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
OCTOBER 1, 2024
AGENDA

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

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

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

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

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

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

3. Awards/Presentations/Proclamations

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

***4.A** Council to take action on 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.
Summary: Legend Technical Services of Arizona is a third-party, accredited laboratory that is regularly contracted with the City to perform testing on mandatory samples pulled from the City's many water supply sources. This function is completed regularly and is required to ensure and protect public health and safety through clean and safe water.
Staff Liaison: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6102

***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.
Summary: City staff wish to exchange 222 gallons per minute (GPM) of its water capacity within the North Airport water system for 6.5 acres of RDP Land, LLC's real property to expand the North Airport Road Water Campus (NARWC). The fair market value of the 6.5 acres of real property to be exchanged is $1,415,700, and the value of the 222 GPM of water capacity to be exchanged is $1,410,938.76 (a difference of $4,761.24).
Staff Liaison: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6102

***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.
Summary: This amendment amends the City Code, Section 2-2-2 (A) to modify the date the City Council shall elect a Vice Mayor from the first regular meeting in January to the first regular meeting in December, or another date if deemed appropriate by City Council.
Staff Liaison: Lucinda Aja, City Clerk, laja@buckeyeaz.gov, (623) 349-6911

***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.
Summary: The City of Buckeye desires to obtain professional services related to Management Network & Server Technical Support, On-Call Information Technology (IT) Design, Program/Project Support, and Installation Services. The services provided by the Consultant under this agreement shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions. The total amount to be paid under this agreement shall not exceed $900,000 annually.
Staff Liaison: Greg Platacz, Information Technology Director, gplatacz@buckeyeaz.gov, (623) 349-6560

***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.
Summary: As part of its development of land, generally located at the Southeast corner of South Apache Road and West Southern Avenue, Buckeye 77 Owner, L.L.C. is required to construct certain median landscape and irrigation public improvements (Off-Site Improvements). As part of an unrelated City Arterial Gateway Project, the City of Buckeye anticipates work will be performed not long after the Developer completes Off-Site Improvements, that may damage or remove

some or all of the required Off-Site Improvements. The parties have agreed that rather than the Developer immediately performing the Off-Site Improvements, the Developer may make an In-Lieu Payment to the City in the amount of $33,690.00, to be held by the City until such time as the funds are used to complete the Off-Site Improvements. The Public Improvements In-Lieu Payment Agreement memorializes the terms and conditions related to the payment.
Staff Liaison: Ron Moll, City Engineer, rmoll@buckeyeaz.gov, (623) 986-8442

***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.
Summary: The applicant has requested approval of a final plat of Verrado Victory District Phase 10A (PLZV-23-00002), consisting of 150 single-family lots on approximately 51 acres generally located east of Verrado Way and north of hole 8 and Victory Phases 7 and 8 within the Verrado Victory District. Approval of the requested final plat would enable the applicant to develop additional single-family housing in the Verrado Victory District. This final plat is requested by David Nilsen of Verrado ARC, LLC.
Staff Liaison: Sean Banda, Senior Planner, sbanda@buckeyeaz.gov, (623) 349-6215

***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.
Summary: Council to take action on a Map of Dedication (MOD) to dedicate additional right-of-way along a section of 212th Lane north of Highlands Park Drive, within the Verrado Highlands District. This dedication will result in additional right-of-way to create access for new lots in the Verrado Highlands District.
Staff Liaison: Sean Banda, Senior Planner, sbanda@buckeyeaz.gov, (623) 349-6215

***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.
Summary: Council to take action on a Replat located north of Highlands Park Drive and on 212th Lane, within the Verrado Highlands District. This replat will create additional right-of-way and three additional single-family lots in the Verrado Highlands District.
Staff Liaison: Sean Banda, Senior Planner, sbanda@buckeyeaz.gov, (623) 349-6215

***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.
Summary: The $599,440 grant application request supports a three-year project that engages local youth to plant 100 36-gallon trees and 100 shrubs in the Downtown Buckeye community for the betterment of the Communities, as well as educating youth in the community to be environmental stewards. Local youth will gain hands-on experience and learn proper tree-planting techniques. The request also partially funds one current City of Buckeye Landscape Foreman for $15,952.83 and two part-time contracted personnel over three years.
Staff Liaison: Rob Roach, Grant Program Administrator, rroach@buckeyeaz.gov, (623) 349-6165

***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.

Summary: The City of Buckeye has applied for and has been awarded $4,645 toward the estimated $9,290, of which the remaining $4,645 will be required as a matching contribution by the City to be used to purchase essential library-related furniture.
Staff Liaison: Rob Roach, Grant Program Manager, rroach@buckeyeaz.gov, (623) 349-6165

***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.
Summary: The City of Buckeye Public Works Department (BPW) needs two new PM-10 Certified Street Sweepers to ensure Buckeye's streets are free of debris that may be harmful to the environment and humans. 'PM-10' is Particulate Matter of 10 micrometers or smaller. BPW seeks to replace one of its current street sweepers that is reaching the end of its useful life, as well as expand its current street sweeping service area as more streets have been added to the City's portfolio. The street sweepers will service arterial, collector, and residential roadways. The grant request is for $698,976 with a required City match of $67,389. The total cost is $766,365.
Staff Liaison: Rob Roach, Grant Program Manager, rroach@buckeyeaz.gov, (623) 349-6165

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

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

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

8. Proposals for Future Agenda Items
The Mayor 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.

9. Adjournment

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 10/01/24	**AGENDA ITEM:** 4.A. WR-Legend Technical Services of Arizona, Inc., Cooperative Contract Purchase Addendum Contract No. 2025069
DATE PREPARED: 09/26/24	**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 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.

SUMMARY

PROJECT DESCRIPTION:
Water Resources is requesting approval of CCPA No. 2025069 to allow accredited laboratory testing of the City's many water samples. The Safe Water Drinking Act (SWDA) requires water systems to meet health-based standards for contaminants, and to perform "regular routine mentoring and reporting." To remain in compliance with this requirement, and to ensure a safe and healthy water supply, the City must pull "regular and routine" samples from its many water sources. These samples must then be sent to Legend Technical Services of Arizona, a third-party, accredited laboratory, for testing and reporting. The total amount of this contract for FY 2025 is not to exceed $280,000.

BENEFITS:
Maintain the quality of the City's water supply and stay in compliance with the Safe Water Drinking Act.

FUTURE ACTION:
None.

CURRENT FISCAL YEAR TOTAL COST:
$280,000

Wastewater (40013227-520049) $150,000

Water (40003227-520049) $130,000

BUDGETED:
Yes

FISCAL YEAR:
FY25

FUND/DEPARTMENT:
40013227-520049 ($150,000); 40003227-520049 ($130,000)

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

ATTACHMENTS:

Contract No. 2025069- Legend Technical Services.pdf

COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)
BETWEEN THE CITY OF BUCKEYE
AND
LEGEND TECHNICAL SERVICES OF ARIZONA, INC.

WATER, WASTEWATER, AND HAZARDOUS WASTE LABORATORY SERVICES
CONTRACT NO. 2025069

THIS COOPERATIVE CONTRACT PURCHASE ADDENDUM (this "Addendum") is entered into as of _____between the City of Buckeye, an Arizona municipal corporation (the "City"), and Legend Technical Services of Arizona, Inc., an Arizona corporation (the "Contractor").

WHEREAS, after a competitive procurement process, which is documented in the Award attached hereto as **Exhibit A** and incorporated herein by reference, City of Mesa Contract entered into Contract No. 2021181, dated November 16, 2021 with the Contractor (such contract and subsequent amendments thereto here referred to as the ", City of Mesa Contract"); the , City of Mesa Contract 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 A** 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 City of Mesa Contract, by issuing this Addendum to said contract.

THEREFORE, the City now enters into this Addendum with the Contractor for the goods and services set forth in the Proposal. This Addendum incorporates the terms and conditions of the City of Mesa Contract, save that references therein to City of Mesa shall be read to refer to the City of Buckeye. This Addendum shall be effective as of the date set forth below for approval and remain in effect for the remainder of the Contract's term unless such term is modified or extended pursuant to the terms of the City of Mesa Contract. Payments to the Contractor shall be calculated in accordance with the Proposal, which is attached hereto as part of Exhibit A, in a total amount not to exceed $280,000.00.

FURTHER, this Addendum is subject to cancellation pursuant to ARS §38-511.

FURTHER, to the extent applicable, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Addendum and may result in the termination of this Addendum by the City. The City retains the

right to inspect the papers of the Contractor's or its subcontractors' employees who perform any work or services pursuant to this Addendum to ensure compliance with these warranties.

FURTHER, to the extent applicable, the Contractor warrants that it is not participating and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.

FURTHER, to the extent applicable under 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 and **Exhibit A**, 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.

CITY	**CONTRACTOR**
THE CITY OF BUCKEYE, an Arizona Municipal corporation	Legend Technical Services of Arizona, Inc., an Arizona corporation
_____ Dan Cotterman, City Manager	By: Marci Payne Its: Sales & Marketing Director

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
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2025069

[City of Mesa Contract]

See following page(s).

AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA AGREEMENT NUMBER 2021181
WATER, WASTEWATER, AND HAZARDOUS WASTE LABORATORY SERVICES

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 450
	Mesa, AZ 85201
Attention	Ted Stallings Procurement Officer II
E-Mail	Ted.stallings@mesaAZ.gov
Phone	(480) 644-2815

With a copy to: City of Mesa – Water Resources
Attn: Greg Flynn, Sr. Fiscal Analyst
P.O. Box 1466
Mesa, AZ 85211-1466
Greg.Flynn@MesaAZ.gov

AND

LEGEND TECHNICAL SERVICES OF ARIZONA, INC. ("Contractor")

Mailing Address	17631 N. 25th Ave
	Phoenix, AZ 85023
Remit to Address	17631 N. 25th Ave
	Phoenix, AZ 85023
Attention	Marci Payne
E-Mail	mpayne@legend-group.com
Phone	602-324-6121

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to Solicitation ("Agreement") is entered into this15th day of November, 2021, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and Legend Technical Services of Arizona, Inc., an AZ corporation ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

A. The City issued Solicitation number **2021181** ("Solicitation") for **WATER, WASTEWATER, AND HAZARDOUS WASTE LABORATORY SERVICES**, to which Contractor provided a response ("Response"); and

B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **November 16, 2021,** and ending on **November 15, 2024**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

   1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

   1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

2. **Scope of Work**. The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

   The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders**. Orders be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement

Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement

4. **Document Order of Precedence**. In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.

    a. Agreement
    b. Exhibits
        1. Mesa Standard Terms & Conditions
        2. Scope of Work
        3. Other Exhibits not listed above
    c. Solicitation including any addenda
    d. Contractor Response

5. **Payment.**

    5.1 **General**. Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.

    5.2 **Prices**. All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement and include all costs of the Contractor providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

    The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

    No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

    5.3 **Price Adjustment**. Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

    During the ninety (90) to sixty (60) day period prior to Contract expiration date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/cpi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

    5.4 **Renewal and Extension Pricing**. Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the

Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

5.5 **Invoices**. Payment will be made to Contractor following the City's receipt of a properly completed invoice. No terms set forth in any invoice, purchase order or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

a. Contractor name, address, and contact information;
b. City billing information;
c. City contract number as listed on the first page of the Agreement;
d. Invoice number and date;
e. Payment terms;
f. Date of service or delivery;
g. Description of materials or services provided;
h. If materials provided, the quantity delivered and pricing of each unit;
i. Applicable Taxes;
j. If applicable, mileage or travel costs; and
k. Total amount due.

5.6 **Payment of Funds**. Contractor acknowledges the City may, at its option and where available use a Credit Card/Procurement Card to make payment for orders under the Agreement with no additional charge/fee. Otherwise, payment will be through a traditional method of a check.

5.7 **Disallowed Costs, Overpayment**. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

6 **Insurance**.

6.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

6.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

6.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

6.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the term of the Agreement.

6.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.

6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

6.9 **Types and Amounts of Insurance**. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

6.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of $1 million per occurrence/$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

6.9.3 Automobile liability, bodily injury and property damage with a limit of $1 million per occurrence including owned, hired and non-owned autos.

6.9.4 Contractor's Pollution Liability - Contractor's pollution liability coverage with project-specific limits of $1,000,000 per loss and a $2,000,000 annual aggregate for losses caused by pollution conditions that arise from the operations of the Contractor as specified in the Contract's scope of work and which shall include:

6.9.4.1 Bodily injury sickness, disease, death, mental anguish or shock;
6.9.4.2 Property damage, including physical injury, to or destruction of property Including loss of use, cleanup costs, and loss of use of property not physically injured nor destroyed; and
6.9.4.3 Defense costs, including charges and expenses for investigation and claims adjustment.

7 **Requirements Contract**. Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed

within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.

8 **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.

9 **Representations of Contractor**. To the best of Contractor's knowledge, Contractor agrees that:

a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;

b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;

c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and

d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.

10 **Mesa Standard Terms and Conditions**. **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.

11 **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

12 **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

Exhibits to this Agreement are the following:

- (A) Scope of Work / Technical Specifications
- (B) Pricing
- (C) Mesa Standard Terms and Conditions

13 **Attorneys' Fees**. The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.

14 **Additional Acts**. The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.

15 **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

By: _____

Digitally signed by Edward Quedens
DN: cn=Edward Quedens, o=Ctiy of Mesa, Arizona, ou=Business Services, email=ed.quedens@mesaaz.gov, c=US
Date: 2021.11.16 12:16:41 -07'00'
Adobe Acrobat version: 2021.007.20099

Printed Name

Title

Date

REVIEWED BY:

By: _____
Ted Stallings, CPPB
Procurement Officer II

LEGEND TECHNICAL SERVICES OF ARIZONA, INC.

By: Marci Payne

Marci Payne
Printed Name

Sales & Marketing Manager
Title

11/16/2021
Date

EXHIBIT A
SCOPE OF WORK

1. **SCOPE OF WORK:** To provide analytical testing of water, wastewater, solid wastes, and special projects for: nutrients, biologicals, metals, non-metals, organics, and radio chemicals with qualified licensed environmental laboratories.

   Renewal options are based on contractor(s) performance, service, ability to provide high quality products(s) and demonstrates cost containment efforts.

2. **MULTI-AGENCY PROCUREMENT:** The following agencies have expressed their intent to purchase from resulting contract. Any and all S.A.V.E members may also purchase from resulting contract.

   Agency Name

   - City of Avondale
   - City of Mesa
   - City of Peoria
   - City of Scottsdale
   - City of Tempe
   - Town of Gilbert
   - Town of Payson
   - **Salt River Project Agricultural Improvement and Power District**

   All agencies named in this RFP hereafter referred to as "Agency or Agencies".

3. **BACKGROUND:** The Safe Drinking Water Act (SDWA), Hazardous waste (RCRA), National Pollutant Discharge Elimination System (NPDES) permits, Arizona Pollutant Discharge Elimination System (AZPDES), Aquifer Protection Permit (APP), Municipal Separate Storm Sewer System Permit (MS4) and Industrial Pretreatment Program (IPP) require the City of Mesa to perform a multitude of analytical tests to ensure compliance with Federal, State, and Local regulations. The complexity of testing, specialized equipment requirements and sampling requirements are continually increasing.

   Analyses required must conform to all NPDES, AZPDES, APP, MS4, RCRA, SDWA, Clean Water Act (CWA), Clean Air Act (CAA), or other State and/or Federal mandated requirements. Laboratories performing such tests must meet and adhere to Arizona Department of Health Services (ADHS) Laboratory Licensure requirements as defined under Chapter 4.3 of Title 36 of the Arizona Revised Statutes.

4. **FUTURE NEEDS AND REQUIREMENTS:** The City recognizes that do to regulatory and statue changes and requirements, as well as needs of each agency that it may be necessary to add new or change services to resulting contract(s). Therefore, City reserves the right to add new services and products to the contract. Such services and services added to the resulting contract(s) should be at the same pricing methodology/discounts as the services and products already on contract. This section will also apply to future UCMR studies that do not have a final approved list of testing. Participating agencies may also amend any participating agreement(s) as necessary.

5. **SERVICES TO BE PROVIDED:** The Contractor shall conduct environmental testing and analysis as requested by the City for purposes of compliance with the National Pollutant Discharge Elimination System, Arizona Pollutant Discharge Elimination System, Safe Drinking Water Act, Clean Water Act, Clean Air Act, Hazardous waste, State Aquifer Protection Permits, Reuse Permits, Municipal Separate Storm Sewer System Permit, Industrial Pretreatment Program and special projects. Additionally, the EPA requires the City to participate in Unregulated Contaminant Monitoring Rules (UCMR), with future revisions expected; while future constituents of the UCMR studies won't be known until they are issued, the licensing, reporting and penalty requirements

should still be standard with the other testing within the contract. The Contractor must be certified by the EPA to perform UCMR testing. If there is no Contracted Lab certified under the EPA to perform UCMR testing, the City reserves the right to use a laboratory off contract due to EPA requiring the use of a certified UCMR laboratory.

6. **SAMPLE CONTAINERS:** The Contractor shall provide all the necessary new or certified-clean sample bottles and sample labels as required to perform field sampling. Reagent grade preservatives shall be added to the appropriate sampling container by the Contractor prior to shipment of bottles. Sample containers shall be pre-labeled identifying the analyses types requested and preservatives used by the City. The sample label information provided by the City will correspond to information contained in the chain of custody forms and shall include: the analyses requested, the sample ID number, the date and time the sample was taken, the location of field sampling, and the name or initials of the sampler. The Contractor shall supply any necessary trip blanks. The Contractor shall subject all supply bottles and/or containers to a Quality Assurance and Quality Control program and shall conduct a testing program on sample bottles and/or containers.

7. **CHAIN OF CUSTODY:** The Contractor may be requested to provide chain of custody forms and chain of custody seals for bottles and coolers. One chain of custody form shall accompany each sample set sent to the laboratory. A copy of the completed chain of custody for each sample set shall be included with each individual analysis report. The Contractor and any and all city approved subcontractors shall utilize standard U.S. EPA chain of custody procedures, as documented in National Enforcement Investigations Center Policies and Procedures Manual, as revised in August 1991, and amendments thereto, and the National Enforcement Investigations Center Manual For The Evidence Audit, published in September, 1981, and amendments thereto.

8. **TRANSPORTATION:** The Contractor shall provide for delivery of sample sets and pickup of field samples to and from the City. Field samples shall be picked up as needed, but generally between 7:00 a.m. and 5:00 p.m., Monday through Friday. The Contractor shall pick up most samples within six (6) hours or less of the City's request. Fecal coliform samples shall be picked up within two (2) to four (4) hours of the City's request. The Contractor shall deliver sample bottles no later than forty-eight (48) hours after the City's request. The Contractor shall provide all necessary shipping containers.

9. **SAMPLE CONTROL:** Any sample or trip blank received by the laboratory in unacceptable condition or rendered unacceptable for analyses while in the possession of the laboratory, shall be reported to the appropriate City Project Manager or their designee within forty-eight (48) hours of loss of sample.

   The City reserves the right to recover cost of re-sampling due to Contractor error or failure to maintain sample integrity. Re-sampling required due to error or failure to maintain sample integrity at the laboratory shall be billed to the Contractor at the rate of the City's cost plus standard overhead cost or one hundred ($100.00) dollars, whichever is greater. Trip blanks rendered unacceptable while in the possession of the laboratory shall result in a fifty (50%) percent reduction in the analysis fee for the accompanying field samples.

   If the Contractor chooses to subcontract out analysis to another laboratory, it is the contractor's responsibility to ensure that the subcontracted laboratory is licensed by ADHS as defined under Chapter 4.3 of Title 36 of the Arizona Revised Statutes for the analytes requested. The City reserves the right to recover cost of re-sampling due to Contractor's failure to ensure the subcontractor is properly licensed by ADHS. The laboratory shall be billed to the Contractor at the rate of the City's cost plus standard overhead cost or one hundred ($100.00) dollars, whichever is greater.

10. **LABORATORY SERVICES AND ANALYTICAL REQUIREMENTS:** All analyses must use current and future Federal, and Arizona Department of Health Services (ADHS) approved test methods for 1) drinking water, 2) hazardous waste, 3) wastewater, 4) solid waste and 5) air and stack parameters (40CFR136, SW-846 and R18-11-111 analytical methods). The Contractor must meet detection limits required by Local, State, and Federal regulations. The Contractor shall submit a copy of their Quality Assurance/Quality Control (QA/QC) manual along with the bid. The City reserves the right to request and be given copies of subcontractor(s)s QA/QC manuals within three working days. The Contractor and subcontractor manual(s) must provide, at a minimum, details on the Contractor's and subcontractor's procedures concerning:

    a. sample preservation, holding times, and sample containers used.
    b. chain of custody procedures sample receipt and tracking.
    c. review and reporting of results.
    d. laboratory record keeping procedures.
    e. organizational chart of laboratory management.
    f. maintenance and calibration of instruments.
    g. use of standard reference materials in analysis.
    h. internal QC program.
    i. corrective action of QC problems.
    j. determination of method detection limits (Refer to 40 CFR 136, Appendix B, as revised).
    k. Minimum Reporting Levels (MRL).
    l. sample bottle preparation and QC testing program.
    m. resumes of key laboratory personnel.
    n. list of parameters for which they hold ADHS license and certification.
    o. description of use and procedures for data flags/qualifiers.

    Quality control tests and checks for precision, accuracy and control of method will be conducted as defined by EPA approved methods. The Contractor and any subcontractors shall use the City's samples designated for QC for duplicate, trip blank, and matrix spike purposes. Upon effective date of the contract, the City shall define the level of the report required.

    A full description of any anticipated or realized problem areas shall be communicated to the City's Project Manager or designee prior to analysis of any sample so that appropriate corrective action can be coordinated. Analytical or sample problems encountered subsequent to the analysis of any sample shall also be immediately communicated via telephone or email to the City's Project Manager or designee, followed by written communication with the sample results. Results indicating exceedance of SDWA MCL's and/or triggers and/or NPDES/APP/Reuse Permit limits shall be immediately communicated via telephone or email to the City Project Manager or designee, followed by written communication with the sample results. All verbal and written notification about results that are not final shall include designation as "preliminary" and documentation of QA/QC issues as appropriate. Samples analyzed outside of the specified QA/QC without prior consent by the City shall not be invoiced and paid under this Agreement.

11. **HOLDING TIMES:** The laboratory shall notify the appropriate City Project Manager or designee immediately on discovery that holding time(s) have been exceeded so that re-sampling can take place. The decision on analysis of such samples will be made upon notification. The City reserves the right to recover cost of re-sampling due to the Contractor failing to meet sample holding times, provided that the Contractor has had possession of the sample for at least fifty (50%) percent of the sample holding time. The exception to this would be in the case of coliform samples where the Contractor will only be liable if the Contractor was not notified of sample pick up within two hours of the time of the sampling. Re-sampling will be billed to the Contractor at the rate of the City's cost plus standard overhead cost or one hundred ($100.00) dollars, whichever is greater.

12. **WRITTEN REPORTING OF ANALYSIS RESULTS:** Hardcopy and electronic copy final reports for drinking water sample results shall be submitted to the appropriate City Project Manager or their designee within twenty (20) working days of laboratory receipt of each sample.

Hardcopy and electronic copy final reports for lakes, stormwater, wastewater, solid waste and hazardous waste sample results shall be submitted to the appropriate City Project Manager or their designee within ten (10) to fifteen (15) working days of laboratory receipt of each sample.

Hardcopy and electronic copy final reports for air sample results shall be submitted to the appropriate City Project Manager or their designee within five (5) to ten (10) working days of laboratory receipt of each sample. At times rush analysis of three (3) days and twenty-four (24) hours will be required.

The Contractor shall report all quality control tests and checks used to prepare each sample. This will include all reporting levels, method references, date of sample receipt, date of analysis, dilutions, duplicates and matrix spike results, method blanks and trip blank results for each applicable constituent requested.

Each individual analysis report shall include the following:

a. Cover letter, including all laboratory information i.e., Laboratory name, address, phone number, contact person, etc.
b. Case Narrative, explaining any corrective actions, any subcontractors, and/or any problems that may have occurred.
c. Analysis results including all QA/QC, compounds analyzed, method reporting levels, date of analysis, analyst, and analysis method.
d. Original subcontractor analysis results including all QA/QC, compounds analyzed, method detection limits, and analysis method.
e. Chain of custody as submitted, plus subcontractors' chain of custody if applicable.
f. Data from analyses of samples collected for compliance with the Safe Drinking Water Act and under the applicable Arizona Department of Environmental Quality (ADEQ) Drinking Water rules shall be submitted on the appropriate ADEQ forms in addition to the Contractor's standard reporting form.
g. ADHS Lab Licensure number.
h. Agency sample identification number.
i. Analyst performing the analysis.
j. Date and Time of Analysis (to allow the City to check attainment of holding times).
k. Unique Sample Number.
l. Report Date
m. Report ID

The Contractor shall be responsible and liable for a written communication of any miscalculation or error in analytical results to the appropriate City Project Manager or their designee. The Contractor shall reissue, at their own expense, corrected hard copies and computer electronic copies, as necessary. All reissued reports shall be labeled "revised" and include an explanation of the revision in the cover letter or case narrative. These errors include, but are not limited to; operator error, equipment malfunction, exceeding holding time, out of control results or any other quality control exception, and laboratory contamination in ambient air, glassware, standards, reagents, or equipment that could impact the quality or validity of the analytical results.

The City has the right to enforce penalties for late sample results. A three percent (3%) per day penalty per report may be charged to the Contractor for each calendar day that delivery of the written report(s) and/or electronic data exceed the above specified delivery times. The Contractor will be held liable for penalties for all late analyses, including subcontracted analyses. Fines or penalties levied against the City by the State or Federal government due to late submittal of analysis results that are the due to the Contractor exceeding the above specified delivery times shall be paid by the Contractor.

13. **ELECTRONIC TRANSFER OF REPORTING RESULTS:** All laboratory results shall be issued electronically to the City. When requested contractor shall provide hard copy reports within four (4) working days.

    Verification that electronic data is not duplicated shall be completed by the laboratory. Either an electronic or hard copy list of sample reports issued shall be maintained for review by the City. This report shall include the Agency Chain of Custody ID Number (Agency ID), the laboratory accession number (Accession ID), and date sample data was issued. Should duplicate data be received, the cost to remove the duplicated data will be calculated. The applicable charge out rate will be used to calculate this charge. Any charge for this duplicate removal will be used as a credit toward the laboratory invoices issued by the Contract Laboratory.

14. **RECORD KEEPING AND RETENTION:** The Contractor shall maintain documentation of all raw and final data (electronic and hard copy) and supporting quality control data for chemical results for a minimum of ten (10) years. Bacteriological results must be maintained for five (5) years. The contractor shall provide a copy of any requested report within two (2) business days if requested by the City.

    Upon request the Contractor shall provide raw and final data to the City. The Contractor can redact sample numbers, site names or any other information that is provided on the raw or final data belonging to another entity besides the City; however, results allowing the confirmation of data should remain available.

    If the laboratory can no longer maintain the data, the City reserves the right to take delivery of all raw and final data (electronic and hard copy) and supporting quality control data for chemical results.

    Because of the potential for litigation involved with these samples, the Contractor shall retain all samples for at least forty-five (45) days after the postmarked date of final analysis report. These samples are still subject to chain of custody procedures until final disposal. The City reserves the right to retrieve the sample(s) during the retention time or to request an extension of the retention time, if necessary, without additional charge.

    The Contractor shall not disclose data or disseminate the contents of the final or any preliminary report without express written permission of the City.

    The Contractor shall always maintain the integrity of the City's samples.

15. **PROJECT MANAGER:** All correspondence dealing with issues related to work completed under this contract shall be directed to the appropriate City Project Manager or their designee.

    These names and addresses of the City Project Managers will be announced at the time of contract award.

    The Contractor shall provide a laboratory project manager to act as liaison to the City. This person must be designated and shall be responsible for all City work under this contract. The Project Manager shall be considered one of the Key Personnel as per the Special Terms and Conditions of this RFP. If the Project Manager is not available due to vacation or extended time away; a temporary contact should be named to handle urgent issues.

16. **CONTRACTOR CAPABILITY AND CAPACITY:** During the term of this Contract, the Contractor shall maintain the necessary capability and capacity to provide the specified laboratory services within the required turnaround times. The Contractor and any, and all subcontractors shall provide for access by City and State personnel and their authorized representatives to audit the lab to ensure the accuracy and precision of laboratory results related to the work performed.

17. **STATE OF ARIZONA CERTIFICATION/ENVIRONMENTAL PROTECTION AGENCY APPROVALS:** The Contractor and any, and all subcontractors must be licensed by the State of Arizona, Arizona Department of Health Services (ADHS), Office of Lab Licensure or Environmental Protection Agency (EPA), for all requested analyses for the duration of the Contract. The Contractor shall meet the laboratory licensure requirements as stipulated in the Arizona Revised Statute Chapter 4.3, Article One, Section 36-495 et. Reg. or EPA. The Contractor shall submit copies of such licenses and those of its sub-contractors with bid responses.

    The Contractor shall provide copies of certification to the City upon execution of the contract and any renewal thereof. Contractor shall provide to the City notification of any change of license status, censure, fine, revocation, or any investigation by any certification agency, especially the ADHS or EPA, within twenty-four (24) hours of notification.

18. **EPA/ADHS QUALITY ASSURANCE/QUALITY CONTROL:** The Contractor and any and all subcontractors must demonstrate continuing satisfactory performance by proficiency testing. The most current proficiency results shall be submitted along with the bid. Additionally, the contractor shall provide copies of the last two (2) audit reports by ADHS or EPA and associated responses and resolution.

19. **PROFICIENCY SAMPLES:** The City may submit proficiency samples (blind, double blind, or otherwise) to the laboratory as part of the regular sampling and QC procedures.

    The lab will be required to submit a QA/QC report on any deficiencies and the corrective action associated with the proficiency samples on an individual sampling period basis.

    The laboratory may be required to analyze a second set of proficiency samples at their cost should they fail to analyze the initial set within acceptable QA/QC limits.

    Failure of the laboratory to analyze and report results within acceptable QA/QC limits can result in cancellation of the contract.

    The City shall, at different times, split samples with another lab.

20. **DISPOSAL:** The contractor shall comply with all Federal, State, and local regulations for disposal of samples and associated laboratory hazardous waste.

21. **PRE-AWARD AUDIT AND INTERVIEW:** Prior to award, the City may choose to audit the Contractor's laboratory. The Contractor shall provide access by the City to audit the laboratory to ensure that the necessary capability, capacity, and quality assurance/quality control exists to provide the specified laboratory services. At this time, the City may hold an informal interview with laboratory staff members regarding policies and procedures. If a substantial problem, inconsistencies with stated equipment, procedures, or policies, or lack of infrastructure to meet the City's workload are found during this audit, the audit team may find the contractor non-responsive.

22. **MULTIPLE ANALYTICAL METHODS:** If an analyte can be tested by more than one method, include in the price list separate line items showing the price and reporting limit. For example:

    a. Metals can be analyzed by 200.7, 200.8, and 200.9.
    b. Uranium can be analyzed by 200.8 and radiochemistry methods.

23. **COMPLIANCE WITH LAWS:** Contractor shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the right of the parties, the performance of this Contract, and any dispute hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Maricopa County. Any changes in the governing

laws, rules, and regulations during the term of this Contract shall apply, but do not require and amendment.

24. **SUB-CONTRACTOR:** A subcontractor is defined as a laboratory with a different ADHS license.

Contractor will be fully responsible for all acts and omissions of any sub-contractor and of persons directly or indirectly employed by any sub-contractor and of persons for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of City to pay or see to the payment of any money due any sub-contractor, except as may be required by law.

Contractor will be fully responsible for all late reports and fees as a result of the sub-contractor laboratory inability to submit reports on time.

City reserves the right to approve all sub-contractor(s). Contractors are responsible for all actions of sub-contractor(s). Contractor shall name sub-contractor(s) as additionally insured in addition on all required insurance documents.

25. **SAFETY STANDARDS:** Precaution shall be exercised by the Contractor(s) at all times for the protection of persons (including employees) and property. The Contractor shall comply with the provisions of all applicable laws, pertaining to such protection including all City, Maricopa County, State of Arizona and Federal and State Occupational Safety and Health Acts (OSHA), and Standards and Regulations promulgated there under.

26. **SERVICES, ADDITIONS AND DELETIONS:** The City may add and/or delete services at any time by change order. The Contractor will be paid for all approved services satisfactorily completed. The City reserves the right to utilize the prices and services originally proposed for future award recommendations. Pricing for services added to the contract should be consistent with pricing for other comparable services.

27. **INVOICING/PAYMENT:**
    a. Invoices shall include the following:
        i. Invoice Number
        ii. Accession Number,
        iii. Date of Invoice
        iv. Customer Number
        v. City assigned Contract Number
        vi. City's ID
        vii. Project Name
        viii. Project Number
        ix. Authorization Name
        x. Date Samples Received
        xi. Test Description with EPA Method
        xii. Quantity
        xiii. Price and Surcharge (contract authorized)
        xiv. Test Total
        xv. Remit Amount.
        xvi. sales tax, if applicable
    b. Individual hard copy laboratory reports shall include a separate invoice. This invoice shall include the following information:
    c. Contractor shall e-mail and mail via USPS, FedEx, UPS, etc., invoices to appropriate email address, Street Address/Post Office Box no later than five (5) to seven (7) calendar days after product/services is received by the City.

d. Payment in full shall be made to the Contractor within thirty (30) days after receipt and approval of an invoice, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.
e. Payment method. Payment will be issued via city issued check or City Procurement Card (Visa or Mastercard).

City of Mesa Water Resources Department invoices and required reports are to are to be emailed WaterAcctsPayable@MesaAZ.gov. Invoice and correlating report must be submitted together. Awarded contractor will work with each participating agency to establish invoicing and report receipt processes.

28. **TERM:** This Solicitation is for awarding a fixed price purchasing contract to cover a three (3) year term.

29. **RENEWALS:** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

30. **EXTENSIONS:** Upon the expiration of the Term of the Agreement, including any renewals permitted herein, at the City's sole discretion the Agreement may be extended for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials under this Agreement. The City intends to notify the Contractor in writing of its desire to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

31. **PRICING:**

a. **Prices**. All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement and include all costs of the Contractor providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

b. **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the ninety (90) to sixty (60) day period prior to Contract expiration date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/cpi/home.htm). The City shall review the request for

adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

c. **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 6, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

32. **TYPES AND AMOUNTS OF INSURANCE:** Insurance requirements are detailed in the Agreement document. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

a. Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

b. The Contractor shall maintain at all times during the term of this contract, a minimum amount of $1 million per occurrence/$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

c. Automobile liability, bodily injury and property damage with a limit of $1 million per occurrence including owned, hired and non-owned autos.

d. Contractor's Pollution Liability - Contractor's pollution liability coverage with project-specific limits of $1,000,000 per loss and a $2,000,000 annual aggregate for losses caused by pollution conditions that arise from the operations of the Contractor as specified in the Contract's scope of work and which shall include:

i. Bodily injury sickness, disease, death, mental anguish or shock;
ii. Property damage, including physical injury, to or destruction of property Including loss of use, cleanup costs, and loss of use of property not physically injured nor destroyed; and
iii. Defense costs, including charges and expenses for investigation and claims adjustment.

Prior to the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the City is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without advance written notice to the City.

"Waiver of Subrogation". The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Contractor."

EXHIBIT A
SCOPE OF WORK

All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

EXHIBIT B
PRICING

Item	Parameter	Routine Cost	Method	Lab Performing Analysis
A	**Drinking Water**			
1	**Microbiology**			
	Total coliform			
	Multiple Tube/MPN-Quanti-Tray	$25.00	SM 9221B/SM 9223B	LEGEND-AZ
	Membrane Filter	$15.00	SM 9222B	LEGEND-AZ
	Colilert	$12.00	SM 9223B	LEGEND-AZ
	Colisure	NB	NB	NB
	Presence-Absence	NB	NB	NB
	Heterotrophic Plate Count (SIMPlate)	$25.00	SM 9215E	LEGEND-AZ
	Escherichia Coli			
	Colilert	$12.00	SM 9223 B	LEGEND-AZ
	Colisure	NB	NB	NB
	Multiple Tube/MPN-Quanti-Tray	$25.00	SM 9221 B/SM 9223 B	LEGEND-AZ
	Presence-Absence	NB	NB	NB
	Fecal coliform			
	Multiple Tube/MPN-Quanti-Tray	$25.00	SM 9221E/SM 9223 B	LEGEND-AZ
	Membrane Filter	$15.00	SM 9222 D	LEGEND-AZ
	Viruses*	$1,200.00	EPA ICR method EPA/600/R-95/178 in conjunction with the Updated EPA/600/4-84/013/SM9510	BCS
	Giardia and Cryptosporidium*	$650.00	EPA 1623	EUROFINS-IN
	**equipment rental for Viruses, Giardia, & Cryptosporidium: $100/3 days, $35/add'l days*			
2	**Inorganic Chemical and Physical Characteristics**	**Routine Cost**	**Method**	**Lab Performing Analysis**
	Alkalinity	$12.00	SM 2320 B	LEGEND-AZ
	Asbestos	$115.00	EPA 100.1	FIBERQUANT
	Bromate	$120.00	EPA 300.1/EPA 317 (low-level)	EUROFINS-IN
	Bromide	$30.00	EPA 300.0	EUROFINS-IN
	Chloride	$13.00	EPA 300.0	LEGEND-AZ
	Chlorine	$12.00	HACH 8167	LEGEND-AZ

Chlorine Dioxide	$30.00	SM 4500 CL-G	EUROFINS-IN
Chlorite	$35.00	EPA 300.0	EUROFINS-IN
Chromium Hexavalent	$120.00/$30.00	EPA 218.7 (low-level)/SM 3500 Cr D (RL=0.015 mg/L)	EUROFINS-IN/LEGEND-AZ
Color	$36.00	SM 2120 B	LEGEND-AZ
Corrosivity	$40.00	calculation (Ca, pH, TDS, Alk)	LEGEND-AZ
Cyanide	$40.00	SM 4500 CN E	LEGEND-AZ
Cyanide, Amenable	$40.00	SM 4500 CN G	LEGEND-AZ
Fluoride	$13.00	EPA 300.0	LEGEND-AZ
Hardness	$16.00	calculation (EPA 200.7)	LEGEND-AZ
Methylene Blue Active Substances (Surfactants)	$165.00	SM 5540	PACE NATIONAL
Nitrate	$13.00	EPA 300.0/SM 4500 NO3 F calc.	LEGEND-AZ
Nitrite	$13.00	EPA 300.0/SM 4500 NO2 B	LEGEND-AZ
Ortho-Phosphate	$13.00	EPA 300.0	LEGEND-AZ
Ozone	NB	NB	NB
Perchlorate	$100.00	EPA 314.0	EUROFINS-IN
pH	$8.00	SM 4500 H B	LEGEND-AZ
TDS	$12.00	SM 2540 C	LEGEND-AZ
Specific Conductance	$10.00	SM 2510 B	LEGEND-AZ
Sulfate	$13.00	EPA 300.0	LEGEND-AZ
TOC	$40.00	SM 5310 C	LEGEND-AZ
DOC	$50.00	SM 5310 C	LEGEND-AZ
Turbidity	$10.00	EPA 180.1	LEGEND-AZ
UV254	$50.00	SM 5910 B	LEGEND-AZ

3	**Metals**	**Routine Cost**	**Method**	**Lab Performing Analysis**
	Metals (ICP)	$8.00	EPA 200.7	LEGEND-AZ
	Metals (ICP-MS)	$12.00	EPA 200.8	LEGEND-AZ
	Metals (GFAA) (list metals and price)	NB	NB	NB
	Mercury	$28.00	EPA 245.1	LEGEND-AZ
	Sample prep for metals*	$12.00		

**only required if turbidity is >1NTU for DW samples, otherwise digestions on DW samples are optional with a $12/sample charge*

4	**Organic Chemicals**	**Routine Cost**	**Method**	**Lab Performing Analysis**
	Total Trihalomethanes	$60.00	EPA 524.2	LEGEND-AZ
	Volatile Organics	$120.00	EPA 524.2	LEGEND-AZ
	Chlorinated Pesticides	$100.00	EPA 525.2	EUROFINS-IN
	PCB	$100.00	EPA 505	EUROFINS-IN
	Herbicides	$165.00	EPA 515.3	EUROFINS-IN
	EDB/ DBCP	$65.00	EPA 504.1	EUROFINS-IN
	Aldicarbs	$140.00	EPA 531.2	LEGEND-AZ
	Nitrogen and Phosphorus Pesticides	$270.00	EPA 525.2	EUROFINS-IN
	Base/Neutrals and Acids	$270.00	EPA 525.2	EUROFINS-IN
	Carbamates	$120.00	EPA 531.2	LEGEND-AZ
	Dioxins and Furans	$320.00	EPA 1613	PACE ANALYTICAL-MN
	Glyphosate	$120.00	EPA 547	LEGEND-AZ
	Endothall	$120.00	EPA 548.1	EUROFINS-IN
	Diquat and Paraquat	$120.00	EPA 549.2	EUROFINS-IN
	PFAS *($375.00 537.1 PFAA's FB)*	$375.00	EPA 537.1	LEGEND-AZ
	PAH	$270.00	EPA 525.2	EUROFINS-IN
	DBPs and Chlorinated Solvents	$195.00	EPA 551.1	EUROFINS-IN
	HAAs	$115.00	EPA 557	LEGEND-AZ
	Phthalate Esters and Adipates	$270.00	EPA 525.2	EUROFINS-IN
	Benzidines and Nitrogen Pesticides	NB	NB	NB
	Carbonyl Compounds	NB	NB	NB
	Chlorinated Acids	$165.00	EPA 515.3	EUROFINS-IN
	NDMA	$300.00	EPA 625.1	LEGEND-MN
	Endocrine Disrupting Compounds	$390.00	L200	EUROFINS-IN
	Pharmaceuticals and Personal Care Products	$1,885.00	L211, L221, L220	EUROFINS-IN

5	**Radiochemistry**	**Routine Cost**	**Method**	**Lab Performing Analysis**
	Gross Alpha	$55.00	EPA 600/00-02	RADIATION SAFETY

	Gross Beta	$55.00	EPA 900.0	RADIATION SAFETY
	Radon 222	$65.00	EPA 7500 RN	RADIATION SAFETY
	Radium 226	$80.00	GAMMA RAY HPGE (226)	RADIATION SAFETY
	Radium 228	$110.00	GAMMA RAY HPGE (228)	RADIATION SAFETY
	Total Radium	$190.00	GAMMA RAY HPGE	RADIATION SAFETY
	Cesium	$175.00	CESIUM-134	RADIATION SAFETY
	Iodine	$175.00	IODINE-134	RADIATION SAFETY
	Strontium	$154.00	SR-04	RADIATION SAFETY
	Tritium	$85.00	EPA 906.0	RADIATION SAFETY
	Uranium*	$110.00/$12.00	D6239*/EPA 200.8	RADIATION SAFETY
	Gamma Emitting Isotopes	$160.00	D6239	RADIATION SAFETY
	**D6239 is Isotopic Uranium/Uranium Activity; 200.8 is total Uranium content*			
6	**Biological**	**Routine Cost**	**Method**	**Lab Performing Analysis**
	Microscopic Particulate Analysis*	$300.00	EPA 910/9-92-02	LEGEND-AZ
	**equipment rental for Viruses, Giardia, & Cryptosporidium: $100/3 days, $35/add'l days*			
7	**Other Drinking Water Methods**	**Routine Cost**	**Method**	**Lab Performing Analysis**
	Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite, O-Phosphate, Sulfate	$13.00 per Ion	EPA 300.0	LEGEND-AZ
B		**Routine Cost**	**Method**	**Lab Performing Analysis**
	Wastewater			
1	**Microbiology**			
	Fecal Coliform	-		
	Multi Tube Fermentation	$25.00	SM 9221 E	LEGEND-AZ
	Membrane Filter	$15.00	SM 9222 D	LEGEND-AZ
	Quanti-Tray	$25.00	SM 9223 B	LEGEND-AZ
	Total Coliform			
	Multi Tube Fermentation	$25.00	SM 9221 B	LEGEND-AZ
	Membrane Filter	$15.00	SM 9222 B	LEGEND-AZ
	Quanti-Tray	$25.00	SM 9223 B	LEGEND-AZ

Fecal Streptococcus			
Multi Tube Fermentation	$28.00	SM 9230 B	LEGEND-AZ
Membrane Filter	NB	NB	NB
Escherichia coli by Colilert MPN	$25.00	SM 9223 B	LEGEND-AZ
Escherichia coli (not for NPDES) in conjunction with SM 9221B and 9221 E	$25.00	SM 9221 F	LEGEND-AZ
Viruses*	$1,200.00	EPA ICR method EPA/600/R-95/178 in conjunction with the Updated EPA/600/4-84/013/SM9510	BCS
Enteric Viruses*	$1,200.00	EPA ICR method EPA/600/R-95/178 in conjunction with the Updated EPA/600/4-84/013/SM9510	BCS
Giardia and Cryptosporidium*	$650.00	EPA 1623	EUROFINS-IN
Ascaris lumbricoides	$1,000.00	Modification of Reimer's 1981 (EPA 600/289/015). Method described in Appendix I of EPA 625/R-92/013 (EPA 2003)	BCS
Common tapeworm	NB	NB	NB
Entamoeba histolytica	NB	NB	NB
SARS-COV-2	$375.00	RT-Qpcr	PACE NATIONAL

**equipment rental for Viruses, Giardia, & Cryptosporidium: $100/3 days, $35/add'l days*

2	**Inorganic Chemicals, Nutrients and Demand**	**Routine Cost**	**Method**	**Lab Performing Analysis**
	Acidity	NB	NB	NB
	Alkalinity	$12.00	SM 2320 B	LEGEND-AZ
	Ammonia	$20.00	EPA 350.1	LEGEND-AZ
	BOD	$32.00	SM 5210 B	LEGEND-AZ
	Bromide	$13.00	EPA 300.0	LEGEND-AZ
	COD	$28.00	EPA 410.4	LEGEND-AZ
	Chloride	$13.00	EPA 300.0	LEGEND-AZ
	Chlorine	$12.00	HACH 8167	LEGEND-AZ

Chromium Hexavalent	$32.00	SM 3500 Cr B	LEGEND-AZ
Color	$36.00	SM 2120 B	LEGEND-AZ
Cyanide (amenable)	$40.00	SM 4500 CN G	LEGEND-AZ
Cyanide (free)	$40.00	SM 4500 CN G	LEGEND-AZ
Cyanide (total)	$40.00	SM 4500 CN E	LEGEND-AZ
Fluoride	$13.00	EPA 300.0	LEGEND-AZ
Hardness	$16.00	calculation (EPA 200.7)	LEGEND-AZ
TKN	$30.00	EPA 351.2	LEGEND-AZ
MBAS	$165.00	SM 5540	PACE NATIONAL
Nitrate	$13.00	EPA 300.0/SM 4500 NO3 F calc.	LEGEND-AZ
Nitrite	$13.00	EPA 300.0/SM 4500 NO2 B	LEGEND-AZ
Oil and Grease	$80.00	EPA 1664 B	LEGEND-AZ
TOC	$40.00	SM 5310 C	LEGEND-AZ
Ortho-Phosphate	$13.00	EPA 300.0	LEGEND-AZ
Oxygen, dissolved	$15.00	SM 4500 O G	LEGEND-AZ
Perchlorate	$100.00	EPA 314.0	EUROFINS-IN
pH	$8.00	SM 4500 H B	LEGEND-AZ
Phenols	$110.00	EPA 420.1	TURNER
Phosphorus (total)	$24.00	EPA 365.3	LEGEND-AZ
Residue (total)	$12.00	EPA 2540 B	LEGEND-AZ
TDS	$12.00	SM 2540 C	LEGEND-AZ
TSS	$12.00	SM 2540 D	LEGEND-AZ
Settleable Solids	NB	NB	NB
Residue, Volatile	$12.00	SM 2540 G	LEGEND-AZ
Silica	$8.00	EPA 200.7	LEGEND-AZ
Sodium Azide	NB	NB	NB
Specific Conductance	$10.00	SM 2510 B	LEGEND-AZ
Sulfate	$13.00	EPA 300.0	LEGEND-AZ
Sulfide	$20.00	HACH 8131	LEGEND-AZ
Sulfite	$165.00	EPA 377.1	PACE NATIONAL
Turbidity	$10.00	EPA 180.1	LEGEND-AZ

3	**Metals**	**Routine Cost**	**Method**	**Lab Performing Analysis**

Metals (ICP)	$8.00	EPA 200.7	LEGEND-AZ
Metals (ICP-MS)	$12.00	EPA 200.8	LEGEND-AZ
Metals (GFAA) (list metals and price)	NB	NB	NB
Gold	NB	NB	NB
Iridium	NB	NB	NB
Mercury/Low Level Mercury*	$28.00/$100.00	EPA 245.1/EPA 1631	LEGEND-AZ
Osmium	NB	NB	NB
Palladium	NB	NB	NB
Platinum	NB	NB	NB
Rhodium	NB	NB	NB
Ruthenium	NB	NB	NB
Titanium	$8.00	EPA 200.7	LEGEND-AZ
Uranium	$12.00	EPA 200.8	LEGEND-AZ
Sample prep for metals	$12.00		

**Low Level Mercury requires FB analysis $100.00*

4	**Aquatic Toxicity Bioassay**	**Routine Cost**	**Method**	**Lab Performing Analysis**
	Toxicity, Acute	975.00*	EPA 1003	BIO-AQUATIC OR AQUATIC
	Toxicity, Chronic	1495.00*	EPA 1000 & EPA 1002	BIO-AQUATIC OR AQUATIC

**Per Species*

5	**Organic Chemical**	**Routine Cost**	**Method**	**Lab Performing Analysis**
	Volatile organics GC/MS	$120.00	EPA 624.1	LEGEND-AZ
	Acrolein and Acrylonitrile	$90.00	EPA 624.1	LEGEND-AZ
	Aldicarbs	$140.00	EPA 531.2	LEGEND-AZ
	Phenols	$150.00	EPA 625	LEGEND-MN
	Benzidines	$150.00	EPA 625	LEGEND-MN
	Diquat and Paraquat	$120.00	EPA 549.2	EUROFINS-IN
	Glyphosate	$120.00	EPA 547	LEGEND-AZ
	Endothall	$120.00	EPA 548.1	EUROFINS-IN
	Organophosphorus Pesticides	$130.00	EPA 608	LEGEND-MN
	Phthalate Esters	$150.00	EPA 625	LEGEND-MN
	Nitrosamines	$150.00	EPA 625	LEGEND-MN
	Organochlorine Pesticides and PCBs	$130.00	EPA 608	LEGEND-MN

Nitroaromatics and Isophorone	$150.00	EPA 625	LEGEND-MN
PFAS *($500.00 PFAA's FB)*	$500.00	EPA 537 (modified for ww)	LEGEND-MN
PAH	$150.00	EPA 625	LEGEND-MN
Haloethers	$150.00	EPA 625	LEGEND-MN
Herbicides	$210.00	EPA 8151	EUROFINS-IN
Chlorinated Hydrocarbons	$130.00	EPA 608	LEGEND-AZ
2,3,7,8,TCDD (Dioxin)	$355.00	EPA 1613	PACE ANALYTICAL-MN
Tetra through Octa Chlorinated Dioxins and Furans	$690.00	EPA 1613	PACE ANALYTICAL-MN
Triazine Pesticides	$130.00	EPA 608	LEGEND-MN
Base/Neutral and Acids (625 or 1625)	$300.00	EPA 625	LEGEND-MN
Carbamates and Urea Pesticides	$450.00	L 306	EUROFINS-IN
TPH	$80.00	EPA 1664 B	LEGEND-AZ
Extractable Fuel Hydrcarbons (C10-C32)	$165.00	EPA 8015	PACE NATIONAL
Ethylene Glycol	$95.00	EPA 8015 (modified)	LEGEND-MN

6	**Radio Chemistry**	**Routine Cost**	**Method**	**Lab Performing Analysis**
	Gross Alpha	$55.00	EPA 600/00-02	RADIATION SAFETY
	Gross Beta	$55.00	EPA 900.0	RADIATION SAFETY
	Total Radium	$190.00	GAMMA RAY HPGE	RADIATION SAFETY
	Radium 226	$80.00	GAMMA RAY HPGE (226)	RADIATION SAFETY

7	**Other Wastewater Tests**	**Routine Cost**	**Method**	**Lab Performing Analysis**
	Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite, **Bromide**)	$13.00 per Ion	EPA 300.0	LEGEND-AZ
	O-Phosphate, Sulfate	$13.00 per Ion	EPA 300.0	LEGEND-AZ
	1657	$190.00	EPA 1657	PACE NATIONAL
	PCB's only	$120.00	EPA 8082	LEGEND-MN

C.	**Hazardous Waste**	**Routine Cost**	**Method**	**Lab Performing Analysis**
1	**Microbiology**			
	Total Coliforms			

	Multiple Tube Fermentation	$80.00	SM 9221 B	LEGEND-AZ
	Membrane Filter	NB	NB	NB
	Fecal Coliform Multiple Tube Fermentation	$80.00	SM 9221 E	LEGEND-AZ
2	**Hazardous Waste Characteristics**	**Routine Cost**	**Method**	**Lab Performing Analysis**
	Corrosivity	-	-	-
	pH determination	$10.00	EPA 9045 D	LEGEND-AZ
	Corrosive to steel	NB	NB	NB
	Dermal	NB	NB	NB
	Ignitability	$40.00	EPA 1030	TEST AMERICA/EUROFINS-AZ
	Paint Filter	$12.00	EPA 9095 A	LEGEND-AZ
	Reactivity	NB	NB	NB
3	**Sample Extraction Procedures**	**Routine Cost**	**Method**	**Lab Performing Analysis**
	Extraction procedure toxicity 1310A	NB	NB	NB
	TCLP 1311	$80.00	EPA 1311	LEGEND-AZ
	1320	NB	NB	NB
	1330A	NB	NB	NB
	SPLP 1312	NB	NB	NB
	Specific conductance	$10.00	EPA 9050 A	LEGEND-AZ
	**1311 ZHE*	$120.00	EPA 1311	LEGEND-AZ
4	**Sample Prep for Metals**	**Routine Cost**	**Method**	**Lab Performing Analysis**
	(explain reason(s) for prep and cost)	$20.00	EPA 3010 A/3050 B	LEGEND-AZ
	**additional time and supplies are required for the prep of solids and hazardous waste*			
5	**Inorganic Chemical**	**Routine Cost**	**Method**	**Lab Performing Analysis**
	Metals (ICP)	$8.00	EPA 6010 B	LEGEND-AZ
	Metals (ICP-MS)*	$12.00	EPA 6010 B	LEGEND-AZ
	Metals (GFAA) (list metals and price)	NB	NB	NB
	Chromium Hexavalent	$42.00	SM 3500 Cr D	LEGEND-AZ
	Mercury	$28.00	EPA 7470/1A	LEGEND-AZ
	White Phosphorus	NB	NB	NB

	Sample prep for metals **hazwaste is analyzed ICP, not ICP-MS*	$20.00		
6	**Sample Preparation and Extraction**		**Included in the price of the analysis**	

7	**Sample Cleanup**	**Cost**	**Reason(s)**	
	(explain reason(s) and cost)	NB	-	-

8	**Organics Chemicals (includes extraction)**	**Routine Cost**	**Method**	**Lab Performing Analysis**
	EDB and DBCP	$160.00	EPA 8260	LEGEND-AZ
	Nonhalogenated Volatile Organics	$160.00	EPA 8260	LEGEND-AZ
	Volatile Organics	$160.00	EPA 8260	LEGEND-AZ
	Organochlorine Pesticides	$160.00	EPA 8081 A	LEGEND-MN
	PCB's	$120.00	EPA 8082	LEGEND-MN
	PCB's in oil	$120.00	EPA 8082	LEGEND-MN
	PFAS *($500.00 PFAA's FB)*	$500.00	EPA 537 (modified for ww/solid)	LEGEND-MN
	PAH	$165.00	EPA 8270 C	LEGEND-MN
	Dioxins *(TCDD only)*	$418.00	EPA 8290 A	PACE ANALYTICAL
	Chlorinated Herbicides	$210.00	EPA 8151	PACE NATIONAL
	Semivolatile	$300.00	EPA 8270 C	LEGEND-MN

9	**Miscellaneous**	**Routine Cost**	**Method**	**Lab Performing Analysis**
	Ammonia	$20.00	SM 4500 NH3 H	LEGEND-AZ
	Cyanide	$40.00	EPA 9014	LEGEND-AZ
	TOX	$165.00	EPA 9020 B	PACE NATIONAL
	Sulfides	$52.00	SM 9034	TESTAMERICA/EUROFINS-AZ
	Sulfate	$110.00	SM 9056 A	TESTAMERICA/EUROFINS-AZ
	pH	$8.00	EPA 9045 D	LEGEND-AZ
	Specific Conductance	$10.00	EPA 9050 A	LEGEND-AZ
	TOC	$60.00	SM 2450 G	LEGEND-AZ
	Phenolics	$170.00	EPA 8270 C	LEGEND-MN
	Oil and Grease	$165.00	SM 9071 B	PACE NATIONAL

	Nitrate	$20.00	SM 4500 NO3 F	LEGEND-AZ
	Nitrite	$20.00	SM 4500 NO2 B	LEGEND-AZ
	Chloride	$110.00	SM 9056 A	TESTAMERICA/EUROFINS-AZ
	Bromide	$110.00	SM 9056 A	TESTAMERICA/EUROFINS-AZ
	Fluoride	$110.00	SM 9056 A	TESTAMERICA/EUROFINS-AZ
	Paint filter	$12.00	EPA 9095 A	LEGEND-AZ
	TKN	$40.00	EPA 351.2	LEGEND-AZ
	Total Phosphorus	$110.00	SM 4500 P E	TESTAMERICA/EUROFINS-AZ
	Ortho Phosphate	$110.00	SM 9056 A	TESTAMERICA/EUROFINS-AZ
10	**Asbestos**	**Routine Cost**	**Method**	**Lab Performing Analysis**
	Fiber Counting	NB	NB	NB
	Bulk Asbestos	$30.00	EPA 600/R-93/116	FIBERQUANT
	Bulk Asbestos Biosolid	$110.00	BULK ASBESTOS ANNEX 2	FIBERQUANT
11	**Radiochemical**	**Routine Cost**	**Method**	**Lab Performing Analysis**
	Gross Alpha and Beta	$165.00*	EPA 600/00-02/EPA 900.0	RADIATION SAFETY
	Alpha-Emitting Radium Isotopes	$170.00*	GAMMA RAY HPGE	RADIATION SAFETY
	Radium-228	$200.00*	GAMMA RAY HPGE	RADIATION SAFETY
	**includes $90.00 pyrosulfate infustion fee*			
12	**Other**	**Routine Cost**	**Method**	**Lab Performing Analysis**
	Ion Chromatography (Chloride, Nitrate, Nitrite, o-Phosphate, Sulfate)	110.00 per Ion	SM 9056 A	TESTAMERICA/EUROFINS-AZ
D	**Air and Stack Parameters**	**Routine Cost**	**Method**	**Lab Performing Analysis**
1	Volatiles (includes TCE, PCE, 1,1-DCE, 1,1,1-TCA and Chloroform)	NB	NB	NB
E	**Uniform charge and surcharge pricing for:**			
1	Uniform charge and surcharge pricing for:			
	Routine analyses for all parameters listed in the program tables.	$0.00	20% discount off all in-house list prices	

Rush analyses – 24 hour, 48 hour, 72 hours, 5 day, and 7 day	$0.00	24-Hour: 100% surcharge 2-day: 75% surcharge; 3-day: 50% surcharge; 4-day: 35% surcharge; 5-day: 25% surcharge	
Weekend and holiday analyses	$0.00	Weekend: 100% surcharge; Holiday: 200% surcharge	
Emergency analyses	$0.00	300% surcharge; $300 minimum invoice	

F	**Miscellaneous - Other Related Services not listed above**	**Percentage Discounts For Other Services**

The City recognizes that do to regulatory and statue changes and requirements, as well as needs of each agency that it may be necessary to add new or change services to resulting contract(s). Therefore, City reserves the right to add new services and products to the contract. Such services and services added to the resulting contract(s) should be at the same pricing methodology/discounts as the services and products already on contract. This will also apply to future UCMR studies that do not have a final approved list of testing. Participating agencies may also amend any participating agreement(s) as necessary.

Proposers should not leave the discount section blank on the pricing sheet. A nominal value should be included anywhere from 0% to 100%. **If different discounts would apply depending on the type of product or equipment, right "various" in the space provided and include a list of different discounts offered.**	various 0%-20%

G	**Miscellaneous - Supplies**	**Percentage Discounts For Supplies**

Proposers should not leave the discount section blank on the pricing sheet. A nominal value should be included anywhere from 0% to 100%. **If different discounts would apply depending on the type of supplies, please use the word "various" in the space provided and include a list of different discounts offered**.	various 0%-20%

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

3. **ASSIGNMENT.** This Agreement may not be assigned, either in whole or in part, without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right, at its option, to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.

4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.

6. **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAWS.**

   a. **General.** Contractor must procure all permits/licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve compliance throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

   b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace 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 will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace.

Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

   i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter collectively the "Contractor Immigration Warranty").

   ii. A breach of the Contractor Immigration Warranty will constitute a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

   iii. To ensure Contractor and its subcontractors are complying with the Contractor Immigration Warranty, the City retains the legal right to conduct random verification of the employment records of any Contractor or subcontractor employee who works on this Agreement, including the inspection of the papers of such employees. Contractor agrees to assist the City in regard to any random verification performed.

   iv. Neither Contractor nor any subcontractor will 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).

d. **Nondiscrimination.** Contractor understands and acknowledges that it is the policy of the City of Mesa to promote non-discrimination. As such, Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, national origin, age, disability, religion, sex, sexual orientation, gender identity and expression, veterans' status, marital status, or genetic information, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In performance under this Agreement, Contractor and Contractor's personnel will comply with applicable provisions of the following laws (as amended): Title VII of the U.S. Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*), and any other applicable non-discrimination laws and rules.

e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.

f. **Israel Boycott Divestments.** In accordance with the requirements of A.R.S. § 35-393.01, if the Agreement requires Contractor to acquire or dispose of services, supplies, information technology or construction with a value of $100,000 or more, then, by entering into this Agreement, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of goods and services from Israel.

10. **SALES/USE TAX, OTHER TAXES.**

a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement including, by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees, as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, then Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations, whether or not related to the Agreement, due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public body, subject to Arizona's public records laws (A.R.S. § 39-121 *et seq.*) and any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

a. If Contractor believes documents related to the Agreement contain trade secrets or other proprietary data, Contractor must have notified the City pursuant to Mesa Procurement Rules Section 2.1 or notified the City with a notification statement specifically identifying the trade secrets or other proprietary data that Contractor believes should remain confidential.

b. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.

13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

14. **BACKGROUND CHECK.** In accordance with the City's current background check policies, the City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement who will have access to the City's information, data, or facilities. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

16. **DEFAULT.**

a. A party will be in default of the Agreement if that party:

i. Is or 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 capability to perform under the Agreement;

ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;

iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or

iv. Fails to carry out any term, promise, or condition of the Agreement.

b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and Solicitations in accordance with Article 6 of the City's Procurement Rules.

c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party will provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default, unless the default is of a nature that it is reasonably anticipated to affect the health, safety or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.

d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event demand is made and no written assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement entitling the City to terminate the Agreement in accordance with section 17(a) below.

17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the services or materials required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price in the Agreement, the City may recover the excess cost by: (i) requiring immediate reimbursement by the Contractor to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in this Subsection (b) include any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement including, but not limited to, administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party will be liable for incidental, special, or consequential damages.

18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days' written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.

20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement for any reason, Contractor will be entitled only to payments authorized under the Agreement for those services performed or materials provided in accordance with the Agreement up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this Agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

24. **INDEMNIFICATION; LIABILITY.**

    a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, its elected officials, agents, representatives and employees (collectively, including the City, "City Personnel") from and against any and all liabilities, demands, claims, suits, penalties, obligations, losses, damages, causes of action, fines or judgments of any kind, including costs, attorneys', witnesses' and expert witnesses' fees, and expenses incident thereto (all of the foregoing, collectively "Claims") imposed upon or asserted against City Personnel by a third party relating to, arising out of or resulting from, in whole or in part: (i) services or materials provided under this Agreement by Contractor or its officers', agents', or employees' (collectively, including Contractor, "Contractor Personnel"): (ii) negligent acts, errors, mistakes or omissions of Contractor Personnel; or (iii) failure of Contractor Personnel to comply with or fulfill the obligations established by this Agreement. Contractor's indemnification, duty to defend and hold harmless City Personnel in this Subsection (a) will apply to all Claims against City Personnel except Claims arising solely from the negligence or intentional acts of City Personnel.

    b. The City assumes no liability for the actions of Contractor Personnel and will not indemnify or hold Contractor Personnel or any third party harmless for Claims relating to, arising out of or resulting from, in whole or in part, this Agreement or use of Contractor Personnel-provided services or materials.

25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of services or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If the City reasonably determines any materials or services are of a substandard or unsatisfactory manner, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

    Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property and will, at the City's request and expense, furnish to the City reasonable assistance and cooperation in obtaining recovery, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City.

27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees: (i) it is <u>not</u> entitled to deliver any specific amount of materials or services, or any materials or services at all, under this Agreement; and (ii) the materials or services will be requested by the City on an as needed basis, at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.

30. **PROHIBITED ACTS.** Contractor acknowledges the applicability of A.R.S. § 38-504 which prohibits a person who, within the preceding twelve (12) months, is or was a public officer or employee of the City from representing another person (including Contractor) before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment by a substantial and material exercise of administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such person in the course of his or her official duties at the City.

31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

32. **RISK OF LOSS**. Contractor agrees to bear all risk of loss, injury, or destruction of Contractor's goods or equipment incidental to Contractor providing the services and materials under this Agreement and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage or loss to City real or personal property when such property is the responsibility of or in the custody of Contractor or its personnel.

34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the warranty in section 34, Contractor will without limitation and at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.

36. **CONTRACT ADMINISTRATION.** The contract will be administered by the applicable Purchasing Officer and/or an authorized representative from the using department (collectively "Contractor Administrators"); all questions regarding the Agreement will be referred to the Contract Administrators. If authorized by the Contract Administrators, supplements or amendments may be written to the Agreement for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrators.

37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will, within five (5) calendar days of the unforeseeable circumstance, notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

38. **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

    The City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

    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 obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be sent via personally delivery, certified or registered mail with postage prepaid, overnight courier, or facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit, in law or equity, arising from or incident to this Agreement will be Maricopa County, Arizona.

42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated herein.

44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to A.R.S §§ 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As this Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes if applicable.

47. **AUTHORITY.** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each is properly authorized and empowered to enter into the Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

48. **UNIFORM ADMINISTRATIVE REQUIREMENTS.** By entering into this Agreement, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

49. **PCI DSS COMPLIANCE.** In the event any Contractor engages in payment card transactions as a part of the services provided to the City, Contractor shall comply with the Payment Card Industry

Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS during the Term of this Agreement. Contractor accepts responsibility for the security of the City's and/or any customer's credit card data in its possession, even if all or a portion of the services to City are subcontracted to third parties.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 10/01/24	**AGENDA ITEM:** 4.B. WR- North Airport Road Water Campus Expansion/Exchange Agreement
DATE PREPARED: 09/26/24	**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 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.

SUMMARY

PROJECT DESCRIPTION:
RDP Land, LLC. is under contract with Buckeye Union High School District #201 (BUHSD) to acquire approximately 46.16 acres of real property for the purpose of developing a mixture of multi-family residential and commercial/office/retail uses.

Full development of this property will require 288 gallons per minute (GPM) of water supply per day, of which 66 GPM will be purchased from the BUHSD's water capacity within the North Airport Road Water Campus (NARWC). The remaining 222 GPM needed for the development will be provided by the City of Buckeye in exchange for ownership of 6.5 acres of the RDP Land, LLC's real property to be acquired under their agreement BUHSD. The City will use the 6.5 acres of property acquired in the exchange to expand the NARWC.

As detailed in sections 1.3, 2.2, and 2.4 of the agreement, the fair market value of the 6.5 acres of real property to be exchanged is $1,415,700.00; and the value of the 222 GPM of water capacity to be exchanged is $1,410,938.76 (a difference of $4,761.24).

FUTURE ACTION:
None.

FINANCIAL IMPACT STATEMENT:
None.

BUDGETED:
No

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
TH 9.24.24 Agreement.Executed.RDP Land.pdf

NORTH AIRPORT ROAD
WATER CAMPUS EXPANSION/EXCHANGE AGREEMENT

THIS NORTH AIRPORT ROAD WATER CAMPUS EXPANSION/EXCHANGE AGREEMENT ("**Agreement**") is entered into as of the _____ day of _____, 2024 ("**Effective Date**") by and between the City of Buckeye, an Arizona municipal corporation ("**City**") and RDP Land, LLC, an Arizona limited liability company ("**Owner**"). City and Owner shall be referred to herein collectively as "**Parties**" and individually as "**Party**."

RECITALS

A. Owner is under contract with Buckeye Union High School District #201 (the "**District**") to acquire approximately 46.16 acres of real property generally located at the northeast corner of Verrado Way and Van Buren Street, legally described and depicted in Exhibit A ("**Owner's Property**") as part of an exchange agreement transaction with the District (the "**Exchange Transaction**").

B. Owner anticipates closing the Exchange Transaction and acquiring Owner's Property from the District (the "**Exchange Transaction Closing**") on or before June 4, 2025 (the "**Outside Closing Date**"). In the event Exchange Transaction Closing occurs prior to the Outside Closing Date, then the "**Closing Date**" as otherwise referred to in this Agreement shall be the date Owner actually acquires fee title to Owner's Property.

C. City owns approximately 4.44 acres or real property generally located on the north side of the Van Buren Street alignment and directly adjacent on the south and east to Owner's Property, as well as .54 acres of real property on the south side of Fillmore Street and directly adjacent on the north and east of Owner's Property, collectively these City properties are legally described in Exhibit B ("**City's Property**"), on which is located City's North Airport Road Water Campus and North Airport well site #2 (collectively, the "**NARWC**").

D. City desires to acquire the approximately 6.5 acres of Owner's Property's located adjacent to City's Property, legally described and depicted in Exhibit C ("**Expansion Property**"), for the purpose of expanding the NARWC.

E. Owner plans to develop Owner's Property with a mixture of multi-family residential and commercial/office/retail uses.

F. Owner is under contract with the District to purchase 66 gallons per minute ("**GPM**") of the District's water capacity in the NARWC (the "**District Water Capacity Transaction**") and will need additional water capacity to complete the development of Owner's Property as contemplated by Owner.

G. Owner agrees to convey the Expansion Property to City in exchange for the water capacity needed for the development of Owner's Property as contemplated by Owner, and City agrees to convey the water capacity needed for the development of Owner's Property in exchange for the Expansion Property.

H. The purpose of this Agreement is to memorialize the terms and conditions of the exchange between the Parties.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises set forth in this Agreement, the Parties state, confirm and agree as follows.

1. Expansion Property. Owner is currently under contract to purchase the Expansion Property from the District, and following closing will legally be able to convey the Expansion Property to City.

1.1. Phase 1/ALTA. Prior to the Effective Date, Owner has provided City with a Phase 1 environmental assessment covering the Expansion Property (the "**Phase I**"), and an ALTA survey covering the Expansion Property (the "**ALTA**"), and City has reviewed and approved the Phase 1 and ALTA. Owner shall provide an updated Phase 1 and ALTA within thirty (30) days following the Closing Date.

1.2. Owner Conveyance. Within thirty (30) days following the later of (a) City's approval of the updated Phase 1 and ALTA, and (b) the Exchange Transaction Closing, Owner shall sign and convey to City the Special Warranty Deed for the Expansion Property, attached hereto as Exhibit D. City shall record the Special Warranty Deed for the Expansion Property within ten (10) following receipt of same from Owner. Upon City's recordation of the Special Warranty Deed for the Expansion property, Owner shall be deemed to have received 222 GPM water capacity from City as described in Section 2.3.

1.3. Value of Expansion Property. As part of the Exchange Transaction, Owner intends to acquire the Expansion Property from the District, and the agreed-upon fair market value of Owner's Property (which includes the Expansion Property) is $217,800/acre. The agreed-upon fair market value of the Expansion Property is $1,415,700.00.

2. Water Capacity. City currently owns and controls 711 GPM of water capacity in the NARWC and is legally able to convey a portion of its water capacity to Owner.

2.1. Owner's Water Capacity. Owner is under contract with District to purchase 66 GPM in the NARWC as part of the District Water Capacity Transaction.

2.2. Owner's Property Water Capacity Demands. Owner plans to develop Owner's Property with 935 multi-family units and 4 acres of commercial/office/retail. City confirms that the water capacity needed to fully develop Owner's Property as planned is 288 GPM, calculated as follows.

935 units x 240 gallons per day ("**GPD**") (GPD/unit x 1.8 (max day factor) / 24 (hours) / 60 (minutes) = **280.5 GPM**
4 acres of commercial/office/retail x 1,500 GPD/acre x 1.8 (max day factor) / 24 (hours) / 60 (minutes) = **7.5 GPM**
280.5 residential GPM + 7.5 commercial/office/retail GPM = **288 total GPM**

Based on Owner purchasing 66 GPM from the District as part of the District Water Capacity Transaction, the amount of water Owner needs from City to fully develop Owner's Property is 222 GPM.

2.3. City Conveyance. Upon City's recordation of the Special Warranty Deed for the Expansion Property, City shall be deemed to have conveyed 222 GPM of water capacity in the NARWC to Owner. Within ten (10) days following City's recordation of the Special Warranty Deed for the Expansion Property, City shall execute and deliver to Owner a Bill of Sale for 222 GPM of water capacity in the NARWC, using the form attached hereto as Exhibit E. Owner agrees to execute the Bill of Sale promptly after receiving it from City and to provide City with a complete signed copy. In the event the development of Owner's Property does not require 222 GPM of City's water capacity, then any unused water capacity shall revert to City without any further action by the Parties and without compensation to Owner. Owner shall have no right to sell any unused water capacity, or use any of the 222 GPM on property other than Owner's Property as described and depicted in Exhibit A.

2.4. Value of Water Capacity. The cost for 1 GPM of City's water capacity in the NARWC is $6,355.58. The value of 222 GPM of water capacity in the NARWC is $1,410,938.76.

2.5. Additional Water Capacity. In the event Owner modifies its development plan for Owner's Property and needs additional water capacity above and beyond 288 GPM to fully develop Owner's Property, Owner shall be required to acquire additional water capacity from a third party, or work with the City to develop additional water capacity for City's water system. City shall not approve any site plan/final plat for the development of Owner's Property that requires more than 288 GPM of water capacity until such time as Owner has obtained the additional water capacity needed to develop Owner's Property.

3. Sewer Capacity. Owner shall be required to purchase sewer capacity in the Sundance WWTP to develop Owner's Property. City agrees that Owner shall acquire the sewer capacity needed to develop Owner's Property by paying City the Reimbursement Fee defined in the Eighth Amendment to Agreement (Sundance WWTP), recorded as Instrument No. 2021-0090612 in the Maricopa County Recorder's Office, and described in the table attached hereto as Exhibit F. Owner may acquire sewer capacity as needed (in phases) but prior to City's issuance of the first building permit within an approved site plan for the phase being developed.

4. General Provisions.

4.1. Conflicts of Interest. The Parties acknowledge that this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, as amended.

4.2. Indemnity. Owner (or its successors 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 reasonable attorneys' fees) ("**Claims**") to which any such Indemnified Party may become subject, at law or equity or otherwise, insofar as such Claims (or actions in

respect thereof) arise out of or are based upon any provisions of this Agreement, except for those Claims which have been caused by the City's gross negligence or intentional misconduct.

4.3. Defaults. Failure or unreasonable delay by either Party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days after written notice thereof from the other Party ("**Cure Period**") shall constitute a default under this Agreement; provided, however, that if the failure or delay is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then such Party shall have such additional time as may be necessary to perform or comply so long as such Party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not satisfactorily cured within the Cure Period, the non-defaulting Party shall have all rights and remedies available at law and equity. Notwithstanding anything in this Agreement, any damages shall be limited to actual damages and neither Party shall be entitled to or liable for any consequential, punitive, special or exemplary damages.

4.4. Waiver of Claims. 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 Owner's Property now or in the future under the provisions of A.R.S. Sections 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 Owner's Property and such increase exceeds any possible reduction in the fair market value of Owner's Property 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 Owner's Property.

4.5. Force Majeure. The performance of any Party and the duration of this Agreement shall be extended by any causes that are beyond the control of the Party required to perform, such as an act of God; pandemic; civil or military disturbance.

4.6. Dispute Resolution. The Parties shall be limited to the remedies and dispute resolution process set forth in Exhibit G attached hereto concerning any dispute, controversy, claim, or cause of action arising out of or relating to this Agreement. The Parties agree that any award rendered by the arbitrator (as defined in Exhibit G) pursuant to the provisions of Exhibit G shall be binding on all Parties, and if a Party does not abide by the award rendered by the arbitrator, the provisions of Exhibit G shall apply.

4.7. Term. The term of this Agreement shall commence on the Effective Date, and automatically expire without the need for further notice or execution of any documentation by either Party upon the earlier to occur of (a) the date on which Owner has completed development of the entirety of Owner's Property; or (b) the date that is twenty (20) years from the Effective Date. In the event the Exchange Transaction Closing fails to occur on or before the Outside

Closing Date, then this Agreement shall automatically terminate, and neither Party shall have any obligation to perform pursuant to this Agreement.

4.8. No Agency or Partnership. Neither Party is acting as the agent of the other with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture or other business relationship between the Parties.

4.9. No Third-Party Beneficiary. This Agreement shall not create any third-party beneficiary rights to any person or entity who is not a party to this Agreement, including any lender, unless expressly provided to the contrary in this Agreement (and then only to the extent so provided).

4.10. Time of Essence. Time is of the essence of this Agreement.

4.11. Benefit and Binding Effect. This Agreement shall be for the benefit of and binding upon the Parties hereto and their successors and assigns.

4.12. Amendment. Any amendment to this Agreement shall be in writing and approved by the Parties.

4.13. Notices and Filings. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally, emailed or sent by certified United States Mail, postage pre-paid, return receipt requested if to:

City:	City of Buckeye Attn: Dan Cotterman, City Manager 530 East Monroe Avenue Buckeye, AZ 85326 Email: dcotterman@buckeyeaz.gov
With a copy to:	City of Buckeye Attn: K. Scott McCoy, City Attorney 530 East Monroe Avenue Buckeye, AZ 85326 Email: smccoy@buckeyeaz.gov
Owner:	RDP Land, LLC 8135 East Indian Bend Road Suite 101 Scottsdale, Arizona 85250 Attn: Robert A. Lyles Email: rob@livegreenlight.com

With a copy to: Gilbert Blilie PLLC
Attn: Jeffrey Blilie
710 N. 44th Street
Phoenix, Arizona 85008
Email: jblilie@gilbertblilie.com

With a copy to: Snell & Wilmer L.L.P.
Attn: Ryan Konsdorf
1 East Washington Street, Suite 2700
Phoenix, Arizona 85004
Email: rkonsdorf@swlaw.com

or to such other address or addresses as may hereafter be specified by notice given by any of the above for itself to the others. Any notice or other communication directed to any Party shall become effective upon the earliest of the following: (a) actual receipt by that Party; or (b) thirty-six (36) hours after deposit with the United States Postal Service, addressed to the Party.

4.14. Governing Law. This Agreement shall be governed by and construed under the laws of the state of Arizona, and any litigation shall take place only in Maricopa County, Arizona.

4.15. Attorneys' Fees. The prevailing Party in any litigation in connection with this Agreement shall be entitled to its attorneys' fees and costs.

4.16. No Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by a Party of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

4.17. 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.

4.18. Exhibits; Merger. This Agreement, together with the following exhibits, attached hereto and incorporated herein by this reference, constitute the entire agreement between the Parties. All prior contemporaneous agreements, representations and understandings of the Parties, oral or written, with respect thereto are hereby superseded and merged herein.

Exhibit A	Legal Description and Depiction of Owner's Property
Exhibit B	Legal Description of City's Property
Exhibit C	Legal Description and Depiction of Expansion Property
Exhibit D	Special Warranty Deed for Expansion Property

Exhibit E	Bill of Sale for Water Capacity
Exhibit F	Sewer Fee Calculation Table
Exhibit G	Dispute Resolution Provisions

4.19. Representations and Warranties. As of the date of the execution of this Agreement, the Parties represent and warrant to each other as follows:

a) By Owner:

(i) Owner is a limited liability company formed and in good standing in its State of incorporation or formation and duly qualified to do business in Arizona.

(ii) Owner has the authority, including the person signing for Owner, and the right to enter into this Agreement as authorized by the board of directors or members of Owner at duly noticed meetings at which quorums were present.

(iii) Owner is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

(iv) Owner has not relied on any representations or warranties of the City other than those expressly set forth in this Agreement.

b) By City: This Agreement was approved at a duly noticed and held public meeting by the Mayor and City Council, at which a quorum was present and the execution of this Agreement was authorized in accordance with the terms of this Agreement.

4.20. Assignment. Owner's rights and obligations hereunder may be assigned and assumed with the prior written consent of City which such consent shall not be unreasonably withheld, conditioned or delayed. The express assignment and assumption of Owner's rights and obligations shall be made by a written instrument recorded in the Official Records of Maricopa County, Arizona, and shall be signed by assignor and assignee with City's written consent, not be unreasonably withheld, conditioned or delayed. Owner's rights and obligations hereunder shall terminate effective upon the assumption by such assignee of such rights and obligations, and the City's consent thereof. Notwithstanding the foregoing, Owner shall not be required to seek City approval of internal assignments, or assignments between entities directly or indirectly owned or controlled by, controlling, or under common control with Owner or to which Owner is a party.

4.21. Counterpart Signature. This Agreement may be executed in counterpart, each of which shall be deemed an original, and all of which combined shall constitute one and the same instrument.

4.22. Condition for Exchange Transaction Closing. The rights, obligations and covenants set forth in this Agreement are conditional upon and shall be effective only upon Owner successfully acquiring fee title to Owner's Property as part of the Exchange Transaction Closing.

[signatures appear on following pages]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CITY OF BUCKEYE, ARIZONA, an Arizona municipal corporation

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

STATE OF ARIZONA)
ss.
COUNTY OF MARICOPA)

On this _____ day of _____, 2024, before me personally appeared Eric W. Orsborn, Mayor of the City of Buckeye, Arizona, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed this Agreement on behalf of the City.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

(Seal and Expiration Date)

_____
Notary Public in and for the State of Arizona

RDP LAND, LLC, an Arizona limited liability company

By: RDP Commercial, LLC, an Arizona limited liability company
Its: Manager

Robert Lyles, Manager

STATE OF ARIZONA)
ss.
COUNTY OF MARICOPA)

On this 6 day of September, 2024, before me personally appeared Robert Lyles, Manager of RDP Commercial, LLC, an Arizona limited liability company, as Manager of RDP Land, LLC, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed this Agreement on behalf of Owner.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

(Seal and Expiration Date)

Notary Public in and for the State of Arizona

JESSICA MARIE LAWSON
Notary Public - Arizona
Maricopa County
Commission # 608443
My Comm. Expires Jul 14, 2025

EXHIBIT A
TO
NORTH AIRPORT ROAD
WATER CAMPUS EXPANSION/EXCHANGE AGREEMENT

Legal Description and Depiction of Owner's Property

[see following pages]

LOT FIVE (5) AND THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4SE1/4), EXCEPT THE EAST 660 FEET THEREOF, OF SECTION SIX (6), TOWNSHIP ONE NORTH (T1N), RANGE TWO WEST (R2W), GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 6, , SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT FIVE, MARKED BY A BRASS CAP IN HANDHOLE STAMPED 'TOWN OF BUCKEYE' FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 6, MARKED BY A BRASS CAP IN HANDHOLE STAMPED 'TOWN OF BUCKEYE' BEARS NORTH 00°26'05" EAST, A DISTANCE OF 2645.02 FEET;

THENCE SOUTH 89°26'25" EAST, ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 125.00 FEET TO THE **POINT OF BEGINNING;**

THENCE NORTH 00°26'05" EAST, A DISTANCE OF 65.00 FEET;

THENCE NORTH 44°30'04" WEST, A DISTANCE OF 63.71 FEET;

THENCE NORTH 00°26'05" EAST, A DISTANCE OF 330.80 FEET;

THENCE NORTH 89°33'55" WEST, A DISTANCE OF 15.00 FEET;

THENCE NORTH 00°26'05" EAST, A DISTANCE OF 816.58 FEET;

THENCE NORTH 45°30'18" EAST, A DISTANCE OF 42.37 FEET;

THENCE SOUTH 89°25'30" EAST, A DISTANCE OF 1,451.53 FEET TO A CURVE CONCAVE SOUTH, HAVING A RADIUS OF 55.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°05'48", A DISTANCE OF 33.69 FEET TO A REVERSE CURVE CONCAVE NORTHWEST, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 125°13'34";

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 120.21 FEET;

THENCE ALONG A NON-TANGENT LINE, SOUTH 89°25'30" EAST, A DISTANCE OF 7.97 FEET;

THENCE SOUTH 00°20'05" WEST, A DISTANCE OF 154.00 FEET;

THENCE SOUTH 89°25'30" EAST, A DISTANCE OF 155.08 FEET;

THENCE SOUTH 00°17'55" WEST, A DISTANCE OF 688.04 FEET;

THENCE NORTH 89°28'02" WEST, A DISTANCE OF 47.27 FEET;

THENCE NORTH 00°00'07" EAST, A DISTANCE OF 24.34 FEET;

THENCE NORTH 89°28'21" WEST, A DISTANCE OF 340.20 FEET;

THENCE SOUTH 00°19'48" WEST, A DISTANCE OF 504.09 FEET;

THENCE NORTH 89°26'25" WEST, A DISTANCE OF 1,318.07 FEET TO THE **POINT OF BEGINNING**.

EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND AS CONVEYED BY THAT CERTAIN GENERAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2010-0225166 OF OFFICIAL RECORDS, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT FIVE, MARKED BY A BRASS CAP IN HANDHOLE STAMPED 'TOWN OF BUCKEYE' FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 6, MARKED BY A BRASS CAP IN HANDHOLE STAMPED 'TOWN OF BUCKEYE' BEARS NORTH 00°26'05" EAST, A DISTANCE OF 2645.02 FEET;

THENCE NORTH 00°26'05" EAST, ALONG THE WEST LINE OF SAID LOT 5 AND THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 276.00 FEET;

THENCE SOUTH 89°26'25" EAST, A DISTANCE OF 150.00 FEET TO THE **POINT OF BEGINNING**;

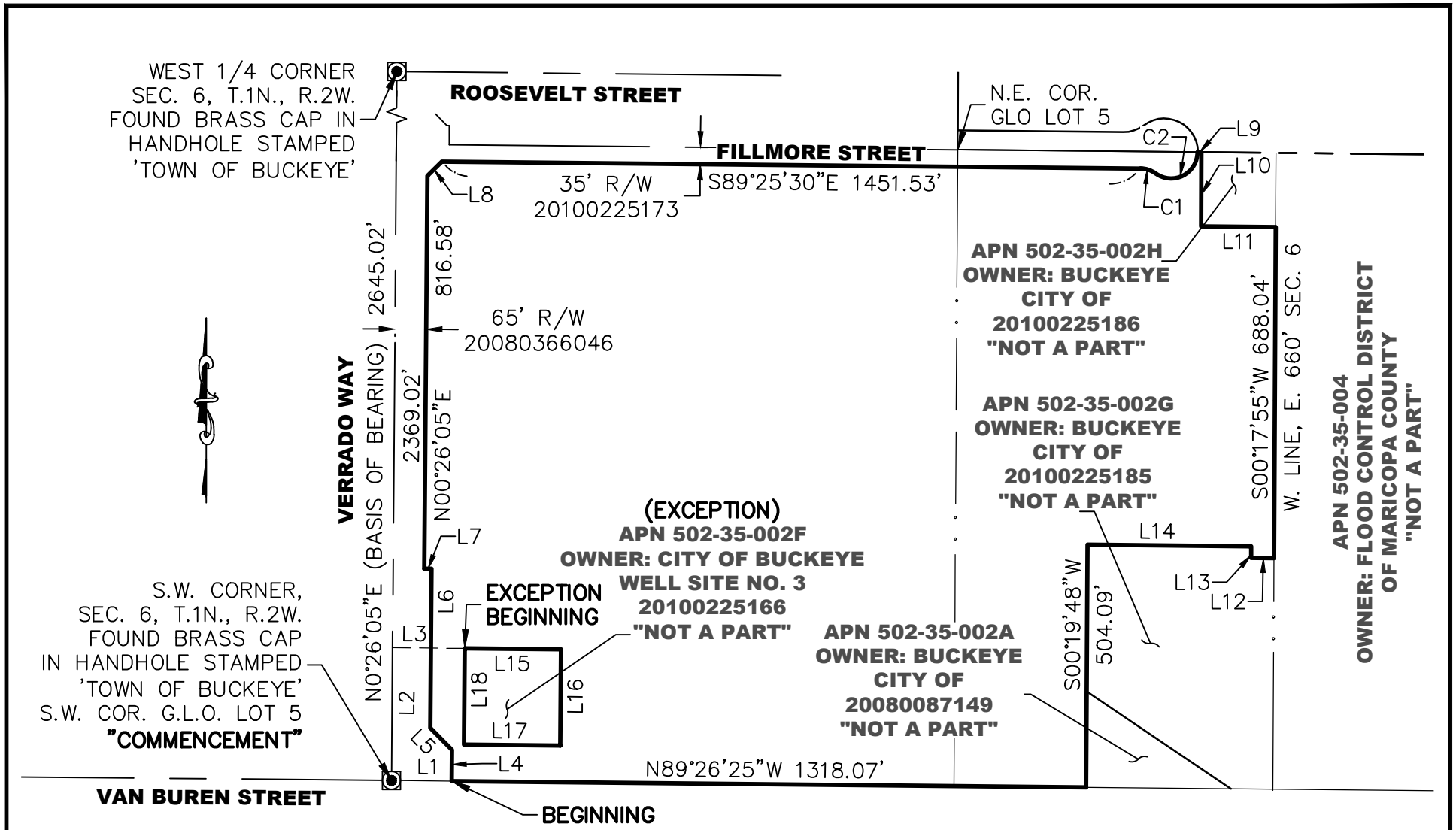
THENCE CONTINUING SOUTH 89°26'25" EAST, A DISTANCE OF 200.00 FEET;

THENCE SOUTH 00°26'05" WEST, A DISTANCE OF 200.00 FEET;

THENCE NORTH 89°26'25" WEST, A DISTANCE OF 200.00 FEET;

THENCE NORTH 00°26'05" EAST, A DISTANCE OF 200.00 FEET TO THE POINT OF **BEGINNING**.

SAID NET PARCEL CONTAINS 2,006,423 SQUARE FEET OR 46.061 ACRES, MORE OR LESS.



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
41894
ERIC L.
SOSTROM
7/31/24
Date Signed
ARIZONA U.S.A.

RICK ENGINEERING COMPANY
2401 W PEORIA AVE, STE 130
PHOENIX, AZ 85029
602.957.3350
rickengineering.com
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

LEGAL DESCRIPTION

CABANA BUCKEYE

BUCKEYE, ARIZONA

DRAWING:	BNDY–NET–EXHIBIT.DWG				
JOB#	P7003	SCALE:	NTS	SHT:	1 OF 2
DRAFTER:	PJE	CHK:	ELS	DATE:	7/31/24

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S89°26'25"E	125.00'
L2	N00°26'05"E	276.00'
L3	S89°26'25"E	150.00'
L4	N00°26'05"E	65.00'
L5	N44°30'04"W	63.71'
L6	N00°26'05"E	330.80'
L7	N89°33'55"W	15.00'
L8	N45°30'18"E	42.37'
L9	S89°25'30"E	7.97'

LINE TABLE		
LINE	DIRECTION	LENGTH
L10	S00°20'05"W	154.00'
L11	S89°25'30"E	155.08'
L12	N89°28'02"W	47.27'
L13	N00°00'07"E	24.34'
L14	N89°28'21"W	340.20'
L15	S89°26'25"E	200.00'
L16	S00°26'05"W	200.00'
L17	N89°26'25"W	200.00'
L18	N00°26'05"E	200.00'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	35°05'48"	55.00'	33.69'	S71°52'36"E 33.17'
C2	125°13'34"	55.00'	120.21'	N63°03'31"E 97.67'

RICK ENGINEERING COMPANY
2401 W PEORIA AVE, STE 130
PHOENIX, AZ 85029
602.957.3350
rickengineering.com
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

LEGAL DESCRIPTION

CABANA BUCKEYE

BUCKEYE, ARIZONA

DRAWING:	BNDY-NET-EXHIBIT.DWG				
JOB#	P7003	SCALE:	NTS	SHT:	2 OF 2
DRAFTER:	PJE	CHK:	ELS	DATE:	7/31/24

EXHIBIT B
TO
NORTH AIRPORT ROAD
WATER CAMPUS EXPANSION/EXCHANGE AGREEMENT

Legal Description of City's Property

WATER CAMPUS

A WATER CAMPUS SITUATE IN A PORTION OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 6, MONUMENTED BY A STONE, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 6, MONUMENTED BY A STONE, BEARS AS A BASIS OF BEARINGS NORTH 00°26'05" EAST, A DISTANCE OF 2644.89 FEET;

THENCE SOUTH 89°26'17" EAST ALONG THE SOUTHERLY LINE OF THE SOUTH HALF OF SAID SECTION 6, A DISTANCE OF 1744.34 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 56°01'34" WEST, A DISTANCE OF 361.88 FEET;

THENCE NORTH 00°19'48" EAST, A DISTANCE OF 304.81 FEET;

THENCE SOUTH 89°28'21" EAST, A DISTANCE OF 340.20 FEET;

THENCE SOUTH 00°00'07" WEST, A DISTANCE OF 24.34 FEET;

THENCE SOUTH 89°28'02" EAST, A DISTANCE OF 45.87 FEET;

THENCE SOUTH 00°19'48" WEST, A DISTANCE OF 479.97 FEET TO A POINT ON THE SOUTHERLY LINE OF THE SOUTH HALF OF SAID SECTION 6;

THENCE NORTH 89°26'17" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 84.94 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED WATER CAMPUS CONTAINS 163,591 SQUARE FEET OR 3.7555 ACRES MORE OR LESS.

WELL SITE #2

A WELLSITE SITUATE IN A PORTION OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 6, MONUMENTED BY A BRASS CAP IN HAND HOLE, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 6, MONUMENTED BY A BRASS CAP IN HAND HOLE, BEARS AS A BASIS OF BEARINGS SOUTH 00°26'05" WEST, A DISTANCE OF 2644.79 FEET;

THENCE SOUTH 00°26'05" WEST ALONG THE WESTERLY LINE OF THE SOUTH HALF OF SAID SECTION 6, A DISTANCE OF 1322.39 FEET TO THE NORTHWEST CORNER OF GLO LOT 5, SECTION 6;

THENCE SOUTH 89°25'30" EAST ALONG THE NORTHERLY LINE OF SAID GLO LOT 5 AND THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 1672.86 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°25'30" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 154.00 FEET;

THENCE SOUTH 00°20'50" WEST, A DISTANCE OF 154.00 FEET;

THENCE NORTH 89°25'30" WEST, A DISTANCE OF 154.00 FEET;

THENCE NORTH 00°20'05" EAST, A DISTANCE OF 154.00 FEET TO THE TRUE POINT OF BEG1NN1NG.

THE ABOVE DESCRIBED WELLSITE CONTAINS 23,716 SQUARE FEET OR 0.5444 ACRES MORE OR LESS.

EXHIBIT C
TO
NORTH AIRPORT ROAD
WATER CAMPUS EXPANSION/EXCHANGE AGREEMENT

Legal Description and Depiction of Expansion Property

[see following pages]

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6 TOWNSHIP 1 NORTH RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 6, MARKED BY A BRASS CAP IN HANDHOLE STAMPED 'TOWN OF BUCKEYE' FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 6, MARKED BY A BRASS CAP IN HANDHOLE STAMPED 'TOWN OF BUCKEYE' BEARS NORTH 00°26'05" EAST, A DISTANCE OF 2645.02 FEET;

THENCE SOUTH 89°26'25" EAST, ALONG THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 1443.07 FEET**;**

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°19'48" EAST, A DISTANCE OF 504.09 FEET THE NORTHWEST CORNER OF THEAT DEED 2010-225185, CR, BEING THE **POINT OF BEGINNING;**

THENCE CONTINUE NORTH 00°19'48" EAST, A DISTANCE OF 782.89 FEET TO THE SOUTH RIGHT OF WAY LINE OF FILLMORE STREET;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°25'30" EAST, A DISTANCE OF 105.80 FEET TO A CURVE CONCAVE SOUTH, HAVING A RADIUS OF 55.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°05'48", A DISTANCE OF 33.69 FEET TO A REVERSE CURVE CONCAVE NORTHWEST, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 125°13'34";

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 120.21 FEET;

THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, ALONG A NON-TANGENT LINE, SOUTH 89°25'30" EAST, A DISTANCE OF 7.97 FEET TO THE NORTHWEST CORNER OF DEED 2010-225186;

THENCE SOUTH 00°20'05" WEST, A DISTANCE OF 154.00 FEET TO THE WEST LINE OF THE EAST 660 FEET OF SECTION 6;

THENCE SOUTH 89°25'30" EAST, A DISTANCE OF 155.08 FEET THE WEST LIEN OF THE EAST 660 FEET OF SECTION 6;

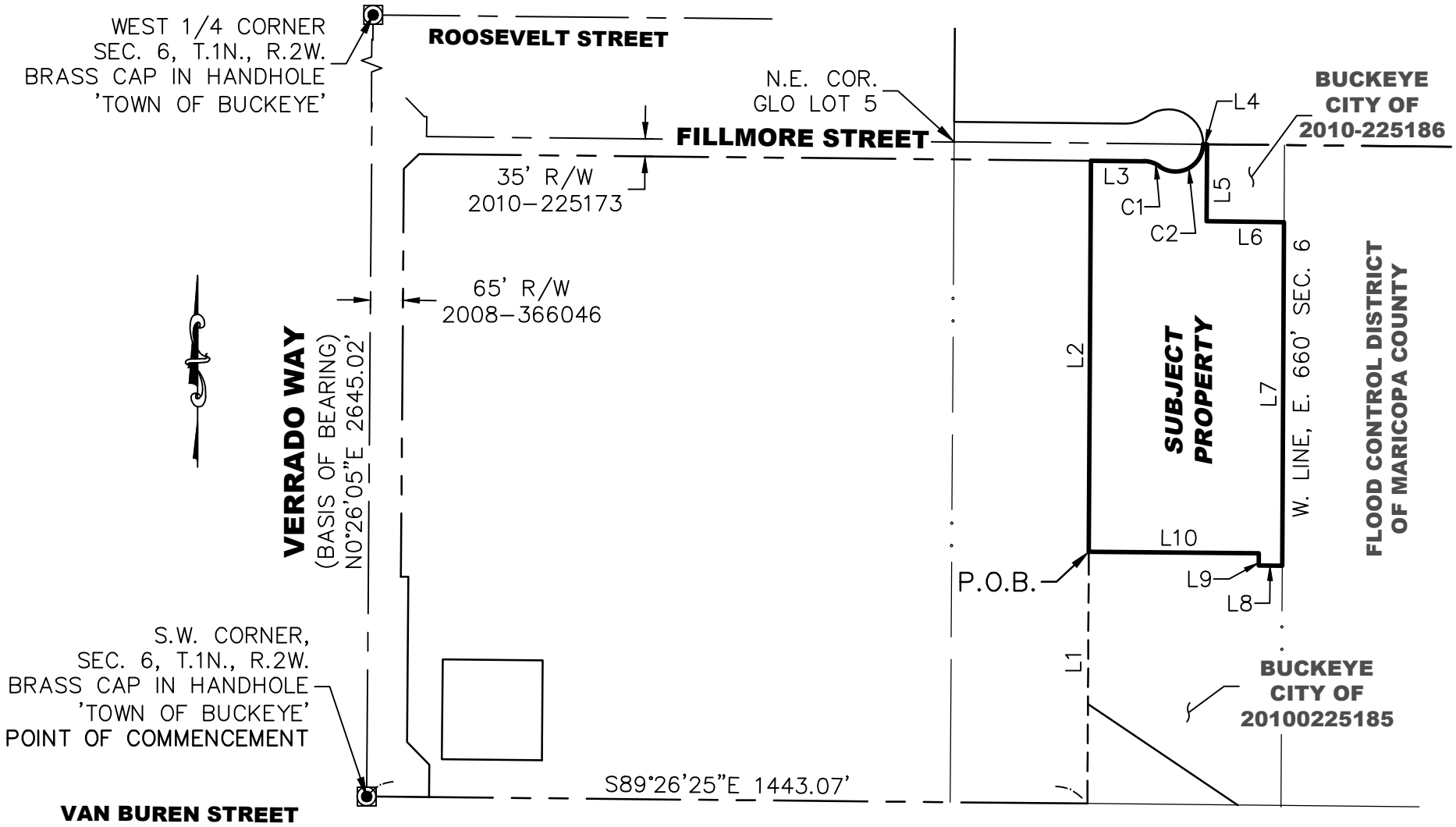
THENCE ALONG SAID WEST LINE, SOUTH 00°17'55" WEST, A DISTANCE OF 688.04 FEET TO THE NORTH LINE OF SAID DEED NO.2010-225185;

THENCE NORTH 89°28'02" WEST, A DISTANCE OF 47.27 FEET;

THENCE NORTH 00°00'07" EAST, A DISTANCE OF 24.34 FEET;

THENCE NORTH 89°28'21" WEST, A DISTANCE OF 340.20 FEET;
TO THE **POINT OF BEGINNING**.

CONTAINS 285,134 SQUARE FEET OR 6.546 ACRES, MORE OR LESS.



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
41894
ERIC L.
SOSTROM
09/03/24
Date Signed
ARIZONA U.S.A.

RICK

2401 W PEORIA AVE, SUITE 130
PHOENIX, AZ 85029
602-957-3350
rickengineering.com

SAN DIEGO ORANGE RIVERSIDE SACRAMENTO SAN LUIS OBISPO
SANTA CLARITA PHOENIX TUCSON LAS VEGAS DENVER

LEGAL DESCRIPTION

WATER CAMPUS EXPANSION

BUCKEYE, ARIZONA

DRAWING:	BNDY-NET-EXHIBIT.DWG				
JOB#	P7003	SCALE:	NTS	SHT:	1 OF 2
DRAFTER:	NEA	CHK:	ELS	DATE:	09/03/24

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N00°19'48"E	504.09'
L2	N00°19'48"E	782.89'
L3	S89°25'30"E	105.80'
L4	S89°25'30"E	7.97'
L5	S00°20'05"W	154.00'
L6	S89°25'30"E	155.08'
L7	S00°17'55"W	688.04'
L8	N89°28'02"W	47.27'
L9	N00°00'07"E	24.34'
L10	N89°28'21"W	340.20'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	35°05'48"	55.00'	33.69'	S71°52'36"E 33.17'
C2	125°13'34"	55.00'	120.21'	N63°03'31"E 97.67'

RICK

2401 W PEORIA AVE, SUITE 130
PHOENIX, AZ 85029
602-957-3350
rickengineering.com

SAN DIEGO ORANGE RIVERSIDE SACRAMENTO SAN LUIS OBISPO
SANTA CLARITA PHOENIX TUCSON LAS VEGAS DENVER

LEGAL DESCRIPTION

WATER CAMPUS EXPANSION

BUCKEYE, ARIZONA

DRAWING:	BNDY-NET-EXHIBIT.DWG				
JOB#	P7003	SCALE:	NTS	SHT:	2 OF 2
DRAFTER:	NEA	CHK:	ELS	DATE:	09/03/24

EXHIBIT D
TO
NORTH AIRPORT ROAD
WATER CAMPUS EXPANSION/EXCHANGE AGREEMENT

Special Warranty Deed for Expansion Property

[see following pages]

WHEN RECORDED, MAIL TO:

City of Buckeye, Arizona
ATTN: Lucinda J. Aja, City Clerk
530 East Monroe Avenue
Buckeye, Arizona 85326

THIS DEED IS EXEMPT FROM AFFIDAVIT PURSUANT TO A.R.S. § 11-1134.A.3.

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RDP LAND, LLC, an Arizona limited liability company (the "***Grantor***"), does hereby convey to the CITY OF BUCKEYE, ARIZONA, an Arizona municipal corporation ("***Grantee***"), that certain real property situated in Maricopa County, Arizona, and legally described on Exhibit A attached hereto and incorporated herein by this reference, together with all rights, privileges, easements and appurtenant benefits relating thereto and all improvements located thereon (collectively, the "***Property***").

Subject to matters of record and matters that an accurate ALTA/ACSM survey of the Property will reveal, including, without limitation, the matters set forth on Exhibit B attached hereto and incorporated herein by this reference.

Grantor hereby binds itself and its successors to warrant and defend the title to Grantee against the acts of the Grantor and no other.

[signatures on following pages]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the ___ day of _____, 20__.

GRANTOR:

RDP LAND, LLC, an Arizona limited liability company

By: RDP Commercial, LLC, an Arizona limited liability company
Its: Manager

_____
Robert Lyles, Manager

STATE OF ARIZONA)
ss.
COUNTY OF MARICOPA)

On this _____ day of _____, 20__, before me personally appeared Robert Lyles, Manager of RDP Commercial, LLC, an Arizona limited liability company, as Manager of RDP Land, LLC, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed this Agreement on behalf of Owner.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

(Seal and Expiration Date)

_____
Notary Public in and for the State of Arizona

GRANTEE:

CITY OF BUCKEYE, an Arizona municipal corporation

_____
Dan Cotterman, City Manager

ATTEST:

_____
Lucinda J. Aja, City Clerk

STATE OF ARIZONA)
ss.
COUNTY OF MARICOPA)

On this _____ day of _____, 20__, before me personally appeared Dan Cotterman, City Manager of the City of Buckeye, Arizona, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed this Agreement on behalf of the City.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

(Seal and Expiration Date)

_____
Notary Public in and for the State of Arizona

EXHIBIT A
TO
SPECIAL WARRANTY DEED

Legal Description of Property

EXHIBIT B
TO
SPECIAL WARRANTY DEED

Permitted Encumbrances

EXHIBIT E
TO
NORTH AIRPORT ROAD
WATER CAMPUS EXPANSION/EXCHANGE AGREEMENT

Bill of Sale for Water Capacity

BILL OF SALE
Water Capacity
(Buckeye/RDP)

The undersigned, CITY OF BUCKEYE, an Arizona municipal corporation ("**Seller**"), does hereby grant, deliver, sell, transfer, convey and assign to Buyer, its successors and assigns forever RDP LAND LLC, an Arizona limited liability company ("**Buyer**"), 222 EDUs of Seller's water capacity in the North Airport Road Water Campus.

SELLER:
CITY OF BUCKEYE,
an Arizona municipal corporation

_____
Dan Cotterman, City Manager
Date:_____

BUYER:
RDP LAND LLC,
an Arizona limited liability company

_____
Rob Lyles, Manager
Date:_____

Acknowledged By:

_____
Terry Lowe
Director Water Resources Department
Date:_____

EXHIBIT F
TO
NORTH AIRPORT ROAD
WATER CAMPUS EXPANSION/EXCHANGE AGREEMENT

Sewer Fee Calculation Table

Meter Type and Size (inches)	Sundance
Age-Restricted	$3,412
Disc Meter 1.0”	$5,459
Disc Meter 1.5”	$10,918
Disc Meter 2.0”	$17,469
Compound 3.0”	$34,939
Turbine 3.0”	$39,306
Compound 4.0”	$54,592
Turbine 4.0”	$109,184
Compound 6.0”	$109,184
Turbine 6.0”	$218,368

EXHIBIT G
TO
NORTH AIRPORT ROAD
WATER CAMPUS EXPANSION/EXCHANGE AGREEMENT

Dispute Resolution/Remedies

A. The dispute resolution process ("***Process***") and remedies set forth herein shall not apply to an action by the City to condemn or acquire by inverse condemnation all or any portion of the Land, and in the event of any such action by the City, Owner shall have all rights and remedies available to it at law or in equity.

B. If an event of default, the non-defaulting party may institute the Process, pursuant to Paragraph C below.

C. Any controversy or claim subject to the Process shall be settled by an arbitration administered by the American Arbitration Association ("***AAA***") in accordance with its Commercial Arbitration Rules ("***Rules***") (except that the terms of this Agreement and this Exhibit shall control over conflicting rules), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

D. The dispute shall be heard by a single arbitrator from a panel of qualified arbitrators located within the Phoenix metropolitan area.

E. The place of arbitration shall be Phoenix, Arizona.

F. The parties agree that the remedies available for the award by the arbitrator shall be limited to specific performance and declaratory relief and that under no circumstances shall the arbitrator issue an award of monetary damages, whether characterized as actual, consequential or otherwise, provided, however, the arbitrator may award the payment of an amount owed, or enjoin the withholding of amounts due.

G. The parties have structured this Process with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this Process. The hearing of any dispute shall be expedited and will commence as soon as practicable, but no later than forty-five (45) days after selection of the arbitrator. This deadline can be extended only with the consent of both parties to the dispute, or by decision of the arbitrator upon a showing of emergency circumstances.

H. The arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that the disputes be resolved in a prompt and efficient manner. No discovery may be had of privileged materials or information. The arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to

protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse.

I. In order to effectuate the parties' goals, the hearing, once commenced, will proceed from business day to business day until concluded, absent a showing of good cause.

J. The arbitrator shall, within thirty (30) days of the conclusion of the hearing, issue the award.

K. The arbitrator may determine how the costs and expenses of the arbitration shall be allocated between the parties and may award attorneys' fees to either party.

L. The award of the arbitrator shall be accompanied by a reasoned opinion.

M. The award of the arbitrator shall be final and binding. Except as otherwise provided in this Agreement, this Exhibit and the Commercial Arbitration Rules of the AAA, the Process shall be subject to the provisions of the Arizona Arbitration Act (A.R.S. §§ 12-1501-1518). In the event a party seeks confirmation of an award, or if there is a failure to abide by any award, either party may seek any remedy at law or equity for failure to comply with the award, but in no event shall the award be reviewed *de novo* or consequential monetary damages be ordered by the court.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 10/01/24	**AGENDA ITEM:** 4.C. CC - Ordinance No. 21-24 Amending City Code Section 2-2-2 Vice Mayor
DATE PREPARED: 09/26/24	**DISTRICT NO.:**
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 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.

SUMMARY

PROJECT DESCRIPTION:
City Code Section 2-2-2 (A) designates the first meeting in January every year to choose a vice mayor selected by a majority of the council present at the meeting. The amendment modifies the Vice Mayor election date to the first meeting in December unless some other date is deemed appropriate by City Council.

BENEFITS:
This will allow the vice mayor to be elected by city council for a one-year term beginning in December of 2024 to coincide with the seating of a new city council.

FUTURE ACTION:
Thirty days after approval, the ordinance will become effective and part of the city code.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Vice_Mayor_Ordinance 21-24.docx
Section_2-2-2_Vice_Mayor_Showing_Edited_Language (1).docx
Section 2-2-2 Vice Mayor Amended.docx

WHEN RECORDED RETURN TO:

City of Buckeye
ATTN: City Clerk, Lucinda J. Aja
530 East Monroe Avenue
Buckeye, Arizona 85326

ORDINANCE NO. 21-24

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, AMENDING THE BUCKEYE CITY CODE BY AMENDING CHAPTER 2, SECTION 2-2-2, (VICE MAYOR) TO CHANGE THE TIMING OF THE ELECTION OF THE VICE MAYOR; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY.

WHEREAS, Section 2-2-2, Subsection A of the Buckeye City Code provides for the time for which the city council shall elect a vice mayor; and

WHEREAS, the City Council has the power to amend ordinances pursuant to Article 2-5 of the Buckeye City Code; and

WHEREAS, the City Council desires to change the time for electing a vice mayor.

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 hereby incorporated as if fully set forth herein.

Section 2. The Buckeye City Code, Chapter 2, Section 2-2-2 (Vice Mayor), Subsection A of the Buckeye City Code is hereby amended to read as follows:

Section 2-2-2 - Vice Mayor

A. Each year, the council shall elect by motion a vice mayor from among their number. This election shall take place at the first regular meeting in December of each year, unless the council deems it appropriate to move the election of the vice mayor to another meeting.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed upon the effective date of this Ordinance.

Section 4. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be 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 5. The Mayor, City Manager, City Clerk, and the City Attorney are hereby authorized and directed to take all steps to 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 1st day of October, 2024.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

Section 2-2-2 - Vice Mayor

A. ~~The council shall, at the first regular meeting in January of each year, elect by motion a vice mayor from among their number.~~ EACH YEAR, THE COUNCIL SHALL ELECT BY MOTION A VICE MAYOR FROM AMONG THEIR NUMBER. THIS ELECTION SHALL TAKE PLACE AT THE FIRST REGULAR MEETING IN DECEMBER OF EACH YEAR, UNLESS THE COUNCIL DEEMS IT APPROPRIATE TO MOVE THE ELECTION OF THE VICE MAYOR TO ANOTHER MEETING.

B. The vice mayor shall be elected by majority vote of the members of council present at the election meeting. In the event that no candidate receives a majority vote, the two candidates receiving the highest number of votes shall run in a runoff vote until such time as one candidate receives a majority.

C. In the absence or disability of the mayor, the vice mayor shall serve as acting mayor and shall have all the powers, duties and responsibilities of the mayor during such absence or disability.

Section 2-2-2 - Vice Mayor

A. Each year, the council shall elect by motion a vice mayor from among their number. This election shall take place at the first regular meeting in December of each year, unless the council deems it appropriate to move the election of the vice mayor to another meeting.

B. The vice mayor shall be elected by majority vote of the members of council present at the election meeting. In the event that no candidate receives a majority vote, the two candidates receiving the highest number of votes shall run in a runoff vote until such time as one candidate receives a majority.

C. In the absence or disability of the mayor, the vice mayor shall serve as acting mayor and shall have all the powers, duties and responsibilities of the mayor during such absence or disability.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 10/01/24	**AGENDA ITEM:** 4.D. IT - Professional Services Agreement between the City of Buckeye and Layer8, LLC
DATE PREPARED: 09/26/24	**DISTRICT NO.:** ALL
STAFF LIAISON: Greg Platacz, Information Technology Director, gplatacz@buckeyeaz.gov, (623) 349-6560	
DEPARTMENT: Information Technology	**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 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.

SUMMARY

PROJECT DESCRIPTION:
Under this Professional Services Agreement Layer8 is to provide operational support to the Information Technology Department in the following areas:
Category 1: Infrastructure Design, Implementation, Installation and Support to include Network, Voice, and Video. May include but not limited to the following services: Local and Wide Area Network Planning, Design, Installation and Maintenance Telephone and Telecommunications Services: System Consulting, Application Development, System Design, and/or Project Management Common Carrier/Cable Service Planning and/or Consulting Wireless and Mobile Systems Design, Implementation and/or Management Network and Server Technical Support Log Analysis and Troubleshooting documentation Network Intrusion Detection and Prevention Wired and Wireless Networks,
Category 2: Information Technology Security and Auditing Services. May include but not limited to the following services: Planning, Implementation, and Management of Security of Data, Network, and Physical Facilities Cable TV License/Fee Audits Operating Systems, Technical Software, and/or Storage Architecture Analysis, Design, Implementation, and/or Administration Firewall/VPN Audits Information Technology Asset Management.
Category 3: Low Voltage Cabling and Installation. May include but not limited to the following services: Design and installation of structured cabling systems for telecommunications infrastructure Wi-Fi, TV Cabling and IP Technology Systems Installation of new systems and upgrades to current systems Installation of CCTV or IP Video systems, intrusion systems and access control systems Design and Installation of alarm systems Design and Installation of Audio Visual systems Working knowledge of State and National code requirements and Licensing.
Category 4: Business: Program and Project Management Services. May include but not limited to the following services: Information Technology Management, Architecture, Planning, and/or Consulting Business Continuity and Disaster Recovery Planning, Design, and/or Implementation Consult with City staff to develop Business rules, Processes, Procedures for IT, Develop Business Strategic and Tactical IT Plans and Solutions Attend Project Meetings, Develop Cost Proposals and Projections, Experience with all aspects of Project and Program Management Services, Inspection, oversight of project activities, Start-up & commissioning, training and process close out documents.

FUTURE ACTION:
The initial term of this Professional Agreement is through September 17, 2025. The Agreement may be

renewed for up to four (4) successive one-year terms.

CURRENT FISCAL YEAR TOTAL COST:
Not to exceed $900,000 annually.

BUDGETED:
Yes

FISCAL YEAR:
24/25

FUND/DEPARTMENT:
Various

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
10.1.24_L8_PROFESSIONAL_SERVICES_AGREEMENT.pdf

ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
Layer8, LLC
Contract No. 2025149

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of _____ between the City of Buckeye, an Arizona municipal corporation (the "City"), and Layer8, LLC, a Nevada limited liability company (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications, "RFQ 2024199 On-Call Information Technology Design, Program/Project Support and Installation Services," (the "RFQ"), a copy of which is on file in the City's Finance Office and incorporated herein by reference, 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 On-Call Information Technology Design Program/Project Support and Installation 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 September 17, 2025, unless terminated as otherwise provided in this Agreement. After the expiration of the Initial term, this Agreement may be renewed for up to four (4) successive one-year terms (each, a "Renewal Term") if: (i) it is deemed in the best interest of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Agreement, the Consultant approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Consultant's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. The City desires to obtain Professional On-Call Information Technology Design, Services in support of the City. In accordance with the agreement documents, a specific scope of services and fee proposal shall be negotiated for each project and be executed by individual Task Orders. Services provided by the Consultant under this agreement shall be performed in a manner consistent with that degree of care and skills ordinarily exercised by members of the same profession currently practicing under similar conditions.

2.1 Category 1: Infrastructure Design, Implementation, Installation and Support to include Network, Voice, and Video.

- Local and Wide Area Network Planning, Design, Installation and Maintenance;
- Telephone and Telecommunication Services: System Consulting, Application Development, System Design, and/or Project Management;
- Common Carrier/Cable Service Planning and/or Consulting
- Wireless and Mobile System Design, Implementation and/or Management,
- Network & Server Technology Support;
- Log Analysis and Troubleshooting documentation;
- Network Intrusion Detection and Prevention; and
- Wired and Wireless Networks.

2.2 Category 2: Information Technology Security and Auditing Services.

- Planning, Implementation, and Management of Security of Data, Network, and Physical Facilities;
- Cable TV License/Fee Audits;
- Operating Systems, Technical Software, and/or Storage Architectural Analysis, Design, Implementation, and/or Administration;
- Firewall/VPN Audits; and
- Information Technology Asset Management;

2.3 Category 3: Low Voltage Cabling and Installation.

- Design and Installation of structured cabling systems for the telecommunications infrastructure;

- Wi-Fi, TV Cabling and IP Technology Systems;
- Installation of new systems and upgrades to current systems;
- Installation of CCTV or IP Video systems, intrusion systems and access control systems;
- Design and Installation of Fire alarm systems;
- Design and Installation of Audio Visual systems; and
- Work knowledge of State and National code requirements and Licensing.

2.4 Category 4: Business Program and Project Management Services.

- Information Technology Management, Architecture, Planning, and/or Consulting;
- Business Continuity and Disaster Recovery Planning, Design, and/or Implementation;
- Consult with City staff to develop Business rules, Processes, and Procedures for IT;
- Develop Business Strategic and Tactical IT Plans and Solutions;
- Attend Project Meetings;
- Develop Cost Proposals and Projections;
- Experience with all aspects of Project and Program Management Services;
- Inspection, oversight of project activities, Start-up & commissioning, training and process close-out documents.

2.5 A detailed scope of services will be prepared for each individual project by the Consultant and submitted to the City. Requests for services will be issued in the form of a written Task Order ("Task Order") document initiated by the Finance Department. The Task Order will include a description of the project, detailed scope of services, project schedule, and the approved fee. The Consultant should receive prior approval from the Chief Financial Officer, Finance Department, prior to commencement of services on project assignments released under this Agreement.

3. Fee Schedule. The City shall pay the Consultant according to the fee schedule for the Services at the rates set forth in the Fee Proposal, attached hereto as Exhibit B and incorporated herein by reference.

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 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") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with the Consultant's work or services 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 Avenue
Buckeye, Arizona 85236
Attn: Finance Department, Procurement
Email: Contracts@buckeyeaz.gov

With copy to:
City of Buckeye
530 E. Monroe Avenue
Buckeye, Arizona 85326
Attn: K. Scott McCoy, City Attorney

If to Consultant:
Layer8, LLC
6635 W Happy Valley Rd
Suite A104
Glendale, Arizona 85310
Attn: Nolan Straabe, President
Ph: 602-999-0143
Email: nolan@layer8tech.com

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.

16.25 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 Professional Services Agreement.

[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**"

CITY OF BUCKEYE,
an Arizona municipal corporation

Dan Cotterman, City Manager

ATTEST:

Lucinda J. Aja, City Clerk

RECOMMENDED:

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

"**Consultant**"

LAYER8, LLC,
a Nevada limited liability company

Nolan Straabe

Nolan Straabe, President

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAYyVW0s8F1pmzKlQFJbz4ggGwAvDS0MOr

EXHIBIT A
TO
ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
LAYER8, LLC

[RFQ Proposal]

See following pages.

Request for Qualifications:	On-Call Information Technology (IT) Design, Program/Project Support and Installation Services Per RFQ No. 2024199

Submitted to:

City of Buckeye

Contracts Administration
530 E Monroe Ave
Buckeye, AZ 85326

Diana Landeros
Phone (623) 349-6191
dlanderos@buckeyeaz.gov

Submittal date:	July 28th, 2024

Submitted by:

Layer8, LLC
6635 W Happy Valley Rd
Suite A104
Glendale, AZ 85310

Nolan Straabe
President
nolan@layer8tech.com
(602) 999-0143

City of Buckeye
Attn: Diana Landeros
Contracts Administrator
530 E Monroe Ave
Buckeye, AZ 85326

Ms. Landeros,

Layer 8, LLC is a Limited Liability Corporation registered in the State of Nevada (EIN 30-0420643) and in good standing as a Foreign Corporation in the State of Arizona. Established in January 2006, the company is owned by Nolan Strabe. Our offices are located at 6635 W Happy Valley Rd, Suite A104, Glendale, AZ 85310. For inquiries, please contact Nolan Straabe at 602.999.0143 or via email at nolan@layer8tech.com.

Layer 8 was founded on the principles of integrity, diligence, and a passion for technology. We understand the technology landscape from the customer's perspective. Our team consists of seasoned professionals with extensive experience and deep knowledge in telecommunications and Information Technology. We are dedicated to providing superior products, solutions, staffing, design, and engineering, coupled with excellent customer service.

As an IT consultancy, Layer 8 organizes its projects to best meet our clients' needs. We realign our resources at the initiation of each project to fully optimize outcomes. To enhance our service offerings, we can leverage a consortium of multiple entities, bringing together subject matter experts, personnel, and industry professionals to deliver premium services and solutions cost-effectively.

Work will be conducted from our Glendale offices and/or onsite at City of Buckeye facilities. The majority of the work will be managed by our core team, consisting of Nolan Straabe, David Walder and Jeremy Parker with additional personnel deployed as needed based on the specific scope and technical requirements of each project.

Layer 8 has no history of litigation or terminated contracts in its professional history. We have a long and impeccable record of supporting the City of Buckeye IT staff. Our flexibility, extensive technical expertise, and thorough understanding of the City's operations uniquely qualify Layer 8 as an optimal partner for the IT department. Nolan Straabe, President of Layer 8, LLC has the authority to speak on behalf of the organization as well as signing authority for contracts.

Respectively submitted,

Nolan Straabe

(602)-999-0143
nolan@layer8tech.com
www.layer8tech.com
6635 W Happy Valley, Rd, Suite A104, Glendale, AZ 85310

SOLICITATION AMENDMENT
RFQ NO. 2024199
CITY OF BUCKEYE

AMENDMENT NO. 1

NOTE: Attach to the Request for Qualifications (RFQ). However, if the Statement of Qualifications (SOQ) has already been submitted, complete this Amendment and return for attachment to your SOQ no later than 3:00 PM, July 29, 2024.

City of Buckeye
Attn: Diana Landeros, Contracts Administrator
Finance Department
dlanderos@buckeyeaz.gov

SOLICITATION: RFQ NO. 2024199 – REQUEST FOR QUALIFICATIONS – ON-CALL INFORMATION TECHNOLOGY (IT) DESIGN, PROGRAM/PROJECT SUPPORT AND INSTALLATION SERVICES
Last Day for Questions: **July 22, 2024, no later than 3:00 PM local time**
SOQ Due Date and Time: **July 29, 2024, no later than 3:00 PM local time**

NOTICE TO CONTRACTORS:
This Amendment forms a part of the Contract and clarifies, corrects, or modifies the original Request for Qualifications documents prepared by the City of Buckeye.

The balance of the specifications and instructions remain the same. Offeror must acknowledge receipt and acceptance of this Amendment by returning the attached Solicitation Amendment Acknowledgement Page with the SOQ.

Questions from Consultants:

Q1. Is the expected work on this RFP going to be onsite requiring people based in the Maricopa County Area, or can most of this work (with the exception of cabling) be performed remotely?

A1. Most of our requests will require some onsite support as part of the engagement.

Q2. What is the requested response time with one of these engagements?

A2. Our goal will be to provide at least 30 days however we frequently receive requests with less notice.

PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS AMENDMENT BY SIGNING THE ATTACHED SOLICITATION AMENDMENT ACKNOWLEDGEMENT.

SOLICITATION AMENDMENT ACKNOWLEDGEMENT

SOLICITATION: RFQ NO. 2024199 – ON-CALL INFORMATION TECHNOLOGY (IT) DESIGN, PROGRAM/PROJECT SUPPORT AND INSTALLATION SERVICES
AMENDMENT NUMBER 1
AMENDMENT ISSUE DATE: July 15, 2024

Offeror certifies that Offeror has read, understands, and will fully and faithfully comply with this Request for Qualifications, its attachments and any referenced documents. Offeror also certifies that this SOQ was independently developed without consultation with any of the other Submitters or potential Submitters.

Name of Company: Layer 8, LLC

Authorized Signature:

Print Name and Title: Nolan Straabe

Date: 7/19/2024

Address: 6635 W Happy Valley Rd, Suite A104

City, State, Zip Code: Glendale, AZ 85310

Telephone Number: 602-999-0143

Email Address: nolan@layer8tech.com

Section A: Project Experience

Project Synopsis: Layer 8's IT Systems Implementation at Buckeye Fire Station 705

Overview

Layer 8 successfully designed and implemented a comprehensive IT infrastructure for Buckeye Fire Station 705. This project aimed to equip the new fire station with state-of-the-art technology to enhance operational efficiency, communication, and responsiveness. The project encompassed various systems, including alerting systems, station packs, dispatch communications, network infrastructure, and public and private Wi-Fi.

Key Components

1. Alerting Systems and Station Packs Layer 8 coordinated closely with Phoenix Fire to ensure that all alerting systems and station-pack were successfully integrated. Our expertise ensured seamless integration with existing protocols, enabling Buckeye Fire Station 705 to operate in sync with Phoenix Fire's alerting and dispatch systems.

2. City Network Infrastructure Layer 8 deployed a comprehensive city network infrastructure, incorporating voice, data, and video systems. This infrastructure supported various operational needs of the fire personnel, including real-time data access, secure communication channels, and high-definition video conferencing capabilities. The integration of these systems facilitated enhanced coordination during emergencies and day-to-day operations.

4. Public and Private Wi-Fi Recognizing the need for both secure and public internet access, Layer 8 implemented a dual Wi-Fi system. The private Wi-Fi network was dedicated to fire personnel, ensuring secure and reliable connectivity for critical operations. Meanwhile, the public Wi-Fi network provided internet access to visitors and non-critical devices, maintaining security without compromising performance.

5. Cable TV Systems Layer 8 integrated Cox cable TV systems to enhance the station's functionality and communication capabilities. The cable TV system provided access to Cox channel lineup in the kitchen, day room, gym and each dorm.

Coordination and Project Management

Stakeholder Coordination Layer 8 demonstrated exceptional project management by coordinating with multiple stakeholders, including the City of Buckeye, Phoenix Fire, Cox Communications, and the general contractor. Regular meetings and updates ensured that all parties were aligned, and any potential issues were promptly addressed.

Integration with City and Phoenix Fire Systems Layer 8 meticulously aligned the new systems with both Buckeye's and Phoenix Fire's existing frameworks. This involved detailed planning and collaboration to ensure compatibility and optimal performance.

Partnership with Cox Communications Layer 8 partnered with Cox Communications to deliver high-speed internet and reliable cable services. This collaboration ensured that the fire station's connectivity needs were met, supporting both operational and recreational needs.

Conclusion

Layer 8's comprehensive approach and meticulous project management resulted in the successful implementation of state-of-the-art IT systems at Buckeye Fire Station 705. By coordinating with the City of Buckeye, Phoenix Fire, Cox Communications, and the general contractor, Layer 8 delivered a fully functional, modern fire facility. This project not only enhanced the operational efficiency of the station but also set a benchmark for future technology integration in emergency services.

Project Synopsis: Air Show Event with Comprehensive Wi-Fi Infrastructure Setup

Project Overview

Over the past four years, Layer 8 has undertaken the challenge of setting up the Buckeye Air Fair event at the Buckeye Municipal airport. With little existing infrastructure to accommodate a large influx of spectators, vendors, municipal staff, public safety, and sponsors, we deployed a substantial wireless communications network. The project involved the rapid deployment of a comprehensive Wi-Fi network, surveillance systems, audiovisual support, wireless commerce solutions, and a vehicle counting system, all within tight time constraints for setup and teardown.

Objectives

1. **Wi-Fi Distribution**: Ensure reliable and high-speed Wi-Fi coverage across the entire event area, including spectator zones, vendor stalls, municipal staff areas, public safety zones, parking lots and sponsor pavilions. A dedicated network operations center (NOC) was established on-site to monitor and manage network performance, troubleshoot issues, and ensure optimal bandwidth distribution.
2. **Surveillance and Safety**: Deploy PTZ (pan-tilt-zoom) camera systems for comprehensive surveillance coverage to ensure the safety of all attendees. The surveillance feeds were shared with municipal and public safety officials to enhance coordination and response times.
3. **Audiovisual Support**: Provide high-quality audiovisual support for event presentations, including large format displays, audio systems and presenter laptop integration.
4. **Customer Service and Support**: Establish efficient customer service points and support systems to assist attendees, vendors and Buckeye staff. Roving support teams equipped with tablets provided on-the-go assistance to ensure prompt resolution of any issues.
5. **Wireless Commerce**: Enable wireless commerce for vendors and sponsors to facilitate smooth transactions during the event.
6. **Vehicle Counting**: Implement a vehicle counting system through License Plate Reading technology to manage and monitor parking and traffic flow effectively.

Conclusion

These annual projects were successfully completed within the specified timeframe, transforming the regional airport into a fully connected and secure venue capable of hosting the air show event. The implementation of a robust Wi-Fi network, comprehensive surveillance, effective customer service, and efficient wireless commerce solutions ensured a seamless and enjoyable experience for all attendees. The vehicle counting system facilitated smooth traffic management, contributing to the overall success of the event. The IT solutions firm demonstrated its expertise in deploying complex infrastructure within tight deadlines, setting a benchmark for future events.

This comprehensive approach not only met the immediate needs of the air show but also established a scalable model for similar events in the future, highlighting the firm's capabilities in handling large-scale, infrastructure-intensive projects.

Project Synopsis: City-Wide Implementation of Advanced Metering Infrastructure (AMI)

Introduction: Layer 8 successfully executed a city-wide implementation of Advanced Metering Infrastructure (AMI) in the City of Buckeye. Covering a vast 600 square mile planning area and servicing over 20,000 individual meters, this project utilized Itron AMI infrastructure in conjunction with Verizon cellular data collectors and repeaters. This transformative initiative aimed to modernize the city's water billing system, streamline operations, and enhance service delivery to residents and businesses.

Project Scope and Execution:

1. Development of Coverage Maps: The initial phase of the project involved the meticulous development of coverage maps based on wireless signal strength. Layer 8 used advanced geospatial analysis tools to assess the existing cellular network coverage across the 600 square mile area. This analysis was critical in identifying optimal locations for the installation of Verizon cellular data collectors and repeaters to ensure robust and consistent connectivity for all meters.

2. Infrastructure Support for Residential and Commercial Meters: This included configuring the Itron AMI system to handle various water usage patterns and billing requirements, ensuring that the system could seamlessly integrate data from both residential neighborhoods and commercial districts.

3. Integration into Itron's Backend Architecture and Monitoring Platform: Integration with Itron's backend architecture and monitoring platform was essential for real-time data collection, analysis, and billing. The monitoring platform provided city officials with comprehensive visibility into water usage patterns, enabling proactive maintenance and efficient resource management.

Results:

Achieving Over 99% Coverage: The successful implementation of AMI led to over 99% coverage for water billing across Buckeye. This impressive achievement was made possible by the strategic placement of Verizon data collectors and repeaters, which ensured reliable connectivity even in the most remote areas of the city.

Elimination of Manual Meter Reading: The deployment of the AMI system eliminated the need for manual meter reading and the labor-intensive practice of driving routes to collect meter data. This automation significantly reduced operational costs and improved the accuracy and timeliness of water billing.

Enhanced Customer Service and Operational Efficiency: With real-time access to meter data, city officials and utility teams could promptly address customer inquiries, detect leaks, and manage water resources more effectively. The improved efficiency translated into better service delivery and higher satisfaction among Buckeye residents and businesses.

Conclusion: Layer 8's implementation of Advanced Metering Infrastructure in Buckeye exemplifies the transformative potential of municipal technology. By leveraging Itron AMI infrastructure and Verizon's robust cellular network, Layer 8 delivered a state-of-the-art solution that modernized water billing, enhanced operational efficiency, and provided exceptional value to the City of Buckeye and its citizens. This project stands as a testament to Layer 8's commitment to innovation, excellence, and community service.

Project Synopsis: Sundance Park Phase 2 - Advanced Technological Integration for Municipal Park

Scope of Work: Our project encompassed several key components, each integral to achieving the park's goals:

1. **Fiber Optic Cabling:**
    - Installed over 2 miles of high-speed fiber optic cabling.
    - Ensured robust and reliable connectivity throughout the park.
2. **Multisensor Surveillance Cameras:**
    - Deployed advanced multisensor surveillance cameras strategically across the park.
    - Equipped cameras with capabilities for motion detection, night vision, and real-time monitoring.
    - Integrated camera feeds into the city's public safety operations center for continuous surveillance and rapid response.
3. **Complete Wi-Fi Coverage:**
    - Established seamless Wi-Fi coverage throughout the entire park.
    - Utilized high-performance access points to ensure strong, stable connectivity for visitors and park operations.
4. **Access Control for Public Restrooms:**
    - Implemented advanced access control systems for public restrooms.
    - Provided centralized control and monitoring of restroom access for security and maintenance purposes.
5. **Redundant Backhaul for City and Public Networks:**
    - Designed and installed redundant backhaul systems to ensure continuous connectivity.
    - Created failover mechanisms to maintain network uptime in case of primary network failures.
    - Enhanced the reliability and resilience of both city and public networks.
6. **Car Counting Technology:**
    - Installed car counting sensors at park entry gates.
    - Provided analytics for optimizing visitor management and improving overall park experience.

Outcome and Impact: The project successfully transformed the municipal park into a technologically advanced, safe, and connected public space. Visitors now enjoy enhanced security, uninterrupted connectivity, and improved facilities, contributing to a superior recreational experience. Additionally, the city's ability to manage and maintain the park has been significantly optimized through integrated systems and real-time data insights.

This project stands as a testament to our firm's commitment to leveraging innovative technology to improve public spaces and enhance the quality of life for communities.

Challenges Encountered During Implementation of the Real-Time Crime Center

1. Integration of Diverse Technologies

One of the primary challenges encountered during the implementation of the RTCC was integrating various technologies into a seamless, unified system. The process involved ensuring compatibility between Genetec software applications, automated license plate readers (ALPRs), IP camera systems, and the video management system (VMS). Coordinating these diverse technologies to work together without any operational hitches required extensive testing, customization, and troubleshooting.

2. Infrastructure Upgrades

The existing infrastructure of the municipal police department required significant enhancements to support the new technology. This included enhancing network bandwidth to handle high-definition video feeds, upgrading server capabilities for data storage and processing, and ensuring robust cybersecurity measures to protect sensitive information. These infrastructure improvements demanded considerable time, effort, and financial investment.

3. Training and Adaptation

Training officers and staff to effectively use the new technology posed a challenge. While one-on-one and group training programs were implemented, there was an initial learning curve as personnel adapted to the new systems and workflows. Ensuring that all users were comfortable and proficient with the technology required ongoing training sessions and support.

4. Real-Time Operational Demands

The real-time nature of the RTCC required systems that could deliver instantaneous alerts and responses without delays. Ensuring that the technology could meet these real-time operational demands under various conditions required countless hours of integration, coordination and discussions with Genetec, Motorola, Arizona DPS and MAG Regional Cooperative Network.

5. Outcomes

Currently, the City of Buckeye Police Department has access to real time camera footage from over 400 cameras deployed throughout the city. Layer 8 has integrated two Automated License Plate Reader technologies throughout the city to provide instantaneous access to stolen vehicles. The Buckeye PD has apprehended a significant number of criminals with these systems. We have implemented systems to support Buckeye's first RTTC employee to work directly with dispatch, detectives and traffic officers.

Conclusion

Despite several challenges in a new technology space, the successful implementation of the RTCC has significantly enhanced the operational capabilities of the Buckeye police department. By addressing integration issues, upgrading infrastructure, providing comprehensive training, managing data responsibly, and engaging with the other agencies, the RTCC now serves as a vital tool in maintaining public safety and supporting the police department's mission.

Synopsis of Water Billing System Audit

Overview

In a recent collaborative effort, Layer 8 partnered with Buckeye's Geographic Information System (GIS) administrator to conduct a comprehensive audit of a city's water billing system. This audit specifically targeted landscape and commercial water meters, aiming to identify discrepancies and inefficiencies in billing practices. The findings revealed significant issues leading to over a million dollars in incorrectly billed accounts. Addressing these inaccuracies resulted in either a substantial increase in city revenues or a notable reduction in water usage, ultimately benefiting the city through enhanced financial stability or improved conservation efforts.

Audit Objectives

1. **Identify Billing Discrepancies**: To locate and correct any inaccuracies in billing landscape and commercial water meters.
2. **Enhance Revenue Accuracy**: Ensure that all customers are billed correctly according to their actual water usage.
3. **Promote Water Conservation**: Encourage responsible water usage by applying accurate billing practices.

Key Findings

- **Billing Inaccuracies**: The audit uncovered that a significant number of landscape and commercial water accounts were underbilled leading to a total discrepancy of over a million dollars of unbilled revenue. This unbilled revenue would now be accurately collected year after year.

Outcomes and Benefits

- **Increased Revenues**: Correcting the billing errors resulted in an increase in revenue for the city. Accurate billing ensured that all water usage was accounted for and billed appropriately.
- **Water Conservation**: Accurate billing practices encouraged customers to monitor and potentially reduce their water usage, leading to improved water conservation efforts across the city.

Conclusion

The collaborative audit by Layer 8 and GIS administrator has had a profound impact on the city's water billing system. By identifying and rectifying billing inaccuracies, the city has benefited from increased revenues and enhanced water conservation. This audit underscores the importance of regular, detailed reviews of utility billing systems to maintain financial integrity and promote sustainable resource usage.

The success of this audit demonstrates the value of Layer 8 integrating advanced IT and GIS technologies in municipal operations, setting a precedent for future audits and improvements in other city services.

Section B: Past Performance Questionnaires

(see Appendix A)

Section C: Key Personnel

Technical Summary for Key Personnel

Key Personnel: Nolan Straabe

Experience:

- 30 years in the Information Technology (IT) and technology industry
- Over 10 years of professional consulting services to the City of Buckeye

Professional Background: Nolan Straabe is a seasoned technology professional with three decades of experience in the IT and telecommunications industry. For the past decade, he has been a pivotal figure in the City of Buckeye, providing expert IT managed services and demonstrating a comprehensive understanding of the technological needs and challenges faced by a rapidly growing municipality.

Areas of Expertise:

- **Network Engineering and Management:** Nolan excels in designing, implementing, and maintaining robust network infrastructures, ensuring reliable connectivity across all city facilities. His expertise spans low voltage cabling, fiber optic cabling, wireless backhaul radios, Wi-Fi access points, switch & routing, and firewall configuration.
- **Wireless Infrastructure and Communications:** A key player in providing wireless infrastructure, Nolan has successfully connected over 50 water resource's locations to the city network and managed RF coverage mapping for large-scale projects such as Automated Metering Infrastructure (AMI).
- **Public Safety Technology Support:** Nolan's team is instrumental in supporting public safety technology, including the public safety radio strategy with the RWC, real-time crime center implementation, and integration of new access control and traffic signal camera systems.
- **Project Management and Strategic Planning:** With extensive project management experience, Nolan has overseen the construction and technological integration of multiple new building projects, including fire stations, water campuses, well sites, municipal parks, and the airport. His strategic planning skills have been crucial in coordinating telecommunications services and installations with providers like Cox and Lum.
- **Innovation and Problem Solving:** Nolan is known for his innovative approach to addressing technology challenges. During the COVID-19 pandemic, his team rapidly deployed remote access solutions to enable work-from-home capabilities and ensure the continuity of utility billing services. Nolan's team was responsible for identifying over $1 Million dollars in unbilled revenue in the water resources department.

Key Achievements:

- Worked alongside Dave Walder to implement Automated Metering Infrastructure, enhancing water resource management efficiency.
- Leading the construction and technology integration for four fire stations, ensuring seamless connectivity and integration with Phoenix Fire tech packages and station alerting systems.
- Rapid deployment of remote access solutions during the COVID-19 pandemic, facilitating uninterrupted city operations.

- Introducing and managing multiple new systems in Buckeye, such as a real-time crime center and advanced traffic signal cameras.

Nolan Straabe's extensive experience, coupled with his innovative mindset and thorough understanding of municipal technology needs, makes him an invaluable asset for providing comprehensive technology services and support. His ability to drive technological advancements while addressing the unique challenges of a fast-growing city ensures that the City of Buckeye remains at the forefront of municipal IT infrastructure and service delivery.

Key Personnel: Dave Walder

Experience:

- Over 25 years in the IT industry
- More than 10 years of dedicated service to the City of Buckeye

Professional Background: Dave Walder is a highly skilled IT professional with over 25 years of experience in the industry. His decade-long tenure with the City of Buckeye has been marked by his deep dive into the technology and systems that empower end users, enhancing their ability to perform their jobs efficiently. Dave's expertise lies in designing and implementing complex systems, particularly in public safety, water resources, and communications.

Areas of Expertise:

- **System Design and Implementation:** Dave is adept at designing and implementing intricate systems tailored to public safety, water resources, and communications. His technical acumen ensures that end users can fully leverage the tools at their disposal, significantly improving operational efficiency.
- **Network Infrastructure:** With vast experience in network switches, routers, firewalls, and supporting systems, Dave ensures robust and secure network infrastructures. His quick learning ability allows him to proficiently manage any technology, including public safety radios and wireless telecommunications gear.
- **Operational Technology Systems:** Dave has extensive knowledge of operational technology systems, such as Supervisory Control and Data Acquisition (SCADA) and Human-Machine Interface (HMI), which are critical for monitoring and controlling city services.
- **Public Safety and Communication Systems:** Acting as a liaison with multiple external law enforcement agencies, Dave has a comprehensive understanding of public safety dispatch systems, networks, and applications. His role is crucial in maintaining seamless communication and operational efficiency for public safety departments.

Key Achievements:

- Successfully designed and implemented complex public safety systems, enhancing the efficiency and responsiveness of emergency services.
- Established robust network infrastructures, ensuring reliable and secure communication channels across city departments.

- Proficiently managed the integration of new technologies, such as public safety radios and wireless telecommunications gear, into existing systems.
- Functioned as a key liaison with external law enforcement agencies, fostering strong collaborative relationships and ensuring the smooth operation of public safety dispatch systems.

Dave Walder's extensive experience and technical prowess make him an invaluable member of the technology services team. His ability to design and implement complex systems, coupled with his deep understanding of the technological needs of public safety and city operations.

Key Personnel: Jeremy Parker

Experience:

- Over 10 years in the technology field
- 6 years with the City of Buckeye

Professional Background: Jeremy Parker is the hands-on field operations support component for Layer 8. With over a decade of experience in the technology field, including six years with the City of Buckeye, Jeremy brings a practical and thorough approach to implementing and supporting various technological infrastructures. His expertise encompasses everything from cabling infrastructure to wireless systems and network device configuration.

Areas of Expertise:

- **Cabling Infrastructure:** Jeremy is fully capable of implementing all types of cabling infrastructure, from copper to fiber optic systems. His meticulous diligence ensures the integrity and reliability of the city's network infrastructure.
- **Wireless Systems:** Jeremy is proficient in configuring, installing, and testing wireless backhaul and Wi-Fi systems, providing seamless connectivity solutions across city facilities.
- **Network Device Configuration:** Adept at configuring a wide range of network devices, including switches and firewalls, Jeremy ensures optimal network performance and security.
- **Access Control and IP Camera Systems:** Jeremy has comprehensive knowledge of access control infrastructure and applications, as well as the capability to configure and install IP camera systems, enhancing the security and monitoring capabilities of city facilities.
- **Project Coordination:** Jeremy often serves as a liaison or project coordinator with external entities working with the IT department, ensuring smooth collaboration and project execution.

Jeremy Parker's hands-on approach and extensive field operations support experience make him an invaluable member of the technology services team. His ability to implement and support a wide range of technological infrastructures ensures that the City of Buckeye can maintain high levels of operational efficiency and security, meeting the growing demands of a fast-growing municipality.

Section D: Method of Approach

Method of Approach

Layer 8 boasts a robust portfolio of IT Managed Services and operational capabilities, making it a trusted provider of IT services to the City of Buckeye for over a decade. Specializing in advanced IP networks, structured cabling, wireless backhaul, telecommunications, IP technology systems, CCTV/IP video systems, access control, and IT operations, Layer 8 excels in delivering comprehensive technology solutions and support tailored to municipal needs.

With 30 years of experience in IT, telecommunications, and consulting, Layer 8 has played a pivotal role in Buckeye's technological evolution. From extending network connectivity to over fifty water resources locations and implementing Automated Metering Infrastructure to constructing fire stations and municipal parks, our record speaks to our ability to manage large-scale projects effectively.

Layer 8 is adept at providing wireless infrastructure, connecting remote sites, and coordinating telecommunications services with major providers like Cox and Lumen. Our team's expertise in fiber optic cabling and strategic planning ensures seamless integration and scalability, essential for keeping pace with Buckeye's explosive growth.

We pride ourselves on delivering reliable, cost-effective IT services that not only meet but exceed the expectations of a rapidly expanding municipality. Our commitment to innovation and excellence positions Layer 8 as a cornerstone in Buckeye's continued development and technological advancement.

Category 1: Infrastructure Design, Implementation, Installation and Support to include Network, Voice, and Video:

1.1 Information Technology Management, Architecture, Planning, and/or Consulting

Layer 8 has a proven record in managing IT projects, including network engineering, wireless communications, server management, and strategic planning. Our expertise in designing and implementing robust IT architectures ensures scalable and efficient solutions tailored to the city's needs. Layer 8, at its core, provides Network Managed services to the City of Buckeye. We have grown the city’s infrastructure and reach from a few facilities to over sixty sites in the past ten plus years.

1.2 Business Continuity and Disaster Recovery Planning, Design, and/or Implementation

During the COVID-19 pandemic, our team swiftly deployed remote access solutions, highlighting our capability in ensuring business continuity under challenging circumstances. We can develop comprehensive disaster recovery plans that safeguard municipal operations against unforeseen disruptions. Layer 8 has written and maintained the COOP program through the Buckeye Fire Department as well as provided the Buckeye PD with BC/DR planning information that allows them to pursue grant funding on a yearly basis. Layer 8 has been with Buckeye IT during its most challenging events helping to recover and bring departments and IT systems back online safely.

1.3 Consult with City Staff to Develop Business Rules, Processes, and Procedures for IT

Our long-term engagement with Buckeye involved close collaboration with city staff, helping to develop and refine IT processes and procedures. We bring a deep understanding of municipal requirements and can offer valuable insights to optimize IT governance and operational efficiency. Layer 8 has developed tens of policies and procedures as it relates to IT function and interdepartmental operations.

1.4 Develop Business Strategic and Tactical IT Plans and Solutions

With our strategic planning experience, we can assist in formulating both long-term and short-term IT strategies that align with the city's goals. Our tactical solutions are designed to address immediate needs while ensuring alignment with broader strategic objectives. We actively participate in yearly budget exercises with not only the IT department but public safety and community services to ensure they receive maximum benefit from technology services.

1.5 Attend Project Meetings

Our team is adept at participating in project meetings, providing expert advice, and ensuring seamless communication between stakeholders. We understand the importance of regular updates and active participation to drive project success. Layer 8 has participated in plan review, project meetings, stakeholder meetings and construction meetings throughout our tenure in Buckeye. We have participated in over twenty major city projects across most departments.

1.6 Develop Cost Proposals and Projections

We have extensive experience in creating detailed cost proposals and financial projections for IT projects. Our ability to provide accurate budgeting and cost analysis ensures that projects are financially viable and aligned with the city's fiscal policies. Layer 8 has provided budgetary cost estimates for every project in which the IT department plays a role.

1.7 Experience with All Aspects of Project and Program Management Services

Our comprehensive project management services cover all phases, from initiation and planning to execution and closure. We ensure projects are completed on time, within scope, and on budget, leveraging best practices and proven methodologies. Layer 8 has been a partner for every major IT project over the past 10 years. Whether it is a simple remodel project or new 911 Dispatch facility or a hundred-million-dollar water campus, we have supported IT endeavors throughout the City of Buckeye.

1.8 Inspection, Oversight of Project Activities, Start-up & Commissioning, Training, and Process Close-out Documents

Layer 8 excels in overseeing project activities, ensuring compliance with specifications and standards. We manage start-up and commissioning processes, provide thorough training to city staff, and ensure all necessary documentation is completed for project close-out.

Our long-standing relationship with the City of Buckeye demonstrates our capability and commitment to supporting municipal IT departments in achieving their technology and operational goals.

Category 2: Information Technology Security and Auditing Services:

2.1 Planning, Implementation, and Management of Security of Data, Network, and Physical Facilities

Layer 8 prioritizes comprehensive security measures to protect data, networks, and physical facilities. Our approach includes:

Data Security: Implementing robust encryption, access control, and data loss prevention strategies to safeguard sensitive information. Enabling operations to deploy and manage immutable backup

systems, dedicated backup networks to streamline daily routines and provide robust recovery capability.

Network Security: Utilizing firewalls, intrusion detection systems, and regular vulnerability assessments to prevent unauthorized access and mitigate threats. Staying current with CISA recommendations and “bad actor” updates that can be implemented automatically into our security appliances.

Physical Security: Integrating advanced access control systems and surveillance technologies to secure physical facilities.

Our team ensures continuous monitoring through multiple network management applications, configured, and managed by Layer 8, to ensure rapid response to security incidents, maintaining the highest levels of protection for City of Buckeye assets.

2.2 Cable TV License/Fee Audits

Leveraging our understanding of telecommunications and regulatory frameworks, Layer 8 provides thorough audits of Cable TV licenses and fees. Our services include:

License Compliance: Reviewing existing licenses to ensure compliance with local, state, and federal regulations. Layer 8 has provided the city with franchise agreements supported with cable and telecommunications providers for over 10 years.

2.3 Operating Systems, Technical Software, and/or Storage Architectural Analysis, Design, Implementation, and/or Administration

Layer 8 offers end-to-end services for operating systems, technical software, and storage architectures, including:

Analysis: Assessing current systems to identify performance bottlenecks, security vulnerabilities, and areas for improvement.

Design: Crafting tailored solutions that align with the city's requirements, ensuring scalability, reliability, and efficiency.

Implementation: Deploying and configuring operating systems, software, and storage solutions with minimal disruption to ongoing operations.

Administration: Providing ongoing management and maintenance to ensure optimal performance, including updates, patches, and technical support.

Our comprehensive approach ensures that municipal IT infrastructure remains robust, secure, and capable of supporting evolving needs.

2.4 Firewall/VPN Audits

Layer 8 conducts comprehensive audits of firewall and VPN configurations to ensure robust network security. Our services include:

- **Firewall Audits**: Reviewing firewall rules and configurations to identify vulnerabilities, optimize performance, and ensure compliance with security policies.

- **VPN Audits**: Assessing VPN setups to verify secure remote access, proper encryption, and adherence to best practices.
- **Recommendations**: Providing detailed reports and recommendations for enhancing firewall and VPN security.

Layer 8 has been initiative-taking in managing and providing remote access support to City of Buckeye employees as well as City vendors and partners. We have implemented best of class VPN appliances, Zero trust applications and continuous support for upgrades, migrations and multifactor authentication.

2.5 Information Technology Asset Management

Layer 8 excels in managing IT assets, ensuring efficient utilization and lifecycle management. Our services include:

- **Inventory Management**: Maintaining a comprehensive inventory of all IT assets, including hardware, software, and network components. We support City IT with tracking and reporting IP telephony endpoints, Ethernet switch gear, network appliances and wireless radios systems.
- **Lifecycle Management**: Tracking asset lifecycle stages, from procurement to retirement, to optimize usage and budget planning. We provide yearly support to IT leadership for renewal and life cycle replacement of switches, routers, UPS, IP phones, and firewalls.
- **Asset Tracking**: Implementing systems for real-time tracking and management of IT assets to prevent loss and ensure accountability. In conjunction with the IT department, we manage asset applications for telephony endpoints, network elements, wireless network gear, IP cameras and UPS gear.

Layer 8's experience with the City of Buckeye positions us uniquely to understand and address the specific challenges faced by municipal IT departments. Our comprehensive services, from security management to asset administration, are designed to support the city's goals and enhance operational efficiency.

Category 3: Low Voltage Cabling and Installation:

Layer 8's extensive experience and expertise in working with the City of Buckeye and other municipalities enable us to effectively support the following requirements for IT and telecommunications infrastructure:

3.1 Design and Installation of Structured Cabling Systems for the Telecommunications Infrastructure

Layer 8 specializes in designing and installing structured cabling systems that provide a reliable backbone for telecommunications infrastructure. Our services include:

- **Site Assessment**: Conducting thorough site surveys to understand the specific cabling needs. Layer 8 has provided plan markup and infrastructure site design for every city construction and or remodel project for the past 10 years.
- **Design**: Creating detailed cabling designs that ensure optimal performance, scalability, and compliance with industry standards. Layer 8 has initiated the development of standards for low voltage communication systems to streamline city projects with any vendor/contractor.

- **Installation**: Implementing structured cabling solutions with high-quality materials and precise workmanship to ensure long-term reliability and performance.

3.2 Wi-Fi, TV Cabling, and IP Technology Systems

Layer 8 provides comprehensive solutions for Wi-Fi, TV cabling, and IP technology systems. Our expertise includes:

- **Wi-Fi Solutions**: Designing and deploying robust Wi-Fi networks that provide seamless coverage and high-speed connectivity. We have deployed Wi-Fi in several city buildings allowing both the public access to data and city staff to operate more efficiently.
- **TV Cabling**: Installing and configuring TV cabling systems to support various applications, including public information displays and entertainment. Layer 8 has built cable TV networks in all city Fire Station and multiple city buildings.
- **IP Technology**: Integrating IP-based systems for improved communication and data management across the municipality.

3.3 Installation of New Systems and Upgrades to Current Systems

Layer 8 ensures the smooth installation of new systems and the efficient upgrade of existing systems. Our approach includes:

- **Needs Assessment**: Evaluating current systems to identify upgrade opportunities and new system requirements.
- **Installation**: Deploying new systems and upgrades with minimal disruption to ongoing operations.
- **Testing and Validation**: Ensuring that all installations and upgrades meet performance standards and functional requirements.

3.4 Installation of CCTV or IP Video Systems, Intrusion Systems, and Access Control Systems

Layer 8 provides security solutions, including CCTV, IP video systems and access control. Our services encompass:

- **CCTV and IP Video**: Installing advanced surveillance systems for enhanced security monitoring and recording. Layer 8 migrated both VMS (Video Management System) and Access Control to a single unified platform.
- **Access Control**: Deploying access control systems to regulate entry and ensure secure access to facilities. Layer 8 had effectively managed installation and upgrading of all City access control systems. We design access control for all city construction projects.

3.5 Design and Installation of Fire Alarm Systems

Layer 8 does not design or install Fire Alarm Systems. We do, however, tie access control systems to the Fire Alarm systems to release interior/exterior doors in the case of incident.

3.6 Design and Installation of Audio-Visual Systems

Layer 8 does not provide A/V design solutions. We are adept at installing A/V components and cabling required for A/V systems.

3.7 Work Knowledge of State and National Code Requirements and Licensing

Layer 8 ensures compliance with all relevant state and national codes and licensing requirements.

Layer 8's proven history with the City of Buckeye and other municipalities positions us as a dependable partner for meeting all telecommunications and IT infrastructure needs. Our comprehensive services ensure that projects are completed to the highest standards of quality, efficiency, and compliance.

Category 4 Business: Program and Project Management Services:

4.1 Information Technology Management, Architecture, Planning, and/or Consulting

Layer 8 excels in providing comprehensive IT management and consulting services, including:

- **Architecture and Planning**: Developing robust IT architectures that ensure scalability, reliability, and security. Our planning processes align with city goals and future growth.
- **Consulting**: Offering expert advice on IT strategies, systems integration, and technology adoption to enhance operational efficiency.

4.2 Business Continuity and Disaster Recovery Planning, Design, and/or Implementation

Layer 8 is proficient in creating and implementing business continuity and disaster recovery plans, including:

- **Risk Assessment**: Identifying potential risks and vulnerabilities to ensure preparedness for various scenarios.
- **Plan Development**: Designing comprehensive plans that include backup solutions, data recovery procedures, and continuity strategies.
- **Implementation**: Deploying solutions and conducting regular tests to ensure the effectiveness of the continuity and recovery plans.

4.3 Consult with City Staff to Develop Business Rules, Processes, and Procedures for IT

Layer 8 collaborates closely with city staff to develop and refine IT business rules, processes, and procedures by:

- **Policy & Procedures**: Creating SOPs and IT Policy for internal and external departments.
- **Documentation**: Creating detailed documentation to ensure clarity and consistency in IT operations.
- **Continuous Improvement**: Regularly reviewing and updating processes to adapt to changing needs and technologies.

4.4 Develop Business Strategic and Tactical IT Plans and Solutions

Layer 8 offers expertise in developing strategic and tactical IT plans, including:

- **Strategic Planning**: Crafting long-term IT strategies that align with municipal objectives and technological advancements.
- **Tactical Solutions**: Implementing short-term projects and solutions that address immediate needs while supporting the overall strategy.

4.5 Attend Project Meetings

Layer 8 ensures active participation in project meetings to provide:

- **Expert Input**: Offering technical expertise and insights to guide project decisions and strategies.
- **Stakeholder Communication**: Facilitating clear and effective communication between all stakeholders to ensure alignment and progress.

4.6 Develop Cost Proposals and Projections

Layer 8 is experienced in developing accurate cost proposals and projections, including:

- **Budget Planning**: Creating detailed budgets that account for all aspects of IT projects.

4.7 Experience with All Aspects of Project and Program Management Services

Layer 8 offers comprehensive project and program management services, including:

- **Project Planning**: Developing detailed project plans with defined milestones, timelines, and resource allocations.
- **Execution and Monitoring**: Managing project execution and monitoring progress to ensure timely and successful completion.
- **Risk Management**: Identifying and mitigating risks to keep projects on track and within budget.

4.8 Inspection, Oversight of Project Activities, Start-Up & Commissioning, Training, and Process Close-Out Documents

Layer 8 provides thorough inspection and oversight of project activities, including:

- **Inspection and Oversight**: Ensuring all project activities meet quality standards and specifications.
- **Start-Up and Commissioning**: Managing the start-up and commissioning processes to ensure systems are fully operational and meet performance criteria.
- **Training**: Providing comprehensive training to city staff on new systems and processes.
- **Close-Out Documentation**: Compiling and delivering complete process close-out documents, including as-built drawings, user manuals, and maintenance guidelines.

Layer 8's long-standing relationship with the City of Buckeye demonstrates our capability and commitment to supporting municipal IT departments in achieving their technology and operational goals. Our comprehensive services ensure that projects are completed to the highest standards of quality, efficiency, and compliance.

Appendix A

Past Performance Questionnaires

PAST PERFORMANCE QUESTIONNAIRE

Fire Station 705

CONTRACT INFORMATION (To be completed by Contractor)

1. Contractor Information:

Firm Name: Layer 8, LLC
Address: 6635 W Happy Valley Rd
Phone Number: 602-999-0143
Email : nolan@layer8tech.com
Contact Name: Nolan Straabe
Contact Phone: 602-999-0143

2. Work Performed as: [X] Prime Contractor [ ] Sub Contractor [ ] Joint Venture [ ] Other (Explain):

3. Contract Information:

Contract Number: 2018017
Contract Type: [ ] Firm Fixed Price [X] Cost Reimbursement [ ] Other (Please specify):
Contract Title: On-Call Professional Services
Contract Location: City of Buckeye

Award Date (mm/dd/yy): 10/02/2018
Contract Completion Date: _____
Actual Completion Date : _____
Explain Differences:

Original Contract Price (Award Amount): Services Contract
Final Contract Price *(to include all modifications, if applicable)* : _____
Explain Differences:

4. Project Description:

Complexity of Work: [X] High [ ] Med [ ] Routine

How is this project relevant to project of submission? *(Please provide details such as similar equipment, requirements, conditions, etc.)* Layer 8 successfully designed and implemented advanced IT systems at Buckeye Fire Station 705, enhancing operational efficiency through the integration of alerting systems, dispatch communications, and robust network infrastructure. By coordinating with Phoenix Fire, the City of Buckeye, and Cox Communications, Layer 8 ensured seamless connectivity and communication for fire personnel, including secure voice, data, video systems, and dual Wi-Fi networks. This project exemplifies the critical role of information technology in modern emergency services, providing state-of-the-art solutions that improve response times and operational coordination.

CLIENT INFORMATION (To be completed by Client)

5. Client Information:

Name: City of Buckeye IT Dept
Phone Number: 623-349-6556
Title: IT Director
Email Address: gplatacz@buckeyeaz.gov

6. Describe the client's role in the project:

City IT department utilized Layer 8 to project management, coordinate with City Fire, Phoenix Fire, general contractor and Cox Communications, design, build and implement technology for the City's Fire Station 705. City IT provided access to personnel, equipment and systems to support the project.

Client Signature: **Date:** 7/18/2024

ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.	An Exceptional rating is appropriate when the contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successuflly performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual prerformance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that the contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal rating is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear to have been or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract.	Raiting will be neither positive nor negative.

PAST PERFORMANCE EVALUATION

(TO BE COMPLETED BY CLIENT)

1. QUALITY:						
a) Quality of technical data/report preparation efforts.	E	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance.	E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance.	E	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance).	E	VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below).*	E	VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract.	E	VG	S	M	U	N
3. CUSTOMER SATISFACTION:						
a) To what extent were the end users satisfied with the project?	E	VG	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, communication, and professionalism).	E	VG	S	M	U	N
c) To what extent was the contractor cooperative, professional, and concerned with the interests of the customer?	E	VG	S	M	U	N
d) Overall customer satisfaction	E	VG	S	M	U	N
4. MANAGEMENT/PERSONNEL/LABOR:						
a) Effectiveness of on-site management of subcontractors, suppliers, materials, and/or labor force?	E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce through this effort.	E	VG	S	M	U	N
c) Government Property Control.	E	VG	S	M	U	N
d) Knowledge/expertise demonstrated by contractor personnel.	E	VG	S	M	U	N
e) Utilization of Small Business.	E	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines.	E	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priorities, including planning, execution and response to Government changes.	E	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program).	E	VG	S	M	U	N

5. COST/FINANCIAL MANAGEMENT:	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	(E) VG S M U N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.	(E) VG S M U N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns).	(E) VG S M U N
d) Is the Contractor's accounting system adequate for management and tracking of costs? *If no, please explain in Remarks section.*	(Yes) No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? *Indicate if show cause or cure notices were issued, or any default action in comment section below.*	Yes (No)
f) Have there been any indications that the contractor has had any financial problems? *If yes, please explain below.*	Yes (No)
6. SAFETY/SECURITY:	
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.).	(E) VG S M U N
b) Contractor complied with all security requirements for the project and personnel security requirements.	(E) VG S M U N
7. GENERAL:	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	(E) VG S M U N
b) Compliance with contractual terms/ provisions *(explain if specific issues).*	(E) VG S M U N
c) Would you hire or work with this firm again? *(if no, please explain below)*	(Yes) No
d) In summary, provide an overall rating for the work performed by this contractor.	(E) VG S M U N

Please provide responses to the questions above (if applicable) and/or additional remarks. Additionally, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist the City in evaluating performance risk. ***(please attach additional pages if necessary).***

Client Signature: **Date:** 7/18/2024

PAST PERFORMANCE QUESTIONNAIRE

Buckeye Air Fair

CONTRACT INFORMATION (To be completed by Contractor)

1. Contractor Information:

Firm Name: Layer 8, LLC

Address: 6635 W Happy Valley Rd

Phone Number: 602-999-0143

Email : nolan@layer8tech.com

Contact Name: Nolan Straabe

Contact Phone: 602-999-0143

2. Work Performed as: [X] Prime Contractor [ ] Sub Contractor [ ] Joint Venture [ ] Other (Explain):

3. Contract Information:

Contract Number: 2018017

Contract Type: [ ] Firm Fixed Price [X] Cost Reimbursement [ ] Other (Please specify):

Contract Title: On-Call Professional Services

Contract Location: City of Buckeye

Award Date (mm/dd/yy): 10/02/2018

Contract Completion Date: _____

Actual Completion Date : _____

Explain Differences:

Original Contract Price (Award Amount): Services Contract

Final Contract Price *(to include all modifications, if applicable)* : _____

Explain Differences:

4. Project Description:

Complexity of Work: [X] High [ ] Med [ ] Routine

How is this project relevant to project of submission? *(Please provide details such as similar equipment, requirements, conditions, etc.)* Layer 8 successfully transformed a regional airport with no existing infrastructure into a fully connected venue for an air show, deploying a robust Wi-Fi network, surveillance systems, audiovisual support, and wireless commerce solutions within tight time constraints. This project showcased the firm's expertise in implementing comprehensive IT infrastructure, enabling seamless connectivity, security, and efficient operations for spectators, vendors, municipal staff, and public safety officials. By integrating advanced technology solutions, the firm ensured a smooth and secure event experience, demonstrating the critical role of Layer 8 in large-scale event management.

CLIENT INFORMATION (To be completed by Client)

5. Client Information:

Name: City of Buckeye IT Dept

Phone Number: 623-349-6556

Title: IT Director

Email Address: gplatacz@buckeyeaz.gov

6. Describe the client's role in the project:

City IT utilized Layer 8 services to plan, budget, procure equipment and provide project management and coordination with the City of Buckeye Community Services department to provide the Buckeye Air Fair with technology services and support.

Client Signature: [signature] **Date:** 7/18/2024

ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.	An Exceptional rating is appropriate when the contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successuflly performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual prerformance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that the contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal rating is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear to have been or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract.	Raiting will be neither positive nor negative.

PAST PERFORMANCE EVALUATION

(TO BE COMPLETED BY CLIENT)

1. QUALITY:						
a) Quality of technical data/report preparation efforts.	E	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance.	E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance.	E	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance).	E	VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below).*	E	VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract.	E	VG	S	M	U	N
3. CUSTOMER SATISFACTION:						
a) To what extent were the end users satisfied with the project?	E	VG	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, communication, and professionalism).	E	VG	S	M	U	N
c) To what extent was the contractor cooperative, professional, and concerned with the interests of the customer?	E	VG	S	M	U	N
d) Overall customer satisfaction	E	VG	S	M	U	N
4. MANAGEMENT/PERSONNEL/LABOR:						
a) Effectiveness of on-site management of subcontractors, suppliers, materials, and/or labor force?	E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce through this effort.	E	VG	S	M	U	N
c) Government Property Control.	E	VG	S	M	U	N
d) Knowledge/expertise demonstrated by contractor personnel.	E	VG	S	M	U	N
e) Utilization of Small Business.	E	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines.	E	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priorities, including planning, execution and response to Government changes.	E	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program).	E	VG	S	M	U	N

5. COST/FINANCIAL MANAGEMENT:	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E VG S M U (N)
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.	(E) VG S M U N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns).	E VG S M U (N)
d) Is the Contractor's accounting system adequate for management and tracking of costs? *If no, please explain in Remarks section.*	(Yes) No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? *Indicate if show cause or cure notices were issued, or any default action in comment section below.*	Yes (No)
f) Have there been any indications that the contractor has had any financial problems? *If yes, please explain below.*	Yes (No)
6. SAFETY/SECURITY:	
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.).	(E) VG S M U N
b) Contractor complied with all security requirements for the project and personnel security requirements.	(E) VG S M U N
7. GENERAL:	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E VG S M U (N)
b) Compliance with contractual terms/ provisions *(explain if specific issues).*	E VG S M U (N)
c) Would you hire or work with this firm again? *(if no, please explain below)*	(Yes) No
d) In summary, provide an overall rating for the work performed by this contractor.	(E) VG S M U N

Please provide responses to the questions above (if applicable) and/or additional remarks. Additionally, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist the City in evaluating performance risk. ***(please attach additional pages if necessary).***

Client Signature: **Date:** 7/18/2024

PAST PERFORMANCE QUESTIONNAIRE

AMI Project

CONTRACT INFORMATION (To be completed by Contractor)

1. Contractor Information:

Firm Name: Layer 8, LLC
Email : nolan@layer8tech.com
Address: 6635 W Happy Valley Rd
Contact Name: Nolan Straabe
Phone Number: 602-999-0143
Contact Phone: 602-999-0143

2. Work Performed as: [X] Prime Contractor [ ] Sub Contractor [ ] Joint Venture [ ] Other (Explain):

3. Contract Information:

Contract Number: 2018017
Contract Type: [ ] Firm Fixed Price [X] Cost Reimbursement [ ] Other (Please specify):
Contract Title: On-Call Professional Services
Contract Location: City of Buckeye

Award Date (mm/dd/yy): 10/02/2018
Contract Completion Date: _____
Actual Completion Date : _____
Explain Differences:

Original Contract Price (Award Amount): Services Contract
Final Contract Price *(to include all modifications, if applicable)* : _____
Explain Differences:

4. Project Description:

Complexity of Work: [X] High [ ] Med [ ] Routine

How is this project relevant to project of submission? *(Please provide details such as similar equipment, requirements, conditions, etc.)* Layer 8 implemented a comprehensive Advanced Metering Infrastructure (AMI) in Buckeye, covering a 600 square mile area and over 20,000 meters, utilizing Itron AMI infrastructure and Verizon cellular data collectors. The project achieved over 99% coverage, eliminating manual meter readings and significantly enhancing operational efficiency. This initiative demonstrates Layer 8's expertise in large-scale, technology-driven municipal projects, directly aligning with the objectives outlined in the RFQ for innovative and efficient utility management solutions.

CLIENT INFORMATION (To be completed by Client)

5. Client Information:

Name: City of Buckeye IT Dept
Phone Number: 623-349-6556
Title: IT Director
Email Address: gplatacz@buckeyeaz.gov

6. Describe the client's role in the project:

City IT utilized Layer 8 to partner with the Water Resources division to project manage, consult and guide city resources and systems to implement a city-wide AMI system. The city provided access to personnel resources and tools to support this endeavor.

Client Signature: **Date:** 7/18/2024

ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.	An Exceptional rating is appropriate when the contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successuflly performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual prerformance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that the contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal rating is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear to have been or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract.	Raiting will be neither positive nor negative.

PAST PERFORMANCE EVALUATION

(TO BE COMPLETED BY CLIENT)

1. QUALITY:						
a) Quality of technical data/report preparation efforts.	E	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance.	E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance.	E	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance).	E	VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below).*	E	VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract.	E	VG	S	M	U	N
3. CUSTOMER SATISFACTION:						
a) To what extent were the end users satisfied with the project?	E	VG	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, communication, and professionalism).	E	VG	S	M	U	N
c) To what extent was the contractor cooperative, professional, and concerned with the interests of the customer?	E	VG	S	M	U	N
d) Overall customer satisfaction	E	VG	S	M	U	N
4. MANAGEMENT/PERSONNEL/LABOR:						
a) Effectiveness of on-site management of subcontractors, suppliers, materials, and/or labor force?	E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce through this effort.	E	VG	S	M	U	N
c) Government Property Control.	E	VG	S	M	U	N
d) Knowledge/expertise demonstrated by contractor personnel.	E	VG	S	M	U	N
e) Utilization of Small Business.	E	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines.	E	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priorities, including planning, execution and response to Government changes.	E	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program).	E	VG	S	M	U	N

5. COST/FINANCIAL MANAGEMENT:	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E VG S M U (N)
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.	(E) VG S M U N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns).	E VG S M U (N)
d) Is the Contractor's accounting system adequate for management and tracking of costs? *If no, please explain in Remarks section.*	(Yes) No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? *Indicate if show cause or cure notices were issued, or any default action in comment section below.*	Yes (No)
f) Have there been any indications that the contractor has had any financial problems? *If yes, please explain below.*	Yes (No)
6. SAFETY/SECURITY:	
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.).	(E) VG S M U N
b) Contractor complied with all security requirements for the project and personnel security requirements.	(E) VG S M U N
7. GENERAL:	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E VG S M U (N)
b) Compliance with contractual terms/ provisions *(explain if specific issues).*	E VG S M U (N)
c) Would you hire or work with this firm again? *(if no, please explain below)*	(Yes) No
d) In summary, provide an overall rating for the work performed by this contractor.	(E) VG S M U N

Please provide responses to the questions above (if applicable) and/or additional remarks. Additionally, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist the City in evaluating performance risk. ***(please attach additional pages if necessary).***

Client Signature: **Date:** 7/18/2024

PAST PERFORMANCE QUESTIONNAIRE

Sundance Park Phase 2

CONTRACT INFORMATION (To be completed by Contractor)

1. Contractor Information:

Firm Name: Layer 8, LLC
Email : nolan@layer8tech.com
Address: 6635 W Happy Valley Rd
Contact Name: Nolan Straabe
Phone Number: 602-999-0143
Contact Phone: 602-999-0143

2. Work Performed as: [X] Prime Contractor [ ] Sub Contractor [ ] Joint Venture [ ] Other (Explain):

3. Contract Information:

Contract Number: 2018017
Contract Type: [ ] Firm Fixed Price [X] Cost Reimbursement [ ] Other (Please specify):
Contract Title: On-Call Professional Services
Contract Location: City of Buckeye

Award Date (mm/dd/yy): 10/02/2018
Contract Completion Date: _____
Actual Completion Date : _____
Explain Differences:

Original Contract Price (Award Amount): Services Contract
Final Contract Price *(to include all modifications, if applicable)* : _____
Explain Differences:

4. Project Description:

Complexity of Work: [X] High [ ] Med [ ] Routine

How is this project relevant to project of submission? *(Please provide details such as similar equipment, requirements, conditions, etc.)* Layer 8 designed and installed over 2 miles of fiber optic cabling, multisensor surveillance cameras, complete Wi-Fi coverage, access control systems, redundant network backhaul, and car counting technology for a large municipal park. This project showcases our expertise in integrating advanced technologies into public infrastructure to enhance safety, connectivity, and operational efficiency. Our experience aligns perfectly with the requirements of the RFQ, demonstrating our capability to deliver comprehensive, high-quality solutions for municipal projects.

CLIENT INFORMATION (To be completed by Client)

5. Client Information:

Name: City of Buckeye IT Dept
Phone Number: 623-349-6556
Title: IT Director
Email Address: gplatacz@buckeyeaz.gov

6. Describe the client's role in the project:

City of Buckeye IT department used Layer 8 contract services to design, implement, integrate technology solutions for the Sundance Park Phase 2 project. Layer 8 provided project management, labor, contractor coordination, budgetary estimates and BOM to perform a turn-key solution to complete the project on-time and on-budget.

Client Signature: [signature] **Date:** 7/18/2024

ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.	An Exceptional rating is appropriate when the contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successuflly performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual prerformance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that the contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal rating is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear to have been or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract.	Raiting will be neither positive nor negative.

PAST PERFORMANCE EVALUATION

(TO BE COMPLETED BY CLIENT)

1. QUALITY:						
a) Quality of technical data/report preparation efforts.	E	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance.	E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance.	E	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance).	E	VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below).*	E	VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract.	E	VG	S	M	U	N
3. CUSTOMER SATISFACTION:						
a) To what extent were the end users satisfied with the project?	E	VG	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, communication, and professionalism).	E	VG	S	M	U	N
c) To what extent was the contractor cooperative, professional, and concerned with the interests of the customer?	E	VG	S	M	U	N
d) Overall customer satisfaction	E	VG	S	M	U	N
4. MANAGEMENT/PERSONNEL/LABOR:						
a) Effectiveness of on-site management of subcontractors, suppliers, materials, and/or labor force?	E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce through this effort.	E	VG	S	M	U	N
c) Government Property Control.	E	VG	S	M	U	N
d) Knowledge/expertise demonstrated by contractor personnel.	E	VG	S	M	U	N
e) Utilization of Small Business.	E	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines.	E	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priorities, including planning, execution and response to Government changes.	E	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program).	E	VG	S	M	U	N

5. COST/FINANCIAL MANAGEMENT:	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	(E) VG S M U N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.	(E) VG S M U N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns).	E VG S M U (N)
d) Is the Contractor's accounting system adequate for management and tracking of costs? *If no, please explain in Remarks section.*	(Yes) No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? *Indicate if show cause or cure notices were issued, or any default action in comment section below.*	Yes (No)
f) Have there been any indications that the contractor has had any financial problems? *If yes, please explain below.*	Yes (No)
6. SAFETY/SECURITY:	
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.).	(E) VG S M U N
b) Contractor complied with all security requirements for the project and personnel security requirements.	(E) VG S M U N
7. GENERAL:	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E VG S M U (N)
b) Compliance with contractual terms/ provisions *(explain if specific issues).*	E VG S M U (N)
c) Would you hire or work with this firm again? *(if no, please explain below)*	(Yes) No
d) In summary, provide an overall rating for the work performed by this contractor.	(E) VG S M U N

Please provide responses to the questions above (if applicable) and/or additional remarks. Additionally, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist the City in evaluating performance risk. ***(please attach additional pages if necessary).***

Client Signature: **Date:** 7/18/2024

PAST PERFORMANCE QUESTIONNAIRE

Real Time Crime Center

CONTRACT INFORMATION (To be completed by Contractor)

1. Contractor Information:

Firm Name: Layer 8, LLC
Address: 6635 W Happy Valley Rd
Phone Number: 602-999-0143
Email : nolan@layer8tech.com
Contact Name: Nolan Straabe
Contact Phone: 602-999-0143

2. Work Performed as: [X] Prime Contractor [ ] Sub Contractor [ ] Joint Venture [ ] Other (Explain):

3. Contract Information:

Contract Number: 2018017
Contract Type: [ ] Firm Fixed Price [X] Cost Reimbursement [ ] Other (Please specify):
Contract Title: On-Call Professional Services
Contract Location: City of Buckeye

Award Date (mm/dd/yy): 10/02/2018
Contract Completion Date: _____
Actual Completion Date : _____
Explain Differences:

Original Contract Price (Award Amount): Services Contract
Final Contract Price *(to include all modifications, if applicable)* : _____
Explain Differences:

4. Project Description:

Complexity of Work: [X] High [ ] Med [ ] Routine

How is this project relevant to project of submission? *(Please provide details such as similar equipment, requirements, conditions, etc.)* The implementation of the Real-Time Crime Center (RTCC) using Genetec software and advanced surveillance technologies has significantly enhanced the municipal police department's ability to respond to incidents in real time, track stolen vehicles, and conduct comprehensive video surveillance. This project aligns with the RFP's objectives by demonstrating a proven capability to improve public safety through cutting-edge technology and comprehensive support systems.

CLIENT INFORMATION (To be completed by Client)

5. Client Information:

Name: City of Buckeye IT Dept
Phone Number: 623-349-6556
Title: IT Director
Email Address: gplatacz@buckeyeaz.gov

6. Describe the client's role in the project:

City IT department tasked Layer 8 to research, coordinate, attend meetings to develop a plan to roll our a Real Time Crime Center in conjunction with the Buckeye Police Department. City provided funding, software, hardware and personnel to support the RTCC project.

Client Signature: [signature] **Date:** 7/18/2024

ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.	An Exceptional rating is appropriate when the contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successuflly performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual prerformance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that the contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal rating is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear to have been or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract.	Raiting will be neither positive nor negative.

PAST PERFORMANCE EVALUATION

(TO BE COMPLETED BY CLIENT)

1. QUALITY:						
a) Quality of technical data/report preparation efforts.	E	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance.	E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance.	E	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance).	E	VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below).*	E	VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract.	E	VG	S	M	U	N
3. CUSTOMER SATISFACTION:						
a) To what extent were the end users satisfied with the project?	E	VG	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, communication, and professionalism).	E	VG	S	M	U	N
c) To what extent was the contractor cooperative, professional, and concerned with the interests of the customer?	E	VG	S	M	U	N
d) Overall customer satisfaction	E	VG	S	M	U	N
4. MANAGEMENT/PERSONNEL/LABOR:						
a) Effectiveness of on-site management of subcontractors, suppliers, materials, and/or labor force?	E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce through this effort.	E	VG	S	M	U	N
c) Government Property Control.	E	VG	S	M	U	N
d) Knowledge/expertise demonstrated by contractor personnel.	E	VG	S	M	U	N
e) Utilization of Small Business.	E	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines.	E	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priorities, including planning, execution and response to Government changes.	E	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program).	E	VG	S	M	U	N

5. COST/FINANCIAL MANAGEMENT:	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E VG S M U (N)
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.	(E) VG S M U N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns).	E VG S M U (N)
d) Is the Contractor's accounting system adequate for management and tracking of costs? *If no, please explain in Remarks section.*	(Yes) No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? *Indicate if show cause or cure notices were issued, or any default action in comment section below.*	Yes (No)
f) Have there been any indications that the contractor has had any financial problems? *If yes, please explain below.*	Yes (No)
6. SAFETY/SECURITY:	
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.).	(E) VG S M U N
b) Contractor complied with all security requirements for the project and personnel security requirements.	(E) VG S M U N
7. GENERAL:	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E VG S M U (N)
b) Compliance with contractual terms/ provisions *(explain if specific issues).*	E VG S M U (N)
c) Would you hire or work with this firm again? *(if no, please explain below)*	(Yes) No
d) In summary, provide an overall rating for the work performed by this contractor.	(E) VG S M U N

Please provide responses to the questions above (if applicable) and/or additional remarks. Additionally, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist the City in evaluating performance risk. ***(please attach additional pages if necessary).***

Client Signature: **Date:** 7/18/2024

PAST PERFORMANCE QUESTIONNAIRE

Utility Billing Audit

CONTRACT INFORMATION (To be completed by Contractor)

1. Contractor Information:

Firm Name: Layer 8, LLC

Address: 6635 W Happy Valley Rd

Phone Number: 602-999-0143

Email : nolan@layer8tech.com

Contact Name: Nolan Straabe

Contact Phone: 602-999-0143

2. Work Performed as: [X] Prime Contractor [ ] Sub Contractor [ ] Joint Venture [ ] Other (Explain):

3. Contract Information:

Contract Number: 2018017

Contract Type: [ ] Firm Fixed Price [X] Cost Reimbursement [ ] Other (Please specify):

Contract Title: On-Call Professional Services

Contract Location: City of Buckeye

Award Date (mm/dd/yy): 10/02/2018

Contract Completion Date: _____

Actual Completion Date : _____

Explain Differences:

Original Contract Price (Award Amount): Services Contract

Final Contract Price *(to include all modifications, if applicable)* : _____

Explain Differences:

4. Project Description:

Complexity of Work: [X] High [ ] Med [ ] Routine

How is this project relevant to project of submission? *(Please provide details such as similar equipment, requirements, conditions, etc.)* The collaborative audit between an IT firm and a GIS administrator revealed over a million dollars in billing discrepancies for landscape and commercial water meters, resulting in increased revenues or reduced water usage through accurate billing. This project highlights the critical importance of integrating advanced data analytics and GIS technology to ensure precise utility billing, aligning with the RFP's goal of enhancing municipal financial and operational efficiency.

CLIENT INFORMATION (To be completed by Client)

5. Client Information:

Name: City of Buckeye IT Dept

Phone Number: 623-349-6556

Title: IT Director

Email Address: gplatacz@buckeyeaz.gov

6. Describe the client's role in the project:

City IT partnered with Layer 8 to perform an audit on the City of Buckeye Utility Billing platform. The client provided access to GIS resources, personnel and expertise to coordinate and deliver a successful audit of commercial and landscape accounts.

Client Signature: [signature] **Date:** 7/18/2024

ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.	An Exceptional rating is appropriate when the contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successuflly performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual prerformance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that the contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal rating is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear to have been or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract.	Raiting will be neither positive nor negative.

PAST PERFORMANCE EVALUATION

(TO BE COMPLETED BY CLIENT)

1. QUALITY:						
a) Quality of technical data/report preparation efforts.	E	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance.	E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance.	E	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance).	E	VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below).*	E	VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract.	E	VG	S	M	U	N
3. CUSTOMER SATISFACTION:						
a) To what extent were the end users satisfied with the project?	E	VG	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, communication, and professionalism).	E	VG	S	M	U	N
c) To what extent was the contractor cooperative, professional, and concerned with the interests of the customer?	E	VG	S	M	U	N
d) Overall customer satisfaction	E	VG	S	M	U	N
4. MANAGEMENT/PERSONNEL/LABOR:						
a) Effectiveness of on-site management of subcontractors, suppliers, materials, and/or labor force?	E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce through this effort.	E	VG	S	M	U	N
c) Government Property Control.	E	VG	S	M	U	N
d) Knowledge/expertise demonstrated by contractor personnel.	E	VG	S	M	U	N
e) Utilization of Small Business.	E	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines.	E	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priorities, including planning, execution and response to Government changes.	E	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program).	E	VG	S	M	U	N

5. COST/FINANCIAL MANAGEMENT:	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E VG S M U (N)
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.	(E) VG S M U N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns).	E VG S M U (N)
d) Is the Contractor's accounting system adequate for management and tracking of costs? *If no, please explain in Remarks section.*	(Yes) No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? *Indicate if show cause or cure notices were issued, or any default action in comment section below.*	Yes (No)
f) Have there been any indications that the contractor has had any financial problems? *If yes, please explain below.*	Yes (No)
6. SAFETY/SECURITY:	
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.).	E VG S M U (N)
b) Contractor complied with all security requirements for the project and personnel security requirements.	(E) VG S M U N
7. GENERAL:	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E VG S M U (N)
b) Compliance with contractual terms/ provisions *(explain if specific issues).*	E VG S M U (N)
c) Would you hire or work with this firm again? *(if no, please explain below)*	(Yes) No
d) In summary, provide an overall rating for the work performed by this contractor.	(E) VG S M U N

Please provide responses to the questions above (if applicable) and/or additional remarks. Additionally, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist the City in evaluating performance risk. ***(please attach additional pages if necessary).***

Client Signature: **Date:** 7/18/2024

Appendix B

Key Personnel Resumes

Nolan Straabe

Small-Business Owner, Technology Professional

Successful business professional with extensive and diverse experience in IT systems, telecommunications, technology, operations and consulting.

nolan@layer8tech.com

(602)999-0143

6635 W Happy Valley Rd, Suite A104, 85310, Glendale, AZ, United States

linkedin.com/in/nolan-straabe-79a2471

facebook.com/layer8tech

WORK EXPERIENCE

Owner
Layer 8, LLC

01/2006 – Present *Glendale, AZ*

IT Consulting ,Telecommunications and IP networking, Integration

Achievements/Tasks

- The State of Arizona used federal recovery and reinvestment funds to create the Digital Arizona Project, which continues to support and nurture broadband development throughout the state. Collected, analyzed, and brought significant accuracy and reliability to data about Community Anchor Institutions in Arizona (CAIs such as schools, hospitals, libraries, fire departments and much more). Normalized that data for transfer among various systems, including the GIS-enabled map with datasets.
- Provided high quality consulting and IT services to the City of Buckeye since 2006. Successfully implemented a city-wide IP network, integrated SCADA into the IT infrastructure, supported the roll-out of AMI for Utility Billing/Water Resources, supported the implementation of Tyler MUNIS ERP platform, provide support of IP Telelphony systems, Firewall and security services and Systems Administration.
- Provided gratis IT support for multiple educational entities including, networking, wireless, WiFi, systems administration and hardware procurement.

Founder/Owner
Out of the Box Solutions, LLC

10/2005 – 12/2014 *Glendale, AZ*

Out of the Box Solutions is a technology firm with wide ranging specialty services in telecommunications, disaster recovery/business continuity, storage, network design, engineering and events.

Achievements/Tasks

- Consulting for Data Center relocation - Department of Economic Security.
- Supported multiple VoIP startups (IP Centrex, SIP Trunking).
- Strategic planning and IT support for Charter schools.
- High tech event planning (Phoenix Open, Presidential Debate, Barrett Jackson).
- IT consulting - Medical and Dental (IP networking, telecommunications.

EDUCATION

B.S. Biology
Arizona State University

SKILLS

IP Networks | IP Telephony | Wireless Networking | Program Management | Systems Administration | Firewall | A/V | Endpoint Security | ICS | Fiber Design | Infrastructure | Budget Planning | Data Security | MPLS | IP Routing | Switching | Problem Solving | Carrier Networks | Email Administration | Storage Networking | Virtualization | Telecommunications | Public Safety

SOFT SKILLS

- Critical Thinking
- Problem Solving
- Leadership
- Communication
- Team Work

TECHNICAL EXPERTISE

Microsoft
Exchange, Active Directory, ForeFront, Office Suite, Visio

Cisco Networking
Catalyst Switches, Core and Edge Routers, ASA, FirePower

Cisco IP Telephony
CallManager, Unity Connection, Contact Center, Endpoints

Juniper Networks
SRX Firewalls, EX Switch, Virtual Chassis, Pulse Secure, SSG

Wireless Networks
Ubiquiti Airmax, Ubiquiti Unifi, Siklu, Ruckus, Meraki, MDS-Inet

Other Hardware & Software
Dell VXRail, Mikrotik, VMWare, NetMotion, Nagios, APC

Dave Walder

Technology Professional, Business Owner

A high level technical resource in a wide array of fields including networking, wireless, IOT, database management and programming

dwalder@gmail.com
(602)363-1634
22208 N 37th Pl, Phoenix, AZ 85050, United States

WORK EXPERIENCE

Owner
Mercury Networks, LLC

01/2008 – Present *Phoenix, AZ*

Network Consulting, Wireless Integrator, IOT and Program Management

Achievements/Tasks

- Design, install, and maintain, and secure a network of over 300 radios for customers consisting of both indoor and outdoor site to site connectivity.
- Monitor entire network consisting of over 1000's devices over large geographic areas such as routers, switches, radios, vpn appliances, etc using Open source and other custom built software
- Design and build several IoT (Internet of Thing) devices to provide crucial data to IT staff
- Provide custom solutions to customers including: Site to Site VPN, EOIP, L2TP, IPSEC, Cloud hosted solutions, firewalling, and private network offerings
- Acted as a Project Manager for projects including: Wonderware/SCADA upgrades, Construction Projects, Wiring Projects, and ERP installations

Director of Information Technology
House of Louis XV

01/2000 – 12/2008 *Phoenix, AZ*

Achievements/Tasks

- Managed all servers for company including Windows 2003, Windows 2008, Windows 2012, Linux (Fedora, Centos, Ubuntu)
- Created and designed custom web-based data entry programs using PHP to allow the storage of data into databases (MS-SQL & MySQL)
- Managed all projects related to web programming and web design

Clear Data
NOC Manager

01/2000 – 12/2000 *Phoenix, AZ*

Achievements/Tasks

- Custom programmed various tools used by NOC to maintain and research customer and company trouble tickets.
- Implemented various types of technology to monitor customer and company connections.

EDUCATION

B.S. Information Technology
University of Phoenix

01/2006 – 12/2008

SKILLS

IP Networking | Wireless Networks | IOT Design | SQL Programming | IP Routing | Network Security | Linux Admin | VoIP Systems | VPN | Firewalls | A/V | Network Monitoring | SCADA Systems | PHP Programming | Cabling | Fiber Installation | Troubleshooting | Power Distribution | HMI | Wireless Design | AMI | Solar Power | DB Admin

CERTIFICATIONS

Microsoft Certified Professional (CMP)

Certified Wireless Administrator (CWNP)

Mikrotik Routing Engineer (MTCRE)

Mikrotik Certified Traffic Control Engineer (MTCTCE)

Ubiquiti Enterprise Wireless Admin (UEWA)

Ubiquiti Broadband Wireless Admin (UBWA)

Ubiquiti Solar Specialist (USRS)

FCC Amateur Technician Class Operators License

Comptia Network+ Certification

TECHNICAL EXPERTISE

Microsoft
Office Suite, Windows 7/10, Visio, Project, MSSQL, Excel

Mikrotik
RouterBoard, Cloud Core Routing & Switching, Wireless Systems

Ubiquiti
Airmax, AirFiber, Unifi wireless and switching

Programming
MySQL, PHP, C++, Python

Operating Systems
MS, Ubuntu, RedHat, CentOS, Fedora

Applications
WonderWare, Nagios, Cacti, Asterisk, Radio Mobile

Jeremy Parker

Technical Consultant

jeremy@deepthinkco.com

(928) 201-7095

Surprise, AZ

linkedin.com/in/jeremy-parker-372921168

Experienced and detail-oriented Network Technician with over 10 years of experience in the telecommunications and technology industry. Proficient in low voltage cabling, access control systems, wireless backhaul radios, WiFi access points, and network infrastructure. Adept at troubleshooting and configuring advanced network components, ensuring optimal performance and reliability.

WORK EXPERIENCE

Deepthink
Tech Consultant

07/2018 - Present *Buckeye*

Responsible for supporting IT operations for the City of Buckeye

Achievements/Tasks

- Managed and installed low voltage cabling for municipal buildings, ensuring compliance with industry standards.
- Implemented and maintained access control systems to enhance security measures across various city departments.
- Installed and configured wireless backhaul radios and WiFi access points to expand and improve network coverage.
- Conducted regular maintenance and troubleshooting of Layer 2 and 3 switches, ensuring network stability and performance.
- Provided technical support and troubleshooting for general technology issues, resolving problems promptly and efficiently.
- Installed and maintained fiber optic cabling, enhancing the city's communication and data transfer capabilities.
- Collaborated with team members to complete large-scale installations and upgrades, delivering projects on time and within budget.

Field Technician
Tri-State Wireless

01/2014 - 07/2018 *Bullhead City, AZ*

Achievements/Tasks

- Installation of Wireless backhaul Systems
- Structured cabling installation
- Network Operations & Maintenance
- Customer service support
- Troubleshooting & Repair of Wireless networks

CORE COMPETENCIES

Low Voltage Cable | Fiber Optic Systems | Access Control | Wireless Backhaul | WiFi APs | A/V Systems | Mikrotik | Ubiquiti | Troubleshooting | Leviton | IP cameras

EXHIBIT B
TO
ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
LAYER8, LLC

[Fee Proposal]

See following pages.

Fee Schedule FY 24/25

Pursuant to a request for a fee schedule for services provide by Layer 8 to the City of Buckeye, please see the following:

IT Managed Services

- WAN/LAN Management - telco, wireless, fiber
- IP Telephony/UCCX/Unified Messaging administration & support
- Network interconnect support - AZ911, Regional Wireless Cooperative, MSCO and DPS
- Firewall/VPN/Edge network hardware/software administration
- Access Control (Genetec) administration, installation, and support
- VMS (Genetec) administration, integration, and support
- Network, server, and application monitoring
- Server hardware and Operating system support and administration
- Business Alignment - Water Resources, Public Safety, Community Services
- SCADA/ICS/HMI support and administration
- Advanced Metering Infrastructure – deployment, support, training
- Tier 3 (escalation) support for all city IT systems

IT Managed Services - $140/hour per employee (M-F 8am to 5pm)
After hours - $155/hour per employee

Field Operations Support

- Infrastructure – Fiber & Copper cabling
- Hardware installation/replacement
- Provide network support for Desktop technicians
- Project/work orders
- Troubleshooting/Problem Solving
- IP Camera install/configuration
- Access Control support
- Wireless network hardware installation/replacement
- Manage contract subs for CIP projects

Field Operations - $85/hour per employee (M-F 8am to 5pm)
After hours - $95/hour per employee

Layer 8, LLC
6635 W Happy Valley Rd
Suite A104
Glendale, AZ 85310
602.999.0143

Cisco Advanced Support

- Cisco FirePower support, including TAC
- Cisco Anyconnect remote access
- Cisco ISE configuration, support
- Cisco CUCM & UNITY advanced support, including TAC
- Cisco UCCX advanced support
- Network architecture and advanced support, including TAC

Cisco Advanced support - $200/hour per employee (M-F 8am to 5pm)
After hours - $215/hour per employee

Project Management/program management

- Program/project management - CIP & IT projects
- Plan review for CIP projects
- Infrastructure design for cabling/fiber (ISP and OSP)
- Access Control design & installation and Door/entry/gate coordination
- Liaison for City staff, General Contractor and 3rd Party applicable vendors
- Manage subcontractors for applicable services (cabling, access control, door hardware, etc)

Project Management – Project fees are ICB based. Layer 8 will provide a budgetary cost per project. Project management/program management outside of sanctioned projects will be $140/hour per employee.

Layer 8, LLC
6635 W Happy Valley Rd
Suite A104
Glendale, AZ 85310
602.999.0143

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 10/01/24	**AGENDA ITEM:** 4.E. DS - Buckeye 77 Southern Avenue Median Landscaping In-Lieu Payment Agreement
DATE PREPARED: 09/26/24	**DISTRICT NO.:** Council District 1
STAFF LIAISON: Ron Moll, City Engineer, rmoll@buckeyeaz.gov, (623) 986-8442	
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 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.

SUMMARY

PROJECT DESCRIPTION:
As part of its development of land generally located at the southeast corner of South Apache Road and West Southern Avenue, Buckeye 77 Owner, L.L.C. is required to construct certain off-site right-of-way improvements ("Off-Site Improvements"). The Off-Site Improvements are listed in the itemized estimate incorporated into the Agreement, and include, but are not limited to shrubs, irrigation and other associated landscape items. The estimated costs of the Off-Site Improvements total $33,690.00. The City has reviewed and approved the itemized estimate. The City anticipates work will be performed not long after the Developer completes the Off-Site Improvements, which may damage or remove some or all of the required Off-Site Improvements as the City proceeds with the Arterial Gateway Project. The Parties have agreed that rather than the Developer immediately completing the Off-Site Improvements, the Developer may make an In-Lieu Payment to the City, to be held by the City until such time as the funds are utilized to complete the Off-Site Improvements.

BENEFITS:
Implementing the payment in-lieu Agreement protects against waste and spoilage of city resources.

FUTURE ACTION:
None

FINANCIAL IMPACT STATEMENT:
N/A

CURRENT FISCAL YEAR TOTAL COST:
N/A

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Buckeye 77_Landscaping Fee In Lieu Agreement (LL executed).pdf

PUBLIC IMPROVEMENTS
IN-LIEU PAYMENT AGREEMENT

This In-Lieu Payment Agreement (the "Agreement"), effective as of this 1st day of October, 2024 (the "Effective Date"), is entered into by and between the City of Buckeye, an Arizona municipal corporation ("City"), and Buckeye 77 Owner, LLC, a Delaware limited liability company ("Owner"). The City or the Owner may each be referred to herein as a "Party" or collectively as the "Parties."

1. Background. The following is the background to this Agreement:

A. Owner is the owner of certain real property generally located at the southeast corner of Southern Avenue and Apache Road in the City of Buckeye, consisting of approximately 77 acres, and which real property is legally described on the attached **Exhibit A** (the "**Property**"), incorporated by this express reference.

B. As part of Owner's development of the Property, Owner is responsible to construct, at no cost to the City, the public infrastructure and improvements necessary for development of the Property, including, but not limited to, Owner's portion (half) of the City-required off-site median landscape improvements within the Southern Avenue median adjacent to the Property, near the southeast corner of Southern Avenue and Apache Road ("***Offsite Improvements***").

C. Due to upcoming development by a neighboring property that may damage the landscaping if it is installed prior to the development, Owner has requested, and the City has agreed, that rather than Owner immediately constructing the Off-Site Improvements, Owner may make an In-Lieu Payment to the City. The City shall utilize such funds until such time as the funds are applied by the City to the costs of construction at the time the City constructs, or causes to be constructed, the Off-Site Improvements.

D. Owner has obtained an itemized estimate for the cost of the Off-Site Improvements that has been approved by the City.

E. The In-Lieu payment will be a single lump sum payment to the City of the estimated costs of constructing the Off-Site Improvements.

F. The City is willing to accept the lump sum as an In-Lieu payment as full satisfaction of the Owner's obligation to construct the required Improvements.

2. Agreement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Owner agree as is more specifically set forth in this Agreement.

3. Estimated Costs of the Off-Site Improvements. The estimated costs of the Off-Site Improvements total Thirty-Three Thousand, Six Hundred Ninety Dollars and 00/100 ($33,690.00) (the "**In-Lieu Payment**"), which sum is acceptable to both Parties. The In-Lieu

Payment has been approved by the City Engineer or Designee, and is based upon the itemized estimate attached as **Exhibit B**. The In-Lieu Payment shall be paid to the City by Owner or its successor(s) or assign(s) no later than thirty (30) days following the date of City execution of this Agreement.

4. Owner's Obligation to Construct. Execution of this Agreement by both Parties and timely payment in full of the In-Lieu Payment pursuant to this Agreement shall constitute full satisfaction of the Owner's obligation to construct the Off-Site Improvements.

5. City Use of Funds. The In-Lieu Payment received by the City shall be placed in a separate fund and accounted for separately and shall only be used by the City for the purpose of completing off-site improvements at a future date as determined by the City. If the costs of completing the Off-Site Improvements is greater than the amount of the In-Lieu Payment, Owner shall not have any obligations with respect to such excess costs.

6. Conflicts of Interest. The Parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511, as amended.

7. 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.

8. No Agency or Partnership. Neither the City nor Owner is acting as the agent of the other with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture or other business relationship between the City and Owner.

9. No Third-Party Beneficiary. This Agreement shall not create any third-party beneficiary rights to any person or entity who is not a party to this Agreement, including any lender to the Owner.

10. Construction. The provisions and exhibits of this Agreement shall be construed as a whole consistent with their plain meaning and intent, and they shall not be construed against one party or the other based upon which party prepared or influenced the drafting of any provision or exhibit of this Agreement.

11. Time of Essence and Merger. Time is of the essence of this Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matters of this Agreement and the In-Lieu Payment. All prior contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein, and this Agreement constitutes full satisfaction of all claims and liabilities that exist, whether known or unknown, on or before the effective date of this Agreement, between the Parties.

12. Benefit and Binding Effect. This Agreement shall be for the benefit of and binding upon the Parties hereto and their successors and assigns.

13. Counterparts; Entire Agreement. This Agreement, which may be executed in counterpart, shall constitute the entire agreement between the Parties regarding the subject of this Agreement. This Agreement will constitute the entire agreement between the Parties, and supersedes all previous written or oral agreements or understandings regarding the subject matter of this Agreement. Owner knowingly and voluntarily forever releases and discharges the City and all of its past and present elected officials, officers, directors, agents, employees, successors, assigns, attorneys, and representatives from all legal and equitable claims, causes of action, debts, accounts, and damages, known or unknown, asserted or unasserted, and of every nature and extent whatsoever, that the Owner has against the City, and arising from actions, omissions, delays or other events that occurred prior to the date of this Agreement.

14. Section Titles. The section titles in this Agreement are not part of this Agreement and are for convenience only.

15. Notices. All notices, requests, waivers, approvals, acceptances or other communications under this Agreement shall be in writing and shall be deemed given when personally delivered or two days after mailing by certified mail, return receipt requested and postage prepaid, to the addresses set forth below:

(a) City	Dan Cotterman, City Manager City of Buckeye 530 East Monroe Avenue Buckeye, Arizona 85326
With a copy to:	K. Scott McCoy, City Attorney City of Buckeye 530 East Monroe Avenue Buckeye, Arizona 85326
(b) Owner	Buckeye 77 Owner, LLC Chris Conklin Authorized Signatory DWS 222 S. Riverside Plaza Chicago, IL 60606

No notice to a Party shall be effective unless and until a copy of such notice is given to, or as appropriate, received by, all persons indicated above as entitled to receive required copies of notices to that party. The above-described recipients of notices may change their address for notice purposes by giving the other parties notice of such change, provided, however, that no such change in notice shall be effective for a period of ten (10) days following such notice of such change.

16. Governing Law. This Agreement shall be governed by and construed under the laws of the state of Arizona, and any litigation shall take place only in Maricopa County, Arizona.

17. Amendment. Any amendment to this Agreement shall be in writing and signed by both Parties.

18. Attorneys' Fees. The prevailing party in any litigation in connection with this Agreement shall be entitled to its attorneys' fees and costs.

19. Indemnity. Owner (and/or its successors or assigns) shall indemnify, defend and hold harmless the City and each council member, officer, official, 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 reasonable attorneys' fees) to which any such Indemnified Party may become subject, at law or in equity or otherwise ("***Claims***"), insofar as such Claims (or actions in respect thereof) arise out of or are based upon any provisions of this Agreement, except for those Claims which have been adjudicated to be caused by the City's gross negligence or intentional misconduct.

20. Waiver of Claims. The Owner, on behalf of itself and all other parties having an interest in the Property, agrees and consents to 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 Property the Owner may have now or in the future under the provisions of Ariz. Rev. Stat. §§ 12-1134 through and including 12-1138 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. The terms of this waiver shall run with the land and is intended to survive and be in effect beyond the date that Owner pays the In Lieu Payment.

21. Representations and Warranties. As of the date of the execution of this Agreement, Owner represents and warrants that (i) it is a corporation or limited liability company, duly formed and in good standing in its State of incorporation or formation and duly qualified to do business in Arizona; (ii) Owner has the authority, including the person signing for Owner, and the right to enter into this Agreement as authorized by the board of directors or members of the Owner at duly noticed meetings at which quorums were present; (iii) Owner is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment; (iv) Owner has not relied on any representations or warranties of the City other than those expressly set forth in this Agreement.

22. Signatures. The Parties have executed this Agreement on the date set forth below.

[SIGNATURES ON FOLLOWING PAGES]

CITY OF BUCKEYE, ARIZONA

an Arizona municipal corporation

By _____
Dan Cotterman, City Manager

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

STATE OF ARIZONA
COUNTY OF MARICOPA

On this _____ day of _____, 2024, before me personally appeared Dan Cotterman, City Manager of the City of Buckeye, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed this Agreement on behalf of the City.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

(Seal and Expiration Date)

_____
Notary Public in and for the State of Arizona

OWNER:
Buckeye 77 Owner, LLC, a Delaware limited liability company

By: Buckeye 77 Investors, LLC, a Delaware limited liability company, its sole member

Wilson Buckeye Industrial, LLC, a Delaware limited liability company, its Managing Member

By: RREEF America, L.L.C., a Delaware limited liability company, its Manager

By: _____
Name: Chris Conklin
Title: Authorized Signatory

STATE OF ILLINOIS
COUNTY OF COOK

On this 12 day of SEPTEMBER, 2024, before me personally appeared CHRIS CONKLIN, the AUTHORIZED SIGNATORY of RREEF America, L.L.C., a Delaware limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed this Agreement on behalf of Buckeye 77 Owner, LLC.

I certify under PENALTY OF PERJURY under the laws of the State of ILLINOIS that the foregoing paragraph is true and correct.

(Seal and Expiration Date)

OFFICIAL SEAL
MARY LYNN GODLEWSKI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 02/02/2026

_____
Notary Public in and for the State of ILLINOIS.

EXHIBIT A

[Legal Description of the Property]

See following page(s).

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:

LOT 2, WEST PARK SUBSTATION, ACCORDING TO THE PLAT OF RECORD IN BOOK 1391 OF MAPS, PAGE 8, RECORDS OF MARCOPA COUNTY, ARIZONA.

EXCEPT THE FOLLOWING DESCRIBED PROPERTY CONVEYED TO THE CITY OF BUCKEYE IN DEED RECORDED IN RECORDING NO. 20201176623, RECORDS OF MARICOPA COUNTY, ARIZONA:

A PORTION OF LOT 2, WEST PARK SUBSTATION, ACCORDING TO BOOK 1391 OF MAPS, PAGE 8, RECORDS OF MARICOPA COUNTY, ARIZONA AND LYING WITHIN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF BUCKEYE, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS-CAP MONUMENT MARKING THE NORTH QUARTER-CORNER OF SAID SECTION 33 AND FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 33 MONUMENTED BY A FOUND BRASS-CAP IN A HAND HOLE BEARS NORTH 89°47'45" WEST, 2639.72 FEET, BEING THE BASIS OF BEARINGS OF THIS DESCRIPTION;

THENCE SOUTH 00°38'08" EAST, ALONG THE SOUTH MID-SECTION LINE OF SAID SECTION 33, 1103.05 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 00°38'08" EAST ALONG SAID MID-SECTION LINE, 223.05 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2;

THENCE NORTH 89°47'45" WEST ALONG THE SOUTH LINE OF SAID LOT 2, 205.00 FEET;

THENCE DEPARTING SAID SOUTH LINE, 205.00 FEET WEST OF AND PARALLEL WITH SAID MID-SECTION LINE, NORTH 00"38'08" WEST, 185.00 FEET;

THENCE SOUTH 89°47'45" EAST, 185.00 FEET NORTH OF THE PARALLEL WITH SAID SOUTH LINE, 165.00 FEET;

THENCE NORTH 00°38'08" WEST, 40.00 FEET WEST OF AND PARALLEL WITH SAID MID-SECTION LINE, 37.46 FEET;

THENCE SOUTH 89°21'52" EAST, 40.00 FEET, MORE OR LESS TO SAID MID-SECTION LINE AND THE **POINT OF BEGINNING**.

APN: 504-65-021

EXHIBIT B

[In-Lieu Payment Itemized Estimate]

See following page(s).

Quantities and Cost Estimate
Southern Ave. Median Landscaping (Buckeye 77's Portion)
Prepared by Graycor Construction Company

ITEM No.	DESCRIPTION	UNIT	QTY	UNIT COST	AMOUNT
1	1/2" Screened Carmel DG	SF	18775	$0.60	$ 11,265
2	Surflan Weed Control Treatment	SF	18775	$0.15	$ 2,816
3	5g Shrub - Red Yuccas	EA	121	$25.00	$ 3,025
4	5g Shrub - Chihuahuan Sage	EA	80	$25.00	$ 2,000
5	1g Shrub - New Gold Lantana	EA	41	$15.00	$ 615
7	Irrigation	Lump Sum	1	$7,919.00	$ 7,919
	SUBTOTAL ITEMS COST				**$ 27,640**
	Contractor's OH&P				$ 1,240
	Sales Tax (6.05%)				$ 1,747
	SUBTOTAL INDIRECT COST				**$ 30,627**
	Contingency (10%)				$ 3,063
	TOTAL PROJECT COST				**$ 33,690**

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 10/01/24	**AGENDA ITEM:** 4.F. DS - Verrado Victory District Phase 10A - Final Plat - (PLZV-23-00002)
DATE PREPARED: 09/26/24	**DISTRICT NO.:** 6
STAFF LIAISON: Sean Banda, Senior Planner, sbanda@buckeyeaz.gov, (623) 349-6215	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on a final plat 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.

SUMMARY

PROJECT DESCRIPTION:
The applicant has requested approval of a final plat of Verrado Victory District Phase 10A (PLZV-23-00002), consisting of 150 single-family lots on approximately 51 acres generally located east of Verrado Way and north of hole 8 and Victory Phases 7 and 8 within the Verrado Victory District. The associated preliminary plat for "Verrado Victory District Phase 9 & 10" was approved by the Planning and Zoning Commission on July 26, 2022. Approval of the requested final plat would enable the applicant to build additional single-family homes in Verrado. This request is in general conformance with the approved preliminary plat and the approved Verrado Community Master Plan. All reviewing departments have approved the request, and the applicant has provided a Certificate of Assured Water Supply pursuant to ARS 9-463.01(I). This final plat is requested by David Nilsen of Verrado ARC LLC.

BENEFITS:
The approval of the final plat would enable the applicant to develop additional single-family housing in the Verrado Victory District.

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:
PLZV-23-00002 Vicinity Map.pdf
PLZV-22-00002 Verrado Victory Phase 10A Narrative.pdf
PLZV-23-00002 Verrado Victory Phase 10A FINAL PLAT - Final Plat.pdf
Victory Dis Ph 10 issued CAWS.PDF

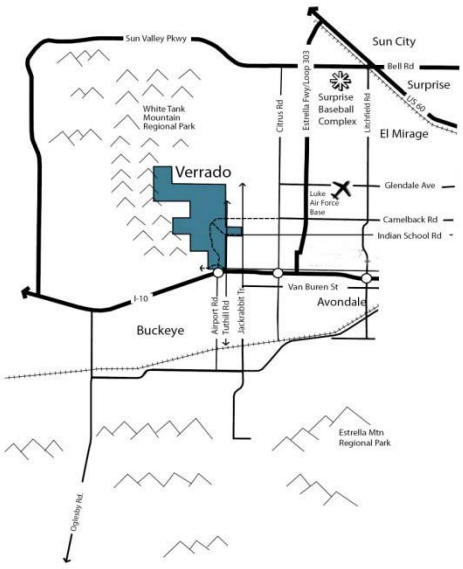
HOLE 8
VERRADO WAY
TIGER MOUNTAIN
N VERRADO WAY
W VICTORY BLVD
W SUNRISE LN
INDIAN SCHOOL RD
PROJECT SITE

Final Plat Narrative
Verrado, Victory District, Phase 10A
(5.17.24)

<u>Background</u>

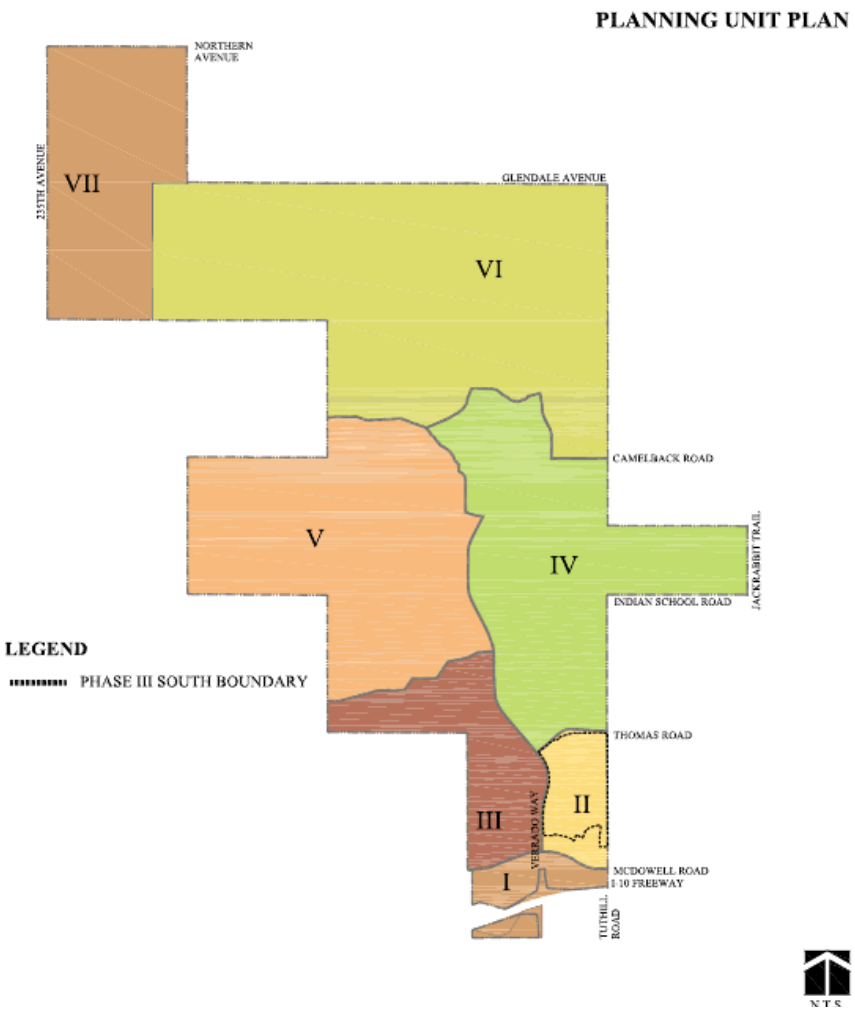
Verrado is an 8,816 acre master planned community located north of I-10 and east and west of Verrado Way ("Verrado") as shown on ***Exhibit A***. In 1999, the City of Buckeye (the "City") approved the Pre-Annexation and Development Agreement (the "PADA") and the Community Master Plan ("CMP"), both of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

Exhibit A



In 2004, the City approved an amendment to the CMP that added an additional sixteen (16) acres to the entitlements. The CMP, as amended, allows for a maximum of 14,080 residential dwelling units, 4,234,550 square feet of commercial/mixed use and 1,000 resort rooms. As of late 2021, approximately 55% of the total dwelling units have been platted. A Land Use Budget allocates these densities/intensities throughout the 8,816 acre property into seven (7) Planning Units as depicted in ***Exhibit B***.

Exhibit B



Description of Request

The purpose of this application is to request approval of the Final Plat for Phase 10A of the Verrado Victory District ("Victory"). The Final Plat (the "Property"), consists of approximately 51 acres and is located east of Verrado Way – Phase 4, north of the Victory

Golf Hole #8, southwest of Victory Golf Hole #7. The Final Plat creates 150 residential lots and numerous private tracts to be utilized for neighborhood parks, trails and other such uses – see ***Exhibit C***.

Exhibit C

Open Space

The property has the benefit of open space views onto the golf holes 7 and 8 in addition to providing 22 percent open space, which is 11.5 acres of the total acreage for the site.

Background on Verrado and Victory District

The Victory District is in the area north of the Main Street District and is exclusively for active adults. This represents a unique opportunity to create a convergence of complementary lifestyles, which will add to the diversity and charm of Verrado. Because this area is north of the Main Street District and given its proximity to the terrain of the White Tanks, the land plan will relax and take on a more organic quality that responds to terrain and the open space pattern of the golf fairways. While the fundamental design principles including street design, street trees, architectural design and neighborhood parks will still be employed, differences in execution will be made in order to meet the needs of the active adult. Specifically, the Victory District is planned with an emphasis on the following features:

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

Consistent with planning for Verrado, DMB has conducted a significant amount of analysis and study on active adult communities with the goal of creating a place that will meet the needs of the active adult population, but also which will seamlessly blend into the community of Verrado. While Victory will have its own personality and qualities, separate and apart from the rest of Verrado, it will complement and blend so as to create the sense that you are still in the same place.

Current Site Conditions

The "Property" is currently undeveloped. The majority of the "Property" consists of undeveloped desert; however, a portion of the parcel has disturbed in association with the construction of the golf holes and/or areas associated with the Caterpillar proving grounds operation, which ceased operations over 30 years ago.

Current General Plan Designation

The entire 8,816 acre Verrado property is designated as *Master Planned Community* in the City of Buckeye General Plan. In addition, because of the major washes that traverse Verrado, the General Plan land use map has several 'Floodway Transitional Areas' designated throughout the master planned community. The updated Planning Unit Drainage Plan and Update to Master Drainage Plan submittal addresses any drainage issues related to this land use designation.

Current Zoning Designation

Verrado is zoned Planned Community District ("PC") with an approved CMP and PADA as noted above. The CMP identifies several Development Options, which specify allowed uses and development criteria. In accordance with the CMP, the selected Development Options are identified on the Final Plat.

Planning Unit Plans

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

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

Surrounding Vicinity Information

The Final Plat is located within the northern portion of Verrado. Areas to the south have been developed in what are referred to as the "Main Street District" as shown on ***Exhibit D***.

Exhibit D

The Main Street District is developed with a mix of residential uses, with the Verrado Main Street forming a central gathering point in a manner that resembles a "small town" commercial district. The Raven Golf Course and Clubhouse exist on the west end of the

"Main Street." Development patterns in this area were intended to be formalized with significant amount of connectivity to the many neighborhood parks and trail systems throughout Verrado.

To the east are properties outside of Verrado, which include future phases of the Canyon Views development and a State Land parcel located north of Canyon Views.

	North	**South**	**East**	**West**
Existing Use	Undeveloped	Victory Phase 8	Victory Phase 8	Undeveloped
Existing Zoning	PC	PC	PC	PC
Planning Unit Plan Designation	PU VI	PU IV	PU VI	PU VI
Verrado "Districts"	Victory	Victory	Victory	Victory

Water Management Plan

EPCOR Water[1] is the water service provider for Verrado. Existing Zone 3 and 4 water lines will be extended from Verrado Way – Phase 4 and Victory Phase 8 to service the Property. Water storage will initially be provided by the Zone 3 South Reservoir. EPCOR Water will initiate the design and construction of the Zone 3 North Reservoir in the near future.

Wastewater Management Plan

EPCOR Water is also the wastewater service provider for Verrado. The wastewater distribution systems will be extended to service the "Property" from the existing Tuthill sewer trunk line that directs the wastewater to the existing wastewater reclamation facility, located north of McDowell Road adjacent to the Tuthill Road alignment.

Fire & Police Protection

Fire, Police and emergency services are provided by the City. The Verrado Fire Station 703 is located approximately 4 ½ miles to the south of the "Property" at 2582 North Verrado Way. Station 703 is a joint fire/police station that was partially funded by Verrado through the donation of land as well as cash donation as specified in the PADA.

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

Impact on Local Schools

The "Property" is located within three (3) school districts including 1) the Litchfield Elementary School District, 2) the Agua Fria Union High School District, and 3) the Saddle Mountain Elementary School District. The proposed Preliminary Plat complies with land use intensities allowed within the land use budget and further, will not impact the school districts by creating a need for additional schools because the project is age restricted.

Transportation/Roadways

Roadway circulation will be provided to Victory Phase 10A by several additional access points, which include: Verrado Way – Phase 4/Foothills Drive, 208th Avenue, and Palo Verde Drive. Access points and circulation has been previously discussed and approved by the Fire Department.

Foothills Drive, a "loaded collector roadway" will provide the main access from Verrado Way (Canyon Vista Road to Foothills Drive, also known as Phase 4) east to Palo Verde Drive. The horizontal and vertical geometric standards used to design Foothills Drive have been noted in the Paving Plans.

The residential streets will be tree-lined and have a five (5) foot wide sidewalk located on one side of the street only, as shown on the Improvement Plans. Local roadways will be minimum width of thirty-two (32) feet back-of-curb when lots are located on both side of the roadway. In this situation, parking is allowed on both sides of the street. Roadway widths adjacent to open space tracts will utilize a smaller half street section of twelve (12) feet from center line to back-of-curb with No Parking permitted along the narrower side of the roadway.

Roadway widths are shown on the improvement plans and are in conformance with CMP standards.

Proposed Trails, Parks and Open Space

Phase 10A includes a trail system that traverses the project, which will connect to existing trail systems within Victory. Trails are intended to be a central feature of Victory and will be provided throughout the entirety of the 1,300 acres. Future connections will also be made to other areas of Verrado as well as off-site trail systems with the goal of providing an overall trail system within the entire community that connects with trails from adjacent parks and other open space amenities. We have found in our research, that one of the key community elements that active adults desire is a path and trail system. To that end, we have made this an important feature of the community.

Development Standards

The Final Plat creates 150 residential lots as well as numerous private "tracts" that will be utilized for neighborhood parks, open space, trails and drainage. The Final Plat will include different lot sizes utilizing several Development Options including the Residential Low and Residential Medium categories. Below is an abbreviated summary of the Development Options with proposed lot development standards:

Development Option	Lot Size (CMP)		Min. Width & Depth		Max. Lot Coverage
	CMP	Prop.	CMP	Prop.	CMP
Residential Very Low	10,000	10,400 (80 x 130)	80'	80'	60%
Residential Low	6,000	8,160 (68 x 120)	60'	68'	60%
Residential Low/Medium	4,500	6,840 (57x120)	50'	57'	65%
Residential Medium	3,500	5,170 (47 x 120)	50% of lots within subdivision shall be a min. of 40' and 50% a min. of 45'	47'	65%

Verrado Design Guidelines

Design Guidelines for Victory have been developed to address the unique character that will be created in this portion of Verrado. The Victory design guidelines are similar to the existing Verrado Design Guidelines that are utilized to guide the unique architectural and land planning character that has made this community unique.

Summary

The Final Plat represents the tenth phase of the Victory District in Verrado. Victory will blend in seamlessly with Verrado, yet will be developed with its own character and qualities, which will ensure the success of the community. Overall, Victory will be internally and externally connected and will be developed with the same exacting standards as the existing portions of Verrado. The blending of different types of housing and generational housing will ensure Verrado continues to lead in creating a true mixed-use and sustainable community.

3R PLZV-23-00002 RECEIVED JUL 29 2024 WD

FINAL PLAT FOR "VERRADO, VICTORY DISTRICT, PHASE 10A"

SITUATED IN PORTIONS OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 2 WEST AND SECTION 13, TOWNSHIP 2 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER MERIDIAN, CITY OF BUCKEYE, MARICOPA COUNTY, ARIZONA.

DEDICATION

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS:

THAT DMB GOLF I LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND FIDELITY NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, ACTING NOT IN ITS CORPORATE CAPACITY, BUT SOLELY AS TRUSTEE UNDER ITS TRUST NO. B176 ("TRUSTEE"), AS OWNERS OF THE LAND DESCRIBED HEREIN, HAS SUBDIVIDED UNDER THE NAME OF "VERRADO, VICTORY DISTRICT, PHASE 10A", SITUATED IN PORTIONS OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 2 WEST AND SECTION 13, TOWNSHIP 2 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER MERIDIAN, CITY OF BUCKEYE, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON, AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE FINAL PLAT OF SAID "VERRADO, VICTORY DISTRICT, PHASE 10A", AND HEREBY DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE STREETS, LOTS, TRACTS AND EASEMENTS CONSTITUTING SAME, AND THAT THE STREETS, LOTS, TRACTS AND EASEMENTS SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT AND THAT OWNERS, HEREBY DEDICATE TO THE PUBLIC FOR USE AS SUCH THE PUBLIC STREETS AND PUBLIC EASEMENTS AS SHOWN ON THIS PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

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

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

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

OWNERS, EACH AS TO ITS OWN LEGAL INTERESTS IN THE LAND DESCRIBED HEREIN, HEREBY GRANT TO EPCOR A PERPETUAL SEWER EASEMENT OVER, UNDER, UPON AND ACROSS ALL AREAS DESIGNATED HEREON AS "SEWER EASEMENT" OR "SSE", SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE WASTEWATER LINE EASEMENT RECORDED AS INSTRUMENT NO. 2012–0714756, MCR, AS IF SAID AREAS WERE EASEMENT PREMISES THEREUNDER.

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

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

OWNERS, EACH AS TO ITS OWN LEGAL INTERESTS IN THE LAND DESCRIBED HEREIN, HEREBY GRANT TO THE CITY OF BUCKEYE FOR THE BENEFIT OF THE PUBLIC, A PERPETUAL LANDSCAPE AND SIDEWALK EASEMENT OVER, UNDER, UPON AND ACROSS TRACTS "A–1", "F–1" THRU "Q–1", INCLUSIVE; "G–2, "I–2" AND "K–2"; AND EACH SUCH EASEMENT AREA SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, AS ARE SPECIFICALLY SET FORTH IN SECTION 2.6 OF THE DEMA; SUCH TRACTS BEING DESIGNATED AS "LSWE" OR "LANDSCAPE / SIDEWALK TRACTS" AS DESCRIBED IN SECTION 2.6 OF THE DEMA.

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

OWNERS, EACH AS TO ITS OWN LEGAL INTERESTS IN THE LAND DESCRIBED HEREIN, HEREBY GRANT TO THE CITY OF BUCKEYE FOR THE BENEFIT OF THE PUBLIC, A SEPARATE PERPETUAL DRAINAGE EASEMENT OVER, UNDER, UPON AND ACROSS TRACTS "A–1", "B–1", "C–1", "D–1", "E–1", "J–1", "K–1", "R–1", "S–1", "U–1", "V–1", "X–1" "Y–1" and "Z–1" ALL AREAS DESIGNATED HEREON AS "DE" OR DRAINAGE EASEMENT, AND EACH SUCH EASEMENT AREA SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, AS ARE SPECIFICALLY SET FORTH IN SECTION 2.2 OF THE DEMA; SUCH TRACTS BEING DESIGNATED AS "DRAINAGE TRACTS" AS DESCRIBED IN SECTION 2.2 OF THE DEMA.

IN WITNESS WHEREOF:

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

DMB VERRADO I GOLF LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

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

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

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF TEXAS }
} SS
COUNTY OF DALLAS }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__,
BY _____, THE _____, OF DMB VERRADO GOLF I LLC, AN ARIZONA LIMITED LIABILITY COMPANY FOR AND ON BEHALF THEREOF.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

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

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

RATIFICATION AND APPROVAL

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

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

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

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

APPROVAL

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

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

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

BY: _____ DATE: _____
BUCKEYE CITY ENGINEER

I HEREBY CERTIFY THAT THIS PLAT SUBSTANTIALLY CONFORMS TO THE APPROVED PRELIMINARY PLAT AND THAT ALL TRACTS SHOWN UPON THIS PLAT CONFORM TO THE VERRADO (FORMERLY CATERPILLAR) COMMUNITY MASTER PLAN (CMP) APPROVED BY THE CITY OF BUCKEYE AND INCORPORATED BY REFERENCE INTO THAT CERTAIN PRE–ANNEXATION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BUCKEYE AND DMB WHITE TANK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, RECORDED AS DOCUMENT NO 99–1071208, M.C.R. THE "CMP", INCLUDING ALL MAJOR AND MINOR AMENDMENTS THERETO, AND ARE SUITABLE FOR THE PURPOSE FOR WHICH THEY ARE SUBDIVIDED.

BY: _____ DATE: _____
DEVELOPMENT SERVICES DIRECTOR

NOTES

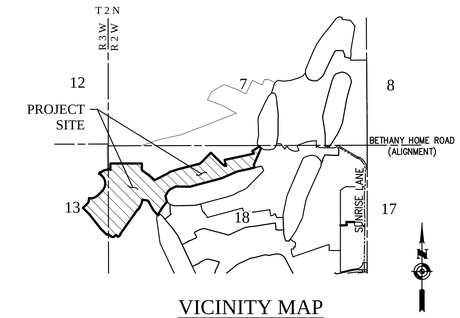
1. THE LAND DESCRIBED HEREIN IS OR WILL BE SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND OTHER PROVISIONS CONTAINED IN THAT CERTAIN COVENANT FOR COMMUNITY FOR VERRADO RECORDED IN DOCUMENT NO. 2003–0531387, M.C.R., AS SAME MAY BE AMENDED FROM TIME TO TIME, AND IS OR WILL BE SUBJECT TO THAT CERTAIN COMMUNITY CHARTER FOR VERRADO (THE "CHARTER") RECORDED IN DOCUMENT NO. 2002–1008906, M.C.R., AS SAME MAY BE AMENDED FROM TIME TO TIME AND IS OR WILL BE SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VICTORY DISTRICT (THE "VICTORY CC&R'S") RECORDED IN DOCUMENT NO. 2014–0004847, M.C.R., AS SAME MAY BE AMENDED FROM TIME TO TIME. PURSUANT TO THE CHARTER, VERRADO COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION (THE "COMMUNITY ASSOCIATION") WAS FORMED TO, AMONG OTHER THINGS, GOVERN THE USE AND MAINTENANCE OF PORTIONS OF THE "VILLAGE" AS DEFINED IN THE CHARTER. PURSUANT TO THE VICTORY CC&R'S, VICTORY DISTRICT ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION (THE "VICTORY ASSOCIATION") WAS FORMED TO, AMONG OTHER THINGS, GOVERN THE USE AND MAINTENANCE OF PORTIONS OF THE "VICTORY DISTRICT" AS DEFINED IN THE VICTORY CC&R'S. ALL OWNERS OF LOTS SHALL BE MEMBERS OF BOTH THE COMMUNITY ASSOCIATION AND THE VICTORY ASSOCIATION. ALL TRACTS EXCEPT "H–1" ARE AREAS OF COMMON RESPONSIBILITY.
2. CONSTRUCTION WITHIN UTILITY EASEMENTS, EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES, SHALL BE LIMITED TO WOOD, WIRE, OR REMOVABLE SECTION–TYPE FENCING AND MUST BE IN CONFORMANCE WITH THE CHARTER.
3. ALL SETBACKS SHALL CONFORM WITH THE COMMUNITY MASTER PLAN (CMP), INCLUDING ALL MAJOR AND MINOR AMENDMENTS THERETO.
4. THE LAND DESCRIBED IN THIS PLAT IS LOCATED WITHIN THE SERVICE AREA OF EPCOR WATER ARIZONA INC. CERTIFICATE OF ASSURED WATER SUPPLY NO. ADWR# 27–701262.000 FOR "VERRADO, VICTORY DISTRICT, PHASE 10" HAS BEEN SUBMITTED WITH THE PLAT.
5. ALL TRACTS IDENTIFIED AS AREAS OF COMMON RESPONSIBILITY SHALL BE CONVEYED TO THE COMMUNITY ASSOCIATION, AND SHALL BE MAINTAINED AS AREAS OF COMMON RESPONSIBILITY BY THE COMMUNITY ASSOCIATION AND SHALL NOT BE ACCEPTED FOR MAINTENANCE OR OWNERSHIP BY THE CITY.
6. THE LAND DESCRIBED IN THIS PLAT IS SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RELATING TO TELECOMMUNICATIONS RECORDED AS DOCUMENT NO. 2002–1008905, MCR" AS SAME MAY BE AMENDED FROM TIME TO TIME.
7. REFERENCE THE "RESULTS OF SURVEY, VERRADO" RECORDED IN BOOK 602, PAGE 30, M.C.R., FOR THE DOCUMENTATION REGARDING THE BASIS OF BEARING FOR THIS PLAT, THE PROJECT BOUNDARY FOR VERRADO AND RELATED SECTION CORNER AND SECTION LINE INFORMATION.
8. ALL CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAPPED OR TAGGED. BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT AT TIME OF CONSTRUCTION.
9. NO TREES ARE ALLOWED WITHIN THE "VISIBILITY TRIANGLE EASEMENT" (VTE) AREA OR "SIGHT VISIBILITY EASEMENT" (SVE). NO OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS ALLOWED WITHIN THE VISIBILITY TRIANGLE EASEMENT AREA. TREE CANOPIES OVERHANGING THE VISIBILITY TRIANGLE EASEMENT AREA AND SIGHT VISIBILITY EASEMENT SHALL BE KEPT TRIMMED TO A HEIGHT NO LESS THAN 7 FEET.
10. PURSUANT TO AND SUBJECT TO THE PROVISIONS OF SECTION 13.8 OF THE CHARTER, AN EASEMENT IS ESTABLISHED OVER THE PORTIONS OF THE TRACTS DESIGNATED AS TRACTS "A–2", "B–2", "C–2", "D–2", "E–2", "F–2", "G–2", "H–2", "I–2", "J–2", "K–2", "L–2", "M–2", "N–2", "O–2" AND "P–2" THAT ARE NOT ADJOINING AN AREA SUBJECT TO A "VEHICULAR NON–ACCESS EASEMENT" OR (VNAE) PROVIDING PEDESTRIAN AND VEHICULAR ACCESS TO THE LOTS AND, SUBJECT TO FIRST OBTAINING ALL NECESSARY APPROVALS REQUIRED BY THE CHARTER, GRANTING OWNERS OF SUCH LOTS THE RIGHT TO INSTALL DRIVEWAY AND UNDERGROUND UTILITY IMPROVEMENTS TRANSECTING THE TRACTS.
11. THE SUBDIVISION DEPICTED ON THIS PLAT IS LOCATED WITHIN TERRITORY, IN THE VICINITY OF A MILITARY AIRPORT (LUKE AIR FORCE BASE) AND MAY BE SUBJECT TO INCREASED NOISE, ACCIDENT POTENTIAL AND JET AIRCRAFT OVERFLIGHTS, AS PER INSTRUMENT NUMBER 2001–0743413, MCR.
12. DEVELOPMENT WITHIN THIS SUBDIVISION WILL COMPLY WITH THE APPLICABLE FIRE CODES REGARDING SUPPRESSION, PURSUANT TO CITY OF BUCKEYE CODE 152–10, SECTION 903.2.8.
13. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND EXCEPT POWER LINES 69KV AND LARGER.

COMMUNITY MASTER PLAN DEVELOPMENT OPTION

ALL SETBACKS SHALL CONFORM TO THE COMMUNITY MASTER PLAN (CMP), INCLUDING ALL MAJOR AND MINOR AMENDMENTS THERETO, DEVELOPMENT OPTION – RESIDENTIAL HIGH, RESIDENTIAL MEDIUM AND RESIDENTIAL LOW.

FLOOD ZONE

THE PROPERTY IS LOCATED WITHIN AN AREA DESIGNATED AS HAVING FLOOD ZONE "X" (SHADED) BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 0400391665L, WITH A REVISION DATE OF 10/16/2013 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.



VICINITY MAP

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

PROPERTY OWNER(S)

FIDELITY NATIONAL TITLE INSURANCE COMPANY,
TRUST NO. B176 ("TRUSTEE")
14000 NORTH PIMA ROAD, SUITE 100
SCOTTSDALE, AZ 85260
TEL: (480) 214–4523
CONTACT: BRENDA TUCSON, TRUSTEE
EMAIL: BRENDA.TUCSON@FNF.COM

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

ENGINEER/SURVEYOR

HUITT–ZOLLARS, INC
5050 N. 40TH STREET, SUITE 100
PHOENIX, AZ. 85018
TEL (602) 252–8384
FAX (602) 252–8385
CONTACT: THOMAS E. GRANILLO, RLS
EMAIL: TGRANILLO@HUITT–ZOLLARS.COM

DEVELOPER

VERRADO ARC, LLC
6263 N. SCOTTSDALE ROAD, SUITE 330
SCOTTSDALE, AZ 85250
TEL: (480) 367–7619
CONTACT: DAVE NILSEN
EMAIL: DNILSEN@OMBINC.COM

BASIS OF BEARINGS

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA & SALT RIVER MERIDIAN, HAVING A BEARING OF SOUTH 0°05'08" WEST (BASIS OF BEARINGS), 2,630.10' AS MEASURED FROM THE FOUND ALUMINUM CAP MONUMENTING THE NORTHEAST CORNER OF SAID SECTION 18, AND THE FOUND MCDOT ALUMINUM CAP MONUMENTING THE EAST QUARTER CORNER OF SAID SECTION 18.

SHEET INDEX

SHEET 1	SITE INFORMATION, APPROVALS, NOTES AND SURVEYOR'S CERTIFICATION
SHEET 2	SECTIONAL LAYOUT, BOUNDARY AND KEY MAP
SHEET 3	LOT AREA TABLE, TRACT AREA & USE TABLE, RIGHT–OF–WAY TABLE, CMP DEVELOPMENT OPTIONS, PROJECT SUMMARY, PUE TYPICAL DIMENSION DETAIL, VISIBILITY EASEMENT DETAIL AND LEGEND
SHEET 4 – 9	PLAT SHEETS
SHEET 10 – 11	LINE & CURVE TABLES

REFERENCE SURVEYS

R1 – FINAL PLAT FOR "VERRADO VICTORY DISTRICT – PHASE 8", RECORDED AS BOOK 1613, PAGE 29, MCR
R2 – FINAL PLAT FOR "VERRADO VICTORY DISTRICT – PHASE 7B", RECORDED AS BOOK 1580, PAGE 48, MCR
R3 – FINAL PLAT FOR "VERRADO VICTORY DISTRICT PHASE 1", RECORDED AS BOOK 1172, PAGE 11, MCR
R4 – FINAL PLAT FOR "VERRADO VICTORY DISTRICT – PHASE 9", RECORDED AS BOOK 1766, PAGE 27, MCR
R5 – MAP OF DEDICATION FOR "VERRADO WAY – CANYON VISTA ROAD TO FOOTHILLS DRIVE", RECORDED AS BOOK 1790, PAGE 35, MCR
R6 – ALTA/ACSM LAND TITLE SURVEY FOR VERRADO ARC – PHASE 1, BY HOSKIN RYAN CONSULTANTS, INC. JOB 12–080, DATED SEPTEMBER 26, 2013
R7 – ALTA/ACSM LAND TITLE SURVEY FOR VERRADO VICTORY DISTRICT PHASE 2, BY HOSKIN RYAN CONSULTANTS, INC., JOB 14–019, DATED FEBRUARY 18, 2015
R8 – RESULTS OF SURVEY VERRADO, BOOK 602, PAGE 30, MCR.

SURVEYOR'S CERTIFICATION

I, THOMAS E. GRANILLO, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAT CONSISTING OF ELEVEN (11) SHEETS CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME DURING THE MONTH OF MAY 2024. THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN, THAT ALL MONUMENTS EXISIT OR WILL BE SET AND, THAT THEIR POSITIONS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

THOMAS E. GRANILLO, RLS
ARIZONA R.L.S. 55545

7/24/2024
DATE

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55545
THOMAS E. GRANILLO
Date signed 7/24/2024
ARIZONA, U.S.A.

SEE SHEETS 10 AND 11 - LINE & CURVE TABLES	AREA 50.9854 AC	PLZV - 23 - 00002
		SHEET 1 OF 11
G:\projects\R313610.10 – Victory – Phase 10 Final Design Service\10 CADD & BIM\10.15 Mapping\Dwg\PM – Parcel Maps\31361010FP– VVD PH 10A.dwg	Job No: R313610.10	Date: 7/24/2024

HUITT ZOLLARS
5050 N. 40th Street Suite #100 | Phoenix, Arizona 85018
Office (602) 252-8384 | Fax (602) 252-8385
www.huitt-zollars.com

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	297.50'	24°44'17"	128.45'	S22°46'31"W	127.45'
C2	11.00'	85°40'24"	16.45'	S7°41'33"E	14.96'
C3	11.00'	94°00'00"	18.05'	S82°28'16"W	16.09'
C4	11.00'	87°23'41"	16.78'	S8°13'35"E	15.20'
C5	11.00'	85°01'54"	16.32'	S85°33'37"W	14.87'
C6	379.07'	10°33'51"	69.89'	N51°30'16"E	69.79'
C7	204.00'	54°23'41"	193.67'	N72°11'50"E	186.48'
C8	218.46'	97°00'20"	369.86'	N3°30'10"W	327.24'
C9	1,184.00'	2°42'45"	56.05'	N53°21'42"W	56.05'
C10	20.00'	75°55'42"	26.50'	N87°19'04"E	24.61'

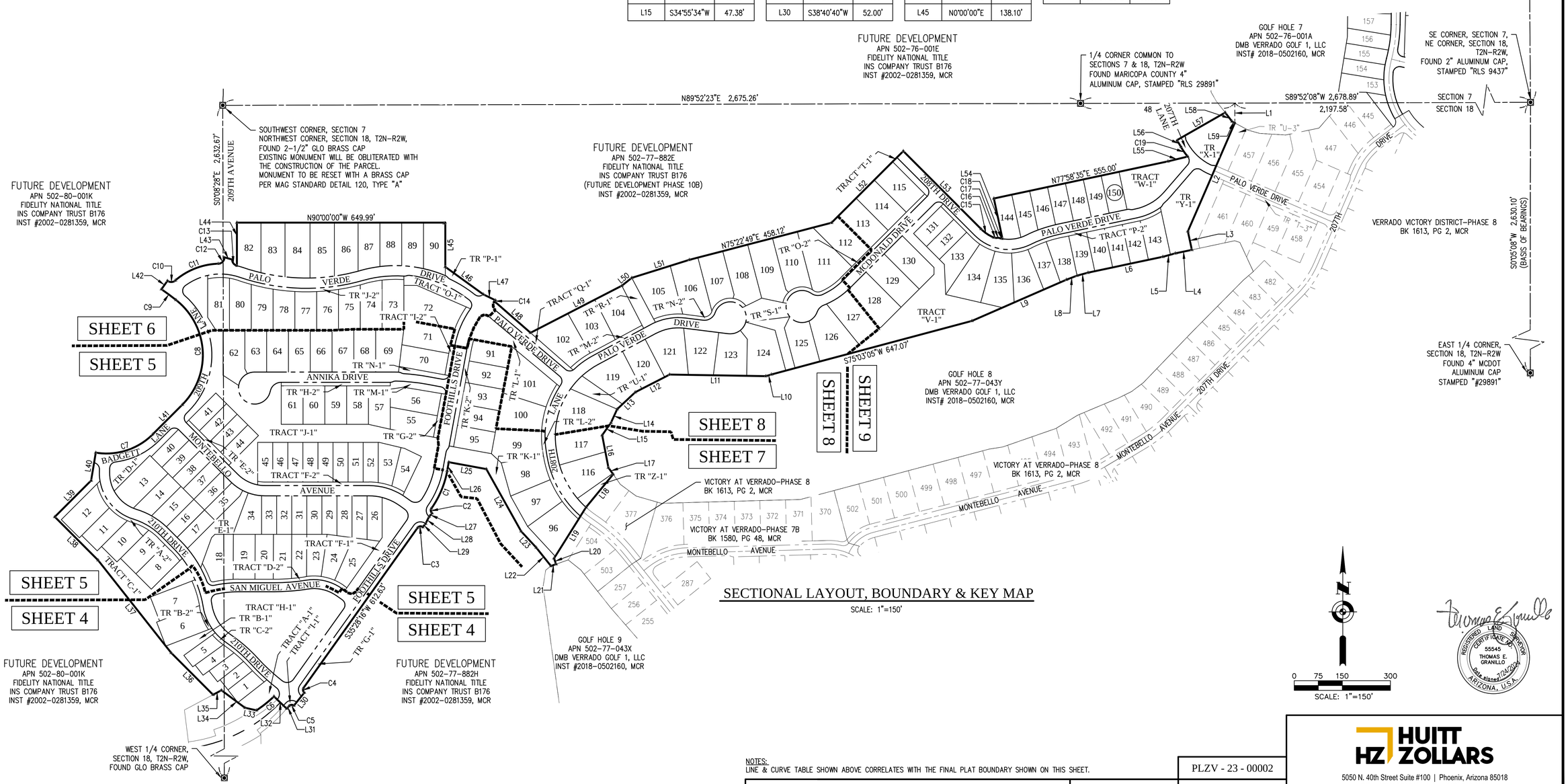
CURVE TABLE					
CURVE NO.	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C11	216.00'	38°48'10"	146.28'	S68°45'19"W	143.50'
C12	20.00'	88°09'24"	30.77'	N44°04'42"E	27.83'
C13	20.00'	75°31'21"	26.36'	S37°45'40"E	24.49'
C14	20.00'	12°32'24"	4.38'	S44°45'20"W	4.37'
C15	123.00'	22°12'47"	47.69'	S56°03'18"E	47.39'
C16	20.00'	30°19'58"	10.59'	S82°19'41"E	10.46'
C17	20.00'	21°58'35"	7.67'	N86°30'22"W	7.62'
C18	119.00'	4°44'59"	9.86'	S77°53'34"E	9.86'
C19	192.00'	10°39'54"	35.74'	S35°08'15"E	35.69'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S0°07'52"E	62.16'
L2	S23°27'02"W	367.99'
L3	S11°59'56"E	59.27'
L4	S78°00'04"W	52.61'
L5	S74°48'40"W	40.30'
L6	S77°58'35"W	238.56'
L7	S75°00'52"W	35.44'
L8	S69°05'33"W	35.44'
L9	S66°26'38"W	321.67'
L10	S73°26'03"W	18.61'
L11	N89°03'46"W	299.93'
L12	S62°45'26"W	120.73'
L13	S46°54'12"W	77.13'
L14	S24°44'08"W	46.63'
L15	S34°55'34"W	47.38'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L16	S10°55'47"E	102.98'
L17	S35°27'58"E	25.25'
L18	S39°22'25"W	133.43'
L19	S32°05'37"W	187.66'
L20	S19°36'03"E	19.38'
L21	S70°23'56"W	17.13'
L22	N38°33'09"W	73.19'
L23	N42°46'52"W	69.63'
L24	N29°14'35"W	222.25'
L25	N79°35'38"W	119.22'
L26	S10°24'22"W	27.15'
L27	S39°28'16"W	14.00'
L28	S27°17'33"W	24.55'
L29	S39°28'16"W	14.00'
L30	S38°40'40"W	52.00'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L31	S43°02'40"W	11.13'
L32	S46°11'50"E	55.04'
L33	N77°16'53"W	36.89'
L34	S53°19'59"E	91.26'
L35	N61°54'34"E	29.60'
L36	N45°00'00"W	184.71'
L37	N38°16'29"W	367.94'
L38	N45°00'00"W	191.01'
L39	N45°00'00"E	160.25'
L40	S9°23'41"W	88.08'
L41	N45°00'00"E	130.97'
L42	N35°16'55"E	32.00'
L43	S74°21'42"E	24.92'
L44	N0°00'00"E	134.53'
L45	N0°00'00"E	138.10'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L46	N54°05'10"W	146.20'
L47	S64°05'04"E	42.45'
L48	N48°51'47"W	148.89'
L49	N62°45'26"E	320.23'
L50	S51°36'57"W	39.70'
L51	N72°39'41"E	188.21'
L52	N45°03'05"E	316.37'
L53	N44°56'55"W	343.25'
L54	N12°01'25"W	128.39'
L55	N76°15'56"E	63.32'
L56	S29°48'18"E	25.51'
L57	N60°11'42"E	173.08'
L58	S37°14'54"E	35.10'
L59	S61°54'23"E	10.06'



SECTIONAL LAYOUT, BOUNDARY & KEY MAP

SCALE: 1"=150'

REGISTERED LAND SURVEYOR CERTIFICATE NO. 55545 THOMAS E. GRANILLO Date signed 7/24/2024 ARIZONA, U.S.A.

NOTES:
LINE & CURVE TABLE SHOWN ABOVE CORRELATES WITH THE FINAL PLAT BOUNDARY SHOWN ON THIS SHEET.

SEE SHEETS 10 AND 11 - LINE & CURVE TABLES

AREA 50.9854 AC

PLZV - 23 - 00002

SHEET 2 OF 11

Job No: R313610.10

Date: 7/24/2024

G:\projects\R313610.10 – Victory – Phase 10 Final Design Service\10 CADD & BIM\10.15 Mapping\Dwg\PM – Parcel Maps\31361010FP– VVD PH 10A.dwg

HUITT ZOLLARS
5050 N. 40th Street Suite #100 | Phoenix, Arizona 85018
Office (602) 252-8384 | Fax (602) 252-8385
www.huitt-zollars.com

LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)
1	4,996.29	0.1147
2	3,795.41	0.0871
3	4,107.71	0.0943
4	4,559.72	0.1047
5	5,061.50	0.1162
6	11,180.59	0.2567
7	11,006.13	0.2527
8	8,660.08	0.1988
9	8,652.46	0.1986
10	8,748.89	0.2008
11	8,488.84	0.1949
12	11,274.26	0.2588
13	12,800.86	0.2939
14	8,000.17	0.1837
15	7,079.56	0.1625
16	5,687.19	0.1306
17	5,702.44	0.1309
18	11,694.56	0.2685
19	9,522.24	0.2186
20	7,980.10	0.1832

LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)
21	7,938.90	0.1823
22	6,345.80	0.1457
23	7,101.54	0.1630
24	8,564.64	0.1966
25	9,688.93	0.2224
26	6,439.18	0.1478
27	6,266.95	0.1439
28	5,976.05	0.1372
29	5,702.45	0.1309
30	5,640.00	0.1295
31	5,640.07	0.1295
32	5,639.93	0.1295
33	5,641.12	0.1295
34	8,238.49	0.1891
35	5,737.70	0.1317
36	5,640.14	0.1295
37	5,640.00	0.1295
38	5,640.00	0.1295
39	5,640.00	0.1295
40	5,639.94	0.1295

LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)
41	5,640.00	0.1295
42	5,640.00	0.1295
43	5,640.00	0.1295
44	5,640.00	0.1295
45	5,797.58	0.1331
46	5,814.84	0.1335
47	5,814.84	0.1335
48	5,814.84	0.1335
49	5,814.84	0.1335
50	5,814.84	0.1335
51	5,814.84	0.1335
52	5,833.81	0.1339
53	7,123.64	0.1635
54	6,970.51	0.1600
55	9,742.63	0.2237
56	10,509.33	0.2413
57	8,685.00	0.1994
58	8,160.00	0.1873
59	8,160.00	0.1873
60	8,160.00	0.1873

LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)
61	8,160.00	0.1873
62	10,594.17	0.2432
63	8,859.25	0.2034
64	8,840.00	0.2029
65	8,840.00	0.2029
66	8,840.00	0.2029
67	8,955.41	0.2056
68	9,070.82	0.2082
69	10,626.47	0.2440
70	9,987.65	0.2293
71	11,913.77	0.2735
72	17,662.36	0.4055
73	10,529.68	0.2417
74	9,970.58	0.2289
75	8,938.72	0.2052
76	8,394.83	0.1927
77	8,180.26	0.1878
78	8,438.00	0.1937
79	9,184.81	0.2109
80	10,416.24	0.2391

LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)
81	10,574.24	0.2428
82	10,932.74	0.2510
83	12,268.90	0.2817
84	13,408.41	0.3078
85	12,964.75	0.2976
86	11,835.37	0.2717
87	9,747.09	0.2238
88	9,169.61	0.2105
89	9,388.75	0.2155
90	10,425.31	0.2393
91	8,280.82	0.1901
92	8,230.34	0.1889
93	8,160.00	0.1873
94	8,160.00	0.1873
95	8,160.00	0.1873
96	13,271.14	0.3047
97	12,179.22	0.2796
98	12,122.40	0.2783
99	13,939.36	0.3200
100	13,365.99	0.3068

LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)
101	17,182.54	0.3945
102	15,325.22	0.3518
103	12,910.09	0.2964
104	13,238.22	0.3039
105	15,825.90	0.3633
106	15,604.79	0.3582
107	12,124.52	0.2783
108	14,030.51	0.3221
109	15,085.87	0.3463
110	13,839.05	0.3177
111	18,409.24	0.4226
112	12,114.08	0.2781
113	11,333.69	0.2602
114	11,333.69	0.2602
115	11,475.36	0.2634
116	13,451.19	0.3088
117	13,219.21	0.3035
118	17,040.50	0.3912
119	15,595.80	0.3580
120	10,575.81	0.2428

LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)
121	14,267.18	0.3275
122	13,051.14	0.2996
123	12,731.19	0.2923
124	16,200.71	0.3719
125	11,138.95	0.2557
126	15,779.45	0.3622
127	12,535.96	0.2878
128	13,515.32	0.3103
129	12,400.00	0.2847
130	12,287.50	0.2821
131	6,840.00	0.1570
132	6,840.00	0.1570
133	9,943.77	0.2283
134	14,118.66	0.3241
135	13,103.88	0.3008
136	10,665.90	0.2449
137	7,969.20	0.1829
138	8,360.81	0.1919
139	7,130.89	0.1637
140	7,098.49	0.1630

LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)
141	7,098.49	0.1630
142	7,098.68	0.1630
143	9,129.93	0.2096
144	7,675.72	0.1762
145	7,436.60	0.1707
146	6,942.32	0.1594
147	6,840.10	0.1570
148	6,840.00	0.1570
149	6,840.00	0.1570
150	6,840.00	0.1570

LEGEND

- INDICATES SECTION CORNER, AS NOTED
- INDICATES CORNER OF SUBDIVISION 1/2" REBAR TO BE SET.
- SET CENTERLINE MONUMENT. SET BRASS CAP PER MAG STD DET 120, TYPE "B" (UNLESS OTHERWISE SPECIFIED), IN CONJUNCTION WITH THE CONSTRUCTION PER THE APPROVED IMPROVEMENT PLANS.
- EXISTING CENTERLINE MONUMENT

C#	CURVE NUMBER	CMP	COMMUNITY MASTER PLAN
L#	LINE NUMBER	MCR	MARICOPA COUNTY RECORDS
L	ARC LENGTH	GAE	GOLF ACCESS EASEMENT
SEC	SECTION	LSWE	LANDSCAPE AND SIDEWALK EASEMENT
COR	CORNER	PUE	PUBLIC UTILITY EASEMENT
BK	BOOK	SDE	STORM DRAIN EASEMENT
PG	PAGE	SSE	SANITARY SEWER EASEMENT
INST	INSTRUMENT	SVE	SIGHT VISIBILITY EASEMENT
EX.	EXISTING	VNAE	VEHICULAR NON-ACCESS EASEMENT
FD	FOUND	VTE	VISIBILITY TRIANGLE EASEMENT
GLO	GENERAL LAND OFFICE	WE	WATER EASEMENT
TR	TRACT	WMIA	WHITE TANK MOUNTAIN IMPROVEMENT ASSOCIATION
AC	ACRES	(R#)	RECORDED DOCUMENT REFERENCE – SEE SHEET 1
FT	FOOT		
SF	SQUARE FEET		
R/W	RIGHT-OF-WAY		
S/W	SIDEWALK		
ESMT	EASEMENT		
DE	DRAINAGE EASEMENT		

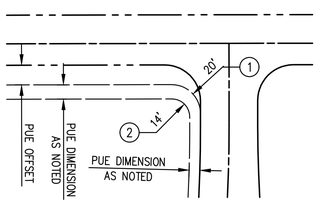
- EASEMENT
- RIGHT-OF-WAY
- LOT & TRACT LINE
- CENTERLINE
- BOUNDARY LINE
- MATCH LINE
- DENOTES EXISTING FLOODPLAIN
- SECTION LINE
- MID-SECTION LINE
- (1) VISIBILITY TRIANGLE EASEMENT
- (2) SIGHT VISIBILITY EASEMENT

TRACT AREA & USE TABLE			
TRACT NAME	AREA (SF)	AREA (ACRE)	USE
TRACT "A-1"	6,192	0.1422	DRAINAGE, LANDSCAPE / SIDEWALK
TRACT "A-2"	4,007	0.0920	PARKWAY, LOT ACCESS, LANDSCAPE / SIDEWALK
TRACT "B-1"	10,842	0.2489	DRAINAGE, LANDSCAPE / SIDEWALK
TRACT "B-2"	1,772	0.0407	PARKWAY, LOT ACCESS, LANDSCAPE / SIDEWALK
TRACT "C-1"	30,227	0.6939	DRAINAGE, LANDSCAPE / SIDEWALK
TRACT "C-2"	2,403	0.0552	PARKWAY, LOT ACCESS, LANDSCAPE / SIDEWALK
TRACT "D-1"	8,575	0.1969	DRAINAGE, LANDSCAPE/SIDEWALK
TRACT "D-2"	5,425	0.1245	PARKWAY, LOT ACCESS, LANDSCAPE / SIDEWALK
TRACT "E-1"	11,525	0.2646	DRAINAGE, LANDSCAPE / SIDEWALK
TRACT "E-2"	2,068	0.0475	PARKWAY, LOT ACCESS, LANDSCAPE / SIDEWALK
TRACT "F-1"	13,763	0.3160	LANDSCAPE / SIDEWALK
TRACT "F-2"	5,073	0.1164	PARKWAY, LOT ACCESS, LANDSCAPE / SIDEWALK
TRACT "G-1"	9,374	0.2152	LANDSCAPE / SIDEWALK
TRACT "G-2"	1,940	0.0445	PARKWAY, LOT ACCESS, LANDSCAPE / SIDEWALK

TRACT AREA & USE TABLE			
TRACT NAME	AREA (SF)	AREA (ACRE)	USE
TRACT "H-1"	74,187	1.7031	FUTURE DEVELOPMENT
TRACT "H-2"	3,740	0.0859	PARKWAY, LOT ACCESS, LANDSCAPE / SIDEWALK
TRACT "I-1"	529	0.0122	LANDSCAPE / SIDEWALK
TRACT "I-2"	3,116	0.0715	PARKWAY, LOT ACCESS, LANDSCAPE / SIDEWALK
TRACT "J-1"	81,480	1.8705	DRAINAGE, TRAIL, LANDSCAPE / SIDEWALK
TRACT "J-2"	6,830	0.1568	PARKWAY, LOT ACCESS, LANDSCAPE / SIDEWALK
TRACT "K-1"	20,738	0.4761	DRAINAGE, LANDSCAPE / SIDEWALK
TRACT "K-2"	4,761	0.1093	PARKWAY, LOT ACCESS, LANDSCAPE / SIDEWALK
TRACT "L-1"	12,783	0.2934	LANDSCAPE / SIDEWALK
TRACT "L-2"	4,996	0.1147	PARKWAY, LOT ACCESS, LANDSCAPE / SIDEWALK
TRACT "M-1"	3,549	0.0815	LANDSCAPE / SIDEWALK
TRACT "M-2"	2,835	0.0651	PARKWAY, LOT ACCESS, LANDSCAPE / SIDEWALK
TRACT "N-1"	2,477	0.0569	LANDSCAPE / SIDEWALK
TRACT "N-2"	3,452	0.0793	PARKWAY, LOT ACCESS, LANDSCAPE / SIDEWALK

TRACT AREA & USE TABLE			
TRACT NAME	AREA (SF)	AREA (ACRE)	USE
TRACT "O-1"	7,043	0.1617	LANDSCAPE / SIDEWALK
TRACT "O-2"	6,470	0.1485	PARKWAY, LOT ACCESS, LANDSCAPE / SIDEWALK
TRACT "P-1"	2,413	0.0554	LANDSCAPE / SIDEWALK
TRACT "P-2"	8,314	0.1909	PARKWAY, LOT ACCESS, LANDSCAPE / SIDEWALK
TRACT "Q-1"	5,265	0.1209	LANDSCAPE / SIDEWALK
TRACT "R-1"	6,126	0.1406	DRAINAGE, TRAIL, LANDSCAPE / SIDEWALK
TRACT "S-1"	14,278	0.3278	DRAINAGE, LANDSCAPE / SIDEWALK
TRACT "T-1"	2,818	0.0647	LANDSCAPE / SIDEWALK
TRACT "U-1"	5,844	0.1342	DRAINAGE, LANDSCAPE
TRACT "V-1"	46,019	1.0564	DRAINAGE, LANDSCAPE / SIDEWALK
TRACT "W-1"	19,705	0.4524	TRAIL, LANDSCAPE / SIDEWALK
TRACT "X-1"	14,080	0.3232	DRAINAGE, TRAIL, LANDSCAPE / SIDEWALK
TRACT "Y-1"	21,873	0.5021	DRAINAGE, TRAIL, LANDSCAPE / SIDEWALK
TRACT "Z-1"	2,748	0.0631	DRAINAGE, LANDSCAPE / SIDEWALK

RIGHT-OF-WAY AREA TABLE		
NAME	AREA (SF)	AREA (ACRE)
207TH LANE	1,881.56	0.0432
208TH DRIVE	11,995.95	0.2754
208TH LANE	14,136.45	0.3245
209TH DRIVE	647.38	0.0149
209TH LANE	14,031.41	0.3221
210TH DRIVE	29,958.13	0.6877
ANNIKA DRIVE	25,241.98	0.5795
BADGETT LANE	8,173.97	0.1876
FOOTHILLS DRIVE	45,224.84	1.0382
MCDONALD DRIVE	24,106.74	0.5534
MONTEBELLO AVENUE	28,045.49	0.6438
PALO VERDE DRIVE	86,985.16	1.9969
SAN MIGUEL AVENUE	13,063.74	0.2999
TOTAL	303,492.80	6.9672



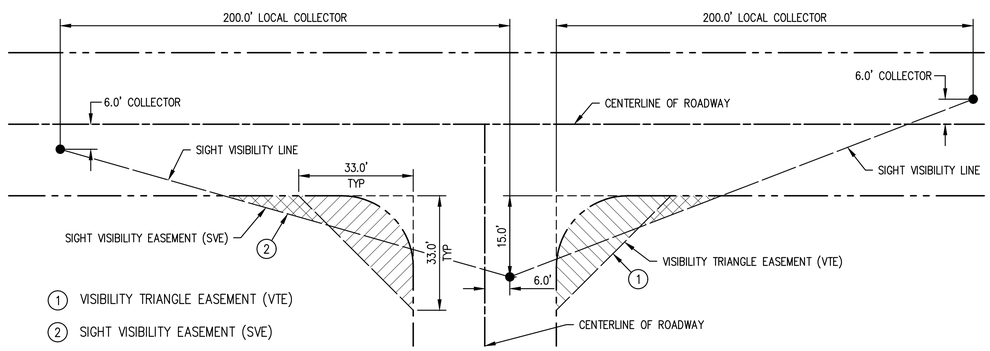
PUE TYPICAL DIMENSION DETAIL

NOT TO SCALE

(1) RADIUS PUE OUTER TRANSITION (TYPICAL)

(2) RADIUS PUE INNER TRANSITION (TYPICAL)

NOTE: ALL RADII SHOWN, WHETHER ADJACENT TO THE RIGHT-OF-WAY OR TRANSITIONED TO AN OFFSET, HAVE A RADIUS DIMENSION PER THIS DETAIL. THE PUE OFFSETS ARE DIMENSIONED IN PLAT SHEETS.



VISIBILITY EASEMENTS DETAIL

NOT TO SCALE

CMP DEVELOPMENT OPTIONS					
"VERRADO, VICTORY DISTRICT, PHASE 10A"					
DEVELOPMENT OPTION	RM	RM	RL	RL	RH
PRODUCT	47C	57C	68C	80C	35C
NUMBER OF LOTS	35	24	47	39	5
STANDARD LOT SIZE (FT)	47' X 120'	57' X 120'	68' x 120'	80' X 130'	35' X 88'
MINIMUM LOT WIDTH (FT)	47'	57'	68'	80'	35'
STANDARD LOT SIZE (SF)	5,640	6,840	8,160	10,400	3,080

PROJECT SUMMARY	
RESIDENTIAL	AREA (Acres)
LOT AREAS (150 LOTS)	32.5018
TRACTS	11.5164
RIGHT-OF-WAY AREAS	6.9672
"VERRADO, VICTORY DISTRICT, PHASE 10A" TOTAL	50.9854 AC

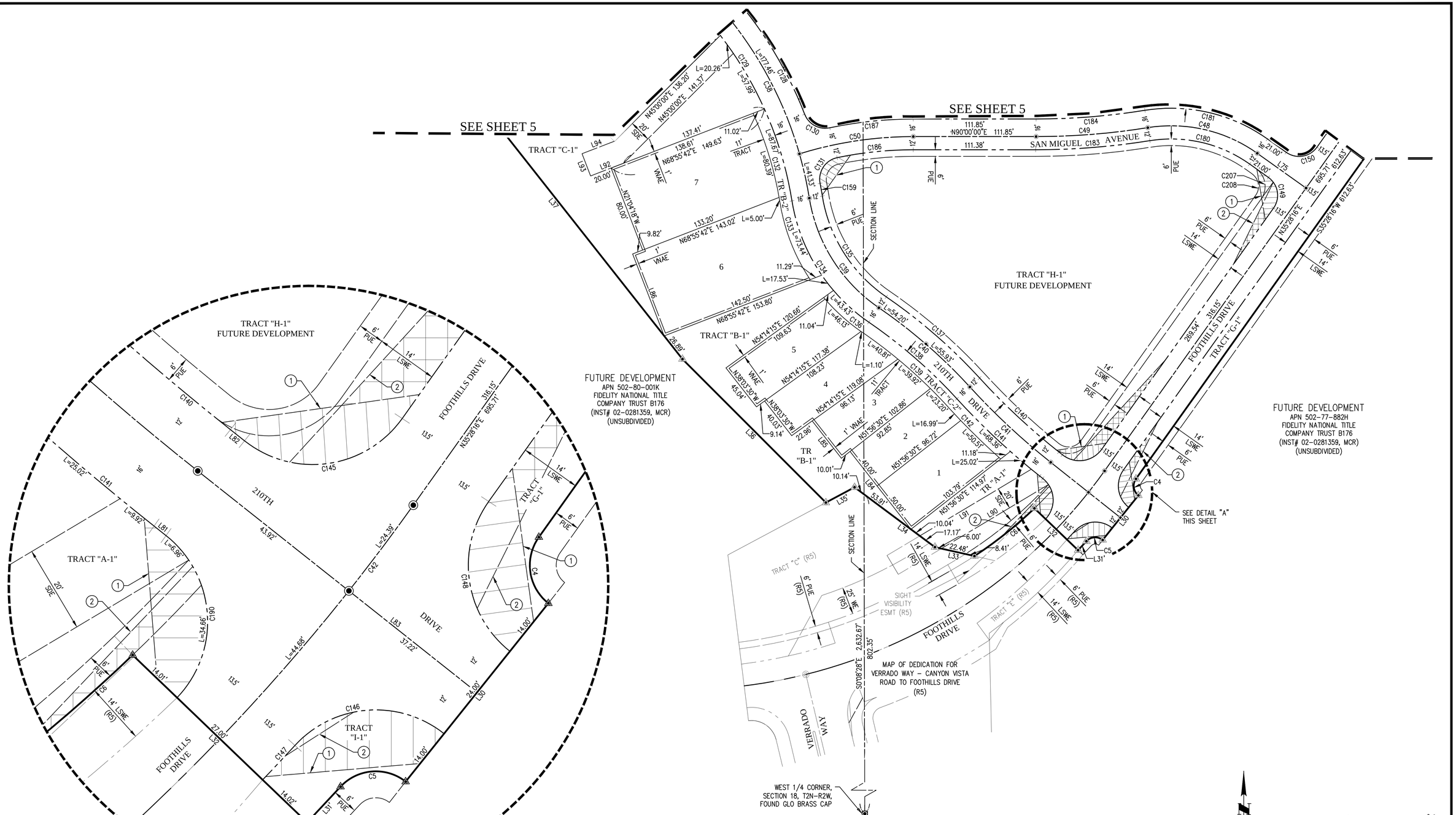
REGISTERED LAND SURVEYOR CERTIFICATE NO. 55545 THOMAS E. GRANILLO Date signed 7/24/2024 ARIZONA, U.S.A.

HUITT ZOLLARS
5050 N. 40th Street Suite #100 | Phoenix, Arizona 85018
Office (602) 252-8384 | Fax (602) 252-8385
www.huitt-zollars.com

PLZV - 23 - 00002

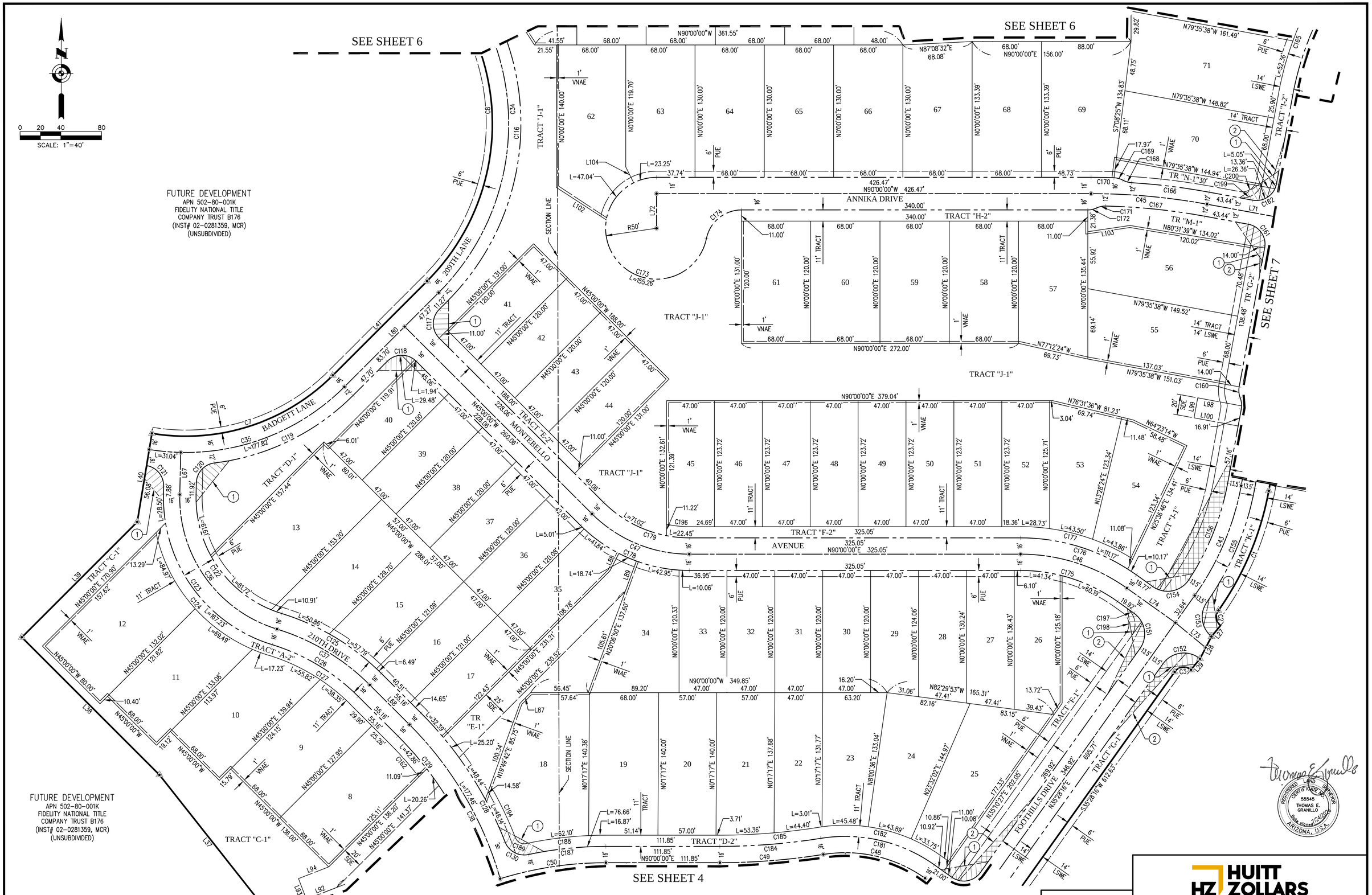
SEE SHEETS 10 AND 11 - LINE & CURVE TABLES | AREA 50.9854 AC | SHEET 3 OF 11

G:\projects\R313610.10 – Victory – Phase 10 Final Design Service\10 CADD & BIM\10.15 Mapping\Dwg\PM – Parcel Maps\31361010FP– VVD PH 10A.dwg | Job No: R313610.10 | Date: 7/24/2024



SEE SHEETS 10 AND 11 - LINE & CURVE TABLES	AREA 50.9854 AC	PLZV - 23 - 00002
		SHEET 4 OF 11
C:\projects\R313610.10 - Victory - Phase 10 Final Design Service\10 CADD & BIM\10.15 Mapping\Dwg\PM - Parcel Maps\31361010FP- VVD PH 10A.dwg	Job No: R313610.10	Date: 7/24/2024

HUITT ZOLLARS
5050 N. 40th Street Suite #100 | Phoenix, Arizona 85018
Office (602) 252-8384 | Fax (602) 252-8385
www.huitt-zollars.com



HUITT ZOLLARS

5050 N. 40th Street Suite #100 | Phoenix, Arizona 85018
Office (602) 252-8384 | Fax (602) 252-8385
www.huitt-zollars.com

PLZV - 23 - 00002

SEE SHEETS 10 AND 11 - LINE & CURVE TABLES

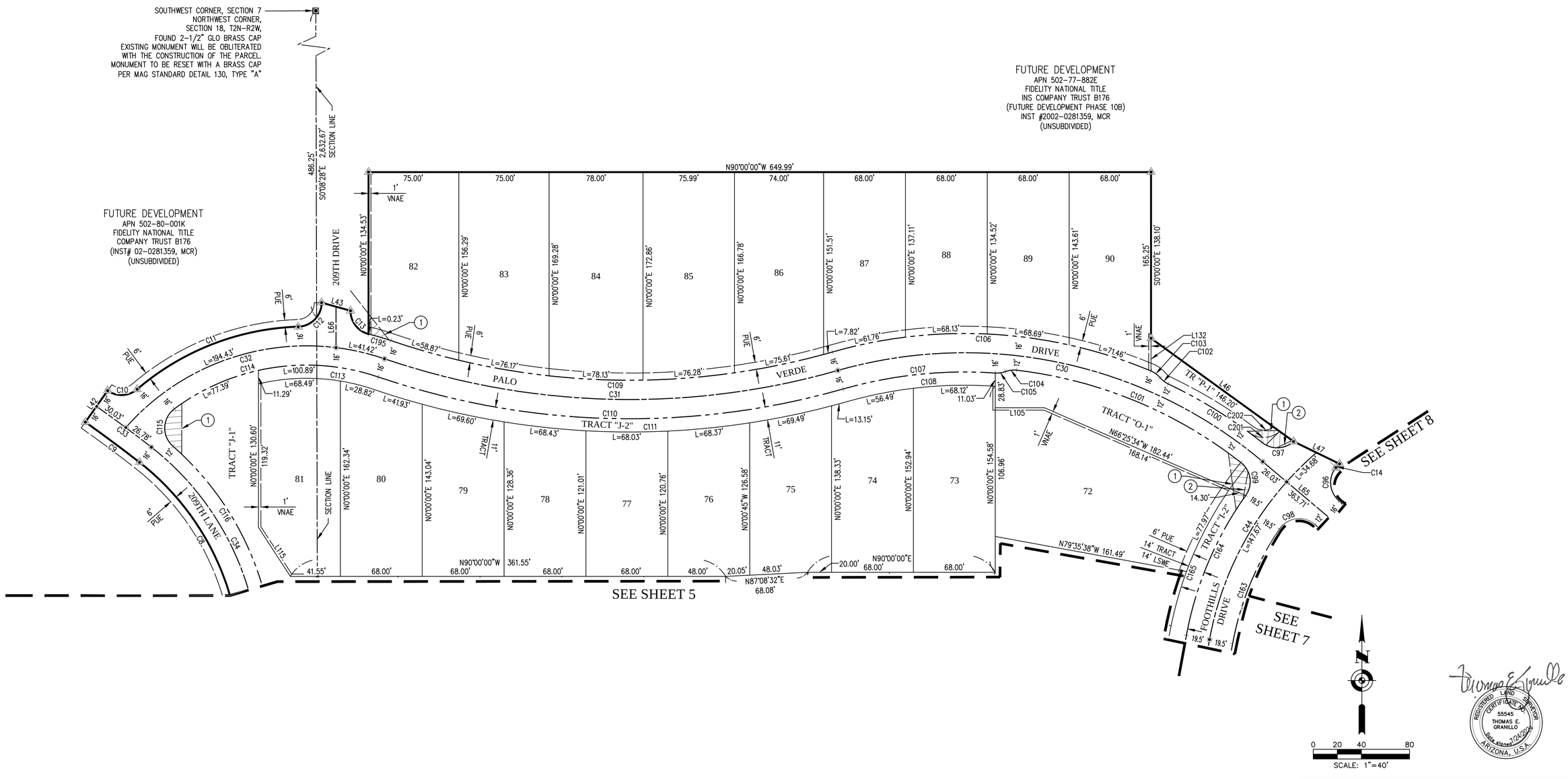
AREA 50.9854 AC

SHEET 5 OF 11

Job No: R313610.10

Date: 7/24/2024

G:\projects\R313610.10 - Victory - Phase 10 Final Design Service\10 CADD & BIM\10.15 Mapping\Dwg\PM - Parcel Maps\31361010FP- VVD PH 10A.dwg



HUITT ZOLLARS

5050 N. 40th Street Suite #100 | Phoenix, Arizona 85018
Office (602) 252-8384 | Fax (602) 252-8385
www.huitt-zollars.com

PLZV - 23 - 00002

SEE SHEETS 10 AND 11 - LINE & CURVE TABLES

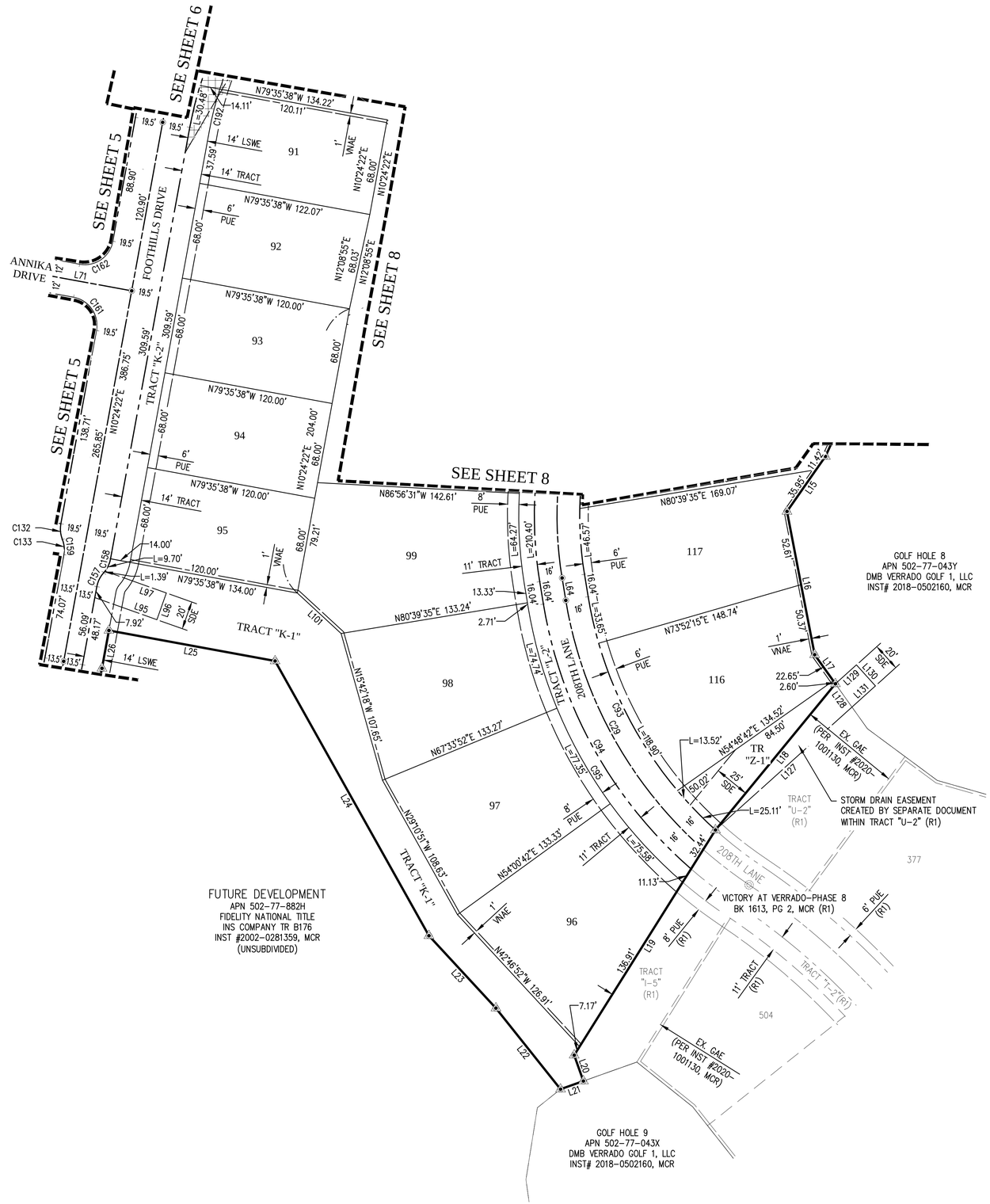
AREA 50.9854 AC

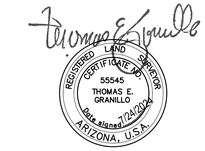
SHEET 6 OF 11

G:\projects\R313610.10 - Victory - Phase 10 Final Design Service\10 CADD & BIM\10.15 Mapping\Dwg\PM - Parcel Maps\31361010FP- VVD PH 10A.dwg

Job No: R313610.10

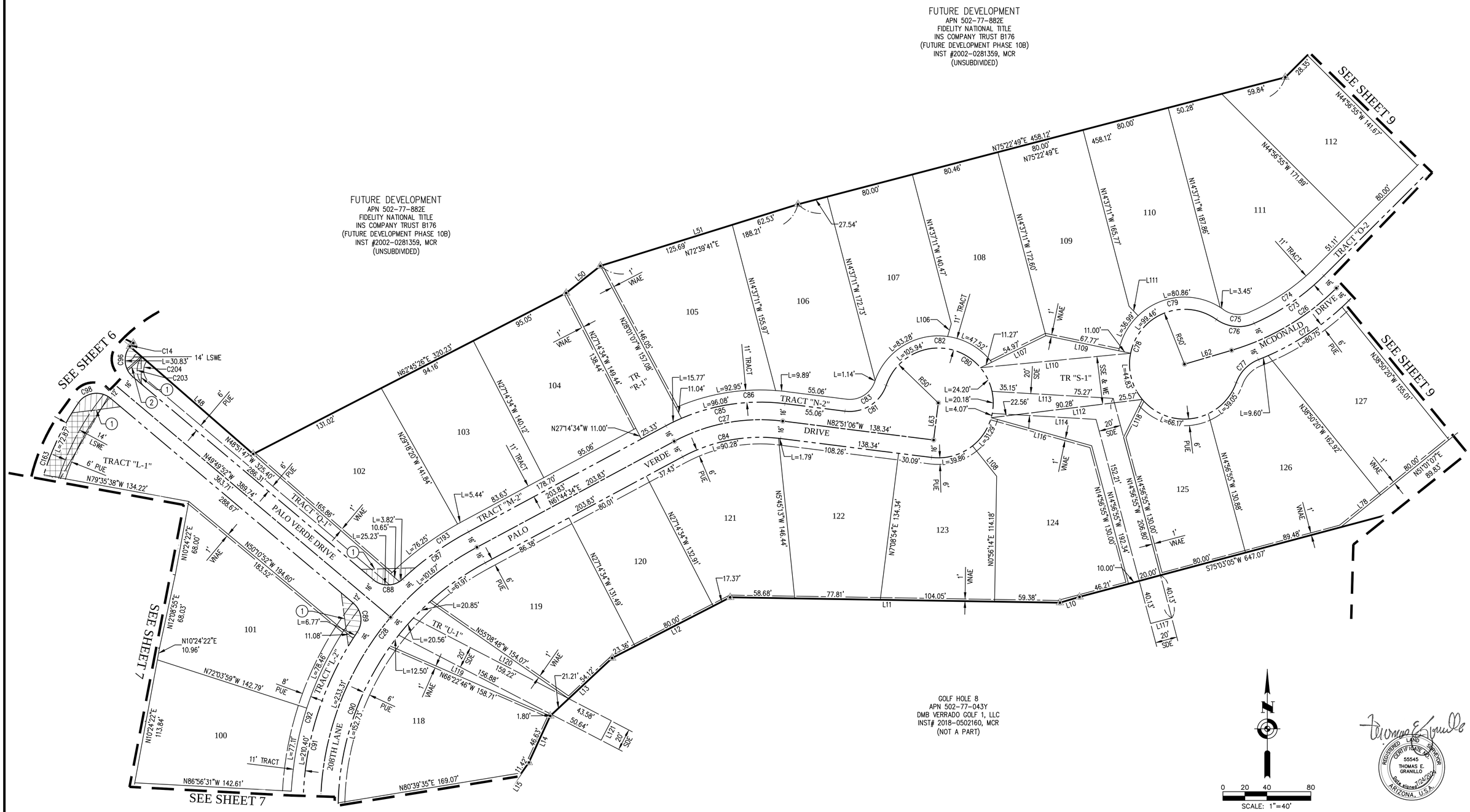
Date: 7/24/2024





SEE SHEETS 10 AND 11 - LINE & CURVE TABLES	AREA 50.9854 AC	PLZV - 23 - 00002
		SHEET 7 OF 11
G:\projects\R313610.10 – Victory – Phase 10 Final Design Service\10 CADD & BIM\10.15 Mapping\Dwg\PM – Parcel Maps\31361010FP– VVD PH 10A.dwg	Job No: R313610.10	Date: 7/24/2024

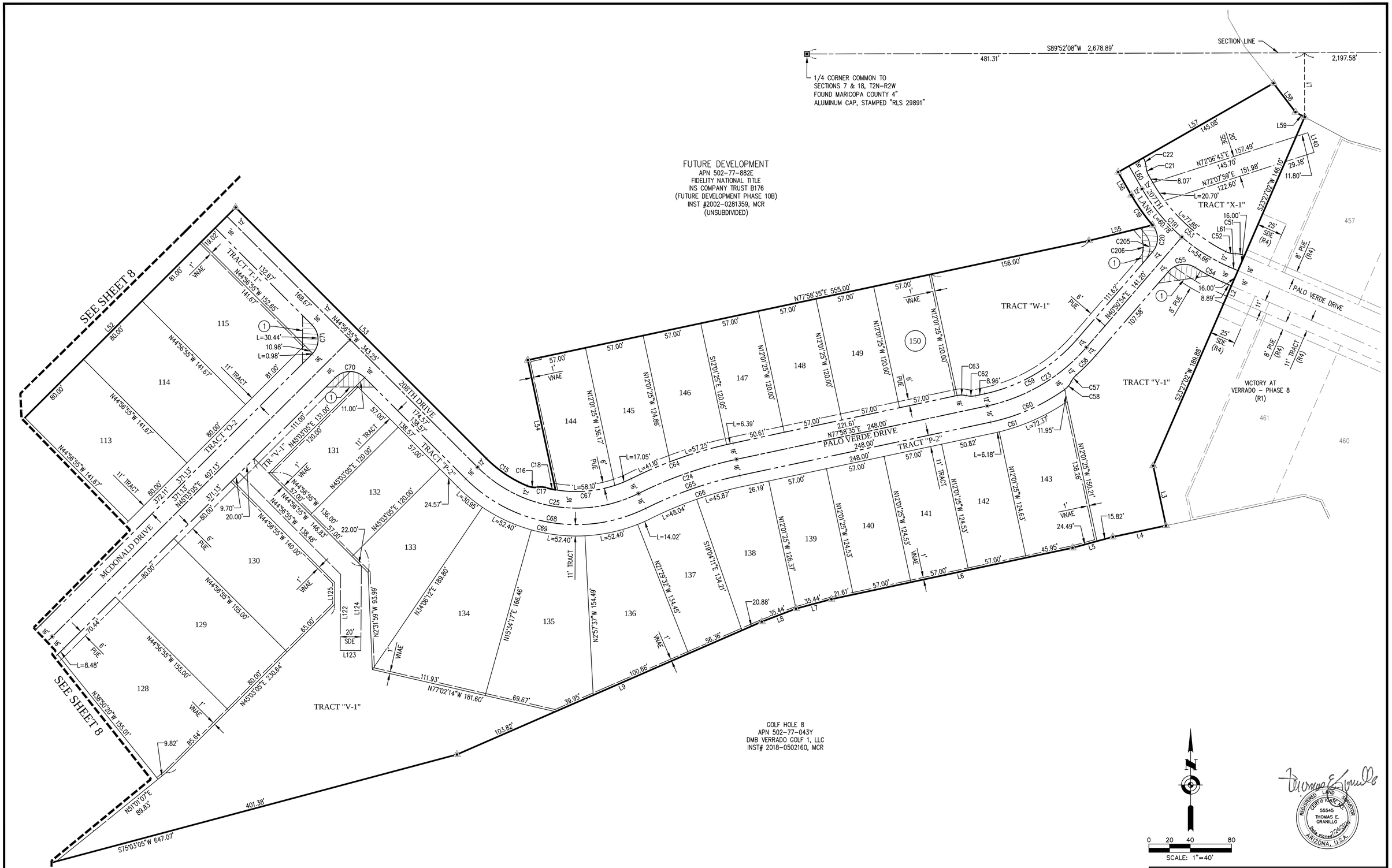
HUITT ZOLLARS
5050 N. 40th Street Suite #100 | Phoenix, Arizona 85018
Office (602) 252-8384 | Fax (602) 252-8385
www.huitt-zollars.com



SEE SHEETS 10 AND 11 - LINE & CURVE TABLES	AREA 50.9854 AC	PLZV - 23 - 00002
	Job No: R313610.10	SHEET 8 OF 11
		Date: 7/24/2024

6:\projects\R313610.10 – Victory – Phase 10 Final Design Service\10 CADD & BIM\10.15 Mapping\Dwg\PM – Parcel Maps\31361010FP– VVD PH 10A.dwg

HUITT ZOLLARS
5050 N. 40th Street Suite #100 | Phoenix, Arizona 85018
Office (602) 252-8384 | Fax (602) 252-8385
www.huitt-zollars.com



SEE SHEETS 10 AND 11 - LINE & CURVE TABLES	AREA 50.9854 AC	PLZV - 23 - 00002
	Job No: R313610.10	SHEET 9 OF 11
		Date: 7/24/2024

G:\projects\R313610.10 - Victory - Phase 10 Final Design Service\10 CADD & BIM\10.15 Mapping\Dwg\PM - Parcel Maps\31361010FP- VVD PH 10A.dwg

HUITT ZOLLARS
5050 N. 40th Street Suite #100 | Phoenix, Arizona 85018
Office (602) 252-8384 | Fax (602) 252-8385
www.huitt-zollars.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55545
THOMAS E. GRANILLO
Date signed 7/24/2024
ARIZONA, U.S.A.

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S0°07'52"E	62.16'
L2	S23°27'02"W	367.99'
L3	S11°59'56"E	59.27'
L4	S78°00'04"W	52.61'
L5	S74°48'40"W	40.30'
L6	S77°58'35"W	238.56'
L7	S75°00'52"W	35.44'
L8	S69°05'33"W	35.44'
L9	S66°26'38"W	321.67'
L10	S73°26'03"W	18.61'
L11	N89°03'46"W	299.93'
L12	S62°45'26"W	120.73'
L13	S46°54'12"W	77.13'
L14	S24°44'08"W	46.63'
L15	S34°55'34"W	47.38'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L16	S10°55'47"E	102.98'
L17	S35°27'58"E	25.25'
L18	S39°22'25"W	133.43'
L19	S32°05'37"W	187.66'
L20	S19°36'03"E	19.38'
L21	S70°23'56"W	17.13'
L22	N38°33'09"W	73.19'
L23	N42°46'52"W	69.63'
L24	N29°14'35"W	222.25'
L25	N79°35'38"W	119.22'
L26	S10°24'22"W	27.15'
L27	S39°28'16"W	14.00'
L28	S27°17'33"W	24.55'
L29	S39°28'16"W	14.00'
L30	S38°40'40"W	52.00'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L31	S43°02'40"W	11.13'
L32	S46°11'50"E	55.04'
L33	N77°16'53"W	36.89'
L34	S53°19'59"E	91.26'
L35	N61°54'34"E	29.60'
L36	N45°00'00"W	184.71'
L37	N38°16'29"W	367.94'
L38	N45°00'00"W	191.01'
L39	N45°00'00"E	160.25'
L40	S9°23'41"W	88.08'
L41	N45°00'00"E	130.97'
L42	N35°16'55"E	32.00'
L43	S74°21'42"E	24.92'
L44	N0°00'00"E	134.53'
L45	N0°00'00"E	138.10'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L46	N54°05'10"W	146.20'
L47	S64°05'04"E	42.45'
L48	N48°51'47"W	148.89'
L49	N62°45'26"E	320.23'
L50	S51°36'57"W	39.70'
L51	N72°39'41"E	188.21'
L52	N45°03'05"E	316.37'
L53	N44°56'55"W	343.25'
L54	N12°01'25"W	128.39'
L55	N76°15'56"E	63.32'
L56	S29°48'18"E	25.51'
L57	N60°11'42"E	173.08'
L58	S37°14'54"E	35.10'
L59	S61°54'23"E	10.06'
L60	N29°48'18"W	25.51'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L61	S66°32'58"E	8.89'
L62	N73°34'17"E	44.61'
L63	N7°08'54"E	34.00'
L64	S9°20'25"E	16.04'
L65	N49°49'52"W	389.74'
L66	N0°00'00"E	34.01'
L67	N1°18'39"E	41.34'
L68	N45°00'00"W	55.16'
L69	S74°21'42"E	24.92'
L70	N64°05'04"W	42.45'
L71	N79°35'38"W	82.94'
L72	N0°00'00"E	34.00'
L73	N50°31'44"W	38.59'
L74	N54°31'44"W	58.42'
L75	S54°31'44"E	54.50'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L76	N12°01'25"W	128.39'
L77	N76°15'56"E	63.32'
L78	N51°09'41"E	46.79'
L79	N29°48'18"W	25.51'
L80	S45°00'00"W	130.97'
L81	N51°35'13"W	3.49'
L82	N51°35'13"W	4.10'
L83	S51°35'13"E	81.14'
L84	N38°03'30"W	90.00'
L85	N38°03'30"W	43.18'
L86	N21°04'18"W	80.00'
L87	N45°00'00"E	14.73'
L88	N27°13'30"E	19.35'
L89	N20°06'50"E	31.99'
L90	N59°08'43"E	113.61'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L91	N59°08'43"E	118.26'
L92	N68°55'42"E	32.22'
L93	N21°04'18"W	21.68'
L94	N68°55'42"E	31.76'
L95	N70°26'14"W	46.49'
L96	N19°33'46"E	20.00'
L97	N70°26'14"W	45.98'
L98	N79°35'33"W	43.84'
L99	N10°24'27"E	20.00'
L100	N79°35'33"W	44.08'
L101	N47°18'20"W	42.07'
L102	N56°59'43"W	58.35'
L103	N81°33'56"E	41.86'
L104	N26°38'47"W	17.47'
L105	N90°00'00"W	40.80'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L106	N16°16'16"E	12.11'
L107	N63°52'44"E	66.23'
L108	N38°31'54"W	35.27'
L109	N78°17'04"W	78.77'
L110	N84°29'42"E	137.23'
L111	N43°42'20"W	12.00'
L112	S83°04'48"W	138.42'
L113	N86°40'42"W	110.41'
L114	N86°40'42"W	94.58'
L115	N33°03'37"W	48.49'
L116	N74°23'08"W	94.92'
L117	N75°03'05"E	20.00'
L118	N26°15'04"E	38.45'
L119	N62°32'33"W	207.53'
L120	N62°32'33"W	202.80'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L121	N27°27'27"E	20.00'
L122	N0°23'39"E	73.65'
L123	N89°36'21"W	20.00'
L124	N0°23'39"E	82.01'
L125	N0°03'05"E	21.21'
L126	N38°16'29"W	367.94'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	297.50'	24°44'17"	128.45'	S22°46'31"W	127.45'
C2	11.00'	85°40'24"	16.45'	S7°41'33"E	14.96'
C3	11.00'	94°00'00"	18.05'	S82°28'16"W	16.09'
C4	11.00'	87°23'41"	16.78'	S8°13'35"E	15.20'
C5	11.00'	85°01'54"	16.32'	S85°33'37"W	14.87'
C6	379.07'	10°33'51"	69.89'	N51°30'16"E	69.79'
C7	204.00'	54°23'41"	193.67'	N72°11'50"E	186.48'
C8	218.46'	97°00'20"	369.86'	N3°30'10"W	327.24'
C9	1,184.00'	2°42'45"	56.05'	N53°21'42"W	56.05'
C10	20.00'	75°55'42"	26.50'	N87°19'04"E	24.61'
C11	216.00'	38°48'10"	146.28'	S68°45'19"W	143.50'
C12	20.00'	88°09'24"	30.77'	N44°04'42"E	27.83'
C13	20.00'	75°31'21"	26.36'	S37°45'40"E	24.49'
C14	20.00'	12°32'24"	4.38'	S44°45'20"W	4.37'
C15	123.00'	22°12'47"	47.69'	S56°03'18"E	47.39'
C16	20.00'	30°19'58"	10.59'	S82°19'41"E	10.46'
C17	20.00'	21°58'35"	7.67'	N86°30'22"W	7.62'
C18	119.00'	4°44'59"	9.86'	S77°53'34"E	9.86'
C19	192.00'	10°39'54"	35.74'	S35°08'15"E	35.69'
C20	20.00'	81°19'06"	28.39'	N0°11'21"E	26.06'
C21	20.00'	25°50'31"	9.02'	S16°53'02"E	8.94'
C22	20.00'	25°50'31"	9.02'	N16°53'02"W	8.94'
C23	175.00'	37°07'40"	113.40'	N59°24'44"E	111.43'
C24	400.00'	14°25'34"	100.71'	S70°45'48"W	100.45'
C25	135.00'	71°30'04"	168.47'	S80°41'57"E	157.75'
C26	225.00'	28°31'12"	112.00'	N59°18'41"E	110.84'
C27	165.00'	35°24'20"	101.96'	S79°26'44"W	100.35'
C28	270.00'	71°04'59"	334.97'	S26°12'05"W	313.90'
C29	300.00'	39°06'14"	204.75'	S28°53'32"E	200.80'
C30	383.83'	56°05'21"	375.75'	N77°52'33"W	360.92'
C31	630.00'	34°47'44"	382.60'	S88°31'21"E	376.75'
C32	200.00'	67°33'53"	235.85'	S75°05'34"W	222.42'
C33	1,200.00'	2°42'45"	56.81'	N53°21'42"W	56.81'
C34	234.46'	97°00'20"	396.95'	N3°30'10"W	351.21'
C35	220.00'	54°23'41"	208.86'	N72°11'50"E	201.11'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C36	135.00'	74°15'56"	174.98'	S35°49'20"E	162.99'
C37	220.00'	27°57'18"	107.34'	N58°58'39"W	106.28'
C38	350.00'	35°48'58"	218.79'	N27°05'31"W	215.24'
C39	150.00'	46°23'16"	121.44'	S32°22'40"E	118.15'
C40	480.00'	13°08'46"	110.13'	N48°59'55"W	109.89'
C41	630.00'	9°09'41"	100.73'	S47°00'22"E	100.63'
C42	475.00'	8°19'54"	69.07'	N39°38'13"E	69.01'
C43	270.00'	25°03'54"	118.12'	N22°56'19"E	117.18'
C44	270.00'	38°41'42"	182.35'	S29°45'13"W	178.90'
C45	630.00'	10°24'22"	114.42'	N84°47'49"W	114.26'
C46	180.00'	35°28'16"	111.44'	N72°15'52"W	109.66'
C47	135.00'	45°00'00"	106.03'	S67°30'00"E	103.32'
C48	135.00'	44°36'33"	105.11'	N76°50'01"W	102.47'
C49	640.00'	9°08'17"	102.07'	N85°25'51"E	101.97'
C50	350.00'	17°13'46"	105.25'	S81°23'07"W	104.85'
C51	20.00'	25°06'20"	8.76'	N79°06'08"W	8.69'
C52	20.00'	28°14'16"	9.86'	S77°32'10"E	9.76'
C53	168.00'	33°36'45"	98.56'	S46°36'40"E	97.15'
C54	196.00'	8°52'42"	30.37'	S62°06'37"E	30.34'
C55	20.00'	81°28'49"	28.44'	S81°35'19"W	26.11'
C56	187.00'	8°10'39"	26.69'	N44°56'14"E	26.67'
C57	20.00'	23°18'46"	8.14'	S37°22'10"W	8.08'
C58	20.00'	28°37'28"	9.99'	N40°01'31"E	9.89'
C59	163.00'	37°07'40"	105.62'	N59°24'44"E	103.79'
C60	191.00'	23°38'19"	78.80'	N66°09'25"E	78.24'
C61	202.00'	22°16'48"	78.55'	N66°50'11"E	78.06'
C62	20.00'	25°50'31"	9.02'	S89°06'10"E	8.94'
C63	20.00'	25°50'31"	9.02'	N89°06'10"W	8.94'
C64	416.00'	14°25'34"	104.74'	S70°45'48"W	104.47'
C65	384.00'	14°25'34"	96.68'	S70°45'48"W	96.43'
C66	373.00'	14°25'34"	93.92'	S70°45'48"W	93.67'
C67	119.00'	40°55'55"	85.01'	N84°00'58"E	83.22'
C68	151.00'	71°30'04"	188.44'	S80°41'57"E	176.45'
C69	162.00'	71°30'05"	202.16'	S80°41'57"E	189.30'
C70	20.00'	90°00'00"	31.42'	N89°56'55"W	28.28'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C71	20.00'	90°00'00"	31.42'	N0°03'05"E	28.28'
C72	241.00'	23°29'45"	98.83'	N56°47'58"E	98.14'
C73	209.00'	21°09'38"	77.19'	N55°37'54"E	76.75'
C74	198.00'	21°09'38"	73.13'	N55°37'54"E	72.71'
C75	24.00'	59°16'19"	24.83'	S84°09'08"E	23.74'
C76	35.00'	59°16'19"	36.21'	S84°09'08"E	34.61'
C77	35.00'	48°59'40"	29.93'	S44°03'00"W	29.03'
C78	50.00'	285°55'51"	249.52'	S17°28'54"E	60.23'
C79	61.00'	113°56'16"	121.30'	S68°30'54"W	102.28'
C80	50.00'	258°27'47"	225.55'	N32°04'59"W	77.46'
C81	35.00'	78°27'47"	47.93'	N57°55'01"E	44.27'
C82	61.00'	123°55'34"	131.94'	S80°38'54"W	107.68'
C83	24.00'	78°27'47"	32.87'	N57°55'01"E	30.36'
C84	149.00'	35°24'20"	92.07'	S79°26'44"W	90.62'
C85	181.00'	35°24'20"	111.85'	S79°26'44"W	110.08'
C86	192.00'	30°41'15"	102.83'	S81°48'17"W	101.61'
C87	272.24'	15°34'17"	73.99'	S54°20'03"W	73.76'
C88	20.00'	83°14'37"	29.06'	N88°32'49"E	26.57'
C89	20.00'	83°59'50"	29.32'	N7°49'57"W	26.76'
C90	254.00'	71°04'59"	315.12'	S26°12'05"W	295.30'
C91	286.00'	43°30'23"	217.17'	S12°24'47"W	211.99'
C92	297.00'	42°24'37"	219.84'	S11°51'54"W	214.86'
C93	284.00'	38°33'55"	191.16'	S28°37'23"E	187.57'
C94	316.00'	39°35'13"	218.33'	S29°08'01"E	214.01'
C95	327.00'	39°53'29"	227.67'	S29°17'09"E	223.10'
C96	20.00'	100°51'24"	35.21'	S0°35'50"W	30.83'
C97	20.00'	81°11'09"	28.34'	N88°03'04"E	26.03'
C98	20.00'	96°07'21"	33.55'	S82°06'27"W	29.75'
C99	20.00'	87°27'00"	30.53'	N8°09'14"W	27.65'
C100	395.83'	13°21'12"	92.25'	N58°01'58"W	92.04'
C101	371.83'	31°27'01"	204.10'	N67°36'15"W	201.55'
C102	20.00'	24°36'48"	8.59'	S52°24'10"E	8.53'
C103	20.00'	27°07'38"	9.47'	N53°39'35"W	9.38'
C104	20.00'	27°13'38"	9.50'	S83°03'26"W	9.41'
C105	20.00'	24°31'21"	8.56'	N81°42'17"E	8.49'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C106	399.83'	38°41'49"	270.04'	N86°34'19"W	264.94'
C107	367.83'	19°53'11"	127.67'	S84°01'22"W	127.03'
C108	356.83'	20°00'32"	124.61'	S84°05'03"W	123.98'
C109	614.00'	34°47'44"	372.88'	S88°31'21"E	367.18'
C110	646.00'	34°47'44"	392.31'	S88°31'21"E	386.31'
C111	657.00'	34°47'44"	399.00'	S88°31'21"E	392.89'
C112	20.00'	75°31'21"	26.36'	S37°45'40"E	24.49'
C113	173.00'	32°13'39"	97.31'	N87°14'18"W	96.03'
C114	184.00'	55°30'51"	178.28'	S81°07'06"W	171.39'
C115	20.00'	102°11'39"	35.67'	S2°15'50"W	31.13'
C116	246.46'	93°49'59"	403.62'	N1°55'00"W	360.00'
C117	20.00'	90°00'00"	31.42'	S0°00'00"E	28.28'
C118	20.00'	90°00'00"	31.42'	N90°00'00"W	28.28'
C119	232.00'	38°05'51"	154.26'	N64°02'55"E	151.44'
C120	20.00'	81°47'12"	28.55'	S42°12'15"W	26.19'
C121	20.00'	81°54'58"	28.59'	N39°38'50"W	26.22'
C122	119.00'	74°15'56"	154.25'	S35°49'20"E	143.67'
C123	151.00'	74°15'56"	195.72'	S35°49'20"E	182.31'
C124	162.00'	60°43'22"	171.69'	S42°35'37"E	163.77'
C125	236.00'	27°57'18"	115.15'	N58°58'39"W	114.01'
C126	204.00'	27°57'18"	99.53'	N58°58'39"W	98.55'
C127	193.00'	27°57'18"	94.17'	N58°58'39"W	93.23'
C128	366.00'	23°49'20"	152.17'	S33°05'20"E	151.08'
C129	334.00'	35°48'58"	208.79'	N27°05'31"W	205.40'
C130	20.00'	80°49'26"	28.21'	S61°35'23"E	25.93'
C131	20.00'	89°11'34"	31.13'	S33°33'42"W	28.08'
C132	323.00'	15°08'50"	85.39'	N16°45'27"W	85.14'
C133	177.00'	24°29'47"	75.67'	S21°25'56"E	75.10'
C134	166.00'	46°23'16"	134.40'	S32°22'40"E	130.76'
C135	138.00'	46°23'16"	111.73'	S32°22'40"E	108.70'
C136	177.00'	15°17'22"	47.23'	S47°55'37"E	47.09'
C137	492.00'	13°08'46"	112.89'	N48°59'55"W	112.64'
C138	464.00'	13°08'46"	106.46'	N48°59'55"W	106.23'
C139	453.00'	13°08'46"	103.94'	N48°59'55"W	103.71'
C140	618.00'	9°09'41"	98.81'	S47°00'22"E	98.71'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55545
THOMAS E. GRANILLO
Date signed 7/24/2024
ARIZONA, U.S.A.

HUITT ZOLLARS
5050 N. 40th Street Suite #100 | Phoenix, Arizona 85018
Office (602) 252-8384 | Fax (602) 252-8385
www.huitt-zollars.com

PLZV - 23 - 00002

SEE SHEETS 10 AND 11 - LINE & CURVE TABLES

AREA 50.9854 AC

SHEET 10 OF 11

Job No: R313610.10

Date: 7/24/2024

G:\projects\R313610.10 – Victory – Phase 10 Final Design Service\10 CADD & BIM\10.15 Mapping\Dwg\PM – Parcel Maps\31361010FP– VVD PH 10A.dwg

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C141	646.00'	9°09'41"	103.29'	S47°00'22"E	103.18'
C142	657.00'	5°53'10"	67.50'	S45°22'07"E	67.47'
C143	646.00'	9°09'41"	103.29'	S47°00'22"E	103.18'
C144	618.00'	9°09'41"	98.81'	S47°00'22"E	98.71'
C145	25.00'	92°56'32"	40.55'	N81°56'31"E	36.25'
C146	25.00'	85°52'05"	37.47'	S85°28'45"W	34.06'
C147	488.50'	1°15'28"	10.72'	N43°10'26"E	10.72'
C148	25.00'	87°03'28"	37.99'	S8°03'29"E	34.44'
C149	20.00'	90°00'00"	31.42'	S9°31'44"E	28.28'
C150	20.00'	90°00'00"	31.42'	N80°28'16"E	28.28'
C151	25.00'	90°00'00"	39.27'	N9°31'44"W	35.36'
C152	25.00'	94°00'00"	41.02'	S82°28'16"W	36.57'
C153	25.00'	85°40'24"	37.38'	S7°41'33"E	34.00'
C154	25.00'	92°04'11"	40.17'	N79°26'10"E	35.99'
C155	283.50'	24°44'17"	122.40'	N22°46'31"E	121.46'
C156	256.50'	22°59'43"	102.94'	N21°54'13"E	102.25'
C157	20.00'	31°47'18"	11.10'	S26°18'01"W	10.95'
C158	20.00'	31°47'18"	11.10'	N26°18'01"E	10.95'
C159	20.00'	31°47'18"	11.10'	N5°29'17"W	10.95'
C160	20.00'	31°47'18"	11.10'	S5°29'17"E	10.95'
C161	20.00'	90°00'00"	31.42'	N34°35'38"W	28.28'
C162	323.00'	7°36'16"	42.87'	N41°11'52"W	42.84'
C163	250.50'	23°38'25"	103.36'	S22°13'34"W	102.62'
C164	289.50'	25°09'55"	127.15'	S22°59'19"W	126.13'
C165	303.50'	24°36'15"	130.33'	S22°42'29"W	129.33'
C166	642.00'	6°51'09"	76.78'	N83°01'13"W	76.74'
C167	618.00'	9°04'23"	97.86'	N84°07'50"W	97.76'
C168	20.00'	24°08'56"	8.43'	S74°34'29"E	8.37'
C169	20.80'	26°37'43"	9.67'	N74°08'52"W	9.58'
C170	447.35'	2°53'02"	22.52'	N89°00'05"W	22.52'
C171	20.00'	26°38'16"	9.30'	S78°00'50"W	9.21'
C172	20.00'	25°18'18"	8.83'	N77°20'51"E	8.76'
C173	50.00'	258°27'47"	225.55'	S39°13'53"E	77.46'
C174	35.00'	78°27'47"	47.93'	S50°46'07"W	44.27'
C175	164.00'	35°28'16"	101.53'	N72°15'52"W	99.92'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C176	196.00'	35°28'16"	121.34'	N72°15'52"W	119.41'
C177	207.00'	32°07'53"	116.09'	N73°56'03"W	114.57'
C178	151.00'	45°00'00"	118.60'	N67°30'00"W	115.57'
C179	119.00'	45°00'00"	93.46'	S67°30'00"E	91.08'
C180	123.00'	44°36'33"	95.76'	S76°50'01"E	93.36'
C181	151.00'	44°36'33"	117.57'	S76°50'01"E	114.62'
C182	162.00'	44°36'33"	126.13'	N76°50'01"W	122.97'
C183	652.00'	9°10'48"	104.46'	N85°27'07"E	104.35'
C184	624.00'	9°08'17"	99.52'	N85°25'51"E	99.42'
C185	613.00'	9°08'17"	97.77'	N85°25'51"E	97.66'
C186	338.00'	11°50'31"	69.86'	S84°04'44"W	69.73'
C187	366.00'	12°00'06"	76.66'	N83°59'57"E	76.52'
C188	377.00'	12°00'06"	78.97'	S83°59'57"W	78.82'
C189	9.00'	80°49'26"	12.70'	S61°35'23"E	11.67'
C190	25.00'	95°23'23"	41.62'	N3°53'31"W	36.98'
C191	180.00'	36°44'40"	115.44'	S48°10'38"E	113.47'
C192	236.50'	7°23'14"	30.49'	S14°05'59"W	30.47'
C193	297.00'	15°45'30"	81.68'	S53°51'50"W	81.43'
C194	377.00'	8°41'59"	57.24'	N25°31'39"W	57.19'
C195	216.00'	5°02'48"	19.03'	N73°38'53"W	19.02'
C196	108.00'	11°55'25"	22.48'	S84°02'17"E	22.44'
C197	20.00'	90°00'00"	31.42'	N9°31'44"W	28.28'
C198	14.00'	90°00'00"	21.99'	N9°31'44"W	19.80'
C199	20.00'	90°00'00"	31.42'	N55°24'22"E	28.28'
C200	14.00'	90°00'00"	21.99'	S55°24'22"W	19.80'
C201	20.00'	77°57'27"	27.21'	N87°42'32"E	25.16'
C202	14.00'	72°17'55"	17.67'	S89°27'42"E	16.52'
C203	20.00'	87°37'30"	30.59'	S6°01'07"E	27.69'
C204	14.00'	86°11'22"	21.06'	S6°44'11"E	19.13'
C205	20.00'	81°44'59"	28.54'	N0°01'35"W	26.18'
C206	14.00'	53°41'06"	13.12'	N14°03'31"W	12.64'
C207	20.00'	90°00'00"	31.42'	N9°31'44"W	28.28'
C208	14.00'	90°00'00"	21.99'	S9°31'44"E	19.80'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55545
THOMAS E. GRANILLO
date signed 7/24/2024
ARIZONA, U.S.A.

HUITT ZOLLARS
5050 N. 40th Street Suite #100 | Phoenix, Arizona 85018
Office (602) 252-8384 | Fax (602) 252-8385
www.huitt-zollars.com

PLZV - 23 - 00002

SEE SHEETS 10 AND 11 - LINE & CURVE TABLES

AREA 50.9854 AC

G:\projects\R313610.10 – Victory – Phase 10 Final Design Service\10 CADD & BIM\10.15 Mapping\Dwg\PM – Parcel Maps\31361010FP– VVD PH 10A.dwg

Job No: R313610.10

Date: 7/24/2024

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

This is to certify that

Fidelity National Title Insurance Company, a California corporation, now re-domesticated to a Florida corporation, as Trustee of its Trust number B176, Owner,

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

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

Is issued this Certificate of Assured Water Supply for

Verrado Victory District Phase 10
Township 2 North, Range 2 West, Section 7 and 18,
Township 2 North, Range 3 West, Section 13
GSRB&M Maricopa County, PHOENIX AMA

The referenced subdivision consists of **345 lots** as described in the preliminary plat on file with the Department, and has an estimated water demand of **157.85 acre-feet per year.** The subdivision will be served **groundwater** by **EPCOR - Agua Fria.**

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

Certificate Number: 27-701262.0000

ARIZONA DEPARTMENT OF WATER RESOURCES

David L McKay
Program Manager

January 4, 2023
Date

TYPE A CERTIFICATE

Verrado Victory Dis Ph 10_CAWS

Final Audit Report 2023-01-04

Created:	2023-01-04
By:	Erin Pulford (ecpulford@azwater.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7nSN7UGW_khkuOzSozfjvWyGZU5PYHHa

"Verrado Victory Dis Ph 10_CAWS" History

Document created by Erin Pulford (ecpulford@azwater.gov)
2023-01-04 - 7:23:49 PM GMT- IP address: 104.129.199.8

Document emailed to David McKay (dmckay@azwater.gov) for signature
2023-01-04 - 7:25:12 PM GMT

Email viewed by David McKay (dmckay@azwater.gov)
2023-01-04 - 8:48:15 PM GMT- IP address: 74.125.209.11

Document e-signed by David McKay (dmckay@azwater.gov)
Signature Date: 2023-01-04 - 8:48:23 PM GMT - Time Source: server- IP address: 136.226.64.121

Agreement completed.
2023-01-04 - 8:48:23 PM GMT

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 10/01/24	**AGENDA ITEM:** 4.G. DS - Verrado Highlands 212th Lane - Map of Dedication - PLZV-23-00003
DATE PREPARED: 09/26/24	**DISTRICT NO.:** 6
STAFF LIAISON: Sean Banda, Senior Planner, sbanda@buckeyeaz.gov, (623) 349-6215	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on a Map of Dedication (MOD) for a section of 212th Lane north of Highlands Park Drive, within the Verrado Highlands District.

SUMMARY

PROJECT DESCRIPTION:
The applicant is requesting a Map of Dedication (MOD) to dedicate additional right-of-way along a section of 212th Lane north of Highlands Park Drive, within the Verrado Highlands District. This dedication will result in additional right-of-way. The MOD will create an access for three additional lots in the Verrado Highlands District. This MOD is requested by Dave Nilsen of DMB White Tank, LLC.

BENEFITS:
This MOD will complete access along 212th Lane to make this area developable.

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:
PLZV-23-00003-Vicinity Map.pdf
PLZV-23-00003 - Verrado Highlands - 212th Lane - Narrative.pdf
PLZV-23-00003 Verrado Highlands - 212th Lane - MOD 8-28-24.pdf

Subject Property
Highlands Park Dr
Verrado Highlands
Verrado Victory
N VERRADO WAY
W VICTORY BLVD
Indian School Road
W INDIAN SCHOOL RD
Verrado Way
W SUNRISE LN

Verrado

212th Lane

Map of Dedication

Narrative

03/29/2023

The following map of dedication (MOD) is for the extension of a section of 212th Lane that extends from Highlands Park Drive in Verrado's Highland District. 212th Lane provides access north from Highlands Park Drive to some single-family lots along the existing dedicated 212th Lane, just north of Highlands Park Drive. 212th Lane will cross the wash that bisects this area as an access point to future available, developable property north of the wash corridor.

This right-of-way ("MOD") is 24 feet wide and will be located over a portion of the major wash corridor. As the future alignment of 212th Avenue north of this wash is uncertain, a temporary turnaround will be designed as the terminus for this section of roadway. At the time the area north of this MOD is developed, a subdivision plat or future MOD will be the instrument for the continuation of this street and removal of the temporary turnaround. A public utility easement is also associated with this MOD along the east side of the proposed roadway.

The MOD extends northward from Verrado Highlands District Phase 2 - Parcel 1 Replat, which platted the three (3) lots and the first extension of 212th Lane north of Highlands Drive. This minor extension of the roadway allows for the logical, yet incremental, extension of 212th Lane to the north of the existing dedicated right-of-way.

Camelback Esplanade II, Seventh Floor
2525 East Camelback Road
Phoenix, Arizona 85016-4229
602.255.6000 Phone
602.255.0103 Fax

3R PLZV-23-00003 RECEIVED AUG 28 2024 WD

VERRADO®

BUCKEYE, ARIZONA
VERRADO - 212th LANE
MAP OF DEDICATION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 24, 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 MEN BY THESE PRESENTS:
THAT FIDELITY NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, ACTING NOT IN ITS CORPORATE CAPACITY, BUT SOLELY AS TRUSTEE UNDER ITS TRUST NO. B176 ("TRUSTEE"), AS OWNER OF THE LAND DESCRIBED HEREIN, HEREBY PUBLISHES THIS MAP OF DEDICATION FOR "VERRADO – 212th LANE" AND HEREBY DECLARES THAT THIS MAP OF DEDICATION, A PORTION OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE STREET AND EASEMENTS CONSTITUTING SAME AND THAT THE STREET AND EASEMENTS SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID MAP OF DEDICATION AND THAT OWNER, HEREBY DEDICATES TO THE PUBLIC FOR USE AS SUCH THE PUBLIC STREETS AND PUBLIC EASEMENTS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

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

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

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE A TEMPORARY NON–EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS TEMPORARY TURN–AROUND EASEMENTS FOR PUBLIC USE.

IN WITNESS HEREOF:

FIDELITY NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, ACTING NOT IN ITS CORPORATE CAPACITY, BUT SOLELY AS TRUSTEE UNDER ITS TRUST NO. B176 ("TRUSTEE"), AS OWNER OF THE LAND DESCRIBED HEREIN, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED DULY AUTHORIZED OFFICER.

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

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__,

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

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

NOTES

1. CONSTRUCTION WITHIN UTILITY EASEMENTS, EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES SHALL BE LIMITED TO WOOD, WIRE, OR REMOVABLE SECTION – TYPE FENCING AND MUST BE IN CONFORMANCE WITH THE CHARTER.

2. THE LAND DESCRIBED IN THIS MAP OF DEDICATION IS SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RELATING TO 'TELECOMMUNICATIONS RECORDED AS DOCUMENT NO. 2002–1008905, M.C.R., AS SAME MAY BE AMENDED FROM TIME TO TIME.

3. ALL CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAPPED OR TAGGED, BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT AT TIME OF CONSTRUCTION.

4. THE AREA DEPICTED ON THIS MAP OF DEDICATION IS LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT.

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

REFERENCE DOCUMENTS

1. FINAL PLAT FOR VERRADO HIGHLANDS DISTRICT PHASE 2, BOOK 1536 OF MAPS, PAGE 7, MARICOPA COUNTY RECORDS.

BASIS OF BEARING

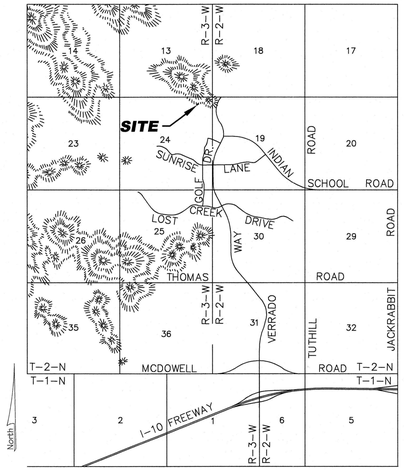
THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 3 WEST G.&S.R.B.&M. AS SHOWN IN BOOK 1536 OF MAPS, PAGE 7, MARICOPA COUNTY RECORDS. SAID LINE BEARS S89°44'56"E.

SHEET INDEX

SHEET 1: COVER
SHEET 2: ROW AND EASEMENT DEDICATION, LINE AND CURVE TABLES

AREA

1,807 SQ. FT./0.041 AC.



VICINITY MAP

OWNER

FIDELITY NATIONAL TITLE INSURANCE COMPANY
TRUST NO. B176
14000 N. PIMA ROAD, SUITE 100
SCOTTSDALE, AZ 85260
PH: (480) 214–4523
CONTACT: BRENDA TUCSON, TRUSTEE
BRENDA.TUCSON@FNF.COM

DEVELOPER

DMB WHITE TANK, LLC
6263 N. SCOTTSDALE ROAD, SUITE 330
SCOTTSDALE, AZ 85260
PHONE: 480–367–7000
CONTACT: DAVID NILSEN
EMAIL: DNILSEN@DMBINC.COM

ENGINEER

LAND DEVELOPMENT ENGINEERING, LLC
3420 E. SHEA BOULEVARD, SUITE 156
PHOENIX, AZ 85028
PHONE: (602) 396–5700
CONTACT: JONATHON STANSEL, P.E.
JSTANSEL@LDEAZ.COM

FLOOD ZONE INFORMATION

THE PROPERTY IS LOCATED WITHIN AN AREA DESIGNATED AS HAVING FLOOD ZONE "X" AND ZONE "AE" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO 04013C1645 L, WITH A REVISION DATE OF OCTOBER 16, 2013 FOR COMMUNITY NO. 040039, IN THE CITY OF BUCKEYE, COUNTY OF MARICOPA, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

CERTIFICATION

I, JARED HANSMANN OF SURVEY INNOVATION GROUP HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS MAP OR PLAT CONSISTING OF 2 SHEETS REPRESENTS A SURVEY PERFORMED BY SURVEY INNOVATION GROUP, DURING THE MONTH OF JULY 2024, THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF BUCKEYE, ARIZONA ON THIS _____ DAY OF _____ 20__

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

APPROVALS

I CERTIFY THAT THIS MAP OF DEDICATION SUBSTANTIALLY CONFORMS TO THE VERRADO (FORMERLY CATERPILLAR) COMMUNITY MASTER PLAN APPROVED BY THE CITY OF BUCKEYE AND INCORPORATED BY REFERENCE INTO THAT CERTAIN PRE–ANNEXATION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BUCKEYE AND DMB WHITE TANK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY. RECORDED AS DOCUMENT NO. 99–1071208. M.C.R. (THE "CMP"), INCLUDING ALL MAJOR AND MINOR AMENDMENTS THERETO, AND ARE SUITABLE FOR THE PURPOSES FOR WHICH THEY ARE SUBDIVIDED.

_____
DEVELOPMENT SERVICES DIRECTOR DATE

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

_____
BUCKEYE CITY ENGINEER DATE

PLZV- 23-00003

DMB

RICK ENGINEERING COMPANY
2401 W. PEORIA AVENUE SUITE #130
PHOENIX, AZ 85029
480/952-2700
rickengineering.com
San Diego · Riverside · San Luis Obispo · Sacramento · Orange · Tucson · Phoenix · Las Vegas · Denver

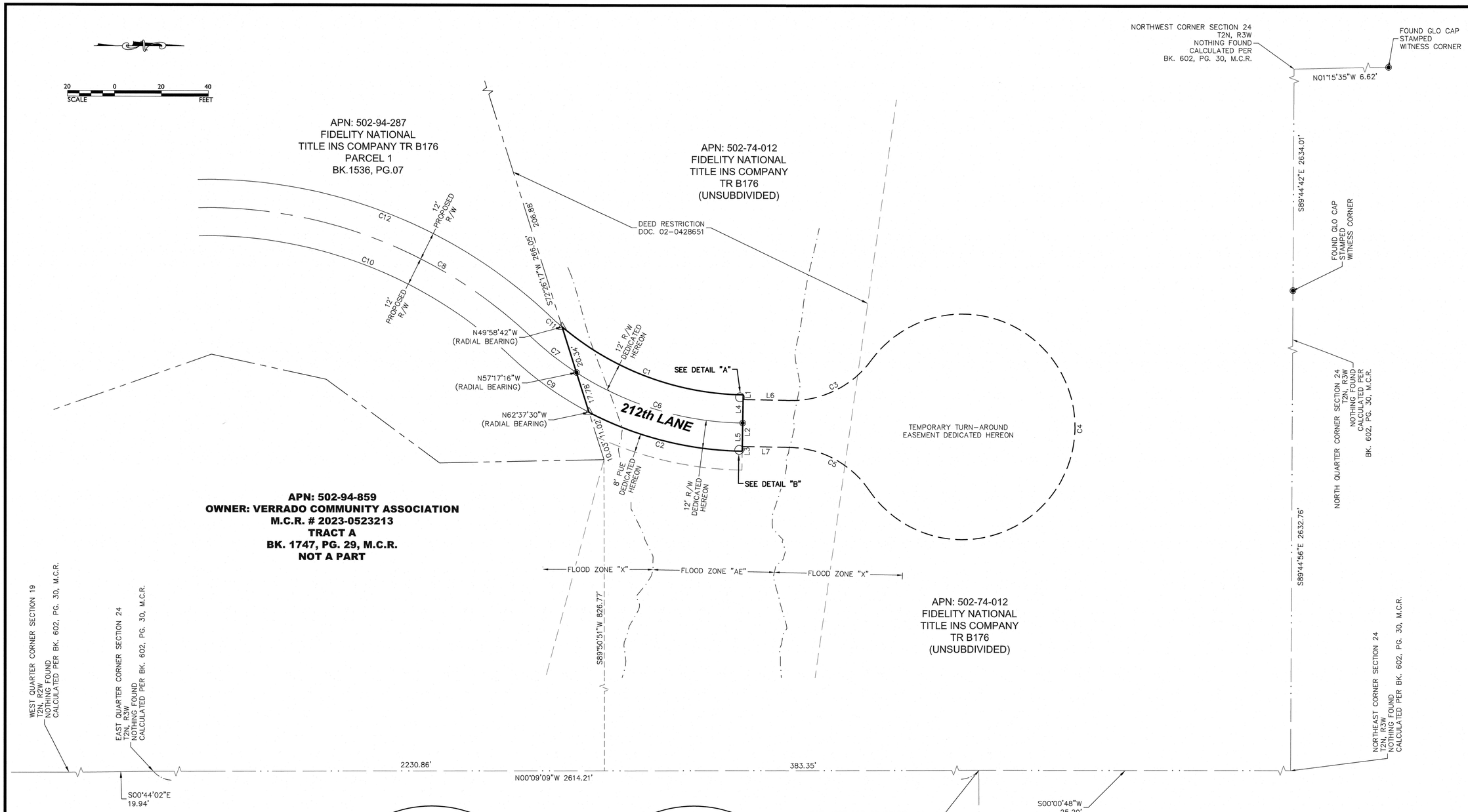
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
60697
JARED
HANSMANN
EXPIRES 12-31-24
ARIZONA, U.S.A.
EXP. 12-31-24

VERRADO®
BUCKEYE, ARIZONA
VERRADO - 212th LANE
MAP OF DEDICATION

REVISION	DATE

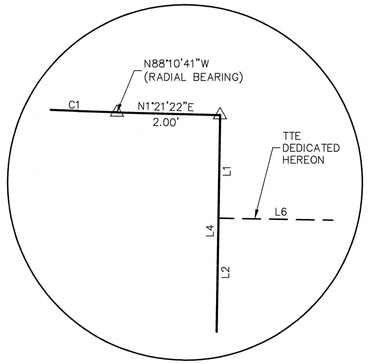
Date: 8/26/24
Project: 14–038
File: NORTH MOD
Scale: NTS

SHEET
1 OF 2

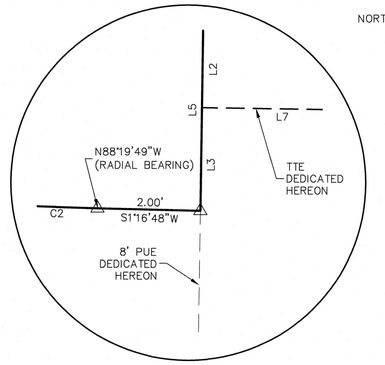


LEGEND

◉	SET BRASS CAP FLUSH MAG. STD. DET. 120 TYPE "B" UNLESS OTHERWISE NOTED
△	SET SUBDIVISION CORNER, 1/2" REBAR W/CAP RLS #35833
APN	ASSESSOR PARCEL NUMBER
BK./PG.	BOOK & PAGE
DOC.	DOCUMENT NUMBER
GLO	GENERAL LAND OFFICE
PUE	PUBLIC UTILITIES EASEMENT
R/W	RIGHT OF WAY
TTE	TEMPORARY TURN-AROUND EASEMENT
	BOUNDARY LINE
	SECTION LINE
	CENTER LINE
	EASEMENT LINE
	ADJACENT BOUNDARY LINE



DETAIL "A"
NTS



DETAIL "B"
NTS

R/W TABLE		
STREET	AREA (SF)	AREA (AC)
212th LN	1,807	0.041

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S89°06'35"E	2.00'
L2	S89°06'35"E	20.00'
L3	S89°06'35"E	2.00'
L4	N89°06'35"W	12.00'
L5	N89°06'35"W	12.00'
L6	N0°53'25"E	20.04'
L7	S0°53'25"W	20.04'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	38°11'49"	123.00'	82.00'	N20°55'13"E 80.49'
C2	25°42'19"	147.00'	65.95'	N14°31'20"E 65.40'
C3	54°42'20"	42.00'	40.10'	N26°27'45"W 38.60'
C4	289°24'40"	48.00'	242.46'	S89°06'35"E 55.47'
C5	54°42'20"	42.00'	40.10'	S28°14'35"W 38.60'
C6	31°49'19"	135.00'	74.98'	N16°48'04"E 74.02'
C7	10°37'09"	135.00'	25.02'	N38°01'19"E 24.99'
C8	44°29'57"	200.00'	155.33'	S21°04'55"W 151.46'
C9	15°57'24"	147.00'	40.94'	N35°21'12"E 40.81'
C10	44°29'57"	188.00'	146.01'	S21°04'55"W 142.37'
C11	3°18'46"	123.00'	7.11'	N41°40'31"E 7.11'
C12	44°29'57"	212.00'	164.65'	S21°04'55"W 160.54'

DMB

RICK ENGINEERING COMPANY
2401 W. PEORIA AVENUE SUITE #130
PHOENIX, AZ 85029
480.502.2700
rickengineering.com
San Diego · Riverside · San Luis Obispo · Sacramento · Orange · Tucson · Phoenix · Las Vegas · Denver

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
60697
JARED
HANSMANN
8-27-24
DATE SIGNED
ARIZONA U.S.A.
EXP. 12-31-24

VERRADO®
BUCKEYE, ARIZONA
VERRADO - 212th LANE
MAP OF DEDICATION

REVISION	DATE

PLZV- 23-00003

Date: 8/26/24
Project: 14-038
File: NORTH MOD
Scale: 1"=20'

SHEET
2 OF 2

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 10/01/24	**AGENDA ITEM:** 4.H. DS - Verrado Highlands Phase 2 Parcel 1 - Replat - PLZV-21-00048
DATE PREPARED: 09/26/24	**DISTRICT NO.:** 6
STAFF LIAISON: Sean Banda, Senior Planner, sbanda@buckeyeaz.gov, (623) 349-6215	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on a Replat for three single-family lots located north of Highlands Park Drive and on 212th Lane, within the Verrado Highlands District.

SUMMARY

PROJECT DESCRIPTION:
The applicant is requesting a Replat from the Verrado Highlands Phase 2 final plat located north of Highlands Park Drive and on 212th Lane, within the Verrado Highlands District. This Replat will create additional right-of-way on 212th north from Highlands Park drive just west of the park, and three additional single-family lots in the Verrado Highlands District. A temporary turn-around easement is also dedicated, to provide for emergency and utility truck turn-around until the road is needed to be built and connected north as part of future development. This Replat is requested by Dave Nilsen of DMB White Tank, LLC.

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:
PLZV-21-00048 Vicinity Map.pdf
PLZV-21-00048 Verrado Highlands Ph 2 Parcel 1 Replat - Narrative.pdf
PLZV-21-00048 Verrado Highlands Ph 2 Parcel 1 Replat - Replat.pdf

Subject Property
212th Lane
Highlands Park Dr
Verrado Highlands
Verrado Victory
N VERRADO WAY
W VICTORY BLVD
Indian School Road
W INDIAN SCHOOL RD
Verrado Way
W SUNRISE LN
600ft

2nd Submittal

PLZV-21-00048

Verrado Highlands District Phase 2 Parcel1

Narrative

2R - FOR REVIEW

Verrado

Highlands Phase 2 – Parcel 1

Project Narrative

June 13, 2022

Background and Project Overview

Verrado was planned and designed as a sustainable community with a strong identity and vision that integrates diverse residential neighborhoods with commercial uses including employment and potential resort opportunities. The Verrado Community Master Plan ("CMP") provides a framework to preserve and celebrate the natural features of the Property while at the same time being responsive to market conditions. Phase 1 of Verrado created a Main Street District with diverse near-town residential neighborhoods with great parks surrounding this commercial and retail district. Phases 2 and 3 within Heritage District have also been planned and developed as near-town neighborhoods designed around a variety of neighborhood parks. A majority of these three phases has developed along gently sloping terrain with major wash corridors traversing outside of the neighborhoods. Only a few of the existing neighborhoods, including the Phase 1 and Phase 3 custom lot subdivisions, are within the foothills adjacent to the many mountains within Verrado. Verrado Highlands Phase 1 is comprised of approximately 200+ single family detached on approximately 62 acres West of Verrado Way and Victory District and north of Tractor Wash and the Regent Hills neighborhood. To the north and west of Verrado Highlands Phase 1 are significant mountain ridges and dramatic settings. It is with these dramatic settings, challenging topography and a desire to create more exclusive, residential neighborhoods that we are proposing to create residential enclaves that transition from the near-town neighborhoods of Phases 1 and 2 into a more organic desert adaptive foothills setting within the Verrado Highlands District.

Pre-Annexation Development Agreement and Community Master Plan

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

RECEIVED

5/10/2023

CITY OF BUCKEYE by: TP ENGINEERING

Current General Plan Designation

Verrado is designated as a Master Planned Community on the Town's General Plan. In addition, because of the major washes that traverse Verrado, the General Plan land use map has several 'Floodway Transitional Areas' designated within the master planned community.

Current Zoning Designation

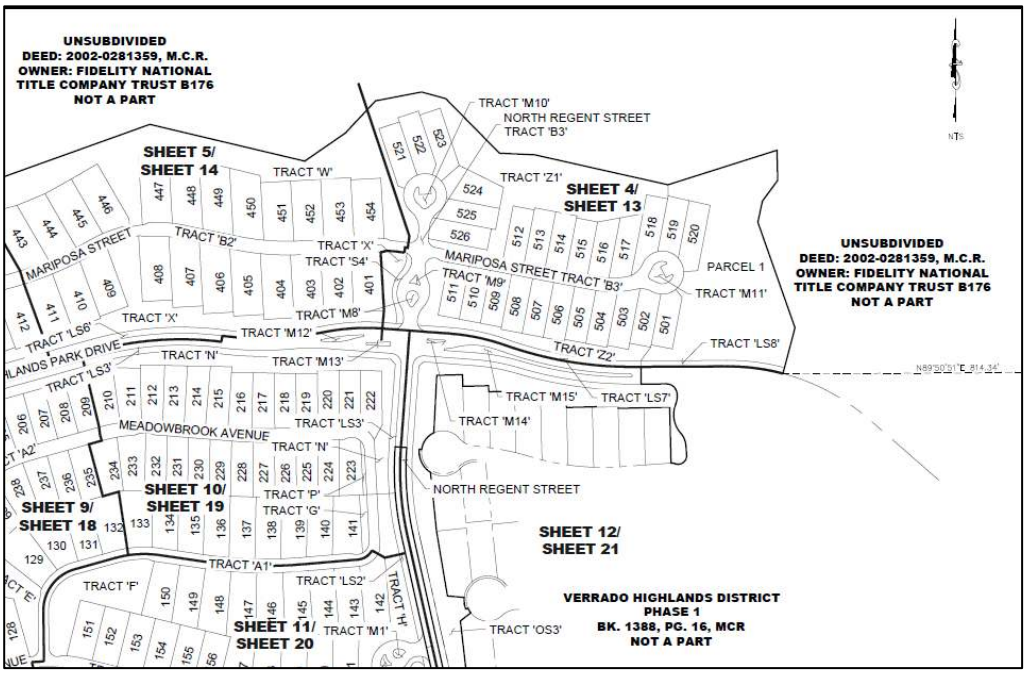
Verrado is zoned Planned Community ("PC"). Verrado entitlements consist of the Pre-Annexation and Development Agreement, recorded 11/26/1999 (the "Development Agreement") and the Community Master Plan ("CMP"), approved November 17, 1999.

Current Condition of the Site

Verrado Highlands is currently graded and under construction. Verrado Highlands is framed by two (2) washes on the north and south side with mountain views to the north and west and valley views to the south and east.

Request

The request is to approve a replat of Parcel 1 from the Verrado Highlands Phase 2 final plat located north and west of Verrado Highlands Phase 1. See the larger Parcel 1 below from the Phase 2 final plat.



Project Description

Parcel 1 is a parcel that was designated in the original final plat for future development and/or a roadway to access further developable property to the north. The parcel is located along the north side of Highlands Park Drive, between the regional park and the west end of a cul-de-sac (Mariposa Street) with single family lots. The replat creates 212th Lane north from Highlands Park Drive just west of the park. Parcel 1 sits on a higher elevation than the park and offers space for three (3) developable lots off the east side of the proposed 212th Lane alignment. A small island tract and roadway lane is proposed for the three (3) lot frontages. This will allow for a semi-exclusive pull out to access the proposed three (3) driveways to each of the lots.

212th Lane will be dedicated to the north property line of the old Parcel 1. However, with future planning still occurring for the potential future development north of this replat, a temporary turnaround easement will also be dedicated to provide for emergency and utility truck turnaround until the road is needed to built and connected north of Highlands Phase 2. The remainder of the re-platted land will be dedicated into tracts adjacent to the 212th Lane dedication and the lots and will be landscaped.

Verrado's Design Guidelines

Verrado's Design Guidelines have consistently been more restrictive than the Town's residential design guidelines. Within Verrado Highlands, several lots sizes and street layouts and a more organic street and lotting layout create unique neighborhoods within the foothills area of Verrado. The various parcels create small unique neighborhoods within close proximity to a larger open space located at the entrance to Verrado Highlands Phase 1. The enclaves provide many wash backing lots. These three (3) lots back to open space and overlook the park with city vistas further to the east.

Traffic and Roadways

212th Lane is proposed as a local residential street section with a 24-foot-wide dedication with an eight (8) foot public utility easement dedicated along the east side of the street.

Water Management Plan

EPCOR is the water service provider for Verrado. The water distribution system will be extended into Verrado Highlands from Verrado Way from the east. Water storage is provided by the Zone 3 South reservoirs, located adjacent to the Raven Golf Course. An updated Planning Unit II Water Plan and Update to the Master Water Plan was approved in conjunction with the Phase 1 and 2 to demonstrate the water capacity for this plat.

Wastewater Management Plan

EPCOR is the wastewater service provider for Verrado. Verrado Highlands wastewater will be handled by connections to the main line in Verrado Way. The trunk sewers convey wastewater to the existing water reclamation facility located in the southeast portion of the Verrado Community. An amendment to the Planning Unit Wastewater Plan and an update to the Master Wastewater Plan was approved in conjunction with Verrado Highlands Phases 1 and 2.

Fire Protection

The existing Verrado Fire Station at the southwest corner of Thomas Road and Verrado Way will be the primary provider for fire protection for this area of Verrado. Working in collaboration with the Fire Department, a fire protection limits plan has been provided and identifies this phase of Verrado Highlands as being within the required response time from the Thomas Road and Verrado Way fire station.

A parcel has been set aside for a second Verrado fire station at the southwest corner of Verrado Way and the main collector roadway within Verrado Highlands Phase 1. We will continue to work with the City and Fire Chief to identify how and when this fire station is developed and operational as development continue to move into the northern regions of Verrado.

Police Protection

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

Impact on Local Schools

Verrado Highlands is within portions of Planning Units IV and V were approved for a combined 3,575 residential units. The Request is for an additional three (3) single-family residential lots. The proposed replat is consistent with the original plan for this area of Verrado. There will be no impacts on schools with this replat for three (3) additional single family residential lots.

Parks, Open Space and Trails

A large district park is being constructed at the entrance to Verrado Highlands Phase 1. The site is also adjacent to the washes on the north. Verrado Highlands Phase 1 is designed with pathways connecting local residential streets to the collector roadways Highlands Park Drive and Regent Street and to the larger park. These more organic, pathways serve as the alternative to sidewalks directly adjacent to the streets.

VERRADO®

4R PLZV-21-00048 RECEIVED AUG 15 2024 WD

BUCKEYE, ARIZONA
VERRADO HIGHLANDS DISTRICT PHASE 2 - PARCEL 1 REPLAT
FINAL PLAT

A REPLAT OF PARCEL 1 AND TRACT LS8 OF VERRADO HIGHLANDS DISTRICT PHASE 2, RECORDED AS BOOK 1536 OF MAPS, PAGE 7, AFFIDAVIT OF CORRECTION DOCUMENT NUMBER 2021-0574347 AND 2021-0539755, RECORDS OF MARICOPA COUNTY, ARIZONA, LYING WITHIN A PORTION OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF BUCKEYE, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT FIDELITY NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, ACTING NOT IN ITS CORPORATE CAPACITY, BUT SOLELY AS TRUSTEE UNDER ITS TRUST NO. B176 ("OWNER"), AS OWNER OF THE LAND DESCRIBED HEREIN, HAS SUBDIVIDED UNDER THE NAME OF "VERRADO HIGHLANDS DISTRICT PHASE 2 – PARCEL 1 REPLAT", A REPLAT OF PARCEL 1 AND TRACT LS8 OF VERRADO HIGHLANDS DISTRICT PHASE 2, BOOK 1536 OF MAPS, PAGE 7, AFFIDAVIT OF CORRECTION DOCUMENT NUMBER 2021-0574347 AND 2021-0539755, RECORDS OF MARICOPA COUNTY, ARIZONA, LYING WITHIN A PORTION OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF BUCKEYE, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON, AND HEREBY PUBLISHES THIS REPLAT AS AND FOR THE PLAT OF SAID "VERRADO HIGHLANDS DISTRICT PHASE 2 – PARCEL 1 REPLAT" AND HEREBY DECLARES THAT THIS REPLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS, AND EASEMENTS CONSTITUTING SAME AND THAT THE LOTS, TRACTS, STREETS AND EASEMENTS SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID REPLAT AND THAT OWNER HEREBY DEDICATES TO THE PUBLIC FOR USE AS SUCH THE PUBLIC STREETS AND PUBLIC EASEMENTS AS SHOWN ON SAID REPLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

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

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

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE, FOR THE BENEFIT OF THE PUBLIC, A PERPETUAL "LANDSCAPE AND SIDEWALK EASEMENT" OVER, UNDER, UPON AND ACROSS EACH OF TRACTS LS8A AND LS8B AND EACH SUCH EASEMENT AREA SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, AS ARE SPECIFICALLY SET FORTH IN SECTION 2.6 OF THE DEMA, AS IF SAID TRACTS WERE LABELED "LANDSCAPE AND SIDEWALK TRACTS" DESCRIBED IN SECTION 2.6 AND SAID EASEMENTS WERE CREATED UNDER THE DEMA.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE, FOR THE BENEFIT OF THE PUBLIC, A PERPETUAL "LANDSCAPE EASEMENT" OVER, UNDER, UPON AND ACROSS EACH OF TRACTS B, C AND D, AND EACH SUCH EASEMENT AREA SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, AS ARE SPECIFICALLY SET FORTH IN SECTION 2.5 OF THE DEMA, AS IF SAID TRACTS WERE LABELED "LANDSCAPE MEDIAN AND TRACTS " DESCRIBED IN IN SECTION 2.5 AND SAID EASEMENTS WERE CREATED UNDER THE DEMA.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE, FOR THE BENEFIT OF THE PUBLIC, A PERPETUAL "DRAINAGE EASEMENT" OVER, UNDER, UPON AND ACROSS EACH OF TRACTS B AND D AND EACH SUCH EASEMENT AREA SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, AS ARE SPECIFICALLY SET FORTH IN SECTION 2.2 OF THE DEMA, AS IF SAID TRACTS WERE LABELED "DRAINAGE EASEMENT" DESCRIBED IN SECTION 2.2 AND SAID EASEMENTS WERE CREATED UNDER THE DEMA.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE, FOR THE BENEFIT OF THE PUBLIC, A SEPARATE PERPETUAL "STORM DRAIN EASEMENT" OVER, UPON AND ACROSS ALL AREAS DESIGNATED HEREON AS "SDE", OR STORM DRAIN EASEMENT AND EACH SUCH EASEMENT AREA SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, AS SPECIALLY SET FORTH IN SECTION 2.10 OF THE DEMA, AS IF SAID TRACTS WERE LABELED "STORM DRAIN TRACTS" DESCRIBED IN SECTION 2.10 AND SAID EASEMENTS WERE CREATED UNDER THE DEMA.

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

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE, FOR THE BENEFIT OF THE PUBLIC, A PERPETUAL SITE VISIBILITY EASEMENT OVER, UPON AND ACROSS ALL AREAS DESIGNATED HEREON AS "SVE" OR "SITE VISIBILITY EASEMENT" AND "VTE" OR "VISIBILITY TRIANGLE EASEMENT" AND EACH SUCH EASEMENT AREA SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, AS ARE SPECIFICALLY SET FORTH IN SECTION 2.7 AND 2.8 OF THE DEMA, AS IF, THE SITE VISIBILITY EASEMENTS AND VISIBILITY TRIANGLE EASEMENTS WERE CREATED UNDER THE DEMA.

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

IN WITNESS HEREOF:

FIDELITY NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, ACTING NOT IN ITS CORPORATE CAPACITY BUT SOLELY AS TRUSTEE OF ITS TRUST NO. B176, AS OWNER OF THE LAND DESCRIBED HEREIN, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED DULY AUTHORIZED OFFICER. THE NAMES AND ADDRESSES OF THE BENEFICIARIES OF FIDELTY NATIONAL TITLE INSURANCE COMPANY TRUST NO. B176 ARE SET FORTH IN THE INSTRUMENT RECORDED AS INSTRUMENT NO. 2024-0206455 M.C.R.

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

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

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

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES_____

RATIFICATION AND APPROVAL

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

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF_____, 2024, BY _____ THE _____ OF VERRADO COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION, ON BEHALF OF THE NONPROFIT CORPORATION.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES_____

NOTES

1. THE LAND DESCRIBED HEREIN IS OR WILL BE SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND OTHER PROVISIONS CONTAINED IN THAT CERTAIN COVENANT FOR COMMUNITY FOR VERRADO RECORDED IN DOCUMENT NO. 2003-0531387, M.C.R., AS SAME MAY BE AMENDED FROM TIME TO TIME, AND IS OR WILL BE SUBJECT TO THAT CERTAIN COMMUNITY CHARTER FOR VERRADO (THE "CHARTER") RECORDED AS DOCUMENT NO. 2002-1008906, M.C.R., AS SAME MAY BE AMENDED FROM TIME TO TIME. PURSUANT TO THE CHARTER THE VERRADO COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION (THE "ASSOCIATION") WAS FORMED TO, AMONG OTHER THINGS; GOVERN THE USE AND MAINTENANCE OF ALL PORTIONS OF THE 'VILLAGE" AS DEFINED IN THE CHARTER. TRACTS B, C, D, LS8A & LS8B ARE AREAS OF COMMON RESPONSIBILITY.
2. REFERENCE THE "RESULTS OF SURVEY, VERRADO" RECORDED IN BOOK 602, PAGE 30, M.C.R., FOR THE DOCUMENTATION REGARDING THE BASIS OF BEARING FOR THIS PLAT, THE PROJECT BOUNDARY FOR VERRADO AND RELATED SECTION CORNER AND SECTION LINE INFORMATION.
3. ALL CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAPPED OR TAGGED, BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT AT TIME OF CONSTRUCTION.
4. THE LOTS DEPICTED ON THIS REPLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT.
5. THE LAND DESCRIBED IN THIS PLAT IS SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RELATING TO TELECOMMUNICATIONS RECORDED AS DOCUMENT NO. 2002-1008905, M.C.R., AS SAME MAY BE AMENDED FROM TIME TO TIME.
6. NO TREES ARE ALLOWED WITHIN THE VISIBILITY TRIANGLE EASEMENT AREA. NO OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS ALLOWED WITHIN THE VISIBILITY TRIANGLE EASEMENT AREA. TREE CANOPIES OVERHANGING THE VISIBILITY TRIANGLE EASEMENT SHALL BE KEPT TRIMMED TO A HEIGHT OF NO LESS THAN 7'.
7. 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.
8. 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.
9. THIS SITE CONSISTS OF A TOTAL OF 3 LOTS AND 5 TRACTS IN THE PLANNED COMMUNITY (PC) ZONING DISTRICT.
10. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION TO BE PLANTED OR BE ALLOWED TO GROW WITHIN ANY DRAINAGE EASEMENT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH EASEMENTS.

BASIS OF BEARING

THE CENTERLINE OF HIGHLANDS PARK DRIVE RECORDED IN BOOK 1388 OF MAPS, PAGE 16, M.C.R. AS SHOWN ON SHEET 2.

CMP DEVELOPMENT OPTION

RESIDENTIAL LOW/MEDIUM
LOT SIZE 50' X 120'

AREA

TOTAL PARCEL CONTAINS 102,021 SQUARE FEET OR 2.342 ACRES, MORE OR LESS.

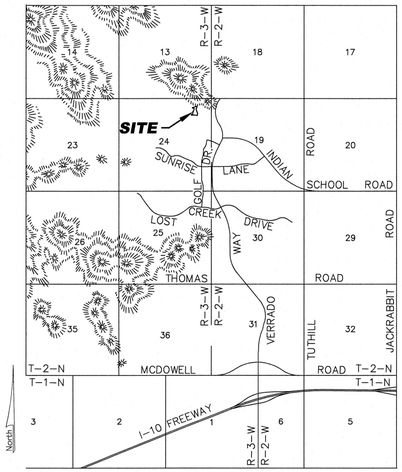
SHEET INDEX

SHEET 1: COVER
SHEET 2: PLAT SHEET, LINE & CURVE TABLE

REFERENCE DOCUMENTS

1. BOOK 1536, PAGE 7, M.C.R.
2. BOOK 1517, PAGE 43, M.C.R.
3. BOOK 1171, PAGE 7, M.C.R.
4. BOOK 602, PAGE 30, M.C.R.
5. BOOK 1388, PAGE 16, M.C.R.
6. DOCUMENT 2002-0428651, M.C.R.
7. DOCUMENT 2002-0602259, M.C.R.

	LOT USE	
LOT	AREA	USE
LOT 1	6,973 SQ. FT./0.160 AC.±	RESIDENTIAL LOT
LOT 2	6,580 SQ. FT./0.151 AC.±	RESIDENTIAL LOT
LOT 3	6,607 SQ. FT./0.152 AC.±	RESIDENTIAL LOT
	TRACT USE	
TRACT	AREA	USE
TRACT B	37,500 SQ. FT./0.861 AC.±	OPEN SPACE, DRAINAGE
TRACT C	498 SQ. FT./0.011 AC.±	LANDSCAPE MEDIAN
TRACT D	24,602 SQ. FT./0.565 AC.±	OPEN SPACE, DRAINAGE
TRACT LS8A	2,979 SQ. FT./0.068 AC.±	LANDSCAPE, SIDEWALK
TRACT LS8B	1,107 SQ. FT./0.025 AC.±	LANDSCAPE, SIDEWALK
	RIGHT OF WAY USE	
RIGHT OF WAY	AREA	USE
RIGHT OF WAY DEDICATION	15,175 SQ. FT./0.348 AC.±	FUTURE ROADWAY



VICINITY MAP

OWNER

FIDELITY NATIONAL TITLE INSURANCE COMPANY TRUST B176
14000 N. PIMA ROAD, SUITE 100
SCOTTSDALE, AZ 85260
PHONE: 480-214-4527
CONTACT: BRENDA TUCSON, TRUSTEE
EMAIL: BRENDA.TUCSON@FNF.COM

DEVELOPER

DMB WHITE TANK, LLC
6263 N. SCOTTSDALE ROAD, SUITE 330
SCOTTSDALE, AZ 85260
PHONE: 480-367-7000
CONTACT: DAVID NILSEN
EMAIL: DNILSEN@DMBINC.COM

SURVEYOR

RICK ENGINEERING COMPANY
2401 W. PEORIA AVE., STE. 130
PHOENIX, AZ. 85029
PHONE: 602-957-3350
CONTACT: JARED HANSMANN, RLS
jhansmann@rickengineering.com

ENGINEER

LAND DEVELOPMENT ENGINEERING, LLC
3420 E. SHEA BOULEVARD, SUITE 156
PHOENIX, AZ 85028
PHONE: (602) 396-5700
CONTACT: JONATHON STANSEL, P.E.
JSTANSEL@LDEAZ.COM

FLOOD ZONE DESIGNATION

THE PROPERTY IS LOCATED WITHIN AN AREA DESIGNATED AS HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO 04013C1645 L, WITH A REVISION DATE OF OCTOBER 16, 2013 FOR COMMUNITY NO. 040039, IN THE CITY OF BUCKEYE, COUNTY OF MARICOPA, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

CERTIFICATION

I, JARED HANSMANN, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAT CONSISTING OF 2 SHEETS CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME DURING THE MONTH OF MAY, 2024. THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN, THAT ALL MONUMENTS EXIST OR WILL BE SET AND, THAT THEIR POSITIONS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

APPROVALS

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

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

I CERTIFY THAT THIS SUBDIVISION PLAT SUBSTANTIALLY CONFORMS TO THE VERRADO (FORMERLY CATERPILLAR) COMMUNITY MASTER PLAN APPROVED BY THE CITY OF BUCKEYE AND INCORPORATED BY REFERENCE INTO THAT CERTAIN PRE-ANNEXATION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BUCKEYE AND DMB WHITE TANK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY. RECORDED AS DOCUMENT NO. 99-1071208. M.C.R. (THE "CMP"), INCLUDING ALL MAJOR AND MINOR AMENDMENTS THERETO, AND ARE SUITABLE FOR THE PURPOSES FOR WHICH THEY ARE SUBDIVIDED.

_____ _____ DATE: _____
DEVELOPMENT SERVICES DIRECTOR

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

_____ _____ DATE: _____
BUCKEYE CITY ENGINEER

DMB

RICK ENGINEERING COMPANY
2401 W. PEORIA AVE. SUITE 130
PHOENIX, AZ 85029
602.957.3350
rickengineering.com
San Diego · Riverside · San Luis Obispo · Sacramento · Orange · Tucson · Phoenix · Las Vegas · Denver

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
60697
JARED
HANSMANN
DATE SIGNED
8-7-24
ARIZONA U.S.A.
EXP. 12-31-24

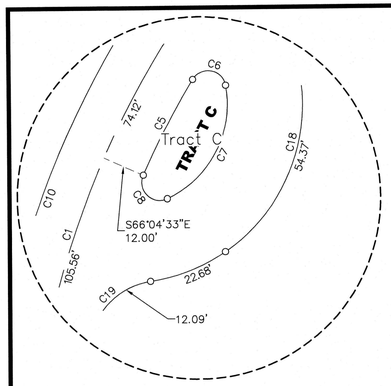
VERRADO®
BUCKEYE, ARIZONA
VERRADO HIGHLANDS DISTRICT PHASE 2
PARCEL 1 REPLAT - FINAL PLAT

REVISION	DATE

Date: 8/7/24
Project: 14-038
File: PARCEL 1
Scale: N.T.S.

SHEET 1 OF 2

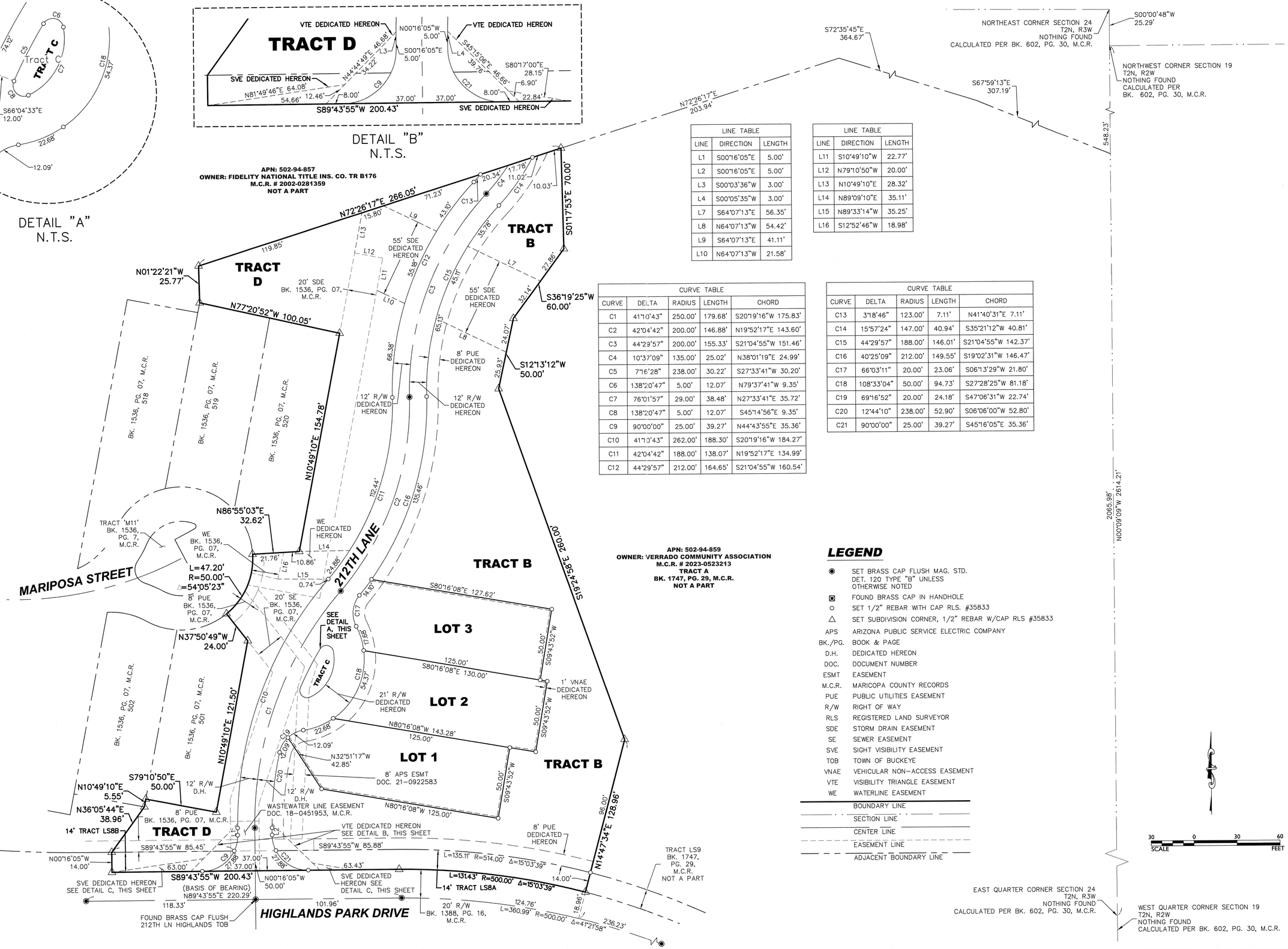
PLZV-21-0048



DETAIL "A"
N.T.S.

DETAIL "B"
N.T.S.

APN: 502-94-857
OWNER: FIDELITY NATIONAL TITLE INS. CO. TR B176
M.C.R. # 2002-0281359
NOT A PART



APN: 502-94-859
OWNER: VERRADO COMMUNITY ASSOCIATION
M.C.R. # 2023-0523213
TRACT A
BK. 1747, PG. 29, M.C.R.
NOT A PART

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S00°16'05"E	5.00'
L2	S00°16'05"E	5.00'
L3	S00°03'36"W	3.00'
L4	S00°05'35"W	3.00'
L7	S64°07'13"E	56.35'
L8	N64°07'13"W	54.42'
L9	S64°07'13"E	41.11'
L10	N64°07'13"W	21.58'

LINE TABLE		
LINE	DIRECTION	LENGTH
L11	S10°49'10"W	22.77'
L12	N79°10'50"W	20.00'
L13	N10°49'10"E	28.32'
L14	N89°09'10"E	35.11'
L15	N89°33'14"W	35.25'
L16	S12°52'46"W	18.98'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	41°10'43"	250.00'	179.68'	S20°19'16"W 175.83'
C2	42°04'42"	200.00'	146.88'	N19°52'17"E 143.60'
C3	44°29'57"	200.00'	155.33'	S21°04'55"W 151.46'
C4	10°37'09"	135.00'	25.02'	N38°01'19"E 24.99'
C5	7°16'28"	238.00'	30.22'	S27°33'41"W 30.20'
C6	138°20'47"	5.00'	12.07'	N79°37'41"W 9.35'
C7	76°01'57"	29.00'	38.48'	N27°33'41"E 35.72'
C8	138°20'47"	5.00'	12.07'	S45°14'56"E 9.35'
C9	90°00'00"	25.00'	39.27'	N44°43'55"E 35.36'
C10	41°10'43"	262.00'	188.30'	S20°19'16"W 184.27'
C11	42°04'42"	188.00'	138.07'	N19°52'17"E 134.99'
C12	44°29'57"	212.00'	164.65'	S21°04'55"W 160.54'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C13	3°18'46"	123.00'	7.11'	N41°40'31"E 7.11'
C14	15°57'24"	147.00'	40.94'	S35°21'12"W 40.81'
C15	44°29'57"	188.00'	146.01'	S21°04'55"W 142.37'
C16	40°25'09"	212.00'	149.55'	S19°02'31"W 146.47'
C17	66°03'11"	20.00'	23.06'	S06°13'29"W 21.80'
C18	108°33'04"	50.00'	94.73'	S27°28'25"W 81.18'
C19	69°16'52"	20.00'	24.18'	S47°06'31"W 22.74'
C20	12°44'10"	238.00'	52.90'	S06°06'00"W 52.80'
C21	90°00'00"	25.00'	39.27'	S45°16'05"E 35.36'

LEGEND

◉	SET BRASS CAP FLUSH MAG. STD. DET. 120 TYPE "B" UNLESS OTHERWISE NOTED
◙	FOUND BRASS CAP IN HANDHOLE
○	SET 1/2" REBAR WITH CAP RLS. #35833
△	SET SUBDIVISION CORNER, 1/2" REBAR W/CAP RLS #35833
APS	ARIZONA PUBLIC SERVICE ELECTRIC COMPANY
BK./PG.	BOOK & PAGE
D.H.	DEDICATED HEREON
DOC.	DOCUMENT NUMBER
ESMT	EASEMENT
M.C.R.	MARICOPA COUNTY RECORDS
PUE	PUBLIC UTILITIES EASEMENT
R/W	RIGHT OF WAY
RLS	REGISTERED LAND SURVEYOR
SDE	STORM DRAIN EASEMENT
SE	SEWER EASEMENT
SVE	SIGHT VISIBILITY EASEMENT
TOB	TOWN OF BUCKEYE
VNAE	VEHICULAR NON-ACCESS EASEMENT
VTE	VISIBILITY TRIANGLE EASEMENT
WE	WATERLINE EASEMENT
	BOUNDARY LINE
	SECTION LINE
	CENTER LINE
	EASEMENT LINE
	ADJACENT BOUNDARY LINE

DMB

RICK ENGINEERING COMPANY
2401 W. PEORIA AVE. SUITE 130
PHOENIX, AZ 85029
602.957.3350
rickengineering.com
San Diego · Riverside · San Luis Obispo · Sacramento · Orange · Tucson · Phoenix · Las Vegas · Denver

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 60697
JARED HANSMANN
8-7-24
DATE SIGNED
ARIZONA U.S.A.
EXP. 12-31-24

VERRADO®

BUCKEYE, ARIZONA

VERRADO HIGHLANDS DISTRICT PHASE 2
PARCEL 1 REPLAT - FINAL PLAT

REVISION	DATE
1	
2	
3	
4	
5	
6	
7	

Date: 8/7/24
Project: 14-038
File: PARCEL 1
Scale: 1"=30'

SHEET
2 OF 2

PLZV-21-0048

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 10/01/24	**AGENDA ITEM:** 4.I. FIN- Tree Planting Projects in Downtown Buckeye - Community Forest Corps Grant Application Submission - US Department of Agriculture: Forest Service Urban & Community Forestry's Inflation Reduction Act Program
DATE PREPARED: 09/26/24	**DISTRICT NO.:** All
STAFF LIAISON: Rob Roach, Grant Program Administrator, rroach@buckeyeaz.gov, (623) 349-6165	
DEPARTMENT: Financial Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the approval 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.

SUMMARY

PROJECT DESCRIPTION:
The grant application request supports a three-year project that engages local youth to plant 100 36-gallon trees and 100 shrubs in the Downtown Buckeye community to the betterment of the Communities, as well as educating youth in the community to be environmental stewards. Local youth will gain hands-on experience and learn proper tree planting techniques. The request also partially funds one current City of Buckeye Landscape Foreman for $15,952.83 and two part-time contracted personnel over a three-year period.

BENEFITS:
Increased tree canopy can reduce extreme heat by 9-27 degrees and provide much-needed shade. Community members will gain access to nature and greenspaces. Air quality will improve by planting trees as they absorb gases and add oxygen back into the air. This program will teach Buckeye's youth how to make a positive impact on their community.

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 and water costs will become a part of the Public Works department's budget.

FINANCIAL IMPACT STATEMENT:
The Federal grant portion is $599,440. There is no match for this grant.

CURRENT FISCAL YEAR TOTAL COST:
$0

BUDGETED:
Yes

FISCAL YEAR:

2025-2028

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
CAR Recap Summary Community Forest Corps.docx
Tree App.pdf
CFC Grant Budget-Template.xlsx

Community Forest Corps Grant Application Summary Recap

Project Description

The grant application request supports a 3-year project that engages local youth to plant 100 36-gallon trees and 100 shrubs in the Downtown Buckeye community to the betterment of the communities, as well as educating youth in the community to be environmental stewards. Local youth will gain hands-on experience and learn proper tree planting techniques. The request also partially funds one current City of Buckeye Landscape Foreman for $15,952.83 and two part-time contracted personnel over a three-year period.

Project Cost

- $ 599,440 (Fully Reimbursable based on budget)

Required Match

- $ 0

Grant Amount

- $ 599,440

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

- The increased tree canopy can reduce extreme heat by 9-27 degrees and provide much needed shade.
- The trees will allow community members to gain access to nature and greenspaces.
- Air quality will improve by planting trees as they absorb gases and add oxygen back into the air.
- This project will teach Buckeye's youth how to make a positive impact on their community.

Time Period for the Grant

- FY 2025 – FY 2028

IRA Grant Recipient Status: Has your organization already received IRA grants? (required)

- [ ] Yes
- [x] No

If yes, please list the amounts and issuing agencies.

Not Applicable

APPLICATION DETAILS

Which type(s) of funding are you applying for? Select all that apply. If Fellowship is selected, please complete the supplemental application below as well. (required)

Please note that if you are also applying for Fellowship funding, you must complete this supplemental application from our partner, USDN, as well: https://survey.alchemer.com/s3/7951721/USDN-Forestry-Fellowship-Application

- [x] Community Forest Corps
- [ ] Urban Forestry Equity Fellowship

FUNDING GOALS AND NARRATIVE

What goals do you intend the grant funds will support. Select all that apply. (required)

- [x] Tree care and maintenance on public property
- [ ] Tree care and maintenance on private property
- [ ] Tree pruning
- [ ] Dead tree removals
- [ ] Pest treatment
- [ ] Invasive tree/shrub removal
- [x] Tree mulching
- [x] Tree watering
- [ ] Establishment of wood utilization programs
- [ ] Conducting tree inventories to inform urban forest management plans
- [x] Urban Tree Canopy Assessment to identify low-canopied portions of the community
- [x] Enhancing community engagement and volunteer efforts to include representation from disadvantaged communities
- [ ] Developing paid on-the-job training opportunities, including pre-apprenticeships and apprenticeships, to expand workforce development pathways for careers in sustainability and urban/community forestry for members of disadvantaged communities
- [x] Creation of paid youth employment and education to develop pathways for sustainability careers in urban and community forestry

- [x] Creation of paid youth employment and education to develop pathways for sustainability careers in urban and community forestry
- [ ] Developing or expanding extreme heat management strategies and plans
- [x] Training and best practices education on using urban heat sensors
- [x] Collection and analysis of neighborhood-level urban heat data
- [ ] Aiding in planning, goal setting, and skill sharing with other professions such as urban planners, engineers, educators, recreational and public health officials that focus on improving service to disadvantaged areas
- [ ] Ordinance development or revision including significant and thoroughly-explained and documented community engagement (seeking input to influence decisions) that does not result in overburdening disadvantaged communities

Other Goals?

Not required. Limit: 50 words.

Buckeye will increase equitable access to urban tree canopy in disadvantaged neighborhoods while mitigating extreme heat. Buckeye will partner with schools and minority led Village Community Center to develop urban forestry workforces, promote community engagement, education and urban heat data collection. Disadvantaged youth will learn tree planting and maintenance techniques.

Organization Background (required)

Describe your organization's history, mission, and previous experience with similar projects. Limit: 300 words.

Buckeye (COB) was incorporated in 1929 and became a city on January 1, 2014. COB is a rural area with population clusters spread over 640 sq. miles, covered by greater than 90% agricultural/open space, 2% industrial/commercial use, and 4% residential. COB has various federally designated historically disadvantaged communities (HDC) as to transportation, health, equity, environmental indicators, wastewater discharge, flood risk, education, income, socioeconomic indicators, unemployment, and a high level of vulnerability to negative effects caused by external stresses on

Target Population (required)

Describe the population or demographics of the community/neighborhood that will benefit from this project. Limit: 300 words.

The target population for this project is those who reside within Buckeye's Federally Designated Historically Disadvantaged Communities (HDC). Buckeye's Downtown and surrounding areas are considered HDCs and are home to approximately 20,000 people, according to the Climate and Economic Justice Screening Tool (CEJST) https://screeningtool.geoplatform.gov/en/#12.49/33.37123/-112.5821. CEJST measures quality of life criteria such as climate change, energy, health, housing, legacy pollution, transportation, water and wastewater, and workforce development. Additionally

Add a File

Intended Areas of Focus.docx **REMOVE**

PARTNERSHIPS (required)

Applicants are encouraged to collaborate with and leverage other local/community organizations. Provide a short overview of prospective partners you would engage in the management of Community Forest Corps and/or Urban Forestry Fellowship programs, and briefly describe their role and organization type(s). Limit: 100 words.

Buckeye currently partners with non-profit organization "Village Community and Recreation Center" (VCRC). Buckeye and VCRC collaborated to form the "Spruce-It-Up" Program which includes a Project Manager and 18 disadvantaged youth from 10-17 years of age who maintain yards and landscapes within the disadvantaged Buckeye areas. If awarded, the partnership would expand to include tree planting and maintenance techniques. Buckeye also anticipates Buckeye Union High School as a prospective partner. Buckeye's goal is to help create successful environmental stewards at

Will any of your partners bring additional capacity, funding, or other resources to the program? (required)

- [x] Yes
- [ ] No

If yes, please describe. Limit: 50 words.

Village Community and Recreation Center provides a dedicated Program Manager with experience in youth workforce development and community engagement. Buckeye High School provides youth workforce labor and community engagement. Buckeye Public Works provides a committed employer of record, urban forestry experience, tools and equipment, and canopy and heat monitoring experience.

CRS partners with Student Conservation Association and Groundwork USA who may be working in your location. Would you consider a collaboration with them on this program?
(required)

You can visit their websites at https://thesca.org/ and https://groundworkusa.org/ for more info.

- [x] Yes
- [ ] No

If you have previously or currently work with SCA or Groundwork USA, briefly describe your collaboration.

Not required. Limit: 100 words.

Do you currently have a youth employment program in your community? (required)

- [ ] Yes
- [x] No

While we are primarily prioritizing applications for youth crews aged 14-17, we are also open to accepting applications for young adult crews aged 18-24. Please indicate the age group(s) of your proposed crew(s) within your application.
(required)

Select all that apply

- [x] 14-17 years old
- [ ] 18-24 years old

What organization/partner manages the youth employment program and would this be the lead organization for CFC?

Limit: 25 words.

The City of Buckeye (COB) would be managing the youth employment program along with the prospective participants. COB will be the lead organization for CFC.

What organization would be the employer of record for these programs?

Limit: 25 words.

The City of Buckeye would be the employer of record for these programs.

Do you anticipate that this grant will help you develop a plan to sustain this program after the 3 year grant timeframe?

- [x] Yes
- [ ] No

Do you currently collect heat data?

- [ ] Yes
- [x] No

Explain the process and partners involved in urban heat data monitoring and collection.

Are there any permits or authorizations (City, County, etc.) still needed before you can begin implementing Community Forest Corps or Urban Forestry Fellowships?

- [x] Yes
- [ ] No

Scope of Work Requirement

Please note that, if awarded a CFC grant, recipients will be required to submit a detailed Scope of Work (SOW). This submission will occur following the grant award announcement in October 2024.

BUDGET

Please use this template: https://bit.ly/urban-forestry-budget-template

This budget template is designed to guide you in preparing an itemized budget of expenditures to support your CFC grant application.

The "CFC Youth Crew" line item under the "contractual section" will cover the direct and indirect costs associated with the crew, including personnel, fringe benefits, travel, supplies, and other allowable expenses.

If you are applying for the CFC *AND* Fellowship funding, please add line items for budget itemization of fellowship-eligible expenditures, such as personnel, fringe benefits, travel, training, etc.

Additionally, as part of your grant agreement, there will be a line item to cover the costs of heat data collection and analysis with CAPA Strategies as a contractual partner.

Please complete the "budget template", download your budget as a pdf document, and upload the pdf below.

File Upload (required)

CFC Grant Budget-Template.xlsx **REMOVE**

Thank you for filling out this application. If you have any additional comments to add about your budget or application, please do so here.

This sample budget and the blank templates (see additional tabs within this sprea

min 300,000 max 600,000

COMMUNITY FORESTRY CORPS BUDGET

CATEGORIES	YEAR 1	YEAR 2
Personnel (a)	$3,123	$3,123
Fringe Benefits (b)	$2,195	$2,195
Travel (c)	$0	$0
Supplies (d)	$121,633	$121,633
Contractual (e)		
Community Forestry Corps Youth Crews (10 youth & 1 crew leads)	$99,529	$59,529
CAPA strategies Heat Monitoring & Data Collection	$0	$0
Other (f)	$0	$0
Total Direct Costs	$226,480	$186,480
Indirect Costs (10% de minimis rate)	$0	$0
Total Project Costs (Sum of direct and idirect costs)	$226,480	$186,480

NOTES:

(a) This category funds the ongoing tree maintenance by the City of Buckeye's Landscape Fore include trimming and watering. The detailed budget for this category is located under the "W

(b) This category funds Fringe Benefits for the City of Buckeye's Landscape Foreman for 300 h category is located under the "Wage and ERE" tab.

(c) The City of Buckeye is not requesting funds for Travel.

(d) This category funds all landscaping, irrigation items, and heat data collection. The detailed

(e) All three years for this funding category include contractual costs for a Contracted Crew Lea All contractual services are not eligible for Fringe Benefits. The detailed budget for this cate

(f) The City of Buckeye is not requesting funds for Other Costs

dsheet) are designed to

YEAR 3	TOTAL
$3,123	$9,369
$2,195	$6,584
$0	$0
$121,633	$364,900
$59,529	$218,587
$0	$0
$0	$0
$186,480	$599,440
$0	$0
$186,480	**$599,440**

***Total awarding amount for CFC only**

eman for 300 hours per year. His activities will
Vage and ERE" tab.

ours per year. The detailed budget for this

budget for this category is located under the "Supp

ad. Year 1 also includes contracted design costs.
gory is located under the "Wage and ERE" tab.

COMMUNITY FORESTRY CORPS budget template

CATEGORIES	YEAR 1	YEAR 2
Personnel	$3,123.00	$3,123.00
Fringe Benefits	$2,194.61	$2,194.61
Travel	$0.00	$0.00
Supplies	$121,633.33	$121,633.33
Contractual	$0.00	$0.00
Community Forestry Corps Youth Crews (5-6 youth & 2 crew leads)	$99,528.94	$59,528.94
Heat Monitoring & Data Collection	$0.00	$0.00
Other	$0.00	$0.00
Total Direct Costs	$226,479.89	$186,479.89
Indirect Costs (10% de minimis rate)	$0.00	$0.00
Total Project Costs (Sum of direct and idirect costs)	**$226,479.89**	**$186,479.89**

NOTES:

(a) This category funds the ongoing tree maintenance by the City of Buckeye's Landsca

(b) This category funds Fringe Benefits for the City of Buckeye's Landscape Foreman fo category is located under the "Wage and ERE" tab.

(c) The City of Buckeye is not requesting funds for Travel.

(d) This category funds all landscaping, irrigation items, and heat data collection. The de

(e) All three years for this funding category include contractual costs for a Contracted Cr costs. All contractual services are not eligible for Fringe Benefits. The detailed budge and ERE" tab.

(f) The City of Buckeye is not requesting funds for Other Costs

YEAR 3	TOTAL
$3,123.00	$9,369.00
$2,194.61	$6,583.83
$0.00	$0.00
$121,633.33	$364,900.00
$0.00	$0.00
$59,528.94	$218,586.83
$0.00	$0.00
$0.00	$0.00
$186,479.89	$599,439.66
$0.00	$0.00
$186,479.89	**$599,439.66**

pe Foreman for 300 hours per year. His activities
or 300 hours per year. The detailed budget for this

etailed budget for this category is located under the
rew Lead. Year 1 also includes contracted design
et for this category is located under the "Wage

Estimated Project Costs

INSTRUCTIONS: List all items necessary to develop and construct your project. The applicant is responsible for

Enter values into GREEN CELLS.

ITEM DESCRIPTION	UNIT
LANDSCAPING & IRRIGATION ITEMS	
TREES 36 Gallon	Each
Shrubs	Each
MULCH	
Decomposed Granite	CY
Organic	
TOPSOIL	CY
SEEDING	Acre
BOULDERS	Each
IRRIGATION SYSTEM	
Drip	SF
Turf	
SLEEVING FOR IRRIGATION SYSTEM	
Directional Bore	LF
Cut and Patch	
Weather stations and temperature measure tools	Each
LANDSCAPE ESTABLISHMENT (Typically 4.5% of the cost of landscaping)	LS
SUBTOTAL LANDSCAPING	

verifying all costs and their accuracy. Construction cost overruns will be the

QUAN.	UNIT PRICE	TOTAL
100	$1,950.00	$195,000.00
100	$9.00	$900.00
20,000	$2.75	$55,000.00
		$0.00
		$0.00
		$0.00
40	$500.00	$20,000.00
32,000	$2.00	$64,000.00
		$0.00
175	$160.00	$28,000.00
		$0.00
4	$500.00	$2,000.00
		$0.00
& IRRIGATION ITEMS		$364,900.00

City of Buckeye

Personnel Name	Exempt Status	Annual Salary	Hourly Rate	Total Hours
City of Buckeye - Landscape Foreman	Exempt	$ 64,958.40	$31.23	300.00
Contracted - Crew Lead	Non Exempt	$ 48,734.00	$ 23.43	300.00
Contracted - Youth Crew	Non Exempt	$ -	$ 15.00	3500.00
Design	Each	1	$40,000.00	$40,000.00

Health Premiums

	Monthly Health	Monthly Dental	Monthly Vision
Emp only	898.14	53.49	5.91
EMP+Sp	1613.98	108.50	11.24
Emp+Children	1524.23	123.10	11.84
Emp+Fam	2,465.67	175.55	17.4
	6,502.02	460.63	46.39
Average	1,625.50	115.16	11.60

2024 Wage Worksheet

Total Wages	FICA %	FICA $	Medicare %	Medicare $	Workers Comp %	Workers Comp $
$9,369.00	6.20%	$ 580.88	1.45%	$135.85	3.15%	$295.12

$ 7,028.94

$ 52,500.00

$ 59,528.94

Retirement % Employer contribution	Retirement $ Employer contribution	Life, AD&D, ST Disability $	Health Insurance	Dental Insurance	Vision Insurance
12.30%	$1,152.39	$ 38.95	$ 4,063.76	$ 287.89	$ 28.99

Total Benefits	Total employer cost		% of fringe to salary
$6,583.83	$15,952.83		0.101355

Total cost $ 15,953

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 10/01/24	**AGENDA ITEM:** 4.J. FIN- New Library-Related Furniture - Approve, Accept, and Carry Out the Terms and Conditions of the Arizona State Library, Archives & Public Records - State Grants-in-Aid Award - SGIA 25-A-16
DATE PREPARED: 09/30/24	**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 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.

SUMMARY

BENEFITS:
The grant award authorizes the purchase of furniture for the Buckeye Public Library System. Furniture includes, but is not limited to, step book browsing bins and carts for returned books. This furniture will enable Library staff to ensure all materials are taken care of and properly stored to preserve their quality.

FUTURE ACTION:
After the new library furniture has been purchased, delivered, and installed. Any additional furniture expenditures will come from the Library's General Fund unless future grant opportunities arise, which the Grants Team will pursue.

FINANCIAL IMPACT STATEMENT:
The grant portion is $4,645. The match for this grant is $4,645. The total cost is $9,290.

CURRENT FISCAL YEAR TOTAL COST:
$4,645

BUDGETED:
Yes

FISCAL YEAR:
2025

FUND/DEPARTMENT:
Library

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

Award Notification - Buckeye - SGIA 2025.pdf

FY25 SGIA match.pdf

CAR Recap Summary SGIA 25 - Awarded.docx

ARIZONA STATE
LIBRARY, ARCHIVES AND
PUBLIC RECORDS
A DIVISION OF THE ARIZONA SECRETARY OF
STATE

PROVIDING ACCESS
Preserving Arizona
Arizona State Library, Archives and Public Records

Award Notification for State Grants-in-Aid

Library Name & Address: Buckeye Public Library		**State Project Number:** SGIA 25-A-16
Project Name: SGIA 2025		**Project Manager:** Elizabeth Garcia
Program Information: https://azlibrary.gov/libdev/funding/sgia		**Amount Awarded:** $4645
Period of Performance: July 1, 2024, to June 30, 2025		**Final Report Due:** July 31, 2025
Contact for LSTA grant questions: Chris Guerra, Grants Administrator	**Phone:** 602-542-6267	**Email:** cguerra@azlibrary.gov

Please acknowledge State Grants-in-Aid as follows:

This project is supported by the Arizona State Library, Archives & Public Records, a division of the Secretary of State, with funds appropriated by the Arizona State Legislature.

Holly Henley

Holly Henley, State Librarian & Director

July 29, 2024

Date

Rob Roach

From: Chris Larson
Sent: Monday, August 19, 2024 10:56 AM
To: Rob Roach; Courtney Gomez; Elizabeth Garcia
Cc: Damika Newman
Subject: RE: SGIA Funds FY2025

Yes, there is a 100% match required. We will be purchasing from our furniture budget like we did last year.

Christine Larson
Library / Museum Administrator
City of Buckeye
Phone: 623-349-6312
Cell: 623-696-9692
Facebook | Instagram |Buckeye Valley Museum |Buckeye Public Library

---

From: Rob Roach <rroach@buckeyeaz.gov>
Sent: Monday, August 19, 2024 10:36 AM
To: Chris Larson <clarson@buckeyeaz.gov>; Courtney Gomez <cgomez@buckeyeaz.gov>; Elizabeth Garcia <egarcia@buckeyeaz.gov>
Cc: Damika Newman <dnewman@buckeyeaz.gov>
Subject: RE: SGIA Funds FY2025

Thank you Chris.
Is there a match again this year, do not see anything on the award notification.
Thank you,
Rob

From: Chris Larson <clarson@buckeyeaz.gov>
Sent: Monday, August 19, 2024 7:22 AM
To: Courtney Gomez <cgomez@buckeyeaz.gov>; Elizabeth Garcia <egarcia@buckeyeaz.gov>
Cc: Rob Roach <rroach@buckeyeaz.gov>; Damika Newman <dnewman@buckeyeaz.gov>
Subject: RE: SGIA Funds FY2025

Good Morning Courtney,

Attached is the award notification from the State Library for the SGIA funds.

Christine Larson
Library / Museum Administrator
City of Buckeye
Phone: 623-349-6312
Cell: 623-696-9692
Facebook | Instagram |Buckeye Valley Museum |Buckeye Public Library

From: Courtney Gomez <cgomez@buckeyeaz.gov>
Sent: Monday, August 19, 2024 7:11 AM
To: Chris Larson <clarson@buckeyeaz.gov>; Elizabeth Garcia <egarcia@buckeyeaz.gov>
Cc: Rob Roach <rroach@buckeyeaz.gov>; Damika Newman <dnewman@buckeyeaz.gov>
Subject: FW: SGIA Funds FY2025

Good Morning,
Can you please provide the award letter for this grant?

Thank you,

Courtney Gomez
Grant Analyst
City of Buckeye, Finance
Phone: 623-349-6159

Facebook | Twitter | Instagram

From: Sherri Meredith <smeredith@buckeyeaz.gov>
Sent: Monday, August 19, 2024 6:47:36 AM
To: Chris Larson <clarson@buckeyeaz.gov>
Cc: Elizabeth Garcia <egarcia@buckeyeaz.gov>; Rob Roach <rroach@buckeyeaz.gov>
Subject: RE: SGIA Funds FY2025

Yes that would be correct – thank you for the update Chris!

Sherri Meredith
Accounting Manager
City of Buckeye
(O) 623-349-6154
(M) 602-919-6791

Facebook | Twitter | Instagram

Please note: my work schedule is from Tuesday-Friday 7-5:30

From: Chris Larson <clarson@buckeyeaz.gov>
Sent: Saturday, August 17, 2024 4:58 PM
To: Sherri Meredith <smeredith@buckeyeaz.gov>
Cc: Elizabeth Garcia <egarcia@buckeyeaz.gov>
Subject: SGIA Funds FY2025

Hi Sherri,

I just wanted to give you a heads up. We received word that we will be receiving the same SGIA award we did last year. Liz has went over it with Rob Roach and submitted the application to receive the funds. This is a matching grant as it was last year. We will be purchasing furniture again. I'm assuming we will be following the same procedures we did this past year. Please let me know if I have this wrong.

- Funds will be deposited into: 35764150-475006 Grant Revenue State (We budgeted $10,000 in this account)

- We will expend the grant funds from: 35764150-523014 Grant Expenditure Other where we budgeted $25,000)
- We will spend matching funds from our furniture budget: 10004151-521522

Let me know as soon as funds arrive, and we will start putting in requisitions. Also, last year you gave me a number to always reference for tracking purposes. I will need that again as well. I'm anxious to see if I remembered everything correctly…you know, every year's an adventure when it comes to grant funds.

Thanks so much,

Christine Larson
Library / Museum Administrator
City of Buckeye
Phone: 623-349-6312
Cell: 623-696-9692
Facebook | Instagram |Buckeye Valley Museum |Buckeye Public Library

Arizona State Library, Archives & Public Records – State Grants-in-Aid Award Summary Recap

Project Description:

The City of Buckeye has applied for and has been awarded the Arizona State Library, Archives & Public Records – State Grants-in-Aid. The total grant request and award is $4,645. Total project cost is estimated at $9,290, of which the remaining $4,645 will be required as a matching contribution by the City. The funds will be used for the purchase of essential library-related furniture.

Project Cost

- $ 9,290

Required Match

- $ 4,645

Grant Amount

- $ 4,645

Plans Once Grant Expires:

- After the new library furniture has been purchased, delivered, and installed, the project will be complete. Any additional furniture expenditures will come from the Library's General Fund unless future grant opportunities arise, in which the Grants Team will pursue.

Objectives and Expected Outcomes

- The objective is to provide our Library staff with essential library furniture such as step book browsing bins and carts for returned books.
- The expected outcome is greater care for Library materials and to ensure material preservation and quality.

Time Period for the Grant

- FY 2025

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 10/01/24	**AGENDA ITEM:** 4.K. FIN-FY 2025 PM-10 Certified Street Sweepers/Grant Application for Purchase of New Street Sweepers - Maricopa Association of Governments (MAG)
DATE PREPARED: 09/26/24	**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 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.

SUMMARY

PROJECT DESCRIPTION:
The City of Buckeye Public Works Department (BPW) needs two new PM-10 Certified Street Sweepers to ensure Buckeye's streets are free of debris that may be harmful to the environment and humans. 'PM-10' is Particulate Matter of 10 micrometers or smaller. BPW seeks to replace one of their current street sweepers that is reaching the end of its useful life, as well as expand their current street sweeping service area as more streets have been added to the City's portfolio. The street sweepers will service arterial, collector, and residential roadways. The grant request is for $698,976 with a required City match of $67,389. The total cost is $766,365.

BENEFITS:
The objective is to support BPW's Street Sweeping program by adding a new PM-10 Certified Street Sweeper to the eight current street sweepers in their fleet and replacing a nine-year old street sweeper. The new replacement sweeper will initially reduce maintenance costs which, as of 9/3/2024, BPW has spent $114,968 for labor, parts, and outside labor to keep the 2015 sweeper running. The 2015 sweeper has been out of service 62% of the time within the last 12 months, and the replacement sweeper will reduce these out-of-service times. If awarded, the additional sweeper and replacement sweeper will ensure that BPW can continue to provide excellent service to the community by removing harmful debris from Buckeye's streets.

FUTURE ACTION:
If awarded, the Award Agreement will be presented to Council for acceptance and approval. Any additional street sweeper needs will come from BPW's budget account unless additional grant funding opportunities become available which the Grants team will pursue.

FINANCIAL IMPACT STATEMENT:
The Federal grant portion is $698,976. There is a $67,389 match required for this grant. Additionally, Buckeye recently sold an out-of-service MAG grant funded street sweeper for which a portion of the disposition funds need to be returned to MAG. This amounts to $23,108.51, which will be applied towards one of the grants when awarded, reducing the amount of the award.

CURRENT FISCAL YEAR TOTAL COST:

$90,497.51.

BUDGETED:
Yes

FISCAL YEAR:
2025

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
CAR Recap Summary - MAG Street Sweepers App.docx
Copy of Expansion App Submitted 9.10.24.pdf
Copy of Replacement App Submitted 9.10.24.pdf

FY 2025 PM-10 Certified Street Sweeper Expansion Grant Application Program Summary Recap

Project Description:

- The City of Buckeye Public Works Department (BPW) needs two new PM-10 Certified Street Sweepers to ensure Buckeye's streets are free of debris that may be harmful to the environment and humans. BPW seeks to replace one of their current street sweepers that is reaching the end of its useful life, as well as expand their current street sweeping service area as more streets have been added to the City's portfolio. The street sweepers will service arterial, collector, and residential roadways. The grant request is for $698,976 with a required City match of $67,389. The total cost is $766,365. Additionally, Buckeye recently sold an out of service MAG grant funded street sweeper that a portion of the disposition funds need to be returned to MAG. This amounts to $23,108.51, which will be applied towards one of the grants when awarded, reducing the amount of the award.

Project Cost

- $ 766,365 ($698,976 Reimbursable based on budget)

Required Match

- $ 67,389

Grant Amount

- $ 698,976

Plans Once Grant Expires:

- If awarded, the Award Agreement will be presented to Council for acceptance and approval. Any additional street sweeper needs will come from BPW's Budget account unless additional grant funding opportunities become available in which the Grants team will pursue.

Objectives and Expected Outcomes

- The objective is to support BPW's Street Sweeping program by adding a new PM-10 Certified Street Sweeper to the 8 current street sweepers in their fleet and replacing a 9-year-old sweeper.
- The new replacement sweeper will initially reduce maintenance costs which, as of 9/3/24, BPW has spent $114,968 for labor, parts, and outside labor to keep the 2015 sweeper running. The 2015 sweeper has been out of service 62% of the time within the last 12 months, and the replacement sweeper will reduce these out of service times.
- If awarded, the additional sweeper and replacement sweeper will ensure that BPW can continue to provide excellent service to the community by removing harmful debris from Buckeye's streets.

Time Period for the Grant

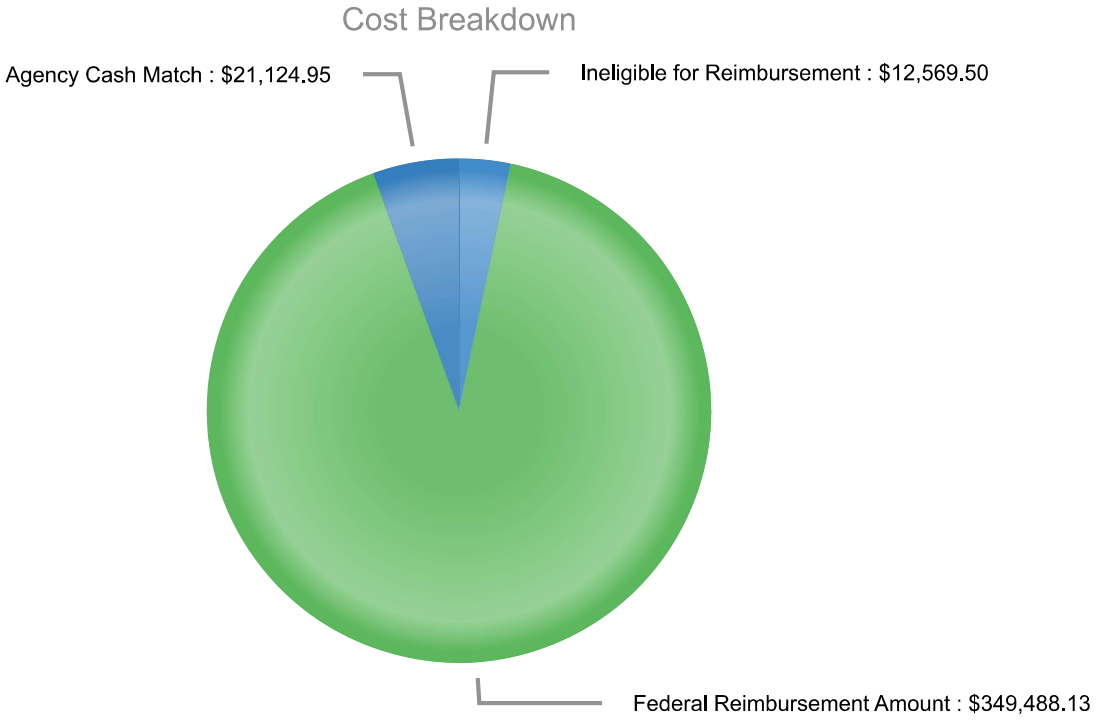
- FY 2025

Application Title	City of Buckeye Certified Sweeper Expansion FY 2025
Identification Number	BKY-25-SW-002

Application Status: MAG REVIEW

Funding Information

Total Estimated Cost of Sweeper	$383,182.58	
Amount Ineligible for Reimbursement	$12,569.50	
Amount Eligible for Reimbursement	$370,613.08	
Agency Cash Match	$21,124.95	**5.70% of eligible cost**
Total Agency Cost	$33,694.45	
Federal Reimbursement Amount	$349,488.13	**94.30% of eligible cost**



Methodology Information

Sweeper Purpose

The requested PM-10 certified street sweeper will (select all that apply):

- [ ] **Replace a Noncertified Street Sweeper**
- [x] **Expand Service Area**
- [ ] **Increase Sweeping Frequency**
- [ ] **Replace an Older Certified Street Sweeper**

Roadway Types

For the requested sweeper, select the affected roadway types to be swept:

- [x] **Arterial**
- [x] **Collector**
- [x] **Residential**
- [ ] **Other**

If answering other, please specify.

0 words (250 remaining)

Roadway Type Information

For the requested sweeper, please provide the information for roadway types:

	Sweep Cycle Length (measured in days between sweepings)	Lane Miles to be Swept per Cycle	Average Weekday Traffic per Lane Being Swept
Arterial	13	28	8,128
Collector	13	24	7,354
Residential	13	158	575
Other			

Expanded Service Areas

For the selected roadway types, please provide the previously unswept lane miles to be swept by the new sweeper.

Arterial	3
Residential	48
Collector	1

Other

Proximity to PM-10 Monitor

Provide basic information about the sweeping route's proximity to a PM-10 monitor.

Will the requested certified sweeper be used to sweep within 4 miles of a PM-10 monitor?

Yes

If yes, please specify which monitor(s).

1 - Buckeye ✕

Supplemental Information

Local Resources

Describe the resources prepared to make use of the street sweeper.

Have local resources been committed such as staff or equipment to support the operation of the PM-10 certified street sweeper?

Yes

If yes, please provide details (e.g. number, type and cost of employees, equipment, and maintenance).

The City of Buckeye has a dedicated Operator and Mechanic in place to support the PM-10 certified street sweeper. The Sweeper Operator was budgeted in FY 2025 for $78,209. Additionally, the dedicated Sweeper Mechanic at Fleet Maintenance has been employed for years and was budgeted in FY 2025 for $91,914.

50 words (200 remaining)

Geographical Area

Provide information about the geographical area that the sweeper will operate in.

Please indicate in what geographical area(s) the requested certified street sweeper will operate (e.g. Glendale Ave to Thomas Rd; 19th Ave to Central Ave).

Citywide. The City of Buckeye spans 640 square miles in which over 1,000 miles of roadway are maintained by the City of Buckeye's Public Works Department.

26 words (224 remaining)

Additional Information

Please indicate if your agency would be willing to provide MAG with additional information on the requested PM-10 certified street sweeper.

Provide additional information about the sweeper not covered in other sections.

Yes

The total number of sweepers currently owned and operated by your agency for sweeping streets:

 # Certified

8

 # Noncertified

0

Signature

Current Signature

Applications must be signed before they can be considered.

Signatory Name

Rob Roach

Signed Date

9/10/2024 10:44:05 PM

Printed Signature Sheet

Optionally download a printable page for your records.

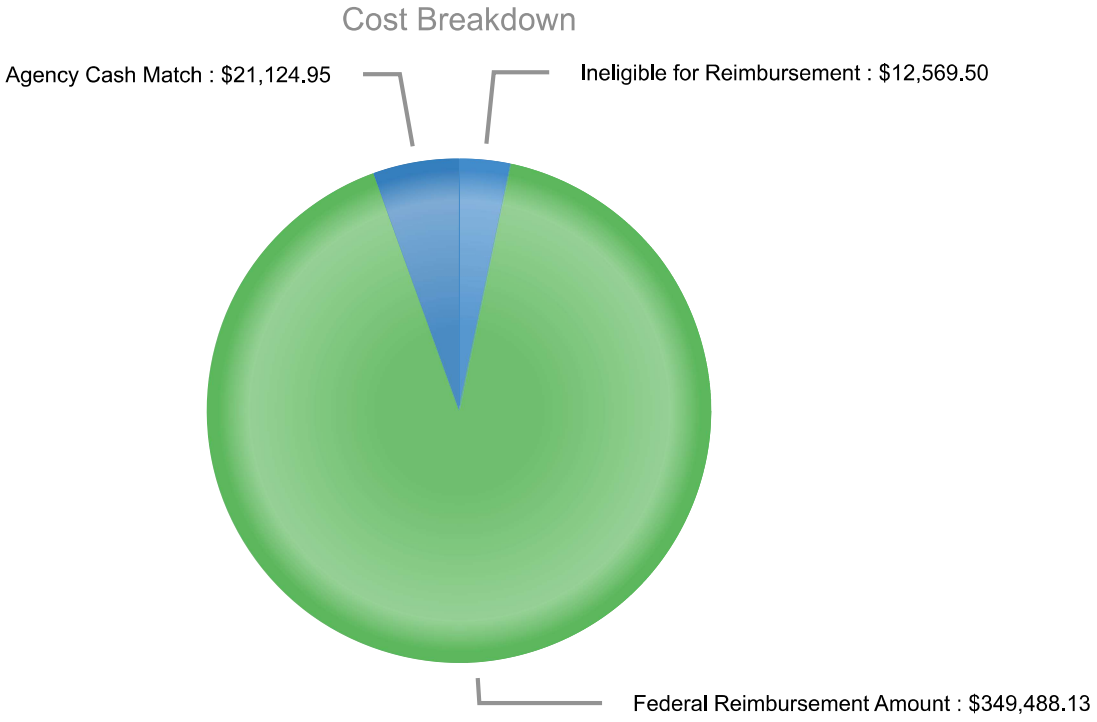
If you require a physical signature for your agency's internal records, a signature sheet can be downloaded here: **Signature Sheet (https://callforprojects.azmag.gov/content/resources/Signature Attachment Page.pdf)**. MAG only requires the digital signature that is part of the online application process.

Application Title	City of Buckeye Certified Sweeper Expansion and Replacement FY 2025
Identification Number	BKY-25-SW-001

Application Status: MAG REVIEW

Funding Information

Total Estimated Cost of Sweeper	$383,182.58	
Amount Ineligible for Reimbursement	$12,569.50	
Amount Eligible for Reimbursement	$370,613.08	
Agency Cash Match	$21,124.95	**5.70% of eligible cost**
Total Agency Cost	$33,694.45	
Federal Reimbursement Amount	$349,488.13	**94.30% of eligible cost**



Methodology Information

Sweeper Purpose

The requested PM-10 certified street sweeper will (select all that apply):

- [ ] **Replace a Noncertified Street Sweeper**
- [x] **Expand Service Area**
- [ ] **Increase Sweeping Frequency**
- [x] **Replace an Older Certified Street Sweeper**

Roadway Types

For the requested sweeper, select the affected roadway types to be swept:

- [x] **Arterial**
- [x] **Collector**
- [x] **Residential**
- [ ] **Other**

If answering other, please specify.

0 words (250 remaining)

Roadway Type Information

For the requested sweeper, please provide the information for roadway types:

	Sweep Cycle Length (measured in days between sweepings)	Lane Miles to be Swept per Cycle	Average Weekday Traffic per Lane Being Swept
Arterial	13	2	6,873
Collector	13	6	3,005
Residential	13	201	931
Other			

Expanded Service Areas

For the selected roadway types, please provide the previously unswept lane miles to be swept by the new sweeper.

Arterial	2
Residential	2
Collector	1

Other

Replace a PM-10 Certified Street Sweeper

If replacing an older PM-10 certified street sweeper, provide additional information about the sweeper being replaced. Note that at least one of the service hours, service date, or service miles must exceed its useful life standards.

Number of hours in service on the sweeper that is being replaced:

8,011

Useful life standard: 12,000 hours

The month and year that the older certified sweeper was put into service:

September 2015

Useful life standard: 8 years

Number of miles (including deadhead miles) on the sweeper that is being replaced:

84,717

Useful life standard: 96,000 miles

An estimate of the percent of time the older sweeper was out of service in the past year due to repairs or maintenance issues:

62

Please explain why the older sweeper was out of service:

This unit has experienced repeat compressor failures, hopper issues, and electrical issues.
To date we have spent $114,968 for labor, parts and outside labor to keep this unit running. This unit is currently 9 years old with the in-service date of 09/10/2015.

42 words (208 remaining)

Proximity to PM-10 Monitor

Provide basic information about the sweeping route's proximity to a PM-10 monitor.

Will the requested certified sweeper be used to sweep within 4 miles of a PM-10 monitor?

Yes

If yes, please specify which monitor(s).

1 - Buckeye ✕

Supplemental Information

Local Resources

Describe the resources prepared to make use of the street sweeper.

Have local resources been committed such as staff or equipment to support the operation of the PM-10 certified street sweeper?

Yes

If yes, please provide details (e.g. number, type and cost of employees, equipment, and maintenance).

The City of Buckeye has a dedicated Operator and Mechanic in place to support the PM-10 certified street sweeper. The Sweeper Operator was budgeted in FY 2025 for $78,209. Additionally, the dedicated Sweeper Mechanic at Fleet Maintenance has been employed for years and was budgeted in FY 2025 for $91,914.

50 words (200 remaining)

Geographical Area

Provide information about the geographical area that the sweeper will operate in.

Please indicate in what geographical area(s) the requested certified street sweeper will operate (e.g. Glendale Ave to Thomas Rd; 19th Ave to Central Ave).

Citywide. The City of Buckeye spans 640 square miles in which over 1,000 miles of roadway are maintained by the City of Buckeye's Public Works Department.

26 words (224 remaining)

Additional Information

Provide additional information about the sweeper not covered in other sections.

Please indicate if your agency would be willing to provide MAG with additional information on the requested PM-10 certified street sweeper.

Yes

The total number of sweepers currently owned and operated by your agency for sweeping streets:

 # Certified

8

 # Noncertified

0

Signature

Current Signature

Applications must be signed before they can be considered.

Signatory Name

Rob Roach

Signed Date

9/10/2024 10:40:00 PM

Printed Signature Sheet

Optionally download a printable page for your records.

If you require a physical signature for your agency's internal records, a signature sheet can be downloaded here: **Signature Sheet (https://callforprojects.azmag.gov/content/resources/Signature Attachment Page.pdf)**. MAG only requires the digital signature that is part of the online application process.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 10/01/24	**AGENDA ITEM:** 5.A. DS - Ordinance No. 22-24 - AZ85 Industrial Park - Rezone - PLZZ-22-00013
DATE PREPARED: 09/26/24	**DISTRICT NO.:** 1
STAFF LIAISON: Sean Banda, Senior Planner, sbanda@buckeyeaz.gov, (623) 349-6215	
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. 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).

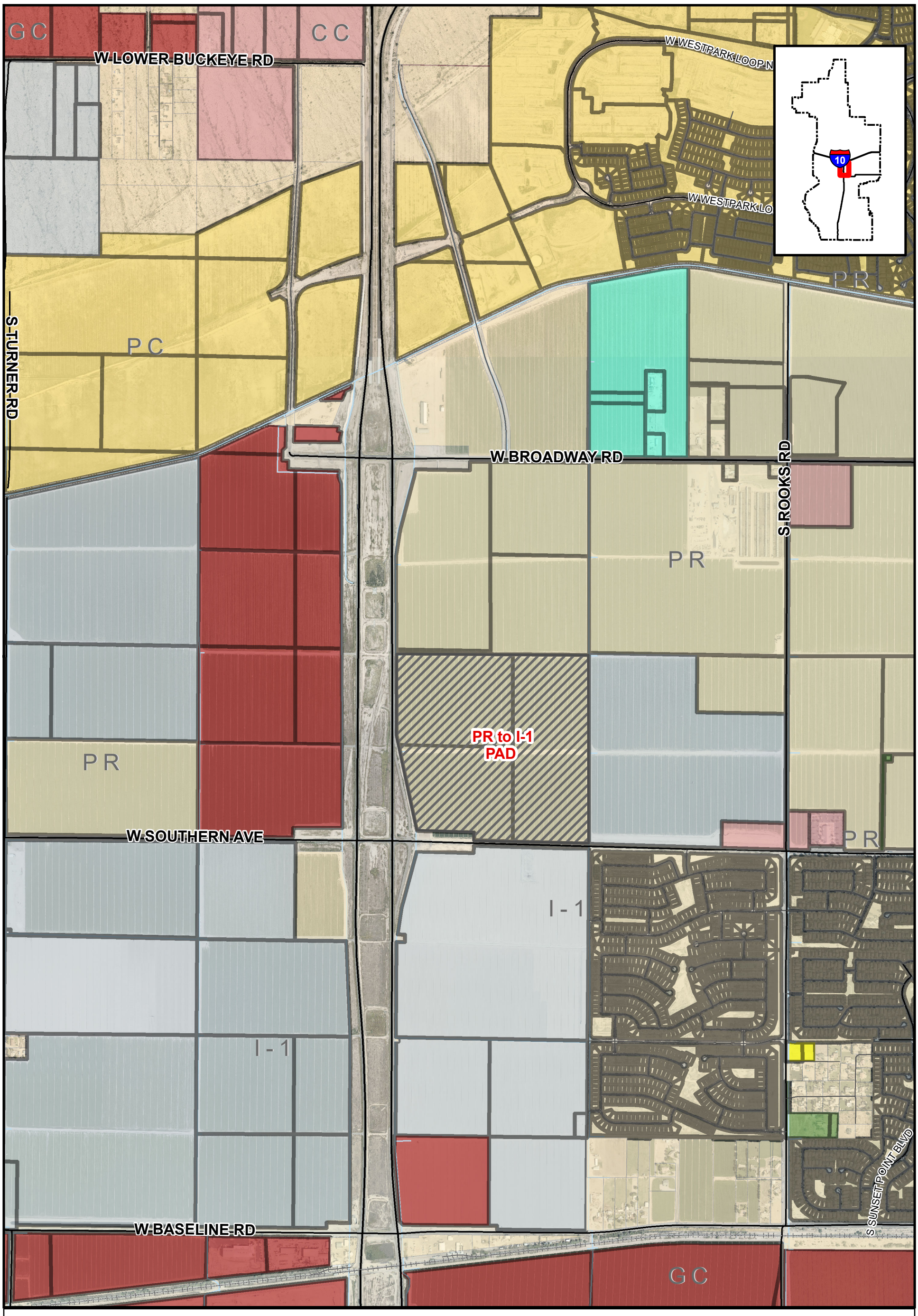
SUMMARY

PROJECT DESCRIPTION:
The applicant is requesting approval of a rezone changing the land use designation from Planned Residential (PR) to Planned Area Development (PAD) for approximately 143.9 acres located on the northeast corner of State Route 85 and Southern Avenue within City Council District 1. The rezoning will facilitate light industrial development of the site in conformance with the property's Employment General Plan land use designation. The Planning and Zoning Commission recommended approval on September 10, 2024. Please see attached staff report for additional information and analysis.

BENEFITS:
The proposed rezone will further economic development and planning related goals for development of employment opportunities within the SR-85 corridor.

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-22-00013 Vicinity Map
PLZZ-22-00013-AZ85 Rezone Staff Report Council 10012024.pdf
PLZZ-22-00013 AZ85 NEC Southern & SR 85 Rezone With Overlay - Narrative.pdf
PLZZ-22-00013-AZ85 Rezone CC Presentation 10012024.pptx
Ord. 22-24.rezone.pdf



VICINITY MAP

BUCKEYE, AZ

PLZZ-22-00013
AZ85 an Industrial Park
City Council District #1

N
W E
S

REZONE

Report to the Mayor and City Council

CASE NUMBER:	**PLZZ-22-00013**
TITLE:	**AZ85 Industrial Park PAD Rezone**
MEETING DATE:	**October 1, 2024**

Applicant/Owner:	George Quinif of Peak Group, on behalf of AL-BO Limited Partnership and Cardinal Capital Company, LLC.
Request:	Planned Area Development (PAD) Rezone from Planned Residential (PR) to Light Industrial (I-1).
District	District 1
Location:	Located on the northeast corner of State Route 85 and Southern Avenue
Site size:	Approximately 143.9 acres
Density:	Not Applicable
Public input:	None known
Recommendation:	**Adoption of Ordinance No. 22-24, approving Case PLZZ-22-00013 subject to Public Hearing and recommendation of approval subject to conditions (a) through (x).**

PROJECT DESCRIPTION

1. George Quinif of Peak Group, on behalf of AL-BO Limited Partnership and Cardinal Capital Company, LLC, are requesting approval of a PAD Rezone on approximately 143.9 acres located on the northeast corner of State Route 85 and Southern Avenue.

2. Pending the decision of the Planning and Zoning Commission, the City Council will hold a public hearing to adopt an ordinance to rezone the subject property on October 1, 2024.

3. This rezoning request is to allow light industrial development on the approximately 143.9-acre subject property to develop according to the permitted uses and development standards of the Light Industrial (I-1) district with modifications through a PAD.

AREA CONTEXT

4. ***Table 1:*** *Existing Land Use, General Plan Designation, and Zoning District*

	LAND USE	GENERAL PLAN	ZONING
Subject Property	**Undeveloped**	**Employment**	**Planned Residential (PR)**
North	Agricultural	Employment	Planned Residential (PR)
South	Agricultural	Employment	Light Industrial (I-1)
East	Agricultural	Employment	Light Industrial (I-1)
West	State Route 85 and Agricultural	Employment	General Commerce (GC)

PUBLIC PARTICIPATION SUMMARY:

5. A neighborhood meeting was held February 8, 2023, providing an opportunity for interested parties to learn more about the request. As required by Buckeye Development Code, written notices to property owners within 500 feet of the subject site were mailed over fifteen (15) days prior to the date of the meeting.

6. Except for the applicant and City staff, no public attended the neighborhood meeting.

7. No persons spoke during the Planning & Zoning Commission public hearing for this request on September 10, 2024.

8. All required notifications of this public hearing were completed at least fifteen (15) days in advance of the meeting date, as follows:

9. ***Table 2:*** *Public Notice*

Notification Element	Date
Mailing to Property Owners w/in 500’	August 26, 2024
Legal Notice – Arizona Republic	August 26, 2024
Site Posted	August 16, 2024

BACKGROUND

10. *June 7, 2022*: The Mayor and City Council approved a Major General Plan Amendment to Employment for approximately 663 acres under Resolution 47-22.

11. The request was originally submitted to the Planning and Zoning Commission last September but was continued by the owners to request small changes to the PAD.

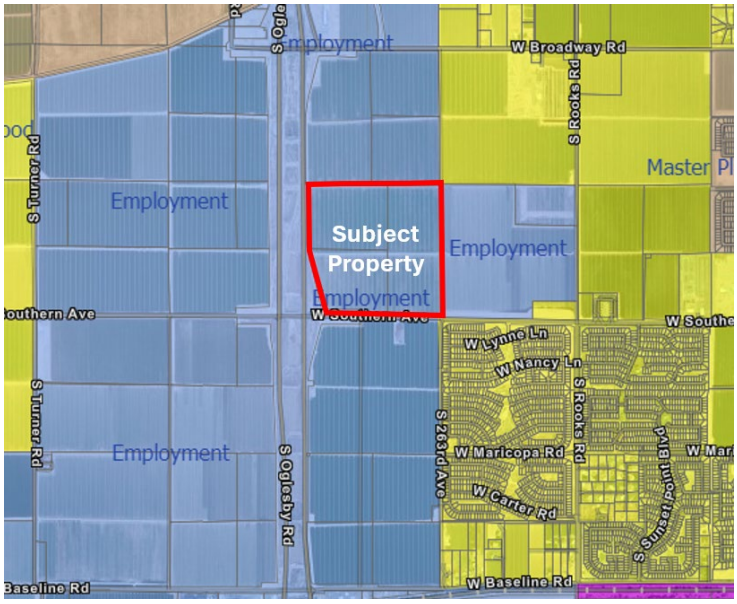
12. The changes required additional staff review but did not change the zoning request from Planned Residential (PR) it Light Industrial (I-1) with a PAD Rezone.

ANALYSIS

Conformance with the General Plan:

13. The General Plan Land Use Map specifies the subject area in Employment. The proposed request to PAD Rezone has been determined to be consistent with the intent of the General Plan.

14. ***Exhibit 1:*** *General Plan Map*



15. The proposed Employment land use designation is intended to develop with uses that contribute to the local and regional economy. Uses within the Employment designation may include industrial, such as warehouses, manufacturing facilities, and business parks, with access provided to arterial roadways.

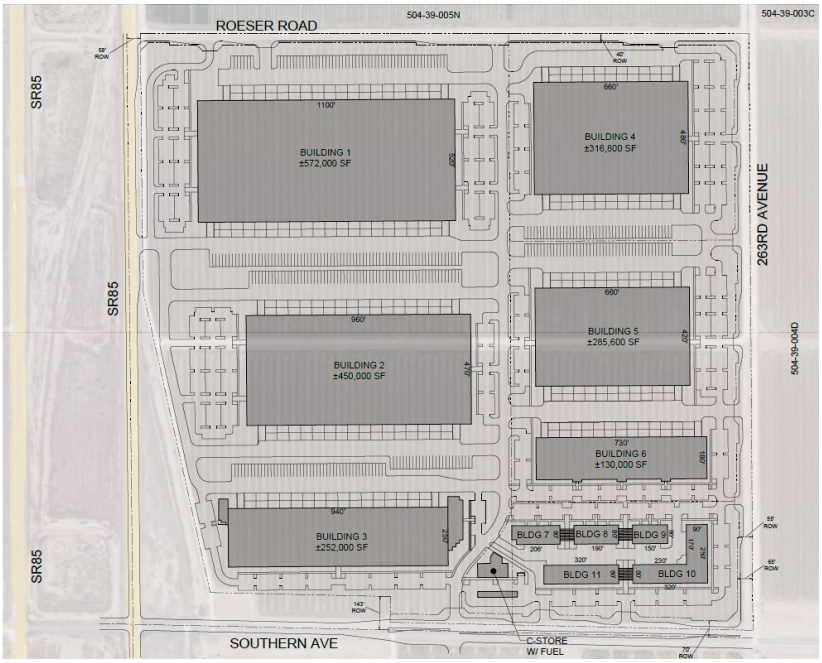
16. This PAD is specifically intended to accommodate uses involving: light manufacturing, assembling, warehousing, and wholesale activities. Office and related retail uses are also permitted within this district.

Zoning:

17. The property is currently zoned Planned Residential (PR) and will be zoned Light Industrial (I-1) with a PAD Rezone.

18. The proposed modifications to the underlying zoning through proposed application of the PAD Rezone is to modify primarily:
    a. Signage dimensional requirements. This has been requested because of the adjacency to SR-85.
    b. Change parking requirements for industrial based on a sliding scale.
    c. Allow Commercial uses along the Southern Avenue. Creating a potential mix of uses on the subject property. Exhibits 6A-D in the attached PAD show conceptual layouts and uses for the subject property. Exhibit 6C shows a conceptual commercial frontage with the balance of the property shown as light industrial.

19. ***Exhibit 2:*** *AZ85 Industrial Park Rezone-Commercial Mixed-Use Example*



20. ***Exhibit 3***: *AZ85 PAD Development Standards*

AZ85 Industrial Standards	***Light Industrial I-1***	***AZ85 (I-1 PAD)***
Maximum Lot Coverage:	80%	80%
Maximum Buiding Height (1)	55'	55'
Minimum Building Setbacks		
Southern Ave - Front Yard / Street Side:	40'	40'
State Route 85 - Front Yard / Street Side	40'	40'
263rd Ave - Front Yard / Street Side (2)	20' / 75'	20' / 75'
Roeser Rd - Front Yard / Street Side	20'	20'
Local Industrial (interior)	20'	20'
Interior Side Yard	20'	20'
Interior Rear Yard	20'	20'
Private Streets (from Access Esm't)	20'	20'
Minimum Landscape Setbacks		
Southern Ave - Front Yard / Street Side:	20'	20'
State Route 85 - Front Yard / Street Side	20'	20'
263rd Ave - Front Yard / Street Side	10'	10'
Roeser Rd - Front Yard / Street Side	10'	10'
Local Industrial	10'	10'
Interior Side Yard	10'	10'
Rear Yard	10'	10'
Private Streets (from Access Esm't)	NA	**10'**
Parking *(3)*	*Parking Req'd*	*Parking Provided*
Warehousing & Storage	1/1,250sf	**1/1,000sf - up 10,000sf**
		1/5,000sf - over 10,000sf
Office	1/300sf	1/300
Commercial / Retail	1/300sf	1/300
Project Signs *(4)*	*Height / Copy Area*	*Height / Copy Area*
Primary Project Identification - Multi-Tenant	20' / 48sf	20' / **80sf**
Secondary Project Identification	N/A	**16' / 72sf**
Monument Signs	N/A	**8' / 32sf**

RECOMMENDATION

21. Staff recommends that City Council conduct a public hearing and adopt Ordinance No. 22-24, approving a Rezone for the AZ 85 Industrial Park (Case PLZZ-22-00013) subject to Conditions (a) through (x), for the following reasons:

- The rezoning conforms to the property's proposed General Plan designation of Employment .
- The rezoning conforms to all 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 to the project narrative report entitled "AZ 85 an Industrial Park" consisting of 31 pages, dated July 24, 2024, except as modified by the following conditions.
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 result of the Rezoning approval
c) The conceptual site plan identified in the narrative is for illustrative purposes only and does not constitute an approved site plan. Any site plan will require a separate submittal, review, and approval and shall conform to all City of Buckeye codes and regulations at the time of submittal.
d) Unless otherwise set forth in the Development Agreement or such other agreement between any Property Owner / Developer and the City, all existing overhead power lines less than 69 kV capacity, or any other existing overhead non-power utilities (e.g. telephone, cable) within the project area or along its boundaries, shall be installed underground.
e) All existing irrigation facilities located on the site shall be abandoned, relocated, or installed underground, excluding any temporary irrigation for portions of the property prior to development as long as such facilities are not located within a developed portion of the property. 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 feet) shall be placed outside of the right-of-way and the public utilities easement.
f) 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 unless otherwise modified through a separate agreement approved by the City.
g) Plans submitted for any phase of development shall take into consideration impacts on undeveloped portions of the Property and shall be designed with public utilities sized for future phases, so that parallel or redundant public utilities are not required in the future.
h) Prior to Final Plat recordation, all final civil construction plans and reports including landscaping, irrigation and all lighting improvement plans, shall be reviewed and approved by the City of Buckeye.
i) Prior to Final Plat recordation, the City of Buckeye shall approve all engineering and construction plans and reports for the required infrastructure for the project.
j) The Property Owner/Developer shall obtain approval from the applicable utility interests for easement location and width, as required for utility purposes.

k) To the extent the Property will be served by the City with such public services and unless otherwise set forth in the Development Agreement or such other agreement between any Property Owner / Developer and the City, the Property Owner/Developer is responsible for providing, at their sole cost and expense, all public infrastructure necessary to serve the project including, without limitation, water and wastewater service in accordance with Ordinance No. 86-06. This includes water supply, infrastructure, and capacity for the production, treatment and delivery of water to the project and the collection, treatment and disposal, including recharge and/or reuse, of wastewater generated at the project. Nothing in this stipulation is intended to prevent the Property Owner/Developer from providing the water and sewer self service solutions as described in the PAD, if and as allowed by law and in locations reasonably acceptable to the City.

l) The Property Owner/Developer is responsible for providing water at the project for construction purposes including obtaining the necessary water rights for the water supply to be used for construction purposes. To the extent reasonably available, Property Owner/Developer will utilize non-potable water for construction before using City potable water.

Drainage

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 unless easements or agreements are in place with the affected downstream property owner allowing the alteration of the historical condition.

Streets

n) 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 each section of land this project is located within. 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. When calculating the costs, the above number of assumed signals for each section of land shall be adjusted to only include those signals where it is known or where it can reasonably be assumed a signal will be required. The cost shall be based on an anticipated signal cost as determined by the City Engineer.

o) Unless otherwise set forth in the Development Agreement or such other agreement between any Property Owner / Developer and the City, the Property Owner/Developer shall be responsible for the dedication and construction of all adjacent half-street right-of-way and improvements, at no cost to the City based on City of Buckeye standards.

p) The Property Owner/Developer shall submit a Map of Dedication 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 only be requested by the City to be dedicated to permit the construction of needed City infrastructure. The submittal of a Map of Dedication for the purpose of dedicating rights of way or granting easements will not trigger a requirement to submit construction documents for roadway or other improvements.
q) All streets (local, collector, and arterial), public sidewalks, public parks, and other public 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.
r) All street names shall be subject to final approval by the City of Buckeye and shall conform to the City of Phoenix grid alignment.
s) 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.
t) Arterial, and parkway streets shall have a raised, landscaped median except at intersections where left-turn lanes are provided.
u) Any traffic signals that are required due to site generated traffic shall be installed by the Property Owner/Developer when warranted. For such traffic signals where the project makes a sectional signal fee contribution as noted above, the applicable developer shall be eligible for a credit of the contributed amount towards that signal (and any payment by the Property Owner / Developer or others as allowed by the City Code).

Water/Wastewater

v) If the property will be a "subdivision" as defined in A.R.S. § 32-2101 that is subject to the assured water supply requirement, then 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 ADWR rules and regulations. If the City has been designated as having an assured water supply (DAWS) prior to Final Plat approval, and if ADWR has not yet issued a Certificate or Certificate of Assured Water Supply for the subdivision, then a Certificate of Assured Water Supply will not be required by the City.
w) The subject property will require the dedication of two (2) well sites. Determination for the location of the sites will be identified through the site plan or platting process.
x) Any City-owned recharge facilities shall be located and constructed in a manner that the potable wells for the project can be permitted as recovery wells.

ATTACHMENTS

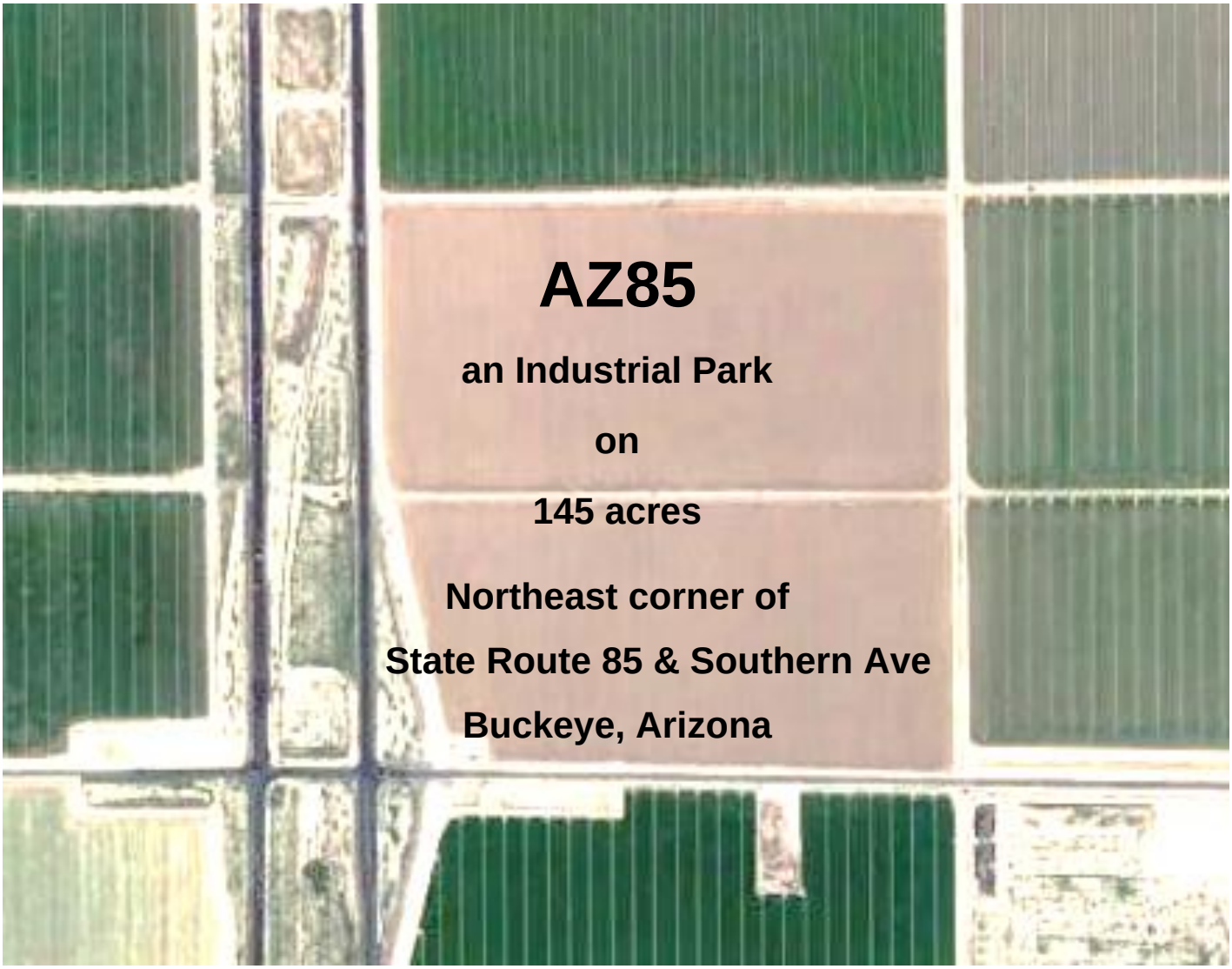
- Vicinity Map
- Narrative & exhibits

Prepared by:
Sean Banda, Senior Planner

Reviewed By:
Ken Galica, Planning Manager

4R PLZZ-22-00013 RECEIVED JUL 24 2024 WD

PLANNED AREA DEVELOPMENT APPLICATION



1st Submittal: September 26, 2022

2nd Submittal: March 1, 2023

3rd Submittal: May 6, 2024

4th Submittal: July 24, 2024

Prepared For: Cardinal Capital Co & AL-BO Ltd Partnership

Prepared By: GPLA

Table of Contents

1. Project Team 1
2. Project Introduction 2
3. Existing Land Use 3
4. Surrounding Land Uses 3
5. General Plan Designation 3
6. Existing & Proposed Zoning 4
7. Permitted Uses 4
8. Project Description 5
9. Development Standards 7
   - 9.1 Industrial Development 7
   - 9.2 Requested Industrial Deviations 8
   - 9.3 Commercial Development 9
10. Architectural Design Guidelines 10
11. Comprehensive Sign Plan 11
12. Infrastructure / Utilities 12
13. Project Landscape 14

Table of Exhibits

1. Vicinity Map
2. Legal Description
3. Legal Description - Plan Exhibit
4. ALTA Survey
5. Context Map – Existing & Surrounding Land Uses
6. Concept Site Plans
   - 6-A Cardinal Capital Co
   - 6-B AL-BO Ltd Partnership
   - 6-C Cardinal Capital Co & AL-BO Ltd Partnership – Combined Master Plan
   - 6-D Ryan Company Concept Plan – Combined Properties.
7. Architectural Elevation Samples
8. Zoning Map

1. Project Team

Project Name:	AZ85
Property Owner #1:	Cardinal Capital Company, LLC
	Dr. Barbara Kostick
	PO Box 16166, Phoenix, AZ 85020
	DrBarb@Kostickfam.com
Parcel Nos.:	504-39-001J, 504-39-002E, 504-39-002K, & 504-39-002G
Property Owner #2:	AL-BO Limited Partnership
	Mr. Mike Dudding
	PO Box 494, South Sioux City, NE 68776
	(806)-236-3114 / mjdudding19@gmail.com
Parcel Nos.:	504-39-001F & 504-39-002D
Owner's Representative:	George Quinif – Peak Group
	5080 N. 40th St. # 205
	Phoenix, AZ 85018
	602-952-0123 / quinif@peakaz.com
Project Location:	Northeast Corner State Route 85 & Southern Ave
Project Area:	143.9 Gross Acres / 137.1 Net Acres
Development Team:	Land Planner / Landscape Architect
	Jack Gilmore, LA / Tom Briggs
	Gilmore Planning & Landscape Architecture
	2211 N. Seventh Street, Phoenix, AZ 85006
	(602) 266-5622 / jgilmore@getgilmore.com
	Civil Engineer
	Hunter Engineering
	Jeff Hunter, PE
	10450 N.74th Street, Ste 200, Scottsdale, AZ 85258
	(480) 991-3985 / jhunter@hunterengineeringpc.com
	Traffic Engineer
	Paul Guzek
	Lee Engineering
	3610 N. 44th Street, Ste 100, Phoenix, AZ 85018
	(602) 955-7206 / pguzek@lee-eng.com

2. Project Introduction

On behalf of Cardinal Capital Company (Property Owner 1) and AL BO Limited Partnership (Property Owner 2), Gilmore Planning & Landscape Architecture (Applicant) respectfully submits for consideration this application to rezone approximately 143.9 gross acres (137.1 net acres) from Planned Residential (PR) to Light Industrial (I-1) with a Planned Area Development (PAD) overlay. These properties are situated at the northeast corner of State Route 85 (SR85) and Southern Ave. Please refer to the attached ***Exhibit 1*** - *Vicinity Map* for the location of the 143 acres. The ownership of these properties is as follows:

1. Cardinal Capital Company, property owner of parcels 504-39-001J, 504-39-001K, 504-39-002E, and 504-39-002G, totaling 83.9 acres (herein referred to as "Cardinal Capital Property".
2. AL-BO Limited Partnership, property owner of parcels 504-39-001F and 504-39-002D, totaling 60.0 acres (herein referred to as "AL-BO Property".

The Cardinal Capital Property was included in a previous PAC meeting that occurred on December 16, 2021, for their 84 acres – PLZM-21-00329. Ryan Companies processed a subsequent PAC meeting request that occurred on January 27, 2022 for the combined Cardinal Capital and AL-BO properties – PLZM21-00344. Please also refer to ***Exhibit 2*** – *Legal Description*, ***Exhibit 3*** – *Legal Plan Exhibit*, and ***Exhibit 4*** – *ALTA Survey* for additional site information regarding the combined Cardinal Capital and AL-BO properties (herein referred together as the "AZ85 Property").

AZ85 is intended to attract a mixture of light industrial, logistics, warehouse/distribution, manufacturing, wholesale, research and development, and multi-tenant uses with high-quality architecture and site improvements. Due to its proximity to State Route 85 and the Southern Ave frontage, the PAD will expand the permitted uses to allow commercial uses along the Southern Ave frontage of the AZ85 Property.

While this application is intended to establish the I-1 with a PAD overlay on the entire property, both Cardinal Capital and AL-BO acknowledge that development interests may dictate that these parcels develop separately. Although utility services may influence the schedule and pattern of development for the combined or separate development of the Cardinal Capital Property and the AL-BO Property, the I-1 PAD zoning and conditions for approval will be common to both properties. It is also likely that market interests may result in a combined, single-phased master plan for the entire AZ85 Property. Future applications for Site Plan Approval will establish the development pattern and phased improvements for streets and utilities. These future combined or separate applications will include updates to the traffic impact studies, and water and sewer reports, as necessary.

3. Existing Land Use

The AZ85 Property is currently in agricultural production. These agricultural fields that have been mass graded to facilitate flood irrigation. Natural grade on-site and within the surrounding area falls to the south at less than 1%.

Please refer to the attached ***Exhibit 5*** - *Context Map - Existing Zoning & Surrounding Land Use Plan* that illustrates existing land uses and surrounding zoning.

4. Surrounding Land Uses

North: The north boundary aligns with the mid-section between Southern Ave and Broadway Rd, corresponding to the Roeser Rd alignment. The entire area north and northeast of the AZ85 Property is currently in agricultural production. This area is zoned Planned Residential - PR. The recently approved Major General Plan Amendment revised the land use designation from Neighborhood to Employment.

East: The east boundary aligns with the mid-section boundary, which is the 263 Ave alignment. The adjacent area immediately east is in agricultural production and was rezoned to I-1 in December 2022.

South: The south side fronts on Southern Ave, which is planned to become a major arterial. South of Southern Ave is additional property currently in agricultural production and zoned Light Industrial - I-1.

West: The west side is delineated by the one-way northbound lanes of State Route 85. The Arizona Department of Transportation (ADOT) controls all access and improvements to this highway. Any requested access will require a Traffic Impact Analysis (TIA).

5. General Plan Designation

The Buckeye City Council approved a Major General Plan Amendment (Major GPA) on June 7, 2022, which changed the land use designation on this subject property from Neighborhood to Employment. This application for Light Industrial with a PAD overlay is in compliance with the Imagine Buckeye 2040 General Plan and includes a provision for “Transitional Employment”. The Employment designation is intended to support uses that contribute to the local economy, which may include industrial warehousing and distribution, manufacturing facilities, and business parks. The Transitional Employment designation requires a higher level of architectural enhancements due to the site’s proximity to SR85. These enhancements will be incorporated into the Site Plan Approval applications for each phase of site development depending on if the properties are developed together or separately.

6. Existing & Proposed Zoning

The existing zoning is Planned Residential (PR), an obsolete district that permits a variety of residential product types. The proposed zoning is Light Industrial (I-1) with a PAD overlay (I-1 PAD). In consideration of the Major GPA and the Transitional Employment designation, the approval of this rezoning will require enhanced architectural improvements and site planning criteria. This includes enhanced screening of truck loading areas along public streets, building elevations that provide various massing presentations and parapet heights, and enhanced office entries at the building corners and midpoints. Although this application does not include a Site Plan Review component, it is understood that future Site Plan Approval Applications will formalize these architectural enhancements and site improvements in conformance with the development standards included within this PAD overlay, Buckeye's Industrial and Commercial Development Standards, and the Council's stipulations for approval.

7. Permitted Uses

This PAD overlay and its permitted uses are intended to accommodate uses involving, light manufacturing, assembling, warehousing, e-commerce, and wholesale activities. Associated office and related retail uses are also permitted within this district. The manufacturing or assembly of finished products is also allowed, as long as the primary use of the property is not the basic processing and compounding of raw materials. In addition to the uses already allowed in Light Industrial (I-1) zoning district, this PAD requests additional commercial uses, as described herein, along the Southern Ave frontage of the AZ85 Property. Specifically, the PAD overlay will allow Community Commercial (C-2) uses with modifications to the development standards as outlined in Section 9.3 below. Generally, permitted uses may include:

7.1 Office for Professional, Administrative, Clerical, Financial, and Medical Services.

7.2 Research and Development Laboratories and Medical Research Facilities.

7.3 General Retail and Business Support Services.

7.4 Wholesale Sales and Distribution of Finished Goods.

7.5 Veterinary Clinic (All Indoor).

7.6 Restaurants, with and without drive-thru.

7.7 Hotel/Motel.

7.8 Indoor Recreation.

8. Project Description

The primary intent of this rezoning application is to permit the development of Light Industrial (I-1) uses that include a variety of industrial uses: manufacturing, e-commerce, warehousing, and office uses. The PAD overlay is intended to also allow limited commercial uses along the Southern Ave frontage. Development standards that ensure appropriate flexibility for such employment-based developments are defined in items 9.1 and 9.3 below and will be further evaluated as part of future individual or combined site plan approval applications for the Cardinal Capital Property or the AL-BO Property. The plans, exhibits, and images presented herein are conceptual only and intend to convey the type, intensity, and quality of future development. While specific users have not been identified at this time, the AZ85 Property is expected to develop quickly in response to current demand for employment-oriented uses along the SR 85 corridor.

While this rezoning application includes a combined 143.9 gross acres (137.1 net acres), there is the potential for the Cardinal Capital Property and the AL-BO Property to develop separately. The *Concept Site Plan* included as ***Exhibit 7***, incorporates a potential phase boundary that could allow the Cardinal Capital Property and the AL-BO Property to develop as one or two projects. The necessity for shared access and utilities will be negotiated and resolved as part of the initial application for site plan approval and processing a subdivision plat.

Individual or combined site plan review approval will follow at a later date when there is a final commitment for water and sewer services and user interest to determine what type of development is most feasible at that time. Future individual or combined applications by Cardinal Capital or AL-BO will include updating traffic studies, as necessary, to reflect the projected increase and distribution of industrial traffic. Water and sewer reports will also be updated, as necessary, to monitor the demand and capacity for these utility services.

Future applications for Site Plan Review and Approval will include a site plan, building design with architectural character, landscaping, signage, grading and drainage, and solutions for utility services, as defined in future Pre-App Meetings.

With the City of Buckeye's approval of this I-1 PAD application, both Cardinal Capital and AL-BO intend to market the AZ85 Property to potential users seeking exposure along the State Route 85 corridor. Concept Site Plan #1 is the basis for the preparation of the Traffic Impact Analysis (TIA) required by ADOT to gain approval for proposed access points along the northbound SR85 frontage and Southern Ave. Lee Engineering has prepared the TIA, which has been submitted with this application. Assuming ADOT supports right-in and right-out turning intersections off SR85 near the one-quarter mile interval north of Southern Ave and at the mid-section, Roeser Rd alignment, these access drives/streets will facilitate the site planning for the north-south orientation of these large structures and present a more attractive architectural facade towards the SR85 frontage. Truck docks can be effectively screened with 8-foot walls and tree massing. This building orientation and enhanced buffering can address

the design intent for the Transitional Employment designation by limiting the placement of truck docks facing SR85 and Southern Ave. As potential users establish their interest, there will be subsequent applications for individual or combined site plan review approvals, updated TIAs as necessary, and subdivision plat approvals, as necessary.

The general development standards will reflect the site planning criteria as referenced in the Light Industrial (I-1) zoning district of the Buckeye Zoning Ordinance, specifically Chapter 7, Article 2, Section 6.2, with allowed land uses as prescribed in Table 3.1.1, and site development standards as modified with this I-1 PAD application.

9. Development Standards

9.1 Industrial Development Standards

The development standards for industrial uses within AZ85 as outlined in the table below, have been developed to provide conditions more conducive to contemporary trends in warehousing and manufacturing technology. The permitted building heights, setbacks, and parking requirements are designed to encourage the development of highly attractive, state-of-the-art industrial warehouse facilities along this portion of the SR-85 corridor.

AZ85 Industrial Standards	***Light Industrial I-1***	***AZ85 (I-1 PAD)***
Maximum Lot Coverage:	80%	80%
Maximum Buiding Height (1)	55'	55'
Minimum Building Setbacks		
Southern Ave - Front Yard / Street Side:	40'	40'
State Route 85 - Front Yard / Street Side	40'	40'
263rd Ave - Front Yard / Street Side (2)	20' / 75'	20' / 75'
Roeser Rd - Front Yard / Street Side	20'	20'
Local Industrial (interior)	20'	20'
Interior Side Yard	20'	20'
Interior Rear Yard	20'	20'
Private Streets (from Access Esm't)	20'	20'
Minimum Landscape Setbacks		
Southern Ave - Front Yard / Street Side:	20'	20'
State Route 85 - Front Yard / Street Side	20'	20'
263rd Ave - Front Yard / Street Side	10'	10'
Roeser Rd - Front Yard / Street Side	10'	10'
Local Industrial	10'	10'
Interior Side Yard	10'	10'
Rear Yard	10'	10'
Private Streets (from Access Esm't)	NA	**10'**
Parking *(3)*	*Parking Req'd*	*Parking Provided*
Warehousing & Storage	1/1,250sf	**1/1,000sf - up 10,000sf**
		1/5,000sf - over 10,000sf
Office	1/300sf	1/300
Commercial / Retail	1/300sf	1/300
Project Signs *(4)*	*Height / Copy Area*	*Height / Copy Area*
Primary Project Identification - Multi-Tenant	20' / 48sf	20' / **80sf**
Secondary Project Identification	N/A	**16' / 72sf**
Monument Signs	N/A	**8' / 32sf**

9.2 Requested Industrial Deviations and Justifications

a. *Parking* – Final parking requirements will be determined with the future applications for Site Plan Approval, that may be influenced by the specific tenant. A 'final parking analysis' will be included in the updated TIA approved by the City. The TIA will be approved prior to the issuance of a final Certificate of Occupancy. Cardinal Capital and AL-BO consider their primary competition to be other available sites in the City of Goodyear along the Loop 303 Corridor. To remain competitive, the Owners are requesting that the parking ratio for the AZ85 Property reflect the City of Goodyear's parking ratio, which is: 1 space per 1,000 sq ft for the first 10,000 sq ft, then reducing to 1 space per 5,000 sq ft for the remaining floor area. This request also proposes that the total parking count may be reduced for a known user if the user's operations can demonstrate to the Zoning Administrator's satisfaction that fewer parking spaces are needed due to the nature of the operations (e.g., a highly automated facility requiring minimal employees. While a known user may not be required to build the minimum number of parking spaces, the Cardinal Capital and AL-BO properties shall be developed to allow for additional parking spaces in the future to meet minimum requirements if there is a change in the user. The combined or sperate application for site plan approval will reflect the proposed parking based on the user's internal business operations, as well as the ability to satisfy the ultimate parking demand should there be a change in use or operations.

b. *Parking for Alternative Energy Vehicles, Compact Cars, and Carpools* – For individual industrial projects with 20 or more required spaces, five percent (5%) of the required total shall be reserved for hybrid, alternative energy vehicles, compact cars, and carpool vehicles up to a maximum of 15 spaces.

c. *Signage* – Signage is a critical tool for the successful development of most businesses, including industrial warehouse uses. Due to the height and massing of buildings for newer light industrial developments, signage heights need to be flexible to meet specific tenant needs. The City of Buckeye's municipal code allows for freestanding industrial sign heights up to 20 feet with 48 square feet of copy area. However, these freestanding signs may need to include multi-tenant identification and may require more copy area. This PAD requests that for 'Primary' ID Signs, the copy area be increased from 48 to 80 square feet per side for a double-sided sign, and to 60 square feet for 'Secondary Project ID Signs'. A Comprehensive Sign Plan (CSP) will be prepared to include guidelines for height, allowable copy area, color, materials, location of wall signage, illumination, and configuration of logo and copy presentations.

9.3 Commercial Development Standards

The development standards for the commercial uses oriented towards Southern Ave within the AZ85 PAD overlay, as outlined in the table below, have been developed to provide complementary conditions with the adjacent industrial uses and for the streetscape along the Southern Ave frontage. These proposed setbacks typically exceed the minimum standards for commercial uses in the Community Commercial C-2 district.

Southern Ave - Commercial Standards	***Commercial C-2***	***AZ85 (I-1 PAD)***
Maximum Lot Coverage:	60%	60%
Maximum Buiding Height	50'	50'
Minimum Building Setbacks		
Southern Ave - Front Yard / Street Side:	0'	**20'**
State Route 85 - Front Yard / Street Side	0'	**20'**
263rd Ave - Front Yard / Street Side	10'	**15'**
Local Industrial (interior)	0'	**10'**
Interior Side Yard	10'	10'
Interior Rear Yard	0'	**10'**
Private Streets (from Access Esm't)	0'	**10'**
Minimum Landscape Setbacks		
Southern Ave - Front Yard / Street Side:	0'	**20'**
State Route 85 - Front Yard / Street Side	0'	**20'**
263rd Ave - Front Yard / Street Side	10'	**15'**
Local Industrial (interior)	0'	**10'**
Interior Side Yard	10'	10'
Interior Rear Yard	0'	**10'**
Private Streets (from Access Esm't)	0'	**10'**
Parking	*Parking Req'd*	*Parking Provided*
Office	1/300sf	1/300
Commercial / Retail	1/300sf	1/300

10. Architectural Design Guidelines

The developer will strive to achieve a thematic character that will be woven into the fabric of the combined or separate developments of the Cardinal Capital Property and the AL-BO Property. The use of common streetscape elements, plant material selection, site furniture, screen walls, and signage will help to establish very visible common design elements while leaving some flexibility for individual tenants' architectural expression or requirements.

Industrial Uses

For the predominant industrial uses, careful aesthetic considerations for large building masses will inform prospective project design teams for each building/phase to seek some consistency in architectural character. Maintaining flexibility in the design of elements is essential to allow for the unique identity of the structure and individual tenants who may choose to incorporate accent features that reflect their distinctive products or services. Large scale industrial processes often require specialized building designs to accommodate long-run assembly, manufacturing, research, and other industrial methods. The standards and guidelines of the Development Code, specifically Article 5; Sections 5.8.2.B, 5.8.3.B, 5.8.3.D, and 5.8.3.E.2.a, shall focus on building corners and facades oriented to public view. Extended truck courts shall be screened with minimum 8-foot screen walls that architecturally relate to the structure. An enhanced landscape utilizing native trees spaced to form a vertical hedge averaging 15-25 feet in height can effectively screen public views to these service courts. For specialized cold storage industrial uses, section 5.8.3.F adds architectural insulated metal panels as an allowed exterior building wall material.

Scale is an important consideration in the overall design, maintaining a relationship with the area's landforms and unique characteristics. Elements should be easily identifiable from vehicles along State Route 85, W Southern Avenue, 263rd Ave, and W Roeser Road, while being set back and buffered so that the scale of the buildings does not dominate the area's views. The level of architectural fenestration and detail will increase adjacent to building entries and corners, and where pedestrian-scaled elements should be included to emphasize human scale. Where appropriate, building parapets will be extended above the roof line to provide line-of-sight screening of rooftop equipment from view adjacent to public rights-of-way. Metal rooftop screens may also be used for this purpose. Roof drains will be external downspouts, using architectural features to integrate them into the elevation design.

Color and pattern will be used to de-emphasize building mass and develop visual interest, creating an overall pleasing aesthetic on all sides of the building. The color palette may include warm to cool neutral colors that complement the surrounding desert hues. Unique features may include limited color accents to provide additional visual interest, while also addressing corporate image. The primary building material may be painted, articulated concrete, tilt-up wall panels, and may feature accent materials that provide additional texture or color where enhancements are appropriate for corporate identity. Storefront glazing will be

incorporated at anticipated office areas to provide daylight to workspaces. Canopies will help the architecture respond to the climate by providing shade, shadow, and accents to the building.

Commercial Uses

For the proposed commercial uses developed along the Southern Ave frontage, the design character may incorporate some of the common building material and colors used for the industrial theme. It is also possible that commercial users will typically present a corporate design that may vary from the industrial uses. The focus of the enhancements is on the more visible corners of these structures where offices and entrances are located. Additional fenestration, projections, shade canopies, colors, and texture variations will draw attention, direction for employees and guests. Specific details regarding architecture, materials, colors, site improvements, etc., will be part of future Site Plan Approval applications.

The buildings may reflect the characteristics of specific tenants or may be generic in nature, but with enhancements that ensure that the AZ85 Property and buildings appeal to a broader range of potential tenants and appreciation by Buckeye residents. Project consistency between the industrial and commercial uses can be reinforced with common streetscape elements, plant material selection, site furniture, screen walls, and signage. While the Site Plan Approval process can ensure consistent compliance with the intent of the I-1 PAD zoning, it is also understood that the Buckeye Planning Director, or designee, may also provide resolutions to the interpretation of the architectural character should questions arise regarding the interpretation of the PAD Design Guidelines.

11. Comprehensive Sign Plan

The first phase of development will include functional and attractive signage that complements the architecture of the combined or separate developments of AZ85. This PAD overlay application outlines the general criteria for the location, types, and maximum height of project identification signage for the AZ85 Property. Primary project identification signage may be freestanding and incorporated into monument features located at arterial corners and/or at the main entrance off the Southern Ave frontage. These signs may be 20 feet in height, double-sided, and include a tenant list. Secondary project identification signage will be smaller in scale and may be installed at the corner of 263rd Ave and Roeser Road and at other appropriate locations if the properties are developed separately. Individual monument signs may be placed along the perimeter of the project, limited to two per frontage, and may also serve as directional signs. All signs will utilize the established color and material palettes that complement the buildings within the developments.

A Comprehensive Sign Plan (CSP) will be provided with the first application the combined or separate Site Plan Review applications to obtain City of Buckeye approval for all signs, as necessary. The CSP will provide guidelines for location, height, allowable copy area, color,

materials, location of wall signage, illumination, and configuration of logo and copy presentations. The sign locations referenced on the concept site plans are for initial consideration only, the final determination of sign locations will be identified in the CSP submission in accordance with the provisions of Chapter 7, Section 5-11 – Signs of the Buckeye Development Code.

12. Infrastructure / Utilities

12.1 Access / Circulation

Primary access may be from Southern Ave, a major arterial, as well as the northbound lane of SR85, and both 263rd Ave and Roeser Road, which are major collectors. Future Site Plan Approval applications with updated TIA's and phasing will determine the locations to access the property. ADOT has a controlled access easement that extends approximately 1,100 feet east from the northbound lane of SR85 along the Southern Ave frontage. The north half of this ADOT right-of-way (ROW) is approximately 140 feet in width. The Project Team assumes that the first project access off Southern Ave could be installed at or near the quarter-mile interval which will have a full turning median break that aligns with a proposed drive on the south side. The concept site plan for the Cardinal Capital property indicates two proposed access drives off the northbound SR85, both of which must be right-in and right-out. The TIA prepared for this application has incorporated these drives and will be shared presented to ADOT as part of the TIA review. These drives are located near the one-quarter mile interval north of Southern Ave and at the Roeser Rd alignment. The east side of the AZ85 Property is situated along the mid-section boundary at the 263rd Ave alignment. The Project Team assumes that 263rd Ave will be designated as a major collector with a west half ROW of 55 feet. and full turning movement off Southern Ave.

12.2 Street Improvements

Southern Ave is a Major Arterial requiring a 140-foot right-of-way that will include six (6) lanes of traffic, a raised median, and six foot (6') detached sidewalks. Although access is limited, future traffic studies will establish appropriate street and/or driveway intervals in accordance with City of Buckeye standards depending on the combined or sperate development of the Cardinal Capital Property and the AL-BO Property. A bus stop may be required on Southern Ave west of the 263rd Ave alignment. Details for the layout, shelter, seating, and related pedestrian improvements will be addressed with the application for Site Plan Approval for the phased portion of the property that includes this intersection.

The formation of a Streetlight Improvement District (SLID) may be required as part of the off-site scope of improvements for Southern Ave depending on the combined or sperate development of the Cardinal Capital Property and the AL-BO Property. The scope and boundary of this SLID and Cardinal Capital and the AL-BO's participation will be determined with the applications for combined or sperate site plan approval and final plats.

263rd Ave and Roeser Road are both mid-section collector roadways. Future traffic studies will confirm the full right-of-way requirements, cross-section criteria, and appropriate street and/or driveway intervals depending on the combined or sperate development of the Cardinal Capital Property and the AL-BO Property.

A Traffic Impact Statement has been prepared by Lee Engineering and submitted with this application that projects the potential future vehicular impacts of the AZ85 Property. As potential users establish their interest, their employee counts and trucking requirements may influence the final design for their access. combined or separate

12.3 Site Grading & Drainage:

The site is relatively flat, with the existing grade falling from north to south. The project is within Zone 'X' and outside any designated floodplain boundary. However, it will be responsible for managing stormwater flows from a 100-year 2-hour event, as well as from the adjacent half street rights-of-way. Future coordination with the City of Buckeye's Engineering Staff will be necessary for site drainage and retention. Future applications for site plan approval will include a Preliminary Drainage Report and a Preliminary Grading and Drainage Plan, depending on the combined or separate development of the Cardinal Capital Property and the AL-BO Property.

12.4 Water Service

The Subject Property is within the City of Buckeye's service area, Farallon Water Campus. Development of the AZ85 Property will necessarily involve addressing the water facilities extension requirements to serve the combined or separate Cardinal Capital Property and the AL-BO Property. The PAC Meeting Notes PLZM-21-00344 indicate a requirement for two well sites to be coordinated with the City of Buckeye's Water Resources and Engineering Staff on water availability, quality, and connectivity. If developed separately, each parcel will be required to provide a well site (150'x150') towards their west side respectively. There is potential for a private system that would require a storage tank and pump system to address fire flow requirements. Future combined or separate applications for site plan approvals will include a Preliminary Water Report, as necessary. A Water Statement with initial water projections has been prepared by Hunter Engineering and included as a separate report with this application.

12.5 Sanitary Sewer Service

The AZ85 Property is within the City of Buckeye's Central WRF (CWRF) sewer service area. The sewer plan for this area is a gravity sewer to the future 18" sewer main to be located at Southern Ave and Rooks Road. From there, the effluent will flow south to Beloit Road then east to the City's CWRF. Future coordination will need to occur with the City of Buckeye's Water Resources and Engineering Staff on availability and connectivity. The first application for site plan approval will include an updated Sewer Report. A Sewer Statement with initial effluent projections has been prepared by Hunter Engineering and included as a separate report with this application.

13 Project Landscape

13.1 Landscape Theme

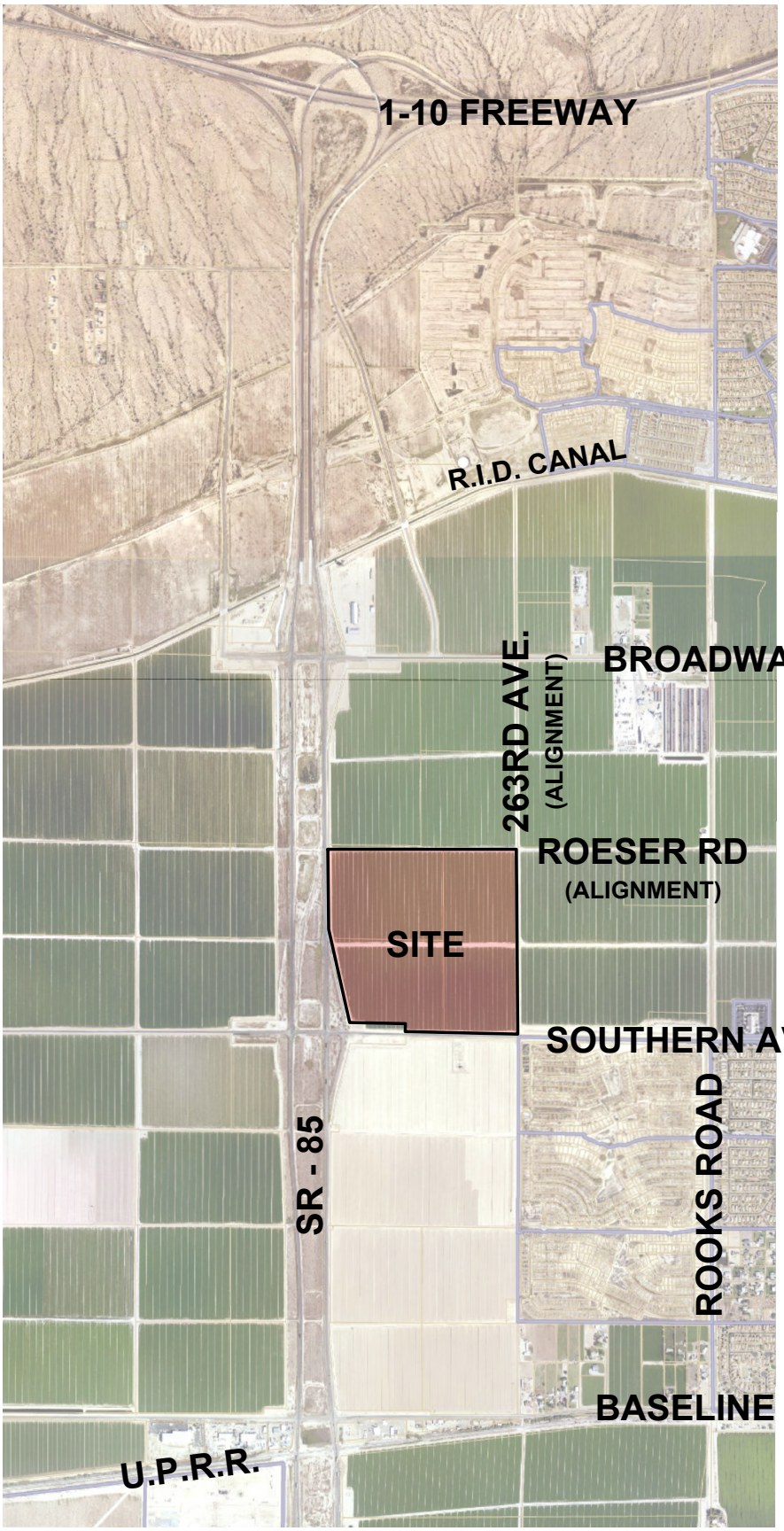
The selection of landscape material prescribed for trees, shrubs, groundcovers, and accents will be selected from the Arizona Department of Water Resources (ADWR) low water use plant list for the Phoenix Active Management Area (Phoenix AMA). There will be a common landscape theme for the combined or separate development of the Cardinal Capital Property and the AL-BO Property. The plant material selection will be consistent and may include enhancing the quantities of trees and shrub massing at strategic points to reinforce the common theme. The first application for Site Plan Approval, whether combined or separate for Cardinal Capital Property or the AL-BO Property will incorporate this common theme.

13.2 Landscape Area

The amount of landscaped area for the combined or separate development of the Cardinal Capital Property and the AL-BO Property shall equal or exceed an overall value of 10% of the total net developable area of the properties. This landscaped area shall include: landscape setbacks, parking lot landscaping, individual or shared retention basins, street frontage landscape, foundation planting areas, and all other areas of the properties not containing buildings, structures, or pavement. Due to the potential for a unique layout of industrial uses, the site perimeter landscaping shall count towards the Site Enhancement Landscaping required by Section 5.4.3.A of the Buckeye Development Code.

13.3 Landscape Design

The size and quantities of plant material for the combined or separate development of the Cardinal Capital Property and the AL-BO Property shall conform to the landscape standards in Section 5.4 of the Buckeye Development Code. Details of the landscape theme and layout with quantities and sizes of plant material will be resolved with first application for Site Plan Approval.



AZ85

EXHIBIT 1
AERIAL
VICINITY MAP

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND THE PROPERTY OF GILMORE PLANNING & LANDSCAPE ARCHITECTURE. THIS DRAWING MAY NOT BE REPRODUCED OR ANY REPRODUCTION HEREOF USED, WITHOUT THEIR WRITTEN PERMISSION. c COPYRIGHT 2024

BUCKEYE, AZ

PREPARED FOR: CARDINAL CAPITAL CO.

SCALE: NTS
DATE: 4.22.24
GPLA JOB# 22---

NORTH

GILMORE
PLANNING & LANDSCAPE ARCHIT
2211 N. 7th Street
Phoenix, Az 85006
T 602.
www.getgilm

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND COTTON SPINDLE MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 25 FROM WHICH AN ADOT BRASS CAP IN HANDHOLE MARKING THE SOUTHWEST CORNER OF SAID SECTION 25 BEARS NORTH 88°43'53" WEST A DISTANCE OF 2652.59 FEET;

THENCE NORTH 00°22'47" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 33.01 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 88°43'53" WEST, ALONG A LINE PARALLEL WITH AND 33.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 1552.02 FEET;

THENCE THE FOLLOWING FOUR COURSES ALONG THE ADOT SR85 RIGHT OF WAY:

THENCE NORTH 01°16'07" EAST, A DISTANCE OF 110.00 FEET;

THENCE NORTH 89°43'52" WEST, A DISTANCE OF 771.79 FEET;

THENCE NORTH 12°35'12" WEST, A DISTANCE OF 1319.15 FEET;

THENCE NORTH 00°35'57" WEST, A DISTANCE OF 1104.25 FEET;

THENCE DEPARTING SAID RIGHT OF WAY, SOUTH 89°59'57" EAST, A DISTANCE OF 2602.90 FEET;

THENCE SOUTH 00°22'47" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 2553.08 FEET TO THE POINT OF BEGINNING.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
29865
JAMES A.
BRUCCI
DATE SIGNED 06/15/22
ARIZONA U.S.A

PAGE 1 OF 2

TITLE: **XB01**

DATE: 06/15/22

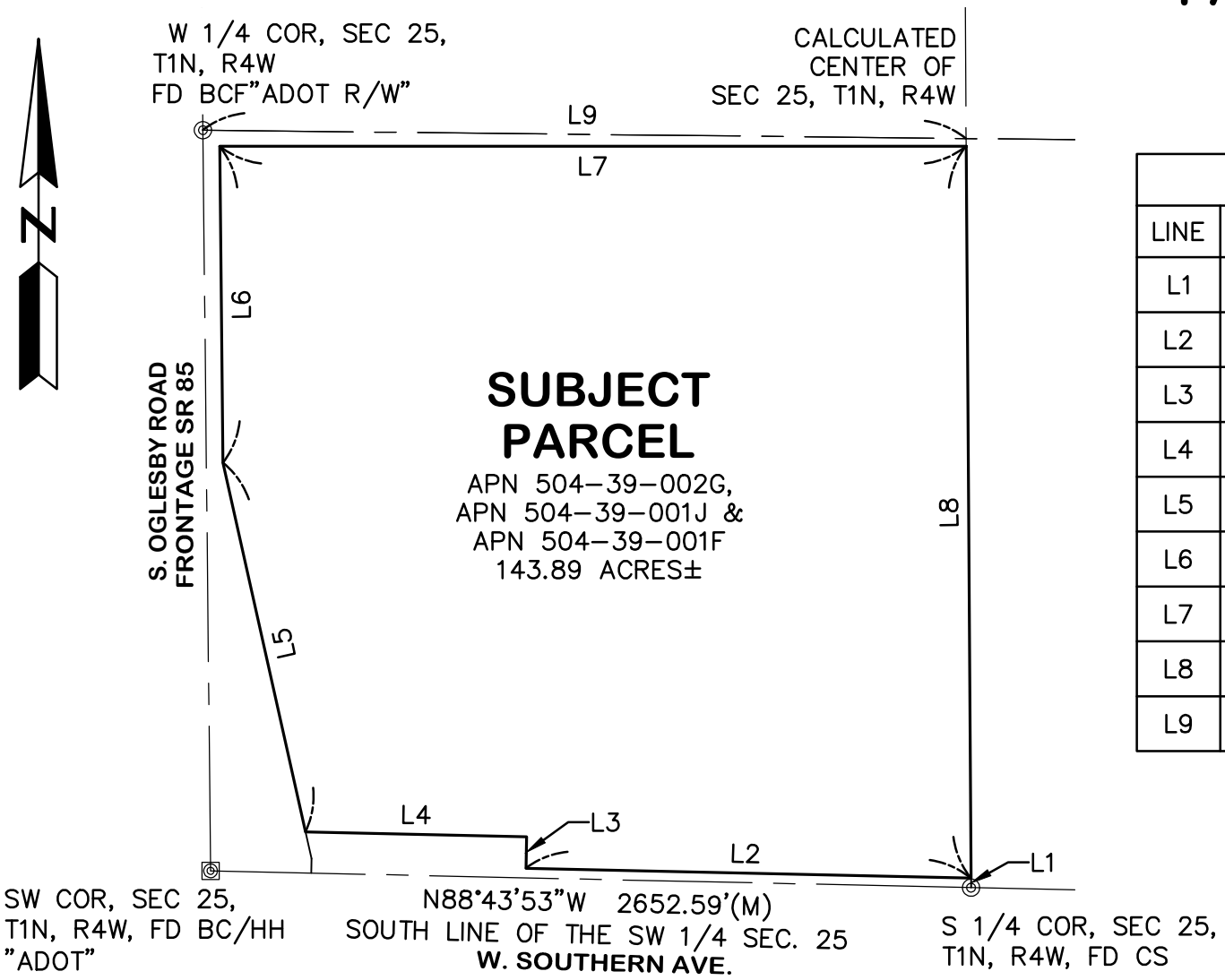
DESC:
PARCEL DESCRIPTION

HUNTER
ENGINEERING | CIVIL AND SURVEY

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

DWG.NO RYAN009–XB01

PARCEL EXHIBIT



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°22'47"W	33.01'
L2	N88°43'53"W	1552.02'
L3	N01°16'07"E	110.00'
L4	N88°43'52"W	771.79'
L5	N12°35'12"W	1319.15'
L6	N00°35'57"W	1104.25'
L7	S89°59'57"E	2602.90'
L8	S00°22'47"E	2553.08'
L9	S89°22'18"E	2661.47'

PAGE 2 OF 2

TITLE: **XB01**
SCALE: 1"=600'
DATE: 06/15/22
DESC: PARCEL EXHIBIT

HUNTER
ENGINEERING | CIVIL AND SURVEY
10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

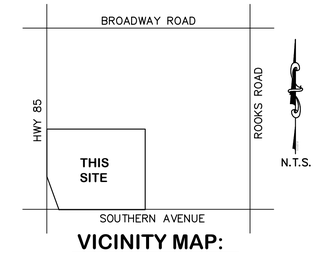
DWG.NO RYAN009-XB01

CS = COTTON SPINDLE

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
29865
JAMES A.
BRUCCI
DATE SIGNED 06/15/22
ARIZONA U.S.A

ALTA/NSPS LAND TITLE SURVEY

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 4 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.



VICINITY MAP:
SEC 25, T1S, R4W.

SCHEDULE "B" ITEMS: COMMITMENT NO.: NCS–1102356–1–MPLS–DEC 06, 2021

1. ANY CHARGE UPON SAID LAND BY REASON OF ITS INCLUSION IN ROOSEVELT IRRIGATION DISTRICT. (ALL ASSESSMENTS DUE AND PAYABLE ARE PAID.)
2. RESERVATIONS OR EXCEPTIONS IN PATENTS, OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF.
3. A PLAT RECORDED IN BOOK 3, PAGE 16 OF ROAD MAPS, PURPORTING TO SHOW A COUNTY ROADWAY.. (AS SHOWN ON THE SURVEY)
4. ALL MATTERS AS SET FORTH IN RECORD OF SURVEY, RECORDED AS BOOK 841 OF SURVEYS, PAGE 7. (AS SHOWN ON THE SURVEY)
5. THE RIGHT OF THE STATE OF ARIZONA TO PROHIBIT, LIMIT AND CONTROL ACCESS TO THE LIMITED ACCESS HIGHWAY AS SET FORTH IN INSTRUMENT RECORDED IN DOCKET 11546, PAGE 1320; DOCKET 11589, PAGE 736 AND 2007–0866656 OF OFFICIAL RECORDS (AS SHOWN ON SURVEY)
6. THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "RECIPROCAL EASEMENT AGREEMENT" RECORDED OCTOBER 30, 1996 AS 96–0769001 OF OFFICIAL RECORDS. (AS SHOWN ON THE SURVEY)
7. THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "RECIPROCAL EASEMENT AGREEMENT" RECORDED OCTOBER 29, 2003 AS 2003–1501976 OF OFFICIAL RECORDS. (AS SHOWN ON THE SURVEY, DUPLICATES ITEM 6)
8. THE RIGHT OF THE STATE OF ARIZONA TO PROHIBIT, LIMIT AND CONTROL ACCESS TO THE LIMITED ACCESS HIGHWAY AS SET FORTH IN INSTRUMENT RECORDED IN 2006–0697642 OF OFFICIAL RECORDS AND 2007–0091610 OF OFFICIAL RECORDS (AFFECTS THE PARCEL BUT NOT THE SURVEY)
9. ALL MATTERS AS SET FORTH IN RECORD OF SURVEY, RECORDED AS BOOK 1406 OF MAPS, PAGE 37. (AFFECTS THE PARCEL BUT NOT THE SURVEY)(NOTHING DEDICATED OR CONVEYED IN THIS DOCUMENT)
10. SURVEY PREPARED BY ALLIANCE LAND SURVEYING LLC, DATED JUNE 27, 2018, UNDER JOB NO. 180618, SHOWS THE FOLLOWING:

    A.) A DIRT ROAD RUNS FROM SOUTHERN AVENUE OVER THE SOUTH BOUNDARY LINE AND CONTINUES ALONG THE WEST BOUNDARY LINE. (AS SHOWN ON THE SURVEY)
11. ANY CLAIM THAT THE TITLE IS SUBJECT TO A TRUST OR LIEN CREATED UNDER THE PERISHABLE AGRICULTURAL COMMODITIES ACT, 1930 (7 U.S.C. §§499A, ET SEQ.) OR THE PACKERS AND STOCKYARDS ACT (7 U.S.C. §§181 ET SEQ.) OR UNDER SIMILAR STATE LAWS.

    CONSIDERATION FOR THE DELETION OF THIS EXCEPTION IS HIGHLY FACT INTENSIVE. PLEASE CONTACT THE UNDERWRITER ASSIGNED TO YOUR FILE AS SOON AS POSSIBLE TO DISCUSS.
12. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS THAT MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY AN ALTA/NSPS SURVEY MADE BY _____ ON _____, DESIGNATED JOB NUMBER _____: _____
13. THE RIGHTS OF PARTIES IN POSSESSION BY REASON OF ANY UNRECORDED LEASE OR LEASES OR MONTH TO MONTH TENANCIES AFFECTING ANY PORTION OF THE WITHIN DESCRIBED PROPERTY.

    NOTE: THIS MATTER WILL BE MORE FULLY SET FORTH OR DELETED UPON COMPLIANCE WITH THE APPLICABLE REQUIREMENT(S) SET FORTH HEREIN.
14. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.

SCHEDULE "B" ITEMS: COMMITMENT NO.: NCS–1102356–MPLS NOVEMBER 30, 2021

1. ANY CHARGE UPON SAID LAND BY REASON OF ITS INCLUSION IN ROOSEVELT IRRIGATION DISTRICT. (ALL ASSESSMENTS DUE AND PAYABLE ARE PAID.)
2. RESERVATIONS OR EXCEPTIONS IN PATENTS, OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF.
3. A PLAT RECORDED IN BOOK 3, PAGE 16 OF ROAD MAPS, PURPORTING TO SHOW A COUNTY ROADWAY. (AS SHOWN ON THE SURVEY)
4. AN EASEMENT FOR CONSTRUCTION MAINTENANCE AND OPERATION OF CANALS, LATERALS AND DITCHES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS BOOK 42 OF MISCELLANEOUS, PAGE 284. (AFFECTS THE PARCEL NOT THE SURVEY)(BLANKET IN NATURE)
5. THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "RECIPROCAL EASEMENT AGREEMENT" RECORDED AS 96–0769001 OF OFFICIAL RECORDS AND RECORDED AS 2003–1501976 OF OFFICIAL RECORDS. (AS SHOWN ON THE SURVEY)
6. ALL MATTERS AS SET FORTH IN SURVEY, RECORDED AS BOOK 996 OF MAPS, PAGE 26. (AS SHOWN ON THE SURVEY)
7. ANY CLAIM THAT THE TITLE IS SUBJECT TO A TRUST OR LIEN CREATED UNDER THE PERISHABLE AGRICULTURAL COMMODITIES ACT, 1930 (7 U.S.C. §§499A, ET SEQ.) OR THE PACKERS AND STOCKYARDS ACT (7 U.S.C. §§181 ET SEQ.) OR UNDER SIMILAR STATE LAWS.

    CONSIDERATION FOR THE DELETION OF THIS EXCEPTION IS HIGHLY FACT INTENSIVE. PLEASE CONTACT THE UNDERWRITER ASSIGNED TO YOUR FILE AS SOON AS POSSIBLE TO DISCUSS.
8. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS THAT MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY AN ALTA/NSPS SURVEY MADE BY _____ ON _____, DESIGNATED JOB NUMBER _____: _____
9. THE RIGHTS OF PARTIES IN POSSESSION BY REASON OF ANY UNRECORDED LEASE OR LEASES OR MONTH TO MONTH TENANCIES AFFECTING ANY PORTION OF THE WITHIN DESCRIBED PROPERTY.

    NOTE: THIS MATTER WILL BE MORE FULLY SET FORTH OR DELETED UPON COMPLIANCE WITH THE APPLICABLE REQUIREMENT(S) SET FORTH HEREIN.
10. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.

LEGAL DESCRIPTION: TITLE REPORT FILE NO.: NCS–1102356–1–MPLS DECEMBER 06, 2021

SUBJECT PARCEL:

THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 4 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
EXCEPT ALL THAT PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 25, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST COMER OF SAID SECTION 25;
THENCE NORTH 00 DEGREES 35 MINUTES 30 SECONDS WEST ALONG THE WEST LINE THEREOF, A DISTANCE OF 1420.01 FEET;
THENCE NORTH 89 DEGREES 24 MINUTES 30 SECONDS EAST, A DISTANCE OF 33.00 FEET;
THENCE SOUTH 12 DEGREES 35 MINUTES 45 SECONDS EAST, A DISTANCE OF 971.24 FEET;
THENCE SOUTH 12 DEGREES 34 MINUTES 59 SECONDS EAST, A DISTANCE OF 440.15 FEET;
THENCE SOUTH 88 DEGREES 44 MINUTES 14 SECONDS EAST, A DISTANCE OF 275.00 FEET;
UNOFFICIAL DOCUMENT;
THENCE SOUTH 01 DEGREE 15 MINUTES 46 SECONDS WEST, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF SAID SECTION 25;
THENCE NORTH 88 DEGREES 44 MINUTES 14 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 600.00 FEET TO THE TRUE POINT OF BEGINNING; AND
EXCEPT ALL THAT PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 25, WHICH LIES WITHIN A STRIP OF LAND 25.00 FEET IN WIDTH, THE EASTERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST COMER OF SAID SECTION 25;
THENCE SOUTH 88 DEGREES 44 MINUTES 14 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 25, A DISTANCE OF 350.75 FEET;
THENCE NORTH 01 DEGREE 15 MINUTES 46 SECONDS EAST, A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 12 DEGREES 34 MINUTES 59 SECONDS WEST, A DISTANCE OF 446.34 FEET;
THENCE NORTH 12 DEGREES 35 MINUTES 45 SECONDS WEST, A DISTANCE OF 968.59 FEET;
THENCE NORTH 00 DEGREES 35 MINUTES 30 SECONDS WEST, A DISTANCE OF 1110.00 FEET, MORE OR LESS, TO THE EAST–WEST MID–SECTION LINE OF SAID SECTION 25 AND THE POINT OF ENDING OF THE LINE DESCRIBED HEREIN; AND
THENCE NORTH 00 DEGREES 35 MINUTES 30 SECONDS WEST, A DISTANCE OF 1110.00 FEET, MORE OR LESS, TO THE EAST–WEST MID–SECTION LINE OF SAID SECTION 25 AND THE POINT OF ENDING OF THE LINE DESCRIBED HEREIN; AND
EXCEPT THAT PART OF THE SOUTHWEST QUARTER OF SAID SECTION 25, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST COMER OF THE SOUTHWEST QUARTER OF SAID SECTION 25;
THENCE NORTH 00 DEGREES 23 MINUTES 03 SECONDS WEST MEASURED (NORTH 00 DEGREES 23 MINUTES 00 SECONDS WEST RECORDED) ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 2586.09 FEET MEASURED (2586.01 FEET RECORDED) TO A POINT ON SAID EAST LINE BEING 27.32 FEET SOUTH OF THE NORTHEAST COMER OF SAID SOUTHWEST QUARTER OF SECTION 25, SAID POINT BEING THE TRUE POINT OF BEGINNING;
THENCE NORTH 89 DEGREES 59 MINUTES 57 SECONDS WEST MEASURED (NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST RECORDED), A DISTANCE OF 2602.56 FEET TO THE EAST LINE OF THE WEST 58.00 FEET OF SAID
SOUTHWEST QUARTER OF SECTION 25;
THENCE NORTH 00 DEGREES 35 MINUTES 30 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 55.65 FEET TO THE EAST–WEST MID–SECTION LINE OF SAID SECTION 25;
THENCE SOUTH 89 DEGREES 22 MINUTES 38 SECONDS ALONG SAID EAST–WEST MID–SECTION LINE, A DISTANCE OF 2603.10 FEET TO THE NORTHEAST COMER OF SAID SOUTHWEST QUARTER OF SECTION 25;
THENCE SOUTH 00 DEGREES 23 MINUTES 03 SECONDS EAST ALONG THE EAST LINE OF THE SAID SOUTHWEST QUARTER OF SECTION 25, A DISTANCE OF 27.32 FEET TO THE TRUE POINT OF BEGINNING; AND
EXCEPT THAT PART OF THE SOUTHWEST QUARTER OF SAID SECTION 25, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST COMER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, FROM WHICH THE SOUTHWEST COMER OF SAID SECTION 25 BEARS NORTH 88 DEGREES 44 MINUTES 15 SECONDS WEST, 2652.46 FEET;
THENCE NORTH 00 DEGREES 23 MINUTES 00 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 2586.01 FEET FROM WHICH THE NORTHEAST CORNER OF THE SAID SOUTHWEST QUARTER THEREOF BEARS NORTH 00 DEGREES 23 MINUTES 00 SECONDS WEST, 27.32 FEET;
THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 1028.33 FEET;
THENCE SOUTH 00 DEGREES 23 MINUTES 00 SECONDS EAST, PARALLEL WITH THE EAST LINE OF THE SAID SOUTHWEST QUARTER OF SECTION 25, A DISTANCE OF 2563.33 FEET TO THE SOUTH LINE OF THE SAID SOUTHWEST QUARTER OF SECTION 25;
THENCE SOUTH 88 DEGREES 44 MINUTES 15 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 1028.73 FEET TO THE TRUE POINT OF BEGINNING; AND
EXCEPT THAT PORTION CONVEYED TO THE STATE OF ARIZONA BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION IN RECORDING NO. 2007–0866656.

LEGAL DESCRIPTION: TITLE REPORT FILE NO.: NCS–1102356–MPLS NOVEMBER 30, 2021

PARCEL NO. 1:
THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 25 BEARS NORTH 88 DEGREES 44 MINUTES 15 SECONDS WEST, 2652.46 FEET;

THENCE NORTH 00 DEGREES 23 MINUTES 00 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 2586.01 FEET FROM WHICH THE NORTHEAST CORNER OF THE SAID SOUTHWEST QUARTER THEREOF BEARS NORTH 00 DEGREES 23 MINUTES 00 SECONDS WEST, 27.32 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 1028.33 FEET;

THENCE SOUTH 00 DEGREES 23 MINUTES 00 SECONDS EAST, PARALLEL WITH THE EAST LINE OF THE SAID SOUTHWEST QUARTER, 2563.33 FEET TO THE SOUTH LINE OF THE SAID SOUTHWEST QUARTER;

THENCE SOUTH 88 DEGREES 44 MINUTES 15 SECONDS EAST, ALONG THE SAID SOUTH LINE, 1028.73 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:
EASEMENTS FOR ROADWAYS AND IRRIGATION DITCHES PURSUANT TO THAT CERTAIN RECIPROCAL EASEMENT AGREEMENT RECORDED OCTOBER 30, 1996 AS 96–769001 OF OFFICIAL RECORDS.

NOTES:

1. ALL TITLE INFORMATION IS BASED ON A COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, ORDER NO. NCS–110–2356–1–MPLS, EFFECTIVE DATE: DECEMBER 06, 2021, & ORDER NO. NCS–110–2356–MPLS EFFECTIVE DATE: NOVEMBER 30, 2021.

2. THE UNDERGROUND UTILITIES HAVE BEEN SHOWN BASED ON RECORDS PROVIDED BY THE RESPECTIVE UTILITY COMPANIES WITHOUT VERIFICATION BY THE SURVEYOR; THEREFORE, NO GUARANTEE CAN BE MADE AS TO THE EXTENT OF THE UTILITIES AVAILABLE, EITHER IN SERVICE ABANDONED, NOR GUARANTEE TO THEIR EXACT LOCATION. PLEASE CALL "BLUE–STAKE" AT 602–263–1100, PRIOR TO ANY EXCAVATION OR TO DETERMINE WHAT UTILITIES FOR THE OPERATION OF THE PROPERTY ARE AVAILABLE AT THE LOT LINES, EITHER FROM CONTIGUOUS PROPERTY OR ADJOINING STREETS.

3. BASIS OF BEARING FOR THIS SURVEY IS A BEARING OF SOUTH 00°35'30" EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO A RECORD OF SURVEY, RECORDED IN BOOK 1406, PAGE 37, MARICOPA COUNTY RECORDS, ARIZONA.

4. THE SURVEYOR HAS MADE NO ATTEMPT AND HAS NOT OBTAINED ANY INFORMATION RELATING TO, AND HAS NO KNOWLEDGE OF ANY PROPOSED RIGHT–OF–WAYS, EASEMENTS, OR DEDICATIONS THAT ANY MUNICIPALITY, INDIVIDUAL OR GOVERNMENTAL AGENCY MAY HAVE MADE OR MAY REQUIRE.

5. USE OF THE INFORMATION, CONTAINED IN THIS A.L.T.A./N.S.P.S. LAND TITLE SURVEY, FOR OTHER THAN THE SPECIFIC PURPOSE FOR WHICH IT WAS INTENDED ("TITLE INSURANCE MATTERS"), IS FORBIDDEN, UNLESS EXPRESSLY PERMITTED IN WRITING IN ADVANCE BY HUNTER ENGINEERING, INC. AND THEREFORE SHALL HAVE NO LIABILITY FOR ANY SUCH UNAUTHORIZED USE.

6. THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.

7. THERE IS NO OBSERVABLE EVIDENCE OF THIS SITE BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

8. THERE IS NO EVIDENCE TO SUGGEST THAT THERE IS A CEMETERY OR BURIAL GROUNDS ON THESE PREMISES.

FEMA NOTES:

THE CURRENT FEMA FLOOD INSURANCE RATE MAP (FIRM) FOR THIS AREA, MAP NUMBER 04013C 2115L (EFFECTIVE REVISED DATE OCTOBER 16, 2013), DESIGNATES THE PROPERTY WITHIN FLOOD HAZARD ZONE X

ZONE: X IS DEFINED AS 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.

SURVEYOR'S CERTIFICATION:

TO: RYAN COMPANIES US, INC., A MINNESOTA CORPORATION;
AL–BO LIMITED PARTNERSHIP, A SOUTH DAKOTA LIMITED PARTNERSHIP;
CARDINAL CAPITAL CO., LLC, AN ARIZONA LIMITED LIABILITY COMPANY;
FIRST AMERICAN TITLE INSURANCE COMPANY NATIONAL:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT WAS BASED WERE MADE IN ACCORDANCE WITH "2021 MINIMUM STANDARDS DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA, AND NSPS, AND INCLUDES ITEMS 2,3,4,8,11(a),13,16&18 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON MARCH 5, 2022.

MAP DATE: APRIL 6, 2022

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
29865
JAMES A. BRUCCI
DATE SIGNED 4/5/22
ARIZONA U.S.A.

NO.	DATE	REVISION	BY

PURPOSE: A.L.T.A. SURVEY

DRAWN BY: DJS
CHECKED BY: jab

HUNTER ENGINEERING
CIVIL AND SURVEY
10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

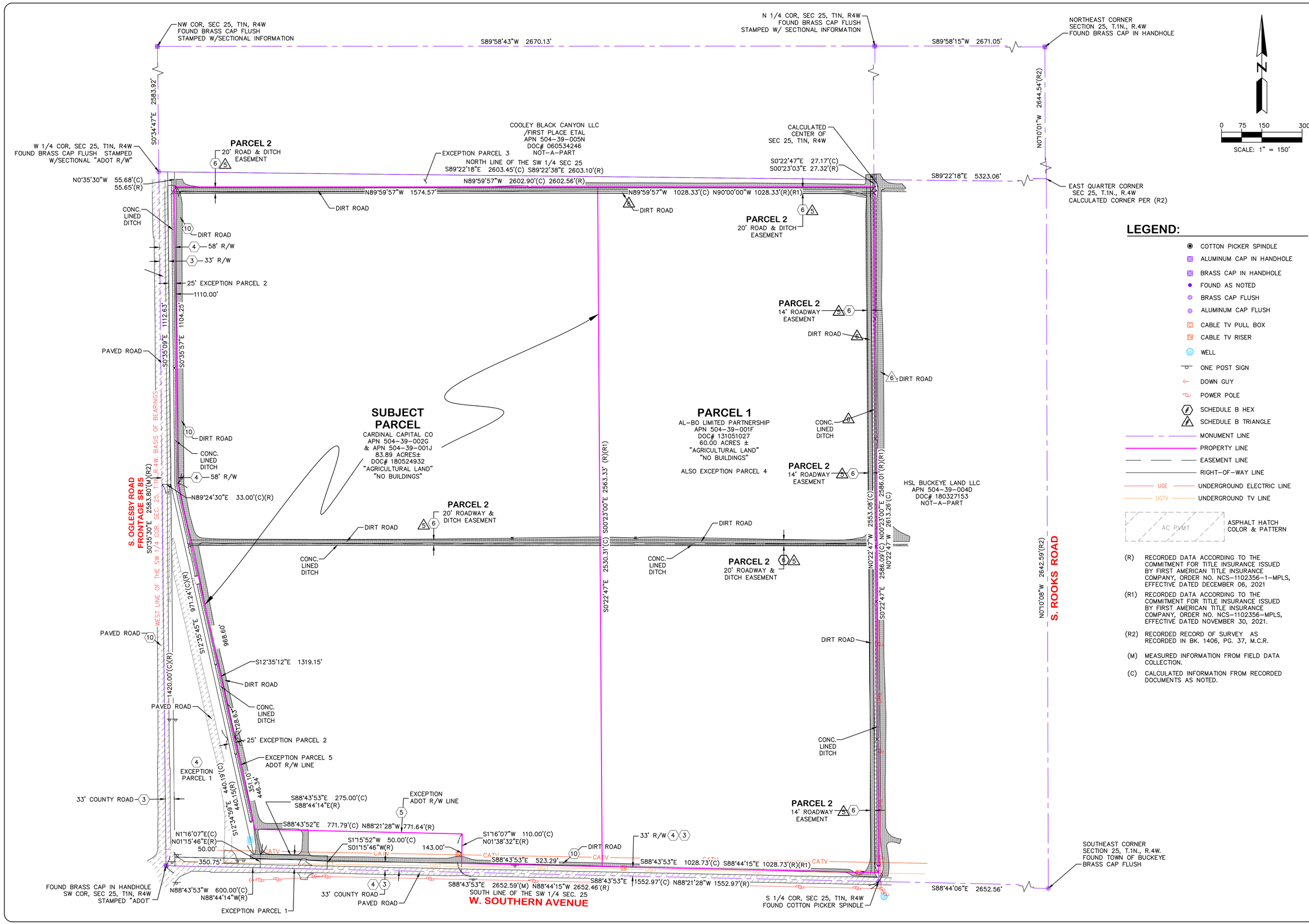
ALTA/NSPS LAND TITLE SURVEY
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 4 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SECTION: 25
TWNSHP: 1N
RANGE: 4W

JOB NO.: RYAN009–S

SCALE NTS

SHEET 1 OF 2



NO.	DATE	REVISION	BY

PURPOSE: A.L.T.A. SURVEY

DRAWN BY: DJS
CHECKED BY: JAB

HUNTER ENGINEERING
CIVIL AND SURVEY
10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
29865
JAMES A.
BRUCCI
DATE SIGNED 4/6/21
ARIZONA U.S.A.

ALTA/NSPS LAND TITLE SURVEY

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 4 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

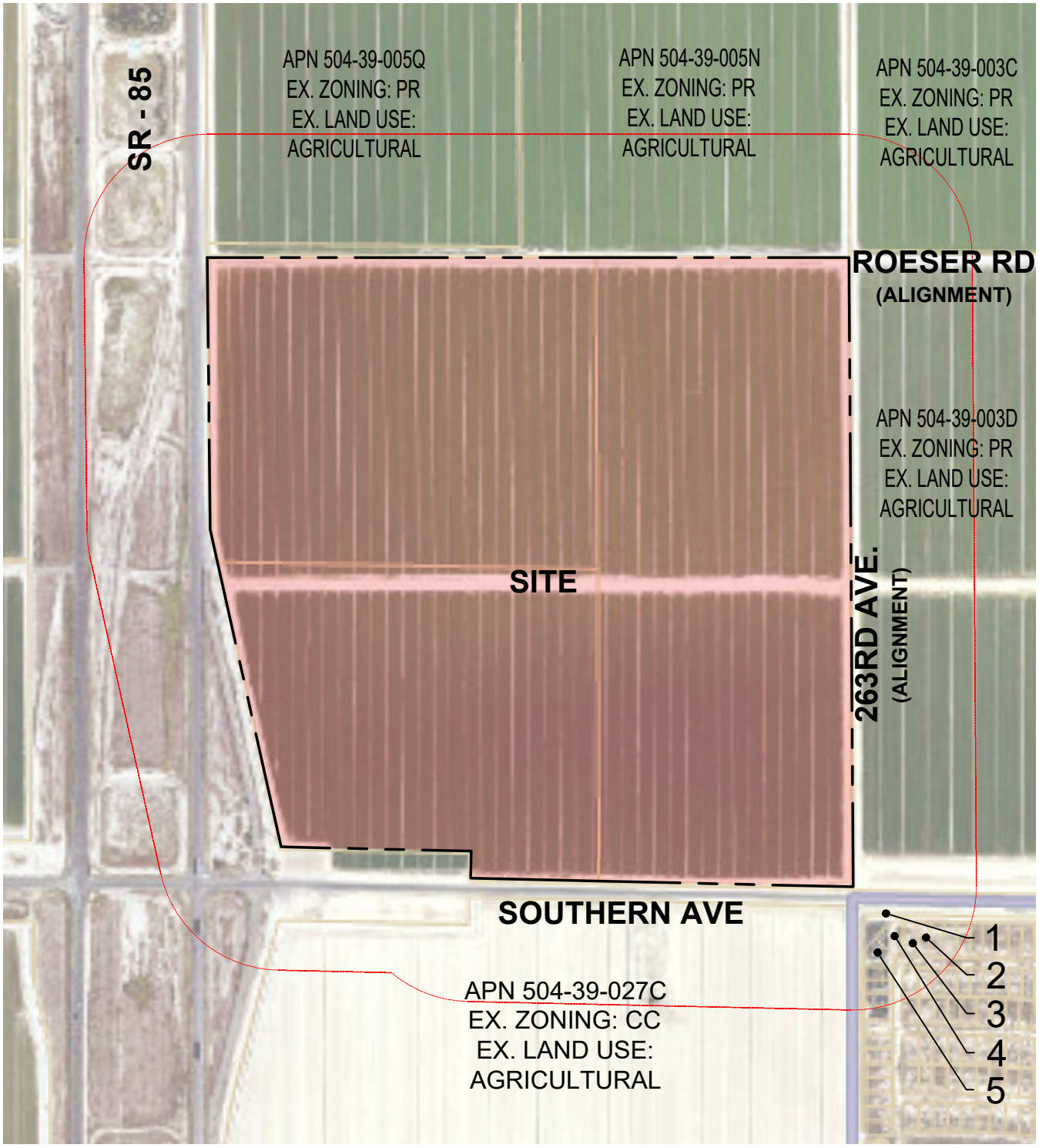
SECTION: 25
TWNSHP: 1N
RANGE: 4W

JOB NO.: RYAN009-S

SCALE 1"=150'

SHEET 2 OF 2

EXHIBIT 4



1. APN 504-39-983, EX. ZONING: PR, EX. LAND USE: VACANT
2. APN 504-39-852, EX. ZONING: PR, EX. LAND USE: VACANT
3. APN 504-39-853, EX. ZONING: PR, EX. LAND USE: VACANT
4. APN 504-39-854, EX. ZONING: PR, EX. LAND USE: VACANT
5. APN 504-39-855, EX. ZONING: PR, EX. LAND USE: VACANT

EXHIBIT 5
EXISTING ZONING &
LAND USE PLAN

AZ85

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND THE PROPERTY OF GILMORE PLANNING & LANDSCAPE ARCHITECTURE. THIS DRAWING MAY NOT BE REPRODUCED OR ANY REPRODUCTION HEREOF USED, WITHOUT THEIR WRITTEN PERMISSION. c COPYRIGHT 2024

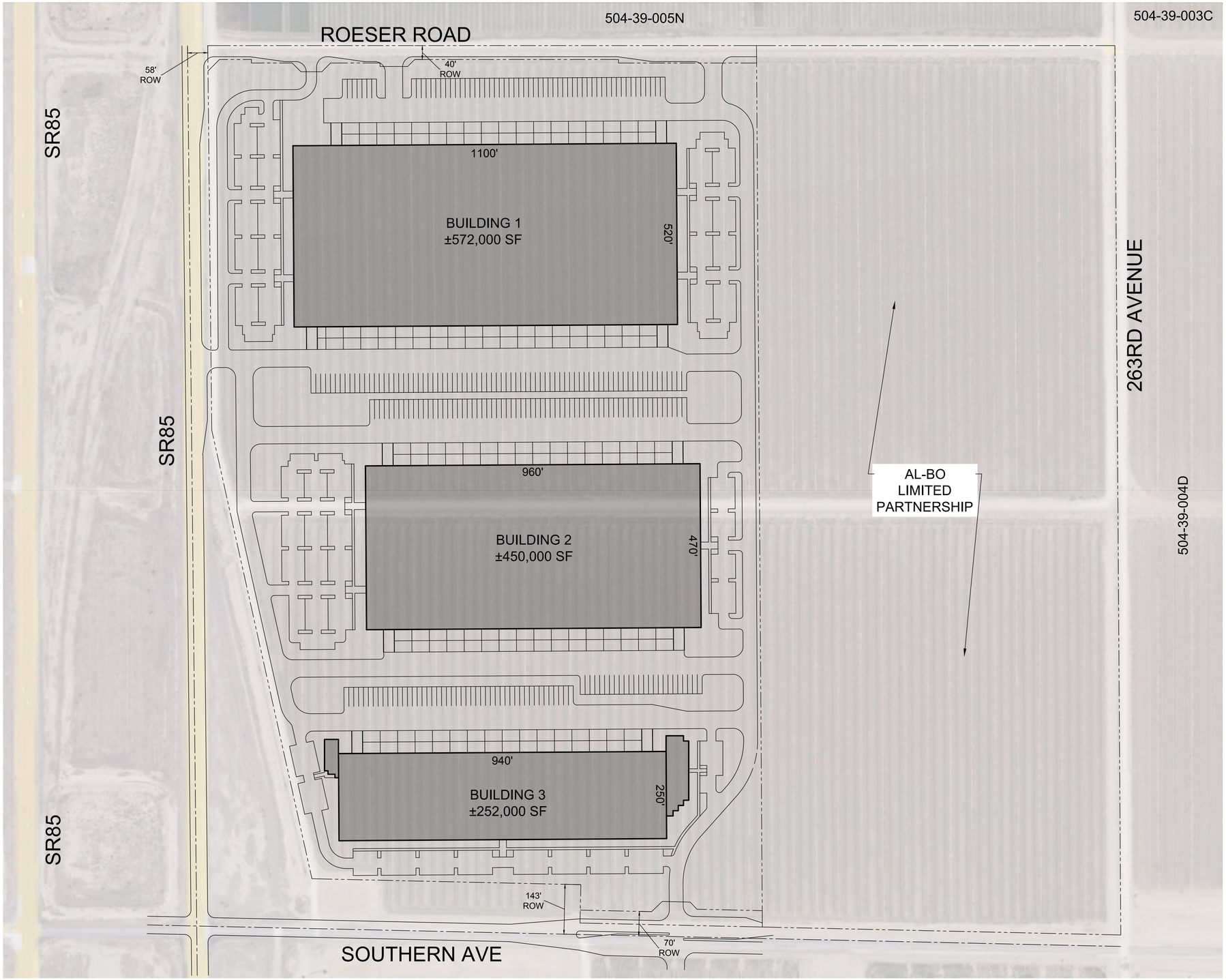
BUCKEYE, AZ

PREPARED FOR: CARDINAL CAPITAL CO.

SCALE: NTS
DATE: 4.22.24
GPLA JOB# 22---

NORTH

GILMORE
PLANNING & LANDSCAPE ARCHIT
2211 N. 7th Street
Phoenix, Az 85006
T 602.
www.getgilm



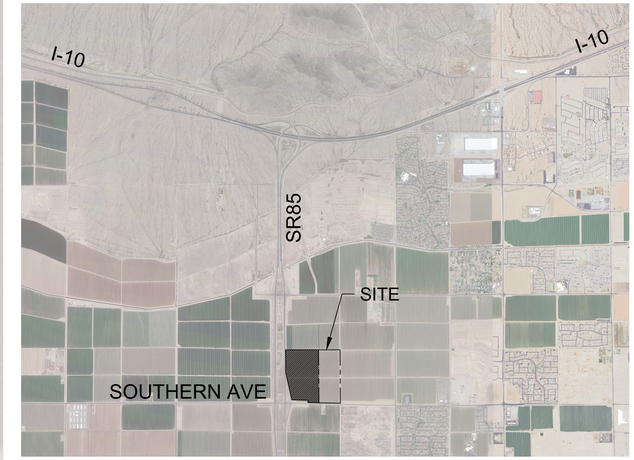
	LAND USE DATA
OWNER #1:	CARDINAL CAPITAL COMPANY, LLC.
	PO BOX 16166
	PHOENIX, AZ 85020
Parcel Nos:	504-39-001J, 504-39-002E, 504-39-002K, & 504-39-002G
Ownersip Area:	83.9 Acres
OWNER #2:	AL-BO LIMITED PARTNERSHIP
	PO BOX 494
	SO. SIOUX CITY, NE 68776
Parcel Nos.	504-39-001F & 504-39-002D
Ownersip Area:	60.0 Acres
OWNER' REPRESENTATIVE:	THE PEAK GROUP
	GEORGE QUINIF
	5080 N. 4OTH STREET #205
	PHOENIX, AZ 85018
	602-952-1023
APPLICANT	GILMORE PLANNING & LANDSCAPE ARCHITECTURE
	JACK GILMORE
	2211 N. 7TH STREET
	PHOENIX, AZ 85006
	602-266-5622
LOCATION:	NEC OF SOUTHERN AVE & ST ROUTE 85
	BUCKEYE, AZ
ZONING - EXISTING:	PLANNED RESIDENTIAL (PR)
ZONING - PROPOSED	LIGHT INDUSTRIAL (I-1) WITH PAD OVERLAY
CURRENT OWNERSHIP	143.9 Acres
NET SITE AREA:	137.1 Acres

AZ85 MASTER PLAN - CARDINAL CAPITAL CO

BUILDING INFO

BLDG # 1	WAREHS/DIST	572,000SF
BLDG# 2	WAREHS/DIST	450,000SF
BLDG# 3	WAREHS/DIST	252,000SF
	Total	1,274,000SF

THE CITY HAS NOT FULLY REVIEWED THE CONCEPT PLAN FOR CONFORMANCE WITH CITY CODES AND ORDINANCES AND MAY REQUIRE REVISIONS BSED ON FORMAL SITE PLAN REVIEW



VICINITY MAP

NTS

NORTH

AZ 85 - CARDINAL CAPITAL CO. PROPERTY

EXHIBIT 6A

CONCEPTUAL SITE PLAN

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND THE PROPERTY OF GILMORE PLANNING & LANDSCAPE ARCHITECTURE. THIS DRAWING MAY NOT BE REPRODUCED OR ANY REPRODUCTION HEREOF USED, WITHOUT THEIR WRITTEN PERMISSION. c COPYRIGHT 2024

BUCKEYE, AZ

PREPARED FOR: CARDINAL CAPITAL CO.

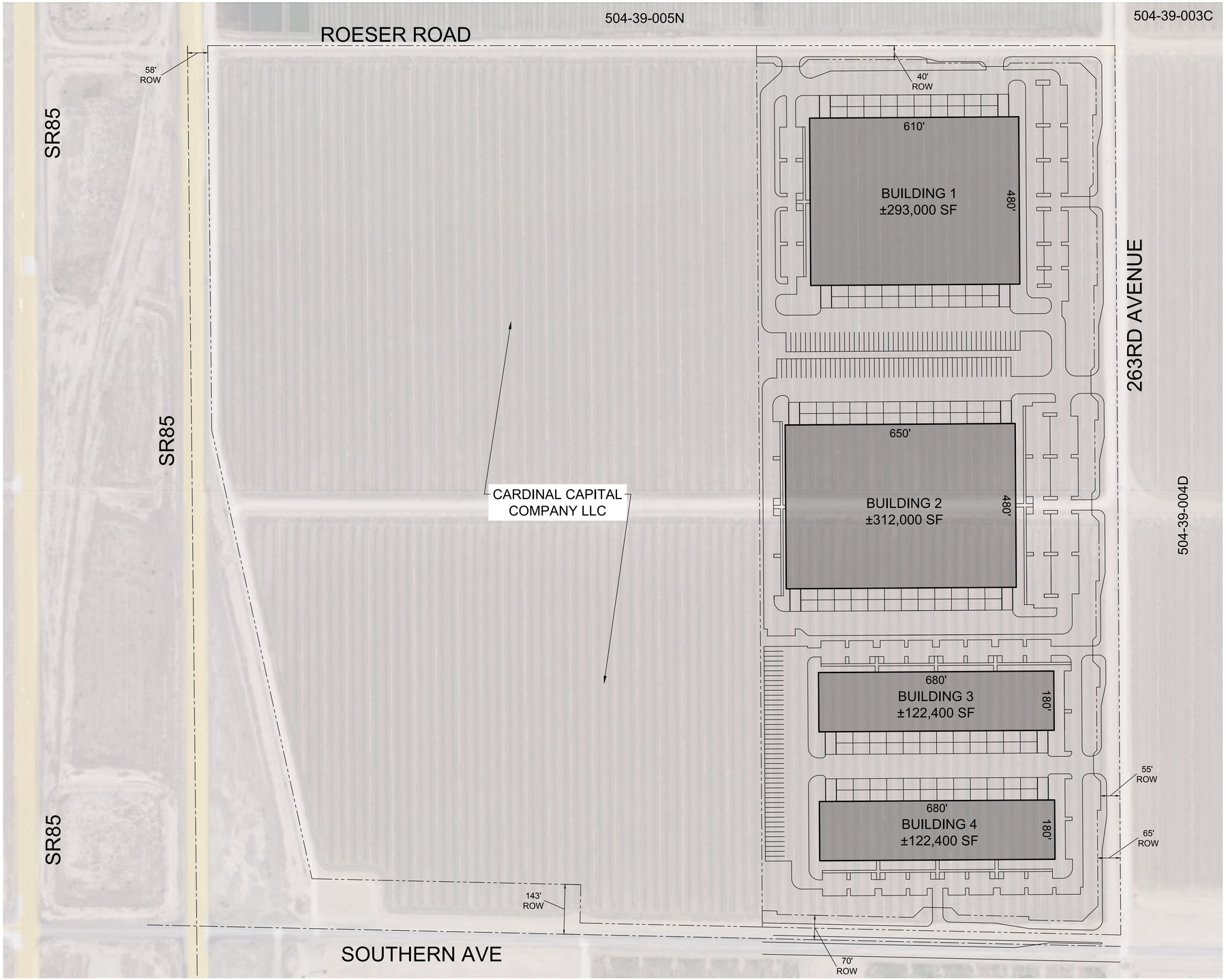
PLZM-22-00013

SCALE: 1" = 300'
DATE: 04.22.24
GPLA JOB# -----

0' 150' 300' 600' 900'

NORTH

GILMORE
PLANNING & LANDSCAPE ARCHITECTURE
2211 N. 7th Street T 602.266.5622
Phoenix, Az 85006 www.getgilmore.com



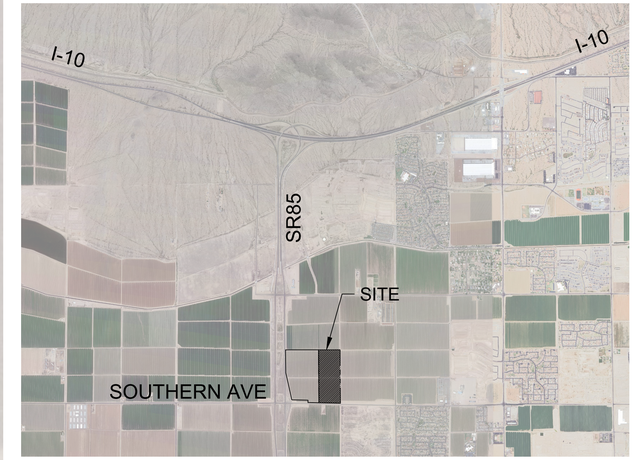
	LAND USE DATA
OWNER #1:	CARDINAL CAPITAL COMPANY, LLC.
	PO BOX 16166
	PHOENIX, AZ 85020
Parcel Nos:	504-39-001J, 504-39-002E, 504-39-002K, & 504-39-002G
Ownersip Area:	83.9 Acres
OWNER #2:	AL-BO LIMITED PARTNERSHIP
	PO BOX 494
	SO. SIOUX CITY, NE 68776
Parcel Nos.	504-39-001F & 504-39-002D
Ownersip Area:	60.0 Acres
OWNER' REPRESENTATIVE:	THE PEAK GROUP
	GEORGE QUINIF
	5080 N. 4OTH STREET #205
	PHOENIX, AZ 85018
	602-952-1023
APPLICANT	GILMORE PLANNING & LANDSCAPE ARCHITECTURE
	JACK GILMORE
	2211 N. 7TH STREET
	PHOENIX, AZ 85006
	602-266-5622
LOCATION:	NEC OF SOUTHERN AVE & ST ROUTE 85
	BUCKEYE, AZ
ZONING - EXISTING:	PLANNED RESIDENTIAL (PR)
ZONING - PROPOSED	LIGHT INDUSTRIAL (I-1) WITH PAD OVERLAY
CURRENT OWNERSHIP	143.9 Acres
NET SITE AREA:	137.1 Acres

AZ85 MASTER PLAN - AL-BO LTD PARTNERSHIP

BUILDING INFO

BLDG # 1	WAREHS/DIST	293,000SF
BLDG# 2	WAREHS/DIST	312,000SF
BLDG# 3	WAREHS/DIST	122,400SF
BLDG# 4	COMMERCIAL	122,400SF
	Total	849,800SF

THE CITY HAS NOT FULLY REVIEWED THE CONCEPT PLAN FOR CONFORMANCE WITH CITY CODES AND ORDINANCES AND MAY REQUIRE REVISIONS BSED ON FORMAL SITE PLAN REVIEW



VICINITY MAP

NTS

NORTH

AZ 85 - AL-BO LMT. PARTNERSHIP PROPERTY

EXHIBIT 6B

CONCEPTUAL SITE PLAN

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND THE PROPERTY OF GILMORE PLANNING & LANDSCAPE ARCHITECTURE. THIS DRAWING MAY NOT BE REPRODUCED OR ANY REPRODUCTION HEREOF USED, WITHOUT THEIR WRITTEN PERMISSION. c COPYRIGHT 2024

BUCKEYE, AZ

PREPARED FOR: RYAN COMPANIES

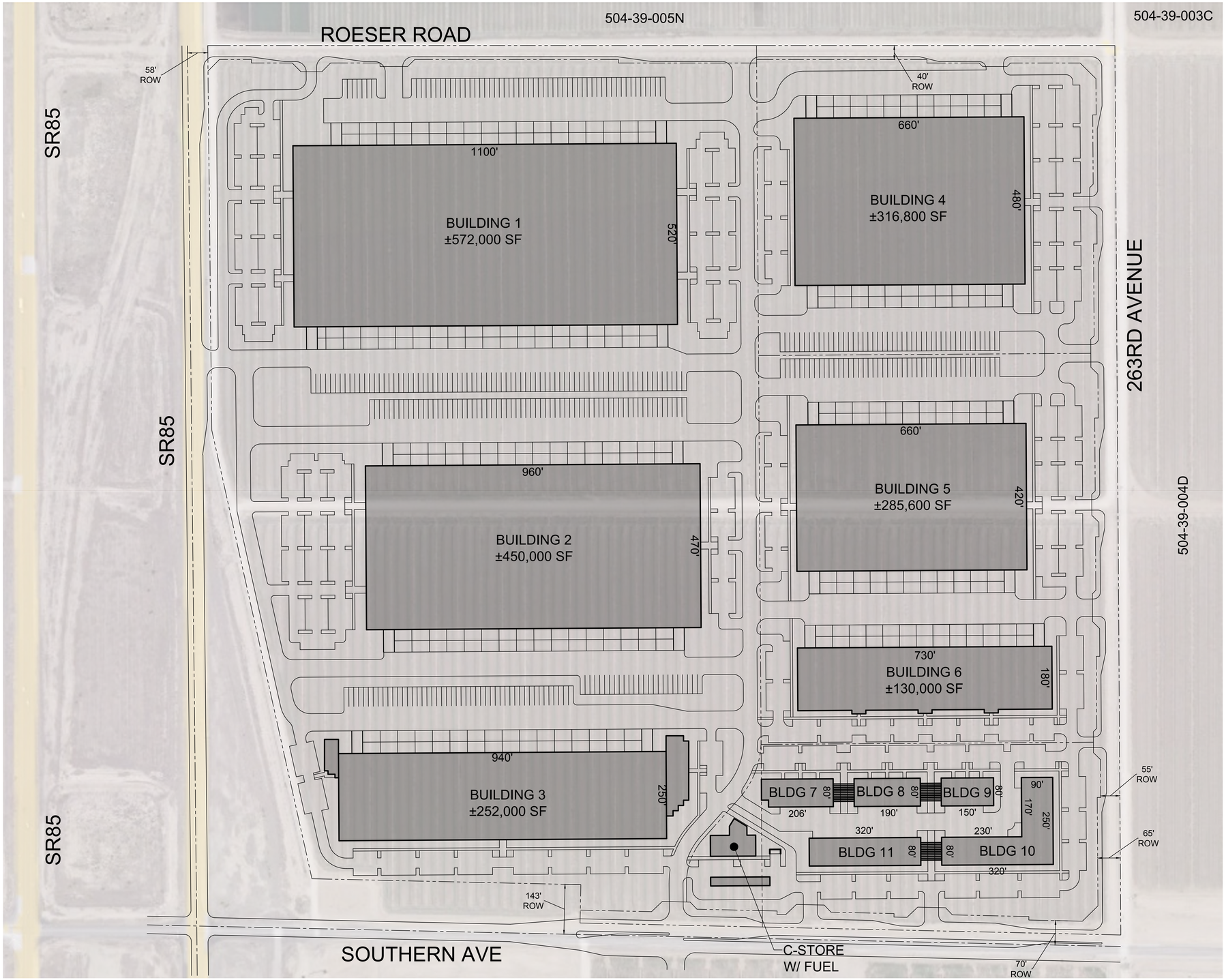
PLZM-22-00013

SCALE: 1" = 300'
DATE: 04.22.24
GPLA JOB# -----

0' 150' 300' 600' 900'

NORTH

GILMORE
PLANNING & LANDSCAPE ARCHITECTURE
2211 N. 7th Street T 602.266.5622
Phoenix, Az 85006 www.getgilmore.com



	LAND USE DATA
OWNER #1:	CARDINAL CAPITAL COMPANY, LLC.
	PO BOX 16166
	PHOENIX, AZ 85020
Parcel Nos:	504-39-001J, 504-39-002E, 504-39-002K, & 504-39-002G
Ownersip Area:	83.9 Acres
OWNER #2:	AL-BO LIMITED PARTNERSHIP
	PO BOX 494
	SO. SIOUX CITY, NE 68776
Parcel Nos.	504-39-001F & 504-39-002D
Ownersip Area:	60.0 Acres
OWNER' REPRESENTATIVE:	THE PEAK GROUP
	GEORGE QUINIF
	5080 N. 4OTH STREET #205
	PHOENIX, AZ 85018
	602-952-1023
APPLICANT	GILMORE PLANNING & LANDSCAPE ARCHITECTURE
	JACK GILMORE
	2211 N. 7TH STREET
	PHOENIX, AZ 85006
	602-266-5622
LOCATION:	NEC OF SOUTHERN AVE & ST ROUTE 85
	BUCKEYE, AZ
ZONING - EXISTING:	PLANNED RESIDENTIAL (PR)
ZONING - PROPOSED	LIGHT INDUSTRIAL (I-1) WITH PAD OVERLAY
CURRENT OWNERSHIP	143.9 Acres
NET SITE AREA:	137.1 Acres

AZ85 MASTER PLAN

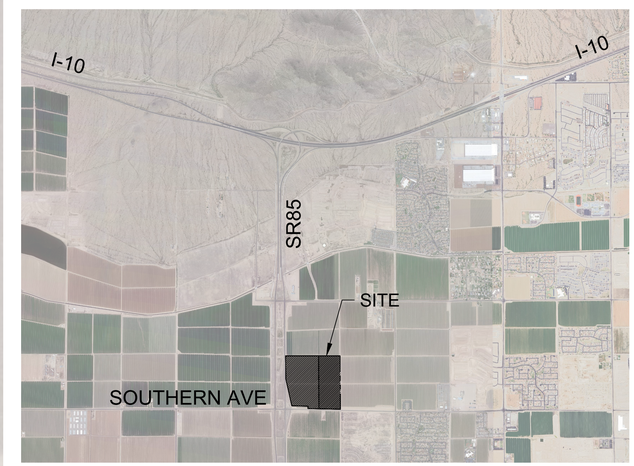
CARDINAL CAPITAL COMPANY - 83.9 AC.

BUILDING INFO		
BLDG # 1	WAREHS/DIST	572,000SF
BLDG# 2	WAREHS/DIST	450,000SF
BLDG# 3	WAREHS/DIST	252,000SF
BLDG# 4	COMMERCIAL	7,000SF
	Total	1,281,000SF

AL-BO LIMITED PARTNERSHIP - 60.0 AC

BUILDING INFO		
BLDG # 5	WAREHS/DIST	316,000SF
BLDG# 6	WAREHS/DIST	278,000SF
BLDG# 7	WAREHS/DIST	132,000SF
BLDGs# 8-12	BUSINESS PARK	114,000SF
	Total	840,000SF

THE CITY HAS NOT FULLY REVIEWED THE CONCEPT PLAN FOR CONFORMANCE WITH CITY CODES AND ORDINANCES AND MAY REQUIRE REVISIONS BSED ON FORMAL SITE PLAN REVIEW



VICINITY MAP

NTS

NORTH

AZ 85 - CARDINAL CAPITAL CO. & AL-BO LP.

EXHIBIT 6C

CONCEPTUAL SITE PLAN

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND THE PROPERTY OF GILMORE PLANNING & LANDSCAPE ARCHITECTURE. THIS DRAWING MAY NOT BE REPRODUCED OR ANY REPRODUCTION HEREOF USED, WITHOUT THEIR WRITTEN PERMISSION. c COPYRIGHT 2024

BUCKEYE, AZ

PREPARED FOR: CARDINAL CAPITAL CO.

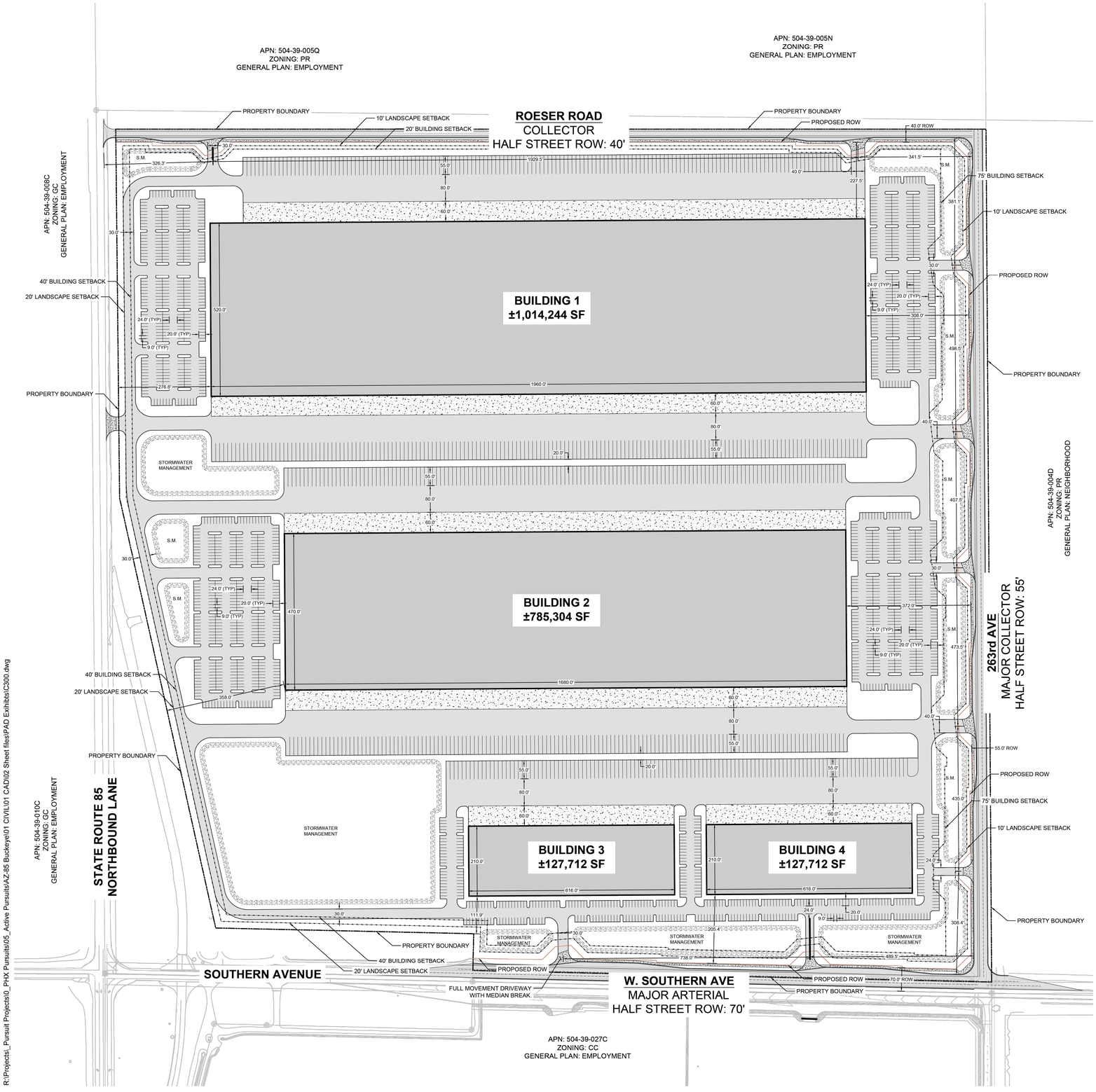
PLZM-22-00013

SCALE: 1" = 300'
DATE: 04.22.24
GPLA JOB# -----

0' 150' 300' 600' 900'

NORTH

GILMORE
PLANNING & LANDSCAPE ARCHITECTURE
2211 N. 7th Street T 602.266.5622
Phoenix, Az 85006 www.getgilmore.com



PROJECT DATA

ACREAGE	
GROSS:	±6,297,946 SF ±143.89 AC
NET:	±5,925,492 SF ±136.03 AC
PARCELS:	
SUBJECT PARCEL:	504-39-002G 504-39-001J 504-39-001F
PARCEL 1:	
GENERAL PLAN:	EMPLOYMENT
ZONING:	
EXISTING:	PLANNED RESIDENTIAL (OBSOLETE ZONING DISTRICT)
PROPOSED:	PAD (LIGHT INDUSTRIAL)

RYAN

RYAN A+E, INC.
3900 E. Camelback Road, #100
Phoenix, AZ 85018
602-322-6100 tel

WWW.RYANCOMPANIES.COM

OWNER

CONSULTANTS

PROJECT INFORMATION

AZ-85

NORTHEAST CORNER OF
STATE ROUTE 85 & SOUTHERN
AVE BUCKEYE, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

© 2022 **RYAN A+E, INC.**

DRAWN BY **CHECKED BY**

JOB NO. **DATE**

ISSUE RECORD		
ISSUE #	DATE	DESCRIPTION

PAD SUBMITTAL

SITE PLAN

C300

EXHIBIT 6D
PLZM-22-00013

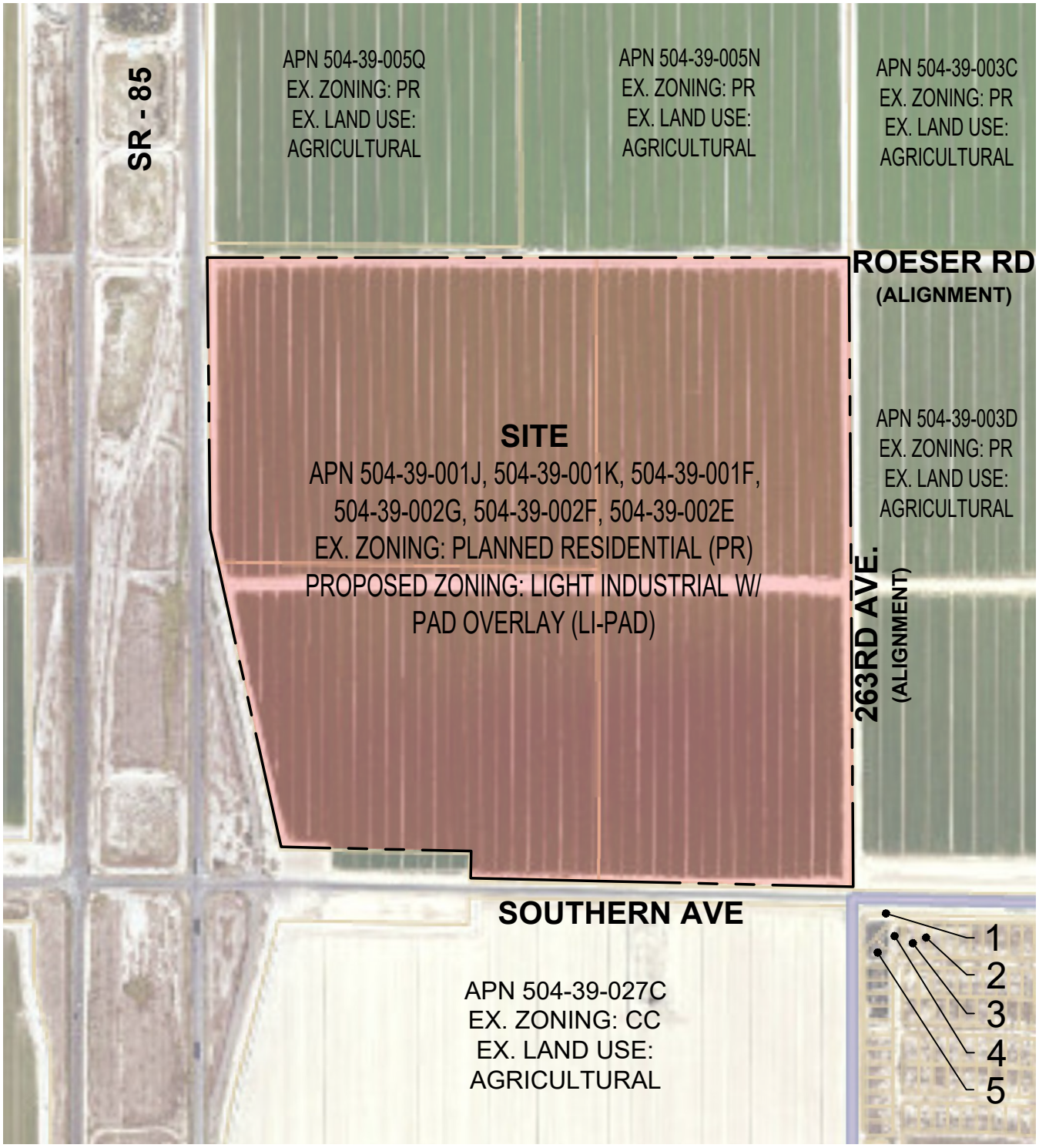
R:\Projects_Pursuit Projects\0_PHX Pursuits\05_Active Pursuits\AZ-85 Buckeye\01 CIVIL\01 CAD\02 Sheet files\PAD Exhibits\C300.dwg

RYAN

RYAN

RYAN

RYAN



1. APN 504-39-983, EX. ZONING: PR, EX. LAND USE: VACANT
2. APN 504-39-852, EX. ZONING: PR, EX. LAND USE: VACANT
3. APN 504-39-853, EX. ZONING: PR, EX. LAND USE: VACANT
4. APN 504-39-854, EX. ZONING: PR, EX. LAND USE: VACANT
5. APN 504-39-855, EX. ZONING: PR, EX. LAND USE: VACANT

AZ85

EXHIBIT 8
ZONING MAP

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND THE PROPERTY OF GILMORE PLANNING & LANDSCAPE ARCHITECTURE. THIS DRAWING MAY NOT BE REPRODUCED OR ANY REPRODUCTION HEREOF USED, WITHOUT THEIR WRITTEN PERMISSION. c COPYRIGHT 2024

BUCKEYE, AZ

PREPARED FOR: CARDINAL CAPITAL CO.

SCALE: NTS
DATE: 4.22.24
GPLA JOB# 22---

NORTH

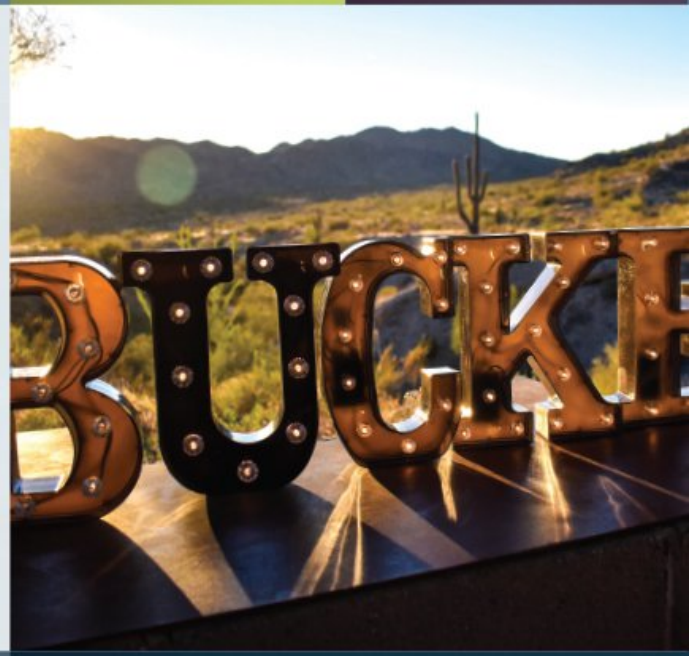
GILMORE
PLANNING & LANDSCAPE ARCHIT
2211 N. 7th Street
Phoenix, Az 85006
T 602.
www.getgilm

AZ85 Industrial Park
REZONE

City Council

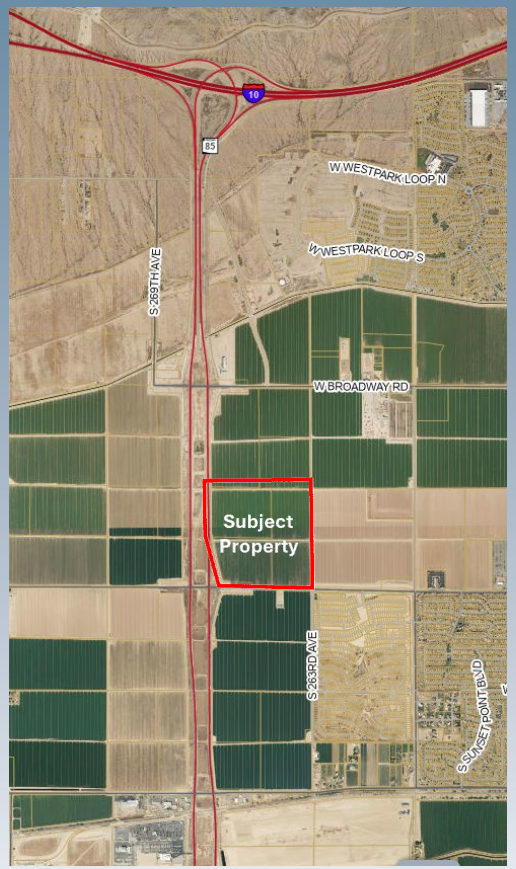
October 1, 2024

Case PLZZ-22-00013

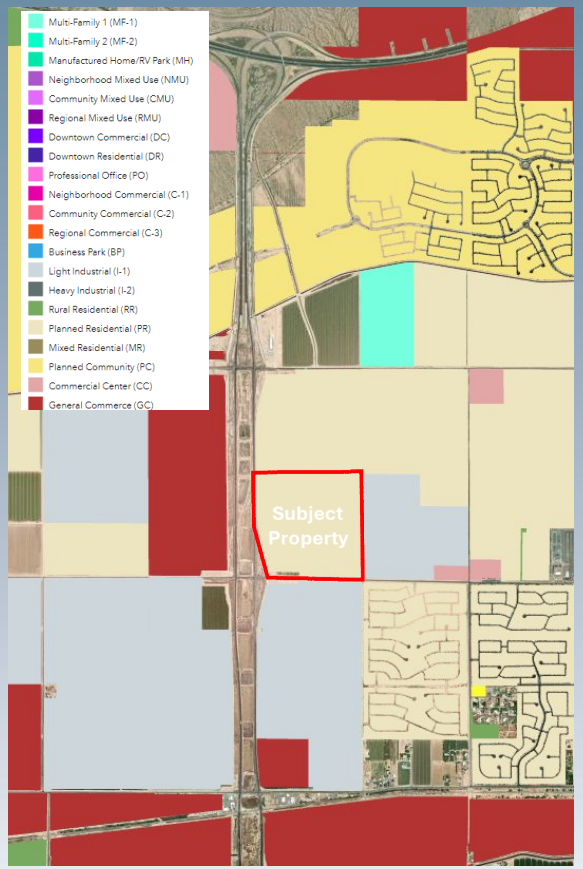


BUCKEYE, AZ

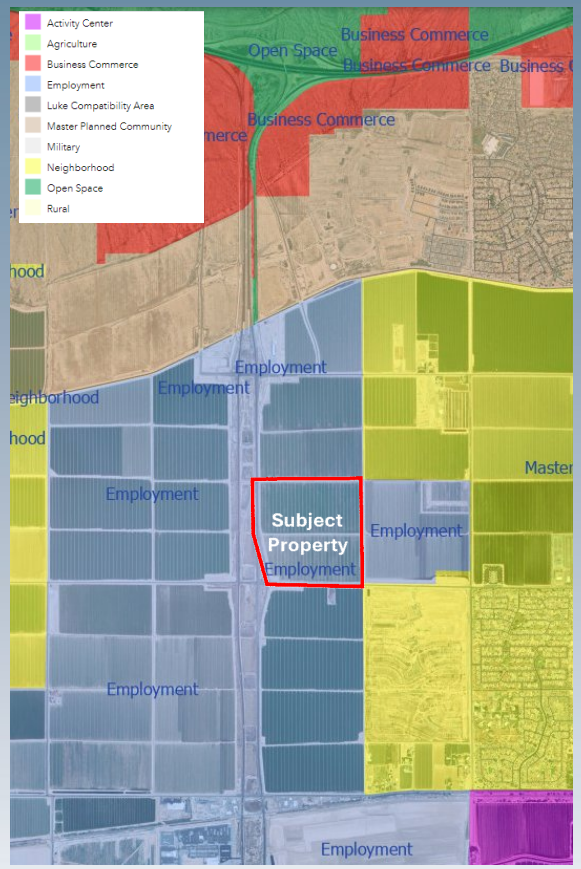
buckeyeaz.gov



Aerial



Zoning Map



General Plan LU Map

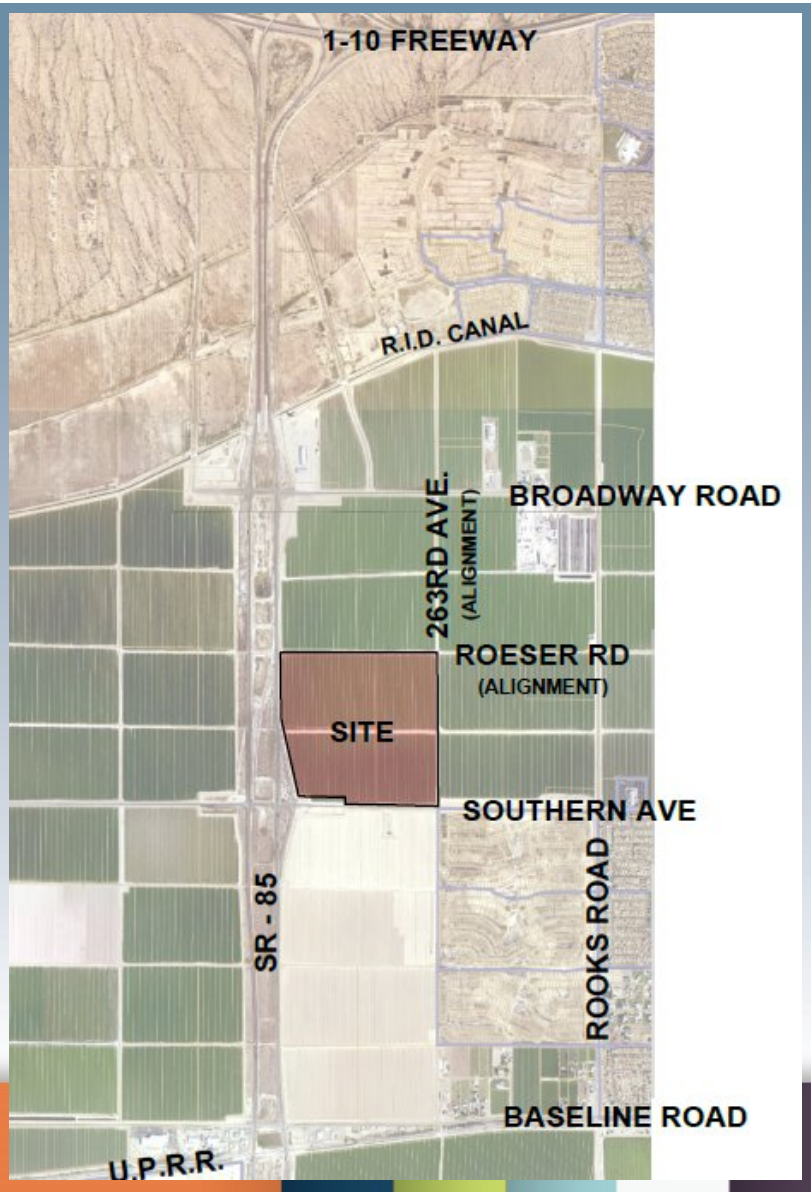
N

BUCKEYE, AZ

Request: Rezone from Planned Residential (PR) to Planned Area Development (PAD)

Location: Northeast corner of State Route 85 and Southern Avenue

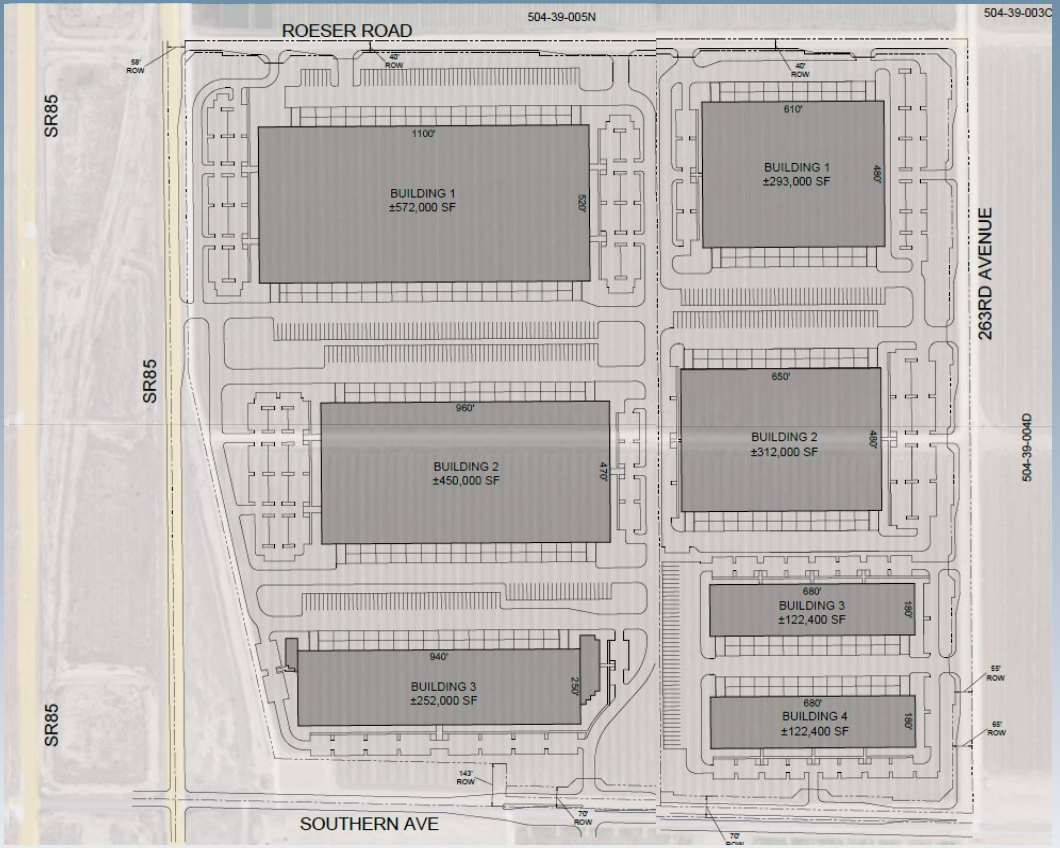
Site size: Approximately 143.9 acres



BUCKEYE, AZ

Proposed AZ85 Industrial Park PAD

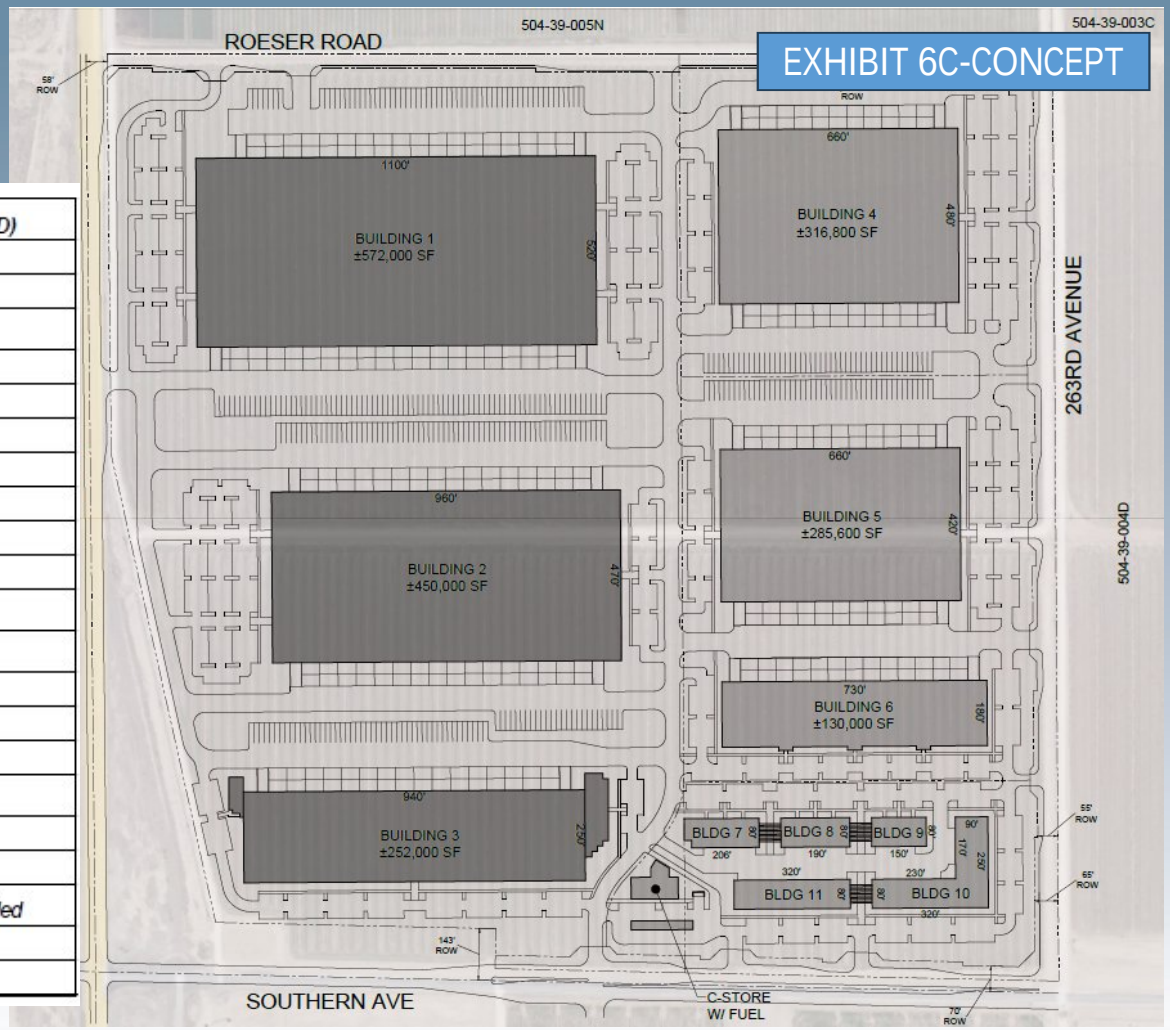
- Light industrial development on subject according to the permitted uses and development standards of the Light Industrial (I-1) district with modifications through a PAD.
- Accommodates light manufacturing, assembling, warehousing, and wholesale activities. Office and related retail uses are also permitted within this district.



Proposed AZ85 Industrial Park PAD

PAD Utilizes (C-2) and (I-1) zoning districts for the framework.

Southern Ave - Commercial Standards	*Commercial C-2*	*AZ85 (I-1 PAD)*
Maximum Lot Coverage:	60%	60%
Maximum Buiding Height	50'	50'
Minimum Building Setbacks		
Southern Ave - Front Yard / Street Side:	0'	20'
State Route 85 - Front Yard / Street Side	0'	20'
263rd Ave - Front Yard / Street Side	10'	15'
Local Industrial (interior)	0'	10'
Interior Side Yard	10'	10'
Interior Rear Yard	0'	10'
Private Streets (from Access Esm't)	0'	10'
Minimum Landscape Setbacks		
Southern Ave - Front Yard / Street Side:	0'	20'
State Route 85 - Front Yard / Street Side	0'	20'
263rd Ave - Front Yard / Street Side	10'	15'
Local Industrial (interior)	0'	10'
Interior Side Yard	10'	10'
Interior Rear Yard	0'	10'
Private Streets (from Access Esm't)	0'	10'
Parking	*Parking Req'd*	*Parking Provided*
Office	1/300sf	1/300
Commercial / Retail	1/300sf	1/300



BUCKEYE, AZ

Proposed AZ85 Industrial Park PAD-Design Concepts

PAD Rezone- PLZZ-22-00013

Planning and Zoning Commission recommended approval of PLZZ-22-00013 on September 10, 2024 with conditions (a) through (x).

Recommend approval of Ordinance No. __-24, AZ85 Industrial Park Rezone

WHEN RECORDED, RETURN TO:

City of Buckeye
ATTN: City Clerk, Lucinda J. Aja
530 East Monroe Avenue
Buckeye, Arizona 85326

ORDINANCE NO. 22-24

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, 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).

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 143.9 acres of real property located at the northeast corner of State Route 85 and 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 September 10, 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 143.9 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 AZ 85 Industrial Park Project Narrative, a copy of which is on file in the office of the City Clerk, as provided in **Exhibit C** attached hereto, and in accordance with conditions (a) through (x), as set forth in **Exhibit D** 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 1st day of October, 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. 22-24

[Legal Description]

See the following page.

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND COTTON SPINDLE MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 25 FROM WHICH AN ADOT BRASS CAP IN HANDHOLE MARKING THE SOUTHWEST CORNER OF SAID SECTION 25 BEARS NORTH 88°43'53" WEST A DISTANCE OF 2652.59 FEET;

THENCE NORTH 00°22'47" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 33.01 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 88°43'53" WEST, ALONG A LINE PARALLEL WITH AND 33.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 1552.02 FEET;

THENCE THE FOLLOWING FOUR COURSES ALONG THE ADOT SR85 RIGHT OF WAY:

THENCE NORTH 01°16'07" EAST, A DISTANCE OF 110.00 FEET;

THENCE NORTH 89°43'52" WEST, A DISTANCE OF 771.79 FEET;

THENCE NORTH 12°35'12" WEST, A DISTANCE OF 1319.15 FEET;

THENCE NORTH 00°35'57" WEST, A DISTANCE OF 1104.25 FEET;

THENCE DEPARTING SAID RIGHT OF WAY, SOUTH 89°59'57" EAST, A DISTANCE OF 2602.90 FEET;

THENCE SOUTH 00°22'47" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 2553.08 FEET TO THE POINT OF BEGINNING.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
29865
JAMES A.
BRUCCI
DATE SIGNED 06/15/22
ARIZONA U.S.A

PAGE 1 OF 2

TITLE: **XB01**

DATE: 06/15/22

DESC:
PARCEL DESCRIPTION

HUNTER
ENGINEERING | CIVIL AND SURVEY

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

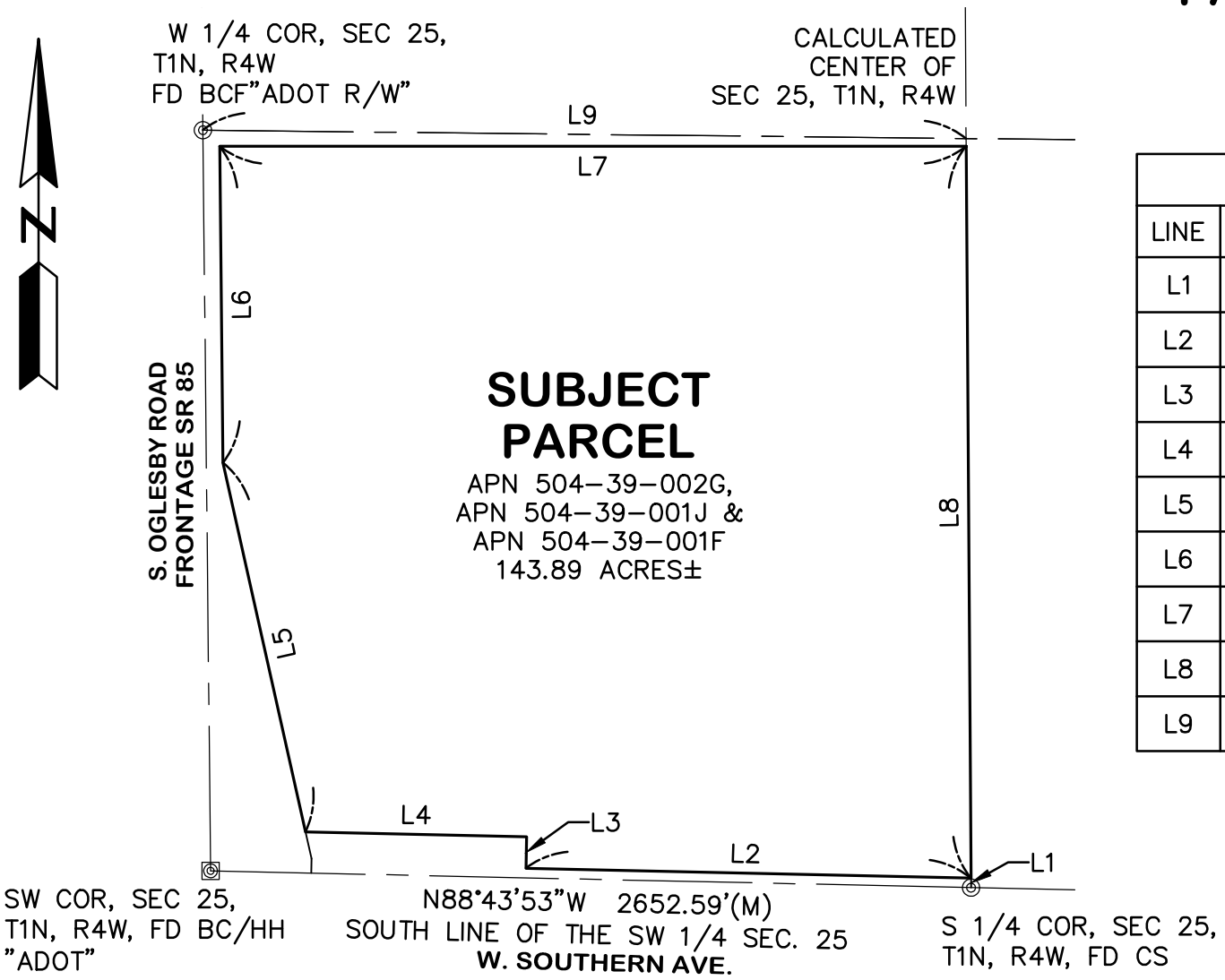
DWG.NO RYAN009–XB01

EXHIBIT B
TO
ORDINANCE NO. 22-24

[Depiction]

See the following page.

PARCEL EXHIBIT



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°22'47"W	33.01'
L2	N88°43'53"W	1552.02'
L3	N01°16'07"E	110.00'
L4	N88°43'52"W	771.79'
L5	N12°35'12"W	1319.15'
L6	N00°35'57"W	1104.25'
L7	S89°59'57"E	2602.90'
L8	S00°22'47"E	2553.08'
L9	S89°22'18"E	2661.47'

TITLE: **XB01**
SCALE: 1"=600'
DATE: 06/15/22
DESC: PARCEL EXHIBIT

HUNTER
ENGINEERING | CIVIL AND SURVEY
10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

DWG.NO RYAN009-XB01

CS = COTTON SPINDLE

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
29865
JAMES A.
BRUCCI
DATE SIGNED 06/15/22
ARIZONA U.S.A

EXHIBIT C
TO
ORDINANCE NO. 22-24

[AZ 85 Industrial Park Project Narrative]

(On file with the City of Buckeye City Clerk's Office)

EXHIBIT D
TO
ORDINANCE NO. 22-24

[Conditions of Approval]

General

a) Development of the property shall be in general conformance to the project narrative report entitled "AZ 85 an Industrial Park" consisting of 31 pages, dated July 24, 2024, except as modified by the following conditions.

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 result of the Rezoning approval.

c) The conceptual site plan identified in the narrative is for illustrative purposes only and does not constitute an approved site plan. Any site plan will require a separate submittal, review, and approval and shall conform to all City of Buckeye codes and regulations at the time of submittal.

d) Unless otherwise set forth in a Development Agreement or such other agreement between any Property Owner / Developer and the City, all existing overhead power lines less than 69 kV capacity, or any other existing overhead non-power utilities (e.g. telephone, cable) within the project area or along its boundaries, shall be installed underground.

e) All existing irrigation facilities located on the site shall be abandoned, relocated, or installed underground, excluding any temporary irrigation for portions of the property prior to development as long as such facilities are not located within a developed portion of the property. 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 feet) shall be placed outside of the right-of-way and the public utilities easement.

f) 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 unless otherwise modified through a separate agreement approved by the City.

g) Plans submitted for any phase of development shall take into consideration impacts on undeveloped portions of the Property and shall be designed with public utilities sized for future phases, so that parallel or redundant public utilities are not required in the future.

h) Prior to Final Plat recordation, all final civil construction plans and reports including landscaping, irrigation and all lighting improvement plans, shall be reviewed and approved by the City of Buckeye.

i) Prior to Final Plat recordation, the City of Buckeye shall approve all engineering and construction plans and reports for the required infrastructure for the project.

j) The Property Owner/Developer shall obtain approval from the applicable utility interests for easement location and width, as required for utility purposes.

k) To the extent the Property will be served by the City with such public services and unless otherwise set forth in the Development Agreement or such other agreement between any Property Owner / Developer and the City, the Property Owner/Developer is responsible for providing, at their sole cost and expense, all public infrastructure necessary to serve the project including, without limitation, water and wastewater service in accordance with Ordinance No. 86-06. This includes water supply, infrastructure, and capacity for the production, treatment and delivery of water to the project and the collection, treatment and disposal, including recharge and/or reuse, of wastewater generated at the project. Nothing in this stipulation is intended to prevent the Property Owner/Developer from providing the water and sewer self service solutions as described in the PAD, if and as allowed by law and in locations reasonably acceptable to the City.

l) The Property Owner/Developer is responsible for providing water at the project for construction purposes including obtaining the necessary water rights for the water supply to be used for construction purposes. To the extent reasonably available, Property Owner/Developer will utilize non-potable water for construction before using City potable water.

Drainage

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 unless easements or agreements are in place with the affected downstream property owner allowing the alteration of the historical condition.

Streets

n) 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 each section of land this project is located within. 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. When calculating the costs, the above number of assumed signals for each section of land shall be adjusted to only include those signals where it is known or where it can reasonably be assumed a signal will be required. The cost shall be based on an anticipated signal cost as determined by the City Engineer.

o) Unless otherwise set forth in a Development Agreement or such other agreement between any Property Owner / Developer and the City, the Property Owner/Developer shall be responsible for the dedication and construction of all adjacent half-street right-of-way and improvements, at no cost to the City based on City of Buckeye standards.

p) The Property Owner/Developer shall submit a Map of Dedication 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 only be requested by the City to be dedicated to permit the construction of needed City infrastructure. The submittal of a Map of Dedication for the purpose of dedicating rights of way or granting easements will not trigger a requirement to submit construction documents for roadway or other improvements.

q) All streets (local, collector, and arterial), public sidewalks, public parks, and other public 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.

r) All street names shall be subject to final approval by the City of Buckeye and shall conform to the City of Phoenix grid alignment.

s) 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.

t) Arterial, and parkway streets shall have a raised, landscaped median except at intersections where left-turn lanes are provided.

u) Any traffic signals that are required due to site generated traffic shall be installed by the Property Owner/Developer when warranted. For such traffic signals where the project makes a sectional signal fee contribution as noted above, the applicable developer shall be eligible for a credit of the contributed amount towards that signal (and any payment by the Property Owner / Developer or others as allowed by the City Code).

Water/Wastewater

v) If the property will be a "subdivision" as defined in A.R.S. § 32-2101 that is subject to the assured water supply requirement, then 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 ADWR rules and regulations. If the City has been designated as having an assured water supply (DAWS) prior to Final Plat approval, and if ADWR has not yet issued a Certificate or Certificate of Assured Water Supply for the subdivision, then a Certificate of Assured Water Supply will not be required by the City.

w) The subject property will require the dedication of two (2) well sites. Determination for the location of the sites will be identified through the site plan or platting process.

x) Any City-owned recharge facilities shall be located and constructed in a manner that the potable wells for the project can be permitted as recovery wells.