C91 CEMENT

GROUT: ASTM C476, TYPE = COARSE; CUBE STRENGTH = 2000 PSI

DIMENSIONS

CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL DIMENSIONS. RESOLVE ANY DISCREPANCY PRIOR TO START OF CONSTRUCTION.

GENERAL

THE CONTRACT PERIMETER WALL AND SLAB DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO , BRACING, SHORING OF LOADS DUE TO CONSTRUCTION EQUIPMENT, ETC. OBSERVATION VISITS TO THE SITE BY THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE ABOVE ITEMS. CONTRACTOR IS RESPONSIBLE FOR ALL O.S.H.A. REQUIREMENTS, NOTIFY ENGINEER OF RECORD OF ANY DISCREPANCIES AND/OR CONFLICTS.

WHERE REFERENCE IS MADE TO VARIOUS TEST STANDARDS FOR MATERIALS, SUCH STANDARDS SHALL BE THE LATEST EDITION AND/OR ADDENDUM.

NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL STRUCTURAL NOTES AND TYPICAL DETAILS. WHERE NO SPECIFIC DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT.

WHERE ANY DISCREPANCIES OCCUR BETWEEN PLANS, DETAILS, GENERAL STRUCTURAL NOTES AND SPECIFICATIONS, THE GREATER REQUIREMENTS SHALL GOVERN.

ANY ENGINEERING DESIGN PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW SHALL BEAR THE SEAL OF A CIVIL OR STRUCTURAL ENGINEER REGISTERED IN THE STATE OF ARIZONA.

SPECIAL INSPECTIONS

SPECIAL INSPECTIONS SHALL BE PROVIDED PER 2018 INTERNATIONAL BUILDING CODE (IBC) CHAPTER 17.

A. MASONRY CONSTRUCTION (SECTION 1705.4)

ACRONYMS/ABBREVIATIONS

MAX..... MAXIMUM
MIN..... MINIMUM
N.T.S..... NOT TO SCALE
TYP..... TYPICAL

REVISIONS:

PLAN NAME
CITY OF BUCKEYE FIRE STATION 703
GENERAL STRUCTURAL NOTES

ENGINEER INFORMATION
Kimley»Horn
7740 N. 16th STREET, SUITE 300, PHOENIX, AZ 85020
PHONE: 602-944-5500 FAX: 602-944-7423
WWW.KIMLEY-HORN.COM

COB PERMITTING APPROVED SEAL

COB ENGINEERING APPROVED SEAL

SUBMITTAL:

AS-BUILT SEAL

DESIGN SEAL

60164
NATHAN
MERRILL
ARIZONA, U.S.A.

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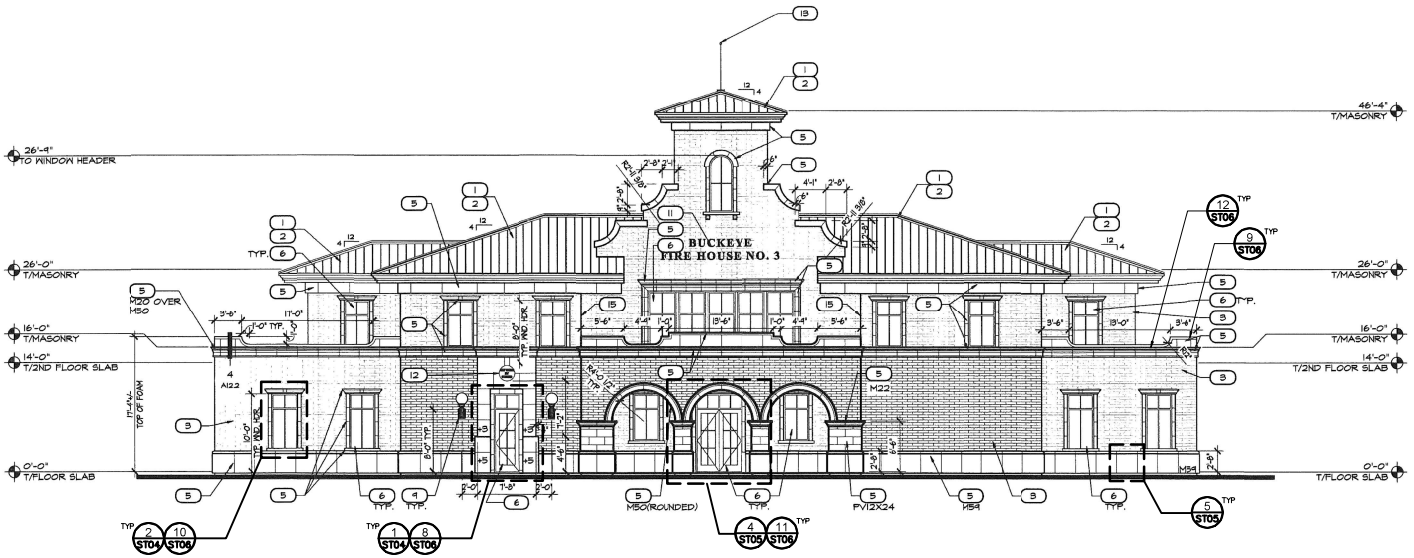
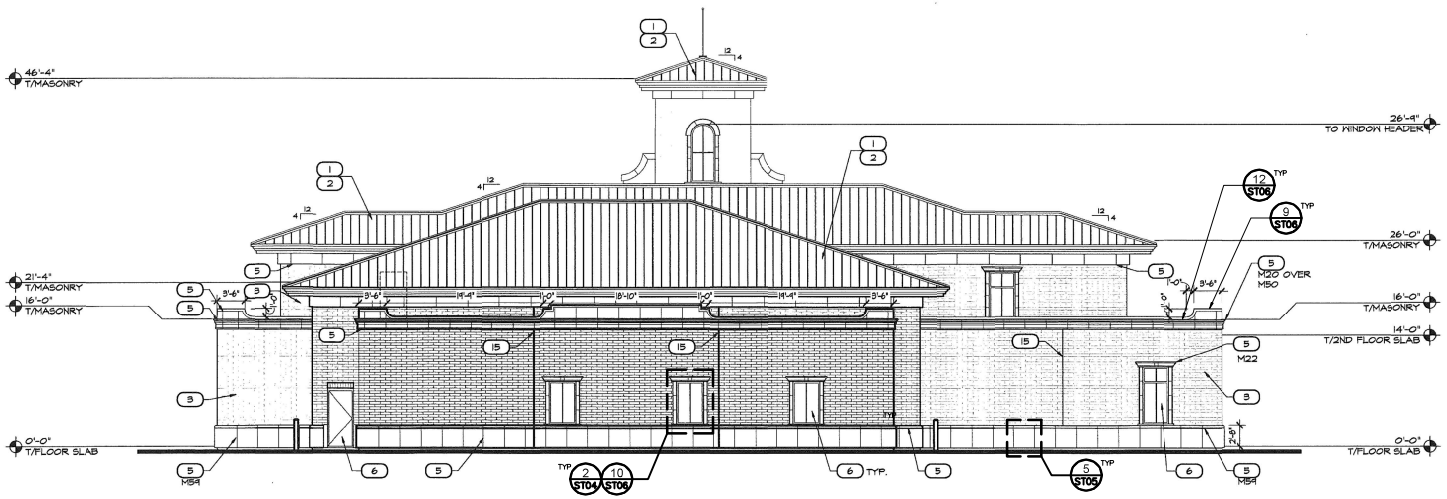
ORIGINAL PLAN DATE	LATEST REVISION DATE
PROJECT NUMBER	SHEET NUMBER
191342035	ST01

COB PLAN TRACKING #

COB PERMIT #



1 BUILDING EAST ELEVATION
SCALE: N.T.S



2 BUILDING WEST ELEVATION
SCALE: N.T.S

KEY NOTES:

1. EXISTING METAL ROOF SYSTEM – PROTECT IN PLACE.
2. EXISTING METAL ROOF SUPPORTING STRUCTURE – PROTECT IN PLACE.
3. EXISTING MASONRY BEARING WALL – PROTECT IN PLACE.
4. NOT USED.
5. EXISTING PRECAST PANELS – SEE REPAIR DETAILS.
6. WINDOW AND GLASS DOOR ASSEMBLY – PROTECT IN PLACE.
7. B-FOLDING GARAGE DOORS – PROTECT IN PLACE.
8. NOT USED.
9. EXTERIOR LIGHT FIXTURE – PROTECT IN PLACE.
10. NOT USED.
11. RAISED PAN ALUMINUM LETTER – PROTECT IN PLACE.
12. NOT USED.
13. NOT USED.
14. NOT USED.
15. MASONRY CONTROL JOINT – PROTECT IN PLACE.

REVISIONS:

PLAN NAME
CITY OF BUCKEYE FIRE STATION 703
EAST & WEST ELEVATIONS

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COB PERMITTING APPROVED SEAL	COB ENGINEERING APPROVED SEAL
AS-BUILT SEAL	DESIGN SEAL
ORIGINAL PLAN DATE	LATEST REVISION DATE
PROJECT NUMBER 191342035	SHEET NUMBER ST02

SUBMITTAL:

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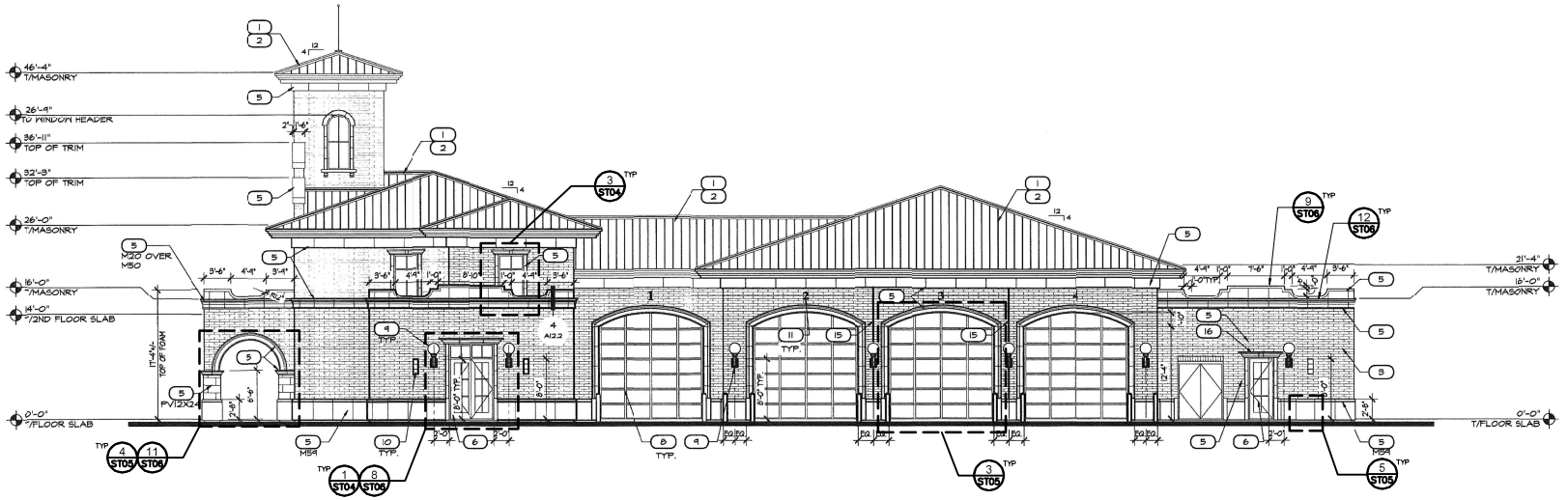
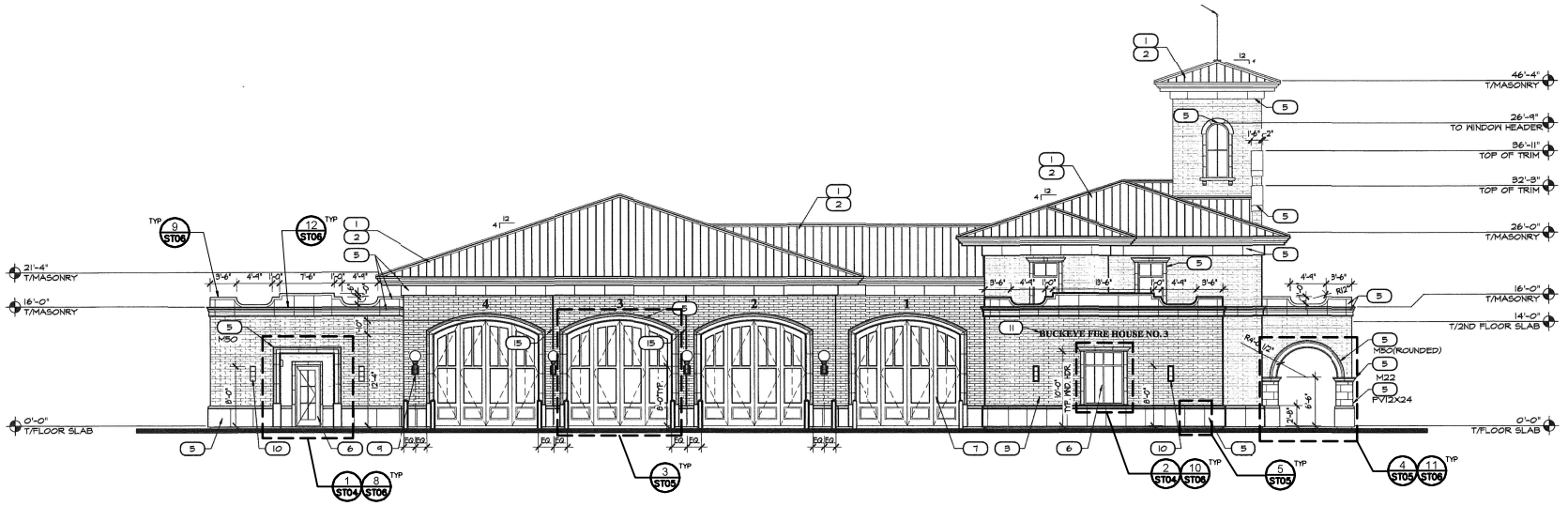


1 BUILDING NORTH ELEVATION
SCALE: N.T.S



2 BUILDING SOUTH ELEVATION
SCALE: N.T.S

KEY NOTES:

1. EXISTING METAL ROOF SYSTEM – PROTECT IN PLACE.
2. EXISTING METAL ROOF SUPPORTING STRUCTURE – PROTECT IN PLACE.
3. EXISTING MASONRY BEARING WALL – PROTECT IN PLACE.
4. NOT USED.
5. EXISTING PRECAST PANELS – SEE REPAIR DETAILS.
6. WINDOW AND GLASS DOOR ASSEMBLY – PROTECT IN PLACE.
7. B-FOLDING GARAGE DOORS – PROTECT IN PLACE.
8. NOT USED.
9. EXTERIOR LIGHT FIXTURE – PROTECT IN PLACE.
10. NOT USED.
11. RAISED PAN ALUMINUM LETTER – PROTECT IN PLACE.
12. NOT USED.
13. NOT USED.
14. NOT USED.
15. MASONRY CONTROL JOINT – PROTECT IN PLACE.

REVISIONS:

PLAN NAME
CITY OF BUCKEYE FIRE STATION 703
NORTH & SOUTH ELEVATIONS

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COB PERMITTING APPROVED SEAL | COB ENGINEERING APPROVED SEAL | SUBMITTAL:

AS-BUILT SEAL | DESIGN SEAL

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NATHAN MERRILL
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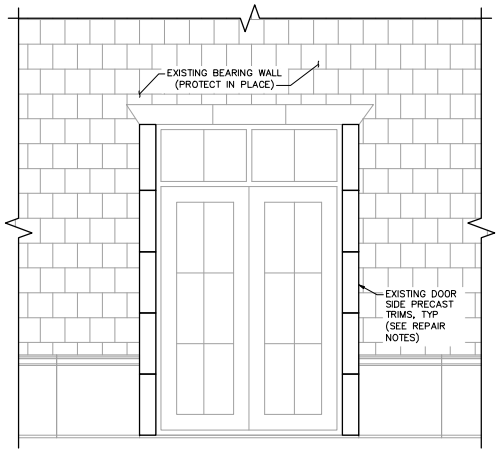
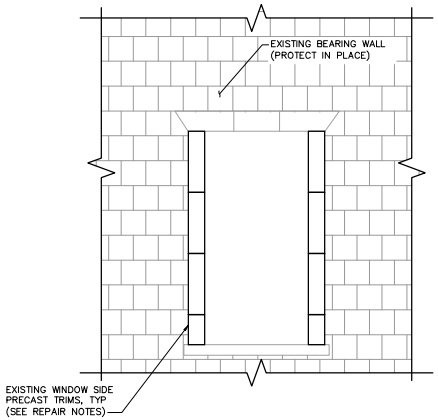
ORIGINAL PLAN DATE	LATEST REVISION DATE	COB PLAN TRACKING #
PROJECT NUMBER 191342035	SHEET NUMBER ST03	COB PERMIT #



1 — DOOR SIDE TRIM REPAIR
SCALE: N.T.S

DOOR SIDE PRECAST TRIM REPAIR NOTES:

1. PROTECT DOOR GLASS IN-PLACE.
2. REMOVE AND CLEAN GROUT FROM SURFACE OF THE TRIM AND THE BUILDING WALL.
3. RE-INSTALL THE TRIM PANEL USING APPROVED SIKADUR 31 HIGH MOD GEL EPOXY ADHESIVE.
4. PANEL AND WALL SHALL BE PREPARED PROPERLY PER EPOXY MANUFACTURER'S RECOMMENDATIONS.
5. SEAL ALL EDGES OF TRIM PANELS AND GROUT LINES WITH NON-SHRINK GROUT.
6. NON-SHRINK GROUT COLOR TO MATCH EXISTING GROUT COLOR.



2 — WINDOW SIDE TRIM REPAIR
SCALE: N.T.S

WINDOW SIDE PRECAST TRIM REPAIR NOTES:

1. PROTECT WINDOW GLASS IN-PLACE.
2. REMOVE AND CLEAN GROUT FROM SURFACE OF THE TRIM AND THE BUILDING WALL.
3. RE-INSTALL THE TRIM PANEL USING APPROVED SIKADUR 31 HIGH MOD GEL EPOXY ADHESIVE.
4. PANEL AND WALL SHALL BE PREPARED PROPERLY PER EPOXY MANUFACTURER'S RECOMMENDATIONS.
5. SEAL ALL EDGES OF TRIM PANELS AND GROUT LINES WITH NON-SHRINK GROUT.
6. NON-SHRINK GROUT COLOR TO MATCH EXISTING GROUT COLOR.

REVISIONS:

PLAN NAME
CITY OF BUCKEYE FIRE STATION 703
REPAIR DETAILS – PACKAGE 1

ENGINEER INFORMATION
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WWW.KIMLEY-HORN.COM

COB PERMITTING APPROVED SEAL	COB ENGINEERING APPROVED SEAL
AS-BUILT SEAL	DESIGN SEAL
ORIGINAL PLAN DATE	LATEST REVISION DATE
PROJECT NUMBER 191342035	SHEET NUMBER ST04

SUBMITTAL:
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COB PERMIT #

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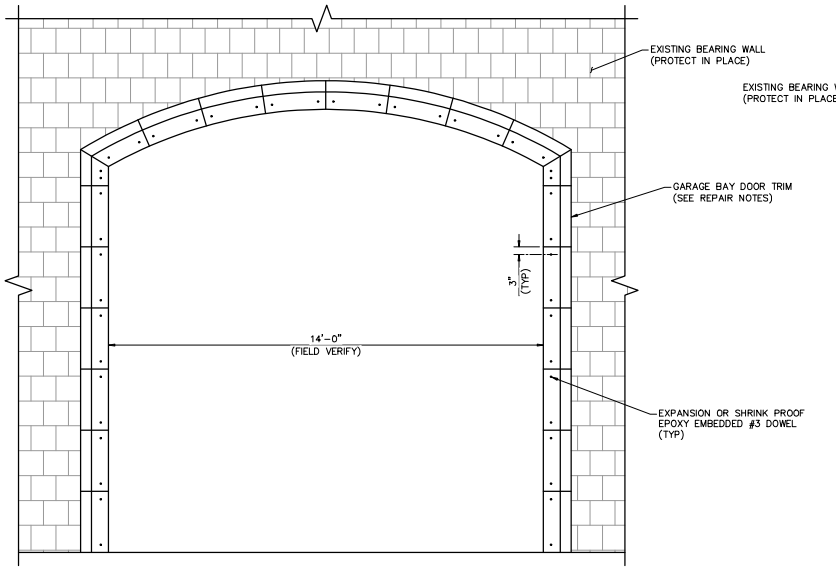
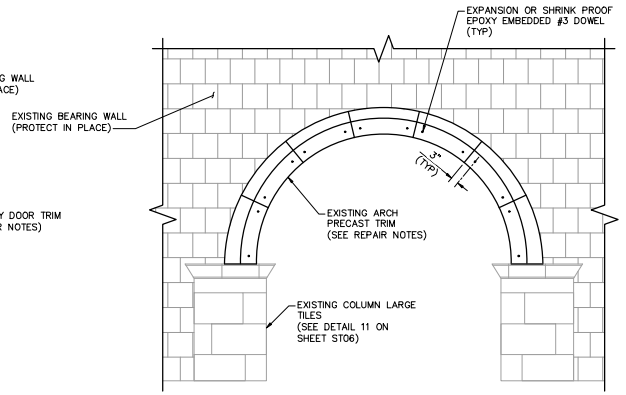


3 GARAGE BAY DOOR TRIM REPAIR
SCALE: N.T.S

GARAGE BAY DOOR TRIM REPAIR NOTES:

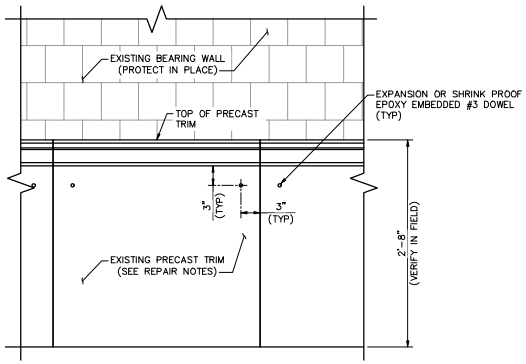
1. PROTECT GARAGE DOOR IN-PLACE.
2. DOWEL A MINIMUM OF TWO DOWELS PER DOOR TRIM PANEL. SEE TYPICAL DOWEL DETAIL.
3. SEAL ALL GROUT LINES WITH NON-SHRINK GROUT.
4. NON-SHRINK GROUT COLOR TO MATCH EXISTING GROUT COLOR.



4 ARCH TRIM & COLUMN TILES REPAIR
SCALE: N.T.S

ARCH TRIM REPAIR NOTES:

1. DOWEL A MINIMUM OF TWO DOWELS PER ARCH TRIM PANEL. SEE TYPICAL DOWEL DETAIL.
2. SEAL ALL GROUT LINES WITH NON-SHRINK GROUT.
3. NON-SHRINK GROUT COLOR TO MATCH EXISTING GROUT COLOR.
4. ARCH TRIM INCLUDES FLAT CURVED PANELS ON BOTTOM OF ARCH AND TRIM ON BACKSIDE.



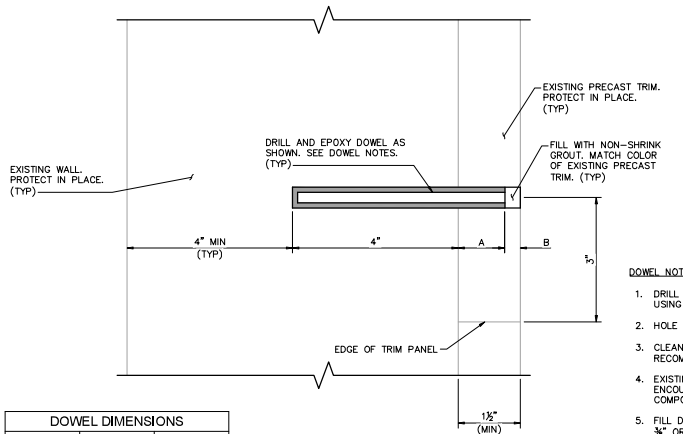
5 LOWER WALL TRIM REPAIR
SCALE: N.T.S

LOWER WALL TRIM REPAIR NOTES:

1. DOWEL A MINIMUM OF TWO DOWELS PER LOWER WALL TRIM PANEL. SEE LOWER WALL TRIM ANCHOR DETAIL.
2. SEAL ALL GROUT LINES WITH NON-SHRINK GROUT.
3. NON-SHRINK GROUT COLOR TO MATCH EXISTING GROUT COLOR.

ANCHOR NOTES:

1. DRILL AND EPOXY ⅜" THREADED ROD IN HOLE USING HILTI HIT-HY 200-A V3 EPOXY OR APPROVED EQUAL.
2. HOLE DIAMETER SHALL BE PER MANUFACTURER'S RECOMMENDATIONS.
3. CLEAN AND PREPARE HOLE ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
4. DRILL LARGER DIAMETER HOLE AT THE SURFACE AS SHOWN. DIAMETER TO BE LARGE ENOUGH TO TIGHTEN NUT AND WASHER SUNKEN IN HOLE.
5. FILL HOLE WITH NON-SHRINK GROUT. THICKNESS ABOVE ANCHOR SHALL BE ⅛" OR AS RECOMMENDED BY GROUT MANUFACTURER, WHICHEVER IS GREATER. GROUT COLOR SHALL MATCH COLOR OF EXISTING TRIM.

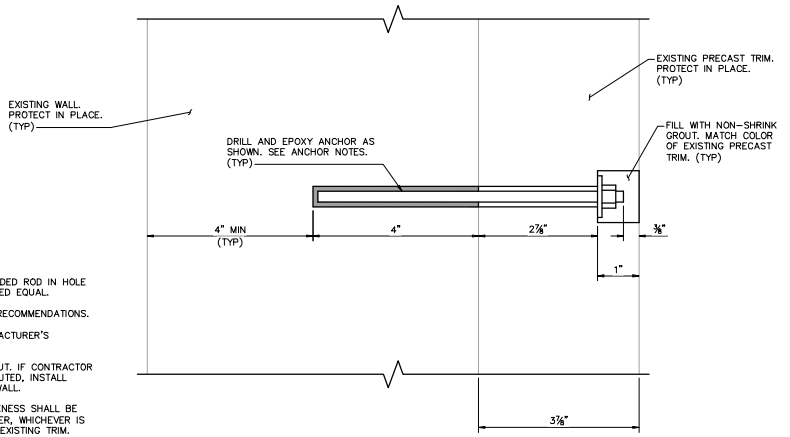


DOWEL DIMENSIONS		
TRIM	A (IN)	B (IN)
GARAGE BAY DOOR TRIM	1⅛"	⅜"
ARCH TRIM & COLUMN TILES	1⅛"	⅜"

6 TYPICAL DOWEL DETAIL
SCALE: N.T.S

DOWEL NOTES:

1. DRILL AND EPOXY #3 REBAR DOWEL OR ⅜" THREADED ROD IN HOLE USING HILTI HIT-HY 200-A V3 EPOXY OR APPROVED EQUAL.
2. HOLE DIAMETER SHALL BE PER MANUFACTURER'S RECOMMENDATIONS.
3. CLEAN AND PREPARE HOLE ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
4. EXISTING CMU CELLS SHOULD BE FILLED WITH GROUT. IF CONTRACTOR ENCOUNTERS ANY CMU CELLS THAT ARE NOT GROUTED, INSTALL COMPOSITE MESH SLEEVE TO ANCHOR DOWEL TO WALL.
5. FILL DIMENSION B WITH NON-SHRINK GROUT. THICKNESS SHALL BE ⅜" OR AS RECOMMENDED BY GROUT MANUFACTURER, WHICHEVER IS GREATER. GROUT COLOR SHALL MATCH COLOR OF EXISTING TRIM.



7 LOWER WALL TRIM ANCHOR DETAIL
SCALE: N.T.S

CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

REVISIONS:

PLAN NAME
CITY OF BUCKEYE FIRE STATION 703
REPAIR DETAILS – PACKAGE 2

ENGINEER INFORMATION
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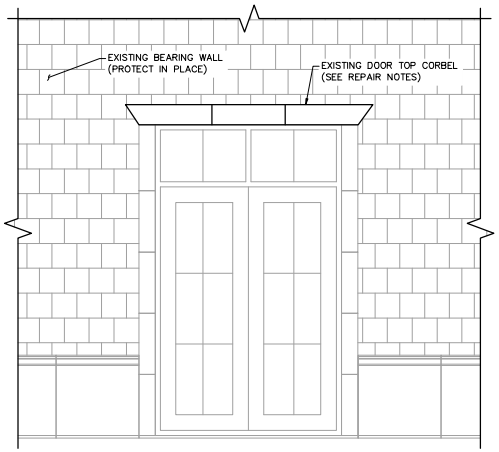
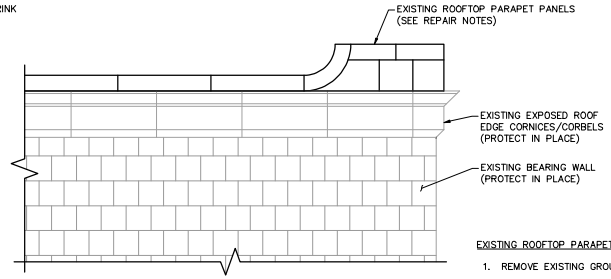
COB PERMITTING APPROVED SEAL
COB ENGINEERING APPROVED SEAL
SUBMITTAL:
AS-BUILT SEAL
DESIGN SEAL
60164
NATHAN
MERRILL
ARIZONA, U.S.A.
ORIGINAL PLAN DATE
LATEST REVISION DATE
PROJECT NUMBER
191342035
SHEET NUMBER
ST05
COB PLAN TRACKING #
COB PERMIT #



DOOR TOP CORBEL REPAIR NOTES:

1. REMOVE EXISTING GROUT TO A MINIMUM DEPTH OF ½".
2. SEAL ALL GROUT LINES WITH NON-SHRINK GROUT.
3. NON-SHRINK GROUT COLOR TO MATCH EXISTING GROUT COLOR.

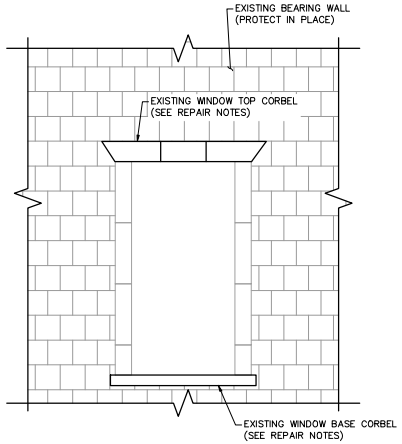
8 – DOOR TOP CORBEL REPAIR
SCALE: N.T.S



EXISTING ROOFTOP PARAPET PANELS REPAIR NOTES:

1. REMOVE EXISTING GROUT TO A MINIMUM DEPTH OF ½".
2. SEAL GROUT LINES WITH NON-SHRINK GROUT.
3. NON-SHRINK GROUT COLOR TO MATCH EXISTING GROUT COLOR.

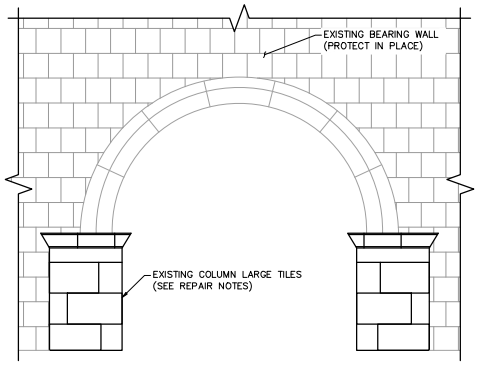
9 – ROOFTOP PARAPET PANELS REPAIR
SCALE: N.T.S



WINDOW TOP AND BASE CORBEL REPAIR NOTES:

1. REMOVE EXISTING GROUT TO A MINIMUM DEPTH OF ½".
2. SEAL ALL GROUT LINES WITH NON-SHRINK GROUT.
3. NON-SHRINK GROUT COLOR TO MATCH EXISTING GROUT COLOR.

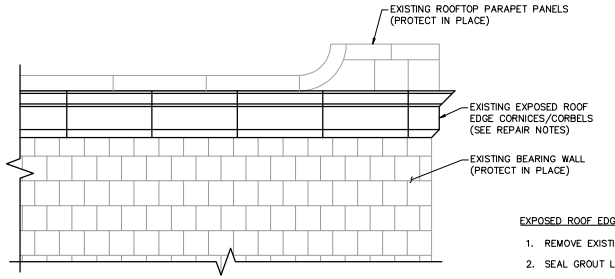
10 – WINDOW TOP/BASE CORBEL REPAIR
SCALE: N.T.S



COLUMN LARGE TILES REPAIR NOTES:

1. REMOVE EXISTING GROUT TO A MINIMUM DEPTH OF ½".
2. SEAL ALL GROUT LINES WITH NON-SHRINK GROUT.
3. NON-SHRINK GROUT COLOR TO MATCH EXISTING GROUT COLOR.

11 – COLUMN LARGE TILES REPAIR
SCALE: N.T.S



EXPOSED ROOF EDGE CORNICES/CORBELS REPAIR NOTES:

1. REMOVE EXISTING GROUT TO A MINIMUM DEPTH OF ½".
2. SEAL GROUT LINES WITH NON-SHRINK GROUT.
3. NON-SHRINK GROUT COLOR TO MATCH EXISTING GROUT COLOR.

12 – EXPOSED ROOF EDGE CORNICES/CORBELS REPAIR
SCALE: N.T.S

REVISIONS:

PLAN NAME
CITY OF BUCKEYE FIRE STATION 703
REPAIR DETAILS – PACKAGE 3

ENGINEER INFORMATION
Kimley»Horn
7740 N. 16th STREET, SUITE 300, PHOENIX, AZ 85020
PHONE: 602-944-5500 FAX: 602-944-7423
WWW.KIMLEY-HORN.COM

COB PERMITTING APPROVED SEAL	COB ENGINEERING APPROVED SEAL
AS-BUILT SEAL	DESIGN SEAL
ORIGINAL PLAN DATE	LATEST REVISION DATE
PROJECT NUMBER 191342035	SHEET NUMBER ST06

SUBMITTAL:
COB PLAN TRACKING #
COB PERMIT #

60164
NATHAN
MERRILL

CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/05/24	**AGENDA ITEM:** 4.M. FIN - Maricopa Association of Governments - FY 2026 PM-10/PM-2.5 Paving Unpaved Roads Grant Application
DATE PREPARED: 10/31/24	**DISTRICT NO.:** All
STAFF LIAISON: Rob Roach, Grant Program Manager, 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 approve the submission of Fiscal Year 2026 BKY-26-PAVING-001, City of Buckeye Paving Unpaved Roads in Federally Designated Disadvantaged Communities grant-application to the Maricopa Association of Governments in the amount of $472,110.00, for the paving of four downtown Buckeye alleyways.

SUMMARY

PROJECT DESCRIPTION:
There are unpaved alleyways and roadways in the City that need to be paved to reduce dust and particulate matter emissions. The City seeks to obtain funding from Maricopa Association of Governments to pave certain priority alleyways within downtown Buckeye. The alleyways are used daily by residential and commercial vehicular and non-vehicular commuters. The paving improvements will benefit residents and businesses within downtown Buckeye. The grant request is $415,947.87 (88.1%), with a match from the City of $56,162.13 (11.9%). The total project cost is $472,110. This grant covers a one-year period.

BENEFITS:
The four alleyways proposed to be paved are used daily by residential and commercial vehicular and non-vehicular commuters. By paving these four priority alleyways, downtown Buckeye will experience improved health conditions, less dust, safety conditions, and travel connections. Downtown Buckeye will experience reduced particulate pollution as dirt and gravel will be eliminated through the paving of these alleyways.

FUTURE ACTION:
If awarded, the Award Agreement will be presented to Council for acceptance and approval. The Buckeye Public Work's budget account will cover any additional alleyway pavement needs or maintenance, unless there are additional grant funding opportunities, which the Grants team will pursue.

FINANCIAL IMPACT STATEMENT:
The federal grant portion, through Maricopa Association of Governments, is $415,947.87. There is a $56,162.13 match required for this grant. The total project cost is $472,110. Paving of alleys is included in the Fiscal Year 2025 Capital Improvement Program.

CURRENT FISCAL YEAR TOTAL COST:
$56,162.13

BUDGETED:
Yes

FISCAL YEAR:
2025 or 2026

FUND/DEPARTMENT:
Public Works

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
CAR Recap Summary - Paving Unpaved Roads App.docx
MAG Paving Unpaved Roads Application.pdf

FY 2026 PM-10/PM-2.5 Paving Unpaved Roads Grant Application Summary Recap

Project Description:

- Buckeye has several unpaved alleyways and roadways that need to be paved to reduce dust and particulate matter emissions. The City of Buckeye seeks to obtain funding from Maricopa Association of Governments to pave certain priority alleyways within downtown Buckeye. The alleyways are used daily by residential and commercial vehicular and non-vehicular commuters. The paving improvements will benefit residents and businesses within downtown Buckeye. The grant request is $415,947.87 (88.1%), with a match from the City of $56,162.13 (11.9%). The total project cost is $472,110. This grant covers a 1-year period.

Project Cost

- $ 472,110 ($415,947.87 Reimbursable based on budget)
- Paving of alleys is included in the FY25 Capital Improvement Program

Required Match

- $ 56,162.13 (11.9%)

Grant Amount

- $ 415,947.87 (88.1%)

Plans Once Grant Expires:

- If awarded, the Award Agreement will be presented to Council for acceptance and approval. Any additional alleyway pavement needs, or maintenance will come from Buckeye Public Work's budget account unless additional grant funding opportunities become available in which the Grants team will pursue.

Objectives and Expected Outcomes

- The 4 alleyways proposed to be paved are used daily by residential and commercial vehicular and non-vehicular commuters. By paving these 4 priority alleyways, downtown Buckeye will experience improved health conditions, safety conditions, and travel connections.
- Downtown Buckeye will experience reduced particulate pollution as dirt and gravel will be eliminated through the paving of these alleyways.

Time Period for the Grant

- FY 2025 - 2026

Application: BKY-26-PAVING-001, City of Buckeye Paving Unpaved Roads in Federally Designated Historically Disadvantaged Communities

Project Details

Project Description

Description of Project	Buckeye has several unpaved alleyways and roadways within its PM-10 non-attainment area. To reduce dust and PM-10 emissions, the City of Buckeye seeks to obtain funding to pave certain priority alleyways in the federally designated disadvantaged historic downtown area. These alleyways are used daily by residential and commercial vehicular and non-vehicular commuters. Paving these alleys will decrease PM-10 emissions, which will improve health conditions, safety conditions, and travel connections. These improvements will benefit residents and businesses within this historically disadvantaged community. The population of the immediate area is approximately 5,000 residents. However, by 2025, this area will see a significant increase in traffic due to the opening of approximately 650 single family apartments, bringing approximately 2,000 new residents to historic downtown Buckeye.
Number of Segments in Project	4
Project is in Nonattainment Area	Yes

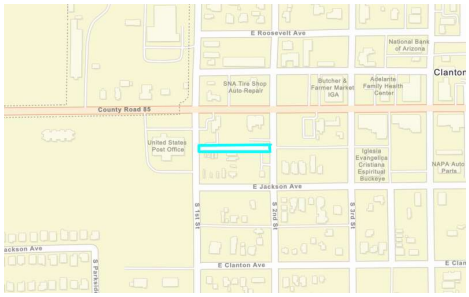
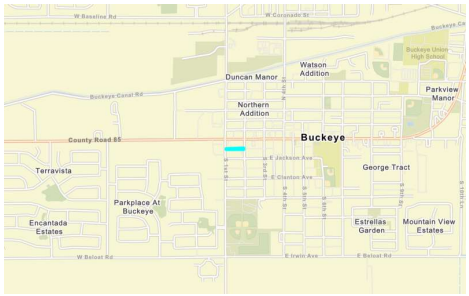
Site Visit

Name of Person who Completed Site Visit	Robert van den Akker
Date of Visit	09/30/2024

Application: BKY-26-PAVING-001, City of Buckeye Paving Unpaved Roads in Federally Designated Historically Disadvantaged Communities

Project Details

Alleyway 16 – Segment Description

Segment Map	
Zoomed Out Segment Map	

Segment Location	Alleyway 16 is an east-west alley that runs from S. Miller Road to S. 2nd Street and is located between E. Monroe Avenue and E. Jackson Avenue. This alley is located across the street from a U.S. Post Office and provides direct access to the downtown corridor, within a residential neighborhood. The downtown corridor includes grocery stores, gas station/convenience stores, liquor stores, restaurants, banks, health facilities, schools, government buildings, and retail shops. This alley also provides access to the Buckeye Senior Center as well as Buckeye recreational parks and facilities. No driveways or cross-streets will be paved as part of this segment.
Segment Length	0.04
Curb Miles	0
Within 4 Miles of PM10 Monitor	Yes
List of Nearby Monitors	Buckeye
Current Surface Condition	Currently, Alleyway 16 contains 112 liner feet of pavement, and the remaining 208 linear feet are unpaved. The unpaved 208 linear feet consists of a dirt and gravel mixture.

Application: BKY-26-PAVING-001, City of Buckeye Paving Unpaved Roads in Federally Designated Historically Disadvantaged Communities

Project Details

Alleyway 16 – Segment Description

Description of Traffic	On a weekly basis, 98% is private vehicle traffic and 2% commercial truck traffic.
Average Daily Traffic	59
Average Daily Traffic Methodology	Buckeye performed a manual traffic count whereby a trained observer counted the number of vehicles that used the alleyway.
Environmental Clearance	There are no known historical, cultural, biological, hazardous materials that would affect work on Alleyway 16.
Current Right of Way	Agency owns all ROW needed
Right of Way Issues	There are no right of way issues associated with Alleyway 16.
Current Utilities	Power Lines and Cables
Other Utility Conflicts	There are no known utility conflicts associated with Alleyway 16 at this time. No utility boxes nor manhole covers will be moved.

Alleyway 16 – Proposed Improvements

Type of Paving Project	Alley
Work to be Performed	Work will include subgrade preparation for 8" Aggregate base course with 3" Asphalt Concrete Pavement. The proposed project does not include any sidewalks, shoulders, or multiple lanes of travel.
Vertical Alignment Changes	Not applicable
Horizontal Alignment Changes	Not applicable
Design Speed After Construction	
Describe the type of Paving	The City of Buckeye seeks to pave Alleyway 16 with an 8" Aggregate base with 3" Asphalt (R12.5mm Marshall Mix).
Other Improvements to Include	

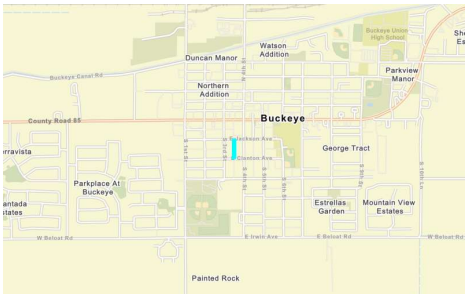
Application: BKY-26-PAVING-001, City of Buckeye Paving Unpaved Roads in Federally Designated Historically Disadvantaged Communities

Project Details

Alleyway 16 – Proposed Improvements

Describe the Non-paving Improvements	Buckeye will not be completing any non-paving improvements for Alleyway 16.
Number of Unpaved Access Points to be Paved	0

Alleyway 11 – Segment Description

Segment Map	
Zoomed Out Segment Map	
Segment Location	Alleyway 11 is a north-south alley that runs from E. Jackson Avenue to E. Clanton Avenue and is located between S. 3rd Street and S. 4th Street, within a residential neighborhood. This alley is also located adjacent to an auto repair shop, across the street from a religious sanctuary, and provides direct access to the downtown corridor. The downtown corridor includes grocery stores, gas station/convenience stores, liquor stores, restaurants, banks, health facilities, schools, government buildings, and retail shops. This alley also provides access to the Buckeye Senior Center as well as Buckeye recreational parks and facilities. There are 2 driveways to tie into the pavement, with no cross-streets to be paved as part of this segment.
Segment Length	0.06

Application: BKY-26-PAVING-001, City of Buckeye Paving Unpaved Roads in Federally Designated Historically Disadvantaged Communities

Project Details

Alleyway 11 – Segment Description

Curb Miles	0
Within 4 Miles of PM10 Monitor	Yes
List of Nearby Monitors	Buckeye
Current Surface Condition	Currently, Alleyway 11 contains 303 linear feet of unpaved dirt and gravel mixture.
Description of Traffic	On a weekly basis, 99% is private vehicle traffic and 1% commercial truck traffic.
Average Daily Traffic	72
Average Daily Traffic Methodology	Buckeye performed a manual traffic count whereby a trained observer counted the number of vehicles that used the alleyway.
Environmental Clearance	There are no known historical, cultural, biological, hazardous materials that would affect work on Alleyway 11.
Current Right of Way	Agency owns all ROW needed
Right of Way Issues	There are no right of way issues associated with Alleyway 11.
Current Utilities	Utility poles and manhole covers
Other Utility Conflicts	No utility boxes nor manhole covers will be moved.

Alleyway 11 – Proposed Improvements

Type of Paving Project	Alley
Work to be Performed	Work will include subgrade preparation for 8" Aggregate base course with 3" Asphalt Concrete Pavement. The proposed project does not include any sidewalks, shoulders, or multiple lanes of travel.
Vertical Alignment Changes	Not applicable
Horizontal Alignment Changes	Not applicable

Application: BKY-26-PAVING-001, City of Buckeye Paving Unpaved Roads in Federally Designated Historically Disadvantaged Communities

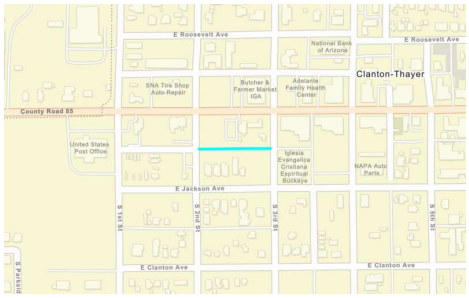
Project Details

Alleyway 11 – Proposed Improvements

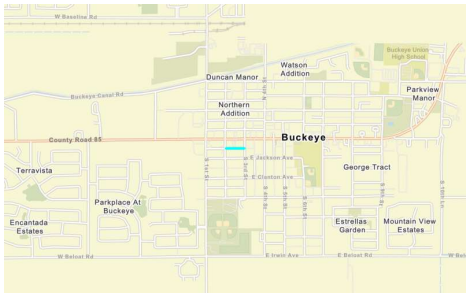
Design Speed After Construction	
Describe the type of Paving	The City of Buckeye seeks to pave Alleyway 11 with an 8" Aggregate base with 3" Asphalt (R12.5mm Marshall Mix).
Other Improvements to Include	
Describe the Non-paving Improvements	Buckeye will not be completing any non-paving improvements for Alleyway 11.
Number of Unpaved Access Points to be Paved	0

Alleyway 13 – Segment Description

Segment Map



Zoomed Out Segment Map



Application: BKY-26-PAVING-001, City of Buckeye Paving Unpaved Roads in Federally Designated Historically Disadvantaged Communities

Project Details

Alleyway 13 Segment Description

Segment Location	Alleyway 13 is an east-west alley that runs from S. 2nd Street to S. 3rd Street and is located between E. Monroe Avenue and E. Jackson Avenue, within a residential neighborhood. This alley is located near a U.S. Post Office, across the street from a religious sanctuary, and provides direct access to the downtown corridor. The downtown corridor includes grocery stores, gas station/convenience stores, liquor stores, restaurants, banks, health facilities, schools, government buildings, and retail shops. This alley also provides access to the Buckeye Senior Center as well as Buckeye recreational parks and facilities. No driveways or cross-streets will be paved as part of this segment.
Segment Length	0.06
Curb Miles	0
Within 4 Miles of PM10 Monitor	Yes
List of Nearby Monitors	Buckeye
Current Surface Condition	Currently, Alleyway 13 contains 305 linear feet of unpaved dirt.
Description of Traffic	On a weekly basis, 95% is private vehicle traffic and 5% commercial truck traffic.
Average Daily Traffic	7
Average Daily Traffic Methodology	Buckeye performed a manual traffic count whereby a trained observer counted the number of vehicles that used the alleyway.
Environmental Clearance	There are not any known historical, cultural, biological, hazardous materials that would affect work on Alleyway 13.
Current Right of Way	Agency owns all ROW needed
Right of Way Issues	There are no right of way issues associated with Alleyway 13.
Current Utilities	Power Lines and Cables Utility Poles
Other Utility Conflicts	No utility boxes nor manhole covers will be moved.

Application: BKY-26-PAVING-001, City of Buckeye Paving Unpaved Roads in Federally Designated Historically Disadvantaged Communities

Project Details

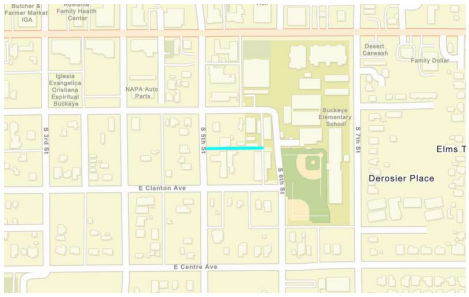
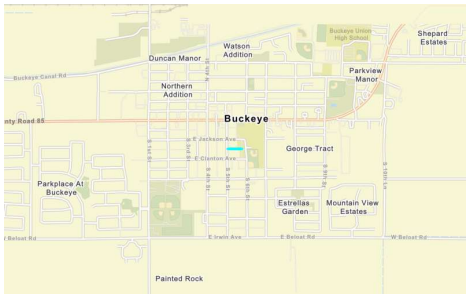
Alleyway 13 □ Proposed Improvements

Type of Paving Project	Alley
Work to be Performed	Work will include subgrade preparation for 8" Aggregate base course with 3" Asphalt Concrete Pavement. The proposed project does not include any sidewalks, shoulders, or multiple lanes of travel.
Vertical Alignment Changes	Not applicable
Horizontal Alignment Changes	Not applicable
Design Speed After Construction	
Describe the type of Paving	The City of Buckeye seeks to pave Alleyway 13 with an 8" Aggregate base with 3" Asphalt (R12.5mm Marshall Mix).
Other Improvements to Include	
Describe the Non-paving Improvements	Buckeye will not be completing any non-paving improvements for Alleyway 13.
Number of Unpaved Access Points to be Paved	0

Application: BKY-26-PAVING-001, City of Buckeye Paving Unpaved Roads in Federally Designated Historically Disadvantaged Communities

Project Details

Alleyway 5 – Segment Description

Segment Map	
Zoomed Out Segment Map	

Segment Location	Alleyway 5 is an east-west alley that runs from S. 5th Street to S. 6th Street and is located between E. Jackson Avenue and E. Clanton Avenue, within a residential neighborhood. This alley is located between a religious sanctuary and the Buckeye Family Resource Center and provides direct access to the downtown corridor. The downtown corridor includes grocery stores, gas station/convenience stores, liquor stores, restaurants, banks, health facilities, schools, government buildings, and retail shops. This alley also provides access to the Buckeye Senior Center as well as Buckeye recreational parks and facilities. No driveways or cross-streets will be paved as part of this segment.
Segment Length	0.04
Curb Miles	0
Within 4 Miles of PM10 Monitor	Yes
List of Nearby Monitors	Buckeye
Current Surface Condition	Currently, Alleyway 5 contains 237 linear feet of unpaved dirt.
Description of Traffic	On a weekly basis, 91% is private vehicle traffic and 9% commercial truck traffic.

Application: BKY-26-PAVING-001, City of Buckeye Paving Unpaved Roads in Federally Designated Historically Disadvantaged Communities

Project Details

Alleyway 5 – Segment Description

Average Daily Traffic	11
Average Daily Traffic Methodology	Buckeye performed a manual traffic count whereby a trained observer counted the number of vehicles that used the alleyway.
Environmental Clearance	There are no known historical, cultural, biological, hazardous materials that would affect work on Alleyway 5.
Current Right of Way	Agency owns all ROW needed
Right of Way Issues	There are no right of way issues associated with Alleyway 5.
Current Utilities	Power Lines and Cables Utility Poles
Other Utility Conflicts	No utility boxes nor manhole covers will be moved.

Alleyway 5 – Proposed Improvements

Type of Paving Project	Alley
Work to be Performed	Work will include subgrade preparation for 8" Aggregate base course with 3" Asphalt Concrete Pavement. The proposed project does not include any sidewalks, shoulders, or multiple lanes of travel.
Vertical Alignment Changes	Not applicable
Horizontal Alignment Changes	Not applicable
Design Speed After Construction	
Describe the type of Paving	The City of Buckeye seeks to pave Alleyway 5 with an 8" Aggregate base with 3" Asphalt (R12.5mm Marshall Mix).
Other Improvements to Include	
Describe the Non-paving Improvements	Buckeye will not be completing any non-paving improvements for Alleyway 5.

Application: BKY-26-PAVING-001, City of Buckeye Paving Unpaved Roads in Federally Designated Historically Disadvantaged Communities

Project Details

Alleyway 5 □ Proposed Improvements

Number of Unpaved Access Points to be Paved	0

Signature

Signature	
Signed Date	
Signed User	,

Application: BKY-26-PAVING-001, City of Buckeye Paving Unpaved Roads in Federally Designated Historically Disadvantaged Communities

Cost Estimate

Total: $472,110.00 ($415,947.87 Federal / $56,162.13 Local)

Construction

$441,090.00 ($415,947.87 Federal / $25,142.13 Local)

Construction

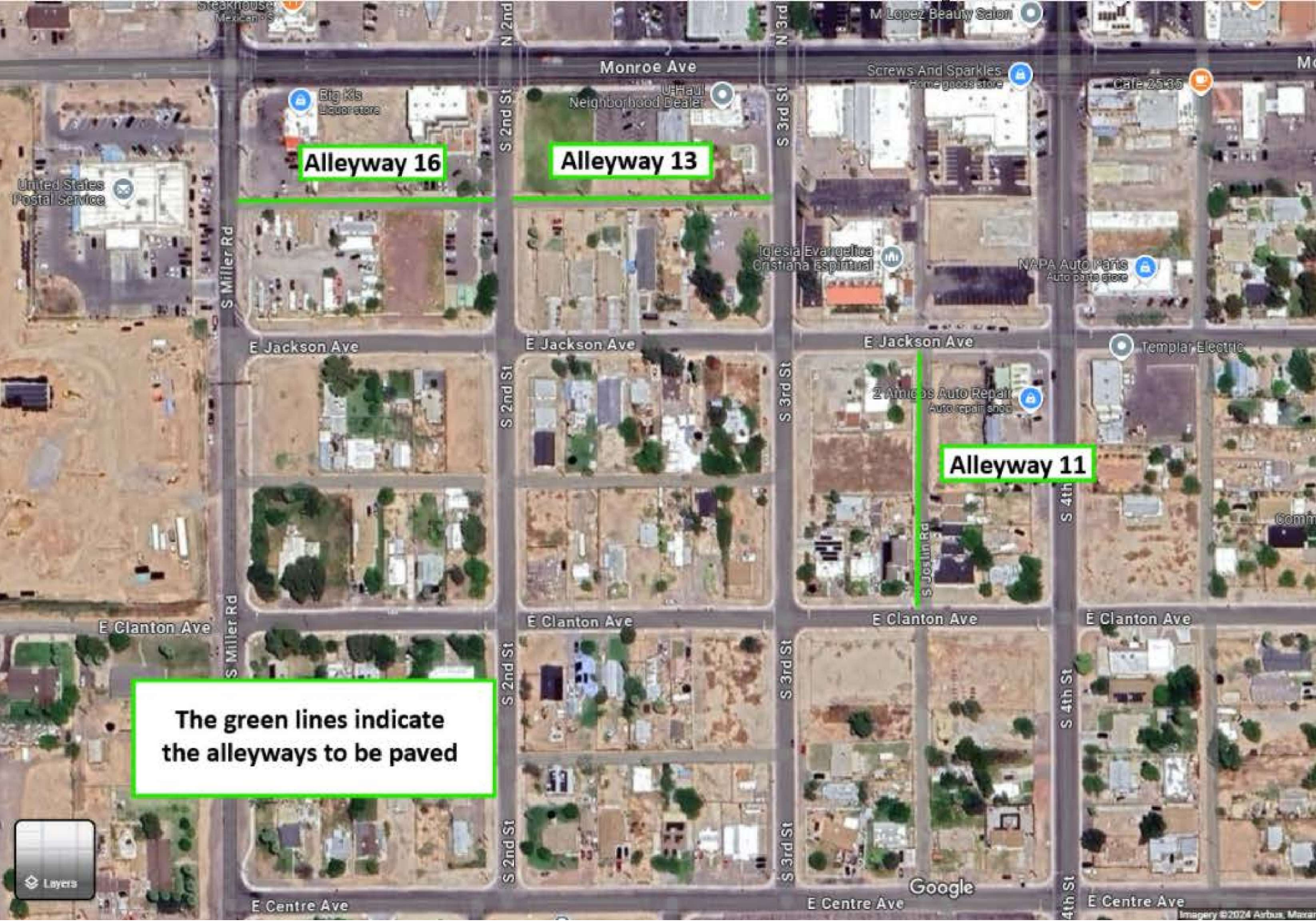
Description	Quantity	Unit	Cost	Total Cost	Fed?	Federal	Local
AC Pavement including ABC Base	3,393	SY	$130.00	$441,090.00	Yes	$415,947.87	$25,142.13
				$441,090.00		**$415,947.87**	**$25,142.13**

ADOT Review Fee

$31,020.00 (not eligible for federal aid)

Certified accepted by ADOT for construction: No

Line Item	Agency Type	Rate	Hours	Total
Contracts and Specs / Advertise Project	Non CA	$55.00	100.00	$5,500.00
District / Review Stage Submittals	Non CA	$50.00	40.00	$2,000.00
Environmental Planning / Issue Clearance	All	$50.00	40.00	$2,000.00
Right of Way / Issue Clearance	Non CA	$55.00	24.00	$1,320.00
Compliance Review / Compliance Review	Non CA	$175.00	40.00	$7,000.00
Project Management Group / Project Management	Non CA	$120.00	100.00	$12,000.00
Project Management Group / Project Management	CA Only	$120.00	60.00	--
Utilities and Railroad Sections / Issue Clearance	Non CA	$50.00	24.00	$1,200.00
				$31,020.00


Monroe Ave
N 2nd
N 3rd
Big K's
Liquor store
U-Haul
Neighborhood Dealer
Screws And Sparkles
Homegoods store
Cafe 2535
Alleyway 16
Alleyway 13
United States
Postal Service
S Miller Rd
S 2nd St
S 3rd St
Iglesia Evangelica
Cristiana Espiritual
NAPA Auto Parts
Auto parts store
E Jackson Ave
Templar Electric
Alleyway 11
S 4th St
E Clanton Ave
E Centre Ave
The green lines indicate
the alleyways to be paved
Layers
Google
Imagery ©2024 Airbus, Maxar

Alley 16






E MONROE AVE
435'
90'
40'
400-27-058A
400-27-056
400-27-054
400-27-052
400-27-050
400-27-046A
13
11
9
7
5
3*
1*
6
400-27-059
400-27-057
400-27-055
400-27-053
400-27-051
400-27-049
400-27-047A
14
12
10
8
6
4
2*
E Jackson Ave
90'

Alley 11






E Jackson Ave
E Clarendon Ave
S 3Rd St
S 4TH ST
90'
45'
25'
400-27-096B
400-27-106A
400-27-113C
400-27-113B
400-27-123A
400-27-120A
400-27-117A
400-27-186
400-27-112
400-27-116
400-27-115
400-27-119
400-27-118
400-27-121
400-27-122A
400-27-124
PARCEL 1
BUCKEYE BLOCK 10
VARIOUS LOTS REPLAT
MCR: 1672-39

Alley 13






E MONROE AVE
S89°06'30"W
90'
45'
400-27-033B
400-27-033A
400-27-042
400-27-040
400-27-038
400-25-036
VANITY ON LAND
400-27-187
BUCKEYE BLOCKS 1
THRU 3 10 THRU 15
MCR: 022-06
5
25'
400-27-045
400-27-043
400-27-041
400-27-039
400-27-037
400-27-035
400-27-032
S 3Rd St
E Jackson Ave

Alley 5

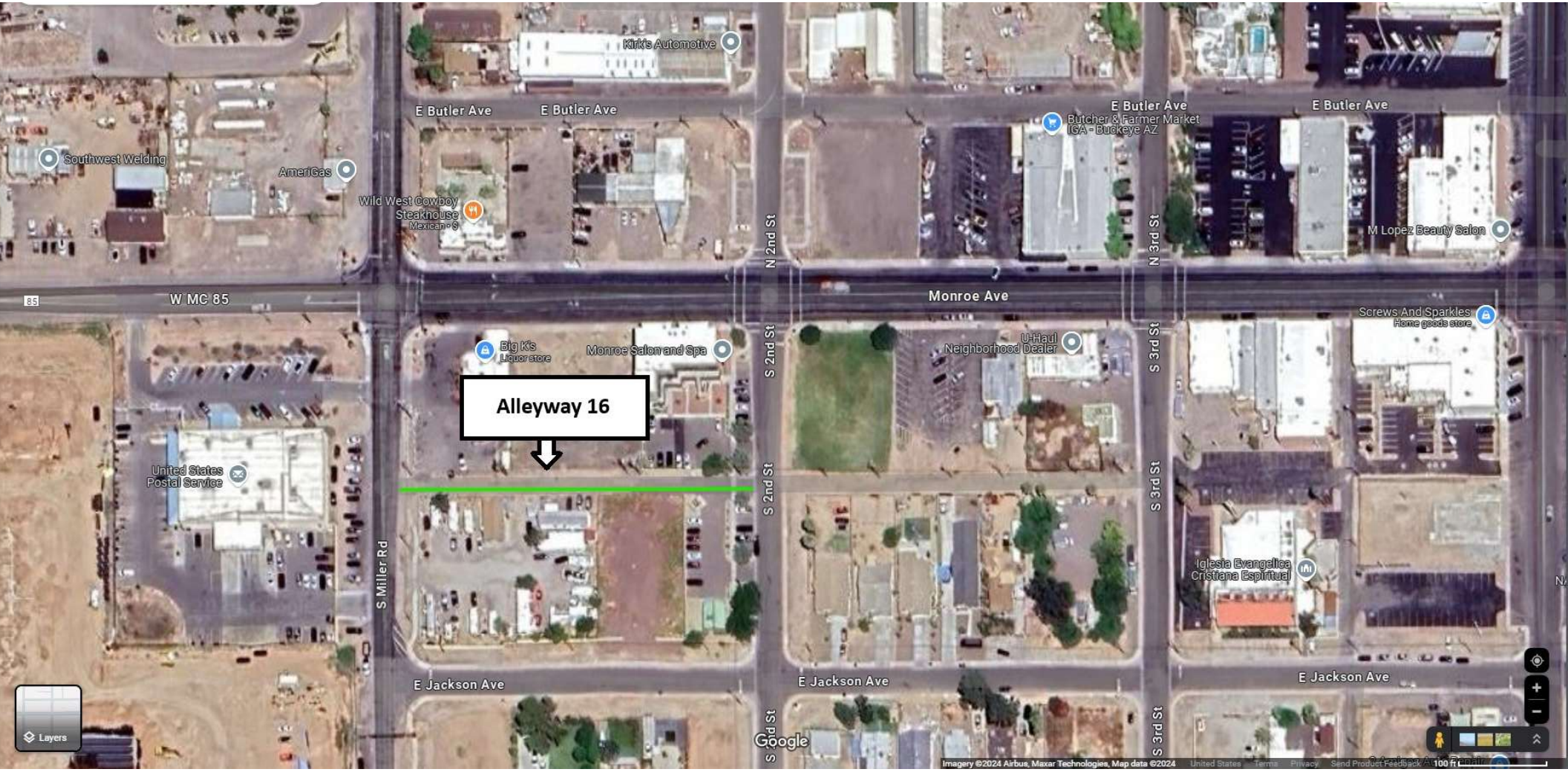









E Jackson Ave
E Clanton Ave
S 5Th St
400-26-078
400-26-080
400-26-083
400-26-085
400-26-086
400-26-082
400-26-084
400-26-079
400-26-077


Kirk's Automotive
E Butler Ave
E Butler Ave
E Butler Ave
E Butler Ave
Butcher & Farmer Market
IGA - Buckeye AZ
Southwest Welding
AmeriGas
Wild West Cowboy
Steakhouse
Mexican $
N 2nd St
N 3rd St
M Lopez Beauty Salon
85
W MC 85
Monroe Ave
Screws And Sparkles
Home goods store
Big K's
Liquor store
Monroe Salon and Spa
U-Haul
Neighborhood Dealer
S 2nd St
S 3rd St
Alleyway 16
United States
Postal Service
S Miller Rd
Iglesia Evangelica
Cristiana Espiritual
E Jackson Ave
E Jackson Ave
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United States
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602

Alleyway 11
S 6th St
S 6th St
S 6th St
S 5th St
S 5th St
S 5th St
S 4th St
S 4th St
S 4th St
S 3rd St
S 3rd St
S 3rd St
E Jackson Ave
E Jackson Ave
E Jackson Ave
E Clanton Ave
E Clanton Ave
E Clanton Ave
E Clanton Ave
E Clanton Ave
S Joslin Rd
S Joslin Rd
Buckeye Family Resource Center
All Faith Community Services
Enchanted Lous Games
Templar Electric
NAPA Auto Parts
Auto parts store
2 Amigos Auto Repair
Auto repair shop
Iglesia Evangelica Cristiana Espiritual
Google
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Kirk's Automotive
E Butler Ave
E Butler Ave
E Butler Ave
E Butler Ave
Butcher & Farmer Market
IGA - Buckeye AZ
Southwest Welding
AmeriGas
Wild West Cowboy
Steakhouse
Mexican
M Lopez Beauty Salon
N 2nd St
N 3rd St
W MC 85
85
Monroe Ave
Screws And Sparkles
Home goods store
Big K's
Liquor store
Monroe Salon and Spa
U-Haul
Neighborhood Dealer
S 2nd St
S 3rd St
Alleyway 13
United States
Postal Service
S Miller Rd
Iglesia Evangelica
Cristiana Espiritual
E Jackson Ave
E Jackson Ave
E Jackson Ave
S 2nd St
S 3rd St
Layers
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Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024
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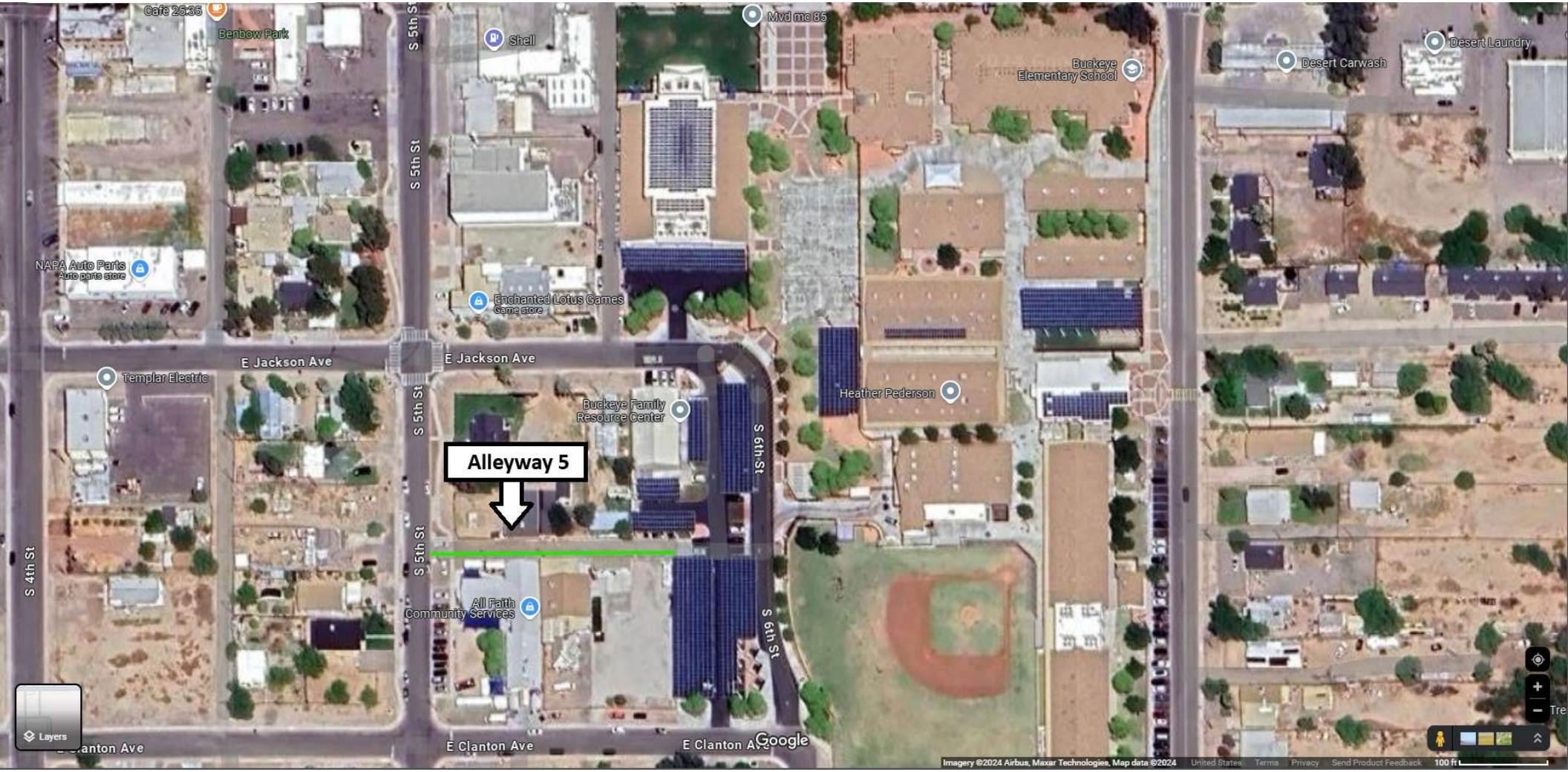
Cafe 25:35
Benbow Park
S 5th St
Shell
Mvd mc 85
Buckeye Elementary School
Desert Carwash
Desert Laundry
NAPA Auto Parts
Auto parts store
Enchanted Lotus Games
Game store
E Jackson Ave
E Jackson Ave
Templar Electric
Buckeye Family Resource Center
Heather Pederson
S 5th St
S 6th St
Alleyway 5
S 4th St
S 5th St
All Faith Community Services
S 6th St
Layers
E Clanton Ave
E Clanton Ave
Google
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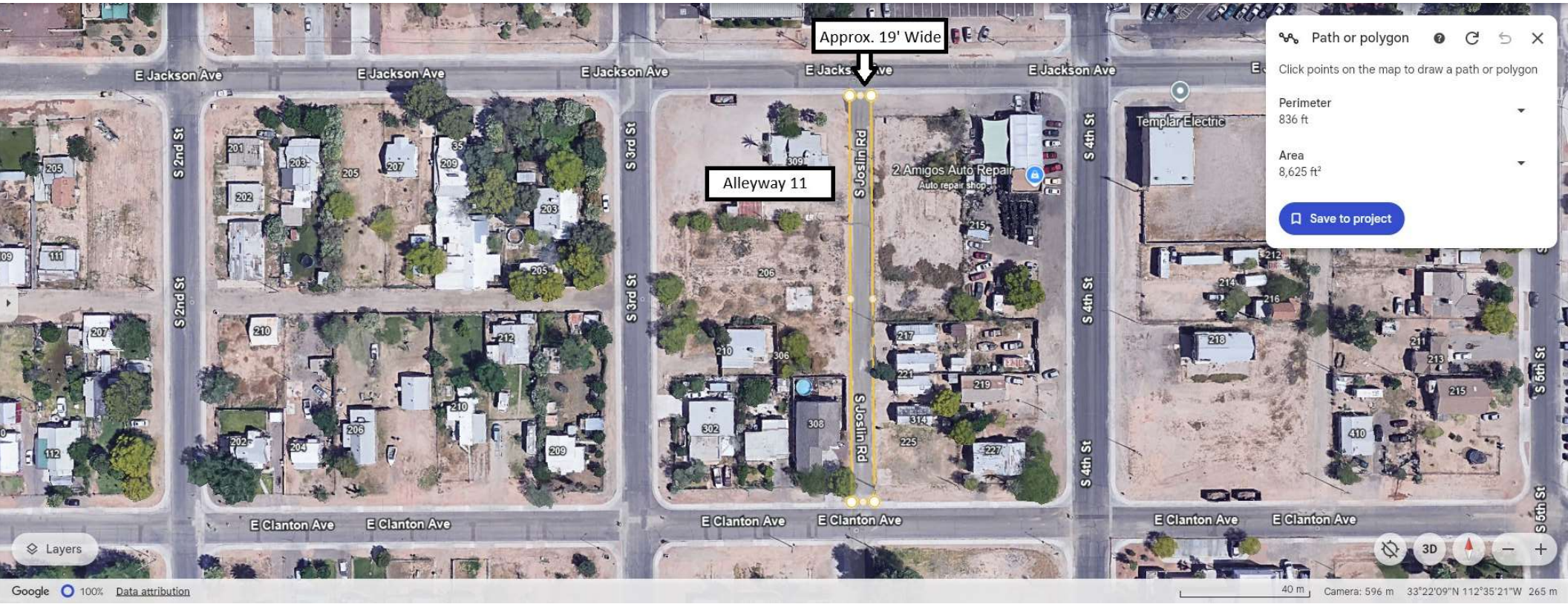
605


Alleyway 16
Approx. 21' Wide
Path or polygon
Click points on the map to draw a path or polygon
Perimeter
629 ft
Area
549.88 m²
Save to project
Layers
3D
S Miller
112
107


Approx. 19' Wide
Alleyway 11
E Jackson Ave
E Clanton Ave
S 2nd St
S 3rd St
S 4th St
S 5th St
S Joslin Rd
2 Amigos Auto Repair
Auto repair shop
Templar Electric
Path or polygon
Click points on the map to draw a path or polygon
Perimeter
836 ft
Area
8,625 ft²
Save to project
Layers
3D
Google
100%
Data attribution
40 m
Camera: 596 m
33°22'09"N 112°35'21"W 265 m


Alleyway 13
S 2nd St
S 2nd St
Approx. 22' Wide
Path or polygon
Click points on the map to draw a path or polygon
Perimeter
845 ft
Area
8,758 ft²
Save to project
109
107
111
210
212
Layers
3D
Google
100%
Data attribution
20 m
Camera: 412 m
33°22'12"N 112°35'23"W 266 m


E Jackson Ave
E Jackson Ave
Templar Electric
Buckeye Family Resource Center
Alleyway 5
Approx. 23' Wide
Skyway Church of Buckeye
New Jerusalem Ministries
All Faith Community Services
S 5th St
S 5th St
S 6th St
S 6th St
E Clanton Ave
E Clanton Ave
E Clanton Ave
E Clanton Ave
E Clanton Ave
Path or polygon
Click points on the map to draw a path or polygon
Perimeter
558 ft
Area
5,746 ft²
Save to project
Layers
3D
Google
100%
Data attribution
30 m
Camera: 530 m
33°22'09"N 112°35'10"W 264 m

609

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/05/24	**AGENDA ITEM:** 4.N. FIN - Resolution No. 71-24 -- Approve, accept, and carry out the terms and conditions of the Intergovernmental Agreement between Maricopa County and the City of Buckeye for High Intensity Drug Trafficking Area funding
DATE PREPARED: 10/31/24	**DISTRICT NO.:** All
STAFF LIAISON: Rob Roach, Grant Program Manager, 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 Resolution No. 71-24 for the approval, acceptance, and execution of a $30,000.00 Intergovernmental Agreement between Maricopa County and the City of Buckeye for High Intensity Drug Trafficking Area funding.

SUMMARY

PROJECT DESCRIPTION:
Buckeye is an active participant in High Intensity Drug Trafficking Area initiatives and has supervisors, officers, and/or investigators assigned to the Maricopa County Drug Suppression Task Force (Task Force), whereby funds are administered by Maricopa County Sheriff's Office. Buckeye law enforcement personnel will work through the Task Force to investigate criminal organizations operating drug labs and/or distributing narcotics within Arizona. The High Intensity Drug Trafficking Area through the Maricopa County Sheriff's Office will reimburse $30,000.00 in overtime employee-related benefits to Buckeye for sworn personnel participating in the Task Force.

BENEFITS:
Buckeye is an active participant in High Intensity Drug Suppression Task Force efforts and has aided in Task Force efforts for several years, benefiting Maricopa County and Buckeye as a whole. Buckeye's participation is pertinent in the community's wellbeing as opioid related cases are rapidly increasing in Maricopa County.

FUTURE ACTION:
After the Intergovernmental Agreement ends, Buckeye anticipates receiving a new intergovernmental agreement from the Maricopa County Sheriff's Office, which will be presented to Council.

FINANCIAL IMPACT STATEMENT:
The Intergovernmental Agreement funds $30,000.00 in overtime employee related benefits from July 1, 2024 to June 30, 2026. There is no anticipated financial impact on the City of Buckeye.

CURRENT FISCAL YEAR TOTAL COST:
$0

BUDGETED:
Yes

FISCAL YEAR:
2025 and 2026

FUND/DEPARTMENT:
Police

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
CAR Recap HIDTA MCSO IGA - Awarded.docx
IGA - FY25 Maricopa County HIDTA Buckeye 2024-2026.pdf
Resolution 71-24 - IGA - Maricopa County HIDTA FY24-25 (smf 10.23.24).docx

Maricopa County Sheriff's Office - High Intensity Drug Trafficking Area Intergovernmental Agreement Summary Recap

Project Description



Buckeye is an active participant in High Intensity Drug Trafficking Area initiatives and has supervisors, officers, and/or investigators assigned to the Maricopa County Drug Suppression Task Force, whereby funds are administered by Maricopa County Sheriff's Office. Buckeye law enforcement personnel will work through the Maricopa County Drug Suppression Task Force to investigate criminal organizations operating drug labs and/or distributing narcotics within Arizona. The High Intensity Drug Trafficking Area through the Maricopa County Sheriff's Office will reimburse $30,000 in overtime employee related benefits to Buckeye for sworn personnel participating in the Maricopa County Drug Suppression Task Force

Project Cost



- $30,000

Required Match



- $ 0

Intergovernmental Agreement Amount



- $30,000 in Overtime Employee Related Benefits

Plans Once Grant Expires:



- After the intergovernmental agreement ends, Buckeye anticipates receiving a new intergovernmental agreement from the Maricopa County Sheriff's Office, which will be presented to Council.

Objectives and Expected Outcomes



- The Buckeye Police Department has been an active participant in High Intensity Drug Suppression Task Force efforts and has aided in Task Force efforts for several years, benefiting Maricopa County as a whole.
- Buckeye's participation is pertinent in the community's wellbeing as opioid related cases are rapidly increasing in Maricopa County.

Time Period for the Grant



- FY 2025 and 2026

INTERGOVERNMENTAL AGREEMENT
between
Maricopa County and the City of Buckeye
regarding
High Intensity Drug Trafficking Area Funds

This Intergovernmental Agreement (this "IGA") is made this _____day of _____, 2023, between Maricopa County acting through the Maricopa County Sheriff's Office (hereinafter the "MCSO") and the City of Buckeye acting through its Police Department (hereinafter "Buckeye" or the "Sub-recipient"). MCSO and Buckeye are referred to in this agreement individually as a "Party" or together as the "Parties."

RECITALS

A. MCSO receives federal grant funding from the High Intensity Drug Trafficking Areas program ("HIDTA") to support initiatives designed to implement the strategy proposed by the HIDTA Executive Board and Arizona HIDTA Leadership, and approved by the Office of National Drug Control Policy; and

B. Buckeye is an active participant in HIDTA initiatives and has supervisors, officers, and/ or investigators assigned to the Maricopa County Drug Suppression Task Force (MCDST), whereby funds are administered by MCSO.

C. The Parties have cooperated for many years on HIDTA objectives, and MCSO would like to pass through HIDTA funding and HIDTA grant-funded resources to Buckeye when appropriate.

D. Arizona Revised Statutes § 11-952 *et seq.* authorizes public agencies to enter into Intergovernmental Agreements for the provision of services or for joint cooperative action.

TERMS and CONDITIONS

In consideration of the foregoing Introduction and Recitals, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Term:

1. This IGA is effective retroactively to July 1, 2024 and ends June 30, 2026**.**

2. The term of this IGA can be extended, prior to the termination date, by mutual written agreement of the Parties.

II. Scope:

1. MCSO shall provide HIDTA grant funds and HIDTA grant-funded resources (the "Program Funds") to Buckeye. The Program Funds shall be used to support Buckeye law enforcement personnel working through the MCDST to investigate criminal organizations that operate drug labs and/or distribute narcotics within the State of Arizona. Program Funds will not be used to supplant State and/or local funds that would otherwise be made available for such purposes.

2. MCSO will authorize up to a total of $30,000 in overtime benefit percentage cost reimbursement from Program Funds for Buckeye supervisors, officers, and/or investigators participating in the MCDST.

3. MCSO will authorize reimbursement for benefits/employer related expenses not exceeding the maximum allowed by HIDTA at the time of reimbursement.

4. The Buckeye Police Department agrees to submit overtime reimbursement requests for its MCDST-assigned supervisors, officers, and/or investigators as outlined above, to MCSO within 30 days of overtime incurred.

    a. Overtime reimbursement requests must include: a copy of the Buckeye payroll time sheet; the employee's name, overtime rate of pay, employee related expenses (ERE) information, number of hours worked, and the total dollar amount requested for reimbursement.

    b. The Buckeye Police Department acknowledges that it will fund the difference in cost for its assigned employees' benefits/ERE and the maximum allowable reimbursement.

    c. Requests are to be emailed to: mcso_accounts_payable@mcso.maricopa.gov

5. To further HIDTA objectives, the MCSO will provide leased vehicles and office space, which includes utilities and telephone service, task force equipment (i.e. heavy body armor, cellular phone, laptop computer, night vision equipment, etc.), and travel and training for MCDST personnel.

    a. Liability for any leased vehicle or any MCSO owned/controlled vehicle will reside with the driver and not the vehicle owner.

    b. The Parties acknowledge and accept driver liability for injuries and accidents on behalf of their respective officers, officials, agents, employees, or volunteers when operating or controlling any vehicle regardless of

ownership and at all times when conducting services for this agreement.

6. Buckeye shall maintain current, complete, and accurate records and accounts of all obligations and expenditures of funds under this agreement, in accordance with generally accepted accounting principles, and facilitate on-site inspection and auditing of such records and accounts.

7. Buckeye shall retain all data and other records relating to the acquisition and performance of this Agreement for a period of (5) five years after the completion of the Agreement, as required by A.RS. 35-214 and 35-215. All records shall be subject to inspection and audit by MCSO, Maricopa County Internal Audit, and the State of Arizona at reasonable times.

8. Notwithstanding any other provision of this Agreement to the contrary, the Parties acknowledge that they are subject to A.R.S. § 39-121 through 39-128 regarding public records. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of Arizona law.

9. This Agreement does not imply authority to perform any tasks, or acceptance of responsibility, not expressly stated in this Agreement. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in the Agreement.

III. Termination

1. Either party may terminate this Agreement if in its judgment such action is necessary due to:

   a. Non-Availability of funds, meaning that every payment obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and 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;

   b. The other Party's non-compliance with this Agreement.

   c. The provisions of A.RS. § 38-511, pursuant to which the Parties may cancel any Agreement without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Agreement or any extension

of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, pursuant to A.R.S § 38-511 the Parties may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Parties from any other party to the contract arising as the result of the Agreement.

d. Any reason.

2. Any termination of this contract must be in writing and sent by certified mail to the other Party, giving a 30-day notice prior to termination.

3. Each Party will pay its own costs incurred as a result of termination and, if applicable, each Party will return any tangible property left behind by or borrowed with permission from the other Party.

IV. General

1. This Agreement shall be governed and interpreted by the laws of the State of Arizona.

2. In the event of a dispute, the Parties agree to make use of arbitration to the extent required by A.RS. § 12- 1518.

3. Any litigation arising from this IGA or the performance thereof will be decided in the Federal or state courts of Maricopa County, unless otherwise agreed to between the Parties.

4. This IGA may be amended only by the mutual written consent of authorized representatives for all Parties, and said amendments shall require the approval of the Maricopa County Board of Supervisors.

5. The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

6. Either Party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition, even if the party accepting or acquiescing to the nonconforming performance fails to object to it.

7. The Parties mutually warrant that in accordance with A.RS. § 41-4401, they are in compliance with all Federal immigration laws and regulations relating to employees. The Parties further warrant that do and will comply with the provisions of A.R.S. § 23-214 (A);

a. A breach of a warranty under this subsection shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract;

b. The Parties mutually retain the legal right to inspect the papers of any contractor or subcontractor employee employed within the scope of this IGA, to ensure that the contractor or subcontractor is complying with the warranties provided under this subsection, and contractors or subcontractors shall make all papers and employment records of said employees(s) available during normal working hours in order to facilitate such an inspection.

8. Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of relevant Federal, State, and Local governments regardless of specific reference herein. The Parties agree that there will be no discrimination as to race, sex, religion, color, age, creed, or national origin in regard to obligations, work, and services performed under the terms of any contract ensuing from this engagement. The Parties will comply with the Executive Order No. 11246, entitled "Equal Employment Opportunity," as amended by Executive Order No. 11375 and as supplemented by the Department of Labor Regulations (41 CFR, Part 60), with State Executive Order No. 2009-09, and with all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. All Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

9. Written Certification Pursuant to A.R.S. § 35-393.01. The Parties certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

10. Except as otherwise provided in law, in the performance of this Agreement, Parties hereto will be acting in their individual governmental capacities and not as agents, employees, or partners of the other Party. The employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees, agents, or subcontractors of the other party.

11. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other formal business association

or organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

12. Parties acknowledge that under this IGA no employee or participant of the Sub-recipient is to be considered a County employee, and that no rights of County merit, County retirement, or County personnel rules shall accrue to such individual. Sub-recipient shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold the County harmless with respect thereto.

13. Certification Regarding Compliance with Federal Regulations Governing Debarment and Reporting: The undersigned by signing and submitting this Agreement has the authority to certify the City to the terms, representations and/or warrants of this Certification. The City certifies that, to the best of its knowledge and belief, it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in Federal assistance programs or activities as contemplated by 2 C.F.R. Section 200.213, and that the City shall comply with 2 C.F.R. Section 200.113 with respect to reporting any violations of Federal criminal law and certain civil proceedings.

V. Insurance and Indemnification

1. To the extent permitted by law, each party will defend, indemnify, and save the other party harmless, including any of the Parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the indemnifying party of any of the provisions of this Agreement. The Parties are responsible and liable for the acts and omissions of their own officers, agents or employees in connection with the performance of their official duties under this Agreement.

2. The parties acknowledge and agree that the PARTIES to this Agreement are each self-insured. Minimum required coverage is:

    a) Commercial general liability. The Licensee shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate, and a $4,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal

injury, advertising injury, bodily injury, property damage, and contractual liability. For any Service that involves children or at-risk individuals, the commercial general liability must include coverage for sexual abuse and molestation. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance shall be "follow form" equal or broader in coverage and scope than underlying insurance.

b) Automobile liability. If vehicles are used by the sub-recipient to perform the Services, the sub-recipient shall maintain Business Automobile Liability insurance with a limit of $2,000,000 each occurrence on the Licensee's owned, hired, and non-owned vehicles assigned to or used in the performance of the Services. If vehicles are not used by the sub-recipient to perform the Services, this requirement for Automobile Liability may be waived. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

c) Workers' compensation insurance. If the Licensee has employees, the sub-recipient shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Licensee's employees engaged in the performance of Services under this Agreement and shall also maintain Employers' Liability Insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

VI. Miscellaneous

1. This document is the complete and exclusive statement of the understanding between the parties, and it supersedes all proposals, oral or written, and all other documents or communications between the parties relative to the subject matter herein covered, unless such documents or communications are specifically included by reference.

2. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.

3. Any amendments, including all requests for additional services, shall be in writing and signed by both parties to this Agreement.

4. All notices required under this agreement to be given in writing shall be sent to:

For MCSO:

Maricopa County Sheriff's Office
Cindy Kenney, Grant Administrator
CKenney@MCSO.Maricopa.gov

For Buckeye:

City of Buckeye
Damika Newman, Grant Specialist
DNewman@buckeyeaz.gov

[Signatures on Following Page]

Intergovernmental Agreement Regarding HIDTA Funds

IN WITNESS WHEREOF, the Parties have made and executed this IGA the day and year first above written.

City of Buckeye	Maricopa County Board of Supervisors
_____	_____
City Manager	Chairman of the Board
ATTEST:	ATTEST:
_____	_____
City Clerk	Clerk of the Board
Buckeye Police Department	Maricopa County Sheriff's Office
_____	_____
Chief of Police	Sheriff

IN ACCORDANCE WITH A.R.S. § 11-952 THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED, WHO HAVE DETERMINED ON BEHALF OF THEIR RESPECTIVE CLIENTS THAT IT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED BY LAW TO THEIR RESPECTIVE CLIENTS.

For Buckeye:	For Maricopa County:
_____	_____
City Attorney	Deputy County Attorney

RESOLUTION NO. 71-24

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY RELATED TO HIGH INTENSITY DRUG TRAFFICKING AREA FUNDING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER SAID INTERGOVERNMENTAL AGREEMENT.

WHEREAS, the High Intensity Drug Trafficking Areas (HIDTA) program is a national initiative of the Office of National Drug Control Policy, and Maricopa County is located within the Arizona HIDTA; and

WHEREAS, HIDTA funding for Maricopa County is administered by the Maricopa County Sheriff's Office, through the Maricopa County Drug Suppression Task Force (the "MCDST"); and

WHEREAS, the Buckeye Police Department is a longtime partner in the MCDST, and receives pass-through HIDTA funds to support its participation, when appropriate; and

WHEREAS, Arizona Revised Statutes Section 11-951 *et. seq.* authorizes public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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 Intergovernmental Agreement between Maricopa County and the City of Buckeye, effective retroactively to July 1, 2024, through June 30, 2026, regarding High Intensity Drug Trafficking Area Funds (the "IGA") is hereby approved in substantially the form and substance on file with the City Clerk and is incorporated herein by reference.

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

[signatures appear on following page]

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 5th day of November, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/05/24	**AGENDA ITEM:** 4.O. FIN - Community Challenge Grant Application Submission through the Arizona Department of Forestry and Fire Management
DATE PREPARED: 10/31/24	**DISTRICT NO.:** All
STAFF LIAISON: Rob Roach, Grant Program Manager, 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 to take action on the submission of a $66,710 Community Challenge Grant Application through the Arizona Department of Forestry and Fire Management.

SUMMARY

PROJECT DESCRIPTION:
The grant application request supports a one-year project that includes the structural pruning of 25 trees located in downtown Buckeye, which is essential for preserving the health and beauty of trees, enhancing their longevity, and ensuring public safety in Buckeye. The request also supports the development of a tree inventory system to provide City personnel with key tree health and maintenance data and tree canopy data. The State grant portion is $60,000 with a $6,710 in-kind match requirement for a total project cost of $66,710.

BENEFITS:
Structural pruning will optimize canopy development, ensuring maximum shade coverage, which is particularly critical in Buckeye's downtown disadvantaged neighborhoods. Maximizing shade coverage will help Buckeye mitigate extreme heat events. The tree inventory system will provide Buckeye personnel with a GPS-based web interface, allowing Buckeye to accurately track and manage tree conditions, maintenance data, and budget for future growth. The tree inventory system will also integrate with Buckeye's current asset management system, allowing ease of use for Buckeye personnel.

FUTURE ACTION:
If awarded, the Award Agreement will be presented to Council for acceptance and approval. After all grant funds have been expended, ongoing maintenance costs will become a part of the department's budget.

FINANCIAL IMPACT STATEMENT:
The State grant portion is $60,000. There is a $6,710 in-kind match requirement. The in-kind match will be provided via 150 hours of in-house administrative labor.

CURRENT FISCAL YEAR TOTAL COST:
150 hours of in-house administrative labor ($6,710).

BUDGETED:
Yes

FISCAL YEAR:
2025 and 2026

FUND/DEPARTMENT:
Community Services

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
CAR Recap Summary AZ DFFM - Community Challenge Grant Application.docx
Buckeye DFFM Community Challenge app 10-19-24.pdf
DFFM_Project_Budget_Worksheet_20240905.pdf

Arizona Department of Forestry and Fire - Community Challenge Grant Application Summary Recap

Project Description

The grant application request supports a 1-year project that includes the structural pruning of 25 trees located in downtown Buckeye, which is essential for preserving the health and beauty of trees, enhancing their longevity, and ensuring public safety in Buckeye. The request also supports the development of a tree inventory system to provide City personnel with key tree health and maintenance needs, as well as tree canopy data. The total project cost is $66,710.

Project Cost

- $ 66,710 ($60,000 Fully Reimbursable based on budget)

Required Match

- $ 6,710 (in-kind via 150 hours of in-house administrative labor)

Grant Amount

- $ 60,000

Plans Once Grant Expires

- If awarded, the Award Agreement will be presented to Council for acceptance and approval.
- Once all grant funds have been expended, the ongoing maintenance costs will become a part of the department's budget.

Objectives and Expected Outcomes

- Structural pruning will optimize canopy development, ensuring maximum shade coverage, which is particularly critical in Buckeye's downtown disadvantaged neighborhoods. Maximizing shade coverage will help Buckeye mitigate extreme heat events.
- The tree inventory system will provide Buckeye personnel with a GPS-based web interface, allowing Buckeye to accurately track and manage tree conditions, maintenance needs, and budget for future growth. The tree inventory system will also integrate with Buckeye's current asset management system, allowing ease of use for Buckeye personnel.

Time Period for the Grant

- FY 2025 and FY 2026

1. Application/Project Title

Provide a brief, descriptive title of your project.

Buckeye Urban Forestry Initiative to Improve Ecosystems, Adapt to Climate Change, and Increase Shade Equity in Underserved Populations

2. Org Name

List organization name.

City of Buckeye

3. Program/Project Congressional District (check all that apply)

9

4. Program/Project Legislative District (check all that apply)

25

5. Tree City USA (Yes/No)

Yes

6. Fitting This Year's Theme

Briefly describe how your project fits this year’s grant theme of trees as strategies for climate adaptation and mitigation.

Per the Tree Equity Score Tool, several City of Buckeye (COB) census tracts are located in designated disadvantaged areas and have low tree equity scores. This indicates several concerns such as heat disparity, people in poverty, people of color, and health burden. COB seeks to initiate a new urban forestry project by establishing a tree inventory asset management system to catalog tree inventory, and manage watering, pruning, maintenance, and tree canopy. COB also requests funds for tree pruning. The tree inventory will provide COB with a GPS-based web interface, allowing COB to accurately track and manage tree conditions, maintenance needs, and budget for future growth. The inventory system will integrate with COB’s existing asset management system. The new system will efficiently help manage hazard tree evaluation, removal, replacement, and contract pruning using the International Society of Arboriculture standards (ISA). Structural pruning throughout Buckeye is essential for preserving the health and beauty of trees, enhancing their longevity, and ensuring public safety. Structural pruning will also optimize canopy development, ensuring maximum shade coverage, which is particularly critical in COB’s disadvantaged neighborhoods. This project aligns with the goals of the Arizona Forest Action Plan, specifically in maintaining resilient ecosystems, adapting to climate change, and addressing shade equity in underserved neighborhoods. Buckeye is designated as a Tree City USA.

7. Project Need & Justification

Clearly state the need for work. Describe how the project will positively and directly impact urban forest canopy. Tell us how your project meets some of the goals from the Arizona Forest Action Plan.

COB does not have a tree inventory system to manage tree conditions, maintenance, and future growth budgetary needs. COB does not have a structural pruning initiative. This project will satisfy all these needs, thereby optimizing canopy growth, ensuring maximum shade coverage, and benefitting low tree equity score census tracts. This aligns with the goals of the AZ Forest Action Plan, specifically people and landscape benefits, resilient and diverse ecosystems, and adapting to climate change.

8. Project Outcomes

Outcomes are the measurable (how many, how much) results of your actions. Clearly describe your anticipated outcomes.

The disadvantaged beneficiary area of this grant is experiencing tree canopy of 0 to 8%. The objective outcome is to reach 15% tree canopy for these historically disadvantaged and underserved neighborhoods and to reduce heat island. The successful outcome of this program will be measured by the increase in the tree canopy using the i-Tree Canopy tool and manual canopy diameter measurement. The outcome of heat island reduction will be measured by using standard weather station measurement.

Which project category(s) does your scope of work fulfill? (check all that apply)

Information and Education, Planning, Community and Natural Resources Management, Maintenance, Climate Change Resiliency, Assessment

9. Scope of Work

How will your project be implemented? Include sufficient detail about your project activities. Include a description of who is responsible for completing the work.

Project elements will commence shortly after the grant is awarded. Three COB staff will direct and administer this project, including Mark Bianco, Parks Manager, Martin Velasco, Certified Arborist, and a foreman. These staff members will be performing heat data collection, canopy cover measures and overseeing the tree inventory process and structural pruning. Contractual services will be employed for the urban forestry inventory development which will provide a GPS-based web interface to allow COB to accurately track and manage tree conditions, maintenance needs and budgeting for future growth. COB's staff will utilize the data to support budgeting requests for additional tree planting within census tracts experiencing low tree equity. Contractual services will also be employed for the structural pruning initiative, which will be overseen by COB staff. The pruning initiative consists of proactive maintenance essential to the preservation of health and beauty of trees, enhancing their longevity, and ensuring public safety and climate risk mitigation. COB staff will collect and maintain heat data and the outcome of heat island reduction through a standard weather station measurement. Tree canopy will be measured by using the i-Tree Canopy tool and manual canopy diameter measurement. COB seeks to coordinate activities with Buckeye youth to teach them how to be positive environmental stewards. COB currently partners with a local non-profit organization, "Village Community and Recreation Center" (VCRC) and created a "Spruce-It-Up" Program which engages 16 youth living within Buckeye's disadvantaged communities. During Summer 2024, the youth group, on a weekly basis, worked in the disadvantaged Downtown Buckeye area maintaining yards and landscapes. If this grant request is awarded, COB anticipates youth participation in the canopy coverage assessment, and heat data collection program and learn proper tree maintenance and heat data and canopy cover collection techniques.

10. Project Timeline

Provide a specific timeline with beginning and end dates that show the project is achievable in 1-1.5 years. Describe your anticipated quarterly accomplishments.

The project will commence on January 2, 2025, and be completed by March 31, 2026, as per grant requirements. COB anticipates completing the project prior to the annual Community Forestry Grantee Showcase in September 2025. Additionally, COB anticipates beginning the tree inventory and structural pruning upon grant approval. Collection of heat data will be conducted throughout the life of the project to evaluate the impact of the project on the immediate environment. Youth group engagement will occur throughout the life of the grant, to ensure effective environmental stewardship education and hands-on experience. Final results will be presented at the annual Community Forestry Grantee Showcase, and collection of heat data, tree canopy measurement, and tree inventory will continue after the project has been completed. Each quarter end, COB will review the data collected and assess the project progress. It is estimated that each quarter, one-third of the project will be completed.

11. Collaborative Elements

Identify the collaborative partners and what each will contribute. Describe how each partner will contribute to the planning and implementation phases of the project.

COB seeks to collaborate with a local non-profit organization called "Village Community and Recreation Center" (VCRC). VCRC currently has a "Spruce-It-Up" Program that was created in collaboration with COB to engage local youth, who reside in Buckeye's disadvantaged communities, to provide landscaping maintenance throughout the community. COB and VCRC believe that teaching Buckeye's local youth how to be agents for positive environmental change is critical for the health and safety for everyone, now and in the future. This youth group will participate through hands-on tree maintenance, heat data collection, and tree canopy measurement, under the supervision of COB staff, one of whom is a Certified Arborist. These efforts will be shared on COB's website and social media channels to increase community awareness, engagement, and involvement. Buckeye citizens will also be invited to provide their feedback on the program, as well as any suggestions for future projects.

12. Results and Evaluation Plan

Provide a clear plan for evaluating the effectiveness of your project. How will you measure your outcomes and assess your success; and when will you know if you need to change course, if at all? How will you share your results and impacts?

The tree canopy will be measured by one of two methods. COB can use the i-Tree Canopy tool. This tool plots points onto Google Earth imagery and measures the tree canopy coverage. The tree canopy coverage can also be measured by manually measuring the diameter of the tree coverage at a 4.5-foot height. Tree canopy will be measured at the beginning, quarterly, at the end of the project, and continuously thereafter. COB will also measure and compare the temperature measurements before, during, and after the grant project. The tree inventory will provide COB staff with critical information to promote the growth and longevity of existing trees in Buckeye, as well as determine critical areas within the low tree equity score census tracts. The project also seeks to prune existing trees and plan for planting of native trees in the future to optimize canopy development, ensure maximum shade coverage, reduce extreme climate temperatures, and improve air quality. COB will conduct project evaluations quarterly to determine if efforts need to be adjusted to produce a greater positive impact on the community and environment. COB staff is fully prepared to deliver a professional presentation at the annual Community Forestry Grantee Showcase. This presentation will feature a comprehensive PowerPoint highlighting the sustainability and urban forestry initiatives developed by COB, funded by this grant. COB will also share feedback from the community and youth group participants' family members. COB staff will include photos documenting the progress and provide an engaging 3–5-minute presentation detailing how this grant has positively impacted the community. The presentation will be organized, placed on a thumb drive for convenience, and delivered in a clear, polished, and professional manner. COB will also share the project's impacts and results on their website and social media channels.

13. Sustainability Plan

Document your plans for making this project's implementation sustainable. Make sure your project is feasible. How will it be maintained without additional federal and state support? What is your long term commitment to success? What are your long term goa

COB intends to continue their partnership with non-profit youth groups in disadvantaged communities. Absent grant funds in the future, COB will need to fund future inventory efforts, heat data collection, tree canopy coverage measurement, and future tree plantings from the COB general fund. After grant completion, ongoing maintenance for the trees will be budgeted in the COB general fund for the Public Works Department and the Parks Division. Maintenance includes watering, pruning, trimming, irrigation repairs, and other activities directly related to tree survival. The long-term goal of COB is to provide greater tree equity to historically disadvantaged communities, increase tree canopy, and reduce heat island. This can be achieved through additional plantings and proper care and maintenance of the trees to ensure they grow into mature trees that provide the most shade cover. COB intends to continue to increase public awareness and access to nature. Ensuring that citizens are mindful and aware of how their actions affect the environment will further increase sustainability. COB plans to plant trees native to the Arizona desert region. Native trees use less water, decrease flooding, and increase groundwater replenishment. According to the Environmental Protection Agency (EPA), trees use their canopy to capture and store rainfall and reduce storm water runoff, then release moisture into the air. The EPA states that leaf litter and tree roots promote a natural filter in the soil to remove contaminants from the water. Therefore, a reduction in pollutants in collected storm water runoff is an anticipated outcome. Air quality will improve by planting trees as they absorb gases and add oxygen back into the air. According to the U.S. Department of Agriculture – Forest Service, a live mature tree has the capacity to absorb over 48 pounds of carbon dioxide (CO_2) in 1 year. The current project supports the pruning of 25 trees, which equals 12,000 pounds of CO_2 over 10 years.

Upload Budget Worksheet

Mathematically describe in a narrative form how you arrived at the figures in each budget category. Differentiate between grant share and match. Is your budget reasonable and specific? Ensure you provide and describe 10% match (1:10).

DFFM_Project_Budget_Worksheet_20240905.pdf

Upload Letters of Partner Support (optional)

Upload Maintenance/Management Plan (optional)

Upload Supplemental Documentation (optional)

Tree Equity Scores - Downtown Buckeye.pdf

Project: Buckeye Urban Forestry Initiative to Improve ecosystems and Increase Shade Equity in Underserved Populations

Total Project Budget (by expense type)				
Budget Detail	**Grant Share** ($ Amount Requested)	**Match** Match % 10.06	Match Total $ 6,710	**TOTAL**
		Dollars	**In-Kind**	
Administrative Labor:			$ 6,710	$ 6,710
Project Labor:				$ 0
Travel:				$ 0
Equipment:				$ 0
Supplies:	$ 9,105	$ 645		$ 0
Contractual:	$ 60,000	$ 645		$ 60,000
Other1:				$ 0
Other2:				$ 0
TOTAL:	$ 60,000	$ 0	$ 6,710	$ 66,710

Budget Narrative

Provide a brief explanation of each budget item. Include a mathematical explanation for items that will be reimbursed by grant funds and those that will be provided as project match (add additional pages if needed).

Buckeye is requesting $60,000 under the Contractual Budget category. The first sub-component under Contractual is for the development and implementation of a tree inventory. The tree inventory costs $3 per tree site visit and there are 1,250 total sites that need to be visited and evaluated, costing a total of $3,750 ($3 x 1,250 = $3,750). This entire sub-component is included in Buckeye's grant funding request. The tree inventory will be completed by an independent contractor.

The second sub-component under Contractual services is for the structural pruning. The average cost per tree is $2,250, and Buckeye is seeking funding for structural pruning for 25 trees, costing a total of $56,250 ($2,250 x 25 = $56,250). This entire sub-component is included in Buckeye's grant funding request. The pruning will be completed by an independent contractor.

The total Contractual Services Budget request is $60,000 ($3,750 + $56,250 = $60,000).

Buckeye will provide an in-kind match of $6,710 under "Administrative Labor" as the City of Buckeye's Parks, Trails and Cemetery Manager and two foremen, one of whom is a Certified Arborist, will be providing administrative labor services to oversee, conduct heat and canopy measurements, and evaluate the project. This does not include any benefits or hourly overages. These benefits and overages will be paid by the City of Buckeye.
The two foremen are paid approximately $36 per hour, while the Parks, Trails and Cemetery Manager is paid approximately $50 per hour. The two foremen and the Parks, Trails, and Cemetery Manager are anticipated to work a minimum of 55 hours dedicated to this project throughout the life of the project.
Foreman 1 - $36/hour x 55 hours = $1,980
Foreman 2 - $36/hour x 55 hours = $1,980
The Park manager is anticipated to work a minimum of 50 hours.

Budget Narrative - Continued

Use this additional space to provide a brief explanation of each budget item. Include a mathematical explanation for items that will be reimbursed by grant funds and those that will be provided as project match (add additional pages if needed).

Parks, Trails and Cemetery Manager - $50/hour x 55 hours = $2,750
Total = $6,710 ($1,980 + $1,980 + $2,750 = $6,710)

Additionally, one of the foremen is a Certified Arborist and will be providing his expertise throughout the life of the project. The total City of Buckeye match equals 10.06% or $6,710.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/05/24	**AGENDA ITEM:** 4.P. FIN - Resolution No. 70-24 - Approve, accept, and carry out the terms and conditions of the Intergovernmental Agreement between Maricopa County Sheriff's Office and the City of Buckeye, relating to Unlawful Medical Marijuana Trafficking
DATE PREPARED: 10/31/24	**DISTRICT NO.:** All
STAFF LIAISON: Rob Roach, Grant Program Manager, 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 Resolution No. 70-24 for the approval, acceptance, and execution of a $95,000.00 Intergovernmental Agreement between Maricopa County Sheriff's Office and the City of Buckeye for the purpose of investigating or providing training relating to Unlawful Medical Marijuana Trafficking.

SUMMARY

PROJECT DESCRIPTION:
Buckeye is an active participant in Unlawful Medical Marijuana Trafficking initiatives and has supervisors, officers, and/or investigators assigned to the Maricopa County Sheriff's Office, whereby funds are administered by Maricopa County Sheriff's Office. Buckeye law enforcement personnel will work through the Maricopa County Sheriff's Office to investigate criminal organizations operating illegal medical marijuana dispensaries, growing marijuana, and operating cannabis labs within Arizona. The Unlawful Medical Marijuana Trafficking funding through the Maricopa County Sheriff's Office will reimburse $95,000.00 for overtime to Buckeye for sworn personnel participating in the initiative.

BENEFITS:
The Buckeye Police Department has been an active participant in the Unlawful Medical Marijuana Trafficking Task Force efforts and has aided in Task Force efforts for several years, benefiting Maricopa County and Buckeye as a whole. Buckeye's participation is pertinent to the community's wellbeing as illegal medical marijuana related cases are rapidly increasing in Buckeye and Maricopa County.

FUTURE ACTION:
After the intergovernmental agreement ends, Buckeye anticipates receiving a new intergovernmental agreement from the Maricopa County Sheriff's Office, which will be presented to Council.

FINANCIAL IMPACT STATEMENT:
The Intergovernmental Agreement funds overtime personnel in the sum of $95,000.00.00 relating to investigating or providing training relating to Unlawful Medical Marijuana Trafficking. The funding period is February 1, 2024, to January 30, 2029. There is no anticipated financial impact on the City of Buckeye.

CURRENT FISCAL YEAR TOTAL COST:
$0

BUDGETED:
Yes

FISCAL YEAR:
2025-2029

FUND/DEPARTMENT:
Police

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
CAR Recap Unlawful Medical Marijuana Trafficking IGA - Awarded.docx
SUBRECIPIENT AGREEMENT WITH CITY OF BUCKEYE FOR UMMT_not signed by COB.pdf
Resolution 70-24 - IGA - MCSO (ADOSH) - Unlawful Medical Marijuana Trafficking v.2 (smf 10.23.24).docx

Maricopa County Sheriff's Office – Unlawful Medical Marijuana Trafficking Intergovernmental Agreement Summary Recap

Project Description

Buckeye is an active participant in Unlawful Medical Marijuana Trafficking initiatives and has supervisors, officers, and/or investigators assigned to the Maricopa County Drug Suppression Task Force, whereby funds are administered by Maricopa County Sheriff's Office. Buckeye law enforcement personnel will work through the Maricopa County Drug Suppression Task Force to investigate criminal organizations operating illegal medical marijuana dispensaries, growing marijuana, and operating cannabis labs within Arizona. The Unlawful Medical Marijuana Trafficking funding through the Maricopa County Sheriff's Office will reimburse $95,000 for overtime to Buckeye for sworn personnel participating in the Maricopa County Drug Suppression Task Force.

Project Cost

- $95,000

Required Match

- $ 0

Intergovernmental Agreement Amount

- $95,000 in Overtime

Plans Once Grant Expires:

- After the intergovernmental agreement ends, Buckeye anticipates receiving a new intergovernmental agreement from the Maricopa County Sheriff's Office, which will be presented to Council.

Objectives and Expected Outcomes

- The Buckeye Police Department has been an active participant in Unlawful Medical Marijuana Trafficking Task Force efforts and has aided in Task Force efforts for several years, benefiting Maricopa County as a whole.
- Buckeye's participation is pertinent in the community's wellbeing as illegal medical marijuana related cases are rapidly increasing in Buckeye and Maricopa County.

Time Period for the Grant

- FY 2025 through FY 2029

SUB-RECIPIENT AGREEMENT BETWEEN
Maricopa County
by and through
the Maricopa County Sheriff's Office
and the City of Buckeye
for
Unlawful Medical Marijuana Trafficking

(Funded by the Arizona Department of Health Services)

This Intergovernmental agreement is made this 1st day of February 2024, between Maricopa County acting through the Maricopa County Sheriff's Office hereinafter "MCSO" and the City of Buckeye acting through its Police Department, hereinafter "Subrecipient", together the "Parties," for the purpose of investigating or providing training on illegal medical marijuana "dispensary" operations, marijuana grows and cannabis labs.

WHEREAS the MCSO contracts with the Arizona Department of Health Services ('ADHS"), through Interservice Agency Agreement ISA CTR040227, to provide services related to the Arizona Medical Marijuana Act (AMMA), A.R.S. Title 36, and Chapter 28.1 and AMMA regulation of unlawful marijuana trafficking taking place outside of registered nonprofit medical marijuana dispensaries, including but not limited to operations/clubs conducting dispensary functions under a variety of names/labels by persons representing themselves to cardholding patients and the public as acting with the scope of AMMA (Arizona Medical Marijuana Act); as well as services related to the regulation of unlawful marijuana trafficking taking place at registered nonprofit medical marijuana dispensaries of cultivation sites, including activities at dispensaries or cultivation sites that fall outside of and/or violate the AMMA and receive State funding for these activities, and (ISA CTR040227) investigate or provide training on illegal "dispensary" operations, marijuana grows and cannabis labs.

WHEREAS MCSO also participates with multiple law enforcement agencies in High Intensity Drug Trafficking Area (HIDTA), a federally funded initiative, and in HIDTA' s Maricopa County Drug Suppression Task Force (MCDST) where efforts coincide with enforcement of AMMA and is specifically named in the MCSO's ISA with ADHS.

WHEREAS MCSO and its contracted Subrecipients are charged with the responsibility for the regulation of activities within the local jurisdiction that fall outside of AMMA and under A.R.S. Title 13, including but not limited to, unlawful marijuana trafficking taking place outside of registered nonprofit medical marijuana dispensaries by persons that are representing themselves to cardholding patients and the public as acting within the scope of AMMA; as well as services related to the dispensaries or cultivation sites, including activities at dispensaries or cultivation sites that fall outside of and/or violate the AMMA.

WHEREAS funding to Subrecipient partners for Unlawful Medical Marijuana Trafficking is limited to investigating or providing training on illegal "dispensary" operations, marijuana grows and cannabis labs, performance of specific activities, the Parties agree:

I) This Agreement reimburses subrecipient law enforcement officer overtime costs only incurred investigating or providing training on illegal "dispensary" operations, marijuana grows and cannabis labs pursuant to ISA CTR 040227.

2) This agreement shall be for five years, retroactive to February 1, 2024 and ending January 30, 2029 or for the duration of the Interagency Service Agreement (ISA) between MCSO and ADHS and is effective when signed by the Parties. The initial value of funds to be reimbursed through this Agreement is not to exceed $95,000. This amount will be reviewed periodically and updated via amendment to this Agreement.

3) Either party may terminate this Agreement if in its judgment such action is necessary due to:

a. Non-Availability of funds: Every payment obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and 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.

b. Either party's non-compliance with this Agreement.

c. Pursuant to A.R.S. § 38-511 the Parties may cancel any Agreement without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, pursuant to A.R.S § 38-511 the Parties may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Parties from any other party to the contract arising as the result of the Agreement.

d. Any reason.

4) Any termination of this contract must be in writing and sent certified mail to the other party giving a 30-day notice prior to termination.

5) Each party will pay its own costs incurred as a result of termination and, if applicable, each party will return any of its tangible property left at or borrowed with permission from the other party.

6) This Agreement shall be governed and interpreted by the laws of the State of Arizona.

7) In the event of a dispute, the Parties agree to use arbitration to the extent required by A.RS.§ 12-1518.

8) Any litigation arising from the agreement, or the performance thereof will be decided in the Federal or state courts of Maricopa County unless otherwise agreed to between the Parties.

9) This IGA may be amended only by the mutual written consent of authorized representatives for all Parties and requires Board approval.

10) The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

11) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even. if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

12) In accordance with A.R.S. § 41-4401, Subrecipient certifies compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

13) Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal, State, and Local government regardless of specific reference herein. The Parties agree that there will be no discrimination as to race, sex, religion, color, age, creed, or national origin in regard to obligations, work, and services performed under the terms of any contract ensuing from this engagement. The Parties will comply with the Executive Order No. 11246, entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60). The Subrecipient shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. All Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

14) The Parties understand that any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

15) Written Certification Pursuant to A.R.S. § 35-393.01. If Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of $ 100,000 or more, VENDOR certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This ce1tification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

16) Except as otherwise provided in law, in the performance of this Agreement, Parties hereto will be acting in their individual governmental capacities and not as agents, employees, or partners of the other party. The employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees, agents, or subcontractors of the other party.

17) This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind, and the right and obligations of the Parties shall be only those expressly set forth in this Agreement.

18) Parties acknowledge that under this IGA no employee or participant of the Subrecipient is to be considered a County employee, and that no rights of County merit, County retirement, or County personnel rules shall accrue to such individual. Subrecipient shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold the County harmless with respect thereto.

19) To the extent permitted by law, each party will indemnify and save the other party harmless, including any of the Parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the indemnifying party of any of the provisions of this Agreement. The Parties are responsible and liable for the acts and omissions of their own officers, agents or employees in connection with the performance of their official duties under this Agreement.

20) The Subrecipient's insurance shall be primary insurance as respects performance of subject agreement. All policies shall waive rights of recovery (subrogation) against Maricopa County, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or Services performed by the subrecipient under this Agreement.

21) If the subrecipient receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be the subrecipient's responsibility to provide prompt notice of same to the County, unless such coverage is immediately replaced with similar policies.

22) Required coverage.
Commercial general liability. The Subrecipient is self-insured.

23) Parties acknowledge and accept driver liability for injuries and accidents for their respective officers, officials, agents, employees, or volunteers when operating or controlling any vehicle regardless of ownership at all times when conducting services for this agreement. Liability will reside with the driver and not the vehicle owner.

24) Work performed in this agreement will be coordinated by the MCSO Special Investigations Division Lieutenant or Captain. Assignments could be planned or incidental to other work and will occur on an as needed basis with no guarantee of hours.

25) Payment request and payment.

a. Subrecipient will submit its overtime reimbursement requests to MCSO Grants Unit within 30 days of hours worked.

b. Requests will include Date, Name, Serial Number, date overtime was worked and number of hours worked.

c. Official payroll records will be required to supp ort the request.

d. Additional reimbursement request instructions may be provided by the MCSO ADHS contract coordinator.

e. Approval/Authorization of payment for overtime hours worked is required by the MCSO ADHA contract coordinator on each request for reimbursement.

e. MCSO will issue payments quarterly.

f. Payment Contacts:

City of Buckeye:
Finance Manager
Sherri Meredith
smeredith@buckeyeaz.gov
623-349-6154

MCSO:
Maricopa County Sheriff' s Office
Grants Administrator, Cindy Turner
550 W. Jackson Street 4th Floor
Phoenix, AZ 85003
cindyturner@mcso.maricopa.gov
602-876-3266

26) Subrecipient shall maintain current, complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles facilitate on-site inspection and auditing of such records and accounts.

27) Subrecipient shall retain all data and other records relating to the acquisition and performance of this Agreement for a period of (5) five years after the completion of the Agreement as required by A.RS. 35-214 and 35-215. All records shall be subject to inspection and audit by MCSO, Maricopa County Internal Audit the State of Arizona (State) at reasonable times.

28) Billings for all outstanding obligations must be received by MCSO within 30 days of the date of termination of this agreement. MCSO will be responsible only for authorized obligations incurred by Subrecipient during the term of this agreement.

29) This document is the complete and exclusive statement of understanding between the Parties, and it supersedes all proposals, oral or written, and other documents or communications between the Parties relative to the subject matter herein covered, unless such documents or communications are specifically included by reference.

30) All notices other correspondence between the Parties regarding this Agreement shall be mailed or delivered to the respective Parties at the following addresses:

City of Buckeye:
Buckeye Police Department:
21699 W Yuma Rd.
Buckeye, AZ, 85326

MCSO:
Maricopa County Sheriff's Office
Deputy Chief, Investigations Bureau
550 W. Jackson Street
Phoenix, AZ 85003
S_Molina@mcso.maricopa.gov

With a Copy to:

City of Buckeye
City Manager's Office
530 East Monroe Avenue
Buckeye, AZ 85326

31) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied, electronic and scanned signatures are acceptable as original signatures.

IN WITNESS WHEREOF, the Parties hereto have entered into this IGA effective as of the date first written above.

City of Buckeye, an Arizona political subdivision:

Eric W. Orsborn, Mayor

ATTEST:

City Clerk

Buckeye Police Department

Robert Sanders
Chief of Police

Approved as to form:

K. Scott McCoy, City Attorney

Maricopa County, a political subdivision Of the State of Arizona

AUG 15 2024

Jack Sellers Date
Chairman, Board of Supervisors

ATTEST:

AUG 15 2024

Juanita Garza Date 080724
Clerk of the Board

Maricopa County Sheriff's Office

Russ Skinner Aug 8, 2024
Russ Skinner (Aug 8, 2024 08:37 PDT)

Russ Skinner Date
Sheriff

Approved as to form:

Davina Bressler Aug 7, 2024
Davina Bressler (Aug 7, 2024 10:43 PDT)

Deputy County Attorney Date

RESOLUTION NO. 70-24

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY RELATED TO UNLAWFUL MEDICAL MARIJUANA TRAFFICKING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER SAID INTERGOVERNMENTAL AGREEMENT.

WHEREAS, Interservice Agency Agreement number ISA CTR040227, between Maricopa County Sheriff's Office ("MCSO") and Arizona Department of Health Services ("ADHS"), provides services related to the Arizona Medical Marijuana Act ("AMMA") under Arizona Revised Statutes ("A.R.S.") Title 36 and Chapter 28.1 of the AMMA regulation of unlawful marijuana trafficking taking place outside of registered nonprofit medical marijuana dispensaries; and

WHEREAS, funding for investigating or providing training on illegal 'dispensary' operations, marijuana grows and cannabis labs within a local jurisdiction that falls outside of the AMMA and under A.R.S. Title 13 is administered by the Maricopa County Sheriff's Office, through the Maricopa County Drug Suppression Task Force ("MCDST"); and

WHEREAS, the Buckeye Police Department is a longtime partner in the MCDST; and

WHEREAS, A.R.S. Section 11-951 *et. seq.* authorizes public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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 Intergovernmental Agreement between Maricopa County by and through the Maricopa County Sheriff's Office and the City of Buckeye, for Unlawful Medical Marijuana Trafficking, effective retroactively to February 1, 2024, through January 30, 2029 (the "IGA") is hereby approved in substantially the form and substance on file with the City Clerk and is incorporated herein by reference.

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

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 5th day of November, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/05/24	**AGENDA ITEM:** 4.Q. CC - Liquor License Application for Haymaker Verrado (Series 12 Restaurant)
DATE PREPARED: 10/31/24	**DISTRICT NO.:** 6
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 the request for a new Series 12 Restaurant Liquor License (Application No. 305335) for Haymaker Verrado, located at 20990 West Sentinel Drive, No. 101, in Buckeye.

SUMMARY

PROJECT DESCRIPTION:
Haymaker Verrado is requesting approval for a Series 012 Restaurant Liquor License Application for their business located near Sentinel Drive. The application and public notice were legally posted and approved by staff. The business is located in the Buckeye Planning area and will pay Buckeye taxes. Title 4 of the Arizona Revised Statutes does not require the consideration of liquor licenses to be held in a public hearing or listed on the Non-Consent Agenda.

BENEFITS:
The City will continue to collect sales tax and revenue from liquor sales.

FUTURE ACTION:
After Council approval, the application will be forwarded by the City Clerk's Office to the Arizona Department of Liquor Licenses and Control for final approval.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
#305335_Redacted.pdf
HaymakerVerrado.pdf

Received in the City Clerk's Office September 25, 2024 at 3:42 p.m. by Lizette Castaneda-Arroyo

State of Arizona
Department of Liquor Licenses and Control

Created 09/24/2024 @ 04:12:55 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	HAYMAKER VERRADO		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	20990 W SENTINEL DRIVE #101 BUCKEYE, AZ 85396 USA		
Mailing Address:	8765 W KELTON LANE BLDG C3 STE 101 PEORIA, AZ 85382 USA		
Phone:	(623)889-1452		
Alt. Phone:			
Email:	JOE@WESTSIDECONCEPTS.US		

AGENT

Name:	JOSEPH PAUL LUCIDI
Gender:	Male
Correspondence Address:	8765 W KELTON LANE BLDG C3 STE 101 PEORIA, AZ 85382 USA
Phone:	(623)889-1452
Alt. Phone:	
Email:	JOE@WESIDECONCEPOTS.US

OWNER

60th Day 11-23-24
105th Day 1-7-25

Name:	BM9 LLC
Contact Name:	JOSEPH PAUL LUCIDI
Type:	LIMITED LIABILITY COMPANY
AZ CC File Number:	23236499 State of Incorporation: AZ
Incorporation Date:	06/15/2021
Correspondence Address:	8765 W KELTON LANE BLDG C3 STE 101 PEORIA, AZ 85382 USA
Phone:	(623)889-1452
Alt. Phone:	
Email:	JOE@WESTSIDECONCEPTS.US

Officers / Stockholders

Name:	Title:	% Interest:
GIO FAMILY TRUST	Mgr-Member	

GIO FAMILY TRUST - Trustee

Name:	JOSEPH PAUL LUCIDI
Gender:	Male
Correspondence Address:	8765 W KELTON LANE BLDG C3 STE 101 PEORIA, AZ 85382 USA
Phone:	(623)889-1452
Alt. Phone:	
Email:	JOE@WESIDECONCEPOTS.US

BM9 LLC - Mgr-Member

Name:	GIO FAMILY TRUST
Contact Name:	JOSEPH PAUL LUCIDI
Type:	TRUST
AZ CC File Number:	State of Incorporation:
Incorporation Date:	
Correspondence Address:	8765 W KELTON LANE BLDG C3 STE 101 PEORIA, AZ 85382 USA
Phone:	(623)889-1452
Alt. Phone:	
Email:	JOE@WESTSIDECONCEPTS.US

APPLICATION INFORMATION

Application Number:	305335
Application Type:	New Application
Created Date:	08/08/2024

QUESTIONS & ANSWERS

012 Restaurant

1) Are you applying for an Interim Permit (INP)?
   No
2) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   ~~MAINSTREET EXPANSION LAND LLC~~
   ~~10989 E TUSAYAN TRL~~ Tenant
   ~~SCOTTSDALE, AZ 85225~~
3) Is there a penalty if lease is not fulfilled?
   Yes
   What is the penalty?
   guarenntee on full lease
4) Is the Business located within the incorporated limits of the city or town of which it is located?
   Yes
5) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   $300,000
6) Are there walk-up or drive-through windows on the premises?
   No
7) Does the establishment have a patio?
   No
8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   Yes
   If yes, what is your estimated completion date?
   October 31, 2024
9) What type of business will this license be used for?
   Family Restaurant

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
DIAGRAM/FLOOR PLAN	HM Verrado Floor Diagram.pdf	08/08/2024
MENU	HM Q3 2024 MENU (3).pdf	08/08/2024
MENU	Q3 2024 HM LBW Menu (2).pdf	08/08/2024
RESTAURANT OPERATION PLAN	Hm Verrado Ownership Flow Chart.pdf	08/08/2024
QUESTIONNAIRE	BM9- HM Verrado - Questionnaire Agent _ SIGNED.pdf	08/08/2024
RECORDS REQUIRED FOR AUDIT	BM9 Records Required for Audit.pdf	08/08/2024
	BM9 Flow Chart.pdf	09/02/2024
	HM Verrado Floor Diagram.pdf	09/02/2024
	BM9 Operation Form - SIGNED.pdf	09/02/2024
	BM9 Questionnaire - SIGNED.pdf	09/02/2024

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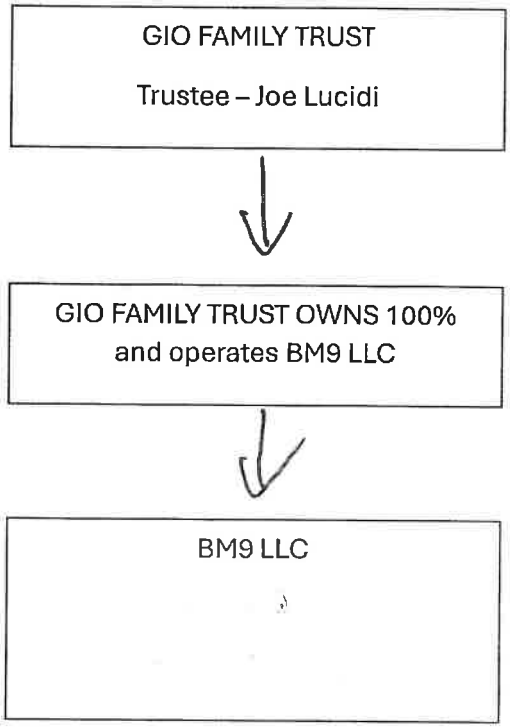
To Whom It may concern,

In reference to BM9 LLC and its liquor license. Joseph Lucidi is the sole trustee for GIO FAMILY TRUST. GIO FAMILY TRUST is listed as the member manager of BM9 LLC. Joseph Lucidi is the operator for the liquor license.

BM9 LLC Operations Plan



Sincerely,

Joseph Lucidi

HAYMAKER – VERRADO | FLOOR PLAN

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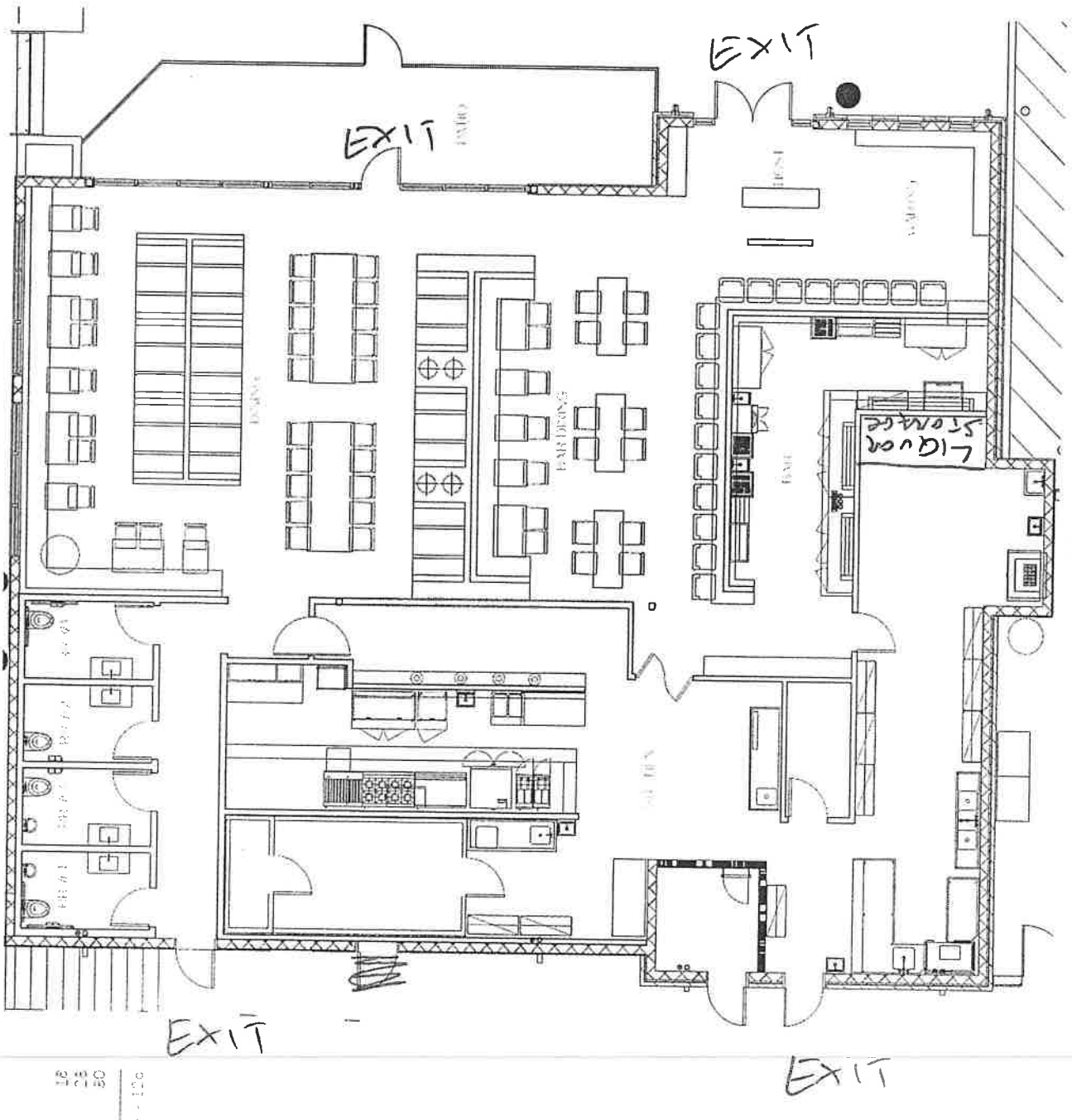
4525 SF



SEATING

Bar	48
Bar Dining	28
Dining	30
TOTAL	106

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RESTAURANT/HOTEL/MOTEL OPERATION PLAN

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

1. Name of restaurant (Please print). Haymaker Verrado

2. Must indicate the equipment below by Make, Model, and Capacity:

LIST ONLY THE FOLLOWING - NO ATTACHMENTS	
Grill	Stratus 48" flat top
Oven	Duke double Oven
Freezer	American Walk In Cooler
Refrigerator	American Walk In Cooler plus Everest Chef Bases
Sink	3 compartment sink, bar dump sinks, & hand washng sinks
Dish Washing Facilities	Ecolab Dish washer at bar and kitchen
Food Preparation Counter (Dimensions)	Stainless Steel Tables (2) 72"
Other	

3. Attach a copy of your FULL menu with pricing **INCLUDING NON-ALCOHOLIC BEVERAGES**

4. What percentage of your public premises is used primarily for restaurant dining?

(**Do not include kitchen, bar, hi-top tables, or game area.**) 60 %

5. Does your restaurant have a bar area that is distinct and separate from the dining area? ☑ YES ☐ No

(**If yes, what percentage of the public floor space does this area cover?**) 40 %

6. List the **seating capacity** for:

a) Restaurant dining area of your premises: [80]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area [+ 46]

TOTAL [= 126]

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7. What type of dinnerware is primarily used in your restaurant? ☑ Reusable ☐ Disposable ☐ Both

8. Does your restaurant contain any **games, televisions**, or **any other entertainment**? ☑ YES ☐ No

If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

(2) TVs

9. Do you have live entertainment or dancing? ☐ YES ☑ No

If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. List number of employees for each position:

Position	How many
Cooks	10
Bartenders	5
Hostesses	6
Managers	3
Servers	35
Other (busser)	6
Other ( )	
Other ( )	

I, (Print Full Name) Joe Lucidi hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: [signature]

HAYMAKER

EST. 2013

WESTSIDE CONCEPTS

Breakfast Served All Day

OPEN DAILY AT 7AM
LAST SEATING SUN-THURS 8PM | FRI-SAT 9PM
HAPPY HOUR - MON THRU FRI 2PM-6PM

CLASSIC EGGS

WITH CHOICE OF POTATO OR FRESH FRUIT AND CHOICE OF TOAST OR BISCUIT

ALL AMERICAN BREAKFAST* 12
TWO EGGS COOKED YOUR WAY, HALF ORDER OF MEAT

COWBOY PLATTER* 14
THREE EGGS COOKED YOUR WAY, FULL ORDER OF MEAT

MORNIN' STARTERS

CREAM CHEESE GLAZED CINNAMON ROLL 7
FRESH BAKED CINNAMON ROLL, TOPPED WITH SUGAR GLAZE & WHIPPED CREAM CHEESE

DONUT HOLES 7
A DOZEN FRESH AND HOT CAKE DONUTS WITH A CINNAMON SUGAR COATING, SERVED WITH WHIPPED CREAM CHEESE & GLAZED DIP

BENEDICTS

ALL BENEDICTS BELOW COME WITH YOUR CHOICE OF POTATO OR FRESH FRUIT

CLASSIC EGGS BENEDICT* 13.5
POACHED EGGS, THICK CUT HAM, ENGLISH MUFFIN, HOLLANDAISE

HUEVOS BENEDICTO* 13.5
POACHED EGGS, CHORIZO, ENGLISH MUFFIN, CHIPOTLE CREAM

FLORENTINE BENEDICT* 13.5
POACHED EGGS, SAUTEED SPINACH, TOMATO, AVOCADO, ENGLISH MUFFIN, HOLLANDAISE

The Haymaker Benedict 18
NO SUBSTITUTIONS PLEASE.
IT'S PERFECT THE WAY IT IS_
SMASHED POTATOES, HAND-BATTERED FRIED CHICKEN, SAUTEED SPINACH, HICKORY-SMOKED BACON, GRILLED TOMATO, CHEDDAR, SCRAMBLED EGGS, CHIPOTLE CREAM

OMELETTES

WITH CHOICE OF POTATO OR FRESH FRUIT AND CHOICE OF TOAST OR BISCUIT

CALIFORNIA 14.5
HICKORY SMOKED BACON, SLICED AVOCADO, ONION, TOMATO, CHEDDAR

ARIZONA 13.5
GREEN CHILIES, ONION, PEPPER JACK, SALSA

VEGGIE 14.5
EGG WHITES, SPINACH, BELL PEPPER, MUSHROOM, TOPPED WITH DICED TOMATO & FETA

WESTERN 14
HAM, BELL PEPPERS, ONION, CHEDDAR

MEAT & CHEESE
CHEDDAR AND YOUR CHOICE OF BACON, SAUSAGE, CHORIZO, HAM OR TURKEY SAUSAGE
ONE MEAT 14 ADDITIONAL MEATS +2.5 EACH

GRIDDLE FIXIN'S

BUTTERMILK PANCAKES 8
TWO BUTTERMILK CAKES SERVED WITH WHIPPED BUTTER AND WARM MAPLE SYRUP

STRAWBERRY CHEESECAKE PANCAKES 12
THREE BUTTERMILK CAKES GLAZED, AND SERVED WITH WHIPPED CREAM CHEESE AND STRAWBERRY COMPOTE

Griddle Add Ons
BANANAS +1.5 | BLUEBERRIES +1.5
CHOCOLATE CHIPS +1 | STRAWBERRIES +1.5
PECANS +3.5 | WHIPPED CREAM +1

FRENCH TOAST 10
TEXAS TOAST, DIPPED IN VANILLA HOUSE BATTER, SERVED WITH WHIPPED BUTTER AND WARM MAPLE SYRUP

FRUITY PEBBLES FRENCH TOAST 13.5
GLAZED AND DUSTED WITH FRUITY PEBBLES DUST

BELGIAN WAFFLE 7.5
LIGHT & AIRY, SERVED WITH WHIPPED BUTTER AND WARM MAPLE SYRUP
ADD STRAWBERRIES & WHIPPED CREAM +2.5

CHICKEN & WAFFLE 15.5
BELGIAN WAFFLE & HAND-BREADED CHICKEN TENDERS, SERVED WITH WHIPPED HONEY BUTTER AND WARM MAPLE SYRUP

STUFFED FRENCH TOAST 14
OUR CLASSIC FRENCH TOAST STUFFED WITH ORANGE MARMALADE AND CREAM CHEESE TOPPED WITH STRAWBERRIES, BLUEBERRIES & POWDERED SUGAR

MAKE IT A GRIDDLE
ADD TWO EGGS & A HALF ORDER OF MEAT TO ANY ITEM +5

OL' FAVORITES

COUNTRY FRIED STEAK & EGGS* 16
SERVED ON TOP OF HOMEMADE BISCUIT, SMOTHERED IN SAUSAGE GRAVY. 2 EGGS, CHOICE OF POTATO

BISCUIT, GRAVY & EGGS* 11
TWO EGGS COOKED YOUR WAY, SAUSAGE GRAVY, CHOICE OF POTATO

BREAKFAST BURRITO 9
SCRAMBLED EGGS, COUNTRY FRIED POTATOES, ONIONS, CHEDDAR, CHIPS & SALSA
ADD CHORIZO, BACON, SAUSAGE, OR TURKEY SAUSAGE +2.5 EACH
ADD SMOKED BRISKET +6

CROISSANT BREAKFAST SANDWICH* 13
WARM CROISSANT, TWO EGGS COOKED YOUR WAY, CHOICE OF MEAT, AMERICAN, MAYO, TOAMTO, SPINACH, CHOICE OF POTATO

BEEF BRISKET SKILLET* 17
COUNTRY POTATO, BEEF BRISKET, HOLLANDAISE, BBQ SAUCE, 2 EGGS COOKED YOUR WAY, ONIONS, PEPPERS, HAYSTACK ONIONS

AVOCADO TOAST* 13
WHEATBERRY TOAST, AVOCADO SPREAD, TWO EGGS, HERITAGE LETTUCE, CHERRY TOMATO, RED ONION, FETA CHEESE, BALSALMIC REDUCTION, CRUSHED RED PEPPER

HUEVOS RANCHEROS* 15
CORN TOSTADA, REFRIED BEANS, COUNTRY POTATOES, CHEDDAR, TWO EGGS SALSA, CHORIZO, AVOCADO, CREMA

HAYMAKER MUFFIN SANDWICH* 11
X LARGE TOASTED ENGLISH MUFFIN, ONE EGG COOKED YOUR WAY, CHOICE OF MEAT, AMERICAN, MAYO, CHOICE OF POTATO

BEVERAGES

FRESH LOCAL ORANGE JUICE 4
2% MILK 5
OAT MILK 6
CHOCOLATE MILK 6
APPLE JUICE 4
TOMATO JUICE 4
HOT COCOA W/ WHIPPED CREAM 3.5
COLD BREW 4
HOT TEAS 3.5
ENGLISH BREAKFAST | EARL GREY | GREEN

COLD ESPRESSO

LATTE 4
VANILLA LATTE 5
MOCHA 6
CARAMEL MACHIATO 6

REFILLABLE BEVERAGES

LOCALLY ROASTED DRIP COFFEE 3.5
REGULAR OR DECAF
ICED TEA 3.5
FALVORED ICED TEA 4
PASSION FRUIT | BLACKBERRY | SWEET
COKE PRODUCTS 3.5
COKE | DIET COKE | COKE ZERO | SPRITE | DR. PEPPER | BARQ'S RB
LEMONADE 3.5
PINK | TRADITIONAL | STRAWBERRY
ARNOLD PALMER 3.5

BREAKFAST SIDES

FRESH FRUIT 4
COTTAGE CHEESE 3
HASH BROWNS 4
FRIED COUNTRY POTATOES 4
SAUSAGE GRAVY 3
ENGLISH MUFFIN 2.5
HOME MADE BISCUIT 2.5
2 SLICES OF TOAST 2.5
GLUTEN FREE TOAST 3.5
1 BUTTERMILK PANCAKE 4
BACON, HAM, CHORIZO, SAUSAGE OR TURKEY SAUSAGE 4.5

KIDS

FOR KIDS 10 AND UNDER MEALS ARE SERVED WITH CHOICE OF MILK, JUICE OR SODA
ADD BACON OR SAUSAGE TO KIDS ITEM +1.5

BUTTERMILK PANCAKES 6
BLUEBERRY PANCAKES 6
CHOCOLATE CHIP PANCAKES 6
STRAWBERRY CHEESECAKE PANCAKES 8
FRIED FRENCH TOAST STICKS 6
FRUITY PEPPLES FRENCH TOAST 8
BACON, EGG & FRUIT 6
GRILLED CHEESE & FRIES 7
CHEESEBURGER & FRIES 7
CHICKEN TENDERS & FRIES 6
WHITE MAC N CHEESE 6

KIDS EAT FREE AFTER 4PM
WED & SAT NIGHTS

Locally Owned & Operated Since 2013

*CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH, OR EGGS MAY INCREASE YOUR RISK OF FOODBORN ILLNESS

655

HAYMAKER AZ
BREAKFAST · BURGERS · BBQ · BOURBON

HAPPY HOUR

MON THRU FRI 2PM-6PM

MOSCOW MULE 7.5
MOJITO 7.5
LEMON DROP 8
HAYMAKER MARGARITA 8
LONG ISLAND 7
$1 OFF WINE & SANGRIA
$1 OFF DRAFT BEERS
FRIED PICKLES 6.5
FRIED ZUCCHINI 6.5
CHEESE CURDS 7
BONELESS WINGS 7



BOURBON LIST

SCAN FOR FULL LIST

COCKTAIL MENU

MARGS

HAYMAKER MARGARITA
3 AMIGOS BLANCO | FRESH SOUR | ORANGE | AGAVE 10

CODIGO CADILLAC
GEORGE SRAITS CODIGO BLANCO | COINTREAU | AGAVE
FRESH SOUR | AGAVE 14

HOUSE FAVORITES

GEORGIA PEACH
BIRD DOG PEACH | AGAVE | PINK LEMONADE | SPRITE 12

I'M YOUR HUCKLEBERRY
VODKA | HUCKLEBERRY PUREE | GINGER BEER | MINT | LIME 10

WESTERN SON MOJITO
CHOOSE FLAVOR - BLUEBERRY | CUCUMBER | LEMON | LIME | PEACH
PRICKLY PEAR | RASPBERRY | STRAWBERRY | WATERMELON 10

CITRUS GROVE
DEEP EDDY RUBY RED | LEMON | ELDERFLOWER | ROSEMARY
SPARKLING WATER 11

ORANGE BLISS
TANQUERAY | BLOOD ORANGE | LIME 11

CAPTAIN'S QUARTERS
CAPTAIN MORGAN SPICED RUM | PINEAPPLE
LIME | GINGER BEER 11

HAYMAKER HONEY
MAKERS MARK 46 | HONEY | LEMON 13

Private Barrel OLD FASHIONEDS

BUFFY'S POISON
WESTSIDE CONCEPTS PRIVATE LABEL SINGLE BARREL BUFFALO TRACE
OLD FASHIONED BITTERS | ORANGE 13

Blanton's OLD FASHIONED
WESTSIDE CONCEPTS PRIVATE LABEL SINGLE BARREL BLANTONS
AROMATIC BITTERS | LUXARDO CHERRY 19

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HAYMAKER AZ
BREAKFAST · BURGERS · BBQ · BOURBON

BRUNCH COCKTAILS

HAYMAKER MIMOSA
PROSECCO | ORANGE JUICE 10

MIMOSA FLIGHT
CHOOSE 4 - RASPBERRY | PRICKLY PEAR | WHITE PEACH | POMEGRANATE | STRAWBERRY
MANGO | HUCKLEBERRY | PASSION FRUIT | PINEAPPLE | WATERMELON
CRANBERRY | ORANGE 17

BACON BLOODY MARY
VODKA | HOUSE MIX | BACON | HORSERADISH 10.5

KURVBALL BLOODY MARY
KURVBALL BBQ WHISKEY | HOUSE MIX | SALT & PEPPER RIM | LIME 10

MICHELADA
CHOICE OF BEER | SPICY BLOODY MARY MIX | TAJIN RIM | LIME 7

Draft Beers

COORS LIGHT | 5.5
DOS XX LAGER | 6
FIRESTONE 805 | 6
HM AMBER ALE | 6.5
HM HAZY IPA | 6.5
KILT LIFTER | 6
MICH ULTRA | 5.5
MILLER LITE | 5.5
WOW WHEAT | 6

ASK ABOUT OUR ROTATING HANDLES!

Bottles & Cans

ANGRY ORCHARD | 6
BUD LIGHT | 5
CORONA | 5.5
GUINNESS | 6
HEINEKEN 0.0 | 6
MILLER LITE | 5
TWISTED TEA | 6
WHITE CLAW | 6
HIGH NOON | 7

Wine & Sangria

CABERNET SAUVIGNON 8 | 25
CHARDONNAY 8 | 25
PINOT GRIGIO 8 | 25
BUBBLES 9
RED SANGRIA 9
WHITE SANGRIA 9

W/C

STARTERS

FRIED PICKLES BEER BATTERED PICKLE SPEARS WITH 1000 ISLAND | 10

FRIED ZUCCHINI BEER BATTERED FRESH ZUCCHINI WITH RANCH | 10

ONION RINGS THICK CUT AND SERVED WITH BOURBON BBQ RANCH | 8

FRIED CAULIFLOWER BEER BATTERED CAULIFLOWER FLORETS | NASHVILLE HOT

GRILLED N STUFFED JALAPENOS PORK SAUSAGE, CREAM CHEESE, BACON, CHIPOTLE RASPBERRY JAM 12

BONELESS WINGS HAND BATTERED CHICKEN HALF DZN 8 | DZN 12

BONE-IN WINGS HALF DZN | 12 DZN | 22 HAVE YOUR WINGS GRILLED! + 1

WING SAUCES BUFFALO | HOT | BBQ | RYTHYM | NASHVILLE
WING DRY RUBS SRIRACHA | SW ANCHO | LEMON PEPPER

CHEESE CURDS BEER BATTERED CHEESE CURDS | BBQ RANCH

CORNBREAD BASKET HOMEMADE CORNBREAD SERVED WITH HONEY BUTTER | 7

HAYMAKER SAMPLER
FRIED PICKLES | CHEESE CURDS | ONION RINGS | FRIED ZUCCHINI | BONELESS CHICKEN WINGS | BBQ RANCH 21

HANDHELDS

SERVED WITH YOUR CHOICE OF SIDE OF FRIES, BROCCOLI, OR SLAW
SUB FOR +1 - SWEET FRIES, COWBOY BEANS, FRINGS
SUB FOR +2 - ONION RINGS, MAC N CHEESE OR SIDE SALAD

FAMOUS PULLED PORK SANDWICH
HAND-PULLED PORK, TOPPED WITH JOEY'S BOURBON BBQ SAUCE, AND HAYSTACK ONIONS, TOASTED BRIOCHE 13.5

T.A.B
SMOKED TURKEY, AVOCADO, HICKORY SMOKED BACON, LETTUCE, TOMATO, MAYO, TAOSTED WHEAT BREAD | 15

GROWN UP GRILLED CHEESE
CHEDDAR, WHITE AMERICAN, HICKORY SMOKED BACON, GRILLED TOMATO, GRILLED WHEAT BREAD | 12.5

FRENCH DIP
SLOW COOKED ROAST BEEF, SAUTEED MUSHROOMS, CARMELIZED ONIONS, SWISS, FRESH ROLL WITH AU JUS
SERVED WITH CREAMY HORSERADISH ON THE SIDE | 16

CHOPPED BRISKET SANDWICH
SLOW-COOKED ALL NATURAL SMOKED BRISKET, SLICED YELLOW ONION, PICKLES. SERVED ON A BRIOCHE BUN WITH JOEY'S BOURBON BBQ SAUCE | 15.5

B.L.A.T.
HICKORY SMOKED BACON, SMASHED AVOCADO, LETTUCE, DEEP-FRIED TOMATO, MAYO, GRILLED TEXAS TOAST | 12.5

MONTEREY CHICKEN SANDWICH
GRILLED CHICKEN BREAST, HICKORY SMOKED BACON, PEPPER JACK CHEESE, SMASHED AVOCADO, LETTUCE, TOMATO, CHIPOTLE AIOLI, BRIOCHE BUN | 15.5 BLACKENED UPON REQUEST +1

CRISPY CHICKEN SANDWICH
HAND BATTERED FRIED CHICKEN , LETTUCE, TOMATO, PICKLED, MAYO, BRIOCHE BUN | 14.5
TOSS IN BUFFALO | NASVILLE HOT +1 ADD CHEESE +1 ADD BACON +2

TURKEY MELT SANDWICH
SLICED TURKEY, DICED GREEN CHILES, PEPERJACK CHEESE, JALAPENOS, SMOKED BACON, CHIPOTLE AIOLI , SOURDOUGH BREAD | 16.5

WEEKDAY LUNCH SPECIAL

11AM - 2PM WEEKDAYS
$2 OFF ALL BURGERS AND HANDHELDS
SPECIALS NOT VALID WITH OTHER OFFERS OR COUPONS

BBQ

WE SMOKE EVERYTHING IN HOUSE EVERY NIGHT. SO WE HAVE IT UNTIL WE DON'T!

JOEY'S RIBS
HALF RACK OF SLOW-COOKED ST. LOUIS STYLE PORK RIBS, BROILED AND BRUSHED WITH JOEY'S BOURBON BBQ SAUCE, COWBOY BEANS, & MAC N CHEESE 17

PIGGY PLATTER
SERVED WITH COWBOY BEANS AND MAC N CHEESE | 14
MEAT CHOICES / PICK 1 - PULLED PORK | BBQ CHICKEN BREAST | BRISKET +6 | HALF RACK RIBS +6

BOSS HOG PLATTER
SERVED WITH COWBOY BEANS AND MAC N CHEESE | 19
MEAT CHOICES / PICK 2 - PULLED PORK | BBQ CHICKEN BREAST | BRISKET +6 EA | HALF RACK RIBS +6 EA

SALADS

+ 5 TO ADD CHICKEN | +8 TO ADD SALMON TO ANY SALAD

AVAILABLE DRESSINGS
RANCH, BLUE CHEESE, APPLE CIDER VINAIGRETTE, 1000 ISLAND, BALSAMIC VINAIGRETTE, BALSAMIC BLUE CHEESE, BBQ RANCH, HONEY MUSTARD, CAESAR

SIDE SALAD HAYMAKER OR CAESAR | 5

HAYMAKER MIXED GREENS, TOMATOES, RED ONION, CROUTONS, FETA, CHOICE OF DRESSING | 9

GRILLED CHICKEN CAESAR ROMAINE, PARMESAN, CROUTONS, CREAMY CAESAR DRESSING | 14

WEDGE ICEBERG WEDGE, BLUE CHEESE CRUMBLES, CHOPPED BACON, CHERRY TOMATOES, HAYSTACK ONIONS, BALSAMIC BLUE CHEESE DRESSING | 11

CALI CHICKEN MIXED GREENS, CANDIED WALNUTS, DRIED CRANBERRIES, RED ONION, FETA, GRANNY SMITH APPLE SLICES, APPLE CIDER VINAIGRETTE | 14.5

BBQ CHICKEN MIXED GREENS, BLACK BEANS, ROASTED CORN, TOMATOES, AVOCADO, HAYSTACK ONIONS, BBQ SAUCE, RANCH DRESSING | 14.5

BURGERS

ALL BURGERS ARE CERTIFIED ANGUS AND COOKED MEDIUM WELL, WITH JUST A TOUCH OF PINK IN THE CENTER
SERVED WITH YOUR CHOICE OF SIDE OF FRIES, BROCCOLI, OR SLAW | SUB FOR +1 - SWEET FRIES, COWBOY BEANS, FRINGS
SUB FOR +2 - ONION RINGS, MAC N CHEESE OR SIDE SALAD

WRANGLER*
AMERICAN CHEESE, LETTUCE, TOMATO | 15.5 ADD HICKORY SMOKED BACON +2.5

KINDA FAMOUS TEXAN*
HICKORY SMOKED BACON, JOEY'S BOURBON BBQ SAUCE, CHEDDAR, CRISPY HAYSTACK ONIONS | 16.5

CLASSIC PATTI MELT*
AMERICAN CHEESE, CARAMELIZED ONIONS, GRILLED SOURDOUGH | 15

ARIZONA*
GREEN CHILES, PEPPER JACK CHEESE, CARAMELIZED ONIONS | 16

DIABLO*
SAUTEED ONIONS, HABANERO, FRIED JALAPENOS, LETTUCE , TOMATO, ONION, PEPPERJACK CHEESE, CHIPOTLE AIOLI | 18

BYOB - BUILD YOUR OWN BURGER*
15.5

STEP 1 PICK YOUR PATTY CERTIFIED ANGUS BEEF PATTY. DOUBLE YOUR BEEF PATTY +5, SUB BEYOND BURGER PATTY +4 (VEGAN), SUB GRILLED CHICKEN, SUB FRIED CHICKEN

STEP 2 CHOOSE YOUR BUN BRIOCHE BUN, PRETZEL BUN +1, GLUTEN FREE BUN +1

STEP 3 CHOOSE ONE CHEESE SWISS, CHEDDAR, WHITE AMERICAN, PEPPERJACK, FETA, AMERICAN, (ADDITIONAL +1 EA)

STEP 4 PICK YOUR FAVORITE TOPPINGS LETTUCE, TOMATO, RED ONION, PICKLE

STEP 5 ADD INGREDIENTS (+1 EACH) SAUTÉED MUSHROOMS, GREEN CHILE, CARAMELIZED ONIONS, O'BRIEN MIX ONIONS & BELL PEPPERS, HABANEROS, FRIED JALAPENOS, CRISPY HAYSTACK ONIONS

STEP 6 ADD MORE INGREDIENTS (+2.5 EACH) HICKORY SMOKED BACON, SMASHED AVOCADO, FRIED EGG*, GRILLED HAM, CHORIZO, MAC N CHEESE, PULLED PORK +4, BEEF BRISKET +6

STEP 7 SELECT A SAUCE CHIPOTLE AIOLI, BC DRESSING, THOUSAND ISLAND, RANCH, BBQ RANCH, CHIPOTLE RANCH, BOURBON BBQ SAUCE, BUFFALO SAUCE (ADDITIONAL SAUCES +.5 EA)

BURGER NIGHT SPECIAL

4PM - CLOSE EVERY THURSDAY
$2 OFF ALL BURGERS AND HANDHELDS
SPECIALS NOT VALID WITH OTHER OFFERS OR COUPONS

COMFORT FOOD

CHICKEN TENDER BASKET
HAND-BATTERED CHICKEN TENDERS, FRIES, HONEY MUSTARD | 13

MAMA'S MEATLOAF
HOUSE MADE, BLEND OF BEEF AND PORK MEATLOAF, SMASHED POTATOES, BROCCOLI | 16

FISH & CHIPS
BEER BATTERED COD, FRIES, TARTAR SAUCE (2 PIECES) 12 / (3 PIECES) 16

COUNTRY FRIED STEAK
BREADED FRIED STEAK, SMASHED POTATOES, SAUSAGE GRAVY, BROCCOLI | 16

SIDE OPTIONS

FRENCH FRIES 6 ONION RINGS 8 FRINGS 8 SWEET FRIES 7
SWEET FRINGS 8 COWBOY BEANS 6 MAC N CHEESE 8
BROCCOLI 5 SMASHED POTATOES 6 RICE PILAF 6

LIGHTER SIDE

HONEY GLAZED SALMON
GRILLED ATLANTIC SALMON, HONEY GLAZED, ZUCCHINI CHERRY TOMATOES, FETA, RICE PILAF | 16

GRILLED CHICKEN
GRILLED CHICKEN BREAST, BROCCOLI | 14

CHICKEN KABOB
CHICKEN BREAST, ZUCCHINI, BELL PEPPERS, RED ONION, CHERRY TOMATO, BALSALMIC GLAZE, RICE PILAF | 14.5

WANT TO BOOK ONE OF OUR PRIVATE ROOMS OR HAVE US CATER YOUR NEXT EVENT?
PLEASE CHECK OUT OUR WEBSITE AND CONTACT THE LOCATION YOU WISH TO ORDER FROM! HAYMAKERAZ.COM

'24 8 16 Liqr. Dept AM 7:26

RECORDS REQUIRED FOR AUDIT

RESTAURANT/HOTEL/MOTEL

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine Compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. Name of restaurant (Please print): Haymaker Verrado
2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
3. A list of ***all*** food and liquor vendors
4. The restaurant menu used during the audit period
5. A price list for alcoholic beverages during the audit period
6. Mark-up figures on food and alcoholic products during the audit period
7. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
8. Monthly Inventory Figures - beginning and ending figures for food and liquor
9. Chart of accounts (copy)
10. Financial Statements-Income Statements-Balance Sheets

11. **General Ledger**

A. Sales Journals/Monthly Sales Schedules

1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
3) Dated Guest Checks
4) Coupons/Specials/Discounts
5) Any other evidence to support income from food and liquor sales

B. Cash Receipts/Disbursement Journals

1) Daily Bank Deposit Slips
2) Bank Statements and canceled checks

12. **Tax Records**

A. Transaction Privilege Sales, Use and Severance Tax Return (copies)

B. Income Tax Return - city, state and federal (copies)

C. Any supporting books, records, schedules or documents used in preparation of tax returns

'24 8 16 Liqr. Dept AM 7:26

. **Payroll Records**

A. Copies of all reports required by the State and Federal Government

B. Employee Log (A.R.S. §4-119)

C. Employee time cards (actual document used to sign in and out each work day)

D. Payroll records for all employees showing hours worked each week and hourly wages

I. **Off-site Catering Records** (must be complete and separate from restaurant records)

A. All documents which support the income derived from the sale of food off the license premises.

B. All documents which support purchases made for food to be sold off the licensed premises.

C. All coupons/specials/discounts

ıe sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's ccounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially ocumented.

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

.R.S. §4-210(A)7

ıe licensee fails to keep for two years and make available to the department upon reasonable request all invoices, cords, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in ıe case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to ıe purchase, sale and delivery of food.

.R.S. §4-205.02(G)

or the purpose of this section:

"Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any under any other license that has been issued for the premises pursuant to this article.

I, (Print Full Name) Joe Lucidi **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Applicant Signature: Joe Lucidi

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE

'24 9 24 Liqn. Dept PM 3:22

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY

Fee:	
Job #:	305335
Date Accepted:	8-8-2024
CSR:	Clay

FD Current 5-3-2024

Personal Information Questionnaire

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A $22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☑ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: Lucidi, Joseph, Paul
   (Last / First / Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: AZ
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 05 / 01 / 2006
6. Email address: joe@westsideconcepts.us
7. Home Address: [redacted]
8. Daytime phone #: [redacted] Alternative phone #:

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number:
2. Business Name (doing business as): ~~BM9 LLC dba~~ Haymaker Verrado
3. Business Address: 20990 W. Sentinel Dr. #101 Buckeye AZ 85396

'24 9 24 Liqr. Dept Fil 3:22

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☑Controlling Person ☐Manager

Name of persons who will be handling the day to day operations: Joe Lucidi

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☑ No ☐

2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑

3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑

4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets)
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.* Yes ☐ No ☑

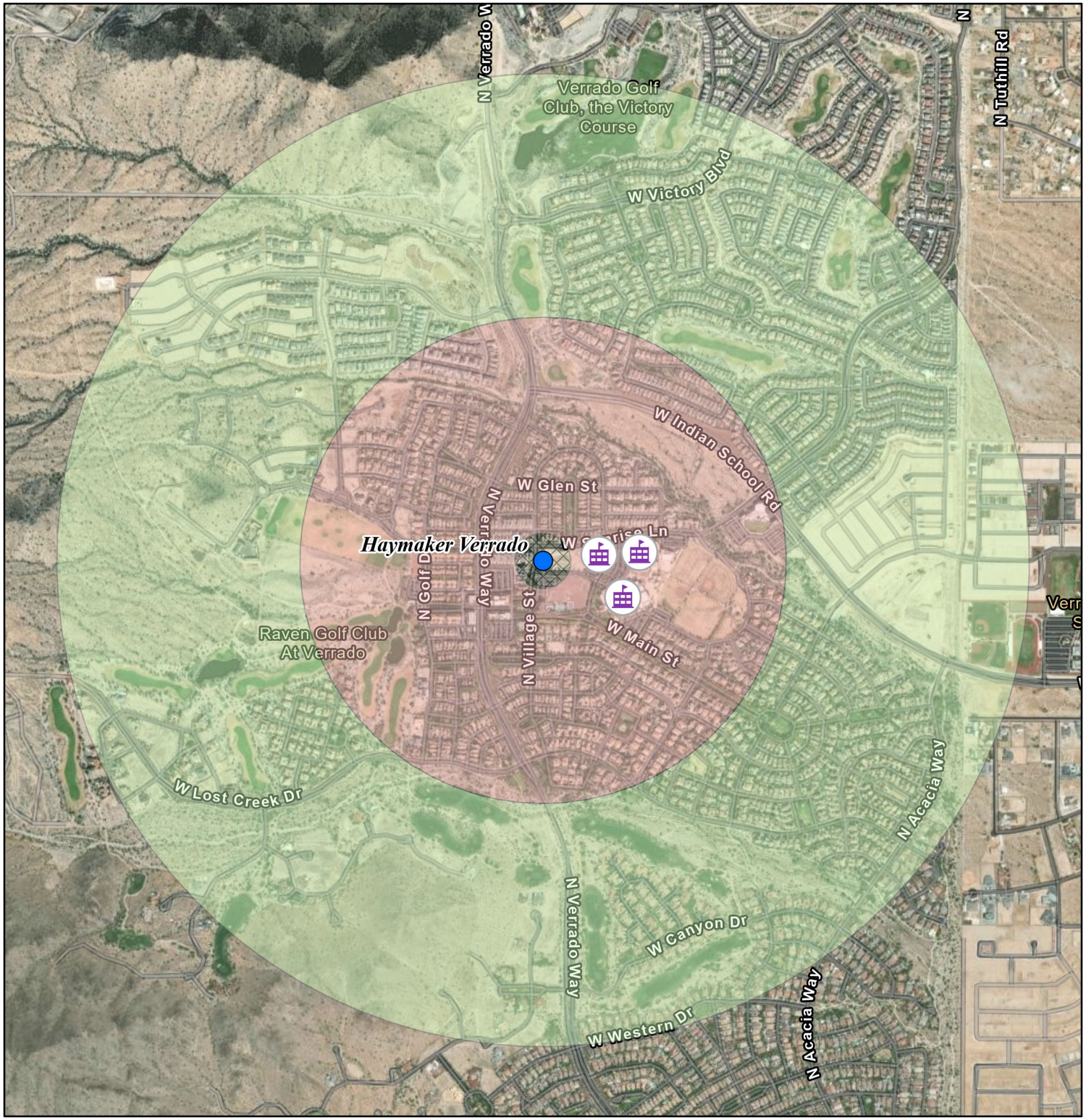
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) Joe Lucidi hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

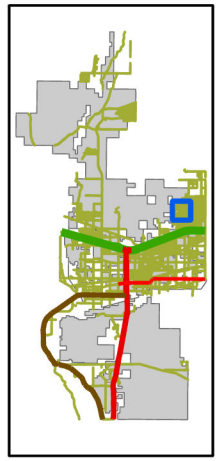
Signature: _____ Date: 9/1/2024

City of Buckeye Business Licensing

Series: 012 Restaurant
Name: Haymaker Verrado
Address: 20990 W. Sentinel Drive #100,
Buckeye, AZ 85396
AZ License App # 305335



- Haymaker Verrado
- Schools
- Fire Stations
- Police Stations
- 300 ft. Radius
- 1/2 Mile
- 1 Mile



0.2 0.1 0 0.2 Miles

BUCKEYE, AZ

The data depicted hereon are for reference purposes only. The City of Buckeye does not warrant the accuracy or integrity of the information for any particular use.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/05/24	**AGENDA ITEM:** 4.R. CC - Approval of Minutes
DATE PREPARED: 10/31/24	**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 October 1, 2024 Regular Council Meeting Minutes.

SUMMARY

PROJECT DESCRIPTION:
Council to take action on the October 1, 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:
10.01.2024 Regular Council Meeting Minutes.pdf

BUCKEYE, AZ

CITY OF BUCKEYE
REGULAR COUNCIL MEETING
OCTOBER 1, 2024
MINUTES

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
Mayor Orsborn called the meeting to order at 6:00 p.m.; Buckeye Fire Department Chaplain Mary Park led the invocation; Councilmember Hess led the Pledge of Allegiance.

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

Members Absent: None.

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 to the Mayor Christine Grundy, Chief Financial Officer William Kauppi, Water Resources Director Terry Lowe, Information Technology Director Greg Platacz, Development Services Director Brian Craig, Economic Development Deputy Director Harry Paxton, Human Resources Director Cindy Camarata, Fire Chief Jake Rhoades, Police Chief Robert Sanders, Director of Communications and Intergovernmental Affairs Annie DeChance, Senior Traffic Engineer John Willett, and Deputy Director of Public Works Amy Murray.

2. Comments from the Public – None.

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 Vice Mayor Goodman to approve Items *4.A, *4.B, *4.C, *4.D, *4.E, *4.F, *4.G., *4.H, *4.I, *4.J, and *4.K. Motion passed unanimously.

***4.A Council to take action on approving Contract No. 2025069 Water, Wastewater, and Hazardous Waste Laboratory Services Cooperative Contract Purchase Addendum (CCPA) between the City of Buckeye and Legend Technical Services of Arizona, Inc.; and authorizing the City Manager to execute said contract.**

Staff Liaison: Terry Lowe, Water Resources Director

Council approved Contract No. 2025069 Water, Wastewater, and Hazardous Waste Laboratory Services Cooperative Contract Purchase Addendum (CCPA) between the City of Buckeye and Legend Technical Services of Arizona, Inc.; and authorizing the City Manager to execute said contract.

*4.B **Council to take action on the North Airport Road Water Campus Expansion/Exchange Agreement between the City of Buckeye and RDP Land, LLC., and authorize the Mayor to execute said agreement.**
Staff Liaison: Terry Lowe, Water Resources Director

Council approved the North Airport Road Water Campus Expansion/Exchange Agreement between the City of Buckeye and RDP Land, LLC., and authorize the Mayor to execute said agreement.

*4.C **Council to take action on Ordinance No. 21-24 amending the Buckeye City Code by amending Chapter 2, Vice Mayor, Article 2-2 (A), to amend the date to elect a Vice Mayor, providing for repeal of conflicting Ordinances, and providing for severability.**
Staff Liaison: Lucinda Aja, City Clerk,

Council adopted Council to take action on Ordinance No. 21-24 amending the Buckeye City Code by amending Chapter 2, Vice Mayor, Article 2-2 (A), to amend the date to elect a Vice Mayor, providing for repeal of conflicting Ordinances, and providing for severability.

*4.D **Council to take action approving the Professional Services Agreement (Contract No. 2025149) between the City of Buckeye, an Arizona municipal corporation, and Layer8, LLC, a Nevada limited liability company, for network management services, field operations support, Cisco advanced support, and project management/program management; and authorizing the City Manager to execute and deliver said agreement on behalf of the City.**
Staff Liaison: Greg Platacz, Information Technology Director

Council approved the Professional Services Agreement (Contract No. 2025149) between the City of Buckeye, an Arizona municipal corporation, and Layer8, LLC, a Nevada limited liability company, for network management services, field operations support, Cisco advanced support, and project management/program management; and authorizing the City Manager to execute and deliver said agreement on behalf of the City.

*4.E **Council to take action on the Public Improvements In-Lieu Payment Agreement between the City of Buckeye, an Arizona municipal corporation, and Buckeye 77 Owner, L.L.C., and authorize the City Manager to execute and deliver said agreement on behalf of the City.**
Staff Liaison: Ron Moll, City Engineer

Council approved the Public Improvements In-Lieu Payment Agreement between the City of Buckeye, an Arizona municipal corporation, and Buckeye 77 Owner, L.L.C., and authorize the City Manager to execute and deliver said agreement on behalf of the City.

*4.F **Council to take action on a final plat of Verrado Victory District Phase 10A, generally located east of Verrado Way north of Victory Golf Hole 8 and north of Victory Phases 7 and 8 within the Verrado Victory District.**
Staff Liaison: Sean Banda, Senior Planner

Council approved a final plat of Verrado Victory District Phase 10A, generally located east of Verrado Way north of Victory Golf Hole 8 and north of Victory Phases 7 and 8 within the Verrado Victory District.

***4.G Council to take action on a Map of Dedication (MOD) for a section of 212th Lane north of Highlands Park Drive, within the Verrado Highlands District.**
Staff Liaison: Sean Banda, Senior Planner

Council approved a Map of Dedication (MOD) for a section of 212th Lane north of Highlands Park Drive, within the Verrado Highlands District.

***4.H Council to take action on a Replat for three single-family lots located north of Highlands Park Drive and on 212th Lane, within the Verrado Highlands District.**
Staff Liaison: Sean Banda, Senior Planner

Council approved a Replat for three single-family lots located north of Highlands Park Drive and on 212th Lane, within the Verrado Highlands District.

***4.I Council to take action on the approval of the submission of a $599,440 Community Forest Corps grant application through the US Department of Agriculture: Forest Service Urban and Community Forestry's Inflation Reduction Act Program.**
Staff Liaison: Rob Roach, Grant Program Administrator

Council approved the submission of a $599,440 Community Forest Corps grant application through the US Department of Agriculture: Forest Service Urban and Community Forestry's Inflation Reduction Act Program.

***4.J Council to take action on the acceptance of a $4,645 grant award from the Arizona State Library, Archives & Public Records - State Grants-in-Aid Program for the purchase of new library furniture; and authorizing the Mayor, City Manager and the Chief Financial Officer to carry out the terms of said grant.**
Staff Liaison: Rob Roach, Grant Program Manager

Council approved the acceptance of a $4,645 grant award from the Arizona State Library, Archives & Public Records - State Grants-in-Aid Program for the purchase of new library furniture; and authorizing the Mayor, City Manager and the Chief Financial Officer to carry out the terms of said grant.

***4.K Council to approve the submission of a $766,365 FY 2025 PM-10 Certified Street Sweeper Grant Application through the Maricopa Association of Governments (MAG) to purchase two new PM-10 Certified Street Sweepers.**
Staff Liaison: Rob Roach, Grant Program Manager

Council approved the submission of a $766,365 FY 2025 PM-10 Certified Street Sweeper Grant Application through the Maricopa Association of Governments (MAG) to purchase two new PM-10 Certified Street Sweepers.

5. Public Hearings / Non-Consent - New Business

5.A Council to hold a public hearing and take action on Ordinance No. 22-24 amending the Zoning Map of the City of Buckeye on approximately 143.9 acres located at the northeast corner of State Route 85 and Southern Avenue, from Planned Residential (PR) to Planned Area Development (PAD).
Staff Liaison: Sean Banda, Senior Planner

Planning Manager Ken Galica provided an overview of Ordinance No. 22-24; vicinity maps were displayed. The applicant is requesting approval of a rezone changing the land use designation of approximately 143.9 acres located on the northeast corner of State Route 85 and Southern Avenue from Planned Residential (PR) to Planned Area Development (PAD) to facilitate light industrial development on the property. Councilmember Hess requested clarification regarding signage. Mr. Galica provided additional details regarding signage; the size limits of signage are dependent on location and building size. Councilmember Heustis requested further information regarding retail signage. Mr. Galica stated the PAD establishes signage allowances for the entire property. Mayor Orsborn requested further clarification regarding the proposed rezone. Mr. Galica provided further clarification regarding land use designations; the area this property is located on is anticipated to be one of the City's primary economic engines for light industrial development. A specific site plan has not been submitted or approved. George Quinif of Peak Group, on behalf of applicant AL-BO Limited Partnership and Cardinal Capital Company, LLC, confirmed the property owners are farmers, and the property is an investment property; confirmed the property is not owned by the City. The goal of the property owner is to attract a large manufacturer. Councilmember HagEstad requested further information regarding signage. Mr. Galic clarified there is an allowance for one sign per parcel and the taller signs would be used for multi-tenant buildings; the City's Code allows for Comprehensive Sign Plans that allow for larger signs; as currently proposed, the sign allowances are not out of character for the plans in the area. Mayor Orsborn opened a public hearing at 6:23 p.m. to hear citizen input regarding Ordinance No. 22-24. There being no comment, Mayor Orsborn closed the public hearing at 6:23 p.m. A motion was made by Councilmember Heustis and seconded by Councilmember Youngker to adopt Ordinance No. 22-24 amending the Zoning Map of the City of Buckeye on approximately 143.9 acres located at the northeast corner of State Route 85 and Southern Avenue, from Planned Residential (PR) to Planned Area Development (PAD). Motion passed unanimously.

6. Comments from the Mayor and Council – None.

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

Mr. Cotterman presented a brief summary of current events.

8. Proposals for Future Agenda Items – None.

9. Adjournment

There being no further business to discuss, Mayor Orsborn adjourned the meeting at 6:25 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 October 1, 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: 11/05/24	**AGENDA ITEM:** 5.A. DS - Resolution No. 68-24 - Ventana Ranch 2 Minor General Plan Amendment - Application PLZU-24-0001
DATE PREPARED: 10/31/24	**DISTRICT NO.:** No. 2
STAFF LIAISON: Ken Galica, Planning Manager, kgalica@buckeyeaz.gov, (623) 349-6214	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Continued / Tabled Items

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
No action will be taken on this item. This item and the accompanying public hearing is continued until the November 19, 2024 Regular Council Meeting. The Public Hearing and Resolution No. 68-24 is for a Minor General Plan Amendment to the Imagine Buckeye General Plan 2040 to change the land use designation of approximately 43.87 acres located at the northeast corner of Southern Avenue and Watson Road from Neighborhood to Business Commerce.

SUMMARY

PROJECT DESCRIPTION:

William Lally, Tiffany & Bosco, PA, on behalf of property owner Lennar Arizona, LLC, is requesting approval of a Minor General Plan Amendment changing the land use designation of approximately 43.87 acres located east of the northeast corner of Watson Road and Southern Avenue from Neighborhood to Business Commerce. The proposed Business Commerce designation is applied to areas expected to develop with community and regional serving commercial development, professional offices, and business parks. Development in this category is expected to have access to major roads while also encouraging walkability by providing connections to adjoining neighborhoods.

A concurrent request to rezone the subject property from Planned Residential (PR) to Planned Area Development (PAD) is scheduled for review at this same meeting. The proposed PAD would allow for development of the 43.87-acre subject property based largely upon the permitted uses and development standards of the City's Business Park (BP) zoning district, allowing 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. Approval of this General Plan Amendment is required in order for the proposed rezoning to conform to the City's General Plan. Approval of both requests will facilitate development of a 44-acre business park on the subject property and adjoining 11-acre commercial corner (not included in this General Plan Amendment request).

The Planning and Zoning Commission recommended approval of this request and the companion rezoning on October 8, 2024. Additional information, including staff's analysis of the request, can be found in the attached staff report and exhibits.

BENEFITS:

The General Plan Amendment and companion rezoning are supported (with staff recommended conditions limiting building area and cross-dock facilities), as, in concert, they will:

1. Provide a more appropriate transition between industrial uses south of Southern Avenue and residential uses north of Southern Avenue, in furtherance of General Plan Goal G-3, “Non-residential development is considerate of existing and future adjacent residential uses.”

2. Provide employment opportunities for residents in close proximity to residential neighborhoods, in furtherance of General Plan Goal G-4, “Mixed-use land patterns are developed in appropriate areas throughout the community.

3. Further Economic Development related goals and assist in meeting desired jobs to population ratios outlined in General Plan Policy G-1.8: “The City of Buckeye will encourage commerce and business employment centers that respond to the City’s economic needs and that correspond with Buckeye’s targeted economic sectors.” and General Plan Policy G-7.3 “The City of Buckeye will have an average of one-to-one jobs per household”.

4. Accommodate development of a business park product type that will meet a need not currently met by large scale warehouse buildings or more traditional retail shopping centers.

5. Provide for high quality landscape design and architecture that enhances Buckeye’s aesthetic, with industrial site functions not visible from off property.

FINANCIAL IMPACT STATEMENT:
Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the city such as permit fees, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
PLZU-24-0001 Ventana Ranch 2 Minor GPA Council Staff Report 11-5-24.docx
Exhibit A - Aerial Vicinity Map.pdf
Exhibit B - Zoning Map.pdf
Exhibit C - Existing General Plan Land Use Map.pdf
Exhibit D - Proposed General Plan Land Use Map.pdf
Exhibit E - General Plan Amendment Narrative.pdf
Exhibit F - Citizen Participation Report.pdf
Exhibit G - Written Opposition and Support.pdf
Ventana Ranch 2 GPA & Rezone - Council PPT 11-5-24.pptx
Resolution No. 68-24 Ventana Ranch Minor GPA.docx

MINOR GENERAL PLAN AMENDMENT

Report to the Mayor and City Council

CASE NUMBER:	PLZU-24-0001
TITLE:	Ventana Ranch Minor General Plan Amendment
MEETING DATE:	November 5, 2024

Applicant:	William Lally, Tiffany & Bosco, P.A.
Owner(s):	Lennar Arizona, LLC
Request:	Minor General Plan Amendment changing the land use designation of approximately 43.87 acres east of the northeast corner of Southern Avenue and Watson Road from Neighborhood to Business Commerce
District:	2
Location:	Approximately 1,300 feet east of the northeast corner of Watson Road and Southern Avenue (Exhibits A, B, C, and D)
Site size:	Approximately 43.87 acres
Public input:	An advertised neighborhood meeting was held on August 14, 2024; excluding City staff and the applicant team, approximately 10 people attended the meeting, with support for the proposal mixed. All required notices of this public hearing have been completed. Staff has received two emails from nearby residents in opposition to the request and one letter from a nearby resident in favor of the request Additionally, one nearby resident opposed to the project and one nearby resident in favor of the project spoke during the Planning & Zoning Commission public hearing, at which the item was recommended for approval.
Recommendation:	Adoption of Resolution No. 68-24, approving Case PLZU-24-0001

PROJECT DESCRIPTION

1. The Imagine Buckeye 2040 General Plan document (also referred to as “Imagine Buckeye 2040” or simply the "General Plan") is used by the City to guide Buckeye’s future relative to land use, public services, infrastructure, and resource management. The General Plan is designed to guide Buckeye’s future while retaining the community’s distinctive character and culture.
2. William Lally, Tiffany & Bosco, PA, on behalf of property owner Lennar Arizona, LLC, is requesting (Exhibit E) approval of a Minor General Plan Amendment changing the land use designation of approximately 43.87 acres located east of the northeast corner of Watson Road and Southern Avenue from Neighborhood to Business Commerce. The purpose of the existing and proposed land use categories is as follows:
    - The Neighborhood designation is applied to areas that are expected to develop with a broad range of residential types and densities, including single-family attached, single-family detached, and multi-family homes. Other land uses that support and contribute to the livability of neighborhoods, such as neighborhood scaled shops, parks, recreational facilities, religious institutions, offices, and educational uses are also permitted in the Neighborhood designation.
    - The Business Commerce is applied to areas expected to develop with community and regional serving commercial development, professional offices, and business parks. Development in this category is expected to have access to major roads while also encouraging walkability by providing connections to adjoining neighborhoods.
3. A concurrent request to rezone the subject property from Planned Residential (PR) to Planned Area Development (PAD) is scheduled for review at this same meeting. The proposed PAD would allow for development of the 43.87-acre subject property based largely upon the permitted uses and development standards of the City’s Business Park (BP) zoning district, allowing 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. Approval of this General Plan Amendment is required in order for the proposed rezoning to conform to the City’s General Plan.
4. The PAD includes an additional 11.18 acres near the intersection of Southern Avenue and Watson Road upon which neighborhood-serving commercial uses are proposed. The 11.18 acres are not included in this General Plan Amendment request, as neighborhood-

serving commercial uses are permitted in the property's existing Neighborhood land use designation.

5. Lennar is also processing a Preliminary Plat for a 419-lot single-family residential subdivision on the 92.62 acres immediately north of the subject property extending north to Roeser Road. The Preliminary Plat will proceed forward to Planning and Zoning Commission when all review comments have been addressed. The single-family residential use is permitted by current PR zoning.
6. Any change to the General Plan's Future Land Use Map involving more than 160 acres, or any change within the Luke Compatible Area (LCA) designation, requires a Major General Plan Amendment (GPA). Any requests that do not meet the Major Amendment criteria are considered Minor General Plan Amendments. Comprised of 43.87 acres and not located within the LCA, this proposal constitutes a Minor GPA.

AREA CONTEXT:

7. Table 1: Existing Land Use, General Plan Designation, and Zoning District:

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Agricultural/Farming	Neighborhood	Planned Residential (PR)
South of Southern Avenue	Light Industrial (Ross Distribution Center)	Employment	General Commerce (GC)
North	Agricultural/Farming	Neighborhood	Planned Residential (PR)
East	Rural Residential and Industrial in Maricopa County	Neighborhood	Maricopa County RU-43
West	Single-Family Subdivision (Riata West) with Undeveloped Commercial Corner	Neighborhood	Planned Residential (PR) and Commercial Center (CC)

PUBLIC PARTICIPATION SUMMARY:

8. A neighborhood meeting, providing an opportunity for interested parties to learn more about the request, was held on August 14, 2024, at 6:00 P.M. at the Coyote Branch of the Buckeye Public Library. As required by Buckeye Development Code, written notices to property owners within 500 feet of the subject site were mailed on July 30, 2024, over fifteen (15) days prior to the date of the meeting. In addition, the applicant provided door-to-door outreach to residences within the 500 foot radius prior to the neighborhood

meeting. A Public Participation Report detailing the full outreach completed for this project is attached as Exhibit F.

9. Excluding the applicant team and City staff, approximately 10 people attended the neighborhood meeting. Staff observed a mixed response to the proposal, with 3-4 people expressing some concerns over impacts of business park/light industrial development on nearby neighborhoods and the remainder either sharing support for the project or having no opinion.
10. In addition to the verbal feedback received during the neighborhood meeting, staff has received emails from two residents in the general vicinity of the subject property opposed to this request, and one letter from a nearby resident in support of the project. This correspondence can be found as Exhibit G to this staff report.
11. Two residents living in the vicinity of the property, one opposed to the request and one in favor, spoke during the Planning & Zoning Commission public hearings for the General Plan Amendment and Rezoning conducted on October 8, 2024. Planning and Zoning Commission recommended approval of both the GPA and Rezoning, subject to staff's recommended conditions.
12. All required notifications of this public hearing were completed at least fifteen (15) days in advance of the meeting date, as follows:

Notification Element	Date
Published in the Arizona Republic	September 20, 2024
Site Posted	September 23, 2024
Mailing Notice to Property Owners Within 500 Feet of Site	September 23, 2024

BACKGROUND:

13. *October 2000:* The subject property was annexed as part of a larger annexation covering a total of 305.57 acres by City Council's adoption of Ordinance 50-00.
14. *September 2005:* The property was rezoned to Planned Residential (PR) by City Council's adoption of Ordinance 45-05.
15. *October 8, 2024:* The Planning and Zoning Commission conducted a public hearing and recommended approval of both the proposed General Plan Amendment and Rezoning applications for this property. Two members of the public spoke during the public hearing, one in support and one in opposition.

ANALYSIS:

16. The requested General Plan Amendment changing the land use designation of approximately 43.87 acres to Business Commerce will support rezoning and development of the subject property with commercial and/or light industrial uses in a business park, industrial park, or campus setting featuring high-quality site and building design. Heavy industrial uses and outdoor uses are not permitted in this category.
17. The proposed Business Commerce designation does not support rezoning to districts such as Light Industrial (I-1) or Heavy Industrial (1-2), where larger scale, single-building and/or heavier industrial could be developed. As previously noted, development within this category must occur within a business park/campus setting, with an expectation that any industrial function is not visible from off property. To this end, staff has recommended the concurrent rezoning be conditioned upon a limitation on the size of any individual building to a maximum of 200,000 square feet, with cross-dock distribution centers prohibited.
18. With large scale industrial uses occurring south of Southern Avenue (including the approximately 2 million square foot Ross Distribution Center and the nearly as large Walmart Distribution Center) and single-family residential uses planned or existing north of Southern Avenue (including Ventana Ranch north of Roeser and Ventana Ranch 2 immediately north of this site), application of the proposed Business Commerce land use designation and subsequent development of the site with an appropriately scaled business park will provide a more complimentary land use transition than if residential lots backed up to Southern Avenue.
19. In addition to the proposed General Plan Amendment and concurrent rezoning, approval of a Site Plan application by the Planning and Zoning Commission will be required. At the time of that submittal, Staff will ensure that the proposed development provides adequate buffering between adjacent single-family uses and features high quality design that minimizes views of any industrial function to confirm consistency with the Business Commerce land use designation.
20. The General Plan Amendment and companion rezoning are supported (with staff recommended conditions limiting building area and cross-dock facilities), as, in concert, they will:
    - Provide a more appropriate transition between industrial uses south of Southern Avenue and residential uses north of Southern Avenue, in furtherance of General Plan Goal G-3, “Non-residential development is considerate of existing and future adjacent residential uses.”

- Provide employment opportunities for residents in close proximity to residential neighborhoods, in furtherance of General Plan Goal G-4, "Mixed-use land patterns are developed in appropriate areas throughout the community."
- Further the City's Economic Development related goals and assist in meeting desired jobs to population ratios outlined in General Plan Policy G-1.8: "The City of Buckeye will encourage commerce and business employment centers that respond to the City's economic needs and that correspond with Buckeye's targeted economic sectors." and General Plan Policy G-7.3 "The City of Buckeye will have an average of one to one jobs per household".
- Accommodate development of a business park product type that will meet a need not currently met by large scale warehouse buildings or more traditional retail shopping centers.
- Provide for high quality landscape design and architecture that enhances Buckeye's aesthetic, with industrial site functions not visible from off property.

RECOMMENDATION:

21. Staff recommends that City Council conduct a public hearing and adopt Resolution No. 68-24, approving a Minor General Plan Amendment for Ventana Ranch 2 (Case PLZU-24-0001).

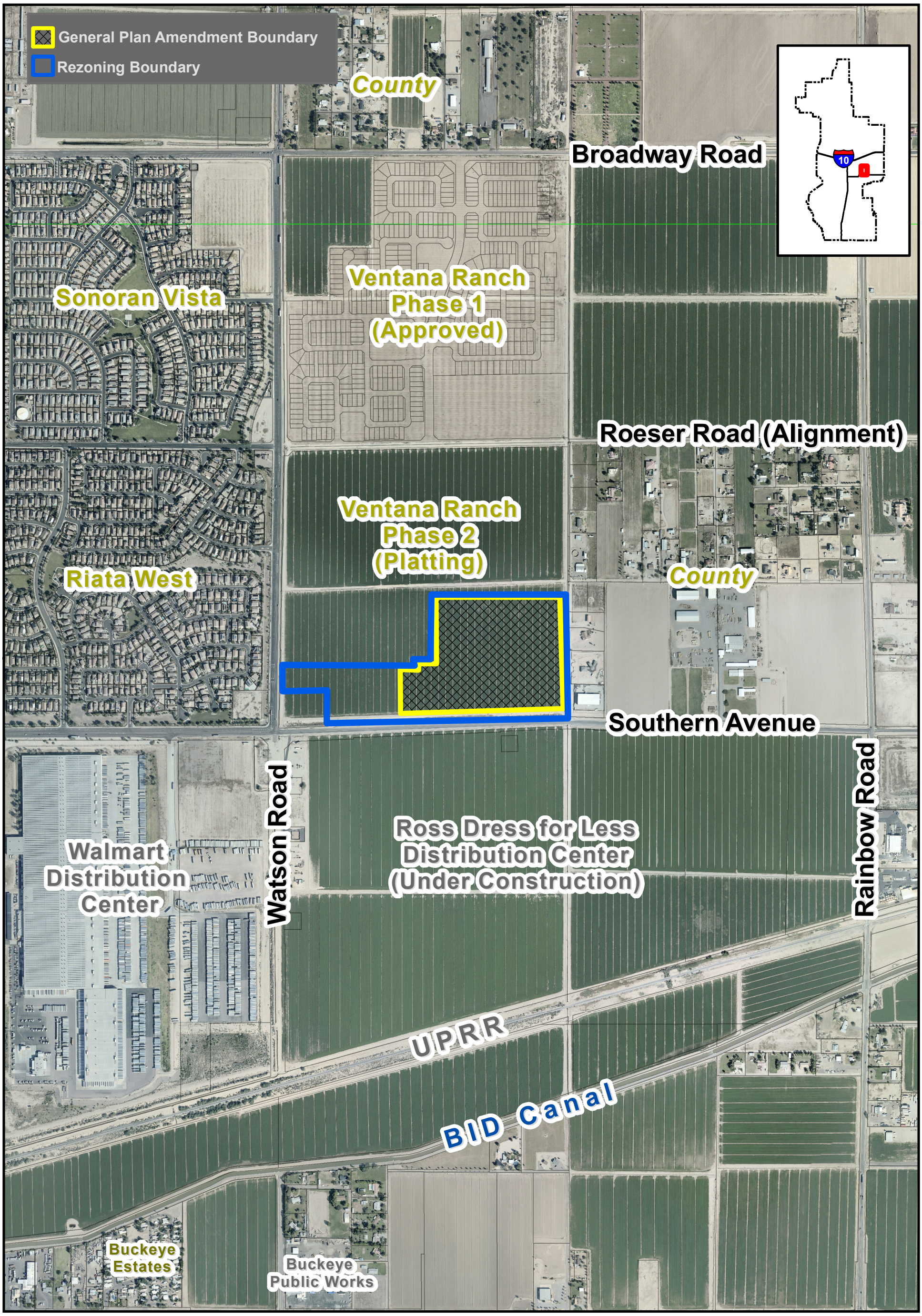
ATTACHMENTS:

- Exhibit A – Aerial Vicinity Map
- Exhibit B – Zoning Vicinity Map
- Exhibit C – Existing General Plan Land Use Map
- Exhibit D - Proposed General Plan Land Use Map
- Exhibit E – General Plan Amendment Narrative
- Exhibit F – Citizen Participation Report
- Exhibit G – Written Opposition and Support

Prepared By:
Ken Galica, Planning Manager

Reviewed By:
Adam Copeland, Deputy Planning Director

Exhibit A



VICINITY MAP

PLZU-24-0001 and PLZZ-24-0002

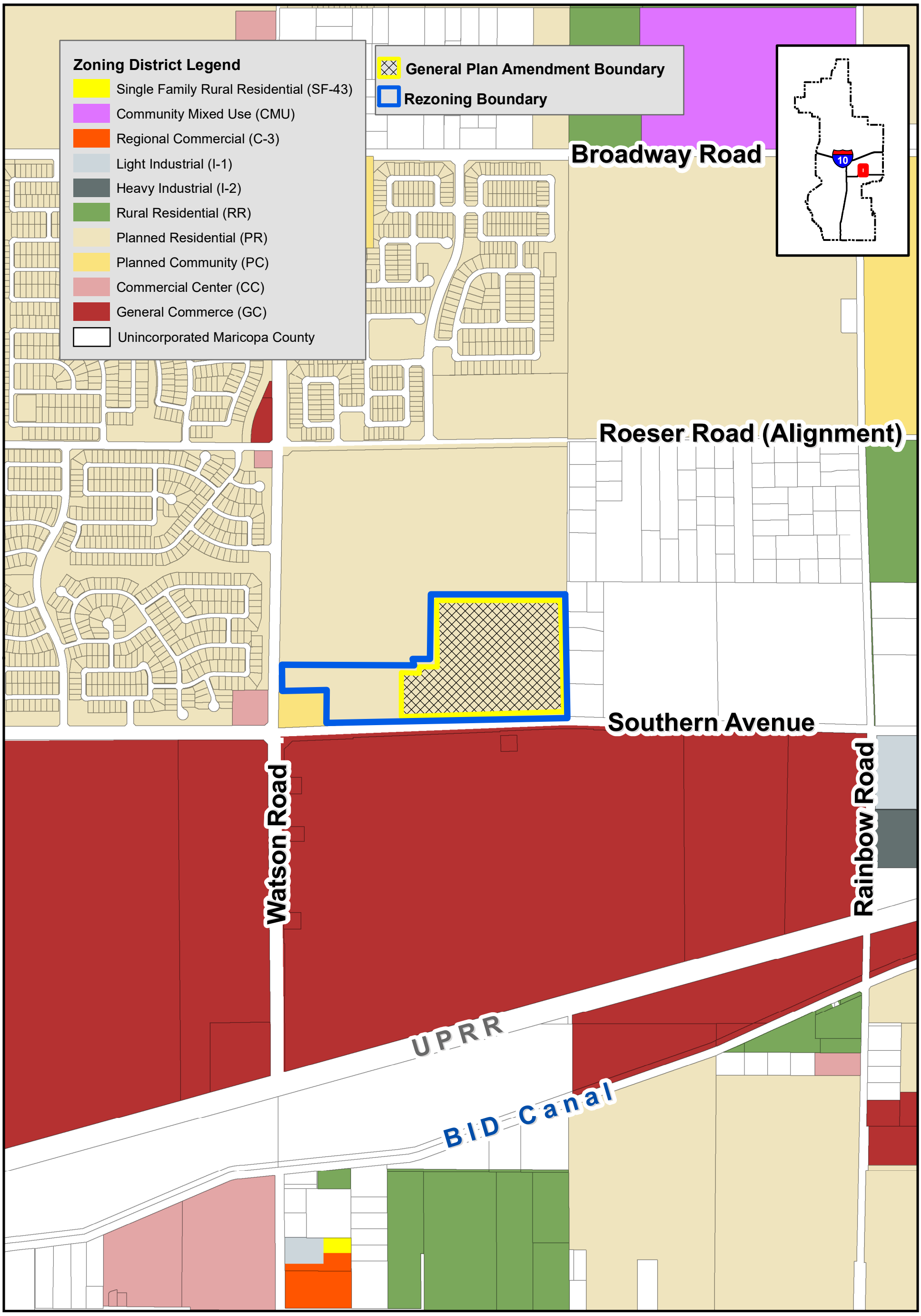
Ventana Ranch 2 Minor General Plan Amendment and Rezoning

City Council District #2

BUCKEYE, AZ

N W E S

Exhibit B



ZONING MAP

PLZU-24-0001 and PLZZ-24-0002

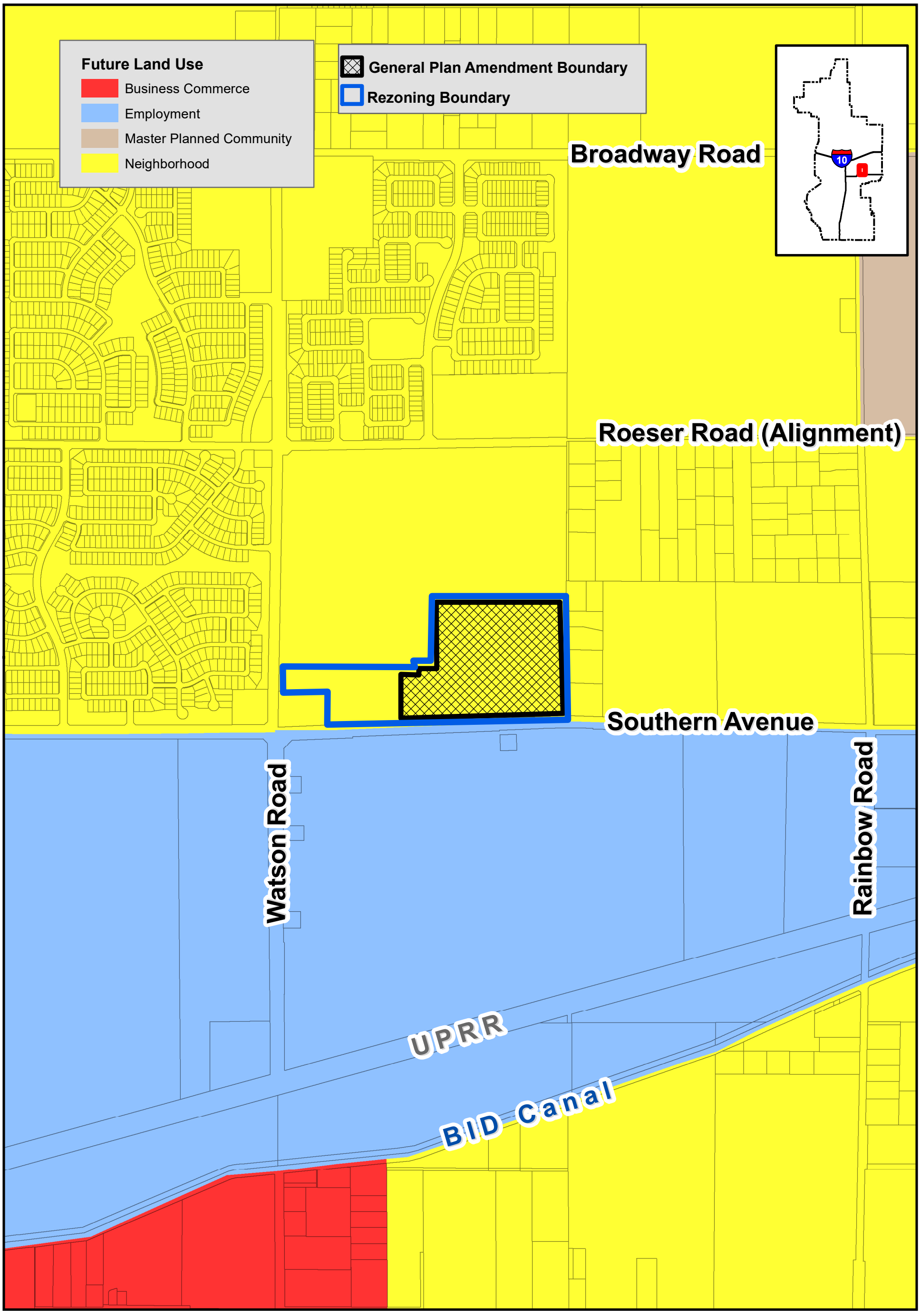
Ventana Ranch 2 Minor General Plan Amendment and Rezoning

City Council District #2

BUCKEYE, AZ

N W E S

Exhibit C



GENERAL PLAN LAND USE - EXISTING

PLZU-24-0001 and PLZZ-24-0002

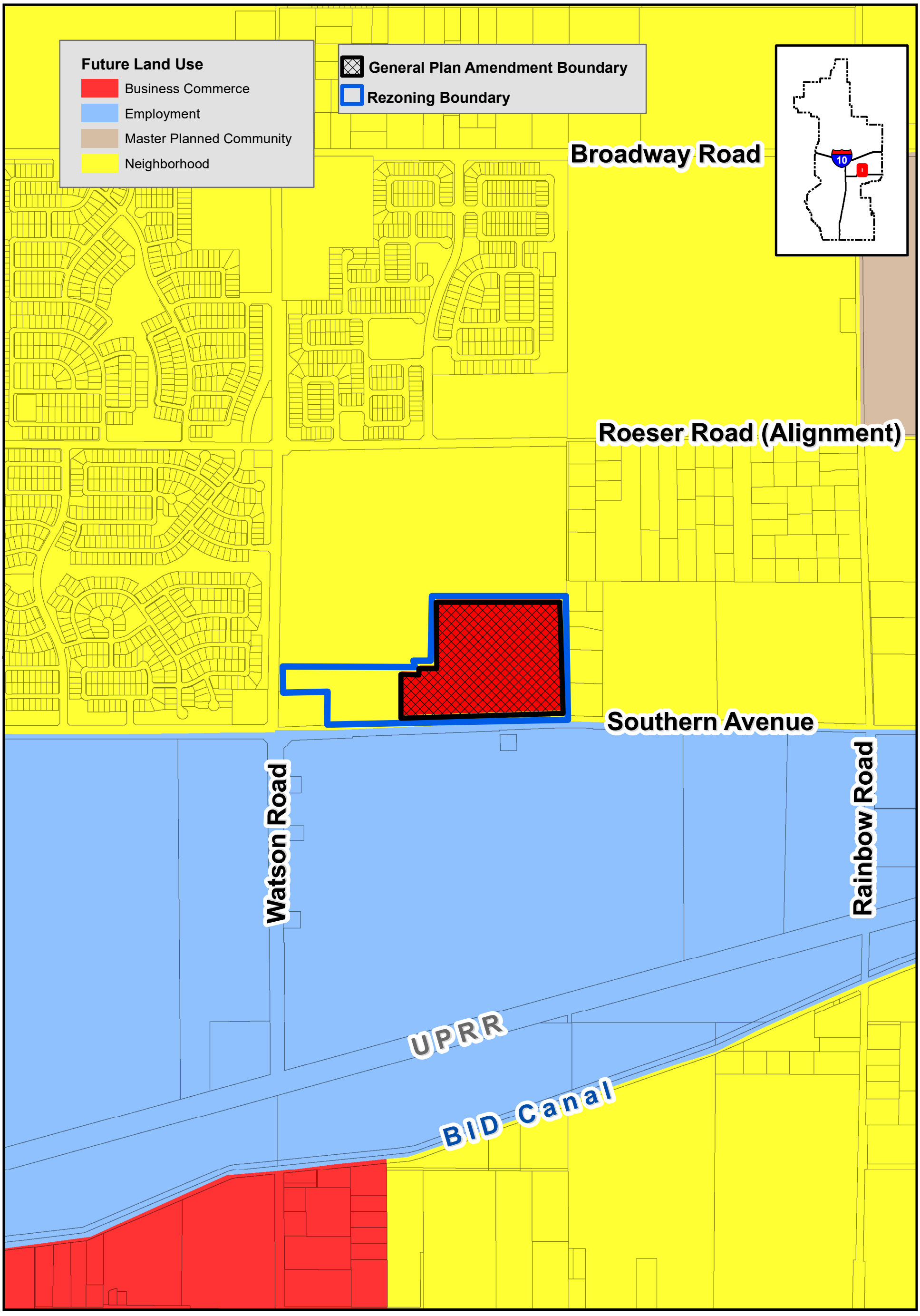
Ventana Ranch 2 Minor General Plan Amendment and Rezoning

City Council District #2

BUCKEYE, AZ

N W E S

Exhibit D



GENERAL PLAN LAND USE - PROPOSED

PLZU-24-0001 and PLZZ-24-0002

Ventana Ranch 2 Minor General Plan Amendment and Rezoning

City Council District #2

BUCKEYE, AZ

N W E S

Exhibit E

3R PLZU-24-0001 RECEIVED JUL 11 2024 WD

NEC of Southern and Watson

Minor General Plan Amendment

City of Buckeye

Lennar Ventana Ranch Phase II
Application Case #: PLZU-24-0001
1st Submittal: February 13, 2024
2nd Submittal: July 11, 2024

Applicant/Representative:

TB TIFFANY & BOSCO P.A.
William Lally
2525 E. Camelback Road
Phoenix, AZ 85016

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Exhibit B – Context Aerial of Property

Exhibit C – Regional Aerial of Property

Exhibit D – Existing General Plan Land Use Map

Exhibit E – Proposed General Plan Land Use Map

Exhibit F – Proposed Well Site

I. PROJECT PROFILE

Project Name	Lennar Ventana South
Property Owner	Lennar Arizona, LLC an Arizona limited liability company
Assessor Parcel Numbers	504-48-033, a portion
Project Location	NEC of Southern Avenue & Watson Road
Project Area	43.87± Acres (gross)
Current Zoning	PR – Planned Residential
General Plan	Neighborhood
Development Team	<u>Owner</u> Lennar Arizona, LLC Vickey Morris, Senior Project Manager 480-702-8766 1665 W Alameda Dr. Tempe, AZ 85282 <u>Legal Counsel</u> Tiffany & Bosco, P.A. William Lally Seventh Floor, Camelback Esplanade II 2525 East Camelback Road Phoenix, Arizona 85016 <u>Engineering</u> Stantec Daniel Pottinger 3133 West Frye Road, Suite 300 Chandler, Arizona 85226-5155

II. INTRODUCTION

Tiffany & Bosco, P.A. ("Applicant"), on behalf of Lennar Arizona, LLC an Arizona limited liability company ("Owner"), respectfully requests a Minor General Plan Amendment of the 43.87± acres (SEC of APN 504-48-033). APN 504-48-033 is generally located at the northeast corner of Southern & Watson. The proposal would change the current future land use designation of the subject site within the Imagine Buckeye 2040 General Plan (the "General Plan") from Neighborhood to Business Commerce. The site is identified by Maricopa County Assessor parcel number: 504-48-033. The GPA is requested for the southernmost portion of the parcel, adjacent to Southern Avenue. (the "Property"); see ***Exhibit A – Maricopa County Assessor Parcel Map***, ***Exhibit B – Aerial of Property***, and ***Exhibit C – Regional Aerial***.

III. PROPERTY DESCRIPTION

Relationship to Surrounding Properties

The Property is directly wedged between large industrial sites to the south, existing commercial and residential to the west, with a new residential development currently underway to the north, to be developed by Lennar (Ventana Ranch Phase II, single-family, residential). The properties to the east are a mixture of commercial, industrial and residential uses in Maricopa County. Large-industrial sites are located across Southern Avenue to the south. Residential neighborhoods with a commercial corner are located to the west, across Watson Road. The following is the surrounding land use context:

- North:
  - Ventana Ranch Phase II, a proposed single-family subdivision currently in the Platting phase. Then Roeser Road & Lennar Ventana Ranch Phase I a single-family subdivision currently under construction.
    - Jurisdiction – City of Buckeye ("City")
    - Properties to the north of Roeser Road include Ventana Ranch Phase I, single-family residential under construction.
    - These properties are zoned PR – Planned Residential and designation for Neighborhood land uses.
- East:
  - Undeveloped S 231st Avenue then parcels within Maricopa County
    - Jurisdiction – Unincorporated Maricopa County
    - These are a combination of single-family residential lots, agricultural uses, industrial uses and non-residential uses utilizing the County's RU-43 zoning which allows for many non-residential uses.

  - Southeast corner of Watson Road and Southern Ave is parcel # 504-42-002C owned by DRM Farms, LLC
    - Jurisdiction – City
    - The site is currently utilized for agricultural uses
    - This property is zoned PC – Planned Community and designated for Neighborhood land uses.
- South:
  - Southern Avenue, then large light-industrial uses
    - Jurisdiction – City
    - This site is under development, and will serve as a warehouse and distribution center for the brand.
    - This property is zoned obsolete General Commercial and in the Apache Rainbow Employment Overlay District, and the 2040 City General Plan designates it as Employment. Industrial land uses are allowed by right within the GC zoning district.
- West:
  - APN 504-42-002C (hard SEC of Southern & Watson)
    - Jurisdiction – City
    - This property to the west is undeveloped, bare land.
    - This property is zoned PC- Planned Community.
  - Watson Road then APN 504-41-002J
    - Jurisdiction – City
    - This property to the west is undeveloped, bare land.
    - This property is zoned CC- Commercial Center.
  - Watson Road then the subdivision known as Riata West
    - Jurisdiction – City
    - Riata West is an 888 single-family home subdivision.
    - These properties are zoned PR – Planned Residential and designation for Neighborhood land uses.

Current Site Conditions

There are no significant topographical or natural features of the Property. The Property is undeveloped land currently being used for agriculture purposes.

Current Accessibility and Circulation

Southern Avenue borders the south of the Property, Watson Road is to the west and Roeser Road is to the north. The Property's location allows for multiple future access points from

each arterial and gives future site users means to access the State Route 85 ("SR-85") approximately 4-miles west of the Property and I-10 to the north. Onsite circulation and future access drives will be determined at the time of site plan stage. Access to the development shall be per the requirements in Section 6-3 of the City's Engineering Design Standards.

IV. DESCRIPTION OF THE REQUEST

The proposed Minor General Plan Amendment ("Minor GPA") will allow for a re-designation of the southeastern portion of the parcel, 43.87± acres to Business Commence from its current Neighborhood land use designation. Approval of this Minor GPA will allow for the expansion of a complimentary, Business Commerce land use designation to act as a buffer by transitioning uses from the existing, and future residential neighborhoods to the north, from the massive employment core on the south side of Southern Avenue. This Minor GPA proposal, will ensure economic success because of the convenient access to the SR-85 and I-10 along major arterial roads within the City. Many of the goals set out in the 2040 General Plan are focused on expanding and encouraging employment opportunities within Buckeye. The Property's location along Southern Avenue, adjacent to existing Employment land designations and set away from the Downtown Corridor, Activity Centers, and other non-compatible uses, make Business Commerce appropriate designation for this transitional area. The Business Commerce proposal will provide for office, manufacturing, light-industrial, retail, service and other commercial uses for the nearby residential neighborhoods and employees working in this area.

A related rezone case (PLZZ-24-0002) accompanies this request to change the zoning to PAD, and proposes to allow for a mix of office, manufacturing, light-industrial, retail, restaurant, neighborhood services and other commercial uses. The PAD is broken up into two (2) planning areas, the southwest corner PAD-A (11.18± acres) and PAD-B on the southeast corner (43.87± acres) of APN: 504-48-033. This will allow for the development of new mixed-use area, which supports residential, commercial and employment uses. The proposed planning area, PAD-B will provide a positive economic impact to the immediate area, with the addition of smaller employment opportunities to compliment the larger employment core south of Southern Avenue. The proposed PAD-A planning area, will provide for neighborhood and employee supported uses for the immediate locality. Allowing for retail, restaurants, and service uses in the proposed area, will minimize trips from surrounding existing and future residential homes. The proposed mixed-use area will create a natural buffer and transition from the large scale industrial, on the south side of Southern Avenue to the existing residential zoning to the north of the Property. The employment user directly south of Southern Avenue is a 1.7-million square foot facility that dominates the Southern Avenue streetscape. The minor employment and commercial uses will not only

serve the surrounding community's residents and workers, but create an appropriate land use transition from these massive structures. This proposed rezone will further support the City of Buckeye's "Reverse the Commute" initiative which focuses on providing employment to residents within city limits.

This proposal for "PAD-A" and "PAD-B" uses on the southern 55.05± acres of the parcel, allows for a natural transition from large, 2± million square foot, industrial buildings (south of property) to single-family residential (north of property). In order to be able to achieve this transition, without having negative impacts on either existing use to the north or south, a non-residential use is required on the Property. The proposed buildings will not have any adverse effects on the surrounding properties, as thoughtful placement and orientation of the buildings will be taken into consideration when site planning the commercial and light-industrial portion of this development. The closest, existing residential zoning are the county parcels to the east. The proposed light-industrial buildings will be separated from the adjacent county lot-lines, separated by landscaping, and an irrigation canal. Loading docks will be screened from arterial roadways and residential uses, by using adjacent buildings, and a combination of berms, landscaping, and walls. This mixed-use proposal promotes the possibility of a live/work community, which provides amenities, retail, and employment within walking distance of a resident's home. The Property's proximity to major access routes and nearby future compatible employment opportunities, provide commentary uses in this area of Buckeye.

The Property is currently surrounded by a mixture of residential, agricultural, commercial and sizable, industrial uses. The adjacent sites to the south are designated for Employment uses and developed with massive buildings. The City has designated approximately 1,021.47± acres in this area to Employment. See ***Exhibit D – Existing General Plan Land Use Map and Exhibit E – Proposed General Plan Land Use Map***. This larger area spans south to Southern Avenue, to just south of the Buckeye Canal, with Business Commerce abutting directly below. The request for Business Commerce (43.87± acres) creates a natural progression from Employment designation from the south to residential to the north, see ***Exhibit F – Context General Plan and Use Map.***

Business Commerce Uses

The current definition of Business Commerce is:

> Business Commerce denotes areas that comprise both community and regional commercial development. This designation may also support professional offices and business parks. Development in Business Commerce may vary in intensity. Uses should have access to major roads and transit and should provide connections to Neighborhood areas, while also creating opportunities for walkability.

Zoning districts that are consistent with this land use designation are: PO, C-2, C-3, BP and PAD.

Application of Business Commerce to Property

The property is currently surrounded by a mixture of residential, commercial, and industrial uses. To add the Business Commerce land use designation to the Property would greatly contribute to the overall local and regional economy by complementing and supporting the significant Employment uses in this area of the City as well as the residential. This proposal allows for a natural transition from large scale industrial uses (south of property) to single-family residential (north of property) and would promote the possibility of a live/work community, which provides amenities and employment within walking distance of a resident's home. The Property's proximity to major access routes and nearby future compatible employment opportunities, provide commentary uses in this area of Buckeye. This proposed land use change, further supports the overall land use proposal to adapt to the surrounding environment.

Impact on the City and Surrounding Community

Changing from Neighborhood to Employment and Business Commerce will provide a minor employment and business land use designation adjacent to large employment uses south of the Property and services to the residential homes to the north of the Property. This mixture of land uses benefits traffic connectivity and provides supporting land uses on a unique property that is adjacent to several different and significant land uses. The goal of the land use designation change is to create land use transitions that support and buffer each other.

V. Utilities and Services

Water, Sewer, and Refuse Providers

The refuse service provider will be private. Sewer and water will be provided by the City of Buckeye. The owner of the property intends to dedicate a 150'x150' well site (well site #2) to the City of Buckeye as shown on ***Exhibit F – Proposed Well Site.*** The well site has been determined and the City's water department has agreed to the location.

Fire and Police Protection

Fire and police protection services will be provided by the City. Nearest police station is

located at 1101 Ash Avenue (approx. 1.5 miles from site) and nearest fire is at 404 Miller (approx. 2.7 miles from site).

Impact on Local Schools and Parks

The Property and surrounding properties are currently agriculture. Changing the land use designation from Neighborhood to Business Commerce, is not expected to have a direct effect on local schools and parks as there is no added residential to increase school age population.

VI. CONFORMANCE WITH CITY OF BUCKEYE GENERAL PLAN

The proposed amendment will further the goals and policies of the City 2040 General Plan.

Goal G-2.1: *New development should provide appropriate buffers, lot sizes, and / or setbacks when adjacent to existing residential uses. Specifically, new subdivisions should be designed with adequate transitions to existing subdivisions and land uses.*

This parcel (APN 504-48-033) is directly wedged between large industrial uses on the south side of Southern Avenue, and single-family residential (Lennar Phase I) to the North. The proposed overall development of the parcel, allows for appropriate lot sizes for the single-family residential (Ventana Ranch Phase II), and the commercial and industrial portion acts as a natural transition of uses to the large light-industrial to the south. Each use will provide appropriate buffers and setbacks, so there are no adverse effects to adjacent existing and new subdivisions.

Goal G-3.4: *Within Neighborhood designated areas, commercial development should only take access from a major collector or higher street class.*

The land use designation for proposed commercial development is Neighborhood. The proposed commercial development access is from S Watson Road and W Southern Avenue.

Goal G-4: *Mixed-use land patterns are developed in appropriate areas throughout the community.*

This mixed-use proposal is located in-between single-family residential to the north, east and west, and large developments of light-industrial uses to the south, which results in heavy traffic along Southern Avenue. This mixed-use development is located in an appropriate area

and provides natural transitions between uses and provides services and employment to the existing subdivisions north of Southern Avenue.

Goal G-7: *Buckeye has a strong employment base providing a range of job opportunities with competitive salaries.*

Designating land on the north side of Southern Road (opposite a current Employment designation) for employment and commercial type uses is key to attracting employers to sustain a healthy and versatile mix of jobs for the City. Providing a Commercial and Light Industrial transition area between existing Industrial and Residential is also sound planning for the residents of Buckeye and success for future economic development within the City.

Policy G-7.3: *The City of Buckeye will have an average of one to one jobs per household.*

Allowing for the parcel to not be developed solely for residential, and by creating commercial and industrial zones, the proposed rezone will further support meeting the average of one to one jobs per household goal. The commercial and industrial land use categories will also provide a variety of employment opportunities.

Policy G-11.3*: The City of Buckeye should actively pursue mid- and large-sized local, regional, and national companies that enhance the employment base and offer salaries above the regional average.*

Offering employers property in prime locations, with Commercial and Industrial options, is key to attracting companies that can enhance the employment base. The Property is in the right location and right size to meet this land use policy.

Goal G-14: *Buckeye has low unemployment, is economically stable, and has a high standard of living.*

Providing for appropriately placed Employment land use designations will ensure the City maintains low unemployment among its residents. The zoning district requested will enhance this area and provide added stability to the local economy by adding jobs and income for the City.

Policy G-14.1: *The City of Buckeye's economic development strategic plan should focus on the attraction of 'Base' industries, or industries that export goods and services to out-of-state customers, thereby bringing new money into Buckeye.*

As stated above, the location of the Property makes it a perfect opportunity to attract industries that export goods to in-state and out-of-state customers by utilizing the transportation corridor with SR-85 to the east and eventually I-10 to the north.

Goal G-17.4: *The City of Buckeye should encourage mixed-use residential/commercial projects to include livework and work-live units where housing and offices or other commercial uses are compatible.*

This mixed-use proposal promotes the possibility of a live/work community, which provides compatible commercial uses with amenities, retail, and employment within walking distance of a resident's home. The Property's proximity to major access routes and existing residential subdivisions, support walkability and livability in this area of Buckeye.

VII. CONCLUSION

The proposed Minor GPA will change a portion of the City's land use plan (43.87± acres of SEC of APN 504-48-033) from Neighborhood to Business Commerce. This will allow the Southern Avenue corridor, to have non-residential uses along this major roadway corridor, but smaller in scale. The proposed Business Commerce land use designation on the north side of Southern Avenue, promotes a gradual progression in use intensities from Employment to Neighborhood. The designation of Business Commerce would provide transitional area, from large employment users, with massive sites and buildings fronting the south side of Southern Avenue, to smaller business, office and employment opportunities for the City on the north side of Southern Avenue. This minor designation to Business Commerce land use would encompass a small portion of the Property, and will provide a minor employment area within the City with minimal impacts to existing residents.

The Business Commerce land use designation will provide an opportunity to support the existing and future residential neighborhoods and employees, thereby reducing traffic to the proposed retail, restaurants, and service uses. This mixed-use proposal promotes the possibility of a live/work community, which provides amenities, retail, and employment within walking distance of a resident's home, while having access to major roads and connections to Neighborhood areas. The change in land use has the potential of providing future jobs and increase the economic base of the City. The Business Commerce designation will help grow the economy and diversity of Buckeye's land portfolio, while providing an appropriate transition of large Employment uses to south, to residential uses with the designation of Neighborhood to the north. The proposed Minor GPA meets many of the intended goals and policies of the City and its General Plan. We look forward to working with the City staff on this Application.

EXHIBIT A

Maricopa County Assessor Parcel Map

(on following page)

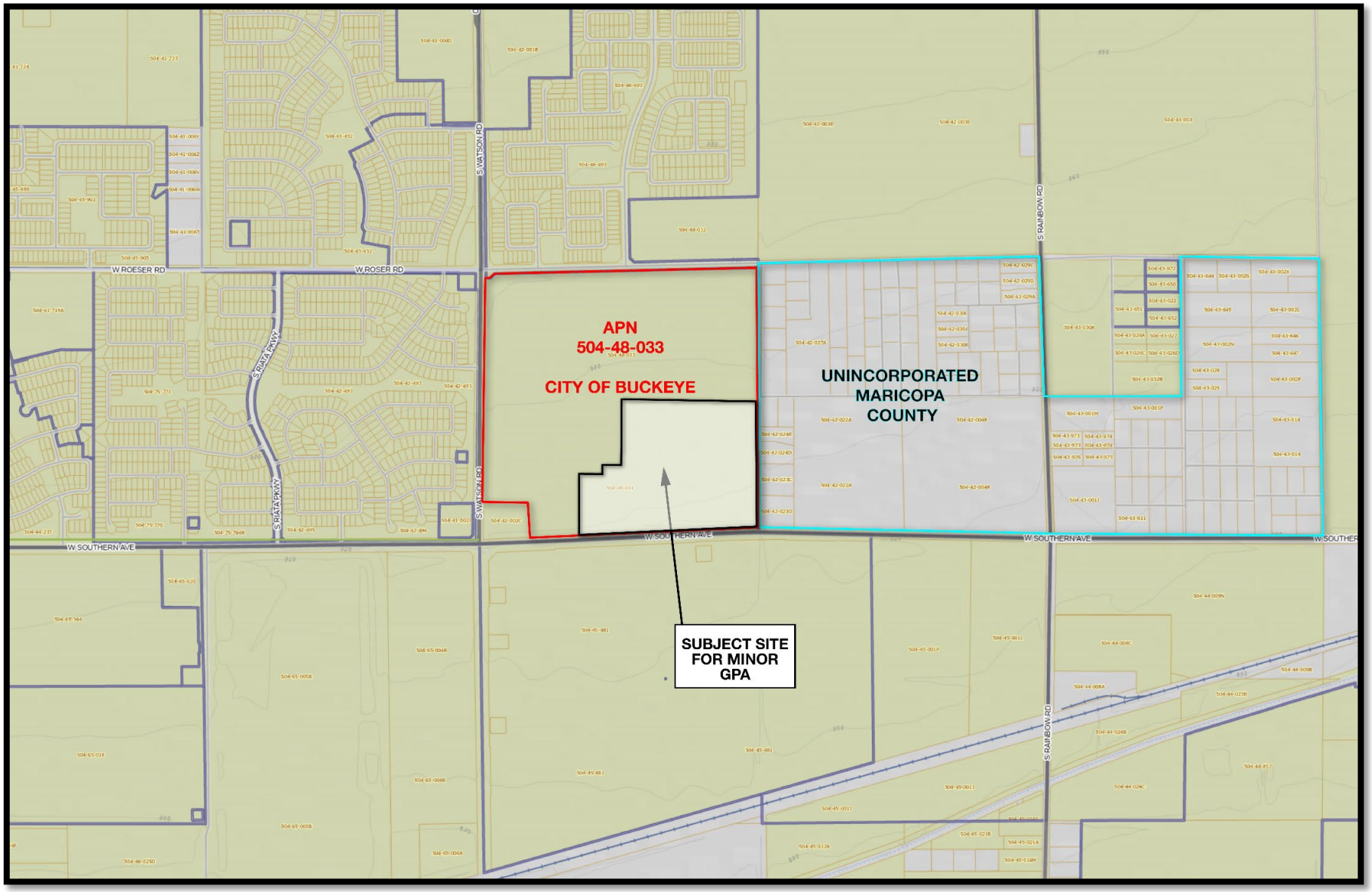

Exhibit A – Maricopa County Assessor Parcel Map

NEC of Southern & Watson

TIFFANY & BOSWORTH P.A.

EXHIBIT B

Context Aerial of Property

(on following page)



Exhibit B – Context Aerial of Property

NEC of Southern & Watson

EXHIBIT C

Regional Aerial of Property

(on following page)

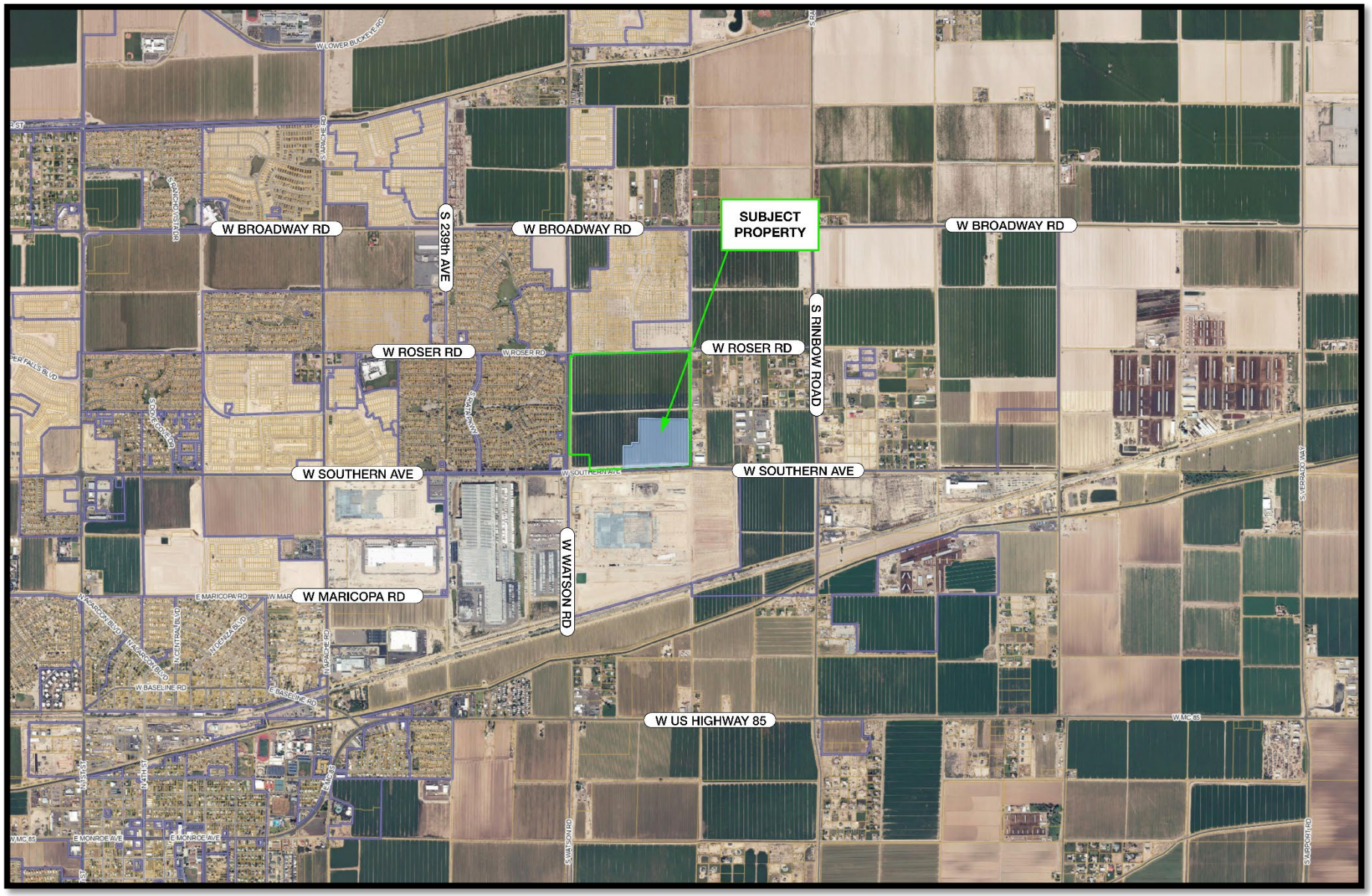

Exhibit C – Regional Aerial of Property

NEC of Southern & Watson

EXHIBIT D

Existing General Plan Land Use Map

(on following page)

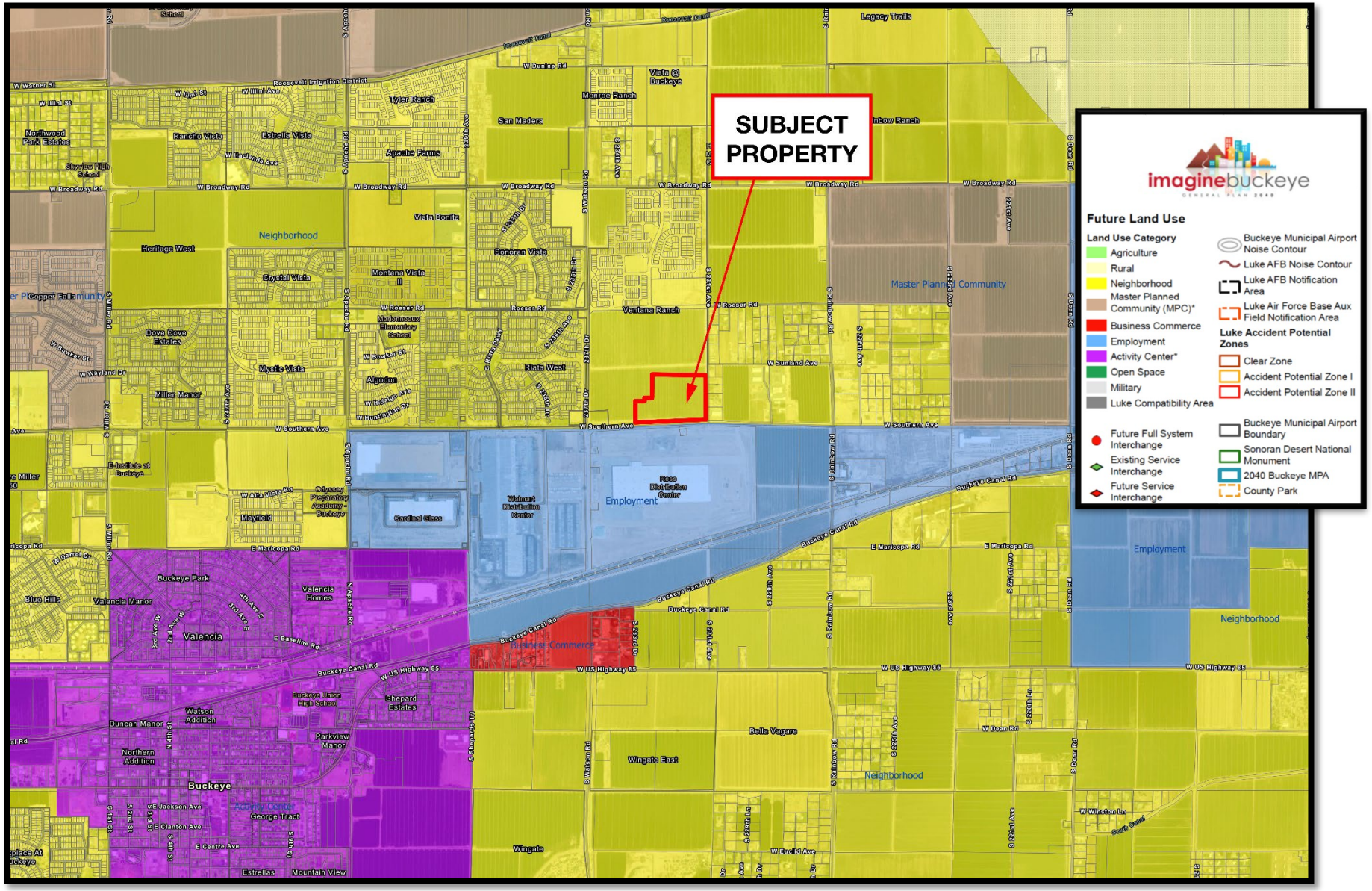

Exhibit D – Existing General Plan Land Use Map

NEC of Southern & Watson

TIFFANY & BOSCO P.A.

EXHIBIT E

Proposed General Plan Land Use Map

(on following page)

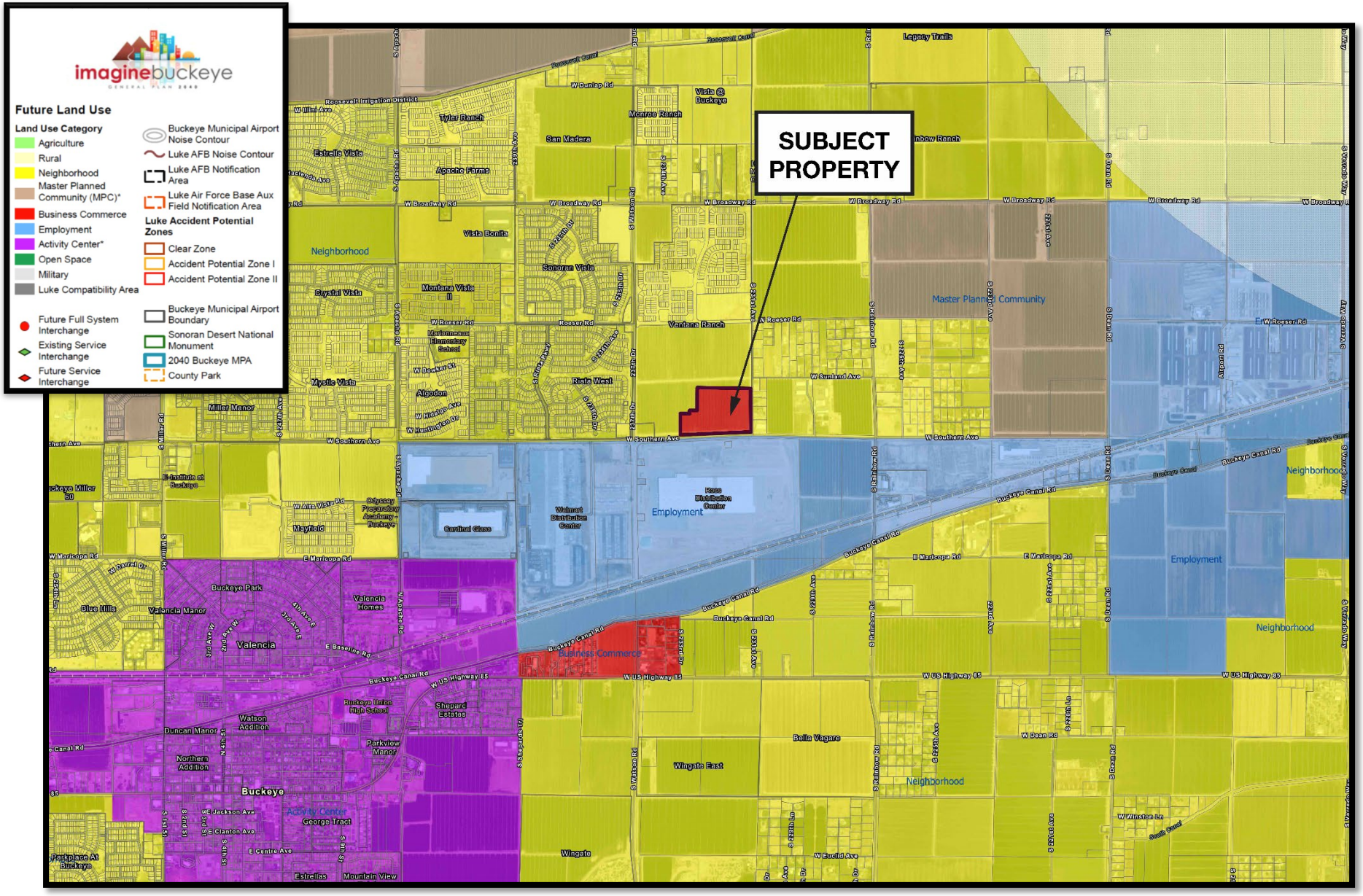

Exhibit E – Proposed General Plan Land Use Map

NEC of Southern & Watson

EXHIBIT F

Proposed Well Site

(on following page)

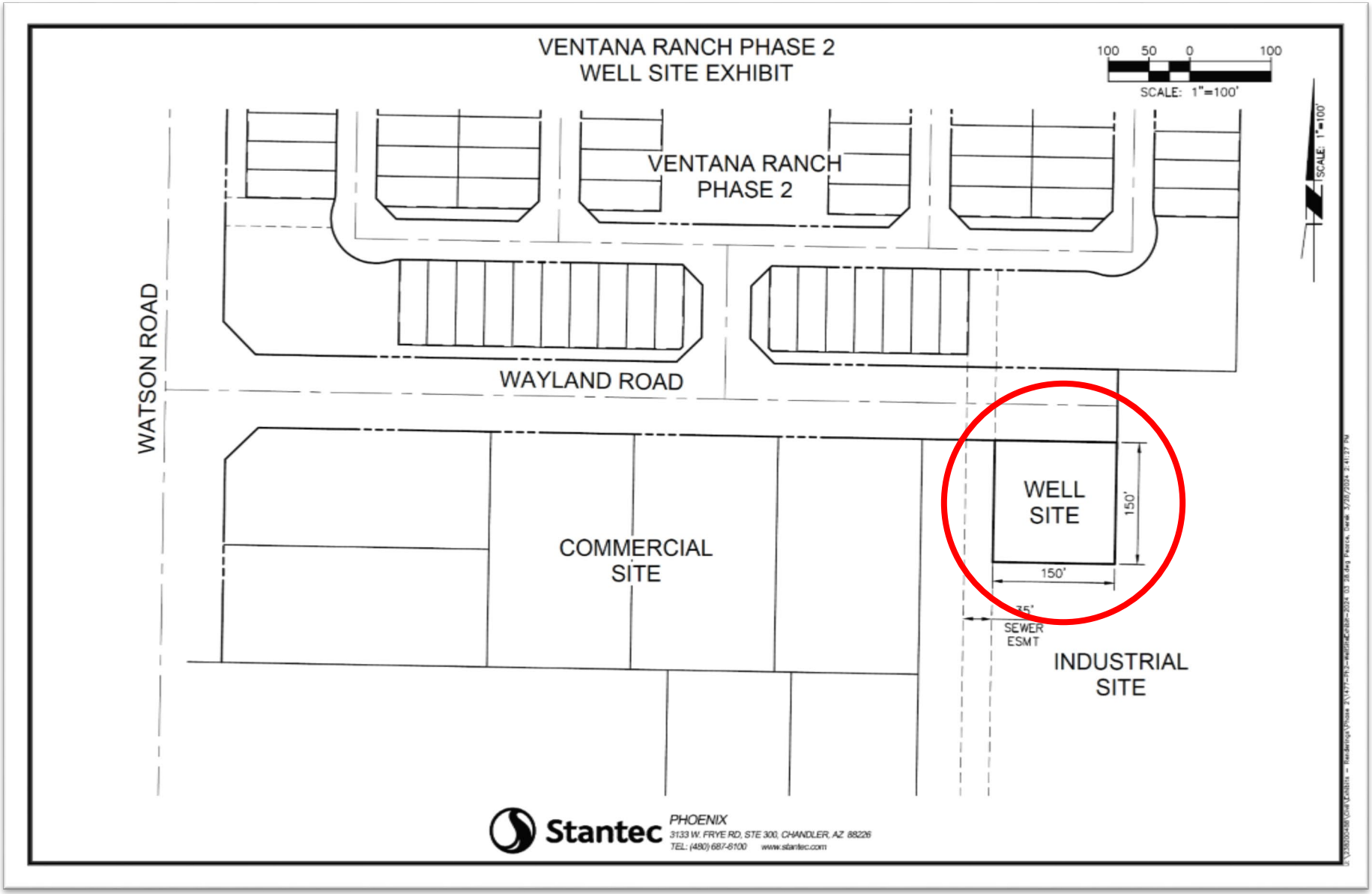

Exhibit F – Proposed Well Site
NEC of Southern & Watson

Exhibit F

Ventana Ranch South

Citizen Participation Plan

Minor General Plan Amendment approximately 43.87± acres to Business Commerce and Rezoning application to Planned Area Development (PAD) for approximately 55.05± gross acres located at the northeast corner of Southern Avenue and Watson Road

Application Case #: PLZU-24-0001 & PLZZ-24-0002
1st Submittal Date: February 13, 2024
2nd Submittal Date: June 7, 2024
3rd Submittal Date: September 12, 2024

Applicant/Representative:

TB TIFFANY & BOSCO P.A.
William Lally
2525 E. Camelback Road
Phoenix, AZ 85016

Project Description

The Applicant desires to rezone and develop approximately 55.05± acres (gross) generally located at the northeast corner of Southern Avenue and Watson Road. The Property's location along Southern Avenue, adjacent to existing Employment land designations and set away from the Downtown Corridor, Activity Centers, and other non-compatible uses, make Business Commerce appropriate designation for this transitional area. The Property is currently undeveloped and utilized for agriculture uses. The property is identified by Maricopa County Assessor parcel number 504-48-033 (the "Property").

The City's 2040 General Plan currently designates the entire Property for Neighborhood, the Minor GPA submittal requests a change of approximately 43.87± acres to Business Commerce, which supports a mix of office, manufacturing, light-industrial, retail, restaurant, neighborhood services and other commercial uses, through an associated rezone PAD request. The Property is proposing to provide a mixed-use transitional area from industrial uses to the south and to residential, to the north.

Which residents of the City of Buckeye ("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 property may be affected by the application.

The subject Property is adjacent to residential uses (City and Unincorporated Maricopa County) and industrial uses to the east and south.

For the neighborhood meeting, individual letters were sent to all Property owners within 500' of the Property and interested parties / stakeholders, including Riata West Community Association, in the surrounding area of the 55.05± acres (gross) subject to this entitlement request. The letter adhered to all City notification requirements and was sent prior to 15-day deadline for a neighborhood meeting. Once the Planning & Zoning Commission public hearing is scheduled, again at least 15 days prior to the Planning & Zoning Commission public hearing, individual letters will be sent to all Property owners and interested parties/stakeholders within 500' of the Property.

Prior to the neighborhood meeting letters being sent, an outreach consultant and team went door to door to all parties within the 500' of the Property to alert them to the GPA and Rezoning proposal and the neighborhood meeting. The neighbors were encouraged to come to the open house, and to continue to reach out if they have any questions. See **EXHIBIT C**, *Door-to-Door Outreach Summary.*

How those interested in and potentially affected by an applicant will be notified that an application has been made.

In accordance with Section 8.2.6 of the Development Code, we provided notice using the following procedures which will specify (1) the date, time, and place of the neighborhood meeting/public hearing, (2) describe the Property with the street address, legal description, or general description and nearest cross streets, (3) the nature, scope, and purpose of the proposed action, (4) indicate that the interested parties may appear at the hearing and speak on the matter, and (5) indicate where additional information on the matter may be obtained.

Mailed Notice

In accordance with Section 8.2.6 and Table 8.2-1 of the Development Code, we mailed individual letters via first class mail to all property owners within 500' of the Property at least 15 days prior to the scheduled date of the neighborhood meeting/hearing. Interested parties and stakeholders in the surrounding area of the 55.05± acres (gross) subject to this entitlement request were also notified. The letter adhered to all City notification requirements and adequately notified the surrounding property owners of the proposal. The City will also provide notice in accordance with ARS 9-462.04. We provided the Development Services Department with an Affidavit of Mailing certifying that all required notices were timely mailed. We will again follow the above procedures once the Planning & Zoning Commission public hearing is scheduled.

Neighborhood Meeting

We held a neighborhood meeting and provided mailed notice of the meeting in the same manner as described above. We have notified the Development Services Department in writing of the meeting date, time, and location more than 15 days prior to the scheduled date of the meeting, and Ken Galica from Development Services was in attendance. A written summary of the neighborhood meeting is below. It includes the date, time, location of the meeting, a copy of the letter sent, *see* ***EXHIBIT A***, a copy of the Sign In sheet, *see* ***EXHIBIT B*** and a summary of concerns, issues and problems expressed during the meeting.

Neighborhood Meeting Summary

We held a 6:00 PM neighborhood meeting on August 14th, 2024 at Buckeye Public Library – Coyote Branch (21699 W Yuma Road, Buckeye, AZ). There was signage directing residents to meeting room, 24 x 36 aerials, proposed rezone map and other exhibits displayed for the neighbors and interested parties to view along with a sign in sheet. There were eight (8) neighbors in attendance, along with City staff members, Ken Galica, (Planning Manager), Christine Grundy (Assistant to the Mayor), Janene Van Leeuwen (Neighborhood Services Representative for the City), and Councilmember Youngker. Ryan Belshee who is running for District 2, City Council seat, was also in attendance.

There were attendees who came in support of the case, other neighbors had questions about the proposal, and some who were not in favor of the proposal, without knowing much about the case. The attendees who were not in favor also expressed their negativity to an unrelated proposal for a gas station located at the northwest corner of Watson and Southern. The majority of their discussion with City staff and the Applicant, revolved around the gas station and its land use designation. They also commented multiple times that their HOA was not notified of the neighborhood meeting, when in fact it was. We attempted to answer as many questions and concerns they had related to this proposal.

There were a few homeowners from the Maricopa County parcels, east of the site. Three (3) of the homeowners are in favor of the proposal, and appreciated the outreach that was conducted prior to the meeting. One (1) homeowner located in the County jurisdiction was concerned about privacy and how tall the buildings may be and if they would have the ability to see into her yard. She was educated to the best of our ability at the meeting and we plan to reach back out to her and provide answers to any future questions she may have.

As the meeting concluded, our team felt that all neighbors were informed of the proposal and the meeting was successful in conveying the proposal to all that attended.

Published Notice

We will publish notice in the Arizona Republic at least 15, but no more than 45 days before the scheduled hearing date. We will provide the Development Services Department with an Affidavit of Publication.

Posted Notice

We will post at least two signs on the Property in a prominent place, clearly visible from a major arterial street (Southern Avenue and Watson Road) which will remain on the Property for a period of at least 15 days prior to the hearing/meeting. We will post the signs on the Property once the sign location is determined, and approved by City Staff. We will maintain the sign in good condition and update them with P&Z and Council hearing information as that becomes available. The signs will be removed within 10 days after the final public hearing.

How those interested and potentially affected parties will be informed of the substance of the change, amendment or development proposed by the application.

We will respond to all input and comments as they are received. Our responses will be provided to City Staff for their records. Our office will follow-up with interested individuals and City Staff as necessary to ensure their concerns are heard and all relevant procedures are followed. Further, we will ensure all necessary information is shared continuously

regarding the status of the request. The City will be provided with copies of our correspondence, letters, and information shared with stakeholders. In addition, maps and lists of the notified stakeholders and property owners will be included in our final Citizen Participation Results Report.

The applicant's schedule for the completion of the citizen participation plan.

Mailed notices, published notices, and posted notices will all be completed at least 15 days prior to neighborhood meeting/public hearing and the proper affidavits will be provided to the City. Additionally, the Property will be posted once the posting locations are determined by City Staff.

If requested, we will meet with any interested individual or stakeholder after the notification letters have been sent and the Property has been properly posted. We will provide City Staff with a completed Citizen Participation Results Report which will include the details and techniques used to involve the public and provide a summary of concerns, issues, and resolutions to these issues, at least 15 days in advance of the first public hearing. (so staff can include as an attachment to staff reports). Our public outreach will be continuous and will occur throughout the Minor GPA and rezoning process.

How the applicant will keep the Planning Department informed on the status of their citizen participation efforts.

We will provide the Development Services Departments with a written affidavit regarding the procedures and timing for mailing and publishing. We will also provide an affidavit with the contents of the neighborhood meeting.

The final Citizen Participation Results Report will be completed prior to the time the City informs us of the pending Planning Commission hearing date and will include the following:

(i) Dates and locations of all meetings where citizens were invited to discuss the applicant's proposal;
(ii) Content, dates 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
(v) A summary of concerns, issues and problems expressed during the process, including:
    a. The substance of the concerns, issues, and problems
    b. How we addressed or will address the concerns expressed during the process; and

c. Concerns, issues and problems the applicant is unwilling or unable to address and why.

We will update Development Services via email of all important issues that may arise during our public outreach. If additional public outreach occurs after the submittal of the Citizen Participation Results Report, we will provide updates to inform Development Services and City Council.

Attachments:

- Neighborhood Meeting Letter (EXHIBIT A)
- Neighborhood Meeting Sign-In Sheet (EXHIBIT B)
- Door-to Door Outreach Summary (EXHIBIT C)
- 500' Property Ownership List
- 500' Property Map Boundary

EXHIBIT A

Meeting Letter

(on following page)

TIFFANY & BOSCO P.A.

July 30, 2024

RE: NEC Southern Avenue & Watson Road – Rezoning & GPA Open House – Case #PLZU-24-0001 & PLZZ-24-0002

Dear Neighbor/Stakeholder:

We represent Lennar Arizona, LLC and their rezone request related to 55.05± acres located near the northeast corner of Southern Avenue and Watson Road. Please refer to the attached **Vicinity Map**. The property is identified by Maricopa County Parcel Number 504-48-033, and the rezone application pertains to the southern 55.05± acres of the parcel. (the "Property"). We are seeking input for their proposed land use proposal to develop the Property located within the City of Buckeye's city limits. The proposal is to rezone the Property from PR (Planned Residential) to PAD (Planned Area Development). The purpose for the rezoning is to develop a new mixed-use area, which allows for retail, restaurants, service uses, office, light-industrial, and other employment opportunities. The proposed PAD zoning is sectioned into two areas, PAD-A which is designated for Commercial uses, and PAD-B which allows for Light-Industrial uses. This rezone to provide a gradual transition from the Large, Light-Industrial on the southern portion of Southern Avenue and the Single-Family residential north of the Property.

As part of the required public notice requirements for these land use cases, we invite you to join us for an open house neighborhood meeting to discuss and learn more about the proposed land use cases for the Property.

Neighborhood Meeting:
Date: Wednesday, August, 14th, 2024
Time: 6:00 P.M.
Location: Coyote Branch Library, 21699 W. Yuma Rd. #116, Buckeye, AZ 85326

The Planning and Zoning ("P&Z") Commission and City Council hearings are not set at this time. As this application proceeds, the City's Planning and Zoning Department will make a determination as to the date and time of the City public hearings. Another notification letter will be mailed to you at least fifteen (15) days prior to the P&Z Hearing date.

If you wish to provide input on this matter, you may attend the neighborhood meeting on Wednesday, August 14th or at the Planning and Zoning Commission Hearing or City Council meetings which will be set in the future. Alternatively, you can provide input, comments or questions directly to me, Holly Reading, Senior Project Manager at Tiffany & Bosco at hreading@tblaw.com or 480-240-1818. You may also contact City of Buckeye assigned Planning Manager, Ken Galica, at 623.349.6214 or by email at kgalica@buckeyeaz.gov subject "PLZU-24-0001 & PLZZ-24-0002."

Sincerely,

Holly Reading
Senior Project Manager

TIFFANY & BOSCO P.A.

Vicinity Map

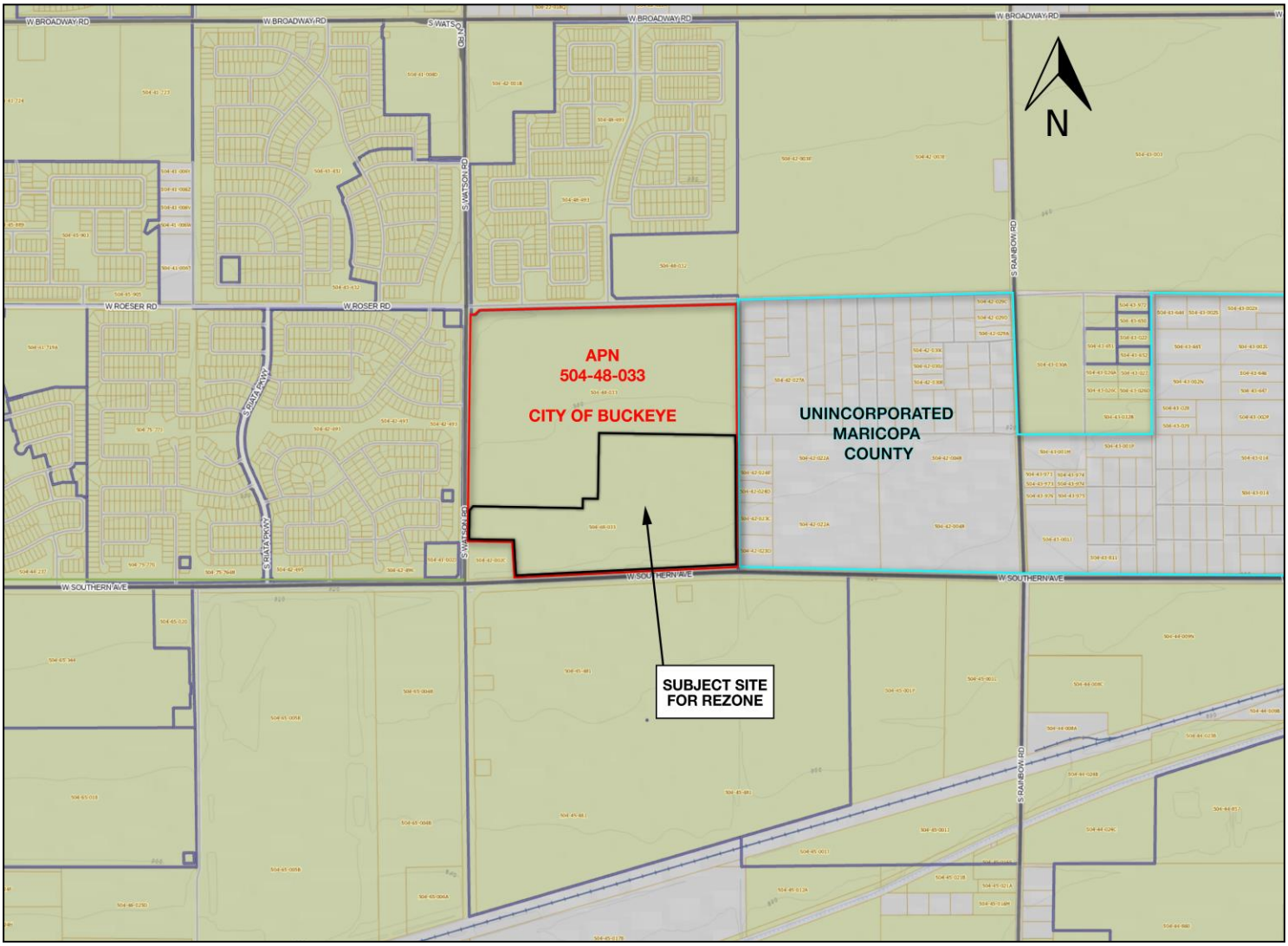

EXHIBIT B

Sign-In Sheet

(on following page)

Lennar - Ventana Ranch South - PAD Rezone and GPA
NEC of Southern Avenue and Watson Road

NEIGHBORHOOD MEETING SIGN-IN SHEET

Date : August 14, 2024 Time: 6:00 PM

NAME	ADDRESS	EMAIL	PHONE #
WAYNE KIRKPATRICK	23042 W SOUTHERN AVE	wkmetalman@msn.com	623-386-2734
Melinda Kirkpatrick	23042 W. Southern Ave	wkmetalman@msn.com	623-386-2734
RICHARD LADDA			
Autumn Stanton	5889 S 235th Ln	autumnstanton@yahoo.com	(623) 293-7673
Jennifer Beattie	5691 S 236th Dr	jenn2023az@gmail.com	562-209-5366
Kourtnei Briese	5639 S. 231st	kourtnei.briese@gmail.com	623 703 1239
Ryan Bolshee	114 S 5th Street Buckeye	Ryan@downtownBuckeye.com	503-747-8024
[illegible]	23991 W GROVE ST Buckeye		253-389-9547

EXHIBIT C

Door-to Door Outreach Summary

(on following page)

Owner	Property Address	Mailing Address	Outreach
RG3 TWO LLC		2601 W DUNLAP AVE STE 10 PHOENIX AZ USA 85021	
CRANE HARVESTING AND TRUCKING INC	22906 W SOUTHERN AVE BUCKEYE 85326	PO BOX 397 BUCKEYE AZ USA 85326	
ARMAS JAIME JR/MARIA ISABEL/JAIME MACIAS SR		23036 W SUNLAND AVE BUCKEYE AZ USA 85326	
CANO LUIS ARMANDO LECHUGA	5405 S 231ST AVE BUCKEYE 85326	5405 S 231ST AVE BUCKEYE AZ USA 85326	Gated with padlock and dog door in front yard, for sale, pending on MLS
WILLIAMS EVELYN Y	23004 W SUNLAND AVE BUCKEYE 85326	23004 W SUNLAND AVE BUCKEYE AZ USA 85326	
JACKSON ANTIONE SR/RECO	23542 W PECAN RD BUCKEYE 85326	23542 W PECAN RD BUCKEYE AZ USA 85326	NH, NH
SILVIO MATHIEU LIVING TRUST	5605 S 235TH DR BUCKEYE 85326	5605 S 235TH DR BUCKEYE AZ USA 85326	NH, NH
CASTANEDA SALVADOR	23575 W WAYLAND DR BUCKEYE 85326	23575 W WAYLAND DR BUCKEYE AZ USA 85326	Told them briefly through Ring doorbell and they said they weren't interested.
MARK OAKLEY AND JUDITH DEAN-OAKLEY LIVING TRUST	23574 W WAYLAND DR BUCKEYE 85326	23574 W WAYLAND DR BUCKEYE AZ USA 85326	NH, NH
JAIME LISA A/WILLINGHAM JANINE M	23571 W PECAN RD BUCKEYE 85326	23571 W PECAN RD BUCKEYE AZ USA 85326	"The roads on southern right now are not fine. Interesting. I was wondering what this would be because of the traffic. Traffic in that area is a concern. Not just our project but to the west also. That's cool. Good to know." Talked to Kathy. We reminded her that the construction and stoplight along Southern is almost complete and will be much better very soon.
LEUCHS JOSEPH ROBERT/STACY VANESSA TR	23578 W HIDALGO AVE BUCKEYE 85326	23578 W HIDALGO AVE BUCKEYE AZ USA 85326	Talked with Joe, showed him whole presentation seems positive about it. Sell them for $400,000 and bring our home prices up!!
MONREAL ALEJANDRA/FLORES MONREAL	23577 W HUNTINGTON DR BUCKEYE 85326	23577 W HUNTINGTON DR BUCKEYE AZ USA 85326	Talked to Martina- owner is not home. Spanish speaker. Come back in the weekend to speak to owner
STANTON AUTUMN/JARRPD	5889 S 235TH LN BUCKEYE 85326	5889 S 235TH LN BUCKEYE AZ USA 85326	NH
PERALTA DOMINGUEZ KENZEY MARIE	5905 S 235TH LN BUCKEYE 85326	5905 S 235TH LN BUCKEYE AZ USA 85326	NH, NH
HERRERA MARIA ELENA B	23580 W HUNTINGTON DR BUCKEYE 85326	23580 W HUNTINGTON DR BUCKEYE AZ USA 85326	
SOCHOR RYAN ALEXANDER/KYRA LEANNE	23573 W HIDALGO AVE BUCKEYE 85326	23573 W HIDALGO AVE BUCKEYE AZ USA 85326	Her baby was crying so we told her quickly what was coming. She said "yay!" And was excited
AYIYI RICHARD JR	23556 W HUNTINGTON DR BUCKEYE 85326	23556 W HUNTINGTON DR BUCKEYE AZ USA 85326	NH, NH
NAPUTI STEVE KYLE C/NARISSA B	23563 W PECAN RD BUCKEYE 85326	23563 W PECAN RD BUCKEYE AZ USA 85326	"Can you come back this afternoon because my sister in law owns the house?" He took a picture of site plan to show to her in case we don't touch base.
CLAVER DAVE	5921 S 235TH LN BUCKEYE 85326	5921 S 235TH LN BUCKEYE AZ USA 85326	
HUNT BRANDON/ANA MARIA	23555 W PECAN RD BUCKEYE 85326	23555 W PECAN RD BUCKEYE AZ USA 85326	NH, NH (6 broken down cars in the front)
PADILLA DULCE E/ALVARADO ENRIQUE	23564 W WAYLAND DR BUCKEYE 85326	23564 W WAYLAND DR BUCKEYE AZ USA 85326	Vacant, for rent sign
MORENO WILLIAM ENRIQUE/GUTIERREZ DE MORENO FLORA A	23554 W WAYLAND DR BUCKEYE 85326	23554 W WAYLAND DR BUCKEYE AZ USA 85326	NH, NH
REYNOSO JOSE GALLARDO/MEZA ANGELICA	5621 S 235TH DR BUCKEYE 85326	5621 S 235TH DR BUCKEYE AZ USA 85326	Talked to him through ring doorbell briefly. Thanks for letting me know.
JONES COREY/JOHNSON SHATOYA	5637 S 235TH DR BUCKEYE 85326	5637 S 235TH DR BUCKEYE AZ USA 85326	NH, NH
JONES CARROLL WAYNE JR	5653 S 235TH DR BUCKEYE 85326	5653 S 235TH DR BUCKEYE AZ USA 85326	appears vacant with for sale sign
ZAVALA CHARLENE HELEN/ALICIA	5669 S 235TH DR BUCKEYE 85326	5669 S 235TH DR BUCKEYE AZ USA 85326	NH, NH
MARTINEZ JOSEPH T/ANA L	23543 W WAYLAND DR BUCKEYE 85326	23543 W WAYLAND DR BUCKEYE AZ USA 85326	"Wow! Nice! Perfect! Looks great. Thank you for information." talked with Pete
FULTON VANESSA L/ROBERT B	23551 W WAYLAND DR BUCKEYE 85326	23551 W WAYLAND DR BUCKEYE AZ USA 85326	Went inside her home. "Well good. I appreciate it. My daughter lives right behind us and mentioned that you had come by. Where will the school be? Oh a well site? Wonder what those two hard corners will be since they tryed to put a convenience store with propane." She understood and really appreciated us coming by.
YEE SYDNEY/ALEX	23559 W WAYLAND DR BUCKEYE 85326	23559 W WAYLAND DR BUCKEYE AZ USA 85326	NH, NH
BRACAMONTES DAVID/MARIA	23560 W HIDALGO AVE BUCKEYE 85326	23560 W HIDALGO AVE BUCKEYE AZ USA 85326	NH, NH
MACK TANYA Y	23552 W HIDALGO AVE BUCKEYE 85326	23552 W HIDALGO AVE BUCKEYE AZ USA 85326	"Are they still putting the gas station? Thank God. Do I like it? Not really. It's taking from the openness of Buckeye but people need a place to live. I get it. Thank you ladies. If I get something in the mail I will know what it is."
RUSSELL ESTHER	23544 W HIDALGO AVE BUCKEYE 85326	23544 W HIDALGO AVE BUCKEYE AZ USA 85326	"I don't mind Ross. No different than the Walmart and glass factory. I wondered when that cotton field was going to go. I've had a lennar home twice. Bought this house 25 years ago once we pay it off we are going to sell it and move into something smaller in Puerto Rico." Talked with Rodger

JACKSON DARRIN	5769 S 235TH DR BUCKEYE 85326	5769 S 235TH DR BUCKEYE AZ USA 85326	"You guys are doing a better job than the last developer who tried to put a gas station on the northwest corner. No one came and talked to us and we fought that. Your presentation, I'm not offended by. Good job. One of the problems we have are the trucks parking along Watson on east side of the road. I'm good with this and I'm looking forward to it. Put some food there!" Darren - backs up to site
GARCIA MARCO ANTONIO	5785 S 235TH DR BUCKEYE 85326	5785 S 235TH DR BUCKEYE AZ USA 85326	NH, NH
SALEEM RUBY/MALIK	5803 S 235TH DR BUCKEYE 85326	5803 S 235TH DR BUCKEYE AZ USA 85326	NH, NH
MOLINA NELIDA G MARTINEZ	5815 S 235TH DR BUCKEYE 85326	2885 S 256TH DR BUCKEYE AZ USA 85326	NH, NH
5829 S 235TH DR LLC	5829 S 235TH DR BUCKEYE 85326	19435 W MELVIN ST BUCKEYE AZ USA 85326	NH, NH
AHMAD AROONA M	23545 W HUNTINGTON DR BUCKEYE 85326	23545 W HUNTINGTON DR BUCKEYE AZ USA 85326	NH, NH
LOBERIANO ESTRELLA	23553 W HUNTINGTON DR BUCKEYE 85326	1348 SPANISH NEEDLE CT ORANGE PARK FL USA 32073	How much per unit? How much the down payment? Maybe he would move in. This is good. Romeo
MUGENZI YANNICK	23561 W HUNTINGTON DR BUCKEYE 85326	23561 W HUNTINGTON DR BUCKEYE AZ USA 85326	NH, NH
SIERRA MIGUEL ENRI CASTILLO	23567 W HUNTINGTON DR BUCKEYE 85326	23567 W HUNTINGTON DR BUCKEYE AZ USA 85326	NH, NH
JONES KATHERINE WRIGHT/CRITTENDEN ERIC Q/SHUNDRA C	23568 W HUNTINGTON DR BUCKEYE 85326	23568 W HUNTINGTON DR BUCKEYE AZ USA 85326	Thank you for the heads up. No issues.
SRMZ 3 LLC	23548 W HUNTINGTON DR BUCKEYE 85326	AUSTIN TX USA 78746	Teen answered, parents aren't home, they are renters
TAH 2018-1 BORROWER LLC	23565 W HIDALGO AVE BUCKEYE 85326	1508 BROOKHOLLOW DR SANTA ANA CA USA 92705	"That's so nice. Thank you!" talked to Kwame
HAMMOND KENNETH/ROCKNEY CHRISTINE	23557 W HIDALGO AVE BUCKEYE 85326	23557 W HIDALGO AVE BUCKEYE AZ USA 85326	Lots of no soliciting signs. Told them briefly, said "it doesn't matter. That's ok with me."
PINCKNEY RONNETTE	23549 W HIDALGO AVE BUCKEYE 85326	23549 W HIDALGO AVE BUCKEYE AZ USA 85326	Dogs were barking loud. We quickly told them what it was and he didn't care to see images.
BRIESE DEREK A/KOURTNEI C	5639 S 231ST AVE BUCKEYE 85326	5639 S 231ST AVE BUCKEYE AZ USA 85326	new home is under construction, people might be living in the trailer in the backyard, didn't want to walk in the backyard and startle them. No cars on property.
MORGAN JASON/PATRICIA	5709 S 231ST AVE BUCKEYE 85326	5709 S 231ST AVE BUCKEYE AZ USA 85326	call next week, he was talking to his daughter who lives in the UK, observation-his house might be where heads lights hit, cell 602-573-3738, called him the next time we were out in the area and he didn't answer
SOUTHERN COMFORT ESTATES LLC	5823 S 231ST AVE BUCKEYE 85326	2029 S 225TH LN BUCKEYE AZ USA 85326	I spoke to Wayne Kirkpatrick, who owns 5 acres near the SE portion of the proposal. He is the one who touches Southern Ave. He uses 2.5 acres for his metal fabrication business and 2.5 acres for his home. He is in the county and told me all of the stories about how the City of Buckeye "screwed him" out of money and time when he was trying to get his permits. We spoke for over an hour Saturday afternoon around 4pm. (Yes, it was 115* at that time and yes, we stood outside the whole time). By the end, he agreed that Light Industrial next to his (sometimes loud) metal fabrication business was better than homes. He said that developers and Cities have tried to eminent domain him before on other sites and tried to "steam roll" him. He has never had someone knock on his door (it is actually like a fortress and I had to ring a call button and have the giant metal gate open for me) and talk to him about a project. Nobody has ever asked him for his opinion before. He thinks Lennar "does business differently" and is excited for me to introduce him to Vickey for a long term relationship. I think there is a chance that we might be able to get a letter of support further down the road. Since he owns 5 acres and lives behind a giant wall, I thought the only time to get a hold of him might be a Saturday afternoon.
	5689 S. 231st Ave ?		Knocked, NH
	Next home north-no address		NH

NEC Southern & Watson - 500' Mailing List

Owner	Address	CITY	State	Zip
RG3 TWO LLC	2601 W DUNLAP AVE STE 10	PHOENIX	AZ	85021
CRANE HARVESTING AND TRUCKING INC	PO BOX 397	BUCKEYE	AZ	85326
ARMAS JAIME JR/MARIA ISABEL/JAIME MACIAS SR	23036 W SUNLAND AVE	BUCKEYE	AZ	85326
CANO LUIS ARMANDO LECHUGA	5405 S 231ST AVE	BUCKEYE	AZ	85326
WILLIAMS EVELYN Y	23004 W SUNLAND AVE	BUCKEYE	AZ	85326
JACKSON ANTIONE SR/RECO	23542 W PECAN RD	BUCKEYE	AZ	85326
SILVIO MATHIEU LIVING TRUST	5605 S 235TH DR	BUCKEYE	AZ	85326
CASTANEDA SALVADOR	23575 W WAYLAND DR	BUCKEYE	AZ	85326
MARK OAKLEY AND JUDITH DEAN-OAKLEY LIVING TRUST	23574 W WAYLAND DR	BUCKEYE	AZ	85326
JAIME LISA A/WILLINGHAM JANINE M	23571 W PECAN RD	BUCKEYE	AZ	85326
LEUCHS JOSEPH ROBERT/STACY VANESSA TR	23578 W HIDALGO AVE	BUCKEYE	AZ	85326
MONREAL ALEJANDRA/FLORES MONREAL	23577 W HUNTINGTON DR	BUCKEYE	AZ	85326
STANTON AUTUMN/JARRPD	5889 S 235TH LN	BUCKEYE	AZ	85326
PERALTA DOMINGUEZ KENZEY MARIE	5905 S 235TH LN	BUCKEYE	AZ	85326
HERRERA MARIA ELENA B	23580 W HUNTINGTON DR	BUCKEYE	AZ	85326
SOCHOR RYAN ALEXANDER/KYRA LEANNE	23573 W HIDALGO AVE	BUCKEYE	AZ	85326
RIATA WEST COMMUNITY ASSOCIATION	4135 S POWER RD STE 122	MESA	AZ	85212
ROSS DRESS FOR LESS INC	5130 HACIENDA DR	DUBLIN	CA	94568
LENNAR ARIZONA INC	1665 W ALAMEDA DR STE 130	TEMPE	AZ	85282
AYIYI RICHARD JR	23556 W HUNTINGTON DR	BUCKEYE	AZ	85326
NAPUTI STEVE KYLE C/NARISSA B	23563 W PECAN RD	BUCKEYE	AZ	85326
CLAVER DAVE	5921 S 235TH LN	BUCKEYE	AZ	85326
HUNT BRANDON/ANA MARIA	23555 W PECAN RD	BUCKEYE	AZ	85326
PADILLA DULCE E/ALVARADO ENRIQUE	23564 W WAYLAND DR	BUCKEYE	AZ	85326
MORENO WILLIAM ENRIQUE/GUTIERREZ DE MORENO FLORA A	23554 W WAYLAND DR	BUCKEYE	AZ	85326
REYNOSO JOSE GALLARDO/MEZA ANGELICA	5621 S 235TH DR	BUCKEYE	AZ	85326

JONES COREY/JOHNSON SHATOYA	5637 S 235TH DR	BUCKEYE	AZ	85326
JONES CARROLL WAYNE JR	5653 S 235TH DR	BUCKEYE	AZ	85326
ZAVALA CHARLENE HELEN/ALICIA	5669 S 235TH DR	BUCKEYE	AZ	85326
MARTINEZ JOSEPH T/ANA L	23543 W WAYLAND DR	BUCKEYE	AZ	85326
FULTON VANESSA L/ROBERT B	23551 W WAYLAND DR	BUCKEYE	AZ	85326
YEE SYDNEY/ALEX	23559 W WAYLAND DR	BUCKEYE	AZ	85326
BRACAMONTES DAVID/MARIA	23560 W HIDALGO AVE	BUCKEYE	AZ	85326
MACK TANYA Y	23552 W HIDALGO AVE	BUCKEYE	AZ	85326
RUSSELL ESTHER	23544 W HIDALGO AVE	BUCKEYE	AZ	85326
CITY OF BUCKEYE - KEN GALICA	530 E MONROE AVE	BUCKEYE	AZ	85326
JACKSON DARRIN	5769 S 235TH DR	BUCKEYE	AZ	85326
GARCIA MARCO ANTONIO	5785 S 235TH DR	BUCKEYE	AZ	85326
SALEEM RUBY/MALIK	5803 S 235TH DR	BUCKEYE	AZ	85326
MOLINA NELIDA G MARTINEZ	2885 S 256TH DR	BUCKEYE	AZ	85326
5829 S 235TH DR LLC	19435 W MELVIN ST	BUCKEYE	AZ	85326
AHMAD AROONA M	23545 W HUNTINGTON DR	BUCKEYE	AZ	85326
LOBERIANO ESTRELLA	1348 SPANISH NEEDLE CT	ORANGE PARK	FL	32073
MUGENZI YANNICK	23561 W HUNTINGTON DR	BUCKEYE	AZ	85326
SIERRA MIGUEL ENRI CASTILLO	23567 W HUNTINGTON DR	BUCKEYE	AZ	85326
JONES KATHERINE WRIGHT/CRITTENDEN ERIC Q/SHUNDRA C	23568 W HUNTINGTON DR	BUCKEYE	AZ	85326
SRMZ 3 LLC	23548 W HUNTINGTON DR	BUCKEYE	AZ	85326
TAH 2018-1 BORROWER LLC	1508 BROOKHOLLOW DR	SANTA ANA	CA	92705
HAMMOND KENNETH/ROCKNEY CHRISTINE	23557 W HIDALGO AVE	BUCKEYE	AZ	85326
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MORGAN JASON/PATRICIA	5709 S 231ST AVE	BUCKEYE	AZ	85326
SOUTHERN COMFORT ESTATES LLC	2029 S 225TH LN	BUCKEYE	AZ	85326
WAL-MART STORES EAST LP	1301 SE 10TH ST	BENTONVILLE	AR	72716
DRM FARMS LLC	PO BOX 356	BUCKEYE	AZ	85326

NEC Southern & Watson - 500’ Buffer Map

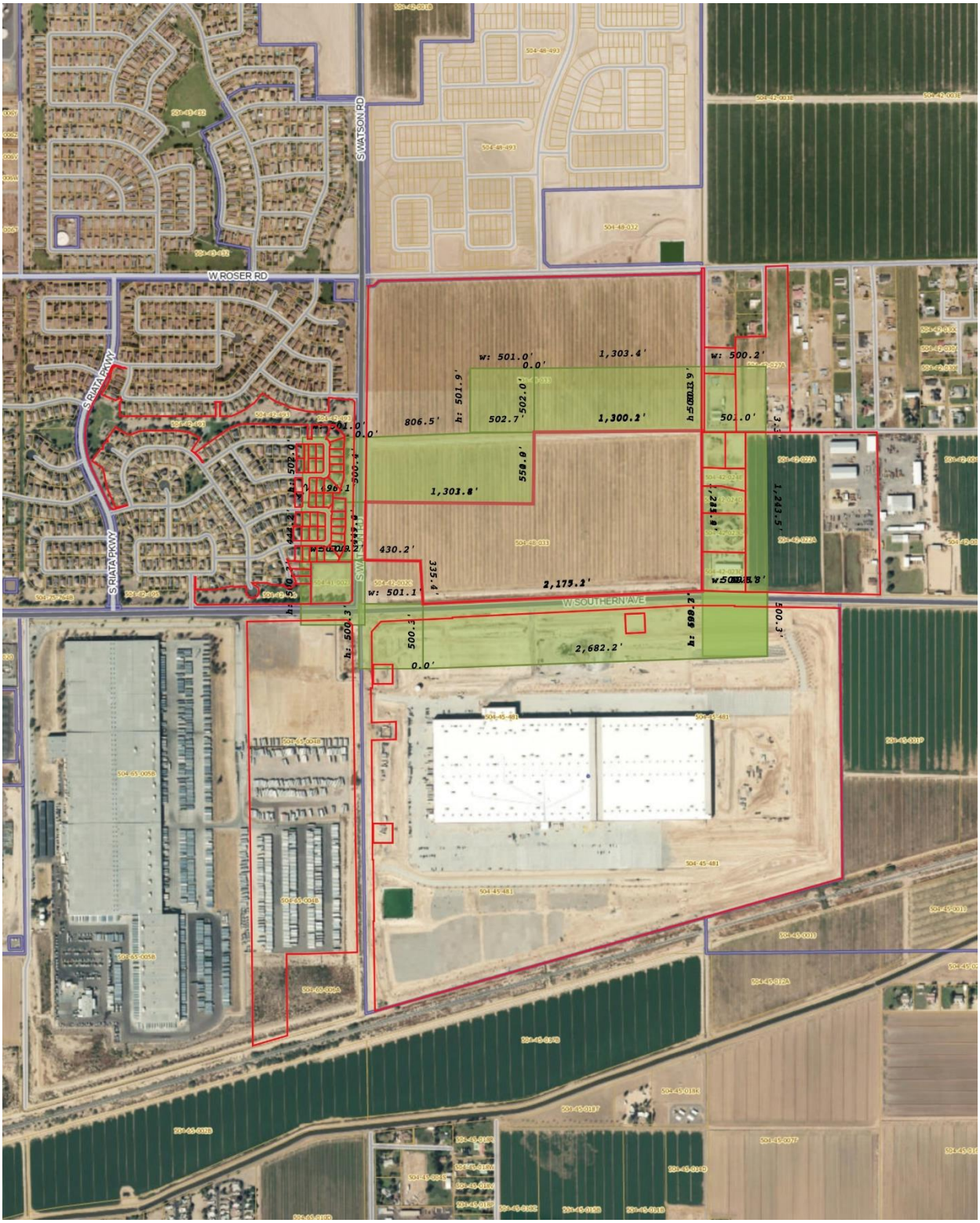


Exhibit G

From: Jennifer Heeter
To: Ken Galica
Subject: rezoning meeting scheduled for 10/8/2024
Date: Friday, September 27, 2024 3:41:51 PM

You don't often get email from ladyjennifer11@gmail.com. Learn why this is important

[**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.]

Good afternoon,

I am writing to you regarding the rezoning meeting for the northeast corner of Watson and Southern Ave. I will not be able to attend this meeting as I will be working that day.

I have concerns as a resident who lives in the Riata West Subdivision. I have noticed a significant increase in traffic on Southern Ave recently. It's impacting the resident's ability to turn left out of the subdivision at times. I can only imagine that creating more industrial buildings in this area will increase traffic further. I was also disappointed in the light pollution that was created by adding the Ross Industrial building on the southeast corner of Southern and Watson. Adding additional light industrial buildings will further impact light pollution.

I understand the need for growth in industry required for the 'largest growing city in Arizona', however, I feel that this growth should be outside of residential areas such as the 303 industrial park. I have lived here for nearly 10 years and thought of moving a few times due to some of the changes near my home. You should take into consideration the nearby residents' thoughts on large projects such as this before they come to fruition.

Thank you for your time and consideration,

Dr. Jennifer Heeter, DNP, APRN, FNP-C, WCC
Riata West Resident
(330) 631-8627

City of Buckeye Planning Commission
530 Monroe Avenue
Buckeye, AZ 85326

RE. Case No. :PLZZ-24-0002

Dear Members of the Planning Commission,
My name is Wayne Kirkpatrick and I am in full support of the proposed rezoning at the Northeast corner of Southern Avenue & Watson Road. I own approximately 5 acres directly adjacent to the proposed site on the east side of 231st Ave. The southern portion of my property is my business and the other half of my property is my dream home which took my wife and I over 4 years to design and build this home.

In the same way that my workshop is the perfect buffer between Southern Avenue and my home, I believe the proposed commercial and light industrial will act as the perfect buffer between Southern Avenue and the Lennar homes that are currently under construction.

I appreciate the buffer between our home on the east side of 231st Avenue and where the buildings will actually start.

Please join me in supporting the requested changes in this proposed rezoning.

Respectfully,

Wayne Kirkpatrick
5823 S. 231st Ave.
Buckeye, AZ 85326

From: autumn stanton
To: Ken Galica
Cc: Tony Youngker
Subject: Lennar Meeting Tonight
Date: Tuesday, October 8, 2024 2:00:55 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.]

Ken, I wanted to reach out regarding the meeting tonight as I am not able to attend due to a surgery I am recouping from. Will you be making a decision tonight or will residents have a chance to speak again on Nov 4th?

I wanted to ask that the City along with the City Council really think about this one. There is already the Walmart, Ross and another warehouse (currently sitting empty) on Southern. Allowing for light industrial is another warehouse as that is what Lennar's intentions are as well (I was at the open house). For residents that drive to this area daily along with residents that use this area as a cut through it is already congested. There are so many truckers that adding another warehouse and truckers to this area is just going to back things up even more. The Ross warehouse and empty warehouse haven't even really opened for business so when you already add all that traffic to it, it makes sense to say no. Light industrial/warehouses need to stick to the outskirts of the City where transportation and routes are available. Even with widening Watson and Southern there still is not enough space for big trucks. There are already so many accidents on the corner of Watson and Southern and now Southern and Apache that the City really needs to implement something better. At what point does the City start to be picky about what rezoning makes sense and what they allow to be built considering the area at which it is built. This area makes no sense to be rezoned as there is residential all around and that is what homeowners consider when purchasing and finding hopefully their starter or forever home in some cases. They do their due diligence, look at what is zoned around and then make their decision according to what they find out for results. Residents look to these areas as a safe haven, their place to relax, unwind and get away from the Hussle and bustle of life. Bringing in businesses and warehouses does that exact opposite. It makes it to where there is no peace, rather just 24-7 congestion. Not to mention what it does for home values and safety. What is it going to take for the City to start hearing their residents. I have many social media reactions and posts I could share that residents are fed up with the infrastructure choices being made (below is a couple however there are more on FB sites that deal with all Buckeye residents). They all have the attitude of why we should even bother going to these meetings because the same couple of people at the city make the decisions not caring what residents show up how anyone feels or when they need to put their foot down. I can share these posts with you. I would say 99% of the residents are not for businesses and warehouses in the residential communities and want the City to start prioritizing us. It is a big deal. Once the area is rezoned and building is up that is it. You can't choose to decide oh we made a mistake. Watson, Southern, Apache, and the surrounding streets are not big enough to sustain a heavily trafficked area. It is in the middle of residential. Businesses, buildings, warehouses and shops should be put in areas that are easily accessible (this area is not). The opening of Watson to the 85 got pushed back so that isn't even a viable help in the near future as well to help ease traffic concerns. Once the new Lennar homes come in totaling close to 1,000 new residents, the Ross warehouse gets in full working condition along with the empty warehouse gets utilized this is going to make Watson, Southern and surrounding streets a nightmare. I truly hope that the City and the lawyers start to consider resident feedback (we live in the areas, drive the streets and are the ones that make Buckeye what it is and listen.

Consider our voice and find alternative solutions. This is not one of them. I am sure this will fall on death ears but hope that it is considered.

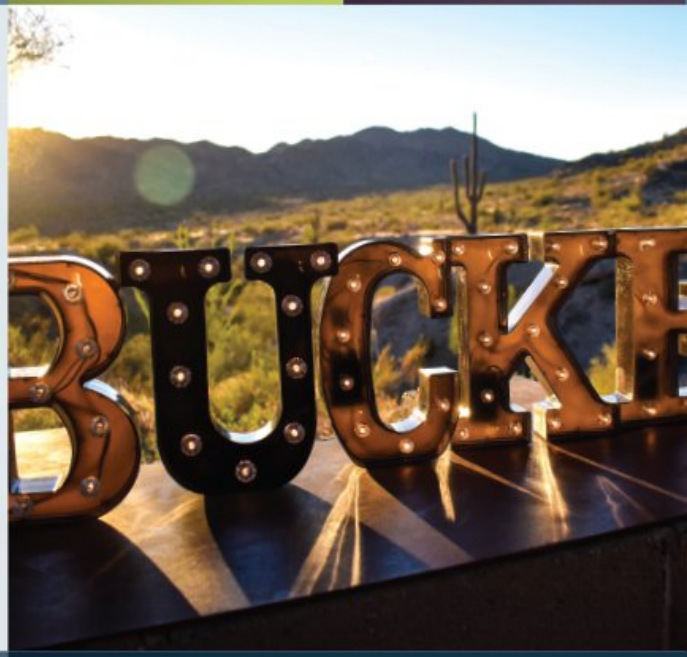
https://nextdoor.com/p/JBY26GbXk33C?utm_source=share&extras=OTA1NzcxMDE%3D&utm_campaign=1728420792021

https://nextdoor.com/p/dh9345nBSxPL?utm_source=share&extras=OTA1NzcxMDE%3D&utm_campaign=1728420899274

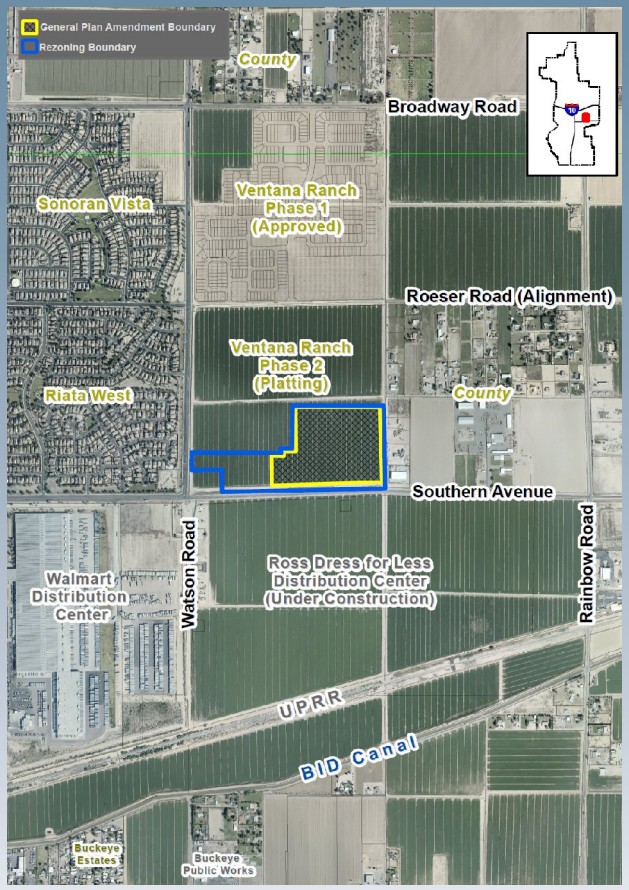
AUTUMN STANTON
EMAIL: ASTANTON21@HOTMAIL.COM
CELL: (623) 293-7673
EFAX: (866) 207-7940

Ventana Ranch 2
Minor General Plan Amendment and Rezoning

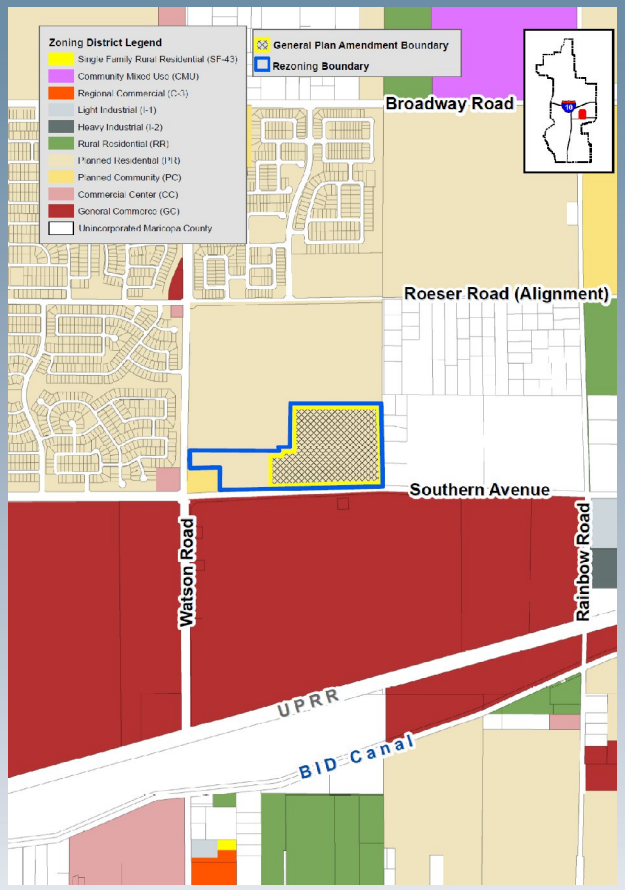
City Council Meeting
November 5, 2024
Cases PLZU-24-0001 and PLZZ-24-0002



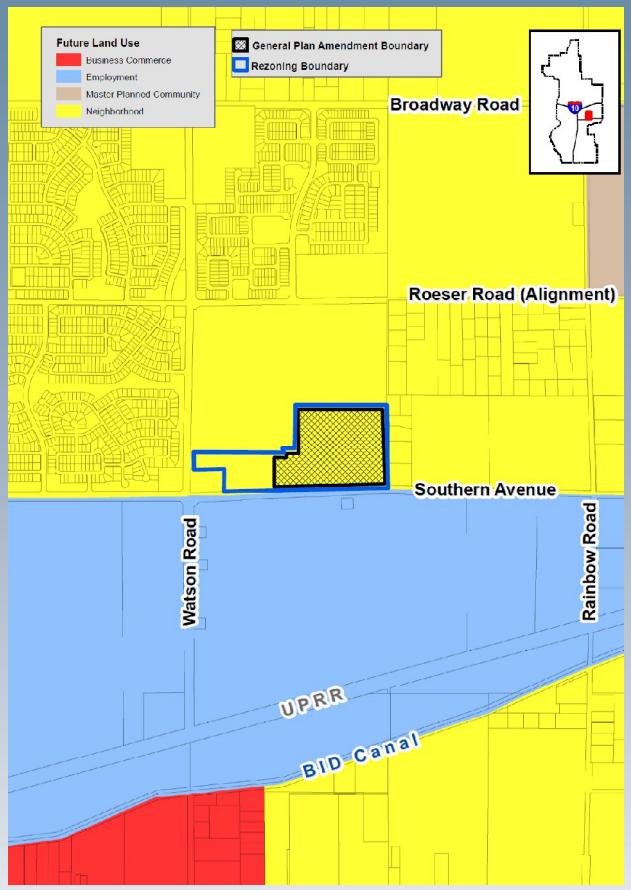
BUCKEYE, AZ
buckeyeaz.gov



Aerial



Zoning Map



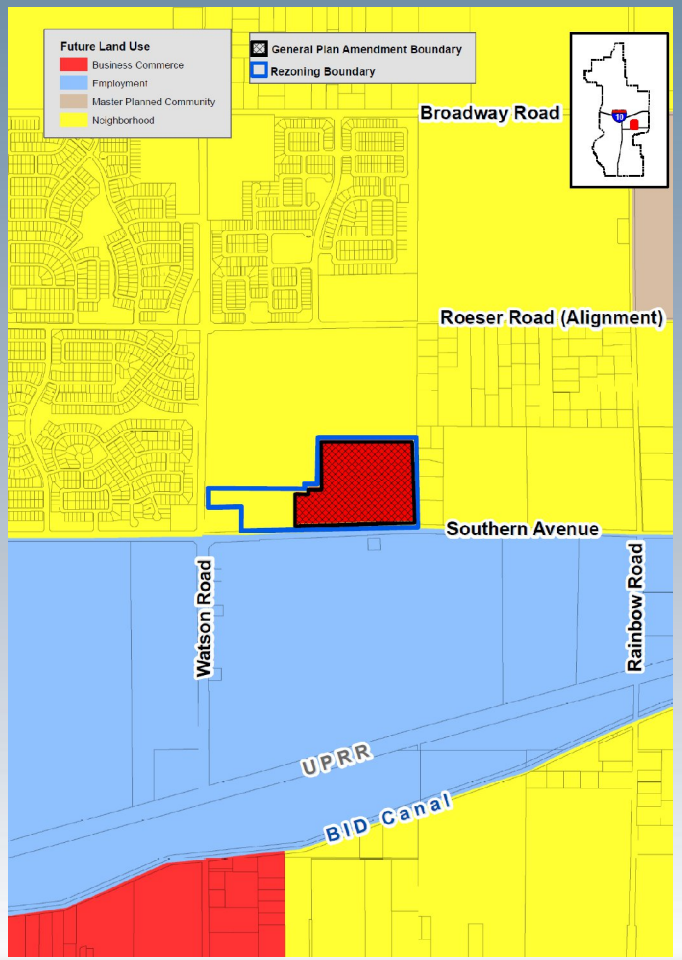
Existing General Plan LU Map

N

BUCKEYE, AZ

Request #1 – Minor General Plan Amendment

- Change land use designation of 43.87 acres from Neighborhood to Business Commerce
- Business Commerce land use: Accommodates development of community and regional serving commercial, office, and business park with an emphasis on walkability to surrounding neighborhoods
- How is Business Commerce different from Employment?



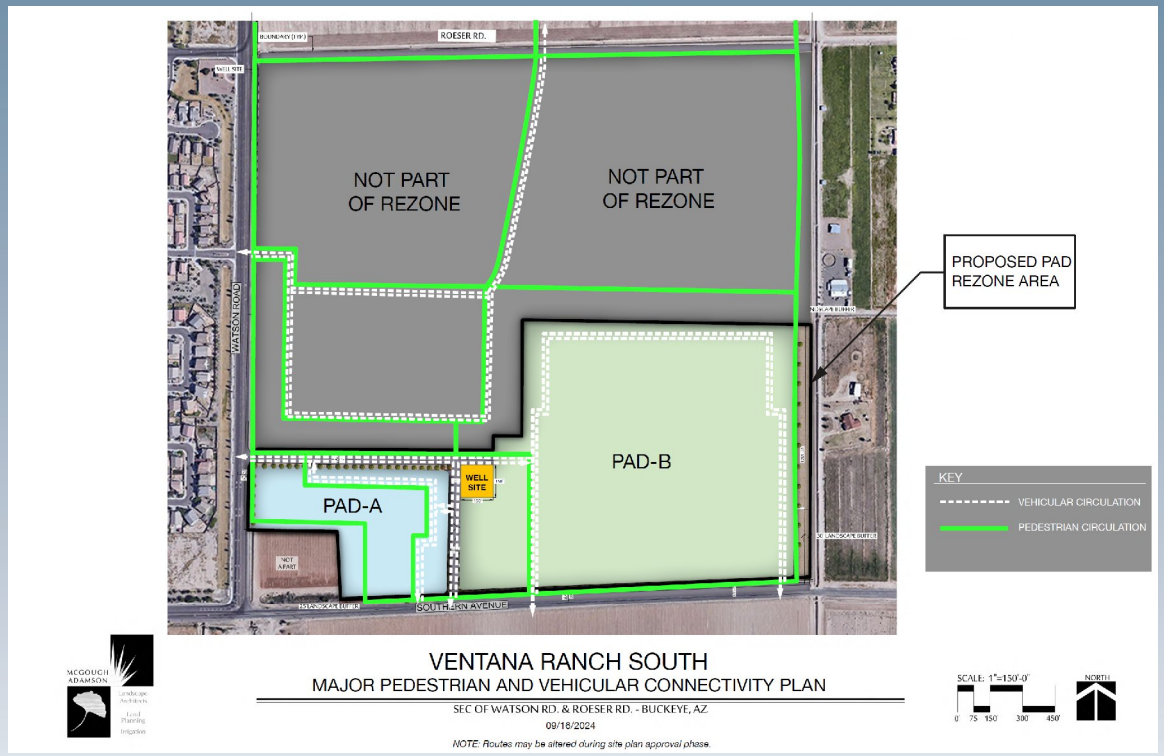
Request #2 – Rezone to Planned Area Development

- Rezone 52.40 acres from Planned Residential (PR) to Planned Area Development (PAD)
- Two distinct subareas
  - PAD-A: Commercial
    - Uses based on C-1 and C-2 districts but more narrowly tailored
    - Development standards based on C-2, no modifications requested
  - PAD-B: Business Park
    - Uses based on BP and I-1 districts but more narrowly tailored; no heavy industrial uses permitted
    - Development standards based on BP with two exceptions



Request #2 – Rezone to Planned Area Development

- Requested PAD-B/BP standard modifications:
  - Maximum building height increase from 50 feet to 65 feet
  - Minimum building setback from residential increase from 50 feet to 75 feet
  - All other standards per code
- Staff has recommended conditions limiting maximum building area and prohibiting cross-dock facilities



Analysis

- PAD is consistent with the Neighborhood and (proposed) Business Commerce land use designations on the site; approval of GPA needed to consider approval of rezoning
- With staff recommended conditions, the GPA and rezone proposals will result an appropriate transition in intensity and scale between large industrial uses south of Southern Avenue and residential uses north of Southern Avenue
- Furthers land use compatibility and economic development related goals in the General Plan and responds to current market trends
- Heavy industrial uses not permitted; enclosed light industrial uses only, not visible from adjacent streets or properties

Analysis (Cont'd)

- Proposed development and design standards consistent with code; height increase is offset by corresponding requirement for greater setback from adjacent residential
- Adequate buffering/setback requirements proposed
- Future site plan review by Planning and Zoning Commission anticipated (required for projects 75,000 square feet or greater)
- Developer to complete adjacent half-street improvements to Watson Road and Southern Avenue
- Property served by City water and sewer; extent of developer improvements needed to be determined with site plan
- No outstanding issues for reviewing departments

Public Participation

- Neighborhood Meeting: August 14, 2024 at Coyote Branch Library
  - Approximately 10 attendees; mixed response to proposals
  - One email from nearby resident opposed to further industrialization of the Southern Avenue corridor due to traffic and light impacts on residents in the area
- All required notices completed in accordance with requirements
  - 500-foot mailing
  - Signs posted on property
  - Legal advertisements in Arizona Republic
- Applicant team also elected to provide door-to-door outreach to owners within mailing radius; not required by City
- Planning & Zoning Commission recommended approval of GPA and Rezoning (subject to staff recommended conditions) on October 8, 2024
  - One resident opposed and one resident in support of project spoke during public hearing

Recommendations

General Plan Amendment (PLZU-24-0001)

APPROVAL

Public Hearing Required

Rezone to PAD (PLZZ-24-0002)

APPROVAL SUBJECT TO CONDITIONS (a) THROUGH (p)

Public Hearing Required

Items must be considered in the order listed above; approval of GPA is required to consider approval of the Rezone

WHEN RECORDED, RETURN TO:

City of Buckeye
ATTN: City Clerk, Lucinda J. Aja
530 East Monroe Avenue
Buckeye, Arizona 85326

RESOLUTION NO. 68-24

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING A MINOR GENERAL PLAN AMENDMENT TO THE IMAGINE BUCKEYE GENERAL PLAN 2040 TO CHANGE THE LAND USE DESIGNATION OF APPROXIMATELY 43.87 ACRES LOCATED AT THE NORTHEAST CORNER OF SOUTHERN AVENUE AND WATSON ROAD FROM NEIGHBORHOOD TO BUSINESS COMMERCE.

WHEREAS, in accordance with Ariz. Rev. Stat. § 9-461.05, the City of Buckeye (the "City") adopted the Imagine Buckeye General Plan 2040, a comprehensive, long-range general plan for the development of the City (the "General Plan"); and

WHEREAS, Ariz. Rev. Stat. § 9-461.06 provides that the City Council may amend the City's General Plan as provided in Ariz. Rev. Stat. §§ 9-461 *et seq.*; and

WHEREAS, the City appropriately noticed this Resolution for public hearing in compliance with Section 8.3.2 of the City's Development Code and Ariz. Rev. Stat. § 9-461.06; and

WHEREAS, the City has provided an opportunity for official comment by public officials and agencies, the county, school districts, associations of governments, public land management agencies, other appropriate government jurisdictions, public utility companies, civic, educational, professional, and other organizations, property owners, and other stakeholders;

WHEREAS, the Minor General Plan Amendment Case PLZU-24-0001 would have the effect of changing the General Plan's land use designation of approximately 43.87 acres of land located at the northeast corner of Southern Avenue and Watson Road from Neighborhood to Business Commerce; and

WHEREAS, approving the Minor General Plan Amendment Case PLZU-24-0001 is consistent with the purpose and intent of the General Plan; and

WHEREAS, the Planning and Zoning Commission recommended the Minor General Plan Amendment Case PLZU-24-0001 for approval on October 8, 2024.

NOW THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Buckeye, Arizona, as follows:

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

Section 2. A paper and electronic copy of the Minor General Plan Amendment Case PLZU-24-0001 which are on file in the Office of the City Clerk and open for public inspection during normal business hours, are incorporated herein by reference.

Section 3. Upon the effective date of this Resolution, the Zoning Administrator is directed to make the appropriate changes to the General Plan to reflect the changes approved in this resolution.

Section 4. The Mayor, City Manager, City Clerk, and the City Attorney are hereby authorized and directed to execute all documents and 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 5th day of November, 2024.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/05/24	**AGENDA ITEM:** 5.B. DS - Ordinance No. 26-24 - Ventana Ranch 2 Rezoning to Planned Area Development (PAD) - Application PLZZ-24-0002
DATE PREPARED: 10/31/24	**DISTRICT NO.:** No. 2
STAFF LIAISON: Ken Galica, Planning Manager, kgalica@buckeyeaz.gov, (623) 349-6214	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Continued / Tabled Items

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
No action will be taken on this item. This item and the accompanying public hearing is continued until the November 19, 2024 Regular Council Meeting. The Public Hearing and Ordinance No. 26-24 is to amend the Zoning Map of the City of Buckeye for approximately 52.4 acres located approximately 450 feet east of the northeast corner of South Watson Road and West Southern Avenue from Planned Residential (PR) to Planned Area Development (PAD).

SUMMARY

PROJECT DESCRIPTION:

William Lally, Tiffany & Bosco, PA, on behalf of property owner Lennar Arizona, LLC, is requesting approval of a rezone of 52.40 net acres located approximately 450 feet east of the northeast corner of Southern Avenue and Watson Road. The applicant is requesting to rezone the property from Planned Residential (PR) to Planned Area Development (PAD) to facilitate development of a mixed commercial project consisting of separate but integrated business park and retail areas.

The proposed PAD structure divides the property into two distinct subareas. Subarea PAD-A is an 11.9 gross acre area wrapping the northeast corner of Southern Avenue and Watson Road, excluding the 3.5-acre parcel at the hard corner that is separately owned and not part of this rezoning request. Per the proposed PAD, this subarea will develop with a customized list of neighborhood-serving uses such as retail, restaurants, and other commercial services based upon the City's Neighborhood Commercial (C-1) and Community Commercial (C-2) districts. To ensure Buckeye develops a diverse range of businesses that meet the needs of its residents, the proposed PAD restricts certain commercial uses that have recently become abundant, like mini-storage facilities and car washes. Development standards in the PAD-A are per the C-2 district, with no modifications requested. The 43.9 gross acre PAD-B subarea is located east of PAD-A, continuing to the eastern edge of the property. The proposed PAD-B subarea would allow for development of a range of business park and light industrial uses including indoor light manufacturing, warehousing, and distribution, based upon the City's Business Park (BP) and Light Industrial (I-1) zoning districts. Heavy industrial uses, such as those permitted within the Heavy Industrial (I-2) district, will not be permitted in the PAD-B subarea. Development standards for PAD-B are based upon the BP district, with two exceptions.

A concurrent request for a Minor General Plan Amendment to change the land use designation of 43.9 acres of the subject property from Neighborhood to Business Commerce is scheduled for review at this same meeting. As the proposed business park component of the project is not supported in the

property's current Neighborhood General Plan designation, approval of this rezoning application may only be considered if the General Plan Amendment request is first approved.

The Planning and Zoning Commission recommended approval of this request and the companion Minor General Plan Amendment on October 8, 2024. Additional information, including staff's analysis of the request, can be found in the attached staff report and exhibits

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BENEFITS:

The General Plan Amendment and companion rezoning are supported (with staff recommended conditions limiting building area and cross-dock facilities), as, in concert, they will:

1. Provide a more appropriate transition between industrial uses south of Southern Avenue and residential uses north of Southern Avenue, in furtherance of General Plan Goal G-3, “Non-residential development is considerate of existing and future adjacent residential uses.”

2. Provide employment opportunities for residents in close proximity to residential neighborhoods, in furtherance of General Plan Goal G-4, “Mixed-use land patterns are developed in appropriate areas throughout the community.

3. Further Economic Development related goals and assist in meeting desired jobs to population ratios outlined in General Plan Policy G-1.8: “The City of Buckeye will encourage commerce and business employment centers that respond to the City’s economic needs and that correspond with Buckeye’s targeted economic sectors.” and General Plan Policy G-7.3 “The City of Buckeye will have an average of one-to-one jobs per household”.

4. Accommodate development of a business park product type that will meet a need not currently met by large scale warehouse buildings or more traditional retail shopping centers.

5. Provide for high quality landscape design and architecture that enhances Buckeye’s aesthetic, with industrial site functions not visible from off property.

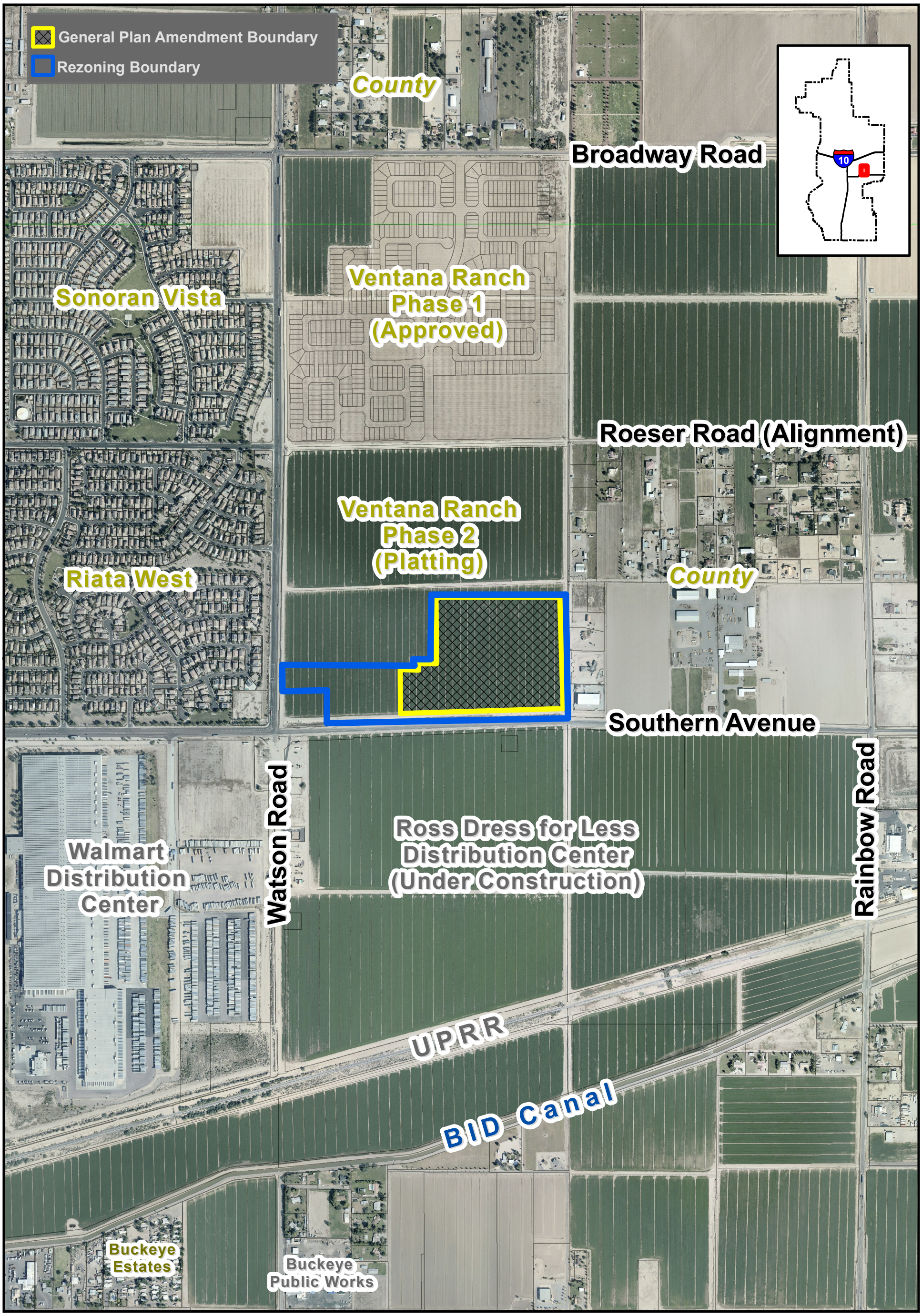
FINANCIAL IMPACT STATEMENT:
Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the city such as permit fees, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Exhibit A - Aerial Vicinity Map.pdf
Exhibit B - Zoning Map.pdf
Exhibit C - Existing General Plan Land Use Map.pdf
Exhibit D - Proposed General Plan Land Use Map.pdf
Exhibit E - Ventana Ranch 2 PAD Rezoning Narrative.pdf
Exhibit F - Ventana Ranch 2 PAD Standards and Guidelines.pdf

Exhibit G - Citizen Participation Report.pdf

Exhibit H - Written Opposition and Support.pdf
Ventana_Ranch_2_GPA___Rezone_-_Council_PPT_11-5-24.pptx
PLZZ-24-0002_Ventana_Ranch_2_PAD_Rezone_Council_Staff_Report_11-5-24.tgh.docx
Ord. No. 26-24 Rezone to PAD.Ventana Ranch VS CLERK EDIT.docx

Exhibit A



VICINITY MAP

PLZU-24-0001 and PLZZ-24-0002

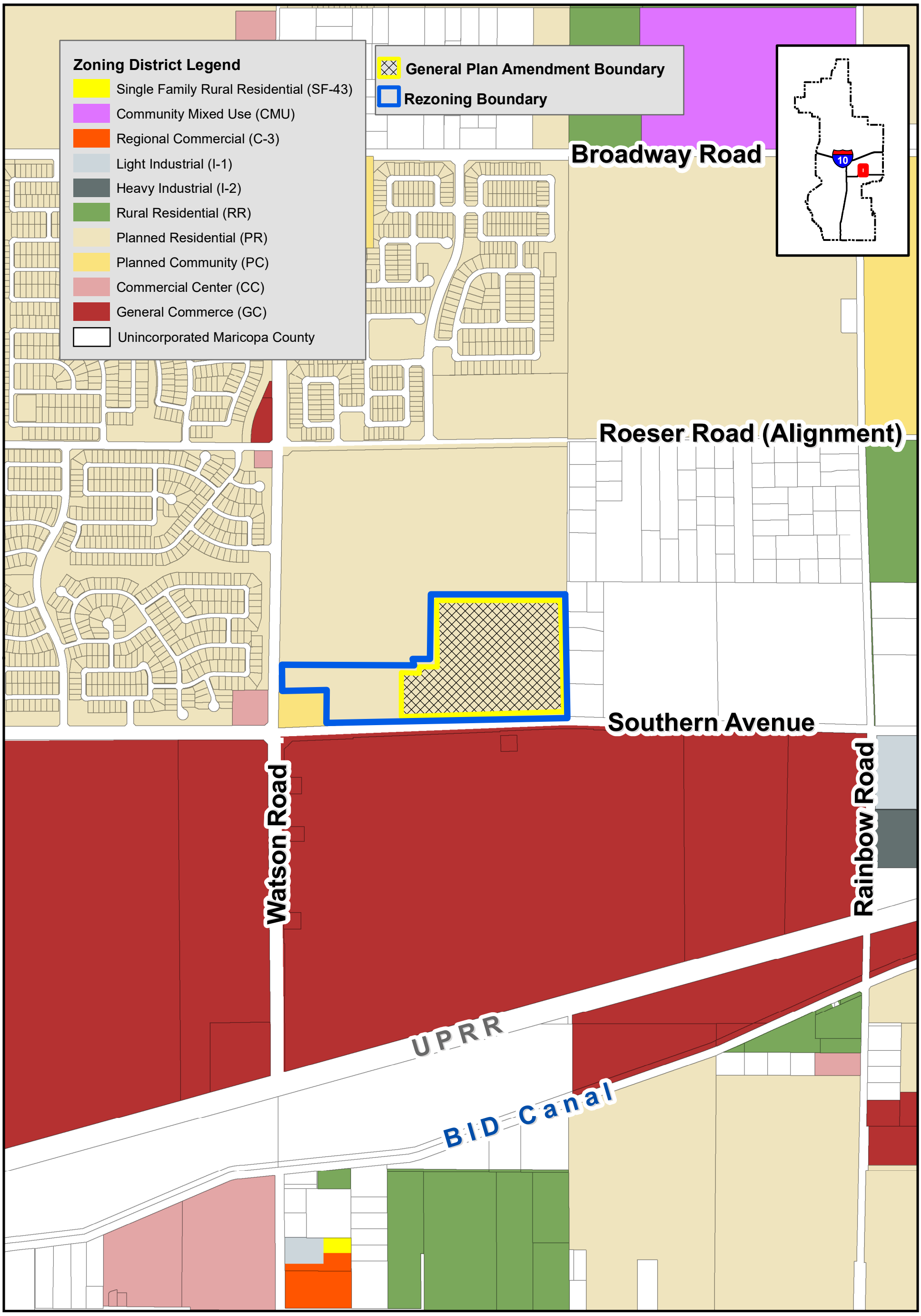
Ventana Ranch 2 Minor General Plan Amendment and Rezoning

City Council District #2

BUCKEYE, AZ

N W E S

Exhibit B



ZONING MAP

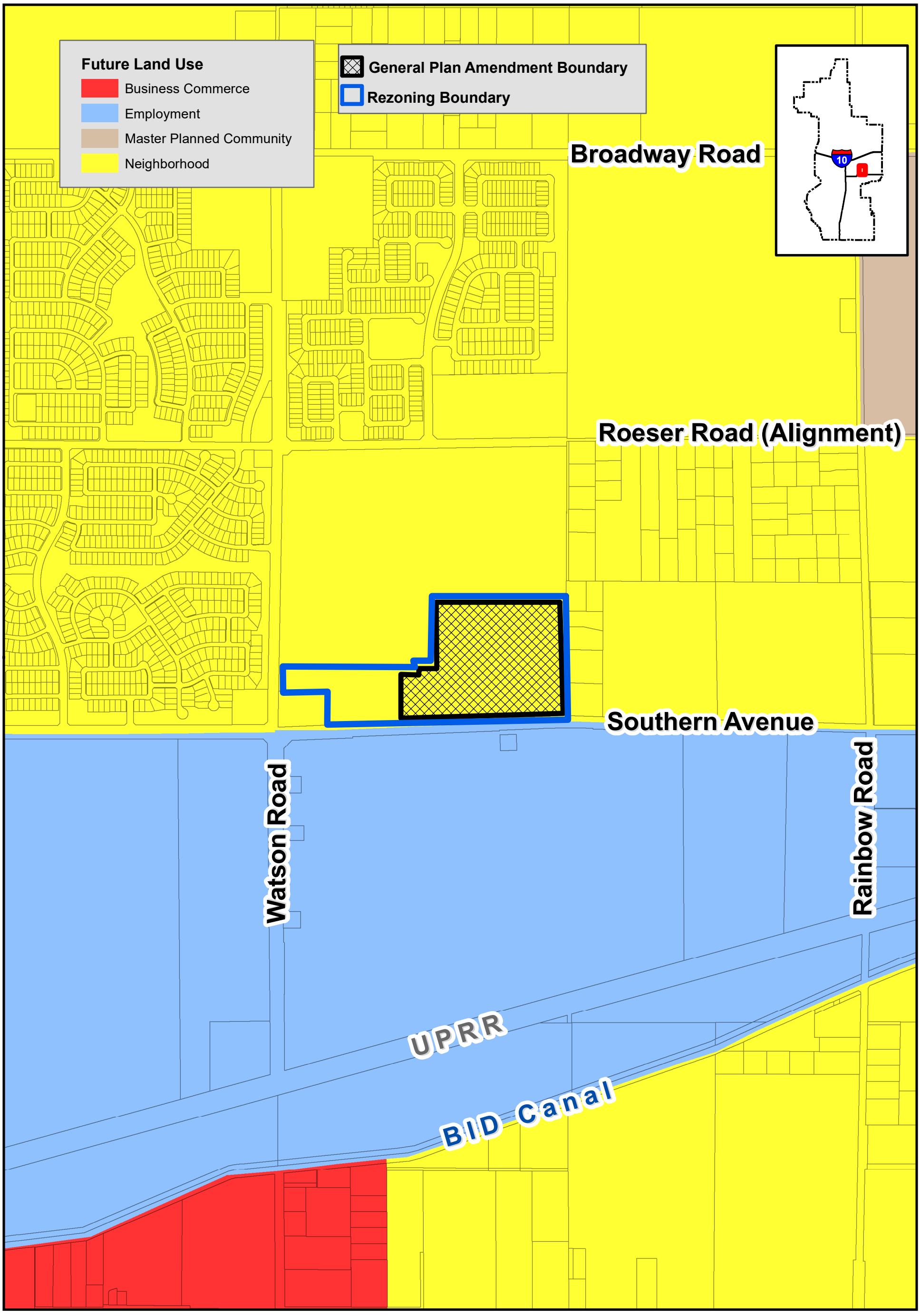
PLZU-24-0001 and PLZZ-24-0002

Ventana Ranch 2 Minor General Plan Amendment and Rezoning

City Council District #2

BUCKEYE, AZ

N W E S



GENERAL PLAN LAND USE - EXISTING

PLZU-24-0001 and PLZZ-24-0002

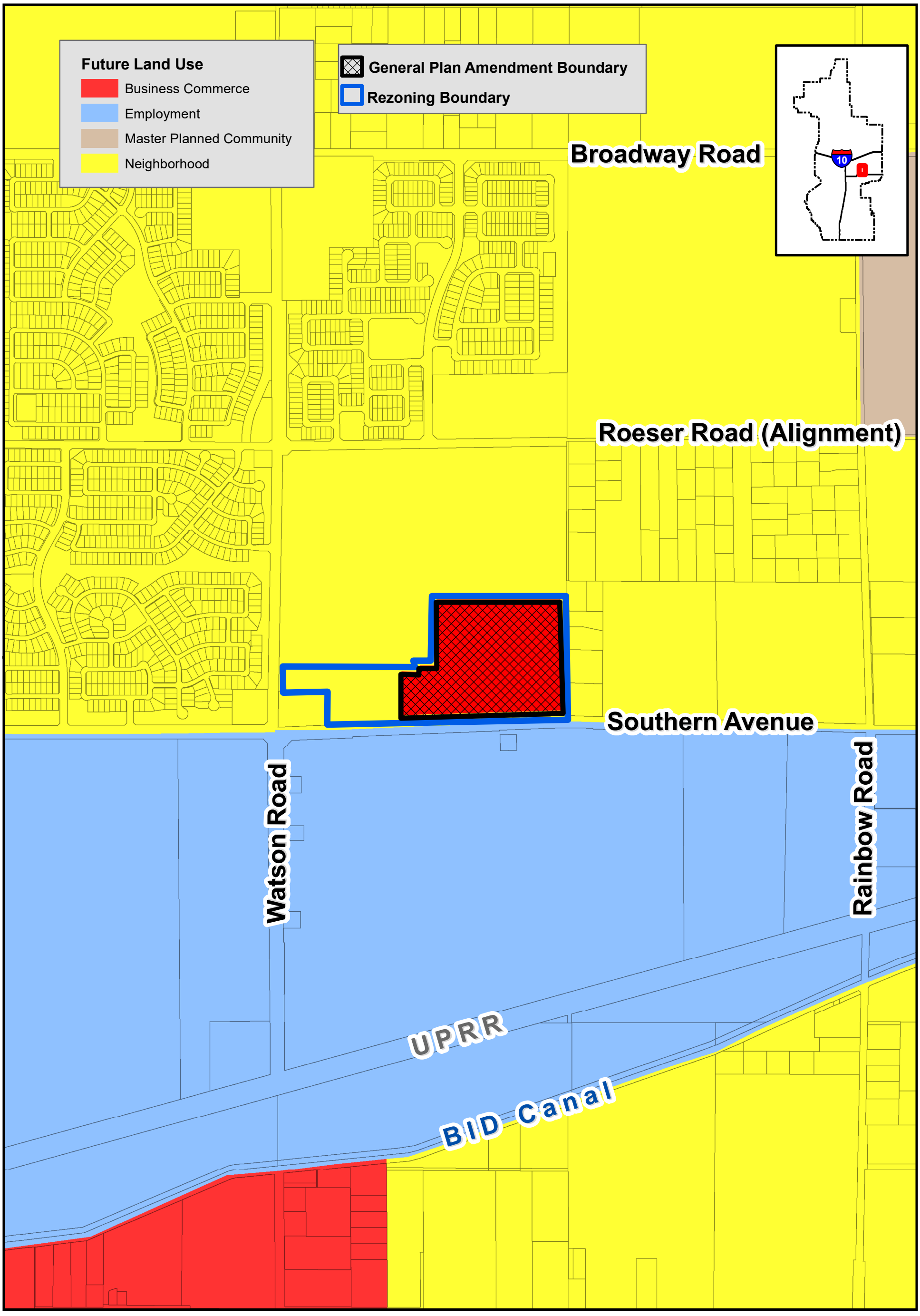
Ventana Ranch 2 Minor General Plan Amendment and Rezoning

City Council District #2

BUCKEYE, AZ

N W E S

Exhibit D



GENERAL PLAN LAND USE - PROPOSED

PLZU-24-0001 and PLZZ-24-0002

Ventana Ranch 2 Minor General Plan Amendment and Rezoning

City Council District #2

BUCKEYE, AZ

N W E S

742

Exhibit E

3R PLZZ-24-0002 RECEIVED JUL 11 2024 WD

PLANNED AREA DEVELOPMENT NARRATIVE: VENTANA RANCH SOUTH PAD

Northeast Corner of

W Southern Avenue and S Watson Road

Submitted for: Lennar

Case No.: PLZZ-24-0002

SUBMITTED: February 13, 2024

SECOND SUBMITTAL: June 7, 2024

THIRD SUBMITTAL: July 11, 2024

I. PROJECT PROFILE

Project Name	Lennar Ventana South
Property Owner	Lennar Arizona, LLC an Arizona limited liability company
Assessor Parcel Numbers	504-48-033, a portion
Project Location	NEC of Southern Avenue & Watson Road
Project Area	55.05± acres (gross)
Current Zoning	Planned Residential (PR)
General Plan (current)	Neighborhood
General Plan (proposed)	11.18± acres to remain Neighborhood 43.87± acres to Business Commerce

Development Team

Owner	Lennar Arizona, LLC 1665 W Alameda Dr. Tempe, AZ 85282 T: 602-595-2600 Contact: Vickey Morris, SR Project Manager
Attorney	Tiffany & Bosco, PA 2525 E. Camelback Rd. Suite 700 Phoenix, AZ 85016 T: 602-452-2716 Contact: William E. Lally, Esq.
Civil Engineers	Stantec 3133 West Frye Road, Suite 300 Chandler, Arizona 85226-5155 T: 602 977-8075 Contact: Daniel Pottinger

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Exhibit C – General Plan Land Use Map
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Exhibit E – City of Buckeye Annexation Map
Exhibit F – Rezoning Exhibit
Exhibit G – PAD Planning Area
Exhibit H – Neighboring County Parcel
Exhibit I – Use Table
Exhibit J – Proposed Well Site

II. INTRODUCTION

Tiffany & Bosco, P.A. (“Applicant”), on behalf of the Lennar Arizona, LLC an Arizona limited liability company (“Owner”), is filing this application requesting to rezone 55.05± acres (gross), generally located north of Southern Avenue and east of Watson Road on the northeast corner of this same intersection, currently located within the City of Buckeye (“City”). The property is identified by Maricopa County Assessor parcel number 504-48-033, and the rezone application pertains to the southern 55.05± acres of the parcel. (the “Property”); see ***EXHIBIT A – Regional Context Aerial.***

The Property is currently undeveloped and utilized for agriculture purposes, owned by Lennar. The City’s 2040 General Plan currently designates the entire Property for Neighborhood uses. A related Minor General Plan Amendment (“Minor GPA”) accompanies this request to change the future land use designation of 43.87± acres (SEC of APN 504-48-033) to Business Commerce, which is to run concurrently with this rezone proposal. The Business Commerce land use designation supports the proposed service, office and light-industrial uses, planned for the southeast corner of the property. It should be noted that the remaining 92.91± acres of the overall parcel will retain the Planned Residential zoning. Lennar, the owner and developer of the remainder of the parcel is seeking to develop of single-family, attainable/workforce housing for future City residents, while providing a compatible non-residential proposal along Southern Avenue, which has a significant employment core directly to the south.

The proposed rezoning will allow for office, manufacturing, light-industrial, retail, service and other commercial uses, which promote vital economic opportunities while remaining sensitive to existing and the future planned single-family residential. This proposal meets many of the City’s General Plan and economic development goals. The intention of the proposal is to create a minor amendment to the City’s General Plan’s goals and policies while meeting certain land use transition and economic goals.

III. PROPERTY DESCRIPTION

Current Site Description, General Plan Designation, and Zoning

The Property is directly wedged between residential and industrial developments. ***(See attached EXHIBIT B – Context Aerial Map)***. The adjacent properties to the south and southeast already have industrial zoning with the City’s obsolete General Commerce zoning. The northern half of the parcel (92.91± acres) will remain zoned PR - Planned Residential and Lennar plans to develop this portion with attainable/workforce housing concepts. Properties across Watson Road to the west are also zoned Planned Residential with the hard southwest corner of Southern Avenue and Watson Road being zoned Commercial Center (“CC”), a now obsolete commercial zoning district. There is currently a site plan application in review by the City for a gas station and convenience store on the CC zoned parcel, across Watson Road. The proposed PAD rezone request is an appropriate way to transition the zoning designation from the south side of Southern Avenue (General Commerce) with the Planned Residential to the north, of the subject Property. This PAD

rezone would align the PAD-A zoned area with the commercial zoning across Watson Road. This proposed rezone will provide existing and future residents within the area, an appropriate commercial and light-industrial zoned portion on the northern portion of Southern Avenue. The proposed change in land use will create a transition from the large industrial uses on the southern half, further demonstrating this gradual blend of use intensities from south to north.

As illustrated in ***EXHIBIT B – Context Aerial Map*** attached, the Property is comprised of a portion of one (1) vacant parcel. The Property is currently zoned PR in the City of Buckeye. The Property is identified in the City General Plan with a land use designation of Neighborhood. ***(See attached EXHIBIT C – General Plan Land Use Map)****.* The property owner, also owns land to the north, known as Ventana Ranch Phase I, single-family residential homes.

Vicinity Information

The Property is predominantly surrounded by residential (City of Buckeye and Unincorporated Maricopa County) and industrial uses. ***(See attached Exhibit E - City Annexation Map*)**. The following is the surrounding land use context:

- North:
  - Ventana Ranch Phase II, a proposed single-family subdivision, currently in the Platting phase. Then Roeser Road & Lennar Ventana Ranch Phase I a single-family subdivision currently under construction.
    - Jurisdiction – City
    - Properties to the north of Roeser Road include Ventana Ranch Phase I, single-family residential under construction.
    - These properties are zoned PR – Planned Residential and designation for Neighborhood land uses.
- East:
  - Undeveloped S 231st Avenue then parcels within Maricopa County
    - Jurisdiction – Unincorporated Maricopa County
    - These are a combination of single-family residential lots, agricultural, industrial uses and other non-residential uses utilizing the County's RU-43 zoning which allows for many non-residential uses.
- South:
  - Southern Avenue, then large light-industrial uses
    - Jurisdiction – City
    - This property to the south is owned by Ross Dress for Less which is under development, and will serve as a warehouse and distribution center for the brand.
    - This property is zoned obsolete General Commercial and in the Apache Rainbow Employment Overlay District, and the 2040 City General Plan designates it as Employment. Industrial land uses are allowed by right within the GC zoning district.

- West:
    - APN 504-42-002C (hard SEC of Southern & Watson)
        - Jurisdiction – City
        - This property to the west is undeveloped, bare land.
        - This property is zoned PC- Planned Community.
    - Watson Road then APN 504-41-002J
        - Jurisdiction – City
        - This property to the west is undeveloped, bare land.
        - This property is zoned CC- Commercial Center.
    - Watson Road then the subdivision known as Riata West
        - Jurisdiction – City
        - Riata West is an 888 single-family home subdivision.
        - These properties are zoned PR – Planned Residential and designation for Neighborhood land uses.

Topography

There are no significant topographical or natural features of the Property. The Property is undeveloped land currently used for agriculture. Preliminary Grading and Drainage Reports will be provided to the City for review and analysis at the appropriate time.

Current Circulation

Southern Avenue borders the majority of the south side of the Property, Watson Road borders a small portion of the proposed commercial frontage to the west. The Property's location allows for multiple future access points from each arterial and provides future site users the means to access the SR-85 approximately 4-miles east of the Property, as well as access to I-10 to the north along the Watson Road corridor. Onsite circulation and future access drives will be determined at the time of site plan review. The developer will work with the City to ensure that all required right of way dedications are met. In order to promote live/work community, pedestrian and vehicle interconnectivity will be incorporated into the site design. Future development will include site plan, infrastructure planning and traffic study submittals for review, access to the site will be addressed during that time.

IV. DESCRIPTION OF THE REQUEST

The requested zone change to PAD, proposes to allow for a mix of office, manufacturing, light-industrial, retail, restaurant, neighborhood services and other commercial uses. ***EXHIBIT F – Rezoning Exhibit*** The PAD is broken up into two (2) planning areas, the southwest corner PAD-A (11.18± acres) and PAD-B on the southeast corner (43.87± acres) of APN: 504-48-033. ***EXHIBIT G – PAD Planning Areas.*** This will allow for the development of new mixed-use area, which supports the existing surrounding residential, and employment uses. The proposed rezone will provide a positive economic impact to the immediate area,

by supporting the larger employment core south of Southern Avenue. The proposed planning area, PAD-A will provide for neighborhood and employee supported uses for the immediate area. Allowing for retail, restaurants, and service uses in the proposed commercial area, will result in a reduction of trips from surrounding existing and future residential homes. The proposed PAD-B area will provide office, light-industrial and other employment opportunities to the area.

The proposed mixed-use area will create a natural buffer and transition from the large scale industrial, on the south side of Southern Avenue to the Residential zoning, north of the Property. The employment user directly south of Southern Avenue is a 1.7 million square foot facility that dominates the Southern Avenue streetscape. The business and commercial uses will not only serve the surrounding community's residents and employees, but also create an appropriate land use transition from these massive structures. This proposed rezone will further support the City of Buckeye's "Reverse the Commute" initiative which focuses on providing employment to residents within city limits.

This proposal for "PAD-A" and "PAD-B" uses on the southern 55.05± acres of the parcel, allows for a natural transition from large, 2-million square foot, light-industrial buildings (south of property) to single-family residential (north of property). In order to be able to achieve this transition, without having negative impacts on either existing use to the north or south, a non-residential use is required on the Property. The proposed building size on PAD-B will be capped at 200,000 SF or less, with one (1) building permitted at a maximum size of 450,000 SF, which is one fourth the size of the industrial building directly to the south. The future buildings will not have any adverse effects on the surrounding properties, as thoughtful placement and orientation of the buildings will be taken into consideration when site planning the commercial and light-industrial portion of this development.

The closest, existing residential zoning are the county parcels to the east. The proposed light-industrial buildings on the site will be buffered from the adjacent county lots by landscaping and an existing irrigation canal. Loading docks will be screened from arterial roadways and residential uses, by using adjacent buildings, and a combination of berms, landscaping, and walls. All cross-docks with be internal facing, with any bays facing Southern Avenue will be screed by the above methods, preventing any visibility from the right-of-way. Although the properties to the east have Maricopa County Residential zoning, the immediate parcel at the southwest corner of W Southern Avenue and S 231st Avenue the use is a trucking company with outdoor storage. See **EXHIBIT H** – **Neighboring County Parcel**.

This mixed-use proposal promotes the possibility of a live/work community, which provides amenities, retail, and employment within walking distance of a resident's home. The Property's proximity to major access routes and nearby future compatible employment opportunities, provide complementary uses in this area of Buckeye. Because of the uniqueness of this parcel's location and the abutting land designations to it, the logical zoning is, PAD. The purpose of the PAD zoning will allow for appropriate uses on this transitional site. To see uses permitted, refer to ***EXHIBIT I – Use Table***.

Development Standards

When creating the development standards for this PAD, C-2 was utilized for PAD-A and Business Park (BP) and Light Industrial (I-1) were all taken into consideration for PAD-B.

Please see the below table comparing PAD-B and the City of Buckeye's standards for I-1 and BP. For PAD-B, the majority of standards below utilized the BP code. However, I-1 had a greater setback for residential, and given the adjacent uses to the north and east are comprised of existing and future single-family homes, this setback standard is appropriate. Because of the greater setback being utilized for adjacent residential, the lot coverage is at 80%.

Property Development Standards	**PAD-B**	**BP**	**I-1**
Lot Coverage Maximum (percent)	80	70	80
District Size minimum (acres)	15	15	-
Minimum Setback Front (ft.)	Setback from peripheral property line: 25 Adjacent to residential district: 75	Setback from peripheral property line: 25 Adjacent to residential district: 50	Adjacent to arterial - 40 All others - 20
Minimum Setback Side (ft.)			Adjacent to residential district - 75 Adjacent to rail ROW — All others - 20
Minimum Setback Rear (ft.)			Adjacent to residential district - 75 Adjacent to rail ROW — All others - 20
Maximum Building Height (FT)	65	50	55 at setback; increase 1 ft for every 3-ft in additional setback to a max of 120

Conceptual Site Plan

A conceptual site plan is not included with this rezoning request. The Owner acknowledges that any future site plan process will need to address City codes and policies and be submitted under separate application for Planning and Zoning Commission approval.

V. Utilities and Services

Source of Water/Wastewater Management

The refuse service provider will be private. Sewer and water will be provided by the City of Buckeye. The owner of the property intends to donate land for a future well site (well site #2) to the City of Buckeye for development by the city, solely at the city's cost. The well site has been determined and the City's water department has agreed to the location. See ***EXHIBIT J – Proposed Well Site***.

Fire and Police Protection

Fire and police protection services will be provided by the City of Buckeye. Nearest police station is located at 1101 Ash Avenue (approx. 1.5 miles from site) and nearest fire is at 404 Miller (approx. 2.7 miles from site)

Streetlight Improvement District (SLID)

A SLID has been formed that incorporates the entire properties of this development.

VI. CONFORMANCE WITH CITY OF BUCKEYE GENERAL PLAN

The proposed rezone and development will further the goals and policies of the City 2040 General Plan.

Goal G-2.1: *New development should provide appropriate buffers, lot sizes, and / or setbacks when adjacent to existing residential uses. Specifically, new subdivisions should be designed with adequate transitions to existing subdivisions and land uses.*

This parcel (APN 504-48-033) is directly wedged between large industrial uses on the south side of Southern Avenue, and single-family residential (Lennar Phase I) to the North. The proposed overall development of the parcel, allows for appropriate lot sizes for the single-family residential (Ventana Ranch Phase II), and the commercial and industrial portion acts as a natural transition of uses to the large light-industrial to the south. Each use will provide appropriate buffers and setbacks, so there are no adverse effects to adjacent existing and new subdivisions.

Goal G-3.4: *Within Neighborhood designated areas, commercial development should only take access from a major collector or higher street class.*

The land use designation for proposed commercial development is Neighborhood. The proposed commercial development access is from S Watson Road and W Southern Avenue.

Goal G-4: *Mixed-use land patterns are developed in appropriate areas throughout the community.*

This mixed-use proposal is located in-between single-family residential to the north, east and west, and large developments of light-industrial uses to the south, which results in heavy traffic along Southern Avenue. This mixed-use development is located in an appropriate area

and provides natural transitions between uses and provides services and employment to the existing subdivisions north of Southern Avenue.

Goal G-7: *Buckeye has a strong employment base providing a range of job opportunities with competitive salaries.*

Designating land on the north side of Southern Road (opposite a current Employment designation) for employment and commercial type uses is key to attracting employers to sustain a healthy and versatile mix of jobs for the City. Providing a Commercial and Light Industrial transition area between existing Industrial and Residential is also sound planning for the residents of Buckeye and success for future economic development within the City.

Policy G-7.3: *The City of Buckeye will have an average of one to one jobs per household.*

Allowing for the parcel to not be developed solely for residential, and by creating commercial and industrial zones, the proposed rezone will further support meeting the average of one to one jobs per household goal. The commercial and industrial land use categories will also provide a variety of employment opportunities.

Policy G-11.3*: The City of Buckeye should actively pursue mid- and large-sized local, regional, and national companies that enhance the employment base and offer salaries above the regional average.*

Offering employers property in prime locations, with Commercial and Industrial options, is key to attracting companies that can enhance the employment base. The Property is in the right location and right size to meet this land use policy.

Goal G-14: *Buckeye has low unemployment, is economically stable, and has a high standard of living.*

Providing for appropriately placed Employment land use designations will ensure the City maintains low unemployment among its residents. The zoning district requested will enhance this area and provide added stability to the local economy by adding jobs and income for the City.

Policy G-14.1: *The City of Buckeye's economic development strategic plan should focus on the attraction of 'Base' industries, or industries that export goods and services to out-of-state customers, thereby bringing new money into Buckeye.*

As stated above, the location of the Property makes it a perfect opportunity to attract industries that export goods to in-state and out-of-state customers by utilizing the transportation corridor with SR-85 to the east and eventually I-10 to the north.

Goal G-17.4: *The City of Buckeye should encourage mixed-use residential/commercial projects to include livework and work-live units where housing and offices or other commercial uses are compatible.*

This mixed-use proposal promotes the possibility of a live/work community, which provides compatible commercial uses with amenities, retail, and employment within walking distance of a resident's home. The Property's proximity to major access routes and existing residential subdivisions, support walkability and livability in this area of Buckeye.

VII. CONCLUSION

The proposal plans a unique vacant property wedged between significant employment uses to the south, single-family residential properties to the west and north and a mixture of residential and industrial type uses to the east. The proposed PAD rezone application will provide the basis for a future high quality commercial, business, employment, and neighborhood services for the immediate area and will provide economic opportunities for the City and its residents. Incorporating a mixture of uses at the southern portion of the larger vacant parcel creates a logical land use transition from all of the existing surrounding uses. The proposed PAD zoning is placed along the majority of the Southern Avenue frontage to buffer the future residents to the north, from the massive employment uses on the south side of Southern Avenue. The PAD-B area zoning is positioned on the Property so as to not impact the existing residential neighborhoods to the north, west, and east. The City recognized the need for employment opportunities on the south side of Southern Avenue, and there should be an appropriate transition of uses and buffering when developing the future residential communities to the north.

The proposal seeks to solidify appropriate zoning to the single-family subdivisions planned by the same developer, Lennar. Lennar is working with first-class developers for the commercial and industrial uses. These developers understand the need for quality design and sensitive buffers to the existing and proposed residential uses nearby. The anticipated development will feature quality building design incorporating necessary landscaping and buffering. Future development will result in positive economic impacts for the immediate area and the entire City of Buckeye.

EXHIBIT A

Regional Context Aerial Map

(on following page)

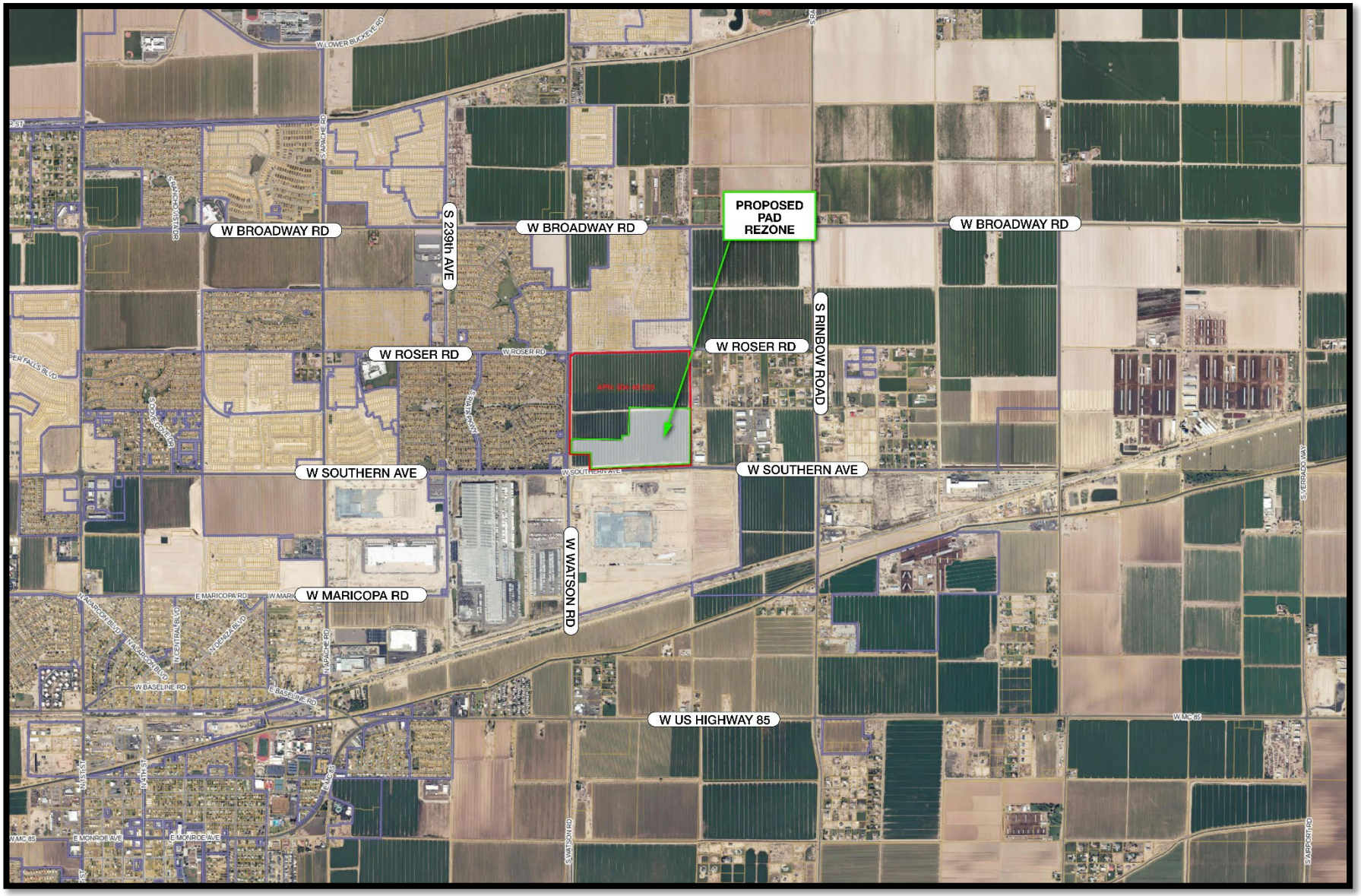


Exhibit A – Regional Context Aerial Map

NEC of Southern & Watson

TIFFANY & BOSCO P.A.

EXHIBIT B

Context Aerial Map

(on following page)



Exhibit B – Context Aerial of Property Map

NEC of Southern & Watson

EXHIBIT C

General Plan Land Use Map

(on following page)

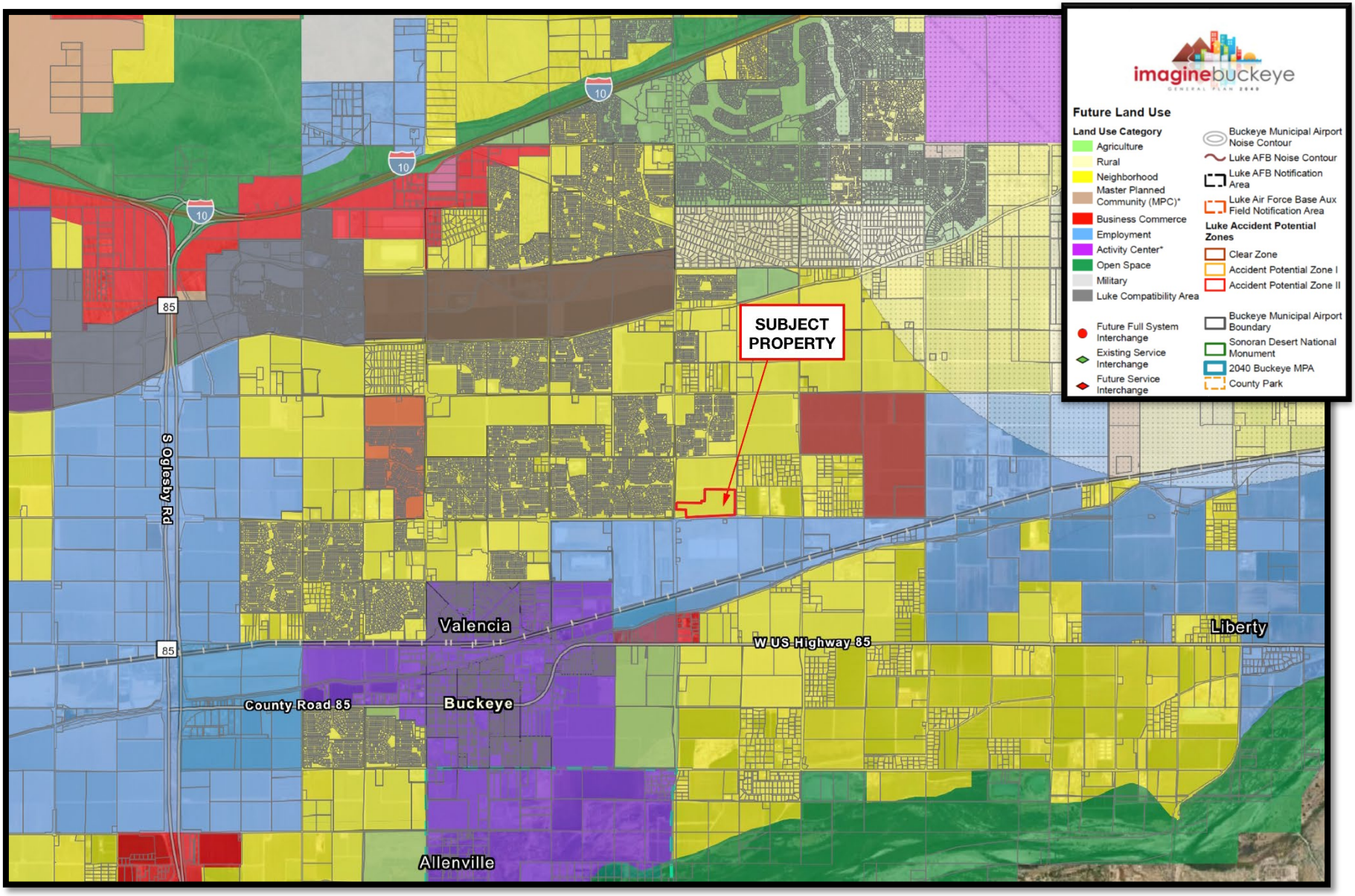


Exhibit C – Existing General Plan Land Use Map

NEC of Southern & Watson

TIFFANY & BOSCO P.A.

EXHIBIT D

Proposed General Plan Land Use Map

(on following page)

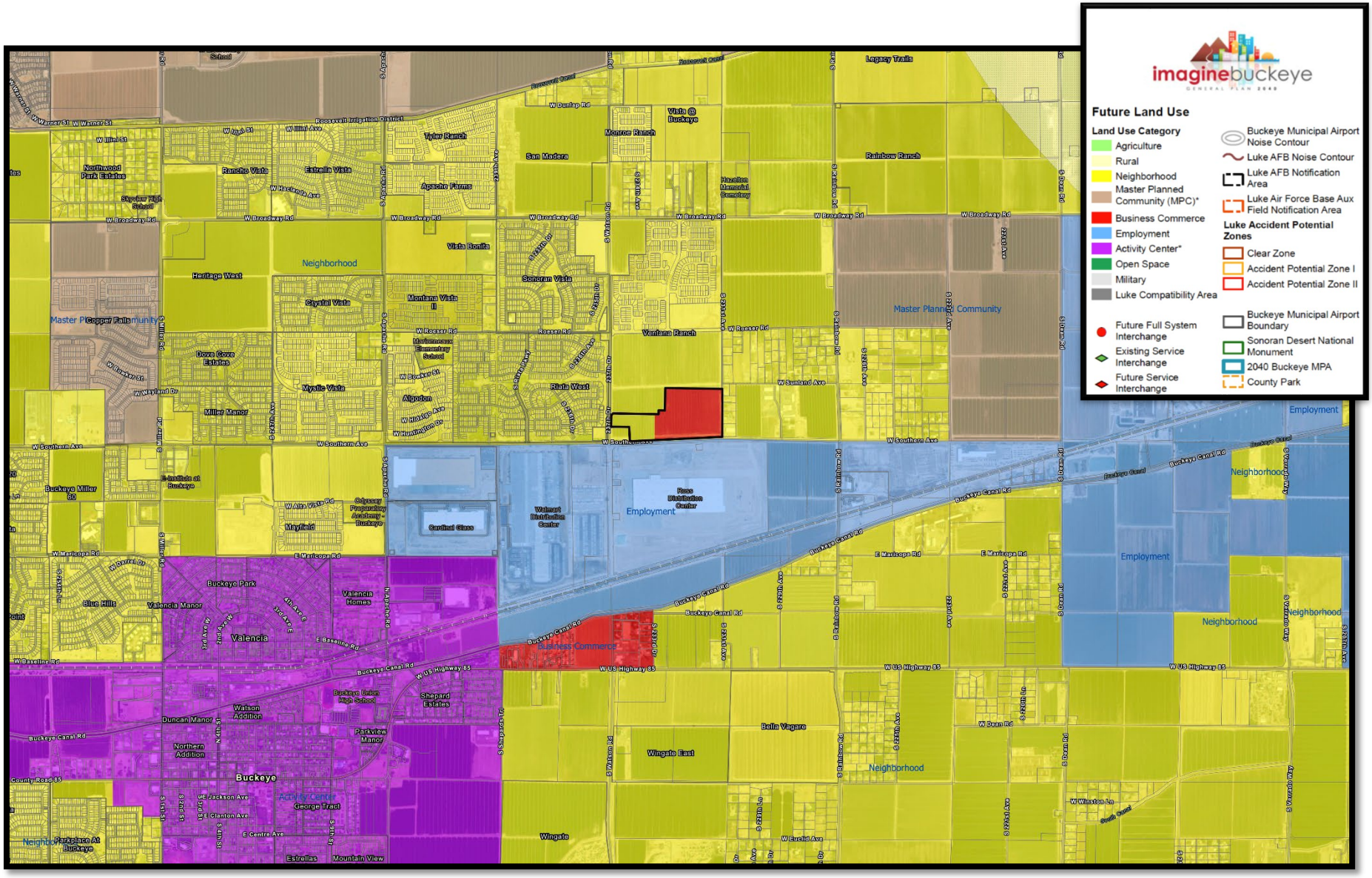


Exhibit D – Proposed Existing General Plan Land Use Map

NEC of Southern & Watson

TIFFANY & BOSCO P.A.

EXHIBIT E

City of Buckeye Annexation Map

(on following page)

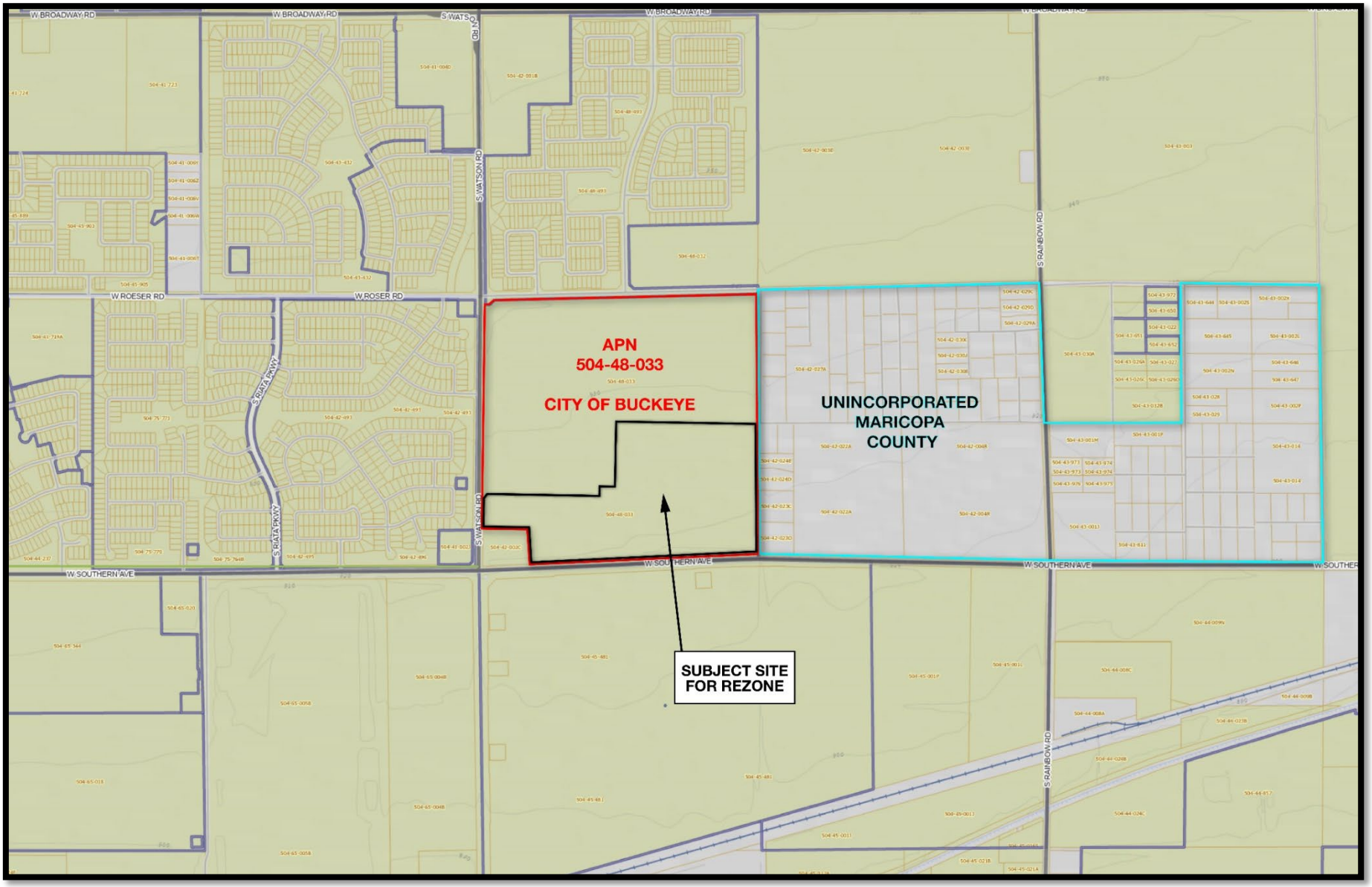


Exhibit E – Maricopa County Annexation Map

NEC of Southern & Watson

TIFFANY & BOSWORTH P.A.

EXHIBIT F

Rezoning Exhibit

(on following page)

Existing Zoning

Proposed Zoning

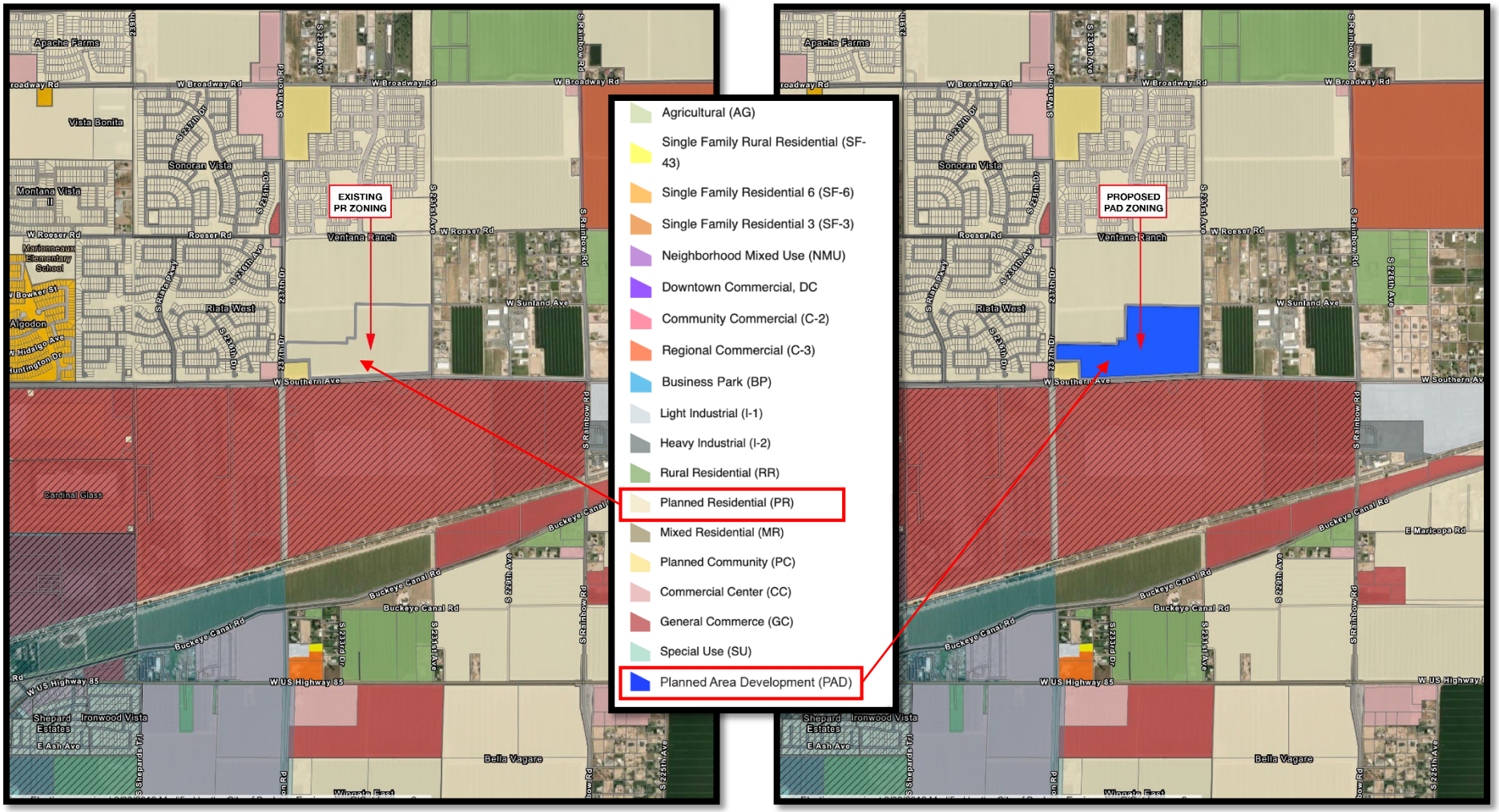


Exhibit F – Rezoning Exhibit

NEC of Southern & Watson

EXHIBIT G

PAD Planning Areas

(on following page)



Exhibit G – PAD Planning Areas

NEC of Southern & Watson

EXHIBIT H

Neighboring County Parcel

(on following page)

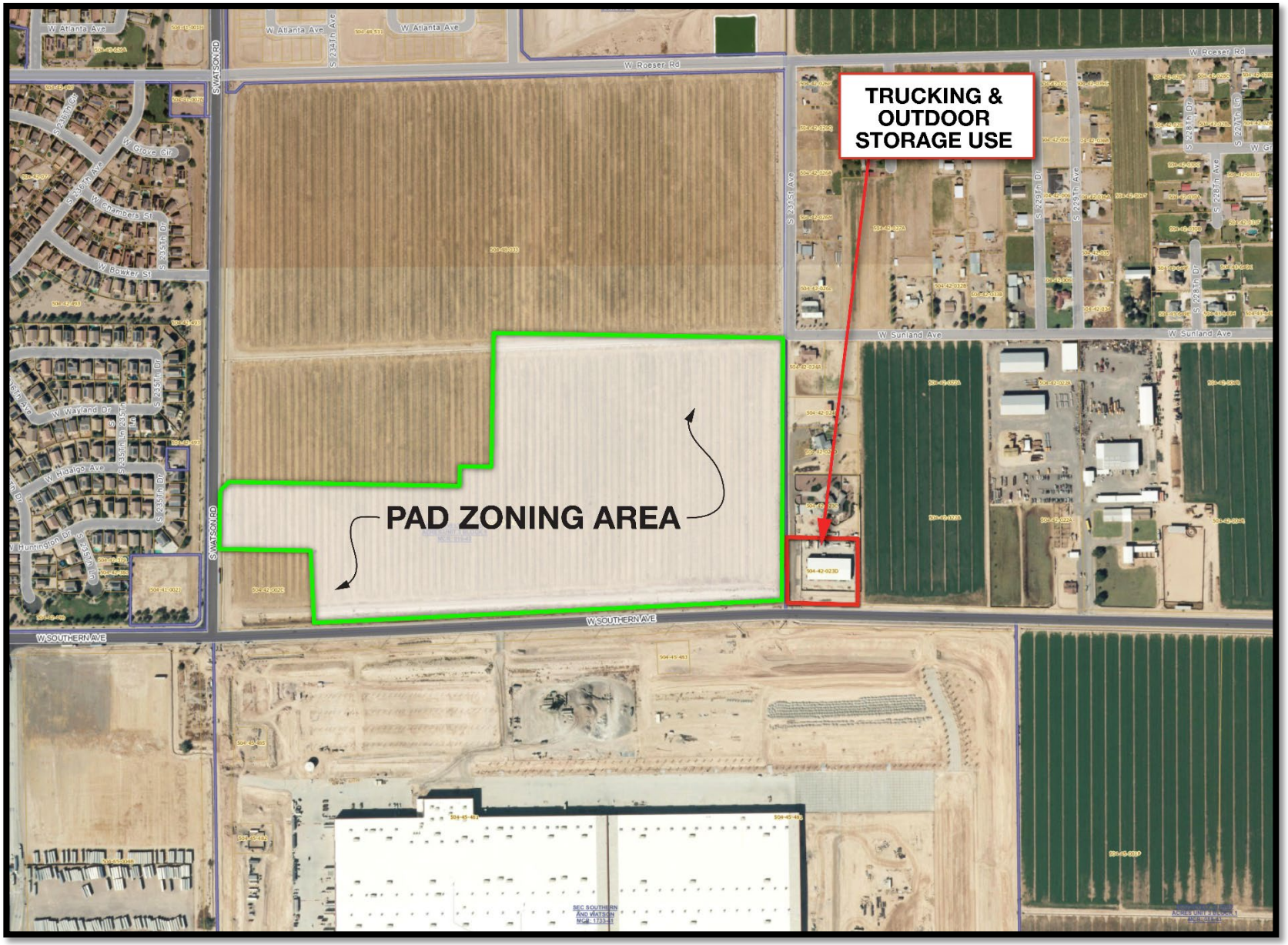


Exhibit H – Neighboring County Parcel

NEC of Southern & Watson

EXHIBIT I

Use Table

(on following page)

LAND USE	PAD - A	PAD - B
Assisted living, commercial	P	
Government maint. & operations yards/ buildings		P
Public safety facility	P	P
Religious assembly	P	P
Day care, commercial	P	
Health Care Facility - Medical office or clinic	P	P
Health Care Facility – Hospital		P
Telecommunication Facility - Tower (including any facility with a tower) *		C
Telecommunication Facility - Tower Collocation (No height increase)		P
Telecommunication Facility - Broadcasting or recording studio (no tower) *		C
Telecommunication Facility - Satellite earth station *		C
Telecommunication Facility - Transmitting station (no tower)		P
Utility facility, minor		P
Animal Hospital	P	P
Animal pet shop, retail	P	
Animal training school	P	
Kennel, indoor only	P	
Veterinary clinic	P	
Financial institution, with drive-through	P	
Financial institution, without drive-through	P	
Food sales, wholesale	P	P
Bar, lounge, or tavern	P	
Catering service	P	P
Drive-in restaurant	P	
Farmers market	P	
Restaurant, without drive-through	P	
Restaurant, with drive-through	P	
Office, business or professional	P	P
Data Center		C
Research laboratory	C	P

General outdoor recreation, commercial	P	
Art gallery or museum, private	P	
Fitness and recreational sports center	P	C
General indoor recreation, commercial	P	P
Major entertainment facility, indoor	P	P
Movie theater	P	
Dry cleaning and laundry service	P	P
General personal services	P	
Instructional services or trade school	P	P
Alcoholic beverages, retail sale	P	
Convenience store with gas sales	P	P
Feed store	P	P
General retail	P	
Large retail	C	
Plant sales, retail	P	
Boat, RV sales and rental	P	P
Gasoline sales	P	P
Vehicle sales and rental	P	P
Vehicle service and repair, major		P
Vehicle service and repair, minor	P	P
Building materials sales, indoor retail	P	P
Drilling company, no outside storage		P
General industrial service		P
Assembly, light		P
Mfg., light		P
Office warehouse		P
Warehouse		P
Wholesale establishment	C	P
Recycling center indoor		P

Telecommunication Facility* – Any new towers (not including colocations on existing towers) must be separated by 1 minimum of 500 feet from the nearest residential property line.

TABLE OF ALLOWED USES

Table lists the principal uses allowed within each PAD zoning districts. Each of the listed uses is defined in Article 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.**

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.*

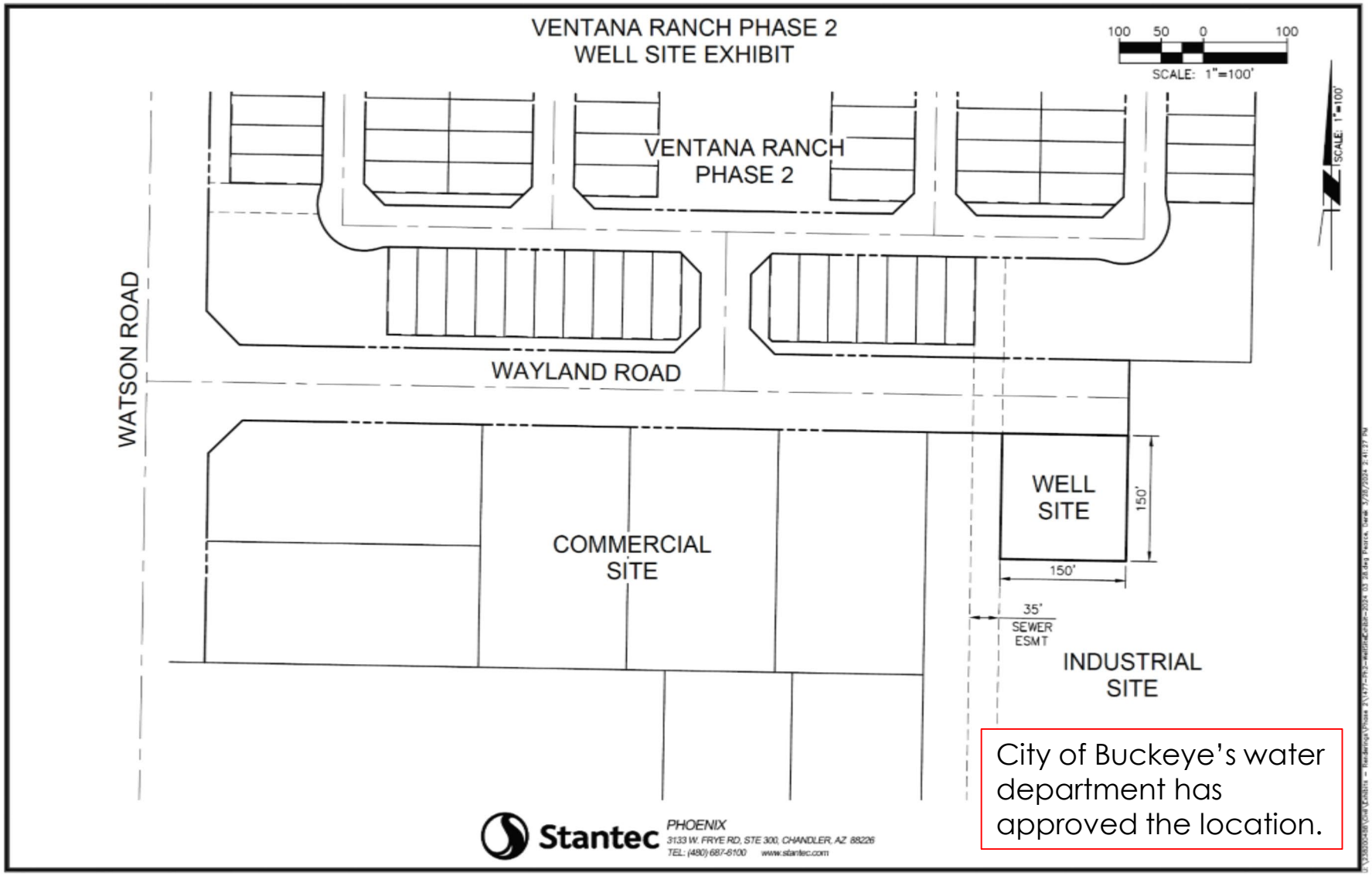
2. The "C" designation in Table 3.1-1 in a given district does not constitute an authorization or an assurance that such use will be permitted. Rather, each conditional use permit application shall be evaluated as to its probable effect on adjacent properties and surrounding areas, among other factors, 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.

EXHIBIT J

Proposed Well Site

(on following page)



City of Buckeye's water department has approved the location.

Exhibit J – Proposed Well Site
NEC of Southern & Watson

Exhibit F

4R PLZZ-24-0002 RECEIVED SEPT 16 2024 WD

PLANNED AREA DEVELOPMENT STANDARDS & GUIDELINES REPORT FOR: VENTANA RANCH SOUTH

Northeast Corner of

W Southern Avenue and S Watson Road

Submitted for: Lennar

Case No.: PLZZ-24-0002

SUBMITTED: June 7, 2024

SECOND SUBMITTAL: July 11, 2024

THIRD SUBMITTAL: September 16, 2024

Development Team

Owner	Lennar Arizona, LLC 1665 W Alameda Dr. Tempe, AZ 85282 T: 602-595-2600 Contact: Vickey Morris, SR Project Manager
Attorney	Tiffany & Bosco, PA 2525 E. Camelback Rd. Suite 700 Phoenix, AZ 85016 T: 602-452-2716 Contact: William E. Lally, Esq.
Civil Engineers	Stantec 3133 West Frye Road, Suite 300 Chandler, Arizona 85226-5155 T: 602 977-8075 Contact: Daniel Pottinger

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Appendix

EXHIBIT A. Context Aerial

EXHIBIT B. Legal Description and Property Map

EXHIBIT C. PAD Planning Areas

EXHIBIT D. Land Use Chart

EXHIBIT E. Pedestrian and Vehicle Connectivity Plan

I. Introduction

The Ventana Ranch South project site is an approximate 55.05-acre property at the southern portion of APN 504-48-033, generally located at the northeast corner of W Southern Avenue and S Watson Road ("the property") in the City of Buckeye, Arizona ("City").

The purpose of this Planned Area Development ("PAD") is to facilitate development of the Property in two main planning areas, PAD-A, 11.18± acres (southwest corner) and a PAD-B, 48.88± acres (southeast corner). The proposed mixed-use development will allow for employment type uses such as office, manufacturing, light-industrial, and neighborhood serving uses including retail, restaurant and service type commercial uses. The PAD fulfills the City's intent for appropriate permitted uses, in this unique area, which transitions from large industrial scaled buildings on the south side of Southern Avenue and existing residential uses to the north, east and west.

The property consists of the southern portion (55.05-acres), of Maricopa County Assessor Parcel Number 504-48-033 ("Property"). See Context Aerial included as **EXHIBIT A** of the Appendix, and Legal Description included as **EXHIBIT B.** It is primarily situated on the northeast corner of W Southern Avenue and S Watson Road. The intersection of W Southern Avenue and S Watson Road is an older, three-way intersection, consisting of Southern Avenue as through street and Watson is controlled with a stop sign. It is currently not signalized, nor is it improved to any significant standards.

The majority of land in this area of the City is utilized for large scale industrial, agricultural and residential uses. The adjacent properties to the south and southeast are currently zoned industrial, designated with the City's obsolete General Commerce zone. The northern half of the parcel (92.91± Acres) will remain zoned Planned Residential ("PR") and Lennar plans to develop this portion with single-family residential homes. Properties across Watson Road to the west of the site are also zoned Planned Residential with the hard southwest corner of Southern Avenue and Watson Road zoned Commercial Center ("CC"), a now obsolete commercial zoning district. There is currently a site plan application in review by the City for a gas station and convenience store on the CC zoned parcel, across Watson Rd. See **Context Aerial**, **EXHIBIT A**.

II. General Plan Analysis

The Imagine Buckeye 2040 General Plan designates this area as Neighborhood and Business Commerce. The 43.87± acres of Business Commerce land use designation in this area, acts as a buffer by transitioning uses from the existing, and future residential neighborhoods to the north, from the massive employment core on the south side of Southern Avenue. This PAD zoning, will ensure economic success because of the convenient access to the SR-85 and I-10, which supports marketability for the Property owners to advertise the proposed uses within the City. Many of the goals set out in the 2040 General Plan are focused on expanding and encouraging employment opportunities within Buckeye. The Property's location along Southern Avenue, adjacent to existing Employment land designations and set away from the Downtown Corridor, Activity Centers, and other non-compatible uses, make Business Commerce and Neighborhood, appropriate land designations for this transitional area. The Business Commerce land use designation provides for office, manufacturing, light-industrial, retail, service and other commercial uses

for the nearby residential neighborhoods and employees working in this area. The Imagine Buckeye 2040 General Plan describes these land use categories as:

> *Neighborhood: "The Neighborhood designation denotes areas that have a broader range of residential development than Rural, including low to high density. Neighborhood development may include single-family units (attached and detached), and multifamily units, such as apartments and condominiums. Residential land uses in excess of 1 du/ac are permitted in this designation. This land use designation may also include other integrated land uses that support neighborhood functions and contribute to the health and livability of neighborhoods, such as neighborhood scaled shops, parks and recreational facilities, religious institutions, small offices, and educational institutions. While vehicular access is needed in Neighborhood, bikeability, and walkability should also be a priority."*
>
> *Business Commerce: "Business Commerce denotes areas that comprise both community and regional commercial development. This designation may also support professional offices and business parks. Development in Business Commerce may vary in intensity. Uses should have access to major roads and transit and should provide connections to Neighborhood areas, while also creating opportunities for walkability."*

The 55.05-acre property does meet the specific criteria of the land use designation. It should be noted that the remaining 92.91± acres of the overall parcel, APN 504-48-033 will retain the Planned Residential zoning and the land use designation of Neighborhood, nor is not part of the PAD. Lennar, the owner and developer of the remainder of the parcel is seeking to develop single-family homes for future City residents. Being located along W Southern Avenue and S Watson Road, the Property has access to major roads and transit. The uses intended for the PAD require the Neighborhood and Business Commerce destinations and further support the surrounding neighborhoods. The PAD seeks flexibility for PAD-A and PAD-B areas, allow the market to dictate the evolution of the overall mixed-use project consistent with commercial, office and light-industrial user needs, see **Land Use Chart, EXHIBIT D**. The PAD replaces the previous zoning of Planned Residential, as this use is no longer appropriate with the existing land uses to the south of the property. The intent of the PAD is to achieve a use transition, without having negative impacts on either existing use to the north or south. In order to achieve this gradient of use intensities a non-residential use on the Property.

The Property's surrounding uses makes for an ideal zoning designation of PAD, allowing for the customization of mixed-use development, which is needed in this general location. The expanded uses will serve the City of Buckeye and residents of this general location, by providing neighborhood services and employment. The PAD will be developed in phases. The General Plan designation reflects the need and appropriateness for varied commercial, office and light-industrial uses with the Mixed-Use Community District designation for this site. The PAD intends to align with the City's vision for the area, and will serve a wide-range of users.

III. Legal Description of Property and Parcels

The legal description for the Property is attached as **EXHIBIT B** within the Appendix.

IV. Zoning and Conceptual Development Plan

With the Property being in close proximity to large light-industrial uses to the south and residential uses to the north, the PAD will serve residents, employees, and local traffic alike, with a wide variety of office, manufacturing, light-industrial, retail, service and other commercial uses. Within 55.05± acres, the Property will feature uses which will not only serve the surrounding community's residents and employees, it will also create an appropriate land use transition from massive structures, fronting the southern portion of Southern Avenue. This PAD will further support the City of Buckeye's "Reverse the Commute" initiative which focuses on providing employment to residents within city limits.

Because of the Property's surrounding uses, the PAD is broken up into two (2) planning areas called "PAD-A" and "PAD-B". See **PAD Planning Areas, EXHIBIT C.** These planning areas allow for a mixture of C-2, BP, and I-1 uses. See **Land Use Chart, EXHIBIT D.** "PAD-A" and "PAD-B", allow for a natural transition from large, 2-million square foot, light-industrial buildings (south of property) with General Commerce zoning, to single-family residential (north of property). The permitted uses align with the obsolete zoning district of Commercial Center (CC), across Watson Road. In order to be able to achieve this transition, without having negative impacts on the existing surrounding uses, a non-residential use is required at the Property's location. This provides the surrounding residents, as well as current and future employees of the area, with an appropriate non-residential uses on the north side of Southern Avenue. The proposed uses are complementary to the large scale industrial buildings which front the southern portion of Southern Avenue, further demonstrating this gradual blend of use intensities. The proposed buildings will not have any adverse effects on the surrounding properties, as thoughtful placement and orientation of the buildings will be taken into consideration when site planning the PAD. The closest, existing residential zoning are the county parcels to the east. The proposed light-industrial buildings on the site will be separated from the adjacent county lots by landscaping and an existing irrigation canal. Loading docks and any cross-docks will be internal facing and screened from arterial roadways and residential uses, by utilizing adjacent buildings, along with a combination of berms, landscaping, and walls, to impede views. This mixed-use proposal promotes the possibility of a live/work community, which provides amenities of retail, and employment within walking distance of a resident's home. The Property's proximity to major access routes and nearby future compatible employment opportunities, provide commentary uses in this area of the City.

V. Project Phasing and Development Schedule

The Project will be developed in phases. The owner is working with two different development companies who are finding the appropriate users for the planning areas. PAD-B has been in development since the conception of this PAD, therefore it will be the first phase, followed by PAD-A. See **PAD Planning Areas, EXHIBIT C** for the delineations of the planning areas. Offsite improvements will be constructed concurrent with onsite land development efforts. Issuance of construction permits, fee payments, and required inspections will be coordinated through the City of Buckeye's Development Services Department.

VI. PAD Development Standards

The vision of this site is a unique mix of retail, commercial, office, light-industrial and services. This site will contain architecture that blends into the surrounding landscape, and existing architectural features found in the area. Playing off the unique blend of aesthetics, this site will also include pedestrian friendly

connections throughout providing connectivity between planning areas, without having to exit the proposed development.

A. Development Standards Table

The following are the Ventana Ranch South Development Standards:

Property Development – Perimeter Standards

Property Development Standards	PAD-A	PAD-B
Lot Coverage Maximum (percent)	60	80
District Size minimum (acres)	-	15
Minimum Setback Front (ft.)	Adjacent to residential district - 20 All others - 0	Setback from peripheral property line: 25 Adjacent to residential district: 75
Minimum Setback Side (ft.)	Adjacent to residential district - 50 All others - 10	
Minimum Setback Rear (ft.)	Adjacent to residential district - 50 All others - 0	
Maximum Building Height (FT)	50	65

The above table reflects "TABLE 4.1-3: DIMENSIONAL STANDARDS — NONRESIDENTIAL AND OTHER DISTRICTS" with PAD-A following the standards of "C-2" and PAD-B using "I-1".

B. PAD-A Architectural/Design Standards

PAD-A will meet section 5.8 of the Buckeye Development Code of Ordinances. Representative imagery of the design standards for PAD-A are below.





C. PAD-B Architectural/Design Standards

PAD-B will meet section 5.9 of the Buckeye Development Code of Ordinances. PAD-B will cap the building size at 200,000 SF or less, with one (1) building permitted at a max size of 450,000 SF. All cross docks will be internal facing and will not be visible from Southern Avenue. If loading docks face Southern Avenue, openings will be shielded from visibility by utilizing a combination of berms, landscaping, and walls.

Representative imagery of the design standards for PAD-B are below.





D. Lighting

PAD-A and PAD-B will meet section 5.10 of the Buckeye Development Code of Ordinances.

E. Parking

Parking will meet Section 5.6 of the City's Zoning Ordinance requirements. Shared parking may be considered and implemented through approval of a Parking Study prepared by a qualified engineer during the Site Plan phase of the parcel.

F. Project Signage Standards

The PAD will comply with the City's Sign Code in Section 5.11 for the applicable standards.

G. Overall Design

Materials, colors, and landscaping materials utilized PAD-A and PAD-B will be complementary to each other. Buildings within PAD-A and PAD-B shall be designed using complementary architectural styles, material, and elements that create a cohesive feel across the extent of the project. This language shall not be interpreted as requiring "matching" buildings, but rather buildings that contextually relate to one another.

VII. Project Landscaping

A. Landscaping

Landscaping shall be provided in accordance with Section 5.4 of the Zoning Ordinance.

B. Open Space

Landscaping shall be provided in accordance with Section 5.3 of the Zoning Ordinance

VIII. Infrastructure / Utilities

A. Access

Southern Avenue fronts the majority of the south side of the Property, and Watson Road borders a small portion of the proposed commercial frontage. The Property's location allows for multiple, future access points from each arterial and provides future users a means to access the SR-85, approximately 4-mile east of the Property, as well as access to I-10 to the north, along the Watson Road corridor. Onsite circulation and future access drives will be determined at the time of site plan review. The developer will work with the City to ensure that all required right of way dedications are met. Future development will include site plan, infrastructure planning and traffic study submittals for review, access to the site will be addressed during that time.

B. Drainage

Onsite storm water storage will be provided in phasing, as required by the City and consistent with the Drainage Report once submitted. Site drainage may require drainage structures or walls to help guide the flows onto and through the development. These elements will thematically be designed to match the other walls within the development as needed to convey any historic drainage on site.

C. Water / Wastewater

Sewer and water will be provided by the City of Buckeye. The owner of the property intends to donate land for a future well site to the City of Buckeye.

D. Electric Power

The site will be served by extending Arizona Public Service (APS) service lines.

E. Pedestrian and Vehicle Connectivity

PAD-A and PAD-B will have pedestrian and vehicle interconnectivity, which will allow access to all areas of the proposed development without having to enter the adjacent right-of-way. Interconnectivity will expand to the residential single-family development to the north of PAD-A and PAD-B. This will promote a live/work community, providing amenities of retail, and employment within walking distance of residential homes. Future connections and locations are subject to change as the site plan process evolves. See **Exhibit E**, **Pedestrian and Vehicle Connectivity Plan.**

IX. Conclusion

The PAD plans a unique vacant property wedged between significant employment uses to the south, single-family residential properties to the west, and north, and a mixture of County, residential and

industrial type uses to the east. The PAD zoning will provide the basis for a future high quality commercial, business, employment, and neighborhood serving uses for the immediate area and will provide economic opportunities for the City and its residents. Incorporating a mixture of uses at the southern portion of the larger vacant parcel creates a logical land use transition from all of the existing surrounding uses. The PAD zoning is placed along the majority of the Southern Avenue to buffer the future residents to the north, from the massive employment uses on the south side of Southern Avenue. The PAD-B area is positioned on the Property to not impact the existing residential neighborhoods to the north, west, and east. The City recognized the need for employment opportunities on the south side of Southern Avenue, and there should be an appropriate transition of uses and buffering when developing the future residential communities to the north.

EXHIBIT A

"Context Aerial"



EXHIBIT B

"Legal Description and Property Map"

(on following page)

VENTANA RANCH REZONING – LEGAL DESCRIPTION

A PORTION OF LAND IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMENCING AT A FOUND TOWN OF BUCKEYE BRASS CAP FLUSH BEING THE SOUTHWEST CORNER OF SAID SECTION 27, THENCE NORTH 87°44'05" EAST 486.93 FEET, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27, THENCE DEPARTING SAID SOUTH LINE OF THE SOUTHWEST QUARTER, NORTH 2°15'55" WEST 40.00 FEET, TO THE **POINT OF BEGINNING.**

THENCE NORTH 2°15'55" WEST, 332.00 FEET;

THENCE NORTH 89°00'30" WEST, 390.00 FEET;

THENCE NORTH 0°59'30" EAST, 249.99 FEET;

THENCE NORTH 45°59'30" EAST, 56.57 FEET;

THENCE SOUTH 89°00'30" EAST, 1055.22 FEET;

THENCE NORTH 0°59'30" EAST, 90.00 FEET;

THENCE SOUTH 89°00'30" EAST, 144.88 FEET;

THENCE NORTH 0°59'30" EAST, 613.07 FEET;

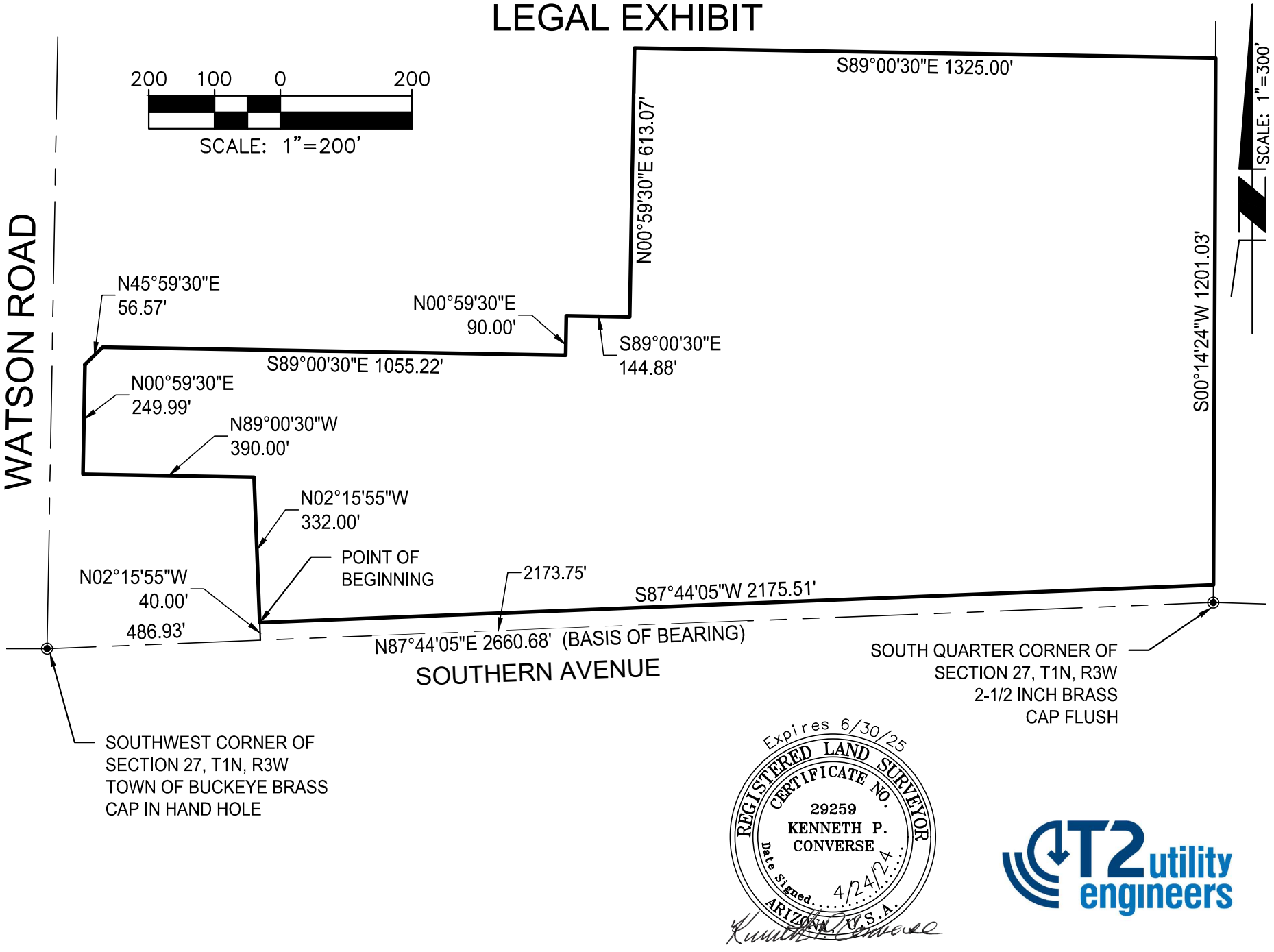
THENCE SOUTH 89°00'30" EAST, 1325.00 FEET;

THENCE SOUTH 0°14'24" WEST, 1201.03 FEET;

THENCE SOUTH 87°44'05" WEST, 2175.51 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,282,680.32 SQUARE FEET OR 52.403 ACRES, MORE OR LESS.

VENTANA RANCH REZONING
LEGAL EXHIBIT



Expires 6/30/25
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
29259
KENNETH P.
CONVERSE
Date signed 4/24/24
ARIZONA, U.S.A.

T2 utility engineers

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EXHIBIT C

"PAD Planning Areas"



EXHIBIT D

"Land Use Chart"

(on following page)

LAND USE	PAD - A	PAD - B
Assisted living, commercial	P	
Government maint. & operations yards/ buildings		P
Public safety facility	P	P
Religious assembly	P	P
Day care, commercial	P	
Health Care Facility - Medical office or clinic	P	P
Health Care Facility – Hospital		P
Telecommunication Facility - Tower (including any facility with a tower) *		C
Telecommunication Facility - Tower Collocation (No height increase)		P
Telecommunication Facility - Broadcasting or recording studio (no tower) *		C
Telecommunication Facility - Satellite earth station *		C
Telecommunication Facility - Transmitting station (no tower)		P
Utility facility, minor		P
Animal Hospital	P	P
Animal pet shop, retail	P	
Animal training school	P	
Kennel, indoor only	P	
Veterinary clinic	P	
Financial institution, with drive-through	P	
Financial institution, without drive-through	P	
Food sales, wholesale	P	P
Bar, lounge, or tavern	P	
Catering service	P	P
Drive-in restaurant	P	
Farmers market	P	
Restaurant, without drive-through	P	
Restaurant, with drive-through	P	
Office, business or professional	P	P
Data Center		C
Research laboratory	C	P

General outdoor recreation, commercial	P	
Art gallery or museum, private	P	
Fitness and recreational sports center	P	C
General indoor recreation, commercial	P	P
Major entertainment facility, indoor	P	P
Movie theater	P	
Dry cleaning and laundry service	P	P
General personal services	P	
Instructional services or trade school	P	P
Alcoholic beverages, retail sale	P	
Convenience store with gas sales	P	P
Feed store	P	P
General retail	P	
Large retail	C	
Plant sales, retail	P	
Boat, RV sales and rental	P	P
Gasoline sales	P	P
Vehicle sales and rental	P	P
Vehicle service and repair, major		P
Vehicle service and repair, minor	P	P
Building materials sales, indoor retail	P	P
Drilling company, no outside storage		P
General industrial service		P
Assembly, light		P
Mfg., light		P
Office warehouse		P
Warehouse		P
Wholesale establishment	C	P
Recycling center indoor		P

Telecommunication Facility* – Any new towers (not including colocations on existing towers) must be separated by 1 minimum of 500 feet from the nearest residential property line.

TABLE OF ALLOWED USES

Table lists the principal uses allowed within each PAD zoning districts. Each of the listed uses is defined in Article 10, *Definitions.*

3.1.1. **Explanation of Table Abbreviations.**

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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.*

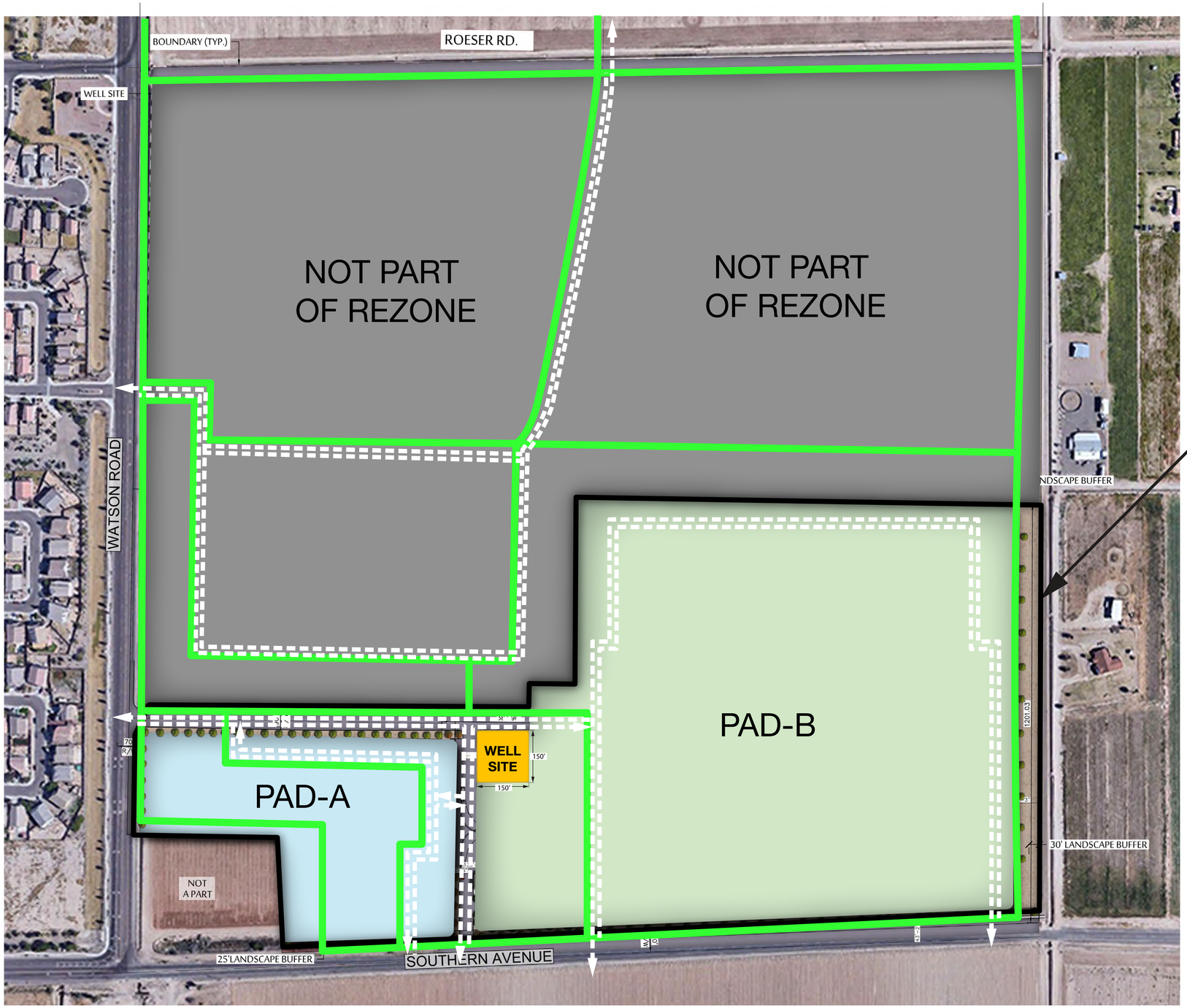
2. The "C" designation in Table 3.1-1 in a given district does not constitute an authorization or an assurance that such use will be permitted. Rather, each conditional use permit application shall be evaluated as to its probable effect on adjacent properties and surrounding areas, among other factors, 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.

EXHIBIT E

"Pedestrian and Vehicle Connectivity Plan"

(on following page)



KEY

- VEHICULAR CIRCULATION
- PEDESTRIAN CIRCULATION

MCGOUGH ADAMSON

Landscape Architects

Land Planning

Irrigation

VENTANA RANCH SOUTH

MAJOR PEDESTRIAN AND VEHICULAR CONNECTIVITY PLAN

SEC OF WATSON RD. & ROESER RD. - BUCKEYE, AZ

09/16/2024

NOTE: Routes may be altered during site plan approval phase.

SCALE: 1"=150'-0"

0' 75 150' 300' 450'

NORTH

Exhibit G

Ventana Ranch South

Citizen Participation Plan

Minor General Plan Amendment approximately 43.87± acres to Business Commerce and Rezoning application to Planned Area Development (PAD) for approximately 55.05± gross acres located at the northeast corner of Southern Avenue and Watson Road

Application Case #: PLZU-24-0001 & PLZZ-24-0002
1st Submittal Date: February 13, 2024
2nd Submittal Date: June 7, 2024
3rd Submittal Date: September 12, 2024

Applicant/Representative:

TB TIFFANY & BOSCO P.A.
William Lally
2525 E. Camelback Road
Phoenix, AZ 85016

Project Description

The Applicant desires to rezone and develop approximately 55.05± acres (gross) generally located at the northeast corner of Southern Avenue and Watson Road. The Property's location along Southern Avenue, adjacent to existing Employment land designations and set away from the Downtown Corridor, Activity Centers, and other non-compatible uses, make Business Commerce appropriate designation for this transitional area. The Property is currently undeveloped and utilized for agriculture uses. The property is identified by Maricopa County Assessor parcel number 504-48-033 (the "Property").

The City's 2040 General Plan currently designates the entire Property for Neighborhood, the Minor GPA submittal requests a change of approximately 43.87± acres to Business Commerce, which supports a mix of office, manufacturing, light-industrial, retail, restaurant, neighborhood services and other commercial uses, through an associated rezone PAD request. The Property is proposing to provide a mixed-use transitional area from industrial uses to the south and to residential, to the north.

Which residents of the City of Buckeye ("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 property may be affected by the application.

The subject Property is adjacent to residential uses (City and Unincorporated Maricopa County) and industrial uses to the east and south.

For the neighborhood meeting, individual letters were sent to all Property owners within 500' of the Property and interested parties / stakeholders, including Riata West Community Association, in the surrounding area of the 55.05± acres (gross) subject to this entitlement request. The letter adhered to all City notification requirements and was sent prior to 15-day deadline for a neighborhood meeting. Once the Planning & Zoning Commission public hearing is scheduled, again at least 15 days prior to the Planning & Zoning Commission public hearing, individual letters will be sent to all Property owners and interested parties/stakeholders within 500' of the Property.

Prior to the neighborhood meeting letters being sent, an outreach consultant and team went door to door to all parties within the 500' of the Property to alert them to the GPA and Rezoning proposal and the neighborhood meeting. The neighbors were encouraged to come to the open house, and to continue to reach out if they have any questions. See **EXHIBIT C**, *Door-to-Door Outreach Summary.*

How those interested in and potentially affected by an applicant will be notified that an application has been made.

In accordance with Section 8.2.6 of the Development Code, we provided notice using the following procedures which will specify (1) the date, time, and place of the neighborhood meeting/public hearing, (2) describe the Property with the street address, legal description, or general description and nearest cross streets, (3) the nature, scope, and purpose of the proposed action, (4) indicate that the interested parties may appear at the hearing and speak on the matter, and (5) indicate where additional information on the matter may be obtained.

Mailed Notice

In accordance with Section 8.2.6 and Table 8.2-1 of the Development Code, we mailed individual letters via first class mail to all property owners within 500' of the Property at least 15 days prior to the scheduled date of the neighborhood meeting/hearing. Interested parties and stakeholders in the surrounding area of the 55.05± acres (gross) subject to this entitlement request were also notified. The letter adhered to all City notification requirements and adequately notified the surrounding property owners of the proposal. The City will also provide notice in accordance with ARS 9-462.04. We provided the Development Services Department with an Affidavit of Mailing certifying that all required notices were timely mailed. We will again follow the above procedures once the Planning & Zoning Commission public hearing is scheduled.

Neighborhood Meeting

We held a neighborhood meeting and provided mailed notice of the meeting in the same manner as described above. We have notified the Development Services Department in writing of the meeting date, time, and location more than 15 days prior to the scheduled date of the meeting, and Ken Galica from Development Services was in attendance. A written summary of the neighborhood meeting is below. It includes the date, time, location of the meeting, a copy of the letter sent, *see* ***EXHIBIT A***, a copy of the Sign In sheet, *see* ***EXHIBIT B*** and a summary of concerns, issues and problems expressed during the meeting.

Neighborhood Meeting Summary

We held a 6:00 PM neighborhood meeting on August 14th, 2024 at Buckeye Public Library – Coyote Branch (21699 W Yuma Road, Buckeye, AZ). There was signage directing residents to meeting room, 24 x 36 aerials, proposed rezone map and other exhibits displayed for the neighbors and interested parties to view along with a sign in sheet. There were eight (8) neighbors in attendance, along with City staff members, Ken Galica, (Planning Manager), Christine Grundy (Assistant to the Mayor), Janene Van Leeuwen (Neighborhood Services Representative for the City), and Councilmember Youngker. Ryan Belshee who is running for District 2, City Council seat, was also in attendance.

There were attendees who came in support of the case, other neighbors had questions about the proposal, and some who were not in favor of the proposal, without knowing much about the case. The attendees who were not in favor also expressed their negativity to an unrelated proposal for a gas station located at the northwest corner of Watson and Southern. The majority of their discussion with City staff and the Applicant, revolved around the gas station and its land use designation. They also commented multiple times that their HOA was not notified of the neighborhood meeting, when in fact it was. We attempted to answer as many questions and concerns they had related to this proposal.

There were a few homeowners from the Maricopa County parcels, east of the site. Three (3) of the homeowners are in favor of the proposal, and appreciated the outreach that was conducted prior to the meeting. One (1) homeowner located in the County jurisdiction was concerned about privacy and how tall the buildings may be and if they would have the ability to see into her yard. She was educated to the best of our ability at the meeting and we plan to reach back out to her and provide answers to any future questions she may have.

As the meeting concluded, our team felt that all neighbors were informed of the proposal and the meeting was successful in conveying the proposal to all that attended.

Published Notice

We will publish notice in the Arizona Republic at least 15, but no more than 45 days before the scheduled hearing date. We will provide the Development Services Department with an Affidavit of Publication.

Posted Notice

We will post at least two signs on the Property in a prominent place, clearly visible from a major arterial street (Southern Avenue and Watson Road) which will remain on the Property for a period of at least 15 days prior to the hearing/meeting. We will post the signs on the Property once the sign location is determined, and approved by City Staff. We will maintain the sign in good condition and update them with P&Z and Council hearing information as that becomes available. The signs will be removed within 10 days after the final public hearing.

How those interested and potentially affected parties will be informed of the substance of the change, amendment or development proposed by the application.

We will respond to all input and comments as they are received. Our responses will be provided to City Staff for their records. Our office will follow-up with interested individuals and City Staff as necessary to ensure their concerns are heard and all relevant procedures are followed. Further, we will ensure all necessary information is shared continuously

regarding the status of the request. The City will be provided with copies of our correspondence, letters, and information shared with stakeholders. In addition, maps and lists of the notified stakeholders and property owners will be included in our final Citizen Participation Results Report.

The applicant's schedule for the completion of the citizen participation plan.

Mailed notices, published notices, and posted notices will all be completed at least 15 days prior to neighborhood meeting/public hearing and the proper affidavits will be provided to the City. Additionally, the Property will be posted once the posting locations are determined by City Staff.

If requested, we will meet with any interested individual or stakeholder after the notification letters have been sent and the Property has been properly posted. We will provide City Staff with a completed Citizen Participation Results Report which will include the details and techniques used to involve the public and provide a summary of concerns, issues, and resolutions to these issues, at least 15 days in advance of the first public hearing. (so staff can include as an attachment to staff reports). Our public outreach will be continuous and will occur throughout the Minor GPA and rezoning process.

How the applicant will keep the Planning Department informed on the status of their citizen participation efforts.

We will provide the Development Services Departments with a written affidavit regarding the procedures and timing for mailing and publishing. We will also provide an affidavit with the contents of the neighborhood meeting.

The final Citizen Participation Results Report will be completed prior to the time the City informs us of the pending Planning Commission hearing date and will include the following:

(i) Dates and locations of all meetings where citizens were invited to discuss the applicant's proposal;
(ii) Content, dates 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
(v) A summary of concerns, issues and problems expressed during the process, including:
    a. The substance of the concerns, issues, and problems
    b. How we addressed or will address the concerns expressed during the process; and

c. Concerns, issues and problems the applicant is unwilling or unable to address and why.

We will update Development Services via email of all important issues that may arise during our public outreach. If additional public outreach occurs after the submittal of the Citizen Participation Results Report, we will provide updates to inform Development Services and City Council.

Attachments:

- Neighborhood Meeting Letter (EXHIBIT A)
- Neighborhood Meeting Sign-In Sheet (EXHIBIT B)
- Door-to Door Outreach Summary (EXHIBIT C)
- 500' Property Ownership List
- 500' Property Map Boundary

EXHIBIT A

Meeting Letter

(on following page)

TIFFANY & BOSCO P.A.

July 30, 2024

RE: NEC Southern Avenue & Watson Road – Rezoning & GPA Open House – Case #PLZU-24-0001 & PLZZ-24-0002

Dear Neighbor/Stakeholder:

We represent Lennar Arizona, LLC and their rezone request related to 55.05± acres located near the northeast corner of Southern Avenue and Watson Road. Please refer to the attached **Vicinity Map**. The property is identified by Maricopa County Parcel Number 504-48-033, and the rezone application pertains to the southern 55.05± acres of the parcel. (the "Property"). We are seeking input for their proposed land use proposal to develop the Property located within the City of Buckeye's city limits. The proposal is to rezone the Property from PR (Planned Residential) to PAD (Planned Area Development). The purpose for the rezoning is to develop a new mixed-use area, which allows for retail, restaurants, service uses, office, light-industrial, and other employment opportunities. The proposed PAD zoning is sectioned into two areas, PAD-A which is designated for Commercial uses, and PAD-B which allows for Light-Industrial uses. This rezone to provide a gradual transition from the Large, Light-Industrial on the southern portion of Southern Avenue and the Single-Family residential north of the Property.

As part of the required public notice requirements for these land use cases, we invite you to join us for an open house neighborhood meeting to discuss and learn more about the proposed land use cases for the Property.

Neighborhood Meeting:
Date: Wednesday, August, 14th, 2024
Time: 6:00 P.M.
Location: Coyote Branch Library, 21699 W. Yuma Rd. #116, Buckeye, AZ 85326

The Planning and Zoning ("P&Z") Commission and City Council hearings are not set at this time. As this application proceeds, the City's Planning and Zoning Department will make a determination as to the date and time of the City public hearings. Another notification letter will be mailed to you at least fifteen (15) days prior to the P&Z Hearing date.

If you wish to provide input on this matter, you may attend the neighborhood meeting on Wednesday, August 14th or at the Planning and Zoning Commission Hearing or City Council meetings which will be set in the future. Alternatively, you can provide input, comments or questions directly to me, Holly Reading, Senior Project Manager at Tiffany & Bosco at hreading@tblaw.com or 480-240-1818. You may also contact City of Buckeye assigned Planning Manager, Ken Galica, at 623.349.6214 or by email at kgalica@buckeyeaz.gov subject "PLZU-24-0001 & PLZZ-24-0002."

Sincerely,

Holly Reading
Senior Project Manager

TIFFANY & BOSCO P.A.

Vicinity Map

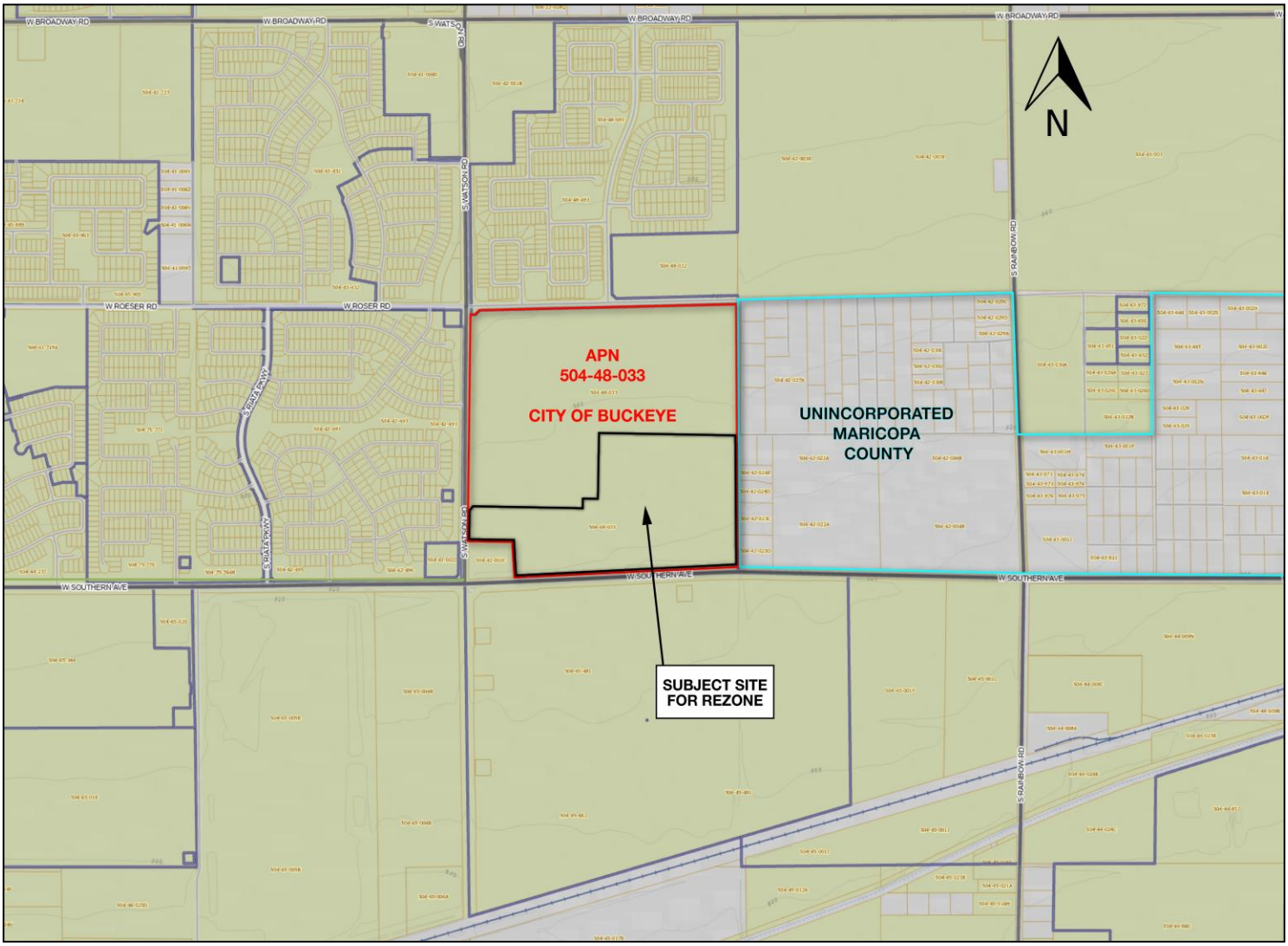


EXHIBIT B

Sign-In Sheet

(on following page)

Lennar - Ventana Ranch South - PAD Rezone and GPA
NEC of Southern Avenue and Watson Road

NEIGHBORHOOD MEETING SIGN-IN SHEET

Date : August 14, 2024 Time: 6:00 PM

NAME	ADDRESS	EMAIL	PHONE #
WAYNE KIRKPATRICK	23042 W SOUTHERN AVE	wkmetalman@msn.com	623-386-2734
Melinda Kirkpatrick	23042 W. Southern Ave	wkmetalman@msn.com	623-386-2734
RICHARD LADDA			
Autumn Stanton	5889 S 235th Ln	autumnstanton@yahoo.com	(623) 293-7673
Jennifer Beattie	5691 S 236th Dr	jenn2023az@gmail.com	562-209-5366
Kourtnei Briese	5639 S. 231st	kourtnei.briese@gmail.com	623 703 1239
Ryan Bolshee	114 S 5th Street Buckeye	Ryan@downtownBuckeye.com	503-747-8024
[illegible]	23991 W GROVE ST Buckeye		253-389-9547

EXHIBIT C

Door-to Door Outreach Summary

(on following page)

Owner	Property Address	Mailing Address	Outreach
RG3 TWO LLC		2601 W DUNLAP AVE STE 10 PHOENIX AZ USA 85021	
CRANE HARVESTING AND TRUCKING INC	22906 W SOUTHERN AVE BUCKEYE 85326	PO BOX 397 BUCKEYE AZ USA 85326	
ARMAS JAIME JR/MARIA ISABEL/JAIME MACIAS SR		23036 W SUNLAND AVE BUCKEYE AZ USA 85326	
CANO LUIS ARMANDO LECHUGA	5405 S 231ST AVE BUCKEYE 85326	5405 S 231ST AVE BUCKEYE AZ USA 85326	Gated with padlock and dog door in front yard, for sale, pending on MLS
WILLIAMS EVELYN Y	23004 W SUNLAND AVE BUCKEYE 85326	23004 W SUNLAND AVE BUCKEYE AZ USA 85326	
JACKSON ANTIONE SR/RECO	23542 W PECAN RD BUCKEYE 85326	23542 W PECAN RD BUCKEYE AZ USA 85326	NH, NH
SILVIO MATHIEU LIVING TRUST	5605 S 235TH DR BUCKEYE 85326	5605 S 235TH DR BUCKEYE AZ USA 85326	NH, NH
CASTANEDA SALVADOR	23575 W WAYLAND DR BUCKEYE 85326	23575 W WAYLAND DR BUCKEYE AZ USA 85326	Told them briefly through Ring doorbell and they said they weren't interested.
MARK OAKLEY AND JUDITH DEAN-OAKLEY LIVING TRUST	23574 W WAYLAND DR BUCKEYE 85326	23574 W WAYLAND DR BUCKEYE AZ USA 85326	NH, NH
JAIME LISA A/WILLINGHAM JANINE M	23571 W PECAN RD BUCKEYE 85326	23571 W PECAN RD BUCKEYE AZ USA 85326	"The roads on southern right now are not fine. Interesting. I was wondering what this would be because of the traffic. Traffic in that area is a concern. Not just our project but to the west also. That's cool. Good to know." Talked to Kathy. We reminded her that the construction and stoplight along Southern is almost complete and will be much better very soon.
LEUCHS JOSEPH ROBERT/STACY VANESSA TR	23578 W HIDALGO AVE BUCKEYE 85326	23578 W HIDALGO AVE BUCKEYE AZ USA 85326	Talked with Joe, showed him whole presentation seems positive about it. Sell them for $400,000 and bring our home prices up!!
MONREAL ALEJANDRA/FLORES MONREAL	23577 W HUNTINGTON DR BUCKEYE 85326	23577 W HUNTINGTON DR BUCKEYE AZ USA 85326	Talked to Martina- owner is not home. Spanish speaker. Come back in the weekend to speak to owner
STANTON AUTUMN/JARRPD	5889 S 235TH LN BUCKEYE 85326	5889 S 235TH LN BUCKEYE AZ USA 85326	NH
PERALTA DOMINGUEZ KENZEY MARIE	5905 S 235TH LN BUCKEYE 85326	5905 S 235TH LN BUCKEYE AZ USA 85326	NH, NH
HERRERA MARIA ELENA B	23580 W HUNTINGTON DR BUCKEYE 85326	23580 W HUNTINGTON DR BUCKEYE AZ USA 85326	
SOCHOR RYAN ALEXANDER/KYRA LEANNE	23573 W HIDALGO AVE BUCKEYE 85326	23573 W HIDALGO AVE BUCKEYE AZ USA 85326	Her baby was crying so we told her quickly what was coming. She said "yay!" And was excited
AYIYI RICHARD JR	23556 W HUNTINGTON DR BUCKEYE 85326	23556 W HUNTINGTON DR BUCKEYE AZ USA 85326	NH, NH
NAPUTI STEVE KYLE C/NARISSA B	23563 W PECAN RD BUCKEYE 85326	23563 W PECAN RD BUCKEYE AZ USA 85326	"Can you come back this afternoon because my sister in law owns the house?" He took a picture of site plan to show to her in case we don't touch base.
CLAVER DAVE	5921 S 235TH LN BUCKEYE 85326	5921 S 235TH LN BUCKEYE AZ USA 85326	
HUNT BRANDON/ANA MARIA	23555 W PECAN RD BUCKEYE 85326	23555 W PECAN RD BUCKEYE AZ USA 85326	NH, NH (6 broken down cars in the front)
PADILLA DULCE E/ALVARADO ENRIQUE	23564 W WAYLAND DR BUCKEYE 85326	23564 W WAYLAND DR BUCKEYE AZ USA 85326	Vacant, for rent sign
MORENO WILLIAM ENRIQUE/GUTIERREZ DE MORENO FLORA A	23554 W WAYLAND DR BUCKEYE 85326	23554 W WAYLAND DR BUCKEYE AZ USA 85326	NH, NH
REYNOSO JOSE GALLARDO/MEZA ANGELICA	5621 S 235TH DR BUCKEYE 85326	5621 S 235TH DR BUCKEYE AZ USA 85326	Talked to him through ring doorbell briefly. Thanks for letting me know.
JONES COREY/JOHNSON SHATOYA	5637 S 235TH DR BUCKEYE 85326	5637 S 235TH DR BUCKEYE AZ USA 85326	NH, NH
JONES CARROLL WAYNE JR	5653 S 235TH DR BUCKEYE 85326	5653 S 235TH DR BUCKEYE AZ USA 85326	appears vacant with for sale sign
ZAVALA CHARLENE HELEN/ALICIA	5669 S 235TH DR BUCKEYE 85326	5669 S 235TH DR BUCKEYE AZ USA 85326	NH, NH
MARTINEZ JOSEPH T/ANA L	23543 W WAYLAND DR BUCKEYE 85326	23543 W WAYLAND DR BUCKEYE AZ USA 85326	"Wow! Nice! Perfect! Looks great. Thank you for information." talked with Pete
FULTON VANESSA L/ROBERT B	23551 W WAYLAND DR BUCKEYE 85326	23551 W WAYLAND DR BUCKEYE AZ USA 85326	Went inside her home. "Well good. I appreciate it. My daughter lives right behind us and mentioned that you had come by. Where will the school be? Oh a well site? Wonder what those two hard corners will be since they tryed to put a convenience store with propane." She understood and really appreciated us coming by.
YEE SYDNEY/ALEX	23559 W WAYLAND DR BUCKEYE 85326	23559 W WAYLAND DR BUCKEYE AZ USA 85326	NH, NH
BRACAMONTES DAVID/MARIA	23560 W HIDALGO AVE BUCKEYE 85326	23560 W HIDALGO AVE BUCKEYE AZ USA 85326	NH, NH
MACK TANYA Y	23552 W HIDALGO AVE BUCKEYE 85326	23552 W HIDALGO AVE BUCKEYE AZ USA 85326	"Are they still putting the gas station? Thank God. Do I like it? Not really. It's taking from the openness of Buckeye but people need a place to live. I get it. Thank you ladies. If I get something in the mail I will know what it is."
RUSSELL ESTHER	23544 W HIDALGO AVE BUCKEYE 85326	23544 W HIDALGO AVE BUCKEYE AZ USA 85326	"I don't mind Ross. No different than the Walmart and glass factory. I wondered when that cotton field was going to go. I've had a lennar home twice. Bought this house 25 years ago once we pay it off we are going to sell it and move into something smaller in Puerto Rico." Talked with Rodger

JACKSON DARRIN	5769 S 235TH DR BUCKEYE 85326	5769 S 235TH DR BUCKEYE AZ USA 85326	"You guys are doing a better job than the last developer who tried to put a gas station on the northwest corner. No one came and talked to us and we fought that. Your presentation, I'm not offended by. Good job. One of the problems we have are the trucks parking along Watson on east side of the road. I'm good with this and I'm looking forward to it. Put some food there!" Darren - backs up to site
GARCIA MARCO ANTONIO	5785 S 235TH DR BUCKEYE 85326	5785 S 235TH DR BUCKEYE AZ USA 85326	NH, NH
SALEEM RUBY/MALIK	5803 S 235TH DR BUCKEYE 85326	5803 S 235TH DR BUCKEYE AZ USA 85326	NH, NH
MOLINA NELIDA G MARTINEZ	5815 S 235TH DR BUCKEYE 85326	2885 S 256TH DR BUCKEYE AZ USA 85326	NH, NH
5829 S 235TH DR LLC	5829 S 235TH DR BUCKEYE 85326	19435 W MELVIN ST BUCKEYE AZ USA 85326	NH, NH
AHMAD AROONA M	23545 W HUNTINGTON DR BUCKEYE 85326	23545 W HUNTINGTON DR BUCKEYE AZ USA 85326	NH, NH
LOBERIANO ESTRELLA	23553 W HUNTINGTON DR BUCKEYE 85326	1348 SPANISH NEEDLE CT ORANGE PARK FL USA 32073	How much per unit? How much the down payment? Maybe he would move in. This is good. Romeo
MUGENZI YANNICK	23561 W HUNTINGTON DR BUCKEYE 85326	23561 W HUNTINGTON DR BUCKEYE AZ USA 85326	NH, NH
SIERRA MIGUEL ENRI CASTILLO	23567 W HUNTINGTON DR BUCKEYE 85326	23567 W HUNTINGTON DR BUCKEYE AZ USA 85326	NH, NH
JONES KATHERINE WRIGHT/CRITTENDEN ERIC Q/SHUNDRA C	23568 W HUNTINGTON DR BUCKEYE 85326	23568 W HUNTINGTON DR BUCKEYE AZ USA 85326	Thank you for the heads up. No issues.
SRMZ 3 LLC	23548 W HUNTINGTON DR BUCKEYE 85326	AUSTIN TX USA 78746	Teen answered, parents aren't home, they are renters
TAH 2018-1 BORROWER LLC	23565 W HIDALGO AVE BUCKEYE 85326	1508 BROOKHOLLOW DR SANTA ANA CA USA 92705	"That's so nice. Thank you!" talked to Kwame
HAMMOND KENNETH/ROCKNEY CHRISTINE	23557 W HIDALGO AVE BUCKEYE 85326	23557 W HIDALGO AVE BUCKEYE AZ USA 85326	Lots of no soliciting signs. Told them briefly, said "it doesn't matter. That's ok with me."
PINCKNEY RONNETTE	23549 W HIDALGO AVE BUCKEYE 85326	23549 W HIDALGO AVE BUCKEYE AZ USA 85326	Dogs were barking loud. We quickly told them what it was and he didn't care to see images.
BRIESE DEREK A/KOURTNEI C	5639 S 231ST AVE BUCKEYE 85326	5639 S 231ST AVE BUCKEYE AZ USA 85326	new home is under construction, people might be living in the trailer in the backyard, didn't want to walk in the backyard and startle them. No cars on property.
MORGAN JASON/PATRICIA	5709 S 231ST AVE BUCKEYE 85326	5709 S 231ST AVE BUCKEYE AZ USA 85326	call next week, he was talking to his daughter who lives in the UK, observation-his house might be where heads lights hit, cell 602-573-3738, called him the next time we were out in the area and he didn't answer
SOUTHERN COMFORT ESTATES LLC	5823 S 231ST AVE BUCKEYE 85326	2029 S 225TH LN BUCKEYE AZ USA 85326	I spoke to Wayne Kirkpatrick, who owns 5 acres near the SE portion of the proposal. He is the one who touches Southern Ave. He uses 2.5 acres for his metal fabrication business and 2.5 acres for his home. He is in the county and told me all of the stories about how the City of Buckeye "screwed him" out of money and time when he was trying to get his permits. We spoke for over an hour Saturday afternoon around 4pm. (Yes, it was 115* at that time and yes, we stood outside the whole time). By the end, he agreed that Light Industrial next to his (sometimes loud) metal fabrication business was better than homes. He said that developers and Cities have tried to eminent domain him before on other sites and tried to "steam roll" him. He has never had someone knock on his door (it is actually like a fortress and I had to ring a call button and have the giant metal gate open for me) and talk to him about a project. Nobody has ever asked him for his opinion before. He thinks Lennar "does business differently" and is excited for me to introduce him to Vickey for a long term relationship. I think there is a chance that we might be able to get a letter of support further down the road. Since he owns 5 acres and lives behind a giant wall, I thought the only time to get a hold of him might be a Saturday afternoon.
	5689 S. 231st Ave ?		Knocked, NH
	Next home north-no address		NH

NEC Southern & Watson - 500' Mailing List

Owner	Address	CITY	State	Zip
RG3 TWO LLC	2601 W DUNLAP AVE STE 10	PHOENIX	AZ	85021
CRANE HARVESTING AND TRUCKING INC	PO BOX 397	BUCKEYE	AZ	85326
ARMAS JAIME JR/MARIA ISABEL/JAIME MACIAS SR	23036 W SUNLAND AVE	BUCKEYE	AZ	85326
CANO LUIS ARMANDO LECHUGA	5405 S 231ST AVE	BUCKEYE	AZ	85326
WILLIAMS EVELYN Y	23004 W SUNLAND AVE	BUCKEYE	AZ	85326
JACKSON ANTIONE SR/RECO	23542 W PECAN RD	BUCKEYE	AZ	85326
SILVIO MATHIEU LIVING TRUST	5605 S 235TH DR	BUCKEYE	AZ	85326
CASTANEDA SALVADOR	23575 W WAYLAND DR	BUCKEYE	AZ	85326
MARK OAKLEY AND JUDITH DEAN-OAKLEY LIVING TRUST	23574 W WAYLAND DR	BUCKEYE	AZ	85326
JAIME LISA A/WILLINGHAM JANINE M	23571 W PECAN RD	BUCKEYE	AZ	85326
LEUCHS JOSEPH ROBERT/STACY VANESSA TR	23578 W HIDALGO AVE	BUCKEYE	AZ	85326
MONREAL ALEJANDRA/FLORES MONREAL	23577 W HUNTINGTON DR	BUCKEYE	AZ	85326
STANTON AUTUMN/JARRPD	5889 S 235TH LN	BUCKEYE	AZ	85326
PERALTA DOMINGUEZ KENZEY MARIE	5905 S 235TH LN	BUCKEYE	AZ	85326
HERRERA MARIA ELENA B	23580 W HUNTINGTON DR	BUCKEYE	AZ	85326
SOCHOR RYAN ALEXANDER/KYRA LEANNE	23573 W HIDALGO AVE	BUCKEYE	AZ	85326
RIATA WEST COMMUNITY ASSOCIATION	4135 S POWER RD STE 122	MESA	AZ	85212
ROSS DRESS FOR LESS INC	5130 HACIENDA DR	DUBLIN	CA	94568
LENNAR ARIZONA INC	1665 W ALAMEDA DR STE 130	TEMPE	AZ	85282
AYIYI RICHARD JR	23556 W HUNTINGTON DR	BUCKEYE	AZ	85326
NAPUTI STEVE KYLE C/NARISSA B	23563 W PECAN RD	BUCKEYE	AZ	85326
CLAVER DAVE	5921 S 235TH LN	BUCKEYE	AZ	85326
HUNT BRANDON/ANA MARIA	23555 W PECAN RD	BUCKEYE	AZ	85326
PADILLA DULCE E/ALVARADO ENRIQUE	23564 W WAYLAND DR	BUCKEYE	AZ	85326
MORENO WILLIAM ENRIQUE/GUTIERREZ DE MORENO FLORA A	23554 W WAYLAND DR	BUCKEYE	AZ	85326
REYNOSO JOSE GALLARDO/MEZA ANGELICA	5621 S 235TH DR	BUCKEYE	AZ	85326

JONES COREY/JOHNSON SHATOYA	5637 S 235TH DR	BUCKEYE	AZ	85326
JONES CARROLL WAYNE JR	5653 S 235TH DR	BUCKEYE	AZ	85326
ZAVALA CHARLENE HELEN/ALICIA	5669 S 235TH DR	BUCKEYE	AZ	85326
MARTINEZ JOSEPH T/ANA L	23543 W WAYLAND DR	BUCKEYE	AZ	85326
FULTON VANESSA L/ROBERT B	23551 W WAYLAND DR	BUCKEYE	AZ	85326
YEE SYDNEY/ALEX	23559 W WAYLAND DR	BUCKEYE	AZ	85326
BRACAMONTES DAVID/MARIA	23560 W HIDALGO AVE	BUCKEYE	AZ	85326
MACK TANYA Y	23552 W HIDALGO AVE	BUCKEYE	AZ	85326
RUSSELL ESTHER	23544 W HIDALGO AVE	BUCKEYE	AZ	85326
CITY OF BUCKEYE - KEN GALICA	530 E MONROE AVE	BUCKEYE	AZ	85326
JACKSON DARRIN	5769 S 235TH DR	BUCKEYE	AZ	85326
GARCIA MARCO ANTONIO	5785 S 235TH DR	BUCKEYE	AZ	85326
SALEEM RUBY/MALIK	5803 S 235TH DR	BUCKEYE	AZ	85326
MOLINA NELIDA G MARTINEZ	2885 S 256TH DR	BUCKEYE	AZ	85326
5829 S 235TH DR LLC	19435 W MELVIN ST	BUCKEYE	AZ	85326
AHMAD AROONA M	23545 W HUNTINGTON DR	BUCKEYE	AZ	85326
LOBERIANO ESTRELLA	1348 SPANISH NEEDLE CT	ORANGE PARK	FL	32073
MUGENZI YANNICK	23561 W HUNTINGTON DR	BUCKEYE	AZ	85326
SIERRA MIGUEL ENRI CASTILLO	23567 W HUNTINGTON DR	BUCKEYE	AZ	85326
JONES KATHERINE WRIGHT/CRITTENDEN ERIC Q/SHUNDRA C	23568 W HUNTINGTON DR	BUCKEYE	AZ	85326
SRMZ 3 LLC	23548 W HUNTINGTON DR	BUCKEYE	AZ	85326
TAH 2018-1 BORROWER LLC	1508 BROOKHOLLOW DR	SANTA ANA	CA	92705
HAMMOND KENNETH/ROCKNEY CHRISTINE	23557 W HIDALGO AVE	BUCKEYE	AZ	85326
PINCKNEY RONNETTE	23549 W HIDALGO AVE	BUCKEYE	AZ	85326
BRIESE DEREK A/KOURTNEI C	5639 S 231ST AVE	BUCKEYE	AZ	85326
BRIESE DEREK A/KOURTNEI C	5639 S 231ST AVE	BUCKEYE	AZ	85326
MORGAN JASON/PATRICIA	5709 S 231ST AVE	BUCKEYE	AZ	85326
SOUTHERN COMFORT ESTATES LLC	2029 S 225TH LN	BUCKEYE	AZ	85326
WAL-MART STORES EAST LP	1301 SE 10TH ST	BENTONVILLE	AR	72716
DRM FARMS LLC	PO BOX 356	BUCKEYE	AZ	85326

NEC Southern & Watson - 500’ Buffer Map

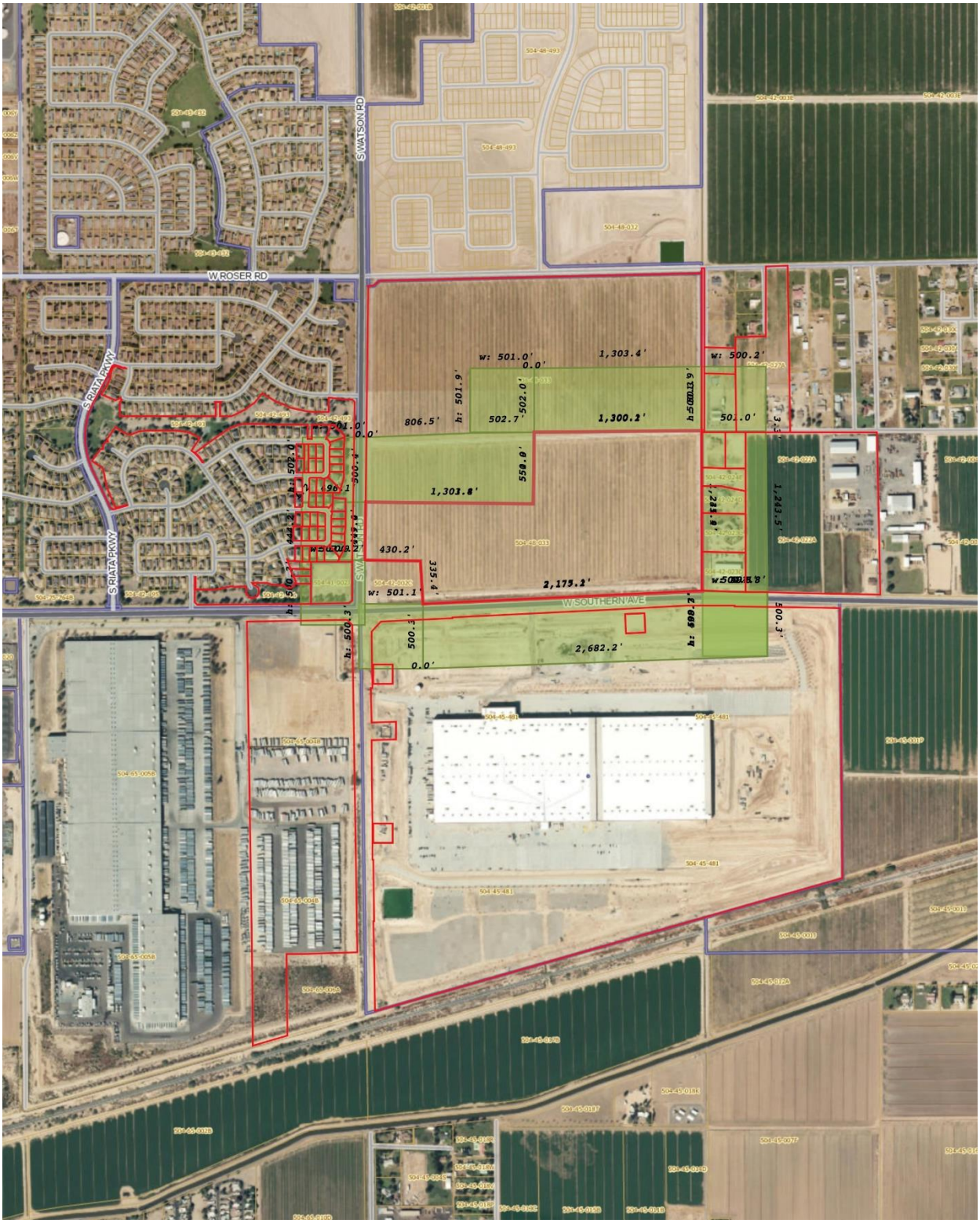


Exhibit H

From: Jennifer Heeter
To: Ken Galica
Subject: rezoning meeting scheduled for 10/8/2024
Date: Friday, September 27, 2024 3:41:51 PM

You don't often get email from ladyjennifer11@gmail.com. Learn why this is important

[**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.]

Good afternoon,

I am writing to you regarding the rezoning meeting for the northeast corner of Watson and Southern Ave. I will not be able to attend this meeting as I will be working that day.

I have concerns as a resident who lives in the Riata West Subdivision. I have noticed a significant increase in traffic on Southern Ave recently. It's impacting the resident's ability to turn left out of the subdivision at times. I can only imagine that creating more industrial buildings in this area will increase traffic further. I was also disappointed in the light pollution that was created by adding the Ross Industrial building on the southeast corner of Southern and Watson. Adding additional light industrial buildings will further impact light pollution.

I understand the need for growth in industry required for the 'largest growing city in Arizona', however, I feel that this growth should be outside of residential areas such as the 303 industrial park. I have lived here for nearly 10 years and thought of moving a few times due to some of the changes near my home. You should take into consideration the nearby residents' thoughts on large projects such as this before they come to fruition.

Thank you for your time and consideration,

Dr. Jennifer Heeter, DNP, APRN, FNP-C, WCC
Riata West Resident
(330) 631-8627

City of Buckeye Planning Commission
530 Monroe Avenue
Buckeye, AZ 85326

RE. Case No. :PLZZ-24-0002

Dear Members of the Planning Commission,
My name is Wayne Kirkpatrick and I am in full support of the proposed rezoning at the Northeast corner of Southern Avenue & Watson Road. I own approximately 5 acres directly adjacent to the proposed site on the east side of 231st Ave. The southern portion of my property is my business and the other half of my property is my dream home which took my wife and I over 4 years to design and build this home.

In the same way that my workshop is the perfect buffer between Southern Avenue and my home, I believe the proposed commercial and light industrial will act as the perfect buffer between Southern Avenue and the Lennar homes that are currently under construction.

I appreciate the buffer between our home on the east side of 231st Avenue and where the buildings will actually start.

Please join me in supporting the requested changes in this proposed rezoning.

Respectfully,

Wayne Kirkpatrick
5823 S. 231st Ave.
Buckeye, AZ 85326

From: autumn stanton
To: Ken Galica
Cc: Tony Youngker
Subject: Lennar Meeting Tonight
Date: Tuesday, October 8, 2024 2:00:55 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.]

Ken, I wanted to reach out regarding the meeting tonight as I am not able to attend due to a surgery I am recouping from. Will you be making a decision tonight or will residents have a chance to speak again on Nov 4th?

I wanted to ask that the City along with the City Council really think about this one. There is already the Walmart, Ross and another warehouse (currently sitting empty) on Southern. Allowing for light industrial is another warehouse as that is what Lennar's intentions are as well (I was at the open house). For residents that drive to this area daily along with residents that use this area as a cut through it is already congested. There are so many truckers that adding another warehouse and truckers to this area is just going to back things up even more. The Ross warehouse and empty warehouse haven't even really opened for business so when you already add all that traffic to it, it makes sense to say no. Light industrial/warehouses need to stick to the outskirts of the City where transportation and routes are available. Even with widening Watson and Southern there still is not enough space for big trucks. There are already so many accidents on the corner of Watson and Southern and now Southern and Apache that the City really needs to implement something better. At what point does the City start to be picky about what rezoning makes sense and what they allow to be built considering the area at which it is built. This area makes no sense to be rezoned as there is residential all around and that is what homeowners consider when purchasing and finding hopefully their starter or forever home in some cases. They do their due diligence, look at what is zoned around and then make their decision according to what they find out for results. Residents look to these areas as a safe haven, their place to relax, unwind and get away from the Hussle and bustle of life. Bringing in businesses and warehouses does that exact opposite. It makes it to where there is no peace, rather just 24-7 congestion. Not to mention what it does for home values and safety. What is it going to take for the City to start hearing their residents. I have many social media reactions and posts I could share that residents are fed up with the infrastructure choices being made (below is a couple however there are more on FB sites that deal with all Buckeye residents). They all have the attitude of why we should even bother going to these meetings because the same couple of people at the city make the decisions not caring what residents show up how anyone feels or when they need to put their foot down. I can share these posts with you. I would say 99% of the residents are not for businesses and warehouses in the residential communities and want the City to start prioritizing us. It is a big deal. Once the area is rezoned and building is up that is it. You can't choose to decide oh we made a mistake. Watson, Southern, Apache, and the surrounding streets are not big enough to sustain a heavily trafficked area. It is in the middle of residential. Businesses, buildings, warehouses and shops should be put in areas that are easily accessible (this area is not). The opening of Watson to the 85 got pushed back so that isn't even a viable help in the near future as well to help ease traffic concerns. Once the new Lennar homes come in totaling close to 1,000 new residents, the Ross warehouse gets in full working condition along with the empty warehouse gets utilized this is going to make Watson, Southern and surrounding streets a nightmare. I truly hope that the City and the lawyers start to consider resident feedback (we live in the areas, drive the streets and are the ones that make Buckeye what it is and listen.

Consider our voice and find alternative solutions. This is not one of them. I am sure this will fall on death ears but hope that it is considered.

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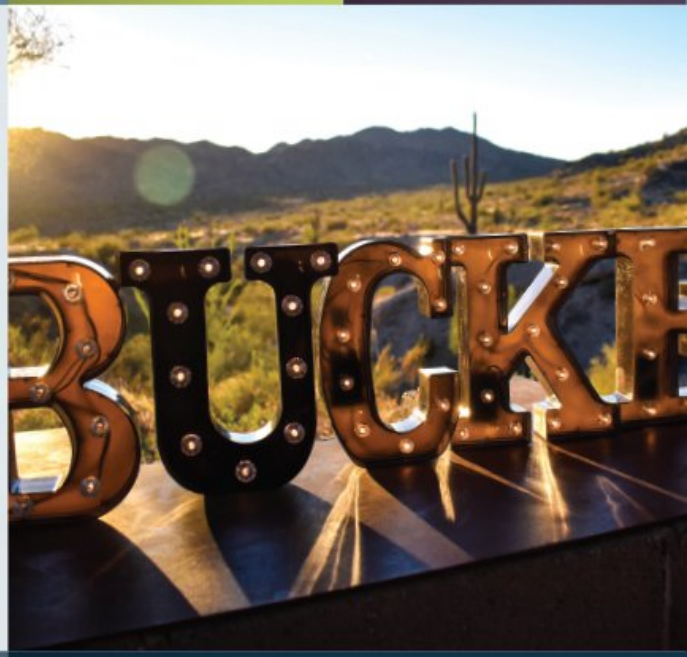
https://nextdoor.com/p/dh9345nBSxPL?utm_source=share&extras=OTA1NzcxMDE%3D&utm_campaign=1728420899274

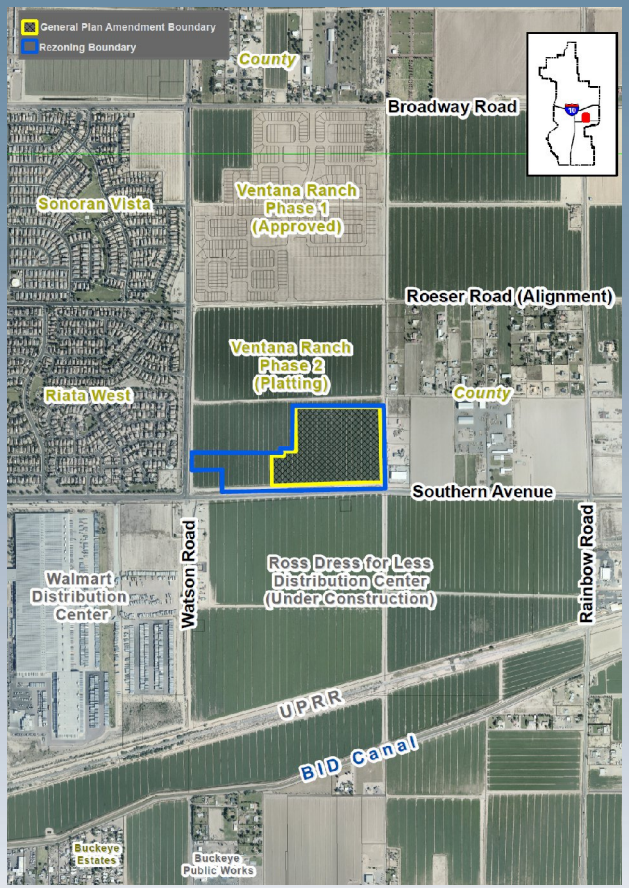
AUTUMN STANTON
EMAIL: ASTANTON21@HOTMAIL.COM
CELL: (623) 293-7673
EFAX: (866) 207-7940

Ventana Ranch 2
Minor General Plan Amendment and Rezoning

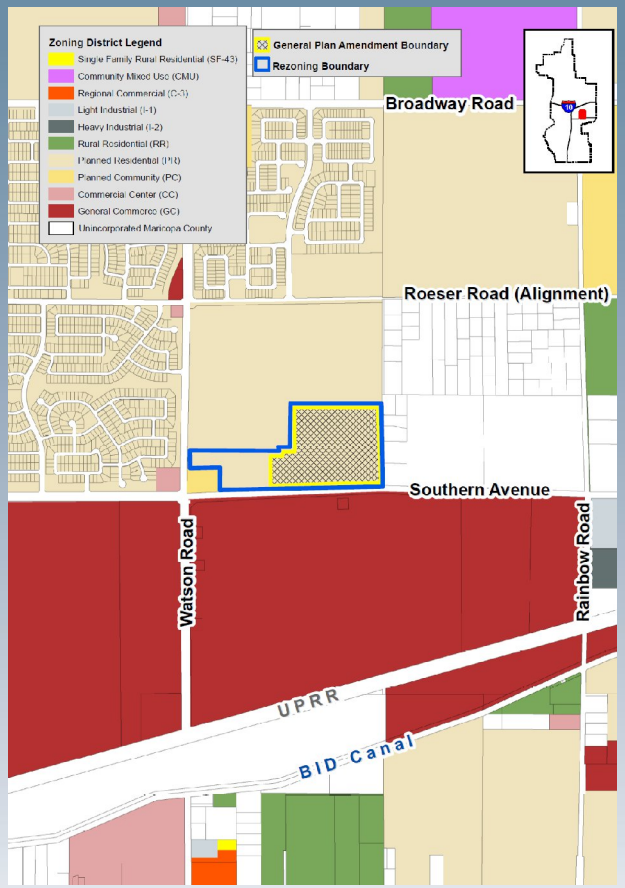
City Council Meeting
November 5, 2024
Cases PLZU-24-0001 and PLZZ-24-0002



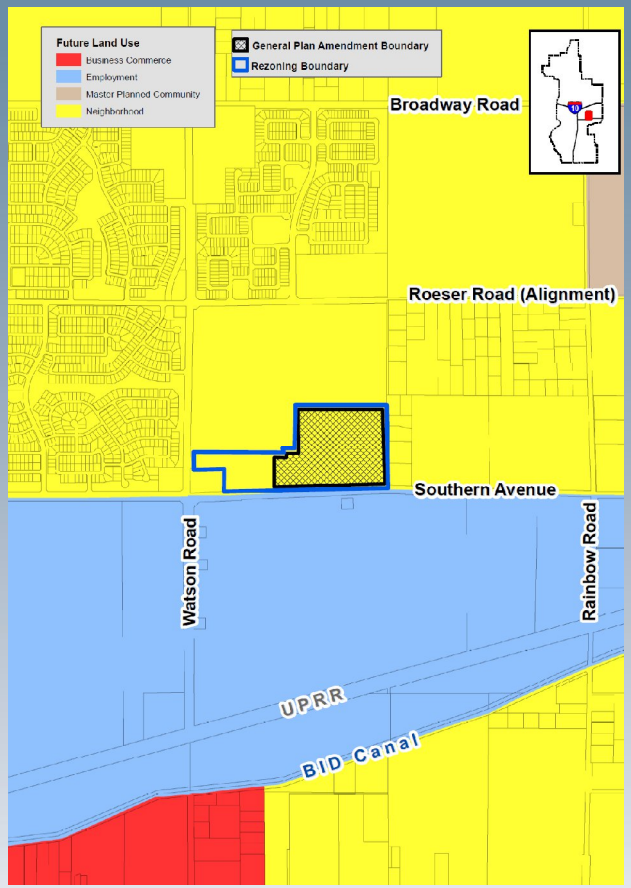
BUCKEYE, AZ
buckeyeaz.gov



Aerial



Zoning Map



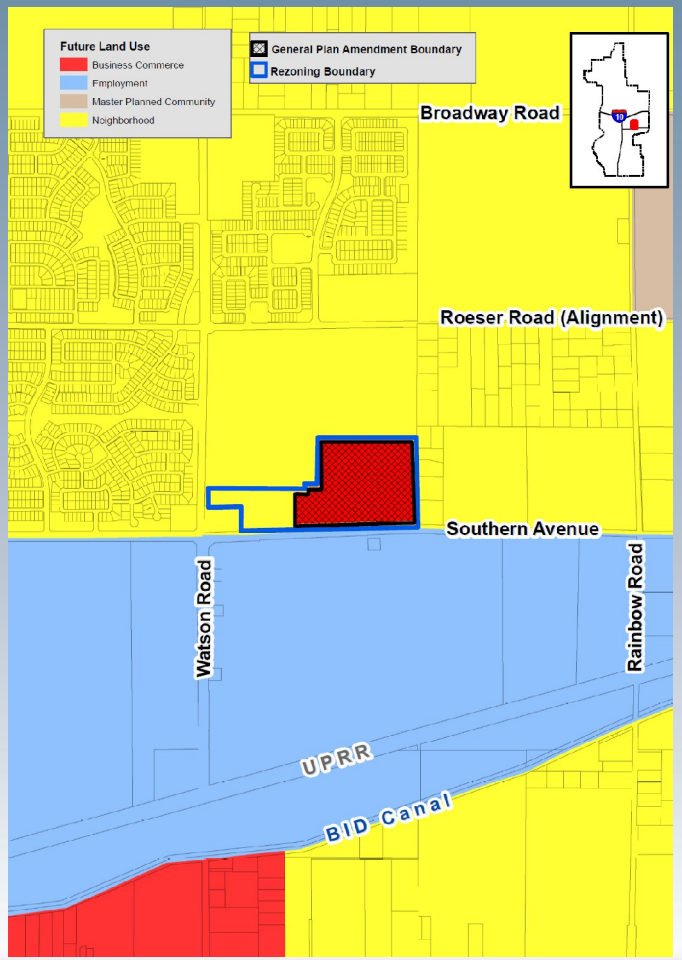
Existing General Plan LU Map

N

BUCKEYE, AZ

Request #1 – Minor General Plan Amendment

- Change land use designation of 43.87 acres from Neighborhood to Business Commerce
- Business Commerce land use: Accommodates development of community and regional serving commercial, office, and business park with an emphasis on walkability to surrounding neighborhoods
- How is Business Commerce different from Employment?



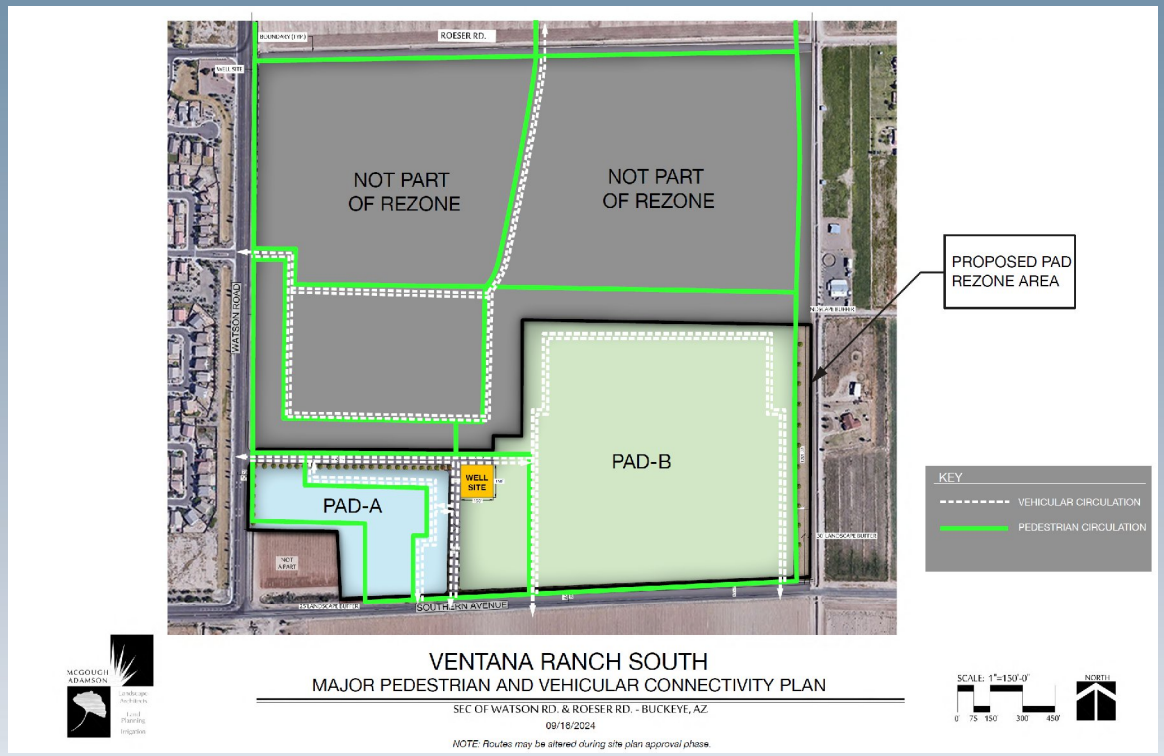
Request #2 – Rezone to Planned Area Development

- Rezone 52.40 acres from Planned Residential (PR) to Planned Area Development (PAD)
- Two distinct subareas
  - PAD-A: Commercial
    - Uses based on C-1 and C-2 districts but more narrowly tailored
    - Development standards based on C-2, no modifications requested
  - PAD-B: Business Park
    - Uses based on BP and I-1 districts but more narrowly tailored; no heavy industrial uses permitted
    - Development standards based on BP with two exceptions



Request #2 – Rezone to Planned Area Development

- Requested PAD-B/BP standard modifications:
  - Maximum building height increase from 50 feet to 65 feet
  - Minimum building setback from residential increase from 50 feet to 75 feet
  - All other standards per code
- Staff has recommended conditions limiting maximum building area and prohibiting cross-dock facilities



Analysis

- PAD is consistent with the Neighborhood and (proposed) Business Commerce land use designations on the site; approval of GPA needed to consider approval of rezoning
- With staff recommended conditions, the GPA and rezone proposals will result an appropriate transition in intensity and scale between large industrial uses south of Southern Avenue and residential uses north of Southern Avenue
- Furthers land use compatibility and economic development related goals in the General Plan and responds to current market trends
- Heavy industrial uses not permitted; enclosed light industrial uses only, not visible from adjacent streets or properties

Analysis (Cont'd)

- Proposed development and design standards consistent with code; height increase is offset by corresponding requirement for greater setback from adjacent residential
- Adequate buffering/setback requirements proposed
- Future site plan review by Planning and Zoning Commission anticipated (required for projects 75,000 square feet or greater)
- Developer to complete adjacent half-street improvements to Watson Road and Southern Avenue
- Property served by City water and sewer; extent of developer improvements needed to be determined with site plan
- No outstanding issues for reviewing departments

Public Participation

- Neighborhood Meeting: August 14, 2024 at Coyote Branch Library
  - Approximately 10 attendees; mixed response to proposals
  - One email from nearby resident opposed to further industrialization of the Southern Avenue corridor due to traffic and light impacts on residents in the area
- All required notices completed in accordance with requirements
  - 500-foot mailing
  - Signs posted on property
  - Legal advertisements in Arizona Republic
- Applicant team also elected to provide door-to-door outreach to owners within mailing radius; not required by City
- Planning & Zoning Commission recommended approval of GPA and Rezoning (subject to staff recommended conditions) on October 8, 2024
  - One resident opposed and one resident in support of project spoke during public hearing

Recommendations

General Plan Amendment (PLZU-24-0001)

APPROVAL

Public Hearing Required

Rezone to PAD (PLZZ-24-0002)

APPROVAL SUBJECT TO CONDITIONS (a) THROUGH (r)

Public Hearing Required

Items must be considered in the order listed above; approval of GPA is required to consider approval of the Rezone

REZONE

Report to the Mayor and City Council

CASE NUMBER:	PLZZ-24-0002
TITLE:	Ventana Ranch 2 (South) Rezoning
MEETING DATE:	November 5, 2024

Applicant:	William Lally, Tiffany & Bosco, P.A.
Owner(s):	Lennar Arizona, LLC
Request:	Rezone from Planned Residential (PR) to Planned Area Development (PAD)
District:	2
Location:	Approximately 450 feet east of the northeast corner of Southern Avenue and Watson Road (Exhibits A, B, C and D)
Site size:	Approximately 52.40 net acres
Density:	Not applicable
Public input:	An advertised neighborhood meeting was held on August 14, 2024; excluding City staff and the applicant team, approximately 10 people attended the meeting, with support for the proposal mixed. All required notices of this public hearing have been completed. Staff has received two emails from nearby residents in opposition to the request and one letter from a nearby resident in favor of the request Additionally, one nearby resident opposed to the project and one nearby resident in favor of the project spoke during the Planning & Zoning Commission public hearing, at which the item was recommended for approval.
Recommendation:	Adoption of Ordinance No. 26-24, approving Case PLZZ-24-0002, subject to conditions (a) through (r)

PROJECT DESCRIPTION:

1. William Lally, Tiffany & Bosco, PA, on behalf of property owner Lennar Arizona, LLC, is requesting approval of a rezone of 52.40 net acres located approximately 450 feet east of the northeast corner of Southern Avenue and Watson Road (Exhibits E and F). The applicant is requesting to rezone the property from Planned Residential (PR) to Planned Area Development (PAD) to facilitate development of a mixed commercial project consisting of separate but integrated business park and retail areas.

2. The proposed PAD structure divides the property into two distinct subareas, as follows:

    a. Subarea PAD-A is an 11.9 gross acre area wrapping the northeast corner of Southern Avenue and Watson Road, excluding the 3.5-acre parcel at the hard corner that is separately owned and not part of this rezoning request. Per the proposed PAD, this subarea will develop with a customized list of neighborhood-serving uses such as retail, restaurants, and other commercial services based upon the City's Neighborhood Commercial (C-1) and Community Commercial (C-2) districts. To ensure Buckeye develops a diverse range of businesses that meet the needs of its residents, the proposed PAD restricts certain commercial uses that have recently become abundant, like mini-storage facilities and car washes. Development standards in the PAD-A are per the C-2 district, with no modifications requested.

    b. The 43.9 gross acre PAD-B subarea is located east of PAD-A, continuing to the eastern edge of the property. The proposed PAD-B subarea would allow for development of a range of business park and light industrial uses including indoor light manufacturing, warehousing, and distribution, based upon the City's Business Park (BP) and Light Industrial (I-1) zoning districts. Heavy industrial uses, such as those permitted within the Heavy Industrial (I-2) district, will not be permitted in the PAD-B subarea. Development standards for PAD-B are based upon the BP district, with two exceptions.

3. A concurrent request for a Minor General Plan Amendment to change the land use designation of 43.9 acres of the subject property from Neighborhood to Business Commerce is scheduled for review at this same meeting. As the proposed business park component of the project is not supported in the Neighborhood General Plan designation, approval of this rezoning application may only be considered if the General Plan Amendment request is first approved.

AREA CONTEXT:

4. Table 1: Existing Land Use, General Plan Designation, and Zoning District:

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Agricultural/Farming	Neighborhood	Planned Residential (PR)
South of Southern Avenue	Light Industrial (Ross Distribution Center)	Employment	General Commerce (GC)
North	Agricultural/Farming	Neighborhood	Planned Residential (PR)
East	Rural Residential and Industrial in Maricopa County	Neighborhood	Maricopa County RU-43
West	Single-Family Subdivision (Riata West) with Undeveloped Commercial Corner	Neighborhood	Planned Residential (PR) and Commercial Center (CC)

PUBLIC PARTICIPATION SUMMARY:

5. A neighborhood meeting, providing an opportunity for interested parties to learn more about the request, was held on August 14, 2024, at 6:00 P.M. at the Coyote Branch of the Buckeye Public Library. As required by Buckeye Development Code, written notices to property owners within 500 feet of the subject site were mailed on July 30, 2024, over fifteen (15) days prior to the date of the meeting. In addition, the applicant provided door-to-door outreach to residences within the 500-foot radius prior to the neighborhood meeting. A Public Participation Report detailing the full outreach completed for this project is attached as Exhibit G.
6. Excluding the applicant team and City staff, approximately 10 people attended the neighborhood meeting. Staff observed a mixed response to the proposal, with 3-4 people expressing some concerns over impacts of business park/light industrial development on nearby neighborhoods and the remainder either sharing support for the project or having no opinion.
7. In addition to the verbal feedback received during the neighborhood meeting, staff has received emails from two residents in the general vicinity of the subject property opposed to this request, and one letter from a nearby resident in support of the project. This correspondence can be found as Exhibit H to this staff report.

8. Two residents living in the vicinity of the property, one opposed to the request and one in favor, spoke during the Planning & Zoning Commission public hearings for the General Plan Amendment and Rezoning conducted on October 8, 2024. Planning and Zoning Commission recommended approval of both the GPA and Rezoning, subject to staff's recommended conditions.
9. All required notifications of this public hearing were completed at least fifteen (15) days in advance of the meeting date, as follows:

Notification Element	Date
Published in the Arizona Republic	September 20, 2024
Site Posted	September 23, 2024
Mailing Notice to Property Owners Within 500 Feet of Site	September 23, 2024

BACKGROUND:

10. *October 2000:* The subject property was annexed as part of a larger annexation covering a total of 305.57 acres by City Council's adoption of Ordinance 50-00.
11. *September 2005:* The property was rezoned to Planned Residential (PR) by City Council's adoption of Ordinance 45-05.
12. *October 8, 2024:* The Planning and Zoning Commission conducted a public hearing and recommended approval of both the proposed General Plan Amendment and Rezoning applications for this property. Two members of the public spoke during the public hearing, one in support and one in opposition.

ANALYSIS:

Conformance with the General Plan:

13. As previously noted, a concurrent request for a Minor General Plan Amendment, changing the land use designation of 43.87 acres of the property (subarea PAD-B) from Neighborhood to Business Commerce, is scheduled for consideration immediately prior to this item. The Business Commerce designation accommodates development of community and regional serving commercial development, professional offices, and business parks. Development in this category is expected to have access to major roads while also encouraging walkability by providing connections to adjoining neighborhoods. The proposed PAD-B subarea is consistent with the Business Commerce designation with

regard to uses, development standards, and design standards; however, by virtue of the proposal allowing for a building up to 450,000 square feet and permitting cross dock distribution facilities, staff believes the PAD-B subarea is more aligned with the Employment land use designation, which permits larger scale and more truck intensive industrial development that are not supported on this site. To ensure conformance with the Business Commerce designation, staff has recommended stipulations restricting maximum building area in PAD-B to 200,000 square feet and prohibiting cross dock facilities. Approval of the General Plan Amendment is required before approval of the rezoning can be considered.

14. The General Plan designation of the remainder of the property (subarea PAD-A) is not included in the General Plan Amendment request and will remain Neighborhood. In addition to residential uses, the Neighborhood land use supports limited commercial uses such as neighborhood scaled shops, parks, recreational facilities, religious institutions, offices, and educational uses. The proposed uses and development standards for PAD-A are consistent with the Neighborhood designation.

15. The General Plan Amendment and this companion rezoning are supported, as, in concert, they will:
    a. Provide a more appropriate transition between industrial uses south of Southern Avenue and residential uses north of Southern Avenue, in furtherance of General Plan Goal G-3, “Non-residential development is considerate of existing and future adjacent residential uses.”
    b. Provide employment opportunities for residents in close proximity to residential neighborhoods, in furtherance of General Plan Goal G-4, “Mixed-use land patterns are developed in appropriate areas throughout the community.”
    c. Further the City’s Economic Development related goals and assist in meeting desired jobs to population ratios outlined in General Plan Policy G-1.8: “The City of Buckeye will encourage commerce and business employment centers that respond to the City’s economic needs and that correspond with Buckeye’s targeted economic sectors.” and General Plan Policy G-7.3 “The City of Buckeye will have an average of one to one jobs per household”.
    d. Accommodate development of a business park product type that will meet a need not currently met by large scale warehouse buildings or more traditional retail shopping centers.
    e. Provide for high quality landscape design and architecture that enhances Buckeye’s aesthetic, with industrial site functions not visible from off property.

Zoning:

16. The intent of this rezoning is to entitle the property to accommodate future site planning and development of a mix of commercial and business park light industrial uses that provides both employment opportunities as well as meets service needs of residents in the area while respecting those residential uses through limiting scale, providing ample buffering, and utilizing excellent design.

17. The PAD serves as a natural transition between large-scale industrial developments to the south and residential areas to the north, ensuring compatibility and minimizing negative impacts on surrounding neighborhoods.

18. Using City zoning districts such as Business Park (BP) and Community Commercial (C-2) as a starting point, the proposed uses in the PAD-A and PAD-B subareas have been narrowed to ensure compatibility between this development and existing and planned residential uses in the area. The proposed uses are consistent with the General Plan, as proposed to be amended, as outlined above.

19. Similarly, development standards for this PAD have been based on the standards of the BP and C-2 districts. No modifications to the C-2 standards are proposed for the PAD-A area. Two modifications to the BP standards are proposed for the PAD-B subarea. Specifically, A 15-foot height increase from the underlying 50-foot BP standard, allowing up to 65 feet, is proposed. To offset potential impacts from the additional height on surrounding residential properties, the PAD proposes to increase the required setback of any building from those adjacent residential properties to 75 feet from the code standard of 50 feet. Staff supports this proposed trade-off as it will achieve the desired goal of reducing height impacts on surrounding properties. No other modifications are proposed.

20. As noted, Staff's recommendation includes conditions limiting the maximum size of any building in the PAD-B subarea to 200,000 feet and prohibiting cross-dock distribution centers in that subarea. These conditions are intended to ensure that the business park develops at an appropriate scale appropriate given its adjacency to residential uses, and to ensure that any industrial function is not visible from off property as is the expectation for development in the General Plan's Business Commerce land use designation.

Future Development:

21. No conceptual site plan has been provided for the site to date. Approval of a Site Plan application will be required prior to development occurring on the property. Any Site Plan for a building of 75,000 square feet or greater will require Planning and Zoning Commission approval.

22. All future development within the PAD will be required to meet or exceed the City's architectural, site, and landscape design criteria as outlined in the Development Code. Development across the full site will be required to utilize complimentary styles to create a sense of a cohesive, master planned project. The PAD document contains imagery of the quality of architecture that will be expected on the site.

23. A vehicular and pedestrian circulation plan is included within the PAD. Though specific driveway locations are likely to change as site plans are reviewed for the project, it is expected that the site will feature access from both Southern Avenue and Watson Road. Cross connectivity between the PAD-A and PAD-B subareas will be provided, as will pedestrian connectivity between the subareas and also the adjacent planned Ventana Ranch 2 neighborhood. Per standard, the developer will complete all half-street improvements to Watson Road and Southern Avenue adjacent to the site.

24. The site is located will be within the City of Buckeye sewer and water service areas. A City well site is identified within the PAD between the PAD-A and PAD-B subareas; the location of the well site has been approved by the City's Water Resources Department. The developer will be responsible for completing all water and sewer infrastructure improvements needed to serve the proposed development, the extent of which will be determined when a Site Plan(s) is submitted for the project.

25. The property will be serviced by City of Buckeye Police and Fire Departments, with the nearest stations for each being located in downtown Buckeye 3 to 3.5 miles from the subject property.

26. The property is located within the Buckeye Union High School and Buckeye Elementary School Districts. Mixed commercial/business park development of the site, as proposed, will not result in any direct impacts on either district.

RECOMMENDATION:

27. Staff recommends the City Council conduct a public hearing and adopt Ordinance No. 26-24, approving application PLZZ-24-0002, a rezoning from Planned Residential to Planned Area Development for Ventana Ranch 2, recommend approval of a Rezone from Planned Residential (PR) to Planned Area Development (PAD) for Ventana Ranch 2 (PLZZ-24-0002), subject to Conditions (a) through (p), for the following reasons:

    - The rezoning conforms to the Neighborhood General Plan land use designation that is applied to the PAD-A subarea of the site and the Business Commerce land use designation proposed on the PAD-B subarea of the site. *Note:* If the

companion Minor General Plan Amendment is not approved, the rezoning would not be consistent with the General Plan and should not be approved.

- The rezoning conforms to the Buckeye Development Code; all proposed modifications to permitted uses and standards are to ensure enhanced compatibility between light industrial, commercial, and residential uses.
- There are no outstanding issues for reviewing departments (Engineering, Fire, Public Works, Community Services, Police, Water Resources, and Development Services).

Planning Division Conditions – Standard/General

a) Development of the property shall be in conformance with the "Ventana Ranch South Planned Area Development Narrative" consisting of 33 pages date stamped July 11, 2024, except as modified by the following conditions.

b) Development of the property shall be in conformance to the "Ventana Ranch South Planned Area Development Standards and Guidelines Report" consisting of 23 pages, date stamped September 16, 2024, except as modified by the following conditions.

c) The property owner/s and their successor waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as result of this approval.

Planning Division Conditions - Project Specific

d) The maximum building area within the PAD-B subarea shall not exceed 200,000 square feet.

e) Cross-dock warehouse/distribu?on buildings shall be prohibited within the PAD-B subarea. Loading and service shall be restricted to a maximum of one façade eleva?on within this area.

Engineering Conditions – Standard/General

f) All projects are required to meet the most current adopted City of Buckeye (COB) Engineering Design Standards (EDS) as well as the most recent adopted MAG standards and specifications. Engineering comments regarding grading, drainage, streets, water and wastewater will be provided during subsequent project submittals.

Transportation/Traffic – Standard and Site Specific Conditions

a) Prior to approval of site plan, a Traffic Impact Analysis is required to be submitted and approved. All requirements of the Traffic Impact Analysis shall be reflected on the approved construction drawings.

b) Prior to the issuance of the first permit for the property, the Property Owner/Developer shall pay a pro rata share cost of up to nine (9) regional future traffic signals to be installed within this section of land. The pro rata share is based on a ratio of the project acreage to the developable acreage within the section. The sectional contribution is to be based

on the following allocation of costs: (i) 25 percent share of four (4) possible signals at arterial street intersections; (ii) 50 percent share of four (4) possible signals at half-mile collector street intersections or project entries; and (iii) 100 percent share of one (1) possible signal internal to this project. The cost shall be based on an anticipated signal cost as determined by the City.

c) All non-regional traffic signals that are required by this project shall be funded and constructed by this project prior to C of O.

d) All regional traffic signals required by this project shall be constructed by this project prior to C of O. This may have a reimbursable component from the regional signal fees collected by the City from other parcels per City Engineer approval.

e) All medians required for controlling site access (such as right in-right out driveways) will be the responsibility of the developer and constructed with the half-street improvement along the property's frontage.

f) In the event that access to and within the project is deemed a threat to public safety and security by the City, the City has broad authority to take such action as it deems necessary to address such a threat until such time as the Property Owner/Developer eliminates the safety concerns to the City's satisfaction. The Property Owner/Developer is responsible for revising the roadway and access layout to alleviate the City's concerns with respect to public safety and security. Any such changes will be considered a minor change to existing site plan approvals and shall be approved by the City.

g) Half-street improvements including Rights-of-Way dedication shall be required along the entire parcel frontage as part of this development, including the installation of ITS conduit per the City standards. ITS conduits (2 7-way micro-ducts) must be installed along Watson Road per City standards, including any necessary splice boxes.

Fire Department Conditions – Standard/General

h) The Buckeye Fire Chief and City Engineer shall determine the number, location, and types of all fire hydrants.

i) Prior to delivery of any combustible materials to the site, a fire protection system approved by the Buckeye Fire Marshal shall be completely operational.

j) All buildings shall be equipped with a fire protection system as required by City of Buckeye Ordinance 03-22.

k) Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.

Public Works Conditions – Standard/General

l) All landscaped areas within the public rights of way shall be designed and sealed by a landscape architect licensed by the Arizona Board of Technical Registration. The City Public Works Department shall review all irrigation plans for material selection only; therefore, the landscape architect shall coordinate with the Public Works Department

early in the design to ensure the most efficient means of landscape irrigation that will reduce both long term maintenance costs and keep watering to the absolute minimum required for healthy growth of landscaping along the roadways of the City of Buckeye.

m) No new natural turf shall be installed in a public right-of-way or median. Areas with up to 10,000 square feet of turf within a public right-of-way at gateways, entrances to major communities, or special landscaping designs approved by the city's development services department are exempt from the restrictions of this stipulation.

n) Plant material within the right-of-way shall not obstruct any regulatory signage or sight distance triangle as defined in the Engineering Development Standards.

o) The following trees are prohibited from any landscaping plans in accordance with Chapter 9 of City Code (Section 9-10): Male Mulberry Tree (Morus Alba), Olive Tree (Olea Europea). Additionally, North Indian Rosewood Trees (Dalbergia Sissoo) shall not be planted within the rights of way (and are suggested not being planted within the property) due to their destructive and invasive root structure

p) Storm Drainage: The City of Buckeye is permitted as a Phase 2 MS4 and is now subject to more stringent standards for stormwater discharge. All stormwater plans must now meet the requirements of the City of Buckeye's MS4 permit as issued by ADEQ (Permit Number AZG2016-002).

Water Conditions – Site Specific

q) At or prior to site plan approval, property owner shall dedicate land for a future well site (well site #2) to the City of Buckeye, at no cost to the City. The land will be in substantially the location and dimensions depicted on Exhibit "J" of the "Ventana Ranch South Planned Area Development Narrative."

r) Prior to building permit issuance, property owner or developer shall pay a pro rata share of the cost of one well to be installed within this section of land. The cost shall be based on the total max day demand anticipated for all phases of development in excess of the permitted volume of well #1. If this permitted volume meets or exceeds the total max day demand for all phases of development, the property owner or developer cost would be zero.

ATTACHMENTS:

Exhibit A – Aerial Vicinity Map
Exhibit B – Zoning Map
Exhibit C – Existing General Plan Land Use Map
Exhibit D – Proposed General Plan Land Use Map
Exhibit E – PAD Rezoning Narrative
Exhibit F – PAD Standards and Guidelines
Exhibit G – Citizen Participation Report
Exhibit H – Written Opposition and Support

Prepared By:
Ken Galica, Planning Manager

Reviewed By:
Adam Copeland, Deputy Director of Planning

WHEN RECORDED, RETURN TO:

City of Buckeye
ATTN: City Clerk, Lucinda J. Aja
530 East Monroe Avenue
Buckeye, Arizona 85326

ORDINANCE NO. 26-24

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, AMENDING THE ZONING MAP OF THE CITY OF BUCKEYE FOR APPROXIMATELY 52.4 ACRES LOCATED APPROXIMATELY 450 FEET EAST OF THE NORTHEAST CORNER OF SOUTH WATSON ROAD AND WEST SOUTHERN AVENUE FROM PLANNED RESIDENTIAL (PR) TO PLANNED AREA DEVELOPMENT (PAD).

WHEREAS, by adoption of this Ordinance, the City Council desires to amend the Zoning Map of the City of Buckeye by changing the zoning of approximately 52.4 acres of real property located approximately 450 feet east of the northeast corner of S. Watson Road and W. Southern Avenue from Planned Residential (PR) to Planned Area Development (PAD); and

WHEREAS, all required notices of the public hearings scheduled on this zoning request were provided pursuant to the Development Code of the City of Buckeye and State law; and

WHEREAS, the City of Buckeye Planning & Zoning Commission held a public hearing on October 8, 2024, and recommended approval of this zoning change subject to conditions; and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Constitution of Arizona, the Council has considered the individual property rights and personal liberties of the residents of the City before adopting this ordinance; and

WHEREAS, the recommended zoning changes are in conformity with the General Plan.

NOW THEREFORE BE IT ORDAINED, by the Mayor and City Council of the City of Buckeye, Arizona, as follows:

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

Section 2. The Zoning Map of the City of Buckeye is hereby amended by changing approximately 52.4 acres of real property, as legally described in **Exhibit A** and depicted in **Exhibit B**, attached hereto and incorporated herein by reference, (the "Property") from Planned Residential (PR) to Planned Area Development (PAD).

Section 3. All present and future owners of the Property shall develop the Property in accordance with the requirements of the Ventana Ranch South Planned Area Development Narrative, a copy of which is on file in the office of the City Clerk, as provided in **Exhibit C** attached hereto;

the Ventana Ranch South Planned Area Development Standards and Guidelines Report, a copy of which is on file in the office of the City Clerk, as provided in **Exhibit D** attached hereto; and in accordance with conditions (a) through (r), as set forth in **Exhibit E** attached hereto.

Section 4. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 5th day of November, 2024.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 26-24

[Legal Description]

See the following page.

EXHIBIT B
TO
ORDINANCE NO. 26-24

[Depiction]

See the following page.

EXHIBIT C
TO
ORDINANCE NO. 26-24

[Ventana Ranch South Planned Area Development Narrative]

(On file with the City of Buckeye City Clerk's Office)

EXHIBIT D
TO
ORDINANCE NO. 26-24

[Ventana Ranch South Planned Area Development Standards and Guidelines Report]

(On file with the City of Buckeye City Clerk's Office)

EXHIBIT E
TO
ORDINANCE NO. 26-24

[Conditions of Approval]

Planning Division Conditions – Standard/General

a) Development of the property shall be in conformance with the "Ventana Ranch South Planned Area Development Narrative" consisting of 33 pages date stamped July 11, 2024, except as modified by the following conditions.

b) Development of the property shall be in conformance to the "Ventana Ranch South Planned Area Development Standards and Guidelines Report" consisting of 23 pages, date stamped September 16, 2024, except as modified by the following conditions.

c) The property owner/s and their successor waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as result of this approval.

Planning Division Conditions - Project Specific

d) The maximum building area within the PAD-B subarea shall not exceed 200,000 square feet.

e) Cross-dock warehouse/distribution buildings shall be prohibited within the PAD-B subarea. Loading and service shall be restricted to a maximum of one façade elevation within this area.

Engineering Conditions – Standard/General

f) All projects are required to meet the most current adopted City of Buckeye (COB) Engineering Design Standards (EDS) as well as the most recent adopted MAG standards and specifications. Engineering comments regarding grading, drainage, streets, water and wastewater will be provided during subsequent project submittals.

Transportation/Traffic – Standard and Site Specific Conditions

a) Prior to approval of site plan, a Traffic Impact Analysis is required to be submitted and approved. All requirements of the Traffic Impact Analysis shall be reflected on the approved construction drawings.

b) Prior to the issuance of the first permit for the property, the Property Owner/Developer shall pay a pro rata share cost of up to nine (9) regional future traffic signals to be installed within this section of land. The pro rata share is based on a ratio of the project acreage to the developable acreage within the section. The sectional contribution is to be based on the following allocation of costs: (i) 25 percent share of four (4) possible signals at arterial street intersections; (ii) 50 percent share of four (4) possible signals at half-mile collector street intersections or project entries; and (iii) 100 percent share of one (1) possible signal internal to this project. The cost shall be based on an anticipated signal cost as determined by the City.

c) All non-regional traffic signals that are required by this project shall be funded and constructed by this project prior to C of O.

d) All regional traffic signals required by this project shall be constructed by this project prior to C of O. This may have a reimbursable component from the regional signal fees collected by the City from other parcels per City Engineer approval.
e) All medians required for controlling site access (such as right in-right out driveways) will be the responsibility of the developer and constructed with the half-street improvement along the property's frontage.
f) In the event that access to and within the project is deemed a threat to public safety and security by the City, the City has broad authority to take such action as it deems necessary to address such a threat until such time as the Property Owner/Developer eliminates the safety concerns to the City's satisfaction. The Property Owner/Developer is responsible for revising the roadway and access layout to alleviate the City's concerns with respect to public safety and security. Any such changes will be considered a minor change to existing site plan approvals and shall be approved by the City.
g) Half-street improvements including Rights-of-Way dedication shall be required along the entire parcel frontage as part of this development, including the installation of ITS conduit per the City standards. ITS conduits (2 7-way micro-ducts) must be installed along Watson Road per City standards, including any necessary splice boxes.

Fire Department Conditions – Standard/General

h) The Buckeye Fire Chief and City Engineer shall determine the number, location, and types of all fire hydrants.
i) Prior to delivery of any combustible materials to the site, a fire protection system approved by the Buckeye Fire Marshal shall be completely operational.
j) All buildings shall be equipped with a fire protection system as required by City of Buckeye Ordinance 03-22.
k) Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.

Public Works Conditions – Standard/General

l) All landscaped areas within the public rights of way shall be designed and sealed by a landscape architect licensed by the Arizona Board of Technical Registration. The City Public Works Department shall review all irrigation plans for material selection only; therefore, the landscape architect shall coordinate with the Public Works Department early in the design to ensure the most efficient means of landscape irrigation that will reduce both long term maintenance costs and keep watering to the absolute minimum required for healthy growth of landscaping along the roadways of the City of Buckeye.
m) No new natural turf shall be installed in a public right-of-way or median. Areas with up to 10,000 square feet of turf within a public right-of-way at gateways, entrances to major communities, or special landscaping designs approved by the city's development services department are exempt from the restrictions of this stipulation.
n) Plant material within the right-of-way shall not obstruct any regulatory signage or sight distance triangle as defined in the Engineering Development Standards.
o) The following trees are prohibited from any landscaping plans in accordance with Chapter 9 of City Code (Section 9-10): Male Mulberry Tree (Morus Alba), Olive Tree (Olea

Europea). Additionally, North Indian Rosewood Trees (Dalbergia Sissoo) shall not be planted within the rights of way (and are suggested not being planted within the property) due to their destructive and invasive root structure

p) Storm Drainage: The City of Buckeye is permitted as a Phase 2 MS4 and is now subject to more stringent standards for stormwater discharge. All stormwater plans must now meet the requirements of the City of Buckeye's MS4 permit as issued by ADEQ (Permit Number AZG2016-002).

Water Conditions – Site Specific

q) At or prior to site plan approval, property owner shall dedicate land for a future well site (well site #2) to the City of Buckeye, at no cost to the City. The land will be in substantially the location and dimensions depicted on Exhibit "J" of the "Ventana Ranch South Planned Area Development Narrative."

r) Prior to building permit issuance, property owner or developer shall pay a pro rata share of the cost of one well to be installed within this section of land. The cost shall be based on the total max day demand anticipated for all phases of development in excess of the permitted volume of well #1. If this permitted volume meets or exceeds the total max day demand for all phases of development, the property owner or developer cost would be zero.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/05/24	**AGENDA ITEM:** 6.A. DS - Appeal of AIM Recycling Site Plan Approval - Application PLZM-24-0092
DATE PREPARED: 10/31/24	**DISTRICT NO.:** No. 1
STAFF LIAISON: Ken Galica, Planning Manager, kgalica@buckeyeaz.gov, (623) 349-6214	
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 is to hold a public hearing and approve or deny an appeal by Paul Gilbert, Gilbert Blilie PLLC on behalf of Miedema Produce Inc., of Buckeye Planning and Zoning Commission's September 10, 2024 approval of a Site Plan (Case No. PLZSP-23-00017) for Phase 1 of a proposed rail-served recycling facility consisting of a 61,812 square foot "downstream sorting" building, a 15,493 square foot administrative and non-ferrous processing building (expandable to 56,764 square feet), and related screened storage yards and loading areas on property located within the General Commerce (GC) zoning district.

SUMMARY

PROJECT DESCRIPTION:

At the regular meeting on September 10, 2024, at the recommendation of City staff, the Buckeye Planning and Zoning Commission approved (subject to conditions a through rr) a request by Richie Poole, Cawley Architects, on behalf of property owner American Iron & Metal (AIM) Recycling Phoenix LLC, for approval of a Site Plan for Phase 1 of a rail-served recycling facility consisting of a 63-foot-tall, 61,812 square foot "downstream sorting" building, a 39-foot-tall 15,493 square foot administrative and non-ferrous processing building (expandable to 56,764 square feet), and related screened storage yards and loading areas on 44.3 acres located approximately 1,300 feet west of the southwest corner of Palo Verde Road and Baseline Road within the General Commerce (GC) zoning district.

Buckeye process allows "any person aggrieved" to appeal a Planning and Zoning Commission determination to the City Council. The process requires the appeal to be filed within 20 days of the contested action and to be heard at the first available City Council meeting dependent upon the proper notification being completed by the appellant.

On September 30, 2024, the City received a complete application appealing the Commission's approval of the AIM Recycling Site Plan filed by Paul Gilbert, Gilbert Blilie PLLC, on behalf of Miedema Produce, Inc., the owner of approximately 160.5 acres of unincorporated farmland directly west of the AIM Recycling property.

The appellant has completed both required notifications in order to proceed with the appeal, posting the site on October 15th and running an ad in the October 16th edition of the Arizona Republic.

The issue on appeal for consideration: does the AIM Recycling Site Plan (PLZSP-23-00017), as

approved by the Planning and Zoning Commission on September 10, 2024, comply with the general intent of the Development Code Industrial Building Standards and Guidelines Section 5.9.1 to protect adjacent uses, with the requirement of a chain link fence with privacy slats along the western boundary of the AIM Recycling facility instead of a solid CMU wall. The email from Appellant stating this issue on appeal is attached as Exhibit H.

At this meeting, City Council will consider the merits of the appeal. The appellant will present its case and evidence supporting the appeal, followed by a presentation from the City (appellee). Following the City presentation, those wishing to be heard, including a representative(s) of AIM Recycling, may make statements during the public hearing. After the close of the public hearing, appellant may make a brief rebuttal statement before Council discussion and decision to grant or deny the appeal.

Please review the attached staff report and exhibits for a more detailed summary of the appeal along with an extensive history and analysis of the request.

Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

PLZM-24-0092_AIM_Recycling_Site_Plan_Appeal_-_Council_Staff_Report__11-5-24_ (2).docx
Exhibit A - Aerial Vicinity Map.pdf
Exhibit B - Zoning Map.pdf
Exhibit C - General Plan Land Use Map.pdf
Exhibit D - Appeal Request Letter.pdf
Exhibit E - 9-10-24 Planning and Zoning Commission Staff Report and Exhibits for AIM Recycling Site Plan.pdf
Exhibit F - Approved Site Plans.pdf
Exhibit G - Wall Plan Exhibit.pdf
Exhibit H - Email Response from Appellant.pdf
Exhibit_I_-AIM_Recycling__Response to Appeal of Planning and Zoning Commission Site PLan Approval.pdf
AIM Recycling Site Plan Appeal PPT 110524.pptx

APPEAL OF SITE PLAN APPROVAL

Report to the Mayor and City Council

CASE NUMBER:	PLZM-24-0092
TITLE:	Appeal of Site Plan Approval for AIM Recycling
MEETING DATE:	November 5, 2024

Applicant:	Paul Gilbert, Gilbert Blilie PLLC, on behalf of Miedema Produce, Inc.
Request:	Appeal by an adjoining property owner of Buckeye Planning and Zoning Commission's September 10, 2024 approval of a Site Plan for Phase 1 of a proposed rail-served recycling facility consisting of a 61,812 square foot "downstream sorting" building, a 15,493 square foot administrative and non-ferrous processing building (expandable to 56,764 square feet), and related screened storage yards and loading areas on property located within the General Commerce (GC) zoning district.
District	District 1
Location:	Approximately 1,300 feet west of the southwest corner of Palo Verde Road and Baseline Road (Exhibits A, B, and C)
Site size:	44.3 gross acres (Phase 1); 95.9 gross acres (All Phases)
Public input:	The appellant completed notifications of this public hearing via legal advertisement and sign posting as required by Buckeye Development Code. No feedback from the general public has been received to date.
Recommendation:	Deny the appeal, affirming the decision of the Planning and Zoning Commission to approve the proposed Site Plan on the grounds that is meets all applicable Buckeye Development Code standards and requirements.

HISTORY AND DESCRIPTION OF REQUEST

1. At their regular meeting on September 10, 2024, at the recommendation of City staff, the Buckeye Planning and Zoning Commission approved (subject to conditions a through rr) a request by Richie Poole, Cawley Architects, on behalf of property owner American Iron & Metal (AIM) Recycling Phoenix LLC, for approval of a Site Plan for Phase 1 of a rail-served recycling facility consisting of a 63-foot-tall, 61,812 square foot "downstream sorting" building, a 39-foot-tall 15,493 square foot administrative and non-ferrous processing building (expandable to 56,764 square feet), and related screened storage yards and loading areas on 44.3 acres located approximately 1,300 feet west of the southwest corner of Palo Verde Road and Baseline Road within the General Commerce (GC) zoning district. An aerial vicinity map, zoning map, and General Plan land use map depicting the property for which the site plan was approved are attached as Exhibits A, B and C.

2. Prior to the September 10th meeting, representatives of Miedema Produce, the owner of approximately 160.5 acres of farmland located directly west of the AIM Recycling site in the jurisdiction of Maricopa County, contacted staff opposing the proposed recycling facility use. Initially, Miedema's objections centered around the argument that the use itself was not permitted in the General Commerce (GC) zoning district. Planning staff and the City Attorney's Office did not concur with that assertion for the following reasons:

    a. General Commerce zoning district is an obsolete zone that accommodates development of a wide range of light industrial, heavy industrial, and commercial uses. Though recycling facilities are not specifically noted in Development Code Table 4-A, text within Section 7-4-3 of the obsolete code states (emphasis added): "Permissible uses within each district shall be in accordance with Table 4-A. The presumption established by this Code is that *all legitimate uses of land are permissible within at least one Zoning District*. Therefore, because the list of permissible uses set forth in Table 4-A, Permissible Uses, 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*."

    b. Uses listed within Table 4-A with impacts most similar to a recycling facility include "manufacturing, general", comparable in that they both utilize heavy machinery for industrial processing and generate semi-truck traffic, and "machinery and equipment storage", comparable with regard to the outdoor storage component of the use. As both "manufacturing, general" and "machinery and equipment storage" are listed as permitted uses in the

GC zone, utilizing the method specified in Section 7-4-3 of the obsolete code, the proposed recycling facility was also interpreted to be allowed within the GC zone.

3. Prior to the September 10th Planning and Zoning Commission meeting, the City and representatives of AIM were in regular contact with the representatives of Miedema Produce to attempt to address any specific concerns they may have related to the development of the AIM site with a recycling facility. In staff's view, the design of the site as proposed was sufficiently considerate of the adjacent property, with care taken to minimize objectionable views and noise, odor, dust, or vibration impacts on the existing agricultural use. Furthermore, federal, state, and local requirements to which AIM must adhere will ensure there is no groundwater contamination resulting from the operation of the recycling center. Over the course of the discussions between the City, AIM, and Miedema Produce, the primary concern of Miedema representatives appeared to focus on AIM's intention to provide an 8-foot-tall vinyl coated chain link fence with privacy slats adjacent to the Miedema property line (AIM's western boundary) rather than an 8-foot-tall solid masonry wall.

4. The Buckeye Development Code (Section 5.4.6.B.3.b) permits the use of chain link fencing in industrial zoning districts such as GC if the chain link is not visible from public rights-of-way. In staff's judgement, the approved AIM Site Plan (Exhibits F and G) complies with this code provision by solely utilizing 8-foot-tall decorative block walls on the site within 450 feet of the Baseline Road right-of-way before transitioning to vinyl coated chain link with privacy slates further south, where the fencing materials will not be visible from Baseline Road.

5. Though in agreement with City staff that a block wall was not required per code, AIM representatives proposed several potential solutions, including agreeing to construct the masonry wall the length of the property if Miedema Produce agreed to share the cost of the additional expense evenly with AIM. Though the City was not party to all negotiations between property owners, it is staff's understanding that Miedema did not support any solutions that did not include AIM paying for the full cost of the masonry wall.

6. As previously noted, the Planning and Zoning Commission reviewed the Site Plan for AIM Recycling at its meeting on September 10th; the staff report and exhibits provided to Planning and Zoning Commission prior to the meeting are attached as Exhibit E. Kurt Waldier, Gilbert Blilie PLLC, representing Miedema Produce, spoke during the public meeting for this item, reiterating Miedema's concerns with the proposed recycling center use and again requesting AIM be required, at their sole cost, to construct a solid

CMU wall the full length of the shared property line. At the conclusion of the item, the Commission approved the Site Plan, 4-1, subject to staff's recommended conditions. The Commission did not add a condition requiring AIM provide a solid block wall the length of the recycling site's west property line as requested by Mr. Waldier.

7. Buckeye's current process allows "any person aggrieved" to appeal a Planning and Zoning Commission determination to the City Council. The process requires the appeal to be filed within 20 days of the contested action and will be heard at the first available City Council meeting dependent upon the proper notification being completed by the appellant.

8. On September 30, 2024, on the twentieth day following Planning and Zoning Commission's approval, the City received a complete application appealing the Commission's approval of the AIM Recycling Site Plan. The application was filed by Paul Gilbert, Gilbert Blilie PLLC, on behalf of Miedema Produce, Inc.

9. A letter (Exhibit D) dated September 30, 2024, signed by Kurt Waldier, Gilbert Blilie PLLC on behalf of Miedema Produce, outlines the basis for the appeal. Within the letter, Mr. Waldier states, "This high-intensity recycling facility poses major threats for the future development of a packaging plant. Such as, the potential increased harborage of rodents and pests." Mr. Waldier goes on to specify, "…our main request for this appeal is simply for an 8-foot CMU wall across the entire western boundary of the AIM Recycling site adjacent to the Miedema Produce, Inc property. A CMU wall will provide a significantly enhanced barrier wall between the AIM Recycling property and the adjacent Miedema Produce, Inc property. However, the project is only proposing approximately 280 feet of CMU wall adjacent to the Miedema Produce property, with chain link fencing for the remainder of the boundary, which is grossly inadequate for the intensity of the AIM Recycling facility and highly permeable for any rodents and other pests that may find habitats on the AIM Recycling property."

10. City staff contacted the appellant via email on October 7, 2024, to confirm that the basis for appeal was not based upon any specific Buckeye Development Code provision not being met by AIM's site plan. Mr. Waldier confirmed in a response (Exhibit H) on October 8, 2024, that "… we are not taking a position that the approved site plan necessarily conflicts with any specific code provision that a 8-foot CMU wall is required as opposed to the proposed chain link fence with privacy slats. However, part of the general intent of the Industrial Building Standards and Guidelines in Section 5.9 of Buckeye's Development Code is to "protect adjacent uses."

11. Except for Miedema, no other property owners in the vicinity of this site have shared any concerns with the AIM use.

12. Representatives of AIM Recycling have provided a written rebuttal to Miedema's appeal which can be found as Exhibit I to this staff report.

DETAILS OF AIM RECYCLING USE AND SITE PLAN

13. Per the approved Site Plan, Phase 1 of the facility will occupy 44.3 acres of the overall 95.9-acre parcel owned by AIM.

14. The AIM Recycling facility will receive shipments of pre-shredded recyclable materials, primarily shredded automobiles, via train (for materials coming from AIM's shredding operation in California) and via semi-trucks (for materials coming from AIM's shredding operation in Phoenix). At the Buckeye facility, the pre-shredded materials will be input into sorting machines, which will extract and sort non-ferrous materials (e.g. copper, wire, brass, etc.) from materials that have no recyclable value, such as plastics and fabrics. Upon completion of the sorting process, the metallic materials are piled (height not to exceed 16 feet) and binned (height not to exceed 10 feet) before being re-loaded into trucks or railcars for transport to off-site facilities where they will be processed and reused. The non-recyclable "fluff" will be transported by truck to area landfills. In addition to the bulk materials coming from AIM shredding facilities, the facility will also purchase recyclable metals from the general public who will self-transport the materials to the site by car or truck. Upon receipt of a truckload of materials from the general public, the facility will transport the materials to AIM's Phoenix location for shredding. The facility is expected to operate near continuously.

15. In addition to complying with City requirements, the use will be required to comply with all applicable state and federal environmental regulations, ensuring the facility will operate in a safe manner that does not negatively impact nearby properties or the City as a whole. In general, the use is not expected to generate any noise, odor, dust, or smoke perceptible from off the property; noise to be generated at the site will be limited to sounds associated with loading and unloading of materials, with levels not expected to exceed acceptable limits. No shredding, the use most typically associated with excessive noise, will occur at this property.

16. The facility will utilize a variety of equipment to assist in the loading and unloading of materials, to include one extendable crane vehicle and multiple loaders and forklift vehicles. Of the equipment to be utilized, only the crane, when extended, will be visible from outside of the property.

17. Vehicular access to the site will be from two driveways along Baseline Road. The westernmost driveway, which is designed to be converted to a shared access for the future benefit of the undeveloped farmland to the west, will allow for full four-way turning movements into and out of the site. The eastern driveway will be restricted to a three-quarter access, permitting right-in, right-out, and left-in turning movements but prohibiting left-out turning movements. An emergency-only access to the Phase 1 site from Palo Verde Road is also provided through future phases of the site. A rail spur will be constructed paralleling the site's south and west property lines, allowing railcars to

exit the Union Pacific Railroad mainline for loading and unloading. The site as proposed meets all requirements for access. The developer will construct (or contribute fee-in-lieu towards) off-site improvements adjacent to Phase 1 as required by the Buckeye City Code.

18. Phase 1 of the site will include 131 parking spaces (7 ADA accessible spaces) for use by employees and visitors to the site. Additionally, two spaces will be equipped with charging stations for use by electric vehicles. The facility will be gated, with gates located beyond the employee and visitor parking areas.

19. Piled materials within the industrial yard will be limited in height and screened from view from Baseline Road and adjacent properties by use of a combination of decorative CMU screen walls 8 feet in height and landscaped areas featuring regularly repeating evergreen trees. As shown in the project renderings, this combination of treatments along with the aforementioned height limit for pile storage will result in the project maintaining a high-quality appearance from outside of the site.

20. A landscape buffer with a minimum width of 30' will be provided along the west property line, to be planted with 36" box Ironwood trees repeating every 15-25 feet. A combination of 8-foot-tall decorative CMU screen wall (for portions near to Baseline Road) and 8-foot-tall vinyl coated chain link fence with gray slats (for portions further from Baseline Road) will also be provided in the landscape buffer for further screening and separation between properties.

21. Proposed lighting is dark sky compliant and will not negatively impact surrounding properties.

22. The development will initially be served water from an on-site private well and wastewater by an on-site septic system. When City of Buckeye services are extended to this area, the development will tie into City water and sewer lines. A 22,500 square foot City well site is provided near the project's east drive adjacent to Baseline Road.

23. Future phases of the recycling facility are anticipated on the remainder of the site; Planning & Zoning Commission's approval of Site Plans for those future phases will be required. Any future phase will be subject to the same requirements for use, screening, and design as the initial phase.

AREA CONTEXT

24. The AIM Recycling site is located approximately 1,300 feet west of the southwest corner of Palo Verde Road and Baseline Road. The current land use, General Plan designation, and zoning district of surrounding properties is as follows:

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Agricultural/Farming	Employment	General Commerce (GC)

South of UPRR	Agricultural/Farming	Agriculture	Maricopa County Rural-43 (RU-43)
North of Baseline Road	Agricultural/Farming/Livestock	Agriculture	Maricopa County Rural-43 (RU-43)
East	Agricultural/Farming	Employment	General Commerce (GC), Maricopa County Rural-43 (RU-43)
West	Agricultural/Farming	Employment	Maricopa County Rural-43 (RU-43)

REQUIRED NOTICE

25. Applicants appealing a decision of the Planning and Zoning Commission are required to provide notice of the appeal hearing via newspaper legal ad and site posting at least fifteen days before the date of the hearing. The appellant completed both required notifications, posting the site on October 15th and running an ad in the October 16th edition of the Arizona Republic.

26. Staff has not been contacted by any interested parties pertaining to this appeal.

BACKGROUND

27. *February 2007:* The project site was annexed into the City of Buckeye by Ordinance No. 18-07. Upon annexation, the property was zoned Rural Residential (RR).

28. *July 2007:* The project site was rezoned from Rural Residential (RR) to General Commerce (GC) by Ordinance No. 49-07.

29. *September 10, 2024:* A Site Plan for AIM Recycling was approved for the subject property by the Planning and Zoning Commission, subject to staff recommended conditions a through rr.

30. *September 30, 2024:* An application appealing the Planning and Zoning Commission's approval was submitted by Gilbert Blilie PLLC on behalf of Miedema Produce.

ANALYSIS

31. The Site Plan and supporting documents for AIM Recycling approved by Planning and Zoning Commission on September 10th are in conformance with all applicable Development Code requirements. Specifically, the Development Code is relatively clear in that a solid wall is not required along the full west property boundary.

32. Staff has seen no evidence to suggest that the AIM recycling use, with a primary function of sorting and packaging pre-shredded automotive metal as detailed earlier in this

report, is unusually susceptible to rodent and/or pest infestation. Without evidence, requiring AIM to construct a solid wall along the entire west property line has no basis.

33. Furthermore, an 8-foot solid wall is unlikely to pose a more significant barrier to the types of pests and rodents commonplace to Arizona, which in can and do scale solid walls of similar height with relative ease.

34. As such, staff maintains its assertion that the combination masonry wall and chain link privacy fence along the west property line, as proposed by AIM, is sufficient and the AIM Site Plan, as approved by Planning and Zoning Commission, is in compliance with all City of Buckeye Development Code requirements.

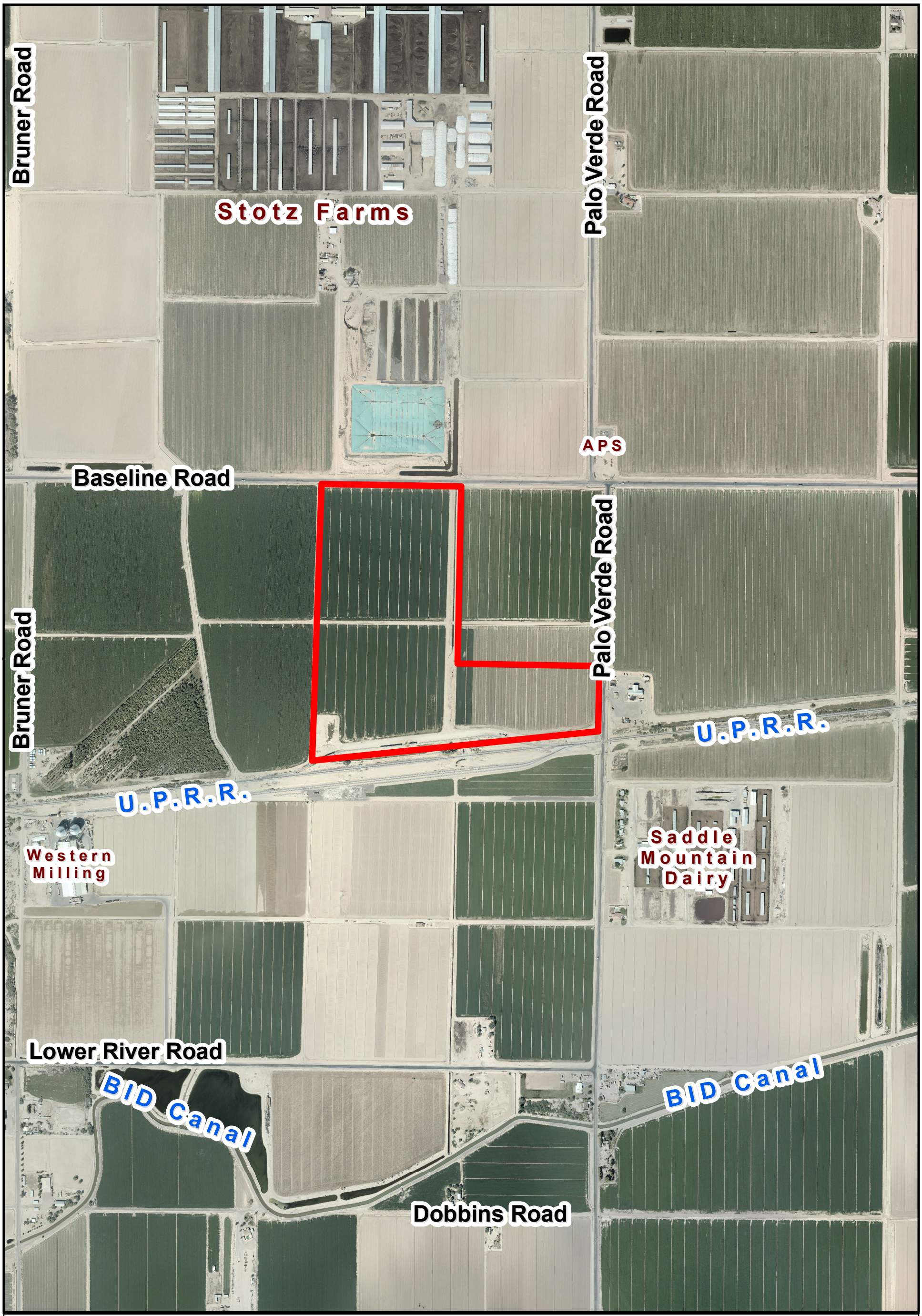
RECOMMENDATION

35. Staff recommends the City Council deny the appeal and affirm the Planning and Zoning Commission's September 10, 2024, approval of the Site Plan for AIM Recycling.

ATTACHMENTS

Exhibit A – Aerial Vicinity Map
Exhibit B – Zoning Map
Exhibit C – General Plan Land Use Map
Exhibit D – Appeal Request Letter
Exhibit E – Planning and Zoning Commission Packet for AIM Recycling Site Plan from Meeting of September 10, 2024
Exhibit F – Approved Site Plans
Exhibit G – Wall Plan Exhibit
Exhibit H – Email Response from Appellant
Exhibit I – (AIM Recycling) Rebuttal Letter

Prepared by:
Ken Galica, Planning Manager



VICINITY MAP

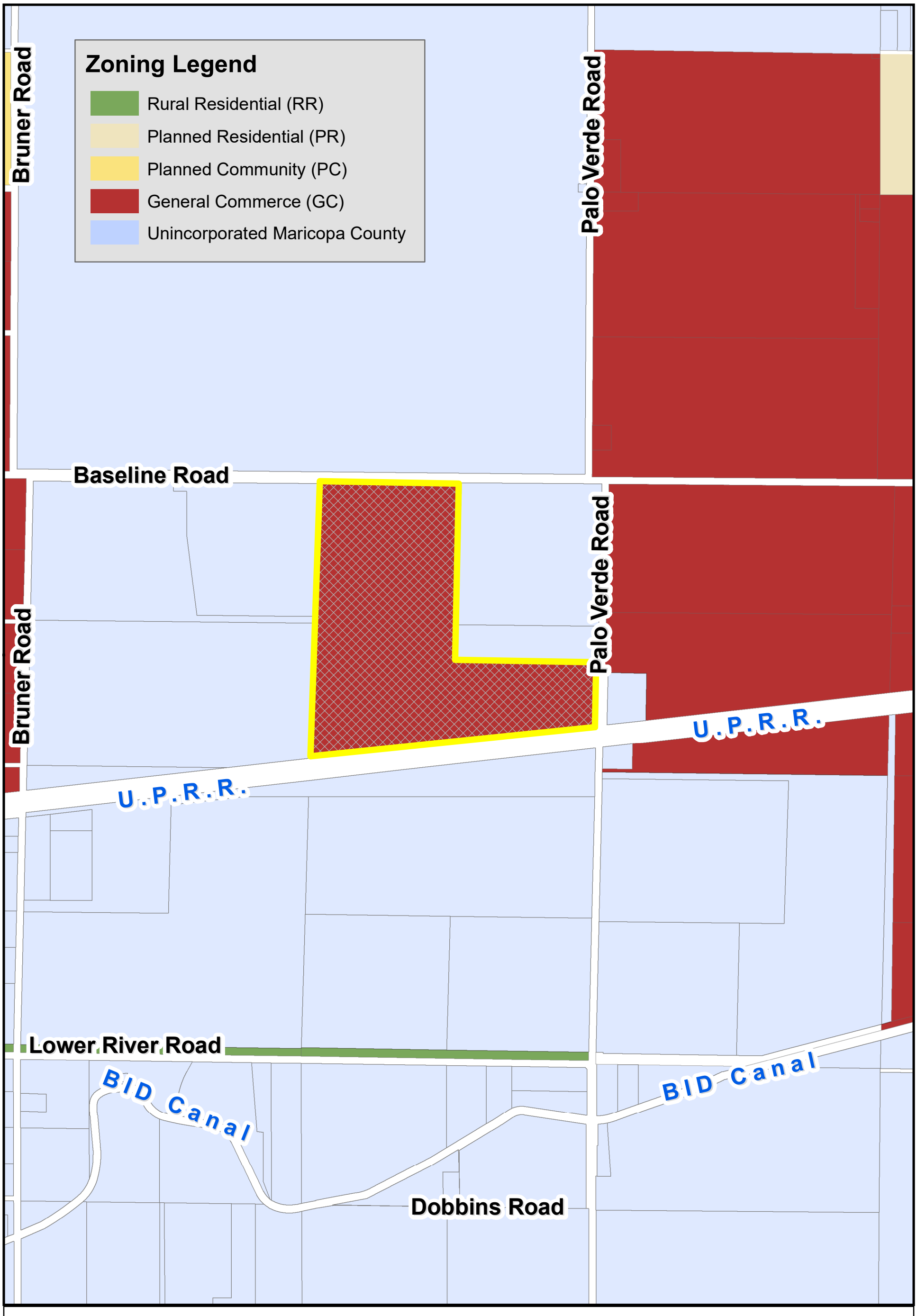
PLZSP-23-00017

AIM Recycling - Site Plan

Council District #1

BUCKEYE, AZ

N W E S



ZONING MAP

PLZSP-23-00017

AIM Recycling - Site Plan

Council District #1

BUCKEYE, AZ

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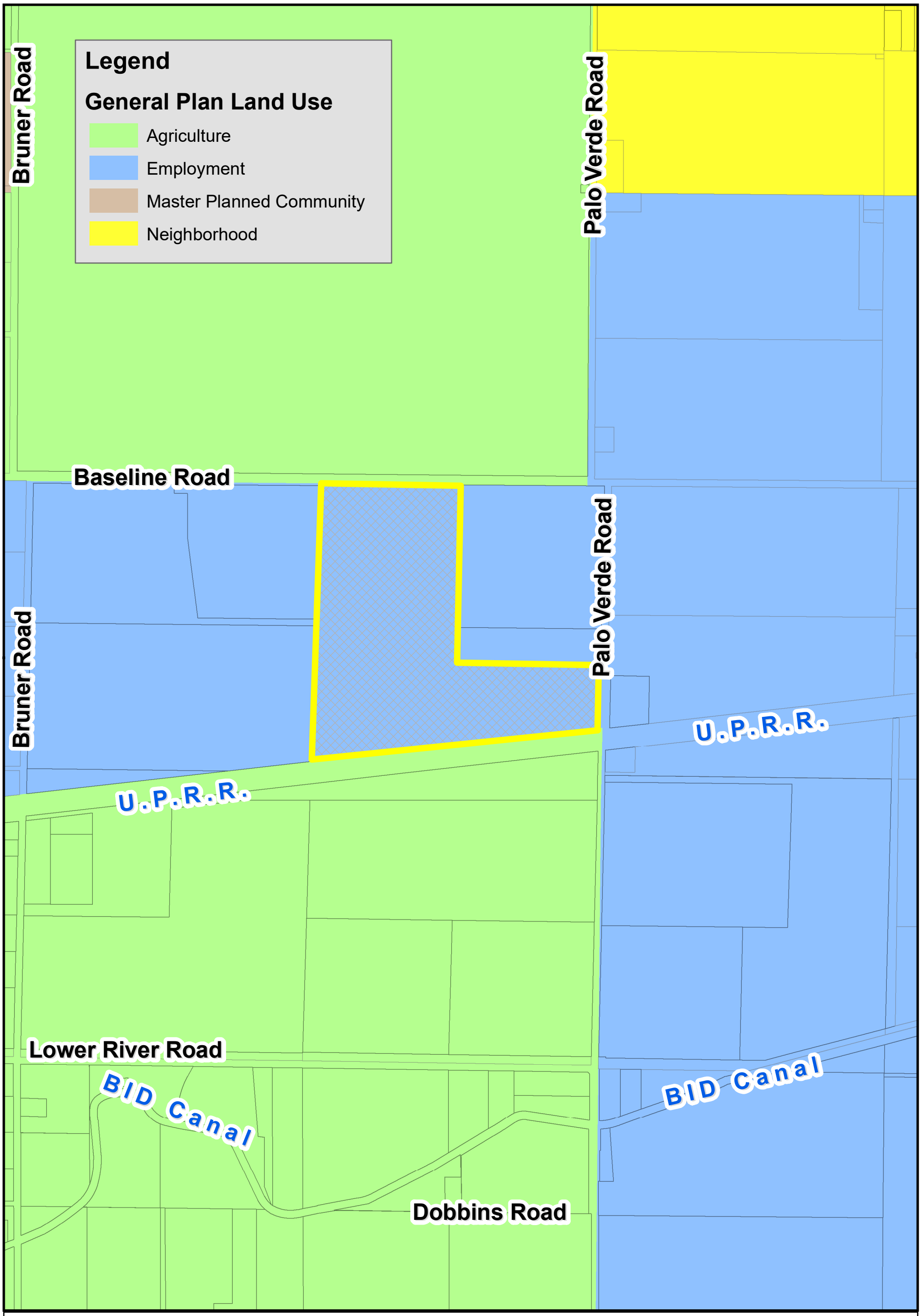

GENERAL PLAN LAND USE MAP

BUCKEYE, AZ

PLZSP-23-00017

AIM Recycling - Site Plan

Council District #1

N W E S

Exhibit D

1R PLZM-24-0091 RECEIVED SEPT 30 2024 WD

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FILE NUMBER
100582-000002

September 30, 2024

Re: AIM Recycling PLZSP-23-00017 Appeal of Planning Commission Decision
Approx. 1,300 ft west of the southwest corner of Palo Verde Rd and Baseline Rd

To whom it may concern:

Gilbert Blilie PLLC, on behalf of Miedema Produce, Inc, is writing to formally appeal the 4-1 decision by the City of Buckeye Planning Commission to approve the AIM Recycling site plan, case PLZSP-23-00017. Miedema Produce, Inc is the immediately adjacent property owner to the proposed AIM Recycling facility. Miedema Produce, Inc owns APNs 401-36-005, 401-36-006A, 401-36-006B, 401-36-007. These properties are currently located in unincorporated Maricopa County as they farm the agricultural land for produce. However, Miedema Produce, Inc purchased these properties five years ago with the vision of ultimately building a produce packaging plant in the City of Buckeye.

The proposed recycling facility is completely surrounded by agricultural fields and uses, including the property owned by Miedema Produce, Inc immediately to the west. This high-intensity recycling facility poses major threats for the future development of a packaging plant. Such as, the potential increased harborage of rodents and pests.

We have tried to reach out and work with AIMs and their representatives since we were notified of this proposed recycling facility in January of 2024, but our concerns were ignored for months and there was no proposition of a compromise. The AIMs representative did meet with us once in April of 2024 to listen to our concerns. We have made multiple reasonable requests to the AIMs team to mitigate some of the adverse effects of their recycling facility adjacent to the Miedema Produce, Inc property. However, none of those requests were accommodated for and we were not provided any updates on the site plan until August 27, 2024, just two weeks prior to the scheduled Planning and Zoning Commission hearing. It was clear that the AIMs Recycling team did not take any of our concerns into consideration in the design of their facility.

Although we had made several requests to make the recycling facility more compatible with the adjacent agricultural use, our main request for this appeal is simply for an 8-foot CMU wall across the entire western boundary of the AIM Recycling site adjacent to the Miedema Produce, Inc property. A CMU wall will provide a significantly enhanced barrier wall between the AIM Recycling property and the adjacent Miedema Produce, Inc property. However, the project is only proposing approximately 280 feet of CMU wall adjacent to the Miedema Produce property, with

chain link fencing for the remainder of the boundary, which is grossly inadequate for the intensity of the AIM Recycling facility and highly permeable for any rodents and other pests that may find habitats on the AIM Recycling property.

The AIMs team did not provide any sort of compromise to address our concerns until Councilman Youngker was gracious enough to schedule a meeting with both parties prior to the Planning and Zoning Commission hearing, after which the AIMs team offered to split the cost of the CMU wall across their western boundary. However, Miedema Produce, Inc should not be burdened by the high intensity use of the proposed AIM Recycling facility. The necessity for an enhanced and sturdy CMU wall as opposed to a chain link fence along is critical to even begin to mitigate some of the adverse effects of locating the high intense recycling facility within a sensitive agricultural area. An enhanced CMU wall would not be needed along the Miedema Produce, Inc border if a less intense of a use was proposed there that was more compatible with the surrounding and existing agricultural uses.

We hope the City strongly considers the major adverse effects that will be caused onto the adjacent agricultural neighbors of the proposed AIM Recycling facility and requires at a minimum that the entire western boundary of the site contain an 8-foot CMU wall.

Sincerely,

GILBERT BLILIE PLLC

Kurt Waldier, AICP

Exhibit E

BUCKEYE, AZ

SITE PLAN

Report to the Planning and Zoning Commission

CASE NUMBER:	**PLZSP-23-00017**
TITLE:	**AIM Recycling**
MEETING DATE:	**September 10, 2024**

Applicant/Owner:	Richie Poole, Cawley Architects, on behalf of property owner American Iron & Metal (AIM) Recycling Phoenix LLC
Request:	Approval of a Site Plan for Phase 1 of a proposed rail-served recycling facility consisting of a 61,812 square foot "downstream sorting" building, a 15,493 square foot administrative and non-ferrous processing building (expandable to 56,764 square feet), and related screened storage yards and loading areas on property located within the General Commerce (GC) zoning district.
District	District 1
Location:	Approximately 1,300 feet west of the southwest corner of Palo Verde Road and Baseline Road (Exhibits A, B, and C)
Site size:	44.3 gross acres (Phase 1); 95.9 gross acres (All Phases)
Public input:	Notice of application was sent by the applicant to all property owners within 300 feet of the subject site. The neighboring property owner directly west of this site is on record as opposing the proposed use. No additional feedback has been received.
Recommendation:	**Approve subject to conditions (a) through (rr)**

PROJECT DESCRIPTION

1. Richie Poole, Cawley Architects, on behalf of property owner American Iron & Metal (AIM) Recycling Phoenix LLC, is requesting Site Plan approval (Exhibits D and E) for Phase 1 of a rail-served recycling facility consisting of a 63-foot-tall, 61,812 square foot "downstream sorting" building, a 39-foot-tall 15,493 square foot administrative and non-ferrous processing building (expandable to 56,764 square feet), and related screened storage yards and loading areas on 44.3 acres located approximately 1,300 feet west of the southwest corner of Palo Verde Road and Baseline Road within the General Commerce (GC) zoning district (Exhibits A, B, and C).

2. Phase 1 of the facility will occupy 44.3 acres of the overall 95.9-acre parcel owned by AIM. Future phases of the recycling facility are anticipated on the remainder of the site; Planning & Zoning Commission's approval of Site Plans for those future phases will be required. Any future phase will be subject to the same requirements for use, screening, and design as the initial phase.

3. The planned facility will receive shipments of pre-shredded recyclable materials via train (for materials coming from AIM's shredding operation in California) and via semi-trucks (for materials coming from AIM's shredding operation in Phoenix). At the Buckeye facility, the pre-shredded materials will be input into sorting machines, which will extract and sort non-ferrous materials (e.g. copper, wire, brass, etc.) from materials that have no recyclable value, such as plastics and fabrics. Upon completion of the sorting process, the metallic materials are piled (height not to exceed 16 feet) and binned (height not to exceed 10 feet) before being re-loaded into trucks or railcars for transport to off-site facilities where they will be processed and reused. The non-recyclable "fluff" will be transported by truck to area landfills. In addition to the bulk materials coming from AIM shredding facilities, the facility will also purchase recyclable metals from the general public who will self-transport the materials to the site by car or truck. Upon receipt of a truckload of materials from the general public, the facility will transport the materials to AIM's Phoenix location for shredding. The facility is expected to operate Monday to Saturday from 6:00 A.M. to 6:00 P.M., though maintenance operations may occur outside of normal operating hours.

4. The facility will utilize a variety of equipment to assist in the loading and unloading of materials, to include one extendable crane vehicle and multiple loaders and forklift vehicles. Of the equipment to be utilized, only the crane, when extended, will be visible from outside of the property.

5. Vehicular access to the site will be from two driveways along Baseline Road. The westernmost driveway, which is designed to be converted to a shared access for the future benefit of the undeveloped farmland to the west, will allow for full four-way turning movements into and out of the site. The eastern driveway will be restricted to a three-quarter access, permitting right-in, right-out, and left-in turning movements but prohibiting left-out turning movements. An emergency-only access to the Phase 1 site

from Palo Verde Road is also provided through future phases of the site. A rail spur will be constructed paralleling the site's south and west property lines, allowing railcars to exit the Union Pacific Railroad mainline for loading and unloading.

6. Phase 1 of the site will include 131 parking spaces (7 ADA accessible spaces) for use by employees and visitors to the site. Additionally, two spaces will be equipped with charging stations for use by electric vehicles. The facility will be gated, with gates located beyond the employee and visitor parking areas.

7. A 22,500 square foot City well site is provided near the project's east drive adjacent to Baseline Road.

AREA CONTEXT

8. The subject property is located approximately 1,300 feet west of the southwest corner of Palo Verde Road and Baseline Road. The current land use, General Plan designation, and zoning district of surrounding properties is as follows:

	LAND USE	GENERAL PLAN	ZONING
Subject Property	**Agricultural/Farming**	**Employment**	**General Commerce (GC)**
South of UPRR	Agricultural/Farming	Agriculture	Maricopa County Rural-43 (RU-43)
North of Baseline Road	Agricultural/Farming/Livestock	Agriculture	Maricopa County Rural-43 (RU-43)
East	Agricultural/Farming	Employment	General Commerce (GC), Maricopa County Rural-43 (RU-43)
West	Agricultural/Farming	Employment	Maricopa County Rural-43 (RU-43)

PUBLIC PARTICIPATION

9. A notice of application was sent to all property owners within 300 feet of the subject site in Summer 2023.

10. Staff was contacted via telephone and email by owners/representatives of the agricultural property immediately west of this site, Miedma Produce, Incorporated, on the grounds that the proposed use is incompatible with future development of the Medima land with a vegetable processing facility (Exhibit L). It is the opinion of the ownership's representative that the proposed use is not permitted in the General

Commerce zoning district as "recycling facility" is not listed specifically as a permitted use in that district.

11. The General Commerce zoning district is an obsolete zone that accommodates development of a wide range of light industrial, heavy industrial, and commercial uses. As the Miedma Produce representation notes, recycling facilities are not specifically noted in Table 4-A. However, Section 7-4-3 of the obsolete code states (emphasis added):

> "Permissible uses within each district shall be in accordance with Table 4-A. The presumption established by this Code is that ***all legitimate uses of land are permissible within at least one Zoning District***. Therefore, because the list of permissible uses set forth in Table 4-A, Permissible Uses, 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***."

12. Uses listed within Table 4-A with impacts most similar to a recycling facility include "manufacturing, general", comparable in that they both utilize heavy machinery for industrial processing and generate semi-truck traffic, and "machinery and equipment storage", comparable with regard to the outdoor storage. As both "manufacturing, general" and "machinery and equipment storage" are listed as permitted uses in the GC zone, utilizing the method specified in Section 7-4-3 of the obsolete code, the proposed recycling facility is also interpreted to be allowed within the GC zone.

13. Both the City and representatives of AIM have been in regular contact with the representatives of Miedma Produce to attempt to address any specific concerns they may have related to the development of the AIM site with a recycling facility. The design of the site as proposed considers the adjacent property, minimizing objectionable views and noise, odor, dust, or vibration impacts on the agricultural use. Federal and state environmental requirements for which AIM will adhere will ensure there is no groundwater contamination resulting from the operation of the recycling center.

14. No feedback has been provided by any other owner in the vicinity of the site.

15. Neighborhood meetings are not required for Site Plan applications per the Buckeye Development Code.

BACKGROUND

16. ***February 2007:*** The project site was annexed into the City of Buckeye by Ordinance No. 18-07. Upon annexation, the property was zoned Rural Residential (RR).

17. ***July 2007:*** The project site was rezoned from Rural Residential (RR) to General Commerce (GC) by Ordinance No. 49-07.

ANALYSIS

18. In accordance with Section 8.9.2 of the Development Code, any site planned for development that is more than 75,000 square feet in aggregate building area is to be reviewed and approved by the Planning Commission.

Land Use and Zoning

19. The proposed industrial use of the property is consistent with the property's Employment General Plan land use designation, which is designed to accommodate industrial uses that generate employment opportunities and contribute to the local and regional economy.

20. The property is zoned General Commerce (GC), an obsolete zoning district that permits a range of light industrial, heavy industrial, and commercial uses. Though recycling centers are not specifically listed as a permitted use in the GC district, for the reasons noted in the Public Participation section of this report, the City Attorney and Zoning Administrator have determined that the proposed use is permitted in the GC zone.

21. In addition to complying with City requirements, the use will be required to comply with all applicable state and federal environmental regulations, ensuring the facility will operate in a safe manner that does not negatively impact nearby properties or the City as a whole. In general, the use is not expected to generate any noise, odor, dust, or smoke perceptible from off the property; noise to be generated at the site will be limited to sounds associated with loading and unloading of materials, with levels not expected to exceed acceptable limits. No shredding, the use most typically associated with excessive noise, will occur at this property.

Site Design, Parking, Architecture, Lighting, and Landscape

22. Development standards and dimensional requirements for the site are per the GC zoning district. The proposed site plan meets or exceeds all such requirements, including minimum setbacks, parking requirements, and maximum building heights.

23. The proposed site layout and building elevations meet the Industrial Building Standards and Guidelines section of the Development Code.

24. Both buildings feature a contemporary design, utilizing cast in place concrete, CMU block, translucent polycarbonate panels, and various colors and textures of architectural metal to achieve a high-quality modern character (Exhibits G, I, and J). The buildings also feature strong roofline variation and wall plane movement, particularly on facades that will be most visible from adjacent streets. To complement the architecture, service yard screen walls and parking screen walls will be constructed of CMU block consistent with that used on the buildings. Solid screen walls transition to chain link fencing in locations not visible from adjacent Baseline Road right-of-way.

25. The project meets minimum landscape area requirements, providing for 216,714 square feet of landscape area featuring plant material that will serve to both beautify the site

and also screen outdoor components from the perspective of adjacent streets and properties (Exhibit F). In total, 217 trees and 1,548 shrubs will be provided in Phase 1, with the project's Baseline Road frontage and eastern and western property lines receiving the highest attention. All landscape material to be utilized, to include five varieties of trees and ten varieties of shrubs and accents, will be drought tolerant.

26. Piled materials within the industrial yard will be limited in height and screened from view from Baseline Road and adjacent properties by use of a combination of decorative CMU screen walls 8 feet in height and landscaped areas featuring regularly repeating evergreen trees. As shown in the project renderings (Exhibit J), this combination of treatments along with the aforementioned height limit for pile storage will result in the project maintaining a high-quality appearance from outside of the site.

27. Where the rail spur parallels the west property line, a landscape buffer with a minimum width of 30' will be provided, to be planted with 36" box Ironwood trees repeating every 15-25 feet. A combination of 8-foot-tall decorative CMU screen wall (for portions near to Baseline Road) and 8-foot-tall vinyl coated chain link fence with gray slats (for portions further from Baseline Road) will also be provided in the landscape buffer for further screening and separation between properties.

28. Proposed lighting is dark sky compliant and will not negatively impact surrounding properties (Exhibit K).

29. Future phases of the project will be required to be complementary to the Phase 1 buildings and landscape. Similar considerations with regard to buffering and screening will also be included in those future phases.

Access, Circulation, Parking, and Off-Site Improvements

30. Access to the site as well as vehicular circulation internal to the site, including drive aisle widths and turning radii, have been reviewed by Planning, Civil, Traffic Engineering, and Fire. The site as proposed meets all requirements for access.

31. The developer will construct (or contribute fee-in-lieu towards) off-site improvements adjacent to Phase 1 as required by the Buckeye City Code.

Services

32. The development will initially be served water from an on-site private well and wastewater by an on-site septic system. When City of Buckeye services are extended to this area, the development will tie into City water and sewer lines.

33. Police services will be provided by the City of Buckeye Police Department (BPD). The nearest station is the BPD headquarters located at the northeast corner of Monroe Avenue and Apache Road, approximately 7.5 miles from the subject site.

34. Fire and EMS services will be provided by the City of Buckeye Fire Department (BFD). Fire Station 701, located at the southeast corner of Miller Road and Centre Avenue approximately 6 miles from the subject site.

RECOMMENDATION

35. Staff recommends the Planning and Zoning Commission approve the Site Plan for AIM Recycling, Application PLZSP-23-00017, subject to conditions (a) through (rr), for the following reasons:

- The Site Plan and proposed use conform to the property's General Plan designation of Employment.
- The Site Plan and proposed use conform to all requirements of the Buckeye Development Code applicable to development in the GC district.
- There are no outstanding issues for reviewing departments (Engineering, Fire, Public Works, Community Services, Police, Water Resources, and Development Services).

Planning Division Conditions – Standard/General

a) Except as modified by these conditions of approval, development of the site shall conform to the following plans:
   1. Project Narrative consisting of 20 pages, received on June 3, 2024
   2. Site Plans (Sheets A1.0 through 1.5, inclusive), received on July 3, 2024
   3. Conceptual Landscape Plans (Sheets La.01 through La.06, inclusive), received on July 3, 2024
   4. Building Elevations (Sheets 7.1A, 7.1B, and 7.2B), received on July 3, 2024
   5. Floor Plans (Sheets A2.1A, A2.1B, and A2.2B,), received on July 3, 2024
   6. Site Lighting and Photometric Plans (Sheets DR0.0, DR1.0, DR2.0, DR3.0 and DR4.0), received on July 3, 2024
   7. Perspective Renderings (Six unnumbered sheets), received on July 3, 2024
   8. Color and Material Palette (Sheet unnumbered), received on June 3, 2024

b) The approved site plan will expire on September 10, 2026, two years from the date of approval, if a building permit has not been issued for the project.

c) The property owner/s and their successor waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as a result of this approval.

Planning Division Conditions - Project Specific

d) Prior to permit issuance, approval of a Minor Subdivision dedicating any required rights-of-way and easements, if applicable, will be required.

e) The master site plan is for reference only. Approval of a site plan amendment will be required prior to permitting of any development on portions of the site identified as "future phases".

f) So long as the footprint remains consistent with the dashed line indicating the "future expansion" area of the main building, only a design review application will be required prior to permitting of the future expansion of the main building.

g) No additional retention adjacent to Baseline Road shall be permitted in Phase 2 of the project unless it is exceptionally shallow (1 foot depth or less) and designed with natural desert contours.
h) Completion of off-site improvements to Palo Verde Road by the developer will not be required until development the "future phase" directly adjacent to Palo Verde Road occurs. At that time, improvements to be completed by the developer shall include a landscaped median in accordance with the Buckeye Arterial Gateway Guide.
i) The type/color/design of decorative paving provided in locations where on-site pedestrian connections cross vehicular drive aisles shall be specified on the project's paving plan and subject to approval by the Planning Division of the Development Services Department.
j) Removal of the tailwater ditch near the west property line and installation of DG and landscaping in its place by AIM, as discussed in the project narrative, shall commence within 180 days of the permanent cessation of agricultural use on the abutting western property and be completed within 365 days. Cessation of agricultural use shall be conveyed to the project owner by City in written form, starting the period in which the improvements must be completed. If there are unforeseen delays outside of the control of the owner, City may agree to an extended timeline.
k) Final landscape plans shall show plant material in the area reserved for conversion to future parking, with similar density/spacing to that shown in other publicly accessible areas of the site.

Engineering Conditions – Project Specific

l) Prior to any construction on this site, the existing blanket easement per Book 42 of Misc, Page 284 shall be modified or abandoned, and all new easements recorded.
m) Future offsite improvements along Palo Verde Road shall include design and construction of the planned Palo Verde Channel per the recommendations set forth in the Buckeye Area Drainage Master Plan.
n) The proposed septic sewer system shall meet the requirements of and be approved by the Maricopa County Environmental Service Department (MCESD). An onsite dry sewer system shall be designed in a manner that will allow for easy connection to a public or approved private sewer system when it becomes available.
o) With the construction document submittal, a Master Wastewater Report shall be submitted addressing the proposed wastewater contributions and infrastructure needs for Phase 1 and all future phases of development.
p) The onsite water system shall be designed in a manner that will allow for easy connection to a public or approved private water system when it becomes available.
q) With the construction document submittal, a Master Water Report shall be submitted addressing the proposed demand and fire flow requirements for Phase 1 and all future phases of development. This report shall provide justification of sufficient volumes

within the proposed onsite tank for meeting fire demands for the first phase of development and outline a plan for all future phases.

r) The well site shall be dedicated to the City at the discretion of the COB Water Resources Department (WR). The design and construction of the well site shall be in accordance with COB Engineering Design Standards 3-5 and in coordination with the COB WR and Development Services Department.

s) The fire access road connecting to Palo Verde Road shall not be used for customer or employee access to the site.

Engineering Conditions – Standard/General

t) This project is subject to Street Light Improvement District (SLID) in accordance with City of Buckeye Ordinance 43-05. This shall be established prior to the recordation of the first Final Plat, Minor Subdivision, MOD, or any other related land division. This will include a gross boundary legal and exhibit of the ownership parcels for the following APN 401-36-001C.

u) All existing overhead power lines less than 69 kV capacity, or any other overhead utilities within the project area or along its boundaries, shall be installed underground.

v) Excluding the tailwater ditch discussed in stipulation j, all existing irrigation facilities within the phase 1 boundary on the site shall be abandoned, relocated, or installed underground. Any District-owned facilities to be located within the right-of-way shall be located near the rear of the right-of-way and the right-of-way shall be extended at least five (5) feet, unless otherwise determined by the City. Any additional easements for District-owned facilities shall be placed outside of the right-of-way and the public utilities easement.

w) All trash shall be collected through a City of Buckeye licensed trash hauler, including construction debris. Trash enclosures shall be in accordance with City of Buckeye Standards. Trash shall not include system waste that is produced by AIM's operations ("fluff"). Fluff shall be disposed of in compliance with applicable federal, state, and local governmental regulations

Engineering Conditions – Standard Drainage Conditions

x) Prior to Final Plat approval, the Property Owner/Developer shall provide a letter from the Flood Control District of Maricopa County approving the conceptual design of the proposed construction on the existing alluvial fans, flood plains, floodways or other flood feature managed by the Flood Control District that is affecting this project.

Engineering Conditions – Standard Street Conditions

y) The Property Owner/Developer shall be responsible for the dedication and construction of all half-street right-of-way and improvements related to Phase 1, at no cost to the City, for Baseline Road based on City of Buckeye standards. Construction of the half-street fronting Phase 2 can be deferred at this time but will be required with the next phase of development.

z) The Property Owner/Developer shall submit a Map of Dedication (MOD) or other appropriate subdivision type to the City of Buckeye dedicating right-of-way for functionally classified roadways when requested to do so by the City. Such right-of-way may be requested by the City to be dedicated in advance of development to permit the construction of needed City infrastructure to adjacent sites.

aa) It has been determined that a portion of the required improvements on Baseline Rd. may not be constructed as part of Phase 1 of this Development. The Developer shall be responsible to design all of the required Phase 1 improvements, including landscaped medians and/or gateway signage in accordance with the Buckeye Arterial Gateway Guide, if applicable, and then coordinate with the City to define the portion of improvements that will not be constructed as part of the Phase 1 development. A fee-in-lieu agreement will need to be completed to cover the omitted improvements, and the Property Owner/Developer will be required to provide payment to the City to cover the costs prior to the Certificate of Occupancy being issued by the City.

Engineering Conditions – Standard Water/Wastewater Conditions

bb) The Property Owner/Developer shall allocate any surface water rights to the City prior to the issuance of any building permits.

Transportation/Traffic – Standard and Site Specific Conditions

cc) Prior to submittal of Final Civil Plans and Construction Documents and/or any permitting, a Traffic Impact Analysis is required to be submitted and approved. All requirements of the Traffic Impact Analysis shall be reflected on the approved construction drawings.

dd) Prior to the issuance of the first permit for the property, the Property Owner/Developer shall pay a pro rata share cost of up to nine (9) regional future traffic signals to be installed within this section of land. The pro rata share is based on a ratio of the project acreage to the developable acreage within the section. The sectional contribution is to be based on the following allocation of costs: (i) 25 percent share of four (4) possible signals at arterial street intersections; (ii) 50 percent share of four (4) possible signals at half-mile collector street intersections or project entries; and (iii) 100 percent share of one (1) possible signal internal to this project. The cost shall be based on an anticipated signal cost as determined by the City.

ee) All medians required for controlling site access as shown in the approved Phase 1 Site Plan shall be constructed with this development.

ff) In the event that access to and within the project is deemed a threat to public safety and security by the City, the City has broad authority to take such action as it deems necessary to address such a threat until such time the Property Owner/Developer eliminates the safety concerns to the City's satisfaction. The Property Owner/Developer is responsible for revising the roadway and access layout to alleviate the City's concerns with respect to public safety and security. Any such changes will

be considered a minor change to existing site plan approvals and shall be approved by the City.

gg) The installation of ITS conduit per the City standards. ITS conduits (2 7-way micro-ducts) must be installed along Baseline Road per City standards, including any necessary splice boxes.

hh) West access will be full access. Middle access will be allowed to be ¾ access if TIA can show it is acceptable for queuing and operations. The east access is Right-in and Right-out.

ii) When requested by the City, this project agrees to be part of a regional funding solution (ie. Community Facilities District, Improvement District or other City approved funding mechanism) to assist in the design and construction of regional traffic interchanges along I-10.

Fire Department Conditions – Standard/General

jj) The Buckeye Fire Chief and City Engineer shall determine the number, location, and types of all fire hydrants.

kk) Prior to delivery of any combustible materials to the site, a fire protection system approved by the Buckeye Fire Marshal shall be completely operational.

ll) All buildings shall be equipped with a fire protection system as required by City of Buckeye Ordinance 03-22.

mm) Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.

Public Works Conditions – Standard/General

nn) All landscaped areas within the public rights of way shall be designed and sealed by a landscape architect licensed by the Arizona Board of Technical Registration. The City Public Works Department shall review all irrigation plans for material selection only; therefore, the landscape architect shall coordinate with the Public Works Department early in the design to ensure the most efficient means of landscape irrigation that will reduce both long term maintenance costs and keep watering to the absolute minimum required for healthy growth of landscaping along the roadways of the City of Buckeye.

oo) No new natural turf shall be installed in a public right-of-way or median. Areas with up to 10,000 square feet of turf within a public right-of-way at gateways, entrances to major communities, or special landscaping designs approved by the city's development services department are exempt from the restrictions of this stipulation.

pp) Plant material within the right-of-way shall not obstruct any regulatory signage or sight distance triangle as defined in the Engineering Development Standards.

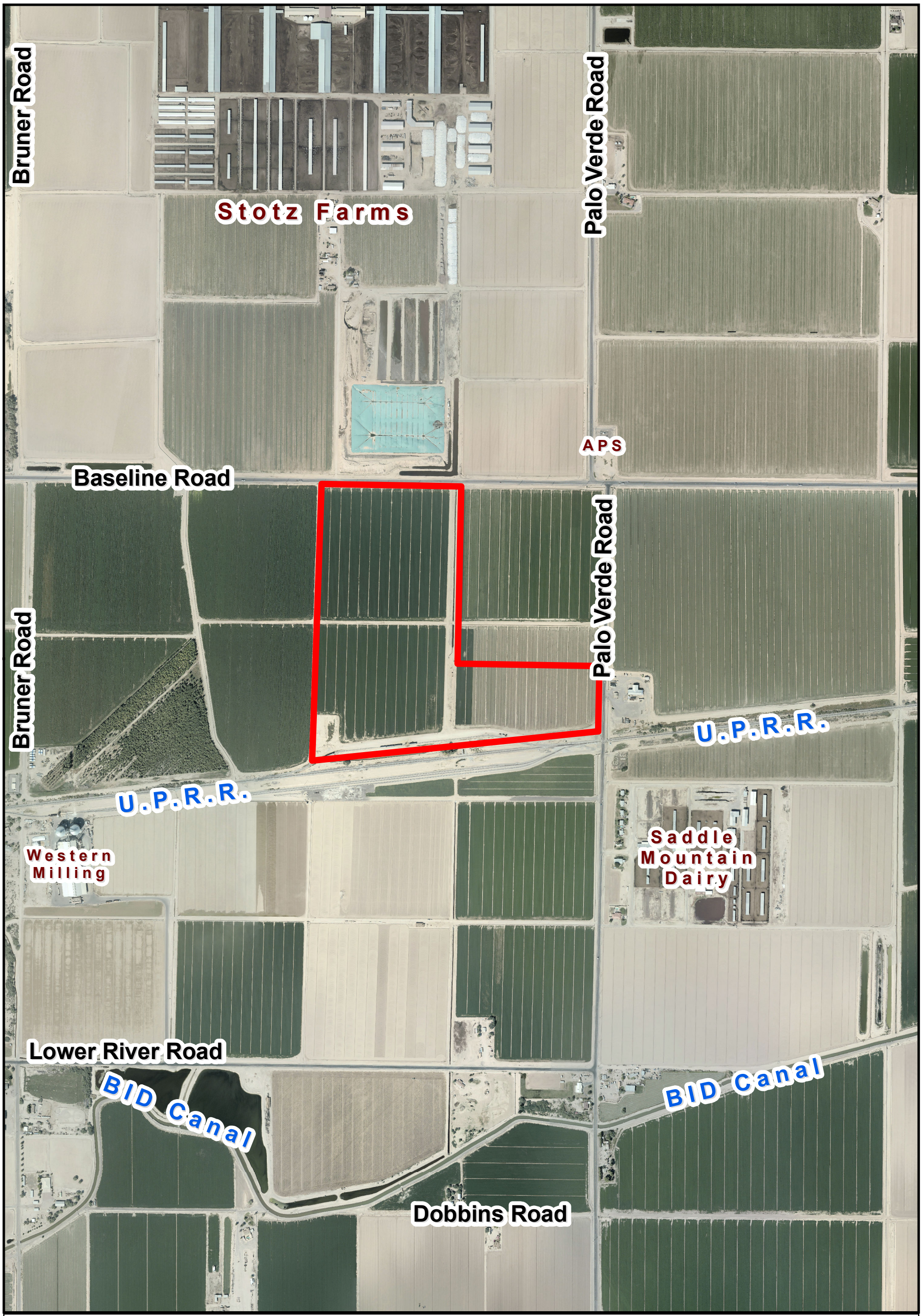
qq) The following trees are prohibited from any landscaping plans in accordance with Chapter 9 of City Code (Section 9-10): Male Mulberry Tree (Morus Alba), Olive Tree (Olea Europea). Additionally, North Indian Rosewood Trees (Dalbergia Sissoo) shall not be planted within the rights of way (and are suggested not being planted within the property) due to their destructive and invasive root structure

rr) Storm Drainage: The City of Buckeye is permitted as a Phase 2 MS4 and is now subject to more stringent standards for stormwater discharge. All stormwater plans must now meet the requirements of the City of Buckeye's MS4 permit as issued by ADEQ (Permit Number AZG2016-002).

ATTACHMENTS

Exhibit A – Aerial Vicinity Map
Exhibit B – Zoning Map
Exhibit C – General Plan Land Use Map
Exhibit D – Site Plan Project Narrative
Exhibit E – Site Plans
Exhibit F – Landscape Plans
Exhibit G – Building Elevations
Exhibit H – Floor Plans
Exhibit I – Color and Material Palette
Exhibit J – Perspective Renderings
Exhibit K – Site Lighting and Photometric Plans
Exhibit L – Email in Opposition to Project

Prepared by:
Ken Galica, Planning Manager



VICINITY MAP

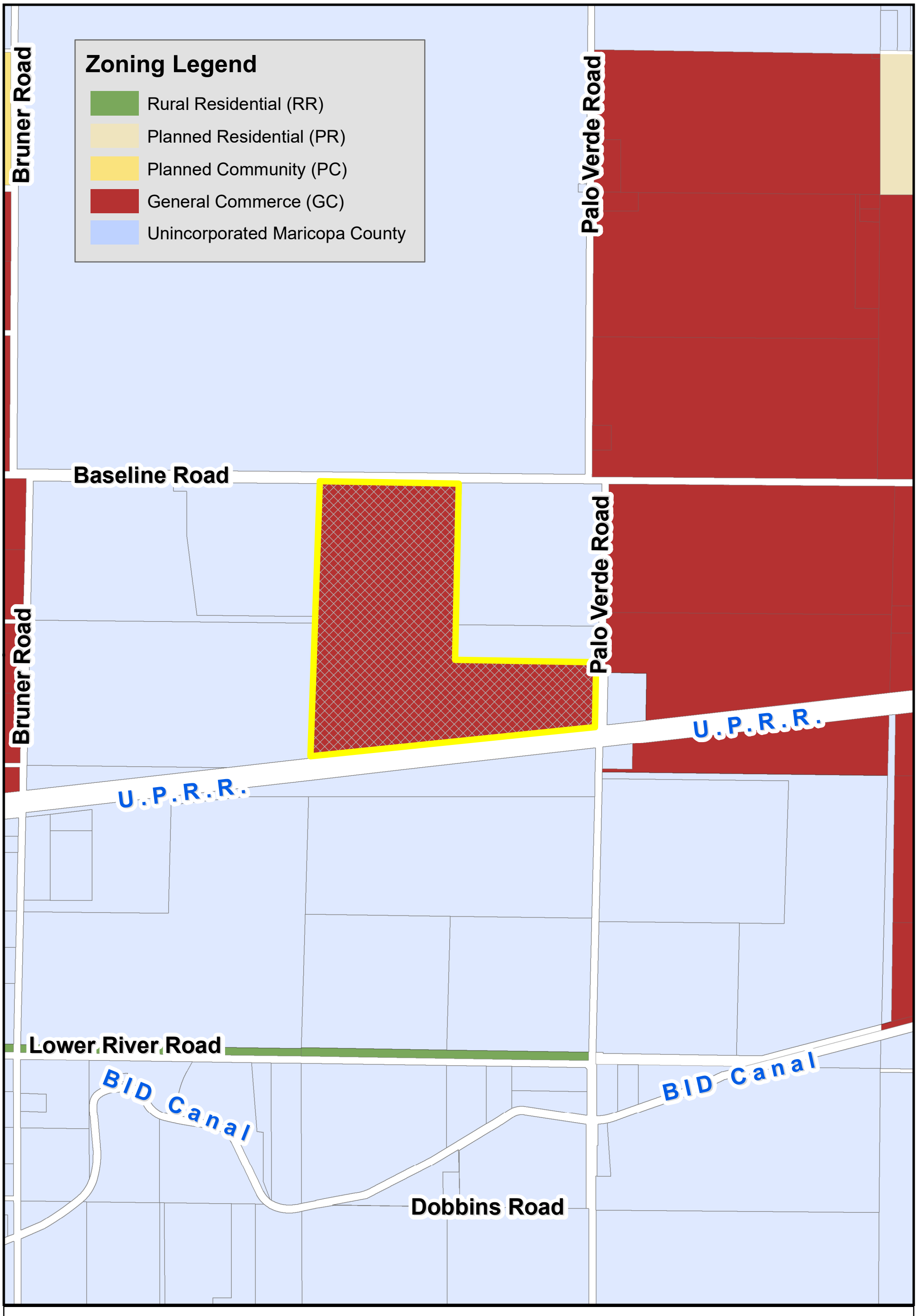
PLZSP-23-00017

AIM Recycling - Site Plan

Council District #1

BUCKEYE, AZ

N W E S



ZONING MAP

PLZSP-23-00017

AIM Recycling - Site Plan

Council District #1

BUCKEYE, AZ

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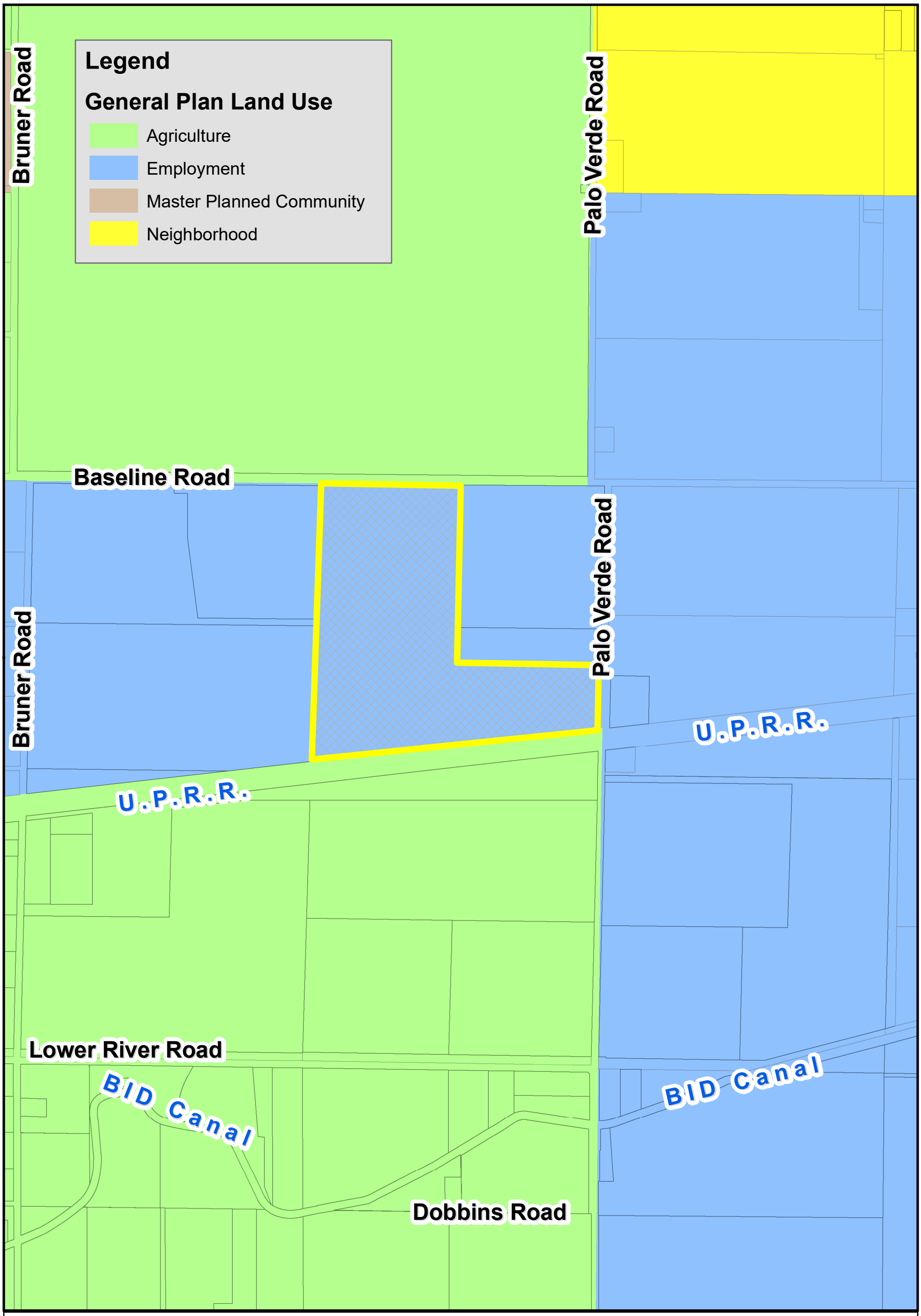


GENERAL PLAN LAND USE MAP

BUCKEYE, AZ

PLZSP-23-00017

AIM Recycling - Site Plan

Council District #1

N W E S

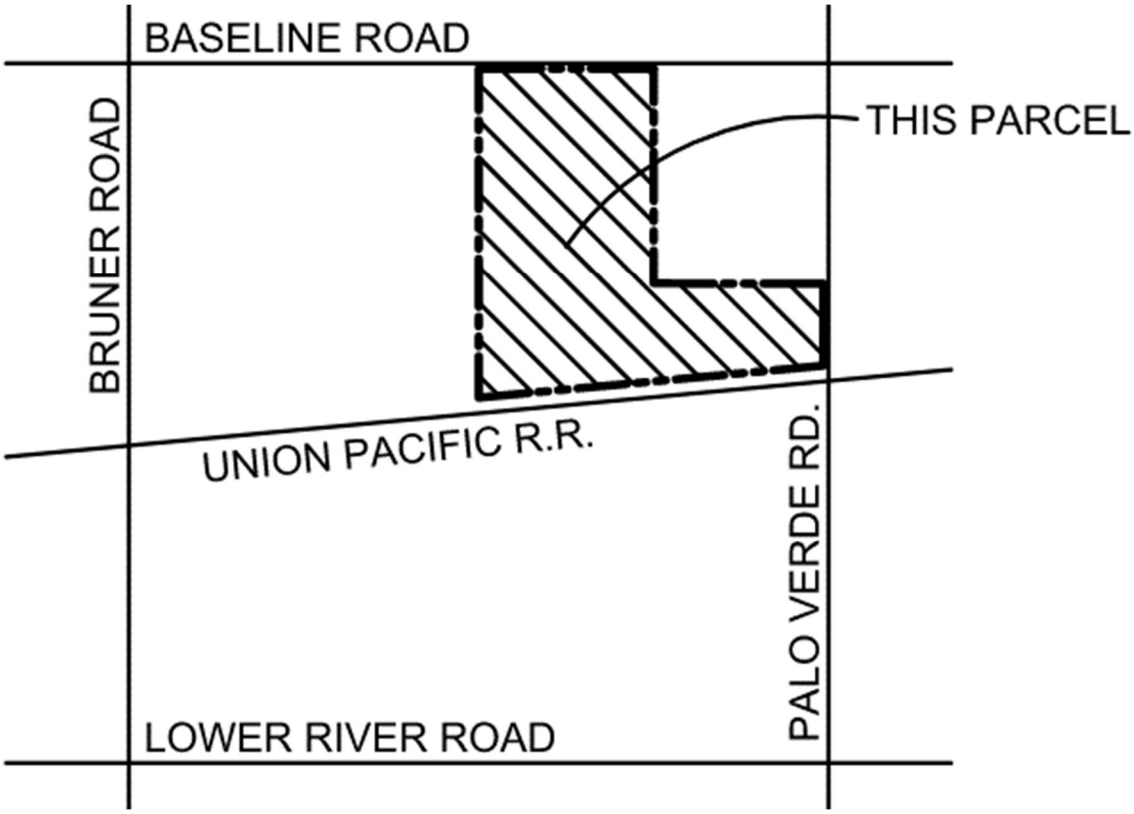
Exhibit D

3R PLZSP-23-00017 RECEIVED JUN 03 2024 WD

CAWLEY ARCHITECTS

Project Narrative

PLZSP-23-00017
AIM Recycling Buckeye Plant – Phase 1
SWC Baseline Road and Palo Verde Road
Site Plan Review
May 12, 2023
Revised: December 21, 2023
Revised: May 24, 2024



730 North 52nd Street, Suite 203
Phoenix, Arizona 85008
P 602.393.5060

CAWLEY ARCHITECTS

To: City of Buckeye
Development Services Department
Planning & Zoning Division

From: Richie Poole
Project Coordinator

Subject: PLZSP-23-00017
AIM Recycling Buckeye Plant
Phase 1
SWC of Baseline Road and Palo Verde Road
Site Plan Review Submittal

Date: May 12, 2023
Revised December 21, 2023
Revised May 24, 2024

NARRATIVE

American Iron and Metal (AIM) Recycling is a North American metal recycling company with more than 120 sites worldwide. AIM has purchased the property southwest of the SWC of Baseline Road and Palo Verde Road (APN 401-36-001C) for the development of a large-scale recycling operation. This property is currently zoned GC (General Commerce - an obsolete zoning district) and is currently agricultural in use.

The development of this site will be as a refining process facility where metallic recyclable content (MRC), arriving from two separate AIM facilities, is input to large, automated sorting machines in the Downstream (DS) Sorting Building, which extract the various commodity non-ferrous metals and fluff. The non-ferrous materials (such as copper, wire, brass, and high value materials), are then shipped in containers/boxes, loaded into trucks, railcars, or packaged for delivery offsite. Fluff (the final residue of the MRC) is trucked to a landfill. MRC from the AIM facility in Colton, California will be arriving by rail. MRC from the AIM facility in central Phoenix will be arriving by truck. The shredding process will not occur at this site, now or as part of any future project phases.

There are two (2) buildings proposed in Phase 1. The 61,082 square foot Downstream (DS) Sorting facility (Building 'A') described above, is situated near the middle of the parcel set back 685 feet south of Baseline Road, and more than 2,000 feet west of the eventual right-of-way line at Palo Verde Road. There will also be a 15,493 square foot

North Building (Building `B') set back approximately 220 feet south from the ROW at Baseline Road. Building `B' will house a Maintenance facility, a Non-ferrous Feeder facility, and a single-story administrative area between them, Building `B' will be designed to expand the footprint of this building west by approximately 41,271 sq. ft. Both buildings are designed with architectural metal finishes of varying profiles and prefinished colors interacting with cast-in-place concrete elements. The north building introduces areas of integrally colored concrete masonry units to complement the mix of architectural metal finish panels. The color palette is similar to other AIM facilities across North America.

Designated areas onsite for open storage as well as truck traffic and trailer and railcar storage are delineated on the site plan. As shown on the site plan, there are landscape buffers and screen walls shown on the west property line and along the north line of the north building in both the west and east directions.

The overall landscape design intent is to provide a functional and visually pleasing landscape by using evergreen trees where screening is needed. All plant material is selected for its low-maintenance characteristics and "look best" quality without continual pruning. All proposed plant material creates interest with its unique shape and texture along with seasonal flower color. All selected plant material is considered low water use and is on the "Phoenix active management area" low water use plant list.

The development of this 96-acre site is being proposed to occur in three main phases.

Phase 1 develops the western acreage of the site running from Baseline Road south to the existing railway located at the southern end of AIM's property. This area is the primary subject of this Site Plan Review. Phase 1 includes the two main buildings described above, a feeder yard, and storage for trailers and railcars. This phase will also include a new well site, and water tanks as required for fire protection and domestic water needs, along with new extended railroad tracks off the Union Pacific main line to serve the Phase 1 and future Phase 2 development. This phase will also include all retention basins shown on the site plan adjacent to the railroad tracks.

This project proposes to utilize Baseline Road for controlled ingress and egress with two (2) new access drives defining AIM's circulation process into, through, and out of the AIM facility. The east driveway (Access B) will serve primarily as the controlled ingress and egress point for trucks arriving from and returning to AIM's facility in central Phoenix. New site walls and gates will separate and secure the work and material processing areas south of the publicly accessible administrative areas shown along Baseline Road.

The west driveway (Access A) has been redesigned to serve as a future shared access with the adjacent property in response to City comments. This driveway serves primarily as ingress and egress for passenger vehicles. This driveway is offset from the west property line by more than 20 feet to accommodate an existing irrigation tailwater ditch and the relocation of an APS overhead power line pole. The existing tailwater ditch, while on AIM property, is used by the adjacent property owner in their agricultural operations and should remain an open ditch for that purpose. When the

west property is developed and the ditch is no longer needed for agricultural use, AIM will have the wasteway ditch removed and replaced with DG groundcover and appropriate landscape plantings.

The Owner's (AIM) anticipated passenger vehicle and truck traffic to be generated by Phase 1 are as follows:

- Monday through Friday
    - 30 to 50 passenger vehicles/day from employees and visitors
    - 30 to 50 personal vehicles/day from peddlers
    - 30 to 40 trucks/day
- Saturday
    - 5 passenger vehicles/day from employees
    - 30 to 50 personal vehicles/day from peddlers

In addition to the two (2) ingress-egress driveways off Baseline Road, we are showing one access driveway off Palo Verde Road as a means of site access for use as a fire lane as well as RID access to their existing drainage easement and facilities. This drive will be a gravel road satisfying dust control and fire loading criteria.

Proposed improvements along Baseline Road are shown on JMC's Preliminary Grading & Drainage Plan per discussions with Buckeye Planning and Zoning. It is understood that piecemealing off-site improvements along the full property frontage at Baseline Road will not be allowed.

Phase 2: Future development of this site would occur along the east portion of the site to accommodate two (2) future AIM operations buildings as shown on the Master Site Plan. These Phase 2 buildings are currently planned as a non-ferrous operations facility, and a chopping line (tentatively). A third operations facility, referred to as a heavy media plant, is planned for the area south of the DS Sorting building, displacing the trailer storage yard further south. AIM understands that Buckeye Development Services site plan and building approvals are required prior to construction of any future Phase 2 work.

Phase 3: The eastern leg of this parcel, along the southern edge, extending to Palo Verde Road, is currently unplanned for future use. AIM is researching opportunities to accommodate future phases, including leasing this parcel for agriculture use on a short-to-long term basis.

Please refer to the attached letter from AIM Recycling for further information and clarification on their intended use and development of this parcel, provided here as Attachment A.

Also, as requested, we are including as Attachment B the Pac Summary – Planning & Zoning Questions and Answers document from October 18, 2022, updated based on the latest design.

We look forward to completing the Site Plan Review process and are available to answer any questions you might have as staff prepares any reports and comments. Thank you for your consideration in this matter.

Sincerely,

Richie Poole
Project Coordinator
Cawley Architects
480-697-3989

Attachments:

- Attachment A – AIM Recycling Letter 'Narrative for Submittal', dated December 20, 2023
- Attachment B - P&Z Questions and Answers, dated October 18, 2022 (Revised: December 21, 2023; Revised May 24, 2024)

Attachment A

PLZSP-23-00017
AIM Recycling Buckeye Plant – Phase 1

AIM Recycling Letter
Narrative for Submittal

City of Buckeye
Development Services Department
Planning & Zoning Division

Date: December 20, 2023

PLZSP-23-00017
AIM Recycling Buckeye Plant - Phase 1
SWC of Baseline Road and Palo Verde Road
Site Plan Review Submittal

Narrative for Submittal

Attn: City of Buckeye

To Whom It May Concern:

Considering our submittal of the aforementioned project, we would like to provide further clarification to what it is AIM (American Iron & Metal) Recycling intends to build on this property, the benefits it provides to the community itself, and how it will operate from a simplistic perspective. Like most niche industries, we sometimes take for granted the knowledge we have accumulated over our careers and that it is not second nature or common knowledge to others. Considering this, please see the below chronological explanation of the entire circular economy process, and what part of this process will be performed in Buckeye.

Before explaining the detailed process, we would be remised not to mention the benefits of our industry and our specific operations. It is estimated that annually in the United States 12 million cars and billions other metallic containing items such as appliances, bicycles, and even airplanes reach their end-of-life cycle. This effectively renders them useless to the consumer, but not useless to the circular economy and new product production. AIM Recycling operations work directly with both society on all levels and new raw material production facilities to bridge the gap of sustainable disposal of relics of past consumerism and the raw materials that rebuild the world around us. These items include the rebar to build new roads and bridges, hot-rolled coil steel for manufacturing facilities to build new components, primary aluminum smelting operations to remold the items used in everyday life that go without a second thought. Without the circular economy, these relics would not only meet their demise in landfills and riverbeds, but we would need to re-mine the Earth for raw materials to make these products at an exponentially higher carbon footprint.

To achieve this undertaking sustainably, safely, and efficiently, AIM Recycling Phoenix implements numerous processes, procedures, and trainings, including being ISO 14001:2015 Certified (International Standard for Environmental Management). In doing so, we can collect, process, and re-purpose items that have no further use in their current state.

Collection:

- The first step of the process is collecting materials to enter the circular economy. This includes a rigorous Material Acceptance Policy at the front gate. Like any process, if you put good in, you

get good out. Materials with hazardous waste, free flowing fluids, or other undesirables are not accepted at the beginning of the process and are redirected to the proper disposal streams outside of our enterprise.

Processing:

- The primary process employed upstream and offsite from the Buckeye Operation is shredding. Imagine an automobile comprised of Legos and each Lego is color coded to the type of material that it is, and each color has different uses for repurposing. Steel is red, non-ferrous metal is green, and non-metallic items (car seats, plastic, etc.) are blue. The shredder's primary function is to separate these different items, so take your Lego car and smash it into a box. Steel (blue Lego) are separate from the green and blue. Now all the different items are separate from each other.
- This is where our new Buckeye Facility comes in. To sort out the green from the blue, we must employ state-of-the-art separation equipment that knows how to see each color. As the material goes through the equipment, computer systems can separate in line and in real time different items that will be reused. For example, copper, aluminum, brass, stainless steel, and other steel alloys (non-Ferrous) materials which are then isolated and distributed to industries for use in new manufacturing processes or upcycled into new uses, reference re-purposing below.
- There are other methods of separation and sizing, but they do not primarily relate to the main processes that will be applied at this new facility.

Re-Purposing

- After all the non-ferrous metals (colors) are sorted out of the system, they are shipped downstream and offsite from Buckeye to the final consumer to be re-melted and/or reused. Even plastics and car seats are applied at regional landfill sites as a purposeful by-product to assist in the reduction of greenhouse gas emissions by top covering municipal waste. Every part of the circular economy has a purpose and a designated destination. Rather than in a landfill or piled up in uninhabited and unregulated areas upstream from where we live, that eventually impacts us negatively.

In the circular economy industry, nothing is valued more than the people and communities around us. These are the people who provide the aggregate workforce that drives the entire process. These are the people who we will employ at our facility. We want to partner with the City of Buckeye and work to move forward in a coordinated manner to make Maricopa County and the City of Buckeye a cleaner, more resilient, and attractive place to live.

Respectfully,

AIM Recycling

Attachment B

PLZSP-23-00017
AIM Recycling Buckeye Plant – Phase 1

PAC Summary
Planning & Zoning Questions and Answers
(revised)

To: City of Buckeye – Planning and Zoning

From: Cawley Architects

Subject: PLZSP-23-00017 AIM Recycling Buckeye Plant
PAC Summary – Planning and Zoning Questions and Answers

Date: October 18, 2022
Revised: December 21, 2023
Revised: May 24, 2024

Ken Galica,

The following are AIM Recycling's answers to your seven questions from pages 4 and 5 of the Pre-application Conference Summary, dated August 25, 2022.

Question 1: Please elaborate on the project's outdoor storage needs. What types of materials will be stored (e.g. piles vs. containers), where will these materials be stored, and approximately how high/tall will stored materials be?

Response: **AIM Recycling Section** (Refer to Exhibit A below.)

- Sorted material in concrete bins should not exceed the height of the bin walls.
- Piles of metal containing various stuff such as appliance furniture, metal from peddler and particular, some demolition metal, and small commercial accounts.
- Metal-containing stuff will be loaded in trucks to be shipped to the Phoenix shredder; AIM will accumulate only for logistical reasons to have one or two full truck loads to ship.
- All non-ferrous material such as copper, wire, brass, and high value materials will be stored in the non-Fe building and loaded onto trucks at the loading docks.

Downstream Process Plant (Refer to Exhibit B below.)

- All infeed, waste, and product will be in covered bins.

EXHIBIT A

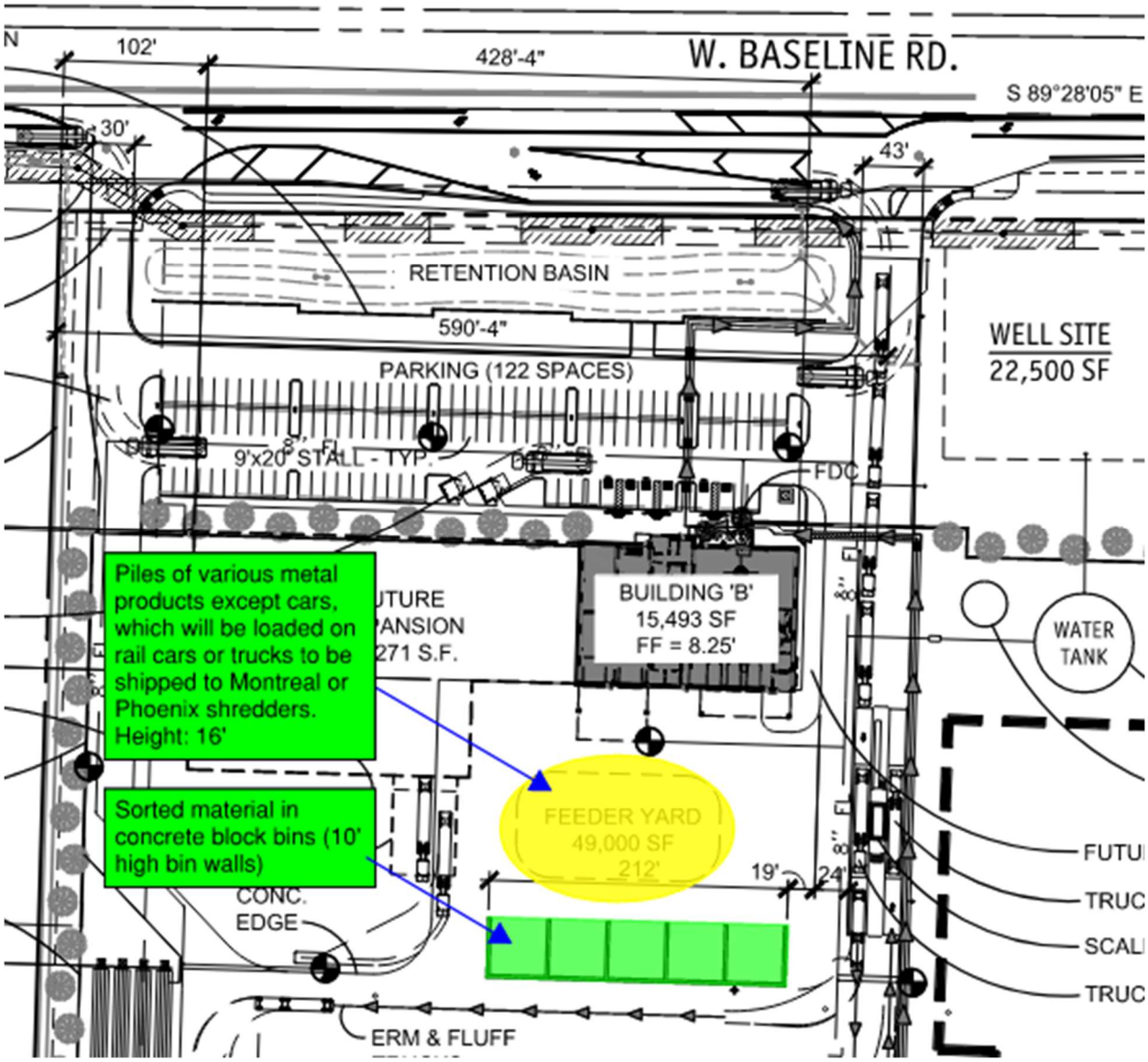
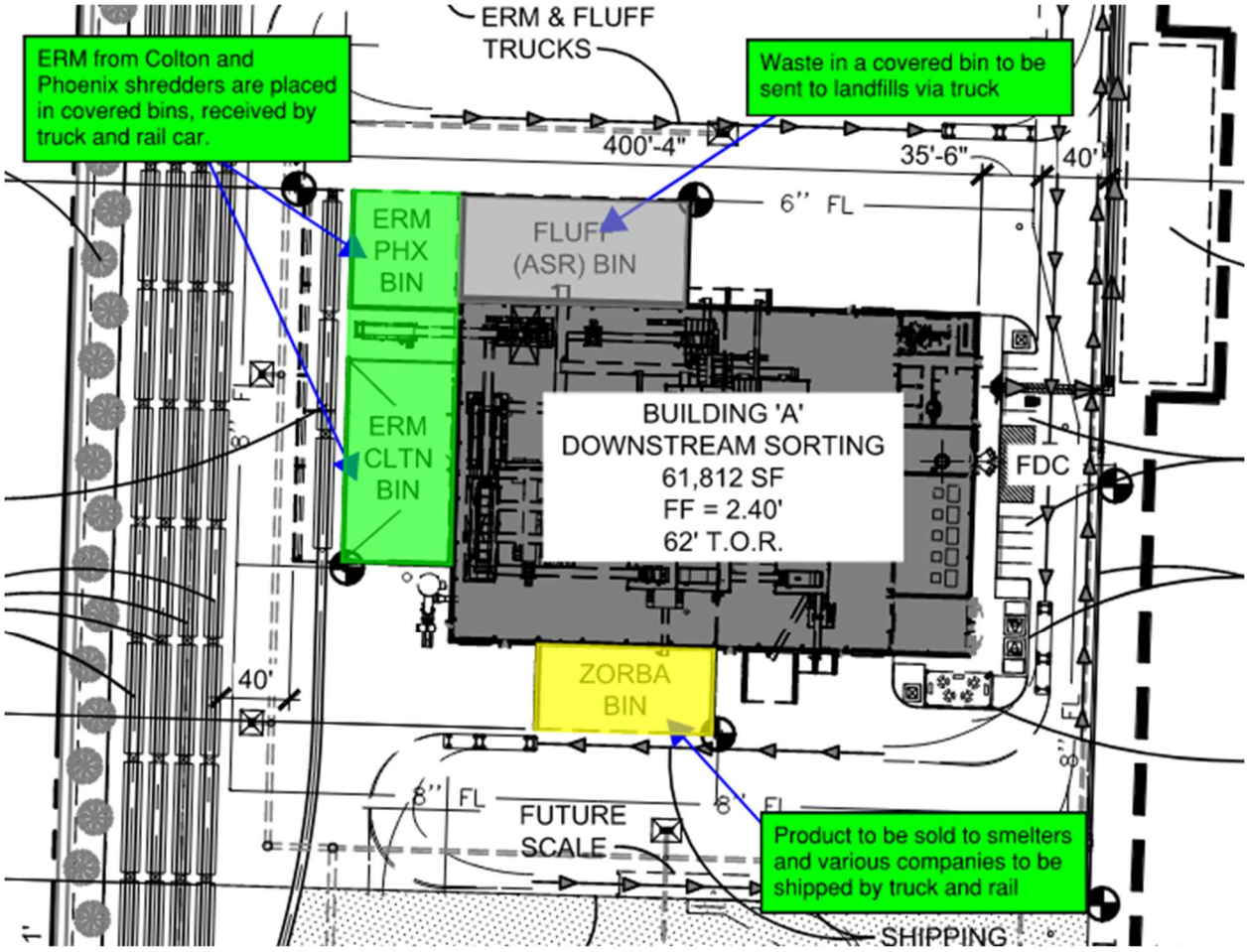

W. BASELINE RD.
S 89°28'05" E
102'
428'-4"
30'
43'
RETENTION BASIN
590'-4"
PARKING (122 SPACES)
9'x20' STALL - TYP.
WELL SITE
22,500 SF
FDC
BUILDING 'B'
15,493 SF
FF = 8.25'
WATER TANK
Piles of various metal products except cars, which will be loaded on rail cars or trucks to be shipped to Montreal or Phoenix shredders. Height: 16'
Sorted material in concrete block bins (10' high bin walls)
FEEDER YARD
49,000 SF
212'
19'
24'
CONC. EDGE
ERM & FLUFF

EXHIBIT B


ERM & FLUFF TRUCKS
ERM from Colton and Phoenix shredders are placed in covered bins, received by truck and rail car.
Waste in a covered bin to be sent to landfills via truck
400'-4"
35'-6"
40'
6'' FL
ERM PHX BIN
FLUFF (ASR) BIN
ERM CLTN BIN
BUILDING 'A'
DOWNSTREAM SORTING
61,812 SF
FF = 2.40'
62' T.O.R.
FDC
ZORBA BIN
40'
8'' FL
FUTURE SCALE
Product to be sold to smelters and various companies to be shipped by truck and rail
SHIPPING

Question 2: What, if any, kinds of equipment will be located on the site, not including equipment located inside of enclosed structures. For example, will there be lifts/cranes or any other high profile exterior equipment that will be visible from off property? If so, what height?

Response: The following kinds of equipment will be located and used on the site:

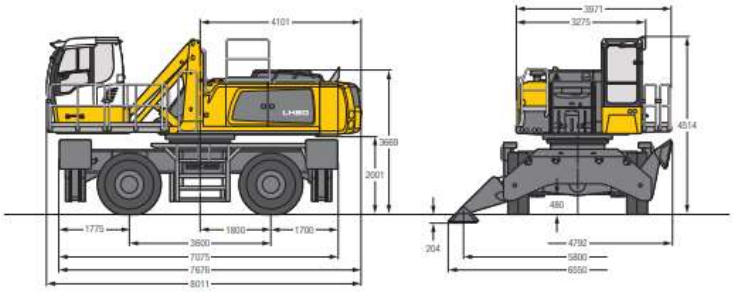
- AIM will have one LH80 Liebherr crane to be used in the feeder yard. An overhead/bridge crane under a canopy structure will be used to unload the railcars. https://www.liebherr.com/en/can/products/material-handling-equipment/mobile-material-handling-machines/details/643394.html





LH 80 M – Dimensions

Port



LH 80 M – Choice of Cab Elevation

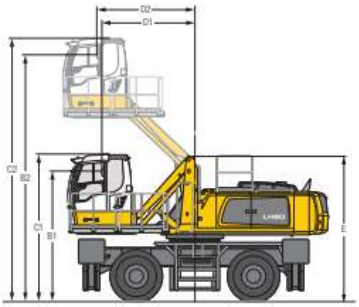
Cab Elevation LFC (Rigid Elevation)



Increase type		LFC 120	LFC 200
Height	mm	1,200	2,000
B	mm	4,701	5,501
C	mm	5,214	6,014
D	mm	1,128	1,128

A rigid cab elevation has a fixed eye level height. For a lower transport height, the shell of the cab can be removed and replaced by a transport device. The dimension C is in this machine design for all rigid cab elevations 3,958 mm.

Cab Elevation LHC (Hydraulic Elevation)



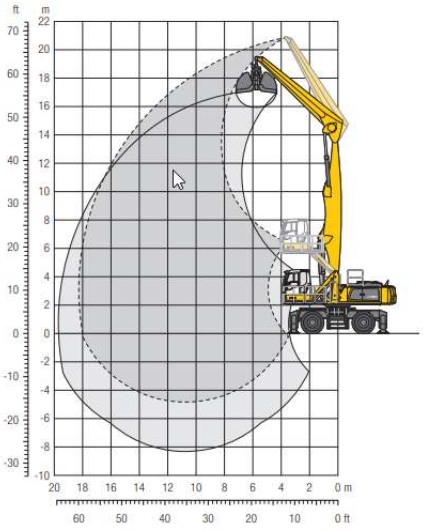
Increase type		LHC 255	LHC 340-35	LHC 360-50
B1	mm	3,501	3,852	4,001
B2	mm	6,048	7,267	7,371
C1	mm	4,014	4,366	4,514
C2	mm	6,561	7,780	8,085
D1	mm	1,683	2,796	2,854
D2	mm	1,809	2,797	3,004
E	mm	3,916	4,306	4,456

The hydraulically adjustable cab allows the driver, that he can choose his field of view freely and at any time within the stroke.

Tyres 23.5-25

LH 80 M – Equipment GG18

Port – Kinematic 2A

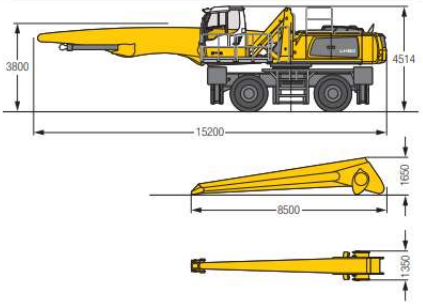


Operating Weight

The operating weight includes the basic machine with 4 point outriggers, hydr. cab elevation, 4 solid tyres, straight boom 10.50 m, straight stick 8.00 m and grab for loose material GMZ 80/8.00 m³.

Weight	80,900 kg

Dimensions

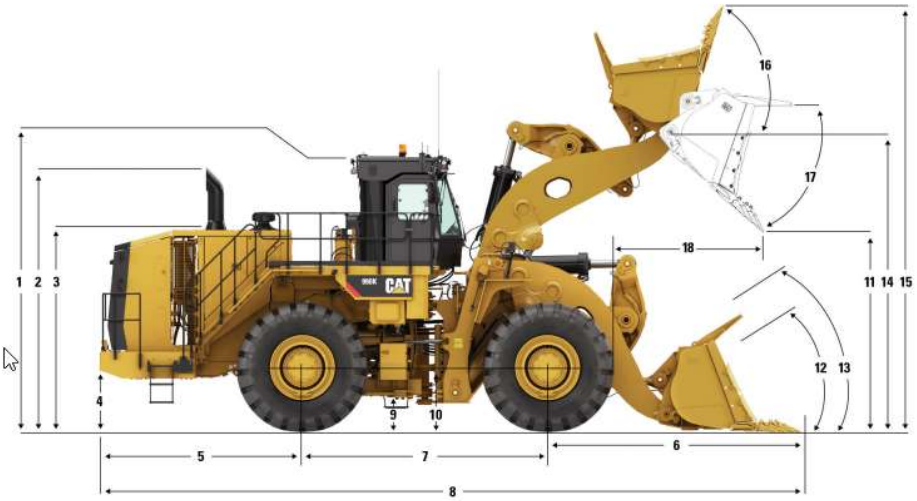


- AIM will have one or two CAT 980 loaders used for ASR manipulation, loading waste, loading rail cars, etc. https://www.cat.com/en_US/products/new/equipment/wheel-loaders/medium-wheel-loaders/109400.html



Dimensions

All dimensions are approximate.



		Standard Lift		High Lift	
1	Ground to Top of ROPS	5240 mm	17.2 ft	5240 mm	17.2 ft
2	Ground to Top of Exhaust Stacks	5049 mm	16.6 ft	5049 mm	16.6 ft
3	Ground to Top of Hood	3862 mm	12.7 ft	3862 mm	12.7 ft
4	Ground to Bumper Clearance	1079 mm	3.5 ft	1079 mm	3.5 ft
5	Rear Axle Centerline to Bumper	3795 mm	12.5 ft	3795 mm	12.5 ft
6	Front Axle Centerline to Bucket Tip	4677 mm	15.3 ft	5416 mm	17.8 ft
7	Wheelbase	4600 mm	15.1 ft	4600 mm	15.1 ft
8	Maximum Overall Length	13 072 mm	42.9 ft	13 811 mm	45.3 ft
9	Ground to Lower Hitch Clearance	596 mm	2.0 ft	596 mm	2.0 ft
10	Ground to Center of Front Axle	1290 mm	4.2 ft	1290 mm	4.2 ft
11	Clearance at Maximum Lift	4060 mm	13.3 ft	4521 mm	14.8 ft
12	Rack Back Angle at Ground Level	40.4 degrees		39.9 degrees	
13	Rack Back Angle at Carry	48.8 degrees		49.3 degrees	
14	B-Pin Height at Maximum Lift	6009 mm	19.7 ft	6470 mm	21.2 ft
15	Maximum Overall Height, Bucket Raised	8293 mm	27.2 ft	8754 mm	28.7 ft
16	Rack Angle at Maximum Lift	63.7 degrees		60.6 degrees	
17	Dump Angle at Maximum Lift	45 degrees		51 degrees	
18	Reach at Maximum Lift	2194 mm	7.2 ft	2583 mm	8.5 ft

Note: Specifications are calculated with 9.0 m³ (11.8 yd³) rock bucket and Bridgestone 45/65R39 VSDL One Star tires.

- Five to ten forklifts will be used inside and outside. https://www.catlifttruck.com/products/counterbalance-forklift-trucks/lp-gas-powered-forklift-trucks/gp15-35cn

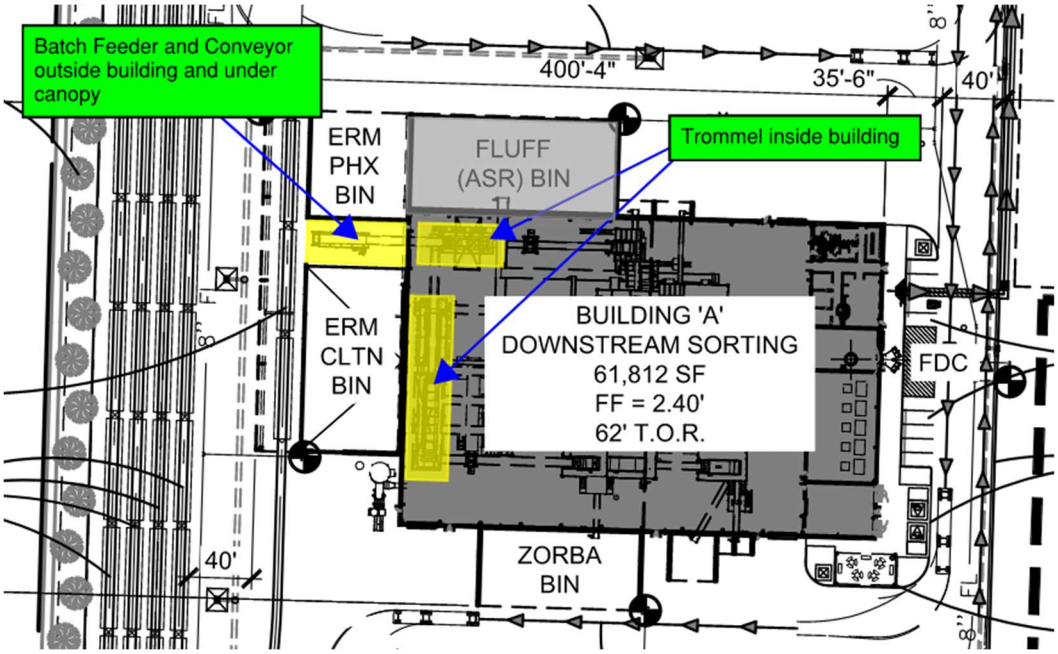


- Standard trucks with standard trailers
- There will be one shuttle wagon to move railcars (model to be determined but not higher than a gondola railcar)





- Batch feeder, conveyor, and trommel similar to this DS (See below.)
  - Trommel will now be housed inside the building. Only the batch feeder and conveyor are still outside.







Question 3: Please confirm that, except for outdoor storage and proposed truck/trailer parking, all activity/work will occur within the enclosed buildings.

Response: **Feeder Yard**

- Metal material is received from peddler, resident, and small industry, is sorted outside, and piled into concrete bins, which is then loaded into trucks railcars to be shipped for further processing in the Phoenix shredder, Montreal, or smelters.

Downstream Process Plant

- ASR to be received by truck and rail to be unloaded and stored in covert bins.
- ASR to be loaded in the batch feeder to be processed in the plant.
- Waste to be loaded into trucks.
- Product to be loaded into trucks or railcars.

Question 4: Please discuss the noise characteristics of the use and what kind of noise impacts may be expected on adjacent properties.

Response: No major noise is expected as AIM is not installing a big car shredder. That is the most noise-generating equipment that AIM is using in the company.

- AIM will respect all the noise levels at the property limits.
- All equipment such as the cranes, loaders, and shuttles respect the regulation.

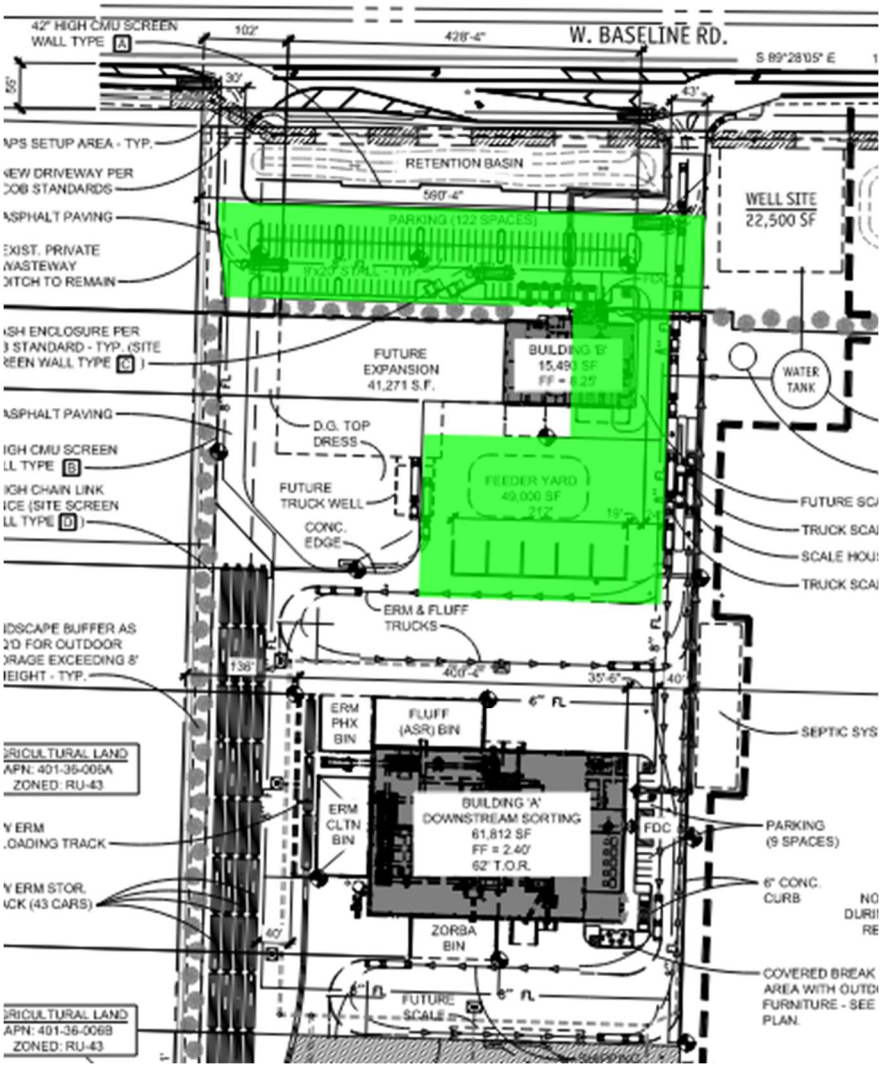
AIM will generate noise with the crane/loader operations, unloading and loading, but not vibration or noise that can exceed the noise levels at the property lines or that can't be mitigated.

Question 5: Please confirm whether or not the facility will be open to the general public (i.e. individuals or businesses bringing truckloads of recyclable materials to the site for compensation).

Response: The following areas are where the general public (customers) can have access:

Feeder yard (See areas in green below.)

- To weigh on the scale
- Drop metal in the bin/yard
- Drop non-ferrous metal and weigh in the building
- Toilets



Question 6: Please share your expectation for the hours of operation for the facility and what types of outdoor lighting the project may require.

Response: Hours of Operation:

- **Non-Ferrous and Feeder Yard**
  - Operation: Monday to Saturday 6 am to 6 pm.
  - Open to customers: Monday to Saturday 6 am to 6 pm.
  - Closed on Sunday.

- **Maintenance Garage**
  - Monday to Saturday 6 am to 6 pm.
  - Closed on Sunday.

- **Downstream Process Plant**
  - Operation: 24 hours per day, seven days per week.

- **Office**
  - Monday to Friday 7 am to 5 pm.

Equipment maintenance may happen at any time, 24 hours per day, seven days per week, depending on the situation, mainly on the Downstream Processing Plant.

Outdoor lighting will be mainly for security purposes and will be directed to avoid light being directed outside of the property and/or toward the sky. The Downstream operation requires minimum lighting around the building. AIM will not be using a "car dealer lot" type level of lighting anywhere on the property.

Question 7: Please discuss what future phases of the site are likely to entail.

Response: Depending on the market situation and the success of this site, AIM may want to develop the Phase 2 portion of this site within two to ten years following the completion of Phase 1.

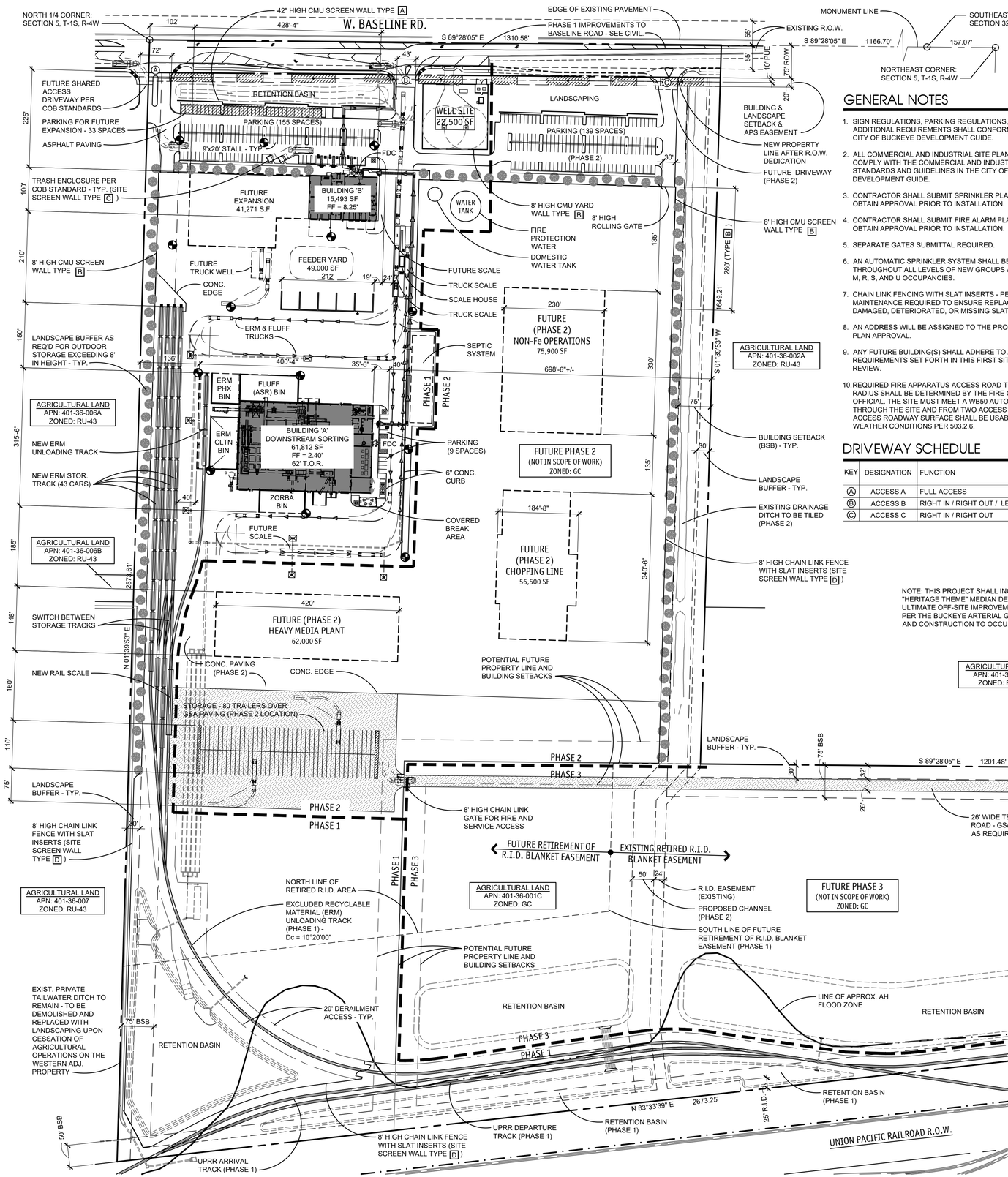
- Non-Ferrous Operations Building – 2 to 5 years
- Heavy Media Plant – 5 to 10 years
- Chopping Line – 5 to 10 years

We hope this addresses these questions to your satisfaction and look forward to submitting for the Site Plan Review in the coming weeks.

Sincerely,

Richie Poole
Cawley Architects
480-697-3989

Exhibit E



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DRIVEWAY SCHEDULE

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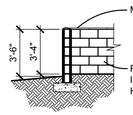
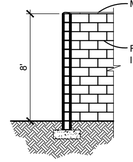
SITE SCREEN WALLS

NOTE: INTEGRAL COLOR CMU EQUAL TO OLDCASTLE SUPERLITE PRODUCT LINE.



A PARKING SCREEN WALL
- 8x8x16 SMOOTH REGULAR STRUCK CMU



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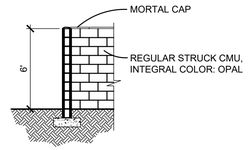

C TRASH ENCLOSURE/SCREEN WALL
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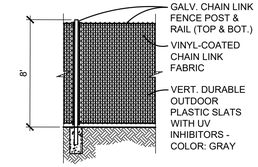

D SITE FENCE: CHAIN LINK WITH SLAT INSERTS
- GALVANIZED POSTS AND RAILS
- VINYL-COATED CHAIN LINK FABRIC
- DURABLE PLASTIC SLATS WITH UV INHIBITORS

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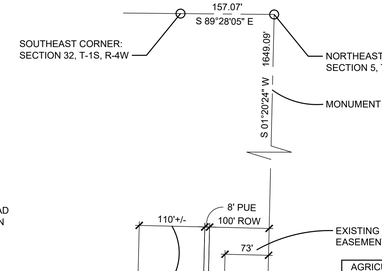

SITE DATA

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ADDRESS:	SWC OF BASELINE ROAD & PALO VERDE ROAD
OWNER:	AIM RECYCLING PHOENIX LLC 3411 SILVERSIDE ROAD TATNALL BUILDING, #104 WILMINGTON (NEW CASTLE), DELAWARE 19810
SCOPE:	A NEW INDUSTRIAL FACILITY
LEGAL DESCRIPTION:	SEE CIVIL
ASSESSOR PARCEL NO.:	401-36-001C
ZONING:	'GC' GENERAL COMMERCE (OBSOLETE ZONING DISTRICT)
SITE AREA (GROSS):	4,177,386 SF +/- (95.9 ACRES +/-)
SITE AREA (NET):	4,018,506 SF +/- (92.3 ACRES +/-)
PHASE 1 (GROSS):	1,927,885 SF +/- (44.3 ACRES +/-)
PHASE 1 (NET):	1,829,592 SF +/- (42.0 ACRES +/-)
BUILDING FOOTPRINTS:	312,976 SF +/-
PHASE 1:	77,305 SF
MAX. LOT COVERAGE:	50%
LOT COVERAGE:	7.8% +/-
PHASE 1:	4.2%
LANDSCAPE AREA:	251,318 SF (PHASE 1)
LANDSCAPE COVERAGE:	13.7% (PHASE 1) - 10% MIN. REQ'D.
OCCUPANCY:	B / F-1 / S-1
CONSTRUCTION TYPE:	II-B WITH A.F.E.S.
PROPOSED BLDG. HGT:	
BUILDING 'B':	39 FEET T.O. PARAPET
BUILDING 'A':	62 FEET T.O. RIDGE
ALLOWED HEIGHT:	55 FEET + 1' PER 3' ADD'L S.B.
STORIES:	TWO (ONE + MEZZANINE)
ROOF SLOPE:	1/2" PER FOOT MINIMUM
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PARKING CALCULATIONS

BUILDING AREA CALCULATIONS (PHASE 1 ONLY)

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OFFICE	6,153 S.F.	-	6,153 S.F.
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TOTAL:	77,305 S.F.	1,200 S.F.	78,505 S.F.

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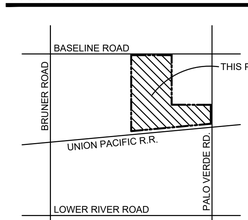
VICINITY MAP

N.T.S.



MASTER SITE PLAN

1" = 120'-0"

0 60 120 240

N

CAWLEY ARCHITECTS
730 N. 52nd St. Ste. 203
Phoenix, Arizona 85008
P 602.393.5060
CawleyArchitects.com

REGISTERED ARCHITECT — CERTIFICATE NO. — 26784 — PAUL F. DEVERS, JR. — Date Signed — ARIZONA, U.S.A.

A NEW FACILITY FOR
AIM RECYCLING BUCKEYE PLANT PHASE 1

SWC OF W. BASELINE ROAD AND S. PALO VERDE ROAD
BUCKEYE, AZ
85326

DATE

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SP REVIEW SUBMITTAL 05-12-2023
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DRAWN BY: RP

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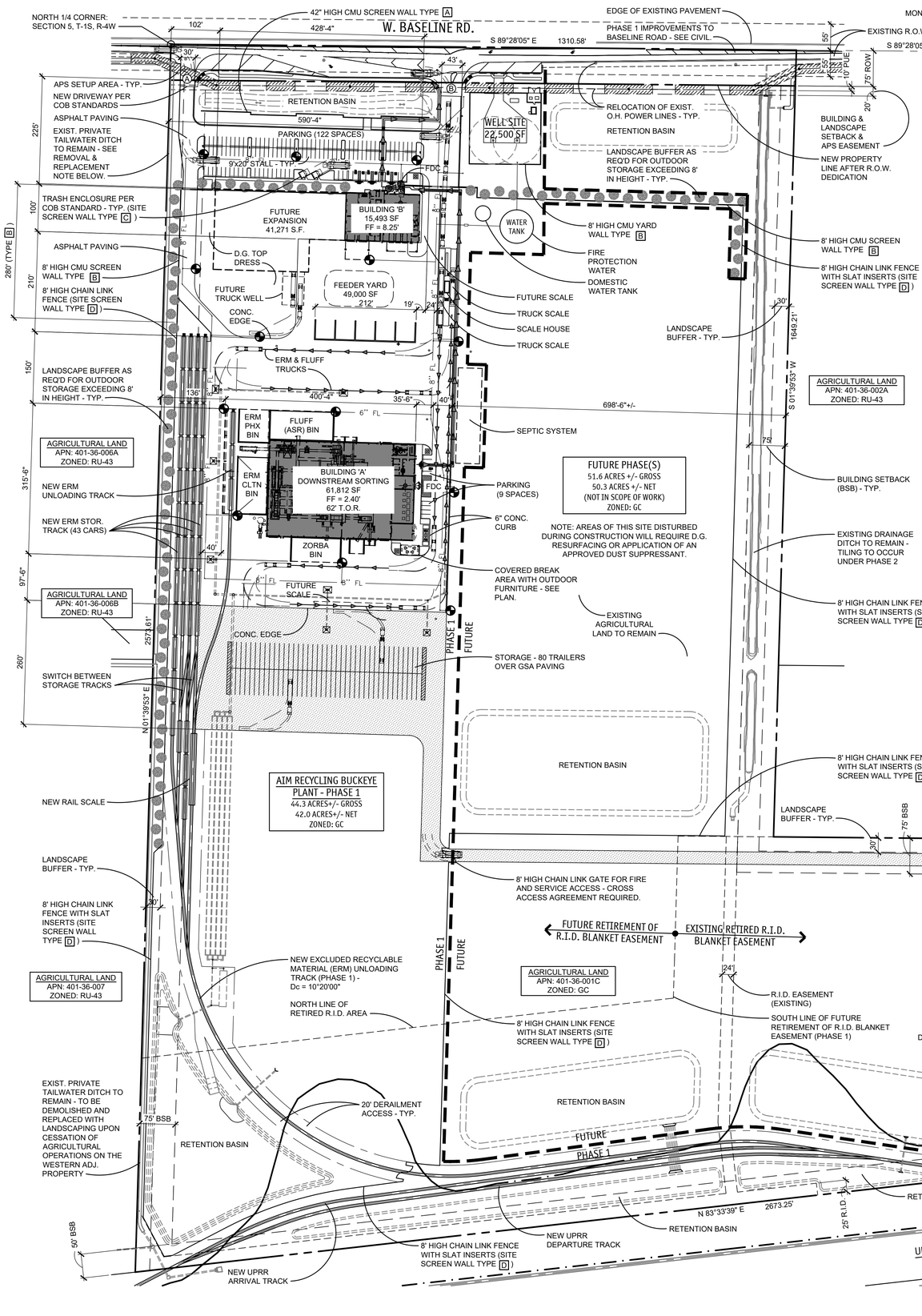
MASTER SITE PLAN

Project: 22082

A1.0



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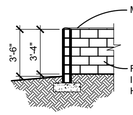

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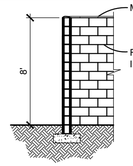

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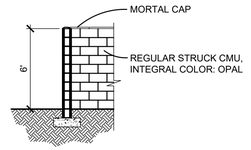

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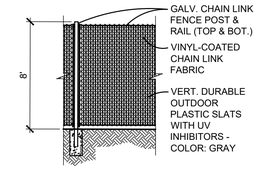

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VICINITY MAP

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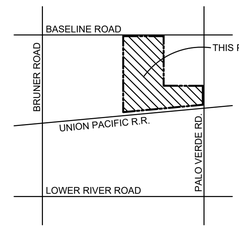

SITE PLAN - PHASE 1

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P 602.393.5060
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REGISTERED ARCHITECT — CERTIFICATE NO. 26784 — PAUL F. DEVERS, JR. — Date Signed 11/08/2024 — ARIZONA, U.S.A.

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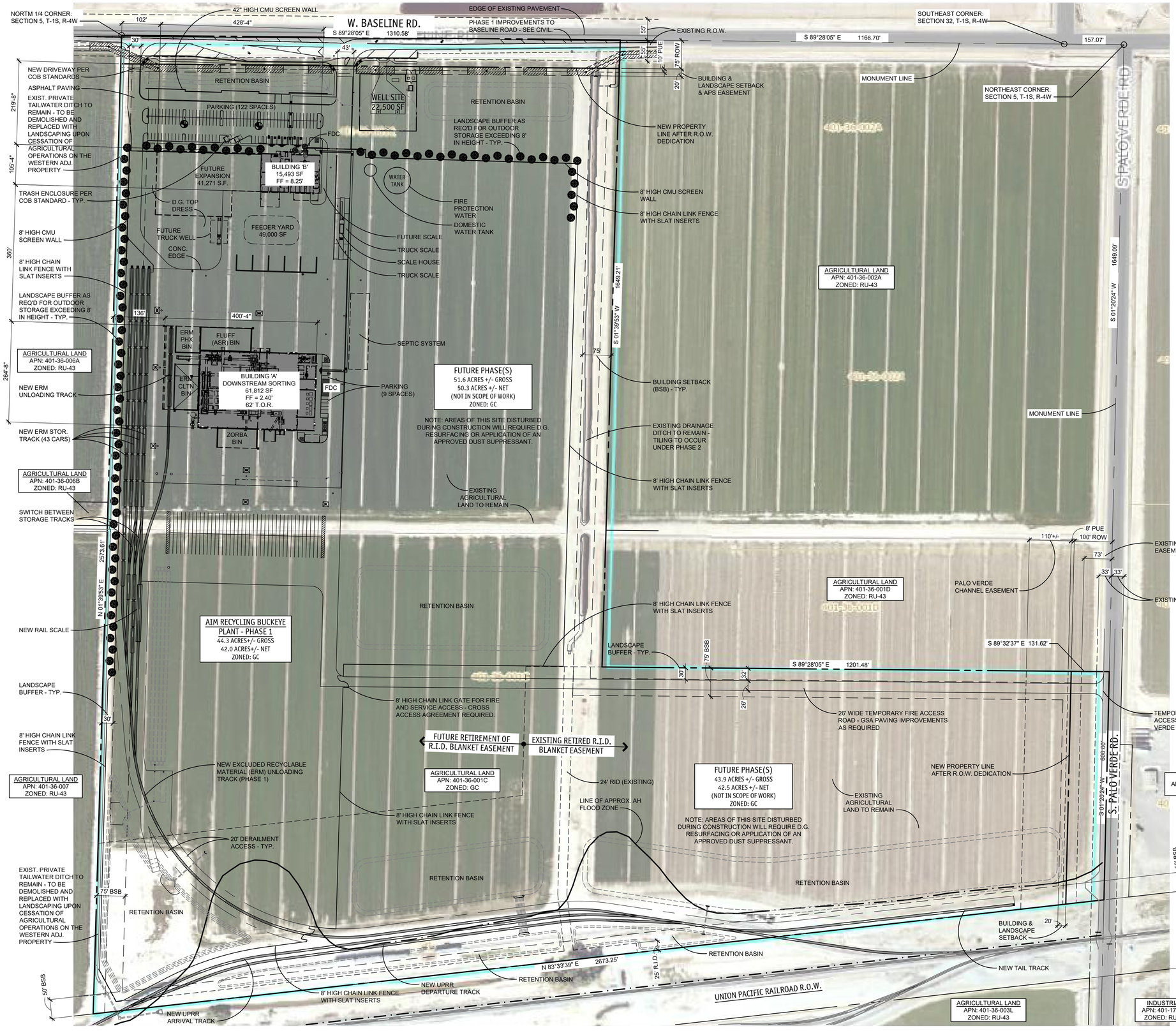
Project: 22082

A1.1

902



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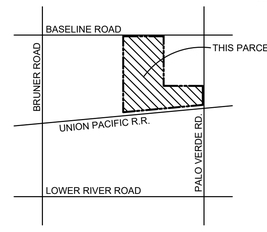

PHASE 1 SITE PLAN WITH COLOR AERIAL

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N

CAWLEY ARCHITECTS
730 N. 52nd St. Ste. 203
Phoenix, Arizona 85008
P 602.393.5060
CawleyArchitects.com

REGISTERED ARCHITECT
CERTIFICATE NO.
26784
PAUL F. DEVERS, JR.
Date Signed 03/03/25
ARIZONA, U.S.A.

A NEW FACILITY FOR
AIM RECYCLING BUCKEYE PLANT PHASE 1

SWC OF W. BASELINE ROAD AND S. PALO VERDE ROAD BUCKEYE, AZ 85326

DATE

PRE-APP SUBMITTAL 08-05-2022
SP REVIEW SUBMITTAL 05-12-2023
SP REVIEW 2ND SBMTL 12-20-2023
SP REVIEW 3RD SBMTL 05-24-2024
SP REVIEW 4TH SBMTL 07-03-2024

DRAWN BY: RP

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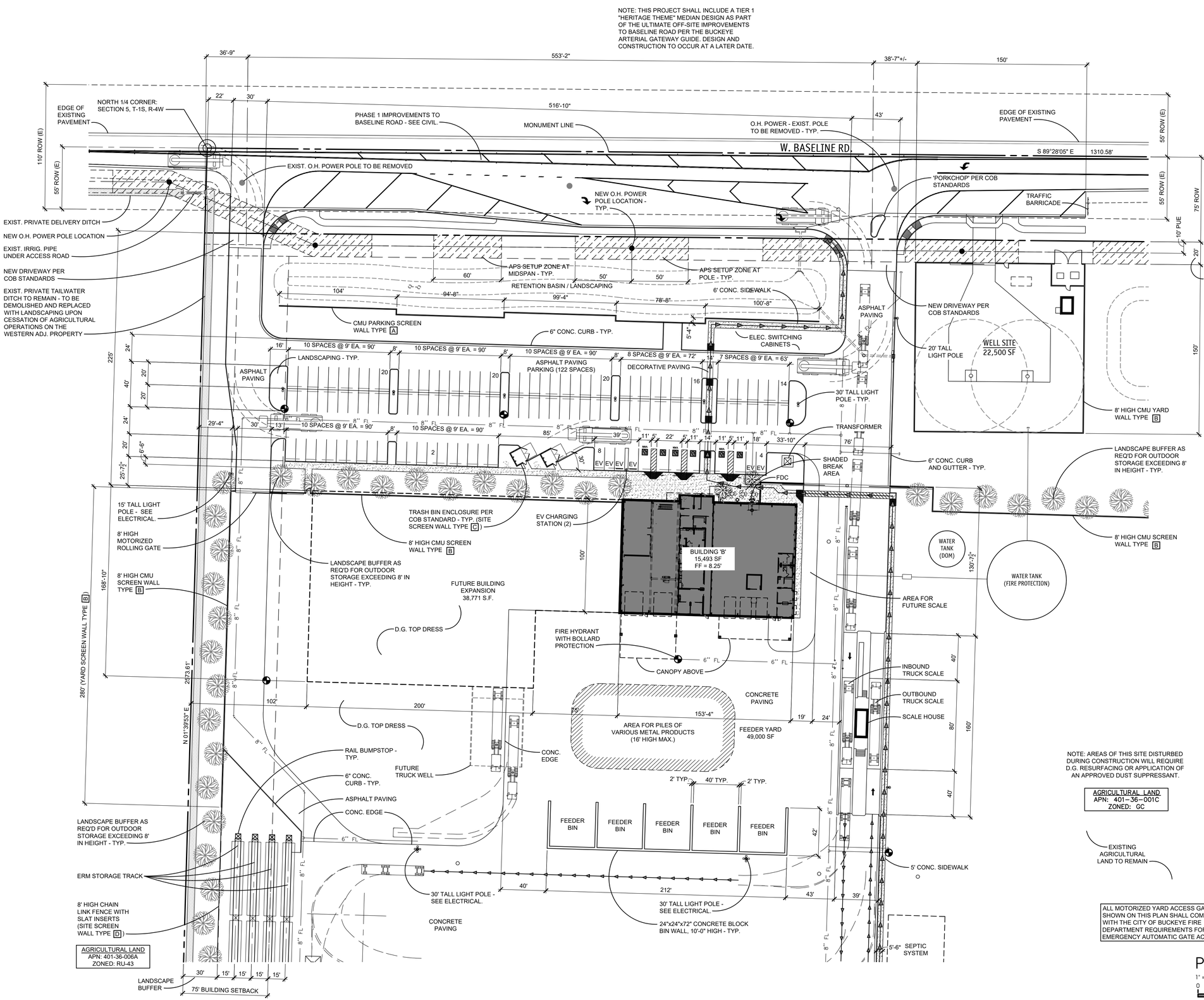
PHASE 1 SITE PLAN WITH COLOR AERIAL

Project: 22082

A1.2

903



PHASE 1 PARTIAL SITE PLAN

1" = 40'-0"

0 20 40 80

SITE DATA

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ADDRESS:	SWC OF BASELINE ROAD & PALO VERDE ROAD
OWNER:	AIM RECYCLING PHOENIX LLC 3411 SILVERSIDE ROAD TATNALL BUILDING, #104 WILMINGTON (NEW CASTLE), DELAWARE 19810
SCOPE:	A NEW INDUSTRIAL FACILITY
LEGAL DESCRIPTION:	SEE CIVIL
ASSESSOR PARCEL NO.:	401-36-001C
ZONING:	'GC' GENERAL COMMERCE (OBSOLETE ZONING DISTRICT)
SITE AREA (GROSS):	4,177,386 SF +/- (95.9 ACRES +/-)
SITE AREA (NET):	4,018,506 SF +/- (92.3 ACRES +/-)
PHASE 1 (GROSS):	1,927,885 SF +/- (44.3 ACRES +/-)
PHASE 1 (NET):	1,829,592 SF +/- (42.0 ACRES +/-)
BUILDING FOOTPRINTS:	312,976 SF +/-
PHASE 1:	77,305 SF
MAX. LOT COVERAGE:	50%
LOT COVERAGE:	7.8% +/-
PHASE 1:	4.2%
LANDSCAPE AREA:	251,318 SF (PHASE 1)
LANDSCAPE COVERAGE:	13.7% (PHASE 1) - 10% MIN. REQ'D.
OCCUPANCY:	B / F-1 / S-1
CONSTRUCTION TYPE:	II-B WITH A.F.E.S.
PROPOSED BLDG. HGT:	
BUILDING 'B':	39 FEET T.O. PARAPET
BUILDING 'A':	62 FEET T.O. RIDGE
ALLOWED HEIGHT:	55 FEET + 1' PER 3' ADD'L S.B.
STORIES:	TWO (ONE + MEZZANINE)
ROOF SLOPE:	1/2" PER FOOT MINIMUM
ROOF SCREENING HGT:	50" MAX.

PARKING CALCULATIONS

BUILDING AREA CALCULATIONS (PHASE 1 ONLY)

OCCUPANCY	1ST FLOOR	2ND FLOOR	TOTALS
OFFICE	6,153 S.F.	-	6,153 S.F.
WAREHOUSE	71,152 S.F.	1,200 S.F.	72,352 S.F.
TOTAL:	77,305 S.F.	1,200 S.F.	78,505 S.F.

REQUIRED PARKING CALCULATIONS (PHASE 1 ONLY)

OCCUPANCY	S.F.	FACTOR	TOTAL
OFFICE	6,153	1/350	18
WAREHOUSE	72,352	1/1500	49
TOTAL:			67

PARKING PROVIDED (PHASE 1)

TOTAL REGULAR SPACES	118
TOTAL ACCESSIBLE SPACES	7
TOTAL EV SPACES (MIN. 5% OF REQUIRED)	6
TOTAL SPACES ON-SITE (PHASE 1)	131

NOTE: PARKING FOR FUTURE BUILDING EXPANSION AND FUTURE PROJECT PHASES WILL BE PROVIDED AS REQUIRED.

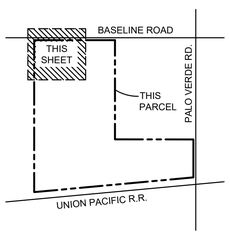
NOTE: EV SPACES TO BE SIGNED AS RESERVED FOR EV WITH TWO SPACES EQUIPPED WITH EV CHARGERS. SEE THIS SHEET FOR LOCATION OF EV SPACES.

LEGEND

- PROPERTY LINE
- SETBACK LINE
- EASEMENT LINE
- CAR OVERHANG
- 6" CURB
- SITE WALL
- GSA PAVING
- SALT FINISH CONCRETE SIDEWALK
- PAINT STRIPING ON PAVEMENT
- FDC — FIRE DEPARTMENT CONNECTION
- FIRE RISER
- A — SITE WALL TYPE
- NEW FIRE HYDRANT
- ACCESSIBLE ROUTE / PATH OF TRAVEL
- PRIMARY TRUCK FLOW ONSITE

KEY MAP

N.T.S.



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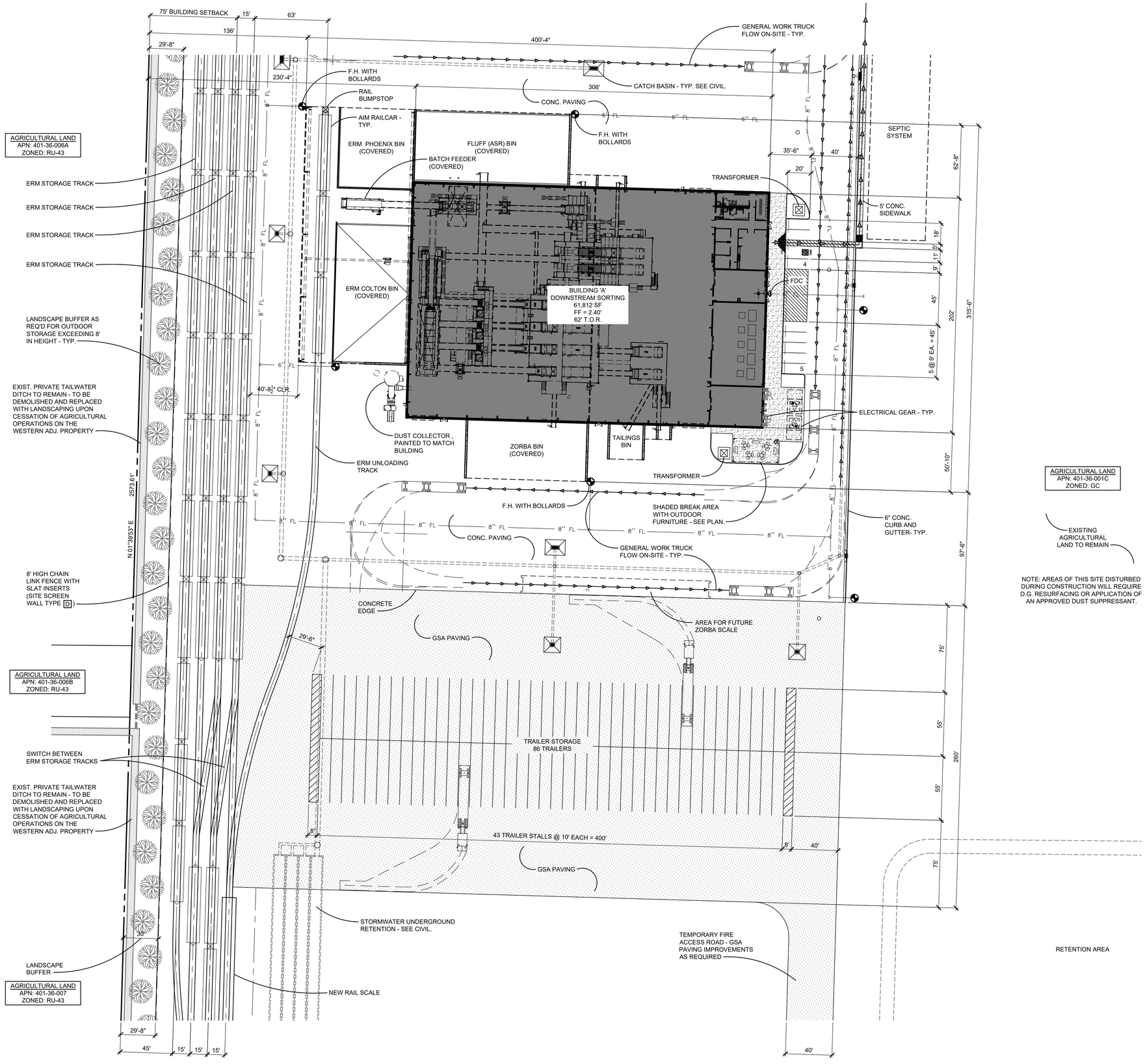
PHASE 1 PARTIAL SITE PLAN

Project: 22082

A1.3



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KEY MAP

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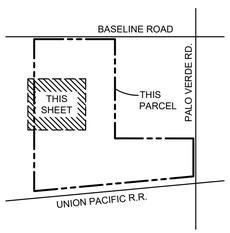

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SWC OF W. BASELINE ROAD AND S. PALO VERDE ROAD
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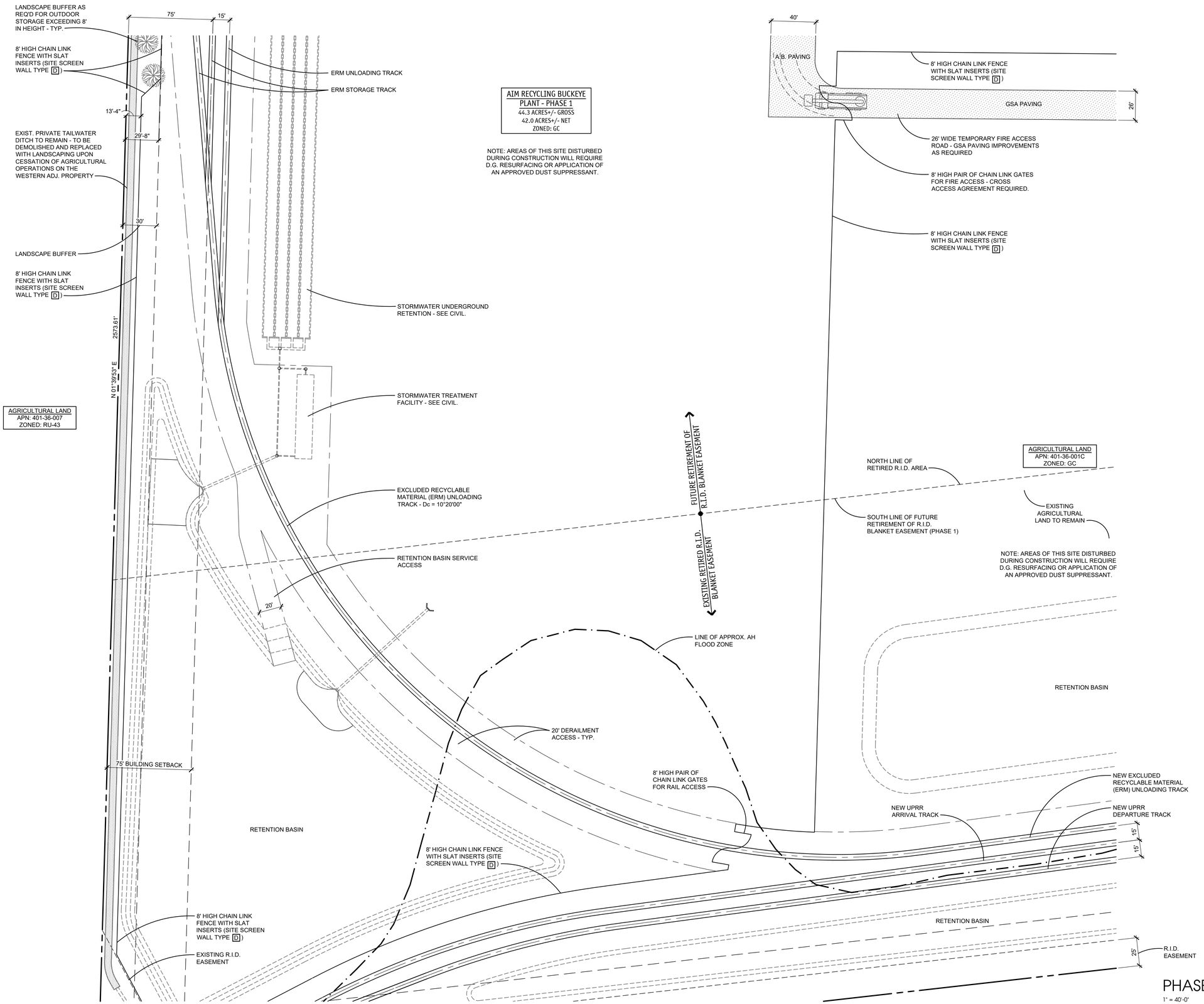
Project: 22082

A1.4

905



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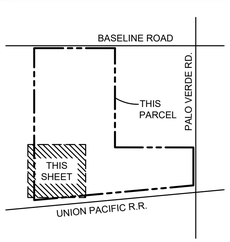

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PHASE 1 PARTIAL SITE PLAN

Project: 22082

A1.5

Exhibit F

AIM RECYCLING BUCKEYE PLANT
LANDSCAPE CONCEPTUAL

VISIBILITY EASEMENT RESTRICTIONS

1. Any object, wall, structure, mound or landscaping (mature) over 24" in height is not allowed within the visibility easement.
2. Trees canopies overhanging the easement shall be kept trimmed to a height no less than 7'.
3. No trees are to be installed within 6' of any fire hydrant.
4. No Trees, boulders are to be installed in the VNAE, PUE, R/W or within 6' back of curb.
5. Any vegetation including trees, shrubs, or ground-cover, may be removed for any reason if deemed necessary by by the City of Buckeye.

C.O.B EASEMENT RESTRICTION

In easements for the exclusive use of water, sanitary sewer, reclaimed water or any combination thereof, only ground-cover and bushes are allowed to be planted within the easement areas. No trees or boulders are allowed.

DRAINAGE EASEMENT RESTRICTION

No structures or vegetation of any kind that would impede the flow though the easement may be constructed, planted or allowed to grow within the drainage easement.

CIVIL COMPLIANCE NOTE:

ALL RIP RAP, UNDERGROUND PIPE, UTILITIES AND METERS HAVE BEEN COORDINATED WITH THE CIVIL ENGINEERING FIRM.

ROOT BARRIER NOTE:

All trees located in the public right of way shall recieve vertical 'Root Barrier'

a. Linear Root Barrier shall be used along public improvements that are only on one side of the tree.
b. Surrounded Root Barriers shall be used when a tree is near the sidewalk, or within the median.

Trees extending into the right of ways shall be forever trimmed to the following minimums standards.

a. 18'-0" over any public roadways.
b. 7'-0" over any public sidewalk.

GENERAL LANDSCAPING NOTES

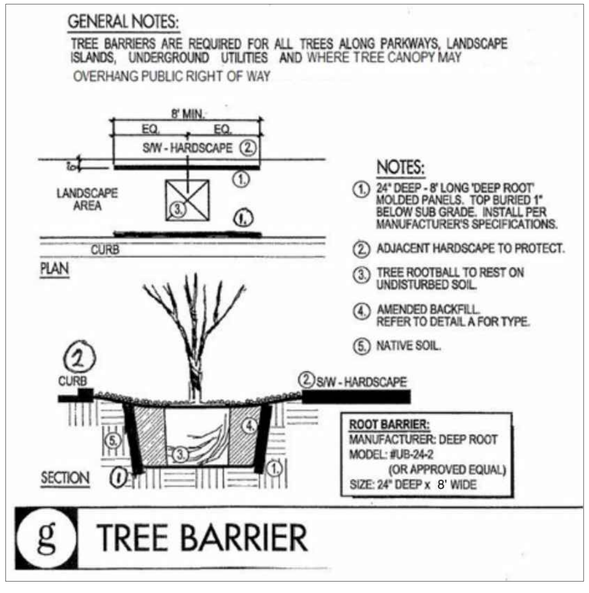
1. The Landscape Architect, or his representative, reserve the right to refuse any plant materials he deems unacceptable. (See specifications)
2. For clarification of discrepancies between the drawings and the site, it should be brought to the attention of the Landscape Architect prior to beginning work.
3. The Landscape Architect is to approve any and all substitutions.
4. Plant list provided for contractor's convenience only. Plans take precedence.
5. Double stake all 15 gallon, 24", and 36" box trees as required.
6. Sprinkler Contractor must guarantee 100% coverage.
7. Exposed soil in planters shall be raked and free from rocks, roots, weeds, etc.
8. Finished grade in groundcover, granite and lawn areas shall be 1" below adjacent header, paving, curbing, etc. 100 % coverage in all landscape areas.
9. Plants shall be quality material having a growth habit which is normal for the species and be sound, vigorous, healthy, and free from insects and injury.
10. Groundcover and/or decomposed granite shall extend under shrubs unless noted.
11. After all work is completed, the contractor shall remove all materials not incorporated in the Scope of Work from the job site.
12. Grading shall include all excavation, settlement, handling, import, distribution, transportation, and disposal necessary to bring ground to finish grade as shown on the plan. (once general contractor has provided finish grade within 1/10 of 1')
13. All earthwork is to be done so that all water drains away from all structures.
14. A pre-emergent herbicide is to be applied to all granite areas after the granite has been laid. Include all river rock areas, if applicable.
15. All underground conduits are to be located before digging. If doubt exists call Blue Stake at (602) 263-1100.
16. All material to be guaranteed for a period of ONE (1) YEAR after final acceptance.
17. Landscape contractor shall provide arbor guards to all trees located in turf areas.
18. Contractor is responsible for all required sleeving whether it is shown on on the plans or not.

CITY OF BUCKEYE NOTES FOR CONSTRUCTION

1. Substitutions in type, and/or deviation in size or quantity from the approved landscape or irrigation plans shall not be premitted without prior written approval from the city of Buckeye and Landscape Architect.
   a. (City contact information 623-349-6200)
   b. (Landscape Architect contact information 602-265-0320)
2. All existing landscape including trees, shrubs and irrigation systems that are designated to remain in the approved landscape plans, and are damaged or destroyed during construction, will be replaced in kind by the contractor.
3. The City shall be notified 24 hours prior to any construction work and inspections (623)-349-6200. Construction work concealed without inspection from the City shall be subject to exposure at the contractor's expense.
4. All construction shall conform with the latest MAG Standard Details and specifications and the City's Supplemental details and Specifications.
5. This set of plans has been reviewed for compliance with City requirements prior to issuance of construction permits. However, such review shall not prevent the City from requiring correction of errors in plans found to be in volition of any law or ordinance.
6. The approval is valid for a period of 1 year. Construction permits shall be obtained during this period or the plans shall be resubmitted for review and approval.
7. An approved set of plans shall be available on the job site at all times.
8. Right-of-way improvements shall not be accepted until 'As-Built' plans have been submitted and approved by the City. (See as-built requirements).
9. The developer is responsible for the removal or relocation of all obstructions with in the right-of-way prior to starting new construction.
10. The developer is responsible for arranging the relocation and associated costs of all utilities. A utility relocation schedule shall be submitted prior to the issuance of permits.
11. The developer is responsible for obtaining or dedicating all required rights-of -way and easements to the City prior to issuance of permits.
12. The contractor shall contact (Arizona 811) (602-263-1100) at least 48 hours prior to construction.
13. The contractor shall barricade construction sites at all times per the (City of Buckeye) Traffic Barricade Manual. When required by the City, a traffic control plan shall be submitted for approval in advance of construction.
14. The contractor may request a fire hydrant meter for construction water from the public works department Department. This meter should be ordered two working days prior to the start of construction. The unlawful removal of water from a fire hydrant is a violation of the municipal code, punishable by fine and/or imprisonment. Note: potable water not available for construction purposes.
15. Private on-site water and sewer lines shall be constructed in accordance with the Uniform Plumbing Code, N.F.P.A. and the Uniform Fire Code as adopted by the City.
16. Irrigation lines serving landscaping within public right of way shall be inspected by the public works dept. 623-349-6800 before backfilling.
17. Any above ground mechanical units that are placed adjacent to city right-of-way shall be properly screened in accordance with the development code.

CITY OF BUCKEYE GENERAL NOTES:

1. All lighting, signs, walls and ramadas and other structures require separate building approval and permits.
2. All plant material in rights-of-way are in compliance. with the Arizona Department of Water Resources Low Water Use Plant List for the Phoenix active Management Area.
3. All plant material and specifications are to conform to the Az Nurseryman association current standards.
4. All plant material will be guaranteed for a min. of (60) sixty days from the date of final approval. Any plant material that has to be replaced under the terms of the guarantee shall be guaranteed for an additional sixty days from the date of replacement.
5. If sidewalks and paving are part of landscape improvements indicate that all on-site paving will meet design and construction requirements of the Americans with disabilities act (ADA)
6. Maricopa County Dust Control and Landscape permits are required for all landscape work in residential, commercial, and industrial subdivisions.
7. Prior acceptance of any BACKFLOW device, it must be tested by a state certified tester.
8. All BACKFLOW devices shall be recertified yearly.
9. Contractor shall ensure a 24" inch clearance between sidewalks and plant material.
10. Sprinkler contractor must guarantee 100% coverage in all landscape areas.
11. Erosion control shall be required at all inlet/outlet locations.
12. An 18 gauge tracer wire, of a different color than the controller wires, shall be installed w/ 2" inch and larger main lines.
13. No vegetation shall be planted within drainage easements or tracts which would impede the flow of water over, under, or through the drainage easements or tracts.
14. Visibility restrictions:
    Any object, wall, structure, mound or landscaping (mature) over 24" in height is not allowed within the visibility easement.
    all trees planted whose canopies overhand the public right of way shall be forever trimmed such that canopies over public sidewalks will be no less than 7'-0" clear. All canopies that overhang public roadways shall be no less than 18'-0" clear.
    No trees are to be installed within 6' of any fire hydrant.
    No Trees, boulders are to be installed in the VNAE, PUE, R/W or within 6' back of curb.
    Any vegetation including trees, shrubs, or ground-cover, may be removed for any reason if deemed necessary by by the City of Buckeye.
15. This owner will provide all maintenance for this project
16. DG will be used for dust control, litter will be picked up weekly or more often if needed, weed control will be provided weekly
17. AZ Water Co. is the supplier of potable water for this site.



WATER PROVIDER: ARIZONA WATER COMPANY (POTABLE WATER)
ELECTRIC PROVIDER: APS

PROJECT DIRECTORY

ARCHITECT:
CAWLEY ARCHITECTS
730 N.52ND STREET SUITE 203
PHOENIX, ARIZONA 85008
ATTN: RICHIE POOLE
602-393-5060
RICHIEP@CAWLEYARCHITECTS.COM

LANDSCAPE MAINTENANCE PROVIDER

TO BE DETERMINED

CITY LANDSCAPE MAINTENANCE

THE CITY OF BUCKEYE WILL MAINTAIN THE MEDIANS ADJACENT TO THIS PROJECT.

LANDSCAPE CALCULATIONS

SITE AREA (THIS PHASE):	2,167,140 SQ.FT.
LANDSCAPE REQUIRED: (10%)	216,714 SQ.FT
SITE LANDSCAPE PROVIDED: (TREES)	217
SITE LANDSCAPE PROVIDED: (SHRUBS)	1,548
PERIMETER LANDSCAPE REQUIRED: (1 TREE / 30 L.FT.)	53
PERIMETER LANDSCAPE REQUIRED: (5 SHRUBS / 30 L.FT.)	265
PERIMETER LANDSCAPE PROVIDED: (TREES)	53
PERIMETER LANDSCAPE PROVIDED: (SHRUBS)	265
PARKING LANDSCAPE REQUIRED: (1 TREE / ISLAND)	13
PARKING LANDSCAPE REQUIRED: (3 SHRUBS / ISLAND)	39
PARKING LANDSCAPE PROVIDED: (TREES)	13
PARKING LANDSCAPE PROVIDED: (SHRUBS)	44
BLDG. FOUNDATION LANDSCAPE REQUIRED: (1 SHRUB / 8L.FT.)	(592 L.FT.') 74 SHRUBS
BLDG. FOUNDATION LANDSCAPE PROVIDED:	99 SHRUBS
LANDSCAPE SURFACE:	DECOMPOSED GRANITE

LANDSCAPE LEGEND



TREES

PISTACHE 'RED PUSH' RED PUSH PISTACHE
36" BOX, 7.5'T, 4.5'W (48)
48" BOX (15)

QUERCUS VIRGINIANA LIVE OAK
24" BOX, 6'T, 4'W (QTY. 13)

OLNEYA TESOTA IRONWOOD
36" BOX, 5'T,3.5'W (QTY. 23)

PROSOPIS 'RIO-SALADO' HYBRID THORNLESS MESQUITE
24" BOX, 6'T, 3.5'W (QTY. 6)

ACACIA SALICINA WILLOW ACACIA
24" BOX (QTY. 47)
36" BOX (QTY. 67)

LARGE SHRUBS

TECOMA 'ORANGE JUBILEE' ORANGE JUBILEE
5 GALLON (QTY.171)

CAESALPINIA MEXICANA MEXICAN BIRD OF PARADISE
5 GALLON (QTY. 173)

CAESALPINIA PULCHERRIMA RED BIRD OF PARADISE
5 GALLON (QTY. 92)

MEDIUM SHRUBS

EREMOPHILA MACULATA VALENTINE EMU BUSH
5 GALLON (QTY. 376)

ACCENTS

HESPERALOE PARVIFLORA RED YUCCA
5 GALLON (QTY. 401)

HESPERALOE PARVIFLORA YELLOW YUCCA
5 GALLON (QTY. 347)

GROUND COVER

LANTANA MONTEVIDENSIS 'GOLD MOUND'
1 GALLON (QTY. 261)

LANTANA MONTEVIDENSIS TRAILING PURPLE
1 GALLON (QTY. 59)

CONVOVULUS CNEORUM BUSH MORNING GLORY
5 GALLON (QTY. 98)

ACACIA REDOLENS 'DESERT CARPET' tm
5 GALLON (QTY. 176)

1/2" SCREENED SADDLEBACK BROWN DECOMPOSED GRANITE
2" DEPTH IN ALL LANDSCAPE AREAS

APPROVAL

DEVELOPMENT SERVICES DIRECTOR DATE

CITY ENGINEER DATE
(S.V.T. / S.D.L. APPROVAL ONLY

T.J. McQUEEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING
10450 N. 74th Street , Suite 120
Scottsdale, Arizona 85258
P.(602)265-0320
EMAIL: timmcqueen@tjmla.net

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P 602.393.5060
CawleyArchitects.com

A NEW FACILITY FOR
AIM RECYCLING BUCKEYE PLANT PHASE 1

SWC OF W. BASELINE ROAD AND S. PALO VERDE ROAD BUCKEYE, AZ 85326

DATE

PRE-APP SUBMITTAL 08-05-2022
SP REVIEW SUBMITTAL 05-12-2023
SP REVIEW 2ND SBMTL 12-20-2023
SP REVIEW 3RD SBMTL 05-24-2024
SP REVIEW 4TH SBMTL 07-03-2024

REGISTERED LANDSCAPE ARCHITECT 27166 TIMOTHY J. McQUEEN Date Signed 07/03/24 ARIZONA, USA EXPIRES 06/30/2025

DRAWN BY:

OWNERSHIP OF DOCUMENTS:
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CONCEPTUAL LANDSCAPE PLAN

Project: 22082

La.01

OVERHANGING TREES IN R.O.W.

ALL TREES PLANTED WHOSE CANOPIES OVERHANG THE PUBLIC R.O.W. SHALL BE FOREVER TRIMMED SUCH THAT CANOPIES OVER PUBLIC SIDEWALKS WILL BE NO LESS THAN 7'-0" CLEAR, ALL CANOPIES THAT OVERHANG PUBLIC ROADWAYS SHALL BE NO LESS THAN 18'-00" CLEAR.

BASELINE ROAD

70' R.O.W.

10' PUE

BUCKEYE LINE OF SIGHT

GRANITE TOP-DRESS ONLY

42" SCREEN WALL TYP

FUTURE PARKING AREA
GRANITE TOP-DRESS ONLY

ELECT. SWITCH CABINETS
GRANITE TOP-DRESS ONLY

8' CMU WALL TYP

8' CHAIN LINK W/ SLAT INSERTS

MATCH LINE SEE SHEET La.06

MATCH LINE SEE SHEET La.03

LANDSCAPE LEGEND

TREES

- PISTACHE 'RED PUSH' / RED PUSH PISTACHE — 36" BOX, 7.5'T, 4.5'W (48) / 48" BOX (15)
- QUERCUS VIRGINIANA / LIVE OAK — 24" BOX, 6'T, 4'W (QTY. 13)
- OLNEYA TESOTA / IRONWOOD — 36" BOX, 5'T,3.5'W (QTY. 23)
- PROSOPIS 'RIO-SALADO' / HYBRID THORNLESS MESQUITE — 24" BOX, 6'T, 3.5'W (QTY. 6)
- ACACIA SALICINA / WILLOW ACACIA — 24" BOX (QTY. 47) / 36" BOX (QTY. 67)

LARGE SHRUBS

- TECOMA 'ORANGE JUBILEE' / ORANGE JUBILEE — 5 GALLON (QTY.171)
- CAESALPINIA MEXICANA / MEXICAN BIRD OF PARADISE — 5 GALLON (QTY. 173)
- CAESALPINIA PULCHERRIMA / RED BIRD OF PARADISE — 5 GALLON (QTY. 92)

MEDIUM SHRUBS

- EREMOPHILA MACULATA / VALENTINE EMU BUSH — 5 GALLON (QTY. 376)

ACCENTS

- HESPERALOE PARVIFLORA / RED YUCCA — 5 GALLON (QTY. 401)
- HESPERALOE PARVIFLORA / YELLOW YUCCA — 5 GALLON (QTY. 347)

GROUND COVER

- LANTANA MONTEVIDENSIS 'GOLD MOUND' — 1 GALLON (QTY. 261)
- LANTANA MONTEVIDENSIS / TRAILING PURPLE — 1 GALLON (QTY. 59)
- CONVOVULUS CNEORUM / BUSH MORNING GLORY — 5 GALLON (QTY. 98)
- ACACIA REDOLENS 'DESERT CARPET' tm — 5 GALLON (QTY. 176)

1/2" SCREENED SADDLEBACK BROWN DECOMPOSED GRANITE 2" DEPTH IN ALL LANDSCAPE AREAS

LANDSCAPE PLAN

0' 15' 30' 60'

SCALE: 1"=30'-00"

REGISTERED LANDSCAPE ARCHITECT — 27166 TIMOTHY J. McQUEEN — Date Signed 07.03.24 — ARIZONA, USA — EXPIRES 06/30/2026

T.J. McQUEEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING
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Scottsdale, Arizona 85258
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A NEW FACILITY FOR
AIM RECYCLING BUCKEYE PLANT PHASE 1

SWC OF W. BASELINE ROAD AND S. PALO VERDE ROAD BUCKEYE, AZ 85326

DATE

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- SP REVIEW 3RD SBMTL 05-24-2024
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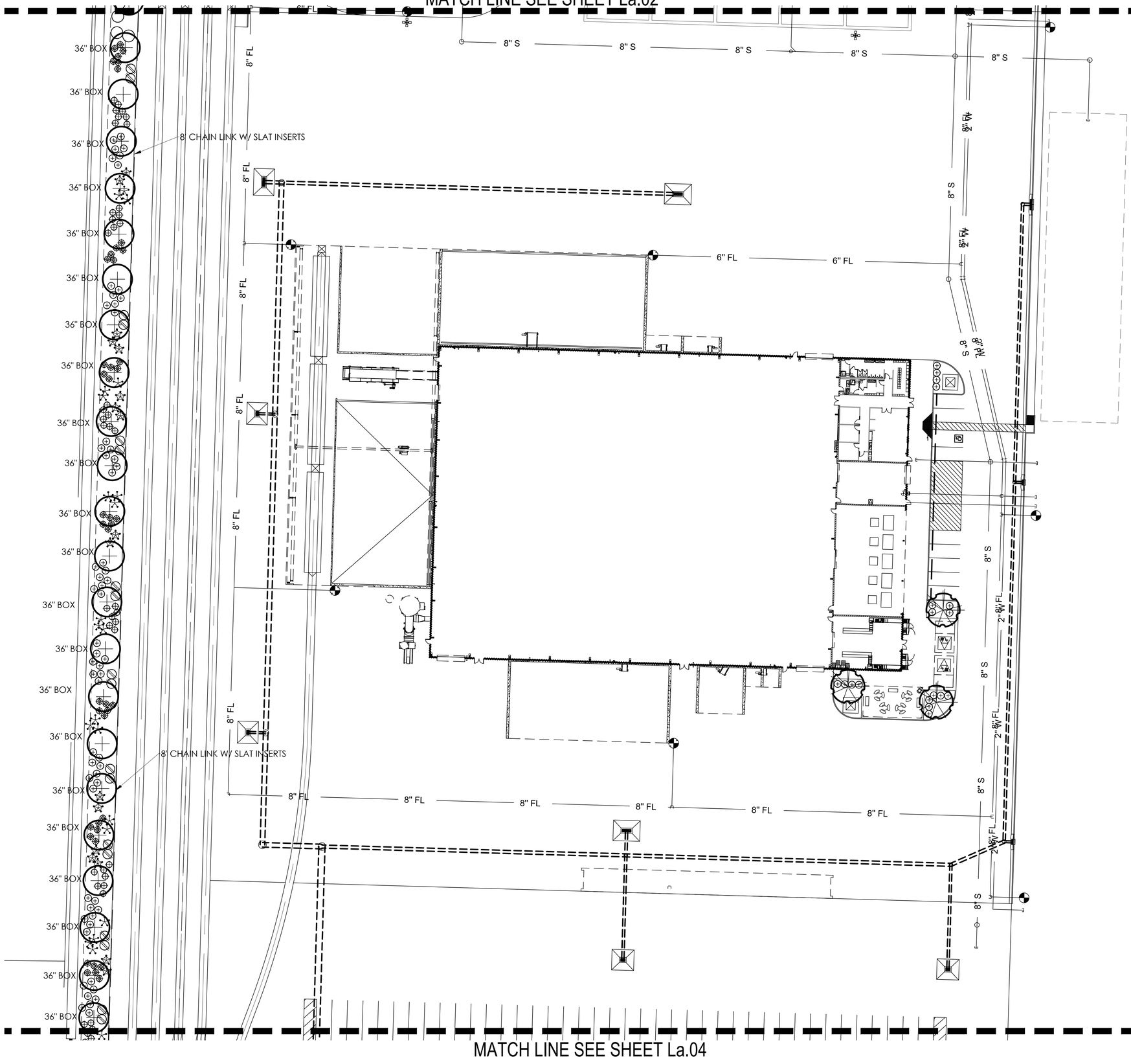
CONCEPTUAL LANDSCAPE PLAN

Project: 22082

La.02

MATCH LINE SEE SHEET La.02



MATCH LINE SEE SHEET La.04

LANDSCAPE LEGEND

TREES

PISTACHE 'RED PUSH'
RED PUSH PISTACHE
36" BOX, 7.5'T, 4.5'W (48)
48" BOX (15)

QUERCUS VIRGINIANA
LIVE OAK
24" BOX, 6'T, 4'W (QTY. 13)

OLNEYA TESOTA
IRONWOOD
36" BOX, 5'T,3.5'W (QTY. 23)

PROSOPIS 'RIO-SALADO'
HYBRID THORNLESS MESQUITE
24" BOX, 6'T, 3.5'W (QTY. 6)

ACACIA SALICINA
WILLOW ACACIA
24" BOX (QTY. 47)
36" BOX (QTY. 67)

LARGE SHRUBS

TECOMA 'ORANGE JUBILEE'
ORANGE JUBILEE
5 GALLON (QTY.171)

CAESALPINIA MEXICANA
MEXICAN BIRD OF PARADISE
5 GALLON (QTY. 173)

CAESALPINIA PULCHERRIMA
RED BIRD OF PARADISE
5 GALLON (QTY. 92)

MEDIUM SHRUBS

EREMOPHILA MACULATA
VALENTINE EMU BUSH
5 GALLON (QTY. 376)

ACCENTS

HESPERALOE PARVIFLORA
RED YUCCA
5 GALLON (QTY. 401)

HESPERALOE PARVIFLORA
YELLOW YUCCA
5 GALLON (QTY. 347)

GROUND COVER

LANTANA MONTEVIDENSIS
'GOLD MOUND'
1 GALLON (QTY. 261)

LANTANA MONTEVIDENSIS
TRAILING PURPLE
1 GALLON (QTY. 59)

CONVOVULUS CNEORUM
BUSH MORNING GLORY
5 GALLON (QTY. 98)

ACACIA REDOLENS
'DESERT CARPET' tm
5 GALLON (QTY. 176)

1/2" SCREENED SADDLEBACK BROWN
DECOMPOSED GRANITE
2" DEPTH IN ALL LANDSCAPE AREAS

LANDSCAPE PLAN

0' 15' 30' 60'

SCALE: 1"=30'-00"

LANDSCAPE ARCHITECT
27166
TIMOTHY J
McQUEEN
07.03.24
Date Signed
ARIZONA, U.S.A.
EXPIRES 06/30/2025

T.J. McQUEEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING
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Scottsdale, Arizona 85258
P.(602)265-0320
EMAIL: timmcqueen@tjmla.net

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A NEW FACILITY FOR
AIM RECYCLING BUCKEYE PLANT PHASE 1

SWC OF W. BASELINE ROAD AND S. PALO VERDE ROAD
BUCKEYE, AZ 85326

DATE

PRE-APP SUBMITTAL 08-05-2022
SP REVIEW SUBMITTAL 05-12-2023
SP REVIEW 2ND SBMTL 12-20-2023
SP REVIEW 3RD SBMTL 05-24-2024
SP REVIEW 4TH SBMTL 07-03-2024

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CONCEPTUAL LANDSCAPE PLAN

Project: 22082

La.03

909

MATCH LINE SEE SHEET La.03

36" BOX
36" BOX
36" BOX
36" BOX
8' CHAIN LINK W/ SLAT INSERTS
36" BOX
36" BOX
36" BOX
36" BOX
36" BOX
36" BOX
36" BOX
36" BOX
36" BOX
36" BOX
8' CHAIN LINK W/ SLAT INSERTS

MATCH LINE SEE SHEET La.05

LANDSCAPE LEGEND

TREES

PISTACHE 'RED PUSH'
RED PUSH PISTACHE
36" BOX, 7.5'T, 4.5'W (48)
48" BOX (15)

QUERCUS VIRGINIANA
LIVE OAK
24" BOX, 6'T, 4'W (QTY. 13)

OLNEYA TESOTA
IRONWOOD
36" BOX, 5'T,3.5'W (QTY. 23)

PROSOPIS 'RIO-SALADO'
HYBRID THORNLESS MESQUITE
24" BOX, 6'T, 3.5'W (QTY. 6)

ACACIA SALICINA
WILLOW ACACIA
24" BOX (QTY. 47)
36" BOX (QTY. 67)

LARGE SHRUBS

TECOMA 'ORANGE JUBILEE'
ORANGE JUBILEE
5 GALLON (QTY.171)

CAESALPINIA MEXICANA
MEXICAN BIRD OF PARADISE
5 GALLON (QTY. 173)

CAESALPINIA PULCHERRIMA
RED BIRD OF PARADISE
5 GALLON (QTY. 92)

MEDIUM SHRUBS

EREMOPHILA MACULATA
VALENTINE EMU BUSH
5 GALLON (QTY. 376)

ACCENTS

HESPERALOE PARVIFLORA
RED YUCCA
5 GALLON (QTY. 401)

HESPERALOE PARVIFLORA
YELLOW YUCCA
5 GALLON (QTY. 347)

GROUND COVER

LANTANA MONTEVIDENSIS
'GOLD MOUND'
1 GALLON (QTY. 261)

LANTANA MONTEVIDENSIS
TRAILING PURPLE
1 GALLON (QTY. 59)

CONVOVULUS CNEORUM
BUSH MORNING GLORY
5 GALLON (QTY. 98)

ACACIA REDOLENS
'DESERT CARPET' tm
5 GALLON (QTY. 176)

1/2" SCREENED SADDLEBACK BROWN
DECOMPOSED GRANITE
2" DEPTH IN ALL LANDSCAPE AREAS

LANDSCAPE PLAN

0' 15' 30' 60'

SCALE: 1"=30'-00"

REGISTERED LANDSCAPE ARCHITECT
27166
TIMOTHY J.
McQUEEN
07-03-24
Date Signed
ARIZONA, U.S.A.
EXPIRES 06/30/2025

T.J. McQUEEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING

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SWC OF W. BASELINE ROAD AND S. PALO VERDE ROAD
BUCKEYE, AZ
85326

DATE

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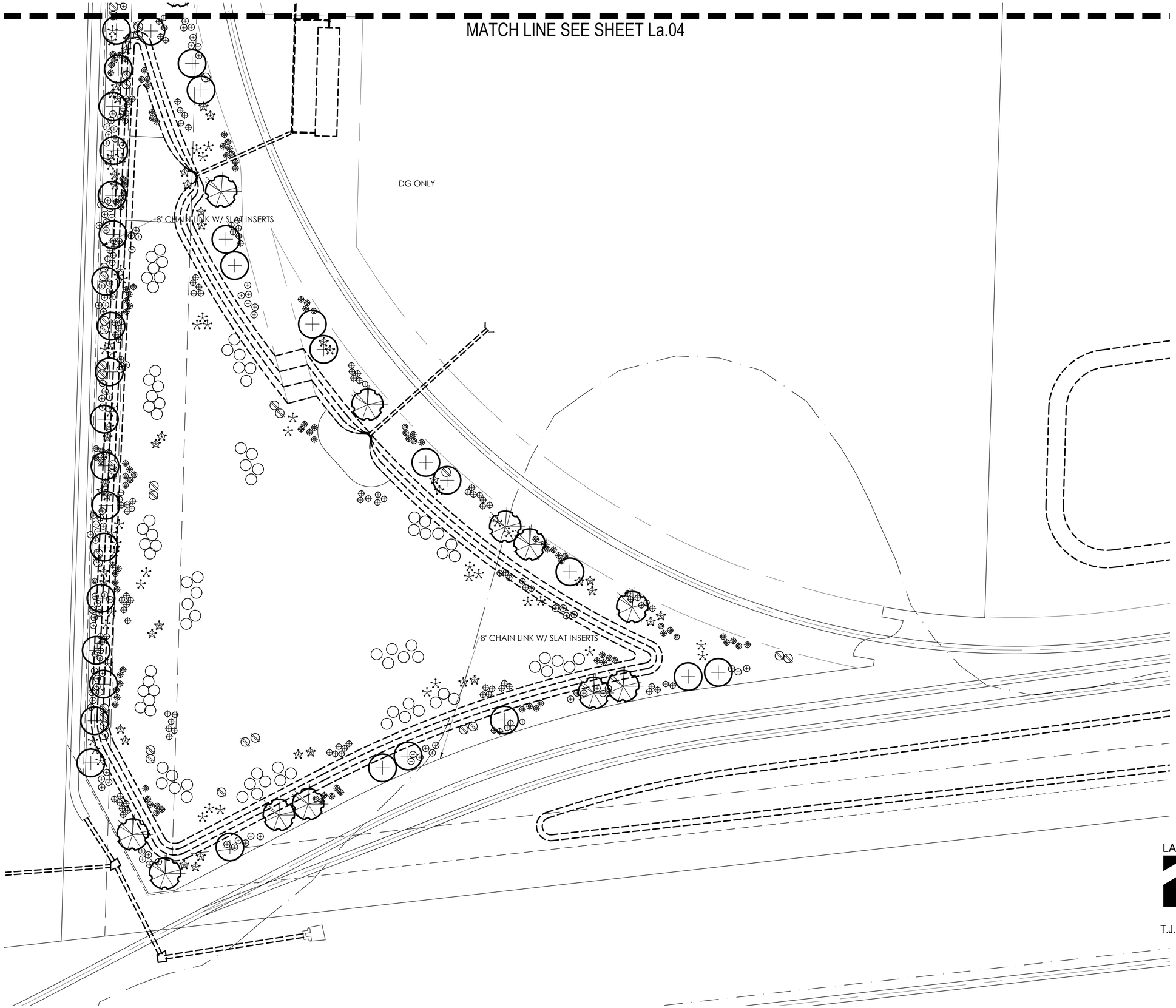
CONCEPTUAL LANDSCAPE PLAN

Project: 22082

La.04



LANDSCAPE LEGEND

TREES

PISTACHE 'RED PUSH'
RED PUSH PISTACHE
36" BOX, 7.5'T, 4.5'W (48)
48" BOX (15)

QUERCUS VIRGINIANA
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24" BOX (QTY. 47)
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LARGE SHRUBS

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ORANGE JUBILEE
5 GALLON (QTY.171)

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MEXICAN BIRD OF PARADISE
5 GALLON (QTY. 173)

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RED BIRD OF PARADISE
5 GALLON (QTY. 92)

MEDIUM SHRUBS

EREMOPHILA MACULATA
VALENTINE EMU BUSH
5 GALLON (QTY. 376)

ACCENTS

HESPERALOE PARVIFLORA
RED YUCCA
5 GALLON (QTY. 401)

HESPERALOE PARVIFLORA
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5 GALLON (QTY. 347)

GROUND COVER

LANTANA MONTEVIDENSIS
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1 GALLON (QTY. 261)

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TRAILING PURPLE
1 GALLON (QTY. 59)

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5 GALLON (QTY. 98)

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1/2" SCREENED SADDLEBACK BROWN
DECOMPOSED GRANITE
2" DEPTH IN ALL LANDSCAPE AREAS

LANDSCAPE PLAN

0' 15' 30' 60'

SCALE: 1"=30'-00"

REGISTERED LANDSCAPE ARCHITECT
27166
TIMOTHY J. McQUEEN
Date Signed 07.03.24
ARIZONA, U.S.A.
EXPIRES 06/30/2026

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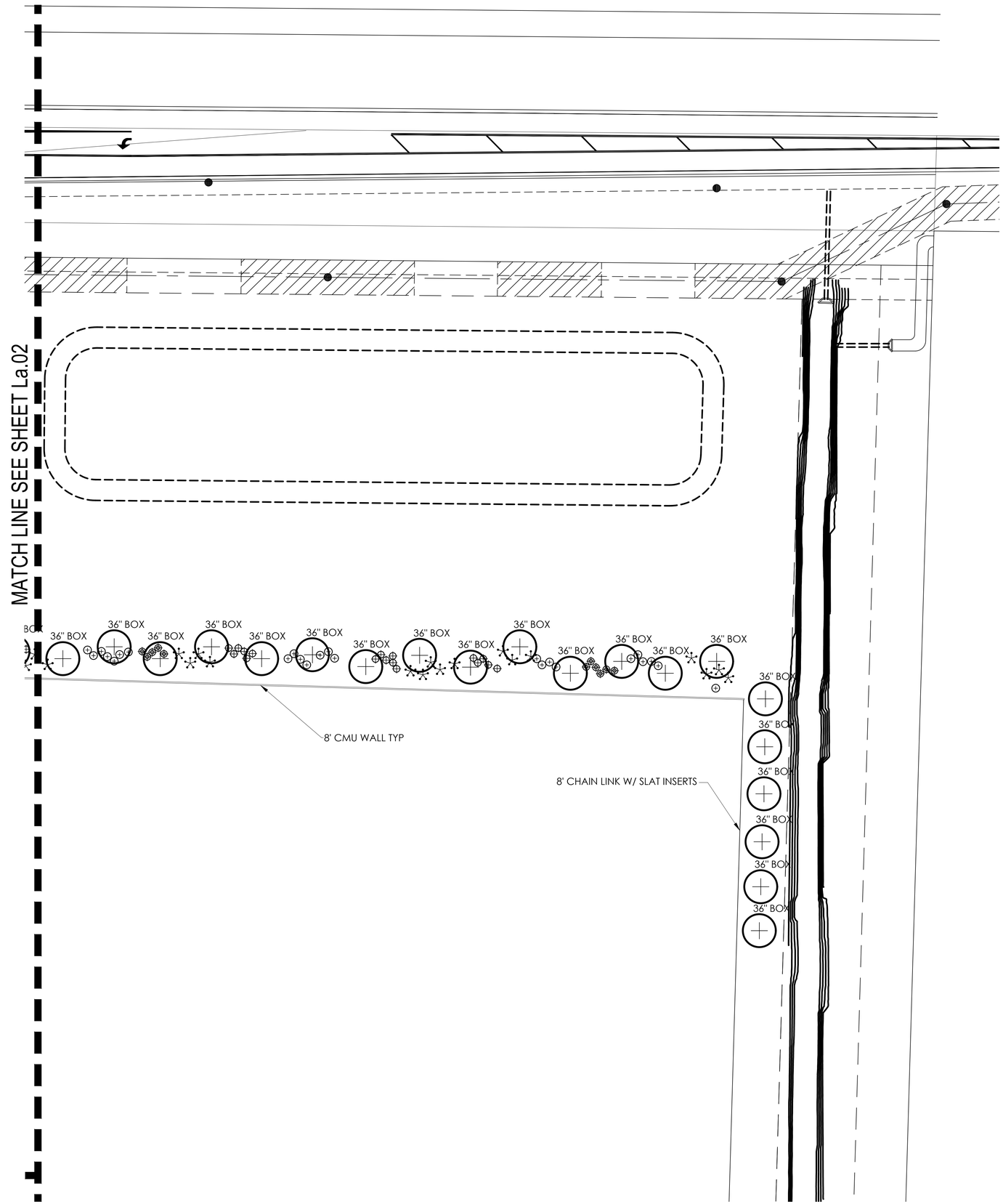
CONCEPTUAL LANDSCAPE PLAN

Project: 22082

La.05



LANDSCAPE LEGEND

TREES

PISTACHE 'RED PUSH'
RED PUSH PISTACHE
36" BOX, 7.5'T, 4.5'W (48)
48" BOX (15)

QUERCUS VIRGINIANA
LIVE OAK
24" BOX, 6'T, 4'W (QTY. 13)

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36" BOX, 5'T,3.5'W (QTY. 23)

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HYBRID THORNLESS MESQUITE
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WILLOW ACACIA
24" BOX (QTY. 47)
36" BOX (QTY. 67)

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ORANGE JUBILEE
5 GALLON (QTY.171)

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MEXICAN BIRD OF PARADISE
5 GALLON (QTY. 173)

CAESALPINIA PULCHERRIMA
RED BIRD OF PARADISE
5 GALLON (QTY. 92)

MEDIUM SHRUBS

EREMOPHILA MACULATA
VALENTINE EMU BUSH
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5 GALLON (QTY. 401)

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YELLOW YUCCA
5 GALLON (QTY. 347)

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'GOLD MOUND'
1 GALLON (QTY. 261)

LANTANA MONTEVIDENSIS
TRAILING PURPLE
1 GALLON (QTY. 59)

CONVOVULUS CNEORUM
BUSH MORNING GLORY
5 GALLON (QTY. 98)

ACACIA REDOLENS
'DESERT CARPET' tm
5 GALLON (QTY. 176)

1/2" SCREENED SADDLEBACK BROWN
DECOMPOSED GRANITE
2" DEPTH IN ALL LANDSCAPE AREAS

LANDSCAPE PLAN

0' 15' 30' 60'

SCALE: 1"=30'-00"

27166
TIMOTHY J
McQUEEN
07.03.24
Date Signed
REGISTERED LANDSCAPE ARCHITECT
ARIZONA U.S.A.
EXPIRES 06/30/2026

T.J. McQUEEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING

10450 N. 74th Street , Suite 120
Scottsdale, Arizona 85258
P.(602)265-0320

EMAIL: timmcqueen@tjmla.net

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P 602.393.5060
CawleyArchitects.com

A NEW FACILITY FOR
AIM RECYCLING BUCKEYE PLANT PHASE 1

SWC OF W. BASELINE ROAD AND S. PALO VERDE ROAD
BUCKEYE, AZ
85326

DATE

PRE-APP SUBMITTAL
08-05-2022

SP REVIEW SUBMITTAL
05-12-2023

SP REVIEW 2ND SBMTL
12-20-2023

SP REVIEW 3RD SBMTL
05-24-2024

SP REVIEW 4TH SBMTL
07-03-2024

DRAWN BY:

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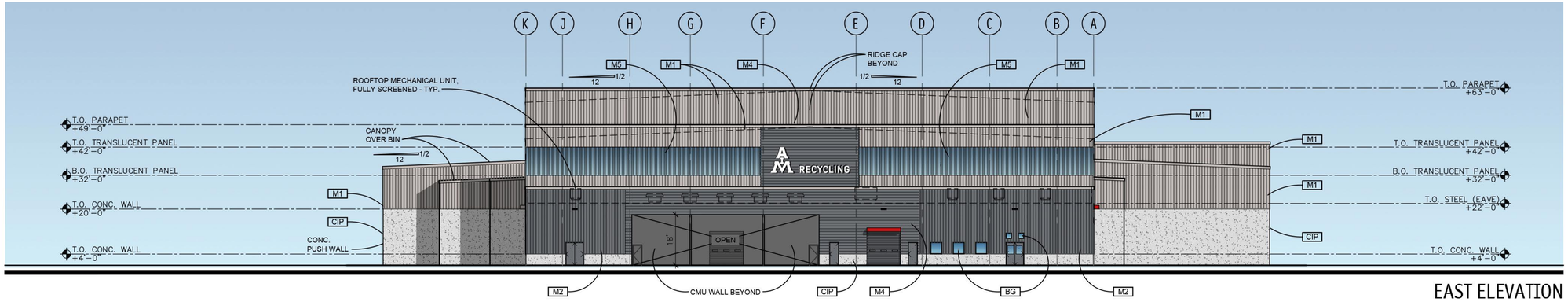
CONCEPTUAL LANDSCAPE PLAN

Project: 22082

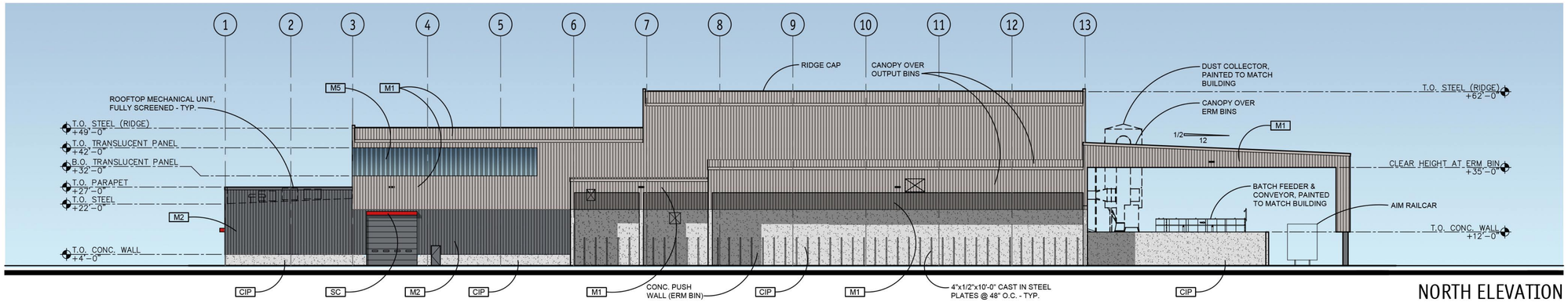
La.06

912

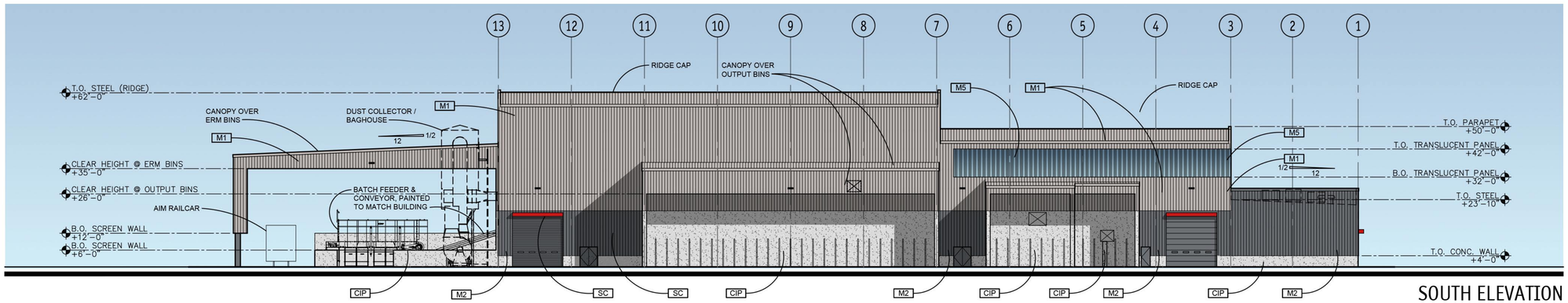
Exhibit G



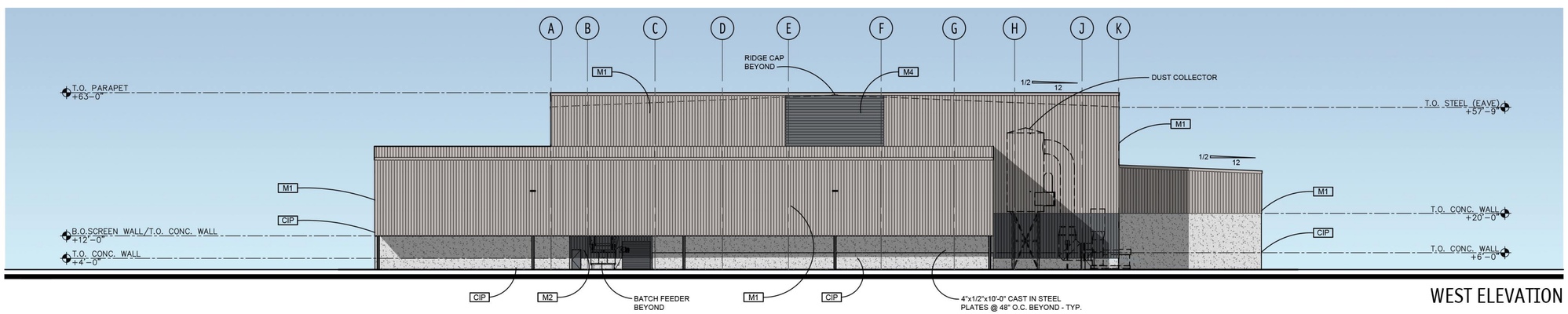
EAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



WEST ELEVATION

GENERAL NOTES

1. ALL SIGNAGE UNDER SEPARATE PERMIT.
2. SEE STRUCTURAL FOR LINTEL INFORMATION.
3. SEE DOOR SCHEDULE FOR DOOR HEIGHTS.
4. SEE STRUCTURAL FOR CONTROL JOINTS.

MATERIAL SAMPLE APPROVAL

1. PRIOR TO ORDERING, G.C. TO PROVIDE INDIVIDUAL SAMPLES OF ALL BUILDING COLORS AND MATERIALS FOR REVIEW AND APPROVAL BY THE ARCHITECT AND OWNER. (ie. PAINTED CMU, ETC.)
2. ALL INDIVIDUAL SAMPLES TO BE PRESENTED AT ONE TIME, ONSITE IN SIZES OF NO LESS THAN 12"X 12".

MATERIAL KEY

MATERIAL	DESCRIPTION
M1	CORRUGATED METAL PANEL (PBR), VERTICAL BY METALLIC BUILDING SYSTEMS PRE-FINISHED COLOR: ASH GRAY
M2	CORRUGATED METAL PANEL (PBR), VERTICAL BY METALLIC BUILDING SYSTEMS PRE-FINISHED COLOR: SLATE GRAY
M4	FLAT METAL PANEL (FW-120), HORIZONTAL BY METALLIC BUILDING SYSTEMS PRE-FINISHED COLOR: SLATE GRAY
M5	TRANSLUCENT POLYCARBONATE PANEL
CIP	CAST-IN-PLACE CONCRETE COLOR: NATURAL, UNPAINTED
RG1	8x8x16 SMOOTH FACE CONCRETE MASONRY BLOCK - OLDCASTLE SUPERLITE INTEGRAL COLOR (PRECISION): OPAL
BG	GLAZING SYSTEM, GRAY REFLECTIVE
SC	STEEL CANOPY, PAINTED COLOR: DEA107 "HOT JAZZ"

STOREFRONT / GLAZING KEY

MATERIAL	COLOR
FRAMES	CLEAR ANODIZED ALUMINUM
GLAZING	1" INSULATED GRAY REFLECTIVE
INSULATED GLAZING SYSTEM SPECIFICATION	
OLDCASTLE - 1" INSULATED GLAZING SYSTEM	
U-FACTOR: 0.29 SOLAR HEAT GAIN COEFFICIENT (SHGC) : 0.17	
OUTBOARD: 1/4" PPG SOLARCOOL GRAY (SRF #2)	
AIRSPACE: 1/2" (AIR FILL)	
INBOARD: 1/4" PPG SOLARBAN 60 ON CLEAR (SRF #3)	

1. 'S' AT WINDOW LOCATIONS INDICATES SPANDREL PANELS.
2. SEE WINDOW TYPES FOR LOCATIONS OF TEMPERED GLASS.

COLOR KEY

MATERIAL	DESCRIPTION
M1	PREFINISHED: ASH GRAY
M2	PREFINISHED: SLATE GRAY
M4	PREFINISHED: SLATE GRAY
CIP	NATURAL CONCRETE, UNPAINTED
RG1	INTEGRAL COLOR: OPAL
SC	STEEL CANOPY, PAINTED COLOR: DEA107 "HOT JAZZ"

MATERIAL	NOTE
BOLLARDS	SAFETY YELLOW
SES	POWDER COAT TO MATCH ADJACENT WALL, BY VENDOR
TRANSFORMER	POWDER COAT TO MATCH ADJACENT WALL, BY VENDOR

1. SEALANTS FOR PROJECTS TO MATCH ADJACENT MATERIAL COLORS - NO WHITE OR OFF WHITE COLORS.
2. PAINTER TO PROVIDE TWO COATS SEALER TO ALL EXPOSED NATURAL BLOCK, PRECAST CONCRETE, UNPAINTED CONCRETE AND OTHER MATERIALS AS REQUIRED TO PROVIDE A WEATHER SEALED PROJECT.
3. G.C. IS RESPONSIBLE FOR SUBMITTING ALL PRE-MANUFACTURED MATERIALS AND COLORS TO ARCHITECT FOR REVIEW AND APPROVAL.
4. G.C. TO OBTAIN APPROVAL FROM UTILITY COMPANY BEFORE PAINTING TRANSFORMER.

BUILDING 'A' EXTERIOR ELEVATIONS

1" = 20'-0"

0 5 10 20 40

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REGISTERED ARCHITECT 26784 PAUL F. DEVERS, JR. Date Signed 04/30/2024 ARIZONA, U.S.A.

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BUILDING 'A' EXTERIOR ELEVATIONS

Project: 22082

A7.1A

COLOR KEY

MATERIAL		DESCRIPTION
M1		PREFINISHED: ASH GRAY
M2		PREFINISHED: SLATE GRAY
M4		PREFINISHED: SLATE GRAY
CIP		CONCRETE, PAINTED TO MATCH SLATE GRAY
RG1		INTEGRAL COLOR: OPAL
SC		STEEL CANOPY, PAINTED COLOR: DEA107 'HOT JAZZ'

MATERIAL	NOTE
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SES	POWDER COAT TO MATCH ADJACENT WALL, BY VENDOR
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RG1	8x8x16 SMOOTH FACE CONCRETE MASONRY BLOCK - OLDCASTLE SUPERLITE INTEGRAL COLOR (PRECISION): OPAL
BG	GLAZING SYSTEM, GRAY REFLECTIVE

STOREFRONT / GLAZING KEY

MATERIAL	COLOR
FRAMES	CLEAR ANODIZED ALUMINUM
GLAZING	1" INSULATED GRAY REFLECTIVE

INSULATED GLAZING SYSTEM SPECIFICATION
OLDCASTLE - 1" INSULATED GLAZING SYSTEM
U-FACTOR: 0.29 SOLAR HEAT GAIN COEFFICIENT (SHGC) : 0.17
OUTBOARD: 1/4" PPG SOLARCOOL GRAY (SRF #2)
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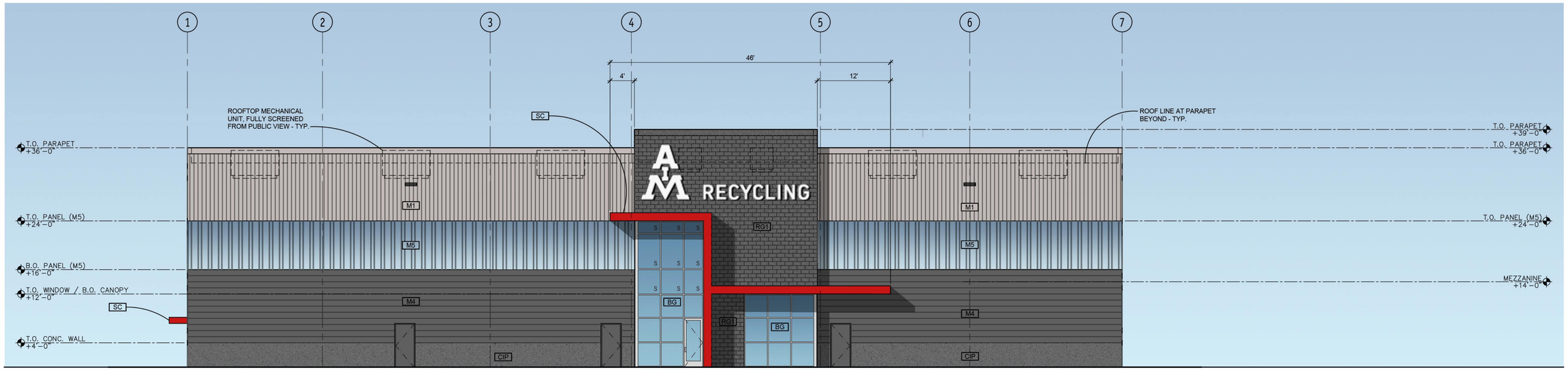
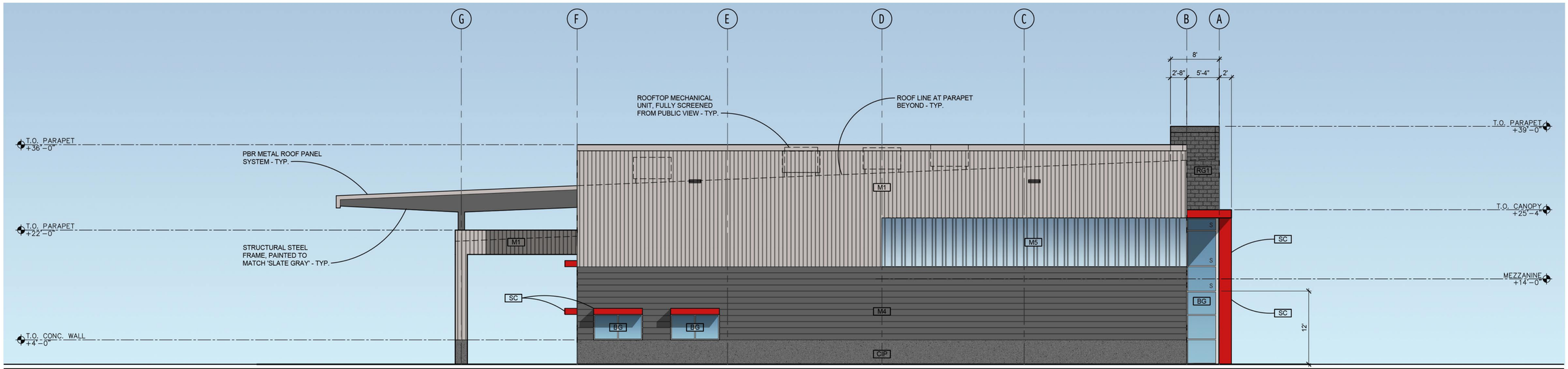


NORTH ELEVATION



EAST ELEVATION

BUILDING 'B' EXTERIOR ELEVATIONS

1/8" = 1'-0"

0 4 8 16

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P 602.393.5060
CawleyArchitects.com

REGISTERED ARCHITECT
STATE OF ARIZONA
REGISTRATION NO.
26784
PAUL F. DEVERS, JR.
Date Signed 04/27/2024
ARIZONA, U.S.A.

A NEW FACILITY FOR
AIM RECYCLING BUCKEYE PLANT PHASE 1

SWC OF W. BASELINE ROAD AND S. PALO VERDE ROAD BUCKEYE, AZ 85326

DATE

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DRAWN BY: RP

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BUILDING 'B' EXTERIOR ELEVATIONS

Project: 22082

A7.1B

COLOR KEY

MATERIAL		DESCRIPTION
M1		PREFINISHED: ASH GRAY
M2		PREFINISHED: SLATE GRAY
M4		PREFINISHED: SLATE GRAY
CIP		CONCRETE, PAINTED TO MATCH SLATE GRAY
RG1		INTEGRAL COLOR: OPAL
SC		STEEL CANOPY, PAINTED COLOR: DEA107 'HOT JAZZ'

MATERIAL	NOTE
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M5	TRANSLUCENT POLYCARBONATE PANEL
CIP	CAST-IN-PLACE CONCRETE PAINTED TO MATCH: SLATE GRAY
RG1	8x8x16 SMOOTH FACE CONCRETE MASONRY BLOCK - OLDCASTLE SUPERLITE INTEGRAL COLOR (PRECISION): OPAL
BG	GLAZING SYSTEM, GRAY REFLECTIVE

STOREFRONT / GLAZING KEY

MATERIAL	COLOR
FRAMES	CLEAR ANODIZED ALUMINUM
GLAZING	1" INSULATED GRAY REFLECTIVE

INSULATED GLAZING SYSTEM SPECIFICATION

OLDCASTLE - 1" INSULATED GLAZING SYSTEM

U-FACTOR: 0.29
SOLAR HEAT GAIN COEFFICIENT (SHGC) : 0.17

OUTBOARD: 1/4" PPG SOLARCOOL GRAY (SRF #2)

AIRSPACE: 1/2" (AIR FILL)

INBOARD: 1/4" PPG SOLARBAN 60 ON CLEAR (SRF #3)

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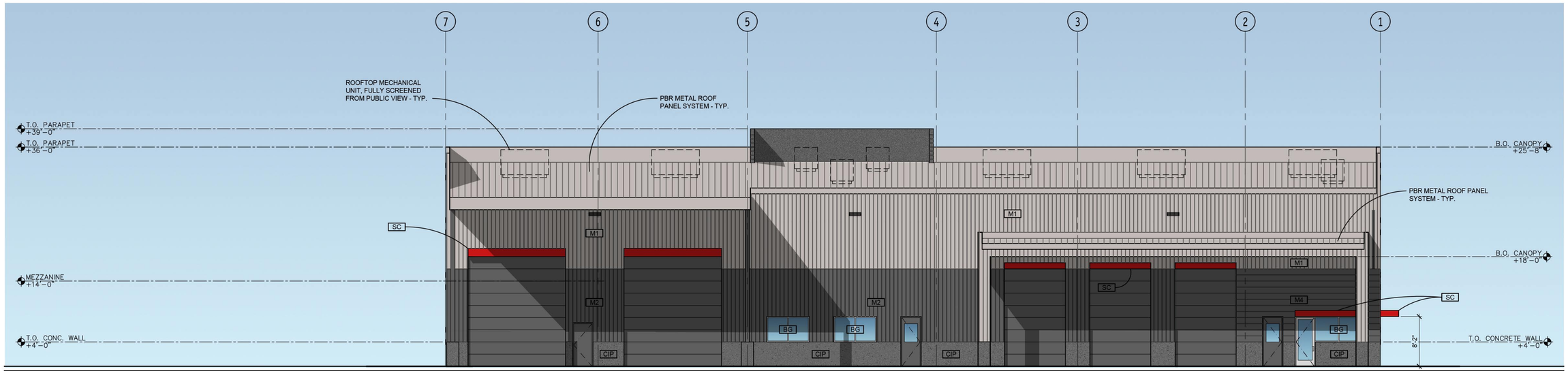
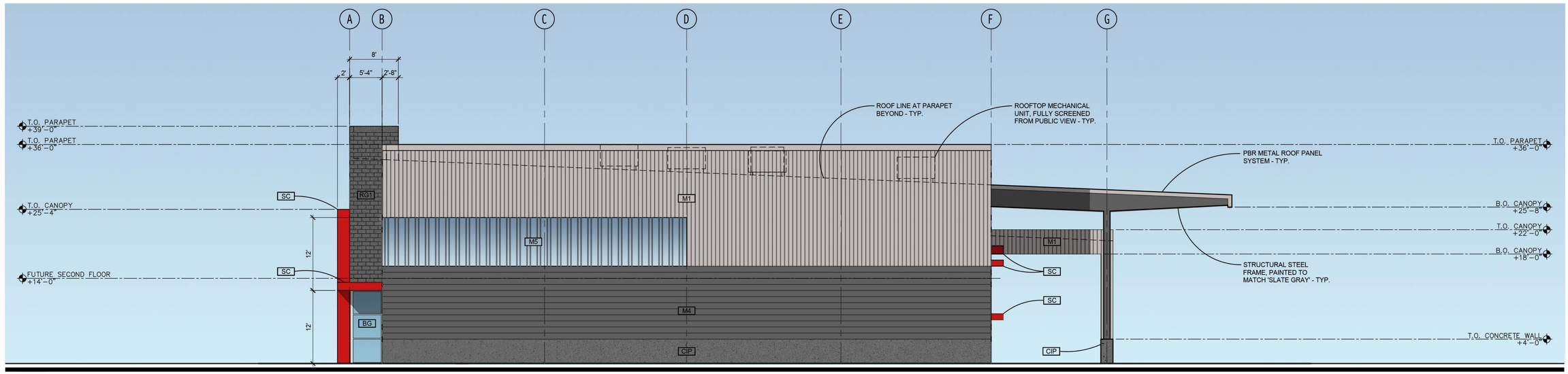


SOUTH ELEVATION



WEST ELEVATION

BUILDING 'B' EXTERIOR ELEVATIONS

1/8" = 1'-0"

0 4 8 16

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BUILDING 'B' EXTERIOR ELEVATIONS

Project: 22082

A7.2B

Exhibit H

916

DRAWING LEGEND

- CAST-IN-PLACE CONCRETE WALL
- MASONRY WALL
- EXTERIOR WALL WITH ARCHITECTURAL METAL FINISH
- INTERIOR DEMISING WALL
- INTERIOR PARTITION

BUILDING 'A': 61,812 SQUARE FEET

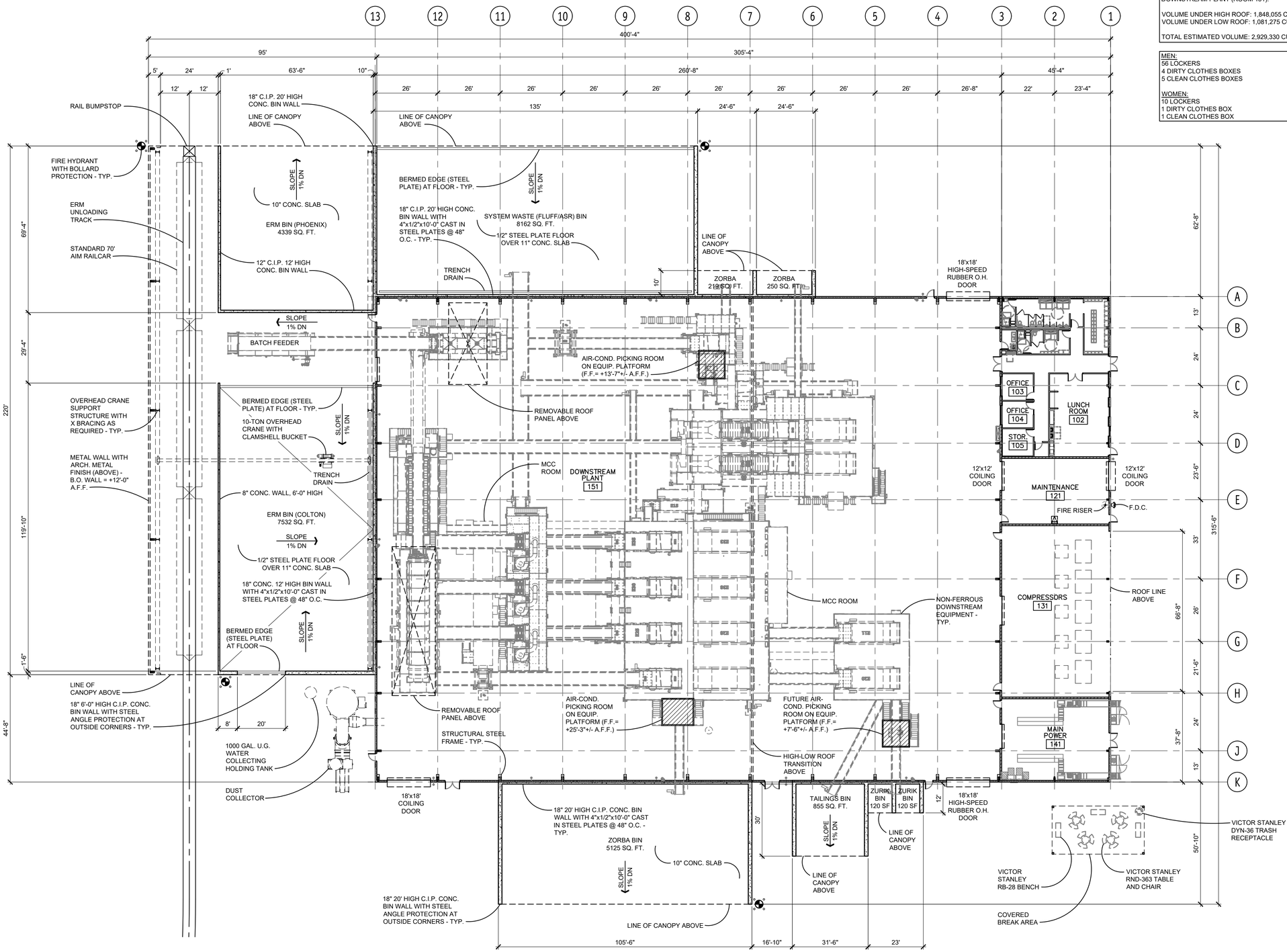
ESTIMATED INTERIOR VOLUME OF DOWNSTREAM PLANT (ROOM 151):

VOLUME UNDER HIGH ROOF: 1,848,055 CU. FT.
VOLUME UNDER LOW ROOF: 1,081,275 CU. FT.

TOTAL ESTIMATED VOLUME: 2,929,330 CU. FT.

MEN:
56 LOCKERS
4 DIRTY CLOTHES BOXES
5 CLEAN CLOTHES BOXES

WOMEN:
10 LOCKERS
1 DIRTY CLOTHES BOX
1 CLEAN CLOTHES BOX



BUILDING 'A' FLOOR PLAN

1" = 20'

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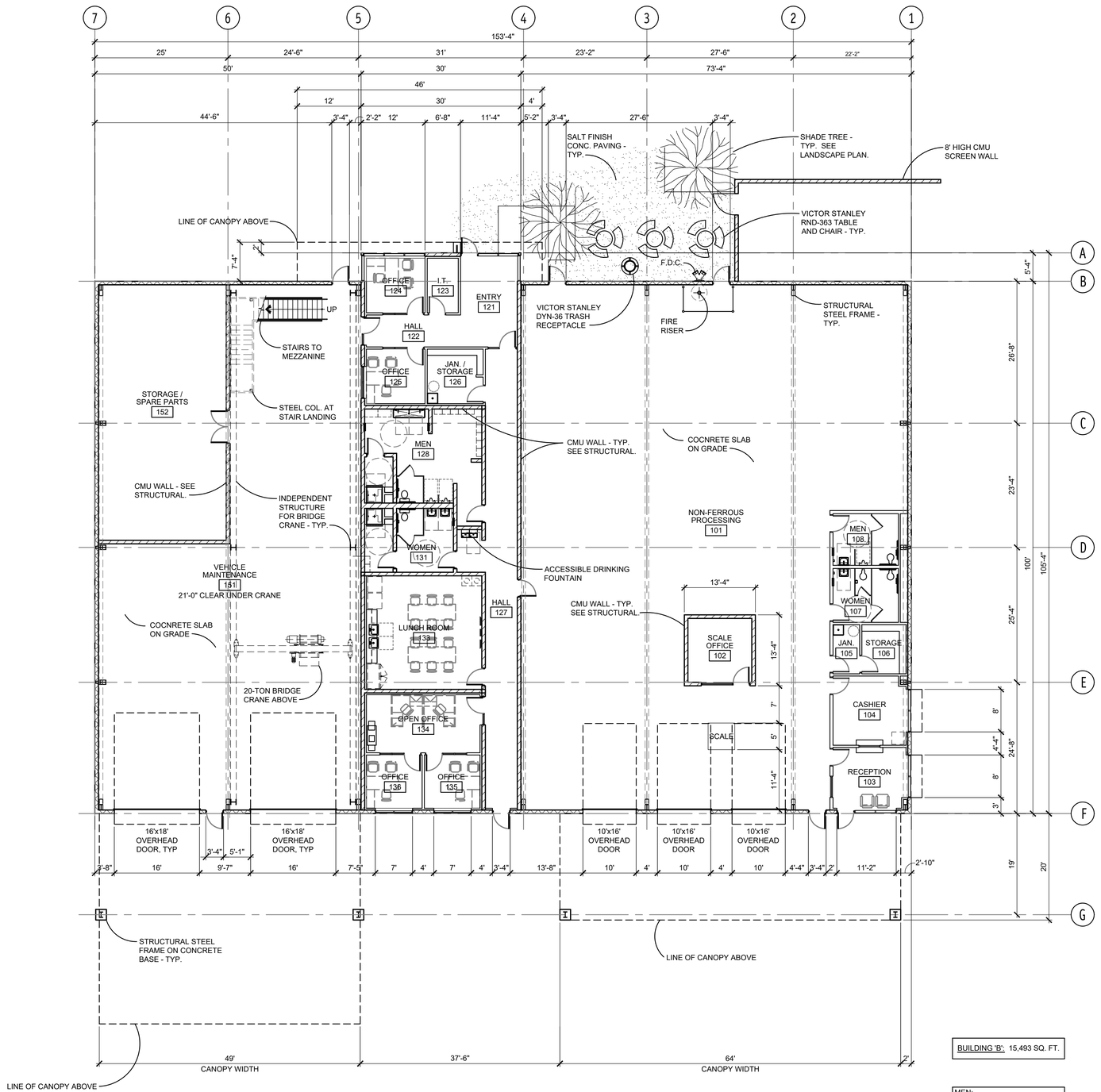
BUILDING 'A' FLOOR PLAN

Project: 22082

A2.1A



BUILDING 'B': 15,493 SQ. FT.

MEN:
10 LOCKERS
1 DIRTY CLOTHES BOX
1 CLEAN CLOTHES BOX

WOMEN:
2 LOCKERS
0 DIRTY CLOTHES BOXES
0 CLEAN CLOTHES BOXES

BUILDING 'B' FIRST FLOOR PLAN

3/32" = 1'-0"

DRAWING LEGEND

- MASONRY WALL
- EXTERIOR WALL WITH ARCHITECTURAL METAL FINISH
- INTERIOR DEMISING WALL
- INTERIOR PARTITION

CAWLEY ARCHITECTS

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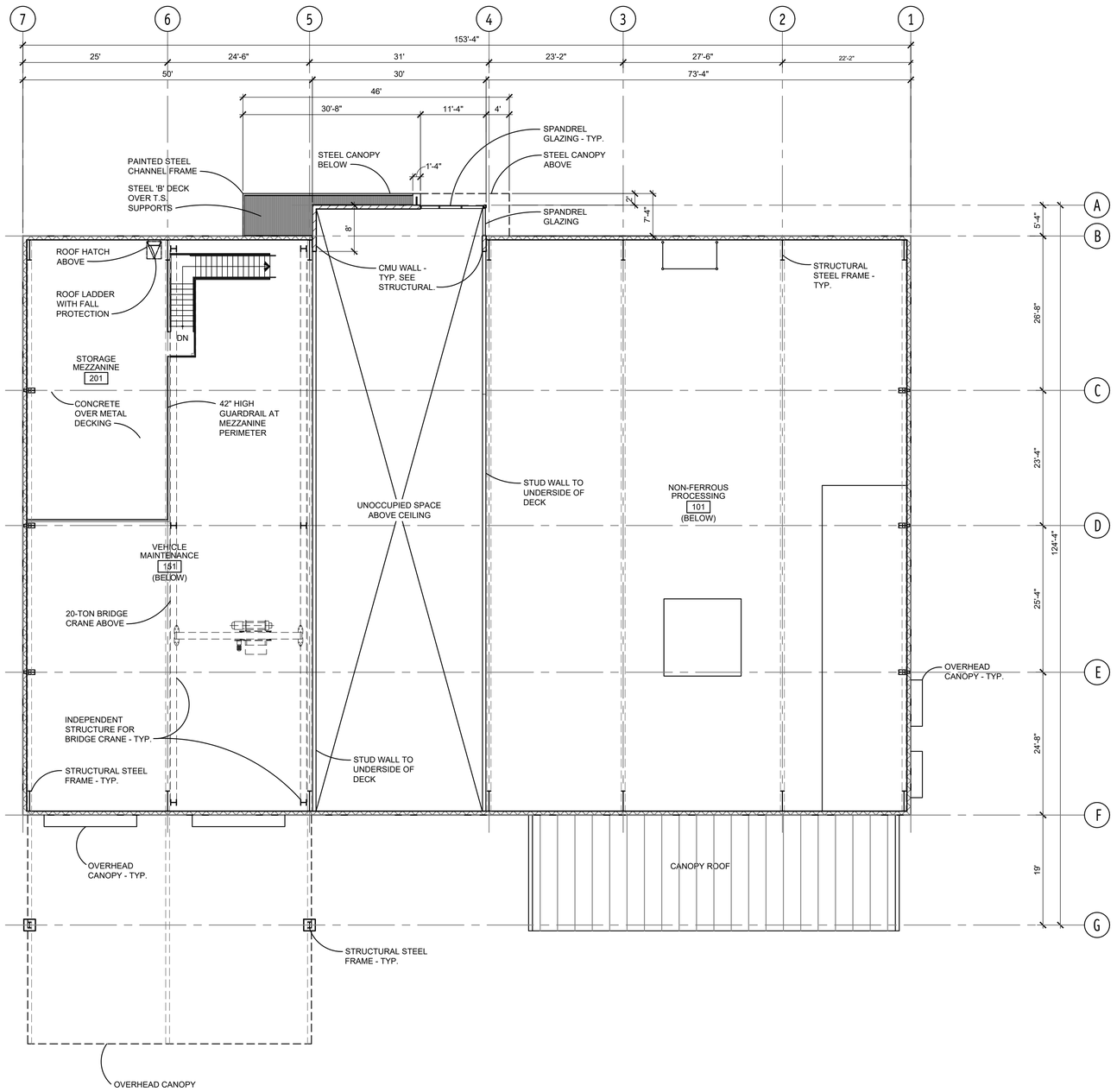
BUILDING 'B'
FIRST FLOOR PLAN

Project: 22082

A2.1B



DRAWING LEGEND

- MASONRY WALL
- EXTERIOR WALL WITH ARCHITECTURAL METAL FINISH
- INTERIOR DEMISING WALL
- INTERIOR PARTITION

BUILDING 'B'
SECOND FLOOR PLAN
3/32" = 1'-0"

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DRAWN BY: RP

OWNERSHIP OF DOCUMENTS:
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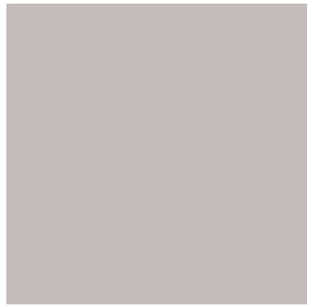
BUILDING 'B'
SECOND FLOOR PLAN

Project: 22082

A2.2B

3R PLZSP-23-00017 RECEIVED JUN 03 2024 WD



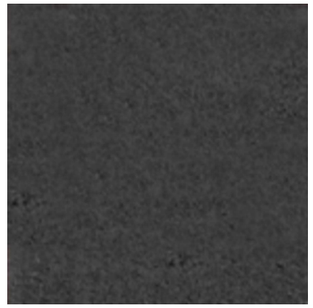
M1 **Material:** Prefinished vertical Metal Panel
Manufacturer: RollFab
Color: 'Ash Gray'



M2 **Material:** Prefinished Vertical Metal Panel
Manufacturer: Rollfab
Color: 'Slate Gray'



M4 **Material:** Prefinished Horizontal Metal Panel
Manufacturer: Rollfab
Color: 'Slate Gray'



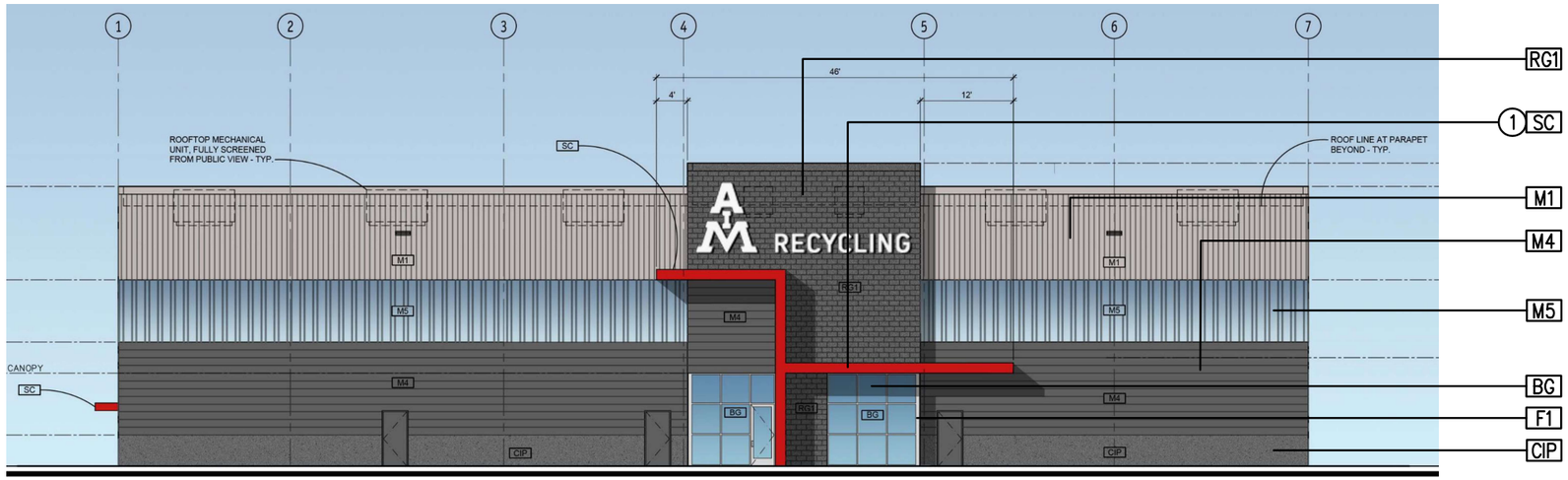
RG1 **Material:** Integral Color Block
Manufacturer: Superlite
Color: 'Opal'



RG2 **Material:** Integral Color Block
Manufacturer: Superlite
Color: 'Huntington Gray'



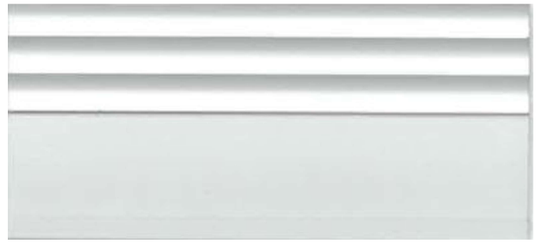
1 **Material:** Paint
Manufacturer: Dunn Edwards
Color: 'Hot Jazz'
Color Number: DEA107



AIM RECYCLING BUCKEYE

SWC of W. Baseline Rd. and S. Palo Verde Rd.
Buckeye, AZ

04-30-2024



F1 **Material:** Pre-Finished Storefront
Manufacturer: Arcadia
Color: 'Clear Anodized'
Color Number: AC-2

ADDITIONAL MATERIALS

BG **Material: Insulated Glazing**
Manufacturer: PPG
Color: 'Gray Reflective'
Refer to A7 Building Elevation Sheets for Glass specification and 12" x 12" sample

CIP Concrete, painted to match "Slate Gray"

SC Steel Canopy

M5 Translucent Polycarbinate Panel

CAWLEY ARCHITECTS

The Artist Rendering & Material Specifications are for conceptual design only and should not be referred to as a construction document - See A7 Building Elevation Sheets for actual specifications

Exhibit J

4R PLZSP-23-00017 RECEIVED JUN 04 2024 WD



CAWLEY ARCHITECTS

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AIM - Buckeye

BUILDING DETAIL

2024 . 06 . 24 Buckeye, Arizona



CAWLEY ARCHITECTS

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AIM - Buckeye

LOOKING SOUTHWEST WITH FULL SCREENING

2024 . 06 . 24 Buckeye, Arizona



CAWLEY ARCHITECTS

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AIM - Buckeye

LOOKING SOUTHWEST WITH FULL SCREENING - 20' ELEVATION

2024 . 06 . 24 Buckeye, Arizona



CAWLEY ARCHITECTS

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AIM - Buckeye

LOOKING SOUTHEAST WITH FULL SCREENING

2024 . 04 . 29 Buckeye, Arizona



CAWLEY ARCHITECTS

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AIM - Buckeye

LOOKING SOUTHEAST WITH FULL SCREENING - 20' ELEVATION

2024 . 04 . 29 Buckeye, Arizona



CAWLEY ARCHITECTS

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AIM - Buckeye

LOOKING WEST FROM ROAD

2024 . 06 . 24 Buckeye, Arizona

Exhibit K

UPDATED: 09-09-2014

ELECTRICAL SYMBOL LEGEND

SOME SYMBOLS AND ABBREVIATIONS MAY NOT BE USED FOR THIS PROJECT.

A. GENERAL

- JUNCTION BOX (4" SQUARE MINIMUM)
- INDICATES HOMERUN.
- CIRCUIT CONDUCTORS. LONG DASH INDICATES NEUTRAL CONDUCTOR, SHORT DASH INDICATES PHASE CONDUCTORS. CODE SIZED EQUIPMENT GROUND NOT INDICATED BUT REQUIRED.
- ISOLATED GROUNDING CONDUCTOR. GREEN, INSULATED WITH YELLOW STRIPE.
- GROUNDING CONDUCTOR. GREEN, INSULATED, SIZE PER PLAN.
- SURFACE PANELBOARD
- FLUSH PANELBOARD
- TRANSFORMER. (KVA SIZE AS NOTED). GROUNDING SYSTEM TO BUILDING STEEL (IF APPLICABLE).
- CONDUIT STUB-UP ABOVE CEILING
- CONDUIT STUB-DOWN TO FLOOR BELOW
- CONDUIT IN UNDERGROUND/SLAB
- CONDUIT STUB-UP WITH CAP
- CONDUIT SEAL-OFF
- FLEXIBLE CONDUIT. PROVIDE LIQUID TIGHT FLEX IN WET OR EXTERIOR LOCATIONS AND AT CONNECTIONS TO VIBRATING EQUIPMENT AND/OR TRANSFORMERS.
- CONDUIT CONCEALED IN WALLS OR ABOVE CEILING.

B. POWER

- 20A SPEC GRADE SINGLE RECEPTACLE MOUNTED AT +15" TO BOTTOM OR AS NOTED
- 20A SPEC GRADE DUPLEX RECEPTACLE MOUNTED AT +15" TO BOTTOM OR AS NOTED
- 20A SPEC GRADE FOURPLEX RECEPTACLE MOUNTED AT +15" TO BOTTOM OR AS NOTED
- 20A SPEC GRADE DUPLEX CONVENIENCE OUTLET MOUNTED ABOVE COUNTER. VERIFY EXACT HEIGHT WITH ARCHITECTURAL ELEVATIONS.
- 20A SPEC GRADE FOURPLEX CONVENIENCE OUTLET MOUNTED ABOVE COUNTER. VERIFY EXACT HEIGHT WITH ARCHITECTURAL ELEVATIONS.
- SPECIAL OUTLET AS NOTED ON DRAWINGS – VERIFY NEMA RATING BEFORE INSTALLATION
- SPECIAL OUTLET AS NOTED ON DRAWINGS

X =
C – MOUNTED IN CEILING
DW – DISHWASHER
MW – MICROWAVE
P – PEDISTAL MOUNTED
PD – PEDIATRIC SAFE
RF – REFRIGERATOR
SD – SINK DISPOSAL. PROVIDE SWITCH ABOVE COUNTER.
UCR – UNDERCOUNTER REFRIGERATOR
VM – VENDING MACHINE

- ISOLATED GROUNDING OUTLET AT +15" TO BOTTOM OR AS NOTED. "LEVITON" #5362-IG (ORANGE) RECEPTACLE WITH ISOLATED GROUND.
- 20A SPEC GRADE HALF SWITCHED DUPLEX RECEPTACLE AT +15" TO BOTTOM OR AS NOTED.
- DUAL COMPARTMENT POWER/TELE DATA POLE
- FLUSH FLOOR POWER OUTLET WITH FLUSH-IN-USE COVERS – WITH 20A SPEC GRADE RECEPTACLES DUPLEX OR FOURPLEX. HUBBELL, THOMAS & BETTS, CARLON OR EQUAL. RATED FOR SCRUB WATER.
- 20A SPEC GRADE GFCI DUPLEX RECEPTACLE AT +15" TO BOTTOM OR AS NOTED.
- 20A SPEC GRADE GFCI DUPLEX RECEPTACLE AT +6" ABOVE COUNTER TO BOTTOM OR AS NOTED.
- DROP CORD POWER OUTLET – WITH 20A SPEC GRADE RECEPTACLES DUPLEX OR FOURPLEX. HUBBELL, THOMAS & BETTS, CARLON OR EQUAL.
- "J" BOX FLUSH MOUNTED IN WALL FOR SYSTEMS FURNITURE POWER. COORDINATE EXACT LOCATION AND REQUIREMENTS WITH SUPPLIER PRIOR TO ROUGH-IN. ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR FINAL CONNECTION TO SYSTEM FURNITURE.
- WIRE MOLD. LENGTH AND TYPE AS NOTED ON DRAWINGS. MOUNT AS NOTED ON THE DRAWINGS.

C. COMMUNICATIONS

- FLUSH FLOOR COMBINATION TELEPHONE/DATA OUTLET – PROVIDE 1" MIN CONDUIT TO ABOVE ACCESSIBLE CEILING. HUBBELL, THOMAS & BETTS, CARLON OR EQUAL. RATED FOR SCRUB WATER.
- DATA OUTLET AT +15" A.F.F. TO BOTTOM OF WALL FIXTURE OR AS NOTED. PROVIDE 3/4" CONDUIT STUBBED TO +4" ABOVE FINISHED CEILING.
- TELEPHONE OUTLET AT +15" A.F.F. TO BOTTOM OF WALL FIXTURES OR AS NOTED. PROVIDE 3/4" CONDUIT STUBBED TO +4" ABOVE FINISHED CEILING OR AS NOTED:

X=
P – PAY PHONE
W – WALL PHONE OUTLET MOUNTED AT +44" A.F.F.

- COMBINATION TELEPHONE/DATA OUTLET AT +15" A.F.F. TO BOTTOM OF WALL FIXTURES OR AS NOTED. PROVIDE 3/4"C. STUBBED TO +4" ABOVE FINISHED CEILING.
- DIGITAL CABLE TELEVISION OUTLET
- TELEVISION OUTLET WITH DEVICES
- "J" BOX FLUSH MOUNTED IN WALL FOR SYSTEMS FURNITURE TELE/DATA WITH 1-1/4" EMPTY CONDUIT STUBBED ABOVE CEILING. COORDINATE EXACT LOCATION AND REQUIREMENTS WITH SUPPLIER PRIOR TO ROUGH-IN. ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR FINAL CONNECTION TO SYSTEM FURNITURE.
- TELEPHONE TERMINAL BOARD "TMB". 3/4" PLYWOOD TELEPHONE MOUNTING BOARD WITH #6 COPPER GROUND & DEDICATED FOURPLEX CONVENIENCE OUTLET. FURNISH IN ACCORDANCE WITH TELEPHONE COMPANY'S REQUIREMENTS. SIZE AS NOTED ON DRAWINGS. PLYWOOD SHALL BE TYPE "CDX".

D. LIGHTING

- STANDARD SWITCH AND COVER PLATE WITH LOCKING DEVICE (BRADY NO. 2AF9B OR EQUAL)
- SINGLE POLE SWITCH MOUNTED AT +44" TO CENTER OF DEVICE OR AS NOTED.
- TWO POLE SWITCH MOUNTED AT +44" TO CENTER OF DEVICE OR AS NOTED.
- THREE WAY SWITCH MOUNTED AT +44" TO CENTER OF DEVICE OR AS NOTED.
- FOUR WAY SWITCH MOUNTED AT +44" TO CENTER OF DEVICE OR AS NOTED.
- SINGLE POLE SWITCH WITH PILOT LIGHT AT +44" TO CENTER OF DEVICE OR AS NOTED.
- 2000W SLIDE CONTROL DIMMER AT AT +44" TO CENTER OF DEVICE OR AS NOTED.
- SWITCH KEY OPERATED MTD AT +44" TO CENTER OF DEVICE OR AS NOTED.
- LOW VOLTAGE SLIDE CONTROL DIMMER WITH PRESET AT +44". CONTRACTOR SHALL SUPPLY SPECIFIC (ELECTRONIC AND/OR MAGNETIC) TO SUIT LOADS.
- WALL MOUNTED OCCUPANCY SENSOR. LUTRON-DUAL TECHNOLOGY OR EQUAL. IN RESTROOMS: LUTRON-ULTRASONIC. PROGRAM: MANUAL ON/AUTO OFF UNLESS NOTED OTHERWISE.
- SINGLE POLE UP-OFF-DOWN SWITCH FOR CONTROL OF PROJECTION SCREEN. MOUNTED AT +44" TO CENTER OF DEVICE OR AS NOTED.
- LOW VOLTAGE PUSH BUTTON CONTROL STATION AS NOTED. VERIFY MOUNTING HEIGHT.
- ROOF MOUNTED PHOTOCELL (AIM NORTH) INTERMATIC #EK4136S OR EQUAL.
- ASTRONOMIC ELECTRONIC 4 POLE LIGHTING TIMESWITCH, INTERMATIC #ET2845CR OR EQUAL.
- CEILING MOUNTED OCCUPANCY SENSOR 360°. LUTRON-DUAL TECHNOLOGY OR EQUAL. IN RESTROOMS: LUTRON-ULTRASONIC. IN WAREHOUSE: LUTRON-HIGHBAY. (WR) WIDE ANGLE (LR) LONG RANGE.
- WALL/CEILING MOUNTED DUAL TECHNOLOGY OCCUPANCY SENSOR SHALL BE PROGRAMMED AS VACANCY SENSOR. MANUAL ON/AUTO OFF.
- OCCUPANCY SENSOR – POWER PACK OR SLAVE PACK.
- LED STRIP LIGHTING FIXTURE – AS NOTED ON DRAWINGS.
- LED LIGHTING FIXTURE – AS NOTED ON DRAWINGS SURFACE MOUNTED.
- RECESSED GRID W/FLEXIBLE CONNECTION.
- INDICATES NIGHTLIGHT (NL) AND/OR EMERGENCY FIXTURE WITH 1400 LUMEN MINIMUM (UNSWITCHED) – AS NOTED ON DRAWING.
- WALL MOUNTED LIGHTING FIXTURE – AS NOTE ON DRAWINGS.
- CEILING MOUNTED LIGHTING FIXTURE – AS NOTE ON DRAWINGS.
- LED HIGH/LOW BAY FIXTURE
- WALL WASH LIGHTING FIXTURE. AIM AS DIRECTED BY ARCHITECT.
- TRACK LIGHTING SYSTEM WITH TRACK FIXTURE HEADS AS INDICATED ON PLANS. VERIFY TYPE LINE OR LOW VOLTAGE.
- POLE MOUNTED AREA LIGHT (ARM MOUNTED) VERIFY HEIGHT SEE POLE DETAIL.
- POLE MOUNTED AREA LIGHT (POST TOP) VERIFY HEIGHT SEE POLE DETAIL.
- WALL PACK.
- SINGLE FACE EXIT SIGN, SEE LIGHTING FIXTURE SCHEDULE FOR SPECIFICATION. DIRECTIONAL ARROW AS INDICATED ON PLANS (CEILING OR WALL.)
- COMBINATION EMERGENCY EXIT SIGN WITH DUAL HEAD LIGHTS WITH EMERGENCY BATTERY BACK-UP.

D. LIGHTING CONTINUED

- DOUBLE FACE EXIT SIGN. SEE LIGHTING FIXTURE SCHEDULE FOR SPECIFICATION. DIRECTIONAL ARROW AS INDICATED ON PLANS (CEILING OR WALL)
- DUAL HEAD EMERGENCY BATTERY PACK, SEE LIGHTING FIXTURE SCHEDULE FOR SPECIFICATION.

E. MECHANICAL

- CONTACTOR – FURNISHED AND INSTALL BY OTHERS
- CONTACTOR – FURNISHED/INSTALLED BY ELECTRICAL CONTRACTOR SIZE AS NOTED
- MOTOR STARTER/CONTROLLER– FURNISHED WITH MOTOR.
- MOTOR STARTER/CONTROLLER – FURNISHED/INSTALLED BY ELECTRICAL CONTRACTOR.
- MOTOR – SIZE AS INDICATED ON DRAWINGS.
- DISCONNECT SWITCH – SIZE AND FUSES AS PER MANUFACTURER'S RECOMMENDATIONS (WEATHERPROOF WHERE OUTSIDE). N.F. INDICATES NON-FUSED.
- COMBINATION FUSIBLE DISCONNECT/MOTOR CONTROLLER – 30/3P WITH MIN. SIZE 1 MAGNETIC STARTER (UNLESS NOTED OTHERWISE). PROVIDE FUSES PER MANUFACTURER'S REQUIREMENTS. N.F. INDICATES NON-FUSED.
- HORSEPOWER RATED MANUAL MOTOR STARTER WITH THERMAL OVERLOAD(S). OVERLOAD HEATERS TO BE SIZED PER HORSEPOWER AND MANUFACTURER'S REQUIREMENTS.

F. FIRE ALARM

- FIRE ALARM PULL STATION AT +48".
- FIRE ALARM STROBE: +80" AFF OR 6" BELOW CEILING, WHICHEVER IS LOWER.
- FIRE ALARM HORN/STROBE: +80" AFF OR 6" BELOW CEILING, WHICHEVER IS LOWER.
- FIRE ALARM MAGNETIC DOOR HOLDER
- FIRE ALARM BELL
- FIRE ALARM ANNUNCIATOR PANEL
- FIRE ALARM CONTROL PANEL
- FIRE ALARM HEAT DETECTOR.
- FIRE ALARM SMOKE DETECTOR.
- FIRE ALARM DUCT SMOKE DETECTOR.
- CARBON MONOXIDE DETECTOR.
- FIRE ALARM TAMPER SWITCH.
- FIRE ALARM FLOW SWITCH.
- SPEAKER.

G. ONE LINE DIAGRAM

- (M) METER, (S) SOCKET, (B) BLANK
- (M) METER, (S) SOCKET, (B) BLANK, WITH CURRENT TRANSFORMERS.
- BREAKER AS INDICATED.
- FUSED SWITCH.
- BREAKER WITH SHUNT TRIP (SIZE AS INDICATED)
- PULLOUT FUSE

H. SECURITY

- LOW VOLTAGE CARD READER WITH 3/4" EMPTY CONDUIT STUBBED TO ACCESSIBLE CEILING SPACE
- LOW VOLTAGE KEYPAD
- SURVEILLANCE CAMERA

I. ABBREVIATIONS

A	AMPERE
AIC	AVAILABLE INTERRUPTING CURRENT
AI	ALUMINUM
AFC	AVAILABLE FAULT CURRENT
AFCI	ARC FAULT CIRCUIT INTERRUPTER
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AH	AIR HANDLER UNIT
APS	ARIZONA PUBLIC SERVICE – (UTILITY CO.)
C	CONDUIT
CCT	CORRECTED COLOR TEMP.
CRI	COLOR RENDERING INDEX
CU	COPPER
D	DEDICATED
DP	DUST – IGNITION PROOF
E	EXISTING
EC	EMPTY CONDUIT
EDF	ELECTRIC DRINKING FOUNTAIN
EF	EXHAUST FAN
EG	EQUIPMENT GROUND
EM	EMERGENCY LIGHT. BYPASS LOCAL SWITCHING AND PROVIDE BATTERY PACK.
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GFP	GROUND FAULT PROTECTION
GND	GROUND/BOND CONDUCTOR
GWH	GAS WATER HEATER
IAW	IN ACCORDANCE WITH
IG	ISOLATED GROUND
MCB	MAIN CIRCUIT BREAKER
MCC	MOTOR CONTROL CENTER
MLO	MAIN LUG ONLY
N	NEW ITEM
NR	NEW LOCATION OF RELOCATED EXISTING ITEM
NL	NIGHT LIGHT. BYPASS LOCAL SWITCHING.
PNL	PANELBOARD
R	EXISTING TO BE RELOCATED
SES	SERVICE ENTRANCE SECTION
SRP	SALT RIVER PROJECT – (UTILITY CO.)
SWBD	SWITCHBOARD
TEP	TUCSON ELECTRONIC POWER
TMB	3/4" PLYWOOD TELEPHONE MOUNTING BOARD WITH #6 CU. SOLID GROUND.
TTC	TELEPHONE TERMINAL CABINET (SIZE INDICATED ON DRAWINGS)
UFER	CONCRETE ENCASED ELECTRODE
UG	UNDERGROUND
UNO	UNLESS NOTED OTHERWISE
VA	VOLT AMPERES
W	WATT
WG	WIRE GUARD
WH	WATER HEATER
WP	WEATHERPROOF (RAIN TIGHT) WEATHER RESISTANT NEMA 3R OR NEMA 4 IN-USE
WR	WEATHER RESISTANT
X	EXISTING TO BE REMOVED
XP	EXPLOSION PROOF

ELECTRICAL SPECIFICATIONS

SOME SPECIFICATIONS MAY NOT BE USED FOR THIS PROJECT.

1.0 INTENT

1.1 FURNISH AND INSTALL A COMPLETE AND OPERATIONAL ELECTRICAL SYSTEM IN ACCORDANCE WITH PLANS AND SPECIFICATIONS.

1.2 ALL DRAWINGS ARE SCHEMATIC IN NATURE AND THE REQUIRED INSTALLATION IS NOT LIMITED TO WHAT IS SHOWN. ALL APPURTENANCES NECESSARY TO PROVIDE A COMPLETE AND OPERATIONAL SYSTEM MUST BE INCLUDED IN THE CONTRACTORS BID AND WORK.

2.0 GENERAL

2.1 THE CONTRACTOR SHALL VISIT THE JOB SITE AND FAMILIARIZE HIMSELF WITH ALL EXISTING CONDITIONS WHICH MAY AFFECT HIS BID OR WORK. NO ALLOWANCES WILL BE MADE FOR EXISTING CONDITIONS OR THE CONTRACTORS FAILURE TO ACCOMMODATE EXISTING CONDITIONS ON HIS BID.

2.2 IT IS THE CONTRACTORS RESPONSIBILITY TO OBTAIN CLARIFICATION OF ANY APPARENT CONFLICT OR INCONSISTENCY IN THE DRAWINGS, SPECIFICATION, OR DESIGN, PRIOR TO HIS BID AND IN WRITING IN THE FORM OF AN RFI. OTHERWISE THE CONTRACTOR ACCEPTS RESPONSIBILITY TO CORRECT (AT HIS COST) ANY SUCH ITEMS TO MEET THE INTENT AS INTERPRETED BY THE ENGINEER.

2.3 ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO THE MOST RECENT ADOPTED EDITIONS OF THE NFPA, NATIONAL ELECTRIC CODE, IBC, APPLICABLE CITY AND STATE CODES AND ORDINANCES, THE AMERICANS WITH DISABILITIES ACT, E.P.A. REGULATIONS (INCLUDING EPACT 1992), INTERNATIONAL ENERGY CONSERVATION CODE (IECC)/TITLE 24/ASHRAE 90.1 AND UTILITY COMPANY REQUIREMENTS. THE FOREGOING CODES AND REGULATIONS ARE INCORPORATED IN THIS SPECIFICATION FOR THIS WORK BY REFERENCE.

2.4 THE CONTRACTOR SHALL COORDINATE AND PROVIDE INFORMATION AS REQUIRED TO ALL SERVING UTILITIES IN A TIMELY MANNER AS NECESSARY TO PROVIDE THE SERVICE REQUIRED MEET UTILITY REQUIREMENTS. IMMEDIATE COORDINATION WILL BE REQUIRED FOR MOST PROJECTS. FIELD COORDINATE ALL REQUIREMENTS IN THE UTILITY CO. PRIOR TO TRENCHING.

2.5 REFER TO ARCHITECTURAL, MECHANICAL, CIVIL, STRUCTURAL, AND/OR EQUIPMENT SUPPLIERS DRAWINGS AND SPECIFICATIONS FOR EXACT EQUIPMENT LOCATIONS, LOADS AND ADDITIONAL REQUIREMENTS. EXTENTS OF THE WORK SPECIFIED UNDER THE OTHER DISCIPLINES IS SHOWN ON THE ELECTRICAL DRAWINGS FOR CLARITY ONLY.

2.6 THE CONTRACTOR ASSUMES RESPONSIBILITY FOR ALL EQUIPMENT AND SUPPLIES ALL EQUIPMENT SHALL BE INSTALLED STRICTLY PER MANUFACTURERS RECOMMENDATIONS. OTHERWISE THE CONTRACTOR ASSUMES RESPONSIBILITY (AT HIS COST) TO CORRECT AND REMEDY ANY INSTALLATION NOT IN COMPLIANCE WITH THE MANUFACTURES RECOMMENDATIONS AND INTENTIONS AS INTERPRETED BY THE ENGINEER.

2.7 ANY VARIANCE OR EXCEPTIONS TO THE DRAWINGS AND SPECIFICATIONS MUST BE REQUESTED AND APPROVED IN WRITING PRIOR TO BIDDING. APPROVALS WILL ONLY BE PROVIDED WHEN THE ENGINEER DETERMINES THIS TO BE JUSTIFIED AND MUST BE CONFIRMED IN WRITING TO BE FINAL.

2.8 THE CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS, VARIANCES, AND APPROVALS, ETC. (AT HIS COST) AS REQUIRED FOR COMPLETION OF THIS WORK.
PRIOR TO ROUGH-IN, THE ELECTRICAL CONTRACTOR SHALL COORDINATE THE EXACT LOCATION OF ALL LIGHT FIXTURES AND WIRING DEVICES. TO INCLUDE MOUNTING HEIGHT AND LOCATION WITH ARCHITECT/OWNER. ALL CONFLICTS SHALL BE REPORTED TO THE ENGINEER/ARCHITECT.

2.10 THE ELECTRICAL CONTRACTOR SHALL PROVIDE ACCESS AND SUPPORT FOR EQUIPMENT INSTALLED BY OTHERS AS REQUIRED FOR INSPECTIONS. THIS INCLUDES COMPLETE ACCESS TO ALL EQUIPMENT. ADDITIONALLY A COMPLETE SET OF SPARE FUSES FOR ALL FUSES USED AND A 5% SUPPLY OF ALL LAMP BULBS PROVIDED IN FIXTURES (TO A MAXIMUM OF 15 FOR EACH STYLE) SHALL BE PROVIDED TO THE OWNER AT FINAL INSPECTION.

2.11 RECONDITIONING (TO INCLUDE REMOVAL/REINSTALLATION). ALL RECONSTRUCTION OF EXISTING FACILITIES AND EQUIPMENT SHALL REQUIRE COMPLETE RENOVATION (MAKE GOOD AS NEW) FOR ALL PORTIONS WHICH WORK IS PERFORMED OR EQUIPMENT WHICH IS AFFECTED BY THE WORK PERFORMED. THIS WILL INCLUDE THESE FOLLOWING REQUIREMENTS:

2.11.1 VERIFICATION OF EXISTING SES COMPLIANCE WITH NEC "GROUNDING" ARTICLES.

2.11.2 VERIFICATION OF CABLE SIZE AND AMPACITY OF EXISTING FEEDERS AND BRANCH CIRCUITS WITH NEC TABLES.

2.11.3 EXISTING CABLES THAT ARE TO BE REUSED MUST BE CLEANED, RE-LAMPED, AND RESTORED TO "LIKE NEW" CONDITION.

2.11.4 EXISTING PANELBOARDS, SWITCH BOARDS, AND TRANSFORMERS WHICH ARE INCLUDED IN THE PROJECT WORK SHALL HAVE PREVENTATIVE MAINTENANCE PERFORMED TO INCLUDE RE-TORQUING OF ALL LUGS, CLEANING AND INSPECTION.

2.11.5 VERIFY PROPER WORKING CONDITION OF ALL EXISTING EMERGENCY FIXTURES AND EXIT SIGNS. REPAIR OR REPLACE AS REQUIRED.

IN THE EVENT THAT INSPECTION REVEALS DISCREPANCIES AND/OR NONCOMPLIANCE THE OWNER AND THE ENGINEER SHALL BE NOTIFIED IN WRITING, AND EQUIPMENT BROUGHT INTO COMPLIANCE.

3.0 MATERIALS AND METHODS

3.1 THE USE OF **EMT** IS ACCEPTABLE IN ACCORDANCE WITH NEC ARTICLE "ELECTRICAL METALLIC TUBING". EMT SHALL NOT BE USED WHERE IT IS SUBJECT TO SEVERE PHYSICAL DAMAGE. EMT FITTINGS SHALL BE COMPRESSION TYPE. MINIMUM TRADE CONDUIT SIZE IS 1/2" AND 3/4" FOR HOME RUNS.

3.2 **CONDUCTORS** SHALL BE COPPER (98% CONDUCTIVITY). MINIMUM LINE VOLTAGE WIRE SIZE IS #12 A.W.G. #6 AND SMALLER SHALL HAVE THHN/THWN INSULATION. #4 AND LARGER SHALL HAVE XHHW INSULATION. ALL CONDUCTORS SHALL HAVE 90° RATED INSULATION. ALL 120V, 20A BRANCH CIRCUIT CONDUCTORS (#12) OVER 100' IN LENGTH TO BE #10'S MINIMUM. ALL 277V, 20A BRANCH CIRCUIT CONDUCTORS (#12) OVER 150' IN LENGTH TO BE #10'S MINIMUM.

3.3 WHEN SEPARATE BRANCH CIRCUIT NEUTRAL CONDUCTORS ARE USED WITH EACH PHASE CONDUCTOR OF SYSTEM, THE NEUTRAL IS INDICATED. THE MINIMUM NEUTRAL CONDUCTOR SIZE SHALL BE #10 A.W.G. STRANDED COPPER.

3.4 ALL WIRING DEVICES SHALL BE SPECIFICATION GRADE (MINIMUM 20 AMPS RATED FOR RECEPTACLES AND SWITCHES). HUBBELL, PASS & SEYMOUR, BRYANT, OR LEVITON ARE ACCEPTABLE. ALL SPECIFICATION GRADE DUPLEX RECEPTACLES INSTALLED DEVICES MUST BE PERMANENTLY MARKED WITH ENGRAVED COVER PLATES. INDICATE USE AND CIRCUIT NUMBER.

3.5 COVER PLATES AND DEVICES SHALL BE PHENOLIC PLASTIC (WHITE OR COLOR SELECTED BY ARCHITECT) IN ALL COMMERCIAL/OFFICE LIVING AREAS, AND GALVANIZED STEEL IN WAREHOUSE/INDUSTRIAL/MANUFACTURING AREAS OR AREAS SUBJECT TO PHYSICAL ABUSE.

3.6 ALL CONDUCTORS TO BE CONCEALED EXCEPT TO SURFACE MOUNTED PANELS AND AT THE CEILING OF EXPOSED STRUCTURE AREAS. CONDUITS WILL BE RUN PARALLEL OR PERPENDICULAR TO BUILDING LINES.

3.7 FLEXIBLE METAL CONDUIT (SEAL TITE FOR EXTERIOR APPLICATIONS) SHALL BE USED FOR CONNECTIONS TO EQUIPMENT SUBJECT TO VIBRATION (E.G. MOTORS) WITH A MAX. OF 6ft.

3.8 THE USE OF **MC CABLE** IS ACCEPTABLE (UPON OWNER NOTIFICATION AND APPROVAL) AND MAY BE USED IN ACCORDANCE WITH NEC ARTICLE "METAL-CLAD CABLE: TYPE MC", BUT LIMITED TO USE FOR CONCEALED BRANCH CIRCUITS ONLY. ADDITIONALLY MC CABLE MAY NOT BE USED FOR HOME RUNS OR OUTDOORS.

3.9 NON-METALLIC CONDUIT (MIN. SCHEDULE 40) MAY BE USED ONLY IN OR UNDER SLABS & IN CONCRETE OR MASONRY WALLS. MIN. 24" COVER REQUIRED FOR UNDERGROUND USE.

3.10 **FUSES** SHALL BE BUSSMAN, LITTLEFUSE, OR GOULD SHAWMUT.

3.11 CONDUCTORS WILL BE SOLID AND/OR STRANDED WITH INSULATION CONTINUOUSLY COLOR COATED UP TO AND INCLUDING SIZE #6 A.W.G. GROUNDING/BONDING CONDUCTORS SHALL BE U.L. LABELED HYPE STRAND.

3.12 CONNECTIONS OR SPLICES SHALL BE EXOTHERMIC WELD (CAD WELD OR THOMAS AND BETTS EQUIVALENT) FOR GROUNDING/BONDING CONDUCTORS.

3.13 NEW CONDUCTORS SHALL BE CONTINUOUS. HYDRAULIC CRIMP SPLICES OR CONNECTIONS ARE ACCEPTABLE AND REQUIRE SPECIFIC APPROVAL IN WRITING BY HAWKINS DESIGN GROUP.

3.14 ALL CONDUIT SUPPORT SYSTEMS SHALL BE INSTALLED PER THE BUILDING STRUCTURE. UNISTRUT, BEELINE, SUPERSTRUT STEEL CITY SPRING STEEL FASTENERS OR CADDY MOUNTING SYSTEMS ARE ACCEPTABLE. NO CONDUIT WILL BE SUPPORTED BY THE CEILING WIRES, THE WIRE OR GRID SYSTEM. PERFORATED STRAPS OR OTHER PIPING AND CONDUIT STRAPS ARE NOT ACCEPTABLE SUPPORTS.
ACCEPTABLE MANUFACTURERS FOR **SWITCH GEAR, DISTRIBUTION GEAR** AND RELATED COMPONENTS ARE: SQUARE D, ACME TRANSFORMERS, GENERAL ELECTRIC, SIEMENS, HPS, AND CUTLER-HAMMER.

3.15 CONDUCTORS SHALL BE COLOR CODED FOR BRANCH CIRCUITS AND PHASE LEGS OF FEEDERS TO PANEL BOARDS, SWITCHBOARDS, ETC. IN ACCORDANCE WITH NEC AND LOCAL MUNICIPAL REQUIREMENTS. SPECIFIC REQUIREMENTS INCLUDE THE FOLLOWING:

- 120~V, 2~WIRE CIRCUIT: GROUNDED NEUTRAL= WHITE; UNGROUNDED LEG=BLACK.
- 208Y/120~V, 3~PHASE, 4~WIRE: GROUNDED NEUTRAL=WHITE;PHASE A=BLACK; PHASE B=RED; PHASE C=BLUE.
- 240/120~V, 3 WIRE SINGLE PHASE CIRCUIT: GROUNDED NEUTRAL=WHITE; PHASE A=BLACK; PHASE B=RED.
- 240~V, DELTA, 3~PHASE, 3~WIRE: PHASE A=BLACK; PHASE B=RED; PHASE C=BLUE.
- 240/120~V, 3~PHASE, 4~WIRE, HIGH-LEG DELTA: GROUNDED NEUTRAL=WHITE;HIGH LEG (208~V TO NEUTRAL)=ORANGE; PHASE A=BLACK; PHASE C=BLUE.
- 480Y/277~V, 3~PHASE, 4~WIRE: GROUNDED NEUTRAL=GRAY;PHASE A=BROWN; PHASE B=ORANGE; PHASE C=YELLOW.
- 480~V, DELTA, 3~PHASE, 3~WIRE: PHASE A=BROWN; PHASE B=ORANGE; PHASE C=YELLOW.
- 480~V, DELTA, 3~PHASE, 3~WIRE: PHASE A=BROWN; PHASE B=ORANGE; PHASE C=YELLOW.
- EQUIPMENT GROUNDING CONDUCTORS--GREEN; ISOLATED GROUNDS--GREEN WITH A YELLOW STRIPE.

3.17 ALL INSTALLATIONS WITHIN PLENUM RATED CEILING SPACE SHALL BE IN ACCORDANCE WITH NEC ARTICLE "WIRING METHODS" WITH REGARDS TO SMOKE DEVELOPMENT AND FLAME SPREAD.

3.18 ALL UNDERGROUND CABLE, PIPE AND CONDUITS SHALL BE DETECTABLE (METALLIC) OR HAVE A DETECTABLE UNDERGROUND LOCATION DEVICE INSTALLED WITH IT. THE RECOMMENDED DETECTABLE UNDERGROUND LOCATION DEVICE IS A #18 OR LARGER COPPER TRACER WIRE SECURELY ATTACHED TO THE TOP OF ANY NON-METALLIC CABLE, PIPE OR CONDUIT AT 8'-0" O/C AND SHALL HAVE A MINIMUM OF 12" OF TRACER WIRE ACCESSIBLE AT ALL ABOVE GRADE TERMINATIONS.

3.19 ALL HORIZONTAL UNDERGROUND CONDUIT RUNS (INCLUDING UNDER CONCRETE SLABS) SHALL BE A MINIMUM OF 24" BELOW GRADE.

3.20 ALL MATERIAL & DEVICES USED EXTERIOR OF THE BUILDING SHALL BE LISTED U.L. FOR WATERPROOF APPLICATIONS.

4.0 SUBMITTALS

4.1 SUBMIT 6 SETS OF SHOP DRAWINGS AND SAMPLES FOR ALL EQUIPMENT PRIOR TO ORDERING IN A TIMELY MANNER. SUBMITTALS SHALL INCLUDE LIGHT FIXTURES (INCLUDING LIGHT POLES), LIGHTING CONTROLS, SWITCHBOARDS, PANELBOARDS, BREAKERS, STARTERS, HVAC ELECTRICAL EQUIPMENT AND TRANSFORMERS.

4.1.1 SHOP DRAWINGS SHALL INCLUDE LAYOUT DIMENSIONS AND IDENTIFICATION OF SPECIFIC EQUIPMENT FOR INSTALLATION, MINIMUM NEC CLEARANCES SHALL BE INDICATED.

4.1.2 THE CONTRACTOR SHALL INCLUDE COMPARISON DATA AND SAMPLES FOR BOTH THE SUBSTITUTE AND SPECIFIED ITEMS WHEN SUBSTITUTIONS ARE PROPOSED. THE CONTRACTOR REMAINS RESPONSIBLE TO PROVIDE THE ORIGINALLY SPECIFIED INSTALLATION IN ACCORDANCE WITH THE ORIGINAL DELIVERY DATE (AT HIS COST) WHEN SUBSTITUTIONS ARE NOT APPROVED.

4.2 THE CONTRACTOR SHALL PROVIDE PROOF OF PERFORMANCE BOND WITH HIS INITIAL SUBMITTALS (E.G. SHOP DRAWINGS) TO INCLUDE WARRANTY FOR THE WARRANTY PERIOD (2 YEARS).

4.3 THE CONTRACTOR SHALL SUBMIT COMPLETE AND ACCURATE "AS BUILT" DRAWING TO THE OWNER AND ENGINEER WITHIN 2 WEEKS OF OWNER ACCEPTANCE. PROVIDE 4 SETS OF BLUELINES OR REPRODUCIBLES. FAILURE TO COMPLY WILL RESULT IN WITHHOLDING OF PAYMENTS DUE, AND ASSESSMENT OF CHARGES (AGAINST THE CONTRACTOR) FOR AS-BUILT DRAWINGS PREPARED BY THE ENGINEER AT THE CURRENT HOURLY RATE.

4.4 PROVIDE A LETTER TO THE OWNER AND ENGINEER CERTIFYING ALL EQUIPMENT AND TERMINATIONS ARE PROPERLY TORQUED. THIS CERTIFICATION SHALL BE EXECUTED BY A LICENSED ELECTRICAL CONTRACTOR, AND PROVIDED ON COMPANY OWNED LETTERHEAD.

4.5 PROVIDE 4 COPIES OF ALL MANUFACTURER/SUPPLIER WARRANTIES AND GUARANTEES TO THE OWNER WITHIN 2 WEEKS OF FINAL ACCEPTANCE BY THE OWNER.

4.6 **TESTS**

4.6.1 SUBMIT 2 COPIES OF ALL INDEPENDENT TEST RESULTS FOR THE ELECTRICAL POWER DISTRIBUTION SYSTEM AS SPECIFIED IN THE NEC AND TO THE OWNER AND ENGINEER. PACKAGE ABOVE PRESPECIFIC VALUES OF TEST DATA OBTAINED AGAINST ACCEPTANCE CRITERIA (SIMPLE PASS/FAIL ALONE IS INADEQUATE).

4.6.2 TESTING PERSONAL SHALL BE CERTIFIED BY THE NATIONAL ELECTRIC TESTING ASSOCIATION (NETA) OR THE NATIONAL INSTITUTE FOR CERTIFICATION IN ENGINEERING TECHNOLOGIES (NICET).

4.6.3 ALL TESTING SHALL BE DONE IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS OR NATIONALLY RECOGNIZED STANDARDS AND PRACTICES.

4.6.4 GROUNDING SYSTEM (A PORTION OF THE RESISTANCE TO GROUND) TESTING.

4.6.4.1 GROUNDING SHALL PROVIDE 5 OHMS OR LESS RESISTANCE TO GROUND AND LESS THAN 0.5 OHMS POINT-TO-POINT BETWEEN THE MAIN GROUNDING ELECTRODE SYSTEM AND ELECTRICAL EQUIPMENT FRAMES, SYSTEM NEUTRAL AND/OR DERIVED NEUTRAL POINTS (REFERENCE IEEE STANDARDS 81-1983 AND 81-1991) AND SHALL NOT BE PERFORMED WITHIN 24 HOURS AFTER RAINFALL.

4.6.5 OVER-POTENTIAL TESTING

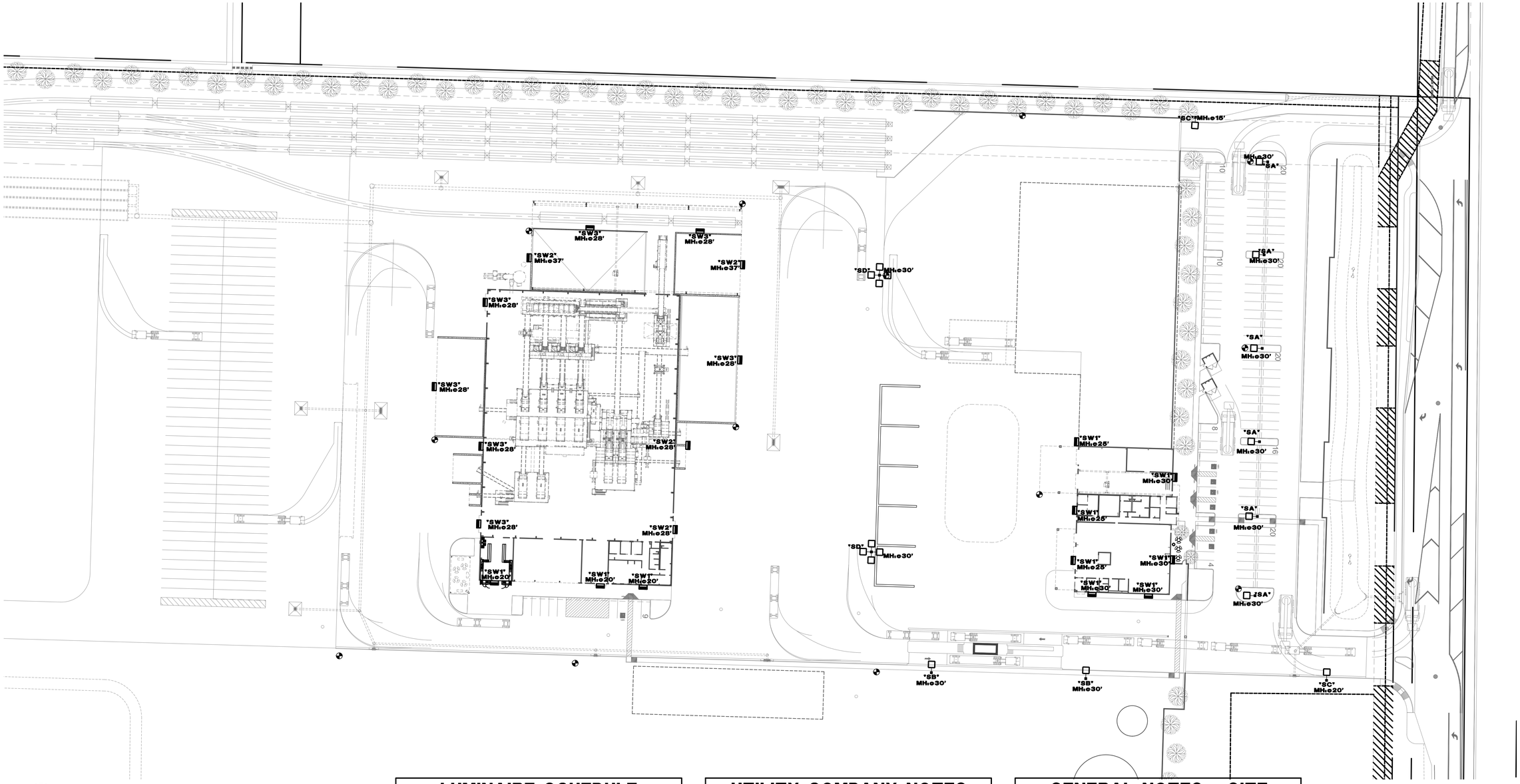
4.6.5.1 SHALL BE PERFORMED ON ALL BUSSES 1000A OR GREATER OR ON MODIFICATIONS OF EXISTING BUSSES AS NOTED.

4.6.5.2 TEST BOTH PHASE-TO-PHASE AND PHASE-TO-GROUND FOR AT LEAST ONE MINUTE.

4.6.6 GROUND FAULT PROTECTION TESTING.

4.6.6.1 PROVIDE PRIMARY INJECTION TESTING BY CURRENT INJECTION AT SENSOR.

4.6.6.2 ENSURE THAT PRIMARY CONTROL VOLTAGE TO NOT EXCEED 57% OF THE RATED V



ELECTRICAL SITE LIGHTING PLAN

1" = 50'-0"

LUMINAIRE SCHEDULE

1. PROVIDE 90 MINUTE EMERGENCY BATTERY BACK-UP FOR ALL EMERGENCY FIXTURES. SEE SCHEDULE BELOW FOR SPECIFICATIONS AND LUMEN REQUIREMENTS.
2. MODULAR WIRING SYSTEM FOR LIGHT FIXTURES IS AN ACCEPTABLE ALTERNATE.
3. BASE BID FOR LUMINAIRES SHALL BE BASED ON MANUFACTURERS LISTED IN CONTRACT DOCUMENTS. UPON AWARD OF PROJECT, ALTERNATES PROPOSED BY CONTRACTOR SHALL BE SUBMITTED WITH WRITTEN OWNER APPROVAL & AN INTEMIZED DEDUCT TO BASE BID.
4. ALTERNATE FIXTURE SELECTIONS MAY REQUIRE ADDITIONAL TIME FOR SUBMITTAL REVIEW & POSSIBLE ENGINEERING DESIGN CHANGES, TO BE BILLED TO THE CONTRACTOR.
5. PROVIDE MINIMUM 10 MINUTE TIME DELAY ON EMERGENCY FIXTURES WHEN HID AREA LIGHTING IS USED.

MARK	MANUFACTURER MODEL NUMBER	VOLTS	LAMPS CRI/CCT INPUT WATTS	REMARKS/MOUNTING
SA	BEACON OUTDOOR VP-2-320L-185 3K7-5QW	MVOLT	LED 3000K 186W	POLE MOUNTED FIXTURE. REFER TO POLE MOUNTED FIXTURE DETAIL ON SHEET DR4.0. SINGLE HEAD. BLACK.
SB	BEACON OUTDOOR VP-2-320L-185-3K7-2	MVOLT	LED 3000K 186W	POLE MOUNTED FIXTURE. REFER TO POLE MOUNTED FIXTURE DETAIL ON SHEET DR4.0. SINGLE HEAD. BLACK.
SC	BEACON OUTDOOR VP-2-320L-235 3K7-3-BC	MVOLT	LED 3000K 248W	POLE MOUNTED FIXTURE. REFER TO POLE MOUNTED FIXTURE DETAILS ON SHEET DR4.0. SINGLE HEAD. BLACK.
SD	BEACON OUTDOOR VP-2-320L-210 3K7-5QW	MVOLT	LED 3000K 856W	POLE MOUNTED FIXTURE. REFER TO POLE MOUNTED FIXTURE DETAIL ON SHEET DR4.0. QUAD HEAD. BLACK.
SW1	BEACON OUTDOOR RWL2-160L-155 3K7-4-U	MVOLT	LED 3000K 157W	WALL MOUNTD LED AREA LIGHT. PROVIDE WITH 90 MINUTE BATTERY BACKUP WHERE NOTED 'EM'. BLACK.
SW2	BEACON OUTDOOR VP-3-480L-320 3K7-4F-WB	MVOLT	LED 3000K 316W	WALL MOUNTD LED AREA LIGHT. PROVIDE WITH 90 MINUTE BATTERY BACKUP WHERE NOTED 'EM'. BLACK.
SW3	BEACON OUTDOOR VP-3-480L-285 3K7-4F-WB	MVOLT	LED 3000K 286W	WALL MOUNTD LED AREA LIGHT. PROVIDE WITH 90 MINUTE BATTERY BACKUP WHERE NOTED 'EM'. BLACK.

UTILITY COMPANY NOTES

1. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH SERVING UTILITY COMPANY AND THEIR SPECIFIC REQUIREMENTS WITHIN (5) DAYS OF AWARD OF CONTRACT.
2. PROVIDE SERVING UTILITY COMPANY WITH ONE (1) FULL SET OF PLANS INCLUDING SITE PLAN, ONE-LINE DIAGRAM, AND TOTAL LOAD SUMMARY.
3. CONFIRM ALL UTILITY COMPANY REQUIREMENTS PRIOR TO TRENCHING.
4. CONTRACTOR SHALL COORDINATE WITH SERVING UTILITY COMPANY IF AN UPGRADE IS REQUIRED TO UTILITY TRANSFORMER OR SECONDARY CONDUIT AND CONDUCTORS.
5. CONTRACTOR SHALL COORDINATE EXACT COSTS (PER AMP CHARGE, ECT.) OF ANY ADDITIONAL WORK WITH SERVING UTILITY COMPANY PRIOR TO START OF CONSTRUCTION.

UTILITY COMPANY CONTACT
Power Company:
APS
Representative:
NEW BUSINESS
Telephone #:
(602) 371-6767

PRIOR TO ANY GROUND EXCAVATION CALL
BLUE STAKE
(602) 263-1100
(800) 782-5348

GENERAL NOTES - SITE

1. REFER TO ELECTRICAL SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS AND COMPLETE CONTRACTUAL OBLIGATIONS.
2. ELECTRICAL CONTRACTOR SHALL CONTACT TELEPHONE COMPANY REGARDING EXACT LOCATION OF ALL PRIMARY SERVICE EQUIPMENT, TRENCH LOCATION, ETC.
3. ELECTRICAL CONTRACTOR SHALL PROVIDE ALL NECESSARY TELEPHONE TRENCHING, BACKFILL, AND CONDUIT STUBS INTO TRENCH AS REQUIRED BY TELEPHONE COMPANY AND TO THEIR SPECIFICATIONS.
4. ALL WIRING FOR OUTSIDE LIGHTING SHALL BE A MINIMUM OF #10 COPPER WITH TYPE THWN INSULATION. RUN UNDERGROUND CIRCUITS IN P.V.C. AND PROVIDE A #10 COPPER BOND IN ADDITION TO CIRCUIT CONDUCTORS. UNDERGROUND WIRING SHALL COMPLY WITH APPLICABLE CODES OF THE NEC.
5. ELECTRICAL CONTRACTOR SHALL PROVIDE NECESSARY SECONDARY CONDUCTORS, POWER TRENCHING, BACKFILL AND CONCRETE PADS FOR TRANSFORMERS AND SERVICE EQUIPMENT. ADDITIONALLY PROVIDE CONDUIT STUBS INTO TRENCH PER POWER COMPANY SPECIFICATIONS AND REQUIREMENTS.
6. ALL WIRING SHALL BE COPPER. WIRING #4 AWG AND LARGER SHALL BE XHHW TYPE INSULATION.

NOTE:
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PRELIMINARY
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DESIGN CODES
IECC: 2018 NEC: 2017

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Project Contact/Designer: CHAD CURRY
Project # 22505
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ELECTRICAL CONSULTING ENGINEERS
1140 WEST HARWELL ROAD
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EMAIL email@hawkinsdg.com

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CAWLEY ARCHITECTS
730 N. 52nd St. Ste. 203
Phoenix, Arizona 85008
P 602.393.5060
CawleyArchitects.com

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Expires: XX/XX/XX

A NEW FACILITY FOR
AIM RECYCLING BUCKEYE PLANT PHASE 1

S. PALO VERDE RD. SOUTH OF W. BASELINE RD. BUCKEYE, AZ 85326

DATE

PRE-APP SUBMITTAL 08-05-2022
SP REVIEW SUBMITTAL 05-12-2023
SP REVIEW 2ND SBMTL 12-20-2023
SP REVIEW 3RD SBMTL. 05-24-2024

DRAWN BY: CRC

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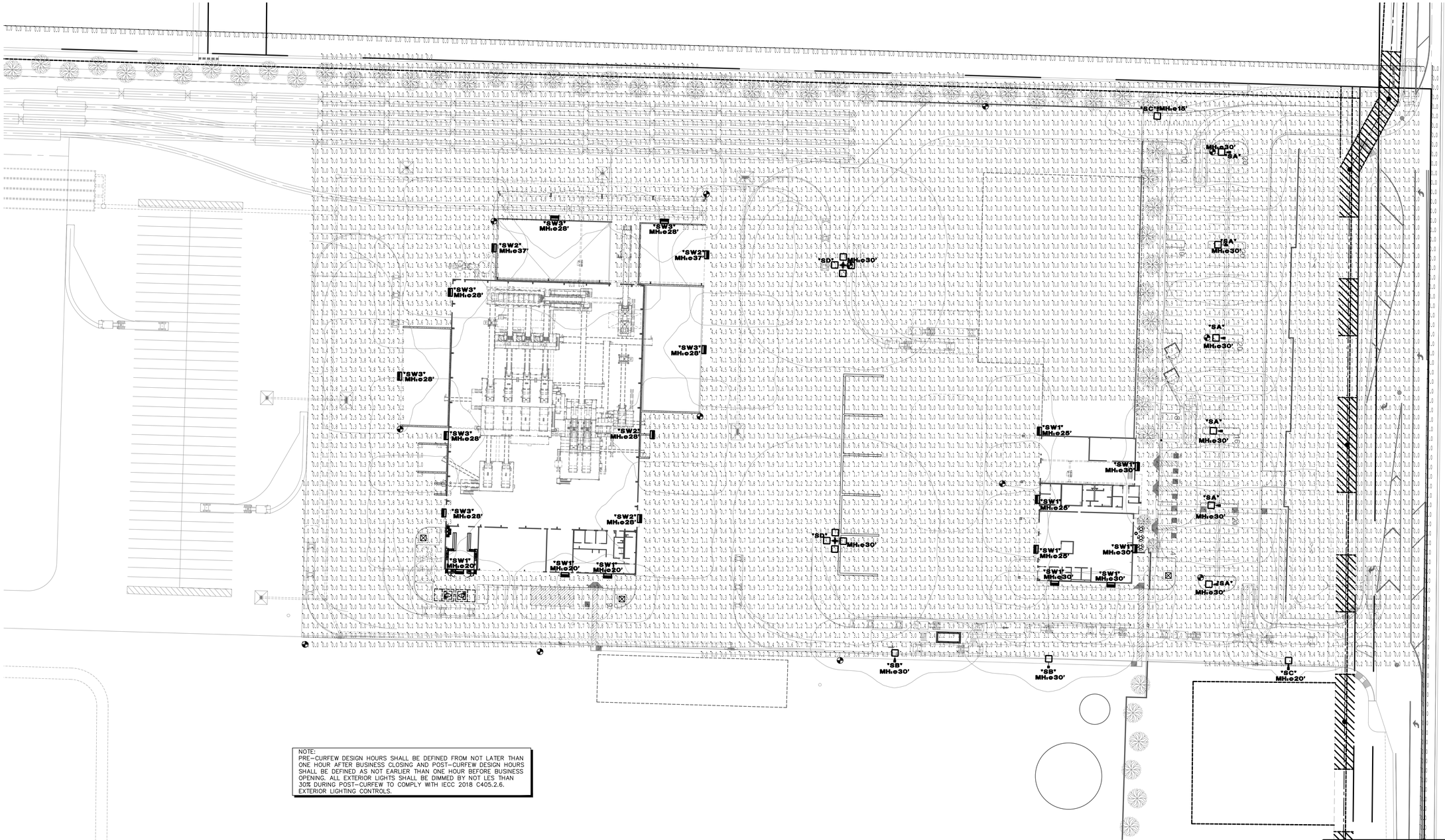
ELECTRICAL SITE LIGHTING PLAN

Project: 22082

DR1.0



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ELECTRICAL SITE PHOTOMETRIC PLAN - POST CURFEW

1" = 50'-0"

Luminaire Schedule									
Qty	Label	Symbol	[MANUFAC]	Description	MH	Lumens	LLF	Watts	Total Watts	BUG Rating
6	SA		BEACON PRODUCTS	VP-2-320L-185-3K7-5QW	30'	24284	0.900	185.9	1115.4	B5-U0-G3
2	SB		BEACON	VP-2-320L-185-3K7-2	30'	25087	0.900	185.9	371.8	B3-U0-G3
2	SC		BEACON	VP-2-320L-235-3K7-3-BC	15'	22346	0.900	248	496	B1-U1-G4
2	SD		BEACON PRODUCTS	VP-2-320L-210-3K7-5QW	30'	27344	0.900	213.9	1711.2	B5-U0-G4
9	SW1		EXO	RWL2-160L-155-3K7-4-U	VARIES	18592	0.900	156.8	1411.2	B3-U0-G3
5	SW2		BEACON	VP-3-480L-320-3K7-4F-WB	37'	38609	0.900	315.4	1577	B3-U0-G5
7	SW3		BEACON	VP-3-480L-285-3K7-4F-WB	28'	35313	0.900	285.7	1999.9	B3-U0-G4

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Property Line	Illuminance	Fc	0.00	0.2	0.0	N.A.	N.A.
Site	Illuminance	Fc	1.23	18.4	0.0	N.A.	N.A.

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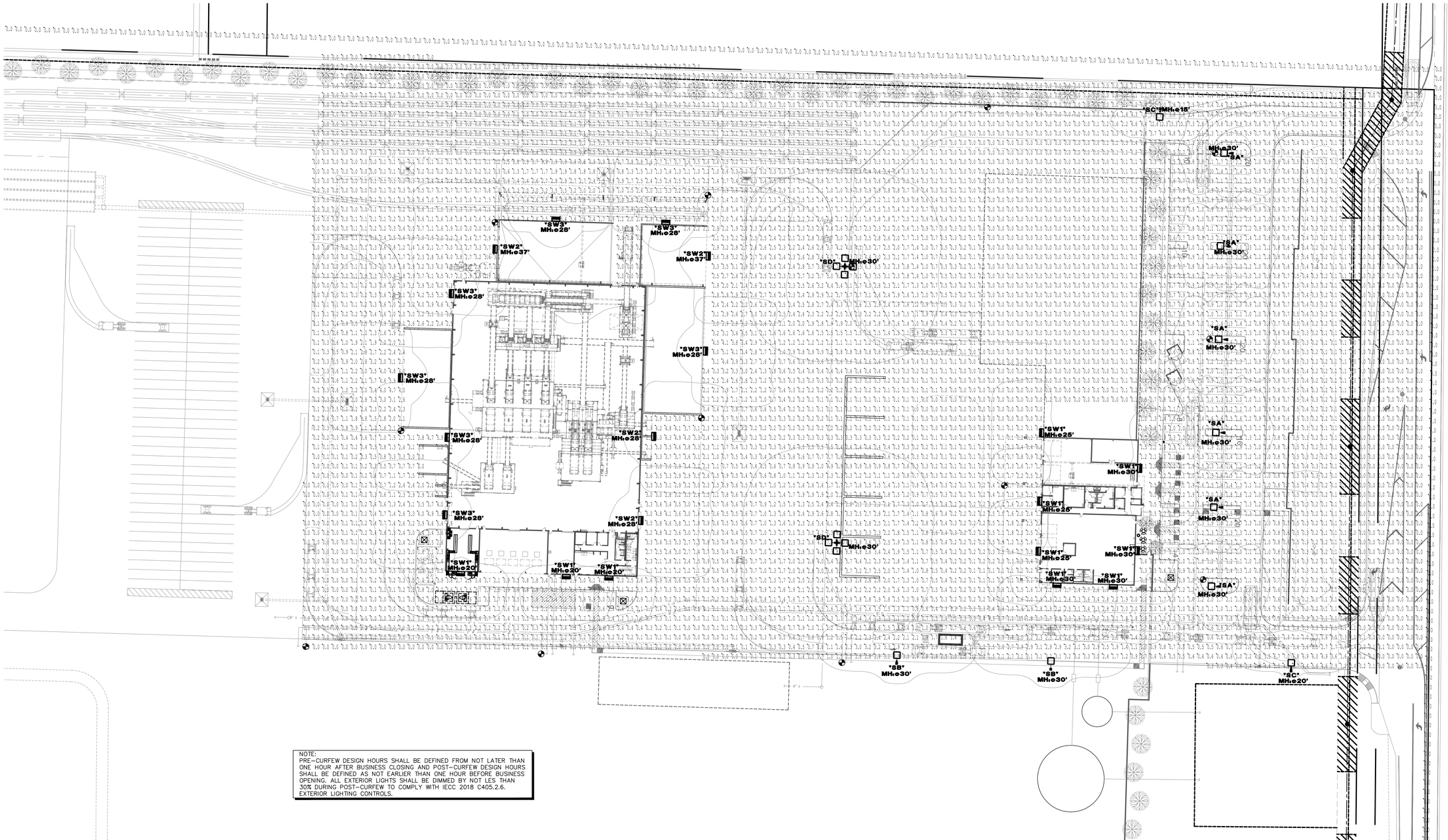
ELECTRICAL SITE PHOTOMETRICS - PRE-CURFEW

Project: 22082

DR2.0

928



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ELECTRICAL SITE PHOTOMETRIC PLAN - POST CURFEW

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Luminaire Schedule									
Qty	Label	Symbol	[MANUFAC]	Description	MH	Lumens	LLF	Watts	Total Watts	BUG Rating
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Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Property Line	Illuminance	Fc	0.00	0.1	0.0	N.A.	N.A.
Site	Illuminance	Fc	0.89	13.3	0.0	N.A.	N.A.

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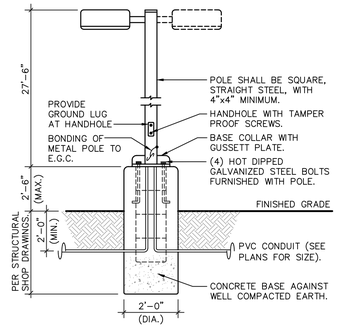
ELECTRICAL SITE PHOTOMETRICS - POST-CURFEW

Project: 22082

DR3.0

POLE MOUNTED FIXTURE DETAIL

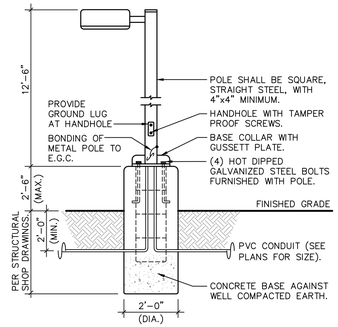


FIXTURE TYPES "SA"/"SB"/"SD"

THE POLE CONCRETE BASE DETAIL IS SHOWN FOR ELECTRICAL ROUGH–IN AND SHALL NOT BE USED FOR THE ACTUAL BASE CONSTRUCTION. POLE BASE SHALL BE DESIGNED BY A REGISTERED STRUCTURAL PROFESSIONAL ENGINEER AND CONSTRUCTED PER STRUCTURAL ENGINEERS SEALED CONSTRUCTION DOCUMENT.

NOTE: ELECTRICAL CONTRACTOR SHALL BOND METAL POLE PER NEC 410.30(B)(5) AS SHOWN IN DETAIL.

POLE MOUNTED FIXTURE DETAIL



FIXTURE TYPE "SC"

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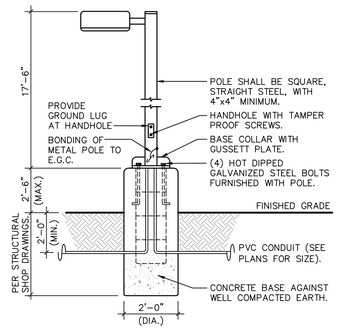
NOTE: ELECTRICAL CONTRACTOR SHALL BOND METAL POLE PER NEC 410.30(B)(5) AS SHOWN IN DETAIL.

POLE MOUNTED FIXTURE DETAIL



FIXTURE TYPE "SC"

THE POLE CONCRETE BASE DETAIL IS SHOWN FOR ELECTRICAL ROUGH–IN AND SHALL NOT BE USED FOR THE ACTUAL BASE CONSTRUCTION. POLE BASE SHALL BE DESIGNED BY A REGISTERED STRUCTURAL PROFESSIONAL ENGINEER AND CONSTRUCTED PER STRUCTURAL ENGINEERS SEALED CONSTRUCTION DOCUMENT.

NOTE: ELECTRICAL CONTRACTOR SHALL BOND METAL POLE PER NEC 410.30(B)(5) AS SHOWN IN DETAIL.

BEACON design. performance. technology

DATE: LOCATION:
TYPE: PROJECT:
CATALOG #:

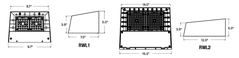
RATIO Wall

RWL1/RWL2 LED WALLPACK



FEATURES

- Low profile LED wall luminaire with a variety of IES distributions for lighting applications such as retail, commercial and industrial building mount
- Featuring Micro Strike Optics which maximizes target zone illumination with minimal losses at the house-side, reducing light trespass issues
- Visual comfort standard
- Control options including photo control, occupancy sensing, NX Distributed Intelligence™, Wiscape and 7-Pin with networked controls
- Battery Backup options available for emergency code compliance
- Quick-mount adapter allows easy installation/maintenance
- 347V and 480V versions for industrial applications and Canada



CONTROL TECHNOLOGY

NX Series NX Series NX Series LIGHTGRID

SERVICE PROGRAM

QS10

	Weight
RWL1	6.5 lbs / 2.95 kg
RWL2	16.5 lbs / 7.48 kg

SPECIFICATIONS

CONSTRUCTION
- Die-cast housing with hidden vertical heat fins that are optimal for heat dissipation while keeping a clean smooth outer surface
- Corrosion resistant, die-cast aluminum housing with powder coat paint finish
- Powder paint finish provides durability in outdoor environments. Tested to meet 1000 hour salt spray rating

OPTICS
- Entire optical aperture illuminates to create a larger luminous surface area resulting in a low glare appearance without sacrificing optical performance
- 48 or 160 midpower LEDs
- 3000K, 4000K or 5000K (70 CRI/80 CRI) CCT
- Zero uplight distributions
- LED optics provide IES type II, III and IV distributions. Type II only available in RWL2 configurations

INSTALLATION
- Quick-mount adapter provides easy installation to wall or to recessed junction boxes (4" square junction box)
- Designed for direct j-box mount.
- Integral back box contains 1/2" conduit hubs
- Integral back box standard with Dual Driver, Dual Power Feed, NX, Wiscape and battery versions (battery versions for RWL1 only)

ELECTRICAL
- 120V-277V universal voltage 50/60Hz 0-10V dimming drivers
- 347V and 480V dimmable driver option for all wattages above 35W
- Ambient operating temperature -40°C to 40°C
- Driver RoHS and IP66

ELECTRICAL (CONTINUED)
- 10kV Surge Protector optional
- Drivers have greater than .90 power factor and less than 20% Total Harmonic Distortion
- Dual Driver option provides 2 drivers within luminaire but only one set of leads exiting the luminaire, where Dual Power Feed provides two drivers which can be wired independently as two sets of leads are extended from the luminaire. Both options can not be included in one same fixture.
- Dimming drivers are standard and dimming leads are extended out of the luminaire unless control options require connection to the dimming leads. Must specify if wiring leads are to be greater than 6" standard.

CONTROLS
- Photo control, occupancy sensor and wireless available for complete on/off and dimming control
- Button photocontrol is suitable for 120-277V operation
- 7-pin ANSI C136.41-2013 photocontrol receptacle option available for twist lock photocontrols or wireless control modules (control accessories sold separately)
- NX Distributed Intelligence™ available with in fixture wireless control module, features dimming and occupancy sensor
- wiSCAPE® available with in fixture wireless control module, features dimming and occupancy sensor
- Integral Battery Backup provides emergency lighting for the required 90 minute path of egress
- Battery Backup suitable for operating temperatures -25°C to 40°C. RWL1 battery is 12.5W RWL2 battery is 18W

CONTROLS (CONTINUED)
- Dual Driver and Dual Power Feed options creates product configuration with 2 internal drivers for code compliance
- Please consult brand or sales representative when combining control and electrical options as some combinations may not operate as anticipated depending on your application.
- LightGRID® available with in fixture wireless control module, features dimming and occupancy sensor. Also available in 7-pin configuration

CERTIFICATIONS
- Listed to UL1598 and CSAC22.2#250.0-24 for wet locations
- IP65 rated housing
- Not all product variations listed in this document are DLC® (DesignLights Consortium Qualified). Refer to designlights.org for most up-to-date list.
- Emergency battery backup options are California Energy Commission (CEC) Title 20 Compliant

WARRANTY
- 5 year limited warranty

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BEACON design. performance. technology

DATE: LOCATION:
TYPE: PROJECT:
CATALOG #:

RATIO Wall

RWL1/RWL2 LED WALLPACK

Gray Shading = Service Program Limit of 15 luminaires QS10

ORDERING GUIDE

Example: RWL1–48L-10–3K7–2–UNV–BLS–E

CATALOG #

Series		# LEDs - Wattage		CCT/CRI		Distribution		Voltage		Color	
RWL1	Ratio Wall 1	48L-10	1,000 Lumens[4]	3K7	3000K, 70 CRI	2	ES TYPE II	UNV	120-277V	BLT	Black Matte Textured
		48L-15	2,000 Lumens[4]	4K7	4000K, 70 CRI	3	ES TYPE III	120	120V	BLS	Black Gloss Smooth
		48L-20	2,500 Lumens[4]	5K7	5000K, 70 CRI	4F	ES TYPE IV Forward[1]	208	208V	DBT	Dark Bronze Matte Textured
		48L-25	3,500 Lumens			4W	ES TYPE IV	240	240V	DBS	Dark Bronze Gloss Smooth
		48L-35	4,500 Lumens					277	277V	GTT	Graphite Matte Textured
		48L-45	5,500 Lumens[4]					347	347V	LGS	Light Grey Gloss Smooth
RWL2	Ratio Wall 2	160L-45	6,500 Lumens					480	480V	LGT	Light Grey Matte Textured
		160L-50	7,500 Lumens							PSS	Platinum Silver Smooth
		160L-65	9,500 Lumens							WHT	White Matte Textured
		160L-80	11,000 Lumens							WHS	White Gloss Smooth
		160L-95	13,000 Lumens							VGT	Verde Green Textured
		160L-115	15,000 Lumens							Color Option	
		160L-135	17,500 Lumens							CC	Custom Color
		160L-155	19,500 Lumens								

Control Options	Network
NXW	NX Networked Wireless Radio Module NXRM2 and Bluetooth Programming, without Sensor
NXWS16F	NX Networked Wireless Enabled Integral NXSMP2-LMO PIR Occupancy Sensor with Automatic Dimming Photocell and Bluetooth Programming
NXWS40F	NX Networked Wireless Enabled Integral NXSMP2-HMO PIR Occupancy Sensor with Automatic Dimming Photocell and Bluetooth Programming
WIR	LightGRID® In-Fixture Module[3,8]
Stand Alone Sensors	
SCP-8F	Remote control programmable line voltage sensor[3,4]
SCP-20F	Remote control programmable line voltage sensor[3,4]
BTS-14F	Bluetooth® Programmable, PIR Occupancy/Daylight Sensor [9]
BTS-40F	Bluetooth® Programmable, PIR Occupancy/Daylight Sensor [9]
BTSO-12F	Bluetooth® Programmable, PIR Occupancy/Daylight Sensor, up to 12'mounting height [9]
Control Options	
7PR_	7-Pin Receptacle[6]

Options[5]	
F	Fusing[3]
E	Emergency Battery Backup[2,10]
EH	Emergency Battery w/ Heater Option[11]
2DR	Dual Driver[4,7]
2PF	Dual Power Feed[4,7]
PC	Button Photocontrol[12]
SP	10kA Surge Protector[8]

Notes:
1. Only available with RWL2
2. Networked Controls cannot be combined with other control options
3. Must specify voltage, 120V or 277V only
4. Not available with 347/480V
5. Type 3 and Type 4 are for 14' mounting height, "40" for up to 40' mounting height
6. This item is located in the integral backbox which will be automatically added onto the fixture if chosen.
7. For E and EH, an integral backbox is added to the RWL1 configuration
8. Option only available at 120 or 277V
9. 2DR and 2PF can't be combined with E and EH due to space limitations
10. Not available in RWL1 or 2 PF
11. Available only in UNV in 25, 35 and 45 Watt in RWL1; Not available in RWL2 or 2 PF
12. SP and PC cannot be in the same fixture due to space constraints
4. Based on space limitations, some options may not be able to be combined

CONTROLS

Control Options	
Standalone	
SCPREMOTE	Order at least one per project location to program and control

ACCESSORIES AND REPLACEMENT PATS - MADE TO ORDER

	Catalog Number	Description
☐	WP-BB-XXX	Accessory for conduit entry[1]

Notes:
1 replace "xxx" with color option

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BEACON design. performance. technology

DATE: LOCATION:
TYPE: PROJECT:
CATALOG #:

VIPER Area/Site

VIPER LUMINAIRE

MICROSTRIKE OPTICS | STRIKE



FEATURES

- Low profile LED area/site luminaire with a variety of IES distributions for lighting applications such as auto dealership, retail, commercial, and campus parking lots
- Featuring two different optical technologies, Strike and Micro Strike Optics, which provide the best distribution patterns for retrofit or new construction
- Rated for high vibration applications including bridges and overpasses. All sizes are rated for 1.5G
- Control options including photo control, occupancy sensing, NX Lighting Controls™, wiSCAPE and 7-Pin with networked controls
- New customizable lumen output feature allows for the wattage and lumen output to be customized in the factory to meet whatever specification requirements may entail
- Field interchangeable mounting provides additional flexibility after the fixture has shipped

IP65 DLC LISTED DLC LISTED PREMIUM

CONTROL TECHNOLOGY

NX Series wiSCAPE

SPECIFICATIONS

CONSTRUCTION
- Die-cast housing with hidden vertical heat fins are optimal for heat dissipation while keeping a clean smooth outer surface
- Corrosion resistant, die-cast aluminum housing with 1000 hour powder coat paint finish
- External hardware is corrosion resistant

OPTICS
- Micro Strike Optics (160, 320, 480, or 720 LED counts) maximize uniformity in applications and come standard with mid-power LEDs which evenly illuminate the entire luminous surface area to provide a low glare appearance. Catalog logic found on page 2
- Strike Optics (36, 72, 108, or 162 LED counts) provide best in class distributions and maximum pole spacing in new applications with high powered LEDs. Strike optics are held in place with a polycarbonate bezel to mimic the appearance of the Micro Strike Optics so both solutions can be combined on the same application. Catalog logic found on page 3
- Both optics maximize target zone illumination with minimal losses at the house-side, reducing light trespass issues. Additional backlight control shields and house side shields can be added for further reduction of illumination behind the pole
- One-piece silicone gasket ensures a weatherproof seal
- Zero up-light at 0 degrees of tilt
- Field rotatable optics

INSTALLATION
- Mounting patterns for each arm can be found on page 11
- Optional universal mounting block for ease of installation during retrofit applications. Available as an option (ASQU) or accessory for square and round poles
- All mounting hardware included

INSTALLATION (CONTINUED)
- Knuckle arm fitter option available for 2-3/8" OD tenon
- For products with EPA less than 1 mounted to a pole greater that 20ft, a vibration damper is recommended

ELECTRICAL
- Universal 120-277 VAC or 347-480 VAC input voltage, 50/60 Hz
- Ambient operating temperature -40°C to 40°C
- Drivers have greater than 90% power factor and less than 20% THD
- LED drivers have output power over-voltage, over-current protection and short circuit protection with auto recovery
- Field replaceable surge protection device provides 20kA protection meeting ANSI/IEEE C62.41.2 Category C High and Surge Location Category C3; Automatically takes fixture off-line for protection when device is compromised
- Dual Driver option provides 2 drivers within luminaire but only one set of leads exiting the luminaire, where Dual Power Feed provides two drivers which can be wired independently as two sets of leads are extended from the luminaire. Both options cannot be combined

CONTROLS
- Photo control, occupancy sensor programmable controls, and Zigbee wireless controls available for complete on/off and dimming control
- Please consult brand or sales representative when combining control and electrical options as some combinations may not operate as anticipated depending on your application
- 7-pin ANSI C136.41-2013 photocontrol receptacle option available for twist lock photocontrols or wireless control modules (control accessories sold separately)

CONTROLS (CONTINUED)
- 0-10V Dimming Drivers are standard and dimming leads are extended out of the luminaire unless control options require connection to the dimming leads. Must specify if wiring leads are to be greater than the 6" standard
- NX Lighting Controls™ available with in fixture wireless control module, features dimming and occupancy sensor
- wiSCAPE® available with in fixture wireless control module, features dimming and occupancy sensor. Also available in 7-pin configuration

CERTIFICATIONS
- DLC® (DesignLights Consortium Qualified), with both Premium and Standard Qualified configurations. Please refer to the DLC website for specific product qualifications at http://www.designlights.org
- Listed to UL1598 and CSA C22.2#250.0-24 for wet locations and 40°C ambient temperatures
- 1.5 G rated for ANSI C136.31 high vibration applications
- Fixture is IP65 rated
- Meets IDA recommendations using 3K CCT configuration at 0 degrees of tilt
- This product qualifies as a "designated country construction material" per FAR 52.225-11 Buy American-Construction Materials under Trade Agreements effective 04/23/2020.

WARRANTY
- 5 year warranty

KEY DATA	
Lumen Range	5,000–80,000
Wattage Range	36–600
Efficacy Range (LPW)	92–155
Weight lbs. (kg)	13.7-30.9 (6.2-13.9)

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BEACON design. performance. technology

DATE: LOCATION:
TYPE: PROJECT:
CATALOG #:

VIPER Area/Site

VIPER LUMINAIRE

MICROSTRIKE OPTICS – ORDERING GUIDE

Example: VP–2–320L-145–3K7–2–R–UNV–A3–BLT

CATALOG #

VP																	
Series		**Optic Platform**		**Size**		**Light Engine**		**CCT/CRI**		**Distribution**		**Optic Rotation**		**Voltage**	
VP	Viper	Micro Strike		1	Size 1	160L-35 [4]	5500 Lumens	AP	AP=Amber Phosphor Converted	2	Type 2	BLANK	No Rotation	UNV	120-277V
						160L-50 [4]	7500 Lumens	27K8	2700K, 80 CRI	3	Type 3	L	Optic rotation left	120	120V
						160L-75	10000 Lumens	3K7	3000K, 70 CRI	4F	Type 4 Forward	R	Optic rotation right	208	208V
						160L-100	12500 Lumens	3K8	3000K, 80 CRI	4W	Type 4 Wide			240	240V
						160L-115	15000 Lumens	35K8	3500K, 80 CRI	5QW	Type 5 Square Wide			277	277V
						160L-135	18000 Lumens	3K9	3000K, 90 CRI					347	347V
						160L-160	21000 Lumens	4K7	4000K, 70 CRI					480	480V
				2	Size 2	320L-145	21000 Lumens	4K8	4000K, 80 CRI						
						320L-170	24000 Lumens	4K9	4000K, 90 CRI						
						320L-185	27000 Lumens	5K7	5000K, 70 CRI						
						320L-210	30000 Lumens	5K8	5000K, 80 CRI						
						320L-235	33000 Lumens								
						320L-255	36000 Lumens								
						320L-315 [4]	40000 Lumens								
				3	Size 3	480L-285	40000 Lumens								
						480L-320	44000 Lumens								
						480L-340	48000 Lumens								
						480L-390	52000 Lumens								
						480L-425	55000 Lumens								
						480L-470	60000 Lumens								
				4	Size 4	720L-435	60000 Lumens								
						720L-475	65000 Lumens								
						720L-515	70000 Lumens								
						720L-565 [4]	75000 Lumens								
						720L-600 [4]	80000 Lumens								
						CLO	Custom Lumen Output [1]								

Mounting		Color		Options		Network Control Options	
A	Arm mount for square pole/flat surface (Ø3 Drill Pattern) (Does not include round pole adapter)	BLT	Black Matte Textured	F	Fusing	**NXWS16F**	NX Networked Wireless Enabled Integral NXSMP2-LMO PIR Occupancy Sensor with Automatic Dimming Photocell and Bluetooth Programming [5,6,9]
A_	Arm mount for round pole [2]	BLS	Black Gloss Smooth	2PF	Dual Power Feed	**NXWS40F**	NX Networked Wireless Enabled Integral NXSMP2-HMO PIR Occupancy Sensor with Automatic Dimming Photocell and Bluetooth Programming [5,6,9]
ASQU	Universal arm mount for square pole. Can be used with B3 or S2 Drill Pattern	DBT	Dark Bronze Matte Textured	2DR	Dual Driver	**NXW**	NX Networked Wireless Radio Module NXRM2 and Bluetooth Programming, without Sensor [6,9]
A_U	Universal arm mount for round pole [2]	DBS	Dark Bronze Gloss Smooth	TE	Toolless Entry	**WIR**	wSCAPE® In-Fixture Module [6,8]
AAU	Adjustable arm for pole mounting (universal drill pattern)	GTT	Graphite Matte Textured	BC	Backlight Control [3]	**WIRSC**	wSCAPE® Module and Occupancy Sensor [6,8]
AA_U	Adjustable arm mount for round pole [2]	LGS	Light Grey Gloss Smooth	TB	Terminal Block	**Stand Alone Sensors**	
ADU	Decorative upswept Arm (universal drill pattern)	LGT	Light Grey Gloss Textured			**BTS-14F**	Bluetooth® Programmable, BTSMPI-LMO PIR Occupancy Sensor with Automatic Dimming Photocell and 360° Lens
AD_U	Decorative upswept arm mount for round pole [2]	PSS	Platinum Silver Smooth			**BTS-40F**	Bluetooth® Programmable, BTSMPI-HMO PIR Occupancy Sensor with Automatic Dimming Photocell and 360° Lens
MAF	Mast arm fitter for 2-3/8" OD horizontal arm	WHT	White Matte Textured			**BTSO-12F**	Bluetooth® Programmable, BTSMPI-OMNI-O PIR Occupancy Sensor with Automatic Dimming Photocell and 360° Lens
K	Knuckle	WHS	White Gloss Smooth			**7PR**	7-Pin Receptacle [4]
T	Trunnion	VGT	Verde Green Textured			**7PR-SC**	7-Pin Receptacle with shorting cap [4]
WB	Wall Bracket, horizontal tenon with MAF	**Color Option**				**3PR**	3-Pin twist lock [4]
WM	Wall mount bracket with decorative upswept arm	CC	Custom Color			**3PR-SC**	3-Pin receptacle with shorting cap [4]
WA	Wall mount bracket with adjustable arm					**3PR-TL**	3-Pin PCR with photocontrol [4]
						Programmed Controls	
						ADD	AutoDim Timer Based Dimming [4]
						ADT	AutoDim Time of Day Dimming [4]
						Photocontrols	
						PC	Button Photocontrol [4,7]

1 – Items with a grey background can be done as a custom order. Contact brand representative for more information
2 – Replace "_" with "2" for 2.5"-3.4" OD pole, "3" for 3.5"-4.13" OD pole, "4" for 4.18"-5.25" OD pole, "5" for 5.5"-6.5" OD pole
3 – Networked Controls cannot be combined with other control options
4 – Not available with 2PF option
5 – Not available with Dual Driver option
6 – Some voltage restrictions may apply when combined with controls
7 – Not available with 480V
8 – IEC not available on 4F and type 5 distributions

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CAWLEY ARCHITECTS
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P 602.393.5060
CawleyArchitects.com

100% SET NOT PRELIMINARY NOT FOR CONSTRUCTION
Expires: XX/XX/XX

A NEW FACILITY FOR
AIM RECYCLING BUCKEYE PLANT PHASE 1

S. PALO VERDE RD. SOUTH OF W. BASELINE RD. BUCKEYE, AZ 85326

DATE
PRE-APP SUBMITTAL 08-05-2022
SP REVIEW SUBMITTAL 05-12-2023
SP REVIEW 2ND SBMTL 12-20-2023
SP REVIEW 3RD SBMTL 05-24-2024

DRAWN BY: CRC

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DISCREPANCIES AND CONFLICTS: All discrepancies found in these documents or conflicts between these documents and field conditions shall be reported to Cawley Architects Inc. for resolution before the commencement of the work.

DESIGN CODES
IECC: 2018 NEC: 2017

ELECTRICAL CONTRACTOR SHALL NOTIFY DESIGNER/ENGINEER PRIOR TO ANY DEVIATION FROM THIS SET OF ELECTRICAL DESIGN PLANS. ANY CHANGES TO THE DESIGN, IF APPROVED BY ENGINEER, WILL REQUIRE REVISIONS TO PLANS AND POSSIBLE ADDITIONAL SERVICE FEE.

Project Contact/Designer: CHAD CURRY
Project # 22505
HAWKINS DESIGN GROUP INC.
ELECTRICAL CONSULTING ENGINEERS
1140 WEST HAKWELL ROAD
GILBERT, ARIZONA 85233
PH. 480.813.9000 FAX. 480.813.9001
EMAIL email@hawkinsdg.com
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IF DRAWING IS NOT PLOTTED AT 24 X 36 THEY ARE NOT FULL SIZE

LIGHTING FIXTURE CUTSHEETS

Project: 22082

DR4.0

930

Exhibit L

From: Paul Gilbert <pgilbert@gilbertblilie.com>
Sent: Monday, April 15, 2024 4:33 PM
To: Adam Copeland <acopeland@buckeyeaz.gov>
Cc: richiep@cawleyarchitects.com
Subject: Proposed Buckeye Recycle Facility

You don't often get email from pgilbert@gilbertblilie.com. Learn why this is important

[**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.]

Adam,

I represent Miedema Produce, Inc., owners of the approximately 160 acres located at the SEC of Baseline Road and Bruner Road ("Miedema Property"). My client has recently been made aware of an application to develop the approximately 96 acres located at the SWC of Baseline Road and Palo Verde Road ("AIM Property") as a recycling facility. The AIM Property is located directly east of the Miedema Property.

My client opposes the development of the AIM Property as a recycling facility. We believe that a recycling facility would not be compatible with the vegetable processing facility my client is planning for the Miedema Property; an objection we intend to reiterate through the AIM Property entitlement process.

More importantly, this request does not have the proper zoning required for a recycling facility. We acknowledge that the AIM property is zoned General Commerce (an obsolete zoning district). The Buckeye Development Code has a separate and distinct table of uses for obsolete zoning districts and recycling facility is not listed as a permitted use. However, a recycling facility is listed as a use in the table of uses for current zoning districts, and it is principally permitted in both I-1 and I-2 zoning districts and conditionally permitted in BP. It is not permitted in the General Commerce district. It is a well established principle of land use law that when a use is specifically enumerated in a zoning district, that use will require the exact zoning enumerated in the district. When a use is specifically enumerated as here, a municipality may not justify use a zoning district different than the district in which the use is specified just because analogous uses are allowed in other districts.

Given that General Commerce is an obsolete zoning district, any request to expand the delineated uses to include recycling facility should be denied summarily. The first step in preparing the AIM Property for a recycling facility must be a request to rezone to BP, I-1 or I-2. The rezoning process involves public hearings that will give my client and the general public the opportunity to publicly voice its concerns with the proposed recycling facility. Allowing the AIM Property to bi-pass rezoning and go straight to site plan would be a clear violation of the Buckeye Development Code.

We look forward to your clearing up the entitlement process for the AIM Property, and requiring the subject property be rezoning as mandated by the ordinance.

GILBERT BLILIE PLLC
Paul E. Gilbert

701 North 44th Street | Phoenix, AZ 85008
Direct: 480.429.3002 | Main: 480.429.3000
Email: PGilbert@gilbertblilie.com
Assistant: Claudia Carr | 480.429.3102 | CCarr@gilbertblilie.com

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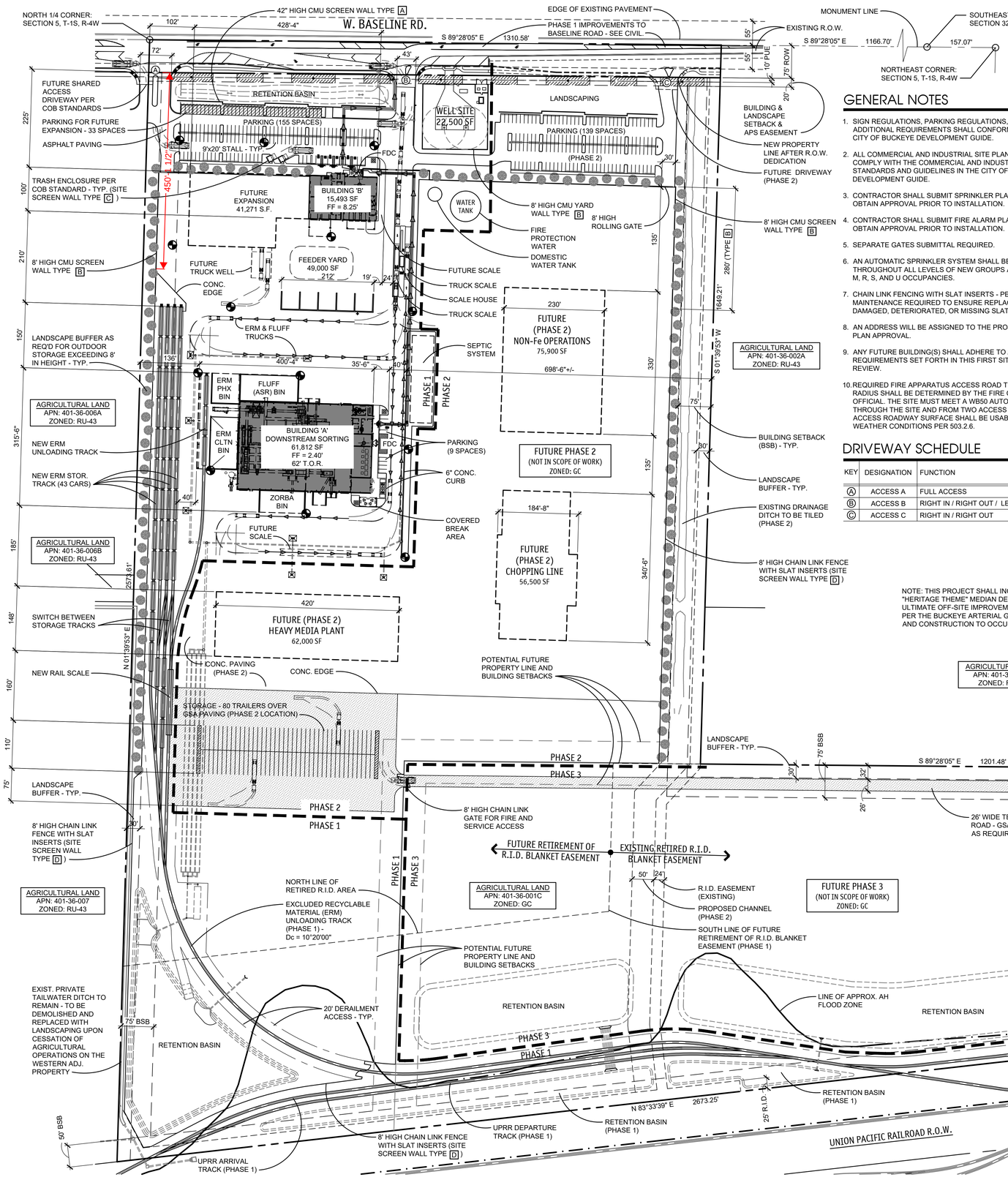
Exhibit F



GENERAL NOTES

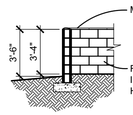
1. SIGN REGULATIONS, PARKING REGULATIONS, AND ADDITIONAL REQUIREMENTS SHALL CONFORM TO THE CITY OF BUCKEYE DEVELOPMENT GUIDE.
2. ALL COMMERCIAL AND INDUSTRIAL SITE PLANS SHALL COMPLY WITH THE COMMERCIAL AND INDUSTRIAL DESIGN STANDARDS AND GUIDELINES IN THE CITY OF BUCKEYE DEVELOPMENT GUIDE.
3. CONTRACTOR SHALL SUBMIT SPRINKLER PLANS AND OBTAIN APPROVAL PRIOR TO INSTALLATION.
4. CONTRACTOR SHALL SUBMIT FIRE ALARM PLANS AND OBTAIN APPROVAL PRIOR TO INSTALLATION.
5. SEPARATE GATES SUBMITTAL REQUIRED.
6. AN AUTOMATIC SPRINKLER SYSTEM SHALL BE INSTALLED THROUGHOUT ALL LEVELS OF NEW GROUPS A, B, E, F, H, I, M, R, S, AND U OCCUPANCIES.
7. CHAIN LINK FENCING WITH SLAT INSERTS - PERIODIC MAINTENANCE REQUIRED TO ENSURE REPLACEMENT OF DAMAGED, DETERIORATED, OR MISSING SLATS.
8. AN ADDRESS WILL BE ASSIGNED TO THE PROJECT AT SITE PLAN APPROVAL.
9. ANY FUTURE BUILDING(S) SHALL ADHERE TO ALL REQUIREMENTS SET FORTH IN THIS FIRST SITE PLAN REVIEW.
10. REQUIRED FIRE APPARATUS ACCESS ROAD TURNING RADIUS SHALL BE DETERMINED BY THE FIRE CODE OFFICIAL. THE SITE MUST MEET A WB50 AUTO-TURN THROUGH THE SITE AND FROM TWO ACCESS POINTS. ACCESS ROADWAY SURFACE SHALL BE USABLE IN ALL WEATHER CONDITIONS PER 503.2.6.

DRIVEWAY SCHEDULE

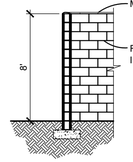
KEY	DESIGNATION	FUNCTION
A	ACCESS A	FULL ACCESS
B	ACCESS B	RIGHT IN / RIGHT OUT / LEFT IN
C	ACCESS C	RIGHT IN / RIGHT OUT

SITE SCREEN WALLS

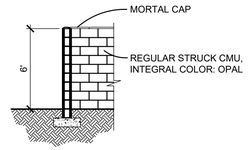
NOTE: INTEGRAL COLOR CMU EQUAL TO OLDCASTLE SUPERLITE PRODUCT LINE.



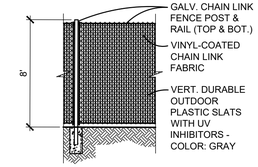
A PARKING SCREEN WALL
- 8x8x16 SMOOTH REGULAR STRUCK CMU



B YARD SCREEN WALL
- 8x8x16 SMOOTH REGULAR STRUCK CMU



C TRASH ENCLOSURE/SCREEN WALL
- 8x8x16 SMOOTH REGULAR STRUCK CMU



D SITE FENCE: CHAIN LINK WITH SLAT INSERTS
- GALVANIZED POSTS AND RAILS
- VINYL-COATED CHAIN LINK FABRIC
- DURABLE PLASTIC SLATS WITH UV INHIBITORS

GENERAL SITE WALL NOTES:

1. PARKING SCREEN WALLS ARE TO BE A MINIMUM OF THREE FEET AND A MAXIMUM OF FOUR FEET ABOVE THE HIGHEST FINISHED GRADE OF THE PARKING AREA OR STREET CURB, WHICHEVER IS HIGHER.
2. PROVIDE STEPPED FOOTINGS PER THE STRUCTURAL DRAWINGS AT SCREEN WALLS IN RETENTION AREAS AS REQUIRED BY THE CIVIL GRADING AND DRAINAGE PLANS.
3. GROUT SOLID ALL CELLS BELOW GRADE.
4. SEE STRUCTURAL DRAWINGS, SC-1, FOR ALL FOOTING AND REINFORCING INFORMATION.
5. COORDINATE OPENINGS AND WEEPS IN BOTTOM OF WALLS WITH CIVIL DRAWINGS.

SITE DATA

PROJECT:	AIM RECYCLING BUCKEYE PLANT PHASE 1
ADDRESS:	SWC OF BASELINE ROAD & PALO VERDE ROAD
OWNER:	AIM RECYCLING PHOENIX LLC 3411 SILVERSIDE ROAD TATNALL BUILDING, #104 WILMINGTON (NEW CASTLE), DELAWARE 19810
SCOPE:	A NEW INDUSTRIAL FACILITY
LEGAL DESCRIPTION:	SEE CIVIL
ASSESSOR PARCEL NO.:	401-36-001C
ZONING:	'GC' GENERAL COMMERCE (OBSOLETE ZONING DISTRICT)
SITE AREA (GROSS):	4,177,386 SF +/- (95.9 ACRES +/-)
SITE AREA (NET):	4,018,506 SF +/- (92.3 ACRES +/-)
PHASE 1 (GROSS):	1,927,885 SF +/- (44.3 ACRES +/-)
PHASE 1 (NET):	1,829,592 SF +/- (42.0 ACRES +/-)
BUILDING FOOTPRINTS:	312,976 SF +/-
PHASE 1:	77,305 SF
MAX. LOT COVERAGE:	50%
LOT COVERAGE:	7.8% +/-
PHASE 1:	4.2%
LANDSCAPE AREA:	251,318 SF (PHASE 1)
LANDSCAPE COVERAGE:	13.7% (PHASE 1) - 10% MIN. REQ'D.
OCCUPANCY:	B / F-1 / S-1
CONSTRUCTION TYPE:	II-B WITH A.F.E.S.
PROPOSED BLDG. HGT:	
BUILDING 'B':	39 FEET T.O. PARAPET
BUILDING 'A':	62 FEET T.O. RIDGE
ALLOWED HEIGHT:	55 FEET + 1' PER 3' ADD'L S.B.
STORIES:	TWO (ONE + MEZZANINE)
ROOF SLOPE:	1/2" PER FOOT MINIMUM
ROOF SCREENING HGT:	50" MAX.

PARKING CALCULATIONS

BUILDING AREA CALCULATIONS (PHASE 1 ONLY)

OCCUPANCY	1ST FLOOR	2ND FLOOR	TOTALS
OFFICE	6,153 S.F.	-	6,153 S.F.
WAREHOUSE	71,152 S.F.	1,200 S.F.	72,352 S.F.
TOTAL:	77,305 S.F.	1,200 S.F.	78,505 S.F.

REQUIRED PARKING CALCULATIONS (PHASE 1 ONLY)

OCCUPANCY	S.F.	FACTOR	TOTAL
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PARKING PROVIDED (PHASE 1)	
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TOTAL ACCESSIBLE SPACES	7
TOTAL EV SPACES (MIN. 5% OF REQUIRED)	6
TOTAL SPACES ON-SITE (PHASE 1)	131

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LEGEND

- PROPERTY LINE
- SETBACK LINE
- EASEMENT LINE
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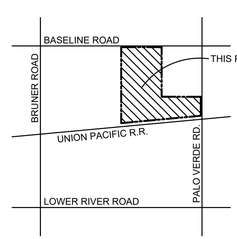
- 6" CURB
- SITE WALL
- GSA PAVING
- PAINT STRIPING ON PAVEMENT
- FDC — FIRE DEPARTMENT CONNECTION
- FIRE RISER
- A — SITE WALL TYPE
- NEW FIRE HYDRANT
- ACCESSIBLE ROUTE / PATH OF TRAVEL
- PRIMARY TRUCK FLOW ONSITE

VICINITY MAP

N.T.S.



MASTER SITE PLAN

1" = 120'-0"

0 60 120 240

CAWLEY ARCHITECTS
730 N. 52nd St. Ste. 203
Phoenix, Arizona 85008
P 602.393.5060
CawleyArchitects.com

REGISTERED ARCHITECT — INDIVIDUAL STATE NO. — 26784 — PAUL F. DEVERS, JR. — Date Signed [illegible] — ARIZONA, U.S.A.

A NEW FACILITY FOR
AIM RECYCLING BUCKEYE PLANT PHASE 1

SWC OF W. BASELINE ROAD AND S. PALO VERDE ROAD
BUCKEYE, AZ 85326

DATE

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DRAWN BY: RP

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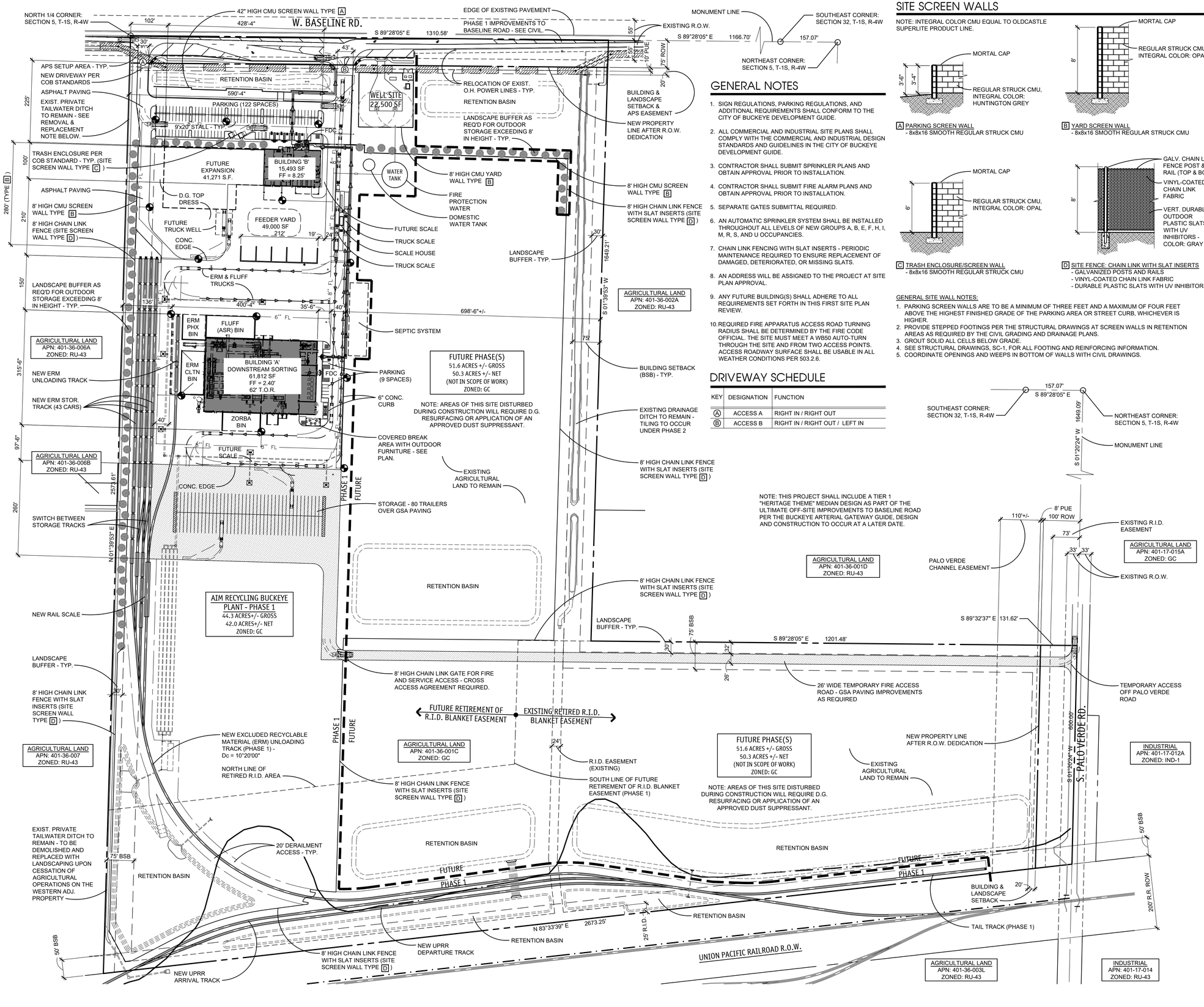
MASTER SITE PLAN

Project: 22082

A1.0

933



GENERAL NOTES

1. SIGN REGULATIONS, PARKING REGULATIONS, AND ADDITIONAL REQUIREMENTS SHALL CONFORM TO THE CITY OF BUCKEYE DEVELOPMENT GUIDE.
2. ALL COMMERCIAL AND INDUSTRIAL SITE PLANS SHALL COMPLY WITH THE COMMERCIAL AND INDUSTRIAL DESIGN STANDARDS AND GUIDELINES IN THE CITY OF BUCKEYE DEVELOPMENT GUIDE.
3. CONTRACTOR SHALL SUBMIT SPRINKLER PLANS AND OBTAIN APPROVAL PRIOR TO INSTALLATION.
4. CONTRACTOR SHALL SUBMIT FIRE ALARM PLANS AND OBTAIN APPROVAL PRIOR TO INSTALLATION.
5. SEPARATE GATES SUBMITTAL REQUIRED.
6. AN AUTOMATIC SPRINKLER SYSTEM SHALL BE INSTALLED THROUGHOUT ALL LEVELS OF NEW GROUPS A, B, E, F, H, I, M, R, S, AND U OCCUPANCIES.
7. CHAIN LINK FENCING WITH SLAT INSERTS - PERIODIC MAINTENANCE REQUIRED TO ENSURE REPLACEMENT OF DAMAGED, DETERIORATED, OR MISSING SLATS.
8. AN ADDRESS WILL BE ASSIGNED TO THE PROJECT AT SITE PLAN APPROVAL.
9. ANY FUTURE BUILDING(S) SHALL ADHERE TO ALL REQUIREMENTS SET FORTH IN THIS FIRST SITE PLAN REVIEW.
10. REQUIRED FIRE APPARATUS ACCESS ROAD TURNING RADIUS SHALL BE DETERMINED BY THE FIRE CODE OFFICIAL. THE SITE MUST MEET A WB50 AUTO-TURN THROUGH THE SITE AND FROM TWO ACCESS POINTS. ACCESS ROADWAY SURFACE SHALL BE USABLE IN ALL WEATHER CONDITIONS PER 503.2.6.

DRIVEWAY SCHEDULE

KEY	DESIGNATION	FUNCTION
A	ACCESS A	RIGHT IN / RIGHT OUT
B	ACCESS B	RIGHT IN / RIGHT OUT / LEFT IN

SITE SCREEN WALLS

NOTE: INTEGRAL COLOR CMU EQUAL TO OLDCASTLE SUPERLITE PRODUCT LINE.

A PARKING SCREEN WALL
- 8x8x16 SMOOTH REGULAR STRUCK CMU

B YARD SCREEN WALL
- 8x8x16 SMOOTH REGULAR STRUCK CMU

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ASSESSOR PARCEL NO.:	401-36-001C
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STORIES:	TWO (ONE + MEZZANINE)
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ROOF SCREENING HGT:	50" MAX.

PARKING CALCULATIONS

BUILDING AREA CALCULATIONS (PHASE 1 ONLY)

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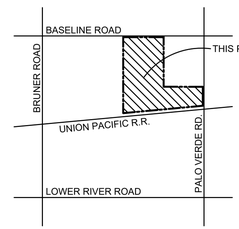
VICINITY MAP

N.T.S.



SITE PLAN - PHASE 1

1" = 120'-0"

0 60 120 240

CAWLEY ARCHITECTS
730 N. 52nd St. Ste. 203
Phoenix, Arizona 85008
P 602.393.5060
CawleyArchitects.com

REGISTERED ARCHITECT — CERTIFICATE NO. 26784 — PAUL F. DEVERS, JR. — Date Signed 11/08/2024 — ARIZONA, U.S.A.

A NEW FACILITY FOR
AIM RECYCLING BUCKEYE PLANT PHASE 1

SWC OF W. BASELINE ROAD AND S. PALO VERDE ROAD
BUCKEYE, AZ 85326

DATE

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DRAWN BY: RP

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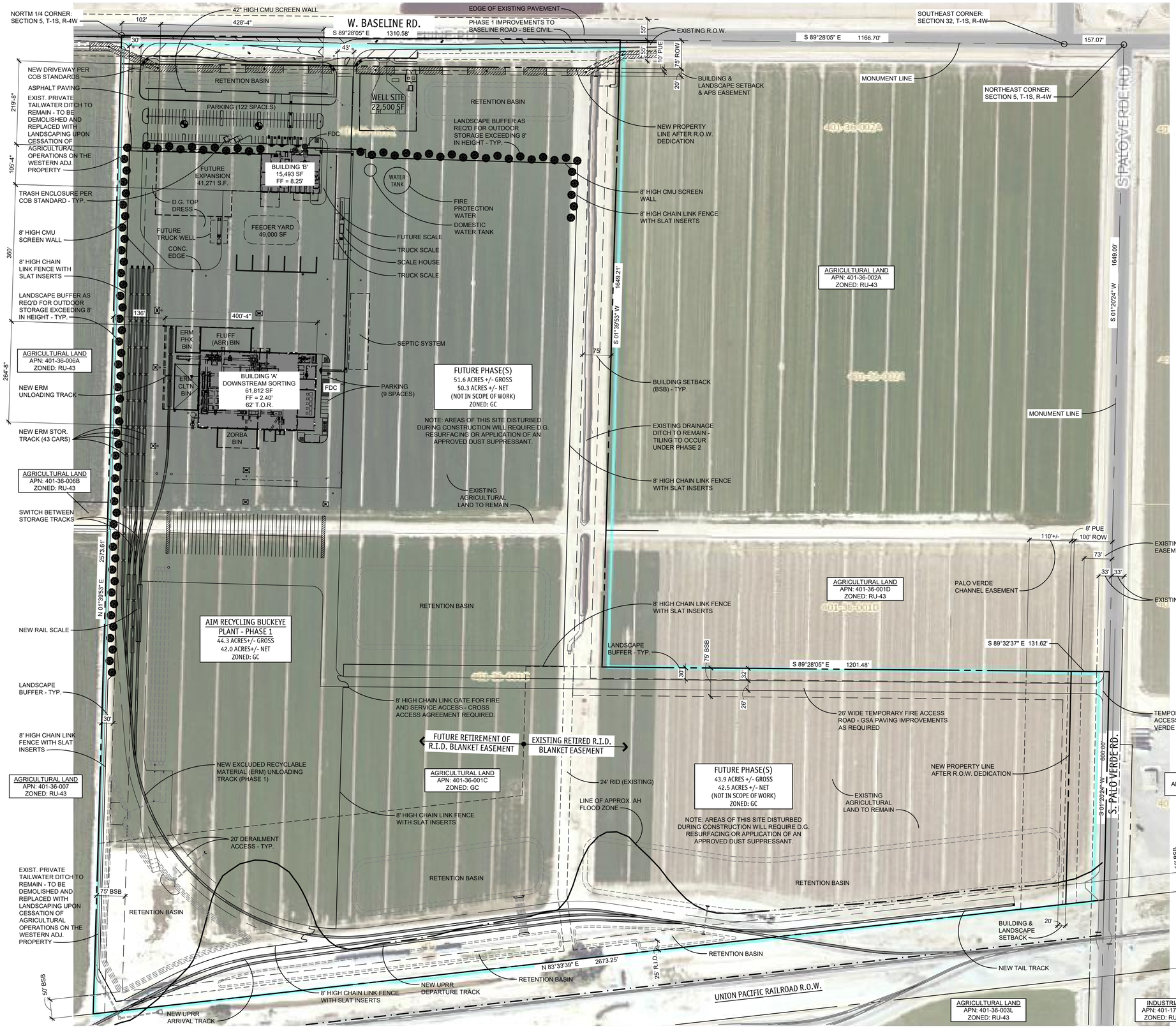
SITE PLAN - PHASE 1

Project: 22082

A1.1



SITE DATA

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PHASE 1:	4.2%
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OCCUPANCY:	B / F-1 / S-1
CONSTRUCTION TYPE:	II-B WITH A.F.E.S.
PROPOSED BLDG. HGT:	
BUILDING 'B':	39 FEET T.O. PARAPET
BUILDING 'A':	62 FEET T.O. RIDGE
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STORIES:	TWO (ONE + MEZZANINE)
ROOF SLOPE:	1/2" PER FOOT MINIMUM
ROOF SCREENING HGT:	50" MAX.

PARKING CALCULATIONS

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LEGEND

- PROPERTY LINE
- SETBACK LINE
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- CAR OVERHANG
- 6" CURB
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- GSA PAVING
- PAINT STRIPING ON PAVEMENT
- FDC — FIRE DEPARTMENT CONNECTION
- FIRE RISER
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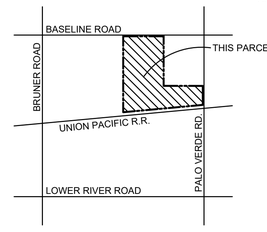
VICINITY MAP

N.T.S.



PHASE 1 SITE PLAN WITH COLOR AERIAL

1" = 120'-0"

0 60 120 240

N

CAWLEY ARCHITECTS
730 N. 52nd St. Ste. 203
Phoenix, Arizona 85008
P 602.393.5060
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REGISTERED ARCHITECT
STATE OF ARIZONA
26784
PAUL F. DEVERS, JR.
Date Signed 07/03/2024
ARIZONA, U.S.A.

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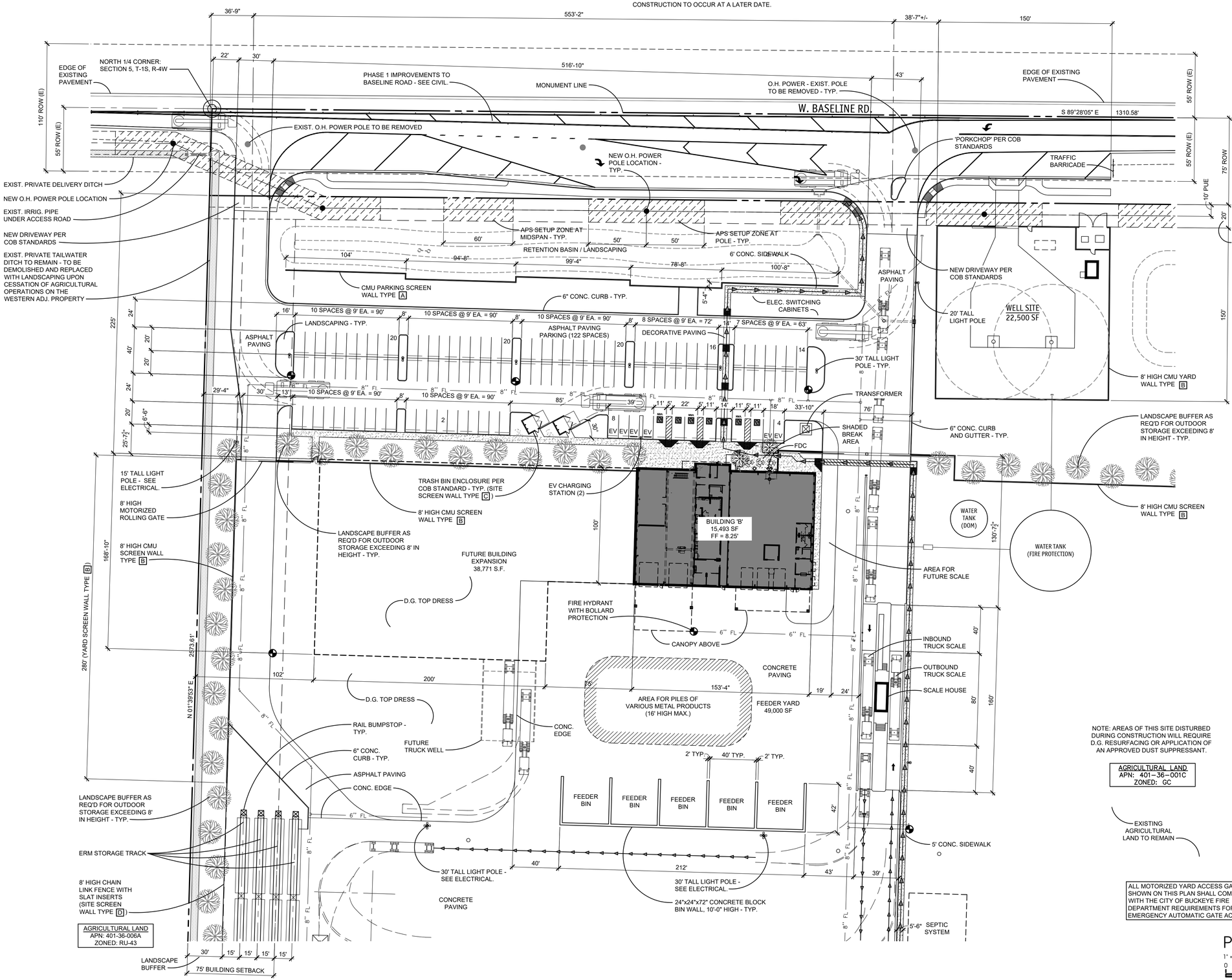
PHASE 1 SITE PLAN WITH COLOR AERIAL

Project: 22082

A1.2



PHASE 1 PARTIAL SITE PLAN

1" = 40'-0"

0 20 40 80

SITE DATA

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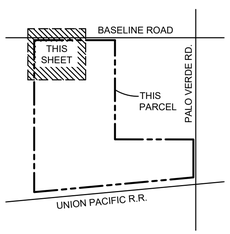
- PRIMARY TRUCK FLOW ONSITE

KEY MAP

N.T.S.



CAWLEY ARCHITECTS
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Phoenix, Arizona 85008
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CawleyArchitects.com
REGISTERED ARCHITECT
26784
PAUL F. DEVERS, JR.
Not Signed Without Seal
ARIZONA, U.S.A.

A NEW FACILITY FOR
AIM RECYCLING BUCKEYE PLANT PHASE 1

SWC OF W. BASELINE ROAD AND S. PALO VERDE ROAD BUCKEYE, AZ 85326

DATE

PRE-APP SUBMITTAL 08-05-2022
SP REVIEW SUBMITTAL 05-12-2023
SP REVIEW 2ND SBMTL 12-20-2023
SP REVIEW 3RD SBMTL 05-24-2024
SP REVIEW 4TH SBMTL 07-03-2024

DRAWN BY: RP

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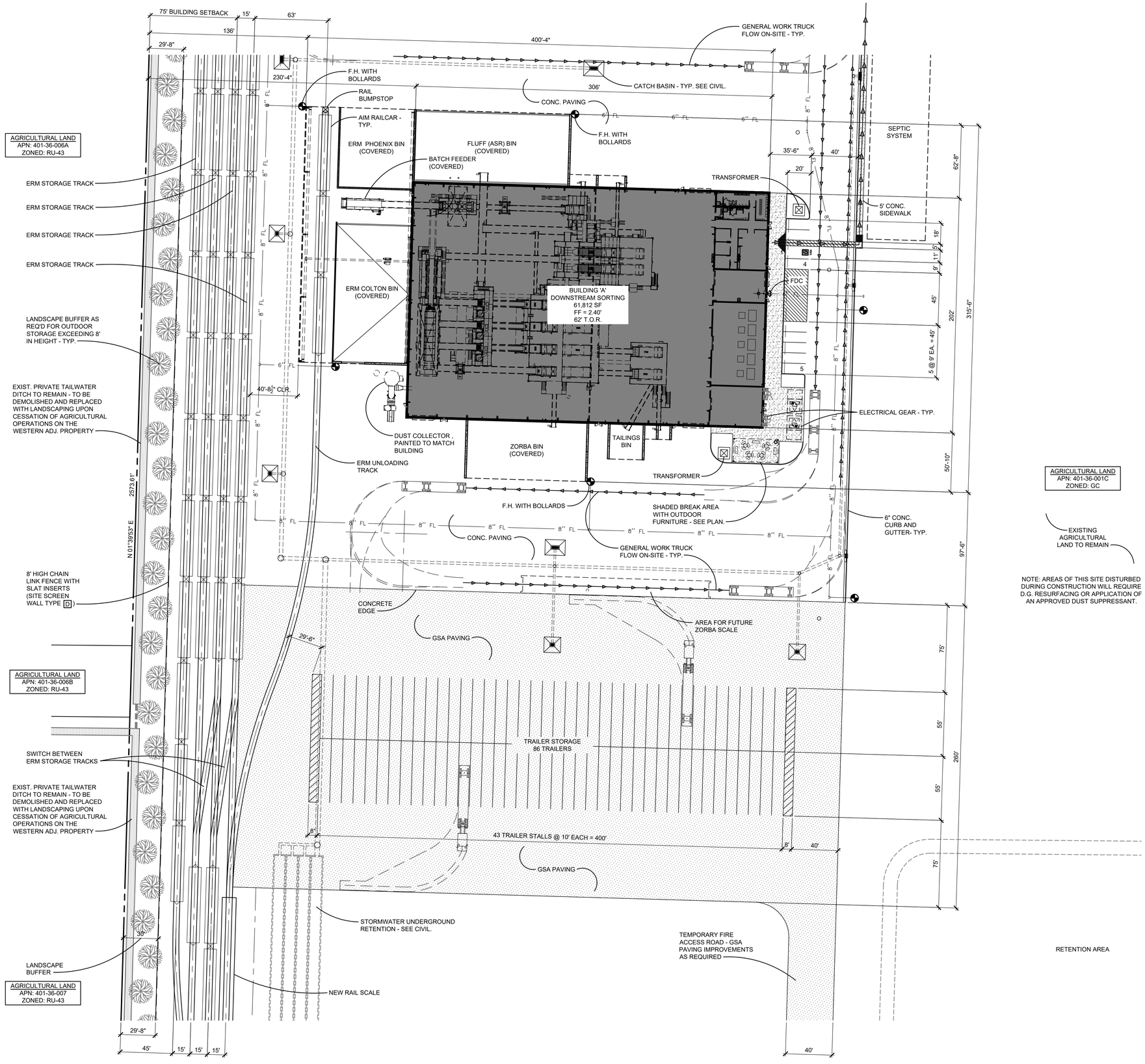
PHASE 1 PARTIAL SITE PLAN

Project: 22082

A1.3



SITE DATA

PROJECT:	AIM RECYCLING BUCKEYE PLANT PHASE 1
ADDRESS:	SWC OF BASELINE ROAD & PALO VERDE ROAD
OWNER:	AIM RECYCLING PHOENIX LLC 3411 SILVERSIDE ROAD TATNALL BUILDING, #104 WILMINGTON (NEW CASTLE), DELAWARE 19810
SCOPE:	A NEW INDUSTRIAL FACILITY
LEGAL DESCRIPTION:	SEE CIVIL
ASSESSOR PARCEL NO.:	401-36-001C
ZONING:	'GC' GENERAL COMMERCE (OBSOLETE ZONING DISTRICT)
SITE AREA (GROSS):	4,177,386 SF +/- (95.9 ACRES +/-)
SITE AREA (NET):	4,018,506 SF +/- (92.3 ACRES +/-)
PHASE 1 (GROSS):	1,927,885 SF +/- (44.3 ACRES +/-)
PHASE 1 (NET):	1,829,592 SF +/- (42.0 ACRES +/-)
BUILDING FOOTPRINTS:	312,976 SF +/-
PHASE 1:	77,305 SF
MAX. LOT COVERAGE:	50%
LOT COVERAGE:	7.8% +/-
PHASE 1:	4.2%
LANDSCAPE AREA:	251,318 SF (PHASE 1)
LANDSCAPE COVERAGE:	13.7% (PHASE 1) - 10% MIN. REQ'D.
OCCUPANCY:	B / F-1 / S-1
CONSTRUCTION TYPE:	II-B WITH A.F.E.S.
PROPOSED BLDG. HGT:	
BUILDING 'B':	39 FEET T.O. PARAPET
BUILDING 'A':	62 FEET T.O. RIDGE
ALLOWED HEIGHT:	55 FEET + 1' PER 3' ADD'L S.B.
STORIES:	TWO (ONE + MEZZANINE)
ROOF SLOPE:	1/2" PER FOOT MINIMUM
ROOF SCREENING HGT:	50" MAX.

PARKING CALCULATIONS

BUILDING AREA CALCULATIONS (PHASE 1 ONLY)

OCCUPANCY	1ST FLOOR	2ND FLOOR	TOTALS
OFFICE	6,153 S.F.	-	6,153 S.F.
WAREHOUSE	71,152 S.F.	1,200 S.F.	72,352 S.F.
TOTAL:	77,305 S.F.	1,200 S.F.	78,505 S.F.

REQUIRED PARKING CALCULATIONS (PHASE 1 ONLY)

OCCUPANCY	S.F.	FACTOR	TOTAL
OFFICE	6,153	1/350	18
WAREHOUSE	72,352	1/1500	49
TOTAL:			67

PARKING PROVIDED (PHASE 1)

TOTAL REGULAR SPACES	118
TOTAL ACCESSIBLE SPACES	7
TOTAL EV SPACES (MIN. 5% OF REQUIRED)	6
TOTAL SPACES ON-SITE (PHASE 1)	131

NOTE: PARKING FOR FUTURE BUILDING EXPANSION AND FUTURE PROJECT PHASES WILL BE PROVIDED AS REQUIRED.

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LEGEND

- PROPERTY LINE
- SETBACK LINE
- EASEMENT LINE
- CAR OVERHANG
- 6" CURB
- SITE WALL
- A.B. PAVING
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- FDC — FIRE DEPARTMENT CONNECTION
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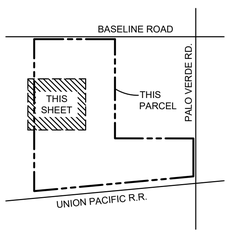

PHASE 1 PARTIAL SITE PLAN

1" = 40'-0"

0 20 40 80

N

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Phoenix, Arizona 85008
P 602.393.5060
CawleyArchitects.com

REGISTERED ARCHITECT
CERTIFICATE NO.
26784
PAUL F. DEVERS, JR.
Date Signed 11/08/2024
ARIZONA, U.S.A.

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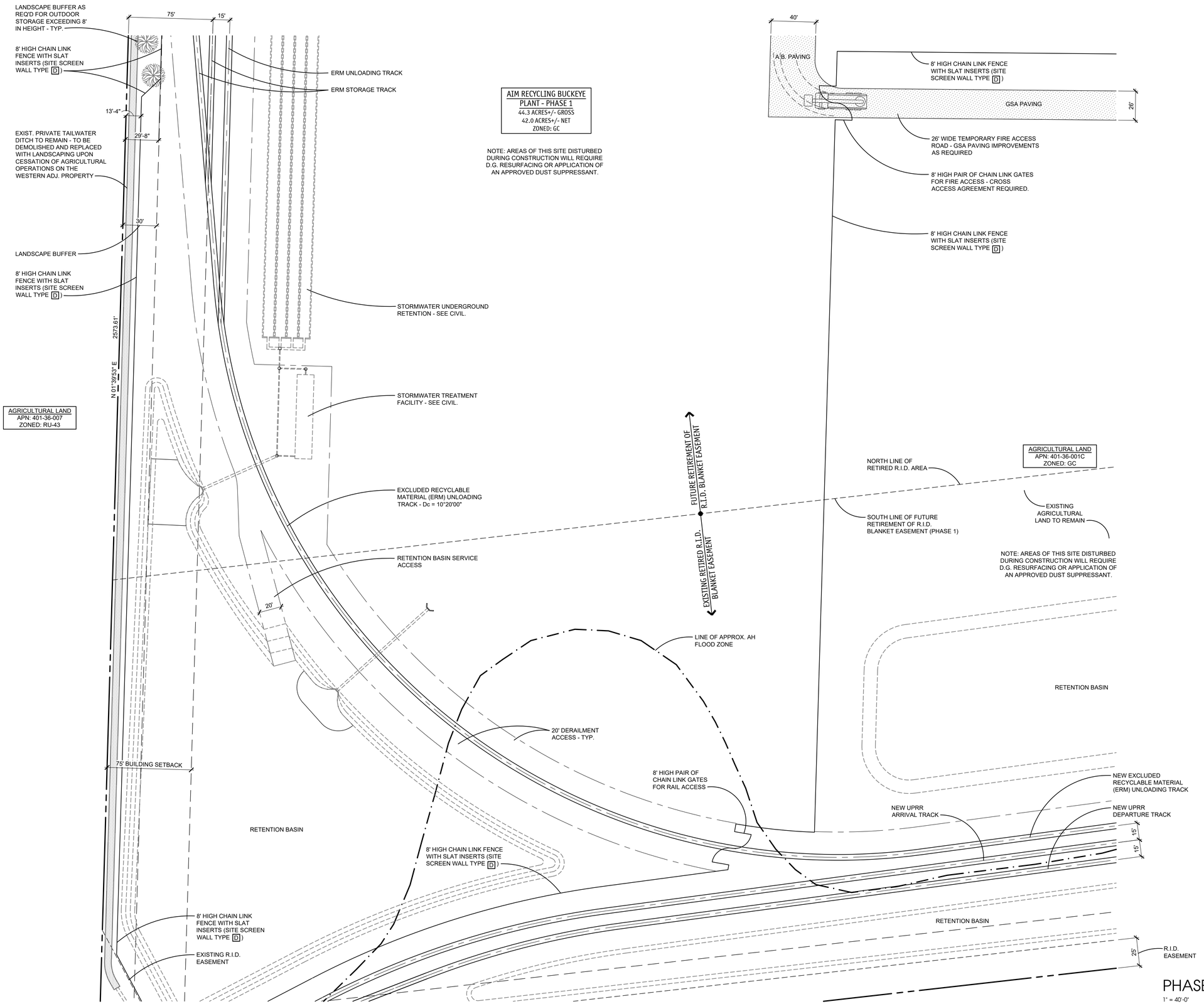
Project: 22082

A1.4



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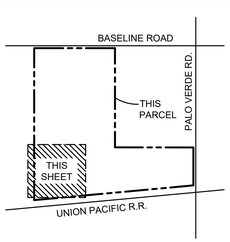

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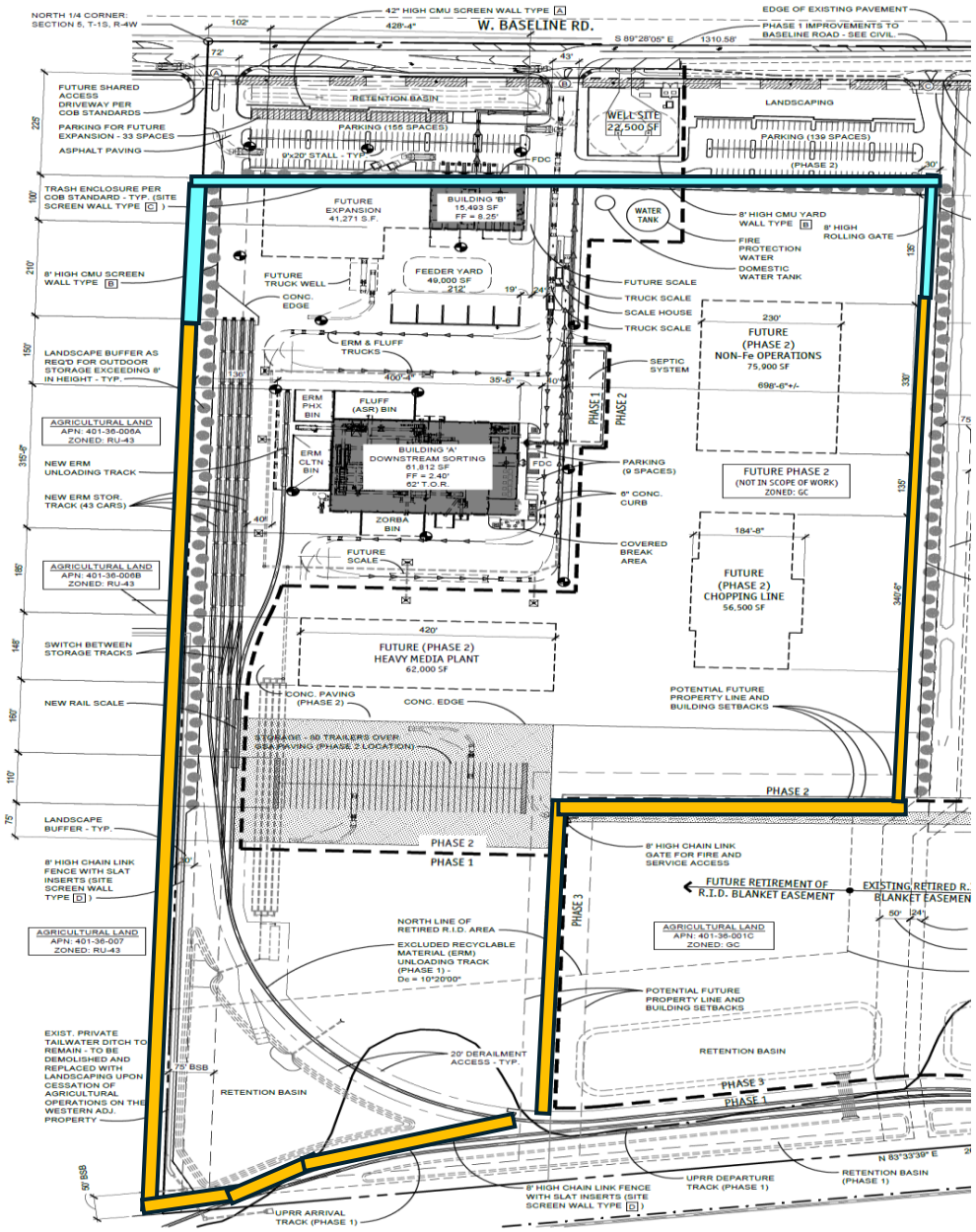
PHASE 1 PARTIAL SITE PLAN

Project: 22082

A1.5

938

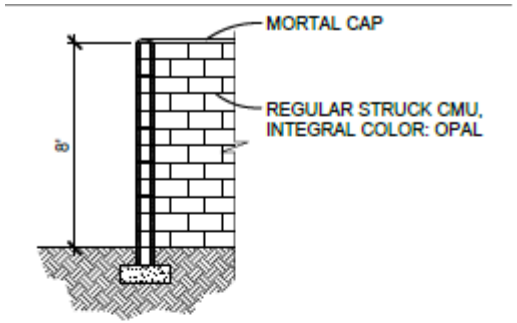
Exhibit G



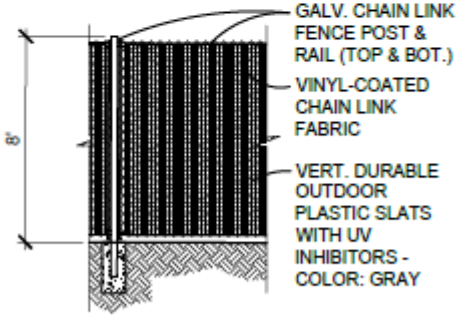
	8-FOOT-TALL CMU WALL
	8-FOOT-TALL VINYL COATED CHAIN LINK FENCE WITH PRIVACY SLATS

Where adjacent to Miedema property line:

- 280 LF OF 8’ HIGH CMU SCREEN WALL TYPE
- APPROXIMATELY 1900 LF OF 8’ HIGH CHAIN LINK FENCE WITH WLAT INSERTS



B YARD SCREEN WALL
- 8x8x16 SMOOTH REGULAR STRUCK CMU



D SITE FENCE: CHAIN LINK WITH SLAT INSERTS
- GALVANIZED POSTS AND RAILS
- VINYL-COATED CHAIN LINK FABRIC
- DURABLE PLASTIC SLATS WITH UV INHIBITORS

Exhibit H

From: Kurt Waldier
To: Ken Galica
Cc: Tosca G. Henry; Scott McCoy; Adam Copeland; Brian Craig
Subject: RE: Appeal of AIM Site Plan
Date: Tuesday, October 8, 2024 4:18:16 PM
Attachments: image001.png
image002.png

[**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.]

Hi Ken,

You are correct that we are not taking a position that the approved site plan necessarily conflicts with any specific code provision that a 8-foot CMU wall is required as opposed to the proposed chain link fence with privacy slats. However, part of the general intent of the Industrial Building Standards and Guidelines in Section 5.9 of Buckeye's Development Code is to "protect adjacent uses." So it is our position that the adjacent use is not being adequately protected with a simple chain link fence with privacy slats, and are requesting that the chain link fence along the western boundary of the AIM Recycling facility be replaced with a solid CMU wall to provide the necessary protection for the adjacent use as a future food packaging plant in the City of Buckeye.

Let me know if you have any additional questions. I'd be happy to discuss this appeal request further with you.

Kurt Waldier, AICP
Planning Consultant
GILBERT BLILIE PLLC
701 N. 44th Street | Phoenix, AZ 85008
Direct: 480.429.3061 | Main: 480.429.3000
Email: kwaldier@gilbertblilie.com
Assistant: Elizabeth Finefrock 480.429.3077 | efinefrock@gilbertblilie.com

---

From: Ken Galica <kgalica@buckeyeaz.gov>
Sent: Monday, October 7, 2024 2:41 PM
To: Kurt Waldier <kwaldier@gilbertblilie.com>
Cc: Tosca G. Henry <thenry@buckeyeaz.gov>; Scott McCoy <smccoy@buckeyeaz.gov>; Adam Copeland <acopeland@buckeyeaz.gov>; Brian Craig <bcraig@buckeyeaz.gov>
Subject: Appeal of AIM Site Plan

Hi Kurt,

After reviewing your appeal letter, it doesn't appear as though you are taking a position that the approved site plan conflicts with any code provision requiring a solid masonry wall along AIM's west property line.

In order for me to correctly capture the basis for your appeal in my staff report to Council, can you confirm that the appeal is solely based upon your client's preference rather than a belief that a particular code provision hasn't correctly been applied?

https://www.buckeyeaz.gov/"
style='position:absolute;margin-left:5.85pt;margin-top:15.75pt;width:84.65pt;height:36.75pt;z-index:-251657216;visibility:visible;mso-wrap-style:square;mso-width-percent:0;mso-height-percent:0;mso-wrap-distance-left:9pt;mso-wrap-distance-top:0;mso-wrap-distance-right:9pt;mso-wrap-distance-bottom:0;mso-position-horizontal:absolute;mso-position-horizontal-relative:text;mso-position-vertical:absolute;mso-position-vertical-relative:text;mso-width-percent:0;mso-height-percent:0;mso-width-relative:margin;mso-height-relative:margin'
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Ken Galica
Planning Manager
Development Services Department
(623) 349-6214



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Exhibit I

Quarles

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Fax 602.229.5690
www.quarles.com

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Indianapolis
Madison
Milwaukee
Naples
Phoenix
Scottsdale
Tampa
Tucson
Washington, D.C.

Benjamin W. Graff
Direct Dial: (602) 229-5696
E-Mail: Benjamin.Graff@Quarles.com

October 21, 2024

VIA EMAIL:

Buckeye City Council and Mayor
Attn: Buckeye City Attorney Scott McCoy
Ken Galica, Planning Manager
Buckeye, Arizona, 85326

Re: AIM Recycling Phoenix, LLC's Response to Miedema Produce Inc.'s Appeal of PLZSP-23-00017, Filed September 30, 2024, to Be Heard by the Buckeye City Council on November 5, 2024, via PLZM-24-0092.

Honorable Mayor Orsborn and Members of the Buckeye City Council:

Quarles & Brady LLP ("**Quarles**") represents AIM Recycling Phoenix, LLC ("**AIM**"). Cawley Architects ("**Cawley**") serves as the architecture and design professionals for AIM's site plan application. AIM, Quarles, and Cawley may be referred to together herein as "**We**" or the "**Applicant**".

As discussed below, the City of Buckeye (**"City"**) provided site plan approval to AIM to develop a large-scale metal recycling operation (the "**Proposed Development**") on AIM's property located Southwest of the SWC of Baseline Road and Palo Verde Road on Assessor's Parcel Number 401-36-001C (the "**Property**").

AIM received a 4-1 approval of phase 1 of its site plan from the City of Buckeye Planning and Zoning Commission ("**PZC**") on September 10, 2024, in case number PLZSP-23-00017 (the "**Site Plan Approval**"). The City provides interested parties twenty days to file an appeal against a decision made by the PZC.

Attorney Paul Gilbert of Gilbert Blilie PLLC ("**Mr. Gilbert**") represents a neighboring property owner Miedema Produce, Inc., ("**Miedema**"). *See* "Map Exhibits" attached at **Tab A**. On September 30, 2024, Mr. Gilbert formally appealed the City's approval of AIM's site plan (the

"**Appeal Letter**"). Miedema and Mr. Gilbert are sometimes referred to herein together or separately as the "**Appellant**".

We submit this "**Response Letter**" to refute and respond to the contentions made in the Appeal Letter filed by the Appellant.

I. Background and Timeline of Events

AIM has invested substantial time and resources into purchasing the subject Property and securing Site Plan Approval for its Proposed Development. AIM has made numerous revisions to the site plan and engaged in good faith discussions with Appellant along the way.

AIM held its site plan pre-application with City staff back in August of 2022 after two years of searching Arizona for the perfect property for its Proposed Development.

Since that initial meeting in 2022, AIM has worked closely with City staff to confirm the Proposed Development is permitted by right. AIM received this confirmation by obtaining a zoning verification letter from City staff on January 12, 2023, before purchasing the property later that month.

AIM has also worked diligently with City Staff to ensure that the Cawley architect and design team addressed every site plan comment from various City departments, making sure that their site plan complies with all applicable provisions of the Development Code of the City of Buckeye, Arizona (the "**Development Code**") and engineering design standards.

AIM's site plan underwent four separate review cycles and substantial revisions in coordination with City Development Services and Engineering Departments over a year and a half. The site plan that will be presented to Buckeye City Council was the result of years of hard work and collaboration with City staff.

Following staff's diligent review, City staff confirmed that AIM's site plan complies with all applicable Development Code development and design standards. The City Staff Report released on September 10, 2024, states that the site plan "meets or exceeds" all City requirements and the "site layout and building elevations meet the Industrial Building Standards and Guidelines section of the Development Code"

The below table outlines relevant milestones in the last six months since the Appellant initiated its opposition to the site plan, which led to the Appeal Letter. The timeline, and this response in general, highlights misleading tactics used by the Appellant, causing undue burden and hardship to AIM.

TABLE A: Timeline of Events Leading to Appeal Letter

Date	Event Description
March 29, 2024	Appellant leaves AIM a voicemail and states the Property does not have the proper zoning (an unfounded statement contrary to the conclusions of the Buckeye City Attorney's Office and City Staff).
April 16, 2024	City staff explains to Appellant that AIM's use is permitted by right in the General Commerce ("**GC**") zoning district as clearly confirmed by the ZVL on January 12, 2023.
May 17, 2024	Quarles has meeting with Appellant. Appellant recommends substantial changes to site plan that would cause an entire reconfiguration of the site plan. Appellant demands a 10-foot solid CMU wall between the properties while only a chain-link fence is required by code, and also demands changes to building configurations, location of retention basins, and removal of all landscaping required by City Ordinance along the western boundary of AIM's Property. Appellant contends, in particular, the CMU wall and removal of landscaping is necessary to stop "pests" from coming onto Appellant's property. Appellant also continues to falsely contend AIM's Proposed Development is an unpermitted land use.
June 3, 2024	Architecture team submits site plan to the City for 3rd review.
July 30, 2024	First draft of site plan stipulations received.
August 27, 2024	Applicant provides Appellant with AIM's final Site Plan.
September 3, 2024	Buckeye and Applicant agree to Site Plan stipulations.
September 6, 2024	AIM, Applicant, and Quarles meet with Councilmember Youngker, City Attorney Scott McCoy, Ken Galica, and Appellant. Appellant suddenly requests that AIM provide Appellant with a rail connection for first time, and states that such a concession would go a long way toward mitigating Appellant's other concerns.
September 9, 2024	AIM offers to split the cost with Appellant to construct 1,976 additional lineal feet of 8-foot-tall CMU wall. (the "**Original Offer**").
September 10, 2024	Appellant rejects AIM's Original Offer for the first time and opposes AIM's site plan approval at PZC. AIM receives a 4-1 approval at City of Buckeye PZC for its site plan.

	After receiving Site Plan Approval, Quarles communicates to Appellant that the Original Offer is still on the table.
September 12, 2024	Quarles meets with Appellant and re-offers the Original Offer. No changes were made to the Original Offer that was made on September 9, 2024.
September 13- 26, 2024	AIM and Quarles receive no communication from Appellant.
Friday, September 27 at 6:00 PM.	Appellant calls Quarles to reject the Original Offer. Appellant proposes a nonsensical counteroffer wherein Appellant would not contribute financially toward the cost of constructing the CMU wall. (the "**Counteroffer**"). Instead, AIM would now be 100% financially responsible for building only half of the originally requested wall, still leaving the remaining half of the division between the properties with a chain-link fence. This would cost AIM approximately $300,000.
Monday, September 30	**12:35 PM:** AIM declines Appellant's Counteroffer. **3:45 PM:** Appellant requests that AIM re-offer the Original Offer. Appellant does not have the necessary authorization from Miedema to accept AIM's Original Offer. **4:00 PM:** AIM declines to re-open the Original Offer. **4:38 PM:** Appellant files Appeal Letter with City. **5:00 PM:** City deadline for Appellant to file appeal.
November 5, 2024	Buckeye City Council hearing for appeal of AIM's Site Plan Approval.

II. Quarles' Response to Appellant's Arguments Made in the Appeal Letter

A. APPELLANT PROVIDES NO EVIDENCE FOR THE NECESSITY OF A CMU WALL ALONG AIM'S WESTERN BOUNDARY AND APPELLANT'S PAST ACTIONS BRING THE NECESSITY OF THIS REQUEST INTO QUESTION.

The crux of Appellant's argument is that AIM's proposed recycling facility poses a threat to Miedema's future development of a packaging plant. The Appellant states that in order to avoid the alleged adverse effects of AIMs recycling facility adjacent to the Miedema property, AIM must provide 1,976 lineal feet of additional CMU wall above what is required by the Development Code and what is reflected in the Site Plan Approval.

Appellant provides only one example to support its argument, citing concerns about "potential increased harborage of rodents and pests." However, we find no substantial basis for this concern within AIM's Site Plan Approval or FDA regulations. Furthermore, past conversations with Appellant suggest its concern centers on potential negative impacts on hypothetical FDA inspections for Miedema's packaging plant.

FDA regulations, including the Food Safety Modernization Act (FSMA) and 21 CFR 112, provide no mandate for a masonry wall as a condition for compliance with food safety standards. The only pest control requirement in these regulations is within the interior of food processing facilities, as stated in 21 CFR 112.128.

Furthermore, Appellant's Counteroffer causes us to question if Appellant truly believes that AIM's entire western boundary must have a CMU wall in order for its property to be protected. The content of the Counteroffer made by Appellant reduced the additional CMU wall by half (from 1976 to 1000), while removing Appellant's financial obligations to split the costs with AIM. *See* "Offer Visuals" attached at **Tab B**. Most notably, Appellant's Counteroffer leaves at least 976 feet of the property line divided by only a chain-link fence, which Appellant previously claimed would encourage the transit of "pests."

Lastly, a simple search of Miedema's other operations in both Surprise, Arizona and Hudsonville, Michigan reveal that neither operation is screened with CMU walls. Rather, they are screened with either barbed wire or a simple ***unslatted chain link fence.*** *See* "Miedema Operations Screening" attached at **Tab C**. This brings into further question why Miedema would be so focused on imposing such an expensive and unnecessary site improvement and whether the original intent of this price tag was to create leverage in pushing AIM toward providing a rail connection.

Appellant provides no justification as to why its future business operations in unincorporated Maricopa County requires additional screening from neighbors.

B. APPELLANT STRONGLY MISCHARACTERIZES THE NATURE OF THE INTERACTIONS THAT APPLICANT HAS HAD WITH APPELLANT AS WELL AS THE REASONABLENESS OF PAST REQUESTS.

Appellant claims that it made "multiple reasonable requests" to mitigate the effects of AIM's facility, but it's first request was to outright prohibit the Proposed Development and halt the site plan approval process entirely, which was unreasonable and not supported by the law or the Buckeye Zoning Ordinance.

Another request to remove all landscaping on AIM's western boundary would have rendered the site plan non-compliant with the Development Code. Namely, Appellant requested that AIM remove all landscaping from their site plan on the western portion of the Property.

We rejected this modification for a variety of reasons. First, landscaping is required by the City Development Code and removal of landscaping would take the site plan out of compliance.

Second, landscaping improves the development's curbside aesthetic for the community, and is a more visually pleasing to neighbors. Third, given Appellant's erratic and inconsistent requests, it is not clear if Miedema intends to sell its property, and a future owner of Miedema's land would not appreciate the removal of all landscape buffering along the property line. The removal of landscaping, in violation of Buckeye's required development standards, would only invite future complaints from landowners.

Moreover, Appellant's claim that AIM ignored its concerns and offered no compromise for months is false. Table A provides a timeline that supports this. Additionally, such a statement frankly ignores and disrespects the in-person meetings and mediations hosted by the City of Buckeye on two separate occasions in which specific concessions, including the Original Offer, were discussed and documented in detail. The City Staff Report released on September 10th summarizes collaboration efforts from both AIM and the City succinctly:

> "Both the City and representatives of AIM have been in regular contact with the representatives of Miedema Produce to attempt to address any specific concerns they may have related to the development of the AIM site with a recycling facility."

The full Applicant team, including some representatives who traveled from Canada, met with Mr. Gilbert, City Staff, the City Attorney, and Councilmember Youngker. Additionally, Appellant conveniently leaves out numerous phone calls, virtual meetings, and email correspondences from its Appeal Letter.

It is a misstatement that there was no offer of a compromise made by AIM. AIM offered to split the cost with Appellant to construct 1,976 additional lineal feet of an 8-foot-tall CMU wall. This CMU wall solely benefits the Appellant and is not required by Buckeye Ordinance or City Staff.

Appellant rejected this compromise (the Original Offer) on two separate occasions. Miedema rejected the Original Offer first on September 10th and again on September 27th. Between September 13-26th Appellant did not reach out to Quarles a single time to negotiate the Original Offer. When Mr. Gilbert did finally reach out on the 27th to decline the Original Offer, they presented AIM with an untenable Counteroffer that completely undermined the justification behind why Miedema requested the CMU wall in the first place- that a slatted chain link fence was inadequate to protect their property against pests.

III. Conclusion

In light of the lack of evidence supporting Appellant's claims, its misrepresentation of past interactions, and its ever-shifting demands which now appear to have all been designed to push AIM toward providing a rail connection, we respectfully request that the City of Buckeye uphold the Planning and Zoning Commission's Site Plan Approval. AIM's approved site plan fully complies with all applicable City regulations and AIM has made good faith efforts to address

concerns raised by the Appellant. Denying the appeal will allow AIM to move forward with the Proposed Development, benefiting both AIM and the surrounding community.

We appreciate the City's thorough review and consideration of this matter. Should you have any questions or require further information, please do not hesitate to reach out.

Very truly yours,

QUARLES & BRADY LLP



Benjamin W. Graff

TAB ENCLOSURES:

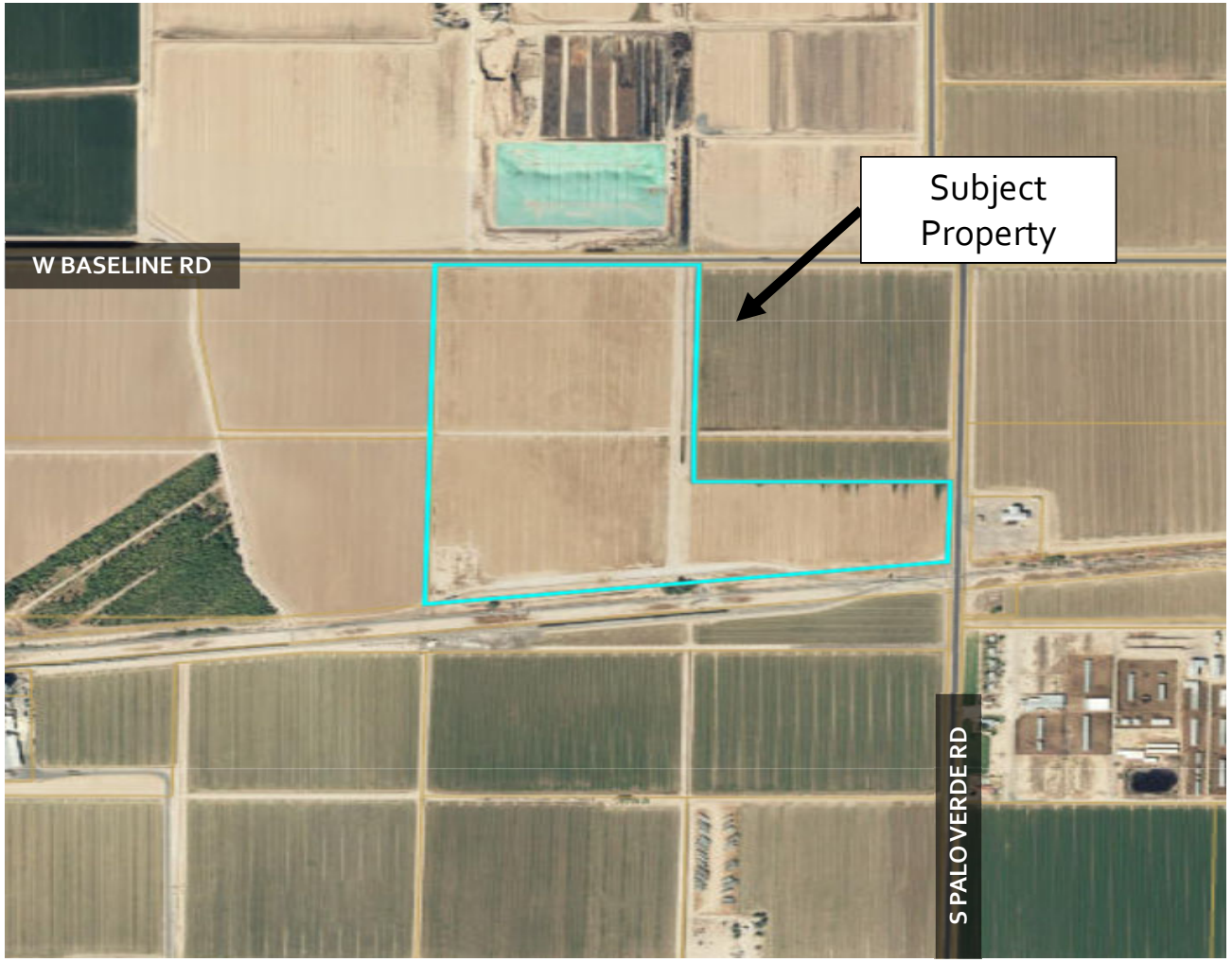
TAB A: Property Aerial Map

TAB B: Offer Visuals

TAB C: Miedema Operations Screening

TAB A
AERIAL MAPS

AERIAL MAP

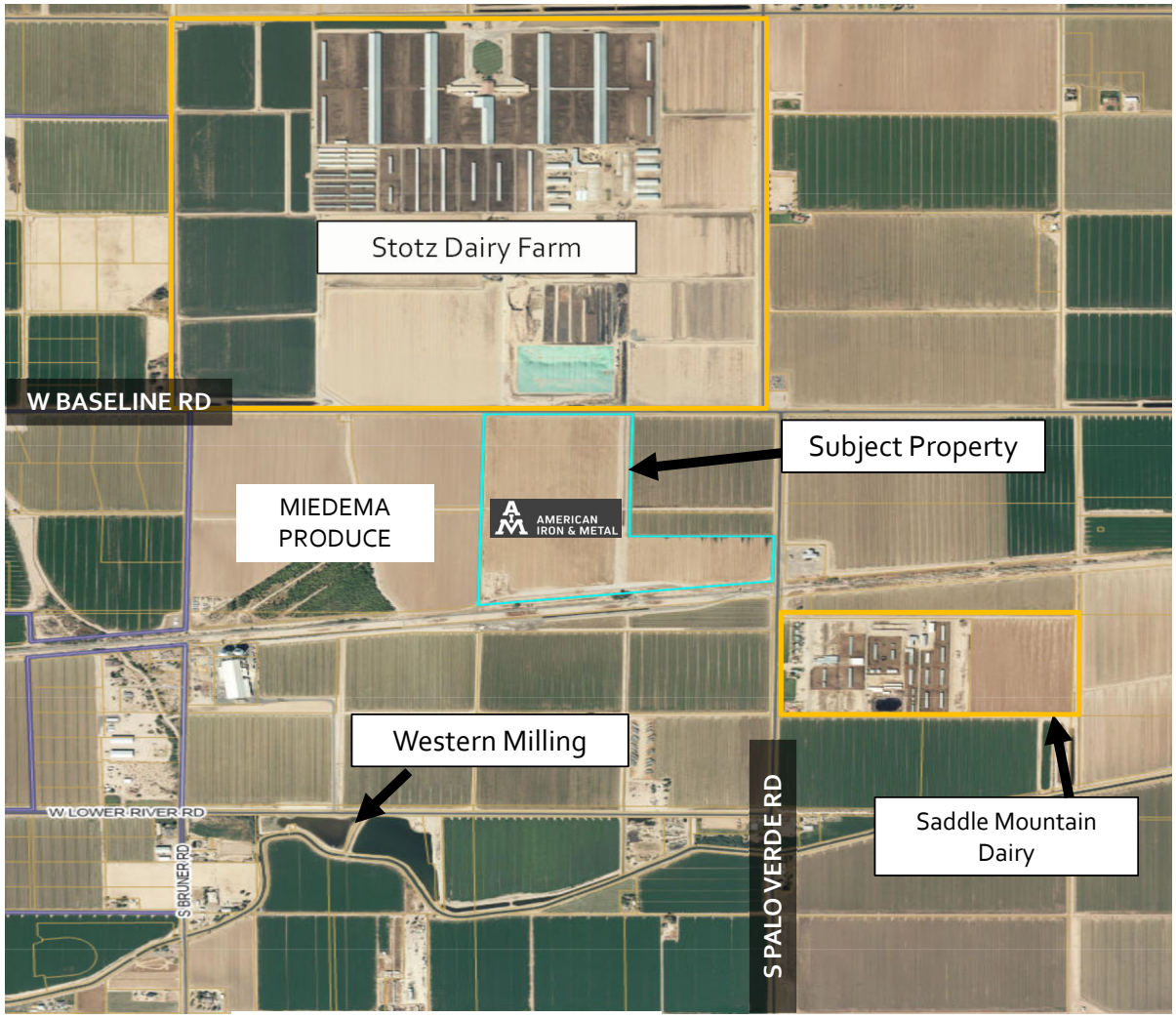


Quarles

CAWLEY ARCHITECTS

AMERICAN IRON & METAL

AERIAL MAP & SURROUNDING AREA

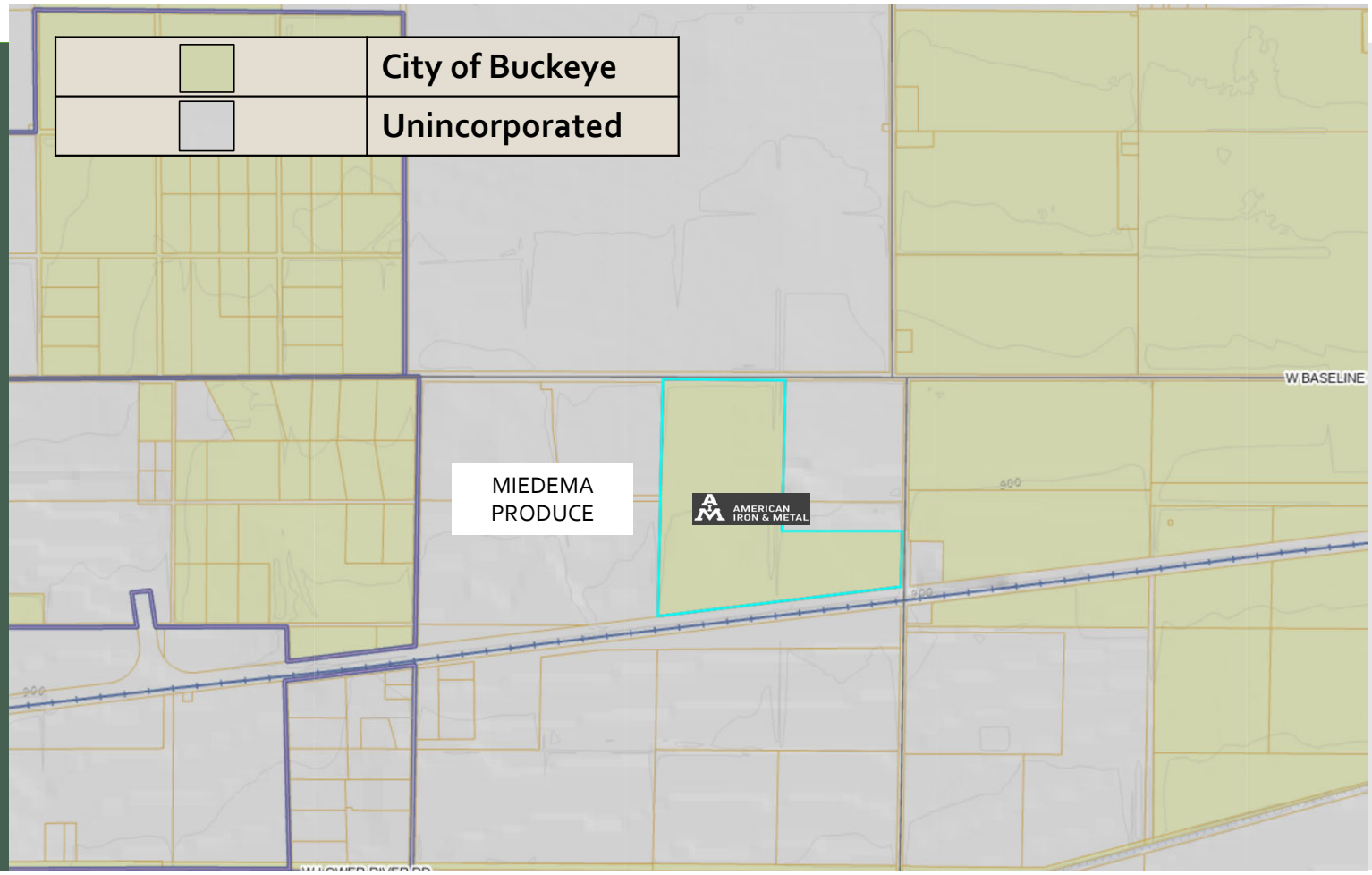


Quarles

CAWLEY ARCHITECTS

AMERICAN IRON & METAL

AERIAL MAP: JURISDICTION



Quarles

CAWLEY ARCHITECTS

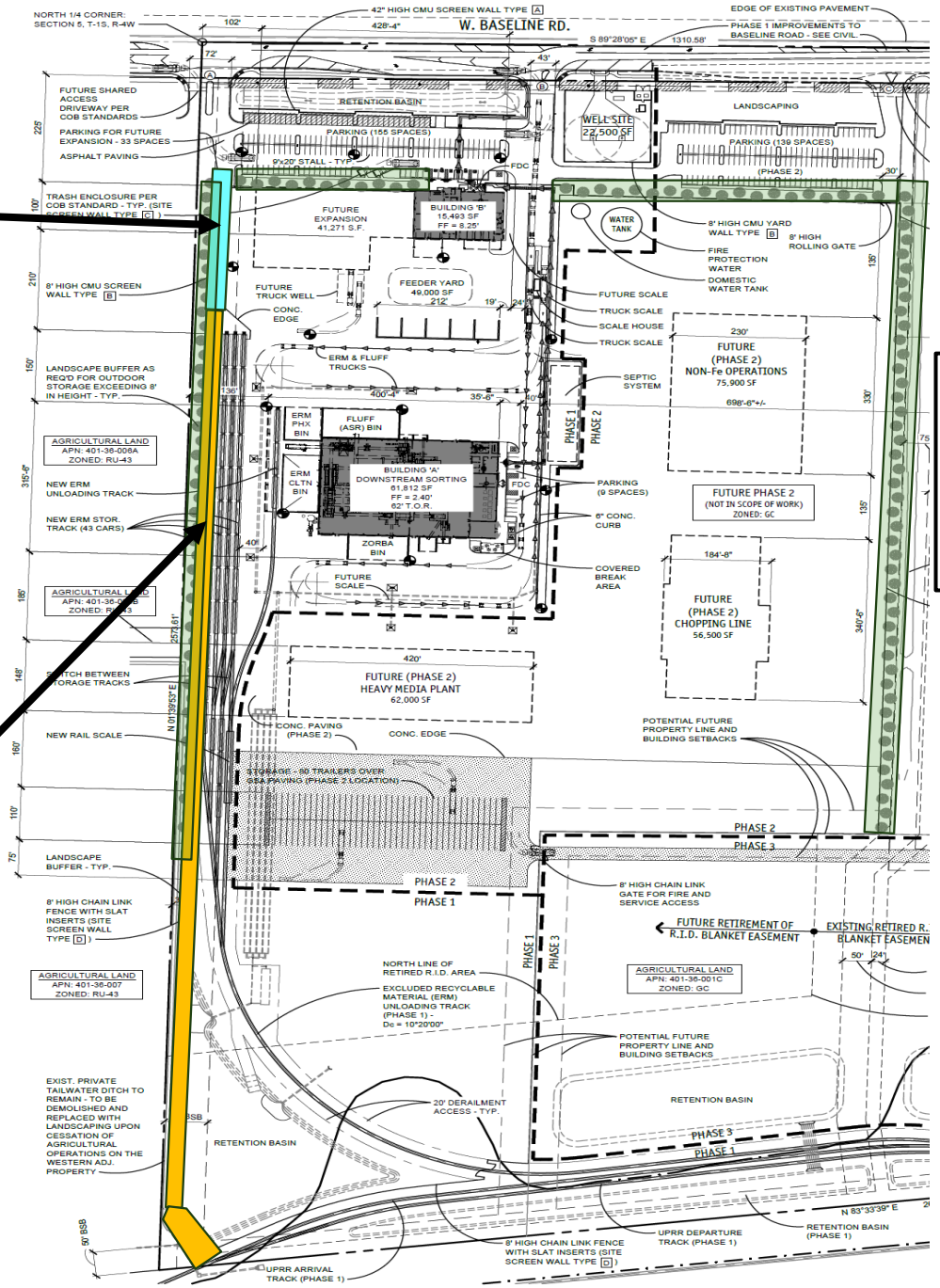
AMERICAN IRON & METAL

TAB B
OFFER VISUALS

WESTERN BOUNDARY SCREENING: APPROVED

280 LINEAL FEET CMU WALL

1976 LINEAL FEET CHAIN LINK FENCE WITH SLAT



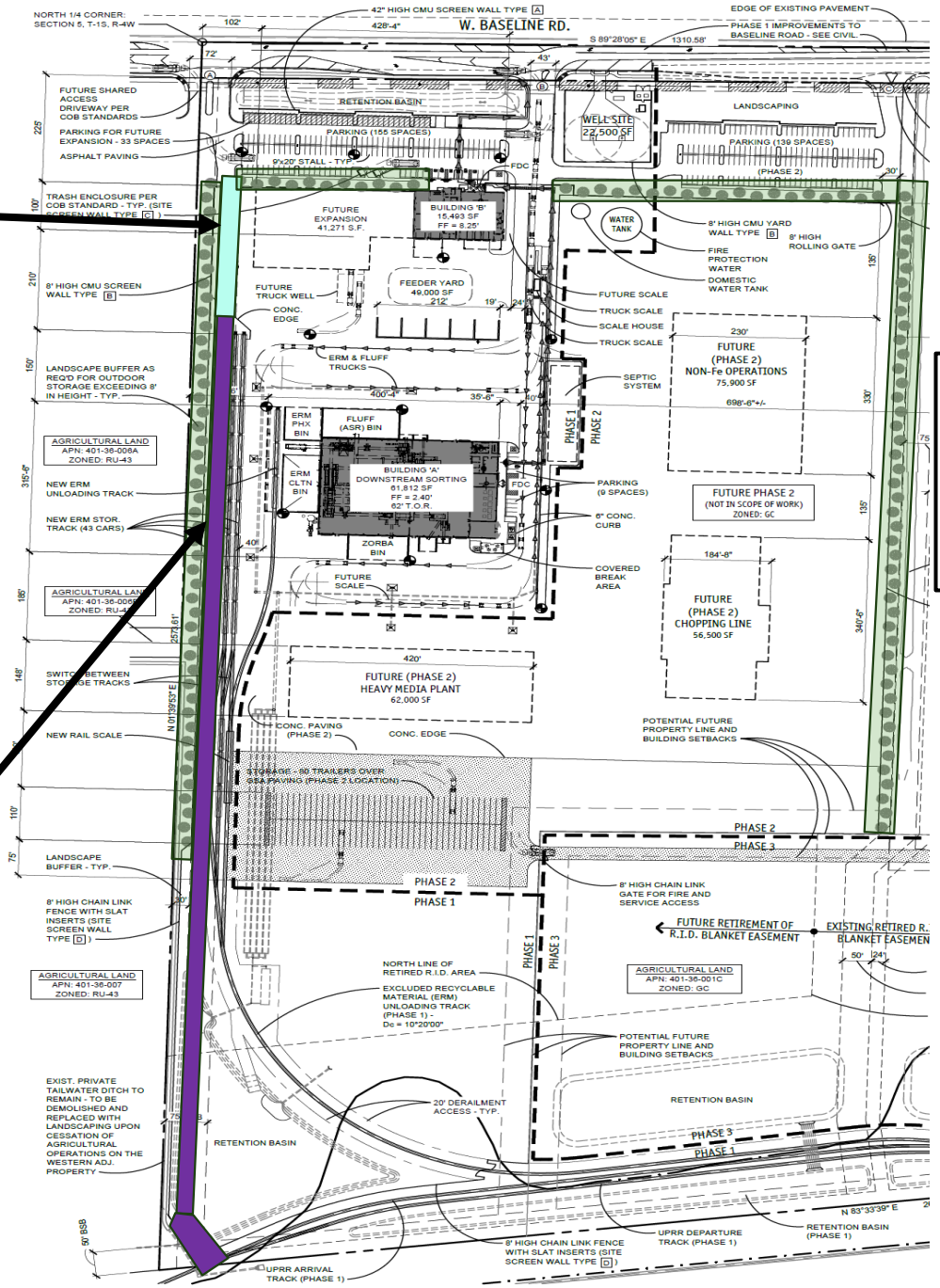
	8-FOOT-TALL CMU WALL
	8-FOOT-TALL CHAIN LINK FENCE WITH SLAT

- 2,256 TOTAL LINEAL FEET OF SCREENING ON WESTERN PROPERTY BOUNDARY

WESTERN BOUNDARY SCREENING: ORIGINAL OFFER

280 LINEAL FEET CMU WALL

SPLIT THE COSTS OF THE 1976 LF CMU WALL THAT WAS SHOWN ON PLANS AS CHAIN LINK.



	8-FOOT-TALL CMU WALL
	8-FOOT-TALL CMU WALL SPLIT WITH MIEDEMA

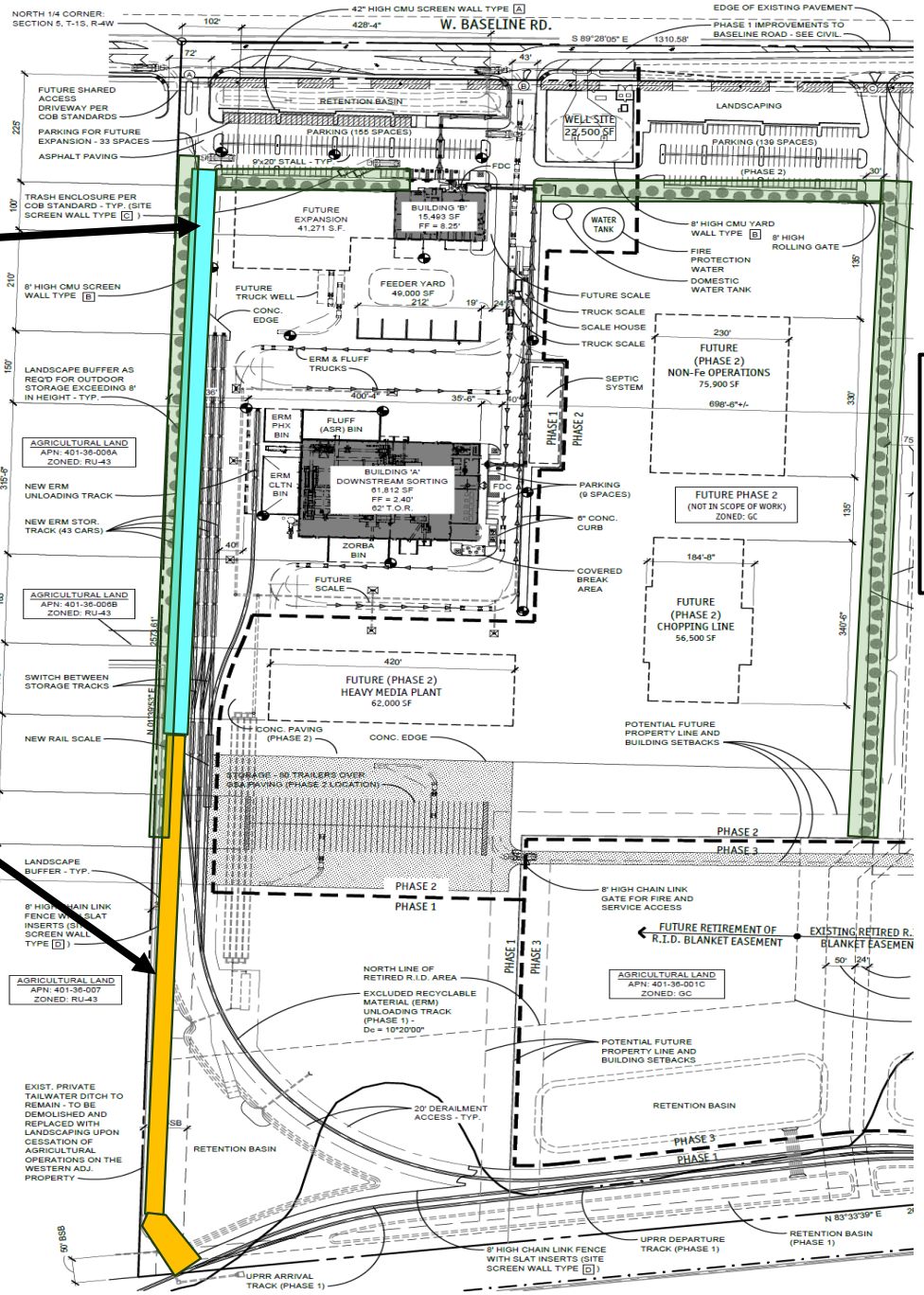
- 2,256 TOTAL LINEAL FEET OF SCREENING ON WESTERN PROPERTY BOUNDARY

WESTERN BOUNDARY SCREENING: MIEDEMA COUNTER OFFER

280 LINEAL FEET CMU WALL + 1000 LF OF CMU WALL = 1,280 LF OFCMU

976 LF OF CHAIN LINK

(location is estimate and not exact)



	8-FOOT-TALL CMU WALL
	8-FOOT-TALL CHAIN LINK FENCE WITH SLAT

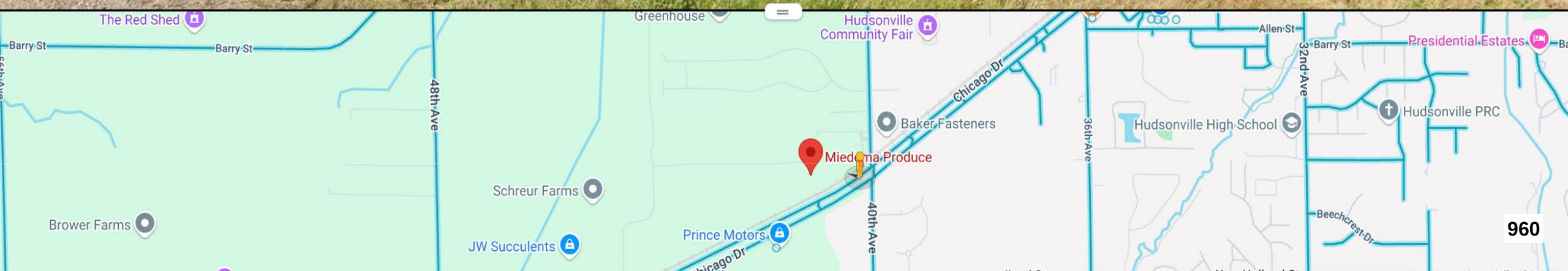
- 2,256 TOTAL LINEAL FEET OF SCREENING ON WESTERN PROPERTY BOUNDARY

Miedema did not offer to financially contribute for the CMU wall.

TAB C
MIEDEMA OPERATIONS SCREENING

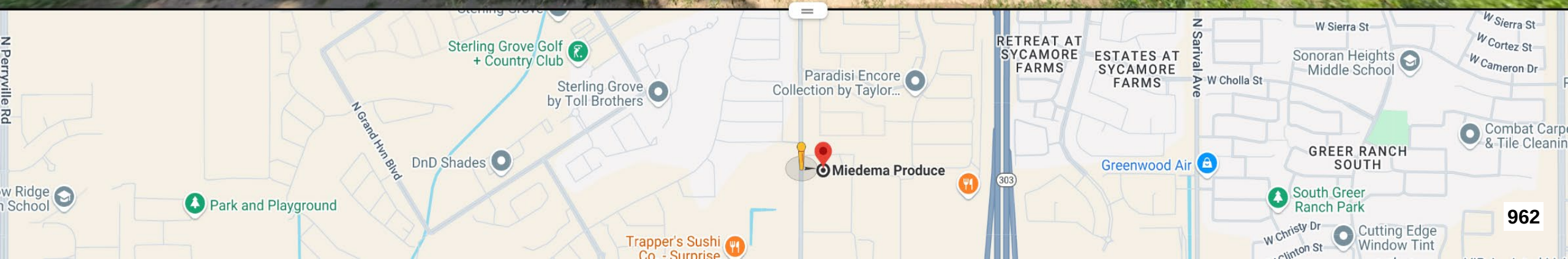
Miedema Produce Michigan
Hudsonville, Michigan


Miedema Produce Inc
4001 Chicago Dr
Hudsonville, Michigan
Google Street View
Nov 2022
See more dates

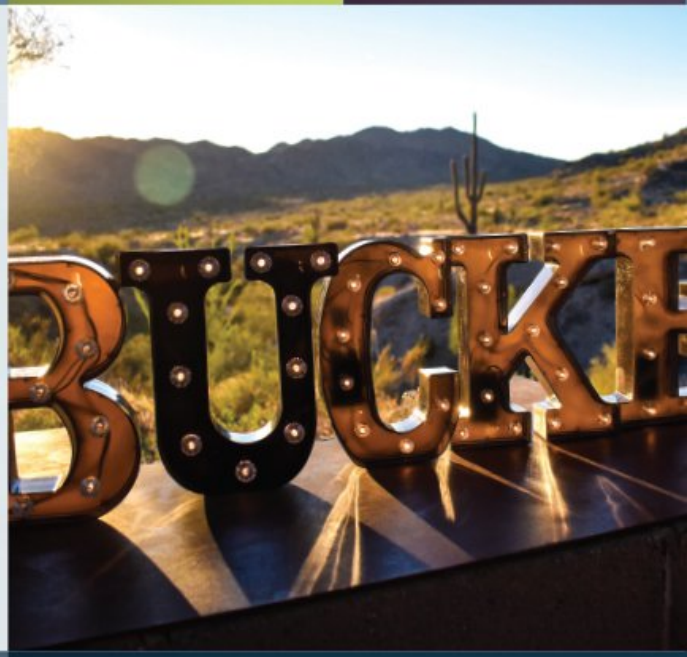

The Red Shed
Barry St
Barry St
48th Ave
Greenhouse
Hudsonville Community Fair
Chicago Dr
Baker Fasteners
Miedema Produce
Schreur Farms
Brower Farms
JW Succulents
Prince Motors
40th Ave
36th Ave
Allen St
Barry St
32nd Ave
Presidential Estates
Hudsonville High School
Hudsonville PRC
Beechcrest Dr
960

Miedema Produce
Surprise, Arizona


11193 N Cotton Ln
Surprise, Arizona
Google Street View
Feb 2021
See more dates


Sterling Grove Golf + Country Club
Sterling Grove by Toll Brothers
Paradisi Encore Collection by Taylor...
N Perryville Rd
N Grand Hvn Blvd
DnD Shades
Miedema Produce
Park and Playground
Trapper's Sushi Co. - Surprise
RETREAT AT SYCAMORE FARMS
ESTATES AT SYCAMORE FARMS
N Sarival Ave
W Sierra St
W Cholla St
Sonoran Heights Middle School
W Cortez St
W Cameron Dr
GREER RANCH SOUTH
Greenwood Air
South Greer Ranch Park
W Christy Dr
Cutting Edge Window Tint
303
962

APPEAL of
Site Plan Approval



City Council
November 5, 2024
Application PLZM-24-0092

BUCKEYE, AZ
buckeyeaz.gov

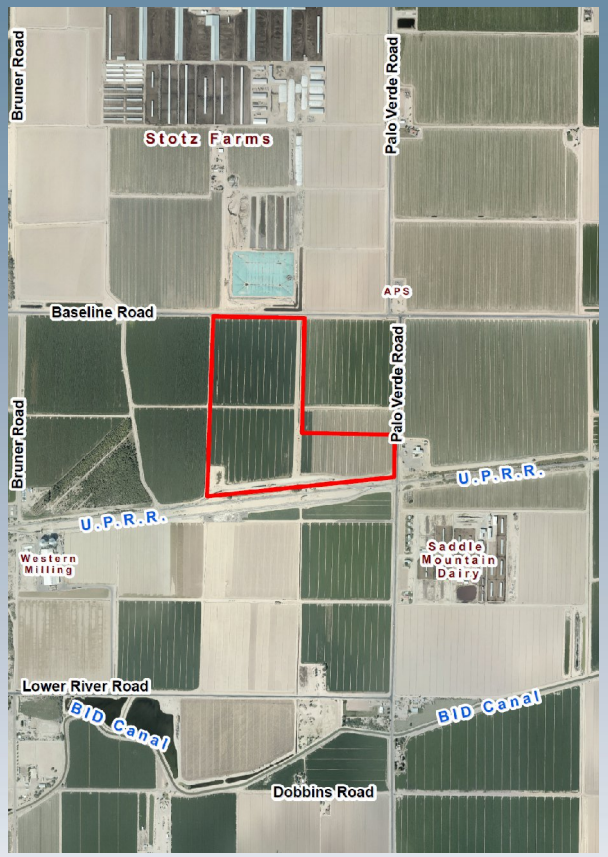
Background

- At the September 10, 2024 Planning and Zoning Commission meeting, at the recommendation of City staff, the Commission approved the AIM Recycling Site Plan (Case No. PLZSP-23-00017), subject to conditions (a) through (rr).

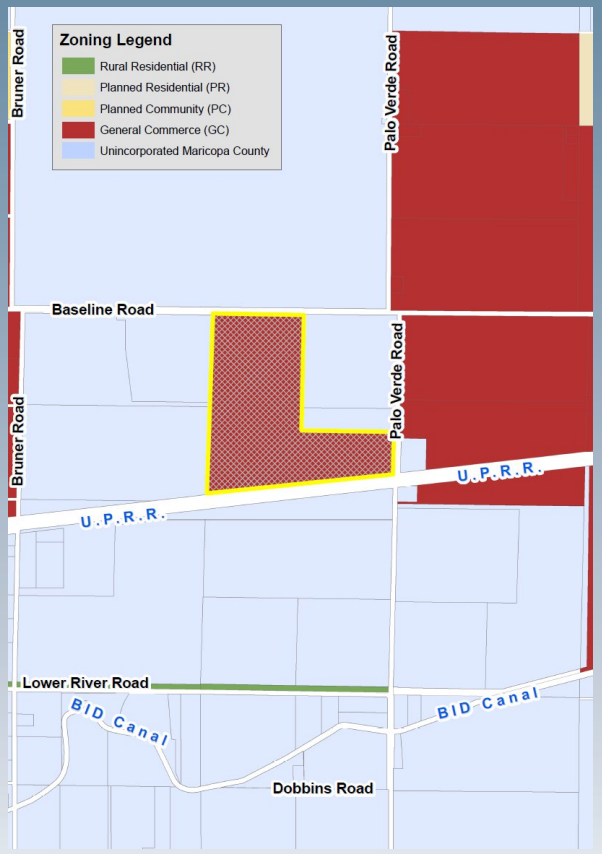
- Current process allows “any person aggrieved” to appeal a Planning and Zoning Commission determination within twenty days.

Background

- Staff had recommended the Planning and Zoning Commission approve the Site Plan, with conditions, for the following reasons:
  - Site Plan and proposed use conform to the General Plan designation of Employment.
  - Site Plan and proposed use conform to all requirements of the Development Code applicable to development in the GC district.
  - No outstanding issues for reviewing departments (Engineering, Fire, Public Works, Community Services, Police, Water Resources, and Development Services).



Aerial

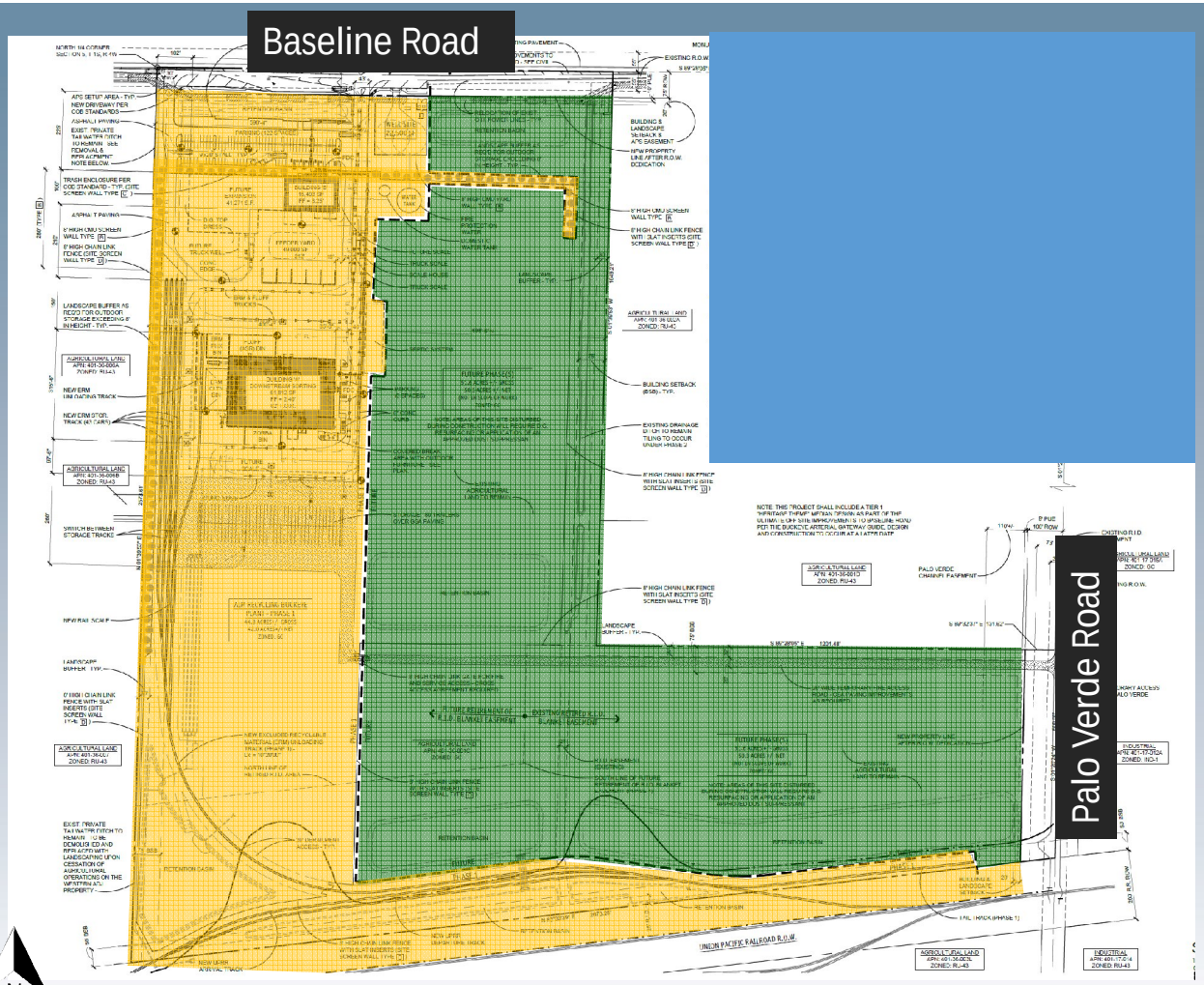


Zoning Map

- 44.3 Gross Acres (Phase 1); 95.9 Gross Acres (Full Site)
- Zoned General Commerce (GC) in 2007
- Employment General Plan designation; Adjacent to UPRR

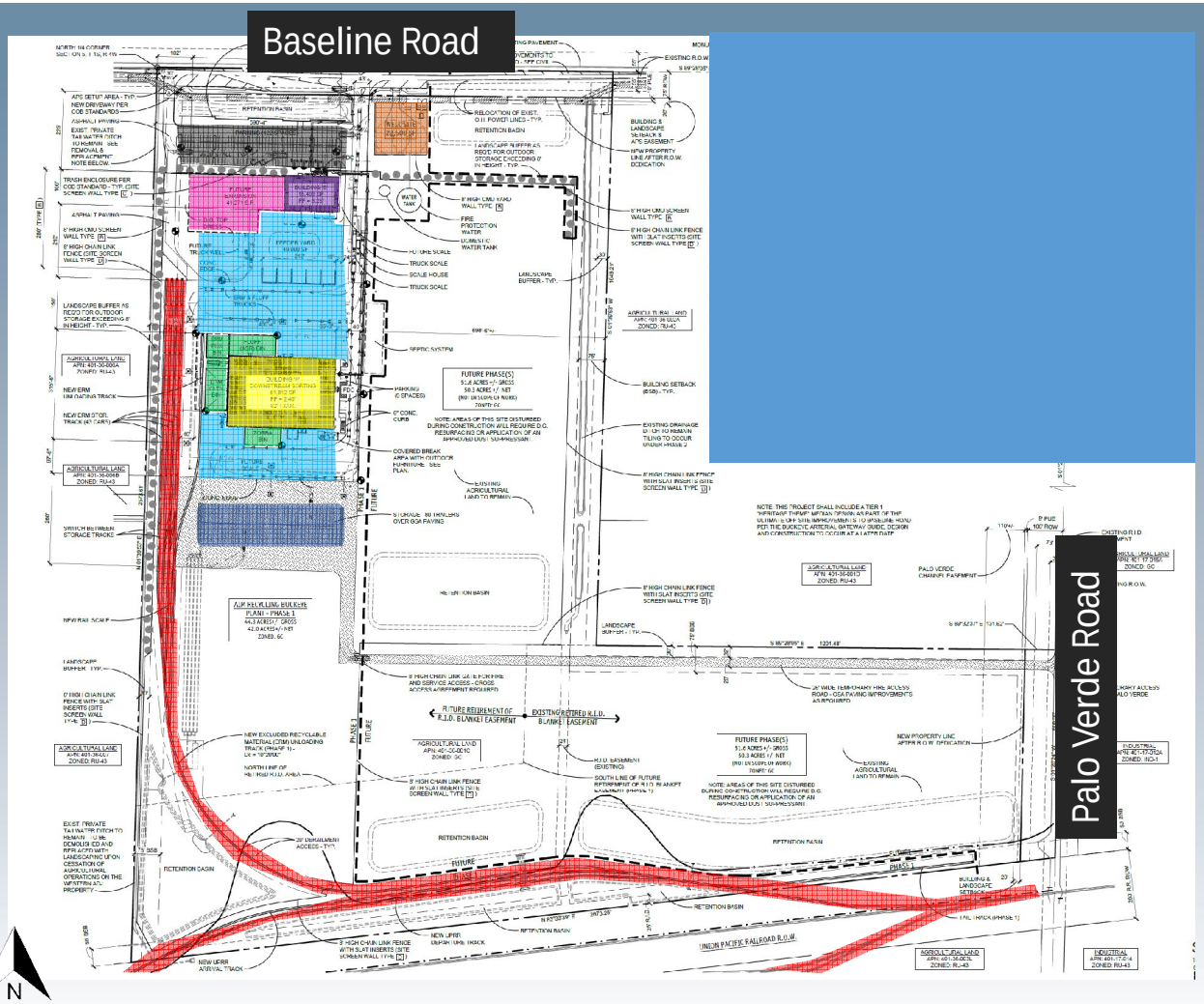
AIM Recycling – Proposed Use

- Facility where pre-shredded recyclable metals will be sorted before being transported to off-site locations for processing; non-recyclable “fluff” transported to landfill.
- Inbound and outbound shipments via train and truckload.
- Pile and bin storage of materials; limited in height and screened from off-property.
- No crushing or shredding on property.
- Facility will also purchase recyclable materials from general public, to be transported off-site for processing



- Phase 1 Property: 44.3 gross acres
- Future Phases: 51.6 gross acres

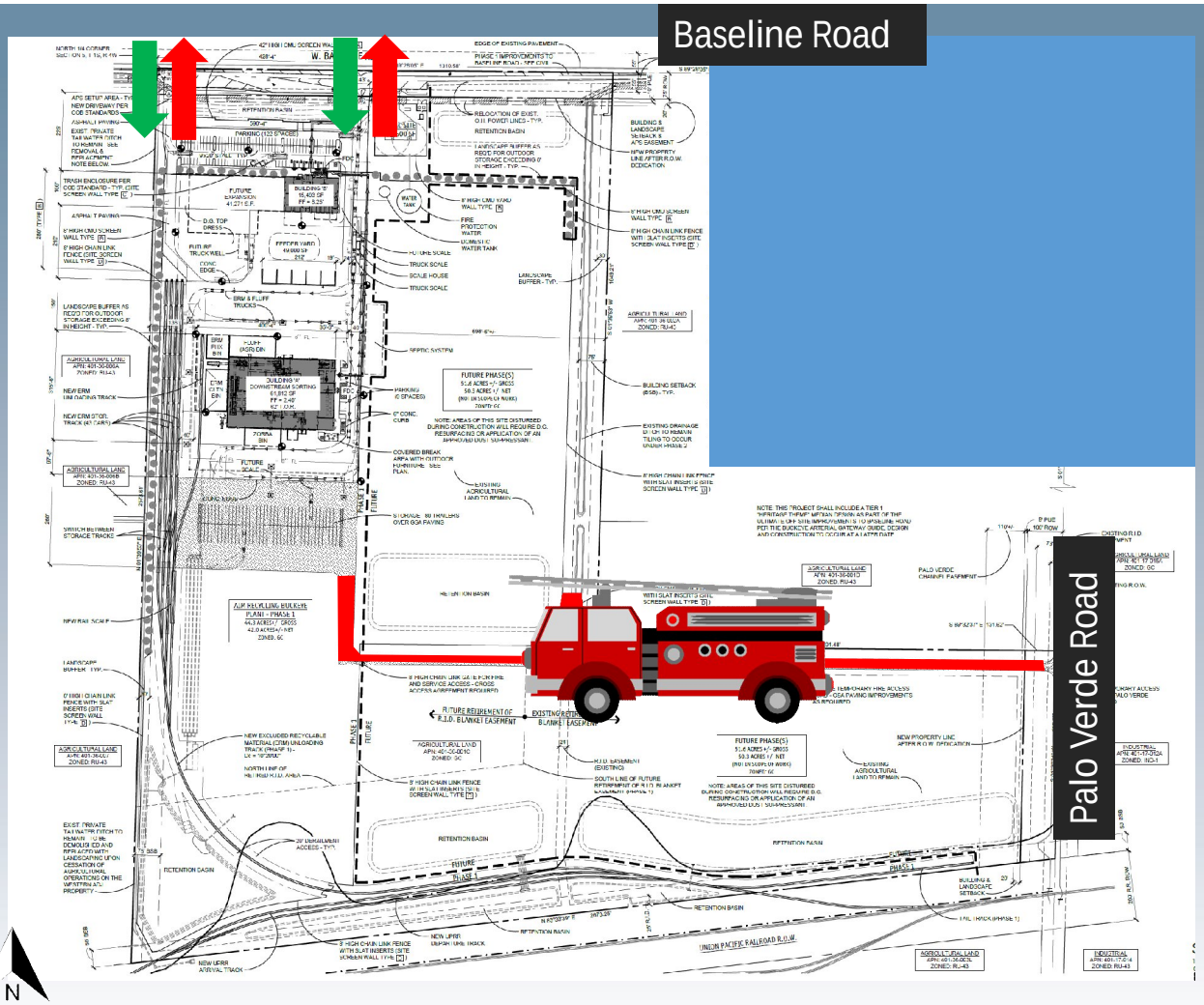
Proposed Phasing



- 61,812 SF downstream sorting building (63'H)
- 15,493 SF admin/processing building (39'H); expandable to 56,764 SF
- Screened bin and pile storage and loading
- Rail extension and freight car storage
- Truck parking
- Customer and employee parking (131 spaces)
- City well site

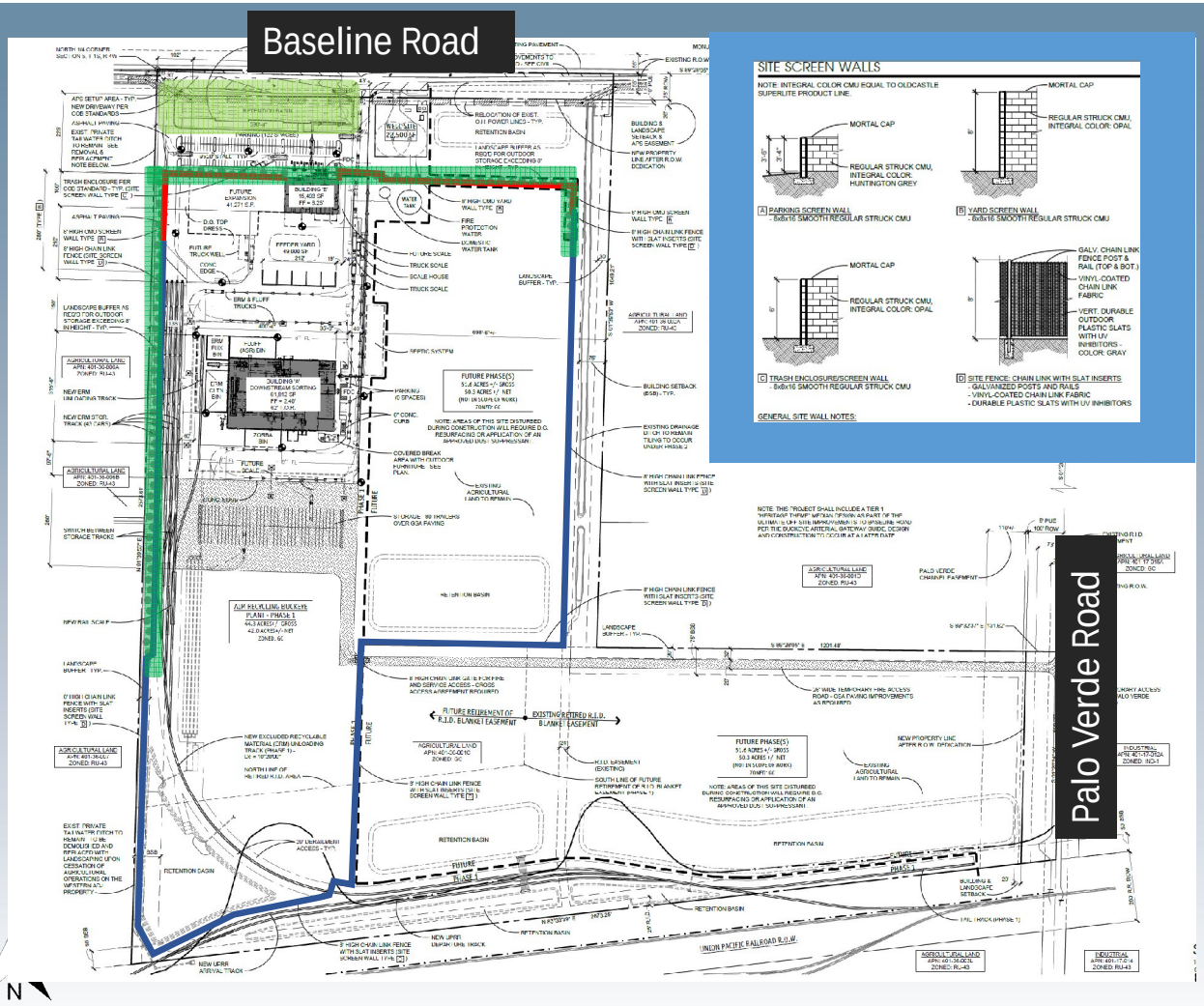
BUCKEYE, AZ

Proposed Phase 1 Site Plan



- Primary Access – NWC of Site – Full Turning Movements
- Secondary Access – NEC Phase 1 – Left-out prohibited
- Emergency-Only Access – Driveway to Palo Verde Road

Proposed Phase 1 Access



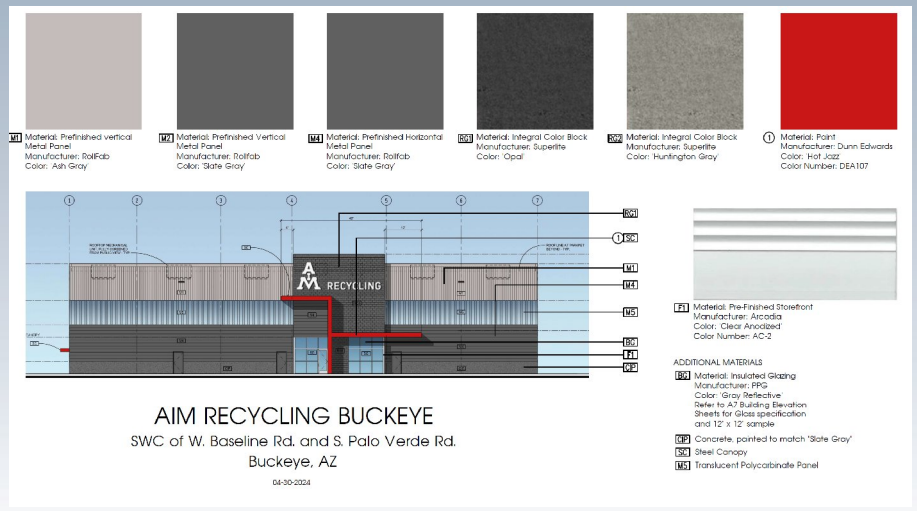
- 8’ masonry Screen wall adjacent to Baseline Road wrapping corners
- Transition to 8’ vinyl coated chain link with privacy slats for remainder of site
- 30’ landscape buffer along west property line with repeating 36” box trees for screening
- 60’ landscape setback along Baseline Road for site beautification
- Repeating trees wrap east property line to screen site from Baseline Road

Landscape/Screening









BUCKEYE, AZ

Site Renderings

Public Participation

- Applicant completed all required notices for the AIM Recycling Site Plan
- City organized multiple meetings with both owners in attempt to resolve concerns
- Appellant completed all required notices for this Appeal

Analysis

- Industrial uses such as recycling centers are consistent with Employment GP designation and are permitted in GC zoning
- No adverse impacts anticipated
- Site Plan, Landscape Plan, and Building Elevations adhere to all applicable requirements within the Buckeye Development Code; screening and buffering prioritized

Analysis

- Sufficient access and internal circulation; reviewed by Traffic Engineering and Fire Department
- Developer to complete adjacent off-site improvements
- Project initially served by private well and septic; project will connect to City of Buckeye water and sewer when systems extend to this area
- Future phases will require new submittals, reviews, and approvals

Analysis

- 5.9. - INDUSTRIAL BUILDING STANDARDS AND GUIDELINES:
  - 5.9.1.General Intent. To encourage high-quality design appropriate for industrial uses while promoting economic development, protecting adjacent uses, and fostering a positive image for the community.
- The Site Plan complies with the general intent.
- No indication the recycling facility will unreasonably attract rodents and pests.

Recommendation

Appeal of Site Plan Approval (PLZM-24-0092)

Deny the appeal, affirming the decision of the Planning and Zoning Commission to approve the Site Plan

(Case No. PLZSP-23-00017)

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/05/24	**AGENDA ITEM:** 6.B. DS - Ordinance No. 24-24 - Desert Creek Community Master Plan Amendment (CMPA) - PLZZ-23-00014 and First Amended Development Agreement
DATE PREPARED: 10/31/24	**DISTRICT NO.:** Council District 1
STAFF LIAISON: Bart Wingard, Principal Planner, hwingard@buckeyeaz.gov, (623) 208-8830	
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. 24-24 approving an Amendment to the Desert Creek Community Master Plan as Described in Case Number PLZZ-23-00014; approving the First Amended Development Agreement between the City of Buckeye, Arizona, Desert Creek MPC, LLC, Buckeye 1680, LLC, Buckeye Hassayampa, LLC, TK Cowley Investments, LLLP, Viel Gluck, LLC, Ben Fatto, LLC, LS Tyler Investments LLLP, Michael T. Cowley Living Trust, Far Marel, L.L.C., ANC-MTC Irrevocable Trust, Mt. Olympus Investments, L.L.C., Neal Management, LLC, ANC-SCT Irrevocable Trust, and ANC-TNC Irrevocable Trust concerning the development of the Desert Creek Community Master Plan; and authorizing the Mayor to execute and deliver the Development Agreement.

SUMMARY

PROJECT DESCRIPTION:
Case No. PLZZ-23-00014 involves a Major Amendment to the Desert Creek CMP and the related First Amended Development Agreement. The property owners wish to modify the land uses that were approved as part of the original CMP, in order to provide a more flexible framework of employment, commercial and residential uses in the approximate 930-acre portion north of Yuma Road. The balance of the approximately 2232-acre CMP will remain primarily residential uses. The CMPA will provide a Pod concept to ensure predictability and a balance of uses. The CMPA will also provide additional open space and trail opportunities for the entire CMP. The First Amended Development Agreement serves to: 1) approve the CMPA; 2) memorialize related assignments of property interests; 3) amend the development phasing framework; 4) update the requirements for the donation of land for school sites; 5) enhance the requirements for the land to be dedicated for each fire station needed for the CMP; and, 5) update the contact information for the Parties.

BENEFITS:
The subject CMPA will provide employment opportunities while providing additional housing options for residents in City Council District 1.

FINANCIAL IMPACT STATEMENT:
Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the city such as permit fees, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

PLZZ-23-00014 - Desert Creek CMPA - CC Staff Report - 20241105.docx
Exhibit A - PLZZ-23-00014 - Desert Creek CMPA - Vicinity Map.pdf
Exhibit B - PLZZ-23-00014 - Desert Creek CMPA - Zoning Map.pdf
Exhibit C - PLZZ-23-00014 - Desert Creek CMPA - GP Map.pdf
Exhibit D - PLZZ-23-00014 - Desert Creek CMPA - CMPA Narrative.pdf
Exhibit E - PLZZ-23-00014 - Desert Creek CMPA - Citizen Participation Plan.pdf
PLZZ-23-00014 - Desert Creek CMPA - CC PowerPoint - 20241105.pptx
Ordinance No. 24-24 Desert Creek CMPA.docx
First Amended Development Agreement.executed.pdf

MAJOR CMP AMENDMENT & DEVELOPMENT AGREEMENT

Report to the Mayor and City Council

CASE NUMBER:	PLZZ-23-00014
TITLE:	Desert Creek Community Master Plan Amendment (CMPA)
MEETING DATE:	November 5, 2024

Applicant:	Kurt Jones of Tiffany & Bosco, PA
Owner(s):	Buckeye 1680 LLC
Request:	The request involves two (2) components: 1) Request for approval of a Major Amendment to the Desert Creek Community Master Plan (CMP) that revises the permitted land uses applicable to the subject property to facilitate flexible development in the approximately 930-acre portion north of Yuma Road; and 2) Approval of a Development Agreement defining developer and City obligations pertaining to development of the 2,234-acre site.
District(s):	Council District 1
Location:	The area of the CMPA is generally bounded by the Roosevelt Street alignment to the north, 315th Avenue to the east, Roeser Road to the south, and the Hassayampa River to the west. Refer to exhibit A.
Site size:	Approximately 2,234 acres
Public input:	An advertised neighborhood meeting was held on January 31, 2024 at the Buckeye Coyote Branch Library. Refer to Exhibit E.
Recommendation:	Adoption of Ordinance 24-24, approving Case PLZZ-23-00014, approving the amended Desert Creek CMP and related Development Agreement, subject to conditions (a through (nn.

PROJECT DESCRIPTION

1. Kurt Jones of Tiffany & Bosco, PA, on behalf of property owner Buckeye 1680 LLC, is requesting approval of a Major Community Master Plan Amendment (CMPA) for Desert Creek. The 2,234-acre project is generally bounded by the Roosevelt Street alignment to the north, 315th Avenue to the east, Roeser Road to the south, and the Hassayampa River to the west. (Exhibit A)

2. This is the first amendment to the Desert Creek CMP which is currently in effect. The CMP, approved on June 19, 2007, calls for development of the site with a traditional, residential-focused master planned community consisting of up to 8,484 dwelling units on 1,544.8 acres including both single-family residential and multi-family residential. Additionally, 245.4 acres of supporting commercial/employment, and 353.0 acres dedicated to schools, parks, and open space. The remaining balance of acreage is attributed to transportation elements.

3. The main purpose of this CMPA is to redesignate and provide a flexible land use framework on the approximately 930 acre portion of Desert Creek that is located north of Yuma Road with residential, commercial, open space land uses.

4. Additionally, the CMPA will address trails and opens space for the entire CMP as the applicant has identified regional trails from the City of Buckeye Parks and Recreation Master Plan and implemented into the subject CMPA.

AREA CONTEXT:

5. Table 1: Existing Land Use, General Plan Designation, and Zoning District:

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Unimproved desert	Master Planned Community	Planned Community (PC) with Desert Creek CMP Overlay
North	Unimproved desert	Rural and Neighborhood	Maricopa County Rural-43 (RU-43)
South	unimproved desert	Rural	Maricopa County RU-43
East	Unimproved desert and residential	Rural, Master Planned Community, and Neighborhood	Maricopa County RU-43, Rural Residential (RR), Single-Family Residential 43 (SF-43)

West	Unimproved desert	Rural and Open Space	Maricopa County RU-43 and RR

PUBLIC PARTICIPATION SUMMARY:

6. A neighborhood meeting, providing an opportunity for interested parties to learn more about the request, was held on January 31, 2024 at 6:00 P.M. at the Coyote branch of the Buckeye Library. As required by Buckeye Development Code, written notices to property owners within 500 feet of the subject site were mailed on January 12, 2024, over fifteen (15) days prior to the date of the meeting. Approximately 8 to 10 people attended the outreach. Attendees asked multiple questions about the project and related off-site improvements, though no significant concerns or objections to the proposal were noted.

NOTIFICATIONS:

7. All required notifications of this public hearing were completed at least 15 days in advance of the meeting date, as follows:

Notification Element	Date
Published in the Arizona Republic	October 18, 2024
Site Posted	October 18, 2024
Mailing Notice to Property Owners Within 500 Feet of Site	October 18, 2024

BACKGROUND:

8. *July 18, 2000:* A portion of the area now known as Desert Creek was annexed with Ordinance 23-00

9. *June 5, 2007:* Portions of Desert Creek were annexed with Ordinances 37-07, 39-07, and 40-07.

10. *February 19, 2000:* A portion of Desert Creek was annexed with Ordinance 09-08.

11. *March 26, 2024:* The Planning and Zoning Commission recommended approval of the proposed CMPA subject to staff recommended conditions.

ANALYSIS:

Land Uses

12. The applicant is seeking flexibility of land uses for the approximately 930 acres of Desert Creek located north of Yuma Road to address current and future real estate market conditions. The land uses south of Yuma will remain as currently designated within the CMP.

13. Proposed are two (2) districts within the area north of Yuma Road:

    a. Commercial/Employment Overlay (C/E)
    b. Commercial/Employment/Residential Overlay (C/E/R)

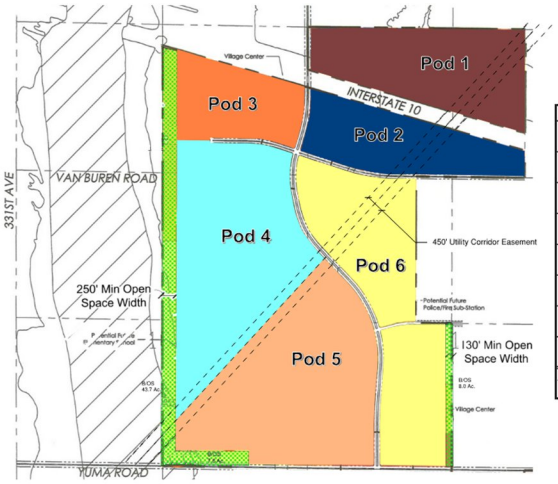
14. The C/E designations are primarily located on both the north and south sides of Interstate 10 (I-10) to capitalize on the traffic from I-10 to promote business while locating nearer to a major transportation corridor.

15. The C/E/R designation is located south of the Van Buren Road alignment and will allow Commercial and Employment like the C/E district, but will include a residential component that could accommodate various products such as single family residential, multifamily residential, and attached homes.

16. Land uses, development standards, landscaping, lighting, drainage, master plans, and community management and maintenance will remain as outlined in the original Desert Creek CMP.

Pod Concept

17. The approximately 930 acres north of Yuma Road will be broken into six (6) Pods. The Pods are separated with an aggregate distance of 150 feet composed of rights-of-way, drive aisles, utility corridors, designated open space, or a combination thereof.



Description	Acres
Pod 1	117.9
Pod 2	84.2
Pod 3	67.4
Pod 4	192.1
Pod 5	201.0
Pod 6	167.2
Open Space (Buffer)	59.3
R/W	38.0
Total Area north of Yuma Rd.	**927.1**

18. The Pod concept will guide development by providing that once whatever land use is introduced to a particular Pod, only complementary uses will be allowed within that Pod.

19. Commercial uses are complementary to both residential and employment uses and will be allowed within any Pod. Residential and Employment are not complementary to each other therefore, Pods that contain a residential component will not be allowed employment uses and vice versa.

20. There are certain rules provided in the CMPA to alleviate any concerns of lack of land use diversity/density. A minimum of 25 percent of the C/E/R pods must contain residential. To alleviate he concern over "apartment farms," the maximum density for a residential Pod is 8 dwelling units per acre.

Open Space

21. This CMPA proposes to update the open space plan to provide significant public open space benefits. This is to be accomplished by providing regional trails as identified by the City of Buckeye Parks and Recreation Plan. Additionally, 424.4 acres of designated open space (19% of the 2,233.8 acres) will be attained through neighborhood parks identified on the land use plan and open spaces provided as each development plan is submitted to the City for review and approval. A minimum of 10% designated open space will be required from each development.

22. A major regional Trail along the Hassayampa River basin will provide a large open space buffer along this eastern bank of the Hassayampa River. The proposed open space corridor includes a 250-foot-wide open space area along the west side of the northern portion of Desert Creek. This wide-open space swath continues south of Yuma Road along a majority of the western edge of the master planned community and along the eastern edge of the Hassayampa River. As land within the community moves east away from the river, the linear open space becomes 50 feet wide, which is still wide for a linear path along the west side of this portion of Desert Creek connecting to the larger open spaces to the north. An additional minimum 130-foot wide-open space buffer is proposed along the east side of Desert Creek adjacent to the larger lot single-family homes in unincorporated Maricopa County. The open space will provide a significant buffer and setback from the proposed development within the northern portion of Desert Creek and those existing lots.

23. Other than the update to the landscape, open space and land use plans identifying the new open spaces, all of the open space designs, character, paseos, interpretive nodes, community entries and monumentations will remain unchanged with this update to the CMP. Primary Paths, Secondary Paths, and Accessible Trails from the City of Buckeye's

Parks & Recreation Master Plan and Transportation Master Plan have been incorporated such as the Hassayampa River Trail, Roosevelt Irrigation District Canal Trail, Johnson Wash Trail, Transwestern Pipeline Trail, and the Flood Retarding Structure Trail.

24. The development standards, landscaping, lighting, drainage, master plans and utilities and community management and maintenance will remain as originally approved in the CMP.

Access and Circulation

25. The overall Desert Creek access and circulation plan will remain the same as the original circulation master plan. Per the Circulation Master Plan, the main north/south arterial connecting the entire Desert Creek master plan from north of the I-10 freeway south to Broadway Road is still intact with this CMP amendment update. With the Hassayampa River to the west and unknown development plans directly east of Desert Creek, the internal east/west non-arterial roads will be identified at the site planning and platting processes.

Water and Wastewater

26. Desert Creek is bound to a previous agreement and the Master Plan through Ordinance 48-07 and MCR 20070858015. If Owners choose to develop the Land, they must comply with all requirements and obligations set out in these documents. These obligations include the requirement to construct water and wastewater infrastructure in conformance with City of Buckeye laws, regulations, and development code and within the parameters set in the Water and Wastewater Master Plans and Reports.

RECOMMENDATION:

27. Staff recommends City Council conduct a public hearing and adopt Ordinance 24-24, approving a Major CMP Amendment and Development Agreement for Desert Creek, Application PLZZ-23-00014, subject to conditions (a) through (nn), for the following reasons:

- The CMPA conforms to the property's underlying General Plan Land Use designations
- The CMPA conforms to requirements of the Buckeye Development Code.
- There are no outstanding issues for reviewing departments (Engineering, Fire, Public Works, Community Services, Police, Water Resources, and Development Services).

General

a) Development of the property shall be in general conformance with the project narrative titled "Desert Creek Community Master Plan 1st Amendment", consisting of 34 pages, dated January 31, 2024, and stamp received January 31, 2024, except as modified by the following conditions/stipulations.

b) The property owner/s and their successor waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as a result of this approval.

c) All projects are required to meet the most current adopted City of Buckeye (COB) Engineering Design Standards (EDS) as well as the most recent adopted MAG standards and specifications.

d) The Developer shall be required to complete and sign a Public Infrastructure Assurance Agreement prior to the recordation of the first Final Plat. In addition, the Property Owner/Developers shall be required to build or otherwise provide the required infrastructure necessary to serve this project.

e) Phasing of public infrastructure shall be subject to a phasing plan as approved by the City. The phasing plan shall be incorporated into the Utility and Transportation Master Plans.

f) This project is subject to a Parkway Maintenance Improvement District (MID) formed pursuant to Arizona Revised Statue § 48-574 and in accordance with City of Buckeye Ordinance 42-06 and a Street Light Improvement District (SLID) in accordance with City of Buckeye Ordinance 43-05. These shall be established prior to the recordation of the first Final Plat, Minor Subdivision, MOD, or any other related land division.

g) All existing overhead power lines less than 69 kV capacity, or any other overhead utilities within the project area or along its boundaries, shall be installed underground.

h) All existing irrigation facilities located on the site shall be abandoned, relocated, or installed underground. Any District-owned facilities to be located within the right-of-way shall be located near the rear of the right-of-way and the right-of-way shall be extended at least five (5) feet, unless otherwise determined by the City. Any additional right-of-way for District-owned facilities (not to exceed five (5) feet) shall be placed outside of the right-of-way and the public utilities easement.

i) Prior to Final Plat recordation, the City shall approve all engineering and construction plans and reports for the required infrastructure for the project.

j) The property owner/s and their successor waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as a result of this approval.

k) Prior to Final Plat approval, the Property Owner/Developer shall obtain approval from the applicable utility interests for easement location and width, as required for utility purposes.

Drainage

l) A CMP level Drainage Master Plan shall be submitted to the City for review and approval prior to or concurrently with the first Site Plan / Preliminary Plat. The Drainage Master Plan shall address all onsite and offsite flows affecting the overall property and determine the infrastructure required to mitigate existing 100-year flows.

m) The Property Owner/Developer shall make provisions in their design to accommodate off-site storm water, manage this flow as part of the project, and redistribute it in a like manner and location to the existing conditions. Historic discharge conditions and locations cannot be altered.

n) Prior to Final Plat approval, the Property Owner/Developer shall provide a letter from the Flood Control District of Maricopa County approving the conceptual design of the proposed construction on any existing alluvial fans, flood plains, floodways or other flood feature managed by the Flood Control District that is affecting this project.

Streets

o) Prior to the issuance of a Building Permit, the Property Owner/Developer shall pay a pro rata share, based on acreage, of the cost of up to nine (9) future traffic signals to be installed within this section of land. The sectional contribution is to be based on the following allocation of costs: (i) 25 percent share of four (4) possible signals at arterial street intersections; (ii) 50 percent share of four (4) possible signals at half-mile collector street intersections or project entries; and (iii) 100 percent share of one (1) possible signal internal to this project. The cost shall be based on an anticipated signal cost as determined by the City Engineer.

p) The Property Owner/Developer shall be responsible for the dedication and construction of all half-street and full internal right-of-way and improvements, at no cost to the City, based on City of Buckeye standards.

q) The Property Owner/Developer shall submit a Plat or other appropriate subdivision type to the City of Buckeye dedicating right-of-way for functionally classified roadways when requested to do so by the City. Such right-of-way may be requested by the City to be dedicated in advance of development to permit the construction of needed City infrastructure to adjacent sites.

r) All streets (local, collector, and arterial), sidewalks, parks, and other common areas, as determined by the City of Buckeye, shall be sufficiently illuminated to ensure the safety

and security of persons and property. The City shall approve all lighting improvements within the right-of-way.

s) All street names shall be subject to final approval by the City of Buckeye and shall conform to the City of Phoenix grid alignment.

t) Pavement sections for all streets shall be determined in accordance with a City approved geotechnical analysis but shall not be less than the City's minimum requirements.

u) Collector, arterial, and parkway streets shall have a raised, landscaped median except at intersections where left-turn lanes are provided.

v) Street signs and signposts shall be placed at all street intersections, with stop signs where applicable, by the Property Owner/Developer and shall be in place when street paving is completed. Specification for design, construction, location, and installation shall be in accordance with City roadway standards and shall be approved by the City of Buckeye.

w) Any traffic signals that are required due to traffic generated by this project shall be installed by the Property Owner/Developer when warranted.

Water / Wastewater

x) The Property Owner/Developer shall allocate any surface water rights to the City prior to the issuance of any building permits.

y) To the extent allowed by law, all Type-I Non-irrigation and Irrigation Grandfathered Rights associated with the property shall be properly extinguished and the resulting extinguishment credits conveyed to the City of Buckeye or pledged to the City of Buckeye account at the Arizona Department of Water Resources prior to the issuance of any building permits.

z) The Property Owner/Developer shall notify the City's Water Resources Department of the location of any registered and unregistered wells on the property and the Property Owner/Developer and the City's Water Resources Department shall meet and confer to determine if the wells are beneficial or whether they shall be abandoned. Wells shall be abandoned by the Property Owner/Developer if the City's Water Resources Department determines that they present a health and safety hazard or are contributing to groundwater contamination and are not able to be rehabilitated, modified, or re-drilled to prevent the health and safety hazard or groundwater contamination. Abandonment of wells shall be performed pursuant to and in compliance with State law and shall be completed prior to the issuance of any building permits.

aa) When subdividing land into 6 or more parcels, prior to Final Plat approval, the Property Owner/Developer shall produce a Certificate of Assured Water Supply issued by the Arizona Department of Water Resources (ADWR), covering all lots and parcels created, defined, or depicted on said plat. The certificate must be consistent with all Arizona

Department of Water Resources ADWR rules and regulations. In the event the City has been designated an assured water provided prior to Final Plat approval, and the ADWR has not yet issued a Certificate or Certificates of Assured Water Supply for the subdivision, a Certificate or Certificates of Assured Water Supply will not be required by the City. The City may instead require as a condition to Final Plat approval that the Property Owner/Developer provide the City with other evidence demonstrating that there is sufficient volume and quality of water necessary to serve the demands at the subdivision such as a physical availability determination issued by the ADWR along with supporting documentation or that the Property Owner/Developer provide the City with a copy of an analysis of assured water supply, with supporting documentation, issued by the ADWR for the subdivision.

bb) A CMP level Water Master Plan shall be submitted to the City for review and approval prior to or concurrently with the first Site Plan / Preliminary Plat. The Water Master Plan shall show how the entire master-planned area will be serviced by the water campus(es) and provide information on water supply, treatment, storage, and distribution.

cc) A CMP level Wastewater Master Plan shall be submitted to the City for review and approval prior to or concurrently with the first Site Plan / Preliminary Plat. The Wastewater Master Plan shall address all upstream tributary areas and show how the entire master-planned area will be serviced by gravity sewer while demonstrating depth of cover requirements are satisfied.

Traffic

dd) A Traffic Impact Analysis (TIA) shall be submitted for review and approval by the City. Prior to any permit issuance, a TIA must be approved.

ee) All roads within and adjacent to the development shall be per the City approved Transportation Master Plan (TMP).

ff) All roadway cross sections and corresponding ROW shall comply with City of Buckeye Engineering Design Standards based on City approved TMP roadway classifications.

gg) Broadway Road will remain on the Broadway Road alignment.

hh) Desert Creek Parkway is a major arterial south of Broadway Road.

ii) Label 315th Ave south of Broadway Road as arterial.

jj) Any property owned/operated by the Roosevelt Irrigation District (RID) shall remain unaffected by any land use changes proposed within this CMP amendment.

kk) For employment uses, dock doors will not face the I-10 unless 100 percent screened from Interstate 10.

ll) For the first 1,000 feet of highway frontage on Parcel 504-11-027B, there shall be a berm, natural landform or wall of a minimum of six (6) feet in height along the sides of the I-10 freeway to provide some screening of future land uses. Berm or screening to be required at the time of building permit for land uses south of the freeway.

mm) A landscape palette for the parcels south of I-10 shall be reviewed and approved at the time of subdivision or site plan approval for a consistent landscape theme along this portion of the highway frontage.

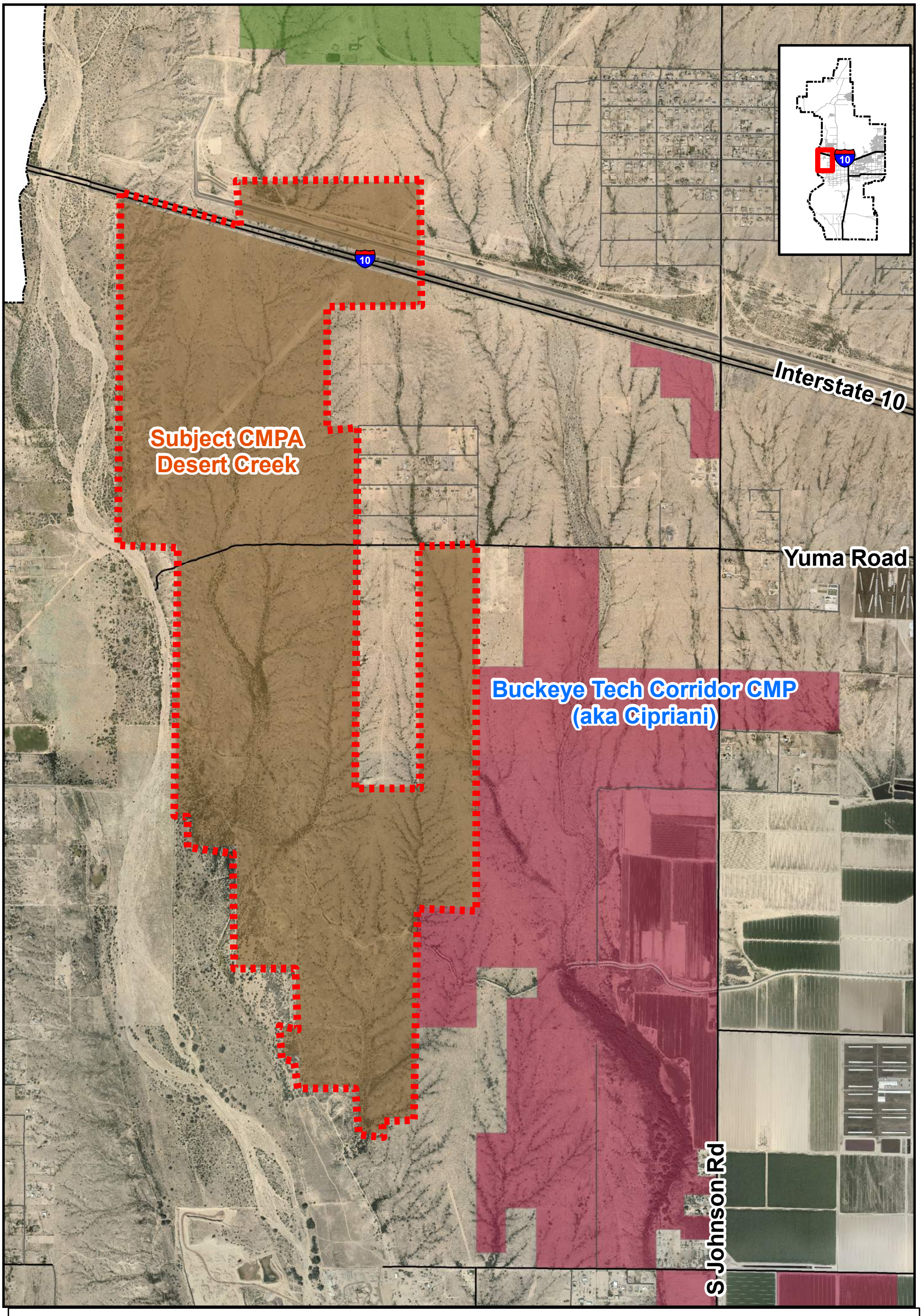
nn) Property owner shall dedicate a one-acre parcel in the northwest portion of parcel 504-11-027B for a potential City gateway sign/City entry feature for vehicles traveling along Interstate 10 eastbound into the City.

ATTACHMENTS:

Exhibit A - Aerial Vicinity Map
Exhibit B - Zoning Map
Exhibit C - General Plan Land Use Map
Exhibit D - Proposed Desert Creek CMPA Narrative
Exhibit E - Citizen Participation Report

Prepared By:
Bart Wingard, Principal Planner

Reviewed By:
Adam Copeland, Deputy Planning Director



VICINITY MAP

PLZZ-23-00014
Desert Creek CMPA
City Council District 1

BUCKEYE, AZ

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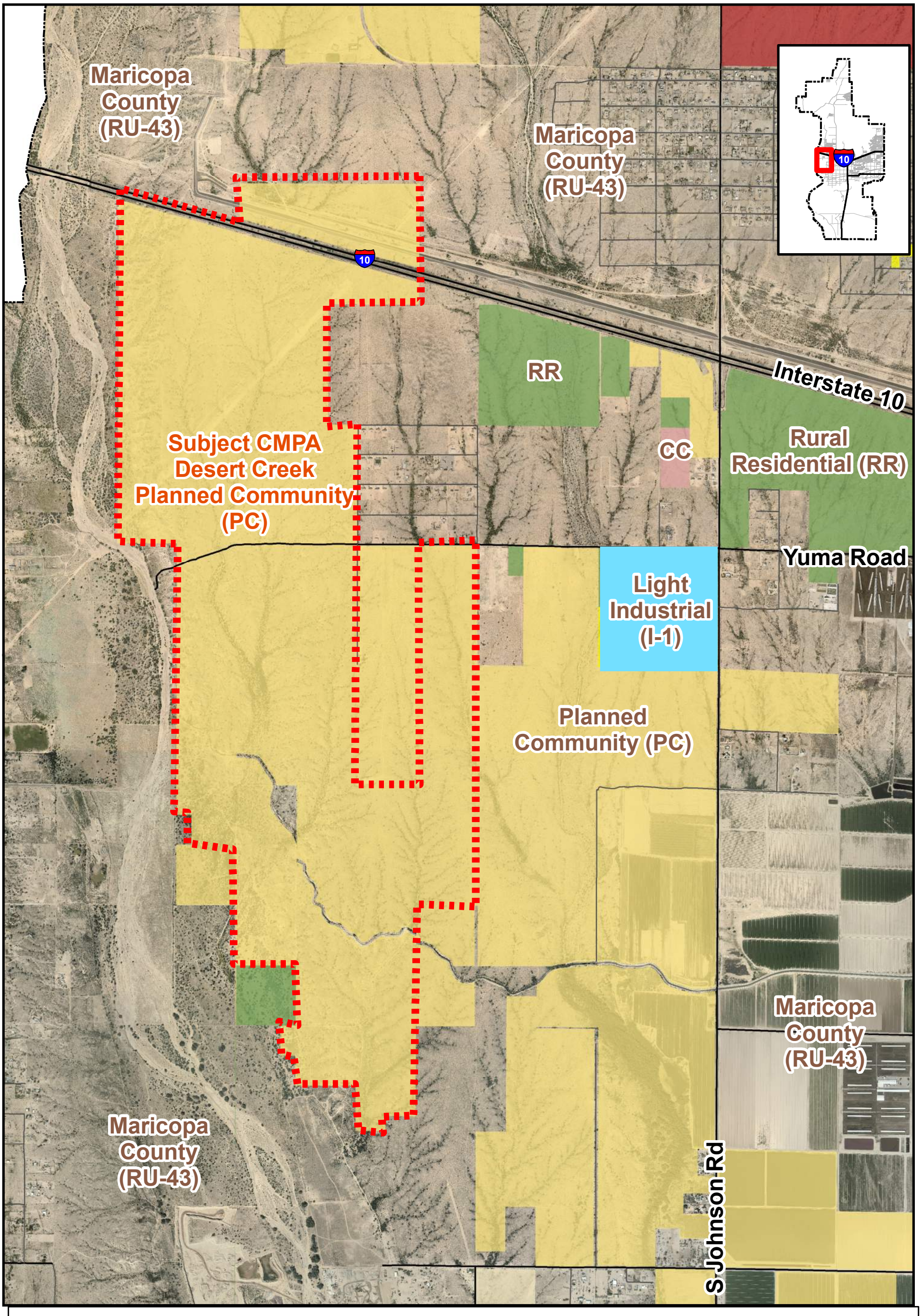

ZONING MAP

PLZZ-23-00014
Desert Creek CMPA
City Council District 1

BUCKEYE, AZ

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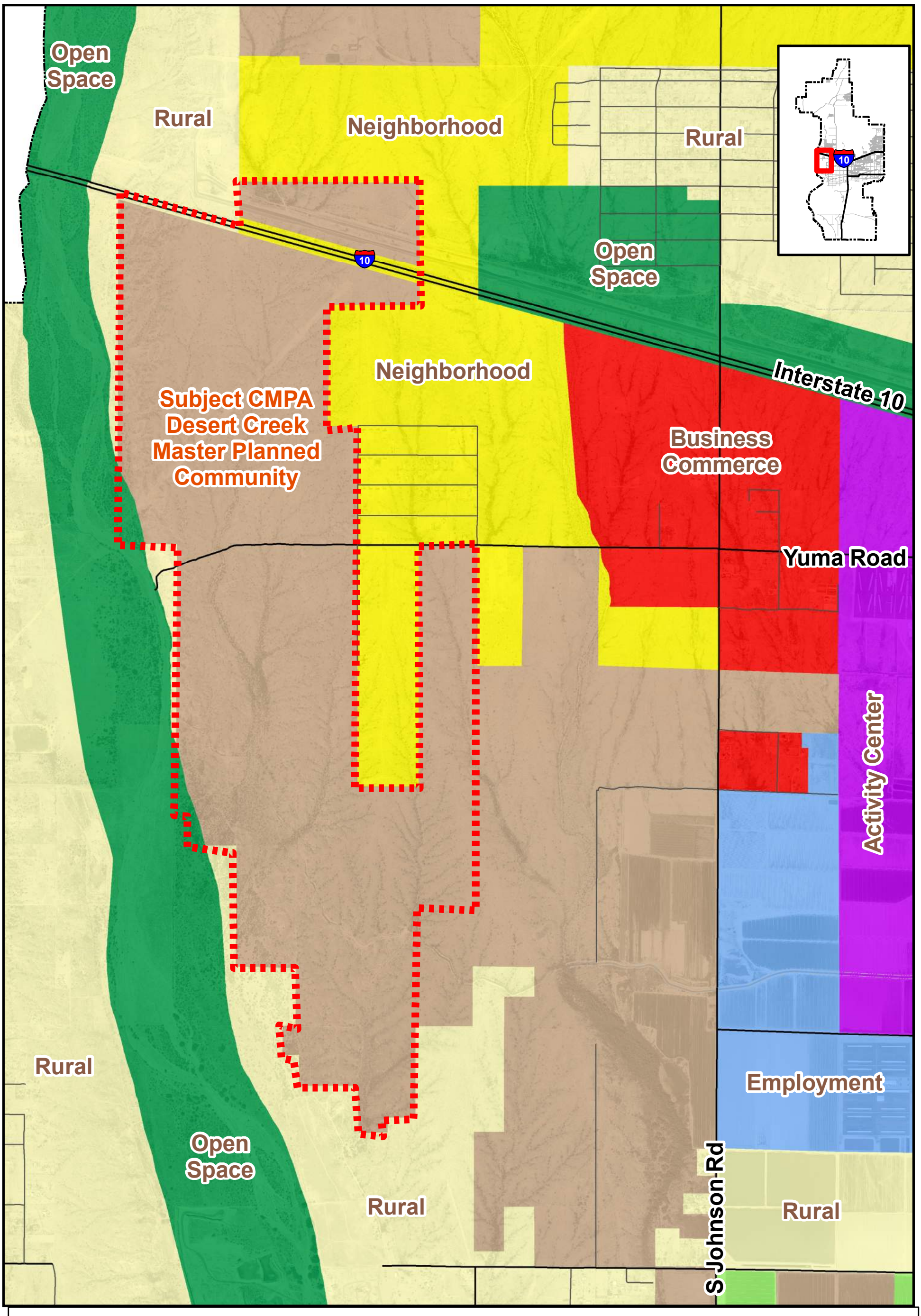

GENERAL PLAN MAP

PLZZ-23-00014
Desert Creek CMPA
City Council District 1

BUCKEYE, AZ

N W E S

3R PLZZ-23-00014 RECEIVED JAN 31 2024 WD

Desert Creek

Community Master Plan
1st Amendment

Project Narrative

323rd Avenue and Interstate 10
Buckeye, Arizona

Application Case #: PLZZ-23-00014
First Submittal: October 9, 2023
Second Submittal: December 27, 2023
Third Submittal: January 31, 2024

TB TIFFANY & BOSCO P.A.

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I. 1st Amendment Overview

Introduction to the 1st Amendment of Desert Creek Community Master Plan

The Desert Creek Community Master Plan (CMP) was originally approved in 2006 ("2006 CMP"). Desert Creek is a 2,233.8-acre master planned community in Buckeye's western growth area, conveniently located on both sides of the I-10 Freeway, east of the Hassayampa River and west of the future Cipriani master planned community. The 2006 CMP created land use entitlements for a highly amenitized Gateway Project for a mixture of uses, including single-family, multi-family residential, retail commercial, employment, and open space features including the Hassayampa Trailhead complimenting the proposed Maricopa County trail system. The project location on the western end of the city limits will be the City's entry point for traffic coming into the metropolitan area from the Southern California area. At the time, the CMP's approval was designed as a well-balanced, cohesive community where residents can live, work, and play; providing City of Buckeye ("City") residents with regional facilities, employment opportunities and furthering the objectives of the City's General Plan. Refer to **Figure 1a - 2006 Land Use Map** for a depiction of the original CMP.

The proposed 1st Amendment requests to modify the land uses of the master planned community per **Figure 3a – Land Use Map with Commercial/Employment (C/E) and Commercial/Employment/Residential (C/E/R) Overlay**. These combined overlays cover less than 30% of the Desert Creek Community Master Plan. This 1st Amendment request seeks to amend the land use plan to provide a flexible, but balanced, framework of employment, commercial and residential uses north of the Yuma Road alignment within the master planned community and to secure/enhance certain strategic open space buffers and corridors. The land use changes require amending **Figure 1b – 2006 Land Use Budget**.

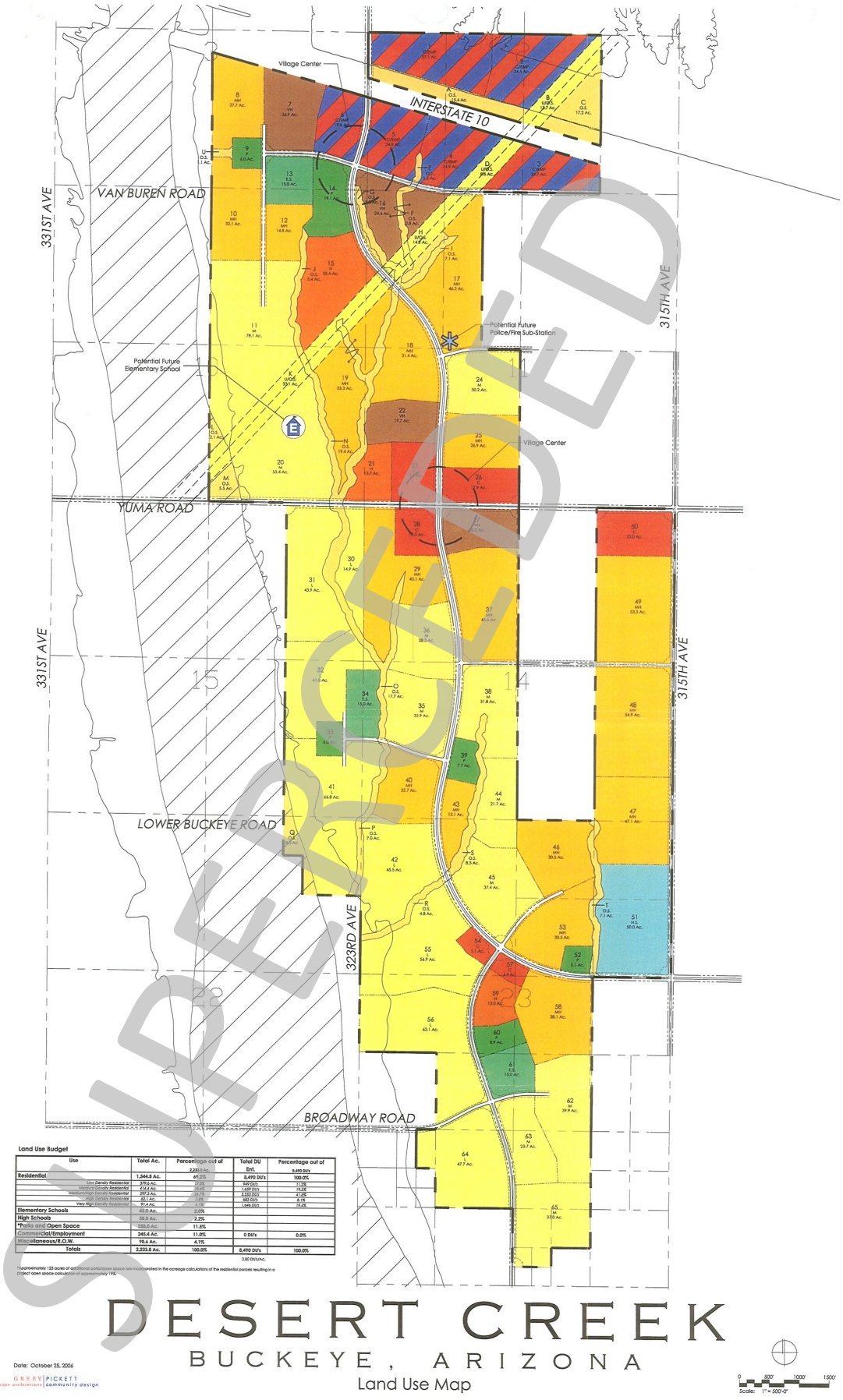


Figure 1a - 2006 Land Use Map

Land Use Budget				
Use	Total Ac.	Percentage Out of 2,233.8 Ac.	Total DU Ent.	Percentage Out of 8,490 DU's
Residential	**1,544.8**	69.2%	8,490 DU's	100.0%
Low Density Residential	379.6	17.0%	949 DU's	11.2%
Medium Density Residential	414.4	18.6%	1,659 DU's	19.5%
Medium/High Density Residential	597.3	26.7%	3,553 DU's	41.8%
High Density Residential	62.1	2.8%	683 DU's	8.1%
Very High Density Residential	91.4	4.1%	1,646 DU's	19.4%
Elemantary Schools	**45.0**	2.0%		0.0%
High Schools	**50.0**	2.2%		
***Parks and Open Space**	**258.0**	11.5%		
Commercial/Employment	**245.4**	11.0%	0 DU's	0.0%
Miscellaneous/ROW	**90.6**	4.1%		
Totals	2,233.8	100.0%	8,490 DU's	100.00%

SUPERCEDED

*Approximately 123 acres of additional parks/open space are incorporated in the acreage calculations of the residential parcels resulting in a project open space calculation of approximately 19%

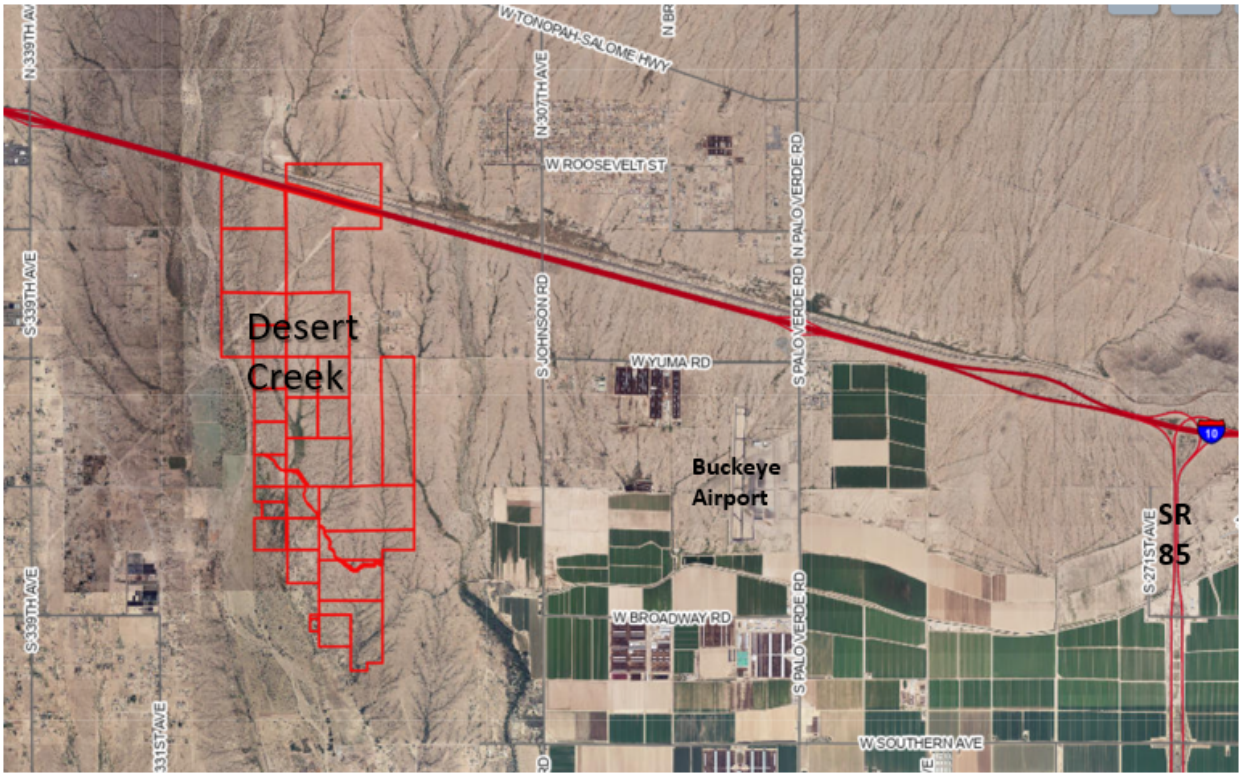
Figure 1b - 2006 Land Use Budget

Background

The original Desert Creek CMP designated 1,544.8 acres Residential, 245.4 acres Commercial and Employment, and 353 acres Schools/Parks/Open Space. The remaining balance of the acreage within the Desert Creek CMP was attributed to transportation elements. Only 165 acres of the 245.4 acres of Commercial and Employment were adjacent to Interstate 10.

As is demonstrated within this CMP amendment, Desert Creek incorporates an exceptional amount of open space (19%) highlighting the project's proximity to the Hassayampa River. Desert Creek is uniquely situated and designed to provide a wide blend of housing types to serve a broad spectrum of residential living preferences, as well as a variety of employment options for residents of Desert Creek, the greater Buckeye area and southwest region. The Interstate 10 ("I-10") access, along with general proximity of the Buckeye Municipal Airport, should create a unique locational synergy with exceptional options for employment and transportation. Refer to **Figure 2 - Aerial** for Desert Creek's location within western Buckeye and I-10 frontage.

Figure 2 - Aerial



The original Desert Creek Land Use Map ("2006 Land Use Map") illustrates various designated land uses by color, similar to a General Plan land use map. Refer to **Figure 1** for the 2006 Land Use Map. The land uses map was designed in 2006 for the original CMP's approval. It was understood back then that designing a CMP land plan, colors provided an estimated amount and location of a specific type of land use throughout the entire community, similar to the City's zoning map. The 2006 Land Use Map was further described as integrating with future surrounding developments to provide the full complement of land uses necessary to serve all life needs within the Buckeye community. It is with this statement that an update to the 2006 Land Use Map is being proposed.

The employment and commercial uses included in the 2006 Land Use Map were placed along the I-10 to take advantage of the direct access to 1-10 and close proximity to the Buckeye Municipal Airport. The 2006 CMP narrative stated that "*Desert Creek will have significant appeal for new businesses looking to take advantage of the favorable business environment Buckeye is building*." With emphasis on the previous sentence, we are proposing to update the Desert Creek CMP to take advantage of Buckeye's evolving and growing business environment.

Proposed 1st CMP Amendment

While this proposed 1st CMP Amendment includes details and updates for the overall CMP area, the main focus is to provide a flexible land use framework for the area north of Yuma Road, closest to the I-10 corridor. The change to land uses south of Yuma Road includes additional open space designations along the master planned community's western boundary adjacent to the Hassayampa River basin. This change includes a linear open space designation adjacent to the river basin. Again, the 1st CMP Amendment Area primarily consists of addressing and updating the land use framework for the approximately 930 acres north of the future Yuma Road alignment. The only changes to the land use map on the properties south of Yuma Road within Desert Creek are associated with the enhancements to the open space as shared below.

II. Amendment Proposal

The request is to re-purpose the land uses on the northernmost +/-930 acres within the Desert Creek CMP. Essentially, the goal is to update the land use plan and associated plans within the original CMP by addressing today's and near future real estate market conditions. The previous land use plan only designated 165 acres for commercial and employment uses along the freeway corridor. Because of the nature of today's real estate market, Buckeye has become an ideal location for economic development with its major interstate corridors, strategic location in the valley and proximity to the California ports and California's non-business friendly economic environment. The proposed CMP amendment seeks to create a comprehensive land use approach for the northern portion of the land within the CMP, while also enhancing the projects' overall open space system. The amendment provides for a public, regional linear open space corridor along the banks of the Hassayampa River, providing a significant recreational trail and open space connections that benefit the City and its residents.

Goals and Objectives

As stated above, the goal is to create a strategic change to the land use plan to create a flexible framework and land use category that provides for employment, commercial and residential uses within an approximate +/-930-acre area, north of Yuma Road. Per the existing CMP, much of the land flanking the north and south sides of the I-10 freeway is currently designated for a mixture of employment and commercial uses with some residential land use designations. Under the current CMP, multifamily is permitted land use within the Commercial/Employment category (the dual red/blue crosshatched areas). Per this 1st CMP Amendment, residential uses would be prohibited within the Commercial/Employment category. In addition, a new optional Commercial/Employment overlay (C/E overlay) will be introduced to expand the C/E areas along the I-10 corridor (please see **Figure 3a – Land Use Map with C/E and C/E/R Overlay**). The C/E Overlay covers 104.5 acres of lands adjacent to the freeway (4.7% of the Desert Creek Community Master Plan). This area of Desert Creek is ideally located at the western entrance to the City off a major interstate. Providing for Commercial/Employment land uses as an option within this portion of the CMP allows Desert Creek to strategically market this portion of the community for future City economic development and industry.

South of the C/E overlay (and north of Yuma Road), the 1st CMP Amendment seeks to introduce a Commercial/Employment/Residential overlay (C/E/R overlay) to provide for a flexible allowance of the existing land uses from the approved 2006 land use map, but also allow for economic development flexibility in this area north of Yuma Road, closest to the future freeway interchange (please see **Figure 3A**). The new C/E overlay and C/E/R overlay will adhere to **Figure 3b – Land Use Budget with C/E and C/E/R Overlay**. The resulting land use changes create approximately 4.7% of the master planned community with a Commercial/Employment overlay designation consistent with the 2006 original land use map. The remainder of the land uses north of Yuma Road will have Commercial/Employment/Residential overlay encompassing approximately 25.1% of the overall master planned community. The resulting overlays allow for future economic development in an exceptional location along the City's entrance on a major interstate. The flexible overlays also allow for the development of essential housing adjacent and near this potential future economic development hub. This forward thinking overlay approach ensures Desert Creek remains a vital future master plan with appropriate and flexible land uses.

To ensure orderly development of the area north of Yuma Road, the area has been divided into Pods. Within the entire C/E/R Overlay area (560.3 acres), a minimum of twenty-five (25) percent will be required to be residential uses (140.1 acres). Commercial uses are complementary with both residential and employment uses and will be allowed within all Pods. Residential uses are not complementary with employment uses. Therefore, Pods that develop into residential uses will not have employment uses and vice versa. Once whichever land use is introduced within a particular Pod, only complementary uses will be allowed for the remainder of that Pod.

Figure 3c – Pod Location Map demonstrates how the area north of Yuma Road is initially divided into Pods along Significant Separators such as the I-10, arterial roadways, or the 450-foot-wide utility corridor easement. Significant Separators are defined as a minimum aggregate distance of 150' composed of right-of-way, drive isles, utility corridors, designated open space, or a combination thereof. The Pods may be reconfigured through the administrative approval process as new Significant Separators are introduced as the area north of Yuma Road develops.

A minimum of 25% of the C/E/R Overlay Pods will include residential, which means a maximum of 75% of the C/E/R Overlay Pods may contain employment. Within a C/E/R Overlay Pod, the maximum density for the Pod will be limited to 8 DU/ac.

The update to the CMP includes essential buffers and protections between the possible residential and non-residential uses. In the event that separate Pods have non-residential and residential uses within proximity or adjacent to one another, mitigation efforts will be taken to buffer the residential land uses from the non-residential land uses. **Figure 5 - Landscape Buffer and Setback Table** describes the land use relationships between residential and non-residential land uses proposed for the overlay area north of Yuma Road. The resulting land use designations accomplishes the following goals and objectives:

- The combined Overlays cover less than 30% of the Desert Creek Community Master Plan
- The Commercial/Employment Overlay (C/E Overlay) encompasses approximately 4.7% of the overall master planned community aligning the land use along the I-10 freeway corridor (104.5 acres)
- The Commercial/Employment/Residential Overlay (C/E/R Overlay) covers only 25.1% of the overall master planned community (560.3 acres)
- A minimum of 25% of the C/E/R Overlay will be required to be residential uses (140.1 acres)
- To ensure orderly development of the area north of Yuma Road, the area has been divided into Pods allowing only complementary land uses within each Pod
- Employment and Residential are considered non complementary land uses
- The Pods are based on Significant Separators, which are defined as a minimum aggregate distance of 150' composed of right-of-way, drive isles, utility corridors, designated open space, or a combination thereof
- A maximum of 75% of the C/E/R Overlay Pods (Pods 4-6) will be employment
- The maximum density for a C/E/R Overlay Pod will be 8 DU/ac
- Updates the 2006 land use plan to meet current and future land uses
- Provides a flexible and sound underlying set of land uses that addresses the northern portion of Desert Creek's location as the City's western entrance along Interstate 10
- Readdresses the location of major open spaces based on Desert Creek's location along the Hassayampa River and future regional trail system
- Allows for the remainder of Desert Creek to develop in a more traditional master planned community

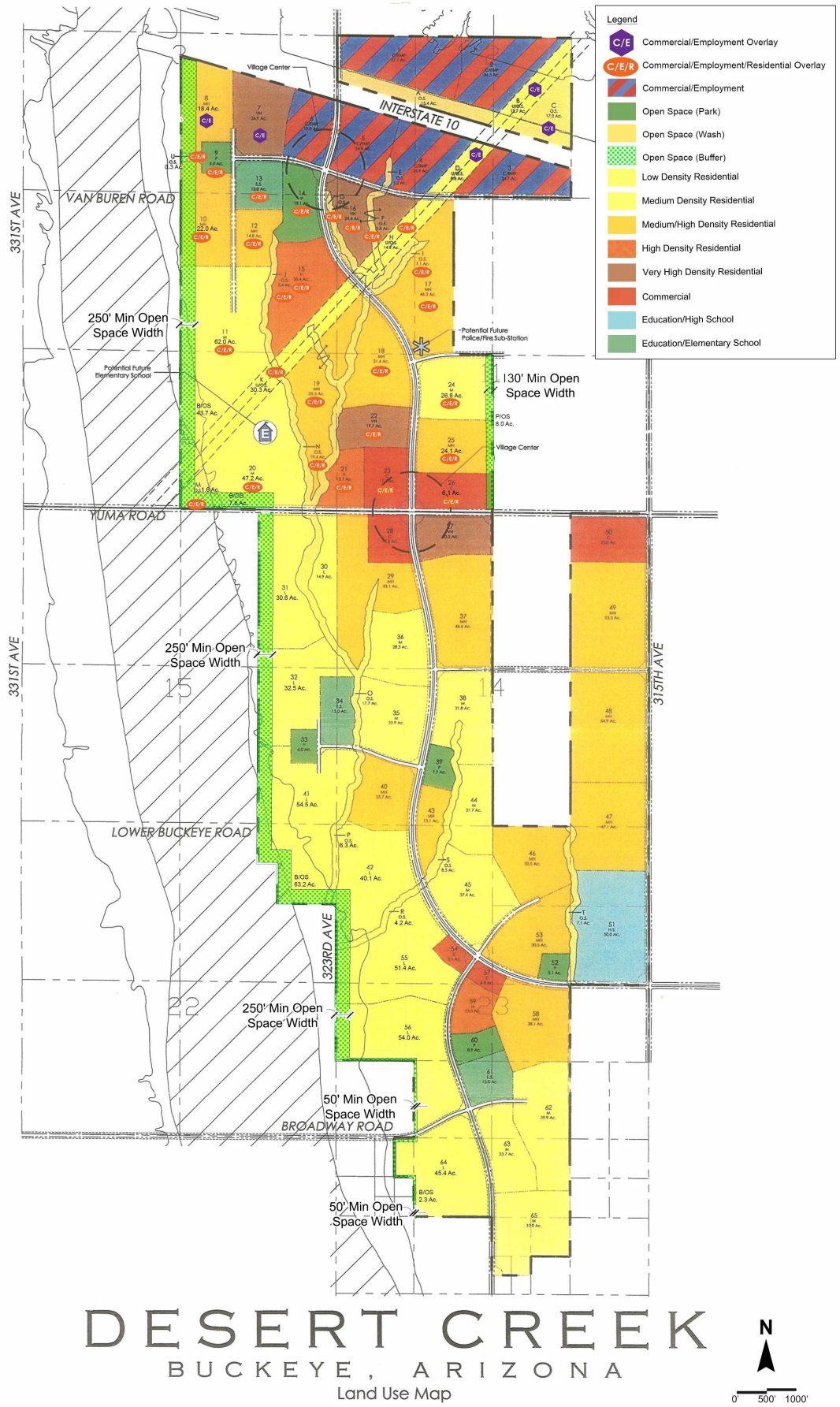


Figure 3a - Land Use Map with Commercial/Employment (C/E) Overlay and Commercial/Employment/Residential (C/E/R) Overlay

Land Use Budget

Use	Total Ac.	Percentage of 2,233.8 Ac.	Total DU	Percentage of 8,488 D.U.	Commercial/Employment Overlay (C/E)				Commercial/Employment/Residential Overlay (C/E/R)					
					C Ac.	C % of Ac.	E Ac.	E % of Ac.	C Ac.	C % of Ac.	E Ac.	E % of Ac.	R[3] Ac.	R % of Ac.
Residential[2]	**1,440.7**	**64.5%**	**8,488**		**45.3**	**2.0%**	**45.3**	**2.0%**	**403.2**	**18.0%**	**403.2**	**18.0%**	**403.2**	**18.0%**
Low Density Residential	*323.4*	*14.5%*	*949*	*11.2%*										
Medium Density Residential	*388.7*	*17.4%*	*1,659*	*19.5%*					*136.0*	*6.1%*	*136.0*	*6.1%*	*136.0*	*6.1%*
Medium/High Density Residential	*575.1*	*25.7%*	*3,553*	*41.9%*	*18.4*	*0.8%*	*18.4*	*0.8%*	*173.8*	*7.8%*	*173.8*	*7.8%*	*173.8*	*7.8%*
High Density Residential	*62.1*	*2.8%*	*683*	*8.0%*					*49.1*	*2.2%*	*49.1*	*2.2%*	*49.1*	*2.2%*
Very High Density Residential	*91.4*	*4.1%*	*1,644*	*19.4%*	*26.9*	*1.2%*	*26.9*	*1.2%*	*44.3*	*2.0%*	*44.3*	*2.0%*	*44.3*	*2.0%*
Elementary Schools	**45.0**	**2.0%**							**15.0**	**0.7%**	**15.0**	**0.7%**	**15.0**	**0.7%**
High Schools	**50.0**	**2.2%**												
Designated Open Space[1]	**363.9**	**16.3%**			**59.2**	**2.7%**	**59.2**	**2.7%**	**108.4**	**4.9%**	**108.4**	**4.9%**	**108.4**	**4.9%**
Park	*52.8*	*2.4%*			*3.0*	*0.1%*	*3.0*	*0.1%*	*22.1*	*1.0%*	*22.1*	*1.0%*	*22.1*	*1.0%*
Open Space	*311.1*	*13.9%*			*56.2*	*2.5%*	*56.2*	*2.5%*	*86.3*	*3.9%*	*86.3*	*3.9%*	*86.3*	*3.9%*
Commercial[2]	**78.6**	**3.5%**							**33.7**	**1.5%**	**33.7**	**1.5%**	**33.7**	**1.5%**
Commercial/Employment[2]	**165.0**	**7.4%**												
Miscellaneous/R.O.W	**90.6**	**4.1%**												
Total[4]	**2,233.8**		**8,488**		**104.5**	**4.7%**	**104.5**	**4.7%**	**560.3**	**25.1%**	**560.3**	**25.1%**	**560.3**	**25.1%**

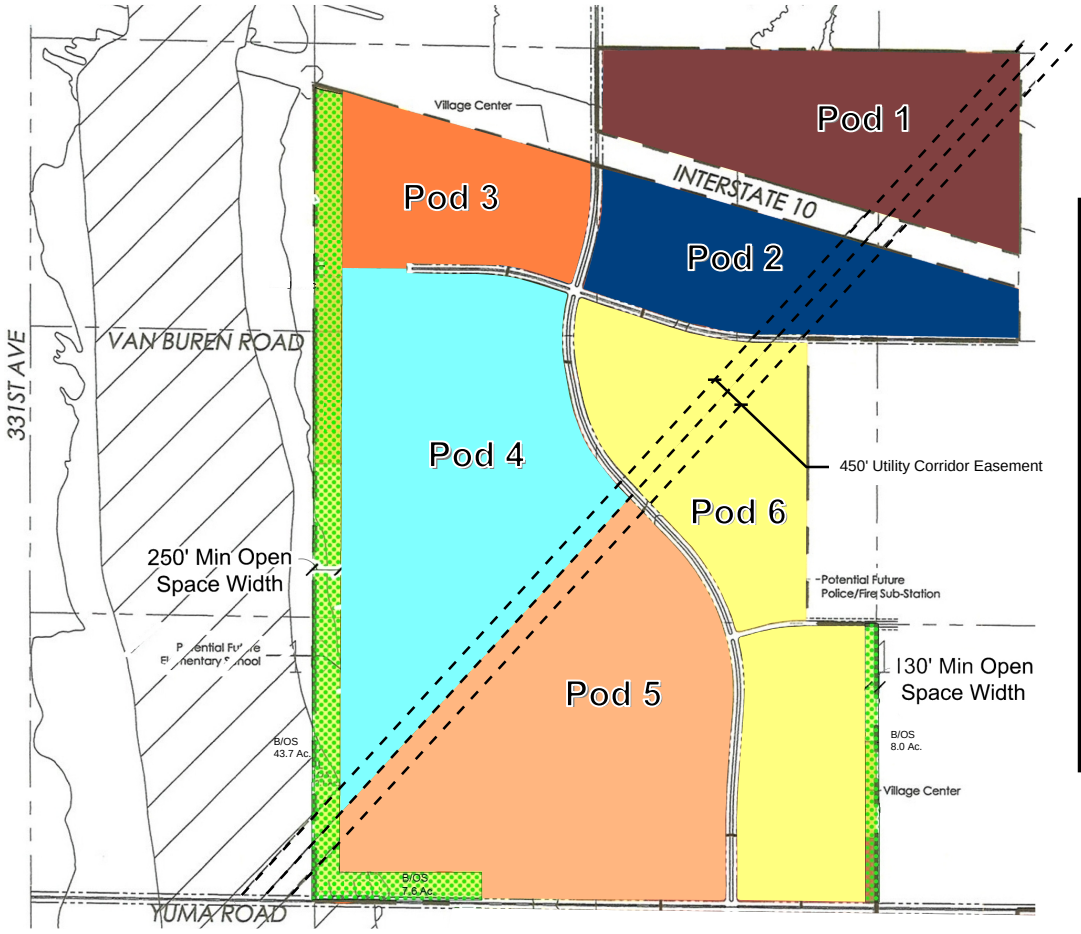
[1] Desert Creek requires 424.4 acres of Designated Open Space (19% of 2,233.8 acres)

[2] Potentially includes contributions towards Desert Creek's Designated Open Space requirement

[3] Includes potential Elementary School

[4] The Overlays cover only 29.8% of the Desert Creek Community Master Plan (664.8 acres). The C/E Overlay covers 4.7% (104.5 acres). The C/E/R Overlay covers only 25.1% (560.3 acres).

Figure 3b - Land Use Budget with C/E and C/E/R Overlay



Description	Acres
Pod 1	117.9
Pod 2	84.2
Pod 3	67.4
Pod 4	192.1
Pod 5	201.0
Pod 6	167.2
Open Space (Buffer)	59.3
R/W	38.0
Total Area north of Yuma Rd.	**927.1**

Figure 3c – Pod Location Map

With this updated overlay designation, the land can be planned for significant employment uses, regional or support commercial uses and/or use the underlying residential categories for employee/employer housing opportunities, as well as other housing needs. The land plan change allows for flexibility in size of land use allowed and location all while adhering to **Figure 3b – Land Use Budget with C/E and C/E/R Overlay**. At the site plan review and/or platting process, infrastructure and circulation master plans will need to be provided to ensure any development within Desert Creek has the capabilities to support the specific land use proposals. All roadway alignments, segments, intersection layouts, and traffic control shown in the CMP are conceptual at this time. Prior to any Final Plat or Final Site Plan, a Traffic Impact Analysis (TIA) will be required. All road sections will be verified with TIA submitted at time of development. The 1st CMP Amendment allows the properties north of Yuma Road to be marketed and planned for the City's next employment core, a mix of employment and support commercial uses or a combination of all land uses creating a live-work environment in west Buckeye.

Land Use Table

The 1st CMP Amendment will update **Figure 4a – 2006 Land Use Table** to complement the update to the land use plan. Please note, Figure 4a includes three (3) corrections in blue to the superseded 2006 Land Use Table. Please see **Figure 4b – Land Use Table** for a view of the updated Land Use Table that aligns with the updated Land Use Plan and Land Use Budget.

Designation	Acreage	Density Range	Dwelling Unit Range	% of Development Acreage
Residential				
Low Density Residential	379.6	1 – 2.99	379 - 1,135	17.0%
Medium Density Residential	414.4	3 - 5	1,243 – 2,072	18.6%
Medium High Density Residential	597.3	4 – 8	2,389 – 4,778	26.7%
High Density Residential	62.1	8 – 12	496 – 745	2.8%
Very High Density Residential	91.4	12 – 18	1,096 – 1,645	4.1%
(A) **1,544.8** ~~1,602~~		**1 - 22**[1]	~~18~~ (B)	**69.2%**
Commercial & Employment				
Commercial & Employment Totals	**245.4**			**11%**
Schools, Parks & Open Space				
Schools	**95**[3]			4.25%
Designated Open Space (C) **258** ~~353~~[4]				11.5%
ROW	**90.6**			4.1%
Totals	**2,233.8**	**3.8**[2]		**100.0%**

SUPERSEDED

Land Use Table

1. Overall dwelling unit range – actual this Community Master Plan caps density for total project at 3.8 dwelling units per acre.
2. Maximum gross density for overall project is 3.8 with a maximum unit count of ~~8,484.~~ **8,488** (D)
3. Includes four elementary school sites and one high school site that have the possibility of being reconfigured as development patterns dictate.
4. Over 11% of the Desert Creek Master Plan area is earmarked for open space and park area. An additional 7-9% of open space will be provided within most parcels to handle retention and neighborhood recreational amenities, for a total of approximately 19% open space.

(A) Mathematical error (Residential categories equal 1,544.8 acres)

(B) Capped at 18 DU/Ac. per Very High Density Residential Density Range

(C) Mathematical error (inadvertently included the 95 acres from Schools in the Designated Open Space Total)

(D) Mathematical error (2,233.8 Ac. X 3.8 DU/Ac. = 8,488.44 DU which is to be rounded down to 8,488 DU)

Figure 4a - 2006 Land Use Table (with four (4) corrections in blue)

Land Use Table

Designation	Acreage	Density Range	Dwelling Unit Range	% of Development Acreage
Residential [2, 3, 8]	**1,440.7**	**1 - 18**	**8,488**	**64.5%**
Low Density Residential	323.4	1 - 2.99	379 - 1,135	14.5%
Medium Density Residential	388.7	3 - 5	1,243 - 2,072	17.4%
Medium High Density Residential	575.1	4 - 8	2,389 - 4,778	25.7%
High Density Residential	62.1	8 - 12	496 - 745	2.8%
Very High Density Residential	91.4	12 - 18	1,096 - 1,645	4.1%
Commercial & Employment [2]	**243.6**			**10.9%**
Commercial & Employment	165.0			7.4%
Commercial [6]	78.6			3.5%
Schools	**95.0**			**4.3%**
Elementary School [4]	45.0			2.0%
High School	50.0			2.2%
Designated Open Space [1, 5]	**363.9**			**16.3%**
Park	52.8			2.4%
Open Space	311.1			13.9%
Right of Way	**90.6**			**4.1%**
Right of Way	90.6			4.1%
Grand Total [7]	**2,233.8**	**3.8**	**8,488**	**100.0%**

[1] Desert Creek requires 424.4 acres of Designated Open Space (19% of 2,233.8 acres)

[2] Potentially includes contributions towards Desert Creek's Designated Open Space requirement

[3] Subject to C/E Overlay (45.3 ac) and C/E/R Overlay (403.2 ac)

[4] Subject to C/E/R Overlay (15.0 ac)

[5] Subject to C/E Overlay (59.2 ac) and C/E/R Overlay (108.4 ac)

[6] Subject to C/E/R Overlay (33.7 ac)

[7] Maximum Gross Density for overall project is 3.8 with a maximum dwelling unit count of 8,488 units

Figure 4b - Land Use Table

Landscape Buffer and Setback Table

		Arterial Roadways across from		Other Perimeter Roadways across from		Perimeter is Adjacent to	
		Industrial or Commercial	Residential	Industrial or Commercial	Residential	Industrial or Commercial	Residential
Residential	Landscape Buffer	35*	35	35	25	75***	0
	Setbacks to Building	45	45	45	35	85***	10
Industrial or Commercial	Landscape Buffer	35	35*	25	35**	0	75***
	Setbacks to Building	40	40	25	35**	0	75
	Height of Building	55' at setback; increase 1 ft for every 3 ft in additional setback to a max of 120 ft	55' at setback; increase 1 ft for every 3 ft in additional setback to a max of 120 ft	55' at setback; increase 1 ft for every 3 ft in additional setback to a max of 120 ft	55' at setback; increase 1 ft for every 3 ft in additional setback to a max of 120 ft	120 ft max	55' at setback; increase 1 ft for every 3 ft in additional setback to a max of 120 ft

**requires 120' minimum Arterial R/W*

***assumes 80' R/W, increases 1' for each 1' less than 80' R/W*

****assumes no other component of a Significant Separator is in use, reductions can be made if other components exist*

Figure 5 - Landscape Buffer and Setback Table

The updated land use table describes the new overlay proposed for the northern portion of Desert Creek area and the remaining, mainly unchanged, land uses for the remainder of Desert Creek, south of the Yuma Road alignment. Open space figures do not include interior acreages that will be dedicated for individual development buffers, retention areas and pocket parks.

Amended Narrative Sections

As described above, the majority of this 1st Amendment CMP Amendment applies to the overlay added to the lands north of the Yuma Road alignment. We methodically went through the 2006 CMP and notated the revisions associated with this 1st Amendment.

III. CMP Background and Amendment Impacts

Permitted Uses

The land uses proposed within the 1st Amendment do not significantly alter the land uses allowed within the original CMP approval. The major shift in land use is allowing a mix of permitted uses in a significant core area in the northern portions of the master planned community. The optional C/E Overlay allows for commercial/employment to fully cover the I-10 freeway frontage and remove residential directly adjacent to the freeway. The optional C/E/R Overlay allows for commercial/employment/residential on the remainder of the northern portion of Desert Creek allowing for a mixture of commercial, employment and residential uses as the market dictates. Desert Creek's location along I-10 and proximity to the future I-11 corridor to the northwest is a logical area to increase the amount of allowed employment and commercial uses. The Permitted Uses per **Figure 6** (in conjunction with its accompanying notes), combined with the Landscape Buffer and Setback Table per **Figure 5**, the Land Use Table per **Figure 4b**, the Land Use Budget with C/E and C/E/R Overlay per **Figure 3b** and the Land Use Map with C/E and C/E/R Overlay per **Figure 3a** will guide the development of Desert Creek. Per the original CMP, Desert Creek's overall unit count will be limited to 8,488 residential units (3.8 DU/ac on 2,233.8 acres). These residential opportunities to support the potential employment/commercial uses will provide for a unique and viable live-work-play environment. As each Site Plan or Final Plat is approved, assurances will be made to ensure the overall residential units within Desert Creek will not exceed 8,488.

Education / Schools

The original CMP committed to providing three (3) elementary school sites to the Palo Verde School District, with a potential fourth site identified, if needed, and a high school site to the Buckeye Union High School District. The applicant reserves the right to reconfigure the designated school sites as development patterns dictate and subject to the approval of the impacted District. We intend to notify and work with the school districts on school locations throughout the master planned community with this submittal.

Open Space

The purpose of the CMP amendment was to update the land use plan for flexibility on land uses north of the Yuma Road alignment. In adjusting the land plan and land uses accordingly, the proposed change had impacts to the open space plan and the designations on the original open space plan. This CMP amendment updates the open space plan to provide significant public open space benefits along the Hassayampa River basin by providing a large open space buffer and regional trail system along this eastern bank of the Hassayampa River. The proposed open space corridor includes a 250-foot-wide open space area along the west side of the northern portion of Desert Creek. This wide-open space swath continues south of Yuma Road along a majority of the western edge of the master planned community and along the eastern edge of the Hassayampa River. As land within the community moves east away from the river, the linear open space becomes fifty (50) feet wide, which is still wide for a linear path along the west side of this portion of Desert Creek connecting to the larger open spaces to the north.

An additional minimum 130-foot wide-open space buffer is proposed along the east side of Desert Creek adjacent to the larger lot single-family homes in unincorporated Maricopa County. The open space will provide a significant buffer and setback from the proposed development within the northern portion of Desert Creek and those existing lots. The remainder of the 424.4 acres of designated open space (19% of the 2,233.8 acres) will be attained through neighborhood parks identified on the land use plan and open spaces provided as each development plan is submitted to the City for review and approval. A minimum of 10% designated open space will be required from each development. Designated open space is the combination of the open space and parks shown on the Open Space Master Plan as well as the open space designated with each approval of a Site Plan or Final Plat. The goal of this 1st Amendment is to strategically position a significant amount of the open space adjacent to the Hassayampa River open space amenity and future trail system. With each Site Plan or Final Plat approval, each project's designated open space will be added to the combined designated open space tabulation for Desert Creek to ensure there remains sufficient undeveloped areas within Desert Creek to fulfill the designated 19% open space commitment. Designated open space on approved Site Plans include those landscaped areas used for buffers, setbacks, retention basins and parking medians.

Other than the update to the landscape, open space and land use plans identifying the new open spaces, all of the open space designs, character, paseos, interpretive nodes, community entries and monumentations will remain unchanged with this update to the CMP. Please refer to the updated **Figure 7 – Open Space Master Plan** and **Figure 8 – Landscape Master Plan**. In the Open Space Master Plan, Primary Paths, Secondary Paths, and Accessible Trails from the City of Buckeye's Parks & Recreation Master Plan and Transportation Master Plan have been incorporated such as the Hassayampa River Trail, Roosevelt Irrigation District Canal Trail, Johnson Wash Trail, Transwestern Pipeline Trail, and the Flood Retarding Structure Trail.

The land uses, development standards, landscaping, lighting, drainage, master plans and utilities and community management and maintenance will remain as originally approved.

Figure 6 – Permitted Uses

Use	Residential					Commercial/Employment, C/E Overlay, and the "C/E" portion of the C/E/R Overlay	the "R" portion of the C/E/R Overlay
	Low	Medium	Medium/ High	High	Very High		
Single –family Dwelling Units	P	P	P				P
Multiple-family Dwelling Units			P	P	P		P
Commercial/Retail/ Service Establishments					17	P	P
Auto Dealerships						P	P
Automobile Services						1	1
Banking & Financial Services					17	P	P
Cellular Communications Facilities						18	18
Child Care Facilities						P	P
Construction Storage	2	2	2	2	2	P	2
Data Center						P	P
Designated Open Space	P	P	P	P	P	P	P
Drive-Thru Businesses						P	P
Entertainment Uses					17	3	3
Food/Grocery Stores					17	P	P
Governmental Uses	P	P	P	P	P	P	P
Guest House/Accessory Building	4	4	4				4
Health Clubs					17	5	5
Home, Group or Assisted Living	6	6	6	6	6	6	6
Home Occupations	7	7	7	7	7		7
Industrial						P	
Laundry Facilities				8	8	P	P
Livestock	9						
Manufacturing						P	
Medical Offices/Clinics					17	P	P
Mini Storage						P	P
Office: Professional, Business, High-Tech, Administrative					17	P	P
Outdoor Storage	10					10	10
Personal Service Businesses					17	11	P
Private Recreational Facilities				P	P	P	P
Public/Private Parks & Recreation	P	P	P	P	P	P	P
Public Utility Buildings and Facilities	P	P	P	P	P	P	P
Religious Facilities	P	P	P	P	P	P	P
Restaurants					17	12	P
Sales/Leasing Offices					17	P	P
Schools, Public/Private	P	P	P	P	P	P	P
Storage Facility, Permanent				13	13	P	13
Temporary Uses	14	14	14	14	14	14	14
Temporary Facilities/Storage	15	15	15	15	15	15	15
Vehicle Storage	16	16	16	16	16	16	16
Veterinary Offices/Clinics						P	P
Warehousing						P	

Permitted Uses with Associated Numerical Designation

1) Automobile services are allowed including, but not limited to, gas or service stations, automobile repair, and convenience stores (with or without fuel pumps).

2) Construction equipment and material storage is allowed as a temporary use for builders/developers within the Desert Creek Community as follows:

   (a) Outdoor lighting is prohibited in residentially zoned areas;

   (b) Outdoor lighting within commercial or employment areas shall be placed so as to reflect light away from adjacent residential uses; and the ROW

   (c) A chain link fence shall enclose construction equipment and storage yards. This fence shall be at least six feet in height but not more than 8 feet in height providing effective screening from adjoining properties and uses. Said fencing must be of material which obscures at least ninety-five percent of wall plane of the fence;

   (d) Fencing shall not encroach in front or street side yard setback areas;

   (e) Equipment parking, and material storage is prohibited outside of the fenced area;

   (f) Site shall be maintained in such a manner that it is neither obnoxious nor offensive by reason of emission of odor, dust, smoke, gas, noise, vibration, electromagnetic disturbance, radiation or other similar causes detrimental to the public health, safety or general welfare;

   (g) Storage yard must be surfaced with a dust free material;

   (h) All storage yards must be removed and restored to original condition within thirty days of completion of construction.

3) Entertainment uses are allowed including, but not limited to, museums, theaters, cinemas, auditoriums, and places of public assembly, excluding adult theatres and adult live entertainment.

4) Guest Houses are allowed attached or detached subject to the following:

   (a) Primary residence must be on the front portion of the lot;

   (b) Guest house must fit within the building setbacks;

   (c) All other applicable ordinances must be met.

5) Health clubs are allowed including, but not limited to, aerobics/dance/gymnastics and martial arts studios.

6) Group or Assisted Living Homes are allowed in Residential districts only with an approved City of Buckeye Conditional Use Permit.

7) Home occupations shall be subject to the following and any requirements of the Development Code at the time of submittal, whichever is more restrictive:

   (a) Employees shall be limited to the principal occupant;

   (b) Uses are limited and exclude bed and breakfast, manufacturing, industrial, mercantile,

commercial storage, vending, and adult uses;

(c) Minimal use of the unit for the occupation is required;

(d) The occasional use of the dwelling unit for business meetings, appointments, gatherings, or day care shall be permitted;

(e) Only occasional shipping and receiving from the dwelling unit shall be permitted;

(f) Heavy machinery or outdoor storage shall not be permitted;

(g) No signage, emblem, logo, or billboard of any kind will be displayed on any of the lots or common areas so as to be visible from neighboring property.

8) Private laundry facility allowed only as part of a multi-family complex.

9) Raising livestock for non-commercial gain, including horses. The use is intended for resident owner living on site. Use is subject to the following:

(a) Property must be a minimum of one-half acre;

(b) A minimum of 15,000 gross square feet of fenced area per animal is required;

(c) Use shall conform with appropriate health standards;

(d) Corrals may not be located in the front yard;

(e) Corrals shall not be located closer than one hundred (100) feet from any lot line; and

(f) Corrals shall be cleaned and waste material removed not less than two (2) times per week.

10) Outdoor Storage is permitted only as follows:

(a) Storage of materials, supplies or similar matter is prohibited outside an enclosed structure, unless associated with industrial or agricultural use. Storage of inventory materials, or other debris outside an enclosed building is prohibited in conjunction with a residential or commercial use;

(b) Storage associated with an industrial or agricultural use shall only be allowed within the confines of a solid fence or landscape screen not less than six (6) feet in height, unless no practicable alternative is available;

(c) Merchandise which is offered for sale may be displayed beyond the confines of an enclosed structure, the area of which shall not exceed ten percent (10%) of the principal building floor area, unless such merchandise is a type customarily displayed outdoors, such as automobiles and garden supplies;

(d) No display or storage of any type shall be permitted within the one-half (1/2) of the required front or side street setback nearest the street, nor within any required interior side or rear setback.

11) Personal Service Business are allowed as determined by the Development Services Director or designee to beauty and barber shops, laundry and dry-cleaning establishments;

12) Restaurants and restaurants with bars are allowed with required State and Local permits;

13) Permanent storage facility allowed for resident use only.

14) Temporary Uses include sales/marketing facilities, model home complexes, and related accessory uses, as determined by the Development Services Director or designee.

15) Temporary facilities/storage are allowed only if incidental to construction project and located on the project site and properly screened. These regulations shall not be applicable to any storage being placed in a certain location less than twenty-four (24) hours, unless the storage constitutes a public hazard or nuisance.

16) Vehicle Storage is allowed or prohibited as follows:

(a) Mobile or manufactured homes are allowed to be stored only in conjunction with an industrial use and shall be placed in the rear half of the lot;

(b) Recreational vehicles shall be parked to the rear of the front setback line;

(c) Construction equipment or trucks over a two (2) ton gross weight, or similar sized vehicles, shall not be parked in a residential area;

(d) Inoperable vehicles shall be stored only in conjunction with an industrial use completely screened from view of a public street;

(e) There shall not be any type of vehicle stored on a vacant parcel of land.

17) These uses shall only be permitted in the Very High-Density Residential Category when uses as part of a mixed-use project, with commercial or employment uses.

18) Cellular Communications Facilities shall follow the Development Code requirements at the time of submittal.

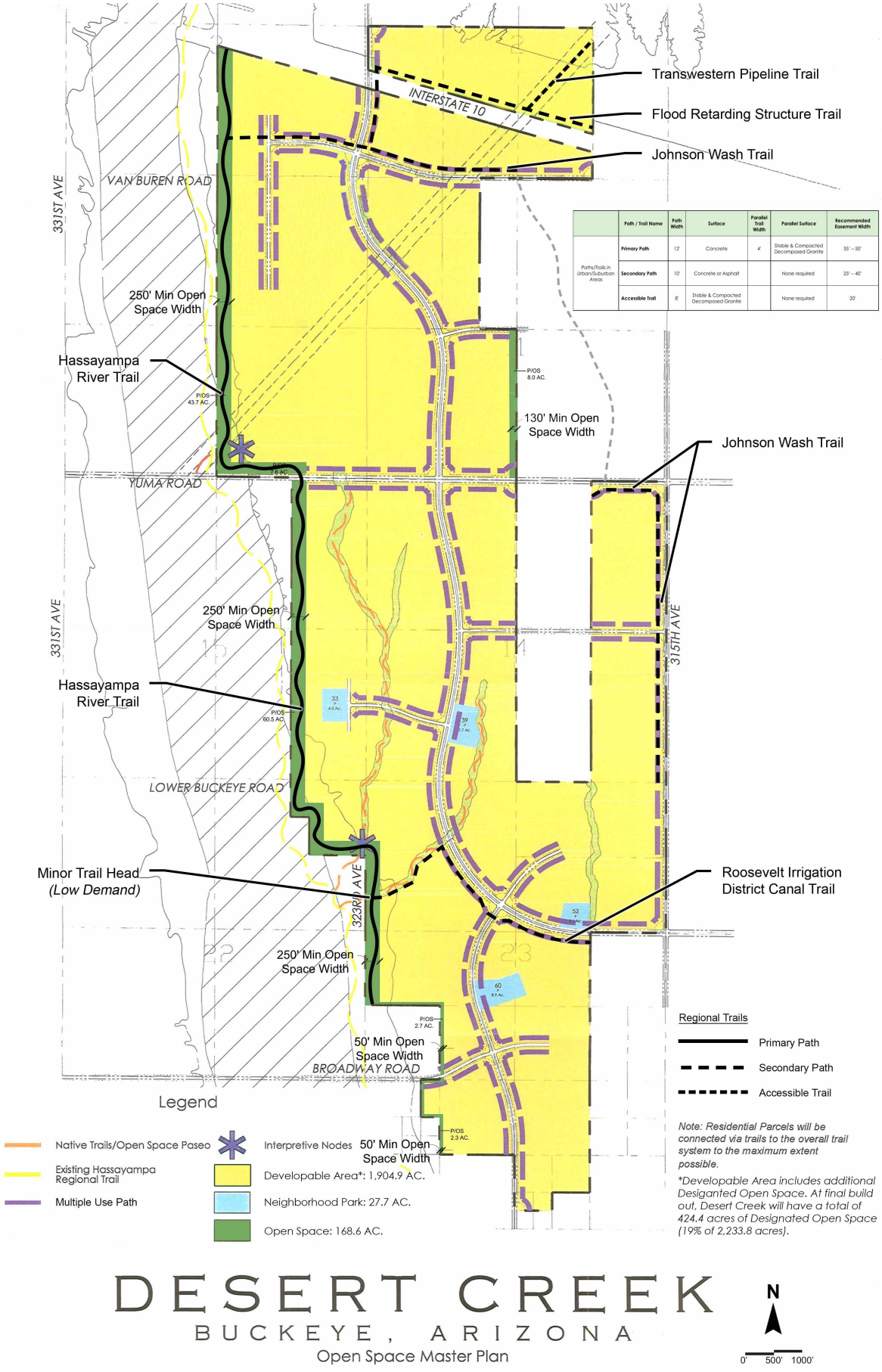


Figure 7 - Open Space Master Plan

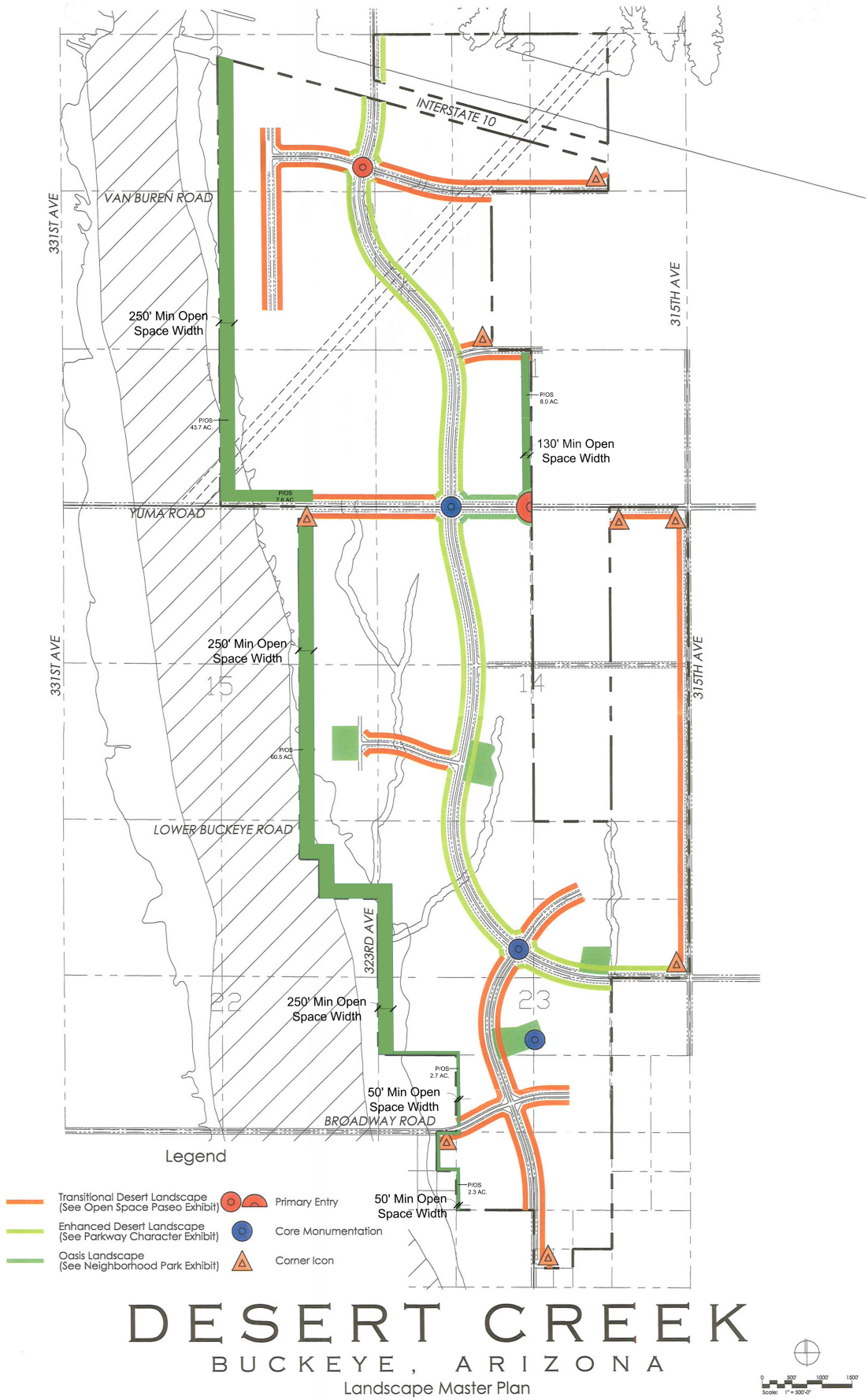


Figure 8 - Landscape Master Plan

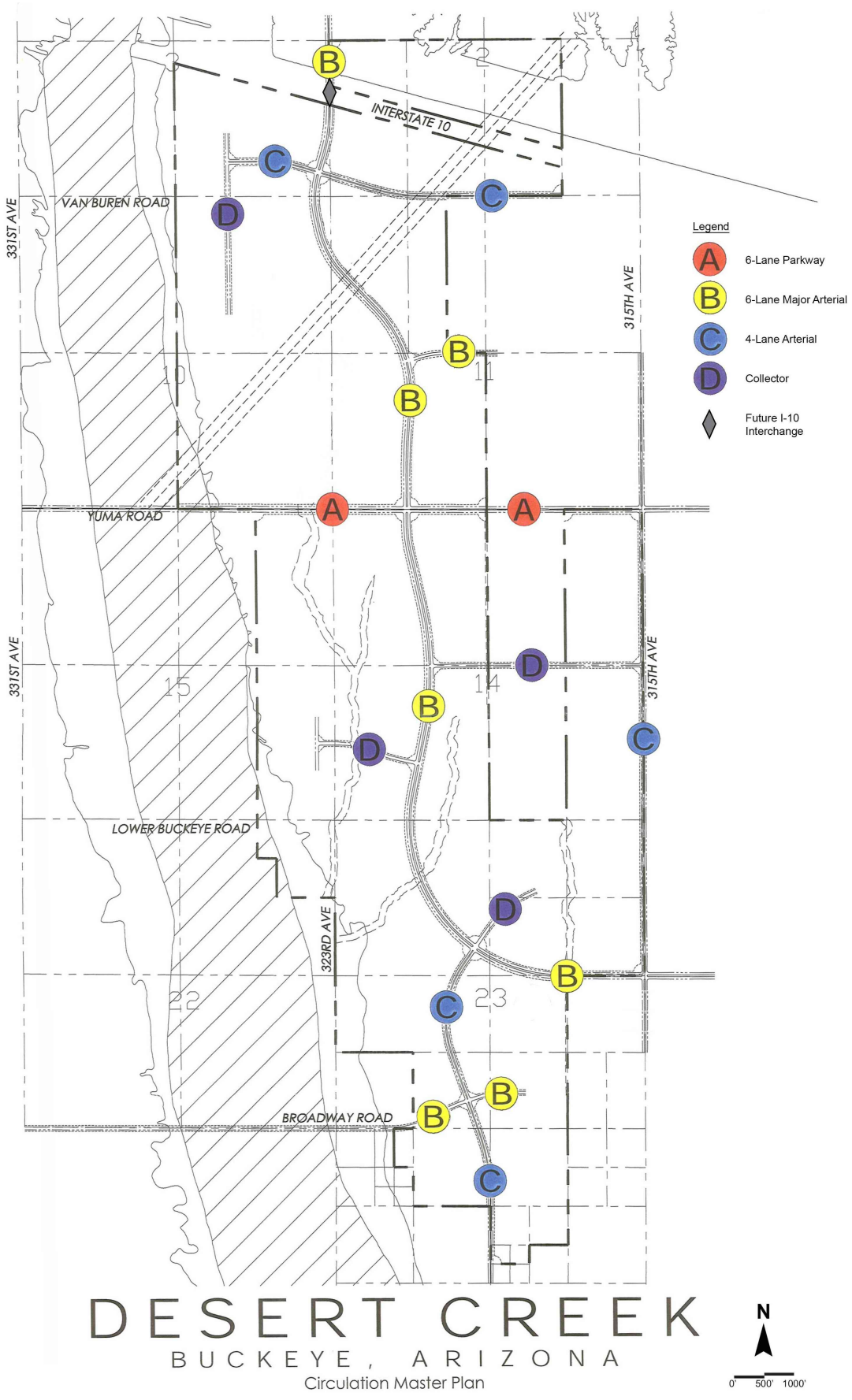


Figure 9 – Circulation Master Plan

IV. Access and Circulation

The overall CMP access and circulation plan remains the same as the original circulation master plan. Per the Circulation Master Plan (**Figure 9**), the main north/south arterial connecting the entire Desert Creek master plan from north of the I-10 freeway south to Broadway Road is still intact with this CMP amendment update. With the Hassayampa River to the west and unknown development plans directly east of Desert Creek, the internal east/west non-arterial roads will be identified at the site planning and platting processes.

V. Relationship with the Development Code

The regulations and provisions for land use and property development standards contained in the CMP take precedence over regulations covering land use and property development standards in the Development Code. Administrative procedures and development standards contained in the Development Code not covered by the CMP remain applicable to development within the site. In the event of a conflict between the provisions of the CMP and the Development Code, the provisions of the CMP shall prevail.

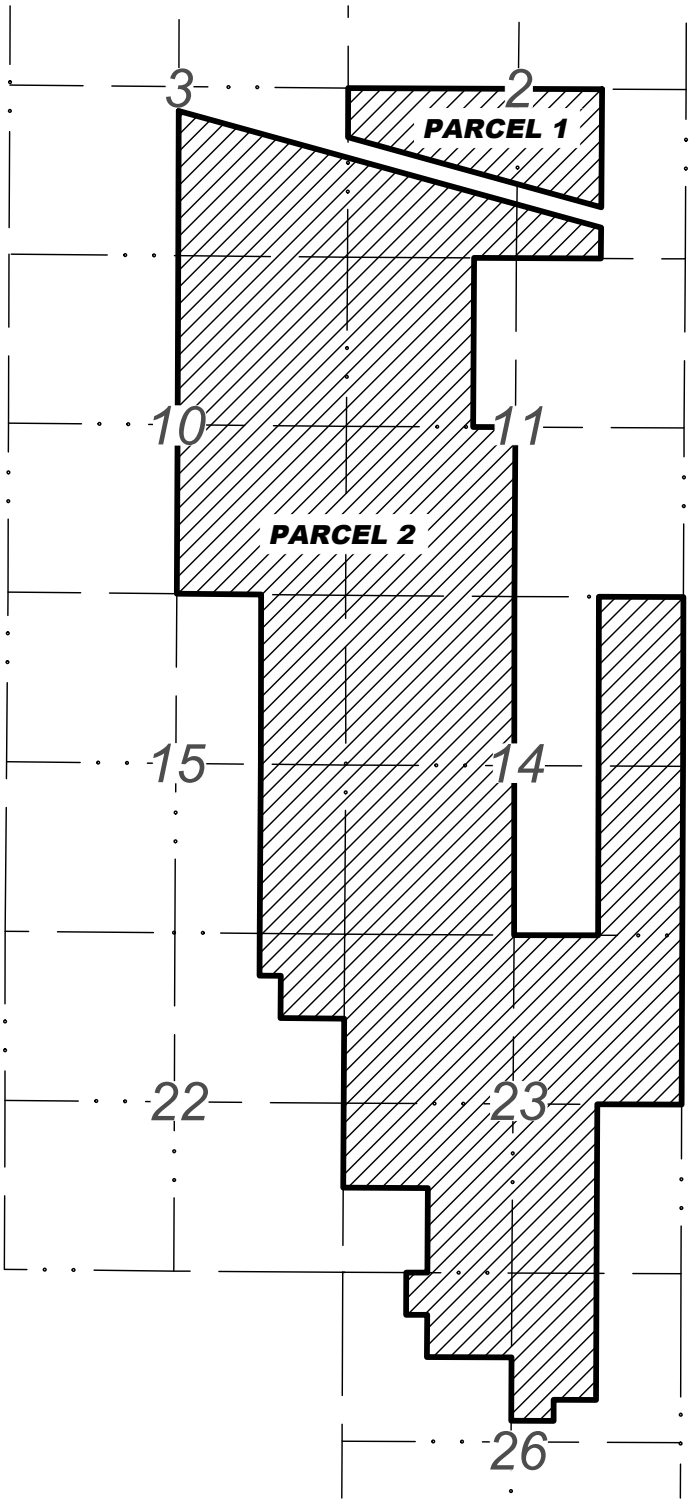
VI. Conclusion

The goal of this 1st Amendment seeks to amend the existing land use plan to provide a flexible framework of employment, commercial and residential uses north of the Yuma Road alignment within the master planned community of Desert Creek and to secure/enhance certain strategic open space buffers and corridors. This is accomplished by a). expanding the optional area of the Commercial/Employment to fully cover the entire frontage adjacent to Interstate 10, b). locating optional Commercial/Employment/Residential within the remaining portion, and c). locating major open space corridors in strategic locations to provide significant recreational benefit to the City and its residents. The resulting change to the land use map for Desert Creek seeks to accomplish the following goals and objectives:

- The combined Overlays cover less than 30% of the Desert Creek Community Master Plan
- The Commercial/Employment Overlay (C/E Overlay) encompasses approximately 4.7% of the overall master planned community aligning the land use along the I-10 freeway corridor (104.5 acres)
- The Commercial/Employment/Residential Overlay (C/E/R Overlay) covers only 25.1% of the overall master planned community (560.3 acres)
- A minimum of 25% of the C/E/R Overlay will be required to be residential uses (140.1 acres)
- To ensure orderly development of the area north of Yuma Road, the area has been divided into Pods allowing only complementary land uses within each Pod
- Employment and Residential are considered non complementary land uses
- The Pods are based on Significant Separators, which are defined as a minimum aggregate distance of 150' composed of right-of-way, drive isles, utility corridors, designated open space, or a combination thereof
- A maximum of 75% of the C/E/R Overlay Pods (Pods 4-6) will be employment
- The maximum density for a C/E/R Overlay Pod will be 8 DU/ac
- Updates the 2006 land use plan to meet current and future land uses
- Provides a flexible and sound underlying set of land uses that addresses the northern portion of Desert Creek's location as the City's western entrance along Interstate 10
- Readdresses the location of major open spaces based on Desert Creek's location along the Hassayampa River and future regional trail system
- Allows for the remainder of Desert Creek (south of Yuma Road) to develop in a more traditional master planned community framework

The CMP amendment addresses and updates an outdated, undeveloped CMP that creates an updated land use composition for the future development of the Desert Creek master planned community.

Legal Description & Depiction



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
38175
MICHAEL A.
BANTA
DATE SIGNED 12/13/23
ARIZONA U.S.A.

SIG
A RICK ENGINEERING COMPANY

SURVEY INNOVATION GROUP, INC.
Land Survey Services
2401 W PEORIA AVE, STE 130
PHOENIX, AZ 85029

EXHIBIT "A"
ZONING DESCRIPTION
DESERT CREEK
BUCKEYE, ARIZONA

DRAWING:	6995_Desert_Creek_Exhibit				
JOB#	6995	SCALE:	NTS	SHT:	1 OF 1
DRAFTER:	CRS	CHK:	MAB	DATE:	12/13/23

A PARCEL OF LAND BEING PORTIONS OF SECTIONS 2, 3, 10, 11, 14, 15, 22, 23 AND 26, TOWNSHIP 1 NORTH, RANGE 5 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND AS PURPORTED ON AN ALTA/ACSM, PREPARED BY RBF CONSULTING, SIGNED BY DAVID M. SCHLIEF, RLS 31034, DATED SEPTEMBER 23, 2005, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT THE EAST QUARTER OF SAID SECTION 2, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 2, BEARS SOUTH 00 DEGREES 15 MINUTES 50 SECONDS WEST, 2645.83 FEET;

THENCE NORTH 89 DEGREES 46 MINUTES 30 SECONDS WEST, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 2, 1,311.04 FEET, TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID EAST-WEST MID-SECTION LINE, SOUTH 00 DEGREES 26 MINUTES 50 SECONDS WEST, 1,844.92 FEET, TO THE NORTHERN RIGHT-OF-WAY LINE OF THE EHRENBERG HIGHWAY (I-10);

THENCE NORTH 74 DEGREES 33 MINUTES 02 SECONDS WEST, ALONG SAID NORTHERN RIGHT-OF-WAY LINE, 2804.30 FEET;

THENCE NORTH 74 DEGREES 33 MINUTES 05 SECONDS WEST, ALONG SAID NORTHERN RIGHT-OF-WAY LINE, 1300.88 FEET, TO THE WEST LINE OF SAID SECTION 2;

THENCE DEPARTING SAID NORTHERN RIGHT-OF-WAY LINE, NORTH 00 DEGREES 14 MINUTES 22 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 2, 766.88 FEET, TO THE EAST-WEST MID-SECTION LINE OF SAID SECTION 2;

THENCE DEPARTING SAID WEST LINE OF SAID SECTION 2, SOUTH 89 DEGREES 46 MINUTES 30 SECONDS EAST, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 2, 3,968.08 FEET, TO THE **POINT OF BEGINNING.**

TOGETHER WITH;

PARCEL 2

COMMENCING AT THE SOUTHEAST CORNER SAID SECTION 2 AND THE NORTHEAST CORNER OF SAID SECTION 11, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 2, BEARS NORTH 00 DEGREES 15 MINUTES 50 SECONDS EAST, 2645.83 FEET;

THENCE NORTH 89 DEGREES 43 MINUTES 18 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 2 AND THE NORTH LINE OF SAID SECTION 11, 1,319.45 FEET, TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 89 DEGREES 43 MINUTES 18 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 2 AND THE NORTH LINE OF SAID SECTION 11, 1979.24 FEET;

THENCE DEPARTING THE SOUTH LINE OF SAID SECTION 2 AND THE NORTH LINE OF SAID SECTION 11, SOUTH 00 DEGREES 20 MINUTES 31 SECONDS WEST, 2,642.08 FEET, TO THE EAST-WEST MID-SECTION LINE OF SAID SECTION 11;

THENCE SOUTH 89 DEGREES 42 MINUTES 53 SECONDS EAST, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 11, 659.67 FEET, TO THE CENTER OF SAID SECTION 11;

THENCE DEPARTING THE EAST-WEST MID-SECTION LINE OF SAID SECTION 11, SOUTH 00 DEGREES 20 MINUTES 36 SECONDS WEST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 11, 2,646.92 FEET, TO THE SOUTH QUARTER CORNER OF SAID SECTION 11 AND THE NORTH QUARTER CORNER OF SAID SECTION 14;

THENCE DEPARTING THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 11, SOUTH 00 DEGREES 02 MINUTES 14 SECONDS WEST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 14, 2641.35 FEET, TO THE CENTER OF SAID SECTION 14;

THENCE CONTINUING SOUTH 00 DEGREES 21 MINUTES 14 SECONDS WEST, ALONG SAID NORTH-SOUTH MID-SECTION LINE, 2648.12 FEET, TO THE SOUTH QUARTER CORNER OF SAID SECTION 14;

THENCE DEPARTING THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 14, SOUTH 89 DEGREES 53 MINUTES 52 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SECTION 14, 1,312.61 FEET, TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 14;

THENCE DEPARTING THE SOUTH LINE OF SAID SECTION 14, NORTH 00 DEGREES 09 MINUTES 16 SECONDS EAST, ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 14, 2645.63 FEET;

THENCE NORTH 00 DEGREES 04 MINUTES 27 SECONDS EAST, ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 14, 2642.70 FEET, TO THE NORTH LINE OF SAID SECTION 14;

THENCE SOUTH 89 DEGREES 49 MINUTES 36 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 14, 1,319.72 FEET, TO THE NORTHEAST CORNER OF SAID SECTION 14;

THENCE DEPARTING THE NORTH LINE OF SAID SECTION 14, SOUTH 00 DEGREES 06 MINUTES 40 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 14, 2,643.07 FEET, TO THE EAST QUARTER CORNER OF SAID SECTION 14;

THENCE SOUTH 00 DEGREES 16 MINUTES 18 SECONDS WEST, CONTINUING ALONG THE EAST LINE OF SAID SECTION 14, 2,643.14 FEET, TO THE SOUTHEAST CORNER OF SAID SECTION 14, AND THE NORTHEAST CORNER OF SAID SECTION 23;

THENCE DEPARTING THE EAST LINE OF SAID SECTION 14, SOUTH 00 DEGREES 12 MINUTES 20 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 23, 2,641.43 FEET, TO THE EAST QUARTER CORNER OF SAID SECTION 23;

THENCE DEPARTING THE EAST LINE OF SAID SECTION 23, NORTH 89 DEGREES 46 MINUTES 18 SECONDS WEST, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 23, 1,316.41 FEET;

THENCE DEPARTING THE EAST-WEST MID-SECTION LINE OF SAID SECTION 23, SOUTH 00 DEGREES 17 MINUTES 17 SECONDS WEST, 2,642.60 FEET, TO THE SOUTH LINE OF SAID SECTION 23, AND THE NORTH LINE OF SAID SECTION 26;

THENCE SOUTH 00 DEGREES 13 MINUTES 16 SECONDS WEST, 1,978.85 FEET;

THENCE NORTH 89 DEGREES 45 MINUTES 41 SECONDS WEST, 661.49 FEET;

THENCE SOUTH 00 DEGREES 15 MINUTES 00 SECONDS WEST, 329.80 FEET;

THENCE NORTH 89 DEGREES 45 MINUTES 45 SECONDS WEST, 661.66 FEET, TO THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 26;

THENCE NORTH 00 DEGREES 16 MINUTES 43 SECONDS EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 26, 989.44 FEET;

THENCE DEPARTING THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 26, NORTH 89 DEGREES 45 MINUTES 34 SECONDS WEST, 1,320.69 FEET, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26;

THENCE NORTH 00 DEGREES 15 MINUTES 54 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26, 659.68 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 89 DEGREES 45 MINUTES 26 SECONDS WEST, 330.27 FEET;

THENCE NORTH 00 DEGREES 15 MINUTES 54 SECONDS EAST, 659.68 FEET, TO THE NORTH LINE OF SAID SECTION 26 AND THE SOUTH LINE OF SAID SECTION 23;

THENCE SOUTH 89 DEGREES 45 MINUTES 18 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SECTION 23, 330.25 FEET, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23;

THENCE DEPARTING THE SOUTH LINE OF SAID SECTION 23, NORTH 00 DEGREES 20 MINUTES 28 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, 1,321.02 FEET, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23;

THENCE DEPARTING SAID WEST LINE, NORTH 89 DEGREES 43 MINUTES 33 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, 1,321.88 FEET, TO THE WEST LINE OF SAID SECTION 23 AND THE EAST LINE OF SAID SECTION 22;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 18 MINUTES 11 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 23 AND THE EAST LINE OF SAID SECTION 22, 1,320.72 FEET, TO THE EAST QUARTER CORNER OF SAID SECTION 22;

THENCE CONTINUING NORTH 00 DEGREES 18 MINUTES 11 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 22, 1,320.72 FEET, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22;

THENCE DEPARTING THE EAST LINE OF SAID SECTION 22, NORTH 89 DEGREES 31 MINUTES 06 SECONDS WEST, 993.37 FEET;

THENCE NORTH 00 DEGREES 15 MINUTES 15 SECONDS EAST, 660.36 FEET;

THENCE NORTH 89 DEGREES 31 MINUTES 07 SECONDS WEST, 331.32 FEET;

THENCE NORTH 00 DEGREES 14 MINUTES 16 SECONDS EAST, 660.36 FEET, TO THE NORTH LINE OF SAID SECTION 22 AND THE SOUTH LINE OF SAID SECTION 15;

THENCE NORTH 00 DEGREES 21 MINUTES 34 SECONDS EAST, 2,643.40 FEET;

THENCE NORTH 00 DEGREES 07 MINUTES 56 SECONDS EAST, 2,651.72 FEET, TO THE NORTH LINE OF SAID SECTION 15 AND THE SOUTH LINE OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 28 MINUTES 15 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 10, 1,318.52 FEET, TO THE SOUTH QUARTER CORNER OF SAID SECTION 10;

THENCE DEPARTING THE SOUTH LINE OF SAID SECTION 10, NORTH 00 DEGREES 15 MINUTES 03 SECONDS EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 10, 2639.68 FEET, TO THE CENTER OF SAID SECTION 10;

THENCE CONTINUING NORTH 00 DEGREES 15 MINUTES 03 SECONDS EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 10, 2640.59 FEET, TO THE NORTH QUARTER CORNER OF SAID SECTION 10;

THENCE NORTH 00 DEGREES 11 MINUTES 07 SECONDS EAST, ALONG THE NORTH-SOUTH MID-SECTION OF SAID SECTION 3, 2,261.55 FEET, TO THE SOUTHERN RIGHT-OF-WAY LINE OF THE SAID EHRENBERG HIGHWAY (I-10);

THENCE DEPARTING THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 3, SOUTH 74 DEGREES 33 MINUTES 05 SECONDS EAST, ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF SAID EHRENBERG HIGHWAY (I10), 2,741.99 FEET;

THENCE CONTINUING ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF SAID EHRENBERG HIGHWAY (I-10) SOUTH 74 DEGREES 33 MINUTES 05 SECONDS EAST, 1217.14 FEET;

THENCE CONTINUING ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF SAID EHRENBERG HIGHWAY (I-10) SOUTH 74 DEGREES 33 MINUTES 02 SECONDS EAST, 2886.83 FEET;

THENCE DEPARTING THE SOUTHERN RIGHT-OF-WAY LINE OF SAID EHRENBERG HIGHWAY (I-10), SOUTH 00 DEGREES 26 MINUTES 50 SECONDS WEST, 480.83 FEET, TO THE **POINT OF BEGINNING**.

SAID PARCELS CONTAIN 97,312,215 SQUARE FEET OR 2233.981 ACRES MORE OR LESS.



Desert Creek

Citizen Participation Plan

Major Community Master Plan (CMP) Amendment

Application Case #PLZZ-23-00014:
1st Submittal: October 6, 2023
2nd Submittal March 12, 2024

Applicant/Representative:

Kurt Jones
2525 E. Camelback Road
Phoenix, AZ 85016

Project Description

The Applicant desires to amend the Desert Creek Community Master Plan (the "Amendment") to re-designate land uses on approximately 930 acres on the northern most land uses within Desert Creek ("Property"). Desert Creek is generally located at I-10 and the 323rd Avenue Alignment. The purpose of the Amendment is to update the land use plan and associated plans within the original CMP by addressing today's and near future real estate market conditions. The previous land use plan only designated approximately 165 acres for commercial and employment uses along the freeway corridor. Because of the nature of today's real estate market, Buckeye has become an ideal location for economic development with its major interstate corridors, strategic location in the west valley, and proximity to the California ports. The proposed Amendment seeks to create a comprehensive land use approach for the northern portion of the land within the Community Master Plan ("CMP"), while also enhancing the project's overall open space system with a public, regional linear open space corridor along the banks of the Hassayampa River, providing a significant recreational benefit to the City and its residents.

Desert Creek is surrounded by mostly large vacant properties that are currently undeveloped. A small rural residential single-family community is located just to the east of the northern portion of Desert Creek within Maricopa County.

The approval of this Amendment application will alter the land use designations within the approved CMP. An outreach effort occurred earlier in 2023 with a previous submittal for a major General Plan amendment for an Employment land use designation for the same +/-930 acres, in conjunction with a text amendment to the General Plan to add a residential component to the Employment land use designation. Those cases will be withdrawn from consideration. An open house was conducted for the major GPA and there were attendees from the surrounding properties. The questions from the meeting attendees were related to land use and 'when' development would occur within Desert Creek.

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 property may be affected by the application.

At least 15 days prior to the neighborhood meeting and again at least 15 days prior to the Planning & Zoning Commission public hearing, individual letters will be sent to all Property owners within 500' of the CMP and interested parties/stakeholders in the surrounding area. The letter will adhere to all City of Buckeye notification requirements and will adequately notify the surrounding property owners of the proposal.

How those interested in and potentially affected by an applicant will be notified that an application has been made.

In accordance with Section 8.2.6 of the 2010 Development Code, we will provide notice using the following procedures which will specify (1) the date, time, and place of the neighborhood meeting/public hearing, (2) describe the Property with the street address, legal description, or general description and nearest cross streets, (3) the nature, scope, and purpose of the proposed action, (4) indicate that the interested parties may appear at the hearing and speak on the matter, and (5) indicate where additional information on the matter may be obtained.

Mailed Notice

In accordance with Section 8.2.6 and Table 8.2-1 of the 2010 Development Code, we mailed individual letters via first class mail to all property owners within 500' of the entire CMP at least 15 days prior to the scheduled date of the neighborhood meeting and public hearings. The letter is dated January 12, 2024 for a January 31st open house date. The letter adhered to all City of Buckeye notification requirements and adequately notified the surrounding property owners of the proposal. The City will also provide notice in accordance with ARS 9-462.04 for the public hearings. Attached at ***Tab 1*** is the letter sent on January 12th and the requisite affidavit. Attached at ***Tab 2*** is the map of property owners within 500 feet of the CMP that were notified. Attached at ***Tab 3*** is the list of property owners within 500 feet that letters were sent to with regards to the notice for the open house.

Published Notice

We published a notice in a newspaper of general circulation (Arizona Republic) at least 15, but no more than 45 days before the scheduled hearing dates. Please see the attached Affidavit of Publication for the notice of the public hearings at ***Tab 4*** .

Posted Notice

We posted two (2) signs on the Property in a prominent place, clearly visible from a major streets which will remain on the Property for a period of at least 15 days prior to the public hearings. We will maintain the signs in good condition. Please see the site posting language, locations and affidavit of posting at ***Tab 5*** . When a hearing date is identified for the City Council meeting, the signs will be updated 15 days prior to that date. The signs will be removed within 10 days after the public hearing.

How those interested and potentially affected parties will be informed of the substance of the change, amendment or development proposed by the application.

Property owners within 500 feet were notified of our two (2) open houses. The major CMP amendment notice produced four (4) attendees to the January 31st open house. The attendees were in favor of the proposal and asked general questions on how the value of their properties may be affected by our request.

The applicant's schedule for the completion of the citizen participation plan.

With technically two (2) open houses, one for the original major General Plan amendment in 2023 and the other recent 'required' open house, we have completed the open house portion of the public outreach. Additionally, the Property was posted with signs indicating the Planning & Zoning Commission hearing date as well as the required legal notice within the newspaper of general circulation within the City, the Arizona Republic. In addition, notification letters were sent to property owners within 500 feet of the entire Desert Creek CMP boundary notifying them of the upcoming Planning & Zoning Commission hearing. Refer to ***Tab 6*** for the public hearing notification letter, property owners list and map of the properties notified.

If requested, we will meet with any interested individual or stakeholder that requests a meeting. Our public outreach will be continuous and will occur throughout the Major CMP Amendment process.

How the applicant will keep the Planning Department informed on the status of their citizen participation efforts.

We have provided within this citizen participation plan update the Development Services Departments with the required affidavits regarding the procedures and timing for mailing and publishing.

<u>January 31, 2024 Open House</u>

We held our proposed CMP amendment open house on January 31, 2024 at the Coyote Branch – Buckeye Library, 21699 W. Yuma Rd., Suite 116, Buckeye, AZ 85326. There were four (4) attendees and one City staff member. The four attendees were at the open house seeking information on the proposal. After explaining the proposal, it appeared that all attendees were in favor of the CMP amendment proposal. We have not been contacted by the attendees since the open house meeting. We will update Development Services via email of all important issues that may arise with any future public outreach. If additional public outreach occurs after the submittal of the Citizen Participation Results Report, we will provide updates to inform Development Services and City Council.

TAB 1

Affidavit of Mailing Notice

Case Number: PLZZ-23-00014

Project Name: Desert Creek

Applicant Name: Kurt Jones, Tiffany & Bosco, P.A.

Location: Both sides of the I-10 Freeway & East of the Hassayampa River

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statue, the applicant for public hearings in the City of Buckeye shall secure the names and addresses of all property owners within 500' feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and shall send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing date.

I confirm that I secured the names and addresses of all property owners within 500' feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and did send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing.

See attached copies of all sent letters and address lists.

Applicant's / Representative's signature: _____

SUBSCRIBED AND SWORN before me this 12th day of January, 20 24, by:

_____
Notary Public

SIENNA MYERS
Notary Public - State of Arizona
Maricopa County
Commission # 646296
My Commission Expires on Apr 5, 2027

My Commission Expires:

April 5th, 2027

TIFFANY & BOSCO P.A.

January 12, 2024

RE: PLZZ-23-00014 – NWC of Power Butte Road & Yuma Road (Desert Creek) – Major Community Master Plan Amendment

Dear neighbors and stakeholders:

We represent Buckeye 1680, LLC and their proposed Major Community Master Plan Amendment ("CMP Amendment") request related to the Desert Creek Community. Desert Creek is located within the City of Buckeye ("City") along its western boundary. Please refer to the attached **Aerial of Desert Creek**. The Desert Creek CMP was originally approved in 2006 and is a 2,233.8-acre master planned community in City's western growth area, conveniently located on both sides of the I-10 Freeway, east of the Hassayampa River. The 2006 CMP created land use entitlements for a highly amenitized Gateway Project for a mixture of uses, including single-family, multi-family residential, retail commercial, employment, and open space features including the Hassayampa Trailhead complimenting the proposed Maricopa County trail system. The proposed CMP amendment seeks to create a comprehensive land use approach for the northern portion of the land within the CMP, while also enhancing the projects' overall open space system. The amendment provides for a public, regional linear open space corridor along the banks of the Hassayampa River, providing a significant recreational trail and open space connections that benefit the City and its residents. The goal is to create a strategic change to the land use plan to create a flexible framework and land use category that provides for employment, commercial and residential uses within an approximate +/-930-acre area, north of Yuma Road. The proposed amendment seeks to introduce a Commercial/Employment/Residential overlay (C/E/R overlay) to provide for a flexible allowance of the existing land uses from the approved 2006 land use map, but also allow for economic development flexibility in this area north of Yuma Road, closest to the future freeway interchange. Finally, the amendment to the CMP will provide will add wide-open space buffers including a buffer along the nearest residential community to the east.

We invite you to join us for an open house neighborhood meeting to discuss and learn more about the proposed CMP Amendment.

Neighborhood Meeting:
Date: Wednesday, January 31, 2024
Time: 6:00 P.M.
Location: Coyote Branch – Buckeye Library, 21699 W. Yuma Rd., Suite 116, Buckeye, AZ 85326

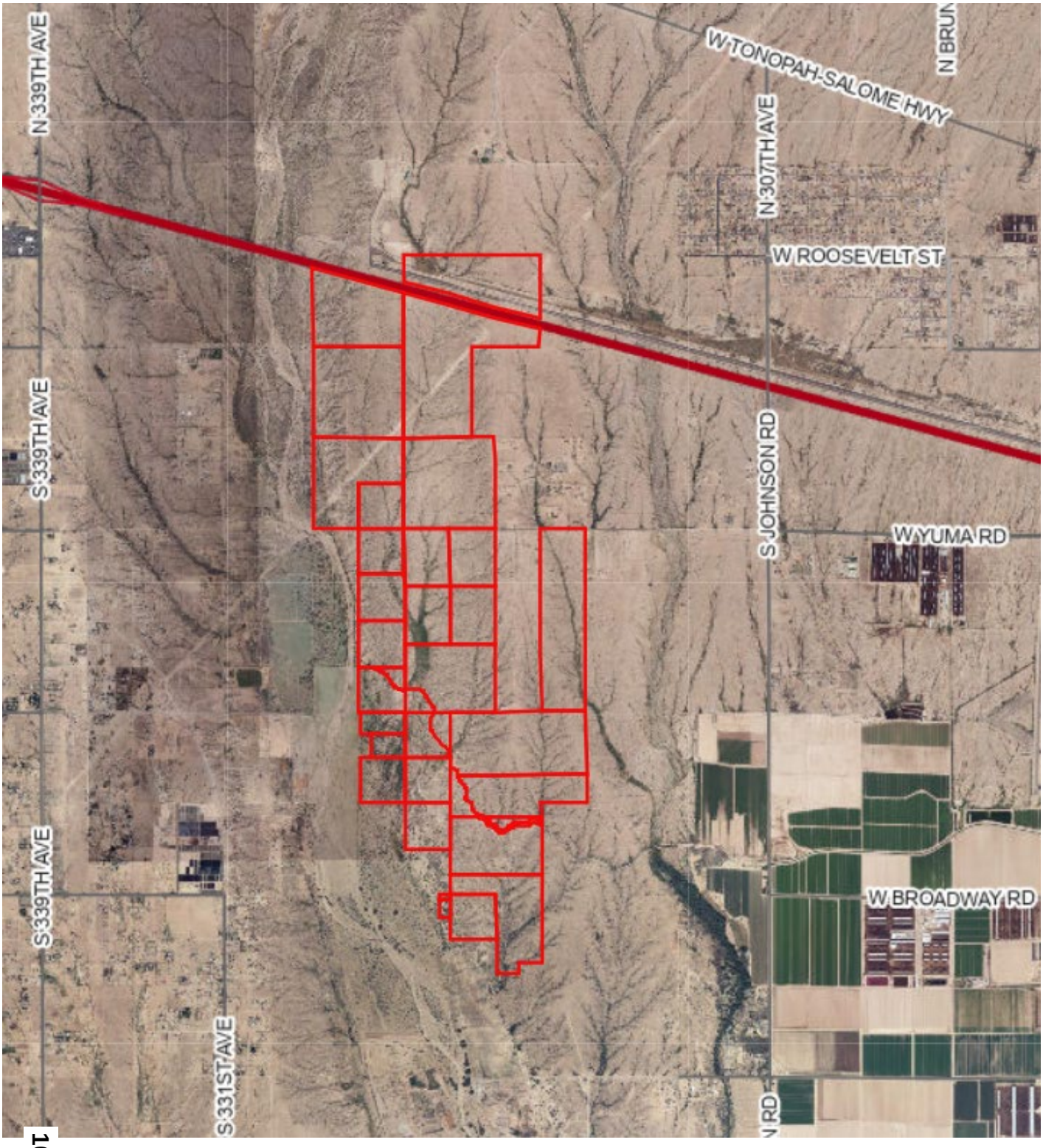
The process for CMP Amendments require Planning and Zoning Commission and City Council hearings. At this time, public hearings are not scheduled. As this application proceeds, the City's Planning and Zoning Department will make a determination as to the date and time of the City public hearings. Another notification letter will be mailed to you at least fifteen (15) days prior to the first public hearing date.

If you wish to provide input on this matter, you may attend neighborhood meeting on Wednesday January 31st or at the Planning and Zoning Commission Hearing or City Council meetings which will be set in the future. Alternatively, you can provide input, comments or questions directly to me at kajones@tblaw.com or 602-452-2729. You may also contact City of Buckeye assigned Principal Planner, Bart Wingard, at 623-349-6207 or by email at hwingard@buckeyeaz.gov subject "PLZZ-23-00014" – NWC of Power Butte Road & Yuma Road."

Sincerely,

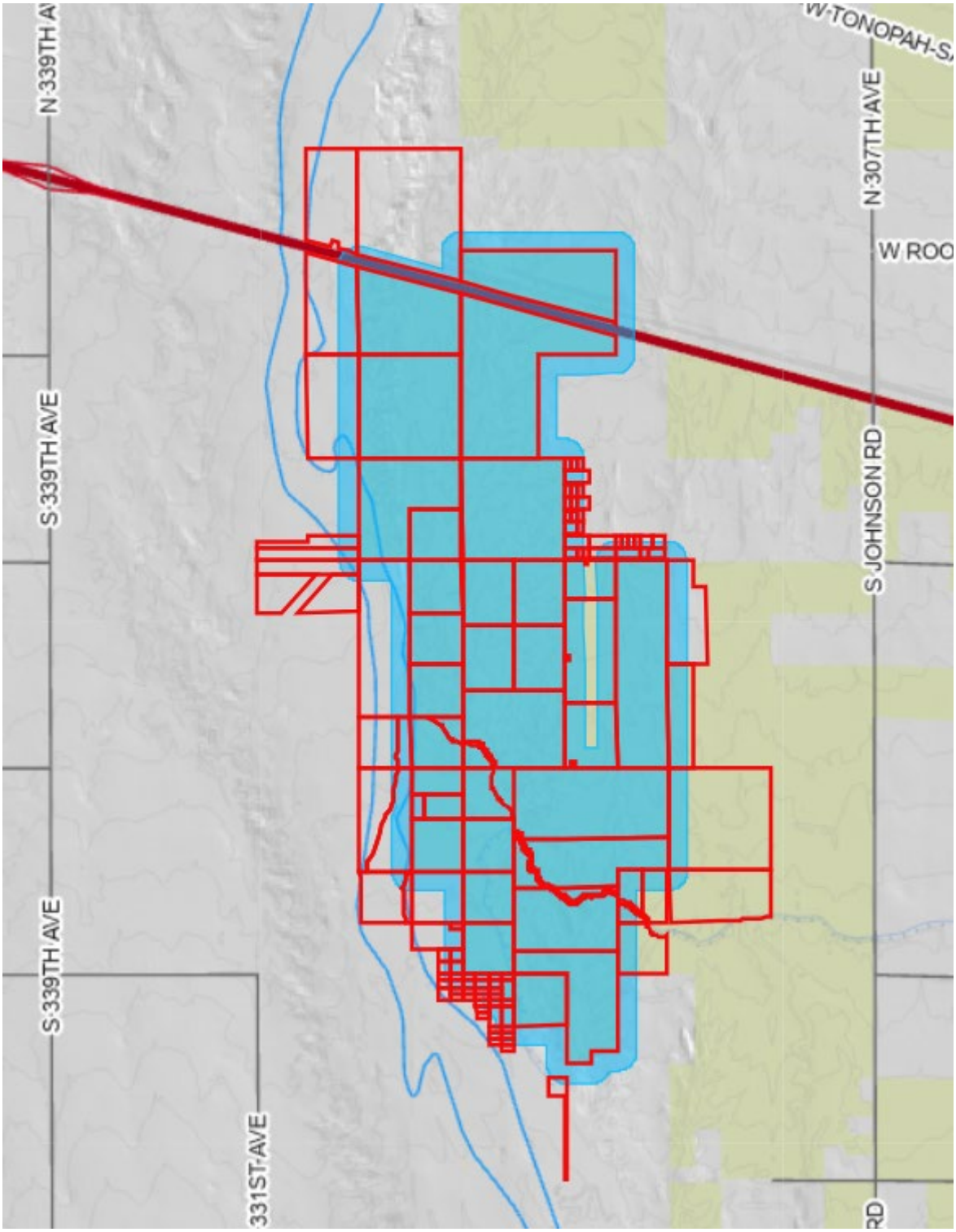
Kurt Jones

Desert Creek
Buckeye, AZ



TAB 2

Map of Property Owners within 500 feet of Desert Creek



TAB 3

Owner	MAIL_ADDR1	MAIL_CITY	MAIL_STATE	MAIL_ZIP
SMT INVESTORS LP/ETAL	1242 E JACKSON ST	PHOENIX	AZ	85034
HANSON AGGREGATES LLC	3520 PIEDMONT RD 410	ATLANTA	GA	30305
RARE EARTH LLC	5401 N 119TH AVE	GLENDALE	AZ	85307
BUCKEYE 1680 LLC/BUCKEYE HASSAYAMPA LLC	271 WINSLOW WAY E STE 10727	BAINBRIDGE ISLAND	WA	98110
DALL HOLDING LLC	3010 W MADISON ST	PHOENIX	AZ	85009
NUNEZ JESSICA	6332 W AIRE LIBRA AVE	GLENDALE	AZ	85306
BUCKEYE 1680 LLC	271 WINSLOW WAY E STE 10727	BAINBRIDGE ISLAND	WA	98110
TK COWLEY INVESTMENTS LLLP	1106 N GILBERT RD 2128	MESA	AZ	85203
LS TYLER INVESTMENTS LLLP	2455 E EMELITA AVE	MESA	AZ	85204
BEN FATTO LP/VIEL GLUCK LP/BEN FATTO LLC	1223 S CLEARVIEW AVE STE 105	MESA	AZ	85209
BUCKEYE 1680 LLC	271 WINSLOW WALL E STE 10727	BAINBRIDGE ISLAND	WA	98110
BUCKEYE 1680 LLC	600 WINSLOW WAY E 247	BAINBRIDGE ISLAND	WA	98110
CIRPRIANI HOLDINGS LLC	7181 E CAMELBACK RD UNIT 401	SCOTTSDALE	AZ	85251
WRUBLIK JOHN	13001 S RAINBOW VALLEY RD	BUCKEYE	AZ	85326
BUCKEYE CITY OF	530 E MONROE AVE	BUCKEYE	AZ	85326
WRUBLIK CHILDRENS HOLDING LLC	PO BOX 8510	SURPRISE	AZ	85374
BUCKEYE HASSAYAMPA LLC	271 WINSLOW WAY E	BAINBRIDGE ISLAND	WA	98110
DESERT CREEK MPC LLC	600 WINSLOW WAY E 247	BAINBRIDGE ISLAND	WA	98110
MANGRAU/DUICAN/POPA/ETAL	7186 W SURREY AVE	PEORIA	AZ	85381
BUCKEYE 1680 LLC	271 WINSLOW WAY E STOP 10727	BAINBRIDGE ISLAND	WA	98110
VILLA MATTHEW ANTHONY/VALERIE MAE	15620 N 59TH LN	GLENDALE	AZ	85306
GREENE LYNN R TR	1556 W HILL AVE	FULLERTON	CA	928333822
BUCKEYE 1680 LLC/BUCKEYE HASSAYAMPA LLC	271 WINSLOW WAY E STOP 10727	BAINBRIDGE ISLAND	WA	98110
R W WALPOLE CONTRACTING CORP	920 E ISABELLA AVE	MESA	AZ	852046621
ZAVALLA MARIA/CAMARILLO RAFAEL ZAVALA	5020 W EARLL DR	PHOENIX	AZ	85031
TATTIE LAND LP	893 W PALO BREA DR	LITCHFIELD PARK	AZ	85340
CROSS RICHARD/LE LOI THI	6443 W SAN MIGUEL	GLENDALE	AZ	85301
BRYAN JANIS LYNN	224 5TH ST	LAKE VIEW	IA	51450
PEREZ JOSEPH E	9408 W WESLEY DR	LAKEWOOD	CO	80227
POPE YVETTE MARIE	PO BOX 5053	GLENDALE	AZ	85312
PREMIER ASSET HOLDINGS LLC	202 W 7TH ST STE 665	CARROLL	IA	51401
NGUYEN YEN/TRUONG THUY	1525 SIERRA CREEK WAY	SAN JOSE	CA	95132
THORNBURG RICHARD	27 BLUE CRAB LN	PANACEA	FL	32346
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KIRK CAREY/MARY	1281 N 162ND AVE	GOODYEAR	AZ	85338
BEHMER L & LINDA J	2605 PROSPECT	NORFOLK	NE	68701
TORRES JOSE LUIS/BARRAGAN YOLANDA	PO BOX 1368	LUKEVILLE	AZ	85341
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DE LOERA THIESSEN TRUST	31524 W YUMA RD	BUCKEYE	AZ	85326
BUCKEYE REALTY LLC	3007 MANILA LN	HOUSTON	TX	77043
HORAN REAL ESTATE ENTERPRISES LLC	PO BOX 72505	PHOENIX	AZ	85050
BERNAL MARIA/GARCIA ENCARNACION	31808 W YUMA ST	BUCKEYE	AZ	85326
CANALES ARNOLDO J/CANO OMAR	31824 W YUMA ST	BUCKEYE	AZ	85326

TAB 4

THE ARIZONA REPUBLIC

PO Box 194, Phoenix, Arizona 85001-0194

Phone 1-602-444-7315 Fax 1-877-943-0443

PNI-Surprise Z1

BOSCO MICHAEL/TIFFAN
2525 E CAMELBACK RD # 7
PHOENIX, AZ 85016-9239

Order # 0005882153 **# of Affidavits** 1

P.O #

Published Date(s):

03/09/24

STATE OF WISCONSIN
COUNTY OF BROWN } **SS.**

I, being first duly sworn, upon oath deposes and says: That I am the legal clerk of the Arizona Republic, a newspaper of general circulation in the counties of Maricopa, Coconino, Pima and Pinal, in the State of Arizona, published weekly at Phoenix, Arizona, and that the copy hereto attached is a true copy of the advertisement published in the said paper on the dates indicated.

Amy Kohott

Sworn to before me this

11 TH day of
MARCH 2024

Notary Public

My Commission expires: 8-25-26

MARIAH VERHAGEN
Notary Public
State of Wisconsin

AFFIDAVIT OF PUBLICATION

City of Buckeye

NOTICE IS HEREBY GIVEN that the City of Buckeye Planning and Zoning Commission will hold a public hearing on Tuesday, March 26th, 2024 to be held in the City Council Chambers, located at 530 E. Monroe Avenue, Buckeye, Arizona 85326 at 6:00 p.m., for the purpose of hearing all persons for or against the following request (Case No. PLZZ-23-00014):

NOTICE IS HEREBY GIVEN that the City of Buckeye City Council will hold a public hearing on Tuesday, April 16th, 2024 to be held in the City Council Chambers, located at 530 E. Monroe Avenue, Buckeye, Arizona 85326 at 6:00 p.m., for the purpose of hearing all persons for or against the following request (Case No. PLZZ-23-00014):

Case No. PLZZ-23-00014: Request by Kurt A. Jones, Tiffany & Bosco P.A., for the amendment to the Desert Creek Community Master Plan. The amendment will modify the land uses of the master planned community to introduce a flexible Commercial/ Employment/Residential overlay on lands north of the Yuma Road alignment to provide for a flexible allowance of the existing land uses from the approved 2006 land use map, but also allow for economic development flexibility in this area north of Yuma Road, closest to the future freeway interchange The amendment to the CMP will also add wide-open space buffers including a buffer along the nearest residential community to the east. The Property is located on both sides of the I-10 freeway and east of the Hassayampa River and being in portions of Sections 2, 3, 10, 11, 14, 15, 22, 23, and 26, Township 1N, Range 5W of the Gila and Salt River Meridian, Maricopa County, Arizona.

For additional information, please contact the Development Services Department at (623) 349-6207

Pub: Mar 9, 2024

TAB 5

AFFIDAVIT OF SIGN POSTING
City of Buckeye

Case No: plzz-23-00014
Project Name:
Applicant Name: Tiffany & Bosco P.A.
Location: N&S I-10 & Yuma Rd W of Power Butte Rd

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statue, the **applicant** for public hearing in the City of Buckeye shall post signs as Prescribed by the "City of Buckeye Site Posting Requirements." **It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property and to update the hearing information on the sign until the final disposition of the case. It shall also be the responsibility of the applicant to remove the sign within 10 days after final disposition of the case.**

I confirm that the site has been posted as detailed by the City of Buckeye Site Posting Requirements for the case above and the site was posted at least fifteen (15) prior to the public hearing.

Applicant's/Representative's signature: _____

SUBSCRIBED AND SWORN before me on 03/08/24

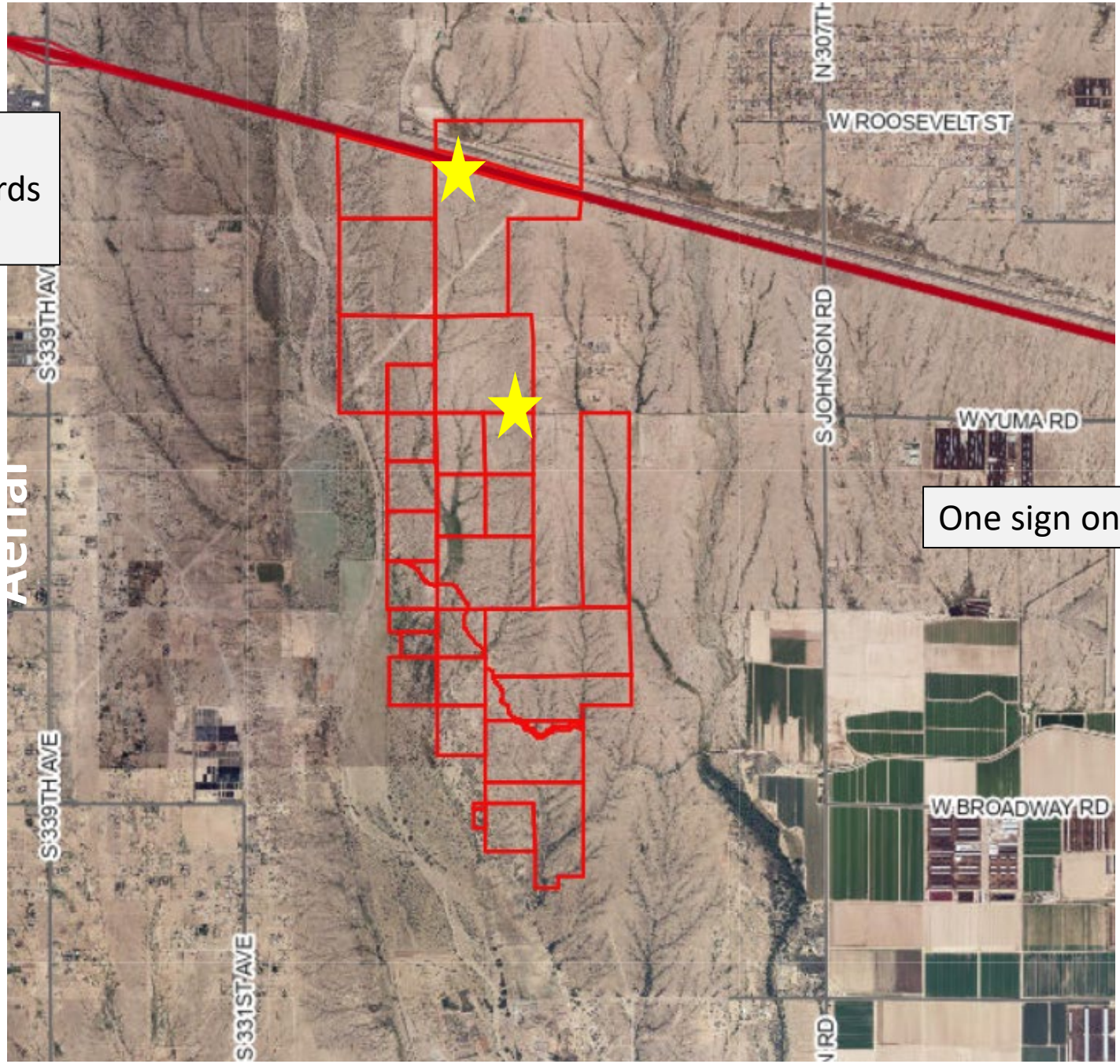
Notary Public: _____

JESSE SIMPSON
Notary Public - Arizona
Maricopa County
Commission # 650315
My Comm. Expires May 31, 2027

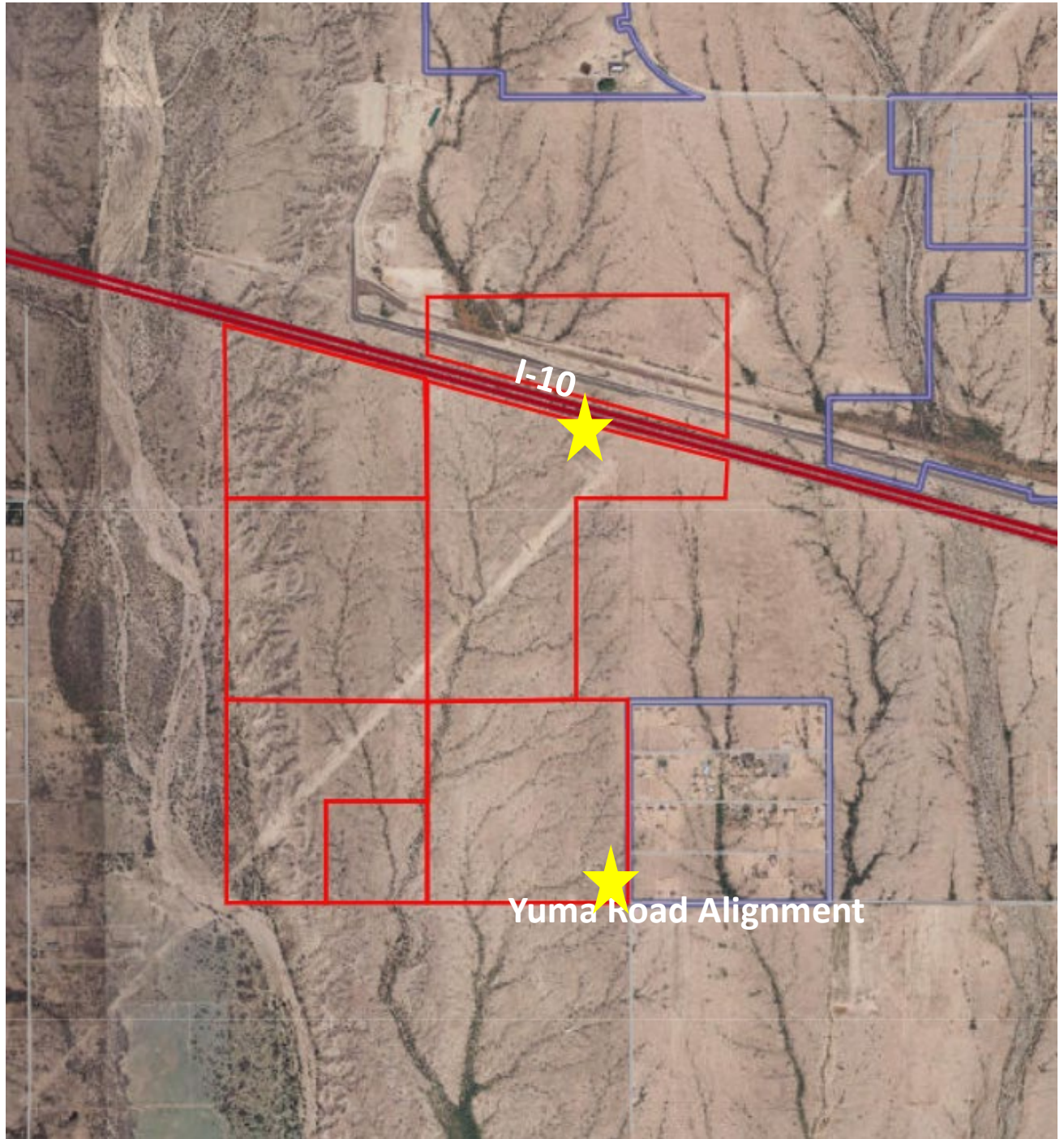
My Commission Expires:

5/31/27

One sign on I-10
Facing north towards freeway



One sign on Yuma Road


I-10
Yuma Road Alignment


CITY OF BUCKEYE
PUBLIC HEARING
PLANNING AND ZONING COMMISSION: MARCH 26TH, 2024 AT 6:00 P.M
CITY COUNCIL: TBD
LOCATION OF HEARINGS: CITY COUNCIL CHAMBERS,
530 EAST MONROE AVENUE, BUCKEYE, AZ 85326
REQUEST: MAJOR AMENDMENT TO THE DESERT CREEK COMMUNITY MASTER PLAN TO UPDATE OPEN SPACE AND MODIFY LAND USES TO INTRODUCE FLEXIBLE COMMERCIAL/EMPLOYMENT/RESIDENTIAL OVERLAY
GENERAL LOCATION: BOTH SIDES OF THE I-10 FREEWAY & EAST OF THE HASSAYAMPA RIVER
SIZE: APPROXIMATELY 2,233 ACRES
CASE #: PLZZ-23-00014
APPLICANT/CONTACT: KURT A. JONES / TIFFANY & BOSCO
PHONE: 602-452-2729
EMAIL: KAJONES@TBLAW.COM
DEVELOPMENT SERVICES DEPARTMENT
623-349-6207
POSTING DATE: 3/08/2024
Maps
March 8, 2024 at 9:18 AM
1047
Maricopa County


CITY OF BUCKEYE
PUBLIC HEARING
PLANNING AND ZONING COMMISSION: MARCH 26TH, 2024 AT 6:00 P.M
CITY COUNCIL: TBD
LOCATION OF HEARINGS: CITY COUNCIL CHAMBERS,
530 EAST MONROE AVENUE, BUCKEYE, AZ 85326
REQUEST: MAJOR AMENDMENT TO THE DESERT CREEK COMMUNITY MASTER PLAN TO UPDATE OPEN SPACE AND MODIFY LAND USES TO INTRODUCE FLEXIBLE COMMERCIAL/EMPLOYMENT/RESIDENTIAL OVERLAY
GENERAL LOCATION: BOTH SIDES OF THE I-10 FREEWAY & EAST OF THE HASSAYAMPA RIVER
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APPLICANT/CONTACT: KURT A. JONES / TIFFANY & BOSCO
PHONE: 602-452-2729
EMAIL: KAJONES@TBLAW.COM
DEVELOPMENT SERVICES DEPARTMENT
623-349-6207
POSTING DATE: 3/08/2024
W HADLEY ST
W MARICOPA ST
Maps
March 8, 2024 at 8:37 AM
S Powers B Rd
1048
Maricopa County

TAB 6

Affidavit of Mailing Notice

Case Number: PLZZ-23-00014

Project Name: Desert Creek

Applicant Name: Kurt Jones, Tiffany & Bosco, P.A.

Location: Both sides of the I-10 Freeway & East of the Hassayampa River

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statue, the applicant for public hearings in the City of Buckeye shall secure the names and addresses of all property owners within 500' feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and shall send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing date.

I confirm that I secured the names and addresses of all property owners within 500' feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and did send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing.

See attached copies of all sent letters and address lists.

Applicant's / Representative's signature: _____

SUBSCRIBED AND SWORN before me this 8th day of March, 20 24, by:

_____
Notary Public

SIENNA MYERS
Notary Public - State of Arizona
Maricopa County
Commission # 646296
My Commission Expires on Apr 5, 2027

My Commission Expires:

April 5th, 2027

TIFFANY & BOSCO P.A.

March 8, 2024

RE: PLZZ-23-00014 – NWC of Power Butte Road & Yuma Road (Desert Creek) – Major Community Master Plan Amendment – Public Hearing Notice

Dear neighbors and stakeholders:

We represent Buckeye 1680, LLC and their proposed Major Community Master Plan Amendment ("CMP Amendment") request related to the Desert Creek Community. Desert Creek is located within the City of Buckeye ("City") along its western boundary. Please refer to the attached **Aerial of Desert Creek**. The Desert Creek CMP was originally approved in 2006 and is a 2,233.8-acre master planned community in City's western growth area, conveniently located on both sides of the I-10 Freeway, east of the Hassayampa River. The 2006 CMP created land use entitlements for a highly amenitized Gateway Project for a mixture of uses, including single-family, multi-family residential, retail commercial, employment, and open space features including the Hassayampa Trailhead complimenting the proposed Maricopa County trail system. The proposed CMP amendment seeks to create a comprehensive land use approach for the northern portion of the land within the CMP, while also enhancing the project's overall open space system. The amendment provides for a public, regional linear open space corridor along the banks of the Hassayampa River, providing a significant recreational trail and open space connections that benefit the City and its residents. The goal is to create a strategic change to the land use plan to create a flexible framework and land use category that provides for employment, commercial and residential uses within an approximate +/- 930-acre area, north of Yuma Road. The proposed amendment seeks to introduce a Commercial/Employment (C/E overlay) and a Commercial/ Employment/Residential overlay (C/E/R overlay) to provide for a flexible allowance of the existing land uses from the approved 2006 land use map, but also allow for economic development flexibility in this area north of Yuma Road, closest to the future freeway interchange. Finally, the amendment to the CMP will provide will add wide-open space buffers including a buffer along the nearest residential community to the east.

The process for CMP Amendments requires Planning and Zoning Commission and City Council hearings. The Planning and Zoning Commission hearing date is as follows:

- Planning & Zoning Commission public hearing – Tuesday March 26th, 2024

The hearing starts at 6:00 P.M. and is located in the City Council Chambers, 530 E. Monroe Avenue, Buckeye, AZ 85326.

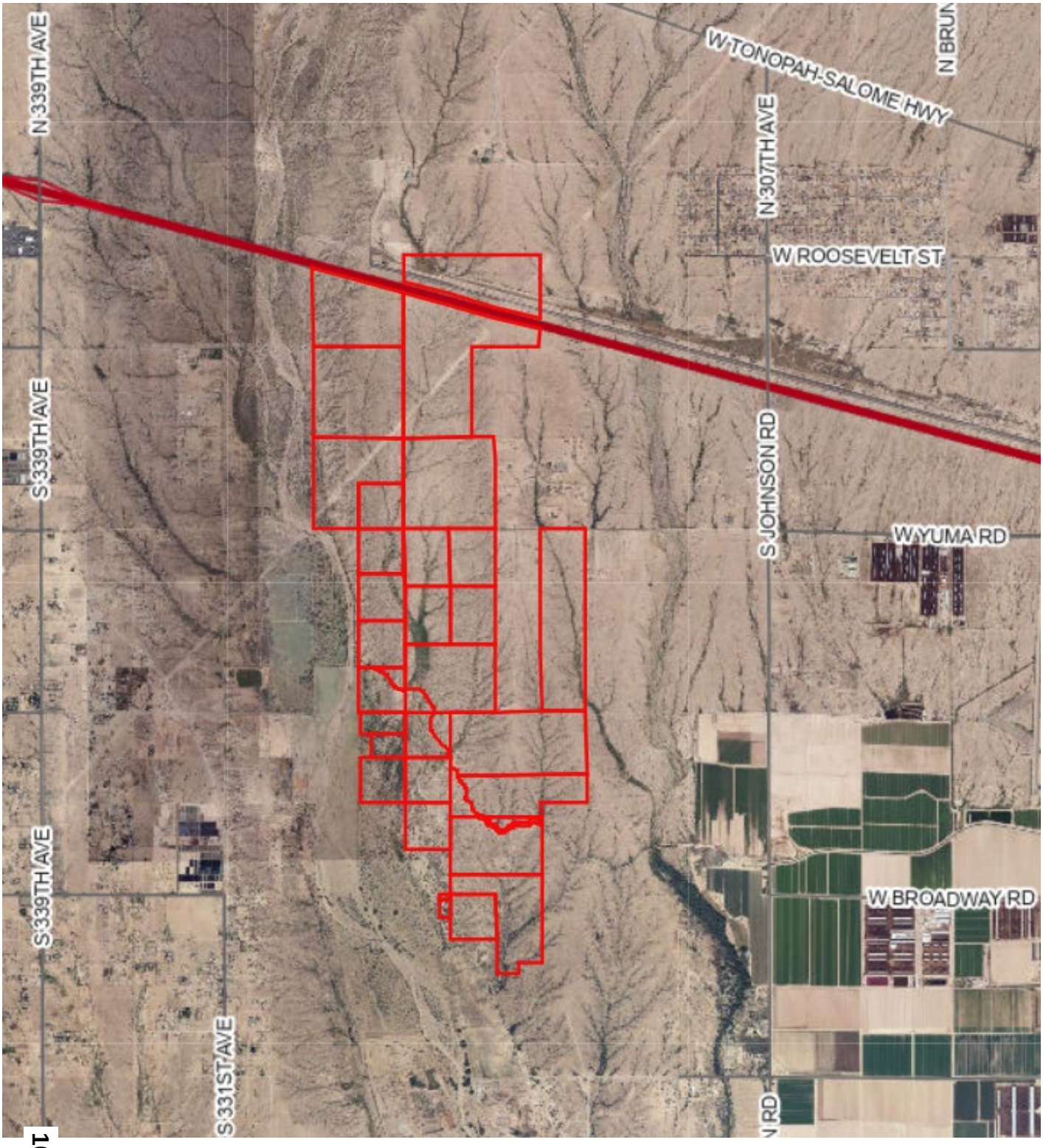
The City Council hearing date is not set at this time. As this application proceeds, the City's Planning and Zoning Department will make a determination as to the date and time of the City Council hearing. Another notification letter will be mailed to you at least fifteen (15) days prior to the City Council hearing date.

If you wish to provide input on this matter, you may attend the above Planning and Zoning Commission Hearing or subsequent City Council hearing. Alternatively, you can provide input, comments or questions directly to me at kajones@tblaw.com or 602-452-2729. You may also contact City of Buckeye assigned Principal Planner, Bart Wingard, at 623-349-6207 or by email at hwingard@buckeyeaz.gov subject "PLZZ-23-00014" – NWC of Power Butte Road & Yuma Road."

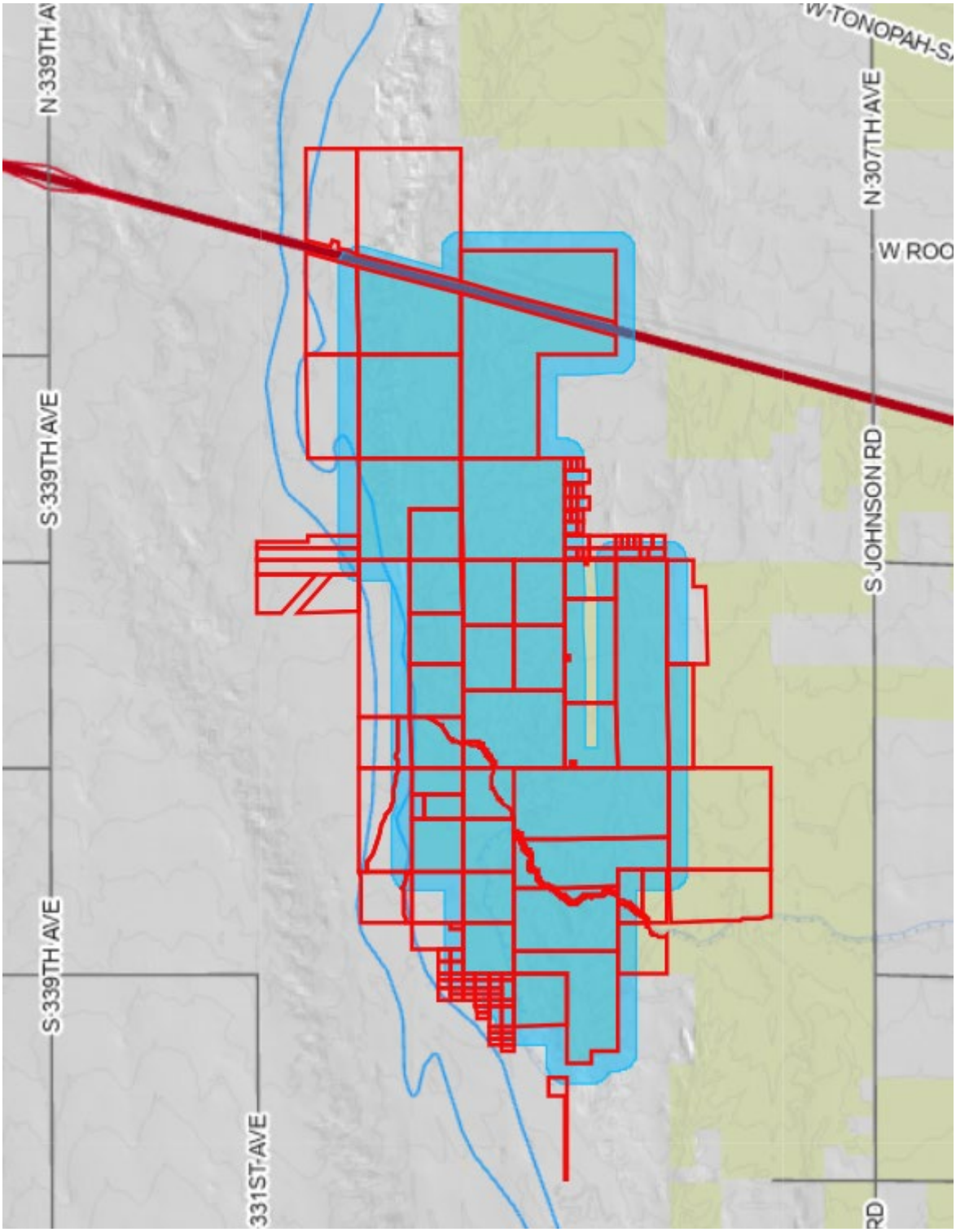
Sincerely,

Kurt Jones

Desert Creek
Buckeye, AZ



Map of Property Owners within 500 feet of Desert Creek



Owner	MAIL_ADDR1	MAIL_CITY	MAIL_STATE	MAIL_ZIP
SMT INVESTORS LP/ETAL	1242 E JACKSON ST	PHOENIX	AZ	85034
HANSON AGGREGATES LLC	3520 PIEDMONT RD 410	ATLANTA	GA	30305
RARE EARTH LLC	5401 N 119TH AVE	GLENDALE	AZ	85307
BUCKEYE 1680 LLC/BUCKEYE HASSAYAMPA LLC	271 WINSLOW WAY E STE 10727	BAINBRIDGE ISLAND	WA	98110
DALL HOLDING LLC	3010 W MADISON ST	PHOENIX	AZ	85009
NUNEZ JESSICA	6332 W AIRE LIBRA AVE	GLENDALE	AZ	85306
BUCKEYE 1680 LLC	271 WINSLOW WAY E STE 10727	BAINBRIDGE ISLAND	WA	98110
TK COWLEY INVESTMENTS LLLP	1106 N GILBERT RD 2128	MESA	AZ	85203
LS TYLER INVESTMENTS LLLP	2455 E EMELITA AVE	MESA	AZ	85204
BEN FATTO LP/VIEL GLUCK LP/BEN FATTO LLC	1223 S CLEARVIEW AVE STE 105	MESA	AZ	85209
BUCKEYE 1680 LLC	271 WINSLOW WALL E STE 10727	BAINBRIDGE ISLAND	WA	98110
BUCKEYE 1680 LLC	600 WINSLOW WAY E 247	BAINBRIDGE ISLAND	WA	98110
CIRPRIANI HOLDINGS LLC	7181 E CAMELBACK RD UNIT 401	SCOTTSDALE	AZ	85251
WRUBLIK JOHN	13001 S RAINBOW VALLEY RD	BUCKEYE	AZ	85326
BUCKEYE CITY OF	530 E MONROE AVE	BUCKEYE	AZ	85326
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NIETO LESLIE MARTINEZ	PO BOX 712	BUCKEYE	AZ	85326
DE LOERA THIESSEN TRUST	31524 W YUMA RD	BUCKEYE	AZ	85326
BUCKEYE REALTY LLC	3007 MANILA LN	HOUSTON	TX	77043
HORAN REAL ESTATE ENTERPRISES LLC	PO BOX 72505	PHOENIX	AZ	85050
BERNAL MARIA/GARCIA ENCARNACION	31808 W YUMA ST	BUCKEYE	AZ	85326
CANALES ARNOLDO J/CANO OMAR	31824 W YUMA ST	BUCKEYE	AZ	85326

PLZZ-23-00014

Desert Creek CMPA

City Council Meeting Notifications

Affidavit of Mailing Notice

Case Number: PLZZ-23-00014

Project Name: Desert Creek

Applicant Name: Kurt Jones, Tiffany & Bosco, P.A.

Location: Both sides of the I-10 Freeway & East of the Hassayampa River

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statue, the applicant for public hearings in the City of Buckeye shall secure the names and addresses of all property owners within 500' feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and shall send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing date.

I confirm that I secured the names and addresses of all property owners within 500' feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and did send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing.

See attached copies of all sent letters and address lists.

Applicant's / Representative's signature: _____

SUBSCRIBED AND SWORN before me this 18th day of October, 2024, by:

_____
Notary Public

SIENNA MYERS
Notary Public - State of Arizona
Maricopa County
Commission # 646296
My Commission Expires on Apr 5, 2027

My Commission Expires:

April 5th, 2027

TIFFANY & BOSCO P.A.

October 18, 2024

RE: PLZZ-23-00014 – NWC of Power Butte Road & Yuma Road (Desert Creek) – Major Community Master Plan Amendment – Public Hearing Notice

Dear neighbors and stakeholders:

We represent Buckeye 1680, LLC and several smaller ownership groups and their proposed Major Community Master Plan Amendment ("CMP Amendment") request related to the Desert Creek Community. Desert Creek is located within the City of Buckeye ("City") along its western boundary. Please refer to the attached **Aerial of Desert Creek**. The Desert Creek CMP was originally approved in 2006 and is a 2,233.8-acre master planned community in City's western growth area, conveniently located on both sides of the I-10 Freeway, east of the Hassayampa River. The 2006 CMP created land use entitlements for a highly amenitized Gateway Project for a mixture of uses, including single-family, multi-family residential, retail commercial, employment, and open space features including the Hassayampa Trailhead complimenting the proposed Maricopa County trail system. The proposed CMP amendment seeks to create a comprehensive land use approach for the northern portion of the land within the CMP, while also enhancing the project's overall open space system. The amendment provides for a public, regional linear open space corridor along the banks of the Hassayampa River, providing a significant recreational trail and open space connections that benefit the City and its residents. The goal is to create a strategic change to the land use plan to create a flexible framework and land use category that provides for employment, commercial and residential uses within an approximate +/- 930-acre area, north of Yuma Road. The proposed amendment seeks to introduce a Commercial/Employment (C/E overlay) and a Commercial/ Employment/Residential overlay (C/E/R overlay) to provide for a flexible allowance of the existing land uses from the approved 2006 land use map, but also allow for economic development flexibility in this area north of Yuma Road, closest to the I-10 corridor. Finally, the amendment to the CMP will provide will add wide-open space buffers including a buffer along the nearest residential community to the east.

The process for CMP Amendments requires Planning and Zoning Commission and City Council hearings. The Planning and Zoning Commission held a public hearing on March 26th, 2024 and voted to send a positive recommendation to the City Council on the CMP Amendment request.

The City Council hearing date is Tuesday, November 5, 2024.

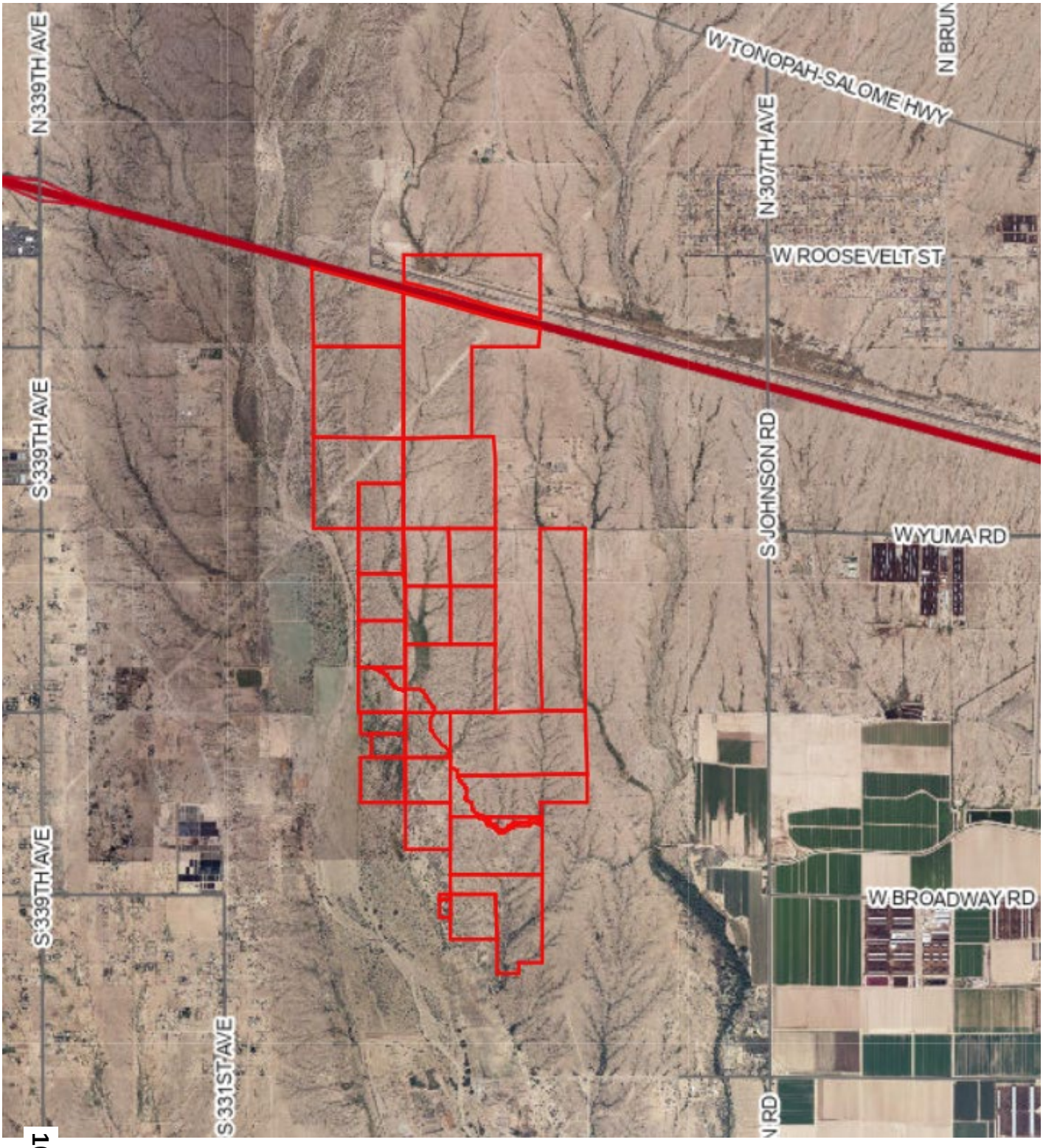
The hearing starts at 6:00 P.M. and is located in the City Council Chambers, 530 E. Monroe Avenue, Buckeye, AZ 85326.

If you wish to provide input on this matter, you may attend the above City Council Hearing. Alternatively, you can provide input, comments or questions directly to me at kajones@tblaw.com or 602-452-2729. You may also contact City of Buckeye assigned Principal Planner, Bart Wingard, at 623.208.8830 or by email at hwingard@buckeyeaz.gov subject "PLZZ-23-00014" – NWC of Power Butte Road & Yuma Road."

Sincerely,

Kurt Jones

Desert Creek
Buckeye, AZ



Owner	MAIL_ADDR1	MAIL_CITY	MAIL_STATE	MAIL_ZIP
SMT INVESTORS LP/ETAL	1242 E JACKSON ST	PHOENIX	AZ	85034
HANSON AGGREGATES LLC	3520 PIEDMONT RD 410	ATLANTA	GA	30305
RARE EARTH LLC	5401 N 119TH AVE	GLENDALE	AZ	85307
BUCKEYE 1680 LLC/BUCKEYE HASSAYAMPA LLC	271 WINSLOW WAY E STE 10727	BAINBRIDGE ISLAND	WA	98110
DALL HOLDING LLC	3010 W MADISON ST	PHOENIX	AZ	85009
NUNEZ JESSICA	6332 W AIRE LIBRA AVE	GLENDALE	AZ	85306
BUCKEYE 1680 LLC	271 WINSLOW WAY E STE 10727	BAINBRIDGE ISLAND	WA	98110
TK COWLEY INVESTMENTS LLLP	1106 N GILBERT RD 2128	MESA	AZ	85203
LS TYLER INVESTMENTS LLLP	2455 E EMELITA AVE	MESA	AZ	85204
BEN FATTO LP/VIEL GLUCK LP/BEN FATTO LLC	1223 S CLEARVIEW AVE STE 105	MESA	AZ	85209
BUCKEYE 1680 LLC	271 WINSLOW WALL E STE 10727	BAINBRIDGE ISLAND	WA	98110
BUCKEYE 1680 LLC	600 WINSLOW WAY E 247	BAINBRIDGE ISLAND	WA	98110
CIRPRIANI HOLDINGS LLC	7181 E CAMELBACK RD UNIT 401	SCOTTSDALE	AZ	85251
WRUBLIK JOHN	13001 S RAINBOW VALLEY RD	BUCKEYE	AZ	85326
BUCKEYE CITY OF	530 E MONROE AVE	BUCKEYE	AZ	85326
WRUBLIK CHILDRENS HOLDING LLC	PO BOX 8510	SURPRISE	AZ	85374
BUCKEYE HASSAYAMPA LLC	271 WINSLOW WAY E	BAINBRIDGE ISLAND	WA	98110
DESERT CREEK MPC LLC	600 WINSLOW WAY E 247	BAINBRIDGE ISLAND	WA	98110
MANGRAU/DUICAN/POPA/ETAL	7186 W SURREY AVE	PEORIA	AZ	85381
BUCKEYE 1680 LLC	271 WINSLOW WAY E STOP 10727	BAINBRIDGE ISLAND	WA	98110
VILLA MATTHEW ANTHONY/VALERIE MAE	15620 N 59TH LN	GLENDALE	AZ	85306
GREENE LYNN R TR	1556 W HILL AVE	FULLERTON	CA	928333822
BUCKEYE 1680 LLC/BUCKEYE HASSAYAMPA LLC	271 WINSLOW WAY E STOP 10727	BAINBRIDGE ISLAND	WA	98110
R W WALPOLE CONTRACTING CORP	920 E ISABELLA AVE	MESA	AZ	852046621
ZAVALLA MARIA/CAMARILLO RAFAEL ZAVALA	5020 W EARLL DR	PHOENIX	AZ	85031
TATTIE LAND LP	893 W PALO BREA DR	LITCHFIELD PARK	AZ	85340
CROSS RICHARD/LE LOI THI	6443 W SAN MIGUEL	GLENDALE	AZ	85301
BRYAN JANIS LYNN	224 5TH ST	LAKE VIEW	IA	51450
PEREZ JOSEPH E	9408 W WESLEY DR	LAKEWOOD	CO	80227
POPE YVETTE MARIE	PO BOX 5053	GLENDALE	AZ	85312
PREMIER ASSET HOLDINGS LLC	202 W 7TH ST STE 665	CARROLL	IA	51401
NGUYEN YEN/TRUONG THUY	1525 SIERRA CREEK WAY	SAN JOSE	CA	95132
THORNBURG RICHARD	27 BLUE CRAB LN	PANACEA	FL	32346
WENZLICK GEORGE & JUDY I	PO BOX 187	SOLOMON	AZ	85551
KIRK CAREY/MARY	1281 N 162ND AVE	GOODYEAR	AZ	85338
BEHMER L & LINDA J	2605 PROSPECT	NORFOLK	NE	68701
TORRES JOSE LUIS/BARRAGAN YOLANDA	PO BOX 1368	LUKEVILLE	AZ	85341
LAND INSIGHTS LLC	2048 N 44TH ST 100	PHOENIX	AZ	85008
SHANKS SUSAN	350 4TH AVE SE	PLAINVIEW	MN	55964
SALVATORE GATTO PARTNERS LP	PO BOX 33184	PHOENIX	AZ	85067
HILL WILLIAM P & CHRISTINE KOKESH	PO BOX 5265	HOPKINS	MN	55343
SORRELLS FAMILY LIVING TRUST	37007 N 16TH ST	PHOENIX	AZ	85086
GOMEZ MARIA	4141 N 31ST ST 134	PHOENIX	AZ	85016
DODSON BRIAN	6638 N 58TH DR	GLENDALE	AZ	85301
AKIN REVOCABLE TRUST	7712 N SARIVAL RD	LITCHFIELD PARK	AZ	85340
TRIO FOREST PRODUCTS INC	PO BOX 1465	MESA	AZ	85211
PUK GERALD/KONG CYNTHIA	2939 BELMONT WOODS WAY	BELMONT	CA	94002
NEWPORT GROUP 35 LLC THE	3710 BUCKEYE ST STE 100	PALM BEACH GARDENS	FL	33410
LOUIE RICK	205 ED ANZA BLVD 183	SAN MATEO	CA	94402
ALBRECHT JOHN/JESSICA	PO BOX 66122	PHOENIX	AZ	85082
LONGTERM LAND LP	PO BOX 15524	PHOENIX	AZ	85060
JACOBSON DAVID E	3316 VIEWCREST DR	BURBANK	CA	91504
CROSSROADS CARMA	PO BOX 302	WADDELL	AZ	85355
MARTIN DAVID D	3754 N SAWTOOTH	MESA	AZ	85215
SEWELL ETHEL M	820 CANTERBURY HL	SAN ANTONIO	TX	78209
DIAZ PATSY VALLES	7719 N 30TH DR	PHOENIX	AZ	85051
MERLE J SCHMITZ LIVING TRUST	4541 W BOBBIE TER	GLENDALE	AZ	85306
ENGH CAROLINE L/KLOEPPER PHILIP O/PAUL A	810 E PARK ST	HASTINGS	NE	68901
ANDERSON FAMILY REAL ESTATE GROUP LLC	2104 WILLOW CREEK LN W	SHEBOYGAN	WI	53083
CORONADO DULCE	25840 W GLOBE AVE	BUCKEYE	AZ	85326
SCHMIDT ROGER W	12360 S 150TH RD	WOOD RIVER	NE	68883
ALBREGARD IRACEMA/JAYME JR	2150 S 55TH ST APT 1116	TEMPE	AZ	85282
NAVARRO HUMBERTO LIMON	31845 W BUCHANAN ST	BUCKEYE	AZ	85326
INEGEZ JESUS/AYALA MARIA DEL CARMEN	31833 W BUCHANAN ST	BUCKEYE	AZ	85326
KING JOSHUA LUKE/JESSICA MARIE	31821 W BUCHANAN ST	BUCKEYE	AZ	85326
LPC PROPERTIES LLC	9117 W MONTANA DE ORO CT	PEORIA	AZ	85383
BAXTER LEONARD LEE JR	31847 W GRANT ST	BUCKEYE	AZ	85326
HEDRICK BRITTANY P/MORALES BENJAMIN JR	517 S 181ST AVE	GOODYEAR	AZ	85338
SOLIS RAFAEL	31823 W GRANT ST	BUCKEYE	AZ	85326

RAMIREZ MANUEL JAQUEZ/SALAS BENITA	2214 N 62ND LN	PHOENIX	AZ	85035
MENDOZA ROCIO	4007 S 64TH LN	PHOENIX	AZ	850432067
ARREDONDO VIANEY	31849 W HADLEY ST	BUCKEYE	AZ	85326
CUCCARO MARK E	31837 W HADLEY ST	BUCKEYE	AZ	85326
CRUZ ERIK D GOMEZ	31825 W HADLEY ST	BUCKEYE	AZ	85326
F E L CONSTRUCTION LLC	13430 N 68TH DR	PEORIA	AZ	85381
HORROCKS TIMOTHY SCOTT/MISHA LYN	13727 W KEIM DR	LITCHFIELD PARK	AZ	85340
NAVARRO LUIS J	1415 W SACK DR	PHOENIX	AZ	85027
CALA ROBERT/CAROL TR	167 FLYING MIST ISLE	FOSTER CITY	CA	94404
GANDARILLA DEISY MARIVI	14202 N 3RD AVE	EL MIRAGE	AZ	85335
LINARES-PACHECO ULISES B/HERNANDEZ GRISELDA TRUJILLO	7363 W OREGON AVE	GLENDALE	AZ	85303
LUNA FELIPE ORTIZ/ORTIZ SAN JUANA CORONA	31039 W PORTLAND ST	BUCKEYE	AZ	85396
MHK LLC	8550 N CANTA BELLO ST	PARADISE VALLEY	AZ	85253
NIETO LESLIE MARTINEZ	PO BOX 712	BUCKEYE	AZ	85326
DE LOERA THIESSEN TRUST	31524 W YUMA RD	BUCKEYE	AZ	85326
BUCKEYE REALTY LLC	3007 MANILA LN	HOUSTON	TX	77043
HORAN REAL ESTATE ENTERPRISES LLC	PO BOX 72505	PHOENIX	AZ	85050
BERNAL MARIA/GARCIA ENCARNACION	31808 W YUMA ST	BUCKEYE	AZ	85326
CANALES ARNOLDO J/CANO OMAR	31824 W YUMA ST	BUCKEYE	AZ	85326
HOBART WINGARD	945 N 25TH AVE, STE 137	BUCKEYE	AZ	85326

LocaliQ
Arizona
GANNETT

PO Box 632099, Cincinnati, OH 45263-2099

AFFIDAVIT OF PUBLICATION

Tiffany & Bosco
2525 E Camelback RD
Phoenix AZ 85016-4219

STATE OF WISCONSIN, COUNTY OF BROWN

The West Valley Republic, a publication of the Arizona Republic, a newspaper published in the city of Phoenix and general circulation in the counties of Maricopa, Coconino, Pima and Pinal, State of Arizona, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

10/18/2024

and that the fees charged are legal.
Sworn to and subscribed before on 10/18/2024

Legal Clerk

Notary, State of WI, County of Brown

9.19.25

My commission expires

Publication Cost:	$169.84	
Tax Amount:	$0.00	
Payment Cost:	$169.84	
Order No:	10668579	# of Copies:
Customer No:	1391593	0
PO #:	LAZS0174940	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

VICKY FELTY
Notary Public
State of Wisconsin

City of Buckeye

NOTICE IS HEREBY GIVEN that the City of Buckeye City Council will hold a public hearing on Tuesday, November 5, 2024 to be held in the City Council Chambers, located at 530 E. Monroe Avenue, Buckeye, Arizona 85326 at 6:00 p.m., for the purpose of hearing all persons for or against the following request (Case No. PLZZ-23-00014):

Case No. PLZZ-23-00014: Request by Kurt A. Jones, Tiffany & Bosco P.A., for the amendment to the Desert Creek Community Master Plan. The amendment will modify the land uses of the master planned community to introduce a flexible Commercial/Employment/Residential overlay on lands north of the Yuma Road alignment to provide for a flexible allowance of the existing land uses from the approved 2006 land use map, but also allow for economic development flexibility in this area north of Yuma Road, closest to the I-10 corridor. The amendment to the CMP will also add wide-open space buffers including a buffer along the nearest residential community to the east. The Property is located on both sides of the I-10 freeway and east of the Hassayampa River and being in portions of Sections 2, 3, 10, 11, 14, 15, 22, 23, and 26, Township 1N, Range 5W of the Gila and Salt River Meridian, Maricopa County, Arizona.

For additional information, please contact the Development Services Department at 623.208.8830
October 18 2024
LAZS0174940

1063

AFFIDAVIT OF SIGN POSTING
City of Buckeye

Case No: plzz-23-00014
Project Name:
Applicant Name: Tiffany & Bosco P.A.
Location: N&S I-10 & Yuma Rd W of Power Butte Rd

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statue, the **applicant** for public hearing in the City of Buckeye shall post signs as Prescribed by the "City of Buckeye Site Posting Requirements." **It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property and to update the hearing information on the sign until the final disposition of the case. It shall also be the responsibility of the applicant to remove the sign within 10 days after final disposition of the case.**

I confirm that the site has been posted as detailed by the City of Buckeye Site Posting Requirements for the case above and the site was posted at least fifteen (15) prior to the public hearing.

Applicant's/Representative's signature: Meghan Liggett

SUBSCRIBED AND SWORN before me on 10/17/24

Notary Public: MaryBeth Conrad

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 591461
My Comm. Expires Oct 25, 2024

My Commission Expires:

10-25-24


CITY OF BUCKEYE
PUBLIC HEARING
PLANNING AND ZONING COMMISSION: MARCH 26TH, 2024 AT 6:00 P.M
CITY COUNCIL: November 5, 2024 AT 6:00 P.M.
LOCATION OF HEARINGS: CITY COUNCIL CHAMBERS,
530 EAST MONROE AVENUE, BUCKEYE, AZ 85326
REQUEST: MAJOR AMENDMENT TO THE DESERT CREEK COMMUNITY MASTER PLAN TO UPDATE OPEN SPACE AND MODIFY LAND USES TO INTRODUCE FLEXIBLE COMMERCIAL/EMPLOYMENT/RESIDENTIAL OVERLAY
GENERAL LOCATION: BOTH SIDES OF THE 1-10 FREEWAY & EAST OF THE HASSAYAMPA RIVER
SIZE: APPROXIMATELY 2,233 ACRES
CASE #: PLZZ-23-00014
APPLICANT/CONTACT: KURT A. JONES / TIFFANY & BOSCO
PHONE: 602-452-2729
EMAIL: KAJONES@TBLAW.COM
DEVELOPMENT SERVICES DEPARTMENT
623-349-6207
POSTING DATE: 3/08/2024
October 17, 2024 at 8:23 AM
+33 452910 -112 739778
I-10 E
Buckeye AZ 85354
United States
Maps


CITY OF BUCKEYE
PUBLIC HEARING
PLANNING AND ZONING COMMISSION: MARCH 26TH, 2024 AT 6:00 P.M
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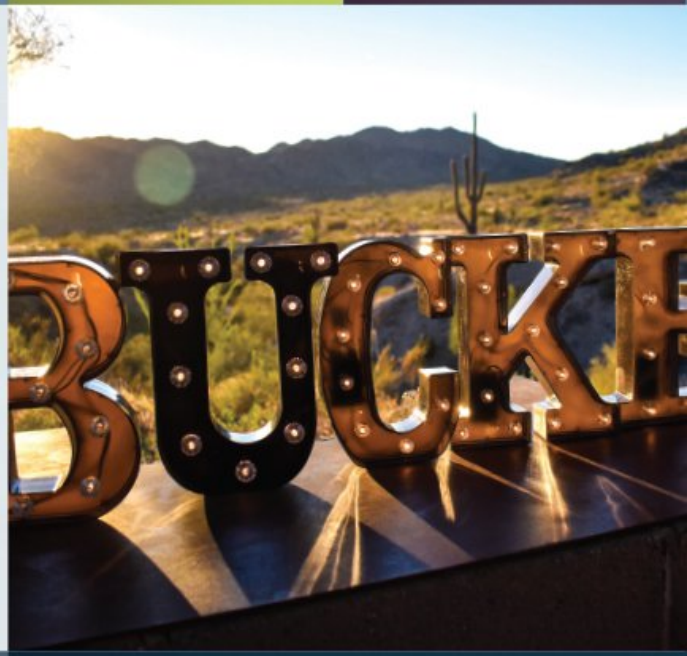
APPLICANT/CONTACT: KURT A. JONES / TIFFANY & BOSCO
PHONE: 602-452-2729 EMAIL: KAJONES@TBLAW.COM
DEVELOPMENT SERVICES DEPARTMENT
623-349-6207
POSTING DATE: 3/08/2024
Maps
October 17, 2024 at 8:36 AM
+33.435721, -112.738173
S Powers Butte Rd
Buckeye AZ 85354
United States

Desert Creek

Major CMP Amendment

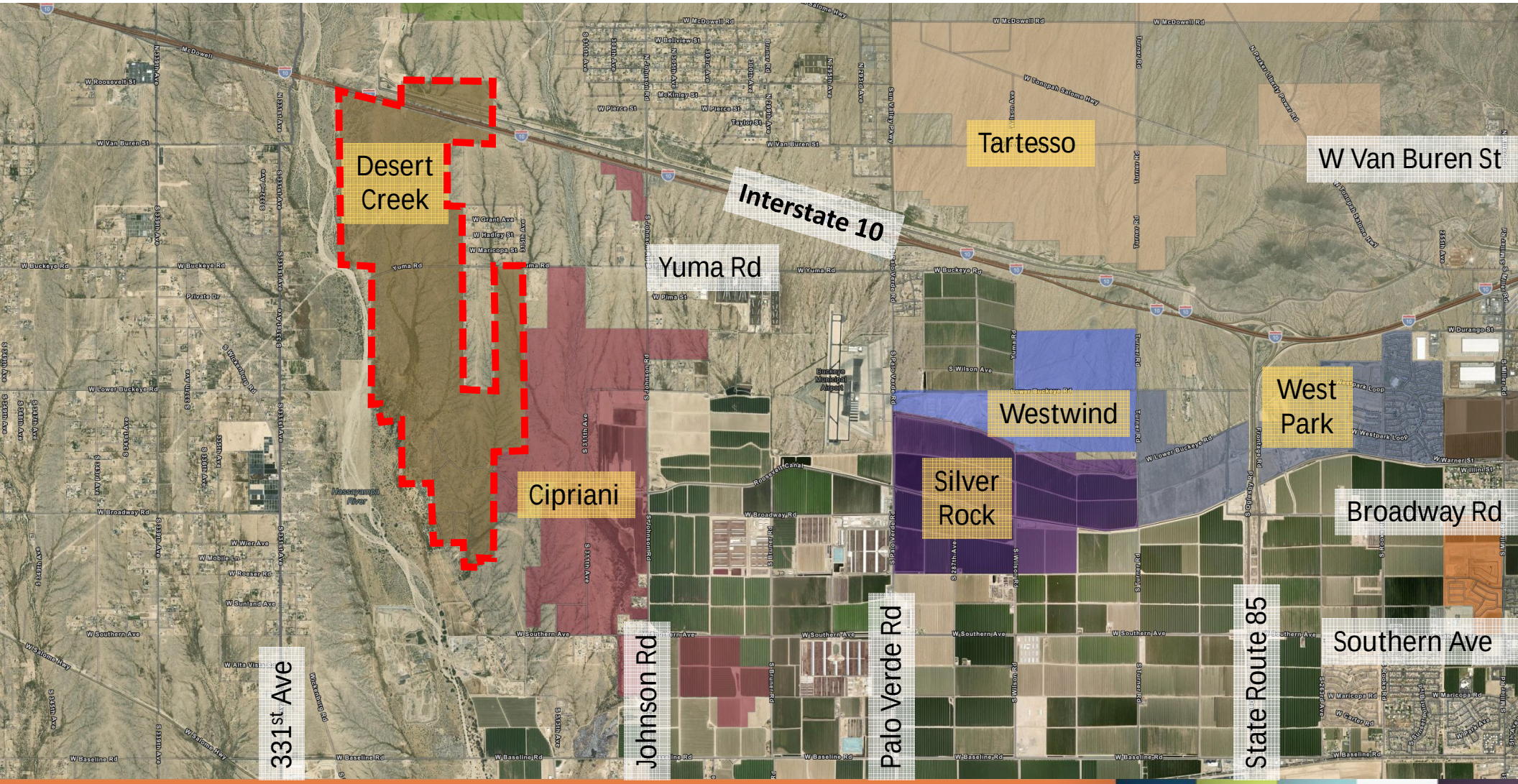
PLZZ-23-00014

City Council – November 5, 2024



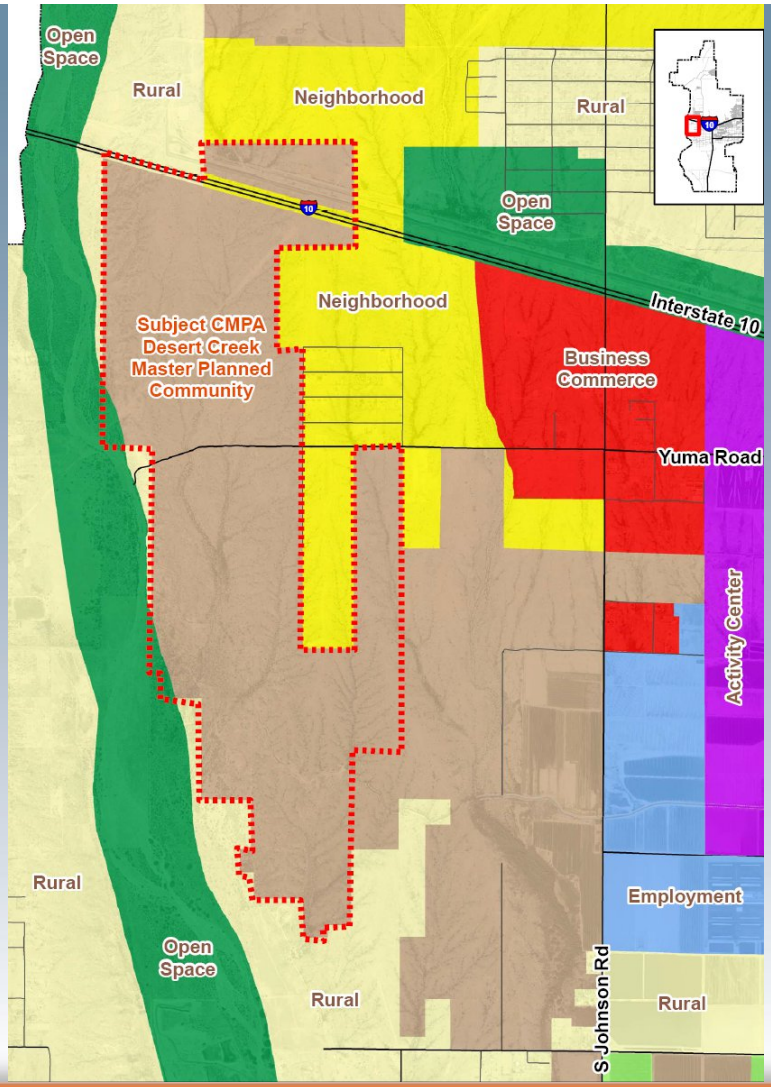
BUCKEYE, AZ

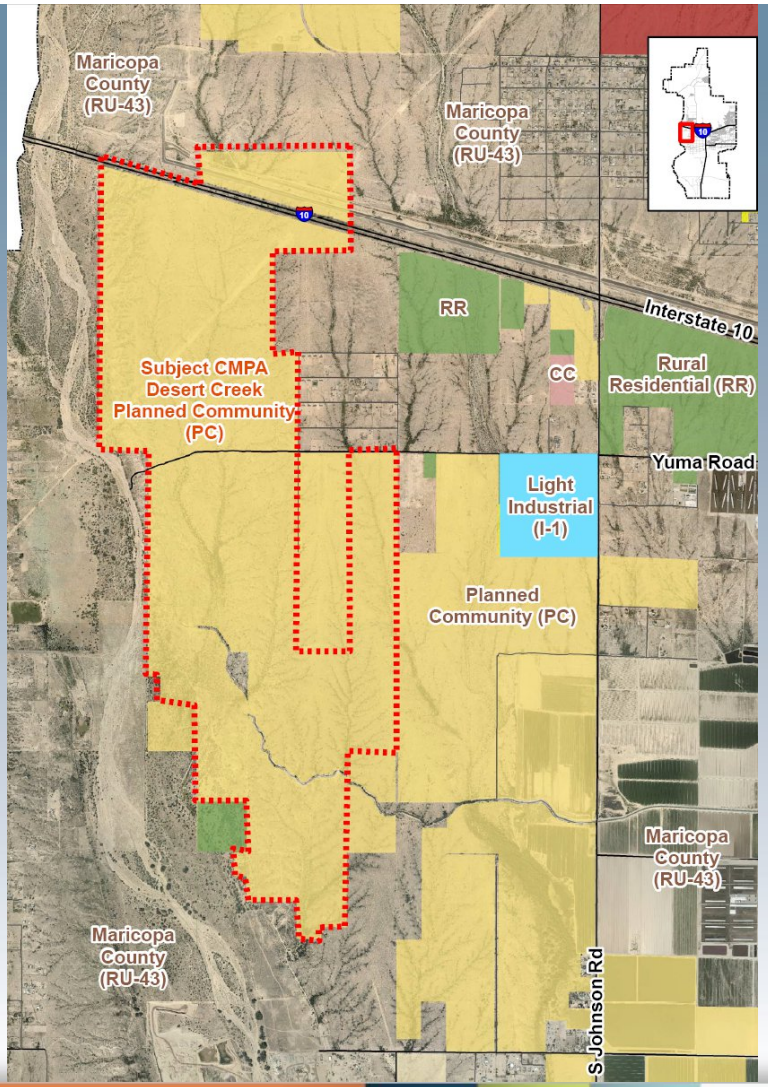
buckeyeaz.gov



BUCKEYE, AZ

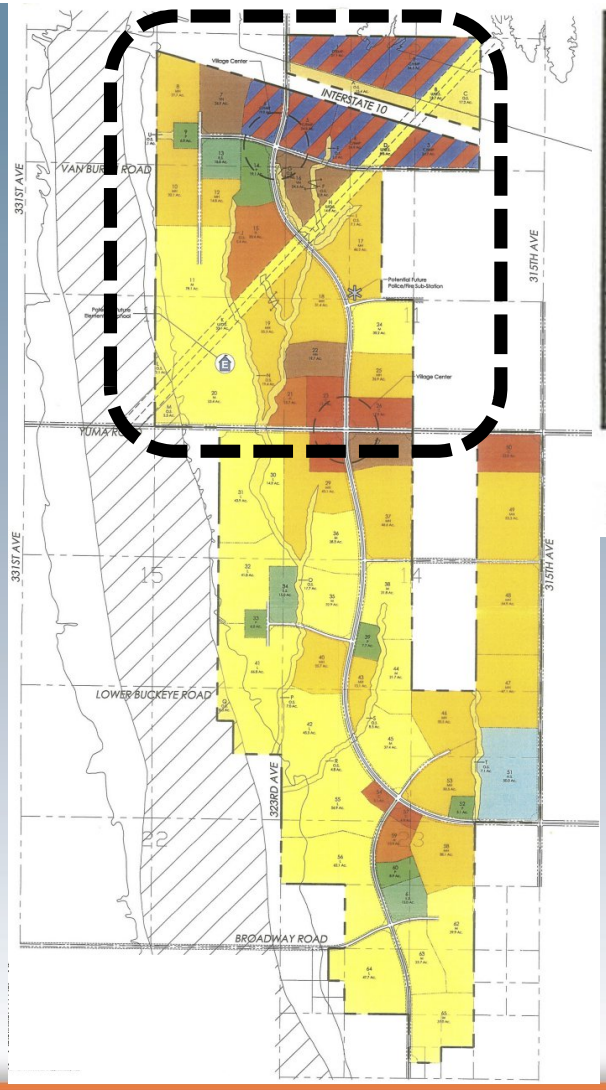
Location Map





BUCKEYE, AZ

General Plan and Zoning



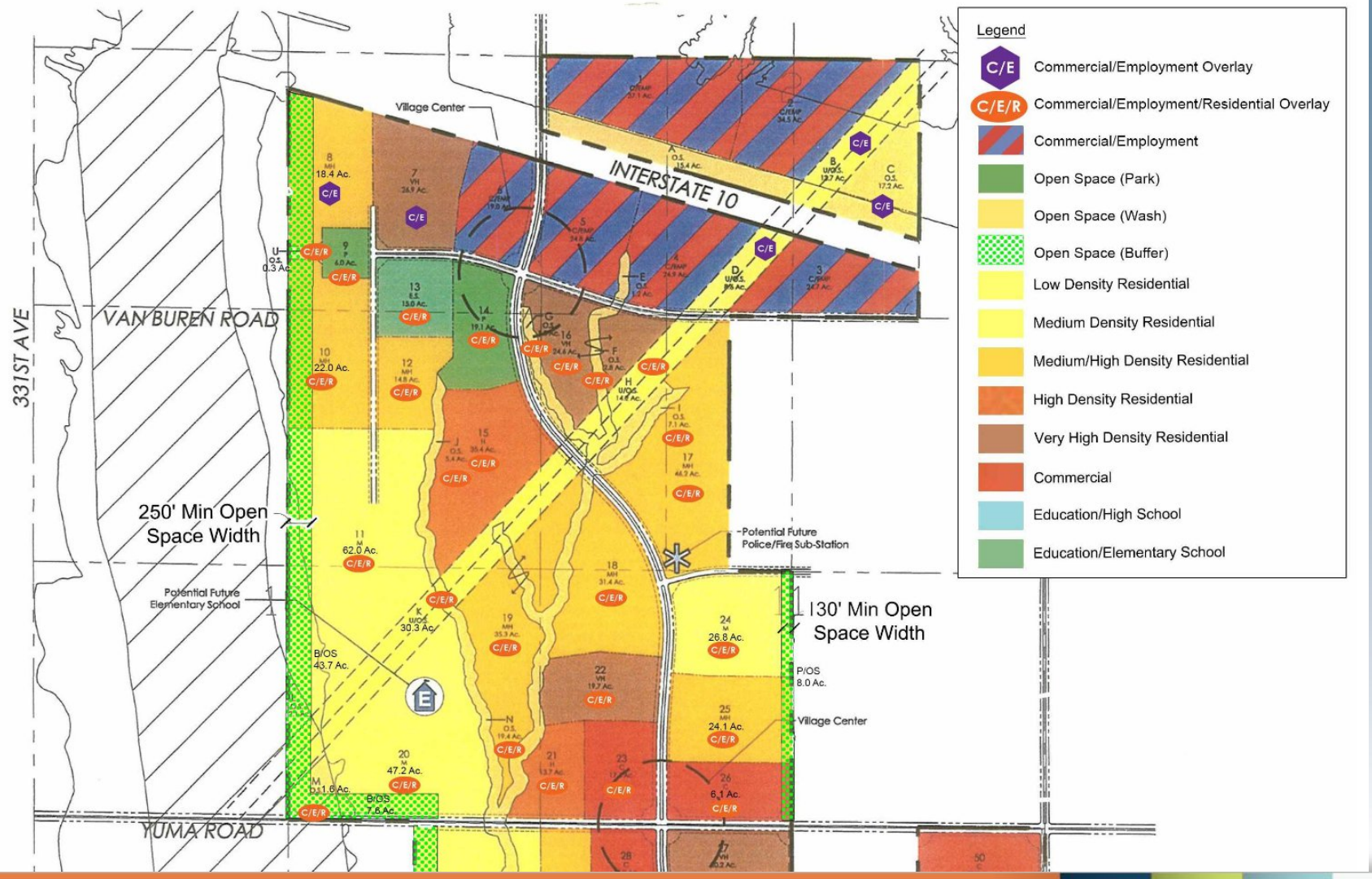
Use	Total Ac.	Percentage out of 2,233.8 Ac.	Total DU Ent.	Percentage out of 8,490 DU's
Residential	1,544.8 Ac.	69.2%	8,490 DU's	100.0%
Low Density Residential	379.6 Ac.	17.0%	949 DU's	11.2%
Medium Density Residential	414.4 Ac.	18.6%	1,659 DU's	19.5%
Medium/High Density Residential	597.3 Ac.	26.7%	3,553 DU's	41.8%
High Density Residential	62.1 Ac.	2.8%	683 DU's	8.1%
Very High Density Residential	91.4 Ac.	4.1%	1,646 DU's	19.4%
Elementary Schools	45.0 Ac.	2.0%		
High Schools	50.0 Ac.	2.2%		
***Parks and Open Space**	258.0 Ac.	11.5%		
Commercial/Employment	245.4 Ac.	11.0%	0 DU's	0.0%
Miscellaneous/R.O.W.	90.6 Ac.	4.1%		
Totals	2,233.8 Ac.	100.0%	8,490 DU's	100.0%
			3.80 DU's/Ac.	

*Approximately 123 acres of additional parks/open space are incorporated in the acreage calculations of the residential parcels resulting in a project open space calculation of approximately 19%.

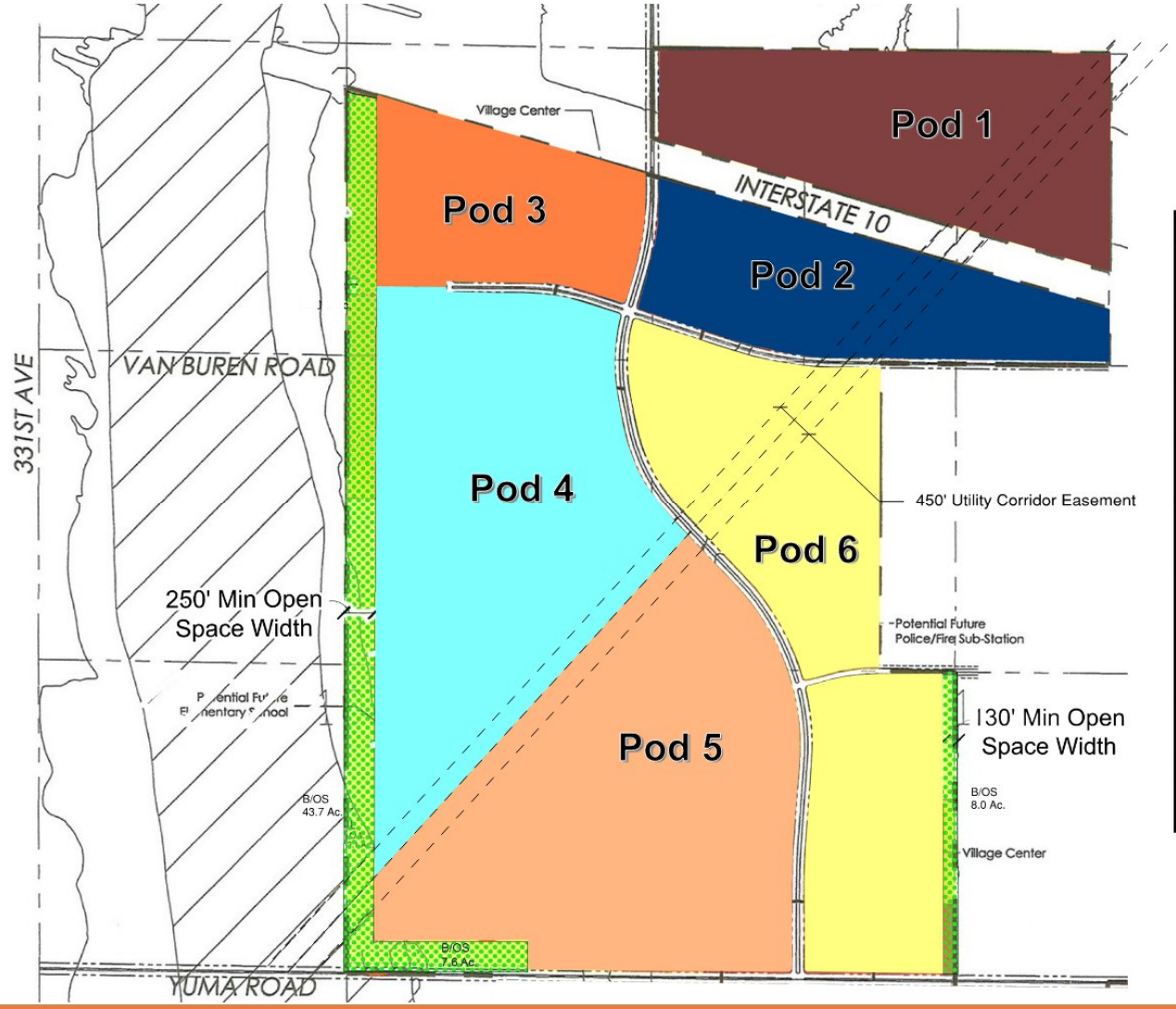
- Commercial/Employment
- Open Space (Park)
- Open Space (Wash)
- Open Space (Buffer)
- Low Density Residential
- Medium Density Residential
- Medium/High Density Residential
- High Density Residential
- Very High Density Residential
- Commercial
- Education/High School
- Education/Elementary School

BUCKEYE, AZ

Existing Land Uses



Proposed Uses



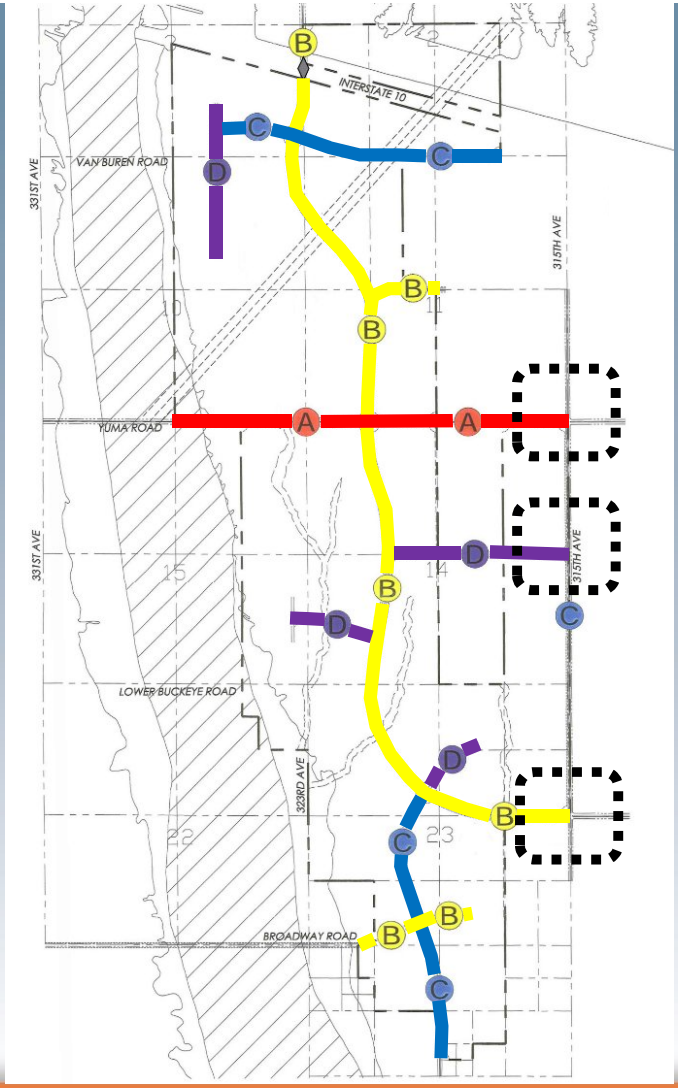
Description	Acres
Pod 1	117.9
Pod 2	84.2
Pod 3	67.4
Pod 4	192.1
Pod 5	201.0
Pod 6	167.2
Open Space (Buffer)	59.3
R/W	38.0
Total Area north of Yuma Rd.	**927.1**

BUCKEYE, AZ

POD Concept

- Pods are separated with an aggregate distance of 150 feet composed of rights-of-way, drive aisles, utility corridors, designated open space, or a combination thereof.
- Guide development by providing that once whatever land use is introduced to a particular Pod, only complementary uses will be allowed within that Pod.

- Commercial uses are complementary to both residential and employment uses and will be allowed within any Pod.
- A minimum of 25% of the C/E/R pods must contain residential uses.
- To alleviate the concern over “apartment farms,” the maximum density for a residential Pod is 8 dwelling units per acre.

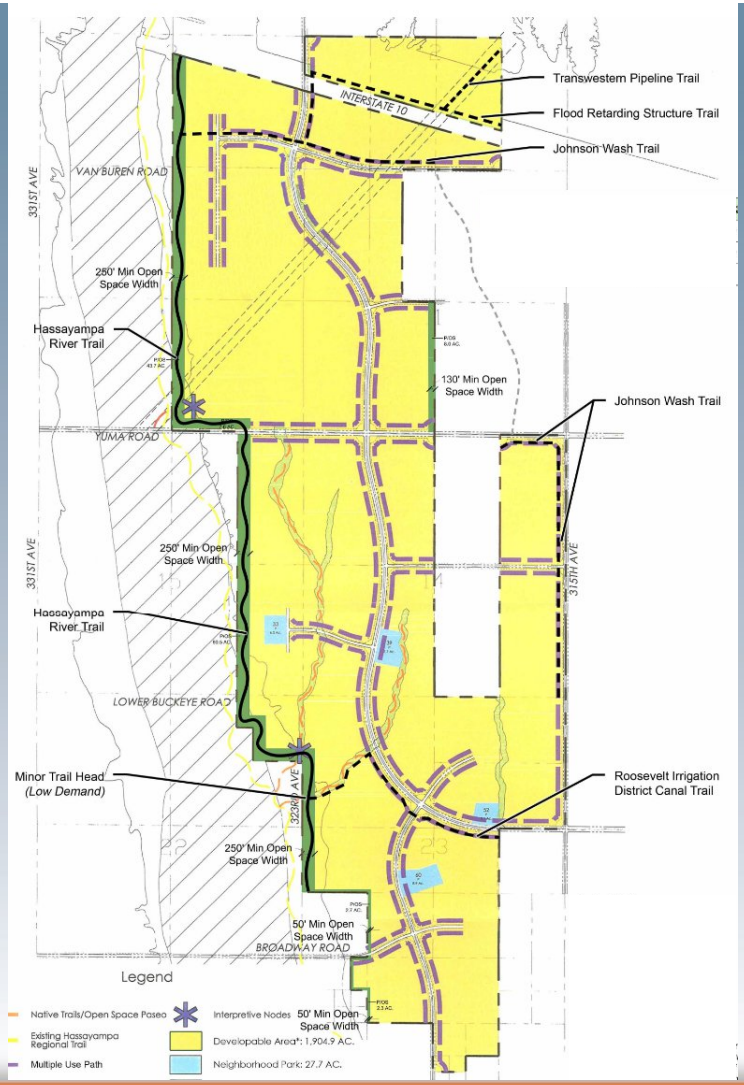


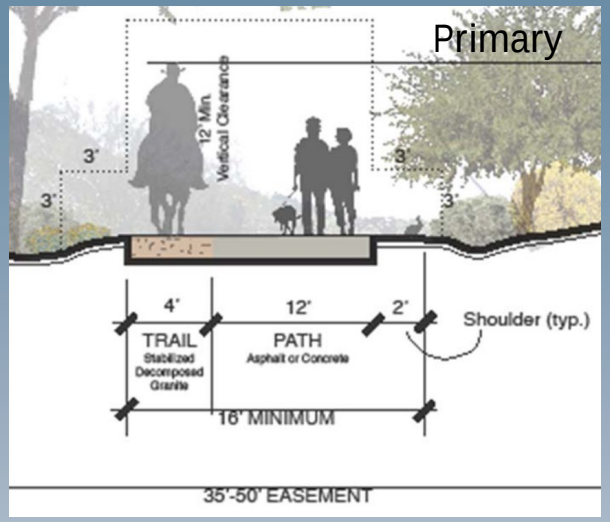
Legend

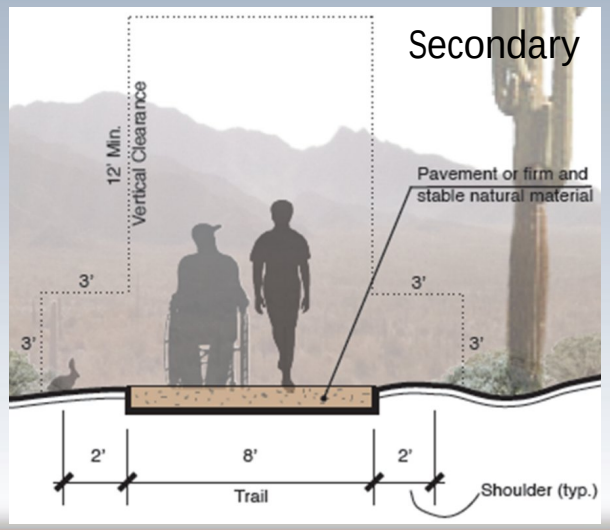
- A — 6-Lane Parkway
- B — 6-Lane Major Arterial
- C — 4-Lane Arterial
- D — Collector
- ◆ — Future I-10 Interchange

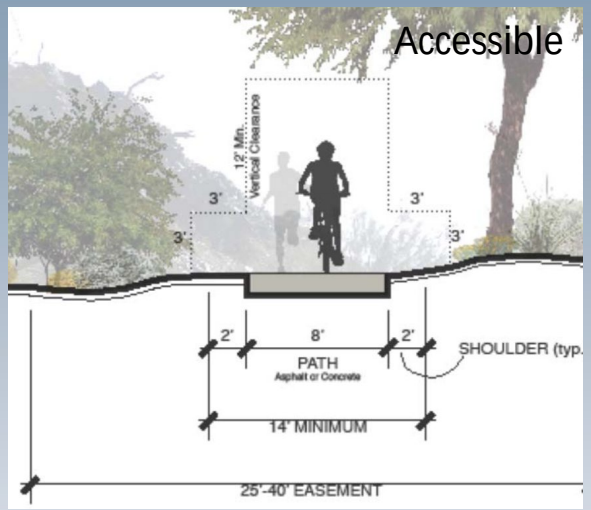
Vehicular Circulation

BUCKEYE, AZ









BUCKEYE, AZ

Parks and Open Space

All Notifications were completed as per the Development Code and Arizona Law.

A neighborhood meeting was held on January 31, 2024, at 6:00 P.M. at the Coyote branch of the Buckeye Library. Approximately 8 to 10 people attended the outreach. No significant concerns or objections to the proposal were noted.

Desert Creek is bound to a previous agreement and the Master Plan through Ordinance 48-07.

These obligations include the requirement to construct water and wastewater infrastructure in conformance with City of Buckeye laws, regulations, and Development Code and within the parameters set in the Water and Wastewater Master Plans and Reports.

Staff Recommends the Mayor and City Council Hold a Public Hearing and Approve Ordinance 24-24, for Case PLZZ-23-00014, Desert Creek Community Master Plan Amendment, subject to Conditions a) through nn)

BUCKEYE, AZ

Recommendation

WHEN RECORDED, RETURN TO:

City of Buckeye
ATTN: City Clerk, Lucinda J. Aja
530 East Monroe Avenue
Buckeye, Arizona 85326

ORDINANCE NO. 24-24

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING AN AMENDMENT TO THE DESERT CREEK COMMUNITY MASTER PLAN AS DESCRIBED IN CASE NUMBER PLZZ-23-00014; APPROVING THE FIRST AMENDED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BUCKEYE, ARIZONA, DESERT CREEK MPC, LLC, BUCKEYE 1680, LLC, BUCKEYE HASSAYAMPA, LLC, TK COWLEY INVESTMENTS, LLLP, VIEL GLUCK, LLC, BEN FATTO, LLC, LS TYLER INVESTMENTS LLLP, MICHAEL T. COWLEY LIVING TRUST, FAR MAREL, L.L.C., ANC-MTC IRREVOCABLE TRUST, MT. OLYMPUS INVESTMENTS, L.L.C., NEAL MANAGEMENT, LLC, ANC-SCT IRREVOCABLE TRUST, AND ANC-TNC IRREVOCABLE TRUST CONCERNING THE DEVELOPMENT OF THE DESERT CREEK COMMUNITY MASTER PLAN; AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER THE DEVELOPMENT AGREEMENT.

WHEREAS, the City of Buckeye ("City") Development Code Article 8, Section 8.6 authorizes the City Council to approve major amendments to a Community Master Plan ("CMP"); and

WHEREAS, the City is authorized by Ariz. Rev. Stat. § 9-500.05 to enter into development agreements; and

WHEREAS, the proposed Amendment to the Desert Creek CMP, Case No. PLZZ-23-00014, concerns the development of approximately 2234 acres of real property legally described in **Exhibit A**, attached hereto; and

WHEREAS, the proposed Amendment to the Desert Creek CMP, Case No. PLZZ-23-00014, was properly noticed for public hearings, and the necessary hearings were conducted on March 26, 2024 and November 5, 2024; and

WHEREAS, the proposed CMP Amendment will enhance the welfare of the community by providing additional commercial and employment options near the I-10, it will not depreciate surrounding property values, and is in harmony with the purposes and intent of the City Development Code and the General Plan; and

WHEREAS, the City of Buckeye Planning & Zoning Commission held a public hearing on March 26, 2024, and recommended approval of this CMP Amendment.

NOW THEREFORE BE IT ORDAINED, by the Mayor and City Council of the City of Buckeye, Arizona, as follows:

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

Section 2. The Amendment to the Desert Creek CMP set forth in Case PLZZ-23-00014, is hereby approved, subject to the conditions of approval attached hereto as **Exhibit B**, incorporated herein by this express reference.

Section 3. The First Amended Development Agreement dated November 5, 2024 between the City of Buckeye, Arizona, Desert Creek MPC, LLC, Buckeye 1680, LLC, Buckeye Hassayampa, LLC, TK Cowley Investments, LLLP, Viel Gluck, LLC, Ben Fatto, LLC, LS Tyler Investments LLLP, Michael T. Cowley Living Trust, Far Marel, L.L.C., ANC-MTC Irrevocable Trust, Mt. Olympus Investments, L.L.C., Neal Management, LLC, ANC-SCT Irrevocable Trust, and ANC-TNC Irrevocable Trust is hereby approved in substantially the form and substance on file with the City Clerk.

Section 4. The Mayor is authorized to sign the First Amended Development Agreement, and the Mayor, City Manager, City Clerk, and the City Attorney are hereby authorized and directed to take all steps to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 5th day of November, 2024.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

EXHIBIT A
TO
ORDINANCE 24-24

[Legal Description]

(See Following Pages)

A PARCEL OF LAND BEING PORTIONS OF SECTIONS 2, 3, 10, 11, 14, 15, 22, 23 AND 26, TOWNSHIP 1 NORTH, RANGE 5 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND AS PURPORTED ON AN ALTA/ACSM, PREPARED BY RBF CONSULTING, SIGNED BY DAVID M. SCHLIEF, RLS 31034, DATED SEPTEMBER 23, 2005, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1
COMMENCING AT THE EAST QUARTER OF SAID SECTION 2, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 2, BEARS SOUTH 00 DEGREES 15 MINUTES 50 SECONDS WEST, 2645.83 FEET;

THENCE NORTH 89 DEGREES 46 MINUTES 30 SECONDS WEST, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 2, 1,311.04 FEET, TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID EAST-WEST MID-SECTION LINE, SOUTH 00 DEGREES 26 MINUTES 50 SECONDS WEST, 1,844.92 FEET, TO THE NORTHERN RIGHT-OF-WAY LINE OF THE EHRENBERG HIGHWAY (I-10);

THENCE NORTH 74 DEGREES 33 MINUTES 02 SECONDS WEST, ALONG SAID NORTHERN RIGHT-OF-WAY LINE, 2804.30 FEET;

THENCE NORTH 74 DEGREES 33 MINUTES 05 SECONDS WEST, ALONG SAID NORTHERN RIGHT-OF-WAY LINE, 1300.88 FEET, TO THE WEST LINE OF SAID SECTION 2;

THENCE DEPARTING SAID NORTHERN RIGHT-OF-WAY LINE, NORTH 00 DEGREES 14 MINUTES 22 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 2, 766.88 FEET, TO THE EAST-WEST MID-SECTION LINE OF SAID SECTION 2;

THENCE DEPARTING SAID WEST LINE OF SAID SECTION 2, SOUTH 89 DEGREES 46 MINUTES 30 SECONDS EAST, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 2, 3,968.08 FEET, TO THE POINT OF BEGINNING.

TOGETHER WITH;

PARCEL 2
COMMENCING AT THE SOUTHEAST CORNER SAID SECTION 2 AND THE NORTHEAST CORNER OF SAID SECTION 11, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 2, BEARS NORTH 00 DEGREES 15 MINUTES 50 SECONDS EAST, 2645.83 FEET;

THENCE NORTH 89 DEGREES 43 MINUTES 18 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 2 AND THE NORTH LINE OF SAID SECTION 11, 1,319.45 FEET, TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 43 MINUTES 18 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 2 AND THE NORTH LINE OF SAID SECTION 11, 1979.24 FEET;

THENCE DEPARTING THE SOUTH LINE OF SAID SECTION 2 AND THE NORTH LINE OF SAID SECTION 11, SOUTH 00 DEGREES 20 MINUTES 31 SECONDS WEST, 2,642.08 FEET, TO THE EAST-WEST MID-SECTION LINE OF SAID SECTION 11;

THENCE SOUTH 89 DEGREES 42 MINUTES 53 SECONDS EAST, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 11, 659.67 FEET, TO THE CENTER OF SAID SECTION 11;

THENCE DEPARTING THE EAST-WEST MID-SECTION LINE OF SAID SECTION 11, SOUTH 00 DEGREES 20 MINUTES 36 SECONDS WEST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 11, 2,646.92 FEET, TO THE SOUTH QUARTER CORNER OF SAID SECTION 11 AND THE NORTH QUARTER CORNER OF SAID SECTION 14;

THENCE DEPARTING THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 11, SOUTH 00 DEGREES 02 MINUTES 14 SECONDS WEST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 14, 2641.35 FEET, TO THE CENTER OF SAID SECTION 14;

THENCE CONTINUING SOUTH 00 DEGREES 21 MINUTES 14 SECONDS WEST, ALONG SAID NORTH-SOUTH MID-SECTION LINE, 2648.12 FEET, TO THE SOUTH QUARTER CORNER OF SAID SECTION 14;

THENCE DEPARTING THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 14, SOUTH 89 DEGREES 53 MINUTES 52 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SECTION 14, 1,312.61 FEET, TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 14;

THENCE DEPARTING THE SOUTH LINE OF SAID SECTION 14, NORTH 00 DEGREES 09 MINUTES 16 SECONDS EAST, ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 14, 2645.63 FEET;

THENCE NORTH 00 DEGREES 04 MINUTES 27 SECONDS EAST, ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 14, 2642.70 FEET, TO THE NORTH LINE OF SAID SECTION 14;

THENCE SOUTH 89 DEGREES 49 MINUTES 36 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 14, 1,319.72 FEET, TO THE NORTHEAST CORNER OF SAID SECTION 14;

THENCE DEPARTING THE NORTH LINE OF SAID SECTION 14, SOUTH 00 DEGREES 06 MINUTES 40 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 14, 2,643.07 FEET, TO THE EAST QUARTER CORNER OF SAID SECTION 14;

THENCE SOUTH 00 DEGREES 16 MINUTES 18 SECONDS WEST, CONTINUING ALONG THE EAST LINE OF SAID SECTION 14, 2,643.14 FEET, TO THE SOUTHEAST CORNER OF SAID SECTION 14, AND THE NORTHEAST CORNER OF SAID SECTION 23;

THENCE DEPARTING THE EAST LINE OF SAID SECTION 14, SOUTH 00 DEGREES 12 MINUTES 20 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 23, 2,641.43 FEET, TO THE EAST QUARTER CORNER OF SAID SECTION 23;

THENCE DEPARTING THE EAST LINE OF SAID SECTION 23, NORTH 89 DEGREES 46 MINUTES 18 SECONDS WEST, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 23, 1,316.41 FEET;

THENCE DEPARTING THE EAST-WEST MID-SECTION LINE OF SAID SECTION 23, SOUTH 00 DEGREES 17 MINUTES 17 SECONDS WEST, 2,642.60 FEET, TO THE SOUTH LINE OF SAID SECTION 23, AND THE NORTH LINE OF SAID SECTION 26;

THENCE SOUTH 00 DEGREES 13 MINUTES 16 SECONDS WEST, 1,978.85 FEET;
THENCE NORTH 89 DEGREES 45 MINUTES 41 SECONDS WEST, 661.49 FEET;
THENCE SOUTH 00 DEGREES 15 MINUTES 00 SECONDS WEST, 329.80 FEET;
THENCE NORTH 89 DEGREES 45 MINUTES 45 SECONDS WEST, 661.66 FEET, TO THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 26;

THENCE NORTH 00 DEGREES 16 MINUTES 43 SECONDS EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 26, 989.44 FEET;

THENCE DEPARTING THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 26, NORTH 89 DEGREES 45 MINUTES 34 SECONDS WEST, 1,320.69 FEET, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26;

THENCE NORTH 00 DEGREES 15 MINUTES 54 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26, 659.68 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 89 DEGREES 45 MINUTES 26 SECONDS WEST, 330.27 FEET;

THENCE NORTH 00 DEGREES 15 MINUTES 54 SECONDS EAST, 659.68 FEET, TO THE NORTH LINE OF SAID SECTION 26 AND THE SOUTH LINE OF SAID SECTION 23;

THENCE SOUTH 89 DEGREES 45 MINUTES 18 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SECTION 23, 330.25 FEET, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23;

THENCE DEPARTING THE SOUTH LINE OF SAID SECTION 23, NORTH 00 DEGREES 20 MINUTES 28 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, 1,321.02 FEET, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23;

THENCE DEPARTING SAID WEST LINE, NORTH 89 DEGREES 43 MINUTES 33 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, 1,321.88 FEET, TO THE WEST LINE OF SAID SECTION 23 AND THE EAST LINE OF SAID SECTION 22;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 18 MINUTES 11 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 23 AND THE EAST LINE OF SAID SECTION 22, 1,320.72 FEET, TO THE EAST QUARTER CORNER OF SAID SECTION 22;

THENCE CONTINUING NORTH 00 DEGREES 18 MINUTES 11 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 22, 1,320.72 FEET, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22;

THENCE DEPARTING THE EAST LINE OF SAID SECTION 22, NORTH 89 DEGREES 31 MINUTES 06 SECONDS WEST, 993.37 FEET;

THENCE NORTH 00 DEGREES 15 MINUTES 15 SECONDS EAST, 660.36 FEET;

THENCE NORTH 89 DEGREES 31 MINUTES 07 SECONDS WEST, 331.32 FEET;

THENCE NORTH 00 DEGREES 14 MINUTES 16 SECONDS EAST, 660.36 FEET, TO THE NORTH LINE OF SAID SECTION 22 AND THE SOUTH LINE OF SAID SECTION 15;

THENCE NORTH 00 DEGREES 21 MINUTES 34 SECONDS EAST, 2,643.40 FEET;

THENCE NORTH 00 DEGREES 07 MINUTES 56 SECONDS EAST, 2,651.72 FEET, TO THE NORTH LINE OF SAID SECTION 15 AND THE SOUTH LINE OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 28 MINUTES 15 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 10, 1,318.52 FEET, TO THE SOUTH QUARTER CORNER OF SAID SECTION 10;

THENCE DEPARTING THE SOUTH LINE OF SAID SECTION 10, NORTH 00 DEGREES 15 MINUTES 03 SECONDS EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 10, 2639.68 FEET, TO THE CENTER OF SAID SECTION 10;

THENCE CONTINUING NORTH 00 DEGREES 15 MINUTES 03 SECONDS EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 10, 2640.59 FEET, TO THE NORTH QUARTER CORNER OF SAID SECTION 10;

THENCE NORTH 00 DEGREES 11 MINUTES 07 SECONDS EAST, ALONG THE NORTH-SOUTH MID-SECTION OF SAID SECTION 3, 2,261.55 FEET, TO THE SOUTHERN RIGHT-OF-WAY LINE OF THE SAID EHRENBERG HIGHWAY (I-10);

THENCE DEPARTING THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 3, SOUTH 74 DEGREES 33 MINUTES 05 SECONDS EAST, ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF SAID EHRENBERG HIGHWAY (I10), 2,741.99 FEET;

THENCE CONTINUING ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF SAID EHRENBERG HIGHWAY (I-10) SOUTH 74 DEGREES 33 MINUTES 05 SECONDS EAST, 1217.14 FEET;

THENCE CONTINUING ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF SAID EHRENBERG HIGHWAY (I-10) SOUTH 74 DEGREES 33 MINUTES 02 SECONDS EAST, 2886.83 FEET;

THENCE DEPARTING THE SOUTHERN RIGHT-OF-WAY LINE OF SAID EHRENBERG HIGHWAY (I-10), SOUTH 00 DEGREES 26 MINUTES 50 SECONDS WEST, 480.83 FEET, TO THE POINT OF BEGINNING.

SAID PARCELS CONTAIN 97,312,215 SQUARE FEET OR 2233.981 ACRES MORE OR LESS.

EXHIBIT B
TO
ORDINANCE 24-24

[Conditions of Approval]

General

a. Development of the property shall be in general conformance with the project narrative titled "Desert Creek Community Master Plan 1st Amendment", consisting of 34 pages, dated January 31, 2024, and stamp received January 31, 2024, except as modified by the following conditions/stipulations.

b. The property owner/s and their successor waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as a result of this approval.

c. All projects are required to meet the most current adopted City of Buckeye (COB) Engineering Design Standards (EDS) as well as the most recent adopted MAG standards and specifications.

d. The Developer shall be required to complete and sign a Public Infrastructure Assurance Agreement prior to the recordation of the first Final Plat. In addition, the Property Owner/Developers shall be required to build or otherwise provide the required infrastructure necessary to serve this project.

e. Phasing of public infrastructure shall be subject to a phasing plan as approved by the City. The phasing plan shall be incorporated into the Utility and Transportation Master Plans.

f. This project is subject to a Parkway Maintenance Improvement District (MID) formed pursuant to Arizona Revised Statue § 48-574 and in accordance with City of Buckeye Ordinance 42-06 and a Street Light Improvement District (SLID) in accordance with City of Buckeye Ordinance 43-05. These shall be established prior to the recordation of the first Final Plat, Minor Subdivision, MOD, or any other related land division.

g. All existing overhead power lines less than 69 kV capacity, or any other overhead utilities within the project area or along its boundaries, shall be installed underground.

h. All existing irrigation facilities located on the site shall be abandoned, relocated, or installed underground. Any District-owned facilities to be located within the right-of-way shall be located near the rear of the right-of-way and the right-of-way shall be extended at least five (5) feet, unless otherwise determined by the City. Any additional right-of-way for District-owned facilities (not to exceed five (5) feet) shall be placed outside of the right-of-way and the public utilities easement.

i. Prior to Final Plat recordation, the City shall approve all engineering and construction plans and reports for the required infrastructure for the project.

j. The property owner/s and their successor waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as a result of this approval.

k. Prior to Final Plat approval, the Property Owner/Developer shall obtain approval from the applicable utility interests for easement location and width, as required for utility purposes.

Drainage

l. A CMP level Drainage Master Plan shall be submitted to the City for review and approval prior to or concurrently with the first Site Plan / Preliminary Plat. The Drainage Master Plan shall address all onsite and offsite flows affecting the overall property and determine the infrastructure required to mitigate existing 100-year flows.

m. The Property Owner/Developer shall make provisions in their design to accommodate off-site storm water, manage this flow as part of the project, and redistribute it in a like manner and location to the existing conditions. Historic discharge conditions and locations cannot be altered.

n. Prior to Final Plat approval, the Property Owner/Developer shall provide a letter from the Flood Control District of Maricopa County approving the conceptual design of the proposed construction on any existing alluvial fans, flood plains, floodways or other flood feature managed by the Flood Control District that is affecting this project.

Streets

o. Prior to the issuance of a Building Permit, the Property Owner/Developer shall pay a pro rata share, based on acreage, of the cost of up to nine (9) future traffic signals to be installed within this section of land. The sectional contribution is to be based on the following allocation of costs: (i) 25 percent share of four (4) possible signals at arterial street intersections; (ii) 50 percent share of four (4) possible signals at half-mile collector street intersections or project entries; and (iii) 100 percent share of one (1) possible signal internal to this project. The cost shall be based on an anticipated signal cost as determined by the City Engineer.

p. The Property Owner/Developer shall be responsible for the dedication and construction of all half-street and full internal right-of-way and improvements, at no cost to the City, based on City of Buckeye standards.

q. The Property Owner/Developer shall submit a Plat or other appropriate subdivision type to the City of Buckeye dedicating right-of-way for functionally classified roadways when requested to do so by the City. Such right-of-way may be requested by the City to be dedicated in advance of development to permit the construction of needed City infrastructure to adjacent sites.

r. All streets (local, collector, and arterial), sidewalks, parks, and other common areas, as determined by the City of Buckeye, shall be sufficiently illuminated to ensure the safety and security of persons and property. The City shall approve all lighting improvements within the right-of-way.

s. All street names shall be subject to final approval by the City of Buckeye and shall conform to the City of Phoenix grid alignment.

t. Pavement sections for all streets shall be determined in accordance with a City approved geotechnical analysis but shall not be less than the City's minimum requirements.

u. Collector, arterial, and parkway streets shall have a raised, landscaped median except at intersections where left-turn lanes are provided.

v. Street signs and signposts shall be placed at all street intersections, with stop signs where applicable, by the Property Owner/Developer and shall be in place when street paving is completed. Specification for design, construction, location, and installation shall be in accordance with City roadway standards and shall be approved by the City of Buckeye.

w. Any traffic signals that are required due to traffic generated by this project shall be installed by the Property Owner/Developer when warranted.

Water / Wastewater

x. The Property Owner/Developer shall allocate any surface water rights to the City prior to the issuance of any building permits.

y. To the extent allowed by law, all Type-I Non-irrigation and Irrigation Grandfathered Rights associated with the property shall be properly extinguished and the resulting extinguishment credits conveyed to the City of Buckeye or pledged to the City of Buckeye account at the Arizona Department of Water Resources prior to the issuance of any building permits.

z. The Property Owner/Developer shall notify the City's Water Resources Department of the location of any registered and unregistered wells on the property and the Property Owner/Developer and the City's Water Resources Department shall meet and confer to determine if the wells are beneficial or whether they shall be abandoned. Wells shall be abandoned by the Property Owner/Developer if the City's Water Resources Department determines that they present a health and safety hazard or are contributing to groundwater contamination and are not able to be rehabilitated, modified, or re-drilled to prevent the health and safety hazard or groundwater contamination. Abandonment of wells shall be performed pursuant to and in compliance with State law and shall be completed prior to the issuance of any building permits.

aa. When subdividing land into 6 or more parcels, prior to Final Plat approval, the Property Owner/Developer shall produce a Certificate of Assured Water Supply issued by the Arizona Department of Water Resources (ADWR), covering all lots and parcels created, defined, or depicted on said plat. The certificate must be consistent with all Arizona Department of Water Resources ADWR rules and regulations. In the event the City has been designated an assured water provided prior to Final Plat approval, and the ADWR has not yet issued a Certificate or Certificates of Assured Water Supply for the subdivision, a Certificate or Certificates of Assured Water Supply will not be required by the City. The City may instead require as a condition to Final Plat approval that the Property

Owner/Developer provide the City with other evidence demonstrating that there is sufficient volume and quality of water necessary to serve the demands at the subdivision such as a physical availability determination issued by the ADWR along with supporting documentation or that the Property Owner/Developer provide the City with a copy of an analysis of assured water supply, with supporting documentation, issued by the ADWR for the subdivision.

bb. A CMP level Water Master Plan shall be submitted to the City for review and approval prior to or concurrently with the first Site Plan / Preliminary Plat. The Water Master Plan shall show how the entire master-planned area will be serviced by the water campus(es) and provide information on water supply, treatment, storage, and distribution.

cc. A CMP level Wastewater Master Plan shall be submitted to the City for review and approval prior to or concurrently with the first Site Plan / Preliminary Plat. The Wastewater Master Plan shall address all upstream tributary areas and show how the entire master-planned area will be serviced by gravity sewer while demonstrating depth of cover requirements are satisfied.

Traffic

dd. A Traffic Impact Analysis (TIA) shall be submitted for review and approval by the City. Prior to any permit issuance, a TIA must be approved.

ee. All roads within and adjacent to the development shall be per the City approved Transportation Master Plan (TMP).

ff. All roadway cross sections and corresponding ROW shall comply with City of Buckeye Engineering Design Standards based on City approved TMP roadway classifications.

gg. Broadway Road will remain on the Broadway Road alignment.

hh. Desert Creek Parkway is a major arterial south of Broadway Road.

ii. Label 315th Ave south of Broadway Road as arterial.

jj. Any property owned/operated by the Roosevelt Irrigation District (RID) shall remain unaffected by any land use changes proposed within this CMP amendment.

kk. For employment uses, dock doors will not face the I-10 unless 100 percent screened from Interstate 10.

ll. For the first 1,000 feet of highway frontage on Parcel 504-11-027B, there shall be a berm, natural landform or wall of a minimum of six (6) feet in height along the sides of the I-10 freeway to provide some screening of future land uses. Berm or screening to be required at the time of building permit for land uses south of the freeway.

mm. A landscape palette for the parcels south of I-10 shall be reviewed and approved at the time of subdivision or site plan approval for a consistent landscape theme along this portion of the highway frontage.

nn. Property owner shall dedicate a one-acre parcel in the northwest portion of parcel 504-11-027B for a potential City gateway sign/City entry feature for vehicles traveling along Interstate 10 eastbound into the City.

WHEN RECORDED, RETURN TO:

City of Buckeye
ATTN: City Clerk, Lucinda J. Aja
530 East Monroe Avenue
Buckeye, Arizona 85326

Space Above Reserved for Recorder's Use

FIRST AMENDED DEVELOPMENT AGREEMENT
COMMUNITY MASTER PLAN AMENDMENT NO. 1
PLZZ-23-00014

1. Date. The effective date of this First Amended Development Agreement ("***Agreement***") is November 5, 2024.

2. Parties. The parties to this Agreement are:

(a) CITY OF BUCKEYE, ARIZONA
Attention: Dan Cotterman, City Manager
530 East Monroe Avenue
Buckeye, Arizona 85326 ("***City***")

(b) DESERT CREEK MPC, LLC,
BUCKEYE 1680, LLC,
BUCKEYE HASSAYAMPA, LLC,
~~MT. BALDY LIMITED PARTNERSHIPANC IRREVOCABLE TRUST~~SMT INVESTORS LIMITED PARTNERSHIP,
~~TIMOTHY N. AND KRISTEN L. COWLEY~~TK COWLEY INVESTMENTS, LLLP,
~~BOA SORTE LIMITED PARTNERSHIPVIEL GLUCK LIMITED PARTNERSHIP~~VIEL GLUCK, LLC,
~~BEN FATTO LIMITED PARTNERSHIP~~BEN FATTO, LLC
~~LOREN AND SUZETTE TYLER~~LS TYLER INVESTMENTS LLLP,
MICHAEL T. COWLEY LIVING TRUST,
FAR MAREL, L.L.C.,
ANC-MTC IRREVOCABLE TRUST,
MT. OLYMPUS INVESTMENTS, L.L.C.,
NEAL MANAGEMENT, LLC,
ANC-SCT IRREVOCABLE TRUST,
and ANC-TNC IRREVOCABLE TRUST.

Attn: Bruce Galloway
c/o Evergreen Investment Company
271 Winslow Way E., Suite 10727

Bainbridge Island, WA 98110 (collectively "***Owner***")

3. Background. The following is the background to this Agreement:

(a) DESERT CREEK MPC, LLC, BUCKEYE 1680, LLC, BUCKEYE HASSAYAMPA, LLC, MT. BALDY LIMITED PARTNERSHIP, NEAL MANAGEMENT, L.L.C., ANC IRREVOCABLE TRUST, SMT INVESTORS LIMITED PARTNERSHIP, TIMOTHY N. AND KRISTEN L. COWLEY, BOA SORTE LIMITED PARTNERSHIP, VIEL GLUCK LIMITED PARTNERSHIP, BEN FATTO LIMITED PARTNERSHIP, and LOREN AND SUZETTE TYLER and the City were parties to the Development Agreement dated July 26, 2007 and recorded in the Office of the Maricopa County Recorder on July 30, 2007 as Instrument No. 2007-0858015 (the "***Original Agreement***").

(b) The Original Agreement concerned that development of approximately 2232 acres of land more particularly described in the attached Exhibit A, (the "***Land***") and depicted on the attached Exhibit B, both of which are incorporated by this express reference.

(c) On June 19, 2007, the City approved Ordinance No. 48-07, approving the Original Agreement and the Desert Creek Community Master Plan for development of the Land.

(d) Following the execution of the Original Agreement, MT. BALDY LIMITED PARTNERSHIP, LOREN AND SUZETTE TYLER, ANC IRREVOCABLE TRUST, TIMOTHY N. AND KRISTEN L. COWLEY, BOA SORTE LIMITED PARTNERSHIP, VIEL GLUCK LIMITED PARTNERSHIP, and BEN FATTO LIMITED PARTNERSHIP assigned, distributed, or otherwise transferred all of its interests and obligations in the Original Agreement as it pertained to the Land to SMT INVESTORS LIMITED PARTNERSHIP, TK COWLEY INVESTMENTS, LLLP, LS TYLER INVESTMENTS LLLP, MICHAEL T. COWLEY LIVING TRUST, FAR MAREL, L.L.C., ANC-MTC IRREVOCABLE TRUST, MT. OLYMPUS INVESTMENTS, L.L.C., NEAL MANAGEMENT, LLC, ANC-SCT IRREVOCABLE TRUST, ANC-TNC IRREVOCABLE TRUST, BEN FATTO, LLC, and VIEL GLUCK, LLC.

(e) Owner desires to modify the approved land uses to provide a more flexible framework of employment, commercial and residential uses north of the Yuma Road alignment within the boundaries of the master planned community and to enhance open space buffers and corridors along the western boundary adjacent to the Hassayampa River basin, all as set forth in Case No. PLZZ-23-00014.

(f) The City and Owner desire to enter into this Agreement pursuant to Ariz. Rev. Stat. § 9-500.05 and the Development Code to amend the Desert Creek Community Master Plan.

(g) On November 5, 2024, by Ordinance No. 24-24 (the "***Ordinance***"), the City approved this Agreement and the Desert Creek Community Master Plan Amendment No. 1 for the Land, as described in Case No. PLZZ-23-00014.

4. Agreement. In consideration of the premises above and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owner, intending to be legally bound, covenant and agree, for themselves, and their successors-in-ownership and assigns, as set forth in this Agreement.

5. Effect of Amendment. Except as otherwise expressly provided in this Agreement, the provisions of the Original Agreement are affirmed and ratified, and all terms and conditions remain in full force and effect and shall apply to the Land.

6. Amendment to the Desert Creek Community Master Plan. As adopted by the Ordinance and subject to the Conditions of Approval set forth therein, the master plan for the Land is hereby amended as described in Case No. PLZZ-23-00014.

7. Amendments to the Original Agreement. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Original Agreement. Whenever the term "Town" is used in the Original Agreement, as amended, it shall hereafter be replaced with the term "City."

(a) Section 3(a) of the Original Agreement is hereby revised, with deletions shown by strike-through and additions shown in capitalization, as follows:

Owner plans to develop a total of approximately 2232 acres of land, ~~945 acres of which are currently~~ located in the City of Buckeye, Arizona, (the "***Incorporated Property***") and ~~the remaining 1287 acres are currently located in Maricopa County, Arizona (the ***Unincorporated Property***"). The Incorporated Property and the Unincorporated Property are collectively referred to herein as the ("***Land***"). The Land is more particularly described in the Attached **Exhibit A** and depicted in the attached **Exhibit B**.~~

(b) Section 5(a) of the Original Agreement is hereby revised, with deletions shown by strike-through and additions shown in capitalization, as follows:

Owner has submitted and the City has approved the Master Plan pertaining to the Land for development of the Land. The Master Plan is consistent with the City's General Plan for the Land and the Area Plan for the Land. The Master Plan contains the information required by the Laws and Regulations (as defined in this Agreement). The Master Plan shall

constitute an amendment to the Area Plan to the extent the Area Plan is modified by the Master Plan. The Master Plan is hereby approved, but vested rights shall be established only with respect to uses and densities and intensities of uses as described below. The Owner expressly acknowledges and agrees that no other development rights are granted or vested under this Agreement with respect to the development of the Land. The Master Plan shall control if there is any inconsistency between it and the Area Plan. ~~Subject to the changes permitted by Sections 6 and 12, the Master Plan shall control as to any issues not covered by the Development Code or by any other Laws or Regulations. The differences between the Master Plan and the current Development Code set forth on **Exhibit C** hereto are hereby approved and the Master Plan shall control, subject to any later changes permitted by Sections 6 and 12 of this Agreement. Any difference between the Master Plan and the Development Code not set forth on **Exhibit C** is not approved and the Development Code shall control.~~ SUBJECT TO THE CHANGES PERMITTED BY SECTIONS 6 AND 12 OF THE ORIGINAL AGREEMENT, THE MASTER PLAN, TOGETHER WITH THE CONDITIONS OF APPROVAL SET FORTH ON THE ORDINANCE, INCORPORATED HEREIN BY REFERENCE, SHALL CONTROL AS TO ANY ISSUES NOT COVERED BY THE DEVELOPMENT CODE OR BY ANY OTHER LAWS OR REGULATIONS. This Agreement, AS AMENDED BY THIS FIRST AMENDMENT, shall control as to any inconsistency between the Master Plan and ~~this~~ THE Agreement, AS AMENDED BY THIS FIRST AMENDMENT. ~~This Agreement satisfies Section 7- 3-3 of the Town Development Code that requires that a Master Plan be adopted with a development agreement.~~

(c) Section 5(c) of the Original Agreement is hereby revised, with deletions shown by strike-through and additions shown in capitalization, as follows:

City shall permit and Owner shall have the right to develop the Land consistent with this Agreement AS AMENDED BY THIS FIRST AMENDMENT and the Master Plan, subject to: (i) the submission and approval of a more detailed plan for, (1) each phase of development, if phases are contemplated and required by the Master Plan, (2) each plat, and (3) each site plan, and (ii) compliance with the Laws and Regulations. Subject to the foregoing and the provisions of Sections 6 and 12 of this Agreement, the right to develop the Land in accordance with the uses and densities and intensities of uses provided in the Master Plan is hereby vested and shall not be materially changed, provided, however, the City reserves the right to modify, terminate or otherwise change the Master Plan including the right to develop in accordance with the uses, densities, intensities and other standards established by the Master Plan and terminate this Agreement, AS AMENDED, if material progress has not been made by the Owner or such other persons developing the Land in the construction of the elements of the public infrastructure required by the Master Plan (such as and primarily the elements relating to water, sewer and streets) within ~~ten (10)~~ FIVE (5) years or has not completed construction of at least 20% of the end product uses (such as houses, commercial buildings or golf course(s)) shown on the Master Plan within ~~fifteen (15)~~ TEN years, or has not built or caused to be built 95% of the end product uses shown on the Master Plan within ~~twenty (20)~~ FIFTEEN years. For purposes of this subsection, the term *"material progress"* shall mean the issuance of all governmental permits necessary for the construction of the elements of the public infrastructure required by the Master Plan and the

commencement of construction of the elements of the public infrastructure required by the Master Plan.

(d) Section 5(e) of the Original Agreement is hereby revised, with deletions shown by strike-through and additions shown in capitalization, as follows:

The City reserves the right to require dedications of part of the Land as contemplated by the entire Master Plan for open space and other public purposes as part of City's final development approvals in addition to those areas shown on the Master Plan. Owner has met with the ~~Liberty~~ PALO VERDE Elementary School District and the Buckeye Union High School District and HAS AGREED TO DONATE THREE 12-ACRE ELEMENTARY SCHOOL SITES, AND ONE 55-ACRE HIGH SCHOOL SITE TO THE DISTRICTS PRIOR TO REQUESTING FINAL APPROVAL OF ANY APPLICATION WITHIN THE LAND. ~~have entered into agreements with each district wherein Owner have agreed to donate three 12-acre elementary school sites, and one 55-acre high school site to the Districts.~~

(e) Section 10(a) of the Original Agreement is hereby revised, with deletions shown by strike-through, as follows:

Promptly after the City submits invoices to Owner, Owner shall pay the City's costs and expenses incurred in connection with: (i) ~~the negotiation and preparation of this Agreement by Fust Rosenfeld P.L.C., and (ii)~~ any suit, claim, legal challenge or referendum filed challenging this Agreement or any council action approving this Agreement, the Master Plan or other action relating to the development described in the Master Plan.

(f) Section 11(c)(i) of the Original Agreement is hereby revised, with deletions shown by strike-through and additions shown in capitalization, as follows:

Dedicate real property parcels of the Land (exclusive of streets and other publicly dedicated parts of the Land) for each police substation, police communication tower or equipment and fire station required by the Master Plan or by the City when reasonably requested by the City. Land dedicated for a police communication tower or communication equipment shall be not more than one acre of the Land, in a location determined by the City to be necessary for police system communications. Land dedicated for each fire station shall be: (1) located in such location as is necessary to meet established response times AND/OR THE CITY'S OBLIGATIONS PURSUANT TO ANY APPLICABLE MUTUAL AID COMPACTS, (2) be not less than two AND A HALF acres IF THE SITE HAS ACCESS TO OFFSITE DRAINAGE, OR NOT LESS THAN THREE ACRES IF THE SITE DOES NOT HAVE ACCESS TO OFFSITE DRAINAGE, (3) have minimum dimensions of ~~295~~ 330 feet by ~~295~~ 330 feet OR BE OF SUCH SHAPE AS DETERMINED BY THE City to be functional for a fire station, WITH AT LEAST ONE FULL SIDE OF UNOBSTRUCTED STREET FOOTAGE ~~with at least one street side unobstructed,~~ (4) not located within 100 feet of an intersection, (5) within one-quarter mile of a major arterial street, (6) on land with less than a 2% grade from apparatus bay to the street, and (7) not located on a major arterial in heavy traffic stretches.

(g) Section 16(a) of the Original Agreement is hereby revised, with deletions shown by strike-through and additions shown in capitalization, as follows:

City and Owner shall each designate a representative to act as a liaison between City and its various departments and Owner ("***Representatives***"). The Representatives shall be available at all reasonable times to assist with the performance of the parties under this Agreement. The initial representative for City ("***City Representative***") shall be the City Manager, and the initial representative for Owner ("***Owner's Representative***") shall be ~~Timothy Nyberg~~ Bruce Galloway. City Representative and Owner's Representative may be changed by the applicable party by giving notice to the other party of the name, title, address and telephone number of the replacement.

(i) Section 22 of the Original Agreement is hereby revised, with deletions shown by strike-through and additions shown in capitalization, as follows:

(j) Section 35 of the Original Agreement is deleted in its entirety and replaced as follows:

For purposes of this Agreement, all notices, requests, waivers, approvals, acceptances or other communications 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:

City:	City of Buckeye Attention: Dan Cotterman, 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
Owners:	DESERT CREEK MPC, LLC, BUCKEYE 1680, LLC, BUCKEYE HASSAYAMPA, LLC, SMT INVESTORS LIMITED PARTNERSHIP, TK COWLEY INVESTMENTS, LLLP, VIEL GLUCK, LLC, BEN FATTO, LLC, LS TYLER INVESTMENTS LLLP,

MICHAEL T. COWLEY LIVING TRUST,
FAR MAREL, L.L.C.,
ANC-MTC IRREVOCABLE TRUST,
MT. OLYMPUS INVESTMENTS, L.L.C.,
NEAL MANAGEMENT, LLC,
ANC-SCT IRREVOCABLE TRUST,
and ANC-TNC IRREVOCABLE TRUST.

Attn: Bruce Galloway

c/o Evergreen Investment Company
271 Winslow Way E., Suite 10727
Bainbridge Island, WA 98110
bruce@evergreeninvestco.com

With copy to:

SMT Investors Limited Partnership
Attn: Cynthia Y. McCoy, P.C.
1606 W. Flower Circle S.
Phoenix, AZ 85015
Cyn3@cox.net

With copy to:

Ben Fatto, LLC
Attn: Broc C. Hiatt
1223 S Clearview Ave., Suite 103
Mesa, AZ 85209
bhiatt@cardonhiatt.com

(k) Exhibit B of the Original Agreement is hereby deleted in its entirety and replaced with "This page intentionally left blank."

(l) Exhibit C of the Original Agreement is hereby deleted in its entirety and replaced with "This page intentionally left blank."

8. Waiver. Owner, on behalf of itself and all other parties having an interest in the Land intends to encumber the Land with the following agreements and waivers. 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 A.R.S. §§ 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.

9. Indemnification. Owner and its successors and/or assigns, shall indemnify, defend and hold harmless the City and each council member, officer, employee, or agent thereof ("Indemnified Parties") for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including attorneys' fees and costs) 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 any provisions of the Agreement, as amended. An Indemnified Party shall, promptly after the receipt of written notice of a Claim against such Indemnified Party in respect of which indemnification may be sought against Owner, notify Owner of such Claim, provided that the failure of the Indemnified Party to give notice of such Claim shall not relieve Owner from its obligations under this Paragraph 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. Upon receipt of notice of a Claim, Owner shall promptly assume the defense thereof, with counsel satisfactory to such Indemnified Party. 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 Paragraph 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 notice from the Indemnified Party, 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 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 notice of a 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 assurances 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 claim.

10. Counterparts. For convenience, this Agreement may be executed in one or more counterparts and each executed counterpart shall, for all purposes, be deemed an original and shall have the same force and effect as an original, but all of which together shall constitute in the aggregate but one and the same instrument.

11. Recording. The City shall record this Agreement in the Office of the Maricopa County recorder within ten (10) days of final approval and execution thereof.

12. Authority. Owner, including the individual signing for Owner, warrants that it has the right to enter into this Agreement and the requisite authority to bind itself and encumber the Land.

13. 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.

14. Conflicts of Interest. This Agreement is subject to cancellation pursuant to Arizona Revised Statutes Section 38-511.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the effective date.

[Signatures on following pages]

CITY:

CITY OF BUCKEYE, ARIZONA, 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, the foregoing Agreement was acknowledged before me by Eric W. Orsborn, Mayor of the City of Buckeye, a municipal corporation, for the purposes set forth herein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal and Expiration Date)

_____
Notary Public in and for the State of Arizona

OWNER:

DESERT CREEK MPC, LLC, an Arizona limited liability company

By: _____
Bruce Galloway

STATE OF ~~ARIZONA~~ WASHINGTON
COUNTY OF ~~MARICOPA~~ KITSAP

On this 19th day of September, 2024, before me personally appeared Bruce Galloway whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be and authorized to sign on behalf of Desert Creek MPC, LLC, an Arizona limited liability company, and acknowledged that he signed the above document on behalf of the company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal and Expiration Date)

Elizabeth A Robie
Notary Public
State of Washington
My Appointment Expires 10/8/2025
Commission Number 21034077

_____
Notary Public in and for the State of ~~Arizona~~ Washington

OWNER:

BUCKEYE 1680, LLC, an Arizona limited liability company

By:_____
Bruce Galloway

STATE OF ~~ARIZONA~~ WASHINGTON
COUNTY OF ~~MARICOPA~~ KITSAP

On this 10th day of September, 2024, before me personally appeared Bruce Galloway whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be and authorized to sign on behalf of Buckeye 1680, LLC, an Arizona limited liability company, and acknowledged that he signed the above document on behalf of the company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal and Expiration Date)

Elizabeth A Robie
Notary Public
State of Washington
My Appointment Expires 10/8/2025
Commission Number 21034077

_____
Notary Public in and for the State of ~~Arizona~~ Washington

OWNER:

BUCKEYE HASSAYAMPA, LLC, an Arizona limited liability company

By: _____
Bruce Galloway

STATE OF ~~ARIZONA~~ WASHINGTON
COUNTY OF ~~MARICOPA~~ KITSAP

On this 19th day of September, 2024, before me personally appeared Bruce Galloway whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be and authorized to sign on behalf of Buckeye Hassayampa, LLC, an Arizona limited liability company, and acknowledged that he signed the above document on behalf of the company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal and Expiration Date)

Elizabeth A Robie
Notary Public
State of Washington
My Appointment Expires 10/8/2025
Commission Number 21034077

_____
Notary Public in and for the State of ~~Arizona~~ Washington

OWNER:

SMT INVESTORS LIMITED PARTNERSHIP, an Arizona limited partnership

By: CCT INVESTORS, LLC, an Arizona limited liability company
its General Partner

By: Cowley Companies, Inc., an Arizona corporation
Its Manager

By:_____
Michael T. Cowley, President

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 20th day of September, 2024, before me personally appeared Mike Cowley whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be and authorized to sign on behalf of SMT Investors Limited Partnership, an Arizona limited partnership, and acknowledged that he signed the above document on behalf of the company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal and Expiration Date)

RORY BLAKEMORE
Notary Public
Maricopa County, Arizona
My Comm. Expires 03/16/2025
Commission No. 600035

_____
Notary Public in and for the State of Arizona

OWNER:

TK COWLEY INVESTMENTS, LLLP, an Arizona limited liability limited partnership

By:_____
Monson Cowley, General Partner

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 20th day of September, 2024, before me personally appeared Monson Cowley whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be and signed the above document.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal and Expiration Date)

RORY BLAKEMORE
Notary Public
Maricopa County, Arizona
My Comm. Expires 03/16/2025
Commission No. 600035

_____
Notary Public in and for the State of Arizona

OWNER:

VIEL GLUCK LLC, an Arizona limited liability company

By: CB Vineyard Group, LLC, an Arizona limited liability company
Its: Manager

By: _____
Brent A. Bowden

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 10th day of September, 2024, before me personally appeared Brent A. Bowden whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be and authorized to sign on behalf of Viel Gluck LLC, an Arizona limited liability company, and acknowledged that he signed the above document on behalf of the company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal and Expiration Date)

TERRI NEWMAN
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 650706
Expires July 18, 2027

_____
Notary Public in and for the State of Arizona

OWNER:

BEN FATTO, LLC, an Arizona limited liability company

By: CH Vineyard Group, LLC an Arizona limited liability company
Its Manager

By: Cardon Hiatt Investments, LLC an Arizona limited liability company
Its Manager

By: _____
Broc C. Hiatt, Manager

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 10 day of September, 2024, before me personally appeared Broc Hiatt whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be and signed the above document.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal and Expiration Date)

TERRI NEWMAN
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 650706
Expires July 18, 2027

_____
Notary Public in and for the State of Arizona

OWNER:

LS TYLER INVESTMENTS LLLP, an Arizona limited liability limited partnership

By: _____
Suzette C. Tyler, General Partner

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 20th day of September, 2024, before me personally appeared Suzette C. Tyler whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be and signed the above document.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal and Expiration Date)

RORY BLAKEMORE
Notary Public
Maricopa County, Arizona
My Comm. Expires 03/16/2025
Commission No. 600035

_____
Notary Public in and for the State of Arizona

OWNER:

Michael T. Cowley, Trustee of the MICHAEL T. COWLEY LIVING TRUST, Dated January 3, 2024

By:_____
Michael T. Cowley

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 20th day of September, 2024, before me personally appeared Michael T. Cowley whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be and authorized to sign on behalf of MICHAEL T. COWLEY LIVING TRUST, and acknowledged that he signed the above document on behalf of the company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal and Expiration Date)

RORY BLAKEMORE
Notary Public
Maricopa County, Arizona
My Comm. Expires 03/16/2025
Commission No. 600035

_____
Notary Public in and for the State of Arizona

OWNER:

FAR MAREL, L.L.C., an Arizona limited liability company

By: _____
Brent A. Bowden, Manager

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 10th day of September 2024, before me personally appeared Brent A. Bowden, Manager whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be and authorized to sign on behalf of FAR MAREL, L.L.C., an Arizona limited liability company, and acknowledged that he signed the above document on behalf of the company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal and Expiration Date)

TERRI NEWMAN
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 650706
Expires July 18, 2027

_____
Notary Public in and for the State of Arizona

OWNER:

Michael T. Cowley, Trustee of the ANC-MTC IRREVOCABLE TRUST, Dated November 15, 2022

By:_____
Michael T. Cowley

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 20th day of September, 2024, before me personally appeared Michael T. Cowley whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be and authorized to sign on behalf of ANC-MTC IRREVOCABLE TRUST, and acknowledged that he signed the above document on behalf of the company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal and Expiration Date)

RORY BLAKEMORE
Notary Public
Maricopa County, Arizona
My Comm. Expires 03/16/2025
Commission No. 600035

_____
Notary Public in and for the State of Arizona

OWNER:

MT. OLYMPUS INVESTMENTS, L.L.C., an Arizona limited liability company

By:_____
Broc C. Hiatt, Manager

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 10 day of September, 2024, before me personally appeared Broc C. Hiatt whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be and authorized to sign on behalf of MT. OLYMPUS INVESTMENTS, L.L.C., an Arizona limited liability company, and acknowledged that he signed the above document on behalf of the company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal and Expiration Date)

TERRI NEWMAN
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 650706
Expires July 18, 2027

_____
Notary Public in and for the State of Arizona

OWNER:

NEAL MANAGEMENT, LLC, an Arizona limited liability company

By: _____
Kirk Neal, Manager

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 20th day of September, 2024, before me personally appeared Kirk Neal, Manager whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be and authorized to sign on behalf of NEAL MANAGEMENT, LLC, an Arizona limited liability company, and acknowledged that he signed the above document on behalf of the company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal and Expiration Date)

ELAINE RICHARDS
Notary Public, State of Arizona
Maricopa County
Commission # 661336
My Commission Expires
February 05, 2028

_____
Notary Public in and for the State of Arizona

OWNER:

Suzette C. Tyler, Trustee of the
ANC-SCT IRREVOCABLE TRUST
Dated November 15, 2022

By:_____
Suzette C. Tyler

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 20th day of September, 2024, before me personally appeared Suzette C. Tyler whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be and authorized to sign on behalf of ANC-SCT IRREVOCABLE TRUST, and acknowledged that he signed the above document on behalf of the company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal and Expiration Date)

RORY BLAKEMORE
Notary Public
Maricopa County, Arizona
My Comm. Expires 03/16/2025
Commission No. 600035

_____
Notary Public in and for the State of Arizona

OWNER:

Timothy N. Cowley, Trustee of the ANC-TNC IRREVOCABLE TRUST, Dated November 15, 2022

By: _____
Timothy N. Cowley

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 20th day of September, 2024, before me personally appeared Timothy N. Cowley, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be and authorized to sign on behalf of ANC-TNC IRREVOCABLE TRUST, and acknowledged that he signed the above document on behalf of the company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal and Expiration Date)

RORY BLAKEMORE
Notary Public
Maricopa County, Arizona
My Comm. Expires 03/16/2025
Commission No. 600035

_____
Notary Public in and for the State of Arizona

EXHIBIT A

[Legal Description]

THE LAND REFERRED TO HEREIN BELOW IS SITUATED BUCKEYE, IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (APN No. 504-14-344C & portion of 504-14-344D)

A portion of the South half of Section 2, and the Northwest quarter of Section 11, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at the GLO brass cap marking the Southwest corner of said Section 2, and also the Northwest corner of said Section 11 from which the GLO brass cap marking the West quarter corner of said Section 2 bears North 00 degrees 00 minutes 00 seconds West 2640.80 feet, said line being the West line of the Southwest quarter of said Section 2, and the basis of the bearings in this description;

THENCE North 00 degrees 00 minutes 00 seconds West along said West line 1554.75 feet to an ADOT aluminum cap on the South right of way line of Interstate 10;
THENCE South 74 degrees 47 minutes 01 second East along said Southerly right of way line 1216.98 feet to an ADOT aluminum cap;

THENCE South 74 degrees 47 minutes 39 seconds East continuing along said right of way line 2887.07 feet to the East line of the West half of the Southeast quarter of said Section 2 from which an ADOT aluminum cap on the East line of said Southeast quarter bears South 74 degrees 47 minutes 39 seconds East 1365.66 feet;

THENCE South 00 degrees 12 minutes 19 seconds West along said East line 480.76 feet to a point in the South line of said Southeast quarter from which the GLO brass cap marking the Southeast corner of said Section 2 bears South 89 degrees 57 minutes 41 seconds East 1319.53 feet;
THENCE North 89 degrees 57 minutes 41 seconds West along the South line of said Section 2, a distance of 1979.29 feet to the Northeast corner of the West half of the East half of the Northwest quarter of said Section 11;

THENCE South 00 degrees 04 minutes 53 seconds West along the East line of said West half 2642.30 feet to a point on the South line of said Northwest quarter from which a 3/4

inch iron pipe marking the center of said Section 2 bears South 89 degrees 57 minutes 13 seconds East 660.03 feet;

THENCE North 89 degrees 57 minutes 13 seconds West along said South line 1980.08 feet to the GLO brass cap marking the West quarter corner of said Section 11;
THENCE North 00 degrees 05 minutes 54 seconds East along the West line of said Northwest quarter 2642.03 feet to the POINT OF BEGINNING;

EXCEPT all mineral deposits and rights as reserved by the State of Arizona in Deed recorded in Docket 173, page 593, records of Maricopa County, Arizona; and EXCEPT all minerals, oil, gas and geothermal resources as reserved unto the State of Arizona in the patent to said land.

PARCEL NO. 2: (portion of APN No. 504-14-344D)

A portion of the South half of Section 2, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows;

COMMENCING at the GLO brass cap marking the Southwest corner of said Section 2, from which the GLO brass cap marking the West quarter corner of said Section 2 bears North 00 degrees 00 minutes 00 seconds West 2640.80 feet, said line being the West line of the Southwest quarter of said Section 2 and the basis of bearing in this description;

THENCE North 00 degrees 00 minutes 00 seconds West along said West line 1873.94 feet to an ADOT aluminum cap in the Northerly right of way line of Interstate 10 and the POINT OF BEGINNING;

THENCE continuing North 00 degrees 00 minutes 00 seconds West along said West line 766.86 feet to the GLO brass cap marking the West quarter corner of said Section 2;

THENCE North 89 degrees 59 minutes 03 seconds East along the East-West midsection line of said Section 2, a distance of 3968.06 feet to the East line of the West half of the Southeast quarter of said Section 2;

THENCE South 00 degrees 12 minutes 19 seconds West along said East line of 1844.94 feet to an ADOT aluminum cap on the Northerly right of way of Interstate 10;
THENCE North 74 degrees 47 minutes 39 seconds West along said Northerly right of way line 2804.51 feet to an ADOT aluminum cap on the Northerly right of way of Interstate 10;
THENCE North 74 degrees 47 minutes 01 second West continuing along said Northerly right of way line 1300.73 feet to the POINT OF BEGINNING;

EXCEPT all mineral deposits and rights reserved by the State of Arizona in Deed recorded in Docket 173, page 593, records of Maricopa County, Arizona;

and EXCEPT all minerals, oil, gas and geothermal resources as reserved unto the State of Arizona in the patent to said land.

PARCEL NO. 3: (APN No. 504-11-027B)

Lots 1 and 2, and the South half of the Northeast quarter, and the Southeast quarter of Section 3, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT that portion lying North of the Ehrenburg-Phoenix Highway; and EXCEPT any portion lying within the Ehrenburg-Phoenix Highway right-of-way; and also EXCEPT all minerals, oil, gas and geothermal resources as reserved in the Patent from the United States of America.

PARCEL NO. 4: (APN No. 504-13-014)

The Northeast quarter of Section 10, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all minerals, oil, gas and geothermal resources as reserved unto the State of Arizona in the patent to said land.

PARCEL NO. 5: (APN No. 504-13-016A)

The Southeast quarter of the Southeast quarter of Section 10, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all minerals, oil, gas and geothermal resources as reserved unto the State of Arizona in the patent to said land.

PARCEL NO. 6: (APN No. 504-13-016B)

The Northeast quarter of the Southeast quarter AND the West half of the Southeast quarter of Section 10, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all minerals, oil, gas and geothermal resources as reserved unto the State of Arizona in the patent to said land.

PARCEL NO. 7: (APN No. 504-14-345C & 504-14-345E)

The Southwest quarter of Section 11, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all minerals, oil, gas and geothermal resources as reserved in the Patent from the United States of America.

PARCEL NO. 8: (APN No. 504-31-020D, 504-31-020F, 504-31-020G & 504-31-020H)

Being a portion of the Southwest quarter of Section 14, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at the Southwest corner of said Section 14;

THENCE North 00 degrees 03 minutes 20 seconds East along the West line of said Southwest quarter 1977.83 feet;

THENCE South 89 degrees 58 minutes 54 seconds East parallel with the South line of said Southwest quarter 2636.72 feet to the East line of said Southwest quarter;

THENCE South 00 degrees 18 minutes 02 seconds East along said East line 1977.86 feet to the South quarter corner of said Section 14;

THENCE North 89 degrees 58 minutes 54 seconds West along the South line of said Southwest quarter 2649.04 feet to the POINT OF BEGINNING;

EXCEPT all coal and minerals whatsoever as reserved in Deed recorded in Recording No. 85-0411087, records of Maricopa County, Arizona.

PARCEL NO. 9: (APN No. 504-31-019B, 504-31-020J & 504-31-020L)

Being a portion of the West half of Section 14, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a GLO brass cap marking the Southwest corner of said Section 14 from which a GLO brass cap marking the West quarter corner of said Section 14 bears North 00 degrees 03 minutes 20 seconds East 2641.44 feet, said line being the basis of bearings for this description;

THENCE North 00 degrees 03 minutes 20 seconds East along the West line of said Southwest quarter, a distance of 1977.83 feet to the POINT OF BEGINNING;

THENCE North 00 degrees 03 minutes 20 seconds East continuing along said West line 663.61 feet to said West quarter corner;

THENCE North 00 degrees 24 minutes 07 seconds West along the West line of the Northwest quarter of said Section 14, a distance of 990.19 feet;

THENCE South 89 degrees 58 minutes 54 seconds East parallel with the South line of said West half 2634.38 feet to the East line of said West half;

THENCE South 00 degrees 18 minutes 02 seconds East along said East line 1653.80 feet;

THENCE North 89 degrees 58 minutes 54 seconds West parallel with South line of said West half 2636.75 feet to the POINT OF BEGINNING;

EXCEPT all coal and minerals whatsoever as reserved in Deed recorded in Recording No. 85-0411087, records of Maricopa County, Arizona.

PARCEL NO. 10: (APN No. 504-31-019C, 504-31-020K & 504-31-020M)

The East half of the West half of Section 14, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; AND

The West half of the West half of Section 14, Township 1 North, Range 5 west of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the following described parcel:

Being a portion of the West half of Section 14, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a GLO brass cap marking the Southwest corner of said Section 14 from which a GLO brass cap marking the West quarter corner of said Section 14 bears North 00 degrees 03 minutes 20 seconds East 2641.44 feet, said line being the basis of bearings for this description;

THENCE North 00 degrees 03 minutes 20 seconds East along the West line of said Southwest quarter, a distance of 1977.83 feet;

THENCE North 00 degrees 03 minutes 20 seconds East continuing along said West line 663.61 feet to said West quarter corner;

THENCE North 00 degrees 24 minutes 07 seconds West along the West line of the Northwest quarter of said section 14, a distance of 990.19 feet;

THENCE South 89 degrees 58 minutes 54 seconds East parallel with the South line of said West half 2634.38 feet to the East line of said West half;
THENCE South 00 degrees 18 minutes 02 seconds East along said East line 3634.66 feet to the South quarter corner of said Section 14;

THENCE North 89 degrees 58 minutes 54 seconds West along the South line of said West half 2649.04 feet to the POINT OF BEGINNING;

EXCEPT all coal and minerals whatsoever as reserved in Deed recorded in Recording No. 85-0411087, records of Maricopa County, Arizona.

PARCEL NO. 11: (APN No. 504-31-018)

The East half of the East half of Section 14, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all coal and minerals whatsoever as reserved in Deed recorded in Recording No. 85-0411087, records of Maricopa County, Arizona.

PARCEL NO. 12: (APN No. 504-13-017D)

The Northeast quarter of the Northeast quarter of Section 15, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 13: (APN No. 504-13-017C)

The Southeast quarter of the Northeast quarter of Section 15, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 14: (APN No. 504-13-017B)

The Northeast quarter of the Southeast quarter of Section 15, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 15: (APN No. 504-13-006 & 504-13-007)

The Southeast quarter of the Southeast quarter of Section 15, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 16: (APN No. 504-32-010E)

The North half of the Northeast quarter of the Northeast quarter of Section 22, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 17: (APN No. 504-32-010F)

The Northeast quarter of the Northeast quarter of Section 22, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; EXCEPT the Southwest 1/8 of the Northeast quarter of the Northeast quarter of Section 22, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

AND EXCEPT the North half of the Northeast quarter of the Northeast quarter of Section 22, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 18: (504-31-010D, 504-31-010C)

The Northwest quarter of the Northwest quarter of Section 23, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 19: (504-31-010F)

The Southwest quarter of the Northwest quarter of Section 23, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 20: (504-36-097A)

That portion of the South half of Section 23 and the North half of Section 26, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the Northeast corner of said Section 26;

THENCE South 89° 54' 27" West along the North line of said Section 26, a distance of 1320.98 feet to the Northeast corner of the West half of the Northeast quarter of said Section 26, and the POINT OF BEGINNING;

THENCE South 00° 09' 08" East along the East line of the West half of the Northeast quarter of said Section 26, a distance of 1978.61 feet to the Southeast corner of the North half of the Southwest quarter of the Northeast quarter of said Section 26;

THENCE South 89° 54' 30" West along the South line of the North half of the Southwest quarter of the Northeast quarter of said Section 26, a distance of 660.88 feel to the Northeast corner of the Southwest quarter of the Southwest quarter of the Northeast quarter of said Section 26;

THENCE South 00° 08' 28" East along the East line of the Southwest quarter of the Southwest quarter of the Northeast quarter of said Section 26, a distance of 329.77 feet to the Southeast corner of the North half of the Southwest quarter of the Southwest quarter of the Northeast quarter of said Section 26;

THENCE South 89° 54' 30" West along the South line of the North half of the Southwest quarter of the Southwest quarter of the Northeast quarter of said Section 26, a distance of 660.94 feet to the North-South mid-section line of said Section 26;

THENCE North 00° 07' 47" West along the North-South mid-section line of said Section 26, a distance of 2308.35 feet to the North quarter corner of said Section 26, also being the South quarter corner of said Section 23;

THENCE South 89° 54' 27" West along the South line of the West half of said Section 23. a distance of 1320.98 feet to the Southwest corner of the East half of the West half of said Section 23;

THENCE North 00° 00' 09" East along the West line of the East half of the West half of said Section 23, a distance of 576.76 feet;

THENCE North 89° 54' 27" East 2641.39 feet to the East line of the West half of the Southeast quarter of said Section 23;

THENCE South 00" 03' 15" East along the East line of the West half of the Southeast quarter of said Section 23, a distance of 576 76 feet to the POINT OF BEGINNING;

EXCEPT all minerals and all oil, gas and geothermal resources as reserved in Patent from United States of America, and EXCEPT all coal and minerals as reserved in Deed recorded in Document No 85-411087, records of Maricopa County. Arizona.

PARCEL NO. 21:

An easement for ingress and egress over those portions of Sections 14 and 23, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

The East 30.00 feet of said Section 14; and

The Hast 30.00 feet of the Northeast quarter of said Section 23; and

The South 30.00 feet of the East half of the Northeast quarter of said Section 23, and

The East 30.00 feet of the South 30 00 feet of the West half of the Northeast quarter of said Section 23, and The East 30 00 feet of the West half of the Southeast quarter of said Section 23;

EXCEPT any portion lying within the South 576.76 feet of said Section 23

PARCEL NO. 22: (504-31-011D)

The Northwest quarter of the Southwest quarter of Section 23, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 23: (504-31-023H, 504-31-023G portion, 504-31-023K, 504-31-023F, 504-31-023E)
The Northeast quarter; the East half of the West half; and the West half of the Southeast quarter of Section 23, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPTING therefrom the following described property:

That portion of the North half of Section 23, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the East quarter corner of said Section 23 from which the Northeast corner of said Section 23 bears North 00 degrees 07 minutes 56 seconds West, 2641.46 feet (basis of bearings);

THENCE North 00 degrees 07 minutes 56 seconds West, along the East line of said Section 23, a distance of 823.26 feet to the North line of the South 823.25 feet of the North half of said Section 23 and the POINT OF BEGINNING;

THENCE South 89 degrees 54 minutes 36 seconds West along said North line, 3954.01 feet to the West line of the East half of the West half of said Section 23;

THENCE North 00 degrees 00 minutes 09 seconds East, along said West line, 1813.91 feet to the Northwest corner of the East half of the West half said Section 23;

THENCE South 89 degrees 58 minutes 54 seconds East, along the North line of the Northwest quarter of said Section 23, a distance of 1324.52 to the North quarter corner of said Section 23;

THENCE North 89 degrees 45 minutes 45 seconds East, along the North line of the Northeast quarter of said Section 23, a distance of 2625.23 feet to the Northeast corner of said Section 23;

THENCE South 00 degrees 07 minutes 56 seconds East, along the East line of said Section 23, a distance of 1818.20 feet to the POINT OF BEGINNING;

EXCEPT all minerals, oil, gases and geothermal resources reserved in the Patent from the United States of America; and

EXCEPT all coal and minerals whatsoever as reserved in Deed recorded in Document No, 85-411087, records of Maricopa County, Arizona.

PARCEL NO. 24: (504-31-023G portion)

That portion of the North half of Section 23, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:
COMMENCING at the East quarter corner of said Section 23 from which the Northeast corner of said Section 23 bears North 00 degrees 07 minutes 56 seconds West, 2641.46 feet (basis of bearings);
THENCE North 00 degrees 07 minutes 56 seconds West, along the East line of said Section 23, a distance of 823.26 feet to the North line of the South 823.25 feet of the North half of said Section 23 and the POINT OF BEGINNING;

THENCE South 89 degrees 54 minutes 36 seconds West along said North line, 3954.01 feet to the West line of the East half of the West half of said Section 23;

THENCE North 00 degrees 00 minutes 09 seconds East, along said West line, 1813.91 feet to the Northwest corner of the East half of the West half said Section 23;

THENCE South 89 degrees 58 minutes 54 seconds East, along the North line of the Northwest quarter of said Section 23, a distance of 1324.52 to the North quarter corner of said Section 23;

THENCE North 89 degrees 45 minutes 45 seconds East, along the North line of the Northeast quarter of said Section 23, a distance of 2625.23 feet to the Northeast corner of said Section 23;

THENCE South 00 degrees 07 minutes 56 seconds East, along the East line of said Section 23, a distance of 1818.20 feet to the POINT OF BEGINNING;

EXCEPT all minerals, oil, gases and geothermal resources reserved in the Patent from the United States of America; and

EXCEPT all coal and minerals whatsoever as reserved in Deed recorded in Document No, 85-411087, records of Maricopa County, Arizona.

PARCEL NO. 25: (504-36-010 Portion)

The Northeast quarter of the Northwest quarter; and the East half of the Northeast of the Northeast of the Northwest of the Northwest of Section 26, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXHIBIT B

[Property Depiction]

